



## CITY COUNCIL MEETING\*

### November 18, 2025 – Agenda

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

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

#### CONSENT AGENDA:

		Pg.#
1) Minutes	City Council Meeting of November 4, 2025	1
2) Payroll	November 5, 2025 – 78053 through 78058, in the amount of \$416,675.37	
3) Checks	November 18, 2025 – 78059 through 78110, in the amount of \$1,343,341.04	
4) AB25-123	Resolution – Designating 2026 Paper of Record	Ms. Oppedal 5
5) AB25-124	Resolution – Authorizing Cancellation of Outdated Checks	Mr. Chaw 15
6) AB25-125	Motion – Authorizing Amendment No. 1 to Terracon On-Call Contract	Mr. Mohr 19
7) AB25-126	Motion – Appointment of Municipal Court Judge	Mayor Miller 47

AUDIENCE PARTICIPATION: (Please restrict comments to 3 minutes)

#### COMMISSION AND COMMITTEE REPORTS:

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

#### MAIN AGENDA:

8) AB25-127	Public Hearing Cont., Ordinance – Setting 2026 Property Tax Levy	Mr. Chaw 49
9) AB25-128	Ordinance – Amending Taxes, Rates & Fees Schedule RE Solid Waste & Recycling Rates	Mr. Mohr 65
10) AB25-129	Motion – Authorizing Lease with DFW for CED Annex Building	Ms. Escobar 83

**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

November 4, 2025

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

## CALL TO ORDER, ROLL CALL:

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

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

Councilmember Joselyn requested AB25-119 – Ordinance Amending NBMC Chapter 18.06 Definitions & NBMC Chapter 18.10 Zoning Districts be pulled and deferred to a future workstudy. Mayor Miller noted the item would be remanded to a future workstudy for discussion.

## CONSENT AGENDA:

**Minutes** – City Council Meeting of October 21, 2025

**Payroll – October 20, 2025** – 77919 through 77921, in the amount of **\$304,300.00**

**Checks – November 4, 2025** – 77996 through 78052, in the amount of **\$3,045,691.91**

**AB25-115** – Resolution 2170 Accepting Infrastructure Improvements for SSHI, LLC for Harrison Court II Subdivision

**AB25-116** – Motion Authorizing Amendment No. 1 to Keithly On-Call Contract

**AB25-117** – Motion Authorizing Amendment No. 3 to DKS On-Call Contract

**AB25-118** – Resolution 2171 Awarding WWTP Fencing Project to South Sound Fencing

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

## AUDIENCE PARTICIPATION:

**Michael Thomas**, North Bend resident, expressed concern about the Master Plan and SEPA Mitigated Determination of Non-significance for the proposed Middle Fork Property Development in the vicinity of Truck Town, particularly the inclusion of a 25-acre site for the National Guard and its environmental impact and vicinity to residential areas. He encouraged all to attend the November 13<sup>th</sup> Public Hearing at 1:30 p.m. at City Hall to share their thoughts regarding the project.

**Jenny Hennessy**, North Bend resident, noted she agreed with Mr. Thomas' comments and expressed concerns about the deviation from the North Bend Municipal Code, parking restrictions, view obstructions and affordability relating to the 230 Main Affordable Housing project. She requested that the City Council reject the Disposition and Development Agreement proposal related to this project.

**Terry Pottmeyer**, Snoqualmie Valley Food Bank, reminded all that the food bank was ready to serve the community and noted the following ways to support the food bank efforts: spread the word, help in distribution efforts, donate food/hosting food drives, and monetary contributions.

**Debra Landers**, North Bend Art & Industry, encouraged all to attend the Artists Sunday event on November 30<sup>th</sup> from 10 a.m. to 4 p.m. at Snoqualmie Middle School.

**Howie Benefiel**, Unincorporated North Bend, mentioned recent power outages and PSE's failure at providing reliable electric service. He requested the City Council ask for reliability data for North Bend for the past five years, outage response plans, capital improvement schedule and vegetation management expenditures.

Mayor Miller introduced local artist Bonnie Katz Sailors who has been showcasing her art at City Hall.

#### ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

##### **Proclamation** – Kindness Month

**Audio: 19:59**

Mayor Miller read a proclamation declaring the month of November 2025 as Kindness Month in the City of North Bend. Youth Success Mentoring Program Coordinator Kathy Hyland from Empower Youth Network was present to accept the proclamation.

#### INTRODUCTIONS:

##### **AB25-120** – Resolution 2172 Awarding SR202 Shared Use Trail Project to Interwest Construction

**Audio: 25:12**

Public Works Director Mohr provided the staff report.

Councilmember Koellen **MOVED**, seconded by Councilmember Tremolada to approve AB25-120, a resolution accepting bids and awarding the construction contract for the SR202 Shared Use Trail Project to Interwest Construction, Inc. The motion **PASSED** 7-0.

##### **AB25-121** – Motion Authorizing Contract with G&O for SR202 Shared Use Trail Project Construction Management

**Audio: 30:33**

Public Works Director Mohr provided the staff report.

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

**AB25-122 – Motion Authorizing Change Order No. 1 with NW Railway Museum for Railway Crossing Project****Audio: 35:54**

Public Works Director Mohr provided the staff report.

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

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

Councilmember Torguson encouraged all to be extra diligent in looking out for pedestrians when traveling on City streets and to support local businesses during the upcoming holiday season.

Councilmember Koellen echoed Councilmember Torguson's comments.

Councilmember Tremolada thanked the Snoqualmie Police Department and Snoqualmie Valley School District for their efforts in engaging with the community about recent threats at the middle school and encouraged parents to stay engaged with their school aged children's social media presence and to report any suspicious activity.

Councilmember Rustik thanked the audience for taking the time to share their opinions on a variety of topics and noted their comments were heard and appreciated.

Councilmember Gothelf noted today was Election Day and thanked all that took the time to get out and vote.

Councilmember Joselyn mentioned the current issue regarding disbursal of Federal Supplemental Nutrition Assistance Program funds and encouraged all to donate to the local food bank.

Mayor Miller spoke regarding the following items:

- Main Ave. S Road Closure for Railroad Crossing Project
- Arbor Day Celebration – November 14<sup>th</sup> 2 – 4 p.m. @ SF Snoqualmie River
- Caregiver Connection Conference – November 15<sup>th</sup> 8:30 a.m. @ Issaquah Senior Center
- Tips to prevent localized flooding

**ADJOURNMENT:**

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

The meeting adjourned at 7:47 p.m.

ATTEST:

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Mary Miller, Mayor

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Susie Oppedal, City Clerk

DRAFT



## City Council Agenda Bill

SUBJECT:	Agenda Date: November 18, 2025	AB25-123
<b>Resolution Designating the Snoqualmie Valley Record as the City's Official Newspaper for 2026</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – Amber Emery	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	X
	Administrative Services – Lisa Escobar	
	Community Development – James Henderson	
	Finance – Martin Chaw	
Cost Impact: N/A	Public Works – Tom Mohr	
Fund Source: N/A		
Timeline: Immediate		
<b>Attachments:</b> Resolution, Bid, Notice of Invitation to Bid		
<b>SUMMARY STATEMENT:</b>		
NBMC 1.26.010 requires that the City request bids to designate the City's Official Newspaper for publication of certain legal notices and bid requests as provided for in RCW 35.23.352. A Notice of Invitation to Bid to name the City's Official Newspaper for the year 2026 was published on October 3, 2025.		
The City received one bid from the Snoqualmie Valley Record. The Snoqualmie Valley Record, the City's newspaper of record in 2025, provided a bid at a rate of \$11.99 per column inch, the same rate it has charged since 2022. This rate remains more economical than the Seattle Times' rate of \$49.50 per column inch.		
Pursuant to NBMC 1.26.010(B), the attached resolution accepts the bid from the lowest responsible bidder, Snoqualmie Valley Record, and designates it as the City's Official Newspaper for 2026.		
<b>APPLICABLE BRAND GUIDELINES:</b> n/a		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This annual bid process for designation of the City's Official Newspaper was reviewed by the Finance & Administration Committee at their November 12, 2025 meeting with a recommendation for approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB25-123, a resolution accepting the Snoqualmie Valley Record publication bid and designating it as the City's Official Newspaper for 2026.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
Meeting Date	Action	Vote
November 18, 2025		



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING THE SNOQUALMIE VALLEY RECORD BID AND DESIGNATING THE SNOQUALMIE VALLEY RECORD AS THE CITY'S OFFICIAL NEWSPAPER FOR 2026**

**WHEREAS**, NBMC 1.26.010 requires the City to request annual bids for designation as the City's official newspaper for publication of certain legal notices and bid requests; and

**WHEREAS**, a Notice of Invitation to Bid to serve as the City's "Official Newspaper" for the year 2026 was published on October 3, 2025, and the Snoqualmie Valley Record submitted the lowest qualified bid; and

**WHEREAS**, the City desires to accept the bid from, and designate, the Snoqualmie Valley Record as the City's Official Newspaper for 2026 as required by RCW 35.23.352 and NBMC 1.26.010;

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

**Section 1.** The Snoqualmie Valley Record bid is accepted, and the Snoqualmie Valley Record is designated as the City's Official Newspaper for 2026 for the purposes of NBMC 1.26.010.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18<sup>TH</sup> DAY OF  
NOVEMBER, 2025.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

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**Susie Oppedal, City Clerk**





RECEIVED

OCT 15 2025

City of North Bend

October 11, 2025

To: City of North Bend  
 Re: Official Newspaper Bid

Sound Publishing is pleased to submit our bid to serve as the City of North Bend's Legal Newspaper of Record.

**Statement of Qualifications:**

The Snoqualmie Valley Record newspaper meets all the qualifications of R.C.W. 65.16.020, and is recognized and listed with the King County, Washington, Superior Court as a Legal Newspaper (attached).

**Publication Rate:**

With our current circulation at just over 800, the legal rate of \$11.99 per column inch equates to less than .0015¢ per household.

**Affidavits:**

Affidavits of publication are mailed within one week after a notice is published and each packet of affidavits will include 3 copies for your records.

**Circulation**

The Snoqualmie Valley Record is delivered weekly to paid subscribers in the Snoqualmie Valley (223), Fall City (101), Carnation (52) and North Bend (329) areas. This award-winning newspaper is also available at newsstands and stores located within the circulation area as well as the libraries and city hall offices.

**Reporting/News**

The Snoqualmie Valley Record and its website will continue to feature editorial coverage dedicated to the City of North Bend events, activities, news and general interest stories as they pertain to the readers & citizens at the discretion of the editor.

**Our Senior Vice-President/ Publisher**

As Senior Vice-President/ Publisher, John Carr has over 30 years in the newspaper industry. John is responsible for multiple print publications for Sound Publishing including all of our King County titles; the Kent, Renton, Auburn, Mercer Island Reporters, the Vashon-Maury Island Beachcomber, the Courier-Herald, the Snoqualmie Valley Record as well as the Federal Way Mirror. He is also responsible for multiple digital publications in King County such as the Bellevue, Bothell-Kenmore, Kirkland, Issaquah-Sammamish and Redmond Reporters. John coaches a commitment to delivering relevant, local news that directly affects the lives of those who raise families and work in the communities that Sound Publishing serves.

Thank you for your consideration of this bid. We look forward to continuing to serve the City's needs in the future.

Sincerely,

Jennifer Tribbett  
 Legals Manager  
 Sound Publishing, Inc  
 360-802-8212 - Email: [Jennifer.Tribbett@SoundPublishing.com](mailto:Jennifer.Tribbett@SoundPublishing.com)

RECEIVED  
KING COUNTY, WASHINGTON  
JAN 30 2007  
KNT DEPARTMENT OF  
JUDICIAL ADMINISTRATION

RECEIVED  
KING COUNTY SUPERIOR COURT  
12-13-2007  
EX-PARTE DEPT.  
KENT, WASHINGTON

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Matter of, )  
KING COUNTY PUBLICATIONS LTD., ) NO. 107-2-04096-0 KNT  
Petitioner. ) ORDER GRANTING PETITION FOR  
 ) APPROVAL AS A LEGAL  
 ) NEWSPAPER  
 )  
 )

THIS MATTER having come before the Court on Petition of King County Publications Ltd. for an Order Approving King County Publications' Consolidated Newspaper Group, including but not limited to the *Auburn Reporter*, *Bellevue Reporter*, *Covington* and *Maple Valley Reporters*, *Bothell* and *Kenmore Reporters*, *Kent Reporter*, *Redmond Reporter*, *Renton Reporter*, *Mercer Island Reporter* and *Snoqualmie Valley Record*, as "legal newspapers," as defined in RCW 65.16.020, and this Court having reviewed the Petition and attached Declaration of Don Kendall, Publisher of KCP Consolidated Newspaper Group, and being fully advised, NOW, THEREFORE,

IT IS HEREBY ORDERED that King County Publications' Consolidated Newspaper Group, including but not limited to the Auburn *Reporter*, Bellevue *Reporter*, Covington and Maple Valley *Reporters*, Bothell and Kenmore *Reporters*, Kent *Reporter*, Redmond *Reporter*, Renton *Reporter*, Mercer Island *Reporter* and Snoqualmie Valley *Record*, together with any

ORDER GRANTING PETITION FOR APPROVAL  
AS A LEGAL NEWSPAPER - 1

**LANE POWELL PC**  
1420 FIFTH AVENUE, SUITE 4100  
SEATTLE, WASHINGTON 98101-2338  
206 223 7000 FAX: 206 223 7107

1 future King County Publications under the consolidation provisions of RCW 65.16.020, is  
2 declared a legally qualified newspaper under RCW 65.16.020.

3 DONE IN OPEN COURT this 14 3 0 2007 day of January, 2007.

4

5 KIMBERLEY D. PROCHNAU

6 Judge/Court Commissioner

7 Presented by:

8 LANE POWELL PC

9

10 By Michael A. Nesteroff  
11 Michael D. Dwyer, WSBA No. 04861  
12 Michael A. Nesteroff, WSBA No. 13180  
13 Attorneys for Petitioner  
14 King County Publications Ltd.

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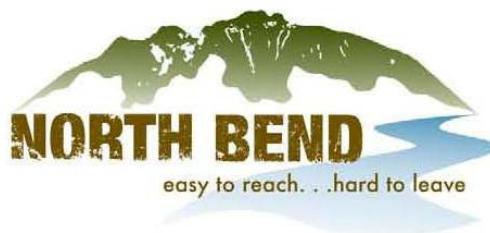
26

ORDER GRANTING PETITION FOR APPROVAL  
AS A LEGAL NEWSPAPER - 2

122295.0001/1356991.1

LANE POWELL PC  
1420 FIFTH AVENUE, SUITE 4100  
SEATTLE, WASHINGTON 98101-2338  
206.223.7000 FAX: 206.223.7107





**LEGAL NOTICE  
CITY OF NORTH BEND  
King County, Washington**

**NOTICE OF  
INVITATION TO BID**

The City of North Bend is accepting bids for the City's "Official Newspaper" for the year 2026. The successful bidder will receive legal notices and notices to bid, as required by law, for publication. Bidders must meet the qualifications set forth in RCW 65.16.020, as well as have the ability to provide the City with an Affidavit of Publication within two weeks of the publication date. A qualified bid will consist of a Statement of Qualifications and Publication Rate per column inch.

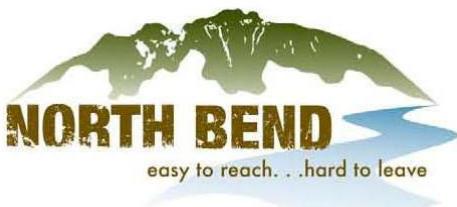
Qualified Sealed Bids should be delivered to the attention of City of North Bend, City Clerk, clearly marked "Official Newspaper Bid" on the outside of the envelope, and addressed to 920 SE Cedar Falls Way, North Bend, WA 98045.

Bids will be accepted until 10:00 A.M. October 31, 2025, at which time the City Clerk will open the bids. All bidders will be notified of the results.

Published: October 3, 2025

Posted: October 3, 2025





# City Council Agenda Bill

SUBJECT:	Agenda Date: November 18, 2025	AB25-124
<b>Resolution Authorizing the Cancellation of Municipal Checks Not Presented Within One Year of Their Issue</b>	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	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	X
	Public Works – Tom Mohr	

**Attachments:** Resolution

## SUMMARY STATEMENT:

### State law:

Checks that are not redeemed within one year of their issuance are to be declared cancelled and sent to the Washington State Department of Revenue as unclaimed property, in accordance with RCW 39.56.040.

### Applicable unredeemed checks:

The following City of North Bend checks have not been redeemed within one year of their issuance and should be declared cancelled:

Check Number	Check Date	Payee	Amount
75833	7/2/2024	Lebsack Brian	\$87.10
75838	7/2/2024	Ryan Kyle	\$1.81
76168	10/1/2024	John Wambaugh	\$1.00
76283	10/15/2024	Kaitlin Oliver	\$13.32
76421	11/7/2023	George Lane	\$52.06
76743	2/4/2025	Veshal Kosuru	\$111.90
77290	6/10/2025	Aaron Forbes	\$247.41
77303	6/10/2025	Danna McCall	\$174.03
77305	6/10/2025	Dawn Masko	\$4.04
77307	6/10/2025	Diana Bruland	\$14.33
77312	6/10/2025	Greg Fierro	\$40.10
77313	6/10/2025	Gregory Piland	\$19.84
77324	6/10/2025	Jeff Leamon	\$362.95
77418	6/17/2025	Jean Loynd	\$12.36
		<b>Total:</b>	<b>\$1,142.25</b>

### What happens after checks are cancelled:

Upon cancellation of the above-identified checks, the City will send \$1,142.25 to the State of Washington Department of Revenue, Unclaimed Property Section.

It is important to note that the City's attempts to contact the above-identified payees have failed and these checks have been voided with our local financial institution.

# City Council Agenda Bill

**Staff recommendation:**

Staff recommends City Council approval of the attached resolution authorizing the cancellation of the aforementioned outstanding checks, in compliance with state law, and authorizing payment to the State of Washington Department of Revenue, Unclaimed Property Section, in their sum total (\$1,142.25).

APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget

COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed this item at their November 13th, 2025 meeting and recommended approval and placement on the Consent Agenda.

RECOMMENDED ACTION: **Motion to approve AB25-124, a resolution authorizing the cancellation of outstanding checks older than one year.**

**RECORD OF COUNCIL ACTION**

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

# RESOLUTION

**A RESOLUTION OF THE CITY OF NORTH BEND,  
WASHINGTON, AUTHORIZING THE CANCELLATION  
OF MUNICIPAL CHECKS NOT PRESENTED WITHIN  
ONE YEAR OF THEIR ISSUE AND DIRECTING  
PAYMENT IN THEIR SUM TOTAL TO THE  
WASHINGTON STATE DEPARTMENT OF REVENUE  
UNCLAIMED PROPERTY SECTION**

**WHEREAS**, Section 39.56.040 of the Revised Code of Washington (“RCW”) directs all Washington cities to cancel checks not presented within one year of the date of their issue; and

**WHEREAS**, the City of North Bend has issued a total of 14 checks that have not been presented within one year of the dates of their issuance, in the sum total of \$1,142.25; and

**WHEREAS**, pursuant to RCW 39.56.040, the aforementioned checks should be cancelled and the City should issue payment in their sum total to the Washington State Department of Revenue Unclaimed Property Section;

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

**Section 1.** The Finance Director is authorized to cancel the following-identified checks, which have not been redeemed by the payees within one year of their date of issuance, and directed to issue payment to the State of Washington Department of Revenue, Unclaimed Property Section, in their sum total amount (\$1,142.25):

<b>Check Number</b>	<b>Check Date</b>	<b>Payee</b>	<b>Amount</b>
75833	7/2/2024	Lebsack Brian	\$87.10
75838	7/2/2024	Ryan Kyle	\$1.81
76168	10/1/2024	John Wambaugh	\$1.00
76283	10/15/2024	Kaitlin Oliver	\$13.32
76421	11/7/2023	George Lane	\$52.06
76743	2/4/2025	Veshal Kosuru	\$111.90
77290	6/10/2025	Aaron Forbes	\$247.41
77303	6/10/2025	Danna McCall	\$174.03
77305	6/10/2025	Dawn Masko	\$4.04
77307	6/10/2025	Diana Bruland	\$14.33
77312	6/10/2025	Greg Fierro	\$40.10
77313	6/10/2025	Gregory Piland	\$19.84
77324	6/10/2025	Jeff Leamon	\$362.95
77418	6/17/2025	Jean Loynd	\$12.36
		<b>Total:</b>	<b>\$1,142.25</b>

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON,  
AT A REGULAR MEETING THEREOF, THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2025.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Mary Miller, Mayor**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

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**Susie Oppedal, City Clerk**



## City Council Agenda Bill

SUBJECT:	Agenda Date: November 18, 2025	AB25-125
<b>Motion Authorizing Amendment No. 1 to the On-Call Contract with Terracon Consultants, Inc.</b>	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		
<b>Attachments:</b> Amendment No. 1, Original On-Call Contract		
<b>SUMMARY STATEMENT:</b>		
The City of North Bend has a continued need for an on-call consultant to provide qualified geotechnical engineering services. Geotechnical engineering is a specialized technical practice which requires professionals who are knowledgeable about soils, site/slope stabilization, stormwater infiltration, and groundwater level evaluation, and who can provide retaining wall review, road subgrade evaluations and paving recommendations. These particular areas are typically outside the scope of general civil engineering reviews, practices, and inspection type services.		
Terracon Consultants, Inc. has been providing the City with geotechnical engineering plan review and geotechnical inspection services for over ten years. They are familiar with the City's soils, challenges and constraints. The City has been well supported by Terracon over the years and staff would like to continue this relationship.		
The most recent on-call contract with Terracon Consultants, Inc. expires December 31, 2025. City staff recommend extending their on-call contract for another three years, expiring on December 31, 2028.		
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services including transportation and traffic management.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item at their October 28th, 2025 meeting and recommended approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB25-125, authorizing Amendment No. 1 to the On-Call Contract with Terracon Consultants, Inc., in a form and content acceptable to the City Attorney.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
Meeting Date	Action	Vote
November 18, 2025		



**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF NORTH BEND AND  
TERRACON CONSULTANTS, INC.**

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

1. Section 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 28, 2024 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 February 28, 2024.

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

**CITY OF NORTH BEND**

**TERRACON CONSULTANTS, INC.**

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

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

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

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

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

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

**Attest/Authenticated:**

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

**Approved as to form:**

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



**ON-CALL PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF NORTH BEND  
AND TERRACON CONSULTANTS, INC.**

THIS ON-CALL PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 28th day of February, 2024, by and between the City of North Bend, a municipal corporation of the State of Washington (“the City”) and TERRACON CONSULTANTS, INC., 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.** This contract is designed to cover work for developer pass-thru projects. City of North Bend projects shall be under separate contract. Consultant will invoice the City monthly based upon the attached rate sheet, **Exhibit B**. Consultant rates may increase based on annual reviews, but not more than 5% annually, and not without prior submission to and approval of any new rate tables by the City of North Bend. Consultant also anticipates certain reimbursable expenses, such as copies, which will be included on its monthly invoices at cost plus 15%. Mileage costs shall be at the IRS rate only. 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 February 20, 2024, 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.
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.

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

To Consultant: Eric Kunz, Senior Principal, VP & Office Manager  
Terracon Consultants, Inc.  
21905 64<sup>th</sup> Ave. W, Suite 100  
Mountlake Terrace, WA 98043  
425.771-3304  
Eric.kunz@terracon.com

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

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

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

**CITY OF NORTH BEND**

By:

Mary Miller, Mayor *Mary Miller*

**TERRACON CONSULTANTS, INC.**

By:

Eric D. Kunz *Eric D. Kunz*

Its: Office Manager / Senior Principal

Attest/Authenticated:

*Susie Oppedal* /Deputy City Clerk  
for Susie Oppedal, City Clerk

Approved As To Form:

*Kendra Rosenberg*  
Kendra Rosenberg, City Attorney



**EXHIBIT A**

21905 64<sup>th</sup> Ave, W, Suite 100  
Mountlake Terrace, WA 98043

P (425) 771-3304  
F (425) 771-3549

[Terracon.com](http://Terracon.com)

January 18, 2024

City of North Bend  
920 SE Cedar Falls Way  
PO Box 896  
North Bend, WA 98045

Attn: Brian Tucker  
[btucker@northbendwa.com](mailto:btucker@northbendwa.com)

Re: **Proposal for Geotechnical On-Call Consulting Services**  
**North Bend, Washington**  
**Terracon Proposal No. P81245014**

Dear Mr. Tucker:

Terracon appreciates the opportunity to submit this unit rate proposal to provide on-call geotechnical consulting services for the City of North Bend.

This proposal presents our understanding of the project and scope of services

- On-call geotechnical consulting services consisting primarily of geotechnical plan reviews and geotechnical construction observation services of project sites within the jurisdiction of the city on an as-needed bases.

Terracon is available to provide additional geotechnical, environmental, and construction material testing services if desired.

Field services will be provided on an "as requested" basis as scheduled by your authorized representative. Scheduling of services can be coordinate through Scott Dobner, Terracon Project Geologist, at (206) 949-5028 and via email at [Scott.Dobner@terracon.com](mailto:Scott.Dobner@terracon.com).

Our field personnel will provide verbal results to responsible parties on the project site. Written daily field reports for each project will summarize our observations and recommendations and will be distributed to the city on weekly basis.

Explore with us



Fees for the scope of services described in this proposal will be on a time and materials basis per the attached fee schedule. Geotechnical construction observation services are generally billed out at the Senior Staff Geologist rate.

We appreciate your consideration and look forward to working with you on this project. Authorization to proceed can be indicated by executing our Agreement for Services and returning it to our office. If you have questions or wish to discuss any aspect of our proposal, please call at your convenience.

Sincerely,

**Terracon Consultants, Inc.**

Eric D. Kunz, PE  
Office Manager

Attachments: Terracon Geotechnical Rate Sheet  
Agreement for Services



## EXHIBIT B

### 2024 SEATTLE GEOTECHNICAL

#### RATE SHEET

Professional Services Rates			
Clerical / Administrative	\$ 89/hour	Senior Engineer	\$230/hour
CAD Drafter	\$125/hour	Principal	\$265/hour
Geotechnical Construction	\$127/hour	Sr Principal / Senior Consultant	\$290/hour
Field Engineer / Geologist	\$135/hour	Expert Witness (4-hr min),	175%
Staff Engineer / Geologist	\$155/hour	Equipment Rental, per Unit	Schedule
Sr. Staff Engineer / Geologist	\$165/hour	Mileage	IRS rate
Project Manager	\$170/hour	Outside Copies	Cost + 15%
Project Engineer / Geologist	\$190/hour	Transportation by Public Carrier	Cost + 15%
Field Geophysicist	\$185/hour	Outside Services or	Cost + 15%
Geophysicist	\$275/hour	Materials and Supplies	Cost + 15%

#### Unit Priced Equipment/Testing Rates

##### 2024 GEOTECHNICAL EQUIPMENT RENTAL (Personnel time not included)

Nuclear Density and Moisture Measuring Equipment .....	\$ 75.00/day
Electrical Resistivity Equipment .....	400.00/day
Geophysical Equipment.....	1,100.00/day
Dynamic Cone Penetrometer .....	300.00/test
Inclinometer .....	200.00/day
Infiltration Testing Equipment .....	400.00/day
Global Positioning System .....	50.00/day
.....	125.00/week

#### SOIL LABORATORY TESTING

##### **Identification**

Atterberg Limits Determination (LL, PL) .....	\$ 225.00/test
Combined Analysis (Hydrometer and Sieve) .....	450.00/test
Density Determination (Shelby tube sample) .....	90.00/test
Hydrometer Analysis .....	325.00/test
Organic Content (by heating) .....	100.00/test



Terracon Consultants, Inc. 21905 64<sup>th</sup> Ave. W, Suite 100 Mountlake Terrace, WA 98043  
 P [425] 771 3304 F [425] 771 3549 terracon.com

**2024 Seattle Geotechnical Engineering Services Rate Sheet**

Sieve Analysis (Washed over #200 sieve) .....	275.00/test
Percent Passing #200 (Wash Only).....	150.00/test
Specific Gravity Determination .....	160.00/test
Moisture Content Determination .....	35.00/test
pH / Resistivity (T288 / T289).....	190.00/test
Resistivity Only (T288).....	160.00/test
pH only (T289) .....	60.00/test

**Strength**

Direct Shear, intact (ASTM D3080) .....	\$ 850.00/test
Direct Shear, remold (ASTM D3080) .....	950.00/test
3- Point CBR (with Proctor) (ASTM D1883) .....	1250.00/test
Unconfined Compressive Strength (ASTM D2166) .....	250.00/test
Consolidation (primary) (ASTM D2435) .....	1300.00/test
Consolidation (24hour loads) (ASTM D2435).....	1500.00/test
Consolidation (per extra point).....	160.00/test

**Compaction and Density**

Modified / Standard Proctor (ASTM D 1557 / D 698) .....	475.00/each
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**Thermal Conductivity & Resistivity**

Resistivity by Miller Box .....	\$ 225.00/test
Thermal Resistivity / Conductivity Equipment Rental.....	425.00/day
Terracon Laboratory Prepared Samples .....	900.00/point
Per Dryout Pair of Points (Optimum Moisture & Dry) .....	1300.00/each

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of North Bend WA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the North Bend Geotechnical On-call project ("Project"), as described in Consultant's Proposal dated 01/18/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL, AUTOMOBILE AND EXCESS LIABILITY POLICIES.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be

provided upon request, Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. Client and Owner are additional insured with respect to general and auto liability.

**10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

**11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

**12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

**13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

**14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

**15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

**16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

**17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: \_\_\_\_\_ Date: **1/18/2024**

Name/Title: **Eric D Kunz, PE / Office Manager**

Address: **21905 64th Ave W, Ste 100**  
**Mountlake Terrace, WA 98043-2251**

Phone: **(425) 771-3304** Fax: \_\_\_\_\_

Email: **Eric.Kunz@terracon.com**

Client: **City of North Bend WA**

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

Name/Title: **Brian Tucker / Development Project Manager**

Address: **920 SE Cedar Falls Way**  
**North Bend, WA 98045**

Phone: **(425) 888-7659** Fax: \_\_\_\_\_

Email: **btucker@northbendwa.gov**

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

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

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

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

Please check the appropriate category:

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

TIN#: 42 - 1249917

SS#: - - -

Print Name: Eric D. Kunz

Print Title: **Office Manager / Senior Principal**

Business Name: **Terracon Consultants, Inc.**

Business Address: 21905 64th Ave. Suite 100 Mountlake Terrace WA 98043

**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.





## CERTIFICATE OF LIABILITY INSURANCE

4/1/2024

DATE (MM/DD/YYYY)

2/28/2024

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	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE		
INSURER A : Travelers Property Casualty Company of America		NAIC #	25674	
INSURER B : Allied World Assurance Company (U.S.) Inc.			19489	
INSURER C : The Travelers Indemnity Company			25658	
INSURER D : The Travelers Indemnity Company of America			25666	
INSURER E : Lloyds of London				
INSURER F :				

COVERAGES \*\*\*MAIN CERTIFICATE NUMBER: 20331722 REVISION NUMBER: XXXXXXX

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 LTR	TYPE OF INSURANCE	ADD'L SUBR INSD 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 <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:	Y	N	TC2J-GLSA-9P529930	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	N	TC2J-CAP-131J3858	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$ <input type="checkbox"/> \$0	Y	N	CUP-4W208814 (EXCL. PROF & POLL LIAB.)	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXX
D C	<input checked="" 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	Y/N <input checked="" type="checkbox"/> N	N/A	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CONTRACTORS POLLUTION LIAB	N	N	0312-6506	4/1/2023	4/1/2025	\$10,000,000 EACH OCCURANCE/AGGREGATE
E	PROFESSIONAL LIABILITY			LDUSA2305180	4/1/2023	4/1/2024	\$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE

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

RE: PROJECT # P81245014; PROJECT NAME: GEOTECHNICAL ON-CALL PROFESSIONAL SERVICES AGREEMENT. CITY OF NORTH BEND IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, THESE COVERS ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

20331722  
CITY OF NORTH BEND  
DAVID MILLER / BRIAN TUCKER  
920 SE CEDAR FALLS WAY  
NORTH BEND, WA 98045

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

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COMMERCIAL GENERAL LIABILITY  
TC2J-GLSA-9P529930

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;  
is an insured, but:
  - a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
  - b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
    - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
      - a. The Additional Insured — Owners, Lessees or Contractors — (Form B) endorsement CG 20 10 11 85; or
      - b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 10 01;  
the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;
    - (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- a. The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;  
the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or
- (3) If neither Paragraph (1) nor (2) above applies:
  - a. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - b. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .  
The insurance provided to such additional insured is subject to the following provisions:
    - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

## COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV —Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY  
TC2J-GLSA-9P529930

#### **4. Other Insurance**

##### **d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

Subsequent to the signing of that contract or agreement by you.

**CG T1 00 02 19**

POLICY NUMBER: TC2J-CAP-131J3858

COMMERCIAL AUTO  
ISSUE DATE: 04/01/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY  
COVERAGE - PRIMARY AND NON-CONTRIBUTORY WITH  
OTHER INSURANCE - CONTRACTORS**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS**

**WHERE REQUIRED BY WRITTEN CONTRACT.**

**PROVISIONS**

**1. The following is added to Paragraph **c.** in **A. 1., Who Is An Insured,** of **SECTION II- COVERED AUTOS LIABILITY COVERAGE:****

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

**2. The following is added to Paragraph **5., Other Insurance,** in **B., General Conditions ,** of **SECTION IV - BUSINESS AUTO CONDITIONS:****

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance ,** this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule of Additional Insured Persons Or Organizations is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**CA T6 00 02 16**

Umbrella Liability  
Policy Number: CUP-4W208814

**AMENDMENT OF COVERAGE - WHO IS AN INSURED**

This endorsement modifies insurance provided under the following:  
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following replaces Paragraph A.2. of SECTION II - WHO IS AN INSURED:  
2. Any other person or organization qualifying as an insured in the "underlying insurance".

EU 01 25 07 16



## City Council Agenda Bill

SUBJECT:	Agenda Date: November 18, 2025	AB25-126
<b>Motion to Confirm the Re-Appointment of Judge N. Scott Stewart as Municipal Court Judge</b>	Department/Committee/Individual	
	Mayor Mary Miller	X
	City Administrator – Amber Emery	
	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Tom Mohr	
<b>Attachments:</b>		
<b>SUMMARY STATEMENT:</b>		
The City of North Bend has contracted for Municipal Court Services with Issaquah since 2007. Section 2 of the current ILA states in part:		
<b>2. Formation of North Bend Municipal Court and Appointment of Judge.</b> “The Mayor of North Bend shall during the term of this Agreement appoint, and the North Bend City Council shall confirm, the currently appointed judge of the Issaquah Municipal Court as judge of the North Bend Municipal Court.”		
Issaquah Court Administrator Kristi Schorn reported that Issaquah Mayor Mary Lou Pauly has chosen to re-appoint Judge Stewart as Judge for the Issaquah Municipal Court. The re-appointment would be from January 1, 2026 through December 31, 2029.		
<b>APPLICABLE BRAND GUIDELINES:</b> Consistent delivery of quality basic services.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was reviewed by the Public Health & Safety Committee at their November 4, 2025 meeting with the recommendation for approval and placement on the Consent Agenda.		
<b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB25-126, confirming the Mayoral re-appointment of N. Scott Stewart as the North Bend Municipal Court Judge, to a term expiring December 31, 2029.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
Meeting Date	Action	Vote
November 18, 2025		





## City Council Agenda Bill

SUBJECT:	Agenda Date: November 18, 2025	AB25-127
Public Hearing Cont., and Ordinance Setting the 2026 Regular Property Tax Levy and Excess Tax Levy	Department/Committee/Individual	
Cost Impact: N/A	Mayor Mary Miller	
Fund Source: General Fund.	City Administrator – Amber Emery	
Timeline: by 11/30/2025	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	X
	Public Works – Tom Mohr	
	Information Technology – Phillip Davenport	

**Attachments:** Ordinances (Options 1 & 2), 10/21/25 Presentation on Property Taxes, Preliminary 2026 Property Tax Levy Limit Worksheet from King County, Public Hearing Notice

### SUMMARY STATEMENT:

The City of North Bend is required to annually adopt the following year's Property Tax Levy Increase Ordinance on or before November 30<sup>th</sup>. The City's property tax levy consists of two parts: a regular levy which is used to finance daily operations of the City, and an excess levy which is used to finance debt service payments for the City's fire station. Property taxes represent the second largest (behind sales taxes) source of revenue for the City's General Fund.

#### Regular Levy

Council approval of the enclosed ordinance establishes the 2026 regular property tax levy of \$2,601,201, which includes a 1.0% statutorily allowed property tax increase. In addition, the enclosed ordinance will allow the City to also levy property taxes resulting from new construction and improvements to property. These amounts are usually minor – in 2025 property taxes from new construction and improvements totaled just over \$68,000.

The 2026 preliminary citywide assessed valuation from King County Assessments is \$3.451 billion, as compared to 2025 of \$3.133 billion (or 10.2% increase).

#### Excess Levy (Fire Station bonds):

In February 2011, a special election was held, at which the City was approved to issue \$2.25 million in unlimited general obligation bonds maturing over a period of 20 years for purposes of financing the construction and equipping of a new fire station. Following that election, in May 2011, the City Council approved Ordinance No. 1425 authorizing the issuance of said bonds.

Council approval of the enclosed ordinance would establish the 2026 excess levy of \$148,750, which will be used to meet debt service obligations for the aforementioned fire station bonds.

Based on the 2026 preliminary assessed valuation as discussed above and property tax levies above, the 2026 preliminary levy rate for the City portion only totals about \$0.80 per thousand of assessed value. For a typical \$1.0 million home in North Bend, the City portion would total about \$800 (according to Zillow.com, the average home value in the City is \$995,908).

In 2025, the City's portion of property taxes equated to approximately 9.5% of the total property tax billing for a typical residence.

#### **Option #1: Adopt 2026 Property Tax Levy, including a 1.0% increase as authorized under state law.**

Description: State law allows the City of North Bend to increase its property tax levy by 1.0%.

# City Council Agenda Bill

Business Impacts: Inclusive of a 1.0% increase, the estimated 2026 property tax levy is \$2,601,201.

Recommendation: City staff recommend Council approval of the attached proposed ordinance, inclusive of a 1.0% increase.

**Option #2: Adopt 2026 Property Tax Levy, not including a 1.0% increase and banking the unlevied property tax capacity, as authorized under state law.**

Description: Forego increasing the City's property tax levy by 1.0%, and bank the unlevied capacity. State law (RCW 84.55.092) allows the City to protect (e.g., bank) the right to use that banked capacity at some future date.

Business Impacts: Under this option, the 2026 property tax levy would remain at 2025 levels (\$2,575,447) and would reduce the property tax levy rate by one cent (\$0.01) to approximately \$0.79, and lowers the annual City portion of property taxes to \$790.00, or by \$10.00.

Recommendation: City staff does not recommend Alternative #2.

**APPLICABLE BRAND GUIDELINES:** Balanced budget

**COMMITTEE REVIEW AND RECOMMENDATION:** The Finance and Administration Committee reviewed and approved Option 1 at its October 14, 2025 meeting, and recommended do-pass for inclusion on the October 21, 2025 Council Main Agenda for first reading and public hearing, and a second public hearing and adoption on November 18, 2025.

**RECOMMENDED ACTION: Motion to approve AB25-127, an ordinance adopting the 2026 Regular Property Tax Levy with a 1.0% increase (as set forth in option number 1), as a final reading.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 21, 2025	AB25-112 1 <sup>st</sup> Reading & Public Hearing Continued to 11/18 CC	7-0
November 18, 2025		

# ORDINANCE

## (Option 1: 1.0% Increase)

### **AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RELATING TO THE LEVYING OF REGULAR PROPERTY TAXES AND A VOTER-APPROVED EXCESS LEVY FOR UNLIMITED GENERAL OBLIGATION BONDS INTEREST AND REDEMPTION FOR 2026; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, pursuant to RCW 84.55.120 and duly given public notice, the City Council of the City of North Bend held a public hearing on October 21, 2025, and November 18, 2025, to consider the City's revenue sources for the 2026 budget, including the consideration of possible increases in property tax revenues; and

**WHEREAS**, the City is required to annually set and establish the regular and any authorized excess property tax levy rate, subject to the limitations imposed by law; and

**WHEREAS**, on February 8, 2011, City voters approved Proposition 1 authorizing an excess property tax levy for unlimited general obligation bonds, proceeds of which were used to pay a share, in cooperation with King County Fire District 38, for the construction of a new fire station; and

**WHEREAS**, the City is required to annually set and establish the property tax levy rate for voted excess levies for general obligation bond issues approved by the voters, including subsequent refunded bond issues, subject to the limitations imposed by law; and

**WHEREAS**, the City's actual levy amount from the 2025 tax year was \$2,575,447; and

**WHEREAS**, the City Council of the City of North Bend, after hearing and duly considering all relevant testimony, has determined that it is in the best interest of the City of North Bend to levy the total allowable amount of the regular property tax levy to be collected in the 2026 tax year in the amount of \$2,601,201; and

**WHEREAS**, the City Council of the City of North Bend, after hearing and duly considering all relevant testimony, has determined that it is in the best interest of the City of North Bend to levy the total allowable amount of excess property tax levy to be collected in the 2026 tax year to provide for the interest and redemption of voter-approved unlimited general obligation bonds in the amount of \$148,750 which tax is applicable to all taxable property within the City of North Bend;

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

**Section 1. Regular Property Tax Levy for 2026:** An increase in the regular levy is hereby authorized for the fiscal year of 2026 in the amount of \$2,601,201, which represents a percentage increase of 1.00%, or \$25,754, from the previous year, to discharge the expected expenses and obligations of the City. This increase is exclusive of additional revenue resulting from new construction and improvements to property, and any additional amounts resulting from any annexations that have occurred, and refunds made.

In the event King County provides updated levy limit information after the passage of this ordinance, the levy provided herein shall be automatically adjusted to reflect such information.

**Section 2. Voter-Approved Excess Property Tax Levy for Unlimited General Obligation Bonds for 2026:** In addition to the above regular property tax levy, a tax is hereby levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2026 in the amount of \$148,750. This tax is applicable to all taxable property within the City of North Bend.

**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 be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 4. Effective Date:** This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force on January 1, 2026.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2025.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Mary Miller, Mayor**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:

Effective:

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**Susie Oppedal, City Clerk**

# ORDINANCE

## (Option 2: 0.0% Increase)

### **AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RELATING TO THE LEVYING OF REGULAR PROPERTY TAXES AND A VOTER-APPROVED EXCESS LEVY FOR UNLIMITED GENERAL OBLIGATION BONDS INTEREST AND REDEMPTION FOR 2026; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, pursuant to RCW 84.55.120 and duly given public notice, the City Council of the City of North Bend held a public hearing on October 21, 2025, and November 18, 2025, to consider the City's revenue sources for the 2026 budget, including the consideration of possible increases in property tax revenues; and

**WHEREAS**, the City is required to annually set and establish the regular and any authorized excess property tax levy rate, subject to the limitations imposed by law; and

**WHEREAS**, on February 8, 2011, City voters approved Proposition 1 authorizing an excess property tax levy for unlimited general obligation bonds, proceeds of which were used to pay a share, in cooperation with King County Fire District 38, for the construction of a new fire station; and

**WHEREAS**, the City is required to annually set and establish the property tax levy rate for voted excess levies for general obligation bond issues approved by the voters, including subsequent refunded bond issues, subject to the limitations imposed by law; and

**WHEREAS**, the City's actual levy amount from the 2025 tax year was \$2,575,447; and

**WHEREAS**, the City Council of the City of North Bend, after hearing and duly considering all relevant testimony, has determined that it is in the best interest of the City of North Bend to levy the same amount of regular property tax levy from the 2025 tax year; and

**WHEREAS**, the City Council of the City of North Bend, after hearing and duly considering all relevant testimony, has determined that it is in the best interest of the City of North Bend to levy the total allowable amount of excess property tax levy to be collected in the 2026 tax year to provide for the interest and redemption of voter-approved unlimited general obligation bonds in the amount of \$148,750 which tax is applicable to all taxable property within the City of North Bend;

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

**Section 1. Regular Property Tax Levy for 2026:** An increase in the regular levy is hereby authorized for the fiscal year of 2026 in the amount of \$2,575,447, which is a zero percent (0.00%) increase from the previous year, to discharge the expected expenses and obligations of the City. This increase is exclusive of additional revenue resulting from new construction and improvements to property, and any additional amounts resulting from any annexations that have occurred, and refunds made.

In the event King County provides updated levy limit information after the passage of this ordinance, the levy provided herein shall be automatically adjusted to reflect such information.

**Section 2. Voter-Approved Excess Property Tax Levy for Unlimited General Obligation Bonds for 2026:** In addition to the above regular property tax levy, a tax is hereby levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2026 in the amount of \$148,750. This tax is applicable to all taxable property within the City of North Bend.

**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 be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 4. Effective Date:** This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force on January 1, 2026.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2025.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Mary Miller, Mayor**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:

Effective:

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**Susie Oppedal, City Clerk**

## Required by King County Assessor

- Ordinance establishing the local property tax levy for the subsequent year
- City portion only

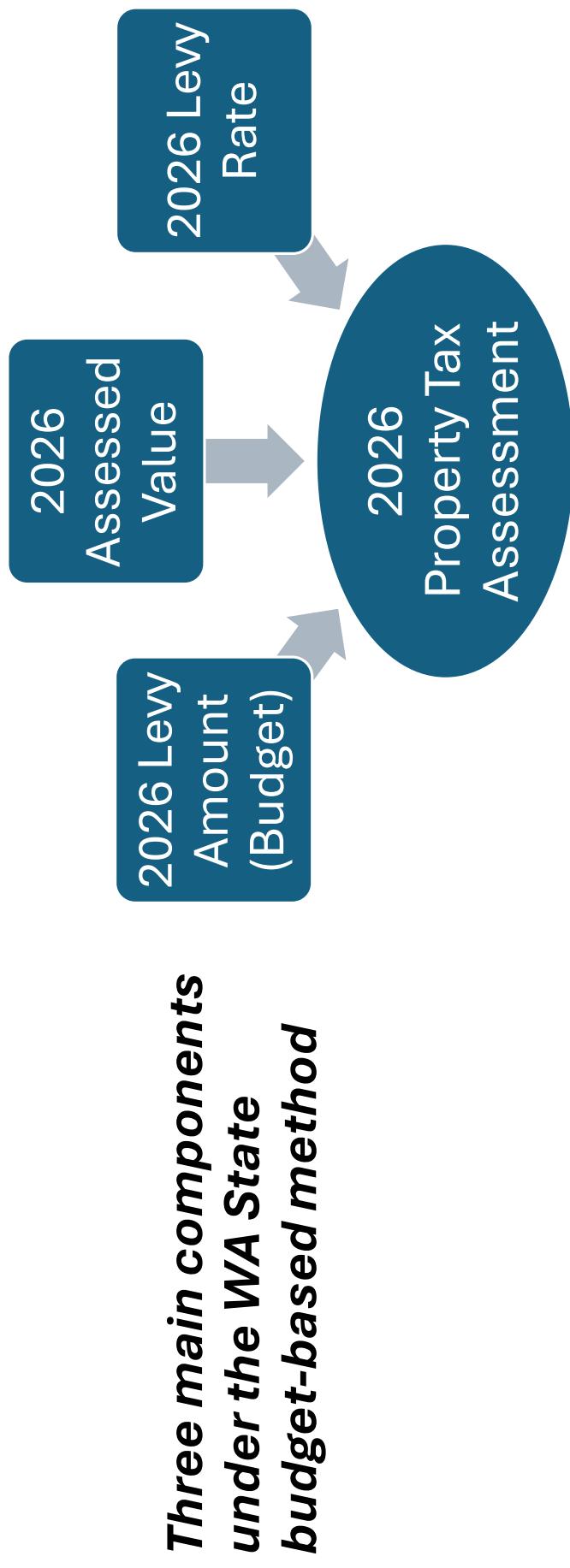
## 2026 Property Tax Levy

- Regular operating levy: \$2,601,201 (includes 1.0% increase (\$25,000) as allowed under State law)
- Excess levy (2011 fire station bonds debt service): \$148,750

• F&A (Oct14) – “Do Pass” with 1.0% increase

AB25-112  
Ordinance  
establishing City of  
North Bend 2026  
Property Tax Levy

# How Do Property Taxes Work? (con't)



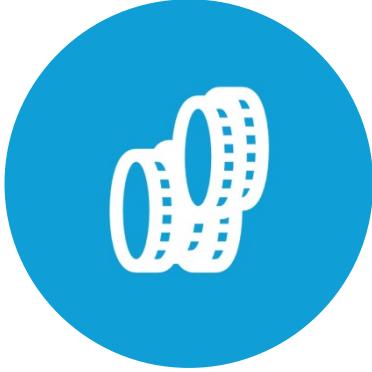
*Two methods for establishing property taxes*

- Rate-Based
- Budget-Based (WA State)

# Local Share of Property Taxes Assessment

Council Packet November 18, 2025

3



**\$1.0M HOME VALUE  
(EXAMPLE)**

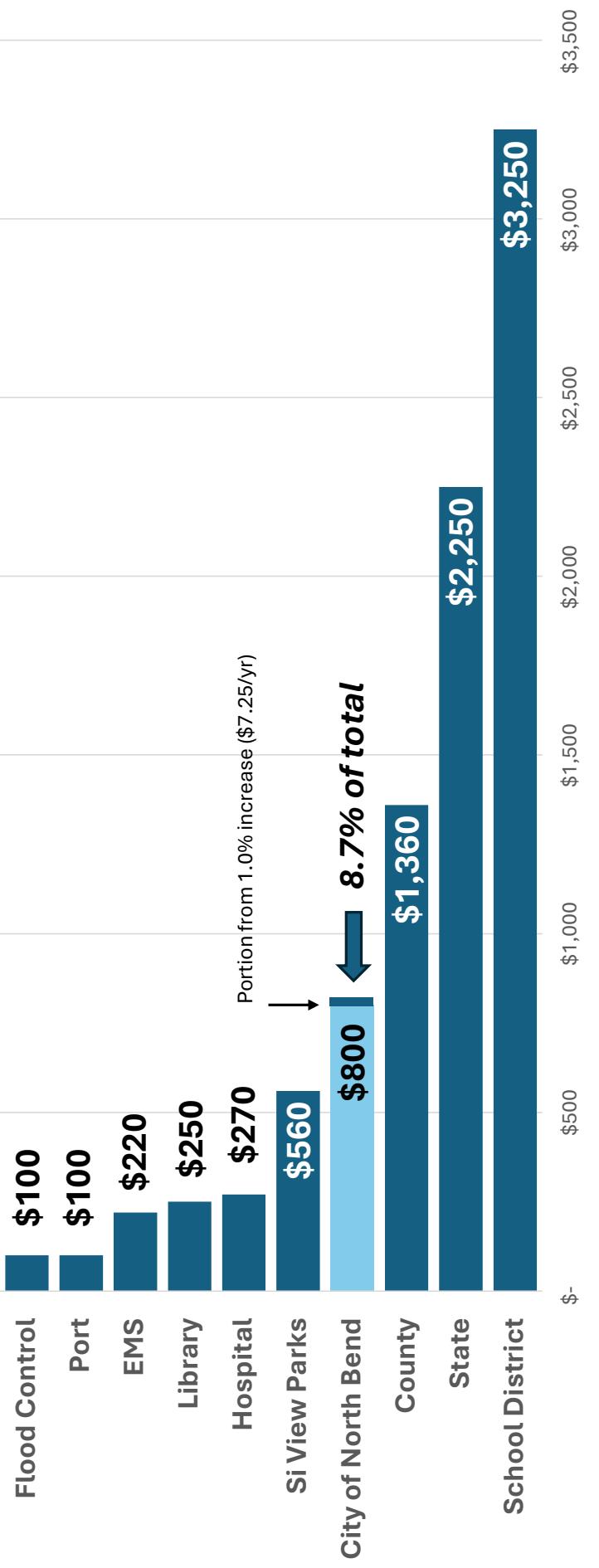
**\$1.0M X \$0.80 PER \$1000  
OF ASSESSED VALUE**

**\$800.00 IN 2026  
PORTION FROM 1.0%  
INCREASE = \$7.25/YR**

\$0.80 levy rate based on 2026 preliminary citywide assessed value - \$3.451 Billion

# Where do the rest of my property tax payment go?

## Components of Annual Property Tax Bill - \$1.0M Home (\$9,160)



**End of Presentation**



A.	Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).				
Year	2025	2,575,447	x	1.01000	= 2,601,201
Highest Lawful Levy Since 1985					Limit Factor/Max Increase 101%
B.	Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).				
90,284,973	*	0.83466	÷	1,000	= 75,357
A.V.	Last Year's Levy Rate				
C.	Tax Increment finance area increment AV increase (RCW 84.55.010(1)) (value included in B & D cannot be included in C)				
0	*	0.83466	÷	1,000	= 0
A.V.	Last Year's Levy Rate				
D.	Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).				
26,445,718	-	26,445,718	=	0	
Current Year's A.V.	Previous Year's A.V.				
0	*	0.83466	÷	1,000	= 0
Remainder from Line D	Last Year's Levy Rate				
E.	1 <sup>st</sup> Year Lid Lift & Limit Factor>1%				
F.	Regular property tax limit:				
			A+B+C+D+E	=	2,676,559
Parts G through I are used in calculating the additional levy limit due to annexation.					
G.	To find the rate to be used in H, take the levy limit as shown in Line F above and divide it by the current assessed value of the district, excluding the annexed area.				
2,676,559	÷	3,448,621,544	*	1,000	= 0.77612
Total in Line F	Assessed Value Less Annexed AV				
H.	Annexed area's current assessed value including new construction and improvements, times the rate in Line G.				
0	*	0.77612	÷	1,000	= 0
Annexed Area's A.V.	Annexation Rate				
I.	Regular property tax limit including annexation				
			F+H	=	2,676,559
J.	<b>Statutory maximum calculation</b>				
Only enter fire/RFA rate, library rate, & firefighter pension fund rate for cities annexed to a fire/RFA or library or has a firefighter pension fund.					
3.60000	-	0.23800	+	0.00000	= 3.36200
District base levy rate	Fire Rate	Library Rate	Firefighter Pension Fund	Statutory Rate Limit	
3,448,621,544	*	3.36200	÷	1,000	= 11,594,266
Regular Levy AV	Reg Statutory Rate Limit				
K.	<b>Highest Lawful Levy For This Tax Year</b> (Lesser of I and J)				
L.	<b>New highest lawful levy since 1985</b> (Lesser of I minus C and J, unless A (before limit factor increase) is greater, then A)				
M.	Lesser of J and K				
N.	Refunds				
O.	<b>Total: M+N</b> (unless stat max)				
P.	<b>Levy Corrections</b> Year of Error: _____ Did the district cause the error?				
1. Minus amount over levied (if applicable)					
2. Plus amount under levied (if applicable)					
Q.	<b>Total Allowable Levy</b>				
R.	<b>Tax Base For Regular Levy</b>				
1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy)					
S.	<b>Tax Base for Excess, Voted Bond Levies and Sr Exempt Lid Lifts</b>				
2. Excess AV					
3. Plus Timber Assessed Value (TAV)					
4. Tax base for excess and voted bond levies					
T.	<b>Increase Information</b>				
1. Levy rate based on allowable levy					
2. Last year's ACTUAL regular levy					
3. Dollar Increase over last year other than New Construction (-) Annexation					
4. Percent Increase over last year other than New Construction (-) Annexation					





**LEGAL NOTICE  
CITY OF NORTH BEND  
King County, Washington**

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the North Bend City Council will hold a public hearing to receive comments on setting the Property Tax Levy for 2026. The public hearing will take place during a Regular City Council Meeting on Tuesday, October 21, 2025, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA.

Comments may be presented orally at the public hearing or submitted in writing to the City Clerk at 920 SE Cedar Falls Way, North Bend, WA, 98045, or by e-mail to: [Clerks@northbendwa.gov](mailto:Clerks@northbendwa.gov) up until 4:30 p.m., Monday, October 20, 2025. Upon the request of an individual who will have difficulty attending the public hearing and providing comment in person by reason of disability, limited mobility, or for any other reason that makes physical attendance difficult, a teleconference option using Zoom Meetings will be available with detailed meeting access information to be provided on October 16, 2025 on the City website calendar item for the [October 21, 2025 City Council meeting](#).

Further information is available by contacting Finance Director Martin Chaw at [mchaw@northbendwa.gov](mailto:mchaw@northbendwa.gov).

Posted: October 10, 2025

Published: October 10 & October 17, 2025





## City Council Agenda Bill

SUBJECT:	Agenda Date: November 18, 2025	AB25-128
<b>Ordinance Increasing the Solid Waste &amp; Recycling Rates and Amending the Taxes, Rates &amp; Fees Schedule</b>	Department/Committee/Individual	
	Mayor Mary Miller	
	City Administrator – Amber Emery	
	City Attorney – Kendra Rosenberg	X
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Tom Mohr	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Jan 1, 2026 – December 31, 2026		
<b>Attachments:</b> Ordinance, Recology King County Rate Increase Letter, Notice of Rate Increase		

### SUMMARY STATEMENT:

On April 4, 2023, the City Council approved a contract with Recology King County, Inc. for solid waste and recycling collection services effective April 1, 2024, to March 31, 2036.

The contract between the City of North Bend and Recology King County (Contractor) specifies an annual rate adjustment to the collection fee component of the contracted rates to take place annually on January 1st based upon the consumer price index (CPI), noted in Section 5.3.1 of the contract. If approved, the attached ordinance adjusts the Contractor's collection service charge effective January 1, 2026, based on the CPI for the twelve (12) month period ending June 30, 2025, as required under contract.

The contract also specifies an annual rate adjustment to the disposal fee component of the contracted rates based on charges assessed by King County noted in contract Section 5.3.2. King County increased fixed-annual charge (FAC) disposal rates in 2025 from \$165.91 to \$179.18 per ton.

Table 1: Adjustment to Solid Waste Collection Rates:

	2025 Index	2026 Index	% change to rates
Consumer Price Index (5.3.1)	348.32	357.78	2.715%
FAC Disposal Charge (5.3.2)	165.91	179.18	7.998%

Changes in the Solid Waste and Recycling Rates will be reflected in the City's Taxes, Rates and Fees Schedule upon adoption of the ordinance, and will be added as Exhibit A to the ordinance. The current Taxes Rates & Fees Schedule is available on the homepage of the City website at <http://northbendwa.gov>. Notice of Rate increases has been published in the paper of record, Snoqualmie Valley Record, on November 7<sup>th</sup> & 14<sup>th</sup>, 2025.

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

**COMMITTEE REVIEW AND RECOMMENDATION:** The Finance and Administration Committee reviewed this item at their November 12, 2025, meeting and recommended approval and placement on the Main Agenda for discussion.

**RECOMMENDED ACTION: MOTION to approve AB25-128, an ordinance increasing the Solid Waste & Recycling Rates, effective January 1, 2026,**

## City Council Agenda Bill

**and amending the Taxes, Rates & Fees Schedule, as a first and final reading.**

### RECORD OF COUNCIL ACTION

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

# ORDINANCE

## **AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, INCREASING THE CITY'S SOLID WASTE AND RECYCLING COLLECTION RATES AND AMENDING THE CITY'S TAXES, RATES AND FEES SCHEDULE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, on March 1, 2022, the City Council approved a competitive procurement process to select a contractor to provide Garbage, Recyclables, and Compostables collection service to all residents, businesses, and institutions located within City limits; and

**WHEREAS**, on April 4, 2023, the City Council approved a contract with Recology King County, Inc. ("Recology") for solid waste and recycling collection services, effective April 1, 2024, and terminating March 31, 2036 (the "Contract"); and

**WHEREAS**, under Section 5.3 of the Contract, the rate charged for services shall adjust annually on January 1<sup>st</sup> to reflect any change in the Consumer Price Index for the Seattle-Tacoma-Bellevue metropolitan area (CPI) published from the previous June and any change in the King County disposal fees; and

**WHEREAS**, the City received notification from Recology on October 1, 2025, of rate increases in accordance with the CPI (Rate Increase) and King County disposal fees, and now desires to amend the City's Taxes, Rates & Fees Schedule to reflect those increases; and

**WHEREAS**, the City published notice of the rate increase in the Snoqualmie Valley Record on November 7 and 14, 2025;

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

**Section 1. Solid Waste Collection Rates (Single-Family Residential):**

A. From the effective date of this Ordinance until December 31, 2025, the Garbage Collection and Curbside Recycling Rates for Single Family Residential services provided pursuant to North Bend Municipal Code Section 8.12.010(A) are hereby amended as follows:

Weekly Garbage Service	Rate (Effective 01/01/2025 to 12/31/2025)
20-gallon Garbage Cart	\$46.16

32-gallon Garbage Cart	\$56.51
45-gallon Garbage Cart	\$68.13
64-gallon Garbage Cart	\$82.11
96-gallon Garbage Cart	\$103.64
Additional 32 Gallon Cans (weekly svc)	\$20.20
Garbage Extras (32-gallon equivalent)	\$8.74
<b>Monthly Garbage Service</b>	
32/35-gallon Garbage Cart	\$32.76
<b>Compostables Service</b>	
Extra Compostables Cans/Bags, 32 Gallon Eq. (Each)	\$4.43
Extra Compostables Cart Rental	\$2.20
Extra EOW Compostables Cart & Service	\$6.64
<b>Miscellaneous Fees:</b>	
Recycling Cart (any size, first 2 included with Garbage Service)	\$2.20
Wildlife Resistant Container, per month	\$3.31
Return Trip	\$7.76
Carry-out Charge, per 25 ft., per month	\$4.43
Drive-in Charge, per month	\$6.64
Standby Fee per month	\$5.54
Redelivery of containers	\$22.19
<b>On-Call Bulky Waste Collection:</b>	
White Goods, except Refrigerators	\$27.74
Refrigerators & Freezers	\$55.50
Mattresses, Sofas & Chairs	\$44.39
Tires	\$11.08
Miscellaneous Garbage, Per Cubic Yard	\$33.29

B. Effective January 1, 2026, the Garbage Collection and Curbside Recycling Rates for Single Family Residential services provided pursuant to North Bend Municipal Code Section 8.12.010(A) are hereby established as follows:

<b>Weekly Garbage Service</b>	<b>Rate (Effective 01/01/2026)</b>
20 Gallon Garbage Cart	\$47.80
32 Gallon Garbage Cart	\$58.70
45 Gallon Garbage Cart	\$70.88
64 Gallon Garbage Cart	\$85.54
96 Gallon Garbage Cart	\$108.22
Additional 32 Gallon Garbage Cans	\$21.22
Extra Garbage Cans/Bags, 32 Gallon Equivalent (Each)	\$9.08

<b>Monthly Garbage Service</b>	
32 Gallon Monthly Garbage Cart	\$34.23
<b>Compostables Service</b>	
Extra Compostables Cans/Bags, 32 Gallon Eq. (Each)	\$4.55
Extra Compostables Cart Rental	\$2.25
Extra EOW Compostables Cart & Service	\$6.82
<b>Miscellaneous Fees:</b>	
Recycling Cart (Any Size, First 2 Inc. with Garbage Service)	\$2.25
Wildlife Resistant Cart Surcharge (Per Month)	\$3.39
Return Trip (Per Pickup)	\$7.97
Carry-out Charge, Per 25 ft, Per Month	\$4.55
Drive-in Charge, Per Month	\$6.82
Standby Fee, Per Month	\$5.69
Redelivery of All Carts After Service Cancellation	\$22.79
<b>On-Call Bulky Waste Collection:</b>	
White Goods, Except Refrigerators	\$28.49
Refrigerators & Freezers	\$57.00
Mattresses, Sofas & Chairs	\$45.59
Tires	\$11.38
Miscellaneous Garbage, Per Cubic Yard	\$34.19

## **Section 2. Solid Waste Collection Rates (Commercial and Multiple-Family):**

A. From the effective date of this Ordinance until December 31, 2025, the Garbage Collection and Curbside Recycling Rates for Commercial and Multiple-Family services provided pursuant to North Bend Municipal Code Section 8.12.010(B) are hereby amended as follows:

	<b>Rate (Effective 01/01/2025 to 12/31/2025)</b>
<b>Commercial Cart Service</b>	
20-gallon Garbage Cart	\$40.92
32-gallon Garbage Cart	\$52.71
45-gallon Garbage Cart	\$63.58
64-gallon Garbage Cart	\$73.77
96-gallon Garbage Cart	\$94.57
Extras (32 gallon equivalent)	\$8.75
<b>Compostables Service:</b>	
32 Gallon Weekly Compostables Cart	\$18.09
64 Gallon Weekly Compostables Cart	\$20.65
96 Gallon Weekly Compostables Cart	\$24.33

Extra Compostables Cans/Bags, 32 Gallon Equivalent (each)	\$4.43
<b>Miscellaneous Fees:</b>	
Wildlife Resistant Cart Surcharge (all sizes)	\$3.31
Return Trip (per pickup)	\$7.76
Carry-out Charge, per 25 ft., per month	\$4.43
Drive-in Charge, per month	\$6.64
Redelivery of Carts After Service Cancellation (up to 3 carts)	\$22.19
<b>Commercial Detachable Compacted Container Service:</b>	
1 Cubic Yard Compacted Container	\$511.86
1.5 Cubic Yard Compacted Container	\$631.99
2 Cubic Yard Compacted Container	\$776.19
3 Cubic Yard Compacted Container	\$1,060.27
4 Cubic Yard Compacted Container	\$1,492.35
6 Cubic Yard Compacted Container	\$2,147.92
<b>Commercial Detachable Container Service (loose)</b>	
<b>1 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$215.73
2 Pickups/Week/Container	\$524.41
3 Pickups/Week/Container	\$925.95
4 Pickups/Week/Container	\$1,420.34
5 Pickups/Week/Container	\$2,007.57
<b>1.5 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$331.48
2 Pickups/Week/Container	\$802.26
3 Pickups/Week/Container	\$1,412.33
4 Pickups/Week/Container	\$2,161.70
5 Pickups/Week/Container	\$3,050.38
<b>2 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$386.09
2 Pickups/Week/Container	\$957.97
3 Pickups/Week/Container	\$1,715.49
4 Pickups/Week/Container	\$2,658.78
5 Pickups/Week/Container	\$3,787.80
<b>3 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$559.74
2 Pickups/Week/Container	\$1,398.05
3 Pickups/Week/Container	\$2,515.04
4 Pickups/Week/Container	\$3,910.47
5 Pickups/Week/Container	\$5,584.54

<b>4 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$694.39
2 Pickups/Week/Container	\$1,760.29
3 Pickups/Week/Container	\$3,197.56
4 Pickups/Week/Container	\$5,006.32
5 Pickups/Week/Container	\$7,186.51
<b>6 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$981.15
2 Pickups/Week/Container	\$2,519.44
3 Pickups/Week/Container	\$4,614.97
4 Pickups/Week/Container	\$7,267.51
5 Pickups/Week/Container	\$10,477.30
<b>8 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$1,242.55
2 Pickups/Week/Container	\$3,228.00
3 Pickups/Week/Container	\$5,956.32
4 Pickups/Week/Container	\$9,427.52
5 Pickups/Week/Container	\$13,641.53
<b>Extra Garbage:</b>	
Extra Garbage, 32 Gallon Equivalent (each)	\$8.97
<b>Miscellaneous Fees:</b>	
Return Trip (per pickup)	\$11.08
Container Roll-out, over 25 ft. (per 25 ft., per pickup)	\$5.54
<b>Temporary Detachable Containers</b>	
<b>Temporary Container Hauling:</b>	
2 Cubic Yard Detachable Container	\$204.98
4 Cubic Yard Detachable Container	\$226.42
6 Cubic Yard Detachable Container	\$247.86
<b>Temporary Container Rental &amp; Delivery:</b>	
2 Cubic Yard Detachable Container	\$189.88
4 Cubic Yard Detachable Container	\$189.88
6 Cubic Yard Detachable Container	\$189.88
<b>Drop-box Hauling Service:</b>	
Temporary Non-compacted 10 - 40 Cubic Yard Drop-box	\$415.44
Non-compacted 10 Cubic Yard Drop-box	\$343.18
Non-compacted 15 Cubic Yard Drop-box	\$354.28
Non-compacted 20 Cubic Yard Drop-box	\$365.38
Non-compacted 25 Cubic Yard Drop-box	\$376.48
Non-compacted 30 Cubic Yard Drop-box	\$387.58

Non-compacted 40 Cubic Yard Drop-box	\$409.78
Compacted 10 Cubic Yard Drop-box	\$522.66
Compacted 15 Cubic Yard Drop-box	\$555.96
Compacted 20 Cubic Yard Drop-box	\$589.26
Compacted 25 Cubic Yard Drop-box	\$622.56
Compacted 30 Cubic Yard Drop-box	\$655.86
Compacted 40 Cubic Yard Drop-box	\$722.46
<b>Non-compacted Drop-box Rental &amp; Delivery:</b>	
Non-compacted 10 - 40 Cubic Yard Drop-box Delivery Charge	\$213.64
<b>Miscellaneous Fees:</b>	
Additional Mileage Charge for Hauls to Other Sites (Per One Way Mile)	\$3.31
Return Trip (per pickup)	\$16.65
Stand-by Time (per minute)	\$1.64
Drop-box Turn Around Charge	\$16.65
Solid Drop-box Lid Charge (per month)	\$27.74
<b>Mics. Services</b>	
<b>Truck &amp; Driver:</b>	
Rear/Side-load Packer & Driver	\$296.73
Front-load Packer & Driver	\$296.73
Drop-box Truck & Driver	\$296.73
Additional Labor (Per Person)	\$130.55
<b>Event Services:</b>	
Delivery, Provision, Collection of a Set of 3 Carts (G, R, & C)	\$33.29
<b>Miscellaneous Fees:</b>	
Container Cleaning - Carts	\$11.08
Container Cleaning - Detachable Containers	\$33.29
Re-line with Compostable Cart Liner	\$5.54

B. Effective January 31, 2026, the Garbage Collection and Curbside Recycling Rates for Commercial and Multiple-Family services provided pursuant to North Bend Municipal Code Section 8.12.010(B) are hereby established as follows:

<b>MF &amp; Commercial Carts</b>	<b>Rate (Effective 01/01/2026)</b>
<b>Weekly Service:</b>	
20 Gallon Garbage Cart	\$42.42
32 Gallon Garbage Cart	\$54.79
45 Gallon Garbage Cart	\$66.21

64 Gallon Garbage Cart	\$76.97
96 Gallon Garbage Cart	\$98.90
Extra Garbage Cans/Bags, 32 Gallon Equivalent (Each)	\$9.09
<b>Compostables Service:</b>	
32 Gallon Weekly Compostables Cart	\$18.58
64 Gallon Weekly Compostables Cart	\$21.21
96 Gallon Weekly Compostables Cart	\$24.99
Extra Compostables Cans/Bags, 32 Gallon Equivalent (Ea.)	\$4.55
<b>Miscellaneous Fees:</b>	
Wildlife Resistant Cart Surcharge (All Sizes)	\$3.39
Return Trip (Per Pickup)	\$7.97
Carry-out Charge, Per 25 ft, Per Month	\$4.55
Drive-in Charge, Per Month	\$6.82
Redelivery of Carts After Service Cancellation (Up to 3 Carts)	\$22.79
<b>MF &amp; Commercial Detachable Containers (Compacted)</b>	
<b>Compacted Containers:</b>	
1 Cubic Yard Compacted Container	\$536.48
1.5 Cubic Yard Compacted Container	\$665.24
2 Cubic Yard Compacted Container	\$818.71
3 Cubic Yard Compacted Container	\$1,121.25
4 Cubic Yard Compacted Container	\$1,575.78
6 Cubic Yard Compacted Container	\$2,270.62
<b>MF &amp; Commercial Detachable Containers (Loose)</b>	
<b>1 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$225.15
2 Pickups/Week/Container	\$550.70
3 Pickups/Week/Container	\$976.54
4 Pickups/Week/Container	\$1,502.64
5 Pickups/Week/Container	\$2,129.01
<b>1.5 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$345.83
2 Pickups/Week/Container	\$842.12
3 Pickups/Week/Container	\$1,488.84
4 Pickups/Week/Container	\$2,286.00
5 Pickups/Week/Container	\$3,233.61
<b>2 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$403.71
2 Pickups/Week/Container	\$1,008.09
3 Pickups/Week/Container	\$1,812.96

4 Pickups/Week/Container	\$2,818.45
5 Pickups/Week/Container	\$4,024.53
<b>3 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$585.66
2 Pickups/Week/Container	\$1,472.18
3 Pickups/Week/Container	\$2,659.67
4 Pickups/Week/Container	\$4,147.86
5 Pickups/Week/Container	\$5,937.00
<b>4 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$727.54
2 Pickups/Week/Container	\$1,856.31
3 Pickups/Week/Container	\$3,386.16
4 Pickups/Week/Container	\$5,317.22
5 Pickups/Week/Container	\$7,649.40
<b>6 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$1,029.23
2 Pickups/Week/Container	\$2,660.19
3 Pickups/Week/Container	\$4,892.96
4 Pickups/Week/Container	\$7,727.28
5 Pickups/Week/Container	\$11,163.44
<b>8 Cubic Yard Uncompacted Container:</b>	
1 Pickup/Week/Container	\$1,304.89
2 Pickups/Week/Container	\$3,412.12
3 Pickups/Week/Container	\$6,321.62
4 Pickups/Week/Container	\$10,033.43
5 Pickups/Week/Container	\$14,547.46
<b>Extra Garbage:</b>	
Extra Garbage, 32 Gallon Equivalent (Each)	\$9.31
<b>Miscellaneous Fees:</b>	
Return Trip (Per Pickup)	\$11.38
Container Roll-out, Over 25 Feet (Per 25 Feet, Per Pickup)	\$5.69
<b>Temporary Detachable Containers</b>	
<b>Temporary Container Hauling:</b>	
2 Cubic Yard Detachable Container	\$211.67
4 Cubic Yard Detachable Container	\$234.82
6 Cubic Yard Detachable Container	\$257.98
<b>Temporary Container Rental &amp; Delivery:</b>	
2 Cubic Yard Detachable Container	\$195.03
4 Cubic Yard Detachable Container	\$195.03

<u>6 Cubic Yard Detachable Container</u>	<u>\$195.03</u>
<b><u>MF &amp; Commercial Drop-box Collection</u></b>	
<b><u>Drop-box Hauling:</u></b>	
<u>Temporary Non-compacted 10 - 40 Cubic Yard Drop-box</u>	<u>\$426.71</u>
<u>Non-compacted 10 Cubic Yard Drop-box</u>	<u>\$355.09</u>
<u>Non-compacted 15 Cubic Yard Drop-box</u>	<u>\$3 67.79</u>
<u>Non-compacted 20 Cubic Yard Drop-box</u>	<u>\$380.49</u>
<u>Non-compacted 25 Cubic Yard Drop-box</u>	<u>\$393.19</u>
<u>Non-compacted 30 Cubic Yard Drop-box</u>	<u>\$405.89</u>
<u>Non-compacted 40 Cubic Yard Drop-box</u>	<u>\$431.29</u>
<u>Compacted 10 Cubic Yard Drop-box</u>	<u>\$544.64</u>
<u>Compacted 15 Cubic Yard Drop-box</u>	<u>\$582.74</u>
<u>Compacted 20 Cubic Yard Drop-box</u>	<u>\$620.84</u>
<u>Compacted 25 Cubic Yard Drop-box</u>	<u>\$658.94</u>
<u>Compacted 30 Cubic Yard Drop-box</u>	<u>\$697.04</u>
<u>Compacted 40 Cubic Yard Drop-box</u>	<u>\$773.24</u>
<b><u>Non-compacted Drop-box Rental &amp; Delivery:</u></b>	
<u>Non-compacted 10 - 40 Cubic Yard Drop-box</u>	<u>\$219.44</u>
<b><u>Miscellaneous Fees:</u></b>	
<u>Additional Mileage Charge for Hauls to Other Sites (Per One Way Mile)</u>	<u>\$3.39</u>
<u>Return Trip (Per Pickup)</u>	<u>\$17.10</u>
<u>Stand-by Time (Per Minute)</u>	<u>\$1.68</u>
<u>Drop-box Turn Around Charge</u>	<u>\$17.10</u>
<u>Solid Drop-box Lid Charge (Per Month)</u>	<u>\$28.49</u>
<b><u>Mics. Services</u></b>	
<b><u>Truck &amp; Driver:</u></b>	
<u>Rear/Side-load Packer &amp; Driver</u>	<u>\$304.78</u>
<u>Front-load Packer &amp; Driver</u>	<u>\$304.78</u>
<u>Drop-box Truck &amp; Driver</u>	<u>\$304.78</u>
<u>Additional Labor (Per Person)</u>	<u>\$134.09</u>
<b><u>Event Services:</u></b>	
<u>Delivery, Provision, Collection of a Set of 3 Carts (G, R, &amp; C)</u>	<u>\$34.19</u>
<b><u>Miscellaneous Fees:</u></b>	
<u>Container Cleaning - Carts</u>	<u>\$11.38</u>
<u>Container Cleaning - Detachable Containers</u>	<u>\$34.19</u>
<u>Re-line with Compostable Cart Liner</u>	<u>\$5.69</u>

**Section 3. Solid Waste Collection Rates (Residential Rates – Senior (age 65+)/low income):**

A. From the effective date of this Ordinance until December 31, 2025, the Garbage Collection and Curbside Recycling Rates for Residential Rates – Senior (age 65+)/low-income services provided pursuant to North Bend Municipal Code Section 8.12.010(E) are hereby amended as follows:

<b>Weekly Pickup</b>	<b>Rate (Effective 01/01/2025 to 12/31/2025)</b>
1 20-gallon Garbage Cart	\$34.62
1 32-gallon Garbage Cart	\$42.38

B. Effective January 1, 2026, the Garbage Collection and Curbside Recycling Rates for Residential Rates – Senior (age 65+)/low-income services provided pursuant to North Bend Municipal Code Section 8.12.010(E) are hereby established as follows:

<b>Weekly Garbage Service</b>	<b>Rate (Effective 01/01/2026)</b>
20 Gallon Garbage Cart	\$35.85
32 Gallon Garbage Cart	\$44.03

**Section 4. Update to City's Taxes, Rates & Fees Schedule:** The City's Taxes, Rates and Fees Schedule is amended to reflect the amendments set forth in Sections 1–3 of this Ordinance. A copy of the amended Taxes, Rates and Fees Schedule is attached hereto as Exhibit A and supersedes and replaces all other prior versions. For any subsequent update to the City's Taxes, Rates and Fees Schedule, after January 1, 2026, the Clerk may administratively omit the 2025 rates without further action of the City Council.

**Section 5. Severability:** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 6. 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 or as otherwise provided herein.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18<sup>TH</sup> DAY OF  
NOVEMBER, 2025.**

**CITY OF NORTH BEND:**

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**Mary Miller, Mayor**

**APPROVED AS TO FORM:**

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**Kendra Rosenberg, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:

Effective:

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**Susie Oppedal, City Clerk**





9/30/2025

To: City of North Bend  
 From: Recology King County

**Re: Annual Contractual Rate Adjustment**

The current contract between the City of North Bend and Recology King County calls for an annual rate adjustment to the collection fee component of contracted rates to take place annually on January 1<sup>st</sup> based upon the consumer price index described in section 5.3.1. The rate adjustment calculation is due to the City on the October 1<sup>st</sup> preceding each annual rate adjustment.

The contract also calls for an annual rate adjustment to the disposal fee component of contracted rates to take place annually. This year King County has opted to increase the current (2025) disposal from \$165.91 to \$179.18 per ton. The rates will be adjusted according to the disposal adjustment calculation, as stated in the contract.

The preliminary calculations are as follows:

	2025 Period	2026 Period	% change to PY Index	Contractual Adjustment	% change to rates
CPI (5.3.1)	348.323	357.780	2.715%	100.000%	2.715%
Disposal (5.3.2)	165.910	179.180	7.998%	100.000%	7.998%

We propose these calculations to be the basis for our forthcoming conversation regarding the annual rate adjustment process for January 1, 2026.

Please contact us with questions. We look forward to further discussing this with you.

*Anthony Brocato*  
 Anthony Brocato  
 General Manager

DocuSigned by:  
  
 6892033795FA487...  
 Nicole Campbell  
 Regional Controller



**LEGAL NOTICE  
CITY OF NORTH BEND  
King County, Washington**

**NOTICE OF RATE INCREASE**

**NOTICE IS HEREBY GIVEN**, pursuant to RCW 35.21.157, that Recology King County has provided notice of a rate increase for its new solid waste disposal services to be effective January 1, 2026. This rate increase is due to an increase in the Consumer Price Index for the Seattle-Tacoma-Bellevue Metropolitan area, an increase in the disposal rates per ton charged by King County, and an increase in the King County Fixed Disposal Charge. The North Bend City Council will consider an ordinance amending the Taxes, Rates and Fees Schedule to encompass the proposed rate increase at its meeting to be held on Tuesday, November 18, 2025, at 7:00 p.m. at City Hall, 920 SE Cedar Falls Way, North Bend, WA. The meeting may be attended in-person or virtually using Zoom Meetings, with detailed meeting access information to be provided on November 13, 2025, on the City website calendar item for the [November 18, 2025 City Council meeting](#). All public comment must be received in writing in advance of the meeting or in-person during the meeting.

The following rates (excluding taxes and fees) are proposed for 2026:

32 gallon residential garbage cart - \$56.85 per month plus \$1.85 Fixed Disposal Charge

64 gallon residential garbage cart - \$82.04 per month plus \$3.50 Fixed Disposal Charge

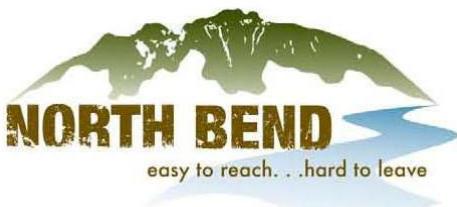
1 cubic yard commercial detachable container (loose) - \$214.16 per month plus \$10.99 Fixed Disposal Charge

For additional information on the proposed rate increases please contact Solid Waste Contract Manager Dan Marcinko at [dmarcinko@northbendwa.gov](mailto:dmarcinko@northbendwa.gov).

Posted: November 7, 2025

Published in the Snoqualmie Valley Record: November 7 & 14, 2025





## City Council Agenda Bill

SUBJECT:	Agenda Date: November 18, 2025	AB25-129
<b>Motion Authorizing a Lease Agreement with Washington State Department of Fish and Wildlife for Partial Use of the City's Annex Building</b>	Department/Committee/Individual	
Cost Impact: \$16,800 (Revenue generating for the City) + \$2157/yr leasehold excise tax	Mayor Mary Miller	
Fund Source: General	City Administrator – Amber Emery	
Timeline: July 1, 2025 – June 30, 2026	City Attorney – Kendra Rosenberg	
	City Clerk – Susie Oppedal	
	Administrative Services – Lisa Escobar	X
	Comm. & Economic Development – James Henderson	
	Finance – Martin Chaw	
	Public Works – Tom Mohr, P.E.	X

**Attachments:** Lease Agreement, Exhibit A – Floorplan, Vicinity Map

### SUMMARY STATEMENT:

The City of North Bend (“City”) owns the building at the Annex site located at 126 East 4th Street, North Bend, WA 98045 (tax parcel number 380800-0052). The site area is 3,905 square feet (0.90 acres). The former CED Annex building was built in 1958, and the internal office area is 2,736 square feet. It contains a mini kitchen, two restrooms, approximately seven office areas, several closets, and three common areas. Before it was used as the CED Annex, it served as the City’s library for several decades.

Starting in May of 2021, the City has leased the Annex to the Washington State Department of Fish and Wildlife (“DFW”). The current lease includes two offices, a conference room, a large closet functioning as a storage room, and use of common areas including break rooms, a kitchenette, and other common open areas. Exhibit A shows the floorplan of the building’s current uses.

The proposed lease term is for one year, running from July 1, 2025, to June 30, 2026. City staff is proposing a 5% rate increase over the previous year, from \$16,000/year to \$16,800/year. In addition, DFW will pay leasehold excise tax of \$2,157/year. Because this is only a one-year lease term, a formal market analysis was not conducted. The market analysis performed in late 2021 was the basis for the rate charged in 2022, 2023 and 2024. With the new lease agreement, the City will continue to pay HVAC (electrical), janitorial, solid waste, water, sanitary sewer and outdoor maintenance (such as lawn mowing) costs, which total \$6,400 annually, or about \$533 per month.

DFW does not use the entire building and the King County Sheriff’s Department will share this building with WDF beginning in April, 2026. Utilities cost sharing will be negotiated and determined with the King County Sheriff’s Department.

The proposed lease agreement and vicinity map are attached.

### ALTERNATIVES:

#### Alternative #1: Do not approve.

Description: Do not renew lease.

Financial Impacts: City would forego lease revenue and the building would sit vacant.

Recommendation: Do not recommend.

#### Alternative #2: Approve new lease agreement.

Description: Approve lease to Washington State DFW for another year through June 30, 2026.

Financial Impacts: City continues to receive lease revenue; continues positive relationship with Washington State DFW.

# City Council Agenda Bill

<u>Recommendation:</u> Recommend Council approval.		
APPLICABLE BRAND GUIDELINES: Economic viability/balanced budget; Consistent delivery of quality basic services.		
COMMITTEE REVIEW AND RECOMMENDATION: This item was discussed at the February 25, 2025, Transportation Public Works Committee meeting and at the October 14, 2025, Finance and Administration Committee meeting, and was recommended for approval and placement on the Main Agenda for discussion.		
<b>RECOMMENDED ACTION: MOTION to approve AB25-129, authorizing the Mayor to execute and administer a Lease Agreement with Washington State Department of Fish and Wildlife for use of the City's former CED Annex Building, in a form and content approved by the City Attorney.</b>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 18, 2025		

**STATE OF WASHINGTON**

**AGENCY: Washington Department of Fish and Wildlife**

**DELEGATED STATE RENTAL AGREEMENT**  
**DEL: 25-0031**

1. This RENTAL AGREEMENT is made and entered into between **City of North Bend** whose address is **126 E 4<sup>th</sup> Street North Bend, WA 98045** for its heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and the State of Washington, **Washington Department of Fish and Wildlife (WDFW)**, hereinafter called the Tenant, acting under a delegation of authority from the Department of Enterprise Services or its successor Washington state government entity, in accordance with RCW 43.82.010.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Director of the Department of Enterprise Services is also granted authority to delegate the leasing function to agencies;

WHEREAS, the Director has so delegated the authority for this Rental Agreement;

WHEREAS, the Landlord and Tenant deem it to be in the best public interest to enter into this Rental Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. The Landlord hereby rents to the Tenant the following described premises:

**Tax Parcel Number:** **3808000252**

**Common Street Address:** **126 E 4<sup>th</sup> Street North Bend WA 98045**

Approximately **1,300** square feet of office space located at **126 E 4<sup>th</sup> Street North Bend WA 98045**.

**USE**

3. The premises shall be used by the **WDFW along with King County Sheriffs office** and/or other state agencies for the following purpose(s): **Enforcement office**. Office use includes associated office activities, such as trainings, conferences, retreats, open public meetings, health and wellness activities, and office related parties and social events. Tenant understands and agrees that its use of the premises is nonexclusive.

**TERM**

4. This Rental Agreement, which **CANNOT EXCEED ONE YEAR**, shall be effective from **July 1, 2025** through **June 30, 2026**.

**RENTAL RATE**

5. The Tenant shall pay rent to the Landlord for the premises at the following rate:

Base rent:

<b>One thousand four hundred four dollars and zero cents</b>	<b>\$1,400</b> per month
Leasehold excise tax:	
<b>One hundred seventy-nine dollars and seventy six cents</b>	<b>\$179.76</b> per month

Payment shall be made at the end of each month upon submission of properly executed vouchers.

**TOTAL MONTHLY PAYMENT** **\$1,579.76 per month**

**EXPENSES**

6. During the term of this Rental Agreement, Landlord shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, elevator service, exterior and interior window washing landscape and irrigation water, and janitor service. Janitor service includes exterior and interior window washing, restroom supplies, and light bulb replacement as needed.

6.1. Tenant shall pay for only **Lease only**.

**MAINTENANCE AND REPAIR**

7. The Landlord shall maintain the premises in good repair and tenantable condition during the continuance of this Rental Agreement, except in case of damage arising from the negligence of the tenant's agents or employees. For the purposes of maintenance and repair, the Landlord reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the building. Landlord's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators, including communications systems; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide an architecturally barrier-free premises for people with disabilities, etc.).

**TERMINATION**

8. This Rental Agreement may be terminated by either party giving written notice not less than thirty (30) days prior to the effective date of termination.

**ASSIGNMENT/SUBLEASE**

9. Except for sublet for use by other State agencies per Paragraph 3 (Use) the Tenant may not assign this Rental Agreement or sublet the premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Landlord shall respond to approve or disapprove a request for consent within thirty (30) days of receipt of the request. If such response is not

received within thirty days, it will be considered approved and Tenant will proceed with subrental. Tenant shall not permit the use of the premises by anyone other than the Tenant, such assignee or sublessee, and the employees, agents and servants of the Tenant, assignee, or sublessee.

## **FIXTURES**

10. The Tenant shall have the right during the existence of this Rental Agreement with the written permission of the Landlord (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby rented. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Tenant and may be removed therefrom by the Tenant upon the termination of this Rental Agreement. Any damage caused by the removal of any of the above items shall be repaired by the Tenant.

## **PREVAILING WAGE**

11. Landlord agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Rental Agreement when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Rental Agreement will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Rental Agreement as though fully set forth herein.

## **PAYMENT**

12. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

## **INDEMNITY**

13. To the extent permitted by law, Tenant shall defend, indemnify, and hold harmless the Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of acts or omissions of Tenant, including its officers, employees, or agents, in Tenant's use of the premises, the conduct of Tenant's business, or any activity, work or thing done, permitted, or suffered by Tenant in or about the premises, except to the extent such injury or damage as shall have been occasioned by the sole negligence of the Landlord or other parties. It is further specifically and expressly understood that the indemnification provided herein constitutes the Tenant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by Tenant and Landlord. The provisions of this section shall survive the expiration or termination of this Rental Agreement. The Tenant upon notice from the Landlord, covenants to resist or defend any such action or proceeding by attorneys reasonably satisfactory to the Landlord. The Tenant shall not suffer or give cause for the filing of any lien against the premises.

## **INSURANCE**

14. Tenant shall procure and maintain, for the duration of the Rental Agreement:

14.1 Commercial General Liability insurance at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Landlord shall be named as additional an insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

14.2 Property insurance shall be written on an all risk basis. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

In lieu of Tenant procuring and verifying insurance coverage as required above, Tenant warrants that it has capacity to self-insure for the risks and coverages necessary for its use of the premises.

## **COMPLIANCE WITH STATE/FEDERAL LAWS**

15. Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

## **DISASTER**

16. In the event the rented premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Landlord neglects and/or refuses to restore said premises to their former condition, then the Tenant may terminate this Rental Agreement and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Tenant during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

## **NO GUARANTEES**

17. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Tenant unless endorsed herein in writing and it is further understood that the Tenant, a State agency, is acting in compliance with a delegated authority from the Department of Enterprise Services in accordance with RCW 43.82.010. Any amendment or modification of this Agreement must be in writing and signed by both parties.

## **HAZARDOUS SUBSTANCES**

18. Landlord warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby rented which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation. Landlord shall indemnify and hold harmless the Tenant with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the Tenant.

## **BINDING AUTHORITY**

19. It is further understood that this Rental Agreement shall not be binding upon the State of Washington, **WDFW**, unless signed by the Tenant's Director, Commissioner, or his/her designee and approved as to form by the Office of the Attorney General.

## CAPTIONS

20. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

## INTEGRATED DOCUMENT

21. This Rental Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the rental of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

## NOTICES

22. Wherever in this Rental Agreement written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LANDLORD:

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

TENANT:

WDFW Attn Facilities  
600 Capital Way North  
Olympia, WA 98502

AND:

Department of Enterprise Services  
Real Estate Services  
1500 Jefferson Street S.E., 2<sup>nd</sup> Floor  
Post Office Box 41015  
Olympia, Washington 98504-1015

IN WITNESS WHEREOF, the parties subscribe their names.

LANDLORD:

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

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

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

TENANT:

State of Washington, (WDFW)

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

Title: Facilities Manager \_\_\_\_\_

Date: 11/6/2025 \_\_\_\_\_

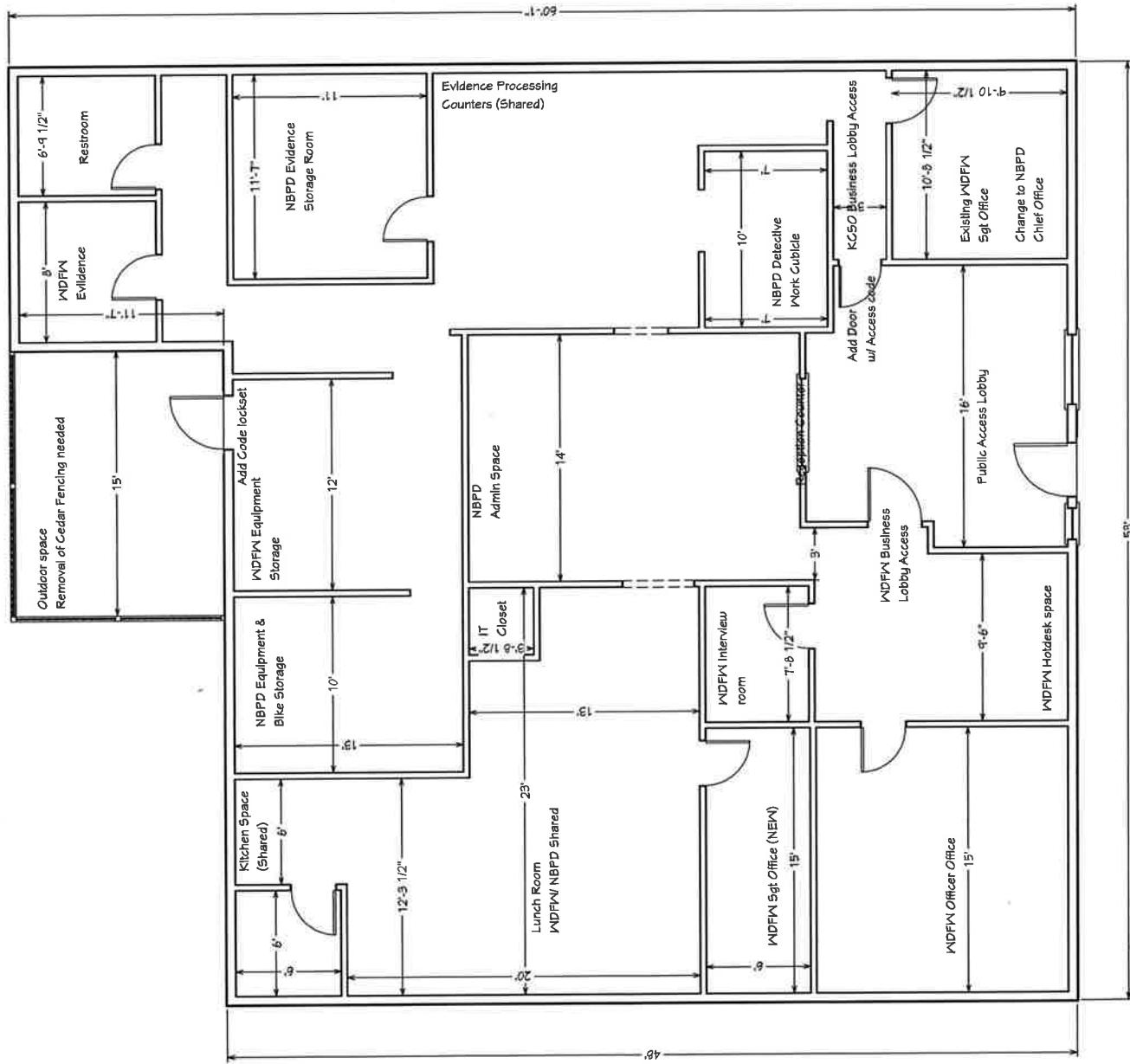
APPROVED AS TO FORM:

By: APPROVAL ON FILE \_\_\_\_\_

**Assistant Attorney General**

Date: 11/25/02

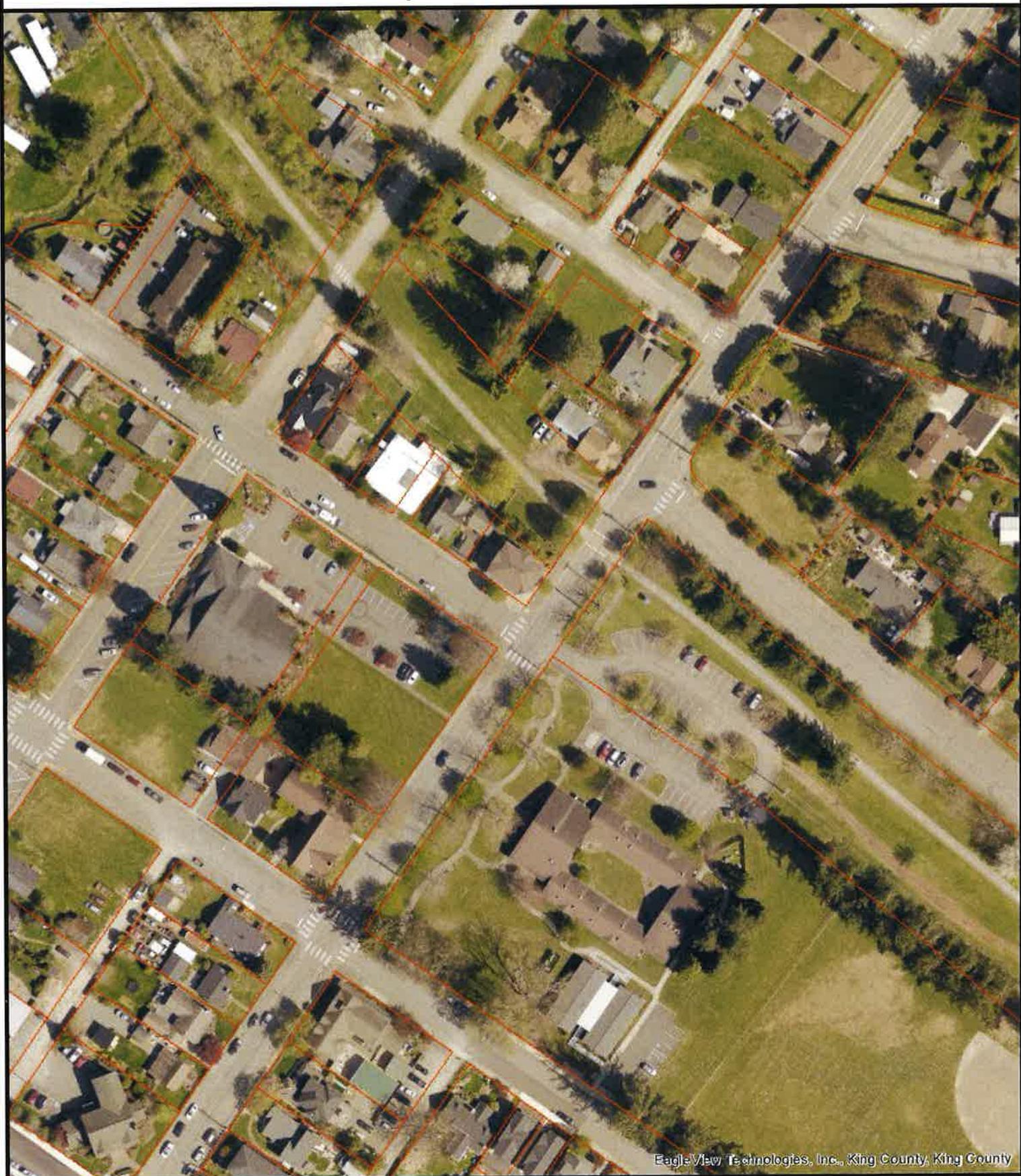
**Add Gravel for Patrol Vehicle parking  
(Direct access to Evidence space)**



**LIVING AREA**  
2137 SQ FT



## King County iMap



Eagle View Technologies, Inc., King County, King County

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Date: 2/19/2025

Notes:

