



COMMUNITY DEVELOPMENT COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING

Monday, May 06, 2024, at 6:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Louis Washington

Councilmembers: Jolyon Johnson and Rob Wotton

Join by Telephone at 6:00 PM: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **860 6728 7531** and Password **1730040121** if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.

Press *6 to mute and unmute.

Join by Internet at 6:00 PM: 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 **860 6728 7531**; Enter Password **1730040121**
- 4) Please confirm that your audio works prior to participating.

This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS (online public comments will not be taken).

MINUTES

1. Approval of the minutes dated March 1, 2024.

AGENDA BILLS

2. **AB24-054:** Text Amendments for House Bill 1220 Compliance

PROPOSED ACTION:

3. **AB24-062:** MOU Meadowbrook Farm Docent Services

PROPOSED ACTION:

Recommend adoption of the MOU for Docent Services and authorize the Mayor to sign the MOU at an upcoming Council meeting.

DISCUSSION ITEMS

4. SB 5290
5. Council Member Items of Interest

ADJOURNMENT

UPCOMING ITEMS

(The following items reference either upcoming projects or issues pertaining to matters of the Community Development Council Committee. There will be no discussion of these items unless there is a change in status.)



COMMUNITY DEVELOPMENT COMMITTEE MINUTES REGULAR HYBRID MEETING

April 1, 2024

This meeting was conducted as a hybrid in-person and remote meeting; the in-person option was in the Council Chambers at Snoqualmie City Hall, and the remote participation option was using teleconferencing technology provided by Zoom.

CALL TO ORDER & ROLL CALL: Chair Washington called the meeting to order at 6:05 PM

Committee Members:

Chair Louis Washington, and Councilmember Rob Wotton were present.

Councilmember Holloway was also present.

Councilmember Jo Johnson was excused.

City Staff:

Emily Arteche, Community Development Director; Mike Chambless, City Administrator; Ashley Wragge, Planning Technician; Andy Latham, IT Systems Support.

AGENDA APPROVAL

The agenda was approved.

PUBLIC COMMENTS

No comments.

MINUTES

1. Committee approved the minutes for March 18, 2024.

AGENDA BILLS

2. None.

DISCUSSION ITEMS

3. Environment Element
The Planning Commission Chair presented a condensed version of what the Environment Element entails. Main categories include: protection of the natural environment and minimize hazards to citizens; the protection and management of rivers, streams, and aquifer recharge areas; reduce public health and damage risk, protect from ecological harm. Discussion ensued about regional centers and the related upcoming element, Climate Change. Moved to council for full consideration.

ADJOURNMENT

Chair Washington adjourned the meeting at 6:34 PM

CITY OF SNOQUALMIE

Minutes by Ashley Wragge, Planning Technician

Recorded meeting audio is available on the City website after the meeting.

Minutes approved at the _____ Community Development Meeting.



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-054
May 27, 2024
Ordinance

AGENDA BILL INFORMATION

TITLE:	AB24-054: Text Amendments for House Bill 1220 Compliance	<input checked="" type="checkbox"/> Discussion Only
PROPOSED ACTION:	Move to adopt Ordinance No. XXX amending various sections of Ch. 17.10 and 17.55 of the Snoqualmie Municipal Code to satisfy the requirements of HB 1220.	<input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director	Emily Arteche	Click or tap to enter a date.
	Finance	n/a	Click or tap to enter a date.
	Legal	David Linehan	5/2/2024
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Community Development		
STAFF:	Andrew Levins, Contract Land Use Planner		
COMMITTEE:	Community Development	DATE: May 6, 2024	
CITY COUNCIL	City Council, First Reading	DATE: May 13, 2024	
EXHIBITS:	1. AB24-054x1 Draft Ordinance and Code Amendment Emergency Housing 2. Emergency Housing Crosswalk		

AMOUNT OF EXPENDITURE	\$ n/a
AMOUNT BUDGETED	\$ n/a
APPROPRIATION REQUESTED	\$ n/a

SUMMARY

INTRODUCTION

HB 1220 requires that cities define several specific types of supportive housing and shelter uses in their land use code, and specifies what zones those uses must be allowed in. The proposed text amendments would bring the SMC into compliance with the requirements of House Bill (“HB”) 1220.

LEGISLATIVE HISTORY

On April 15, 2024 the Planning Commission recommended the draft code amendments for approval to the City Council. On May 6, 2024: The Community Development Committee reviewed the draft code amendments and forwarded them to the City Council for action.

BACKGROUND

In 2021, the Washington State Legislature and the Governor signed HB 1220, amending the RCW to require cities plan for and accommodate housing affordable to all segments of the population as part of their

comprehensive plans. HB 1220 also requires that cities define several types of supportive housing and shelter land uses in their code, and allow those uses within specific zones.

The deadline for cities to amend their municipal codes is September 30, 2021. These requirements have not been incorporated into the SMC; therefore, the SMC is currently out of compliance with the requirements of HB 1220.

ANALYSIS

The Snoqualmie Municipal Code currently defines “shelters for temporary placement” and “special needs housing” as uses that provide housing to persons on a temporary basis or for a duration not to exceed four weeks. These uses alone are insufficient to meet the minimum State requirements, which mandate that the City of Snoqualmie specifically address emergency housing or shelter, permanent supportive housing, and transitional housing facilities, as defined by the State. Consistent with this requirement, the proposed amendment defines three new land use classifications: “Emergency Housing or Shelter,” “Permanent Supportive Housing,” and “Transitional Housing Facilities,” and modifies the City’s land use table to incorporate these uses as follows:

- Emergency Housing or Shelter uses must be allowed in any zone within the City where motels are allowed.
- Permanent Supportive Housing and Transitional Housing uses must be allowed in any zone within the City where motels or residential dwelling units are allowed.

HB 1220 also requires that the City of Snoqualmie update its Comprehensive Plan Housing Element to “plan for and accommodate” housing affordable to all income levels and the required changes to the SMC demonstrate the City’s ability to do this. The Comprehensive Plan update is part of a separate effort and not under consideration as part of this current amendments to the SMC. Please see the attached Exhibit 2, Emergency Housing Crosswalk for a complete analysis of how these new regulations fit into the existing SMC.

BUDGET IMPACTS

N/A

NEXT STEPS

Discussion and move to recommend adoption of Ordinance No. XXX amending the Snoqualmie Municipal Code for emergency housing, permanent supportive housing, and transitional housing at an upcoming City Council meeting.

PROPOSED ACTION

Make a motion to adopt Ordinance No. XXX amending various sections of Chapters 17.10 and 17.55 of the Snoqualmie Municipal Code to comply with HB 1220.

ORDINANCE NO. [REDACTED]**AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON, AMENDING VARIOUS SECTIONS OF CHAPTER 17.10 AND CHAPTER 17.55 OF THE SNOQUALMIE MUNICIPAL CODE FOR COMPLIANCE WITH THE REQUIREMENTS OF RCW 35A.21.430 AND HB 1220**

WHEREAS, during its 2021 session, the Washington State Legislature passed and the Governor signed HB 1220, codified as RCW 35A.21.430, with the intent of “[s]upporting emergency shelters and housing through local planning and development regulations”; and

WHEREAS, the requirements of RCW 35A.21.430 became effective on July 25, 2021; and

WHEREAS, the Snoqualmie Municipal Code does not specifically define or regulate permanent supportive housing, transitional housing, emergency housing, or emergency shelters as district land uses; and

WHEREAS, the Snoqualmie Municipal Code currently provides definitions for and regulates shelters for temporary placement and special needs housing, which alone are insufficient to satisfy the requirements of RCW 35A.21.430; and

WHEREAS, Comprehensive Plan Policy 4.2.4 directs the City to assure that land use regulations allow for the siting and operating of emergency, transitional and permanent special needs housing, and ensure that sufficient land is zoned to allow their location near shops, services and transit; and

WHEREAS, the required 60-day notice was sent to the State of Washington Department of Commerce on February 6, 2024; and

WHEREAS, a SEPA DNS was issued for this non-project action on April 3, 2024; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 15, 2024, to receive testimony on the proposed code amendments; and

WHEREAS, the Planning Commission, by motion on May 3, 2024, recommended approval of the proposed amendments; and

WHEREAS, the Community Development Committee of the Snoqualmie City Council reviewed the Planning Commission’s recommendation on May 6, 2024; and

WHEREAS, the Snoqualmie City Council has considered the recommendations of the Community Development Committee, the Planning Commission, and City Administration and has determined to take the actions set forth in this ordinance:

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

Section 1. Amendment of SMC 17.10.040. Snoqualmie Municipal Code section 17.10.040 is hereby amended to add a new definition for the term “Emergency Housing or Shelter” as shown in Exhibit A, attached hereto.

Section 2. Amendment of SMC 17.10.095. Snoqualmie Municipal Code section 17.10.095 is hereby amended to add a new definition for the term “Permanent supportive housing” as shown in Exhibit A, attached hereto.

Section 3. Amendment of SMC 17.10.110. The definition of “Special needs housing” in Snoqualmie Municipal Code section 17.10.110 is hereby amended as shown in Exhibit A, attached hereto.

Section 4. Amendment of SMC 17.10.115. The definition of “Transitional housing facilities” in Snoqualmie Municipal Code section 17.10.115 is hereby amended as shown in Exhibit A, attached hereto.

Section 5. Amendment of SMC 17.55.020 SMC. Snoqualmie Municipal Code section 17.55.020, Table 1 is hereby amended as shown in Exhibit A, attached hereto.

Section 6. Severability. If any one or more section, subsection, or sentence of this ordinance or the Snoqualmie Municipal Code amendments adopted in Section 1 herein is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance or the Snoqualmie Municipal Code sections, and the same shall remain in full force and effect.

Section 7. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk, and either the Community Development Department Director or the Parks and Public Works Department Director, as applicable, code revisers are authorized to make necessary corrections to this ordinance and Snoqualmie Municipal Code sections, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance or Snoqualmie Municipal Code section numbering and section/subsection numbering.

Section 8. Effective Date. This ordinance shall be effective five (5) days after passage and publication, as provided by law.

PASSED by the City Council of the City of Snoqualmie, Washington, this 27th day of May 2024.

Katherine Ross, Mayor

Approved as to form:

Attest:

Deana Dean, City Clerk

David Linehan, Interim City Attorney

EXHIBIT A

1 **SMC 17.10.040 “E” Definition**

2 “Emergency Housing or Shelter” means temporary indoor accommodations for individuals or families who are
 3 homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and
 4 personal hygiene needs of individuals or families. Emergency housing or shelter may or may not require occupants
 5 to enter into a lease or an occupancy agreement. These facilities may include day and warming centers that do not
 6 provide overnight accommodations.
 7

8 **SMC 17.10.095 “P” Definitions**

9 “Permanent supportive housing” is subsidized, leased housing with no limit on length of stay that prioritizes people
 10 who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower
 11 barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to
 12 rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-
 13 site voluntary services designed to support a person living with a complex and disabling behavioral health or
 14 physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to
 15 moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the
 16 resident’s health status, and connect the resident of the housing with community-based health care, treatment, or
 17 employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in
 18 chapter 59.18 RCW.
 19

20 **SMC 17.10.110 “S” Definitions**

21 “Special needs housing” means housing that is provided for persons and, where applicable, their dependents who,
 22 by virtue of disability or other personal factors, face impediments to independent living and who require special
 23 assistance and services in order to sustain appropriate housing on a permanent, long-term or transitional basis.
 24 Special needs housing includes shelters for temporary placement and group homes, for up to six residents in care,
 25 that function as a single housekeeping unit and provide supportive services, including but not limited to counseling,
 26 rehabilitation and medical supervision.
 27

28 **SMC 17.10.115 “T” Definitions**

29 “Transitional housing facilities” means a project that provides housing and supportive services to homeless persons
 30 or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families
 31 into independent living.
 32

33 **SMC 17.55.020 Table of Uses**

34 Table 1 lists uses that are regulated by the zoning code, except unclassified uses in Chapter 17.60 SMC, and uses
 35 within the mixed use district, Chapter 17.30 SMC. The uses are listed and a corresponding letter is printed for each
 36 zoning district. The letter “X” means the use is prohibited for that particular district. The letter “P” designates uses
 37 that are permitted in a particular district. The letter “C” means that a use may be permitted in a particular district,
 38 subject to a conditional use permit. The presumption established by this chapter is that all legitimate uses of land
 39 are permissible within at least one zoning district. Therefore, because the list of permissible uses set forth cannot
 40 be all-inclusive, those uses that are listed shall be interpreted liberally to include other uses that have similar impacts
 41 to the listed uses.

Table 1. Table of Uses

Land Use Descriptions		R-C	R-1	R-2	PR	BR-1	BR-2	FBM-U	BO	BG	OP	PCI	I	OS-1	OS-2	OS-3	UP
1.0	Residential																
1.1	Single-Family Dwellings																
	1.1.1 Site-Built, Modular and Designated Manufactured Home	P	P	P ⁶	P	X	X	P ⁶	X	X	X	X	X	X	X	X	X
	1.1.2 Accessory Dwelling Unit	P	P	P	P	X	X	P	X	X	X	X	X	X	X	X	X
	1.1.3 Co-Housing	C	C	C	P	X	X	C	X	X	X	X	X	X	X	X	X
1.2	Multiple-Family Dwellings	X	X	P	P	X	X	P	X	X	X	X	X	X	X	X	X
1.3	Homes Emphasizing Special Services or Supervision																
	1.3.1 Day Care I	P	P	P	P	X	X	P	P	P	X	X	X	X	X	X	X
	1.3.2 Day Care II	C	C	X	C	P ¹	P	P	P	P	P	P	X	X	X	X	X
	1.3.3 Special Needs Housing	C	C	C	C	X	X	C	X	X	P	X	X	X	X	X	X
	1.3.4 Permanent Supportive Housing	P	P	P	P	P	P	P	P	P	P	X	X	X	X	X	X
	1.3.5 Transitional Housing	P	P	P	P	P	P	P	P	P	P	X	X	X	X	X	X
	1.3.6 Emergency Housing or Shelter	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X
1.4	Miscellaneous Rooms for Rent Situations																
	1.4.1 Bed and Breakfast	C	C	X	C	C ¹	C	C	P	P	X	X	X	X	X	X	X
	1.4.2 Boarding Houses	X	X	X	C	C ¹	C	C	C	C	C	X	X	X	X	X	X

Table 1. Table of Uses

Land Use Descriptions		R-C	R-1	R-2	PR	BR-1	BR-2	FBM-U	BO	BG	OP	PCII	OS-1	OS-2	OS-3	UP
1.5	Second Story SF or MF Dwelling Units above Nonresidential Uses	X	X	X	C	P	P	P	P	P	C	C	X	X	X	X
1.6	Home Occupations	P	P	P	P	P	P	P	P	P	P	P	X	X	X	X
2.0	Commercial/Business															
2.1	Retail/Service															
	2.1.1 Groceries/Supermarket	X	X	X	X	P	P	P	X	P	C	P	X	X	X	X
	2.1.2 Convenience Stores	X	X	X	P	P	P	P	X	P	C	P	X	X	X	X
	2.1.3 Retail Sales	X	X	X	P ⁴	P	P	P	P ⁵	P	X	P	X	X	X	X
	2.1.4 Retail Services	X	X	X	P ⁴	P	P	P	P	P	X	P	X	X	X	X
	2.1.4a Hair/Beauty/Nail Salon	X	X	X	P ⁴	P	P	P	P	P	X	P	X	X	X	X
	2.1.4b Tattoo Parlor	X	X	X	X	P ¹	P	P	P	P	X	P	X	X	X	X
	2.1.4c Shoe Repair	X	X	X	X	P ¹	P	P	P	P	X	P	X	X	X	X
	2.1.4d Copy/Print/Photo Shop	X	X	X	X	P ¹	P	P	P	P	P	P	P	X	X	X
	2.1.5 Commercial Services	X	X	X	X	P ¹	P	P	P	P	X	P	X	X	X	X
	2.1.5a Banks	X	X	X	X	X	P	P	P	P	X	P	X	X	X	X
	2.1.5b Check Cashing/Quick Loan Stores	X	X	X	X	X	X	X	X	P	X	X	X	X	X	X
	2.1.5c Pawn Shops	X	X	X	X	X	X	X	X	P	X	X	X	X	X	X
	2.1.5d Dry Cleaner	X	X	X	X	X	P	P	P	P	X	P	X	X	X	X
	2.1.6 Art Galleries	X	X	X	P	P	P	P	P ⁵	P	X	P	X	X	X	X

Table 1. Table of Uses

Land Use Descriptions		R-C	R-1	R-2	PR	BR-1	BR-2	FBM-U	BO	BG	OP	PCI	I	OS-1	OS-2	OS-3	UP
	2.1.7 Restaurants and Taverns	X	X	X	P	P	P	C/P ⁷	P ⁵	P	X	C	X	X	X	X	X
	2.1.8 Formula Take-Out Food Restaurants	X	X	X	X	P ³	X	P ⁵	P ⁵	X	X	X	X	X	X	X	X
	2.1.9 Espresso/Snack Stands	X	X	X	X	P	X	P ⁵	P ⁵	P	P	P	X	X	X	X	X
	2.1.10 Drive-Through Associated with Restaurant or Espresso/Snack Stand	X	X	X	X	X	P	X	X	P	X	C	X	X	X	X	X
2.	Office/Professional																
	2.2.1 Professional Services	X	X	X	P	P ¹	P	P	P	P	P	P	X	X	X	X	X
	2.2.2 Corporate Offices	X	X	X	X	P ¹	P	P	P	P	P	P	C	X	X	X	X
	2.2.3 Call Centers	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X
	2.2.4 Data Centers	X	X	X	X	X	X	X	X	X	C	C	X	X	X	X	X
2.	Entertainment Uses																
	2.3.1 Theater, Auditorium	X	X	X	P	P	P	P	P	P	C	P	C	X	X	X	X
	2.3.2 Enclosed Commercial Recreation (bowling, arcades, etc.)	X	X	X	P	P	P	P	X	P	X	X	X	X	X	X	X
	2.3.3 Unenclosed Commercial Recreation (mini-golf, batting cages, amusement rides, etc.)	X	X	X	X	X	X	X	X	P	C	C	C	X	X	X	X
2.	Hotels and Motels	X	X	X	X	C	C	C	C	C	C	X	X	X	X	X	X

Table 1. Table of Uses

Land Use Descriptions		R-C	R-1	R-2	PR	BR-1	BR-2	FBM-U	BO	BG	OP	PCI	I	OS-1	OS-2	OS-3	UP
2.5	Wholesale Sales	X	X	X	X	X	C	C	C	P	P	P	C	X	X	X	X
2.6	Small Animal Veterinarian Clinic	X	X	X	C	X	P	P	P	P	C	P	X	X	X	X	X
2.7	Automotive Uses																
	2.7.1 Vehicle Sales	X	X	X	X	X	X	X	X	X	X	P	X	X	X	X	X
	2.7.2 Gas Stations	X	X	X	X	X	X	X	X	X	X	P ²	P ²	X	X	X	X
	2.7.3 Vehicle Service/Repair	X	X	X	X	X	X	X	X	P	X	P	P	X	X	X	X
	2.7.4 Autobody/Painting	X	X	X	X	X	X	X	X	C	X	P	P	X	X	X	X
	2.7.5 Car Wash	X	X	X	X	X	X	X	X	P	X	P	P	X	X	X	X
	2.7.6 Towing Services	X	X	X	X	X	X	X	X	C	C	X	P	X	X	X	X
2.8	Funeral Home/Crematory	X	X	X	X	X	X	X	X	P	P	P	P	X	X	X	X
2.9	Cemetery	C	C	X	C	X	X	X	C	C	C	C	X	X	X	X	X
3.0	Industrial Uses																
3.1	Light Industrial/Manufacturing	X	X	X	X	X	X	X	X	C	X	P	P	X	X	X	X
3.2	Commercial Warehouse	X	X	X	X	X	X	X	X	C	X	P	P	X	X	X	X
3.3	Resource Extraction	X	X	X	X	X	X	X	X	X	X	X	C	X	X	X	X

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Land Use Descriptions		R-C	R-1	R-2	PR	BR-1	BR-2	FBM-U	BO	BG	OP	PCII	OS-1	OS-2	OS-3	UP	
3.4	Heavy/Resource-Based Industrial	X	X	X	X	X	X	X	X	X	X	X	C ²	X	X	X	X
3.5	Salvage/Junk Yard	X	X	X	X	X	X	X	X	X	X	X	C ²	X	X	X	X
3.6	Specialty Light Industrial/Manufacturing	X	X	X	X	C	C	C	C	C	X	P	P	X	X	X	X
4.0	Institutional																
4.1	Schools (elementary, middle, or high school)	C	C	X	C ¹	C ¹	C	C	C	C	C	C	C	X	X	X	X
4.2	Churches and Religious Institutions	C	C	X	P ¹	P ¹	P	P	P	P	X	P	C	X	X	X	X
4.3	Health Services																
	4.3.1 Hospitals	X	X	X	X	X	X	C	C	C	P	P	C	X	X	X	X
	4.3.2 Extended Care Facilities	X	X	X	X	X	X	X	X	X	P	P	X	X	X	X	X
	4.3.3 Assisted Living Quarters	X	X	X	X	X	X	X	P	P	P	P	X	X	X	X	X
4.4	Museums/Interpretive Centers	C	C	X	P	P	P	P	P	P	P	P	C	C	C	P	C
4.5	Community Centers	C	C	X	P	P	P	P	P	P	P	P	C	C	C	X	C
4.6	Social/Fraternal/Youth Clubs, Lodges, Halls	X	X	X	X	P ¹	P	P	P	P	P	P	P	X	X	X	X
5.0	Recreation																

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Land Use Descriptions		R-C	R-1	R-2	PR	BR-1	BR-2	FBM-U	BO	BG	OP	PCII	OS-1	OS-2	OS-3	UP	
5.1	Golf Course	C	C	X	P	X	X	X	X	X	X	X	C	X	C	X	X
5.2	Country Club	C	X	X	P	X	P	P	P	P	C	P	C	X	C	X	X
5.3	Swimming Pool	C	C	X	P	X	P	P	P	P	C	P	C	X	C	X	X
5.4	Riding Stables	C	X	X	C	X	X	X	X	X	X	P	X	C	C	X	X
6.0	Public Service																
6.1	Parks and Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
6.2	Public Utilities	P	P	X	C	C	P	P	P	P	P	P	P	C	C	C	P
6.3	Municipal Government Facilities																
	6.3.1 Police and Fire	C	C	X	P	P	P	P	P	P	P	P	P	X	X	X	P
	6.3.2 Offices	X	X	C	P	P	P	P	P	P	P	P	P	X	X	X	P
	6.3.3 Library	X	C	C	P	P	P	P	P	P	P	P	P	X	X	X	X
	6.3.4 Wastewater Treatment Plant	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P
7.0	Agricultural																
7.1	Commercial Greenhouse	C	C	X	C	X	C	C	C	C	C	P	P	C	C	X	X

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Land Use Descriptions		R-C	R-1	R-2	PR	BR-1	BR-2	FBM-U	BO	BG	OP	PC	II	OS-1	OS-2	OS-3	UP
7.2	Commercial Farm/U-Pick	P	C	X	C	X	X	X	X	C	C	P	C	C	C	X	X
7.3	Large Animal Veterinarian Facility	C	X	X	X	X	C	C	C	C	X	P	C	X	X	X	X
7.4	Public/Pea Patch Gardens	P	P	P	P	X	P	P	P	P	P	P	P	P	P	X	P
8.0	Storage and Parking																
8.1	Commercial/Municipal Parking Lot	X	X	X	C	P	P	P	P	P	C	P	P	X	P	X	X
8.2	Enclosed Commercial Storage Facility	X	X	X	X	X	X	X	X	X	C	P	P	X	X	X	X
8.3	Outdoor Storage Lot	X	X	X	X	X	X	X	X	X	C	P	P	X	X	X	X

42 ¹ Second floor only within downtown retail overlay district per Chapter [17.37](#) SMC.

43 ² Outside floodplain only.

44 ³ Must meet all applicable historic district standards, Chapter [17.35](#) SMC.

45 ⁴ Subject to planned residential standards, SMC [17.15.050](#).

46 ⁵ Allowed as ground floor uses only as part of a vertical mixed use building.

47 ⁶ Must comply with design standards applicable to other residential uses in this zone.

48 ⁷ Conditional for all parcels except those with a storefront block frontage. Permitted for parcels with a storefront block frontage.

SMC Chapter 17	Existing Code	New Regulation HB 1220	Consistent	Not Consistent	Not Applicable
10.040	No definition.	The City must add "Emergency Housing" to its definitions and permitted uses table. This is proposed as "Emergency Housing or Shelter."	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.040	No definition.	The city must add "Emergency Shelter" to its definitions and permitted uses table. This is proposed as "Emergency Housing or Shelter."	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.115	No definition.	The city must add "Permanent Supportive Housing" to its definitions and permitted uses table.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.110	The current definition of "Special Needs Housing" includes "Transitional Housing."	As "Transitional Housing" must now be a standalone use, this change removes "Transitional Housing" from the City's existing definition of "Special Needs Housing."	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.115	"Transitional Housing" is currently defined but does not include all State requirements and is not a discrete use in the permitted uses table.	The city must modify its definitions of "Transitional Housing" and add it to the permitted uses table.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
55.020	No "Emergency Shelter and Housing" use in current code.	This change allows Emergency Shelter and Housing in all zones where hotels are allowed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
55.020	No "Permanent Supportive Housing" use in current code.	This change allows permanent supportive housing in all zones where multifamily housing is allowed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
55.020	No "Permanent Supportive Housing" in current code.	This change allows permanent supportive housing and transitional housing in all zones where residential dwelling units or hotels are allowed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-062
May 28, 2024
Committee Report

Item 3.

AGENDA BILL INFORMATION

TITLE:	AB24-062: MOU Meadowbrook Farm Docent Services	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
PROPOSED ACTION:	Approve the MOU between the Cities of North Bend and Snoqualmie and Meadowbrook Farm Preservation Association for Docent Services and authorize the Mayor to sign.	

REVIEW:	Department Director	Emily Arteche	5/1/2024
	Finance	N/A	Click or tap to enter a date.
	Legal	David Linehan	5/2/2024
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Community Development		
STAFF:	Emily Arteche		
COMMITTEE:	Community Development	COMMITTEE DATE: May 6, 2024	
EXHIBITS:	1. MOU Meadowbrook Farm Docent Services		

AMOUNT OF EXPENDITURE	\$ Choose an item.
AMOUNT BUDGETED	\$ Choose an item.
APPROPRIATION REQUESTED	\$ TBD

SUMMARY

INTRODUCTION

The purpose of this MOU is to formalize the terms and conditions under which Meadowbrook Farm Preservation Association would provide Docent Services for Meadowbrook Farm. The full scope of services to be provided by the Association is set forth in Section 3 of the attached MOU, including such services as are described in the Association’s Educational Program Plan.

LEGISLATIVE HISTORY

Resolution 1227 approving a Meadowbrook Farm Master Plan and Resolution No. 1684 approving an Interlocal Agreement Between The Cities of Snoqualmie and North Bend for the governance and management of Meadowbrook Farm.

BACKGROUND

The Cities of North Bend and Snoqualmie purchased Meadowbrook Farm property in 1994 in part with King County Conservation Futures Tax (“CFT”) grant funding, grant funding from the Washington State Recreation

and Conservation Office (“RCO”), and funding from other sources. As conditions of CFT and RCO grant funding, the Cities agreed to certain restrictions on the use of the property as open space land for passive recreational uses, among other restrictions. The 1998 Meadowbrook Farm Interlocal Agreement (ILA) between the two cities and the Meadowbrook Farm Preservation Association (MFPA, which was established to support the administration and management of Farm property) governed the management of the Farm property for 25 years, but recently expired on May 4, 2023. The City Council recently approved a new ILA between the cities of Snoqualmie and North Bend for the governance and management of Meadowbrook Farm, pursuant to Resolution No. 1684.

At about that time, MFPA finalized the accounting ledger and remitted the amount of funds to the District to perform operational, maintenance, and capital project activities for the remaining portion of the 2023 year.

ANALYSIS

The proposed MOU reflects the MFPA’s role to act as docents to research, and to preserve and share the history of the Farm through educational and interpretive programming. The MFPA will continue to act as stewards of the rich Farm history, educating and engaging with the community consistent with legal restrictions on the use of the Farm and the shared objectives for the Farm set forth in the Interlocal Agreement between the Cities.

BUDGET IMPACTS

This MOU commits both Snoqualmie and North Bend to provide an annual contribution of at least \$3,000 to the MFPA to support providing the services contemplated in the MOU. Any additional funding request by the MFPA is expected to be based on planned expenditures exceeding revenues raised by other means (e.g. grants, donations) and shall be solely subject to budget approval authority of the Cities’ respective Councils.

NEXT STEPS

Move to recommend approval of MOU for Meadowbrook Farm Docent Services and authorize the Mayor to sign

PROPOSED ACTION

Recommend adoption of the MOU for Docent Services and authorize the Mayor to sign the MOU at an upcoming Council meeting.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH BEND,
THE CITY OF SNOQUALMIE, AND THE MEADOWBROOK FARM PRESERVATION
ASSOCIATION FOR DOCENT SERVICES ON THE MEADOWBROOK FARM**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into on this ___ date of _____, 2024, by and between the City of North Bend, a Washington municipal corporation; the City of Snoqualmie, a Washington municipal corporation; and the Meadowbrook Farm Preservation Association, a non-profit organization (“MFPA”). The City of North Bend and the City of Snoqualmie shall collectively be referred to herein as “the Cities.” The City of North Bend, the City of Snoqualmie, and the MFPA shall collectively be referred to herein as “the Parties.”

RECITALS

A. The Cities are municipal corporations of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW.

B. The Cities are owners of certain property generally referred to as the Meadowbrook Farm Preserve (“the Farm”). The Farm consists of 462 acres, lies partially within each city, and is described as set forth in Exhibit A (“the Property”). The Cities purchased the Property in 1994 in part with King County Conservation Futures grant funding (“CFT”), grant funding from the Washington State Recreation Conservation Office (“RCO”), and funding from other sources. As conditions of CFT and RCO grant funding, the Cities agreed to certain restrictions on the use of the Property as open space land for passive recreational uses, among other restrictions.

C. In 1997, the MFPA was formed as a non-profit organization under Section 501(c)(3) of the IRS code to serve as the legal entity capable of contracting with the Cities for the management and administration of the Farm.

D. The MFPA is currently governed by a volunteer board with members appointed by the Cities of Snoqualmie and North Bend, the Snoqualmie Tribe, the Snoqualmie Valley School District, the Snoqualmie Valley Historical Society, King County, and the Mountains to Sound Greenway, as well as staff member representatives from the Cities and other involved community members.

E. In 1998, the MFPA entered into an ILA with the Cities (“1998 ILA”) for the MFPA’s operation and management of the Farm for a period of twenty-five (25) years. The 1998 ILA expired on May 4, 2023 and was superseded by a new ILA between the Cities entered on ___ addressing the governance of the Meadowbrook Farm.

F. The Parties wish to enter into this Agreement consistent with the Meadowbrook Farm Master Plan (“Plan”), which was adopted by the City of North Bend in Resolution 1639 and the City of Snoqualmie in Resolution 1227, and updated in 2013. The Plan serves as the guiding document for the long-term preservation, maintenance, and management of the Farm.

G. The Cities intend to contract with service provider(s) for day-to-day operation and maintenance of the Farm (“Operations Contractor”) including but not limited to maintenance of

buildings and grounds; coordination of schedules for classes, camps, and events; operation and coordination of event rentals; coordination of grant writing; implementation of and coordination of updates to the Plan; and construction of improvements consistent with the Plan;

H. The Cities recognize the vital role that the MFPA has served in the past to collect, preserve, display, and to interpret the history of the Farm and vicinity, and this Agreement is intended to clarify the Parties' roles going forward;

I. This Agreement reflects the MFPA's role to act as docents to research, and to preserve and share the history of the Farm through educational and interpretive programming. The MFPA will continue to act as stewards of the rich educational Farm history, engaging with the community consistent with legal restrictions on the use of the Farm and the shared objectives for the Farm set forth in the Governance Interlocal Agreement between the Cities, attached as Exhibit B.

NOW, THEREFORE, the Parties have entered into this Agreement under the terms and conditions set forth herein:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to set forth the terms and conditions under which the MFPA shall provide educational offerings at the Farm in order to preserve the Farm's history as an important public open space consistent with all applicable restrictions set forth in deeds, grant agreements, and applicable codes and regulations.

2. FARM OWNERSHIP AND ACCESS

The Cities are fee simple owners of the Farm as tenants-in-common. The Cities grant the MFPA non-exclusive access to the Farm for activities as authorized within the Scope of Services provided in Section 3 for the duration of this Agreement. The Cities' grant of access to the MFPA may be limited or revoked at will by the Cities as provided in this Agreement.

3. SCOPE OF SERVICES

3.1 The MFPA shall perform all services in a professional manner. The MFPA shall not permanently alter the Farm or engage in any activity that prevents the public use of the Farm. Nothing in this Agreement shall be considered to create an employer-employee relationship between the Parties, and MFPA members are not entitled to any benefits afforded to either of the Cities' employees.

3.2 The MFPA shall submit an Education Program Plan ("MFPA Educational Program Plan") biennially to the Cities by September 1 before the beginning of the Cities' biennial budget cycle. This plan will describe the activities of the previous two-years, identify accomplishments and challenges, discuss the plan for the coming two-year period, and the revenues and expenditures related to the same. The MFPA may choose to concurrently submit a funding request for the MFPA's provision of docent and interpretive services to Farm guests and visitors for the upcoming two

years (“Funding Request”). Any such Funding Request is expected to be based on planned expenditures exceeding revenues raised by other means (e.g. grants, donations) and shall be solely subject to budget approval authority of the Cities’ respective Councils (“Approved MFPA Funding”). The Funding Request shall take the form of a two-year budget document (also known as a pro forma financial statement, pro forma income statement, budgeted income statement, etc.) with revenues and expenditures presented for each program and/or event, as well as beginning and ending balances estimated for the coming biennium. Such Funding Request and MFPA Educational Program Plan shall not require the Cities to fund or adopt the MFPA Educational Program Plan. The MFPA shall present the draft MFPA Educational Program Plan to the Cities for feedback prior to September 1 of the upcoming biennium.

- 3.3 The MFPA shall deliver educational services and programming as identified in their adopted MFPA Educational Program Plan. The MFPA Educational Program Plan shall include anticipated program and/or event dates, event access needs, and identify any permits required for planned events.
- 3.4 The MFPA shall apply for, and obtain, all necessary permits prior to conducting the activities in the MFPA Educational Program Plan.
- 3.5 Nothing in this Agreement should be interpreted to guarantee approval of the Funding Request for the following biennium. The MFPA will be required to sign a contract with the Cities for the funds granted pursuant to the Funding Request.
- 3.6 In performing services, the MFPA shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds.
- 3.7 The Cities shall pay the MFPA for services rendered on an annual basis a minimum of three thousand dollars (\$3,000) from each City to cover basic organizational functions including insurance and bookkeeping. Any amount over three thousand dollars shall be subject to a Funding Request submitted by the MFPA to the City/cities consistent with Section 3.2.
- 3.8 On or around September 1 of each year, the MFPA shall schedule with each City’s staff a presentation to the City Council of the activities of the previous year including identification of accomplishments, challenges, the plan for the coming two-year period, and the revenues and expenditures related to the same. Such a presentation shall occur even if the MFPA does not submit a Funding Request under Section 3.2.
- 3.9 The MFPA shall maintain accounts and records which properly reflect the services performed and cost expended in performance of the MFPA Educational Program Plan and make such accounts and records available upon the request of any City.

- 3.10 The MFPA shall coordinate with the Operations Contractor with regard to the provision of docent/interpretive/educational services and other related activities at the Farm.
- 3.11 The MFPA shall, if required by the Operations Contractor’s contract provisions, clean-up and remove all waste from the Farm after conducting any activities.
- 3.12 The MFPA shall have one member on the Meadowbrook Farm Advisory Body (“MFAB”) and shall confirm the representative by name annually by September 1st.
- 3.13 To avoid any direct or potential conflict of interest, no publicly elected or appointed government official (such as City Commissioners) who staffs the MFAB shall serve on the MFPA board of Directors (those with voting privileges), nor shall any MFPA Directors hold an elected position with any other government entity represented on the MFAB. A City staff liaison, who does not serve on the MFPA board of directors, may attend MFPA meetings in their official capacity only if: (a) the City staff liaison’s employing City supervisor approves and (b) the City staff liaison’s role is to assist the MFPA and coordinate matters in the interest of the staff liaison’s employing City, however, the staff liaison shall not participate in voting.

4. DURATION AND MODIFICATION

- 4.1 Duration. This Agreement shall be effective on the later of May 1, 2024, or the date of the latest signature below and shall continue in effect until 11:59 p.m. on December 31, 2029. Thereafter, this Agreement shall automatically renew for an additional one-year term (“Renewal Term”). Any Party may elect to terminate this Agreement on sixty (60) days’ written notice of termination to the other Parties, given in accordance with this Agreement. Additionally, the Parties may jointly agree to terminate this Agreement at any time.
- 4.2 Modification. This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing and agreed upon and signed by each Party.

5. CITIES’ RESPONSIBILITIES

The Cities shall timely pay invoices submitted by the MFPA, which are consistent with the MFPA Educational Program Plan and MFPA budget allocation approved by the Cities for the given biennium. The Cities shall not be responsible for payment of invoices that exceed the amounts set forth in the Approved MFPA Funding Request.

6. INDEMNIFICATION

The Parties shall indemnify one another as follows:

- 6.1 Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its officers, officials, employees, and agents.
- 6.2 Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees or agents. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 6.3 In the event any Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party/Parties.
- 6.4 The provisions of this Section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. PROPERTY

Nothing in this Agreement affect the terms or conditions of the Cities of North Bend and Snoqualmie's ownership of the Property.

8. DISPUTE RESOLUTION

It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation pursuant to chapter 7.07 RCW. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The Parties shall not resolve a dispute by mandatory arbitration. In the event mediation is not successful, the Parties agree to the jurisdiction of the Superior Court of King County, Washington over any lawsuit filed under this Section.

9. INDEPENDENT CONTRACTOR

Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one Party the employee of

any other Party or Parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker’s compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of the City of North Bend are acting as City of North Bend employees and employees the City of Snoqualmie are acting as City of Snoqualmie employees.

10. NOTICES

Any notice or other communication given hereunder shall be deemed sufficient, if in writing and addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Parties:

City of North Bend:

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

Meadowbrook Farm Preservation Association:

[insert officer;
Insert address]

City of Snoqualmie:

Katherine Ross, Mayor
38624 River Street, PO Box 987
Snoqualmie, WA 98065

11. PARTIAL INVALIDITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

12. ASSIGNABILITY

The rights, duties, and obligations of any Party to this Agreement shall not be assignable.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

14. INSURANCE

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

- A. Scope of Required Insurance. MFPA shall maintain insurance of the types and coverage described below:
1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. **Commercial general liability insurance**, written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent MFPA's and personal injury and advertising injury. The Cities shall each be named as an additional insured under MFPA's Commercial General Liability insurance policy with respect to the work performed under this Agreement, using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. **Professional liability insurance** appropriate to MFPA's profession, written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 4. **Workers' compensation coverage** as required by the Industrial Insurance laws of the State of Washington, if the MFPA has employees.
- B. Additional Insurance Provisions. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. MFPA's automobile liability and commercial general liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects the Cities. Any insurance, self-insurance, or self-insured pool coverage maintained by the Cities shall be excess of MFPA's insurance and shall not contribute with it. MFPA shall provide the Cities with written notice of any policy cancellation within two (2) business days of MFPA's receipt of such notice.
- C. Certificates of Insurance. Within fifteen (15) days of the execution of this Agreement, MFPA shall deliver original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance coverage required by this Section 7.
- D. Failure to Maintain Insurance. MFPA's failure to maintain insurance as required shall constitute a material breach of this Agreement, upon which the Cities may, after giving five

(5) business days' notice to MFPA to correct the breach, immediately terminate this Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Cities on demand, or at the sole discretion of the Cities, offset against funds due MFPA from the Cities.

E. Full Availability of MFPA Limits. If MFPA maintains higher insurance limits than the minimums shown above, the Cities shall be insured for the full available limits of Commercial General and excess or umbrella liability maintained by MFPA, irrespective of whether such limits maintained by MFPA are greater than those required by this Agreement or whether any certificate of insurance furnished to the Cities evidences limits of liability lower than those maintained by MFPA.

15. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. Any provision of this Agreement declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

**MEADOWBROOK FARM
PRESERVATION ASSOCIATION**

[insert name], President
Date: _____

CITY OF NORTH BEND

Mary Miller, Mayor
Date: _____

CITY OF SNOQUALMIE

Katherine Ross, Mayor
Date: _____

ATTEST/AUTHENTICATED:

By: _____
North Bend City Clerk

By: _____
Snoqualmie City Clerk

DRAFT

APPROVED AS TO FORM:

By: _____
Kendra S. Rosenberg
North Bend City Attorney
Dated: _____

By: _____
David A. Linehan
Snoqualmie City Attorney
Dated: _____

DRAFT



Community Development Department

Item 4.

Emily Arteche, AICP, Director
38624 SE River St. | P.O. Box 987
Snoqualmie, Washington 98065
(425) 888-5337 | earteche@snoqualmiewa.gov

MEMORANDUM

To: Planning Commission
From: Andrew Levins, Contact Land Use Planner and Emily Arteche, Director
Date: May 6, 2024
Subject: Concerning consolidating local permit review processes and amending the SMC

INTRODUCTION:

The purpose of this memo is to introduce a forthcoming Snoqualmie Municipal Code, SMC amendment, relating to consolidating local permit review processes in response to recently amended sections of the Revised Code of Washington (RCW) including: RCW 36.70B.140, 36.70B.020, 36.70B.070, 36.70B.080, and 36.70B.160; reenacting and amending RCW 36.70B.110. New sections were added to chapter 36.70B RCW.

BACKGROUND:

The Growth Management Act, GMA directs fully planning jurisdictions to adopt internally consistent comprehensive land use plans. Comprehensive plans are implemented through locally adopted development regulations. Development regulations include zoning ordinances, official controls, subdivision ordinances, and other regulations. State regulations controlling permit review timeframes date back to the mid 1990's; and required permit decisions to be issued within 120 days.

During its 2023 session, the Washington State Legislature passed and the Governor signed [SB 5290](#) which intends to provide prompt and coordinated reviews for project permit applications. The bill specially is designed to decrease permit processing review times by standardizing processing timeframes, i.e., days by permit type. The bill also requires that some cities over 20,000 conduct an annual performance report, by collecting certain data.

ANALYSIS:

City's project permit application time periods are regulated under SMC 14.30.120 -Time limitation for issuance of notice of decision, which states a standard 120 days requirement for issuance of a notice of decision. The new legislation requires local governments to establish and implement time periods for each type of project permit application in their development regulations. Although, there is some flexibility in adjusting the specific number of processing days for each permit type, these timeframes may not exceed the processing timeframes established in SB 5290 unless specifically modified by the local government. A summary of the new timeframes is listed below.

Summary of New Permit Processing Timeframes
65 days for permits which do not require public notice;

100 days for permits which require public notice; and
170 days for permits which require public notice and a public hearing.

Other components to the new legislation include, establishing for the temporary suspension of a permit application, initially collection of only 80 percent of a permit fee, and refunding a portion of the permit fee if the permitting time periods are breached. At this time, the City does not have any established permit fees, with the expectation of Wireless Community Facility permit fee.

Other provision of the bill requires the establishment of a digital permitting process at the Department of Commerce.

The provisions of SB 5290 this act takes effect 7 January 1, 2025.

NEXT STEPS:

Discussion only. Staff will prepare amendments to the SMC, include a crosswalk (matrix) showcasing the existing code and proposed revisions necessary to bring the development code into compliance at a future meeting.

Emily Arteche

From: Rob Wotton
Sent: Sunday, February 18, 2024 4:23 PM
To: Louis Washington; Jo Johnson
Cc: Emily Arteche
Subject: FW: February 20, 2024 Community Development Committee Hybrid Meeting

Hello CMs Washington and Johnson,

I want to share my ideas on priorities:

1. Tourism
 - a. Work with the Snoqualmie Indian Tribe on two upcoming events: the opening of the Casino hotel in Spring 2025, and the FIFA World Cup in June 2026.
 - b. Explore with the help of the Snoqualmie Valley Transportation a Valley shuttle service that moves visitors and employees on a loop servicing the Ridge, Casino, Salish Lodge, and downtown Snoqualmie (Northwest Railway Museum).
2. Housing
 - a. Continue the exploration of the city-owned property adjacent below Habitat for Humanity (Gravenstein Place) for 50-80% AMI affordable housing. Determine if a feasibility study is necessary prior to an RFP.
 - b. Determine if private properties may be acquired (e.g. latent fees or taxes) for similar purposes.
3. Economic Development
 - a. Expansion of the Ridge Business Park
 - b. The need for additional water rights

Best regards,
Rob

Rob Wotton, MBA
Councilmember, Position 2
 Committees: Chair, Public Safety | Member, Economic Development
 425-241-3445 | www.snoqualmiewa.gov



City Hall | 38624 SE River St. | Snoqualmie, WA 98065

NOTICE OF PUBLIC DISCLOSURE: Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to 42.56 RCW.

From: Ashley Wragge <AWragge@snoqualmiewa.gov>
Sent: Thursday, February 15, 2024 12:23 PM

To: Council Members <CouncilMembers@snoqualmiewa.gov>
Subject: February 20, 2024 Community Development Committee Hybrid Meeting

Good Afternoon,
(BCC: Citywide)

The Community Development Committee & Committee of the Whole Hybrid Meeting agenda packet is published and available [here](#).

The meeting is in person and online. In person attendance is offered at Snoqualmie City Hall Council Chambers. Virtual attendance options are listed below.

Join by Telephone at 6:00 PM: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **860 6728 7531** and Password **1730040121** if prompted.
Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.
Press *6 to mute and unmute.

Join by Internet at 6:00 PM: 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 **860 6728 7531**; Enter Password **1730040121**
- 4) Please confirm that your audio works prior to participating.

This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.

Thank you,

Ashley Wragge
Planning Technician
awragge@snoqualmiewa.gov
(425) 465-3618



NOTICE OF PUBLIC DISCLOSURE: Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to 42.56 RCW.