CITY COUNCIL ROUNDTABLE MEETING, 6:00 PM
CITY COUNCIL REGULAR MEETING, 7:00 PM
Monday, November 24, 2025
Snoqualmie City Hall, 38624 SE River Street & Zoom

MAYOR & COUNCIL MEMBERS
Mayor Katherine Ross
Councilmembers: Ethan Benson, Cara Christensen, Catherine Cotton, Bryan Holloway, Jo Johnson, Louis Washington, and Robert Wotton

This meeting will be conducted in person at Snoqualmie City Hall and remotely using Zoom.

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **813 0614 8787** and Password **1800110121** if prompted.

Join by Internet: To watch the meeting over the internet via your computer, follow these steps:
1) Click this **link**
2) If the Zoom app is not installed on your computer, you will be prompted to download it.
3) If prompted for Webinar ID, enter **813 0614 8787**; Enter Password **1800110121**

ROUNDTABLE AGENDA, 6 PM

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

SPECIAL BUSINESS

1. Executive Session pursuant to RCW 42.30.110(1)(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.
2. Executive Session pursuant to RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

ADJOURNMENT

REGULAR AGENDA, 7 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Presentations

3. SnoValley Chamber of Commerce

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

(NOTE: No online public comments will be accepted during the meeting. Written comments are encouraged and may be submitted via in-person drop off, mail, or e-mail to cityclerk@snoqualmiewa.gov. All written comments must be received by 3:00 p.m. on the day of the scheduled meeting.)

CONSENT AGENDA

4. Approve the City Council Meeting Minutes dated November 10, 2025.
5. Approve the Claims Report dated November 24, 2025.
6. **AB25-109:** Appointment of Municipal Court Judge
7. **AB25-116**: Puget Sound Regional Council (PSRC) Conditional Certification to 2024 Comprehensive Plan
8. **AB25-117**: Amendment of Landscape Maintenance Agreement for Facilities
9. **AB25-118**: Amendment of Landscape Maintenance Agreement for Mini-Parks
10. **AB25-119**: Amendment of Landscape Maintenance Agreement for Snoqualmie Parkway and Right-of-Way's

ORDINANCES

11. **AB25-092**: Ordinance Adopting Snoqualmie School District Impact Fees for 2026

    Proposed Action: Move to adopt Ordinance 1312 updating the Snoqualmie Valley School District's Impact Fees for 2026.

12. **AB25-103**: Critical Areas Ordinance

    Proposed Action: Move to approve Ordinance 1313 amending Snoqualmie Municipal Code Title 19 Chapter 19.12 related to Critical Areas.

13. **AB25-104**: Ordinance Certifying an Increase in Property Taxes

    Proposed Action: Move to approve Ordinance 1311 certifying an increase in regular property tax revenue for the fiscal year commencing January 1, 2026.

14. **AB25-105**: Property Tax Levy Ordinance

    Proposed Action: Move to approve Ordinance 1310 levying regular property taxes for the fiscal year commencing January 1, 2026.

15. **AB25-107**: 2025-2026 Mid-Biennium Amendment

    Proposed Action: Move to approve Ordinance 1309 amending the 2025-2026 biennial budget.

16. **AB25-120**: Electric Motorcycle Ordinance

    Proposed Action: First Reading of Ordinance 1315.

COMMITTEE REPORTS

Public Safety Committee:

Community Development Committee:

Parks & Public Works Committee:

17. **AB25-110**: Eastside Transportation Agreement

    Proposed Action: Move to adopt Resolution 1733 approving the Eastside Transportation Partnership Agreement.

18. **AB25-111:** Amendment of Class IV Work Crew Master Agreement with Washington State Department of Corrections

    Proposed Action: Move to adopt Resolution 1736 approving the Amendment No. 1 to the Class IV Master Work Agreement with Department of Corrections.

Finance & Administration Committee:

Committee of the Whole:

REPORTS

19. Mayor's Report
20. Commission/Committee Liaison Reports

ADJOURNMENT

Accommodation: Requests for assistance or accommodations can be arranged by contacting the City Clerk by phone at (425) 888-8016 or by e-mail at cityclerk@snoqualmiewa.gov no later than 3:00 pm the day of the meeting.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY COUNCIL REGULAR MEETING MINUTES
NOVEMBER 10, 2025

SPECIAL MEETING

CALL TO ORDER & ROLL CALL: Mayor Pro Tem Holloway called the Roundtable Meeting to order at 5:30 pm.

City Council: Councilmembers Ethan Benson, Rob Wotton, Bryan Holloway, and Catherine Cotton.

It was moved by CM Wotton, seconded by CM Benson to excuse CM Christensen's absence which passed unanimously.

It was moved by CM Wotton, seconded by CM Cotton to excuse CM's Washington and Johnson's tardiness which passed unanimously.

City Staff: Mike Chambless, City Administrator; Dena Burke, City Attorney; Deana Dean, City Clerk; Drew Bouta, Finance Director; Mike Bailey, Fire Chief; Jen Hughes, Deputy Finance Director; Janna Walker, Budget Manager; Danna McCall, Communications Coordinator (remote); and Jimmie Betts, IT Support.

AGENDA APPROVAL

It was moved by CM Wotton; seconded by CM Cotton to:
Approve the agenda.
PASSED: 4-0 (Benson, Wotton, Holloway, Cotton)

CM Johnson appeared at 5:32 pm.

SPECIAL BUSINESS

1. Closed Session pursuant to RCW 42.30.140(4)(b) for the planning or adoption of a strategy or position to be taken during the course of any collective bargaining proceedings, or reviewing the proposals made in the negotiations or proceedings.

   At 5:32 pm, Council went into Executive Session which was expected to last until 6:00 pm. Recording of the meeting paused.

   CM Washington appeared at 5:37 pm.

   At 6:00 pm, Council returned to Council Chambers and recording resumed.

2. Mid-Biennial Budget Review and Economic Update presentation provided by Finance Director Bouta. Topics covered included 2025-2026 Budget Amendments, Biennial Budget Comparison, Position Summary, 2025 Amended Budget to Actuals, Importance of Financial Forecasting, Financial Sustainability Questions, Four Financial Buckets, Economic Update: National Trends, Economic Update: Local Trends, Governmental Operating Financial Forecast, Key Uncertainties, Forecasting Key Revenues, and Balanced Budget. Council questions and comments made

throughout the presentation. Additional information provided by City Administrator Mike Chambless.

ADJOURNMENT – It was moved by CM Washington and seconded by CM Johnson to adjourn the Special Meeting which passed unanimously. The Special Meeting adjourned at 6:49 pm.

REGULAR MEETING

CALL TO ORDER: Mayor Pro Tem Holloway called the Regular Meeting to order at 7:00 pm.

City Council: Councilmembers Ethan Benson, Rob Wotton, Bryan Holloway, Louis Washington, Catherine Cotton, and Jo Johnson.

City Staff: Mike Chambless, City Administrator; Dena Burke, City Attorney; Deana Dean, City Clerk; Mike Bailey, Fire Chief; Fletcher Lacroix, IT Director; Drew Bouta, Finance Director; Mona Davis, Community and Economic Development Director; Jeff Hamlin, Parks & Public Works Director; Jen Hughes, Deputy Finance Director; Janna Walker, Budget Manager; Patrick Fry, Project Engineer; Hind Ahmed, Project Engineer; Nicole Wiebe, Community Liaison; Phil Bennett, Deputy Parks & Public Works Director; Kim Johnson, HR Manager (remote); and Jimmie Betts, IT Support.

PLEDGE OF ALLEGIANCE – The pledge of allegiance was led by CM Benson.

AGENDA APPROVAL

It was moved by CM Washington; seconded by CM Johnson to:
Approve the agenda as amended.
PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

CM Cotton commented on size of the agenda packet. Discussion followed.

It was moved by MPT Holloway, seconded by CM Washington to:
To remove AB25-089.
PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Public Hearings

3. **AB25-105**: Property Tax Levy Ordinance. Public Hearing was opened at 7:04 pm. No one wishing to speak, public hearing was closed at 7:04 pm.
4. **AB25-107**: 2025-2026 Mid-Biennium Amendment. Public Hearing was opened at 7:05 pm. No one wishing to speak, public hearing was closed at 7:05 pm.

Appointments

5. Fire Department Lieutenant Promotion and Introduction of New Volunteers. Introduction by Fire Chief Bailey. New volunteers Steven Richards and Naomi Messele were introduced as well as Lieutenant Peter O'Donnell. Mayor Pro Tem Holloway presented the helmets. Badge pinning performed by Lieutenant O'Donnell's spouse Jenny. Photos followed.

Presentations

6. Certificates of Completion: City Academy Participants. Introduction by City Administrator Chambless. Certificates presented to the participants by Mayor Pro Tem Holloway. Photos followed.

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

- Shannon Sharone, of Snoqualmie, spoke as a Board member of the Snoqualmie Valley Food Bank to food bank needs.

CONSENT AGENDA

7. Approve the City Council Meeting Minutes dated October 27, 2025.
8. Approve the Claims Report dated November 10, 2025.
9. **AB25-101**: South King County Fire Training Consortium Interlocal Agreement
10. **AB25-113**: Awarding Contract for 2025 Sidewalk Repair & Replacement Project.

It was moved by CM Washington; seconded by CM Cotton to:
Approve the consent agenda.
PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

ORDINANCES

11. **AB25-092**: Ordinance Adopting Snoqualmie School District Impact Fees for 2026. Introduction read into the record by MPT Holloway. This is the First Reading of Ordinance 1312. Additional information provided by Community and Economic Development Director Davis. Ryan Stokes from Snoqualmie Valley School District appeared remotely. Second reading and proposed adoption is scheduled for the November 24, 2025, City Council meeting.
12. **AB25-103**: Critical Areas Ordinance. Introduction read into the record by CM Washington. This is the First Reading of Ordinance 1313. Additional information provided by Director Davis. Presentation by Jeff Gray of Otak (remote). Discussion followed. Second reading and proposed adoption is scheduled for the November 24, 2025, City Council meeting.
13. **AB25-104**: Ordinance Certifying an Increase in Property Taxes. Introduction read into the record by MPT Holloway. Presentation by Budget Manager Janna Walker. This is the First Reading of Ordinance 1311. Second reading and proposed adoption is scheduled for the November 24, 2025, City Council meeting.
14. **AB25-105**: Property Tax Levy Ordinance. Introduction read into the record by MPT Holloway. This is the First Reading of Ordinance 1310. Second reading and proposed adoption is scheduled for the November 24, 2025, City Council meeting.
15. **AB25-107**: 2025-2026 Mid-Biennium Amendment. Introduction read into the record by MPT Holloway. Presentation by Budget Manager Walker. Questions followed. Additional information provided by City Attorney Burke, Fire Chief Bailey, Deputy Parks & Public Works Director Bennett, and Finance Director Bouta. This is the First Reading of Ordinance 1309. Second reading and proposed adoption is scheduled for the November 24, 2025, City Council meeting.

DRAFT

16. **AB25-095**: Ordinance Amending the Minimum Licensing Threshold for Out-of-City Businesses in SMC 5.04.015(B). Introduction read into the record by MPT Holloway.

    It was moved by MPT Holloway; seconded by CM Benson to:
    Adopt Ordinance 1308 amending the minimum licensing threshold for out-of-city businesses in SMC 5.04.0115(B).
    PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

    At 8:42 pm Council took a 5-minute recess.

    Council returned to open session at 8:47 pm and the recording resumed at 8:48 pm.

    It was moved by CM Johnson, seconded by CM Benson to:
    Amend the agenda to hear Finance & Administration Committee Reports before Public Safety Committee Reports.
    PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

COMMITTEE REPORTS

OUT OF ORDER

Finance & Administration Committee:

20. **AB25-100**: Resolution Adopting the 2025 Strategic Plan.

    It was moved by MPT Holloway, seconded by CM Washington to:
    Table AB25-100 to beginning of 2026.
    PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

21. **AB25-098**: Resolution related to Personnel Policies. Introduction read into the record by MPT Holloway.

    It was moved by MPT Holloway; seconded by CM Washington to:
    Adopt Resolution 1726 repealing all prior resolutions relating to personnel policies.
    PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

22. **AB25-096**: Resolution Adopting 2026 Salary Schedule for Non-Represented Management & Professional (M&P) Employees. Introduction read into the record by CM Holloway.

    It was moved by CM Holloway; seconded by CM Johnson to:
    Approve Resolution 1732 with a 2026 salary schedule that includes a 2.72% COLA for non-represented Management and Professional (M&P) employees.
    PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

23. **AB25-089**: Resolution Amending the Financial Management Policy. This item was removed from the agenda.

Public Safety Committee:

17. Fire Department 3rd Quarter Accreditation Report. This was an Informational only item; No discussion.

DRAFT

Community Development Committee: There was no report.

Parks & Public Works Committee:

18. **AB25-099**: Agreement for Consultant Services with Herrera for Community Based Social Marketing Campaign - National Pollutant Discharge Elimination System (NPDES). Introduction read into the record by CM Benson. Presentation by Project Engineer Patrick Fry.

    It was moved by CM Benson; seconded by CM Washington to:
    Approve Agreement for Consultant Services with Herrera Environmental Consultants for the Community Based Social Marketing Campaign.
    PASSED: 5-1 (Benson, Wotton, Washington, Cotton, Johnson) (Nay: Holloway)

    It was moved by CM Benson, seconded by CM Cotton to:
    Modify motion to pursue Option 1 level.
    PASSED: 4-2 (Benson, Washington, Cotton, Johnson) (Nay: Holloway, Wotton)

19. **AB25-102**: Application for Exemption from SMC 9.36.020 – WSDOT. Introduction read into the record by CM Benson. Additional information provided by Project Engineer Hind Ahmed. Discussion followed.

    It was moved by CM Benson; seconded by CM Washington to:
    Approve the exemption with conditions as explained in the Analysis.
    PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

Committee of the Whole

REPORTS

24. Mayor's Report. There was no report.

25. Commission/Committee Liaison Reports. There was no report.

26. Department Reports for October 2025. Reports were included in the agenda packet.

ADJOURNMENT

It was moved by CM Washington; seconded by CM Benson to:
Adjourn the meeting.
PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Cotton, Johnson)

The meeting was adjourned at 9:20 pm.

CITY OF SNOQUALMIE

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

DRAFT

Finance Department

Drew Bouta, Director of Finance
38624 SE River St. | PO Box 987
Snoqualmie, Washington 98065
(425) 888-1555 | dbouta@snoqualmiewa.gov

To: **City Council**
Finance & Administration Committee

From: **Drew Bouta, Director of Finance**

Date: **November 24, 2025**

Subject: **CLAIMS REPORT**
Approval of payments for the period: October 7, 2025, through November 6, 2025

BACKGROUND

Per RCW 42.24.080, all claims presented against the city by persons furnishing materials, rendering services, or performing labor must be certified by the appropriate official to ensure that the materials have been furnished, the services rendered, or the labor performed as described, and that the claims are just, due, and unpaid obligations against the city, before payment can be made. Expedited processing of the payment of claims when certain conditions have been met allows for the payment of claims before the legislative body has acted to approve the claims when: (1) the appropriate officers have furnished official bonds; (2) the legislative body has adopted policies that implement effective internal control; (3) the legislative body has provided for review of the documentation supporting the claims within a month of issuance; and (4) that if claims are disapproved, they shall be recognized as receivables and diligently pursued. The City of Snoqualmie meets all requirements of this state law.

Pursuant to Snoqualmie Municipal Code (SMC) Chapter 3.85, all Claims, Demands and Vouchers against the city, provides that the Finance Director or her designee will examine all claims prior to payment and provide periodic reporting of the payments to the City Council for final approval. Per SMC 3.85.040, to meet these requirements, the Finance Director schedules payment of claims and payroll for monthly Finance & Administration Committee review followed by full City Council approval on the consent agenda. Per SMC 3.85.050, documentation supporting claims paid and the Finance Director's written report are made available to all city council members at City Hall for 48 hours prior to the Finance & Administration Committee meeting. Following the 48-hour review period, the Finance & Administration Committee considers the claims as part of its regular agenda and recommends to the full city council whether to approve or disapprove the claims. Consistent with these requirements, this report seeks City Council approval of payment of claims and payroll batches summarized in the table below.

ANALYSIS

All payments made during these periods were found to be valid claims against the city. The City's internal controls include certification of the validity of all expenditures by the appropriate department and an internal audit conducted by designated finance department staff who review all claims and payroll payments. Staff performs system validation and exception reviews to validate payroll records. The Finance Director performs a random sampling review of supporting documentation for claims payments to ensure validity, as well as regularly reviews its processes to ensure appropriate internal controls are in place. The City issues disbursements for claims and payroll via the following methods:

- Warrant: paper negotiable instruments, very much like, although legally distinct from, checks
- Commercial Credit Card: as authorized by Financial Management Policy
- Electronic Funds Transfer (EFT). EFTs are electronic banking transactions (no paper instrument) of two basic types: (1) Automated Clearing House (ACH) for Electronic Fund Transfer (EFT) and (2) Wire Transfers a direct transfer between bank accounts

The following table summarizes the claims and payments authorized by the Finance Director:
The foregoing amounts were budgeted in the 2025-2026 biennial budget, and sufficient funds are available to cover these payments, as appropriate. Details pertaining to the individual vendor payments are available in documentation provided for the Finance & Administration Committee and subsequent City Council review by accessing the following link on the city website: Claims Report

CITY OF SNOQUALMIE
Disbursements for Council Approval
Claims, Payroll and Miscellaneous

CLAIMS

	Warrants			ACH		
Date	From #	Thru #	Amount	Qty	Amount	CLAIMS TOTAL
10/7/2025	86025	86030	$ 9,168.74			9,168.74
10/7/2025	2025163	2025171		9	$ 433,923.83	433,923.83
10/30/2025	85955	85996	$ 687,674.23			687,674.23
11/5/2025	85997	85998	$ 28,745.73			28,745.73
11/6/2025	85999	86024	$ 155,090.37			155,090.37
						-
						-
						-
						-
						-
						-
			Grand Total			1,314,602.90

MISCELLANEOUS DISBURSEMENTS

Date	Description	ACH Amount	Wire Amount	MISC TOTAL
11/3/2025	Merchant Card Fees - Fiserv Merchant	$ 123.83		$ 123.83
11/3/2025	Merchant Card Fees - PayConex	$ 172.19		$ 172.19
11/3/2025	Merchant Card Fees - Bankcard (Elavon)	$ 11,019.64		$ 11,019.64
11/4/2025	Merchant Card Fees - Tyler Munis	$ 81.05		$ 81.05
11/4/2025	Navia Benefits Solutions	$ 4,193.54		$ 4,193.54
11/5/2025	Merchant Card Fees - American Express	$ 1,825.68		$ 1,825.68
				$ -
			Grand Total	17,415.93

PAYROLL

	Warrants			ACH		
Date	From #	Thru #	Amount	Qty	Amount	PAYROLL TOTAL
10/16/2025 - 10/31/2025				111	$ 391,747.53	391,747.53
						-
						-
						-
						-
			Grand Total			391,747.53

Total **1,723,766.36**

The following claims and payments were objected to by Finance Director: **NONE**
(Itemize claims/demands amounts and circumstances, and summarize reasons for objection]

I, the undersigned, do hereby certify under penalty of perjury that the claims and payroll warrant and/or checks itemized above were issued to pay just, due, and unpaid obligations of the City of Snoqualmie for materials furnished, services rendered, or labor performed, and that I am authorized to authenticate and certify the foregoing.

Drew Bouta, Director of Finance — Date: 11/13/25

FINANCE & ADMINISTRATION COMMITTEE RECOMMENDATION: Approve / Not Approve

City of Snoqualmie
Claims presented to the City to be paid in the amount of $9,168.74
For claims warrants numbered 86025 through 86030 & dated 10/7/2025

Dimartino	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	INV	P	472.50	86025	Payroll 10/7/2025	Life/AD&D- Fire	10/7/2025	10/7/2025
IAFF - Political	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	INV	P	4.18	86026	Payroll 10/7/2025	IAFF Payroll Contribution	10/7/2025	10/7/2025
IAFF Local 1762	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	INV	P	5,039.06	86027	Payroll 10/7/2025	Fire Dues- September 2025	10/7/2025	10/7/2025
SNOQ POLICE ASSN	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	INV	P	1,600.00	86028	Payroll 10/7/2025	Police Dues- September	10/7/2025	10/7/2025
WSCFF	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	INV	P	1,125.00	86029	Payroll 10/7/2025	Medical Expense Reimb. Program- Fire	10/7/2025	10/7/2025
WSPMT	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	INV	P	928.00	86030	Payroll 10/7/2025	Long Term Disability- Police	10/7/2025	10/7/2025

City of Snoqualmie
Claims presented to the City to be paid in the amount of $433,923.83
For claims warrants numbered 2025163 through 2025171 & dated 10/7/2025

AWC Benefits	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	DIR	P	167,467.95	2025163	Payroll 10/7/2025	Health/Disab Benefis	10/7/2025	10/7/2025
DSHS	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	DIR	P	500.00	2025164	Payroll 10/7/2025	Child Support	10/7/2025	10/7/2025
Voya	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	DIR	P	225.00	2025165	Payroll 10/7/2025	Deferred Compensation Program	10/7/2025	10/7/2025
ICMA - Mission Sq	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	DIR	P	5,963.12	2025166	Payroll 10/7/2025	Deferred Compensation Program	10/7/2025	10/7/2025
AFLAC	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	DIR	P	78.13	2025167	Payroll 10/7/2025	Aflac insurance	10/7/2025	10/7/2025
DRS	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	DIR	P	90,510.68	2025168	Payroll 10/7/2025	DRS Pension//Deferred Compensation Program	10/7/2025	10/7/2025
NWFFT Trust	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	DIR	P	35,557.17	2025169	Payroll 10/7/2025	Health Benefits- Fire	10/7/2025	10/7/2025
NAVIA AP	634.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	DIR	P	416.67	2025170	Payroll 10/7/2025	Flexible Spending Account	10/7/2025	10/7/2025
EFTPS	631.00.000.23150.231500.	Undistributed Payroll Deductns	2025	10	DIR	P	133,205.11	2025171	Payroll 10/7/2025	IRS Tax Deposit	10/7/2025	10/7/2025

City of Snoqualmie
Claims presented to the City to be paid in the amount of $687,674.23
For claims warrants numbered 85955 through 85996 & dated 10/30/2025

VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE	FULL DESC	INVOICE DATE	CHECK DATE
A & H Embroidery	001.15.034.55850.523100.	Clothing Allowance	2025	10	INV	P	210.31	85955	19902	Clothing Order For Teamsters Employees	9/15/2025	10/30/2025
A & H Embroidery	001.06.007.51423.523100.	Clothing Allowance	2025	10	INV	P	330.53	85955	19902	Clothing Order For Teamsters Employees	9/15/2025	10/30/2025
A & H Embroidery	001.14.031.55860.523100.	Clothing Allowance	2025	10	INV	P	178.44	85955	19902	Clothing Order For Teamsters Employees	9/15/2025	10/30/2025
A & H Embroidery	001.16.035.54230.523100.	Clothing Allowance	2025	10	INV	P	73.12	85955	19902	Clothing Order For Teamsters Employees	9/15/2025	10/30/2025
A & H Embroidery	401.18.037.53481.523100.	Clothing Allowance	2025	10	INV	P	32.49	85955	19902	Clothing Order For Teamsters Employees	9/15/2025	10/30/2025
A & H Embroidery	402.20.040.53580.523100.	Clothing Allowance	2025	10	INV	P	32.49	85955	19902	Clothing Order For Teamsters Employees	9/15/2025	10/30/2025
A & H Embroidery	403.22.050.53130.523100.	Clothing Allowance	2025	10	INV	P	16.25	85955	19902	Clothing Order For Teamsters Employees	9/15/2025	10/30/2025
A & H Embroidery	502.11.020.51888.523100.	Clothing Allowance	2025	10	INV	P	843.85	85955	19902	Clothing Order For Teamsters Employees	9/15/2025	10/30/2025
A & H Embroidery	510.24.053.51820.523100.	Clothing Allowance	2025	10	INV	P	8.14	85955	19902	Clothing Order For Teamsters Employees	9/15/2025	10/30/2025
BAINA	402.20.040.53580.548000.	Repair & Maintenance Services	2025	10	INV	P	3,481.60	85956	1256	Casino Tribal Sampling Pass Through	10/3/2025	10/30/2025
CENLINK	502.11.020.51888.542000.	Telephone/Cable Services	2025	10	INV	P	701.26	85957	300575004 9/25	Snoqualmie Police land lines - 9/20-10/19/25	9/20/2025	10/30/2025
Central Welding	001.09.014.52220.531910.	Operating Supplies	2025	10	INV	P	166.91	85958	0002501803	Oxygen USP Gas/Hazmat charge	9/30/2025	10/30/2025
Chinook Lumber	402.20.040.53580.531300.	Repair & Maintenance Supplies	2025	10	INV	P	225.50	85959	2147607	Roof Repair Supplies	9/18/2025	10/30/2025
COS	001.09.014.52250.547300.	Water - Sewer - Stormwater	2025	10	INV	P	948.41	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	001.13.000.51820.547300.	Water - Sewer - Stormwater	2025	10	INV	P	90.51	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	001.12.028.57680.547300.	Water - Sewer - Stormwater	2025	10	INV	P	44,895.45	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	001.08.009.52150.547300.	Water - Sewer - Stormwater	2025	10	INV	P	1,174.54	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	001.16.035.54230.547300.	Water - Sewer - Stormwater	2025	10	INV	P	7,292.63	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	001.16.035.54270.547300.	Water - Sewer - Stormwater	2025	10	INV	P	294.14	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	401.18.037.53481.547300.	Water - Sewer - Stormwater	2025	10	INV	P	964.82	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	401.19.039.53935.547300.	Water - Sewer - Stormwater	2025	10	INV	P	49,092.31	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	402.20.040.53580.547300.	Water - Sewer - Stormwater	2025	10	INV	P	12,590.93	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	403.22.050.53130.547300.	Water - Sewer - Stormwater	2025	10	INV	P	5,804.34	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
COS	510.24.053.51820.547300.	Water - Sewer - Stormwater	2025	10	INV	P	6,774.92	85960	9/25 COS UB	City of Snoqualmie Utility Bills	10/6/2025	10/30/2025
CRESSY	510.24.053.51820.548000.	Repair & Maintenance Services	2025	10	INV	P	630.63	85961	211698	Bay door repair public works Door 1 and Door 2	9/29/2025	10/30/2025
CTV	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	10	INV	P	55.69	85962	B410029	Sheet Metal screws and drills	8/28/2025	10/30/2025
CTV	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	10	INV	P	21.28	85962	B410499	Batteries	9/7/2025	10/30/2025
CTV	001.16.035.54230.531300.	Repair & Maintenance Supplies	2025	10	INV	P	7.86	85962	B410621	Hex Nut Box	9/10/2025	10/30/2025
CTV	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	10	INV	P	602.52	85962	B410655	(24) Gal Muriatic Repl Acid	9/11/2025	10/30/2025
CTV	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	10	INV	P	6.41	85962	B411249	Paint Brushes	9/22/2025	10/30/2025

CTV	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	10	INV	P	69.82	85962	B410601	Tire Tub, Flex Coupling, AP Cleaner	9/10/2025	10/30/2025
CTV	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	10	CRM	P	-15.29	85962	B410661	Return of Tire Tube	9/11/2025	10/30/2025
DAVDOOR	001.12.028.57680.548000.	Repair & Maintenance Services	2025	10	INV	P	1,603.44	85963	INV0017383	Deadbolt replaced-Chase Door at Fisher Ck Park	10/7/2025	10/30/2025
Evergreen Courier LL	402.20.040.53585.542300.	Postage & Freight	2025	10	INV	P	114.00	85964	000372	courier samples to lab	10/6/2025	10/30/2025
FIREPENNY	001.09.014.59422.564000.	Machinery & Equipment	2025	10	INV	P	390.93	85965	92471	ATI Armored Reel Booster Hose for Brush Truck	10/9/2025	10/30/2025
GRTFLOOR	510.24.053.51820.548000.	Repair & Maintenance Services	2025	10	INV	P	9,820.00	85966	311785-202	Yearly carpet steam clean City Hall, Police & FD	9/25/2025	10/30/2025
HD Fowler	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	10	INV	P	4,243.36	85967	I7152572	Meter boxes, parts for tap on Silva	10/10/2025	10/30/2025
IMC	001.13.117.51250.541115.	Municipal Court Services-Costs	2025	10	INV	P	6,800.75	85968	SQL Sept 2025	Snoqualmie court filings - September 2025	10/8/2025	10/30/2025
K&L Gates	001.04.004.51541.541100.	Outside Legal Services - Gen	2025	10	INV	P	4,373.49	85969	100226280	Snoqualmie Tribe Agreements-thru 9/30/25	10/3/2025	10/30/2025
KSI	001.08.009.52110.541000.	Professional Svcs - General	2025	10	INV	P	417.14	85970	622654	Repair of Pro Laser 4 Radar Unit	10/6/2025	10/30/2025
LLS	001.08.009.52122.541000.	Professional Svcs - General	2025	10	INV	P	45.81	85971	11723613	SNO/NB PD interpretation services - September 2025	9/30/2025	10/30/2025
LLS	014.08.012.52122.541000.	Professional Svcs - General	2025	10	INV	P	34.55	85971	11723613	SNO/NB PD interpretation services - September 2025	9/30/2025	10/30/2025
Minuteman Press	001.28.065.57390.549300.	Printing	2025	10	INV	P	790.68	85972	96114	October 2025 UB Inserts - Halloween	10/9/2025	10/30/2025
Minuteman Press	001.07.008.55720.549300.	Printing	2025	10	INV	P	790.68	85972	96115	October 2025 UB Inserts-Notify Me	10/9/2025	10/30/2025
MONROECC	403.22.050.53130.548000.	Repair & Maintenance Services	2025	10	INV	P	982.24	85973	MCC2508.0130	SW Pond Vegetation Maint, Trail Maint, Fence Repai	9/12/2025	10/30/2025
NHTS	001.09.014.52250.548000.	Repair & Maintenance Services	2025	10	INV	P	3,755.75	85974	52066	2025 Fire Hose Testing	9/26/2025	10/30/2025
PRE-EMPL	001.03.003.51810.541000.	Professional Svcs - General	2025	10	INV	P	15.65	85975	393104	Background check for 1 new hire	9/30/2025	10/30/2025
PROSPECT	417.13.457.59435.563000.	Class A Res & Pump Sta - Const	2025	10	INV	P	458,420.11	85976	Pay Est. #4 - Reclm	Mobilization,TESC/dewatering,Res Foundation,piping	8/31/2025	10/30/2025
PSE	001.08.009.52150.547100.	Electricity	2025	10	INV	P	1,966.35	85977	002083 9/25 #2	Account 300000002083	9/25/2025	10/30/2025
PSRFA	501.23.051.54868.548000.	Repair & Maintenance Services	2025	10	INV	P	2,707.56	85978	16325	Fire Apparatus Repair & Service #602 Crimson Truck	9/18/2025	10/30/2025
Puget Sound Emergenc	001.09.014.52250.542100.	Radio Communication Services	2025	10	INV	P	3,322.80	85979	2515	Q4 2025 Fire Public Safety Radios	10/1/2025	10/30/2025
RTA	501.23.051.54868.531820.	Info Tech Components	2025	10	INV	P	9,533.16	85980	70518	Fleet Software update - V 7.2 no longer support	10/9/2025	10/30/2025
SNAP-ON TOOLS	501.23.051.54868.535900.	Small Tools & Equipment	2025	10	INV	P	798.68	85981	ARV/65733687	Tire pressure monitor sensor relearn tool w/ wand	9/10/2025	10/30/2025
SNAP-ON TOOLS	501.23.051.54868.535900.	Small Tools & Equipment	2025	10	INV	P	352.15	85981	ARV/65780320	Tire pressure monitor sensor relearn tool	9/15/2025	10/30/2025
STORMLK	403.22.030.53190.531300.	Repair & Maintenance Supplies	2025	10	INV	P	2,311.49	85982	25-698	Plants for Green Snoqualmie Day at Park Street	10/3/2025	10/30/2025
Trailer Boss	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	10	INV	P	19,999.63	85983	269852	ER&R replacement asset #421 Equip. Trailer	10/7/2025	10/30/2025
TRANSU	001.08.009.52110.549200.	Dues-Subscriptions-Memberships	2025	10	INV	P	163.80	85984	944321-202509-1	Credit Check-TruLookup Search 9/1-9/30/25	10/1/2025	10/30/2025
TUSCAN	501.23.051.54868.548940.	Property Damage Repairs	2025	10	INV	P	627.90	85985	930889	#109 vs. elk accident repair graphics and install	10/6/2025	10/30/2025
TWINSTAR	001.08.009.52122.541000.	Professional Svcs - General	2025	10	INV	P	343.98	85986	114	SNO/NB PD vehicle car washes 7/1-7/31/2025	10/2/2025	10/30/2025
TWINSTAR	014.08.012.52110.541000.	Professional Svcs - General	2025	10	INV	P	343.98	85986	114	SNO/NB PD vehicle car washes 7/1-7/31/2025	10/2/2025	10/30/2025
UFS/BART	403.22.030.53190.541000.	Professional Svcs - General	2025	10	INV	P	1,020.00	85987	2025-1676	Level 3 laboratory shipping and analysis 5/13/25	5/23/2025	10/30/2025
UNITEDSI	403.22.050.53130.548000.	Repair & Maintenance Services	2025	10	INV	P	204.00	85988	INV-5637638	Portable Toilet Service for DOC Operations-9/25	9/30/2025	10/30/2025
URNW	401.18.037.53481.545100.	Rent - Shop Equipment	2025	10	INV	P	1,146.60	85989	235589951-017	Ford 4x4 XL Crew truck rental 9/17-10/15/25	10/4/2025	10/30/2025
USFIRE	001.09.014.52220.531051.	Personal Protective Equipment	2025	10	INV	P	501.02	85990	BD6217	Phenix Fire Helmet	10/3/2025	10/30/2025
VALLEYD	001.13.117.51591.541111.	Public Defender Services	2025	10	INV	P	6,650.00	85991	Sept-2025	Public defense services - Snoqualmie cases - 09/25	10/3/2025	10/30/2025
Water Mgmt Labs	401.18.037.53481.541000.	Professional Svcs - General	2025	10	INV	P	66.00	85992	232298	Investigative bacteria samples-hospital main tiein	9/26/2025	10/30/2025
WESTPAY	001.08.009.52110.549200.	Dues-Subscriptions-Memberships	2025	10	INV	P	250.30	85993	852617872	Clear research database 9/1-9/30/25	10/1/2025	10/30/2025
WLACE	403.22.050.53130.531300.	Repair & Maintenance Supplies	2025	10	INV	P	5.44	85994	15316358	Brush for SW Facility Project	9/30/2025	10/30/2025
WSP BF	633.13.000.58930.589305.	Concealed Pistol License Remit	2025	10	INV	P	132.00	85995	I2601553	Fingerprinting background checks - SEPTEMBER 2025	10/1/2025	10/30/2025
TEAMSTERS Local Union	631.00.000.23150.231500	Undistributed Payroll Deductns	2025	10	INV	P	5,026.00	85996	09/22/25 PR	Teamsters Dues - September	9/22/2025	10/30/2025

City of Snoqualmie
Claims presented to the City to be paid in the amount of $28,745.73
For claims warrants numbered 85997 through 85998 & dated 11/5/2025

DOE	417.13.423.59434.541070.	Source of Supply - Studies & I	2025	10	INV	P	9,281.25	85997	CRA 9UH6	Deposit-Cost ReimburseAgreement w/ Dept of Ecology	10/27/2025	11/5/2025
Ferguson Water Works	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	10	INV	P	727.13	85998	0078592	Meters	6/5/2025	11/5/2025
Ferguson Water Works	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	10	INV	P	518.11	85998	0082568	4" Meter Register	6/5/2025	11/5/2025
Ferguson Water Works	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	10	INV	P	5,805.82	85998	0095902-1	3/4" meters	10/20/2025	11/5/2025
Ferguson Water Works	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	10	INV	P	7,076.82	85998	0095902-2	2" meters	10/22/2025	11/5/2025
Ferguson Water Works	401.18.037.53481.531300.	Repair & Maintenance Supplies	2025	10	INV	P	5,336.60	85998	0099785	1.5"registers and 2"registers	10/17/2025	11/5/2025

City of Snoqualmie
Claims presented to the City to be paid in the amount of $155,090.37
For claims warrants numbered 85999 through 86024 & dated 11/6/2025

911 SUPP	014.08.012.52122.531050.	Uniforms & Protective Gear	2025	10	INV	P	362.87	85999	INV-2-56145	C. Hendricks name external carrier & PD name plate	10/8/2025	11/6/2025
AM TEST	402.20.040.53585.541000.	Professional Svcs - General	2025	10	INV	P	1,740.00	86000	A25J0005	Third party lab testing	10/1/2025	11/6/2025
Cat WK PL	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	10	INV	P	108.62	86001	332093	Knoll office desk repair city hall work station	10/17/2025	11/6/2025
COI	001.08.009.52360.541502.	Jail Services - Issaquah	2025	10	INV	P	23,654.25	86002	25000335	Issq Jail-booking, housing Snoq inmates - June2025	7/30/2025	11/6/2025

COI	001.08.009.52360.541502.	Jail Services - Issaquah	2025	10	INV	P	24,508.35	86002	25000417	Issq Jail-Booking, housing Snoq inmates - July2025	9/25/2025	11/6/2025
COI	001.08.009.52360.541502.	Jail Services - Issaquah	2025	10	INV	P	24,224.91	86002	25000454	Issq Jail-Booking, housing Snoq inmates - Aug 2025	10/17/2025	11/6/2025
COI	001.08.009.52360.541502.	Jail Services - Issaquah	2025	10	INV	P	23,542.44	86002	25000462	Issq Jail-Booking, housing Snoq inmates - Sept2025	10/18/2025	11/6/2025
COMCAST	502.11.020.51888.542200.	INET Internet Network Services	2025	10	INV	P	426.22	86003	0559927-10-25	Secondary internet service	10/11/2025	11/6/2025
Evergreen Courier LL	402.20.040.53585.542300.	Postage & Freight	2025	10	INV	P	114.00	86004	000369	Courier service of sample to lab	9/29/2025	11/6/2025
FCI	501.23.052.59448.564000.	Fleet Vehicles & Equipment	2025	10	INV	P	1,554.68	86005	18717	Vhf radio, lights & console install #455	10/22/2025	11/6/2025
Gateway Controls	402.20.040.53580.548000.	Repair & Maintenance Services	2025	10	INV	P	3,151.62	86006	2026322	Repair safety device on entry gate	10/1/2025	11/6/2025
GRAINGER	402.20.040.53580.531910.	Operating Supplies	2025	10	INV	P	209.20	86007	9649877074	Clip boards	9/22/2025	11/6/2025
HD Supply Facil Main	510.24.053.51820.531300.	Repair & Maintenance Supplies	2025	10	INV	P	29.79	86008	9241925929	Facility parts & supplies cabinet lock replace	10/10/2025	11/6/2025
HD Supply Facil Main	510.24.053.51820.531340.	Custodial & Cleaning Supplies	2025	10	INV	P	143.62	86008	9241925928	Bathroom air freshener refills City hall	10/10/2025	11/6/2025
KC 710	001.16.035.54230.548000.	Repair & Maintenance Services	2025	10	INV	P	148.00	86009	144874-144882	Traffic signal maintenance	9/30/2025	11/6/2025
KC 710	001.16.035.54264.548000.	Traffic Signal Maintenance	2025	10	INV	P	4,726.47	86009	144874-144882	Traffic signal maintenance	9/30/2025	11/6/2025
KING COUNTY	001.12.028.57680.544400.	Taxes & Assessments	2025	10	INV	P	3.22	86010	KC Tax 2025-2	KC property tax 2025	5/8/2025	11/6/2025
KING COUNTY	401.13.000.53481.544400.	Taxes & Assessments	2025	10	INV	P	3.22	86010	KC Tax 2025-2	KC property tax 2025	5/8/2025	11/6/2025
KING COUNTY	402.13.000.53580.544400.	Taxes & Assessments	2025	10	INV	P	3.21	86010	KC Tax 2025-2	KC property tax 2025	5/8/2025	11/6/2025
Kissler	402.20.040.53580.548000.	Repair & Maintenance Services	2025	10	INV	P	2,296.47	86011	11814	Biosolids hauling	9/11/2025	11/6/2025
Kissler	402.20.040.53580.548000.	Repair & Maintenance Services	2025	10	INV	P	2,004.33	86011	11834	Biosolids hauling	9/23/2025	11/6/2025
LAI	001.09.014.52220.531912.	EMS Supplies & Equipment	2025	10	INV	P	387.39	86012	1647529	First aide EMS supplies	10/15/2025	11/6/2025
LAI	001.09.014.52220.531912.	EMS Supplies & Equipment	2025	10	INV	P	110.88	86012	1647681	Navy blue gait belt w/nickel buckle	10/16/2025	11/6/2025
LEVEL3	502.11.020.51888.542000.	Telephone/Cable Services	2025	10	INV	P	2,407.38	86013	756240632	Monthly telephone service	10/1/2025	11/6/2025
MADRONA	001.04.004.51541.541100.	Outside Legal Services - Gen	2025	10	INV	P	118.50	86014	13254	AT&T franchise (services)	10/8/2025	11/6/2025
PACIFICA	001.04.004.51541.541100.	Outside Legal Services - Gen	2025	10	INV	P	2,116.50	86015	100962	Ladder Properties code enforcement	9/16/2025	11/6/2025
PSRFA	501.23.051.54868.548000.	Repair & Maintenance Services	2025	10	INV	P	740.26	86016	16577	Fire apparatus repair, truck upfit, radios	10/2/2025	11/6/2025
PSTEST	001.08.009.52110.549200.	Dues-Subscriptions-Memberships	2025	10	INV	P	232.00	86017	PST25-1206	Subscription fees - Q3	10/9/2025	11/6/2025
RH2	402.20.019.53510.541000.	Professional Svcs - General	2025	10	INV	P	8,386.35	86018	101895	Operational Support	6/18/2025	11/6/2025
RH2	402.20.019.53510.541000.	Professional Svcs - General	2025	10	INV	P	8,653.30	86018	103301	Operational Support	9/22/2025	11/6/2025
SCORE	001.08.009.52360.541504.	Jail Services - SCORE	2025	10	INV	P	4,902.91	86019	8953	Booking, housing Snoqualmie inmates September 2025	10/10/2025	11/6/2025
ST AUDITOR	001.06.007.51423.541091.	State Auditor Services	2025	10	INV	P	9,660.50	86020	L170856	FY2022-2023 Audit services - September 2025	10/9/2025	11/6/2025
SUMMIT LAW	001.03.003.51810.541120.	Legal Finance Consulting Svcs	2025	10	INV	P	287.00	86021	167169	Employment advice	10/16/2025	11/6/2025
SUMMIT LAW	001.04.004.51541.541100.	Outside Legal Services - Gen	2025	10	INV	P	1,570.60	86021	167170	IAFF Negotiations	10/16/2025	11/6/2025
TODDSTOW	001.08.009.52122.541000.	Professional Svcs - General	2025	10	INV	P	409.13	86022	50622	Evidence impound - 2005 Silver Honda Accord	10/6/2025	11/6/2025
USFIRE	001.09.014.52220.531051.	Personal Protective Equipment	2025	10	INV	P	502.56	86023	B06241	Phenix fire helmet, freight parts	10/16/2025	11/6/2025
WCIA	501.00.000.39520.395200.	Insurance Recovery-Asset Loss	2025	10	INV	P	1,649.62	86024	WCIA25-1304	Subrogation Less Deductible	10/16/2025	11/6/2025

CITY OF SNOQUALMIE

ADVICE REGISTER - SEMI MONTH

WARRANT: 251107 From: 10/16/2025 To: 10/31/2025

NAME	CHK #	NET PAY
AHMED, HIND	000002325	4,472.47
BACHER, ANNE M	000002326	3,243.15
BAILEY, MICHAEL	000002327	5,823.31
BARNET, RYAN	000002328	4,824.35
BATTLES, JASON	000002329	5,188.91
BEACH, LYLE	000002330	4,069.27
BEINNER, MARY	000002331	300.66
BENNETT, PHILIP	000002332	4,935.32
BENSON, ETHAN	000002333	494.88
BETTS, JIMMIE L	000002334	3,186.79
BLACK, MELINDA	000002335	3,612.72
BOSTICK, MAX	000002336	4,110.11
BOUTA, ANDREW	000002337	4,941.85
BROWN, CHRIS E	000002338	4,411.03
BRUMFIELD, SAMANTHA	000002339	3,061.77
BUELNA, REBECCA	000002340	3,162.02
BUERGI, DANIEL R	000002341	4,117.20
BURKE, DENA	000002342	5,245.09
BYRD, TYLER D	000002343	3,169.62
CHAMBLESS, MICHAEL	000002344	7,095.09
CHRISTENSEN, CARA	000002345	498.03
COOPER, JOHN	000002346	3,915.06
COTTON, CATHERINE	000002347	494.88
DALY, MICHELLE R	000002348	3,150.96
DALZIEL, RYAN A	000002349	3,501.88
DAVIS, RAMONA	000002350	4,711.93
DEAN, DEANA L	000002351	4,224.95
DEWAR, MILES Z	000002352	2,555.32
DUDDLES, MARTHA J	000002353	2,715.44
ECKER, BRENDON J	000002354	2,770.04
FAVRO, KRISTEN	000002355	318.89
FLORIDA, HEATHER K	000002356	2,944.82
FOUTS, JACOB T	000002357	4,029.38
FRY, PATRICK	000002358	4,952.54
GAMBLE, DYLAN A	000002359	3,121.19
GEORGE, JASON A	000002360	5,957.45
HALBERT, KEVIN F	000002361	3,414.58
HAMLIN, JEFFREY T	000002362	5,866.50
HARRIS, DONALD I	000002363	4,489.16
HAWK, DALTON J	000002364	3,193.30
HEATH, GREGORY Q	000002365	2,995.05
HEBEL, RICHARD	000002366	3,107.39
HEDGER, MATTHEW	000002367	5,901.31
HENDERSON, KYLA A	000002368	3,449.23
HENDRICKS, CORY D	000002369	4,121.03
HOLLOWAY, BRYAN	000002370	544.99
HOLMES, THOMAS E	000002371	8,232.80
HOREJSI, GARY W	000002372	4,209.53
HOYLA, KOBE R	000002373	3,377.34
HSING, CHRISTOPHER	000002374	2,447.78
HUGHES, JENNIFER L	000002375	3,706.29
IVERSON, CHRISTINE L	000002376	2,364.01
JOHNSON, JOLYON M	000002377	494.88

CITY OF SNOQUALMIE

ADVICE REGISTER - SEMI MONTH

WARRANT: 251107 From: 10/16/2025 To: 10/31/2025

NAME	CHK #	NET PAY
JOHNSON, KIMBERLY G	000002378	3,921.60
JONGEKRYG, ANDREW P	000002379	2,884.73
KNOWLES, KENNETH	000002380	3,603.78
LACROIX, LAFLECHE	000002381	4,585.66
LATHAM, ANDREW F	000002382	3,486.51
LATHROP, NICHOLAS S	000002383	2,162.75
LEMOINE, BLAKE S	000002384	2,685.97
LIEBETRAU, MICHAEL K	000002385	2,628.28
LOEHNDORF, SCOTT A	000002386	3,100.27
MACVICAR, NEIL S	000002387	3,137.35
MAINSTONE, BRIAN R	000002388	3,568.93
MARKWARDT, KYLE C	000002389	3,417.24
MCCALL, DANNA M	000002390	3,652.20
MEADOWS, JOSEPH R	000002391	4,291.04
MENDOZA-MARTINEZ, SUZETTE Y	000002392	1,481.07
MILLER, MATTHEW L	000002393	5,154.28
MOATE, DANIEL W	000002394	4,912.34
NEAL, RYAN T	000002395	3,841.97
NITSCH, DAVID J	000002396	318.88
O'DONNELL, PETER A	000002397	2,979.44
O'NEIL, KERRY K	000002398	3,038.24
OCEGUEDA, JUAN M	000002399	3,302.46
OROZCO, JORGE	000002400	3,137.74
ORRE, ASHLEY K	000002401	2,429.85
OWENS, JACK T	000002402	2,930.41
PARKER, BENJAMIN T	000002403	4,007.37
PETER, MICHAEL H	000002404	4,845.40
PHAM, THAI Q	000002405	3,406.31
QUADE, JOAN E	000002406	2,774.73
RAMOS, DAMIAN	000002407	3,225.07
RASMUSSEN, ERIK R	000002408	4,767.83
REN, JUSTIN K	000002409	3,389.51
ROBLES, STEVEN A	000002410	2,971.05
ROSS, KATHERINE G	000002411	2,197.53
SANDIN, KEVIN	000002412	2,822.17
SCHANNAUER, WYATT	000002413	3,421.93
SCHUMANN, ZACHARY J	000002414	3,204.94
SHINN, TODD	000002415	4,193.36
SMITH, CHASE A	000002416	5,513.30
SNYDER, KEVIN S	000002417	4,471.80
SPEARS, JOSEPH E	000002418	4,113.57
STEWART, JAKE R	000002419	2,426.63
THRALL, ROBERT J	000002420	2,730.48
TOZIER, THERESA M	000002421	3,265.46
TREPTOW, ILYSE	000002422	3,706.36
TYE, SHERRI	000002423	3,048.55
VINING, ANDREW E	000002424	4,216.69
VLADIS, DMITRIY	000002425	6,850.10
WALKER, JANNA L	000002426	3,574.59
WASHINGTON, LOUIS R	000002427	394.88
WEISS, JASON A	000002428	6,810.41
WERRE, CHRISTOPHER T	000002429	5,462.97
WEST, MATTHEW A	000002430	4,754.27

CITY OF SNOQUALMIE

ADVICE REGISTER - SEMI MONTH

WARRANT: 251107 From: 10/16/2025 To: 10/31/2025

[redacted]	NAME	CHK #	NET PAY
	WESTMAN, JESSE	000002431	3,676.59
	WIEBE, NICOLE H	000002432	2,837.22
	WILSON, CHRISTOPHER A	000002433	3,126.26
	WOLFE, ALBERT R	000002434	3,298.79
	WOTTON, ROBERT	000002435	344.88
	Total Deposits: 111		391,747.53

** END OF REPORT - Generated by Ilyse Treptow **

Council Agenda Bill

AB Number

AB25-109

Agenda Bill Information

Title *

Appointment of Municipal Court Judge

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

11/24/2025

Staff Member

Deana Dean

Department *

Administration

Committee

Finance and Administration

Committee Date

11/18/2025

Exhibits

Packet Attachments - if any

x1 Oath of Office - Judge Stewart 2022-2025.pdf	476.36KB
x2 Issaquah AB 9076.pdf	310.74KB

Summary

Introduction *

Brief summary.

This agenda bill requests City Council confirmation of the appointment of N. Scott Stewart as Judge of the Snoqualmie Municipal Court.

Proposed Motion

Move to confirm the appointment of Judge Stewart as Snoqualmie's Municipal Court Judge with appointment expiring December 31, 2029.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The City of Snoqualmie contracts with the City of Issaquah for Municipal Court Services. RCW 3.50.055 allows for appointment without an election as long as the position continues as less than full-time equivalent. Judge Stewart has served as Issaquah's Municipal Court Judge since 2007 and his current appointment expires December 31, 2025. The Issaquah City Council confirmed the next four year appointment at their regular meeting on October 20, 2025. Each agency that contracts for Issaquah Municipal Court Services is also required to confirm the appointment and administer an Oath of Office.

Snoqualmie has by Ordinance No. 999 created a municipal court pursuant to RCW 3.50. Per the current Interlocal Agreement for Court Services and Facilities, the Mayor of Snoqualmie appoints, and the Snoqualmie City Council confirms, the currently appointed judge of the Issaquah Municipal Court as judge of the Snoqualmie Municipal Court. The Snoqualmie Municipal Court has jurisdiction as provided in RCW 3.50.020. A case filed in Issaquah Municipal Court is a Snoqualmie Municipal Court case, notwithstanding its filing in the Issaquah Municipal Court.

Under the terms of the Interlocal Agreement for Court Services, Issaquah appoints a qualified judge (or judge pro tem) who presides over and hears Snoqualmie municipal cases. The Snoqualmie City Administrator may provide input to the Issaquah City Administrator in connection with the selection or reappointment of any municipal judge, provided, the final decision on appointment or reappointment is made by Issaquah. All personnel of the Issaquah Municipal Court, including the Judge, are employees of Issaquah.

Analysis *

Judge Stewart was previously confirmed by Snoqualmie City Council at the November 22, 2021 regular meeting and the Oath of Office was administered on December 28, 2021.

Following Council confirmation, the City Clerk will schedule an appointment with Judge Stewart prior to year end to administer the Oath.

Budgetary Status *

This action has no budgetary implications.

Budget Summary

The City's ILA with the City of Issaquah for court services establishes fees and requires that Snoqualmie's Mayor and City Council confirms judge appointments. The fees listed within the ILA, which expires December 31, 2026, are updated based on the Seattle-Tacoma-Bellevue CPI-W and not on judge compensation. The confirmation of Judge Stewart is not expected to affect City expenditures.

OATH OF OFFICE

State of Washington)
) s.s.
County of King)

I, N. Scott Stewart, having been duly appointed to the position of
Snoqualmie Municipal Court Judge
Term Expiring December 31, 2025

"I do solemnly swear (or so affirm) that I will support the Constitution of the United States and the Constitution of the State of Washington and that I will faithfully discharge the duties of the office of judge of the Municipal Court of the City of Snoqualmie, according to the best of my ability."

Subscribed and sworn before me this
28th day of December 2021.

Deborah Estrada, City Clerk

N. Scott Stewart, Judge

CERTIFICATE
City of Snoqualmie

On the 22nd day of November 2021, the Snoqualmie City Council unanimously confirmed the City of Issaquah's appointment of

Judge N. Scott Stewart

to serve as Snoqualmie's Municipal Court Judge;
appointment expiring the 31st day of December 2025.

IN WITNESS THEREFORE, I have hereunto set my hand and affixed the official seal of the City of Snoqualmie this 23rd day of November 2021.

Deborah A. Estrada, City Clerk

CITY COUNCIL
AGENDA BILL
City Council Regular Meeting - Oct 20 2025

AB 9076 -
Consent Calendar

Appointment of Municipal Judge	**Proposed Council Action: Confirm**

DEPARTMENT OF	City Clerk's Office Tisha Gieser
OTHER COUNCIL MEETINGS	n/a
COMP PLAN POLICY NOS.	n/a
OTHER POLICIES	n/a
EXHIBITS	A. Statement of Qualifications B. Oath of Office
City Attorney Review	
City Attorney Review Date:	

SUMMARY STATEMENT

Introduction
This agenda bill requests City Council confirmation of the appointment of N. Scott Stewart as Judge of the Issaquah Municipal Court.

Background
Judge N. Scott Stewart is currently the Judge of the Issaquah Municipal Court, and his term expires on Dec. 31, 2025.

Judge Stewart has served as Issaquah's Municipal Court Judge since July 2007 and has provided tremendous value to the court. He has handled thousands of proceedings, including complex motions and jury trials.

Judge Stewart has been a member of the Washington State Bar Association since 1988. He served as the Court Commissioner for the City of Tukwila from 1995 to 1998 and as a pro tem judge in the cities of Tukwila, Renton, Kirkland, Maple Valley, Des Moines and Enumclaw, as well as the King County District Court.

In 2021, Judge Stewart and the court staff started a Community Court calendar with a goal of removing the barriers that many of the persons appearing in court face in obtaining services and, ultimately, to restore them to self-sufficiency. This program has been successful in connecting participants to opportunities for education and job training, offering support for mental health and substance abuse, and helping with reducing recidivism in the community.

Judge Stewart has also taught a street law class at Issaquah High School since 2011 in his capacity as the Issaquah Municipal Court Judge. He has served as faculty at the Washington Judicial College, teaching Sentencing and Probation and as faculty for the Washington State Bar Association’s Pro Tem Training, teaching Practice Bias and Procedural Fairness in 2015, 2017 and 2020, and Pro Se Litigants in 2022 and 2025.

Judge Stewart's resume is attached (Exhibit A).

Proposal
The Mayor recommends confirming N. Scott Stewart's reappointment to a four year term as Judge of the Issaquah Municipal Court, expiring Dec. 31, 2029.

RCW 3.50.055 allows for this appointment as long as the position continues as a less than full-time equivalent. In that case, an election is not required.

The judge must satisfy state law qualifications, be a citizen of the United States and be admitted to practice law in the State of Washington. The judge is not required to be a resident of Issaquah, but must reside in King County. N. Scott Stewart meets these requirements.

Next Steps
Following Council confirmation, the Mayor will conduct the oath of office with Judge Stewart prior to the year end.

Financial Information
The expenditure for this appointment, including salary and benefits, is approximately $217,337. This amount is covered in the proposed 2026 budgeted for municipal court salaries and benefits.

Administration's Recommendation
Confirm Mayor's Appointment of Judge Stewart to serve as an Issaquah Municipal Court Judge for a four year term; appointment expiring on December 31, 2029.

Update
n/a

Alternative(s)
Choose not to reappoint Judge Stewart. (Impact: The City will need to recruit for this appointment, effective January 1, 2026.)

RECOMMENDATION

Administration / Executive Department:

MOVE TO:
Confirm Mayor's appointment of N. Scott Stewart to serve as an Issaquah Municipal Court Judge; appointment expiring December 31, 2029.

N. SCOTT STEWART
Statement of Qualifications

WORK EXPERIENCE (legal):

ISSAQUAH MUNICIPAL COURT, Issaquah, Washington

MUNICIPAL COURT JUDGE, 2007 through Present
COURT COMMISSIONER, 2005 through 2007

Preside over criminal jury and bench trials, arraignments, pre-trials, motion calendars, sentencing and review hearings, mitigation and contested hearings on traffic infractions.

In response to Covid 19 pandemic established a virtual courtroom employing video conferencing streamed to YouTube; create, sign and calendar digital documents utilizing OCOURTs; manage and store all court files using SharePoint.

Associations: District and Municipal Court Judges Association

Committees: District and Municipal Court Judges Education Committee
Annual Judicial Conference Education Committee

Faculty: Washington State Judicial College - 2017, 2018, 2019
Course Taught: Sentencing and Probation

Washington State Bar Association Pro Tem Training - 2015, 2017, 2020
Course Taught: Practice Bias and Procedural Fairness

District and Municipal Court Judges Spring Program – 2019
Course Taught - Techniques to Enhance Behavior Change: A Colloquium Based Approach

District and Municipal Court Judges Spring Program – 2016
Course Taught: Ineffective Assistance of Counsel and Prosecutorial Misconduct

District and Municipal Court Judges Spring Program – 2013
Course Taught: Understanding Sovereign Citizens

Judges in the Classroom, Street Law, Issaquah High School, 2011 through Present

KING COUNTY MUNICIPAL AND DISTRICT COURTS, Numerous Locations

JUDGE PRO TEM, January 1995 through 2007
COURT COMMISSIONER, Tukwila, 1995 through 1998

King County District Courts, as well as Tukwila, Renton, Issaquah, Kirkland, Maple Valley, Des Moines, Enumclaw and Pacific Municipal Courts

Preside over criminal and civil trials, including both jury and bench trials, arraignments, pre-trials, motion calendars, sentencings and reviews, mitigation and contested hearings on traffic infractions, small claims, as well as numerous miscellaneous calendars including towing hearings, petitions for protection and anti-harassment orders, and name changes.

STEWART MacNICHOLS HARMELL, INC., P.S., Kent, Washington
ATTORNEY, SENIOR PARTNER, 1995 through Present
Co-manage a law firm of twenty employees, including fifteen attorneys

CENTRAL WASHINGTON UNIVERSITY, Des Moines, Washington
ADJUNCT PROFESSOR, 2000 through 2015
Taught students in their third and fourth year of college. Classes included: Evidence and Arrest, Legal Writing, Legal Research, Introduction to Paralegal Studies, Family Law and Great American Trials.

LORING AND STEWART, Attorneys at Law, Renton, Washington
(Prev. Law Office of N. S. Stewart)
PARTNER: Conducted client interviews and evaluated claims, managed medical and other injury data, prepared demands, negotiated settlements, drafted pleadings, and performed arbitrations and trials in personal injury cases. Retained clients, reviewed police reports and investigated defenses, negotiated dispositions and conducted trials in extensive criminal misdemeanor practice, including conflict public defender cases for the cities of Renton and Tukwila.
1992 through 1994

WAITT, JOHNSON & MARTENS, Attorneys at Law, Seattle, Washington
ASSOCIATE: Conducted extensive civil litigation discovery, including preparing interrogatories and deposing claimants and witnesses. Researched and wrote arguments, drafted motions and pleadings, and presented argument in Federal and Superior Courts. Learned superior legal skills in this AV rated Seattle law firm.
1988 through 1992

MILLER & VALENTINI, P.A., Attorneys at Law, Bloomington, Minnesota
LEGAL INTERN: Interviewed clients and investigated defenses, negotiated plea bargains and conducted trials in criminal misdemeanor cases. Evaluated cases, drafted pleadings, researched memoranda, wrote motions and supporting briefs in plaintiff's personal injury practice.
1987 through 1988

HENNEPIN COUNTY PROSECUTOR'S OFFICE, Minneapolis, Minnesota
LIMITED PRACTICE INTERN: Represented the State in all stages of misdemeanor criminal proceedings. Prepared legal documents within Complex Crimes Section of Felony Division.
1987

UNIVERSITY OF MINNESOTA LAW SCHOOL, Minneapolis, Minnesota
RESEARCH ASSISTANT: Assisted Professor Bryden in the Constitutional Law Department with legal research in preparation for a journal article concentrating on issues of Equal Protection under the United States Constitution.
1987

WORK EXPERIENCE (non-legal)

ERNST HOME CENTERS, Renton, Washington
Started in 1977 as a Boxboy and progressed to position of Head Sales Specialist when left for law school in August 1985. Learned excellent customer service skills. Employee of the Year 1984.

JUDICIAL EDUCATION

WASHINGTON STATE JUDICIAL COLLEGE, Tacoma, Washington
Certificate of Completion, January 1998
Certificate of Completion, January 2006

Completed intensive program focusing on issues of concern to district and municipal court judges and court commissioners. The program provided an opportunity for judges and commissioners to acquire knowledge and skills essential to the performance of their judicial responsibilities; to familiarize themselves with resources of particular interest to the bench; and to interact, discuss and problem solve. Admission was limited to sitting judges and court commissioners

NATIONAL JUDICIAL COLLEGE, San Diego, California
Advanced Bench Skills: Procedural Fairness
Certificate of Completion, February 2016

LAW SCHOOL AND COLLEGE

UNIVERSITY OF MINNESOTA LAW SCHOOL, Minneapolis, MN
Juris Doctor, *Cum Laude*, May 1988
Dean's Honor List 1986, 1987, 1988
Moot Court Teaching Director, 1987-1988
-taught legal research, writing and oral advocacy to first year law students
Finalist, Oral Advocacy Competition, 1987

UNIVERSITY OF WASHINGTON, Seattle, WA
Bachelor of Arts, Political Science, June 1984

C E R T I F I C A T E

City of Issaquah

STATE OF WASHINGTON, COUNTY OF KING

On the 20th day of October, 2025, the Issaquah City Council
confirmed the Mayor's appointment of

Judge N. Scott Stewart

to serve as Issaquah's Municipal Court Judge;
appointment expiring the 31st day of December 2029.

IN WITNESS THEREFORE, I have hereunto set my hand and affixed the official seal,
this _____ day of _____, 2025.

_____
CITY CLERK

OATH OF OFFICE

State of Washington)
) s.s.
County of King)

I, N. Scott Stewart, having been duly appointed to the position of Issaquah Municipal Court Judge, term expiring December 31, 2029, do solemnly swear that I will faithfully and impartially discharge the duties of this office as prescribed by law and to the best of my ability, and that I will support and maintain the Constitution of the State of Washington and of the United States of America.

Dated this ___ day of _____, 2025.

_____ MAYOR

_____ JUDGE

Council Agenda Bill

AB Number

AB25-116

Agenda Bill Information

Title *

PSRC Conditional Certification to 2024 Comprehensive Plan

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

11/24/2025

Staff Member

Mona Davis

Department *

Community Development

Committee

Community Development

Committee Date

11/17/2025

Exhibits

Packet Attachments - if any

x1 2024 Comprehensive Plan Certification Report by PSRC 08-28-2025.pdf	983.64KB
x2 Letter from PSRC providing conditional certification to Comprehensive Plan dated 09-25-2025.pdf	113.35KB
Resolution for PSRC Conditional Certification for 2024 Comp Plan.docx	22.95KB

Summary

Introduction *

Brief summary.

Resolution to acknowledge the Puget Sound Regional Council's (PSRC) conditional certification and authorize staff to address the conditions according to the schedule outlined in the Certification Report dated 8-28-25 in the City's 2026 Work Plan.

Proposed Motion

Move to adopt Resolution 1734 to authorize staff to address conditions outlined in PSRC's conditional certification in the 2026 work plan.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The Puget Sound Regional Council (PSRC) conducted a certification review of the city's comprehensive plan, which was adopted on December 9, 2024 under Ordinance 1302.

The Growth Management Act (GMA) requires that comprehensive plan updates be reviewed by state agencies and the Puget Sound Regional Council (PSRC) to ensure plans and policies support regional issues. Certification of local comprehensive plans is required by PSRC for jurisdictions to be eligible for federal transportation funding.

PSRC provided conditional certification on September 25, 2025 (Exhibit 2), which outlined the need to address the reconciled housing growth targets and document sufficient capacity to accommodate housing need allocations in the Certification Report dated August 28, 2025 (Exhibit 1).

Once the conditions are adequately addressed, submission of the adopted amended comprehensive plan and supporting documents must be completed by December 31, 2026 for further review and certification by PSRC. Conditions for full certification are described in more detail in attached Exhibit 1; specifically, conditions related to updated land use and housing element information are described on page 7 of the report.

Meeting the conditions outlined in the Certification Report ensures that the city will remain eligible to participate in the PSRC funding process and program projects into the Regional Transportation Improvement Program. A conditionally certified plan will revert to "not certified" status if the city fails to meet any of the conditions, therefore effectively making the city ineligible for grant funding.

Analysis *

Authorizing staff to complete a comprehensive plan amendment as part of the City's 2026 Work Plan that addresses the conditions outlined by PSRC to obtain full certification from PSRC in order to remain eligible for transportation grant funding.

Budgetary Status *

This is an extra-budget expenditure.

Budget Summary

While adopting this resolution does not obligate the City to pay a specified amount, addressing the conditions outlined in PSRC's conditional certification will require expenditures that were not included within the 2025-2026 Biennial Budget's Community Development (#001) appropriation. The amount of this expenditure is not currently estimated, but it will require one or more contracts with consultants to update growth target information, revise the Comprehensive Plan's housing and land-use elements, and update the City's zoning map. Any proposed contracts will be brought to Council in accordance with Financial Management Policy, and appropriation requests will be made at that time.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested

Fiscal Impact Screenshot

RESOLUTION NO. 1734

A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON STATING THE CITY'S INTENT TO UPDATE THE 2024 COMPREHENSIVE PLAN TO MEET THE CONDITIONAL CERTIFICATION REQUIREMENTS OF THE PUGET SOUND REGIONAL COUNCIL (PSRC)

WHEREAS, on December 9, 2024, the City Council adopted its 2024 Comprehensive Plan Periodic Update under Ordinance 1302, pursuant to the Washington State Growth Management Act; and,

WHEREAS, the Growth Management Act (GMA) requires that the Comprehensive Plan update be reviewed by state agencies and the Puget Sound Regional Council (PSRC) certify local comprehensive plans to ensure plans and policies support regional issues; and

WHEREAS, Certification of local comprehensive plans is required by PSRC for jurisdictions to be eligible for PSRC's federal transportation funding; and,

WHEREAS, on August 28, 2025, the PSRC issued a "Local Comprehensive Plans Certification Report" which requires the city council adopt a resolution acknowledging the conditions set forth in the plan by November 30, 2025, attached hereto as Exhibit 1; and,

WHEREAS, on September 25, 2025, PSRC Executive Board conditionally certified the City's comprehensive plan, attached hereto as Exhibit 2; and,

WHEREAS, on July 1, 2025, the Metropolitan King County Council approved and ratified Growth Management Planning Council (GMPC) Motion 25-1 concerning growth targets reconciliation for City of Snoqualmie. The 90-day deadline for ratification of this amendment concluded on October 22, 2025. The Clerk of the Council notified City of Snoqualmie that the amendment was ratified on October 27, 2025; and,

WHEREAS, the conditional certification allows the City to participate in the PSRC funding process and program projects into the Regional Transportation Improvement Program while the City works to address the issues raised in the conditional certification; and,

WHEREAS, in exchange, the City must commit to resolving the issues raised in the PSRC conditional certification, as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The City Council directs staff to work with Puget Sound Regional Council to address the conditions for regional certification of the 2024 Comprehensive Plan Periodic Update described in the August 28, 2025, Certification Report, including amendments to the land use, housing, and other elements to provide for land uses and densities to accommodate targeted housing growth to ensure consistency in assumptions used throughout the plan.

Section 2. The City is committed to working toward fully addressing the conditions for regional certification of its comprehensive plan by December 31, 2026, including submittal of an amended comprehensive plan and supporting materials to PSRC for review.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Local Comprehensive Plans Certification Report

City of Snoqualmie Comprehensive Plan

August 28, 2025

The Puget Sound Regional Council conducted a certification review of the City of Snoqualmie comprehensive plan. Snoqualmie adopted its 2024 comprehensive plan update on December 9, 2024. PSRC staff reviewed draft policies starting in 2023 and provided comments on the draft plan in October 2024 to inform the final plan adopted by the city.

This document is organized into two primary parts: a statement of certification and any applicable conditions to certification; and a discussion of conformity with the Growth Management Act and consistency with VISION 2050 by topic area.

Certification Action

The Puget Sound Regional Council conditionally certifies that the transportation-related provisions in the City of Snoqualmie 2024 comprehensive plan conform to the Growth Management Act and are substantially consistent with multicounty planning policies and the Regional Transportation Plan.

Conditional status is in place until the City of Snoqualmie updates its comprehensive plan to address revised growth targets adopted by King County and documents sufficient capacity for housing need allocations. The city acknowledges this and commits to addressing the conditions according to the following schedule:

1. Council adoption of work plan that addresses the conditions identified in the certification report by November 30, 2025.
2. Submission of a draft amended comprehensive plan and supporting documents that address the conditions to PSRC for review and comment in advance of adoption.
3. Once the conditions are adequately addressed, submission of the adopted amended comprehensive plan and supporting documents by December 31, 2026, for review and certification by PSRC.

Conditions for full certification are described in more detail in the body of this report. Specifically, conditions related to updated land use and housing element information are described on page 7. A conditionally certified plan will revert to "not certified" status if the jurisdiction fails to meet any of the conditions.

Within the central Puget Sound region, local governments and PSRC have worked together to develop an overall process for reviewing and certifying local, countywide, regional center, and long-range transit plans.[1] Transportation-related provisions that are key for certification are based on RCW 47.80.026 and the Growth Management Act (RCW 36.70A). This report may recommend additional work to fully address the requirements of the Growth Management Act, VISION 2050, or the Regional Transportation Plan, although such revisions may not be strictly required for certification. Jurisdictions are encouraged to address those items during upcoming comprehensive plan updates and other planning efforts.

Conformity with Growth Management Act Transportation Planning Requirements and Consistency with Regional Plans and Policies

OVERVIEW

This section discusses conformity with the Growth Management Act (RCW 36.70A.070(6)) and the transportation-related requirements for local comprehensive plans. It also discusses consistency with the adopted multicounty planning policies (established regional guidelines and principles under RCW 47.80.026) adopted in VISION 2050 and the Regional Transportation Plan. In addition to the multicounty planning policies, VISION 2050 contains a regional growth strategy with a preferred distribution of the region's residential and employment growth, as well as several implementation actions for local governments to carry out. Each policy area addressed in VISION 2050 is discussed in turn below. More information about the requirement to review and certify local plans is provided in the Adopted Policy and Plan Review Process.

Plans are reviewed using PSRC's VISION 2050 Consistency Tool. This report documents where the plan meets requirements, highlights outstanding provisions of the plan, and identifies where additional work is needed to fully address VISION 2050, the Regional Transportation Plan, or Growth Management Act planning requirements. This section is organized by the sections in VISION 2050. While this may align with plan elements, many of these concepts may be addressed in various parts of local comprehensive plans.

[1] The certification requirement in the Growth Management Act is described in RCW 47.80. The specific requirements for transportation elements in local comprehensive plans are spelled out in RCW 36.70A.070. PSRC's Interlocal Agreement, Section VII, also provides direction for the review of local comprehensive plans and countywide policies (Resolution A-91-01, amended March 1998). The Council's Executive Board last updated its process for Policy and Plan Review in September 2003. The process is also described in VISION 2050: Implementation.

Regional Collaboration

Scope of Review

The Growth Management Act (RCW 36.70A.070(6)) and VISION 2050 call for local comprehensive plans to:

- **Coordinate** with other jurisdictions, agencies, tribes, ports, military installations, and special purpose districts.
- Prioritize **access to opportunity** for people of color, people with low incomes, and historically underserved communities.
- Address opportunities and challenges related to **military installations** when applicable.
- Prioritize investments in **centers**.
- Explore **funding sources** and fiscal tools to meet infrastructure and other needs.

Certification Findings

The Snoqualmie comprehensive plan effectively addresses regional collaboration policies in VISION 2050. The plan includes policies to facilitate interjurisdictional cooperation and engage with jurisdictions, special purpose districts, agencies, and other stakeholders. The plan includes policies to consult with the Snoqualmie Indian Tribe and other affected tribes on cultural resources, housing, environmental policies and programs, economic development and other areas. The plan includes policies to support inclusive community planning that promotes diversity and inclusion, identifies the needs of diverse residents, and protects cultural resources.

Regional Growth Strategy

Scope of Review

VISION 2050 calls for local comprehensive plans to:

- Incorporate **housing and employment targets**.
- Use **land use assumptions** substantially consistent with countywide growth targets.
- Demonstrate sufficient zoned **development capacity** to accommodate targets.
- Use consistent **land use assumptions** throughout plan.
- Maintain a **stable urban growth area** with densities that support the Regional Growth Strategy.
- Support growth in designated **centers and high-capacity transit station areas**.
- Manage and reduce **rural growth** and protect natural resource lands.

Certification Findings

The Snoqualmie comprehensive plan effectively addresses many of the Regional Growth Strategy policies in VISION 2050. The plan's land capacity analysis documents sufficient capacity for the city's employment target. The plan has policies to promote a walkable downtown commercial district, including support for the development of mixed use, retail, restaurant and service uses.

The city should address the following comments in future updates to the plan:

- The plan must be amended to reflect revised housing growth targets and document capacity for allocated housing needs, including emergency housing. More information on applicable conditions is provided under the Housing section on p. 7 of this report.

Environment

Scope of Review

VISION 2050 calls for local comprehensive plans to:

- Ensure **air quality standards** are met and reduce emissions of air toxics and greenhouse gases.
- Protect **critical areas and habitat** through coordination and environmental stewardship.
- Plan for **park, trail, and open space** resources and needs.
- Protect and enhance **tree canopy and native vegetation**.
- Protect and restore **water quality**, including actions to restore shorelines and estuaries, remove fish-passage barriers, reduce toxic products, and manage stormwater.
- Ensure **access to healthy environments** for all residents, prioritizing the reduction of impacts for vulnerable residents.

Certification Findings

The Snoqualmie comprehensive plan effectively addresses the environmental policies in VISION 2050. The plan includes policies to manage development and conservation within the 100-year floodplain by acquiring properties to allow for a resilient river corridor, supporting programs that address potential displacement of commercial uses in the floodway, and applying development standards to protect people and structures from flood hazards.

Climate Change

Scope of Review

VISION 2050 calls for local comprehensive plans to:

- Reduce **greenhouse gas emissions** in support of state, regional, and local reductions goals.
- Protect and restore natural resources that **sequester and store carbon**.
- Address impacts to **vulnerable populations** that have been or will be impacted by climate change.
- Retrofit **existing buildings** to reduce building energy use.
- Increase **resilience** by identifying and addressing the impacts of climate change and natural hazards.
- Address **rising sea levels** by siting and planning for relocation out of the floodplain.

Certification Findings

The Snoqualmie comprehensive plan effectively addresses the climate change policies in VISION 2050. The plan includes policies to consider the impacts of climate change when siting and building essential capital facilities and prioritize reduction of impacts to vulnerable populations that have been disproportionately affected by climate change. The city is continuing to work on a climate element, which they plan to adopt in 2025.

The city should address the following comments in future updates to the plan:

- The plan should address regional policy on climate change, including recognizing regional climate goals in the plan document. PSRC's Climate Change and Resilience Guidance provides this information and other resources. The plan should also reference the King County Greenhouse Gas Emissions Analysis or other local analysis of emissions.
- The city should identify hazards related to climate change, including mapping of these hazards and impacts to vulnerable populations. The Puget Sound Hazards Map is a resource for this. Policies to address resilience and identified climate hazards should also be included.
- The Department of Commerce plans to release final guidance on climate planning consistent with House Bill 1181 in 2025, which will apply to the implementation progress report for jurisdictions in the Puget Sound region. The city should be aware of this upcoming deadline and monitor whether the plan's current state reflects the new requirements.

Land Use/Development Patterns

Scope of Review

VISION 2050 calls for local comprehensive plans to:

- Build **thriving urban communities** through inclusive engagement.
- Support **centers** as connections to opportunity.
- Address **healthy environment**, physical activity and well-being, and safety, while reducing disparities.
- Support **annexation and incorporation** by planning for phased growth of communities.
- Preserve **rural areas and natural resource lands.**
- Evaluate potential **residential and commercial displacement** and mitigate impacts.
- Limit **incompatible uses** adjacent to military lands, industrial centers, and tribal reservation lands.

Certification Findings

The Snoqualmie comprehensive plan effectively addresses the land use and development patterns policies in VISION 2050. The plan includes policies to pursue annexations with King County, support a unique sense of place through adaptive reuse of structures and limit incompatible uses adjacent to Tribal reservation lands.

Housing

Scope of Review

The Growth Management Act (RCW 36.70A.070) and VISION 2050 call for local comprehensive plans to:

- Provide an **inventory and analysis** of existing housing and housing needs at each income level.
- Document **sufficient land capacity** to accommodate housing for all income levels and emergency shelters.
- Identify **actions** to provide housing for all income levels.
- Identify and address **racially disparate impacts, displacement, or exclusion** in housing.
- Expand housing capacity for **moderate-density housing**.
- Promote **jobs-housing balance**.
- Support the **development and preservation of affordable housing** by considering inclusionary and incentive zoning and promoting affordable housing near high-capacity transit.
- Promote **homeownership** opportunities.

Certification Findings

The Snoqualmie comprehensive plan addresses housing policy topics in VISION 2050. The plan includes policies to encourage low, very low, and extremely low-income housing through density bonuses, fee waivers, and partnerships with other government entities, non-profit housing organizations, and housing developers. The plan also includes a policy to support community land trusts, including considering offering favorable ground lease terms on city-owned land to community land trusts. The plan provides an analysis of displacement and racially disparate impacts. The city has also adopted a Housing Action Plan.

CONDITIONS FOR CERTIFICATION

The City of Snoqualmie will address the following provisions of the Growth Management Act and VISION 2050 in order to maintain certified status:

- **Update plan to reflect revised housing growth targets.** The city requested a revised housing growth target of 719 units through King County's growth target reconciliation process. The growth target revision is expected to be completed in fall 2025 with final ratification by King County jurisdictions. Snoqualmie's plan should be amended to reflect the updated housing growth targets and ensure internal consistency between all plan elements.
- **Document capacity to accommodate housing need allocations**. The Growth Management Act (see RCW 36.70A.070(2)) requires that the housing element document sufficient capacity for moderate, low, very low, and extremely low-income households. The adopted plan documents capacity for the total revised housing targets but does not document sufficient capacity to accommodate the city's housing need allocations under 80% area median income. The plan's land use designations and land use/zoning maps will be amended to provide capacity to accommodate allocated housing needs at all income levels, including emergency housing. The plan will be amended to clearly quantify land use capacity for the adopted housing need allocations, including emergency housing.

PSRC staff is available to consult with city staff as this work is completed by the schedule identified on p. 1 of this report. Commerce has developed detailed guidance that documents how to complete this work.

The city should address the following comments in future updates to the plan:

- The region is facing a housing crisis, and jurisdictions should act with urgency to address the housing needs of all residents. PSRC encourages the city to continue to work with regional partners to monitor housing conditions, to implement housing strategies, and to amend the plan periodically to adjust to changing conditions.

Economy

Scope of Review

VISION 2050 calls for local comprehensive plans to:

- Identify and enhance **industry clusters**, including those that provide goods and services for export.
- Support retention and recruitment of **family wage jobs** and small businesses that are **locally, women-, and minority-owned**.
- Develop a **range of employment opportunities** to create a closer balance between jobs and housing.
- Address and prevent potential **physical, economic, and cultural displacement** of existing businesses.
- Expand **access to opportunity** and remove barriers for disconnected communities.
- Recognize and empower the contributions of the region's **culturally and ethnically diverse communities**.

Certification Findings

The Snoqualmie comprehensive plan effectively addresses the economy policies in VISION 2050. The Economic Development element includes policies to foster a unique sense of place in Snoqualmie, including through promoting local assets such as the business park on Snoqualmie Ridge and historic downtown businesses. The plan also calls for maximizing parks and open spaces for public use, creating murals, promoting public art, and special events to bring the community together.

Transportation

Scope of Review

The Growth Management Act (RCW 36.70A.070(6)) requires local comprehensive plans to:

- Use **internally consistent land use assumptions** and forecasts of travel demand and that are consistent with growth targets.
- Provide **inventories of existing facilities**, and level-of-service standards and concurrency provisions that address multiple modes of travel, planned land uses and densities, and state highways.
- Include a **multiyear financing plan** and reassessment strategy to address potential funding shortfalls.
- Direct **demand management**, including programs to implement the Commute Trip Reduction Act.
- Plan for **pedestrians and bicycles**, including capital investments, education, and safety.
- Discourage **incompatible uses adjacent to airports**.
- Address **air quality** and the reduction of pollutants consistent with WAC 173-420-080.

VISION 2050 also calls for local comprehensive plans to:

- Plan for **system maintenance, safety and emergency management**.
- Support the **Regional Growth Strategy**.
- Provide **alternatives to driving alone**.
- Plan facilities and services for **special needs transportation**.
- Avoid the creation of new and expanded facilities in **rural areas**.
- Identify **racial and social equity** as a core objective when implementing transportation projects.
- Protect the **environment** and reduce stormwater pollution.

Certification Findings

The Snoqualmie comprehensive plan effectively addresses the transportation planning requirements of the Growth Management Act and the transportation policies in VISION 2050. The plan includes policies to encourage walking, biking, and transit trips, and includes policies to provide a safe and welcoming environment for pedestrians and bicyclists. The plan seeks to improve air quality and reduce emissions by improving operation of the transportation system and employing transportation demand strategies.

The city should address the following comments in future updates to the plan:

- The plan includes a six-year transportation project list. PSRC encourages the city to develop a complete project list through 2044. Information on these requirements is provided in Commerce's Transportation Guidebook and PSRC's Transportation Guidance.

- The Growth Management Act (RCW 36.70A.070(6)) requires that local comprehensive plans include a multiyear transportation financing plan for how the jurisdiction will meet the mobility needs identified for the planning period. The plan includes a list of funding sources and should also include estimated probable revenues available to the city and an analysis of the sufficiency of funding resources compared to estimated costs identified. Further guidance on how to address the financial analysis in the plan can be found in the Department of Commerce's Transportation Element Guidebook, pages 202-212.
- The Growth Management Act (RCW 36.70A.070(6)) requires that the plan includes level of service (LOS) standards for state facilities. PSRC has maps and more information on adopted LOS standards for state facilities.
- VISION 2050 calls for multimodal level of service standards, and the Growth Management Act will also require these standards by 2029 (MPP-DP-52- 53). The city includes many policies supportive of walking, biking and transit, and the city should work to develop policies, standards, and regulatory approaches that incorporate multiple travel modes. PSRC's Transportation Element Guide provides minimum standards for addressing multimodal level of service standards. Additional guidance may be available in the future to refine adopted standards.

Public Services

Scope of Review

VISION 2050 calls for local comprehensive plans to:

- Promote **coordinated and efficient** use of public services.
- Protect **water quality** by serving urban development with sewer systems and replacing failing septic systems.
- Consider the **impacts of climate change on public facilities** and promote renewable energy.
- Promote **affordable and equitable access to public services**, especially for underserved communities.
- Promote working with school districts on **school siting and design** to support safe, walkable access.

Certification Findings

The Snoqualmie comprehensive plan effectively addresses the public services policies in VISION 2050. The plan includes policies that emphasize coordination with service providers to complement land use objectives and coordinate with neighboring jurisdictions on projects that cross city boundaries. The plan includes a policy to work with Snoqualmie Valley School District to meet existing and future needs, including walkable safe routes to schools. The plan also includes policies to reduce per capita rate of water consumption and support replacement of failing septic systems within the urban growth area with sanitary sewers.

Conclusion and Next Steps

PSRC found the City of Snoqualmie comprehensive plan is substantially consistent with the transportation-related provisions of the Growth Management Act, VISION 2050 and the Regional Transportation Plan, provided additional amendments are incorporated into the comprehensive plan. This report identifies conditions to ensure full consistency.

PSRC encourages the city to address areas identified for additional work in upcoming plan updates and other planning efforts. These may be areas where additional work would make the plan more consistent with the Growth Management Act or VISION 2050 and areas that may be necessary to address prior to the 2029 Growth Management Act Implementation Progress Report.

PSRC is available to provide assistance with future plan updates. Find additional planning resources on PSRC's Plan Review webpage. If the city has questions or needs additional information, please contact Liz Underwood-Bultmann at LUnderwood-Bultmann@psrc.org or 206-464-6174.

Puget Sound Regional Council

1201 Third Avenue, Suite 500, Seattle, WA 98101-3055 | psrc.org | 206-464-7090

September 25, 2025

Mayor Katherine Ross
City of Snoqualmie
38624 SE River Street
Snoqualmie, WA 98065

Subject: **Conditional Certification of Snoqualmie 2024 Comprehensive Plan**

Dear Mayor Ross,

I would like to congratulate Snoqualmie on completing the comprehensive plan update and thank you and your staff for working with the Puget Sound Regional Council through the certification process. On September 25, 2025, PSRC's Executive Board acted to conditionally certify the Snoqualmie 2024 Comprehensive Plan. This recognizes that the comprehensive plan is substantially consistent with the transportation-related provisions of the Growth Management Act, VISION 2050 and the Regional Transportation Plan, provided additional amendments are incorporated into the comprehensive plan. Conditional certification makes your jurisdiction eligible to apply for PSRC's federal transportation funding and program funds in the Regional Transportation Improvement Program, while the city works to address conditions outlined in the certification report.

Coordinated planning is a hallmark of the Growth Management Act and VISION 2050, the region's long-range plan. In a growing region, it is essential that jurisdictions work together on shared goals such as mobility, housing affordability, and protecting our environment. The city's plan helps move the region forward in advancing those goals.

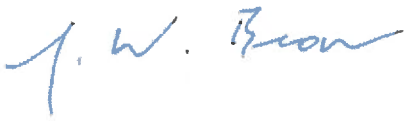
PSRC has prepared a certification report that contains a summary of PSRC's review of the Snoqualmie 2024 Comprehensive Plan, including details on the certification conditions. PSRC staff coordinated with city staff in the development of the report, including the certification conditions and timeline. The report describes the scope of the certification review as guided by the Plan Review Manual, summarizes findings

from the plan, and identifies areas where future work is needed to further VISION 2050, the Regional Transportation Plan, and the Growth Management Act.

Meeting each of the benchmarks outlined in the certification report ensures that the city will remain eligible to participate in the PSRC funding process and program projects into the Regional Transportation Improvement Program. A conditionally certified plan will revert to "not certified" status if the jurisdiction does not meet the conditions.

We congratulate the city on adoption of the plan and look forward to working with you at the earliest opportunity to address the certification conditions and other comments in the report. Additional resources and information are available online and PSRC staff are available to provide assistance as needed. If you or your staff have questions regarding the review of local plans or the certification process, please contact Liz Underwood-Bultmann at LUnderwood-Bultmann@psrc.org or 206-464-6174.

Sincerely,



Josh Brown
Executive Director
Puget Sound Regional Council

Council Agenda Bill

AB Number

AB25-117

Agenda Bill Information

Title *

Amendment of Landscape Maintenance Agreement for Facilities

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

11/24/2025

Staff Member

Philip Bennett

Department *

Public Works

Committee

Parks and Public Works

Committee Date

11/18/2025

Exhibits

Packet Attachments - if any

2026 Landscape Contract Amendment - Facilities.docx	200.5KB
Res 1739 Landscape Facilities.docx	18.19KB

Summary

Introduction *

Brief summary.

The City's agreement with AtWork Commercial Enterprises for landscape maintenance services to maintain City facilities expires on 12/31/2025. This agenda bill recommends extending the agreement until 12/31/2026.

Proposed Motion

Move to approve Resolution 1739 Amendment No. 2 to the Agreement for Landscape Maintenance Services for Facilities

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The City has relied on landscape contractors for several years to maintain landscaping surrounding City facilities such as City Hall, the Police Station and the Fire Station. On 1/10/2022, the City Council approved Resolution 1601 awarding a Landscape Maintenance Contract to AtWork Commercial Enterprises

for this purpose. On 12/9/2024, the City Council approved Amendment No. 1 to the contract, which extended the contract until 12/31/2025. Staff are satisfied with the performance of the Contractor in 2025.

Analysis*

Amendment No.2 to the landscape maintenance agreement for Facilities extends the existing contract until 12/31/2026, with no change in the scope of work. The amendment includes a cost increase of 2.8% for 2026, based on the Seattle-Tacoma-Bellevue Consumer Price Index from August 2024-August 2025. In 2026, we plan on re-bidding all three landscape contracts, concurrent with preparation of the 2027-2028 Biennial Budget.

Budgetary Status*

Funds have already been authorized in the current biennial budget.

Budget Summary

The second amendment to the AtWork contract is equal to $37,075 for 2026 Facilities Maintenance (#510) landscaping services. These expenditures were incorporated in the 2025-26 Biennial Budget within the Facilities Maintenance Fund (#510), with a total Services budget of $955,543. Currently, $446,035 has been spent, with $46,500 in outstanding contract value, as shown below or on the following page. With the addition of the AtWork contract of $37,075, the remaining Services biennial budget appropriation is $425,933. Therefore, sufficient appropriation exists within the 2025-2026 Biennial Budget to fund the contract.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
$37,075.00	$955,543.00	$0.00

Fiscal Impact Screenshot

Facilities Maintenance - Services

2025-2026 Biennial Budget		Facilities Maintenance (#510)
Beginning Budget	$	955,543
Expenditures	$	(446,035)
Outstanding Contract Value	$	(46,500)
Current Available Budget	$	463,008
Value of these Contracts (AB25-117)	$	(37,075)
Available Budget after Contract	$	425,933

RESOLUTION NO. 1739

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE WASHINGTON, AUTHORIZING AMENDMENT NO. 2 WITH ATWORK COMMERCIAL ENTERPRISES TO THE LANDSCAPE MAINTENANCE AGREEMENT FOR FACILITIES.

WHEREAS, the City of Snoqualmie owns extensive landscapes around City facilities that have aesthetic appeal to residents and visitors alike; and,

WHEREAS, these landscaped areas require frequent maintenance to ensure both their beauty and functional benefits; and,

WHEREAS, the City entered into an agreement with AtWork Commercial Enterprises on 2/3/2022. The initial term of the agreement was in effect until December 31, 2024, for landscape maintenance services for maintenance and upkeep of these areas; and,

WHEREAS, the agreement contains a provision that allows the City to extend the agreement for up to (2) 1-year terms; and,

WHEREAS, the City opted to extend the agreement for 2025 for another year, with an effective date until December 31, 2025; and,

WHEREAS, the City is satisfied with the Contractor's performance, and wishes to extend the agreement for 2026,

NOW, THEREFORE, BE IT RESOLVED: by the City Council of the City of Snoqualmie, Washington, as follows: The Mayor is hereby authorized to sign Amendment No. 2 to the Landscape Maintenance Agreement for Facilities with AtWork Commercial Enterprises.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

CITY OF SNOQUALMIE
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
Contract Amendment No. 2
Facilities

This Amendment No. 2 to Agreement for Landscape Maintenance Services is entered into this ____day of December, 2025 with an effective date of January 1st, 2026 by and between the City of Snoqualmie, a Washington municipal corporation ("City") and AtWork Commercial Enterprises, LLC ("Contractor"). City and Contractor are collectively referred to herein as "the Parties."

NOW, THEREFORE, the parties herein do mutually agree as follows:

Section 3. Compensation Amended. Section 3 of the February 3, 2022 Agreement ("Compensation") is hereby amended to increase the 2026 compensation by 2.8% from $36,065 (compensation from Amendment 1) to $37,074.82

Section 7. Term Amended. Section 7 of the February 3, 2022 Agreement "Term and Termination" is hereby amended to extend the Agreement term through December 31, 2026

CITY OF SNOQUALMIE:

By:_____
Katherine Ross, Mayor

Dated: _____

CONSULTANT:

By:_____
Print Name

Dated: _____

Attest:

_____
Deana Dean, City Clerk

Approved as to Form

_____
Dena Burke, City Attorney

Section 00 05 00

LANDSCAPE MAINTENANCE AGREEMENT - FACILITIES

THIS AGREEMENT is made by and between the City of Snoqualmie, a Washington municipal corporation (hereinafter the "City"), and AtWork Commercial Enterprises, organized under the laws of the State of Washington, located and doing business at 1935 152nd Pl NE, Bellevue, Washington (hereinafter the "Contractor" or "Vendor").

1. **DESCRIPTION OF WORK.** The Contractor shall do all the work and furnish all labor, materials, tools and equipment for the performance of the work (the "Work") in full compliance with the contract documents entitled **2022-2024 Landscape Maintenance (Facilities and Parks)** ("Contract Documents"), including this Agreement, Invitation to Bid, Instructions to Bidders, General Provisions, Specifications for Landscape Maintenance, Prevailing Wage Rate Requirements, Bid Form and Bid Schedules, Bid Guarantee Bond, Bidder Qualification/Responsibility Information, Performance and Payment Bond, Executed Retainage Forms, and Appendices A-C, all of which are incorporated by reference and made a part of this Agreement.

2. **TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall commence work, and complete the work and provide all goods, materials, and services according to the intervals and on the schedule set forth in the Contract Documents.

3. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed the amount of $34,578.56 in year 2022, $34,578.56 in year 2023, and $34,578.56 in year 2024, including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the annual "not to exceed amount" in twelve (12) equal monthly installments per year.

   A. **Defective or Unauthorized Work.** The City reserves its right to withhold payment from Vendor and to assess penalties for any defective, incomplete or unauthorized goods, materials or services, as described in the General Provisions. In the event of errors or omissions by the Vendor in the performance of any Work required under this Contract, the Vendor shall make any and all necessary corrections without additional compensation.

   B. **Replacement Work.** If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement from any and all amounts due or to become due the Vendor.

4. **CHANGES.** The City reserves the right to direct Vendor to change the frequency of services, add services or deduct services, as described in the General Provisions. In the

event of any such changes, the City will adjust the monthly fee paid to Vendor to reflect

the changes. All change directives will be issued in writing, and all services changes shall be itemized separately in the Vendor's monthly invoice.

5. **INVOICING AND PAYMENT.** The Vendor shall submit a monthly invoice on the last day of the month to the Parks and Public Works Department. Each invoice must contain an invoice number, site name, billing period, amount due for each site, and Washington Sales Tax if applicable. Each invoice must itemize any changes due to addition or deduction of services, or to changes in service frequency. Each invoice must also be accompanied by properly filled-out Supervisor's Inspection Reports. Any submitted invoice that is not accompanied by the Supervisor's Inspection Reports will not be processed.

6. **PREVAILING WAGES.** Vendor shall file a Statement of Intent to Pay Prevailing Wages with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. At the completion of the Work, Vendor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

7. **TERM AND TERMINATION.**

A. **Term.** This Agreement shall remain in effect until December 31, 2024 ("Initial Term"). At the City's option, this Agreement may be extended for up to two (2) one-year terms. Compensation for the renewal terms shall be the amount paid per month for the last twelve (12) months of the Initial Term plus an increase equal to the annual increase in the Consumer Price Index for Seattle-Bremerton for each year of the renewal term(s).

B. **Termination.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. In addition, the City has a right to immediately terminate this Contract upon written notice to the Vendor if: (1) the Vendor fails to comply with any provisions of this Contract and fails to timely cure the deficiency, as described in the General Provisions; or (2) the Vendor becomes insolvent or is adjudged bankrupt.

8. **WARRANTY.** Vendor warrants that it will faithfully and satisfactorily perform all work provided under this Agreement in accordance with the provisions of this Agreement and further warrants that the Work shall be free from defects in workmanship and material. The Vendor shall promptly correct all defects in workmanship and materials: (1) when Vendor knows or should have known of the defect, or (2) upon Vendor's receipt of notification from the City of the existence or discovery of the defect.

9. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any ofVendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes the vendor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. In the event Vendor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Vendor's part, then Vendor shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Vendor's part. The provisions of this section shall survive the expiration or termination of this Agreement.

10. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

A. The Vendor has the ability to control and direct the performance and details of its work, the City being interested primarily in the results obtained under this Agreement.

B. The Vendor maintains and pays for its own place of business from which Vendor's services under this Agreement will be performed.

C. The Vendor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Vendor's services, or the Vendor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Vendor is responsible for filing as they become due all necessary tax documents with appropriate federal, state and local agencies, including the Internal Revenue Service, the state Department of Revenue and the City of Snoqualmie.

E. The Vendor has registered and/or licensed its business and established an account with the state Department of Revenue, the City of Snoqualmie and other state and/or local agencies as may be required by Vendor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington and a business license from the City of Snoqualmie.

F. The Vendor maintains a set of books dedicated to the expenses and earnings of its business.

11. **BOND.** Contractor shall provide a performance and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of such defects, discovered within one (1) year after final acceptance by the City.

12. **RETAINAGE.** The City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.

13. **DISCRIMINATION.** In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

14. **LIMITATION OF ACTIONS.** Vendor must file any lawsuit arising from or connected with this Agreement within 120 days from the date the contract work is complete or vendor's ability to file that suit shall be forever barred. This section further limits any applicable statutory limitations period.

15. **INSURANCE.** A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

A. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than $1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

B. Commercial General Liability Insurance on an occurrence basis in an amount not less than $2,000,000 per occurrence and at least $5,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

C. Business Automobile Liability Insurance in an amount not less than $1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

D. Professional Errors and Omissions Insurance in an amount not less than $1,000,000 per occurrence and $1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy

shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

E. Pollution Liability insurance in the amount of $1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed.

F. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

G. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

H. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

16. **JOB SAFETY.** All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or City staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Should the City determine Contractor is not fulfilling its obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

A. **Work performed at Vendor's risk.** Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be

responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

17. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses charged by the mediation service equally; the parties shall be responsible for their own attorneys' fees incurred as a result of mediation.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment,_the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws.,_ The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. **Public Records Act.** The Vendor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Vendor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Snoqualmie. As such, the Vendor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

I. **City Business License Required.** Prior to commencing the Work, and every January thereafter for the Term of this Agreement, Contractor agrees to provide proof of a current city of Snoqualmie business license and payment of all applicable business and occupation taxes pursuant to Chapters 5.04 and 5.08 of the Snoqualmie Municipal Code.

J. **Counterparts and Signatures by Fax or Email.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

K. **Jurisdiction/Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.

L. **Attorneys' Fees.** In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

M. **Exclusivity.** Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

Contractor

By:

Print Name:

Its

Date:

Notices to be sent to:

City of Snoqualmie

By: Mayor Katherine Ross

Print Name: Katherine Ross

Its Mayor

Date: 2/3/2022

Notices to be sent to:

Attest:

Deborah A. Estrada, City Clerk

Approved as to form by:

Bob Sterbank, City Attorney

Council Agenda Bill

AB Number

AB25-118

Agenda Bill Information

Title *

Amendment of Landscape Maintenance Agreement for Mini Parks

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

11/24/2025

Staff Member

Philip Bennett

Department *

Public Works

Committee

Parks and Public Works

Committee Date

11/18/2025

Exhibits

Packet Attachments - if any

2026 Landscape Contract Amendment -Mini Parks.docx	161.32KB
Res 1738 Landscape Mini Parks.docx	18.01KB

Summary

Introduction *

Brief summary.

The City's agreement with AtWork Commercial Enterprises for landscape maintenance services to maintain Mini Parks expires on 12/31/2025. This agenda bill recommends extending the agreement until 12/31/2026.

Proposed Motion

Move to approve Resolution 1738 Amendment No. 2 to the Agreement for Landscape Maintenance Services for Mini Parks

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The City has relied on landscape contractors for several years to maintain landscaped areas in 29 Parks. These are mostly mini parks scattered throughout Snoqualmie which provide residents with recreation and play areas close to their homes. On 1/10/2022, the City Council approved Resolution 1600 awarding a Landscape Maintenance Contract to AtWork Commercial Enterprises for this purpose. On 12/9/2024, the

City Council approved Amendment No. 1 to the contract, which included additional areas to be maintained and extended the contract until 12/31/2025. Staff are satisfied with the performance of the Contractor in 2025.

Analysis*

Amendment No.2 to the landscape maintenance agreement for Mini Parks extends the existing contract until 12/31/2026, with no change in the scope of work. The amendment includes a cost increase of 2.8% for 2026, based on the Seattle-Tacoma-Bellevue Consumer Price Index from August 2024-August 2025. In 2026, we plan on re-bidding all three landscape contracts, concurrent with preparation of the 2027-2028 Biennial Budget.

Budgetary Status*

Funds have already been authorized in the current biennial budget.

Budget Summary

The second amendment to the AtWork contract is equal to $239,989 for 2026 Mini Parks landscaping services. These expenditures were incorporated in the 2025-26 Biennial Budget within Parks & Streets Maintenance (#001), with a total Services budget of $3,484,201. Currently, $1,595,962 has been spent, with $84,205 in outstanding contract value, as shown below or on the following page.

With the addition of the AtWork contract of $239,989, the remaining Services biennial budget appropriation is $1,564,045. Therefore, sufficient appropriation exists within the 2025-2026 Biennial Budget to fund the contract.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
$239,989.00	$3,484,201.00	$0.00

Fiscal Impact Screenshot

Parks & Streets Maintenance - Services

2025-2026 Biennial Budget		Parks & Streets Maintenance (#001)
Beginning Budget	$	3,484,201
Expenditures	$	(1,595,962)
Outstanding Contract Value	$	(84,205)
Current Available Budget	$	1,804,034
Value of this Contracts (AB25-118)	$	(239,989)
Available Budget after Contract (AB25-118)	$	1,564,045

RESOLUTION NO. 1738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE WASHINGTON, AUTHORIZING AMENDMENT NO. 2 WITH ATWORK COMMERCIAL ENTERPRISES TO THE LANDSCAPE MAINTENANCE AGREEMENT FOR MINI PARKS.

WHEREAS, the City of Snoqualmie owns many neighborhood mini parks that provide residents with recreational and play opportunities close to their homes; and

WHEREAS, these parks require frequent maintenance to ensure both their beauty, functional benefits, and cleanliness; and

WHEREAS, the City entered into an agreement with AtWork Commercial Enterprises on February 3, 2022. The initial term of the agreement was in effect until December 31, 2024, for landscape maintenance services for maintenance of these areas; and

WHEREAS, the agreement contains a provision that allows the City to extend the agreement for up to two (2), one (1) year terms, and

WHEREAS, the City opted to extend the agreement for 2025 for another year, with an effective date until December 31, 2025; and

WHEREAS, the City is satisfied with the Contractor's performance, and wishes to extend the agreement for 2026, with a new effective date until December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED: by the City Council of the City of Snoqualmie, Washington, as follows: The Mayor is hereby authorized to sign Amendment No. 2 to the Landscape Maintenance Agreement for Mini Parks with AtWork Commercial Enterprises.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

CITY OF SNOQUALMIE
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
Contract Amendment No. 2
Mini-Parks

This Amendment No. 2 to Agreement for Landscape Maintenance Services is entered into this ____day of December, 2025, with an effective date of January 1st, 2026 by and between the City of Snoqualmie, a Washington municipal corporation ("City") and AtWork Commercial Enterprises, LLC ("Contractor"). City and Contractor are collectively referred to herein as "the Parties."

NOW, THEREFORE, the parties herein do mutually agree as follows:

Section 3. Compensation Amended. Section 3 of the February 3, 2022 Agreement ("Compensation") is hereby amended to increase the 2026 compensation by 2.8% from $233,452 (Compensation from Amendment 1 in 2025) to $239,988.66

Section 7. Term Amended. Section 7 of the February 3, 2022 Agreement "Term and Termination" is hereby amended to extend the Agreement term through December 31, 2026.

CITY OF SNOQUALMIE:

By:_____
Katherine Ross, Mayor

Dated: _____

CONSULTANT:

By:_____
AtWork Commercial Enterprises, LLC.

Dated: _____

Attest:

_____
Deana Dean, City Clerk

Approved as to Form

_____
Dena Burke, City Attorney

Section 00 05 00

LANDSCAPE MAINTENANCE AGREEMENT-MINI PARKS

THIS AGREEMENT is made by and between the City of Snoqualmie, a Washington municipal corporation (hereinafter the "City"), and AtWork Commercial Enterprises, LLC., organized under the laws of the State of Washington, located and doing business at 1935 152nd Pl NE, Bellevue, Washington (hereinafter the "Contractor" or "Vendor").

1. **DESCRIPTION OF WORK.** The Contractor shall do all the work and furnish all labor, materials, tools and equipment for the performance of the work (the "Work") in full compliance with the contract documents entitled **2022-2024 Landscape Maintenance (Mini Parks)** ("Contract Documents"), including this Agreement, Invitation to Bid, Instructions to Bidders, General Provisions, Specifications for Landscape Maintenance, Prevailing Wage Rate Requirements, Bid Form and Bid Schedules, Bid Guarantee Bond, Bidder Qualification/Responsibility Information, Performance and Payment Bond, Executed Retainage Forms, and Appendices A-C, all of which are incorporated by reference and made a part of this Agreement.

2. **TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall commence work, and complete the work and provide all goods, materials, and services according to the intervals and on the schedule set forth in the Contract Documents.

3. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed the amount of $209,959.49 in year 2022, $209,959.49 in year 2023, and $209,959.49 in year 2024, including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the annual "not to exceed amount" in twelve (12) equal monthly installments per year.

   A. **Defective or Unauthorized Work.** The City reserves its right to withhold payment :from Vendor and to assess penalties for any defective, incomplete or unauthorized goods, materials or services, as described in the General Provisions. In the event of errors or omissions by the Vendor in the performance of any Work required under this Contract, the Vendor shall make any and all necessary corrections without additional compensation.

   B. **Replacement Work.** If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services :from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement :from any and all amounts due or to become due the Vendor.

4. **CHANGES.** The City reserves the right to direct Vendor to change the frequency of services, add services or deduct services, as described in the General Provisions. In the event of any such changes, the City will adjust the monthly fee paid to Vendor to reflect the changes. All change directives will be issued in writing, and all services changes shall be itemized separately in the Vendor's monthly invoice.

5. **INVOICING AND PAYMENT.** The Vendor shall submit a monthly invoice on the last day of the month to the Parks and Public Works Department. Each invoice must contain an invoice number, site name, billing period, amount due for each site, and Washington Sales Tax if applicable. Each invoice must itemize any changes due to addition or deduction of services, or to changes in service frequency. Each invoice must also be accompanied by properly filled-out Supervisor's Inspection Reports. Any submitted invoice that is not accompanied by the Supervisor's Inspection Reports will not be processed.

6. **PREVAILING WAGES.** Vendor shall file a Statement of Intent to Pay Prevailing Wages with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. At the completion of the Work, Vendor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

7. **TERM AND TERMINATION.**

   A. **Term.** This Agreement shall remain in effect until December 31, 2024 ("Initial Term"). At the City's option, this Agreement may be extended for up to two (2) one-year terms. Compensation for the renewal terms shall be the amount paid per month for the last twelve (12) months of the Initial Term plus an increase equal to the annual increase in the Consumer Price Index for Seattle-Bremerton for each year of the renewal term(s).

   B. **Termination.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. In addition, the City has a right to immediately terminate this Contract upon written notice to the Vendor if: (1) the Vendor fails to comply with any provisions of this Contract and fails to timely cure the deficiency, as described in the General Provisions; or (2) the Vendor becomes insolvent or is adjudged bankrupt.

8. **WARRANTY.** Vendor warrants that it will faithfully and satisfactorily perform all work provided under this Agreement in accordance with the provisions of this Agreement and further warrants that the Work shall be free from defects in workmanship and material.

The Vendor shall promptly correct all defects in workmanship and materials: (1) when Vendor knows or should have known of the defect, or (2) upon Vendor's receipt of notification from the City of the existence or discovery of the defect.

9. **INDEMNIFICATION.** Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes the vendor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. In the event Vendor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Vendor's part, then Vendor shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Vendor's part. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

A The Vendor has the ability to control and direct the performance and details of its work, the City being interested primarily in the results obtained under this Agreement.

B. The Vendor maintains and pays for its own place of business from which Vendor's services under this Agreement will be performed.

C. The Vendor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Vendor's services, or the Vendor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Vendor is responsible for filing as they become due all necessary tax documents with appropriate federal, state and local agencies, including the Internal Revenue Service, the state Department of Revenue and the City of Snoqualmie.

E. The Vendor has registered and/or licensed its business and established an account with the state Department of Revenue, the City of Snoqualmie and other state and/or

local agencies as may be required by Vendor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington and a business license from the City of Snoqualmie.

F. The Vendor maintains a set of books dedicated to the expenses and earnings of its business.

11. BOND. Contractor shall provide a performance and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of such defects, discovered within one (1) year after final acceptance by the City.

12. RETAINAGE. The City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.

13. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

14. LIMITATION OF ACTIONS. Vendor must file any lawsuit arising from or connected with this Agreement within 120 days from the date the contract work is complete or vendor's ability to file that suit shall be forever barred. This section further limits any applicable statutory limitations period.

15. INSURANCE. A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

A. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than $1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

B. Commercial General Liability Insurance on an occurrence basis in an amount not less than $2,000,000 per occurrence and at least $5,000,000 in the annual

aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

C. Business Automobile Liability Insurance in an amount not less than $1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

D. Professional Errors and Omissions Insurance in an amount not less than $1,000,000 per occurrence and $1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

E. Pollution Liability insurance in the amount of $1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed.

F. Each policy shall contain a provision_ that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

G. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

H. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

16. JOB SAFETY. All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or City staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Should the City determine Contractor is not fulfilling its obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

A. Work performed at Vendor's risk. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

17. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. If any dispute, controversy, or claim arises out of this Contract, the parties agree to fust try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses charged by the mediation service equally; the parties shall be responsible for their own attorneys' fees incurred as a result of mediation.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws.,_ The Vendor agrees to c,omply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Public Records Act. The Vendor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Vendor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Snoqualmie. As such, the Vendor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

I. **City Business License Required.** Prior to commencing the Work, and every January thereafter for the Term of this Agreement, Contractor agrees to provide proof of a current city of Snoqualmie business license and payment of all applicable business and occupation taxes pursuant to Chapters 5.04 and 5.08 of the Snoqualmie Municipal Code.

J. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

K. Jurisdiction/Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.

L. Attorneys' Fees. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the

prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

M. Exclusivity. Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

IN **WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.**

Contractor
By:
Print Name:
Its
Date:

Notices to be sent to:

City of Snoqualmie
By:
Print Name: Katherine Ross
Its Mayor
Date: 2/3/2022

Notices to be sent to:

Attest:

Deborah A. Estrada, City Clerk

Approved as to form by:

Council Agenda Bill

AB Number

AB25-119

Agenda Bill Information

Title *

Amendment of Landscape Maintenance Agreement for Snoqualmie Parkway & other Rights of Way

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

11/24/2025

Staff Member

Philip Bennett

Department *

Public Works

Committee

Parks and Public Works

Committee Date

11/18/2025

Exhibits

Packet Attachments - if any

2026 Landscape Contract Amendment- ROW.docx	130.18KB
Res 1737 Landscape Parkway & other Rights-of-Way.docx	15.61KB

Summary

Introduction *

Brief summary.

The City's agreement with AtWork Commercial Enterprises for landscape maintenance services to maintain Snoqualmie Parkway and other Rights-of-Way expires on 12/31/2025. This agenda bill recommends extending the agreement until 12/31/2026.

Proposed Motion

Move to approve Resolution 1737 Amendment No. 2 to the Agreement for Landscape Maintenance Services for Snoqualmie Parkway & other Right-of-Ways

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The City has relied on landscape contractors for several years to maintain landscaped areas along major rights-of-way - including Snoqualmie Parkway, Hwy 202, and arterial roads in Snoqualmie Ridge Phase II (SR II). These landscapes provide aesthetic appeal to residents and visitors and also function for stormwater management. On 1/10/2022, the City Council approved Resolution 1599 awarding a Landscape

Maintenance Contract to AtWork Commercial Enterprises for this purpose. On 12/9/2024, the City Council approved Amendment 1 to the contract, which included additional areas to be maintained, and extended the contract until 12/31/2025. Staff are satisfied with the performance of the Contractor in 2025.

Analysis*

Amendment No.2 to the landscape maintenance agreement for Snoqualmie Parkway and other Rights-of-Way extends the existing contract until 12/31/2026, with no change in the scope of work. The amendment includes a cost increase of 2.8% for 2026, based on the Seattle-Tacoma-Bellevue Consumer Price Index from August 2024-August 2025. In 2026, we plan on re-bidding all three landscape contracts, concurrent with preparation of the 2027-2028 Biennial Budget.

Budgetary Status*

Funds have already been authorized in the current biennial budget.

Budget Summary

The second amendment to the AtWork contract is equal to $275,387 for 2026 Snoqualmie Parkway and other right-of-way landscaping services. These expenditures were incorporated within the 2025-26 Biennial Budget in two separate funds, including Parks and Streets Maintenance (#001) and the Stormwater Operations Fund (#403), with a respective Services budget of $3,484,201 and $2,546,682. Within Parks & Streets Maintenance (#001), $1,595,962 has been spent during the biennium. For Stormwater Operations (#403), $938,221 has been spent during the biennium. Currently, $84,205 in outstanding Parks & Streets Maintenance (#001) contract value and $78,556 in outstanding Stormwater Operations (#403) contract value exists for these funds, as shown below or on the following page.

With the addition of the AtWork contract, $82,616, or 30%, of which is allocated to Parks & Streets Maintenance and $192,771, or 70%, of which is allocated to Stormwater Operations, the remaining Services biennial budget appropriation for these two categories is $1,721,418 within Parks & Streets Maintenance (#001) and $1,337,134 within Stormwater Operations (#403). Therefore, sufficient appropriation exists within the 2025-2026 Biennial Budget to fund the contract.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
$275,387.00	$6,030,883.00	$0.00

Fiscal Impact Screenshot

Parks & Streets Maintenance (#001) and Stormwater Operations (#403) - Services

2025-2026 Biennial Budget	Parks & Streets Maintenance (#001)	Stormwater Operations (#403)	Combined
Beginning Budget	$ 3,484,201	$ 2,546,682	$ 6,030,883
Expenditures	$ (1,595,962)	$ (938,221)	$ (2,534,183)
Outstanding Contract Value	$ (84,205)	$ (78,556)	$ (162,761)
Current Available Budget	$ 1,804,034	$ 1,529,905	$ 3,333,939
Value of these Contracts (AB25-119)	$ (82,616)	$ (192,771)	$ (275,387)
Available Budget after Contract	$ 1,721,418	$ 1,337,134	$ 3,058,552

RESOLUTION NO. 1737

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE WASHINGTON, AUTHORIZING AMENDMENT NO. 2 TO THE LANDSCAPE MAINTENANCE AGREEMENT WITH ATWORK COMMERCIAL ENTERPRISES FOR SNOQUALMIE PARKWAY AND OTHER RIGHTS-OF-WAY

WHEREAS, the City of Snoqualmie owns extensive rights-of-way containing landscaped areas that provide benefits to citizens including stormwater management and aesthetic appeal; and

WHEREAS, these landscaped areas in rights-of-way require frequent maintenance to ensure both their beauty and functional benefits; and

WHEREAS, the City entered into an agreement with AtWork Commercial Enterprises on February 2, 2022. The initial term of the agreement was in effect until December 31, 2024, for landscape maintenance services for maintenance of these areas; and

WHEREAS, the agreement contains a provision that allows the City to extend the agreement for up to two (2) one (1)-year terms; and

WHEREAS, the City opted to extend the agreement for 2025 for another year, with an effective date until December 31, 2025; and

WHEREAS, the City is satisfied with the Contractor's performance, and wishes to extend the agreement for 2026, with a new effective date until December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED: The Mayor is hereby authorized to sign Amendment No. 2 to the Landscape Maintenance Agreement for Snoqualmie Parkway and other rights-of-way with AtWork Commercial Enterprises attached as Exhibit A.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

CITY OF SNOQUALMIE
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES
Contract Amendment No. 2
Snoqualmie Parkway & Other ROW's

This Amendment No. 2 to Agreement for Landscape Maintenance Services for Snoqualmie Parkway and other Rights of Way is entered into this ____day of December, 2025 with an effective date of January 1st, 2026 by and between the City of Snoqualmie, a Washington municipal corporation ("City") and AtWork Commercial Enterprises, LLC ("Contractor"). City and Contractor are collectively referred to herein as "the Parties."

NOW, THEREFORE, the parties herein do mutually agree as follows:

Section 3. Compensation Amended. Section 3 of the February 3, 2022 Agreement ("Compensation") is hereby amended to increase the 2026 compensation by 2.8% from $267,886 (Compensation from Amendment 1 in 2025) to $275,386.81

Section 7. Term Amended. Section 7 of the February 3, 2022 Agreement "Term and Termination" is hereby amended to extend the Agreement term through December 31, 2026.

CITY OF SNOQUALMIE:

By:_____
Katherine Ross, Mayor

Dated: _____

CONSULTANT:

By:_____
AtWork Commercial Enterprises, LLC.

Dated: _____

Attest:

_____
Deana Dean, City Clerk

Approved as to Form

_____
Dena Burke, City Attorney

Section 00 05 00

LANDSCAPE MAINTENANCE AGREEMENT SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY

THIS AGREEMENT is made by and between the City of Snoqualmie, a Washington municipal corporation (hereinafter the "City"), and AtWork Commercial Enterprises, LLC., organized under the laws of the State of Washington, located and doing business at 1935 152nd Pl NE, Bellevue, Washington (hereinafter the "Contractor" or "Vendor").

1. **DESCRIPTION OF WORK.** The Contractor shall do all the work and furnish all labor, materials, tools and equipment for the performance of the work (the "Work") in full compliance with the contract documents entitled **2022-2024 Landscape Maintenance (Snoqualmie Parkway** & **Other Rights of Way)** ("Contract Documents"), including this Agreement, Invitation to Bid, Instructions to Bidders, General Provisions, Specifications for Landscape Maintenance, Prevailing Wage Rate Requirements, Bid Form and Bid Schedules, Bid Guarantee Bond, Bidder Qualification/Responsibility Information, Performance and Payment Bond, Executed Retainage Forms, and Appendices A-C, all of which are incorporated by reference and made a part of this Agreement.

2. **TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall commence work, and complete the work and provide all goods, materials, and services according to the intervals and on the schedule set forth in the Contract Documents.

3. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed the amount of $243,696.70 in year 2022, $243,696.70 in year 2023, and $243,696.70 in year 2024, including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the annual "not to exceed amount" in twelve (12) equal monthly installments per year.

   A. **Defective or Unauthorized Work.** The City reserves its right to withhold payment from Vendor and to assess penalties for any defective, incomplete or unauthorized goods, materials or services, as described in the General Provisions. In the event of errors or omissions by the Vendor in the performance of any Work required under this Contract, the Vendor shall make any and all necessary corrections without additional compensation.

   B. **Replacement Work.** If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement from any and all amounts due or to become due the Vendor.

4. **CHANGES.** The City reserves the right to direct Vendor to change the frequency of services, add services or deduct services, as described in the General Provisions. In the event of any such changes, the City will adjust the monthly fee paid to Vendor to reflect the changes. All change directives will be issued in writing, and all services changes shall be itemized separately in the Vendor's monthly invoice.

5. **INVOICING AND PAYMENT.** The Vendor shall submit a monthly invoice on the last day of the month to the Parks and Public Works Department. Each invoice must contain an invoice number, site name, billing period, amount due for each site, and Washington Sales Tax if applicable. Each invoice must itemize any changes due to addition or deduction of services, or to changes in service frequency. Each invoice must also be accompanied by properly filled-out Supervisor's Inspection Reports. Any submitted invoice that is not accompanied by the Supervisor's Inspection Reports will not be processed.

6. **PREVAILING WAGES.** Vendor shall file a Statement of Intent to Pay Prevailing Wages with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. At the completion of the Work, Vendor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

7. **TERM AND TERMINATION.**

A. **Term.** This Agreement shall remain in effect until December 31, 2024 ("Initial Term"). At the City's option, this Agreement may be extended for up to two (2) one-year terms. Compensation for the renewal terms shall be the amount paid per month for the last twelve (12) months of the Initial Term plus an increase equal to the annual increase in the Consumer Price Index for Seattle-Bremerton for each year of the renewal term(s).

B. **Termination.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. In addition, the City has a right to immediately terminate this Contract upon written notice to the Vendor if: (1) the Vendor fails to comply with any provisions of this Contract and fails to timely cure the deficiency, as described in the General Provisions; or (2) the Vendor becomes insolvent or is adjudged bankrupt.

8. **WARRANTY.** Vendor warrants that it will faithfully and satisfactorily perform all work provided under this Agreement in accordance with the provisions of this Agreement and further warrants that the Work shall be free from defects in workmanship and material.

The Vendor shall promptly correct all defects in workmanship and materials: (1) when Vendor knows or should have known of the defect, or (2) upon Vendor's receipt of notification from the City of the existence or discovery of the defect.

9. **INDEMNIFICATION.** Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes the vendor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. In the event Vendor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Vendor's part, then Vendor shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Vendor's part. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

A. The Vendor has the ability to control and direct the performance and details of its work, the City being interested primarily in the results obtained under this Agreement.

B. The Vendor maintains and pays for its own place of business from which Vendor's services under this Agreement will be performed.

C. The Vendor has an established and independent business that is eligible for a business deduction for federal income tax pwposes that existed before the City retained Vendor's services, or the Vendor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Vendor is responsible for filing as they become due all necessary tax documents with appropriate federal, state and local agencies, including the Internal Revenue Service, the state Department of Revenue and the City of Snoqualmie.

E. The Vendor has registered and/or licensed its business and established an account with the state Department of Revenue, the City of Snoqualmie and other state and/or

local agencies as may be required by Vendor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington and a business license from the City of Snoqualmie.

F. The Vendor maintains a set of books dedicated to the expenses and earnings of its business.

11. BOND. Contractor shall provide a performance and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of such defects, discovered within one (1) year after final acceptance by the City.

12. RETAINAGE. The City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.

13. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any' person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

14. LIMITATION OF ACTIONS. Vendor must file any lawsuit arising from or connected with this Agreement within 120 days from the date the contract work is complete or vendor's ability to file that suit shall be forever barred. This section further limits any applicable statutory limitations period.

15. INSURANCE. A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

A. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than $1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

B. Commercial General Liability Insurance on an occurrence basis in an amount not less than $2,000,000 per occurrence and at least $5,000,000 in the annual

aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

C. Business Automobile Liability Insurance in an amount not less than $1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

D. Professional Errors and Omissions Insurance in an amount not less than $1,000,000 per occurrence and $1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

E. Pollution Liability insurance in the amount of $1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed.

F. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

G. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

H. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

16. JOB SAFETY. All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or City staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Should the City determine Contractor is not fulfilling its obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

A. Work performed-at Vendor's risk. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

17. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, orto exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses charged by the mediation service equally; the parties shall be responsible for their own attorneys' fees incurred as a result of mediation.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary.

D. Assign:μient. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment,_the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws.,_ The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel. engaged in operations covered by this Agreement or accruing out ofthe·performance of those operations.

H. Public Records Act. The Vendor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Vendor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Snoqualmie. As such, the Vendor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

I. **City Business License Required.** Prior to commencing the Work, and every January thereafter for the Term of this Agreement, Contractor agrees to provide proof of a current city of Snoqualmie business license and payment of all applicable business and occupation taxes pursuant to Chapters 5.04 and 5.08 of the Snoqualmie Municipal Code.

J. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

K. Jurisdiction/Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.

L. Attorneys' Fees. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the

prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

M. Exclusivity. Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

Contractor
By: --l--------'----1L,,J-?-,---!.....lh-?.---
Print Name: Robert Thompson
Its CFO
Dm e : --.-'!r--,--,?r-Z.--?"'Z;-=-?,----

Notices to be sent to:

_____

_____

City of Snoqualmie
By: 1i\a1a"' ±:,,>),,.;,, R,,
Print Name: Katherine Ross
Its Mayor
Date: 2/3/2022

Notices to be sent to:

_____

_____

Attest:

Deborah A. Estrada, City Clerk

Approved as to form by:

? ? ? ? ?
Bob Sterbank, City Attorney

Council Agenda Bill

AB Number

AB25-092

Agenda Bill Information

Title *

Ordinance Adopting Snoqualmie School District Impact Fees for 2026

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

11/10/2025

Staff Member

Mona Davis

Department *

Community Development

Committee

Finance and Administration

Committee Date

11/04/2025

Exhibits

Packet Attachments - if any

SVSD CFP 2025x2.pdf	1.62MB
x1 Impact Fee Ordinance w_Dena_edits.docx	18.38KB

Summary

Introduction *

Brief summary.

This is the 2026 update to the Snoqualmie Valley School District No. 410 school impact fees.

Proposed Motion

Move to adopt Ordinance 1312 updating the Snoqualmie Valley School District's Impact Fees for 2026.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The City of Snoqualmie adopted Ordinance 826 in 1998, providing for the assessment and collection of school impact fees for new construction. Section 1 of the ordinance is codified as Chapter 20.10 of the Snoqualmie Municipal Code. Chapter 20.10 SMC establishes school impact fees and requires the district to submit an annual update to its Capital Facilities Plan, an updated fee calculation/revised fee schedule; and an annual report on the school impact fee account, showing the source and amount of all moneys

collected, earned, or received, and the public improvements that were financed in whole or in part by impact fees. The District's Capital Facilities Plan (CFP) is the basis for the school impact fee and contains the details of how the fee is calculated. The City's Comprehensive Plan provides that the update of the District's Capital Facilities Plan be approved by the City Council by Resolution and School Impact Fees are adopted separately by Ordinance.

Analysis*

The Snoqualmie Valley School District submitted the required information to the City, including the updated Capital Facilities Plan (CFP), updated fee calculation (in the updated CFP), revised fee schedule (in the updated CFP), and an annual report. The ordinance establishing school impact fees for 2026 is in accordance with the Snoqualmie Valley School District No. 410 Capital Facilities Plan 2025-2030 and will change the school impact fee for average single-family residences from $10,187.76 to $13,126.84 (an increase of $2,939.08), and for multifamily residences from $6,170.35 to $6,170.35 (no change). The new school impact fees would be effective on January 1, 2026.

Budgetary Status*

This action has no budgetary implications.

Budget Summary

The City budgeted $200,000 in the School Impact Fee Fund (#020) within the 2025-26 Biennial Budget. If incurred through the permitting of a new residence, these fees would be received by the City and wholly remitted to the Snoqualmie Valley School District. The increase in impact fees is unlikely to require any budgetary adjustments.

SNOQUALMIE VALLEY SCHOOL DISTRICT 410

CAPITAL FACILITIES PLAN 2025

Snoqualmie Valley School District No. 410 hereby provides to the King County Council and the cities of North Bend, Sammamish, and Snoqualmie this Capital Facilities Plan documenting the present and future school facility requirements of the District. The Plan contains all elements required by the Growth Management Act and local implementing ordinances, including a six (6) year financing plan component.

Adopted on June 5, 2025

SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410

2025-2030
SIX-YEAR CAPITAL FACILITIES PLAN

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For information about this plan, call the District Business Services Office (425.831.8011)

Snoqualmie Valley School District No. 410
Snoqualmie, Washington
(425) 831-8000

Board of Directors

	Position Number	Term
Melissa Johnson, President	1	1/1/22 - 12/31/25
Judith Milstein	2	1/1/24 - 12/31/27
Rene Price	3	1/1/24 - 12/31/27
Gary Fancher	4	1/1/22 - 12/31/25
Ram Dutt Vedullapalli, Vice President	5	1/1/24 - 12/31/27

Central Office Administration

Superintendent	Dan Schlotfeldt
Assistant Superintendent - Finance & Operations	Ryan Stokes
Executive Director - Secondary Teaching and Learning	Andrea Zier
Executive Director - Elementary Teaching and Learning	Monica Heimbigner
Executive Director of Student Services	Kimberly Mackey
Executive Director of Human Resources	Beth Porter

Snoqualmie Valley School District No. 410
Snoqualmie, Washington

Administration Building
8001 Silva Ave S.E., P.O. Box 400
Snoqualmie, WA 98065
(425) 831-8000
Dan Schlotfeldt, Superintendent

Mount Si High School
8651 Meadowbrook Way S.E.
Snoqualmie, WA 98065
Debra Hay, Principal

Two Rivers School
8651 Meadowbrook Way S.E.
Snoqualmie, WA 98065
Catherine Fredenburg, Principal

Snoqualmie Middle School
9200 Railroad Ave S.E.
Snoqualmie, WA 98065
Megan Botulinski, Principal

Chief Kanim Middle School
32627 S.E. Redmond-Fall City Rd.
P.O. Box 639
Fall City, WA 98024
Michelle Trifunovic, Principal

Twin Falls Middle School
46910 SE Middle Fork Road
North Bend, WA 98045
Jeff D'Ambrosio, Principal

Cascade View Elementary
34816 SE Ridge Street
Snoqualmie, WA 98065
Katelyn Long, Principal

Snoqualmie Elementary
39801 S.E. Park Street
Snoqualmie, WA 98065
John Norberg, Principal

North Bend Elementary
400 East Third Street
North Bend, WA 98045
Rebekah Westra, Principal

Fall City Elementary
33314 S.E. 42nd
Fall City, WA 98027
Jamie Warner, Principal

Timber Ridge Elementary
34412 SE Swenson Drive
Snoqualmie, WA 98065
Shawn Lawrence, Principal

Opstad Elementary
1345 Stilson Avenue S.E.
North Bend, WA 98045
Emily Hays, Principal

Section 1. Executive Summary

The Snoqualmie Valley School District ("District") has developed this Six-Year Capital Facilities Plan ("Plan") in compliance with the State of Washington's Growth Management Act and King County Code 21A.43. This plan, based on data from spring 2025, aligns with previous capital facilities plans but is not the only plan for the District's needs.

For impact fees to be collected in unincorporated King County, the King County Council must adopt this plan. The District includes the cities of Snoqualmie, North Bend, and part of Sammamish, each of which has adopted a school impact fee policy similar to the county model.

The District updates this plan regularly, adjusting the fee schedule as necessary (see Appendix A for current calculations).

The Plan sets a "standard of service" for capacity, reflecting current student/teacher ratios the District aims to maintain. While the plan includes class size reductions for K-3, it does not account for further reductions in other grades as per Initiative 1351, which has not been funded by the state. Future updates will consider these changes as funding becomes available.

It should also be noted that although the State Superintendent of Public Instruction establishes square foot guidelines for capacity funding criteria, those guidelines do not account for the **actual** program needs in the District. The Growth Management Act and King County Code 21A.43 authorize the District to adjust the standard of service based on the District's specific needs.

In general, the District's current standard provides the following (see Section 2 for additional information):

School Level	Target Average Student/Teacher Ratio
Elementary	20 Students
Middle	27 Students
High	28 Students

Capacity for 2025-26: The District's permanent capacity is 6,599 students, with an additional 2,003 of capacity in portable classrooms to accommodate students. Enrollment for Fall 2024 was 6,815 FTE (which includes approximately 63 FTE served either out of district or via alternative programming). The District anticipates a slight decrease in enrollment through 2025-2026, followed by growth in later years. Projections show a 0.2% overall decrease to 6,803 students by 2030. However, variables such as housing growth in North Bend, potential zoning and housing construction changes to address future population growth in King County, and changes in enrollment trends may influence these projections.

The state's 2010 House Bill 2776 mandated full-day kindergarten by 2018, doubling the classroom needs for kindergartners. Additionally, the bill required K-3 class sizes to be reduced to 17 students, further increasing classroom demand. These changes, alongside growing enrollment, have escalated the need for permanent classroom space across all grade levels. The largest growth continues in Snoqualmie Ridge and North Bend. Census data shows Snoqualmie grew by 32.3% and North Bend by 31.8% over the past decade. Both cities expect further housing growth, while other areas will see minimal changes unless annexations occur.

Previous Capacity Expansions: Notable past expansions include Cascade View Elementary (2005), Twin Falls Middle School (2008), Mount Si High School (2009), Timber Ridge Elementary (2016), and Mount Si High School's replacement (2019). However, a significant portion of elementary capacity is still housed in portable classrooms, which currently provide the equivalent of two additional elementary schools' worth of space.

Citizen's Committee Recommendations: Following the completion of the Timber Ridge and Mount Si school additions, made possible by the District's most recent bond proposal (2015), the District started to assess its ongoing facility needs.

To evaluate current and future requirements and prioritize projects for potential upcoming bond measures, the District established a citizen's committee. This committee was tasked with reviewing the District's facilities needs, particularly in relation to evolving educational requirements, projected enrollment growth, building conditions and safety. The committee's goal was to develop a long-term facilities plan which would effectively communicate the district's future facility needs and improvements over the next 20 years.

Based on these considerations, the committee recommended the full rebuilding and expansion of North Bend Elementary and Fall City Elementary. This recommendation was driven by factors such as projected enrollment growth, the high number of portable classrooms in use, equitable learning spaces when compared to newer buildings, and the age and location of these schools. Replacing these older facilities will not only accommodate future growth but also reduce the current reliance on portables. Both schools are among the District's oldest, and replacing them will resolve long-standing maintenance issues, improve overall facility conditions, and provide more equitable learning environments on par with other schools in the District. The committee specifically recommended full replacements rather than remodels, as the benefits of new construction—such as addressing current needs in their entirety—far outweigh the slightly higher costs compared to a remodel. A full replacement allows for the design and installation of systems and components that fully meet the District's needs, whereas a remodel would only be able to address a portion of those needs.

The committee also recommended the replacement and expansion of Snoqualmie Middle School. This school, like the elementary schools, lacks equitable facilities and learning spaces when compared to the District's other middle schools. Moreover, a significant number of classrooms have doors that open to the exterior, creating ongoing safety and security concerns considering increasing incidents in public schools.

In 2024, the School Board formally accepted the recommendations of the Citizen's Facilities Advisory Committee and has begun planning for the potential bond measures to support these projects.

See Section 6 for further details on the District's capacity planning.

Section 2. Current District "Standard of Service"
(as defined by King County Code 21A.06

In accordance with King County Code 21A.06, each school district is required to establish a "standard of service" to determine its overall capacity. This standard accounts for factors such as program year, class size, the number of classrooms, students, special needs programs, and other district-specific considerations. Relocatable units (i.e., portable classrooms) may be included in capacity calculations using the same standards as permanent facilities.

The following outlines the District's current standard of service, which reflects programs and educational opportunities that directly impact building capacity. Note that some buildings' permanent capacities have been adjusted to accommodate special programs. The standard of service incorporates class size reductions at the K-3 level but does not yet include potential reductions for other grades per Initiative 1351, which, though approved by voters in 2014, has not been funded by the state. Future updates will consider these changes as funding becomes available.

Standard of Service for Elementary Students

- Average target class size for grades K – 2: 17 students
- Average target class size for grade 3: 17 students
- Average target class size for grades 4-5: 27 students
    - Weighted Average for K-5 based on the above: 20 students
- Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size: 12 students

The District's goal is to provide a standard of service of 17 students per classroom for kindergarten through grade 3, and 25 students per classroom in grades 4 through 5. However, the state currently funds grades 4 and 5 at 27 students per classroom.

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- Resource rooms
- Computer rooms
- Multi Language Learners (MLL)
- Education for disadvantaged students (Title I)
- Highly Capable education
- District remediation programs
- Learning assisted programs
- Transition rooms
- Behavior and other social, emotional programing
- Mild, moderate and severe disabilities
- Preschool programs

Standard of Service for Secondary Students

- Average target class size for grades 6-8: 27 students
- Average target class size for grades 9-12: 30 students
- Average target class size for Two Rivers School: 20 students
- Special Education for students with disabilities may be provided in a self-contained classroom. Average target class size: 12 students

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- English Language Learners (ELL)
- Resource rooms (for special remedial assistance)
- Computer rooms

Room Utilization at Secondary Schools

Full utilization of teaching stations is not possible due to program schedules, specialized room requirements, and teachers needing planning space.

For building capacity calculations, the District uses a standard utilization rate of 83% (5 out of 6 periods) for middle schools.

In the 2019-20 school year, Mount Si High School adopted a 7-period schedule, with teachers teaching 5 of those periods. This results in a room utilization rate of 71%, but as enrollment increases, teachers will move to shared classrooms in certain areas, which will slightly raise utilization to approximately 75%. The State does not fund the extra planning period provided to teachers in the 7-period day. Due to this and the lower room utilization, the class size for capacity purposes (and financial purposes) at Mount Si has been increased from 27 to 30 students. Future updates may adjust class size and room utilization rates based on schedule and/or funding changes.

Section 3. Inventory and Evaluation of Current Permanent Facilities

For the 2025–26 school year, the District's total student capacity is projected at 8,626, which includes 6,599 permanent classroom seats and 2,027 temporary (portable) classroom seats. As of October 2024, enrollment for facility planning purposes was 6,752 students. Total October 2024 enrollment—including students enrolled in alternative educational programs and out-of-district placements—was 6,815 full-time equivalents (FTE).

Capacity calculations at the elementary, middle, and high school levels are based on current service standards. Changes in instructional programs, student support needs (such as special education), and current facility use have led to adjustments in capacity at some schools. A summary table follows, detailing the current permanent capacity by school, organized by level and name.

A broader overview of districtwide capacity and enrollment projections for the next six years is provided in Section 7.

The physical condition of District facilities was evaluated as part of the 2023 State Study and Survey of School Facilities, conducted in accordance with WAC 180-25-025. This report, which is updated as facilities are modernized, is incorporated herein by reference.

Inventory of Permanent School Facilities and Related Program Capacity
2025-26 School Year

ELEMENTARY LEVEL

Facility	Address	Grade Span	Permanent Capacity *	2024-25 Enrollment **
CASCADE VIEW	34816 SE Ridge Street Snoqualmie, Washington	K thru 5	473	494
FALL CITY	33314 SE 42nd Place Fall City, Washington	K thru 5	270	456
NORTH BEND	400 E 3rd Street North Bend, Washington	K thru 5	325	466
OPSTAD	1345 Stilson Av SE North Bend, Washington	K thru 5	430	580
SNOQUALMIE	39801 SE Park Street Snoqualmie, Washington	K thru 5	390	491
TIMBER RIDGE	34412 SE Swenson Drive Snoqualmie, Washington	K thru 5	583	608
	Total Elementary School		**2,471**	**3,095**

MIDDLE SCHOOL LEVEL

Facility	Address	Grade Span	Permanent Capacity *	2024-25 Enrollment **
CHIEF KANIM	32627 SE Redmond-Fall City Rd Fall City, Washington	6, 7 & 8	697	522
SNOQUALMIE	9200 Railroad Ave SE Snoqualmie, Washington	6, 7 & 8	336	577
TWIN FALLS	46910 SE Middle Fork Road North Bend, Washington	6, 7 & 8	765	555
	Total Middle School		**1,798**	**1,654**

HIGH SCHOOL LEVEL

Facility	Address	Grade Span	Permanent Capacity *	2024-25 Enrollment **
MOUNT SI / TWO RIVERS	8651 Meadowbrook Way SE Snoqualmie, Washington	9 thru 12	2,330	2,003
	Total High School		**2,330**	**2,003**

TOTAL DISTRICT	**6,599**	**6,752**

* *Does not include capacity for special programs as identified in Standards of Service section.*

** *Snoqualmie Elementary and Middle schools enrollment includes Meadowbrook School (formerly Parent Partnership) enrollment, as students attend at those locations. Difference between enrollment (pg.12) is due to rounding, other educational programs, and out of district placements*

Section 4. Relocatable (Portable) Classrooms

For a definition of relocatables and permanent facilities, see Section 2 of King County Code 21A.06.

The District currently utilizes 93 portable classrooms, which account for approximately 23% of total classroom capacity. However, 36% of elementary capacity is in portables—equivalent to more than two full elementary schools. While the expansion of Mount Si High School and reopening of Snoqualmie Middle School reduced reliance on portables at the secondary level, ongoing enrollment growth may require the District to acquire or relocate additional portables for elementary schools over the next six years.

Portables offer short-term flexibility for fluctuating enrollment and program needs. All new and modernized school sites are designed to accommodate portables if needed. However, portables are not intended as a long-term solution, and the District remains committed to reducing the percentage of students housed in them.

Portable classroom costs vary significantly depending on location, permitting, and use. An additional 10 portables are used for specialized programs and districtwide services and are not available for general classroom use.

The former Two Rivers School facility, vacated in 2021, is undergoing renovation and will reopen in Fall 2025 as an early learning center. This project will relocate preschool programs from Snoqualmie Elementary and increase capacity to serve students in these programs.

Section 5. Six-Year Enrollment Projections

The District partners with Flo Analytics (FLO) to forecast student enrollment over a six-year period. FLO provides low, middle, and high-range projections based on historical growth, future housing developments, birth rates, economic trends, and other contributing factors.

According to FLO's 2024 mid-range projection, districtwide enrollment is expected to decline slightly—by 12 students (0.2%)—over the next six years. Elementary enrollment, however, is projected to grow by 139 students (4%) during that same period. Middle and high school enrollment is expected to decline as the recently smaller elementary cohorts advance through the system.

Enrollment data has been adjusted starting in 2016 to reflect Washington State House Bill 2776, which mandated full-day kindergarten. While this change did not increase student headcount, it effectively doubled the number of classrooms needed for kindergarten.

The District acknowledges that near-term projections may be influenced by several variables, including housing growth in North Bend, potential zoning and housing construction changes to address future population growth in King County, and changes in enrollment trends.

Snoqualmie Valley School District No. 410
Actual Full-Time Equivalent Enrollment through 2024 and Projected Enrollment from 2025 through 2030

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Enrollment Projections through 2029					
GRADE:	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Kindergarten **	245	267	241	548	508	548	603	402	546	491	492	449	454	517	527	544	535	541
1st Grade	540	530	578	526	574	530	552	561	475	531	502	514	460	466	528	538	556	547
2nd Grade	504	559	536	614	560	569	549	516	593	485	542	514	526	470	476	539	549	567
3rd Grade	509	515	567	559	608	564	572	519	549	579	489	550	517	530	473	480	544	554
4th Grade	517	509	566	597	566	585	566	534	525	546	584	491	553	520	533	474	481	547
5th Grade	528	538	526	570	596	557	584	554	545	523	545	581	492	554	521	534	475	482
K-5 Subtotal	**2,843**	**2,918**	**3,014**	**3,414**	**3,412**	**3,353**	**3,426**	**3,086**	**3,233**	**3,155**	**3,154**	**3,099**	**3,002**	**3,057**	**3,058**	**3,109**	**3,140**	**3,238**
6th Grade	472	514	570	529	580	582	574	581	548	538	520	546	580	491	553	520	533	474
7th Grade	512	481	525	572	511	581	590	550	594	536	544	522	546	580	491	553	520	533
8th Grade	476	505	486	508	563	514	570	558	554	595	542	551	527	551	585	496	558	525
6-8 Subtotal	**1,460**	**1,500**	**1,581**	**1,609**	**1,654**	**1,677**	**1,734**	**1,689**	**1,696**	**1,669**	**1,606**	**1,619**	**1,653**	**1,622**	**1,629**	**1,569**	**1,611**	**1,532**
9th Grade	477	489	525	475	510	567	523	571	581	565	617	568	572	547	572	607	514	579
10th Grade	473	469	473	500	472	499	556	507	576	566	570	617	565	569	544	569	604	512
11th Grade	369	396	357	310	360	317	369	381	411	461	473	468	505	464	467	446	467	495
12th Grade	363	388	372	321	283	315	338	376	379	397	416	444	447	484	444	447	428	447
9-12 Subtotal	**1,682**	**1,742**	**1,727**	**1,606**	**1,625**	**1,698**	**1,786**	**1,835**	**1,947**	**1,989**	**2,076**	**2,097**	**2,089**	**2,064**	**2,027**	**2,069**	**2,013**	**2,033**
				***														
K-12 TOTAL	**5,985**	**6,160**	**6,322**	**6,629**	**6,691**	**6,728**	**6,946**	**6,610**	**6,876**	**6,813**	**6,836**	**6,815**	**6,744**	**6,743**	**6,714**	**6,747**	**6,764**	**6,803**
	1.5%	*2.9%*	*2.6%*	*4.9%*	*0.9%*	*0.6%*	*3.2%*	*-4.8%*	*4.0%*	*-0.9%*	*0.3%*	*-0.3%*	*-1.0%*	*0.0%*	*-0.4%*	*0.5%*	*0.3%*	*0.6%*

* *Enrollment Projections above reflect mid-range enrollment projections provided by Flo Analytics: December 2024.*

** *Kindergarteners are counted as 1/2 FTE until 2016, when kindergarten classes transitioned to full day programming.*

*** *The district experienced large increases in Running Start enrollment for grades 11-12 recently. It is still too early to determine if this is a trend or an anomaly based on current circumstances (construction, high school schedule, etc.) Future enrollment will continue to be monitored and projections may be adjusted in subsequent updates to the Capital Facilities Plan.*

Section 6. Six-Year Planning and Construction Plan

To meet ongoing and future capacity challenges and facilities needs, the District plans to:

- Construct new permanent elementary school capacity
- Rebuild and expand Snoqualmie Middle School
- Use portable classrooms where other solutions are not feasible
- Acquire land to expand transportation facilities

Elementary School Capacity Needs

Despite adding Timber Ridge Elementary in 2016, nearly all elementary schools still exceed their permanent capacity. Currently, 36% of elementary students are housed in portables, and some schools—like Snoqualmie, Fall City, and North Bend—have around 50% of their capacity in portable classrooms. In addition, growth at the elementary level is projected to continue.

Portables offer only short-term relief. Further expansion is constrained by land availability, building codes, and limitations in shared spaces like restrooms, parking, and specialist classrooms.

Future elementary school construction is expected to focus on replacing aging buildings with larger facilities that expand capacity and reduce reliance on portables.

Citizens' Facilities Advisory Committee Recommendations

In 2020, the District formed the Citizens' Facilities Advisory Committee to evaluate long-term solutions. In 2023, the committee prioritized:

1. **Rebuilding and expanding Fall City and North Bend Elementary Schools**
    - Both are the oldest in the District and have the highest portable use.
    - North Bend Elementary must be replaced due to its location in a floodway, which limits renovation.
    - These two projects would eliminate 29 portable classrooms and support future growth.

2. **Rebuilding Snoqualmie Middle School**
    - A new facility on District-owned property at Snoqualmie Ridge would enhance safety, and provide instructional spaces that meet current educational needs and are more comparable to the district's other middle schools, while reducing transportation demands, while also reducing the utilization of approximately 10-15 portable classrooms.

Additional recommendations for future phases of the long-term plan would include modernization or replacement of Opstad Elementary, Snoqualmie Elementary and Chief Kanim Middle School. The existing Snoqualmie Middle School would also be repurposed for other district uses.

A 7th elementary school may also be considered if enrollment exceeds projections.

In 2024, the School Board accepted these recommendations and plans to survey the community on a future bond to fund these projects.

Current and Ongoing Projects

The district currently provides required preschool services to students who qualify at Snoqualmie Elementary School. As part of the 2015 bond, the District is converting the former Two Rivers School into an Early Learning Center. This facility will serve the growing special education needs of the District and increase capacity for typically developing peers to be a part of preschool programming. This facility will also serve an expanded daycare program to help support district staff with young children. It is expected to open in Fall 2025.

Transportation Facility Needs

The District must also address its outdated transportation facility, which is insufficient for current and future needs. While recent driver shortages have obscured this issue, hiring more staff will highlight capacity limitations. Though a transportation facility was considered in the 2015 bond, it was excluded due to cost.

The District now plans to identify and secure land for a future transportation facility. While these costs are not eligible for impact fee funding, they are a key part of the District's long-term planning.

Section 7. Six-Year Classroom Capacities: Availability/Deficit Projections

The table below summarizes the District's projected permanent and portable capacity throughout the duration of this Plan.

Despite the opening of Timber Ridge Elementary in 2016, the District continues to face permanent capacity shortages at the elementary level, with 36% of elementary students still housed in portable classrooms.

To address long-term needs, the District plans to rebuild and expand North Bend Elementary by 2030 and Fall City Elementary by 2031. Each project would replace portables used by approximately 300 students with permanent classrooms. With the completion of the North Bend Elementary school planned for 2030, the percentage of elementary students housed in portable classrooms would be reduced to 29%, with an additional reduction once Fall City Elementary is completed.

At the secondary level, the expansion of Mount Si High School (MSHS) has significantly increased permanent capacity for grades 9–12, and also benefited middle school capacity. A replacement of Snoqualmie Middle School would replace portables used by 200-340 students, depending on the service location of Meadowbrook School (previously Parent Partnership).

Districtwide, 23% of classrooms are projected to be in portables in the 2025–26 school year. With planned elementary capacity additions, this percentage is expected to drop to 21% by 2030, with additional decreases once Fall City Elementary and Snoqualmie Middle School projects are completed.

The District remains committed to reducing the current reliance on portable classrooms and will continue to assess future elementary capacity needs.

PROJECTED CAPACITY TO HOUSE STUDENTS

Elementary School K-5

PLAN YEARS: *	2025	2026	2027	2028	2029	2030
**Permanent Capacity ** **	**2,471**	**2,471**	**2,471**	**2,471**	**2,471**	**2,471**
New Construction: *Preschool, Elementary Capacity*	-	-	-	-	-	325
Permanent Capacity subtotal:	**2,471**	**2,471**	**2,471**	**2,471**	**2,471**	**2,796**
Projected Enrollment:	3,057	3,058	3,109	3,140	3,238	3,238
Surplus/(Deficit) of Permanent Capacity:	(586)	(587)	(638)	(669)	(767)	(442)
Portable Capacity Available:	1,377	1,377	1,377	1,419	1,419	1,419
Portable Capacity Changes (+/-):	-	-	42			(280)
Surplus/(Deficit) with Portables:	791	790	781	750	652	697

Middle School 6-8

PLAN YEARS: *	2025	2026	2027	2028	2029	2030
Permanent Capacity	**1,798**	**1,798**	**1,798**	**1,798**	**1,798**	**1,798**
	-	-	-	-	-	-
Permanent Capacity subtotal:	**1,798**	**1,798**	**1,798**	**1,798**	**1,798**	**1,798**
Projected Enrollment:	1,622	1,629	1,569	1,611	1,532	1,532
Surplus/(Deficit) of Permanent Capacity:	176	169	229	187	266	266
Portable Capacity Available:	650	650	650	650	650	650
Portable Capacity Changes (+/-):	-	-	-	-	-	-
Surplus/(Deficit) with Portables:	826	819	879	837	916	916

High School 9-12

PLAN YEARS: *	2025	2026	2027	2028	2029	2030
Permanent Capacity	**2,330**	**2,330**	**2,330**	**2,330**	**2,330**	**2,330**
	-	-	-	-	-	-
Total Capacity:	**2,330**	**2,330**	**2,330**	**2,330**	**2,330**	**2,330**
Projected Enrollment:	2,064	2,027	2,069	2,013	2,033	2,033
Surplus/(Deficit) Permanent Capacity:	266	303	261	317	297	297
Portable Capacity Available:	0	0	0	0	0	0
Portable Capacity Changes (+/-):	-	-	-	-	-	-
Surplus/(Deficit) with Portables:	266	303	261	317	297	297

K-12 TOTAL

PLAN YEARS: *	2025	2026	2027	2028	2029	2030
Total Permanent Capacity:	**6,599**	**6,599**	**6,599**	**6,599**	**6,599**	**6,924**
Total Projected Enrollment:	6,743	6,714	6,747	6,764	6,803	6,803
Surplus/(Deficit) Permanent Capacity:	(144)	(115)	(148)	(165)	(204)	121
Total Portable Capacity	2,027	2,027	2,069	2,069	2,069	1,789
Total Permanent and Portable Capacity	8,626	8,626	8,668	8,668	8,668	8,713
Surplus/(Deficit) with Portables:	1,883	1,912	1,921	1,904	1,865	1,910

** Plan Years are calendar years; projected enrollment listed above represents fall enrollment of that year.*
*** North Bend Elementary rebuild would provide permanent capacity of 650 students compared to current permanent capacity of 325, for a net addition of 325, as well as the ability to eliminate existing portable capacity of 280.*

Section 8. Impact Fees and the Finance Plan

By law, impact fees cannot fully fund new school capacity needs; they may only cover a portion of the costs associated with growth. The impact fee formula ensures new development contributes to the facilities required to serve the students it generates. These calculations are based on student generation factors, which calculate the average number of students generated per new single-family or multi-family unit, derived from recent local data.

The student generation factor is applied to anticipated construction costs (construction-only, not total project costs) over the six-year span of this Plan. The result is the per-dwelling unit cost of providing school capacity for new housing. This amount is then reduced by expected State match funds and the present value of future tax revenues from existing school construction bond debt service which the new homeowner will be paying.

King County and the cities of Sammamish, Snoqualmie, and North Bend require that local communities cover 50% of this adjusted cost. Therefore, the final proposed impact fee reflects this mandated reduction, after the additional discounts noted above.

Due to these adjustments, impact fees alone are insufficient to fund school construction. Most funding must come from locally approved bonds.

A small amount of funding may also come from State School Construction Assistance Program or "State Match" funds. For example, the District received State Match funds for the Timber Ridge Elementary and Mount Si High School projects, which covered only about 11% of total costs, just over the amount of sales tax charged on public school construction. Thus, state funding has a very limited role in addressing school facility needs.

The District's finance plan for 2025-2030 includes secured funds from the 2015 bond and current impact fees but will require additional bonds. The District owns undeveloped land in both Snoqualmie and North Bend that could support future schools and must also plan for expanded transportation facilities.

Future updates to this Plan will include revised construction project and funding details, as they develop and change.

FINANCING PLAN

Facility:		Estimated Cost	Unsecured Source of Funds: Bonds/Local	State Match	Impact Fees	Secured Source of Funds: Bonds	State Match	Impact Fees	Other Sources
Preschool		*$5,300,000*	$0	$0	$0	$2,000,000	$0	$3,300,000	$0
Elementary School Construction	[1]	*$121,800,000*	*$116,750,000*	[2] *$50,000*	*$2,000,000*	*$0*	*$0*	*$3,000,000*	*$0*
Portable Classrooms - ES		*$780,000*	*$0*	*$0*	*$605,000*	*$0*	*$0*	*$175,000*	*$0*
Land Acquisition/Development - Transportation Facility Expansion		*$8,000,000*	*TBD*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*

[1] *Listed here are estimated total project costs as adjusted for cost escalation through anticipated bid year. Impact fees are only be calculated on 'construction costs'. Costs backed out of the total project cost to arrive at 'construction cost' represent about 25-30% of the total project cost. These costs inlcude design/engineering fees, sales tax, permitting, inspection, insurance and construction management costs, as well as furnishings and equipment for the building. The difference in cost is summarized below.*

Added Elementary School Capacity:
Estimated total project cost = 121,800,000 Estimated cost of construction = $96,700,000

[2] *State Matching funds calculated based off of estimates provided by OSPI in March 2025*

Cost Estimates and State Match Availability

To estimate construction costs, the District is using actual costs from recent portable acquisitions, adjusted for inflation. The elementary capacity project estimate is based on NAC Architecture's data from recent bid awards, with inflation projected through the project's midpoint. Other project costs are internally estimated using current market rates and preliminary designs.

The District has updated its estimate of potential State matching funds from OSPI, which are available for:

1. New construction for 'unhoused' students (those in non-permanent facilities), and
2. Modernization or replacement of facilities not renovated in 30+ years.

Matching funds for new construction are grouped by K–8 and 9–12 grade bands. The District is not currently eligible for 'unhoused' construction funding since middle school capacity offsets elementary students in portables. Due to recent enrollment declines at the elementary level, currently one out of 5 students are served in portable classrooms, with that percentage growing to 23% over the next few years. As seen in Section 7, the total unhoused students for K-8 is still over 400 (586 of unhoused elementary, offset by 176 of surplus permanent capacity at the middle school level). And yet, the state formula based solely on square footage does not qualify the district for any funding for unhoused students. We assert that the state formula for funding is antiquated, as it does not calculate unhoused students currently for the district. In addition, it does not account for the numerous required programs and services that are incorporated into schools and require space to operate.

Modernization funding is site-specific, and buildings qualify 30 years after any construction or renovations have occurred. Current estimates suggest state match would cover only 0–2% of construction costs for North Bend and Fall City Elementary schools, both last renovated in 1999. By 2031, when full eligibility is expected, matching funds may rise to 6–7% of the current project cost, but overall project cost inflation would outpace any financial benefit of delaying construction in order to access those potential state matching funds.

The District maintains that the state's funding formula is inadequate, providing less than 10% of actual costs—and urges reform to better align with current construction realities.

Appendix A: Composite Student Generation Factors

Ordinance No. 10162, Section R. Page 5: lines 30 thru 35 & Page 6: line 1:
"Student factors shall be based on district records on average actual student generation rates for new developments constructed over a period of not more than five (5) years prior to the date of the fee calculation: provided that, if such information is not available in the district, data from adjacent districts, districts with similar demographics, or county wide averages may be used."

In 2024, the FLO Analytics analyzed student generation rates within Snoqualmie Valley and found the following rates:

K–12 Students per Housing Unit Built 2019–2023

Housing Type	Housing Units	Students				SGRs			
		K–5	6–8	9–12	K–12	K–5	6–8	9–12	K–12
Single-family	707	199	85	90	374	0.281	0.120	0.127	0.529
Multifamily	425	82	47	60	189	0.193	0.111	0.141	0.445

For purposes of the impact fee calculation, the district is using its own rate for single-family dwellings.

Multi-family developments can vary widely, and the number of students generated depends on the nature of the developments, including affordability, location, number of bedrooms, and even proximity to local schools. Some of the larger market rate multifamily developments in the FLO Analytics study were not fully constructed/occupied at the end of 2023 (the outside date of the study period), so the true student generation rates from those developments are not currently known. As such, while the District is using its own rate for multi-family units, the District has chosen to employ a discretionary adjustment to the calculated multi-family school impact fee to keep the fee at the same amount as the fee calculated in 2024, as we monitor the district data set for another year.

The District will continue to revisit this analysis in the next update to the Capital Facilities Plan.

Finally, local cities and jurisdictions updated their comprehensive plans to facilitate the delivery of middle housing expected future King County housing needs. Given constraints on available developable land, potential changes to zoning, density and annexation might be necessary to accommodate that housing growth. This would potentially impact both the student generation rates and the capital facilities needed to house additional future students. The District will continue to monitor these impacts on future updates to the Capital Facilities Plan.

Appendix B: Single Family Residence Impact Fee Calculation

Site Aquisition Cost Per Residence

Formula: ((Acres x Cost per Acre) / Facility Size) x Student Factor

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	$0	n/a	0.2810	$0.00
Middle	25	$0	n/a	0.1200	$0.00
High	40	$0	n/a	0.1270	$0.00
				A------->	$0.00

Permanent Facility Construction Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$96,700,000	650	0.2810	0.8541	$35,704.93
Middle	$0	0	0.1200	0.9013	$0.00
High	$0	0	0.1270	1.0000	$0.00
				B------->	$35,704.93

Temporary Facilities Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$396,000	20	0.2810	0.1459	$811.76
Middle	$0	27	0.1200	0.0987	$0.00
High	$0	28	0.1270	0.0000	$0.00
				C------->	$811.76

State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match	Student Factor	
Elementary	$375.00	90	0.05%	0.2810	$4.74
Middle	$375.00	117		0.1200	n/a
High	$375.00	130	n/a	0.1270	n/a
				D------->	$4.74

Tax Credit Per Residence

Average Residential Assessed Value	$1,028,420	
Current Debt Service Tax Rate	$1.2390	
Annual Tax Payment	$1,274.21	
Bond Buyer Index Annual Interest Rate	4.15%	
Discount Period (Years Amortized)	10	
	TC------->	$10,258.26

Fee Per Residence Recap:

Site Acquisition Cost	$0.00	
Permanent Facility Cost	$35,704.93	
Temporary Facility Cost	$811.76	
Subtotal		$36,516.69
State Match Credit	($4.74)	
Tax Payment Credit	($10,258.26)	
Subtotal		$26,253.69
50% Local Share		($13,126.84)
Impact Fee, net of Local Share		**$13,126.84**

Appendix B: Multi-Family Residence Impact Fee Calculation

Site Aquisition Cost Per Residence

Formula: ((Acres x Cost per Acre) / Facility Size) x Student Factor

	Site Size	Cost / Acre	Facility Size	Student Factor	
Elementary	15	$0	n/a	0.1930	$0.00
Middle	25	$0	n/a	0.1110	$0.00
High	40	$0	n/a	0.1410	$0.00
				A------->	$0.00

Permanent Facility Construction Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Permanent/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$96,700,000	650	0.1930	0.8541	$24,524.19
Middle	$0	0	0.1110	0.9013	$0.00
High	$0	0	0.1410	1.0000	$0.00
				B------->	$24,524.19

Temporary Facilities Cost Per Residence

Formula: ((Facility Cost / Facility Capacity) x Student Factor) x (Temporary/Total Footage Ratio)

	Facility Cost	Facility Capacity	Student Factor	Footage Ratio	
Elementary	$396,000	20	0.1930	0.1459	$557.54
Middle	$0	27	0.1110	0.0987	$0.00
High	$0	28	0.1410	0.0000	$0.00
				C------->	$557.54

State Match Credit Per Residence (if applicable)

Formula: Current Construction Cost Allocation x SPI Footage x District Match x Student Factor

	CCCA	SPI Footage	District Match %	Student Factor	
Elementary	$375.00	90	0.05%	0.1930	$3.26
Middle	$375.00	117	n/a	0.1110	n/a
High	$375.00	130	n/a	0.1410	n/a
				D------->	$3.26

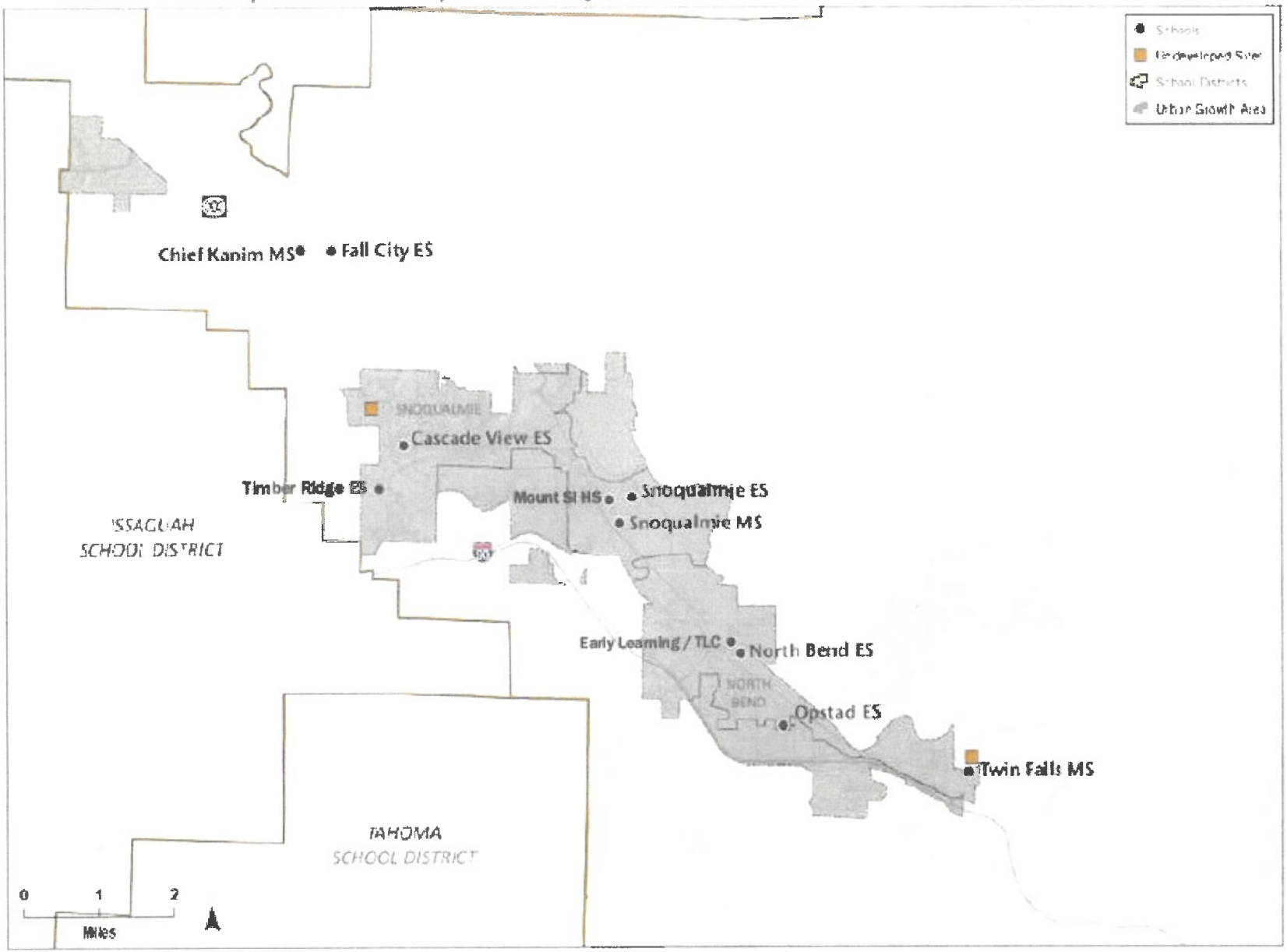
Tax Credit Per Residence

Average Residential Assessed Value		$329,669
Current Debt Service Tax Rate		$1.2390
Annual Tax Payment		$408.46
Bond Buyer Index Annual Interest Rate		4.15%
Discount Period (Years Amortized)		10
	TC------->	$3,288.37

Fee Per Residence Recap:

Site Acquisition Cost	$0.00	
Permanent Facility Cost	$24,524.19	
Temporary Facility Cost	$557.54	
Subtotal		$25,081.73
State Match Credit	($3.26)	
Tax Payment Credit	($3,288.37)	
Subtotal		$21,790.10
50% Local Share		($10,895.05)
Additional adjustment (discretionary)		($4,724.70)
Impact Fee, net of Local Share		**$6,170.35**

Schools and Undeveloped Sites in Snoqualmie Valley School District



Appendix C: District Map

ORDINANCE NO. 1312

AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON, UPDATING SCHOOL IMPACT FEES PURSUANT TO CHAPTER 20.10 OF THE SNOQUALMIE MUNICIPAL CODE

WHEREAS, the City of Snoqualmie adopted Ordinance No. 826 on September 28, 1998, adopting Chapter 20.10 of the Snoqualmie Municipal Code and setting school impact fees as authorized by the Growth Management Act based upon the Snoqualmie Valley School District No. 410 Capital Facilities Plan 1998; and

WHEREAS, the City Council has approved the Snoqualmie Valley School District No. 410 Capital Facilities Plan 2025-2030 by Resolution 1728, and it is deemed adopted by reference as provided in the City of Snoqualmie Comprehensive Plan; and

WHEREAS, the City should update the school impact fees based on the most recent Snoqualmie Valley School District No. 410 Capital Facilities Plan adopted by reference by the City;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Snoqualmie, Washington, as follows:

Section 1. School impact fees to be collected pursuant to Chapter 20.10 of the Snoqualmie Municipal Code as of the date as set forth in Section 2 are hereby established as follows:

Impact fee per single-family dwelling unit	**$ _____**
Impact fee per multi-family dwelling unit	**$ _____**

Section 2. This ordinance shall be effective five days after publication as provided by law.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering anti section/subsection numbering.

Section 4. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

ATTEST:

_____
Deana Dean, City Clerk

APPROVED AS TO FORM:

_____
Dena Burke, City Attorney

Council Agenda Bill

AB Number

AB25-103

Agenda Bill Information

Title *

Critical Areas Ordinance

Action *

Motion

Council Agenda Section

Ordinance

Council Meeting Date *

11/10/2025

Staff Member

Mona Davis

Department *

Community Development

Committee

Community Development

Committee Date

11/03/2025

Exhibits

Packet Attachments - if any

x5 Letter of Support from WDFW.pdf	172.21KB
x3 Crosswalk between existing and new code.pdf	357.42KB
x2 Best Available Science memo.pdf	224.13KB
x1 Summary of Changes.pdf	166.44KB
x6 Planning Commission Recommendation.pdf	73.23KB
CAO Ordinance.docx	29.55KB
x4 SMC 19.12 091825 track changes in red.pdf	439.98KB
SMC 19.12 091825 track changes accepted.pdf	413.2KB

Summary

Introduction *

Brief summary.

This agenda bill seeks City Council adoption of the proposed ordinance adopting a revised Chapter 19.12 Critical Areas of the SMC.

Proposed Motion

Move to approve Ordinance 1313 amending Snoqualmie Municipal Code Title 19 Chapter 19.12 related to Critical Areas.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The Washington Growth Management Act (GMA) requires cities to update their Critical Areas Ordinance (CAO) within one year of the periodic update to the Comprehensive Plan pursuant to RCW 36.70A.130(7). All critical areas must be designated and functions and values protected using the Best Available Science (BAS) information as required in the GMA.

Following the Planning Commission's initial recommendation for approval of the draft CAO and Flood Hazard Regulations updates on December 2, 2024, the Community Development Committee requested staff to further assess the status of the floodplain mapping for the Snoqualmie River and critical area buffers.

Additionally, the city received comments on the proposed CAO updated on December 20, 2024 from WA Department of Fish & Wildlife (WDFW), which prompted staff to re-assess and an opportunity to incorporate additional changes. The city provided the updated draft CAO to WDFW in August 2025 for comment. Resolution of these comments are reflected in the current draft CAO. The Summary of Changes memo (x1) provides updates that were made to the CAO since December 2, 2024.

The Planning Commission reviewed a revised draft at their regular meeting on October 6, 2025 and unanimously recommended approval with conditions as stipulated in the attached Planning Commission Recommendation (x6).

Analysis *

The proposed ordinance would adopt a revised critical areas code that utilizes Best Available Science (BAS) and is consistent with the requirements of the Washington Growth Management Act (GMA)

Budgetary Status *

This action has indirect budgetary implications.

Budget Summary

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested

Fiscal Impact Screenshot

ORDINANCE NO. 1313

AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON ADOPTING CHAPTER 19.12 TO SNOQUALMIE MUNICIPAL CODE RELATED TO THE CRITICAL AREAS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, The Washington Growth Management Act (GMA) requires cities to update their Critical Areas Ordinance (CAO) within one year of the periodic update to the Comprehensive Plan pursuant to RCW 36.70A.130(7); and

WHEREAS, the City's 2024 Comprehensive Plan Periodic Update was adopted by City Council on December 9, 2024, under Ordinance 1302; and

WHEREAS, all critical areas must be designated, and functions and values protected using the Best Available Science (BAS) information, as required in the GMA; and

WHEREAS, the Planning Commission's initial recommendation for approval of the draft CAO, including flood hazard regulations updates on December 2, 2024, were further evaluated and refined at the request of the Community Development Committee; and

WHEREAS, the city coordinated further updates to the draft CAO with Washington Department of Fish and Wildlife in August 2025 for comment and received an updated letter of support on September 26, 2025; and

WHEREAS, the Planning Commission reviewed a revised draft at their regular meeting on October 6, 2025, and unanimously recommended approval with conditions as stipulated in the Planning Commission Recommendation signed by the Planning Commission Chair on October 14, 2025; and

WHEREAS, the Community Development Committee reviewed the Planning Commission's recommendations at their regular meeting on November 3, 2025, and recommends Council adopt allowed improvements with a maximum footprint of 250 square feet, such as decks, patios, and other appurtenances.

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

Section 1. Revised Chapter Adopted. Chapter 19.12 of the Snoqualmie Municipal Code is hereby adopted as set forth in Exhibit A.

Section 2. Effective Date. This ordinance shall be effective five days after publication as provided by law.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering anti section/subsection numbering.

Section 4. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

ATTEST:

_____
Deana Dean, City Clerk

APPROVED AS TO FORM:

_____
Dena Burke, City Attorney

Memorandum

To:	Planning Commission, City of Snoqualmie
From:	Jeff Gray, MS, PWS Mona Davis, Community and Economic Development Director, Snoqualmie
Copies:	
Date:	September 18, 2025
Subject:	Critical Areas Ordinance: Summary of Changes from Approved December 2, 2024 CAO to Current
Project No.:	032703.V00

This memorandum summarizes updates to the City of Snoqualmie's Critical Areas Ordinance (CAO) [Snoqualmie Municipal Code (SMC) 19.12] and Flood Hazard Regulations (SMC 15.12) that have been made since the Planning Commission's approval on December 2, 2024. The Washington Growth Management Act (GMA) requires cities to update their CAO before December 31, 2024. Counties and cities have an additional 1-year extension, beyond the periodic update deadline, to complete the review and update pursuant to RCW 36.70A.130(7). All critical areas must be designated and functions and values protected using the best available science (BAS) information as required in the GMA.

Summary of Changes to SMC 15.12 (Flood Hazard Regulations) Since December 2, 2024

Following the Planning Commission's approval of the draft CAO and Flood hazard Regulations updates on December 2, 2024, the Economic Development Commission postponed review of draft code updates to further assess the status of the floodplain mapping for the Snoqualmie River. The updated Flood Hazard Regulations approved on December 2, 2024 included increasing the freeboard for new developments from one to three feet above the base flood elevation (BFE) of the 100-year flood event. Freeboard in floodplain construction is an additional vertical height above the minimum BFE for the finished floor elevation, serving as a safety margin against floods. The City of North Bend has adopted the two-foot standard, and King County has adopted the three-foot freeboard standard, for example.

Changes to the Flood Hazard Regulations are no longer proposed. King County prepared the *Snoqualmie River Hydrologic Study – Evaluation of Effects of Snoqualmie Falls Projects on Downstream Flooding* (2016) that showed downstream projects at the Snoqualmie Falls would result in a 1.4-foot drop in the river's 100-year BFE within the City. The USACE's 205 Project completed in 2004 widened the stream channel above Snoqualmie Falls, and Puget Sound Energy's (PSE) Snoqualmie Falls Project completed in 2012 widened the river channel and lowered the weir crest. The projected 1.4-foot decrease provides a factor of safety within the City because FEMA has not updated the Flood Insurance Rate Maps to reflect the modeled decrease in the BFE, and the City's flood hazard regulations are based on the current FEMA floodplain boundaries. King County is planning to update the hydrologic model for the Snoqualmie River, which will be used to update the FEMA flood maps and 100-year flood boundaries. King County is planning to submit a Letter of Map Revision (LOMR) to FEMA in 2026 to update the flood maps. The City can reassess the need for additional flood protections in the City code after the FEMA 100-year flood boundaries have been updated and established based on the current conditions.

Summary of Changes to SMC 19.12 (CAO) Since December 2, 2024

The City received comments on the proposed CAO updates on December 20, 2024 from the Washington Department of Fish and Wildlife (WDFW) and on December 30, 2024 from the Washington Department of Ecology (Ecology). The agency comments were received after the PC approved the updated CAO, and the pause to re-assess changes to the Flood Hazard Regulations offered an opportunity to incorporate additional changes. The City provided the updated CAO to WDFW in August 2025 for comment. Resolution of these comments are reflected in the current draft CAO. The following updates were made to the CAO that was approved by the PC on December 2, 2024:

1) Updated Table 19.12.170.1 (Wetland Buffers) to align with Ecology's most current guidance, including combining wetlands with a habitat score of 5 with low functioning wetlands that score 3 or 4.
2) Added a condition to the Reasonable Use Exception (SMC 19.12.040.C.5) that "The inability to derive reasonable economic use is not the result of the applicant's actions or that of a previous property owner, such as by segregating or dividing the property and creating an undevelopable condition."
3) Added two conditions at SMC 19.12.090.B.5 and .6 (Buffers) regarding functionally isolated buffers and allowances for single family residences part of a previously approved development:
    a. SMC 19.12.090.B.5: Functionally isolated wetland buffers and riparian management zones. Areas that provide no ecological functions or values which are functionally separated from a wetland or stream by legally established roads, impervious surfaces, or structures, shall be excluded.
    b. SMC 19.12.090.B.6: Single family residences part of a previously approved development are allowed improvements with a maximum footprint of 250 square feet, such as decks, patios, and appurtenances.
4) Updated Table 19.12.160-1 (Riparian Management Zone Widths). Retained previously proposed buffer increases for Class 2 streams from 75 to 200 feet, and Class 3 and 4 streams from 50 and 25 feet to 100 feet, respectively. Changes to Class 1 streams (Type S – Shorelines) are regulated under the Shoreline Management Program at SMC 19.08 and have been removed from this periodic code update for compliance with the GMA.

Technical Memorandum

To:	Mona Davis, Community and Economic Development Director City of Snoqualmie
From:	Jeff Gray, MS, PWS
Copies:	
Date:	September 18, 2025
Subject:	Best Available Science Review for the 2044 Snoqualmie Comprehensive Plan Update (Environmental Element) and Snoqualmie Municipal Code Chapters 19.12 (Critical Areas) and 15.12 (Flood Hazard Regulations)
Project No.:	Otak 32703.V00

This technical memorandum has been completed as a component of a Best Available Science (BAS) review, to provide a summary of the current BAS recommendations as they pertain to the City of Snoqualmie (City) 2044 Comprehensive Plan Update (Environmental Element) and Chapters 19.12 Critical Areas and 15.12 Flood Hazard Regulations of the City of Snoqualmie's Municipal Code (SMC). A review of BAS for environmentally sensitive areas (i.e., critical areas) is required per the Washington State Growth Management Act [Chapter 36.70A of the Revised Code of Washington (RCW)]. Most recent updates to SMC Critical Areas were passed in 2016 and updates to SMC Flood Hazard Regulations were passed in 2020. The BAS review has been completed to provide recommendations, as applicable, for updates to the 2044 Comprehensive Plan Update and Critical Areas and Flood Hazard Regulations code amendments. Completed versions of the Washington State Department of Commerce's (DOC) Critical Areas Checklist and the Washington Department of Fish and Wildlife's (WDFW) Riparian Management Zone Checklist for Critical Areas Ordinances are attached, including a Crosswalk Matrix itemizing each suggested change.

Best Available Science Review

The City's last update to their critical areas' regulations, passed in 2016, were based on the BAS at that time. Since 2016, the WDFW and the Washington Department of Ecology (Ecology) have released updated guidance based on BAS for management of riparian zones along streams and for wetland mitigation. Riparian ecosystem BAS has been synthesized in *Volume 1: Science Synthesis and Management Implications* (Quinn et al. 2020) that describes how riparian ecosystems and watersheds affect ecological functions and aquatic habitats. *Volume 2: Management Recommendations* (Rentz et al. 2020) provides guidance for cities to protect and restore functioning riparian ecosystems. Healthy functioning riparian ecosystems are fundamental for clean water, productive salmon populations, and climate resilient watersheds. In 2021, Ecology led the preparation of *Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance (Version 2)* (Ecology et al. 2021) that provides updated guidance on compensatory mitigation according to BAS. All three documents are intended to support local governments in developing consistent policies based on BAS as required under the Growth Management Act. Ecology additionally published *Critical Aquifer Recharge Areas Guidance* (2005, revised March 2021) to help local jurisdictions protect groundwater resources under the Growth Management Act.

Flood Hazard Areas

Twenty-two percent of the City of Snoqualmie is located within the floodway and floodplain of the Snoqualmie River. The City's flood hazard regulations, last updated in 2020, are based on the National Flood Insurance Program (NFIP) and BAS at that time. FEMA regularly updates its mapping (e.g. the Flood Insurance Rate Maps, or FIRMs) and applicable regulations at 44 CFR Part 60 Subpart A – Requirements for Flood Plain Management Regulations. When this occurs, the City must update its flood hazard regulations to remain in conformance with federal rules. Since 2020, there have been no updates to 44 CFR Part 60 Subpart A and the City's code is in compliance with the FEMA regulations. The City identifies frequently flooded areas as defined in the most current FIRMs.

Ecology's critical area ordinance regarding guidance for floodplains encourages local governments to go beyond FEMA minimum requirements for floodplain management including identifying areas that may be impacted by flooding due to climate change or in a future build-out scenario. For example, FEMA's NFIP notes that 40 percent of all flood insurance claims are from outside of mapped floodplains (e.g., high-risk zones) (FEMA 2024). Increased protections are encouraged because FEMA's FIRMs are increasingly unreliable in a changing climate. King County, for example, has requirements that exceed the minimum FEMA requirements, including requiring three feet of freeboard above the 100-year flood elevation in their building code to provide increased protections for property and public safety. The NFIP requires only one foot of freeboard currently. Per Executive Order (EO) #13690, effective September 9, 2024, federal agencies must implement the Federal Flood Risk Management Standard that requires a minimum of two feet of freeboard above the 100-year flood elevation for non-critical facilities, and three feet of freeboard for critical facilities. The two foot of freeboard standard is also required for United States Housing and Urban Development and Federal Housing Administration home loans for new constriction after January 1, 2025. However, EO #13690 was rescinded on January 22, 2025.

The University of Washington's (UW) Climate Mapping for a Resilient Washington webtool was developed to provide data for state and local governments on expected changes to inform planning for climate resilience (UW 2024). Data for King County shows increased total precipitation under different greenhouse gas loading scenarios, including increased storm magnitude, defined as precipitation intensity over time that could result in increased flood events. King County prepared the *Snoqualmie River Hydrologic Study – Evaluation of Flooding Trends and Current Conditions* (2018) that showed an increased flooding frequency and potential increased flood magnitude. The report notes that climate change projections indicate that seasonal flows will shift, higher flows will occur during annual peak floods in winter, higher flows will occur in spring and fall, and lower flows in summer. These projections are consistent with the observed trends in the Snoqualmie River basin.

Additionally, King County prepared the *Snoqualmie River Hydrologic Study – Evaluation of Effects of Snoqualmie Falls Projects on Downstream Flooding* (2016) that showed downstream projects at the Snoqualmie Falls would result in a 1.4-foot drop in the river's 100-year water surface elevation within the City. The USACE's 205 Project completed in 2004 widened the stream channel above Snoqualmie Falls, and Puget Sound Energy's (PSE) Snoqualmie Falls Project completed in 2012 widened the river channel and lowered the weir crest. The projected 1.4-foot decrease provides a factor of safety within the City because FEMA has not updated the FIRM to reflect these changes and the City's flood hazard regulations are based on the NFIP requirements and FEMA maps.

Riparian Ecosystems

According to Quinn et al. (2020) and Rentz et al. (2020), riparian ecosystems are defined as the area that provides full ecological function for bank stability, shade, pollution removal, detrital inputs, recruitment of large woody debris, and wildlife movement. The current term or approach to managing these habitats is to identify them as Riparian Management Zones (RMZ) rather than buffers, as is commonly used in most critical areas ordinances. The preferred term is RMZ because buffer implies undeveloped natural areas that can contribute habitat to riparian functions, whereas RMZ is meant to capture the area capable of providing full functions and is managed to that end.

One of the goals of managing RMZs is the Desired Future Condition (DFC), in which habitat composition and structure is old, structurally complex conifer-dominated forest with large diameter trees, numerous snags and logs, and multi-strata canopies that promote plant diversity. This is used as the benchmark for the DFC in riparian areas. Riparian restoration is also expected to counteract climate change and protect juvenile salmon according to climate change models (Fullerton et al. 2022; Yan et al. 2021). A significant component of implementing the RMZ management concept is to use the site-potential tree height (SPTH) for determining RMZ widths on streams. Tree height refers to the average height of the tallest dominant tree (200 years or older) in which key riparian ecosystem functions are effectively captured. The effectiveness of providing riparian functions decreases as the distance from a stream increases. Designating RMZs based on at least $SPTH_{200}$ is therefore a scientifically supported approach to protecting and managing fully functioning riparian ecosystems, including salmon.

Rentz et al. (2020) describe procedures for delineating RMZs in forested ecosystems (e.g., portions of the City). The inner edge of the RMZ should be based on the active channel as determined by the location of the stream ordinary high water mark (OHWM) following Ecology's OHWM delineation manual (Anderson et al. 2016). The outer edge should be the recommended minimum based on $SPTH_{200}$, vegetation composition, and pollution removal. The minimum RMZ width for pollution removal is 100 feet, which has been documented to remove 80-95% or more of common stream contaminants (e.g., nitrogen, phosphorous, sediment, and most pesticides). The mean $SPTH_{200}$ in western Washington ranges from 100 to 240 feet and is correlated with soil types that support different climax tree species. The greater of the two (e.g., one full $SPTH_{200}$ or the 100-foot pollution removal overlay) should be utilized to determine the regulated RMZ to protect all key riparian functions. WDFW has created the SPTH mapping tool (https://arcg.is/1ueq0a), which includes the extent of the City's jurisdiction and can be used if this approach is to be adopted for regulating riparian ecosystems.

In addition, Quinn et al. (2020) and Rentz et al. (2020) do not distinguish between non-fish bearing and fish-bearing streams. No evidence or scientific literature has been identified that full riparian ecosystem functions along non-fish bearing streams are less important to aquatic ecosystems than full riparian ecosystem functions along fish-bearing streams, due to their connectivity.

Wetland Buffers and Mitigation

Ecology's *Wetland Guidance for Critical Areas Ordinance (CAO) Updates, Western and Eastern Washington* (2022) is informed by best available science and provides a concise and current representation of the many strategies and approaches for managing wetlands. Wetland buffers are necessary to protect wetland functions and values regulated under the Growth Management Act. This guidance document includes buffer width recommendations selected from the middle of the range of buffers suggested in the literature. Specific changes in the update guidance include adjustments to the range of habitat scores based on review of the reference wetland data used to calibrate the Washington wetland rating system.

Ecology's *Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance (Version 2)* (Ecology et al 2021) provides updated guidance for selecting, designing, and implementing compensatory mitigation based on BAS, to ensure that environmental policies and regulatory requirements are achieved. The updated guidance emphasizes mitigation sequencing, functional assessment tools, determining adequate compensation for lost wetland functions and values, the importance of site selection for habitat connectivity, and long-term sustainability and protection. Guidance on calculating impacts addresses permanent and temporary impacts, short and long-term temporary impacts, indirect impacts, and shading (e.g., habitat conversion).

The goal of any project that impacts wetlands is to achieve "no net loss" of wetland functions and values- a key national and state policy goal since 1989. Determining no net loss is contingent on the amount of compensation required to offset wetland losses and typically requires compensating for both area and functions. Commonly

used methods for evaluating the adequacy of proposed compensation include using Ecology's *Calculating Credits and Debits for Compensatory Mitigation* (Credit-Debit Method) (Hruby 2012) and mitigation ratios.

Comprehensive Plan – Environmental Element (2024 Update)

On February 5, 2024, the City Planning Commission recommended the approval of the visons, goals, and policies for the Environmental Element of the 2044 Snoqualmie Comprehensive Plan. Otak reviewed the City's updated Environmental Element and considers the visions, policies, and goals consistent with BAS for the protection of the City's natural environment. The City is dedicated to working with stakeholders in the Snoqualmie River basin, identifies special consideration for anadromous fisheries, and identifies opportunities for improvement such as low impact development (LID) techniques, retrofitting contaminant loading sources, and restoring historically impacted areas. A significant portion of the City lies within the FEMA-regulated floodplain associated with the Snoqualmie River, and the City pursues strategies to minimize risk and harm to both the natural and built environment through floodplain restoration through development regulations as well as incentives in the federal FEMA program (e.g., purchasing high risk properties along the shoreline).

Findings of Fact

Flood Hazard Regulations / Frequently Flooded Areas

No changes are proposed to the Flood Hazard Regulations (SMC 15.12) and Frequently Flooded Areas (SMC 19.12.150). Increasing the amount of freeboard above the 100-year flood elevation for the lowest floors of residential, commercial, and industrial structures from one foot to two feet would potentially exceed the intent of the additional protection during flood events. King County's 2016 hydrologic study showed a 1.4-foot drop in the river's 100-year water surface elevation within the City that has yet to be incorporated by FEMA in updated flood zone mapping. King County is planning to update the hydrologic model for the Snoqualmie River, which will be used to update the FEMA flood maps and 100-year flood boundaries. King County is planning to submit a Letter of Map Revision (LOMR) to FEMA in 2026 to update the flood maps. The City will reassess the need for additional flood protections in the City code after the FEMA 100-year flood boundaries have been updated and established based on the current conditions.

Wetlands

Minor changes are proposed to SMC 19.12.090 (General provisions) and SMC 19.12.170 regarding functionally isolated wetlands and buffers, wetland buffers based on habitat scores, and compensatory mitigation guidance. The exemption for filling Category IV wetlands less than 1,000 square feet at SMC 19.12.170.E has been deleted because the scientific literature does not support exempting wetlands from regulatory protections based solely on size (Ecology 2022). Wetland buffer widths and compensatory mitigation requirements are based on wetland functions and values using the Washington State Wetlands Rating System rather than size. Functionally isolated wetland buffers separated by legally established roads, impervious surfaces, or structures are proposed to be excluded from critical areas regulations per SMC 19.12.090.B.5. An allowance of 250 square feet of buffer impacts has been provided for single family residences part of approved developments for decks, patios, and appurtenances. Lastly, Ecology's most current mitigation guidance has been added as a requirement for mitigation plan submittals with development applications.

Fish and Wildlife Habitat Conservation Areas and Streams

The City reviewed current BAS for Streams and FWHCAs protected under SMC Chapter 19.12.160 and 19.12.190, respectively. The City found that the most substantive potential code changes would be to SMC 19.12.160 (Streams) from expanding stream buffer widths (e.g., Riparian Management Zones) per WDFW's recommendations catalogued in WDFW's *Volume 1: Science Synthesis and Management Implications* (Quinn et al. 2020) and *Volume 2: Management Recommendations* (Rentz et al. 2020).

The City evaluated the feasibility of implementing increased standard stream buffers based on the 200-year SPTH using WDFW's SPTH200 and RMZ Values mapping tool (https://arcg.is/1ueq0a), which would result in buffer increases on Class 2 (Type F) streams from the current 75 feet to between 105 feet (red alder) and 235 feet (Douglas-fir), and on Class 3 (Type Np) and Class 4 (Type Ns) streams generally from 25 or 50 feet to 100 feet based on water quality protection functions. Type S streams are regulated under the City's Shoreline Regulations at SMC 19.08 and the City's critical areas code (SMC 19.12), and changes to these buffers were not evaluated for compliance with the Growth Management Act. The City's assessment identified additional stream protections on upper reaches of Class 2, 3, and 4 streams from implementing wider buffers, mainly occurring on protected tract lands and designated open spaces.

Regulatory and policy challenges to implementing buffer widths based on WDFW's mapping tool within city limits were identified. For example, on abutting properties parallel to Coal Creek, one parcel would have a 105-foot buffer and the adjacent parcel on the same stream would have a 235-foot buffer. Implementing strict use of WDFW's mapping tool with this level of variation on property encumbrances on adjacent parcels would be challenging to implement and communicate to applicants. Therefore, the City proposes to implement the new buffer widths using an averaged buffer approach for consistency and reduce uncertainty in development applications. Class 2 (Type F) streams are proposed to have 200-foot buffers, and Class 3 (Type Np) and Class 4 (Type Ns) streams are proposed to have 100-foot buffers for water quality protection.

Limitations of implementing wider stream buffers in developed areas were also identified. Similar to the wetlands code update, functionally isolated stream buffers separated by legally established roads, impervious surfaces, or structures are proposed to be excluded from critical areas regulations per SMC 19.12.090.B.5. An allowance of 250 square feet of buffer impacts has been provided for single family residences part of approved developments for decks, patios, and appurtenances.

Municipal Code Amendments – Recommended Updates

Based on the review of BAS for critical areas, recommended municipal code amendments are described in the attached Crosswalk Matrix. Completed versions of the Washington State Department of Commerce's (DOC) Critical Areas Checklist and the WDFW-completed Riparian Management Zone Checklist for Critical Areas Ordinances are both attached.

Attachments:

1) Washington State Department of Commerce's Critical Areas Checklist
2) WDFW Riparian Management Zone Checklist for Critical Areas Ordinances
3) Crosswalk Matrix

References

Anderson, P., S. Meyer, P. Olson, and E. Stockdale. 2016. Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State. Ecology Publication No. 16-06-029. Available at: https://apps.ecology.wa.gov/publications/documents/1606029.pdf

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Ecology. 2022. Wetland Guidance for Critical Areas Ordinance (CAO) Updates, Western and Eastern Washington. Publication No. 22-06-014. Available at: https://apps.ecology.wa.gov/publications/documents/2206014.pdf

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Hongxiang Yan et al. 2021. Environmental Research Letters. 16 (2021) 054006. Available at: Greater vulnerability of snowmelt-fed river thermal regimes to a warming climate (iop.org)

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Quinn, T., G.F. Wilhere, and K.L Krueger, technical editors. 2020. Riparian Ecosystems, Volume 1: Science Synthesis and Management Implications. Habitat Program, Washington Department of Fish and Wildlife, Olympia.

Rentz, R., A. Windrope, K. Folkerts, and J. Azerra. 2020. Riparian Ecosystems, Volume 2: Management Recommendations. Habitat Program, Washington Department of Fish and Wildlife, Olympia.

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Item	SMC	Existing Code	New Regulation/Code	Complete
1	**Wetland Definition:** 19.12.020	FF. “Wetland” or “wetlands” means areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities. Wetlands do not include areas that were unintentionally created as a result of blockage of drainage from the construction of a road, street, or highway after July 1, 1990. Wetlands may include those areas intentionally created from nonwetland areas as compensatory mitigation for impacts to wetlands. The above wetlands definition is per original RCW 36.70A.030(48) definition.	Aligned definition per RCW 36.70A.030(48) as updated in 2024 as follows: 19.12.020.MM: "Wetland" or "wetlands" means areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas created to mitigate conversion of wetlands.	☒ Yes ☐ No
2	**Definition of Fish and Wildlife Habitat Conservation Areas:** 19.12.020.N	19.12.020.N “Fish and wildlife habitat conservation area” means an area that provides essential habitat for maintaining listed species of endangered, threatened, or critical populations.	New SMC definition revised to be consistent with current WAC definition at 19.12.020.P: 1. Areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and	☒ Yes ☐ No

Item	SMC	Existing Code	New Regulation/Code	Complete
			habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. Locally important habitats and species may also be designated by the City of Snoqualmie. 2. Fish and wildlife habitat conservation areas include areas of primary association for State or Federal listed wildlife species, state sensitive wildlife species, and current Priority Habitats and Species designated by Washington Department of Fish and Wildlife. 3. "Habitats of local importance" designated as fish and wildlife habitat conservation areas include those areas found to be locally important by the City of Snoqualmie. 4. Waters of the State, including streams and wetlands. 5. Riparian Management Zones. 6. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat. 7. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation	

Item	SMC	Existing Code	New Regulation/Code	Complete
			canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.	
3	**Code addition:** 19.12.020	No definition of "sensitive species" in current code. Added as 19.12.020.GG	19.12.020.GG: "Sensitive species" means any wildlife species native to the state of Washington that is vulnerable or declining and is likely to become endangered or threatened in a significant portion of its range within the state without cooperative management or removal of threats, as currently listed by the Washington Department of Fish and Wildlife.	☒ Yes ☐ No
4	19.12.020.T	SMC 19.12.020.T. "Listed species" means those wildlife species that have been listed as endangered, threatened or critical by the U.S. Fish and Wildlife Service, NOAA National Marine Fisheries Service, or Washington Department of Wildlife pursuant to RCW 77.12.020 and Chapter 232-12 WAC as may be amended.	19.12.030.W: "Listed species" means those wildlife species that have been listed as endangered, threatened or sensitive by the U.S. Fish and Wildlife Service, NOAA National Marine Fisheries Service, or Washington Department of Wildlife, as may be amended.	☒ Yes ☐ No
5	**Code addition:** 19.12.020	No definition of ecosystem functions in the current code. Added as 19.12.020.M	M. "Ecosystem functions" means the products, physical and biological conditions, and environmental qualities of an ecosystem that result from interactions among ecosystem processes and ecosystem structures. Ecosystem functions include, but are not limited to, sequestered carbon, attenuated peak streamflows, aquifer water level, reduced pollutant concentrations in surface and ground waters, cool summer in-stream water temperatures, and fish and wildlife habitats.	☒ Yes ☐ No

Item	SMC	Existing Code	New Regulation/Code	Complete
6	**Code addition:** 19.12.020	No definition of ecosystem values in the current code. Added as 19.12.020.N	N. "Ecosystem values" means the cultural, social, economic, and ecological benefits attributed to ecosystem functions.	☒ Yes ☐ No
7	**Designating and Protecting Waters of the State:** 19.12.020	SMC 19.12.020 currently does not contain a definition for "waters of the state".	19.12.020.LL: "Waters of the state" means lakes, rivers, ponds, streams, inland waters, underground waters, salt waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington.	☒ Yes ☐ No
8	**Code addition:** 19.12.020	Added definition of "Ordinary High Water Mark (OHWM)" at 19.12.020.BB	BB. "Ordinary high water mark" means the point on the sides of streams or lakes which is historically or normally at water's edge, as identified by a visible change in vegetation and/or soil. The ordinary high water mark should be determined using the most current federal and state methodologies.	☒ Yes ☐ No
9	**Code Addition:** 19.12.020.AA **Code Update:** 19.12.160.D	Not included. Intent is it establish riparian management zones (RMZs) to maintain no net loss of riparian area ecosystem function and values as recommended by WDFW.	Added a definition for RMZ under 19.12.020.EE "Riparian management zone" means an area that has the potential to provide full riparian functions, synonymous with stream buffer. Primary functions of riparian management zones include shading, bank stability, nutrient input, wood recruitment, and pollution control. Updated 19.12.160.D to replace "Buffers" with "Riparian Management Zones".	☒ Yes ☐ No
10	**Buffers:** 19.12.020, 030	SMC 19.12.020.H: "Critical area" includes the following areas: (1) wetlands; (2) streams; (3) channel migration zones; (4) areas with a critical recharging effect on aquifers used for potable water; (5) fish and wildlife habitat conservation areas; (6) frequently flooded areas; and (7) geologically hazardous areas. "Sensitive area"	SMC 19.12.020.H "Critical area" includes the following areas and associated buffers: (1) wetlands; (2) streams; (3) channel migration zones; (4) areas with a critical recharging effect on aquifers used for potable water; (5) fish and wildlife habitat conservation areas; (6)	☒ Yes ☐ No

Item	SMC	Existing Code	New Regulation/Code	Complete
		has the same meaning as "critical area" for the purposes of this chapter. SMC 19.12.020.E. "Buffer" means the designated area adjacent to a wetland, stream, geologically hazardous area, or channel migration zone. The buffer is intended to protect the resource in the case of wetlands and streams; to protect against injury or damage to persons and property and to protect against landslide, erosion and other undesirable consequences in the case of geologically hazardous areas; and to protect against injury and damage to persons and property in the case of channel migration zones. Buffers are not applicable to critical aquifer recharge areas, fish and wildlife habitat areas (except to the extent that buffers for other critical areas serve as fish and wildlife habitat areas), or frequently flooded areas. SMC 19.12.030.B does not include buffers as a regulated critical area. "B. Critical areas regulated by this chapter include: 1. Geologically hazardous areas including: a. Erosion hazard areas; b. Landslide hazard areas; c. Steep slope hazard areas; and d. Seismic hazard areas; and 2. Channel migration and erosion hazard areas; 3. Frequently flooded areas; 4. Streams; 5. Wetlands; 6. Fish and wildlife habitat conservation areas; and 7. Critical aquifer recharge areas."	frequently flooded areas; (7) geologically hazardous areas. "Sensitive area" has the same meaning as "critical area" for the purposes of this chapter. SMC 19.12.020.E. "Buffer" means the designated area adjacent to a wetland, stream, geologically hazardous area, or channel migration zone. Stream buffers is synonymous with Riparian Management Zones in this chapter. The buffer is intended to protect the resource in the case of wetlands and streams; to protect against injury or damage to persons and property and to protect against landslide, erosion and other undesirable consequences in the case of geologically hazardous areas; and to protect against injury and damage to persons and property in the case of channel migration zones. Buffers are not applicable to critical aquifer recharge areas, fish and wildlife habitat areas (except to the extent that buffers for other critical areas serve as fish and wildlife habitat areas), or frequently flooded areas. Updated 19.12.030.B, as follows: "B. Critical areas and associated buffers regulated by this chapter include: B. Critical areas regulated by this chapter include: 1. Geologically hazardous areas including: a. Erosion hazard areas; b. Landslide hazard areas; c. Steep slope hazard areas; and d. Seismic hazard areas;	

Item	SMC	Existing Code	New Regulation/Code	Complete
			2. Channel migration and erosion hazard zones; 3. Frequently flooded areas; 4. Streams 5. Wetlands; 6. Fish and wildlife habitat conservation areas; and 7. Critical aquifer recharge areas.	
11	19.12.060 19.12.170	19.12.060 discusses the requirement for a critical areas study, for any action that could impact a critical area. 19.12.170 requires a report for actions that could impact wetlands.	Replaced "critical areas study" with "critical areas report" for simplicity and consistency. Updated sections included: • 19.12.060 update "critical areas study" to "critical areas report" and "study" to "report". • 19.12.070 update "study" to "report". • 19.12.110.B update "study" to "report". • 19.12.120.1 update "study" to "report". • 19.12.160.C.10 update "study" to "report". • 19.12.170.H.6 update "study" to "report". • 19.12.200.F update "critical areas study" to "critical areas report".	☒ Yes ☐ No
12	19.12.040(A)6	19.12.040(A)6 allowed activities states: "Removal of invasive plants and noxious weeds, and additional aggressive non-native species, including Japanese knotweed, Scot's broom, English ivy, Himalayan and evergreen blackberry; provided, only hand labor and light equipment that minimizes disturbance to the critical area or buffer are used, and chemical applications are approved for use adjacent to streams and wetlands, provided best management practices are used."	Updated to: "Removal of invasive plants and noxious weeds, and additional aggressive non-native species, including Japanese knotweed, Scot's broom, English ivy, Himalayan and evergreen blackberry; provided, only hand labor and light equipment that minimizes disturbance to the critical area or buffer are used, and any chemical applications are approved by Ecology for use adjacent to streams and wetlands, provided best	☒ Yes ☐ No

Item	SMC	Existing Code	New Regulation/Code	Complete
			management practices are used, and soil compaction is avoided."	
13	19.12.040(A)7	19.12.040(A)7: 7. Removal of dangerous trees, with the director's approval. A certified arborist's evaluation may be required in the discretion of the director if the hazard is not clearly evident.	19.12.020 updated to include a definition for "Hazard tree." 19.12.020.P. "Hazard tree" is defined as a threat to life, property, or public safety. 19.12.040(A)7: 7. Removal of hazard trees, with the director's approval. A certified arborist's evaluation may be required in the discretion of the director if the hazard is not clearly evident. Creation of snags are encouraged rather than complete tree removal. Hazard trees removed from critical areas or associated buffers must be replaced at a minimum 3:1 ratio and maintained for at least three years.	☒ Yes ☐ No
14	**Code addition:** 19.12.040(C)5	Code addition to prevent inappropriate project segmentation to avoid development regulations as recommended by Ecology.	5. The inability to derive reasonable economic use is not the result of the applicant's actions or that of a previous property owner, such as by segregating or dividing the property and creating an undevelopable condition.	☒ Yes ☐ No
15	19.12.070.D	D. Monitoring. 1. Whenever mitigation is required, the city may require monitoring to ensure the mitigation meets the design performance standards established in the approved mitigation plan. The city may require that a qualified critical area consultant, at the direction of the city and at the applicant's expense, monitor the development proposal site during construction and for a sufficient period of time after construction to ensure satisfactory mitigation of impacts on the critical area. The qualified critical	19.12.070.D has been updated as follows: D. Monitoring. 1. Whenever mitigation is required, the city will require monitoring to ensure the mitigation meets the design performance standards established in the approved mitigation plan. The city may require that a qualified critical area consultant, at the direction of the city and at the applicant's expense, monitor the development	☒ Yes ☐ No

Item	SMC	Existing Code	New Regulation/Code	Complete
		area consultant shall monitor per the provisions outlined in the approved mitigation plan based on the conditions or restrictions imposed by the city and such administrative rules as the director shall prescribe.	proposal site during construction and for a sufficient period of time after construction to ensure satisfactory mitigation of impacts on the critical area. The qualified critical area consultant shall monitor per the provisions outlined in the approved mitigation plan based on the conditions or restrictions imposed by the city and such administrative rules as the director shall prescribe.	
16	19.12.090	19.12.090.F.1 states: Whenever mitigation is required, the applicant shall prepare and submit a mitigation plan for city review and approval.	19.12.090.F.1: 1. Whenever mitigation is required, the applicant shall prepare and submit a mitigation plan using a watershed approach for city review and approval.	☒ Yes ☐ No
17	**Code addition:** 19.12.090(B)5	Code addition to remove functionally isolated wetland buffers and riparian management zones from regulated buffers.	5. Functionally isolated wetland buffers and riparian management zones. Areas which are functionally separated from a wetland or stream by legally established roads, impervious surfaces, or structures, shall be excluded.	☒ Yes ☐ No
18	**Code addition:** 19.12.090(B).6	(New) Added buffer impact allowance for single family residences part of approved development up to 250 SF for decks, patios, and appurtenances.	6. Single family residences part of a previously approved development are allowed improvements with a maximum footprint of 250 square feet, such as decks, patios, and appurtenances.	☒ Yes ☐ No
19	19.12.140	**19.12.140 Channel migration and associated erosion hazard zones.** A. The administrator shall assemble all available channel migration and erosion hazard maps and studies from	**19.12.140 Channel migration and associated erosion hazard zones.** A. The administrator shall assemble all available channel migration and erosion hazard maps	☒ Yes ☐ No

Item	SMC	Existing Code	New Regulation/Code	Complete
		King County and other sources in order to determine the location and severity of known channel migration and erosion hazard zones, and shall maintain maps showing the boundaries of all known channel migration and erosion hazard zones. The administrator is hereby authorized to adopt administrative rules to establish the process and criteria for designating and classifying channel migration and erosion hazard zones. An applicant for a development permit may submit a report by a qualified professional engineer in support of a determination of the boundaries or classification of channel migration and/or erosion hazard areas on a specific property if there is a discrepancy between the approved channel migration zone or erosion hazard map and site-specific conditions or data, or for unmapped potential channel migration zones or erosion hazard areas.	and studies from King County and other sources in order to determine the location and severity of known channel migration and erosion hazard zones, and shall maintain maps showing the boundaries of all known channel migration and erosion hazard zones. The administrator is hereby authorized to adopt administrative rules to establish the process and criteria for designating and classifying channel migration and erosion hazard zones. An applicant for a development permit may submit a report by a qualified professional engineer in support of a determination of the boundaries or classification of channel migration and/or erosion hazard areas on a specific property if there is a discrepancy between the approved channel migration zone or erosion hazard map and site-specific conditions or data, or for unmapped potential channel migration zones or erosion hazard areas. It is a goal of the city of Snoqualmie to retain and restore channel migration zones as practicable to restore riparian functions in applicable areas over time.	
20	19.12.160	SMC 19.12.160.C.11.a: a. Such public access will not adversely affect habitat or water quality values of the critical area or its buffer	19.12.160.C11.a:. Such public access will not adversely affect habitat or water quality values of the critical area or its buffer, and that the design reflects current Priority Habitat and Species data and WDFW management recommendations;	☒ Yes ☐ No

<table>
<tr><th>Item</th><th>SMC</th><th>Existing Code</th><th>New Regulation/Code</th><th>Complete</th></tr>
<tr>
<td>21</td>
<td>Stream buffers widths:
19.12.160.D</td>
<td>Per SMC Table 19.12.160-1. Stream Buffers:
<table>
<tr><th>Stream Classification</th><th>External Buffer Width</th></tr>
<tr><td>Class 1 streams and Class 2 streams with anadromous salmonids</td><td>100 feet</td></tr>
<tr><td>Class 2 streams</td><td>75 feet</td></tr>
<tr><td>Class 3 streams</td><td>50 feet</td></tr>
<tr><td>Class 4 streams</td><td>25 feet</td></tr>
<tr><td>Snoqualmie River South Fork and right bank of mainstem within the Natural Shoreline Environment [1, 2]</td><td>200 feet</td></tr>
<tr><td>Snoqualmie River within Urban Riverfront Environment, generally located between S.E. Fir Street and Meadowbrook Way S.E.[1, 2]</td><td>25 feet</td></tr>
</table>
[1] Areas of the Snoqualmie River not identified in Table 19.12.160-1 shall use the prescribed Class 1 stream buffer.

[2] See Chapter 19.08 SMC for shoreline environments and associated maps.</td>
<td>19.12.160.D. Riparian Management Zones. Riparian Management Zones (RMZ) are designated based on the estimated average 200 year site potential tree height, extending outward on each side of a stream from the ordinary high water mark to the distances prescribed in Table 19.12.160-1:

Table 19.12.160-1.

Riparian Management Zone Widths
<table>
<tr><th>Stream Classification</th><th>RMZ Width</th></tr>
<tr><td>Class 1 streams</td><td>100 feet. See Shoreline Regulations (SMC 19.08).[1]</td></tr>
<tr><td>Class 2 streams</td><td>200 feet</td></tr>
<tr><td>Class 3 streams</td><td>100 feet</td></tr>
<tr><td>Class 4 streams</td><td>100 feet</td></tr>
<tr><td>Snoqualmie River South Fork and right bank of mainstem within the Natural Shoreline Environment[1]</td><td>200 feet</td></tr>
<tr><td>Snoqualmie River within Urban Riverfront Environment, generally located between S.E. Fir Street and Meadowbrook Way S.E.[1]</td><td>25 feet</td></tr>
</table>
</td>
<td>☒ Yes
☐ No</td>
</tr>
</table>

Item	SMC	Existing Code	New Regulation/Code	Complete
			[1] See Chapter 19.08 SMC for shoreline environments and associated maps.	
22	19.12.160(C)1	1. Stream Crossings. Stream crossings may only be permitted when there is no other reasonable access resulting in less impact on the stream and/or its buffer. Stream crossings shall use all reasonably feasible construction techniques to avoid disturbance to the stream bed or bank. In the case of Class 2, Class 3 or Class 4 streams, bottomless culverts or other appropriate methods demonstrated to provide fisheries protection may be used if the applicant demonstrates that such methods and their implementation will pose no harm to the stream bank or bed and will not adversely impact fish habitat as demonstrated in a report from a qualified consultant submitted by the applicant. The applicant shall be responsible to obtain and comply with all other applicable state and federal permits. Crossings shall not occur over salmonid spawning areas unless no other possible crossing site exists. Crossings shall be minimized and serve multiple purposes and properties whenever possible. Construction of stream crossings shall be in conformance with applicable permit limitations established by state resource agencies.	Updated as follows: 1. Stream Crossings. Stream crossings may only be permitted when there is no other reasonable access resulting in less impact on the stream and/or its buffer. Stream crossings shall use all reasonably feasible construction techniques to avoid disturbance to the stream bed or bank. In the case of Class 2, Class 3 or Class 4 streams, bottomless culverts or other appropriate methods demonstrated to provide fisheries protection may be used if the applicant demonstrates that such methods and their implementation will pose no harm to the stream bank or bed and will not adversely impact fish habitat as demonstrated in a report from a qualified consultant submitted by the applicant. The applicant shall be responsible to obtain and comply with all other applicable state and federal permits. Crossings shall not occur over salmonid spawning areas unless no other possible crossing site exists. Crossings shall be minimized and serve multiple purposes and properties whenever possible. Construction of stream crossings shall be in conformance with applicable permit limitations established by state resource agencies. Stream crossings shall be designed in accordance with the Washington Department of Fish and	☒ Yes ☐ No

Item	SMC	Existing Code	New Regulation/Code	Complete
			Wildlife's Water Crossing Design Guidelines (2013), as updated. New crossings shall be evaluated under future climate change scenarios for 2040 and 2080, or similar, as required by state and federal agencies.	
23	19.12.160(A)5	5. Type C (Conveyance). As defined by the city of Snoqualmie, "Type C waters" are those natural open ephemeral drainage courses (including where bridged, piped or culverted) that are not Type S, F, Np or Ns waters, which contain flow only during or immediately after periods of precipitation, and which flow generally less than 30 days per year.	Type C stream class deleted because it is not consistent with WAC 222-016-030.	☒ Yes ☐ No
24	19.12.170.E	E. Impacts to Wetlands Less Than 1,000 Square Feet. The following wetlands are exempt from the buffer provisions contained in this chapter and the normal mitigation sequencing process in SMC 19.12.090. They may be filled if impacts are fully mitigated based on provisions in this chapter. If available, impacts should be mitigated through the purchase of credits from a mitigation bank, consistent with the terms and conditions of the program or bank. In order to verify the following conditions, a critical area report for wetlands meeting the requirements in SMC 19.12.180 must be submitted. 1. All isolated Category III and IV wetlands less than 1,000 square feet that: a. The wetland is not associated with a riparian corridor; b. The wetland is not associated with other wetlands through surface or groundwater connections; c. The wetland does not contain habitat identified as essential for local populations of species identified by	This exemption was deleted because it is inconsistent with Best Available Science.	☒ Yes ☐ No

<table>
<tr><th>Item</th><th>SMC</th><th>Existing Code</th><th>New Regulation/Code</th><th>Complete</th></tr>
<tr><td></td><td></td><td>the Washington Department of Fish and Wildlife as priority species;
d. Compensatory flood storage for the proposed alteration has been provided within city limits with the equivalent to the amount of flood storage removed from the wetland; and
e. If located in the city’s 100-year floodplain, the proposal is consistent with the requirements of Chapter 15.12 SMC, Flood Hazard Regulations.</td><td></td><td></td></tr>
<tr><td>25</td><td>19.12.170.H</td><td>Wetland buffer widths based on habitat scores have been updated per Ecology’s 2022 guidance. Wetlands with habitat scores of 5 have been grouped with low functioning wetlands.</td><td>Table 19.12.170-1. Wetland Buffers
<table><tr><th rowspan="2">Wetland Category</th><th colspan="4">Buffer width (in feet) based on habitat score</th></tr><tr><th>3-5</th><th>~~5~~</th><th>6 – 7</th><th>8 – 9</th></tr><tr><td>Category I: Based on total score</td><td>75</td><td>~~105~~</td><td>165</td><td>225</td></tr><tr><td>Category I: Bogs and wetlands of high conservation value</td><td>190</td><td>~~190~~</td><td>190</td><td>225</td></tr><tr><td>Category I: Forested</td><td>75</td><td>~~105~~</td><td>165</td><td>225</td></tr><tr><td>Category II: Based on total score</td><td>75</td><td>~~105~~</td><td>165</td><td>225</td></tr><tr><td>Category III (all)</td><td>60</td><td>~~105~~</td><td>165</td><td>225</td></tr><tr><td>Category IV (all)</td><td>40</td><td>~~40~~</td><td>40</td><td>40</td></tr></table></td><td>☒ Yes
☐ No</td></tr>
<tr><td>26</td><td>19.12.190.A</td><td>19.12.190.A. Designation. All wetlands and streams and their buffers, together with all publicly owned open spaces of greater than 10 acres, not including land use perimeter buffers, are hereby designated as fish and wildlife habitat conservation areas, including Meadowbrook Farm, the Two Sisters Return Open Space, Snoqualmie Point, Three Forks Natural Area, the</td><td>19.12.190.A: Designation. All waters of the state, including wetlands, and streams, and their buffers, together with all publicly owned open spaces of greater than 10 acres, not including land use perimeter buffers, are hereby designated as fish and wildlife habitat conservation areas, including Meadowbrook</td><td>☒ Yes
☐ No</td></tr>
</table>

Item	SMC	Existing Code	New Regulation/Code	Complete
		Snoqualmie River Open Space and the Kimball Creek Open Space. Other areas shall be designated as fish and wildlife habitat conservation areas based upon a habitat study conducted pursuant to this section.	Farm, the Two Sisters Return Open Space, Snoqualmie Point, Three Forks Natural Area, the Snoqualmie River Open Space and the Kimball Creek Open Space. Other areas, such as those of primary association for state and federal listed wildlife species, state sensitive species, and Priority Habitat Species as designated by the Washington Department of Fish and Wildlife, as well as Habitats of Local Importance, shall also be designated as fish and wildlife habitat conservation areas based upon a habitat study conducted pursuant to this section.	

Chapter 19.12

CRITICAL AREAS

Sections:

19.12.010 Legislative purpose.
19.12.020 Critical areas definitions.
19.12.030 Applicability.
19.12.040 Allowed activities.
19.12.050 Designation and protection of critical areas and buffers.
19.12.060 Critical areas report~~study~~.
19.12.070 Critical area review process.
19.12.080 Critical area tracts and notice on title.
19.12.090 General provisions.
19.12.100 Erosion hazard areas.
19.12.110 Landslide hazard areas.
19.12.120 Steep slope hazard areas.
19.12.130 Seismic hazard areas.
19.12.140 Channel migration and associated erosion hazard zones.
19.12.150 Frequently flooded areas.
19.12.160 Streams.
19.12.170 Wetlands.
19.12.180 Mitigation banking.
19.12.190 Fish and wildlife habitat conservation areas.
19.12.200 Critical aquifer recharge areas.
19.12.210 Administration and enforcement.
19.12.220 Severability.
19.12.230 Liberal construction.

19.12.010 Legislative purpose.

A. The purpose of this chapter is to provide for the designation and protection of critical areas, referred to as critical areas in the Washington Growth Management Act of 1990, Chapter 36.70A RCW, incorporating best available science, giving special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries, as required by the Growth Management Act, to supplement the development requirements contained in the Snoqualmie Municipal Code, to alert tax assessors and appraisers to the presence of environmentally critical areas and the development limitations of such areas and to establish special standards for the use and development of lands based on the existence of natural conditions and features, including erosion, landslide, channel migration zones, seismic hazard areas and steep slope areas, critical recharge areas, fish and wildlife conservation areas, streams, and wetlands.

B. The standards and procedures established in this chapter are intended to protect environmentally critical areas while accommodating the rights of property owners to use their property in a reasonable manner. By regulating development and alterations to critical areas, this chapter seeks to:

1. Protect members of the public, and protect public and private resources and facilities, from injury, loss of life, property damage or financial losses due to erosion, landslide, seismic events, soils subsidence or steep slope regression;

2. Protect unique, fragile and valuable elements of the environment, including critical groundwater recharge areas and wildlife and its habitat;

3. Mitigate unavoidable impacts to environmentally critical areas by regulating alterations in and adjacent to those areas;

4. Reduce cumulative adverse environmental impacts to water availability, water quality, wetlands, streams and other aquatic resources;

5. Ensure minimal adverse impacts to, and no net loss of, ecological functions resulting from uses, activities, and development within the city;

6. Protect hydrologic connections between water bodies, water courses and associated wetlands;

7. Provide city officials with the information and authority to implement the policies of the State Environmental Policy Act, Chapter 43.21C RCW, the Snoqualmie Comprehensive Plan, and the Growth Management Act of 1990. (Ord. 1176 § 2, 2016).

19.12.020 Critical areas definitions.

A. "Accessory structure" means a structure for a use incidental and subordinate to the principal use or structure. An accessory structure does not contain dwelling or employment space, and is located on the same lot as the principal use or structure.

B. "Adjacent" means within 300 feet of a critical area.

C. "Alteration" means any human-induced action which changes the existing condition of a critical area. Alterations include, but are not limited to: grading; filling; dredging; draining; channelizing; cutting, pruning, topping, clearing, relocating or removing vegetation; applying manure, herbicides or pesticides or any hazardous or toxic substance; discharging pollutants except stormwater; grazing domestic animals; paving, construction, or application of gravel; modifying for surface water management purposes; or any other human activity that changes the existing landforms, vegetation, hydrology, wildlife or wildlife habitat of a critical area.

D. "Animal containment area" means a site where 2,000 pounds or more of animals per acre are kept or where animal waste material is deposited in quantities capable of impacting groundwater resources.

E. "Buffer" means the designated area adjacent to a wetland, stream, geologically hazardous area, or channel migration zone. Stream buffers is synonymous with Riparian Management Zones in this chapter. The buffer is intended to protect the resource in the case of wetlands and streams; to protect against injury or damage to persons and property and to protect against landslide, erosion and other undesirable consequences in the case of geologically hazardous areas; and to protect against injury and damage to persons and property in the case of channel migration zones. Buffers are not applicable to critical aquifer recharge areas, fish and wildlife habitat areas (except to the extent that buffers for other critical areas serve as fish and wildlife habitat areas), or frequently flooded areas.

F. "Channel migration zone (CMZ)" means the area along a river within which the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings as delineated on the Snoqualmie River Channel Migration Area Map, contained in Channel Migration in the Three Forks Area of the Snoqualmie River (King County Department of Natural Resources, Surface Water Management Division, Seattle, WA, 1996), which is hereby incorporated herein by this reference.

G. "Critical aquifer recharge area" means the recharge areas of aquifers which serve as a source of drinking water for which there is no feasible alternative source and which, due to prevailing geologic conditions characterized by high infiltration rates, are susceptible to contamination from activities on the surface.

H. "Critical area" includes the following areas and associated buffers: (1) wetlands; (2) streams; (3) channel migration zones; (4) areas with a critical recharging effect on aquifers used for potable water; (5) fish and wildlife habitat conservation areas; (6) frequently flooded areas; and (7) geologically hazardous areas. "Sensitive area" has the same meaning as "critical area" for the purposes of this chapter.

I. "Cutting" means as defined in SMC 15.20.020.

J. "Development proposal" means any activity relating to the use and/or development of land requiring a permit or approval from the city, including but not limited to: commercial or residential building permit, boundary line adjustment, binding site plan, conditional use permit, franchise right-of-way permit, grading and clearing permit,

mixed use approval, planned unit development, conditional use permit, variance, short subdivision, special use permit, subdivision, flood hazard permit, unclassified use permit, utility and other use permit, variance, rezone, or any subsequently required permit or approval not expressly exempted by this chapter.

K. "Director" means the department head of the community development department, or equivalent position.

L. "Drainage facility" means as defined in SMC 15.18.040.

M. "Ecosystem functions" means the products, physical and biological conditions, and environmental qualities of an ecosystem that result from interactions among ecosystem processes and ecosystem structures. Ecosystem functions include, but are not limited to, sequestered carbon, attenuated peak streamflows, aquifer water level, reduced pollutant concentrations in surface and ground waters, cool summer in-stream water temperatures, and fish and wildlife habitats.

N. "Ecosystem values" means the cultural, social, economic, and ecological benefits attributed to ecosystem functions.

OM. "Erosion hazard area" means those areas of the city containing soils which, according to the USDA Soil Conservation Service, King County Soils Survey, dated 1973, and any subsequent revisions or additions thereto, and the USDA Soil Conservation Service, Soils Survey for Snoqualmie Pass Area, Parts of King and Pierce Counties, WA, dated December 1992, may experience severe to very severe erosion hazard, and which occur on slopes of 15 percent or greater. This group of soils includes: Alderwood Gravelly Sandy Loam (AgD), Alderwood-Kitsap (AkF), Beausite Gravelly Sandy Loam (BeD and BeF), Kitsap Silt Loam (KpD), Ovall Gravelly Sandy Loam (OvD and OvF), Ragnar Fine Sandy Loam (RaD), Ragnar-Indianola Association (RdE), Riverwash (Rh), or Coastal Beaches (Cb), and any soil type that could be subject to erosion when disturbed.

PN. "Fish and wildlife habitat conservation area" means ~~an area that provides essential habitat for maintaining listed species of endangered, threatened or critical populations.~~

1. Areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. Locally important habitats and species may also be designated by the City of Snoqualmie.

2. Fish and wildlife habitat conservation areas include areas of primary association for State or Federal listed wildlife species, state sensitive wildlife species, and current Priority Habitats and Species designated by Washington Department of Fish and Wildlife.

3. "Habitats of local importance" designated as fish and wildlife habitat conservation areas include those areas found to be locally important by the City of Snoqualmie.

4. Waters of the State, including streams and wetlands.

5. Riparian Management Zones.

6. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat.

7. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

QO. "Geologically hazardous areas" means areas that, because of their susceptibility to erosion, sliding, earthquake, or other geological events, may pose hazards to the siting of commercial, residential, or industrial development consistent with public health or safety concerns, without appropriate mitigation, and specified at WAC 365-190-120.

R. “Hazard tree” is defined as a threat to life, property, or public safety.

SP. “Hazardous substance(s)” means:

1. A hazardous substance as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any substance designated pursuant to Section 311(b)(2)(A) of the Clean Water Act (CWA); any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by act of Congress); any toxic pollutant listed under Section 307(a) of the CWA; or any imminently hazardous chemical substance or mixture with respect to which the United States Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act;

2. Hazardous substances that include any liquid, solid, gas or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090, 173-303-102, or 173-303-103.

TQ. “Hazardous waste” includes, but is not limited to, explosives, medical wastes, radioactive wastes, pesticides and chemicals which are potentially harmful to the public health or the environment, including anything defined as a hazardous substance.

UR. “Invasive species” means a species that is (1) nonnative (or alien) to the Puget Sound or the Central Puget Lowland region, and (2) whose introduction causes or is likely to cause economic or environmental harm, or harm to human health. Invasive species can be plants, animals, and other organisms (e.g., microbes); human actions are the primary means of invasive introductions.

VS. “Landslide hazard area” means those areas of the city subject to a risk of landslide, including the following areas:

1. Any area with slopes greater than 15 percent and impermeable soils (typically silt and clay) frequently interbedded with granular soils (predominantly sand and gravel) and springs or groundwater seepage;

2. Any area that includes areas with significant visible evidence of groundwater seepage, and which also includes existing landslide deposits regardless of slope;

3. Any area which has shown movement during the Holocene epoch (from 10,000 years ago to present) or which is underlain by mass wastage debris of that epoch as determined by a geologist;

4. Any area potentially unstable as a result of rapid stream incision or stream bank erosion;

5. Any area located on an alluvial fan, presently or potentially subject to inundation by debris flow or deposition of stream-transported sediments.

WT. “Listed species” means those wildlife species that have been listed as endangered, threatened or ~~critical~~ sensitive by the U.S. Fish and Wildlife Service, NOAA National Marine Fisheries Service, or Washington Department of Wildlife pursuant to RCW 77.12.020 and Chapter 232-12 WAC as may be amended.

XU. “Mitigation bank” means a site where wetlands and buffers are restored, created, enhanced, or preserved expressly for the purpose of providing compensatory mitigation in advance of authorized impacts to similar resources.

YV. “Mitigation bank instrument” means the documentation of agency and bank sponsor concurrence on the objectives and administration of the bank. The “bank instrument” describes in detail the physical and legal characteristics of the bank, including the service area, and how the bank will be established and operated.

ZW. “Mitigation bank sponsor” means any public or private entity responsible for establishing and, in most circumstances, operating a bank.

AA~~X~~. "Noxious weeds" means as defined in SMC 15.20.020.

BB. "Ordinary high water mark" means the point on the sides of streams or lakes which is historically or normally at water's edge, as identified by a visible change in vegetation and/or soil. The ordinary high water mark should be determined using the most current federal and state methodologies.

CC~~Y~~. "Pruning" means as defined in SMC 15.20.020.

DD~~Z~~. "Qualified critical area consultant" means a person whom the city determines has the qualifications specified below to conduct critical areas studies pursuant to this chapter, and to make recommendations for critical areas mitigation. For areas of potential geologic instability, the qualified critical areas consultant shall be a geologist or geotechnical engineer. For wetlands the qualified critical areas consultant shall be a certified professional wetland scientist or a noncertified professional wetland scientist with at least two years of full-time work experience as a wetlands professional, including delineating wetlands using the state or federal manuals, preparing wetland reports, conducting function assessments, and developing and implementing mitigation plans. For streams, the qualified critical areas consultant shall be a specialist in fisheries and hydrology. For fish and wildlife habitat conservation areas, the qualified critical areas consultant shall be a fish or wildlife biologist, zoologist, limnologist or ornithologist. For critical aquifer recharge areas, the qualified critical areas consultant shall be a geologist or civil engineer with a minimum of four years of professional experience in groundwater studies and evaluation.

EE. "Riparian management zone" means an area that has the potential to provide full riparian functions, synonymous with stream buffer. Primary functions of riparian management zones include shading, bank stability, nutrient input, wood recruitment, and pollution control.

FF~~AA~~. "Seismic hazard area" means those areas of the city subject to severe risk of earthquake damage as a result of seismically induced landslides, earth adjustments, settlement or soil liquefaction.

GG. "Sensitive species" means any wildlife species native to the state of Washington that is vulnerable or declining and is likely to become endangered or threatened in a significant portion of its range within the state without cooperative management or removal of threats, as currently listed by the Washington Department of Fish and Wildlife.

~~BB~~HH. "Special waste" means all nonhazardous wastes that have special handling needs or have specific waste properties that require waste clearance by either the solid waste division of the King County department of natural resources and parks or the King County health department, or both. Such wastes are specified in the King County Waste Acceptance Policy (P.U.T. 4-1-4 or future amendments of that rule), and include contaminated soil, asbestos-containing materials, treated biomedical wastes, treatment plant grit and vactor wastes, industrial wastes, tires, and other wastes.

~~CC~~II. "Steep slope hazard area" means those areas of the city where the ground rises at an inclination of 40 percent or more within a vertical elevation change of at least 10 feet (a vertical rise of 10 feet or more for every 25 feet of horizontal distance). A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least 10 feet of vertical distance.

~~DD~~JJ. "Stream" means any area of the city where surface waters produce a defined channel or bed which demonstrates clear evidence of the passage of water. The channel or bed need not contain water year-round. The term does not include irrigation ditches, canals, engineered storm or surface water runoff devices or other entirely artificial watercourses unless they are used by salmonids, or unless the created conveyances contain the waters from a stream which was naturally occurring prior to construction/alteration of the conveyance system.

~~EE~~KK. "Topping" means as defined in SMC 15.20.020.

LL. "Waters of the state" means lakes, rivers, ponds, streams, inland waters, underground waters, salt waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington.

MM~~FF~~. "Wetland" or "wetlands" means areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of

vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, ~~and~~ landscape amenities, ~~or~~and wetlands created after July 1, 1990, ~~. Wetlands do not include areas~~ that were unintentionally created as a result of ~~blockage of drainage from~~ the construction of a road, street, or highway ~~after July 1, 1990.~~ . Wetlands ~~may~~ include those artificial wetlands ~~areas~~ intentionally created from nonwetland areas ~~as compensatory mitigation for impacts to~~to mitigate conversion of wetlands.

~~GG~~NN. "Wildland" means an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar transportation facilities. Structures, if any, are widely scattered.

~~HH~~OO. "Wildland/urban interface" means any area where wildland fuels threaten to ignite combustible homes and structures. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.030 Applicability.

A. The city of Snoqualmie (city) shall regulate critical areas ~~the city's critical area uses, activities, and developments within, or adjacent to, or likely to affect one or more critical areas,~~ consistent with the provisions of this chapter. Frequently flooded areas are deemed critical areas, and are also subject to regulation pursuant to Chapter 15.12 SMC.

B. Critical areas regulated by this chapter include:

1. Geologically hazardous areas including:
    a. Erosion hazard areas;
    b. Landslide hazard areas;
    c. Steep slope hazard areas; and
    d. Seismic hazard areas;
2. Channel migration and erosion hazard zones;
3. Frequently flooded areas;
4. Streams;
5. Wetlands;
6. Fish and wildlife habitat conservation areas; and
7. Critical aquifer recharge areas.

C. When the provisions of this section or any other provisions of the city's municipal code are in direct conflict with each other, or with other federal or state regulations, the most restrictive provision shall apply. (Ord. 1176 § 2, 2016).

19.12.040 Allowed activities.

A. The following development, modifications, activities, and associated uses are allowed as provided below, provided they are consistent with the provisions of other local, state, and federal laws and requirements and ensure minimal impacts to and no net loss of ecological functions:

1. Emergencies that threaten the public health, safety and welfare. Altered critical areas or buffers may be required to be restored and/or impacts resulting from emergency actions mitigated, based on review by the city, after the emergency situation is stabilized.

2. Removal of such potential fuels within portions of a critical areas buffer in the urban-wildland interface as determined necessary by the fire chief on a site-specific assessment to create a defensible space within 30 feet of a residence in areas declared by the fire chief to be a wildfire threat zone, pursuant to a plan approved by the fire chief. Such plan shall not authorize any more clearing of a critical area buffer than is necessary to eliminate fuels likely to cause the spread of a wildfire.

3. Structures, improvements and uses in existence ~~on the date this chapter becomes effective and~~ that do not meet the requirements of this chapter. Such existing structures and improvements may be remodeled, reconstructed or replaced, provided:

a. Such actions or improvements are designed to only expand on the side of the existing structure, away from the critical area, and do not make the structure(s) intrude further into the critical area or its buffer; and

b. Do not increase the amount of impervious area within the critical area or buffer; and

c. Do not increase the potential impact to a critical area or, in the case of an existing structure or improvement in areas of potential geologic instability, do not increase the potential of soil movement or risk of harm or damage to existing uses or development, or to the public safety.

4. Existing uses may be maintained but shall not be expanded further into a critical area or its buffer. If an existing use that does not meet the requirements of this chapter is abandoned for a period of one year or more, such use shall not be reestablished.

5. Normal and routine maintenance or repair of existing utility or street rights-of-way or utility structures including drainage facilities. Utility or street rights-of-way shall be maintained in a manner that meets the objectives of safe and efficient use of the right-of-way, while eliminating the use of chemical herbicides within the corridors. Normal and routine maintenance includes vegetation management performed in accordance with best management practices that is part of ongoing maintenance of structures, infrastructure, or utilities; provided, that such management actions are part of regular and ongoing maintenance, do not expand further into the critical area, are not the result of an expansion of the structure or utility, and do not directly impact an endangered or threatened species.

6. Removal of invasive plants and noxious weeds, and additional aggressive non-native species, including Japanese knotweed, Scot's broom, English ivy, Himalayan and evergreen blackberry; provided, only hand labor and light equipment that minimizes disturbance to the critical area or buffer are used, and any chemical applications are approved by the Department of Ecology for use adjacent to streams and wetlands, and further provided best management practices are used and soil compaction is avoided.

7. Removal of ~~dangerous~~ hazard trees, with the director's approval. A certified arborist's evaluation may be required in the discretion of the director if the hazard is not clearly evident. Creation of snags are encouraged rather than complete tree removal. Hazard trees removed from critical areas must be replaced at a minimum 3:1 ratio and maintained for at least three years.

8. Enhancement and restoration plantings for the purpose of restoring functions and values of critical areas or buffers that do not require construction permits; provided, only hand labor and light equipment that minimizes disturbance to the critical area or buffer are used. Removal or trimming of trees within critical areas or their buffers, and replacing them with lower growing shrubs, for the purpose of creating or expanding a view corridor shall not be deemed an enhancement or restoration action and is not an exempted activity.

9. The following agricultural activities in existence as of the effective date of Ordinance No. 691:

a. Grazing of livestock, provided best management practices are implemented to protect the water quality;

b. Mowing of hay, grass or grain crops;

c. Tilling, discing, planting, seeding, harvesting and related activities for pasture, food crops, grass seed or sod; provided, that such activities do not involve any expansion into the critical areas or buffer of the area involved from that existing on the date this chapter becomes effective;

d. Normal and routine maintenance of drainage and irrigation ditches, provided they are not used by salmonids; farm ponds, stocked fish ponds, manure lagoons, and created livestock watering ponds; provided, that such activities shall not involve conversion of or expansion into any wetland or buffer not currently being used for such activity and best management practices are used. Maintenance actions within drainage ditches that drain directly to salmonid-bearing waters may require permits from state or federal regulatory agencies.

B. Public Agency or Utility Exception. If the application of this chapter would prohibit a development proposal by a public agency or public utility, the agency or utility may apply for an exception pursuant to this section. After holding a public hearing, the hearing examiner may approve the exception if he/she finds that there is no other practical alternative to the proposed development with less impact on critical areas or their buffers, and the proposal minimizes the impact on critical areas or their buffers. Any decision of the hearing examiner is final unless appealed.

C. Reasonable Use Exception. If the application of this chapter would deny all reasonable use of the property, development may be allowed which is consistent with the general intent of this chapter and the public interest; provided, that the hearing examiner, after a public hearing and consultation with the city attorney, finds that:

1. This chapter would otherwise deny all reasonable use of the property;

2. There is no other reasonable use with less impact on the critical area or its buffer;

3. The proposed development does not pose an unreasonable threat to the public health, safety or welfare on or off the property; and

4. Any proposed alteration of the critical area or its buffer is the minimum necessary to allow for reasonable use of the property, and will not result in a net loss of critical area functions and values. Any decision of the hearing examiner regarding this reasonable use exception shall be final unless appealed.

5. The inability to derive reasonable economic use is not the result of the applicant's actions or that of a previous property owner, such as by segregating or dividing the property and creating an undevelopable condition.

D. Farm Plans. Agricultural activities may be conducted consistent with a farm plan approved by the King Conservation District and the city. A qualified consultant shall evaluate agricultural activities, including vegetation management, outlined in a farm plan with the standards established in these chapters.

E. Mitigation Required. Any authorized alteration of a critical area or its buffer under subsections C and D of this section shall be subject to conditions established by the city and shall require mitigation described in an approved mitigation plan that meets the mitigation requirements of this chapter. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.050 Designation and protection of critical areas and buffers.

A. Designation. Critical areas are designated in this chapter by defining their characteristics, by defining their locations by adoption of a map, or both. In the case of frequently flooded areas, critical areas are designated in Chapter 15.12 SMC.

B. Protection. Critical areas shall be protected as follows:

1. The city shall not permit or approve any use, activity or development proposal, or authorization to alter the condition of any land, water or vegetation, or to construct or alter any structure or improvement, in, over or on a critical area or its buffer, except in compliance with the requirements of this chapter.

2. No person shall alter, nor direct or permit the alteration of, any critical area or buffer except as allowed in compliance with the requirements of this chapter.

3. The provisions of this chapter apply to all critical areas and buffers as designated or defined by this chapter, whether or not the critical area or buffer has been delineated or mapped. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.060 Critical areas reportstudy.

A. When Required. Except as provided in subsection B of this section, for any use, activity or development proposal on site that includes, is adjacent to, or could significantly impact a critical area, other than a critical aquifer recharge area, the applicant or developer, at their its own expense, shall initiate a critical areas study report prepared by a qualified critical area consultant to adequately evaluate the potential impacts to such areas from such use, activity or development proposal. The critical areas study report shall be conducted by a qualified critical areas consultant, subject to the additional provisions of subsection D of this section. No critical areas study report shall be required if a critical area reportstudy previously has been prepared pursuant to this section; provided, that the previous report study contemplated and evaluated the type of use, activity or development to occur on the site; and further provided, any wetland delineation studies provided with the report shall be valid for a maximum period of five years after initial completion.

B. Waivers. The director may waive the requirement for a critical areas reportstudy upon finding that:

1. There will be no alteration of the critical area or areas and associated buffers, or that the use, activity or development proposal is located in a portion of a wetland or stream buffer adjacent to and upland of an existing road and/or other existing development, such that the development site does not provide significant buffer functions;

2. The development proposal will not impact the critical areas or buffers in a manner contrary to the goals, intent, and requirements of this chapter; and

3. The development proposal meets the minimum standards of this chapter.

C. Contents of reportStudy. The critical areas reportstudy shall meet the minimum requirements as the director may establish by administrative rule. The city director may, in his or her discretion, require such supplements or amendments to the reportstudy as he or she may deem necessary to develop a reasonably comprehensive understanding of the site conditions and potential impacts. Critical areas reports relating to wetlands shall be in accordance with the additional criteria found in SMC 19.12.170(B).

D. Additional Review. In situations where the applicant has provided its own critical areas reportstudy, the city may require review of the submitted reportstudy by staff with the necessary critical areas qualifications or retain another qualified critical areas consultant as adjunct staff to review the adequacy of the critical areas reportstudy. The costs for such critical areas consultant review shall be borne by the applicant and shall be for services necessary to review the applicant's critical areas reportstudy, meet with the applicant and/or other relevant city staff, and to conduct any necessary field work to evaluate the applicant's critical areas reportstudy. The city critical areas consultant ordinarily should not conduct a full independent or duplicative critical areas reportstudy. In situations where the city has provided the critical areas reportstudy (at the applicant's expense), the applicant shall have the right, but not the obligation, to submit a second opinion to the city for consideration. The determination of the city as to the adequacy of a critical areas reportstudy shall be final unless the issue is raised on appeal of the development proposal approval or permit. No interlocutory appeal of the report study results is authorized by this section. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.070 Critical area review process.

A. Preapplication Meeting. When a use, activity or development proposal includes or is adjacent to one or more critical areas, the applicant shall meet with the director prior to the submission of any application or development proposal to discuss the goals, purposes, objectives and requirements of this chapter, the scope of any critical areas reportstudy or studiesreports, the qualifications of the applicant's technical consultants, and the nature of the use, activity or development proposal.

B. Incorporation of Critical Areas Conditions in Permits and Approvals. Review of critical areas ~~studies~~ reports and suggested conditions and mitigation shall be reviewed during and incorporated into the underlying permit or approval of the use, activity or development approval by whatever person or body has the authority for the underlying permit or approval. The director shall include in every report, recommendation or administrative decision on a use, activity or development proposal such findings as may be necessary to address the provisions of this chapter.

C. Authority to Condition or Deny Proposals. The city may approve, approve with conditions, or deny any development proposal in order to comply with the requirements and carry out the goals, purposes, and objectives of this chapter. In addition to its general authority under this chapter and any other applicable law or chapter, the city shall condition or deny a permit or approval for a use, activity or development proposal if it is determined that it will increase the potential of soil movement or otherwise result in a significant risk of injury to persons or damage to the structure, site or adjacent properties in the case of areas of potential geologic instability, or will result in a risk of significant harm to a wetland or stream or its functional values, or will disturb the qualities that are essential to maintain the habitat in designated fish and wildlife habitat conservation areas, or poses a significant risk of degrading the quality of groundwater in a critical recharge area. The city shall impose mitigation consistent with the requirements of this chapter and as contained in an approved mitigation report~~study~~.

D. Monitoring.

1. Whenever mitigation is required, the city will~~may~~ require monitoring to ensure the mitigation meets the design performance standards established in the approved mitigation plan. The city may require that a qualified critical area consultant, at the direction of the city and at the applicant's expense, monitor the development proposal site during construction and for a sufficient period of time after construction to ensure satisfactory mitigation of impacts on the critical area. The qualified critical area consultant shall monitor per the provisions outlined in the approved mitigation plan based on the conditions or restrictions imposed by the city and such administrative rules as the director shall prescribe.

2. When monitoring is required, the city shall require the qualified critical area consultant to make written, dated monitoring reports at intervals as may be specified in the approved monitoring plan. The city will review and comment on each monitoring report, and may require any remedial actions as determined necessary to assure success of the mitigation plan. The city will require a final statement from the qualified critical area consultant that, based upon technical data, the mitigation area complies with the performance standards in the approved mitigation plan. Where monitoring reveals a significant deviation from designed performance standards or a failure of mitigation measures, the city may require the applicant to take appropriate corrective action, and the project shall be subject to further monitoring for a time frame to be determined by the city.

E. Assurance Devices. Prior to issuance of any permit or approval which authorizes site disturbance under the provisions of this chapter, the city shall require a bond or other security to assure that all work required by this chapter or any permit condition relating to critical areas is satisfactorily completed in accordance with the approved plans, specifications, permit or approval conditions, and applicable regulations and to assure that all work or actions not satisfactorily completed will be corrected to comply with approved plans, specifications, requirements, and regulations to eliminate hazardous conditions, to restore environmental damage or degradation, and to protect the health, safety and general welfare of the public. If the development proposal is subject to mitigation, the applicant shall post a performance and maintenance bond or other security in a form and amount deemed acceptable by the city to cover long-term monitoring, maintenance, and performance for mitigation projects to ensure mitigation is fully functional for the duration of the monitoring period.

1. Performance Bonds. Mitigation required pursuant to a development proposal must be completed prior to the city's granting of final approval of the development proposal. If the applicant demonstrates that seasonal requirements or other circumstances beyond its control prevent completion of the mitigation prior to final approval, the applicant may post a performance bond, assignment of savings, or other security instrument approved by the city attorney equal to 150 percent of the total cost of the remaining mitigation and guarantees that all required mitigation measures will be completed no later than the time established by the city in accordance with this chapter. The performance bond shall be released following inspection and approval of the bonded improvements.

2. Maintenance/Monitoring Bonds. The city shall require the applicant whose development proposal is subject to a mitigation plan to post a maintenance/monitoring bond, assignment of savings, or other security instrument approved by the city attorney equal to 50 percent of the total estimated maintenance and monitoring cost to guarantee satisfactory workmanship, materials, and performance of structures and improvements. The maintenance bond will be released after meeting the maintenance and mitigation requirements of this chapter and any applicable conditions of approval.

3. All bonds shall be submitted with the appropriate bond quantity worksheet identified by the city. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.080 Critical area tracts and notice on title.

A. Critical Area Tracts. Any critical area ~~and its buffer~~ where development or alteration is prohibited or limited pursuant to this chapter shall be placed in a separate critical area tract if determined by the city to be necessary to protect the critical area. Critical area tracts may be required to be conveyed to the city, if deemed necessary to protect the critical area. Alternatively, the city may require the critical area ~~and its buffer~~ be placed in a Native Growth Protection Easement (NGPE) or similar easement.

B. Notice on Title. The owner of any property that is subject to the provisions of this chapter shall, as a condition of approval pursuant to the provisions of this chapter, record with the records and elections division of King County a notice in a form approved by the city providing notice of the presence of a critical area ~~and/or buffer~~ on the property, the application of this chapter to the property, and that limitations on actions in or affecting such areas may exist. The provisions of this section shall not apply where such notice has already been recorded pursuant to a previous approval, such as a final plat. The form of such notice may be adopted by administrative rule.

1. The notice shall state:

a. The presence of the critical area~~, buffer,~~ or mitigation area on the property;

b. The allowable use of this property; and

c. The limitations that may exist on action in, or affecting, the critical area~~, buffer,~~ and/or mitigation area.

2. The notice on the title shall run with the property.

3. The notice on title will not be required if the work on existing structures or uses is valued at less than 50 percent of the assessed value of the existing structure or use, and if it does not increase the area of impact to the critical area ~~or its buffer~~.

4. This notice on title shall not be required for a development proposal by a public agency or public or private utility:

a. Within a recorded easement or right-of-way; or

b. Where the agency or utility has been adjudicated the right to an easement or right-of-way.

5. The applicant shall submit proof that the notice has been filed for public record for all affected property prior to building permit approval or prior to recording of the final plat in case of subdivisions. (Ord. 1234 § 8, 2020; Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.090 General provisions.

The city will apply the following general methods and mechanisms to accomplish the purposes of this chapter. This section shall be applied to all approved development applications and alterations where critical areas may be affected. Remediation and compensation, for wetlands and streams, may be accomplished using mitigation banking described in this section.

A. Mitigation Sequencing. Conditions to protect critical areas ~~and buffers~~ shall be sequenced as follows:

1. Avoid the impact by refraining from certain actions or parts of an action to the extent feasible;

2. Minimize the impacts by limiting the degree or magnitude of the action, by redesigning the proposed project to minimize impacts and/or avoid or reduce impacts by using appropriate technology, best management practices and design strategies;

3. Remediate the impact by repairing, rehabilitating, or restoring the affected environment;

4. Reduce or eliminate the impact over time by preservation and maintenance operations;

5. Compensate for the impacts by creating, replacing, enhancing, or providing substitute resources or environments;

6. Monitor the mitigation provided for the impact and take appropriate corrective measures when necessary.

B. Buffers.

1. Measurement of Buffers. All buffers shall be measured perpendicular from the critical area boundary as surveyed in the field. For buffer width determination and measurement purposes, the "critical area" excludes the buffer area. The width of the buffer shall be determined according to the category of the critical area and the proposed land use, as described in this chapter.

2. Standard Buffers. The standard buffer widths presume the existence of a native forest vegetation community in the buffer zone adequate to protect the critical area functions and values at the time of the proposed activity. ~~If the vegetation or protection is inadequate,~~ If existing buffer is sparsely vegetated or vegetated with invasive species, the city may require an increase in the buffer width or additional native plantings within the standard buffer width. Provisions to reduce or to average buffer widths to obtain optimal habitat value are provided under the performance standards for each critical area.

3. Buffer Averaging. The director may allow wetland or stream buffer averaging only when the buffer area width after averaging will not adversely impact the critical area and/or buffer functions and values, including wetland hydrology that causes short- or long-term changes in native vegetation composition, soil characteristics, nutrient cycling or water chemistry. At a minimum, any proposed buffer averaging shall meet the following criteria:

a. The resulting buffer area is no less than that which would be provided by the standard buffer;

b. The buffer width shall not be reduced by more than 25 percent at any one point as a result of the buffer averaging, and provided, buffer averaging shall not result in a wetland buffer being reduced to less than 25 feet at any one point in any case;

c. The buffer area is reduced by averaging only in those locations where the least significant upland habitat is present within the standard buffer zone, and the areas for increased buffer incorporate the highest functioning upland habitats, where feasible;

d. The buffer area may be required to be enhanced where the buffer is allowed to be reduced, if the buffer is in a degraded condition;

e. The areas of expanded buffer width are contiguous with the standard buffer;

f. Encroachment into the buffer does not occur waterward of the top of an associated steep slope or into a channel migration zone;

g. Encroachment does not occur into the buffer of an associated wetland except as otherwise allowed; and

h. Buffer averaging shall not result in the relocation of any portion of a buffer onto an adjacent property not in common ownership.

4. Increased Buffer Widths. Buffers of prescribed widths are established in this chapter for various categories of wetlands, streams, geologically hazardous areas and channel migration zones. The director may require

increased buffer widths as necessary to protect critical areas when either the critical area is particularly ~~critical~~ sensitive to disturbance or the development poses unusual impacts. Examples of circumstances that may require buffers beyond minimum requirements include, but are not limited to:

a. Unclassified uses;

b. The critical area is in a sensitive~~critical~~ drainage basin or documented salmonid spawning or rearing habitat;

c. The critical area is ~~a critical f~~ish habitat for spawning or rearing as determined by the Washington Department of Fish and Wildlife;

d. The land adjacent to the critical area and its associated buffer, and located within the development proposal, is classified as an erosion hazard area; or

e. A trail or utility corridor in excess of 10 percent of the buffer width is proposed for inclusion in the buffer.

5. Functionally isolated wetland buffers and riparian management zones. Areas that provide no ecological functions or values which are functionally separated from a wetland or stream by legally established roads, impervious surfaces, or structures, shall be excluded. ~~.~~

6. Single family residences part of a previously approved development are allowed improvements with a maximum footprint of 250 square feet, such as decks, patios, and appurtenances.

C. Building Setback Line. A building setback line of 15 feet shall be required from the edge of a buffer for any building or structure to ensure that the exteriors of the building or structure can be improved, maintained or repaired without encroaching into the buffer. Trails, sidewalks, parking lots, or stormwater facilities may be located within the building setback line as long as access for maintenance will not result in adverse impacts to the actual buffer.

D. Land Segregation. Subdivisions, short subdivisions, binding site improvement plans, boundary line adjustments and any other division of land in critical areas and buffers shall be subject to the following provisions:

1. Land that is wholly within a wetland or stream or buffer may not be subdivided or the boundary line adjusted except as approved under a reasonable use permit. In the case of land where one parcel is entirely within a wetland or stream buffer and an adjacent parcel is located partially or entirely out of a wetland or stream buffer, the provisions of subsection B of this section shall apply to boundary line adjustments between the two parcels.

2. Land that is partially within a wetland or stream or buffer may be divided or the boundary line adjusted to create buildable lots; provided, that an accessible and contiguous portion of each new or adjusted buildable lot is:

a. Located outside the wetland or stream~~critical area~~ and any associated buffer; and

b. Complies with the minimum lot size for the zoning district in which it is located, if applicable.

3. Accessory roads and utilities serving the proposed division of land may be permitted within the wetland or stream and associated buffer only if the city determines that no other feasible alternative exists.

E. Marking or Fencing.

1. Temporary Markers. The outer perimeter of wetland, stream, fish and wildlife habitat conservation areas, steep slopes and their associated buffer and the limits of these areas to be disturbed pursuant to an approved permit or authorization shall be marked in the field prior to site clearing in a manner approved by the city so no unauthorized intrusion will occur. Markers or fencing are subject to inspection by the director or his/her designee prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction and shall not be removed until directed by the director, or until permanent signs and/or fencing, if required, are in place.

2. Permanent Markers. Following the implementation of an approved development plan or alteration, the outer perimeter of the critical area or buffer that is not disturbed shall be permanently identified. The director shall approve sign locations during review of the development proposal. Along residential boundaries, the signs shall be at least four inches by six inches in size and spaced one per centerline of lot or every 75 feet for lots whose boundaries exceed 150 feet. At road endings, crossings, and other areas where public access to the critical area is allowed, the sign shall be a minimum of 18 inches by 24 inches in size and spaced one every 75 feet. This identification shall include permanent wood or metal signs on treated wood or metal posts. Signs shall be worded as follows:

CRITICAL AREA BOUNDARY

Protection of this natural area is in your care. Alteration or disturbance is prohibited. Please call the City of Snoqualmie at (425) 888-5337 for more information. Removal of this sign is prohibited.

3. Permanent Fencing. The director shall require permanent fencing where there is a likelihood of the intrusion into the critical area ~~or its buffer~~ based on the development proposal. The director shall also require such fencing when, subsequent to approval of the development proposal, intrusions threaten conservation of critical areas ~~or buffers~~. The director may use any appropriate enforcement actions including, but not limited to, fines, abatement, or permit denial to ensure compliance.

F. Mitigation Plans.

1. Whenever mitigation is required, the applicant shall prepare and submit a mitigation plan using a watershed approach for city review and approval.

2. General Mitigation Requirements. Mitigation for alterations to critical areas shall achieve equivalent or greater biological functions and may include, in the case of streams and wetlands, mitigation for adverse impacts upstream and downstream of the development proposal site. Mitigation sites for wetlands, streams, and fish and wildlife habitat conservation areas shall be located to achieve contiguous habitat to minimize the isolating effects of development on habitat areas. Mitigation of aquatic habitat should be located within the same aquatic system as the area disturbed, unless the applicant provides a sound ecological basis for providing it in as close proximity to the project site as feasible and as approved by the administrator. Mitigation shall address each function affected by the alteration to achieve functional equivalency or improvement on a per function basis. Increased ratios of mitigation area may be required for wetlands, and the buffers of streams or wetlands, as provided in this chapter.

3. Mitigation Plan Submittal Requirements. The required scope and content of a mitigation plan shall be established by administrative rule promulgated by the director. Mitigation plans for wetlands and streams shall be based upon the Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance – Version 2 (Ecology Publication 21-06-003, Olympia, WA, April 2021, or as revised) and Part 2: Developing Mitigation Plans – Version 1 (Ecology Publication Number 06-06-011b, Olympia, WA, March 2006, or as revised), and Selecting Wetland Mitigation Sites Using a Watershed Approach (Western Washington) (Publication No. 09-06-32, Olympia, WA, December 2009, or as revised) as it now exists or may hereafter be modified. ~~in the final guidance document when published.~~

4. Mitigation Monitoring. The time period for mitigation monitoring shall be established per the administrative rule established per subsection (F)(3) of this section, and shall be subject to the following minimum standards. Monitoring for compensatory mitigation for alteration of a wetland or stream shall occur for a minimum of five years. In the case of forested and scrub-shrub wetlands, monitoring shall occur for a minimum of 10 years, with reports submitted in years 1, 2, 3, 5, 7, and 10 and shall be secured with a bond or assignment for security.

G. Habitat Study. A habitat study shall be required for all development proposals that the director determines may affect the habitat of a listed species. If one or more listed species is using the subject property, the following additional requirements shall apply:

1. The applicant using a qualified professional consultant shall submit a habitat management plan, which at a minimum shall identify the qualities that are essential to maintain viable habitat for listed species using the fish and wildlife habitat conservation area and identify measures to minimize the impact from proposed activities on the habitat. The applicant shall be guided by WDFW's Priority Habitats and Species Management reccomendations~~the "Management Recommendations for Washington's Priority Habitats and Species," issued by the Washington Department of Wildlife, May 1991, and as may be amended, and by any recovery and management plans prepared by the Washington Department of Wildlife for the listed species~~ pursuant to WAC 232-12-297.~~(11)~~.

2. Conditions shall be imposed, as necessary, based on the measures identified in the habitat management plan.

3. To retain adequate natural habitat for listed species, buffers may be established on a case-by-case basis as described in the habitat management plan.

H. Minimal Impacts and No Net Loss. All the regulations of this chapter shall be applied to uses, activities, modifications and development to ensure minimal impacts to and no net loss of ecological function.

I. Where impact to critical areas or their buffers cannot be avoided, the applicant shall demonstrate that the impact is authorized by the provisions of this chapter or a reasonable use exception. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.100 Erosion hazard areas.

Alteration of erosion hazard areas may be permitted subject to the following requirements:

A. Clearing and Grading within Erosion Hazard Areas. Clearing and grading within erosion hazard areas shall conform to the following standards:

1. Clearing of up to 15,000 square feet on any one lot and timber harvest pursuant to a DNR-approved forest practice permit or a city-approved clearing or grading permit may be cleared at any time. All other clearing on erosion hazard areas shall be allowed only from April 1st to November 1st unless otherwise approved by the city.

2. Clearing and grading in erosion hazard areas shall be sequenced as follows:

a. No clearing or grading shall occur in an erosion hazard area until after the area to be cleared and/or graded has been marked in the field and the markings have been approved by the city.

b. Clearing and grading for and installation of temporary erosion and sedimentation control measures in erosion hazard areas shall occur prior to clearing and grading for roads and utilities.

c. Clearing and grading for roads and utilities in erosion hazard areas shall be completed prior to any clearing or grading of lots or building pads and shall be the minimum necessary to accomplish the project engineering designs.

d. Clearing and grading of lots, building pads or other retained vegetation shall subsequently be removed only if it is a specific element of an approved structure and subject to specific development approval from the city.

3. Approved clearing and grading pursuant to this section shall use directional felling, approved skidding plans and other techniques to minimize damage to soils and understory vegetation.

B. Erosion Control Plan. All development must submit an erosion control plan consistent with the requirements of this section and other relevant portions of the Snoqualmie Municipal Code. Approval of such plans shall include mitigation, monitoring and bonds as necessary to ensure satisfactory performance of the conditions of approval.

C. Buffers. There are no buffers for erosion hazard areas. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.110 Landslide hazard areas.

A. Alteration of a landslide hazard area on slopes 40 percent or steeper is prohibited except as provided for under the development standards for steep slopes.

B. Alteration of a landslide hazard area on slopes less than 40 percent is prohibited unless the city concludes from the critical area report ~~study~~ that the development proposal will not decrease slope stability on adjacent properties and the development proposal can be designed so that the landslide hazard to the project and adjacent property is eliminated or mitigated to meet city-defined factors of safety, per administrative rule.

C. Buffers in Landslide Hazard Areas.

1. The buffer from the top of a slope shall be designed to protect persons and property from damage due to catastrophic slope failure and slope retreat over the lifetime of the use and provide an area of vegetation to promote shallow stability, control erosion and promote multiple benefits to wildlife and other resources. The buffer distance from the top of slope shall be equal to the greater of:

a. The distance from the toe of slope upslope at a slope of 2:1 (horizontal to vertical) to a point that intersects with the site's ground elevation; or

b. A horizontal distance from the top of the slope equal to the vertical height of the slope; or

c. Fifty feet from the top of the slope.

2. The buffer from the toe of a slope shall provide for the safety of persons and property from the run-out resulting from slope failure and shall be the greater of:

a. A horizontal distance equal to the vertical height of the slope; or

b. Fifty feet from the toe of the slope.

D. Buffer Reduction. The buffer may be reduced to a minimum of 15 feet based on analysis of specific development plans provided by a qualified professional that demonstrates to the public works director's satisfaction that the reduction will adequately protect the proposed development, adjacent developments, uses and other nearby critical areas, and will not result in reduced slope stability.

E. Increased Buffer. The buffer may be increased where the community development director determines a larger buffer is necessary to prevent risk of damage to proposed and existing development.

F. Clearing and Grading in Landslide Hazard Areas. When associated with an allowed alteration within a landslide hazard area, clearing and grading activities shall conform to the following standards:

1. Clearing and grading in landslide hazard areas shall be allowed only from April 1st to November 1st.

2. Clearing and grading shall be sequenced as follows:

a. No clearing or grading shall occur in a landslide hazard area until after the area to be cleared and/or graded has been marked in the field and the markings have been approved by the city.

b. Clearing and grading for and installation of temporary erosion and sedimentation control measures in landslide hazard areas shall occur prior to clearing and grading for roads and utilities.

c. Clearing and grading for roads and utilities in landslide hazard areas shall be completed prior to any clearing or grading of lots or building pads and shall be the minimum necessary to accomplish the project engineering designs.

d. Clearing and grading of lots, building pads or other retained vegetation shall subsequently be removed only if it is a specific element of an approved structure and subject to specific development approval from the city.

3. Approved clearing and grading pursuant to this section shall use directional felling, approved skidding plans and other techniques to minimize damage to soils and understory vegetation.

G. Roads and Utilities. Roads and utilities may be permitted within landslide hazard areas and associated buffers if the city determines that no other practical alternative exists.

H. Utility Lines and Pipes. Utility lines and pipes shall be permitted in the landslide hazard area only when the applicant demonstrates that no other practical alternative is available. The line or pipe shall be located above ground and be properly anchored and/or designed so that it will continue to function in the event of erosion. Stormwater conveyance shall be allowed only through a high-density polyethylene pipe with fuse-welded joints, or similar product that is technically equal or superior. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.120 Steep slope hazard areas.

A. Alterations. No development or alteration shall be allowed in steep slope hazard areas unless the development or alteration is one of the following:

1. Any alteration on slopes 40 percent or steeper with a vertical elevation change of less than or equal to 20 feet, provided the critical areas ~~study~~ report demonstrated that no adverse impact will result;

2. Any alteration of a slope, which has been created through previous legal grading activities, may be regraded as part of an approved development proposal. Any remaining slopes in excess of 40 percent shall be subject to the steep slope protections of this chapter;

3. Surface water or stormwater conveyance approved by the city in conformance with the stormwater management requirements in Chapter 15.18 SMC;

4. Trails construction approved by the city;

5. Utility construction approved by the city, if the city determines that no other feasible alternative exists. Utility lines or pipes shall be located above ground and properly anchored and/or designed so that they will continue to function in the event of an underlying slide. Stormwater conveyance shall be allowed only through a high-density polyethylene pipe with fuse-welded joints, or similar product that is technically equivalent or superior;

6. Trimming and cutting of vegetation on steep slopes approved by the city; provided that the soils are not disturbed.

B. Buffers in Steep Slope Hazard Areas.

1. The buffer from the top of a slope shall be designed to protect persons and property from damage due to catastrophic slope failure and slope retreat over the lifetime of the use and provide an area of vegetation to promote shallow stability, control erosion and promote multiple benefits to wildlife and other resources. The buffer distance from the top of slope shall be equal to the greater of:

a. The distance from the toe of slope upslope at a slope of 2:1 (horizontal to vertical) to a point that intersects with the site's ground elevation; or

b. A horizontal distance from the top of the slope equal to the vertical height of the slope; or

c. Fifty feet from the top of the slope.

2. The buffer from the toe of a slope shall provide for the safety of persons and property from the run-out resulting from slope failure and shall be the greater of:

a. A horizontal distance equal to the vertical height of the slope; or

b. Fifty feet from the toe of the slope.

C. Buffer Reduction. The buffer may be reduced to a minimum of 15 feet based on analysis of specific development plans provided by a qualified professional that demonstrates to the public works director's satisfaction that the reduction will adequately protect the proposed development, adjacent developments, uses and other nearby critical areas, and will not result in reduced slope stability.

D. Increased Buffer. The buffer may be increased where the community development director determines a larger buffer is necessary to prevent risk of damage to proposed and existing development. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.130 Seismic hazard areas.

A. Alteration of a seismic hazard area shall only be allowed if mitigation is implemented that provides for adequate factors of safety against liquefaction, surface rupture, lateral spreading, seismically induced landsliding, and settlement.

B. Structures in seismic hazard areas shall conform to applicable analysis and design criteria of the International Building Code. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.140 Channel migration and associated erosion hazard zones.

A. The administrator shall assemble all available channel migration and erosion hazard maps and studies from King County and other sources in order to determine the location and severity of known channel migration and erosion hazard zones, and shall maintain maps showing the boundaries of all known channel migration and erosion hazard zones. The administrator is hereby authorized to adopt administrative rules to establish the process and criteria for designating and classifying channel migration and erosion hazard zones. An applicant for a development permit may submit a report by a qualified professional engineer in support of a determination of the boundaries or classification of channel migration and/or erosion hazard areas on a specific property if there is a discrepancy between the approved channel migration zone or erosion hazard map and site-specific conditions or data, or for unmapped potential channel migration zones or erosion hazard areas. It is a goal of the city of Snoqualmie to retain and restore channel migration zones as practicable to restore riparian functions in applicable areas over time.

B. No new development may be permitted in the severe channel migration zone unless otherwise allowed under this section.

C. The following activates are allowed within the severe and moderate channel migration zone:

1. Trails and boardwalks;

2. Forest practices;

3. Ongoing agriculture;

4. Bridges, utilities and transportation structures when no other feasible alternative exists;

5. Development with a primary purpose of protecting or restoring ecological functions.

D. Existing structures may be maintained and improved on existing legal lots in the moderate channel migration zone and/or erosion hazard area; provided, the footprint may not be expanded toward the source of channel migration or erosion hazard.

E. New structures may be permitted in the moderate channel migration zone on existing legal lots; provided, that a feasible alternative location outside of the channel migration hazard is not available on site, and the structure and supporting infrastructure, including septic system, are located at the farthest distance from any source of channel migration or erosion hazard.

F. Subdivision of land by any means, including short subdivision or binding site improvement plan, is prohibited within the moderate channel migration zone.

G. New structural flood hazard reduction measures may be allowed in a channel migration zone to protect existing development only where demonstrated through an engineering analysis to be necessary, and when nonstructural

methods are infeasible and such measures are located landward of associated wetlands and buffer areas except where no alternative exists as documented in a geotechnical analysis. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.150 Frequently flooded areas.

A. Standards for building and development in frequently flooded areas are set forth in Chapter 15.12 SMC, Flood Hazard Regulations. SMC 15.12.170, Floodways, adopted by Ordinance 621, 1989, and as hereafter amended, is hereby adopted by reference.

B. No encroachment, including fill, new construction, substantial improvement or other development shall be permitted within the floodway except as described in SMC 15.12.170.

C. No new construction or reconstruction of residential structures shall be permitted within the floodway, except as described in SMC 15.12.170.

D. All new construction and substantial improvement shall comply with all other applicable flood hazard reduction standards of Chapter 15.12 SMC, Flood Hazard Regulations.

E. New structural flood hazard reduction measures are allowed only where demonstrated to be necessary, and when nonstructural measures are infeasible and mitigation is accomplished, and provided, such measures are landward of associated wetlands and buffer areas except where no alternative exists as documented in a geotechnical analysis. (Ord. 1237 § 3, 2020; Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.160 Streams.

A. Classification of Streams. Streams shall be classified in accordance with WAC 222-16-030 as follows:

1. Class 1 are Type S (shorelines) streams and include waters, within their bankfull width, as inventoried as "Shorelines of the State" (rivers over 20 cfs, marine shorelines and lakes over 20 acres) under Chapter 90.58 RCW and the rules promulgated pursuant to Chapter 90.58 RCW, including periodically inundated areas of their associated wetlands. "Bankfull width" is the measurement of the lateral extent of the water surface elevation perpendicular to the channel at bankfull depth.

2. Class 2 are Type F (fish) streams and include segments of natural waters other than Type S waters that are within the bankfull widths of defined channels and periodically inundated areas of their associated wetlands, or within lakes, ponds, or impoundments having a surface area of one-half acre or greater at seasonal low water that in any case contain fish habitat or are described by one of the four categories in WAC 222-16-030(2).

3. Class 3 are Type Np (non-fish perennial) streams and include all segments of natural waters within the bankfull width of defined channels that are perennial non-fish habitat streams. Perennial streams are waters that do not go dry at any time during a year of normal rainfall. However, for the purpose of water typing, Type Np waters include the intermittent dry portions of the perennial channel below the uppermost point of perennial flow.

4. Class 4 are Type Ns (non-fish seasonal) streams and include all segments of natural waters within the bankfull width of the defined channels that are not Type S, F, or Np waters. These are seasonal, non-fish habitat streams in which surface flow is not present for at least some portion of a year of normal rainfall and are not located downstream from any stream reach that is a Type Np water. Ns waters must be physically connected by an aboveground channel system to Type S, F, or Np waters.

~~5. Type C (Conveyance). As defined by the city of Snoqualmie, "Type C waters" are those natural open ephemeral drainage courses (including where bridged, piped or culverted) that are not Type S, F, Np or Ns waters, which contain flow only during or immediately after periods of precipitation, and which flow generally less than 30 days per year.~~

B. No alteration to a stream or riparian management zone~~buffer~~ shall be permitted unless the city grants a public agency or utility exception or reasonable use exception, or unless the city finds that the development proposal is one

of the permitted uses identified in subsection C of this section and the project as proposed preserves or enhances the important stream and buffer functions and is otherwise consistent with the purposes of this chapter.

C. Permitted Uses and Alterations. Subject to the requirements of the underlying zoning designation and other applicable codes and ordinances, the following uses and alterations shall be permitted within streams or their ~~buffers~~riparian management zones, in accordance with the standards set forth in this section when done in compliance with the provisions of other applicable codes and ordinances. Mitigation shall be required for any impact to the critical area or its buffer from these permitted uses and alterations:

1. Stream Crossings. Stream crossings may only be permitted when there is no other reasonable access resulting in less impact on the stream and/or its buffer. Stream crossings shall use all reasonably feasible construction techniques to avoid disturbance to the stream bed or bank. In the case of Class 2, Class 3 or Class 4 streams, bottomless culverts or other appropriate methods demonstrated to provide fisheries protection may be used if the applicant demonstrates that such methods and their implementation will pose no harm to the stream bank or bed and will not adversely impact fish habitat as demonstrated in a report from a qualified consultant submitted by the applicant. The applicant shall be responsible to obtain and comply with all other applicable state and federal permits. Crossings shall not occur over salmonid spawning areas unless no other possible crossing site exists. Crossings shall be minimized and serve multiple purposes and properties whenever possible. Construction of stream crossings shall be in conformance with applicable permit limitations established by state resource agencies. Stream crossings shall be designed in accordance with the Washington Department of Fish and Wildlife's Water Crossing Design Guidelines (2013), as updated. New crossings shall be evaluated under future climate change scenarios for 2040 and 2080, or similar, as required by state and federal agencies.

2. Stream Relocations. Class 1 streams shall not be relocated. Class 2 streams shall not be relocated except for public road projects which have been approved by a variance and by applicable state resource agencies. Class 3 and Class 4 streams may only be relocated provided the in-stream resources are preserved or enhanced, all appropriate floodplain protection measures are used, and the stormwater management requirements in Chapter 15.18 SMC, and all other applicable permit and code requirements have been met. A proposal to relocate a Class 2, Class 3 or Class 4 stream must be accompanied by a stream mitigation plan.

3. Stream Channel Stabilization. Stream channel stabilization may only be allowed when movement of the stream channel threatens existing residential or commercial structures, public improvements, unique natural resources, or the only possible existing access to property. Proposals to stabilize a stream channel must be done in compliance with the provisions of this chapter and other applicable codes and ordinances, including but not limited to shoreline regulations pursuant to Chapter 19.08 SMC, Shoreline Regulations.

4. ~~Type C~~ Maintenance. Maintenance associated with ~~Type C~~stormwater conveyances ~~waters~~ that do not carry anadromous salmonids, and that do not meet the definition of a wetland, may be maintained through use of best management practices developed in consultation with other state and federal agencies with jurisdiction.

5. Educational and Research Activities. Educational and research activities are permitted, not including construction of buildings or other permanent structures.

6. Enhancement or Mitigation. Enhancement or other mitigation plans are permitted, including landscaping in accordance with conditions of development imposed by the city.

7. Drainage Facilities. Discharges from drainage facilities are permitted, provided the stormwater management requirements in Chapter 15.18 SMC have been met and the city finds that the wetland functions can be preserved or enhanced and provided stormwater discharges to streams from drainage facilities will not negatively affect the rate of flow nor decrease the water quality of the stream.

8. Public Utilities. Public utilities may be permitted in the stream buffer, provided no practical alternative exists and adequate provision is made to protect or enhance the function of the stream buffer through appropriate mitigation. Unless located within a road right-of-way permitted pursuant to subsection (C)(9) of this section, sewer utilities may be constructed only in the outer 15 percent of a wetland or stream buffer if engineering design dictates, and if the other requirements of this section are met. All utility corridors should be designed

and coordinated to accommodate joint use in order to reduce the number of such corridors. Proposals to cross wetlands, streams or their buffers must include a mitigation plan, and must be designed to implement best management practices. Upon completion of the utility installation, wetlands, streams, and their buffers must be restored to preproject configurations or enhanced if preproject conditions were degraded, based on an approved mitigation plan which shall require maintenance and monitoring per the provisions of this chapter.

9. Roads and Rights-of-Way. Roads and other rights-of-way are permitted, provided no practical alternative exists and adequate provision is made to protect or enhance the stream through appropriate mitigation. Roads shall be designed and maintained to prevent erosion and restriction of the natural movement of groundwater as it affects the critical area.

Roads must be located to conform to the topography so that minimum alteration of natural conditions may be required. Where feasible, roads and utilities shall be similarly aligned to minimize the area of disturbance. Roads shall be designed and constructed per the stormwater management requirements in Chapter 15.18 SMC. A restoration plan for the area, designed per the standards of a mitigation plan, shall be required.

10. Other Uses. Other uses may be permitted by the city only following review and approval of a critical areas ~~study~~ report and upon a determination that such use can be developed in a manner that would not degrade the quantitative and qualitative functioning of the stream.

11. Passive Recreation. Passive recreation may be permitted, provided public access shall only be allowed upon a finding by the director that:

a. Such public access will not adversely affect habitat or water quality values of the critical area ~~or its buffer~~, and that the design reflects current Priority Habitat and Species data and WDFW management recommendations;

b. Public access shall be limited to previous trails, boardwalks, viewing areas, covered seating, and displays, and must be located in areas which have the lowest sensitivity to human disturbance or alteration;

c. Public access must be specifically developed for interpretive, educational or research purposes by, or in cooperation with, the city, or as part of the adopted Snoqualmie comprehensive plan or other official plan or development approval adopted by the city;

d. No motorized vehicles shall be allowed within a wetland, stream or their buffers except as required for necessary maintenance or security;

e. Vegetative edges, structural barriers, signs or other measures must be provided wherever necessary to protect wetlands by limiting access to designated public use or interpretive areas;

f. Access areas must incorporate design features and materials which protect water quality and allow adequate surface and groundwater movement;

g. Must be located so as not to disturb nesting, breeding and rearing areas;

h. Trails should be located in the outer 25 percent of the buffers. Trail access within the remainder of the buffer or wetland may be allowed provided no practical alternative exists and adequate provision is made to protect or enhance the wetland through appropriate mitigation;

i. If trails are allowed to cross wetlands, boardwalks shall be used to minimize the impact.

12. Trails, Boardwalks and Viewing Areas. A continuous riverwalk trail, boardwalk and public viewing areas within the buffer of the Snoqualmie River and Kimball Creek.

13. Decks, Patios and Walkways. Decks, patios and walkways associated with commercial development and parks/trail development permitted by this chapter and the underlying zoning, provided such facilities are designed and constructed to afford public access to views of the riverfront and provide a public easement as

part of an overall public boardwalk and viewing platform system within the buffer of the Snoqualmie River within the Urban Riverfront Environment from southerly margin of S.E. Fir Street to the eastern property line of Riverview Park.

D. ~~Stream Buffers~~Riparian Management Zones. Riparian Management Zones (RMZ) are designated based on the estimated average 200 year site potential tree height, extending outward on each side of a stream from the ordinary high water to the distances prescribed in Table 19.12.160-1~~Streams shall have the following prescribed buffers as specified in Table 19.12.160-1~~:

Table 19.12.160-1.

~~Stream Buffer~~Riparian Management Zone Widths

Stream Classification	~~External Buffer~~RMZ Width
Class 1 streams ~~and Class 2 streams with anadromous salmonids~~	100 feet. See Shoreline Regulations at SMC 19.08[1].
Class 2 streams	200~~75~~ feet
Class 3 streams	~~5~~100 feet
Class 4 streams	100~~25~~ feet
Snoqualmie River South Fork and right bank of mainstem within the Natural Shoreline Environment[1,2]	200 feet
Snoqualmie River within Urban Riverfront Environment, generally located between S.E. Fir Street and Meadowbrook Way S.E.[1,2]	25 feet

~~[1] Areas of the Snoqualmie River not identified in Table 19.12.160-1 shall use the prescribed Class 1 stream buffer~~riparian management zone.

[12] See Chapter 19.08 SMC for shoreline environments and associated maps.

E. Mitigation. Mitigation shall be required for permitted alterations of streams or their riparian management zones~~buffers~~. Stream replacement or enhancement shall result in no net loss of stream functions either on or off site due to the alteration. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.170 Wetlands.

A. Wetland Inventory. The city initially conducted a wetland inventory in 1991 and continues to update the inventory as new information becomes available. The wetland inventory maps, on file with the director, are hereby incorporated herein by this reference. Property owners, the director, and/or members of the public may use these as a general guide but the maps do not provide a comprehensive accounting of areas subject to this chapter nor do they provide a definitive critical area designation. The exact location of a wetland and the associated boundary shall be determined through the performance of a field delineation by a qualified wetland consultant using the approved federal wetland delineation manual and applicable regional supplements as specified by WAC 173-22-035.

B. Report for Wetlands.

1. If the administrator determines that the site of a proposed development includes, is likely to include, or is adjacent to a wetland, a wetland report, prepared by a qualified professional, shall be required unless preparation of a report is excused or waived in accordance with SMC 19.12.060.A or 19.12.060.B. The expense of preparing the wetland report shall be borne by the applicant.

2. Minimum Standards for Wetland Reports. The written report and the accompanying plan sheets shall be consistent with SMC 19.12.060 and shall contain the following information, at a minimum:

a. The name and contact information of the applicant; the name, qualifications, and contact information for the primary author(s) of the wetland critical area report; a description of the proposal; identification of all the local, state, and/or federal wetland-related permit(s) required for the project; and a vicinity map for the project.

b. A statement specifying the accuracy of the report and all assumptions made and relied upon.

c. Documentation of any fieldwork performed on the site, including field data sheets for delineations, rating system forms, baseline hydrologic data, etc.

d. A description of the methodologies used to conduct the wetland delineations, rating system forms, or impact analyses including references.

e. Identification and characterization of all ~~critical areas,~~ wetlands, water bodies, shorelines, floodplains, and other ~~buffers~~ critical areas on or adjacent to the proposed project area.

f. For each wetland identified on site and within 300 feet of the project site provide: the wetland rating, including a description of and score for each function, per wetland ratings (subsection C of this section); required buffers; hydrogeomorphic classification; wetland acreage based on a professional survey from the field delineation (acreages for on-site portion and entire wetland area including off-site portions); Cowardin classification of vegetation communities; habitat elements; soil conditions based on site assessment and/or soil survey information; and to the extent possible, hydrologic information such as location and condition of inlets/outlets (if they can be legally accessed), estimated water depths within the wetland, and estimated hydroperiod patterns based on visual cues (e.g., algal mats, drift lines, flood debris, etc.). Provide acreage estimates, classifications, and ratings based on entire wetland complexes, not only the portion present on the proposed project site.

g. A description of the proposed actions, including an estimation of acreages of impacts to wetlands and buffers based on the field delineation and survey and an analysis of site development alternatives, including a no-development alternative.

h. An assessment of the probable cumulative impacts to the wetlands and buffers resulting from the proposed development.

i. A description of reasonable efforts made to apply mitigation sequencing pursuant to mitigation sequencing (SMC 19.12.090) to avoid, minimize, and mitigate impacts to critical areas.

j. A discussion of measures, including avoidance, minimization, and compensation, proposed to preserve existing wetlands and restore any wetlands that were degraded prior to the current proposed land use activity.

k. A conservation strategy for habitat and native vegetation that addresses methods to protect and enhance on-site habitat and wetland functions.

l. An evaluation of the functions of the wetland and adjacent buffer. Include reference for the method used and data sheets.

m. A copy of the site plan sheet(s) for the project must be included with the written report and must include, at a minimum:

i. Maps (to scale) depicting delineated and surveyed wetland and required buffers on site, including buffers for off-site critical areas that extend onto the project site; the development proposal; other critical areas; grading and clearing limits; areas of proposed impacts to wetlands and/or buffers (include square footage estimates).

ii. A depiction of the proposed stormwater management facilities and outlets (to scale) for the development, including estimated areas of intrusion into the buffers of any critical areas. The written report shall contain a discussion of the potential impacts to the wetland(s) associated with anticipated hydroperiod alterations from the project.

C. State Ratings System. The categorization of wetlands set forth herein is intended to implement the Washington State Department of Ecology wetland rating system found in the Washington State Wetlands Rating System (Western Washington, 2014 Update Version 2, Ecology Publication No. 2314-06-0029) and associated guidance documents as it now exists or may hereafter be revised by the Department of Ecology, which is hereby incorporated herein by this reference. References herein to wetland scores are those scores derived by application of the Washington State Wetlands Rating System. Wetland rating categories shall be applied as the wetland ~~exists at the time of the adoption of this chapter or as it~~ exists at the time of an associated permit application. Wetland categories shall not change due to illegal modifications.

D. Wetland Categorization. Wetlands shall be categorized as follows:

1. Category I. Category I wetlands are those that represent unique or rare wetland types, are more critical to disturbance than most wetlands, are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime, or provide a high level of functions. Category I wetlands in the city include:

a. Wetlands with high conservation value, which are identified by scientists of the Washington Natural Heritage Program as important ecosystems for maintaining plant diversity in our state;

b. Bogs;

c. Mature and old growth forested wetlands larger than one acre; or

d. Wetlands that perform functions at high levels and scoring 23 or more points (out of 27) on the questions related to functions.

2. Category II. Category II wetlands are difficult, though not impossible, to replace, and provide high levels of some functions. These wetlands occur more commonly than Category I wetlands, but still need a relatively high level of protection. Category II wetlands are wetlands with a moderate level of functions, scoring between 20 and 22 points.

3. Category III. Category III wetlands are wetlands with a moderate level of functions, scoring between 16 and 19 points. Such wetlands generally have been disturbed in some ways and are often less diverse or more isolated from other natural resources in the landscape than Category II wetlands.

4. Category IV. Category IV wetlands are wetlands with the lowest levels of functions, scoring fewer than 16 points, and are often heavily disturbed. These wetlands could be replaced, or in some cases improved. However, experience has shown that replacement cannot be guaranteed in any specific case. These wetlands may provide some important functions, and also need to be protected.

~~E. Impacts to Wetlands Less Than 1,000 Square Feet. The following wetlands are exempt from the buffer provisions contained in this chapter and the normal mitigation sequencing process in SMC 19.12.090. They may be filled if impacts are fully mitigated based on provisions in this chapter. If available, impacts should be mitigated through the purchase of credits from a mitigation bank, consistent with the terms and conditions of the program or bank. iIn order to verify the following conditions, a critical area report for wetlands meeting the requirements in SMC~~ 19.12.180 ~~must be submitted.~~

~~1. All isolated Category III and IV wetlands less than 1,000 square feet that:~~

~~a. The wetland is not associated with a riparian corridor;~~

~~b. The wetland is not associated with other wetlands through surface or groundwater connections;~~

~~c. The wetland does not contain habitat identified as essential for local populations of species identified by the Washington Department of Fish and Wildlife as priority species;~~

~~d. Compensatory flood storage for the proposed alteration has been provided within city limits with the equivalent to the amount of flood storage removed from the wetland; and~~

~~e. If located in the city's 100-year floodplain, the proposal is consistent with the requirements of Chapter 15.12 SMC, Flood Hazard Regulations.~~

E~~F~~. Filling or Alteration of Wetlands.

~~1. No alteration of a wetland or associated buffer, except those covered in this section, shall be permitted unless the city grants a public agency or utility exception or reasonable use exception, or unless the city finds that the development proposal is one of the permitted uses identified in subsection H of this section and the project as proposed preserves or enhances the important wetland and buffer functions and is otherwise consistent with the purposes of this chapter;~~

1~~2~~. The fill shall not result in the loss of flood storage and shall be compensated for within city limits;

2~~3~~. If the fill is located in the city's 100-year floodplain, the proposal must be consistent with the requirements of Chapter 15.12 SMC, Flood Hazard Regulations;

3~~4~~. The alteration shall not result in deficient buffers that do not adequately protect the remaining wetland.

F~~G~~. Alterations Prohibited. Unless otherwise allowed by ~~this section,~~subsection G, no wetland or associated buffer shall be altered, unless the city grants a public agency or utility exception or reasonable use exception, or finds that the development proposal is one of the permitted uses identified in subsection G~~H~~ of this section and the project as proposed preserves or enhances the important wetland and buffer functions and is otherwise consistent with the purposes of this chapter. ~~Wetlands which conform to subsection E of this section are exempt from the provisions of this subsection.~~

G~~H~~. Permitted Uses and Alterations. Subject to the requirements of the underlying zoning designation and other applicable codes and ordinances, the following uses and alterations shall be permitted within wetlands or their buffers, in accordance with the standards set forth in this section. Mitigation per the requirements of this chapter shall be required for any impact to the critical area from these permitted uses and alterations:

1. Educational and Research Activities. Educational and research activities are permitted, not including construction of buildings or other permanent structures;

2. Enhancement. Enhancement of habitat is permitted, based on the submittal of an enhancement plan prepared by a qualified consultant, reviewed and approved by the city in accordance with conditions of development imposed by the city;

3. Drainage Facilities. Drainage facilities located in the outer 25 percent of a prescribed wetland buffer are permitted when required by engineering constraints, and when such discharges are designed to be infiltrated into appropriate soils or discharged as surface sheet flow in appropriate slope conditions. Such discharges and facilities must meet the stormwater management requirements in Chapter 15.18 SMC. The city must review and approve the submittal to determine that wetland functions will be preserved or enhanced, that stormwater discharges meet the requirements in Chapter 15.18 SMC, that stormwater discharges to the wetland's outer buffer will not negatively affect the hydroperiod of the wetland except as allowed by SMC 15.18.180, and that there will be no adverse impacts to the water quality of the wetland;

4. Public Utilities. Public utilities may be permitted in the wetland and wetland buffer, provided no practical alternative exists and adequate provision is made to protect or enhance the function of the wetland or stream buffer through appropriate mitigation. Unless located within a road right-of-way permitted pursuant to subsection (G~~H~~)(5) of this section, sewer utilities may be constructed only in the outer 25 percent of a prescribed wetland buffer if necessary for gravity flow and if the other requirements of this section are met. All construction must be designed to mitigate or protect against erosion, uncontrolled drainage, restriction of

groundwater movement, slides, pollution, habitat disturbance, loss of flood-carrying and/or storage capacity, and excessive excavation or fill. Upon completion of installation, wetland and stream buffers must be restored to preproject configurations, replanted as required and maintained, as necessary, until newly planted vegetation is established. All utility corridors should be designed to accommodate joint use in order to reduce the number of such corridors;

5. Roads and Rights-of-Way. Roads and other rights-of-way are permitted, provided no practical alternative exists and adequate provision is made to protect or enhance the wetland through appropriate mitigation. Roads shall be designed and maintained to prevent erosion and restriction of the natural movement of groundwater as it affects the critical area. Roads must be located to conform to the topography so that minimum alteration of natural conditions may be required. Where feasible, roads and utilities shall be similarly aligned to minimize the area of disturbance. Roads shall be constructed so as to minimize adverse impacts on the hydroperiod of the wetland, and on the habitat functions of the upland buffer to a degree acceptable to the city. A restoration plan for the area, designed per the standards of a mitigation plan, will be required to be reviewed and approved by the city;

6. Other Uses. Other uses may be permitted by the city only following review and approval of a critical areas report~~study~~ and upon a determination that such use can be developed in a manner which would not degrade the quantitative and qualitative functioning of the wetland or stream;

7. Passive Recreation. Passive recreation may be permitted, provided public access shall ~~only~~ be allowed only on the following conditions~~upon a finding by the director that~~:

a. A finding by the director that ~~S~~such public access will not adversely affect habitat or water quality values of the critical area~~ or its buffer~~;

b. Public access shall be limited to previous trails, boardwalks, viewing areas, covered seating, and displays, and must be located in areas which have the lowest sensitivity to human disturbance or alteration;

c. Public access must be specifically developed for interpretive, educational or research purposes by, or in cooperation with, the city, or as part of the adopted Snoqualmie comprehensive plan or other official plan or development approval adopted by the city;

d. No motorized vehicles shall be allowed within a wetland, stream or their buffers except as required for necessary maintenance or security;

e. Vegetative edges, structural barriers, signs or other measures must be provided wherever necessary to protect wetlands by limiting access to designated public use or interpretive areas;

f. Access areas must incorporate design features and materials which protect water quality and allow adequate surface and groundwater movement;

g. Access areas ~~M~~must be located so as not to disturb nesting, breeding and rearing areas;

h. Trails should be located in the outer 25 percent of the buffers. Trail access within the remainder of the buffer or wetland may be allowed provided no practical alternative exists and adequate provision is made to protect or enhance the wetland through appropriate mitigation; and

i. If trails are allowed to cross wetlands, boardwalks shall be used to minimize the impact.~~;~~

8. Agricultural Activities. Ongoing agricultural activities, including mowing for hay and greenchop in existence prior to 1995, provided such uses do not increase the degree of nonconformity.

H~~I~~. Wetland Buffers. Wetlands shall have the following prescribed buffers, in accordance with the wetland characteristics and ~~the impact of the adjacent land use~~habitat score, per the following table:

Table 19.12.170-1. Wetland Buffers

Wetland Category	Buffer width (in feet) based on habitat score			
	3 – 54	5	6 – 7	8 – 9
Category I: Based on total score	75	105	165	225
Category I: Bogs and wetlands of high conservation value	190	190	190	225
Category I: Forested	75	105	165	225
Category II: Based on total score	75	105	165	225
Category III (all)	60	105	165	225
Category IV (all)	40	40	40	40

IJ. Mitigation Ratios. When alteration of wetland or buffers requires mitigation by compensation, compensation for impacts shall be provided at the following ratios shown in the table below:

Table 19.12.170-2. Mitigation Ratios

Category and Type	Creation or Reestablishment[1]	Rehabilitation Only[1]	Enhancement Only[1]	Mitigation Bank
Category IV All	1.5:1	3:1	6:1	See SMC 19.12.180
Category III All	2:1	4:1	8:1	See SMC 19.12.180
Category II All	3:1	6:1	12:1	See SMC 19.12.180
Category I Forested	6:1	12:1	24:1	See SMC 19.12.180
Category I Bog	Not considered possible[2]	6:1 Rehabilitation of a bog	Case-by-case basis[2]	See SMC 19.12.180
Category I Natural Heritage Site	Not considered possible[2]	6:1 Rehabilitation of a natural heritage site	Case-by-case basis[2]	See SMC 19.12.180
Category I Based on Score for Functions	4:1	8:1	16:1	See SMC 19.12.180
Buffer	Minimum of 1:1[3]	Minimum of 1:1[3]	Minimum of 1:1[3]	See SMC 19.12.180

[1] See the following document for additional guidance: Washington State Department of Ecology, U.S. Army Corps of Engineers Seattle District, and U.S. Environmental Protection Agency Region 10. March 2006April 2021. Wetland Mitigation in Washington State – Part 1: Agency Policies and Guidance (Version 21). Washington State Department of Ecology Publication No. 2106-06-0031a. Olympia, WA, or as amended. .

[2] Class I bogs and natural heritage sites are deemed irreplaceable wetlands, and therefore no amount of compensation would replace these ecosystems. Avoidance is the best option. In the rare case when impacts cannot be avoided, replacement ratios will be determined on a case-by-case basis, and will be significantly higher than for other Class I wetlands.

[3] The city may require a buffer enhancement ratio greater than 1:1 for exceptional second growth forest or mitigation of an already functioning buffer based on the critical area report, buffer modification or consideration of vegetation structure slope and flow paths.

(Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.180 Mitigation banking.

A. The director may approve mitigation banking as a form of compensatory mitigation for wetland and stream impacts when the provisions of this chapter require mitigation and when it is clearly demonstrated that the use of a

mitigation bank will provide equivalent or greater replacement of critical area functions and values when compared to conventional on-site mitigation, provided that all of the following criteria are met:

1. Banks shall only be used when they provide significant ecological benefits including long-term conservation of critical areas, important species, habitats and/or habitat linkages, and when they are consistent with the city's comprehensive plan and create a viable alternative to the piecemeal mitigation for individual project impacts to achieve ecosystem-based conservation goals.

2. The bank shall be established in accordance with the Washington State Mitigation Banking Rule, Chapter 173-700 WAC or as revised, and Chapter 90.84 RCW and the federal mitigation banking guidelines as outlined in the Federal Register Volume 60, No. 228, November 28, 1995. These guidelines establish the procedural and technical criteria that banks must meet to obtain state and federal certification.

3. Preference shall be given to mitigation banks that implement restoration actions that have been identified formally by an adopted shoreline restoration plan, watershed planning document prepared and adopted pursuant to Chapter 90.82 RCW, a salmonid recovery plan or project that has been identified on the salmon recovery board habitat project list or by the Washington Department of Fish and Wildlife as essential for fish and wildlife habitat enhancement.

4. Banks shall only be used if the off-site mitigation has a greater likelihood of providing equal or improved critical areas functions than the altered critical area, and there is a clear potential for success of the proposed mitigation at the identified mitigation site.

B. Mitigation banks shall not be subject to the replacement ratios outlined in the replacement ratio table in Table 19.12.170-2, but shall be determined as part of the mitigation banking agreement and certification process. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.190 Fish and wildlife habitat conservation areas.

A. Designation. All waters of the state, including wetlands, and streams, and their buffers, together with all publicly owned open spaces of greater than 10 acres, not including land use perimeter buffers, are hereby designated as fish and wildlife habitat conservation areas, including Meadowbrook Farm, the Two Sisters Return Open Space, Snoqualmie Point, Three Forks Natural Area, the Snoqualmie River Open Space and the Kimball Creek Open Space. Other areas, such as those of primary association for state and federal listed wildlife species, state sensitive species, and Priority Habitat Species as designated by the Washington Department of Fish and Wildlife, as well as Habitats of Local Importance, shall also be designated as fish and wildlife habitat conservation areas based upon a habitat study conducted pursuant to this section.

B. Alteration. Development proposals in or adjacent to a fish and wildlife habitat conservation area shall not disturb the qualities of the habitat that are essential to maintain feeding, breeding or nesting of a listed species that may utilize the habitats within the fish and wildlife habitat conservation area. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.200 Critical aquifer recharge areas.

A. Designation. Critical aquifer recharge areas are designated as follows:

1. Category I critical aquifer recharge areas include those areas mapped by King County and determined ~~are~~ to be highly susceptible to groundwater contamination and that are located within a sole source aquifer or a wellhead protection area.

2. Category II critical aquifer recharge areas include those areas mapped by King County and ~~determined~~:

a. Determined to h~~H~~ave a medium susceptibility to groundwater contamination and are located in a sole source aquifer or a wellhead protection area; or

b. Are highly susceptible to groundwater contamination and are not located in a sole source aquifer or wellhead protection area.

3. Category III critical aquifer recharge areas include those areas mapped by King County and determined to have low susceptibility to groundwater contamination.

B. Declassification. An applicant may request that the city and King County declassify a specific area included in the map adopted in subsection A of this section. The application must be supported by a critical areas report that includes a hydrogeologic assessment. The application to declassify an area shall be reviewed by the city and a determination made to amend the map as appropriate.

C. Category I Prohibited Uses. The following new uses or activities are not allowed in Category I critical aquifer recharge areas:

1. Transmission pipelines carrying petroleum or petroleum products;

2. Sand and gravel, and hard rock mining on land that is not zoned for mining as of the effective date of the ordinance codified in this chapter;

3. Mining of any type below the upper surface of the saturated groundwater that could be used for potable water supply;

4. Processing, storage, and disposal of radioactive wastes, as defined in Chapter 43.200 RCW;

5. Hydrocarbon extraction;

6. Commercial wood treatment facilities on permeable surfaces;

7. Asphalt and concrete facilities;

8. Animal containment areas;

9. Golf courses;

10. Cemeteries;

11. Wrecking and salvage yards;

12. Landfills for hazardous waste, municipal solid waste, or special waste;

13. On-site septic systems on lots smaller than one acre without a treatment system that results in effluent nitrate-nitrogen concentrations below 10 milligrams per liter;

14. All underground storage tanks, including tanks that are exempt from the requirements of WAC Title 173, with hazardous substances, as defined in Chapter 70.105 RCW, that do not comply with standards of Chapter 173-360 WAC; and

15. Aboveground storage tanks for hazardous substances, as defined in Chapter 70.105 RCW, unless protected with primary and secondary containment areas and a spill protection plan.

D. Category II Prohibited Uses. The following new uses or activities are not allowed in Category II critical aquifer recharge areas:

1. Mining of any type below the upper surface of the saturated groundwater that could be used for potable water supply;

2. Disposal of radioactive wastes, as defined in Chapter 43.200 RCW;

3. Hydrocarbon extraction;

4. Commercial wood treatment facilities located on permeable surfaces;

5. Underground storage tanks with hazardous substances, as defined in Chapter 70.105 RCW, that do not meet the requirements of Chapter 173-360 WAC;

6. Aboveground storage tanks for hazardous substances, as defined in Chapter 70.105 RCW, unless protected with primary and secondary containment areas and a spill protection plan;

7. Wrecking yards;

8. Landfills for hazardous waste, municipal solid waste, or special waste;

9. On-site septic systems on lots smaller than one acre without a treatment system that results in effluent nitrate-nitrogen concentrations below 10 milligrams per liter.

E. Category III Prohibited Uses. The following new uses or activities are not allowed in Category III critical aquifer recharge areas:

1. Disposal of radioactive wastes, as defined in Chapter 43.200 RCW;

2. Hydrocarbon extraction;

3. Commercial wood treatment facilities located on permeable surfaces;

4. Underground storage tanks, including tanks that are exempt from the requirements of WAC Title 173, with hazardous substances, as defined in Chapter 70.105 RCW, that do not comply with standards of Chapter 173-360 WAC;

5. Aboveground storage tanks for hazardous substances, as defined in Chapter 70.105 RCW, unless protected with primary and secondary containment areas and a spill protection plan;

6. Wrecking yards; and

7. Landfills for hazardous waste, municipal solid waste, or special waste.

F. Hydrogeologic Assessment. Land uses and activities shall not measurably degrade the quality of groundwater in a critical aquifer recharge area. Development proposals or alterations involving the following uses of land or activities shall prepare and submit, as part of their critical area ~~study~~ report pursuant to SMC 19.12.060, a hydrogeologic assessment of the proposed site to determine if the development proposal or alteration will cause contaminants to enter a critical aquifer recharge area:

1. Hazardous substance processing or handling;

2. On-site sewage disposal for subdivisions, short plats, and commercial and industrial sites;

3. Land application of sludge on sites with an application rate of more than 20 dry tons of sludge per 10-year period or 4.3 dry tons per acre per year;

4. Landfills;

5. Animal containment areas;

6. Mining operations;

7. Golf courses;

8. Cemeteries;

9. Asphalt and concrete facilities;

10. Wrecking and salvage yards;

11. Any other activity that the director, in his or her discretion, determines has the potential to threaten the quality of groundwater in a critical aquifer recharge area.

G. Containment. Every development proposal involving hazardous substance processing or handling which is located in or adjacent to a critical recharge area shall provide containment devices adequate in size to contain on site any unauthorized release of hazardous substances from any area where these substances are either stored, handled, treated, used, or produced. Containment devices shall prevent such substances from penetrating into the ground. This provision also applies to releases that may mix with storm runoff.

H. Hazardous Substances Management Plan. Every development proposal involving hazardous substance processing or handling which is located in or adjacent to a critical recharge area shall prepare a plan containing procedures to be followed to prevent, control, collect, and dispose of any unauthorized release of a hazardous substance.

I. Storage Tanks.

1. Building and Fire Code Compliance. All storage tanks proposed to be located in a critical aquifer recharge area must comply with local building code requirements and must conform to the requirements for secondary containment as provided in the current edition of the International Fire Code, adopted in Chapter 15.04A SMC or as amended.

2. Underground Tanks. All new underground tanks located in or adjacent to a critical recharge area shall be designed and constructed so as to:

a. Prevent releases due to corrosion or structural failure for the operational life of the tank;

b. Be protected against corrosion, constructed of noncorrosive material, steel-clad with a noncorrosive material, or designed to include a secondary containment system to prevent the release or threatened release of any stored substance; and

c. Use material in the construction or lining of the tank which is compatible with the substance to be stored.

3. Aboveground Tanks. No new above-ground storage tank located in or adjacent to a critical recharge area shall be installed, used or maintained in any manner which may allow the release of a hazardous substance to the ground, groundwaters, or surface water.

J. Agriculture. Agricultural activities in or adjacent to a critical recharge area shall use best management practices to prevent ground quality degradation from livestock waste.

K. Sewage Disposal. All residential, commercial or industrial development proposals located in or adjacent to a critical recharge area and within 150 feet of a public sewer system shall be connected to the sewer system.

L. Golf Courses. Golf course operations proposed in or adjacent to a critical recharge area shall be subject to a golf course maintenance plan using best management practices to protect groundwater quality. The plan shall detail the proposed use of fertilizers, herbicides, pesticides, fungicides, or other maintenance agents, with projected application methods and schedules and measures to prevent pollution of groundwater.

M. Commercial Vehicle Repair and Servicing. Commercial vehicle repair and servicing must be conducted over impermeable pads and within a covered structure capable of withstanding normally expected weather conditions. Chemicals used in the process of vehicle repair and servicing must be stored in a manner that protects them from weather and provides containment should leaks occur. No dry wells shall be allowed in critical aquifer recharge areas on sites used for vehicle repair and servicing. Dry wells existing on the site prior to facility development must be abandoned using techniques approved by the Washington State Department of Ecology prior to commencement of the proposed activity.

N. Other Uses. All other uses shall be conditioned in accordance with the applicable state and federal regulations as necessary to protect critical aquifer recharge areas. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.210 Administration and enforcement.

A. This chapter shall be administered by the director, who shall be responsible for the interpretation and application of the provisions hereof. No department of the city shall issue any permit or approval to which the provisions of this chapter apply without the approval of the director.

B. Application for or acceptance of any permit or approval for any use, activity or development proposal constitutes the consent of the applicant for the director to enter the subject site during regular business hours to inspect any use, activity or development proposal for which a permit or approval has been applied for or granted to ensure compliance with the provisions of this chapter, to verify the accuracy of information provided by the applicant or to verify that work is being performed in accordance with approved plans and permits.

C. Stop Work Orders. In the event the director shall determine that any use, activity or construction on a development proposal is not in compliance with the requirements of this chapter or the conditions of any permit or approval relating to critical areas, the director is authorized to issue a stop work order. The stop work order shall be posted prominently on the site. When a stop work order has been posted, the use, activity or construction on the development proposal shall not continue until the violation has been corrected. It shall be a misdemeanor to continue the use, activity or construction on a development proposal after the posting of a stop work order, and it shall further be a misdemeanor to remove a stop work order prior to correction thereof.

D. Enforcement Penalties. Any unauthorized alteration of a critical area ~~or buffer~~ shall constitute a public nuisance subject to abatement, and any knowing and intentional unauthorized alteration of a critical area ~~or buffer~~ shall constitute a misdemeanor. Each day of violation shall constitute a separate offense. The director or his or her designee shall have a right to enter upon any property at reasonable times and to make such inspection necessary to determine compliance with the provisions of this chapter. If the property is occupied, the director shall make reasonable effort to locate the owner or person in charge to request entry. The director is further authorized to take such actions as may be necessary to enforce the provisions of this chapter.

E. Notice to Restore. In addition to all other remedies, the director shall have the authority to issue a notice to restore any unauthorized alteration of a critical area ~~or buffer~~ within a reasonable time specified in the notice. For purposes of this subsection, what constitutes a reasonable time shall be determined with due consideration of the environmental harm caused by the alteration and the potential environmental harm caused by delay in restoration. The notice shall be given by in-person delivery, or mailing to the person responsible for the alteration, to his agent, or to the record owner of the property, and shall be given by certified mail, return receipt requested, and ordinary mail; provided, the failure of the addressee to accept the certified mailing shall not affect the director's authority hereunder. If the site is not restored within the time specified in the notice, then the director may cause the site to be restored to the extent necessary to prevent further environmental harm, and the person responsible for the alteration shall be responsible for the full cost of such restoration.

F. Permit Revocation. In addition to all other remedies, a permit or approval that is subject to critical areas review may be revoked or suspended upon a finding by the director that the development is proceeding in violation of any of the terms or conditions of the permit or approval relating to the critical areas.

G. Administrative Rules. The director shall have the authority to adopt administrative rules not inconsistent with the provisions of this chapter that are necessary for the implementation of this chapter and to incorporate best management practices in any alterations authorized under this chapter. If any administrative rule prescribed or authorized by this chapter has not been adopted at the time of an application requiring critical areas review, the director shall have the authority to require the use of appropriate guidance documents recommended by the Department of Ecology or standards recommended by the city's qualified critical area~~s~~ consultant. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.220 Severability.

If any provision of this chapter or its application to any person or property is held invalid, the remainder of the chapter or the application of the provision to other persons or property shall not be affected. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.230 Liberal construction.

This chapter shall be liberally construed to give full effect to the objectives and purposes for which it was enacted. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

Chapter 19.12

CRITICAL AREAS

Sections:
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19.12.010 Legislative purpose.

A. The purpose of this chapter is to provide for the designation and protection of critical areas, referred to as critical areas in the Washington Growth Management Act of 1990, Chapter 36.70A RCW, incorporating best available science, giving special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries, as required by the Growth Management Act, to supplement the development requirements contained in the Snoqualmie Municipal Code, to alert tax assessors and appraisers to the presence of environmentally critical areas and the development limitations of such areas and to establish special standards for the use and development of lands based on the existence of natural conditions and features, including erosion, landslide, channel migration zones, seismic hazard areas and steep slope areas, critical recharge areas, fish and wildlife conservation areas, streams, and wetlands.

B. The standards and procedures established in this chapter are intended to protect environmentally critical areas while accommodating the rights of property owners to use their property in a reasonable manner. By regulating development and alterations to critical areas, this chapter seeks to:

1. Protect members of the public, and protect public and private resources and facilities, from injury, loss of life, property damage or financial losses due to erosion, landslide, seismic events, soils subsidence or steep slope regression;

2. Protect unique, fragile and valuable elements of the environment, including critical groundwater recharge areas and wildlife and its habitat;

3. Mitigate unavoidable impacts to environmentally critical areas by regulating alterations in and adjacent to those areas;

4. Reduce cumulative adverse environmental impacts to water availability, water quality, wetlands, streams and other aquatic resources;

5. Ensure minimal adverse impacts to, and no net loss of, ecological functions resulting from uses, activities, and development within the city;

6. Protect hydrologic connections between water bodies, water courses and associated wetlands;

7. Provide city officials with the information and authority to implement the policies of the State Environmental Policy Act, Chapter 43.21C RCW, the Snoqualmie Comprehensive Plan, and the Growth Management Act of 1990. (Ord. 1176 § 2, 2016).

19.12.020 Critical areas definitions.

A. "Accessory structure" means a structure for a use incidental and subordinate to the principal use or structure. An accessory structure does not contain dwelling or employment space, and is located on the same lot as the principal use or structure.

B. "Adjacent" means within 300 feet of a critical area.

C. "Alteration" means any human-induced action which changes the existing condition of a critical area. Alterations include, but are not limited to: grading; filling; dredging; draining; channelizing; cutting, pruning, topping, clearing, relocating or removing vegetation; applying manure, herbicides or pesticides or any hazardous or toxic substance; discharging pollutants except stormwater; grazing domestic animals; paving, construction, or application of gravel; modifying for surface water management purposes; or any other human activity that changes the existing landforms, vegetation, hydrology, wildlife or wildlife habitat of a critical area.

D. "Animal containment area" means a site where 2,000 pounds or more of animals per acre are kept or where animal waste material is deposited in quantities capable of impacting groundwater resources.

E. "Buffer" means the designated area adjacent to a wetland, stream, geologically hazardous area, or channel migration zone. Stream buffers is synonymous with Riparian Management Zones in this chapter. The buffer is intended to protect the resource in the case of wetlands and streams; to protect against injury or damage to persons and property and to protect against landslide, erosion and other undesirable consequences in the case of geologically hazardous areas; and to protect against injury and damage to persons and property in the case of channel migration zones. Buffers are not applicable to critical aquifer recharge areas, fish and wildlife habitat areas (except to the extent that buffers for other critical areas serve as fish and wildlife habitat areas), or frequently flooded areas.

F. "Channel migration zone (CMZ)" means the area along a river within which the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings as delineated on the Snoqualmie River Channel Migration Area Map, contained in Channel Migration in the Three Forks Area of the Snoqualmie River (King County Department of Natural Resources, Surface Water Management Division, Seattle, WA, 1996), which is hereby incorporated herein by this reference.

G. "Critical aquifer recharge area" means the recharge areas of aquifers which serve as a source of drinking water for which there is no feasible alternative source and which, due to prevailing geologic conditions characterized by high infiltration rates, are susceptible to contamination from activities on the surface.

H. "Critical area" includes the following areas and associated buffers: (1) wetlands; (2) streams; (3) channel migration zones; (4) areas with a critical recharging effect on aquifers used for potable water; (5) fish and wildlife habitat conservation areas; (6) frequently flooded areas; and (7) geologically hazardous areas. "Sensitive area" has the same meaning as "critical area" for the purposes of this chapter.

I. "Cutting" means as defined in SMC 15.20.020.

J. "Development proposal" means any activity relating to the use and/or development of land requiring a permit or approval from the city, including but not limited to: commercial or residential building permit, boundary line adjustment, binding site plan, conditional use permit, franchise right-of-way permit, grading and clearing permit,

mixed use approval, planned unit development, conditional use permit, variance, short subdivision, special use permit, subdivision, flood hazard permit, unclassified use permit, utility and other use permit, variance, rezone, or any subsequently required permit or approval not expressly exempted by this chapter.

K. “Director” means the department head of the community development department, or equivalent position.

L. “Drainage facility” means as defined in SMC 15.18.040.

M. “Ecosystem functions” means the products, physical and biological conditions, and environmental qualities of an ecosystem that result from interactions among ecosystem processes and ecosystem structures. Ecosystem functions include, but are not limited to, sequestered carbon, attenuated peak streamflows, aquifer water level, reduced pollutant concentrations in surface and ground waters, cool summer in-stream water temperatures, and fish and wildlife habitats.

N. “Ecosystem values" means the cultural, social, economic, and ecological benefits attributed to ecosystem functions.

O. “Erosion hazard area” means those areas of the city containing soils which, according to the USDA Soil Conservation Service, King County Soils Survey, dated 1973, and any subsequent revisions or additions thereto, and the USDA Soil Conservation Service, Soils Survey for Snoqualmie Pass Area, Parts of King and Pierce Counties, WA, dated December 1992, may experience severe to very severe erosion hazard, and which occur on slopes of 15 percent or greater. This group of soils includes: Alderwood Gravelly Sandy Loam (AgD), Alderwood-Kitsap (AkF), Beausite Gravelly Sandy Loam (BeD and BeF), Kitsap Silt Loam (KpD), Ovall Gravelly Sandy Loam (OvD and OvF), Ragnar Fine Sandy Loam (RaD), Ragnar-Indianola Association (RdE), Riverwash (Rh), or Coastal Beaches (Cb), and any soil type that could be subject to erosion when disturbed.

P. “Fish and wildlife habitat conservation area” means

1. Areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. Locally important habitats and species may also be designated by the City of Snoqualmie.

2. Fish and wildlife habitat conservation areas include areas of primary association for State or Federal listed wildlife species, state sensitive wildlife species, and current Priority Habitats and Species designated by Washington Department of Fish and Wildlife.

3. "Habitats of local importance" designated as fish and wildlife habitat conservation areas include those areas found to be locally important by the City of Snoqualmie.

4. Waters of the State, including streams and wetlands.

5. Riparian Management Zones.

6. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat.

7. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

Q. “Geologically hazardous areas” means areas that, because of their susceptibility to erosion, sliding, earthquake, or other geological events, may pose hazards to the siting of commercial, residential, or industrial development consistent with public health or safety concerns, without appropriate mitigation, and specified at WAC 365-190-120.

R. “Hazard tree” is defined as a threat to life, property, or public safety.

S. “Hazardous substance(s)” means:

1. A hazardous substance as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any substance designated pursuant to Section 311(b)(2)(A) of the Clean Water Act (CWA); any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by act of Congress); any toxic pollutant listed under Section 307(a) of the CWA; or any imminently hazardous chemical substance or mixture with respect to which the United States Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act;

2. Hazardous substances that include any liquid, solid, gas or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090, 173-303-102, or 173-303-103.

T. “Hazardous waste” includes, but is not limited to, explosives, medical wastes, radioactive wastes, pesticides and chemicals which are potentially harmful to the public health or the environment, including anything defined as a hazardous substance.

U. “Invasive species” means a species that is (1) nonnative (or alien) to the Puget Sound or the Central Puget Lowland region, and (2) whose introduction causes or is likely to cause economic or environmental harm, or harm to human health. Invasive species can be plants, animals, and other organisms (e.g., microbes); human actions are the primary means of invasive introductions.

V. “Landslide hazard area” means those areas of the city subject to a risk of landslide, including the following areas:

1. Any area with slopes greater than 15 percent and impermeable soils (typically silt and clay) frequently interbedded with granular soils (predominantly sand and gravel) and springs or groundwater seepage;

2. Any area that includes areas with significant visible evidence of groundwater seepage, and which also includes existing landslide deposits regardless of slope;

3. Any area which has shown movement during the Holocene epoch (from 10,000 years ago to present) or which is underlain by mass wastage debris of that epoch as determined by a geologist;

4. Any area potentially unstable as a result of rapid stream incision or stream bank erosion;

5. Any area located on an alluvial fan, presently or potentially subject to inundation by debris flow or deposition of stream-transported sediments.

W. “Listed species” means those wildlife species that have been listed as endangered, threatened or sensitive by the U.S. Fish and Wildlife Service, NOAA National Marine Fisheries Service, or Washington Department of Wildlife pursuant to RCW 77.12.020 and Chapter 232-12 WAC as may be amended.

X. “Mitigation bank” means a site where wetlands and buffers are restored, created, enhanced, or preserved expressly for the purpose of providing compensatory mitigation in advance of authorized impacts to similar resources.

Y. “Mitigation bank instrument” means the documentation of agency and bank sponsor concurrence on the objectives and administration of the bank. The “bank instrument” describes in detail the physical and legal characteristics of the bank, including the service area, and how the bank will be established and operated.

Z. “Mitigation bank sponsor” means any public or private entity responsible for establishing and, in most circumstances, operating a bank.

AA. “Noxious weeds” means as defined in SMC 15.20.020.

BB. “Ordinary high water mark” means the point on the sides of streams or lakes which is historically or normally at water’s edge, as identified by a visible change in vegetation and/or soil. The ordinary high water mark should be determined using the most current federal and state methodologies.

CC. “Pruning” means as defined in SMC 15.20.020.

DD. “Qualified critical area consultant” means a person whom the city determines has the qualifications specified below to conduct critical areas studies pursuant to this chapter, and to make recommendations for critical areas mitigation. For areas of potential geologic instability, the qualified critical areas consultant shall be a geologist or geotechnical engineer. For wetlands the qualified critical areas consultant shall be a certified professional wetland scientist or a noncertified professional wetland scientist with at least two years of full-time work experience as a wetlands professional, including delineating wetlands using the state or federal manuals, preparing wetland reports, conducting function assessments, and developing and implementing mitigation plans. For streams, the qualified critical areas consultant shall be a specialist in fisheries and hydrology. For fish and wildlife habitat conservation areas, the qualified critical areas consultant shall be a fish or wildlife biologist, zoologist, limnologist or ornithologist. For critical aquifer recharge areas, the qualified critical areas consultant shall be a geologist or civil engineer with a minimum of four years of professional experience in groundwater studies and evaluation.

EE. “Riparian management zone” means an area that has the potential to provide full riparian functions, synonymous with stream buffer. Primary functions of riparian management zones include shading, bank stability, nutrient input, wood recruitment, and pollution control.

FF. “Seismic hazard area” means those areas of the city subject to severe risk of earthquake damage as a result of seismically induced landslides, earth adjustments, settlement or soil liquefaction.

GG. “Sensitive species” means any wildlife species native to the state of Washington that is vulnerable or declining and is likely to become endangered or threatened in a significant portion of its range within the state without cooperative management or removal of threats, as currently listed by the Washington Department of Fish and Wildlife.

HH. “Special waste” means all nonhazardous wastes that have special handling needs or have specific waste properties that require waste clearance by either the solid waste division of the King County department of natural resources and parks or the King County health department, or both. Such wastes are specified in the King County Waste Acceptance Policy (P.U.T. 4-1-4 or future amendments of that rule), and include contaminated soil, asbestos-containing materials, treated biomedical wastes, treatment plant grit and vactor wastes, industrial wastes, tires, and other wastes.

II. “Steep slope hazard area” means those areas of the city where the ground rises at an inclination of 40 percent or more within a vertical elevation change of at least 10 feet (a vertical rise of 10 feet or more for every 25 feet of horizontal distance). A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least 10 feet of vertical distance.

JJ. “Stream” means any area of the city where surface waters produce a defined channel or bed which demonstrates clear evidence of the passage of water. The channel or bed need not contain water year-round. The term does not include irrigation ditches, canals, engineered storm or surface water runoff devices or other entirely artificial watercourses unless they are used by salmonids, or unless the created conveyances contain the waters from a stream which was naturally occurring prior to construction/alteration of the conveyance system.

KK. “Topping” means as defined in SMC 15.20.020.

LL. “Waters of the state” means lakes, rivers, ponds, streams, inland waters, underground waters, salt waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington.

MM. “Wetland” or “wetlands” means areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of

vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, landscape amenities, and wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands include those artificial wetlands intentionally created from nonwetland areas to mitigate conversion of wetlands.

NN. "Wildland" means an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar transportation facilities. Structures, if any, are widely scattered.

OO. "Wildland/urban interface" means any area where wildland fuels threaten to ignite combustible homes and structures. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.030 Applicability.

A. The city of Snoqualmie (city) shall regulate critical areas consistent with the provisions of this chapter. Frequently flooded areas are deemed critical areas, and are also subject to regulation pursuant to Chapter 15.12 SMC.

B. Critical areas regulated by this chapter include:

1. Geologically hazardous areas including:

    a. Erosion hazard areas;

    b. Landslide hazard areas;

    c. Steep slope hazard areas; and

    d. Seismic hazard areas;

2. Channel migration and erosion hazard zones;

3. Frequently flooded areas;

4. Streams;

5. Wetlands;

6. Fish and wildlife habitat conservation areas; and

7. Critical aquifer recharge areas.

C. When the provisions of this section or any other provisions of the city's municipal code are in direct conflict with each other, or with other federal or state regulations, the most restrictive provision shall apply. (Ord. 1176 § 2, 2016).

19.12.040 Allowed activities.

A. The following development, modifications, activities, and associated uses are allowed as provided below, provided they are consistent with the provisions of other local, state, and federal laws and requirements and ensure minimal impacts to and no net loss of ecological functions:

1. Emergencies that threaten the public health, safety and welfare. Altered critical areas or buffers may be required to be restored and/or impacts resulting from emergency actions mitigated, based on review by the city, after the emergency situation is stabilized.

2. Removal of such potential fuels within portions of a critical areas buffer in the urban-wildland interface as determined necessary by the fire chief on a site-specific assessment to create a defensible space within 30 feet of a residence in areas declared by the fire chief to be a wildfire threat zone, pursuant to a plan approved by the fire chief. Such plan shall not authorize any more clearing of a critical area buffer than is necessary to eliminate fuels likely to cause the spread of a wildfire.

3. Structures, improvements and uses in existence that do not meet the requirements of this chapter. Such existing structures and improvements may be remodeled, reconstructed or replaced, provided:

a. Such actions or improvements are designed to only expand on the side of the existing structure, away from the critical area, and do not make the structure(s) intrude further into the critical area or its buffer; and

b. Do not increase the amount of impervious area within the critical area or buffer; and

c. Do not increase the potential impact to a critical area or, in the case of an existing structure or improvement in areas of potential geologic instability, do not increase the potential of soil movement or risk of harm or damage to existing uses or development, or to the public safety.

4. Existing uses may be maintained but shall not be expanded further into a critical area or its buffer. If an existing use that does not meet the requirements of this chapter is abandoned for a period of one year or more, such use shall not be reestablished.

5. Normal and routine maintenance or repair of existing utility or street rights-of-way or utility structures including drainage facilities. Utility or street rights-of-way shall be maintained in a manner that meets the objectives of safe and efficient use of the right-of-way, while eliminating the use of chemical herbicides within the corridors. Normal and routine maintenance includes vegetation management performed in accordance with best management practices that is part of ongoing maintenance of structures, infrastructure, or utilities; provided, that such management actions are part of regular and ongoing maintenance, do not expand further into the critical area, are not the result of an expansion of the structure or utility, and do not directly impact an endangered or threatened species.

6. Removal of invasive plants and noxious weeds, and additional aggressive non-native species, including Japanese knotweed, Scot’s broom, English ivy, Himalayan and evergreen blackberry; provided, only hand labor and light equipment that minimizes disturbance to the critical area or buffer are used, and any chemical applications are approved by the Department of Ecology for use adjacent to streams and wetlands, and further provided best management practices are used and soil compaction is avoided.

7. Removal of hazard trees, with the director’s approval. A certified arborist’s evaluation may be required in the discretion of the director if the hazard is not clearly evident. Creation of snags are encouraged rather than complete tree removal. Hazard trees removed from critical areas must be replaced at a minimum 3:1 ratio and maintained for at least three years.

8. Enhancement and restoration plantings for the purpose of restoring functions and values of critical areas or buffers that do not require construction permits; provided, only hand labor and light equipment that minimizes disturbance to the critical area or buffer are used. Removal or trimming of trees within critical areas or their buffers, and replacing them with lower growing shrubs, for the purpose of creating or expanding a view corridor shall not be deemed an enhancement or restoration action and is not an exempted activity.

9. The following agricultural activities in existence as of the effective date of Ordinance No. 691:

a. Grazing of livestock, provided best management practices are implemented to protect the water quality;

b. Mowing of hay, grass or grain crops;

c. Tilling, discing, planting, seeding, harvesting and related activities for pasture, food crops, grass seed or sod; provided, that such activities do not involve any expansion into the critical areas or buffer of the area involved from that existing on the date this chapter becomes effective;

d. Normal and routine maintenance of drainage and irrigation ditches, provided they are not used by salmonids; farm ponds, stocked fish ponds, manure lagoons, and created livestock watering ponds; provided, that such activities shall not involve conversion of or expansion into any wetland or buffer not currently being used for such activity and best management practices are used. Maintenance actions within drainage ditches that drain directly to salmonid-bearing waters may require permits from state or federal regulatory agencies.

B. Public Agency or Utility Exception. If the application of this chapter would prohibit a development proposal by a public agency or public utility, the agency or utility may apply for an exception pursuant to this section. After holding a public hearing, the hearing examiner may approve the exception if he/she finds that there is no other practical alternative to the proposed development with less impact on critical areas or their buffers, and the proposal minimizes the impact on critical areas or their buffers. Any decision of the hearing examiner is final unless appealed.

C. Reasonable Use Exception. If the application of this chapter would deny all reasonable use of the property, development may be allowed which is consistent with the general intent of this chapter and the public interest; provided, that the hearing examiner, after a public hearing and consultation with the city attorney, finds that:

1. This chapter would otherwise deny all reasonable use of the property;

2. There is no other reasonable use with less impact on the critical area or its buffer;

3. The proposed development does not pose an unreasonable threat to the public health, safety or welfare on or off the property; and

4. Any proposed alteration of the critical area or its buffer is the minimum necessary to allow for reasonable use of the property, and will not result in a net loss of critical area functions and values. Any decision of the hearing examiner regarding this reasonable use exception shall be final unless appealed.

5. The inability to derive reasonable economic use is not the result of the applicant’s actions or that of a previous property owner, such as by segregating or dividing the property and creating an undevelopable condition.

D. Farm Plans. Agricultural activities may be conducted consistent with a farm plan approved by the King Conservation District and the city. A qualified consultant shall evaluate agricultural activities, including vegetation management, outlined in a farm plan with the standards established in these chapters.

E. Mitigation Required. Any authorized alteration of a critical area or its buffer under subsections C and D of this section shall be subject to conditions established by the city and shall require mitigation described in an approved mitigation plan that meets the mitigation requirements of this chapter. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.050 Designation and protection of critical areas and buffers.

A. Designation. Critical areas are designated in this chapter by defining their characteristics, by defining their locations by adoption of a map, or both. In the case of frequently flooded areas, critical areas are designated in Chapter 15.12 SMC.

B. Protection. Critical areas shall be protected as follows:

1. The city shall not permit or approve any use, activity or development proposal, or authorization to alter the condition of any land, water or vegetation, or to construct or alter any structure or improvement, in, over or on a critical area or its buffer, except in compliance with the requirements of this chapter.

2. No person shall alter, nor direct or permit the alteration of, any critical area or buffer except as allowed in compliance with the requirements of this chapter.

3. The provisions of this chapter apply to all critical areas and buffers as designated or defined by this chapter, whether or not the critical area or buffer has been delineated or mapped. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.060 Critical areas report.

A. When Required. Except as provided in subsection B of this section, for any use, activity or development proposal on site that includes, is adjacent to, or could significantly impact a critical area, other than a critical aquifer recharge area, the applicant or developer, at its own expense, shall initiate a critical areas report prepared by a qualified critical area consultant to adequately evaluate the potential impacts to such areas from such use, activity or development proposal. The critical areas report shall be conducted by a qualified critical areas consultant, subject to the additional provisions of subsection D of this section. No critical areas report shall be required if a report previously has been prepared pursuant to this section; provided, that the previous report contemplated and evaluated the type of use, activity or development to occur on the site; and further provided, any wetland delineation studies provided with the report shall be valid for a maximum period of five years after initial completion.

B. Waivers. The director may waive the requirement for a critical areas report upon finding that:

1. There will be no alteration of the critical area or areas and associated buffers, or that the use, activity or development proposal is located in a portion of a wetland or stream buffer adjacent to and upland of an existing road and/or other existing development, such that the development site does not provide buffer functions;

2. The development proposal will not impact the critical areas or buffers in a manner contrary to the goals, intent, and requirements of this chapter; and

3. The development proposal meets the minimum standards of this chapter.

C. Contents of report. The critical areas report shall meet the minimum requirements as the director may establish by administrative rule. The city director may, in his or her discretion, require such supplements or amendments to the report as he or she may deem necessary to develop a reasonably comprehensive understanding of the site conditions and potential impacts. Critical areas reports relating to wetlands shall be in accordance with the additional criteria found in SMC 19.12.170(B).

D. Additional Review. In situations where the applicant has provided its own critical areas report, the city may require review of the submitted report by staff with the necessary critical areas qualifications or retain another qualified critical areas consultant as adjunct staff to review the adequacy of the critical areas report. The costs for such critical areas consultant review shall be borne by the applicant and shall be for services necessary to review the applicant's critical areas report, meet with the applicant and/or other relevant city staff, and to conduct any necessary field work to evaluate the applicant's critical areas report. The city critical areas consultant ordinarily should not conduct a full independent or duplicative critical areas report. In situations where the city has provided the critical areas report (at the applicant's expense), the applicant shall have the right, but not the obligation, to submit a second opinion to the city for consideration. The determination of the city as to the adequacy of a critical areas report shall be final unless the issue is raised on appeal of the development proposal approval or permit. No interlocutory appeal of the report results is authorized by this section. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.070 Critical area review process.

A. Preapplication Meeting. When a use, activity or development proposal includes or is adjacent to one or more critical areas, the applicant shall meet with the director prior to the submission of any application or development proposal to discuss the goals, purposes, objectives and requirements of this chapter, the scope of any critical areas report or reports, the qualifications of the applicant's technical consultants, and the nature of the use, activity or development proposal.

B. Incorporation of Critical Areas Conditions in Permits and Approvals. Review of critical areas reports and suggested conditions and mitigation shall be reviewed during and incorporated into the underlying permit or approval of the use, activity or development approval by whatever person or body has the authority for the underlying permit or approval. The director shall include in every report, recommendation or administrative decision on a use, activity or development proposal such findings as may be necessary to address the provisions of this chapter.

C. Authority to Condition or Deny Proposals. The city may approve, approve with conditions, or deny any development proposal in order to comply with the requirements and carry out the goals, purposes, and objectives of this chapter. In addition to its general authority under this chapter and any other applicable law or chapter, the city shall condition or deny a permit or approval for a use, activity or development proposal if it is determined that it will increase the potential of soil movement or otherwise result in a significant risk of injury to persons or damage to the structure, site or adjacent properties in the case of areas of potential geologic instability, or will result in a risk of significant harm to a wetland or stream or its functional values, or will disturb the qualities that are essential to maintain the habitat in designated fish and wildlife habitat conservation areas, or poses a significant risk of degrading the quality of groundwater in a critical recharge area. The city shall impose mitigation consistent with the requirements of this chapter and as contained in an approved mitigation report.

D. Monitoring.

1. Whenever mitigation is required, the city will require monitoring to ensure the mitigation meets the design performance standards established in the approved mitigation plan. The city may require that a qualified critical area consultant, at the direction of the city and at the applicant's expense, monitor the development proposal site during construction and for a sufficient period of time after construction to ensure satisfactory mitigation of impacts on the critical area. The qualified critical area consultant shall monitor per the provisions outlined in the approved mitigation plan based on the conditions or restrictions imposed by the city and such administrative rules as the director shall prescribe.

2. When monitoring is required, the city shall require the qualified critical area consultant to make written, dated monitoring reports at intervals as may be specified in the approved monitoring plan. The city will review and comment on each monitoring report, and may require any remedial actions as determined necessary to assure success of the mitigation plan. The city will require a final statement from the qualified critical area consultant that, based upon technical data, the mitigation area complies with the performance standards in the approved mitigation plan. Where monitoring reveals a significant deviation from designed performance standards or a failure of mitigation measures, the city may require the applicant to take appropriate corrective action, and the project shall be subject to further monitoring for a time frame to be determined by the city.

E. Assurance Devices. Prior to issuance of any permit or approval which authorizes site disturbance under the provisions of this chapter, the city shall require a bond or other security to assure that all work required by this chapter or any permit condition relating to critical areas is satisfactorily completed in accordance with the approved plans, specifications, permit or approval conditions, and applicable regulations and to assure that all work or actions not satisfactorily completed will be corrected to comply with approved plans, specifications, requirements, and regulations to eliminate hazardous conditions, to restore environmental damage or degradation, and to protect the health, safety and general welfare of the public. If the development proposal is subject to mitigation, the applicant shall post a performance and maintenance bond or other security in a form and amount deemed acceptable by the city to cover long-term monitoring, maintenance, and performance for mitigation projects to ensure mitigation is fully functional for the duration of the monitoring period.

1. Performance Bonds. Mitigation required pursuant to a development proposal must be completed prior to the city's granting of final approval of the development proposal. If the applicant demonstrates that seasonal requirements or other circumstances beyond its control prevent completion of the mitigation prior to final approval, the applicant may post a performance bond, assignment of savings, or other security instrument approved by the city attorney equal to 150 percent of the total cost of the remaining mitigation and guarantees that all required mitigation measures will be completed no later than the time established by the city in accordance with this chapter. The performance bond shall be released following inspection and approval of the bonded improvements.

2. Maintenance/Monitoring Bonds. The city shall require the applicant whose development proposal is subject to a mitigation plan to post a maintenance/monitoring bond, assignment of savings, or other security instrument approved by the city attorney equal to 50 percent of the total estimated maintenance and monitoring cost to guarantee satisfactory workmanship, materials, and performance of structures and improvements. The maintenance bond will be released after meeting the maintenance and mitigation requirements of this chapter and any applicable conditions of approval.

3. All bonds shall be submitted with the appropriate bond quantity worksheet identified by the city. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.080 Critical area tracts and notice on title.

A. Critical Area Tracts. Any critical area where development or alteration is prohibited or limited pursuant to this chapter shall be placed in a separate critical area tract if determined by the city to be necessary to protect the critical area. Critical area tracts may be required to be conveyed to the city, if deemed necessary to protect the critical area. Alternatively, the city may require the critical area be placed in a Native Growth Protection Easement (NGPE) or similar easement.

B. Notice on Title. The owner of any property that is subject to the provisions of this chapter shall, as a condition of approval pursuant to the provisions of this chapter, record with the records and elections division of King County a notice in a form approved by the city providing notice of the presence of a critical area on the property, the application of this chapter to the property, and that limitations on actions in or affecting such areas may exist. The provisions of this section shall not apply where such notice has already been recorded pursuant to a previous approval, such as a final plat. The form of such notice may be adopted by administrative rule.

1. The notice shall state:

a. The presence of the critical area or mitigation area on the property;

b. The allowable use of this property; and

c. The limitations that may exist on action in, or affecting, the critical area and/or mitigation area.

2. The notice on the title shall run with the property.

3. The notice on title will not be required if the work on existing structures or uses is valued at less than 50 percent of the assessed value of the existing structure or use, and if it does not increase the area of impact to the critical area.

4. This notice on title shall not be required for a development proposal by a public agency or public or private utility:

a. Within a recorded easement or right-of-way; or

b. Where the agency or utility has been adjudicated the right to an easement or right-of-way.

5. The applicant shall submit proof that the notice has been filed for public record for all affected property prior to building permit approval or prior to recording of the final plat in case of subdivisions. (Ord. 1234 § 8, 2020; Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.090 General provisions.

The city will apply the following general methods and mechanisms to accomplish the purposes of this chapter. This section shall be applied to all approved development applications and alterations where critical areas may be affected. Remediation and compensation, for wetlands and streams, may be accomplished using mitigation banking described in this section.

A. Mitigation Sequencing. Conditions to protect critical areas shall be sequenced as follows:

1. Avoid the impact by refraining from certain actions or parts of an action to the extent feasible;

2. Minimize the impacts by limiting the degree or magnitude of the action, by redesigning the proposed project to minimize impacts and/or avoid or reduce impacts by using appropriate technology, best management practices and design strategies;

3. Remediate the impact by repairing, rehabilitating, or restoring the affected environment;

4. Reduce or eliminate the impact over time by preservation and maintenance operations;

5. Compensate for the impacts by creating, replacing, enhancing, or providing substitute resources or environments;

6. Monitor the mitigation provided for the impact and take appropriate corrective measures when necessary.

B. Buffers.

1. Measurement of Buffers. All buffers shall be measured perpendicular from the critical area boundary as surveyed in the field. For buffer width determination and measurement purposes, the “critical area” excludes the buffer area. The width of the buffer shall be determined according to the category of the critical area and the proposed land use, as described in this chapter.

2. Standard Buffers. The standard buffer widths presume the existence of a native forest vegetation community in the buffer zone adequate to protect the critical area functions and values at the time of the proposed activity. If existing buffer is sparsely vegetated or vegetated with invasive species, the city may require an increase in the buffer width or additional native plantings within the standard buffer width. Provisions to reduce or to average buffer widths to obtain optimal habitat value are provided under the performance standards for each critical area.

3. Buffer Averaging. The director may allow wetland or stream buffer averaging only when the buffer area width after averaging will not adversely impact the critical area and/or buffer functions and values, including wetland hydrology that causes short- or long-term changes in native vegetation composition, soil characteristics, nutrient cycling or water chemistry. At a minimum, any proposed buffer averaging shall meet the following criteria:

a. The resulting buffer area is no less than that which would be provided by the standard buffer;

b. The buffer width shall not be reduced by more than 25 percent at any one point as a result of the buffer averaging, and provided, buffer averaging shall not result in a wetland buffer being reduced to less than 25 feet at any one point in any case;

c. The buffer area is reduced by averaging only in those locations where the least significant upland habitat is present within the standard buffer zone, and the areas for increased buffer incorporate the highest functioning upland habitats, where feasible;

d. The buffer area may be required to be enhanced where the buffer is allowed to be reduced, if the buffer is in a degraded condition;

e. The areas of expanded buffer width are contiguous with the standard buffer;

f. Encroachment into the buffer does not occur waterward of the top of an associated steep slope or into a channel migration zone;

g. Encroachment does not occur into the buffer of an associated wetland except as otherwise allowed; and

h. Buffer averaging shall not result in the relocation of any portion of a buffer onto an adjacent property not in common ownership.

4. Increased Buffer Widths. Buffers of prescribed widths are established in this chapter for various categories of wetlands, streams, geologically hazardous areas and channel migration zones. The director may require

increased buffer widths as necessary to protect critical areas when either the critical area is particularly sensitive to disturbance or the development poses unusual impacts. Examples of circumstances that may require buffers beyond minimum requirements include, but are not limited to:

a. Unclassified uses;

b. The critical area is in a sensitive drainage basin or documented salmonid spawning or rearing habitat;

c. The critical area is fish habitat for spawning or rearing as determined by the Washington Department of Fish and Wildlife;

d. The land adjacent to the critical area and its associated buffer, and located within the development proposal, is classified as an erosion hazard area; or

e. A trail or utility corridor in excess of 10 percent of the buffer width is proposed for inclusion in the buffer.

5. Functionally isolated wetland buffers and riparian management zones. Areas that provide no ecological functions or values which are functionally separated from a wetland or stream by legally established roads, impervious surfaces, or structures, shall be excluded.

6. Single family residences part of a previously approved development are allowed improvements with a maximum footprint of 250 square feet, such as decks, patios, and appurtenances.

C. Building Setback Line. A building setback line of 15 feet shall be required from the edge of a buffer for any building or structure to ensure that the exteriors of the building or structure can be improved, maintained or repaired without encroaching into the buffer. Trails, sidewalks, parking lots, or stormwater facilities may be located within the building setback line as long as access for maintenance will not result in adverse impacts to the actual buffer.

D. Land Segregation. Subdivisions, short subdivisions, binding site improvement plans, boundary line adjustments and any other division of land in critical areas and buffers shall be subject to the following provisions:

1. Land that is wholly within a wetland or stream or buffer may not be subdivided or the boundary line adjusted except as approved under a reasonable use permit. In the case of land where one parcel is entirely within a wetland or stream buffer and an adjacent parcel is located partially or entirely out of a wetland or stream buffer, the provisions of subsection B of this section shall apply to boundary line adjustments between the two parcels.

2. Land that is partially within a wetland or stream or buffer may be divided or the boundary line adjusted to create buildable lots; provided, that an accessible and contiguous portion of each new or adjusted buildable lot is:

a. Located outside the wetland or stream and any associated buffer; and

b. Complies with the minimum lot size for the zoning district in which it is located, if applicable.

3. Accessory roads and utilities serving the proposed division of land may be permitted within the wetland or stream and associated buffer only if the city determines that no other feasible alternative exists.

E. Marking or Fencing.

1. Temporary Markers. The outer perimeter of wetland, stream, fish and wildlife habitat conservation areas, steep slopes and their associated buffer and the limits of these areas to be disturbed pursuant to an approved permit or authorization shall be marked in the field prior to site clearing in a manner approved by the city so no unauthorized intrusion will occur. Markers or fencing are subject to inspection by the director or his/her designee prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction and shall not be removed until directed by the director, or until permanent signs and/or fencing, if required, are in place.

2. Permanent Markers. Following the implementation of an approved development plan or alteration, the outer perimeter of the critical area or buffer that is not disturbed shall be permanently identified. The director shall approve sign locations during review of the development proposal. Along residential boundaries, the signs shall be at least four inches by six inches in size and spaced one per centerline of lot or every 75 feet for lots whose boundaries exceed 150 feet. At road endings, crossings, and other areas where public access to the critical area is allowed, the sign shall be a minimum of 18 inches by 24 inches in size and spaced one every 75 feet. This identification shall include permanent wood or metal signs on treated wood or metal posts. Signs shall be worded as follows:

CRITICAL AREA BOUNDARY

Protection of this natural area is in your care. Alteration or disturbance is prohibited. Please call the City of Snoqualmie at (425) 888-5337 for more information. Removal of this sign is prohibited.

3. Permanent Fencing. The director shall require permanent fencing where there is a likelihood of the intrusion into the critical area based on the development proposal. The director shall also require such fencing when, subsequent to approval of the development proposal, intrusions threaten conservation of critical areas. The director may use any appropriate enforcement actions including, but not limited to, fines, abatement, or permit denial to ensure compliance.

F. Mitigation Plans.

1. Whenever mitigation is required, the applicant shall prepare and submit a mitigation plan using a watershed approach for city review and approval.

2. General Mitigation Requirements. Mitigation for alterations to critical areas shall achieve equivalent or greater biological functions and may include, in the case of streams and wetlands, mitigation for adverse impacts upstream and downstream of the development proposal site. Mitigation sites for wetlands, streams, and fish and wildlife habitat conservation areas shall be located to achieve contiguous habitat to minimize the isolating effects of development on habitat areas. Mitigation of aquatic habitat should be located within the same aquatic system as the area disturbed, unless the applicant provides a sound ecological basis for providing it in as close proximity to the project site as feasible and as approved by the administrator. Mitigation shall address each function affected by the alteration to achieve functional equivalency or improvement on a per function basis. Increased ratios of mitigation area may be required for wetlands, and the buffers of streams or wetlands, as provided in this chapter.

3. Mitigation Plan Submittal Requirements. The required scope and content of a mitigation plan shall be established by administrative rule promulgated by the director. Mitigation plans for wetlands and streams shall be based upon the Wetland Mitigation in Washington State, Part 1: Agency Policies and Guidance – Version 2 (Ecology Publication 21-06-003, Olympia, WA, April 2021, or as revised) and Part 2: Developing Mitigation Plans – Version 1 (Ecology Publication Number 06-06-011b, Olympia, WA, March 2006, or as revised), and Selecting Wetland Mitigation Sites Using a Watershed Approach (Western Washington) (Publication No. 09-06-32, Olympia, WA, December 2009, or as revised) as it now exists or may hereafter be modified.

4. Mitigation Monitoring. The time period for mitigation monitoring shall be established per the administrative rule established per subsection (F)(3) of this section, and shall be subject to the following minimum standards. Monitoring for compensatory mitigation for alteration of a wetland or stream shall occur for a minimum of five years. In the case of forested and scrub-shrub wetlands, monitoring shall occur for a minimum of 10 years, with reports submitted in years 1, 2, 3, 5, 7, and 10 and shall be secured with a bond or assignment for security.

G. Habitat Study. A habitat study shall be required for all development proposals that the director determines may affect the habitat of a listed species. If one or more listed species is using the subject property, the following additional requirements shall apply:

1. The applicant using a qualified professional consultant shall submit a habitat management plan, which at a minimum shall identify the qualities that are essential to maintain viable habitat for listed species using the fish and wildlife habitat conservation area and identify measures to minimize the impact from proposed activities on the habitat. The applicant shall be guided by WDFW's Priority Habitats and Species Management reccomendations pursuant to WAC 232-12-297.

2. Conditions shall be imposed, as necessary, based on the measures identified in the habitat management plan.

3. To retain adequate natural habitat for listed species, buffers may be established on a case-by-case basis as described in the habitat management plan.

H. Minimal Impacts and No Net Loss. All the regulations of this chapter shall be applied to uses, activities, modifications and development to ensure minimal impacts to and no net loss of ecological function.

I. Where impact to critical areas or their buffers cannot be avoided, the applicant shall demonstrate that the impact is authorized by the provisions of this chapter or a reasonable use exception. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.100 Erosion hazard areas.

Alteration of erosion hazard areas may be permitted subject to the following requirements:

A. Clearing and Grading within Erosion Hazard Areas. Clearing and grading within erosion hazard areas shall conform to the following standards:

1. Clearing of up to 15,000 square feet on any one lot and timber harvest pursuant to a DNR-approved forest practice permit or a city-approved clearing or grading permit may be cleared at any time. All other clearing on erosion hazard areas shall be allowed only from April 1st to November 1st unless otherwise approved by the city.

2. Clearing and grading in erosion hazard areas shall be sequenced as follows:

a. No clearing or grading shall occur in an erosion hazard area until after the area to be cleared and/or graded has been marked in the field and the markings have been approved by the city.

b. Clearing and grading for and installation of temporary erosion and sedimentation control measures in erosion hazard areas shall occur prior to clearing and grading for roads and utilities.

c. Clearing and grading for roads and utilities in erosion hazard areas shall be completed prior to any clearing or grading of lots or building pads and shall be the minimum necessary to accomplish the project engineering designs.

d. Clearing and grading of lots, building pads or other retained vegetation shall subsequently be removed only if it is a specific element of an approved structure and subject to specific development approval from the city.

3. Approved clearing and grading pursuant to this section shall use directional felling, approved skidding plans and other techniques to minimize damage to soils and understory vegetation.

B. Erosion Control Plan. All development must submit an erosion control plan consistent with the requirements of this section and other relevant portions of the Snoqualmie Municipal Code. Approval of such plans shall include mitigation, monitoring and bonds as necessary to ensure satisfactory performance of the conditions of approval.

C. Buffers. There are no buffers for erosion hazard areas. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.110 Landslide hazard areas.

A. Alteration of a landslide hazard area on slopes 40 percent or steeper is prohibited except as provided for under the development standards for steep slopes.

B. Alteration of a landslide hazard area on slopes less than 40 percent is prohibited unless the city concludes from the critical area report that the development proposal will not decrease slope stability on adjacent properties and the development proposal can be designed so that the landslide hazard to the project and adjacent property is eliminated or mitigated to meet city-defined factors of safety, per administrative rule.

C. Buffers in Landslide Hazard Areas.

1. The buffer from the top of a slope shall be designed to protect persons and property from damage due to catastrophic slope failure and slope retreat over the lifetime of the use and provide an area of vegetation to promote shallow stability, control erosion and promote multiple benefits to wildlife and other resources. The buffer distance from the top of slope shall be equal to the greater of:

a. The distance from the toe of slope upslope at a slope of 2:1 (horizontal to vertical) to a point that intersects with the site's ground elevation; or

b. A horizontal distance from the top of the slope equal to the vertical height of the slope; or

c. Fifty feet from the top of the slope.

2. The buffer from the toe of a slope shall provide for the safety of persons and property from the run-out resulting from slope failure and shall be the greater of:

a. A horizontal distance equal to the vertical height of the slope; or

b. Fifty feet from the toe of the slope.

D. Buffer Reduction. The buffer may be reduced to a minimum of 15 feet based on analysis of specific development plans provided by a qualified professional that demonstrates to the public works director's satisfaction that the reduction will adequately protect the proposed development, adjacent developments, uses and other nearby critical areas, and will not result in reduced slope stability.

E. Increased Buffer. The buffer may be increased where the community development director determines a larger buffer is necessary to prevent risk of damage to proposed and existing development.

F. Clearing and Grading in Landslide Hazard Areas. When associated with an allowed alteration within a landslide hazard area, clearing and grading activities shall conform to the following standards:

1. Clearing and grading in landslide hazard areas shall be allowed only from April 1st to November 1st.

2. Clearing and grading shall be sequenced as follows:

a. No clearing or grading shall occur in a landslide hazard area until after the area to be cleared and/or graded has been marked in the field and the markings have been approved by the city.

b. Clearing and grading for and installation of temporary erosion and sedimentation control measures in landslide hazard areas shall occur prior to clearing and grading for roads and utilities.

c. Clearing and grading for roads and utilities in landslide hazard areas shall be completed prior to any clearing or grading of lots or building pads and shall be the minimum necessary to accomplish the project engineering designs.

d. Clearing and grading of lots, building pads or other retained vegetation shall subsequently be removed only if it is a specific element of an approved structure and subject to specific development approval from the city.

3. Approved clearing and grading pursuant to this section shall use directional felling, approved skidding plans and other techniques to minimize damage to soils and understory vegetation.

G. Roads and Utilities. Roads and utilities may be permitted within landslide hazard areas and associated buffers if the city determines that no other practical alternative exists.

H. Utility Lines and Pipes. Utility lines and pipes shall be permitted in the landslide hazard area only when the applicant demonstrates that no other practical alternative is available. The line or pipe shall be located above ground and be properly anchored and/or designed so that it will continue to function in the event of erosion. Stormwater conveyance shall be allowed only through a high-density polyethylene pipe with fuse-welded joints, or similar product that is technically equal or superior. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.120 Steep slope hazard areas.

A. Alterations. No development or alteration shall be allowed in steep slope hazard areas unless the development or alteration is one of the following:

1. Any alteration on slopes 40 percent or steeper with a vertical elevation change of less than or equal to 20 feet, provided the critical areas report demonstrated that no adverse impact will result;

2. Any alteration of a slope, which has been created through previous legal grading activities, may be regraded as part of an approved development proposal. Any remaining slopes in excess of 40 percent shall be subject to the steep slope protections of this chapter;

3. Surface water or stormwater conveyance approved by the city in conformance with the stormwater management requirements in Chapter 15.18 SMC;

4. Trails construction approved by the city;

5. Utility construction approved by the city, if the city determines that no other feasible alternative exists. Utility lines or pipes shall be located above ground and properly anchored and/or designed so that they will continue to function in the event of an underlying slide. Stormwater conveyance shall be allowed only through a high-density polyethylene pipe with fuse-welded joints, or similar product that is technically equivalent or superior;

6. Trimming and cutting of vegetation on steep slopes approved by the city; provided that the soils are not disturbed.

B. Buffers in Steep Slope Hazard Areas.

1. The buffer from the top of a slope shall be designed to protect persons and property from damage due to catastrophic slope failure and slope retreat over the lifetime of the use and provide an area of vegetation to promote shallow stability, control erosion and promote multiple benefits to wildlife and other resources. The buffer distance from the top of slope shall be equal to the greater of:

a. The distance from the toe of slope upslope at a slope of 2:1 (horizontal to vertical) to a point that intersects with the site’s ground elevation; or

b. A horizontal distance from the top of the slope equal to the vertical height of the slope; or

c. Fifty feet from the top of the slope.

2. The buffer from the toe of a slope shall provide for the safety of persons and property from the run-out resulting from slope failure and shall be the greater of:

a. A horizontal distance equal to the vertical height of the slope; or

b. Fifty feet from the toe of the slope.

C. Buffer Reduction. The buffer may be reduced to a minimum of 15 feet based on analysis of specific development plans provided by a qualified professional that demonstrates to the public works director's satisfaction that the reduction will adequately protect the proposed development, adjacent developments, uses and other nearby critical areas, and will not result in reduced slope stability.

D. Increased Buffer. The buffer may be increased where the community development director determines a larger buffer is necessary to prevent risk of damage to proposed and existing development. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.130 Seismic hazard areas.

A. Alteration of a seismic hazard area shall only be allowed if mitigation is implemented that provides for adequate factors of safety against liquefaction, surface rupture, lateral spreading, seismically induced landsliding, and settlement.

B. Structures in seismic hazard areas shall conform to applicable analysis and design criteria of the International Building Code. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.140 Channel migration and associated erosion hazard zones.

A. The administrator shall assemble all available channel migration and erosion hazard maps and studies from King County and other sources in order to determine the location and severity of known channel migration and erosion hazard zones, and shall maintain maps showing the boundaries of all known channel migration and erosion hazard zones. The administrator is hereby authorized to adopt administrative rules to establish the process and criteria for designating and classifying channel migration and erosion hazard zones. An applicant for a development permit may submit a report by a qualified professional engineer in support of a determination of the boundaries or classification of channel migration and/or erosion hazard areas on a specific property if there is a discrepancy between the approved channel migration zone or erosion hazard map and site-specific conditions or data, or for unmapped potential channel migration zones or erosion hazard areas. It is a goal of the city of Snoqualmie to retain and restore channel migration zones as practicable to restore riparian functions in applicable areas over time.

B. No new development may be permitted in the severe channel migration zone unless otherwise allowed under this section.

C. The following activates are allowed within the severe and moderate channel migration zone:

1. Trails and boardwalks;

2. Forest practices;

3. Ongoing agriculture;

4. Bridges, utilities and transportation structures when no other feasible alternative exists;

5. Development with a primary purpose of protecting or restoring ecological functions.

D. Existing structures may be maintained and improved on existing legal lots in the moderate channel migration zone and/or erosion hazard area; provided, the footprint may not be expanded toward the source of channel migration or erosion hazard.

E. New structures may be permitted in the moderate channel migration zone on existing legal lots; provided, that a feasible alternative location outside of the channel migration hazard is not available on site, and the structure and supporting infrastructure, including septic system, are located at the farthest distance from any source of channel migration or erosion hazard.

F. Subdivision of land by any means, including short subdivision or binding site improvement plan, is prohibited within the moderate channel migration zone.

G. New structural flood hazard reduction measures may be allowed in a channel migration zone to protect existing development only where demonstrated through an engineering analysis to be necessary, and when nonstructural

methods are infeasible and such measures are located landward of associated wetlands and buffer areas except where no alternative exists as documented in a geotechnical analysis. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.150 Frequently flooded areas.

A. Standards for building and development in frequently flooded areas are set forth in Chapter 15.12 SMC, Flood Hazard Regulations. SMC 15.12.170, Floodways, adopted by Ordinance 621, 1989, and as hereafter amended, is hereby adopted by reference.

B. No encroachment, including fill, new construction, substantial improvement or other development shall be permitted within the floodway except as described in SMC 15.12.170.

C. No new construction or reconstruction of residential structures shall be permitted within the floodway, except as described in SMC 15.12.170.

D. All new construction and substantial improvement shall comply with all other applicable flood hazard reduction standards of Chapter 15.12 SMC, Flood Hazard Regulations.

E. New structural flood hazard reduction measures are allowed only where demonstrated to be necessary, and when nonstructural measures are infeasible and mitigation is accomplished, and provided, such measures are landward of associated wetlands and buffer areas except where no alternative exists as documented in a geotechnical analysis. (Ord. 1237 § 3, 2020; Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.160 Streams.

A. Classification of Streams. Streams shall be classified in accordance with WAC 222-16-030 as follows:

1. Class 1 are Type S (shorelines) streams and include waters, within their bankfull width, as inventoried as "Shorelines of the State" (rivers over 20 cfs, marine shorelines and lakes over 20 acres) under Chapter 90.58 RCW and the rules promulgated pursuant to Chapter 90.58 RCW, including periodically inundated areas of their associated wetlands. "Bankfull width" is the measurement of the lateral extent of the water surface elevation perpendicular to the channel at bankfull depth.

2. Class 2 are Type F (fish) streams and include segments of natural waters other than Type S waters that are within the bankfull widths of defined channels and periodically inundated areas of their associated wetlands, or within lakes, ponds, or impoundments having a surface area of one-half acre or greater at seasonal low water that in any case contain fish habitat or are described by one of the four categories in WAC 222-16-030(2).

3. Class 3 are Type Np (non-fish perennial) streams and include all segments of natural waters within the bankfull width of defined channels that are perennial non-fish habitat streams. Perennial streams are waters that do not go dry at any time during a year of normal rainfall. However, for the purpose of water typing, Type Np waters include the intermittent dry portions of the perennial channel below the uppermost point of perennial flow.

4. Class 4 are Type Ns (non-fish seasonal) streams and include all segments of natural waters within the bankfull width of the defined channels that are not Type S, F, or Np waters. These are seasonal, non-fish habitat streams in which surface flow is not present for at least some portion of a year of normal rainfall and are not located downstream from any stream reach that is a Type Np water. Ns waters must be physically connected by an aboveground channel system to Type S, F, or Np waters.

B. No alteration to a stream or riparian management zone shall be permitted unless the city grants a public agency or utility exception or reasonable use exception, or unless the city finds that the development proposal is one

of the permitted uses identified in subsection C of this section and the project as proposed preserves or enhances the important stream and buffer functions and is otherwise consistent with the purposes of this chapter.

C. Permitted Uses and Alterations. Subject to the requirements of the underlying zoning designation and other applicable codes and ordinances, the following uses and alterations shall be permitted within streams or their riparian management zones, in accordance with the standards set forth in this section when done in compliance with the provisions of other applicable codes and ordinances. Mitigation shall be required for any impact to the critical area or its buffer from these permitted uses and alterations:

1. Stream Crossings. Stream crossings may only be permitted when there is no other reasonable access resulting in less impact on the stream and/or its buffer. Stream crossings shall use all reasonably feasible construction techniques to avoid disturbance to the stream bed or bank. In the case of Class 2, Class 3 or Class 4 streams, bottomless culverts or other appropriate methods demonstrated to provide fisheries protection may be used if the applicant demonstrates that such methods and their implementation will pose no harm to the stream bank or bed and will not adversely impact fish habitat as demonstrated in a report from a qualified consultant submitted by the applicant. The applicant shall be responsible to obtain and comply with all other applicable state and federal permits. Crossings shall not occur over salmonid spawning areas unless no other possible crossing site exists. Crossings shall be minimized and serve multiple purposes and properties whenever possible. Construction of stream crossings shall be in conformance with applicable permit limitations established by state resource agencies. Stream crossings shall be designed in accordance with the Washington Department of Fish and Wildlife's Water Crossing Design Guidelines (2013), as updated. New crossings shall be evaluated under future climate change scenarios for 2040 and 2080, or similar, as required by state and federal agencies.

2. Stream Relocations. Class 1 streams shall not be relocated. Class 2 streams shall not be relocated except for public road projects which have been approved by a variance and by applicable state resource agencies. Class 3 and Class 4 streams may only be relocated provided the in-stream resources are preserved or enhanced, all appropriate floodplain protection measures are used, and the stormwater management requirements in Chapter 15.18 SMC, and all other applicable permit and code requirements have been met. A proposal to relocate a Class 2, Class 3 or Class 4 stream must be accompanied by a stream mitigation plan.

3. Stream Channel Stabilization. Stream channel stabilization may only be allowed when movement of the stream channel threatens existing residential or commercial structures, public improvements, unique natural resources, or the only possible existing access to property. Proposals to stabilize a stream channel must be done in compliance with the provisions of this chapter and other applicable codes and ordinances, including but not limited to shoreline regulations pursuant to Chapter 19.08 SMC, Shoreline Regulations.

4. Maintenance. Maintenance associated with stormwater conveyances that do not carry anadromous salmonids, and that do not meet the definition of a wetland, may be maintained through use of best management practices developed in consultation with other state and federal agencies with jurisdiction.

5. Educational and Research Activities. Educational and research activities are permitted, not including construction of buildings or other permanent structures.

6. Enhancement or Mitigation. Enhancement or other mitigation plans are permitted, including landscaping in accordance with conditions of development imposed by the city.

7. Drainage Facilities. Discharges from drainage facilities are permitted, provided the stormwater management requirements in Chapter 15.18 SMC have been met and the city finds that the wetland functions can be preserved or enhanced and provided stormwater discharges to streams from drainage facilities will not negatively affect the rate of flow nor decrease the water quality of the stream.

8. Public Utilities. Public utilities may be permitted in the stream buffer, provided no practical alternative exists and adequate provision is made to protect or enhance the function of the stream buffer through appropriate mitigation. Unless located within a road right-of-way permitted pursuant to subsection (C)(9) of this section, sewer utilities may be constructed only in the outer 15 percent of a wetland or stream buffer if engineering design dictates, and if the other requirements of this section are met. All utility corridors should be designed

and coordinated to accommodate joint use in order to reduce the number of such corridors. Proposals to cross wetlands, streams or their buffers must include a mitigation plan, and must be designed to implement best management practices. Upon completion of the utility installation, wetlands, streams, and their buffers must be restored to preproject configurations or enhanced if preproject conditions were degraded, based on an approved mitigation plan which shall require maintenance and monitoring per the provisions of this chapter.

9. Roads and Rights-of-Way. Roads and other rights-of-way are permitted, provided no practical alternative exists and adequate provision is made to protect or enhance the stream through appropriate mitigation. Roads shall be designed and maintained to prevent erosion and restriction of the natural movement of groundwater as it affects the critical area.

Roads must be located to conform to the topography so that minimum alteration of natural conditions may be required. Where feasible, roads and utilities shall be similarly aligned to minimize the area of disturbance. Roads shall be designed and constructed per the stormwater management requirements in Chapter 15.18 SMC. A restoration plan for the area, designed per the standards of a mitigation plan, shall be required.

10. Other Uses. Other uses may be permitted by the city only following review and approval of a critical areas report and upon a determination that such use can be developed in a manner that would not degrade the quantitative and qualitative functioning of the stream.

11. Passive Recreation. Passive recreation may be permitted, provided public access shall only be allowed upon a finding by the director that:

a. Such public access will not adversely affect habitat or water quality values of the critical area, and that the design reflects current Priority Habitat and Species data and WDFW management recommendations;

b. Public access shall be limited to previous trails, boardwalks, viewing areas, covered seating, and displays, and must be located in areas which have the lowest sensitivity to human disturbance or alteration;

c. Public access must be specifically developed for interpretive, educational or research purposes by, or in cooperation with, the city, or as part of the adopted Snoqualmie comprehensive plan or other official plan or development approval adopted by the city;

d. No motorized vehicles shall be allowed within a wetland, stream or their buffers except as required for necessary maintenance or security;

e. Vegetative edges, structural barriers, signs or other measures must be provided wherever necessary to protect wetlands by limiting access to designated public use or interpretive areas;

f. Access areas must incorporate design features and materials which protect water quality and allow adequate surface and groundwater movement;

g. Must be located so as not to disturb nesting, breeding and rearing areas;

h. Trails should be located in the outer 25 percent of the buffers. Trail access within the remainder of the buffer or wetland may be allowed provided no practical alternative exists and adequate provision is made to protect or enhance the wetland through appropriate mitigation;

i. If trails are allowed to cross wetlands, boardwalks shall be used to minimize the impact.

12. Trails, Boardwalks and Viewing Areas. A continuous riverwalk trail, boardwalk and public viewing areas within the buffer of the Snoqualmie River and Kimball Creek.

13. Decks, Patios and Walkways. Decks, patios and walkways associated with commercial development and parks/trail development permitted by this chapter and the underlying zoning, provided such facilities are designed and constructed to afford public access to views of the riverfront and provide a public easement as

part of an overall public boardwalk and viewing platform system within the buffer of the Snoqualmie River within the Urban Riverfront Environment from southerly margin of S.E. Fir Street to the eastern property line of Riverview Park.

D. Riparian Management Zones. Riparian Management Zones (RMZ) are designated based on the estimated average 200 year site potential tree height, extending outward on each side of a stream from the ordinary high water to the distances prescribed in Table 19.12.160-1:

Table 19.12.160-1.

Riparian Management Zone Widths

Stream Classification	~~External~~ RMZ Width
Class 1 streams	100 feet. See Shoreline Regulations at SMC 19.08[1].
Class 2 streams	200 feet
Class 3 streams	100 feet
Class 4 streams	100 feet
Snoqualmie River South Fork and right bank of mainstem within the Natural Shoreline Environment[1,2]	200 feet
Snoqualmie River within Urban Riverfront Environment, generally located between S.E. Fir Street and Meadowbrook Way S.E.[1,2]	25 feet

[1] See Chapter 19.08 SMC for shoreline environments and associated maps.

E. Mitigation. Mitigation shall be required for permitted alterations of streams or their riparian management zones. Stream replacement or enhancement shall result in no net loss of stream functions either on or off site due to the alteration. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.170 Wetlands.

A. Wetland Inventory. The city initially conducted a wetland inventory in 1991 and continues to update the inventory as new information becomes available. The wetland inventory maps, on file with the director, are hereby incorporated herein by this reference. Property owners, the director, and/or members of the public may use these as a general guide but the maps do not provide a comprehensive accounting of areas subject to this chapter nor do they provide a definitive critical area designation. The exact location of a wetland and the associated boundary shall be determined through the performance of a field delineation by a qualified wetland consultant using the approved federal wetland delineation manual and applicable regional supplements as specified by WAC 173-22-035.

B. Report for Wetlands.

1. If the administrator determines that the site of a proposed development includes, is likely to include, or is adjacent to a wetland, a wetland report, prepared by a qualified professional, shall be required unless preparation of a report is excused or waived in accordance with SMC 19.12.060.A or 19.12.060.B. The expense of preparing the wetland report shall be borne by the applicant.

2. Minimum Standards for Wetland Reports. The written report and the accompanying plan sheets shall be consistent with SMC 19.12.060 and shall contain the following information, at a minimum:

a. The name and contact information of the applicant; the name, qualifications, and contact information for the primary author(s) of the wetland critical area report; a description of the proposal; identification of all the local, state, and/or federal wetland-related permit(s) required for the project; and a vicinity map for the project.

b. A statement specifying the accuracy of the report and all assumptions made and relied upon.

c. Documentation of any fieldwork performed on the site, including field data sheets for delineations, rating system forms, baseline hydrologic data, etc.

d. A description of the methodologies used to conduct the wetland delineations, rating system forms, or impact analyses including references.

e. Identification and characterization of all wetlands, water bodies, shorelines, floodplains, and other critical areas on or adjacent to the proposed project area.

f. For each wetland identified on site and within 300 feet of the project site provide: the wetland rating, including a description of and score for each function, per wetland ratings (subsection C of this section); required buffers; hydrogeomorphic classification; wetland acreage based on a professional survey from the field delineation (acreages for on-site portion and entire wetland area including off-site portions); Cowardin classification of vegetation communities; habitat elements; soil conditions based on site assessment and/or soil survey information; and to the extent possible, hydrologic information such as location and condition of inlets/outlets (if they can be legally accessed), estimated water depths within the wetland, and estimated hydroperiod patterns based on visual cues (e.g., algal mats, drift lines, flood debris, etc.). Provide acreage estimates, classifications, and ratings based on entire wetland complexes, not only the portion present on the proposed project site.

g. A description of the proposed actions, including an estimation of acreages of impacts to wetlands and buffers based on the field delineation and survey and an analysis of site development alternatives, including a no-development alternative.

h. An assessment of the probable cumulative impacts to the wetlands and buffers resulting from the proposed development.

i. A description of reasonable efforts made to apply mitigation sequencing pursuant to mitigation sequencing (SMC 19.12.090) to avoid, minimize, and mitigate impacts to critical areas.

j. A discussion of measures, including avoidance, minimization, and compensation, proposed to preserve existing wetlands and restore any wetlands that were degraded prior to the current proposed land use activity.

k. A conservation strategy for habitat and native vegetation that addresses methods to protect and enhance on-site habitat and wetland functions.

l. An evaluation of the functions of the wetland and adjacent buffer. Include reference for the method used and data sheets.

m. A copy of the site plan sheet(s) for the project must be included with the written report and must include, at a minimum:

i. Maps (to scale) depicting delineated and surveyed wetland and required buffers on site, including buffers for off-site critical areas that extend onto the project site; the development proposal; other critical areas; grading and clearing limits; areas of proposed impacts to wetlands and/or buffers (include square footage estimates).

ii. A depiction of the proposed stormwater management facilities and outlets (to scale) for the development, including estimated areas of intrusion into the buffers of any critical areas. The written report shall contain a discussion of the potential impacts to the wetland(s) associated with anticipated hydroperiod alterations from the project.

C. State Ratings System. The categorization of wetlands set forth herein is intended to implement the Washington State Department of Ecology wetland rating system found in the Washington State Wetlands Rating System (Western Washington, 2014 Update Version 2, Ecology Publication No. 23-06-009) and associated guidance documents as it now exists or may hereafter be revised by the Department of Ecology, which is hereby incorporated herein by this reference. References herein to wetland scores are those scores derived by application of the Washington State Wetlands Rating System. Wetland rating categories shall be applied as the wetland exists at the time of an associated permit application. Wetland categories shall not change due to illegal modifications.

D. Wetland Categorization. Wetlands shall be categorized as follows:

1. Category I. Category I wetlands are those that represent unique or rare wetland types, are more critical to disturbance than most wetlands, are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime, or provide a high level of functions. Category I wetlands in the city include:

a. Wetlands with high conservation value, which are identified by scientists of the Washington Natural Heritage Program as important ecosystems for maintaining plant diversity in our state;

b. Bogs;

c. Mature and old growth forested wetlands larger than one acre; or

d. Wetlands that perform functions at high levels and scoring 23 or more points (out of 27) on the questions related to functions.

2. Category II. Category II wetlands are difficult, though not impossible, to replace, and provide high levels of some functions. These wetlands occur more commonly than Category I wetlands, but still need a relatively high level of protection. Category II wetlands are wetlands with a moderate level of functions, scoring between 20 and 22 points.

3. Category III. Category III wetlands are wetlands with a moderate level of functions, scoring between 16 and 19 points. Such wetlands generally have been disturbed in some ways and are often less diverse or more isolated from other natural resources in the landscape than Category II wetlands.

4. Category IV. Category IV wetlands are wetlands with the lowest levels of functions, scoring fewer than 16 points, and are often heavily disturbed. These wetlands could be replaced, or in some cases improved. However, experience has shown that replacement cannot be guaranteed in any specific case. These wetlands may provide some important functions, and also need to be protected.

E. Filling or Alteration of Wetlands.

1. The fill shall not result in the loss of flood storage and shall be compensated for within city limits;

2. If the fill is located in the city's 100-year floodplain, the proposal must be consistent with the requirements of Chapter 15.12 SMC, Flood Hazard Regulations;

3. The alteration shall not result in deficient buffers that do not adequately protect the remaining wetland.

F. Alterations Prohibited. Unless otherwise allowed by subsection G, no wetland or associated buffer shall be altered, unless the city grants a public agency or utility exception or reasonable use exception, or finds that the development proposal is one of the permitted uses identified in subsection G of this section and the project as proposed preserves or enhances the important wetland and buffer functions and is otherwise consistent with the purposes of this chapter.

G. Permitted Uses and Alterations. Subject to the requirements of the underlying zoning designation and other applicable codes and ordinances, the following uses and alterations shall be permitted within wetlands or their

buffers, in accordance with the standards set forth in this section. Mitigation per the requirements of this chapter shall be required for any impact to the critical area from these permitted uses and alterations:

1. Educational and Research Activities. Educational and research activities are permitted, not including construction of buildings or other permanent structures;

2. Enhancement. Enhancement of habitat is permitted, based on the submittal of an enhancement plan prepared by a qualified consultant, reviewed and approved by the city in accordance with conditions of development imposed by the city;

3. Drainage Facilities. Drainage facilities located in the outer 25 percent of a prescribed wetland buffer are permitted when required by engineering constraints, and when such discharges are designed to be infiltrated into appropriate soils or discharged as surface sheet flow in appropriate slope conditions. Such discharges and facilities must meet the stormwater management requirements in Chapter 15.18 SMC. The city must review and approve the submittal to determine that wetland functions will be preserved or enhanced, that stormwater discharges meet the requirements in Chapter 15.18 SMC, that stormwater discharges to the wetland's outer buffer will not negatively affect the hydroperiod of the wetland except as allowed by SMC 15.18.180, and that there will be no adverse impacts to the water quality of the wetland;

4. Public Utilities. Public utilities may be permitted in the wetland and wetland buffer, provided no practical alternative exists and adequate provision is made to protect or enhance the function of the wetland or stream buffer through appropriate mitigation. Unless located within a road right-of-way permitted pursuant to subsection (G)(5) of this section, sewer utilities may be constructed only in the outer 25 percent of a prescribed wetland buffer if necessary for gravity flow and if the other requirements of this section are met. All construction must be designed to mitigate or protect against erosion, uncontrolled drainage, restriction of groundwater movement, slides, pollution, habitat disturbance, loss of flood-carrying and/or storage capacity, and excessive excavation or fill. Upon completion of installation, wetland and stream buffers must be restored to preproject configurations, replanted as required and maintained, as necessary, until newly planted vegetation is established. All utility corridors should be designed to accommodate joint use in order to reduce the number of such corridors;

5. Roads and Rights-of-Way. Roads and other rights-of-way are permitted, provided no practical alternative exists and adequate provision is made to protect or enhance the wetland through appropriate mitigation. Roads shall be designed and maintained to prevent erosion and restriction of the natural movement of groundwater as it affects the critical area. Roads must be located to conform to the topography so that minimum alteration of natural conditions may be required. Where feasible, roads and utilities shall be similarly aligned to minimize the area of disturbance. Roads shall be constructed so as to minimize adverse impacts on the hydroperiod of the wetland, and on the habitat functions of the upland buffer to a degree acceptable to the city. A restoration plan for the area, designed per the standards of a mitigation plan, will be required to be reviewed and approved by the city;

6. Other Uses. Other uses may be permitted by the city only following review and approval of a critical areas report and upon a determination that such use can be developed in a manner which would not degrade the quantitative and qualitative functioning of the wetland or stream;

7. Passive Recreation. Passive recreation may be permitted, provided public access shall be allowed only on the following conditions:

a. A finding by the director that such public access will not adversely affect habitat or water quality values of the critical area;

b. Public access shall be limited to previous trails, boardwalks, viewing areas, covered seating, and displays, and must be located in areas which have the lowest sensitivity to human disturbance or alteration;

c. Public access must be specifically developed for interpretive, educational or research purposes by, or in cooperation with, the city, or as part of the adopted Snoqualmie comprehensive plan or other official plan or development approval adopted by the city;

d. No motorized vehicles shall be allowed within a wetland, stream or their buffers except as required for

necessary maintenance or security;

e. Vegetative edges, structural barriers, signs or other measures must be provided wherever necessary to protect wetlands by limiting access to designated public use or interpretive areas;

f. Access areas must incorporate design features and materials which protect water quality and allow adequate surface and groundwater movement;

g. Access areas must be located so as not to disturb nesting, breeding and rearing areas;

h. Trails should be located in the outer 25 percent of the buffers. Trail access within the remainder of the buffer or wetland may be allowed provided no practical alternative exists and adequate provision is made to protect or enhance the wetland through appropriate mitigation; and

i. If trails are allowed to cross wetlands, boardwalks shall be used to minimize the impact.

8. Agricultural Activities. Ongoing agricultural activities, including mowing for hay and greenchop in existence prior to 1995, provided such uses do not increase the degree of nonconformity.

H. Wetland Buffers. Wetlands shall have the following prescribed buffers, in accordance with the wetland characteristics and habitat score, per the following table:

Table 19.12.170-1. Wetland Buffers

Wetland Category	Buffer width (in feet) based on habitat score		
	3 – 5	6 – 7	8 – 9
Category I: Based on total score	75	165	225
Category I: Bogs and wetlands of high conservation value	190	190	225
Category I: Forested	75	165	225
Category II: Based on total score	75	165	225
Category III (all)	60	165	225
Category IV (all)	40	40	40

I. Mitigation Ratios. When alteration of wetland or buffers requires mitigation by compensation, compensation for impacts shall be provided at the following ratios shown in the table below:

Table 19.12.170-2. Mitigation Ratios

Category and Type	Creation or Reestablishment[1]	Rehabilitation Only[1]	Enhancement Only[1]	Mitigation Bank
Category IV All	1.5:1	3:1	6:1	See SMC 19.12.180
Category III All	2:1	4:1	8:1	See SMC 19.12.180
Category II All	3:1	6:1	12:1	See SMC 19.12.180
Category I Forested	6:1	12:1	24:1	See SMC 19.12.180
Category I Bog	Not considered possible[2]	6:1 Rehabilitation of a bog	Case-by-case basis[2]	See SMC 19.12.180
Category I Natural Heritage Site	Not considered possible[2]	6:1 Rehabilitation of a natural heritage site	Case-by-case basis[2]	See SMC 19.12.180
Category I Based on Score for Functions	4:1	8:1	16:1	See SMC 19.12.180
Buffer	Minimum of 1:1[3]	Minimum of 1:1[3]	Minimum of 1:1[3]	See SMC 19.12.180

[1] See the following document for additional guidance: Washington State Department of Ecology, U.S. Army Corps of Engineers Seattle District, and U.S. Environmental Protection Agency Region 10. April 2021. Wetland Mitigation in Washington State – Part 1: Agency Policies and Guidance (Version 2). Washington State Department of Ecology Publication No. 21-06-003. Olympia, WA, or as amended.

[2] Class I bogs and natural heritage sites are deemed irreplaceable wetlands, and therefore no amount of compensation would replace these ecosystems. Avoidance is the best option. In the rare case when impacts cannot be avoided, replacement ratios will be determined on a case-by-case basis, and will be significantly higher than for other Class I wetlands.

[3] The city may require a buffer enhancement ratio greater than 1:1 for exceptional second growth forest or mitigation of an already functioning buffer based on the critical area report, buffer modification or consideration of vegetation structure slope and flow paths.

(Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.180 Mitigation banking.

A. The director may approve mitigation banking as a form of compensatory mitigation for wetland and stream impacts when the provisions of this chapter require mitigation and when it is clearly demonstrated that the use of a

mitigation bank will provide equivalent or greater replacement of critical area functions and values when compared to conventional on-site mitigation, provided that all of the following criteria are met:

1. Banks shall only be used when they provide significant ecological benefits including long-term conservation of critical areas, important species, habitats and/or habitat linkages, and when they are consistent with the city's comprehensive plan and create a viable alternative to the piecemeal mitigation for individual project impacts to achieve ecosystem-based conservation goals.

2. The bank shall be established in accordance with the Washington State Mitigation Banking Rule, Chapter 173-700 WAC or as revised, and Chapter 90.84 RCW and the federal mitigation banking guidelines as outlined in the Federal Register Volume 60, No. 228, November 28, 1995. These guidelines establish the procedural and technical criteria that banks must meet to obtain state and federal certification.

3. Preference shall be given to mitigation banks that implement restoration actions that have been identified formally by an adopted shoreline restoration plan, watershed planning document prepared and adopted pursuant to Chapter 90.82 RCW, a salmonid recovery plan or project that has been identified on the salmon recovery board habitat project list or by the Washington Department of Fish and Wildlife as essential for fish and wildlife habitat enhancement.

4. Banks shall only be used if the off-site mitigation has a greater likelihood of providing equal or improved critical areas functions than the altered critical area, and there is a clear potential for success of the proposed mitigation at the identified mitigation site.

B. Mitigation banks shall not be subject to the replacement ratios outlined in the replacement ratio table in Table 19.12.170-2, but shall be determined as part of the mitigation banking agreement and certification process. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.190 Fish and wildlife habitat conservation areas.

A. Designation. All waters of the state, including wetlands and streams and their buffers, together with all publicly owned open spaces of greater than 10 acres, not including land use perimeter buffers, are hereby designated as fish and wildlife habitat conservation areas, including Meadowbrook Farm, the Two Sisters Return Open Space, Snoqualmie Point, Three Forks Natural Area, the Snoqualmie River Open Space and the Kimball Creek Open Space. Other areas, such as those of primary association for state and federal listed wildlife species, state sensitive species, and Priority Habitat Species as designated by the Washington Department of Fish and Wildlife, as well as Habitats of Local Importance, shall also be designated as fish and wildlife habitat conservation areas based upon a habitat study conducted pursuant to this section.

B. Alteration. Development proposals in or adjacent to a fish and wildlife habitat conservation area shall not disturb the qualities of the habitat that are essential to maintain feeding, breeding or nesting of a listed species that may utilize the habitats within the fish and wildlife habitat conservation area. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.200 Critical aquifer recharge areas.

A. Designation. Critical aquifer recharge areas are designated as follows:

1. Category I critical aquifer recharge areas include those areas mapped by King County and determined to be highly susceptible to groundwater contamination and that are located within a sole source aquifer or a wellhead protection area.

2. Category II critical aquifer recharge areas include those areas mapped by King County and:

a. Determined to have a medium susceptibility to groundwater contamination and are located in a sole source aquifer or a wellhead protection area; or

b. Are highly susceptible to groundwater contamination and are not located in a sole source aquifer or wellhead protection area.

3. Category III critical aquifer recharge areas include those areas mapped by King County and determined to have low susceptibility to groundwater contamination.

B. Declassification. An applicant may request that the city and King County declassify a specific area included in the map adopted in subsection A of this section. The application must be supported by a critical areas report that includes a hydrogeologic assessment. The application to declassify an area shall be reviewed by the city and a determination made to amend the map as appropriate.

C. Category I Prohibited Uses. The following new uses or activities are not allowed in Category I critical aquifer recharge areas:

1. Transmission pipelines carrying petroleum or petroleum products;

2. Sand and gravel, and hard rock mining on land that is not zoned for mining as of the effective date of the ordinance codified in this chapter;

3. Mining of any type below the upper surface of the saturated groundwater that could be used for potable water supply;

4. Processing, storage, and disposal of radioactive wastes, as defined in Chapter 43.200 RCW;

5. Hydrocarbon extraction;

6. Commercial wood treatment facilities on permeable surfaces;

7. Asphalt and concrete facilities;

8. Animal containment areas;

9. Golf courses;

10. Cemeteries;

11. Wrecking and salvage yards;

12. Landfills for hazardous waste, municipal solid waste, or special waste;

13. On-site septic systems on lots smaller than one acre without a treatment system that results in effluent nitrate-nitrogen concentrations below 10 milligrams per liter;

14. All underground storage tanks, including tanks that are exempt from the requirements of WAC Title 173, with hazardous substances, as defined in Chapter 70.105 RCW, that do not comply with standards of Chapter 173-360 WAC; and

15. Aboveground storage tanks for hazardous substances, as defined in Chapter 70.105 RCW, unless protected with primary and secondary containment areas and a spill protection plan.

D. Category II Prohibited Uses. The following new uses or activities are not allowed in Category II critical aquifer recharge areas:

1. Mining of any type below the upper surface of the saturated groundwater that could be used for potable water supply;

2. Disposal of radioactive wastes, as defined in Chapter 43.200 RCW;

3. Hydrocarbon extraction;

4. Commercial wood treatment facilities located on permeable surfaces;

5. Underground storage tanks with hazardous substances, as defined in Chapter 70.105 RCW, that do not meet the requirements of Chapter 173-360 WAC;

6. Aboveground storage tanks for hazardous substances, as defined in Chapter 70.105 RCW, unless protected with primary and secondary containment areas and a spill protection plan;

7. Wrecking yards;

8. Landfills for hazardous waste, municipal solid waste, or special waste;

9. On-site septic systems on lots smaller than one acre without a treatment system that results in effluent nitrate-nitrogen concentrations below 10 milligrams per liter.

E. Category III Prohibited Uses. The following new uses or activities are not allowed in Category III critical aquifer recharge areas:

1. Disposal of radioactive wastes, as defined in Chapter 43.200 RCW;

2. Hydrocarbon extraction;

3. Commercial wood treatment facilities located on permeable surfaces;

4. Underground storage tanks, including tanks that are exempt from the requirements of WAC Title 173, with hazardous substances, as defined in Chapter 70.105 RCW, that do not comply with standards of Chapter 173-360 WAC;

5. Aboveground storage tanks for hazardous substances, as defined in Chapter 70.105 RCW, unless protected with primary and secondary containment areas and a spill protection plan;

6. Wrecking yards; and

7. Landfills for hazardous waste, municipal solid waste, or special waste.

F. Hydrogeologic Assessment. Land uses and activities shall not measurably degrade the quality of groundwater in a critical aquifer recharge area. Development proposals or alterations involving the following uses of land or activities shall prepare and submit, as part of their critical area report pursuant to SMC 19.12.060, a hydrogeologic assessment of the proposed site to determine if the development proposal or alteration will cause contaminants to enter a critical aquifer recharge area:

1. Hazardous substance processing or handling;

2. On-site sewage disposal for subdivisions, short plats, and commercial and industrial sites;

3. Land application of sludge on sites with an application rate of more than 20 dry tons of sludge per 10-year period or 4.3 dry tons per acre per year;

4. Landfills;

5. Animal containment areas;

6. Mining operations;

7. Golf courses;

8. Cemeteries;

9. Asphalt and concrete facilities;

10. Wrecking and salvage yards;

11. Any other activity that the director, in his or her discretion, determines has the potential to threaten the quality of groundwater in a critical aquifer recharge area.

G. Containment. Every development proposal involving hazardous substance processing or handling which is located in or adjacent to a critical recharge area shall provide containment devices adequate in size to contain on site any unauthorized release of hazardous substances from any area where these substances are either stored, handled, treated, used, or produced. Containment devices shall prevent such substances from penetrating into the ground. This provision also applies to releases that may mix with storm runoff.

H. Hazardous Substances Management Plan. Every development proposal involving hazardous substance processing or handling which is located in or adjacent to a critical recharge area shall prepare a plan containing procedures to be followed to prevent, control, collect, and dispose of any unauthorized release of a hazardous substance.

I. Storage Tanks.

1. Building and Fire Code Compliance. All storage tanks proposed to be located in a critical aquifer recharge area must comply with local building code requirements and must conform to the requirements for secondary containment as provided in the current edition of the International Fire Code, adopted in Chapter 15.04A SMC or as amended.

2. Underground Tanks. All new underground tanks located in or adjacent to a critical recharge area shall be designed and constructed so as to:

a. Prevent releases due to corrosion or structural failure for the operational life of the tank;

b. Be protected against corrosion, constructed of noncorrosive material, steel-clad with a noncorrosive material, or designed to include a secondary containment system to prevent the release or threatened release of any stored substance; and

c. Use material in the construction or lining of the tank which is compatible with the substance to be stored.

3. Aboveground Tanks. No new above-ground storage tank located in or adjacent to a critical recharge area shall be installed, used or maintained in any manner which may allow the release of a hazardous substance to the ground, groundwaters, or surface water.

J. Agriculture. Agricultural activities in or adjacent to a critical recharge area shall use best management practices to prevent ground quality degradation from livestock waste.

K. Sewage Disposal. All residential, commercial or industrial development proposals located in or adjacent to a critical recharge area and within 150 feet of a public sewer system shall be connected to the sewer system.

L. Golf Courses. Golf course operations proposed in or adjacent to a critical recharge area shall be subject to a golf course maintenance plan using best management practices to protect groundwater quality. The plan shall detail the proposed use of fertilizers, herbicides, pesticides, fungicides, or other maintenance agents, with projected application methods and schedules and measures to prevent pollution of groundwater.

M. Commercial Vehicle Repair and Servicing. Commercial vehicle repair and servicing must be conducted over impermeable pads and within a covered structure capable of withstanding normally expected weather conditions. Chemicals used in the process of vehicle repair and servicing must be stored in a manner that protects them from weather and provides containment should leaks occur. No dry wells shall be allowed in critical aquifer recharge areas on sites used for vehicle repair and servicing. Dry wells existing on the site prior to facility development must be abandoned using techniques approved by the Washington State Department of Ecology prior to commencement of the proposed activity.

N. Other Uses. All other uses shall be conditioned in accordance with the applicable state and federal regulations as necessary to protect critical aquifer recharge areas. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.210 Administration and enforcement.

A. This chapter shall be administered by the director, who shall be responsible for the interpretation and application of the provisions hereof. No department of the city shall issue any permit or approval to which the provisions of this chapter apply without the approval of the director.

B. Application for or acceptance of any permit or approval for any use, activity or development proposal constitutes the consent of the applicant for the director to enter the subject site during regular business hours to inspect any use, activity or development proposal for which a permit or approval has been applied for or granted to ensure compliance with the provisions of this chapter, to verify the accuracy of information provided by the applicant or to verify that work is being performed in accordance with approved plans and permits.

C. Stop Work Orders. In the event the director shall determine that any use, activity or construction on a development proposal is not in compliance with the requirements of this chapter or the conditions of any permit or approval relating to critical areas, the director is authorized to issue a stop work order. The stop work order shall be posted prominently on the site. When a stop work order has been posted, the use, activity or construction on the development proposal shall not continue until the violation has been corrected. It shall be a misdemeanor to continue the use, activity or construction on a development proposal after the posting of a stop work order, and it shall further be a misdemeanor to remove a stop work order prior to correction thereof.

D. Enforcement Penalties. Any unauthorized alteration of a critical area shall constitute a public nuisance subject to abatement, and any knowing and intentional unauthorized alteration of a critical area shall constitute a misdemeanor. Each day of violation shall constitute a separate offense. The director or his or her designee shall have a right to enter upon any property at reasonable times and to make such inspection necessary to determine compliance with the provisions of this chapter. If the property is occupied, the director shall make reasonable effort to locate the owner or person in charge to request entry. The director is further authorized to take such actions as may be necessary to enforce the provisions of this chapter.

E. Notice to Restore. In addition to all other remedies, the director shall have the authority to issue a notice to restore any unauthorized alteration of a critical area within a reasonable time specified in the notice. For purposes of this subsection, what constitutes a reasonable time shall be determined with due consideration of the environmental harm caused by the alteration and the potential environmental harm caused by delay in restoration. The notice shall be given by in-person delivery, or mailing to the person responsible for the alteration, to his agent, or to the record owner of the property, and shall be given by certified mail, return receipt requested, and ordinary mail; provided, the failure of the addressee to accept the certified mailing shall not affect the director's authority hereunder. If the site is not restored within the time specified in the notice, then the director may cause the site to be restored to the extent necessary to prevent further environmental harm, and the person responsible for the alteration shall be responsible for the full cost of such restoration.

F. Permit Revocation. In addition to all other remedies, a permit or approval that is subject to critical areas review may be revoked or suspended upon a finding by the director that the development is proceeding in violation of any of the terms or conditions of the permit or approval relating to the critical areas.

G. Administrative Rules. The director shall have the authority to adopt administrative rules not inconsistent with the provisions of this chapter that are necessary for the implementation of this chapter and to incorporate best management practices in any alterations authorized under this chapter. If any administrative rule prescribed or authorized by this chapter has not been adopted at the time of an application requiring critical areas review, the director shall have the authority to require the use of appropriate guidance documents recommended by the Department of Ecology or standards recommended by the city's qualified critical area consultant. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.220 Severability.

If any provision of this chapter or its application to any person or property is held invalid, the remainder of the chapter or the application of the provision to other persons or property shall not be affected. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

19.12.230 Liberal construction.

This chapter shall be liberally construed to give full effect to the objectives and purposes for which it was enacted. (Ord. 1198 § 23 (Exh. E), 2017; Ord. 1176 § 2, 2016).

State of Washington
DEPARTMENT OF FISH AND WILDLIFE
North Puget Sound • Region 4 • 16018 Mill Creek Blvd., Mill Creek, WA 98012-1296
Telephone: (425) 775-1311 • Fax: (425) 338-1066

September 26, 2025

City of Snoqualmie
38624 SE River St
Snoqualmie, WA 98065

RE: Proposed Amendments relating to the Critical Area Ordinance pursuant to the Growth Management Act, amending the City of Snoqualmie's Municipal Code 19.12 Critical Areas – Fish and Wildlife Habitat Conservation Areas

Dear Planning Staff, Members of the Planning Commission, and Members of the City Council,

Thank you for giving the Washington Department of Fish and Wildlife (WDFW) the opportunity to comment **in support** of the proposed riparian buffer amendments to Snoqualmie's Critical Areas Ordinance (CAO), Chapter 19.12.

We would like to provide additional information that could preemptively address questions, clarify Growth Management Act (GMA) requirements, and emphasize the vital connection between healthy environments and thriving communities.

Under the GMA, jurisdictions are required to include Best Available Science (BAS) when updating their CAOs to ensure regulations are grounded in science and achieve no net loss of critical area functions and values[1]. The importance of adhering to BAS is underscored by the legal case involving an appeal to the Growth Management Hearings board disputing the City of Anacortes' CAO. The Board remanded the CAO back to the city after determining that the proposed stream buffer widths did not adequately reflect BAS. Following the Board's decision, Anacortes adopted revised stream buffers informed by WDFW's BAS recommendations.

The BAS underpinning WDFW's riparian buffer recommendations is found in our **Riparian Ecosystems, Volume 1: Science Synthesis and Management Implications**. This document synthesizes peer-reviewed research regarding riparian area functions, such as pollution filtering, flood control, and nutrient cycling.

While Volume 1 is WDFW's BAS, **Volume 2** translates this science into practical management recommendations. The two volumes work together, with Volume 1 establishing the scientific foundation and Volume 2 providing actionable guidance for implementing that science in policy.

[1] Washington Administrative Code (WAC 365-195-900 through WAC 365-195-925)

Recognizing the importance of WDFW's BAS, many jurisdictions—including Clark, Pierce, Kitsap, Skagit, and King counties—have updated, or are actively updating, their stream buffer regulations to align with WDFW's recommendations.

Snoqualmie is similarly making meaningful progress by proposing a minimum 100-foot buffer for Class 3 and 4 streams to ensure, at the very least, pollution is filtered before reaching waterways. The proposed increase in buffer size for Class 2 streams also better reflects the space required for riparian ecosystems to function effectively. By integrating WDFW's BAS, Snoqualmie is strengthening its CAO, aligning with neighboring jurisdictions, and improving its ability to achieve the overarching goals of critical area protections.

It is important to note that riparian areas are essential in maintaining ecosystem services that directly benefit communities. Riparian areas filter pollutants, reduce flood risks, stabilize streambanks, and support critical habitat for fish and wildlife, including salmon. Protecting riparian areas is not simply an environmental mandate; it is a fundamental investment in public health, safety, and resilience.

We commend the city for valuing the health of local communities and the environment by incorporating WDFW's BAS into its regulations. The connection between healthy environments and healthy communities cannot be overstated.

If additional technical assistance or clarification is needed, WDFW is available to support your efforts.

Thank you,

Marcus Reaves, Regional Habitat Program Manager (Marcus.Reaves@dfw.wa.gov)

CITY OF SNOQUALMIE

Community Development Department

38624 SE River Street | P.O. Box 987
Snoqualmie, Washington 98065
(425) 888-5337
www.snoqualmiewa.gov

Per the staff memorandum dated September 18, 2025 and titled "Critical Areas Ordinance: Summary of Changes from Approved December 2, 2024" and the supplementary document titled "City of Snoqualmie Best Available Science Code Updates / Crosswalk," considered by the Planning Commission on October 6, 2025, the following is recommended to the City Council for approval:

1. Amend SMC 19.12's verbiage and stipulations as detailed in the Crosswalk with the single exception of Crosswalk Item 18 [Code addition – 19.12.090(B).6], where the Commission recommends that single-family residences part of a previously approved development be allowed improvements with a maximum footprint of 500 square feet, such as decks, patios, and appurtenances.
2. Particular attention is recommended for Crosswalk Item 21: Stream Buffer Widths (19.12.160.D). The Commission recommends the changes outlined that would increase riparian management zone (RMZ) widths from 75 ft to 200 ft for Class 2 streams, from 50 ft to 100 ft for Class 3 streams, from 25 ft to 100 ft for Class 4 streams, and clarification that Class 1 streams should be governed by Shoreline Regulations (SMC 19.08) with their existing RMZ width of 100 ft.

Recommended by the City of Snoqualmie Planning Commission on the 6th of October 2025.

Andre O. Testman II 10/14/2025

Andre Testman — Date
Planning Commission Chair

Attest by:

Mona Davis 10.15.25

Mona Davis — Date
Community and Economic Development Director

Council Agenda Bill

AB Number

AB25-104

Agenda Bill Information

Title *

Ordinance Certifying an Increase in Property Taxes

Action *

Motion

Council Agenda Section

Ordinance

Council Meeting Date *

11/24/2025

Staff Member

Janna Walker

Department *

Finance

Committee

Finance and Administration

Committee Date

11/04/2025

Exhibits

Packet Attachments - if any

x1 Ordinance.docx	25.83KB
x2 Property Tax Report.docx	62.3KB
x3 King County Worksheet.pdf	361.57KB

Summary

Introduction *

Brief summary.

The City of Snoqualmie requires a regular levy in the amount of $8,891,035 which includes an 0.82% increase in property tax revenue in the amount of $71,946 from the previous year in order to discharge the expected expenses and obligations of the City of Snoqualmie.

Proposed Motion

Move to approve Ordinance 1311 certifying an increase in regular property tax revenue for the fiscal year commencing January 1, 2026.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

Council annually adopts an “increase ordinance”. The adoption of this ordinance would allow the City to increase the amount of regular property tax collected up to an “allowable percentage increase”, or less, over the amount of regular property tax assessed

in 2025. In the State of Washington, the increase in total property tax collected by the City is not based on the increasing value of property, but rather on the amount of property tax assessed citywide in the prior year ("last year's actual regular levy").

Analysis *

City Council must determine whether the City of Snoqualmie should increase the 2025 regular property tax levy amount up to the allowable percentage increase for 2026, or less. If Council decides not to increase the levy, then Council will need to determine whether to "bank" or preserve the 2026 allowable increase for future levying or not by certifying an increase ordinance that states a zero percent increase. These certifications to the King County Assessor's Office must occur before November 30, 2025.

Please see the exhibit entitled "2026 Property Tax Council Report."

Budgetary Status *

This action will bring in additional revenue.

Budget Summary

Property tax is a significant source of revenue for the General Fund (#001) and has been incorporated, including estimated percentage increases and dollar amount, into the 2025-2026 Biennial Budget. Please see the exhibit entitled "2025 Property Tax Council Report" for detailed information.

Fiscal Impact

Amount of Expenditure **Amount Budgeted** **Appropriation Requested**

Fiscal Impact Screenshot

ORDINANCE NO. 1311

AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON, CERTIFYING AN INCREASE IN THE REGULAR PROPERTY TAX REVENUE FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, ON ALL PROPERTY BOTH REAL AND PERSONAL, IN SAID CITY WHICH IS SUBJECT TO TAXATION, FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON THE DEPARTMENTS OF SAID CITY FOR THE ENSUING YEAR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Snoqualmie is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, a duly noticed public hearing was held on November 10, 2025 during its regularly scheduled, open City Council meeting to consider the City's current expense budget (also known as "General Fund") for the 2026 calendar year and possible increases in property tax revenues to the same; and

WHEREAS, the City Council of the City of Snoqualmie, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Snoqualmie requires a regular levy in the amount of $8,891,035, which includes an increase in regular property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the district and in its best interest.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Snoqualmie, Washington, as follows:

Section 1. Increase in Regular Property Tax Revenue. An increase in the regular property tax revenue is hereby authorized for the 2025 regular property tax levy, collected in 2026, in the amount of **$71,946**, which is a percentage increase of **0.82%** from the previous year. The increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and any additional resulting from any annexations that have occurred, and refunds made.

Section 2. Effective Date. This ordinance shall be effective five days after publication as provided by law.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering anti section/subsection numbering.

Section 4. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

ATTEST:

_____
Deana Dean, City Clerk

APPROVED AS TO FORM:

_____
Dena Burke, City Attorney

MEMORANDUM

TO: City Council

FROM: Janna Walker, Budget Manager

SUBJECT: Adopting the 2026 City of Snoqualmie Property Tax Levy

DATE: November 10, 2025

SUMMARY

Per the requirements outlined in RCW 35A.33.050 and RCW 84.52.020, the City Council must annually approve an ordinance(s) estimating the "amounts to be raised by taxation on the assessed valuation" of property within the City and file the ordinance(s) with the county clerk on or before the thirtieth (30th) day of November.

BACKGROUND

Ordinance #1: The Property Tax Levy Ordinance

Annually, Council adopts an ordinance levying a "regular" property tax amount. The City of Snoqualmie ("City") uses the amount of regular property tax collected to fund important services such as police, fire, and parks and streets maintenance in addition to other necessities. If voters approve a bond that pledged property taxes as the source of repayment, then Council may need to levy an "excess" property tax amount within the same ordinance. The City does not currently levy any "excess" property taxes.

Ordinance #2: The Increase Ordinance

Furthermore, Council annually adopts a separate ordinance referred to as the "increase ordinance". The adoption of this ordinance would allow the City to increase the amount of regular property tax collected up to an "allowable percentage increase", or less, over the amount of regular property tax assessed in 2025. In the State of Washington, the increase in total property tax collected by the City is not based on the increasing value of property, but rather on the amount of property tax assessed citywide in the prior year ("last year's actual regular levy").

COUNCIL DECISIONS

The City of Snoqualmie Council must certify two ordinances before November 30th, 2025. Following certification, Finance will send the ordinances to the King County Assessor's Office for inclusion into a King County ordinance that requires passage. Prior to certification, Council will need to answer the following questions:

Question #1: Should the City of Snoqualmie increase the regular property tax levy amount **up to the allowable percentage increase, or less,** over the amount of regular property tax assessed in 2025 (the "increase ordinance")?

If Council decides to increase the regular property tax levy amount less than the allowable percentage increase, but greater than zero percent, then Council must still certify the "increase ordinance".

If Council declines to increase the regular property tax levy amount by any percentage (zero percent), then Council will need to answer the following conditional question:

Question #2: Should the City of Snoqualmie **"bank" the allowable percentage increase**?

If Council decides to "bank" or preserve the 2026 allowable percentage increase for future levying and use, then Council must certify an "increase ordinance" that states a zero percent increase. The adoption of this modified ordinance effectively allows the City of Snoqualmie to retain the ability to approve the 2026 allowable percentage increase in a future year.

CALCULATING THE 2026 PROPERTY TAX LEVY AMOUNT

The following information in the below table is subject to change. The King County Assessor's Office is still collecting data that may alter two values, the assessed valuation of new construction, and as a consequence, the overall assessed valuation for the City. In addition, the "increase in utility value" is completely unknown. It will not be known until the Washington State Department of Revenue releases the change in valuation of state-assessed utility infrastructure (power, gas distribution, cable, telephone, etc.) to the King County Assessor's Office in early December, well after the November 30th deadline. Therefore, to capture property tax from increases in utility infrastructure valuation, the City will insert a high estimate into the property tax levy ordinance. If the increase in utility value is determined to be less than estimated, the King County Assessor's Office will reduce the regular property tax amount appropriately. If Council passes an ordinance underestimating the increase in utility value, the King County Assessor's Office will not increase the regular property tax amount accordingly. This is because passage of the property tax levy ordinance represents the Council's commitment to a maximum "no more than" amount of regular property tax. The table below estimates the amount of property tax the City anticipates collecting in 2025 and compares the amount to the previous year.

	2025	2026
Last Year's Actual Regular Levy	$8,624,067	$8,722,581
Allowable Percentage Increase	0.89%	0.82%
Allowable Increase Amount	$76,504	$71,946
Increase in New Construction	$6,882	$10,077
Increase in Utility Value	$0	$86,430
Refunds	$15,128	$0
Regular Property Tax Amount[1]	**$8,722,581**	**$8,891,035**
Excess Property Tax Amount	**-**	**-**
Total City Property Tax Amount	**$8,722,581**	**$8,891,035**

[1] The estimated regular property tax amount for 2026 assumes passage of the increase ordinance with the 0.82% allowable percentage increase.

Last Year's Actual Regular Levy: Represents the amount of property tax actually levied in the previous year inclusive of any council approvals, new construction, increases in utility value, or refunds.

Allowable Percentage Increase: The allowable percentage increase authorized or proposed in the "increase ordinance" from last year's actual regular levy.

Allowable Increase Amount: If City of Snoqualmie Council passes the "increase ordinance" with a 0.82% allowable percentage increase, then the City can expect to collect an additional $71,946 in regular property taxes proportionally shared by property owners.

Increase in New Construction: This captures the construction or improvement of any property which resulted in an increase in the value of property. The City receives an amount equal to the increase in assessed value due to construction multiplied by the current year levy rate. The City of Snoqualmie expects at present time to collect $10,077 in property tax due to such construction improvements in 2025.

Increase in Utility Value: This captures the change in valuation of state-assessed utility infrastructure (power, gas distribution, cable, telephone, etc.). The City receives an amount equal to the increase in utility assessed value multiplied by the current year levy rate. Given the lack of information regarding this value until after the November 30th deadline to pass ordinances, the City has incorporated $86,430 into the table as an estimate, which is equal to a $50,000,000 increase in the valuation of state-assessed utility infrastructure. The last time the City exceeded $86,430 was in 2015, which was the last year that the City generated any significant increase in utility value.

Refunds: Tax refunds are made by King County for various reasons. Refunds are "reassessed" to the balance of taxpayers and represent an added revenue for the City.

Regular Property Tax Amount: The sum of last year's actual regular levy, levy increase amount, increase in new construction, increase in utility value, and any refunds. The City expects to collect $8,891,035 in 2026 from regular property tax. This represents a 1.93% increase over 2025 equal to $168,454. However, if the increase in utility value equals $0, then the City expects to collect $8,804,604 in 2026 regular property tax. This new value represents a 0.94% increase over 2025 property tax equal to $82,023.

Excess Property Tax Amount: The levy of additional taxes over and above the regular property tax amount. Voters in 2002 approved an excess levy to fund the construction of the fire station. In 2022, this bond was retired and the excess levy is no longer being collected.

Total City Property Tax Amount: The sum of the regular property tax and excess property tax amounts.

Total Assessed Valuation for the City of Snoqualmie:

The total assessed valuation for the City is critical to calculating the City's levy rate. Once the levy rate is known, then individual property owners can calculate their 2026 City property tax burden. The total assessed valuation for the City represents the summed value of all properties inside the boundaries of the City.

	2025	2026
City Assessed Valuation	$5,046,017,635	$5,318,786,954
Change from Previous Year	6.47%	5.41%

Between 2025 and 2026, the total assessed valuation for the City is anticipated to increase $272,769,319, equivalent to a 5.41% increase. However, if the increase in state-assessed utilities equals $0, then the City anticipates total assessed valuation increasing $222,769,319, equivalent to a 4.41% increase.

The Levy Rate for the City of Snoqualmie:

The City levy rate allows individual property owners to calculate how much they will owe the City in 2026 property taxes. The levy rate is determined by dividing the total City property tax amount by the City assessed valuation.

	2025	2026
Regular Property Tax Levy Rate Per $1,000/Assessed Value	$1.72860	$1.67108
Excess Property Tax Levy Rate Per $1,000/Assessed Value	-	-
Total Property Tax Levy Rate Per $1,000/Assessed Value	**$1.72860**	**$1.67108**

An increasing levy rate occurs when the percentage change in total assessed valuation minus the change in assessed valuation due to new construction and utility value is less than the proposed allowable levy percentage increase. That is, the 0.82% increase of $71,946 is diffused over a valuation of established properties that increased $222,769,319 (not including new construction and assuming no increase in state-assessed utilities).

CHANGES IN CONSTITUENT PROPERTY TAXES

Calculating the 2026 property tax levy amount is a complex endeavor. While this memorandum attempts to simplify where possible, it can be difficult to provide an immediate answer to a question you may receive from constituents and property owners:

How much will the property tax I pay go up (or down) in 2026?

The correct answer is that ***it depends***. Not only does it depend on the actions of Council, but also on the actions of other overlapping jurisdictions such as King County, the State of Washington, and the Snoqualmie Valley School District. In addition, to find an answer, we would need to calculate how the assessed valuation of your constituent's home or property changed relative to the change in assessed valuation for the City of Snoqualmie as a whole. It is possible that your constituent's property taxes may decrease despite an increase in their assessed valuation. For the City of Snoqualmie's portion of property tax, Finance has put together a model that can help you and your constituent answer this important question.

THE IMPACT OF THE ALLOWABLE LEVY PERCENTAGE INCREASE

The 0.82% allowable levy percentage increase is equal to $71,946. When divided by the total assessed valuation for the City, the 0.82% allowable levy percentage increase adds approximately $0.0159 per $1,000 of assessed valuation to the levy rate. The following table, while acknowledging the statements made in the previous section, estimates the annual contribution of the 0.82% increase to the property taxes of a homeowner with a certain 2026 assessed value.

Assessed Value of a Home	2025 Property Tax Increase
$500,000	$6.83
$600,000	$8.19
$700,000	$9.56
$800,000	$10.92
$900,000	$12.29
$1,000,000	$13.66
$1,100,000	$15.02
$1,200,000	$16.39
$1,300,000	$17.75
$1,400,000	$19.12
$1,500,000	$20.48

RECOMMENDATION

The City of Snoqualmie uses the amount of regular property tax collected to fund important services such as police, fire, and parks and streets maintenance in addition to other necessities. Given the inclusion of the allowable percentage increase in the development of the 2025-2026 Biennial Budget, the increase in consumer prices (i.e., inflation), the potential wage adjustments for the IAFF collective bargaining unit, and the end of the North Bend Police Services agreement, exercise of the 0.82% allowable percentage increase appears to be prudent.

Preliminary Worksheet 09.18.2025

TAXING DISTRICT **City of Snoqualmie** 2025 Levy for 2026 Taxes IPD:

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).

Year		Highest Lawful Levy Since 1985		Limit Factor/Max Increase 101%		
2025	8,707,453	x	1.01000	=	8,794,528

B. Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).

A.V.		Last Year's Levy Rate				
5,828,191	*	1.72899	÷	1,000	=	10,077

C. Tax Increment finance area increment AV increase (RCW 84.55.010(1)€) (value included in B & D cannot be included in C)

A.V.		Last Year's Levy Rate				
0	*	1.72899	÷	1,000	=	0

D. Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).

Current Year's A.V.		Previous Year's A.V.				
0	-	233,384,220	=	0		

Remainder from Line D		Last Year's Levy Rate				
0	*	1.72899	÷	1,000	=	0

E. 1st Year Lid Lift & Limit Factor>1%

F. Regular property tax limit: A+B+C+D+E = 8,804,604

Parts G through I are used in calculating the additional levy limit due to annexation.

G. To find the rate to be used in H, take the levy limit as shown in Line F above and divide it by the current assessed value of the district, excluding the annexed area.

Total in Line F		Assessed Value Less Annexed AV				
8,804,604	÷	5,268,786,954	*	1,000	=	1.67108

H. Annexed area's current assessed value including new construction and improvements, times the rate in Line G.

Annexed Area's A.V.		Annexation Rate				
0	*	1.67108	÷	1,000	=	0

I. Regular property tax limit including annexation F+H = 8,804,604

J. **Statutory maximum calculation**

Only enter fire/RFA rate, library rate, & firefighter pension fund rate for cities annexed to a fire/RFA or library or has a firefighter pension fund.

District base levy rate		Fire Rate		Library Rate		Firefighter Pension Fund		Statutory Rate Limit
3.60000	-		-	0.24150	+	0.00000	=	3.35850

Regular Levy AV		Reg Statutory Rate Limit				Statutory Amount
5,268,786,954	*	3.35850	÷	1,000	=	**17,695,221**

K. **Highest Lawful Levy For This Tax Year** (Lesser of I and J) = **8,804,604**

L. **New highest lawful levy since 1985** (Lesser of I minus C and J, unless A (before limit factor increase) is greater, then A **8,804,604**

M.	Lesser of J and K	8,804,604
N.	Refunds	0
O.	**Total: M+N** (unless stat max)	**8,804,604**
P.	**Levy Corrections** Year of Error: ____ Did the district cause the error?	
	1. Minus amount over levied (if applicable)	0
	2. Plus amount under levied (if applicable)	0
Q.	**Total Allowable Levy**	**8,804,604**

R.	**Tax Base For Regular Levy**		
	1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy)		5,268,786,954
S.	**Tax Base for Excess, Voted Bond Levies and Sr Exempt Lid Lifts**		
	2. Excess AV		5,247,231,674
	3. Plus Timber Assessed Value (TAV)		0
	4. Tax base for excess and voted bond levies	(2+3)	5,247,231,674

T.	**Increase Information**	
	1. Levy rate based on allowable levy	1.67108
	2. Last year's ACTUAL regular levy	8,722,581
	3. Dollar Increase over last year other than New Construction (-) Annexation	71,946
	4. Percent Increase over last year other than New Construction (-) Annexation	0.82483%

Council Agenda Bill

AB Number

AB25-105

Agenda Bill Information

Title *

Property Tax Levy Ordinance

Action *

Motion

Council Agenda Section

Ordinance

Council Meeting Date *

11/24/2025

Staff Member

Janna Walker

Department *

Finance

Committee

Finance and Administration

Committee Date

11/04/2025

Exhibits

Packet Attachments - if any

x3 King County Worksheet.pdf	361.57KB
x1 Ordinance.docx	25.92KB
x2 Property Tax Report.docx	62.3KB

Summary

Introduction *

Brief summary.

Annually, Council adopts an ordinance levying a “regular” property tax amount, as described in RCW 35A.33.050 and RCW 84.52.020. The City of Snoqualmie (“City”) uses the amount of regular property tax collected to fund important services such as police, fire, and parks and streets maintenance in addition to other necessities.

Proposed Motion

Move to approve Ordinance 1310 levying regular property taxes for the fiscal year commencing January 1, 2026.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The property tax levy ordinance and its companion, the increase ordinance, are completed every year to allow the City to receive this revenue and any proposed increases.

Analysis*

The City of Snoqualmie ("City") requires a 2026 regular levy in the amount of $8,891,035 which includes an increase in property tax revenue from the previous year, amounts resulting from the addition of new construction and improvements to property, increases in the value of state-assessed property, amounts authorized by law as a result of any annexations, and refunds made by King County.

Please see the attached exhibit entitled "2026 Property Tax Report."

Budgetary Status*

This action will bring in additional revenue.

Budget Summary

Property taxes are a significant source of revenue for the General Fund (#001) and have been incorporated into the 2025-2026 Biennial Budget. Please see Exhibit 2 “2026 Property Tax Report” for more information.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested

Fiscal Impact Screenshot

ORDINANCE NO. 1310

AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON LEVYING REGULAR PROPERTY TAXES FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, ON ALL PROPERTY BOTH REAL AND PERSONAL, IN SAID CITY WHICH IS SUBJECT TO TAXATION, FOR THE PURPOSE OF PROVIDING SUFFICIENT REVENUE TO COVER DEPARTMENTAL OPERATIONS OF SAID CITY FOR THE ENSUING YEAR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Snoqualmie is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, a duly noticed public hearing was held on November 10, 2025, during its regularly scheduled, open City Council meeting to consider the City's current expense budget (also known as "General Fund") for the 2026 calendar year and possible increases in property tax revenues to the same; and

WHEREAS, the City Council of the City of Snoqualmie, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Snoqualmie requires a regular levy in the amount of $8,891,035, which includes an increase in regular property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the district and in its best interest.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Snoqualmie, Washington, as follows:

Section 1. Regular Property Tax Levy. The regular property tax levy is hereby authorized in the amount of **$8,891,035**, which amount shall be levied in the year 2025 and be payable and collectable in the year 2026.

Section 2. Certification of Ordinance to King County Council. This ordinance shall be certified to the King County Council, as provided by law, and the taxes herein levied shall be collected and paid to the Director of Finance of the City of Snoqualmie at the time and in the manner provided by the laws of the State of Washington for collection of taxes for non-chartered code cities.

Section 3. Effective Date. This ordinance shall be effective five days after publication as provided by law.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering anti section/subsection numbering.

Section 5. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

ATTEST:

_____
Deana Dean, City Clerk

APPROVED AS TO FORM:

_____
Dena Burke, City Attorney

MEMORANDUM

TO: City Council

FROM: Janna Walker, Budget Manager

SUBJECT: Adopting the 2026 City of Snoqualmie Property Tax Levy

DATE: November 10, 2025

SUMMARY

Per the requirements outlined in RCW 35A.33.050 and RCW 84.52.020, the City Council must annually approve an ordinance(s) estimating the "amounts to be raised by taxation on the assessed valuation" of property within the City and file the ordinance(s) with the county clerk on or before the thirtieth (30th) day of November.

BACKGROUND

Ordinance #1: The Property Tax Levy Ordinance

Annually, Council adopts an ordinance levying a "regular" property tax amount. The City of Snoqualmie ("City") uses the amount of regular property tax collected to fund important services such as police, fire, and parks and streets maintenance in addition to other necessities. If voters approve a bond that pledged property taxes as the source of repayment, then Council may need to levy an "excess" property tax amount within the same ordinance. The City does not currently levy any "excess" property taxes.

Ordinance #2: The Increase Ordinance

Furthermore, Council annually adopts a separate ordinance referred to as the "increase ordinance". The adoption of this ordinance would allow the City to increase the amount of regular property tax collected up to an "allowable percentage increase", or less, over the amount of regular property tax assessed in 2025. In the State of Washington, the increase in total property tax collected by the City is not based on the increasing value of property, but rather on the amount of property tax assessed citywide in the prior year ("last year's actual regular levy").

COUNCIL DECISIONS

The City of Snoqualmie Council must certify two ordinances before November 30th, 2025. Following certification, Finance will send the ordinances to the King County Assessor's Office for inclusion into a King County ordinance that requires passage. Prior to certification, Council will need to answer the following questions:

Question #1: Should the City of Snoqualmie increase the regular property tax levy amount **up to the allowable percentage increase, or less,** over the amount of regular property tax assessed in 2025 (the "increase ordinance")?

If Council decides to increase the regular property tax levy amount less than the allowable percentage increase, but greater than zero percent, then Council must still certify the "increase ordinance".

If Council declines to increase the regular property tax levy amount by any percentage (zero percent), then Council will need to answer the following conditional question:

Question #2: Should the City of Snoqualmie **"bank" the allowable percentage increase**?

If Council decides to "bank" or preserve the 2026 allowable percentage increase for future levying and use, then Council must certify an "increase ordinance" that states a zero percent increase. The adoption of this modified ordinance effectively allows the City of Snoqualmie to retain the ability to approve the 2026 allowable percentage increase in a future year.

CALCULATING THE 2026 PROPERTY TAX LEVY AMOUNT

The following information in the below table is subject to change. The King County Assessor's Office is still collecting data that may alter two values, the assessed valuation of new construction, and as a consequence, the overall assessed valuation for the City. In addition, the "increase in utility value" is completely unknown. It will not be known until the Washington State Department of Revenue releases the change in valuation of state-assessed utility infrastructure (power, gas distribution, cable, telephone, etc.) to the King County Assessor's Office in early December, well after the November 30th deadline. Therefore, to capture property tax from increases in utility infrastructure valuation, the City will insert a high estimate into the property tax levy ordinance. If the increase in utility value is determined to be less than estimated, the King County Assessor's Office will reduce the regular property tax amount appropriately. If Council passes an ordinance underestimating the increase in utility value, the King County Assessor's Office will not increase the regular property tax amount accordingly. This is because passage of the property tax levy ordinance represents the Council's commitment to a maximum "no more than" amount of regular property tax. The table below estimates the amount of property tax the City anticipates collecting in 2025 and compares the amount to the previous year.

	2025	2026
Last Year's Actual Regular Levy	$8,624,067	$8,722,581
Allowable Percentage Increase	0.89%	0.82%
Allowable Increase Amount	$76,504	$71,946
Increase in New Construction	$6,882	$10,077
Increase in Utility Value	$0	$86,430
Refunds	$15,128	$0
Regular Property Tax Amount[1]	**$8,722,581**	**$8,891,035**
Excess Property Tax Amount	**-**	**-**
Total City Property Tax Amount	**$8,722,581**	**$8,891,035**

[1] The estimated regular property tax amount for 2026 assumes passage of the increase ordinance with the 0.82% allowable percentage increase.

Last Year's Actual Regular Levy: Represents the amount of property tax actually levied in the previous year inclusive of any council approvals, new construction, increases in utility value, or refunds.

Allowable Percentage Increase: The allowable percentage increase authorized or proposed in the "increase ordinance" from last year's actual regular levy.

Allowable Increase Amount: If City of Snoqualmie Council passes the "increase ordinance" with a 0.82% allowable percentage increase, then the City can expect to collect an additional $71,946 in regular property taxes proportionally shared by property owners.

Increase in New Construction: This captures the construction or improvement of any property which resulted in an increase in the value of property. The City receives an amount equal to the increase in assessed value due to construction multiplied by the current year levy rate. The City of Snoqualmie expects at present time to collect $10,077 in property tax due to such construction improvements in 2025.

Increase in Utility Value: This captures the change in valuation of state-assessed utility infrastructure (power, gas distribution, cable, telephone, etc.). The City receives an amount equal to the increase in utility assessed value multiplied by the current year levy rate. Given the lack of information regarding this value until after the November 30th deadline to pass ordinances, the City has incorporated $86,430 into the table as an estimate, which is equal to a $50,000,000 increase in the valuation of state-assessed utility infrastructure. The last time the City exceeded $86,430 was in 2015, which was the last year that the City generated any significant increase in utility value.

Refunds: Tax refunds are made by King County for various reasons. Refunds are "reassessed" to the balance of taxpayers and represent an added revenue for the City.

Regular Property Tax Amount: The sum of last year's actual regular levy, levy increase amount, increase in new construction, increase in utility value, and any refunds. The City expects to collect $8,891,035 in 2026 from regular property tax. This represents a 1.93% increase over 2025 equal to $168,454. However, if the increase in utility value equals $0, then the City expects to collect $8,804,604 in 2026 regular property tax. This new value represents a 0.94% increase over 2025 property tax equal to $82,023.

Excess Property Tax Amount: The levy of additional taxes over and above the regular property tax amount. Voters in 2002 approved an excess levy to fund the construction of the fire station. In 2022, this bond was retired and the excess levy is no longer being collected.

Total City Property Tax Amount: The sum of the regular property tax and excess property tax amounts.

Total Assessed Valuation for the City of Snoqualmie:

The total assessed valuation for the City is critical to calculating the City's levy rate. Once the levy rate is known, then individual property owners can calculate their 2026 City property tax burden. The total assessed valuation for the City represents the summed value of all properties inside the boundaries of the City.

	2025	2026
City Assessed Valuation	$5,046,017,635	$5,318,786,954
Change from Previous Year	6.47%	5.41%

Between 2025 and 2026, the total assessed valuation for the City is anticipated to increase $272,769,319, equivalent to a 5.41% increase. However, if the increase in state-assessed utilities equals $0, then the City anticipates total assessed valuation increasing $222,769,319, equivalent to a 4.41% increase.

The Levy Rate for the City of Snoqualmie:

The City levy rate allows individual property owners to calculate how much they will owe the City in 2026 property taxes. The levy rate is determined by dividing the total City property tax amount by the City assessed valuation.

	2025	2026
Regular Property Tax Levy Rate Per $1,000/Assessed Value	$1.72860	$1.67108
Excess Property Tax Levy Rate Per $1,000/Assessed Value	-	-
Total Property Tax Levy Rate Per $1,000/Assessed Value	**$1.72860**	**$1.67108**

An increasing levy rate occurs when the percentage change in total assessed valuation minus the change in assessed valuation due to new construction and utility value is less than the proposed allowable levy percentage increase. That is, the 0.82% increase of $71,946 is diffused over a valuation of established properties that increased $222,769,319 (not including new construction and assuming no increase in state-assessed utilities).

CHANGES IN CONSTITUENT PROPERTY TAXES

Calculating the 2026 property tax levy amount is a complex endeavor. While this memorandum attempts to simplify where possible, it can be difficult to provide an immediate answer to a question you may receive from constituents and property owners:

How much will the property tax I pay go up (or down) in 2026?

The correct answer is that ***it depends***. Not only does it depend on the actions of Council, but also on the actions of other overlapping jurisdictions such as King County, the State of Washington, and the Snoqualmie Valley School District. In addition, to find an answer, we would need to calculate how the assessed valuation of your constituent's home or property changed relative to the change in assessed valuation for the City of Snoqualmie as a whole. It is possible that your constituent's property taxes may decrease despite an increase in their assessed valuation. For the City of Snoqualmie's portion of property tax, Finance has put together a model that can help you and your constituent answer this important question.

THE IMPACT OF THE ALLOWABLE LEVY PERCENTAGE INCREASE

The 0.82% allowable levy percentage increase is equal to $71,946. When divided by the total assessed valuation for the City, the 0.82% allowable levy percentage increase adds approximately $0.0159 per $1,000 of assessed valuation to the levy rate. The following table, while acknowledging the statements made in the previous section, estimates the annual contribution of the 0.82% increase to the property taxes of a homeowner with a certain 2026 assessed value.

Assessed Value of a Home	2025 Property Tax Increase
$500,000	$6.83
$600,000	$8.19
$700,000	$9.56
$800,000	$10.92
$900,000	$12.29
$1,000,000	$13.66
$1,100,000	$15.02
$1,200,000	$16.39
$1,300,000	$17.75
$1,400,000	$19.12
$1,500,000	$20.48

RECOMMENDATION

The City of Snoqualmie uses the amount of regular property tax collected to fund important services such as police, fire, and parks and streets maintenance in addition to other necessities. Given the inclusion of the allowable percentage increase in the development of the 2025-2026 Biennial Budget, the increase in consumer prices (i.e., inflation), the potential wage adjustments for the IAFF collective bargaining unit, and the end of the North Bend Police Services agreement, exercise of the 0.82% allowable percentage increase appears to be prudent.

Preliminary Worksheet 09.18.2025

TAXING DISTRICT **City of Snoqualmie** 2025 Levy for 2026 Taxes IPD:

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).

Year		Highest Lawful Levy Since 1985		Limit Factor/Max Increase 101%		
2025	8,707,453	x	1.01000	=	8,794,528

B. Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).

A.V.		Last Year's Levy Rate				
5,828,191	*	1.72899	÷	1,000	=	10,077

C. Tax Increment finance area increment AV increase (RCW 84.55.010(1)€) (value included in B & D cannot be included in C)

A.V.		Last Year's Levy Rate				
0	*	1.72899	÷	1,000	=	0

D. Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).

Current Year's A.V.		Previous Year's A.V.		
0	-	233,384,220	=	0

Remainder from Line D		Last Year's Levy Rate				
0	*	1.72899	÷	1,000	=	0

E. 1st Year Lid Lift & Limit Factor>1%

F. Regular property tax limit: A+B+C+D+E = 8,804,604

Parts G through I are used in calculating the additional levy limit due to annexation.

G. To find the rate to be used in H, take the levy limit as shown in Line F above and divide it by the current assessed value of the district, excluding the annexed area.

Total in Line F		Assessed Value Less Annexed AV				
8,804,604	÷	5,268,786,954	*	1,000	=	1.67108

H. Annexed area's current assessed value including new construction and improvements, times the rate in Line G.

Annexed Area's A.V.		Annexation Rate				
0	*	1.67108	÷	1,000	=	0

I. Regular property tax limit including annexation F+H = 8,804,604

J. **Statutory maximum calculation**

Only enter fire/RFA rate, library rate, & firefighter pension fund rate for cities annexed to a fire/RFA or library or has a firefighter pension fund.

District base levy rate		Fire Rate		Library Rate		Firefighter Pension Fund		Statutory Rate Limit
3.60000	-		-	0.24150	+	0.00000	=	3.35850

Regular Levy AV		Reg Statutory Rate Limit				
5,268,786,954	*	3.35850	÷	1,000	=	**17,695,221** Statutory Amount

K. **Highest Lawful Levy For This Tax Year** (Lesser of I and J) = **8,804,604**

L. **New highest lawful levy since 1985** (Lesser of I minus C and J, unless A (before limit factor increase) is greater, then A **8,804,604**

M.	Lesser of J and K	8,804,604
N.	Refunds	0
O.	**Total: M+N** (unless stat max)	**8,804,604**
P.	**Levy Corrections** Year of Error: ____ Did the district cause the error?	
	1. Minus amount over levied (if applicable)	0
	2. Plus amount under levied (if applicable)	0
Q.	**Total Allowable Levy**	**8,804,604**

R.	**Tax Base For Regular Levy**		
	1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy)		5,268,786,954
S.	**Tax Base for Excess, Voted Bond Levies and Sr Exempt Lid Lifts**		
	2. Excess AV		5,247,231,674
	3. Plus Timber Assessed Value (TAV)		0
	4. Tax base for excess and voted bond levies	(2+3)	5,247,231,674

T.	**Increase Information**	
	1. Levy rate based on allowable levy	1.67108
	2. Last year's ACTUAL regular levy	8,722,581
	3. Dollar Increase over last year other than New Construction (-) Annexation	71,946
	4. Percent Increase over last year other than New Construction (-) Annexation	0.82483%

Council Agenda Bill

AB Number

AB25-107

Agenda Bill Information

Title *

2025-2026 Mid-Biennium Amendment

Action *

Motion

Council Agenda Section

Ordinance

Council Meeting Date *

11/24/2025

Staff Member

Janna Walker

Department *

Finance

Committee

Finance and Administration

Committee Date

11/04/2025

Exhibits

Packet Attachments - if any

x01 Amendment Ordinance.docx	99.38KB
x02 Amendment Request Table.pdf	270.39KB
x03 2025 Reconciliation Table.pdf	365.77KB
x04 2026 Reconciliation Table.pdf	353.02KB
x05 Ordinance Table & Totals Comparison.pdf	523.22KB
x06 10-Year Forecast Table & Chart.pdf	513.64KB
x07 Proposed Staffing Table.pdf	226.06KB
x08 North Bend Amendment Detail.pdf	345.32KB
x09 North Bend Amendment Detail by Department.pdf	136.91KB
x10 Utility Rate Study Amendment Detail.pdf	574.75KB

Summary

Introduction *

Brief summary.

The purpose of this ordinance is to amend the 2025-2026 Biennial Budget to provide the City with the appropriation necessary to account for the dissolution of the North Bend Police Services Agreement, the

adoption of the Utility Rate Study, City expenditures rising at a pace greater than inflation, project amendments, and other various expenditures throughout the City.

Proposed Motion

Move to approve Ordinance 1309 amending the 2025-2026 biennial budget.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The 2025-2026 Biennial Budget was adopted by Ordinance No. 1296 on October 3, 2024. Administration is requesting a net reduction in appropriation of $16,139,143. The adjustment will also include a reduction of revenue totaling $19,764,836.

Analysis *

Please see the following attachments for detailed information regarding the proposed Mid-biennium amendment, as described below.

Attachment #1: the Amendment Ordinance;
Attachment #2: the Proposed Amendment Request Table describing the amendments and appropriation increases requested, the funds and functional classifications impacted;
Attachment #3: the 2025 Reconciliation Table; which helps to reconcile the amendment request table to the ordinance;
Attachment #4: the 2026 Reconciliation Table, which helps to reconcile the amendment request table to the ordinance;
Attachment #5: a Budget Ordinance Table and Budget Totals table showcasing the difference between the original 2025-26 Biennial Budget and the proposed amendments; and
Attachment #6: the updated 10-year Forecast and its accompanying chart.

North Bend Police Services ILA Dissolution (Amendment #1) Attachments
Attachment #7: Proposed Staffing Chart;
Attachment #8: a chart showing how each fund and functional classification are affected by the change; and
Attachment #9: a detailed look at the impact to the Fire Department.

Utility Rate Study Adjustments (Amendment #10) Attachment
Attachment #10: the detail of the Utility Rate Study Adjustments and further adjustments that will ensure a sufficient ending fund balance within Utility Capital (#417).

Budgetary Status *

This action has complex budgetary implications.

Budget Summary

The 2025-2026 Mid-Biennium amendment ordinance, as provided for in this agenda bill, authorizes the City of Snoqualmie to spend or transfer amounts no more than $82,400,165 in 2025 and $75,894,835 in 2026 for a total of $158,295,000 across all funds and functional classifications.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
-$16,139,143.00	$174,434,143.00	-$16,139,143.00

Fiscal Impact Screenshot

ORDINANCE NO. 1309

AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON, AMENDING THE 2025-2026 BIENNIAL BUDGET; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Snoqualmie is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington; and

WHEREAS, pursuant to RCW 35A.34.040 the City is authorized to establish by ordinance a two-year fiscal biennium budget cycle for the City; and

WHEREAS, the City Council passed Ordinance No. 1296 establishing a two-year fiscal biennial budget; and

WHEREAS, the City Council wishes to modify and amend the 2025-2026 biennial budget to cover expenditures and changes not reasonably foreseen in Ordinance No. 1296; and

WHEREAS, a duly noticed public hearing was held on November 10, 2025 during its regularly scheduled, open City Council meeting.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Snoqualmie, Washington, as follows:

Section 1. Biennial Budget Amended. The City of Snoqualmie biennial budget for the 2025-2026 fiscal biennium, as determined after hearings and placed into final form and content, is hereby amended by reference as set forth in Sections 2, 4, and 6.

Section 2. Fund Budget Summary Form. Pursuant to RCW 35A.34.120, the totals of estimated sources and appropriations for each separate fund, and the aggregate totals for all such funds combined, are set forth in summary form on page 3 of this ordinance, and are

hereby appropriated for use at the fund level during the 2025-2026 biennium, with the exception of the City's capital funds (Non-Utilities Capital Fund #310, Enterprise Resource Planning Project Fund #350, and Utilities Capital Fund #417).

Proposed 2025-2026 Biennial Budget Ordinance Table

Fund #	Fund Name	Est. 2025 Beginning Fund Balance	Est. 2025 Sources	Est. 2025 Uses	Est. 2025 Ending Fund Balance	Est. 2026 Sources	Est. 2026 Uses	Est. 2026 Ending Fund Balance	Total 2025-2026 Est. Sources	Total 2025-2026 Uses (Appropriation)
001	General Fund	$ 2,527,062	$ 21,271,514		$ 2,495,439	$ 21,813,256		$ 2,942,710	$ 43,084,770	
	Administrative Departments[1]			$ 5,361,787			$ 5,139,239			$ 10,501,026
	Police (Snoqualmie)			$ 4,989,413			$ 5,178,509			$ 10,167,922
	Fire & Emergency Management			$ 4,669,605			$ 4,875,246			$ 9,544,851
	Parks & Streets Maintenance			$ 3,101,173			$ 3,330,753			$ 6,431,926
	Community Development[2]			$ 2,157,767			$ 1,939,268			$ 4,097,035
	Non-Departmental[3]			$ 1,023,392			$ 902,970			$ 1,926,362
002	Reserve Fund	$ 3,118,281	$ 91,000	$ -	$ 3,209,281	$ 84,000	$ -	$ 3,293,281	$ 175,000	$ -
	Total General Fund	**$ 5,645,343**	**$ 21,362,514**	**$ 21,303,137**	**$ 5,704,720**	**$ 21,897,256**	**$ 21,365,985**	**$ 6,235,991**	**$ 43,259,770**	**$ 42,669,122**
012	Arts Activities Fund	$ 50,739	$ 49,763	$ 37,180	$ 63,322	$ 12,857	$ 38,389	$ 37,790	$ 62,620	$ 75,569
014	North Bend Police Services Fund	$ 37,788	$ 2,820,972	$ 2,832,810	$ 25,950	$ 883,575	$ 904,100	$ 5,425	$ 3,704,547	$ 3,736,910
018	Deposits Reimbursement Control Fund	$ 21,266	$ 20,585	$ 41,851	$ -	$ 20,525	$ 20,525	$ -	$ 41,110	$ 62,376
020	School Impact Fee Fund	$ -	$ 200,000	$ 200,000	$ -	$ 200,000	$ 200,000	$ -	$ 400,000	$ 400,000
	Total Managerial Funds	**$ 109,793**	**$ 3,091,320**	**$ 3,111,841**	**$ 89,272**	**$ 1,116,957**	**$ 1,163,014**	**$ 43,215**	**$ 4,208,277**	**$ 4,274,855**
110	Tourism Promotion Fund	$ 9,866	$ 33,600	$ 30,000	$ 13,466	$ 34,507	$ 30,000	$ 17,973	$ 68,107	$ 60,000
118	Drug Enforcement Fund	$ 39,085	$ 901	$ 3,000	$ 36,986	$ 809	$ -	$ 37,795	$ 1,710	$ 3,000
123	Opioid Settlement Fund	$ 71,335	$ 15,966	$ -	$ 87,301	$ 16,732	$ -	$ 104,033	$ 32,698	$ -
131	Affordable Housing Fund	$ 1,725,925	$ 398,936	$ -	$ 2,124,861	$ 414,290	$ -	$ 2,539,151	$ 813,226	$ -
144	Home Elevations Fund	$ -	$ 500,000	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000	$ 500,000
	Total Special Revenue Funds	**$ 1,846,211**	**$ 949,403**	**$ 533,000**	**$ 2,262,614**	**$ 466,338**	**$ 30,000**	**$ 2,698,952**	**$ 1,415,741**	**$ 563,000**
310	Non-Utilities Capital Fund[4]	$ 20,095,791	$ 5,441,708	$ 19,530,931	$ 6,006,568	$ 14,102,500	$ 18,264,193	$ 1,844,875	$ 19,544,208	$ 37,795,124
350	Enterprise Resource Planning Project Fund	$ 483,958	$ 161,000	$ 349,958	$ 295,000	$ 5,000	$ 300,000	$ -	$ 166,000	$ 649,958
	Total Capital Funds	**$ 20,579,749**	**$ 5,602,708**	**$ 19,880,889**	**$ 6,301,568**	**$ 14,107,500**	**$ 18,564,193**	**$ 1,844,875**	**$ 19,710,208**	**$ 38,445,082**
401	Water Operations Fund	$ 1,055,284	$ 5,659,125	$ 5,417,424	$ 1,296,985	$ 5,968,393	$ 5,974,502	$ 1,290,876	$ 11,627,518	$ 11,391,926
402	Wastewater Operations Fund	$ 819,934	$ 6,774,482	$ 6,606,836	$ 987,580	$ 7,211,254	$ 7,204,882	$ 993,952	$ 13,985,736	$ 13,811,718
403	Stormwater Operations Fund	$ 588,834	$ 3,170,982	$ 3,065,852	$ 693,964	$ 3,386,538	$ 3,462,694	$ 617,808	$ 6,557,520	$ 6,528,546
417	Utilities Capital Fund[4]	$ 4,999,190	$ 14,380,223	$ 15,709,288	$ 3,670,125	$ 11,126,373	$ 12,138,472	$ 2,658,026	$ 25,506,596	$ 27,847,760
	Total Enterprise Funds	**$ 7,463,242**	**$ 29,984,812**	**$ 30,799,400**	**$ 6,648,654**	**$ 27,692,558**	**$ 28,780,550**	**$ 5,560,662**	**$ 57,677,370**	**$ 59,579,950**
501	Equipment Replacement & Repair Fund	$ 2,934,654	$ 2,781,563	$ 3,677,128	$ 2,039,089	$ 2,438,985	$ 2,724,508	$ 1,753,566	$ 5,220,548	$ 6,401,636
502	Information Technology Fund	$ 1,635,916	$ 2,397,819	$ 2,366,408	$ 1,667,327	$ 2,365,155	$ 2,493,841	$ 1,538,641	$ 4,762,974	$ 4,860,249
510	Facilities Maintenance Fund	$ 194,755	$ 723,059	$ 728,362	$ 189,452	$ 766,237	$ 772,744	$ 182,945	$ 1,489,296	$ 1,501,106
	Total Internal Service Funds	**$ 4,765,325**	**$ 5,902,441**	**$ 6,771,898**	**$ 3,895,868**	**$ 5,570,377**	**$ 5,991,093**	**$ 3,475,152**	**$ 11,472,818**	**$ 12,762,991**
	Total All Funds	**$ 40,409,663**	**$ 66,893,198**	**$ 82,400,165**	**$ 24,902,696**	**$ 70,850,986**	**$ 75,894,835**	**$ 19,858,847**	**$ 137,744,184**	**$ 158,295,000**

[1] Includes Mayor, City Council, Administration, City Attorney, City Clerk, Finance, and Communications

[2] Includes Planning, Developer-Reimbursed Expenditures, Building, and Events

[3] Includes Human Services, Court Services, etc.

[4] Appropriations for capital projects are established at the project level. The place holder amounts in Funds #310 and #417 are estimates as to the timing of spending, but do not represent the legal appropriation for projects and programs within these funds. See the budget ordinance for these continuing project appropriations and biennial program appropriations.

Section 3. Transfers Within Funds Authorized. Pursuant to RCW 35A.34.200(2), transfers between individual appropriations within any one fund of the 2025-2026 biennial budget may be made during the fiscal biennium by order of the Mayor; provided, however, that transfers between individual appropriations with the General Fund (Fund No. 001) may be made only within the functional classifications within the General Fund identified in the summary in Section 2 above.

Section 4. Capital Project Budget Summary Form. The totals of estimated sources and appropriations over the life of each capital project, that has or is anticipated to start before December 31, 2026, and the aggregate totals for all such capital projects combined, are set forth in summary form below and are hereby appropriated for use at the capital project level.

Capital Project Budget Table

Capital Project	Est. Life-of-Project Sources	Est. Life-of-Project Uses (Appropriation)
Meadowbrook Trail Project	$ 240,000	$ 240,000
Kimball Creek Bridges Restoration Project	$ 1,865,513	$ 1,865,513
384th Street Project - Non-Utilities Portion	$ 1,093,521	$ 1,093,521
Community Park Sprayground Project	$ 1,500,000	$ 1,500,000
Town Center Improvement Project - Phase III	$ 14,797,050	$ 14,797,050
Meadowbrook Bridge Restoration Project	$ 3,163,800	$ 3,163,800
Railroad Crossing Project	$ 2,144,500	$ 2,144,500
Rivertrail Project - NW of Sandy Cove Park	$ 3,607,751	$ 3,607,751
Rivertrail Project - Arboretum Trail	$ 1,709,700	$ 1,709,700
Police Station Facility Improvements Project	$ 345,000	$ 345,000
Fire Station Facility Improvement Project	$ 74,300	$ 74,300
Community Center Expansion Project	$ 30,226,669	$ 30,226,669
Server Improvement Project	$ 75,000	$ 75,000
Fiber Optic Backbone Replacement Project	$ 425,000	$ 425,000
Total Non-Utilities Capital Projects	**$ 61,267,804**	**$ 61,267,804**
384th Street Project - Utilities Portion	$ 2,780,913	$ 2,780,913
Water Reclamation Facility Improvement Project - Phase III	$ 17,090,340	$ 17,090,340
Pressure Zone Conversions Project	$ 237,930	$ 237,930
Pressure Reducing Valve (PRV) Stations Project	$ 244,110	$ 244,110
705 Zone Booster Pump Station Improvement Project	$ 592,250	$ 592,250
South Wellfield Improvement Project	$ 2,943,740	$ 2,943,740
Canyon Springs Improvement Project	$ 1,549,308	$ 1,549,308
Eagle Lake Water Reclamation Basin Improvement Project	$ 9,756,267	$ 9,756,267
Ridge Street Drainage Improvement Project	$ 346,080	$ 346,080
Kimball Creek Riparian Restoration Project	$ 2,365,910	$ 2,365,910
Sandy Cove Park Riverbank Restoration & Outfall Project	$ 4,537,566	$ 4,537,566
SR 202 Bridge Utility Main Replacement Project	$ 6,943,211	$ 6,943,211
Source of Supply Improvement Project	$ 1,548,000	$ 1,548,000
Business Park Lift Station Improvement Project	$ 98,850	$ 98,850
Total Utilities Capital Projects	**$ 51,034,475**	**$ 51,034,475**
Enterprise Resource Planning System Project	**$ 2,126,111**	**$ 2,126,111**
Total All Capital Projects	**$ 114,428,390**	**$ 114,428,390**

Section 5. Continuing Appropriation for Capital Projects Authorized.

Pursuant to RCW 35A.34.270, the appropriation in any fund for any capital project shall not lapse at the end of each fiscal biennium but shall be carried forward from biennium to biennium until fully expended or the purpose has been accomplished or abandoned, without necessity of reappropriation.

Section 6. Capital Program and Debt Service Budget Summary Form.

The totals of estimated sources and appropriations for each capital or debt service program and transfer during the 2025-2026 biennium, and the aggregate totals for all such uses combined, are set forth in summary form below and are hereby appropriated for use at the capital and debt service program level.

Capital Program and Debt Service Budget Table

Capital or Debt Service Program	Est. 2025-2026 Sources	Est. 2025-2026 Uses (Appropriation)
Street Resurfacing Program	$ 1,125,020	$ 1,125,020
Sidewalk Improvement Program	$ 409,410	$ 409,410
Americans with Disabilities Act (ADA) Program	$ 159,881	$ 159,881
Complete Streets Improvement Program	$ 148,425	$ 148,425
Playgrounds Replacement Program	$ 689,424	$ 689,424
Trails Improvement Program	$ 134,029	$ 134,029
Sport Court Improvement Program	$ 58,471	$ 58,471
Parks Parking Lot Resurfacing Program	$ 134,806	$ 134,806
Parks Facilities Improvement Program	$ 85,683	$ 85,683
Riverfront Land Acquisitions & Demolitions Program	$ 850,000	$ 850,000
Environmental Improvement Program	$ 57,600	$ 57,600
Facilities Improvement Program	$ 551,014	$ 551,014
Total Non-Utilities Capital Programs	**$ 4,403,763**	**$ 4,403,763**
Non-Utilities Transfers	**$ 500,000**	**$ 500,000**
Non-Utilities Debt Service	**$ 174,000**	**$ 174,000**
Utility Main & Drainage System Replacement Program	$ 3,440,097	$ 3,440,097
Urban Forestry Improvement Program	$ 509,850	$ 509,850
Stormwater Pond Improvement Program	$ 365,400	$ 365,400
Total Utilities Capital Programs	**$ 4,315,347**	**$ 4,315,347**
Utilities Debt Service	**$ 5,984,443**	**$ 5,984,443**
Total All Capital and Debt Service Programs	**$ 15,377,553**	**$ 15,377,553**

Section 7. Transmittal of Budget. The City Clerk is hereby directed to transmit to the Office of the State Auditor and to the Association of Washington Cities a complete copy of the budget herein referred to as adopted.

Section 9. Effective Date. This ordinance shall be effective five days after publication as provided by law.

Section 10. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering anti section/subsection numbering.

Section 11. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

ATTEST:

_____
Deana Dean, City Clerk

APPROVED AS TO FORM:

_____
Dena Burke, City Attorney

2025-2026 Biennium Budget Amendments

Proposed Amendment Request Table

#	Amendment Request	Amendment Description	Department/ Division	Fund(s) or Functional Classification(s) Impacted	2025-26 Ongoing Appropriation Increase (Decrease) Requested	2025-26 One-time Appropriation Increase (Decrease) Requested	Offsetting Revenue Description
1A	North Bend Police Services ILA Dissolution	The intent of this amendment is to adjust General Fund expenditures and City-wide allocations to account for the closure of the North Bend Police Services Fund (#014) and the subsequent reduction in police and city-wide employees through position elimination and other such reductions.	Police Department	General Fund (#001), NB Police Services (#014), Non-Utility Capital (#310), Water (#401), Sewer (#402), Stormwater, (#403), Utility Capital (#417), ER&R (#501), IT (#502), Facilities (#510)	$ (7,747,875)	$ -	This amendment requires a decrease in revenue, to include $2.34 million in internal service charges and $4.62 million in North Bend Police Services revenue, and other reductions outlined in Attachments #7, #8, & #9.
1B	North Bend Police Services ILA Dissolution	This amendment allows sufficient appropriation for the City to pay the City of North Bend $240,000, in accordance with the agreement ending police services.	Equipment Replacement and Repair	ER&R (#501)	$ -	$ 240,000	This item will be paid from the ER&R Fund's capital reserves.
1C	Closure of the North Bend Police Services Fund	This amendment will establish a transfer from the North Bend Police Services Fund (#014) to the General Fund (#001) to enable closure of the Fund (#014).	North Bend Police Services	North Bend Police Services (#014)	$ -	$ 120,134	This transfer will be funded from any remaining fund balance within Fund #014.
2	Liability and Property Insurance	The goal of this budget amendment is to increase the budget for liability and property insurance, which have been growing at a combined rate of over 20% for the last three years, with 2025 being $63,336, or 8%, over budget and 2026 estimated at being $116,913, or 14% over budget. The remaining increase represents overhead charges to departments.	Administration	General Fund (#001), NB Police Services (#014), Non-Utility Capital (#310), Water (#401), Sewer (#402), Stormwater, (#403), Utility Capital (#417), ER&R (#501), IT (#502), Facilities (#510)	$ 254,140	$ -	Administration charges a portion of this expenditure to capital, utility and internal service funds as overhead. This overhead revenue totals $74k and is received into the General Fund (#001).
3	Worker's Compensation (L&I) Insurance	This amendment increases the budget for Worker's Compensation insurance. Over the last three years, these expenditures have increased by 52% for City public safety workers and 14% for other operating divisions.	General, Capital, Utility, and Internal Service Funds	General Fund (#001), NB Police Services (#014), Non-Utility Capital (#310), Water (#401), Sewer (#402), Stormwater, (#403), Utility Capital (#417), ER&R (#501), IT (#502), Facilities (#510)	$ 163,905	$ -	
4	Outside Legal Counsel Expenditures	This amendment relates to ongoing unexpected legal costs from a multitude of cases.	Administration	General Fund (#001)	$ -	$ 140,000	
5	Fire Department Health Insurance	The goal of this amendment is to adjust the budget for firefighter health insurance to account for five new firefighters who required higher levels of insurance than estimated within the 2025-26 Biennial Budget.	Fire & Emergency Management	General Fund (#001)	$ 37,846	$ -	
6	AED Replacement	The intent of this amendment is to purchase replacement automatic external defibrillators that have reached the end of their useful life.	Fire & Emergency Management	General Fund (#001)	$ -	$ 13,627	This appropriation will be reimbursed by a $19k grant from King County, which expires in 2025. A portion of the grant, $12k, was not included within the budget.
7	Splash Pad Operations	The opening of the City's new splash pad has resulted in costs above those estimated within the 2025-26 CIP. This amendment is intended to account for expenses that occurred above and beyond those estimated during 2025 and those expected in 2026.	Parks Maintenance	General Fund (#001)	$ 25,684	$ 10,294	
8	Public Defender Costs	Washington State Supreme Court Order 25700-A-1644, issued in 2025, caps the number of clients a defense attorney may represent. This limitation will begin in 2026. The goal of this amendment is to increase the budget to the amount estimated by our public defense firm.	Non-Departmental	General Fund (#001)	$ 57,930	$ -	None currently exists. However, a councilmanic public safety tax of 0.1% could be enacted to counteract this and other rising public safety costs.
9	Utility Fees Transfer	This amendment moves an estimated $500,000 of excess utility fees historically transferred to Non-Utility Capital (#310). These funds are being moved to Utility Capital (#417), including any interest earned during the period.	Non-Utility Capital	Non-Utility Capital (#310), Utility Capital (#417)	$ -	$ 500,000	
10	Utility Rate Study Adjustments	This goal of this amendment is to adjust Utility Operations revenues and transfers to Utility Capital to match the decisions made within the Utility Rate Study, adopted within within Ordinance 1303 on May 12, 2025, as well as ensure a sufficient ending fund balance within Utility Capital (#417).	Utility Operations and Utility Capital	Water (#401), Sewer (#402), Stormwater, (#403), Utility Capital (#417),	$ (11,236,370)	$ -	These reductions in transfers correlate to decreased revenues of $15.01 million, and include an increased reliance on debt financing within Utility Capital.
11	Stormwater System Plan	This amendment is intended to account for a $163,171 Stormwater System Plan contract with NHC, as described and approved in AB24-117 on October 28, 2024.	Stormwater Operations	Stormwater Operations (#403)	$ -	$ 77,471	
12	Project Amendment: Eagle Lake Reservoir and Loan	This amendment increases the project appropriation for the Eagle Lake Water Reclamation Basin Improvement Project, which was amended in AB25-059 on May 27, 2025.	Utility Capital	Utility Capital Fund (#417)	$ -	$ 1,105,220	This appropriation is associated with an increase in a Department of Ecology Loan of $2.24 million.
13A	Project Amendment: Water Reclamation Facility - Phase 3	As approved in AB25-085 on September 22, 2025, the intent of this amendment is to increase the WRF P3 (#417) project budget to include a contract amendment and an allowance for the amount that sales tax has increased since the start of this contract and project.	Utility Capital	Utility Capital Fund (#417)	$ -	$ 99,981	This appropriation will be funded by a decrease within the Utility Main & Drainage System Replacement Program.
13B	Project Amendment: Utility Main & Drainage System Replacement Program	As approved in AB25-085 on September 22, 2025, the intent of this amendment is to decrease the Utility Main & Drainage Replacement Program (#417) budget to support a WRF P3 amendment.	Utility Capital	Utility Capital Fund (#417)	$ -	$ (99,981)	
14	Business Park Lift Station Improvement Project	The goal of this amendment is to assign project funding to the Business Park Lift Station to begin design in anticipation of the Snoqualmie Valley Health expansion, as approved in AB25-079.	Utility Capital	Utility Capital Fund (#417)	$ -	$ 98,850	This appropriation will be funded by the Snoqualmie Valley Health expansion project.
				Total by Ongoing and One-time Appropriation =	**$ (18,444,740)**	**$ 2,305,596**	
				Total Combined Ongoing and One-time Appropriation =		**$ (16,139,144)**	

Note: Items highlighted blue affect the General Fund (#001) appropriation levels.

2025-2026 Biennium Budget Amendments

Proposed 2025 Fund Reconciliations (Reconciling the Amendment Request Table to Ordinance)

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
GENERAL FUND (#001)				
Adopted Budget	$ 1,184,187	$ 22,674,407	$ 22,010,591	$ 1,848,003
+ #0 - Opening Balance and Other Adjustments [1]	*$ 1,342,875*	*$ (845,601)*	*$ -*	*$ 497,274*
+ #1 - Administration: NB Police Services Revised Budget	*$ -*	*$ (596,773)*	*$ (497,375)*	*$ (99,398)*
+ #2 - Administration: Liability & Property Insurance	*$ -*	*$ 27,565*	*$ 63,336*	*$ (35,771)*
+ #3 - Administration: Workers' Compensation Insurance	*$ -*	*$ -*	*$ 603*	*$ (603)*
+ #4 - Administration: Outside Legal Counsel Expenditures	*$ -*	*$ -*	*$ 140,000*	*$ (140,000)*
Administration Subtotal =	***$ 1,342,875***	***$ (1,414,809)***	***$ (293,436)***	***$ 221,502***
+ #1 - Police Department: NB Police Services Revised Budget	*$ -*	*$ -*	*$ (4,845)*	*$ 4,845*
+ #3 - Police Department: Workers' Compensation Insurance	*$ -*	*$ -*	*$ 23,345*	*$ (23,345)*
Police Department Subtotal =	***$ -***	***$ -***	***$ 18,500***	***$ (18,500)***
+ #1 - Fire Department: NB Police Services Revised Budget	*$ -*	*$ -*	*$ (229,532)*	*$ 229,532*
+ #3 - Fire Department: Workers' Compensation Insurance	*$ -*	*$ -*	*$ 33,010*	*$ (33,010)*
+ #5 - Fire Department: Health Insurance	*$ -*	*$ -*	*$ 16,377*	*$ (16,377)*
+ #6 - Fire Department: AED Replacement	*$ -*	*$ 11,916*	*$ 13,627*	*$ (1,711)*
Fire Department Subtotal =	***$ -***	***$ 11,916***	***$ (166,518)***	***$ 178,434***
+ #1 - Parks & Streets Maint. - NB Police Services Revised Budget	*$ -*	*$ -*	*$ (139,557)*	*$ 139,557*
+ #3 - Parks & Streets Maint.: Workers' Compensation Insurance	*$ -*	*$ -*	*$ 3,418*	*$ (3,418)*
+ #7 - Parks & Streets Maintenance: Splashpad	*$ -*	*$ -*	*$ 23,136*	*$ (23,136)*
Parks & Streets Maintenance Subtotal =	***$ -***	***$ -***	***$ (113,003)***	***$ 113,003***
+ #1 - Community Development: NB Police Services Revised Budget	*$ -*	*$ -*	*$ (154,020)*	*$ 154,020*
+ #3 - Community Development: Workers' Compensation Insurance	*$ -*	*$ -*	*$ 1,023*	*$ (1,023)*
Community Development Subtotal =	*$ -*	*$ -*	*$ (152,997)*	*$ 152,997*
= Amended Budget	**$ 2,527,062**	**$ 21,271,514**	**$ 21,303,137**	**$ 2,495,439**
NORTH BEND POLICE SERVICES FUND (#014)				
Adopted Budget	$ 37,788	$ 4,080,755	$ 4,113,484	$ 5,059
+ #1 - NB Police Services Revised Budget	*$ -*	*$ (1,259,783)*	*$ (1,299,957)*	*$ 40,174*
+ #2 - Liability & Property Insurance	*$ -*	*$ -*	*$ 3,292*	*$ (3,292)*

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
+ #3 - Worker's Compensation Insurance	*$ -*	*$ -*	*$ 15,991*	*$ (15,991)*
= Amended Budget	**$ 37,788**	**$ 2,820,972**	**$ 2,832,810**	**$ 25,950**
NON-UTILITY CAPITAL FUND (#310)				
Adopted Budget	$ 20,095,791	$ 5,441,708	$ 19,044,154	$ 6,493,345
+ #1 - NB Police Services Revised Budget	*$ -*	*$ -*	*$ (14,900)*	*$ 14,900*
+ #2 - Liability & Property Insurance	*$ -*	*$ -*	*$ 642*	*$ (642)*
+ #3 - Worker's Compensation Insurance	*$ -*	*$ -*	*$ 1,035*	*$ (1,035)*
+ #9 - Utility Fees Transfer	*$ -*	*$ -*	*$ 500,000*	*$ (500,000)*
= Amended Budget	**$ 20,095,791**	**$ 5,441,708**	**$ 19,530,931**	**$ 6,006,568**
WATER OPERATIONS FUND (#401)				
Adopted Budget	$ 2,258,252	$ 6,588,360	$ 7,120,585	$ 1,726,027
+ #0 - Opening Balance and Other Adjustments [1]	$ (1,202,968)	$ -	$ -	$ (1,202,968)
+ #1 - NB Police Services Revised Budget	*$ -*	*$ -*	*$ (61,994)*	*$ 61,994*
+ #2 - Liability & Property Insurance	*$ -*	*$ -*	*$ 6,401*	*$ (6,401)*
+ #3 - Worker's Compensation Insurance	*$ -*	*$ -*	*$ 3,573*	*$ (3,573)*
+ #10 - Utility Rate Study Adjustments	*$ -*	*$ (929,235)*	*$ (1,651,141)*	*$ 721,906*
= Amended Budget	**$ 1,055,284**	**$ 5,659,125**	**$ 5,417,424**	**$ 1,296,985**
WASTEWATER OPERATIONS FUND (#402)				
Adopted Budget	$ 819,934	$ 8,374,737	$ 8,328,680.00	$ 865,991
+ #1 - NB Police Services Revised Budget	*$ -*	*$ -*	*$ (73,297)*	*$ 73,297*
+ #2 - Liability & Property Insurance	*$ -*	*$ -*	*$ 10,376*	*$ (10,376)*
+ #3 - Worker's Compensation Insurance	*$ -*	*$ -*	*$ 3,995*	*$ (3,995)*
+ #10 - Utility Rate Study Adjustments	*$ -*	*$ (1,600,255)*	*$ (1,662,919)*	*$ 62,664*
= Amended Budget	**$ 819,934**	**$ 6,774,482**	**$ 6,606,835**	**$ 987,581**
STORMWATER OPERATIONS FUND (#403)				
Adopted Budget	$ 588,834	$ 4,033,156	$ 4,218,373	$ 403,617
+ #1 - NB Police Services Revised Budget	*$ -*	*$ -*	*$ (46,894)*	*$ 46,894*
+ #2 - Liability & Property Insurance	*$ -*	*$ -*	*$ 1,667*	*$ (1,667)*
+ #3 - Worker's Compensation Insurance	*$ -*	*$ -*	*$ 2,538*	*$ (2,538)*

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
+ #10 - Utility Rate Study Adjustments	*$ -*	*$ (862,174)*	*$ (1,109,832)*	*$ 247,658*
= Amended Budget	**$ 588,834**	**$ 3,170,982**	**$ 3,065,852**	**$ 693,964**
UTILITY CAPITAL FUND (#417)				
Adopted Budget	$ 4,015,287	$ 18,163,395	$ 19,184,957	$ 2,993,725
+ #0 - Opening Balance and Other Adjustments[1]	*$ 983,903*	*$ -*	*$ -*	*$ 983,903*
+ #1 - NB Police Services Revised Budget	*$ -*	*$ -*	*$ (40,463)*	*$ 40,463*
+ #2 - Liability & Property Insurance	*$ -*	*$ -*	*$ 783*	*$ (783)*
+ #3 - Worker's Compensation Insurance	*$ -*	*$ -*	*$ 1,218*	*$ (1,218)*
+ #9 - Utility Fees Transfer	*$ -*	*$ 500,000*	*$ -*	*$ 500,000*
+ #10 - Utility Rate Study Adjustments	*$ -*	*$ (6,623,892)*	*$ (4,641,277)*	*$ (1,982,615)*
+ #12 - Eagle Lake Reclamation Basin Improvement Project[2]	*$ -*	*$ 2,241,870*	*$ 1,105,220*	*$ 1,136,650*
+ #13A - Water Reclamation Facility - Phase 3 (WRF P3): WRF P3[2]	*$ -*	*$ -*	*$ 99,981*	*$ (99,981)*
+ #13B - WRF P3: Utility Main & Drain[2]	*$ -*	*$ -*	*$ (99,981)*	*$ 99,981*
+ #14 - Business Park Lift Station Improvement Project[2]	*$ -*	*$ 98,850*	*$ 98,850*	*$ -*
= Amended Budget	**$ 4,999,190**	**$ 14,380,223**	**$ 15,709,288**	**$ 3,670,125**
EQUIPMENT REPLACMENT & REPAIR FUND (#501)				
Adopted Budget	$ 2,934,654	$ 2,886,570	$ 3,726,620	$ 2,094,604
+ #1 - NB Police Services Revised Budget	*$ -*	*$ (105,007)*	*$ (52,858)*	*$ (52,149)*
+ #2 - Liability & Property Insurance	*$ -*	*$ -*	*$ 2,443*	*$ (2,443)*
+ #3 - Worker's Compensation Insurance	*$ -*	*$ -*	*$ 922*	*$ (922)*
= Amended Budget	**$ 2,934,654**	**$ 2,781,563**	**$ 3,677,127**	**$ 2,039,090**
INFORMATION TECHNOLOGY FUND (#502)				
Adopted Budget	$ 1,635,916	$ 2,738,274	$ 2,710,099	$ 1,664,091
+ #1 - NB Police Services Revised Budget	*$ -*	*$ (340,455)*	*$ (345,369)*	*$ 4,914*
+ #2 - Liability & Property Insurance	*$ -*	*$ -*	*$ 1,498*	*$ (1,498)*
+ #3 - Worker's Compensation Insurance	*$ -*	*$ -*	*$ 180*	*$ (180)*
= Amended Budget	**$ 1,635,916**	**$ 2,397,819**	**$ 2,366,408**	**$ 1,667,327**
FACILITIES MAINTENANCE FUND (#510)				
Adopted Budget	$ 194,755	$ 779,655	$ 770,738	$ 203,672

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
+ #1 - NB Police Services Revised Budget	*$ -*	*$ (56,596)*	*$ (43,470)*	*$ (13,126)*
+ #2 - Liability & Property Insurance	*$ -*	*$ -*	*$ 463*	*$ (463)*
+ #3 - Worker's Compensation Insurance	*$ -*	*$ -*	*$ 632*	*$ (632)*
= Amended Budget	**$ 194,755**	**$ 723,059**	**$ 728,363**	**$ 189,451**
Total for all Amendments =	**$ 1,123,810**	**$ (10,339,570)**	**$ (9,990,106)**	**$ 774,346**

[1]These adjustments represent an increase or decrease in opening fund balance to actual amounts for funds with significant differences from the original budget ordinance. In addition, the General Fund (#001) adjustment shows a decrease in revenues, including $375 thousand for a Paper-to-Digital grant that is no longer expected and $471 thousand in a lawsuit settlement that was expected to be received in 2025 but was

[2]See the Capital Project Budget Table and Capital Program and Debt Service Budget Table within the budget ordinance for new project totals related to these items.

2025-2026 Biennium Budget Amendments

Proposed 2026 Fund Reconciliations (Reconciling the Amendment Request Table to Ordinance)

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
GENERAL FUND (#001)				
Adopted Budget	$ 1,848,003	$ 22,151,106	$ 21,810,576	$ 2,188,533
+ #0 - Opening Balance and Other Adjustments	*$ 497,274*	*$ -*	*$ -*	*$ 497,274*
+ #1A- Administration: NB Police Services Revised Budget	*$ (99,398)*	*$ (504,310)*	*$ (497,327)*	*$ (106,381)*
+ #2 - Administration: Liability & Property Insurance	*$ (35,771)*	*$ 46,326*	*$ 116,913*	*$ (106,358)*
+ #3 - Administration: Workers' Compensation Insurance	*$ (603)*	*$ -*	*$ 535*	*$ (1,138)*
+ #4 - Administration: Outside Legal Counsel Expenditures	*$ (140,000)*	*$ -*	*$ -*	*$ (140,000)*
Administration Subtotal =	***$ 221,502***	***$ (457,984)***	***$ (379,879)***	***$ 143,397***
+ #1A- Police Department: NB Police Services Revised Budget	*$ 4,845*	*$ -*	*$ 101,920*	*$ (97,075)*
+ #3 - Police Department: Workers' Compensation Insurance	*$ (23,345)*	*$ -*	*$ 23,141*	*$ (46,486)*
Police Department Subtotal =	***$ (18,500)***	***$ -***	***$ 125,061***	***$ (143,561)***
+ #1A- Fire Department: NB Police Services Revised Budget	*$ 229,532*	*$ -*	*$ (124,217)*	*$ 353,749*
+ #3 - Fire Department: Workers' Compensation Insurance	*$ (33,010)*	*$ -*	*$ 38,258*	*$ (71,268)*
+ #5 - Fire Department: Health Insurance	*$ (16,377)*	*$ -*	*$ 21,469*	*$ (37,846)*
+ #6 - Fire Department: AED Replacement	*$ (1,711)*	*$ -*	*$ -*	*$ (1,711)*
Fire Department Subtotal =	***$ 178,434***	***$ -***	***$ (64,490)***	***$ 242,924***
+ #1A- Parks & Streets Maint.: NB Police Services Revised Budget	*$ 139,557*	*$ -*	*$ (35,325)*	*$ 174,882*
+ #3 - Parks & Streets Maint.: Workers' Compensation Insurance	*$ (3,418)*	*$ -*	*$ 1,087*	*$ (4,505)*
+ #7 - Parks & Streets Maintenance: Splashpad	*$ (23,136)*	*$ -*	*$ 12,842*	*$ (35,978)*
Parks & Streets Maintenance Subtotal =	***$ 113,003***	***$ -***	***$ (21,396)***	***$ 134,399***
+ #1A- Community Development: NB Police Services Revised Budget	*$ 154,020*	*$ -*	*$ (162,198)*	*$ 316,218*
+ #3 - Community Development: Workers' Compensation Insurance	*$ (1,023)*	*$ -*	*$ 381*	*$ (1,404)*
Community Development Subtotal =	***$ 152,997***	***$ -***	***$ (161,817)***	***$ 314,814***
+ #1C - Closure of the NB Police Services Fund	*$ -*	*$ 120,134*	*$ -*	*$ 120,134*
+ #8 - Non-Departmental: Public Defender Costs	*$ -*	*$ -*	*$ 57,930*	*$ (57,930)*
Non-Departmental Subtotal =	*$ -*	*$ 120,134*	*$ 57,930*	*$ 62,204*
= Amended Budget	**$ 2,495,439**	**$ 21,813,256**	**$ 21,365,985**	**$ 2,942,710**
NORTH BEND POLICE SERVICES FUND (#014)				

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
Adopted Budget	$ 5,059	$ 4,243,575	$ 4,243,675	$ 4,959
+ #1A- NB Police Services Revised Budget	*$ 40,174*	*$ (3,360,000)*	*$ (3,465,694)*	*$ 145,868*
+ #1C - Closure of the NB Police Services Fund	*$ -*	*$ -*	*$ 120,134*	*$ (120,134)*
+ #2 -Liability & Property Insurance	*$ (3,292)*	*$ -*	*$ 1,519*	*$ (4,811)*
+ #3 - Worker's Compensation Insurance	*$ (15,991)*	*$ -*	*$ 4,466*	*$ (20,457)*
= Amended Budget	**$ 25,950**	**$ 883,575**	**$ 904,100**	**$ 5,425**
NON-UTILITY CAPITAL FUND (#310)				
Adopted Budget	$ 6,493,345	$ 14,102,500	$ 18,271,821	$ 2,324,024
+ #1A- NB Police Services Revised Budget	*$ 14,900*	*$ -*	*$ (9,140)*	*$ 24,040*
+ #2 -Liability & Property Insurance	*$ (642)*	*$ -*	*$ 1,185*	*$ (1,827)*
+ #3 - Worker's Compensation Insurance	*$ (1,035)*	*$ -*	*$ 326*	*$ (1,361)*
+ #9 - Utility Fees Transfer	*$ (500,000)*	*$ -*	*$ -*	*$ (500,000)*
= Amended Budget	**$ 6,006,568**	**$ 14,102,500**	**$ 18,264,192**	**$ 1,844,876**
WATER OPERATIONS FUND (#401)				
Adopted Budget	$ 1,726,027	$ 7,025,006	$ 7,276,947	$ 1,474,086
+ #0 - Opening Balance and Other Adjustments	$ (1,202,968)	$ -	$ -	$ (1,202,968)
+ #1A- NB Police Services Revised Budget	*$ 61,994*	*$ -*	*$ (21,847)*	*$ 83,841*
+ #2 -Liability & Property Insurance	*$ (6,401)*	*$ -*	*$ 11,816*	*$ (18,217)*
+ #3 - Worker's Compensation Insurance	*$ (3,573)*	*$ -*	*$ 1,129*	*$ (4,702)*
+ #10 - Utility Rate Study Adjustments	*$ 721,906*	*$ (1,056,613)*	*$ (1,293,543)*	*$ 958,836*
= Amended Budget	**$ 1,296,985**	**$ 5,968,393**	**$ 5,974,502**	**$ 1,290,877**
WASTEWATER OPERATIONS FUND (#402)				
Adopted Budget	$ 865,991	$ 10,022,082	$ 9,726,078	$ 1,161,995
+ #1A- NB Police Services Revised Budget	*$ 73,297*	*$ -*	*$ (40,528)*	*$ 113,825*
+ #2 -Liability & Property Insurance	*$ (10,376)*	*$ -*	*$ 19,153*	*$ (29,529)*
+ #3 - Worker's Compensation Insurance	*$ (3,995)*	*$ -*	*$ 1,261*	*$ (5,256)*
+ #10 - Utility Rate Study Adjustments	*$ 62,664*	*$ (2,810,828)*	*$ (2,501,082)*	*$ (247,082)*
= Amended Budget	**$ 987,581**	**$ 7,211,254**	**$ 7,204,882**	**$ 993,953**
STORMWATER OPERATIONS FUND (#403)				

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
Adopted Budget	$ 403,617	$ 4,315,584	$ 4,119,261	$ 599,940
+ #1A- NB Police Services Revised Budget	*$ 46,894*	*$ -*	*$ (23,004)*	*$ 69,898*
+ #2 -Liability & Property Insurance	*$ (1,667)*	*$ -*	*$ 3,077*	*$ (4,744)*
+ #3 - Worker's Compensation Insurance	*$ (2,538)*	*$ -*	*$ 801*	*$ (3,339)*
+ #10 - Utility Rate Study Adjustments	*$ 247,658*	*$ (929,046)*	*$ (714,911)*	*$ 33,523*
+ #11 - Stormwater System Plan	*$ -*	*$ -*	*$ 77,471*	*$ (77,471)*
= Amended Budget	**$ 693,964**	**$ 3,386,538**	**$ 3,462,695**	**$ 617,807**
UTILITY CAPITAL FUND (#417)				
Adopted Budget	$ 2,993,725	$ 11,325,019	$ 9,828,405	$ 4,490,339
+ #0 - Opening Balance and Other Adjustments	*$ 983,903*	*$ -*	*$ -*	*$ 983,903*
+ #1A- NB Police Services Revised Budget	*$ 40,463*	*$ -*	*$ (30,100)*	*$ 70,563*
+ #2 - Liability & Property Insurance	*$ (783)*	*$ -*	*$ 1,445*	*$ (2,228)*
+ #3 - Worker's Compensation Insurance	*$ (1,218)*	*$ -*	*$ 387*	*$ (1,605)*
+ #9 - Utility Fees Transfer	*$ 500,000*	*$ -*	*$ -*	*$ 500,000*
+ #10 - Utility Rate Study Adjustments	*$ (1,982,615)*	*$ (198,646)*	*$ 2,338,335*	*$ (4,519,596)*
+ #12 - Eagle Lake Reclamation Basin Improvement Project	*$ 1,136,650*	*$ -*	*$ -*	*$ 1,136,650*
+ #13A - Water Reclamation Facility - Phase 3 (WRF P3) - WRF P3	*$ (99,981)*	*$ -*	*$ -*	*$ (99,981)*
+ #13B - WRF P3 - Utility Main & Drainage Replacement Program	*$ 99,981*	*$ -*	*$ -*	*$ 99,981*
+ #14 - Business Park Lift Station Improvement Project	*$ -*	*$ -*	*$ -*	*$ -*
= Amended Budget	**$ 3,670,125**	**$ 11,126,373**	**$ 12,138,472**	**$ 2,658,026**
EQUIPMENT REPLACMENT & REPAIR FUND (#501)				
Adopted Budget	$ 2,094,604	$ 2,625,256	$ 2,527,591	$ 2,192,269
+ #1A - NB Police Services Revised Budget	*$ (52,149)*	*$ (186,271)*	*$ (47,883)*	*$ (190,537)*
+ #1B - NB Police Services Revised Budget	*$ -*	*$ -*	*$ 240,000*	*$ (240,000)*
+ #2 - Liability & Property Insurance	*$ (2,443)*	*$ -*	*$ 4,510*	*$ (6,953)*
+ #3 - Worker's Compensation Insurance	*$ (922)*	*$ -*	*$ 290*	*$ (1,212)*
= Amended Budget	**$ 2,039,090**	**$ 2,438,985**	**$ 2,724,508**	**$ 1,753,567**
INFORMATION TECHNOLOGY FUND (#502)				
Adopted Budget	$ 1,664,091	$ 2,859,646	$ 2,839,516	$ 1,684,221
+ #1A- NB Police Services Revised Budget	*$ 4,914*	*$ (494,491)*	*$ (348,601)*	*$ (140,976)*

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
+ #2 - Liability & Property Insurance	*$ (1,498)*	*$ -*	*$ 2,766*	*$ (4,264)*
+ #3 - Worker's Compensation Insurance	*$ (180)*	*$ -*	*$ 160*	*$ (340)*
= Amended Budget	**$ 1,667,327**	**$ 2,365,155**	**$ 2,493,841**	**$ 1,538,641**
FACILITIES MAINTENANCE FUND (#510)				
Adopted Budget	$ 203,672	$ 817,758	$ 811,089	$ 210,341
+ #1A- NB Police Services Revised Budget	*$ (13,126)*	*$ (51,521)*	*$ (39,400)*	*$ (25,247)*
+ #2 - Liability & Property Insurance	*$ (463)*	*$ -*	*$ 855*	*$ (1,318)*
+ #3 - Worker's Compensation Insurance	*$ (632)*	*$ -*	*$ 200*	*$ (832)*
= Amended Budget	**$ 189,451**	**$ 766,237**	**$ 772,744**	**$ 182,944**
Total for all Amendments =	**$ 774,346**	**$ (9,425,266)**	**$ (6,149,038)**	**$ (2,501,882)**

Proposed 2025-2026 Biennial Budget Ordinance Table

Fund #	Fund Name	Est. 2025 Beginning Fund Balance	Est. 2025 Sources	Est. 2025 Uses	Est. 2025 Ending Fund Balance	Est. 2026 Sources	Est. 2026 Uses	Est. 2026 Ending Fund Balance	Total 2025-2026 Est. Sources	Total 2025-2026 Uses (Appropriation)
001	General Fund	$ 2,527,062	$ 21,271,514		$ 2,495,439	$ 21,813,256		$ 2,942,710	$ 43,084,770	
	Administrative Departments[1]			$ 5,361,787			$ 5,139,239			$ 10,501,026
	Police (Snoqualmie)			$ 4,989,413			$ 5,178,509			$ 10,167,922
	Fire & Emergency Management			$ 4,669,605			$ 4,875,246			$ 9,544,851
	Parks & Streets Maintenance			$ 3,101,173			$ 3,330,753			$ 6,431,926
	Community Development[2]			$ 2,157,767			$ 1,939,268			$ 4,097,035
	Non-Departmental[3]			$ 1,023,392			$ 902,970			$ 1,926,362
002	Reserve Fund	$ 3,118,281	$ 91,000	$ -	$ 3,209,281	$ 84,000	$ -	$ 3,293,281	$ 175,000	$ -
	Total General Fund	**$ 5,645,343**	**$ 21,362,514**	**$ 21,303,137**	**$ 5,704,720**	**$ 21,897,256**	**$ 21,365,985**	**$ 6,235,991**	**$ 43,259,770**	**$ 42,669,122**
012	Arts Activities Fund	$ 50,739	$ 49,763	$ 37,180	$ 63,322	$ 12,857	$ 38,389	$ 37,790	$ 62,620	$ 75,569
014	North Bend Police Services Fund	$ 37,788	$ 2,820,972	$ 2,832,810	$ 25,950	$ 883,575	$ 904,100	$ 5,425	$ 3,704,547	$ 3,736,910
018	Deposits Reimbursement Control Fund	$ 21,266	$ 20,585	$ 41,851	$ -	$ 20,525	$ 20,525	$ -	$ 41,110	$ 62,376
020	School Impact Fee Fund	$ -	$ 200,000	$ 200,000	$ -	$ 200,000	$ 200,000	$ -	$ 400,000	$ 400,000
	Total Managerial Funds	**$ 109,793**	**$ 3,091,320**	**$ 3,111,841**	**$ 89,272**	**$ 1,116,957**	**$ 1,163,014**	**$ 43,215**	**$ 4,208,277**	**$ 4,274,855**
110	Tourism Promotion Fund	$ 9,866	$ 33,600	$ 30,000	$ 13,466	$ 34,507	$ 30,000	$ 17,973	$ 68,107	$ 60,000
118	Drug Enforcement Fund	$ 39,085	$ 901	$ 3,000	$ 36,986	$ 809	$ -	$ 37,795	$ 1,710	$ 3,000
123	Opioid Settlement Fund	$ 71,335	$ 15,966	$ -	$ 87,301	$ 16,732	$ -	$ 104,033	$ 32,698	$ -
131	Affordable Housing Fund	$ 1,725,925	$ 398,936	$ -	$ 2,124,861	$ 414,290	$ -	$ 2,539,151	$ 813,226	$ -
144	Home Elevations Fund	$ -	$ 500,000	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000	$ 500,000
	Total Special Revenue Funds	**$ 1,846,211**	**$ 949,403**	**$ 533,000**	**$ 2,262,614**	**$ 466,338**	**$ 30,000**	**$ 2,698,952**	**$ 1,415,741**	**$ 563,000**
310	Non-Utilities Capital Fund[4]	$ 20,095,791	$ 5,441,708	$ 19,530,931	$ 6,006,568	$ 14,102,500	$ 18,264,193	$ 1,844,875	$ 19,544,208	$ 37,795,124
350	Enterprise Resource Planning Project Fund	$ 483,958	$ 161,000	$ 349,958	$ 295,000	$ 5,000	$ 300,000	$ -	$ 166,000	$ 649,958
	Total Capital Funds	**$ 20,579,749**	**$ 5,602,708**	**$ 19,880,889**	**$ 6,301,568**	**$ 14,107,500**	**$ 18,564,193**	**$ 1,844,875**	**$ 19,710,208**	**$ 38,445,082**
401	Water Operations Fund	$ 1,055,284	$ 5,659,125	$ 5,417,424	$ 1,296,985	$ 5,968,393	$ 5,974,502	$ 1,290,876	$ 11,627,518	$ 11,391,926
402	Wastewater Operations Fund	$ 819,934	$ 6,774,482	$ 6,606,836	$ 987,580	$ 7,211,254	$ 7,204,882	$ 993,952	$ 13,985,736	$ 13,811,718
403	Stormwater Operations Fund	$ 588,834	$ 3,170,982	$ 3,065,852	$ 693,964	$ 3,386,538	$ 3,462,694	$ 617,808	$ 6,557,520	$ 6,528,546
417	Utilities Capital Fund[4]	$ 4,999,190	$ 14,380,223	$ 15,709,288	$ 3,670,125	$ 11,126,373	$ 12,138,472	$ 2,658,026	$ 25,506,596	$ 27,847,760
	Total Enterprise Funds	**$ 7,463,242**	**$ 29,984,812**	**$ 30,799,400**	**$ 6,648,654**	**$ 27,692,558**	**$ 28,780,550**	**$ 5,560,662**	**$ 57,677,370**	**$ 59,579,950**
501	Equipment Replacement & Repair Fund	$ 2,934,654	$ 2,781,563	$ 3,677,128	$ 2,039,089	$ 2,438,985	$ 2,724,508	$ 1,753,566	$ 5,220,548	$ 6,401,636
502	Information Technology Fund	$ 1,635,916	$ 2,397,819	$ 2,366,408	$ 1,667,327	$ 2,365,155	$ 2,493,841	$ 1,538,641	$ 4,762,974	$ 4,860,249
510	Facilities Maintenance Fund	$ 194,755	$ 723,059	$ 728,362	$ 189,452	$ 766,237	$ 772,744	$ 182,945	$ 1,489,296	$ 1,501,106
	Total Internal Service Funds	**$ 4,765,325**	**$ 5,902,441**	**$ 6,771,898**	**$ 3,895,868**	**$ 5,570,377**	**$ 5,991,093**	**$ 3,475,152**	**$ 11,472,818**	**$ 12,762,991**
	Total All Funds	**$ 40,409,663**	**$ 66,893,198**	**$ 82,400,165**	**$ 24,902,696**	**$ 70,850,986**	**$ 75,894,835**	**$ 19,858,847**	**$ 137,744,184**	**$ 158,295,000**

[1] Includes Mayor, City Council, Administration, City Attorney, City Clerk, Finance, and Communications

[2] Includes Planning, Developer-Reimbursed Expenditures, Building, and Events

[3] Includes Human Services, Court Services, etc.

[4] Appropriations for capital projects are established at the project level. The place holder amounts in Funds #310 and #417 are estimates as to the timing of spending, but do not represent the legal appropriation for projects and programs within these funds. See the budget ordinance for these continuing project appropriations and biennial program appropriations.

2025-2026 Biennium Budget Amendments

2025-2026 Biennial Budget Totals Comparison Table

	Est. 2025 Beginning Fund Balance	Est. 2025 Sources	Est. 2025 Uses	Est. 2025 Ending Fund Balance	Est. 2026 Sources	Est. 2026 Uses	Est. 2026 Ending Fund Balance	Total 2025-2026 Est. Sources	Total 2025-2026 Uses (Appropriation)
Original Ord. 1296	$ 39,285,853	$ 77,232,768	$ 92,390,270	$ 24,128,351	$ 80,276,252	$ 82,043,873	$ 22,360,730	$ 157,509,020	$ 174,434,143
Proposed Ord. XXXX	$ 40,409,663	$ 66,893,198	$ 82,400,165	$ 24,902,696	$ 70,850,986	$ 75,894,835	$ 19,858,847	$ 137,744,184	$ 158,295,000
Difference =	**$ 1,123,810**	**$ (10,339,570)**	**$ (9,990,105)**	**$ 774,345**	**$ (9,425,266)**	**$ (6,149,038)**	**$ (2,501,883)**	**$ (19,764,836)**	**$ (16,139,143)**

2025-2026 Biennium Budget Amendments

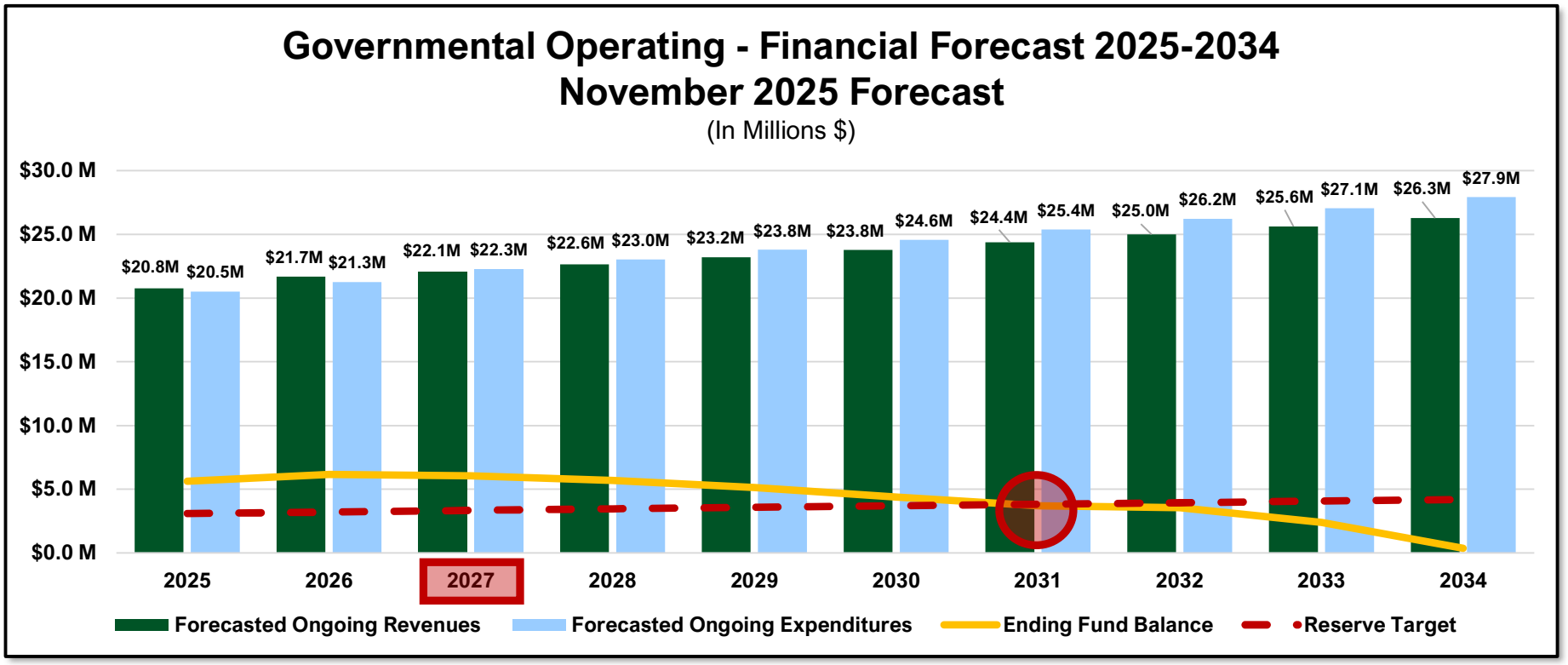
10-Year Forecast Table

Financial Forecast WORKING DRAFT **Version Date: November 4, 2025**

Forecast - Revenues, Expenditures & Fund Balance - Governmental Operating	2025 *Budgeted*	2026 *Budgeted*	2027 *Projected*	2028 *Projected*	2029 *Projected*	2030 *Projected*	2031 *Projected*	2032 *Projected*	2033 *Projected*	2034 *Projected*
Beginning Fund Balance	**2,527,062**	**2,495,439**	**2,942,710**	**2,734,043**	**2,310,137**	**1,659,309**	**809,988**	**0**	**0**	**(0)**
Ongoing Revenues (Forecast uses the July 2025 KC Economic Forecast and other assumptions)										
Property Tax (Avg. Annual Inc. = 1.25%)	8,600,095	8,694,697	8,803,381	8,913,423	9,024,841	9,137,651	9,251,872	9,367,520	9,484,614	9,603,172
Sales & Use Tax/B&O Tax (KC Economic Forecast: Avg. Annual Inc. = 3.3%)	4,112,791	4,219,829	4,370,477	4,520,384	4,670,009	4,823,185	4,981,868	5,144,775	5,311,466	5,481,433
Utility Tax (Avg. Annual Inc. = 4.0%)	3,087,259	3,243,006	3,372,726	3,507,635	3,647,941	3,793,858	3,945,613	4,103,437	4,267,575	4,438,278
Charges for Goods & Services (3.3% Annual Inc.)	3,489,981	3,820,480	4,029,126	4,167,325	4,305,264	4,446,477	4,592,766	4,742,949	4,896,621	5,053,312
Licenses & Permit Fees (2.2% Annual Inc.)	610,890	870,956	638,065	652,102	666,449	681,110	696,095	711,409	727,060	743,055
Intergovernmental Revenues & Grants (1.8% Annual Inc.)	661,492	653,617	665,382	677,359	689,551	701,963	714,599	727,461	740,556	753,886
Other Revenues (0.70% Annual Inc.)	209,006	190,537	191,871	193,214	194,566	195,928	197,300	198,681	200,072	201,472
Total Recurring Revenues =	**20,771,514**	**21,693,122**	**22,071,028**	**22,631,443**	**23,198,621**	**23,780,173**	**24,380,112**	**24,996,233**	**25,627,963**	**26,274,608**
Ongoing Expenditures (Forecast uses the July 2025 KC Economic Forecast and other assumptions)										
Administrative Depts.	(5,005,820)	(5,122,572)	(5,308,828)	(5,490,921)	(5,672,670)	(5,858,734)	(6,051,486)	(6,249,370)	(6,451,849)	(6,658,308)
Police (Snoqualmie)	(4,972,746)	(5,161,842)	(5,557,999)	(5,748,638)	(5,938,918)	(6,133,714)	(6,335,514)	(6,542,685)	(6,754,668)	(6,970,817)
Fire & Emergency Management	(4,619,311)	(4,858,579)	(5,038,787)	(5,211,618)	(5,384,122)	(5,560,722)	(5,743,669)	(5,931,487)	(6,123,667)	(6,319,625)
Parks +Streets Maintenance	(3,101,173)	(3,330,753)	(3,424,663)	(3,542,128)	(3,659,373)	(3,779,400)	(3,903,743)	(4,031,395)	(4,162,012)	(4,295,197)
Community Development	(1,517,367)	(1,392,936)	(1,443,733)	(1,493,253)	(1,542,680)	(1,593,280)	(1,645,699)	(1,699,513)	(1,754,577)	(1,810,724)
Developer Reimbursed Expenditures	(490,400)	(546,332)	(565,836)	(585,244)	(604,616)	(624,447)	(644,992)	(666,083)	(687,664)	(709,669)
Human Services	(312,000)	(321,000)	(332,460)	(343,863)	(355,245)	(366,897)	(378,968)	(391,360)	(404,040)	(416,969)
Court Services	(325,310)	(390,800)	(404,752)	(418,635)	(432,491)	(446,677)	(461,373)	(476,460)	(491,897)	(507,638)
Non-Departmental	(177,383)	(141,170)	(187,638)	(194,074)	(200,498)	(207,074)	(213,887)	(220,881)	(228,037)	(235,334)
Total Ongoing Expenditures =	**(20,521,511)**	**(21,265,985)**	**(22,264,695)**	**(23,028,374)**	**(23,790,613)**	**(24,570,945)**	**(25,379,329)**	**(26,209,233)**	**(27,058,412)**	**(27,924,281)**
Ongoing Revenues Over (Under) Ongoing Expenditures	**250,003**	**427,137**	**(193,667)**	**(396,931)**	**(591,992)**	**(790,771)**	**(999,217)**	**(1,213,000)**	**(1,430,449)**	**(1,649,673)**
One-Time Revenues / (Expenditures)										
Grant (Climate Change Grant)	500,000	-	-	-	-	-	-	-	-	-
Grant (Paper-to-Digital)	-	-	-	-	-	-	-	-	-	-
Administrative: Strategic Plan	(100,000)	-	-	-	-	-	-	-	-	-
Administrative: Legal Fees for Union Negotiations	(50,000)									
Various Departments: Legal Support for Revenue Items	(50,000)	(50,000)	-	-	-	-	-	-	-	-
Outside Legal Counsel Expenditures	(140,000)	-								
Finance: Payroll Recalculation	-	-	-	-	-	-	-	-	-	-
Finance: Comprehensive Fee Study	(49,300)	-	-	-	-	-	-	-	-	-
Fire Department: Type 6 Wildland Brush Truck	(20,000)	-	-	-	-	-	-	-	-	-
Fire Department: AEDs	(13,627)									
CD: Meadowbrook Farm Master Plan	-	(40,000)								
CD: Professional Services to Meet Climate Change Grant Requirements	(150,000)	-	-	-	-	-	-	-	-	-
Total One-Time Revenues / Expenditures =	**(72,927)**	**(90,000)**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Transfers										
Transfer In (from Reserve Fund)	-	-	-	-	-	-	209,230	1,233,000	1,450,448	1,019,964
Transfer In (from North Bend Police Services Fund)	-	120,134								
Transfer Out (to Arts Activities Fund)	(10,000)	(10,000)	(15,000)	(15,000)	(17,500)	(17,500)	(20,000)	(20,000)	(19,999)	(19,998)
Transfer Out (to Reserve Fund)	-	-	-	(11,975)	(41,336)	(41,050)	-	-	-	-
Transfer Out (to ER&R)	(198,699)	-	-	-	-	-	-	-	-	-
Transfer Out (to Capital Funds)	-	-	-	-	-	-	-	-	-	-
Total Transfers =	**(208,699)**	**110,134**	**(15,000)**	**(26,975)**	**(58,836)**	**(58,550)**	**189,230**	**1,213,000**	**1,430,449**	**999,966**
Ending Fund Balance	**2,495,439**	**2,942,710**	**2,734,043**	**2,310,137**	**1,659,309**	**809,988**	**0**	**0**	**(0)**	**(649,708)**
Estimated Fund Balance as % of General Fund Ongoing Expenditures	*12%*	*14%*	*12%*	*10%*	*7%*	*3%*	*0%*	*0%*	*0%*	*-2%*

RESERVE FUND (Reserve Target = 15% of General Fund Ongoing Expenditures)

Forecast - Revenues, Expenditures, & Fund Balance	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Beginning Fund Balance	3,118,281	3,209,281	3,293,281	3,370,281	3,454,256	3,568,592	3,685,642	3,555,412	2,398,412	998,964
Interest Earned	91,000	84,000	77,000	72,000	73,000	76,000	79,000	76,000	51,000	21,000
In		-	-	11,975	41,336	41,050				-
Out	-	-	-	-	-	-	(209,230)	(1,233,000)	(1,450,448)	(1,019,964)
Ending Fund Balance	3,209,281	3,293,281	3,370,281	3,454,256	3,568,592	3,685,642	3,555,412	2,398,412	998,964	-
Ending Fund Balance as % of General Fund Ongoing Expenditures (Reserve Target %)	15.64%	15.49%	15.14%	15.00%	15.00%	15.00%	14.01%	9.15%	3.69%	0.00%
Fund Balance Required for Reserve Target	3,078,227	3,189,898	3,339,704	3,454,256	3,568,592	3,685,642	3,806,899	3,931,385	4,058,762	4,188,642
Fund Balance Over (Under) Target	131,054	103,383	30,577	(0)	0	0	(251,487)	(1,532,973)	(3,059,798)	(4,188,642)


Governmental Operating - Financial Forecast 2025-2034
November 2025 Forecast
(In Millions $)
$30.0 M
$25.0 M
$20.0 M
$15.0 M
$10.0 M
$5.0 M
$0.0 M
$20.8M
$20.5M
$21.7M
$21.3M
$22.1M
$22.3M
$22.6M
$23.0M
$23.2M
$23.8M
$23.8M
$24.6M
$24.4M
$25.4M
$25.0M
$26.2M
$25.6M
$27.1M
$26.3M
$27.9M
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
Forecasted Ongoing Revenues
Forecasted Ongoing Expenditures
Ending Fund Balance
Reserve Target

2025-2026 Biennium Budget Amendments

Proposed Staffing Table

Department	Position Title	Authorized Employee Count	Change Requested	Proposed Employee Count
City Council	Mayor Pro-Tem	0.15	-	0.15
	Council Member	0.60	-	0.60
	Department Total =	**0.75**	**0.00**	**0.75**
Mayor	Mayor	0.25	-	0.25
	Department Total =	**0.25**	**0.00**	**0.25**
Administration	City Administrator	1.00	-	1.00
	Human Resources Manager	1.00	-	1.00
	Human Resources Analyst	1.00	-	1.00
	Project Specialist	0.80	-	0.80
	Department Total =	**3.80**	**0.00**	**3.80**
City Attorney	City Attorney	1.00	-	1.00
	Deputy City Clerk/Legal Assistant	0.00	1.00	1.00
	Department Total =	**1.00**	**1.00**	**2.00**
City Clerk	City Clerk	1.00	-	1.00
	Deputy City Clerk/Legal Assistant	1.00	(1.00)	0.00
	Department Total =	**2.00**	**(1.00)**	**1.00**
Communications	Communications Coordinator	1.00	-	1.00
	Administrative Specialist (L1-L3)	1.00	(1.00)	0.00
	Community Liaison	0.00	1.00	1.00
	Department Total =	**2.00**	**0.00**	**2.00**
Finance	Finance Director	1.00	-	1.00
	Deputy Finance Director	1.00	-	1.00
	Senior Accountant	1.00	-	1.00
	Accountant	1.00	-	1.00
	Financial Specialist (L1-L3)	4.00	-	4.00
	Budget Manager	1.00	-	1.00
	Budget Analyst	1.00	(1.00)	0.00
	Department Total =	**10.00**	**(1.00)**	**9.00**
Information Technology	IT Director	1.00	-	1.00
	IT Systems Engineer	2.00	(1.00)	1.00
	IT Systems Specialist	2.00	-	2.00
	Service Desk Technician	1.00	-	1.00
	Department Total =	**6.00**	**(1.00)**	**5.00**
Community Development	Community Development Director	1.00	-	1.00
	Building Official	1.00	-	1.00
	Senior Planner	1.00	-	1.00
	Administrative Specialist (L1-L3)	2.00	(1.00)	1.00
	Community Liaison	1.00	(1.00)	0.00
	Department Total =	**6.00**	**(2.00)**	**4.00**
Snoqualmie Police	Police Chief	0.65	0.35	1.00
	Police Captain	0.65	0.35	1.00
	Administrative Specialist (L1-L3)	2.00	-	2.00
	Police Sergeant	2.00	2.00	4.00
	Administrative Sergeant	0.65	(0.65)	0.00
	Detective	0.65	0.35	1.00
	Police Officer	8.00	-	8.00
	School Resource Officer	0.85	0.15	1.00
	Support Officer	0.65	(0.65)	0.00
	Mental Health Professional & Community Co-Responder (L1-L2)	0.55	(0.55)	0.00
	Department Total =	**16.65**	**1.35**	**18.00**
North Bend Police	Police Chief	0.35	(0.35)	0.00
	Police Captain	0.35	(0.35)	0.00
	Administrative Specialist (L1-L3)	2.00	(2.00)	0.00
	Police Sergeant	2.00	(2.00)	0.00
	Administrative Sergeant	0.35	(0.35)	0.00
	Detective	0.35	(0.35)	0.00

Department	Position Title	Authorized Employee Count	Change Requested	Proposed Employee Count
	Police Officer	8.00	(8.00)	0.00
	School Resource Officer	0.15	(0.15)	0.00
	Support Officer	0.35	(0.35)	0.00
	Mental Health Professional & Community Co-Responder (L1-L2)	0.35	(0.35)	0.00
	Department Total =	**14.25**	**(14.25)**	**0.00**
Fire & Emergency Management	Fire Chief	1.00	-	1.00
	Deputy Fire Chief	1.00	-	1.00
	Administrative Specialist (L1-L3)	0.50	-	0.50
	Fire Training Captain	1.00	-	1.00
	Fire Lieutenant	3.00	-	3.00
	Firefighter	12.00	-	12.00
	Mental Health Professional & Community Co-Responder (L1-L2)	0.10	(0.10)	0.00
	Department Total =	**18.60**	**(0.10)**	**18.50**
Parks & Public Works	Parks & Public Works Director	1.00	-	1.00
	Deputy Parks & Public Works Director/City Engineer	1.00	-	1.00
	Administrative Specialist (L1-L3)	2.00	-	2.00
	GIS Analyst (Reclassified from Information Technology)	1.00	-	1.00
	CIP Project Manager	1.00	-	1.00
	Project Engineer	3.00	-	3.00
	Parks & Streets Superintendent	1.00	-	1.00
	Park & Street Maintenance Technician (L1-L3)	6.00	-	6.00
	Water Superintendent	1.00	-	1.00
	Water Maintenance Technician (L1-L4)	5.00	-	5.00
	Irrigation Maintenance Technician (L2-L3)	1.00	-	1.00
	Wastewater Superintendent	1.00	-	1.00
	Wastewater Lead (L4)	1.00	-	1.00
	Wastewater Industrial Maintenance Technician (L2-L3)	1.00	-	1.00
	Wastewater Laboratory Analyst L3	1.00	-	1.00
	Wastewater Operator (L1-L3)	4.00	-	4.00
	Stormwater & Urban Forestry Superintendent	1.00	-	1.00
	Stormwater & Urban Forestry Maintenance Technician (L1-L3)	4.00	-	4.00
	Fleet & Facilities Superintendent	1.00	-	1.00
	Facilities Maintenance Technician (L1-L3)	1.00	-	1.00
	Fleet Mechanic (L1-L3)	1.00	-	1.00
	Department Total =	**39.00**	**0.00**	**39.00**
	Total Staffing Count =	**120.30**	**(17.00)**	**103.30**

2025-2026 Biennium Budget Amendments

Proposed Amendment #1 (North Bend Police Services ILA Dissolution) Detail

Fund #	Fund Name	Salary & Benefit Adjustment	Supplies Adjustment	Services Adjustment	Capital or Other Adjustment	2025 Proposed Amendment	Salary & Benefit Adjustment	Supplies Adjustment	Services Adjustment	Capital or Other Adjustment	2026 Proposed Amendment	Total 2025-2026 Combined Amendment
001	*Administrative Departments* [1]	$ (168,713)	$ -	$ (328,662)	$ -	**$ (497,375)**	$ (238,786)	$ (630)	$ (257,911)	$ -	**$ (497,327)**	$ (994,702)
001	*Police (Snoqualmie)* [1]	$ (12,192)	$ (63,343)	$ 70,690	$ -	**$ (4,845)**	$ 69,763	$ (8,800)	$ 40,957	$ -	**$ 101,920**	$ 97,075
001	*Fire & Emergency Management* [2]	$ (27,304)	$ (30,000)	$ (92,228)	$ (80,000)	**$ (229,532)**	$ (26,420)	$ (25,000)	$ (72,797)	$ -	**$ (124,217)**	$ (353,749)
001	*Parks & Streets Maintenance*	$ (5,000)	$ (70,000)	$ (63,756)	$ (800)	**$ (139,556)**	$ (5,000)	$ (24,000)	$ (6,325)	$ -	**$ (35,325)**	$ (174,882)
001	*Community Development*	$ (115,941)	$ -	$ (38,078)	$ -	**$ (154,019)**	$ (125,710)	$ -	$ (36,488)	$ -	**$ (162,198)**	$ (316,218)
	Total Adjusted General Fund	**$ (329,150)**	**$ (163,343)**	**$ (452,035)**	**$ (80,800)**	**$ (1,025,328)**	**$ (326,153)**	**$ (58,430)**	**$ (332,564)**	**$ -**	**$ (717,148)**	**$ (1,742,476)**
014	North Bend Police Services Fund [3]	$ (411,836)	$ -	$ (888,120)	$ -	**$ (1,299,956)**	$ (2,210,011)	$ (65,186)	$ (1,190,498)	$ 120,134	**$ (3,345,560)**	$ (4,645,517)
	Total Adjusted Managerial Funds	**$ (411,836)**	**$ -**	**$ (888,120)**		**$ (1,299,956)**	**$ (2,210,011)**	**$ (65,186)**	**$ (1,190,498)**	**$ 120,134**	**$ (3,345,560)**	**$ (4,645,517)**
310	Non-Utilities Capital Fund [1,4]	$ -	$ -	$ (14,900)	$ -	**$ (14,900)**	$ -	$ -	$ (9,140)	$ -	**$ (9,140)**	$ (24,040)
	Total Adjusted Capital Funds	**$ -**	**$ -**	**$ (14,900)**		**$ (14,900)**	**$ -**	**$ -**	**$ (9,140)**	**$ -**	**$ (9,140)**	**$ (24,040)**
401	Water Operations Fund	$ -	$ -	$ (61,994)	$ -	**$ (61,994)**	$ -	$ -	$ (21,847)	$ -	**$ (21,847)**	$ (83,841)
402	Wastewater Operations Fund	$ -	$ -	$ (73,297)	$ -	**$ (73,297)**	$ -	$ -	$ (40,528)	$ -	**$ (40,528)**	$ (113,825)
403	Stormwater Operations Fund	$ -	$ -	$ (46,894)	$ -	**$ (46,894)**	$ -	$ -	$ (23,004)	$ -	**$ (23,004)**	$ (69,898)
417	Utilities Capital Fund [1,4]	$ -	$ -	$ (40,463)	$ -	**$ (40,463)**	$ -	$ -	$ (30,100)	$ -	**$ (30,100)**	$ (70,563)
	Total Adjusted Enterprise Funds	**$ -**	**$ -**	**$ (222,648)**	**$ -**	**$ (222,648)**	**$ -**	**$ -**	**$ (115,478)**	**$ -**	**$ (115,478)**	**$ (338,127)**
501	Equipment Replacement & Repair Fund [5]	$ -	$ (13,000)	$ (39,858)	$ -	**$ (52,858)**	$ -	$ (13,000)	$ (34,882)	$ 240,000	**$ 192,118**	$ 139,260
502	Information Technology Fund [1]	$ (165,892)	$ (15,000)	$ (164,477)	$ -	**$ (345,369)**	$ (179,636)	$ (15,000)	$ (153,965)	$ -	**$ (348,601)**	$ (693,970)
510	Facilities Maintenance Fund	$ (3,000)	$ (6,850)	$ (33,620)	$ -	**$ (43,470)**	$ (3,000)	$ (6,880)	$ (29,520)	$ -	**$ (39,400)**	$ (82,871)
	Total Adjusted Internal Service Funds	**$ (168,892)**	**$ (34,850)**	**$ (237,955)**	**$ -**	**$ (441,697)**	**$ (182,636)**	**$ (34,880)**	**$ (218,368)**	**$ 240,000**	**$ (195,884)**	**$ (637,581)**
	Total for Adjusted Funds	**$ (909,879)**	**$ (198,193)**	**$ (1,815,658)**	**$ (80,800)**	**$ (3,004,530)**	**$ (2,718,800)**	**$ (158,496)**	**$ (1,866,048)**	**$ 360,134**	**$ (4,383,209)**	**$ (7,387,741)**

[1]Overhead reductions for these line items include a two-year vehicle-replacement life-cycle increase for vehicles within these classifications.

[2]The $80k reduction in capital relates to a planned Fire Brush Truck purchase. This item was acquired from a neighboring jurisdiction at substantially less than the $100k originally allocated for the purchase.

[3]The North Bend Police Services Fund (#014) was anticipated to have a fund balance upon the closure of the North Bend Police Services Agreement. The "Other Adjustment" of $120,124 reflects a transfer of these funds to the General Fund (#001).

[4]Appropriations for capital projects are established at the project level. The adjustments listed in #310 and #417 are placeholder amounts that can be applied to projects. However, the City is not currently intending to decrease project and program budgets, as the affect across all projects would be low. See the budget ordinance for these continuing project appropriations and biennial program appropriations.

[5]The ER&R's $240k "Other Adjustment" represents a payment to the City of North Bend, which the City agreed to pay as part of the closing of the North Bend Police Services Agreement.

2025-2026 Biennium Budget Amendments

Proposed Amendment #1 (NB Police Services ILA Dissolution)

Administrative Departments Detail

Expenditure Description	2025 Reduction	2026 Reduction
Administration & HR - Outside Legal Services	*$ 50,000*	*$ 50,000*
City Clerk - Professional Services	*$ 7,300*	*$ 300*
City Clerk - Outside Legal Services	*$ 15,000*	*$ 15,000*
City Clerk - Training & Travel	*$ 2,000*	*$ 2,000*
City Clerk - City-Sponsored Expenses	*$ 500*	*$ 500*
City Clerk - Dues, Subscriptions, Memberships	*$ 100*	*$ 255*
Finance - Budget Analyst	*$ 139,346*	*$ 148,798*
Finance - IT Components	*$ -*	*$ 380*
Finance - Small Office Equipment	*$ -*	*$ 250*
Finance - Professional Services - General	*$ 168,200*	*$ 87,000*
Finance - Training and Travel	*$ -*	*$ 20,700*
Finance - Salary Expenses	*$ (100,000)*	*$ (50,000)*
Finance - City-Sponsored Expenses	*$ (25,000)*	
Communications - Administrative Specialist L3	*$ 129,368*	*$ 139,988*
Communications - Professional Services - General	*$ 4,000*	*$ -*
Communications - Citizens Survey	*$ 5,500*	*$ -*
Communications - Postage and Freight	*$ 1,000*	*$ -*
Communications - Printing	*$ 3,000*	*$ -*
Communications - Miscellaneous Services	*$ 10,000*	*$ -*
Internal Cost Allocation Adjustments	*$ 87,061*	*$ 82,156*
Total for Adjusted Funds	**$ 497,375**	**$ 497,327**
	Combined Total for Biennium =	**$ 994,702**

2025-2026 Biennium Budget Amendments

Proposed Amendment #1 (NB Police Services ILA Dissolution)

Snoqualmie Police Department Detail

Expenditure Description	2025 Reduction	2026 Reduction
Salary & Wages Adjustment [1]	$ 62,192	$ (19,763)
Overtime	$ (50,000)	$ (50,000)
Professional Services - General	$ 76,933	$ 67,733
Outside Legal Services	$ 25,000	$ 25,000
Dues, Subscriptions, Memberships	$ 6,311	$ -
Financial Fees	$ 500	$ 500
Office Supplies	$ 1,000	$ 1,000
Operating Supplies	$ 3,000	$ -
Community Oriented Policing Supplies	$ 5,300	$ 2,300
Uniforms & Protective Gear	$ 7,000	$ -
IT Components	$ 500	$ 500
Dispatch Services	$ (50,000)	$ (50,000)
Uniforms & Protective Gear	$ 4,200	$ -
Training & Travel	$ 9,000	$ 9,000
Gun Range Supplies	$ 5,000	$ 5,000
Office Furnishings	$ 20,000	$ -
Small Tools & Equipment	$ 10,843	$ -
Evidence Room Racks & Bins	$ 6,500	$ -
Operating Rentals & Leases	$ 2,507	$ 2,507
Internal Cost Allocation Adjustments	$ (140,941)	$ (95,697)
Total for Adjusted Funds	**$ 4,845**	**$ (101,920)**
	Combined Total for Biennium =	**$ (97,075)**

[1]The original 2025-26 Biennial Budget assumed that North Bend would pay for 35% of certain positions, illustrated in Attachment #7. However, with the ending of the Police Services Agreement, that administrative allocation has shifted. The salary adjustment in this line item includes this shift as well as positions that were eliminated during 2025, including the Administrative Sergeant, the Mental Health Professional & Community Co-Responder, and the Support Officer.

2025-2026 Biennium Budget Amendments

Proposed Amendment #1 (NB Police Services ILA Dissolution)

Fire Department Detail

Expenditure Description	2025 Reduction	2026 Reduction
Mental Health Professional & Community Co-Responder (L1-L2)	*$ 12,304*	*$ 16,420*
Volunteer Compensation	*$ 15,000*	*$ 10,000*
Public Education Supplies	*$ 3,000*	*$ 3,000*
Dues, Subscriptions, Memberships	*$ 2,000*	*$ 2,000*
Uniforms	*$ 4,000*	*$ 4,000*
Temporary Agency Personnel	*$ 5,000*	*$ 5,000*
Office Furnishings	*$ 2,000*	*$ -*
Small Tools & Equipment	*$ 8,000*	*$ 5,000*
Repair & Maintenance Services	*$ 4,000*	*$ 4,000*
Brush Truck	*$ 80,000*	*$ -*
Internal Cost Allocation Adjustments	*$ 70,828*	*$ 51,846*
Fire Department Subtotal	**$ 206,132**	**$ 101,265**
Operating Supplies	*$ 3,000*	*$ 3,000*
Small Tools & Equipment	*$ 10,000*	*$ 10,000*
Professional Services	*$ 1,000*	*$ 1,000*
Furniture & Equipment Rental	*$ 1,500*	*$ 1,500*
Repair & Maintenance Services	*$ 4,000*	*$ 4,000*
City-Sponsored Expenses	*$ 1,000*	*$ 1,000*
Internal Cost Allocation Adjustments	*$ 2,900*	*$ 2,452*
Emergency Management Subtotal	**$ 23,400**	**$ 22,952**
Total for Adjusted Funds	**$ 229,532**	**$ 124,217**
	Combined Total for Biennium =	**$ 353,749**

2025-2026 Biennium Budget Amendments

Proposed Amendment #1 (NB Police Services ILA Dissolution)

Parks & Streets Maintenance Detail

Expenditure Description	2025 Reduction	2026 Reduction
Parks - Training & Travel	*$ 250*	*$ 250*
Parks - Overtime	*$ 5,000*	*$ 5,000*
Parks - Repair & Maintenance Supplies	*$ 40,000*	*$ 20,000*
Parks - Agricultural Supplies	*$ 8,000*	*$ 4,000*
Parks - IT Components	*$ 2,000*	*$ -*
Parks - Small Tools & Equipment	*$ 1,500*	*$ -*
Parks - Repair & Maintenance Services	*$ 8,000*	*$ -*
Parks - Landscaping Services	*$ 25,000*	*$ 15,000*
Streets - Repair & Maintenance Supplies	*$ 16,000*	*$ -*
Streets - Construction Material & Supplies	*$ 2,500*	*$ -*
Streets - Repair & Maintenance Services	*$ 5,000*	*$ -*
Streets - General Streets Signage	*$ 800*	*$ -*
Internal Cost Allocation Adjustments	*$ 25,507*	*$ (8,925)*
Total for Adjusted Funds	**$ 139,557**	**$ 35,325**

Combined Total for Biennium = $ 174,882

2025-2026 Biennium Budget Amendments

Proposed Amendment #1 (NB Police Services ILA Dissolution)

Community Development Detail

Expenditure Description	2025 Reduction	2026 Reduction
Administrative Specialist L2	*$ 115,941*	*$ 125,710*
Internal Cost Allocation Adjustments	*$ 38,078*	*$ 36,488*
Total for Adjusted Funds	**$ 154,020**	**$ 162,198**
	Combined Total for Biennium =	**$ 316,218**

2025-2026 Biennium Budget Amendments

Proposed Amendment #1 (NB Police Services ILA Dissolution)

Equipment Replacement & Repair Detail

Expenditure Description	2025 Reduction	2026 Reduction
Repair Parts	*$ 3,000*	*$ 3,000*
Repair & Maintenance Services	*$ 25,000*	*$ 25,000*
Gasoline/Diesel Fuel	*$ 10,000*	*$ 10,000*
Payment to North Bend for Closure of ERRF	*$ -*	*$ (240,000)*
Internal Cost Allocation Adjustments	*$ 14,858*	*$ 9,883*
Total for Adjusted Funds	**$ 52,858**	**$ (192,117)**
	Combined Total for Biennium =	**$ (139,260)**

2025-2026 Biennium Budget Amendments

Proposed Amendment #1 (NB Police Services ILA Dissolution)

Information Technology Detail

Expenditure Description	2025 Reduction	2026 Reduction
Systems Engineer	*$ 165,892*	*$ 179,636*
Professional Services	*$ 15,000*	*$ 15,000*
Telephone Services	*$ 25,000*	*$ 25,000*
Training & Travel	*$ 7,000*	*$ 7,000*
IT Components	*$ 15,000*	*$ 15,000*
Hardware - Software Maintenance	*$ 76,725*	*$ 76,725*
Internal Cost Allocation Adjustments	*$ 40,752*	*$ 30,240*
Total for Adjusted Funds	**$ 345,369**	**$ 348,601**

Combined Total for Biennium = $ 693,970

2025-2026 Biennium Budget Amendments

Proposed Amendment #1 (NB Police Services ILA Dissolution)

Facilities Maintenance Detail

Expenditure Description	2025 Reduction	2026 Reduction
Overtime (Parks)	*$ 3,000*	*$ 3,000*
Repair & Maintenance Supplies	*$ 5,000*	*$ 5,000*
Custodial & Cleaning Supplies	*$ 1,200*	*$ 1,200*
Office Furnishings	*$ 100*	*$ 105*
Small Tools & Equipment	*$ 550*	*$ 575*
Rent - Shop Equipment	*$ 500*	*$ 500*
Rent - Furniture & Equipment	*$ 3,000*	*$ 3,000*
Repair & Maintenance Services	*$ 21,000*	*$ 21,000*
Internal Cost Allocation Adjustments	*$ 9,120*	*$ 5,020*
Total for Adjusted Funds	**$ 43,470**	**$ 39,400**

Combined Total for Biennium = $ 82,870

2025-2026 Biennium Budget Amendments

Proposed Amendment #10 Detail

Sources

#	Fund	Description	2025	2026	Total
401	Water Operations[1]	Utility Fees	$ (929,235)	$ (1,056,613)	$ (1,985,848)
402	Wastewater Operations[1]	Utility Fees	$ (1,600,255)	$ (2,810,828)	$ (4,411,083)
403	Stormwater Operations[1]	Utility Fees	$ (862,174)	$ (929,046)	$ (1,791,220)
417	Utility Capital[1]	Interest on Investments	$ -	$ (4,740)	$ (4,740)
417	Utility Capital[1]	General Facilities Charges	$ -	$ 15,630	$ 15,630
417	Utility Capital[1,2]	Delayed Revenue Bonds	$ (2,200,000)	$ 4,300,000	$ 2,100,000
417	Utility Capital[1]	Reduced Transfers to Align with Rate Study	$ (4,423,892)	$ (4,509,536)	$ (8,933,428)
		Total Adjustments =	**$ (10,015,556)**	**$ (4,995,133)**	**$ (15,010,689)**

Uses

#	Fund	Description	2025	2026	
401	Water Operations[1]	Transfers to Utility Capital (#417)	$ (1,651,141)	$ (1,293,543)	$ (2,944,684)
402	Wastewater Operations[1]	Transfers to Utility Capital (#417)	$ (1,662,919)	$ (2,501,082)	$ (4,164,001)
403	Stormwater Operations[1]	Transfers to Utility Capital (#417)	$ (1,109,832)	$ (714,911)	$ (1,824,743)
417	Utility Capital[2]	Reduced Debt Payments due to Bond Delay	$ (585,202)	$ (250,765)	$ (835,967)
417	Utility Capital[2]	Sandy Cove Bank Stabilization Delay	$ (3,160,189)	$ 3,160,189	$ -
417	Utility Capital[3]	Water Reclamation Facility P3 Acceleration	$ (654,826)	$ -	$ (654,826)
417	Utility Capital[1]	SR202 Bridge Utility Main Replacement Program	$ (241,060)	$ (571,089)	$ (812,149)
		Total Adjustments =	**$ (9,065,169)**	**$ (2,171,201)**	**$ (11,236,370)**

[1]These adjustments bring the original 2025-26 Biennial Budget into alignment with the Utility Rate Study approved on May 12, 2025.

[2]The original 2025-26 Biennial Budget assumed $2.2 million in bonding, with the approved Utility Rate Study increasing that amount to $4.3 million during 2025. However, due to the timing of the rate study, a bond is not expected to be issued during 2025. This bond is now planned for 2026. As a result, the Sandy Cove Bank Stabilization will be delayed until the bond can be issued.

[3]The Water Reclamation Facility Phase 3 made more progress during 2024 than estimated during the creation of the 2025-26 Biennial Budget. This reduction adjusts for payments made in 2024 that were originally forecasted to occur in 2025.

Council Agenda Bill

AB Number

AB25-120

Agenda Bill Information

Title *

Electric Motorcycle Ordinance

Action *

Motion

Council Agenda Section

Ordinance

Council Meeting Date *

11/24/2025

Staff Member

Gary Horejsi

Department *

Police

Committee

Public Safety

Committee Date

11/17/2025

Exhibits

Packet Attachments - if any

E-Motorcycle Ordinance .docx	32.47KB
Ord 1315 E-Motorcycles.docx	25.73KB

Summary

Introduction *

Brief summary.

The City of Snoqualmie has seen an increase in electric motorcycles (also known as e-motorcycles). This city proposes adding an ordinance to clearly define an electric motorcycle along with requirements for operation in the city limits.

Proposed Motion

Move to approve Ordinance 1315 adopting SMC Chapter 10.36 to define and regulate electric motorcycles.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The City of Snoqualmie has seen an increase in electric motorcycles over the past few years. E-motorcycles represent a potential safety hazard to other motor vehicle drivers and pedestrians due to their rapid acceleration, high speeds, and their common use among our youth with observed dangerous behaviors. In Washington State

according to the Washington Traffic Safety Commission, fatalities from motorcycles have increased from 75 in 2015 to 139 in 2023. The electric dirtbike market in the United States is expected to grow from $500 million in 2024 to $1.7 billion in 2033 according to Core Logic Insights.

The proposed ordinance would adopt chapter 10.36 into the Snoqualmie Municipal Code. The proposed ordinance defines and "electric motorcycle" as a motorcycle, as defined by RCW 46.04.330: which is powered by an electric motor. To differentiate an electric motorcycle from an electric bicycle an electric motorcycle:

- Is not
equipped with fully operable pedals capable of propelling it. Foot pegs are not
considered pedals; or

- Has a motor with a power output that exceeds
750 watts; or

- Has a motor that continues to provide assistance when
the vehicle reaches the speed of twenty-eight miles per hour.

The ordinance consistent with State law, requires electric motorcycles to register with the Washington State Department of Licensing, and are subject to the provisions of RCW 46.61.705 (Off-road Motorcycles). The must display a valid license plate and may only be operated by individuals with a valid driver's license and motorcycle endorsement.

The ordinance also:

- Prohibits guardians from authorizing or knowingly permitting a minor in their care to operate an electric motorcycle in violation of Snoqualmie Municipal Code Chapter 10.36 and subjecting violating guardians to fines.

-Requires electric motorcycle operators to obey all traffic laws subject to RCW 46.61 and provide that infractions are subject to a monetary penalty.

-Requires any person operating an electric motorcycle to wear a helmet.

- Permits law enforcement officers to impound and establishes penalties for an electric motorcycle operated in violation of Snoqualmie Municipal Code 10.36

Analysis *

This ordinance clearly defines an electric motorcycle and establishes requirements for their operation as a way to help keep our community and our youth safe.

Budgetary Status *

This action has no budgetary implications.

Budget Summary

ORDINANCE NO. 1315

AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON, ADOPTING CHAPTER 10.36 TO SNOQUALMIE MUNICIPAL CODE RELATED TO ELECTRIC MOTORCYCLES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the City seeks to regulate electric motorcycles to enhance the health, safety, and welfare of its residence in a manner similar to its regulation of motorized electric bikes and electric motorized foot scooters; and

WHEREAS, the City Council finds that providing safety requirements for electric motorcycles will increase the health, safety, and welfare of its residence and the community; and

WHEREAS, accordingly desires to adopt a new Chapter 10.36 of the Snoqualmie Municipal Code regulating the use of electric motorcycles.

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

Section 1. New Chapter Adopted: A new Chapter 10.36 of the Snoqualmie Municipal Code, to be entitled “Electric Motorcycles” is hereby adopted, to read as set forth in Exhibit A attached hereto and by this reference fully incorporated herein.

Section 2. Effective Date. This ordinance shall be effective five days after publication as provided by law.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering anti section/subsection numbering.

Section 4. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

PASSED by the City Council of the City of Snoqualmie, Washington, this 8th day of December 2025.

_____
Katherine Ross, Mayor

ATTEST:

_____
Deana Dean, City Clerk

APPROVED AS TO FORM:

_____
Dena Burke, City Attorney

EXHIBIT A

Chapter 10.36 – ELECTRIC MOTORCYCLES

Sections:

10.36.010 Definitions.

10.36.020 General Operation Requirements and Penalties.

10.36.030 Parent or Guardian Responsible.

10.36.040 Traffic Laws Apply.

10.36.050 Helmet Required and Penalty.

10.36.060 Impoundment.

10.36.070 Enforcement Authority

10.36.010 Definitions.

A. “City property” means any park, parking lot, municipal facility or other real property owned by the city.

B. “City Street” means every public highway, road or street, as defined in Chapter 46.04 RCW, or part thereof, located within the city.

C. “Electric motorcycle” means a motorcycle, as defined by RCW 46.04.330, which is powered by an electric motor and:

1. Is not equipped with fully operable pedals capable of propelling it. Foot pegs are not considered pedals; or
2. Has a motor with a power output that exceeds 750 watts; or
3. Has a motor that continues to provide assistance when the vehicle reaches the speed of twenty-eight miles per hour.

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

E. “Helmet” means a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell, and a neck or chin strap type retention system, with the manufacturer's certification applied in

accordance with 49 C.F.R. Sec. 571.218 indicating that the helmet meets standards established by the United States department of transportation.

F. “Impound” means removal of a vehicle, electric motorcycle, or similar motorized device to a storage facility either by a law enforcement officer of the Snoqualmie Police Department or by a contractor for towing and storage “City Street” means every public highway, road or street, as defined in Chapter 46.04 RCW, or part thereof, located within the city.

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

H. “Ward” means a minor or incapacitated adult placed under the protection of a guardian.

10.36.020 General Operation Requirements and Penalties.

A. The following regulations apply to the operation of electric motorcycles in the City of Snoqualmie streets, right-of-way, easements, publicly accessible parking lots, parks, and open space.

1. No person under the age of 16 shall operate an electric motorcycle within the City of Snoqualmie.
2. No person shall operate an electric motorcycle that is not registered with the Washington State Department of Licensing and does not have a valid license plate.
3. To be operated on a public street or road, an electric motorcycle must meet the requirements of RCW 46.61.705.
4. No person shall use or operate an electric motorcycle upon any sidewalk, public trail, city park, or city open space within the city of Snoqualmie.
5. Every electric motorcycle when in use during hours of darkness as defined in RCW 46.37.020 shall display a lighted headlight, lighted stop light, and at least two illuminating rear reflectors.
6. No person shall operate an electric motorcycle while carrying a passenger.
7. No person shall tow any person or thing while operating an electric motorcycle.

B. Any person violating the provisions of this section shall be deemed to have committed a traffic infraction and shall be subject to the following penalties:
   1. First offense: $250
   2. Second offense: $500
   3. Third and subsequent offenses: $750

10.36.030 Parent or Guardian Responsible.

A. No person shall cause or knowingly permit his or her child or ward under the age of eighteen years to operate an electric motorcycle in violation of this chapter.
B. Any person violating the provisions of this section shall be deemed to have committed a non-traffic infraction and shall be subject to the following penalties:

1. First offense: $250
2. Second offense: $500
3. Third and subsequent offenses: $750

10.36.040 Traffic Laws Apply.

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

10.36.050 Helmet Required and Penalty.

A. Any person operating an electric motorcycle on city streets, right-of-way or alleys of the city of Snoqualmie, or on any city property as defined in SMC 10.35.010(D), shall wear a helmet and shall have either the neck or chin strap of the helmet fastened securely while the electric motorcycle is in motion.
B. Any person violating the provisions of this section shall be deemed to have committed a traffic infraction and shall be subject to a penalty of $75.00.

10.36.060 Impoundment.

A. A law enforcement officer may impound any electric motorcycle operated in violation of this chapter.
B. The Police Department shall, as soon as practicable after impounding any vehicle, obtain the name and address of the registered owner of the impounded vehicle shown by the records of the authority last licensing the vehicle. After obtaining such information, the Police Department, shall provide written notice to such owner that the vehicle has been impounded, or send the written notice via United States Postal Service Certified Mail.
C. All towing and hauling and storage charges on each vehicle impounded pursuant to this chapter shall be paid by the owner thereof or his or her agent, or other persons redeeming the vehicle. If the vehicle is not redeemed, such charges shall be paid as provided in RCW 46.52.110. In no event shall the city be liable for any such charge, and the owner of each garage approved as a vehicle pound, pursuant to this chapter, by accepting his or her city contract shall be considered as so stipulating.

10.36.070 Enforcement Authority.

The Snoqualmie Police Department is authorized to enforce the provisions of this chapter and may issue civil infractions, impound vehicles, and take other lawful actions necessary to protect public safety and ensure compliance.

Council Agenda Bill

AB Number

AB25-110

Agenda Bill Information

Title *

Eastside Transportation Agreement

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

11/24/2025

Staff Member

Deana Dean

Department *

Administration

Committee

Parks and Public Works

Committee Date

11/18/2025

Exhibits

Packet Attachments - if any

x1 2026-2029 ETP Agreement.docx	50.22KB
x2 22-002 ETP.pdf	431.29KB
x3 Eastside Transportation Partnership Snoqualmie Valley Cities.pdf	29.64KB
x4 (Res) ETP.docx	22.56KB

Summary

Introduction *

Brief summary.

Staff requests approval of the Eastside Transportation Partnership Agreement for the period 2026-2029.

Proposed Motion

Move to adopt Resolution 1733 approving the Eastside Transportation Partnership Agreement.

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The Eastside Transportation Partnership (ETP) provides an Eastside forum for inter-jurisdictional cooperation to implement coordinated, prioritized transportation plans and programs through leadership, education, and advocacy.

The ETP was established through an Interlocal Agreement in 1987, which provided funds for a study that resulted in recommendations for transportation improvements on the Eastside. That study was completed, recommendations were adopted, and staffing responsibility was transferred in 1990 from the City of Redmond to King County. Efforts have continued to implement the recommended projects, many of which have been completed or are currently underway.

By 1995, because of increased jobs, population, vehicle miles traveled, declining transportation revenues, and new legislation, including the Growth Management Act and Commute Trip Reduction Act, the ETP determined that the 1991 recommendations needed to be updated. In 1995, the group was awarded a federal grant of Intermodal Surface Transportation Efficiency Act funds. This was supplemented by matching contributions from ETP member jurisdictions, a new Interlocal Agreement was approved, and a consultant was hired in January 1997 to complete the update. This was completed and adopted in 1998. Since then, ETP has focused on regional coordination and advocacy for ETP priorities.

Goals of the ETP:

• Develop and adopt a package of transportation priorities based on adopted land use plans that improve overall mobility for people, freight, and goods and address peak-hour congestion on the Eastside.

• Jointly implement adopted priorities through leadership, education, and advocacy within communities, cities, and the region.

• Adopt and implement a strategy for increasing transportation improvements and programs funding.

The existing inter-jurisdictional agreement expires at the end of 2025. The most recent agreement signed by Snoqualmie is attached. Staff was notified that the interlocal agreement that makes ETP possible needs to be renewed every four years. This year, ETP updated their agreement for 2026-2029 and Metro submitted the updated agreement to the County Council via ordinance. That ordinance was approved by Council and signed by the Executive. Each participating jurisdiction needs to sign the agreement in order to continue the board in January.

Analysis *

Snoqualmie is part of the Snoqualmie Valley Cities voting membership which includes two shared representatives from Carnation, Duvall, North Bend, and Snoqualmie. Snoqualmie does not currently have anyone assigned as a representative to this board.

Budgetary Status *

Funds have already been authorized in the current biennial budget.

Budget Summary

The Eastside Transportation Partnership agreement requires annual dues of $100 per full-voting member. As Snoqualmie is considered a full-voting member with a shared vote, a maximum of $100 would be required annually if billed by King County, who has not always required payment historically. The 2025-26 Biennial Budget appropriates $1,868,432 in the Non-Departmental (#001) classification. Of this amount, $847,810 has currently been spent, leaving $1,020,622 for any additional expenditures. After a $100 payment for any dues, $1,020,522

remains available for additional purchases and services. Therefore, sufficient appropriation remains to fund dues associated with this agreement.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
$100.00	$1,868,432.00	$0.00

Fiscal Impact Screenshot

Non-Departmental (#001)

	2025-26 Biennial Budget	
Beginning Budget	$	1,868,432
Expenditures	$	(847,810)
Outstanding Contract Value *(Previously Approved)*	$	-
Current Available Budget	$	1,020,622
Cost of AB25-110	$	(100)
Available Budget after AB25-110	$	1,020,522

RESOLUTION NO. 1733

A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, APPROVING THE 2026-2029 EASTIDE TRANSPORTATION PARTNERSHIP AGREEMENT.

WHEREAS, the Eastside Transportation Partnership (ETP) is the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions; and,

WHEREAS, the agreement must be renewed every four years and was authorized through King County Council under Ordinance 19957; and,

WHEREAS, the City of Snoqualmie has long been a member of the ETP and is part of the Snoqualmie Valley Cities membership consisting of Carnation, Duvall, North Bend, and Snoqualmie; and,

WHEREAS, the most recent agreement was executed in early 2022 for the period 2022-2025; and,

WHEREAS, the ETP is requesting all member agencies to enter into a new agreement for the period 2026-2029.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Snoqualmie as follows:

SECTION 1. Authorization. The Mayor is authorized to execute the 2026-2029 Eastside Transportation Partnership Agreement.

SECTION 2. Council Liaison. City Council shall appoint a council liaison to the ETP Snoqualmie Valley Cities membership during the next council liaison appointment period.

SECTION 3. Corrections by the City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this resolution, including the correction of

clerical errors; references to other local, state or federal laws, codes, rules, or regulations, or resolution numbering and section/subsection numbering

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Eastside Transportation Partnership Agreement

Parties to Agreement
City of Bellevue
City of Bothell
City of Issaquah
City of Kenmore
City of Kirkland
City of Mercer Island
City of Newcastle
City of Redmond
City of Renton
City of Sammamish
City of Woodinville
King County
Small Cities
- Town of Beaux Arts Village
- City of Clyde Hill
- Town of Hunts Point
- City of Medina
- Town of Yarrow Point

Snoqualmie Valley Cities
- City of Carnation
- City of Duvall
- City of North Bend
- City of Snoqualmie

Transmitted to parties for approval and signature _____.

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as "Bellevue"; the CITY OF BOTHELL, hereafter known as "Bothell"; the CITY OF ISSAQUAH, hereafter known as "Issaquah"; the CITY OF KENMORE, hereafter known as "Kenmore"; the CITY OF KIRKLAND, hereafter known as "Kirkland"; THE CITY OF MERCER ISLAND, hereafter known as "Mercer Island"; the CITY OF NEWCASTLE, hereafter known as "Newcastle"; the CITY OF REDMOND, hereafter known as "Redmond"; the CITY OF RENTON, hereafter known as "Renton"; the CITY OF SAMMAMISH, hereafter known as "Sammamish"; the CITY OF WOODINVILLE, hereafter known as "Woodinville"; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as "Beaux Arts"; the CITY OF CLYDE HILL, hereafter known as "Clyde Hill"; the TOWN OF HUNTS POINT, hereafter known as "Hunts Point"; the CITY OF MEDINA, hereafter known as "Medina"; the TOWN OF YARROW POINT, hereafter known as "Yarrow Point"; the CITY OF CARNATION, hereafter known as "Carnation"; the CITY OF DUVALL, hereafter known as "Duvall"; the CITY OF NORTH BEND, hereafter known as "North Bend"; the CITY OF SNOQUALMIE, hereafter known as "Snoqualmie"; as members of the Eastside Transportation Partnership;

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their residents; and

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects, and programs for the area East of Lake Washington in King County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights, or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
3. Recommendations to Sound Transit on policies, capital and service plans, and implementation.
4. Recommendations to King County on Metro Transit planning, development, and implementation of products and services.
5. Recommendations to WSDOT on policies, programs, and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
7. Recommendations to the State Legislature and state committees and commissions established by the Legislature on transportation policy, budgets, priorities, legislative proposals, and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
9. Letters of support for transportation projects.

1.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs, and projects.
2. Recommendations to the PSRC on plans, policies, programs, and projects, such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
3. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

2.3 Non-Voting Members: The Eastside Transportation Partnership may add non-voting members by unanimous vote of the parties to the agreement at a regular meeting. The Eastside Transportation Partnership may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows

Full Voting Members	**Number of Representatives/Votes**
Bellevue	2
Bothell	2
Issaquah	2
Kenmore	2
Kirkland	2
Mercer Island	2
Newcastle	2
Redmond	2
Renton	2
Sammamish	2
Woodinville	2
Small Cities Coalition Beaux Arts Clyde Hill Hunts Point Medina Yarrow Point	2 (shared)
Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie	2 (shared)
King County	3
Limited Voting Members	**Number of Representatives/Votes**
Snohomish County	1

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) or co-chairs shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas, and rooms; collecting, administering, and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s) or co-chairs; attending Partnership meetings; and preparing Partnership meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether annual dues of $100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.

6.2. Yearly Dues**:** The Lead Agency may bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above $100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for refreshments, room rentals, speaker fees, special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

6.3 Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair(s) of the Eastside Transportation Partnership at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2027, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2028 and ending no later than December 31, 2029.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other parties and their respective officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other parties only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against another party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

City of Bellevue By: _____ Date: _____	City of Bothell By: _____ Date: _____	City of Issaquah By: _____ Date: _____
City of Kenmore By: _____ Date: _____	City of Kirkland By: _____ Date: _____	City of Mercer Island By: _____ Date: _____
City of Newcastle By: _____ Date: _____	City of Redmond By: _____ Date: _____	City of Renton By: _____ Date: _____
City of Sammamish By: _____ Date: _____	City of Woodinville By: _____ Date: _____	King County By: _____ Date: _____
Town of Beaux Arts Village By: _____ Date: _____	City of Clyde Hill By: _____ Date: _____	Town of Hunts Point By: _____ Date: _____
City of Medina By: _____ Date: _____	Town of Yarrow Point By: _____ Date: _____	City of Carnation By: _____ Date: _____
City of Duvall By: _____ Date: _____	City of North Bend By: _____ Date: _____	City of Snoqualmie By: _____ Date: _____

Eastside Transportation Partnership Agreement

Parties to Agreement
City of Bellevue
City of Bothell
City of Issaquah
City of Kenmore
City of Kirkland
City of Mercer Island
City of Newcastle
City of Redmond
City of Renton
City of Sammamish
City of Woodinville
King County
Small Cities
- Town of Beaux Arts Village
- City of Clyde Hill
- Town of Hunts Point
- City of Medina
- Town of Yarrow Point

Snoqualmie Valley Cities
- City of Carnation
- City of Duvall
- City of North Bend
- City of Snoqualmie

Transmitted to parties for approval and signature October 12, 2021.

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as "Bellevue"; the CITY OF BOTHELL, hereafter known as "Bothell"; the CITY OF ISSAQUAH, hereafter known as "Issaquah"; the CITY OF KENMORE, hereafter known as "Kenmore"; the CITY OF KIRKLAND, hereafter known as "Kirkland"; THE CITY OF MERCER ISLAND, hereafter known as "Mercer Island"; the CITY OF NEWCASTLE, hereafter known as "Newcastle"; the CITY OF REDMOND, hereafter known as "Redmond"; the CITY OF RENTON, hereafter known as "Renton"; the CITY OF SAMMAMISH, hereafter known as "Sammamish"; the CITY OF WOODINVILLE, hereafter known as "Woodinville"; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as "Beaux Arts"; the CITY OF CLYDE HILL, hereafter known as "Clyde Hill"; the TOWN OF HUNTS POINT, hereafter known as "Hunts Point"; the CITY OF MEDINA, hereafter known as "Medina"; the TOWN OF YARROW POINT, hereafter known as "Yarrow Point"; the CITY OF CARNATION, hereafter known as "Carnation"; the CITY OF DUVALL, hereafter known as "Duvall"; the CITY OF NORTH BEND, hereafter known as "North Bend"; the CITY OF SNOQUALMIE, hereafter known as "Snoqualmie"; as members of the Eastside Transportation Partnership;

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their residents; and

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects, and programs for the area East of Lake Washington in King County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs, and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs, and projects.
2. Recommendations to the PSRC on plans, policies, programs, and projects, such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

2.3 Non-Voting Members: The Eastside Transportation Partnership may add non-voting members by unanimous vote of the parties to the agreement at a regular meeting. The Eastside Transportation Partnership may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows

Full Voting Members	**Number of Representatives**
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Renton	2
Sammamish	2
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Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie	2 (shared)
King County	3
Limited Voting Members	**Number of Representatives**
Snohomish County	1

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas, and rooms; collecting, administering, and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s); attending Partnership meetings; and preparing Partnership meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 Yearly Dues**:** The Eastside Transportation Partnership members shall pay a minimum $100 per full voting representative in annual dues to remain in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above $100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

6.2 Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether additional annual dues above $100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.

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6.4 Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required,

to the chair(s) of the Eastside Transportation Partnership at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2023, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2024 and ending no later than December 31, 2025.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

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At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of

one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other parties and their respective officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other parties only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against another party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

City of Bellevue
By: _____
Date: _____

City of Bothell
By: _____
Date: _____

City of Issaquah
By: _____
Date: _____

City of Kenmore
By: _____
Date: _____

City of Kirkland
By: _____
Date: _____

City of Mercer Island
By: _____
Date: _____

City of Newcastle
By: _____
Date: _____

City of Redmond
By: _____
Date: _____

City of Renton
By: _____
Date: _____

City of Sammamish
By: _____
Date: _____

City of Woodinville
By: _____
Date: _____

King County
By: _____
Date: _____

Town of Beaux Arts Village
By: _____
Date: _____

City of Clyde Hill
By: _____
Date: _____

Town of Hunts Point
By: _____
Date: _____

City of Medina
By: _____
Date: _____

Town of Yarrow Point
By: _____
Date: _____

City of Carnation
By: _____
Date: _____

City of Duvall
By: _____
Date: _____

City of North Bend
By: _____
Date: _____

City of Snoqualmie
By: Katherine Ross
Date: 1/8/2022

Council Agenda Bill

AB Number

AB25-111

Agenda Bill Information

Title *

Amendment of Class IV Work Crew Master Agreement with Department of Corrections

Action *

Motion

Council Agenda Section

Committee Report

Council Meeting Date *

11/24/2025

Staff Member

Philip Bennett

Department *

Public Works

Committee

Parks and Public Works

Committee Date

11/18/2025

Exhibits

Packet Attachments - if any

Class IV Work Crew Master Agreement Signed 8_24_2022.pdf	1,022.74KB
Class IV Work Crew Master Agreement Amendment 10-23-2025.pdf	130.37KB
Work Accomplished by Department of Corrections 5-1 to 9-30-2025.pdf	135.76KB
Resolution - Amendment of Class IV Work Crew Master Agreement with Department of Corrections.docx	22.12KB

Summary

Introduction *

Brief summary.

In August 2022, The City of Snoqualmie approved an agreement with the Department of Corrections for work crew services to support City stormwater/urban forestry operations. This agreement expires on December 31st, 2025. This amendment extends the existing agreement until June 30th, 2028 with minimal changes.

Proposed Motion

Move to adopt Resolution 1736 approving the Amendment No. 1 to the Class IV Master Work Agreement with Department of Corrections

Background/Overview *

What was done (legislative history, previous actions, ability to hyperlink)

The City has relied on Department of Corrections work crews to maintain stormwater ponds, stormwater facilities, roadside vegetation and trails since 2012. The crews provide the City with inexpensive semi-skilled labor to accomplish arduous maintenance tasks. The main task that crews perform is vegetation maintenance and fence repair at our 45 storm ponds. This maintenance is extensive and is a requirement of the City's MS4 Stormwater Permit administered through Washington State Department of Ecology. The existing contract was approved 7-25-2022 City Council Meeting. Since contract execution, Department of Corrections work crews have performed thousands of hours of maintenance for the City.

Analysis*

This agreement enables continued maintenance of our stormwater ponds & facilities, trails, and roadside vegetation. From May-September 2025, the DOC completed approximately 860 hours of work at a cost of $5.23 an hour. This contract amendment extends the term of the existing agreement until June 30th, 2028, and updates points of contact for both the City and the Department of Corrections.

Budgetary Status*

Funds have already been authorized in the current biennial budget.

Budget Summary

The amendment to the Washington State Department of Corrections agreement does not establish a required minimum payment, nor does it alter the cost arrangement established between the City and the DOC. As part of the 2025-2026 Biennial Budget, the City appropriated 2,546,682 for services within the Stormwater Operations Fund (#403). With $926,743 currently expended and $213,253 in outstanding contracts, $1,406,686 remains for this and other service expenditures (see the table below or on the following page).

Historically, the City has spent $5,402 in 2023, $10,829 in 2024 and $7,074 in 2025 for services related to this agreement. It appears that sufficient appropriation remains to fund expenditures related to the DOC agreement.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
	$2,546,682.00	$0.00

Fiscal Impact Screenshot

Stormwater Operations Services (#403)

	2025-26 Biennial Budget	
Beginning Budget	$	2,546,682
Expenditures	$	(926,743)
Outstanding Contract Value *(Previously Approved)*	$	(213,253)
Current Available Budget	$	1,406,686

RESOLUTION NO. 1736

A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, APPROVING AMENDMENT NO. 1 TO THE CLASS IV WORK MASTER AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF CORRECTIONS.

WHEREAS, the City of Snoqualmie owns 45 stormwater ponds and 12 other stormwater facilities; and,

WHEREAS, these stormwater ponds and facilities require frequent maintenance to stay in compliance with the City's Municipal Separate Storm Sewer System (MS4) permit, administered through Washington State Department of Ecology; and,

WHEREAS, the city also owns over 15 miles of soft-surface trails, which require annual maintenance to ensure user safety and enjoyment of the trail system; and,

WHEREAS, the city owns miles of improved and unimproved rights-of-way, which require roadside vegetation maintenance to ensure road user safety; and,

WHEREAS, the city has relied on Washington Department of Corrections sine 2012 to provide work crews to maintain stormwater ponds, facilities, trails, and roadside vegetation; and,

WHEREAS, the current agreement expires on December 31, 2025; and

WHEREAS, Amendment No. 1 extends the current agreement until June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED:

The Mayor is hereby authorized to sign Amendment No. 1 to the Class IV Work Crew Master Agreement with Washington State Department of Corrections attached hereto as Exhibit A.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Washington State
Department of Corrections

Contract No. K12544
Amendment No. 1

This Amendment is made between the Washington State Department of Corrections, hereinafter referred to as "Department," and City of Snoqualmie, hereinafter referred to as "Recipient," for the purpose of amending the above-referenced Contract, entered between the Department and Recipient.

WHEREAS the purpose of this Amendment is to extend the contract term and update the contract managers.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree to the following:

SECTION 3. TERM, is amended as follows:

3. TERM

The term of this Master Agreement shall begin January 01, 2022 and continue through ((~~December 31, 2025~~)) June 30, 2028, unless terminated sooner as provided for herein.

SECTION 10. CONTRACT MANAGEMENT, is amended, in part, as follows:

RECIPIENT: ((~~Joe Beach, 425.449.2296, jbeach@ci.snoqualmie.wa.us~~)) Jason Battles, 425.736.3832, jbattles@snoqualmiewa.gov

DOC: ((~~Terry Cohn, CPM, 360.794.2692, tlcohn@doc1.wa.gov~~)) Arben Kullojka, 360.794.2692, akullojka@doc1.wa.gov

Additions to this text are shown by underline and deletions by ((~~strikeout~~)). All other terms and conditions remain in full force and effect. The effective date of this Amendment is **January 01, 2026.**

THIS AMENDMENT, consisting of one (1) is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

CITY OF SNOQUALMIE	**DEPARTMENT OF CORRECTIONS**
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	Daryl Huntsinger (Printed Name)
_____ (Title)	Contracts Administrator (Title)
_____ (Date)	_____ (Date)

Class IV Work Crew Master Agreement

Between

THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS

And

CITY OF SNOQUALMIE

This Master Contract Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as DOC and City of Snoqualmie, located at Snoqualmie, 38624 SE River Street, PO Box 987 Snoqualmie, WA 98065, hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Incarcerated Individuals, also known as 'Workers', who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the Parties for Incarcerated Individuals to provide work crew services to the RECIPIENT. Eligibility to receive services is defined in WAC 137-80. No public employees will be displaced as a result of this Agreement.

Upon execution of this Master Agreement, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and security requirements. Each distinct project requires a separate Work Project Description that is signed by both Parties to this Agreement. [*See Attachment A*] The Work Project Description will detail the work to be done, the cost to the RECIPIENT and other specifics of the particular project.

The Institution Superintendent or designee is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to, or on the same date as, this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Agreement shall begin January 01, 2022 and continue through December 31, 2025 unless terminated sooner as provided for herein.

4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which Incarcerated Individuals' services were provided. Invoices for payment will include all direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties.

B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.

C. DOC will pay the Department of Labor and Industries (L&I) all workers' compensation premiums due under Title 51 RCW for workers providing services under this Agreement.

1) Recipients must pay DOC for all such workers' compensation premiums under Title 51 RCW.

2) Each calendar year quarter DOC will report to L&I the total number of Incarcerated Individuals' hours worked for the RECIPIENT under this Agreement during the previous quarter, and pay the total cost due for workers' compensation coverage directly to L&I for those hours.

D. Addresses to use for Billing and Payment.

1) **Billing** - Invoices for payment will be mailed to the address provided by the

RECIPIENT:Snoqualmie, City Of
Attn: Accounts Payable
PO BOX 987
Snoqualmie, WA 98065

2) **Payment**

a. **State Agencies Only** - will pay using the following statewide vendor number: **SWV0003872-01** [IAP Payment - DOC General Account]

b. **All Other RECIPIENTs** - will send payment to the address provided by the DOC location from which services were provided.

5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the Parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. SELECTION OF INCARCERATED INDIVIDUALS

The Institution will select the Individuals for each work crew. Selection criteria will conform to DOC Policy 700.000, WORK PROGRAMS IN PRISONS, DIRECTIVE III, Eligibility and Selection, as now written or hereafter revised.

7. HAZARD ASSESSMENT AND MITIGATION

A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by Incarcerated Individuals. (*See Attachment C, Prohibited Work)*

B. Before Incarcerated Individuals provide services at any new and distinct project location, the RECIPIENT and DOC will jointly perform a written hazard, safety and security assessment.

C. The Assessment must be performed in accordance with WAC 296-800-160 *(See Attachment D, Sample Job Safety Analysis Worksheet*).

D. After the Assessment DOC may 1) agree to the specialized PPE that the RECIPIENT will provide to workers to mitigate the effects of identified hazard(s); 2) request that the RECIPIENT remove or otherwise mitigate some or all of the hazards before workers perform the contracted work; or 3) withdraw from the project.

E. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the project site. If hazardous conditions or materials are discovered while Incarcerated Individuals are working at RECIPIENT's site, then work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

8. TOOLS, EQUIPMENT AND SUPPLIES

Aside from the basic work attire, PPE, and SSE provided per DOC policy, the specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description and JSA for that project.

9. TRAINING

A. The RECIPIENT will train Incarcerated Individuals regarding the work to perform as well as any safety requirements specific to the project site and in the use of any specialized equipment.

B. For work performed in one static location, RECIPIENT will provide project and site specific safety, equipment, and PPE training as well as instruction in the use of any specialized equipment. The RECIPIENT will provide such training and instruction on the first day of each new project and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.

C. For the same types of Level one or Level two work performed at successive locations, the RECIPIENT must provide the required training and instruction, described in Section 9(B) above, on the first day of work and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.

D. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).

E. Training provided by RECIPEINT can be in a variety of forms including, but not limited to, video, audio, electronic, Power Point, or/and printed instruction with illustrations. RECIPIENT provided training may be administered by DOC but source material shall be provided by the RECIPIENT. DOC has the sole discretion to supplement training provided by the RECIPIENT.

10. CONTRACT MANAGEMENT

The contract manager(s) for each of the Parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Joe Beach, 425.449.2296, jbeach@ci.snoqualmie.wa.us

DOC: Terry Cohn, CPM, 360.794.2692, tlcohn@doc1.wa.gov

11. SUPERVISION & TRANSPORTATION

A. The Work: Work level definitions are found in the *Class IV Project Matrix*, attached hereto and incorporated by reference as *Attachment B*. The following are supervision requirements pertaining to the Work Project Levels:

1) For Level 1 and 2 Work Projects:

DOC will supervise the work performed, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

2) For Level 3 Work Projects:

RECIPIENT will supervise the work performed by Incarcerated Individuals, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed. RECIPIENT shall not be responsible for the security or custody of Incarcerated Individuals or for the security or safety of the public at large.

B. Security: For all work project levels, a Correctional Officer will be present at all times to provide for the security and custody of Incarcerated Individuals and the safety of the public at large.

C. On-Site Illness/Accidents: A first aid qualified Correctional Officer will be present at the worksite at all times. In the event of DOC Individual illness or injury, DOC will provide the appropriate first aid. If necessary, and as available, emergency medical assistance will be called, or the Individual will be transported to the nearest medical facility for treatment.

1) Expenses:

a) Illness. DOC will pay all expenses related to treatment of DOC Individual illness.

b) Injury. The cost of treatment provided to Incarcerated Individuals beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.

c) The DOC's L&I Account Number, 439,048-35, will be the account number used by Incarcerated Individuals, DOC and medical providers when reporting Incarcerated Individuals' work related injury.

D. Transportation: DOC has sole responsibility to transport of Incarcerated Individuals to and from the work project site.

12. PUBLIC RELATIONS

Neither party shall arrange for media coverage without the consent of the other party, nor shall either party release information to the media without the consent of the other party. This includes, but is not limited to any reference in print, television, audio, video, and social media without the consent of the other party.

13. WORK PRODUCT and PERFORMANCE

Washington State and DOC, including its agents and/or employees:

A. Are not responsible for, and do not guarantee, the quality of the work performed or products produced by Incarcerated Individuals on work crews;

B. Shall not be required to pay other workers to re-do or repair the work performed by the Incarcerated Individuals; and

C. Are not responsible for damages to third parties resulting from the work performed or products produced by Incarcerated Individuals on work crews.

D. The RECIPIENT will pay all costs agreed to for services rendered under this Agreement, regardless of the quality of the work performed or products produced by the workers.

14. INDEMNIFICATION

A. RECIPIENT, its agents, and/or employees:

1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and

2) Will indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.

B. DOC, its agents, and/or employees:

1) Are responsible for any and all liability, claims, demands, and damages, that arise out of DOC, its agents, and/or employees' negligent security supervision of Incarcerated Individuals, and/or that arise out of the acts or omissions of Incarcerated Individuals.

C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both Parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

15. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing.

16. INSURANCE

RECIPIENT will provide DOC with proof of current general liability insurance coverage before the Agreement is finalized. RECIPIENT must maintain its policy of general liability insurance throughout the term of this Agreement.

RECIPIENT'S liability insurance coverage must have a limit of not less than $1,000,000 per each occurrence with an aggregate limit of at least $2,000,000.

17. PUBLIC BENEFIT NON-PROFIT

In order to utilize work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501(c) (3) Charitable Organization or a (501(c) (4) Social Welfare Organization.

The RECIPIENT must provide the DOC Contract Manager listed in Section 10, CONTRACT MANAGEMENT above, with proof of its IRS public benefit non-profit designation.

18. AMENDMENTS AND MODIFICATIONS

Amendments or modifications to this Agreement shall not be binding unless agreed to in writing by the Parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

19. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Department.

20. SEVERABILITY

The terms and conditions of this Agreement are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

21. ENTIRE AGREEMENT

This Agreement, including referenced Attachments, represents all the terms and conditions agreed upon by the Parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of six (6) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF SNOQUALMIE

Katherine Ross
(Signature)

Katherine Ross
(Printed Name)

Mayor, City of Snoqualmie
(Title)

8/23/2022
(Date)

DEPARTMENT OF CORRECTIONS

Daryl Huntsinger
(Signature)

~~Debra Eisen~~ Daryl Huntsinger
(Printed Name)

Contracts Administrator
(Title)

8/24/2022
(Date)

Approved as to Form
By: John C. Dittman. Assistant Attorney General
Date: December 29, 2020

ATTACHMENT A

WASHINGTON STATE DEPARTMENT OF CORRECTIONS
Corrections Center
Prisons Division CLASS IV Work Project Description

Contract Number: K_____

RECIPIENT: City of Snoqualmie

RECIPIENT is: ☑ Government Entity ☐ State Agency ☐ Public Benefit Nonprofit; Evidence Attached ☐

RECIPIENT Contact: Mike Chambless **Phone:** 425-996-5418 **Email:** mchambless@snoqualmiewa.gov

Department Contact: Terry Cohn **Phone:** 360-794-2692 **Email:** tlcohn@doc1.wa.gov

Work Project Title: *(describe the work)*

Project Level: ☐ 1 ☑ 2 ☐ 3

Workers will: *(describe the work)* Clean retention ponds, maintain trails, perform forest restoration

Number of Workers on crew: *(insert number)* 6

Project Location: Snoqualmie WA

Project Period ***(One year maximum)***: 1/1/2023 through 12/31/2023

Projected Total Number of Crew Hours, Number of Workers: 6240, 6

Minimums for Set Monthly Rate and/or Full or Half Day Rate: _____

Approximate Work Hours: Arrive at 7 a.m. Depart at 2 p.m.

Special Payment Terms. RECIPIENT will pay DOC:

1. Transportation Costs: $____ to transport Workers;
2. The L&I Premiums Rate at the time the work was performed; and
3. Other direct and indirect costs $____; to include (Administrative Cost, etc.).

PPE, Tools and Equipment Provided by:

RECIPIENT: City of Snoqualmie

Specialty PPE, Tools and Equipment Training Provided by RECIPIENT? ☑

DOC: _____

JSA Worksheet completed and attached? ☑

Additional Terms:

NAME OF RECIPIENT	DEPARTMENT OF CORRECTIONS
SAMPLE – DO NOT SIGN	SAMPLE – DO NOT SIGN
Signature	Signature of Superintendent
Parks & Public Works Director	
Title	Institution
Date	Date

Please email a copy of this Work Project Description to docclacontracts@doc1.wa.gov within two (2) calendar days after it is signed by both Parties. THANK-YOU.

CLASS IV PROJECT MATRIX
Department of Corrections
Work Projects & Gratuities

WORK PROJECT TITLE	HOURLY GRATUITY	WORK PROJECTS
LEVEL THREE PROJECTS		
CUTTING FIREWOOD	$1.50	Labor intensive. Arduous work, difficult terrain and all types of weather. Operating and maintaining tools and equipment such as chainsaws. Handling of fuel for motors. Heavy lifting of timber, logs, rocks, etc. is required.
NOXIOUS WEED REMOVAL	$1.50	Small infestations may be eradicated mechanically, manually or with a pre-approved herbicide. Methods of mechanical control include pulling, hoeing, mowing, line trimmers, and tillage. Very effective for annual weeds but can be very expensive for large areas when done with hand labor. Hand labor methods are most often used for very small infestations, in environmentally sensitive areas or where difficult terrain or obstructions such as sign posts, guard rails and fences prevent the use of other equipment.
BRUSH CLEARING	$1.50	Underbrush consists of low growing shrubs, bushes, wild grasses and weeds, examples include scotch broom & blackberries. Clearing brush may expose workers to poison oak, brambles, snakes or other natural hazards. Hand tools such as pruners, clippers, weed eaters and mowers may be used. Work is differentiated from other grounds work by use of heavier equipment including: "brush hogs".
CARPENTRY / CONSTRUCTION	$1.50	Building, installing, and repairing structures, fixtures, furniture, and other items using different types of materials including wood and steel. Requires working with instructions and schematics from supervisors and utilizing hand and power tools.
STREAM ENHANCEMENT & RESTORATION	$1.50	Benefits the environment and water quality. Requires use and maintenance of specialized tools and equipment like chainsaws. Requires specialized safety training for terrain and weather conditions, handling of fuel and placement of large rocks to keep stream banks from eroding. Work requires heavy lifting of timber, logs, rocks, etc.
FORKLIFT OPERATION	$1.25	Forklift operators use machinery to transport various objects at work sites or warehouses, this position requires training and certification prior to independent operation. Due to the nature of the position in working with equipment, this position requires an increased awareness of the surrounding area for safety of persons and property.
WOOD CHIPPING	$1.25	Workers haul limbs, trunks, branches, and a variety of wood debris to a wood chipper. Workers use the resulting chips in compost mixtures and for landscaping.
LEVEL TWO PROJECTS		

BRIDGE CONSTRUCTION FOR TRAILS	$1.25	Work is usually in parks and other natural areas where trails and bridges are in need of repair or upgrade. Terrain may be difficult. Work involves taking measurements, laying foundations, digging, building up ground, laying planks for treading and utilizing hand and power tools.
SALMON RESTORATION	$1.25	Work is normally performed at a fish hatchery and in its ecosystem of pools, ponds, tanks, streams and the surrounding woods/forest environment. Clipping fins is a basic function and is utilized for marking the fish to indicate hatchery origin. Work such as brush clearing, stream restoration, introducing fish by-products into water sources to achieve nutrient enhancement.
TREE PLANTING	$1.25	Workers transplant tree seedlings, generally for forestry, reclamation or to prevent streambank erosion. Workers carry sacks of seedlings, utilize hand tools and must navigate rough terrain.
TRAIL CONSTRUCTION	$1.25	Workers use a variety of hand tools to restructure trails and pathways. Work may include trail drainage, surfacing with a variety of materials (i.e., stone, woodchips, boardwalk, etc.), replacing rails, footings, etc. and removing invasive vegetation or fallen trees from trails.
LITTER PICK-UP & RECYCLING	$1.25	Some heavy lifting is involved (i.e., appliances, furniture, tires, etc.) as is risk from high traffic areas, ditches, sharps such as syringes, glass, metal, etc., waste products and snakes.
MECHANICAL	$1.25	Work class is unique in that the individual possesses and uses the necessary skills to perform limited maintenance on mechanical equipment routinely used in the performance of regular duties.
SAND BAGGING	$1.25	Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
CLEANING RETENTION PONDS	$1.25	Crews use hand tools, such as rakes and nets, to remove unwanted vegetation and litter from ponds. Crews also dispose of the debris collected.
LEVEL ONE PROJECTS		
SANDING / SALTING	$1.00	Crews spread sand and salt on slick/icy surfaces to prevent accidents. Lifting and carrying heavy bags, drums and containers is required. Shovels are used in large areas. Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
LANDSCAPING	$1.00	Primarily for re-forestation. Developing or enhancing an area by adding trees, plants or other features. Use of hand and power tools is required. Worker knowledge, skill and experience are critical.
TRUCKS – LOAD/UNLOAD	$1.00	Workers unload various trucks and pallets. Work requires the ability to work long hours on their feet while repetitively loading and unloading boxes, bags, or misc. items. Work requires little specific training or direction.
GENERAL LABOR	$1.00	Miscellaneous labor not otherwise categorized. Most tasks require no formal training.

ATTACHMENT C

Washington State Department of Corrections
Statewide Safety Program

❖

PROHIBITED WORK

May **NOT** Be Performed By Incarcerated Individuals (Workers)

1. Work requiring the use of a respirator, the exception is a dust mask. Respirators are anything regulated by the National Institute for Occupational Safety and Health (NIOSH), such as an N-95 particle mask, half mask, full face, PAPR or a supplied air respirator.
2. Work involving explosives, including fireworks.
3. Work where there is exposure to X-ray or radioactive isotopes.
4. Work with electrical wires, performing electrical work, working with energized lines, or within 10 feet of an exposed and energized line.
5. Demolition or any other work where there is known or suspected asbestos-containing material, i.e. boats, ships and buildings constructed before 1980.
6. Demolition of boats and ships or any structure which would require work in confined spaces.
7. Work on structures on or over water such as docks and piers.
8. Work requiring the use of hazardous chemicals, i.e. pesticides and herbicides, unless the local government-non-profit agency has certified to the Department that it is in compliance with WAC 296-307-13025 and WAC 296-800-170.
9. Work at any location where there is known or suspected hazardous materials or environmental hazards, i.e. PCBs.
10. Work handling or picking up needles, razor blades, or other sharp objects.
11. Logging or timbering activities, with the exception of Department of Natural Resources work crews and supervised wood cutting/splitting.
12. Work in homeless encampments and/or tent cities, whether populated or not.
13. Workers will not be utilized for crowd control and moving individuals' personal properties

JOB SAFETY ANALYSIS (JSA) WORKSHEET

RECIPIENT: City of Snoqualmie
RECIPIENT JSA Contact: Phil Bennett
DOC JSA Contact: _____

DOC Matrix - Project Risk Level: _____
Phone: 425-766-2452 Email: pbennett@snoqualmiewa.gov
Phone: _____ Email: _____

DOC Matrix – Work Project Title: Retention Pond Cleaning
Project Location(s): Snoqualmie WA

Project Date(s): 2022-24
Contract: K_____

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE
Mowing		Flying Debris, moving equipment	Pre job safety briefing	Ear and eye protection	City of Snoqualmie
Remove trash	Use litter pickers/garbage bags	Potential for broken glass	Pre job safety briefing	Work gloves	City of Snoqualmie
Weedwacking	Weedwhack grasses and shrubs	Flying Debris, moving equipment	Pre job safety briefing	Ear and eye protection, plus work gloves	City of Snoqualmie
Tree pruning	Remove branches from small trees with handsaw.	Cutting tools, falling branches	Pre job safety briefing	Ear, eye and head protection, plus work gloves.	City of Snoqualmie
Tree Removal	Cut and move small trees with handsaw.	Repetitive tasks, slip and fall, potential for cuts	Pre job safety briefing	Ear, eye and head protection, plus work gloves.	City of Snoqualmie
Fence Repair	Digging to replace posts, assembly of rails.	Heavy lifting, repetitive tasks	Pre job safety briefing	Gloves	City of Snoqualmie

SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT: N/A

TASK	HAZARDS TYPE	RISK LEVEL	EQUIPMENT	PROVIDER of SPECIAL EQUIP. & TRAIN TO USE

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

RECIPIENT JSA Contact		**Department JSA Contact**	
PBennett	8/23/2022		
(Signature)	Date	(Signature)	Date
Philip Bennett	Urban Forester		
(Printed Name)	Title	(Printed Name)	Title

Instructions: *Please use this form "**as is**" to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.*

Elements/Activities: Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

Tasks: In the Task column list the tasks that are necessary to accomplish each element.

Example: "operating a table saw" would be an element and "installing a blade" and/or "ripping" would each be separate tasks

Hazards: Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

Examples of hazards include: working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

Examples of how injuries could occur: work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

Controls: Note how you will eliminate or minimize the hazard before using PPE.

Examples of controls include: Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

Personal Protective Equipment (PPE): Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

Distribution: ORIGINAL: DOC Work Unit Supervisor

COPIES: 1) RECIPIENT Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager.

JOB SAFETY ANALYSIS (JSA) WORKSHEET

RECIPIENT: City of Snoqualmie
RECIPIENT JSA Contact: Phil Bennett
DOC JSA Contact: _____

DOC Matrix - Project Risk Level: _____
Phone: 425-766-2452 Email: pbennett@snoqualmiewa.gov
Phone: _____ Email: _____

DOC Matrix – Work Project Title: Trail Maintenance
Project Location(s): Snoqualmie WA

Project Date(s): 2022-24 _____
Contract: K_____

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE
Weedwhack trail edges	Use weedwhacker to trim shrubs and grasses back	Flying debris	Pre job safety briefing	Ear and eye protection, gloves	City of Snoqualmie
Fix drainage issues on trail	Dig drainage ditches and bars, place gravel on trail surface	Heavy lifting, repetitive work	Pre job safety briefing, monitor weight of loads (will use wheelbarrows)	Gloves	City of Snoqualmie
Prune tree branches back	Prune small branches back using handsaw and polesaw	Cuts, falling limbs	Pre-job safety briefing. Only limbs up to 4 inches in diameter will be cut.	Ear, eye, and head protection, gloves.	City of Snoqualmie
Remove invasive plants	Dig up blackberry/Holly	Repetitive work	Pre job safety briefing	Gloves	City of Snoqualmie.

SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT: N/A

TASK	HAZARDS TYPE	RISK LEVEL	EQUIPMENT	PROVIDER of SPECIAL EQUIP. & TRAIN TO USE

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

RECIPIENT JSA Contact		**Department JSA Contact**	
PBennett	8/23/2022		
(Signature)	Date	(Signature)	Date
Philip Bennett	Urban Forester		
(Printed Name)	Title	(Printed Name)	Title

Instructions: *Please use this form "**as is**" to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.*

Elements/Activities: Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

Tasks: In the Task column list the tasks that are necessary to accomplish each element.

Example: "operating a table saw" would be an element and "installing a blade" and/or "ripping" would each be separate tasks

Hazards: Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

Examples of hazards include: working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

Examples of how injuries could occur: work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

Controls: Note how you will eliminate or minimize the hazard before using PPE.

Examples of controls include: Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

Personal Protective Equipment (PPE): Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

Distribution: ORIGINAL: DOC Work Unit Supervisor

COPIES: 1) RECIPIENT Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager.

JOB SAFETY ANALYSIS (JSA) WORKSHEET

RECIPIENT: City of Snoqualmie
RECIPIENT JSA Contact: Phil Bennett
DOC JSA Contact:_____

DOC Matrix - Project Risk Level: _____
Phone: 425-766-2452 Email: pbennett@snoqualmiewa.gov
Phone:_____ Email: _____

DOC Matrix – Work Project Title: Forest restoration
Project Location(s): Snoqualmie WA

Project Date(s): 2022-24_____
Contract: K_____

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE
Remove invasive plants such as blackberry, holly and ivy	Dig plants out by their roots/weedwhack plants to the ground.	Flying debris, repetitive motions	Pre job safety briefing, give breaks	Gloves for digging, helmet, ear and eye protection for weedwhacking	City of Snoqualmie
Plant native trees and plants	Dig holes and plant	Repetitive motions	Pre job safety briefing, give breaks	Gloves	City of Snoqualmie
Mulch	Move mulch around new plantings with wheelbarrow and pitchfork	Lifting, repetitive motions	Pre job safety briefing, give breaks	Gloves	City of Snoqualmie
Remove trash	Use garbage picker to remove trash	Potential for broken glass	Pre job safety briefing	Gloves	City of Snoqualmie

SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT: N/A

TASK	HAZARDS TYPE	RISK LEVEL	EQUIPMENT	PROVIDER of SPECIAL EQUIP. & TRAIN TO USE

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

RECIPIENT JSA Contact		**Department JSA Contact**	
	8/23/2022		
(Signature)	Date	(Signature)	Date
Philip Bennett	Urban Forester		
(Printed Name)	Title	(Printed Name)	Title

Instructions: *Please use this form "**as is**" to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.*

Elements/Activities: Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

Tasks: In the Task column list the tasks that are necessary to accomplish each element.

Example: "operating a table saw" would be an element and "installing a blade" and/or "ripping" would each be separate tasks

Hazards: Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

Examples of hazards include: working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

Examples of how injuries could occur: work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

Controls: Note how you will eliminate or minimize the hazard before using PPE.

Examples of controls include: Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

Personal Protective Equipment (PPE): Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

Distribution: ORIGINAL: DOC Work Unit Supervisor

COPIES: 1) RECIPIENT Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager.

WA cities
Insurance Authority

P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

8/5/2022 **Ref#:** 14080

Washington State Department of Corrections
Attn: Terry Cohn
7345 Linderson Way SW
Tumwater, WA 98501

Re: City of Snoqualmie
Class IV Work Crew Master Agreement

Evidence of Coverage

The City of Snoqualmie is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least $4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Snoqualmie. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Snoqualmie all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

Rob Roscoe
Deputy Director

cc: Reina McCauley
Mike Chambless

Stormwater & Urban Forestry Division
Department of Corrections (DOC)
Work Accomplishments
May - September 2025

Department of Corrections: 6 Workdays in May:

o Cleared **2 Storm Ponds (Raines and Swenson W4)** of excessive trees and vegetation to bring pond into compliance.
o Weed whacked reed canary grass at **Three Forks Natural Area** to support the growth of 1500 trees planted for reforestation.

Department of Corrections: 11 Workdays in June:

o Continued with clearing and chipping the **2 overgrown Storm Ponds (Raines and Swenson W4)** of trees and other vegetation.
o Vegetation Clearance on **6 ponds for required maintenance.** Swenson Ponds E3, E4, E5, E6, E7, E8, Kinsey Pond and PPW Shop Pond.

Department of Corrections: 10 Workdays in July:

o Finished chipping the cut trees and vegetation at Raines Pond
o **Vegetation Clearance on 7 ponds for required maintenance.**
o **Cleared trail to Canyon Springs** with Todd Shinn in Water Department.
o **Fence repair at 3 ponds** (Raines and Swenson E8) and
o **Fence repair along forest edge next to sidewalk on Frontier Ave SE.**

Department of Corrections: 9 Workdays in August:

o **USFS Lot at Snoqualmie Point Park cleared vegetation** in parking lot and along trail leading to the trail head.
o **Vegetation Clearance on 7 ponds for required maintenance.**
o **Fence repair at 2 ponds** (Carmichael 1 and Hancock)

Department of Corrections: 7 Workdays in September:

o **Vegetation Clearance on 6 ponds for required maintenance.**
o **Fence repair at 1 Swale** (Isley 3 Swale).

Cost summary:

~860 hours of work (43x5-hour days for average crew size of 4) = $4,504 (actual amount from invoices).
Cost per hour: **$5.23**