



City Council Meeting

September 1, 2026 – Agenda

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

7:00 PM – Call to Order, Roll Call, Flag Salute

Approval of September 1, 2026 Agenda

CLOSED SESSION: To Discuss Collective Bargaining Negotiations, pursuant to RCW 42.30.140(4)

Consent Agenda:

- 1) **Minutes**
 - a) City Council Meeting of August 18, 2026
- 2) **Payroll**
 - a) **August 20, 2026 – 79341 through 79345**, in the amount of **\$315,529.75**
- 3) **Checks**
 - a) **September 1, 2026 – 79337–79340 & 79346–79392**, in the amount of **\$3,596,980.99**
- 4) **AB26-072** - Resolution Accepting Tanner Electric Substation & Storage Yard Infrastructure Improvements Tom Mohr
- 5) **AB26-073** - Resolution Accepting Milam Sewer Main Extension Infrastructure Improvements Tom Mohr
- 6) **AB26-074** - Motion Authorizing PSE Schedule 51 Lighting Contract for NB Way/NW 8th Street Roundabout Project Tom Mohr
- 7) **AB26-075** - Resolution Awarding Ribary Creek Sediment Pond Maintenance Project to Fury Site Works Tom Mohr

Audience Participation: (Please restrict comments to 3 minutes)

Announcements, Presentations, Appointments:

- | | |
|---|--------------|
| 8) Presentation - Encompass | Nela Cumming |
| 9) Proclamation - Suicide Prevention Month | Mayor Miller |
| 10) Proclamation - Hunger Action Month | Mayor Miller |

Introductions:

- | | |
|--|--------------------------------|
| 11) AB26-076 - Ordinance Amending NBMC Titles 14, 17 & 20 RE Residential Lot Splitting & Unit Lot Subdivision | Mike McCarty, Caitlin Hepworth |
|--|--------------------------------|



- 12) **AB26-077** - Motion Authorizing Contract Amendment with Peach Global Solutions James Henderson
- 13) **AB26-078** - Motion Authorizing Contract with Creative Financial Staffing Elaine Morse

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

August 18, 2026

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: Joselyn, Koellen, McFarland, Torguson and Tremolada. Councilmembers Elwood and Rustik were excused.

Councilmember Tremolada **MOVED**, seconded by Councilmember Joselyn to approve the August 18, 2026 City Council meeting agenda as written. The motion **PASSED** 5-0.

CONSENT AGENDA:

Minutes – City Council Meeting of August 4, 2026 & City Council Workstudy of July 28, 2026

Payroll – August 5, 2026 – 79271 through 79276, in the amount of \$416,491.78

Checks – August 18, 2026 – 79268–79270 & 79277–79336, in the amount of \$1,297,422.64

AB26-069 – Motion Authorizing Supplement No. 2 with KPFF for NB Way/Mt Si Road Roundabout Project

Councilmember Joselyn **MOVED**, seconded by Councilmember Koellen to approve the consent agenda as presented. The motion **PASSED** 5-0.

AUDIENCE PARTICIPATION:

Debra Landers, North Bend Art & Industry, mentioned current and upcoming events including the Art in Nature Walk, September 12th Snoqualmie Valley Art Studio Tour and September 19th Art Supply Swap and introduced NBA&I Youth Board Member Evy Sinclair.

COMMISSION AND COMMITTEE REPORTS:

Community & Economic Development Committee

Chair Councilmember Torguson provided a report of the August 18th meeting.

Eastside Fire & Rescue Board Meeting

Councilmember Torguson provided a report of the August 13th meeting.

Transportation & Public Works Committee

Chair Councilmember Koellen provided a report of the July 28th meeting.

Public Health & Safety Committee

Councilmember Koellen provided a report of the August 4th meeting.

Finance & Administration Committee

Councilmember McFarland provided a report of the August 4th meeting.

Planning Commission

Community & Economic Development Director Henderson provided a report of the August 5th meeting.

Parks Commission

No report.

Economic Development Commission

No report.

Regional Fire Authority Planning Committee

Chair Councilmember Torguson provided a report of the August 13th meeting.

SnoValley Chamber of Commerce

Councilmember Torguson provided an update on Chamber activities.

INTRODUCTIONS:

AB26-070 – Motion Authorizing Supplement No. 2 with Parametrix for South Fork Ave. Extension & Starfish Roundabout Projects

Audio: 22:05

Public Works Director Mohr provided the staff report.

Councilmember Koellen **MOVED**, seconded by Councilmember McFarland to approve AB26-070, authorizing Supplement No. 2 to the engineering contract with Parametrix for the South Fork Avenue Extension and Starfish Roundabout Projects, in a form and content acceptable to the City Attorney, in an amount not to exceed \$225,938.70. The motion **PASSED** 5-0.

AB26-071 – Resolution 2191 Approving the Parks Element Amendments for the 2026 North Bend Comprehensive Plan

Audio: 34:06

Planning Manager McCarty provided the staff report.

Councilmember Torguson **MOVED**, seconded by Councilmember Joselyn to approve AB26-071, a resolution approving the Parks Element Amendments for the 2026 North Bend Comprehensive Plan Update. The motion **PASSED** 5-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember McFarland mentioned the devastation from wildfires he witnessed when driving through Spokane and reminded all to be cognizant of the impact a stray ember can have on the current dry landscape in North Bend. Additionally, he shared a few thoughts regarding Billy Joel's 1989 song "We Didn't Start the Fire" and the correlation to current events.

Councilmember Joselyn mentioned a recent malicious mischief event involving a local resident's vehicle and reminded all of the importance of looking out for and caring for our fellow citizens, especially during these challenging times.

Councilmember Torguson echoed Councilmember McFarland's comments regarding the fires in Eastern Washington and shared her daughter's harrowing experience when traveling in the area. Additionally, she noted the Snoqualmie Tribe's local gas station was offering discounts on gas on Tuesdays during August and shared comments on the Council packets being produced with the new agenda management system.

Councilmember Koellen expressed concern regarding the increased wildlife in the area and asked all to exercise caution when driving through town.

Councilmember Tremolada noted Si View MPD was having a ribbon cutting event for their new administration building located at 701 SE Cedar Falls Way on August 27th at 3:30 p.m. Additionally, he shared statistics regarding loneliness, mental health visits, and reduced stigma regarding mental health issues and reminded everyone of the importance of staying in touch with family and friends.

City Administrator Emery acknowledged summer intern Rishé Pierre for his help in the city's IT Department and provided an update on wildfire preparedness and emergency management initiatives the city shared with the local media recently.

Mayor Miller spoke regarding the following items:

- October 15th Deadline for Comprehensive Plan Amendment Proposals
- Stage 2 Burn Ban Effective August 7th
- Water Conservation Ordinance Stage 1 Restrictions
- Outdoor Recreation Preparedness

ADJOURNMENT:

Councilmember Joselyn **MOVED** to adjourn, seconded by Councilmember Tremolada. The motion **PASSED** 5-0.

The meeting adjourned at 7:58 p.m.

DRAFT

ATTEST:

Mary Miller, Mayor

Susie Oppedal, City Clerk

DRAFT



City Council Agenda Bill

Agenda Date: September 1, 2026

AB26-072

Subject: AB26-072 - Resolution Accepting Tanner Electric Substation & Storage Yard Infrastructure Improvements

**Department/
Committee/
Individual:** Tom Mohr, Director

Cost Impact: N/A
Fund Source: N/A
Timeline: Immediate

Attachments:

1. Resolution Accepting Tanner Electric Infrastructure Improvements
2. Exhibit A - Cost Schedule
3. Exhibit B - Bill of Sale
4. Vicinity Map

Summary Statement:

Tanner Electric Cooperative (“Developer”) has recently completed construction of street paving improvements (collectively “Infrastructure Improvements”) for the Tanner Electric Substation and Storage Yard project located at 44711 SE North Bend Way, North Bend, Washington (the “Project”).

The Developer submitted applications for the Project to the City on January 11, 2016. The Project required construction of the Infrastructure Improvements in the SE North Bend Way right-of-way and the City Council approved a Developer Extension Agreement with the Developer for construction of the Infrastructure Improvements on June 4, 2019, under Resolution No. 1886. Plans for the Infrastructure Improvements were approved on January 7, 2020, and construction commenced shortly thereafter.

The Developer has completed all utility punch-list items, as-builts, and provided GIS Cad files to the City as required by the North Bend Municipal Code. The Developer has reviewed a draft of the Bill of Sale for the Infrastructure Improvements (Exhibit B) prepared by staff. Pursuant to the Bill of Sale, the City is taking ownership only of the items specifically described in the Bill of Sale.

Adoption of the resolution will authorize the Mayor to execute the Bill of Sale and transfer of ownership of the Developer-constructed Infrastructure Improvements to the City.

Applicable Brand Guidelines:

- Design standards

Committee Review and Recommendation:

This item was brought up during the Transportation and Public Works Committee meeting on August 25, 2026, and was recommended for approval and placement on the Consent Agenda.

Recommended Action:

Motion to approve AB26-072, a resolution accepting ownership of the Infrastructure Improvements from Tanner Electric Cooperative for the Tanner Electric Substation and Storage Yard.

Record of Council Action:

Meeting Date	Action	Vote
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September 1, 2026

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING STREET PAVING IMPROVEMENTS FROM TANNER ELECTRIC COOPERATIVE FOR THE TANNER ELECTRIC SUBSTATION AND STORAGE YARD

WHEREAS, Tanner Electric Cooperative (the “Developer”), has recently completed construction of required street paving improvements (collectively, the “Infrastructure Improvements”) for the Tanner Electric Substation and Storage Yard Project (the “Project”); and

WHEREAS, on June 4, 2019, the City Council adopted Resolution No. 1886, approving a Developer Extension Agreement for construction of the Infrastructure Improvements for the Project within the SE North Bend Way right-of-way; and

WHEREAS, City staff have inspected the Infrastructure Improvements for the Project and recommend that the City accepts transfer of ownership of the Developer-constructed Infrastructure Improvements; and

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

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

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

Section 1. The City Council of the City of North Bend accepts the Infrastructure Improvements constructed for the Project as reflected in the cost schedule attached hereto as **Exhibit A** and incorporated herein by this reference.

Section 2. The Mayor is authorized to execute a Bill of Sale accepting the Infrastructure Improvements constructed for the Project on behalf of the City of North Bend, in a form acceptable to the City Attorney and substantially similar to the draft Bill of Sale attached hereto as **Exhibit B** and incorporated herein by this reference.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF
SEPTEMBER, 2026.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

EXHIBIT A
Tanner SubStation
Tanner Electric Company
Bill of Sale

Tanner Substation BOS
6/9/2026

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
(NFA) Storm System	12" DIP Storm	272	LF	\$ 68.00	\$ 18,496.00
Storm System (NFA)	Roadside Ditch Grading	522	LF	\$ 9.26	\$ 4,833.72
SUBTOTAL				\$	<u>23,329.72</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Roadway - Paving	6' Depth Rock Base	350	TN	\$ 16.91	\$ 5,918.50
Roadway - Paving	6" Road Widening Paving	6000	SF	\$ 6.30	\$ 37,800.00
(NFA) Roadway - Paving	2" Pathway Paving	930	LF	\$ 15.63	\$ 14,535.90
(NFA) Roadway - Paving	Asphalt Aprons	3652	SF	\$ 6.30	\$ 23,007.60
SUBTOTAL				\$	<u>58,254.40</u>

NFA = Not for Acceptance

TOTAL **\$** **81,584.12**

EXHIBIT B

Return Address:

CITY CLERK

CITY OF NORTH BEND

920 SE CEDAR FALLS WAY

NORTH BEND, WA 98045

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

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

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. Tanner Electric Cooperative, _____
2. _____, _____

Additional names on page _____ of document.

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

1. City of North Bend
2. _____, _____

Additional names on page _____ of document.

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

PARCEL 142308-9032 – BEG SW COR OF SE 1/4 TH N 00-21-38 E 1343.38 FT TO SW COR OF NW 1/4 OF SE 1/4 TH S 86-27-49 E 751.15 FT TO E LN OF W 750 FT OF SD SUBD TH N 00-21-38 E 437.47 FT TO NELY MGN OF 100 FT WIDE CHICAGO, MILWAUKEE & ST PAUL RR R/W & TPOB TH CONTG N 00-21-38 E 175.64 FT TO SLY MGN OF 100 FT WIDE ST OF WASH R/W FOR PRIMARY ST HWY NO 2 TH S 63-38-03 E 1201.17 FT TO NLY R/W MGN FOR STATE OF WASH HWY SR 90, ECHO LAKE INTERCHANGE TO TANNER, TH N 77-04-10 W ALG NLY MGN 980.65 FT TO NELY MGN OF CHICAGO, MILWAUKEE & ST PAUL R/W TH N 41-17-42 W ALG SD R/W 184.16 FT TO TPOB

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

142308-9032

☐ **Assessor Tax # not yet assigned**

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

EXHIBIT B

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

Signature of Requesting Party

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

UPON RECORDING RETURN TO:

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

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor: Tanner Electric Cooperative

Grantee: City of North Bend

Legal Description: See Exhibit C

Abbreviated Legal: PARCEL 142308-9032 – BEG SW COR OF SE 1/4 TH N 00-21-38 E 1343.38 FT TO SW COR OF NW 1/4 OF SE 1/4 TH S 86-27-49 E 751.15 FT TO E LN OF W 750 FT OF SD SUBD TH N 00-21-38 E 437.47 FT TO NELY MGN OF 100 FT WIDE CHICAGO, MILWAUKEE & ST PAUL RR R/W & TPOB TH CONTG N 00-21-38 E 175.64 FT TO SLY MGN OF 100 FT WIDE ST OF WASH R/W FOR PRIMARY ST HWY NO 2 TH S 63-38-03 E 1201.17 FT TO NLY R/W MGN FOR STATE OF WASH HWY SR 90, ECHO LAKE INTERCHANGE TO TANNER, TH N 77-04-10 W ALG NLY MGN 980.65 FT TO NELY MGN OF CHICAGO, MILWAUKEE & ST PAUL R/W TH N 41-17-42 W ALG SD R/W 184.16 FT TO TPOB

Tax Parcel Identification Number: 142308-9032

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, Tanner Electric Cooperative, a Washington Corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington Municipal Corporation (“Grantee” or the “City”), the following described street paving improvements (see also, Exhibit A), all of which have been constructed and installed in the existing public right-of-way fronting the project commonly known as Tanner Electric Substation (“Project”) as depicted on Exhibit B.

Street Paving Improvements:

Approximately 6,000 square feet of roadside asphalt widening and associated material, located within the public right-of-way of SE North Bend Way.

[Note:

- Approximately 3,652 square feet of asphalt apron was constructed for the Project outside of the road prism (defined as edge of pavement to edge of pavement on City public streets); and is not conveyed to the City by this Bill of Sale. Consistent with

EXHIBIT B

the North Bend Municipal Code and the North Bend Public Works Standards, the approximately 3,652 square feet of asphalt apron shall be owned and maintained by the property owner abutting the right-of-way.

- Approximately 930 lineal feet of 8-foot-wide asphalt path was constructed for the Project outside of the road prism (defined as edge of pavement to edge of pavement on City public streets); and is not conveyed to the City by this Bill of Sale. Consistent with the North Bend Municipal Code and the North Bend Public Works Standards, the approximately 930 lineal feet of 8-foot-wide asphalt path shall be owned and maintained by the property owner abutting the right-of-way.]

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

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

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

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

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

EXHIBIT B

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

GRANTOR:
Tanner Electric Cooperative

GRANTEE:
City of North Bend

By: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

EXHIBIT B

STATE OF WASHINGTON))ss
COUNTY OF KING)

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

DATED: _____

(Stamp)

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

EXHIBIT B

STATE OF WASHINGTON))ss
COUNTY OF KING)

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

DATED: _____

(Stamp)

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

EXHIBIT B
Tanner SubStation
Tanner Electric Company
Bill of Sale

EXHIBIT A

Tanner Substation BOS
6/9/2026

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
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SUBTOTAL				\$	<u>58,254.40</u>

NFA = Not for Acceptance

TOTAL \$ 81,584.12

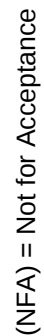


EXHIBIT B

EXHIBIT C - LEGAL DESCRIPTION

Beginning at the Southwest corner of the Southeast quarter of Section 14, Township 23 North, Range 8 East, W.M., in King County, Washington;

Thence North 00°21'38" East along the center of section line a distance of 1343.38 feet to the Southwest corner of the Northwest quarter of the Southeast quarter of said Section;

Thence South 86°27'49" East along the South line of said subdivision a distance of 751.15 feet to the East line of the West 750 feet of said subdivision;

Thence North 00°21'38" East a distance of 437.47 feet to the Northeasterly margin of a 100 foot wide Chicago, Milwaukee & St. Paul Railroad right-of-way and the true point of beginning;

Thence continuing North 00°21'38" East a distance of 175.64 feet to the Southerly margin of a 100 foot wide State of Washington right-of-way for Primary State Highway No. 2 by deed recorded under King County Recording No. 2314054;

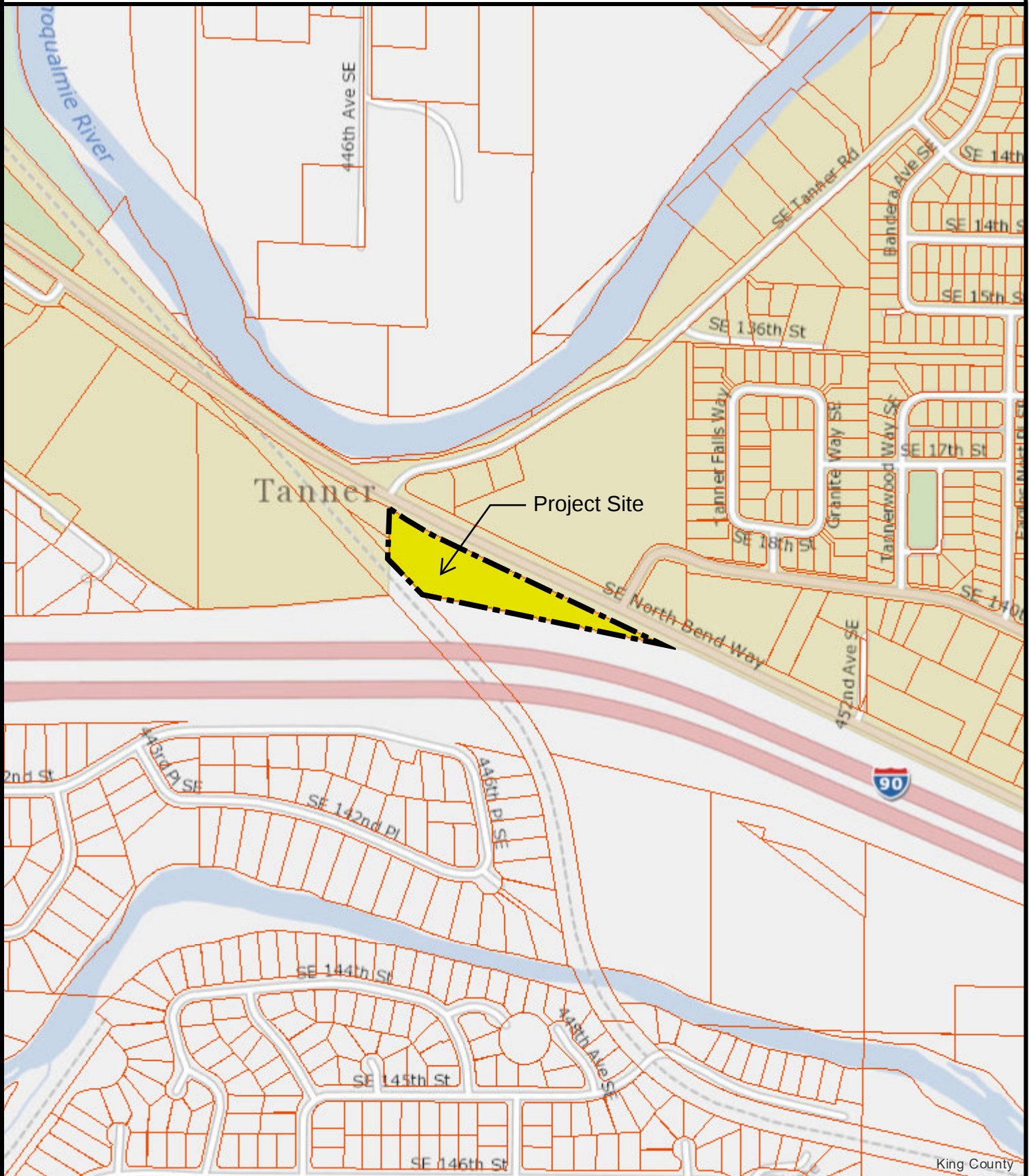
Thence South 63°38'03" East along said Southerly Highway margin a distance of 1201.17 feet to the Northerly right-of-way margin for the State of Washington Highway SR 90, Echo Lake Interchange to Tanner, by deed recorded under King County Recording Nos.

2320346, 2314054, 5018080, 7201270094 and 7205250108;

Thence North 77°04'10" West along said Northerly margin a distance of 980.65 feet to the Northeasterly margin of the Chicago, Milwaukee & St. Paul Railroad right-of-way;

Thence North 41°17'42" West along said right-of-way a distance of 184.16 feet to the true point of beginning.

ATTACHMENT C - VICINITY MAP



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

Date: 6/16/2026

Notes:



King County



City Council Agenda Bill

Agenda Date: September 1, 2026

AB26-073

Subject: AB26-073 - Resolution Accepting Milam Sewer Main Extension Infrastructure Improvements

**Department/
Committee/
Individual:** Tom Mohr, Director

Cost Impact: N/A
Fund Source: N/A
Timeline: Immediate

Attachments:

1. Resolution Accepting Milam Sewer Main Extension Infrastructure Improvements
2. Exhibit A - Cost Schedule
3. Exhibit B - Bill of Sale
4. Vicinity Map

Summary Statement:

Otis Milam (the “Developer”) recently completed construction of the Milam Sewer Main Extension Project (“Project”) which included the extension of approximately 210 lineal feet of 8-inch diameter sewer main (the “Infrastructure Improvement”).

Key Project dates included:

- Clearing and Grading Permit Application: June 23, 2022
- Developer Extension Agreement Authorization: August 1, 2023
- Engineering Plan Approval: September 14, 2023
- Clearing and Grading Permit issued: February 09, 2024
- Conveyance of Easement over Infrastructure Improvements: July 23, 2026

The Developer has completed all utility punch-list items, and as-builts, and provided a GIS disk to the City as required by the North Bend Municipal Code. The Developer has provided a Bill of Sale for wastewater collection (collectively “Infrastructure Improvements”) (Exhibit B).

Adoption of the resolution will authorize the Mayor to execute the Bill of Sale, transferring ownership of the Developer-constructed Infrastructure Improvements to the City. Once accepted, the Developer will be required to maintain a 24-month maintenance bond to warranty the constructed Infrastructure Improvements only to be released upon final inspection approval by the City.

Applicable Brand Guidelines:

- Design standards

Committee Review and Recommendation:

This item was brought up during the Transportation and Public Works Committee meeting on August 25, 2026, and was recommended for approval and placement on the Consent Agenda

Recommended Action:

Motion to approve AB26-073, a resolution accepting ownership of the Infrastructure Improvements from Otis Milam for the Otis Milam Sewer Main Extension Project.

Record of Council Action:		
Meeting Date	Action	Vote
September 1, 2026		

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING WASTEWATER COLLECTION SYSTEM IMPROVEMENTS FROM OTIS MILAM FOR THE MILAM SEWER MAIN EXTENSION PROJECT

WHEREAS, Otis Milam (the “Developer”), recently completed construction of required wastewater collection system improvements for the Milam Sewer Extension Project (“Project”); and

WHEREAS, on August 1, 2023, the City Council adopted Resolution No. 2077, approving a Developer Extension Agreement for construction of wastewater collection system improvements (collectively the “Infrastructure Improvements”); and

WHEREAS, the Infrastructure Improvements are located within a public utility easement grated to the City on July 23, 2026, and recorded under King County Recording No. 20260724000387; and

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

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

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

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

Section 1. The City Council of the City of North Bend accepts the Infrastructure Improvements constructed for the Project as reflected in the cost schedule attached hereto as **Exhibit A** and incorporated herein by this reference.

Section 2. The Mayor is authorized to execute the Bill of Sale accepting the Infrastructure Improvements constructed for the Project on behalf of the City of North Bend, in the form acceptable to the City Attorney and substantially similar to the draft Bill of Sale attached hereto as **Exhibit B** and incorporated herein by this reference.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF
SEPTEMBER, 2026.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

EXHIBIT A

1545 SE Cedars Falls Way Sewer Cost Schedule

Item	Description	Qty	Unit	Rate	Total
Sewer	8" PSM Tee Gasketed for Sewer or Drain	1	137.86	EA	137.86
Sewer	8" PSM Wye Gasketed for Sewer or Drain	1	194.15	EA	194.15
Sewer	8" PSM Plug Spigot for Sewer or Drain	1	47.40	EA	47.40
Sewer	8" SDR35 3034 Gasketed PVC Sewer Pipe 14" length	308	12.23	Ft	3,766.84
Sewer	8" STC Test Ball	1	207.56	EA	207.56
Sewer	C44-66-NL 1 1/2" CTS Pack Joint coupling	2	104.53	Ea	209.06
Sewer	C84 - 66QNL 1 1/2 CPLG MipXQJCTS	1	74.61	EA	74.61
Sewer	CI Ring & Cover sewer 6" x 24" Lock	3	416.30	EA	1,248.90
Sewer	CSBS	12.34	23.30	Ton	287.52
Sewer	CSTC	104.08	24.30	Ton	2,529.14
Sewer	Delivery	1	150.00	EA	150.00
Sewer	Fastpatch - 50lb bag	2	38.13	EA	76.26
Sewer	Insert-54 Ss Insert 1 1/2 CTS PE 1.263 ID	1	3.56	EA	3.56
Sewer	Ladder Plastic 2 Step	2	64.90	EA	129.80
Sewer	Ladder Plastic Hand Hold Adjustment Step	2	9.50	EA	19.00
Sewer	Manhole Adjust Ring 2" x 24"	2	48.79	EA	97.58
Sewer	Manhole Adjust Ring 4" x 24"	2	66.04	EA	132.08
Sewer	Manhole RJ Base 48" x 2'	3	489.55	EA	1,468.65
Sewer	Manhole RJ Cone 48" x 2'	4	366.36	EA	1,465.44
Sewer	Manhole RJ Section 48" x 2'	1	321.64	EA	321.64
Sewer	Manhole rubber gasket 48" Superseal	6	25.00	EA	150.00
Sewer	Pea Gravel	42.9	38.10	Ton	1,634.49
Sewer	Pipe Lube Quart	12	4.58	EA	54.96
Sewer	Rubber Boot 6" NPC Wedge	2	73.40	EA	146.80
Sewer	Rubber Boot 8" NPC Wedge	5	73.40	EA	367.00
Sewer	Type 1 Concrete Catch Basin 34" x 30" x 44"	2	241.06	EA	482.12
Sewer	Utility Sand	28.04	32.10	Ton	900.08
Sewer	White Marking Paint	12	8.30	Can	99.60
Sewer	Labor & Burden	343	41.77	hr	14,325.40
Sewer	CCTV Inspection	1	1,500.00	EA	1,500.00
Sewer	MH Channel - 48" x 8"	3	300.00	EA	900.00
					33,127.51

EXHIBIT B

Return Address:

CITY CLERK

CITY OF NORTH BEND

920 SE CEDAR FALLS WAY

NORTH BEND, WA 98045

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

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

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. Otis Milam, _____
2. _____, _____

Additional names on page _____ of document.

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

1. City of North Bend
2. _____, _____

Additional names on page _____ of document.

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

Lot 2, City of North Bend Lot Line Adjustment No. 2005-001, Recorded March 2, 2006 under Rec. No. 20060302900005, Records of King County, Washington;

Except that portion of property as described in stipulated decree and judgment quieting title in King County Superior Court Cause No. 04-2-39597-6.

Situate in the County of King, State of Washington

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

152308-9125

☐ Assessor Tax # not yet assigned

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

EXHIBIT B

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

Signature of Requesting Party

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

UPON RECORDING RETURN TO:

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

BILL OF SALE

Reference Numbers of Related Documents: 20260724000387

Grantor: Otis Milam

Grantee: City of North Bend

Legal Description: See Exhibit B

Abbreviated Legal: Lot 2, City of North Bend Lot Line Adjustment No. 2005-001, Recorded March 2, 2006 under Rec. No. 20060302900005, Records of King County, Washington;

Except that portion of property as described in stipulated decree and judgment quieting title in King County Superior Court Cause No. 04-2-39597-6.

Situate in the County of King, State of Washington

Tax Parcel Identification Number: 152308-9125

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, Otis Milam (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or the “City”), the following described sewer distribution system (see also, Exhibit A), all of which have been constructed and installed in existing public right-of-way, recorded public utility easements, or within the development project commonly known as the Milam Sewer Extension Project (“Project”) and as further depicted on the July 9, 2026 as-builts on file with the City of North Bend:

Wastewater Collection System:

Approximately 210 lineal feet of 8” diameter sewer main and other applicable sewer system facilities and appurtenances located within the public right of way of SE Cedar Falls Way and within a public utility easement, King County Recording Number 20260724000387 (“Wastewater Collection System”). The Wastewater Collection System will be owned and maintained by the City. Side sewers subsequently installed and connected to the City’s sewer main shall be owned and maintained by the individual property owners served by the side sewer connection.

EXHIBIT B

Grantor represents and warrants, to the City, that the Wastewater Collection System described above was constructed and installed in accordance with North Bend Public Works Standards and warrants the labor and materials used in construction and installation for a period of two years from the date this conveyance is accepted by the City.

Grantor represents and warrants, to the City, that all expenses in connection with construction and installation of all Wastewater Collection System above have been fully paid and the property is free from all liens, debts, and encumbrances.

Grantor represents and warrants, to the City, that it is the sole owner of all the Wastewater Collection System above and has full power and authority to convey all rights herein conveyed.

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

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

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

GRANTOR:
Otis Milam

GRANTEE:
City of North Bend

By: _____

Its: _____

By: _____

Its: _____

APPROVED AS TO FORM:

Kendra Rosenberg, City Attorney

EXHIBIT B

STATE OF WASHINGTON))ss
COUNTY OF KING)

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

DATED: _____

(Stamp)

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

EXHIBIT B

STATE OF WASHINGTON))ss
COUNTY OF KING)

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

DATED: _____

(Stamp)

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

EXHIBIT B

EXHIBIT A 1545 SE Cedars Falls Way Sewer Cost Schedule

Item	Description	Qty	Unit	Rate	Total
Sewer	8" PSM Tee Gasketed for Sewer or Drain	1	137.86	EA	137.86
Sewer	8" PSM Wye Gasketed for Sewer or Drain	1	194.15	EA	194.15
Sewer	8" PSM Plug Spigot for Sewer or Drain	1	47.40	EA	47.40
Sewer	8" SDR35 3034 Gasketed PVC Sewer Pipe 14" length	308	12.23	Ft	3,766.84
Sewer	8" STC Test Ball	1	207.56	EA	207.56
Sewer	C44-66-NL 1 1/2" CTS Pack Joint coupling	2	104.53	Ea	209.06
Sewer	C84 - 66QNL 1 1/2 CPLG MipXQJCTS	1	74.61	EA	74.61
Sewer	CI Ring & Cover sewer 6" x 24" Lock	3	416.30	EA	1,248.90
Sewer	CSBS	12.34	23.30	Ton	287.52
Sewer	CSTC	104.08	24.30	Ton	2,529.14
Sewer	Delivery	1	150.00	EA	150.00
Sewer	Fastpatch - 50lb bag	2	38.13	EA	76.26
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Sewer	Ladder Plastic 2 Step	2	64.90	EA	129.80
Sewer	Ladder Plastic Hand Hold Adjustment Step	2	9.50	EA	19.00
Sewer	Manhole Adjust Ring 2" x 24"	2	48.79	EA	97.58
Sewer	Manhole Adjust Ring 4" x 24"	2	66.04	EA	132.08
Sewer	Manhole RJ Base 48" x 2'	3	489.55	EA	1,468.65
Sewer	Manhole RJ Cone 48" x 2'	4	366.36	EA	1,465.44
Sewer	Manhole RJ Section 48" x 2'	1	321.64	EA	321.64
Sewer	Manhole rubber gasket 48" Superseal	6	25.00	EA	150.00
Sewer	Pea Gravel	42.9	38.10	Ton	1,634.49
Sewer	Pipe Lube Quart	12	4.58	EA	54.96
Sewer	Rubber Boot 6" NPC Wedge	2	73.40	EA	146.80
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Sewer	Type 1 Concrete Catch Basin 34" x 30" x 44"	2	241.06	EA	482.12
Sewer	Utility Sand	28.04	32.10	Ton	900.08
Sewer	White Marking Paint	12	8.30	Can	99.60
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Sewer	CCTV Inspection	1	1,500.00	EA	1,500.00
Sewer	MH Channel - 48" x 8"	3	300.00	EA	900.00
					33,127.51

EXHIBIT B

EXHIBIT B - LEGAL DESCRIPTION

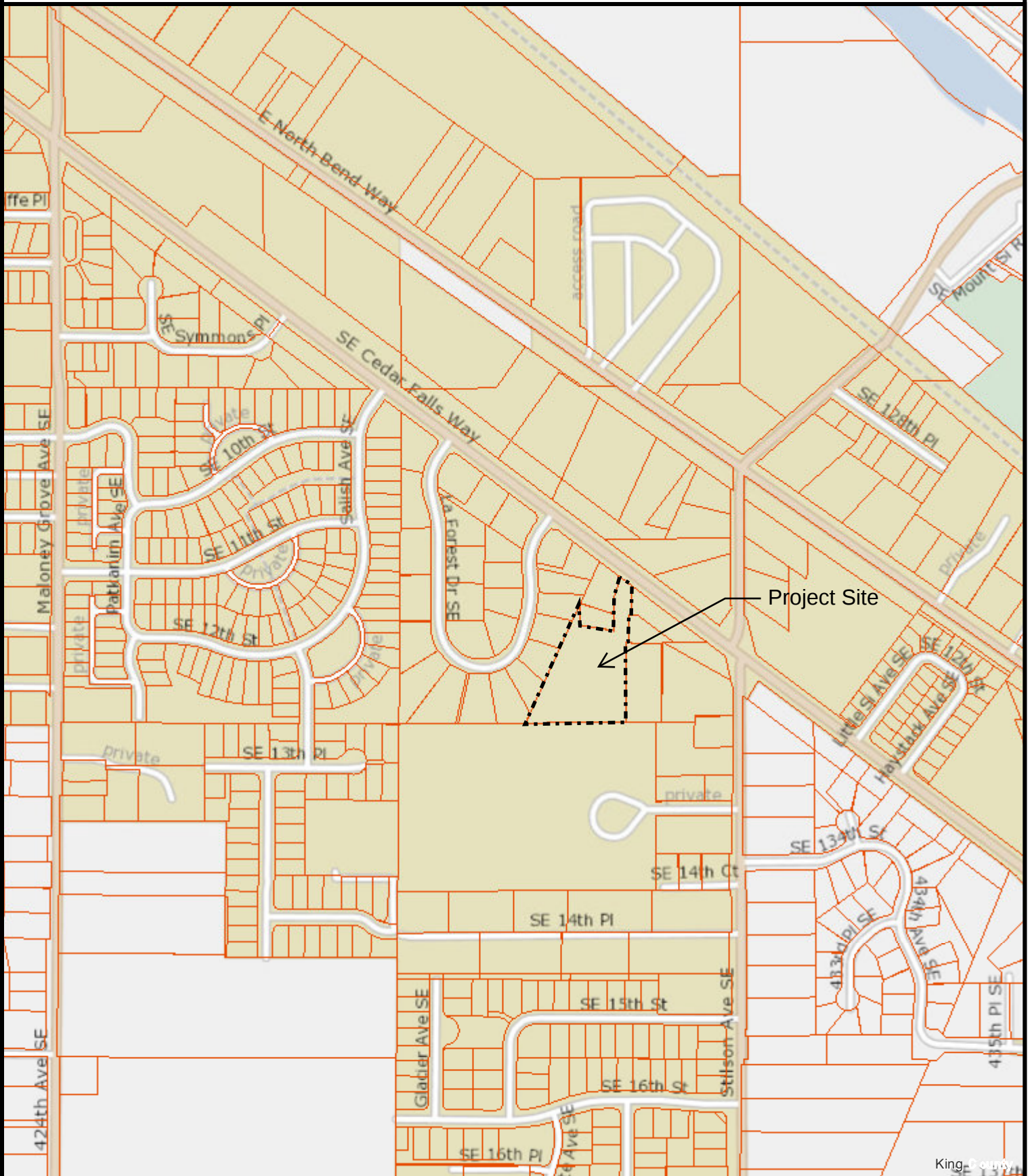
LEGAL DESCRIPTION:

LOT 2, CITY OF NORTH BEND LOT LINE ADJUSTMENT NO. 2005-001,
RECORDED MARCH 2, 2006 UNDER RECORDING NO. 20060302900005, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF PROPERTY AS DESCRIBED IN STIPULATED DECREE AND JUDGEMENT QUIETING TITLE IN KING COUNTY
SUPERIOR COURT CAUSE NO. 04-2-39597-6.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Attachment C - Vicinity Map



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

Date: 7/12/2023

Notes:



King County



City Council Agenda Bill

Agenda Date: September 1, 2026

AB26-074

Subject: AB26-074 - Motion Authorizing PSE Schedule 51 Lighting Contract for NB Way/NW 8th Street Roundabout Project

**Department/
Committee/
Individual:** Tom Mohr, Director

Cost Impact: \$300,000 NTE
Fund Source: 310 Project Funds
Timeline: Immediate

Attachments: 1. Lighting Plan

Summary Statement:

As a part of the City of North Bend's North Bend Way/NW 8th Street Roundabout (Starfish Roundabout) Project, the City will install conduit and light pole bases. City staff worked concurrently with Puget Sound Energy (PSE) to prepare lighting construction plans that supplemented the project's civil construction plans.

The City have been working with PSE since May and received the final Schedule 51 Lighting Contract in August. The one-time installation cost of \$300,000 (NTE) will be paid to PSE after lighting is installed and operational. PSE will provide and install the poles, arms, luminaries, wiring, and make the final power connections a part of this agreement. In addition, PSE will own and maintain the poles after installation.

Delivery time for the lightning materials is 12-16 weeks from when the agreement is fully executed.

Staff recommends approving this Schedule 51 Contract with PSE.

Applicable Brand Guidelines:

- Consistent delivery of quality basic services including transportation and traffic management

Committee Review and Recommendation:

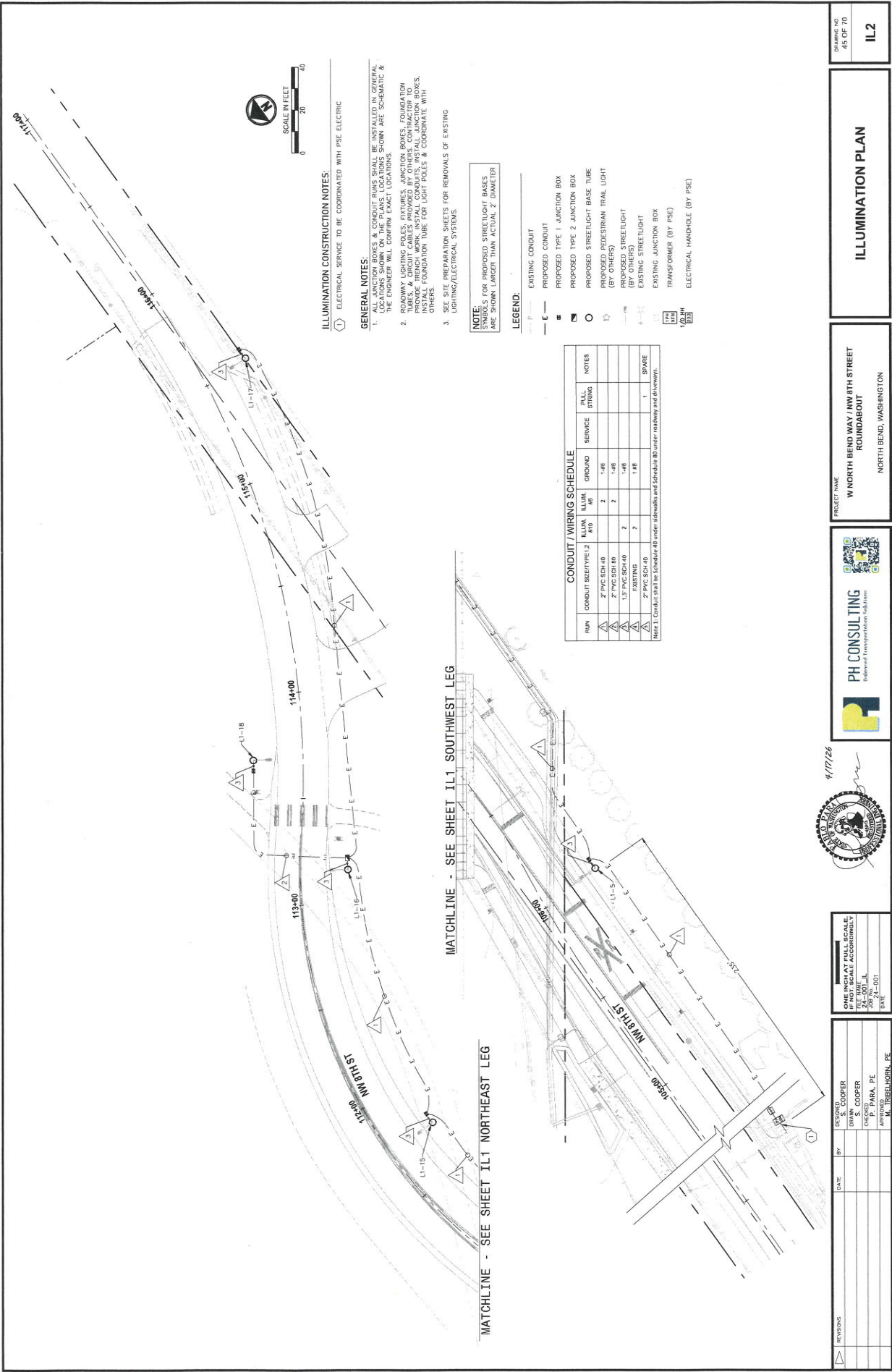
The Transportation and Public Works Committee reviewed this item at their August 25, 2026 meeting and recommended approval and placement on the Consent Agenda.

Recommended Action:

Motion to approve AB26-074, authorizing Schedule 51 Lighting Contract with PSE for the North Bend Way/NW 8th Street (Starfish) Roundabout Project, in an amount not to exceed \$300,000, in a form and content acceptable to the City Attorney.

Record of Council Action:

Meeting Date	Action	Vote
September 1, 2026		



ILLUMINATION CONSTRUCTION NOTES:
1. ELECTRICAL SERVICE TO BE COORDINATED WITH PSE ELECTRICAL

GENERAL NOTES:

- 1. ALL LIGHTING FIXTURES, JUNCTION BOXES, FOUNDATION BOXES, AND CONDUIT RUNS SHALL BE INSTALLED IN GENERAL LOCATIONS SHOWN ON THE PLANS. LOCATIONS SHOWN ARE SCHEMATIC & THE ENGINEER WILL CONFIRM EXACT LOCATIONS.
- 2. ROADWAY LIGHTING POLES, FIXTURES, JUNCTION BOXES, FOUNDATION BOXES, AND CONDUIT RUNS SHALL BE INSTALLED IN GENERAL LOCATIONS SHOWN ON THE PLANS. LOCATIONS SHOWN ARE SCHEMATIC & THE ENGINEER WILL CONFIRM EXACT LOCATIONS. PROVIDE FRENCH WORK, INSTALL CONDUITS, INSTALL JUNCTION BOXES, INSTALL FOUNDATION TUBE FOR LIGHT POLES & COORDINATE WITH OTHERS.
- 3. SEE SITE PREPARATION SHEETS FOR REMOVALS OF EXISTING LIGHTING/ELECTRICAL SYSTEMS.

NOTE:
SYMBOLS FOR PROPOSED STREETLIGHT BASES ARE SHOWN LARGER THAN ACTUAL 2' DIAMETER

LEGEND:

- EXISTING CONDUIT
- PROPOSED CONDUIT
- PROPOSED TYPE 1 JUNCTION BOX
- PROPOSED TYPE 2 JUNCTION BOX
- PROPOSED STREETLIGHT BASE TUBE
- PROPOSED PEDESTRIAN TRAIL LIGHT (BY OTHERS)
- PROPOSED STREETLIGHT (BY OTHERS)
- EXISTING STREET LIGHT
- EXISTING JUNCTION BOX
- TRANSFORMER (BY PSE)
- ELECTRICAL HANDHOLE (BY PSE)

CONDUIT / WIRING SCHEDULE				
RUN	CONDUIT SIZE (TYPE) 1/2	MAX. LENGTH (FT)	SERVICE	NOTES
1	2" PVC SCH 40	2	GROUND	
2	2" PVC SCH 40	2	1-48	
3	2" PVC SCH 40	2	1-48	
4	1.5" PVC SCH 40	2	1-48	
5	1.5" PVC SCH 40	2	1-48	
6	2" PVC SCH 40	7	1-48	
7	2" PVC SCH 40	7	1-48	
8	2" PVC SCH 40	7	1-48	
9	2" PVC SCH 40	7	1-48	
10	2" PVC SCH 40	7	1-48	
11	2" PVC SCH 40	7	1-48	
12	2" PVC SCH 40	7	1-48	
13	2" PVC SCH 40	7	1-48	
14	2" PVC SCH 40	7	1-48	
15	2" PVC SCH 40	7	1-48	
16	2" PVC SCH 40	7	1-48	
17	2" PVC SCH 40	7	1-48	
18	2" PVC SCH 40	7	1-48	
19	2" PVC SCH 40	7	1-48	
20	2" PVC SCH 40	7	1-48	
21	2" PVC SCH 40	7	1-48	
22	2" PVC SCH 40	7	1-48	
23	2" PVC SCH 40	7	1-48	
24	2" PVC SCH 40	7	1-48	
25	2" PVC SCH 40	7	1-48	
26	2" PVC SCH 40	7	1-48	
27	2" PVC SCH 40	7	1-48	
28	2" PVC SCH 40	7	1-48	
29	2" PVC SCH 40	7	1-48	
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35	2" PVC SCH 40	7	1-48	
36	2" PVC SCH 40	7	1-48	
37	2" PVC SCH 40	7	1-48	
38	2" PVC SCH 40	7	1-48	
39	2" PVC SCH 40	7	1-48	
40	2" PVC SCH 40	7	1-48	
41	2" PVC SCH 40	7	1-48	
42	2" PVC SCH 40	7	1-48	
43	2" PVC SCH 40	7	1-48	
44	2" PVC SCH 40	7	1-48	
45	2" PVC SCH 40	7	1-48	
46	2" PVC SCH 40	7	1-48	
47	2" PVC SCH 40	7	1-48	
48	2" PVC SCH 40	7	1-48	
49	2" PVC SCH 40	7	1-48	
50	2" PVC SCH 40	7	1-48	
51	2" PVC SCH 40	7	1-48	
52	2" PVC SCH 40	7	1-48	
53	2" PVC SCH 40	7	1-48	
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56	2" PVC SCH 40	7	1-48	
57	2" PVC SCH 40	7	1-48	
58	2" PVC SCH 40	7	1-48	
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94	2" PVC SCH 40	7	1-48	
95	2" PVC SCH 40	7	1-48	
96	2" PVC SCH 40	7	1-48	
97	2" PVC SCH 40	7	1-48	
98	2" PVC SCH 40	7	1-48	
99	2" PVC SCH 40	7	1-48	
100	2" PVC SCH 40	7	1-48	



PH CONSULTING
Professional Engineering & Consulting Services



ONE INCH AT FULL SCALE,
IF NOT SCALE ACCORDINGLY
DATE: 4/17/26
BY: S. COOPER
CHECKED: S. COOPER
DESIGNED: S. COOPER
PROJECT: W. TRUBELHORN, PE

REVISIONS
DATE
BY
DESCRIPTION

PROJECT NAME
W NORTH BEND WAY / NW 8TH STREET
ROUNDABOUT
NORTH BEND, WASHINGTON

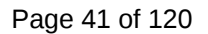
ILLUMINATION PLAN

DATE: 4/17/26
BY: S. COOPER
CHECKED: S. COOPER
DESIGNED: S. COOPER
PROJECT: W. TRUBELHORN, PE

SCALE: 1" = 40'

PROJECT NO. 45 OF 70

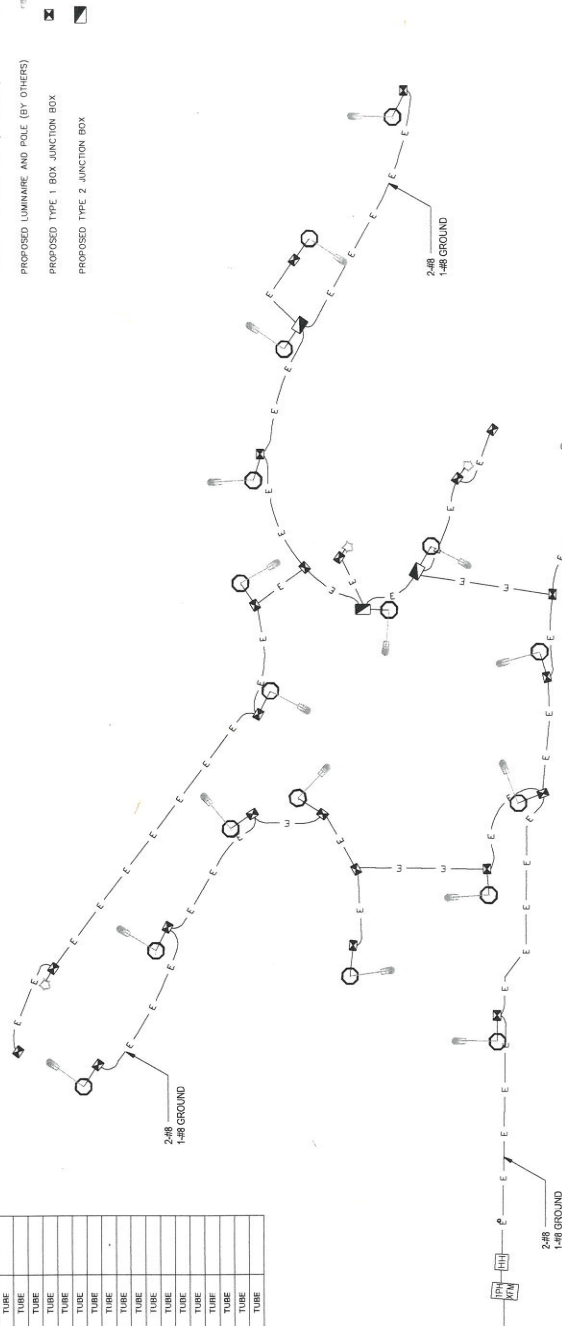
IL2



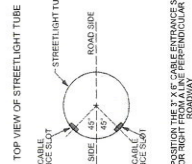
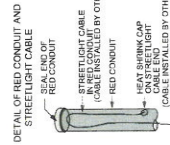
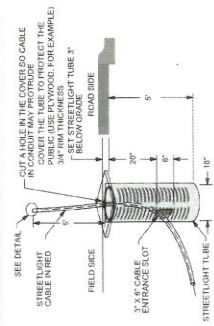
STREET LIGHT SCHEDULE							
Pole #	Street	Station	Offset	Mounting height (ft)	Distraction Type	Foundation Type	Comments
L1-1	W NORTH BEND WAY	224+22.43	17.39 R	25	9 R	II	TUBE
L1-2	W NORTH BEND WAY	225+38.04	26.02 R	25	9 R	II	TUBE
L1-3	W NORTH BEND WAY	226+21.09	57.89 R	25	9 R	II	TUBE
L1-4	NW 7TH ST	108+40.71	36.81 L	25	9 R	III	-
L1-5	NW 7TH ST	109+14.55	27.48 R	30	9 R	II	TUBE
L1-6	NW 7TH ST	110+24.53	27.48 R	30	9 R	II	TUBE
L1-7	S FORK AVE SW	204+92.41	51.37 R	25	9 R	II	TUBE
L1-8	W NORTH BEND WAY	224+34.08	57.09 R	25	9 R	II	TUBE
L1-9	W NORTH BEND WAY	225+14.49	16.97 R	25	9 R	II	TUBE
L1-10	W NORTH BEND WAY	225+40.51	17.98 R	25	9 R	II	TUBE
L1-11	W NORTH BEND WAY	225+14.90	14.34 R	25	9 R	II	TUBE
L1-12	W NORTH BEND WAY	226+45.98	23.77 L	25	9 R	III	TUBE
L1-13	W NORTH BEND WAY	226+16.74	63.67 L	25	9 R	III	TUBE
L1-14	W NORTH BEND WAY	226+45.98	23.77 L	25	9 R	II	-
L1-15	NW 7TH ST	111+15.74	24.09 R	30	9 R	II	TUBE
L1-16	NW 7TH ST	113+16.08	22.29 R	30	9 R	II	TUBE
L1-17	NW 7TH ST	115+15.02	21.93 R	30	9 R	II	TUBE
L1-18	NW 7TH ST	116+15.02	23.27 L	25	9 R	II	TUBE
L1-19	NW 7TH ST	117+15.02	23.27 L	25	9 R	II	TUBE
L1-20	W NORTH BEND WAY	226+24.27	56.05 L	25	9 R	III	TUBE
L1-21	W NORTH BEND WAY	227+14.60	14.47 R	25	9 R	II	TUBE
L1-22	W NORTH BEND WAY	227+30.07	56.18 L	20	0 R	II	TUBE
L1-23	W NORTH BEND WAY	228+12.35	86.18 L	20	0 R	II	TUBE
L1-24	W NORTH BEND WAY	229+55.78	32.61 L	20	0 R	II	TUBE

ONE LINE DIAGRAM LEGEND

- PROPOSED POLE BASE FOUNDATION
- PROPOSED RED TRAIL LIGHT (BY OTHERS)
- PROPOSED LUMINAIRE AND POLE (BY OTHERS)
- PROPOSED TYPE 1 BOX JUNCTION BOX
- PROPOSED TYPE 2 JUNCTION BOX



STREETLIGHT TUBE INSTALLATION



NOTE: POSITION THE 3\"/>



ONE INCH FULL SCALE
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P. PARA, PE
DATE: 4/17/26

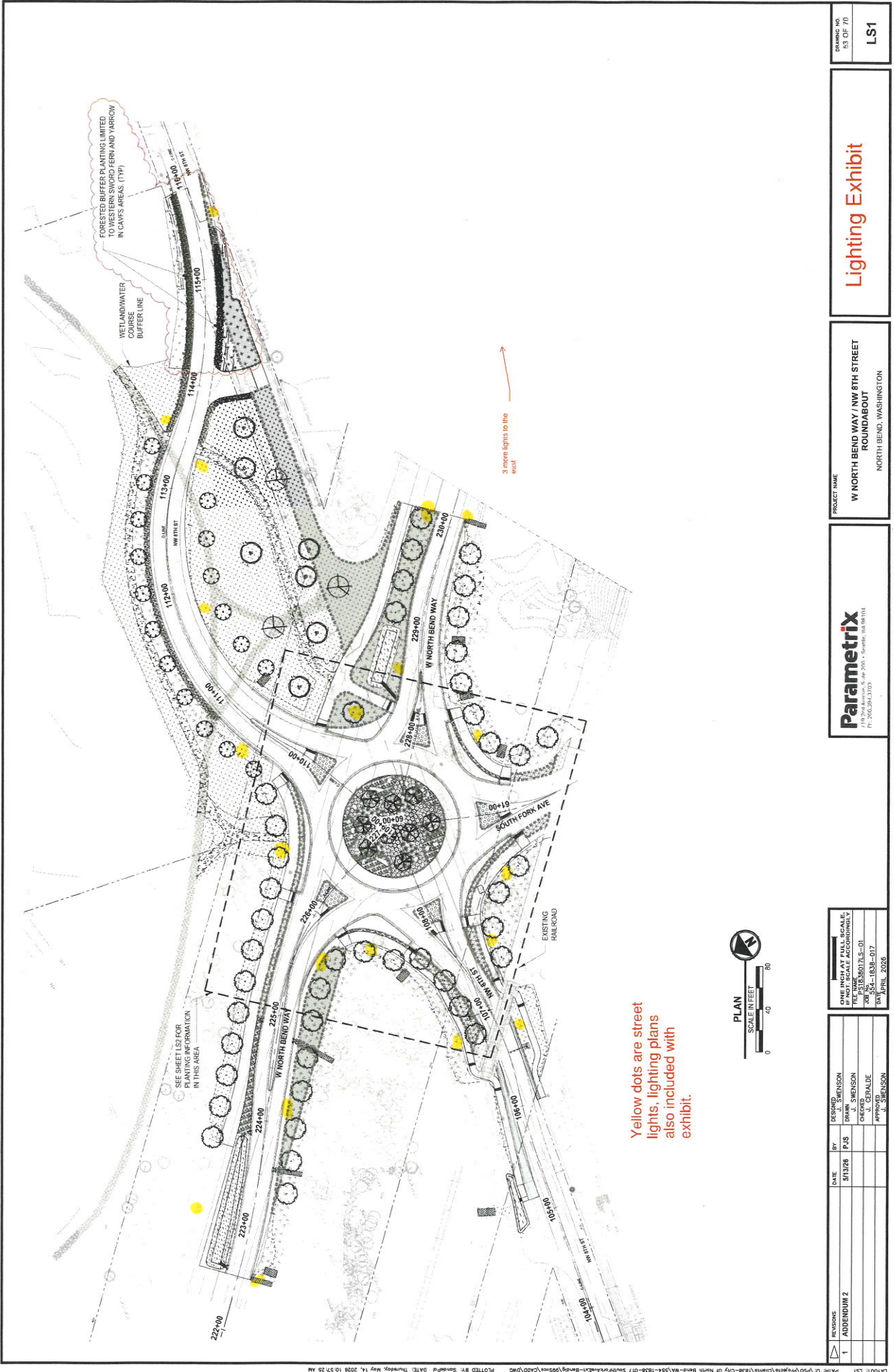
REVISIONS
DATE
BY
DESIGNED BY: COOPER
CHECKED BY: COOPER
APPROVED BY: P. PARA, PE
DATE: 4/17/26



PROJECT NAME
W NORTH BEND WAY / NW 8TH STREET
ROUNDABOUT
NORTH BEND, WASHINGTON

ILLUMINATION DETAILS

SCALE NO.
47 OF 70
IL4



DRAWING NO.
55 OF 70
LS1

Lighting Exhibit

PROJECT NAME
W NORTH BEND WAY / NW 8TH STREET
ROUNDABOUT
NORTH BEND, WASHINGTON

Parametrix
17020 1st Avenue, S., Ste 200 • Burien, WA 98148
P: 206.396.1310

ONE INCH AT FULL SCALE,
IF NOT SCALE ACCORDINGLY
P: 13-0017L-E-01
300-554-1838-017
100% APRIL 2026

REVISIONS	DATE	BY	DESIGNED
ADDENDUM 2	3/13/24	JAS	J. SWENSON
1			DRAWN J. SWENSON
			CHECKED J. SWENSON
			APPROVED J. SWENSON



City Council Agenda Bill

Agenda Date: September 1, 2026

AB26-075

Subject: AB26-075 - Resolution Awarding Ribary Creek Sediment Pond Maintenance Project to Fury Site Works

**Department/
Committee/
Individual:** Tom Mohr, Director

Cost Impact: \$36,200 plus sales tax NTE

Fund Source: FEMA Reimbursement

Timeline: Immediate

Attachments: 1. Resolution Awarding Ribary Creek Sediment Pond Project

Summary Statement:

In December of 2025 there was heavy flooding experienced throughout the City. This heavy flooding brought sediment and debris down into the Ribary Creek Sediment Pond just east of the Forster Woods Development. The pond collected the sediment and debris as designed and now needs to be cleaned out.

Construction for this project consists of mobilization, stream bypass, excavation and haul, grading, and returning the stream to its original location.

The City engaged in a public procurement process for construction of the project and bids to the City were due by 12:00 p.m. on Friday, August 21, 2026. Two bids were received, and the lowest responsive and responsible bid came from Fury Site Works, Inc., in the amount of \$36,200 plus sales tax.

FEMA will reimburse the City for this work in connection with the December 2025 flood event.

Staff recommends approval of this construction contract with Fury Site Works, Inc.

Applicable Brand Guidelines:

- Consistent delivery of quality basic services including transportation and traffic management

Committee Review and Recommendation:

The Transportation and Public Works Committee reviewed this item at their August 25, 2026, meeting and recommended approval and placement on the Consent Agenda.

Recommended Action:

Motion to approve AB26-075, a resolution accepting bids and awarding the construction contract for the Ribary Creek Sediment Pond Maintenance Project to Fury Site Works, Inc.

Record of Council Action:

Meeting Date

Action

Vote

September 1, 2026

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING BIDS AND AWARDING THE CONSTRUCTION CONTRACT FOR THE RIBARY CREEK SEDIMENT POND MAINTENANCE PROJECT

WHEREAS, this project is known as the Ribary Creek Sediment Pond Maintenance Project (“Project”); and

WHEREAS, the December 2025 flood event filled the Ribary Creek Sediment Pond with sediment and debris that needs to be cleaned out; and

WHEREAS, work shall include mobilization, stream bypass, excavation and haul, grading and returning the stream to its original location; and

WHEREAS, the City engaged in a public procurement process for construction of the project and accepted bids up until Friday, August 21, 2026, at 12:00 p.m.; and

WHEREAS, the City received bids from two (2) contractors with the lowest responsible and responsive bid coming from Fury Site Works, Inc. in the amount of \$36,200 plus all applicable taxes; and

WHEREAS, the city shall be reimbursed with FEMA funds for this work,

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

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

Section 2. The construction contract for the Project is awarded to Fury Site Works, Inc. in the amount of \$36,200 plus all applicable taxes, in a form and content approved by the City Attorney.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF SEPTEMBER, 2026.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

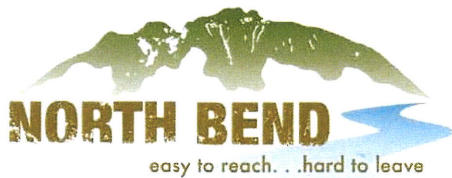
ATTEST/AUTHENTICATED:

Effective:

Posted:

Susie Oppedal, City Clerk

Resolution



Office of Mayor PROCLAMATION

WHEREAS, September is known globally as “Suicide Prevention Awareness Month” and was created to raise the visibility of the mental health resources and suicide prevention services available in our community; and

WHEREAS, the goal is to start the conversation about mental health and the impact of suicide to help destigmatize the conversation and help connect people of all ages with the appropriate support services; and

WHEREAS, most youth do not struggle with suicidal thoughts or behaviors, however, according to the Washington State 2025 Healthy Youth Survey, 59.75% of local 8th-grade students reported hearing or seeing information at school about the warning signs of suicide and how to get help for themselves or a friend, compared to just 38% of students statewide; and

WHEREAS, Empower Youth Network, a Snoqualmie Valley-based nonprofit with a mission to promote and inspire youth to lead safe, healthy, and successful lives, incorporates suicide prevention programs in its work, including *How to Help a Friend* – a peer-to-peer suicide prevention training curriculum serving middle school students in both the Snoqualmie and Riverview School Districts, as well as *Youth Mental Health First Aid* – a nationally-recognized training that helps all adults understand how to assist youth in crisis; and

WHEREAS, global organizations, as well as local mental health partners including Empower Youth Network, work to increase discussion, as stigma regarding suicide and mental health issues is far too prevalent; and

WHEREAS, education about the warning signs of suicide, the value of preventative measures and the best methods to support those in need is essential to our community; and

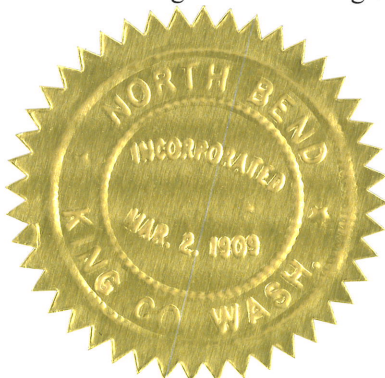
WHEREAS, Suicide Prevention Month aims to reduce stigma associated with mental health and provide support to those affected by mental illness; and

WHEREAS, North Bend, Washington publicly places its full support behind those who work in the fields of mental health, education, law enforcement and all first responders; and

NOW, THEREFORE, I, Mary Miller, Mayor, do hereby proclaim the month of September 2026, as

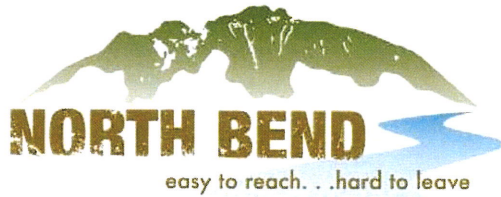
SUICIDE PREVENTION MONTH

in the City of North Bend and encourage all residents to take the time to understand the importance of mental health education and recognize that taking care of ourselves and others includes taking care of mental health.



Signed this 1st day of September 2026

Mary Miller
Mayor



Office of Mayor PROCLAMATION

WHEREAS, every person deserves reliable access to nutritious food in order to live a healthy, productive, and thriving life; and

WHEREAS, food security is essential to the health, resilience, and economic vitality of our community, helping children succeed in school, supporting seniors, strengthening families, and creating opportunities for all neighbors to thrive; and

WHEREAS, despite the strength and generosity of our community, many individuals and families throughout the Snoqualmie Valley experience food insecurity due to rising housing costs, inflation, unexpected financial hardship, natural disasters and other life circumstances; and

WHEREAS, the Snoqualmie Valley Food Bank serves as the community's leading organization dedicated to advancing food security across the Snoqualmie Valley, working in partnership with local governments, schools, healthcare providers, farmers, businesses, faith communities, volunteers, donors, and nonprofit organizations to ensure neighbors have access to nutritious food and essential resources; and

WHEREAS, food security is a shared community responsibility, and lasting solutions are built through collaboration among residents, businesses, nonprofits, schools, healthcare providers, faith communities, and local governments; and

WHEREAS, the City of North Bend is proud to partner with the Snoqualmie Valley Food Bank in strengthening local food security, building community resilience, and creating opportunities for every neighbor to thrive; and

WHEREAS, Hunger Action Month is an opportunity to inspire our community to take meaningful action by volunteering, donating, advocating, supporting local food initiatives, reducing food waste, and investing in solutions that expand access to nutritious food; and more connected Snoqualmie Valley; and

WHEREAS, every act of generosity, whether by an individual, family, business, school, civic group, or community organization, helps build a stronger, healthier, and more

NOW, THEREFORE, I, Mary Miller, Mayor, do hereby proclaim the month of September 2026, as

HUNGER ACTION MONTH

in the City of North Bend and encourage all residents, businesses, schools, civic organizations, and community partners to take action throughout the month by supporting the Snoqualmie Valley Food Bank and participating in local efforts that strengthen food security, expand access to nutritious food, and help our community thrive.



Signed this 1st day of September, 2026

Mary Miller
Mayor



City Council Agenda Bill

Agenda Date: September 1, 2026

AB26-076

Subject: **AB26-076** - Ordinance Amending NBMC Titles 14, 17 & 20 RE Residential Lot Splitting & Unit Lot Subdivision

Department/Committee/Individual: Mike McCarty, Planning Manager,
Caitlin Hepworth, Associate Planner

Cost Impact: N/A
Fund Source: N/A
Timeline: Immediate

Attachments:

1. Ordinance Amending NBMC Title 14, 17 and 20 RE Residential Lot Splitting & Unit Lot Subdivision
2. Exhibit A - NBMC 17.18 Unit Lot Subdivisions
3. Exhibit B - NBMC 17.22 Lot Splitting
4. Exhibit C - NBMC 17.04 Definition Amendments
5. Exhibit D - NBMC 14.05.220 Critical Area Tracts Amendments
6. Exhibit E - NBMC 20.01.004 Dev Permits and Approvals
7. Planning Commission Staff Report and Recommendation

Summary Statement:

In 2025, the Washington State Legislature passed two bills, both signed by the Governor, furthering the State's efforts to create permitting options for developers and increase available residential housing:

- Engrossed Senate Bill 5559 amended RCW 58.17.060 and requires jurisdictions to provide a process for authorizing unit lot subdivisions.
- Engrossed Second Substitute House Bill 1096, codified as RCW 58.17.145, required cities to provide a process for residential lot splitting.

The proposed ordinance:

1. Adopts a new chapter 17.18 of the North Bend Municipal Code to establish a process for unit lot subdivisions within the City, as required by State law;
2. Adopts a new chapter 17.22 of the North Bend Municipal Code to establish a process for residential lot splitting within the City, as required by State law;
3. Repeals and replaces chapter 17.04 of the North Bend Municipal Code to amend definitions within Title 17 to provide for broader clarification and consistency;
4. Amends section 14.05.220 of the North Bend Municipal Code to clarify requirements for critical area tracts in the unit lot subdivision and residential lot splitting processes; and
5. Amends section 20.01.004 of the North Bend Municipal Code to include residential lot splitting as a new permitting process.

Because chapter 17.04 NBMC is being repealed and readopted for better formatting, new/added definitions are shown in yellow highlight.

The Planning Commission held a Public Hearing on July 1, 2026, and made a recommendation to the Council to approve the proposed amendments.

Staff recommend approval of the amendments, which ensure consistency with state law and provide additional options for dividing land for residential development.

Applicable Brand Guidelines:

- Sustainably managed growth
- Affordability

Committee Review and Recommendation:

The Community and Economic Development Committee reviewed this item at its August 18, 2026 meeting and recommended placement of the item on the Main Agenda for discussion at the September 1, 2026 Council meeting.

Recommended Action:

Motion to approve AB26-076, an ordinance related to the division of real property, and amending NBMC Titles 14, 17, and 20 to provide procedures for Residential Lot Splitting & Unit Lot Subdivisions, as a first and final reading.

Record of Council Action:		
Meeting Date	Action	Vote
September 1, 2026		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RELATED TO THE DIVISION OF REAL PROPERTY, ADOPTING A NEW NORTH BEND MUNICIPAL CODE CHAPTER 17.18, UNIT LOT SUBDIVISIONS, ADOPTING A NEW CHAPTER 17.22, RESIDENTIAL LOT SPLITTING; REPEALING AND REPLACING CHAPTER 17.04, DEFINITIONS; AND ADOPTING ASSOCIATED AMENDMENTS TO NORTH BEND MUNICIPAL CODE SECTION 14.05.220, CRITICAL AREA TRACTS, AND SECTION 20.01.004, TYPES OF DEVELOPMENT PERMITS AND APPROVALS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in 2025, the Washington State Legislature amended RCW 58.17.060, requiring jurisdictions to provide a process for authorizing unit lot subdivisions; and

WHEREAS, in 2025, the Washington State Legislature enacted RCW 58.17.145, requiring jurisdictions to provide a process for authorizing residential lot splitting; and

WHEREAS, RCW 58.17.060 and RCW 58.17.145 are both applicable to the City of North Bend; and

WHEREAS, the North Bend Municipal Code currently does not offer the unit lot subdivision or residential lot splitting processes; and

WHEREAS, the City’s Comprehensive Plan Housing Element includes Policies H-1.1 and H-1.10 to encourage residential infill and the streamlining of residential permitting processes; and

WHEREAS, staff have prepared amendments to the North Bend Municipal Code addressing the requirements of RCW 58.17.060 and RCW 58.17.145 including a new Chapter 17.18, Unit Lot Subdivisions, a new Chapter 17.22, Residential Lot Splitting, and associated amendments to NBMC 17.04, Definitions, NBMC 14.05.220, Critical Area Tracts, and NBMC 20.01.004, Types of Development Permits and Approvals (collectively, “the proposed amendments”); and

WHEREAS, the proposed amendments were submitted to the Washington State Department of Commerce for review on May 27, 2026; and

WHEREAS, a SEPA Determination of Non-Significance was issued for the proposed amendments on June 12, 2026; and

WHEREAS, the Planning Commission held a public hearing at its July 1, 2026 meeting, to receive testimony on the proposed amendments; and

WHEREAS, the Planning Commission, by motion on July 1, 2026, recommended approval of the proposed amendments, as detailed in its findings, conclusions and recommendations; and

WHEREAS, the North Bend City Council finds that the proposed amendments are consistent with the requirements of RCW 58.17.060 and RCW 58.17.145;

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

Section 1. NBMC 17.18 (Unit Lot Subdivision), New: A new North Bend Municipal Code Chapter 17.18 (Unit Lot Subdivision) is hereby adopted and shall read as set forth in Exhibit A.

Section 2. NBMC 17.22 (Residential Lot Splitting), New: A new North Bend Municipal Code Chapter 17.22 (Residential Lot Splitting) is hereby adopted and shall read as set forth in Exhibit B.

Section 3. NBMC 17.04 (Definitions), Repealed and Replaced: North Bend Municipal Code Chapter 17.04 is hereby repealed in its entirety, and a new Chapter 17.04 (Definitions) is hereby adopted, to replace the chapter repealed herein, and shall read as set forth in Exhibit C.

Section 4. NBMC 14.05.220 (Critical Areas Tracts), Amended: Section 14.05.220 of the North Bend Municipal Code is hereby amended and shall read as set forth in Exhibit D.

Section 5. NBMC 20.01.004 (Types of Development Permits and Approvals), Amended: Section 20.01.004 of the North Bend Municipal Code is hereby amended and shall read as set forth in Exhibit E.

Section 6. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance 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 7. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF
SEPTEMBER , 2026.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Mary Miller, Mayor

Kendra Rosenberg, City Attorney

ATTEST/AUTHENTICATED:

Published:

Effective:

Susie Oppedal, City Clerk

Chapter 17.18 UNIT LOT SUBDIVISIONS

Sections:

17.18.010	Title
17.18.020	Purpose
17.18.030	Applicability
17.18.040	Application and processing procedures
17.18.050	General regulations
17.18.060	Recording
17.18.070	Revision and Expiration
17.18.080	Appeals

17.18.010 Title

This chapter shall be known as the Unit Lot Subdivision Ordinance and may be cited as such.

17.18.020 Purpose.

A unit lot subdivision may be sought in conjunction with a specific residential development proposal or segregation of an ADU and allows for division of a parent lot into separately owned unit lots pursuant to RCW 58.17.060(3), as an alternative to condominium ownership permitted pursuant to Chapter 64.90 RCW. Unit lot subdivisions allow for more flexible creation of lots of varying sizes and mixtures of housing types, including but not limited to attached and detached units, and accessory dwelling units, provided that no dwelling units are stacked on another dwelling unit or another use. Development on individual unit lots is not required to conform with all development standards that typically apply to individual lots, as long as development on the parent lot conforms with all applicable development standards, as further described in this chapter.

17.18.030 Applicability.

Every unit lot subdivision shall comply with the provisions of this chapter.

- A. A unit lot subdivision creates a relationship between the parent lot and each unit lot created, allowing for individual ownership of each individual unit lot, and associated improvements, while only applying site specific development standards to the parent lot as a whole.
- B. A unit lot subdivision may be sought in conjunction with any development that results in two or more dwelling units meeting the standards of this chapter in which no dwelling units are stacked on another dwelling unit or another use.
- C. A unit lot subdivision may be used to subdivide an accessory dwelling unit(s) from the principal structure.
- D. A unit lot subdivision may be combined with a subdivision or short subdivision so long as the portion of the development utilizing this chapter meets the requirements of this chapter.
- E. A unit lot subdivision may be used to cluster single-family residential and cottage lots subject to conformance with the unit lot subdivision regulations within this chapter.

17.18.040 Application and processing procedures.

Unit lot subdivisions resulting in nine or fewer unit lots shall be processed as short subdivisions, and all others shall be processed as subdivisions, subject to all provisions of Chapter 17.12 NBMC and Chapter 17.16 NBMC.

17.18.050 General regulations.

A. Development Standards: Development on the parent lot, as a whole, rather than individual unit lots, shall comply with the bulk and dimensional standards in NBMC 18.10.040, and land use performance standards in NBMC 18.10.050, as applicable to the underlying zone, except that no reductions shall be allowed to building setbacks or separation requirements required for building code and fire code conformance.

B. A unit lot subdivision cannot be used to permit land uses or densities that are not otherwise allowed in the zone in which the unit lot subdivision is proposed.

C. When utilized for new single-family homes (not including accessory dwelling units) within the Low-Density Residential Zone or Constrained Low-Density Residential Zone, the following additional provisions apply to unit lot subdivisions:

1. The rear lot line setback established in NBMC 18.10.030 shall be applied wherever the rear of a housing structure faces an exterior property line of the parent lot.

2. Where utilized to cluster single-family homes on smaller areas of a site for the sake of preserving common open space or critical areas, clusters of unit lots within a subdivision (more than 9 units) shall not exceed a total of 9 units, and shall be separated from other clusters of unit lots by shared common open space, at least 25-feet in width.

D. Parking. Within the parent lot, parking required for a dwelling unit may be provided on a different unit lot, as long as the right to use the parking is included in notes on the face of the plat or formalized by an easement recorded with the King County Recorder.

E. Portions of the parent lot not subdivided into individual unit lots shall be owned in common by the owners of the individual unit lots, or by a homeowners' association comprised of the owners of the individual unit lots.

F. Additional design and development of the individual unit lots is subject to the application of development standards to the parent lot, as a whole, and may accordingly be limited.

Subsequent platting actions and additions or modifications to structure(s) may not create or increase any nonconformity of the parent lot, as a whole.

17.18.060 Recording.

A. The title of the plat shall include the phrase "Unit Lot Subdivision."

B. Notes shall be placed on the face of the plat or short plat as recorded with the County Recorder to state the following:

1. Approval of the design and layout of the development on each unit lot was granted by the review of the development, as a whole, on the parent lot.

2. Subsequent platting actions and additions or modifications to unit lots or unit lot structure(s) may not create or increase any nonconformity of the parent lot, as a whole.

3. Additional development or redevelopment of individual unit lots may be limited as a result of the application of development standards to the parent lot, as a whole.

C. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common facilities and features and shall be recorded with the County Recorder. Common facilities and features include, but are not limited to, common garage, parking, and vehicle access areas; bike parking; solid waste collection areas; underground utilities; common open space; shared interior walls; exterior building facades and roofs; and other similar features.

D. All other recording provisions shall be as established for final plats and final short plats as provided in NBMC 17.16.

17.18.070 Revision and expiration

- A. Revisions to unit lot subdivisions that have received preliminary approval but have not yet been recorded shall be subject to the revision process for preliminary short subdivisions and preliminary subdivisions pursuant to Chapter 17.12 NBMC, as applicable based on the number of lots.
- B. Expiration. Preliminary approval of a unit lot subdivision shall expire five years from the date of the notice of decision if the unit lot subdivision has not been recorded.
- C. Alterations. Alterations to recorded unit lot subdivisions must follow the alteration process for short subdivisions or for subdivisions pursuant to Chapter 17.16 NBMC, as applicable based on the number of lots.

17.18.080 Appeals

Any decision of the director may be appealed following the procedures set forth in the NBMC, including but not limited to Chapters 20.01 and 20.06 NBMC.

Chapter 17.22 RESIDENTIAL LOT SPLITTING

Sections:

17.22.010	Title
17.22.020	Purpose
17.22.030	Definitions
17.22.040	Applicability
17.22.050	Application requirements
17.22.060	General regulations
17.22.070	Procedures of lot splitting
17.22.080	Criteria for approval
17.22.090	Engineering requirements
17.22.100	Recording
17.22.110	Appeals

NBMC 17.22.010 – Title

This chapter shall be known as the Lot Splitting Ordinance and may be cited as such.

NBMC 17.22.020 – Purpose

A residential lot split allows for a parent lot within a residential zone to be split to produce a newly created lot through an administrative procedure. The parent lot and newly created lot are designed in conformance with all development standards described in [NBMC Title 18](#). The purpose of this chapter is to allow an existing residential lot to be split to create a new residential lot in accordance with [RCW 58.17.145](#) as an alternative to a short subdivision permitted pursuant to [RCW 58.17.060](#). Residential lot splitting allows a streamlined process for the creation of new detached or attached housing, middle housing, and accessory dwelling units.

NBMC 17.22.030 – Definitions

The following definitions are specific to Chapter 17.22 NBMC:

- A. “Lot split survey” means the final survey prepared for filing for record with the county auditor and containing all elements and requirements for a lot split.
- B. “Newly created lot” means a lot that was created by a lot split.
- C. “Parent lot” means a lot that is subject to a lot split.

17.22.040 – Applicability

Every residential lot splitting application shall comply with the provisions of this chapter.

- A. This chapter applies to the division of a residentially zoned parent lot to produce a newly created lot from and in addition to the parent lot.
- B. These provisions do not apply to:
 - 1. Any parent lot that is not buildable under adopted critical areas, shorelines, stormwater, setbacks, impervious surface areas, and building coverage standards. Such parent lots are not eligible for a lot split under this section;

2. The division of land in nonresidential zones or for nonresidential uses;
3. The division of land for right-of-way, road construction, or utility facilities;
4. The division of land for more than one newly created lot; and
5. The division of a nonconforming lot that furthers a nonconformity.

17.22.050 – Application Requirements

A complete residential lot splitting application shall meet the application requirements for preliminary plats, preliminary short plats, and preliminary binding site plans as provided in NBMC 17.08.150, except that specific submittal requirements for stormwater shall only be subject the Stormwater Regulations in Chapter 14.16 NBMC, and submittal requirements for landscaping shall only be subject to the Landscape Regulations in Chapter 18.18 NBMC.

17.22.060 – General Regulations

- A. Any development or use on the newly created lot is subject to all existing state and local laws including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in Chapter 19.27 RCW.
- B. Prior to proceeding with any development, the applicant must obtain permits from the city and other agencies as applicable for land use review, environmental review, drainage review, and frontage improvements.
- C. Development on both the parent lot and the newly created lot shall comply with the bulk and dimensional standards in NBMC 18.10.040, and land use performance standards in NBMC 18.10.050, as applicable to the underlying zone.
- D. A lot split survey and legal description shall be prepared by a land surveyor in accordance with Chapter [58.09 RCW](#) and Chapter [332-130 WAC](#), Surveys and recording.

NBMC 17.22.070 – Procedures of Lot Splitting

Residential lot splitting applications are processed as a Type 1 administrative, nonexempt development permit under NBMC 20.01.004 and Table 20.01.004.

NBMC 17.22.080 – Criteria for Approval

The decision on a residential lot split shall be based on the following criteria:

- A. No more than one newly created lot is created through the lot split;
- B. Both the parent lot and the newly created lot meet the bulk and dimensional standards under Chapter 18.10 NBMC;
- C. The parent lot was not created through the splitting of a residential lot authorized by this section;
- D. The parent lot is located in a residential zone and not in an exclusively nonresidential zone;

- E. The newly created lot is developed in a manner that would be a conforming use in the underlying zone under NBMC Title 18;
- F. If the lot split would require demolition or alteration of any existing housing that would displace a renter, the applicant must recommend a displacement mitigation strategy that may include, but is not limited to, relocation assistance;
- G. The applicable sewer and water purveyors have issued certificates of availability to serve the newly created lot and dwelling units;
- H. Access and utility rights are granted or conveyed as necessary prior to recording of the lot split survey to provide access for the maximum number of dwelling units that could be developed on the newly created lot, provided such access rights may be reduced consistent with the city's adopted codes, regulations, or design standards as applicable through review of a subsequent application for a building permit, short subdivision, unit lot subdivision, subdivision application, or short subdivision if less than the maximum number of dwelling units are built on the newly created lot;
- I. Environmentally critical areas, as defined in Chapters [14.05](#) through [14.12](#) NBMC, are protected; and
- J. The planning manager or other designee determines that the application follows all applicable development regulations.

NBMC 17.22.090 – Engineering Requirements

- A. The parent lot and the newly created lot shall be designed in accordance with the City's stormwater regulations in Chapter 14.16 NBMC.
- B. The applicant shall be required to submit for a certificate of concurrency in accordance with Chapter [20.12 NBMC](#).
- C. Dedication for right-of-way improvements shall be required for both the parent lot and newly created lot as part of the approval process.
- D. Frontage improvements shall be required with a land use or construction application for new dwelling units on the parent lot and/or the newly created lot. Frontage improvements shall be designed in accordance with the adopted Public Works Standards.
- E. The newly created lot shall be exempt from frontage improvements when the frontage area is less than 20 lineal feet.

NBMC 17.22.100 – Recording

- A. Within sixty days of a residential lot split approval, the applicant shall record the lot split survey with the King County Recorder's Office and shall provide a copy of the recorded document to city staff.
- B. The lot split survey provided for recording shall include the following notes:
 - 1. Further lot splits are not permitted on either the parent lot or newly created lot;

2. The approval of the residential lot split does not guarantee the provision of utility connection or suitable stormwater design until a final design is provided under an associated construction permit;
 3. The city is immune from any liability, loss, or other damage suffered by another that is related to the city's approval of the lot split, including if the lot split creates a lot that is later determined by be unbuildable;
 4. The permitted number of dwelling units on each lot is not vested at the time of the residential lot split, but is subject to the zoning map and zoning regulations in effect at the time of application for such residential development; and
 5. Frontage improvements for the newly created lot or parent are required upon application of a land use or construction permit.
- C. No permits for construction may be issued until the recording process is completed.

Chapter 17.04

DEFINITIONS

A. “A.”

1. “Alteration” means the modification of a previously recorded plat, short plat, binding site plan, or any portion thereof, that results in modifications to conditions of approval, the addition of new lots or more land, or the deletion of existing lots or the removal of plat or lot restrictions or dedications that are shown on the recorded plat.

2. “Applicant” means a property owner, or a public agency or public or private utility that owns a right-of-way or other easement or has been adjudicated the right to such easement pursuant to RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval.

B. “B.”

1. “Binding site plan” means a plan drawn to scale processed in accordance with Chapter 17.20 NBMC and Chapter 58.17 RCW.

2. “Building envelope” means the area of a lot that delineates the limits of where a building may be placed on a lot.

3. “Building site” means a parcel, consisting of one or more lots or portions thereof, that is capable of being developed under current federal, state, and local statutes, including zoning and use provisions, dimensional standards, minimum lot area for construction, minimum lot width, shoreline master program provisions, sensitive area provisions, and health and safety provisions.

C. “C.”

1. “Civil engineer” means an individual registered and licensed as a professional civil engineer pursuant to Chapter 18.43 RCW.

2. “Condominium” means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions as defined in Chapters 64.32 and 64.34 RCW. Real property is not a condominium unless the undivided interests in the common elements are vested in the unit owners and unless a declaration, survey map and plans have been recorded pursuant to Chapter 64.32 or 64.34 RCW.

D. “D.”

1. “Dedication” means the deliberate conveyance of land by an owner for any general and public uses, reserving no rights other than those that are compatible with the full exercise and enjoyment of the public uses for which the property has been conveyed. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat or binding site plan showing the dedication thereon or quit claim deed. The acceptance by the public shall be evidenced by the approval of such plat, short plat, binding site plan or statutory warranty deed for filing by the county.

2. “Department” means the North Bend Community and Economic Development Department.

3. “Development engineer” means the North Bend public works director, or his or her designee, authorized to oversee the review, conditioning, inspection and acceptance of right-of-way use permits, roads, grading, utilities, and drainages constructed pursuant to permits administered by the department and required pursuant to this title. Either the public works director or his designee shall be a professional civil engineer registered and licensed pursuant to Chapter 18.43 RCW.

4. “Director” means the director of the North Bend Community and Economic Development Department or his or her designee.

E. “E.”

1. “Easement” means a right granted by a property owner to specifically named parties or to the public for the use of certain land for specified purposes, that may include, but are not limited to, road access, pedestrian or bicycle pathways, minerals, utilities, drainage, and open space.

2. “Engineered preliminary drainage plan” means a preliminary plan, consistent with the current edition of the King County Surface Water Design Manual, that shows the locations, types and approximate sizes of the proposed drainage and conveyance facilities, including any required bioswales, wetponds or other water quality facilities.

F. “F.”

1. “Facilities” means unstaffed facilities that are used for the transmission or reception, or both, of wireless communication services, including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters, and support structures.

2. “Final Plat” – See “Plat, final”

3. “Final Short Plat” – See “Short Plat – Final”

4. “Financial guarantee” means a form of financial security posted to ensure timely and proper completion of improvements, compliance with the North Bend Municipal Code, or to warrant materials, workmanship of improvements and design. Financial guarantees include assignments of funds, cash deposits, surety bonds and other forms of financial security acceptable to the director.

G. “G.”

1. “General site plan” means a site plan approved pursuant to this title that is not based on a recorded final planned unit development, a building permit, an as-built site plan for developed sites or a site development permit issued for the entire site.

H. “H.”

1. “Homeowners’ association” means any combination or grouping of persons or any association, corporation or other entity that represents homeowners residing in a short subdivision, subdivision or binding site plan. A homeowners’ association need not have any official status as a separate legal entity under the laws of the state of Washington.

I. "I."

1. "Improvements" means constructed appurtenances, including but not limited to road and drainage construction, utility installation, recreational features, lot grading prior to a building permit, plat monument signs, and survey monuments.

2. "Innocent purchaser" means an individual who has purchased real property for value and states under oath that he or she had no knowledge at any time prior to or during the sale that the lot had been or is being created in violation of the provisions of this title.

J. "J." Reserved.

K. "K." Reserved.

L. "L."

1. "Land surveyor" means an individual licensed as a land surveyor pursuant to Chapter 18.43 RCW.

2. "Lot" means a physically separate and distinct parcel of property that has been created pursuant to the provisions of this title, or pursuant to any previous laws governing the subdivision, short subdivision or segregation of land.

3. "Lot, parent," or "parent lot" means an initial residential lot that is subdivided into unit lots through the unit lot subdivision process, under Chapter 17.18 NBMC, or subject to a lot split, under Chapter 17.22 NBMC.

4. "Lot Split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, or transfer of ownership pursuant to Chapter 17.22 NBMC.

5. "Lot, unit," or "unit lot" means a fractional part of subdivided lands having fixed boundaries that is created through the unit lot subdivision of a parent lot pursuant to the unit lot subdivision process in Chapter 17.18 NBMC.

M. "M." Reserved.

N. "N." Reserved.

O. "O."

1. "Ownership interest" means having property rights as a fee owner or contract purchaser.

P. "P."

1. "Parent parcel" means each existing lot that is located within the perimeter of a proposed boundary line adjustment application.

2. "Parent Lot" - See "lot, parent."

3. "Personal wireless services" means any federally licensed personal wireless service.

4. "Piggyback platting" means a proposed means of segregation whereby property is short subdivided multiple times in order to avoid the requirements of a full subdivision.

5. "Plat, Final," or "final plat" means the final drawing of the subdivision and dedication prepared for filing with the county auditor and containing all elements and requirements set forth in this title and in Chapter 58.17 RCW.

6. "Plat, Preliminary" or "preliminary plat" means a neat and approximate drawing of a proposed subdivision showing the general layout of streets, alleys, lots, blocks and other elements of a subdivision required by this title and Chapter 58.17 RCW. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

Q. "Q." Reserved.

R. "R."

1. "Revisions" means a change prior to recording of a previously approved preliminary plat, preliminary short plat or binding site plan that includes, but is not limited to, the addition of new lots, tracts or parcels.

S. "S."

1. "Segregation" means a division of land by any of the following means: subdivisions, short subdivisions, binding site plans and divisions described in NBMC 17.08.040.

2. "Short plat – final, or final short plat" means the final drawing of the short subdivision and dedication prepared for filing with the county auditor and containing all elements and requirements set forth in this title and in Chapter 58.17 RCW.

3. "Short plat -preliminary," or "preliminary short plat" means a neat and approximate drawing of a proposed short subdivision showing the general layout of streets, alleys, lots, blocks and other elements of a short subdivision required by this title and Chapter 58.17 RCW. The preliminary short plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

4. "Short subdivision" means a division or redivision of land into nine or fewer lots, tracts, parcels or sites for the purpose of sale, lease or transfer of ownership.

5. "Subdivision" means a division or redivision of land into 10 or more lots, tracts or parcels for the purpose of sale, lease or transfer of ownership.

T. "T."

1. "Tract" means land reserved for specified uses including, but not limited to, reserve tracts, recreation, open space, sensitive areas, surface water retention, utility facilities and access. Tracts are not considered lots or building sites for purposes of residential dwelling construction.

U. "U."

1. "Unit Lot Subdivision" means a subdivision or short subdivision proposed as part of a residential development project that meets the development standards applicable to the parent lot at the time the application is vested, but which may result in development on one or more individual unit lots becoming nonconforming as to specified land use and development standards based on the analysis of the individual unit lot.

2. "Unit Lot" – See "Lot – Unit."

V. "V." Reserved.

W. "W." Reserved.

X. "X." Reserved.

Y. "Y." Reserved.

Z. "Z." Reserved.

Chapter 14.05.220 CRITICAL AREA TRACTS

- A. Critical area tracts are legally created nonbuildable land areas containing critical areas and their buffers that shall remain undeveloped pursuant to the critical area regulations. Separate critical area tracts are not an integral part of the lot in which they are created; are not intended for sale, lease, or transfer; and shall be incorporated in the area of the parent lot for purposes of subdivision and method of allocation and minimum lot size. The following development proposals shall identify such areas as separate tracts:

1. Subdivisions;
2. Short subdivisions;
3. Planned residential developments;
4. Contract rezones;
5. Binding site improvement plans;
6. Residential Lot Splitting;
- 5.7. Unit Lot Subdivisions; and
- 6.8. Master site plans.

- B. Responsibility for maintaining tracts shall be held by a homeowners' association, adjacent lot owners (in an undivided interest), the permit applicant or designee, or other appropriate entity as approved by the city.

- C. The following note shall appear on the face of all plats, PRDs, binding site improvement plans, residential lot splits, unit lot subdivisions, master site plans, site plan/design review, or contract rezones and shall be recorded on the title for all affected lots:

Note: All lots adjoining separate tracts identified as native growth protection easements are jointly and severally responsible for the maintenance and protection of the tracts. Maintenance includes ensuring that no alteration occurs within the separate tract and that vegetation remains undisturbed unless the express written permission of the city of North Bend has been received.

§ 20.01.004. Types of development permits and approvals.

For the purposes of this title, nonexempt development permits shall be classified under major headings of either "I. Administrative" or "II. Quasi-Judicial," as indicated in Table 20.01.004 (column 1). Administrative permit decisions are made by a city staff person, typically the community services director. Quasi-judicial permit decisions are made by an elected or appointed body that adjudicates and makes decisions based on information and analysis presented. Specific permit types are listed under subheadings of "Administrative" and "Quasi-Judicial" in Table 20.01.004 (column 1: I.a. – j. and II.k. – x.). These specific types represent the spectrum of land use permits or approvals currently required by North Bend's land use codes. The table also presents information on respective code citations (column 2); requirements for environmental review (column 3); staff recommendation (column 4); staff decision (column 5); hearing requirements (columns 6 and 7); decision body (column 8); types of appeals and appeal bodies (columns 9 and 10); and judicial appeal (column 11). Explanatory notes are provided at the bottom of the table.

Table 20.01.004 Development Permit and Approval Framework

Permit Type – I Administrative	Code Requirement	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
a. SEPA Threshold Determination	14.04.060	E or NE	No	Yes	No	No	CED	No	No	Yes
b. Critical Area Study	14.05.240	E or NE	No	Yes	No	No	CED	HE	No	Yes
c. Floodplain Permit	14.12.030	E or NE	No	Yes	No	No	CED	HE	No	Yes
d. Short Subdivisions (Short Plat), and Binding Site Plans, and Unit Lot Subdivisions (9 or fewer lots)	17.12, 17.18	E or NE	No	Yes	No	No	CED	HE	No	Yes
e. Boundary Line Adjustments	17.28	E or NE	No	Yes	No	No	CED	HE	No	Yes
f. Landscape Review	18.18.020	E or NE	No	Yes	No	No	CED	No	No	Yes
g. Design Review	18.34.040	E or NE	No	Yes	No	No	CED	HE	No	Yes
h. Clearing and Grading Permits	19.10.200	E or NE	No	Yes	No	No	CE	HE	No	Yes
i. Site Plan	18.14	E or NE	No	Yes	No	No	CED	No	No	Yes
j. Residential Lot Split	17.22	E or NE	No	Yes	No	No	CED	No	No	Yes
jk. Other Administrative Permits (Construction Permits)		E or NE	No	Yes	No	No	Varies	Varies	No	Yes
Permit Type – II Quasi-Judicial	Code Requirement	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
kl. Public Agency/Utility Exemption	14.05.140	No	Yes	No	HE	No	HE	No	No	Yes
lm. Reasonable Use CAO Exemption	14.05.140	No	Yes	No	HE	No	HE	No	No	Yes
mn. Shoreline Conditional Use	14.20.680	E or NE	Yes	No	HE	No	HE	No	State Shoreline Board	Yes
no. Shoreline Substantial Development Permits	14.20.670	E or NE	No	Yes	No	No	CED	No	State Shoreline Board	Yes

ep. Shoreline Variances	14.20.690	E or NE	Yes	No	HE	No	HE	No	State Shoreline Board	Yes
Permit Type – II Quasi-Judicial	Code Requirement	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
pq. Mobile Home Parks	16.12.005	E or NE	No	Yes	No	No	CED	No	No	Yes
qr. Preliminary Plat <u>and Unit Lot Subdivision (10 or more lots)</u>	17.12, <u>17.18</u>	Yes	Yes	No	HE	No	HE	No	No	Yes
rs. Final Plat	17.16	No	Yes	No	No	CC	CC	No	No	Yes
st. Conditional Use Permits	18.24.020	E or NE	Yes	No	HE	No	HE	No	No	Yes
tu. Variances	18.26.030	E or NE	Yes	No	HE	No	HE	No	No	Yes
uv. Comprehensive Plan and Development Regulation Amendments	20.08.050	E or NE	Yes	No	PC	No	CC	No	No	Yes
vw. Special District, Master Plan, and Master Plan Amendments	18.13	E or NE	Yes	No	HE	No	HE	No	No	Yes

CC – City Council CE – City Engineer CED – Community and Economic Development
HE – Hearing Examiner DOE – Department of Ecology E or NE – Exempt or Nonexempt PC – Planning Commission

Community and Economic Development Department Staff Report



Proposal: Amendments to Title 17 and Title 20 for new sections NBMC 17.18 Unit Lot Subdivisions and NBMC 17.22 Residential Lot Splits, and amendments to NBMC 17.04 Definitions, NBMC 14.05.220 Critical Area Tracts, and NBMC 20.01.004 Types of Development Permits and Approvals.

Date: For July 1, 2026 Planning Commission Meeting and Public Hearing

Proponent: City of North Bend

Staff Recommendation:

A motion to approve of the proposed new sections NBMC 17.18 Unit Lot Subdivisions and NBMC 17.22 Residential Lot Splits, and associated amendments to NBMC 17.04 Definitions, NBMC 14.05.220 Critical Area Tracts, and NBMC 20.01.004 Types of Development Permits and Approvals.

A. PROPOSED AMENDMENTS:

Amendments are proposed to the City of North Bend Title 17 for the addition of the Unit Lot subdivision process in NBMC 17.18 and Residential Lot Splitting process in NBMC 17.22, and associated amendments to NBMC 17.04 Definitions, NBMC 14.05.220 Critical Area Tracts, and NBMC 20.01.004 Development Permits and Approvals. The amendments are intended to provide additional streamlined permitting options for the development of new residential units and amend definitions to align with state law. Associated amendments are made to NBMC 14.05.220 and 20.01.004 to clarify the applicability of critical area tracts and land use procedures associated with the two new application types.

Unit Lot Subdivisions:

A new North Bend Municipal Code Chapter 17.18 is proposed establishing Unit Lot Subdivision regulations. The proposed code amendments are in response to recent legislative amendments to RCW 58.17.060 passed by the legislature through Senate Bill 5559, which requires local governments to provide a Unit Lot Subdivision permit process. Unit Lot Subdivisions create lots much like a typical short plat or subdivision, but allow greater flexibility in the application of bulk and dimensional standards, which include setbacks, lot coverage, and minimum lot sizes. Under a Unit Lot Subdivision, the development as a whole on the “parent lot” must meet the applicable bulk and dimensional standards of the underlying zone, but individual unit-lots created within the parent lot are not subject to those standards, except as necessary for compliance of the parent lot. Further information on unit lot subdivisions and typical scenarios for which they may be used can be found within the Department of Commerce’s [Fact Sheet on Unit Lot Subdivisions](#).

The City's draft Unit Lot Subdivision regulations establish that Unit Lot Subdivisions for 9 or fewer lots are processed as a Short Plat, and Unit Lot Subdivisions for greater than 9 lots are processed as a subdivision. Questions have been posed to the Planning Commission as notes within the draft amendments and below as to whether the Planning Commission recommends allowing Unit Lot Subdivisions for single-family homes (as a form of clustering), as well as whether they should be allowed for use when involving more than 9 lots (subject to the subdivision process).

Lot Splitting:

A new North Bend Municipal Code Chapter 17.22 is proposed establishing Lot Splitting regulations. The proposed code amendments are in response to recent legislative amendments to RCW 58.17.145 passed by the legislature through House Bill 1096, which requires local governments to provide a Residential Lot Splitting permit process. A Residential Lot Split provides a streamlined administrative process to divide a single residential lot into two lots (the parent lot and one newly-created lot). Further information on lot splitting and typical scenarios for which it may be used can be found within the Department of Commerce's [Fact Sheet on Lot Splitting](#).

Associated amendments to NBMC 17.04 *Definitions* are provided to add new definitions in alignment with adopted definitions in RCW 58.17.020 and 58.17.145 for each new permit process. Additional amendments were made clarifying where the definition for adopted terms are located. Because staff are proposing to repeal and replace Chapter 17.04 Definitions in its entirety (to better address formatting, which would otherwise become overly complicated), new definitions added for conformance to state law pertaining to the Lot Splitting and Unit Lot Subdivision regulations are shown in **yellow highlight** within this section of the packet.

Additionally, minor associated amendments are proposed to NBMC 20.01.004 *Types of Development Permits and Approvals* describing the associated procedure for the unit lot subdivision and residential lot split permit process, and minor associated amendments are proposed to NBMC 14.05.220 adding Lot Splits and Unit Lot Subdivisions to the types of developments that require placing critical areas within tracts.

The proposed municipal code amendments are provided within the attached Exhibits A-E.

B. FINDING AND ANALYSIS:

1. **Public Hearing:** A public hearing is scheduled the July 1, 2026 Planning Commission Meeting.
2. **Municipal Code Amendment Process:** Municipal code amendments are governed by NBMC 20.08.070 through 20.08.110, evaluated below.
 - a. **Impacts of Proposed Amendment**

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

- i. **Adjacency Impacts.** The proposed amendments are not specific to any particular properties. Impacts will come from development projects which will be evaluated at the time of application.
 - ii. **Efficiency Impacts.** The proposed amendments may create efficiencies for the applicant on the design of the project site through the unit lot subdivision process by applying development standards to the overall site rather than individual unit lots and simplifies the review process for city staff. The amendments additionally create efficiency in the review timeline for smaller projects suitable for the residential lot splitting process because the subject process does not require a preliminary and final review process and is a consolidated singular review process, reducing the overall permitting timeline.
 - iii. **Fiscal and Economic Impacts.** The amendments have a positive economic impact for the City of North Bend by providing additional processing options for the division of land for the purpose of residential development. These new processes encourage infill development providing for a greater efficiency of land and support the development of new housing units. This is important for increasing the North Bend housing stock and providing new opportunities for homeownership. New residents would also be added to the city's tax base, supporting local businesses.
 - iv. **Environmental Impacts.** No environmental impacts are anticipated from revising the land use performance standards concerning Unit Lot Subdivisions and Residential Lot Splitting processes. Regulations protecting critical areas, managing storm water runoff (including maximum impervious surface limits per property based on zoning), and controlling floodplain impacts are governed by the Critical Area Regulations in NBMC Title 14, and apply regardless of development that occurs on a site. Such review will occur upon submittal of an application for development.
 - v. **Equity Impacts.** No significant equity impacts are anticipated from the proposed amendments. The residential lot splitting process will provide cost and time savings to applicants who may be economically disadvantaged and may create opportunities to sell unutilized property in a more cost-effective mechanism than a subdivision.
 - vi. **Cultural Impacts.** No significant cultural impacts are anticipated from the proposed amendments. Regulations addressing Unit Lot Subdivisions and Residential Lot Splitting provides a new mechanism for dividing residential land and increasing the housing stock in North Bend, increasing housing options that can become available to the community.
- b. **Alternatives to Proposed Amendment.** There are no alternatives available for the proposed amendment as the minimum amendments necessary to meet the state's requirements associated with SB5559 and HB1096.

3. Compatibility of Proposed Amendment with North Bend Comprehensive Plan

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

The North Bend Comprehensive Plan Housing Element calls for a mix of housing types and densities to help meet housing demands for the region. The Housing Element also calls for encouraging residential infill and the streamlining of residential permitting processes.

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

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

Housing Policy 1.1: Encourage the development of single-family residential infill that would blend with surrounding homes and be more affordable and be compatible with existing neighborhoods within the city limits.

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

Housing Policy 1.3: Encourage a mix of housing types, models and densities, including but not limited to income levels outlined in the countywide policy.

Housing Policy 1.10: Work with other governmental agencies to develop methods that can streamline the residential permit review process to reduce the impact on affordable housing development.

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

Housing Policy 4.1: Allow for flexibility in housing development in order to meet population forecasts.

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

In accordance with NBMC 20.08.070 and .080, application for municipal code amendments must be evaluated for compliance with the North Bend Municipal Code. The amendments bring North Bend's municipal code regarding land division permit processes up to state standards.

5. Consistency with NBMC 20.08.100

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

1. Is the issue already adequately addressed in the Comprehensive Plan?

The amendments are to the North Bend Municipal Code and not the Comprehensive Plan. See further description on compatibility of the proposed amendments to the Comprehensive Plan above.

2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?

Yes. As described further under section A, the amendments are provided to allow for streamlined

permitting options for land division resulting in the development of new residential units and are also needed to meet state requirements for land division.

3. Is the proposed change the best means for meeting the identified public need?

Yes. The draft amendments are the best means to meet the requirements for additional land division permit processes imposed by the state.

4. Will the proposed change result in a net benefit to the community

Yes. The proposed regulations will result in a net benefit to the community by allowing for alternative opportunities to divide land for the purposes of providing for new housing units and increasing North Bend's housing stock for detached, attached, middle housing, and accessory dwelling units.

C. QUESTIONS FOR CONSIDERATION BY THE PLANNING COMMISSION CONCERNING THE DRAFT REGULATIONS

- 1. Does the Planning Commission recommend allowing Unit Lot Subdivisions for more than 9 units?**

The state legislation allows Unit Lot Subdivisions for more than 9 units through the Subdivision Regulations, which the city's draft regulations propose. (Up to 9 are addressed through the Short Plat regulations, and more than 9 through the subdivision regulations in NBMC 17.16. Staff recommend at a minimum allowing it for subdivisions for medium density residential subdivisions (including townhomes, cottages, duplexes/triplexes, etc.). Many developments for medium density residential typologies are more than 9 units, and this expands opportunity for dividing land through this process, enabling more ownership opportunities.

- 2. Does the Planning Commission recommend allowing Unit Lot Subdivisions for new single-family homes?**

The state legislation requiring that jurisdictions allow division of land through Unit Lot Subdivisions do not specify the specific types of residential development that may utilize this type of land division, other than that the process cannot be used for units stacked atop other residences. Unit Lot Subdivisions are ideal for middle housing types such as cottages, duplexes, triplexes, and fourplexes, and townhomes where units are often developed together beside or surrounding shared common space. This same principal could also be applied to single-family homes, with advantages and possible negative consequences described below. The draft regulations as presented propose to allow the use of Unit Lot Subdivisions for single family homes.

- a. Advantages – Greater Flexibility:

- i. Retirement arrangements. Unit Lot Subdivisions for single-family homes can facilitate arrangements such as Strata/Retirement subdivisions, where shared ownership of common land is desired for facilitating collective maintenance.
- ii. Meeting density allowance with critical areas. Unit Lot Subdivisions could be used to achieve the allowed density per the underlying zone by clustering units on smaller lots in areas of the development not occupied by critical areas. Currently, the minimum lot size required by the zone may limit the unit count

achievable to less than what would be allowed without the presence of critical areas.

- iii. Greater open space preservation. Under the same principal described in ii above, the allowance to cluster units with smaller lots on a portion of a property may encourage developers to preserve additional open space areas outside of critical areas and their buffers that could otherwise be developed. This may be particularly useful for retaining groves of mature trees or forested areas, providing larger greenbelt or general open space areas than what might otherwise be developed under conventional bulk and dimensional standards.
- b. Possible negative consequence: Feel of conventional single-family neighborhood may be diminished in the areas of clustering. With clustered units on smaller lots to preserve open space or critical areas, the density within the clustered areas is greater, even though the overall density may not exceed that allowed for the underlying zone. Some may feel that this diminishes the traditional neighborhood feel of homes on conventional lots with standard setbacks as would otherwise be required. To mitigate this issue, the draft regulations proposes limiting clusters to no more than 9 units per cluster, which must be separated from other clusters by open space.

D. SUMMARY FINDINGS

- 1) Pursuant to RCW 36.70A.106, the draft regulations were forwarded to Commerce - Growth Management Services on May 27, 2026.
- 2) The Planning Commission considered the proposed draft amendments at their June 3rd, 2026 Planning Commission meeting. At that meeting, Commissioners requested more information to support considering whether to allow Unit Lot Subdivisions for single-family homes, and whether to allow Unit Lot Subdivisions when used for developments proposed to contain more than 9 unit lots (through the subdivision process). Questions were been added to the staff report and as notes within the draft amendments to facilitate this consideration.
- 3) The Planning Commission recommended that the Unit Lot Subdivision regulations be allowed for single-family homes, and for subdivisions (more than 9 lots), as presented in the staff report. Commissioners requested that when developed with subdivisions with more than 9 lots and clustering units to preserve open space or critical areas, unit clusters shall be separated from other unit clusters by a minimum of 25 feet of common open space. The draft was amended accordingly.
- 4) Written comment was received from the Master Builders Association and from Snoqualmie Tribe, included in Exhibit F. Staff addressed Snoqualmie Tribe comments by including provisions in the critical areas regulations concerning Unit Lot Subdivisions and Lot Splits noting that these reviews require placing critical areas within tracts.
- 5) On July 1, 2026 the Planning Commission held a public hearing on the draft regulations.
- 6) A State Environmental Policy Act Determination of Non-significance on the proposed amendments was issued on June 12, 2026 and noticed appropriately.
- 7) The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*. The Planning Commission finds that the proposed amendments are consistent with the criteria in NBMC 20.08.100(B) and would result in a net benefit to the community.
- 8) The newly proposed sections to Title 17 will result in a benefit to the community by enabling the development of infill development and alternative land division permitting pathways consistent with

state law, which can help to increase the supply of housing and will make for the efficient use of residential lands.

E. RECOMMENDATION

Staff Recommendation

The proposal is consistent with the development regulation amendment procedures in NBMC 20.08 and is supported by policies within the Comprehensive Plan. Staff recommends approval of the new sections NBMC 17.18 *Unit Lot Subdivisions* and NBMC 17.22 *Residential Lot Splits*, and associated amendments to NBMC 17.04 *Definitions* and NBMC 20.01.004, *Types of Development Permits and Approvals*.

Planning Commission Recommendation

Based on the findings above and after consideration of the public comment received at the public hearing, the North Bend Planning Commission recommends **approval** of the proposed new sections NBMC 17.18 *Unit Lot Subdivisions* and NBMC 17.22 *Residential Lot Splits*, and associated amendments to NBMC 17.04 *Definitions* and NBMC 20.01.004 *Types of Development Permits and Approvals*.

Exhibits:

- Exhibit A: NEW Section NBMC 17.18 *Unit Lot Subdivisions*
- Exhibit B: NEW Section NBMC 17.22 *Residential Lot Splitting*
- Exhibit C: Amended Section NBMC 17.04 *Definitions*
- Exhibit D: Amended Section NBMC 14.05.220 *Critical Areas Tract*
- Exhibit E: Amended Section NBMC 20.01.004 *Types of Development and Approvals*
- Exhibit F: Written comment received

Chapter 17.18 UNIT LOT SUBDIVISIONS

Sections:

17.18.010	Title
17.18.020	Purpose
17.18.030	Applicability
17.18.040	Application and processing procedures
17.18.050	General regulations
17.18.060	Recording
17.18.070	Revision and Expiration
17.18.080	Appeals

17.18.010 Title

This chapter shall be known as the Unit Lot Subdivision Ordinance and may be cited as such.

17.18.020 Purpose.

A unit lot subdivision may be sought in conjunction with a specific residential development proposal or segregation of an ADU and allows for division of a parent lot into separately owned unit lots pursuant to RCW 58.17.060(3), as an alternative to condominium ownership permitted pursuant to chapter 64.90 RCW. Unit lot subdivisions allow for more flexible creation of lots of varying sizes and mixtures of housing types, including but not limited to attached and detached units, and accessory dwelling units, provided that no dwelling units are stacked on another dwelling unit or another use. Development on individual unit lots is not required to conform with all development standards that typically apply to individual lots, as long as development on the parent lot conforms with all applicable development standards, as further described in this chapter.

17.18.030 Applicability.

Every unit lot subdivision shall comply with the provisions of this chapter.

A. A unit lot subdivision creates a relationship between the parent lot and each unit lot created, allowing for individual ownership of each individual unit lot, and associated improvements, while only applying site specific development standards to the parent lot as a whole.

B. A unit lot subdivision may be sought in conjunction with any development that results in two or more dwelling units meeting the standards of this chapter in which no dwelling units are stacked on another dwelling unit or another use.

C. A unit lot subdivision may also be used to subdivide an accessory dwelling unit(s) from the principal structure.

D. A unit lot subdivision may be combined with a subdivision or short subdivision so long as the portion of the development utilizing this chapter meets the requirements of this chapter.

E. A unit lot subdivision may be used to cluster single-family residential and cottage lots subject to conformance with the unit lot subdivision regulations within this chapter.

17.18.040 Application and processing procedures.

Unit lot subdivisions resulting in nine or fewer unit lots shall be processed as short subdivisions, and all others shall be processed as subdivisions, subject to all provisions of Chapter 17.12 NBMC and Chapter 17.16 NBMC.

17.18.050 General regulations.

A. Development Standards: Development as a whole on the parent lot, rather than individual unit lots, shall comply with the bulk and dimensional standards in NBMC 18.10.040, and land use performance standards in NBMC 18.10.050, as applicable to the underlying zone, except that no reductions shall be allowed to building setbacks or separation requirements required for building code and fire code conformance.

B. A unit lot subdivision cannot be used to permit land uses or densities that are not otherwise allowed in the zone in which the unit lot subdivision is proposed.

C. When utilized for new single-family homes (not including accessory dwelling units) within the Low-Density Residential Zone or Constrained Low-Density Residential Zone, the following additional provisions apply to unit lot subdivisions:

1. The rear lot line setback established in NBMC 18.10.030 shall be applied wherever the rear of a housing structure faces an exterior property line of the parent lot.

2. Where utilized to cluster single-family homes on smaller areas of a site for the sake of preserving common open space or critical areas, clusters of unit lots within a subdivision (more than 9 units) shall not exceed a total of 9 units, and shall be separated from other clusters of unit lots by shared common open space a minimum of 25-feet in width.

D. Parking. Within the parent lot, parking required for a dwelling unit may be provided on a different unit lot than the unit lot with the dwelling unit for which the parking serves, as long as the right to use the parking is included in notes on the face of the plat or formalized by an easement recorded with the King County Recorder.

E. Portions of the parent lot not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, or by a homeowners' association comprised of the owners of the individual unit lots.

F. Additional design and development of the individual unit lots is subject to the application of development standards to the parent lot and may accordingly be limited. Subsequent platting actions and additions or modifications to structure(s) may not create or increase any nonconformity of the parent lot.

17.18.060 Recording.

A. The title of the plat shall include the phrase "Unit Lot Subdivision."

B. Notes shall be placed on the face of the plat or short plat as recorded with the County Recorder to state the following:

1. Approval of the design and layout of the development on each unit lot was granted by the review of the development, as a whole, on the parent lot.

2. Subsequent subdivision, additions, or modifications to unit lots or unit lot structure(s) may not create or increase any nonconformity of the parent lot, as a whole.

3. Additional development or redevelopment of the individual unit lots may be limited as a result of the application of development standards to the parent lot.

C. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association shall be executed for use and maintenance of common facilities and features and shall be recorded with the County Recorder. Common facilities and features include, but are not limited to, common garage, parking, and vehicle access areas; bike parking;

Commented [MM1]: Planning Commission - Note the draft regulations allow for unit lot subdivisions for both subdivisions (creating more than 9 lots), and for use with single family homes. Related questions:

1. Consider whether you recommend allowing unit lot subdivisions for use with more than 9 lots. This is optional under the state regulations. Staff recommend at a minimum allowing it for subdivisions for medium density residential subdivisions (including townhomes, cottages, duplexes/triplexes, etc.)

2. Consider whether you recommend allowing unit lot subdivisions for new single-family homes (in the LDR zone and CLDR Zone). Currently the draft proposes to allow this, which would essentially allow clustering of lots smaller than what the underlying zone would typically allow, to preserve open space or accommodate critical area buffers, while not exceeding the overall density allowance of the underlying zone (4 units/acre for LDR, 2 units/acre for CLDR). This allows more flexibility for developers, and better open space preservation, but could result in higher-density cluster areas that may not be seen as supporting traditional single-family neighborhood feel. See related comment below.

Commented [MM2]: This provision is intended to prevent Unit Lot Subdivisions from clustering all of the development capacity onto one area of the site, which might therefore be considered inconsistent with the overall idea and intent of the single-family zone to promote lower-density, more spread-out single-family neighborhoods.

solid waste collection areas; underground utilities; common open space; shared interior walls; exterior building facades and roofs; and other similar features.

D. All other recording provisions shall be as established for final plats and final short plats as provided in NBMC 17.16.

17.18.070 Revision and expiration

- A. Revisions to unit lot subdivisions that have received preliminary approval but have not yet been recorded shall be subject to the revision process for preliminary short subdivisions and preliminary subdivisions pursuant to 17.12, as applicable based on the number of lots.
- B. Expiration. Preliminary approval of a unit lot subdivision shall expire five years from the date of the notice of decision if the unit lot subdivision has not been recorded.
- C. Alterations. Alterations to recorded unit lot subdivisions must follow the alteration process for short subdivisions or for subdivisions pursuant to 17.16, as applicable based on the number of lots.

17.18.080 Appeals

Any decision of the director may be appealed following the procedures set forth in the NBMC, including but not limited to Chapters 20.01 and 20.06 NBMC.

Chapter 17.22 RESIDENTIAL LOT SPLITTING

Sections:

17.22.010	Title
17.22.020	Purpose
17.22.030	Definitions
17.22.040	Applicability
17.22.050	Application requirements
17.22.060	General regulations
17.22.070	Procedures of lot splitting
17.22.080	Criteria for approval
17.22.090	Engineering requirements
17.22.100	Recording
17.22.110	Appeals

NBMC 17.22.010 – Title

This chapter shall be known as the Lot Splitting Ordinance and may be cited as such.

NBMC 17.22.020 – Purpose

A residential lot split allows for a parent lot within a residential zone to be split to produce a newly created lot through an administrative procedure. The parent lot and newly created lot are designed in conformance with all development standards described in [NBMC Title 18](#). The purpose of this chapter is to allow an existing residential lot to be split to create a new residential lot in accordance with [RCW 58.17.145](#) as an alternative to a short subdivision permitted pursuant to [RCW 58.17.060](#). Residential lot splitting allows a streamlined process for the creation of new detached or attached housing, middle housing, and accessory dwelling units.

NBMC 17.22.030 – Definitions

The following definitions are specific to Chapter 17.22 NBMC:

- A. “Lot split survey” means the final survey prepared for filing for record with the county auditor and containing all elements and requirements for a lot split.
- B. “Newly created lot” means a lot that was created by a lot split.
- C. “Parent lot” means a lot that is subject to a lot split.

17.22.040 – Applicability

Every residential lot splitting application shall comply with the provisions of this chapter.

- A. This chapter applies to the division of a residentially zoned parent lot to produce a newly created lot from and in addition to the parent lot.
- B. These provisions do not apply to:
 - 1. Any parent lot that is not buildable under adopted critical areas, shorelines, stormwater, setbacks, impervious surface areas, and building coverage standards. Such parent lots are not eligible for a lot split under this section;

2. The division of land in nonresidential zones or for nonresidential uses;
3. The division of land for right-of-way, road construction, or utility facilities;
4. The division of land for more than one newly created lot; and
5. The division of a nonconforming lot that furthers a nonconformity.

17.22.050 – Application Requirements

A complete residential lot splitting application shall meet the application requirements for preliminary plats, preliminary short plats, and preliminary binding site plans as provided in NBMC 17.08.150, except that specific submittal requirements for stormwater shall only be subject the Stormwater Regulations in Chapter 14.16 NBMC, and submittal requirements for landscaping shall only be subject to the Landscape Regulations in Chapter 18.18 NBMC.

17.22.060 – General Regulations

- A. Any development or use on the newly created lot is subject to all existing state and local laws including those specified in this section. Nothing in this section modifies the requirements for approval of residential building permits in Chapter 19.27 RCW.
- B. Prior to proceeding with any development, the applicant must obtain permits from the city and other agencies as applicable for land use review, environmental review, drainage review, and frontage improvements.
- C. Development on both the parent lot and the newly created lot shall comply with the bulk and dimensional standards in NBMC 18.10.040, and land use performance standards in NBMC 18.10.050, as applicable to the underlying zone.
- D. A lot split survey and legal description shall be prepared by a land surveyor in accordance with Chapter [58.09 RCW](#) and Chapter [332-130 WAC](#), Surveys and recording.

NBMC 17.22.070 – Procedures of Lot Splitting

Residential lot splitting applications are processed as a Type 1 administrative, nonexempt development permit under NBMC 20.01.004 and Table 20.01.004.

NBMC 17.22.080 – Criteria for Approval

The decision on a residential lot split shall be based on the following criteria:

- A. No more than one newly created lot is created through the lot split;
- B. Both the parent lot and the newly created lot meet the bulk and dimensional standards under chapter 18.10 NBMC;
- C. The parent lot was not created through the splitting of a residential lot authorized by this section;
- D. The parent lot is located in a residential zone and not in an exclusively nonresidential zone;

- E. The newly created lot is developed in a manner that would be a conforming use in the underlying zone under NBMC Title 18;
- F. If the lot split would require demolition or alteration of any existing housing that would displace a renter, the applicant must recommend a displacement mitigation strategy that may include, but is not limited to, relocation assistance;
- G. The applicable sewer and water purveyors have issued certificates of availability to serve the newly created lot and dwelling units;
- H. Access and utility rights are granted or conveyed as necessary prior to recording of the lot split survey to provide access for the maximum number of dwelling units that could be developed on the newly created lot, provided such access rights may be reduced consistent with a city's adopted codes, regulations, or design standards as applicable through review of a subsequent application for a building permit, short subdivision, unit lot subdivision, subdivision application, or short subdivision if less than the maximum number of dwelling units are built on the newly created lot;
- I. Environmentally critical areas, as defined in Chapters [14.05](#) through [14.12](#) NBMC, are protected; and
- J. The planning manager or other designee determines that the application follows all applicable development regulations.

NBMC 17.22.090 – Engineering Requirements

- A. The parent lot and the newly created lot shall be designed in accordance with the City's stormwater regulations in chapter 14.16 NBMC.
- B. The applicant shall be required to submit for a certificate of concurrency in accordance with Chapter [20.12 NBMC](#).
- C. Dedication for right-of-way improvements shall be required for both the parent lot and newly created lot as part of the approval process.
- D. Frontage improvements shall be required with a land use or construction application for new dwelling units on the parent lot and/or the newly created lot. Frontage improvements shall be designed in accordance with the adopted Public Works Standards.
- E. The newly created lot shall be exempt from frontage improvements when the frontage area is less than 20 lineal feet.

NBMC 17.22.100 – Recording

- A. Within sixty days of a residential lot split approval, the applicant shall record the lot split survey with the King County Recorder's Office and shall provide a copy of the recorded document to city staff.
- B. The lot split survey provided for recording shall include the following notes:
 - 1. Further lot splits are not permitted on either the parent lot or newly created lot;

2. The approval of the residential lot split does not guarantee the provision of utility connection or suitable stormwater design until a final design is provided under an associated construction permit;
 3. The city is immune from any liability, loss, or other damage suffered by another that is related to the city's approval of the lot split, including if the lot split creates a lot that is later determined by be unbuildable;
 4. The permitted number of dwelling units on each lot is not vested at the time of the residential lot split, but is subject to the zoning map and zoning regulations in effect at the time of application for such residential development; and
 5. Frontage improvements for the newly created lot or parent are required upon application of a land use or construction permit.
- C. No permits for construction may be issued until the recording process is completed.

The existing North Bend Municipal Code Chapter 17.04, Definitions, shall be repealed in its entirety and replaced with the following:

Chapter 17.04

DEFINITIONS

A. "A."

1. "Alteration" means the modification of a previously recorded plat, short plat, binding site plan, or any portion thereof, that results in modifications to conditions of approval, the addition of new lots or more land, or the deletion of existing lots or the removal of plat or lot restrictions or dedications that are shown on the recorded plat.

2. "Applicant" means a property owner, or a public agency or public or private utility that owns a right-of-way or other easement or has been adjudicated the right to such easement pursuant to RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval.

B. "B."

1. "Binding site plan" means a plan drawn to scale processed in accordance with Chapter 17.20 NBMC and Chapter 58.17 RCW.

2. "Building envelope" means the area of a lot that delineates the limits of where a building may be placed on a lot.

3. "Building site" means a parcel, consisting of one or more lots or portions thereof, that is capable of being developed under current federal, state, and local statutes, including zoning and use provisions, dimensional standards, minimum lot area for construction, minimum lot width, shoreline master program provisions, sensitive area provisions, and health and safety provisions.

C. "C."

1. "Civil engineer" means an individual registered and licensed as a professional civil engineer pursuant to Chapter 18.43 RCW.

2. "Condominium" means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions as defined in Chapters 64.32 and 64.34 RCW. Real property is not a condominium unless the undivided interests in the common elements are vested in the unit owners and unless a declaration, survey map and plans have been recorded pursuant to Chapter 64.32 or 64.34 RCW.

D. "D."

1. "Dedication" means the deliberate conveyance of land by an owner for any general and public uses, reserving no rights other than those that are compatible with the full exercise and enjoyment of the public uses for which the property has been conveyed. The intention to

dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat or binding site plan showing the dedication thereon or quit claim deed. The acceptance by the public shall be evidenced by the approval of such plat, short plat, binding site plan or statutory warranty deed for filing by the county.

2. “Department” means the North Bend Community and Economic Development Department.

3. “Development engineer” means the North Bend public works director, or his or her designee, authorized to oversee the review, conditioning, inspection and acceptance of right-of-way use permits, roads, grading, utilities, and drainages constructed pursuant to permits administered by the department and required pursuant to this title. Either the public works director or his designee shall be a professional civil engineer registered and licensed pursuant to Chapter 18.43 RCW.

4. “Director” means the director of the North Bend Community and Economic Development Department or his or her designee.

E. “E.”

1. “Easement” means a right granted by a property owner to specifically named parties or to the public for the use of certain land for specified purposes, that may include, but are not limited to, road access, pedestrian or bicycle pathways, minerals, utilities, drainage, and open space.

2. “Engineered preliminary drainage plan” means a preliminary plan, consistent with the current edition of the King County Surface Water Design Manual, that shows the locations, types and approximate sizes of the proposed drainage and conveyance facilities, including any required bioswales, wetponds or other water quality facilities.

F. “F.”

1. “Facilities” means unstaffed facilities that are used for the transmission or reception, or both, of wireless communication services, including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters, and support structures.

2. “Final Plat” – See “Plat, final”

3. “Final Short Plat” – See “Short Plat – Final”

4. “Financial guarantee” means a form of financial security posted to ensure timely and proper completion of improvements, compliance with the North Bend Municipal Code, or to warrant materials, workmanship of improvements and design. Financial guarantees include assignments of funds, cash deposits, surety bonds and other forms of financial security acceptable to the director.

G. “G.”

1. “General site plan” means a site plan approved pursuant to this title that is not based on a recorded final planned unit development, a building permit, an as-built site plan for developed sites or a site development permit issued for the entire site.

H. “H.”

1. “Homeowners’ association” means any combination or grouping of persons or any association, corporation or other entity that represents homeowners residing in a short

subdivision, subdivision or binding site plan. A homeowners' association need not have any official status as a separate legal entity under the laws of the state of Washington.

I. "I."

1. "Improvements" means constructed appurtenances, including but not limited to road and drainage construction, utility installation, recreational features, lot grading prior to a building permit, plat monument signs, and survey monuments.

2. "Innocent purchaser" means an individual who has purchased real property for value and states under oath that he or she had no knowledge at any time prior to or during the sale that the lot had been or is being created in violation of the provisions of this title.

J. "J." Reserved.

K. "K." Reserved.

L. "L."

1. "Land surveyor" means an individual licensed as a land surveyor pursuant to Chapter 18.43 RCW.

2. "Lot" means a physically separate and distinct parcel of property that has been created pursuant to the provisions of this title, or pursuant to any previous laws governing the subdivision, short subdivision or segregation of land.

3. "Lot, parent," or "parent lot" means an initial residential lot that is subdivided into unit lots through the unit lot subdivision process in NBMC 17.18, or subject to a lot split under NBMC 17.22.

4. "Lot Split" means the administrative process of dividing an existing lot into two lots for the purpose of sale, lease, transfer of ownership pursuant to NBMC 17.22.

5. "Lot, unit, or unit lot" means a fractional part of subdivided lands having fixed boundaries that is created through the unit lot subdivision of a parent lot to the unit lot subdivision process in NBMC 17.18.

M. "M." Reserved.

N. "N." Reserved.

O. "O."

1. "Ownership interest" means having property rights as a fee owner or contract purchaser.

P. "P."

1. "Parent parcel" means each existing lot that is located within the perimeter of a proposed boundary line adjustment application.

2. "Parent Lot" - See "lot, parent."

3. "Personal wireless services" means any federally licensed personal wireless service.

4. “Piggyback platting” means a proposed means of segregation whereby property is short subdivided multiple times in order to avoid the requirements of a full subdivision.

5. “Plat, Final,” or “final plat” means the final drawing of the subdivision and dedication prepared for filing with the county auditor and containing all elements and requirements set forth in this title and in Chapter 58.17 RCW.

6. “Plat, Preliminary” or “preliminary plat” means a neat and approximate drawing of a proposed subdivision showing the general layout of streets, alleys, lots, blocks and other elements of a subdivision required by this title and Chapter 58.17 RCW. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

Q. “Q.” Reserved.

R. “R.”

1. “Revisions” means a change prior to recording of a previously approved preliminary plat, preliminary short plat or binding site plan that includes, but is not limited to, the addition of new lots, tracts or parcels.

S. “S.”

1. “Segregation” means a division of land by any of the following means: subdivisions, short subdivisions, binding site plans and divisions described in NBMC 17.08.040.

2. “Short plat – final, or final short plat” means the final drawing of the short subdivision and dedication prepared for filing with the county auditor and containing all elements and requirements set forth in this title and in Chapter 58.17 RCW.

3. “Short plat -preliminary,” or “preliminary short plat” means a neat and approximate drawing of a proposed short subdivision showing the general layout of streets, alleys, lots, blocks and other elements of a short subdivision required by this title and Chapter 58.17 RCW. The preliminary short plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

4. “Short subdivision” means a division or redivision of land into nine or fewer lots, tracts, parcels or sites for the purpose of sale, lease or transfer of ownership.

5. “Subdivision” means a division or redivision of land into 10 or more lots, tracts or parcels for the purpose of sale, lease or transfer of ownership.

T. “T.”

1. “Tract” means land reserved for specified uses including, but not limited to, reserve tracts, recreation, open space, sensitive areas, surface water retention, utility facilities and access. Tracts are not considered lots or building sites for purposes of residential dwelling construction.

U. “U.”

1. “Unit Lot Subdivision” means a subdivision or short subdivision proposed as part of a residential development project that meets the development standards applicable to the parent lot at the time the application is vested, but which may result in development on one or more individual unit lots becoming nonconforming as to specified land use and development standards based on the analysis of the individual unit lot.

2. “Unit Lot” – See “Lot – Unit.”

V. “V.” Reserved.

W. “W.” Reserved.

X. “X.” Reserved.

Y. “Y.” Reserved.

Z. “Z.” Reserved.

Chapter 14.05.220
CRITICAL AREA TRACTS

- A. Critical area tracts are legally created nonbuildable land areas containing critical areas and their buffers that shall remain undeveloped pursuant to the critical area regulations. Separate critical area tracts are not an integral part of the lot in which they are created; are not intended for sale, lease, or transfer; and shall be incorporated in the area of the parent lot for purposes of subdivision and method of allocation and minimum lot size. The following development proposals shall identify such areas as separate tracts:
1. Subdivisions;
 2. Short subdivisions;
 3. Planned residential developments;
 4. Contract rezones;
 5. Binding site improvement plans;
 6. Residential Lot Splitting;
 - 5.7. Unit Lot Subdivisions; and
 - 6.8. Master site plans.
- B. Responsibility for maintaining tracts shall be held by a homeowners' association, adjacent lot owners (in an undivided interest), the permit applicant or designee, or other appropriate entity as approved by the city.
- C. The following note shall appear on the face of all plats, PRDs, binding site improvement plans, residential lot splits, unit lot subdivisions, master site plans, site plan/design review, or contract rezones and shall be recorded on the title for all affected lots:

Note: All lots adjoining separate tracts identified as native growth protection easements are jointly and severally responsible for the maintenance and protection of the tracts. Maintenance includes ensuring that no alteration occurs within the separate tract and that vegetation remains undisturbed unless the express written permission of the city of North Bend has been received.

§ 20.01.004. Types of development permits and approvals.

For the purposes of this title, nonexempt development permits shall be classified under major headings of either "I. Administrative" or "II. Quasi-Judicial," as indicated in Table 20.01.004 (column 1). Administrative permit decisions are made by a city staff person, typically the community services director. Quasi-judicial permit decisions are made by an elected or appointed body that adjudicates and makes decisions based on information and analysis presented. Specific permit types are listed under subheadings of "Administrative" and "Quasi-Judicial" in Table 20.01.004 (column 1: I.a. – j. and II.k. – x.). These specific types represent the spectrum of land use permits or approvals currently required by North Bend's land use codes. The table also presents information on respective code citations (column 2); requirements for environmental review (column 3); staff recommendation (column 4); staff decision (column 5); hearing requirements (columns 6 and 7); decision body (column 8); types of appeals and appeal bodies (columns 9 and 10); and judicial appeal (column 11). Explanatory notes are provided at the bottom of the table.

Exhibit E - Development Permits and Approvals

City of North Bend, WA

§ 20.01.004

§ 20.01.004

Table 20.01.004 Development Permit and Approval Framework

Permit Type – I Administrative	Code Requirement	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
a. SEPA Threshold Determination	14.04.060	E or NE	No	Yes	No	No	CED	No	No	Yes
b. Critical Area Study	14.05.240	E or NE	No	Yes	No	No	CED	HE	No	Yes
c. Floodplain Permit	14.12.030	E or NE	No	Yes	No	No	CED	HE	No	Yes
d. Short Subdivisions (Short Plat), and Binding Site Plans, <u>and Unit Lot Subdivisions (9 or fewer lots)</u>	17.12, <u>17.18</u>	E or NE	No	Yes	No	No	CED	HE	No	Yes
e. Boundary Line Adjustments	17.28	E or NE	No	Yes	No	No	CED	HE	No	Yes
f. Landscape Review	18.18.020	E or NE	No	Yes	No	No	CED	No	No	Yes
g. Design Review	18.34.040	E or NE	No	Yes	No	No	CED	HE	No	Yes
h. Clearing and Grading Permits	19.10.200	E or NE	No	Yes	No	No	CE	HE	No	Yes
i. Site Plan	18.14	E or NE	No	Yes	No	No	CED	No	No	Yes
<u>j. Residential Lot Split</u>	<u>17.22</u>	<u>E or NE</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>CED</u>	<u>No</u>	<u>No</u>	<u>Yes</u>
<u>k.</u> Other Administrative Permits (Construction Permits)		E or NE	No	Yes	No	No	Varies	Varies	No	Yes

Permit Type – II Quasi-Judicial	Code Requirement	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
<u>k.</u> Public Agency/Utility Exemption	14.05.140	No	Yes	No	HE	No	HE	No	No	Yes
<u>lm.</u> Reasonable Use CAO Exemption	14.05.140	No	Yes	No	HE	No	HE	No	No	Yes
<u>nn.</u> Shoreline Conditional Use	14.20.680	E or NE	Yes	No	HE	No	HE	No	State Shoreline Board	Yes
<u>oo.</u> Shoreline Substantial Development Permits	14.20.670	E or NE	No	Yes	No	No	CED	No	State Shoreline Board	Yes

Exhibit E - Development Permits and Approvals

City of North Bend, WA

§ 20.01.004

§ 20.01.004

p.q. Shoreline Variances	14.20.690	E or NE	Yes	No	HE	No	HE	No	State Shoreline Board	Yes
Permit Type – II Quasi-Judicial	Code Requirement	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
p.q. Mobile Home Parks	16.12.005	E or NE	No	Yes	No	No	CED	No	No	Yes
q.r. Preliminary Plat <u>and Unit Lot Subdivision (10 or more lots)</u>	17.12, <u>17.18</u>	Yes	Yes	No	HE	No	HE	No	No	Yes
r.s. Final Plat	17.16	No	Yes	No	No	CC	CC	No	No	Yes
s.t. Conditional Use Permits	18.24.020	E or NE	Yes	No	HE	No	HE	No	No	Yes
t.u. Variances	18.26.030	E or NE	Yes	No	HE	No	HE	No	No	Yes
u.v. Comprehensive Plan and Development Regulation Amendments	20.08.050	E or NE	Yes	No	PC	No	CC	No	No	Yes
v.w. Special District, Master Plan, and Master Plan Amendments	18.13	E or NE	Yes	No	HE	No	HE	No	No	Yes

CC – City Council CE – City Engineer CED – Community and Economic Development
HE – Hearing Examiner DOE – Department of Ecology E or NE – Exempt or Nonexempt PC – Planning Commission

§ 20.01.004

§ 20.01.004

(Ord. 989 § 1 (part), 1996; Ord. 1172 § 28, 2002; Ord. 1321 § 1, 2008; Ord. 1464 § 1 (Exh. A (part)), 2012; Ord. 1466 § 1 (Exh. A), 2012; Ord. 1749 § 3, 2021; Ord. 1816 § 2 (Exh. A), 2024)



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

June 4, 2026

RE: Comments on Proposed Unit Lot Subdivision and Residential Lot Splitting

Dear Chair Thiel and members of the Planning Commission,

On behalf of the almost 2,500 members of the Master Builders Association of King and Snohomish Counties (MBAKS), I am writing to express our strong support for the city's effort to implement unit lot subdivision under Senate Bill 5559 and residential lot splitting under House Bill 1096. MBAKS appreciates the planning commission's decision to advance these tools together in a single code update, and we commend city staff for developing draft language that reflects the underlying intent of both laws.

Supporting Homeownership Through Fee-Simple Ownership

Unit lot subdivision and residential lot splitting serve different technical purposes, but they share a common goal: enabling individual, fee-simple ownership of middle housing that would otherwise be built as rental product or sold through the condominium framework. The distinction is not merely technical, and the costs it eliminates are real.

The condominium ownership path carries significant overhead that makes it impractical for most middle housing builders and buyers: increased legal and administrative costs, extended timelines, insurance requirements, and financing constraints that together suppress for-sale housing production statewide.

For builders, that means a viable product. For buyers, that means access. Both tools are essential for translating North Bend's zoning capacity into homes the for-sale market can actually deliver and buy.

Unit Lot Subdivision Allows for Needed Flexibility

Unit lot subdivision also delivers a site design benefit that conventional platting cannot. Because development standards apply to the parent lot as a whole rather than to each individual unit lot, builders can cluster homes more creatively within the overall building envelope. Units can be arranged around groves of trees, steep slopes, or critical area buffers that would otherwise constrain or eliminate development on individually platted lots. This flexibility produces better site design, more efficient use of urban land, and housing that fits the site rather than fighting it, all without changing what the underlying zone allows.

We also want to affirm a point that resonated during Tuesday's discussion: these tools do not change permitted density. What is allowed to be built in North Bend's residential zones does not increase because of unit lot subdivision or lot splitting. What changes is the ability to own units separately, opening middle housing to a far broader pool of buyers and builders who depend on fee-simple title to access



conventional financing. Impact fees, environmental review, and traffic analysis are based on allowed development, not actual development. Unit lot subdivision and lot splitting do not change those calculations.

MBAKS Supports

MBAKS supports the staff recommended nine-unit threshold for administrative processing, which keeps the process streamlined for the majority of projects while reserving the public hearing process for larger development.

MBAKS encourages the commission to extend unit lot subdivision beyond the nine-unit short plat threshold by also adopting ULS procedures for the subdivision process. State law requires ULS for short plats, but cities may extend it to subdivisions at their discretion, and other Washington jurisdictions including Wenatchee and Anacortes have done so. MBAKS recommends extending short and long subdivisions. That allows those projects to use parent-lot development standards, extending the tool's flexibility and efficient use of land to larger projects without reducing community oversight.

Residential lot splitting opens housing production to a participant that conventional subdivision processes have largely priced out: the individual homeowner. A traditional short subdivision can take two to three years to complete, with upfront engineering costs, full frontage improvements along the entire property, and procedural complexity that makes it viable only for professional developers. The lot split process changes this. These are precisely the small-scale, scattered infill opportunities that add housing supply in places where infrastructure already exists.

MBAKS Supports ...

City staff identified the right framework for frontage improvements Tuesday, and MBAKS supports it. Deferring parent lot obligations to future redevelopment and tying newly created lot requirements to actual construction rather than to the lot split itself, is the appropriate approach. The threshold-based exemption for short frontages discussed Tuesday, using something like the 30-foot example raised by staff and commissioners, is also the right direction. Short, disconnected improvements that do not connect to an existing pedestrian network provide little public benefit while imposing costs that can make a simple lot split financially unviable for the individual homeowner this tool is designed to serve.

For both tools, infrastructure requirements should remain proportionate to actual construction activity and the real impact of the project. Front-loaded obligations are one of the most reliable ways to make these tools unworkable for the individual homeowners and smaller builders they are designed to serve.

MBAKS fully supports North Bend's effort to advance both of these tools toward adoption well ahead of the 2027 deadline. Unit lot subdivision and residential lot splitting are precisely the kind of land use reforms that help North Bend accommodate growth efficiently, expand homeownership opportunities, and make better use of existing infrastructure. We encourage the commission to move forward to the July 2 public hearing and look forward to participating at that time.

Thank you for your continued work on housing in North Bend.

Respectfully,

Ryan Makinster
Government Affairs Manager
rmakinster@mbaks.com

cc: Mike McCarty, Planning Manager, Community and Economic Development



June 22nd, 2026

Mike McCarty
920 SE Cedar Falls Way
North Bend, WA 98045

Via email to planning@northbendwa.gov

RE: Amendments to Title 17 of the North Bend Municipal Code Relating to Unit Lot Subdivisions and Residential Lot Splitting.

Dear Mike McCarty and Planning Commissioners,

On behalf of the Snoqualmie Indian Tribe (Tribe), please accept these comments on the proposed amendments to NBMC Title 17, *Land Segregation, Impact Fees and Mitigation* adding new regulations addressing Unit Lot Subdivisions and Residential Lot Splitting. We appreciate the opportunity to provide these comments and ask that they are considered for the public hearing planned for July 1st and for the SEPA threshold determination.

The Snoqualmie Tribe is a federally recognized sovereign Indian Tribe and a signatory to the Treaty of Point Elliott of 1855, in which it reserved to itself certain rights and privileges and ceded certain lands to the United States. As a signatory to the Treaty of Point Elliott, the Tribe specifically reserved to itself, among other things, the right to fish at usual and accustomed areas and the “privilege of hunting and gathering roots and berries on open and unclaimed lands” off-reservation throughout the modern-day state of Washington (Treaty of Point Elliott, art. V, 12 Stat. 928). The Tribe has lived on, tended, and managed this land since time immemorial and the rivers, lakes, and surrounding lands are vitally important both ecologically and culturally.

While we support allowing lot splitting and unit lot subdivisions to promote infill development and more efficient use of already developed lands, rather than conversion of forested or natural areas, we recommend strengthening these regulations to ensure continued protection of critical areas.

We recognize that the proposed regulations already state that development under unit lot subdivisions and lot splitting remains subject to applicable development standards (NBMC 17.18 and NBMC 17.22), including requirements intended to protect critical areas as defined in Chapters 14.05 through 14.12 NBMC. However, we have observed situations



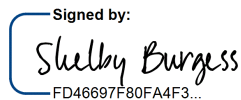
where critical areas are protected at the time of subdivision approval, yet lots are still created with little or no practical buildable area remaining outside critical areas, buffers, setbacks, or other development constraints. As a result, subsequent property owners may seek exemptions and variances based on claims of lack of reasonable use after substantial financial investment has already occurred that result in reductions of these protections.

To ensure protection of critical areas and avoid creating development constraints for future property owners, we recommend adding language to NBMC 17.18 and NBMC 17.22 stating that subdivision approval shall not result in the creation of any lot or unit lot that cannot reasonably accommodate development consistent with this title without encroachment into critical areas, buffers, required setbacks, or other protected areas.

This standard would help ensure that additional housing opportunities are achieved without facilitating development into critical areas and their buffers.

Thank you for your consideration.

Sincerely,

Signed by:

FD46697F80FA4F3...

Shelby Burgess

Environmental Review Analyst, Government Affairs & Special Projects



City Council Agenda Bill

Agenda Date: September 1, 2026

AB26-077

Subject: AB26-077 - Motion Authorizing Contract Amendment with Peach Global Solutions

**Department/
Committee/
Individual:** James Henderson, Director

Cost Impact: \$18,000.00 (\$43,000.00 total)
Fund Source: 108-000-000-557-30-41-01
Timeline: Immediate

Attachments: 1. Contract Amendment

Summary Statement:

The Adventure North Bend brand was created in partnership with the City of North Bend Economic Development Commission in 2024, with grant support from the Port of Seattle. The purpose of Adventure North Bend is to brand and promote North Bend's outdoor adventure and entrepreneurial spirit and serve as an economic development tool to attract and retain businesses to North Bend.

In 2026, the City of North Bend entered into a contract with Peach Global Solutions to develop the Adventure North Bend website to promote economic development and tourism in North Bend. The contract was not originally approved by Council as it was for \$25,000.00, within the Mayor's purchasing authority. The contract was part of a broader initiative to market North Bend for the then-upcoming 2026 World Cup matches in Seattle. The purpose of the original contract with Peach Global Solutions was to:

- Position Adventure North Bend as a brand to encourage economic growth.
- Create a responsive, accessible, and high-performing website for visitor engagement.
- Promote North Bend during and beyond the 2026 World Cup.
- Develop a cohesive look and feel across the website.

In addition, the website was tailored to attract businesses and support the City's economic development goals. This included providing demographic and growth data to attract retailers, information about business licenses, taxes, and permitting to start a business in North Bend, and a business intake form.

The proposed 12-month contract amendment with Peach Global solutions for \$18,000 (\$1,500/month) is to provide a digital maintenance and content retainer designed to keep the Adventure North Bend website current, functional, and aligned with the City's ongoing economic development goals. The proposed contract amendment includes adding new pages for Project Belay, Cascade Gateway, and information about available light-industrial property. The contract also includes developing website tracking metrics to determine marketing and brand effectiveness.

The amendment will exceed the Mayor's purchasing authority, under the City's Procurement Policy &

Procedures, and therefore requires Council approval even though the original contract was not approved by Council.

Staff recommend approval of this contract amendment.

Applicable Brand Guidelines:

- Commitment to invest in the City and foster community engagement and pride
- Economic viability/balanced budget
- Marketing / Branding

Committee Review and Recommendation:

The Community & Economic Development Committee reviewed this item at their August 18, 2026, meeting and recommended placement on September 1, 2026 Main Agenda for discussion.

Recommended Action:

Motion to approve AB26-077, authorizing the Mayor to execute and administer a contract amendment with Peach Global Solutions, in an amount not to exceed \$18,000, in a form and content approved by the City Attorney.

Record of Council Action:		
Meeting Date	Action	Vote
September 1, 2026		

**FIRST AMENDMENT TO THE CONTRACT FOR SERVICES
BY AND BETWEEN THE CITY OF NORTH BEND AND
PEACH GLOBAL SOLUTIONS, LLC**

THIS AMENDMENT to the Contract for Services entered into between the City of North Bend and Peach Global Solutions, LLC, effective _____, 2026 (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. Exhibit A of the Agreement is hereby amended by the addition of the “Additional Services Proposal”, which is attached hereto and incorporated by this reference as an addendum to Exhibit A.
2. Section 2 of the Agreement is hereby amended to read as follows:

Compensation and Method of Payment. Consultant will invoice City monthly based upon the fee schedule set forth in Exhibit B attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed FORTY-THREE THOUSAND AND 00/100 (\$43,000.00) without written modification of this Agreement signed by City. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached Exhibit C (Taxpayer Identification Number) to City prior to or along with the first invoice.

Original contract amount of \$25,000 + Amendment #1 of \$18,000 = \$43,000.00

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

Duration of Agreement. This Agreement shall be in full force and effect for a period commencing January 26, 2026 and ending August 31, 2027 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.

All other terms and conditions remain as provided in the original Agreement effective January 26, 2026.

DATED this ____ day of _____, 2026.

CITY OF NORTH BEND

PEACH GLOBAL SOLUTIONS, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Attest/Authenticated:

City Clerk

Approved as to form:

Kendra Rosenberg, City Attorney

Adventure North Bend

Digital Maintenance & Content Retainer

12-Month Agreement

SUBMITTED TO

City of North Bend

SUBMITTED BY

Peach Global Solutions

CONTRACT TERM

Sept 1, 2026 – Aug 31, 2027

ANNUAL INVESTMENT

\$18,000 (\$1,500 / month)

Overview

With the Adventure North Bend website now live, the next step is ensuring it remains accurate, fresh, and performing at its best. Peach Global Solutions is pleased to propose a 12-month Digital Maintenance & Content Retainer designed to keep the site current, functional, and aligned with North Bend's ongoing economic development goals.

This retainer provides the City of North Bend with a dedicated, responsive partner for routine content updates, visual refreshes, and light structural enhancements without the friction of submitting individual project requests or awaiting new proposals each time a change is needed.

What's Included Each Month

Core Content & Design Updates

The following tasks are included in the standard monthly scope. Requests can be submitted at any time and will be fulfilled within 3–5 business days:

- Copywriting updates - editing, adding, or removing text across any page
- Image and graphic swaps - replacing photos, graphics, or icons
- Button updates - changing labels, link destinations, or styling
- Link and redirect fixes - correcting broken links or updating internal/external destinations
- Form updates - modifying fields, confirmation messages, or submission settings
- Event calendar maintenance - adding, editing, or removing events
- Business directory updates - adding or editing business listings
- Navigation adjustments - updating menu labels or link destinations
- SEO metadata updates - updating page titles, descriptions, or image alt text

Monthly Structural Enhancements

In addition to routine updates, each month includes up to two (2) structural changes, such as:

- Creating a new page (with copy and imagery provided by the client)

- Adding a new content section to an existing page
- Rearranging or restructuring page layouts or content blocks
- Installing or configuring a new feature (map embed, video section, sign-up form, etc.)

Monthly Performance Check

Each month, Peach Global Solutions will conduct a brief site health review and deliver a short written summary including:

- Website traffic overview - sessions, unique visitors, and top pages
- Recommended proactive improvements for the following month

Scope & Fair Use Guidelines

This retainer is designed for ongoing maintenance and incremental growth - not large-scale redesigns or major new feature builds. The table below clarifies what is and is not included:

In Scope	Out of Scope (Quoted Separately)
Text edits across existing pages	Full page redesigns or new site sections
Photo and graphic replacements	Custom illustration or photography production
Minor layout adjustments	New interactive tools (maps, calculators, etc.)
New pages with client-provided content	E-commerce or booking system builds
Link, button, and redirect updates	Third-party integrations requiring dev work
SEO metadata maintenance	Major SEO audits or ad campaign management
Event and directory updates	Brand identity changes or new print collateral

Requests that fall outside the monthly scope will be quoted separately and presented for approval before any work begins.

Investment

Service	Monthly	Annual
Core Content & Design Updates	Included	Included
Structural Enhancements (up to 2/month)	Included	Included
Monthly Performance Summary	Included	Included
Total Retainer Investment	\$1,500	\$18,000

Billed monthly in advance. Annual prepay option available upon request.

Terms & Conditions

- 1. Term.** This agreement covers a 12-month period beginning September 1, 2026 and ending August 31, 2027. Either party may terminate with 30 days written notice. Work completed prior to termination is non-refundable.
- 2. Renewal.** To renew this agreement for an additional 12-month term at the same rate (\$1,500/month, \$18,000 annually), the City of North Bend must provide written notice of renewal to Peach Global Solutions no later than July 1, 2027. If notice is not received by this date, the current rate is no longer guaranteed and continuation of services will be subject to a new proposal and rate confirmation.
- 3. Unused Work.** Unused monthly tasks do not roll over to subsequent months. The retainer covers ongoing access to the Peach Global Solutions team, not a banked inventory of deliverable hours.
- 4. Turnaround Time.** Standard update requests will be fulfilled within 3–5 business days. Urgent or same-day requests may be accommodated at Peach Global Solutions' discretion or quoted separately.
- 5. Client Responsibilities.** The City of North Bend agrees to designate a primary point of contact for submitting requests, reviewing work, and providing timely approvals. Delayed feedback may affect delivery timelines.
- 6. Intellectual Property.** All content created or modified under this retainer remains the intellectual property of the City of North Bend upon receipt of payment.

Why a Retainer?

A website is only as effective as it is current. The Adventure North Bend site was built to serve as a dynamic, living resource for visitors, residents, and businesses - and that requires consistent, intentional upkeep. A retainer structure offers:

- Predictable monthly budgeting with no surprise invoices for routine work
- Faster turnaround than one-off project requests
- A dedicated partner who knows your site, brand, and goals deeply
- Confidence that your digital presence is always accurate, professional, and performing

Next Steps

We are excited to continue our partnership with the City of North Bend. To proceed, please review this proposal and return a signed copy. Upon execution, we will confirm your start date and establish your preferred communication channel for submitting monthly requests.

Kasandra Casillas | Founder, Peach Global Solutions

kasi@peachglobalsolutions.com | 512-653-4912 | peachglobalsolutions.com

Acceptance

By signing below, the City of North Bend agrees to the terms of this 12-month Digital Maintenance & Content Retainer, including the renewal terms described above.

Client Signature: _____ Date: _____

Name / Title: _____



City Council Agenda Bill

Agenda Date: September 1, 2026

AB26-078

Subject: AB26-078 - Motion Authorizing Contract with Creative Financial Staffing

**Department/
Committee/**

Individual: Elaine Morse, Deputy Finance Director

Cost Impact: Net cost of between \$19,059 to \$21,460 over a 3 to 4 month period

Fund Source: Various Funds

Timeline: Immediate

Attachments: 1. Creative Financial Staffing Professional Services Agreement

Summary Statement:

The Staff Accountant responsible for accounts payable and payroll functions will be on Family Medical & Leave Act (FMLA) for a period between 3 to 4 months (12 to 16 weeks). To backfill the responsibilities for the Staff Accountant (SA), staff requests approval of a contract to do business with Creative Financial Staffing LLC (CFS) for between 3 to 4 months, including 1 month of cross-training, for the purpose of temporary financial support staff to carry out payroll and accounts payable duties during the SA's absence. During the SA's absence on FMLA, the SA will not be paid wages and benefits by the city.

The following table reflects the net costs of temporary support during the Staff Accountant absence.

Temp Costs	Staff Accountant Cost Savings during FMLA ¹	CFS Temporary Help Costs ²	Net Cost CONB ³
3 months (12 Weeks)	\$28,365	\$35,568	\$7,203
4 months (16 Weeks)	\$37,820	\$47,424	\$9,604
1 month training		\$11,856	\$11,856
Net Cost over 12 to 16 weeks			\$19,059 to \$21,460

¹Staff Accountant: actual salary + benefits

²CFS Temporary Help Costs: Rate \$68.40/hr.

³Net Cost to the City of North Bend: 3 to 4 months ~ the net difference of what we would have paid staff and what we will have paid the CFS temporary employee:

- Minimum net total additional costs to the city - \$19,059 at 3 months
- Maximum net total additional costs to the city - \$21,460 at 4 months

The contract staffing costs will be allocated across various funds in the same ratio as the Staff Accountant:

Fund Number	Fund / Department Name	Percentage
F001	General Fund / Admin/Finance	63%
F101	Streets	2%
F401	Water	13%
F402	Sewer	13%
F404	Storm/Flood	7%
F501	Shop	2%

Applicable Brand Guidelines:

- Economic viability/balanced budget

Committee Review and Recommendation:

This item was reviewed by the Finance & Administration Committee at their September 1, 2026 meeting.

Recommended Action:

Motion to approve AB26-078, authorizing the Mayor to execute a professional services agreement with Creative Financial Staffing, LLC, in an amount not to exceed \$47,424, in a form and content acceptable to the City Attorney.

Record of Council Action:

Meeting Date	Action	Vote
September 1, 2026		

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF NORTH BEND
AND CREATIVE FINANCIAL STAFFING, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2026, by and between the City of North Bend, a municipal corporation of the State of Washington (“City”) and Creative Financial Staffing, LLC (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** Consultant will invoice City monthly based upon the fee schedule set forth in **Exhibit B** attached hereto, which is incorporated by this reference as if fully set forth. Consultant shall be paid a total amount not to exceed FORTY-SEVEN THOUSAND FOUR HUNDRED TWENTY-FOUR DOLLARS AND 00/100 (\$47,424.00) without written modification of this Agreement signed by City. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit C** (Taxpayer Identification Number) to City prior to or along with the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing August 24, 2026 and ending January 31, 2027 unless earlier terminated in accordance with Section 11 herein or extended by written amendment in accordance with Section 14 herein.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of City whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, Consultant shall provide to City all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by City or its representatives for any purpose other than the project specified in this Agreement.
5. **Independent Contractor.** City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither

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

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

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

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

A. **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. City shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for City, using an additional insured endorsement at least as broad as ISO CG 20 26.
3. **Professional liability insurance** appropriate to 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 City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall provide City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- C. Certificates of Insurance. 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 City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of City, offset against funds due Consultant from City.
- E. Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by Consultant.

8. Recordkeeping and "Red Flag" Rules.

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

9. Taxes, Licenses and Permits.

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

- B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to Chapters 5.04 and 5.05 NBMC, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 9.
- C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by City or any other governmental body, then Consultant authorizes City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Consultant's total compensation.

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

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

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

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

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

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

To the City of North Bend: Elaine Morse
Deputy Finance Director
City of North Bend
920 SE Cedar Falls Way
North Bend, Washington 98045
Phone: (425) 888-1211
Email: emorse@northbendwa.gov

To Consultant:

Jordan Salisbury
Managing Division Director
Creative Financial Staffing, LLC
701 N 36th Street
Seattle, WA 98103
Phone: 206-462-2664
Email: jsalisbury@cfstaffing.com

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

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

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

CITY OF NORTH BEND

CREATIVE FINANCIAL STAFFING, LLC

By: _____
Mary Miller, Mayor

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Susie Oppedal, City Clerk

Approved As To Form:

Kendra Rosenberg, City Attorney

From: Elaine Morse
Sent: Thursday, August 20, 2026 9:14 AM
To: Carrie Smith
Subject: FW: CFS Client Confirmation Letter and Online Payroll Instructions
Attachments: Staff Accountant- January 2025.pdf

Carrie,

The Staff Accountant JD is the work-role CFS has presented to Ms. Stack and the role we are hiring CFS to fulfill for the City of North Bend.

Thank you!

Elaine

425-888-7638 Office
425-507-7542 Cell

From: Toya Rivers <trivers@cfstaffing.com>
Sent: Monday, August 17, 2026 2:47 PM
To: Elaine Morse <emorse@northbendwa.gov>
Cc: jsalisbury@cfstaffing.com; ktoefield@cfstaffing.com
Subject: CFS Client Confirmation Letter and Online Payroll Instructions

Caution: This email originated from outside the City of North Bend. DO NOT click on links or open attachments unless you recognize and/or trust the sender. When in doubt, contact the North Bend IT Department.

8/17/2026

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

Dear Elaine,

Thank you for choosing Creative Financial Staffing, LLC (together with its Parent company, Creative Financial Staffing, Inc., "CFS") to fulfill your temporary need. CFS specializes in temporary and direct-hire placement for Accounting, Finance, Technology & HR positions at all levels. Our employee assigned (sometimes referred to as the "Assigned Individual") is Karen Stack. They will be reporting to you on: Monday August 24, 2026 at 8:00am.

As we agreed, your company will pay CFS at the billing rate of **\$68.40 for each hour the Assigned Individual works for your company (unless the employee works more than 40 hours per week or otherwise becomes entitled to a premium pay under applicable law - see overtime provision below).**

Our employee is assigned to you under the following **Terms and Conditions of Assignment:**

The Assigned Individual is an employee of CFS, but shall work under your supervision, direction and control and shall not be deemed to be your employee. CFS represents that its employee is adequately covered by workers' compensation insurance. CFS will be responsible for paying wages, federal and state withholding taxes, social security taxes, unemployment taxes and all other payroll taxes.

Timesheet

CFS utilizes an online timesheet system in which the Assigned Individual will enter his or her hours and submit them to you via email at the end of the week for approval. The email you receive will include a link to our employee's timesheet. At this time, please review the hours worked, place your initials in the yellow box and check the approval box **(if you're prompted to put in a PIN number, it will accept anything entered in the box)**. If the hours are incorrect, please address this specifically in the "Notes" section and click DO NOT APPROVE. The timesheet will then be returned to our employee to make adjustments. Timesheets need to be approved no later than 9:00am on Mondays unless noted otherwise. Our compensation to our assigned employee is weekly, and you will be billed weekly for the total hours worked. Because our invoices represent labor already paid to our employee, terms are net 10 days.

In order to ensure receipt of invoices please request our domain (@cfstaffing.com) be whitelisted via your normal processes.

Overtime

Governing law requires that hours worked over 40 per week be paid as overtime. Therefore, overtime will be billed at one and one-half the billing rate. If state or local law requires premium pay for other hours worked by the employee, such as weekends or holidays, the billing rate will likewise be increased by the applicable multiple for such hours.

Guarantee

CFS guarantees the Assigned Individual's services with a two day (16 hour) guarantee. If you are dissatisfied with the employee assigned to you, we will not charge you for the first 16 hours if you request a replacement from us and you notify CFS before the end of the employee's second day. If you do not so notify CFS, you agree our employee is satisfactory. Except as otherwise expressly provided in this Agreement, neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

Patient Protection and Affordable Care Act (ACA)

CFS complies with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations. CFS shall be solely responsible for, and shall reimburse, indemnify and hold you harmless (hereafter referred to as "Client Indemnity") for any taxes, penalties, or other liabilities assessed against CFS or you with respect to the Assigned Individual due to CFS's failure to comply with Code §4980H(b). In no event shall this Client Indemnity apply to the abuse by you of any law, regulation or other guidance under the ACA. This indemnity shall be the sole indemnification provision as it relates to the ACA. In the event you are notified by any government entity of your potential liability for any such taxes, penalties, or other liabilities relating to the Assigned Individual, you shall fully cooperate, at CFS's reasonable expense, with such efforts as may be necessary to object to or appeal any determination of liability or potential liability.

Client's Responsibility

You will only use the employee in the job for which he or she was assigned by CFS. Supervision of the employee and his or her conduct is your responsibility.

It is understood that we do not authorize our employee to operate machinery (other than office machines) or vehicles or to do any physical work. Our employee may not handle cash, negotiable instruments or other valuables. Our employees may not transport or convey cash, negotiable instruments or other valuables (including, but not limited to, delivering bank deposits to a bank or other institution). You will not ask or allow our employee to do any of these activities without our advance written consent. You also agree not to expose any CFS employee to any unnecessary hazard and not to violate any OSHA or other safety law, rule or regulation. If you ask or allow an employee to do any of the activities just listed in this paragraph, you agree to waive all claims against CFS, to relieve CFS of all responsibility or liability for any damage, loss or expense which you incur because of the employee engaging in such activity, and to indemnify and hold CFS harmless from and against all claims (including bodily injury, property damage, fire, theft, collision or public liability damage claims), damages, losses and expenses which might be caused because of our employee engaging in any of these activities.

Under no circumstance will CFS be liable for any claims of any kind unless you report such claims in writing to CFS within 30 calendar days of the occurrence.

Charges for Hiring the Temporary Person Referred to You.

In the event that during the Assigned Individual's Assignment, or within twelve months after the last working of the Assigned Individual Assignment, you or any of your affiliates or clients directly hire the Assigned Individual or utilize the services of the Assigned Individual as an independent contractor or consultant, as part of a temporary pool, or through another staffing firm you agree to pay CFS a placement fee, which is due in full at the time of such direct hire or other utilization. The placement fee shall be calculated at thirty percent (30%) of the individual's first year anticipated annual pay.

ACCEPTANCE OF OUR ASSIGNED EMPLOYEE CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS

By permitting the Assigned Individual to commence his or her assignment, you agree to the foregoing terms and conditions. You further agree to reimburse CFS for all expenses and reasonable attorney's fees it may incur to enforce any provision of this Agreement. These terms and conditions will also be incorporated in and agreed to when you approve the Assigned Individual's timesheet.

CFS prides itself on its high level of customer service and we want to make sure your experience with CFS is a positive one.

Thank you again for choosing CFS. We value your business and appreciate this opportunity to service your current staffing needs.

Sincerely,

Toya Rivers | Managing Director, Staffing

206.538.2032 | trivers@cfstaffing.com | [LinkedIn](#)

Let Our Network Work For You – Connect With CFS

EXHIBIT C:
TAXPAYER IDENTIFICATION NUMBER

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

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

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

Please check the appropriate category:

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

TIN#: ____ - ____ - ____

SS#: ____ - ____ - ____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

EXHIBIT D:
CITY OF NORTH BEND
IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

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

II. PROGRAM PURPOSE AND DEFINITIONS

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

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

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

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

“**Covered account**” means:

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

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

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

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

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

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

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

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

III. IDENTIFICATION OF RED FLAGS

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

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

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

B. Suspicious Documents – Red Flags.

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

C. Suspicious Personal Identifying Information – Red Flags.

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

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

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

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

E. Alerts from Others – Red Flag.

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

IV. DETECTING RED FLAGS

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

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

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

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

V. PREVENTING AND MITIGATING IDENTITY THEFT

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

A. Prevent and Mitigate Identity Theft.

- Monitor a covered account for evidence of identity theft;

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

VI. PROGRAM ADMINISTRATION

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

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

VII. PROGRAM UPDATES

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