



CITY COUNCIL MEETING*

March 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 Meetings of February 4, 2025 & February 18, 2025, City Council Workstudy of February 25, 2025	1
2) Payroll	February 20, 2025 – 76818 through 76820 , in the amount of \$331,861.07	
	March 5, 2025 – 76878 through 76883 , in the amount of \$397,970.22	
3) Checks	March 4, 2025 – 76821 through 76877 , in the amount of \$859,582.53	
	March 18, 2025 – 76884 through 76941 , in the amount of \$566,177.45	
4) AB25-015	Resolution – Awarding 2025 SR202 Sidewalk Gaps Project	Mr. Rigos 13
5) AB25-016	Resolution – Granting Final Plat for Harrison Court Subdivision	Mr. Rigos 19
6) AB25-017	Motion – Authorizing Purchase of Office Furniture	Mr. Chaw 29
7) AB25-018	Resolution – Authorizing Surplus of City Property	Mr. Henderson 41
8) AB25-019	Motion – Authorizing ILA with Sunnyside for Jail Services	Acting Chief Horejsi 47

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

9) Introduction	Police Officer	Acting Chief Horejsi
10) Presentation	Center for Public Safety Management	Mr. Burguan

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:

11) AB25-020	Ordinance – Amending NBMC Chapters 18.06, 18.10 & 18.30 RE Accessory Dwelling Units	Ms. Hepworth 61
12) AB25-021	Motion – Authorizing ILA with Yakima for Jail Services	Acting Chief Horejsi 91
13) AB25-022	Motion – Authorizing Amendment #1 to Keithly Work Order #2024-4	Mr. Rigos 111
14) AB25-023	Motion – Authorizing Purchase of Manlift	Mr. Rigos 117
15) AB25-024	Motion – Authorizing PSE Contract for 2024 Sidewalk Gaps Project	Mr. Rigos 125
16) AB25-025	Motion – Authorizing Section 4(f) Acquisitions De Minimis Impacts Concurrence Letter	Mr. Rigos 133



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

ADJOURNMENT:

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

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

Zoom Meeting Information:
To Sign Up for a Zoom Account: <https://zoom.us/join>
Meeting ID: 409 007 2718
Call In Phone Number: 1-253-215-8782

NORTH BEND CITY COUNCIL MINUTES**February 4, 2025**

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

CALL TO ORDER, ROLL CALL:

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

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

CONSENT AGENDA:

Minutes – City Council Meeting of January 21, 2025

Payroll – January 17, 2025 – 76619 through 76622, in the amount of \$328,997.78

Checks – February 4, 2025 – 76691 through 76746, in the amount of \$1,425,453.61

AB25-005 – Resolution 2137 Accepting 2024 Sidewalk Gap Project

AB25-006 – Resolution 2138 Accepting 2024 Pavement Overlay Project

AB25-007 – Motion Authorizing Contract with Clear View Tree Service

AB25-008 – Motion Authorizing Amendment No. 2 to QCC Contract

AB25-009 – Motion Approving 2025 Docket & Planning Commission Work Program

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

CITIZEN'S COMMENTS:

Jeff King, 466 Meadow Dr. SE, expressed concern about the sidewalk design at the intersection of SE Riverside Dr. and SE Orchard Dr. in regards to safety concerns crossing the road to the park and kids accessing the school bus.

INTRODUCTIONS:

AB25-010 – Motion Authorizing Work Order with QCC for SCADA/Telemetry **Audio: 4:57**
Support

City Engineer DeBerg provided the staff report.

Councilmember Koellen **MOVED**, seconded by Councilmember Rustik to approve AB25-010, authorizing a work order with Quality Controls Corporation for maintenance and emergency support for SCADA / Telemetry systems, in an amount not to exceed \$63,000. The motion **PASSED** 7-0.

AB25-011 – Resolution 2139 Accepting the 2024 RRFB Capital Project **Audio: 15:19**

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

Councilmember Koellen **MOVED**, seconded by Councilmember Rustik to approve AB25-011, a resolution accepting the 2024 RRFB Capital Project as complete and authorizing release of retainage. The motion **PASSED** 7-0.

AB25-012 – Motion Authorizing Contract with PH Consulting for Park & Main Intersection Project **Audio: 21:09**

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

The following individuals commented on the agenda item:

Steven Matlock, 804 NE 9th St

Councilmember Koellen **MOVED**, seconded by Councilmember Torguson to approve AB25-012, authorizing the Mayor to execute a contract with PH Consulting for the Park Street and Main Avenue Intersection Design Capital Project, in an amount not to exceed \$148,650, in a form and content approved by the City Attorney. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Elwood encouraged all to enjoy the upcoming snow that is predicted but take precautions and announced Valley Center Stage will be opening a family friendly production of Treasure Island soon.

Councilmember Torguson noted to drive carefully in this snowy weather and to watch out for pedestrians.

Councilmember Koellen acknowledged and thanked Public Works staff for the ongoing plowing of roads, noting her own road had been plowed twice.

Councilmember Tremolada echoed comments regarding possible snow events and noted to help each other out during the cold weather with difficult tasks like shoveling snow.

Councilmember Joselyn acknowledged Administrative Services Director Lisa Escobar for her efforts planning the upcoming Council retreat and thanked fellow Councilmembers for taking the time to attend the all day retreat next week. He noted that on Thursday February 6th he will be in Olympia defending democracy for the 50501 movement.

Councilmember Gothelf echoed concerns about the snow and thanked staff for keeping the roads safe. He noted he will also be in Olympia on Thursday February 6th for the Fire Fighters Legislative Day advocating for public safety.

Interim City Administrator Larson commended Public Works staff for providing exceptional service taking care of the roads. He noted the Council retreat packet will be emailed out on Thursday and thanked Councilmembers Rustik, Torgeson and Gothelf for also taking time out of their busy schedules to attend the Public Health and Safety meeting today and commented that it was a good meeting.

Mayor Miller spoke regarding the following items:

- City Seeking Applicants for Vacancy on Economic Development Commission
- Winter Weather Preparedness/Snowplow Route Information on City Website
- City Offices Closed February 17th in observance of Presidents Day
- City Council Retreat – Tuesday, February 11th 9 a.m. – 4:30 p.m. @ Rainbow Lodge
- Citizen Academy Update

EXECUTIVE SESSION:

Mayor Miller recessed the regular meeting for an Executive Session at 7:41 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last 60 minutes and videotaping of the meeting ceased.

At 8:42 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional 30 minutes.

At 9:13 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional 10 minutes.

At 9:23 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional 10 minutes.

The regular meeting was reconvened at 9:33 p.m.

ADJOURNMENT:

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

The meeting adjourned at 9:33 p.m.

ATTEST:

Mary Miller, Mayor

Jennifer Bourlin, Deputy City Clerk

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NORTH BEND CITY COUNCIL MINUTES

February 18, 2025

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 (remote), Torguson and Tremolada.

CONSENT AGENDA:

Minutes – City Council Workstudy of January 28, 2025

Payroll – February 5, 2025 – 76747 through 76752, in the amount of \$418,826.16

Checks – February 18, 2025 – 76753 through 76817, in the amount of \$963,795.00

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

CITIZEN'S COMMENTS:

City Administrator Mike Chambliss, City of Snoqualmie, reported Police Chief Lynch was on administrative leave and an outside investigator was being brought in to conduct an independent investigation. He noted no updates would be provided until it was appropriate to do so.

Mayor Katherine Ross, City of Snoqualmie, addressed the current police services the City of Snoqualmie provides to North Bend, ongoing contract negotiations, and noted their top priority was coming to an agreement that was fair to the taxpayers of both cities, and reflects the level of service required to keep both communities safe.

Simone Greylng, Tannerwood Neighborhood, spoke regarding several issues she had with the Snoqualmie Police Department and encouraged the City Council to reconsider the contract with the City of Snoqualmie for police services.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Proclamation – Twin Peaks Day

Audio: 6:34

Mayor Miller read a proclamation declaring February 24, 2025 as Twin Peaks Day in the City of North Bend. Karl Reinsch was present to accept the proclamation.

Councilmember Rustik left the meeting at 7:12 p.m.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Elwood, Chair
A report of the February 18th meeting was provided.

Finance & Administration Committee – Councilmember Gothelf, Chair
No report. The February 11th meeting was cancelled.

Transportation & Public Works Committee – Councilmember Koellen, Chair
A report of the January 28th meeting was provided.

Council Workstudy – Mayor Pro Tem Joselyn
A report of the January 28th Workstudy and February 11th Council Retreat was provided.

Councilmember Rustik rejoined the meeting at 7:17 p.m.

Public Health & Safety Committee – Councilmember Rustik, Chair
A report of the February 4th meeting was provided.

Planning Commission
A report of the February 5th meeting was provided.

Parks Commission
A report of the January 22nd meeting was provided.

Economic Development Commission
A report of the January 23rd meeting was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the February 13th meeting was provided. Councilmember Gothelf announced Chief Lane would be retiring at the end of the year.

Regional Law, Safety, and Justice Committee – Councilmember Torguson
A report of the January 30th meeting was provided.

Police Department – Police Captain Horejsi
A report of crime statistics for January 2025 was provided.

INTRODUCTIONS:

AB25-013 – Resolution 2140 Accepting TIB Grant for NB Way Complete Streets Phase 1 Project **Audio: 43:01**

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

Councilmember Koellen **MOVED**, seconded by Councilmember Gothelf 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. The motion **PASSED** 7-0.

AB25-014 – Resolution 2141 Accepting TIB Grant for South Fork Ave. **Extension & Starfish Roundabout Projects** **Audio: 49:24**

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

Councilmember Koellen **MOVED**, seconded by Councilmember Gothelf 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. The motion **PASSED** 7-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Gothelf encouraged pedestrians and drivers to exercise caution when using or driving through crosswalks in the City.

Councilmember Tremolada mentioned the February 19th Middle Fork Development Pre-Submittal Public Meeting at 5:30 p.m. at City Hall and the February 26th Shoreline Access & Trail Planning and North Bend Ballarat Plaza Workshops starting at 6 p.m. at City Hall.

Councilmember Torgeson thanked Deputy City Administrator/Public Works Director Rigos' efforts on the proposed Highway 18 Tunnel Project.

Councilmember Elwood thanked staff for providing a project funding breakdown for both agenda items discussed on the Main Agenda at tonight's meeting and thanked City Administrator Mike Chambliss and Mayor Katherine Ross for comments they provided during Citizen's Comments. He concluded by noting that the production "Treasure Island" was currently playing at Valley Center Stage.

Councilmember Joselyn commented on his recent attendance at City staff's Annual Chili Cook Off event and thanked staff for all of their efforts.

Interim City Administrator Larson echoed Councilmember Joselyn's comments regarding the Chili Cook Off event and thanked Council for attending the February 11th City Council Retreat. Additionally, he commented on the upcoming February 25th Council Workstudy.

Mayor Miller spoke regarding the following items:

- Application Deadline of February 28th for EDC Vacancies

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- Shoreline Access & Trail Planning and North Bend Ballarat Plaza Workshops – February 26th 6 p.m. @ City Hall
- Cancellation of March 4, 2025 City Council Meeting

EXECUTIVE SESSION:

Mayor Miller recessed the regular meeting for an Executive Session at 8:02 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

At 8:32 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional fifteen minutes.

At 8:47 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional fifteen minutes.

The regular meeting was reconvened at 9:02 p.m.

ADJOURNMENT:

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

The meeting adjourned at 9:02 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

CITY OF NORTH BEND
CITY COUNCIL WORKSTUDY NOTES
February 25, 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 (remote), Christina Rustik, Suzan Torguson and Errol Tremolada.

Staff Present: Mayor Mary Miller, Interim City Administrator Bob Larson (remote), 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, IT Manager Phillip Davenport and Deputy City Clerk Jennifer Bourlin.

Retreat Follow Up

Mayor Pro Tem Joselyn thanked everyone who attended the Council Retreat on February 11, 2025.

Administrative Services Director Lisa Escobar reviewed a general summary of retreat facilitator Michael Pendleton's notes from the February 11, 2025 Council Retreat. Council provided feedback and concerns regarding:

- Fiscal Sustainability Strategy
- Public Safety and Policing Services
- City Council Processes, Working Agreements and Related Topics
- Public Comment on City Council Agenda
- City Council Meeting Facilitation
- Police and Fire Departments Providing a Report to the Council at a Formal Business Meeting
- Committee Appointment Process
- Review of Selected Past Agreements
- Process for Hiring a New City Administrator
- City Council, Mayor and Staff Working Collaboration
- Topics for Future Workstudy Sessions

2025 Workstudy Calendar

Ms. Escobar then reviewed the 2025 Workstudy calendar as follows:

February 25	Debrief City Council Retreat from February 11, 2025
March 25	Parliamentary Procedure Workshop

April 8 (Special)	King County Sheriff's Office and City of Snoqualmie Presentations for Police Services Proposal
April 22	Recommendation from Staff – Police Services (If Needed)
May 27	Fiscal Sustainability Focusing on Downtown Retail & City Branding
June 25	Re-Visiting Vision/Brand Statement
July 22	2026 Regional Committees Membership Planning Eastside Fire & Rescue Wildland Fire Operations - Tentative
August 26	Cancelled
September 23	Budget Update/Human & Community Services Grants
October 28	Budget Update/Affordable Housing
November 25	Cancelled – Thanksgiving Week
December 23	Cancelled – Christmas Week

Proposed Process Calendar & Metrics for Police Services

Finance Director Martin Chaw reviewed the framework that was discussed at the Council Retreat on how to evaluate police services being offered by the City of Snoqualmie "COS" and the King County Sheriff's Office "KCSO". He then discussed a timeline and the process of conducting a Request for Proposal "RFP".

Mr. Chaw discussed that a presentation from both providers was planned for a Special Workstudy held in the Council Chambers on April 8th, 2025. The presentations will consist of a 30 minute presentation and 30 minutes for questions and answers. Council discussed the scoring used for each proposal divided between the written proposal and the presentation for a maximum score of 150 points, as delineated below:

Written Proposal Scoring	
Item	Maximum Number of Points
Description of the entity and proposed services provided	20
Experience providing contracted services to communities	15
Response times to calls for service	20
Ability to respond to major events	10
Reporting and community engagement	15
Cost	20
Total Maximum Possible Points	100 Points

Presentation Scoring	
Item	Maximum Number of Points
Presentation Quality	15
Ability to convey to the audience	15
Response to Council Questions	20

Total Maximum Possible Points	50 Points
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Adjournment

The Workstudy closed at 9:04 p.m.

ATTEST:

Mark Joselyn, Mayor Pro Tem

Jennifer Bourlin, Deputy City Clerk

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City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-015
Resolution Accepting Bids and Awarding Construction Contract for the 2025 SR-202 Sidewalk Gap Project to RW Lockwood, Inc.	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 Finance – Martin Chaw Public Works – Mark Rigos, P.E.	
Cost Impact: \$131,204.98 NTE		
Fund Source: TIB grant funds (\$157,435)		X
Timeline: Immediate		
Attachments: Resolution, Bid Tabulation		
SUMMARY STATEMENT:		
In December of 2023, City staff applied for an Active Transportation Program (“ATP”) grant from the Washington State Transportation Improvement Board (“TIB”) in the amount of \$157,435 to fund construction of a sidewalk gap located in the City of North Bend on the west side of State Route 202 (“SR-202”) between its intersection with West North Bend Way and southward toward the existing railroad tracks that cross SR-202 (“2025 SR-202 Sidewalk Gap Project” or “Project”). The City was awarded the ATP grant, which requires the City to contribute a local match of \$23,615 to receive the grant, which the City will fund through its annual Street Overlay Fund.		
The engineering design for this Project was completed in 2024. The Project was advertised for construction bids in 2025. Bids were due by 11:00 a.m. on Wednesday, February 19, 2025, and ten (10) bids were received by the City. Bid results are attached hereto and range from \$131,204 to \$277,235. The City engineer’s estimate for construction of the Project is \$136,861. The low bid was submitted by RW Lockwood, Inc., a company located in Tacoma, WA, in the amount of \$131,204.98 including all applicable taxes.		
City staff have conducted the appropriate background checks and recommend award of this contract to RW Lockwood, Inc. This Project is funded through the aforementioned TIB grant. The TIB grant will cover 85.002% of the total Project costs or the total grant amount, whichever is higher. The City can use the remaining grant funds to pay for inspection costs. Excess grant funds, if any remain, shall be returned to the TIB.		
Staff recommend awarding the construction contract for this Project to RW Lockwood, Inc.		
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 February 25 th , 2025, meeting and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB25-015, a resolution accepting bids and awarding the construction contract for the 2025 SR-202 Sidewalk Gap Project to RW Lockwood, Inc.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 18, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING CONSTRUCTION CONTRACT FOR THE 2025 SR-202 SIDEWALK GAP PROJECT

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

WHEREAS, City staff determined that the SR-202 Sidewalk Gap Project was a high priority project based on a current pavement condition index study; and

WHEREAS, City staff applied for and was awarded Transportation Improvement Board (TIB) funds to cover a portion of this work and the City will use the grant funding awarded for the Project, and Sidewalk Gap Projects are included in the City’s 2025-2030 Transportation Improvement Program (“TIP”); and

WHEREAS, work shall include, but is not limited to sidewalk, curb & gutter, pavement milling & repair, overlay, pavement markings, and traffic control; and

WHEREAS, bid documents were advertised and posted on Builders Exchange of Washington as required and the City accepted bids up until Wednesday February 19th, 2025 at 11:00 a.m.; and

WHEREAS, the City received bids from ten (10) contractors with the lowest bid coming from RW Lockwood, Inc. in the amount of \$131,204.98, 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 2025 SR-202 Sidewalk Gap Project are accepted.

Section 2. The City Council hereby awards the construction contract for the 2025 SR-202 Sidewalk Gap Project to RW Lockwood, Inc., the responsible bidder with the lowest responsive bid, in the amount of \$131,204.98 including all applicable taxes. The Mayor is authorized to execute and administer the construction contract, in a form and content 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 18TH DAY OF
MARCH 2025.**

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Prepared By:

Dan Mardinko

2025 SR202 Sidewalk Gap Project

Item No.	SCHEDULE OF BID ITEMS	Engineer's Estimate			Average of All Bids			RW Lockwood Constr.			Judha of Lion Landscaping & Services LLC			Ryatt Construction, LLC			
		Quantity	Units	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount
1	Minor Changes	1	CALC	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	
2	Roadway Surveying	1	LS	\$2,000.00	\$ 2,000.00	\$5,025.58	\$ 5,025.58	\$12,500.00	\$ 12,500.00	\$7,000.00	\$ 7,000.00	\$3,000.00	\$ 3,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	
3	Record Drawings	1	LS	\$500.00	\$ 500.00	\$500.00	\$ 500.00	\$968.27	\$ 968.27	\$7,170.10	\$ 7,170.10	\$5,000.00	\$ 5,000.00	\$1,500.00	\$ 1,500.00	\$1,500.00	
4	SPCC Plan	1	LS	\$500.00	\$ 500.00	\$1,003.63	\$ 1,003.63	\$283.50	\$ 283.50	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$1,500.00	\$ 1,500.00	\$1,500.00	
5	Mobilization, Cleanup, and Demobilization	1	LS	\$17,700.00	\$ 17,700.00	\$36,516.16	\$ 36,516.16	\$4,536.00	\$ 4,536.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	
6	Project Temporary Traffic Control	1	LS	\$27,000.00	\$ 27,000.00	\$46,658.21	\$ 46,658.21	\$28,969.50	\$ 28,969.50	\$12,000.00	\$ 12,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	
7	Clearing and Grubbing	1	LS	\$1,000.00	\$ 1,000.00	\$1,500.07	\$ 1,500.07	\$283.50	\$ 283.50	\$8,000.00	\$ 8,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	
8	Removal of Structures and Obstructions (SP 2.025)	1	LS	\$7,000.00	\$ 7,000.00	\$20,011.73	\$ 20,011.73	\$6,208.26	\$ 6,208.26	\$5,000.00	\$ 5,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	
9	Saw cutting	277	LF	\$3.00	\$ 3.00	\$831.00	\$ 831.00	\$7.20	\$ 7.20	\$15.00	\$ 15.00	\$15.00	\$ 15.00	\$15.00	\$ 15.00	\$15.00	
10	Crushed Surface Top Course	76	TON	\$80.00	\$ 80.00	\$93.03	\$ 93.03	\$7,070.05	\$ 7,070.05	\$11,000.00	\$ 11,000.00	\$3,360.00	\$ 3,360.00	\$7,600.00	\$ 7,600.00	\$7,600.00	
11	HMA for Pavement Repair	26	TON	\$250.00	\$ 250.00	\$438.97	\$ 438.97	\$11,413.25	\$ 11,413.25	\$390.77	\$ 390.77	\$10,160.02	\$ 10,160.02	\$450.00	\$ 450.00	\$11,700.00	
12	Adjust manhole	1	EA	\$1,000.00	\$ 1,000.00	\$1,054.00	\$ 1,054.00	\$283.50	\$ 283.50	\$500.00	\$ 500.00	\$750.00	\$ 750.00	\$750.00	\$ 750.00	\$750.00	
13	Catch Basin Type 1	1	EA	\$4,000.00	\$ 4,000.00	\$4,069.32	\$ 4,069.32	\$2,645.49	\$ 2,645.49	\$3,500.00	\$ 3,500.00	\$4,000.00	\$ 4,000.00	\$4,000.00	\$ 4,000.00	\$4,000.00	
14	Connection to Existing Drainage Structure	1	EA	\$1,000.00	\$ 1,000.00	\$1,453.22	\$ 1,453.22	\$887.79	\$ 887.79	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	
15	Inlet Protection	2	EA	\$150.00	\$ 150.00	\$30.00	\$ 30.00	\$93.79	\$ 93.79	\$187.58	\$ 187.58	\$25.00	\$ 25.00	\$80.00	\$ 80.00	\$30.00	
16	Property Restoration	1	LS	\$4,000.00	\$ 4,000.00	\$1,295.55	\$ 1,295.55	\$100.00	\$ 100.00	\$2,500.00	\$ 2,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00	
17	Cement Conc. Curb and Gutter	174	LF	\$60.00	\$ 60.00	\$10,440.00	\$ 10,440.00	\$101,57	\$ 101,57	\$7,672.31	\$ 7,672.31	\$1,159.62	\$ 1,159.62	\$12,180.00	\$ 12,180.00	\$18,270.00	
18	Barrier Curb	12	LF	\$60.00	\$ 60.00	\$720.00	\$ 720.00	\$113.52	\$ 113.52	\$1,362.29	\$ 1,362.29	\$73.71	\$ 73.71	\$150.00	\$ 150.00	\$180.00	
19	Precast Dual Face Stone Mountable Curb	54	LF	\$80.00	\$ 80.00	\$4,320.00	\$ 4,320.00	\$84.56	\$ 84.56	\$4,566.46	\$ 4,566.46	\$82.05	\$ 82.05	\$4,927.70	\$ 4,927.70	\$6,380.00	
20	Paint Line, Driveway Entrance Type 1	20	SY	\$150.00	\$ 150.00	\$3,000.00	\$ 3,000.00	\$169.12	\$ 169.12	\$1,182.34	\$ 1,182.34	\$114.71	\$ 114.71	\$2,294.20	\$ 2,294.20	\$3,250.00	
21	Cement Conc. Sidewalk	132	SY	\$100.00	\$ 100.00	\$13,200.00	\$ 13,200.00	\$161.02	\$ 161.02	\$21,255.04	\$ 21,255.04	\$97.31	\$ 97.31	\$12,844.92	\$ 12,844.92	\$11,220.00	
22	Cement Conc. Curb Ramp Type Perpendicular	1	EA	\$3,500.00	\$ 3,500.00	\$3,241.53	\$ 3,241.53	\$4,068.75	\$ 4,068.75	\$3,241.53	\$ 3,241.53	\$3,500.00	\$ 3,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	
23	Waterproof Membranes Along Building	88	LF	\$10.00	\$ 10.00	\$880.00	\$ 880.00	\$36.72	\$ 36.72	\$3,231.18	\$ 3,231.18	\$33.37	\$ 33.37	\$2,936.56	\$ 2,936.56	\$600.00	
24	Relocate Existing Pedestrian Push Button	1	LS	\$10,500.00	\$ 10,500.00	\$12,500.00	\$ 12,500.00	\$1,165.26	\$ 1,165.26	\$1,765.21	\$ 1,765.21	\$4,500.00	\$ 4,500.00	\$7,500.00	\$ 7,500.00	\$7,500.00	
25	Permanent Signing	1	LS	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$1,569.49	\$ 1,569.49	\$630.00	\$ 630.00	\$630.00	\$ 630.00	\$2,500.00	\$ 2,500.00	\$2,500.00	
26	Paint Line	124	LF	\$5.00	\$ 5.00	\$620.00	\$ 620.00	\$7.65	\$ 7.65	\$948.85	\$ 948.85	\$20.80	\$ 20.80	\$1,116.00	\$ 1,116.00	\$2,480.00	
27	Plastic Curb	10	SF	\$20.00	\$ 20.00	\$200.00	\$ 200.00	\$54.20	\$ 54.20	\$126.00	\$ 126.00	\$120.00	\$ 120.00	\$120.00	\$ 120.00	\$120.00	
28	Plastic Stop Line (SP 8-22;4)	38	LF	\$20.00	\$ 20.00	\$760.00	\$ 760.00	\$41.99	\$ 41.99	\$159.60	\$ 159.60	\$5,700.00	\$ 5,700.00	\$500.00	\$ 500.00	\$1,980.00	
29	Painted Crosshatch Marking	80	LF	\$7.00	\$ 7.00	\$560.00	\$ 560.00	\$16.77	\$ 16.77	\$1,341.52	\$ 1,341.52	\$1,008.00	\$ 1,008.00	\$450.00	\$ 450.00	\$4,000.00	
30	Plastic Railroad Crossing Symbol	1	EA	\$750.00	\$ 750.00	\$1,812.10	\$ 1,812.10	\$640.00	\$ 640.00	\$4,500.00	\$ 4,500.00	\$2,000.00	\$ 2,000.00	\$800.00	\$ 800.00	\$800.00	
31	Remove Pavement markings	1	LS	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$2,768.97	\$ 2,768.97	\$630.00	\$ 630.00	\$2,000.00	\$ 2,000.00	\$800.00	\$ 800.00	\$800.00	
					Bid Total	\$ 136,861.00					\$ 131,204.98				\$ 150,913.00		\$ 178,273.00

Reaper Construction Inc.		Moedo LLC		RRI Company, LLC		C. Denney Construction		Fury Siteworks, Inc.		Puget Paving & Construction, Inc.		Lakeside Industries		
Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	Unit Price	Contract Amount	
\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
\$ 2,349.00	\$ 2,349.00	\$ 1,920.00	\$ 1,920.00	\$ 1,903.66	\$ 1,903.66	\$ 4,500.00	\$ 4,500.00	\$ 500.00	\$ 500.00	\$ 9,083.16	\$ 9,083.16	\$ 500.00	\$ 500.00	
\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 512.55	\$ 512.55	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 62,000.00	\$ 62,000.00	\$ 302.77	\$ 302.77	\$ 500.00	\$ 500.00	
\$ 10,000.00	\$ 10,000.00	\$ 20,291.00	\$ 20,291.00	\$ 7,675.66	\$ 7,675.66	\$ 46,000.00	\$ 46,000.00	\$ 62,000.00	\$ 62,000.00	\$ 36,538.95	\$ 36,538.95	\$ 98,120.00	\$ 98,120.00	
\$ 30,000.00	\$ 30,000.00	\$ 56,300.00	\$ 56,300.00	\$ 66,904.81	\$ 66,904.81	\$ 495.99	\$ 495.99	\$ 1,500.00	\$ 1,500.00	\$ 1.21	\$ 1.21	\$ 74,500.00	\$ 74,500.00	
\$ 1,000.00	\$ 1,000.00	\$ 1,420.00	\$ 1,420.00	\$ 808.28	\$ 808.28	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,945.72	\$ 25,945.72	\$ 15,000.00	\$ 15,000.00	
\$ 15,000.00	\$ 15,000.00	\$ 11,155.00	\$ 11,155.00	\$ 831.00	\$ 831.00	\$ 10.75	\$ 10.75	\$ 2,977.75	\$ 2,977.75	\$ 15.00	\$ 15.00	\$ 4,155.00	\$ 4,155.00	
\$ 75.00	\$ 75.00	\$ 128.90	\$ 128.90	\$ 505.50	\$ 505.50	\$ 64.07	\$ 64.07	\$ 65.00	\$ 65.00	\$ 7.58	\$ 7.58	\$ 2,099.66	\$ 2,099.66	
\$ 150.00	\$ 150.00	\$ 3,900.00	\$ 3,900.00	\$ 865.00	\$ 865.00	\$ 634.32	\$ 634.32	\$ 500.00	\$ 500.00	\$ 79.51	\$ 79.51	\$ 6,042.76	\$ 6,042.76	
\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,550.00	\$ 2,550.00	\$ 415.67	\$ 415.67	\$ 1,100.00	\$ 1,100.00	\$ 1,195.83	\$ 1,195.83	\$ 19,997.12	\$ 19,997.12	
\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 995.00	\$ 995.00	\$ 593.14	\$ 593.14	\$ 600.00	\$ 600.00	\$ 3,942.03	\$ 3,942.03	\$ 1,000.00	\$ 1,000.00	
\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 85.00	\$ 85.00	\$ 170.00	\$ 170.00	\$ 39.13	\$ 39.13	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	
\$ 1,000.00	\$ 1,000.00	\$ 143,000.00	\$ 143,000.00	\$ 374.96	\$ 374.96	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,050.50	\$ 1,050.50	\$ 1,000.00	\$ 1,000.00	
\$ 218.00	\$ 218.00	\$ 37,932.00	\$ 37,932.00	\$ 59.00	\$ 59.00	\$ 9,918.00	\$ 14,048.00	\$ 75.00	\$ 124,373.92	\$ 102.94	\$ 17,911.56	\$ 8,700.00	\$ 8,700.00	
\$ 218.00	\$ 218.00	\$ 2,616.00	\$ 2,616.00	\$ 75.55	\$ 75.55	\$ 708.00	\$ 130.64	\$ 110.00	\$ 1,320.00	\$ 96.89	\$ 1,162.68	\$ 600.00	\$ 600.00	
\$ 102.00	\$ 102.00	\$ 5,508.00	\$ 5,508.00	\$ 3,029.20	\$ 3,029.20	\$ 82.26	\$ 4,442.04	\$ 75.00	\$ 4,050.00	\$ 84.78	\$ 4,578.12	\$ 80.00	\$ 80.00	
\$ 203.00	\$ 203.00	\$ 4,060.00	\$ 4,060.00	\$ 151.10	\$ 151.10	\$ 3,029.20	\$ 210.70	\$ 145.00	\$ 2,900.00	\$ 181.66	\$ 3,633.20	\$ 2,000.00	\$ 2,000.00	
\$ 203.00	\$ 203.00	\$ 26,796.00	\$ 26,796.00	\$ 1,17.85	\$ 1,17.85	\$ 15,556.20	\$ 233.85	\$ 3,086.82	\$ 145.00	\$ 19,140.00	\$ 133.22	\$ 17,585.04	\$ 75.00	
\$ 5,500.00	\$ 5,500.00	\$ 2,615.00	\$ 2,615.00	\$ 5,368.00	\$ 5,368.00	\$ 18.14	\$ 2,232.68	\$ 50.00	\$ 4,900.00	\$ 4,900.00	\$ 3,148.83	\$ 1,500.00	\$ 1,500.00	
\$ 25.00	\$ 25.00	\$ 2,290.00	\$ 2,290.00	\$ 11,715.00	\$ 11,715.00	\$ 1,17.75	\$ 20,006.02	\$ 22,000.00	\$ 4,000.00	\$ 4,000.00	\$ 72.67	\$ 6,394.96	\$ 15.00	\$ 15.00
\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 1,350.00	\$ 1,350.00	\$ 1,153.78	\$ 1,153.78	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	\$ 18,166.32	\$ 12,000.00	\$ 12,000.00	
\$ 1,000.00	\$ 1,000.00	\$ 22.00	\$ 22.00	\$ 1,448.00	\$ 1,448.00	\$ 2.50	\$ 31.00	\$ 9.40	\$ 4,00	\$ 4,960.00	\$ 2.42	\$ 1,211.09	\$ 1,000.00	
\$ 80.00	\$ 80.00	\$ 600.00	\$ 600.00	\$ 23.50	\$ 23.50	\$ 31.00	\$ 64.63	\$ 64.63	\$ 25.00	\$ 250.00	\$ 300.08	\$ 10.00	\$ 1,240.00	
\$ 36.00	\$ 36.00	\$ 1,368.00	\$ 1,368.00	\$ 29.05	\$ 29.05	\$ 1,033.90	\$ 29.38	\$ 1,116.44	\$ 30.00	\$ 1,140.00	\$ 30.28	\$ 1,178.00	\$ 31.00	
\$ 15.00	\$ 15.00	\$ 1,200.00	\$ 1,200.00	\$ 5.00	\$ 5.00	\$ 400.00	\$ 11.75	\$ 940.00	\$ 6.00	\$ 480.00	\$ 4.84	\$ 12.50	\$ 5.00	
\$ 2,103.00	\$ 2,103.00	\$ 2,103.00	\$ 2,103.00	\$ 1,165.00	\$ 1,165.00	\$ 1,703.89	\$ 1,703.89	\$ 1,500.00	\$ 1,500.00	\$ 1,211.09	\$ 1,798.00	\$ 1,211.09	\$ 1,300.00	
\$ 2,683.00	\$ 2,683.00	\$ 4,670.00	\$ 4,670.00	\$ 2,173.93	\$ 2,173.93	\$ 4,070.00	\$ 4,070.00	\$ 4,500.00	\$ 4,500.00	\$ 4,238.81	\$ 4,238.81	\$ 2,294.00	\$ 4,300.00	
\$ 187,634.00	\$ 187,634.00	\$ 190,628.95	\$ 190,628.95	\$ 205,594.61	\$ 205,594.61	\$ 259,124.00	\$ 259,124.00	\$ 269,482.51	\$ 269,482.51	\$ 270,473.00	\$ 270,473.00	\$ 277,235.00	\$ 277,235.00	



City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-016
Resolution Granting Final Plat Approval to the Harrison Court 58-Lot Subdivision	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: N/A	Finance – Martin Chaw	
Fund Source: N/A	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
Attachments: Resolution, Vicinity Map, and Final Plat Map (larger copies can be made available)		

SUMMARY STATEMENT:

SSHI LLC, dba D.R. Horton, a Delaware limited liability company (“DRH”), owns three tax parcels located in the City of North Bend (Parcel Nos. 152308-9126, -9008, and -9212), which total approximately 18.62 acres (“Property”). The Property is located west of Maloney Grove Avenue SE, generally between SE 11th Street and SE 12th Street, extending westward towards Mountain View Blvd SE, and is the former site of the Crown Tree Farm (see vicinity map for site location). DRH received Preliminary Plat Approval from the North Bend Hearing Examiner to subdivide the Property into 58 single-family residential lots (“Harrison Court” or “Project”). The City approved the project’s civil engineering plans on April 19, 2021, to construct public improvements including new internal public streets, sewer, water, and storm drainage utilities including infrastructure and utility improvements to Maloney Grove Ave SE. Infrastructure construction has been ongoing for nearly four years. There were construction delays associated with an electrical power dispute between Puget Sound Energy, DRH and King County, however, that item has been resolved.

DRH has submitted to the City a Final Plat application for Harrison Court, subject to compliance with all applicable regulations. The infrastructure and utilities constructed have been inspected and are nearly all approved by the City, except for the final lift of asphalt and other minor miscellaneous items. DRH has a performance bond in place for \$1.5 million, which exceeds the cost to construct any outstanding infrastructure improvements. A Bill of Sale will be issued once the Project’s final punch list has been completed by DRH and accepted by the City.

The North Bend Municipal Code requirements and the preliminary plat conditions for approval have been satisfied, and appropriate bonding is in place. Staff recommends Final Plat Approval of Harrison Court.

APPLICABLE BRAND GUIDELINES: This Project has met the requirements of City design standards.

COMMITTEE REVIEW AND RECOMMENDATION: Final Plat approval was discussed during the City’s Transportation and Public Works Committee meeting on February 25, 2025, and was recommended for approval and placement on the Consent Agenda.

RECOMMENDED ACTION: MOTION to approve AB25-016, a resolution granting Final Plat Approval to Harrison Court Subdivision.

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
March 18, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR THE HARRISON COURT 58-LOT SUBDIVISION

WHEREAS, on March 6, 2020, the City's Hearing Examiner granted applicant SSHI LLC, dba D.R. Horton, a Delaware limited liability company ("DRH"), Preliminary Plat Approval and order denying request for reconsideration from a North Bend resident for the proposed Harrison Court 58-lot subdivision; and

WHEREAS, in the Hearing Examiner's Preliminary Plat Approval and consistent with City regulations, the Council has authorized the development of the plat; and

WHEREAS, DRH has requested final plat approval for the Harrison Court project; and

WHEREAS, City staff has reviewed the proposed final plat for compliance with North Bend Municipal Code Section 20.01.004 and Chapter 17.16, finds that there is additional work that must be completed within a designated time frame, but recommends approval subject to adequate financial security being in place to ensure the completion of the remaining work in the event the developer should fail to comply with the terms of the preliminary plat approval; and

WHEREAS, the Council finds that the final plat conforms to all the terms and conditions of the Preliminary Plat Approval, as approved by the Hearing Examiner, and approved engineering plans, and that the final plat meets the requirements of applicable laws; and

WHEREAS, DRH has secured a bond guaranteeing completion of the infrastructure and landscaping improvements required by the Preliminary Plat Approval, the approved engineering plans, and shall further complete Bills of Sale and other necessary administrative tasks including providing full as-built plans and GIS requirements, as set forth in the Developer Extension Agreement;

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

Section 1. Authorization. The Council finds that adequate security has been provided to ensure the full and prompt completion of the improvements set forth in the Hearing Examiner's decision approving the Preliminary Plat for the Harrison Court Subdivision. Accordingly, the final plat of the Harrison Court Subdivision is hereby approved on condition that DRH first secures and provides a bond in a form acceptable to the City guaranteeing completion of the infrastructure improvements required by the Preliminary

Plat. DRH shall further complete Bills of Sale and other necessary administrative tasks as set forth in and required by the Developer Extension Agreement.

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

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

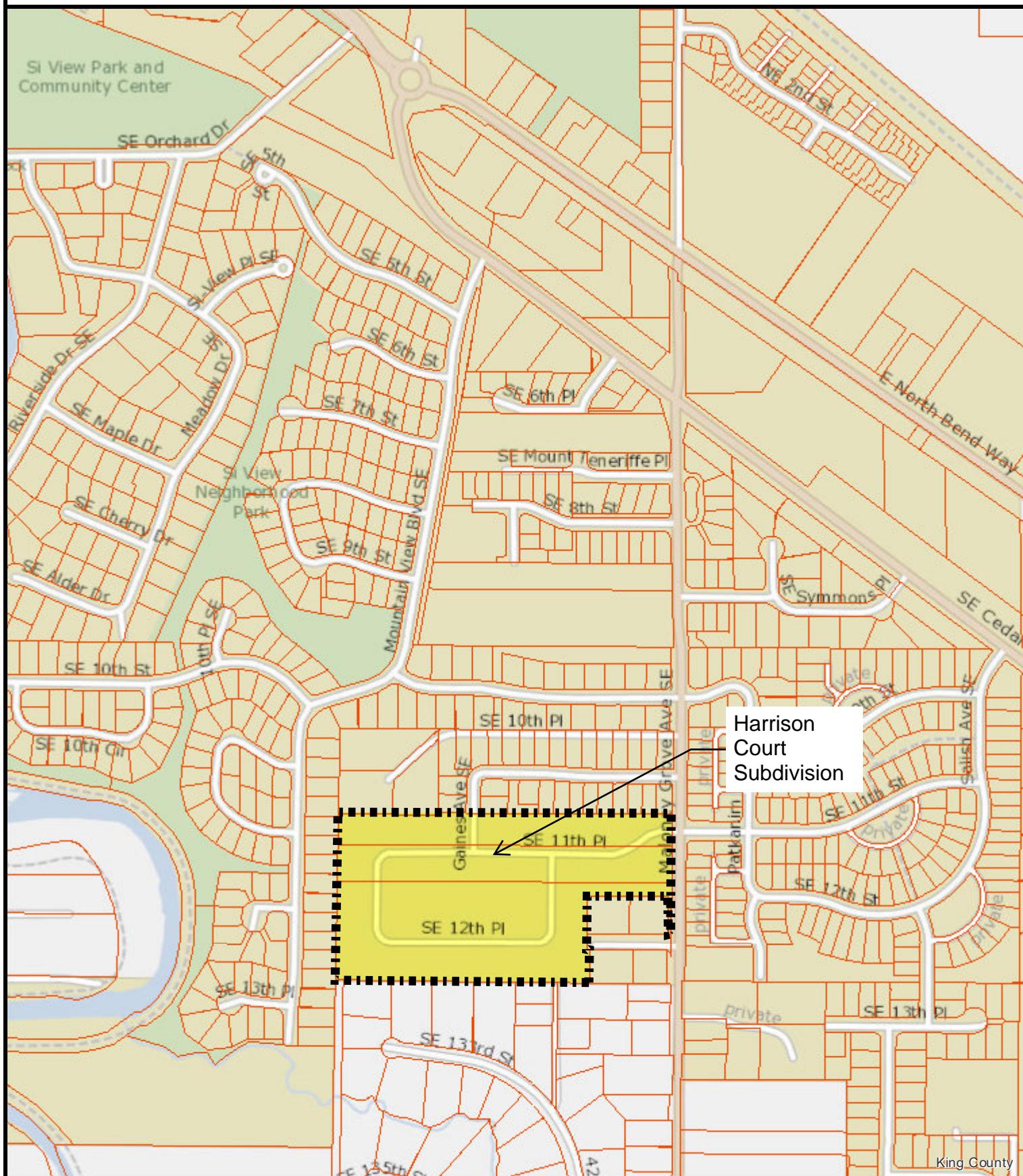
ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Harrison Court - Vicinity Map

Packet March 18, 2025



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: 12/19/2024

Notes:



King County

23

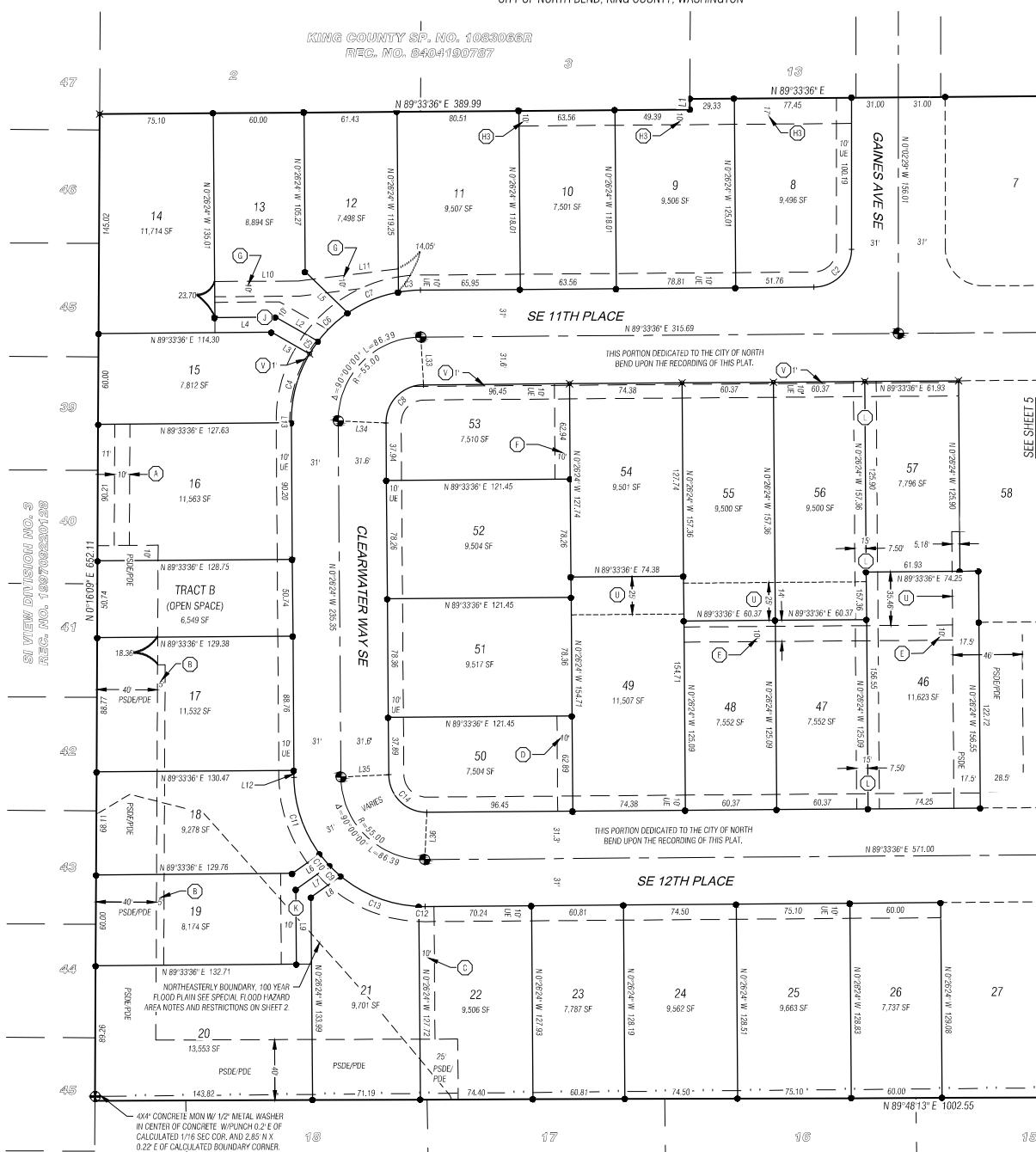
HARRISON COURT, A PLAT COMMUNITY UNDER WUCIOA

NW 1/4 & SW 1/4 NW 1/4 SEC. 15, TWP. 23N., RGE. 8E., W.M.

CITY OF NORTH BEND, KING COUNTY, WASHINGTON

VOL/PO

TAG TABLE			
TAG	RADIUS	DIRECTION	W/L/LENTH
C1	25.00	90°25'55"	39.44
C2	25.00	89°36'05"	39.10
C3	86.00	9°44'00"	14.63
C4	86.00	31°08'30"	46.74
C5	86.00	6°41'00"	10.03
C6	86.00	18°09'55"	27.27
C7	86.00	24°15'39"	36.42
C8	25.00	90°00'00"	39.27
C9	86.00	6°47'43"	10.20
C10	86.00	6°41'10"	10.04
C11	86.00	36°09'16"	54.27
C12	86.00	2°46'24"	4.16
C13	86.00	37°35'28"	56.42
C14	25.00	90°00'00"	39.27
L1	N 0°16'11"E 7.00		
L2	N 60°15'45"W 32.34		
L3	N 60°15'16"W 28.89		
L4	N 89°32'35"E 40.10		
L5	N 45°53'23"S 39.14		
L6	N 54°30'08"E 22.13		
L7	N 54°30'09"E 27.23		
L8	N 54°30'06"E 24.01		
L9	N 0°26'24"E 49.33		
L10	N 89°32'35"E 55.56		
L11	N 83°03'56"E 66.29		
L12	N 0°26'24"E 4.65		
L13	N 0°26'24"E 1.00		
L33	S 03°29'19"E 31.64		
L34	N 87°32'29"E 31.64		
L35	N 87°12'56"E 31.63		
L36	S 02°29'11"W 31.34		



SCALE: 1" = 50'

MERIDIAN

WASHINGTON STATE PLANE COORDINATE SYSTEM - NORTH ZONE
(NAD 83/91)

NOTES

1. A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ALL EQUIPMENT HAS BEEN MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S GUIDELINES. ACCURACY MEETS OR EXCEEDS WAC 332-130-990.

2. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITION EXISTING AT THAT TIME. ALL CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN AUGUST, 2019. UNLESS OTHERWISE NOTED.

3. ALL DISTANCES ARE IN FEET.

(H) PRIVATE DRAINAGE EASEMENT. SEE EASEMENT PROVISION 23, SHEET 2.

(J) 20' SHARED DRIVEWAY EASEMENT. SEE EASEMENT PROVISION 19, SHEET 2.

(K) 20' SHARED DRIVEWAY EASEMENT. SEE EASEMENT PROVISION 20, SHEET 2.

(L) 15' PUBLIC SANITARY SEWER EASEMENT. SEE EASEMENT PROVISION 3, SHEET 2.

(U) NCPA TREE PROTECTION EASEMENT. SEE EASEMENT PROVISION 24, SHEET 2.

EASEMENT LEGEND

UF UTILITY EASEMENT, SEE EASEMENT PROVISION 1, SHEET 2

A 10 PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 5, SHEET 2.

B 5 PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 6, SHEET 2.

C 10 PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 7, SHEET 2.

D 10 PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 8, SHEET 2.

E 10 PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 9, SHEET 2.

F 10 PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 10, SHEET 2.

G 10 PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 11, SHEET 2.

H 10 PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 13, SHEET 2.

I 20 SHARED DRIVEWAY EASEMENT, SEE EASEMENT PROVISION 19, SHEET 2.

K 20 SHARED DRIVEWAY EASEMENT, SEE EASEMENT PROVISION 20, SHEET 2.

L 15 PUBLIC SANITARY SEWER EASEMENT, SEE EASEMENT PROVISION 3, SHEET 2.

M 10 NCPA TREE PROTECTION EASEMENT, SEE EASEMENT PROVISION 24, SHEET 2.

N 10 PUBLIC SIDEWALK EASEMENT, SEE EASEMENT PROVISION 27, SHEET 2.

PSE PRIVATE STORM DRAINAGE EASEMENT FOR A TYPE C CONVEYANCE CHANNEL, SEE EASEMENT PROVISION 2, SHEET 2.

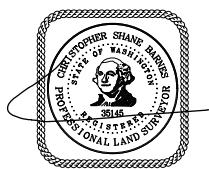
PDE PUBLIC DRAINAGE EASEMENT FOR A TYPE C CONVEYANCE CHANNEL, SEE EASEMENT PROVISION 2, SHEET 2.

LEGEND

SET 4" X 4" CONCRETE MONUMENT WITH 1-1/2" DIAMETER BRASS DISC
STAMPED '35145' WITH 'X' IN A CASE.

SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED 'MGA 35145
48383'.

SET NAIL WITH BRASS WASHER STAMPED 'MGA 35145 48382'.

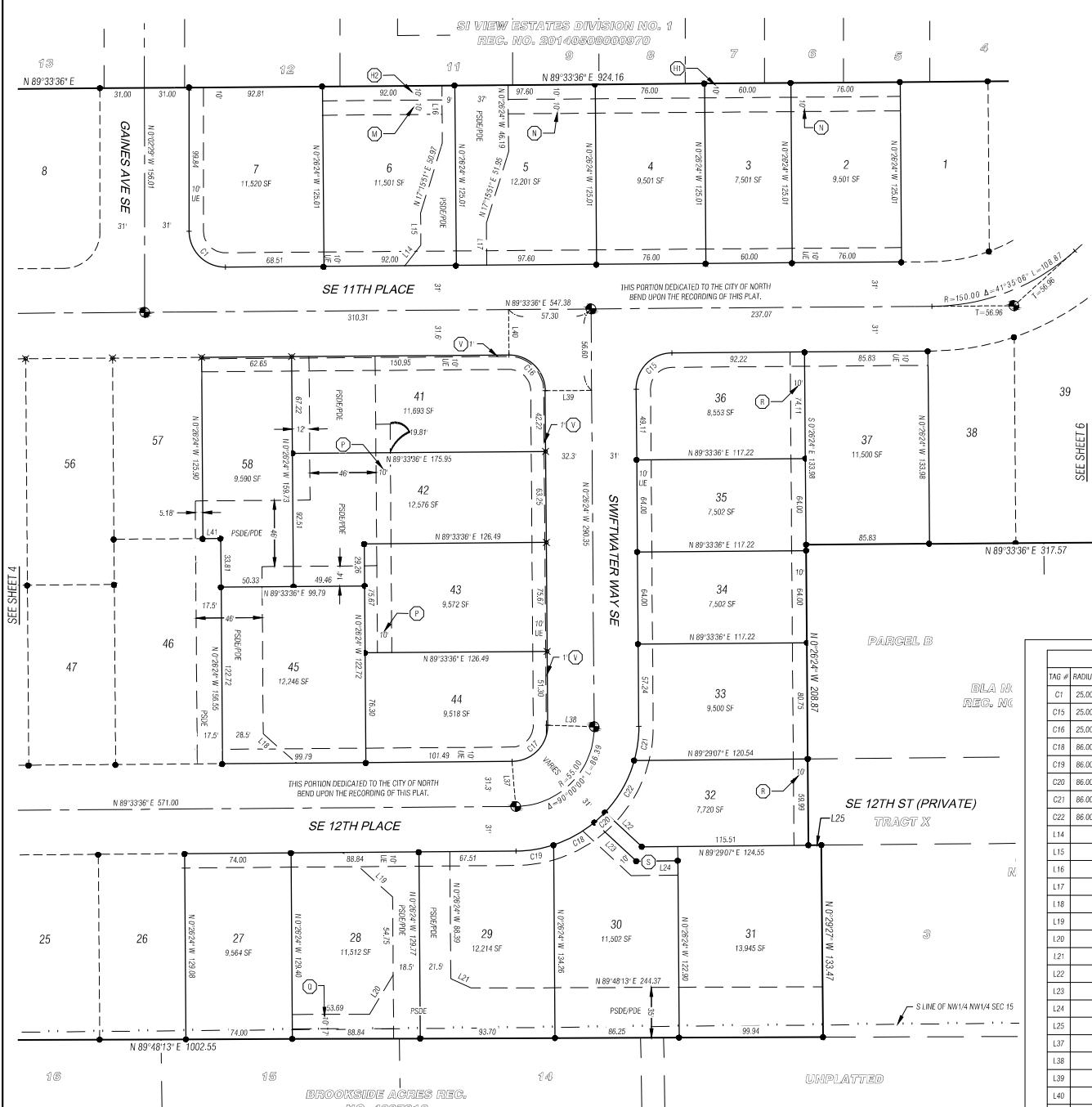


6/19/23

HARRISON COURT, A PLAT COMMUNITY UNDER WUCIOA

NW 1/4 & SW 1/4 NW 1/4 SEC. 15, TWP. 23N., RGE. 8E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

VOL/PG



TAG TABLE			
TAG #	RADIUS	DIRECTION/Δ	LENGTH
C1	25.00	90°23'55"	39.44
C15	25.00	90°00'00"	39.27
C16	25.00	90°00'00"	39.27
C18	86.00	21°45'12"	32.65
C19	86.00	17°43'46"	26.61
C20	86.00	6°45'06"	10.03
C21	86.00	15°58'40"	23.98
C22	86.00	2°51'25"	41.81
L14	N 37°44'12" E		
L15	N 0°26'24" W		
L16	N 0°26'24" W		
L17	N 0°26'24" W		
L18	N 48°51'24" W		
L19	N 48°20'29" W		
L20	N 31°04'55" E		
L21	N 65°24'50" W		
L22	N 47°15'23" W		
L23	N 47°15'23" W		
L24	N 89°29'07" E		
L25	N 89°29'07" E		
L37	N 04°38'33" W		
L38	S 88°08'07" E		
L39	N 89°33'56" E		
L40	N 00°26'24" W		
L41	N 89°33'36" E		



SCALE: 1" = 50'

WASHINGTON STATE PLANE COORDINATE SYSTEM - NORTH ZONE
SRS 2019.1

(NAD 83/9)

1. A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRANSVERSE SURVEY. ALL EQUIPMENT HAS BEEN MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S GUIDELINES. ACCURACY MEETS OR EXCEEDS WAC 332-139A-090.
2. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITION EXISTING AT THAT TIME. ALL CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN AUGUST, 2019, UNLESS OTHERWISE NOTED.
3. ALL DISTANCES ARE IN FEET.

ENCLOSURE LEGEND

U.E. UTILITY EASEMENT, SEE EASEMENT PROVISION 1, SHEET 2.

H 10' PRIVATE DRAINAGE EASEMENT SEE EASEMENT PROVISION 12, SHEET 2.

I 10' PRIVATE DRAINAGE EASEMENT SEE EASEMENT PROVISION 22, SHEET 2.

M 10' PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 13, SHEET 2.

N 10' PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 14, SHEET 2.

P 10' PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 15, SHEET 2.

Q 10' PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 16, SHEET 2.

R 10' PRIVATE DRAINAGE EASEMENT, SEE EASEMENT PROVISION 17, SHEET 2.

S 20' SHARED DRIVEWAY EASEMENT, SEE EASEMENT PROVISION 21, SHEET 2.

T 1' PUBLIC SIDEWALK EASEMENT, SEE EASEMENT PROVISION 27, SHEET 2.

PSDE PRIVATE STORM DRAINAGE EASEMENT FOR A TYPE C CONVEYANCE CHANNEL SEE EASEMENT PROVISION 2, SHEET 2.

PPC PUBLIC DRAINAGE EASEMENT FOR A TYPE C CONVEYANCE CHANNEL SEE EASEMENT PROVISION 2, SHEET 2.

LEGEND

- SET 4" X 4" CONCRETE MONUMENT WITH 1-1/2" DIAMETER BRASS DISC STAMPED '35145' WITH 'X' IN A CASE.
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED 'MGA 35145 48383'.
- SET NAIL WITH BRASS WASHER STAMPED 'MGA 35145 48383'.

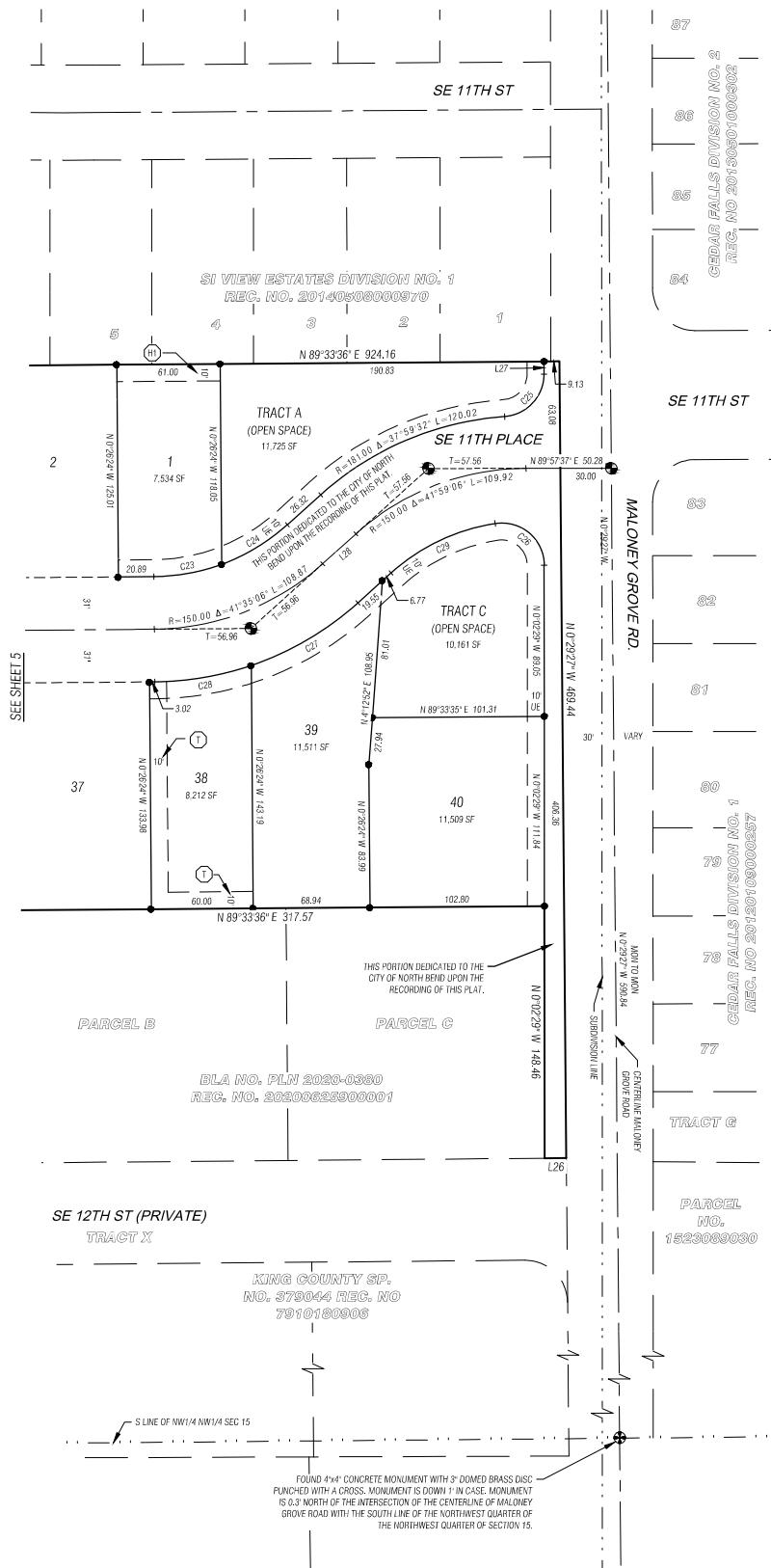


6/19/23

HARRISON COURT, A PLAT COMMUNITY UNDER WUCIOA

NW 1/4 & SW 1/4 NW 1/4 SEC. 15, TWP. 23N, RGE. 8E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

VOL/PG





City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-017
Motion Authorizing Purchase of City Hall Furniture from Creative Office / HiTouch Business Services	Department/Committee/Individual	
Cost Impact: this purchase not to exceed \$11,914.35	Mayor Mary Miller	
Fund Source: Fund allocations	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	X
	Public Works – Mark Rigos	
Attachments: Purchase Order with Quotes		
SUMMARY STATEMENT:		
The City purchased new furniture for staff at the end of 2024 from Creative Office Furniture / HiTouch Business Solutions. Staff that received new workstations were the City Clerk, Deputy Finance Director, Public Works Inspector. 12 new task chairs and small work tops for drawer pedestals were also purchased. The City has incrementally been replacing furniture for cubicles and offices mostly to improve ergonomics. Staff have worked with Creative Office / HiTouch Business Solutions since mid-2023 and prior to that worked with Ducky's Furniture from 2019 to mid-2023.		
Creative Office Furniture / HiTouch Business Solutions is an authorized vendor with Omnia Partners, with the government purchasing cooperative KCDA. Utilizing the same vendor for our furniture needs affords us the benefit of prior purchasing knowledge, familiarity with our facility, staff and accounting practices allowing for a smoother project and less staff time managing the project.		
Approval of this proposed motion will authorize purchase of additional furniture items needed for other staff members along with a new conference table and chairs for the third conference room being created in the under-utilized finance lobby area. This purchase includes one staff chair, one sit/stand desk, conference room chairs (8) and table (1) for the new third conference room as well as the return of one workstation.		
Council approval is being requested as the amount of this new furniture order exceeds the cumulative total amount for a single vendor under the Mayor's signing allowance for this year.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services. Commitment to invest in the City.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee at their March 11, 2025 meeting with a recommendation for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB25-017, authorizing the purchase of City Hall furniture from Creative Office Furniture / HiTouch Business Solutions, in an amount not to exceed \$11,914.35.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 18, 2025		



PURCHASE ORDER

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

TO:
Creative Office
721 Legion Way SE Olympia WA 98501
Phone #360-754-7132
Contact name: Joe Vaccaro
Email: jvaccaro@creativeof.com

SHIP TO:
City of North Bend
 Attn: Colin Mercer
 920 SE Cedar Falls Way
 North Bend, WA 98045
 (425) 888-1211

P.O. NUMBER:
No. 2025-04
[The P.O. number must appear on all related correspondence, shipping papers, and invoices]

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
2/17/2025	Colin Mercer			Net 30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		See attached quote North Bend R191804 Plus Tax & Installation below	\$9,895.58	\$9,895.58
		1 new staff chair Tom Mohr		
		1 new stand sit work station for Becky Office 124		
		1 new return for Elaine		
		1 conference table		
		8 new conference chairs		
		4 new rolling pedestal tops		
		Labor to move stand sit desk from Office 124 and set up for Brian		

List three bids, sole source explanation, or contract information (If required):		
		Omnia State Contract #R191084
		Click here to enter text.
		Click here to enter text.

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

SUBTOTAL	\$9,895.58
SALES TAX 9.1%	\$993.77
SHIPPING AND HANDLING	Included
INSTALLATION	\$1,025.00
TOTAL	\$11,914.35

3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence and invoices to:
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045
425-888-1211
425-831-6200

City of North Bend Authorized Signature

2/17/2025

City of North Bend – Purchase Order Terms and Conditions

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

1. **Acceptance:** Vendor's acceptance of this order will be presumed unless Vendor acknowledges exception, in writing, to the City within ten (10) calendar days after the date of order.
2. **Anti-Discrimination:** Vendors doing business with the City are prohibited from discriminating against any employee, applicant for employment, or client because of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental or physical handicap.
3. **Assignment:** Vendor cannot assign or subcontract any part of this order without prior written consent of City.
4. **Compliance with Laws:** Vendor shall comply with all applicable federal, state, and City regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.
5. **Default:** In the event of default by the Vendor, the City may procure the goods or services covered by the purchase order from other sources and hold the Vendor responsible for any excess costs and may seek other remedies under law or equity.
6. **Deliveries:** Deliveries are to be made during hours 8:00 a.m. to 4:30 p.m. Monday through Thursday, and 8:00 a.m. to Noon on Friday, excluding holidays, unless otherwise stipulated. Vendor shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Vendor of any add-on redelivery, storage, or handling charges.
7. **Excusable Delays:** The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the City and is due to causes beyond the control of the Vendor. The Vendor must provide the City with prompt notification of such delays and the reason for same on or before the time set for performance.
8. **Indemnification:** To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, (including but not limited to attorney fees and costs of litigation), relating to, arising out of or in connection with the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents, subcontractors or assignees in performance of and pursuant to the terms of the purchase order. Should a court of competent jurisdiction determine that this purchase order is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this purchase order.
9. **Independent Contractor:** The Vendor shall be and act as an independent contractor, and under no circumstances shall this purchase order be construed as one of agency, partnership, joint venture or employment between the Parties.
10. **Insurance:** If the Vendor is required to go on City property to perform work or services, the Vendor shall assume full responsibility and incur expense to obtain all necessary insurance as required by the City. The Vendor must have secured, maintained and provide the required amount of \$1,000,000 General Liability and \$500,000 Automobile Liability limits and must list the City as an additional insured. The Vendor must have Worker's Compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City Administrator.
11. **Invoice:** Vendor must provide to the City an original invoice in duplicate to the Finance Department. The invoice shall contain the invoice number, item descriptions, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. If invoices subject to cash discount are not mailed on the date of shipment, discount period will be calculated from the date the invoice is received.
12. **Jurisdiction:** This purchase order shall be governed, construed and interpreted by, through and under the laws of the State of Washington.
13. **Liability-copyright/patent/trademark:** Vendor shall save and hold harmless the City, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the City or used in the performance of this purchase order.
14. **Litigation Venue:** In the event of any litigation between them, the parties specifically understand and agree that venue shall take be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.
15. **Modifications/Changes:** No modifications, substitutions, and/or changes shall be binding upon the City unless approved in writing by the City through a revised purchase order.
16. **Payment:** The City shall pay to the Vendor the price or prices specified in the purchase order upon delivery of the materials, equipment, or supplies and acceptance thereof by the City, or upon completion of the work to be performed and the acceptance thereof, as specified in the purchase order.
17. **Payment Changes:** Payments will only be made to the Vendor at the address as set forth on the invoice unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.
18. **Price:** Vendor shall charge the City the lowest and best price. If prices decline before receipt of shipment, the revised prices shall govern. Otherwise, invoices shall be approved for payment only at the prices of quotations agreed upon or prevailing at the time the order was placed, unless the City is notified immediately upon receipt of the purchase order and prior to shipment or any increase in price, whereupon the City shall have the right and privilege to cancel the order.
19. **Purchase Order Number:** The purchase order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning the purchase order.
20. **Quantities:** Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.
21. **Rejections/Reimbursements:** If, within a reasonable time after delivery, the City finds the goods ordered to be defective in workmanship or material or otherwise not in conformity herewith, the City may, in addition to other rights, reject and return such goods at Vendor's expense and such goods may not be replaced by Vendor without written authorization from the City.
22. **Recurring Purchase Order:** If the purchase order is continuing in nature, the City shall pay to the Vendor after receipt of invoices for material, equipment or supplies furnished, or work completed and accepted, as herein provided. The purchase order shall remain open until the not to exceed authorized amount has been depleted.
23. **Severability:** If any part of this purchase order is found by a court to be unenforceable, the remaining provisions shall nonetheless be enforceable to the extent allowed by law.
24. **Shipping and Handling:** All invoices shall include all freight, packing and handling charges. All goods delivered and services shall be free from all liens. Vendor is required to prepay charges and list such on the invoice.
25. **Terms:** By accepting the purchase order, the Vendor agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with the City's policies and procedures.
26. **Title:** Title for goods and materials shall pass when the goods and materials are inspected and accepted by the City.
27. **Waiver:** Any waiver by the Vendor or the City of a condition in any shipment or breach of any provision of this purchase order by the other party will not be considered a waiver of any other terms of this purchase order or that condition for subsequent shipments or subsequent breach by either party or prevent either party from enforcing any such provision.
28. **Warranty:** For a minimum of one (1) year after delivery to and acceptance by the City, the Vendor warrants that the goods and services furnished hereunder shall conform to the requirements and specifications of this order and shall be of good workmanship and quality, free of all defects and fit for the purpose for which they are intended. Disclaimers of express or implied warranties and limitations of liability from or in connections with Vendor's products ordered hereby will be of no effect unless assented to in writing by City.

HiTouch

BUSINESS SERVICES

CONTRACT FURNITURE

Project Title:

Northbend 2-12-25 R191804

Quote Date: 2/6/2025 10:27:36 AM

Prepared by:

Joe Vaccaro

joe.vaccaro@hitouchbusinessservices.com
360.556.7403



Shipping Information:

City of Northbend

920 SE Cedar Falls Way
North Bend WA 98045
Contact: Colin Mercer
Phone: 425.414.1164
E-mail: cmercer@northbendwa.gov

Customer Contact:

City of Northbend

920 SE Cedar Falls Way
North Bend WA 98045
Contact: Colin Mercer
Phone: 425.414.1164
E-mail: cmercer@northbendwa.gov

721 Legion Way Olympia, WA 98501 <https://hitouchcontractfurniture.com>

Notes and Comments

5

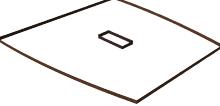
Contract Number:

R191804

Qty.	Product Description	Price		
		List Price	Unit	Extended
Brice				
1	HWR3048P Systems Rectangular Worksurface Edgeband 30D x 48W Grd L1 Standard Laminates Pinnacle Pinnacle Black	\$597.00	\$208.95	\$208.95
1	HWV75BBRP Systems 60x48x30x30Rt Corner Cove Worksurface Edgeband Grd L1 Standard Laminates Pinnacle Pinnacle Black	\$911.00	\$318.85	\$318.85
1	T33M-CRK_7272R Titan Pro - 3 leg, 3 stage, triple motor, height adjustable electric base, continuous Rail Kit, right - 72"W x 72"D Black No Selection	\$1,673.00	\$799.00	\$799.00

Subtotal for Brice **\$1,326.80**

Conference

Qty.	Product Description		Price		
			List Price	Unit	Extended
8	EG6 G6 Conference/Executive chair Black		\$772.00	\$415.00	\$3,320.00
					
2	HTG2PWR-3P-2B-2U ElloraB G2 Flptop 3 AC Pwr-1 Dual USB-A-2 Blank Black		\$1,117.00	\$521.64	\$1,043.28
					
1	HTLB54108 108"Wx54"D Boat Shaped Lam Top 2MM/Flat Lowell Ash Cut Out For Flip Top Port Grd L2 Standard Laminates Lowell Ash		\$1,911.00	\$892.44	\$892.44
					
1	HTLHP108 Lam Hollow Pan Base For 108" W Table Tops Grd L2 Standard Laminates Lowell Ash Lowell Ash		\$2,475.00	\$1,155.83	\$1,155.83
					

Subtotal for Conference **\$6,411.55**

Elaine

Qty.

Product Description

Price

	List Price	Unit	Extended
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1



HWR2460P
Systems Rectangular Worksurface Edgeband 24D x 60W
Grd L2 Standard Laminates
Skyline Walnut
Skyline Walnut
Loft

\$675.00

\$238.28

\$238.28

Subtotal for Elaine

\$238.28

MISC

Price

	List Price	Unit	Extended
--	------------	------	----------

4

T1523-Q002164
Makr 15 x 23 top, Skyline Walnut, matching pvc edge.

\$445.00

\$256.75

\$1,027.00

1



TY64B8
Truly Full Multi-Function
TYS : Standard Size (19" width - STD)
KR300-65 : Tallest Height, Width Adjustable T-arms, RP65 lockable arm
Upholstered Back
Back Wrap
Grade 2 - Drift and SoftSit
Soft Sit
Graphene
BK02 : Nitro Black (STD) formerly TB Modern Black
BK02 : Nitro Black (STD) formerly NB Modern Black
Grade 2/Grade-in A - Clue, Drift, SoftSit and Track
Soft Sit
Graphene
BLK : Black Powder Coat Aluminum (standard on STDB)
5BTY : 5" Black Powder Coat for STDB (STD) formerly TB5
27BTY : Black Powder Coat Aluminum for STDB formerly B26
55MSTY : BUS Soft Casters (STD) formerly CAS3555-S
No Selection (STD)
No Selection (STD)

\$1,439.00

\$739.00

\$739.00

Price

	List Price	Unit	Extended
--	------------	------	----------

Susie

Subtotal for MISC

\$1,766.00

ZInstallation

			Price	
		List Price	Unit	Extended
1	ZINSTALLATION Discounted installation due to wrong top for Elaine. Includes additional desk move.	\$0.00	\$1,025.00	\$1,025.00
			Subtotal for ZInstallation	\$1,025.00

--Special Instructions

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

Applicable Sales Tax will be added at time of invoicing.

--Additional Instructions--

*Signature indicates acceptance of above quotation as well as the review and agreement to terms and conditions included with this quotation.

Accepted by

Title

Title

PO Number

Product Total:

\$10,920.58

Grand Total Sell: \$10,920.58

Terms and Conditions

At **HiTouch Business Services** we are committed to providing quality products and services to the marketplace. We would like to review key details related to your (project/order) to ensure your satisfaction.

Our Order Process

- A credit application is required for all **NEW** customers.
- Details of the delivery/service including the “ship to” address, building access, second contact, etc. to be provided prior to the purchase order.
- A **50 %** deposit and signed agreement are required on this order.
- All orders are placed once a completed signed purchase agreement, purchase order and deposit are received. A mutually agreeable Customer Required Date will be determined based on estimated vendor lead-times.
- All product is custom manufactured to your specifications and therefore cannot be returned. Restocking programs are not an option.
- Customer acknowledgements are available to you, upon request.
- If we are installing workstations with powered panels you will need to coordinate with an electrician to connect the building power interface.
- If you are receiving product “drop ship” (product is being shipped directly from the manufacturer to you without HiTouch personnel to unload and place) you are responsible for inspecting the product for freight related damages. If product is damaged it must be noted on the bill of lading. Please contact HiTouch immediately.

Scheduling & Confirmation

- We will confirm your scheduled delivery/service date 48 hours in advance; any changes to the original order should be communicated at this time. Please note that additional requests may result in scheduling changes and or additional charges.
- Consider the disposition of your existing product. If existing product needs to be moved or removed when new product is delivered, we would be happy to quote you for this service. Labor will be charged at a rate of \$55.00 per hour per man or as quoted.

Project Changes

- If the job site is not ready on the mutually agreed upon customer required date, the product will be invoiced. Any additional expense incurred to handle, store and/or redeliver your order will be submitted to you for payment.

Delivery, Installation, Services

- Delivery and installation will be conducted, during normal working hours, by our professional, non-union personnel. Should after business hours or weekend install be required, and union personnel be required we shall provide a quote accordingly.
- We require the job site to be safe, accessible, clean, clear of debris and free from other trades. Unacceptable job site conditions may result in additional charges for excessive handling, storage and transportation.
- Removal of contents including desktop items may be required, depending on the service we are providing.
- Changes to the original scope of the job will be submitted for your approval and payment.

Job Completion

- Upon delivery of new or pre-owned product, we will complete a general “wipe down” cleaning of all products.
- We will complete a walkthrough with you at a prearranged time upon completion of your order/project.

Invoicing & Payment

- Product will be invoiced upon receipt of the products at the job site or sooner as required.
- Final payment is due in full net **20** days from the date of the invoice.



City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-018
Resolution Declaring Certain Personal Property Surplus to the Needs of the City and Authorizing its Disposal	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 Finance – Martin Chaw Public Works – Mark Rigos, P.E.	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		
Attachments: Resolution, Exhibit A		
SUMMARY STATEMENT:		
The City of North Bend's Community & Economic Development Department has compiled a list of accumulated, surplus personal property from various City departments. A copy of the surplus personal property identified by City Staff is attached to the proposed Resolution as Exhibit A. The listed items are all furniture from staff changes and ergonomic upgrades to workstations. The approximate value of each item is included in Exhibit A to the Resolution, and the estimated total value of the property is \$190.		
This Resolution deems the property identified in Exhibit A to be surplus, states that the property is no longer required by Staff, and authorizes the personal property's disposal, pursuant to North Bend Municipal Code Chapter 3.56.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services		
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the March 11th, 2025, Finance and Administration Committee meeting and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB25-018, a resolution declaring certain personal property surplus to the needs of the City and authorizing its disposal.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 18, 2025		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, DECLARING CERTAIN
PERSONAL PROPERTY SURPLUS TO THE
NEEDS OF THE CITY AND AUTHORIZING THE
DISPOSAL OF SAME**

WHEREAS, North Bend Municipal Code (“NBMC”) Chapter 3.56, Sale of Surplus Property, authorizes the City to dispose of personal property surplus to the needs of the City; and

WHEREAS, office furniture and other equipment which has become surplus to the needs of the City has accumulated in various City departments; and

WHEREAS, all such property has been cataloged with all City departments having the opportunity to review the listing; and

WHEREAS, NBMC 3.56.010 stipulates the City Council must unanimously deem the property to be surplus and determine the terms and conditions of its sale;

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

Section 1. The personal property is hereby declared surplus to the needs of the City of North Bend, in the form as attached hereto as Exhibit A.

Section 2. At least ten days before the date set for sale of the surplus personal property identified in Exhibit A hereto, the City Administrator shall cause to be published in the City’s official paper and posted on the City’s official posting places, a notice of the sale in accordance with NBMC 3.56.020.

Section 3. The personal property declared to be surplus to the needs of the City in Section 1 of this Resolution shall be disposed of in a commercially reasonable manner, including, but not limited to by public auction or private negotiation, and such property having no or de minimis value may be destroyed.

Section 4. Any proceeds from the sales authorized in Section 3 above, shall be paid into the City’s General Fund in accordance with NBMC 3.56.030.

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

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

Effective:

Posted:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

**City of North Bend
Resolution , Exhibit A
Furniture Surplus March 2025**

QTY	ITEM	MANUFACTURER	Model #	Serial #	LOCATION	LOCATION	Tag	Estimated Value Each	Total Estimated Value	Notes
1	4 DRAWER FILE CABINET	DEVON	NA	NA	CITY HALL	N/A	\$ 50	\$ 50	\$ 50	END OF USEFULL LIFE
1	4 DRAWER FILE CABINET	HON	NA	N/A	CITY HALL	N/A	\$ 50	\$ 50	\$ 50	END OF USEFULL LIFE
1	3 DRAWER ROLLING FILE CABINET	HON	MUSCATINE	MYCJJKV	CITY HALL	N/A	\$ 10	\$ 10	\$ 10	END OF USEFULL LIFE
1	3 DRAWER ROLLING FILE CABINET	UNKNOWN	PM20BBF	DHH6MM	CITY HALL	N/A	\$ 5	\$ 5	\$ 5	END OF USEFULL LIFE
1	2 DRAWER ROLLING FILE CABINET	UNKNOWN	NA	NA	CITY HALL	N/A	\$ 10	\$ 10	\$ 10	END OF USEFULL LIFE
1	2 DRAWER FILE CABINET	HON	NA	MGRP1B	CITY HALL	N	\$ 10	\$ 10	\$ 10	END OF USEFULL LIFE
1	EXECUTIVE DESK	HON	5101M	DH6CG	CITY HALL	N/A	\$ 10	\$ 10	\$ 10	END OF USEFULL LIFE
1	DESK CHAIR	ACADIA	21517	570621	CITY HALL	N/A	\$ 10	\$ 10	\$ 10	END OF USEFULL LIFE
2	DESK CHAIR	NA	NA	NA	CITY HALL	N/A	\$ 10	\$ 10	\$ 20	END OF USEFULL LIFE
1	DESK CHAIR	HON	MUSCATINE	3B27ZL	CITY HALL	N/A	\$ 10	\$ 10	\$ 10	END OF USEFULL LIFE
5	DESK TOP FILE ORGANIZERS	UNKNOWN	NA	N	CITY HALL	NA	\$ 1	\$ 1	\$ 5	END OF USEFULL LIFE
								Approximate Total Value	\$ 190	



City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-019
Motion Authorizing the Mayor to Execute and Administer an Interlocal Agreement with the City of Sunnyside for Jail Services	Department/Committee/Individual	
	Mayor Mary Miller	
	Interim City Administrator – Bob Larson	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Police – Acting Chief Gary Horejsi	X
Attachments: Proposed Interlocal Agreement for Jail Services		

SUMMARY STATEMENT:

With jail costs rising each year, the Snoqualmie Police Department, with whom the City of North Bend contracts for police services, has been looking for less costly long-term confinement jail options. On or about October 18, 2023, the City of North Bend and the City of Sunnyside (Cities) first entered into an Interlocal Agreement (“ILA”) for the provision of jail services. The Cities now desire to enter into a new ILA for the same services. The proposed ILA (“Proposed ILA”) provides for long-term post sentencing confinements (i.e., sentences greater than 30 days). Additionally, the City of Sunnyside, acting through Sunnyside Correctional staff, will provide weekly transportation from the Issaquah Jail or South Correction Entity (“SCORE”) at no extra cost to the City North Bend. The Proposed ILA may be terminated at any time by the City of North Bend or the City of Sunnyside. The rates for confinement at the Sunnyside Jail facility are:

Rate in 2024

- Non-guaranteed rate: \$63.00

Rate in 2025

- Non-guaranteed rate: \$68.99

Below is a breakdown of the City’s other current contracts for jail services as a comparison.

<u>Jail Provider</u>	<u>Booking Fee</u>	<u>Daily Fee</u>	<u>Mental Health Services Provided</u>
City of Issaquah	\$ 20.00	\$150.00	No
King County	\$293.28	\$273.39	Yes
SCORE	\$65.00	\$204.97	Yes

APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services.

COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee reviewed this item at its March 4, 2025, meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB25-019, authorizing the Mayor to execute and administer an Interlocal Agreement with the City of**

City Council Agenda Bill

Sunnyside for jail services, in a form and content acceptable to the City Attorney.

RECORD OF COUNCIL ACTION

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

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
818 East Edison
Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF NORTH BEND, WASHINGTON, FOR THE HOUSING OF
INMATES**

THIS INTERLOCAL AGREEMENT is made effective this 1st day of January, 2025, by and between THE CITY OF NORTH BEND, Washington, hereinafter referred to as "NORTH BEND", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and NORTH BEND are authorized by law to have charge and custody of the Sunnyside City Jail and NORTH BEND prisoners or inmates, respectively; and

WHEREAS, NORTH BEND wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from the effective date and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require NORTH BEND to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, North Bend agrees to remove its inmate(s) from Sunnyside.

(b) By NORTH BEND due to lack of funding. The obligation of NORTH BEND to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by NORTH BEND. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then NORTH BEND shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to NORTH BEND.

(c) Termination for Breach. In the event NORTH BEND breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of Sunnyside giving NORTH BEND written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate NORTH BEND's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, NORTH BEND shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until NORTH BEND retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside:	City of Sunnyside 818 E. Edison Avenue Sunnyside, WA 98944
Primary Contact Person:	Andrew Gutierrez, Corrections Sergeant 509-836-6200, agutierrez@sunnyside-wa.gov
Secondary Contact:	Robert Layman, Chief of Police 509-836-6200, rlayman@sunnyside-wa.gov
To NORTH BEND:	City of North Bend 920 SE Cedar Falls Way, North Bend, WA ap@northbendwa.gov
Primary Contact Person:	<i>Brian Lynch, Chief</i> 425.888.3333 #2, BLynch@snoqualmiewa.gov
Secondary Contact:	Horejsi, Gary, Captain 425.888.3333, ghorejsi@snoqualmiewa.gov Communications: 425.888.3333

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "**Medium**" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "**Maximum**" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house NORTH BEND inmates for compensation per inmate at the rate of \$68.99 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of NORTH BEND inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to NORTH BEND, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against NORTH BEND.

(b) Billing and Payment. Sunnyside agrees to provide NORTH BEND with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. NORTH BEND agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. NORTH BEND shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of NORTH BEND are confined in order to determine if such jail maintains standards of confinement acceptable to NORTH BEND and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLoughs, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews,

electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from NORTH BEND and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to NORTH BEND for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either NORTH BEND or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. NORTH BEND may transfer to Sunnyside only agreed amounts of personal property of NORTH BEND inmates recovered from or surrendered by inmates to NORTH BEND upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or NORTH BEND.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to NORTH BEND inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed NORTH BEND inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, NORTH BEND shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to NORTH BEND inmates. NORTH BEND shall be responsible for any

and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for NORTH BEND's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to NORTH BEND as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, NORTH BEND agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, NORTH BEND will be notified by contacting the duty supervisor at NORTH BEND prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to NORTH BEND inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to NORTH BEND by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill NORTH BEND directly. NORTH BEND will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. **DISCIPLINE**. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of NORTH BEND. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. **RECORDS AND REPORTS**.

(a) NORTH BEND shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, NORTH BEND shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. **REMOVAL FROM THE JAIL**. An inmate of NORTH BEND legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from THE NORTH BEND or by order of any court having jurisdiction. NORTH BEND hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside

to remove NORTH BEND inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform NORTH BEND of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any NORTH BEND inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to NORTH BEND. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a NORTH BEND inmate, the Yakima County Coroner shall be notified. NORTH BEND shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify NORTH BEND of the death of a NORTH BEND inmate, furnish information as requested and follow the instructions of NORTH BEND regarding the disposition of the body. NORTH BEND hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of NORTH BEND. Written notice shall be provided within three weekdays of receipt by NORTH BEND of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by NORTH BEND. With NORTH BEND's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by NORTH BEND. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) NORTH BEND shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES. Upon request from Sunnyside, NORTH BEND shall, at its expense, retake any NORTH BEND inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any NORTH BEND inmate is terminated for any reason, NORTH BEND shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend The City of NORTH BEND, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of NORTH BEND, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both NORTH BEND and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 NORTH BEND – HOLD HARMLESS AND INDEMNIFICATION. NORTH BEND agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of NORTH BEND, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) NORTH BEND's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both NORTH BEND and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from NORTH BEND when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from NORTH BEND who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) NORTH BEND prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to NORTH BEND's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of NORTH BEND for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of NORTH BEND under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by

agreement of the parties, said dispute shall be resolved by Washington Superior Court, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three (3)* years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. **ENTIRE AGREEMENT**. This Agreement represents the entire integrated Agreement between NORTH BEND and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: _____
Mike Gonzalez, City Manager

ATTEST:

Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

Saxton Riley& Riley, PLLC
Benjamin J. Riley,
Attorneys for the City of Sunnyside

THE CITY OF NORTH BEND

By: _____
Name of Endorser

ATTEST:

Name, City Clerk

APPROVED AS TO FORM:

Attorney for the City of North Bend

STATE OF WASHINGTON)

THE CITY OF NORTH BEND – Jail ILA
Page 11 of 12

: ss.

THE CITY OF SUNNYSIDE)

On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

THE CITY OF NORTH BEND)

On this day personally appeared before me _____, *Title*, of the CITY OF NORTH BEND, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My Commission Expires: _____



City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-020
An Ordinance Amending North Bend Municipal Code Chapters 18.06, 18.10 & 18.30 relating to Accessory Dwelling Units (ADUs)	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: N/A	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Community & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Associate Planner – Caitlin Hepworth	X
Attachments: Ordinance, Exhibits A-C, ADU Standard Comparison Chart, Planning Commission Staff Report with Public Comment		
SUMMARY STATEMENT:		
<p>Amendments are proposed to the City of North Bend Land Use Performance Standards concerning Accessory Dwelling Units (ADUs) in NBMC 18.10.050 Section 1.00, Subsection 1.52, and associated amendments to NBMC 18.10.041, and NBMC 18.06.</p> <p>The proposed code amendments are in response to recent amendments to RCW 36.70A.680 and .681 passed by the legislature through House Bill 1337, which updates standards and laws that local governments can impose on ADUs, with the intent of creating more lower-cost housing opportunities.</p> <p>Consistent with state law, the amendments increase the number of ADUs permitted per lot up from one to two, increase the maximum size of ADUs from 800 square feet to 1000 square feet, permit the condominiumization and sale of ADUs, and revise and add definitions related to ADUs.</p> <p>Additional related amendments are proposed to the nonconforming use regulations in NBMC 18.30. These amendments allow existing single-family homes in the Downtown Commercial Zone to have ADUs and provide a mechanism to bring existing nonconforming structures into conformance for use as ADUs.</p> <p>The Planning Commission held a Public Hearing on February 5, 2025, and made a recommendation to the Council to approve the proposed amendments.</p>		
APPLICABLE BRAND GUIDELINES:	The proposed amendments supports the City's brand statement of being a highly livable small town with sustainability managed growth, and by promoting affordability. The amendments reduce barriers for ADU development which may provide mutually beneficial opportunities for existing residents and newcomers.	
COMMITTEE REVIEW AND RECOMMENDATION:	The Community and Economic Development Committee reviewed this item at its February 18, 2025 meeting and recommended approval and placement on the Main Agenda for discussion.	

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB25-020, an ordinance amending North Bend Municipal Code Chapters 18.06, 18.10 and 18.30 relating to Accessory Dwelling Units (ADUs), as a first and final reading.**

RECORD OF COUNCIL ACTION

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

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, RELATING TO ACCESSORY DWELLING
UNITS; AMENDING NBMC SECTION 18.10.041;
AMENDING NBMC TABLE 18.10.050; AMENDING NBMC
SECTION 18.06.030; AMENDING NBMC SECTION
18.30.010; AND AMENDING NBMC SECTION 18.30.050;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE**

WHEREAS, during its 2023 session, the Washington State Legislature passed, and the Governor signed, HB 1337, codified into the Revised Code of Washington (“RCW”) as RCW 36.70A.680 and 36.70A.681, “which intends to ease barriers to the construction and use of [Accessory Dwelling Units] ADUs”; and

WHEREAS, HB 1337 impacts the City of North Bend, since it restricts a jurisdiction’s ability to enact regulations that inhibit the construction of ADUs, including those related to number of units permitted on a lot, owner occupancy requirements, lot size restrictions, unit size restrictions, setback requirements, and parking; and

WHEREAS, the City’s Comprehensive Plan Housing Element has identified ADUs as “a lower cost housing option in areas where housing is typically more expensive”; and

WHEREAS, ADUs could serve as an accessible option for renters at or below 120% area median income; and

WHEREAS, North Bend Municipal Code (“NBMC”) currently allows ADUs with some restrictions, but some of those restrictions conflict with this new state law; and

WHEREAS, the proposed amendments were submitted to the Washington State Department of Commerce for review on January 24, 2025; and

WHEREAS, a SEPA Determination of Non-Significance was issued for the proposed amendments on January 24, 2025; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments at its February 5, 2025, meeting to receive testimony on the proposed amendments; and

WHEREAS, the Planning Commission, by motion on February 5, 2025, recommended approval of the proposed amendments to NBMC Sections 18.10.050-1.52, 18.10.041, 18.06, 18.30.010, and 18.30.050 as detailed in its findings, conclusions and recommendations; and

WHEREAS, the North Bend City Council finds that the proposed amendments are consistent with the requirements of HB 1337, RCW 36.70A.680 and RCW 36.70A.681;

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

Section 1. NBMC Section 18.10.041 (Bulk and Dimensional Standards for Residential Accessory Units, Structures and Uses), Amended: North Bend Municipal Code Section 18.10.041 (Bulk and dimensional standards for residential accessory units, structures and uses) is hereby amended to read as set forth in Exhibit A hereto.

Section 2. Row 1.52 of NBMC Table 18.10.050 (Table of Performance Standards – Accessory Dwelling Units), Amended: Row 1.52 of Table 18.10.050 (Land use performance standards) set forth in North Bend Municipal Code Section 18.10.050 (Table of performance standards) is hereby amended to read as set forth in Exhibit A hereto.

North Bend Municipal Code Section 18.10.050, including the remainder of table 18.10.050, shall otherwise remain in full force and effect as currently adopted or hereafter amended.

Section 3. NBMC Subsections 18.06.030 “A”, “D”, “P”, and “S” (Definitions), Amended: Subsections A., D., P., and S. of North Bend Municipal Code Section 18.06.030 are hereby amended to read as set forth in Exhibit B hereto.

The remainder of North Bend Municipal Code Section 18.10.030 shall remain in full force and effect as currently adopted or hereafter amended.

Section 4. NBMC Section 18.30.010 (Nonconforming Use - Continuance), Amended: North Bend Municipal Code Section 18.30.010 (Nonconforming Use – Continuance) is hereby amended to read as set forth in Exhibit C hereto.

Section 5. NBMC Section 18.30.050 (Nonconforming Use - Addition and Enlargement), Amended: North Bend Municipal Code Section 18.30.050 (Nonconforming use – Addition and enlargement) is hereby amended to read as set forth in Exhibit C hereto.

Section 6. 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 by 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 7. 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 18TH DAY OF MARCH,
2025.**

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

Proposed Amendments to NBMC 18.10.041

18.10.041 Bulk and dimensional standards for residential accessory units, structures and uses.

- A. ~~Accessory dwelling units (ADUs), detached garages, and carports shall be located in side yard or rear yard areas only. All other accessory uses and structures to single-family dwellings, with the exception of fences, shall be located strictly in rear yard areas unless explicitly stated otherwise.~~
- B. ~~Detached ADUs, detached garages, and detached carports shall maintain five-foot side yard and five-foot rear yard setbacks; however, side or rear yard setbacks may be reduced to zero feet on one side yard lot line if the side yard on the opposite side is a minimum of 15 feet for single-family and 10 feet for cottage. All other accessory uses and structures to single-family dwellings shall maintain five-foot side and rear yard setbacks.~~
- C. For multifamily dwellings, accessory uses and structures shall be located strictly in rear yard areas, and maintain the same standards in subsections (C)(2) and (3) of this section, except that:
 - 1. Garages may be located under residential units.
 - 2. Clubhouses, recreation centers, pools, or sport courts may be located per site plan review and approval.
 - 3. Fences shall be regulated per NBMC 18.18.175.
- D. On corner lots, to provide a clear view/sight-distance triangle per NBMC 18.18.175, a 10-foot side yard setback is required for accessory structures.
- E. ~~Accessory dwelling units (ADUs) do not require additional lot area than that required for a single-family dwelling, except ADUs are not permitted on lots less than 4,000 square feet.~~
- E. F. Height of accessory structures shall not exceed 25 feet.
- F. G. Nonconforming Lots and/or Structures. Lots, structures, and/or land uses legally created and/or legally in existence prior to the adoption date of these standards are not subject to the bulk and dimensional standards herein; provided, that any remodeling, reconstruction, or new construction on such lots or to such structures shall meet all bulk and dimensional standards.
- G. H. Conflict with Other Code Provisions. Where bulk and dimensional standards conflict with other standards, provisions of NBMC 18.04.020 shall apply.
- H. I. Site perimeter landscaping requirements in Chapter 18.18 NBMC shall apply to all sites unless precluded by placement of a building to a conflicting minimum setback distance.
- I. J. Shall comply with NBMC 18.10.050(1.52), Land Use Performance Standards.

Proposed Amendments to NBMC 18.10.050, Section 1.00 Residential Subsection 1.52

1.52 Accessory Dwelling Units (ADUs)	<ul style="list-style-type: none"> a. Single-family detached dwellings, including designated manufactured homes, Principal residential units are permitted to have one two ADUs. ADUs shall not be permitted in conjunction with any other principal residential use, including but not
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	<p>limited to manufactured homes or mobile homes.</p> <p>b. An ADU may be attached (i.e., located within or attached to a <u>principal dwelling</u> SFDD) or detached (i.e., incorporated in a garage or other outbuilding to the <u>single-family principal</u> dwelling).</p> <p>c. ADUs shall not be permitted on lots less than 4,000 square feet.</p> <p>c.d. ADUs shall not be larger than 10 percent of the lot area or 800-1,000 square feet, whichever is smaller, and contain a maximum of one bedroom. Studies are allowed on lots less than 5,000 square feet and ADUs shall meet the height requirements of 1.51(b).</p> <p>e. ADUs cannot be separated or subdivided in ownership from the principal dwelling.</p> <p>d. <u>ADUs may be sold as condominiums subject to preparation of a condominium map per NBMC 17.24.</u></p> <p>f. The primary dwelling unit shall be owner-occupied. Permission for an ADU can only be applied for and granted to the property owner.</p> <p>g.e. The ADUs shall conform to <u>building and impervious surface</u> lot coverage and setback requirements for the LDR district.</p> <p>f. <u>ADUs shall conform to the following bulk and dimensional standards:</u></p> <ol style="list-style-type: none">i. <u>Attached ADUs shall meet the bulk and dimensional standards applicable to the principal residential unit.</u>ii. <u>Detached ADUs shall maintain five-foot side yard and ten-foot rear yard setbacks.</u>iii. <u>Detached ADUs shall not exceed 25' in height to the highest point of the ADU structure. On corner lots, a 10-foot side yard setback is required on the street side.</u>
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	<ul style="list-style-type: none">iv. <u>ADUs do not require additional lot area than that required for a single-family dwelling.</u>v. <u>Consistent with RCW 36.70A.681, detached ADUs may be sited at a lot line abutting a public alley that is not routinely plowed by the city.</u>g.h. <u>ADUs shall meet all building, electrical, fire, plumbing, <u>parking, design standards</u>, and other applicable code requirements, <u>except that street frontage improvements are not required for ADUs consistent with RCW 36.70A.681.</u></u>h. <u>ADUs are permitted for existing single-family detached dwellings within zones that do not allow single-family residential as a new use.</u>i. <u>ADUs shall be recorded on the property title with the King County Recorder's Office. It is the responsibility of the property owner to document the recording prior to final inspection. A copy of the recording shall be provided to the City. The City shall withhold issuance of the Certificate of Occupancy until a copy of the recording is on file.</u>j. <u>Homeowners Associations are not permitted to prohibit the development of ADUs. Associations with covenants, conditions, and restrictions or HOA agreements legally established prior to July 23, 2023 that prohibit the development of ADUs are permitted to continue those already established ADU prohibitions.</u>
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Proposed Amendments to NBMC 18.06.030.**18.06.030.A "A"**

1. "Abutting zones" means zoning districts sharing a common boundary. For purposes of landscaping and setback requirements, zones shall not be deemed abutting where the common boundary is at or within a street, railroad, trail, or other designated right-of-way.
2. "Accessory building" means a subordinate building, with separate means of egress, the use of which is incidental to the use of the main building and which is located on the same lot or on a contiguous lot, adjoining the principal lot, on most of one side.
3. "Accessory dwelling unit" or "ADU" means a year-round dwelling unit detached or attached to a single-family housing unit, duplex, triplex, townhome, cottage, or other housing unit, ~~ADUs are no larger than 10 percent of the lot area or 800 1,000 square feet, whichever is smaller, with a maximum of one bedroom. Studios are allowed on lots less than 5,000 square feet with cooking facilities, sanitary facilities, and an independent means of access, either attached or detached to a single-family residence. ADUs must provide permanent provisions for living, sleeping, eating, cooking, and sanitation, have an independent means of access, and must be located on the same lot as a single-family residence. principal housing unit.~~ ADUs may also be above a garage, provided the parking bays may not be converted to living space. An ADU may be allowed for sale by condominium pursuant to RCW 36.70A.681(1)(k).
4. "Accessory use" means a use incidental and subordinate to the principal use and located on the same lot or in the same building as the principal use.
5. "Administrative adjustment to standards" refers to the authority of the director of community services and/or his or her designee to change selected bulk and dimensional standards as outlined in procedures and criteria in the table of bulk and dimensional standards. An administrative adjustment may have similar or exact results, but is not the same mechanism as a variance, which may only be granted by the hearing examiner.
6. "Adult entertainment facilities" means enterprises predominantly involved, for commercial purposes, in the selling, renting, or presenting of books, magazines, motion pictures, films, video cassettes, cable television, live entertainment, performance, or activity distinguished or characterized by a predominant emphasis on the depiction, simulation, or relation to "specified sexual activities" as defined in this chapter for observation by patrons therein. Examples of such facilities include, but are not limited to, adult book or video stores and establishments offering panoramas, peep shows, or topless or nude dancing.
7. "Adult family home" means a regular family abode in which a person or persons provides personal care, special care, room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services as regulated by the Department of Social and Health Services in Chapter 70.128 RCW and Chapter 388-76 WAC. An adult family home may provide services to up to eight adults upon approval from the Department of Social and Health Services under RCW 70.128.066. Secure community transition facilities are not considered adult family homes.
8. "Affordable housing" means owner-occupied or rental housing built on a site that was designated at the time of development approval, to accommodate a scale and finish of structure as stated in the development approval, that is intended to be affordable by households making no more than 80 percent of the median household income for the city of

North Bend as calculated using the U.S. Department of Housing and Urban Development (HUD) methodology, assuming standard Federal Housing Administration lending criteria and minimum down payments when applicable, at the time of development approval.

9. "Agricultural land" means land meeting any one or more of the following definitions:
 - a. Land primarily devoted to commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by RCW 84.33.130 through 84.33.140, finfish in upland hatcheries, or livestock, and that has long-term commercial significance for agricultural production; or
 - b. Land that is currently in use for agriculture as evidenced by its current enrollment in the open space taxation program pursuant to Chapter 84.34 RCW.
10. "Agricultural land productivity" means:
 - a. Any parcel of land that is 20 or more acres or multiple parcels of land that are contiguous and total 20 or more acres:
 - i. Devoted primarily to the production of livestock or agricultural commodities for commercial purposes; or
 - ii. Enrolled in the federal conservation reserve program or its successor administered by the United States Department of Agriculture; or
 - iii. Other similar commercial activities as may be established by rule; or
 - b. Any parcel of land that is five acres or more but less than 20 acres devoted primarily to agricultural uses, which has produced a gross income from agricultural uses equivalent to, as of January 1, 1993:
 - i. One hundred dollars or more per acre per year for three of the five calendar years preceding the date of application for classification under this chapter for all parcels of land that are classified under this subsection or all parcels of land for which an application for classification under this subsection is made with the granting authority prior to January 1, 1993; and
 - ii. On or after January 1, 1993, \$200.00 or more per acre per year for three of the five calendar years preceding the date of application for classification under this chapter.
11. "Alley" means an improved thoroughfare, right-of-way, or easement, narrower than a street, that provides vehicular and nonmotorized access to an interior boundary of one or more lots, and is not designed for general traffic circulation.
12. "Alterations" means a change or rearrangement of the structural parts of existing facilities, or an enlargement by extending the sides or increasing the height or depth, or the moving from one location to another. In buildings for business, commercial, industrial or similar uses, the installation or rearrangement of partitions affecting more than one-third of a single floor area shall be considered an alteration.
13. "Anchor store" means commercial establishments including but not limited to antique shops, banks and financial institutions, bookstores, microbreweries, business offices, furniture/appliance stores, general stores (but not convenience stores), hardware stores, health clubs, pharmacies, and professional offices.
14. "Assisted living facility" means any facility that provides either temporary or permanent residence for senior citizens and which provides opportunities for common dining areas,

although some facilities may offer kitchen facilities in the individual units as well. Some assisted care facilities may offer minor health services on site, such as a resident nurse.

15. "Attached accessory dwelling unit" means an accessory dwelling unit located within or attached to a principal housing unit, such as a single-family unit, duplex, triplex, townhome, cottage, or other housing unit. The attached accessory dwelling unit must be affixed to the residential structure on the property.

1516. "Attached, structure or building" means a structure or building joined or fastened to another structure or building by any means to become one continuous structure or building.

18.06.030.D. "D."

1. "Design guidelines" means standards and principles relating to a variety of land use and community elements, including but not limited to site design, building design, landscaping, parking, signage, and pedestrian amenities, as found in North Bend's design review regulations, Chapter 18.34 NBMC.

2. "Detached accessory dwelling unit" means an accessory dwelling unit that is partly or entirely of a building that is separate and detached from a principal housing unit, such as a single-family unit, duplex, triplex, townhome, cottage, or other housing unit. A detached accessory dwelling unit located attached to or above a non-residential, freestanding structure on the property is considered detached. For example:

- a. A freestanding garage with an accessory dwelling unit is a detached accessory dwelling unit.
- b. A freestanding accessory dwelling unit may share a wall with a second freestanding accessory dwelling unit and meet the adopted definition of "detached accessory dwelling unit".

23. "Detached building" means a building that is not attached to any other building.

34. "Development" means any manmade alteration of unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, storage of equipment and materials and subdivision of land. For properties within the floodplain, development also includes the removal of more than five percent of the native vegetation on the property, or alteration of natural site characteristics.

45. "Development agreement" means an agreement that sets forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under Chapter 36.70A RCW. A development agreement may be with a person having ownership or control of real property within the city's jurisdiction or for real property outside its boundaries as part of a proposed annexation or a service agreement.

56. "Dock" means a basin for moorage of boats, including a basin formed between the extension of two piers or the area between a bank or quay and a pier. Docking facilities may include wharves, moorage or docks or any place or structure connected with the shore or upon shorelands provided for the securing of a boat or vessel.

67. "Dwelling, duplex" means a building containing two dwelling units totally separated from each other by an unpierced wall extending from ground to roof. Duplex units may have separate legal lots.

78. "Dwelling, multifamily" means a building containing two or more dwelling units, including units that are located one over the other. Multifamily dwellings typically occupy one common legal lot, however, as with duplexes, they may have separate legal lots.

89. "Dwelling, single-family" means a detached building designed for and occupied exclusively by one family and the household employees of that family.

18.06.030.P. "P."

1. "Park" means a site designed or developed for recreational use by the public including but not limited to major categories of:
 - a. Indoor park facilities (activity centers, swimming pools);
 - b. Outdoor park facilities for active recreation (sportfields, playfields, and related);
 - c. Outdoor areas for passive recreation (conservation areas, typically with nonmotorized trails).
2. "Parking space" means a space within or without a building, exclusive of driveways, at least 10 feet by 20 feet, used to temporarily park a motor vehicle and having access to a public street or alley.
3. "Performance standards" means guidelines, standards, and/or criteria that govern permitted and/or conditionally permitted land uses.
4. "Permanent supportive housing" is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services pursuant to RCW 36.70A.030. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW.
5. "Permitted use" means any use authorized or permitted alone or in conjunction with another use in a specified district and subject to the limitations of the regulations of such use district.
6. "Pervious surface" means a surface which does not prevent or retard the entry of water into the soil mantle as under natural conditions prior to development.
7. "Place" means an open, unoccupied, named space, other than a street or alley, at least 25 feet in width, permanently reserved and so recorded in the county records as the principal means of access to abutting or adjacent property.
8. "Primary use" means the principal or predominant use to which the property is or may be devoted, and to which all other uses on the premises are accessory.

9. "Principal unit" means the primary residential unit on a lot, such as a single-family housing unit, duplex, triplex, townhome, cottage, or other housing unit, located on the same lot as an accessory dwelling unit.

109. "Professional offices" means offices maintained and used as a place of business conducted by persons such as doctors, dentists, osteopathic physicians, naturopathic physicians, chiropractors, optometrists (but wherein no overnight care for patients is given), and by engineers, attorneys, architects, accountants and other persons or firms providing services in a manner that creates land use impacts similar to the specific uses listed above.

1140. "Prohibited uses" means land use activities, including associated buildings and/or structures, that are specifically prohibited by this zoning code, as listed in endnotes to Table 18.10.030.

1211. "Public utility" means a public service corporation performing some public service and subject to special governmental regulations, or a governmental agency performing similar public services, the services by either of which are paid for directly by the recipients thereof. Such services shall include, but are not limited to, water supply, electric power, gas and transportation for persons and freight.

18.06.030.S. "S."

1. "School, elementary, junior or senior high, including public, private and parochial" means an institution of learning which offers instruction in the several branches of learning and study required to be taught in the public schools by the Washington State Board of Education.
2. "Secondary use (incidental or accessory)" means a minor or second use for which a lot, structure or building is designed or employed in conjunction with but subordinate to its primary use.
3. "Secure community transition facilities" means a residential facility for persons civilly committed and conditionally released to a less restrictive alternative under Chapter 71.09 RCW. A secure community transition facility has supervision and security, and either provides or ensures the provision of sex offender treatment services. Secure community transition facilities include but are not limited to the facilities established pursuant to RCW 71.09.250 and any other community-based facilities established under Chapter 71.09 RCW and operated by the secretary or under contract with the secretary.
4. "Semiprivate facility" means any facility to which a class or a group of the public is permitted to attend or use subject to the regulations of a club or other organization owning or regulating such facility.
5. "Senior citizen" means a person aged 62 or older.
6. "Senior citizen housing" means:
 - a. Housing which is exclusively devoted to housing for, and restricted to use by, senior citizens, as this term is defined in this section, either under the Housing and Urban Development (HUD) Section 2.02 Program and contracts and guidelines pertinent thereto or, after the expiration of such contracts and direct applicability of such guidelines, under the provisions of those contracts and guidelines which were in effect at the expiration of the applicability of Section 2.02 financing to any particular senior citizen project which has been established under such a Section 2.02 program.

b. Any change of use from that of senior citizen housing will immediately cause all provisions of the zoning code to apply without regard to the bulk and dimensional standards of Table 18.10.040 or the reduced-parking requirement of NBMC 18.16.090, which otherwise may apply to senior citizen housing, and should housing be so changed from senior citizen housing, alternatives will immediately be required in order to gain code compliance, such as vacating units which cause excess density and conversion of such vacated units to facilities for use in common by the remaining project residents; and further, such as by immediately securing additional parking so as to meet parking requirements, or by converting additional dwelling units so as to meet parking requirements. Any delay that may be allowed by the city in implementing any application of municipal code requirements will not constitute a waiver of the full applicability of requirements of this zoning code, and developers of senior citizen housing will be deemed to be fully on notice that any bonus or requirement reduction relating to senior citizen housing applies only so long as the project is used for senior citizen housing.

c. Any developer of senior citizen housing is obligated to give six months' prior notice to the city of intent to abandon senior citizen housing status, and if the new use does not comply with requirements of this title, including but not limited to those pertaining to bulk and parking requirements, the occupancy permit for the building shall be revoked.

7. "Setback" means the distance that buildings and structures must be placed from respective front, side, and rear lot lines, subject to the provisions outlined in Table 18.10.040, Bulk and Dimensional Standards.

8. "Shelter station" means a shelter for the protection from the elements of the waiting customers of a public transportation system.

9. "Shopping complex" means individual commercial uses, typically divided in units, that are attached in a common building.

10. "Short term rental" means a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, is offered or provided to a guest by a short-term rental operator for a fee for fewer than 30 consecutive nights.

1110. "Sign" means any device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public.

1211. "Solid planting" means a planting of evergreen trees and shrubs which will prevent a through and unobscured penetration of sight or light.

1312. "Specified sexual activities" means human genitalia in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse, sodomy, or erotic fondling; touching or display of human genitalia, pubic region, buttocks, or female breasts.

1413. "Standard sized single-family home" means homes larger than 1,700 square feet in size.

1514. "Story" means that part of a building lying between two floors or between the floor and ceiling of the highest usable level in the building.

1615. "Street" means a public thoroughfare which affords the principal means of access to abutting properties.

1716. "Structural alterations" means any change in load or stress of the loaded or stressed members of a building or structure.

1817. "Structure" means a combination of materials constructed and erected permanently on the ground or attached to something having a permanent location on the ground. Not included are residential fences less than six feet in width, retaining walls, rockeries and similar improvements of a minor character less than three feet in height.

1918. "Substandard lots" means where an existing, recorded lot is substandard in width or area, and where the owner of the substandard lot does not own abutting lots which taken together would satisfy current lot width and area requirements, one single-family house may be constructed on a substandard lot, provided any new structure or substantial alteration to an existing structure must satisfy the current setback and lot coverage requirements of the zoning district in which it is located.

Proposed Amendments to NBMC 18.30**NBMC 18.30.010 Nonconforming use – Continuance.**

A. Nonconforming uses (i.e., buildings, structures, and/or land uses) may be continued provided there is no physical change other than permitted maintenance, repair/restoration, or addition/enlargement to such building, structure, or land use, as outlined per guidelines in NBMC 18.30.030, 18.30.040, and 18.30.050.

B. Existing nonconforming accessory buildings operating as an unpermitted ADU may be brought into conformance provided the following are met:

1. The subject accessory building was legally developed and received a building permit from the City of North Bend, including the approved final inspection.
2. A request to legalize an existing building operating as an unpermitted ADU shall include an application for a building permit, showing changes made to the primary dwelling unit and/or detached accessory building to accommodate the ADU.
 - i. Building Permit applications shall be submitted within a three-year period from the adoption of this ordinance.
 - ii. The building shall meet minimum building, utility, and fire standards to ensure a safe, habitable environment.
 - iii. Minimum parking requirements for the ADU are met as described under NBMC 18.16.
3. Property owners shall meet property title recording requirements described in NBMC 18.10.050 within a five-year period of the adoption of this ordinance.
 - i. A copy of the property title recording shall be submitted to the City of North Bend prior to final inspection of the building permit for recordkeeping purposes.
 - ii. Failure to provide a copy of the recorded document prior to occupancy may result in code enforcement proceedings and/or delay issuance of a Certificate of Occupancy.
4. Nonconforming accessory buildings that do not meet current zoning standards may continue to operate as an ADU, provided that:
 - i. Additions and enlargements may be permissible if an addition or enlargement is necessary to bring a nonconforming ADU structure into conformance with the adopted Building or Fire code.
 - ii. Additions and enlargements shall not make the ADU exceed the maximum ADU size permitted under NBMC 18.10.050.
 - iii. Additions and enlargements should avoid furthering the nonconformity unless the applicant can demonstrate no other reasonable alternative is possible.
5. Nothing in this section shall require that the city permit existing ADUs that are determined to be unsafe, uninhabitable, or dangerous.

C. Existing nonconforming accessory buildings may be converted into ADUs provided the following are met:

1. The subject accessory building was legally developed and received a building permit from the City of North Bend, including the approved final inspection.
2. An application for a building permit shall be submitted, demonstrating the building can be retrofitted to meet minimum building and fire standards.
3. Nonconforming accessory structures that do not meet current zoning standards may propose an ADU, provided that:

- i. Additions and enlargements shall not make the ADU exceed the maximum ADU size permitted under NBMC 18.10.050.
- ii. Additions and enlargements should avoid furthering the nonconformity unless the applicant can demonstrate no other reasonable alternative is possible.
- 4. The City maintains the right to deny conversion projects that fail to meet minimum building, utility, and fire standards.

D. Unpermitted housing units shall be issued a Notice to Abate and shall be required to discontinue the residential use and/or remove the building, subject to the determination of the Building Official.

NBMC 18.30.050 Nonconforming use – Addition and enlargement.

A. A nonconforming building, structure, or land use (as applicable) may be added to or enlarged; provided, that:

- 1. Such enlargement shall not exceed 20 percent of gross floor area for said building(s) or structure(s), and 20 percent of lot area dedicated to nonconforming land uses (where buildings/structures are not present);
- 2. Regardless of ownership, any enlargement shall be limited to a one-time only addition of the nonconforming building, structure, or land use;
- 3. Such enlargement conforms to the bulk and dimensional standards of the zoning district in which such building, structure, or land use lies. If no bulk and dimensional standards exist for the specific building, structure, or land use within a zoning district, standards for the use as prescribed in the lowest intensity district which would permit such use shall be applied to locate the building, structure, or land use;
- 4. Regardless of ownership, no expansion onto adjacent and nearby properties or adjacent and nearby legal lots shall be permitted;
- 5. No nonconforming signs shall be permitted to enlarge or expand;
- 6. In no case shall any prohibited uses as designated under NBMC 18.10.030 be permitted to enlarge or expand.

B. Nonconforming residential uses within the Downtown Core zone may be allowed additions and expansions for the purpose of adding accessory dwelling units (ADUs) to the lot in addition to allowances in NBMC subsection 18.30.050(A), provided that:

- 1. Limitations of additions and enlargements described in NBMC subsection 18.30.050(A) do not apply to ADUs proposed in the Downtown Core zone.
- 2. ADU and zoning development standards described in NBMC subsection 18.10.030-050 can be met on-site.
- 3. ADUs are not required to meet the development and design standards of the Form-Based Code.

ADU Standard Comparison Chart – Current vs. Proposed Standards in accordance with HB1337

Standard	Current	Proposed
Permitted Zones	LDR, CLDR, MDR, HDR	Any lot with a legally established residential unit(s)
Primary Lot Use	Single Family Dwelling	Any Residential Unit
Minimum Lot Size	4,000 sf	Any residential lot that can meet other development standards
Maximum Number per Lot	1 unit	2 units
Maximum Size	800sf	1,000sf
ADU Placement	Side or Rear Yard Only	Must Meet Zone Setbacks
Front Setback	Not Permitted in Front Yard	By Zone
Side Setback	5/15ft	5 ft
Rear Setback	5ft	10ft
Corner Lot Setback*	10ft	10ft
Max Height*	25 ft	25 ft
Building Coverage*	40% for all buildings onsite	40% for all buildings onsite
Impervious Surface*	By Zone	By Zone
Rented vs Owned	Renter Only	Renter or Ownership through Condo Agreement
Primary Use Occupancy	By Owner	By owner or renter
Prohibition	HOAs may prohibit ADUs	Newly established HOAs may not prohibit ADUs
Title Recording	Not required	Required

*No proposed changes to current standards



Community and Economic Development Department Staff Report

Proposal: Amendments to the Accessory Dwelling Units (ADUs) Performance Standards in NBMC 18.10.050 section 1.52 and associated amendments to NBMC 18.10.041, and NBMC 18.06, and amendments to Nonconforming use – Continuance in NBMC 18.30.010 and Nonconforming use – Addition and enlargement in NBMC 18.30.050.

Date: February 5, 2025

Proponent: City of North Bend

Staff Recommendation:

A motion to recommend City Council approval of the proposed amendments to NBMC 18.10.050 section 1.52 concerning ADUs and amendments to Nonconforming use – Continuance in NBMC 18.30.010 and Nonconforming use – Addition and enlargement in NBMC 18.30.050.

A. PROPOSED AMENDMENTS:

Amendments are proposed to the City of North Bend Land Use Performance Standards concerning Accessory Dwelling Units (ADUs) in NBMC 18.10.050 Section 1.00, Subsection 1.52, and associated amendments to NBMC 18.10.041, and NBMC 18.06. The amendments are intended to increase the number of ADUs permitted per lot up from one to two, increase the maximum size of ADUs from 800 square feet to 1000 square feet, permit the sale and/or subdivision of ADUs, revise setbacks applicable to ADUs, clarify definitions, and associated minor amendments.

The proposed code amendments are in response to recent legislative amendments to RCW 36.70A.680 and 681 passed by the legislature through House Bill 1337, which updates standards and laws that local governments can impose on ADUs. Subject to the amendments to RCW 36.70A.681 under HB1337, cities:

- Must allow two (2) ADUs per single family residential lot in any configuration of attached or detached, or through conversions of existing structures,
- May not require the owner to occupy the property, and may not prohibit sale as independent units,
- Must allow an ADU of at most 1,000 square feet and must adjust zoning to be consistent with the bill for things such as height, setbacks, and other regulations.
- May not require the provision of off-street parking for ADUs within one-half mile of a major transit stop (not applicable in North Bend),
- May not prohibit the sale or other conveyance of a condominium unit independently of a principal unit solely on the grounds that the condominium unit was originally built as an ADU.

This gives the City of North Bend the opportunity to update its own standards and regulations on ADUs to help meet housing and affordability goals by enabling existing or proposed single-family residential lots in all zones to contain additional housing units at a more affordable price.

Staff are therefore proposing amendments to the performance standards for ADUs, including the number of units permitted per lot, maximum size of the units, sale/subdivision of the units from principal dwelling, identify sewage connection requirements, and placement of the units to ultimately allow for the construction/availability of more housing stock at a relatively affordable price when compared to a typical single-family home.

Associated amendments to NBMC 18.10.041 are provided to remove regulations pertaining to ADUs from this section, so that all ADU provisions are addressed in 18.10.050 subsection 1.52, and NBMC 18.10.041 only addresses residential accessory structures and uses (and not ADUs). Additional definitions have been proposed to NBMC 18.06 to align with state recognized ADU definitions in HB1337 and provide clarity within the code.

Additionally, there are proposed amendments to the nonconforming use code in NBMC 18.30. Proposed amendments to NBMC 18.30.010 are included to address non-conforming single-family lot uses within the Downtown Commercial (DC) zone. Amendments to NBMC 18.30.010 also describe an amnesty path toward ADU legalization for residential lots with a building or enclosure that was legally established but not permitted to operate as an ADU. The amendment would provide a three-year period for properties to conform structures used as ADUs to building standards, fire standards, and ADU recording requirements to bring the structures into legal conformity with the code.

Amendments are also proposed to NBMC 18.30.050 Nonconforming use – Additions and enlargements that grant an exemption for ADU additions for non-conforming single-family uses in the DC zone. Under the current code, any single-family lot in the DC zone would be limited for ADU additions or expansions by 20 percent of the gross floor area and 20 percent of the lot area. The amendment would exempt ADUs from the 20% addition and enlargement limitation and clarifies the subject limitation would be applicable only to the single-family home.

The proposed municipal code amendments are provided within the attached Exhibit A.

B. FINDING AND ANALYSIS:

- 1. Public Hearing:** A public hearing is scheduled for the February 5th, 2025 Planning Commission Meeting.
- 2. Municipal Code Amendment Process:** Municipal code amendments are governed by NBMC 20.08.070 through 20.08.110, evaluated below.

a. Impacts of Proposed Amendment

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

- i. Environmental Impacts.** No environmental impacts are anticipated from revising the land use performance standards concerning ADUs. Regulations protecting critical areas, managing storm water runoff (including maximum impervious surface limits per property based on zoning), and controlling floodplain impacts are governed by the Critical Area Regulations in NBMC Title 14, and apply regardless of development that occurs on a site. Such review will occur upon submittal of an application for development.
- ii. Economic Impacts.** The amendments have a positive economic impact for the City of North Bend by making the development of ADUs less restrictive and therefore encouraging the development of more ADUs that can provide the city with more housing stock at more affordable prices. This is particularly important for many people who work in North Bend, particularly within the retail and service industries, who cannot find local housing that they can afford. New residents/tenants would also be added to the city's tax base, supporting local businesses.
- iii. Cultural Impacts.** No significant cultural impacts are anticipated from the proposed amendments. ADUs provide a form of housing stock that is largely lacking in the City of North Bend, allowing people from a wide range of incomes the opportunity to live in the city, as well as increasing housing options for households with elderly parents or grown children.

- b. Impacts to Surrounding Properties.** The proposed amendments are not specific to any particular properties. However, the amendments have the potential to impact the amount of readily available on-street parking if not enough off-street parking is provided for an ADU. The City's parking regulations require 1 parking stall for each ADU (in addition to parking required for the primary home), which should provide sufficient off-street parking to limit impacts to street parking.

3. Compatibility of Proposed Amendment with North Bend Comprehensive Plan

In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the Comprehensive Plan.

The North Bend Comprehensive Plan Housing Element calls for a mix of housing types and densities to help meet housing demands for the region. The Housing Element also calls for the permittance of two ADUs per lot where single-family homes are permitted.

The proposed amendments are consistent with the following Comprehensive Plan Goals and Policies:

Housing Goal 1: Encourage a variety of housing types and densities compatibly located to meet the demands of a diverse population.

Housing Policy 1.2: Encourage the provision of a diversity of housing types and sizes to meet the needs of a wide range of economic levels, age groups and household make-up.

Housing Policy 4.9: Support and allow the development of a variety of housing types that increase the availability of housing affordable to all economic segments of the city's population.

Housing Policy 6.6: Encourage and support accessible design and housing strategies, such as ADUs, that provide seniors the opportunity to remain in their own neighborhood as their housing needs change.

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

In accordance with NBMC 20.08.070 and .080, application for municipal code amendments must be evaluated for compliance with the North Bend Municipal Code.

The amendments, which bring North Bend's municipal code regarding ADUs up to state standards and requirements are consistent with a stated purpose of the Low-Density Residential zone in NBMC 18.10.020(A)(3), which reads, "Accommodate other uses compatible with single-family residences and other types of innovative styles of residential units including accessory dwelling units."

5. Consistency with NBMC 20.08.100

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

1. Is the issue already adequately addressed in the Comprehensive Plan?
The amendments are to the North Bend Municipal Code and not the Comprehensive Plan. See further description on compatibility of the proposed amendments to the Comprehensive Plan above.
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
Yes. As described further under section A, the amendments are proposed to better enable ADUs to be developed both in larger size and quantity within the City of North Bend, which is intended to help fill the need for more housing; The amendments are also needed to meet state requirements when regulating ADUs.
3. Is the proposed change the best means for meeting the identified public need?
Yes. The draft amendments are the best means to meet the changes to restrictions on ADUs imposed by the state.
4. Will the proposed change result in a net benefit to the community
Yes. The proposed regulations will result in a net benefit to the community by allowing for a higher quantity of alternative housing that serves different needs for housing while also being relatively more affordable than a detached single-family home.

C. SUMMARY FINDINGS

- 1) The Planning Commission considered the proposed draft amendments at their August 7 and August 21, 2024 Planning Commission meetings and held a public hearing on the draft regulations at their August 21, 2024 and February 5, 2024 meeting, receiving and considering comments (....TBD....).
- 2) The amended ADU standards will result in a benefit to the community by enabling the development of greater size and quantity of ADUs on individual lots consistent with state law, which can help to increase the supply of housing in forms that are more affordable.
- 3) Pursuant to RCW 36.70A.106, the draft regulations were forwarded to Commerce - Growth Management Services on July 29, 2024.
- 4) The Department of Commerce – Growth Management Services communicated on September 23, 2024 that additional amendments were needed to be fully in conformance with HB1337. Draft amendments were developed January 6, 2025.
- 5) A State Environmental Policy Act Determination of Non-significance on the proposed amendments was issued on January 17, 2025 and noticed appropriately.
- 6) The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*. The Planning Commission finds that the proposed amendments are consistent with the criteria in NBMC 20.08.100(B) and would result in a net benefit to the community.

D. RECOMMENDATION

Staff Recommendation

The proposal is consistent with the development regulation amendment procedures in NBMC 20.08 and is supported by policies within the Comprehensive Plan. Staff recommends approval of the amendments to the Accessory Dwelling Units (ADUs) performance standards in NBMC 18.10.050 section 1.52, NBMC 18.10.041, NBMC 18.06, and NBMC 18.30.050.

Planning Commission Recommendation

Based on the findings above and after consideration of the public comment received at the public hearing, the North Bend Planning Commission recommends **APPROVAL/DENIAL** of the proposed amendments to the Accessory Dwelling Units (ADUs) performance standards in NBMC 18.10.050 section 1.52, NBMC 18.10.041, NBMC 18.06, and NBMC 18.30.050.

Exhibits:

- Exhibit A: Municipal Code Amendments
- Exhibit B: Written comment(s) received (if received)

Cost to build one 1000 ft ADU:
\$400 a square feet. equals \$400,000.
Landscaping 5,000
Fencing 5,000
Driveway, Patio, walkways 5,000

Site preparation cost:
Survey 8,000
Geotech report 6,000
Groundwater monitoring 8,000
Civil engineering 25,000
Architectural plans 5,000
Structural engineer and energy calculations 6,000
Project permit consultant 12,000
Water meter 28,000
Excavation and utilities 7,000
Storm water design 3,500
Attorney Condo fees 26,500

Estimated cost for structure and site preparation is \$550,000
The cost for parcel of land will range between 100,000 to 300,000

The market value of a 1,000 sq ft structure is \$600,000 This is less than the building cost.
The market value for a 1,200 square ft 3 bedroom structure in North Bend is \$750,000

Additional project fees:
Impact fees ?
Permit fees ?
Sewer hookup fees ?
Construction cost to connect sewer in the street 25,000+
or construction cost to connect to side sewer 5,000+
Indoor fire suppression system 6,000+

Solutions:
Allow 1,200 square ft ADUs.
Allowed shared sewer connection
Wave impact fees
Wave sewer hook up fees
Create a ADU grant program for homeowners
Pre-approved ADU plans
Pre-designed Storm water plans
Increase the impervious coverage ratio
Expand the number of homes allowed on a private drive
Fire sprinkler exemption

From: [Rebecca Deming](#)
To: [Rebecca Deming](#)
Subject: ADU change Public Hearing Comment for 8/21 Planning Commission Meeting, DNS Comment on ADU changes
Date: Wednesday, August 21, 2024 1:05:37 PM

-----Original Message-----

From: mthomas bangstick.net <mthomas@bangstick.net>
Sent: Wednesday, August 21, 2024 12:32 PM
To: Planning <planning@northbendwa.gov>
Cc: Hannah Thiel <HThiel@northbendwa.gov>; Susie Oppedal <SOPPEDAL@NORTHBENDWA.GOV>; James Boevers <JBoevers@northbendwa.gov>; Olivia Moe <OMoe@northbendwa.gov>; Brian Fitzgibbon <BFitzgibbon@northbendwa.gov>; Juliano Pereira <JPereira@northbendwa.gov>; Sam White <swhite@northbendwa.gov>; Stephen Matlock <smatlock@northbendwa.gov>
Subject: ADU change Public Hearing Comment for 8/21 Planning Commission Meeting, DNS Comment on ADU changes

[Some people who received this message don't often get email from mthomas@bangstick.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Dear Commissioners:

The changes for ADU should not be approved as:

- ADU height must be no taller than the primary dwelling, the change implies up to 25 feet taller than the primary dwelling.
- Environmental impacts will not be assessed collectively and/or cumulatively for ADUs such as impacts to groundwater; surface and drinking water; stormwater; wastewater; loss of vegetation providing habitat for birds, insects, and wildlife; increased heat due to flora loss; increased traffic; and so on. An EIS is needed to determine the cumulative impact and the commission should withhold approval until the EIS is completed.
- Impact to overall traffic and public safety associated with traffic cumulatively requires study. The commission should withhold approval until traffic can be studied.
- Proximity of ADUs to on site septic systems (OSS) is a concern. In addition to any required setbacks anyone posing an ADU needs to notice nearby property owners with OSS and King County DPER when OSS are in proximity to ensure ground and stormwater impacts are addressed.

I request commission ask of staff:

- Does staff expect an individual or two ADU built simultaneously by an owner to meet a threshold for SEPA review?
- How many ADUs presently exist within the city?
- How many additional ADUs are expected? In less than 5 years? In 5 to 10? within 20?
- Has the city determined the incremental water and sewer (if so connected) usage per ADU? If so, what? (eg gallons per day, cubic meters per month, etc)

I ask commission to withhold approval of the ADU changes at this time.

Michael Thomas
1231 LaForest Drive SE



City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-021
Motion Authorizing an Interlocal Agreement (ILA) with the Yakima County Department of Corrections for Jail Services	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: N/A	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Police – Acting Chief Gary Horejsi	X

Attachments: Interlocal Agreement

SUMMARY STATEMENT:

With jail costs rising each year, the Snoqualmie Police Department, with whom the City of North Bend contracts for police services, has been looking for less costly long-term confinement jail options. In doing so, the City of North Bend and the Yakima County Department of Corrections desire to continue an Interlocal Agreement (“ILA”) for the provision of jail services to the City of North Bend. The proposed ILA provides for long-term post sentencing confinements (i.e., sentences greater than 30 days). The Yakima County Department of Corrections will provide transportation from the Issaquah Jail or South Correction Entity (“SCORE”) or another mutually agreed upon destination at no extra cost to the City of North Bend. This ILA may be terminated at any time by the City of North Bend or the Yakima County Department of Corrections. The 2025 rates for confinement at the Yakima County Department of Corrections facility are:

Rate in 2025

- Non-guaranteed rate: \$125.00
- Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions who require special housing or treatment, as determined by Yakima County will be housed at a rate of \$172.92.

Below is a breakdown of the City’s current contracts for jail services as a comparison.

<u>Jail Provider</u>	<u>Booking Fee</u>	<u>Daily Fee</u>	<u>Mental Health</u>
City of Issaquah	\$20.00	\$150.00	No
Sunnyside Jail	0.00	\$68.99	Yes
King County	\$293.28	\$273.39	Yes
SCORE	\$65.00	\$204.97	Yes

Yakima County Department of Corrections provides the City of North Bend another option for long term commitments and services not currently offered by the Sunnyside Jail such as the housing of female inmates.

APPLICABLE BRAND GUIDELINES: consistent delivery of quality basic services

COMMITTEE REVIEW AND RECOMMENDATION: The Public Health & Safety Committee reviewed this item at their March 4, 2025 meeting and recommended approval and placement on the Main Agenda for discussion.

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB25-021, authorizing the Mayor to execute and administer an Interlocal Agreement with Yakima County Department of Corrections for jail services, in a form and content acceptable to the City Attorney.

RECORD OF COUNCIL ACTION

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

AGREEMENT FOR INMATE HOUSING 2025

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the City of North Bend, hereinafter referred to as **City** and the Yakima County Department of Corrections, hereinafter referred to as **Yakima County**.

WHEREAS, Chapters 39.34 and 70.48 RCW authorize the County to enter into a contract for inmate housing; and

WHEREAS, The City desires to transfer custody of certain inmates to Yakima County to be housed in Yakima County's corrections facilities during those inmates' confinement, and to compensate Yakima County for housing such inmates; and

WHEREAS, Yakima County desires to house inmates who would be otherwise in the City custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** The purpose and intent of this Agreement is to establish the terms under which Yakima County will house City inmates.
2. **Definitions.**

Business day means Monday through Friday excluding Yakima County standard holidays.

Committing Court means the court that issued the order or sentence that established City of North Bend custody of a City of North Bend Inmate.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate or "Inmate" means a person subject to City of North Bend custody who is transferred to Yakima County custody under this Agreement

3. **General Provisions.** Yakima County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

Yakima County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. **Right to Refuse or Return Inmate.** To the greatest extent permitted by law, Yakima County shall have the right to refuse to accept a City Inmate or to return a City Inmate to City of North Bend, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability** or requires to be housed in special housing for behavior problems and/or medical or mental health concerns. Yakima County shall provide notice to the City at least one business day prior to transport.

5. **Inmate Transport.** **County Transported:** Yakima County shall transport Inmates to and from Yakima County's corrections facilities except when weather or other conditions beyond Yakima County's control prevent transport. **Inmate transport dates will be determined by the number of inmates the City has housed with Yakima County.**

Yakima County will pick up and drop off Inmates at a mutually agreed upon destination. In the event the City wishes Yakima County to pick up and/or drop off a City Inmate at another detention or correction facility, the City shall notify Yakima County of the location of the Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to Yakima County the business day prior to transport. At the time of scheduling transport, if possible, but no later than transport pickup, The City shall provide to Yakima County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to Yakima County prior to transferring custody of the Inmate to Yakima County. Yakima County will not assume custody of any City Inmate without a warrant or court order that commits the Inmate to confinement.

City Transported: The City will provide Yakima County a written transport list to Yakima County the business day prior to delivery. At the time of delivery, The City shall provide Yakima County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to Yakima County prior to transferring custody of the Inmate to Yakima County. Yakima County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

6. Inmate Records. The City shall provide all medical records in its possession to Yakima County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, The City shall provide all medical records in its possession to Yakima County's booking officer. In the event additional information is requested by Yakima County regarding a particular Inmate, Yakima County and the City will mutually cooperate to provide the additional information needed.

7. Inmate Property. Yakima County shall accept and transport Inmate property in accordance with **Attachment B – Property** and shall be responsible only for inmate property actually delivered into County possession. Yakima County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a City Inmate is being transported from the City's designated detention or correction facility, it will be the responsibility of the City to dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to the City, Yakima County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of Yakima County to dispose of any of the Inmate's property not transported with the Inmate.

8. Booking. Inmates shall be booked pursuant to Yakima County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to the City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

Yakima County and the City will attempt to develop a process at the City's detention facilities for pre-booking Inmates who are being transferred to the custody of Yakima County.

9. Classification. Inmates shall be classified pursuant to Yakima County's classification policies and procedures, and within the sole discretion and judgment of Yakima County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. Inmates shall be assigned to housing pursuant to Yakima County's policies and procedures, and within the sole discretion and judgment of Yakima County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. The Yakima County Corrections Center is currently closed, however should it reopen, this article will be utilized. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. Inmate Work Programs. Yakima County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

12. Health Care. Yakima County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to Yakima County for Inmate co-payments. No Inmate shall be denied necessary health care because of an inability to pay for health services.

Yakima County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify Yakima County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for City Inmates outside YCDOC facilities. Except, Yakima County shall bear the expense of any such medical care necessitated by improper conduct of Yakima County, or of its officers or agents.

Yakima County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses and shall not be a basis for imposing financial responsibility for related medical expenses on Yakima County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. Inmate Discipline. Yakima County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate's emergency removal, Yakima County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. Yakima County shall provide scheduled visitation for attorneys, spouses, family, and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.

17. Inmate Accounts. Yakima County shall establish and maintain an account for each Inmate. Yakima County shall ensure family members and others have a reasonable process to add funds to a City Inmate's account,

Upon returning custody of a City Inmate to the City, Yakima County shall transfer the balance of that Inmate's account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

In the event Yakima County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefe or JPAY) the City may allow Yakima County (or County's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits for such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

19. Releases. The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

Yakima County shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Escape. If a City Inmate escapes Yakima County custody, Yakima County shall notify the City as soon as reasonably possible. Yakima County shall use all reasonable efforts to pursue and regain custody of any escaped City Inmates and shall assume all costs connected with the recapture of the City Inmate.

21. Death. If a City Inmate dies in Yakima County custody, Yakima County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall act

as liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide Yakima County with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and transport of the body. The City may request in writing that Yakima County arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associate with this request. Except, Yakima County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, Yakima County will deliver the following reports to the City:

Housing Report – a report detailing which City inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies City inmates who are in special housing assignments.

23. The City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, The City may interview its Inmates and review its Inmates' records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records unless it is properly authorized to do so by the inmate or the other jurisdiction.

24. Technology. Yakima County and the City may each permit the other continuous access to its computer database regarding all City Inmates housed by Yakima County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of Yakima County.

By separate mutual agreement, Yakima County and the City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments, and other court and conferencing needs.

25. Bed Rate. In consideration of Yakima County's commitment to house City Inmates, the City shall pay Yakima County based on the rates identified in the **Rate Attachment Sheet** of this Agreement.

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

Yakima County shall not charge a booking fee in connection with housing City Inmates.

The City may purchase additional beds, as available, at the then existing bed rate; however, Yakima County shall have the right to refuse to accept custody of or house inmates in excess of the City's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

This daily rate is established for 2025. Yakima County reserves the right to increase the daily rate with the understanding that they will provide the City ninety (90) days written notification prior to said increase.

26. Billing and Payment. Yakima County shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into Yakima County and date and time released from Yakima County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

Yakima County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within (30) days from the billing date. Yakima County may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

27. Duration of Agreement. This Agreement will renew annually for up to five (5) years unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.

28. Independent Contractor. In providing services under this Agreement, Yakima County is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

29. Hold Harmless, Defense, and Indemnification. Yakima County shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Yakima County's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify Yakima County, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers,

employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and Yakima County in connection with or incidental to the performance or non-performance of the City's and/or Yakima County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, The City and Yakima County shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Yakima County and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

30. Insurance. Yakima County and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

Yakima County and the City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

31. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between Yakima County and the City with ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to City Inmates [Imperiling Conditions]; 2) The City has sent Yakima County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) Yakima County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after Yakima County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, Yakima County has not cured the Imperiling Condition(s); and 2) The City has removed its Inmates; and 3) The City has given Yakima County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. Material Breach: Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this

section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon, and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that the City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

32. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

33. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

34. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.

35. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

36. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

37. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington.

38. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

39. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after December 1, 2023, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and Yakima County under which Yakima County houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Yakima County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event Yakima County or the City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

40. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY OF NORTH BEND: City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

TO YAKIMA COUNTY: Jeremy Welch, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

	CITY OF NORTH BEND, WASHINGTON
	By: _____ Mayor
	Date: _____
	Attest: By: _____ City Clerk
	Approved as to form:
	By: _____ City Attorney

ATTACHMENT A
MEDICAL ACCEPTABILITY

Yakima County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheelchair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
 - a) Heart disease
 - b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons who suffer from mental illness and cannot be housed in general population.
28. Persons with suicidal ideations or gestures within the past 72 hours.
29. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
30. Persons who have attempted suicide within the last 30 days.
31. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
32. Persons displaying a current psychotic episode.
33. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B
PROPERTY

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.
 - f) Material deemed to be contraband.

Yakima County will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C

CLASSIFICATION

The City shall supply Yakima County with the following Classification related information, if it known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting city may "borrow" another contracting city's inmate as follows:

1. If a city requests the transport of another contracting city's Inmate from Yakima County, the requesting city must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies Yakima County in writing (e-mail) of its approval, Yakima County shall provide the requested transport. Yakima County will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting agency to determine whether the City Inmate shall be returned to the custody of Yakima County, and if so, the requesting agency shall make all necessary and proper arrangements with Yakima County and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement.
3. Yakima County will not track the City Inmate once he or she has left Yakima County's facility.
4. If the Inmate is returned to the custody of Yakima County, the requesting city shall provide Yakima County with sentencing/charge information. The city shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow the City Inmate is not a "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the city of jurisdiction.
6. Yakima County will transport City Inmate only to the originating City of this Agreement.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to Inmates transported by the YCDOC.

WARRANTS/OTHER COURT ORDERS

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainees. When receiving a City Inmate, Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into Yakima County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, Yakima County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainees.
 - a) If the Inmate is subject to a warrant that is limited to the County of the city in this Agreement, YCDOC will, upon receiving written permission (email) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside the City's County, YCDOC will release the Inmate at the location determined by written (email) agreement of the YCDOC and the City under Section 5 of this Agreement.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.

ATTACHMENT F

INMATE RELEASE

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to the City by the regularly scheduled transport, or to be released to a family member or friend picking them up in Yakima.
5. Inmates transported by the City must be picked up at least 12 (twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served on the next available transport to the City.

Rate Attachment Sheet

YAKIMA COUNTY INMATE HOUSING AGREEMENT - 2025

Detention/Correction Rates:

Daily Housing:

In consideration of Yakima County's commitment to house City Inmates, the City/County shall pay Yakima County a base rate of \$125.00 per day per inmate.

Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by Yakima County will be housed at a rate of \$172.92.

Set Bed Agreement:

Due to a limited amount of space, should your agency wish to guarantee a certain number of beds, a set bed agreement can be initiated.



City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-022
Motion Authorizing Amendment #1 to Work Order #2024-4 with Keithly Electric Company for replacing the Public Works Shop Generator	Department/Committee/Individual	
Cost Impact: NTE \$48,222.20	Mayor Mary Miller	
Fund Source: Capital Improvements Fund	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X

Attachments: Amendment #1, Quote

SUMMARY STATEMENT:

On October 3, 2024 the City Council approved a work order with Keithly Electric Company (Keithly) to replace the existing ground-mounted backup generator at the Public Works Shop facility with a trailer-mounted generator that was salvaged during the City's recent Wastewater Treatment Plant High Priority Improvements upgrades. This need was discussed during the City's Decision Card process in the fall of 2023. The replacement generator is large enough to power both the shop (maintenance and operations) building and the administration building, the latter is not currently supplied with backup power. As such, the work includes replacing the existing automatic transfer switch (ATS) with an upgraded ATS that is large enough to handle the extra load.

Under that October 3, 2024 work order, Keithly's scope included ground-mounting the new generator and rewiring it to supply 240 volts alternating current (AC) as opposed to the 480 volts AC that it is currently wired for. After work began, City staff decided that it would be more advantageous to keep the generator mobile (trailer-mounted) while supplying 480 volts AC. This would allow staff to move the generator to remote sites (water and sewer lift and booster stations) if the generator at one of the remote sites were to be disabled. This will provide increased reliability to the City's water and sewer customers when the power goes out. There were three power outages in early 2025 alone.

This decision resulted in three changes to the 10/3/24 work scope:

1. Keithly will need to install a step-down transformer to convert the power from 480 volts AC to 240 volts AC to match the existing power supply to the buildings.
2. The ATS that was originally purchased for the project was a 3-pole ATS. The installation of the transformer requires a 4-pole ATS to meet the National Electric Code for bonding and grounding. Of note, the 3-pole ATS that was originally purchased for this project can be used at the 710 water booster station at which the existing ATS failed in 2023.
3. Keithly will need to rent a scissor lift and forklift to install the larger 4-pole ATS and to run conduit and cable to and from the larger ATS.

The increase of this change is \$48,222.20, including tax, bringing the total project cost to \$217,109.00. The amount budgeted for this work is \$180,000 in 2025 as shown in the 2025/2026 budget. The City will not be spending all of the \$200,000 budgeted for the City Hall parking lot electrical charging stations as that project is now mostly grant funded, so there are sufficient funds to pay for this work scope expansion with Keithly as it relates to generator flexibility and improved reliability to water and sewer customers.

Staff recommend this amendment be approved. In order to move forward, City Council approval is needed, because the amount associated with the expanded work scope exceeds \$25,000.

City Council Agenda Bill

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the February 25, 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda.

RECOMMENDED ACTION: **MOTION to approve AB25-022, authorizing the Mayor to execute Amendment #1 to Work Order #2024-4 with Keithly Electric Company for replacing the Public Works Shop Generator.**

RECORD OF COUNCIL ACTION

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

**CITY OF NORTH BEND
WORK ORDER
2024-4 – Amendment #1**

This work order dated the ____ day of March, 2025 is to specify services to be provided under the On-Call Professional Services contract which has been entered into by the CITY OF NORTH BEND (City) and Keithly Electric. This work order is for the below mentioned project/scope of work.

Work Order No.: 2024-4 – Amendment #1

Project Name: Public Works Generator

Project No.: n/a **Amount:** \$48,222.20

City Project Lead: Don DeBerg
City Engineer **(Authorized cost of work not to be exceeded without written authorization)**

SCOPE OF WORK:

This scope amends WO 2024-4 to include a replacement 4-pole ATS, a 480 VAC to 240 VAC step-down transformer, forklift and scissor lift rental, and labor to install the above items, all as necessary to keep the generator mobile.

Original Amount: \$ 168,886.80

Amendment 1 Amount: \$ 48,222.20

Revised Total: \$217,109.00

CONSULTING FIRM:

CITY OF NORTH BEND:

Authorized Signature

Date

Authorized by

Date

NNOTE: *The City of North Bend will not be liable for charges for services not authorized by a fully executed work order.*

FOR INTERNAL USE ONLY

Funds for work available through the following accounts:

ARPA

Distribution: Original: City Clerk Copies: Project Lead, Consultant, Accounting Coordinator



827 South Director Street · Seattle · WA 98108
Phone (206) 763-6875 · Fax (206) 764-8880

To: Don DeBerg
Company: City of North Bend
From: Shaun Runkel
Date: January 16th, 2025

Dear Don,

Thank you for giving Keithly Electric Company the opportunity to assist you with your project. The cost for this work is broken out below. In review, I have noted the following to be included in the scope of work:

1. 4-pole ATS:	\$44,200.00
a. Provide and install 75KVA step down transformer to keep Genset voltage at 480V	
b. Provide and install 4-pole 600A transfer switch.	
c. Scissor lift and fork lift rental.	

Items listed above are to be performed during normal business hours at prevailing wage rates.

This proposal does not include:

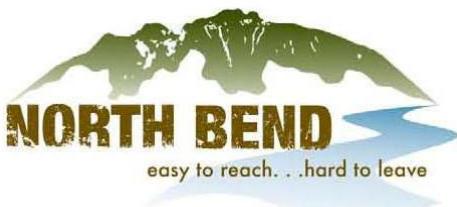
1. Tax
2. Overtime
3. Equipment Rental
4. Disposal of existing generator

Please do not hesitate to contact me if you have any questions or need additional information. I look forward to working with you on this project.

Sincerely,

Shaun Runkel
206.763.6875

Keithly Electric Company warranties all work for one year from the date of completion. The warranty is void if a person or firm other than Keithly Electric performs or re-performs any work directly related to our installation. Keithly Electric Company can only warrant materials that it supplies and does not warrant materials supplied by the customer.



City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-023
Motion Authorizing Purchase of a 2025 Genie Z45XC Diesel Articulating Boom Manlift	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	
	Finance – Martin Chaw	
Cost Impact: NTE \$102,330 plus sales tax	Public Works – Mark Rigos, P.E.	X
Fund Source: Equipment Reserve Fund		
Timeline: Immediate		
Attachments: Exhibit A – Quote for Genie Z45XC Manlift, Exhibit B – Specs for Genie Z45XC Manlift, Exhibit C – Equipment Technology and Reserve Fund		

SUMMARY STATEMENT:

During any given year, the City of North Bend's Public Works Department Maintenance Division has been renting manlifts from local equipment companies to address City maintenance / operations needs and community related requests. Prior rental companies have included Sunbelt, R&R, and United. The Maintenance Division ("MD") rents a manlift between 5 - 15 times per year. Sometimes the rental manlift is kept for more than 1 week. Specific tasks performed with the assistance of a manlift include, but are not limited to, the following:

Maintenance and Operations Related:

1. Repairing streetlights and replacing street light bulbs
2. Accessing difficult to reach places at the WWTP and moving heavier supplies around at the WWTP
3. Removing, limbing and trimming hazardous trees in parks and public right-of-ways
4. Roof and gutter cleaning on all City buildings including the Train Depot, City Hall, Public Works Operations Building, PW Administration Building and City Hall

Community Related:

1. Installing and removing street banners
2. Setting up for temporary structures and decorations at special events in the streets

From an operational standpoint, the purchase of a manlift makes sense. Always having direct access to specialized equipment will increase the delivery speed and level of service to perform those tasks. MD's current practice is to wait to rent a manlift until it is an opportune time to perform many tasks, as the goal is to rent efficiently, however efficiency does not often align for when the work needs to be performed. For example, this can happen during a windstorm when MD needs elevated access to chainsaw trees and tree limbs that block streets so that the streets can be re-opened. Another problem that our MD has experienced with the rentals is that the delivery time is unknown and can occur over several days, meaning the manlift may not arrive until several days after it's needed. Another problem is that the MD indicates that sometimes there are no manlifts available from the rental companies, and the MD has to wait for weeks or up to one month until one is available. Those are some of the operational challenges that our MD has been dealing with.

From a financial standpoint, a manlift purchase should reduce expenses over the long-term. Typically, the City will spend \$12,000 - \$15,000/year on manlift rentals to perform the tasks noted above. Rental costs will increase in the future; thus a purchase should pay for itself in approximately 7 years. The City's average equipment age is approximately 20 years, and the City tends to keep equipment for 30 years.

City Council Agenda Bill

Although there are maintenance costs associated with ownership of a manlift, the City does have a FTE mechanic on-staff so that defrays the total cost.

To possibly save money, City staff evaluated purchasing a used manlift instead of a new manlift. However, the substantial drop in price for an equivalent manlift vis-à-vis the 1000's of hours it's been used and the concern for safety and how it was used and maintained in the past under a different owner is a cause for concern. With that in mind, purchasing a new manlift is the staff's preference.

WA State has contracts in place through Department of Enterprises Services ("DES") that the City can use to purchase equipment. State Contract 02520 covers the new Genie Z45XC manlift that the City desires. When purchasing equipment from a DES contract, the bid solicitation process is waived for the City because the State has already met this bid solicitation requirement.

The total price of the Genie Z45XC manlift is \$102,330 plus sales tax, which would be paid for using the City's equipment reserve fund. The December 2024 quote is good through March, 2025. City staff recommend purchasing the Genie Z45XC manlift. The quote and specifications are attached hereto as Exhibits A and B, respectively.

Attached (Exhibit C) is the City's equipment technology and reserve fund breakdown from the current budget that shows long-term plans for replacement equipment purchases and new equipment purchases. The City's Public Works and Finance Departments collaborate to update this table each year. An amount is allocated in each 2-year budget cycle for equipment replacement and new purchases, but because the purchase amount exceeds \$25,000 City Council approval is required.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the January 28, 2025 Transportation and Public Works Committee (TPW) meeting and was recommended for approval and placement on the Main Agenda. An updated Agenda Bill was returned to the February 25, 2025 TPW Committee Meeting to see if there is interest in moving this action item to the Consent Agenda. The TPW Committee decided to keep this item on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB25-023, authorizing the purchase of a 2025 Genie Z45XC Diesel Articulating Boom Manlift in an amount not to exceed \$102,330 plus sales tax through Washington State DES Contract 02520 and authorizing the Mayor to execute any applicable contracts, in a form and content acceptable to the City Attorney.**

RECORD OF COUNCIL ACTION

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

MATERIAL
HANDLING

Rents

SALES ORDER Council Packet ~~Exhibit 18~~ March 18, 2025 Version 9/2020

REFERENCE NUMBER

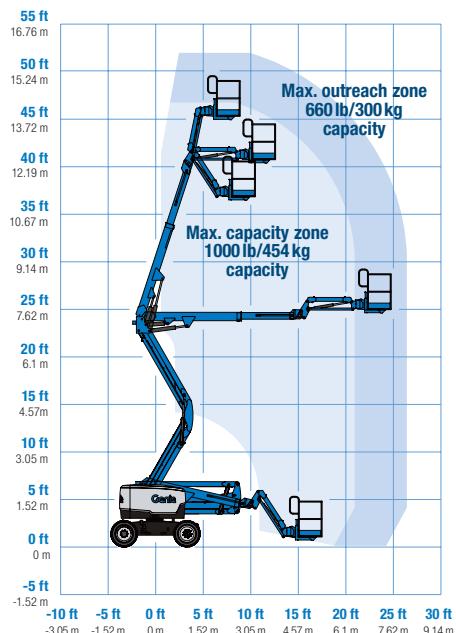
BILL TO		SHIP TO						
SIC Code _____		Company _____						
Company/Contact Name _____		Contact Name _____						
Address _____		Address _____						
City _____ State _____ Zip _____		City _____ State _____ Zip _____						
County _____ Customer No. _____		County _____ Ph. No. _____						
Ph. No. _____ Fax No. _____		Delivery Date (Est.) _____ Customer No. _____						
Email _____		P.O. NO. _____						
Description: _____		EQUIP. # _____						
		TRANSACTION						
		SALE <input type="checkbox"/>	RPO <input type="checkbox"/>					
		NEW <input type="checkbox"/>	USED <input type="checkbox"/>					
		RENT <input type="checkbox"/>						
Attachments: _____		\$ _____						
Del'y/F.O.B: _____								
TRADE	YEAR	SERIAL #	AGREED PRICE					
	MAKE	MODEL	If Tax Exempt, Provide Certificate or enter Rate Below					
		Sales Tax (_____)						
Lienholder: _____		Total Price _____						
Trade-In Allowance ►		Less (Est.) Payoff ►	► Net Trade-In <input type="checkbox"/>					
PAYMENT <input type="checkbox"/> FINANCED <input type="checkbox"/> ON ACCOUNT <input type="checkbox"/> CASH/COD		OR CAT Recovery (_____)						
		Sales Tax (_____) <small>WA Only</small>						
LEASE: MONTHS /MONTH HOURS/YEAR		CA Tire Fee _____						
CONTRACT MAINTENANCE: /MONTH		Balance Due _____						
TELEMETRY: /MONTH		Down Payment <input type="checkbox"/>	< <input type="checkbox"/> > <input type="checkbox"/>					
		Lease Doc Fees _____						
		Amount to Finance _____						
		Length of Term _____						
		Estimated Payment _____						
WARRANTY	<input type="checkbox"/> NEW BASIC (DESCRIBE)							
	<input type="checkbox"/> NEW EXTENDED (DESCRIBE)							
	<input type="checkbox"/> AS IS / NO WARRANTY <input type="checkbox"/> USED (DESCRIBE)							
Optional Accessories (check one below for each option):								
Fire extinguisher	<input type="checkbox"/> Ordered	<input type="checkbox"/> Declined	Headlights	<input type="checkbox"/> Ordered	<input type="checkbox"/> Declined	Mirrors	<input type="checkbox"/> Ordered	<input type="checkbox"/> Declined
Back-up alarm	<input type="checkbox"/> Ordered	<input type="checkbox"/> Declined	Tail lights	<input type="checkbox"/> Ordered	<input type="checkbox"/> Declined	Telemetry device	<input type="checkbox"/> Ordered	<input type="checkbox"/> Declined
Strobe light	<input type="checkbox"/> Ordered	<input type="checkbox"/> Declined	Turn signals	<input type="checkbox"/> Ordered	<input type="checkbox"/> Declined	Blue/Red Light	<input type="checkbox"/> Ordered	<input type="checkbox"/> Declined
Other:					<input type="checkbox"/> Ordered <input type="checkbox"/> Declined			
Other:					<input type="checkbox"/> Ordered <input type="checkbox"/> Declined			
This Sales Order is subject to Papé Material Handling's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms , and will also be sent by mail or e-mail to Buyer upon request. For each trade-in described herein (if any), Buyer certifies that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that the same is free and clear and is Buyer's sole and absolute property except as noted above.								
PAPÉ MATERIAL HANDLING PAPÉ RENTS				BUYER				
(Store Address)				By			Title	
City		State	Zip					
By				By		Title		
Title		Date		Date				

Genie® Z®-45 XC™ & Z-45 HF

Specifications

Models	Z-45 XC		Z-45 HF	
Measurements	US	Metric	US	Metric
Working height max. ⁽¹⁾	51 ft 6 in	15.86 m	51 ft 6 in	15.86 m
Platform height max.	45 ft 6 in	13.86 m	45 ft 6 in	13.86 m
Horizontal reach max.	24 ft 9 in	7.55 m	24 ft 9 in	7.55 m
Up and over clearance max.	24 ft 5 in	7.44 m	24 ft 5 in	7.44 m
A Platform length	2 ft 6 in	0.76 m	2 ft 6 in	0.76 m
B Platform width	6 ft	1.83 m	6 ft	1.83 m
C Height - stowed	7 ft 4 in	2.25 m	7 ft 4 in	2.25 m
D Length - stowed	21 ft 10 in	6.65 m	21 ft 10 in	6.65 m
E Width	7 ft 6 in	2.29 m	8 ft 5 in	2.57 m
F Wheelbase	6 ft 8 in	2.03 m	6 ft 8 in	2.03 m
G Ground clearance - center	14.8 in	0.37 m	14.8 in	0.37 m

Range of motion Z-45 XC



Productivity

Lift capacity max. - unrestricted	660 lb	300 kg	600 lb	272 kg
Lift capacity max. - restricted	1,000 lb	454 kg		
Platform rotation	160°		160°	
Jib length	5 ft	1.52 m	5 ft	1.52 m
Vertical jib rotation	133°		133°	
Turntable rotation	355°		355°	
Turntable tailswing	0 in	0 cm	0 in	0 cm
Drive speed - stowed ⁽²⁾	4.5 mph	7.24 km/h	4.5 mph	7.24 km/h
Drive speed - raised	0.61 mph	0.98 km/h	0.61 mph	0.98 km/h
Gradeability - stowed ⁽²⁾	45 %		45 %	
Tilt sensor activation (front to back/side to side)	4.5° / 4.5°		4.5° / 4.5°	
Turning radius - inside/outside	5 ft 6 in/14 ft 9 in	1.68 m/4.50 m	5 ft 6 in/14 ft 9 in	1.68 m/4.50 m
Tires (foam-filled)	315/85 D20			

Power

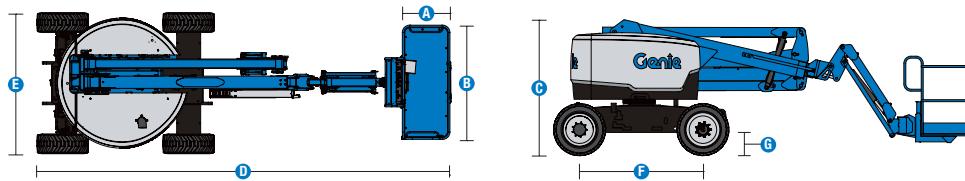
Power	Diesel		Diesel	
Auxiliary power unit	12V DC		12V DC	
Hydraulic tank capacity	22 gal	83 L	22 gal	83 L
Fuel tank capacity	17 gal	64 L	17 gal	64 L

Weight⁽³⁾ and Floor Loading⁽⁴⁾

Weight	16,360 lb	7,421 kg	16,050 lb	7,280 kg
Tire contact pressure	80 psi	552 kPa	38 psi	262 kPa
Occupied floor pressure (tires)	231 psf	11.08 kPa	229 psf	10.94 kPa

Sound and Vibration Levels

Sound Pressure level (ground workstation)	87 dBA		87 dBA	
Sound Pressure level (platform workstation)	82 dBA		82 dBA	
Vibrations	8 ft 2 in/s ²	2.5 m/s ²	8 ft 2 in/s ²	2.5 m/s ²



(1) The metric equivalent of working height adds 2 m to platform height. The imperial equivalent adds 6 ft to platform height.

(2) Gradeability applies to driving on slopes and may vary depending on options and machine configurations. See operator's manual for details regarding slope ratings.

(3) Weight refers to standard configuration and may vary depending on options and/or country standards.

(4) Floor loading information is approximate and may vary depending on options and machine configurations. It should be used only with adequate safety factors.

Genie® Z®-45 XC™ & Z-45 HF

SKU: Standard Model

- **Z45XC001AF0001:** Z-45 XC, 4WD
- **Z45XC001AF0006:** Z-45 XC, Lift Power 3kW Welder Ready, 4WD
- **Z45XC001AF0007:** Z-45 XC, Lift Power 12kW Welder Ready, 4WD

* Build to Order

		S	S+	BtO
Power	49 hp, 37 kW, Deutz D2.9L, Diesel, T4f	✓	✓	✓
	49 hp, 36 kW, Perkins 404F-E22T, Turbo Diesel, T4f			○
	60 hp, 44.7 kW, Ford MSG425 gas/LPG Dual Fuel			○
	Cold weather package			○
	LPG tank 33.5 lb	○	○	
	Positive air shutdown system			○
	Anti-restart engine protection	✓	✓	✓
	Auto engine fault shutdown	✓	✓	✓
	6ft/1.83m dual-entry platform with side swing gate	✓	✓	✓
	Dual axis joystick steering	✓	✓	✓
	Thumb rocker steering			○
	Air line to platform			○
	Control box covers	○	○	
	Lift Guard Full Mesh panels			○
	Lift Guard Half Mesh panels			○
	Light Package: drive and work lights	○	○	
	Platform auxiliary top rail			○
	Lift Power 3kW AC Generator, 110V/60Hz			○
	Lift Power 3kW AC Generator, 220V/50Hz			○
	Lift Power 12kW Welder ready			○
600lb/272kg load capacity with auto envelope control (HF model)	✓	✓	✓	
660lb/300kg & 1000lb/454kg dual load with auto envelope control	✓	✓	✓	
AC Power cord to platform	✓	✓	✓	
Alarm package: flashing beacons, descent, travel and tilt alarms	✓	✓	✓	
Drive enable system	✓	✓	✓	
Horn	✓	✓	✓	
Lift Guard Contact Alarm	✓	✓	✓	
Lift Tools Work Tray	✓	✓	✓	
Platform load sense system	✓	✓	✓	
Proportional controls	✓	✓	✓	
Self-leveling platform	✓	✓	✓	
Lift Connect Telematics	○	○		
Telematics-ready	✓	✓	✓	
Lift Connect with Access Manager upgrade	○	○		
Biodegradable hydraulic oil			○	
Cold weather hydraulic oil			○	
Fire resistant hydraulic oil			○	
High floatation, air-filled tires			○	
Rough terrain, foam-filled tires	✓	✓	✓	
Rough terrain, foam-filled, non-marking tires	○	○		
Hostile environment kit			○	
Tow package			○	
2 speed wheel motors	✓	✓	✓	
Active oscillating axle	✓	✓	✓	
Chassis tilt drive function cut-out	✓	✓	✓	
Chassis tilt lift function cut-out	✓	✓	✓	
Dual parallelogram lift linkage	✓	✓	✓	
Hour meter	✓	✓	✓	
Hydraulic oil cooler	✓	✓	✓	
Positive air shutdown Deutz engines only				

- S Standard
- S+ Standard +
- BtO Build to Order
- ✓ Standard Features
- Options



Zero Tailswing Rugged Terrainability Zero-Load Calibration



Genie Genuine Accessories⁽¹⁾

- Lift Tools Productivity Tools
- Lift Connect Telematics
- Tech Pro Link Handheld Device

⁽¹⁾ More accessories available from Genie Genuine Parts.

Product specifications are subject to change without notice or obligation. Photographs and/or drawings herein are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on proper equipment use. Failure to follow instructions in the Operator's Manual may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie, Quality By Design, Xtra Capacity, Lift Power, Lift Guard, Lift Tools, Lift Connect and Tech Pro Link are registered trademarks of Terex Corporation or its subsidiaries.

04/24

Equipment and Technology Reserves Fund #502

Fund Overview

The Equipment and Technology Reserves Fund account for the replacement of city vehicles and equipment and information technology systems. Interfund charges from other city funds provide funding for the fund. Replacement reserves are collected from user departments and are accumulated fund until needed. The Public Works Department oversees the equipment reserve needs, and the Administrative Services Department oversees the technology reserve needs.

Functions

- Purchase replacement equipment and vehicles and technology replacement systems

2022-2026 Revenue and Expenditures Summary

	2022 Actual	2023 Actual	2024 Estimate	2025 Adopted Budget	2026 Adopted Budget
Beginning Fund Balance	1,430,500	1,710,365	1,756,546	1,881,321	1,406,793
Taxes	0	0	0	0	0
Licenses and Permits	0	0	0	0	0
Intergovernmental Revenues	0	0	0	0	0
Fees and Charges	276,572	145,533	178,840	150,000	150,000
Fines and Penalties	0	0	0	0	0
Miscellaneous	18,441	14,308	52,715	15,472	11,877
Interfund Transfers In	0	0	0	0	0
Total Revenues incl. Beg. Fund Bal.	1,725,513	1,870,206	1,988,102	2,046,793	1,568,670
Salaries	0	0	0	0	0
Benefits	0	0	0	0	0
Supplies	0	0	0	0	0
Services	0	0	0	0	0
Intergovernmental Payments	0	0	0	0	0
Capital Outlay	15,148	113,659	73,747	640,000	348,300
Debt Principal	0	0	0	0	0
Debt Interest	0	0	0	0	0
Miscellaneous	0	0	0	0	0
Interfund Transfers Out	0	0	0	0	0
Ending Fund Balance	1,710,365	1,756,546	1,914,355	1,406,793	1,220,370
Total Expenditures incl. End. Fund Bal.	1,725,513	1,870,206	1,988,102	2,046,793	1,568,670

A future budget amendment will be completed to reconcile 2025 budgeted beginning fund balance to 2024 actual ending fund balance.

Significant budgetary changes for 2025-2026

None. See table below for scheduled equipment and technology replacements 2025 through 2030.

Equipment and Technology Reserve Fund Replacements – 2025-2030

Daily Fleet Vehicles

			2025 Adopted Budget	2026 Adopted Budget	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast
2008	Chevy	1500 2WD	\$0	\$0	\$54,600	\$0	\$0	\$0
2005	Chevy	2500 4WD	\$0	\$0	\$0	\$0	\$0	\$59,700
2005	Chevy	1500 4WD	\$0	\$0	\$0	\$0	\$0	\$59,700
2003	Chevy	2WD 1500	\$0	\$0	\$54,600	\$0	\$0	\$0
1999	Ford	Expedition	\$0	\$0	\$54,600	\$0	\$0	\$0
1994	Ford	Ranger	\$0	\$0	\$43,700	\$0	\$0	\$0
1993	Ford	Ranger	\$0	\$0	\$43,700	\$0	\$0	\$0
1993	Ford	F150	\$0	\$53,000	\$0	\$0	\$0	\$0
1993	Ford	F250	\$0	\$53,000	\$0	\$0	\$0	\$0
Total			\$0	\$106,000	\$251,200	\$0	\$0	\$119,400

Emergency, Seasonal and Support Vehicles

1992	Chevy Kodiak	Dump Truck	\$0	\$0	\$0	\$0	\$347,800	\$0
1986	Chevy	Utility Service Truck	\$0	\$127,300	\$0	\$0	\$0	\$0
Total			\$0	\$127,300	\$0	\$0	\$347,800	\$0

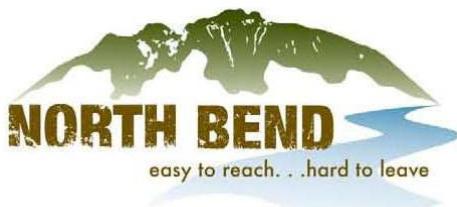
Equipment

2007	ExMark	Mower 60"	\$0	\$0	\$0	\$0	\$0	\$17,900
2007	ExMark	Mower 72"	\$0	\$0	\$0	\$0	\$0	\$17,900
2006	New Holland	Tractor	\$0	\$0	\$0	\$0	\$0	\$47,800
2006	WoodsRD	Mower Deck	\$0	\$0	\$0	\$0	\$0	\$11,900
1999	ExMark	Mower	\$0	\$0	\$16,400	\$0	\$0	\$0
1997	Honda	4 Wheeler OTRX300	\$0	\$0	\$16,400	\$0	\$0	\$0
1995	Tiger	Mower	\$325,000	\$0	\$0	\$0	\$0	\$0
1991	N/S	GLFCRTR/TRAILER	\$0	\$0	\$5,500	\$0	\$0	\$0
1991	Case	255 Tractor RED	\$0	\$0	\$0	\$0	\$0	\$47,800
1990	Toro	Mower	\$0	\$0	\$0	\$0	\$0	\$47,800
1989	Case	580K Backhoe	\$0	\$0	\$0	\$393,900	\$0	\$0
	NEW	Skid Steer	\$0	\$65,000	\$0	\$0	\$0	\$0
	NEW	Manlift	\$150,000	\$0	\$0	\$0	\$0	\$0
Total			\$475,000	\$65,000	\$38,300	\$393,900	\$0	\$191,100

Information Technology

NEW	Council Chambers AV	\$115,000	\$0	\$0	\$0	\$0	\$0
Recurring	Annual IT investments	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total		\$165,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

Grand Total		\$640,000	\$348,300	\$339,500	\$443,900	\$397,800	\$360,500
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City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-024
Motion Approving Schedule 51 Lighting Contract with PSE for 2024 Sidewalk Gaps Project (Cedar Falls Way and Orchard Drive)	Department/Committee/Individual	
Cost Impact: \$83,028.60 (Not to Exceed), \$106.50 (Monthly)	Mayor Mary Miller	
Fund Source: Transportation Impact Fees budgeted with the 2024 Sidewalk Gaps Project	Interim City Administrator – Bob Larson	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	X

Attachments: Exhibit A (PSE Lighting Contract); Exhibit B (PSE Lighting Construction Plans)

SUMMARY STATEMENT:

As a part of the City of North Bend's 2024 Sidewalk Gaps Capital Project, the City installed conduit and light pole bases along Cedar Falls Way and Orchard Drive. City staff worked concurrently with Puget Sound Energy (PSE) to prepare Lighting Construction plans that supplemented the project civil construction plans.

The City has been working with PSE for the past several months and received the final Schedule 51 Agreement (Attachment A which outlines the one-time installation cost of \$83,028.60 and the total monthly cost to operate and maintain the lights of \$106.50). PSE will provide and install the poles, arms, luminaries, wiring, and make the final power connections a part of this agreement. In addition, PSE will own and maintain the poles after installation. The monthly service charge covers the cost of power and any maintenance or replacement work that PSE may have to do in the future if the poles are damaged which essentially acts as an insurance policy.

Staff recommends approving this Schedule 51 Agreement with PSE.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the February 25th, 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB25-024, authorizing the Mayor to execute a Lighting Contract with PSE for the 2024 Sidewalk Gaps Project, in an amount not to exceed \$83,028.60, in a form and content approved by the City Attorney.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
March 18, 2025		



EXHIBIT A

Form of Custom Street Lighting Order

PROJECT NAME: **CONB Sidewalk Project, Cedar Falls Way**

Order #: **105106702**

LOCATION: **Maloney Grove Ave & SE Mt Tenerife Place**

CUSTOM STREET LIGHTING ORDER – SCHEDULE 51

This Custom Street Lighting Order (this “Order”), dated **February 10, 2025**, is made and entered into by and between PUGET SOUND ENERGY, INC. (“PSE”) and **City of North Bend** (“Customer”) (each a “Party,” and collectively the “Parties”) under and pursuant to the terms of that certain Master Lighting Services Agreement No. **0174**, dated **9/28/18**, between the Parties (the “Agreement”). This Order covers certain Lighting and Construction Services authorized by this Order and is, along with the associated Schedule, incorporated into and made a part of the Agreement. Unless specifically defined otherwise herein, terms used in this Order with initial letters capitalized have the meanings given them in the Agreement. The Parties agree as follows:

ASSOCIATED SCHEDULE:

This Order is also entered into between the Parties in accordance with PSE’s Schedule 51, Electric Tariff G, and any future modifications of or changes to such Schedule as may be approved by the WUTC.

LIGHTING SERVICES DESCRIPTION:

The **estimated** cost for installing these lighting units is **\$83,028.60**.

Description:

Install:

5 ea 39W LED CHFL 3K T2 w/ house side shield, Gray

5 ea 8' bracket arm, Gray

5 ea 25' Octagonal Concrete, Black

3 ea 39W LED CHFL 3K T2 w/ house side shield, black

3 ea 8' KA36 arm w/ scroll. Black

1 ea house side shield for tag#SLAH2086

3 ea 25' Round Concrete Pole, Green

Circuitry

CONSTRUCTION SERVICES DESCRIPTION:

1. PSE will provide and install all poles, arms, luminaire, and circuitry to energize system
2. In the area where we are placing our cables and equipment, it is necessary that the area be within four (4) inches of grade. If not, you may be required to pay the cost of relocating or reburying our facilities.

3. Unforeseen soil and pavement conditions are not included and it is your responsibility to reimburse PSE these costs.
4. If unforeseen permits or flaggers are required for present construction it is your responsibility to reimburse PSE these costs.

CONSTRUCTION SERVICES AND COSTS BILLING:

_____ Upon completion of the Construction Services, PSE shall provide the Customer with an invoice for the Construction Costs incurred by PSE. Customer shall remit payment to PSE for the Construction Costs within thirty (30) days of receiving the invoice. If the actual Construction Costs either exceed, or are below, the estimated Construction Costs, the Customer will be billed or credited the difference between the estimated Construction Costs and the actual Construction Costs

MONTHLY BILLING:

Billing under this Order will be in accordance with the terms and conditions contained in the terms & conditions of Schedule 51, Electric Tariff G, and the Agreement, and any future modifications of or changes to such Schedule as may be approved by the WUTC. Refer to Schedule 51 on PSE.com for current rates.

PSE's standard installation includes Smart Street Light Controls on all LED lights. If this installation includes Smart LEDs, the monthly energy charge will be calculated as measured kWh x rate. If the installation does not include Smart LEDs, the monthly rate is a flat rate based on wattage.

Monthly facilities cost is equal to the Value of the System (VOS) x facilities rate. VOS is the estimated installation cost less applicable taxes.

Value of System: **\$74,996.48** Facilities Rate: .00142 Total Monthly Facilities Charge: **\$106.50**

Total monthly cost is equal to the energy cost plus the facilities charge.

SERVICE TERM/REMOVAL AND SALVAGE COSTS:

Service under this Order is effective for a minimum of fifteen (15) years from the date of this Order (the "Base Term") unless earlier terminated as provided for in the Agreement. If this Order is terminated for any reason during the Base Term, the Customer shall be responsible for all costs of removal of any Facilities associated with the Services, as well as any costs associated with PSE's efforts to salvage the removed Facilities, as set forth in the applicable Schedule. After the expiration of the Base Term, this Order shall continue on a year-to-year basis until terminated by either Party upon at least one (1) year's notice in writing (each, an "Extended Term" and, together with the Base Term, the "Term") unless earlier terminated as provided for elsewhere in this Agreement. The Term may be adjusted by PSE in writing for existing systems purchased by PSE, based on the estimated remaining life and purchase price. If this Order is terminated during any Extended Term, the Customer shall not be responsible for the costs of removal of any Facilities associated with the Services, or any costs associated with PSE's efforts to salvage the removed Facilities.

ADDITIONAL TERMS:

1. To transfer the energy and maintenance monthly billing, the new billing party must contact PSE in writing.
2. Non-standard facilities are not kept in PSE inventory for the purpose of maintenance; therefore replacement of non-standard components may not be within the same time as replacement of standard components.

Are non-standard components included in this Order? 2 Yes No

3. The monthly billing party for the energy and maintenance will be:

Billing Party Name: **City of North Bend**

This Order, executed by Customer's duly authorized representative as of the date first written above, is for the Lighting Services described above delivered under PSE's Schedule 51.

Customer: **City of North Bend**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company: **Puget Sound Energy, Inc.**

Signature: _____

Date: _____

Printed Name: _____

Title: _____



City Council Agenda Bill

SUBJECT:	Agenda Date: March 18, 2025	AB25-025
Motion Authorizing the Mayor or Designee to Sign a Section 4(f) De Minimis Impacts Concurrence Letter	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: NA	Finance – Martin Chaw	
Fund Source: NA	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
Attachments: Exhibit A – Letter of Concurrence, Exhibit B – Tollgate Park Impacts Map, Exhibit C – Riverfront Park and Tanner Trail Impacts Map		
SUMMARY STATEMENT:		
<p>As part of the South Fork Avenue Extension Bypass and Starfish Roundabout Projects in which the City has federal funds in the design stage, the City is required to undergo the NEPA (National Environmental Policy Act) process which is the national equivalent of the SEPA (State Environmental Policy Act) process. Part of the NEPA process is Section 4(f) of the U.S. Department of Transportation Act of 1966, which governs the use of park and recreational lands, wildlife refuges, and historic sites during transportation project development. Section 4(f) looks to protect these areas and minimize impacts to them.</p> <p>As part of this project, land acquisitions and temporary impacts are necessary for the construction of the new Starfish Roundabout and the South Fork Avenue Extension Bypass project from the intersection of Bendigo Blvd and South Fork Avenue north to the intersection of North Bend Way and NW 8th Street. This includes acquiring 0.91 acres within Tollgate Farm Park for the roundabout and an additional 0.36 acres for riparian buffer mitigation. Riverfront Park will require the acquisition of approximately 2.3 acres for roadway construction, along with 5.3 acres of temporary impacts. Tanner Trail will require approximately 0.4 acres of temporary impacts. All of these impacts are shown on Exhibits B and C attached. These areas are subject to protection under Section 4(f) of the U.S. Department of Transportation Act of 1966, which governs the use of park and recreational lands, wildlife refuges, and historic sites during transportation project development.</p> <p>During design of the South Fork Avenue Extension Bypass and Starfish Roundabout Projects, City staff and design consultant Parametrix worked to minimize impacts to the above-mentioned areas in as much as possible considering all the design constraints. Some of these design constraints include proximity to railroad crossings, necessary space needed for a 5-leg roundabout that allows for truck movements and proper spacing/gaps for vehicles to be able to enter the roundabout from all 5 legs, and underground utility conflicts to name a few. Roadway work within Tollgate Park and Riverfront Park properties will not prevent how the parks function and does not adversely affect the activities, features, and attributes that qualify the resources for protection under Section 4(f). There will be a significant amount of mitigation in the form of plantings that come with this project as well to enhance and expand what is already there.</p> <p>Staff recommends approval of Section 4(f) De Minimis Impacts Concurrence Letter.</p>		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		

City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the February 25, 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB25-025, authorizing the Mayor or Designee to sign the Section 4(f) Acquisitions De Minimis Impact Concurrence Letter.**

RECORD OF COUNCIL ACTION

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

March 19, 2025

Melanie Vance
Environmental Manager, Local Programs, WSDOT
310 Maple Park Avenue SE
Olympia WA 98504

Re: Section 4(f) Acquisitions *De Minimis* Impacts Concurrence – Tollgate Farm Park, Riverfront Park, and Tanner Trail (a segment of the Seattle, Lake Shore and Eastern Railway)

Dear Melanie:

The City of North Bend plans to construct the South Fork Avenue Extension Bypass (Project) that will extend the South Fork Avenue roadway from its existing terminus at the Nintendo facility front gate entrance, northwesterly to a new roundabout intersection with West North Bend Way and NW 8th Street. Improvements to the existing portion of the roadway between the Nintendo entrance and Bendigo Blvd S intersection are expected to be required along with improvements to NW 8th Street on both sides of West North Bend Way. The total length of construction for the new roadway extension and improvements on West North Bend Way and NE 8th Street is approximately 5,300 feet, not including pavement marking revisions beyond the new improvements.

As part of this project, land acquisitions and temporary impacts are necessary for the construction of the new roundabout at West North Bend Way and NW 8th Street. This includes acquiring 0.91 acres within Tollgate Farm Park for the roundabout and an additional 0.36 acres for riparian buffer mitigation. Riverfront Park will require the acquisition of approximately 2.3 acres for roadway construction, along with 5.3 acres of temporary impacts. Tanner Trail will require approximately 0.4 acres of temporary impacts. These areas are subject to protection under Section 4(f) of the U.S. Department of Transportation Act of 1966, which governs the use of park and recreational lands, wildlife refuges, and historic sites during transportation project development.

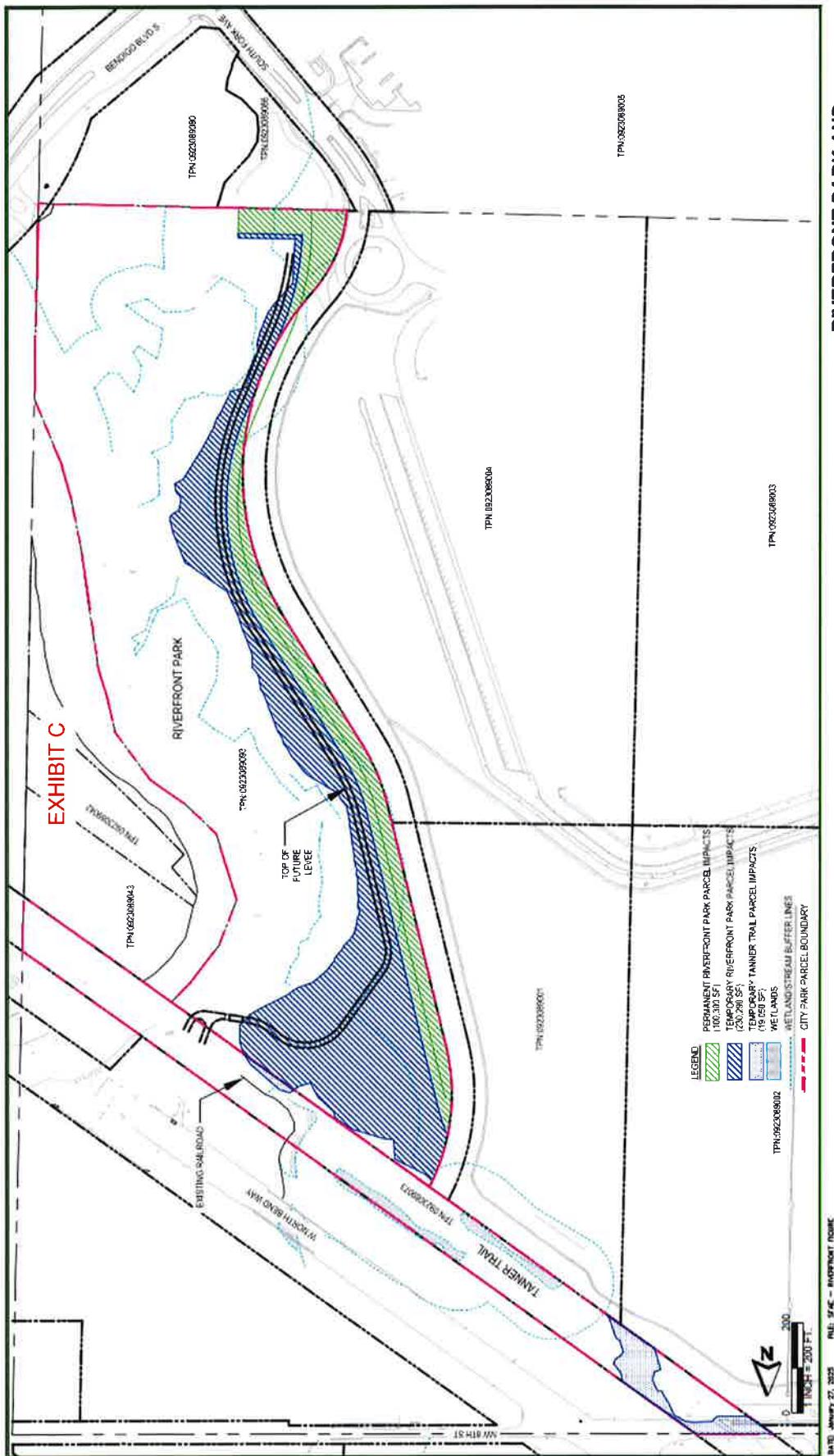
We reviewed the Section 4(f) *De Minimis* Impact Determination form (the form) dated January 27, 2025, and agree that the project would not adversely affect the features, activities, or attributes of Tollgate Farm Park, which include playgrounds, trails, playfields, picnic areas, and the historic 1904 Queen Anne farmhouse. Additionally, the project would not adversely affect the features, activities, or attributes of the undeveloped western edge of Riverfront Park, where access to the park would remain unaffected, and Tanner Trail's "ride the train" wherein rail excursions can remain in service without interruption.

We concur that the acquisition and redevelopment of 0.91 acres of Tollgate Farm Park, the 2.3 acres of right-of-way at Riverfront Park, and the temporary impacts in the Tanner Trail corridor for transportation use would constitute a *de minimis* impact based on the criteria defined in 23 Code of Federal Regulations (CFR) 774.17.

Sincerely,

Mary Miller
Mayor
City of North Bend





RIVERFRONT PARK AND TANNER TRAIL IMPACTS

CITY OF NORTH BEND
SOUTH FORK AVENUE EXTENSION BYPASS