



## **CITY COUNCIL MEETING\***

### **April 1, 2025 – Agenda**

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

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

#### **Recognition of Citizens Academy Participants**

#### **CONSENT AGENDA:**

			<b>Pg.#</b>
<b>1) Minutes</b>	City Council Meeting of March 18, 2025		<b>1</b>
<b>2) Payroll</b>	<b>March 20, 2025 – 76942</b> through <b>76944</b> , in the amount of <b>\$317,372.81</b>		
<b>3) Checks</b>	<b>April 1, 2025 – 76945</b> through <b>77002</b> , in the amount of <b>\$1,146,967.93</b>		
<b>4) AB25-026</b>	Motion – Authorizing Amendment #3 to RH2 Contract	Mr. Rigos	<b>7</b>
<b>5) AB25-027</b>	Motion – Authorizing Contract with Parametrix for Bridge Inspection	Mr. Rigos	<b>13</b>

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

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

<b>6) Proclamation</b>	Sexual Assault Awareness Month	Mayor Miller	<b>21</b>
<b>7) Presentation</b>	Recology Update	Ms. Campbell	

#### **INTRODUCTIONS:**

<b>8) AB25-028</b>	Resolution – Rescinding Resolution 957 & Reestablishing Council Rules of Procedure	Mayor Miller	<b>23</b>
<b>9) AB25-029</b>	Resolution – Approving Development Agreement with PJO NW Development, LLC	Mr. Henderson	<b>45</b>
<b>10) AB25-030</b>	Motion – Authorizing KC Grant Contract Amendment RE Meadowbrook Loop Trail Project	Mr. McCarty	<b>71</b>
<b>11) AB25-031</b>	Motion – Authorizing Contract with JA Brennan for Meadowbrook Trail Project Design	Mr. McCarty	<b>109</b>
<b>12) AB25-032</b>	Motion – Authorizing Negotiation Agreement with Related NW	Mr. Henderson	<b>143</b>
<b>13) AB25-033</b>	Motion – Authorizing Contract with PH Consulting for Cedar Falls Way Sidewalk Project	Mr. Rigos	<b>159</b>
<b>14) AB25-034</b>	Motion – Authorizing Contract with PH Consulting for Ballarat Ave. Parking Project	Mr. Rigos	<b>177</b>

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

#### **ADJOURNMENT:**



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

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

Zoom Meeting Information:

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

Meeting ID: 409 007 2718

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

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**NORTH BEND CITY COUNCIL MINUTES**

**March 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 7:01 p.m.

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

**CONSENT AGENDA:**

**Minutes** – City Council Meetings of February 4, 2025 & February 18, 2025, City Council Workstudy of February 25, 2025

**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**

**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**

**AB25-015** – Resolution 2142 Awarding 2025 SR202 Sidewalk Gaps Project

**AB25-016** – Resolution 2143 Granting Final Plat for Harrison Court Subdivision

**AB25-017** – Motion Authorizing Purchase of Office Furniture

**AB25-018** – Resolution 2144 Authorizing Surplus of City Property

**AB25-019** – Motion Authorizing ILA with Sunnyside for Jail Services

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

**CITIZEN'S COMMENTS:**

**Debra Landers**, 14615 438<sup>th</sup> Ave. SE, noted North Bend Art & Industry had moved to their new location and reported on upcoming events including the June 21<sup>st</sup> Art Off the Rails at the North Bend Depot.

**ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:**

**Introduction** – North Bend Police Officer

**Audio: 6:16**

Snoqualmie/North Bend Acting Police Chief Horejsi introduced new Police Officer Losvar.

**Presentation** – Center for Public Safety Management

**Audio: 9:32**

Jarrold Burguan of Center for Public Safety Management provided a presentation on the Police Services Study which consisted of information about the organization he represents,

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project purpose (evaluate law enforcement options for North Bend), methodology, understanding the use of data (industry accepted metrics), existing patrol workload (from Snoqualmie Police Department), workload figures, recommended patrol staffing, proposed North Bend Police Department (NBPD) structure, recommended total staffing for NBPD, pros and cons of NBPD, and pros and cons of contracting for police services.

Finance Director Chaw reviewed a memo on costs for a new NBPD building and provided a presentation on updated police service level of service options – comparative summary.

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

**Community & Economic Development Committee** – Councilmember Elwood, Chair  
A report of the March 18<sup>th</sup> meeting was provided.

**Finance & Administration Committee** – Councilmember Gothelf, Chair  
A report of the March 11<sup>th</sup> meeting was provided.

**Public Health & Safety Committee** – Councilmember Rustik, Chair  
A report of the March 4<sup>th</sup> meeting was provided.

**Transportation & Public Works Committee** – Councilmember Koellen, Chair  
A report of the February 25<sup>th</sup> meeting was provided.

**Council Workstudy** – Mayor Pro Tem Joselyn  
A report of the February 25<sup>th</sup> Workstudy was provided.

**Planning Commission**  
A report of the February 19<sup>th</sup> meeting was provided.

**Parks Commission**  
A report of the February 26<sup>th</sup> meeting was provided.

**Economic Development Commission**  
A report of the February 27<sup>th</sup> meeting was provided.

**Eastside Fire & Rescue Board Meeting** – Councilmember Gothelf  
A report of the March 13<sup>th</sup> meeting was provided.

**Sound Cities Association Public Issues Committee** – Councilmember Tremolada  
A report of the March 12<sup>th</sup> meeting was provided.

**King County Affordable Housing Committee** – Councilmember Rustik  
A report of the March 6<sup>th</sup> meeting was provided.



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**Regional Law, Safety, and Justice Committee – Councilmember Torguson**

A report of the February 27<sup>th</sup> meeting was provided.

**Police Department – Police Captain Horejsi**

A report of crime statistics for February 2025 was provided.

Mayor Miller recessed the meeting at 9:12 p.m. for a five-minute break. The meeting was called back to order at 9:18 p.m.

**INTRODUCTIONS:**

**AB25-020 – Ordinance 1825 Amending NBMC Chapters 18.06, 18.10 & 18.30 Relating to Accessory Dwelling Units** **Audio: 2:11:29**

Associate Planner Hepworth provided the staff report.

The following individual commented on the agenda item:

**Kate Leen**, 980 Mountain View Blvd.

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

**AB25-021 – Motion Authorizing ILA with Yakima for Jail Services** **Audio: 2:33:20**

Snoqualmie/North Bend Acting Chief Horejsi provided the staff report.

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

**AB25-022 – Motion Authorizing Amendment #1 to Keithly Work Order #2024-4** **Audio: 2:39:37**

City Engineer DeBerg provided the staff report.

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

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**AB25-023 – Motion Authorizing Purchase of Manlift****Audio: 2:46:47**

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

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

**AB25-024 – Motion Authorizing PSE Contract for 2024 Sidewalk Gaps Project****Audio: 2:52:45**

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

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

**AB25-025 – Motion Authorizing Section 4(f) Acquisitions De Minimis Impacts Concurrence Letter****Audio: 2:58:01**

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

Councilmember Koellen **MOVED**, seconded by Councilmember Joselyn to approve AB25-025, authorizing the Mayor or Designee to sign the Section 4(f) Acquisitions De Minimis Impact Concurrence Letter. The motion **PASSED** 7-0.

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

Councilmember Tremolada reported on the Snoqualmie Valley Aquatics Collaborative February meeting.

Councilmember Gothelf encouraged all to watch their speeds when traveling on City streets.

Mayor Miller spoke regarding the following items:

- Meet-Up Cleanup – March 19<sup>th</sup> 8 a.m. @ Downtown
- Regional Animal Services Reduced Adoption Fee Campaign Until March 31<sup>st</sup>
- Yard Waste Recycling – Saturday, April 5<sup>th</sup> 8 a.m. to Noon @ Public Works

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**ADJOURNMENT:**

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

The meeting adjourned at 10:16 p.m.

ATTEST:

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Mary Miller, Mayor

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Susie Oppedal, City Clerk





## City Council Agenda Bill

SUBJECT:		Agenda Date: April 1, 2025		AB25-026
<b>Motion Authorizing Contract Amendment #3 with RH2 for Engineering Review and Project Management</b>		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: \$150,000 – Pass Through		Public Works – Mark Rigos, P.E.		X
Fund Source: Development Review				
Timeline: Extends current contract to 12/31/2027				
<b>Attachments:</b> Third Amendment, RH2 2025 Rate Sheet				
<p><b>SUMMARY STATEMENT:</b></p> <p>The City of North Bend (“City”) employed two development review engineers from 2016 to 2021. These engineers assisted the City’s Public Works and Community &amp; Economic Departments with new and timely infrastructure reviews, coordination, approvals, and construction inspections on private development projects.</p> <p>Since January 2022, the City has employed only one full-time development review engineer (Mr. Brian Tucker). The City has contracted for additional support, including part-time development engineering review services from RH2’s Michelle Wright, who is qualified to provide engineering review and project management. Forecasting for 2025 and into 2027, there is a continued need for additional engineering services outside those available through the City’s full-time engineer. City staff believe the services provided by Ms. Wright of RH2 continue to be needed.</p> <p>The 2022 original contract entered into between the City and RH2 was for \$98,901. Two contract amendments have been executed since that time, the first added \$250,000 to the original amount with an additional term, the second added an additional \$100,000 with a term through December 31, 2025. Staff now propose the City enter into a third contract amendment with RH2 to increase the contract amount by an additional \$150,000, thereby increasing the total contract amount to \$598,901. Proposed Contract Amendment #3 extends the contract expiration date to December 31, 2027. An RH2 2025 Rate Sheet is attached.</p> <p>Engineering services provided under this contract are for development projects funded by developers, and work performed under this contract amendment is billed out as “pass through” costs to the associated developer. Approval of this contract amendment will not impact the City’s General Fund. City staff recommend this contract amendment be approved.</p>				
<b>APPLICABLE BRAND GUIDELINES:</b> Design Standards				
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was brought forth during the City’s Transportation and Public Works Committee meeting on March 25, 2025, and was recommended for approval and placement on the Consent Agenda.				
<b>RECOMMENDED ACTION: MOTION to approve AB25-026, authorizing the Mayor to execute and administer Contract Amendment #3 with RH2 in a form and content acceptable to the City Attorney, in an amount not to exceed \$150,000.</b>				

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2025		

**THIRD AMENDMENT TO THE CONTRACT FOR SERVICES  
BY AND BETWEEN THE CITY OF NORTH BEND AND  
RH2 ENGINEERING, INC.**

THIS AMENDMENT to the Contract for Services entered into between the City of North Bend and RH2 Engineering, Inc. effective \_\_\_\_\_, 2025 (hereafter the “Agreement”), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 14 of the Agreement.

1. Section 2 of the Agreement is hereby amended to read as follows:

**Compensation and Method of Payment.** Consultant will invoice the City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed FIVE HUNDRED NINETY-EIGHT THOUSAND, NINE HUNDRED AND ONE DOLLARS AND 00/100 (**\$598,901.00**) without written modification of this Agreement signed by the City. The City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to the City prior to or along with the first invoice.

Original contract amount of \$98,901 + Amendment #1 amount of \$250,000 +Amendment #2 amount of \$100,000 + Amendment #3 amount of \$150,000 = **\$598,901.**

2. Section 3 of the Agreement is hereby amended to read as follows:

**Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing February 15, 2022 and ending December 31, 2027 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.

All other terms and conditions remain as provided in the original Agreement effective February 18, 2022.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF NORTH BEND**

**RH2 ENGINEERING, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest/Authenticated:**

\_\_\_\_\_  
City Clerk

**Approved as to form:**

\_\_\_\_\_  
Kendra Rosenberg, City Attorney





<b>EXHIBIT C</b> <b>RH2 ENGINEERING, INC.</b> <b>2025 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$174	\$/hr
Professional II	\$192	\$/hr
Professional III	\$214	\$/hr
Professional IV	\$235	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$270	\$/hr
Professional VII	\$295	\$/hr
Professional VIII	\$318	\$/hr
Professional IX	\$328	\$/hr
Technician I	\$136	\$/hr
Technician II	\$148	\$/hr
Technician III	\$167	\$/hr
Technician IV	\$182	\$/hr
Technician V	\$199	\$/hr
Technician VI	\$219	\$/hr
Technician VII	\$238	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$91	\$/hr
Administrative II	\$106	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$148	\$/hr
Administrative V	\$171	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	IRS Rate	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	





## City Council Agenda Bill

SUBJECT:		Agenda Date: April 1, 2025		AB25-027
<b>Motion Authorizing Contract with Parametrix for Structural Inspection Services of a Private Vehicular Bridge for the Mt. Si Industrial Project</b>		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: \$45,000 (Not to Exceed)		Public Works – Mark Rigos, P.E.		X
Fund Source: “Pass Through” to Developer				
Timeline: Immediate				
<b>Attachments:</b> Work Scope, Employee Resume & Vicinity Map of Bridge				
<p><b>SUMMARY STATEMENT:</b></p> <p>There is an ongoing private development project currently in the design phase called Mt. Si Industrial that is being managed by Panattoni. The project includes 3 buildings with a vehicular bridge across Gardiner Creek for access to its southern most proposed building. The project will likely be constructed in 2025, 2026 or 2027.</p> <p>There is no City staff member that has the skills, experience or qualifications to inspect structural components of a bridge while under construction. Parametrix, a large local engineering firm, has staff with this capability. Attached is a work scope by Parametrix. Also attached is a resume of one of their structural inspectors. The company’s consulting rate for this inspector is \$217.60/hour. The total inspection cost is anticipated to be less than \$45,000. This will be a pass through cost, so once invoices are received from Parametrix, they will be forwarded to Panattoni to reimburse the City. City staff recommend approval of this contract.</p>				
<p><b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.</p>				
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed at the March 25th, 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Consent Agenda.</p>				
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB25-027, authorizing the Mayor to execute a contract with Parametrix for structural bridge inspections, in a form and content approved by the City Attorney, in an amount not to exceed \$45,000.</b></p>				
<b>RECORD OF COUNCIL ACTION</b>				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
April 1, 2025				



City of North Bend, WA  
Bridge inspections for Mt Si Industrial Development Project

## Introduction

The project will provide full bridge inspection and associated documentation services as described herein.

## General Project Assumptions:

- This will only be for bridge construction inspection on one structure, no other construction inspection or construction management activities will be provided.
- One inspector is provided and will be working as an extension to the city construction oversight compliance team.

## Task 100 – Project Management and Coordination

The Consultant is responsible for the management and coordination of the work defined in this Work Assignment. Task 1 represents the labor and expenses associated with scheduling, coordination, and quality control services for this work. Work will include the following sub-tasks:

- Project Management: The Consultant and its subconsultants will provide management measures including:
  - Monthly reporting and invoicing.
  - Coordination of with City construction compliance team to ensure consistency across team efforts.

## Assumptions:

- The contract duration will be 24 months, but the work window will be 2 months

## Deliverables:

- Monthly Progress Reports and Invoices.

## Task 200 – Inspection Services

The Consultant shall provide one Special Inspector. The Inspector is responsible for inspection of all bridge construction as needed, including both substructure and superstructure elements. The Inspector will be on site to verify all construction activities for one short span bridge structure (60 foot) over Gardner Creek and provide Inspection reports that include detailed inspection, observation, photos and recommendations.

### Assumptions:

- The inspection activities will not be needed every day. It is assumed that the need will be, on average, 24 hours per week, maximum.

### Deliverables:

- Daily Inspection Reports (DIR). The Inspector will provide an electronic copy of the DIR to the City within 24 hours of the conclusion of each day's work.

## BRYAN KARDOS

**Construction Inspector**

31 YEARS OF EXPERIENCE ■ BS, LANDSCAPE ARCHITECTURE AND ENVIRONMENTAL PLANNING, 1982

Bryan is experienced in providing construction inspection, as well as quality control inspection services for public works projects. He worked for many years for municipalities in California and Washington as the public works construction inspector. Bryan has overseen and provided inspection services for large projects including roadways, bridges, utilities, streetscapes, water treatment plants, transit centers, and light rail. He is also skilled in many aspects of project management and administration including QA/QC, bidding, estimating, zoning administration, plan reviews, contract negotiation, coordinating budgets, equipment acquisition, fleet management, and written and photo documentation.

**Why Bryan?**

Bryan brings a wealth of senior inspector experience that includes:

- Coordination with WSDOT staff
- Traffic control
- In-water construction
- Permit compliance for construction in sensitive areas
- Bridges (over water)
- Shafts and piles for various transportation infrastructure
- Shoring
- Roadway construction
- Concrete and paving

**Selected Project Experience****SR 520 I-5 Express Lanes Connection Project | King County, WA**

WSDOT

As Senior Construction Manager over Inspections, Bryan consulted with the WSDOT construction engineer and Parametrix's assistant engineer on a \$68M dedicated reversible transit and carpool connection between SR 520 and the I-5 express lanes and ramp at the Mercer Street interchange. Bryan managed 6 E2 construction inspectors, and 2 E3 construction inspectors on civil engineering including soldier pile retaining walls, bridge girder type bridge, Structural Engineered Walls (SEW), and electrical for ITS, traffic management, illumination, VMS boards, CCTV, and traffic loops. Other consultation services include processing RFIs and submittals, assigning daily inspection tasks, communicating with WSDOT, COS, SCL, TMC, CTCC, and the general contractor. His additional duties included risk management oversight, construction audits, and field inspection for traffic control, striping, grading, bridge shafts, columns, crossbeams, bridge decks, HMA paving, electrical systems, and landscape restoration.

**Relevance to this project:** Over-water bridge replacement including ramps and approaches, deep shafts/piles, construction in sensitive areas, roadway construction, WSDOT coordination, concrete and paving.

**Highway 59 at Prairie City Interchange | Folsom, CA**

City of Folsom/CalTran

Bryan was the Public Works Inspector for this \$17M project that included a new bridge expansion and interchange configuration. He oversaw installation of a new water main running through a new bridge structure and inspected the new state highway interchange with the city's existing major arteries. He also inspected and reviewed engineering safety, paving, grading, landscaping, and erosion control and worked closely with CalTran's representatives.

**Relevance to this project:** \$17M bridge expansion and interchange project.

**Natoma Crossing Bridge | Folsom, CA**

City of Folsom

This project included the historical restoration of an 1880 train runaround and modern upgrades for a new light rail station adjacent to the historical train station. Bryan tested soil compaction, erosion control, and Best Management Practices enforcement. He reviewed several phased approved plans. Bryan also enforced complex traffic control plans within a busy historical business district with highly political public relations.

**Relevance to this project:** Over-water bridge expansion and traffic control.

## BRYAN KARDOS

### Federal Way Transit Center | Federal Way, WA Sound Transit

Bryan was the Public Works inspector providing quality assurance for frontage improvements, stormwater management, and safety and infrastructure inspections. This \$21M project constructed a new transit center with a parking structure. The transit center was linked to the I-5 center HOV lanes via HOV direct access ramps at South 317th and I-5. Partners on this project were King County Metro, Pierce County, WSDOT and the City of Federal Way. Construction included the demolition of two commercial buildings and construction of a five story post-tensioned parking structure for 1,200 stalls, a canopied transit island with a pedestrian bridge to the parking structure, elevators, and a large underground stormwater detention basin.

**Relevance to this project:** Large structure with pedestrian bridge, piles, and walls; coordination with WSDOT staff on an interchange.

### Edmonds Commuter Rail Station | Edmonds, WA Sound Transit

Bryan served as construction inspector for train track platforms, new parking lots, and re-construction of landscaping, stormwater, sewer, eight wind shelters, and three bus terminals for the Community Transit Center integrated at the State Ferry Terminal hub. He worked with the City of Edmonds, WSDOT/ Washington State Ferries (WSF), testing labs, and Community Transit.

**Relevance to this project:** Coordination with WSDOT (as well as with WSF), and heavy civil.

### Sounder Commuter Rail D to M Street Track and Signal Project | Tacoma, WA

Sound Transit

Bryan was the construction inspector for civil engineering components of rail trackway, retaining walls, shoring, and heavy water, stormwater, and sewer utility relocates for a \$166M downtown Tacoma light rail bridge and track connection to Lakewood, Washington. He oversaw construction, daily documentation-field notes, diaries, and photos and updated job status and progress, monthly pay estimates, and force account charges. He also coordinated work with the resident engineer, City of Tacoma, Tacoma Public Utilities, Sound Transit, testing labs, geologist, hydrogeologist, Department of Ecology, BNSF, and the general contractor.

**Relevance to this project:** Oversaw construction of walls, piles, shoring, bridge, and track connections.

### SR 522 Stage 2A Construction Administration/ Inspection Services | Bothell, WA City of Bothell

Bryan managed the inspection team for this major roadway construction project. He inspected field work; monitored inspection activities; monitored the contractor's daily schedule and progress; prepared staffing schedules; investigated problems in the field and made recommendations for solutions; coordinated acquisition and storage of project documentation; researched for RFI responses; and reviewed inspector daily reports and field note records. Bryan's work also involved partnering with the contractor, subcontractors, consultants and other agencies, and mentoring lead inspectors and construction inspection staff.

**Relevance to this project:** Major roadway construction including piles and walls, WSDOT involvement and coordination, and traffic control.

### Bothell-Everett Highway Improvements | Bothell, WA City of Bothell

Bryan provided civil engineering inspection services to the city public works department. He worked with the senior engineer and senior inspector as well as WSDOT and King County staff on this major road artery and street improvement effort. The \$6.8M project included road widening, soldier pile retaining walls, major wet and dry utilities, streetscapes, striping, paving, and median improvements.

**Relevance to this project:** Major roadway construction including piles and walls, WSDOT involvement and coordination, and traffic control.

### Traffic Calming and Roundabouts | Federal Way, WA City of Federal Way

Bryan oversaw reconstruction of an existing three-way intersection into a two-lane roundabout for a major city artery. A second artery was installed on the existing street at a 90-degree curve to provide access for a new subdivision.

**Relevance to this project:** Major roadway construction and traffic control.

### Fall City Improvement Project | Issaquah and Sammamish, WA

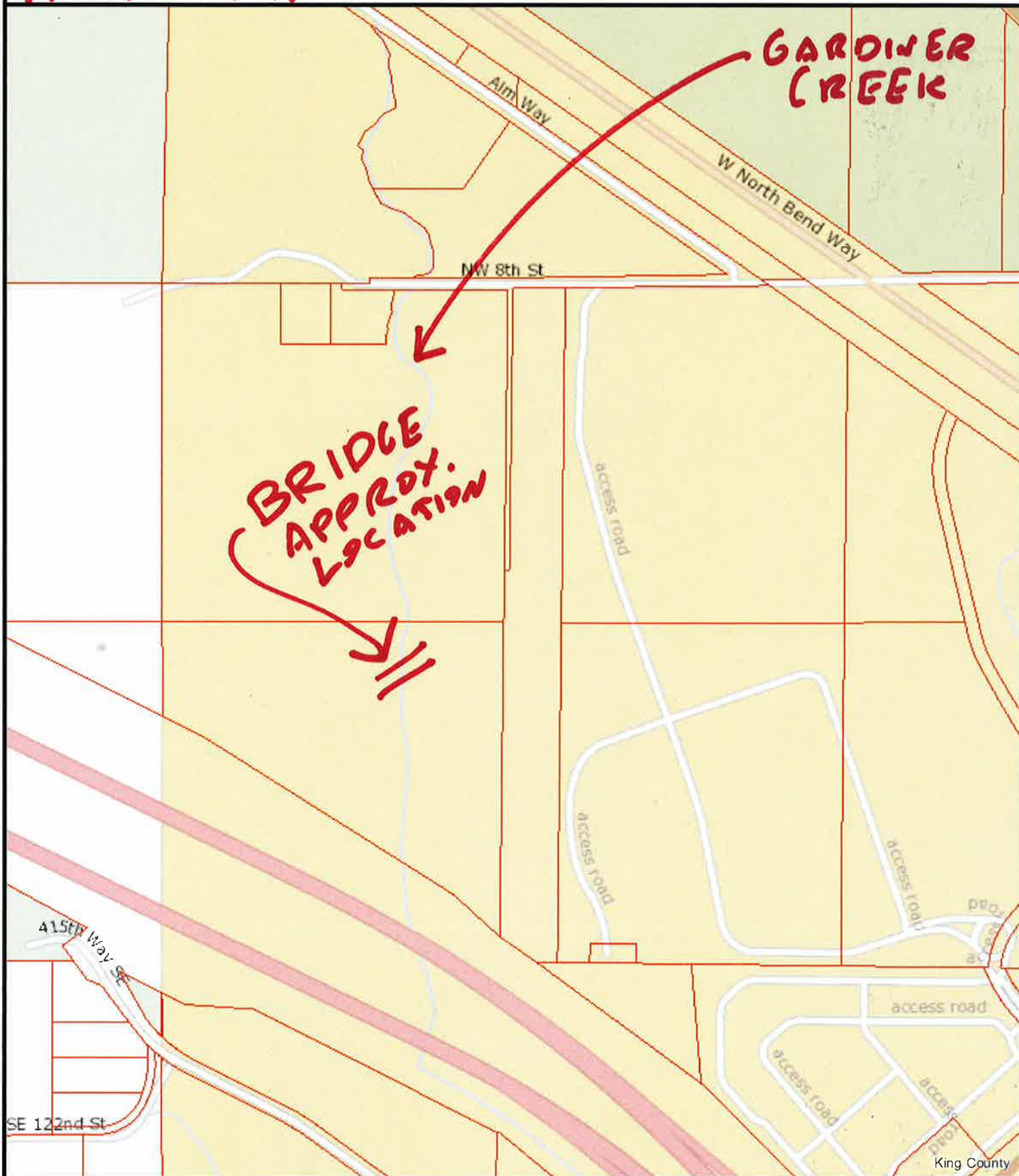
Cities of Issaquah and Sammamish

Bryan was the senior inspector supervising five construction inspectors on this \$28M road improvement project that included three roundabouts at new intersections and widening 1.5 miles of a two-lane road to four lanes with adjustments for stormwater, water, sidewalks, streetlights, and paving.

**Relevance to this project:** Major roadway construction, traffic control, paving, and sidewalks.



# VICINITY MAP King County iMap



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.

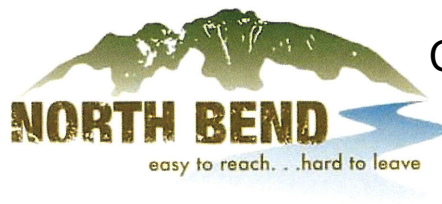
Date: 3/17/2025

Notes:



King County





## Office of Mayor

# PROCLAMATION

**WHEREAS**, sexual assault is pervasive: every 68 seconds, someone is sexually assaulted in the United States; and

**WHEREAS**, sexual violence impacts everyone. Anyone can be a victim of sexual violence, and people who commit sexual abuse, assault, and harassment exist in all of our communities. This underscores why it's important for all of us to care about sexual violence and take steps to promote the safety and well-being of others; and

**WHEREAS**, Black, Indigenous and other people of color, people living in poverty, LGBTQ+ people, elders, people with disabilities and others who have been historically oppressed are disproportionately affected by sexual violence in significant and complex ways; and

**WHEREAS**, sexual assault is among the most underreported crimes for many reasons, but survivors who are already most marginalized face additional barriers to reporting, such as language, immigration status or disability; and

**WHEREAS**, ending sexual violence requires us to address racism, sexism, and all forms of oppression that contribute to the perpetration of sexual assault; and

**WHEREAS**, sexual violence exists on a continuum of behavior that includes racist, sexist, transphobic, homophobic, ableist or other hate speech. This ranges from rape jokes to verbal harassment to physical assaults; and

**WHEREAS**, survivors of sexual assault may never forget their victimization, but they can heal with support from family, friends and their communities. Sexual assault programs across King County and Washington state offer free and confidential support, advocacy, information and resources to survivors; and

**WHEREAS**, by working together as a community, we can alleviate the trauma of sexual violence by ensuring supportive resources are available to all survivors, while standing up to actively disrupting harmful attitudes and behaviors that contribute to sexual assault,

**NOW, THEREFORE**, I, Mary Miller, Mayor, join advocates and communities throughout King County in taking action to prevent sexual violence by standing with survivors and proclaiming April 2025 as

### Sexual Assault Awareness Month

in the City of North Bend and encourage all to commit to a safer future for all children, young people, adults, and families in our community.



Signed this 1<sup>st</sup> day of April, 2025

**Mary Miller**  
**Mayor**





## City Council Agenda Bill

SUBJECT:		Agenda Date: April 1, 2025		AB25-028
<b>Resolution Re-establishing the Council Rules of Procedure for Council Meetings and Rescinding Resolution 957</b>		Department/Committee/Individual		
		Mayor Mary Miller		X
		Interim City Administrator – Bob Larson		
		City Attorney – Kendra Rosenberg		X
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		
		Finance – Martin Chaw		
Cost Impact: N/A		Public Works – Mark Rigos		
Fund Source: N/A				
Timeline: Immediate				
<b>Attachments:</b> Resolution Re-Establishing Council Rules of Procedure for Council Meetings, Resolution Re-Establishing Council Rules of Procedure for Council Meetings with Revisions				
<p><b>SUMMARY STATEMENT:</b></p> <p>The City Council is re-establishing its procedural rules for public comments at Council meetings with modifications from the prior Rules of Procedure. Public comments will be allowed consistently with the Open Public Meetings Act and the Council’s past practices, however, there will be one set public comment period during each Council meeting before all agenda items are addressed. Public comment on items on and off the agenda will be permitted during this time. This does not affect public hearings, which will afford separate public participation time during those public hearing agenda items.</p> <p>The amended public comment procedures also provide that public comments will be limited to three minutes in length per participant, and each participant will be allowed to speak once during the public comment period. This procedural update will allow for public participants to be clear on when public comment is permitted, and it will allow for more expeditious public input at Council meetings.</p> <p>The Council Rules of Procedure for Council meetings have been updated and therefore, the Council should rescind Resolution 957 and adopt this Resolution re-establishing the Rules of Procedure with the updates. The Finance and Administration Committee reviewed this resolution on March 11, 2025.</p>				
<b>APPLICABLE BRAND GUIDELINES:</b> Commitment to Foster Community Engagement				
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance and Administration Committee reviewed this resolution on March 11, 2025, and recommended approval and placement on the Main Agenda for discussion.				
<b>RECOMMENDED ACTION: MOTION to approve AB25-028, a resolution re-establishing the Council Rules of Procedure for Council Meetings and rescinding Resolution 957.</b>				

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2025		



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, RESCINDING RESOLUTION NO. 957, AND RE-ESTABLISHING THE COUNCIL RULES OF PROCEDURE**

**WHEREAS**, on January 7, 2003, the City Council passed Resolution No. 914, which found that establishing written rules for conducting council meetings would allow for the expeditious processing of City business, while assuring that adequate opportunity is given for public input prior to the time that a decision is made on any agenda; and

**WHEREAS**, on July 22, 2003, the City Council passed Resolution No. 957, which re-established Rules of Procedure for council meetings and rescinded Resolution No. 914, changing the time of meetings and allowing for more expeditious public input; and

**WHEREAS**, the City Council now desires to rescind Resolution No. 957 and to re-establish the Rules of Procedure for council meetings with amendments to Section 2, to allow public comment at the beginning of City Council meetings to ensure all public comment is considered before final decisions on agenda items occurs and to promote public access and participation in meetings, and to perform non-substantive clean-up edits to Sections 1, 3-10 for consistency, clarity, and punctuation purposes; and

**WHEREAS**, the City Council hereby re-establishes the Council Rules of Procedure for Council Meetings and such Rules are hereby adopted as **Resolution** ;

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

**Section 1.** The City Council rescinds Resolution No. 957, Rules of Procedure for council meetings and re-establishes the Rules of Procedure for council meetings as set forth herein.

**Section 2.** Section 1 (Agenda Preparation) of the City Council Rules of Procedure is hereby re-established to read as follows:

The City Council acknowledges that the Mayor, as the Chief Executive and Administrative Officer, is responsible for the timely preparation of the City Council agenda. However, in order to ensure that agendas are timely prepared and contain the action and discussion items which the City Council wants to consider are included pursuant to City Council policy, the City Council hereby establishes the following time frame for agenda preparation:

- A. No later than the one week after the previous City Council meeting, the Mayor, and/or City Administrator shall meet with the Mayor Pro Tem to discuss the agenda for the following City Council meeting.
- B. No later than the close of business on the Friday following any City Council meeting, or such other date agreeable with the Mayor and Mayor Pro Tem, the preliminary agenda shall be circulated to all Councilmembers and department heads.
- C. The final agenda shall be provided to the City Council no later than the close of City business on the Thursday just preceding the City Council meeting, or such other date agreeable with the Mayor and Mayor Pro Tem.

No new items shall be added to the agenda unless approved by the Mayor and Mayor Pro Tem.

**Section 3.** Section 2 (Meetings) of the City Council Rules of Procedure is hereby re-established to read as follows:

- A. **Regular meetings.** Regular Meetings of the City Council shall be held as provided for by NBMC Section 2.04.011. The order of business at regular City Council meetings shall be as follows:
  - 1. Call to Order; Roll Call; Flag Salute;
  - 2. Approval of the Consent Agenda. The Consent Agenda shall consist of items of a routine nature that can be approved without discussion or debate; items approved on the Consent Agenda are Final. If discussion of any Consent Agenda item is desired, that item may be removed from the Consent Agenda at the request of any Councilmember. Those items removed at the request of any Councilmember shall either be discussed and returned to the Consent Agenda, and/or placed in an appropriate place on the agenda before acting on the Consent Agenda;
  - 3. Special presentation by a citizen or citizens having timely filed written requests to speak;



4. Audience Participation. This is the place on the agenda where the public is invited to speak to the City Council on any issue. The public can participate in-person or submit written comments in advance. Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and may not exceed 350 words.

Please mail written comments to:

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

Please fax written comments to:

Attn: City Clerk  
Fax number: 425-831-6200

Email written comments to:

[Clerks@northbendwa.gov](mailto:Clerks@northbendwa.gov)

If an individual requires accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request accommodation to be able to provide a remote oral comment by contacting the City Clerk's Office in person, by phone (425) 888-1211 or by email: [Clerks@northbendwa.gov](mailto:Clerks@northbendwa.gov);

5. Announcements, presentations, appointments;
6. Commission, Board and Committee reports (second Council Meeting of each month);
7. Public hearings requiring no action by the City Council. Public hearings requiring action will be held in conjunction with the action item.
8. Final reading (old business);
9. Introduction, first reading, ordinances, resolutions, and motions (new business);
10. Mayor and City Council Concerns and Initiatives.

(Business that should be deliberated on by the full City Council, matters need not be listed on the agenda, formal actions on such matters may be deferred until a subsequent City Council Meeting, immediate action may be taken by a majority vote of the City Council, there are to be no speeches, lectures, or grandstanding.);

11. Staff Reports (second meeting of each month);

12. Executive Sessions, or unless otherwise scheduled; and

13. Adjournment.

**B. Special Meetings.** Special meetings shall be held at such time and place as authorized by law. The agenda and order of business for said special meetings shall be specified in the meeting notice.

**C. Executive Sessions.** Executive sessions shall be held as authorized by state law.

**D. Quorum.** At all meetings of the City Council, a majority of the Councilmembers shall constitute a quorum for the transaction of business, but a lesser number may adjourn a meeting.

**Section 4.** Section 3 (Motions) of the City Council Rules of Procedure is hereby re-established to read as follows:

Motions shall be submitted in writing when required by the Presiding Officer, or any member of the City Council. All resolutions and ordinances shall be in writing. A motion for adjournment shall always be in order.

**Section 5.** Section 4 (Presiding Officer) of the City Council Rules of Procedure is hereby re-established to read as follows:

All meetings of the City Council shall be presided over by the Mayor, or, in the Mayor's absence, by the Mayor Pro Tem. The appointment of a Councilmember as Mayor Pro Tem shall not in any way abridge their right to vote upon all questions coming before the City Council. It shall be the duty of the Presiding Officer to:

A. Call the meeting to order;

- B. Keep the meeting to its order of business and observe and enforce all rules adopted by the City Council for its government;
- C. State each motion and require a second to that motion before continuing discussion;
- D. Handle discussion in an orderly manner, including:
  - 1. Allow every Councilmember who wishes to speak an opportunity to do so;
  - 2. Permit audience participation at appropriate times and following set procedure;
  - 3. To the extent possible, give speakers for and against an issue, alternating opportunities to speak;
- E. Put motions to a vote and announce the outcome; and
- F. Suggest, but not make, motions for adjournment.

**Section 6.** Section 5 (Council Deliberations) of the City Council Rules of Procedure is hereby re-established to read as follows:

- A. Introducing Items for Discussion. The Presiding Officer shall introduce each item on the agenda. If the particular agenda item was sponsored by a staff member or Councilmember, then the Chair shall recognize the staff member or Councilmember for the purpose of introducing the agenda item.
- B. Getting the Floor. Every Councilmember desiring to speak shall first address the Chair, and gain recognition by the Presiding Officer.
- C. Inquiries to Staff. Every Councilmember desiring to question any member of the City staff shall, after recognition by the Presiding Officer, address their question to the respective Staff member, who shall be entitled to either answer the inquiry or designate some other staff person to do so or, alternatively, if such information is not readily available, to furnish same to the inquiring Councilmember at the earliest possible date.
- D. Interruptions. A Councilmember, once recognized by the Presiding Officer, shall not be interrupted when speaking unless called to order by the Presiding Officer, or unless a point of order or personal privilege is raised by another Councilmember, or such speaker chooses to yield to a question by another member of the City Council. If a Councilmember, while speaking, is called to order, they shall cease speaking immediately until the question of order is determined and, if determined to be in order, they shall proceed. Members of the City staff,

after recognition by the Presiding Officer, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer, and such staff member shall make every effort to make such remarks brief and to the point.

- E. Points of Order. The Parliamentarian, or the City Attorney shall determine all points of order subject to the right of any Councilmember to appeal to the City Council. If an appeal is taken, the questions shall be, "shall the decision of the Parliamentarian be sustained?" A majority vote shall conclusively determine such question of order.
- F. Point of Personal Privilege. The right of a Councilmember to address the City Council on a question of personal privilege shall be limited to cases in which said Councilmember's integrity, character, or motives are questioned or where the welfare of the Council is concerned. Any Councilmember raising a point of personal privilege may interrupt another Councilmember who has the floor only if the Presiding Officer recognizes the privilege.
- G. Decorum. All speakers, including members of the Council, in the discussion, comments, or debate of any matter or issue, shall address their remarks to the Presiding Officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities or indulge in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are genuine and relevant to the question or matter under discussion.
- H. Transgression of Rules. If a member of the Council transgresses these rules on debate, the Presiding Officer shall call such Councilmember to order, and such member shall be silent except to explain or continue in order. If the Presiding Officer transgresses these rules on debate or fails to call such Councilmember to order, any member of the Council may, under a point of order, call the Presiding Officer or such other member to order, in which case the Presiding Officer or such member, as the case may be, shall be silent except to explain or continue in order.

**Section 7.** Section 6 (Voting) of the City Council Rules of Procedure is hereby re-established to read as follows:

- A. Prior Public Input. Except for items on the Consent Agenda, and setting public hearings or referring matters to any committee or commission, the Council shall not vote on any matter to be considered in an open meeting until such time as the public has had an opportunity to be heard.
- B. Verbal Restatement. Prior to voting, the Presiding Officer shall verbally restate the matter for which a vote is being taken. Following the vote, the Presiding Officer shall announce whether the question carried or was defeated.
- C. Roll Call Vote. The Mayor or any member of the Council may request a roll call vote. If so requested, the Clerk shall call the roll of the Council in alphabetical order.
- D. Failure to Vote. Each Councilmember is encouraged to vote on each item to come before the City Council. However, a Councilmember can be excused from voting because of a conflict of interest or other reasons authorized by law. The Councilmember who abstains from voting without acceptable reason shall be deemed to have cast their vote with the majority on any issue so voted upon. Tie votes shall be lost motions unless such tie is broken by the Mayor's vote in those cases in which it is authorized by state statute.
- E. Reconsideration. A motion to reconsider any action taken by the City Council may be made only at the same time or the next regular meeting of the City Council. Such motion may be made only by one of the Councilmembers who votes with the majority.

**Section 8.** Section 7 (Ordinances and Resolutions) of the City Council Rules of Procedure is hereby re-established to read as follows:

- A. Resolutions. Resolutions do not require multiple readings. Normally, resolutions appearing on the agenda will be passed at the meeting in which they are introduced.
- B. Ordinances. Generally, ordinances will require a first reading and a second reading. They normally will be passed on the second reading. The Council will make any recommended changes to the ordinance at the first reading so that final action can be taken at the time of second reading. Ordinances may be adopted at the first reading at the discretion of the Council.

**Section 9.** Section 8 (Citizen Participation) of the City Council Rules of Procedure is hereby re-established to read as follows:

- A. Citizen Participation and Contribution. Citizens are welcome at all City Council meetings, and are encouraged to attend, participate and contribute to the deliberations of the City Council. Recognition of a speaker by the Presiding Officer is a prerequisite to speaking and is necessary for an orderly and effective meeting. It will be expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the specific subject under consideration. Anyone making out-of-order comments or acting in an unruly manner shall be subject to removal from the meeting.
- B. Manner of Addressing City Council. Each person desiring to address the City Council shall proceed to the speaker's stand unless otherwise directed by the Presiding Officer, shall state their name and address for the record, state the subject they wish to discuss, state whom they represent if they represent an organization or other persons or group of persons and, unless further time is granted by a majority vote of the City Council, limit their remarks to three (3) minutes. All such remarks shall be addressed to the City Council as a whole, and not to any member individually. No questions shall be asked of a Councilmember or member of the City staff without the permission of the Presiding Officer.
- C. Spokesperson for Group of Persons. In order to expedite matters and avoid repetitious presentations, delay or interruption of the orderly business of the City Council, whenever any group of persons wishes to address the City Council on the same subject matter, it shall be proper for the Presiding Officer to request that a spokesperson be chosen by the group to address the City Council and, in case additional matters are to be presented by any other member of said group, to limit the number of persons addressing the City Council.
- D. Special Presentations. Any person who requests, in writing, for permission to speak on a Special Presentation, must do so in accordance with the following standards and conditions:
  - 1. The subject matters to be discussed shall be set forth with particularity, and persons requesting an

opportunity to speak shall confine their remarks to the subjects set forth in their written notice to speak. Such remarks shall be limited to ten (10) minutes;

2. Such request must be filed with the City Clerk. Such request shall not be placed upon the agenda unless the subject matter and a syllabus of what is to be said is set forth with particularity;
3. Timely requests filed with the City Clerk shall be reproduced and be forwarded with all agenda matters in the regular course of agenda packet distribution. Scheduling of presentations shall be at the discretion of the Mayor and Mayor Pro Tem; and
4. Items not on the Agenda.

**Section 10.** Section 9 (Minutes) of the City Council Rules of Procedure is hereby re-established to read as follows:

The City Clerk, or in their absence the Clerk's designee, shall attend all meetings of the City Council, and shall keep a permanent record of its proceedings. The record shall consist of an electronic recording of the proceedings; all written materials provided to the City Council for its consideration, either in the agenda packet or items properly submitted as part of the record at the meeting; and a journal consisting of minute entries of all action taken by the City Council.

**Section 11.** Section 10 (Parliamentarian) of the City Council Rules of Procedure is hereby re-established to read as follows:

The City Attorney, or City Attorney's designee, shall serve as Parliamentarian.

**Section 12.** Section 11 (Rules of Order) of the City Council Rules of Procedure is hereby re-established to read as follows:

The procedures of the City Council shall be governed by the latest edition of Robert's Rules of Order, unless modified by the terms of this resolution, modified by a majority vote of the City Council on any particular item, or as otherwise provided for by state law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1<sup>ST</sup> DAY OF APRIL, 2025.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Mary Miller, Mayor**

\_\_\_\_\_  
**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, RESCINDING RESOLUTION NO. 957, AND RE-ESTABLISHING THE COUNCIL RULES OF PROCEDURE**

**WHEREAS**, on January 7, 2003, the City Council passed Resolution No. 914, which found that establishing written rules for conducting council meetings would allow for the expeditious processing of City business, while assuring that adequate opportunity is given for public input prior to the time that a decision is made on any agenda; and

**WHEREAS**, on July 22, 2003, the City Council passed Resolution No. 957, which re-established Rules of Procedure for council meetings and rescinded Resolution No. 914, changing the time of meetings and allowing for more expeditious public input; and

**WHEREAS**, the City Council now desires to rescind Resolution No. 957 and to re-establish the Rules of Procedure for council meetings with amendments to Section 2, to allow public comment at the beginning of City Council meetings to ensure all public comment is considered before final decisions on agenda items occurs and to promote public access and participation in meetings, and to perform non-substantive clean-up edits to Sections 1, 3-10 for consistency, clarity, and punctuation purposes; and

**WHEREAS**, the City Council hereby re-establishes the Council Rules of Procedure for Council Meetings and such Rules are hereby adopted as **Resolution** ;

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

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City Council hereby establishes the following time frame for agenda preparation:

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- B. No later than the close of business on the Friday ~~or date agreeable with the Mayor and Mayor Pro Tem~~ following any City Council meeting, or such other date agreeable with the Mayor and Mayor Pro Tem, the preliminary agenda shall be circulated to all Councilmembers and department heads.
- C. The final agenda shall be provided to the City Council no later than the close of City business on the Thursday or date agreeable with the Mayor and Mayor Pro Tem, just preceding the City Council meeting, or such other date agreeable with the Mayor and Mayor Pro Tem.

No new items shall be added to the agenda unless approved by the Mayor and Mayor Pro Tem.

**Section 3.** Section 2 (Meetings) of the City Council Rules of Procedure is hereby re-established to read as follows:

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Consent Agenda;

3. Special presentation by a citizen or citizens having timely filed written requests to speak;
4. ~~Citizen comments for items not on the agenda;~~ Audience Participation. This is the place on the agenda where the public is invited to speak to the City Council on any issue. The public can participate in-person or submit written comments in advance. Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and may not exceed 350 words.

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5. Announcements, presentations, appointments;
6. Commission, Board and Committee reports (second Council Meeting of each month);
7. Public ~~H~~hearings requiring no action by the City Council. Public ~~H~~hearings requiring action will be held in conjunction with the action item.

8. Final reading (old business);
9. Introduction, first reading, ordinances, resolutions, and motions; (new business);
10. Mayor and City Council Concerns and Initiatives. (Business that should be deliberated on by the full City Council, matters need not be listed on the agenda, formal actions on such matters may be deferred until a subsequent City Council Meeting, immediate action may be taken by a majority vote of the City Council, there are to be no speeches, lectures, or grandstanding.);
11. Staff Reports: (second meeting of each month);
12. Executive Sessions, or unless otherwise scheduled; and
13. Adjournment.

**B. Special Meetings.** Special meetings shall be held at such time and place as authorized by law. The agenda and order of business for said special meetings shall be specified in the meeting notice.

**C. Executive Sessions.** Executive sessions shall be held as authorized by state law.

**D. Quorum.** At all meetings of the City Council, a majority of the Councilmembers shall constitute a quorum for the transaction of business, but a lesser number may adjourn a meeting.

**Section 4.** Section 3 (Motions) of the City Council Rules of Procedure is hereby re-established to read as follows:

Motions shall be submitted in writing when required by the Presiding Officer, or any member of the City Council. All resolutions and ordinances shall be in writing. A motion for adjournment shall always be in order.

**Section 5.** Section 4 (Presiding Officer) of the City Council Rules of Procedure is hereby re-established to read as follows:

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Mayor Pro Tem shall not in any way abridge ~~his or her~~ their right to vote upon all questions coming before the City Council. It shall be the duty of the Presiding Officer to:

- A. Call the meeting to order;
- B. Keep the meeting to its order of business and observe and enforce all rules adopted by the City Council for its government;
- C. State each motion and require a second to that motion before continuing discussion;
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  - 1. Allow every Councilmember who wishes to speak, an opportunity to ~~speak~~ do so;
  - 2. Permit audience participation at appropriate times and following set procedure;
  - ~~3. Keep all speakers to the rules and to the questions;~~
  - 34. To the extent possible, give speakers for and against an issue, alternating opportunities to speak;
- E. Put motions to a vote and announce the outcome; and
- F. Suggest, but not make, motions for adjournment.

**Section 6.** Section 5 (Council Deliberations) of the City Council Rules of Procedure is hereby re-established to read as follows:

- A. Introducing Items for Discussion. The Presiding Officer shall introduce each item on the agenda. If the particular agenda item was sponsored by a staff member or Councilmember, then the Chair shall recognize the staff member or Councilmember for the purpose of introducing the agenda item.
- B. Getting the Floor. Every Councilmember desiring to speak shall first address the Chair, and gain recognition by the Presiding Officer.
- C. Inquiries to Staff. Every Councilmember desiring to question any member of the City staff shall, after recognition by the Presiding Officer, address ~~his or her~~ their question to the respective Staff member, who shall be entitled to either answer the inquiry ~~himself or herself~~, or to designate some other staff person to do so or, alternatively, if such information is not readily available, to furnish same to the inquiring Councilmember at the earliest possible date.
- D. Interruptions. A Councilmember, once recognized by the Presiding Officer, shall not be interrupted when speaking unless called to order by the Presiding Officer, or unless a point of order or personal privilege is raised by another Councilmember, or such speaker chooses to

yield to a question by another member of the City Council. If a Councilmember, while speaking, is called to order, ~~he or she~~ they shall cease speaking immediately until the question of order is determined and, if determined to be in order, ~~he or she~~ they shall proceed. Members of the City staff, after recognition by the Presiding Officer, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer, and such staff member shall make every effort to make such remarks brief and to the point.

- E. Points of Order. The Parliamentarian, or the City Attorney shall determine all points of order subject to the right of any Councilmember to appeal to the City Council. If an appeal is taken, the questions shall be, "shall the decision of the Parliamentarian be sustained?" A majority vote shall conclusively determine such question of order.
- F. Point of Personal Privilege. The right of a Councilmember to address the City Council on a question of personal privilege shall be limited to cases in which ~~his or her~~ said Councilmember's integrity, character, or motives are questioned or where the welfare of the Council is concerned. Any Councilmember raising a point of personal privilege may interrupt another Councilmember who has the floor only if the Presiding Officer recognizes the privilege.
- G. Decorum. All speakers, including members of the Council, in the discussion, comments, or debate of any matter or issue, shall address their remarks to the Presiding Officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities or indulge in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are genuine and relevant to the question or matter under discussion.
- H. Transgression of Rules. If a member of the Council ~~shall transgresses~~ these rules on debate, the Presiding Officer shall call such Council-member to order, ~~in which case~~ and such member shall be silent except to explain or continue in order. If the Presiding Officer ~~shall transgresses~~ these rules on debate or fails to call such Councilmember to order, any member of the

Council may, under a point of order, call the Presiding Officer or such other member to order, in which case the Presiding Officer or such member, as the case may be, shall be silent except to explain or continue in order.

**Section 7.** Section 6 (Voting) of the City Council Rules of Procedure is hereby re-established to read as follows:

- A. Prior Public Input. Except for items on the ~~Ce~~consent ~~a~~Agenda, and setting public hearings or referring matters to any committee or commission, the Council shall not vote on any matter to be considered in an open meeting until such time as the public has had an opportunity to be heard.
- B. Verbal Restatement. Prior to voting, the Presiding Officer shall verbally restate the matter for which a vote is being taken. Following the vote, the Presiding Officer shall announce whether the question carried or was defeated.
- C. Roll Call Vote. The Mayor or any member of the Council may request a roll call vote. If so requested, the Clerk shall call the roll of the Council in alphabetical order.
- D. Failure to Vote. Each Councilmember is encouraged to vote on each item to come before the ~~City Ce~~council. However, a Councilmember can be excused from voting because of a conflict of interest or other reasons authorized by law. The Councilmember who abstains from voting without acceptable reason shall be deemed to have cast ~~his or her~~ their vote with the majority on any issue so voted upon. Tie votes shall be lost motions unless such tie is broken by the Mayor's vote in those cases in which it is authorized by state statute.
- E. Reconsideration. A motion to reconsider any action taken by the City Council may be made only at the same time or the next regular meeting of the City Council. Such motion may be made only by one of the Councilmembers who votes with the majority.

**Section 8.** Section 7 (Ordinances and Resolutions) of the City Council Rules of Procedure is hereby re-established to read as follows:

- A. Resolutions. Resolutions do not require multiple readings. Normally, resolutions appearing on the agenda will be ~~adopted~~ passed at the meeting in which they are introduced.

- B. Ordinances. Generally, ordinances will require a first reading and a second reading. They normally will be passed on the second reading. The Council will make any recommended changes to the ordinance at the first reading so that final action can be taken at the time of second reading. Ordinances may be ~~passed-adopted~~ at the first reading at the discretion of the Council.

**Section 9.** Section 8 (Citizen Participation) of the City Council Rules of Procedure is hereby re-established to read as follows:

- A. Citizen Participation and Contribution. Citizens are welcome at all City Council meetings, and are encouraged to attend, participate and contribute to the deliberations of the City Council. Recognition of a speaker by the Presiding Officer is a prerequisite to speaking and is necessary for an orderly and effective meeting. It will be expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the specific subject under consideration. Anyone making out-of-order comments or acting in an unruly manner shall be subject to removal from the meeting.
- B. ~~**Right to Speak.** After introduction of an agenda item and any inquiry to staff members, the public has the right to speak on the subject under consideration. Following public input, if any, the item reverts to the Council for motion, debate, and vote. This right to speak does not apply to the Consent Agenda.~~
- C. Manner of Addressing City Council. Each person desiring to address the City Council shall proceed to the speaker's stand unless otherwise directed by the Presiding Officer, shall state ~~his or her~~ their name and address for the record, state the subject ~~he or she~~ they wishes to discuss, state whom ~~he or she~~ they is representing; if ~~he or she~~ they represents an organization; or other persons or group of persons and, unless further time is granted by a majority vote of the City Council, limit ~~his or her~~ their remarks to three (3) minutes. All such remarks shall be addressed to the City Council as a whole, and not to any member individually. No questions shall be asked of a Councilmember or member of the City staff without the permission of the Presiding Officer.
- D. ~~Spokesperson~~ **Spokesman** for Group of Persons. In order to expedite matters and avoid repetitious



presentations, delay or interruption of the orderly business of the City Council, whenever any group of persons wishes to address the City Council on the same subject matter, it shall be proper for the Presiding Officer to request that a ~~spokesman~~ spokesperson be chosen by the group to address the City Council and, in case additional matters are to be presented by any other member of said group, to limit the number of persons addressing the City Council.

- E. Special Presentations. Any person who requests, in writing, for permission to speak on a Special Presentation, must do so in accordance with the following standards and conditions:
1. The subject matters to be discussed shall be set forth with particularity, and persons requesting an opportunity to speak shall confine their remarks to the subjects set forth in their written notice to speak. Such remarks shall be limited to ten (10) minutes;
  2. Such request must be filed with the City Clerk. Such request shall not be placed upon the agenda unless the subject matter and a syllabus of what is to be said is set forth with particularity;
  3. Timely requests filed with the City Clerk shall be reproduced and be forwarded with all agenda matters in the regular course of agenda packet distribution. Scheduling of presentations shall be at the discretion of the Mayor and Mayor Pro Tem; and
  4. Items not on the Agenda.

**Section 10.** Section 9 (Minutes) of the City Council Rules of Procedure is hereby re-established to read as follows:

The City Clerk, or in ~~his or her~~ their absence the Clerk's designee, shall attend all meetings of the City Council, and shall keep a permanent record of its proceedings. The record shall consist of an electronic recording of the proceedings; all written materials provided to the City Council for its consideration, either in the agenda packet or items properly submitted as part of the record at the meeting; and a journal consisting of minute entries of all action taken by the City Council.

**Section 11.** Section 10 (Parliamentarian) of the City Council Rules of Procedure is hereby re-established to read as follows:

The City Attorney, or City Attorney's designee, shall serve as Parliamentarian.

**Section 12.** Section 11 (Rules of Order) of the City Council Rules of Procedure is hereby re-established to read as follows:

The procedures of the City Council shall be governed by the latest edition of Robert's Rules of Order, unless modified by the terms of this resolution, modified by a majority vote of the City Council on any particular item, or as otherwise provided for by state law.

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

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Mary Miller, Mayor**

\_\_\_\_\_  
**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



## City Council Agenda Bill

SUBJECT:		Agenda Date: April 1, 2025		AB25-029
<b>Resolution Approving Development Agreement with PJO NW Development, LLC</b>		Department/Committee/Individual		
		Mayor Mary Miller		
		Interim City Administrator – Bob Larson		
		City Attorney – Kendra Rosenberg		X
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm. & Economic Development – James Henderson		X
		Finance – Martin Chaw		
Cost Impact: N/A		Public Works – Mark Rigos		
Fund Source: N/A				
Timeline: Immediate				
<b>Attachments:</b> Resolution, Exhibit A - Development Agreement, Planning Commission Staff Report and Recommendation				
<p><b>SUMMARY STATEMENT:</b></p> <p>RCW 36.70B.170 and North Bend Municipal Code (“NBMC”) Section 18.27.010 authorize the City to enter into a Development Agreement (“DA”) with a person having ownership or control of real property within its jurisdiction. PJO NW Development, LLC (“PJO”), submitted a land use application for approximately 4.2 acres of property zoned Neighborhood Mixed Use (“NMU”), located in the City of North Bend on SE North Bend Way, and identified as King County tax parcel numbers 102308-9057, -9052, -9032 and -9049 (“Property”). The Property is currently owned by Albert Lee III and PJO will need to provide proof of ownership by submitting a completed Site Plan application approved by the City within 9 months as a requirement of the DA.</p> <p>A copy of the proposed DA is included with this Agenda Bill. PJO is requesting the following deviation from the NBMC in the Development Agreement:</p> <ul style="list-style-type: none"> <li>• <u>Allowance for first floor residential:</u> Per NBMC 18.10.030 1.54P, only upper floor residential is allowed in the NMU zone. The applicant proposes to construct 8,000 square feet of commercial space along SE North Bend Way and up to 65 townhome units behind with residential units on the ground floor.</li> </ul> <p>PJO’s obligations under the DA will be to submit a complete Land Use Application and Site Plan Application within 9 months of the effective date of the DA and submit for a building permit within 5 years of the effective date of the DA.</p> <p>Development of the Property would support the City’s 2024 Comprehensive Plan Housing Element, Housing Action Plan, and Economic Development Action Plan, and the project would bring needed middle-income housing ownership opportunities for the local workforce to North Bend. Development of the Property would also provide frontage improvements consistent with Complete Streets, generate jobs and commercial opportunities, and may also prompt redevelopment of adjacent properties.</p> <p>The Planning Commission held a Public Hearing on the Development Agreement on February 19, 2025, and recommended approval.</p> <p><u>Fiscal Sustainability Impact:</u> Staff estimate the total impact fees from the development to be \$3.1 million. The City of North Bend would receive approximately \$2.53 million and pass-through fees to the Snoqualmie Valley School District are estimated to be \$638,000.</p>				

## City Council Agenda Bill

APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget; Commitment to invest in the City; Sustainably managed growth.		
COMMITTEE REVIEW AND RECOMMENDATION: The Community and Economic Development Committee reviewed the Development Agreement at its March 18, 2025 meeting, and recommended for full Council consideration on the Main Agenda.		
RECOMMENDED ACTION: <b>MOTION to approve AB25-029, a resolution approving and authorizing the Mayor to execute and administer a Development Agreement between the City of North Bend and PJO NW Development LLC.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2025		

## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH BEND AND PJO NW DEVELOPMENT, LLC AND AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER THE SAME**

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

**WHEREAS**, PJO NW Development, LLC (“PJO”) on behalf of Albert Lee III has submitted a Land Use Application to the City and has informed the City of its intent to purchase, own, control and develop approximately four acres of property zoned Neighborhood Mixed Use (“NMU”), located in the City of North Bend along SE North Bend Way (“Project”); and

**WHEREAS**, development of the property is an excellent opportunity for frontage improvements consistent with the Complete Streets Corridor Plan Program and will likely prompt redevelopment nearby; and

**WHEREAS**, the Project will create retail and commercial opportunities and will provide for the construction and future sale of housing to support the City’s housing goals; and

**WHEREAS**, per the details in the Development Agreement this Agreement shall terminate upon Developer’s abandonment of development of the Property. Developer shall be deemed to have abandoned development of the Property if the Developer does not submit a completed Site Plan Application consistent with NBMC 18.14.040 and 20.02.003 with Land Use Application demonstrating ownership approved by the City within nine (9) months of the Development Agreement’s effective date; or if no building permit for construction of the Site Plan is submitted to the City within five (5) years of the Development Agreement’s effective date, provided that Developer may extend the deadline for filing upon additional payment to the City; and

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

**WHEREAS**, the North Bend Planning Commission held a public hearing on the proposed Development Agreement between the City and PJO on February 19, 2025, and recommended approval of that Development Agreement following the public hearing; and

**WHEREAS**, the Community and Economic Development Director confirms that the application for the Development Agreement is consistent with NBMC 18.27.030;

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

**Section 1.** The City Council of the City of North Bend hereby approves the Development Agreement between the City of North Bend and PJO NW Development LLC, substantially in the form attached hereto as Exhibit A, in a final form acceptable to the City Attorney, and authorizes the Mayor to execute and administer the same.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1<sup>ST</sup> DAY OF APRIL, 2025.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Mary Miller, Mayor**

\_\_\_\_\_  
**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH  
BEND AND PJO NW DEVELOPMENT, LLC**

This Development Agreement (the “Agreement”) is made and entered into by and between the City of North Bend, a Washington municipal corporation (hereinafter referred to as the “City”), and PJO NW Development, LLC and/or assignees for parcel numbers 102308-9057, 102308-9052, 102308-9032 and 102308-9049 (hereafter referred to as “Developer”), on the date indicated below for the purpose of constructing up to 65 townhomes and a minimum of 8,000 square feet of commercial frontage and cooperating and coordinating in the efficient processing of property development proposal(s) submitted to the City by Developer.

**RECITALS**

1. Developer own or control certain real property located within the City’s municipal boundary and which is more fully described in the attached Attachment “B” (hereinafter referred to as the “Property”).

2. The Property is zoned Neighborhood Mixed Use (NMU), and the development proposal contemplated by this Agreement is to construct a minimum of 8,000 square feet of commercial buildings along North Bend Way and 65 townhome units which will include parking, open space, street frontage, utility connections, landscaping, stormwater facilities and adherence to all other municipal code requirements (“Projects”).

3. The City recognizes Developer is requesting a deviation from the current zoning code restriction set forth in North Bend Municipal Code (NBMC) Table 18.10.030 (Table of Permitted and Conditional Uses, Row 1.54), which provides that only upper floor residential dwelling units are allowed, to allow for residential use of the ground level floor. Due to the significant depth of the site, the Developer’s proposal seeks to provide for buildings devoted for commercial use along the parcel’s entire frontage on North Bend Way, with residential townhome units extending to the ground level floor located behind the commercial frontage use as depicted in the Preliminary Site Plan included in Attachment A.

4. Developer will adhere to all guidelines and principles laid out in the updated North Bend 2024 Comprehensive Plan Update and NBMC except as expressly authorized in this Development Agreement.

5. The City recognizes Developer's proposal seeks to deliver upon the intent of the Comprehensive Plan and Zoning designations by providing several key public benefits, including: 1) increased housing stock and mid-entry point investment opportunities; 2) increased City revenue; 3) opportunity for new businesses and services for the community; 4) frontage improvements along SE North Bend Way; and 5) future trail connections.

6. The City is a Washington municipal corporation with land use planning and permitting authority over all land within its corporate limits.

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

8. Pursuant to RCW 36.70B.170 and NBMC chapter 18.27, a development agreement is authorized which may set forth specific development provisions that shall apply to the Property development within the duration specified in the agreement.

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

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

### **AGREEMENT**

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

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



**Section 3. Effective Date and Duration of Agreement.** This Agreement shall commence upon the effective date of the City Council resolution approving this Agreement (the “Effective Date”), and shall continue in force for a period of five years unless it is extended or terminated as provided herein. Developer shall commence commercial construction and maintain active building permits by requesting regular, timely inspections prior to issuance of the second half of residential permits. If Developer has not commenced commercial construction and maintained active building permits by requesting regular, timely inspections after the City has issued 33 residential permits, no further residential permits will be permitted until Developer applies for and receives a clear and grade permit for the commercial development from the City. Developer expressly acknowledges this phasing requirement is essential to this Agreement and waives any claims, causes of actions, or lawsuits arising from chapter 64.40 RCW related to this phasing requirement.

**Section 4. Public Health and Safety.** Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

**Section 5. Modification of Table 18.10.030, Table of Permitted and Conditional Uses, Row 1.54, of the North Bend Municipal Code.** The City recognizes a deviation from the current zoning code restriction set forth in Table 18.10.030, Table of Permitted and Conditional Uses, Row 1.54, for this Property to allow up to 65 residential townhome units extending to the ground level floor. No other modification of the NBMC or the North Bend Comprehensive Plan is authorized by this Agreement. Developer shall be required to complete commercial frontage use as depicted in the Preliminary Site Plan included in Attachment A.

**Section 6. Termination.** This Agreement shall expire and be of no further force and effect if:

**6.1** The Developer fails to submit a completed Site Plan Application including a Land Use Application form approved by the City within nine (9) months of the effective date of this Agreement, or fails to submit for a building permit within 5 years of the effective date of this Agreement.

**6.2** The Project contemplated in this Agreement and in associated permits and/or approvals issued by the City is not substantially underway prior to expiration

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

**6.3** Developer does not construct the Project as contemplated by the Agreement and permits and approvals obtained for the Property, or submits applications for development of the Property that are inconsistent with this Agreement.

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

**6.5** This Agreement shall terminate upon Developer's abandonment of development of the Property. Developer shall be deemed to have abandoned development of the Property if:

- (1) A complete application for a Site Plan consistent with NBMC 18.14.040 and 20.02.003 has not been received by the City within nine (9) months of the Effective Date of this Agreement consistent with NBMC 18.13.020(E), provided that Developer may extend the deadline one time for filing a Site Plan application for an additional ninety (90) days upon a non-refundable payment of \$25,000 to the City before the nine (9) month deadline for filing this application expires. Failure to timely comply with the complete application submittal for a Site Plan consistent with NBMC 18.14.040 and 20.02.003 will terminate the Agreement.
- (2) If Developer timely completes a Site Plan application consistent with NBMC 18.14.040 and 20.02.003 and then fails to submit a complete application for a building permit for construction to the City within five (5) years of the Effective Date, then this Agreement will terminate.

**Section 7. Effect of Termination.** Upon termination of this Agreement, the entitlements, conditions, limitations and any other terms and conditions vested herein shall no longer be vested hereby with respect to the Property (provided that vesting of such entitlements, conditions or fees may be established for the Property pursuant to then-existing planning and zoning laws).

**Section 8. Remedies and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington. Should a disagreement arise between the City and Developer regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action for which the parties agree to venue in the Superior Court for King County, State of Washington.

**Section 9. Performance and Waiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**Section 10. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

**Section 11. Severability.** If any portion of this Agreement is found to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**Section 12. Inconsistencies.** If any provisions of the NBMC are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

**Section 13. Recording.** Developer shall record, against the real property described in Attachment A, a fully executed copy of this Agreement with the King County Auditor, pursuant to RCW 36.70B.190 within two (2) months after the Effective Date, whichever date is first, and shall provide the City with a conformed copy of the recorded document within ten (10) days of recording.

**Section 14. No Joint Venture.** Nothing in this Agreement is intended to create any type of joint venture relationship between the parties as to the Property or its development.

**Section 15. Assignment.** Developer may assign this Agreement as part of a real estate transaction or financing agreement, whereupon all Agreement rights and obligations shall be binding on and inure to the benefit of assignee.

**Section 16. Amendments.** This Agreement may only be amended by mutual agreement of the parties, and only after approval of the North Bend City Council.

**Section 17. Entire Agreement.** This document contains the entire agreement between the parties with respect to the subject matter of the Agreement.

**Section 18. Voluntary Agreement.** The parties intend and acknowledge that this Agreement is entered into voluntarily without duress and is a voluntary contract binding upon the parties hereto, as well as their successors and assigns.

**Section 19. Indemnification.** Each party shall protect, defend, indemnify and hold harmless the other party and their officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever (“Claims”), which are caused by or result from any negligent act or omission of the party’s own officers, agents, and employees in performing obligations pursuant to this Agreement. Each party shall retain the right to select its own counsel for such defense. In the event of concurrent negligence, each party shall indemnify and hold the other party harmless only to the extent of that party’s negligence.

**Section 20. Attorneys’ Fees and Costs.** In any judicial action to enforce or determine a party’s rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys’ fees and costs.

**Section 21. Mutual Drafting and Construction.** The parties agree that both parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either party.

**Section 22. Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and contingencies of this Agreement.

**Section 23. Parties and Authority.** The signatories below to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same.

**Section 24. Force Majeure.** Neither party shall be deemed to be in default where delays in performance or failures to perform are due to war, insurrection, strikes or

other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, pandemics, or other restrictions or bases for excused performance which is not within the reasonable control of the party to be excused.

**Section 25. Correspondence and Notice.** Notices or communications required or desired to be given under this Agreement shall be in writing and sent either by: (a) United States Postal Service first class mail, postage pre-paid; (b) recognized overnight courier service which customarily maintains a contemporaneous permanent delivery record; or (c) by e-mail to the e-mail addresses designated below, if the subject line indicates that the e-mail is formal notice under this Agreement. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) three (3) business days from the date of deposit in the United States mail; (c) the delivery date as shown in the regular business records of the recognized overnight courier service; or (d) the day and time the email message is received by the recipient’s email system, provided, however, that emails received between 4:30 PM and 8:30 AM will be considered delivered as of the start of the next business day. Notices shall be addressed as follows:

**CITY:** City of North Bend  
Attn: \_\_\_\_\_  
920 SE Cedar Falls Way, North Bend, WA 98045  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**DEVELOPER:** PJO NW Development, LLC  
Attn: Philip O’Sullivan  
Title: \_\_\_\_\_  
Address: 17837 1<sup>st</sup> Ave S, #428, Normandy Park, WA 98148  
Contact Phone: 253-223-0040  
[phil@pjoholdings.com](mailto:phil@pjoholdings.com)

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

**Section 26. No Third-Party Beneficiary.** Unless expressly provided for herein, nothing in this Agreement is intended to create any third-party beneficiary relationships.

**Section 27. Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

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

**CITY OF NORTH BEND**

**DEVELOPER:  
PJO NW DEVELOPMENT, LLC**

\_\_\_\_\_  
Mary Miller, Mayor

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest/Authenticated:**

\_\_\_\_\_  
Susie Oppedal, City Clerk

**Approved As To Form:**

\_\_\_\_\_  
Kendra Rosenberg, City Attorney

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING            )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, did personally appear before me, the undersigned Notary Public in and for the State of Washington, \_\_\_\_\_, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Commission expires: \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING            )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, did personally appear before me, the undersigned Notary Public in and for the State of Washington, \_\_\_\_\_, who is known to me or produced satisfactory evidence that s/he is the person that executed the foregoing Development Agreement, and acknowledged that s/he signed the Agreement as his or her free and voluntary act for the uses and purposes mentioned therein.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
Commission expires: \_\_\_\_\_

Attachment A. Site Plan





**ATTACHMENT "B"**  
Legal Description

**PARCEL A:**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 614 FEET NORTHEASTERLY OF THE QUARTER CORNER BETWEEN SECTIONS 10 AND 15, SAID TOWNSHIP AND RANGE, SAID POINT BEING THE SOUTHWEST CORNER OF THE WOODMAN OF THE WORLD CEMETERY, AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NUMBER 225152; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SATE ROAD NO. 2, 671 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF A TRACT CONVEYED TO CHARLES L. GENSON AND ETHEL I. GENSON, HIS WIFE, BY DEED RECORDED JANUARY 17, 1926, IN VOLUME 1314 OF DEEDS, PAGE 567, UNDER [RECORDING NUMBER 2200038](#), 414 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID GENSON TRACT, 103 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE NORTHWESTERLY LINE OF SAID GENSON TRACT, 414 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF SAID ROAD; THENCE NORTHWESTERLY ALONG SAID ROAD 103 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL B:**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST W. M., IN KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 614 FEET NORTHEASTERLY FROM THE QUARTER CORNER BETWEEN SECTIONS 10 AND 15 IN TOWNSHIP 23 NORTH, RANGE 8 EAST, W. M., IN KING COUNTY, WASHINGTON, SAID POINT BEING THE SOUTHWEST CORNER OF THE WOODMEN OF THE WORLD CEMETERY, AS DESCRIBED IN INSTRUMENT BEARING RECORDING NUMBER 225152; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE US HIGHWAY NO. 10 A DISTANCE OF 521.25 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTHWESTERLY ALONG SAID HIGHWAY 45.75 FEET TO THE MOST SOUTHERLY CORNER OF A TRACT OF LAND CONVEYED TO ALBERT LARSON BY DEED BEARING RECORDING NUMBER 2814766; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LARSON TRACT, A DISTANCE OF 414 FEET, MORE OR LESS TO THE NORTHEASTERLY LINE OF SAID LARSON TRACT PROJECTED SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID PROJECTED LINE A DISTANCE OF 45.75 FEET; THENCE SOUTHWESTERLY AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LARSON TRACT 414 FEET MORE OF LESS TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL C:**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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**ATTACHMENT "B"**Legal Description

BEGINNING AT A POINT 614 FEET NORTHEASTERLY FROM THE QUARTER CORNER BETWEEN SECTIONS 10 AND 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, SAID POINT BEING THE SOUTHWEST CORNER OF THE WOODMAN OF THE WORLD CEMETERY AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NUMBER 225152;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF UNITED STATES HIGHWAY NO 10, A DISTANCE OF 521.25 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;  
THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO THE NORTHWESTERLY LINE OF A TRACT CONVEYED TO CHARLES L GENSON AND ETHEL I GENSON, HIS WIFE, BY DEED FILED JANUARY 17, 1926 AND RECORDED UNDER [RECORDING NUMBER 2200038](#) A DISTANCE OF 414 FEET;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID GENSON TRACT, 173.25 FEET, MORE OR LESS, TO A POINT ON SAID NORTHEASTERLY LINE 58.5 FEET NORTHWESTERLY FROM THE NORTHEAST CORNER;

THENCE SOUTHWESTERLY PARALLEL TO THE NORTHWESTERLY LINE OF SAID GENSON TRACT 414 FEET TO THE NORTHEASTERLY LINE OF UNITED STATES HIGHWAY NO. 10;

THENCE NORTHWESTERLY ALONG SAID HIGHWAY 173.25 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL D:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE WOODMAN OF THE WORLD CEMETERY IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE NORTH 500 FEET;

THENCE NORTHWESTERLY 58.5 FEET;

THENCE SOUTHWESTERLY 414 FEET;

THENCE SOUTHEASTERLY ALONG THE NORTH MARGIN OF COUNTY ROAD 348 FEET TO POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE SOUTHEAST CORNER;

THENCE NORTHWESTERLY ALONG THE COUNTY ROAD 268 FEET;

THENCE NORTHEASTERLY AT RIGHT ANGLES 150 FEET;

THENCE SOUTHEASTERLY AT RIGHT ANGLES 160 FEET, MORE OR LESS, TO THE EAST LINE OF THE ABOVE DESCRIBED TRACT;

THENCE SOUTH TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)





**Staff Report and Planning Commission Recommendation for  
the Development Agreement with PJO NW Development for Mountain View Mixed  
Use**

**Meeting Date:** February 19, 2025

**Proponent:** PJO NW Development

**Staff Recommendation:** A Motion to recommend City Council approval of a Development Agreement with PJO NW Development for development of parcels 102308-9057, -9052, -9032 and -9049 of approximately 4.2 acres, zoned Neighborhood Mixed Use (NMU), located on SE North Bend Way.



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

The City is proposing to enter into a Development Agreement (DA) PJO NW Development for development of a property at King County parcel numbers 102308-9057, -9052, -9032 and -9049 of approximately 4.2 acres, zoned Neighborhood Mixed Use (NMU), located at 1310 SE North Bend Way, 1330 East North Bend Way, 1350 East North Bend Way, and 1360 East North Bend Way.

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

PJO NW Development is requesting the following in DA:

- Allowance for first floor residential. The current zoning only allows second floor or above residential over ground level commercial. Due to the significant depth of the site, this proposal seeks to split the mix of uses horizontally rather than vertically. The project shall include commercial along the frontage of North Bend Way. The draft DA is attached.

PJO NW Development will submit for a complete application for the property, per the requirements of the North Bend Municipal Code, after City Council approval of the DA.

## II. CONCLUSION AND STAFF RECOMMENDATION:

The property is an excellent development opportunity for the City of North Bend that would provide street frontage improvements consistent with Complete Streets, generate jobs and commercial opportunity, fee simple housing and amenities for North Bend residents, mid-level range housing close to downtown and with easy access to I-90. The development supports the City's 2024 Comprehensive Plan Housing Element by providing fee simple housing in the range of 50-80% AMI. Based on current rates impact fees are estimated at \$3.1M (with approximately \$638k as pass thru to the School District). Development of the property would assist North Bend's economic development goals to meet existing and future financial obligations and provide essential services to current and future residents as well as strengthening and diversifying the economic base. Development of this property will likely prompt other redevelopment nearby.

Notice of the Public Hearing was issued February 7, 2025. One comment was received suggesting a public road should be considered to connect the property to connect with the property to the north when it develops. Staff will further analyze this when the full application and traffic study are submitted but did consider this at the Pre Application and initially determined it was not necessary given the other two access points to that property from both North Bend Way and the existing terminus of NE 2<sup>nd</sup> Street (as extended).

City staff recommend approval of the new DA with PJO NW Development. Following consideration of any testimony that may be provided to you at the public hearing at your February 19, 2025, meeting, staff requests your recommendation to the City Council as to whether to approve the DA.

## III. PLANNING COMMISSION RECOMMENDATION

*Based on the findings above and public comments received, the North Bend Planning Commission recommends **approval** of Development Agreement with PJO NW Development.*

Exhibit 1: Mountain View Development Applicant Cover Memo

Exhibit 2: S1-S4 Site Plan, Imagery and Views Diagram

Exhibit 3: Public Comment received

DRAFT PJO NW Development Agreement (still under review with applicant and legal)

Exhibit 1

PJO NW Development is seeking a Development Agreement with the City of North Bend to develop 4.25 acres (+/-182,265 sq. ft.) located at 1310-30 SE North Bend Way with parcel numbers: 102308-9057,-9052.-9032 and -9049. The site is zoned Neighborhood Mixed Use (NMU).

**Proposed Development**

This proposal includes the development of 8000 sq. ft. of commercial buildings on the frontage of SE North Bend Way, 65 residential townhome units, an open space mini park on the east of the property and additional recreation space in-between buildings. This proposal provides many benefits to the City of North Bend including:

- Increased middle housing stock and mid-entry point investment opportunities
- Increased city revenue
- The creation of a housing type that provides home ownership opportunities to families, and single residents, supporting overall economic growth
- Key frontage improvements along SE North Bend Way, supporting the Complete Streets plan and serving as a catalyst for future improvements and development along SE North Bend Way
- Providing access for future trail connections to the Snoqualmie Valley Trail with direct access to downtown North Bend
- New business opportunities

**Development Agreement**

A Development Agreement is required for this project to allow ground floor residential use which is not permitted in the NMU zone. The current NMU zoning envisions a vertical integration of residential and commercial uses implying a housing typology of apartments or condominiums. Due to the depth of the subject site, this proposal seeks to integrate these uses horizontally as opposed to vertically requiring ground floor residential use. This horizontal integration will maximize access to commercial buildings from SE North Bend Way and provide for a residential development that integrates well with natural surroundings, as well as existing and future neighborhoods.

This proposal follows the guidelines and principles in the updated North Bend 2024 Comprehensive Plan Update. NMU districts are “intended to allow a variety of small-scale retail centers for shops providing goods to serve the everyday needs of the surrounding population, where residential development can be encouraged”. Additionally “...critical to the success of neighborhoods with mixed housing types is attention to scale and neighborhood character, the provision of adequate parking and the concurrent creation of mini parks supported by the homeowners..”. This proposal reflects the developer’s consideration of the NMU guidelines as well as thoughtful planning, research and collaboration with City staff and the incorporation of feedback from two sessions with the Community Economic Development Committee.

**Mountain View Affordability**

Mountain View’s estimated home price will fall between \$450,000 - \$700,000. Based on current mortgage estimates, a home buyer would require an income between \$100,000 - \$150,000 to purchase a new Mountain View home. This income level falls into the 50-100% AMI for North Bend, with the majority of price points available in the 50-80% AMI range.

In the Housing Element of North Bend’s recent Comprehensive Plan the Affordable Housing Capacity Targets included a total of 319 homes in the 50-100% AMI range. The Mountain View project will provide up to 65 new units of this critical middle housing stock to support the overall affordable housing plan. These homes will provide first-time homebuyer opportunities, and stand out as opportunities for residents looking to transition from home rental to home ownership.

**Income Needed to Afford a Mountain View Home**

Home Price	Est. Necessary Income	North Bend AMI
\$300,000	\$75,000 - \$80,000	30-50%
\$400,000	\$100,000 - \$110,000	50-80%
\$500,000	\$120,000 - \$130,000	50-80%
\$600,000	\$130,000 - \$150,000	50-80% // 80-100%
\$700,000	\$150,000 - \$160,000	80-100%
\$800,000	\$160,000 - \$170,000	80-100%

*Based on North Bend Comp Plan AMI Family Income of \$156,619*

**Commercial Opportunity**

Mountain View proposes to create 8000 sq. ft. of new commercial space along the frontage of SE North Bend Way. This will increase available commercial space in North Bend and provide for a number of potential uses from services to restaurants.

PJO NW Development, LLC  
Mountain View Development

Exhibit 1

**Community & Commerce**

The Mountain View development proposes a number of amenities that achieve Goals and Policies in North Bend's most recent Comprehensive Plan Housing Element. The project creates links to the Citywide Trail System connecting this neighborhood and neighboring developments to the city's downtown business district and other key areas of commerce. Not only will this provide a critical link to business, but it also creates a direct link to transportation systems. (H-2.3)\*. In addition to 8000 sq. ft. of new commercial opportunity, the project clearly supports the goal to create a wide range of housing options for all economic segments by creating 65 critical mid-market homes for purchase (H – 4.4)\*.

*\*Chapter 3 – Housing Element, North Bend Comprehensive Plan 2024 Update*







**MILBRANDT**  
ARCHITECTS

620 Kirkland Way, Suite 202, Kirkland, WA 98033 • 425-454-7135 • WWW.MILBRANDTARCH.COM

**Mountain View Development**  
North Bend, WA

P.O. NW  
Development

**Colored Site Plan**

Date: 1/28/25  
Drawn By: AUC  
Job No. 2

**S2**  
Sheet No.





**TOWNHOME DESIGN**  
TOWNHOMES SHALL PULL DESIGN INSPIRATION FROM THE LOCAL ARCHITECTURAL SURROUNDINGS WITH AN EMPHASIS ON THE MATERIALS AND COLOR PAlettes THAT COMPLEMENT THE LOOK AND FEEL OF NORTH BEND



**COMMERCIAL FRONTAGE**  
SMALL SCALE SINGLE STORY RETAIL SPACES ALONG THE SITE'S FRONTAGE SHALL WITH FORMS, MATERIALS AND COLOR PAlettes THAT SPEAK TO THE WOODED AND MOUNTAINOUS CONTEXT OF NORTH BEND



**GREEN COURT/RECREATION SPACE**  
GREEN COURTS BETWEEN BUILDINGS AND ALONG THE PERIMETER SHALL PROVIDE INFORMAL GATHERING SPACES FOR COMMUNITY RESIDENTS



**PLAZA/COURT**  
PEDESTRIAN PLAZA COURTS, NESTLED AMONG THE COMMERCIAL SPACES AND ADJACENT TO SE NORTH BEND WAY SHALL PROVIDE DESTINATIONS FOR COMMUNITY GATHERING WITH USES SUCH AS FOOD TRUCKS, ART

**MILBRANDT**  
ARCHITECTS

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**Mountain View Development**  
North Bend, WA

PJO NW  
Development

**Concept Imagery**

Scale: 1" = 10' 0" 0" 0"  
Date: 12-10-24  
Sheet No.: 01  
Job No.: 24-001

**S3**



**MILBRANDT**  
ARCHITECTS

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**Mountain View Development**  
North Bend, WA

PJO NW  
Development

**Views Diagram**

Drawn By:	ARCHITECT
Check By:	AJCCY
Scale:	
Sheet No.:	

**S4**

Exhibit 3

----- Forwarded message -----

From: **Ewing Stringfellow** <[queensboroughdevinc@gmail.com](mailto:queensboroughdevinc@gmail.com)>

Date: Tue, Feb 18, 2025 at 3:07 PM

Subject: Mountain View Mixed Use Development Agreement

To: <[planning@northbendwa.gov](mailto:planning@northbendwa.gov)>

To Whom It May Concern:

It is important that a public road be planned for future fire and public access to and from the abutting north property when the need arises. Public easterly access to accommodate especially emergency vehicles must be planned for now through the proposed NMU 4.2 acre site. This would eliminate congestion and provide for future vehicle flow as properties are developed consistent with current zoning criteria.

Respectfully submitted,

*Ewing Stringfellow*





## City Council Agenda Bill

SUBJECT:		Agenda Date: April 1, 2025		AB25-030	
<b>Motion Authorizing a Contract Amendment for the King County Parks Capital and Open Space Grant for the Meadowbrook Farm Prairie Loop Trail Project</b>		Department/Committee/Individual			
		Mayor Mary Miller			
		Interim City Administrator – Bob Larson			
		City Attorney – Kendra Rosenberg			
		City Clerk – Susie Oppedal			
		Administrative Services – Lisa Escobar			
		Comm & Econ Development – James Henderson			
		Finance – Martin Chaw			
		Public Works – Mark Rigos, P.E.			
		Planning Manager Mike McCarty		X	
Cost Impact: \$0					
Fund Source: King County Parks Capital Grant					
Timeline: Immediate					
<b>Attachments:</b> Grant Contract Amendment (includes original grant agreement as an attachment)					
<b>SUMMARY STATEMENT:</b>					
<p>In 2023, the City of North Bend was awarded a \$500,000 King County Parks Capital and Open Space Grant (“Grant”) for the design and construction of the Prairie Loop Trail at Meadowbrook Farm, a proposed trail consistent with the Meadowbrook Farm Master Plan (“Project”). The Grant contract (contract #6328763) was approved by the City Council on September 19, 2023 (AB23-111).</p> <p>Subsequent to Grant approval and acceptance, updated construction cost estimates were prepared by prospective consultant JA Brennan, who indicated that there were insufficient funds to both design and construct the Project. Original cost estimates were generated in 2021, and construction costs have increased dramatically since that time.</p> <p>The City and JA Brennan have revised the scope of the proposal to be a design-only project (“Revised Project”), which can be funded solely by the Grant along with a \$25,000 contribution from the Meadowbrook Farm Preservation Association. The Revised Project scope includes preparation of design plans and draft ready-to-issue permits for the future construction.</p> <p>The Revised Project no longer requires additional funds from the City of Snoqualmie (who originally budgeted \$200,000) or the City of North Bend (who originally budgeted \$115,000 from North Bend’s 2020 share of King County Park Levy proceeds).</p> <p>The Grant provider, King County Parks, has approved a Grant scope revision for the Revised Project. The contract amendment with King County providing for the Revised Project scope is attached.</p> <p>The City of North Bend will manage the Revised Project with consultant JA Brennan, subject to a contract with JA Brennan which has also been brought for City Council approval on April 1, 2025.</p> <p>Future construction of the Revised Project will be dependent upon separately secured funding, anticipated largely through additional grant applications.</p> <p>Staff recommend approval of this contract amendment.</p>					
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services, commitment to invest in the City and foster community engagement and pride, and planning for a variety of recreation opportunities.					



## City Council Agenda Bill

COMMITTEE REVIEW AND RECOMMENDATION: The Community & Economic Development Committee reviewed this item at their March 18, 2025 meeting and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB25-030, authorizing the Mayor to execute and administer a contract amendment and all other necessary documents to receive the King County Parks Capital and Open Space Grant (Contract #6328763) for the Meadowbrook Farm Prairie Loop Trail Project, in a form and content approved by the City Attorney.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2025		



**King County**

**CAPITAL AND OPEN SPACE GRANT PROGRAM**  
**CONTRACT AMENDMENT**

Department/Division: Natural Resources and Parks / Parks and Recreation

Grant Recipient: City of North Bend

Project: Meadowbrook Prairie Loop Trail

Award Amount: \$500,000      Project#: 1144509      Contract#: 6328763

Date Entered: \_\_\_\_\_ Amendment #:   1  

**AMENDMENT EFFECTS**

- 1. Term Amendment
- 2. Exhibit B: Scope of Work
- 3. Exhibit C: Project Budget
- 4. Removal of Section 12 – Restrictive Covenant
- 5. Remove Exhibit E – Restrictive Covenant

**AMENDMENT EFFECTS DESCRIPTION**

- 1. Amend:                      Page 1– Term Period  
  November 30, 2025

To Read:                      Page 1– Term Period  
  November 30, 2026

- 2. Exhibit B: Scope of Work

Amend:

The Cities of North Bend and Snoqualmie, in partnership with the Si View Metropolitan Park District, and Meadowbrook Farm Preservation Association, will improve pedestrian trails at Meadowbrook Farm. The project includes new and improved trail connections through Meadowbrook Farm to Snoqualmie Middle School, Centennial Fields Park, and the Meadowbrook Farm Interpretive Center, and include interpretive signage.

Activities/Milestones		Estimated Completion Date	Deliverables
1	Architectural/Engineering	5/31/2024	Completed design
2	Archaeological review and permitting	5/31/2024	
3	Site preparation	5/31/2024	
4	Construction of gravel trails	7/31/2025	
5	Construction of boardwalks and bridges	7/31/2025	
6	Installation of interpretive signage	7/31/2025	
7	Completion of wetland/wet prairie habitat restoration	12/1/2025	

To Read:

The City of North Bend, in partnership with the City of Snoqualmie and Meadowbrook Farm Preservation Association, will develop a new pedestrian trail at Meadowbrook Farm. The project will provide construction plans for a new trail that will extend from the terminus of an existing gravel trail from the Meadowbrook Farm Interpretive Center to connect through undeveloped areas of Meadowbrook Farm to Snoqualmie Middle School, and Centennial Fields Park inclusive of associated plans for wetland mitigation and restoration, and ready-to-issue permits.

Activities/Milestones		Estimated Completion Date	Deliverables
1	Site Survey, Cultural Resources Report, initial critical area documentation, and initial geotechnical report.	05/30/2025	Cultural Resources Report Initial Critical Areas Report Geotech Report
2.	Preferred Schematic Design including schematic plan and cross sections, based on selection of preferred alternative concept design and initial reports and permitting information.	7/31/2025	Preferred Schematic Design Plans
3.	30% Design development plans, including submittal for JARPA process for state/federal permits, mitigation and planting plan, stormwater plan, and structural plans.	10/31/2025	30% Design Plans
4.	60% Design development plans based on review by state/federal agencies for their permits.	12/31/2025	60% Design Plans
5.	100% bid-ready design plans based on completed local, state, and federal reviews, draft permits ready-to-issue.	6/30/2026	100% Design Plans
6.	Final grant closeout	11/30/2026	Final Report

3. Exhibit C: Project Budget Amend:



Project Tasks		Project Costs	Grant Request
<b>Planning / Design / Permits</b>			
	Architectural/Engineering (20% of construction costs), including critical areas report, floodplain analysis and stormwater plans.	\$126,990	\$126,990
	Archaeological Review	\$15,000	\$15,000
	Permits (floodplain, stormwater, C&G, SEPA, Crit. Areas)	\$20,000	\$20,000
<b>Construction / Installation / Materials</b>			
	Site Preparation (Clearing, grading, stormwater, survey)	\$75,000	\$75,000
	Crushed Stone Trails (3,100 lf x 8' wide x 3.00/sf)	\$74,400	\$74,400
	New Boardwalks (including replacing 1 existing deteriorated boardwalk) - 805 lineal feet x 6' wide x \$500/lf	\$352,500	\$188,610 (remainder funded outside grant)
	Associated grading including minor retaining walls at boardwalk approaches, stormwater features, etc.	\$10,000	
	Fencing/gates at CF Park, and wood chicane gates at Camas Meadow entry points, and along the trail at Snoqualmie Middle School (if needed).	\$28,500	
	Flexible bollards at trail entry points adjacent to parking areas.	\$1,500	
	Site furnishings (4 trash cans)	\$7,000	
	Interpretive Signs and trail directional signs	\$30,000	
	Wetland Enhancement, including monitoring	\$56,050	
	Note that contingency and tax are incorporated into the cost estimates above.	\$0	
<b>TOTALS</b>		<b>\$796,940</b>	<b>\$500,000</b>

To Read:

Project Tasks*		Project Costs	Grant Request
<b>Step 1 - 30% Design and Permitting</b>			<b>\$250,000</b>
	Project Administration and Coordination by project consultant	\$5,580	
	Site Inventory and Analysis (including Archaeological Report)	\$47,905	
	Field Survey	\$17,489	
	Schematic Design Work	\$32,617	
	30% Design Plans	\$80,512	
	Initial Permit Preparation	\$75,790	
	Stakeholder and Team Meeting Coordination for Step 1	\$22,534	
<b>Step 2 - 60% to Final Design, Permitting</b>			<b>\$200,000</b>

	Prepare Contract Documents (60,90, and 100% Design plans), Bid Set Plans, Specs, and Estimates	\$149,848	
	Permit Preparation and Permit Fees	\$52,732	
	Stakeholder and Team Meeting Coordination for Step 2	\$14,969	
	<b>Indirect Costs</b>	\$83,329	<b>\$50,000</b>
	<b>TOTALS</b>	<b>\$583,305</b>	<b>\$500,000</b>

4. Removal of Section 12: Restrictive Covenants

5. Removal of Exhibit E: Restrictive Covenant Agreement and remove language referencing Exhibit E.

Except as set forth herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Each person signing this Amendment warrants that he/she/they have the authority to sign this Amendment on behalf of the party for which that person signs.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY, WASHINGTON

ACKNOWLEDGEMENT AND ACCEPTANCE  
GRANT RECIPIENT:  
City of North Bend

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Attachments:

- Grant Agreement


**King County**
**PARKS CAPITAL AND OPEN SPACE PROGRAM**
**CAPITAL PROJECT GRANT AGREEMENT**

 Department/Division: Natural Resources and Parks / Parks and Recreation

 Grant Recipient: City of North Bend

 Project: Meadowbrook Prairie Loop Trail

 Award Amount: \$500,000.00 Project#: 1144509 Contract#: 6328763

 Term Period: 10/18/2023 | 10:57 AM PDT To November 30, 2025

THIS AGREEMENT is a grant agreement entered into between City of North Bend (the “Grant Recipient”) and King County (the “County”) (collectively the “Parties”) for an active recreation, passive recreation, local trail, or other capital project in a park or recreational facility using a Parks Capital and Open Space Program grant.

**RECITALS**

- A. Ordinance 18890, which took effect May 13, 2019, called for a special election to authorize the King County parks, recreation trails and open space levy. On August 6, 2019, King County voters approved the levy, which included funding for capital projects for active and passive recreation, local trails, or capital projects in parks and recreation facilities in order to construct new and improve existing recreation facilities to address the pressures of rapid growth in King County.
- B. Motion 15378, Section A.1. and to that motion, further delineated the use of levy funds for the Parks Capital and Open Space Grants Program and the guidelines governing that use.
- C. Ordinance 19166, Attachment A, established the grant award criteria and the process for the distribution of Parks Capital and Open Space Grants as well as the proposed composition of an advisory committee to review and make recommendations on the grant awards.
- D. King County, a home rule charter county and political subdivision of the State of Washington, is King County is authorized to administer the Parks Capital and Open Space Grant Program and enter into agreements for the use of the grant funds with King County towns, cities, or metropolitan parks districts for capital projects for active and passive recreation, local trails, or capital projects in parks and recreation facilities.

- E. Grant Recipient is a City.
- F. The Parks Capital and Open Space Grant Program Advisory Committee has recommended an allocation of levy grant funds to specific projects, pursuant to Ordinance 19433.
- G. King County has selected Grant Recipient to receive a Parks Capital and Open Space Grant award in the amount of \$500,000.00 (“Grant Award Funds”) in order to construct, improve, or repair the Project described below and in the attached exhibits.

NOW THEREFORE, in consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

### **GRANT AWARD TERMS AND CONDITIONS**

#### 1. **DEFINITIONS**

##### 1.1 **Project.**

The term “Project” means the design, development and construction of the Facility described in **Exhibit A**. Grant Award Funds available pursuant to this Agreement may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to design, develop, and construct the Facility, as set forth in **Exhibit B**, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Map of Facility and Location	Attached hereto as Exhibit A
<input checked="" type="checkbox"/>	Scope of Work	Attached hereto as Exhibit B
<input checked="" type="checkbox"/>	Project Budget	Attached hereto as Exhibit C
<input checked="" type="checkbox"/>	Insurance Requirements	Attached hereto as Exhibit D
<input checked="" type="checkbox"/>	Restrictive Covenant Agreement	Attached hereto as Exhibit E

- 1.2 **Map of Facility and Location.** This Agreement applies to the Project to improve the park and recreational facility (“Facility”) which is located at:

**1711 Boalch Avenue NW, North Bend, WA. 98045**

See **Exhibit A** for a depiction of the Facility and a map of specific Facility location and boundaries.

- 1.3 **Scope of Work.** Grant Recipient shall provide a scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project and intended use of the Grant

Award Funds. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**.

1.4 **Project Budget.** Grant Recipient shall work with King County to develop a Project Budget, attached hereto as **Exhibit C**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B and C**. Grant Award Funds provided to Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B and C**.

1.5 **Contractor.** Contractor shall include any contractor or consultant hired by Grant Recipient, including any of the contractor's or consultant's subcontractors or subconsultants.

2. **EFFECTIVE DATE**

The Agreement shall be effective upon signature by both Parties ("Effective Date").

3. **TERM**

The term ("Term") of this Agreement shall begin on the Effective Date and end on November 30, 2025. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. **AMENDMENTS**

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. This Agreement may be amended only by an instrument, in writing, duly executed by the Parties. Either party may request changes to this Agreement, however, changes that deviate substantially from the proposal submitted to and approved by the Advisory Committee and the King County Council will need to be approved by those entities.

5. **NOTICES**

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

<b>KING COUNTY</b>	<b>City of North Bend</b>
Rusty Milholland	Michael McCarty
Program Manager, Community Investments	Senior Planner
King County Parks	City of North Bend
201 S Jackson Street Suite #5702	920 SE Cedar Falls Way
Seattle, WA 98104	North Bend, WA. 98045
206-848-0299	425-888-7649
butch.lovelace@kingcounty.gov	mmccarty@northbendwa.gov

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party to designate any other address in substitution of the foregoing address to which

such notice or communication shall be given.

#### 6. DISBURSEMENT OF GRANT FUNDS

- 6.1 The County may authorize, at County's sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient's County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).
- 6.2 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.
- 6.3 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient's final invoice, supporting documentation and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to Grant Recipient of the amounts set forth in said invoice or any subsequent invoice.

#### 7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom will be accounted for separately from all other Grant Recipient accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

#### 8. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project, as specified by the Scope of Work and deliverables set forth in **Exhibit B**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions.

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the Advisory Committee and King County Council.

#### 9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a "grant sponsor" for the Project in the following manner:

- 9.1 Events: Grant Recipient shall invite and recognize "King County Parks" at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize "King County Parks" as a

“grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

9.3 King County Parks Notification: Grant Recipient shall notify the King County Parks Project Manager 30 days prior to any major milestone, such as a groundbreaking or opening dates.

9.4 King County Council Notification: If Grant Recipient is a city or town notification to the King County Council 30 days prior to any major milestone, such as a groundbreaking or opening dates is, required.

9.5 Signage: Grant Recipient shall recognize “King County Parks” on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

#### 10. DISPOSITION OF REMAINING GRANT AWARD FUNDS

If Grant Recipient does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Grant Recipient, shall be refunded to the County. For purposes of this section, “proceeds” shall include all Grant Award Funds obligated to be provided by the County plus interest accrued by Grant Recipient on the grant funds. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

#### 11. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of land protection and recreation for the citizens of King County. Therefore, Grant Recipient and any successor in interest agree to maintain the Facility for public use as required by Ordinances 18890 and 19166, and the Parks Capital and Open Space Grant program requirements specified in Moton 15378. The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is thirty (30) years. If the Facility is retired or otherwise removed from use before the end of the thirty-year period, then the Grant Recipient shall reimburse the Grant Award Funds to King County as set forth in this Section 10 and the executed and recorded Restrictive Covenant Agreement, attached hereto as **Exhibit E. Grant Recipient’s duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

#### 12. RESTRICTIVE COVENANTS

Upon completion of construction of the Facility, Grant Recipient shall record the executed Restrictive Covenant Agreement, attached hereto as **Exhibit E.**



### 13. CONSTRUCTION OF THE FACILITY

#### 13.1 Capital Improvements.

Grant Recipient shall design, develop, and construct mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County Parks staff. All contracted work by Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

#### 13.2 Warranties.

With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, Grant Recipient shall:

- Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors or installers;
- Require all warranties be executed, in writing;
- Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, Grant Recipient shall correct it promptly.

#### 13.3 Right to Inspect- Construction.

King County personnel or agents may inspect the construction project at any time provided that such persons observe due regard for workplace safety and security. King County may require Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Project.

#### 13.4 Design.

Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Project in concept and reserves the right to approve the final design of the Project, consistent with established zoning, design code, or both.

#### 13.5 Construction Site/Work Fencing.

Grant Recipient will be solely responsible for the site work, required permits, and



grading for the Project. Grant Recipient will ensure the work area is properly barricaded, and will ensure that signage is installed, directing unauthorized persons not to enter onto the construction site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas. In addition, construction areas will be kept clean and organized during development periods. Grant Recipient will be responsible for site security, traffic, and pedestrian warnings at the site during the development and construction phases.

13.5 Alteration of Site or Facility after Construction.

After the Facility is completed and accepted by Grant Recipient and King County as defined herein, Grant Recipient will not make any material alteration to the Facility without express, written consent by King County.

13.6 Development and Construction Fees and Expenses.

Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.

13.7 Public Works Laws.

To the extent applicable, Grant Recipient will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

13.8 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its construction contractors and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.

13.9 Minimum Scope and Limits of Insurance.

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit D – Insurance Requirements**.

14. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Grant Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

15. MAINTENANCE OF RECORDS

15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Grant Award Funds and compliance with this Agreement.

15.2 These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.

15.3 Grant Recipient shall inform the County in writing of the location, if different from the Grant Recipient address listed in Section 5 of this Agreement of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

16. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of [Grant Recipient] with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grant Recipient shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

18. CORRECTIVE ACTION

18.1 If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Grant Recipient.

18.2 King County may withhold any payment owed Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

19.1 King County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing Grant Recipient ten (10) days advance written notice of the termination.

19.2 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.

19.3 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation biennium.

19.4 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and **Exhibits B and C**, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

## 20. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

## 21. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. Grant Recipient's obligations under this Section shall include:

A. The duty to promptly accept tender of defense and provide defense to the County at

the Grant Recipient's own expense;

- B. Indemnification of claims made by Grant Recipient's employees or agents; and
- C. Waiver of Grant Recipient's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Grant Recipient.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Grant Recipient in conjunction with this Agreement. **Grant Recipient's duties under this Section 21 will survive the expiration or earlier termination of this Agreement.**

22. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16 through 12.19 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and Grant Recipient agrees to abide by all conditions of said chapter. Failure by Grant Recipient to comply with any requirement of said KCC Chapter shall be a material breach of contract.

24. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

25. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Project at its own sole expense and risk. Grant Recipient shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.
- B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds. **Grant Recipient's duties under this Section 25 shall survive the expiration of this Agreement.**

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. PERMITS AND LICENSES

Grant Recipient shall develop and run the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Grant Recipient at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project.

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

34. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and Grant Recipient. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date written.

City of North Bend

DocuSigned by:

By

*Rob McFarland*

24321B0348E34E4...

Title Mayor

Date 10/18/2023 | 10:52 AM PDT

King County

DocuSigned by:

By

*[Signature]*

A1498C6DA09E46F...

Title Director, King County Parks & Recreation

Date 10/18/2023 | 10:57 AM PDT



**EXHIBIT A - MAP OF FACILITY AND LOCATION**

**EXHIBIT B - SCOPE OF WORK**



**Levy Grant**

Capital and Open Space Grants  
**Scope of Work**

The Cities of North Bend and Snoqualmie, in partnership with the Si View Metropolitan Park District, and Meadowbrook Farm Preservation Association, will improve pedestrian trails at Meadowbrook Farm. The project includes new and improved trail connections through Meadowbrook Farm to Snoqualmie Middle School, Centennial Fields Park, and the Meadowbrook Farm Interpretive Center, and include interpretive signage.

Activities/Milestones		Estimated Completion Date	Deliverables
1	Architectural/Engineering	5/31/2024	Completed design
2	Archaeological review and permitting	5/31/2024	
3	Site preparation	5/31/2024	
4	Construction of gravel trails	7/31/2025	
5	Construction of boardwalks and bridges	7/31/2025	
6	Installation of interpretive signage	7/31/2025	
7	Completion of wetland/wet prairie habitat restoration	12/1/2025	



**EXHIBIT C - PROJECT BUDGET****Organization and Project Name: City of North Bend - Meadowbrook Prairie Loop Trail**

Project Tasks		Project Costs	Grant Request
<b>Planning / Design / Permits</b>			
	Architectural/Engineering (20% of construction costs), including critical areas report, floodplain analysis and stormwater plans.	\$126,990	\$126,990
	Archaeological Review	\$15,000	\$15,000
	Permits (floodplain, stormwater, C&G, SEPA, Crit. Areas)	\$20,000	\$20,000
<b>Construction / Installation / Materials</b>			
	Site Preparation (Clearing, grading, stormwater, survey)	\$75,000	\$75,000
	Crushed Stone Trails (3,100 lf x 8' wide x 3.00/sf)	\$74,400	\$74,400
	New Boardwalks (including replacing 1 existing deteriorated boardwalk) - 805 lineal feet x 6' wide x \$500/lf	\$352,500	\$188,610 (remainder funded outside grant)
	Associated grading including minor retaining walls at boardwalk approaches, stormwater features, etc.	\$10,000	
	Fencing/gates at CF Park, and wood chicane gates at Camas Meadow entry points, and along the trail at Snoqualmie Middle School (if needed).	\$28,500	
	Flexible bollards at trail entry points adjacent to parking areas.	\$1,500	
	Site furnishings (4 trash cans)	\$7,000	
	Interpretive Signs and trail directional signs	\$30,000	
	Wetland Enhancement, including monitoring	\$56,050	
	Note that contingency and tax are incorporated into the cost estimates above.	\$0	
<b>TOTALS</b>		<b>\$796,940</b>	<b>\$500,000</b>

**EXHIBIT D - INSURANCE REQUIREMENTS****1. Insurance Requirements**

- 1.1. Grant Recipient shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Grant Recipient, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Grant Recipient. Grant Recipient and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 1.2. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- 1.3. Each insurance policy shall be written on an "occurrence" basis; excepting insurance for Professional Liability (Errors and Omissions), and/or Pollution Liability, and/or Cyber Liability (Technology Errors and Omissions). These coverages required by this Agreement may be written on a "claims made" basis.

If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Project which is subject of this Agreement or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Project which is the subject of this Agreement.

**2. Evidence and Cancellation of Insurance**

- 2.1. Upon execution of the Agreement, and within thirty (30) days of request by the County, Grant Recipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.
- 2.2. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any

confidential or proprietary information. Grant Recipient shall deliver such policies to the County within five (5) business days of County's request.

- 2.3. County's receipt or acceptance of Grant Recipient's or any Contractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this **Exhibit D** or, consequently, constitute the County's acceptance of the adequacy of Grant Recipient's or any Contractor's insurance or preclude or prevent any action by County against Grant Recipient for breach of the requirements of this section.

### 3. Minimum Scope and Limits of Insurance

- 3.1. Grant Recipient shall maintain the following types of insurance and minimum insurance limits:

3.1.1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

- a. A per project aggregate endorsement shall apply to the General Liability policy.
- b. Explosion, Collapse, and Underground Damage (XCU) coverage shall be included.

3.1.2. Professional Liability (Errors and Omissions): Grant Recipient or its Contractor(s) shall procure and maintain Professional Liability (Errors and Omissions) insurance with minimum limits of \$1,000,000 per claim and in the aggregate.

3.1.3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

3.1.4. Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or "Other States" State Law.

- 3.1.5. Employers Liability or “Stop Gap” coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the “Stop Gap” endorsement to the commercial general liability policy.
- 3.1.6. Pollution Liability: Grant Recipient or its Contractor(s) shall procure and maintain Pollution Liability insurance with minimum limits of \$1,000,000 per occurrence or claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed.
- 3.1.7. Builder’s Risk/Installation Floater Insurance: Grant Recipient or its Contractor(s) shall procure and maintain prior to and for the duration of the construction phase of the Project, “All Risk” Builder’s Risk insurance or Installation Floater insurance at least as broad as ISO form number CP0020 (Builder’s Risk Coverage Form) with ISO form number CP0020 (Causes of Loss – Special Form) including coverage for collapse and theft. The coverage shall insure for direct physical loss to property of the entire term of the Project, for 100% of the replacement value and include earthquake and including owner-furnished equipment for its 100% value.
4. Other Insurance Provisions and Requirements
- 4.1. All insurance policies purchased and maintained by Grant Recipient and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:
- 4.1.1. With respect to all liability policies except Professional Liability (Errors and Omissions) and Workers Compensation:
- 4.1.1.1. King County, its officials, employees and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Grant Recipient, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed operations CG 20 100 11/85 or its substantive equivalent. The County requires the endorsement(s) to complete the Agreement.
- 4.1.2. With respect to all liability policies (except Workers Compensation):
- 4.1.2.1. Coverage shall be primary insurance as respects the County, its officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees or agents shall not contribute with any [Grant Recipient’s], or Contractor(s) insurance or benefit the Grant Recipient, or any Contractor, or their respective insurers in any way.
- 4.1.2.2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer’s liability.

## 5. Waiver of Subrogation

- 5.1. Grant Recipient, its Contractor(s), and their respective insurance carriers release and waive all rights of subrogation against King County, its officials, agents and employees for damages caused by fire or other perils which can be insured by a property insurance policy. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.
6. Deductibles/Self-Insured Retentions
  - 6.1. Any deductible and/or self-insured retention of the policies shall not in any way limit the County's right to coverage under the required insurance, or to Grant Recipient's, or any Contractor's liability to the County, and shall in all instances be the sole responsibility of Grant Recipient or its Contractor, even if no claim has been made or asserted against them.
7. Acceptability of Insurers
  - 7.1. Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.
  - 7.2. Professional Liability (Errors and Omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.
  - 7.3. If at any time any of the foregoing policies fail to meet the above stated requirements, [Grant Recipient] shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for review.
8. Self-Insurance
  - 8.1. If the Grant Recipient is a governmental entity or municipal corporation, Grant Recipient may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property.
9. Contractors
  - 9.1. Grant Recipient shall include all Contractors as insureds under its policies or, alternatively, Grant Recipient must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. To the extent reasonably commercially available, insurance maintained by any Contractor must comply with the specified requirements of this **Exhibit D**, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits. Grant Recipient is obligated to require and verify that each Contractor(s) to maintain the required insurance and ensure the County is included as additional insured. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.
10. Work Site Safety

- 10.1. Grant Recipient shall have the “right to control” and bear the sole responsibility for the job site conditions, and job site safety. Grant Recipient shall comply with all applicable federal, state and local safety regulations governing the job site, employees, and Contractors.

**EXHIBIT E - RESTRICTIVE COVENANT AGREEMENT**

(To be finalized and recorded upon completion of construction of the Facility)

When Recorded Return to:

King County  
Department of Natural Resources and Parks  
Parks and Recreation Division  
201 S Jackson Street, KSC-NR-5702  
Seattle, WA 98104-3855

**PARKS LEVY CAPITAL AND OPEN SPACE GRANT CAPITAL PROJECT  
RESTRICTIVE COVENANT AGREEMENT**

GRANTOR: City of North Bend

GRANTEE: King County, a political subdivision of the State of  
Washington

ABBREVIATED LEGAL DESCRIPTION:

ASSESSOR'S TAX PARCEL NO.:



## PARKS LEVY CAPITAL AND OPEN SPACE GRANT CAPITAL PROJECT RESTRICTIVE COVENANT AGREEMENT

This Parks Levy Capital and Open Space Grant Capital Project Restrictive Covenant Agreement (the “Covenant Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 202\_, and is made and executed by City of North Bend (the “Grant Recipient”), and by and in favor of King County (the “County”), a political subdivision of the State of Washington (the “County”). In this Covenant Agreement, City of North Bend and the County may also be referred to collectively as the “Parties” and individually as “Party.”

### RECITALS

- A. Grant Recipient is the owner of real property located in King County, State of Washington, legally described in **Exhibit A**, attached hereto and made part hereof (the “Property”).
- B. Pursuant to a Parks Capital and Open Space Grant Agreement, between the County and Grant Recipient, dated \_\_\_\_\_, Grant Recipient has constructed [description of the Facility] (the “Facility”) on the Property for the purpose of providing land protection and recreation for the public. A map of the Property and Facility is attached to and made part of this Covenant Agreement as **Exhibit B**.
- C. The purpose of this instrument is to place on record those certain Restrictive Covenants (as defined below) which, pursuant to a Parks Levy Capital and Open Space Program Grant in the amount of \$500,000.00 awarded to Grant Recipient to construct the Facility on said Property, requires that the Facility be restricted to uses in accordance with the funds used to construct said Facility. The Property was acquired by deed recorded under recording No. [cite recorded deed for purchase], between [prior owner’s name] and City of North Bend

### COVENANT AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein, Grant Recipient and the County agree, covenant and declare that the Facility is subject to the following restrictive covenants, which covenants shall run with the land and burden the Facility for the sole benefit of the County and the County land that makes up its public park, recreation, and open space system.

All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Covenant Agreement and to sustain the validity hereof.

1. Grant Recipient and the County agree and declare that the covenants and conditions contained herein touch and concern the land and shall bind and the benefits shall inure to, respectively, Grant Recipient and its successors and assigns and all subsequent owners of the Facility, and to the County and its successors and assigns and all subsequent owners of the County’s benefited property interests, subject to modification thereof as specifically provided below. Each and every contract, deed or other instrument hereafter executed conveying any portion or interest in the Facility, shall contain an express provision making such conveyance subject to the covenants and conditions of this



Covenant Agreement, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

2. Grant Recipient covenants and declares on behalf of itself and all heirs, assigns, and successors in interests into whose ownership the Facility might pass that the Facility will be preserved and maintained in accordance with the restrictions and obligations described in this Covenant Agreement for at least thirty years. It is the intent of the Grant Recipient that such covenants shall supersede any prior interests Grant Recipient has in the Property and Facility and shall run with the land for the benefit of the County and the County land that makes up its public park, recreation, and open space system, and be binding on any and all persons who acquire any portion of, or interest in, the Property or Facility. Grant Recipient and the County agree that King County shall have standing to enforce these covenants.
3. Grant Recipient acknowledges that the Facility was constructed on the Property for parks and recreation and open space purposes with funding from the King County Parks Levy authorized by Ordinances 18890 and 19166, the Parks Levy Capital and Open Space Program Grant Program requirements specified in Motion 15378, and Grant Recipient covenants that the Facility will be used for the parks, recreation, and open space purposes contemplated by Ordinances 18890 and 19166, and that the Facility shall not be converted to a different to a different status or use for a period of thirty years unless a full reimbursement of the Parks Capital and Open Space Grant award amount is made to King County.
4. Grant Recipient acknowledges that the Property was purchased for parks and recreation and open space purposes with parks levy funds as authorized by King County Ordinances 18890 and 19166, and Grant Recipient covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements specified in Motion 15378, including that Grant Recipient covenants that the Property will continue to be used for the purposes contemplated by King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements, that the Property shall not be transferred or conveyed except by agreement with an agency or nonprofit organization, which agreement shall provide that the Facility shall be continued to be used for the purposes of Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements specified in Motion 15378.
5. Grant Recipient covenants that it and any successor in interest will maintain the Facility for public use as required by Ordinances 18890 and 19166, and the Parks Levy Capital and Open Space Program Grant Program requirements specified in Motion 15378. The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally

charged by public operators of similar facilities in King County. Grant Recipient covenants that it will not limit or restrict access to and use of the Facility by non-residents in any way that does not also apply to Grant Recipient residents. Grant Recipient further covenants that any and all user fees charged for the Facility, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-residents as for the residents of Grant Recipient.

6. Parties Bound. This Covenant Agreement shall benefit and be enforceable only by County and Grant Recipient and their successors or assigns and shall not be enforceable by any third parties.
7. Remedies. The County, its successors, designees or assigns shall have the following remedies against Grant Recipient, its successors, designees or assigns for violation of this Covenant Agreement:
  - 7.1 Default. If Grant Recipient fails to observe or perform any of the terms, conditions, obligations, restrictions, covenants, representations or warranties of this Covenant Agreement, and if such noncompliance is not corrected as provided herein, then such noncompliance shall be considered an event of default.
  - 7.2 Notice of Default. Before the County pursues a remedy against Grant Recipient for breach of this Covenant Agreement, the County shall provide written notice specifying the default to Grant Recipient. Grant Recipient shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for Grant Recipient to complete such cure, provided that Grant Recipient commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).
  - 7.3 County's Remedies. The County shall be entitled to all remedies in law or in equity against Grant Recipient in the event of a default.
  - 7.4 No Waiver. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.
9. Miscellaneous Provisions.
  - 9.1 Agreement to Record. Grant Recipient shall cause this Covenant Agreement to be recorded in the real property records of King County, Washington. Grant Recipient shall pay all fees and charges incurred in connection with such recording and shall provide the County with a copy of the recorded document.
  - 9.2 Time of the Essence. Time is of the essence of this Covenant Agreement and of

every provision thereof.

- 9.3 Notices. Notices, certificates, reports, or other communications shall be deemed delivered on the third day following the date on which the same have been mailed by certified or registered mail, postage pre-paid, return receipt requested, or on the date on which the same have been personally delivered with proof of receipt, at the addresses specified below, or at such other addresses as may be specified in writing by the parties listed below:

If to King County:

King County Department of  
Natural Resources & Parks  
Parks and Recreation Division  
201 South Jackson Street  
Seattle, WA 98104-3855  
Attn: Director

If to City of North Bend:  
City of North Bend  
920 SE Cedar Falls Way  
North Bend, WA. 98045

- 9.4 Severability. If any provision of this Covenant Agreement shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.5 Amendments. This Covenant Agreement shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.
- 9.6 Governing Law. This Covenant Agreement shall be governed by the laws of the State of Washington and venue shall be in King County Superior Court.
- 9.7 Reliance. The County and Grant Recipient hereby recognize and agree that the representations and covenants set forth herein may be relied upon by each other.
- 9.8 No Conflict with Other Documents. Grant Recipient and the County warrant that they have not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
- 9.9 Sale or Transfer of the Facility. Grant Recipient agrees to notify the County within 30 days of any transfer of Grant Recipient's ownership interest in the Facility.
- 9.10 Captions. The titles and headings of the sections of this Covenant Agreement

have been inserted for convenience of reference only and are not to be considered a part hereof. They shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision thereof or in ascertaining intent, if any question of intent shall arise.

- 9.11 No Third Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Covenant Agreement.

IN WITNESS WHEREOF, City of North Bend and the County have executed this Covenant Agreement on the date set forth above.

GRANT RECIPIENT: City of North Bend

By: \_\_\_\_\_  
Its: \_\_\_\_\_

KING COUNTY, a political subdivision of the State of Washington

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Notary Block on following page]*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**RESTRICTIVE COVENANT AGREEMENT EXHIBIT A  
LEGAL DESCRIPTION**

(To be added upon completion of the construction of the Facility)

**RESTRICTIVE COVENANT AGREEMENT EXHIBIT B  
PROPERTY AND FACILITY MAP**

(To be added upon completion of construction of the Facility)

## Certificate Of Completion

Envelope Id: 33092963B2F2496398CE0ACE64AAA20D	Status: Completed
Subject: Complete with DocuSign: City of North Bend Meadowbrook Prairie Loop Trail 6328763 - Merged Dr...	
Source Envelope:	
Document Pages: 29	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Minerva Humphrie
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	401 5TH AVE
	SEATTLE, WA 98104
	Minerva.Humphrie@kingcounty.gov
	IP Address: 198.49.222.20

## Record Tracking

Status: Original	Holder: Minerva Humphrie	Location: DocuSign
10/18/2023 9:10:01 AM	Minerva.Humphrie@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Dept of Natural Resources & Parks-Parks	Location: DocuSign

## Signer Events

Rob McFarland  
rmcfarland@northbendwa.gov  
Mayor  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
24321B0348E34E4...  
Signature Adoption: Pre-selected Style  
Using IP Address: 65.102.177.60

## Timestamp

Sent: 10/18/2023 9:18:29 AM  
Viewed: 10/18/2023 10:52:16 AM  
Signed: 10/18/2023 10:52:29 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/18/2023 10:52:16 AM  
ID: 7668a55a-96f2-4868-9cfb-8c0032c0779b

Warren Jimenez  
wjimenez@kingcounty.gov  
Director, King County Parks & Recreation  
King County Parks  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
A1498C6DA09E46F...  
Signature Adoption: Drawn on Device  
Using IP Address: 198.49.222.20

Sent: 10/18/2023 10:52:32 AM  
Viewed: 10/18/2023 10:57:01 AM  
Signed: 10/18/2023 10:57:12 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/16/2020 11:32:05 AM  
ID: e1b2fdbbc-66a3-41ef-9a99-bebbac2271d5

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Mike McCarty  
MMCCARTY@NORTHBENDWA.GOV  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/18/2023 10:57:15 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Carbon Copy Events	Status	Timestamp
<p>Susie Oppedal SOPPEDAL@NORTHBENDWA.GOV Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/18/2023 10:57:16 AM Viewed: 10/18/2023 11:16:59 AM</p>
<p>Francisco Valledares frvalladares@kingcounty.gov Contract Specialist II King County Parks Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/18/2023 10:57:16 AM</p>
<p>Rusty Milholland rmilholland@kingcounty.gov Project/Program Manager III Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 10/18/2023 9:22:11 AM ID: 75f96b6a-950a-4ba7-9ba6-f42f3b93b1b0</p>	COPIED	<p>Sent: 10/18/2023 10:57:17 AM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/18/2023 9:18:29 AM
Certified Delivered	Security Checked	10/18/2023 10:57:01 AM
Signing Complete	Security Checked	10/18/2023 10:57:12 AM
Completed	Security Checked	10/18/2023 10:57:17 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		





## City Council Agenda Bill

SUBJECT:		Agenda Date: April 1, 2025		AB25-031
<b>Motion Authorizing a Professional Services Agreement with JA Brennan for Design of the Meadowbrook Farm Prairie Loop Trail Project</b>		Department/Committee/Individual		
		Mayor Mary Miller		
		Interim City Administrator – Bob Larson		
		City Attorney – Kendra Rosenberg		
		City Clerk – Susie Oppedal		
		Administrative Services – Lisa Escobar		
		Comm & Econ Development – James Henderson		
		Finance – Martin Chaw		
		Public Works – Mark Rigos, P.E.		
Cost Impact: \$499,976		Planning Manager Mike McCarty		X
Fund Source: \$500,000 King County Parks Capital Grant				
Timeline: Immediate				
<b>Attachments:</b> Contract (including Scope of Work and Fee Estimate)				
<p><b>SUMMARY STATEMENT:</b></p> <p>In 2023, the City of North Bend was awarded a \$500,000 King County Parks Capital and Open Space Grant (“Grant”) for the design and construction of the Prairie Loop Trail at Meadowbrook Farm, a proposed trail consistent with the Meadowbrook Farm Master Plan (“Project”). The Grant contract (contract #6328763) was approved by the City Council on September 19, 2023 (AB23-111). Upon receiving updated cost estimates indicating that construction costs would exceed available funds, the Project scope was reduced to be a design-only project, without construction (the “Revised Project”).</p> <p>The Si View Metropolitan Park District (“Si View”), who originally intended to manage the Project, prepared and solicited a request for qualifications for the Project, received seven statements of qualifications, and interviewed four consultants, with a review team that included City of North Bend and City of Snoqualmie staff. Si View and the review team selected JA Brennan as the preferred consultant for the Revised Project.</p> <p>Si View subsequently determined that it was not able to serve as the project manager. To keep the Revised Project moving forward and to utilize the available grant funds and implement the Revised Project, North Bend staff agreed to serve as the project manager to facilitate the work by consultant JA Brennan.</p> <p>The Revised Project includes preparation of project design plans and draft ready-to-issue permits, as described on the attached scope of work and fee estimate. Future construction of the Revised Project will be dependent upon separately secured funding, anticipated principally through additional grant applications and coordinated by the City of Snoqualmie.</p> <p>Staff recommend approval of the agreement and proceeding with JA Brennan for the attached scope of work and fee estimate.</p>				
<p><b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services, commitment to invest in the City and foster community engagement and pride, and planning for a variety of recreation opportunities.</p>				
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Community &amp; Economic Development Committee reviewed this item at their March 18, 2025 meeting and recommended approval and placement on the Main Agenda for discussion.</p>				

## City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB25-031, authorizing the Mayor to execute and administer a professional services agreement with JA Brennan for design of the Meadowbrook Farm Prairie Loop Trail Project, in a form and content acceptable to the City Attorney, and in an amount not to exceed \$499,976.

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2025		

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF NORTH BEND  
AND J.A. BRENNAN ASSOCIATES, PLLC**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”) and J.A. Brennan Associates, PLLC a Professional limited liability company, (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

WHEREAS, City has determined a need to have certain services performed for its citizens; and

WHEREAS, Consultant is in the business of performing such services, which are described below; and

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** Consultant will invoice City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed FOUR HUNDRED NINETY-NINE THOUSAND, NINE HUNDRED SEVENTY-SIX DOLLARS AND 00/100 (\$499,976.00) without written modification of this Agreement signed by City. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to City prior to or along with the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing April 1, 2025 and ending December 31, 2026 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by City or its representatives for any purpose other than the project specified in this Agreement.
5. **Independent Contractor.** City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither

Consultant nor any of Consultant's employees shall be entitled, by virtue of the services provided under this Agreement, to any benefits afforded to City employees. City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to Consultant or Consultant's employees.

6. **Indemnification.** Consultant shall indemnify, defend, and hold harmless City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of City.

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

7. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit Consultant's liability to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Required Insurance.** Consultant shall maintain insurance of the types and coverage described below:

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
2. **Commercial general liability insurance**, written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. City shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for City, using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Professional liability insurance** appropriate to Consultant's profession, written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
4. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington.

- B. Additional Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Consultant's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- C. Certificates of Insurance. Consultant shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- D. Failure to Maintain Insurance. Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of City, offset against funds due Consultant from City.
- E. Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Consultant.

**8. Recordkeeping and "Red Flag" Rules.**

- A. Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Consultant shall also maintain such other records as may be deemed necessary by City to ensure proper accounting of all funds contributed by City to the performance of this Agreement and of the parties' compliance with this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by City.
- C. Consultant acknowledges receipt of and agrees to adhere to City's Identity Theft Prevention Program ("Red Flag" rules), a copy of which is attached hereto as **Exhibit D**.

**9. Taxes, Licenses and Permits.**

- A. Consultant shall procure and maintain a City business license in accordance with Chapter 5.04 NBMC, *Business Licenses and Business and Occupation Tax*, prior to beginning work under this Agreement. Consultant assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.

- B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 9.
- C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by City or any other governmental body, then Consultant authorizes City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Consultant's total compensation.
10. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. City shall have the right to conduct an audit of Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Consultant.
11. **Termination.** This Agreement may be terminated by City at any time upon thirty (30) days' written notice; provided, that if Consultant's insurance coverage is canceled for any reason, City shall have the right to terminate this Agreement as provided in Subsection 7(D) herein.
12. **Discrimination Prohibited.** Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
13. **Assignment and Subcontract.** Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of City.
14. **Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.
15. **Notices.** Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

To the City of North Bend:      Mike McCarty, Planning Manager  
City of North Bend  
920 SE Cedar Falls Way  
North Bend, Washington 98045  
Phone: (425) 888-1211



To Consultant:

Jim Brennan, ASLA  
Principal, Landscape Architect  
J.A. Brennan Associates, PLLC  
2701 First Ave., Suite 510  
Seattle, WA 98121  
Email: jim@jabrennan.com  
Phone: 206-583-0620

**16. Security.** Consultant will protect confidential information provided by City pursuant to this Agreement by adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to an unauthorized disclosure of confidential information. Security standards shall meet or exceed Washington State Office of the Chief Information Officer Standard No. 141.10. Only authorized employees of Consultant shall have access to City's confidential information, and only for the purposes specified in this Agreement. Consultant shall, within 24 hours of discovery, report to City any use, access to or disclosure of City's confidential information not previously authorized by City.

**17. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its costs of suit, including attorneys' fees and expert witness fees.

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

**CITY OF NORTH BEND**

**J.A. BRENNAN ASSOCIATES, PLLC**

By: \_\_\_\_\_  
Mary Miller, Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest/Authenticated:**

\_\_\_\_\_  
Susie Oppedal, City Clerk

**Approved As To Form:**

\_\_\_\_\_  
Kendra Rosenberg, City Attorney

EXHIBIT A

January 29, 2025



Landscape Architects & Planners  
2701 First Avenue, Suite 510 | Seattle, WA 98121  
t. 206.583.0620 | www.jabrennan.com

## Scope of Work

# Meadowbrook Farm Prairie Loop Trail Project

## Trail and Boardwalk Design

Prepared for:  
Mike McCarty  
Principal Planner  
City of North Bend Community and Economic Development  
920 SE Cedar Falls Way  
North Bend, WA 98045  
P. (425)-888-7649  
C. (425) 301-6519

## PROJECT OVERVIEW

The Prairie Loop Trail Project enhances an existing trail at the Meadowbrook farm located within the city limits of North Bend and Snoqualmie. The trail improvement project is located within the limits of the City of Snoqualmie, and as such will fall under the local jurisdiction of the City of Snoqualmie.

The project will replace existing boardwalks and bridges with new systems to enhance the trail experience and implement strategies for longer-lasting materials. The J.A. Brennan Associates, PLLC (JAB) design team will collaborate with the City of North Bend (City) to accomplish a cohesive trail improvement plan that meets the goals and objectives of the project.

The JAB design team will provide design services for a limited segment of trail that includes up to +/- 2600 lineal feet of crushed rock trail and boardwalk surfacing. The boardwalk is anticipated to be 700-800 lineal feet in length. The boardwalk design of the framing, deck surfacing, and bullrail systems will be based on JAB's precedent project Port Susan.

The support systems for the boardwalk will be determined through the field investigation process and recommendations from Geotechnical and structural engineering expertise. This scope of work assumes that handrail and guardrail features will not be required as part of the boardwalk system, as the boardwalk is not anticipated to elevate to a height where fall requirements need to be managed.

**EXHIBIT A**

J.A. Brennan Associates (JAB) will provide landscape architecture services within this scope of work for site inventory and analysis, schematic design, 30% Design development, and 60%, 90%, 100% Design construction documents, and permit support.

**The scope and fee are set up into a two-step process Step 1 and Step 2 work, to help facilitate a preliminary design and permitting approach to function within the framework of the available design budget.**

**Step 1 - 30% Design and Permitting – Priority Work:**

Step one is intended to accomplish field site inventory work including site survey of trail area and wetland boundary, wetland delineation, critical area report documentation, including wildlife habitat and water resources, cultural resources monitoring, updates to the inadvertent discovery plan, flood plain and geotechnical field investigation.

Design and permitting work for Step 1 will be developed through the Schematic Design, 30% design development task and the state and federal permitting associated with the work in the critical areas.

Meetings for Step 1 will be as included in the tasks outlined below and in the fee matrix.

**Step 2 – 60% to Final Design, Local permitting:**

Step two work is intended to accomplish 60% design to final design bid ready documents and local permitting requirements.

Bid support and construction support are not included in this scope of work.

Meetings for Step 2 will be included in the tasks outlined below and in the fee matrix.

## **STEP 1 TASKS**

### **TASK A – PROJECT ADMINISTRATION & COORDINATION**

The J.A. Brennan project manager will work closely with the City to progress the planning and design process, schedule, and budget. Administration tasks include meeting scheduling and contract administration.

**Deliverables**

- Monthly invoices and progress reports

### **TASK B –SITE INVENTORY & ANALYSIS**

**EXHIBIT A**

JAB will review existing survey, construction documentation, state, and city code, known sensitive areas, regulatory requirements, access, pedestrian and vehicle circulation, utilities availability, topography and drainage, vegetation, soils, and views.

JAB will review documents and plans prepared and provided by the City. These items include the Meadowbrook Master Plan.

Task B will include visiting the site to assess existing site conditions and meet with Client.

JAB will prepare a working base map for Schematic, 30%, 60%, 90%, 100% construction package use.

Throughout the project we will continue to communicate and coordinate with the City and necessary local permitting authorities to understand regulatory issues and constraints.

Sub Consultant Role and Scope –

**Exeltech**

Exeltech will perform desktop review to identify applicable regulatory elements and considerations, and potential presence of critical areas. Exeltech will conduct fieldwork necessary to collect the data for the preparation of the technical documents and permit applications for the project. Wetland boundary and stream ordinary high-water mark (OHWM) delineations will be conducted to meet the requirements of City of Snoqualmie's Critical Areas Code 19.12.

The City of Snoqualmie Code 19.12.170 requires wetlands within 300 feet of the project site to be identified in the wetland critical areas report. Wetlands and streams boundaries within an approximate 150-foot-wide corridor centered on the proposed trail alignment (75 feet to each side) will be delineated and flagged in the field. Wetland and stream boundaries for an additional 100 feet beyond the 150-foot-wide central corridor will be estimated but not flagged for consistency with the city code.

Exeltech will conduct one site visit by two Exeltech field staff to identify wetlands and streams and identify and document other habitat elements and characteristics applicable to environmental permitting. If found, Exeltech will delineate wetland boundaries and stream OHWM consistent with City requirements for critical areas reports, as well as U.S. Army Corps of Engineers (USACE) and Washington Department of Ecology (Ecology) wetland and OHWM delineation standards. Wetland boundaries and OHWM will be flagged in the field and recorded using professional land survey equipment collected by others. Exeltech will provide a sketch of flagging locations for the land survey team. A critical areas report will be prepared for submittal to the City with permit applications.

**EXHIBIT A****Aspect Consulting**

Aspect will:

- Perform a desktop reconnaissance of Site geology and existing near-Site data,
- At least 3 days prior to the exploration date, conduct a site reconnaissance to assess site surface conditions, access, and mark the site for public utility locates,
- Coordinate with a private utility locator to clear the proposed exploration locations prior to excavation,
- Aspect will coordinate and contract with an operator and excavator; Aspect will coordinate with JA Brennan and the City to schedule the excavator work.
- Observe up to four test pits (one test pit per proposed boardwalk location),
- Collect soil samples from the test pit explorations, bring them back to Aspect's office for further visual inspection and laboratory testing.
- Engage a geotechnical laboratory testing subcontractor to perform up to four (4) moisture content tests and two (2) particle size determination tests.

**Assumptions:**

- Test pit explorations will take one day to complete.
- Test pits will be backfilled with excavated soil tamped into place. No additional restoration of the test pits (mulch, seeding) will be required.

**Willamette CRA**

Cultural Resources Assessment -

WillametteCRA will conduct a field visit to understand project constraints and options for trail alignment. WillametteCRA will monitor geotechnical investigations. Results of monitoring fieldwork will be documented in a brief technical memo. The technical memo will meet state and federal reporting guidelines. WillametteCRA will develop a project specific Monitoring and Inadvertent Discovery Plan (MIDP) for the project, using the existing IDP as a starting point and augment it with specifics for the proposed project work. The MIDP will include regulatory language to address the range of possible cultural resources regulatory requirements. WillametteCRA will also participate in up to five design team meetings, up to two client meetings, and up to three Tribal meetings over the duration of the project.

**Deliverables:**

- Draft and final monitoring memo
- Internal Draft MIDP for City review.
- Draft MIDP for Agency and Tribal review
- Revised draft MIDP for bid package.
- Final MIDP prior to construction

**Assumptions:**

- A cultural resources survey was completed for the proposed alignment in 2020, and no further shovel probes are required.
- The Existing IDP document that was previously drafted and provided to the design team

**EXHIBIT A**

is just for the portion of the site that was already surveyed. The existing IDP will be used as a starting point and augmented with specifics for the current plan.

- The MIDP will be developed as a revised draft for inclusion in the bid package; a final version will be prepared once the contract is awarded.
- One day of geotechnical investigations will be conducted with one day of archaeological monitoring.

**Deliverables**

- As noted above and in Exhibit B Fee matrix.

**TASK C –FIELD SURVEY**

A topographic survey will be prepared and provided in a digital pdf and AutoCAD format. Coordinate with City staff and the design team for the field survey that needs to pick up and locate features within a 60-foot-wide zone of the work area. One portion of the trail alignment may widen to a 100' foot wide corridor to manage potential mitigation and enhancement opportunities.

**Harmsen, LLC will perform and lead field survey work and will include the following items.**

Features will include:

- 1-foot contours
- Limited trees 6" or greater (up to 30 trees)
- Wetland delineated flagging withing the 60' wide corridor (flagging by wetland biologist)
- Ordinary highwater mark withing the 60' wide corridor (flagging by wetland biologist)
- Existing path alignment
- Vegetation shrub edge.
- Property boundary and ROW line - if any property lines cross through our topo area we will show them, any right-of-way lines hopefully can be dropped in from available gis records.
- Site features – existing boardwalk and bridges
- Utilities (we will locate any observable evidence of utilities.)
- Survey to be on JAB Project Title block at 22x34- (JAB will provide title block sheet in CAD)

**Assumptions:**

- Field survey of approx. 2,600 LF strip 60' wide plus stream crossings and wetland flagging.
- No trees except for a handful of "significant" trees to be determined on site.
- No boundary surveying is expected.
- Final product will be a cad base map in the State Plane Coordinate system and vertical datum in navd88.

**EXHIBIT A****Sub Consultant Role and Scope –****Exeltech**

Exeltech will coordinate with the survey team to record wetland and OHWM flag locations.

**Aspect Consulting**

NA

**Willamette CRA**

NA

**Deliverables**

- CAD and pdf of field survey work
- See Exhibit B Fee matrix.

**TASK D –SCHEMATIC DESIGN**

The schematic design task combines creativity, client interaction, and proactive cost controlling to achieve a beautiful and functional design that provides an exceptional community amenity and trail experience.

Two trail alignment alternatives will be developed in schematic design. We will explore the alternatives and discuss the pros and cons with the City. Once direction is received from the City we will develop the final preferred trail wetland restoration plan. A design that fits the City budget and achieves project goals will be the key outcome of this effort.

The trail design program will be as developed in this task. The draft and final schematic plan and tech memo will include trail alignment, viewpoints with wayfinding and/or interpretive signs, benches, gathering plazas, and trail mitigation and enhancement areas.

The draft and final schematic trail plan will be based on the project objectives, assumptions and expectations as determined through discussion with the City.

A preliminary square-footage level cost estimate will be provided for the final schematic plan.

**EXHIBIT A****Sub Consultant Role and Scope –****Exeltech**

Exeltech permit team will support JA Brennan in review of one preferred alternative after direction from the client for the proposed crossing, boardwalk, and trail. Permitting implications, of the schematic design including floodplain, riparian, and wetland impacts, control issues around the crossing and boardwalk abutments and trail sections adjacent to the crossings and boardwalks.

Exeltech civil and structural teams have no scope in schematic design.

**Aspect Consulting**

NA

**Willamette CRA**

WillametteCRA will coordinate with JA Brennan to review trail layout for potential implications to cultural resources; up to two hours of support and review of schematic design.

**Deliverables**

- See Exhibit B Fee matrix.

**TASK E –30% DESIGN (DESIGN DEVELOPMENT)**

The design development (DD) plan will be based on the project objectives, assumptions, and expectations determined through discussion with the City in the schematic design phase. A single concept will be brought forward to 30% design level.

The 30% design submittal will apply technical expertise to create design solutions to schematic design problems. JAB will complete a 30% design submittal that will be primarily hand drawn although some information may be in AutoCAD. A preliminary square-footage level cost estimate will be provided for the 30% landscape design. Design plans will include notes identifying elements such as benches, railing, pedestrian surfacing, signs, and bollards. A list or table of contents for CSI specifications will be provided as part of the 30% design.

30% design drawings will be used for the State Environmental Policy Act (SEPA) checklist, Joint Aquatic Resources Permit Application (JARPA), Coastal Zone Management Act (CZMA) consistency application, and Hydraulic Project Approval (HPA), critical areas, and shoreline permit applications.

**Sub Consultant Role and Scope –**



**EXHIBIT A****Exeltech**

Exeltech will work with the single design concept brought forward to 30% design level to provide preliminary structural design input for boardwalks, using source cad drawings of Port Susan Trail from JAB, for up to four locations. Design will include bull-rail, deck, superstructure, substructure, and foundation elements.

Structure designs will consider project budget and constructability, permitability, and safe pedestrian and wildlife use. Structure location and design will also consider potential construction-related impacts on riparian resources and the wetland environment.

Geotechnical parameters will be provided by others. Design will comply with IBC and local building code.

Exeltech will prepare a 30% Stormwater Plan associated with the site improvements and drainage plans provided by JAB.

Exeltech will prepare the 30% Grading Design information, including 2-foot contours and cut and fill quantities, to be added to the Grading and Drainage Plans by JAB.

Civil implications of the trail and boardwalk will be verified in 30% the design process for constructability, and pedestrian safety.

Exeltech civil staff will participate in one site visit during Design Development.

Exeltech will review the 30% Drainage Plan prepared by JAB and provide plan comments in pdf format.

Exeltech will assist JAB with the 30% Cost Estimate quantities, including square foot quantities, and unit prices related to TESC and Grading site improvements.

Exeltech will assist JAB with creating the TESC measures associated with the 30% Clearing and Tree Retention and Protection plan by others.

Exeltech will provide a list of specification sections and cost estimates.

**Aspect Consulting:**

Aspect will provide geotechnical engineering analyses to support design, including:

- Participating in email coordination and phone conversations with JAB to communicate geotechnical findings from the site explorations,
- Producing a geotechnical design report, which will include:
- Site and project description, vicinity map, and site and exploration map
- Exploration logs and laboratory testing results
- Suitable boardwalk foundation types and design parameters for contractor-designed boardwalk foundations (soil types, groundwater conditions, and engineering properties at the proposed boardwalk locations).
- Shallow foundation design parameters for boardwalk abutments (bearing capacity,

**EXHIBIT A**

minimum embedment depth, passive earth pressures, coefficient of friction of soils on concrete)

- Lateral earth pressures for boardwalk abutments, including seismic earth pressures.
- Seismic design parameters.
- Material recommendations for gravel trail, retaining wall backfill, shallow foundation support, and small vehicle access paths including imported fill, geosynthetic/geotextile support, and compaction requirements.
- Construction recommendations (subgrade preparation, earthwork, and groundwater control)

**Assumptions:**

- Aspect's geotechnical engineering report will be produced as a draft.
- Aspect will participate in up to 3 hours of planning, email coordination, and meetings in support of design.

**Willamette CRA**

NA

**Deliverables**

- See Exhibit B Fee matrix.

**TASK G –PERMIT SUPPORT (TO 30% DESIGN)**

Exeltech will coordinate with JAB and the City to determine the appropriate approach for environmental review, documentation, and permitting. Exeltech will work closely with JAB and the City to define a clear purpose and need statement, determine the correct level of documentation, and identify project elements that could trigger additional or more intensive environmental permitting. After Exeltech has documented the existing conditions of the project site, and prior to completing the impact analyses, the team will again coordinate to confirm the original assumptions for project approach.

The permits and approvals required for this project are anticipated to include but are not limited to the following:

- City of Snoqualmie – SEPA approval, shoreline substantial development permit, critical areas permit, floodplain development permit

City of Snoqualmie - clearing and grading permit, construction stormwater general permit, building permit. (prepared as part of Step 2 60% Final Design work)

- Ecology – Section 401 water quality certification, Coastal Zone Management Act (CZMA) consistency determination

**EXHIBIT A**

- Washington Department of Fish and Wildlife (WDFW) – Hydraulic Project Approval (HPA)
- Washington Department of Archaeology and Historic Preservation (DAHP) – Section 106 (performed by others)
- USACE – Section 404 dredge/fill permit, and includes preparation of a biological assessment or similar report to support the USACE’s Endangered Species Act compliance process with US Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS)

Exeltech will coordinate the permitting strategy with the City (via JAB) for input and approval. JAB and Exeltech will hold a site tour with the regulatory agencies prior to permit submittal to foster mutual project understanding, solicit input and concerns, to facilitate preparation and review of permit applications. JAB and the City will each provide one consolidated set of comments for each review draft. Exeltech will submit permit applications directly to the permitting and authorizing agencies, as the authorized agent, on behalf of the City.

**Sub Consultant Role and Scope –****Exeltech**

To begin permitting coordination, Exeltech will schedule and lead a pre-application meeting with all agency stakeholders to confirm permit requirements and timelines. Meeting notes will be prepared to summarize the permits that will be required. It is assumed a pre-application with the City of Snoqualmie is not required, as this has already been accomplished.

In addition, Exeltech, working with Willamette CRA and the City, will initiate outreach efforts with the Snoqualmie Tribe and other stakeholders to identify potential wildlife concerns, anthropological use, and collaborative mitigation opportunities.

At the 30% design stage, Exeltech will prepare application packages for the following permits and approvals: SEPA, shoreline substantial development, critical areas package, Section 401 water quality certification, CZMA consistency, aquatic use authorization, HPA, and Section 404 water quality certification. Exeltech will prepare a JARPA package that can be used for many of the permits needed. JARPA graphics will be developed by JAB with input from Exeltech and will include computation of critical areas impacts, buffer impacts, and mitigation areas. Information from the JARPA will also be used to complete the HPA application via the online Aquatic Protection Permitting System. All other permit application packages will be prepared separately.

Exeltech will prepare a Critical Areas Report that satisfies the City requirements of a shoreline report, wetland report, mitigation plan, habitat study, and floodplain habitat assessment and mitigation plan. This document will be developed and submitted to the City as part of the shoreline, critical areas, and floodplain development permit application packages; Ecology as

**EXHIBIT A**

part of the section 401 water quality certification application package; WDFW as part of the HPA application; and USACE as part of the section 404 permit application.

**Aspect Consulting**

NA

**Willamette CRA**

WillametteCRA will summarize existing cultural resources reports to answer SEPA Checklist Question 13.

**Deliverables**

- See Exhibit B Fee matrix.

**TASK G –STAKEHOLDER AND TEAM MEETINGS (TO 30% DESIGN)**

JAB will schedule, prepare, and attend the identified meetings with the City and the design team. JAB will lead the preparation of meeting agendas and graphics that may be needed in the meetings. JAB will provide internal meeting notes after the meetings.

**Sub Consultant Role and Scope –****Exeltech**

Kick off meeting (2 hours)  
Attend 2 virtual team meetings (1 hour each)  
Attend 1 tribal meeting (1 hour each)  
Attend 2 virtual client meetings (1 hour each)

**Aspect Consulting**

Kick off meeting.  
Attend 2 virtual team meetings -  
Attend 1 virtual client meetings -

**Willamette CRA**

Kick off meeting.  
Attend 2 virtual team meetings -  
Attend 1 tribal/client meetings (1 hour each)

**Deliverables**

- See Exhibit B Fee matrix.

**EXHIBIT A****STEP 2 TASKS****TASK H – CONTRACT DOCUMENTS 60%, 90% AND 100% / BID SET PLANS, SPECS AND ESTIMATE (PSE)**

After 30% design, we will submit 60%, 90%, and 100% construction documents. The document set will include an existing conditions plan, a TESC plan combined with a demolition/clear and grub plan, a layout plan, a planting plan, a grading plan, specifications, and boardwalk detail sheets. The 90% design submittal will be used for the floodplain development, clearing and grading, building, and construction stormwater general permit applications.

Coordination of work between the team members will allow for timely submittals of the construction documents, as established early in the construction document phase. Early budget control will ensure an efficient design process. We will conduct thorough quality control of the project team's work before submitting documents to the client. A 60% cost estimate will be developed and refined throughout 90% and 100% to ensure the project remains on budget.

Construction documents submittals will be provided at 60%, 90%, and 100% (bid-ready) design completion. The document sets will be submitted for client review at 60% and 90% prior to issuing final (100%) construction documents.

The 60% design set submittal will include plans, outline specification, and estimate of probable construction costs.

90% Design and 100% Design/ Bid Set submittals will include plans, specifications, and probable construction cost estimates.

Specifications will be provided in CSI format (CSI Master Format 2016 Edition). J.A. Brennan will provide limited input for Division 0 and 1 prepared by the City.

**Sub Consultant Role and Scope –****Exeltech**

Exeltech will prepare the 60%, 90% and 100%/Bid Set TESC Plans and Detail Sheets, Stormwater Management Plan (SWPPP) and Stormwater TIR associated to the site improvements and drainage plan provided by JAB.

Exeltech will prepare the 60%, 90% and 100%/Bid Set Grading Design information, including 2-foot contours, spot elevations, slope arrows and cut and fill quantities, to be added to the Grading and Drainage Plans by JAB.

Exeltech will review the 60%, 90% and 100%/Bid Set Drainage Plan prepared by JAB and provide plan comments in pdf format.

**EXHIBIT A**

Exeltech will assist JAB with the 60%, 90% and 100%/Bid Set Cost Estimate quantities and unit price related to TESC and Grading site improvements.

Exeltech will coordinate with JAB regarding trail and boardwalk layout.

Exeltech will lead the design and drafting of the boardwalk using source cad drawings from JAB and provide structural design for boardwalks at up to four locations in the final design stage. Design will include bull-rail, deck, superstructure, substructure, and foundation elements. Exeltech will provide supporting calculations for selected structural designs. Geotechnical parameters will be provided by others. Design will comply with IBC and local building code.

Exeltech will provide specifications and cost estimates.

**Aspect Consulting**

Aspect will conduct one round of review of 90 percent plan and specifications to verify that geotechnical recommendations have been suitably incorporated. Following receipt of comments on the geotechnical draft report, Aspect will produce a final geotechnical report for the project.

**Willamette CRA**

NA

**Deliverables**

- See Exhibit B Fee matrix.

**TASK I –PERMIT SUPPORT (60% - TO FINAL DESIGN)**

Exeltech will coordinate with JAB and the City to determine the appropriate approach for local permits and documentation.

The local permits and approvals required for this project are anticipated to include but are not limited to the following:

- City of Snoqualmie – SEPA approval, shoreline substantial development permit, critical areas permit, floodplain development permit (prepared as part of Step 1 30% Design Development work)
- City of Snoqualmie - clearing and grading permit, construction stormwater general permit, building permit. (prepared as part of Step 2 60% Final Design work) – submitted with 90% design completion.

Exeltech will coordinate the permitting strategy with the City (via JAB) for input and approval. JAB and the City will each provide one consolidated set of comments for each review draft. Exeltech will submit permit applications directly to the permitting and authorizing agencies, as the authorized agent on behalf of the City.

**EXHIBIT A****Sub Consultant Role and Scope –****Exeltech**

It is assumed a pre-application with the City of Snoqualmie will be required for the local permit documentation, given the original pre-application review was held in December 2023 and may be outdated by the time the project reaches the 30% Design stage. The City will support Exeltech and JAB with any communication to City of Snoqualmie planners related to the pre-application previously prepared or needs for local permit plan review expediency.

To address design considerations imposed by the project's location within floodplains and floodway, Exeltech will conduct an analysis to certify no net rise of the base flood elevation (BFE) in the floodplain and floodway. The analysis will entail reviewing base and background information of the site, reviewing the existing HEC-RAS model (if available from FEMA) or generating an existing conditions HEC-RAS model for the site, modifying the existing conditions model to present the most up-to-date survey and Lidar data at the site, generating a proposed conditions HEC-RAS model representing the new trail and boardwalk in place, and analyzing the model outputs to confirm the proposed hydraulic conditions are in compliance with City requirements. Exeltech will prepare a report summarizing the analysis methods and results, including figures, model outputs, and associated calculations. A licensed engineer will sign the report. The report will be prepared for submittal to the City with permit applications. At the 90% design stage, Exeltech will prepare application packages for a floodplain development permit, clearing and grading permit, building permit, and construction stormwater general permit.

**Aspect Consulting**

NA

**Willamette CRA**

WillametteCRA will summarize existing cultural resources reports to answer SEPA Checklist Question 13.

**Deliverables**

- See Exhibit B Fee matrix.

**TASK J –STAKEHOLDER AND TEAM MEETINGS (60% - TO FINAL DESIGN)**

JAB will schedule, prepare, and attend the identified meetings with the City and the design team. JAB will lead the preparation of meeting agendas and graphics that may be needed in the meetings. JAB will provide internal meeting notes after the meetings.

**EXHIBIT A****Sub Consultant Role and Scope –****Exeltech**

Attend 3 virtual team meetings (1 hour each)

Attend 1 virtual client meeting (1 hour each)

**Aspect Consulting**

Attend 1 virtual team meetings -

Attend 1 virtual client meetings -

**Willamette CRA**

Attend 3 virtual team meetings -

Attend 1 virtual client meetings -

**Deliverables**

- See Exhibit B Fee matrix.

**SCOPE ASSUMPTIONS and Exclusions****ASSUMPTIONS:**

- JAB will lead the layout and alignment of boardwalk and trail, with input from design team.
- Exeltech will lead structural design detailing and drafting of the boardwalk, based on JAB provided Port Susan Trail CAD details and specifications, including abutment wall vertical profile and structural design, calculations, and connections confirmation.
- Boardwalk alignment and structure type will be as determined in the schematic design phase.
- The boardwalk basis of design will follow JAB Port Susan Trail boardwalk project.
- Environmental permit support is led by Exeltech.
- Permit application fees including review by Local, state and federal agencies will be paid by the client.
- Wetland and wetland buffer mitigation and enhancement planting is led by JAB and coordinated and reviewed with Exeltech.
- Exeltech reviewed the 2020 “Meadow Brook Farm Trail -Phase 2 – Snoqualmie, WA Critical Areas Study Reconnaissance & Conceptual Buffer Impact and Mitigation Plan.”
- They will be able to use some of the information from the 2020 critical areas report addendum and the 2013 critical areas report, as a starting point and background data. However, because the field data is more than 5 years old for the field wetland delineation, and the critical areas report does not touch on the floodplains or wildlife habitat (namely - elk), the critical areas report needs to be expanded to update the current site conditions and encompass those additional critical areas. J.A. Brennan does not provide



**EXHIBIT A**

contaminated soils remediation services. No contaminated soil is anticipated on site.

- Grading cut and fill calculation will be coordinated with Exeltech.
- No property rights or property or right of way acquisition/easement support is provided.
- The City will provide coordinated, consolidated review comments at 30%, 60% and 90% design submittals.
- Kiosk design is not included in this scope of work.
- Amenities will be limited to seating and small viewing areas.
- Irrigation design is not part of this scope of work.
- Wayfinding and interpretive design will only be site planned in the schematic design phase.
- Accommodation for maintenance vehicles to access the camas meadows.
- Vehicular circulation and parking lot design is not included.
- Meeting and coordination time is limited to the number of hours identified in the accompanying fee proposal spreadsheet. Additional coordination time may require an additional services proposal.
- Specifications starting point documents will follow JAB standard CSI.
- JAB CAD standards will be used.

**EXHIBIT A****OPTIONAL SERVICES NOT IN CONTRACT – Fee to be determined.****Management reserve Fund**

Exeltech has included a contingency fee due to the permit submittals happening at 30% design, the likely hood of design changes may increase, affecting permit submittals.

**TASK K – BID SUPPORT**

JAB will provide limited assistance to the City during the public bid process, including answering Contractor's questions during bidding, attending the pre-bid meeting, and issuing addenda if necessary. The City will lead the bid process.

Sub Consultant Role and Scope –

**Exeltech**

Respond to questions as required.  
Support with up to 2 addenda.

**Aspect Consulting**

NA

**Willamette CRA**

NA

**Deliverables**

- See Exhibit B Fee matrix.

**TASK L - CONSTRUCTION SUPPORT**

We assume the City will lead the construction management. J.A. Brennan will support construction management for project elements by reviewing and responding to a limited number of submittals, requests for information (R.F.I.), and modification proposals; attending a limited number of site progress meetings and preparing a punch list prior to Substantial Completion. Record drawings will be prepared based on the contractors as built drawings.

Sub Consultant Role and Scope –

**Exeltech**

Up to 4 Virtual meetings.

**EXHIBIT A**

Structural Assume meeting time up to 2 site visits.

Stormwater Assume meeting time up to 1 site visit.

Review and Respond up to 3 RFI.

Review and Respond up to 4 submittals.

Support with Record drawings.

**Aspect Consulting**

Aspect will provide construction inspection services to verify subsurface conditions are as expected and inspect foundation installation and subgrade preparation. For each site visit, Aspect will produce a field report to document our observations.

Assumptions:

Aspect will perform up to three (3) field visits to partially observe foundation installation at the boardwalk locations. We assume up to five (5) hours of staff time per site visit (including travel time).

**Willamette CRA**

No monitoring is included in the current scope. The MIDP will determine the level of effort which is still TBD.

**Deliverables and Meeting Attendance during Construction Support**

- See Exhibit B fee matrix.



Client- Si View Metropolitan Park District															Council Packet April 1, 2025														
Prime Consultant: J.A. Brennan Associates, PLLC															Date 1/29/2025 -														
Design team subconsultant: Exeltech, Aspect, Willamette CRA and Harmsen LLC																													
Project - Meadowbrook Farm Prairie Loop Trail Design																													
WORK ITEM Rate	DESCRIPTION	J.B PM \$240.00	T.W Sr LA \$195.00	D.C LA \$195.00	W.S LA \$135.00	S.S Designer \$120.00	S.Y Admin \$135.00	Total JAB Hours	Total Labor	Total Expenses	Total J.A. Brennan Labor/Exp	Total J.A. Brennan w/ Markup	Total Exeltech Civil / Struct	Total Willamette Cultural	Total Harmsen Surv.	Total Exeltech Critic Areas	Total Aspect Geotech	Total Subconsultant	Markup	Task Total									
18	Boardwalk Structural Calculations documentation			2		3		5	750	20	770	1,634	8,640					8,640	864	10,274									
19	Cut and Fill Calculation (Exeltech lead)	1		2		3		6	990	20	1,010	1,164	1,540					1,540	154	2,704									
20	Cost estimate (sub input Exeltech)	2		6		14		22	3,330	20	3,350	3,768	4,180					4,180	418	7,948									
21	Civil: Stormwater Management Plan (SWPPP) (Exeltech)			2		3		5	750	20	770	1,174	4,040					4,040	404	5,214									
22	Civil: TIR Report documentation (Exeltech)			4		3		7	1,140	20	1,160	1,776	6,160					6,160	616	7,936									
23	Update Tech Memo Product selection memo/ cutsheets (up to 14 pages) (subs) revised from DD	1		4		8		13	1,980	20	2,000	2,096	960					960	96	3,056									
24	Specifications CSI format (60%, 90%, 100% )	3		35		20		58	9,945	20	9,965	10,397	4,320					4,320	432	14,717									
Total		32	0	152	0	382	0	566	83,160	600	83,760	89,768	53,180	0	0	5,100	1,800	60,080	6,008	149,848									
I Permit Support (60% - Final design)																													
1	Agency Coordination			1		2		3	435	20	455	546				910		910	91	1,456									
2	City of Snoqualmie Permit Review Fees (Expense Only)							0	0	21,000	21,000	21,000							0	21,000									
3	No-rise analysis and report	1		2		2		5	870	20	890	2,149				12,590		12,590	1,259	14,739									
4	Prepare Permit Submittals Assume one round of revisions - (Clear & Grade; NPDES; Building) (Exeltech-Lead Applications JAB drawings)	1		2		18		21	2,790	20	2,810	3,967	1,440			10,130		11,570	1,157	15,537									
Total		2	0	5	0	22	0	29	4,095	21,060	25,155	27,662	1,440	0	0	23,630	0	25,070	2,507	52,732									
J Stakeholder and Team Meetings (60% - Final design)																													
1	Team Meetings ( up to 3 team virtual meetings )	1		3		3		7	1,185	40	1,225	1,747	1,230	1,680		1,980	325	5,215	522	6,962									
2	North Bend and Snoqualmie/ stakeholder Meetings (1 meeting virtual )	2		2		2		6	1,110	20	1,130	1,130						0	0	1,130									
3	Meeting Preparations (agenda, boards, etc.)	1		2		3		6	990	40	1,030	1,090	600					600	60	1,690									
4	Client meetings ( up to 5 (3 virtual 2 in person meetings ) - Subs assume one meeting	3		7		8		18	3,045	100	3,145	3,331	650	365		660	182	1,857	186	5,188									
Total		7	0	14	0	16	0	37	6,330	200	6,530	7,297	2,480	2,045	0	2,640	507	7,672	767	14,969									
Total Step 2 60% to Final Design , Local Permitting, Bid and Construction Support		58	0	244	0	517	0	819	123,540	22,740	146,280	157,856	75,410	2,045	0	31,370	6,930	115,755	11,576	273,611									
Grand Total Step 1 and Step 2		104	0	335	0	738	19	1,391	213,000	23,570	236,570	259,050	83,861	18,590	14,000	97,720	25,289	239,460	23,946	499,976									

**EXHIBIT C:**  
**TAXPAYER IDENTIFICATION NUMBER**

CITY OF NORTH BEND  
920 SE Cedar Falls Way  
North Bend, WA 98045  
Phone: (425) 888-1211  
FAX: (425) 831-6200

In order for you to receive reimbursement from the City of North Bend, we must have either a Taxpayer Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of North Bend before or along the submittal of the first billing voucher.

Please check the appropriate category:

☐ Corporation                      ☐ Partnership                      ☐ Government Agency  
☐ Individual/Sole Proprietor                      ☐ Other (please explain)

TIN#:    \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_

SS#:    \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_ - \_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

**EXHIBIT D:**  
**CITY OF NORTH BEND**  
**IDENTITY THEFT PREVENTION PROGRAM**

**I. PROGRAM ADOPTION**

The City of North Bend developed this Identity Theft Prevention Program (“Program”) pursuant to the Federal Trade Commission’s Red Flags Rule (“Rule”), which implements Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with the oversight and approval of the City’s Finance Director. After consideration of the size and complexity of the City’s operations and account systems, and the nature and scope of the City’s activities, the City Council determined that this Program was appropriate for the City, and therefore approved this Program by the adoption of Ordinance No.1351 on the 21 day of April, 2009.

**II. PROGRAM PURPOSE AND DEFINITIONS**

A. Fulfilling Requirements of the Red Flags Rule. Under the Red Flags Rule, every financial institution and creditor is required to establish an identity theft prevention program tailored to its size, complexity and the nature of its operation. The Program must contain reasonable policies and procedures to:

- Identify relevant red flags as defined in the Rule and this Program for new and existing covered accounts, and incorporate those red flags into the Program;
- Detect red flags that have been incorporated into the Program;
- Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
- Update the Program periodically to reflect changes in risks to customers or to the safety and soundness of the City from identity theft.

B. Red Flags Rule Definitions Used in this Program. For the purposes of this Program, the following definitions apply:

“**Account**” means a continuing relationship established by a person with a creditor to obtain a product or service for personal, family, household or business purposes.

“**Covered account**” means:

1. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
2. Any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from identity theft.

“**Creditor**” has the same meaning as defined in Section 701 of the Equal Credit Opportunity Act, 15 U.S.C. 1691a, and includes a person or entity that arranges for the extension, renewal or continuation of credit, including the City.

“**Customer**” means a person or business entity that has a covered account with the City.

“**Financial institution**” means a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that holds a “transaction account” belonging to a customer.

**“Identifying information”** means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including name, address, telephone number, social security number, date of birth, government passport number, employer or taxpayer identification number or unique electronic identification number.

**“Identity theft”** means fraud committed using the identifying information of another person.

**“Red flag”** means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

**“Service provider”** means a person or business entity that provides a service directly to the City relating to or in connection with a covered account.

### **III. IDENTIFICATION OF RED FLAGS**

In order to identify relevant red flags, the City shall review and consider the types of covered accounts that it offers and maintains, the methods it provides to open covered accounts, the methods it provides to access its covered accounts, and its previous experiences with identity theft. The City identifies the following red flags, in each of the listed categories:

A. Notification and Warnings from Credit Reporting Agencies – Red Flags.

- Report of fraud accompanying a credit report;
- Notice or report from a credit agency of a credit freeze on a customer or applicant;
- Notice or report from a credit agency of an active duty alert for an applicant; and
- Indication from a credit report of activity that is inconsistent with a customer’s usual pattern or activity.

B. Suspicious Documents – Red Flags.

- Identification document or card that appears to be forged, altered or inauthentic;
- Identification document or card on which a person’s photograph or physical description is not consistent with the person presenting the document;
- Other document with information that is not consistent with existing customer information (such as a person’s signature on a check appears forged); and
- Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information – Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);
- Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver’s license);
- Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social security number presented that is the same as one given by another customer;
- An address or phone number presented that is the same as that of another person;



- Failing to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
- Identifying information which is not consistent with the information that is on file for the customer.

D. Suspicious Account Activity or Unusual Use of Account – Red Flags.

- Change of address for an account followed by a request to change the account holder's name;
- Payments stop on an otherwise consistently up-to-date account;
- Account used in a way that is not consistent with prior use (such as very high activity);
- Mail sent to the account holder is repeatedly returned as undeliverable;
- Notice to the City that a customer is not receiving mail sent by the City;
- Notice to the City that an account has unauthorized activity;
- Breach in the City's computer system security; and
- Unauthorized access to or use of customer account information.

E. Alerts from Others – Red Flag.

- Notice to the City from a customer, a victim of identity theft, a law enforcement authority or other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft.

#### IV. DETECTING RED FLAGS

A. New Accounts. In order to detect any of the red flags identified above associated with the opening of a **new account**, City personnel will take the following steps to obtain and verify the identity of the person opening the account:

- Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
- Verify the customer's identity (for instance, review a driver's license or other identification card);
- Review documentation showing the existence of a business entity; and
- Independently contact the customer.

B. Existing Accounts. In order to detect any of the red flags identified above for an **existing account**, City personnel will take the following steps to monitor transactions with an account:

- Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
- Verify the validity of requests to change billing addresses; and
- Verify changes in banking information given for billing and payment purposes.

#### V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event City personnel detect any identified red flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the red flag:

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;

- Contact the customer with the covered account;
  - Change any passwords or other security codes and devices that permit access to a covered account;
  - Not open a new covered account;
  - Close an existing covered account;
  - Reopen a covered account with a new number;
  - Not attempt to collect payment on a covered account;
  - Notify the Finance Director for determination of the appropriate step(s) to take;
  - Notify law enforcement; or
  - Determine that no response is warranted under the particular circumstances.
- B. Protect Customer Identifying Information. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:
- Secure the City website but provide clear notice that the website is not secure;
  - Undertake complete and secure destruction of paper documents and computer files containing customer information;
  - Make office computers password protected and provide that computer screens lock after a set period of time;
  - Keep offices clear of papers containing customer identifying information;
  - Request only the last 4 digits of social security numbers (if any);
  - Maintain computer virus protection up to date; and
  - Require and keep only the kinds of customer information that are necessary for City purposes.

## **VI. PROGRAM ADMINISTRATION**

- A. Oversight. The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.
- The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.
- B. Staff Training and Reports. City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:
1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
  2. Service provider arrangements;
  3. Significant incidents involving identity theft and the City's response; and
  4. Recommendations for material changes to the Program.

- C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the Program and with all instructions and directives issued by the Finance Director relative to the Program; or
  - Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the City in writing if the service provider in connection with a City covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more red flags that the service provider detects in connection with a covered account.
- D. Customer Identifying Information and Public Disclosure. The identifying information of City customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City's specific practices to identify, detect, prevent, and mitigate identity theft may compromise the effectiveness of such practices and hereby direct that, under the Program, knowledge of such specific practices shall be limited to the Finance Director and those City employees and service providers who need to be aware of such practices for the purpose of preventing identity theft.

## **VII. PROGRAM UPDATES**

The Program will be periodically reviewed and updated to reflect changes in risks to customers and to the safety and soundness of the City from identity theft. The Finance Director shall at least annually review the annual compliance report and consider the City's experiences with identity theft, changes in identity theft methods, changes in identity theft detection and prevention methods, changes in types of accounts the City maintains and changes in the City's business arrangements with other entities and service providers. After considering these factors, the Finance Director shall determine whether changes to the Program, including the listing of red flags, are warranted. If warranted, the Finance Director shall present the recommended changes to the City Council for review and approval.





## City Council Agenda Bill

SUBJECT:		Agenda Date: April 1, 2025		AB25-032
<b>Motion Approving an Exclusive Negotiation Agreement with Related NW for the 230 Main Ave. N Affordable Housing Project</b>		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		X
		Finance – Martin Chaw		
Cost Impact: N/A		Public Works – Mark Rigos, P.E.		
Fund Source: N/A				
Timeline: Immediate				
<b>Attachments:</b> Exclusive Negotiation Agreement with Related NW				
<p><b>SUMMARY STATEMENT:</b></p> <p>The City is proposing to enter into an Exclusive Negotiation Agreement (“ENA”) with Related NW for the 230 Main Avenue North Affordable Housing Project (“Project”). The ENA is intended to establish the terms for the negotiation of a Disposition and Development Agreement (“DDA”) between the City of North Bend and Related NW to develop an affordable housing project at King County parcel number 7846700525, owned by the City of North Bend, and commonly known as 230 Main (“Property”).</p> <p>In December 2023, the City purchased the Property with the intent to work with an affordable housing developer to achieve the following goals:</p> <ul style="list-style-type: none"> <li>• Establish long-term housing affordability (for persons aged 55+ years), with housing priced up to 60% of the Average Median Income (“AMI”) for all units.</li> <li>• Serve as a replicable model for innovative affordable housing in North Bend.</li> <li>• Support the North Bend Housing and Economic Development action plans to encourage affordable housing for businesses that provide critical amenities serving the needs of North Bend residents.</li> <li>• Provide an affordable housing product that is consistent with the City’s design standards and aesthetic of a mountain town community.</li> <li>• Utilize creativity and innovation to establish a long-term affordable housing project.</li> </ul> <p>The City issued a Request for Proposal for the Project in June of 2024 and received three development proposals. An advisory committee comprised of North Bend elected officials and non-profit and for-profit business leaders was formed to review the proposals and recommend a developer (“Committee”). The Committee recommended Related NW to serve as the Project’s developer. Related NW has extensive experience in public-private partnerships developing high-quality, multifamily, affordable housing. It also has developed over 1,000-units of affordable housing over the last six-years, including affordable housing for seniors, families, permanent supportive housing, and workforce housing, and it is currently working with the City of Vancouver, Washington, to build an affordable housing project.</p> <p>As part of the development process, the City of North Bend and Related NW have negotiated a proposed ENA. The ENA establishes the essential terms and conditions for the two parties to begin negotiations of a DDA to develop the Project. Essential terms and conditions of the ENA include:</p> <ul style="list-style-type: none"> <li>• <u>Site Control</u>: Related NW will either purchase the Property or enter into a long-term ground lease.</li> <li>• <u>Schedule of Performance</u>: Sets forth deadlines and other actions to establish the DDA.</li> <li>• <u>Scope of Development</u>: Demonstrates the Project is anticipated to be substantially consistent with Related NW’s proposal unless otherwise agreed to by the parties.</li> </ul>				

## City Council Agenda Bill

- Financing Plan: A plan for financing and construction of the Project to include an obligation by Related NW to apply for federal tax credits, and such other financing as is necessary and reasonable to finance the development and operation of the Project.
- Developer Compliance with Laws: Related NW will comply with the requirements of all applicable City ordinances, resolutions, regulations or other laws or approvals in all aspects (planning, design, construction, management, and occupancy) of developing and operating the Project.
- License to Enter Site: Allows Related NW to enter the site to obtain the data necessary to negotiate with the DDA.
- Costs & Expenses: Related NW will bear all fees or expenses for consultants, contractors, and surveyors during the negotiation of the DDA. However, if the City terminates the ENA through no fault of Related NW, the City must reimburse Related NW up to an amount not to exceed \$250,000 for any and all third-party development costs.

City Council Options. The City Council may:

- Enter into the proposed ENA with Related NW to begin the process of negotiating a DDA for the Project.
- Not enter into the proposed ENA with Related NW to begin the process of negotiating a DDA for the Project.
- Request City Staff amend the proposed ENA with Related NW based on City Council feedback, negotiate modifications with Related NW, and present a revised ENA for Council consideration at a later date.

Fiscal Impact: There would only be a fiscal impact to the City related to the proposed ENA if the City entered into the ENA with Related NW and then withdraw from the ENA through no fault of Related NW. In that event, the City would be required to reimburse Related NW up to an amount not to exceed \$250,000 for any and all third-party costs.

Staff Recommendation: City Staff recommends entry into the proposed ENA with Related NW in order to begin the negotiation of a DDA for the Project.

**APPLICABLE BRAND GUIDELINES**: Affordability, Sustainably Managed Growth, Economic Viability/Balanced Budget.

**COMMITTEE REVIEW AND RECOMMENDATION**: This item was discussed at the March 18, 2025 Community and Economic Development Committee meeting and was recommended for Council consideration on the Main Agenda.

**RECOMMENDED ACTION: MOTION to approve AB25-032, approving and authorizing the Mayor to execute and administer an Exclusive Negotiation Agreement and all other necessary documents with Related NW for an affordable housing project to be located at 230 Main Avenue North, North Bend.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2025		

## EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2025 (the “**Effective Date**”) by and between the City of North Bend, a municipal corporation organized under the Washington State Optional Municipal Code, (“**City**”), and Related/Northwest Development, LLC, a California limited liability company (“**Developer**” and collectively with the City, the “**Parties**”), with reference to the following recitals of fact:

### RECITALS

A. WHEREAS, Developer and its affiliates are in the business of developing, owning and operating affordable housing for low-income persons and families; and

B. WHEREAS, the City is the owner of that certain real property in North Bend, Washington commonly known as 230 Main (Parcel Number 784670-0525) as more specifically described in “Exhibit A” attached hereto and incorporated by this reference as if fully set forth herein (“**Site**”);

C. WHEREAS, City desires to increase the availability of affordable housing within the City by causing the development of the Site with approximately 40 units of affordable rental housing (the “**Project**”); and

D. WHEREAS, Developer submitted a response to the City’s August 2, 2024 Request for Proposals (the “**Developer’s Proposal**”), and in connection therewith, the City and Developer desire to negotiate with each other in accordance with the terms and conditions of this Agreement regarding the potential terms and conditions of a Disposition and Development Agreement (“**DDA**”) authorized by RCW 36.70A.170 between the City and Developer for Developer to develop the Project on the Site.

NOW, THEREFORE, in view of the goals and objectives of City relating to providing affordable housing in the City and in consideration of the mutual promises of the City and Developer set forth in this Agreement, the City and Developer agree as follows:

1. Negotiation of DDA. During the Negotiation Period (defined in Section 3) and subject to the terms and conditions of this Agreement, both City and Developer shall proceed diligently and in good faith regarding negotiation and documentation of the terms, conditions, covenants, restrictions and agreements enumerated in Section 5 herein; the resulting terms and conditions shall comprise the terms and conditions of a DDA for the Project. The City and Developer shall cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate negotiations. Both the City and Developer shall exercise reasonable efforts to complete discussions relating to the terms, conditions, covenants, restrictions or agreements of a DDA, all as may be mutually acceptable to both City and Developer in their respective sole and absolute discretion. During the Negotiation Period, Developer shall also undertake and complete all of the actions described in the “**Schedule of Performance**” attached to this Agreement as “Exhibit B” and incorporated by this reference within the time period specified for each such action in the Schedule of Performance. Nothing in this Agreement shall be construed to be a representation or agreement by either the City or Developer that a mutually acceptable DDA will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a final DDA in the future.

Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed DDA that may be negotiated by City staff and Developer will be approved by the City Council of the City. Developer acknowledges and agrees that City's consideration of any DDA is subject to the sole discretion of the City. The City agrees not to solicit any other proposals or negotiate with any other person regarding development of the Site during the Negotiation Period.

2. Developer Acknowledgments. Developer acknowledges and agrees that: (a) under this Agreement, City is not committing itself or agreeing to enter into a DDA or undertake any exchange, sale, lease or other transfer of real property, any disposition of any real property interests to Developer, approve any land use entitlements or undertake any other acts or activities; (b) no provision of this Agreement shall be deemed to be an offer by City, nor an acceptance by City or any offer or proposal from Developer, for City to convey any estate or interest in the Site to Developer or for City to provide any financial or other assistance to Developer for development of the Project or the Site; (c) Developer has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from City; (d) further efforts by either Party to perform due diligence, arrange or obtain financing, or carry out other acts in contemplation of the possible acquisition, transfer or development of the Site or the Project shall not be deemed evidence of intent by either Party to be bound by any terms, conditions, covenants, restrictions or agreements relating to acquisition, transfer or development of the Site or the Project.

3. Negotiation Period.

3.1 Duration. The “**Negotiation Period**” shall begin on the Effective Date and shall expire at 5:00 p.m. Pacific Time on December 31, 2025, unless extended pursuant to Section 4 or earlier terminated pursuant to Section 3.2.

3.2 Termination. This Agreement shall terminate upon the earliest to occur of the following events: (a) the expiration of the Negotiation Period; or (b) the occurrence of an Event of Default under Section 13.1 of this Agreement, subject to all applicable notice and cure periods, unless such breach is expressly waived by the City; (c) mutual agreement of the Parties, or (d) entry into a DDA by both City and Developer.

4. Extension of Negotiation Period. The Negotiation Period may be extended by the mutual written agreement of the Parties. The Mayor, or Mayor's designee, may authorize and enter into agreements for up to two additional six (6) month extensions of the Negotiation Period (subject to the limitation in the immediate preceding sentence) and the limitation in Section 3.2, upon receipt of a written extension request and a written report from Developer stating in specific terms the efforts of Developer to date regarding the Project and the DDA and the anticipated steps to be undertaken in the extension period regarding the Project and the DDA. Prior to granting any such extension, the Mayor or Mayor's designee shall consider the efforts made by Developer under and pursuant to the terms and conditions of this Agreement and to negotiate in good faith regarding a future DDA with City for the Project.

5. DDA Provisions.

5.1 DDA Essential Terms and Conditions. It is anticipated that the DDA will include provisions addressing all of the following described subjects:



5.1.1 Site Control. The Site shall be purchased or leased pursuant to a long-term ground lease from the City by Developer, or Developer's permitted assignee. If the property is purchased, Ownership of the property will revert back to the City of North Bend based on a mutually-negotiated date.

5.1.2 DDA Schedule of Performance. A schedule of performance shall be attached to the DDA setting forth deadlines for various actions of Developer and City, respectively.

5.1.3 Scope of Development. The Project is anticipated to be substantially consistent with Developer's Proposal unless otherwise agreed to by the Parties.

5.1.4 Financing Plan. Developer will submit to the City Developer's plan for financing the construction and operation of the Project. Such financing plan shall, at a minimum, include an obligation of Developer to apply for federal tax credits, and such other financing as is necessary in Developer's reasonable discretion to finance the development and operation of the Project.

5.1.5 Developer Compliance with Laws. Developer shall comply with the requirements of all applicable City ordinances, resolutions, regulations or other laws or approvals in all aspects (planning, design, construction, management and occupancy) of developing and operating the Project on the Site.

6. License to Enter Site. City authorizes Developer, its contractors, agents and employees to enter the Site for the purpose of performing tests, surveys and inspections, and obtaining data necessary or appropriate to negotiate the DDA or perform investigations related to the Project; provided, however, Developer shall deliver prior written notice to City of any such entry and written evidence of Developer's satisfaction of all insurance requirements of this Agreement prior to entering the Site. In the case of invasive tests or sampling, City may impose such insurance, indemnification, guaranty and other requirements as City determines appropriate, in its reasonable discretion.

7. Costs and Expenses. All fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning or design activities, drawings, specifications or other activity or matter relating to the Site or the Project or negotiation or documentation of a future DDA that may be undertaken by Developer during the Negotiation Period, pursuant to or in reliance upon this Agreement or in Developer's discretion, regarding any matter relating to this Agreement, a future DDA, the Site or the Project, shall be the sole responsibility of and undertaken at the sole cost and expense of Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of or in reliance upon the City. Developer shall also pay all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City of any and all applications and other documents and information to be submitted to the City by Developer pursuant to this Agreement or otherwise associated with the Project or the Site. Notwithstanding the foregoing, if this Agreement is terminated by City through no fault of Developer, and Developer and City have not agreed to the terms of a DDA with respect to the

Site, the City shall reimburse Developer for the sum of any and all third-party predevelopment costs (defined as “environmental, geotechnical, civil engineering (including surveys), planning, design and architectural costs, or financial consultants charged to Developer by third-party non-affiliates”) incurred by Developer in connection with this Agreement and the Project for an amount not to exceed \$250,000.00 (Two hundred and fifty thousand dollars), which shall be paid to Developer within sixty (60) days of receipt by the City a properly documented and presented claim setting out in detail costs actually incurred, supported by invoices or equivalent documentation, and subject to reimbursement pursuant to this Section 7.

8. No City Approval. Nothing in this Agreement, nor any comments provided by City staff, nor any failure of City staff to provide comments to any submittal under or pursuant to this Agreement shall: (1) modify or replace any land use entitlement process of either the City applicable to the Project, (2) limit the police power land use jurisdiction of either the City relative to the Project, (3) constitute an approval of all or any portion of the Project by the City pursuant to the police power land use jurisdiction of either the City or (4) constitute any approval of all or any portion of a future DDA with Developer by the City.

9. City Due Diligence. City reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of Developer to purchase, lease, develop and operate the Site or the Project. Developer acknowledges that Developer may be requested to make certain financial disclosures to City, City staff, legal counsel or other consultants, as part of the financial due diligence investigations of City relating to the potential sale of the Site and development of the Project on the Site by Developer and that any such disclosures may become public records. City shall maintain the confidentiality of financial information of Developer to the extent allowed by law.

10. Indemnification/Hold Harmless

Related Northwest shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Related Northwest in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City shall defend, indemnify and hold Related Northwest, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Related Northwest.

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

11. Insurance

11.1 No Limitation. Developer's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of Developer to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

11.2 Minimum Scope of Insurance. Developer's required insurance shall be of the types and coverage as stated below:

11.2.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

11.2.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Developer's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

11.2.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

11.3 Minimum Amounts of Insurance. Developer shall maintain the following insurance limits:

11.3.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

11.3.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

11.4 City Full Availability of Contractor Limits. Developer's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

11.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

11.6 Verification of Coverage. Developer shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of Developer before commencement of the work. Upon request by the City, Developer shall furnish certified copies of

all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

11.7 Subcontractors' Insurance. Developer shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of Developer-provided insurance as set forth herein, except Developer shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. Developer shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

11.8 Notice of Cancellation. Developer shall provide the City with written notice of any policy cancellation within two business days of receipt of such notice.

12. Restrictions Against Change in Ownership, Management or Control of Developer; Assignment of Agreement.

12.1 Developer Assignment. City and Developer acknowledge and agree that City is entering into this Agreement with Developer on the basis of the particular experience, financial capacity, skills and capabilities of Developer. This Agreement is personal to Developer and is not assignable without the prior written consent of City, which may be given, withheld or conditioned in City's sole and absolute discretion.

12.1.1 Assignment to Project Partnership. Notwithstanding the foregoing, Developer may assign this Agreement, without City's consent, to a limited partnership in which Developer or its Affiliate (defined in Section 11.3) act as a general partner of such limited partnership, subject to all of the following conditions: (i) such limited partnership's sole purpose is development, ownership and operation of the Project on the Site; and (ii) such limited partnership expressly assumes all of the obligations of Developer under this Agreement in a written assumption agreement reasonably satisfactory to City. Notwithstanding any assignment of this Agreement, Developer, shall, at all times, be responsible and obligated directly to City for performance of Developer's obligations under this Agreement. For the purposes of this Agreement, the term "**Affiliate**" means any person, directly or indirectly, controlling or controlled by or under common control with Developer, whether by direct or indirect ownership of equity interests, by contract, or otherwise.

13. Default and City Remedies.

13.1 Developer's Default. The occurrence of any of the following shall constitute an "**Event of Default**" on the part of Developer under this Agreement:

13.1.1 Schedule of Performance. Failure of Developer to meet a performance milestone by the applicable date contained in the Schedule of Performance, if such failure is not cured within thirty (30) days after written notice of such failure.

13.1.2 Misrepresentation. Any material breach of any representation or warranty made by Developer in this Agreement that is not cured within thirty (30) days after written notice from City to Developer of such breach.

13.1.3 Unauthorized Assignment. Any assignment or attempted assignment by Developer in violation of Section 12 that is not cured within thirty (30) days after written notice from City to Developer of such breach.

13.1.4 Insurance. Failure of Developer to procure or maintain any of the insurance coverage required by this Agreement resulting in a lapse in required insurance coverage which lapse is not cured within ten (10) days after written notice of such breach from City to Developer.

13.1.5 City Remedies. If there is an Event of a Default by Developer, City may, in City's sole and absolute discretion, terminate this Agreement by delivering written notice of termination to Developer. Upon any such termination, neither Party shall have any further rights or obligations to the other under this Agreement, except obligations that expressly survive termination of this Agreement.

14. Developer Representations and Warranties. Developer represents, warrants and covenants to and for the benefit of City, as of the Effective Date and at all times during the Negotiation Period, as follows:

14.1 Valid Existence; Good Standing; Joint Venture Relationships. Developer is limited liability company duly organized, validly existing and in good standing under the laws of the State of California. Developer has all requisite power and authority to own its property and conduct its business as presently conducted.

14.2 Authority. Developer has all requisite power and authority to enter into and perform this Agreement.

14.3 No Limitation on Ability to Perform. Neither Developer's articles of incorporation nor any other organizational document regarding Developer in any way prohibits, limits or otherwise affects the right or power of Developer to enter into or perform this Agreement. Developer is not a party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument that could prohibit, limit or otherwise affect Developer's entry into or performance of this Agreement. To the best of Developer's knowledge, no consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person or entity is required for the due execution, delivery or performance by Developer of this Agreement or any of the terms or covenants contained in this Agreement. There is no pending or threatened suit or proceeding or undischarged judgment affecting Developer before any court, governmental agency, or arbitrator that might materially adversely affect the enforceability of this Agreement, the ability of Developer to perform the transactions contemplated by this Agreement or the business, operations, assets or condition of Developer.

14.4 Valid Execution. The execution and delivery of this Agreement by Developer have been duly and validly authorized by all necessary action of Developer and others. This Agreement will be a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms. Developer has provided to City a written resolution of Developer's Board of Directors authorizing Developer's entry into and performance of this Agreement.

15. Notices. A notice or communication under this Agreement by either Party to the other shall be sufficiently given or delivered, if in writing and delivered by messenger, overnight

air courier or registered or certified first class mail with return receipt requested (for U.S. mailings) to the appropriate Party at its address as follows:

In the case of a notice or communication to City:

City of North Bend  
c/o Community and Economic Development  
920 Cedar Falls Way  
North Bend, Washington 98045  
Attention: James Henderson

And in the case of a notice or communication sent to Developer:

Related/Northwest Development, LLC  
c/o Related Northwest  
208 SW 1st Ave, Suite 240  
Portland, Oregon 97204A  
Attention: Stef Kondor

With copy to:

The Related Companies of California, LLC  
44 Montgomery Street #1310  
San Francisco, California 94104  
Attention: Ann Silverberg

With a copy to:

Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, WA 98101  
Attention: Kate Mathews

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

16. General Provisions.

16.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both City and Developer.

16.2 Severability. If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response

to such invalidation would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the fundamental purposes of this Agreement. Without limiting the foregoing, in the event that any applicable federal or state law prevents or precludes compliance with any material term of this Agreement, the Parties shall promptly modify, amend or suspend this Agreement, or any portion of this Agreement, to the extent necessary to comply with such provisions in a manner which preserves to the greatest extent possible the benefits to each of the Parties to this Agreement. However, if such amendment, modification or suspension would deprive City or Developer of the substantial benefits derived from this Agreement or make performance unreasonably difficult or expensive, then the affected Party may terminate this Agreement upon written notice to the other Party. In the event of such termination, neither Party shall have any further rights or obligations under this Agreement except as otherwise provided herein.

16.3 Non-Waiver. No waiver made by either Party with respect to the performance, or manner or time of performance, or any obligation of the other Party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived, to the extent of such waiver, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

16.4 Non-Liability. No member, official, agent or employee of City will be personally liable to Developer, or any successor in interest (if and to the extent permitted under this Agreement), in an event of default by City or for any amount that may become due to Developer or successor or on any obligations under the terms of this Agreement. No director, officer, agent or employee of Developer will be personally liable to City in an event of default by Developer or for any amount that may become due to City or on any obligations under the terms of this Agreement.

16.5 Successors and Assigns; Third Party Beneficiary. This Agreement shall inure to the benefit of and bind the respective successors and assigns of City and Developer, subject to the limitations on assignment by Developer set forth in Section 12. This Agreement is for the exclusive benefit of the Parties to this Agreement and not for the benefit of any other person and shall not be deemed to have conferred any rights, express or implied, upon any other person.

16.6 Governing Law. City and Developer acknowledge and agree that this Agreement was negotiated, entered into and is to be fully performed in the City. City and Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the substantive and procedural laws of the State of Washington, without application of conflicts or choice of laws principles.

16.7 Compliance with Law. Developer acknowledges that any future DDA, if approved by City governing body, will require Developer (among other things) to carry out the development of the Project on the Site in conformity with all applicable laws, including all applicable building, planning and zoning laws, environmental laws, safety laws and federal and state labor and wage laws.

17. Interpretation of Agreement. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in

accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words “include” and “including” in this Agreement shall be construed to be followed by the words: “without limitation.” Each collective noun in this Agreement shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this Agreement includes the word “and.” Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time. Headings at the beginning of each section or sub-section of this Agreement are solely for the convenience of reference of City and Developer and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to this Agreement, unless otherwise specified.

17.1 Entire Agreement. This Agreement (including the attachments and exhibits) contains all of the representations of and the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the signed version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by either Party or any other person and no court or other body shall consider those drafts in interpreting this Agreement.

17.2 Time for Performance.

17.2.1 Expiration. All performance, expiration or termination dates (including cure dates) in this Agreement (including the attached Schedule of Performance) expire at 5:00 p.m., Pacific Time, on the specified date.

17.2.2 Weekends and Holidays. A date that falls on a Saturday, Sunday or City holiday is deemed extended to the next day on which the City is open for performance of general City functions with regular City personnel.

17.2.3 Days for Performance. All periods for performance specified in this Agreement in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this Agreement.

17.2.4 Time of the Essence. Time is of the essence with respect to each provision of this Agreement.

17.3 Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17.4 Approvals and Consents. Unless this Agreement otherwise expressly provides or unless applicable law requires otherwise, all approvals, consents or determinations to be made by or on behalf of (excluding amendments to this Agreement): (i) City under this Agreement shall be made by City’s City Administrator, who may require City governing body approval of any such matter; and (ii) Developer under this Agreement shall be made by Stephanie



Kondor or Ann Silverberg (“**Developer Representative**”) or such other employee or agent of Developer as Developer may designate by written notice to City to act as Developer Representative for a particular matter. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction is required of a Party pursuant to this Agreement, it shall not be unreasonably withheld, conditioned or delayed and any reasons for disapproval shall be stated in reasonable detail in writing. Approval by Developer or City of any act or request by the other shall not be deemed to waive or render unnecessary approval of any similar or subsequent acts or requests.

17.5 Survival. Notwithstanding anything to the contrary in this Agreement, each indemnity obligation under this Agreement shall survive expiration or termination of this Agreement. Further all other obligations under this Agreement that arise and were not satisfied before expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

17.6 Relationship of the Parties. The subject of this Agreement is a private development with neither Party acting as the agent of the other Party in any respect. None of the provisions in this Agreement shall be deemed to render City a partner in Developer’s business, or joint venturer or member in any joint enterprise with Developer.

**Signature Page  
TO  
EXCLUSIVE NEGOTIATION AGREEMENT**

IN WITNESS WHEREOF, City and Developer have signed and entered into this Agreement as of the Effective Date by and through the signatures of their respective authorized representative(s), as follow:

CITY OF NORTH BEND  
a public body, corporate and politic

By: \_\_\_\_\_

Its: Mary Miller, Mayor, City of North Bend

RELATED/NORTHWEST DEVELOPMENT, LLC, a California limited liability company

By: \_\_\_\_\_

Its: Ann Silverberg, President

**EXHIBIT "A"**  
**TO**  
**EXCLUSIVE NEGOTIATION AGREEMENT**

Legal Description of the Site

[Attached behind this cover page]

**EXHIBIT “B”  
TO  
EXCLUSIVE NEGOTIATION AGREEMENT**

Schedule of Performance




## City Council Agenda Bill

SUBJECT:		Agenda Date: April 1, 2025		AB25-033
<b>Motion Authorizing Contract with PH Consulting for Design of the Cedar Falls Way Pedestrian Improvement Project</b>		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: \$332,000 (Not to Exceed)		Public Works – Mark Rigos, P.E.		X
Fund Source: Transportation Impact Fees				
Timeline: Immediate				
<b>Attachments:</b> PH Consulting Work Scope and Fee, Vicinity Map				
<p><b>SUMMARY STATEMENT:</b></p> <p>The Cedar Falls Way (CFW) Pedestrian Improvement Capital Project (Project No. T-055) is a high-priority sidewalk gap transportation capital project listed in the City of North Bend's 2025-2030 6-Year Transportation Improvement Plan (TIP). CFW is a substantially trafficked arterial road connecting downtown North Bend to Exit 32. CFW functions as a pedestrian and vehicular corridor and it's important to provide pedestrians safe passage along this route. The proposed improvements include a south side sidewalk, south side bike lane, and intersection lighting. Additionally, curb, gutter and various storm drainage collection and conveyance improvements will be provided. The existing non-compliant curb ramps will be replaced with safer curb ramps that meet current North Bend Public Works Standards. All of these improvements will increase public safety for pedestrians and drivers using CFW from 436<sup>th</sup> Avenue to Maloney Grove Avenue.</p> <p>The City has selected PH Consulting (PH) to provide the engineering design. City staff have had past success with PH on sidewalk projects, as PH has provided a reasonable price for the high quality necessary to prepare the plans, specifications and estimates for a City capital project, while reducing the likelihood of change orders. City staff recommend proceeding with PH for the attached work scope and fee.</p>				
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.				
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed at the March 25, 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.				
<b>RECOMMENDED ACTION: MOTION to approve AB25-033, authorizing the Mayor to execute a contract with PH Consulting for design of the Cedar Falls Way Pedestrian Improvement Project, in a form and content approved by the City Attorney, in an amount not to exceed \$332,000.</b>				
<b>RECORD OF COUNCIL ACTION</b>				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
April 1, 2025				



# SCOPE OF WORK

**Project Name:** Cedar Falls Way Pedestrian Improvements  
**Client:** City of North Bend  
**Date:** March 14, 2025

## Introduction

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PH Consulting (“PH”) will provide professional engineering services for the design of pedestrian facilities and safety improvements along the south side of Cedar Falls Way (“CFW”) from Maloney Grove Ave southeast to 436<sup>th</sup> Ave SE. Major design elements are anticipated to include:

- 8-foot wide concrete sidewalk on the south side of CFW.
- Street lights at intersections and at ~200’ intervals along the sidewalk.
- Undergrounding overhead utility lines from the North Bend Cottages development to 436<sup>th</sup> Ave SE.
- Associated channelization and signage for pedestrian safety.
- Drainage collection, conveyance, and infiltration improvements.
- Fire hydrant replacement/relocation as necessary for the proposed improvements.

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

## Project Site Description

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PH’s understanding of the scope and project improvements is as follows:

- Design will include an 8-foot wide concrete sidewalk along approximately 5,000 lineal feet of roadway, located as far south as possible in the CFW ROW.
  - PH and the City will discuss the ultimate configuration for CFW relative to the City’s Table 4.1 Arterial/Cedar Falls Way Street Design Standards on page 4-8 of the North Bend Public Works Standards dated June 2018.
- The project will include curb & gutter with curb cuts to be installed at the edge of pavement.
  - The edge of pavement and curb & gutter locations are to be determined, either generally along the existing edge of pavement or removing pavement for a 5’ minimum bike lane south of the fog line.
  - Walls may be needed for portions of the project, and geotechnical input will be provided for design.
- Intersection street light design, including PSE coordination, and lights at ~200’ intervals along the sidewalk.
- The existing overhead utility lines from the North Bend Cottages development to 436<sup>th</sup> Ave SE will be placed underground in a joint utility trench (JUT).
- Associated channelization and signage for pedestrian safety.

- An infiltrating bioswale will be located between the curb & gutter and the proposed sidewalk.
  - Drainage will be collected through curb cuts, roadway/driveway culverts will also be installed to collect stormwater and convey it downstream to the existing storm drainage system as necessary.
- Existing fire hydrants (FH) on the west end of the project that are owned and operated by the City of North Bend will be replaced with new FHs and relocated as necessary for the proposed improvements. PH will coordinate with the City and Sallal Water District regarding the relocation of any Sallal owned FHs.

## Task Summary

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Task 001	Project Management	Task 007	60% Design
Task 002	Survey & Base Mapping	Task 008	90% Design
Task 003	Geotechnical Services	Task 009	Final Design
Task 004	Traffic Analysis	Task 010	Management Reserve
Task 005	Drainage Analysis	Expenses	
Task 006	30% Preliminary Design		

## Preliminary Project Schedule

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

Notice to Proceed ("NTP") .....	early April 2025
Survey .....	April 2025
Geotechnical Investigations.....	April 2025
Kick-off Meeting .....	mid April 2025
Alternatives Discussions .....	May 2025
30% Preliminary Design Submittal.....	late June 2025
Traffic Analysis .....	late June 2025
Project Walk-Through.....	July 2025
60% Design Submittal .....	August/September 2025
90% Design Submittal .....	October/November 2025
Final Design Submittal .....	January 2026
Bidding & Award .....	February 2026

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

## Scope of Work

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



## Task 001 Project Management

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

### ASSUMPTIONS & EXCLUSIONS

- Community Outreach/Engagement is not included in this scope.

## Task 002 Survey & Base Mapping

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

## Task 003 Geotechnical Services

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

## Task 004 Drainage Analysis

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This task will include the following:

- Initial site reconnaissance, information gathering, discussions with the City on existing conditions.
- Level 1 Downstream Drainage Analysis.
- Recommendations for the sidewalk drainage including infiltration swales, rain gardens, deep drainage pipes, infiltrating dry wells, and connections to the existing storm drainage system where feasible and/or necessary for overflow routing.

### ASSUMPTIONS & EXCLUSIONS

- The project will be exempt from flow control and water quality requirements.

### DELIVERABLES

- Level 1 Downstream Drainage Analysis per City requirements.
- Recommendations memo.

## Task 005 Traffic Analysis

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This task will include the following:

- Initial site reconnaissance, information gathering, discussions with the City on existing conditions.
- Corridor traffic safety analysis will include collision analysis, traffic data collection (speed/volume), sight distance analysis at intersections, and recommendations for improvements.

### DELIVERABLES

- Corridor Traffic Analysis incorporated into the 30% Technical Design Memorandum.

## Task 006 30% Preliminary Design

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Following the Kick-off meeting, the Consultant shall provide a 30% Preliminary Design to include a layout of all project elements included in the plan set. The 30% Preliminary package will include corridor traffic safety analysis, curb and sidewalk alignment, identifying potential wall locations and types, identifying any existing non-ADA-compliant ramps along the sidewalk route to be replaced, lighting, utility undergrounding, proposed FH replacement and/or relocation, and high-level recommended drainage improvements.

### ASSUMPTIONS & EXCLUSIONS

- The 30% Preliminary plans will include a cover sheet, general notes and legend, a Temporary Erosion & Sediment Control (TESC) plan sheet with City standard notes and details, roadway and storm drainage plan sheets for the proposed improvements, and City standard details as necessary.
- Sidewalk grading/profiles/typical sections, any necessary channelization and signage, Illumination details, ADA ramp details, wall details (if needed), and detailed drainage plans and profiles will be provided at the 60% Design stage.
- Lighting Design will include existing conditions evaluation, conceptual layout planning, and coordination with electric utility, including possible existing power pole removal/realignment.
- Joint Utility Trench from the North Bend Cottages to 436<sup>th</sup> Ave SE, including preliminary utility purveyor identification.
- FH replacement and/or relocation identification, including preliminary Sallal Water District coordination.
- The 30% Preliminary Design submittal will include a 30% cost estimate but will not include specifications.
- Plans will be prepared using City of North Bend AutoCAD Civil 3D standards.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review.

### DELIVERABLES

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

## Task 007 60% Design

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After City review of the 30% Preliminary Design, the City and the PH team will meet to discuss the City's review comments and conduct a project walk-through. PH will then proceed towards 60% Design. The 60% design will advance the 30% Preliminary Design to include sidewalk grading/profiles/grading cross-sections/typical sections, ADA ramp details, wall details (if needed), photometric analysis and Illumination design, utility undergrounding JUT layout, channelization and signage, detailed drainage plans and profiles, and FH replacement/relocation.

### ASSUMPTIONS & EXCLUSIONS

- Prior to the 60% Design stage, the City will provide the most current version of the front-end contract documents in Word format to PH.
- With the City leading the agreements and responsibilities, PH will coordinate with private utility purveyors for the undergrounding and JUT on the east end of the site.
- PH will coordinate with the City and Sallal Water District regarding the relocation of any Sallal owned FHs and whether this is included in these construction bid documents or to be completed separately by Sallal.
- PH will evaluate with the City on whether a separate bid schedule will be required for FH work.
- Full specifications will be prepared per WSDOT 2024 Specifications Manual with relevant WSDOT, APWA, Local, and project specific GSP's incorporated as needed.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

### DELIVERABLES

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

## Task 008 90% Design

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

### ASSUMPTIONS & EXCLUSIONS

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

**DELIVERABLES**

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

## **Task 009 Final Design**

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

**DELIVERABLES**

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

## **Task 010 Management Reserve**

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

## **Expenses**

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

## General Assumptions and Notes

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

## City of North Bend's Cedar Falls Way Pedestrian Improvements

PH Consulting Staff Category	Hours	Rate	Cost
Principal	72	\$ 265.00	\$ 19,080.00
Senior Project Manager	192	\$ 260.00	\$ 49,920.00
Senior Traffic Engineer	80	\$ 210.00	\$ 16,800.00
Senior Project Engineer	394	\$ 210.00	\$ 82,740.00
CAD Designer III	286	\$ 175.00	\$ 50,050.00
Associate Engineer	108	\$ 165.00	\$ 17,820.00
Office Administrator	24	\$ 125.00	\$ 3,000.00
Total Hours	1,156		\$ 239,410.00

**Direct Fees** \$ **239,410.00**

**Subconsultants**

ATWELL (Survey & Base Mapping) \$ 38,148.00

AESI (Geotechnical Services) \$ 37,950.00

**Sub-Total Subconsultants (Including 10% Mark-up)** \$ **76,098.00**

**Management Reserve (~5% of Direct Fees & Subconsultants)** \$ **15,800.00**

**Subtotal \$ 331,308.00**

**Direct Expenses**

	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2023 Mileage Rates	1	\$ 0.70	\$ 692.00

**Sub-Total Direct Expenses** \$ **692.00**

**Total Fee \$ 332,000.00**

## City of North Bend's Cedar Falls Way Pedestrian Improvements

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Senior Project Engineer	CAD Designer III	Associate Engineer	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 265.00	\$ 260.00	\$ 210.00	\$ 210.00	\$ 175.00	\$ 165.00	\$ 125.00			
<b>001 PROJECT MANAGEMENT</b>											
	Project Coordination	4	24		12			2	42		\$ 10,070.00
	Project Monitoring & Invoicing		4					8	12		\$ 2,040.00
	Project Team Meetings	12	16	8	16	12	12		76		\$ 16,460.00
	Subconsultant Management	2	8		6			4	20		\$ 4,370.00
	Task 001 Total Hours	18	52	8	34	12	12	14	150		
	Subtotal Task 001	\$ 4,770.00	\$ 13,520.00	\$ 1,680.00	\$ 7,140.00	\$ 2,100.00	\$ 1,980.00	\$ 1,750.00		\$ 32,940.00	\$ 32,940.00
<b>002 SURVEY &amp; BASE MAPPING (ATWELL)</b>											
	CFW Corridor Survey									\$ 38,148.00	\$ 38,148.00
	Note: This Task includes 10% Markup										
	Subtotal Task 002									\$ 38,148.00	\$ 38,148.00
<b>003 GEOTECHNICAL SERVICES (AESI)</b>											
	CFW Geotechnical Services									\$ 37,950.00	\$ 37,950.00
	Note: This Task includes 10% Markup										
	Subtotal Task 003									\$ 37,950.00	\$ 37,950.00
<b>004 DRAINAGE ANALYSIS</b>											
	Site Recon		4		8				12		\$ 2,720.00
	Drainage Analysis		8		24	8			40		\$ 8,520.00
	Technical Memo	2	4		20	8			34		\$ 7,170.00
	Task 004 Total Hours	2	16	0	52	16	0	0	86		
	Subtotal Task 004	\$ 530.00	\$ 4,160.00	\$ -	\$ 10,920.00	\$ 2,800.00	\$ -	\$ -		\$ 18,410.00	\$ 18,410.00
<b>005 TRAFFIC ANALYSIS</b>											
	Corridor Traffic Safety Analysis	4	2	12	16		16		50		\$ 10,100.00
	Task 005 Total Hours	4	2	12	16	0	16	0	50		
	Subtotal Task 005	\$ 1,060.00	\$ 520.00	\$ 2,520.00	\$ 3,360.00	\$ -	\$ 2,640.00	\$ -		\$ 10,100.00	\$ 10,100.00
<b>006 30% PRELIMINARY DESIGN</b>											
	Alternatives Discussion & Layouts	4	8	4	16	16	4		52		\$ 10,800.00
	Initial Lighting Layout/Coordination	2		8	16	4			30		\$ 6,270.00
	UG Overhead Line & Coordination	4	4		16	8		2	34		\$ 7,110.00
	Fire Hydrants & Sallai Coordination		4		8	4			16		\$ 3,420.00
	Plans	8	20	8	36	60	24		156		\$ 31,020.00
	Preliminary Estimate	2	8	4	16	4		2	36		\$ 7,760.00
	Task 006 Total Hours	20	44	24	108	96	28	4	324		
	Subtotal Task 006	\$ 5,300.00	\$ 11,440.00	\$ 5,040.00	\$ 22,680.00	\$ 16,800.00	\$ 4,620.00	\$ 500.00		\$ 66,380.00	\$ 66,380.00
<b>007 60% DESIGN</b>											
	Project Walk-Through	6	6		8	4			24		\$ 5,530.00
	Photometrics/Lighting Design	2		8	4	24			38		\$ 7,250.00
	Plans	8	20	8	36	60	24		156		\$ 31,020.00
	Specifications		8	2	24			2	36		\$ 7,790.00
	Estimate		4	2	12	2	2		22		\$ 4,660.00
	Task 007 Total Hours	16	38	20	84	90	26	2	276		
	Subtotal Task 007	\$ 4,240.00	\$ 9,880.00	\$ 4,200.00	\$ 17,640.00	\$ 15,750.00	\$ 4,290.00	\$ 250.00		\$ 56,250.00	\$ 56,250.00
<b>008 90% DESIGN</b>											
	Plans	6	16	4	40	44	16		126		\$ 25,330.00
	Specifications		4	2	12			2	20		\$ 4,230.00
	Estimate		4	2	8	2	2		18		\$ 3,820.00
	Task 008 Total Hours	6	24	8	60	46	18	2	164		
	Subtotal Task 008	\$ 1,590.00	\$ 6,240.00	\$ 1,680.00	\$ 12,600.00	\$ 8,050.00	\$ 2,970.00	\$ 250.00		\$ 33,380.00	\$ 33,380.00
<b>009 FINAL DESIGN</b>											
	Plans	4	12	4	24	24	8		76		\$ 15,580.00
	Specifications	1	2	2	8			2	15		\$ 3,135.00
	Estimate	1	2	2	8	2			15		\$ 3,235.00
	Task 009 Total Hours	6	16	8	40	26	8	2	106		
	Subtotal Task 009	\$ 1,590.00	\$ 4,160.00	\$ 1,680.00	\$ 8,400.00	\$ 4,550.00	\$ 1,320.00	\$ 250.00		\$ 21,950.00	\$ 21,950.00
<b>010 MANAGEMENT RESERVE</b>											
	5% of Tasks 001 - 009									\$ 15,800.00	
	Subtotal Task 010									\$ 15,800.00	
<b>Expenses</b>											
	Total Estimated Expenses									\$ 692.00	
<b>PH TOTAL HOURS</b>											
	PH TOTAL HOURS	72	192	80	394	286	108	24	1,156		
	TOTAL ALL TASKS	\$ 19,080.00	\$ 49,920.00	\$ 16,800.00	\$ 82,740.00	\$ 50,050.00	\$ 17,820.00	\$ 3,000.00		\$ 239,410.00	\$ 332,000.00

# CITY OF NORTH BEND Council Packet April 1, 2025

## CEDAR FALLS WAY PEDESTRIAN IMPROVEMENTS

### ATWELL SURVEY SCOPE & FEE

#### TASK 03: TOPOGRAPHIC SURVEY:

- Prepare 2' contour topographic survey of SE Cedar Falls Way from Maloney Grove Rd southeast to 436<sup>th</sup> Ave SE. Approximately 5,000 lineal feet of roadway
- Lateral limits of mapping will be centerline stripe south to the south edge of the right-of-way.
- At public road intersections on the south side of Cedar Falls Way (Laforest Dr., Salish Ave, Symmons Pl.) mapping will be carried out to about 100' south of the intersection to assist in designing ADA ramps at the intersections.
- At public road intersections on the north side of Cedar Falls Way (Little Si Ave, Haystack Ave) the full width of Cedar Falls Way will be mapped to assist in possible pedestrian crossing design.
- All improvements will be mapped, including street signs and their messaging.
- Sewer and storm structures invert elevations will be obtained. If accessible the next structure beyond the lateral limits will be shown.
- All utilities as evidenced by surface features, or paint marks will be shown.
- Overhead power and comm lines will be shown, but elevations of lines will not be obtained.
- Includes location of significant trees within the mapping limits per City of North Bend code (15" evergreen, 12" deciduous except red alder, holly, poplar, cottonwood).
- Right-of-way lines will be calculated from record drawings, no deed research will be conducted to determine if actual right-of-way limits if different than shown on readily available recorded maps.
- Lateral property lines(property lines between owners adjacent to the public right-of-way) will be shown in their approximate location as determined by King County GIS or assessors map information
- Topographic survey to be on the following horizontal and vertical datums:
  - Horizontal datum to be NAD83/2011-Epoch 2010
  - Vertical datum to be NAVD 88

**FEE: \$25,000**

#### 12 UNDERGROUND UTILITY LOCATES

##### **This task includes:**

- Coordinate underground utility locates by 3rd party locators.
- Includes fees for locates

**Fee: \$9,680.00**





associated  
earth sciences  
incorporated

December 19, 2024

Project No. 20240291E001

**CONTRACT AGREEMENT TO ENGAGE THE SERVICES OF  
ASSOCIATED EARTH SCIENCES, INC.  
AS A CONSULTANT AND ADVISOR**

**This agreement has been entered into at**

Associated Earth Sciences, Inc.  
911 5<sup>th</sup> Avenue  
Kirkland, Washington 98033

**on this 19<sup>th</sup> day of December 2024 between**

**Client:** PH Consulting, LLC  
5510 15<sup>th</sup> Street East  
Fife, Washington 98424

**Attention:** Ken Lauzen

**Subject:** Geotechnical Assessment and Recommendations  
Cedar Falls Way Pedestrian Improvements  
North Bend, Washington

**hereinafter referred to as “Client,” and Associated Earth Sciences, Inc. (AESI), hereinafter referred to as “Geotechnical Consultant,” for mutual consideration as hereinafter set forth:**

**1.0 The description and location of the project on which the Client contracts the Geotechnical Consultant's services are:**

The project proposes improvements along Cedar Falls Way in North Bend, Washington. The project alignment stretches from Maloney Grove Avenue SE to 436<sup>th</sup> Avenue SE, a distance of approximately 5,000 feet. This section of Cedar Falls Way is a two-laned road that generally fronts residential properties and has wide shoulders and open grass-surfaced strips adjacent to the shoulders. The road itself is supported by a subgrade that is raised several feet above the surrounding grade on either side of the road. The proposed improvements will include new sidewalk, curb and gutter, and lighting on the south side of Cedar Falls Way. The project also proposes to infiltrate stormwater.

**2.0 Geotechnical Consultant agrees to provide the following services:**

Subsurface exploration for this study includes the completion of vacuum truck-assisted hand-auger explorations, in the grass-surfaced area adjacent to the shoulder of Cedar Falls Way.

## Utility Locating

Before performing any subsurface exploration work, we will make a one-call utility locate request to mark publicly-owned on-site utilities. It should be noted that any privately-owned underground utilities at the site will not be marked by the public locating service. For this reason, we will also hire a private utility locating service to supplement the public locate. Private utility locating services are able to mark electrically conductive utilities, such as power lines, steel water and gas lines, and plastic pipes with clearly visible trace wires.

Even private utility locators are not able to mark non-conductive utilities, such as plastic water and sewer lines, plastic irrigation and drainpipes, plastic gas lines, fiber optic cables, and concrete drainpipes. The only way to locate non-conductive privately-owned utilities is by the use of accurate and complete as-built drawings. We request that AESI be provided with as-built plans or other information regarding existing pipes, underground storage tanks (USTs), and/or vaults. This information will greatly reduce—but not necessarily eliminate—the likelihood of damage. We will not be responsible for damage to buried utilities that are not marked on the ground prior to our work, or not shown on as-built plans provided to us.

## Vacuum Truck-Assisted Hand Explorations

We propose to complete vacuum truck-assisted hand explorations in the grass-surfaced shoulder area along the project alignment. We will complete up to 10 explorations advanced to depths up to 10 feet below the surface or the depth obtained within 30 minutes at each location. Our cost estimate includes one day of vacuum truck rental. We will use hand tools to obtain soil samples at 2.5- to 5-foot intervals. This method of exploration is preferred for these sites because it reduces the risk of damaging underground utilities compared to conventional drilling or digging pits, and can be advanced through the anticipated gravelly soil conditions, compared to only using hand tools.

## Laboratory Testing

Selected soil samples from our explorations will be submitted to our in-house geotechnical laboratory for testing. Our scope of work will include six grain-size (sieve) tests. The test results will allow for preliminary characterization of the soil potential for reuse as structural fill and to assess the permeability of the soil.

## Analysis and Reporting

Upon completion of our field exploration and laboratory testing programs, we will provide a report that presents our various findings, conclusions, and recommendations regarding shallow infiltration feasibility and geotechnical recommendations for design and construction of the improvements. Specific items to be addressed in our report will include the following:

- Project and site description, including site plan showing locations of explorations;
- Summary of geologic, soil, and groundwater conditions, including interpretive logs of our exploration borings;

- A summary of mapped and readily available geological data for the project alignment and immediate vicinity;
- Laboratory testing results;
- A discussion on the permeability of the sediments and potential performance of an infiltration swale;
- Structural fill recommendations, including suitability of site materials for reuse in structural fill applications;
- Site preparation;
- Subgrade recommendations for sidewalks and curb;
- Pavement and pavement subgrade recommendations;
- Discussion of nearby geologically critical areas, if applicable; and
- Recommendations for further study, if required.

### **Excluded Items**

This scope of work does not include costs for the following:

- Pilot Infiltration Tests.
- Costs associated with obtaining a ROW permit or the permit fee. We have assumed that PH Consulting will coordinate ROW permit requirements with the City of North Bend.

We can add these items to our scope of work upon request.

**3.0 Client confirms that the Geotechnical Consultant has explained the full range of services it offers and the manner in which these services could be applied to this project. Client also confirms that they understand the value and benefit of these services and have of their own accord decided upon those identified in paragraph 2.0 above. Client agrees to hold the Geotechnical Consultant harmless for claims of any kind that may arise from any source due to the Geotechnical Consultant's failure to provide services that Client has specifically not included in the list of services identified in paragraph 2.0 above. Client further agrees to indemnify the Geotechnical Consultant for the cost of defending any such claims and any awards or settlements resulting therefrom.**

**4.0 The Client accepts that all services are provided in accordance with the attached Schedule of Charges and General Conditions, which are made a part of this contract by reference. Client further agrees to compensate the Geotechnical Consultant for their services, and to reimburse the Geotechnical Consultant for expenses incurred on Client's behalf as follows:**

Our work will be conducted on a time and materials basis in accordance with the attached Schedule of Charges and General Conditions. We have provided our cost estimate below.





Cedar Falls Way from  
Maloney Grove to 436th

# King County iMap



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Date: 2/12/2025

Notes:



King County







## City Council Agenda Bill

SUBJECT:	Agenda Date: April 1, 2025 AB25-034	
<b>Motion Authorizing Contract with PH Consulting for Ballarat Ave. Parking Project</b>	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: \$93,000 (Not to Exceed)	Finance – Martin Chaw	
Fund Source: 90% Park Impact Fee and 10% Water Capital Fund	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
<b>Attachments:</b> PH Consulting Work Scope and Fee, Vicinity Map		

### SUMMARY STATEMENT:

The City of North Bend has an interest in improving the short, dead-end street segment of Ballarat Avenue so that it can be used for parking by residents and visitors to access nearby Taylor Park and/or Si View MPD Park. New parking stalls can also be used by employees and customers of downtown businesses as this street is less than 200 feet away from McClellan Alley. Additionally, the lighting of this street can be improved. In the existing condition, the dead-end street of Ballarat Avenue as accessed from Park Street is not performing at its highest and best use. The street is narrow with pavement cracks and potholes in the gravel shoulders of the road. Additionally, the street lacks storm drainage collection and conveyance systems and the type of underground watermain is outdated. Although there is an informal parking shoulder, there are hazardous vertical gaps between the gravel, pavement and potholes. Three existing homes abut this road that terminates into Taylor Park and each home's driveway will be accounted for in the design of this project. This project will also improve the poor pavement condition of Ballarat Avenue.

One of the primary takeaways from the City's February 2025 Open House for the nearby (250 feet away) Ballarat Plaza (BP) project, was the concern that the BP project removed parking stalls adjacent to North Bend Bar and Grill and the backside of the Shell gas station. Ten stalls need to be removed in order to accommodate the BP project. To mitigate that loss, it's reasonable for the City to propose new parking stalls elsewhere and nearby. The dead-end street of Ballarat Avenue is an excellent choice.

The City has met with PH Consulting (PH) for this proposed parking lot project, and PH has provided the attached Work Scope and Fee. The engineering for this project can be completed in 2025. It's possible the project can be advertised and constructed later in 2025 or early 2026. This project would include a sidewalk adjacent to the new parking stalls and would connect with one of the existing paved walkways in Taylor Park. The new parking stalls will be striped and include 1-2 ADA stalls. It's estimated the project will result in 20-25 parking stalls which would represent a net increase of 10-15 stalls in the area.

This project also replaces an aging asbestos watermain with a new ductile iron watermain.

The City has sufficient available funds to design and construct this project using a ratio of 90% Park Impact Fees (PIF) and 10% from the City's Water Capital Fund. This project can utilize Park Impact Fees because this project will support park users at Taylor Park, Si View MPD Park and the new Ballarat Plaza. Additionally, the improvements to Taylor Park Improvements are included in the City's Parks Capital Facilities Plan. The current balance of the City's PIF is approx. \$2 million. The project includes a watermain replacement, so 10% of the project cost can be paid for using the City's Water Capital Fund.

The project location is shown on the attached Vicinity Map. City staff recommend proceeding with PH Consulting for the attached work scope and fee.

## 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 March 25 <sup>th</sup> , 2025 Transportation and Public Works Committee meeting and was recommended for approval and placement on the Main Agenda for discussion.		
RECOMMENDED ACTION: <b>MOTION to approve AB25-034, authorizing the Mayor to execute an contract with PH Consulting for the Ballarat Ave Parking Project, in a form and content approved by the City Attorney, in an amount not to exceed \$93,000.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 1, 2025		



# SCOPE OF WORK

**Project Name:** Ballarat Parking  
**Client:** City of North Bend  
**Date:** March 19, 2025

## Introduction

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PH Consulting (“PH”) will provide professional engineering services for the design of improvements on Ballarat Ave S between E Park St and the North Bend Rail Trail/E McClellan St. The primary purpose of this improvement project is to improve this dead-end roadway while adding parking on both sides of the street. The design intent is to maximize the number of parking stalls within the right-of-way (“ROW”) while accommodating driveways for adjacent properties and meeting City design standards. Other design elements will include:

- Improving the pavement condition.
- Improved street lighting.
- Sidewalks and ADA facilities to improve pedestrian safety and provide connectivity to Taylor Park.
- Drainage collection, conveyance, and infiltration improvements.
- Water main replacement connecting to E Park St and the north end of the Ballarat Ave S ROW.
- Providing a sewer stub to 214 E Ballarat Ave S within the ROW.

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

## Project Site Description

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PH’s understanding of the scope and project improvements is as follows:

- The ROW of Ballarat Ave S north of E Park St is approximately 60’ wide by ~195-200’ long.
  - The existing roadway is in poor condition with no defined lanes or parking stalls, poor drainage with no apparent collection system, and overgrown vegetation on the west side of the corridor.
  - Driveways to 3 properties (214, 226, and 304 Ballarat Ave S) need to be accommodated.
- The proposed design will include parking stalls on both sides of the street as feasible, including at least one ADA stall, landscape islands, and a turnaround per City standards.
  - Stalls may be angled, head in, or parallel depending on space constraints.
  - Parking pavement will extend to the north edge of Ballarat Ave S ROW.
- Pedestrian walkways will be provided to connect to both E Park St and the North Bend Rail Trail.
- Drainage collection and conveyance will be incorporated.
  - If infiltration is possible, the project design will incorporate this.
- Street lighting is desired, and PH will coordinate with PSE on improving the existing system.

## Task Summary

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Task 001	Project Management	Task 005	50% Preliminary Design
Task 002	Survey & Base Mapping	Task 006	90% Design
Task 003	Geotechnical Services	Task 007	Final Design
Task 004	Stormwater TIR	Expenses	

## Preliminary Project Schedule

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

Notice to Proceed ("NTP") .....	early April 2025
Survey .....	April 2025
Geotechnical Investigations .....	April 2025
Kick-off Meeting .....	April 2025
Storm Drainage Analysis .....	May 2025
50% Preliminary Design Submittal .....	early June 2025
Project Walk-Through .....	June 2025
90% Design Submittal .....	early August 2025
Final Design Submittal .....	mid September 2025
Bidding & Award .....	October 2025

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

## Scope of Work

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

## Task 001 Project Management

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

### ASSUMPTIONS & EXCLUSIONS

- Community Outreach/Engagement is not included in this scope.

## Task 002 Survey & Base Mapping

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

## Task 003 Geotechnical Services

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

## Task 004 Stormwater TIR

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PH (or an approved subconsultant) will prepare a storm drainage report (TIR) per 2021 King County Surface Water Design Manual (KCSWDM) and the current approved City of North Bend standards. Items under this task include:

- Summary / Project description
- Level 1 downstream analysis - downstream description of drainage for ¼ mile done through desktop review.
- Existing and Developed Conditions exhibits.
- Flow Control exemption calculations per 2021 KCSWDM and applicable North Bend standards.
- BMP Feasibility Analysis.
- Stormwater Conveyance Analysis and Calculations.

### ASSUMPTIONS & EXCLUSIONS

- Stormwater analysis, existing conditions and proposed design based on Ballarat Ave S ROW north of E Park St only.
- Stormwater analysis includes two iterations of analysis to align with the 50% and 90% submittals. Full TIR will be submitted to the City at 90% for review.
- The project is assumed to require a water quality treatment facility, and per initial City direction, this will be via a Storm Filter and then infiltrated as allowed.
- No flow control facility will be required.
- If the City requires a more detailed downstream analysis or if flow control is required, adjustment to fees will be necessary.

### DELIVERABLES

- TIR with a Downstream Drainage Analysis included.

## Task 005 50% Preliminary Design

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Following the Kick-off meeting, PH will work with the City on an informal preliminary layout phase for layout iterations, including parking locations, north end project limits and turnaround type, and preliminary grading and approximate storm drainage layout.

Upon completion of this phase, PH shall provide a 50% Preliminary Design to include a layout of all project elements included in the plan set. The 50% Preliminary package will include parking lot layout, turnaround configuration, curb and sidewalk alignment, lighting, and high-level recommended drainage improvements.

### ASSUMPTIONS & EXCLUSIONS

- The 50% Preliminary plans will include a cover sheet, general notes and legend, a Temporary Erosion & Sediment Control (TESC) plan sheet with City standard notes and details, roadway and storm drainage plan sheets for the proposed improvements, and City standard details as necessary.
- Sidewalk grading/profiles/typical sections, any necessary channelization and signage, Illumination details, ADA ramp details, and detailed drainage plans and profiles will be provided at the 90% Design stage.
- Lighting Design will include existing conditions evaluation, conceptual layout planning, and coordination with electric utility, including possible existing power pole removal/realignment.
- The 50% Preliminary Design submittal will include a 50% cost estimate and 50% specifications.
- Plans will be prepared using City of North Bend AutoCAD Civil 3D standards.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review.

### DELIVERABLES

- 50% Preliminary plans will be provided electronically as PDFs.
- 50% Design specifications will be provided electronically as PDF and in MS Word.
- 50% Preliminary estimate will be provided electronically as PDF and in MS Excel.
- 50% Technical Design Memorandum will be provided electronically as PDF and in MS Word.

## Task 006 90% Design

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After City review of the 50% Preliminary Design, the City and the PH team will meet to discuss the City's review comments and conduct a project walk-through. PH will then proceed towards 90% Design. The 90% design will advance the 50% Preliminary Design to include sidewalk grading/profiles/grading cross-sections/typical sections, ADA ramp details, photometric analysis and Illumination design, channelization and signage, and detailed drainage plans and profiles.

### ASSUMPTIONS & EXCLUSIONS

- Prior to the 90% Design stage, the City will provide the most current version of the front-end contract documents in Word format to PH.
- Full specifications will be prepared per WSDOT 2024 Specifications Manual with relevant WSDOT, APWA, Local, and project specific GSP's incorporated as needed.
- The City will compile all city comments into one redline plan set and/or one comprehensive comment excel spreadsheet list and provide to PH for review at each design stage.

### DELIVERABLES

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

## Task 007 Final Design

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

### DELIVERABLES

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

## Expenses

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

## General Assumptions and Notes

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- Scope and fees outlined above are based on the following:
  - a. Phone calls and emails with the City in February/March 2025.
  - b. NB WHT Masterplan PDF exhibit.
  - c. Site visits in March 2025.
- The following items are not included in this scope of work:
  - a. Environmental permitting.
  - b. Structural engineering plans.
  - c. ROW services.
  - d. Gas or Sewer system design.
  - e. Storm drainage flow control design.
  - f. Public outreach.
- The City will provide available information, including City utility as-builts and GIS information, capital project design plans, and adjacent development project as-builts.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed to the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.

EXHIBIT B

**CONSULTANT FEES**      Council Packet April 1, 2025  
**City of North Bend's Ballarat Parking Project**

PH Consulting Staff Category	Hours	Rate	Cost
Principal	16	\$ 265.00	\$ 4,240.00
Senior Project Manager	64	\$ 260.00	\$ 16,640.00
Senior Traffic Engineer	4	\$ 220.00	\$ 880.00
Senior Project Engineer	90	\$ 210.00	\$ 18,900.00
CAD Designer III	100	\$ 175.00	\$ 17,500.00
Associate Engineer	82	\$ 150.00	\$ 12,300.00
Office Administrator	6	\$ 125.00	\$ 750.00
<b>Total Hours</b>	<b>362</b>		<b>\$ 71,210.00</b>

**Direct Fees** **\$ 71,210.00**

**Subconsultants**

ATWELL (Survey & Base Mapping) \$ 7,700.00

AESI (Geotechnical Services) \$ 13,860.00

**Sub-Total Subconsultants (Including 10% Mark-up)** **\$ 21,560.00**

~~Management Reserve (~5% of Direct Fees & Subconsultants)~~

~~\$~~

**Subtotal \$ 92,770.00**

**Direct Expenses**

Reproduction Costs

	Unit	Cost	Total
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2023 Mileage Rates	1	\$ 0.70	\$ 230.00

**Sub-Total Direct Expenses** **\$ 230.00**

**Total Fee** **\$ 93,000.00**

EXHIBIT B

# CONSULTANT FEES      Council Packet April 1, 2025

## City of North Bend's Ballarat Parking Project

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Senior Project Engineer	CAD Designer III	Associate Engineer	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 265.00	\$ 260.00	\$ 220.00	\$ 210.00	\$ 175.00	\$ 150.00	\$ 125.00			
<b>001 PROJECT MANAGEMENT</b>											
	Project Coordination	2	8		4			2	16		\$ 3,700.00
	Project Monitoring & Invoicing		2					2	4		\$ 770.00
	Project Team Meetings	2	4		4				10		\$ 2,410.00
	Subconsultant Management		2		2			2	6		\$ 1,190.00
	Task 001 Total Hours	4	16	0	10	0	0	6	36		
	Subtotal Task 001	\$ 1,060.00	\$ 4,160.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ 750.00		\$ 8,070.00	\$ 8,070.00
<b>002 SURVEY &amp; BASE MAPPING (ATWELL)</b>											
	Ballarat Survey									\$ 7,700.00	\$ 7,700.00
	Note: This Task includes 10% Markup										
	Subtotal Task 002									\$ 7,700.00	\$ 7,700.00
<b>003 GEOTECHNICAL SERVICES (AESI)</b>											
	Ballarat Geotechnical Services									\$ 13,860.00	\$ 13,860.00
	Note: This Task includes 10% Markup										
	Subtotal Task 003									\$ 13,860.00	\$ 13,860.00
<b>004 Stormwater TIR</b>											
	Site Visit and Downstream Analysis				4		8		12		\$ 2,040.00
	Water Quality Analysis and Selection		1		6		4		11		\$ 2,120.00
	Draft TIR – 50% Submittal				4		8		12		\$ 2,040.00
	Draft TIR – 90% Submittal				2		4		6		\$ 1,020.00
	Final TIR		1		1		4		6		\$ 1,070.00
	Preliminary Estimate				1		4		5		\$ 810.00
	Task 004 Total Hours	0	2	0	18	0	32	0	52		
	Subtotal Task 004	\$ -	\$ 520.00	\$ -	\$ 3,780.00	\$ -	\$ 4,800.00	\$ -		\$ 9,100.00	\$ 9,100.00
<b>005 50% DESIGN</b>											
	Preliminary Layouts	2	8		4	12			26		\$ 5,550.00
	PSE & OH Utility Coordination	2	2		4	2	8		18		\$ 3,440.00
	Photometrics	2		4		8			14		\$ 2,810.00
	Plans	2	8		12	28	4		54		\$ 10,630.00
	Specifications				4		8		12		\$ 2,040.00
	Estimate		2		4	2	8		16		\$ 2,910.00
	Task 005 Total Hours	8	20	4	28	52	28	0	140		
	Subtotal Task 005	\$ 2,120.00	\$ 5,200.00	\$ 880.00	\$ 5,880.00	\$ 9,100.00	\$ 4,200.00	\$ -		\$ 27,380.00	\$ 27,380.00
<b>006 90% DESIGN</b>											
	Plans	2	14		12	28	4		60		\$ 12,190.00
	Specifications		1		2		6		9		\$ 1,580.00
	Estimate		1		4	2	4		11		\$ 2,050.00
	Task 006 Total Hours	2	16	0	18	30	14	0	80		
	Subtotal Task 006	\$ 530.00	\$ 4,160.00	\$ -	\$ 3,780.00	\$ 5,250.00	\$ 2,100.00	\$ -		\$ 15,820.00	\$ 15,820.00
<b>007 FINAL DESIGN</b>											
	Plans	2	8		12	16			38		\$ 7,930.00
	Specifications		1		2		4		7		\$ 1,280.00
	Estimate		1		2	2	4		9		\$ 1,630.00
	Task 007 Total Hours	2	10	0	16	18	8	0	54		
	Subtotal Task 007	\$ 530.00	\$ 2,600.00	\$ -	\$ 3,360.00	\$ 3,150.00	\$ 1,200.00	\$ -		\$ 10,840.00	\$ 10,840.00
<b>Expenses</b>											
	Total Estimated Expenses										\$ 230.00
<b>PH TOTAL HOURS</b>											
	PH TOTAL HOURS	16	64	4	90	100	82	6	362		
	TOTAL ALL TASKS	\$ 4,240.00	\$ 16,640.00	\$ 880.00	\$ 18,900.00	\$ 17,500.00	\$ 12,300.00	\$ 750.00		\$ 71,210.00	\$ 93,000.00



## EXHIBIT C

### SCOPE OF WORK FOR BALLARAT PARKING

Based upon our understanding of project requirements and discussions with you we have developed the following scope of services:

#### **03 TOPOGRAPHIC SURVEY**

##### **This task includes:**

- Prepare 1' contour topographic survey of Ballarat Ave S., E. Park St and the Si View Park District property adjacent to Ballarat Ave S.
- Full width of Ballarat Ave. S. from E. Park St. north to the end of the roadway in William Henry Taylor Park. Includes overlap into adjoining properties 20' if possible.
- Full width of E. Park St. from about 50' east of the intersection with Ballarat Ave. S. to the western boundary of the Si View Park District property. Includes overlap into adjacent properties 20' if possible.
- All of tax parcel 3734900005 (Si View Park District property).
- All improvements will be mapped, including street signs and their messaging.
- Sewer and storm structures invert elevations will be obtained, to the next structure beyond the noted mapping limits. .
- All utilities as evidenced by surface features, or paint marks will be shown.
- Overhead power and comm lines will be shown, but elevations of lines will not be obtained.
- Includes location of significant trees within the mapping limits per City of North Bend code (15" evergreen, 12" deciduous except red alder, holly, poplar, cottonwood).
- Right-of-way lines will be calculated from record drawings, no deed research will be conducted to determine if actual right-of-way limits if different than shown on readily available recorded maps.
- Lateral property lines(property lines between owners adjacent to the public right-of-way) will be shown in their approximate location as determined by King County GIS or assessors map information
- Topographic survey to be on the following horizontal and vertical datums:
  - Horizontal datum to be NAD83/2011-Epoch 2010
  - Vertical datum to be NAVD 88

**Fee: \$6,000**

#### **12 UNDERGROUND UTILITY LOCATES**

##### **This task includes:**

- Coordinate underground utility locates by 3rd party locators.
- Includes fees for locates

**Fee: \$1,000**



March 19, 2025  
Project No. 20250055E001

**CONTRACT AGREEMENT TO ENGAGE THE SERVICES OF  
ASSOCIATED EARTH SCIENCES, INC.  
AS A CONSULTANT AND ADVISOR**

**This agreement has been entered into at**

Associated Earth Sciences, Inc.  
911 5<sup>th</sup> Avenue  
Kirkland, Washington 98033

**on this 19<sup>th</sup> day of March 2025 between**

**Client:** PH Consulting, LLC  
5510 15<sup>th</sup> Street East  
Fife, Washington 98424

**Attention:** Ken Lauzen

**Subject:** Geotechnical Assessment and Recommendations  
Ballarat Avenue Parking Improvements  
North Bend, Washington

**hereinafter referred to as “Client,” and Associated Earth Sciences, Inc. (AESI), hereinafter referred to as “Geotechnical Consultant,” for mutual consideration as hereinafter set forth:**

**1.0 The description and location of the project on which the Client contracts the Geotechnical Consultant's services are:**

The project area includes a gravel-surfaced, dead-end section of Ballarat Avenue South (Ballarat) located in North Bend, Washington. This section of Ballarat extends about 240 feet north off East Park Street. Single-family residential parcels front both sides of this section of Ballarat. The project will also include an undeveloped parcel located northwest of the intersection of Ballarat and East Park Street. This parcel is generally grass-surfaced with some mature Fir trees and has an area of approximately 0.25 acres.

The project proposes to pave the project portion of Ballarat and add parking stalls. Other project features will include utility improvements, sidewalk, and street lighting. We understand the City of North Bend is interested in pursuing shallow stormwater infiltration. Based on our conversations with you, infiltration will likely be located in the undeveloped parcel west of Ballarat and at locations along Ballarat. Based on our previous work completed at Si View Park, we anticipate groundwater will be located at depths of 10 feet or less from the surface.

## 2.0 Geotechnical Consultant agrees to provide the following services:

Our scope of work will include excavating up to six exploration pits and preparing a geotechnical report.

### Utility Locating

Before performing any subsurface exploration work, we will make a one-call utility locate request to mark publicly-owned on-site utilities. It should be noted that any privately-owned underground utilities at the site will not be marked by the public locating service. For this reason, we will also hire a private utility locating service to supplement the public locate. Private utility locating services are able to mark electrically conductive utilities, such as power lines, steel water and gas lines, and plastic pipes with clearly visible trace wires.

Even private utility locators are not able to mark non-conductive utilities, such as plastic water and sewer lines, plastic irrigation and drainpipes, plastic gas lines, fiber optic cables, and concrete drainpipes. The only way to locate non-conductive privately-owned utilities is by the use of accurate and complete as-built drawings. We request that AESI be provided with as-built plans or other information regarding existing pipes, underground storage tanks (USTs), and/or vaults. This information will greatly reduce—but not necessarily eliminate—the likelihood of damage. We will not be responsible for damage to buried utilities that are not marked on the ground prior to our work, or not shown on as-built plans provided to us.

### Exploration Pits

We propose to evaluate subsurface conditions by means of up to six exploration pits excavated at strategic locations across the project site. The pits will be completed by a subcontracted excavator and operator. The pits will be excavated to depths up to 12 feet to characterize the soil and groundwater conditions. An AESI geologist or engineer will arrive onsite and will continuously observe the digging operations, log the subsurface conditions, and collect representative soil samples. We anticipate that our observations of the exploration pits will take 1 day to complete. After excavation, the pits will be backfilled and the surface tamped with the backhoe bucket. No further restoration is planned.

### Laboratory Testing

Selected soil samples from our explorations will be submitted to our in-house geotechnical laboratory for testing. Our scope of work will include three grain-size (sieve) tests. The test results will allow for preliminary characterization of the soil potential for reuse as structural fill and to assess the permeability of the soil.

### Analysis and Reporting

Upon completion of our field exploration and laboratory testing programs, we will provide a report that presents our various findings, conclusions, and recommendations regarding shallow infiltration feasibility and geotechnical recommendations for design and construction of the improvements. Specific items to be addressed in our report will include the following:

- Project and site description, including site plan showing locations of explorations;
- Summary of geologic, soil, and groundwater conditions, including interpretive logs of our exploration pits;
- A summary of mapped and readily available geological data for the project alignment and immediate vicinity;
- Laboratory testing results;
- A discussion on the permeability of the sediments and the feasibility of shallow stormwater infiltration at the site;
- Infiltration evaluation and preliminary design infiltration rates based on, grain-size correlations, site variability, and groundwater;
- Review of infiltration site suitability criteria;
- Structural fill recommendations, including suitability of site materials for reuse in structural fill applications;
- Site preparation;
- Subgrade recommendations for sidewalks and curb;
- Pavement and pavement subgrade recommendations; and
- Recommendations for further study, if required.

#### **Excluded Items**

This scope of work does not include costs for the following:

- Pilot Infiltration Tests.
- Groundwater Monitoring.
- Costs associated with obtaining a right-of-way (ROW) permit or the permit fee. We have assumed that PH Consulting will coordinate ROW permit requirements with the City of North Bend.

We can add these items to our scope of work upon request.

**3.0 Client confirms that the Geotechnical Consultant has explained the full range of services it offers and the manner in which these services could be applied to this project. Client also confirms that they understand the value and benefit of these services and have of their own accord decided upon those identified in paragraph 2.0 above. Client agrees to hold the Geotechnical Consultant harmless for claims of any kind that may arise from any source due to the Geotechnical Consultant's failure to provide services that Client has specifically not included in the list of services identified in paragraph 2.0 above. Client further agrees to indemnify the Geotechnical Consultant for the cost of defending any such claims and any awards or settlements resulting therefrom.**

**4.0 The Client accepts that all services are provided in accordance with the attached Schedule of Charges and General Conditions, which are made a part of this contract by reference. Client further agrees to compensate the Geotechnical Consultant for their services, and to reimburse the Geotechnical Consultant for expenses incurred on Client's behalf as follows:**

Our work will be conducted on a time-and-materials basis in accordance with the attached Schedule of Charges and General Conditions. We have provided our cost estimate below.

**Estimated Budget**

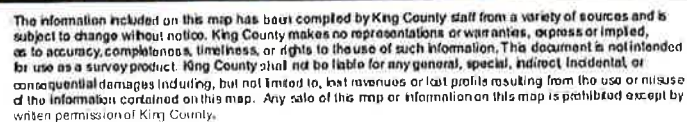
Project Coordination and Public Locate .....	\$1,200
Private Utility Locate.....	\$400
Subcontracted Excavator .....	\$2,950
AESI Field Engineering (1 Day) .....	\$1,750
Laboratory Tests .....	\$750
Engineering and Report .....	\$5,550
<b>Estimated Total .....</b>	<b>\$12,600</b>

**If unusual or unanticipated conditions are encountered that will involve additional costs, we will immediately notify you to discuss modification of the study. Additional authorized services will be provided as outlined on the Schedule of Charges.**

**5.0 If this agreement meets with your approval, please authorize our services by signing in the space provided below and sending one copy to our Kirkland address: AESI, 911 5<sup>th</sup> Avenue, Kirkland, Washington 98033.**







Notes:



## King County