



CITY COUNCIL MEETING*

September 2, 2025 – Agenda

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

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

CONSENT AGENDA:

			Pg.#
1) Minutes	City Council Meeting of August 5, 2025		1
2) Payroll	August 5, 2025 – 77572 – 77574, 77655 – 77660, in the amount of \$419,009.69		
	August 20, 2025 – 77664 – 77666, in the amount of \$321,192.85		
3) Checks	August 19, 2025 – 77661 – 77663, 77667 – 77727, in the amount of \$2,403,402.96		
	September 2, 2025 – 77728 – 77760, in the amount of \$1,612,026.04		
4) AB25-085	Motion – Authorizing Amendment to SCORE Jail Services Contract	Chief Horejsi	5
5) AB25-086	Resolution – Accepting Public Works Generator Project	Mr. Rigos	29
6) AB25-087	Resolution – Accepting Snoqualmie Valley Athletic Center Phase 1 Infrastructure Improvements	Mr. Rigos	33
7) AB25-088	Motion – Authorizing Contract with PH Consulting for 2026 Sidewalk Gaps Project	Mr. Rigos	53

AUDIENCE PARTICIPATION: (Please restrict comments to 3 minutes)

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

8) AB25-089	Youth Appointment to Parks Commission	Mayor Miller	87
9) Presentation	King County Search & Rescue	Ms. Gagnon	
10) Proclamation	Senior Center Month	Mayor Miller	91

INTRODUCTIONS:

11) AB25-090	Ordinance – Amending NBMC 10.20 Motorized Foot Scooters	Mr. Henderson	93
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MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES: (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

EXECUTIVE SESSION: To discuss potential litigation, pursuant to RCW 42.30.110(1)(i)

ADJOURNMENT:



***PLEASE NOTE:** Members of the public may choose to attend the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to Clerks@northbendwa.gov. All written comments must be received by 5 p.m. on the day of the scheduled meeting and may not exceed 350 words. 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. No other remote public comment will be permitted.

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

Zoom Meeting Information:

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

Meeting ID: 409 007 2718

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

NORTH BEND CITY COUNCIL MINUTES

August 5, 2025

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

CALL TO ORDER, ROLL CALL:

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

Councilmembers Present: Elwood, Gothelf, Koellen, Rustik, Torguson (arrived at 7:01 p.m.) and Tremolada. Councilmember Joselyn arrived at 7:38 p.m.

Mayor Miller announced an Executive Session was added to the end of tonight's agenda to discuss potential litigation, pursuant to RCW42.30.110(1)(i).

CONSENT AGENDA:

Minutes – City Council Meeting of July 15, 2025 & City Council Workstudy of July 22, 2025

Payroll – July 18, 2025 – 77568 through **77570**, in the amount of **\$313,743.58**

Checks – August 5, 2025 – 77571, 77575 through **77654**, in the amount of **\$1,903,946.33**

AB25-081 – Motion Authorizing Amendment No. 2 to G&O Contract for Survey Support

AB25-082 – Motion Authorizing Contract with Parametrix for Complete Streets Project

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve the consent agenda as presented. The motion **PASSED** 6-0.

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Presentation – Love Snoqualmie Valley

Audio: 2:34

Danielle Cox, Executive Director of Love Snoqualmie Valley, provided a presentation on the Love Snoqualmie Valley organization which included their mission, history, initiatives and upcoming October 4, 2025 Valley-Wide Volunteer Day event.

Mayor Miller welcomed incoming City Administrator Emery and noted she looked forward to working with her.

INTRODUCTIONS:

AB25-083 – Resolution 2158 Authorizing Developer Extension Agreement **Audio: 18:20** for Steel Residence Project

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

Councilmember Koellen **MOVED**, seconded by Councilmember Rustik to approve AB25-083, a resolution authorizing Mayor to Execute and Administer a Developer Extension Agreement with Matt Steel, for the Steel Residence. The motion **PASSED** 6-0.

AB25-084 – Motion Authorizing Amendment No. 1 to PH Consulting Contract for 2025 Sidewalk Gaps Project

Audio: 24:53

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

Councilmember Koellen **MOVED**, seconded by Councilmember Tremolada to approve AB25-084, authorizing the Mayor to execute and administer Amendment No. 1 to Contract with PH Consulting, LLC for 2025 Sidewalk Gaps Project, in an amount not to exceed \$34,998.75, in a form and content approved by the City Attorney. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmembers echoed Mayor Miller's comments regarding incoming City Administrator Emery.

Councilmember Elwood thanked the two individuals who were picking up trash near E. McClellan Street last weekend.

Councilmember Torguson mentioned this weekend's Festival and Mt Si and the Saturday night fireworks show at Torguson Park. She also noted the Snoqualmie Casino's new hotel would open this Friday.

Councilmember Koellen noted that as a nurse she has seen an uptick in injuries as a result of people using e-bikes, e-motorcycles and e-scooters and encouraged all to exercise caution when using this mode of transportation.

Councilmember Tremolada commented today was Primary Election Day and reminded all to vote today and in the General Election in November.

Councilmember Rustik noted this weekend's Festival at Mt Si also includes a Fun Run on Saturday morning and encouraged those interested to attend.

Councilmember Gothelf encouraged all to slow down when traveling on City streets and to exercise caution when traveling through crosswalks when pedestrians were present.

City Administrator Emery thanked everyone for the warm welcome and noted she looked forward to working with everyone.

Mayor Miller spoke regarding the following items:

- Festival at Mt Si – August 8th – 10th
- Boeing Classic Golf Tournament – August 8th – 10th in Snoqualmie
- Cancellation of August 19, 2025 City Council Meeting

EXECUTIVE SESSION:

Mayor Miller recessed the meeting for an Executive Session at 7:38 p.m. to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency, pursuant to RCW42.30.110(1)(i). No action was anticipated as a result of the Executive Session, which was expected to last forty-five minutes and videotaping of the meeting ceased.

City Attorney Evans was present for the Executive Session. Councilmember Joselyn arrived at 7:38 p.m.

At 8:23 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

At 8:33 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

At 8:43 p.m. it was announced to audience members outside the adjournment room that the Executive Session was expected to last an additional ten minutes.

The regular meeting was reconvened at 8:54 p.m.

ADJOURNMENT:

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

The meeting adjourned at 8:54 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: September 2, 2025	AB25-085
Motion Authorizing an Amendment to the Interlocal Agreement (ILA) with South Correctional Entity (SCORE) for Jail Services	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – Amber Emery	X
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
	Police – Interim Chief Gary Horejsi	X
Attachments: 2026 Rate Amendment, Original ILA (plus rate amendment for 2025)		
SUMMARY STATEMENT:		
In 2015, the City entered into an interlocal agreement (“ILA”) with South Correctional Entity (“SCORE”) for misdemeanor jail services. The City then entered into a new ILA in 2023 to continue SCORE misdemeanor jail services. The SCORE ILA is one of five current City inmate housing contracts (the others being with the City of Issaquah for housing at the Issaquah Jail and with King County for housing at the King County Jail, as well as long term male inmate housing with the City of Sunnyside and the Yakima County).		
In July 2025, SCORE provided notice to the City that new rate increases will go into effect on January 1, 2026. An amendment to the ILA will need to be executed prior to the start of the year due to the new rates. The amendment to the ILA reflects the following new fee schedule effective January 1, 2026:		
2026 Rates:		
<ul style="list-style-type: none">• Booking fee: \$95.00 (2025 rate = \$80.00)• Daily guaranteed bed rate: \$155.69 (2025 rate = \$148.28)• Daily non-guaranteed rate: \$223.83 (2025 rate = \$213.17)		
Daily rate surcharges:		
<ul style="list-style-type: none">• Mental Health - Residential Beds \$178.84 (2025 rate = \$170.32)• Medical (Acute Beds) \$244.07 (2025 rate = \$232.45)• Mental Health (Acute Beds) \$312.68 (2025 rate = \$297.79)		
<ul style="list-style-type: none">• Transportation/Security \$94.00/hr.• Virtual Court Admin Fee \$75.00		
SCORE is the City’s secondary alternative for housing inmates, and the Issaquah Jail is the City’s primary alternative. Due to the cost, the King County Jail is the City’s last alternative for housing inmates. Additional alternatives are being explored for long-term confinement at other jails.		
APPLICABLE BRAND GUIDELINES:	Consistent delivery of quality basic services.	
COMMITTEE REVIEW AND RECOMMENDATION:	The Public Health & Safety Committee reviewed this item at their August 5, 2025 meeting and recommended approval and placement on the Consent Agenda.	

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB25-085, authorizing the Mayor to execute an amendment to the Interlocal Agreement with SCORE for jail services, in a form and content acceptable to the City Attorney.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 2, 2025		

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services. Amending Housing Agreement: Section 7.)

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated _____, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated _____, as amended and as may be further amended from time to time (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

WHEREAS, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the "Agreement") with regard to fees and charges for such services as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) Amendment to Exhibit A. Daily Housing Rates, Daily Rate Surcharges, Booking Fee, Transport Fee and Virtual Court Admin Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$155.69	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$223.83	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$178.84
Medical – Acute Beds	\$244.07
Mental Health – Acute Beds	\$312.68

Booking Fee \$95.00

Transport/Security Fee \$94.00/hr.

Virtual Court Admin Fee \$75.00

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges, and services will be annually adjusted each January 1st.

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2026, at 12:01 a.m.

Section 4. Entire Agreement. Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Title/Name Executive Director Devon Schrum

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention: Devon Schrum

Email: dschrumb@scorejail.org
Telephone: 206-257-6262

Signature

Title/Name:

NOTICE ADDRESS:

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF North Bend a municipal corporation organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the "SCORE Facility") to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

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

Commencement Date means [January 1, 2024].

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means _____.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Owner City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family Owner or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. HEALTH CARE.

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association (ACA) or National Commission on Correctional Health Care (NCCCHC).

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

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

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

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

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury,

or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

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

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

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

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

SECTION 17. INSURANCE.

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

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

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension, or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental, or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. **Real or Personal Property.** It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. **Non-Waiver.** The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. **Severability.** If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- F. **Attorneys' Fees.** In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.
- G. **Approval and Filing.** Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. **Amendment.** Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Devon Schrum
Signature
Print Name - Title
Devon Schrum, Executive Director
Oct 26, 2023
Date

City of North Bend
Contract Agency Name

Rob McFarland
Signature
Print Name - Title
Rob McFarland, Mayor
October 18, 2023
Date

ATTESTED BY:

Karen Olympia
Signature

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

Attention: Devon Schrum, Executive Director
Email: dschrumb@scorejail.org
Telephone: (206) 257-6262
Fax: (206) 257-6310

NOTICE ADDRESS:

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

Attention: City Administrator David Miller
Email: dmiller@northbendwa.gov
Telephone: 425-888-7626
Fax: 425-831-4200

Exhibit A**FEES AND CHARGES AND SERVICES**

<u>Booking Fee:</u> ¹	\$65.00	
<u>Daily Housing Rates:</u>		
General Population – Guaranteed Beds	\$142.58	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$204.97	
<u>Daily Rate Surcharges:</u> ²		
Mental Health – Residential Beds	\$163.77	
Medical - Acute Beds	\$223.51	
Mental Health – Acute Beds	\$286.34	
<u>Health Care Services:</u> ³		
In-Facility Care	Included	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
<u>Transportation Fees:</u>		
SCORE Officer Transport	\$85.00/per hour	
<u>Security Services:</u>		
Hospital Security	\$85.00/per hour	
<u>Video Court:</u>		
In-Custody Arraignment	Included	
<u>Other Terms & Conditions:</u>		

Fees, charges, and services will be annually adjusted each January 1st.

¹ The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

² Surcharges are in addition to daily housing rates and subject to bed availability

³ Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainees:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainees.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

1. Compliance

SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:

- a) The Prison Rape Elimination Act of 2003 (PREA)
- b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
- c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

2. Monitoring

SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:

- a) Site visits,
- b) Access to facility data, and
- c) Review of applicable documentation.

3. Contract Agency may terminate this Agreement

- a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
- b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

4. The Contract Agency will terminate this Agreement

- a) Should SCORE elect to discontinue pursuit of PREA compliance;
- b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
- c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D

MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

Exhibit F

CLASSIFICATION

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G

BORROWING

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services. Amending Housing Agreement: Section 7.)

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated 9/27/24, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and North Bend a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated 10/26/23, as amended and as may be further amended from time to time (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

WHEREAS, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the "Agreement") with regard to fees and charges for such services as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee, and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$148.28	No. of Beds: <u>0</u>
General Population – Non-Guaranteed Beds	\$213.17	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$170.32
Medical – Acute Beds	\$232.45
Mental Health – Acute Beds	\$297.79

<u>Booking Fee</u>	\$80.00
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<u>Transport/Security Fee</u>	\$89.00/hr.
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges, and services will be annually adjusted each January 1st.

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2025 at 12:01 a.m.

Section 4. Entire Agreement. Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY



Signature

Title/Name Executive Director Devon Schrum

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention: Devon Schrum

Email: dschrumb@scorejail.org
Telephone: 206-257-6262

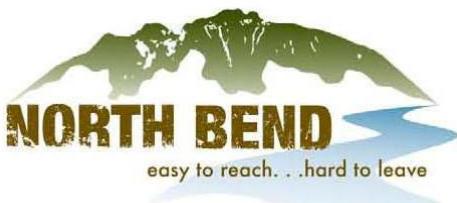


Signature

Title/Name: Mayor Mary Miller

NOTICE ADDRESS:

City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045
Attn: David Miller
Email: dmiller@northbendwa.gov
Telephone: 425-888-7626



City Council Agenda Bill

SUBJECT:	Agenda Date: September 2, 2025	AB25-086
Resolution Accepting the Public Works Generator Replacement Project	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – Amber Emery	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
Cost Impact: N/A	Public Works – Mark Rigos, P.E.	X
Fund Source: N/A		
Timeline: Immediate		
Attachments: Resolution		
SUMMARY STATEMENT:		
At the October 1, 2024 City Council meeting, the City Council approved a work order in the amount of \$168,886.80 with Keithly Electric, Inc. (“Contractor”) to replace the old backup generator at the City’s Public Works Operations Building and install a new generator for the Public Works Administration Building. The project consisted of disconnecting the old generator, installing conduit, cabling, switchgear, and a new automatic transfer switch such that the new generator could power both buildings. The new generator was salvaged from the Wastewater Treatment Plant (“WWTP”), following the WWTP’s massive upgrades.		
Total construction cost was \$217,109.00 which was \$48,222.20 above the awarded contract amount. This increase in contract cost was approved via Amendment #1 at the March 18, 2025 City Council meeting. Project construction began on November 12, 2024 and was physically completed on August 6, 2025. All necessary documentation has been received from the contractor and the project is ready for close-out.		
Retainage cannot be released until the project has been accepted by City Council, all liens have been satisfied, and all taxes have been paid. Upon receipt of all necessary documentation retainage shall be released.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their August 26, 2025 meeting and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB25-086, a resolution accepting the Public Works Generator Replacement Project as complete and authorizing release of retainage.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 2, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE PUBLIC WORKS GENERATOR REPLACEMENT PROJECT

WHEREAS, City of North Bend Staff requested quotes for replacing the Public Works Operations Building generator (Project); and

WHEREAS, Keithly Electric, Inc. submitted the lowest responsive and responsible bid; and

WHEREAS, the Project was awarded to Keithly Electric, Inc. on October 1, 2024 in the amount of \$168,886.80, including tax; and

WHEREAS, Keithly Electric, Inc. started the work on November 12, 2024 and completed work on August 6, 2025; and

WHEREAS, the final construction cost of the Project was \$217,109.00, including tax; and

WHEREAS, the City must accept projects prior to submitting releases from the State Department of Revenue, Department of Labor and Industries, and the Employment Security Department for the retainage of the contractors;

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

Section 1. The City of North Bend accepts Keithly Electric, Inc. work on replacing the Public Works generator.

Section 2. The City of North Bend authorizes the release of the retainage on the contract upon receipt of the appropriate clearances from the state.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
SEPTEMBER, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

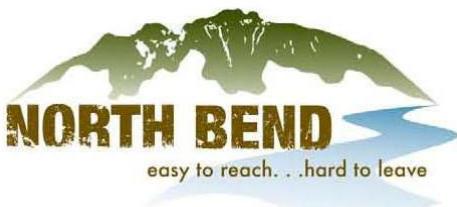
Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: September 2, 2025	AB25-087
Resolution Accepting Infrastructure Improvements from Peak View LLC for Snoqualmie Valley Athletic Center Phase 1	Department/Committee/Individual Mayor Mary Miller City Administrator – Amber Emery City Attorney – Kendra Rosenberg City Clerk – Susie Oppedal Administrative Services – Lisa Escobar Comm. & Economic Development – James Henderson Finance – Martin Chaw Public Works – Mark Rigos, P.E.	
Cost Impact: N/A		
Fund Source: N/A		X
Timeline: Immediate		
Attachments: Resolution, Exhibit A – Cost Schedule, Exhibit B – Bill of Sale, Vicinity Map		
SUMMARY STATEMENT:		
<p>Peak View LLC (“Developer”) has recently completed construction of the Snoqualmie Valley Athletic Center Phase 1 Improvements which includes ballfield construction, parking lot, utility construction and frontage improvements.</p>		
<p>On October 24, 2016, Bendigo Properties LLC applied to the City to construct the Snoqualmie Valley Athletic Center Phase 1 (“the Project”). The Project included ballfields and a parking lot, now known as the Sirius Sports Complex.</p>		
<p>On August 16, 2017, the City Council approved a Developer Extension Agreement with Bendigo Properties LLC, under Resolution 1784, to construct specific infrastructure and utility improvements including installation and construction of public watermains, storm drainage improvements, and street improvements (the “Infrastructure Improvements”). Construction of the Infrastructure Improvements began on September 4, 2020. In March of 2022, development rights were sold by Bendigo Properties LLC to Peak View LLC (the “Developer”).</p>		
<p>The Developer has since completed construction of the Infrastructure Improvements and inspection punch-list items and has provided as-builts and a GIS CAD file to the City, as required by the North Bend Municipal Code. A cost schedule for the Project Infrastructure Improvements and a Bill of Sale are included with the resolution.</p>		
<p>Adoption of the resolution will authorize the Mayor to execute the Bill of Sale and transfer of ownership of the Developer-constructed Infrastructure Improvements to the City. Once accepted, the Developer will be required to maintain a 24-month maintenance bond to warranty the constructed improvements. The bond will only be released upon final inspection approval by the City.</p>		
APPLICABLE BRAND GUIDELINES: Design Standards		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their August 26, 2025 meeting and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB25-087, a resolution accepting ownership of the Infrastructure Improvements from Peak View LLC for Snoqualmie Valley Athletic Center Phase 1.		

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 2, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING WATER DISTRIBUTION, STORM DRAINAGE, AND STREET IMPROVEMENTS FROM PEAK VIEW, LLC FOR THE SNOQUALMIE VALLEY ATHLETIC CENTER PHASE 1

WHEREAS, Peak View, LLC (“Developer”) has recently completed construction of the Snoqualmie Valley Athletic Center Phase 1 Improvements (“Project”) which includes ballfields, a parking lot, and required infrastructure improvements; and

WHEREAS, the Developer has constructed the required water distribution, storm drainage, and street improvements (collectively “Infrastructure Improvements”); and

WHEREAS, City staff inspected the Infrastructure Improvements and the City accepts transfer of ownership of Developer-constructed Infrastructure Improvements; and

WHEREAS, the Developer has provided the City with the market value assignment for the Infrastructure Improvements and a Bill of Sale for the Infrastructure Improvements; and

WHEREAS, the City Council of the City of North Bend finds that the Infrastructure Improvements meet the standards of the City, and that the value assigned by the Developer reflects a fair market value;

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 accepts the water distribution, storm drainage and street improvements constructed for the Snoqualmie Valley Athletic Center Phase 1 Improvements Project as depicted in the attached **Exhibit A** to this Resolution, incorporated herein by reference.

Section 2. The Mayor is authorized to execute the Bill of Sale accepting the water distribution, storm drainage, and street improvements for the Snoqualmie Valley Athletic Center Phase 1 Improvements Project on behalf of the City of North Bend, in the form attached hereto as **Exhibit B** or in a final form substantially similar and acceptable to the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
SEPTEMBER, 2025.**

CITY OF NORTH BEND:

Mary Miller, Mayor

Effective:
Posted:

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

Sirius Sports Complex – Peak View, LLC
7/21/25

EXHIBIT A

Sirius Sports Complex/Peak View LLC – Bill of Sale

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Water Distribution System	Watermains	150	LF	\$ 42.19	\$ 6,328.50
Water Distribution System	Water Valves	1	Each	\$ 2,000.00	\$ 2,000.00
Water Distribution System	Tees	1	Each	\$ 200.00	\$ 200.00
Water Distribution System	Service Lines to Water Meter	30	LF	\$ 42.72	\$ 1,281.60
Water Distribution System	Fire Hydrant Assemblies	1	Each	\$99,748.00	\$ 99,748.00
(No RPBA or booster pump – those are private).				Subtotal	<u><u>\$ 109,558.10</u></u>
Storm Drainage System - Boalch Avenue NW	Catch Basins	4	Each	\$ 1,746.40	\$ 6,985.60
Storm Drainage System - Boalch Avenue NW	Piping	1200	LF	\$ 18.89	\$ 22,666.38
Storm Drainage System - Boalch Avenue NW	Rip Rap Outfalls	1	Each	\$10,000.00	\$ 10,000.00
Storm Drainage System - Boalch Avenue NW	Debris Racks	4	Each	\$ 222.98	\$ 891.92
Storm Drainage System - Boalch Avenue NW	LID Swale	3360	SF	\$ 39.91	\$ 134,090.00
				Subtotal	<u><u>\$ 174,633.90</u></u>
Storm Drainage System - NW 14th	Catch Basin	5	EA	\$ 1,746.40	\$ 8,732.00
Storm Drainage System - NW 14th	40' of 12" Diam Piping	40	LF	\$ 22.96	\$ 918.50
				Subtotal	<u><u>\$ 9,650.50</u></u>
Curbs/Gutter - Boalch	Curb/Gutter	1074	LF	\$ 32.19	\$ 34,567.32
Curbs/Gutter - Boalch	Paving/Bike Lane	480	SY	\$ 157.77	\$ 75,728.00
Curbs/Gutter - Boalch	Striping	1	Each	\$10,930.70	\$ 10,930.70
				Subtotal	<u><u>\$ 121,226.02</u></u>
Curbs/Gutter - 14th Avenue	Curb/Gutter	96	LF	\$ 32.19	\$ 3,090.24
Curbs/Gutter - 14th Avenue	Paving/Bike Lane	280	SY	\$ 58.08	\$ 16,262.00
Curbs/Gutter - 14th Avenue	Striping	1	Each	\$ 2,643.30	\$ 2,643.30
				Subtotal	<u><u>\$ 21,995.54</u></u>
Pedestrian Path Boalch Avenue	8' Wide Asphalt Pedestrian Path	4330	SY	\$ 37.29	\$ 161,467.65
				Subtotal	<u><u>\$ 161,467.65</u></u>
				Total	\$ 598,531.71

Return Address:

CITY CLERK**CITY OF NORTH BEND****920 SE CEDAR FALLS WAY****NORTH BEND, WA 98045**Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

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

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. Peak View, LLC, _____
 2. _____, _____

Additional names on page _____ of document.

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

1. City of North Bend, _____
 2. _____, _____

Additional names on page _____ of document.

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

PARCEL 042308-9036 – PORTION OF SW ¼ OF NW ¼ - BEGIN SW CORNER TH S 88-56-06 E ALONG S LINE 311.83 FT TO ELY MGN OF SNOQUALMIE NORTH BEND ROAD & POB TH S 88-56-06 E 710.94 FT TO WLY MGN OF MEADOWBROOK NORTH BEND ROAD TH N 30-24-10 W ALONG SAID WLY MGN 301.66 FT TAP OF TANGENT CURVE TO RIGHT RAD OF 557.09 FT TH ALONG SAID CURVE THRU C/A OF 21-29-07 TO THREAD OF GARDNER CREEK TH WLY ALONG GARDNER CREEK TO ELY MGN OF STATE HIGHWAY R/W TH S 44-09-00 E ALONG SAID ELY MGN TO POB LESS CO ROAD BEING A PORTION OF TRACT C-1 OF MAY 1965 SURVEY.

PARCEL 541870-0005 – MEADOWBROOK TRACTS PLAT BLOCK: 1 PLAT LOT: 1

PARCEL 541870-0010 – MEADOWBROOK TRACTS PLAT BLOCK: 1 PLAT LOT: 2

PARCEL 541870-0020 – MEADOWBROOK TRACTS PLAT BLOCK: 1 PLAT LOT: 4

PARCEL 541870-0025 – MEADOWBROOK TRACTS LESS CO RD PLAT BLOCK: 1 PLAT LOT: 5

PARCEL 541870-0030 – MEADOWBROOK TRACTS LESS CO RD PLAT BLOCK: 1 PLAT LOT: 6

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number **Assessor Tax # not yet assigned**
042308-9036, 541870-0005, 541870-0010, 541870-0020, 541870-0025, 541870-0030

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

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

Signature of Requesting Party

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

UPON RECORDING RETURN TO:

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

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor: Peak View, LLC

Grantee: City of North Bend

Legal Description: See Exhibit C

Abbreviated Legal: PARCEL 042308-9036 – PORTION OF SW 1/4 OF NW 1/4 - BEGIN SW CORNER TH S 88-56-06 E ALONG S LINE 311.83 FT TO ELY MGN OF SNOQUALMIE NORTH BEND ROAD & POB TH S 88-56-06 E 710.94 FT TO WLY MGN OF MEADOWBROOK NORTH BEND ROAD TH N 30-24-10 W ALONG SAID WLY MGN 301.66 FT TAP OF TANGENT CURVE TO RIGHT RAD OF 557.09 FT TH ALONG SAID CURVE THRU C/A OF 21-29-07 TO THREAD OF GARDNER CREEK TH WLY ALONG GARDNER CREEK TO ELY MGN OF STATE HIGHWAY R/W TH S 44-09-00 E ALONG SAID ELY MGN TO POB LESS CO ROAD BEING A PORTION OF TRACT C-1 OF MAY 1965 SURVEY.

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PARCEL 541870-0010 – MEADOWBROOK TRACTS PLAT BLOCK: 1 PLAT LOT: 2

PARCEL 541870-0020 – MEADOWBROOK TRACTS PLAT BLOCK : 1 PLAT LOT: 4

PARCEL 541870-0025 – MEADOWBROOK TRACTS LESS CO RD PLAT BLOCK: 1 PLAT LOT: 5

PARCEL 541870-0030 – MEADOWBROOK TRACTS LESS CO RD PLAT BLOCK: 1 PLAT LOT: 6

Tax Parcel Identification Number: 042308-9036, 541870-0005, 541870-0010, 541870-0020, 541870-0025, 541870-0030

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, Peak View, LLC, a Washington limited liability corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or the “City”), the following described water distribution system, storm drainage system, curb, pedestrian, and street paving improvements (see also, Exhibit A), all of which have been constructed and installed in the existing public right-of-way, recorded easements, or within the development project commonly known as Snoqualmie Valley Athletic Center Phase 1 Improvements (“Project”) as depicted on the April 5, 2024 as-builts on file with the City of North Bend:

Water Distribution System:

Approximately 33 lineal feet of 6" diameter watermain and 116 lineal feet of 12" diameter watermain and other applicable watermain facilities and appurtenances located in Boalch Avenue NW and within public utility easement King County Recording Number 20240717000798, including water services between the watermain and the irrigation meter.

Water services beyond the irrigation meter including the RPBA and booster pump are not conveyed and shall be owned and maintained consistent with the North Bend Municipal Code and North Bend Public Works Standards.

Storm Drainage System:

Approximately 3,360 square feet of LID bioinfiltration swales, and other stormwater drainage facilities, including catch basin and piping, located within (1) the Boalch Avenue NW right-of-way road prism (for this bill of sale, a "road prism" extends from the center of an adjacent right-of-way to the outermost edge of the pavement or the back of the curb) or (2) the public utility easement King County Recording Number 20240717000799 or (3) the NW 14th Street right-of-way road prism.

Stormwater drainage facilities within the project or outside of the NW 14th Street road prism are not conveyed and shall be owned and maintained consistent with the North Bend Municipal Code and North Bend Public Works Standards.

Curb, Pedestrian, and Street Paving:

Approximately 1,170 lineal feet of vertical curb and gutter along Boalch Ave NW and NW 14th Street.

Approximately 480 square yards of street paving within the road prisms of Boalch Ave NW and NW 14th Street, and street signage and street lights within the Boalch Ave NW and NW 14th Street rights-of-way.

Approximately 850 lineal feet of 8' wide meandering asphalt pedestrian path (Public Pathway) along Boalch Avenue NW and within a variable width public easement, King County Recording Number 20210712001505.

All other sidewalks, retaining walls, landscape strips, street trees, paved paths, lighting, signage, and associated facilities and appurtenances are not conveyed and shall be owned and maintained consistent with the North Bend Municipal Code and North Bend Public Works Standards.

Grantor represents and warrants, to the City, that all water distribution system, storm drainage system, curb, pedestrian, and street paving improvements and appurtenances above were constructed and installed in accordance with North Bend Public Works Standards and warrants the labor and materials used in construction and installation for a period of two years from the date this conveyance is accepted by the City.

Grantor represents and warrants, to the City, that all expenses in connection with construction and installation of all water distribution system, storm drainage system, curb, pedestrian, and street paving improvements and appurtenances above have been fully paid and the property is free from all liens, debts, and encumbrances.

Grantor represents and warrants, to the City, that it is the sole owner of all the water distribution system, storm drainage system, curb, pedestrian, and street paving improvements and appurtenances above and has full power and authority to convey all rights herein conveyed.

Grantor agrees to defend, indemnify, and hold harmless Grantee and its successors and assigns against any and all claims which might result from execution of this document.

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

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

GRANTOR:
Peak View, LLC

By: _____
Its: _____

GRANTEE:
City of North Bend

By: _____
Its: _____

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

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

DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

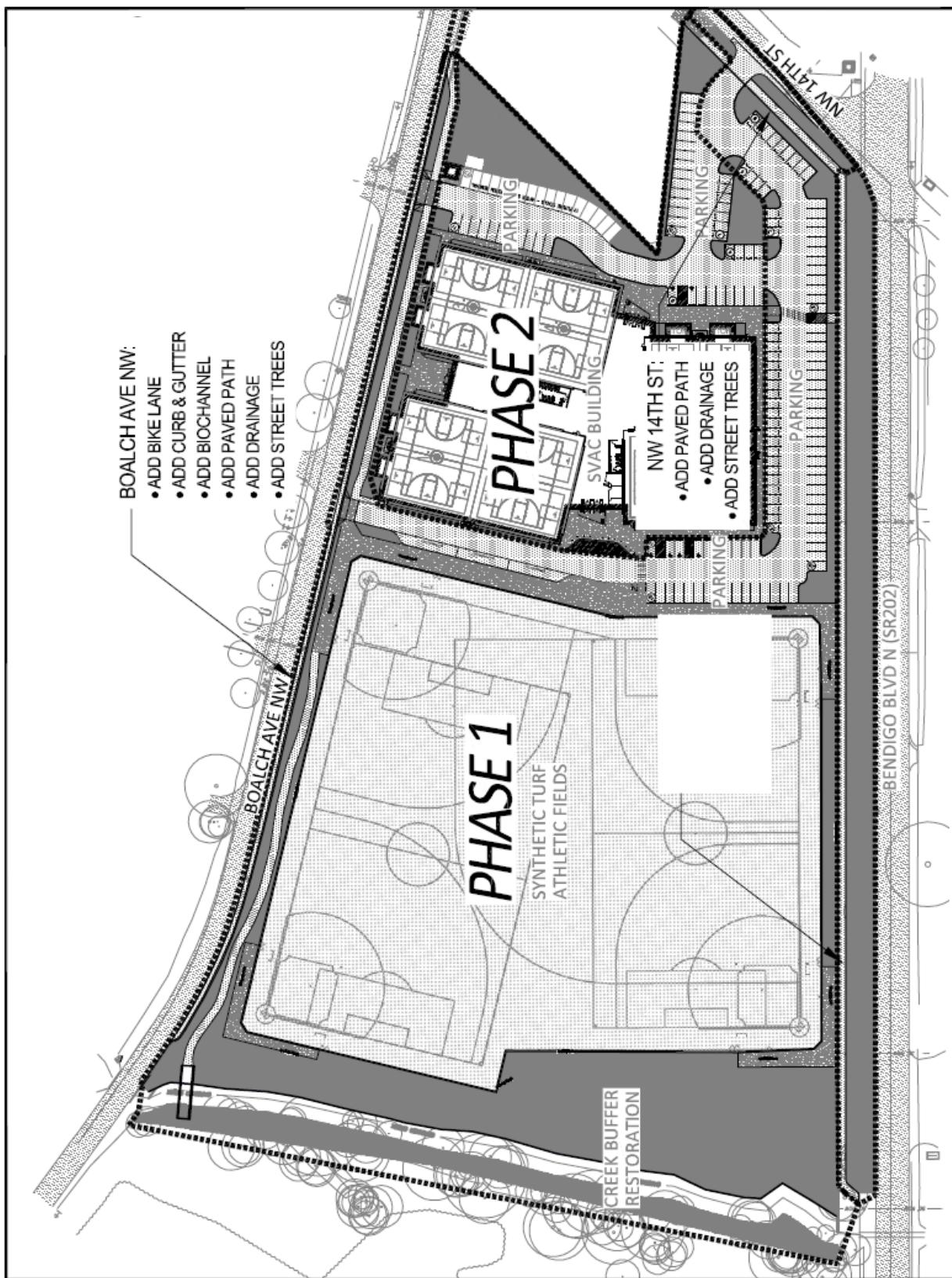
Sirius Sports Complex – Peak View, LLC
7/21/25

EXHIBIT A

Sirius Sports Complex/Peak View LLC – Bill of Sale

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
Water Distribution System	Watermains	150	LF	\$ 42.19	\$ 6,328.50
Water Distribution System	Water Valves	1	Each	\$ 2,000.00	\$ 2,000.00
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(No RPBA or booster pump – those are private).					Subtotal <u><u>\$ 109,558.10</u></u>
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Storm Drainage System - Boalch Avenue NW	Piping	1200	LF	\$ 18.89	\$ 22,666.38
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Storm Drainage System - Boalch Avenue NW	LID Swale	3360	SF	\$ 39.91	\$ 134,090.00
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Storm Drainage System - NW 14th	40' of 12" Diam Piping	40	LF	\$ 22.96	\$ 918.50
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Curbs/Gutter - Boalch	Curb/Gutter	1074	LF	\$ 32.19	\$ 34,567.32
Curbs/Gutter - Boalch	Paving/Bike Lane	480	SY	\$ 157.77	\$ 75,728.00
Curbs/Gutter - Boalch	Striping	1	Each	\$10,930.70	\$ 10,930.70
					Subtotal <u><u>\$ 121,226.02</u></u>
Curbs/Gutter - 14th Avenue	Curb/Gutter	96	LF	\$ 32.19	\$ 3,090.24
Curbs/Gutter - 14th Avenue	Paving/Bike Lane	280	SY	\$ 58.08	\$ 16,262.00
Curbs/Gutter - 14th Avenue	Striping	1	Each	\$ 2,643.30	\$ 2,643.30
					Subtotal <u><u>\$ 21,995.54</u></u>
Pedestrian Path Boalch Avenue	8' Wide Asphalt Pedestrian Path	4330	SY	\$ 37.29	\$ 161,467.65
					Subtotal <u><u>\$ 161,467.65</u></u>
					Total \$ 598,531.71

BILL OF SALE SITE PLAN - EXHIBIT B



Legal Description

EXHIBIT C

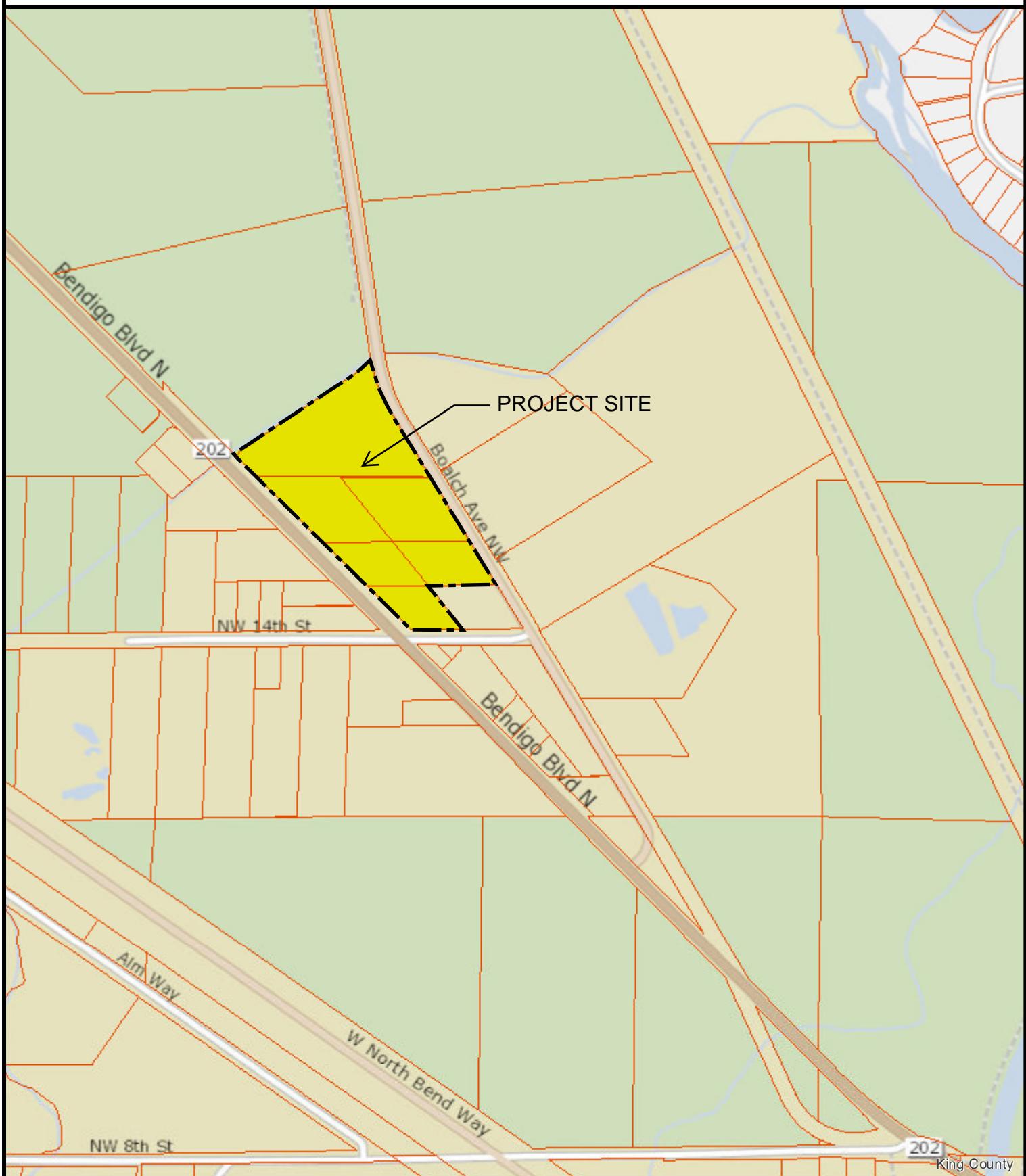
TRACTS 1,2,4,5 AND 6 IN BLOCK 1 OF MEADOWBROOK TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 29 OF PLATS AT PAGE(S) 29, IN KING COUNTY, WASHINGTON; EXCEPT THE SOUTHWESTERLY 20 FEET OF SAID TRACT 5 CONVEYED TO KING COUNTY FOR STATE ROAD NO. 2 BY DEED RECORDED UNDER RECORDING NO. 6085500. ALSO EXCEPT THE SOUTHWESTERLY 20 FEET OF SAID TRACT 6 CONVEYED TO KING COUNTY FOR STATE ROAD NO. 2 BY DEED RECORDED UNDER RECORDING NO. 6087825;

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH 88°56'06" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 311.83 FEET TO THE EASTERLY MARGIN OF SNOQUALMIE-NORTH BEND ROAD (ALSO KNOWN AS STATE ROAD NO. 2) AS ESTABLISHED PRIOR TO 1966, AND THE TRUE POINT OF BEGINNING OF THIS PARCEL; THENCE SOUTH 88°56'06" EAST 710.94 FEET TO THE WESTERLY MARGIN OF MEADOWBROOK-NORTH BEND ROAD, THENCE NORTH 30°24'10" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 301.66 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 557.09 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°29'07" TO THE THREAD OF GARDNER CREEK, THENCE WESTERLY ALONG SAID THREAD TO SAID EASTERLY MARGIN OF SAID STATE ROAD; THENCE SOUTH 44°90'00" EAST ALONG SAID EASTERLY MARGIN TO THE TRUE POINT OF BEGINNING, EXCEPT THE SOUTHWESTERLY 20 FEET THEREOF CONVEYED TO KING COUNTY FOR STATE ROAD NO. 2 BY DEED RECORDED UNDER RECORDING NO. 6087826;

EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 4, SAID POINT BEING ON THE EASTERLY MARGIN OF SNOQUALMIE-NORTH BEND ROAD (ALSO KNOWN AS STATE ROAD NO. 2); THENCE N 44°09'28" W ALONG SAID EASTERLY MARGIN, A DISTANCE OF 817.57 FEET TO THE POINT OF BEGINNING;
THENCE N 00°29'55" E 19.33 FEET;
THENCE N 43°30'06" E 89.05 FEET;
THENCE S 46°29'54" E 13.92 FEET;
THENCE N 46°09'18" E 208.97 FEET;
THENCE N 30°51'52" W 33.27 FEET;
THENCE N 59°19'26" E 171.39 FEET;
THENCE N 30°40'34" W 10.00 FEET;
THENCE N 59°19'26" E 75.56 FEET;
THENCE S 75°40'34" E 18.98 FEET;
THENCE S 30°40'34" E 74.56 FEET;
THENCE N 65°17'22" E 11.45 FEET TO THE WESTERLY MARGIN OF BOALCH AVENUE N.W. AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.



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: 6/25/2025

Notes:



King County



City Council Agenda Bill

SUBJECT:	Agenda Date: September 2, 2025	AB25-088
Motion Authorizing a Contract with PH Consulting for the 2026 Sidewalk Gaps Project	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – Amber Emery	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
Cost Impact: \$398,500 (Not to Exceed)	Finance – Martin Chaw	
Fund Source: TIF and TBD	Public Works – Mark Rigos, P.E.	X
Timeline: Immediate		
Attachments: Scope of Work and Fee		
SUMMARY STATEMENT:		
For the past several years City Council has allocated an increased budget to remove sidewalk gaps throughout the City to improve public safety, increase pedestrian connectivity, and enhance quality of life for residents. Below is a list of projects the City's Transportation and Public Works (TPW) Committee picked at the July 22 nd 2025 TPW meeting to be designed starting this year for construction in 2026.		
<ol style="list-style-type: none">1. North side of Cedar Falls Way from RRFB (near Stilson Ave SE) to North Bend Cottages2. North side of SE Middle Fork Road from Twin Falls Middle School to Ichijo Plat3. West side of 436th Ave SE from North Bend Way roundabout to SE 136th St roundabout4. East side of SE Orchard Dr from Orchard Place Apartments to SE 5th St5. East side of Mt. Si Rd from the proposed North Bend Way roundabout to Snoqualmie Valley Trail (city limits)		
These five sites will be completed within a single project known as the 2026 Sidewalk Gaps Project. The work consists primarily of curb, gutter and sidewalk and the stormwater components associated with the proposed sidewalk.		
PH Consulting services include project management, survey and base mapping, geotechnical services, 30, 60, 90, and Final PS&E submittals and a management reserve for any unforeseen tasks that may be necessary. Additional stormwater and geotechnical time are included in the management reserve to account for additional stormwater requirements from the 2021 King County Surface Water Design Manual. Whether this is needed or not will be determined at 30% design.		
Attached is the work scope and fee from PH Consulting for engineering design services for the project. The total fee is NTE \$398,500 including the management reserve task of \$62,500. City staff have gone through several revisions of the scope and fee with PH Consulting and feel the price is fair based on the amount of work proposed.		
City staff have selected PH Consulting to perform this work based on performance on similar projects in the past and staff recommend approval of this contract.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their August 26, 2025 meeting and recommended approval and placement on the Consent Agenda.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION** to approve AB25-088, authorizing the Mayor to execute a contract with PH Consulting for design of the 2026 Sidewalk Gaps Project, in a form and content approved by the City Attorney, in an amount not to exceed \$398,500.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 2, 2025		

SCOPE OF WORK

Project Name: 2026 Sidewalk Gaps
Client: City of North Bend
Date: August 19, 2025

Introduction

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

1. **North side of Cedar Falls Way from RRFB (near Stilson Ave SE) to North Bend Cottages**
2. **North side of SE Middle Fork RD from Twin Falls Middle School to Ichijo Plat (near 468th Ave SE)**
3. **West side of 436th Ave from North Bend Way roundabout to SE 136th St roundabout**
4. **East side of Orchard Dr from Orchard Place apartments to SE 5th St**
5. **East side of Mt. Si Rd from the proposed North Bend Way roundabout to Snoqualmie Valley Trail**

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

Fees shall be provided for the project as a whole and are not separated by site.

Project Site Descriptions

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

1. **North side of Cedar Falls Way from RRFB (near Stilson Ave SE) to North Bend Cottages**

- Improvements will include ~315 feet of sidewalk, curb & gutter, pavement removal, and stormwater runoff collection.
 - Planter strips are anticipated and can be fitted with swales if necessary.
 - A short wall may be required at the back of walk due to limited ROW and sharp drop in grade.
- The existing light pole near the east end may need to be relocated. PH will coordinate with impacted utilities during design. No illumination design is anticipated.
- No other pavement improvements are anticipated on Cedar Falls Way.

2. North side of SE Middle Fork RD from Twin Falls Middle School to Ichijo Plat (near 468th Ave SE)

- Improvements will include ~760 feet of sidewalk, curb & gutter, pavement repair, and stormwater runoff collection.
 - Curb, gutter, and sidewalk will be added on the north/northeast side of Middle Fork Rd. Planter strips are not anticipated unless it is determined there is room and/or are necessary for infiltration.
 - Stormwater runoff from the existing detention pond outfall will be collected and conveyed via new stormwater infrastructure along SE Middle Fork Rd to existing outfalls.
- No utility or illumination work is anticipated on Middle Fork Road.

3. West side of 436th Ave from North Bend Way roundabout to SE 136th St roundabout

- Improvements will include ~815 feet of sidewalk and/or asphalt trail, curb & gutter along part of the alignment, curb ramps, and stormwater runoff collection.
 - Planter strips are not anticipated unless it is determined there is room within the ROW and infiltration is determined to be feasible.
 - ADA curb ramps will be provided for the crossing at Cedar Falls Way.
 - Drainage along 436th Ave will be conveyed to the existing swale which may be improved. At connections to existing curb and storm improvements, stormwater runoff will be collected and conveyed to the existing drainage system at north and south ends of 436th Ave. Feasibility of infiltration will be evaluated.
- No utility or illumination work is anticipated on 436th Ave.

4. East side of Orchard Dr from Orchard Place apartments to SE 5th St

- Improvements will include pavement widening, ~250 feet of sidewalk, curb & gutter, trail connection, JUT design for undergrounding existing overhead power and illumination, ADA curb ramps, and stormwater runoff collection.
- Stormwater runoff from the upstream development will be intercepted and routed through a proposed stormwater system to an existing stormwater system across the street.
- Pavement will be widened to accommodate angled street parking.
- Four existing power poles, illumination, and associated lines to be undergrounded. PH will coordinate with impacted utilities during design. Illumination design is not anticipated.

5. East side of Mt. Si Rd from the proposed North Bend Way roundabout to Snoqualmie Valley Trail

- Improvements will include intersection improvements, ~550 feet of sidewalk, curb & gutter, pavement removal, trail connection, and stormwater runoff collection improvements.
- This will include possible removal or relocation of existing wood poles.
- No utility or illumination work is anticipated on Mt. Si Road.

Task Summary

Task 001	Project Management
Task 002	Survey & Base Mapping
Task 003	Geotechnical Services
Task 004	Stormwater Design Services
Task 005	30% Preliminary Design
Task 006	60% Design
Task 007	90% Design
Task 008	Final Design
Task 009	Management Reserve
Expenses	

Preliminary Project Schedule

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

Notice to Proceed ("NTP")	September 2025
Survey	September 2025
Initial Geotechnical Explorations	September 2025
30% Preliminary Design & Stormwater Memo Submittal	late October 2025
Project Walk-Through	November 2025
60% Design Submittal	January 2026
Additional Geotechnical Explorations (If Needed)	January – March 2026
90% Design Submittal	March 2026
Final Design Submittal	April 2026
Bidding & Award	April/May 2026

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

Scope of Work

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

Task 001 Project Management

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

ASSUMPTIONS & EXCLUSIONS

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

Task 002 Survey & Base Mapping

This task will be exclusively for S&F Land Services (“S&F”) and any PH coordination time is included in Task 001 above. S&F’s scope is included as Exhibit C attached to this proposal.

Task 003 Geotechnical Services

This task will be exclusively for Associated Earth Sciences, Inc (“AESI”) and any PH coordination time is included in Task 001 above. AESI’s scope is included as Exhibit D attached to this proposal. Note that the unit costs provided in the budget below the 2026 Sidewalk Gaps subtotal are considered in Task 009 of this proposal.

Task 004 Stormwater Design Services

This task will be exclusively for Prizm Consulting, Inc. (“Prizm”) and any PH coordination time is included in Task 001 above. Prizm’s scope for this task includes Prizm’s Task 001: Project Management and Prizm’s Task 002: Preliminary Stormwater Analysis of Exhibit E, attached to this proposal. Prizm’s Task 003: Stormwater Engineering Services Reserve is included in Task 009 of this proposal.

Task 005 30% Preliminary Design

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

ASSUMPTIONS & EXCLUSIONS

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

DELIVERABLES

- The 30% Preliminary plans will be provided electronically as PDFs.
- The 30% Preliminary estimate will be provided electronically as PDF and in MS Excel.
- The 30% Design memo will be provided electronically in MS Word.
- See Task 004 Stormwater Design Services for Prizm's Stormwater memo deliverables.

Task 006 60% Design

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

ASSUMPTIONS & EXCLUSIONS

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

DELIVERABLES

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

Task 007 90% Design

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

ASSUMPTIONS & EXCLUSIONS

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

DELIVERABLES

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

Task 008 Final Design

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

DELIVERABLES

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

Task 009 Management Reserve

This task provides for unanticipated services deemed to be necessary during the Project that are not specifically identified in the scope of work tasks defined above. Funds in this task are not to be used unless explicitly authorized by the City. The fee includes three components:

1. AESI's reserve estimate is based on the unit costs provided in Exhibit D, attached to this proposal. This estimate assumes the installation and monitoring of one groundwater well and one pilot infiltration test (PIT) across the five sites. After 30% design deliverables are reviewed by the City, AESI will provide a detailed fee proposal, under this overall reserve task, to the City for completion of any remaining geotechnical work necessary for the approved approaches. See Exhibit D for further information, assumptions, and deliverables.
2. Prizm's reserve estimate is their Task 003: Stormwater Engineering Services Reserve of Exhibit E, attached to this proposal. This estimate is based on included assumptions about the complexity of the TIR to be completed at each site. After 30% design deliverables are reviewed by the City, Prizm will provide a detailed fee proposal, under this overall reserve task, to the City for completion of the TIRs in line with the approved approaches. See Exhibit E for further information, assumptions, and deliverables.
3. PH's reserve estimate is based on ±5% of authorized Tasks.

Expenses

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

General Assumptions and Notes

- The scope and fees outlined above are based on the following:
 - a. Emails and exhibits from the City in June/July 2025.
 - b. Site visit with the City in July 2025.
- The following items are not included in this scope of work:
 - a. Environmental permitting.
 - b. City permitting and Pre-Application meeting.
 - c. Cultural Resources Assessment
 - d. Structural engineering plans.
 - e. ROW services.
 - f. Storm drainage detention or water quality design or analysis beyond the work outlined in Prizm's scope and as authorized by the City.
 - g. Dry utility, gas, or lighting design or agency coordination (unless otherwise identified herein). Exceptions include:
 - i. coordination for pole relocation at Site 1.
 - ii. JUT design and coordination at Site 4.
 - h. Sanitary sewer system design or agency coordination.

- The City will provide available information, including City utility as-builts and GIS information, capital project design plans, and adjacent development project as-builts.
- It is anticipated the City will provide all property owner coordination and rights of entry.
- PH will not pay any agency or easement fees on behalf of the City.
- Fees incurred due to reimbursable expenses such as large format copies (larger than legal size), mileage, and plots will be billed the **Expenses** task.
- Time and expense items are based on our Team's current hourly rates.
- PH reserves the right to move funds between 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 2026 Sidewalk Gaps Project

PH Consulting Staff Category	Hours	Rate	Cost
Principal & Senior Project Manager	59	\$ 275.00	\$ 16,225.00
Senior Project Engineer	281	\$ 215.00	\$ 60,415.00
Project Engineer	213	\$ 210.00	\$ 44,730.00
Associate Engineer	192	\$ 155.00	\$ 29,760.00
CAD Designer III	402	\$ 180.00	\$ 72,360.00
Office Administrator	10	\$ 130.00	\$ 1,300.00
Total Hours	1,157		\$ 224,790.00

Direct Fees \$ 224,790.00

Subconsultants

S&F Inc. (Survey)	\$ 48,420.00
AESI (Geotechnical)	\$ 34,850.00
Prizm (Stormwater)	\$ 27,480.00

Sub-Total Subconsultants (Including 10% Mark-up) \$ 110,750.00

Management Reserve (~5% of Direct Fees & Subconsultants) \$ 62,500.00
(City authorization required for use)

Subtotal \$ 398,040.00

Direct Expenses	Unit	Cost	Total
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Utility Locator	1	\$ -	\$ -
Title Reports	1	\$ -	\$ -
2025 Mileage Rates	1	\$ 0.70	\$ 460.00

Sub-Total Direct Expenses \$ 460.00

Total Fee \$ 398,500.00

CONSULTANT FEES Council Packet September 2, 2025
City of North Bend's 2026 Sidewalk Gaps Project

Task No.	Task Description	Principal & Senior Project Manager	Senior Project Engineer	Project Engineer	Associate Engineer	CAD Designer III	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 275.00	\$ 215.00	\$ 210.00	\$ 155.00	\$ 180.00	\$ 130.00			

001	PROJECT MANAGEMENT									
	Project Coordination	6	40	8			2	56		\$ 12,190.00
	Project Monitoring & Invoicing	2	8				6	16		\$ 3,050.00
	Project Team Meetings	4	8	4				16		\$ 3,600.00
	Project Walk-Through after 30% Design	4	4	4				12		\$ 2,800.00
	Subconsultant Management		6	2			2	10		\$ 1,970.00
	Task 001 Total Hours	16	66	18	0	0	10	110		
	Subtotal Task 001	\$ 4,400.00	\$ 14,190.00	\$ 3,780.00	\$ -	\$ 1,300.00			\$ 23,670.00	\$ 23,670.00

002	S&F INC. (SURVEY AND BASE MAPPING)									
	Survey									\$ 48,420.00
	Note: This Task includes 10% Markup									
	Subtotal Task 002									\$ 48,420.00

003	AESI (GEOTECHNICAL)									
	Geotechnical Services									\$ 34,850.00
	Note: This Task includes 10% Markup									
	Subtotal Task 003									\$ 34,850.00

004	PRIZM (STORMWATER DESIGN)									
	Stormwater Design									\$ 27,480.00
	Note: This Task includes 10% Markup									
	Subtotal Task 004									\$ 27,480.00

005	30% PRELIMINARY DESIGN									
5.1	Cedar Falls Way									\$ 9,290.00
	Plans	1	8	4	6	22		41	\$ 7,725.00	
	Estimate		1	2	6			9	\$ 1,565.00	
5.2	Middle Fork Road									\$ 12,695.00
	Plans	2	10	8	6	30		56	\$ 10,710.00	
	Estimate		1	4	6			11	\$ 1,985.00	
5.3	436th Ave									\$ 11,230.00
	Plans	1	10	8	8	24		51	\$ 9,665.00	
	Estimate		1	2	6			9	\$ 1,565.00	
5.4	Orchard Drive									\$ 8,980.00
	Plans	1	8	4	6	22		41	\$ 7,725.00	
	Estimate		1	2	4			7	\$ 1,255.00	
5.5	Mt. Si Road									\$ 10,320.00
	Plans	1	8	4	8	26		47	\$ 8,755.00	
	Estimate		1	2	6			9	\$ 1,565.00	
	Task 005 Total Hours	6	49	40	62	124	0	281		
	Subtotal Task 005	\$ 1,650.00	\$ 10,535.00	\$ 8,400.00	\$ 9,610.00	\$ 22,320.00	\$ -		\$ 52,515.00	\$ 52,515.00

006	60% DESIGN									
6.1	Cedar Falls Way									\$ 13,140.00
	Plans	1	10	10	6	22		49	\$ 9,415.00	
	Estimate		2	3	5			10	\$ 1,835.00	
	Specifications		2	4	4			10	\$ 1,890.00	
6.2	Middle Fork Road									\$ 17,080.00
	Plans	2	12	12	8	32		66	\$ 12,650.00	
	Estimate	1	2	3	6			12	\$ 2,265.00	
	Specifications	1	2	4	4			11	\$ 2,165.00	
6.3	436th Ave									\$ 13,965.00
	Plans	2	12	10	6	22		52	\$ 10,120.00	
	Estimate		2	3	4			9	\$ 1,680.00	
	Specifications	1	2	4	4			11	\$ 2,165.00	
6.4	Orchard Drive									\$ 13,620.00
	Plans	1	10	10	6	24		51	\$ 9,775.00	
	Estimate	1	2	3	4			10	\$ 1,955.00	
	Specifications		2	4	4			10	\$ 1,890.00	
6.5	Mt. Si Road									\$ 13,715.00
	Plans	2	10	8	6	26		52	\$ 9,990.00	
	Estimate		2	3	5			10	\$ 1,835.00	
	Specifications		2	4	4			10	\$ 1,890.00	
	Task 006 Total Hours	12	74	85	76	126	0	373		
	Subtotal Task 006	\$ 3,300.00	\$ 15,910.00	\$ 17,850.00	\$ 11,780.00	\$ 22,680.00	\$ -		\$ 71,520.00	\$ 71,520.00

CONSULTANT FEES Council Packet September 2, 2025
City of North Bend's 2026 Sidewalk Gaps Project

Task No.	Task Description	Principal & Senior Project Manager	Senior Project Engineer	Project Engineer	Associate Engineer	CAD Designer III	Office Administrator	Total Hours	Subtotals	Totals
	Hourly Rate	\$ 275.00	\$ 215.00	\$ 210.00	\$ 155.00	\$ 180.00	\$ 130.00			

007	90% DESIGN									
7.1	Cedar Falls Way									\$ 9,675.00
	Plans	1	6	4		18		29	\$ 5,645.00	
	Estimate	1	2		4			7	\$ 1,325.00	
	Specifications	1	4	6	2			13	\$ 2,705.00	
7.2	Middle Fork Road					24		35	\$ 6,725.00	
	Plans	1	6	4				9	\$ 1,635.00	
	Estimate	1	2		6			13	\$ 2,705.00	
7.3	436th Ave					18		29	\$ 5,645.00	
	Plans	1	6	4				7	\$ 1,325.00	
	Estimate	1	2		4			13	\$ 2,705.00	
7.4	Orchard Drive					20		31	\$ 6,005.00	
	Plans	1	6	4				9	\$ 1,635.00	
	Estimate	1	2		6			13	\$ 2,705.00	
7.5	Mt. Si Road					18		29	\$ 5,645.00	
	Plans	1	6	4				7	\$ 1,325.00	
	Estimate	1	2		4			13	\$ 2,705.00	
	Specifications	1	4	6	2					
	Task 007 Total Hours	15	60	50	34	98	0	257		
	Subtotal Task 007	\$ 4,125.00	\$ 12,900.00	\$ 10,500.00	\$ 5,270.00	\$ 17,640.00	\$ -		\$ 50,435.00	\$ 50,435.00

008	FINAL DESIGN									
8.1	Cedar Falls Way									\$ 5,100.00
	Plans	1	2	2	2	10		17	\$ 3,235.00	
	Estimate	1	2		2			5	\$ 1,015.00	
	Specifications		2	2				4	\$ 850.00	
8.2	Middle Fork Road					12		21	\$ 4,025.00	
	Plans	1	4	2	2			5	\$ 1,015.00	
	Estimate	1	2		2			4	\$ 850.00	
	Specifications		2	2						
8.3	436th Ave					10		17	\$ 3,235.00	
	Plans	1	2	2	2			5	\$ 1,015.00	
	Estimate	1	2		2			4	\$ 850.00	
	Specifications		2	2						
8.4	Orchard Drive					12		19	\$ 3,595.00	
	Plans	1	2	2	2			5	\$ 1,015.00	
	Estimate	1	2		2			4	\$ 850.00	
	Specifications		2	2						
8.5	Mt. Si Road					10		17	\$ 3,235.00	
	Plans	1	2	2	2			5	\$ 1,015.00	
	Estimate	1	2		2			4	\$ 850.00	
	Specifications		2	2						
	Task 008 Total Hours	10	32	20	20	54	0	136		
	Subtotal Task 008	\$ 2,750.00	\$ 6,880.00	\$ 4,200.00	\$ 3,100.00	\$ 9,720.00	\$ -		\$ 26,650.00	\$ 26,650.00

009	MANAGEMENT RESERVE									
9.1	PH									\$ 11,000.00
9.2	AESI									\$ 24,000.00
	Note: This Task includes 10% Markup									
9.3	Prizm									\$ 27,500.00
	Note: This Task includes 10% Markup									
	Subtotal Task 009									\$ 62,500.00

	EXPENSES									
	Total Estimated Expenses									\$ 460.00
	PH TOTAL HOURS	59	281	213	192	402	10	1,157		
	TOTAL ALL TASKS	\$ 16,225.00	\$ 60,415.00	\$ 44,730.00	\$ 29,760.00	\$ 72,360.00	\$ 1,300.00		\$ 224,790.00	\$ 398,500.00

S&F Land Services

Your Proven Geospatial Partner

1750 112th Avenue, Suite B-216 - Bellevue, WA 98004 | 425-832-3872

info@sflands.com - www.sflands.com

August 8, 2025

PH CONSULTING

Attn: Ken Lauzon

5510 15th St. E.

Fife, WA 98434

Email: Ken@phtraffic.com

Phone: 206-375-2403

RE: S&F - North Bend 2026 Sidewalk Gaps Project

Ken,

On behalf of S&F Land Services, I am pleased to submit this proposal to provide professional surveying services for Sites 1,2,3,4, and 5, over the areas shown on the enclosed Exhibits A.

PROJECT DESCRIPTION**The Project area generally includes all improvements at the following sites:****Site 1 – North Side of Cedar Falls Way:**

North half street within clouded area from Stilson, east to Cottages of North Bend (~400')

Tie-in to West and South and includes 15' northerly R/W overlap.

See areas of survey on enclosed Exhibit A

TOPOGRAPHIC SURVEY BASE MAPPING Fee: \$7,535.00

Under this task, S&F will prepare base mapping for the area specified in the Project Description above. An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification.

This task includes:

- Topographic survey for design over the clouded area of Cedar Falls Way.
- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and surveyors.
- Calculated right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the King County Parcel GIS lines.
- Survey and map individual trees 6" DBH and greater within the site areas.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.
- Structures (manholes/catch basins): pipe inverts, size, direction, and material.

Site 2 – SE Middle Fork Road:

Within clouded area but only to southerly pavement edge, from east side of Mori Estates to west side of Twin Falls Middle School property (up to existing sidewalk or ~1,500') See areas of survey on enclosed Exhibit A- City to put down paint of additional extents.

TOPOGRAPHIC SURVEY BASE MAPPING Fee: \$10,995.00

Under this task, S&F will prepare base mapping for the area specified in the Project Description above. An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification.

This task includes:

- Topographic survey for design over the clouded area of SE Middle Fork Road.
- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and surveyors.
- Calculated right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the King County Parcel GIS lines.
- Survey and map individual trees 6" DBH and greater within the site areas.
- Set additional benchmarks at least 1 per 1000' of route mapping.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.
- Structures (manholes/catch basins): pipe inverts, size, direction, and material.

Site 3 – 436th Avenue:

Within clouded area but not beyond east side, from North Bend Way to Round-a-bout to 136th Round-a-bout (~1,000') See areas of survey on enclosed Exhibit A- include connecting structures, culverts and swales.

TOPOGRAPHIC SURVEY BASE MAPPING Fee: \$11,875.00

Under this task, S&F will prepare base mapping for the area specified in the Project Description above. An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification.

This task includes:

- Topographic survey for design over the clouded area of 436th Avenue.
- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and surveyors.
- Calculated right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the King County Parcel GIS lines.
- Survey and map individual trees 6" DBH and greater within the site areas.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.
- Structures (manholes/catch basins): pipe inverts, size, direction, and material.

Site 4 – SE Orchard Drive

Within clouded area, full pavement but not beyond the back of sidewalk on north and overlap well into brush on SE R/W from SE 5th Street to apartments (~330')

See areas of survey on enclosed Exhibit A

TOPOGRAPHIC SURVEY BASE MAPPING Fee: \$7,095.00

Under this task, S&F will prepare base mapping for the area specified in the Project Description above. An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification.

This task includes:

- Topographic survey for design over the clouded area of Orchard Drive.
- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Calculated right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the King County Parcel GIS lines.
- Survey and map individual trees 6" DBH and greater within the site areas.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.
- Structures (manholes/catch basins): pipe inverts, size, direction, and material.

Site 5 – Mount Si Road

Within clouded area, full pavement but not beyond B/W on northwest, from future Round-about to North Bend Way to Snoqualmie Valley Trail (~600') See area of survey on enclosed Exhibit A

TOPOGRAPHIC SURVEY BASE MAPPING Fee: \$7,515.00

Under this task, S&F will prepare base mapping for the area specified in the Project Description above. An AutoCAD drawing will be prepared at a scale of 1" = 20', or as required by the design engineer or the City before drafting commences. Existing Aerial and/or LIDAR mapping sources may be utilized either directly or as a basis for verification.

This task includes:

- Topographic survey for design over the clouded area of Mount Si Road.
- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and purveyors.
- Calculated right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the King County Parcel GIS lines.
- Survey and map individual trees 6" DBH and greater within the site areas.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals along subject area.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.
- Structures (manholes/catch basins): pipe inverts, size, direction, and material.

Assumptions:

- i. The City will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity.
- ii. Underground Utilities:
 - a. S&F assumes no responsibility for the accuracy of the delineation of underground utilities by utility locating firms and/or the respective utility owners, nor for the existence of any buried objects. All utility locations should be field verified prior to construction.
- iii. S&F will have unobstructed access to the subject property to complete the above scope of work.
- iv. DATUM: Horizontal Datum will be NAD 83/2011 State Plane Coordinates or as otherwise directed. Vertical Datum will be NAVD'88 as per the jurisdiction in which the project is located or as otherwise directed.

Deliverables:

- i. AutoCAD .dwg drawing file.

Schedule:

- i. Deliverables could be furnished as each site is completed within 4 weeks of contracted notice to proceed.

NOTE: A more aggressive schedule may be available

Fees:

The fees for the scope of services as described above will be on a fixed fee basis. Additional services requested and approved by the Client not described herein will be billed as a Contract Addendum.

FEES	\$44,015.00
1. Site 1	\$7,535
2. Site 2	\$10,995
3. Site 3	\$11,875
4. Site 4	\$7,095
5. Site 5	\$7,515

EXPENSES	<i>invoiced at cost plus 10%</i>
A. None Expected)	

If this proposal is acceptable to you, please sign a copy of this letter and return it to us as our notice to proceed. Signing this document is a promise to pay for services as outlined above, and acknowledgment of our enclosed terms and conditions. I appreciate the opportunity to provide this proposal for your consideration. If you have any questions or concerns, please feel free to call me at the phone number listed above.

Sincerely,



Zane Nall, PLS - Senior Project Manager

(Date Accepted)

S&F Land Services

(Signature)

(Name)

(Title)

EXHIBIT A

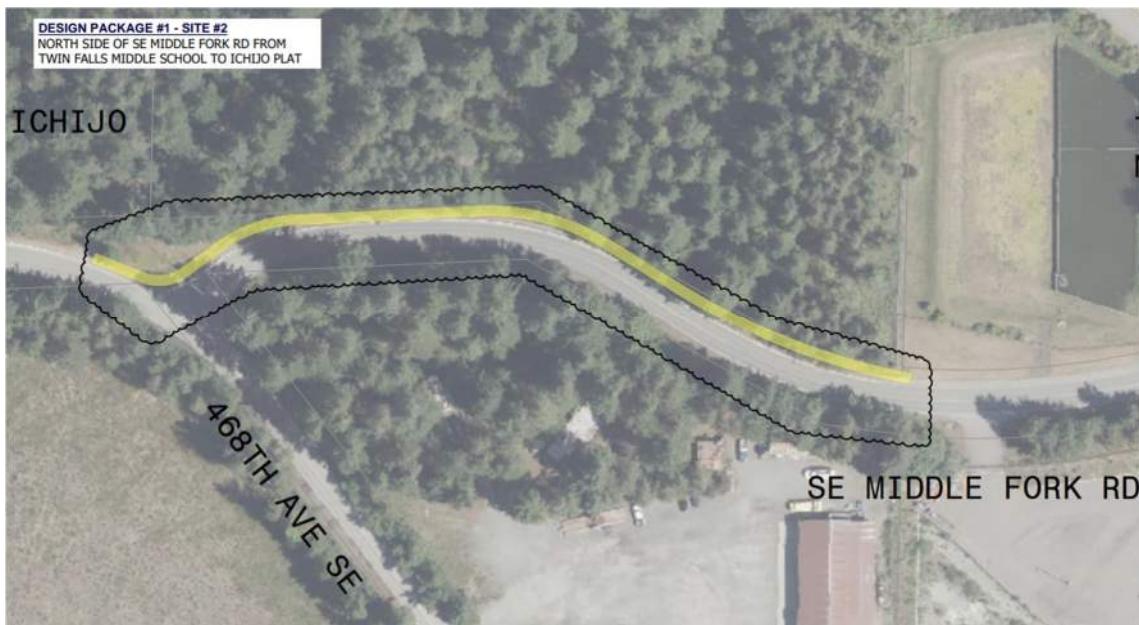


EXHIBIT A

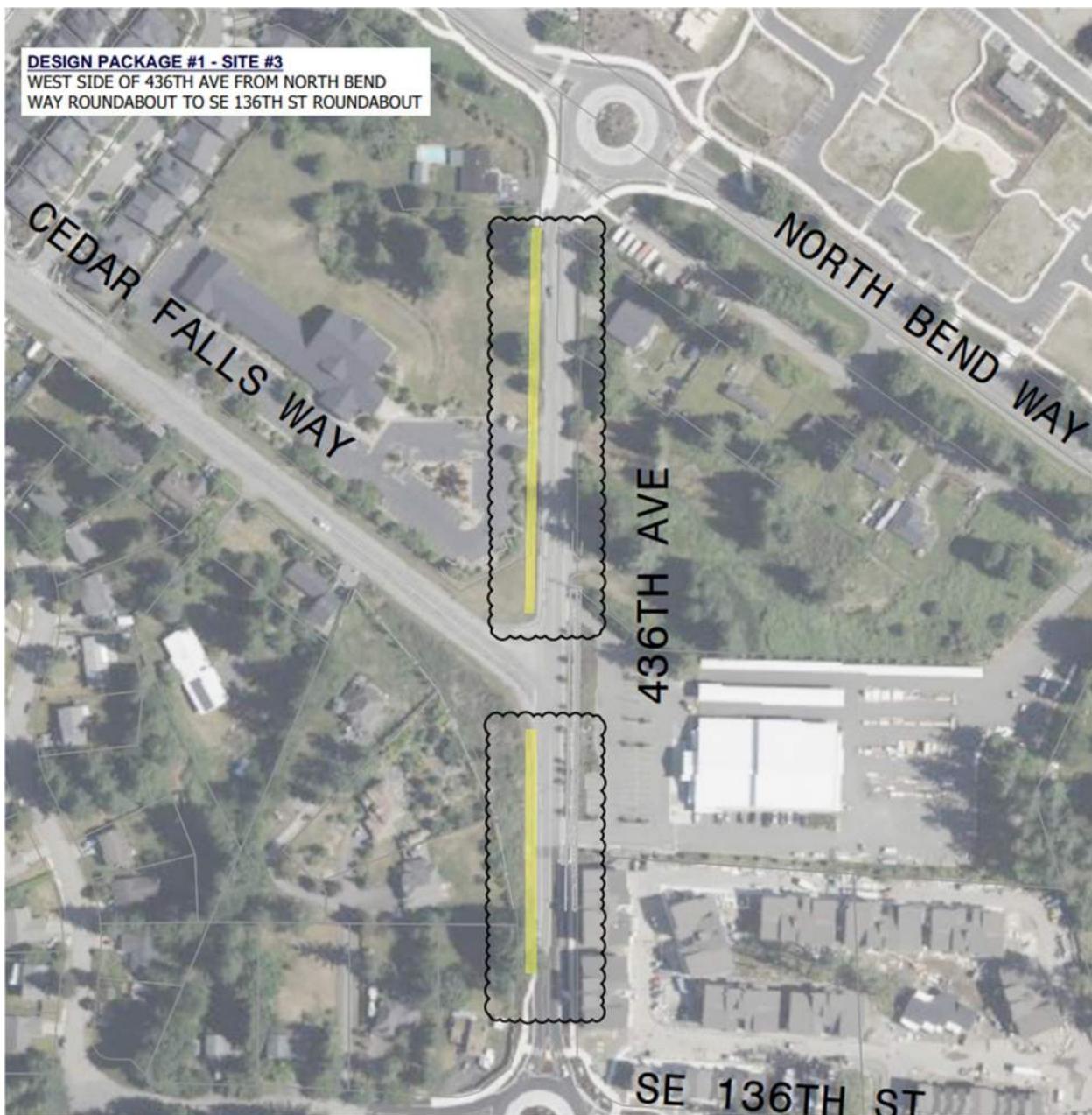


EXHIBIT A



These Standard Terms & Conditions are made a part of this Agreement between S&F Land Services, LLC (herein referred to as S&F) and the CLIENT. The CLIENT has read and agrees to the following Standard Terms & Conditions as an integral part of this Agreement.

SECTION 1 – SERVICES OF S&F

- A. **Authorization to Proceed:** Any request by CLIENT to proceed with work shall constitute an acceptance of all terms of this Agreement, including these Standard Terms & Conditions. Signing the contract and providing any required retainer shall be construed as authorization by CLIENT for S&F to proceed with the work.
- B. **Fees:** The fees related to the scope of work are good for 30 days after the date they are prepared. If, at any time during the completion of the scope, the project is delayed for more than 60 days then S&F has the right to re-evaluate the fees accordingly.

SECTION 2 – TERMS OF PAYMENT

- A. **Payment:** Invoices will be issued monthly by S&F and are due and payable on receipt. Interest is charged at a periodic rate of 1.5% per month (18% APR) on all invoices not paid within thirty (30) days. If any invoice is not paid in full within 30 days after the invoice date, then in addition to any other remedies available to S&F, it may cease performing work and not release any information or documents hereunder upon delivery of written notice of its intention thereof to the CLIENT. Further, in the event of such default, S&F shall have the right, but not the obligation, to cease performing work under any other contract then outstanding between the CLIENT and S&F. CLIENT and S&F agree payment to S&F is not subject to any payments due CLIENT from any third party and payments due S&F will not be delayed pending a third-party disbursement. If CLIENT disputes any portion of an invoice, CLIENT shall notify S&F of the dispute (including amount) in writing within 30 days of the invoice date. CLIENT hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if CLIENT fails to provide the required notice.
- B. **Reimbursable Expenses:** Outside services, reproductions etc. required to complete the job that are not itemized in the Scope of Work are invoiced as Reimbursable Expenses, at cost plus 10%.
- C. **Collection Expenses:** Should S&F incur expenses to collect any past due sum, the CLIENT agrees to pay said expenses in addition to all other charges due under this contract.

SECTION 3 – OBLIGATIONS OF CLIENT

- A. **Differing Site Conditions:** If any of the physical conditions at the site which is the subject of this Agreement are different than those represented by the CLIENT or different than those encountered in work of a similar character, and such differences adversely affect S&F's performance of services, S&F may terminate its services after notifying the CLIENT of such Differing Site Conditions or CLIENT agrees, in writing, to new or modified scope of services and fees.
- B. **Site Access:** S&F understands the CLIENT has unrestricted access to the site and shall therefore afford S&F access to the site to the same degree as CLIENT.
- C. **Unmanned Aerial Vehicle (UAS/Drone):** S&F may utilize UAS to compile aerial photography or other data of the project site before, during, and after construction. CLIENT grants S&F permission to operate the UAS over the project site and that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by S&F, and that the CLIENT has authority to grant these rights and to make these

representations. CLIENT shall defend, indemnify and hold S&F harmless from any breach of these representations, and from any claims or demands against S&F arising from any allegation of trespass, non-consent, or any other issue arising out of S&F's UAS operations, except to the extent that S&F causes property damage or personal injury that arises out of S&F's negligence.

SECTION 4- OBLIGATIONS OF S&F

- A. **Equal Opportunity Employment:** S&F is committed to the principles of equal opportunity and affirmative action in employment and procurement. S&F does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.
- B. **Jurisdictional Requirements:** S&F will complete all work based on the current governing agencies requirements as of the time of this contract, and as consistent with the Standard of Care.
- C. **Standard of Care:** The Standard of Care for all professional services performed or furnished by S&F under this Agreement will be the skill and care used by members of S&F's profession practicing under similar circumstances at the same time and in the same locality and nothing in the Agreement obligates S&F to provide services that exceed the Standard of Care. S&F makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with S&F's services.
- D. **Insurance:** S&F will maintain Professional, Commercial General, Automobile, and Worker's Compensation.

SECTION 5 – GENERAL CONSIDERATIONS

- A. **Limitation of Liability:** S&F's liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to the lesser of the fee paid to S&F by the CLIENT for this scope of services, or the remaining applicable professional liability insurance coverage proceeds available to S&F (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). No director, officer, shareholder, employee, or other individual representative of S&F shall have any personal or other liability to Client or any other party, for any and all claims, except fraud claims, arising out of or relating to this Agreement, the Project, or services performed, or work product created in connection with either.
- B. **Assignment:** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties, which consent will not be unreasonably withheld.
- C. **Termination:** Either CLIENT or S&F may terminate this Authorization by giving 30 days written notice to the other party. In such event, CLIENT shall immediately pay S&F in full for all work previously authorized and performed prior to the effective date of termination. S&F need not give 30 days' notice if the reason for termination is client's non-payment.
- D. **Suspended Work:** If CLIENT suspends work for more than thirty (30) days, S&F shall have the right to revisit the scope of services and/or fees and make reasonable adjustments to account for staff remobilization, project scope changes or updates in computer software, drafting project updates, staff compensation, firm overhead changes, insurance requirement changes, or other expenses as deemed by S&F to be related to the project. The original scope of work and fee may be revised in its entirety.

- E. **Dispute Resolution:** CLIENT and S&F agree that they shall first submit any and all unsettled claims, counter claims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation, effective as of the date of this agreement.
- F. **Controlling Law, Jurisdiction and Venue:** This Agreement shall be governed by the laws and jurisdiction of the State and County in which the Project at issue is located.
- G. **Ownership of Documents:** All documents prepared or furnished by S&F pursuant to this Agreement are instruments of S&F's professional service, and S&F shall retain an ownership and property interest therein. S&F shall have the right to utilize work products and descriptions for purposes of marketing/advertising. S&F grants CLIENT a license to use instruments of S&F's professional service for the purpose of construction, occupying, and maintaining the Project. Reuse or modification of any such documents by CLIENT, without S&F's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold S&F harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by CLIENT or by others acting through CLIENT.
- H. **Use of Electronic Media:** Copies of documents that may be relied upon by CLIENT are limited to the final documents that are signed or sealed by S&F, or digitally signed files that are not invalidated or modified. Files in electronic format or text, data, graphic or other types that furnished by S&F to CLIENT are only for convenience of CLIENT, unless they are digitally signed, validated, and not modified. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format (including those that are digitally signed), S&F makes no representations as to long-term compatibility, usability, security (i.e. viruses or other electronic threats).
- I. **Lien Rights.** S&F may perform or discharge any and all procedures, acts, notices, and filings to perfect its lien rights under the applicable state law, notwithstanding any limits or requirements established by Section 5E, above.
- J. **Force Majeure:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- K. **Indemnification:** CLIENT and S&F each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses specifically excluding attorneys' fees and costs, but only to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions in relation to the project, or claims of copyright or patent infringement arising from the use of any documents provided by any previous design firm. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and S&F, they shall be borne by each party in proportion to its negligence.
- L. **Negligence:** If due to S&F's negligence or otherwise, a required component of the project is omitted from the S&F's services, S&F shall not be responsible for paying for the cost required to add such item or component to the extent that such item or component would have been required and included in the original documents. Furthermore, in no event will the S&F be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- M. **Waiver of Consequential Damages:** In no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages arising from or relating to this Agreement, including, but not limited to, lost revenue; lost profits; replacement goods; loss of technology, rights or services; loss of data; or interruption or loss of use of services or equipment, rent, opportunity costs, increased interest and attorney's fees, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability or otherwise.
- N. **Statute of Limitations:** Any and all claims and/or causes of action between the parties arising out of or relating to this Agreement shall be brought by either party within the sooner of either: two (2) years of substantial completion of the Project or termination of this Agreement or the project, whichever first occurs.
- O. **Notice of Claim:** CLIENT shall provide S&F written notice of any potential claim, or facts that could result in a claim, against S&F within ten (10) days after the date of the occurrence of the event causing the potential claim or facts as a condition precedent to any recovery from S&F. CLIENT's failure to provide such notice shall constitute waiver of such claim.
- P. **Integration; Amendments:** This instrument contains the entire agreement between CLIENT and S&F and supersedes any and all prior written and/or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.
- Q. **Certificate of Merit:** The CLIENT shall make no claim for professional negligence either directly or by way of cross complaint or third-party complaint against S&F unless the CLIENT has first provided S&F with a written certification executed by an independent consultant currently practicing in the same discipline as S&F and licensed in the State of the jurisdiction of the Project location. This certification shall: (a) contain the name and the license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a land surveyor performing professional services under similar circumstances as S&F; (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to S&F not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence of any existing state law in force at the time of the claim or demand for arbitration or judicial proceeding.
- R. **Conflicting Terms.** To the extent that any document or otherwise conflicts or purports to conflict with any terms or conditions of this Agreement (including this Exhibit), the terms and conditions of this Agreement and its Exhibits shall control.



August 11, 2025
Project No. 20250162E001

**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 5th Avenue
Kirkland, Washington 98033

on this 11th day of August 2025 between

Client: PH Consulting, LLC
5510 15th Street East
Fife, Washington 98424

Attention: Ken Lauzen

Subject: Geotechnical Assessment and Recommendations
2026 Sidewalk Gap Projects
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 City of North Bend's 2026 Sidewalk Gaps Project consists of several right-of-way (ROW) improvement projects located in the City of North Bend. The projects will generally involve new sidewalks, curbs, planter strips, and infiltration facilities. The projects and a brief description for each are provided below.

- **Cedar Falls Way (North Side)** – This project will add sidewalk on the north side of Cedar Falls Way and connect to existing sidewalk on both ends. This new stretch of sidewalk will extend some 320 feet from just east of the intersection with Stilson Avenue to the North Bend Cottages development. We anticipate stormwater infiltration will be pursued. The north side of this section of Cedar Falls Way consists of a paved shoulder about 4 feet wide which transitions to a grass-surfaced area that slopes downward several feet to the north.

- **SE Middle Fork Road** – New sidewalk will be constructed on the north side of SE Middle Fork Road from 468th Avenue SE to Twin Falls Middle School Campus, approximately 700 feet. The north side of the project section of road generally consists of a curb near the fog line, a section of paved shoulder followed by a naturally vegetated swale.
- **436th Avenue SE** – The project section is on the west side of 436th Avenue SE and is split into two sections by the intersection with Cedar Falls Way. Combined, the two sections have an approximate length of 900 feet. The west shoulder of 436th Avenue SE generally consists of a paved shoulder about 4 feet wide and a grass-lined swale.
- **SE Orchard Drive** – A new sidewalk will be constructed along the east side of SE Orchard Drive between Orchard Place to the Orchard Place Townhomes, a distance of about 260 feet. The east side of SE Orchard Drive along the project alignment has no paved shoulder and generally consists of a grass-lined swale.
- **Mount Si Road** – New sidewalk will be constructed on the east side of Mount Si Road between the Snoqualmie Valley Trail and North Bend Way, a distance of about 650 feet. The east side of Mount Si Road consists of an approximate 2-foot paved shoulder and grass-surface swale area.

2.0 Geotechnical Consultant agrees to provide the following services:

Our scope of work generally includes completing vacuum-truck assisted hand explorations at each site. We have also included unit costs for well installation, groundwater monitoring, and pilot infiltration testing, should these services be required on one or more of the project sites.

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 each 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 for each site. 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. Three to six explorations would be completed at each location and advanced to depths up to 10 feet below the surface or the depth obtained within an hour at each location. Our cost estimate includes 3 days of vacuum truck and 18 total explorations. 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 gravelly soil conditions which is anticipated at several of the sites, compared to only using hand tools.

Traffic Control

We have included costs for traffic control at each location. This cost includes engaging a traffic control company to provide a traffic control plan at each site. During drilling the traffic control company will provide the necessary signage, cones, and flaggers (if required).

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 one grain-size (sieve) test for each site for a total of 5 sieves. 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 one technical memorandum for the five sites that presents our various findings, measurements, conclusions, and recommendations regarding shallow infiltration feasibility and geotechnical recommendations for design and construction of the improvements. Specific items to be addressed in our technical memorandum 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 explorations;
- A summary of mapped and readily available geological data for the project sites and immediate vicinity;
- Laboratory testing results;
- A discussion on the permeability of the sediments and potential performance of an infiltration swale, where applicable;
- Structural fill recommendations, including suitability of site materials for reuse in structural fill applications;
- Site preparation;
- Subgrade recommendations for sidewalks and retaining wall;
- 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:

- Retaining wall design.
- 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 and have included unit costs for well installation, 3 months of groundwater monitoring and pilot infiltration testing. Our cost estimate assumes the fieldwork for the different project groups will occur concurrently.

Budget

TASK 003

2026 Sidewalk Gaps

Project Coordination and Public Locate	\$1,500
Vacuum Truck (3 Days)	\$10,530
AESI Field Time (3 Days).....	\$4,750
Traffic Control (3 Days)	\$6,900
Laboratory Tests(5 sieves)	\$1,500
Engineering and Reporting	<u>\$6,500</u>
Subtotal	\$31,680

Unit Cost Well Install and Monitoring

Project Coordination and Public Locate	\$500
Exploration Borings (1 well to 25-feet).....	\$5,500
AESI Field Time.....	\$1,700
Laboratory Tests	\$250
Groundwater Monitoring (3 months)*	<u>\$3,500</u>
Subtotal	\$11,450

* For multiple wells the monitoring costs would only increase \$250 for each site.

Unit costs for well installation includes completion of a well with a hollow-stem auger (HSA) drill rig to a maximum depth of 25 feet. Based on our experience HSA drilling may not be suitable for certain locations within the City of North Bend due to the presence of gravels and cobbles. If significant gravels are encountered during the Vactor explorations, we would recommend using sonic drilling methods for well installation which would result in additional costs.

Unit Cost Pilot Infiltration Test

Project Coordination and Public Locate	\$750
Subcontracted Excavator (1 Day).....	\$4,500
AESI Field Time	\$2,250
Water Truck	\$2,500
Laboratory Tests	<u>\$250</u>
Subtotal	\$10,250

Excluded Items

This scope of work does not include costs for the following:

- Retaining wall design.
- 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.

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 5th Avenue, Kirkland, Washington 98033.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

The undersigned has reviewed and accepts the attached General Conditions.

Anthony W. Romanick, P.E.
Associate Engineer

Client _____ Date _____
Authorized Representative Signature _____

Matthew A. Miller, P.E.
Principal Engineer

Client (please print name) _____

Attachments: Schedule of Charges/General Conditions

AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:

CITY OF NORTH BEND

2026 SIDEWALK GAPS – STORMWATER ENGINEERING SERVICES

PROJECT UNDERSTANDING

Based upon our understanding of the project requirements and discussions with the City and PH Consulting Inc. ("PH"), Prizm Land Inc. ("Prizm") will provide stormwater engineering services for 5 sites of new sidewalk throughout the City of North Bend.

SCOPE OF WORK

Task 001: Project Management

This task is for general coordination and meetings on the project, including detail review/discussion meetings, in-house quality assurance, coordination with prime consultant, etc. This task also includes initial project setup, and compiling existing project files/records for use in accomplishing the tasks outlined below. Prizm personnel will attend and participate in meetings with you as the project progresses. Prizm will prepare monthly invoices for work performed during the previous month.

Deliverables

Monthly progress reports, invoices, QA/QC.

Task 002: Preliminary Stormwater Analysis

Prizm will provide preliminary stormwater engineering services including analysis of stormwater requirements for each site and a memorandum summarizing the minimum requirements and how they will be addressed in compliance with the 2021 King County Storm Water Design Manual as amended in 2024 as adopted by the City of North Bend for the following sites below:

- Cedar Falls Way (from Stilson to Cottages)
- SE Middle Fork Road
- 436th Ave
- Orchard Dr
- Mt Si Rd (NBW RAB to SVT)

The Stormwater Memorandum is anticipated to include:

- Summary / Project description
- Vicinity map.
- Existing and Developed Conditions area take-off.
- Applicable Minimum Requirements analysis
- Determination on required level of design for flow control, water quality and BMP analysis
- Summary of each minimum requirement and how they will be addressed



Deliverables

(5) Stormwater Memorandums at 30% Design (PDF).

Assumptions and Exclusions

The following assumptions have been made in preparation of this scope of work:

- All project sites are anticipated to require a Full Drainage Review.
- All project sites are anticipated to be subject to Core Requirements 1-9 and Special Requirements 1-5.
- All project sites require no higher than a Level 1 downstream analysis.
- Project site improvement plans and existing topographic survey shall be provided by others.
- Geotechnical Report shall be provided by others.
- Environmental Analysis, including Critical Areas Report shall be provided by others, as needed.

Task 003: Stormwater Engineering Services Reserve

Prizm will provide stormwater engineering services including analysis, collection, and conveyance and prepare a Construction Stormwater Pollution Prevention Plan ("CSWPPP") and a Technical Information Report in accordance with the 2021 King County Storm Water Design Manual as amended in 2024 as adopted by the City of North Bend. This report shall include the following information:

- Project overview
- Conditions and requirements summary
- Offsite analysis
- Flow Control, LID and Water Quality analysis and design (if required)
- Conveyance system analysis and design
- Special reports and studies (to be provided by others)
- Other Permits
- CSWPPP
- Operations and Maintenance manuals
- Existing and Developed conditions exhibits

Deliverables

(5) Technical Information Report at 90% Design (PDF).

(5) CSWPPP at 90% Design (PDF).

Assumptions and Exclusions

The following assumptions have been made in preparation of this scope of work:

- This task is an estimate based on known site conditions and design at the time of this agreement. Following Task 2 deliverables, a detailed fee will be proposed to the City to complete the Technical Information Report for each project site.
- This task shall not be used without prior approval of the City and Prime Consultant.
- This task estimate assumes flow control and water quality facility design will not be required.
- All project sites are anticipated to require a Full Drainage Review.



- All project sites are anticipated to be subject to Core Requirements 1-9 and Special Requirements 1-5.
- All project sites require no higher than a Level 1 downstream analysis.
- Project site improvement plans and existing topographic survey shall be provided by others.
- Geotechnical Report shall be provided by others.
- Environmental Analysis, including Critical Areas Report shall be provided by others, as needed.

GENERAL ASSUMPTIONS AND NOTES

Project Understandings and Assumptions:

In preparing the proposal, we have assumed the following:

1. Scope and fees outlined herein are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
 - a. Correspondence prior to the effective date of this Agreement.
2. Prizm will not pay any Agency fees on behalf of the Client. This includes any fees associated with permits and easements.
3. Obtaining any offsite easements or right-of-entry including permanent easements (if required) will be the responsibility of the Client.
4. The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called EXPENSES and will be billed in accordance with Prizm's current Rate Sheet.
5. Time and expense items are based on Prizm's current hourly rates.
6. These fees stated herein are valid if accepted within 30 days of the date of the proposal.
7. Prizm reserves the right to adjust Task/Project fees per current market conditions for tasks not started within a year of contract execution.
8. Prizm reserves the right to move funds between approved tasks 001-002 as necessary based on approved scope of work provided the overall budget is not exceeded. Client Project Manager will be notified if funds are shifted.
9. Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
10. Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
11. If the Client requests Prizm's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Prizm'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 and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work is attached.

ADDITIONAL SERVICES

Prizm has the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Materials basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client.



City of North Bend - 2026 Sidewalk Gaps

Job Number: 250041
Date: 8/7/2025

Prepared By: Mohamed Elsawi, EIT
Checked By: Grace Garwin, PE

Task #	Base Tasks	Project Manager \$215/hr Hours	Engineer \$170/hr Hours	Total Hours	Total Fee	Fee Type	
001	Project Management	34	22	56	\$11,050	Not to Exceed	TASK 004
002	Preliminary Stormwater Analysis	15	60	75	\$13,430	Not to Exceed	
003	Stormwater Engineering Services Reserve Expenses				\$25,000	Not to Exceed	TASK 009
		Total Hours	49	82	131	\$500	Not to Exceed
	Prizm Personnel	\$10,535	\$13,940		\$49,980		TASK 004

001 Project Management

Item #	Description	Project Manager	Engineer	Total Hours	Total Fee
		\$215/hr	\$170/hr		

1	Project Meetings	8	8	16
2	Monthly Invoices/Progress Reports	8	8	8
3	QA/QC	8	4	12
4	General Project Coordination	8	8	16
5	Kickoff Meeting	2	2	4

Total Hours	34	22	56
Total Fee	\$7,310	\$3,740	\$11,050

002 Preliminary Stormwater Analysis

Item #	Description	Project Manager	Engineer	Total Hours	Total Fee
		\$215/hr	\$170/hr		

1	Background Research	2	15	17
2	Area Take Offs (5 sites)	3	20	23
3	Flow control and Water Quality Analysis	5	15	20
4	Stormwater Memorandum (5 sites)	5	10	15
		Total Hours	60	75
		Total Fee	\$10,200	\$13,430

003 Stormwater Engineering Services Reserve

Item #	Description	Total Cost	Total Fee
1	Stormwater Engineering Reserve (5 @ \$5,000/ea)	\$25,000	\$25,000



City Council Agenda Bill

SUBJECT:	Agenda Date: September 2, 2025	AB25-089
Appointment of Eyleen Eusebio to the Parks, Recreation and Beautification Commission Youth Member Position No. 5	Department/Committee/Individual	
	Mayor Mary Miller	X
	City Administrator – Amber Emery	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Mark Rigos	
Attachments: Application		
SUMMARY STATEMENT:		
In 2007 the Council passed Ordinance 1277 which amended Parks Commission membership and established a youth position as set forth below.		
Section 1. NBMC 2.24.020 (Membership), Amended: North Bend Municipal Code Section 2.24.020 (Membership) reads in part:		
2.24.020 Membership. “One member shall be a resident of the Snoqualmie Valley School District enrollment area, shall be between the ages of 16 and 18 years at the time of appointment, and shall have full voting rights.”		
On July 22, 2025 Mayor Mary Miller, City Administrator Amber Emery, Community & Economic Development Director James Henderson and Planning Manager Mike McCarty interviewed Eyleen Eusebio for the youth position for the 2025-2026 School Year.		
Mayor Miller is recommending the appointment of Eyleen Eusebio as the youth member on the Parks Commission due to her enthusiasm to serve as a volunteer in the community and her passion for recreation and the outdoors.		
APPLICABLE BRAND GUIDELINES: Commitment to invest in the City and foster community engagement and pride.		
COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to approve AB25-089, confirming the appointment of Eyleen Eusebio to Youth Member Position No. 5 on the Parks Commission, term expiring August 31, 2026.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
September 2, 2025		



City of North Bend Commission Application

RECEIVED

JUN 20 2025

Application Bend

Name: Eyleen Laurice Eusebio

Address: Snoqualmie, WA 98065

Phone: _____ Email: _____

residence in North Bend or 98045: 14

Commission desired: 1st Choice Parks, Recreation, and 2nd Choice Business and Economic

Explain why you are interested in serving:

I want to serve because my brother, Ethan Eusebio, inspired me. I also care about the spaces in our community where people come together, like parks. I think it's important for teens to have a voice and I'd like to share ideas to help make our parks better for everyone.

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

I've volunteered at a local food drive, helped with school sports concessions and served at my church as an altar server and by helping with the coffee hour for several years. I have also served as a Girl Scout and I'm part of school clubs and teams, where I've learned to work well with others and take on leadership roles.

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

I'm good at leading and working in teams from being in dance, choir and school clubs. I've also learned how to stay organized and speak up in group settings, which I think would help me share ideas and represent other students well. I think those skills would help me bring a strong youth voice to the Parks Commission.

What is your Educational/Occupational Background?

I'm an incoming 10th grader involved in many school and community activities. I serve as a Cadet Technical Sergeant in Civil Air Patrol, where I've learned leadership, teamwork and even got to co-pilot a plane. I'm in choir, on the dance team and hold leadership roles in high school clubs and groups. I also volunteer at local food drives, school sports concessions and serve at my church. These experiences have helped me become more confident, responsible and a strong team player.

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

I see the commission as a group that helps guide how parks and programs grow in the city. It makes sure community voices, including youth, are heard when decisions are made about spaces we all use.

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

To me, a successful North Bend is a city where everyone feels welcome, parks and community spaces are safe and fun and people of all ages, especially kids and teens, have chances to get involved and make a difference.

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

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

No

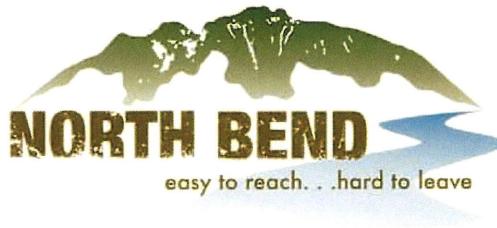
Are there days or evenings you would be unavailable to meet?

Since I have dance practice in the evenings, I will know by fall.

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:

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



Office of Mayor

PROCLAMATION

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

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

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

WHEREAS, Mt Si Senior Center has been a community partner in ensuring that older adults in our community are able to stay connected, safe and healthy; and

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

NOW, THEREFORE, I, Mary Miller, Mayor, do hereby proclaim September 2025 as

SENIOR CENTER MONTH

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



Signed this 2nd day of September 2025

Mary Miller
Mayor



City Council Agenda Bill

SUBJECT:	Agenda Date: September 2, 2025	AB25-090
Ordinance Amending NBMC Chapter 10.20 to Define and Regulate Electric Motorcycles and Electric Scooters	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – Amber Emery	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	X
	Finance – Martin Chaw	
	Public Works – Mark Rigos, P.E.	
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		

Attachments: Ordinance, Exhibit A

SUMMARY STATEMENT:

The City of North Bend has seen an increase in electric-motorcycles (also known as “e-motorcycles”) as well as electric scooters (also known as “e-scooters”) within the community. E-motorcycles represent a potential safety hazard to other motor vehicle drivers and pedestrians due to their rapid acceleration and high speeds; e-motorcycles can travel up to 50 mph.

RCW 46.61.705 (Off-road Motorcycle) sets forth equipment and operation requirements. Chapter 10.20 of the North Bend Municipal Code (“NBMC”) defines a motorized foot scooter and sets forth general requirements and operation for motorized foot scooters. NBMC Chapter 10.20 does not currently include provisions for electric motorcycles.

To address the potential safety issues of e-motorcycles, Staff recommends changing the title of NBMC Chapter 10.20 from “Motorized Foot Scooters” to “Motorized Personal Transportation Devices,” and amending NBMC Chapter 10.20 to:

- Define an e-motorcycle as a two- or three-wheeled motor vehicle powered solely by electricity and not equipped with fully operative pedals.
- Require that e-motorcycles be registered with the Washington State Department of Licensing and display of a valid license plate.
- Necessitate that any individual who operates an e-motorcycle have a valid driver’s license and motorcycle endorsement.
- Prohibit guardians from authorizing or knowingly permitting a minor in their care to operate an e-motorcycle in violation of NBMC Chapter 10.20 and subjecting violating guardians to fines.
- Require that e-motorcycle operators obey all traffic laws and provide that any infractions are subject to a monetary penalty.
- Permit law enforcement officers to impound any e-motorcycle operated in violation of NBMC Chapter 10.20.
- Change the lawful age to operate a motorized scooter to 12 years, reduce the lawful speed of e-scooters to 15 miles per hour, and allow e-scooter use on sidewalks.

The following alternatives are available to the City Council:

Alternative 1: Approve AB25-090, an ordinance amending NBMC Chapter 10.20 (Motorized Foot Scooters) as presented.

City Council Agenda Bill

Alternative 2: Postpone AB25-090 to a future City Council meeting and provide additional feedback and guidance so Staff can draft an alternative ordinance to amend NBMC Chapter 10.20.

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

COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the July 22, 2025 City Council Workstudy and was referred to the August 5, 2025 Public Health and Safety Committee for discussion. The Committee approved placement of this item on the September 2, 2025 City Council Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB25-090, an ordinance amending NBMC Chapter 10.20 to define and regulate electric motorcycles and electric scooters, as a first and final reading.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 2, 2025		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, RELATING TO ELECTRIC
MOTORCYCLES AND MOTORIZED FOOT
SCOOTERS; CHANGING THE NAME OF NORTH BEND
MUNICIPAL CODE CHAPTER 10.20 FROM
“MOTORIZED FOOT SCOOTERS” TO “MOTORIZED
PERSONAL TRANSPORTATION DEVICES”;
AMENDING NORTH BEND MUNICIPAL CODE
CHAPTER 10.20 TO DEFINE AND REGULATE
ELECTRIC MOTORCYCLES, AND MODIFYING
REGULATIONS FOR MOTORIZED FOOT SCOOTERS;
PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of North Bend currently regulates motorized foot scooters under chapter 10.20 of the North Bend Municipal Code (“NBMC”); and

WHEREAS, the City has experienced an increase in the operation of electric motorcycles within the City; and

WHEREAS, the City seeks to regulate electric motorcycles to enhance the health, safety, and welfare of its residents in the same manner that it regulates motorized foot scooters; and

WHEREAS, the City seeks to lower the speed limits for motorized foot scooters to mirror the speed limit in the City of Snoqualmie and to allow motorized foot scooters on sidewalks within the City; and

WHEREAS, the City Council finds that providing safety requirements for electric motorcycles will increase the health, safety, and welfare of its residents and the community, and accordingly desires to amend NBMC Chapter 10.20 to include provisions related to electric motorcycles;

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

Section 1. NBMC Chapter 10.20 (Motorized Foot Scooters), Amended and Renamed:
North Bend Municipal Code Chapter 10.20 (Motorized Foot Scooters) is hereby renamed “Motorized Personal Transportation Devices” and amended to read as set forth in Exhibit A attached hereto and by this reference fully incorporated herein.

Section 2. Severability: Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date: This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF
SEPTEMBER, 2025.**

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

Exhibit A

Chapter 10.20 - MOTORIZED FOOT SCOOTERS ~~PERSONAL~~ TRANSPORTATION DEVICES

Sections:

- 10.20.010 Definitions.**
- 10.20.020 General requirements and operation.**
- 10.20.030 Helmet required – Defined.**
- 10.20.040 Traffic laws apply.**
- 10.20.050 Impoundment and Penalties**

10.20.010 Definitions.

“Motorized foot scooter” means a device with no more than two wheels, 10 inches or smaller in diameter, with handlebars, which is designed to be stood or sat upon by the operator, and which is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion.

“Electric motorcycle” means a two- or three-wheeled motor vehicle powered solely by electricity and not equipped with fully operative pedals. Electric motorcycles require registration with the Washington State Department of Licensing and are subject to the provisions of RCW 46.61.705 off-road motorcycles. They must display a valid license plate and may only be operated by individuals with a valid driver’s license and motorcycle endorsement.

“Guardian” means a parent, legal guardian, or adult responsible for the care and supervision of a minor.

“Minor” means any person under the age of 18.

10.20.020 General requirements and operation.

A. No person may operate a motorized foot scooter on a public way unless such person is 12 years of age or older. No person may operate an electric motorcycle on a public way unless such person is 16 years of age or older. Guardians shall not authorize or knowingly permit a minor in their care to operate an electric motorcycle in violation of this chapter and are subject to the fines set forth in NBMC 10.20.050.D.

B. It is unlawful for any person to use or operate:

1. a motorized foot scooter or electric motorcycle upon any sidewalk or public trail within the city of North Bend; or

2. an electric motorcycle upon any sidewalk within the city of North Bend.

C. Every motorized foot scooter or electric motorcycle when in use during hours of darkness as defined in RCW 46.37.020 shall display a lighted headlight, lighted stop light and at least two illuminating rear reflectors.

D. It is unlawful to operate a motorized foot scooter or electric motorcycle without a muffling device in good working order and in constant operation to prevent excessive or unusual noise. Operation of a motorized foot scooter or electric motorcycle with a modified muffling device is unlawful.

E. Operation of a motorized foot scooter or electric motorcycle on a public way with a speed limit in excess of 25 miles per hour, unless the motorized foot scooter or electric motorcycle is operated within a bicycle lane, is unlawful.

F. It is unlawful for any person to operate a motorized foot scooter in excess of 15 miles per hour.

FG. It is unlawful for any person to operate a motorized foot scooter or electric motorcycle while carrying a passenger.

GH. It is unlawful for any person to tow any person or thing while operating a motorized foot scooter or electric motorcycle.

HI. Any person violating the provisions of this section shall be deemed to have committed a traffic infraction and shall be subject to a penalty of \$30. pursuant to NBMC 10.20.050.

10.20.030 Helmet required – Defined.

A. Any person operating a motorized foot scooter or electric motorcycle on any public area in the city of North Bend shall wear a helmet and shall have either the neck or chin strap of the helmet fastened securely while the motorized scooter or electric motorcycle is in motion.

B. "Helmet" means a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell and a neck or chin strap type retention system with a label required by the Federal Consumer Products Safety Commission as adopted by the Code of Federal Regulations 16 CFR 1203.

C. Any person violating the provisions of this section shall be deemed to have committed a traffic infraction and shall be subject to a penalty of \$30.00.

10.20.040 Traffic laws apply.

Every person riding a motorized foot scooter or electric motorcycle upon a public way shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle pursuant to Chapter 46.61 RCW, except special regulations in RCW 46.61.750 through 46.61.780 shall apply to persons operating a motorized foot scooter or electric motorcycle and except as to those provisions of Chapter 46.61 RCW which by their nature can have no application.

10.20.050 Impoundment and penalties.

A. A law enforcement officer may impound any motorized foot scooter or electric motorcycle operated in violation of this chapter.

B. The officer must provide the violator with a written notice setting forth the procedure for reclaiming the motorized foot scooter or electric motorcycle.

C. The impounded motorized foot scooter or electric motorcycle shall only be released to the registered owner or guardian of a minor operator, upon:

1. Payment of all applicable fines and fees; and
2. Presentation of valid identification and proof of ownership.

D. Fines for violations:

1. First offense: \$250.
2. Second offense: \$500.
3. Third and subsequent offenses: \$750 and possible referral for criminal citation under RCW 46.20.005.

E. If the motorized foot scooter or electric motorcycle is not claimed within 60 calendar days, it may be declared abandoned and disposed of in accordance with RCW 63.32.010.