



CITY COUNCIL MEETING*

November 4, 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 October 21, 2025	1
2) Payroll	October 20, 2025 – 77919 through 77921, in the amount of \$304,300.00	
3) Checks	November 4, 2025 – 77996 through 78052, in the amount of \$3,045,691.91	
4) AB25-115	Resolution – Accepting Infrastructure Improvements from SSHI, LLC for Harrison Court II Subdivision	Mr. Mohr 7
5) AB25-116	Motion – Authorizing Amendment No. 1 to Keithly On-Call Contract	Mr. Mohr 35
6) AB25-117	Motion – Authorizing Amendment No. 3 to DKS On-Call Contract	Mr. Mohr 57
7) AB25-118	Resolution – Awarding WWTP Fencing Project to South Sound Fencing, LLC	Mr. Mohr 79

AUDIENCE PARTICIPATION: (Please restrict comments to 3 minutes)

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

8) Proclamation	Kindness Month	Mayor Miller 87
------------------------	----------------	------------------------

INTRODUCTIONS:

9) AB25-119	Ordinance – Amending NBMC Chapter 18.06 Definitions & NBMC Chapter 18.10 Zoning Districts	Ms. Burrell 89
10) AB25-120	Resolution – Awarding SR202 Shared Use Trail Project to Interwest Construction	Mr. Mohr 209
11) AB25-121	Motion – Authorizing Contract with G&O for SR202 Shared Use Trail Project Construction Management	Mr. Mohr 219
12) AB25-122	Motion – Authorizing Change Order No. 1 with NW Railway Museum for Railway Crossing Project	Mr. Mohr 231

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

ADJOURNMENT:



***PLEASE NOTE:** Members of the public may choose to attend the meeting in person or by teleconference. Members of the public attending the meeting in-person will have an opportunity to provide public comment and if attending the meeting by teleconference may submit written comments via in-person drop off, mail, fax, or e-mail to 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**October 21, 2025**

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

CALL TO ORDER, ROLL CALL:

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

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

CONSENT AGENDA:

Minutes – City Council Meeting of October 7, 2025

Payroll – October 3, 2025 – 77827 through **77834**, in the amount of **\$271,743.42**

Checks – October 21, 2025 – 77922 through **77995**, in the amount of **\$1,793,959.66**

AB25-109 – Ordinance 1840 Amending NBMC Chapter 18.18 Landscaping Regulations

AB25-110 – Ordinance 1841 Amending NBMC Section 18.38.020 Regarding Notice on Title

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

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Proclamation – Purple Heart City

Audio: 3:13

Mayor Miller read a proclamation declaring the City of North Bend to be a Purple Heart City. Robert Butterfield, an American Legion Post 79 2nd Vice-Commander, George Townsend, an American Legion Post Adjutant, Mike Johnston, an American Legion Post 79 Member, and Purple Heart recipient David Waggoner, an American Legion Post 79 Service Officer, were present during the reading of the proclamation.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee – Councilmember Elwood, Chair
A report of the October 21st meeting was provided.

Council Workstudy – Mayor Pro Tem Joselyn
A report of the October 14th Special Workstudy was provided.

Finance & Administration Committee – Councilmember Gothelf, Chair
A report of the October 14th meeting was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf
A report of the October 9th meeting was provided.

Public Health & Safety Committee – Councilmember Rustik, Chair
No report.

Transportation & Public Works Committee – Councilmember Koellen, Chair
A report of the September 23rd meeting was provided.

Sound Cities Association Public Issues Committee – Councilmember Tremolada
A report of the October 8th meeting was provided.

Regional Law, Safety, and Justice Committee – Councilmember Torguson
A report of the September 25th meeting was provided.

SnoValley Chamber of Commerce – Councilmember Torguson
A report of recent activities was provided.

Planning Commission
A report of the October 1st meeting was provided.

Parks Commission
A report of the September 24th meeting was provided.

Economic Development Commission
A report of the September 17th joint meeting with City of Snoqualmie was provided.

MAIN AGENDA:

AB25-111 – Public Hearing, Ordinance 1842 Vacating a Portion of Right-of-Way Along NW 8th Street

Audio: 34:15

Public Works Director Mohr provided the staff report.

Mayor Miller opened the Public Hearing on an Ordinance Vacating a Portion of Right-of-Way along NW 8th Street at 7:39 p.m.

The following individual commented on the agenda item:

Ward Bettes, North Bend resident

Mayor Miller closed the Public Hearing at 7:40 p.m.

Councilmember Koellen **MOVED**, seconded by Councilmember Torguson to approve AB25-111, an ordinance vacating a portion of public right-of-way that intersects NW 8th Street

located east of parcel # 0823089001 and west of parcel # 0923089027, as a first and final reading. The motion **PASSED** 5-2 (Gothelf, Rustik).

AB25-112 – Public Hearing, Ordinance Setting 2026 Property Tax Levy Audio: 43:06

Finance Director Chaw provided the staff report.

Mayor Miller opened the Public Hearing on an Ordinance Setting the 2026 Property Tax Levy at 7:51 p.m.

There was no public comment and Mayor Miller announced the Public Hearing would remain open until the November 18, 2025 City Council Meeting.

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve AB25-112, continuing the Public Hearing on an Ordinance setting the 2026 Property Tax Levy until the November 18, 2025 City Council meeting. The motion **PASSED** 7-0.

AB25-113 – Ordinance 1843 Amending NBMC 10.20.020 & Adopting NBMC 10.20.050 RE Motorized Foot Scooters Audio: 53:12

Community & Economic Development Director Henderson provided the staff report.

Councilmember Rustik **MOVED**, seconded by Councilmember Gothelf to approve AB25-113, an ordinance relating to motorized foot scooters, amending NBMC 10.20.020 (General requirements and operation) and adopting a new NBMC Section 10.20.050 (Impoundment and penalties), as a first and final reading.

Councilmember Torgeson **MOVED**, seconded by Councilmember Koellen to amend NBMC Section 10.20.020A to revert back to the original age restriction of 16. The motion **FAILED** 2-5 (Elwood, Gothelf, Joselyn, Rustik, Tremolada).

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to amend NBMC Section 10.20.020E to add the phrase “on the sidewalk” to the end of the sentence. The motion **PASSED** 5-2 (Koellen, Torgeson).

Councilmember Elwood **MOVED**, seconded by Councilmember Gothelf to amend NBMC Section 10.20.020D to state the following: “It is unlawful for any person to operate a motorized foot scooter on a public roadway that has a speed limit exceeding 25 miles per hour, except that motorized foot scooters may be operated within designated bicycle lanes at a speed not exceeding 25 miles per hour.” The motion **PASSED** 6-1 (Koellen).

The main motion then **PASSED AS AMENDED** 6-1 (Koellen).

AB25-114 – Ordinance 1844 Adopting NBMC Chapter 10.18 Electric Motorcycles**Audio: 1:29:16**

Community & Economic Development Director Henderson provided the staff report.

Councilmember Rustik **MOVED**, seconded by Councilmember Gothelf to approve AB25-114, an ordinance adopting NBMC Chapter 10.18 to define and regulate electric motorcycles, as a first and final reading. The motion **PASSED** 5-2 (Elwood, Tremolada).

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Elwood noted Valley Center Stage would be holding a one-night stage reading of Edgar Allen Poe's Afterlife Radio Show on Saturday, October 25th at 7:30 p.m. at Sallal Grange.

Councilmember Koellen encouraged all to register to vote and submit their ballots for the upcoming November 4th General Election.

Councilmember Tremolada echoed Councilmember Koellen's comments.

Councilmember Gothelf thanked fellow Councilmembers for the robust discussion on AB25-113 Ordinance Amending NBMC 10.20.020 & Adopting NBMC 10.20.050 RE Motorized Foot Scooters and AB25-114 Ordinance Adopting NBMC Chapter 10.18 Electric Motorcycles. Additionally, he encouraged all to exercise caution when traveling through City roundabouts and when out and about during Halloween.

Councilmember Rustik echoed Councilmember Gothelf's comments regarding tonight's agenda items and thanked the Public Works crew for repairing the sidewalks in her neighborhood.

Councilmember Joselyn echoed Councilmember Gothelf and Rustik's comments regarding tonight's agenda items.

City Administrator Emery thanked Community & Economic Development Director Henderson for all of his work on AB25-113 Ordinance Amending NBMC 10.20.020 & Adopting NBMC 10.20.050 RE Motorized Foot Scooters and AB25-114 Ordinance Adopting NBMC Chapter 10.18 Electric Motorcycles.

Mayor Miller spoke regarding the following items:

- Trick or Treat Street – Saturday, October 25th 3 – 5 p.m. @ Downtown
- Meet-up Cleanup – Monday, October 27th 4 – 5 p.m. @ Train Depot
- Bendigo Blvd Street Closure (W Park to W NB Way) October 26 – October 31st
- November 4th General Election & Ballot Drop Box @ North Bend Library

ADJOURNMENT:

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

The meeting adjourned at 9:04 p.m.

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

DRAFT



City Council Agenda Bill

SUBJECT:	Agenda Date: November 4, 2025	AB25-115
Resolution Accepting Infrastructure Improvements from SSHI, LLC, dba D.R. Horton, Inc., for the Harrison Court II Subdivision.	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 – Tom Mohr, 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:		
SSHI, LLC, dba D.R. Horton, Inc. (“Developer”), has recently completed construction of the Harrison Court 58-lot subdivision, which includes street construction, utility construction, and frontage improvements (“Project”).		
On March 6, 2020, Harbour Homes LLC received Preliminary Plat Approval for the Tree Farm Subdivision by notice of a Hearing Examiner’s Decision. Soon thereafter, development rights were sold by Harbour Homes LLC to the Developer, and the Project was renamed “the Harrison Court II Subdivision.”.		
On November 2, 2021, a Developer Extension Agreement was approved by the City Council under Resolution 1999, for construction of specific infrastructure and utility improvements, including installation and construction of a public water distribution system, a sewer distribution system, a storm drainage system, and curb, paving, street signage, and lighting improvements (collectively the “Infrastructure Improvements”).		
On March 18, 2025, the Project received Final Plat approval by the City Council through Resolution 2143.		
The Developer has since completed construction of the Infrastructure Improvements. Inspection of punch-list items has been completed by the City Inspector and the Developer has provided the City with as-builts and GIS CAD files 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.		
Passage of this Resolution will authorize the Mayor to execute the Bill of Sale and transfer 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 and the bond will be released only upon final inspection approval by the City.		
APPLICABLE BRAND GUIDELINES: Design Standards		
COMMITTEE REVIEW AND RECOMMENDATION: This item was brought up during the Transportation and Public Works Committee meeting on October 28, 2025, and was recommended for approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB25-115, a resolution accepting ownership of the Infrastructure Improvements from SSHI, LLC, dba D.R. Horton, Inc., for the Harrison Court II Subdivision.		

City Council Agenda Bill

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 4, 2025		

RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,
WASHINGTON, ACCEPTING WATER DISTRIBUTION,
SEWER, STORM DRAINAGE, CURB, PAVING, STREET
SIGNAGE, AND LIGHTING IMPROVEMENTS FROM SSHI,
LLC, DBA D.R. HORTON, INC., FOR THE HARRISON COURT
II SUBDIVISION**

WHEREAS, SSHI, LLC, dba D.R. Horton, Inc. (“Developer”), has recently completed construction of the Harrison Court II Subdivision, which includes street construction, utility construction, and frontage improvements (“Project”); and

WHEREAS, on November 2, 2021, a Developer Extension Agreement was approved by the City Council under Resolution 1999, for construction of specific infrastructure and utility improvements, including installation and construction of a public water distribution system, a sewer distribution system, a storm drainage system, and curb, paving, street signage, and lighting improvements (collectively the “Infrastructure Improvements”); and

WHEREAS, the Developer has constructed the required 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 system, sewer distribution system, storm drainage system, and curb, paving, street signage, and lighting improvements constructed for the Harrison Court II Subdivision 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 system, sewer distribution system, storm drainage system, and curb, paving, street signage, and lighting improvements constructed for the Harrison Court II Subdivision 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 4TH DAY OF NOVEMBER, 2025.**

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

EXHIBIT A

Description	Quantity	Units	Unit Price	Total
FINE GRADING - Private				
Fine Grade Tract Road 12th (NFA)	7820	SF	\$ 0.33	\$ 2,580.60
SUBTOTAL				\$ 2,580.60
SANITARY SEWER				
2901 LF		\$ 48.16	\$ 139,712.16	
2585 LF		\$ 37.38	\$ 96,627.30	
61 EA		\$ 509.37	\$ 31,071.57	
15 EA		\$ 4,270.58	\$ 64,058.70	
SUBTOTAL				\$ 331,469.73
				WSST 8.9%
				\$ 29,500.81
				Total \$ 360,970.54
STORM DRAINAGE - Public				
478 LF		\$ 49.30	\$ 23,565.40	
853 LF		\$ 80.01	\$ 68,248.53	
350 LF		\$ 59.45	\$ 20,807.50	
7 EA		\$ 1,630.94	\$ 11,416.58	
5 EA		\$ 1,649.73	\$ 8,248.65	
2 EA		\$ 217.69	\$ 435.38	
29 EA		\$ 527.51	\$ 15,297.79	
SUBTOTAL				\$ 148,019.83
				WSST 8.9%
				Total N/A
				(NFA = Not For Acceptance)

(NFA = Not For Acceptance)

STORM DRAINAGE - Private (NFA)			
8" DI Lot Drain	99 LF	\$ 79.22	\$ 7,842.78
8" PVC Lot Drain	2774 LF	\$ 39.94	\$ 110,793.56
6" PVC Lot Drain	390 LF	\$ 32.34	\$ 12,612.60
8" Perf Pipe	13 LF	\$ 63.44	\$ 824.72
6" Cleanout	67 EA	\$ 525.66	\$ 35,219.22
Collection Basin with Gravel	1 EA	\$ 2,016.19	\$ 2,016.19
6" PVC Stub for Infiltration Trenches (see notes)	2442 LF	\$ 32.19	\$ 78,607.98
Interceptor Trench with 6" Perf	873 LF	\$ 37.15	\$ 32,431.95
SUBTOTAL		\$ 280,349.00	\$ 24,951.06
		WSST 8.9%	
	Total		\$ 305,300.06
STORM DRAINAGE - Offsite			
12" DI Storm Pipe	618 LF	\$ 98.30	\$ 60,749.40
12" Storm Pipe	32 LF	\$ 63.19	\$ 2,022.08
Type I CB	5 EA	\$ 1,630.94	\$ 8,154.70
Type I with Beehive	3 EA	\$ 1,649.73	\$ 4,949.19
12" Trash Rack	5 EA	\$ 527.51	\$ 2,637.55
Rip Rap Pad	1 EA	\$ 677.01	\$ 677.01
SUBTOTAL		\$ 79,189.93	\$ 79,189.93
		WSST 8.9%	
	Total		\$ 79,189.93
WATER FIRE & DOMESTIC			
12x8 Wet Tap inc. GV	2 EA	\$ 8,754.67	\$ 17,509.34
8" DI RJ Pipe	2819 LF	\$ 69.84	\$ 196,878.96
8" DI Pipe Undercrossing (36" Culverts)	2 EA	\$ 7,743.08	\$ 15,486.16
Vertical Bends Inc. Restraints	8 EA	\$ 2,867.29	\$ 22,938.32

Thrust Blocks	28 EA	\$ 218.25	\$ 6,111.00
Fire Hydrant Assembly	5 EA	\$ 5,905.79	\$ 29,528.95
8" Gate Valve	6 EA	\$ 1,785.82	\$ 10,714.92
1" Domestic Service	62 EA	\$ 1,718.11	\$ 106,522.82
1" Air Vac Assembly	5 EA	\$ 3,249.42	\$ 16,247.10
2" BO Assembly	1 EA	\$ 3,269.98	\$ 3,269.98
14" Steel Casing	10 LF	\$ 453.09	\$ 4,530.90
6" Permanent Asphalt Patch	22 TON	\$ 265.90	\$ 5,849.80
SUBTOTAL		\$ 435,588.25	
		WSST 8.9%	\$ 38,767.35
		Total	\$ 474,355.60
ROAD IMPROVEMENTS - Public			
Install Vertical Curb and Gutter	5160 LF	\$ 20.45	\$ 105,522.00
Install 6" CSBC at Asphalt	2685 TON	\$ 30.61	\$ 82,187.85
Install 3" Depth ATB	9473 SY	\$ 15.88	\$ 150,431.24
Install 3" Depth HMA	9473 SY	\$ 17.69	\$ 167,577.37
Install 4" CSBC at Sidewalks and Driveways	725 TON	\$ 32.80	\$ 23,780.00
Install 4" Sidewalk	20865 SF	\$ 5.35	\$ 111,627.75
Install 6" Driveway Aprons (NFA)	13880 SF	\$ 8.23	\$ 114,232.40
Install ADA Ramps (NFA)	6 EA	\$ 2,406.29	\$ 14,437.74
Biochannel - 1.25" Washed Rock (budget 12" Depth) (NFA)	1320 TON	\$ 41.43	\$ 54,687.60
Biochannel - 24" Amended BioRetention Soil (NFA)	2175 TCY	\$ 53.57	\$ 116,514.75
Biochannel - Install 2" Mulch (NFA)	283 TCY	\$ 41.04	\$ 11,614.32
CIP Wall Subcontractor (NFA)	5435 SF	\$ 30.38	\$ 165,115.30
CIP Wall Support (NFA)	1 LS	\$ 35,867.93	\$ 35,867.93
Striping and Signs	1 LS	\$ 17,943.74	\$ 17,943.74
Lock and Load 1 Panel Tall Subcontractor (NFA)	3514 LF	\$ 35.19	\$ 123,657.66
Lock and Load Support (NFA)	1 LS	\$ 25,610.76	\$ 25,610.76
SUBTOTAL			\$ 1,320,808.41

ROAD IMPROVEMENTS - Offsite							
Install Vertical Curb and Gutter							
Install 6" CSBC at Asphalt Widening	657 LF	\$ 24.06				\$ 15,807.42	
Install 4" Depth ATB at Widening	261 TON	\$ 32.80				\$ 8,560.80	
Install 4" Depth HMA at Widening	930 SY	\$ 29.00				\$ 26,970.00	
Install 4" CSBC at Sidewalks & Driveway Maloney Gr	930 SY	\$ 32.00				\$ 29,760.00	
Install 4" Sidewalk (NFA)	70 TON	\$ 37.90				\$ 2,653.00	
Install 6" Driveway Apron (NFA)	2628 SF	\$ 5.35				\$ 14,059.80	
Install ADA Ramp (NFA)	693 SF	\$ 8.23				\$ 5,703.39	
Biochannel - 1.25" Washed Rock (budget 12" Depth) (NFA)	3 EA	\$ 2,406.29				\$ 7,218.87	
Biochannel - 24" Amended BioRetention Soil (NFA)	312 TON	\$ 41.43				\$ 12,926.16	
Biochannel - Install 2" Mulch (NFA)	514 TCY	\$ 53.57				\$ 27,534.98	
2" Grind and Overlay	50 TCY	\$ 41.04				\$ 2,052.00	
Lock and Load 1Panel Tall Subcontractor (NFA)	670 SY	\$ 36.09				\$ 24,180.30	
Lock and Load Support (NFA)	966 LF	\$ 35.19				\$ 33,993.54	
SUBTOTAL	1 LS	\$ 10,656.28				\$ 10,656.28	
WSST 8.9%						\$ 222,076.54	
Total						\$ 222,076.54	
JOINT UTILITY TRENCH							
Joint Utility Trench with Sand Bedding (NFA)	2774 LF	\$ 30.18				\$ 83,719.32	
Crossings (NFA)	1185 LF	\$ 85.92				\$ 101,815.20	
SUBTOTAL						\$ 185,534.52	
WSST 8.9%						\$ 16,512.57	
Total						\$ 202,047.09	
WSST 8.9%						\$ 1,320,808.41	
Total						\$ 1,320,808.41	

JOINT UTILITY TRENCH

Joint Utility Trench with Sand Bedding (NFA)	2774 LF	\$ 30.18	\$ 83,719.32
Crossings (NFA)	1185 LF	\$ 85.92	\$ 101,815.20
Subtotal			\$ 185,534.52

SUMMARY	
FINE GRADING - Private (NFA)	\$ 2,580.60
SANITARY SEWER	\$ 331,469.73
STORM DRAINAGE - Public	\$ 148,019.83
STORM DRAINAGE - Private (NFA)	\$ 280,349.00
STORM DRAINAGE - Offsite	\$ 79,189.93
WATER FIRE & DOMESTIC	\$ 435,588.25
ROAD IMPROVEMENTS - Public	\$ 1,320,808.41
ROAD IMPROVEMENTS - Offsite	\$ 222,076.54
JOINT UTILITY TRENCH	\$ 185,534.52
 TOTAL	 \$ 3,005,616.81
 WSST 8.9%	 \$109,961.47
 TOTAL	 \$ 3,115,578.28

(NFA = Not For Acceptance)

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. SSHI, LLC, dba D.R. Horton Inc., _____
 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 A:

Parcel A, City of North Bend Boundary Line Adjustment No. PLN2020-0379, Recorded under Recording No. 20200625900002, in King County Washington.

Parcel B:

Lot 1, King County Short Plat No. 685028, Recorded under Recording No. 8904040120, In King County Washington.

Parcel C:

Parcel A, City of North Bend Boundary Line Adjustment No. PLN2020-0380, Recorded under Recording No. 20200625900001, In King County, Washington.

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

152308-1111

 Assessor Tax # not yet assigned

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: SSHI, LLC, dba D.R. Horton Inc.

Grantee: City of North Bend

Legal Description:

Parcel A:

Parcel A, City of North Bend Boundary Line Adjustment No. PLN2020-0379, Recorded under Recording No. 20200625900002, in King County Washington.

Parcel B:

Lot 1, King County Short Plat No. 685028, Recorded under Recording No. 8904040120, In King County Washington.

Parcel C:

Parcel A, City of North Bend Boundary Line Adjustment No. PLN2020-0380, Recorded under Recording No. 20200625900001, In King County, Washington.

Abbreviated Legal: Harrison Court II

Tax Parcel Identification Number: 152308-1111

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, SSHI, LLC, dba D.R. Horton Inc., a foreign 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, sewer distribution system, storm drainage system, curb, paving, street signage, and lighting 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 Harrison Court II Subdivision (“Project”) as depicted on the June 24, 2025, Tree Farm as-builts on file with the City of North Bend:

Water Distribution System:

Approximately 2,819 lineal feet of 8" diameter watermain and other applicable watermain facilities (valves, fire hydrant assemblies, air-vac assemblies, blow-off assemblies) and appurtenances (including water service lines between the watermain and water meter box, meter setter, and water meter) located in Maloney Grove Avenue SE, SE 11th Place, Gaines

Avenue SE, Clearwater Way SE, SE 12th Place, and Swiftwater Way SE and within public utility easement King County Recording Number 20221011000552.

Water services beyond the water meter are not conveyed and shall be owned and maintained consistent with the North Bend Municipal Code and North Bend Public Works Standards.

Sewer Distribution System:

Approximately 2,901 lineal feet of 8" diameter sewer main and other applicable sewer main facilities and appurtenances located in Maloney Grove Avenue SE, SE 11th Place, Gaines Avenue SE, Clearwater Way SE, SE 12th Place, and Swiftwater Way SE and within public utility easement King County Recording No. 20221011000552 and public sewer easements shown on the Harrison Court II Final Plat, King County Recording No. 20250324000169.

Side sewers 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 1,331 of 8-12" diameter conveyance piping and catch basins located within the 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 pavement or the back of curb) located in Maloney Grove Avenue SE, SE 11th Place, Gaines Avenue SE, Clearwater Way SE, SE 12th Place, Swiftwater Way SE.

Stormwater drainage facilities located outside of the road prism of SE 11th Place, Gaines Avenue SE, Clearwater Way SE, SE 12th Place, Swiftwater Way SE are not conveyed and shall be owned and maintained consistent with the North Bend Municipal Code and North Bend Public Works Standards.

LID bioretention facilities and associated stormwater catch basins and piping located outside of the road prism of Maloney Grove Avenue SE are not conveyed and shall be owned and maintained by the Harrison Court II Homeowner's Association.

The Type C drainage course through the Harrison Court II Subdivision and associated 36" diameter stormwater conveyance piping under SE 11th Place and SE 12th Place are not conveyed and shall be owned and maintained by the Harrison Court II Homeowner's Association or the property owner for which it fronts.

Curb, Paving, Street Signage, Lighting:

Approximately 5,870 lineal feet of vertical curb and gutter along Maloney Grove Avenue SE, SE 11th Place, Gaines Avenue SE, Clearwater Way SE, SE 12th Place, Swiftwater Way SE.

Approximately 10,403 square yards of street paving and associated pavement striping within the road prism of Maloney Grove Avenue SE, SE 11th Place, Gaines Avenue SE, Clearwater Way SE, SE 12th Place, Swiftwater Way SE.

Public street signage located outside of the road prism but within the public right-of-way of Maloney Grove Avenue SE, SE 11th Place, Gaines Avenue SE, Clearwater Way SE, SE 12th Place, Swiftwater Way SE.

Street lights along Maloney Grove Avenue SE are conveyed. Street lights within the Harrison Court II Subdivision are not conveyed and shall be owned and maintained consistent with the North Bend Municipal Code and North Bend Public Works Standards.

Permeable street paving constructed on SE 12th Street (Existing Private Street) is not conveyed and shall be owned and maintained by Parcel B and C of BLA No. PLN2020-0380, King County Recording No. 20200625900001 and Lots 3 and 4 King County Short Plat Number 379044, Recording No. 7910180906 consistent with the North Bend Municipal Code and North Bend Public Works Standards.

Sidewalks, curb ramps, and driveway aprons along SE 11th Place, Gaines Avenue SE, Clearwater Way SE, SE 12th Place, Swiftwater Way SE are not conveyed and shall be owned and maintained consistent with the North Bend Municipal Code and North Bend Public Works Standards.

Sidewalks, curb ramps, and driveway aprons along Maloney Grove Ave SE are not conveyed and shall be owned and maintained by the Harrison Court II Homeowner's Association consistent with the North Bend Municipal Code and North Bend Public Works Standards.

All other retaining walls, landscape strips, street trees, 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, sewer distribution system, storm drainage system, curb, paving, street signage, and lighting 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, sewer distribution system, storm drainage system, curb, paving, street signage, and lighting 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, sewer distribution system, storm drainage system, curb, paving, street signage, and

lighting 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:

SSHI, LLC, dba D.R. Horton Inc.

GRANTEE:

City of North Bend

By: _____

Its: _____

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 SSHI, LLC, dba D.R. Horton Inc. 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 _____

EXHIBIT A

Description	Quantity	Units	Unit Price	Total
FINE GRADING - Private				
Fine Grade Tract Road 12th (NFA)	7820	SF	\$ 0.33	\$ 2,580.60
SUBTOTAL				\$ 2,580.60
SANITARY SEWER				
2901 LF		\$ 48.16		\$ 139,712.16
2585 LF		\$ 37.38		\$ 96,627.30
61 EA		\$ 509.37		\$ 31,071.57
15 EA		\$ 4,270.58		\$ 64,058.70
SUBTOTAL				\$ 331,469.73
				WSST 8.9%
				\$ 29,500.81
				Total \$ 360,970.54
STORM DRAINAGE - Public				
478 LF		\$ 49.30		\$ 23,565.40
853 LF		\$ 80.01		\$ 68,248.53
350 LF		\$ 59.45		\$ 20,807.50
7 EA		\$ 1,630.94		\$ 11,416.58
5 EA		\$ 1,649.73		\$ 8,248.65
2 EA		\$ 217.69		\$ 435.38
29 EA		\$ 527.51		\$ 15,297.79
SUBTOTAL				\$ 148,019.83
				WSST 8.9%
				Total N/A
				(NFA = Not For Acceptance)

(NFA = Not For Acceptance)

STORM DRAINAGE - Private (NFA)			
8" DI Lot Drain	99 LF	\$ 79.22	\$ 7,842.78
8" PVC Lot Drain	2774 LF	\$ 39.94	\$ 110,793.56
6" PVC Lot Drain	390 LF	\$ 32.34	\$ 12,612.60
8" Perf Pipe	13 LF	\$ 63.44	\$ 824.72
6" Cleanout	67 EA	\$ 525.66	\$ 35,219.22
Collection Basin with Gravel	1 EA	\$ 2,016.19	\$ 2,016.19
6" PVC Stub for Infiltration Trenches (see notes)	2442 LF	\$ 32.19	\$ 78,607.98
Interceptor Trench with 6" Perf	873 LF	\$ 37.15	\$ 32,431.95
SUBTOTAL		\$ 280,349.00	\$ 24,951.06
		WSST 8.9%	
	Total		\$ 305,300.06
STORM DRAINAGE - Offsite			
12" DI Storm Pipe	618 LF	\$ 98.30	\$ 60,749.40
12" Storm Pipe	32 LF	\$ 63.19	\$ 2,022.08
Type I CB	5 EA	\$ 1,630.94	\$ 8,154.70
Type I with Beehive	3 EA	\$ 1,649.73	\$ 4,949.19
12" Trash Rack	5 EA	\$ 527.51	\$ 2,637.55
Rip Rap Pad	1 EA	\$ 677.01	\$ 677.01
SUBTOTAL		\$ 79,189.93	\$ 79,189.93
		WSST 8.9%	
	Total		\$ 79,189.93
WATER FIRE & DOMESTIC			
12x8 Wet Tap inc. GV	2 EA	\$ 8,754.67	\$ 17,509.34
8" DI RJ Pipe	2819 LF	\$ 69.84	\$ 196,878.96
8" DI Pipe Undercrossing (36" Culverts)	2 EA	\$ 7,743.08	\$ 15,486.16
Vertical Bends Inc. Restraints	8 EA	\$ 2,867.29	\$ 22,938.32

Thrust Blocks	28 EA	\$ 218.25	\$ 6,111.00
Fire Hydrant Assembly	5 EA	\$ 5,905.79	\$ 29,528.95
8" Gate Valve	6 EA	\$ 1,785.82	\$ 10,714.92
1" Domestic Service	62 EA	\$ 1,718.11	\$ 106,522.82
1" Air Vac Assembly	5 EA	\$ 3,249.42	\$ 16,247.10
2" BO Assembly	1 EA	\$ 3,269.98	\$ 3,269.98
14" Steel Casing	10 LF	\$ 453.09	\$ 4,530.90
6" Permanent Asphalt Patch	22 TON	\$ 265.90	\$ 5,849.80
SUBTOTAL		\$ 435,588.25	
		WSST 8.9%	\$ 38,767.35
		Total	\$ 474,355.60
ROAD IMPROVEMENTS - Public			
Install Vertical Curb and Gutter	5160 LF	\$ 20.45	\$ 105,522.00
Install 6" CSBC at Asphalt	2685 TON	\$ 30.61	\$ 82,187.85
Install 3" Depth ATB	9473 SY	\$ 15.88	\$ 150,431.24
Install 3" Depth HMA	9473 SY	\$ 17.69	\$ 167,577.37
Install 4" CSBC at Sidewalks and Driveways	725 TON	\$ 32.80	\$ 23,780.00
Install 4" Sidewalk	20865 SF	\$ 5.35	\$ 111,627.75
Install 6" Driveway Aprons (NFA)	13880 SF	\$ 8.23	\$ 114,232.40
Install ADA Ramps (NFA)	6 EA	\$ 2,406.29	\$ 14,437.74
Biochannel - 1.25" Washed Rock (budget 12" Depth) (NFA)	1320 TON	\$ 41.43	\$ 54,687.60
Biochannel - 24" Amended BioRetention Soil (NFA)	2175 TCY	\$ 53.57	\$ 116,514.75
Biochannel - Install 2" Mulch (NFA)	283 TCY	\$ 41.04	\$ 11,614.32
CIP Wall Subcontractor (NFA)	5435 SF	\$ 30.38	\$ 165,115.30
CIP Wall Support (NFA)	1 LS	\$ 35,867.93	\$ 35,867.93
Striping and Signs	1 LS	\$ 17,943.74	\$ 17,943.74
Lock and Load 1 Panel Tall Subcontractor (NFA)	3514 LF	\$ 35.19	\$ 123,657.66
Lock and Load Support (NFA)	1 LS	\$ 25,610.76	\$ 25,610.76
SUBTOTAL			\$ 1,320,808.41

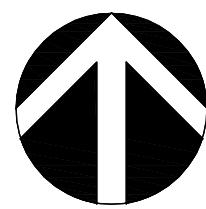
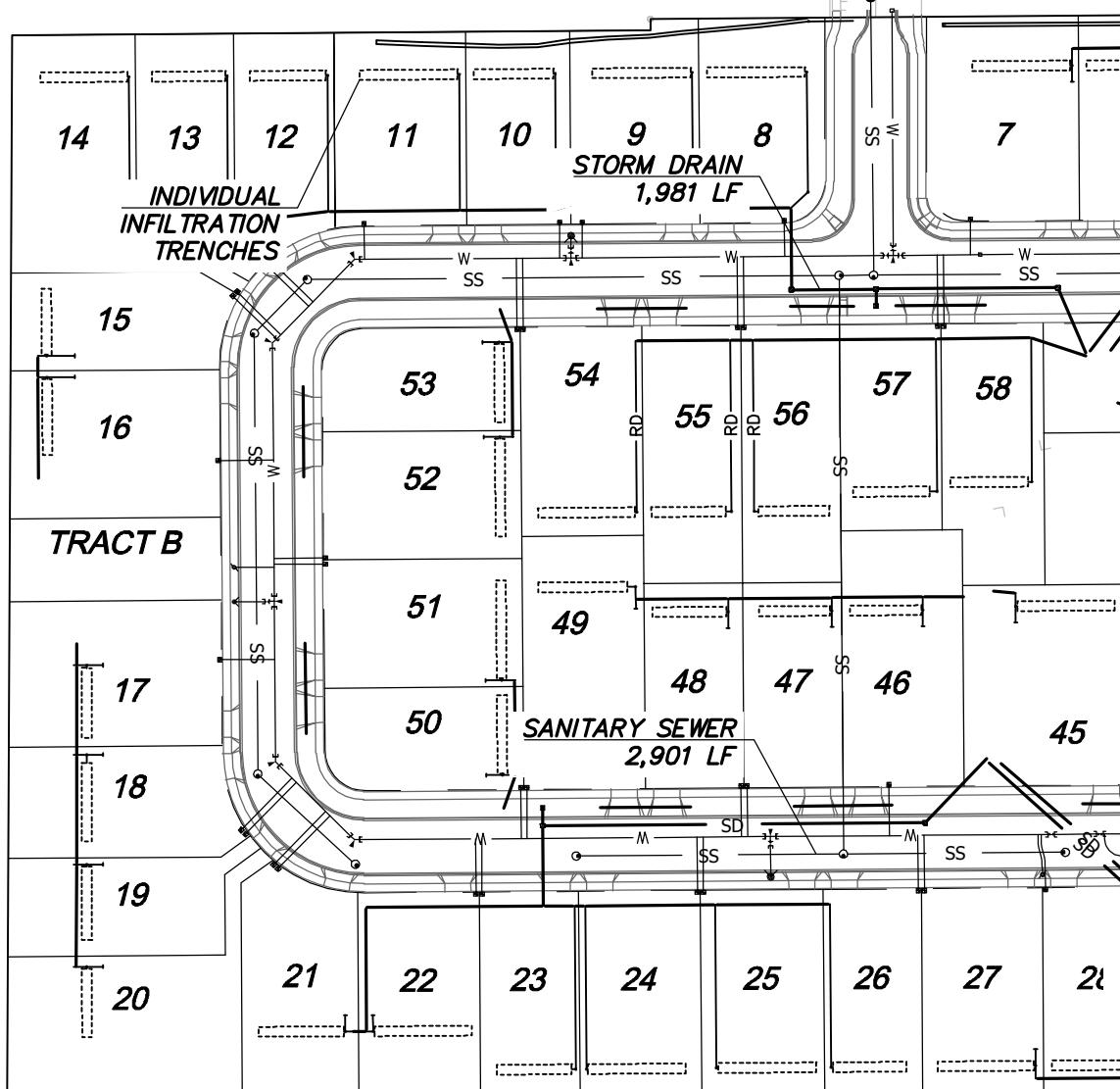
ROAD IMPROVEMENTS - Offsite							
Install Vertical Curb and Gutter	657 LF	\$ 24.06			\$ 15,807.42		
Install 6" CSBC at Asphalt Widening	261 TON	\$ 32.80			\$ 8,560.80		
Install 4" Depth ATB at Widening	930 SY	\$ 29.00			\$ 26,970.00		
Install 4" Depth HMA at Widening	930 SY	\$ 32.00			\$ 29,760.00		
Install 4" CSBC at Sidewalks & Driveway Maloney Gr	70 TON	\$ 37.90			\$ 2,653.00		
Install 4" Sidewalk (NFA)	2628 SF	\$ 5.35			\$ 14,059.80		
Install 6" Driveway Apron (NFA)	693 SF	\$ 8.23			\$ 5,703.39		
Install ADA Ramp (NFA)	3 EA	\$ 2,406.29			\$ 7,218.87		
Biochannel - 1.25" Washed Rock (budget 12" Depth) (NFA)	312 TON	\$ 41.43			\$ 12,926.16		
Biochannel - 24" Amended BioRetention Soil (NFA)	514 TCY	\$ 53.57			\$ 27,534.98		
Biochannel - Install 2" Mulch (NFA)	50 TCY	\$ 41.04			\$ 2,052.00		
2" Grind and Overlay	670 SY	\$ 36.09			\$ 24,180.30		
Lock and Load 1Panel Tall Subcontractor (NFA)	966 LF	\$ 35.19			\$ 33,993.54		
Lock and Load Support (NFA)	1 LS	\$ 10,656.28			\$ 10,656.28		
SUBTOTAL					\$ 222,076.54		
WSST 8.9%					N/A		
Total					\$ 222,076.54		
JOINT UTILITY TRENCH							
Joint Utility Trench with Sand Bedding (NFA)	2774 LF	\$ 30.18			\$ 83,719.32		
Crossings (NFA)	1185 LF	\$ 85.92			\$ 101,815.20		
SUBTOTAL					\$ 185,534.52		
WSST 8.9%					N/A		
Total					\$ 16,512.57		
WSST 8.9%					\$ 202,047.09		
Total					\$ 202,047.09		

JOINT UTILITY TRENCH

Joint Utility Trench with Sand Bedding (NFA)	2774 LF	\$ 30.18	\$ 83,719.32
Crossings (NFA)	1185 LF	\$ 85.92	\$ 101,815.20
Subtotal			\$ 185,534.52

SUMMARY	
FINE GRADING - Private (NFA)	\$ 2,580.60
SANITARY SEWER	\$ 331,469.73
STORM DRAINAGE - Public	\$ 148,019.83
STORM DRAINAGE - Private (NFA)	\$ 280,349.00
STORM DRAINAGE - Offsite	\$ 79,189.93
WATER FIRE & DOMESTIC	\$ 435,588.25
ROAD IMPROVEMENTS - Public	\$ 1,320,808.41
ROAD IMPROVEMENTS - Offsite	\$ 222,076.54
JOINT UTILITY TRENCH	\$ 185,534.52
 TOTAL	 \$ 3,005,616.81
 WSST 8.9%	 \$109,961.47
 TOTAL	 \$ 3,115,578.28

(NFA = Not For Acceptance)



**HARRISON COURT
BILL OF SALE
EXHIBIT B1**

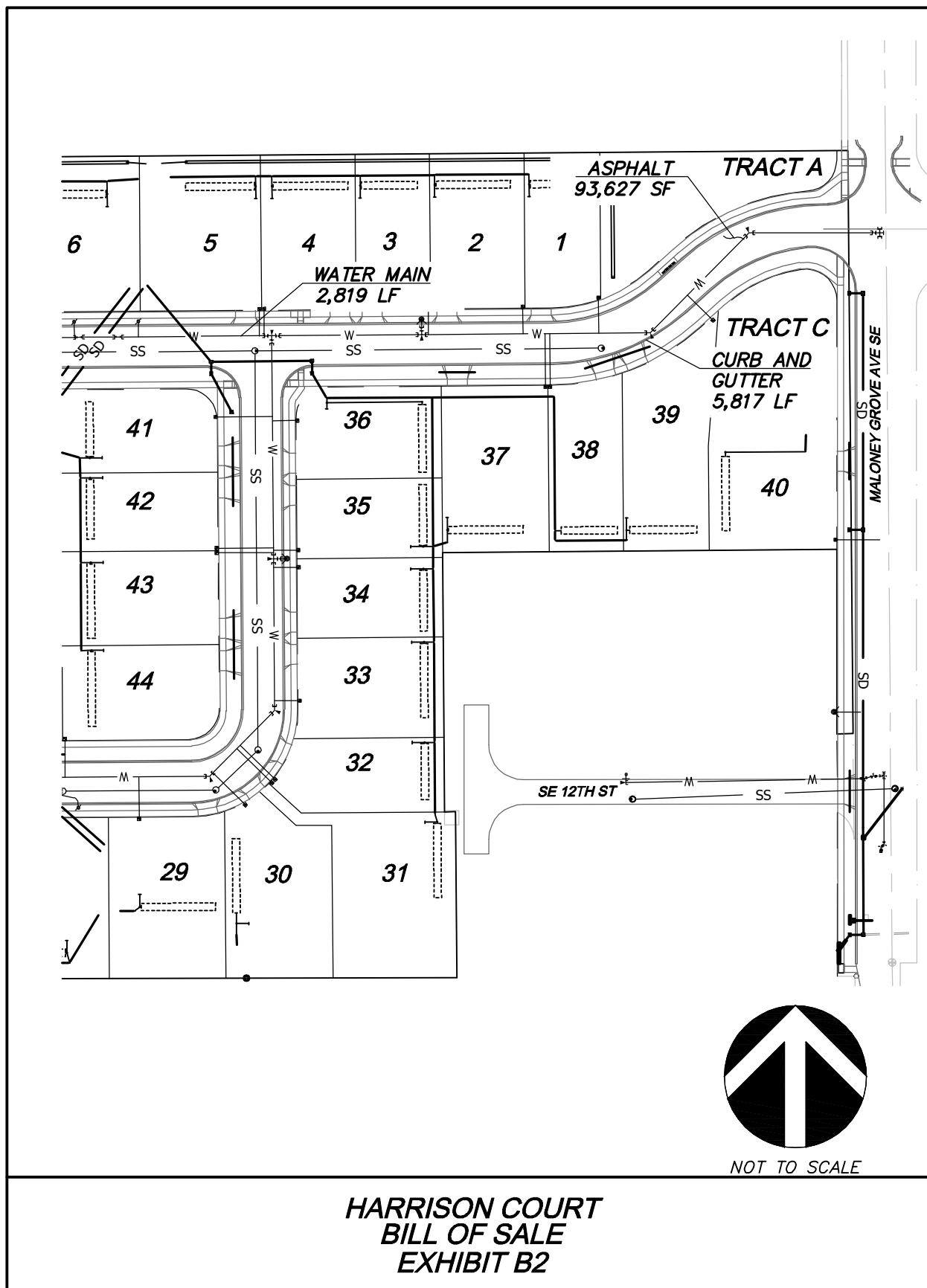


EXHIBIT C

Legal Description:

Parcel A:

Parcel A, City of North Bend Boundary Line Adjustment No.

PLN2020-0379, Recorded under Recording No. 20200625900002, in King County Washington.

Parcel B:

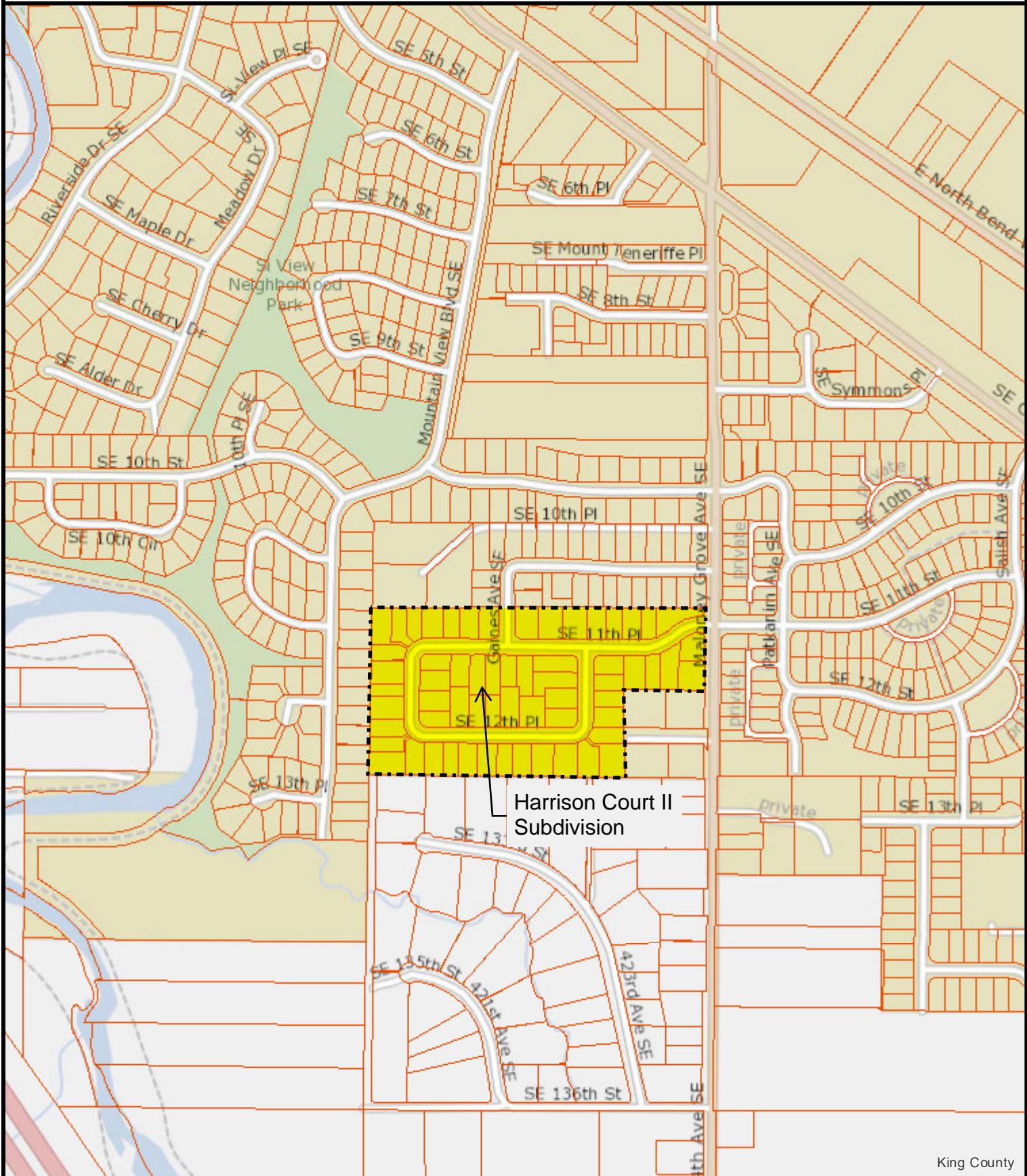
Lot 1, King County Short Plat No. 685028, Recorded under Recording No. 8904040120, In King County Washington.

Parcel C:

Parcel A, City of North Bend Boundary Line Adjustment No.

PLN2020-0380, Recorded under Recording No. 20200625900001, In King County, Washington.

Harrison Court II - Vicinity Map



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

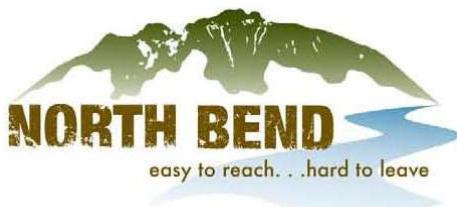
Date: 8/20/2025

Notes:

King County



King County



City Council Agenda Bill

SUBJECT:	Agenda Date: November 4, 2025	AB25-116
Motion Authorizing Amendment No. 1 to the On-Call Contract with Keithly Electric Company	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 – Tom Mohr, P.E.	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		
Attachments: Amendment #1, Original On-Call Contract		
SUMMARY STATEMENT:		
<p>In February 2016, the City of North Bend (City) entered into an on-call contract with Keithly Electric Company of Seattle, WA to provide troubleshooting and repair services for electrical equipment at City-owned facilities. Since then, City staff have worked with Keithly on numerous occasions with outstanding results. They have been very responsive, especially in emergency situations, employ knowledgeable electricians, and have proven to be excellent at troubleshooting and repairing problems in a timely manner. Additionally, Keithly has a very strong knowledge of telemetry systems and employs quality troubleshooting and repair staff. Keithly's rates are reasonable compared to other electricians in the area.</p>		
<p>The most recent on-call contract with Keithly expires December 31, 2025. Because of their stellar performance thus far, City staff recommend extending their on-call contract for another three years, expiring on December 31, 2028. This amendment will also update the City's contact information in the "Notices" section of the agreement. Attached is Amendment No. 1 to the on-call contract with Keithly Electric, which simply changes the time of performance from December 31, 2025 to December 31, 2028.</p>		
APPLICABLE BRAND GUIDELINES: Consistent delivery of quality basic services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their October 28th, 2025 meeting and recommended approval and placement on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve AB25-116, authorizing Amendment No. 1 to the On-Call Contract with Keithly Electric Company, in a form and content acceptable to the City Attorney.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 4, 2025		

**FIRST AMENDMENT TO THE
CONTRACT FOR ON-CALL SERVICES
BY AND BETWEEN THE CITY OF NORTH BEND AND
KEITHLY ELECTRIC COMPANY**

THIS AMENDMENT to the Contract for On-Call Services entered into between the City of North Bend and Keithly Electric Company effective _____, 2025 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 14 of the Agreement.

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

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing February 8, 2023, and ending December 31, 2028, unless sooner terminated under the provisions hereinafter specified or extended through a mutually agreed upon written amendment to this agreement.

2. Section 15 of the Agreement is hereby amended to read as follows:

Notices. Notices to the City of North Bend shall be sent to the following address:

Amber Emery, City Administrator
City of North Bend
920 SE Cedar Falls Way
North Bend, Washington 98045
Phone Number: (425) 888-1211

Notices to the Contractor shall be sent to the following address:

Danny Keithly
Keithly Electric Company
827 South Director Street
Seattle, Washington 98108
Phone Number: (206) 763-6875

All other terms and conditions set forth the original Agreement effective March 14, 2023 shall remain in full force and effect.

DATED this _____ day of _____, 2025.

CITY OF NORTH BEND

By: _____

Printed Name: _____

Title: _____

KEITHLY ELECTIRC COMPANY

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

City Clerk

Approved as to form:

Kendra Rosenberg, City Attorney

KEITHLY ELECTRIC ON-CALL CONTRACT FIRST AMENDMENT - NOVEMBER 2025

CONTRACT FOR ON-CALL SERVICES City of North Bend and Keithly Electric Company,

This Agreement is entered into by and between the City of North Bend, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "the City," and Keithly Electric Company, hereinafter referred to as "the Contractor."

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

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered within ten (10) days after City Council voucher approval. The Contractor will bill the City monthly based upon actual time expended and expenses incurred against the approved budget for the designated project at the rates provided in Exhibit "B". The Contractor shall be paid a total amount not to exceed the approved budget for the designated project without written modification of the Agreement signed by the City. The Contractor shall complete and return Exhibit "C", Taxpayer Identification Number, to the City prior to or along with the first billing invoice submittal.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing February 8, 2023, and ending December 31, 2025, unless sooner terminated under the provisions hereinafter specified or extended through a mutually agreed upon written amendment to this agreement.
4. **Reserved.**
5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
6. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, including attorneys' and expert witness fees, arising from injury or death to persons or damage to property occasioned by any negligent act, omission, or failure of the Contractor, its officers, agents, and employees, in performing the work required by this Agreement. With respect to the performance of this Agreement and as to claims against the City, its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on

behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent that any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, or employees, this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor its officers, agents, and employees.

7. Insurance.

- A. The Contractor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the City of North Bend as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.
- B. In addition to the insurance provided for in Paragraph A above, the Contractor shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Contractor employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.
- C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.

8. Record Keeping and Reporting and "Red Flag" Rules.

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

9. Taxes, Licenses and Permits.

- A. The Contractor shall procure and maintain a City Business License in accordance with NBMC Chapter 5.04, Business Licenses and Business and Occupation Tax, prior to beginning work under this agreement. The Contractor shall also ensure that, and be responsible for, all Contractors, sub-Contractor, and suppliers, obtain a City Business License.

- B. The Contractors acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, including NBMC Chapters 5.04 and 5.05, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, the Contractor shall reimburse and hold the City harmless from such costs, including attorney's fees. The Contractor shall also require all Contractors, sub-Contractors, and suppliers, pay all charges and taxes in accordance with this section.
- C. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then the Contractor authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractors total compensation.

10. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Contractor's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Contractor.

11. **Termination.** This Agreement may at any time be terminated by the City upon giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

12. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

13. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

15. **Notices.** Notices to the City of North Bend shall be sent to the following address:

David Miller, City Administrator
City of North Bend
920 SE Cedar Falls Way
North Bend, Washington 98045
Phone Number: (425) 888-1211

Notices to the Contractor shall be sent to the following address:

Danny Keithly
Keithly Electric Company
827 South Director Street
Seattle, WA 98108
Phone Number: (206) 763-6875

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

CITY OF NORTH BEND, WASHINGTON

By: 
Rob McFarland
Title: Mayor

Date: 3-14-23

KEITHLY ELECTRIC COMPANY

By: 
Title: Vice President

Date: 10 March 2023

Attest/Authenticated:


Susie Oppedal, City Clerk

Approved As To Form:


Lisa Marshall, City Attorney

EXHIBIT A



*Continuously Providing Unparalleled Service to Our Customers
from our Most Valuable Asset: Our Employees*

Services

Case Studies

About

Contact

Industrial Services

Since 1967 Keithly Electric has proudly been supporting industry 24/7 365 days a year! We pride ourselves on our ability to service every aspect of your facility from wireless signals to 38KV power distribution systems.

With exceptional technicians, programmers and electricians; Design/Build services for your project from the ground up and providing your facility with the following services:

- 24 Hour Troubleshooting and Repair Service
- Certified Electrode and Ground Testing
- Systems Integration (Rockwell Automation Recognized Systems Integrator)
- PLC Programming and HMI development
- CAD Services and Design
- UL508A Panel Shop
- Fiber Optic and Network cabling
- Industrial E-net, Control Net, Device Net, Profi-bus, Can-Open
- Load Analysis and Engineering Services
- Service Design and Installation
- Electric Utility Coordination
- Medium Voltage Equipment Supply and Installation
- Transformer Oil Testing
- Instrument Calibration and Process Tubing
- Water Treatment System design and installation
- Drive programming, sales and service
- Camera system installation and service
- Generators, Transfer Switches and UPS systems
- Aggregate Delivering System using Keithly's "Sensor-less Technology"
- Commercial Tenant Improvements
- Energy conservation programs with government funding of up to 60% of project cost that include: LED Lighting, Air compressors, Hydraulics and Fan/dust collector applications



©2016 Keithly Electric



827 South Director Street
Seattle, WA 98108
Phone (206) 763-6875
www.keithlyelectric.com

EXHIBIT B
RATE AND BILLING INFORMATION

Hourly Rates

The following are our standard hourly rates. Overtime is charged at time-and-a-half for work over 8 hours per day and all-day Saturday. Sundays and holidays are charged at double the standard rate. Service calls have a minimum 3-hour billing. Travel time is billed at the applicable rate on the day of service.

	Hourly Rate	Overtime	Double-time
Electrician	\$120.00	\$180.00	\$240.00
Foreman	\$130.00	\$195.00	\$260.00
Controls Technician / Programmer	\$150.00	\$225.00	\$300.00
Project Engineer / Project Manager	\$150.00	\$225.00	\$300.00
Prevailing Wage Electrician	\$200.00	\$300.00	\$400.00
Prevailing Wage Technician	\$225.00	\$337.50	\$450.00
Shift Work (evening / night) 20% surcharge			

Emergency Service Calls

Service calls outside of regular business hours incur a \$300 call-out fee plus portal-to-portal charges at \$250 / hour, with a two-hour minimum. Emergency call rates are charged weekdays from 4:00 pm to 6:00 am and all day Saturdays, Sundays and holidays.

General Terms and Conditions

Prices do not include applicable sales tax. Service calls are billed upon completion. Small capital projects require a 50% deposit and are billed upon completion. Large capital projects require a 20% deposit and are progress billed monthly. Terms are net-30. Credit cards are accepted and are subject to a 3.5% processing fee.

Warranty

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

EXHIBIT C

CITY OF NORTH BEND
920 SE Cedar Falls Way
North Bend, WA 98045
Phone: (206) 888-1211
FAX: (206) 831-6200

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN#: 91-1466893

SS#: - - - - -

Print Name: Danny Keithly

Print Title: Vice President

Business Name: Keithly Electric Company

Business Address: 827 S Director St, Seattle, WA 98108

Business Phone: 206.763.6875

10 March 2023
Date


Authorized Signature (required)

EXHIBIT D

CITY OF NORTH BEND IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

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

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling Requirements of the Red Flags Rule.

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

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

B. Red Flags Rule Definitions Used in this Program.

For the purposes of this Program, the following definitions apply:

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

Covered Account. A “covered account” means:

a. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and

b. Any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the City from identity theft.

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

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

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

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

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

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

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

III. IDENTIFICATION OF RED FLAGS

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

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

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

B. Suspicious Documents - Red Flags.

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

C. Suspicious Personal Identifying Information -Red Flags.

- Identifying information presented that is inconsistent with other information the customer provides (such as inconsistent birth dates);

- Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a driver's license);
- Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- Social security number presented that is the same as one given by another customer;
- An address or phone number presented that is the same as that of another person;
- Failing to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
- Identifying information which is not consistent with the information that is on file for the customer.

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

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

E. Alerts from Others - Red Flag.

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

IV. DETECTING RED FLAGS

A. New Accounts.

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

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

B. Existing Accounts.

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;
- Contact the customer with the covered account;
- Change any passwords or other security codes and devices that permit access to a covered account;
- Not open a new covered account;
- Close an existing covered account;
- Reopen a covered account with a new number;
- Not attempt to collect payment on a covered account;
- Notify the Finance Director for determination of the appropriate step(s) to take;
- Notify law enforcement; or
- Determine that no response is warranted under the particular circumstances.

B. Protect Customer Identifying Information.

In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:

- Secure the City website but provide clear notice that the website is not secure;
- Undertake complete and secure destruction of paper documents and computer files containing customer information;
- Make office computers password protected and provide that computer screens lock after a set period of time;
- Keep offices clear of papers containing customer identifying information;
- Request only the last 4 digits of social security numbers (if any);
- Maintain computer virus protection up to date; and
- Require and keep only the kinds of customer information that are necessary for City purposes.

VI. PROGRAM ADMINISTRATION

A. Oversight.

The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.

The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.

B. Staff Training and Reports.

City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:

1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
2. Service provider arrangements;
3. Significant incidents involving identity theft and the City's response; and
4. Recommendations for material changes to the Program.

C. Service Provider Arrangements.

In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs

its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the Program and with all instructions and directives issued by the Finance Director relative to the Program; or
- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the City in writing if the service provider in connection with a City covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more red flags that the service provider detects in connection with a covered account.

D. Customer Identifying Information and Public Disclosure.

The identifying information of City customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City's specific practices to identify, detect, prevent, and mitigate identity theft may compromise the effectiveness of such practices and hereby direct that, under the Program, knowledge of such specific practices shall be limited to the Finance Director and those City employees and service providers who need to be aware of such practices for the purpose of preventing identity theft.

VII. PROGRAM UPDATES

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER
	PHONE (A/C, No, Ext): 888-333-4949
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURERS AFFORDING COVERAGE	
INSURER A: FEDERATED RESERVE INSURANCE COMPANY	NAIC # 16024
INSURED KEITHLY ELECTRIC COMPANY 827 S DIRECTOR ST SEATTLE, WA 98108-4620	317-020-6
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERS

CERTIFICATE NUMBER: 186

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LNB	TYPE OF INSURANCE	ADDL INCR	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS													
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:		Y	N	9224283	08/01/2022	08/01/2023	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ex Occurrence)</td><td>\$100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>EXCLUDED</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS & COMP/OP ACC</td><td>\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ex Occurrence)	\$100,000	MED EXP (Any one person)	EXCLUDED	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS & COMP/OP ACC	\$2,000,000
EACH OCCURRENCE	\$1,000,000																			
DAMAGE TO RENTED PREMISES (Ex Occurrence)	\$100,000																			
MED EXP (Any one person)	EXCLUDED																			
PERSONAL & ADV INJURY	\$1,000,000																			
GENERAL AGGREGATE	\$2,000,000																			
PRODUCTS & COMP/OP ACC	\$2,000,000																			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS OWNLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		N	N	9224283	08/01/2022	08/01/2023	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ex accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per Person)</td><td></td></tr> <tr><td>BODILY INJURY (Per Accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per Accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ex accident)	\$1,000,000	BODILY INJURY (Per Person)		BODILY INJURY (Per Accident)		PROPERTY DAMAGE (Per Accident)					
COMBINED SINGLE LIMIT (Ex accident)	\$1,000,000																			
BODILY INJURY (Per Person)																				
BODILY INJURY (Per Accident)																				
PROPERTY DAMAGE (Per Accident)																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION		N	N	9224284	08/01/2022	08/01/2023	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$5,000,000</td></tr> </table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000								
EACH OCCURRENCE	\$5,000,000																			
AGGREGATE	\$5,000,000																			
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A	N	9224283	08/01/2022	08/01/2023	<table border="1"> <tr><td>PER STATUTE</td><td>OTHER</td></tr> <tr><td>E.L EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L DISEASE EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	PER STATUTE	OTHER	E.L EACH ACCIDENT	\$1,000,000	E.L DISEASE EA EMPLOYEE	\$1,000,000	E.L DISEASE - POLICY LIMIT	\$1,000,000				
PER STATUTE	OTHER																			
E.L EACH ACCIDENT	\$1,000,000																			
E.L DISEASE EA EMPLOYEE	\$1,000,000																			
E.L DISEASE - POLICY LIMIT	\$1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSORS OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER 317-020-6 CITY OF NORTH BEND 920 SE CEDAR FALLS WAY NORTH BEND, WA 98045-9566	186 4	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nicholas R. Zawer</i>
--	-------	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com
Phone: 1-888-333-4949
Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

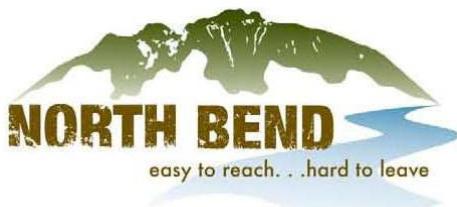
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



City Council Agenda Bill

SUBJECT:	Agenda Date: November 4, 2025	AB25-117
Motion Authorizing Amendment No. 3 to the On-Call Contract with DKS	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 – Tom Mohr, P.E.	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		
Attachments: Amendment #3, Original On-Call Contract (plus prior amendments)		

SUMMARY STATEMENT:

On April 3, 2018 the City Council passed AB18-040 authorizing an engineering services contract with DKS for on-call transportation consulting services. This service is needed as the City does not have transportation engineers on staff.

DKS's primary role for the City has been to review Traffic Impact Analysis's ("TIAs") for private development projects. TIAs evaluate existing intersection Level of Service ("LOS"), future intersection LOS, impacts to traffic operations, and mitigation if the future intersection LOS is below City Standards as outlined in NBMC 20.12.060(A)(1) along with other transportation related elements. DKS also provide expert witness testimony at public hearings for private development projects with a Hearing Examiner.

Since DKS's role as a transportation engineering consultant is for private development projects in the City, all fees charged by DKS are pass-through to developers.

The most recent on-call contract plus amendments with DKS expires December 31, 2025. City staff recommend extending their on-call contract for another three years, expiring on December 31, 2028. City staff also recommend increasing the compensation for this contract from \$150,000 to \$250,000. The contract has currently spent approximately \$125,000 and the remaining \$125,000 is a good estimate for the next 3 years pending any large change in development reviews.

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 October 28th, 2025 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **MOTION to approve AB25-117, authorizing Amendment No. 3 to the On-Call Contract with DKS, in a form and content acceptable to the City Attorney.**

RECORD OF COUNCIL ACTION

Meeting Date	Action	Vote
November 4, 2025		

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND AND DKS**

THIS THIRD AMENDMENT to the Contract for Services entered into between the City of North Bend and DKS, effective _____, 2025 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 14 of the Agreement.

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

Compensation and Method of Payment. Consultant will invoice the City monthly based upon the fee schedule set forth in Exhibit B attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed **\$250,000.00** without written modification of the Agreement signed by the City. The City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached Exhibit C (Taxpayer Identification Number) to the City prior to or along with the first invoice.

(\$75,000 original contract + (\$0 for first amendment), \$75,000 for the second amendment + \$100,000 for this third amendment = \$250,000 Total).

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

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing April 3rd, 2018 and ending December 31, 2028 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.

All other terms and conditions remain as provided in the original Agreement effective April 3, 2018.

DATED this _____ day of _____, 2025.

CITY OF NORTH BEND

By: _____

Printed Name: _____

Title: _____

DKS

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved as to form:

Kendra Rosenberg, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND DKS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 11 day of April, 2018, by and between the City of North Bend, a municipal corporation of the State of Washington ("the City") and DKS, a corporation ("Consultant") in consideration of the mutual benefits and conditions contained herein.

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** Consultant will invoice the City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed SEVENTY FIVE THOUSAND DOLLARS AND 00/100 (\$75,000.00) without written modification of this Agreement signed by the City. The City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to the City prior to or along with the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing April 3, 2018 and ending December 31, 2019 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to the City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.
5. **Independent Contractor.** The City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Consultant nor any of Consultant's employees shall be entitled, by virtue of the

services provided under this Agreement, to any benefits afforded to City employees. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to Consultant or Consultant's employees.

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

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

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

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

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

- B. Additional Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Consultant's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- C. Certificates of Insurance. Within fifteen (15) days of the execution of this Agreement, Consultant shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 7.
- D. Failure to Maintain Insurance. Consultant's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- E. Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

8. Recordkeeping and “Red Flag” Rules.

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

9. Taxes, Licenses and Permits.

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

B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold the City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 9.

C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then Consultant authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Consultant's total compensation.

10. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. The City shall have the right to conduct an audit of Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Consultant.

11. **Termination.** This Agreement may be terminated by the City at any time upon thirty (30) days' written notice; provided, that if Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement as provided in Subsection 7(D) herein.

12. **Discrimination Prohibited.** Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

13. **Assignment and Subcontract.** Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. **Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.

15. **Notices.** Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

To Consultant:

Richard Hutchinson, PE, PTOE
Principal
DKS
719 Second Avenue, Suite 1250
Seattle, WA 98104-1706
Phone: 206-382-9800
Email: rjh@dksassociates.com

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

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

CITY OF NORTH BEND

By: 
Kenneth G. Hearing, Mayor

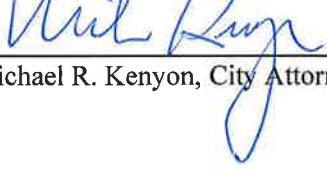
DKS

By: 
Printed Name: RICHARD HUTCHINSON
Title: PRINCIPAL

Attest/Authenticated:


Susie Oppedal, City Clerk

Approved As To Form:


Michael R. Kenyon, City Attorney



719 Second Ave.
Suite 1250
Seattle, WA
98104-1706

March 20, 2018

Mark Rigos, P.E.
Public Works Director / Deputy City Administrator
City of North Bend Annex
126 East Fourth Street
North Bend, WA 98045

Subject: Transportation Planning Consulting Services & Fee Study for Bike and Ped Trails

The purpose of this transmittal is to document the general scope of services and current billing rates to be provided by DKS Associates and FCS Group to the City of North Bend Washington Public Works Department.

GENERAL SCOPE OF WORK

Provision of professional transportation consulting services for city-wide transportation planning services shall include but not limited to the following:

- Transportation Impact Analysis (TIA) peer review
- Comprehensive Plan transportation element update preparation
- General transportation design review of streets, trails and roundabouts
- Transportation Impact Fee (TIF) program update preparation
- Transportation Improvement Program (TIP) support
- Citywide bike plan preparation
- WSDOT project coordination
- Related transportation consulting services

BILLING RATES

Provision of professional transportation consulting services shall be billed according to the attached 2018 DKS and FCS Group fee schedules.

CONTRACT TERMS AND CONDITIONS

Transportation consulting services shall be provided in compliance with the Professional Services Agreement by and between the City of North Bend and DKS Associates. Unless renewed, this contract shall expire on December 31, 2019.

Feel free to contact me at 206.436.0282 or Mike Usen and 206.436.0557 if you have any questions.

DKS

Page 2

Sincerely,



Richard J Hutchinson, PE, PTOE
Principal

Attachments



Fee Schedule

Effective January 1, 2018 through December 31, 2018

ENGINEERS and PLANNERS		TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate
Grade 1	\$ 55.00	Grade 32	210.00
Grade 2	60.00	Grade 33	215.00
Grade 3	65.00	Grade 34	220.00
Grade 4	70.00	Grade 35	225.00
Grade 5	75.00	Grade 36	230.00
Grade 6	80.00	Grade 37	235.00
Grade 7	85.00	Grade 38	240.00
Grade 8	90.00	Grade 39	245.00
Grade 9	95.00	Grade 40	250.00
Grade 10	100.00	Grade 41	255.00
Grade 11	105.00	Grade 42	260.00
Grade 12	110.00	Grade 43	265.00
Grade 13	115.00	Grade 44	270.00
Grade 14	120.00	Grade 45	275.00
Grade 15	125.00	Grade 46	280.00
Grade 16	130.00	Grade 47	285.00
Grade 17	135.00	Grade 48	290.00
Grade 18	140.00	Grade 49	295.00
Grade 19	145.00	Grade 50	300.00
Grade 20	150.00	Grade 51	305.00
Grade 21	155.00	Grade 52	310.00
Grade 22	160.00	Grade 53	315.00
Grade 23	165.00	Grade 54	320.00
Grade 24	170.00	Grade 55	325.00
Grade 25	175.00	Grade 56	330.00
Grade 26	180.00	Grade 57	335.00
Grade 27	185.00	Grade 58	340.00
Grade 28	190.00	Grade 59	345.00
Grade 29	195.00	Grade 60	350.00
Grade 30	200.00	Grade 61	355.00
Grade 31	205.00	Grade 62	360.00

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.



Expert Witness and Deposition Fee Schedule

Effective January 1, 2018 through December 31, 2018

ENGINEERS and PLANNERS		TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate
Grade 1	\$ 60.00	Grade 32	280.00
Grade 2	65.00	Grade 33	290.00
Grade 3	70.00	Grade 34	300.00
Grade 4	75.00	Grade 35	310.00
Grade 5	80.00	Grade 36	320.00
Grade 6	85.00	Grade 37	330.00
Grade 7	115.00	Grade 38	340.00
Grade 8	125.00	Grade 39	350.00
Grade 9	130.00	Grade 40	360.00
Grade 10	135.00	Grade 41	370.00
Grade 11	140.00	Grade 42	380.00
Grade 12	145.00	Grade 43	390.00
Grade 13	150.00	Grade 44	400.00
Grade 14	155.00	Grade 45	410.00
Grade 15	160.00	Grade 46	420.00
Grade 16	165.00	Grade 47	430.00
Grade 17	175.00	Grade 48	440.00
Grade 18	185.00	Grade 49	450.00
Grade 19	195.00	Grade 50	460.00
Grade 20	215.00	Grade 51	470.00
Grade 21	220.00	Grade 52	480.00
Grade 22	225.00	Grade 53	490.00
Grade 23	230.00	Grade 54	500.00
Grade 24	235.00	Grade 55	510.00
Grade 25	240.00	Grade 56	520.00
Grade 26	245.00	Grade 57	530.00
Grade 27	250.00	Grade 58	540.00
Grade 28	255.00	Grade 59	550.00
Grade 29	260.00	Grade 60	560.00
Grade 30	265.00	Grade 61	570.00
Grade 31	270.00	Grade 62	580.00

- Project expenses will be billed at *cost plus 15 percent* for service and handling. Project expenses include project-related costs such as transportation, subsistence, reproduction, postage, telephone, computer charges, and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Rate schedule includes billing rates for personnel who might support investigation and preparation.

EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER

CITY OF NORTH BEND
P.O. Box 896
211 Main Avenue North
North Bend, WA 98045
Phone: (206) 888-1211
FAX: (206) 831-6200

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

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

Please check the appropriate category:

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

TIN#: 94-2583153

SS#: _____ - _____ - _____

Print Name: RICHARD HUTCHINSON

Print Title: PRINCIPAL

Business Name: DKS ASSOCIATES

Business Address: 719 - 2nd AVE, SEATTLE, WA 98104

Business Phone: 204-382-0900

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

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

II. PROGRAM PURPOSE AND DEFINITIONS

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

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

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

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

“Covered account” means:

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

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

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

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

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

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

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

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

III. IDENTIFICATION OF RED FLAGS

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

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

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

B. **Suspicious Documents – Red Flags.**

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

C. **Suspicious Personal Identifying Information – Red Flags.**

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

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

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

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

E. Alerts from Others – Red Flag.

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

IV. DETECTING RED FLAGS

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

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

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;

- Contact the customer with the covered account;
- Change any passwords or other security codes and devices that permit access to a covered account;
- Not open a new covered account;
- Close an existing covered account;
- Reopen a covered account with a new number;
- Not attempt to collect payment on a covered account;
- Notify the Finance Director for determination of the appropriate step(s) to take;
- Notify law enforcement; or
- Determine that no response is warranted under the particular circumstances.

B. Protect Customer Identifying Information. In order to further prevent the likelihood of identity theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:

- Secure the City website but provide clear notice that the website is not secure;
- Undertake complete and secure destruction of paper documents and computer files containing customer information;
- Make office computers password protected and provide that computer screens lock after a set period of time;
- Keep offices clear of papers containing customer identifying information;
- Request only the last 4 digits of social security numbers (if any);
- Maintain computer virus protection up to date; and
- Require and keep only the kinds of customer information that are necessary for City purposes.

VI. PROGRAM ADMINISTRATION

A. Oversight. The Finance Director or other designated city employee at the level of senior management shall be responsible for developing, implementing, and updating the Program.

The Finance Director shall also be responsible for the Program administration, for appropriate training of City staff on the Program, for reviewing the annual staff report required under the Program, as well as any other staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.

B. Staff Training and Reports. City staff responsible for implementing the Program shall be trained either by or under the direction of the Finance Director in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Additionally, a compliance report shall be provided annually to the Finance Director. The annual compliance report shall at a minimum address the following:

1. The effectiveness of the City's policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
2. Service provider arrangements;
3. Significant incidents involving identity theft and the City's response; and
4. Recommendations for material changes to the Program.

C. Service Provider Arrangements. In the event the City engages a service provider to perform an activity in connection with one or more covered accounts, the City shall take the following steps to require that the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the Program and with all instructions and directives issued by the Finance Director relative to the Program; or
- Require, by contract, that service providers acknowledge receipt and review of the Program and agree to perform their activities with respect to City covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate identity theft; and that the service providers agree to report promptly to the City in writing if the service provider in connection with a City covered account detects an incident of actual or attempted identity theft or is unable to resolve one or more red flags that the service provider detects in connection with a covered account.

D. Customer Identifying Information and Public Disclosure. The identifying information of City customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City's specific practices to identify, detect, prevent, and mitigate identify theft may compromise the effectiveness of such practices and hereby direct that, under the Program, knowledge of such specific practices shall be limited to the Finance Director and those City employees and service providers who need to be aware of such practices for the purpose of preventing identity theft.

VII. PROGRAM UPDATES

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

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND AND DKS**

THIS FIRST AMENDMENT to the Professional Services Agreement entered into between the City of North Bend and DKS effective April 11, 2018 (hereinafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 14 of the Agreement.

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing April 3, 2018 and ending December 31, 2023 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.

All other terms and conditions remain as provided in the original Agreement effective April 11, 2018.

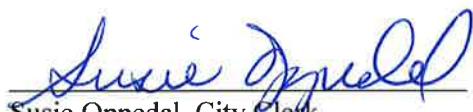
CITY OF NORTH BEND

By: 
Printed Name: Rob McFarland
Title: Mayor

DKS

By: 
Printed Name: Eric H. Shimizu
Title: Principal

Attest/Authenticated:


Susie Oppedal, City Clerk

Approved as to form:


Michael R. Kenyon, City Attorney

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND AND DKS**

THIS SECOND AMENDMENT to the Contract for Services entered into between the City of North Bend and DKS effective March 7, 2023 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 14 of the Agreement.

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

Compensation and Method of Payment. Consultant will invoice the City monthly based upon the fee schedule set forth in Exhibit B attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed **\$150,000.00** (\$75,000 original contract plus \$75,000 for this second amendment) without written modification of the Agreement signed by the City. The City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached Exhibit C (Taxpayer Identification Number) to the City prior to or along with the first invoice.

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

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing April 3rd, 2018 and ending December 31, 2025 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.

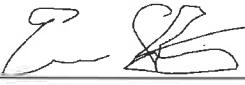
All other terms and conditions remain as provided in the original Agreement effective April 3, 2018.

DATED this 14th day of March, 2023.

CITY OF NORTH BEND

By: 
Printed Name: Rob McFarland
Title: Mayor

DKS

By: 
Printed Name: Shimizu
Title: Principal

Attest/Authenticated:


City Clerk

Approved as to form:

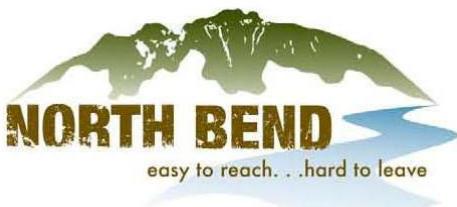

Lisa Marshall, City Attorney

Fee Schedule**Effective January 1, 2023 through December 31, 2023**

ENGINEERS and PLANNER		TECHNICIANS and SUPPORT STAFF	
Grade	Hourly Rate	Grade	Hourly Rate
Grade 5	75.00	Grade 38	240.00
Grade 6	80.00	Grade 39	245.00
Grade 7	85.00	Grade 40	250.00
Grade 8	90.00	Grade 41	255.00
Grade 9	95.00	Grade 42	260.00
Grade 10	100.00	Grade 43	265.00
Grade 11	105.00	Grade 44	270.00
Grade 12	110.00	Grade 45	275.00
Grade 13	115.00	Grade 46	280.00
Grade 14	120.00	Grade 47	285.00
Grade 15	125.00	Grade 48	290.00
Grade 16	130.00	Grade 49	295.00
Grade 17	135.00	Grade 50	300.00
Grade 18	140.00	Grade 51	305.00
Grade 19	145.00	Grade 52	310.00
Grade 20	150.00	Grade 53	315.00
Grade 21	155.00	Grade 54	320.00
Grade 22	160.00	Grade 55	325.00
Grade 23	165.00	Grade 56	330.00
Grade 24	170.00	Grade 57	335.00
Grade 25	175.00	Grade 58	340.00
Grade 26	180.00	Grade 59	345.00
Grade 27	185.00	Grade 60	350.00
Grade 28	190.00	Grade 61	355.00
Grade 29	195.00	Grade 62	360.00
Grade 30	200.00	Grade 63	365.00
Grade 31	205.00	Grade 64	370.00
Grade 32	210.00	Grade 65	375.00
Grade 33	215.00	Grade 66	380.00
Grade 34	220.00	Grade 67	385.00
Grade 35	225.00	Grade 68	390.00
Grade 36	230.00	Grade 69	395.00
Grade 37	235.00	Grade 70	400.00

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.

Rates subject to change annually.



City Council Agenda Bill

SUBJECT:	Agenda Date: November 4, 2025	AB25-118
Resolution Accepting Bids and Awarding Construction Contract for the Wastewater Treatment Plant Fencing Project to South Sound Fencing, LLC	Department/Committee/Individual	
Cost Impact: \$52,028.43 including sales tax	Mayor Mary Miller	
Fund Source: WWTP Capital Funds	City Administrator – Amber Emery	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Tom Mohr, P.E.	X
Attachments: Resolution, Bid Tabulation, Project Map		
SUMMARY STATEMENT:		
As the Wastewater Treatment Plant (“WWTP”) upgrades have come to an end, the City needs to add some new security fencing and replace some existing security fencing around the perimeter of the facility.		
The existing fence along the north side of the WWTP needs to be replaced due to significant damage sustained since it was originally built. The vast majority of this damage has been caused by falling branches from large Cottonwood trees on the property north of the WWTP. A few of the trees that caused most of the damage to the fence were removed in early 2025 due to concerns about those trees coming down on the new WWTP UV/Effluent Building. The new fence will be installed along the west side and southwest corner of the WWTP where temporary fence currently stands. The new fence will be 6-foot tall, galvanized chain link fence with 3 strands of barbed wire running along the top of the fence which will match the existing fence along the southeast corner and east side of the WWTP. In addition to the fence, two double swinging gates are proposed to be installed. The attached project map shows the replacement fence, new fence, and gate locations.		
City staff advertised this project for construction bids in October 2025. Bids were due to the City by 2:00 p.m., Thursday, October 16, 2025, and nine (9) bids were received. Bid results are attached and ranged from \$52,028.43 to \$116,731.47. The engineer’s estimate was \$95,000. The low bid came from South Sound Fencing, LLC in the amount of \$52,028.43 including all applicable taxes.		
City staff have conducted the appropriate background checks on South Sound Fencing, LLC and recommend award of this contract.		
APPLICABLE BRAND GUIDELINES: Consistent delivery of basic quality services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their October 28, 2025 meeting and recommended approval and placement on the Consent Agenda		
RECOMMENDED ACTION: MOTION to approve AB25-118, a resolution accepting bids and awarding the construction contract for the Wastewater Treatment Plant Fencing Project to South Sound Fencing, LLC.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
November 4, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING CONSTRUCTION BIDS AND AWARDING THE CONSTRUCTION CONTRACT FOR THE WASTEWATER TREATMENT PLANT FENCING PROJECT

WHEREAS, City staff determined that the Wastewater Treatment Plant (“WWTP”) was in need of a new perimeter security fence after years of upgrades to the WWTP; and

WHEREAS, this project is known as the Wastewater Treatment Plant Fencing Project (“Project”); and

WHEREAS, work shall include, but is not limited to the following: removal of existing temporary and damaged permanent fencing; installation of 6-foot tall chain link fence with barbed wire; and two double swing gates; and

WHEREAS, the Project is funded by budgeted Wastewater Treatment Plant Capital Funds; and

WHEREAS, bid documents were sent to the appropriate MRSC Smalls Works Roster and the City accepted bids up until Thursday, October 16th, 2025, at 2:00 p.m.; and

WHEREAS, the City received bids from nine (9) contractors with the lowest bid coming from South Sound Fencing, LLC in the amount of \$52,028.43, including all applicable taxes;

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

Section 1. The construction bids for the Project are accepted.

Section 2. The construction contract for the Project is awarded to South Sound Fencing, LLC, in the amount of \$52,028.43, including all applicable taxes, in a form and content approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF NOVEMBER 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

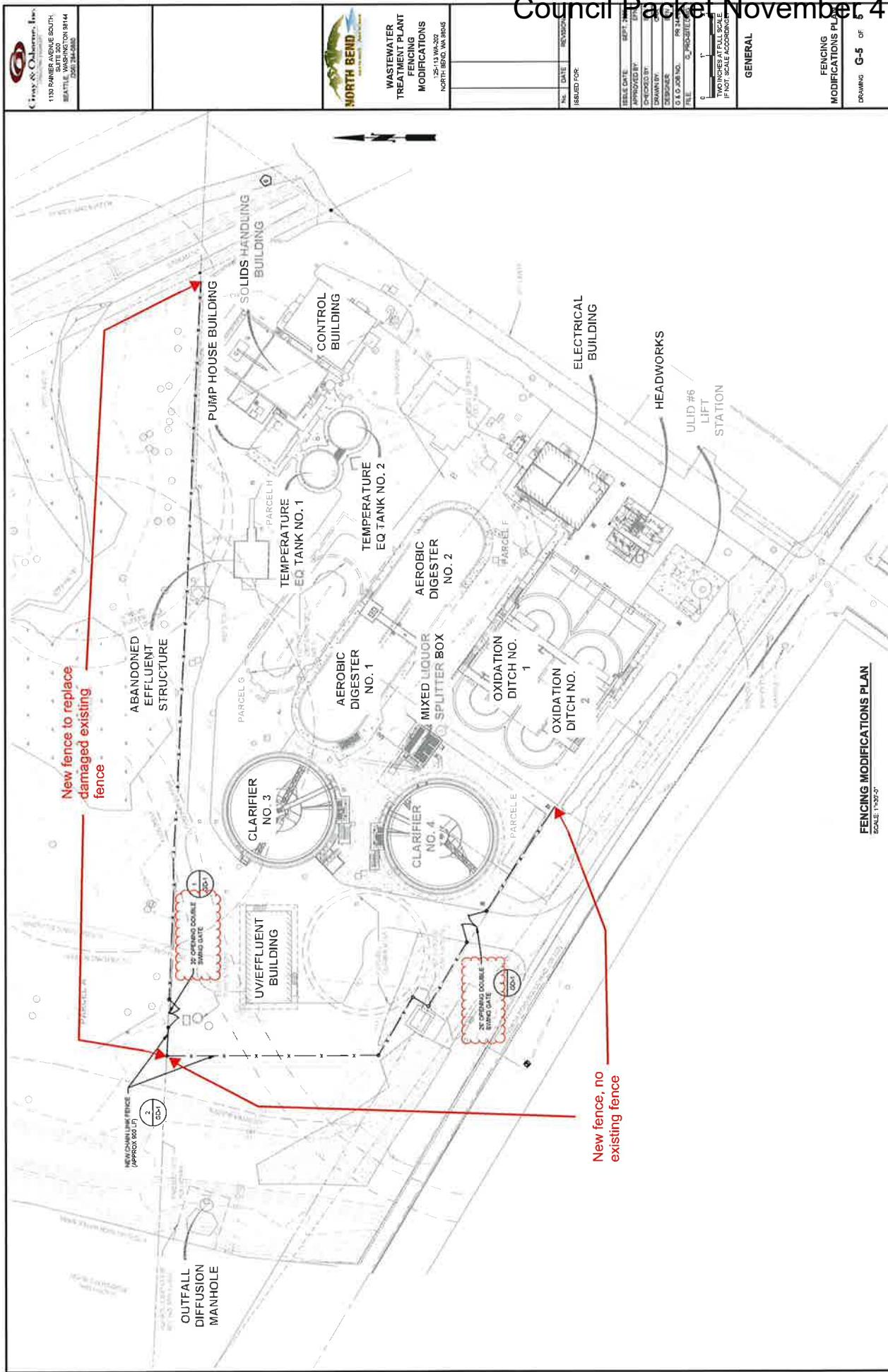
Kendra Rosenberg, City Attorney

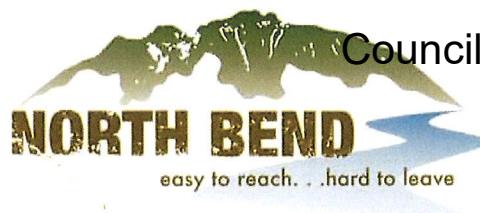
ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk





Office of Mayor

PROCLAMATION

WHEREAS, the City of North Bend honors those, no matter how young or old, that make a positive difference in our community and our world; and

WHEREAS, the Empower Youth Network's Youth Suicide Prevention program, which includes the #BeKindSV campaign, makes our schools, communities and state stronger by facilitating meaningful change through simple acts of kindness; and

WHEREAS, any day, week, or month is a good time to remind all of us of the need to remember that compassion, empathy, humility and respect are essential ingredients in the creation and maintenance of a kind and civilized society; and

WHEREAS, kindness is a fundamental part of the human condition which bridges the divides of race, religion, politics, and gender; and

WHEREAS, by knowing, understanding, and using our power of kindness, we have the ability to send out a positive ripple that may travel throughout the Valley and beyond; and

WHEREAS, when fostering acts of kindness within our community we help our citizens develop a thoughtful foundation and perspective within themselves and those around them; and

WHEREAS, through simple acts of kindness, we can promote healthy behaviors and positive dynamics within our community; and

WHEREAS, we seek to cultivate caring, kindness and compassion within our community;

NOW, THEREFORE, I, Mary Miller, Mayor, do hereby proclaim the month of November 2025 as

KINDNESS MONTH

in the City of North Bend and call upon all citizens to observe this month with appropriate acts of kindness, caring and compassion within our community.



Signed this 4th day of November, 2025

Mary Miller
Mayor



City Council Agenda Bill

SUBJECT:	Agenda Date: November 4, 2025	AB25-119
Ordinance Amending North Bend Municipal Code Chapters 18.06 (Definitions) and 18.10 (Zoning Districts)	Department/Committee/Individual	
Cost Impact: N/A	Mayor – Mary Miller	
Fund Source: N/A	City Administrator – Amber Emery	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Community & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Tom Mohr	
	Senior Planner – Jamie Burrell, and Planning Intern Paige Robbins	X
Attachments: Ordinance, Exhibit A – Draft Amendments, Planning Commission Staff Report with Public Comments		
SUMMARY STATEMENT:		
<p>The proposed ordinance makes amendments to the City's zoning code definitions (Chapter 18.06 NBMC) and the City's zoning districts (Chapter 18.10 NBMC). These amendments are intended to clarify definitions for all land uses identified in NBMC Table 18.10.030 (Permitted and Conditional Land Uses), to address recent legislation, and to address other miscellaneous amendments noted by staff in NBMC Table 18.10.040 (Bulk and Dimensional Standards) and NBMC Table 18.10.050 (Land Use Performance Standards). Highlights of some of the statutory and other changes include:</p> <ul style="list-style-type: none">Senate Bill 5509 related to allowance for childcare facilities in all zones.House Bill 1757 related to housing unit density for redevelopment within existing buildings. A footnote is added to Table 18.10.040 to allow up to 50% more density than what is permitted within the underlying zone when residential is proposed within an existing building in a zone that allows multifamily housing.Allowance for first floor residential within the Neighborhood Mixed Use zone where lots front North Bend Way. Commercial is required along the entire frontage, and the first-floor residential portion shall not exceed 40% of the net area of the lot.Removal of specific location standards for Tattoo Parlor and Body Piercing Studios and combining with Personal Services.Removal of specific zoning-district based impervious surface coverage limits, as these standards are duplicative of stormwater regulations that apply more comprehensively, as well as related standards that better address built-form impacts such as setbacks, building-coverage requirements, and landscape buffers.Removal of the 10-unit cap per building in the Interchange Mixed Use zone (maintained in High-Density Residential and Neighborhood Mixed Use Zones).		
<p>Staff recommend approval of the amendments as drafted.</p>		
APPLICABLE BRAND GUIDELINES: Design Standards		
COMMITTEE REVIEW AND RECOMMENDATIONS:		
PLANNING COMMISSION:		
<p>The Planning Commission held a public hearing on August 20, 2025. The Planning Commission received comments from Logan Schmidt of the Master Builders Association of King and Snohomish Counties and David Toyer, President of Toyer Strategic Advisors, Inc., who both spoke in support of the amendments.</p>		

City Council Agenda Bill

On September 17, 2025, the Planning Commission recommended that Council approve the amendments.

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE:

The Community and Economic Development Committee (“CED Committee”) reviewed this item at their October 21, 2025 meeting. The CED Committee recommended approval of the amendments, with the following exceptions:

1. Maximum Building Size (Multifamily) – Table 18.10.040(11) (page 71 of Exhibit A).

Existing Code: Currently, NBMC 18.10.040(11) limits “Multifamily Structures (excluding elderly homes, related assisted living, and mixed-use building containing a retail/office component)” in the City’s Interchange Mixed Use (“IMU”) zone to “Not more than 10 units per MF bldg.”

Proposed Amendment (as drafted): The proposed ordinance removes the 10-unit-per-building cap for Multifamily Structures in the IMU zone (similar caps in the High Density Residential and Neighbor Mixed Use zones are maintained).

CED Recommendation: The CED Committee recommended that Council maintain the 10-unit-per-building cap.

Possible Motion: Should Council wish to consider amending the ordinance as recommended by the CED Committee, possible language is: “I move to amend the ordinance to remove the proposed amendments to NBMC 18.10.040(11) and maintain the 10-unit-per-building cap for Multifamily Structures in the IMU zone.”

2. First Floor Residential in Neighborhood Mixed Use – Table 18.10.050(1.20)(a) (page 78 of Exhibit A)

Existing Code: Currently, NBMC 18.10.050(1.20)(a) provides: “New multifamily dwellings constructed on North Bend Way or Bendigo Boulevard shall be second story or above in the [Neighborhood Mixed Use (“NMU”)] zoning district.”

Proposed Amendment (as drafted): The proposed ordinance, if adopted as drafted, would provide: “In the NMU zone, new multifamily dwellings are allowed on lots with North Bend Way frontage when commercial uses are placed along the entire frontage. The first-floor residential portion shall not exceed 40% of the net area of the lot.”

CED Recommendation: The CED Committee recommended that Council not allow ground floor residential within the NMU zone.

Clean-Up: If Council amends the ordinance to remove the proposed amendments to NBMC 18.10.050(1.20)(a), staff recommends that Council also remove associated amendments to NBMC 18.10.020(D)(5) (page 31 of Exhibit A).

Possible Motion: Should Council wish to consider amending the ordinance as recommended by the CED Committee, possible language is: “I move to amend the ordinance to remove the proposed amendments to NBMC 18.10.050(1.20)(a) and NBMC 18.10.020(D)(5) and maintain the existing limit on ground floor residential in the NMU zone.”

RECOMMENDED ACTION: **MOTION to approve AB25-119, an ordinance amending North Bend Municipal Code Chapter 18.06 (Definitions) and North Bend Municipal Code Chapter 18.10 (Zoning Districts), as a first and final reading.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 4, 2025		

ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND,
WASHINGTON, RELATING TO ZONING; AMENDING
NORTH BEND MUNICIPAL CODE CHAPTER 18.06
(DEFINITIONS); AMENDING NORTH BEND
MUNICIPAL CODE CHAPTER 18.10 (ZONING
DISTRICTS); PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, RCW 36.70A.130(4)(a) subjects the City of North Bend Comprehensive Land Use Plan and development regulations, including the zoning code, to continuing review and evaluation by the City; and

WHEREAS, through the course of continuing review of development applications and application of the North Bend Municipal Code (“NBMC”), Staff have identified necessary amendments to Title 18 NBMC (the “proposed amendments”); and

WHEREAS, the proposed amendments are intended to remove unnecessary code requirements, resolve conflicting language, and ensure that future development advances the City’s welfare; and

WHEREAS, the proposed amendments were submitted to the Washington State Department of Commerce for review on July 31, 2025 (submittal 2025-S-9691); and

WHEREAS, a State Environmental Policy Act (“SEPA”) Determination of Non-Significance was issued for the proposed amendments on August 8, 2025; and

WHEREAS, the North Bend Planning Commission held a public hearing on August 20, 2025, to receive testimony on the proposed amendments and received and considered two written comments; and

WHEREAS, the Planning Commission, by motion on September 17, 2025, recommended approval of the proposed amendments as detailed in its findings, conclusions, and recommendations; and

WHEREAS, the North Bend City Council finds that the public interest and welfare would be furthered by adoption of the proposed amendments;

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

Section 1. NBMC Chapter 18.06 (Definitions), Amended: North Bend Municipal Code Chapter 18.06 (Definitions) is hereby amended to read as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 2. NBMC Chapter 18.10 (Zoning Districts), Amended: North Bend Municipal Code Chapter 18.10 (Zoning Districts) is hereby amended to read as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 3. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance by preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. 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 4TH DAY OF
NOVEMBER, 2025.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

Chapter 18.06**DEFINITIONS¹**

Sections:

- 18.06.010 Generally.
- 18.06.020 Interpretation.
- 18.06.030 Definitions.

18.06.010 Generally.

For the purpose of this title, certain words and terms used are defined as follows: All words used in the present tense include the future tense; all words in the plural number include the singular number, and all words in the singular number include the plural number, unless the natural construction of the wording indicates otherwise. The word “lot” includes the word “plot”; the word “building” includes the word “structure”; and the word “shall” is mandatory and not discretionary. The word “used” shall be deemed also to include “designed, intended, or arranged to be used.” Unless otherwise specified, all distances shall be measured horizontally. The word “city” means the city of North Bend, in the county of King, state of Washington; the term “council” means the city council of said city; the term “planning commission” means the planning commission of the city; the term “director” means the administrative staff or their designee assigned to implement the provisions of this title pursuant to NBMC Title 2; the term “building inspector” means the building official of the city. (Ord. 1262 § 1 (part), 2006: Ord. 1256 § 1 (part), 2006: Ord. 1020 (part), 1997; Ord. 336 § 2.01, 1970).

18.06.020 Interpretation.

Where specific definitions are provided in other sections of the city code, or subchapters of this title, those definitions shall apply to those sections of the code. In the event that definitions of the words or phrases in this chapter are not clear, or where definitions are lacking words may be interpreted according to standard usage, or by reliance on other relevant city codes, standards, or state or national codes.

the following shall apply in order of priority:

A. Definitions provided in the most recent city adopted International Building Code (IBC); and

B. Definitions in Webster’s New World College Dictionary, Third Edition, copyright 1996. In the event that definitions of words or phrases remain unclear and/or are not addressed by the former documents, interpretation provisions of NBMC 18.04.030 shall apply. (Ord. 1262 § 1 (part), 2006: Ord. 1256 § 1 (part), 2006: Ord. 1020 (part), 1997).

18.06.030 Definitions.

A. “A.”

1. “Abutting zones” means zoning districts sharing a common boundary. For purposes of landscaping and setback requirements, zones shall not be deemed abutting where the common boundary is at or within a street, railroad, trail, or other designated right-of-way.

2. “Accessory building” means a ~~structure building~~ that ~~is~~ is accessory to ~~one or more~~ ~~that of the~~ dwelling(s) and that is located on the same lot. ~~subordinate building, with separate means of egress, the use of which is incidental to the use of the main building and which is located on the same lot or on a contiguous lot, adjoining the principal lot, on most of one side.~~

3. “Accessory dwelling unit” or “ADU” means a ~~year round dwelling unit~~ ~~detached or attached to a single family housing unit, duplex, triplex, townhome, cottage, or other housing unit.~~ ADUs are no larger than 1,000 square feet. ADUs must provide permanent provisions for living, sleeping, eating, cooking, and sanitation, have an independent means of access, and must be located on the same lot as a ~~principal housing unit.~~ ADUs may also be above a garage, provided the parking bays may not be converted to living space. An ADU may be allowed for sale by condominium pursuant to RCW 36.70A.681(1)(k).

3. “Accessory Industrial Uses” means uses or buildings that are subordinate and incidental to a primary industrial use on the same lot, such as employee facilities, offices, or on-site storage that directly supports the principal industrial use.

4. “Accessory use” means a use that is customarily associated with, and that is incidental and subordinate to, the primary use and is located on the same lot as the primary use. means a use incidental and subordinate to the principal use and located on the same lot or in the same building as the principal use.

5. “Administrative adjustment to standards” refers to the authority of the Director director of community services and/or his or her designee to change selected bulk and dimensional standards as outlined in procedures and criteria in the table of bulk and dimensional standards. An administrative adjustment may have similar or exact results, but is not the same mechanism as a variance, which may only be granted by the hearing examiner.

6. “Adult entertainment facilities” means enterprises predominantly involved, for commercial purposes, in the selling, renting, or presenting of books, magazines, motion pictures, films, video cassettes, cable television, live entertainment, performance, or activity distinguished or characterized by a predominant emphasis on the depiction, simulation, or relation to “specified sexual activities” as defined in this chapter for observation by patrons therein. Examples of such facilities include, but are not limited to, adult book or video stores and establishments offering panoramas, peep shows, or topless or nude dancing.

7. “Adult family home” means a dwelling, licensed by the State of Washington Department of Social and Health Services, in which personal care, special care, or room and board are provided to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services. An existing adult family home may provide services to up to eight adults upon approval from the Department of Social and Health Services in accordance with RCW 70.128.066. means a regular family abode in which a person or persons provides personal care, special care, room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services as regulated by the Department of Social and Health Services in Chapter 70.128 RCW and Chapter 388-76 WAC. An adult family home may provide services to up to eight adults upon approval from the Department of Social and Health Services under RCW 70.128.066. Secure community transition facilities are not considered adult family homes.

8. “Affordable housing” means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household’s monthly income. For the purposes of housing intended for owner occupancy, “affordable housing” means residential housing that is within the means of low or moderate-income households. owner occupied or rental housing built on a site that was designated at the time of development approval, to accommodate a scale and finish of structure as stated in the development approval, that is intended to be affordable by households making no more than 80 percent of the median household income for the city of North Bend as calculated using the U.S. Department of Housing and Urban Development (HUD) methodology, assuming standard Federal Housing Administration lending criteria and minimum down payments when applicable, at the time of development approval.

9. “Agricultural land” means land meeting any one or more of the following definitions:

a. Land primarily devoted to commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by RCW 84.33.130 through 84.33.140, finfish in upland hatcheries, or livestock, and that has long term commercial significance for agricultural production; or

b. Land that is currently in use for agriculture as evidenced by its current enrollment in the open space taxation program pursuant to Chapter 84.34 RCW.

10. “Agricultural land productivity” means:

a. Any parcel of land that is 20 or more acres or multiple parcels of land that are contiguous and total 20 or more acres:

- i. ~~Devoted primarily to the production of livestock or agricultural commodities for commercial purposes; or~~
- ii. ~~Enrolled in the federal conservation reserve program or its successor administered by the United States Department of Agriculture; or~~
- iii. ~~Other similar commercial activities as may be established by rule; or~~
- b. ~~Any parcel of land that is five acres or more but less than 20 acres devoted primarily to agricultural uses, which has produced a gross income from agricultural uses equivalent to, as of January 1, 1993:~~
 - i. ~~One hundred dollars or more per acre per year for three of the five calendar years preceding the date of application for classification under this chapter for all parcels of land that are classified under this subsection or all parcels of land for which an application for classification under this subsection is made with the granting authority prior to January 1, 1993; and~~
 - ii. ~~On or after January 1, 1993, \$200.00 or more per acre per year for three of the five calendar years preceding the date of application for classification under this chapter.~~

944. “Alley” means an improved thoroughfare, right-of-way, or easement, narrower than a street, that provides vehicular and nonmotorized access to an interior boundary of one or more lots, and is not designed for general traffic circulation.

1042. “Alterations” means any construction, retrofit or renovation to an existing building other than repair or addition that requires a permit. Also, a change in a building, electrical, gas, mechanical or plumbing system that involves an extension, addition, or change to the arrangement, type or purpose of the original installation that requires a permit. a change or rearrangement of the structural parts of existing facilities, or an enlargement by extending the sides or increasing the height or depth, or the moving from one location to another. In buildings for business, commercial, industrial or similar uses, the installation or rearrangement of partitions affecting more than one third of a single floor area shall be considered an alteration.

1113. “Anchor store” means commercial establishments including but not limited to antique shops, banks and financial institutions, bookstores, microbreweries, business offices, furniture/appliance stores, general stores (but not convenience stores), hardware stores, health clubs, pharmacies, and professional offices.

1144. “Art Gallery” means a retail use that includes sales and exhibition of artwork with small-scale production of artwork and instruction on-site.

12. “Apparel, Fabric, Accessories and Leather Goods” means the process of a series of stitches that joins two or more plies of material. The edges of fabric, leather, or other material are joined by sewing (machine) in a variety of stitches to create a product.

13. “Assisted living facility” means a home or other institution, licensed by the State of Washington, providing housing and basic services and assuming general responsibility for the safety and well-being of residents under chapters 18.20 RCW and 388-78A WAC. means any facility that provides either temporary or permanent residence for senior citizens and which provides opportunities for common dining areas, although some facilities may offer kitchen facilities in the individual units as well. Some assisted care facilities may offer minor health services on site, such as a resident nurse.

14. “Athletic Field/Sports Facilities” means outdoor or indoor facilities developed for organized sports or recreational activities, such as fields, courts, or tracks, which may include seating, lighting, and accessory buildings.

15.- “Attached, building or structure or building” means a building or structure or building joined or fastened to another building or structure or building by any means to become one continuous building or structure or building.

16. “Auto Rentals and Leasing” ~~A~~means a retail establishment renting or leasing passenger cars and vans to the general public for both long and short-term periods.

B. “B.”

1. “Banks and Financial Institutions” means an organization, whose purpose is to collect, invest and distribute funds, facilitate financial transactions, and to provide various financial services.

2. “Bars and Taverns” (Including Microbreweries and Wineries) means an establishment that sells or serves alcoholic beverages for consumption on the premises and is holding a Washinton State Liquor license. References to the establishment shall include any immediately adjacent area that is owned, leased, rented, or controlled by the licensee. This use includes wine tasting rooms and micro-breweries where alcoholic beverages are sold on site and any food service is subordinate to the sale of alcoholic beverages.

4.3. “Base elevation” means the average elevation of a minimum of three and a maximum of eight points evenly distributed around the perimeter of a building where corners of the building intersect the original topography. Wing walls, decks, abutments, bay windows, and similar architectural features shall not be considered walls for the purpose of this calculation.

2. 4. “Basement” means that portion of a building partly underground and having at least one-half of its height more than five feet below the adjoining finished grade.

3. 5. “Battery charging station” means an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meets or exceeds any standards, codes, and regulations set forth by Chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

4. 6. “Battery exchange station” means a fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by Chapter 19.27 RCW and consistent with rules adopted under RCW 19.27.540.

5.7. “Bed and breakfast establishment” means a single-family dwelling unit and/or accessory building within which bedrooms are available for paying guests, subject to the provisions of this code.

6.8. “Board of adjustment” means a quasi-judicial body, created under Chapter 2.20 NBMC, empowered to hear appeals from orders or determinations made by an administrative official charged with the enforcement of this title and to vary or modify certain provisions of this title relating to the use, construction or alteration of buildings or structures or the use of land, so that the spirit of this title is observed, public safety and welfare secured, and substantial justice done.

7.9. “Boarding house,” also known as co-living housing, means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building residential dwelling or part thereof, in which lodging is provided by the owner to not more than two boarders.

10. “Boat and Watercraft Sales and Services” means the sale, rental and incidental repairs of watercraft, including but not limited to, jet skis, canoes, motorboats, and sailboats.

8. 11. “Buffer strip” means an open space used to physically separate and/or visually screen different land uses or properties from one another for a variety of environmental management purposes. May include “buffer” areas as defined in NBMC 14.05.200 and 14.05.115. Buffer strips may be natural or improved with landscaping or other amenities.

9. 12. “Building” means any building or structure utilized or intended for supporting or sheltering any occupancy, having a roof but excluding all forms of vehicles even though immobilized. When a use is required to be within a building, or where special authority granted pursuant to this title requires that a use shall be within an entirely enclosed building, then the term “building” means one so designed and constructed that all

~~exterior walls of the structure shall be solid from the ground to the roof line, and shall contain no openings except for windows and doors that are designed so that they may be closed.~~

~~10. 13.~~ “Building area” means the total ground coverage of a building or structure that provides shelter measured from the outside of its external walls or supporting members or if such areas are included within the horizontal projections of the roof or floors above or from a point four feet in from the outside edge of a cantilevered roof, whichever covers the greatest area.

~~11. 14.~~ “Building coverage” means area of a lot that is covered by the total horizontal surface area of the footprint or foundation of a building.

~~12. 15.~~ Building Height. See “Height, building.”

~~13. 16.~~ “Building inspector” means a duly appointed officer of the city charged with the administration and enforcement of the provisions of this title.

~~14. 17.~~ “Building line” means the line established by law, beyond which a building shall not extend, except as specifically provided by law of that face, corner, roof or part of a building nearest the property line.

~~18.~~ “Business Services” means an establishment providing goods and services to other businesses on a fee or contract basis.

~~19.~~ Business & Professional Offices* defined under Professional Offices

C. “C.”

1. “Carport” means a structure to house or protect motor vehicles ~~typically with open sides that is usually attached to the side of the building or may be an independent accessory structure owned or operated by the occupants of the main building and which has at least 40 percent of the total area of its sides open to the weather.~~

~~2.~~ “Car Wash” means a facility used for washing, waxing, detailing, or cleaning of automobiles and/or similar light vehicles, including self-serve washing facilities.

~~2.3.~~ “Certificate of occupancy” means a permit to occupy a premises issued by the ~~b~~Building Official~~inspector~~ after inspection has verified compliance with the requirements and provisions of this title and applicable building codes.

~~3.4.~~ “Charging levels” means the standardized indicators of electrical force, or voltage, at which an electric vehicle’s battery is recharged. The terms “1,” “2,” and “3” are the most common EV charging levels, and include the following specifications:

a. Level 1 is considered slow charging, and typically operates on a 15- or 20-amp breaker on a 120-volt AC circuit and standard outlet.

b. Level 2 is considered medium charging, and operates on a 40-amp to 100-amp breaker on a 208- or 240-volt AC circuit.

c. Level 3 is considered fast or rapid charging, and typically operates on a 60-amp or higher dedicated breaker on a 480-volt or higher three-phase circuit with special grounding equipment.

~~5.~~ “Check Cashing/Quick Loans” means a business that allows consumers to cash checks without a bank account.

~~6.~~ “Child day care center” means an agency which regularly provides care for a group of children for periods of less than 24 hours in conformance with the requirements in Chapter 74.15 RCW and Chapter 43.216 RCW.

7. "Christmas Tree Farm" means land used for the cultivation and seasonal harvest of Christmas trees, including associated growing and replanting activities.

8. "Churches and Religious Institutions" means facilities used for religious worship, spiritual instruction, and associated community activities, including sanctuaries, fellowship halls, and classrooms.

9. "City Hall and/or Public Works" means facilities used for municipal governance, public administration, or the operation and maintenance of public infrastructure, including offices, yards, and equipment storage.

10. "Clinic" means a building designed and used by medical professionals in the ~~a chiropractor, naturopathic physician, osteopathic physician, medical, dental or surgical~~ diagnosis or treatment of patients. ~~under the care of doctors and/or nurses.~~

11. "Club" means an incorporated or unincorporated association of persons organized for a social, fraternal, athletic, educational, literary or charitable purpose. Property occupied by a club shall be deemed to be semiprivate in character and shall be subject to the regulations governing public buildings and places, excluding groups organized primarily to render a service which is normally considered a business.

12. "Commercial, downtown scale" means any single commercial use building, ~~excluding full-service supermarkets and hotels/motels, with a gross floor area of 5,000 square feet or less, or a shopping complex with a single building, excluding full-service supermarkets, 8,000 square feet or less and a cumulative square footage of less than 20,000 square feet gross floor area. Individual downtown commercial buildings may be up to 10,000 square feet if considered "anchors."~~

12. "Commercial Farm – Produce and Related" means land used for the commercial production and sale of fruits, vegetables, and other edible crops, either for wholesale or retail distribution.

13. "Commercial Greenhouse – Wholesale" means a facility designed for the controlled-environment cultivation of plants, flowers, or crops for commercial wholesale distribution.

15. "Commercial, interchange scale" means any single commercial use building with a gross floor area over 10,000 or a shopping complex with any single building over 8,000 square feet gross floor area, and a cumulative square footage of 20,000 square feet gross floor area or greater. For permitted land uses interchange commercial may include buildings and/or shopping complexes less than 10,000 square foot gross floor area and 20,000 square foot gross floor area, respectively.

16. "Commercial, neighborhood scale" means any single commercial use building with a gross floor area of 5,000 square feet or less, or a shopping complex with any single building 5,000 square feet gross floor area or less, and a cumulative square footage of less than 12,500 square foot gross floor area.

10. "Commercial, planned neighborhood district scale" means any single commercial use building within a PND overlay with a gross floor area of 2,500 square feet or less, or a cumulative square footage of commercial buildings in a single PND overlay less than 12,500 square feet gross floor area.

14. "Commercial truck center/service area" means a commercial facility which provides refueling, rest area, day or overnight truck parking, food, truck maintenance services and other services for the commercial freight and truck industry and associated drivers.

15. "Commercial use" means an activity with goods, merchandise or services for sale or involving a rental fee.

16. "Commercial vehicle" means a motor vehicle used for purposes other than a family car, such as a taxi, delivery, or service vehicle.

17. "Comprehensive Plan" means a generalized coordinated land use policy statement of the governing body of a county or city that is adopted pursuant to the Growth Management Act, Chapter 36.70A RCW. When used in this title the term shall refer to the city of North Bend Comprehensive Plan.

18. “Conference Centers and Event Venues” means facilities designed to host events and gatherings for which a fee or charge is paid for use of the facility. Convention centers are large event venues designed specifically to host large corporate events such as trade fairs, expos, conferences, exhibitions, gala events, summits, and concerts, at a larger scale.

19. “Construction Company Yard” means the yard or facility for a business which may construct a variety of buildings, infrastructure, facilities, roads and other types of projects. The Construction Company Yard must be incidental to the construction company building and use and meet all performance standards.

20. “Convenience Store” means a retail establishment offering for-sale prepackaged food and beverage products, household items, newspapers and magazines, and sandwiches and other freshly prepared foods, such as salads, for off-site consumption.

21. 45. “Conditional use” means a use permitted in one or more zones as defined by this title, but which, because of characteristics peculiar to such use, or because of size, technological processes or equipment, or because of the exact location with reference to surroundings, streets, and existing improvements or demands upon public facilities, requires a special degree of control to make such uses consistent with and compatible to other existing or permissible uses in the same zone or zones. A “conditional use” is a form of special exception.

22. 46. “Conditional use permit” means the documental evidence of authority granted by the board of adjustment to locate a conditional use at a particular location.

23. 47. “Cottage” means a detached, single-family dwelling unit 1,500 square feet or less in size.

24. 48. “Cottage housing development” means a development containing single-family cottages and may include a percentage of carriage units and two-unit homes as authorized under the provisions set forth in Chapter 18.11 NBMC, Medium Density Residential. The development site is designed with a coherent concept in mind with shared functional open space and facilities.

25. 49. “Court” means an open, ~~unoccupied~~ ~~uncovered~~ space, other than a yard, on the same lot with a building or buildings and which is bounded on ~~two~~~~three~~ or more sides by ~~exterior building walls of other enclosing devices such as such building or buildings, including~~ the open space in a house, ~~court~~ or apartment, providing access to the units thereof.

D. “D.”

1. “Design guidelines” means standards and principles relating to a variety of land use and community elements, including but not limited to site design, building design, landscaping, parking, signage, and pedestrian amenities, as found in North Bend’s design review regulations, Chapter 18.34 NBMC, and within the City’s Form Based Code adopted by reference.

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

a. A freestanding garage with an accessory dwelling unit is a detached accessory dwelling unit.

b. A freestanding accessory dwelling unit may share a wall with a second freestanding accessory dwelling unit and meet the adopted definition of “detached accessory dwelling unit.”

2. 3. “Detached building” means a building that is not attached to any other building.

3. 4. “Development” means any manmade alteration of unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, storage of equipment and materials and subdivision of land. For properties within the floodplain, development

also includes the removal of more than five percent of the native vegetation on the property, or alteration of natural site characteristics.

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

5. “Director” refers to the community and economic development department director for the city.

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

7. “Dwelling, Accessory Dwelling Unit” or “ADU” means a year-round dwelling unit detached or attached to a single-family housing unit, duplex, triplex, townhome, cottage, or other housing unit. ADUs are no larger than 1,000 square feet. ADUs must provide permanent provisions for living, sleeping, eating, cooking, and sanitation, have an independent means of access, and must be located on the same lot as a principal housing unit. ADUs may also be above a garage, provided the parking bays may not be converted to living space. An ADU may be allowed for sale by condominium pursuant to RCW 36.70A.681(1)(k).

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

9. “Dwelling, Detached Accessory Dwelling Unit” or “DADU” means an accessory unit that is partly or entirely of a building that is separate and detached from a principal housing unit, such a single-family unit, duplex, triplex, townhome, cottage, or other housing unit. A DADU attached to or above a non-residential, freestanding building or structure on the property is considered detached. For example:

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

10. “Dwelling, duplex” means a building containing two dwelling units totally separated from each other as regulated by the IRC (International Residential Code) by a common wall an unpierced wall extending from ground to roof. Duplex units may have separate legal lots.

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

12. “Dwelling, single-family” means a detached building designed for and occupied exclusively by one family and the household employees of that family, as regulated by the IRC.

E. “E.”

1. “Eave” means the edge of a roof that projects beyond the wall.
2. “Educational institution” means a junior college, college, university, technical institute, or other learning institution, either public or private, providing instruction to students, but excluding childcare/day care centers, preschool/kindergartens, and elementary, junior high, and high schools.
3. “Electric vehicle” means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on board for motive purpose. “Electric vehicle” includes a battery

electric vehicle, a plug-in hybrid electric vehicle, a neighborhood electric vehicle, and a medium-speed electric vehicle—as defined below:

- a. “Battery electric vehicle” or “BEV” means any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle’s batteries, and produces zero tailpipe emissions or pollution when stationary or operating.
- b. “Plug-in hybrid electric vehicle” or “PHEV” means an electric vehicle that (i) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; (ii) charges its battery primarily by connecting to the grid or other off-board electrical source; (iii) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and (iv) has the ability to travel powered by electricity.
- c. “Neighborhood electric vehicle” means a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour and conforms to federal regulations under Title 49 C.F.R. Part 571.500.
- d. “Medium-speed electric vehicle” means a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 C.F.R. Part 571.500.

4. “Electric vehicle charging station” means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use.
 - a. “Electric vehicle charging station – restricted” means an electric vehicle charging station that is (i) privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking), or (ii) publicly owned and restricted (e.g., fleet parking with no access to the general public).
 - b. “Electric vehicle charging station – public” means an electric vehicle charging station that is (i) publicly owned and publicly available (e.g., park and ride parking, public library parking lot, on-street parking), or (ii) privately owned and publicly available (e.g., shopping center parking, nonreserved parking in multifamily parking lots).
 - c. “Electric vehicle charging station – accessible” means an electric vehicle charging station that has been sized, designed and located consistent with Americans with Disabilities Act (ADA) requirements for persons with disabilities.
5. “Electric vehicle infrastructure” means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.
6. “Electrical distribution substation” means an assembly of equipment designed to receive energy from a high voltage distribution supply system, to convert it to a form suitable for local distribution and to distribute the energy to feeders through switching equipment designed to protect the service from the effects of faults.
7. “Emergency Housing” means temporary indoor accommodations for individuals or families who are homeless or at immediate risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs to individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.
8. 7. “Essential use” means that use for the preservation or promotion of which the use district was created, and to which all other permitted uses are subordinate.

8. "Existing building" means a building erected prior to the date of adoption of the applicable code, or one for which a legal building permit has previously been issued.

F. "F."

1. "Family" means one or more persons living together, or one or more disabled persons protected by the Fair Housing Amendments Act (42 U.S.C. Section 3601 et seq.) living together. ~~Except for disabled persons as described above, in no case shall a family include more than six persons who are not related by genetics, adoption or marriage and none of whom are wards of the court.~~

2. "Family day care provider" means a child day care provider who regularly provides child day care for not more than 12 children in the provider's home in the family living quarters as defined in RCW 43.216.010 74.15.020.

3. "Farmers Market" means a temporary marketplace, either indoors or outdoors, for the display and sale of produce, non-food items, and other agricultural products such as, but not limited to, fresh produce, nuts, honey, shell eggs, flowers, and nursery stock.

4. "Farmland – Pasture, Crop Uses" means agricultural land used for grazing livestock or growing crops for harvest, excluding intensive enclosed farming operations. "Agricultural land" is broadly defined as land primarily used for commercial agricultural production, including crops, livestock, and other agricultural products. It can also include land enrolled in specific federal conservation programs.

5. 3. "Floor area" means the sum of the gross horizontal areas of the floors of a building or buildings, measured from the ~~exterior~~ interior faces of exterior walls (including drywall) and from the centerline of division walls. Floor area shall include basement space, elevator shafts and stairwells at each floor, mechanical equipment rooms or attic spaces with headroom of seven feet six inches or more, penthouse floors, interior balconies and mezzanines, and enclosed porches. Floor area shall not include accessory water tanks and cooling towers, mechanical equipment or attic spaces with headroom of less than seven feet six inches, exterior steps or stairs, terraces, breezeways and open spaces.

6. 4. "Floor area ratio" means a measure of development intensity equal to the gross floor area (FA), divided by net on-site land area (LA) (FAR = FA/LA x 100). Net on-site land area includes the area of an easement but does not include steep slopes and buffers, streams and buffers, rivers and buffers, floodways, wetlands and buffers, and public right-of-way.

7. 5. "Forest land" means land primarily devoted to growing trees for long-term commercial timber production on land that can be economically and practically managed for such production, including Christmas trees ~~subject to the excise tax imposed under RCW 84.33.100 through 84.33.140~~, and that has long-term commercial significance.

In determining whether forest land is primarily devoted to growing trees for long-term commercial timber production on land that can be economically and practically managed for such production, the following factors shall be considered:

- a. The proximity of the land to urban, suburban, and rural settlements;
- b. Surrounding parcel size and the compatibility and intensity of adjacent and nearby land uses;
- c. Long-term local economic conditions that affect the ability to manage for timber production; and
- d. The availability of public facilities and services conducive to conversion of forest land to other uses.

- 8. "Funeral Home/Mortuary" means an establishment primarily engaged in the provision of services involving the care, preparation, or disposition of human remains and conducting memorial services. Typical uses include mortuaries, funeral chapels, and funeral homes.

G. "G."

1. "Garage, commercial" means a building or portion thereof designed and used for the storage, repair or servicing of motor vehicles or boats as a business.
2. "Golf – Driving Range" means a facility primarily used for practicing golf shots by hitting balls into an open field from a fixed tee area, with or without target areas or distance markers
3. "Golf – Course (9 to 18 Hole)" means a landscaped area developed for the sport of golf, typically consisting of 9 to 18 holes and including greens, fairways, tee boxes, and support or associated sales facilities.
4. "Government Office" means a facility operated by a local, state, or federal government entity for administrative and public service functions.
5. 2. "Gasoline sales/service station" means premises used for the sale of gasoline or other motor fuels, oils, lubricants, and auto accessories which may or may not include washing and minor automobile repair, but not auto body work or painting.
6. 3. "Green roof" or "living roof" means a roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane.
7. 4. "Greenbelt/greenway" means an open space area, typically linear in configuration, that may follow a geographic feature, and is designed to buffer land uses from one another, and It is sometimes used to link destination points.
8. "Grocery/Supermarket" means a retail business where most of the floor area that is open and accessible to the public is occupied by produce, food and beverage products, and household items packaged for preparation or consumption away from the site of the store.

H. "H."

1. "Hardware store" means a store selling tools, implements, and other items typically used for maintaining a home, for life, light construction tasks, and/or activities such as gardening.
2. "Health Club (Including Dance, Exercise Studio)" means an indoor facility where passive or active exercises and related activities are performed using minimal muscle-building equipment or apparatus for the purpose of physical fitness, improved circulation or flexibility, and/or weight control. Examples of uses may include Pilates, personal training, dance, yoga, and martial arts studios. Larger fitness facilities, also included in this definition, may also include any of the following: sauna, spa, or hot tub facilities; weight rooms; indoor tennis, handball, or racquetball courts; rock climbing wall, boxing ring, cheerleading, aerobic classes; and other indoor sports activities; and locker rooms and showers.
- 3.4. "Height, building" means the vertical dimension distance of a building or structure measured from the average finished grade base elevation to the top of the highest parapet wall, cornice, or coping of a flat roof. For sloping roofs, the height shall be measured to the midpoint of the highest gable or sloped plane. Where a building with multiple occupancies is located on a site which exceeds a slope of five percent, the calculation of height may be determined independently for each separately occupied space. For properties within the floodplain, building height is measured from the flood protection level/lowest floor elevation. For properties that are built to back of sidewalk on lots that slope the finished grade may be measured from the sidewalk elevation.
4. "Heavy equipment" means heavy-duty vehicles, specially designed for executing construction tasks, most frequently ones involving earthwork operations. They are also known as heavy machines, heavy trucks, construction equipment, engineering equipment, heavy vehicles, or heavy hydraulics.

5. 2.“Home occupation” means any use permitted by the terms of this code conducted entirely within a dwelling and carried on by the permanent resident(s) thereof, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof.

6. 3.“Home, retirement” means a place of residence for several families or individuals in apartment-like quarters, rented, cooperative, or condominium, which may feature services to retired persons, such as limited nursing facilities, minimum maintenance living accommodations, and recreation programs and facilities.

7. “Homes for the elderly and related” includes but is not limited to assisted living facilities, nursing homes, and senior citizen housing retirement homes, subsidized through government programs or not, as defined in this chapter.

8. 5.“Hospital” means an establishment which provides accommodations, facilities and services over a continuous period of 24 hours or more, for observation, diagnosis and care of two or more individuals, not related by blood or marriage to the operator, who are suffering from illness, injury, deformity or abnormality, or from any condition requiring obstetrical, medical or surgical services.

9. 6.“Hotel” means any building or portion thereof containing five or more rooms that are rented or hired out to be occupied for sleeping purposes for compensation, whether the compensation is paid directly or indirectly. A central kitchen and dining room and accessory shops and services catering to the general public can be provided. Not included are institutions housing persons under legal restraint or requiring medical attention or care.

I. “I.”

1. “Impervious surfaces” means hard surface areas which prevent or retard the entry of water into the soil mantle, and/or which cause water to run off in greater quantities or at an increased rate of flow from that present prior to development. Impervious surfaces include, but are not limited to, roof tops, walkways, patios, decks (covered and open are both considered impervious), pools, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads (not gravel driveways or trails), packed earthen materials, rockeries and oiled macadam or other surfaces which impede the natural infiltration of surface and stormwater runoff. Open retention and detention facilities shall not be considered as impervious surfaces.

2. “Industrial and Related Equipment – Sales” means a business that sells products and machinery that manufacturing companies and factories use to build and sell their merchandise. Industrial products are sold at high-value price points and in bulk. For instance, the selling of machinery and parts used to build airplanes would be categorized as industrial sales.

3. 2.“Indoor emergency housing” means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

4. 3.“Indoor emergency shelter” means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

5. “Indoor Shooting Range (Gun and Archery)” means a fully enclosed facility designed to offer a controlled shooting environment through the use of impenetrable walls, floor and ceiling, for the discharge of firearms.

6. “Industrial” means a land use consisting of uses that involve manufacturing, processing, fabrication, and/or storage of natural and manmade materials and the use and storage of equipment involved in such purposes. Light industrial land uses are a subset of industrial uses that are generally less capital intensive, smaller in scale, and have less potential impact to adjacent properties.

7. 4. “Innovative housing” includes cottage dwellings built separately or in combination with a traditional single-family housing development to provide small housing unit alternatives with potential for greater affordability relative to the traditional single-family homes.

8. 5. “Interim housing facilities” are those facilities that provide temporary housing for homeless persons.

9. “International Building Code, IBC” establishes minimum requirements for all buildings and structures and building not regulated by the International Residential Code.

10. “International Residential Code, IRC” is a comprehensive code comprising the requirements for One- and Two-family dwellings and townhouses up to three stories.

J. “J.”

1. “Junk” means any scrap, waste, reclaimable material, or debris, whether or not stored, for sale or in the process of being dismantled, destroyed, processed, salvaged, stored, baled, disposed, or other use or disposition. Does not include motor vehicles.

2. “Junkyard” means any area, lot, land, parcel, building, or structure, or part thereof, used for the storage, collection, processing, purchase, sale, salvage, or disposal of junk. Does not include motor vehicle wrecking and salvage yards.

K. Reserved.

L. “L.”

1. “Land development proposal” shall include, but not be limited to:

a. All administrative and quasi-judicial land development permits and/or approvals outlined in Table 20.01.004.

b. Annexations, rezones, developer extension agreements, extension of city utility service, business licenses involving the change of use of a building.

The term “land development proposals” is intended to be construed broadly and to include all city permits and/or city approvals which may be associated with a development project; provided, it shall not include recommendations or requests for amendments to North Bend’s land use codes.

2. “Landscape buffer to agricultural/forest lands” means buffers that include the following [REDACTED]

a. Minimum of 150 feet wide;

b. Include rights of way;

c. Create a visual screen by landscaping; and

d. Permit several uses within the buffer to include: screens, berms, parking and access routers, fences, utilities, storm ponds, nonoccupied accessory structures. Occupied structures (residential, commercial, and industrial) are a nonconforming use. NBMC 18.30.040 applies for repairs or restoration of nonconforming use if damaged.

2. “Library” means a facility operated by a public or institutional entity that provides books, media, internet access, and educational programming for the general public.

3. “Lot” means a legally established single parcel of land.

4. "Lot area, gross" means the total horizontal area within the boundary lines of a lot. Gross density is the number of total residential units divided by total development land area including all infrastructures (streets, alleys, stormwater), open spaces and parks.
5. "Lot area, net" means the gross lot area including the area of an easement but does not include steep slopes (greater than 40 percent with a vertical elevation change greater than 10 feet) and buffers, streams and buffers, rivers and buffers, floodways, wetlands and buffers, and public right-of-way.
6. "Lot, corner" means a lot at the junction of and fronting on two or more intersecting streets.
7. "Lot depth" means the average dimension of a lot from the front lot line to the rear lot line.
8. "Lot, interior" means a lot fronting on one street.
9. "Lot line, front" means the lot line separating a lot from a street right-of-way. The front lot line on a corner lot that fronts on two streets shall be the line abutting the street on which the building's address is assigned, or, if no building address, the line having the narrower frontage.
10. "Lot line, rear" means the lot line opposite and most distant from the front lot line. In the case of triangular or otherwise irregularly shaped lots, a line 10 feet in length entirely within the lot, parallel to and a maximum distance from the front lot line.
11. "Lot line, side" means any lot line other than a front or rear lot line.
12. "Lot, through" means a lot fronting on two streets that do not intersect on the parcel's lot lines.
13. "Lot width" means the dimension of the lot line at the street, or in an irregular-shaped lot the dimension across the lot at the building line, or in a corner lot, the narrow dimension of the lot at a street or building line.
14. "Lumber and Associated Sales" means an establishment primarily engaged in the retail sale or rental of building materials, with incidental sales or rentals of related equipment. This classification is principally devoted to taxable retail sales to individuals for personal use and may include accessory retail sales of nursery and garden products.

M. "M."

1. "Main building facade" means the front elevation of a building or structure with the highest cumulative horizontal width, except the porch wall enclosures shall not be counted in determining cumulative horizontal width.
2. "Major utility facilities" include facilities which potentially have a significant impact on adjacent properties, including but not limited to water towers and reservoirs; overhead transmission lines greater than 55 kV; electric substations; underground gas, oil, or other petroleum transmission pipelines; wastewater treatment facilities; television and radio transmission towers and appurtenances; cable television receiver and transmission facilities, cellular communications towers; telecommunication facilities requiring multiple sites and/or exceeding height limits of respective zoning districts; facilities typically providing or associated with regional service and other facilities determined to be similar in nature by the Director of community services.
3. "Manufactured home" means a single family residence constructed after June 15, 1976, and in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for manufactured housing and bearing the appropriate insignia indicating such compliance and which has a permanent foundation, as specified by the manufacturer, and whose space from the bottom of the home to the ground is enclosed by concrete or an approved concrete product that can be either load bearing or decorative, and which has approved connections to appropriate electric, sewer, water, natural gas, telephone, and other necessary utilities, and which is "new," meaning it has not been previously titled to a retail purchaser, means a factory-built building or structure transportable in one or more sections which is built on a permanent chassis and designed to be a

dwelling with or without a permanent foundation when connected to required utilities. A manufactured home shall be built to comply with the National Manufactured Home Construction and Safety Standard Act of 1974 (regulations effective June 15, 1976) and is not a “used mobile home” as defined in RCW 82.45.032(2). The city of North Bend may also regulate the placement or use of manufactured homes as described in RCW 35.21.684.

4. “Manufactured home” means

designated” (see RCW 35A.63.145) means a manufactured home which:

- a. Is comprised of at least two fully enclosed parallel sections each of not less than 12 feet wide by 36 feet long;
- b. Was originally constructed with and now has a composition, wood shake or shingle, coated metal, or similar roof of not less than 3:12 pitch; and
- c. Has exterior siding similar in appearance to siding materials commonly used on conventional site built Uniform Building Code single family residences.

4. 5. “Manufactured home park/mobile home park” means an area of land designated for the placement of manufactured homes or mobile homes a parcel of land under single ownership or management on which two or more manufactured homes or mobile homes, respectively, are designed to be located or are located and which provides connections for, but not limited to, water, sewer and electrical service.

5. 6. “Manufacturing” means establishments engaged in the mechanical or chemical transformation of materials or substances into new products as identified in NBMC table 18.10.030.

a. “Manufacturing – Heavy” means manufacturing of products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes operations such as biomass energy conversion; textile mills; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing (such as sand, gravel, or clay into products for intermediate or final consumption); primary metal manufacturing; fabricated metal product manufacturing; petroleum refining and related industries; and automotive, ship, aircraft, and heavy equipment manufacturing. Includes accessory office uses associated with the on-site use. This classification does not include recycling or the processing of animals.

b. “Manufacturing – Light” means a use engaged in the manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, and treatment packaging, taking place primarily within enclosed buildings and producing minimal impacts on nearby properties. Includes accessory wholesale and/or direct retail sale to consumers of only those goods produced on-site. Includes accessory office uses associated with the on-site use. Examples of light industrial uses include, but are not limited to, the manufacture of electronic instruments, equipment, and appliances; brewery and alcohol production, pharmaceutical manufacturing; and production apparel manufacturing.

6. Marijuana facility” means, collectively, any marijuana storefront retail facility, non-storefront retail facility, marijuana cultivation facility, marijuana distribution facility, marijuana testing facility, or marijuana manufacturing facility, as those terms are defined in this chapter.

7. “Marijuana cultivation” means a facility wherein marijuana is propagated, planted, grown, harvested, dried, cured, graded, labeled, tagged for tracking, or trimmed, or wherein all or any combination of those activities takes place.

8. “Marijuana distribution” means any facility or location, the primary function of which is the procurement, sale, and/or transport of marijuana and/or marijuana products between entities operating in strict accordance with State law, as may be amended from time to time.

9. “Marijuana manufacturing” means a facility where the production of marijuana concentrate, and/or the preparation, propagation, or compounding of manufactured marijuana, either directly or indirectly or by extraction methods or independently by means of chemical synthesis, or the packaging or repackaging of marijuana or marijuana products, or the labeling or relabeling of its containers, occurs, provided that the facility has a valid State license.

10. “Marijuana storefront retail” This is a retail facility which sells marijuana or marijuana products to customers. A storefront retail facility shall have a State licensed premises which is a physical location from which commercial cannabis activities are conducted.

11. “Marijuana testing facilities” a laboratory, facility, or entity in the State that offers or performs tests of cannabis or cannabis products and that is both of the following: (1) accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the State; and (2) licensed by the State.

12. “Mass Transit Facilities including Park-and-Ride Lots” means infrastructure and support facilities for public transportation systems, including transit stops, shelters, stations, and designated commuter parking areas.

13. “Mass timber construction” means a building with structural components primarily made of mass timber products as defined in RCW 19.27.570.

14. 7.“Mean depth” of a lot is the depth of such lot measured on a line approximately perpendicular to the fronting street and midway between the side lines of such lot.

15. 8.“Mean ground level” means the average of the finished ground level at the center of all exposed walls of a building. Where walls are parallel to and within five feet of a sidewalk, the sidewalk shall be considered the mean ground level.

16. Miniature Golf Course: Miniature golf is an offshoot of the sport of golf focusing solely on the putting aspect of its parent game.

17. 9.“Minor utility facilities” include facilities which do not potentially have a significant impact on adjacent properties and are necessary to provide essential services, including but not limited to pump stations; public wells; sewer/water outfalls; telephone switching stations; catch basins; retention ponds; overhead distribution lines and poles (typically 12.5 kV but up to 55 kV); cable television lines; underground water, sewer, and natural gas distribution lines; transformers and regulator stations; private on-site facilities such as septic tanks, wells; cellular telephone antennas less than 12 feet in height; satellite dishes less than 48 inches in diameter; bus shelters; facilities typically providing or associated with local service and other facilities determined to be similar in nature by the Director of community services.

18. “Mixed Use” refers to a type of urban development that blends multiple uses such as residential, commercial cultural, institutional or entertainment into one space. Unless otherwise noted where zones allow, residential and commercial may be orientated horizontal or vertical.

19. 10.“Mobile home” means any vehicle or similar portable structure built prior to the enactment of the National Manufactured Home Construction and Safety Standards Act of 1974, designed for mounting on wheels and intended for use as a residence, except parked and unoccupied recreational vehicles, which meets the standards of the Washington Department of Labor and Industries. ~~means a single family residence transportable in one or more sections that are eight feet or more in width and 32 feet or more in length, built on a permanent chassis, designed to be used as a permanent dwelling and constructed before June 15, 1976.~~

11. "Modular home" means a structure constructed in a factory in accordance with the International Building Code and bearing the appropriate insignia indicating such compliance.

20. "Modular construction" means a residential or commercial building constructed of standardized components produced off-site, which are transported and assembled at a final location.

21. 12. "Motel" means a building or buildings, detached or in connected units, or designed as a single structure, the units of which are used as individual sleeping or temporary dwelling units, having their own private toilet facilities and which may have their own kitchen facilities, and are designed primarily for the accommodation of transient travelers. Access to units is from individual doors opening to the outside, and not from individual doors opening to a common, interior corridor or hallway. Accommodations for trailers are not included. This term includes tourist court, motor lodge, auto court, cabin court, motor inn and similar names.

22. "Motorcycle Sales and Services" means the sale, rental and incidental repairs of motorcycles or similar 2-3 wheeled vehicles.

23. Multi-Tenant Industrial Park" also called incubator parks, business parks, business centers, industrial parks, or multi-tenant industrial parks, means one or more properties that provide multiple spaces for startups, indoor industrial and office uses, and local service businesses.

24. "Municipal WWTP" means a publicly operated wastewater treatment plant used for processing and treating municipal sewage and related waste materials.

25. 13. "Museum/interpretive centers/community centers and associated activities" means an institution for the acquisition, preservation, study, and exhibition of works of artistic, historic, cultural, or scientific value.

N. "N."

1. "Neighborhood center" means a key park, open space, or other public facility and/or a neighborhood-scaled commercial center.

2. "Nonconforming building or structure" means a building or structure that was legally established when this title or any amendment thereto became effective or amended, but due to a subsequent amendment of this title, the building or structure does not conform to the bulk and/or dimensional regulations of the zoning district in which the building or structure exists.

3. "Nonconforming land use" means any use of land that was legally established when this title or any amendment thereto became effective or amended, but due to a subsequent amendment of this title the use does not conform to the permitted land use regulations of the zoning district in which the use exists.

4. "Nonconforming lot" means a lot within any zoning district that was legally created when this title or any subsequent amendment thereto became effective or amended, but due to subsequent passage or amendment of this title does not meet minimum lot area or minimum lot width requirements for the respective zoning district in which the lot is located. Where applicable, lots exceeding maximum size shall not be considered nonconforming.

5. "Nonconforming use" means a building/structure or land use that was legally established when this title or any subsequent amendment thereto became effective or amended, but due to subsequent passage or amendment of this title does not conform to:

a. Permitted land uses; and/or

b. Bulk and dimensional regulations of the zoning district in which it is located; and/or

c. Performance standards for the land use or zoning district.

6. "Nonelectric vehicle" means any motor vehicle that does not meet the definition of "electric vehicle."

2025 Amendments to Definitions and Zoning Districts

7. "Nursing home" means a building occupied or intended to be occupied by convalescents, ~~invalids~~, and aged persons and wherein nursing, dietary, and other personal services are rendered. ~~Mentally challenged~~ ~~Intellectually disabled~~ patients and patients with contagious or communicable diseases, who are customarily treated in sanitariums and hospitals, are not included in this definition.

8. "Nursery, Garden, and Landscape Supplies" means an establishment primarily engaged in retailing nursery and garden products—such as trees, shrubs, plants, seeds, bulbs, and sod—that are predominantly grown elsewhere. These establishments may sell a limited amount of a product they grow themselves. Fertilizer and soil products are stored and sold in package form only. This classification includes wholesale and retail nurseries offering plants for sale. This classification also includes farm supply and feed stores.

O. "O."

1. "Off-street parking" means parking facilities for motor vehicles on other than a public street or alley.

2. "Official zoning map" means the city's adopted and official map showing boundary delineations for zoning districts as established in Chapter 18.08 NBMC.

3. "On-Site Hazardous Waste Treatment" means a facility permitted as an accessory use only to permitted activities in zones generating hazardous waste; provided they meet all state regulations.

4. 3. "Open space, active" includes open space areas accessible to humans for a variety of recreation uses, including but not limited to parks, trails, picnic areas, and other usable sites. Open space recreational uses may contain impervious surfaces. Critical areas and their buffers are not considered active open space unless they have been improved with active recreation facilities including but not limited to trails.

5. 4. "Open space, common" means active or passive open space within or related to a development that is designed and intended for the common use of the residents of the development. In some cases, common open space may be dedicated to the city and/or made available for the use of all city residents if part of a greenbelt network.

6. "Open Space, Park, Trail, and Recreation" means land designated for passive or active recreational use, environmental conservation, or trail connectivity, whether publicly or privately owned, and generally open to public access.

7. 5. "Open space, passive" means that portion of a site left in its natural state or specifically designated to be used for resource protection, agriculture, greenbelt, or visual amenity and which is not covered with structures, roads, road rights-of-way, or parking areas. "Open space, passive" does not include the minimum required yards or lots of residential units.

8. 6. "Owner occupancy" is defined as the property owner as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, or similar means, and actually resides at the site more than six months out of any given year.

P. "P."

1. "Paint and Body Shop" or "Auto Body and Paint Shop" means an establishment primarily engaged in the repair and painting of motor vehicle bodies. This use does not include facilities for the sale of fuel, lubricants, or automotive accessories, nor does it include mechanical or electrical repairs.

2. 4. "Park" means a site designed or developed for recreational use by the public including but not limited to major categories of:

- a. Indoor park facilities (activity centers, swimming pools);
- b. Outdoor park facilities for active recreation (sportfields, playfields, and related);

c. Outdoor areas for passive recreation (conservation areas, typically with nonmotorized trails).

3.2. “Parking space” means a space within or without a building, exclusive of driveways, at least 10 feet by 20 feet, used to temporarily park a motor vehicle and having access to a public street or alley.

4. “Parts Store” means a retail establishment that sells new automobile parts, tires, and accessories. Minor parts may also be installed on-site. This use does not include bodywork or mechanical/electrical repair services.

5. “Passive house requirements” means the criteria for certification as a passive house by Phius or the International Passive House Institute.

5. “Pawn Shop” means a commercial establishment that sells secondhand personal property and in which the operator provides loans secured by such personal property

6.3. “Performance standards” means guidelines, standards, and/or criteria that govern permitted and/or conditionally permitted land uses.

7.4. “Permanent supportive housing” is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident’s health status, and connect the resident of the housing with community-based health care, treatment, or employment services pursuant to RCW 36.70A.030. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW.

8.5. “Permitted use” means any use authorized or permitted alone or in conjunction with another use in a specified district and subject to the limitations of the regulations of such use district.

9. Personal Services (Beauty Shop, Dry Cleaner, Shoe Repair, Tattoo Parlor, Etc.)” means provision of recurrently needed services of a personal nature.

10.6. “Pervious surface” means a surface which does not prevent or retard the entry of water into the soil mantle as under natural conditions prior to development.

11.7. “Place” means an open, unoccupied, named space, other than a street or alley, at least 25 feet in width, permanently reserved and so recorded in the county records as the principal means of access to abutting or adjacent property.

12. “Police and Fire Station” means a facility used by public safety agencies for emergency response services, administration, equipment storage, and personnel housing.

13. “Post Office” means a facility operated by a recognized postal service provider for the collection, processing, and distribution of mail and postal services.

14. “Prepared Materials Assembly, Processing, and Packaging – Indoor” means the act or process of enclosing or protecting a product using a container to aid its distribution, identification, storage, promotion, and usage.

15.8. “Primary use” means the principal or predominant use to which the property is or may be devoted, and to which all other uses on the premises are accessory.

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

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

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

19. “Public and Private Utilities – Major” means ~~large-scale utility infrastructure such as substations, wastewater treatment plants, or regional facilities, typically requiring conditional use review due to size or operational impacts.~~

20. “Public and Private Utilities – Minor” means ~~small-scale utility installations necessary to serve localized demand, such as pump stations, transformers, or underground infrastructure, that generally have minimal land use or visual impacts.~~

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

21. “Public Garden” means ~~a cultivated area open to the public for educational, recreational, or aesthetic purposes, which may include ornamental or edible plantings.~~

Q. Reserved.

R. “R.”

1. “Rapid charging station” means an industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels and that meets or exceeds any standards, codes, and regulations set forth by Chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

2. “Recreational area/recreational facility” means a place designed and equipped for the conduct of sports, leisure-time activities, and other customary and usual recreational activities.

3. “Recreational vehicle” or “RV” means a vehicle designed primarily for recreational camping, travel, or seasonal use which has its own mode of power or is mounted on or towed by another vehicle, including but not limited to travel trailers, folding camping trailer, truck camper, motor home, motorized boats, and multi-use vehicles.

4. “Recreational vehicle park and Campgrounds” means the use of land upon which two or more recreational vehicle sites, including hook-up facilities, are located for occupancy by the general public ~~for recreational vehicles~~ as temporary living quarters for recreation or vacation purposes.

5. “Recycling center” means a lot or parcel of land, with or without buildings, upon which used materials are separated and processed for shipment to recycling plants.

6. “Recycling collection point” means an accessory, incidental collection point for the drop-off and temporary storage of recyclable materials.

7. “Recycling plant” means a facility in which recyclables, such as newspapers, magazines, books, other paper products, glass, metal and/or other products are recycled, reprocessed, and treated to return such products to a condition in which they may again be used in new products.

8. “Repair and service shop” means premises designed and used for the storage, maintenance, and repair of motor vehicles, but not including the sale of gasoline or other motor fuels and auto body work or painting.

9. "Restaurant" means a commercial establishment primarily engaged in the preparation and sale of food and beverages for immediate consumption. Such establishments typically provide facilities for on-site dining and may also offer food and beverages for take-out. This classification does not include businesses whose principal function is the retail sale of prepackaged food or beverages for off-site consumption.

10. "Restaurant, Drive-Thru" means an establishment designed and operated to serve food, beverages, or other goods directly to customers in motor vehicles, typically from a designated drive-up window or lane. Such establishments may or may not provide facilities for on-site consumption, and service is conducted primarily through direct interaction with vehicle occupants without requiring them to exit their vehicles.

11. "Restaurant, Coffee Stands" – means a freestanding or accessory café serving coffee, light refreshments and pre-made food products.

12. "Restaurant Food Trucks" mean a self-contained motorized vehicle equipped to store, prepare, cook, and sell food or beverages to the public. Food trucks are designed for temporary or mobile operation and may serve customers while parked on private or public property in compliance with applicable health, zoning, and licensing regulations.

13. "Research and Development Facilities" means a facility for scientific research and the design, development and testing of electrical, electronic, magnetic, optical, and computer and telecommunications components in advance of product manufacturing, and the assembly of related products from parts produced off site, where the manufacturing activity is secondary to the research and development activities. Includes pharmaceutical, chemical and biotechnology research and development. Does not include soils and other materials testing laboratories, or blood drawing and specimen collection from patients, or testing of computer software.

14. "Retail" means an establishment primarily engaged in the retail sale or rental of merchandise not specifically listed under another use classification. This classification includes department stores, clothing stores, furniture stores, pet supply stores, and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, phones, cameras, photographic supplies and services (including portraiture and retail photo processing), medical supplies and equipment, pharmacies, electronic equipment, sporting goods, kitchen utensils, hardware, appliances, antiques, art galleries, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, and new automotive parts and accessories (excluding vehicle service and installation). Retail sales may be combined with other incidental services such as office machine, computers, electronics, and similar small-item repairs.

15. 9. "Rezone" means a change in boundaries of the official zoning map. Rezones are either:

- a. Initiated by a private party, which typically relate to a specific parcel or limited area; or
- b. Initiated by the city, which typically relate to multiple parcels or city-wide applications.

16. 10. "Right to farm/right to forest" means an ordinance that protects farmers and farm operations or foresters and forest operations from private or public nuisance lawsuits.

17. "RV/Commercial Truck Sales, Repair, and Maintenance Services" means establishments engaged in the sale, repair, and maintenance of recreational vehicles (RVs), heavy-duty trucks, large commercial trucks, and trailers. Services may include general mechanical repairs and maintenance but do not include the sale of gasoline or other motor fuels, or auto body work and painting.

S. "S."

1. "Sales (New and Used Auto/Passenger Truck)" means a facility used for the purpose of retail sales of motor vehicles. When associated with on-site sales, such facilities may include indoor and outdoor vehicle storage area, offices, and auto repair facilities.

1. “School, elementary, junior or senior high, including public, private and parochial” means an institution of learning which offers instruction in the several branches of learning and study required to be taught in the public schools by the Washington State Board of Education.
2. “School: Montessori/Preschool, Kindergarten, Elementary, Middle, High School” means an educational institution providing instruction and care for children from early learning through secondary education, including classrooms, playgrounds, and support services.
3. “Schools: Colleges, Universities, Technical, Trade and Specialty Schools” means institutions providing post-secondary academic, vocational, or technical education and training, which may include classrooms, labs, dormitories, and support facilities.
4. 2. “Secondary use (incidental or accessory)” means a minor or second use for which a lot, structure or building is designed or employed in conjunction with but subordinate to its primary use.
5. 3. “Secure community transition facilities” means a residential facility for persons civilly committed and conditionally released to a less restrictive alternative under Chapter 71.09 RCW. A secure community transition facility has supervision and security, and either provides or ensures the provision of sex offender treatment services. Secure community transition facilities include but are not limited to the facilities established pursuant to RCW 71.09.250 and any other community-based facilities established under Chapter 71.09 RCW and operated by or under contract with the Washington State Department of Social and Health Services the secretary or under contract with the secretary.
4. “Semiprivate facility” means any facility to which a class or a group of the public is permitted to attend or use subject to the regulations of a club or other organization owning or regulating such facility.
6. 5. “Senior citizen” means a person aged 65~~2~~ or older.
7. 6. “Senior citizen housing” means: a. Housing which is exclusively devoted to housing for, and restricted to use by, senior citizens, as this term is defined in this section, either under the Housing and Urban Development (HUD) Section 2.02 Program and contracts and guidelines pertinent thereto or, after the expiration of such contracts and direct applicability of such guidelines, under the provisions of those contracts and guidelines which were in effect at the expiration of the applicability of Section 2.02 financing to any particular senior citizen project which has been established under such a Section 2.02 program.
 - b. Any change of use from that of senior citizen housing will immediately cause all provisions of the zoning code to apply without regard to the bulk and dimensional standards of Table 18.10.040 or the reduced parking requirement of NBMC 18.16.090, which otherwise may apply to senior citizen housing, and should housing be so changed from senior citizen housing, alternatives will immediately be required in order to gain code compliance, such as vacating units which cause excess density and conversion of such vacated units to facilities for use in common by the remaining project residents; and further, such as by immediately securing additional parking so as to meet parking requirements, or by converting additional dwelling units so as to meet parking requirements. Any delay that may be allowed by the city in implementing any application of municipal code requirements will not constitute a waiver of the full applicability of requirements of this zoning code, and developers of senior citizen housing will be deemed to be fully on notice that any bonus or requirement reduction relating to senior citizen housing applies only so long as the project is used for senior citizen housing.
 - c. Any developer of senior citizen housing is obligated to give six months' prior notice to the city of intent to abandon senior citizen housing status, and if the new use does not comply with requirements of this title, including but not limited to those pertaining to bulk and parking requirements, the occupancy permit for the building shall be revoked.
8. 7. “Setback” means the distance that buildings and structures must be placed from respective front, side, and rear lot lines, subject to the provisions outlined in Table 18.10.040, Bulk and Dimensional Standards.

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

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

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

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

13. "Snowmobile Sales/Service" means any building or structure used for the purpose of supplying and selling snowmobile products and related services.

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

15. "Solar energy panel" means a panel device or system or combination of panel devices or systems that relies on direct sunlight as an energy source, including a panel device or system or combination of panel devices or systems that collects sunlight for use in: (a) The heating or cooling of a structure or building; (b) The heating or pumping of water; (c) Industrial, commercial, or agricultural processes; or (d) The generation of electricity.

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

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

16. "Storage Facilities" means commercial establishment primarily designed and used for the storage of goods, materials, or personal property for individuals or businesses. Storage facilities may include indoor or outdoor storage, and may be configured as self-service units (e.g., mini-storage), climate-controlled units, or larger warehouse-style spaces. This use does not include warehousing or distribution centers engaged in the regular shipping, receiving, or handling of freight.

A. Mini-Storage: A building or structure containing separate storage spaces that are designed to be leased or rented individually. Indoor mini-storage shall mean that access to all storage spaces shall be from common interior corridors (not facing right-of-way), and the facility has only shared loading areas. This use does not include outdoor storage of any kind. Further, such storage does not involve any manufacturing, office or business services, or human habitation in any storage space or anywhere on site. Also known as Personal Storage.

B. Indoor Storage (General): Indoor Storage means a building or structure containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time and located entirely within a building.

C. Outdoor (Boats, Cars, Campers, Etc.): The commercial storage of goods or materials, for more than 72 hours, which are not located within a fully enclosed building, and excludes the storage of shipping containers. Outdoor storage of goods or materials owned by and incidental to a primary permitted use conducted on the same property is not considered outdoor storage, but an incidental accessory use to the primary use.

17. 15. "Story" means that part of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. A story is measured from top to top of two successive tiers lying between two floors or between the floor and ceiling of the highest usable level in the building.

18. 46. “Street” means a public thoroughfare which affords the principal means of access to abutting properties.

19. 47. “Structural alterations” require a building permit and means any change in load or stress of the loaded or stressed members of a building or structure.

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

21. Studio (Art, Music, Pottery, Etc.) means the working place of a painter, sculptor, or photographer and includes a place for the study of an art such as dancing, singing, or acting, or a place where motion pictures or music are made.

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

T. “T.”

1. “Tattoo Parlor and/or Body Piercing Studio” means a business establishment where a person can obtain a tattoo and/or body piercing.

1. “Temporary building, structure or vehicle” means the building, structure or vehicle does not have or require permanent attachment to the ground, and is not permanently located in one place or on one site.

2. “Temporary Industrial Buildings and Uses” means structures or operations established on a site for a limited duration, typically associated with construction, repair, testing, or seasonal activity, and not involving permanent site alterations. Such uses must be removed upon completion of the designated activity or expiration of the temporary use permit.

3. 2. “Temporary use” means a land use occurring for a limited time; not permanent.

4. “Theater, Auditorium, Performance Center, Etc.” means Any enclosed area devoted to or used for exhibiting motion pictures or presenting theatrical performances, lectures or similar entertainment.

5. 3. “Timber land” means any parcel of land that is five or more acres or multiple parcels of land that are contiguous and total five or more acres which is or are devoted primarily to the growth and harvest of forest crops for commercial purposes. A timber management plan shall be filed with the county legislative authority at the time (a) an application is made for classification as timber land pursuant to this chapter, or (b) when a sale or transfer of timber land occurs and a notice of classification continuance is signed. “Timber land” means the land only.

6. “Tire Shop (Sales/Service)” means a business that is primarily involved in the sale, installation and repair of tires and wheels, and associated minor components.

7. “Towing and Impound Yard” means a facility designated for the temporary storage of vehicles consistent with Chapter 46.55 RCW, that have been towed due to legal violations, such as illegal parking, arrest of the operator, or abandonment, or towed due to inoperability. Towing and Impound differs from Wrecking and Salvage as defined in NBMC 18.06 in that vehicles are stored only for a limited duration until they are reclaimed by the owners, moved to a vehicle repair, sales, or auction facility, or moved to a wrecking and salvage yard following an insurance determination.

8. 4. “Townhouse” means a building containing one dwelling unit that occupies space from the ground to the roof, and is attached to one or more other townhouse dwellings by common walls. Townhouse units may be owned in fee simple, or as part of a condominium or cooperative.

9. 5. “Traditional neighborhood development pattern” means a pedestrian-oriented, predominantly residential area, with a grid to modified grid street pattern, variable lot sizes and widths, a mix of dwelling types, streetscape amenities, and typically with a focal point or “neighborhood center.” See also “Neighborhood center.”

10. 6. “Transfer of development rights” or “TDR” means the removal of some or all of the right to develop or build, expressed in dwelling units per acre or floor area, from land designated as a “sending site” to other land designated as a “receiving site.”

7. “Transitional area overlay district” is an area located between residential (LDR, HDR) and commercial (IC, IMU, DC, NB) and/or industrial (EP 1, EP 2) zoning where additional development standards apply. The transitional area extends 150 feet from the boundary of parcels located between incompatible zoning districts or extends 150 feet from the edge of the right of way located between incompatible zoning districts. Where adjoining parcels are less than 150 feet dimensionally and satisfy all of the performance standards for incompatibilities, there is no need for other parcels within the 150 foot area and not adjoining the incompatible boundary to meet the same performance standard. The transitional area overlay district (TAOD) performance standards shall not be required on commercial or industrial zoned property where the use of the property is also defined as a permitted use on the adjacent residential zoned property.

11. 8. “Transitional housing” means a facility that provides housing and supportive services to homeless individuals or families for up to two years and whose primary purpose is to enable homeless individuals or families to move into independent living and permanent housing.

9. “Triplex, fourplex, fiveplex, sixplex” refers to the number of residential units (respectively three, four, five and six) in a multifamily building.

U. “U.”

1. Unlisted Public and Quasi-Public Uses” means uses that serve a public or institutional function but are not specifically listed in the code, and which may be permitted subject to review for consistency with the purpose and intent of the applicable zoning district.

2. Unlisted Resource Land Uses” means agricultural or natural resource-based land uses not specifically identified in the code, which may be permitted upon review for compatibility with the resource zone and surrounding uses.

3. 4. “Unlisted use” means a land use that is not generally or specifically listed in Table 18.10.030. In some cases, unlisted uses may be permitted, subject to procedures and criteria outlined in the endnotes to Table 18.10.030.

4. Unlisted Industrial Uses” means industrial activities not specifically identified within the zoning code that may be allowed only after discretionary review to ensure consistency with the purpose and intent of the industrial zone and compatibility with surrounding uses.

5. 2. “Upper floor dwelling units” means a residential unit which is part of a mixed-use development having a ground floor commercial or retail use.

6. 3. “Use” means the purpose land or buildings or structures now serve or for which they are occupied, maintained, arranged, designed or intended.

7. 4. “Use district” means a portion of North Bend designated on official zoning maps as one or more of the categories listed and described in this title.

~~8.5. "Used car lot" means any place outside a building where two or more automobiles are offered for sale or are displayed.~~

V. "V."

1. "Variance" is the means by which an adjustment is made in the application of the specific regulations of this title to a particular piece of property, which property because of special circumstances applicable to it is deprived of privileges commonly enjoyed by other properties in the same zone or vicinity and which adjustment remedies disparity in privileges. A variance is a form of special exception.
2. "Veterinary clinic" means a clinic for the medical or surgical treatment of small animals or pets, including but not limited to dogs and cats. The boarding of animals for surgical, post-surgical, or general boarding purposes, subject to the terms of this code, shall be ancillary to the clinic use.
3. "Vision plan" means an element of the North Bend comprehensive plan which depicts preferred land use patterns and design principles for North Bend.

W. "W."

1. Warehousing and Distribution: "Warehouse" means a building or structure used for the storage of goods and/or materials, where the total gross floor area dedicated to the storage of goods and/or materials exceeds 65 percent; provided, however, if an applicant can provide evidence and make a showing that the primary function of the use within such building or structure is manufacturing, assembly, or reassembly of goods and materials, then it shall not be defined as a warehouse. "Distribution" is the large movement of goods through purchasing, processing, and selling from a supplier to an end-user or retailer.
2. Welding Shop means a building or part of a building where material working involves the joining of two or more pieces of metal by applying heat, through various means, to produce a localized union through fusion across the interface.
3. Wholesale Sales means an establishment with indoor storage and sale of goods to other firms for resale, storage of goods for transfer to retail outlets or storage and sale of materials and supplies used in production or operation, including janitorial and restaurant supplies. Wholesalers are primarily engaged in business-to-business sales but may sell to individual consumers through mail or internet orders. They normally operate from a warehouse or office having little or no display of merchandise and are not designed to solicit walk-in traffic.
 - a. Wholesale Sales w/Ancillary Associated Retail: An associated and subordinate retail sale of wholesale merchandise, as required by certain zoning districts.
 - b. Wholesale Sales w/o Associated Retail: A wholesale business that may not be open to the public for on-site sales.
4. Wireless Communication Facilities means structures and equipment used to transmit or receive wireless communications signals, including towers, antennas, and accessory equipment, as regulated under NBMC 18.70 or applicable local code.
5. "Wrecking/salvage yard" means any area, lot, land, parcel, building, or structure, or part thereof, used for the storage, collection, processing, purchase, sale, salvage, or disposal of motor vehicles not in operating condition.

X. Reserved.

Y. "Y."

1. "Yard" means an open space in front, rear or side on the same lot with a building or proposed building.
2. "Yard, front" means a space extending the full width of a lot between any building and the front lot line, as measured perpendicular to the building at the closest point to the front lot line.
3. "Yard, rear" means a space extending across the full width of a lot between the principal building and the rear lot line, as measured perpendicular to the building at the closest point to the rear lot line.
4. "Yard, service" means an open area, usually paved, with access to a street or alley, to allow vehicular access to a building or use for purposes of loading or unloading equipment, freight, livestock or people.
5. "Yard, side" means a space extending from the front yard to the rear yard between the principal building and the side lot line, as measured perpendicular from the side lot line to the closest point of the principal building.

Z. Reserved.

(Ord. 1824 § 5 (App. B), 2024; Ord. 1756 § 1, 2021; Ord. 1657 §§ 4, 5, 2018; Ord. 1653 § 1 (Exh. A (part)), 2018; Ord. 1611 § 2, 2016;² Ord. 1583 § 1 (Exh. A), 2016; Ord. 1580 § 2 (part), 2016; Ord. 1563 § 2 (part), 2015; Ord. 1552 § 2 (part), 2015; Ord. 1523 § 1 (part), 2014; Ord. 1517 § 1 (Exh. A), 2014; Ord. 1464 § 1 (Exh. A (part)), 2012; Ord. 1435 § 1 (Exh. A (part)), 2011; Ord. 1385 § 2, 2010; Ord. 1262 § 1 (part), 2006; Ord. 1256 § 1 (part), 2006; Ord. 1183 § 1, 2003; Ord. 1167 § 1, 2002; Ord. 1165 § 2, 2002; Ord. 1153 § 1, 2002; Ord. 1020 (part), 1997).

¹ Prior legislation: Ords. 724, 718, 569, 336.

² Code reviser's note: Ord. 1611 establishes interim zoning regulations which are effective until June 11, 2017.

Chapter 18.10**ZONING DISTRICTS¹**

Sections:

18.10.010 Zoning districts – Established.
 18.10.020 Zoning districts – Purposes.
 18.10.025 *Repealed.*
 18.10.030 Table of permitted and conditional uses.
 18.10.040 Table of bulk and dimensional standards.
 18.10.041 Bulk and dimensional standards for residential accessory units, structures and uses.
 18.10.050 Table of performance standards.

18.10.010 Zoning districts – Established.

There are hereby established the following zoning districts. Zoning district locations are delineated on the official zoning map.

District:	Abbreviation:
Constrained Low-Density Residential	(CLDR)
Low-Density Residential	(LDR)
High-Density Residential	(HDR)
Medium-Density Residential	(MDR)
Neighborhood Business	(NB)
Neighborhood Mixed Use	(NMU)
Downtown Commercial	(DC)
Interchange Commercial	(IC)
Interchange Mixed Use	(IMU)
Business Park	(BP)
Employment Park	(EP)
Parks, Open Space and Public Facilities	(POSPF)

(Ord. 1824 § 5 (App. B), 2024; Ord. 1576 § 1, 2016; Ord. 1325 § 1 (part), 2008; Ord. 1256 § 1 (part), 2006; Ord. 1020 (part), 1997).

18.10.020 Zoning districts – Purposes.

In addition to general purposes of the zoning title outlined in NBMC 18.02.020, zoning districts have the following respective purposes in subsections A, B, C, D, E, and F of this section. Chapter 18.13 NBMC describes overlay districts that apply to specific areas.

A. Purposes – LDR and CLDR Districts.

1. Provide for neighborhoods of predominately single-family ~~structures~~ buildings at a gross density of four dwelling units per acre for LDR, with an allowance for cottage housing developments within the LDR of up to eight units per acre under limited circumstances subject to the provisions of Chapter 18.11 NBMC, ~~Cottage~~

Medium-Density Residential, and single-family buildings structures of up to two dwelling units per acre for CLDR, as designated on the zoning map;

2. The CLDR district is recognized for having larger lots or development constraints, such as frequently flooded areas, geologically hazardous areas, river and stream corridors, channel migration areas, wetlands, and native wildlife and fish habitat. Density in this zone shall not exceed two dwelling units per gross acre. Furthermore, large estate size lots, in excess of 18,000 square feet minimum lot size is the intent within the CLDR district;
3. Accommodate other uses compatible with single-family residences and other types of innovative styles of residential units including accessory dwelling units and cottage housing developments under limited circumstances within the LDR district subject to the provisions of Chapter 18.11 NBMC, Cottage Medium-Density Residential;
4. Maintain the integrity and character of existing neighborhood areas, including requiring that all units be held in fee simple ownership status;
5. Create attractive and satisfying neighborhood environments for family life;
6. Ensure that adequate sewer, water, and other utilities and services are provided;
7. Provide for public amenities such as passive and active recreation areas, open space, and trails and promote the opportunity for area-wide coordination and continuity of pedestrian, bicycle, and greenbelt corridors;
8. Assure development gives due consideration to existing development or that which can be reasonably anticipated on adjacent lands, with respect to common infrastructure requirements and compatibility of uses;
9. Promote a traditional neighborhood development pattern and scale which serves to maintain and enhance existing small-city character and pedestrian orientation; and
10. Implement provisions of the comprehensive plan, including the vision plan, related to residential areas.

B. Purposes – HDR District.

1. Provide for neighborhoods and/or areas of predominantly multifamily buildings structures, but with a mix of housing types including affordable housing units;
2. Accommodate other uses compatible with multifamily residences;
3. Create attractive and satisfying environments for family and household life;
4. Ensure that adequate sewer, water, and other utilities and services are provided;
5. Provide for public amenities such as passive and active recreation areas, open space, and trails, and promote the opportunity for area-wide coordination and continuity of pedestrian, bicycle, and greenbelt corridors;
6. Assure development which gives due consideration to existing development or that which can be reasonably anticipated on adjacent lands, with respect to common infrastructure requirements and compatibility of uses;
7. Promote a traditional neighborhood development pattern and scale which serves to maintain and enhance existing small-city character and pedestrian orientation;
8. Implement provisions of the comprehensive plan, including the vision plan, related to residential development.

C. Purpose – Medium Density Residential (MDR).

1. Encourage innovative housing types of predominantly single-family smaller detached housing (i.e., cottage housing), with a limited number of two-unit homes, carriage units, and standard single-family homes pursuant to the provisions of Chapter 18.11 NBMC, Medium Density Residential;
2. Allow smaller lot sizes and increased densities from six to 10 DU/acre gross to create greater economic choices for home buyers in North Bend;
3. Accommodate other uses compatible with residential life;
4. Create attractive and satisfying environments for family and household life;
5. Ensure that adequate sewer, water, and other utilities and services are provided;
6. Provide for public amenities such as passive and active recreation areas, open space, and trails, and promote the opportunity for area-wide coordination and continuity of pedestrian, bicycle, and greenbelt corridors;
7. Assure development which gives due consideration to existing development or that which can reasonably be anticipated on adjacent lands, with respect to common infrastructure requirements and compatibility of uses;
8. Promote a traditional cottage neighborhood development pattern centered around common open space, and a scale which serves to maintain and enhance existing small-city character and pedestrian orientation;
9. Implement provisions of the comprehensive plan, including the vision plan, related to residential development.

D. Purpose – Commercial Districts (NMU, NB, DC, IC, IMU). The NMU, NB, DC, IC, and IMU zoning districts have the following general and specific purposes (general purposes include subsections (D)(1) through (D)(4) of this section; specific purposes include subsections (D)(5) through (D)(8) of this section at densities established by a floor area ratio):

1. Provide land for different intensities and types of residential, retail, service, business, office, and entertainment uses that complement, enhance, and support residential and other land uses within North Bend.
2. Implement provisions of the comprehensive plan related to commercial land uses, including but not limited to providing economic and employment opportunities, property tax bases, necessary goods and services, and in some cases, mixed-use (commercial and residential first floor/residential upper floor) dwelling opportunities.
3. Promote high-quality commercial development that incorporates traditional development patterns and elements, including but not limited to building locations, architectural designs, construction materials, and site features that are harmonious with North Bend's small-city character.
4. Ensure that proper site needs and amenities, including but not limited to vehicular circulation and parking, pedestrian, bicycle, and greenbelt networks (where applicable), landscaping, lighting, public areas (e.g., green space, plazas), services, and utilities, and other necessary and desirable elements, are integral parts of all commercial projects.
5. Neighborhood mixed use (NMU) and neighborhood business (NB) districts are intended to be general commercial areas; however, buildings are expected to be smaller in scale, and applicable businesses to operate on less than a 24-hour basis. The NB districts will accommodate a variety of commercial and light-industrial land uses, including limited fabrication and light manufacturing when conducted in locations isolated from residential zoning districts. Residential may is also be permitted on the second story or above in the neighborhood mixed use zone. The NB district is created to promote a lower-intensity character for commercial areas west of the South Fork Snoqualmie River, reflecting this area's separation from downtown by the South Fork Snoqualmie River, additional floodplain and critical areas constraints, and proximity to the large open space properties of Meadowbrook Farm and Tollgate Farm. Accordingly, uses and bulk and dimensional standards are further limited in the NB district than what is permitted in the NMU district.

6. The downtown commercial (DC) district is intended to provide specialty retail goods, as well as a range of business, professional, and other services consistent with historic uses and scale of the downtown area. Buildings in the DC district are also expected to be smaller in scale; ~~however, there is a provision for commercial buildings up to 10,000 square feet if they are “anchors.” Building sizes and floor area ratios may be increased in certain portions of the DC zone if compliant with North Bend’s design standards, per Chapter 18.34 NBMC.~~ The DC district will also incorporate residential development, as well as encouraging upper floor dwelling units above commercial uses ~~or a vertical mix of uses. New first floor residential is prohibited in the DC zone along the entire length of North Bend Way and along Bendigo Boulevard North, from West Park Street to West Third Street. See performance standards in NBMC 18.10.050(1.00(e)).~~ Pedestrian orientation and amenities will also be emphasized.

7. The interchange commercial (IC) district is intended to accommodate businesses that typically serve passerby travelers and tourists, while also supplying goods for Upper Valley residents typical of larger-scale commercial development. Primary access to the IC is anticipated to be vehicular; however, pedestrian amenities and circulation, including linkage to the historic downtown area, will be promoted. Buildings are permitted to be larger in scale relative to other commercial districts, and select businesses are permitted to operate on a 24-hour basis.

8. The interchange mixed use (IMU) zoning district is intended to provide a transitional area between interchange commercial (IC) zoning and residential (LDR, HDR) zoning. The zoning accommodates permitted residential, interchange commercial and other commercial development to minimize adverse impacts on and maximize compatibility with adjacent land uses. Buildings in the IMU district are expected to be smaller in scale than buildings in the IC district, with select businesses permitted to operate on a 16-hour basis or less, closed between 10:00 p.m. and 6:00 a.m.

E. Purpose – Employment Park Districts Including Business Park (BP) and Employment Park (EP). The EP and BP zoning districts have the following general and specific purposes (general purposes include subsections (E)(1) through (E)(5) of this section; specific purposes include subsections (E)(6) and (E)(7) of this section at densities established by a floor area ratio):

1. Provide appropriate areas for various commercial land uses, including office, warehouse, distribution, manufacturing enterprises, industrial uses, and research and development facilities which complement, enhance, and support the mix of land uses within the city of North Bend. Retail sales or related services are limited to a few select uses, or allowed only as incidental to underlying permitted uses.
2. Implement provisions of the comprehensive plan related to employment park district land uses, including but not limited to providing economic and employment opportunities, as well as balanced property tax bases and possible mixed land use opportunities.
3. Promote high-quality and well designed business and industrial developments that are harmonious with North Bend’s small-city character, and create an environment free from adverse noise, odors, dust, smoke, air pollution, water pollution, and inappropriate truck traffic or related traffic congestion.
4. Ensure that proper site needs and amenities, including but not limited to vehicular circulation and parking, services and utilities, landscaping, lighting, pedestrian, bicycle, and greenbelt networks and linkages, and other necessary and desirable elements, are integral parts of all employment park district projects.
5. Ensure sensitivity to adjacent land uses and the environment, including avoidance of incompatible uses, and that new development is integrated with physical and social linkages to the community.
6. The BP district is intended to provide areas for light industrial and limited commercial uses that are compatible with, and not detrimental to, adjoining land use districts. Permitted uses in the BP district include offices (professional, business, corporate), light manufacturing, warehouse and distribution, and research and development. A wider variety of manufacturing and assembly uses are permitted on a conditional use basis. Smaller-scale business enterprises are permitted to the extent they are needed to serve employees within the BP district. Uses that capitalize on North Bend’s setting and geographic location are encouraged.

7. The EP district is intended to provide areas for a variety of industrial land uses, including manufacturing, fabrication, and processing of natural and manmade materials. Large-scale and/or specialized industrial and commercial operations, including those having greater potential impacts to surrounding areas, will be permitted in this district. Business uses which support activities occurring in outlying rural areas, including support services for forestry or resource-based industries, are encouraged.

F. Purpose – Park, Open Space, and Public Facilities District (POSPF).

1. Recognize and designate areas for public and quasi-public parks, open space, trail, and recreation areas, as well as public facilities including but not limited to schools, community buildings, government offices, and public facilities and utilities.
2. Implement provisions of the comprehensive plan related to park, open space, and public facility land uses.
3. Ensure that adequate areas are set aside for park, open space, trail, recreation areas, and public facility land uses. (Ord. 1824 § 5 (App. B), 2024; Ord. 1760 § 2 (Exh. B), 2021; Ord. 1748 § 1 (Exh. A), 2021; Ord. 1657 § 6, 2018; Ord. 1653 § 2 (Exh. A (part)), 2018; Ord. 1590 § 1, 2016; Ord. 1578 § 2, 2016; Ord. 1576 § 2, 2016; Ord. 1325 § 1 (part), 2008; Ord. 1256 § 1 (part), 2006; Ord. 1165 § 1, 2002; Ord. 1164 § 1, 2002; Ord. 1020 (part), 1997).

18.10.025 Special districts.

Repealed by Ord. 1749. (Ord. 1657 § 7, 2018; Ord. 1646 § 1 (Exh. A), 2017; Ord. 1640 §§ 2 (Exh. B), 3 (Exh. C), 2017; Ord. 1626 § 1 (Exh. A), 2017; Ord. 1611-A § 1 (Exh. A), 2017; Ord. 1611 §§ 4 (Exh. A), 5 (Exh. A), 2016; Ord. 1584 § 1 (Exh. A), 2016; Ord. 1583 § 2, 2016; Ord. 1580 § 2 (part), 2016; Ord. 1563 § 2 (part), 2015; Ord. 1552 § 2, 2015; Ord. 1523 § 1 (part), 2014; Ord. 1501 § 1 (Exh. A), 2013; Ord. 1492 § 1 (Exh. A (part)), 2013; Ord. 1442 § 2 (Exh. B (part)), 2011; Ord. 1403 § 1 (Exh. A), 2010; Ord. 1393 § 1 (Exh. A), 2010; Ord. 1325 § 1 (part), 2008).

18.10.030 Table of permitted and conditional uses.

To implement purposes of the zoning title, and to implement purposes of the respective zoning districts, permitted and conditional uses allowed within the various districts are identified in Table 18.10.030, Permitted and Conditional Land Uses. Permitted and conditional uses are categorized under the following major use categories: (1) residential; (2) commercial; (3) industrial; (4) public and quasi-public; (5) utilities; and (6) resource uses. No land, building, or structure may be used, and no building or structure erected, unless listed as a permitted (“P”) or conditional use (“CUP”) in Table 18.10.030, Permitted and Conditional Land Uses, provided:

A. Unlisted or interim uses may only be permitted subject to administrative interpretation by the director per NBMC 18.04.030 and the director may allow a less intense use in a more intense zone if other comparable uses are allowed in said zone;

B. Uses that are specifically prohibited are listed in endnotes to Table 18.10.030;

C. Commercial accessory uses that are not permitted as primary uses within a zone may be allowed subject to review and approval of the CED director. In approving the accessory use, the director must find that the accessory use:

1. Is limited in scope to no more than 25 percent of the floor area of the primary use;
2. Is necessary in order for the primary use to operate; and
3. Is consistent with NBMC 18.10.020, Zoning districts – Purposes.

The director may impose conditions on the accessory use to limit its scope and potential impacts to adjacent properties and uses;

D. All conditional uses shall meet standards and procedures outlined in Chapter 18.24 NBMC;

E. Said land, building, or structure meets nonconforming use provisions in Chapter 18.30 NBMC;

2025 Amendments to Definitions and Zoning Districts

F. See Chapter 18.13 NBMC for all permitted uses within the master plan overlay districts;

G. Affordable housing projects that are not expressly permitted may be allowed subject to entering into a development agreement per Chapter 18.27 NBMC.

EXHIBIT A

Table 18.10.030 – Permitted and Conditional Land Uses

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
1.00 RESIDENTIAL:															
	1.10	Single-Family Dwellings													
*	1.11	Single-Family Detached Dwellings	P	P	P ⁽²⁾ <u>(1)</u>	P ⁽²⁾ <u>(1)</u>									
*	1.12	Designated Manufactured Homes	P	P	P ⁽²⁾ <u>(1)</u>	P ⁽²⁾ <u>(1)</u>									
*	1.13	Manufactured Home Parks													
*	1.16	Cottages – See Chapter 18.11 NBMIC	P ⁽³⁾ <u>(2)</u>		P										
*	1.17	Townhome (4)				P	P					P			
	1.20	Multifamily <u>Buildings</u> <u>Structures</u> (separate or within mixed use buildings if allowed)													

2025 Amendments to Definitions and Zoning Districts

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL				COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
*	1.21 Duplexes		P (2) <u>(1)</u>	P		See Chapter 18.12 NBM/C		P					
*	1.22 Triples			P	P	See Chapter 18.12 NBM/C		P					
*	1.23 Fourplexes			P	P	See Chapter 18.12 NBM/C		P					
*	1.24 Other Multifamily Dwellings over Four Units (6)			P	P	See Chapter 18.12 NBM/C		P					
*	1.30 Special Service Housing												
*	1.31 Adult Family Homes	P	P	P (2) <u>(1)</u>	P	See Chapter 18.12 NBM/C		P		P			
*	1.32 Childcare					See Chapter 18.12 NBM/C							
*	1.32a Family Day Care Provider	P	P	P	P	See Chapter 18.12 NBM/C		P		P			

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	BP	EP	POS/PF
*	1.32b Child Day Care Center	P	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P	P	
*	1.33 Homes for the Elderly and Related	P	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P	P	
1.00 RESIDENTIAL: (continued)															
*	1.34 Secure Community Transition Facilities						See Chapter 18.12 NBM/C								CUP
*	1.35 Transitional Housing	P	P	P	P	P	See Chapter 18.12 NBM/C								P P
*	1.36 Permanent Supportive Housing	P	P	P	P	P	See Chapter 18.12 NBM/C								P P
	1.40 Miscellaneous Rooms for Rent						See Chapter 18.12 NBM/C								
1.41	Bed and Breakfast Establishments	P	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P	P	

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
*	1.42 Boarding Houses/ <u>Co-living Housing</u>	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P			
	1.50 Other Residential					See Chapter 18.12 NBM/C									
*	1.51 Accessory Residential Uses	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P			
*	1.52 Accessory Dwelling Units	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P			
*	1.53 Home Occupations	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P			
*	1.54 Upper Floor Dwelling Units				P	P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	1.55 Interim Housing Facilities	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P			
1.60	Unlisted Residential Use	See Procedure for Unlisted Uses													
2.00 COMMERCIAL:															

2025 Amendments to Definitions and Zoning Districts

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL				COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
*	2.01 Adult Entertainment Facilities					See Chapter 18.12 NBM/C							
*	2.02 Art Gallery					P	See Chapter 18.12 NBM/C		P				
*	2.03 Automotive/Vehicular												
2.00 COMMERCIAL: (continued)													
*	2.03a Boat and Watercraft Sales and Service					P	See Chapter 18.12 NBM/C		P	P	P	P	
*	2.03b Car Wash					P	See Chapter 18.12 NBM/C		P	P	P	P	
*	2.03c Electric Vehicle Charging Station – Restricted, Accessory to a Principal Use	P	P	P	P	See Chapter 18.12 NBM/C			P	P	P	P	
*	2.03d Electric Vehicle Charging Station – Public, Accessory to a Principal Use					P	See Chapter 18.12 NBM/C		P	P	P	P	

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
*	2.03e	Electric Vehicle Charging Station as a Stand-Alone Use					See Chapter 18.12 NBM/C	P							
*	2.03f	Electric Vehicle Battery Exchange Station					See Chapter 18.12 NBM/C	P							
*	2.03g	Gasoline Sales/Service Stations					See Chapter 18.12 NBM/C	P							
*	2.03h	Motorcycle Sales/Service				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.03i	Paint and Body Shop				CUP	See Chapter 18.12 NBM/C	P		P	P	P			
*	2.03j	Parts Store				P	See Chapter 18.12 NBM/C	P	P	P					
*	2.03k	Auto Rentals and Leasing				P	See Chapter 18.12 NBM/C	P		P	P	P			
*	2.03l	Repair and Service Shop				CUP	See Chapter	P	P	P	P	P			

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL				COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
*	2.03m	RV/Commercial Truck Sales/Repair and Maintenance Service				18.12 NBM/C				See Chapter 18.12 NBM/C	P	P	
*	2.03n	Sales (New and Used Auto/Passenger Truck)								See Chapter 18.12 NBM/C	P	P	
*	2.03o	Snowmobile Sales/Service				P	See Chapter 18.12 NBM/C	P	P	P	P	P	
2.00 COMMERCIAL: (continued)													
*	2.03p	Tire Shop (Sales/Service)				P	See Chapter 18.12 NBM/C	P	P	P	P	P	
*	2.03q	Towing and Impound Yard								See Chapter 18.12 NBM/C	P	P	
*	2.04	Banks and Financial Institutions				P	See Chapter 18.12 NBM/C	P	P	P			

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
	2.04a	Check Cashing/Quick Loans					See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.05	Bars and Taverns (Including Microbreweries)				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.06	Business & Professional Offices				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.07	Business Services				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	—	Conference Centers and Event Venues				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.08	Convenience Store — Open 24 Hours				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.09	Equipment Rental (No heavy equipment rental allowed in the DC)				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.10	Farmer's Market – Produce/Other				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
	2.11					P	See Chapter	P	P	P	P	P			

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
*	-									18.12 NBM/C					
*	2.12	Funeral Home/Mortuary				P	See Chapter 18.12 NBM/C			P					
*	-														
*	2.13	Grocery/Supermarket				P	See Chapter 18.12 NBM/C			P		P			
*	-											P	P		
*	2.14	Hardware Store				P	See Chapter 18.12 NBM/C					P	P		
*	-														
*	2.15	Health Club (Including Dance, Exercise Studio)				P	See Chapter 18.12 NBM/C			P		P	P		
*	-														
*	2.16	Hotel and Motel													
*	-	2.16a	Hotel												
2.00 COMMERCIAL: (continued)															
*	-	2.16b	Motel				P	See Chapter 18.12 NBM/C			P	P	P		
*	-														

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
	LAND USES:	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
*	2.17 Lumber and Associated Sales					See Chapter 18.12 NBM/C				P	P	P			
	2.18 Miniature Golf Course					P	See Chapter 18.12 NBM/C			P	P	P			
*	2.19 Nursery, Garden, and Landscape Supplies					P	See Chapter 18.12 NBM/C			P	P	P			
	2.20 Personal Services (Beauty Shop, Dry Cleaner, Tattoo, Shoe Repair, Etc.)					P	See Chapter 18.12 NBM/C			P	P	P			
*	2.22 Recreational Vehicle Park and Campgrounds					P	See Chapter 18.12 NBM/C			P	P	P			
	2.23 Indoor Commercial Recreation Facilities					P	See Chapter 18.12 NBM/C			P	P	P			
*	2.23a Indoor Shooting Range (Gun and Archery)						See Chapter 18.12 NBM/C			P	P	P			
	2.24 Restaurant														

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
*	2.24a	Drive-Thru					See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.24b	Non-Drive-Thru				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
	2.24c	Coffee Stands – Freestanding or Accessory				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.24d	Food Trucks				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	–					P(8)	See Chapter 18.12 NBM/C	P	P	P	P	P			
	2.25	Research and Development Facilities													
*	2.26	Retail				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
*	2.27	Wholesale Sales													
	2.27a	w/Ancillary Associated Retail				P	See Chapter 18.12 NBM/C	P	P	P	P	P			
2.00 COMMERCIAL: (continued)															

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
2.27b	w/o Associated Retail						See Chapter 18.12 NBM/C			P					
2.28	Social and Fraternal Club, Lodge					P	See Chapter 18.12 NBM/C			P					
2.29	Storage Facilities														
*	2.29a Mini-Storage (Enclosed)					P	See Chapter 18.12 NBM/C			CUP					
*	2.29b Indoor (General)					P	See Chapter 18.12 NBM/C			CUP	P	P			
*	2.29c Outdoor (Boats, Cars, Campers, Etc.)						See Chapter 18.12 NBM/C			CUP		P			
2.30	Studio (Art, Music, Pottery, Etc.)					P	See Chapter 18.12 NBM/C			P	P	P			
*	2.31 Theater, Auditorium, Performance Center, Etc.					P	See Chapter 18.12 NBM/C			P	P				

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
*	2.32 Veterinary Clinic					P	See Chapter 18.12 NBMC			P	P	P			
	2.33 Commercial Truck Travel Center						See Chapter 18.13 NBMC								
*	2.35 Pawn Shop					P	See Chapter 18.12 NBMC								
	2.37 Tattoo Parlor and/or Body Piercing Studio (1)	-	-	-	-	-	See Chapter 18.12 NBMC			P(1)					
*	2.38 Hospital						See Chapter 18.12 NBMC			P	P	P			
	2.39 Medical/Dental					P	See Chapter 18.12 NBMC			P	P	P			
	2.40 Unlisted Commercial Uses	See Procedure for Unlisted Uses													
	2.41 Marijuana Related Uses (Producer, Processor, Retail and Other)	See Chapter 18.60 NBMC													
*	2.42 Indoor Emergency Shelter						See Chapter 18.60 NBMC			P	P	P			

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
2.00 COMMERCIAL: (continued)															
*	2.43	Indoor Emergency Housing					See Chapter 18.12 NBM/C	P	P	P	P	P			
3.00 INDUSTRIAL:															
*	3.10	Manufacturing					See Chapter 18.12 NBM/C								
*	3.11	Apparel, Fabric, Accessories and Leather Goods					P	See Chapter 18.12 NBM/C		P	P	P			
*	3.12	Chemical and Related Products						See Chapter 18.12 NBM/C					CUP		
*	3.13	Computers, Office Machines, and Equipment					P	See Chapter 18.12 NBM/C		P	P	P			
*	3.14	Electrical Equipment (Appliances, Lighting, Radio, TV, Communications)					P	See Chapter 18.12 NBM/C		P	P	P			

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL				COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
*	3.15 Fabricated Small Components and Products (Containers, Hand Tools, Screw Products, Coatings and Recreational Products)					P	See Chapter 18.12 NBM/C			P	P	P	
*	3.16 Food and Beverage Products					P	See Chapter 18.12 NBM/C			P	P	P	
*	3.17 Furniture and Fixtures					P	See Chapter 18.12 NBM/C			P	P	P	
*	3.18 Handcrafted Products					P	See Chapter 18.12 NBM/C			P	P	P	
*	3.19 Heavy Equipment and Vehicles – Indoor						See Chapter 18.12 NBM/C			P	P	P	
*	3.20 Measuring and Controlling Instruments (Medical/Optical, Watches, Computer Software)					P	See Chapter 18.12 NBM/C			P	P	P	
*	3.21 Plastic Products						See Chapter 18.12 NBM/C			P	P	P	

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL				COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
*	3.22 Prepared Materials – Assembly, Processing, and Packaging – Indoor					P	See Chapter 18.12 NBM/C			P	P	P	
3.00 INDUSTRIAL: (continued)													
*	3.23 Printing, Publishing, and Allied Industries					P	See Chapter 18.12 NBM/C			P	P	P	
*	3.24 Recycling Center						See Chapter 18.12 NBM/C			P			
*	3.24a Recycling Plant						See Chapter 18.12 NBM/C			P			
*	3.25 Rubber Products						See Chapter 18.12 NBM/C			P			
*	3.26 Sign and Advertising Display (Manufacture)					P	See Chapter 18.12 NBM/C			P	P	P	
*	3.27 Stone, Clay, Pottery and China					P	See Chapter 18.12 NBM/C			P	P	P	

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL						COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF		
*	3.28 Textile Products					See Chapter 18.12 NBM/C				P	P	P			
*	3.29 Construction Company Storage Yard				P	See Chapter 18.12 NBM/C				P	P	P			
*	3.30 Industrial and Related Equipment – Sales				P	See Chapter 18.12 NBM/C				P	P	P			
*	3.31 On-Site Hazardous Waste Treatment					See Chapter 18.12 NBM/C				CUP	CUP	CUP			
*	3.32 Multitenant Industrial Park				P (8) (4)	See Chapter 18.12 NBM/C				P	P	P			
*	3.33 Warehousing and Distribution				P (8) (4)	See Chapter 18.12 NBM/C				P	P	P	(42)(5)	(42)(5)	
*	3.34 Welding Shop				P	See Chapter 18.12 NBM/C				P	P	P			
	3.35 Temporary Industrial Buildings and Uses					See Chapter				P	P	P			

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL				COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POS/PF
3.40	Unlisted Industrial Uses					18.12 NBM/C							
3.41 Accessory Industrial Uses		See Procedure for Unlisted Uses											
4.00 PUBLIC AND QUASI-PUBLIC:													
*	4.10 Open Space, Park, Trail, and Recreation	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P	P
*	4.11 Golf – Course (9 – 18 Hole)					See Chapter 18.12 NBM/C							
*	4.12 Golf – Driving Range					CUP	See Chapter 18.12 NBM/C						
*	4.13 Athletic Field/Sports Facilities					CUP	See Chapter 18.12 NBM/C						
4.20	Government Office					P	See Chapter 18.12 NBM/C						P
4.21	Library					P	See Chapter 18.12 NBM/C						P

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL				COMMERCIAL				INDUSTRIAL			PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSF	
4.22	Post Office					P	See Chapter 18.12 NBM/C	P					P	
4.23	Police and Fire Station					P	See Chapter 18.12 NBM/C	P					P	
4.24	City Hall and/or Public Works					P	See Chapter 18.12 NBM/C	P					P	
4.30	School						See Chapter 18.12 NBM/C			P			P	
4.31	Montessori/Preschool, Kindergarten, Elementary, Middle, High School	P	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P	
4.32	Colleges, Universities, Technical, Trade and Specialty Schools					P	See Chapter 18.12 NBM/C	P	P	P	P	P	P	
4.40	Churches and Religious Institutions	P	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P	
*	4.50 Museums/Interpretive Centers/Community Centers and Associated Activities					P	See Chapter	P	P	P	P	P	P	

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL				COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
						18.12 NBM/C							
4.60	Mass Transit Facilities Including Park-and-Ride Lots					P	See Chapter 18.12 NBM/C	P	P	P	P	P	
4.75	Unlisted Public and Quasi-Public Uses	See Procedure for Unlisted Uses								P	P	P	P
5.00 UTILITIES:													
*	5.10 Public and Private Utilities – Minor	P	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P
*	5.20 Public and Private Utilities – Major	P	P	P	P	P	See Chapter 18.12 NBM/C	P	P	P	P	P	P
5.21	Municipal WWTP						See Chapter 18.12 NBM/C					P	
5.30	Wireless Communication Facilities	See Chapters 18.70 and 18.80 NBM/C											
6.00 RESOURCE:													
*	6.10 Christmas Tree Farm	P	P			P	See Chapter 18.12 NBM/C			P	P	P	P
*	6.20 Commercial Farm – Produce and Related					P	See Chapter		P	P	P	P	P

EXHIBIT A

P = Permitted use CUP = Conditional use permit required		RESIDENTIAL				COMMERCIAL				INDUSTRIAL		PUBLIC FACILITIES	
LAND USES:		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
*	6.30	Commercial Greenhouse – Wholesale				P	See Chapter 18.12 NBM/C			P	P		
*	6.40	Farmland – Pasture, Crop Uses	P	P	P	P	See Chapter 18.12 NBM/C			P	P		
*	6.60	Public Garden	P	P	P	P	See Chapter 18.12 NBM/C			P	P		
*	6.70	Unlisted Resource Land Uses	See Procedure for Unlisted Uses										

NOTES:

*

Indicates a specific performance standard(s) is required by the zoning code per Table 18.10.050. Note that standards and/or regulations additional to the zoning code often apply. Environmental quality performance standards apply to all uses in all zoning districts.

~~Tattoo parlors and/or body piercing studios are allowed in the IMU zoning districts only in these areas north of I-90 at Exit 31 and within the DC zoning district only in buildings abutting and fronting North Bend Way and/or Bendigo Blvd. and areas located south of North Bend Way.~~

Standard size single-family homes and duplexes (two-unit homes) are allowed on a limited basis within the MDR zoning district, subject to the cottage residential regulations in Chapter 18.11 NBM/C.

Cottages are allowed on a limited basis within areas of the LDR zoning district subject to the ~~ette~~ Medium-Density residential regulations in Chapter 18.11 NBM/C.

(1)(2) —

(2)(3) —

EXHIBIT A

NOTES:

(4)—

~~Zero lot line townhomes, also referred to as row houses, are single family attached dwellings that share a common wall with other dwellings on one or both sides of the unit, but are independent homes occupying their own legal lot, unlike condominiums.~~

~~Heavy equipment refers to heavy-duty vehicles, specially designed for executing construction tasks, most frequently ones involving earthwork operations. They are also known as heavy machines, heavy trucks, construction equipment, engineering equipment, heavy vehicles, or heavy hydraulics. They usually comprise five equipment systems: implement, traction, structure, power train, control and information.~~

~~For affordable housing projects that are not expressly permitted see Chapter 18.27 NBMG, Development Agreements.~~

Within IC zone at Exit 31 on the north side of Bendigo Boulevard, residential use is allowed on the second floor and above.

Research and development facilities (2.25), multitenant industrial park (3.32), and warehousing and distribution (3.33) are allowed within the NMU zone for parcels greater than two acres in size where located between 436th Avenue SE and SE 140th where it intersects with SE North Bend Way subject to compliance with performance standards in NBMG 18.10.050, as well as within existing buildings greater than 12,000 square feet in size in the NMU zone.

Industrial warehousing and distribution shall not exceed 150,000 square feet per building footprint without a CUP. If over 150,000 sf, a CUP is required.

LIST OF PROHIBITED USES (the following uses are specifically prohibited in all zoning districts):

1. Outdoor gun, archery, “paintball” and similar ranges.
2. Permanent carnivals, circuses, amusement parks, and live animal rides, animal exhibitions, and similar type commercial amusements.
3. Manufacturing and related uses as follows: concrete batch plants; asphalt plants; primary metal industries such as foundries/forge shops, smelters, blast furnaces, boiler works, and rolling mills; manufacture of flammable, hazardous, or explosive materials; creosote and related products; coal tar and related products; yeast manufacturing; and manufacture of plastic products from raw materials.
4. Landfills, junkyards, wrecking and salvage yards, garbage dumps, scrap yards, and incinerators (recycling facilities are regulated per 3.24 and 3.24a).

EXHIBIT A

LIST OF PROHIBITED USES (the following uses are specifically prohibited in all zoning districts):

5. On-site quarries and other mineral extraction operations that extract soil, logs – storing and processing, paper product manufacturing, stone, sand, gravel, or other minerals from the ground strictly for purpose of sale; provided, that clearing and grading operations, per city regulations, and sand and gravel extraction from waterways, per necessary approvals, are exempt. Retail or wholesale sale of materials quarried or extracted off site is permitted with performance criteria (see Nursery, Garden, and Landscape Supplies – 2.19).
6. Slaughterhouses and rendering plants devoted to the rendering or refining of animal parts, fats, and oils.
7. Tanning of animal hides or skins.
8. Poultry farms for the keeping of poultry for commercial purposes.
9. Conducting business on a public street, sidewalk, or right-of-way without proper authorization from the city.
10. Commercial dog kennels. Only kennels associated with a veterinary clinic are permitted (see 2.32).
11. Pipeline facilities and the transportation of hazardous liquid associated with those facilities. This prohibition does not include:
 - a. Transportation of a hazardous liquid that is transported in a gaseous state;
 - b. Transportation of a hazardous liquid:
 - i. By vessel, aircraft, tank truck, tank car, or other nonpipeline mode of transportation; or
 - ii. Through facilities located on the grounds of a materials transportation terminal that are used exclusively to transfer hazardous liquid between nonpipeline modes of transportation or between a nonpipeline mode and a pipeline, not including any device and associated piping that is necessary to control pressure in the pipeline.

~~Industrial warehousing and distribution shall not exceed 150,000 square feet per building footprint without a CUP. If over 150,000 sf, a CUP is required.~~

12.

Procedure for Unlisted Uses: For any use(s) of land not listed in Table 18.10.030, and excluding those in the list of prohibited uses, an administrative interpretation shall be made by the Director~~director of community services~~, per NBMC 18.04.030, upon inquiry by an applicant.

(Ord. 1824 § 5 (App. B), 2024; Ord. 1818 § 1, 2024; Ord. 1760 § 2 (Exh. B), 2021; Ord. 1756 § 2, 2021; Ord. 1748 § 1 (Exh. A), 2021; Ord. 1730 § 1 (Exh. A), 2020; Ord. 1727 § 1 (Exh. A), 2020; Ord. 1712 § 1 (Exh. A (part)), 2019; Ord. 1694 § 1 (Exh. A), 2019; Ord. 1664 § 1 (Exh. A), 2018; Ord. 1659 § 1 (Exh. A), 2018; Ord. 1653 § 3 (Exh. A (part)), 2018; Ord. 1641 § 2, 2017; Ord. 1640 § 1 (Exh. A), 2017; Ord. 1612 § 1 (Exh. A), 2017; Ord. 1590 § 2 (Exh. A), 2016; Ord. 1578 § 3 (Exh. A), 2016; Ord. 1576 § 3 (Exh. A), 2016; Ord. 1553 § 1 (part), 2015; Ord. 1529 § 2, 2014; Ord. 1517 § 1 (Exh. B), 2014; Ord. 1514 § 1 (Exh. A (part)), 2013; Ord. 1492 § 1 (Exh. A (part)), 2013; Ord. 1442 § 2 (Exh. B (part)), 2011; Ord. 1435 § 1 (Exh. A (part)), 2011; Ord. 1431 § 1 (Exh. A (part)), 2011; Ord. 1404 § 1 (Exh. A (part)), 2010; Ord. 1385 § 1, 2010; Ord. 1334 § 1, 2008; Ord. 1325 § 1 (part), 2008; Ord. 1307 § 1, 2008; Ord. 1256 § 1 (part), 2006; Ord. 1194 § 1 (part), 2003; Ord. 1164 § 2, 2002; Ord. 1153 § 2, 2002; Ord. 1068 §§ 1, 2, 1999; Ord. 1053 § 26, 1998; Ord. 1020 (part), 1997).

18.10.040 Table of bulk and dimensional standards.

To further implement purposes of the zoning title, and to further implement purposes of the respective zoning districts, bulk and dimensional standards are established for respective zoning districts, and in many cases for respective uses within said zoning districts. Bulk and dimensional standards are outlined in Table 18.10.040 and address the following criteria: (1) minimum lot size; (2) maximum lot size; (3) minimum lot width; (4) minimum front yard setback; (5) maximum front yard setback; (6) minimum side yard setback; (7) minimum rear yard setback; (8) maximum building height; (9) maximum building coverage; ~~(10) maximum impervious surface coverage; (1011)~~ (10) maximum building size; and ~~(1211)~~ (11) floor area ratio. An administrative adjustment to bulk and dimensional standards mechanism is provided, with application requirements, procedures and criteria established in Chapter 18.25 NBMC.

EXHIBIT A

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:	
	LDR 4 DU/Acre Gross Density	CLDR 2 DU/Acre Gross Density	MDR Gross Density	HDR Net Density	NMU Net Density	DC Net Density	IC	IMU Net Density	NB	BP Net Density	EP	
1. Minimum Lot Size (1):	LDR 4 DU/Acre Gross Density	CLDR 2 DU/Acre Gross Density	MDR Gross Density	HDR Net Density	NMU Net Density	DC Net Density	IC	IMU Net Density	NB	BP Net Density	EP	POSPF
a. Single-Family Dwellings (includes designated manufactured homes) (2)	Average lot size: 8,000 sf; minimum lot size: 7,500 sf (2)	Minimum lot size: 18,000 sf	See Chapter 18.11 NBMC	4,000 sf			See Chapter 18.12 NBMC					
1. Minimum Lot Size (1): (continued)	LDR 4 DU/Acre Gross Density	CLDR 2 DU/Acre Gross Density	MDR Gross Density	HDR Net Density	NMU Net Density	DC Net Density	IC	IMU Net Density	NB	BP Net Density	EP	POSPF
b. Cottages (lot area per dwelling unit)	See Chapter 18.11 NBMC		See Chapter 18.11 NBMC				See Chapter 18.12 NBMC					
c. Duplexes (lot area per dwelling unit) (4)			See Chapter 18.11 NBMC	3,000 sf			See Chapter 18.12 NBMC					
d. Triples (lot area per dwelling unit) (4)				2,500 sf	2,500 sf*		See Chapter 18.12 NBMC					

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:		COMMERCIAL DISTRICTS:			EMPLOYMENT PARK DISTRICTS:	POSPF DIST.:
	RESIDENTIAL DISTRICTS:	COMMERCIAL DISTRICTS:	See Chapter 18.12 N BMC	2,000 sf	2,000 sf		
e. Fourplexes (lot area per dwelling unit) (4)		2,000 sf	2,000sf*	See Chapter 18.12 N BMC	2,000 sf		
f. Other Multifamily <u>Buildings-Suites</u> (lot area per dwelling unit required) (4)	2,000 sf	2,000sf*	See Chapter 18.12 N BMC	2,000 sf			
g. Elderly Homes and Related (5)	10,000 sf	10,000 sf*	See Chapter 18.12 N BMC	10,000 sf	10,000 sf		
h. Upper Floor Dwelling Units (in mixed-use buildings; lot area per dwelling unit)		1,000 sf*	See Chapter 18.12 N BMC	1,000 sf*	1,000 sf*		
i. Commercial Uses (see Table 18.10.030 – 2.00)							
j. Industrial Uses (see Table 18.10.030 – 3.00)							
1. Minimum Lot Size (1): (continued)	LDR 4 DU/Acre Gross Density	CLDR 2 DU/Acre Gross Density	MDR Gross Density	HDR Net Density	NMU Net Density	IC Net Density	IMU Net Density
k. Public and Quasi-Public Uses (see Table 18.10.030 – 4.00)							
l. Utilities (see Table 18.10.030 – 5.00)							

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:		RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
m. Resource Uses (see Table 18.10.030 – 6.00)												
2. Maximum Lot Size:	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
a. Single-Family Dwellings (includes designated manufactured homes) – (Short plats are exempt)			See Chapter 18.11 NBMC	9,000 sf		See Chapter 18.12 NBMC						
b. Cottages (see Chapter 18.11 NBMC)	See Chapter 18.11 NBMC		See Chapter 18.11 NBMC			See Chapter 18.12 NBMC						
c. Duplexes (lot area per dwelling unit)			See Chapter 18.11 NBMC	5,000 sf		See Chapter 18.12 NBMC						
d. Triplexes (lot area per dwelling unit)				4,500 sf		See Chapter 18.12 NBMC						
e. Fourplexes (lot area per dwelling unit)				4,000 sf		See Chapter 18.12 NBMC						
f. Multifamily Buildings-Structures (lot area per dwelling unit)				4,000 sf		See Chapter 18.12 NBMC						
2. Maximum Lot Size: (continued)	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
g. Other (elderly homes, commercial, industrial, public/quasi-public, utility,						See Chapter						

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:		RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
and resource uses (g, i, j, k, l, m from No. 1))						18.12 NBMC						
3. Minimum Lot Width (10):	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
a. Single-Family Dwellings (includes designated manufactured homes)	60'	90'	See Chapter 18.11 NBMC	40'		See Chapter 18.12 NBMC						
b. Cottages	See Chapter 18.11 NBMC		See Chapter 18.11 NBMC			See Chapter 18.12 NBMC						
c. Duplex (per dwelling unit for side by side duplexes)			See Chapter 18.11 NBMC	30'		See Chapter 18.12 NBMC			30'			
d. Triplex, Fourplex and Other Multifamily <u>Buildings</u> Structures				50'		See Chapter 18.12 NBMC			50'			
e. Other (commercial, industrial, public/quasi-public, utility, and resource uses (i, j, k, l, m from No. 1))	50'	50'		50'		See Chapter 18.12 NBMC			50'			50'
4. Minimum Front Yard Setback: (6, 16)	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
a. Single-Family Dwellings (includes designated manufactured homes) (3) (7)	20'	30'	See Chapter 18.11 NBMC	10'		See Chapter 18.12 NBMC						

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:						COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:			POSPF DIST.:
	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF		
b. Cottages (7)	See Chapter 18.11 NBMC		See Chapter 18.11 NBMC			See Chapter 18.12 NBMC								
4. Minimum Front Yard Setback: (6, 16) (continued)														
c. Duplexes (7)			See Chapter 18.11 NBMC		See 10'			See Chapter 18.12 NBMC	10'					
1) Setback may be reduced to 5 feet when fronting a common open space														
d. Triplex, Fourplex and Other Multifamily Buildings Structures (7)			See Chapter 18.11 NBMC		See 10'	10'*		See Chapter 18.12 NBMC	10'					
1) Setback may be reduced to 5 feet when fronting a common open space														
e Elderly Homes and Related (5)	20'					10'	10'	See Chapter 18.12 NBMC		10'				
f. Minimum Setback for Residential Front Entry Garage	20'	20'			See Chapter 18.11 NBMC			See Chapter 18.12 NBMC		20'				
g. Accessory Dwelling Units, Structures Uses	See NBMC 18.10.041	See NBMC 18.10.041	See NBMC 18.10.041	See NBMC 18.10.041	See NBMC 18.10.041	See NBMC 18.10.041	See NBMC 18.10.041	See Chapter 18.12 NBMC						
1) Setback may be reduced to 5 feet when fronting a common open space														
h. Commercial Uses								See Chapter 18.12 NBMC	20'					

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:		RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
						18.12 NBMC						
i. Industrial Uses						See Chapter 18.12 NBMC				20'	20'	
4. Minimum Front Yard Setback: (6, 16) (continued)	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
j. Public and Quasi-Public Uses	20'		20'	20'	20'	See Chapter 18.12 NBMC	20'	20'		20'	20'	20'
k. Utilities (8)	20'		20'	20'	20'	See Chapter 18.12 NBMC	20'	20'		20'	20'	20'
l. Resource Uses										20'	20'	20'
5. Maximum Front Yard Setback: (6, 7, 16)	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
a. Single-Family Dwellings	30'			See Chapter 18.11 NBMC	30'				See Chapter 18.12 NBMC			
b. Cottages	See Chapter 18.11 NBMC			See Chapter 18.11 NBMC				See Chapter 18.12 NBMC				
c. Duplexes				See Chapter	25'			See Chapter	25'			

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:		COMMERCIAL DISTRICTS:		EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:					
	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
d. Triplex, Fourplex and Other Multifamily Buildings Structures (including elderly homes and related). See NBMC 18.10.030 for each zone's permitted uses.			See Chapter 18.11 NBMC	25'	25'	See Chapter 18.12 NBMC	25'	25'				
e. Commercial Uses					15'	See Chapter 18.12 NBMC			15'			
5. Maximum Front Yard Setback: (6, 7, 16) (continued)	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
f. Industrial Uses						See Chapter 18.12 NBMC						
g. Other (public/quasi-public, utility, and resource areas (k, l, m from No. 1))						See Chapter 18.12 NBMC						
6. Minimum Side Yard Setback: (9, 10, 16)	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
a. Single-Family Dwellings (includes designated manufactured homes)	5' one side; 15' total	15' one side; 30' total	See Chapter 18.11 NBMC	5' one side; 10' total	See Chapter 18.12 NBMC	See Chapter 18.12 NBMC						
b. Cottages (10)	See Chapter 18.11 NBMC		See Chapter 18.11 NBMC		See Chapter 18.12 NBMC							

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:	COMMERCIAL DISTRICTS:	EMPLOYMENT PARK DISTRICTS:	POSPF DIST.:
c. Duplexes (at exterior side walls)	See Chapter 18.11 NBMC	5' one side; 15' total	See Chapter 18.12 NBMC	5' one side; 15' total
d. Triplex, Fourplex, and Other Multifamily <u>Buildings Structures</u> , including homes for the elderly and related (10)	See Chapter 18.11 NBMC	10' 10'	See Chapter 18.12 NBMC	10'
e. Commercial Uses			See Chapter 18.12 NBMC	
f. Industrial Uses			See Chapter 18.12 NBMC	25'
6. Minimum Side Yard Setback: (9, 10, 16) (continued)	LDR CLDR MDR HDR NMU	DC IC IMU NB BP	EP	POSPF
g. Public and Quasi-Public Uses	10'	10'	See Chapter 18.12 NBMC	10'
h. Utility Uses (8)	20' 20'	15' 15'	See Chapter 18.12 NBMC	25'
i. Resource Uses			See Chapter 18.12 NBMC	25'

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:		RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:	
		LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
7. Minimum Rear Yard Setback: (11, 16)													
a. Single-Family Dwellings	25'	25'	See Chapter 18.11 NBMC	25'	See Chapter 18.12 NBMC								
b. Cottages	See Chapter 18.11 NBMC												
c. Duplexes					25'	25'	See Chapter 18.11 NBMC	See Chapter 18.11 NBMC	See Chapter 18.11 NBMC	25'			
d. Triplex, Fourplex, and Other Multifamily <u>Buildings Structures</u> (including elderly homes and related)					320'	15'	See Chapter 18.12 NBMC	See Chapter 18.12 NBMC	320'				
7. Minimum Rear Yard Setback: (11, 16) (continued)	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF	
e. Other (commercial, industrial, public/quasi-public, utility, and resource uses (i, j, k, l, m from No. 1))	20'	20'	20'	20'	See Chapter 18.12 NBMC	20'		20'					
8. Maximum Building Height: (12, 16)	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF	
a. Single-Family Dwellings (includes designated manufactured homes)	35'	35'	See Chapter 18.11 NBMC	35'	See Chapter 18.11 NBMC								

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:	COMMERCIAL DISTRICTS:	EMPLOYMENT PARK DISTRICTS:	POSPF DIST.:
b. Single-Family Dwellings (includes designated manufactured homes) lots within floodplain are measured from lowest floor within the floodplain and lots of widths 50 feet wide or less, measured at the front property line	35'29" [*] See Chapter 18.11 NBMC	See Chapter 18.11 NBMC	See Chapter 18.12 NBMC	See Chapter 18.12 NBMC
c. Cottages	See Chapter 18.11 NBMC	See Chapter 18.11 NBMC	See Chapter 18.12 NBMC	See Chapter 18.12 NBMC
d. Duplexes	See Chapter 18.11 NBMC	See Chapter 18.11 NBMC	See Chapter 18.12 NBMC	See Chapter 18.12 NBMC
e. Triplex, Fourplex, and Other Multifamily <u>Buildings Structures</u> (including elderly homes and related)	35' 35'	35' See Chapter 18.12 NBMC	35' See Chapter 18.12 NBMC	35' See Chapter 18.12 NBMC
f. Commercial Uses		35' 35'	(12.b) See Chapter 18.12 NBMC	35' See Chapter 18.12 NBMC
g. Industrial Uses				35' 35'
8. Maximum Building Height: (12, 16) (continued)	LDR CLDR MDR HDR	NMU IC IMU NB	BP EP	POSPF
h. Public and Quasi-Public Uses	35' 35'	See Chapter 35' 35'	30' 30'	35' 35'

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:		RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
i. Utility Uses	30'	30'	30'	30'	30'	35'	30'	30'	35'	35'	35'	
j. Resource Uses												
9. Maximum Building Cover: (Percent of lot area or project depending on the zone) (13)	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	POSPF
a. Single-Family Dwellings (includes designated manufactured homes)	LDR-4 35%/ <u>50</u> 40% sfid/sfid w/ADU	35%/40% sfid/sfid w/ADU	See Chapter 18.11 NBMC	35%/ <u>50</u> 45% sfid/sfid w/ADU	35%/ <u>50</u> 45% sfid/sfid w/ADU	See Chapter 18.12 NBMC	See Chapter 18.12 NBMC	See Chapter 18.12 NBMC				
b. Cottages	See Chapter 18.11 NBMC		See Chapter 18.11 NBMC			See Chapter 18.12 NBMC						
c. Duplexes			See Chapter 18.11 NBMC	45%	45%	See Chapter 18.12 NBMC			45%			
d. Triplex, Fourplex, and Other Multifamily Buildings Structures (including elderly homes and related)				60%	60%	See Chapter 18.12 NBMC			60%			
e. Commercial, Industrial, Public/Quasi-Public, Utility, Warehousing, Distribution and Resource Uses (i, j, k, l, m from No. 1)						See Chapter 18.12 NBMC			80%			

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:				POS/PF DIST.:
	LDR	CLDR	MDR	HDR	NMU	DC	EC	IMU	NB	BP	EP	POS/PF	
10. Maximum Impervious Surface Coverage: (Percent of lot area or project depending on the zone) For lots within the floodplain, see NBMC 14.12.070 for additional regulations.													
a. Single Family, Cottage, and Duplex	65%	55%	See-Chapter-18.11-NBMC	65%	-	See-Chapter-18.12-NBMC	-	65%	-	-	-	-	
b. Triplex, Fourplex, and Other Multifamily Structures (including elderly homes and related)	-	-	-	75%	75%	See-Chapter-18.12-NBMC	-	75%	-	-	-	-	
c. Commercial Uses	-	-	-	-	-	See-Chapter-18.12-NBMC	-	-	55%	-	-	-	
d. Industrial Uses	-	-	-	-	-	See-Chapter-18.12-NBMC	-	-	55%	-	-	-	

EXHIBIT A

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:	
	LDR	CLDR	MDR	HDR	NMU	DC	IC	IMU	NB	BP	EP	
e. Other Uses (public and quasi-public utilities, and resource uses (e.g., from No. 1))	75%	-	75%	-	-	See Chapter 18.12 NBMC	-	-	55% with 10% bonus possible; see Chapter 18.34 NBMC	-	-	-
1044. Multifamily Maximum Building Size:												
a. Multifamily Structures Buildings (excluding elderly homes, related assisted living, and mixed-use building containing a retail/office component)					Not more than 10 units per MF bldg.	Not more than 10 units per MF bldg.	See Chapter 18.12 NBMC	Not more than 10 units per MF bldg.				
1142. Maximum Ground Floor Commercial Tenant Space: In all nonresidential zones, development shall comply with the standards set forth in Chapter 18.34 NBMC.												
1213. Floor Area Ratio (15): In all zones, development shall comply with the standards set forth in Chapter 18.34 NBMC.												

EXHIBIT A

North Bend Municipal Code
Chapter 18.10 ZONING DISTRICTS

Page 71/108

ACRONYMS/SYMBOLS

FAR	floor area ratio
GFA	gross floor area
NBMC	North Bend Municipal Code
p.d.u.	per dwelling unit
sf	square feet
'	feet
zero	(0')
blank cell	Use(s) are not allowed in zoning district or there is no standard

GENERAL NOTES – TABLE OF BULK AND DIMENSIONAL STANDARDS:

A. Relation to Table 18.10.030. Uses listed in the table of bulk and dimensional standards parallel, in sequential order, the uses listed in Table 18.10.030, except that uses in the table of bulk and dimensional standards are often aggregated. Design guidelines (Chapter 18.34 NBMC) and performance standards (NBMC 18.10.050) must also be consulted.

B. Application. Bulk and dimensional standards from Table 18.10.040 shall apply to principal and accessory buildings or structures. Additional standards for accessory uses, buildings, and structures on residential sites are addressed in NBMC 18.10.041.

FOOTNOTES – TABLE OF BULK AND DIMENSIONAL STANDARDS:

(1) Minimum lot size is a measure of the total area within the boundary lines of a lot (gross lot area) including the area of an easement, any critical areas and their buffers. If there is a conflict between the minimum lot size and the permitted number of dwelling units per acre, the minimum lot size controls. Minimum lot size refers to the smallest legally established single parcel of land that is required to construct a building or structure in that zone. The minimum lot size does not correlate to the density.

(2) The average lot size shall be 8,000 square feet, with a minimum lot size of 7,500 square feet. Chapter 17.25 NBMC, Residential Recreation and Common Space Requirements, shall be met.

(3) LDR Zone. Up to 25 percent of lots within a development may have a minimum front setback of 10 feet for homes with front loaded side-entry garages.

(4) There is no minimum lot size for multifamily residential buildingsstructures. The lot area per dwelling unit provision controls minimum and maximum lot sizes. The maximum residential density established for the underlying zone may be exceeded by up to fifty (50) percent of what is permitted within the underlying zone, provided that the development is constructed entirely within the existing building envelope in a building within a zone which permits multifamily housing. Health and safety standards such as fire and life safety shall be met within the building.

(5) Elderly Homes and Related Uses. Minimum lot area per dwelling unit required for complexes without individually self-sufficient living quarters is 700 square feet per unit. Minimum lot area per dwelling unit required for homes with individually self-sufficient living quarters is 1,000 square feet per unit.

(6) Front yard building projections including but not limited to awnings, cornices, eaves, bay windows, and other architectural features may project into front yard areas not more than 30 inches. Porches may project into front yard areas not more than five feet. For corner lots fronting arterial or collector streets, front yard building facades shall be set back from the street per line-of-sight requirements for fences as set forth in NBMC 18.18.175 within the clear view triangle area for traffic safety.

(7) For single-family detached dwellings in the LDR zoning district, cottages, duplexes, triplexes and fourplexes, garages or carports shall be set back a minimum of 20 feet from the property line to the face of the garage. Rear yard and alley access garages and/or carports are preferred. Garages or carports that gain access from an alley may be set back five feet from the alley property line to the face of the garage. See design guidelines, Chapter 18.34 NBMC. For other multifamily dwellings, parking areas, including but not limited to garages or carports, shall be located in rear yard areas; provided, that understorey parking may be provided below units.

(8) The 20-foot standard is for major utilities; there is no front yard setback requirement for minor utilities.

(9) Side yard building projections including but not limited to awnings, cornices, eaves, bay windows, and other architectural features may project into side yards not more than 24 inches. Porches may project into side yard areas not more than two feet. For corner lots, side yard building facades shall be set back 10 feet from the street, or per line-of-sight requirements in NBMC 18.18.175, to provide the clear view triangle area for traffic safety as necessary.

(10) Where more than one multifamily building sits on a lot, interior side yards shall be a minimum of 20-10 feet between two multifamily buildings. Side yard setback and minimum lot width apply only to buildings as a whole, and not to lots created for zero lot line units constructed as a part of such buildings. Townhome is a single-family attached unit in one building – zero lot line side yard setback permitted.

(11) Rear yard building projections including but not limited to awnings, cornices, eaves, bay windows, and other architectural features may project into rear yards not more than 30 inches. Porches and decks may project into rear yard areas not more than 15 feet.

(12) Building Height Allowed Exceedances.

a. Chimneys may extend approximately six feet above the maximum height measurement;

b. Bell/clock towers or similar architectural design features may extend not more than 10 feet above the 35-foot maximum height requirement in the IC zone; and in no case shall exceed 45 feet;

c. Church steeples are permitted up to 45 feet in applicable zoning districts.

d. Rooftop mechanical equipment may extend six feet over the height limit on commercial and industrial buildings if it is set back at least 15 feet from the edge of a roof and covers not more than 10 percent of a roof area.

e. Roof-mounted solar energy panels on any building may exceed maximum height by up to 48-inches, and on commercial and industrial buildings, may be otherwise be regulated as rooftop mechanical equipment.

b. DC Zone. Maximum building heights from Sydney Avenue North to Downing Avenue North, south of West Second Street (excluding the historic district) shall be 45 feet. Maximum building height, all other areas, shall be 35 feet.

(13) Maximum building coverage applies to principal and accessory buildings and structures on a site, including garages. It does not apply to driveways, parking lots/parking areas, decks/patios, or other nonstructural elements.

(14) Mixed Building Provision. In the case of mixed-use buildings (e.g., first floor commercial/second floor residential or vertical mix), standards of the first floor use shall apply except that the minimum lot size shall meet the requirements for residential upper floor dwellings.

(15) Floor area ratio is equal to the gross building floor area, divided by net on-site land area (square feet). For example, an FAR of 0.25 means a 2,500-square-foot building could be constructed on a lot with 10,000 square feet of net buildable area.

~~(16) Transfer of development rights (TDR) is defined and regulated by Chapter 18.36 NBMC.~~

(16) For new construction or retrofit of existing buildings meeting passive house requirements, the following additional setback provisions shall be allowed consistent with state law:

a. The building is allowed to exceed the maximum roof height by eight inches to accommodate additional insulation, not including building heights when measured to parapet walls.

b. Any required setback shall be measured to the outside face of the foundation, and the portion of exterior wall assemblies that include insulation shall be allowed to project up to eight-inches into setbacks on all sides.

(Ord. 1824 § 5 (App. B), 2024; Ord. 1760 § 2 (Exh. B), 2021; Ord. 1748 § 1 (Exh. A), 2021;

Ord. 1664 § 2 (Exh. B), 2018; Ord. 1659 § 2 (Exh. B), 2018; Ord. 1653 § 4 (Exh. A (part)),

2018; Ord. 1590 § 3 (Exh. B), 2016; Ord. 1578 § 4 (Exh. B), 2016; Ord. 1576 § 4 (Exh. B), 2016; Ord. 1540 § 1 (Exh. A (part)), 2014; Ord. 1517 § 1 (Exh. C), 2014; Ord. 1514 § 1 (Exh.

A (part)), 2013; Ord. 1492 § 1 (Exh. A (part)), 2013; Ord. 1464 § 1 (Exh. A (part)), 2012;

Ord. 1404 § 1 (Exh. A (part)), 2010; Ord. 1385 § 3, 2010; Ord. 1334 § 2, 2008; Ord. 1325 § 1

(part), 2008; Ord. 1262 § 2, 2006; Ord. 1256 § 1 (part), 2006; Ord. 1194 § 1 (part), 2003; Ord.

1164 § 3, 2002; Ord. 1053 § 27, 1998; Ord. 1020 (part), 1997).

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

A. Detached garages and carports shall be located in side yard or rear yard areas only. All other accessory uses, buildings, and structures to residential uses single family dwellings, with the exception of fences and permitted ADU's (addressed under Performance Standards below), shall be located strictly in rear yard areas unless explicitly stated otherwise.

B. Detached garages and detached carports shall maintain five-foot side yard and five-foot rear yard setbacks; however, side or rear yard setbacks may be reduced to zero feet on one side yard lot line if the side yard on the opposite side is a minimum of 15 feet for single-family and 10 feet for cottage. All other accessory uses and structures to single-family dwellings shall maintain five-foot side and rear yard setbacks.

C. For multifamily dwellings, accessory uses, buildings and structures shall be located strictly in rear yard areas, and maintain the same standards in subsections (C)(2) and (3) of this section, except that:

1. Garages may be located under residential units.
2. Clubhouses, recreation centers, pools, or sport courts may be located per site plan review and approval.
3. Fences shall be regulated per NBMC 18.18.175.

D. On corner lots, to provide a clear view/sight-distance triangle per NBMC 18.18.175, a 10-foot side yard setback is required for accessory buildings or structures.

E. Height of accessory building or structures shall not exceed 25 feet.

F. Nonconforming Lots and/or Structures. Lots, buildings, structures, and/or land uses legally created and/or legally in existence prior to the adoption date of these standards are not subject to the bulk and dimensional standards herein; provided, that any remodeling, reconstruction, or new construction on such lots or to such buildings or structures shall meet all bulk and dimensional standards.

G. Conflict with Other Code Provisions. Where bulk and dimensional standards conflict with other standards, provisions of NBMC 18.04.020 shall apply.

H. Site perimeter landscaping requirements in Chapter 18.18 NBMC shall apply to all sites unless precluded by placement of a building to a conflicting minimum setback distance.

I. Shall comply with NBMC 18.10.050(1.52), Land Use Performance Standards. (Ord. 1334 § 3, 2008).

18.10.050 Table of performance standards.

To further implement purposes of the zoning title, and to further implement purposes of the respective zoning districts, performance standards are established for respective land uses in Table 18.10.050, Land Use Performance Standards. For all performance standards related to the DC zone, please see Chapter 18.12 NBMC.

PREFACE: The following table of performance standards is to be utilized in conjunction with Table 18.10.030. Within the latter table, uses that have specific performance standards are preceded with an asterisk (*). In turn, the required performance standards are listed in this table. The following standards are in relation to basic use provisions; they are not exhaustive, as additional city codes and regulations, as well as regional, state, federal, or other guidelines, standards, requirements, and/or regulations may apply to land uses and land developments. Therefore, applicants for land uses or developments must become familiar with all applicable standards. This table includes standards for some uses that are not listed in Table 18.10.030, as well as environmental quality performance standards that apply to all land uses (see Sections 7.00 and 8.00, respectively, below).

EXHIBIT A

Table 18.10.050 – Land Use Performance Standards

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
1.00 RESIDENTIAL:	
a.	All permitted business uses must obtain a North Bend business license.
b.	All residential development shall comply with Chapter 17.25 NBMIC, Residential Recreation and Common Space Requirements.
c.	New first floor residential is prohibited in the NIMU zone <u>when directly adjacent to North Bend Way.</u>
d.	To minimize driveway cuts and provide for less congestion along North Bend Way, residential uses and subdivisions shall be accessed by existing or future streets, not driveways, and/or take primary access off Cedar Falls Way or other secondary street.
e.	Street layout and plat design shall create efficient, well-connected streets and neighborhoods. The alignment of neighborhood streets shall provide for continuation and connectivity to adjacent parcels and neighborhoods.
f.	Residential plats adjacent to the Burlington Northern right-of-way, future Tanner Trail extension, shall provide pedestrian/trail access to and from the future Tanner Trail.
g.	See NBMIC 18.34.050 for single-family design standards and guidelines and Chapter 18.11 NBMIC for existing <u>Medium-Density</u> residential standards.
h.	Residential zoning districts within the transitional landscape area (TLA) shall require the following:
i.	Landscaping. Requires the transitional landscape area and landscaping as shown on Figure 1-5 of the North Bend Comprehensive Plan, Land Use Chapter.
ii.	Where a TLA affects more than 20 percent of the total gross area of any parcel, the TLA may be reduced such that not more than 20 percent of the total gross area of the parcel is affected by the TLA. No fences shall

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>be constructed within the landscape transition zone, except along Interstate 90 (I-90).</p> <p>Regional trail linkages are allowed within the TLA.</p> <p>For all single-family and owner-occupied townhomes or condos that have garages, the garage shall be “electric vehicle ready” or “EV-ready” with a connection centered on the garage wall unless an alternate location is selected by a future user.</p> <p>“Electric vehicle ready” or “EV-ready” means a parking space that is designed and constructed to include a fully wired circuit with a 208/240-volt, 40-amp electric vehicle charging receptacle outlet or termination point, including conduit, and wiring and the electrical service capacity necessary to serve the receptacle, to allow for future installation of electric vehicle supply equipment.</p>
1.00 RESIDENTIAL: (continued)	<p>Manufactured home must be a new manufactured home and is required to comply with all single-family home standards;</p> <p>The manufactured home must be set upon a permanent foundation, as specified by the manufacturer, and that the space from the bottom of the home to the ground be enclosed by concrete or an approved concrete product which can be either load-bearing or decorative;</p> <p>The manufactured home must comply with all local design standards applicable to all other homes within the neighborhood in which the manufactured home is to be located;</p> <p>The home must be thermally equivalent to the State Energy Code;</p> <p>The manufactured home must otherwise meet all other requirements for a designated manufactured home as defined in RCW 35.63.160; and</p> <p>Must meet the requirements of NBMC 18.34.050 for single-family design standards.</p>
1.12 Designated Manufactured Homes	<p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p>
1.13 Manufactured Home Parks	Must meet applicable standards of North Bend Municipal Code (NBMC Title 16).

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>b. Shall also meet designated manufactured home standards (see 1.12 above), except that homes can be single-wide.</p> <p>c. Must meet the minimum number of floor plans and garage setback requirements in NBMC 18.34.050 for single- family design standards.</p> <p>d. No new parks are allowed. Existing legal mobile home parks or manufactured home parks are allowed to replace homes consistent with current code and shall not be subject to Chapter 18.30 NBMC, Nonconforming Uses.</p>
1.00 RESIDENTIAL: (continued)	<p>1.20 <u>Multifamily</u> <u>Structures</u> <u>Buildings</u></p> <p>a. In the NIMU zone, new multifamily dwellings <u>are allowed</u> are not permitted on lots with North Bend Way frontage when commercial uses are placed along the entire frontage. or Bendigo Boulevard shall be second story or above in the NIMU zoning district. The first-floor residential portion shall not exceed 40% of the net area of the lot.</p> <p>For properties with more than 500 lineal feet along North Bend Way buildings shall be oriented to create one unobstructed 60-foot-wide view corridor per 500 lineal feet through the site to natural surroundings in locations determined by the city. The corridor shall provide visual penetration through the site to the surrounding mountains or other natural features and at least 50 percent of the area of the view corridor shall be open space. An unobstructed view means there are no buildings within such view corridor. If only one corridor is required the entire corridor shall be open space, unless otherwise approved by the director.</p> <p>Multifamily <u>buildings</u> shall shall be designed to include usable covered decks, porches, and/or balconies.</p> <p>For multifamily <u>buildings</u> <u>four units and greater</u> buildings architectural features on buildings shall include large rough timbers, natural stone, hand crafted materials, use of natural materials, large roof overhangs, and other architectural features typically seen in mountain or alpine buildings. No white vinyl window frames are allowed.</p> <p>For residential developments of 50 units <u>or more</u>, a mix and diversity of multifamily building structures shall be provided including duplex, triplex, and fourplex. No more than 20 percent of the total number of buildings in the</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
1.31 Adult Family Homes	<p>development may contain the maximum number of dwelling units per building allowed.</p> <p>a. A North Bend business license is required.</p> <p>b. Up to six adults maximum are allowed.</p> <p>c. Must comply with applicable local, county and state standards related to building, fire, safety, health, and operations, including but not limited to those in Chapter 388-76 WAC.</p> <p>d. Must be a single-family detached dwelling.</p>
1.00 RESIDENTIAL: (continued)	<p>A North Bend business license is required.</p> <p>Childcare facilities must comply with all applicable building, fire, safety, health, and business licensing requirements, including a license from the Department of Early Learning.</p> <p>Childcare/day care facilities shall have hours of operation where there are no drop-off/pick-ups of children, or deliveries, between the hours of 10:00 p.m. and 5:00 a.m., unless the facility is located on a collector or arterial street.</p> <p>In approving, conditioning, or denying an application for a childcare center or family day care business license, the city may consider, in addition to respective criteria for each use, the following:</p> <ul style="list-style-type: none"> i. The location of the proposed facility in relation to traffic impacts and safety concerns to the adjacent neighborhood. ii. The impacts the proposed facility may have on the residential character of the neighborhood. iii. The cumulative impacts of the proposed facility in relation to similar city-approved facilities in the immediate vicinity.

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>iv.</p> <p>The imposition of a condition under which the city reserves the right to impose conditions or to reconsider the facility within a certain time frame from approval date, based on complaints filed with the city on violation of childcare/day care or home occupation facility standards.</p>
1.33 Homes for the Elderly and Related	<p>Must comply with all applicable guidelines and standards of the Washington State Department of Social and Health Services or its successor agency.</p> <p><u>Any change of use from that of senior citizen housing will immediately cause all provisions of the zoning code to apply without regard to the bulk and dimensional standards of Table 18.10.040 or the reduced-parking requirement of NBMC 18.16.090, which otherwise may apply to senior citizen housing, and should housing be so changed from senior citizen housing, alternatives will immediately be required in order to gain code compliance, such as vacating units which cause excess density and conversion of such vacated units to facilities for use in common by the remaining project residents; and further, such as by immediately securing additional parking so as to meet parking requirements, or by converting additional dwelling units so as to meet parking requirements. Any delay that may be allowed by the city in implementing any application of municipal code requirements will not constitute a waiver of the full applicability of requirements of this zoning code, and developers of senior citizen housing will be deemed to be fully on notice that any bonus or requirement reduction relating to senior citizen housing applies only so long as the project is used for senior citizen housing.</u></p> <p><u>Any developer of senior citizen housing is obligated to give six months' prior notice to the city of intent to abandon senior citizen housing status, and if the new use does not comply with requirements of this title, including but not limited to those pertaining to bulk and parking requirements, the occupancy permit for the building shall be revoked.</u></p> <p>c.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
1.35 Transitional Housing	a. Must comply with all standards of the zone in which the transitional housing is located.
1.36 Permanent Supportive Housing	a. Must comply with all standards of the zone in which the permanent supportive housing is located.
1.42 Boarding Houses/ <u>Co-living Housing</u>	<p>a. A North Bend business license is required.</p> <p>May not exceed two boarding rooms; must be owner occupied.</p> <p>Must meet any applicable county and/or state standards and regulations, in addition to local codes, including but not limited to building, fire, safety, and health codes. See additional limitations on regulation of boarding houses and co-living housing in RCW 36.70A.535.</p> <p>Must be in a single-family detached dwelling or related ADU.</p>
1.00 RESIDENTIAL: (continued)	
1.51 Accessory Residential Uses	<p>a. In residential districts, may include but are not limited to carports and garages, fences, decks, patios, swimming pools, sports courts, hot tubs, storage buildings, other outbuildings, accessory dwelling units (ADUs), and recreation and social clubhouses associated with multifamily developments. An accessory use may be attached (i.e., located within or sharing one full wall in common with a residence) or detached (i.e., in a separate building or structure or outbuilding to the dwelling).</p> <p>Detached accessory uses on lots smaller than three-fourths acre in size shall not be higher than 25 feet to the highest point of the building or structure.</p> <p>Detached accessory uses on lots smaller than three-fourths acre in size shall cumulatively not have a building footprint more than 75 percent of the building floor area of the principal <u>building or structure</u>; provided any single-family home shall be allowed to have up to 500 square feet of detached garage or carport and any cottage or multifamily unit shall be allowed to have up to 250 square feet of detached garage or carport per dwelling, and ADU guidelines (below) must be met. For multifamily housing units, the 75 percent standard shall be measured against the largest principal <u>building or structure</u> on site. Uses that do not require a building permit (buildings less than 200 square feet), as well as swimming pools, sports courts, and other nonstructural site elements, are excluded from the footprint calculations.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>d. Detached accessory uses on lots of three-fourths acre in size or larger may be larger than the height and size limitations established in (b) and (c) above, if set back a minimum of 20 feet behind the front wall of the principal residential building <u>or</u> structure, and a minimum of 10 feet from side or rear lot lines.</p> <p>e. Buildings or structures containing an accessory use shall meet the setback requirements of the primary residential building <u>or</u> structure if the buildings <u>or</u> structures are attached. Fences, and decks not over 30 inches in height, are excluded from this provision.</p> <p>f. Must comply with standards in NBMC 18.10.041 unless otherwise superseded by the standards in this section.</p>
1.00 RESIDENTIAL: (continued)	<p>Principal residential units are permitted to have two ADUs.</p> <p>An ADU may be attached (i.e., located within or attached to a principal dwelling) or detached (i.e., incorporated in a garage or other outbuilding to the principal dwelling).</p> <p>ADUs shall not be larger than 1,000 square feet.</p> <p>ADUs may be sold as condominiums subject to preparation of a condominium map per NBMC 17.24.</p> <p>ADUs shall conform to building and previous surface coverage requirements.</p> <p>ADUs shall conform to the following bulk and dimensional standards:</p> <ol style="list-style-type: none"> Attached ADUs shall meet the bulk and dimensional standards applicable to the principal residential unit. Detached ADUs shall meet the bulk and dimensional standards applicable to the principal unit and maintain a minimum five-foot side yard and ten-foot rear yard setbacks. Detached ADUs shall not exceed 25' in height to the highest point of the ADU building <u>or</u> structure. On corner lots, a 10-foot side yard setback is required on the side street.

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>g.</p> <p>h.</p> <p>i.</p> <p>j.</p> <p>iv.</p> <p>v.</p> <p>ADUs shall meet all building, electrical, fire, plumbing, parking, design standards and other applicable code requirements, except that street frontage improvements are not required for ADUs consistent with RCW 36.70A.681. <u>Fire requires a 5' access to the roadway, parking lot, or general access area. If an ADU is more than 150' from the street, sprinkling is required.</u></p> <p>ADUs are permitted for existing single-family detached dwellings within zones that do not allow single-family residential as a new use.</p> <p>ADUs shall be recorded on the property title with the King County Recorder's Office. It is the responsibility of the property owner to document the recording prior to final inspection. A copy of the recording shall be provided to the City. The City shall withhold issuance of the Certificate of Occupancy until a copy of the recording is on file.</p> <p>Homeowners Associations are not permitted to prohibit the development of ADUs. Associations with covenants, conditions and restrictions or HOA agreements legally established prior to July 23, 2023 that prohibit the development of ADUs are permitted to continue those already established ADU prohibitions.</p>
1.00 RESIDENTIAL: (continued)	<p>1.53 Home Occupations</p> <p>a.</p> <p>b.</p> <p>A North Bend business license is required, and a home occupation may only be undertaken in a residential dwelling unit in which the operator of the home occupation actually resides. A home occupation business license shall be issued under and subject to Chapter 5.04 NBMIC, and shall further be subject to the following provisions.</p> <p>A home occupation business license shall not be granted in any case for automobile-related services, direct sale of merchandise on the premises, warehousing of materials, manufacturing that involves the conversion of raw materials, medical marijuana collective gardens or any other use involving</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>legal sales or exchanges of marijuana, the provision of tattoos, or the provision of body piercings. Interior, incidental storage not to exceed 500 and 300 cubic feet of materials, respectively, for single-family and multifamily housing units is permitted. Exterior storage is prohibited, except for the growing or storing of plants in rear or side yards of SFDDs that are associated with the home occupation.</p> <p>c. Not more than 25 percent or 500 square feet, whichever is less, of the total floor area of a dwelling unit shall be devoted to the home occupation, excluding attached garages and other accessory <u>building or structures</u>.</p> <p>d. No more than one person who is not a resident of the dwelling can participate in the home occupation.</p> <p>e. No use of electrical or mechanical equipment which would change the fire rating of the <u>building or structure</u> or which would create audible or visible interference in radio or television receivers or which would cause fluctuations in line voltage outside the dwelling is allowed. If deemed necessary, the business shall be inspected by the fire marshal, and the applicant must commit to implement all required fire safety measures within a stated time period.</p> <p>f. In addition to parking required for the residents and one permitted nonresident employee, there can be no more than two vehicles parked on or in the vicinity of the property as a result of the business at any one time.</p> <p>g. There can be no more than two deliveries per day either to or from the residence by a private delivery service, and no other use of a commercial vehicle other than that normally used by the applicant or an employee is allowed.</p>
	<p>1.00 RESIDENTIAL: (continued)</p> <p>1.53 Home Occupations (continued)</p> <p>h. In approving, conditioning, or denying an application for a home occupation business license, the city may consider, in addition to respective criteria for each use, the following:</p> <p>i. The location of the proposed facility in relation to traffic impacts and safety concerns to the adjacent neighborhood.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>ii. The impacts the proposed facility may have on the residential character of the neighborhood.</p> <p>iii. The cumulative impacts of the proposed facility in relation to similar city-approved facilities in the immediate vicinity.</p> <p>iv. The imposition of a condition under which the city reserves the right to impose conditions or to reconsider the facility within a certain time frame from approval date, based on complaints filed with the city for violation of family day care or home occupation business license standards.</p> <p>Within all commercial zones, no home occupation business license will be issued for a use that is otherwise prohibited in the underlying zone.</p> <p>Signs for home occupations shall be mounted on or adjacent to a front door and may not exceed two square feet in cumulative area.</p>
i.	
j.	
1.54	<p>Upper Floor Dwelling Units (Mixed-Use)</p> <p>a.</p> <p>Upper floor dwelling units/<u>horizontal</u> mixed-use buildings with <u>commercial</u> <u>ground floor</u> shall meet the North Bend commercial design standards.</p>
1.55	<p>Interim Housing</p> <p>a.</p> <p>Interim housing uses are temporary and must comply with procedures and standards outlined in Chapter 18.22 NBMC.</p>
2.00 COMMERCIAL:	<p>a. All commercial uses must obtain a North Bend business license.</p> <p>b. To provide for increased safety for pedestrians and vehicles along North Bend Way, access shall be off existing secondary streets and/or alleys whenever feasible or via joint use driveways shared between multiple parcels. Driveways serving a single user should be avoided.</p> <p>c. Commercial development within the TLA shall meet the following requirements:</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>i. Landscaping. Requires the transitional landscape area and landscaping as shown on Figure 1-5 of the North Bend Comprehensive Plan, Land Use Chapter.</p> <p>ii. Where a TLA affects more than 20 percent of the total gross area of any parcel, the TLA may be reduced such that not more than 20 percent of the total gross area of the parcel is affected by the TLA.</p> <p>iii. Permitted signs in these areas shall meet the performance standards for low-density residential zoning districts, provided front lighting is down-lit only.</p>
	<p>iv. Regional trail linkages are allowed within the TLA.</p> <p>d. Lighting shall be full-cut fixtures and comply with the performance standards identified in Section 8.40, Glare, and those in Chapter 18.34 NBM.</p> <p>e. Unless otherwise noted below with specific uses, storage of all associated uses (i.e., parts, equipment and service areas) should be screened from view using 15-foot-wide Type 1 landscaping and located to the side or rear of the development.</p> <p>f. Fences along street frontages shall not be galvanized chain link. If chain link is used for fencing along street frontages it shall be black, green or brown and powder or plastic coated.</p>
2.00 COMMERCIAL: (continued)	
2.01 Adult Entertainment Facilities	<p>a. Adult entertainment establishments shall be conditionally permitted under Chapter 18.24 NBM.</p>
2.03a Boat and Watercraft Sales	<p>a. Storage of all outdoor parts, equipment and service areas shall be located to the rear of the property and screened using 20-foot-wide Type 1 landscaping.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
2.03b	Car Wash
2.03g	Gas and Service Station
2.03h	Motorcycle Sales/Service
2.03i	Paint and Body Shop
2.03j	Parts Store
2.03k	Auto Rental and Leasing
2.03l	Repair and Service Shop
2.03m	RV/Commercial Truck Sales
2.03n	Sales (new and used auto passenger truck)
2.03o	Snowmobile Sales/Service
2.03p	Tire Shop Sales and Service
2.03q	Towing and Impound yard
2.00 COMMERCIAL: (continued)	
2.03m	Commercial Truck Centers/Service Areas

Substantial improvement of existing commercial truck center/service area facilities shall make available electrical capabilities or other means for each truck to eliminate idling. “Substantial improvements” shall be defined to mean improvements worth more than 50 percent of the assessed value of the improvements as determined by the King County assessor.

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>b.</p> <p>The required amount of vehicular use area landscaping shall be met; however, the location of said landscaping may be adjusted and placed on the perimeter or as a consolidated feature as approved by the director.</p> <p>Commercial truck parking areas shall not be located adjacent to public streets, unless a 30-foot Type 2 landscape buffer is provided.</p>
2.06 Business and Professional Office	<p>c.</p> <p>In the BP and EP districts, only business offices associated with the principal, underlying employment park uses are allowed.</p>
2.10 Equipment Rental – Heavy Equipment	<p>a.</p> <p>Storage of all outdoor parts, equipment and service areas shall be located to the side or rear of the property and screened with 15-foot-wide Type 1 landscaping.</p> <p>Fences along street frontages shall not be galvanized chain link. If chain link is used for fencing along street frontages it shall be black, green or brown and powder or plastic coated.</p>
2.10a Equipment Rental	<p>a.</p> <p>All storage of equipment must be in a fully enclosed building or otherwise screened from view behind or to the side of the primary building. Fifteen-foot-wide Type 1 landscaping shall be used around all storage of outdoor equipment and fences used for screening shall not be galvanized chain link. If chain link is used for fencing along street frontages it shall be black, green or brown and powder or plastic coated.</p>
2.16 Hotel and Motel	<p>a.</p> <p>Hotels and motels shall comply with the performance standards herein and with the commercial/mixed-use/industrial design standards and guidelines set forth in NBMC 18.34.050. In the event of conflict between or among any such provisions, the more restrictive as determined by the city shall apply.</p> <p>Commercial building height, in the IMU zone, may be increased to 55 feet for a hotel subject to compliance with the performance standards herein and the commercial/mixed-use/industrial design standards and guidelines set forth in NBMC 18.34.050.</p> <p>Commercial building height in the IC zone may be increased up to 65 feet for a hotel subject to incorporation of amenities such as restaurant/bar open to the general public, public parking (if needed as determined by director), increased open space/outdoor plaza, additional landscape buffer, and/or public park, etc. Any height above 55 feet may permit a flat rooftop structure.</p>
	<p>b.</p> <p>c.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>d. The allowance of hotels up to 65 feet in height shall be limited to one hotel within the boundary of the IC zone off Highway 202/Bendigo Boulevard. Eaves of not less than 24 inches shall be provided for all roofs if building includes eaves.</p>
2.00 COMMERCIAL: (continued)	
2.16 Hotel and Motel (continued)	<p>f. For hotels exceeding 35 feet in height, all roof-installed mechanical equipment including, but not limited to, elevator shafts, fire staircases, etc., must be hidden within the roof elements or otherwise not visible from the exterior.</p> <p>g. Air conditioning units shall not project from the face of the building, and shall be integrated into the window system or other centralized system where the units are not visible from the exterior. Any air intakes shall be integrated into the building architecture.</p> <p>h. All exterior building lighting shall be full cut off fixtures. Fixtures shall not be visible from neighboring residentially zoned properties, and shall be placed under balconies or eaves, or otherwise as approved by the city.</p> <p>i. Each unit or room shall provide a window a minimum six feet in width with a transom panel to a minimum height of eight feet, unless otherwise approved by the city during the design review process.</p> <p>j. The following minimum floor heights shall apply:</p> <p>i. Ground Floor Common Areas. Twelve-foot to ceiling height, measured floor to ceiling, except for interior design and accent features.</p> <p>k. Signs. The following performance standards apply to hotels within the IMU or IC zone, and shall control over those set forth in Chapter 18.20 NBM or any other provision of this code:</p> <p>i. Signs shall be compatible with and not obscure or detract from the architecture, scale, materials and color of the associated building.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>ii. Pole signs are prohibited.</p> <p>Building-mounted signs shall be limited to five percent of the facade for each building frontage (up to four) with no sign greater than 75 square feet. Signs shall not be oriented towards or be visible from adjacent residentially zoned properties that are exclusively zoned residential.</p> <p>iv. Monument signage shall be limited to a total of 40 square feet, including base, and shall be limited to external down-lit illumination only.</p> <p>v. One entry feature sign is allowed at an ingress and egress point and shall be limited to 10 square feet with external down-lit illumination only.</p> <p>vi. Panel signs shall not be allowed for building-mounted signs. No unarticulated panel signs shall be allowed for monument signs.</p> <p>vii. Building-Mounted Signs. Illumination may include overhead downlighting, subdued halo back lit single stroke neon, opaque can sign with illuminated letters (no box can signs), or channel letters. Unarticulated signs and full internally lit signage are prohibited.</p>
2.00 COMMERCIAL: (continued)	<p>2.16 Hotel and Motel (continued) 1. To help the building blend with its surrounding natural viewscapes, primary building and trim colors shall be natural warm tones of tan, brown, dark gray,</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	brick red, green or blue. Creams, light grays and whites collectively are limited to no more than approximately one-third of the total building facade.
m.	Roof color for pitched roofs shall be natural dark tones of tan, brown, red, green or gray. All other colors are prohibited.
n.	Building materials shall be high quality manmade or natural materials such as wood, brick, stone, cultured stone or other high quality and durable material, as approved by the director. Stucco and concrete masonry unit (CMU) shall be limited to no more than 70 percent of a building's primary facade(s). Vinyl and synthetic stucco is prohibited.
o.	For perimeter landscaping: Type 2 landscaping, as described in NBMC 18.18.080, shall be provided in place of Type 3 landscaping to increase the quantity of evergreens to increase screening functions, and to reduce visual impacts from surrounding views and vistas. Low impact strategies shall be incorporated into the parking lot design and landscaping.
p.	For any hotels on property fronting to Bendigo Boulevard between I-90 and the South Fork Snoqualmie River, the existing trees within the right-of-way of Bendigo Boulevard shall be retained to the greatest extent possible to maintain the landscaped boulevard character of this right-of-way. Required frontage sidewalks or pathways and utilities shall be placed to the rear of the trees, which may require dedication of additional right-of-way or granting of easements. Any trees that must be removed shall be replaced with the same species, or other tall-growing substitute species approved by the director that are consistent with the overall landscape character of the boulevard and provide equivalent screening within five years. Prior to approval of the site plan, a screening landscape plan with arborist review and recommendation shall be approved by the city. Replacement and supplemental right-of-way landscaping shall be installed at the earliest possible point in the development review process to enable growth to occur, and no later than issuance of the grading permit, which may involve reimbursement to the city for such work.
q.	For hotels located south of I-90, improved pedestrian safety shall be provided at the roundabout, including the I-90 on- and off-ramps at Exit 31, to allow safe pedestrian access to North Bend's commercial areas located north of I-90. Such measures may include, but are not necessarily limited to, the installation of in-roadway warning light crosswalk systems at the crosswalks.

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>r. Hotels and motels shall only permit lodging for short term stay use or other granting of similar use of real property for a period of less than 30 consecutive days.</p> <p>s. Balconies are not required, but are encouraged whether usable or decorative.</p>
2.17 Lumber and Associated Sales	<p>a. Storage of all outdoor merchandise and equipment shall be located to the rear or side of the property. Ten-foot-wide Type 2 landscaping is required when these areas front a street.</p>
2.00 COMMERCIAL: (continued)	
2.19 Nursery, Landscape, and Garden Supply	<p>a. Outdoor storage or stockpiling of soil, bark chips, gravel, railroad ties, or related bulk landscape materials for sale or resale is prohibited in the DC zoning district; incidental business use of these materials is permitted. In the NMU and BP districts, the outdoor storage or stockpiling standard shall be limited to not more than 125 cubic yards of bulk (nonpackaged) materials.</p>
2.22 Recreational Vehicle Park and Campgrounds	<p>a. Must provide adequate utilities, including but not limited to potable water supply, sewage disposal facilities, and electrical connections, as specified by the city's building inspector, King County health department, or relevant authority.</p> <p>b. Rental Space Size. Minimum rental space size for those sites having utility hookups (including cabin units) shall be 1,200 square feet. Minimum rental space size for those sites not having hookups shall be 1,000 square feet. Minimum rental space size shall not include any area required for access roads, service buildings, recreation areas, office and similar RV park needs. A minimum of 10 percent of the sites shall be for the exclusive use of basic tent camping.</p>
2.00 COMMERCIAL: (continued)	
2.22 Recreational Vehicle Park and Campgrounds (continued)	<p>c. The minimum distance between rental spaces shall be 15 feet. Larger separation buffers a minimum of 20 feet in width with retained or planted trees and Type 2 landscaping shall be provided between every fifth (or fewer) rental space, such that no more than four rental spaces are at the minimum separation distance. Healthy existing tree clusters shall be incorporated wherever possible and considered in determining where to place the rental spaces and larger separation buffers.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>d. New RV parks are intended for short-term camping and recreational use, and shall impose a maximum length of stay of 45 consecutive days in any one-year period for any occupants or RV vehicles. RV parks in existence as of December 2016 shall impose a maximum length of stay of 180 days in any one-year period.</p> <p>In addition to conformance with perimeter landscape regulations in Chapter 18.18 NBMC, a minimum of two evergreen trees shall be provided adjacent to each rental space, which may include retained existing trees. The ground area between rental spaces and within the recreation areas shall be covered with preserved native vegetation, grass lawn or other landscaping.</p> <p>A minimum of 40 percent of all significant trees as defined in Chapter 19.10 NBMC shall be retained on site within a recreational vehicle park. 0.33 significant tree credits will be provided for each nonsignificant tree over 12 feet tall retained on the site. Refer to Chapter 19.10 NBMC for all other tree-preservation requirements.</p> <p>To preserve the scenic, forested character along I-90, a designated National Scenic Byway, RV parks on properties adjacent to I-90 at Exit 34 shall retain the native vegetation within the 50-foot native growth protection easement identified along I-90 in the Edgewick Village Plat of 1980.</p> <p>Recreational vehicle pads may be graveled or paved. All other parking, driveways and drive aisles shall be paved as required per Chapter 18.16 NBMC.</p> <p>Up to 30 percent of the sites within the RV park may be occupied by cabin units for the purpose of short-term rental occupancy. Cabin units may consist of yurts or site-built cabins of a comparable size to an RV. The RV park shall impose a limit on occupancy of cabin units by any one party of no greater than 30 days in any one-year period.</p> <p>Site design shall be subject to the site-related provisions of the city's commercial design standards in Chapter 18.34 NBMC. All buildings, including cabin units, shall meet the following building-related performance standards:</p> <p>i. Materials used on buildings/cabins shall include rough timber or other natural materials or finishes typically</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>used on mountain buildings, and shall be stained or painted darker natural-tone colors to blend with the forested character of the site. Buildings and cabins shall not use vinyl or metal siding.</p> <p>ii. Buildings need not be built fronting to the sidewalk as may otherwise be required per Chapter 18.34 NBMIC, but may be located internal to the site behind required perimeter landscaping.</p> <p>iii. Recreational vehicle pads shall not be located adjacent to North Bend Way. Pads shall be placed behind required frontage improvements or primary site buildings.</p>
2.00 COMMERCIAL: (continued)	<p>iv. Site-built cabin units shall include a roof pitch of 4:12 or greater with eaves a minimum of 12 inches in depth, and contain a covered porch a minimum of 30 square feet or a stoop with a deck or patio a minimum of 30 square feet.</p> <p>v. Yurt cabin units shall include a deck or patio a minimum of 30 square feet.</p> <p>vi. All cabin units shall include either a foundation or wood or wood-lattice skirting around the exterior perimeter below any floor area.</p> <p>k. Appropriate examples:</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p></p> <p>1. The RV park shall keep all grounds and sites within the park well maintained and ensure that occupants do not store equipment or belongings outside of RVs or cabin units in quantities beyond that typical to camping or vacation use.</p>
2.00 COMMERCIAL: (continued)	<p>2.23a Indoor Shooting Range (Gun and Archery)</p> <p>a. All indoor shooting ranges shall comply with applicable local, state and federal laws, standards and regulations.</p> <p>All indoor shooting ranges shall implement industry best management practices.</p> <p>Noise Abatement. The building design or use must incorporate sound reduction techniques so that noise levels from the discharge of firearms do not exceed 50 dB as measured at the property line to residential zoned properties. Refer to Chapter 8.26 NBMIC, Noise Abatement and Control, for all other zones.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>d. Ventilation. HEPA filters are required for exhaust fans.</p> <p>Solid Lead. The application must provide a plan for the safe removal and disposal of lead and lead dust. Lead and lead dust may not be disposed of in either the storm or sanitary sewer system.</p> <p>f. Containment. Bullet traps, range walls, floors and ceilings must capture all bullets and arrows. Bullet traps, floors, walls and ceilings must all be sufficiently strong to prevent bullets and/or arrows from leaving the range room.</p> <p>g. Security. The application must include a security plan which at a minimum contains a continuously operating video surveillance system located on all exterior entrances.</p>
2.24b	<p>a. In the DC and IC districts, are permitted to be open for 24 hours. In the NMU, NB and IMU districts, are expected to be open for maximum 16-hour-per-day periods – not at night.</p>
2.24d	<p>a. Parking.</p> <p>i. For food trucks located in the Downtown Commercial area, no more than two public parking spaces may be occupied. Food trucks are not allowed along Orchard from SE 5th Street to Meadow Drive SE due to sight distance concerns and heavy pedestrian use areas. Further, food trucks are not allowed within vehicle sight triangles at intersections and shall not create any visual or safety obstructions at intersections.</p> <p>ii. No food truck located either in off-street public parking or on street public parking shall remain in excess of 24 consecutive hours, or as specifically posted.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>iii. Each site occupied by a food truck must provide or have available sufficient parking and vehicular maneuvering area for customers. Such parking need not comply with Chapter 18.16 NBMIC, Parking Regulations, but must provide safe and efficient interior circulation and ingress and egress to and from public rights-of-way.</p> <p>iv. No food truck shall park adjacent to or within 18 feet (on the same side of the street) of an existing restaurant unless they have the property owner's permission.</p> <p>Permits and Approvals.</p> <p>i. All food trucks shall be permitted under a food truck permit and pay the associated fee as established by the Taxes Rates and Fees Schedule. Food trucks permitted under a special events permit shall not be required to obtain a food truck permit.</p>
2.00 COMMERCIAL: (continued)	<p>ii. All food trucks must obtain a city of North Bend business license prior to occupancy of the site.</p> <p>iii. The food truck shall comply with all applicable standards of Public Health – King County, the Fire Marshal, state Labor & Industries insignia, and all other relevant state and local regulations.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>iv.</p> <p>The applicant shall supply to the city written authorization from the owner of property on which the food truck is to be located. If it is to be located on public right-of-way, an approved food truck permit shall serve as owner authorization. A right-of-way use permit is not required unless the food truck shall be parked for longer than 12 hours at one period.</p> <p>Additional Conditions.</p> <p>c.</p> <p>i.</p> <p>Applicant shall provide and maintain a private waste receptacle near the food truck and keep the public ROW free of litter, drink and food waste.</p> <p>ii.</p> <p>Food truck locations shall be kept clean and litter free at all times. All operations, including but not limited to: signs, refuse containers, generators, handwashing stations, etc., shall be confined to the approved location.</p> <p>iii.</p> <p>Upon completion and removal of the food truck, each site occupied by a food truck shall be free of debris, litter, or other evidence of the temporary use.</p> <p>iv.</p> <p>No dumping of any waste, grease, water, etc., into any drains is permitted at any time.</p> <p>v.</p> <p>If generators are being used, they must be quiet generators in good condition with a maximum of 55 dB(A).</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>vi. All materials, structures and products related to the food truck must be removed from the premises between days of operation, except between consecutive days of operation.</p> <p>vii. The director may establish such additional conditions as may be deemed necessary to ensure land use compatibility and to minimize potential impacts on nearby uses.</p>
2.26 and 2.27 Retail and Wholesale Sales	<p>In the BP and EP districts, retail sale of goods is limited strictly to those manufactured on premises, and sales areas may not occupy more than 15 percent of gross floor area.</p> <p>In the NMU zone, retail must occupy a minimum of 20 percent of the gross floor area.</p>
2.29 Storage Facilities	<p>a. The required amount of vehicular use area landscaping shall be met; however, the location of said landscaping may be adjusted and placed on the perimeter or as a consolidated feature as approved by the director.</p> <p>b. Fences along street frontages shall not be galvanized chain link. If chain link is used for fencing along street frontages it shall be black, green or brown and powder or plastic coated.</p> <p>In the NB zone, storage facility buildings are limited to two stories.</p>
2.00 COMMERCIAL: (continued)	
2.29c Outdoor Storage of Boats, Cars, Campers, Etc.	<p>Outdoor storage of boats, cars, campers, and the like shall be allowed for a business where point of sale occurs within the city or a business that provides rental space for the convenience of individuals wishing to store their personal boats, campers, etc.</p> <p>Storage of all outdoor parts, equipment and service areas shall be located to the side or rear of the property and screened from view using 15-foot-wide Type 1 landscaping. In the NB zone, side yard setbacks between adjacent parcels shall be a minimum of 15 feet wide and include Type 1 landscaping where outdoor storage is proposed.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>c.</p> <p>The required amount of vehicular use area landscaping shall be met; however, the location of said landscaping may be adjusted and placed on the perimeter or as a consolidated feature as approved by the director.</p>
2.32 Veterinary Clinic	<p>a.</p> <p>Exterior kennels or runs are prohibited in the NMU and DC zoning districts.</p>
2.35 Pawn Shop	<p>a.</p> <p>CUP review shall prohibit No security devices such as bars on the windows are allowed and businesses shall address aesthetics by limiting window signs and requiring an attractive facade and high-quality finishes and landscaping consistent with commercial design standards.</p>
2.41 Marijuana Related Uses (Producer, Processor, Retail and Other)	<p>See CChapter 18.60 NBMIC</p>
2.42 Indoor Emergency Shelter	<p>a.</p> <p>The density of emergency housing or shelter within a facility shall not exceed the requirements of the underlying zoning designation. No occupied structures may exceed occupancy limits set by the currently adopted building code.</p> <p>An operations and security plan for emergency housing facilities shall be required that addresses potential security and neighborhood impacts within 500 feet of the emergency housing facility.</p> <p>Must comply with all standards of the zone in which the indoor emergency shelter is located.</p>
2.43 Indoor Emergency Housing	<p>a.</p> <p>The density of emergency housing or shelter within a facility shall not exceed the requirements of the underlying zoning designation. No occupied structures may exceed occupancy limits set by the currently adopted building code.</p> <p>An operations and security plan for emergency housing facilities shall be required that addresses potential security and neighborhood impacts within 500 feet of the emergency housing facility.</p> <p>Must comply with all standards of the zone in which the indoor emergency housing facility is located.</p>
3.00 INDUSTRIAL:	
3.00 All Industrial Uses	<p>a.</p> <p>Must obtain a North Bend business license.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>b. To provide for increased safety for pedestrians and vehicles along North Bend Way, access should be off existing secondary streets and/or alleys whenever feasible or via joint use driveways shared between multiple parcels. Driveways serving a single user should be avoided.</p> <p>Industrial development within the TLA shall meet the following requirements:</p> <ul style="list-style-type: none"> i. Landscaping. Required per Chapter 18.18 NBMC, Landscaping Regulations, and as shown on Figure 1-5 of the North Bend Comprehensive Plan, Land Use Chapter. ii. Where a TLA affects more than 20 percent of the total gross area of any parcel, the TLA may be reduced such that not more than 20 percent of the total gross area of the parcel is affected by the TLA. iii. Permitted signs in these areas shall meet the performance standards for low-density residential zoning districts, provided front lighting is down-lit only. iv. Regional trail linkages are allowed within the TLA. <p>The maximum building size may be increased through CUP approval when creating a significant employment base at approximately one job/500 gross sq. ft., or as determined by the director.</p> <p>Lighting shall be full-cut fixtures and comply with the performance standards identified in Section 8.40, Glare, and with Chapter 18.34 NBMC.</p> <p>Unless otherwise noted below with specific uses storage of all associated uses (i.e., parts, equipment and service areas) should be screened from view using 15-foot-wide Type 1 landscaping and located to the side or rear of the development.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	g.
	Fences along street frontages shall not be galvanized chain link. If chain link is used for fencing along street frontages it shall be black, green or brown and powder or plastic coated.
3.00 INDUSTRIAL: (continued)	
3.00 All Industrial Uses (continued)	<p>h.</p> <p>In any new <u>building or structure</u> or building and for any new use, warehousing shall be limited to 80 percent of the gross area of the building or structure. In the event of multiple <u>buildings or structures</u> or buildings (e.g., campus style layout) operated by a single user, aggregate warehousing shall be limited to 80 percent of the total gross area of all buildings associated with that single user. “Single user” means a single business entity that shares management, controlling ownership interests, storage areas or shared ingress and egress into that business entity. “Warehouse” is a <u>building or structure used for the storage of goods and/or materials, where the total gross floor area dedicated to the storage of goods and/or materials exceeds 65 percent</u>. <u>provided, however, if an applicant can provide evidence and make a showing that the primary function of the use within such building or structure is manufacturing, assembly, or reassembly of goods and materials, then it shall not be defined as a warehouse.</u> Notwithstanding anything to the contrary in this section all existing uses and buildings (without regard to the foregoing 65 percent warehouse threshold) in existence as of September 21, 2010, and located within the BP zone, and any subsequent expansion of any such uses and buildings, including expansion into new buildings and uses associated with the existing use, shall be exempt from compliance with this provision.</p> <p>The city highly encourages all buildings to be constructed to meet the minimum program requirements of LEED, Leader in Energy Efficient Design, Silver Certification; however, this is not a requirement.</p> <p>i.</p>
3.11 Apparel, Fabrics, Etc.	<p>a.</p> <p>These uses are permitted as indicated in Table 18.10.030. Within the NMU and NB districts, the scale of industrial and/or manufacturing operations associated with these uses shall be limited and shall include limited truck or associated shipping and receiving traffic and generally limited land use impacts on surrounding properties and the zoning district. Additional mitigating conditions may be placed on the use through the SEPA process to address impacts of the use that are not addressed through conformance to the city's development regulations.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
3.15. <u>3.16.</u> 3.17. 3.18	b. Within the NMU and NB districts, limited scale industrial/manufacturing uses as listed herein, and as permitted by Table 18.10.030, Permitted and Conditional Land Uses, shall meet the following standards: Use shall not exceed the size limitation in NBMC 18.34.050 for ground floor single-user commercial square footage. i. Use must contain a retail storefront component, except as authorized under subsection (c) of this section or must be located behind other retail, service or office uses within the building that front directly to the street. ii. All manufacturing activities and associated storage areas shall be fully contained within the building. iii.
3.16	Food and Beverage Products
3.17	Furniture and Fixtures
3.18	Handcrafted Products
3.00 INDUSTRIAL: (continued)	
3.20. <u>3.22.</u> 3.23. 3.26. <u>3.27</u>	c. Within the NMU zone, for limited scale industrial/manufacturing uses as listed herein on parcels located between Thrasher Avenue NE and the intersection of North Bend Way and SE Tanner Road, the following exception to subsection (b) of this section shall apply: i. Uses constructed on parcels located substantially behind other parcels that are immediately adjacent to the street, or constructed together with other buildings containing separate uses located directly adjacent to the street
3.22	Prepared Materials – Indoor assembly, processing and packaging
3.23	Printing, Publishing and Allied Industries

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
3.26 Signs and Advertising Display Stone, Clay, Pottery, and China	(such that the building containing the use listed herein cannot be built adjacent to the street), do not require a retail storefront component.
3.31 On-Site Hazardous Waste Treatment	Permitted as an accessory use only to permitted activities in zones generating hazardous waste; provided, that facilities meet siting criteria in RCW 70.105.210.
4.00 PUBLIC AND QUASI-PUBLIC USES:	<p>a. All public and quasi-public uses within the park, open space, and public facilities district (see Table 18.10.030 – 4.00) are subject to applicable covenants or restrictions associated with respective public or quasi-public properties and approval by the city council as necessary (e.g., for sale, lease, use, or otherwise).</p> <p>In residential districts, with the exception of golf courses, shall be noncommercial in nature.</p> <p>In residential districts, active recreational complexes shall not include major athletic facilities like stadiums, field complexes, multicourt indoor tennis facilities, or the like.</p> <p>Recreational or social clubhouses, or community buildings, are permitted in all residential zoning districts.</p> <p>All park and related recreational uses shall be subject to any criteria or guidelines set forth in the city of North Bend's Comprehensive Plan, review and recommendation by the parks board, and applicable design guidelines.</p> <p>In the LDR district, must be located on or within 300 feet of a collector or arterial street, as defined by the Directoror collector or arterial streetor community services.</p> <p>Any residence located in conjunction with churches and religious institutions shall comply with provisions governing residential uses.</p>
4.10.4.11.4.12.	Open Space, Park, Trail and Recreation
4.13	Golf Course
4.14	
4.12	Golf Driving Range
4.13	Athletic Fields/Sport Facilities
4.40	Churches and Religious Institutions
4.00 PUBLIC AND QUASI-PUBLIC USES: (continued)	
4.50	Museum/Interpretive Center/Community

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
Centers and Associated Activities	<p>b.</p> <p>Activities permitted at museums and interpretive centers shall be approved by the respective management of the museum or center and shall not be inconsistent with the purpose of the underlying zoning district or incompatible with surrounding land uses.</p> <p>Museums and interpretive centers that include restoration of large-scale equipment shall be permitted only in the EP-1 district, and shall require a conditional use permit.</p>
5.00 UTILITIES:	
5.10 Public and Private Utilities – Minor	<p>a.</p> <p>Shall be visually screened and meet requirements of the city's landscape, design review, and/or clearing and grading codes.</p> <p>Satellite dish antennas shall not exceed 36 inches in diameter, and shall be installed strictly in rear yard areas. In multifamily buildings, multiple dish antennas are prohibited.</p>
5.20 Public and Private Utilities – Major	<p>a.</p> <p>Same as standards for 5.10 (above).</p>
6.00 RESOURCE USES:	
6.10 6.20 6.30 6.40	Where commercial in nature, must obtain a North Bend business license.
6.60 6.70	<p>a.</p> <p>All resource uses must comply with best management practices, be they for agricultural, horticultural, silvicultural, or other resource-based operations.</p> <p>Must meet applicable standards of the Washington State Department of Agriculture and/or Department of Natural Resources.</p> <p>All resource uses within the park, open space, and public facilities district are subject to applicable covenants or restrictions associated with respective public or quasi-public properties and approval by the city council as necessary (e.g., for sale, lease, use, or otherwise).</p> <p>Right to farm/right to forest is an ordinance that protects farmers and farm operations or foresters and forest operations from private or public nuisance laws.</p>
	<p>b.</p> <p>TDR program sending sites.</p>
	<p>c.</p>
	<p>d.</p>
	<p>e.</p>
	<p>f.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
6.65 Temporary Resource Buildings or Uses	Temporary resource buildings and uses must comply with procedures and standards outlined in Chapter 18.22 NBMC.
7.00 UNLISTED USE STANDARDS:	
7.10 Outdoor Storage of Vehicles	<p>a. For all single-family uses, with the exception of garages or carports, parking spaces or yard areas shall not be utilized for the storage of any motor vehicle or vehicle accessory such as trucks, camper shells, boats, trailers, motorcycles, or other wheeled accessory or conveyance except those vehicles owned by the owner or occupant of the residence. Such vehicles shall have a current license from the state of Washington if required to operate on the road and shall not occupy an area greater than the total area permitted for detached accessory <u>buildings</u> as calculated in 1.51.</p> <p>For all cottage and multifamily uses and districts, with the exception of garages or carports, parking spaces or yard areas, shall not be utilized for the storage of any motor vehicle or vehicle accessory such as trucks, camper shells, boats, trailers, motorcycles, or other wheeled accessory or conveyance. For purposes of this section, "storage" means a period of 72 hours during which the vehicle or vehicle accessory is nonutilized.</p> <p>Commercial and employment park zoning district lands shall not be utilized for the outdoor storage of any truck, motor vehicle, or vehicle accessory such as trailers, camper shells, boats, motorcycles, or other wheeled accessory or conveyance; provided, storage uses may be permitted if they (i) are a permitted use; (ii) are incidental to the underlying permitted use. For purposes of this section, "storage" means a period of 72 hours during which the vehicle or vehicle accessory is nonutilized.</p>
8.00 ENVIRONMENTAL QUALITY STANDARDS FOR ALL USES:	<p>a. All land uses in all zoning districts shall meet nuisance standards under Chapter 8.08 NBMC, as well as the environmental quality performance standards outlined below in 8.10 through 8.70.</p>
8.10 Air Quality	<p>a. Odors from gases or other odorous matter shall not occur in quantities as to be unreasonably offensive beyond the exterior property lines of the lot or site.</p> <p>Smoke may not be emitted from any source in a greater density of gray than that described as No. 1 on the Ringelmann Chart, except that visible gray smoke of a shade darker than that described as No. 2 on the Ringelmann Chart may be emitted for not more than four minutes in any 30-minute period.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>Provisions applicable to visible gray smoke shall also apply to visible smoke of a different color but with an equivalent apparent opacity.</p> <p>Dust, dirt, fly-ash, or airborne solids from any sources shall not be in a density greater than that described as No. 1 on the Ringelmann Chart.</p> <p>Toxic gases or matter shall not be emitted in quantities which may be damaging to health, animals, vegetation, or property or which can cause any excessive soiling beyond the exterior of the property lines of the lot or site.</p> <p>Must meet any standards or requirements promulgated by the Puget Sound Air Pollution Control Agency, or other air-quality regulatory and/or enforcement bodies.</p>
	<p>8.00 ENVIRONMENTAL QUALITY STANDARDS FOR ALL USES: (continued)</p>
8.20 Vibration	<p>a.</p> <p>Vibration from any machine, operation, or process which exceeds three-thousandths of one inch displacement or three-tenths g peak acceleration, whichever is greater, as measured at any point outside the property lines of the lot or site, shall be prohibited. The latter shall apply in the frequency range of zero to 5,000 cycles per second. Shock absorbers or similar mounting shall be allowed to permit compliance with this specification.</p>
8.30 Heat	<p>a.</p> <p>No use shall produce heat perceptible beyond its lot lines.</p>
8.40 Glare	<p>a.</p> <p>No use shall produce direct light or glare beyond its property lines.</p>
8.50 Noise	<p>a.</p> <p>Emission of noise and vibration shall not exceed those in excess of allowable levels under Chapter 8.26 NBMC.</p>
8.60 Liquid and Solid Waste	<p>a.</p> <p>Discharge of any material which can contaminate any water supply, interfere with bacterial processes in sewage treatment, or otherwise emit dangerous or offensive material into public or private sewers, water bodies, or into the ground, except in compliance with Washington State Department of Ecology standards, shall not be permitted.</p>
8.70 Storage and Waste Disposal	<p>a.</p> <p>Storage and handling of all flammable, combustible, explosive, and/or other hazardous materials shall be in compliance with the International Fire Code (IFC) and other applicable codes, including but not limited to Articles 30, 76, 77, 79, 80, and 82 in the IFC.</p>

EXHIBIT A

TYPE OF LAND USE:	PERFORMANCE STANDARD(S):
	<p>b. All above-ground, outdoor storage facilities for fuel, raw materials, and products shall be enclosed by an approved fence designed for safety. Storage of hazardous materials shall be completely enclosed in nonpermeable containers.</p> <p>c. All materials or wastes which might cause fumes or dust, or constitute a fire hazard, shall be stored in containers adequate to eliminate such hazard.</p>

(Ord. 1824 § 5 (App. B), 2024; Ord. 1818 § 2, 2024; Ord. 1767 § 1, 2022; Ord. 1765 § 1, 2021; Ord. 1760 § 2 (Exh. B), 2021; Ord. 1756 § 3, 2021; Ord. 1748 § 1 (Exh. A), 2021; Ord. 1712 § 1 (Exh. A (part)), 2019; Ord. 1684 § 1, 2019; Ord. 1664 § 3 (Exh. C), 2018; Ord. 1657 § 8, 2018; Ord. 1641 § 3, 2017; Ord. 1612 § 2 (Exh. B), 2017; Ord. 1590 § 4 (Exh. C), 2016; Ord. 1583 § 3, 2016; Ord. 1578 § 5 (Exh. C), 2016; Ord. 1553 § 1 (part), 2015; Ord. 1529 § 3, 2014; Ord. 1517 § 1 (Exh. D), 2014; Ord. 1492 § 1 (Exh. A)(part), 2013; Ord. 1464 § 1 (Exh. A (part)), 2012; Ord. 1442 § 2 (Exh. B (part)), 2012; Ord. 1431 § 1 (Exh. A (part)), 2011; Ord. 1404 § 1 (Exh. A (part)), 2010; Ord. 1397 § 1 (Exh. A), 2010; Ord. 1385 § 4, 2010; Ord. 1384 § 1, 2010; Ord. 1334 § 4, 2008; Ord. 1325 § 1 (part), 2008; Ord. 1262 § 3, 2006; Ord. 1256 § 1 (part), 2006; Ord. 1194 § 2, 2003; Ord. 1167 § 3, 2002; Ord. 1164 § 3, 2002; Ord. 1153 §§ 3, 4, 2002; Ord. 1073 § 1, 1999; Ord. 1020 (part), 1997).

¹ Prior legislation: Ords. 908, 735 and 721.



**Community and Economic Development Department Staff
Report and Planning Commission Recommendation**

Proposal: Amendments to NBMC 18.06 Definitions and 18.10 Zoning Districts Amendments

Date: September 17, 2025 Planning Commission meeting

Proponent: City of North Bend

Staff Recommendation: A motion to recommend City Council approval of the proposed amendments to NBMC 18.06 Definitions and 18.10 Zoning Districts Amendments

A. PROPOSED AMENDMENTS

City staff are proposing amendments to NBMC Chapter 18.06 Definitions, and Chapter 18.10 Zoning Districts. These amendments are intended to clarify definitions for all land uses identified in the Table of Permitted and Conditional Uses 18.10.030, to address recent legislation, and to address other miscellaneous amendments noted by staff in Table 18.10.040 Bulk and Dimensional Standards and Table 18.10.050 Performance Standards. Highlights of some of the primary changes:

- Senate Bill 5509 related to allowance for childcare facilities in all zones.
- House Bill 1757 related to housing unit density for redevelopment within existing buildings. A footnote is added to Table 18.10.040 to allow up to 50% more density than what is permitted within the underlying zone when residential is proposed within an existing building in a zone that allows multifamily housing.
- Allowance for first floor residential within the NMU zone where lots front North Bend Way. Commercial is required along the entire frontage, and the first-floor residential portion shall not exceed 40% of the net area of the lot.
- Removal of specific location standards for Tattoo Parlor and Body Piercing Studio and combining with Personal Services.
- Removal of specific zoning-district based impervious surface coverage limits, as these standards are duplicative of stormwater regulations that apply more comprehensively, as well as other related standards that better address built-form impacts such as setbacks, building-coverage requirements, and landscape buffers.
- Miscellaneous other Bills, updates identified by staff and amendments including Bulk and Dimensional and Performance Standards as necessary.

The proposed municipal code amendment is provided within the attached Exhibit A.

B. FINDING AND ANALYSIS

1. **SEPA:** The proposed municipal code amendments are subject to the State Environmental Policy Act (SEPA). A SEPA Determination of Non-Significance was issued on August 8, 2025.
2. **Public Hearing:** A public hearing is scheduled for the August 20, 2025 Planning Commission meeting.
3. **Municipal Code Amendment Process:** Municipal code amendments are governed by NBMC 20.08.070 through 20.08.110, evaluated below.

a. Impacts of Proposed Amendment

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

- i. **Environmental Impacts.** No environmental impacts are anticipated from the proposed amendments. Regulations protecting critical areas, managing storm water runoff, and controlling floodplain impacts are governed by the Critical Area Regulations in NBMC Title 14, and apply regardless of development that occurs on a site or applicable zoning district. Such review will occur upon submittal of an application for development.
- ii. **Economic Impacts.** No economic impacts are anticipated from revising the NBMC amendments.
- iii. **Cultural Impacts.** No cultural impacts are anticipated from revising the NBMC amendments.

b. Impacts to Surrounding Properties. Impacts are not anticipated from the proposed amendments. The amendments are intended to clarify definitions to create more certainty for development. Individual projects will be evaluated under the Municipal Code, Public Works Standards, Form Based Code, and/or Commercial/Mixed Use/Industrial Design Standards and Guidelines to assess for potential impacts and appropriate mitigation.

4. Compatibility of Proposed Amendment with North Bend Comprehensive Plan

In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the Comprehensive Plan. The proposed amendments are compatible with the North Bend Comprehensive Plan.

The proposed amendments do not conflict or change anything within the Comprehensive Plan. No zoning or underlying land use changes are proposed. The amendments are to provide compliance with recent legislation and to provide clarity and corrections to miscellaneous code sections.

Housing Element Policies related to the NMU amendment specifically:

H – 4.1 Allow for flexibility in housing development in order to meet population forecasts.
H – 4.2 Focus efforts to increase moderate- and higher-density housing in or near Downtown and other commercial districts where jobs, supporting services, and multi-modal transportation choices can be provided.

Housing Policy H – 4.4 Provide areas for mixed use and high density housing to support a wide range of housing options at all economic segments for residents.

H – 4.6 Continue to consider mixed use development, which includes either a mix of residential densities or a mix of residential and compatible non-residential land uses through Master Planning and/or Development Agreements

North Bend Comprehensive Plan Housing Element Goal 1 is to encourage a variety of housing types and densities compatibly located to meet the demands of a diverse population. The City has heard from property owners and developers that requiring first floor residential throughout the NMU zone is not economically feasible. The proposed change to allow NMU on the first floor (except for commercial fronting North Bend Way) is to encourage mixed uses and maximize the potential opportunities for the NMU zone. There is a tremendous demand for housing which the City continues to see and the City desires to balance that with commercial. The NMU zone is primarily adjacent to North Bend Way. The NMU zone allows many commercial uses including retail, office and restaurant. Allowing residential ground floor behind or above commercial will provide opportunities for new jobs and housing variety.

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

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

The proposed amendments are consistent with the Municipal Code, and the amendments are intended to help carry out the intent of the code and provide clarification. Consistent with the purpose of Title 18 Zoning in Chapter 18.02.020 the zoning regulations are deemed necessary in order to A. Promote the interest of health, safety, morale and the general welfare; B. Secure safety from fire and to provide adequate open spaces for light and air; C. Prevent the overcrowding of land; D. Avoid undue concentration of population; E. Conserve and stabilize property values; F. Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements, and to carry out the goals and objectives as set forth in Chapter 44, Laws of 1935, and other applicable laws of the state of Washington; G. Implement provisions of North Bend's comprehensive plan and elements thereof; and H. Meet requirements of Washington State's Growth Management Act.

As stated in NBMC 18.10.010 Zoning Districts the NMU provided a mix of commercial and residential. Pursuant to NBMC 18.10.020 D. the underlying purpose of the commercial districts (including NMU) is:

1. Provide land for different intensities and types of residential, retail, service, business, office, and entertainment uses that complement, enhance, and support residential and other land uses within North Bend.

2. Implement provisions of the comprehensive plan related to commercial land uses, including but not limited to providing economic and employment opportunities, property tax bases, necessary goods and services, and in some cases, mixed-use (commercial first floor/residential upper floor) dwelling opportunities.

6. Consistency with NBMC 20.08.100

Pursuant to NBMC 20.08.100, the Planning Commission shall consider the proposed amendment

against the criteria in NBMC 20.08.100 (B). A staff analysis is provided in italics under each criterion below.

- a. Is the issue already adequately addressed in the Comprehensive Plan?
The amendments are to the North Bend Municipal Code and not the Comprehensive Plan. See further description on compatibility of the proposed amendments to the Comprehensive Plan above.
- b. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
Yes. The amendments are intended to clarify definitions, address recent legislation, and perform misc. other amendments within Bulk and Dimensional and Performance Standards.
- c. Is the proposed change the best means for meeting the identified public need?
Yes.
- d. Will the proposed change result in a net benefit to the community
Yes. Removing unnecessary code and conflicting language makes implementation of the code simpler.

C. PUBLIC COMMENT

Two public comment letters were provided on August 19, 2025. These comment letters were from Logan Schmidt of the Master Builders Association of King and Snohomish Counties and David Toyer, President of Toyer Strategic Advisors, Inc. Annotated responses on the letters are attached to this report and reflect staff and Planning Commission responses and recommendations.

D. SUMMARY FINDINGS

- 1) Pursuant to RCW 36.70A.106, the draft amendments were forwarded to CTED- Growth Management Services on July 31, 2025.
- 2) A State Environmental Policy Act Determination of No significance was issued on August 8, 2025, and published in the Valley Record on August 8, 2025. The Environmental Checklist and SEPA Determination are available upon request.
- 3) A Public Hearing was held August 20, 2025 by the Planning Commission. No comments were made at this time. Notice of the Public Hearing was published August 8, 2025. The Planning Commission continued discussion of the amendments at their September 17, 2025 meeting.
- 4) The proposed amendments are consistent with the procedures established in the NBMC 20.08, Comprehensive Plan and Development Regulations Amendments Procedures.
- 5) The proposed amendments are consistent with and effectively carry out the policies of the Comprehensive Plan.

E. RECOMMENDATION

Staff Recommendation

The proposal is consistent with the development regulation amendment procedures in NBMC 20.08 and is supported by policies within the Comprehensive Plan. Staff recommend approval of the amendments to the NBMC Chapter 18.06 Definitions, and Chapter 18.10 Zoning Districts.

Planning Commission Recommendation

Based on the findings above and after consideration of the public comment received at the public hearing, the North Bend Planning Commission recommends APPROVAL of the proposed amendments to NBMC Chapter 18.06 Definitions, and Chapter 18.10 Zoning Districts.



August 19, 2025

Planning Commission
C/O Jamie Burrell, Senior Planner
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

PUBLIC COMMENTS ON CHAPTER 18.10 ZONING DISTRICTS AMENDMENTS

Dear Commissioners:

Our firm provides public and private sector clients with land use and economic development consulting in support of residential, commercial and industrial projects. We are also a proud member of the Master Builders Association of King and Snohomish counties.

In the last few years many communities in Washington have started to consider (and enact) amendments to their mixed use zones to recognize that market conditions in some areas cannot support vertically integrated commercial-residential mixed use development and greater flexibility is needed to allow horizontally mixed uses that promote a range of housing options.

That said, we applaud the city for initiating potential amendments to its Neighborhood Mixed Use (NMU) zone!

In reviewing the proposed code amendments, we have the following questions, comments and concerns:

1. The addition of a definition for “Mixed Use” on page 25 of the packet (page 17/108) contemplating that it can be horizontal or vertical mixed is a key step in allowing flexibility.
2. On page 44 of the packet (page 36/108), under “1.24 Other Multifamily Dwellings over Four Units” it appears to retain note/performance standard (6), but no such note/standard is being retained below. **Noted, agree.**
3. In Table 18.10.040, both (6)(c) and (8)(d) appear to retain standards for duplexes despite notes indicating duplexes are not permitted. This should be updated for consistency, but we would encourage the city to consider allowing duplexes as an option, especially where mixed use zones may abut existing single family residences. **Duplexes are allowed in HDR and IMU. Will remove (8)(d) height for duplex in NMU which is N/A.**
4. Given that the code specifically requires view corridors, can the city consider increasing heights above 35' to support three story development having more diverse designs for rooflines (such a steeper rooflines) that achieve the city’s design aesthetic? **PC agreed that increased heights in certain areas could create more diverse design for roof lines. They recommended careful consideration of where especially in DC to maintain views and suggested near I90 might be ideal.**
5. On page 79 of the packet (page 71/108), we’d recommend the City amend Table 18.10.040(10)(a) to allow more than 10 multifamily units per building. This will allow for greater clustering of horizontally mixed residential units which will help retain larger areas of the site for commercial and related uses.
Mixed Use is exempt from this provision. PC proposes to remove this restriction in the IMU zone but retain it in the HDR and NMU.
6. In performance standard 1.20(a), Multifamily Structures on page 86 of the packet (page 78/108), it’s unclear what is included in the calculation of “net” area nor is it clear whether the term “first floor residential” refers to vertically mixed structures only or if this applies to only those structures that are wholly residential. Further: **Lot Area, Net is defined in 18.06. First floor residential could be vertical or horizontal.**

- a. "Net" should be clarified as it is not clear whether this is the typical net number commonly associated with density calculations (gross site area minus critical areas, buffers and infrastructure) or if this "net" excludes anything else. **Lot area, net is defined in 18.06 and is consistent with this comment.**
- b. The city should consider a higher net number (perhaps at least 50%) to reflect the difficulty in determining market absorption of commercial or residential uses, etc. Further, the more restrictive the city is on the total number of residential units that may be in a single building, a higher net number is needed to allow for sufficient residential densities consistent with the market.

PC recommends holding at 40%, Mountain View is around 30%.

7. In performance standard 1.20(b), it's unclear how many view corridors may be required on a site with more than 500 lineal feet of frontage, but use of plural "corridors" seems to imply more than one. This should be addressed to avoid future issues. **Code is clarified to reflect one corridor per 500 lineal feet.**
8. In performance standard 1.20(b) it is also unclear whether this requires 50% of the view corridor be open space or that 50% of the site be retained as open space. **▲ Clarified as 50% of the view corridor.**
9. Also, in performance standard 1.20(b), the city should consider that any 60 foot view corridor can be combined with a site access, which could allow for more than one such feature if there are two access points required or desired. **Clarified and is OK.**
10. Regarding performance standard 1.20(d) we repeat our comment above that the city should consider a building height limit greater than 35' to allow for three story development which would support variable roof pitches and other features that can match this aesthetic.
11. Performance standard 1.20(e) mentions duplexes, but elsewhere duplexes are not permitted. This should be clarified. We strongly recommend the city consider allowing flexibility to do a mix of housing types which help sites meet market demands and realistic absorption rates. **Performance standards are use and zone dependent.**
12. Further, regarding performance standard 1.20(e):
 - a. Can the city clarify if this should read "*Residential developments of 50 units or more, . . .*" **Will clarify**
 - b. We question both the relevance and the outcome of putting a 20% limit on the number of buildings which could have the maximum number of units. For example, in a project with 100 total units, a maximum of 2 buildings could have 10 units, but others could have 8 or 9 units. There would not be much difference in the bulk of the max buildings versus others. It is not clear why the restriction is necessary. If the city desires a range of housing types, there are better ways to emphasize this desire.
PC recommends leaving this in to create variety in building types and forms. Dahlgren has 33 buildings with 8 at 10 units, 13 at 6 units, 6 at 5 units and 6 at 4 units.
 - c. We recommend eliminating the percentage limit on the number of buildings that can have the maximum unit count. **Addressed above.**

Thank you for your time and consideration. Should you have any questions, please do not hesitate to call me at **425-322-5226** or email me at **david@toyerstrategic.com**.

Sincerely,



David Toyer
President



August 19, 2025

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

RE: Comments on Proposed Amendments to NBMC 18.06 Definitions and 18.10 Zoning Districts

Dear Chair Thiel, Vice Chair Matlock, and Commissioners:

On behalf of the Master Builders Association of King and Snohomish Counties (MBAKS), thank you for the opportunity to provide comments on the proposed amendments to NBMC Chapters 18.06 and 18.10. We commend the City for undertaking this work to modernize its code and better align with community goals around housing access and affordability. MBAKS represents more than 2,400 member companies across the region—including builders, architects, engineers, and tradespeople. Since 1909, we've been working together to make home happen.

We would first like to thank staff for adjusting the proposed interior side yard setback standard. The revised Footnote 10 in Table 18.10.040—which reduces the setback requirement between two multifamily buildings from 20 feet to 10 feet—is a helpful change that supports more efficient use of land and better site design flexibility.

We are also encouraged by the addition of Footnote 4, which allows the maximum residential density in a zone to be exceeded by up to 50 percent, provided the development remains entirely within an existing multifamily building envelope. This is a smart and effective approach to increasing housing supply in appropriate locations without requiring new building footprints or additional site impacts.

While we support many of the proposed changes, we offer the following comments and recommendations:

Revise the 10-Unit Limit for Multifamily Buildings in NMU and IMU Zones

In Table 18.10.040, the limitation of “no more than 10 units per multifamily building” in the Neighborhood Mixed Use (NMU) and Interchange Mixed Use (IMU) zones may unintentionally restrict the development of much-needed housing types. This cap hinders the City from accomplishing Comprehensive Plan Housing Policy H-4.2, which calls on the City to “focus efforts to increase moderate- and higher-density housing in or near Downtown and other commercial districts where jobs, supporting services, and multi-modal transportation choices can be provided.”

PC recommends removing the limit for the IMU zone but maintaining for the HDR and NMU.

Additionally, this limitation may constrain flexibility under Performance Standard 1.20(e), which further limits the percentage of buildings in a development that may contain the maximum number of dwelling units. We encourage the Commission to explore a broader approach that supports a wider variety of building sizes and typologies in these zones.

PC supports maintaining this to ensure variety in type and bulk.

Clarify View Corridor and Open Space Requirements in 1.20(b)

Performance Standard 1.20(b) notes that developments with more than 500 linear feet of frontage must include “corridors” that preserve public views. However, it is unclear how many view corridors are required in these scenarios. We recommend clarifying the language to specify whether multiple corridors are required or if one corridor satisfies the requirement.



Additionally, we seek clarification on the portion of the standard stating: "At least 50 percent of the corridor shall be provided as open space." It's unclear whether this refers to 50 percent of the *view corridor* being retained as open space, or whether it is requiring that 50 percent of the *site* be dedicated to open space. Providing additional clarity here will ensure consistent interpretation by both applicants and staff and help reduce delays during the review process.

These will be clarified that the 50% applies to the view corridor and 1 corridor is required per 500'

Overall, MBAKS is encouraged to see North Bend advancing code changes that promote increased density, more diverse housing types, and thoughtful infill development—including in zones historically limited to single-family housing. As Washington continues to implement housing-focused legislation such as HB 1110, local code updates like these will be essential to expanding housing access and achieving long-term affordability goals.

We appreciate the City's work on this important update and thank the Commission for considering our recommendations. MBAKS remains a committed partner in helping North Bend achieve its housing goals through clear, practical, and community-focused policies.

If you have any questions or would like to discuss further, please don't hesitate to contact me at lschmidt@mbaks.com or 206.804.1604.

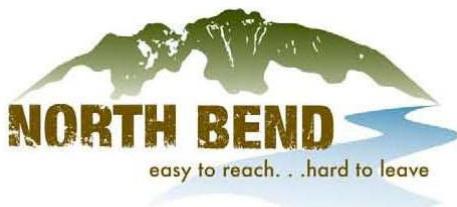
Sincerely,



Logan Schmidt

King County Government Affairs Manager
Master Builders Association of King and Snohomish Counties

CC: James Henderson, Community & Economic Development Director
Mike McCarty, Planning Manager
Jamie Burrell, Senior Planner
Caitlin Hepworth, Associate Planner



City Council Agenda Bill

SUBJECT:	Agenda Date: November 4, 2025	AB25-120
Resolution Accepting Bids and Awarding Construction Contract for the SR202 Shared Use Trail Project to Interwest Construction, Inc.	Department/Committee/Individual	
Cost Impact: \$5,299,691.32 incl. sales tax	Mayor Mary Miller	
Fund Source: TIF, TBD, PIF, ULID Bonds	City Administrator – Amber Emery	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Tom Mohr, P.E.	X
Attachments: Resolution, Bid Tabulation, Project Map		

SUMMARY STATEMENT:

In early 2024, the North Bend City Council approved an engineering contract with G&O to design the SR202 Shared Use Trail Project. This project (Project No. T-058) is currently the highest rated project on the City of North Bend 2026-2031 6-year Transportation Improvement Plan, which was adopted by City Council in June 2025. The engineering design and permitting requirements were completed for this project in September 2025.

The project will complete the planned Phase 3 of the Wastewater Treatment Plant (“WWTP”) high priority improvement project which consists of frontage improvements along SR-202 and landscaping to help screen the WWTP. Additionally, a pedestrian bridge is proposed to be constructed over the South Fork Snoqualmie River to provide safe access for bikes and pedestrians from the downtown core to Tollgate and Meadowbrook Farms as well as acting as a utility pipe carrier for the Meadowbrook Sewer ULID.

The City engaged in a public procurement process for construction of the Project and bids to the City were due by 11:00 a.m. on Wednesday, October 15, 2025; six bids were received. Bid results are attached and ranged in amounts from \$5,299,691 to \$6,542,073. The engineer’s estimate was \$6,404,894. The lowest responsible bid came from Interwest Construction, Inc. in the amount of \$5,299,691.32 including all applicable taxes, which was approximately \$1.1 million below the engineer’s estimate.

Below is breakdown of the schedules of work included in the contract, costs, and funding sources:

Schedule A (Shared Use Trail and Pedestrian Bridge): This work includes the construction of a shared-use trail and pedestrian facilities on the north side of SR202 extending from Boalch Avenue NE to the City’s WWTP, approximately 2,360 feet. Included in this work is the construction of an elevated boardwalk over Ribary Creek, concrete abutments and pedestrian bridge over South Fork Snoqualmie River, asphalt paved trail, three separate gravel access roads, pedestrian level lighting, wetland and stream mitigation planting, and surface restoration. The low bid for Schedule A was \$4,425,525 including sales tax. This Schedule A work will be paid for with a combination of Transportation Impact Fees, Transportation Benefit District funds, Park Impact Fees, and REET funds.

Schedule B (WWTP Frontage Improvements): This work includes the construction of frontage improvements adjacent to the WWTP for approximately 420 feet. Included in this work is the construction of concrete curbs, gutters and sidewalks, storm drainage improvements, pedestrian level street lighting and surface restoration. The low bid was \$337,918 including sales tax. This Schedule B work will be paid for with a combination of Transportation Impact Fees, Transportation Benefit District funds and REET funds.

Schedule C (Sanitary Sewer ULID No. 7): This work includes the construction of approximately 210 linear feet of 8-inch HDPE sewer force main, approximately 260 linear feet of 8-inch ductile iron sewer

City Council Agenda Bill

force main across the new pedestrian bridge, approximately 570 linear feet of 12-inch PVC gravity sewer main, manholes, modifications to an existing manhole, and connections to the existing system at the WWTP. The low bid was \$536,248.32 including sales tax. This Schedule C work will be funded with bonds that will be reimbursed to the City for up to 20 years via ULID assessments issued to property owners within the Meadowbrook ULID boundary.

City staff and engineering consultant Gray & Osborne have conducted the appropriate background checks on Interwest Construction, Inc. and recommend the award of this contract to Interwest Construction, Inc.

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

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

RECOMMENDED ACTION: **MOTION to approve AB25-120, a resolution accepting bids and awarding the construction contract for the SR202 Shared Use Trail Project to Interwest Construction, Inc.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 4, 2025		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING CONSTRUCTION BIDS AND AWARDING THE CONSTRUCTION CONTRACT FOR THE SR-202 SHARED USE TRAIL PROJECT

WHEREAS, this project is known as the SR-202 Shared Use Trail Project (“Project”); and

WHEREAS, the City Council and staff determined that this project is a high priority project on the City’s 6-year Transportation Improvement Plan; and

WHEREAS, design and permitting for this project was completed in September of 2025; and

WHEREAS, work shall include, but is not limited to the following: concrete sidewalk; concrete curb and gutter; asphalt trail; landscaping, pedestrian bridge; boardwalk; sewer extension improvements; storm drainage collection and conveyance; illumination and miscellaneous surface restoration; and

WHEREAS, the Project is funded by a combination of Transportation Impact Fees, Transportation Benefit District funds, Park Impact Fees and REET funds; and

WHEREAS, construction bid documents for the Project were advertised and posted on the Builders Exchange of Washington, and the City accepted bids up until Wednesday, October 15th, 2025, at 11:00 a.m.; and

WHEREAS, the City received bids from six (6) contractors with the lowest responsible bid coming from Interwest Construction, Inc. in the amount of \$5,299,691.32, including all applicable taxes;

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

Section 1. The construction bids for the Project are accepted.

Section 2. The construction contract for the Project is awarded to Interwest Construction, Inc. in the amount of \$5,299.691.32, including all applicable taxes, in a form and content approved by the City Attorney.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF NOVEMBER, 2025.**

CITY OF NORTH BEND:

Mary Miller, Mayor

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

Effective:

Posted:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

BUDGER		ENGINEER'S ESTIMATE		ACTIVE CONSTRUCTION, INC.		OMA CONSTRUCTION, INC.		STELLAR J. CORPORATION		CONSTRUCTION CO.		GRANITE		R.W. SCOTT			
BUDGER ADDRESS		WASHINGTON STATE WORKMAN'S COMP ACCT NO		609 North Hill Boulevard		510 River Road East		1363 Down River Drive		1525 East Marine View Drive		4005 West Valley Hwy. N.		CONSTRUCTION CO.			
WASHINGTON STATE CONTRACTOR'S REG NUMBER		530-00		Tacoma, WA 98443		Maple Valley, WA 98038		Woodland, WA 98674		Everett, WA 98201		Auburn, WA 98001		579.092-00			
BUD BOND OR OTHER GOOD FAITH TOKEN		INTERC1210F		ACTWICH41U		OMACO#02326		STELLJCO#519		GRANCC9161D		RWSOC#229MU		5% BID BOND			
NO	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SCHEDULE A: SHARED USE TRAIL		1 EST		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
1	Minor Change	1 LS	\$40,000.00	\$40,000.00	\$42,500.00	\$42,500.00	\$40,000.00	\$40,000.00	\$60,000.00	\$60,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$38,423.00	\$38,423.00	
2	Survey	1 LS	\$1,000.00	\$1,000.00	\$5,300.00	\$5,300.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	
3	Record Drawings (Min. Bid \$1,000)	1 LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
4	Apprenticeship Incentive	1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5	Apprenticeship Penalty	1 CALC	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
6	SPCC Plan	1 LS	\$40,000.00	\$40,000.00	\$380,000.00	\$380,000.00	\$400,000.00	\$400,000.00	\$480,480.00	\$480,480.00	\$525,000.00	\$525,000.00	\$379,123.00	\$379,123.00	\$500.00	\$500.00	
7	Mobilization, Cleanup and Demobilization	1 LS	\$9,300.00	\$40,000.00	\$9,300.00	\$40,000.00	\$63,371.54	\$63,371.54	\$100,000.00	\$100,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$31,208.00	\$31,208.00	
8	Project Temporary Traffic Control	1 EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
9	Work Zone Safety Contingency	1 LS	\$70,000.00	\$70,000.00	\$110,000.00	\$110,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$150,000.00	\$150,000.00	\$10,000.00	\$10,000.00	\$19,640.00	\$19,640.00	
0	Clearing and Grubbing	1 LS	\$20,000.00	\$20,000.00	\$11,500.00	\$11,500.00	\$50,000.00	\$50,000.00	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$12,634.00	\$12,634.00	
1	Removal of Structures and Obstructions	1 LS	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$121,000.00	\$121,000.00	\$121,000.00	\$121,000.00	\$140,000.00	\$140,000.00	\$60.00	\$60.00	\$22,500.00	\$22,500.00	
2	Excavation, Embankment and Grading, Incl. Haul	50 CY	\$55.00	\$2,750.00	\$62.00	\$3,100.00	\$78.00	\$3,900.00	\$150.00	\$75,000.00	\$200.00	\$80.00	\$4,000.00	\$4,000.00	\$65.00	\$65.00	
3	Unsuitable Foundation Excavation, Incl. Haul	50 CY	\$54.00	\$22,000.00	\$33.00	\$18,150.00	\$40.00	\$22,000.00	\$65.00	\$75,000.00	\$40.00	\$22,000.00	\$37.00	\$37.00	\$23,100.00	\$23,100.00	
4	Gravel Borrow, Incl. Haul	550 TN	\$1,00.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
5	Locate Existing Utilities	1 LS	\$1,20.00	\$1,200.00	\$44,300.00	\$44,300.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$9,000.00	\$9,000.00	
6	Construction Geogrid	1,600 SY	\$12.00	\$12,000.00	\$11.00	\$17,600.00	\$10.50	\$16,800.00	\$8.00	\$12,800.00	\$5.50	\$8,000.00	\$13.00	\$13.00	\$20,800.00	\$18.00	
7	Ballast	2,850 TN	\$142,500.00	\$142,500.00	\$16,850.00	\$16,850.00	\$44.00	\$25,400.00	\$44.00	\$25,400.00	\$185.00	\$185.00	\$185.00	\$185.00	\$171,250.00	\$171,250.00	
8	Crushed Surfacing Base Course	170 TN	\$55.00	\$8,500.00	\$45.00	\$7,650.00	\$55.00	\$9,350.00	\$95.00	\$16,150.00	\$100.00	\$100.00	\$17,000.00	\$17,000.00	\$42.00	\$71,140.00	
9	Crushed Surfacing Top Course	1,600 TN	\$55.00	\$88,000.00	\$88,000.00	\$88,000.00	\$88,000.00	\$60,800.00	\$53.00	\$84,800.00	\$126,000.00	\$126,000.00	\$50.00	\$50.00	\$142.00	\$142.00	
20	Commercial FMA	270 TN	\$18.00	\$48,600.00	\$250.00	\$67,500.00	\$192.00	\$51,840.00	\$175.00	\$47,250.00	\$200.00	\$200.00	\$54,000.00	\$54,000.00	\$210.00	\$56,700.00	
21	Conc. Class 3000, Incl. Reinf. Bar	75 CY	\$1,400.00	\$105,000.00	\$2,800.00	\$10,000.00	\$3,250.00	\$12,437.50	\$2,000.00	\$1,500,000.00	\$2,200.00	\$1,65,000.00	\$3,500.00	\$3,500.00	\$262,500.00	\$24,000.00	
22	Elevated Boardwalk	370 LF	\$1,20.00	\$444,000.00	\$1,590.00	\$588,300.00	\$1,675.00	\$61,675.00	\$300.00	\$111,100.00	\$1,400.00	\$1,18,000.00	\$2,000.00	\$2,000.00	\$22,250.00	\$8,250,500.00	
23	Sheet Sheet Pile Wall	3,930 SF	\$80.00	\$134,400.00	\$74.00	\$290,820.00	\$90.00	\$33,537.00	\$100.00	\$393,000.00	\$100.00	\$100.00	\$117,000	\$117,000	\$45,810.00	\$105.00	
24	West Abutment, Incl. Installation	1 LS	\$90,000.00	\$90,000.00	\$56,875.00	\$56,875.00	\$90,000.00	\$90,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$100,000.00	\$100,000.00	\$525,000.00	\$525,000.00	
25	East Abutment, Incl. Installation	1 LS	\$80,000.00	\$80,000.00	\$45,200.00	\$45,200.00	\$70,000.00	\$70,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$85,000.00	\$85,000.00	\$489,000.00	\$489,000.00	
26	Structural Earth Wall	4,600 SF	\$32.00	\$147,200.00	\$50.00	\$20,000.00	\$47.00	\$47,000.00	\$12.00	\$55,200.00	\$40.00	\$184,000.00	\$61.00	\$280,600.00	\$61.00	\$327,600.00	
27	Structural Earth Wall for Structural Earth Wall, Incl. Haul	2,050 TN	\$30.00	\$61,500.00	\$33.00	\$67,650.00	\$40.00	\$82,000.00	\$45.00	\$92,250.00	\$45.00	\$92,250.00	\$23.00	\$23.00	\$42.00	\$86,100.00	
28	Aggregate Pile Foundations	1 EA	\$2,000,000.00	\$2,000,000.00	\$1,110,000.00	\$1,110,000.00	\$1,150,000.00	\$1,150,000.00	\$1,100,000.00	\$1,100,000.00	\$1,100,000.00	\$1,100,000.00	\$1,100,000.00	\$1,100,000.00	\$1,300,000.00	\$1,300,000.00	
29	Pedestrian Railing	335 LF	\$30.00	\$100,500.00	\$137.00	\$45,895.00	\$170.00	\$56,950.00	\$100.00	\$33,500.00	\$140.00	\$46,895.00	\$185.00	\$61,975.00	\$66.00	\$189,610.00	
30	Adjust. Sprinkler Control Box	405 LF	\$35.00	\$141,750.00	\$153.00	\$61,965.00	\$175.00	\$70,875.00	\$100.00	\$60,750.00	\$150.00	\$60,750.00	\$190.00	\$76,950.00	\$66.00	\$229,230.00	
31	Pedestrian Railing with Handrail	25 LF	\$10.00	\$2,500.00	\$52.00	\$1,300.00	\$85.00	\$2,125.00	\$110.00	\$2,750.00	\$80.00	\$2,000.00	\$55.00	\$1,375.00	\$100.00	\$22,500.00	
32	CEP Storm Sewer Pipe, 6 In. Diam. (Incl. Bedding)	80 LF	\$11.00	\$8,800.00	\$100.00	\$8,800.00	\$13.00	\$5,840.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$105.00	\$8,400.00	
33	CEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	1 EA	\$1,50.00	\$1,500.00	\$1,120.00	\$1,200.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$2,627.00	\$2,627.00	
34	Concrete Inlet	1 LS	\$100,000.00	\$100,000.00	\$2,000.00	\$2,000.00	\$2,130.00	\$2,130.00	\$2,250.00	\$2,250.00	\$3,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,985.00	\$2,985.00	
35	Catch Basin, Type 1	1 LS	\$50.00	\$50.00	\$1,835.00	\$1,835.00	\$350.00	\$350.00	\$1,010.00	\$1,010.00	\$1,010.00	\$1,010.00	\$1,000.00	\$1,000.00	\$580.00	\$580.00	
36	Adjust. Sprinkler Control Box	10 CY	\$200.00	\$2,000.00	\$250.00	\$2,000.00	\$300.00	\$300.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$115.00	\$115.00	\$380.00	\$380.00	
37	Removal of Unsuitable Material (Trench)	1 LS	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	\$1,00.00	
38	Trench Excavation Safety Systems	38	\$10.00	\$10,000.00	\$10,000.00	\$2,175.00	\$2,175.00	\$25,000.00	\$25,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00
39	Dewatering	1 LS	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$2,175.00	\$2,175.00	\$25,000.00	\$25,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
40	EROSION CONTROL AND WATER POLLUTION PREVENTION	1 LS	\$40,000.00	\$40,000.00	\$44,500.00	\$44,500.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$7,850.00	\$7,850.00	
41	Topsoil, Type A	1,750 CY	\$55.00	\$55.00	\$87,500.00	\$87,500.00	\$55.00	\$55.00	\$60,000.00	\$60,000.00	\$105,000.00	\$55.00	\$60,000.00	\$87,500.00	\$71.00	\$124,250.00	
42	Seeding, Fertilizing and Mulching	12,000 SY	\$48,000.00	\$48,000.00	\$2.50	\$30,000.00	\$2.50	\$24,000.00	\$2.50	\$24,000.00	\$1.75	\$21,000.00	\$2.00	\$24,000.00	\$3.00	\$36,000.00	
43	PIPE Pseudotsuga menziesii, Douglas Fir	29 EA	\$30,00.00	\$30,00.00	\$210.00	\$210.00	\$6,090.00	\$6,090.00	\$12,470.00	\$12,470.00	\$10.00	\$10.00	\$43,500.00	\$190.00	\$51.00	\$51.00	
44	PIPE Alnus rubra, Red Alder	51 EA	\$250.00	\$250.00	\$13,250.00	\$13,250.00	\$1,060.00	\$1,060.00	\$38.00	\$38.00	\$21,040.00	\$10.00	\$10.00	\$10.00	\$10.00	\$2,809.00	
45	PIPE Populus trichocarpa, Black Cottonwood	39 EA	\$250.00	\$250.00	\$20.00	\$20.00	\$780.00	\$780.00	\$1								

Council Packet November 4, 2025

BIDDER	ITEM	ENGINEER'S ESTIMATE	INTERWEST CONSTRUCTION, INC.			ACTIVE CONSTRUCTION, INC.	OMA CONSTRUCTION, INC.	STELLAR J CORPORATION	GRANITE CONSTRUCTION CO.		R.W. SCOTT CONSTRUCTION
			\$21,100.00	\$21,000.00	\$38.00				\$150,000	\$1,500,000	
47	PSIPE Thuja plicata, Western Red Cedar	10 EA	\$400.00	\$6,000.00	\$210.00	\$21,100.00	\$380.00	\$200.00	\$5,000.00	\$150,000	\$190,000
48	PSIPE Conn's service, Red Osier Dogwood	22 EA	\$120.00	\$2,640.00	\$12.50	\$275.00	\$19.50	\$429.00	\$10,000	\$220,000	\$198,000
49	PSIPE Rubus spectabilis, Salmonberry	82 EA	\$15.00	\$230.00	\$12.50	\$1,025.00	\$19.50	\$1,599.00	\$10,000	\$382,000	\$738,000
50	PSIPE Symphoricarpos, Snowberry	72 EA	\$15.00	\$80.00	\$12.50	\$900.00	\$19.50	\$1,404.00	\$10,000	\$720,000	\$648,000
51	PSIPE Juncus effusus, Common Rush	470 EA	\$8.00	\$7,660.00	\$7.00	\$3,290.00	\$13.00	\$6,110.00	\$10,000	\$700,000	\$5,000
52	Temporary Irrigation System, Wetland Mitigation Areas	1 LS	\$50,000.00	\$56,000.00	\$49,500.00	\$21,500.00	\$40,000.00	\$46,000.00	\$35,000.00	\$35,000.00	\$45,000.00
53	Agricultural Fence	1,650 LF	\$60.00	\$99,000.00	\$27.00	\$44,550.00	\$26.00	\$42,900.00	\$23.00	\$7,950.00	\$24,00
54	Agricultural Gate	2 EA	\$2,000.00	\$8,000.00	\$1,900.00	\$3,800.00	\$1,800.00	\$3,600.00	\$1,600.00	\$2,200.00	\$1,650.00
55	Double 10-Foot Swing Gate	1 EA	\$2,500.00	\$5,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$22,000.00	\$2,000.00	\$20,000.00	\$1,300.00
56	Deceleration Surface, Inc. Cone Pad	50 SF	\$150.00	\$3,000.00	\$135.00	\$6,750.00	\$71.00	\$6,000.00	\$12.00	\$75,000.00	\$165,00
57	Quarry Spalls	20 TN	\$100.00	\$2,000.00	\$70.00	\$1,400.00	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$4,000.00
58	Lightweight Geosynthetic Fill	50 CY	\$20.00	\$10,000.00	\$285.00	\$14,250.00	\$495.00	\$24,750.00	\$10,000.00	\$40,000.00	\$20,000.00
59	Illumination System, Complete	1 LS	\$80,000.00	\$80,000.00	\$92,000.00	\$65,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$111,00
60	Permanent Signage	1 LS	\$37,000.00	\$37,000.00	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$70,000.00	\$61,000.00
61	Paint Line	170 LF	\$7.00	\$1,190.00	\$2.00	\$340.00	\$2.00	\$340.00	\$8.00	\$1,360.00	\$2.00
Sabotol, Schedule A				\$5,385,600.00		\$4,425,525.00		\$4,931,949.54		\$4,824,480.00	
Sales Tax @ 7% (Per W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00	
TOTAL CONSTRUCTION COST, SCHEDULE A				\$2,285,600.00		\$4,425,525.00		\$4,931,949.54		\$4,824,480.00	
											\$5,356,532.00
											\$5,525,171.00
											\$0.00

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

DATE: 10/20/25
DRAWN: SC
CHECKED: KWB
APPROVED: KWB
Page 2 of 4

CITY OF NORTH BEND WASHINGTON
SR 202 SHARED USE TRAIL EXTENSION
GRAY & OSBORNE #24421

NO.	ITEM	INTERWEST CONSTRUCTION, INC.			ACTIVE CONSTRUCTION, INC.			OMA CONSTRUCTION, INC.			STELLAR J CORPORATION			GRANITE CONSTRUCTION CO.			R.W. SCOTT CONSTRUCTION		
		QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SCHEDULE B: WWTF FRONTAGE IMPROVEMENTS																			
131	Minor Change Survey	1 EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
132	Record Drawings (Min. Bid \$1,000)	1 LS	\$8,000.00	\$7,000.00	\$6,500.00	\$7,000.00	\$6,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$5,750.00	
133	Mobilization, Cleanup and Demobilization	1 LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
134	Project Temporary Traffic Control	1 LS	\$20,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$63,490.00	
135	Work Zone Safety Contingency	1 LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$248,017.00	
136	Clearing and Grubbing	1 LS	\$5,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$1,500.00	
137	Removal of Structures and Obstructions	1 LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,500.00	
138	Excavation, Embankment and Grading, Incl. Haul	260 CY	\$13,000.00	\$32,000.00	\$8,320.00	\$14,300.00	\$55,000.00	\$80,00.00	\$80,00.00	\$80,00.00	\$80,00.00	\$19,500.00	\$19,500.00	\$19,500.00	\$19,500.00	\$19,500.00	\$19,500.00	\$3,980.00	
139	Unsuitable Foundation Excavation, Incl. Haul	10 CY	\$55,00	\$55,00	\$100,00	\$100,00	\$100,00	\$1,010.00	\$1,010.00	\$1,010.00	\$1,010.00	\$200,00	\$200,00	\$200,00	\$200,00	\$200,00	\$200,00	\$65.00	
140	Gravel Borrow, Incl. Haul	15,200 TN	\$15,200.00	\$34.00	\$512,800.00	\$15,200.00	\$50.00	\$50.00	\$50.00	\$50.00	\$76,000	\$76,000	\$76,000	\$76,000	\$76,000	\$76,000	\$42.00		
141	Locate Existing Utilities	1 LS	\$4,000.00	\$2,500.00	\$2,500.00	\$3,250.00	\$3,250.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$10,000.00	
142	Controlled Density Fills	5 CY	\$500.00	\$2,500.00	\$2,500.00	\$325.00	\$325.00	\$325.00	\$1,625.00	\$1,625.00	\$1,625.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	
143	Crushed Surfacing, Top Course	200 TN	\$11,000.00	\$42.00	\$8,400.00	\$11,000.00	\$55.00	\$10,600.00	\$10,600.00	\$10,600.00	\$10,600.00	\$55.00	\$55.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$40.00	
144	HMA CL 1/2" PG 5RH-22	140 TN	\$250.00	\$230.00	\$230.00	\$192.00	\$192.00	\$26,880.00	\$26,880.00	\$26,880.00	\$26,880.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00	\$3,900.00	
145	Job Mix Compliance Price Adjustment	1 EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
146	Compaction Price Adjustment	1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
147	CEP Storm Sewer Pipe, 8 in. Diam. (Incl. Bedding)	55 LF	\$100.00	\$5,500.00	\$5,500.00	\$120.00	\$6,600.00	\$4,675.00	\$4,675.00	\$4,675.00	\$4,675.00	\$825.00	\$825.00	\$100.00	\$100.00	\$100.00	\$100.00	\$6,050.00	
148	CEP Storm Sewer Pipe, 12 in. Diam. (Incl. Bedding)	140 LF	\$110.00	\$15,400.00	\$15,400.00	\$73.00	\$10,220.00	\$10,220.00	\$10,220.00	\$10,220.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$16,000.00		
149	Concrete Inlet	3 EA	\$500.00	\$1,100.00	\$1,100.00	\$3,360.00	\$2,150.00	\$6,450.00	\$6,450.00	\$6,450.00	\$6,450.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,627.00	
150	Adjust Sewer Manholes	1 EA	\$500.00	\$920.00	\$920.00	\$935.00	\$935.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,050.00	
151	Adjust Water Valve Box	3 EA	\$500.00	\$1,500.00	\$1,500.00	\$1,830.00	\$1,830.00	\$140.00	\$140.00	\$140.00	\$140.00	\$220.00	\$220.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,400.00	
152	Adjust Gas Valve Box	15 EA	\$300.00	\$4,500.00	\$4,500.00	\$6,150.00	\$6,150.00	\$200.00	\$200.00	\$200.00	\$200.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	
153	Removal of Uninsulated Material (Trench)	5 CY	\$100.00	\$200.00	\$200.00	\$125.00	\$125.00	\$101.00	\$101.00	\$101.00	\$101.00	\$250.00	\$250.00	\$150.00	\$150.00	\$150.00	\$150.00	\$400.00	
154	Temporary Excavation Safety Systems	1 LS	\$1,000.00	\$1,000.00	\$1,000.00	\$550.00	\$550.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,800.00	
155	Erosion Control and Water Pollution Prevention	1 LS	\$5,000.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,788.00	
156	Toepile, Type A	160 CY	\$70.00	\$8,000.00	\$8,000.00	\$55.00	\$920.00	\$70.00	\$70.00	\$70.00	\$70.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$1,156.00	
157	Bark or Wood Chip Mulch	10 CY	\$100.00	\$1,000.00	\$1,000.00	\$770.00	\$770.00	\$65.00	\$65.00	\$65.00	\$65.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$770.00	
158	Seeding, Fertilizing and Mulching	200 LF	\$40.00	\$3,600.00	\$3,600.00	\$2,50	\$2,50	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,75	\$1,75	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,700.00	
159	Root Barrier	200 LF	\$50.00	\$10,000.00	\$10,000.00	\$17.00	\$17.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$12.00	\$12.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,700.00	
160	PSIPE Thuya plicata, Western Red Cedar	12 EA	\$400.00	\$200.00	\$200.00	\$420.00	\$420.00	\$45.00	\$45.00	\$45.00	\$45.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,540.00	
161	PSIPE Poens Berry, Zuccedo Snow Cherry	10 EA	\$150.00	\$1,000.00	\$1,000.00	\$210.00	\$210.00	\$80.00	\$80.00	\$80.00	\$80.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$2,288.00	
162	PSIPE Calliandra americana, American beautyberry	30 EA	\$30.00	\$900.00	\$900.00	\$31.00	\$31.00	\$330.00	\$330.00	\$330.00	\$330.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,789.00	
163	Cement Cone, Traffic Curb and Gutter	440 LF	\$60.00	\$26,400.00	\$26,400.00	\$50.00	\$50.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$65.00	\$65.00	\$550.00	\$550.00	\$550.00	\$550.00	\$2,700.00	
164	Cement Cone, Driveway Entrance	75 SY	\$120.00	\$9,000.00	\$9,000.00	\$172.00	\$172.00	\$12,900.00	\$12,900.00	\$12,900.00	\$12,900.00	\$109.00	\$109.00	\$112.50	\$112.50	\$112.50	\$112.50	\$1,250.00	
165	Cement Cone, Sidewalk	300 SY	\$80.00	\$24,000.00	\$24,000.00	\$108.00	\$108.00	\$32,400.00	\$32,400.00	\$32,400.00	\$32,400.00	\$104.00	\$104.00	\$120.00	\$120.00	\$120.00	\$120.00	\$2,300.00	
166	Detachable Warning Surface	32 SF	\$150.00	\$4,800.00	\$4,800.00	\$58.00	\$58.00	\$1,856.00	\$1,856.00	\$1,856.00	\$1,856.00	\$71.00	\$71.00	\$22,272.00	\$22,272.00	\$22,272.00	\$22,272.00	\$2,368.00	
167	Illumination System, Complete	1 LS	\$60,000.00	\$60,000.00	\$60,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$36,560.00	
168	Permanent Signing	1 LS	\$8,000.00	\$3,200.00	\$3,200.00	\$5.00	\$5.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,755.00	\$1,755.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$1,940.00	
169	Plastic Line	390 LF	\$15.00	\$8,580.00	\$8,580.00	\$43.00	\$43.00	\$18,920.00	\$18,920.00	\$18,920.00	\$18,920.00	\$109.00	\$109.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$1,950.00	
170	Plastic Stop Line	12 LF	\$100.00	\$12,000.00	\$12,000.00	\$41.00	\$41.00	\$492.00	\$492.00	\$492.00	\$492.00	\$38.50	\$38.50	\$240.00	\$240.00	\$240.00	\$240.00	\$456.00	
171	Plastic Crosswalk Line	70 SF	\$40.00	\$2,800.00	\$2,800.00	\$9.00	\$9.00	\$630.00	\$630.00	\$630.00	\$630.00	\$595.00	\$595.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$630.00	
172	Subtotal, Schedule B			\$41,520.00	\$41,520.00			\$337,918.00	\$337,918.00	\$337,918.00	\$337,918.00	\$337,918.00	\$337,918.00					\$582,692.00	
	Sales Tax @ 6% (Per W.S. Revenue Rule 17)			\$415,200.00	\$415,200.00			\$327,539.00	\$327,539.00	\$327,539.00	\$327,539.00	\$327,539.00	\$327,539.00					\$562,692.00	
	TOTAL CONSTRUCTION COST, SCHEDULE B																		

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

DATE: 10/20/25
DRAWN: SC
CHECKED: KWB
APPROVED: KWB
Page 3 of 4
CITY OF NORTH BEND, WASHINGTON
SR 202 SHARED-USE TRAIL EXTENSION
GRAY & OSBORNE #24421

BIDDER		ITEM		ENGINEER'S ESTIMATE		INTERWEST CONSTRUCTION, INC.		ACTIVE CONSTRUCTION, INC.		OMA CONSTRUCTION, INC.		STELLAR J CORPORATION		GRANITE CONSTRUCTION CO.		R.W. SCOTT CONSTRUCTION		
NO.	SCHEDULE C: SANITARY SEWER ULLID NO. 7	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201	Minor Change	1 EST	\$5,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
202	Survey	1 LS	\$3,000.00	\$3,000.00	\$2,230.00	\$1,750.00	\$2,230.00	\$1,750.00	\$2,230.00	\$1,750.00	\$2,230.00	\$1,750.00	\$2,230.00	\$1,750.00	\$2,230.00	\$1,750.00	\$2,230.00	
203	Record Drawings (Min. Bid \$11,000)	1 LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
204	Mobilization, Clean-up and Demobilization	1 LS	\$35,000.00	\$35,000.00	\$45,000.00	\$35,000.00	\$45,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	
205	Project Temporary Traffic Control	1 LS	\$5,000.00	\$5,000.00	\$35,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
206	Work Zone Safety Contingency	1 EST	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
207	Cleaning and Grabbing	1 LS	\$5,000.00	\$5,000.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	
208	Gravel Borrow, In- Haul	1,140 TNS	\$55.00	\$55.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	
209	Controlled Density Fill	10 CY	\$500.00	\$500.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	
210	Locate Existing Utilities	1 LS	\$5,000.00	\$5,000.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	
211	Construction Geotextile for Separation	60 SY	\$10.00	\$6,000.00	\$11,000.00	\$6,600.00	\$11,000.00	\$6,600.00	\$11,000.00	\$6,600.00	\$11,000.00	\$6,600.00	\$11,000.00	\$6,600.00	\$11,000.00	\$6,600.00	\$11,000.00	
212	Permeable Ballast	30 TN	\$60.00	\$80.00	\$92,00.00	\$2,760.00	\$92,00.00	\$2,760.00	\$92,00.00	\$2,760.00	\$92,00.00	\$2,760.00	\$92,00.00	\$2,760.00	\$92,00.00	\$2,760.00	\$92,00.00	
213	3 Manholes, 48 in. Diam.	3 EA	\$10,000.00	\$10,000.00	\$4,600.00	\$13,800.00	\$4,600.00	\$13,800.00	\$4,600.00	\$13,800.00	\$4,600.00	\$13,800.00	\$4,600.00	\$13,800.00	\$4,600.00	\$13,800.00	\$4,600.00	
214	Connection to Existing Manhole	1 EA	\$8,000.00	\$8,000.00	\$2,400.00	\$24,200.00	\$2,400.00	\$24,200.00	\$2,400.00	\$24,200.00	\$2,400.00	\$24,200.00	\$2,400.00	\$24,200.00	\$2,400.00	\$24,200.00	\$2,400.00	
215	Connection to Existing Low-Pressure Force Main	1 EA	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	
216	Existing Manhole Modifications	1 LS	\$12,000.00	\$12,000.00	\$12,000.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	
217	Removal of Unsuitable Macular Trench	10 CY	\$200.00	\$200.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
218	Tree Removal	1 LS	\$10,000.00	\$10,000.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	
219	Tree Removal	1 LS	\$25,000.00	\$22,000.00	\$10,900.00	\$25,900.00	\$10,900.00	\$25,900.00	\$10,900.00	\$25,900.00	\$10,900.00	\$25,900.00	\$10,900.00	\$25,900.00	\$10,900.00	\$25,900.00	\$10,900.00	
220	S20 3.5 PVC Sanitary Sewer Pipe, 12 in. Diam.	570 LF	\$180.00	\$102,600.00	\$150.00	\$85,500.00	\$160.00	\$85,500.00	\$160.00	\$85,500.00	\$160.00	\$85,500.00	\$160.00	\$85,500.00	\$160.00	\$85,500.00	\$160.00	
221	8in. Diam. HDPE Sewer Low-Pressure Force Main	210 LF	\$170.00	\$31,700.00	\$165.00	\$34,650.00	\$165.00	\$34,650.00	\$165.00	\$34,650.00	\$165.00	\$34,650.00	\$165.00	\$34,650.00	\$165.00	\$34,650.00	\$165.00	
222	Locate Station	2 EA	\$1,350.00	\$2,700.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	
223	Sanitary Sewer Force Main Bridge Crossing	1 LS	\$25,000.00	\$28,000.00	\$161,000.00	\$200,000.00	\$161,000.00	\$200,000.00	\$161,000.00	\$200,000.00	\$161,000.00	\$200,000.00	\$161,000.00	\$200,000.00	\$161,000.00	\$200,000.00	\$161,000.00	
224	Erosion Control and Water Pollution Prevention	1 LS	\$5,000.00	\$5,000.00	\$7,200.00	\$1,000.00	\$7,200.00	\$1,000.00	\$7,200.00	\$1,000.00	\$7,200.00	\$1,000.00	\$7,200.00	\$1,000.00	\$7,200.00	\$1,000.00	\$7,200.00	
	Subtotal, Schedule C																	
	Sales Tax (@ 9.1 %)																	
	TOTAL CONSTRUCTION COST, SCHEDULE C																	
	TOTAL CONSTRUCTION COST, SCHEDULE A																	
	TOTAL CONSTRUCTION COST, SCHEDULE B																	
	TOTAL CONSTRUCTION COST, SCHEDULE C																	
	TOTAL CONSTRUCTION COST, SCHEDULES A, B AND C																	

Scaled bids were opened at the City of North Bend, 920 SE Cedar Falls Way, North Bend, Washington 97045 on Wednesday, October 15, 2025, at 11:00 a.m. (local time).

I hereby certify that, to the best of my knowledge, the above tabulations are true and correct:
[Signature]

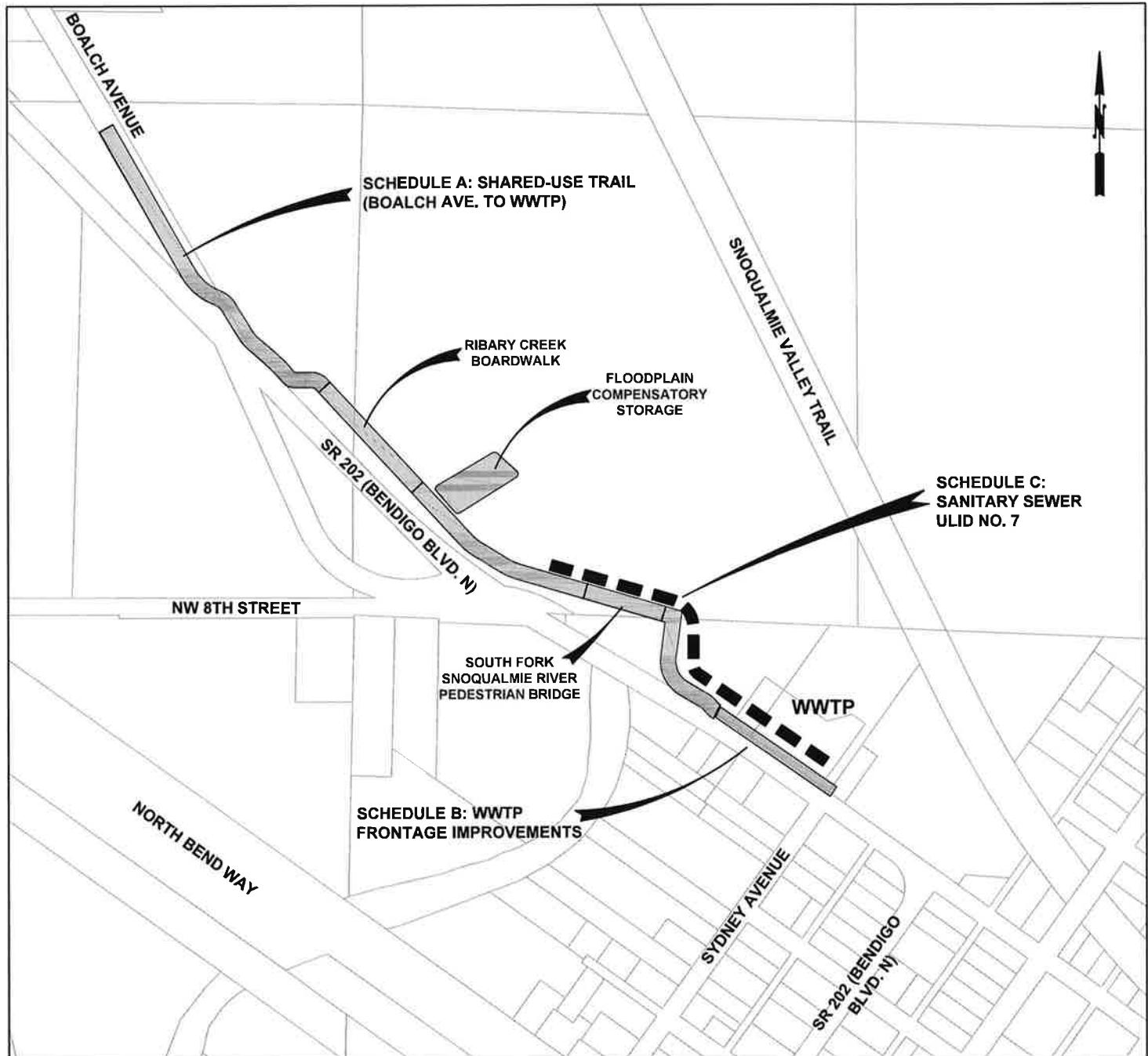
KEVIN BROWN, P.E.

CITY OF NORTH BEND, WASHINGTON
SR 202 SHARED-USE TRAIL EXTENSION
GRAY & OSBORNE #24421

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

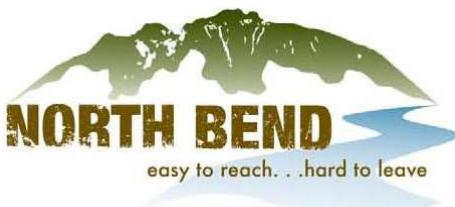
DATE: 10/20/25
DRAWN: SC
CHECKED: KW
APPROVED: KW

Page 4 of 4



LOCATION MAP

NTS



City Council Agenda Bill

SUBJECT:	Agenda Date: November 4, 2025	AB25-121
Motion Authorizing Contract with Gray and Osborne for Construction Management and Inspection Services for the SR202 Shared Use Trail Project	Department/Committee/Individual	
Cost Impact: \$658,700 (Not to Exceed)	Mayor Mary Miller	
Fund Source: TIF, TBD, PIF, REET, ULID Bonds	City Administrator – Amber Emery	
Timeline: Immediate	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Tom Mohr, P.E.	X

Attachments: Scope of Work, Fee

SUMMARY STATEMENT:

During the past 2 years Gray and Osborne Inc. (“G&O”) has completed the design and permitting for the SR202 Shared Use Trail Project, along with supporting staff through the advertisement and bid opening process.

As part of the pending infrastructure construction of the SR202 Shared Use Trail Project, the City of North Bend needs full-time construction management and inspection services support to cover this large project. The City’s sole public works inspector lacks the bandwidth to support this large project and there are several specialized disciplines outside his expertise that require outside support, including geotechnical engineering, cultural resource monitoring, and inspection and testing services to support construction of the concrete bridge abutments and the prefabricated pedestrian bridge. As a result, City staff desire to contract with G&O for construction management and inspection services.

The scope of work and fee from G&O is attached and includes the following tasks: project management and oversight, geotechnical services, cultural resource monitoring, office support services, submittal and shop drawing reviews, construction meetings, daily inspection and documentation services, special inspection and testing services, and creation of record drawings.

G&O is a large, local engineering firm headquartered in Seattle with experienced staff capable of performing the above-noted construction management and inspection services. G&O is currently performing construction management and inspection services for the Meadowbrook Improvements Project on behalf of the City and they have provided tremendous service to date. City staff have a good working relationship with G&O and G&O provides quality work in a professional manner.

The proposed fee for construction management and inspection services is \$658,700. This is 12.4% of the construction cost of \$5.3 million and construction management and inspection services for transportation projects typically fall in the 10-15% range of construction costs.

Construction management and inspection services will be paid for by several funding sources based on the 3 separate schedules of work within the SR202 Shared Use Trail Project as described below:

Schedule A (Shared Use Trail and Pedestrian Bridge): Construction management and inspection services for this schedule of work are a not to exceed amount of **\$534,600** and will be funded through a combination of local funding sources including TIF, TBD, PIF and REET.

City Council Agenda Bill

Schedule B (WWTP Frontage Improvements): Construction management and inspection services for this schedule of work are a not to exceed amount of **\$39,300** and will be funded through a combination of local funding sources including TIF, TBD and REET.

Schedule C (Sanitary Sewer ULID No. 7): Construction management and inspection services for this schedule of work are a not to exceed amount of **\$84,800** and will be funded with bonds that will ultimately be reimbursed via assessments issued to property owners within the ULID No. 7 boundary.

City staff recommend approval of this construction management and inspection services 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 October 28th, 2025 meeting and recommended approval and placement on the Main Agenda for discussion.

RECOMMENDED ACTION: **MOTION to approve AB25-121, authorizing the Mayor to execute a contract with G&O for construction management and inspection services for the SR202 Shared Use Trail Project, in an amount not to exceed \$658,700, in a form and content approved by the City Attorney.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 4, 2025		

EXHIBIT A

SCOPE OF WORK

CITY OF NORTH BEND SR 202 SHARED-USE TRAIL EXTENSION – CONSTRUCTION MANAGEMENT

PROJECT UNDERSTANDING

The City North Bend (City) wishes to contract with Gray & Osborne, Inc. for construction management services to support the construction of the SR 202 Shared-Use Trail Extension. The project includes three schedules of work. Schedule A – Shared-Use Trail, Schedule B – Wastewater Treatment Facility Frontage Improvements, and Schedule C – Sanitary Sewer ULID 7. All costs associated with the various schedules of work will be tracked and invoiced separately.

This Scope of Work is based on the project's anticipated Contract construction period of 200 working days. However, it is anticipated that Task 5 – Submittal Review will begin prior to construction to ensure that the pedestrian bridge can be ordered, manufactured, and delivered to the site in a timely manner. Construction activities are anticipated to begin on, or around May 4, 2026.

More specifically, the work will include the following.

CONSTRUCTION MANAGEMENT SERVICES

The following Construction Management Service Tasks are included in this Contract to support the construction of the project.

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Services are to include the following.

- A. Procure sufficient staff resources to dedicate to the project.
- B. Prepare and execute Subconsultant Contracts.
- C. Manage and coordinate Subconsultant work.
- D. Manage and control project budget and schedule.
- E. Manage and provide monthly progress reports and invoices. Each schedule of work will be tracked and invoiced separately.

Task 2 – Geotechnical Support Services (PanGEO, Inc.)

Provide geotechnical support services during construction to observe and inspect the Contractor's operations. Services are to include the following.

- A. Attend Preconstruction Meeting.
- B. Review design submittals for the aggregate pier design-build Contractor.
- C. Review design submittals for the structural earth walls and related materials.
- D. Provide daily full-time inspection during the installation of the steel sheet piles and aggregate piers at each bridge abutment site. Includes evaluating the post-treatment test results to verify that the design objective is achieved.
- E. Provide daily reports documenting the overall observations and the Contractor's operations.

Task 3 – Cultural Resources Monitoring (Equinox Research and Consulting International, Inc.)

Provide full-time onsite monitoring of excavation activities associated with both bridge abutments. It is assumed that the work will not encounter human remains or require any additional Permits and/Plans, not already listed for this Task. Services are to include the following.

- A. Prepare a Monitoring Plan.
- B. Monitor Contractor's excavation activities. It is assumed that full-time monitoring will be provided on 9 separate working days.
- C. Management and documentation of excavation operations and materials found. Work includes research, consultation, and coordination with affected Tribes and Government Agencies, reporting, and data entry, as may be required.

Task 4 – In-Office Support Services

Provide in-office support to address and respond to Contractors' and City staff questions and concerns during construction. Services are to include the following.

- A. Provide daily in-office support to respond to Contractor's and City's requests for information (RFIs) during construction.
- B. Assist the City with negotiation of Minor Changes and/or Change Orders, as may be applicable.
- C. Prepare Drawings/Exhibits as required to clarify design/construction issues.
- D. Review Weekly Quantity Reports to ensure the project is proceeding in accordance with the Contract Documents. Prepare monthly progress estimates based on these reports.

Task 5 – Submittal Review

Review product submittal information for compliance with Contract requirements. Services are to include the following.

- A. Provide in-office review of information submitted by the Contractor to ensure compliance with the Contract Documents.
- B. Track submittals and provide written response/approval to the Contractor.

Task 6 – Construction Meetings

Attend the following Construction Meetings. Services are to include the following.

- A. Attend Preconstruction Meeting. Gray & Osborne will prepare the agenda for the meeting, facilitate the meeting, and prepare meeting minutes.
- B. Attend weekly construction meeting to discuss Contractor's progress and ongoing construction issues. This Contract assumes Gray & Osborne will attend up to forty weekly meetings. Gray & Osborne will prepare agendas and meeting minutes.
- C. Attend onsite Construction Meetings. This Contract assumes Gray & Osborne will attend up to four additional onsite Construction Meetings.

- D. Complete a walkthrough at the end of the project with the City, Inspector, and Contractor to prepare a Punchlist of items to be corrected or completed.

Task 7 – Inspection Service

Provide onsite inspection services to support project construction. Services are to include the following.

- A. Attend Preconstruction Meeting.
- B. Attend weekly Construction Meetings.
- C. Provide onsite daily inspection to support project construction. This Contract provides for one Inspector for the entire 200-working day duration to cover all three schedules of work.
- D. Provide field documentation to include Daily Reports, Weekly Quantity Reports, and Weekly Working Days Reports. Confirm/measure quantities for payment with Contractor in the field, on a weekly basis.
- E. At Substantial Completion, coordinate with the City and prepare a Punchlist of items to be corrected or completed.

Task 8 – Special Inspection and Testing Services (Materials Testing & Consulting, Inc.)

Provide special inspection and testing services to support construction of the concrete bridge abutments and prefabricated pedestrian bridge.

- A. Complete special inspection, including concrete, rebar, structural steel, etc., testing required for the project. Complete material laboratory testing of concrete and grout.
- B. Provide field and laboratory documentation for the special inspection and testing services.

Task 9 – Record Drawings

Document the final project as constructed with any modifications from the original design. Services are to include the following.

- A. Prepare Record Drawings based upon the Contractor's markups, City notes and markups, and Gray & Osborne's field observations and final inspections. A topographical survey to verify actual as-constructed conditions is not included.
- A. Provide Record Drawings as hard copies (3 full-size and 3 half-size Plansets) and in an electronic copy in pdf format.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B for each schedule of work (Exhibits B-1 through B-3). This amount will not be exceeded without prior written authorization of the City.

EXHIBIT B-1

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF NORTH BEND - SR 202 SHARED-USE TRAIL EXTENSION - SCHEDULE A - SHARED-USE TRAIL

Tasks	Principal-In-Charge Hours	Project Manager/Engineer Hours	Civil Engineer Hours	Structural Engineer Hours	Field Inspector Hours	AutoCAD/GIS Technician/Engineer Intern Hours
1 Project Management and Oversight	20	20				
2 Geotechnical Support Services		2				
3 Cultural Resources Monitoring		2				
4 In-Office Support Services	40	160	160	120		16
5 Submittal Review		8	16	80		
6 Construction Meetings	60	234	18	24		
7 Inspection Service					1,240	
8 Special Inspection and Testing Services		4				
9 Record Drawings		4	8			8
Hour Estimate:	120	434	202	224	1,240	24
Fully Burdened Billing Rate Range:*	\$170 to \$270	\$170 to \$270	\$140 to \$190	\$120 to \$245	\$120 to \$200	\$70 to \$190
Estimated Fully Burdened Billing Rate:*	\$260	\$240	\$180	\$240	\$180	\$180
Fully Burdened Labor Cost:	\$31,200	\$104,160	\$36,360	\$53,760	\$223,200	\$4,320
Total Fully Burdened Labor Cost:						
Direct Non-Salary Cost:						
Mileage & Expenses (Mileage @ current IRS rate)						
Subconsultant:						
PanGEO, Inc.						
PH Consulting, LLC						
Materials Testing & Consulting, Inc.						
Equinox Research and Consulting International, Inc.						
Subconsultant Overhead (10%)						
TOTAL ESTIMATED COST (SCHEDULE A):						\$ 534,600

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT B-2
ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF NORTH BEND - SR 202 SHARED-USE TRAIL EXTENSION - SCHEDULE B -
WASTEWATER TREATMENT FACILITY FRONTAGE IMPROVEMENTS

Tasks	Principal-In-Charge Hours	Project Manager/Engineer Hours	Civil Engineer Hours	Field Inspector Hours	AutoCAD/GIS Technician/Engineer Intern Hours
1 Project Management and Oversight	2	2			
2 Geotechnical Support Services					
3 Cultural Resources Monitoring					
4 In-Office Support Services	4	16	24		
5 Submittal Review			8		
6 Construction Meetings		6	6		
7 Inspection Service				120	
8 Special Inspection and Testing Services					
9 Record Drawings		2	2		2
Hour Estimate:	6	26	40	120	2
Fully Burdened Billing Rate Range:*	\$170 to \$270	\$170 to \$270	\$140 to \$190	\$120 to \$200	\$70 to \$190
Estimated Fully Burdened Billing Rate:*	\$260	\$240	\$180	\$180	\$180
Fully Burdened Labor Cost:	\$1,560	\$6,240	\$7,200	\$21,600	\$360
Total Fully Burdened Labor Cost:		\$ 36,960			
Direct Non-Salary Cost:					
Mileage & Expenses (Mileage @ current IRS rate)		\$ 140			
Subconsultant:					
PH Consulting, LLC		\$ 2,000			
Subconsultant Overhead (10%)		\$ 200			
TOTAL ESTIMATED COST (SCHEDULE B):		\$ 39,300			

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT B-3

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF NORTH BEND - SR 2022 SHARED-USE TRAIL EXTENSION - SCHEDULE C - SANITARY SEWER ULLID 7

Tasks	Principal-In-Charge Hours	Project Manager/Engineer Hours	Engineer-In-Training Hours	Structural Engineer Hours	Field Inspector Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours
1 Project Management and Oversight	2	12				
2 Geotechnical Support Services		1				
3 Cultural Resources Monitoring		1				
4 In-Office Support Services	2	8		16		
5 Submittal Review		4		12		2
6 Construction Meetings		16		8		
7 Inspection Service				8		240
8 Special Inspection and Testing Services						
9 Record Drawings		2		4		
Hour Estimate:	4	44		48	2	240
Fully Burdened Billing Rate Range:*	\$170 to \$270	\$170 to \$270		\$110 to \$180	\$120 to \$245	\$120 to \$200
Estimated Fully Burdened Billing Rate:*	\$260	\$240		\$170	\$240	\$180
Fully Burdened Labor Cost:	\$1,040	\$10,560		\$8,160	\$480	\$43,200
Total Fully Burdened Labor Cost:						\$ 64,880
Direct Non-Salary Cost:						\$ 2,100
Mileage & Expenses (Mileage @ current IRS rate)						
Subconsultant:						
PanGEO, Inc.						\$ 8,500
Equinox Research and Consulting International, Inc.						\$ 7,700
Subconsultant Overhead (10%)						\$ 1,620
TOTAL ESTIMATED COST (SCHEDULE C):						\$ 84,800
TOTAL ESTIMATED COST (ALL SCHEDULES):						\$ 658,700

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



City Council Agenda Bill

SUBJECT:	Agenda Date: November 4, 2025	AB25-122
Motion Authorization Change Order No. 1 with the Northwest Railway Museum for the Railroad Crossings 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 Public Works – Tom Mohr, PE	
Cost Impact: \$58,140 plus sales tax		
Fund Source: TIF and TBD		X
Timeline: Immediate		
Attachments: Change Order Cost Breakdown		
SUMMARY STATEMENT:		
<p>In 2022, City of North Bend Staff and the Northwest Railway Museum applied for and received a Federal Railway-Highway Crossing Program Grant in the amount of \$2,721,000 for the engineering and construction of the Railroad Crossings Project. In 2025, City of North Bend Staff and the Northwest Railway Museum applied for and received an additional \$2,083,000 from the Railway-Highway Crossing Program to account for added costs to the project. Following acceptance of these grant funds, the City signed a Railroad Grade Crossing Agreement with the Northwest Railway Museum to construct the Project, which will improve four railroad crossings located in the City at SR-202, Main Avenue, NW 8th Street, and North Bend Way.</p>		
<p>Change Order No. 1 is being requested by City staff in coordination with the McClellan Street Improvements Project currently in design which will bring all overhead power and communication lines underground along McClellan Avenue and intersecting roadways. This change order would install the joint utility trench (“JUT”) under the railroad crossings at the Main Avenue and Sydney Avenue intersections as part of the Railroad Crossings Project currently underway.</p>		
<p>If the JUT was installed after the railroad crossing project was complete, we would need to bore the conduit and/or casing holding the conduit under the new railroad crossings which would cost on the order of 2 to 2.5 times this change order cost. This will be a savings to the overall cost of the McClellan Avenue Improvements Project.</p>		
<p>The scope of this change order work includes traffic control, trenching, haul and disposal of trench material, furnishing and placement of conduit for JUT, furnishing and placement of backfill material, and restoration.</p>		
<p>Total cost for Change Order No. 1 is \$58,140 plus sales tax. This change order will be funded with a combination of transportation impact fees and transportation benefit district funds.</p>		
<p>City staff recommend Change Order No. 1 be approved as it is an overall cost savings and will lead to less disruption to downtown business when construction of the McClellan Avenue Improvements Project commences in the future.</p>		
APPLICABLE BRAND GUIDELINES: Consistent delivery of basic quality services including transportation and traffic management.		
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation and Public Works Committee reviewed this item at their October 28, 2025, meeting and recommended approval and placement on the Main Agenda for discussion.		

City Council Agenda Bill

RECOMMENDED ACTION: **MOTION to approve AB25-122, authorizing Change Order No. 1 with Northwest Railway Museum for the Railroad Crossings Project, in a form and content approved to the City Attorney, in an amount not to exceed \$58,140 plus sales tax.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 4, 2025		

October 27, 2025

Richard R. Anderson, Executive Director
 Northwest Railway Museum
richard@trainmuseum.org
 9312 Stone Quarry Road
 Snoqualmie, WA 98065
 CC: Jeffrey Schmaus – Railstar Engineering, LLC.

RE: SVRR-NWRY Grade Crossing Improvements – Change Order Request #1 Revision 1

Dear Richard,

Included is Stacy and Witbeck, Inc's change order request number 1 for the below noted scope changes which have been previously discussed. The total value of this change order request is sixty-three thousand, four hundred and thirty dollars and seventy-four cents (\$63,430.74) inclusive off all taxes including retail sales tax.

Joint Utility Trench – Sydney Ave

- Installation of (1) joint utility trench across NWRM tracks adjacent to Sydney St as shown in document "24-011_JUT RR Trench.pdf" provided 10/14/2025 via email.
- Basis of pricing is in coordination with removal and replacement of existing tracks and track subbase as part of SVRR-NWRY Grade Crossing Safety Improvements project.
- REVISED FROM INITIAL CO REQUEST – 4" Sch 80 PVC Conduit to be furnished by SWI.

Joint Utility Trench – Main Ave

- Installation of (1) joint utility trench at the Main Avenue crossing as shown in document "24-011_JUT RR Trench.pdf" provided 10/14/2025 via email.
- Basis of pricing is in coordination with removal and replacement of existing tracks and track subbase as part of SVRR-NWRY Grade Crossing Safety Improvements project.
- Excludes furnishing conduit by SWI – additional compensation to be requested separately for any conduit required to be furnished by SWI.

Please contact me if you have any questions.

Sincerely,

Ryan Bodyfelt
 Stacy and Witbeck, Inc.
 Project Manager

BID TOTALS	
<u>Bid Item</u>	<u>Description</u>
<u>Quantity</u>	<u>Status - Rnd</u>
10/27/2025	23:36
25-115JUTROM	SVRR-NWRY Grade Xing JUT ROM
*** Ryan Bodyfelt, RB	
40000010	JUT SYDNEY - MOBILIZATION
40000020	JUT SYDNEY - EXCAVATION
40000025	JUT SYDNEY - OFFHAUL & DISPOSE EXCAVATION
40000030	JUT SYDNEY - F&I 4" SCH 80 CONDUIT
40000040	JUT SYDNEY - BACKFILL & RESTORE GRADE
40000045	JUT SYDNEY - BUY & HAUL BACKFILL

9.1% Retail Sales Tax - \$5,290.74