



**CITY COUNCIL SPECIAL ROUNDTABLE MEETING, 6:00 PM**  
**CITY COUNCIL REGULAR MEETING, 7:00 PM**  
**Monday, August 28, 2023**  
**Snoqualmie City Hall, 38624 SE River Street & Zoom**

**MAYOR & COUNCIL MEMBERS**

Mayor Katherine Ross

Councilmembers: Ethan Benson, Cara Christensen,  
Bryan Holloway, Jo Johnson, James Mayhew,  
Louis Washington, and Robert Wotton

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

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.

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- 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**
- 4) Please confirm that your audio works prior to participating.

**SPECIAL ROUNDTABLE AGENDA, 6 PM**

**CALL TO ORDER & ROLL CALL**

**AGENDA APPROVAL**

**CLOSED/EXECUTIVE SESSION**

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.

No action is anticipated to occur following conclusion of the closed session.

**ADJOURNMENT**

**REGULAR AGENDA, 7 PM**

**CALL TO ORDER & ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL**

**PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS**

**Public Hearings**

**Appointments**

2. Swearing In Ceremony - Police Officer David Doucette

**Presentations**

**Proclamations**

**PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA**

**CONSENT AGENDA**

- [3.](#) Approve the City Council Meeting Minutes dated August 14, 2023.
- [4.](#) Approve the Claims Approval Report dated August 28, 2023.
- [5.](#) **AB23-094:** Fourth Amendment to the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with Waste Management
- [6.](#) **AB23-107:** Resolution of Intention to Designate a Residential Targeted Area for the Multi-Family Housing Property Tax Exemption (MFTE) Program and Setting a Public Hearing Date.
- [7.](#) **AB23-108:** Awarding contract for Phase 1 of the Sandy Cove Bank Park Riverbank Restore, and Outfall Project.

**ORDINANCES**

**COMMITTEE REPORTS**

**Finance & Administration Committee:**

- [8.](#) **AB23-097:** Pacific West Rail Model Train Museum

**Proposed Action:** MOVE to approve the Development Agreement and Ground Lease for the Pacific West Rail Model Train Museum, to be located on the “public use” parcel known as Gateway Park, with the agreements to be substantially in the form provided herewith, and authorize the Mayor to sign.

**Public Safety Committee:**

**Community Development Committee:**

**Parks & Public Works Committee:**

- [9.](#) **AB23-101:** Purchase of Community Park Splash Pad Equipment and Installation from Aquatix by Landscape Structures, Inc.

**Proposed Action:** MOVE to adopt Resolution No. 1661 approving a purchase order with Aquatix by Landscape Structures, Inc. for Splash Pad Equipment and Installation.

**Committee of the Whole:**

**REPORTS**

- 10. Mayor's Report
- 11. Commission/Committee Liaison Reports
- 12. Councilmember Regional Liaison Updates

### **CLOSED/EXECUTIVE SESSION**

13. 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.

No action is anticipated to occur following conclusion of the closed session.

14. Potential executive session pursuant to RCW 42.30.110(1)(a)(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**



## CITY COUNCIL SPECIAL MEETING MINUTES CITY COUNCIL REGULAR MEETING MINUTES August 14, 2023

### SPECIAL MEETING

**CALL TO ORDER & ROLL CALL:** Mayor Ross called the Special Meeting to order at 6:00 pm.

**City Council:** Councilmembers Ethan Benson, Bryan Holloway, James Mayhew, Louis Washington, Cara Christensen, and Jo Johnson.

Mayor Ross was also present.

It was moved by CM Benson, seconded by CM Holloway to excuse CM Wotton's presence which was unanimously approved.

**City Staff Present:** Mike Chambless, Interim City Administrator; Deana Dean, City Clerk; Emily Arteche, Community Development Director; Jennifer Ferguson, Finance & HR Director; Drew Bouta, Budget Manager; Brian Lynch, Interim Police Chief; Danna McCall, Communications Coordinator; Mike Bailey, Interim Fire Chief; Nicole Wiebe, Community Liaison; Patrick Fry, Project Engineer; Jeff Hamlin, Interim Parks & Public Works Director; and Jimmie Betts, IT Support.

### AGENDA APPROVAL

It was moved by CM Holloway, seconded by CM Christensen to:

**Approve the agenda as amended.**

PASSED: 6-0 (Benson, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Mayhew, seconded by CM Benson to:

**Remove Executive/Closed Session from Special Meeting to regular Council Meeting.**

Brief discussion followed led by CM Holloway.

FAILED: 0-6 (Benson, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Holloway, seconded by CM Mayhew to:

**Move the Executive/Closed Session to the first item on the agenda.**

PASSED: 6-0 (Benson, Holloway, Mayhew, Washington, Christensen, Johnson)

### OUT OF ORDER

#### EXECUTIVE/CLOSED SESSION

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 lasting approximately 40 minutes. No action is anticipated to occur following conclusion of the Closed Session.

Council entered into Closed Session at 6:06 pm.

Council reconvened into Open Session at 6:47 pm.

### **SPECIAL BUSINESS**

2. Review of 2023 Q1 Quarterly Financial Report. Finance & HR Director Jen Ferguson reviewed the Q1 financial report. Brief discussion followed.

### **ADJOURNMENT**

It was moved by CM Johnson; seconded by CM Washington to:

**Adjourn the Special Meeting.**

PASSED: 6-0 (Benson, Holloway, Mayhew, Washington, Christensen, Johnson)

Special Meeting ended at 6:59 pm.

### **REGULAR MEETING**

**CALL TO ORDER:** Mayor Ross called the Regular Meeting to order 7:00 pm

#### **City Council:**

Mayor Katherine Ross, Councilmembers Ethan Benson, Rob Wotton, Bryan Holloway, James Mayhew, Louis Washington, Cara Christensen, and Jolyon Johnson were present.

#### **City Staff:**

Mike Chambless, Interim City Administrator; David Linehan, Interim City Attorney; Jen Ferguson, Finance and HR Director; Deana Dean, City Clerk; Jeff Hamlin, Interim Parks and Public Works Director; Patrick Fry, Project Engineer; Brian Lynch, Interim Police Chief; Emily Arteche, Community Development Director; Drew Bouta, Budget Manager; Danna McCall, Communications Coordinator; Nicole Wiebe, Community Liaison; Carson Hornsby, Management Analyst (remote); Mike Bailey, Interim Fire Chief; Drew Ward, Police Officer; Marcus Sanchez, Police Officer; Melinda Black, Police Records Technician; Michael L.T. Liebetrau, Police Records and Evidence Technician; and Jimmie Betts, IT Support.

### **PLEDGE OF ALLEGIANCE**

CM Wotton appeared remotely at 7:02 pm.

### **AGENDA APPROVAL**

It was moved by CM Johnson; seconded by CM Holloway to:

**Approve the agenda as amended.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

CM Mayhew moved to remove AB23-101 from the consent agenda.

### **PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS**

3. Swearing In Ceremony – Police Officer Drew Ward. Interim Chief Lynch introduced Officer Ward and spoke to his education and experience. Mayor Ross administered the Oath of Office.

4. Swearing In Ceremony – Police Officer Marcus Sanchez. Interim Chief Lynch introduced Officer Sanchez and spoke to his education and experience. Mayor Ross administered the Oath of Office.
5. **AB23-103:** Appointment to the Planning Commission.

It was moved by CM Holloway; seconded by CM Benson to:

**Confirm the Mayor’s recommendation to appoint Ashleigh Kilcup to the Planning Commission.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

#### **PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA**

- Caroline Villanova of Seattle spoke to the partnership between Snoqualmie and Greenway Trust and commented on the Gateway Park development.

#### **CONSENT AGENDA**

6. Approve the City Council Regular Meeting Minutes dated July 24, 2023, and Special Meeting Minutes dated July 31, 2023.
7. Approve the Claims Approval Report dated August 14, 2023.
8. **AB23-100:** Resolution Approving the Selection of CDK for the Storm Pond Fencing Repair.
9. **AB23-102:** Resolution 1659 designating agent to receive claims.

It was moved by CM Holloway; seconded by CM Washington to:

**Approve the consent agenda as amended.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Holloway, seconded by CM Mayhew to:

**Move AB23-101 to Parks & Public Works Committee Report.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

**ORDINANCES** – None.

#### **COMMITTEE REPORTS**

**Public Safety Committee:** CM Christensen noted the police department has been notified of the price increase at the Issaquah Jail and the department will be joining the Internet Crimes Against Children (ICAC) Task Force.

#### **Community Development Committee:**

10. **AB23-097:** Pacific West Rail Model Train Museum  
Carson Maestas of Snoqualmie spoke regarding this item.

Interim City Administrator Mike Chambless introduced this item. Discussion followed. Peter Hambling of Pacific West Rail Model Train Museum spoke to funding. Continued discussion followed.

It was moved by CM Johnson, seconded by CM Benson:

**Approve the Development Agreement and Ground Lease for the Pacific West Rail Model Train Museum, to be located on the “public use” parcel known as Gateway Park, with the agreements to be substantially in the form provided herewith and authorize the Mayor to sign.**

It was moved by CM Holloway, seconded by CM Mayhew:

**Make changes to the Development Agreement - 4.4 notice to proceed process a, b, c - and have this go back to committee.**

CM Mayhew exited the meeting at 7:57 pm.

It was moved by CM Holloway, seconded by CM Mayhew:

**Amend motion to take Development Agreement back to committee for further discussion.**

PASSED: 6-0 (Benson, Wotton, Holloway, Washington, Christensen, Johnson)

CM Mayhew re-entered the meeting at 8:00 pm.

It was moved by CM Holloway, seconded by CM Mayhew:

**Amend motion to take Ground Lease back to committee for further discussion.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

#### **Parks & Public Works Committee:**

11. **AB23-098:** Approving a Design-Build Contract with Absher Construction, Inc., for the Community Center Expansion. Interim City Administrator Mike Chambless introduced this item. Discussion followed. Jeff Hamlin, Interim Parks & Public Works Director provided explanation of the proposal. Further discussion followed with Jim Dugan answering Council questions.

It was moved by CM Benson, seconded by CM Johnson:

**Adopt Resolution No. 1662 approving a Design-Build Contract to Absher Construction Inc. and authorize the Mayor to sign.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Mayhew, seconded by CM Benson:

**Return to committee and ask committee to work with administration to find minimum price necessary to get preliminary design.**

Seconded withdrawn.

FAILED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Mayhew, seconded by CM Benson:

**Amend the motion to return to committee to explore lower cost options to get to a design.**

FAILED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Johnson, seconded by CM Mayhew:

**Amend the motion to refer back to committee to explore lower or other progressive approvals.**

FAILED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

Council recessed for a five-minute break at 9:35 pm

Council reconvened at 9:42 pm.

12. **AB23-099:** License Agreement with The Line Experience, Inc. Mike Chambless, Interim City Administrator, spoke to this item. Discussion followed.

It was moved by CM Benson, seconded by CM Johnson:

**Approve the license agreement with The Line Experience, Inc., and authorizing the City Administrator to modify the date for termination of the Construction License to reasonably accommodate the time required for construction of the proposed improvements.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Holloway, seconded by CM Christensen to:

**Extend the meeting past 10:00 pm.**

FAILED: 4-3 (Wotton, Johnson, Mayhew, Washington)

It was moved by CM Holloway, seconded by CM Johnson to:

**Continue AB23-101 to the next meeting.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Holloway, seconded by CM Johnson to:

**Continue the Executive Session to the next meeting.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

13. **AB23-101:** Purchase of Community Park Splash Pad Equipment and Installation from Aquatix by Landscape Structures, Inc. This item is continued to the August 28, 2023, Council meeting.

**Finance & Administration Committee:** Not addressed.

**Committee of the Whole:** Not addressed.

**REPORTS** – Not addressed.

#### **EXECUTIVE/CLOSED SESSION**

Closed and Executive Sessions continued to the August 28, 2023, Council meeting.

#### **ADJOURNMENT**

It was moved by CM Holloway; seconded by CM Mayhew to:

**Adjourn the meeting.**

PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

Meeting was adjourned at 10:03 pm.



CITY OF SNOQUALMIE

\_\_\_\_\_  
Katherine Ross, Mayor

Attest:

\_\_\_\_\_  
Deana Dean, City Clerk

DRAFT



**Jennifer Ferguson, Director**  
38624 SE River St. | PO Box 987  
Snoqualmie, Washington 98065  
(425) 888-1555 | [jferguson@snoqualmiewa.gov](mailto:jferguson@snoqualmiewa.gov)

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

**From:** Jerry Knutsen, Financial Services Manager

**Date:** August 28, 2023

**Subject:** CLAIMS REPORT  
Approval of payments for the period: August 1, 2023 through August 15, 2023

### 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. Details are available in documentation provided for City Council review prior to the Finance & Administration Committee meeting. 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 2023-2024 biennial budget, and sufficient funds to cover these payments, as appropriate.

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

Table with columns: CLAIMS, Warrants, ACH, CLAIMS TOTAL. Includes a Grand Total row.

Table with columns: MISCELLANEOUS DISBURSEMENTS, Date, Description, ACH Amount, Wire Amount, MISC TOTAL. Includes a Grand Total row.

Table with columns: PAYROLL (including Payroll Benefits), Warrants, ACH, PAYROLL TOTAL. Includes a Grand Total row.

Total 158,600.02

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.

Jerry Knutsen

Jerry Knutsen, Financial Services Manager/Auditing Officer

Aug 17, 2023

Date

FINANCE & ADMINISTRATION COMMITTEE RECOMMENDATION



**Payroll**  
**Blanket Voucher Document**

Claims presented to the City to be paid on 8/15/2023 in the amount of \$ 136,845.00  
which includes claim warrants numbered - through -,  
totaling \$ 0.00, and direct deposits totaling \$ 136,845.00.

## ACH Check Register

User: 'THolden'  
 Printed: 08/10/2023 - 4:26PM  
 Batch: 00002.08  
 Include Partial: TRUE



Check Date	Check	Partial ACH	Employee Name	Amount
08/15/2023	0	False	Reina McCauley	2,400.00
08/15/2023	0	False	Deana Dean	2,000.00
08/15/2023	0	False	Tania Holden	700.00
08/15/2023	0	False	Jimmie Betts Jr.	1,400.00
08/15/2023	0	False	Brendon Ecker	1,775.00
08/15/2023	0	False	Andrew Latham	1,700.00
08/15/2023	0	False	Sarah Reeder	3,050.00
08/15/2023	0	False	Andrew Jongekryg	1,750.00
08/15/2023	0	False	Christopher Miller	2,000.00
08/15/2023	0	False	Jennifer Ferguson	3,000.00
08/15/2023	0	False	Krista Hintz	1,000.00
08/15/2023	0	False	Debbie Kinsman	1,500.00
08/15/2023	0	False	Gerald Knutsen	400.00
08/15/2023	0	False	Kyla Henderson	2,000.00
08/15/2023	0	False	Janna Walker	2,700.00
08/15/2023	0	False	Tami Wood	1,500.00
08/15/2023	0	False	Danna McCall	3,000.00
08/15/2023	0	False	Brian Lynch	1,500.00
08/15/2023	0	False	Melinda Black	1,600.00
08/15/2023	0	False	Stephanie Butler	2,800.00
08/15/2023	0	False	Austin Gutwein	2,100.00
08/15/2023	0	False	Joseph Spears	2,350.00
08/15/2023	0	False	Drew Ward	2,300.00
08/15/2023	0	False	Michael Peter	2,200.00
08/15/2023	0	False	Pamela Mandery	2,000.00
08/15/2023	0	False	James Aguirre	2,500.00
08/15/2023	0	False	Michael Liebetau	1,250.00
08/15/2023	0	False	Deanna Patterson	1,780.00
08/15/2023	0	False	Craig Miller	2,350.00
08/15/2023	0	False	Marcus Sanchez	2,800.00
08/15/2023	0	False	Joseph Meadows	2,700.00
08/15/2023	0	False	Cory Hendricks	2,400.00
08/15/2023	0	False	Nicholas Schulgen	2,050.00
08/15/2023	0	False	Chase Smith	2,000.00
08/15/2023	0	False	Kim Stonebraker-Weiss	2,000.00
08/15/2023	0	False	James Kaae	2,000.00
08/15/2023	0	False	Jason Weiss	2,000.00
08/15/2023	0	False	Nigel Draveling	1,500.00
08/15/2023	0	False	Dmitriy Vladis	2,000.00
08/15/2023	0	False	Philip Bennett	1,440.00
08/15/2023	0	False	Jordan Jolley	1,950.00
08/15/2023	0	False	Jason Battles	1,800.00
08/15/2023	0	False	Neil MacVicar	1,700.00
08/15/2023	0	False	Ryan Barnet	1,775.00
08/15/2023	0	False	Michael Chambless	4,750.00
08/15/2023	0	False	Kevin Aspy	1,585.00

08/15/2023	0	False	Patrick Fry	2,900.00
08/15/2023	0	False	Andrew Vining	2,950.00
08/15/2023	0	False	Hind Ahmed	3,200.00
08/15/2023	0	False	Thomas Holmes	1,100.00
08/15/2023	0	False	Alec Bagley	1,900.00
08/15/2023	0	False	Joan Quade	1,150.00
08/15/2023	0	False	Ryan Dalziel	1,200.00
08/15/2023	0	False	Jason George	800.00
08/15/2023	0	False	Kevin Halbert	1,350.00
08/15/2023	0	False	Timothy Barrett	1,950.00
08/15/2023	0	False	Donald Harris	200.00
08/15/2023	0	False	Kevin Snyder	1,500.00
08/15/2023	0	False	Christopher Wilson	1,865.00
08/15/2023	0	False	Todd Shinn	1,000.00
08/15/2023	0	False	John Cooper	800.00
08/15/2023	0	False	David Goodman	2,700.00
08/15/2023	0	False	Ilyse Treptow	950.00
08/15/2023	0	False	Jonathan Kesler	2,900.00
08/15/2023	0	False	Rebecca Buelna	1,200.00
08/15/2023	0	False	Dylan Gamble	1,875.00
08/15/2023	0	False	Michael Bailey	1,400.00
08/15/2023	0	False	Tylor Fischer	2,000.00
08/15/2023	0	False	Jacob Fouts	600.00
08/15/2023	0	False	Darby Summers	1,200.00
08/15/2023	0	False	Gregory Heath	2,200.00
08/15/2023	0	False	Matthew West	1,500.00
08/15/2023	0	False	Robert Lasswell	1,400.00
				0.00
				136,845.00
		Total	73	136,845.00






# Claims Approval Report F&A 8-22-23, CM 8-28-23

Final Audit Report

2023-08-18

Created:	2023-08-17
By:	Tania Holden (THolden@snoqualmiewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-V7TOdxyzP29plLOPHJ45UZ9VrW8-n6c

## "Claims Approval Report F&A 8-22-23, CM 8-28-23" History

-  Document created by Tania Holden (THolden@snoqualmiewa.gov)  
2023-08-17 - 3:15:14 PM GMT
-  Document emailed to Jerry Knutsen (JKnutsen@snoqualmiewa.gov) for signature  
2023-08-17 - 3:16:12 PM GMT
-  Email viewed by Jerry Knutsen (JKnutsen@snoqualmiewa.gov)  
2023-08-18 - 0:17:45 AM GMT
-  Document e-signed by Jerry Knutsen (JKnutsen@snoqualmiewa.gov)  
Signature Date: 2023-08-18 - 0:19:59 AM GMT - Time Source: server
-  Agreement completed.  
2023-08-18 - 0:19:59 AM GMT



**BUSINESS OF THE CITY COUNCIL  
CITY OF SNOQUALMIE**

**AB23-094  
August 28, 2023  
Committee Report**

Item 5.

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	<b>AB23-094:</b> Fourth Amendment to the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with Waste Management	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:  <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
	<b>PROPOSED ACTION:</b> Move to approve the fourth amendment to the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with Waste Management and authorize the Mayor to sign.	

<b>REVIEW:</b>	Department Director	Mike Chambless	7/31/2023
	Finance	n/a	Click or tap to enter a date.
	Legal	David Linehan	7/31/2022
	City Administrator	Mike Chambless	8/7/2023

<b>DEPARTMENT:</b>	Parks & Public Works		
<b>STAFF:</b>	Carson Hornsby, Management Analyst		
<b>COMMITTEE:</b>	Parks & Public Works	<b>COMMITTEE DATE:</b> August 22, 2023	
<b>EXHIBITS:</b>	1. Fourth amendment to the Comprehensive Garbage, Recyclables, and Compostables Collection Services Agreement 2. Sample Snoqualmie CCR Model		

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUESTED</b>	\$ n/a

**SUMMARY**

**INTRODUCTION**

On January 1, 2024, King County Solid Waste Division (KCSWD) will restructure its disposal rates by implementing a new fixed annual charge and a reduced basic per-ton fee for all commercial hauler disposal of garbage at county facilities. The proposed amendment to the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with Waste Management (WM) will bring the contract into compliance with King County’s new disposal rate structure.

**LEGISLATIVE HISTORY**

In 2022, King County Council approved the new KCSWD disposal rate structure. King County Council delayed implementation until January 1, 2024, to give cities time to amend their hauler contracts to accommodate the new rate structure.



The Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with WM went into effect on June 1, 2012. The contract has been amended three times on the following dates:

First Amendment: 5/16/2012

Second Amendment: 9/10/2012

Third Amendment: 6/11/2019

### **ANALYSIS**

On January 1, 2024, KCSWD will restructure its disposal rates to implement a fixed annual charge and a reduced basic per-ton fee for all commercial hauler disposal of garbage at county facilities. A majority of KCSWD revenue is currently derived from the per-ton waste disposal fee. As the county implements its aggressive waste reduction programs (RE+), revenues will be reduced significantly under the current rate structure. The county's objective for this rate restructure is to collect the same revenue as the status quo but in a more stable way without shifting costs between cities. The new fixed annual charge will be allocated on a proportionate basis to each jurisdiction within the county disposal system based on the total aggregate tons of garbage sent by each jurisdiction. Cities and waste haulers will need to update the disposal component terms in their collection contracts prior to implementation of the new rate structure. This amendment to the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with WM will allow WM to collect the fixed annual charge from customers for payment to KCSWD.

As the City's commercial waste hauler, WM will be responsible for billing and collecting funds from single-family, multi-family, commercial, and drop-box customers in accordance with the service charges listed in Attachment B of the proposed fourth contract amendment (exhibit 1). WM shall annually adjust the disposal fee component of rates to reflect increases or decreases in the county's tipping fee and fixed annual charge. If for whatever reason WM is not able to collect these fees from customers, the city will not be held responsible for uncollected fees.

On or before September 1<sup>st</sup> of each year, King County shall notify the City and WM of the County tipping fee, fixed annual charge, and estimated commercial garbage tonnage for the next calendar year. On or before October 1<sup>st</sup> of each year, WM shall submit to the City for review and approval a rate adjustment statement, calculating the new rates and the annual composite commercial rate for the next year.

The fixed annual charge is divided by King County's estimated commercial garbage tonnage expressed as a per-ton charge. The per-ton charge is added to the county tipping fee that will be applicable during the next year, the sum of which is the annual composite commercial rate for each ton of city garbage collected during the next year. Adjustments to the disposal fee component of rates charged to customers are based on a percentage increase or decrease in the annual composite commercial rate from the previous year and further adjusted by the excise tax on the change in the disposal fee component. Examples of the modifications to the annual composite commercial rate are provided in attachment C of the proposed fourth contract amendment (exhibit 1).

### **PROPOSED ACTION**

Move to approve the fourth amendment to the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with Waste Management and authorize the Mayor to sign.

**FOURTH AMENDMENT TO COMPREHENSIVE  
GARBAGE, RECYCLABLES, AND COMPOSTABLES  
COLLECTION SERVICES AGREEMENT**

This FOURTH AMENDMENT TO THE COMPREHENSIVE GARBAGE, RECYCLABLES, AND COMPOSTABLES COLLECTION SERVICES CONTRACT (this “Amendment”) is entered into as of July xx, 2023, by and between the City of Snoqualmie, a municipal corporation of the State of Washington (“City”) and Waste Management of Washington, Inc. (“Contractor”). City and Contractor shall each be referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, the Parties are parties to that certain Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract as of June 1, 2012, as amended (the “Contract”);

WHEREAS, Section 3.1.1 of the Contract provides for Rates;

WHEREAS, Section 3.3.2 provides for Disposal Fee Adjustments;

WHEREAS, as of January 1, 2024, King County (“County”) will be restructuring its disposal rates to determine a fixed annual charge (“FAC”) for commercial hauler disposal of all Garbage at the King County disposal facilities, which will be allocated on a proportionate basis to each jurisdiction within the King County Disposal System based on the total aggregate tons of Garbage sent by the respective jurisdictions;

WHEREAS, Garbage from the City is sent to the King County Disposal System and will therefore receive an allocation of the FAC annually;

WHEREAS, the Contractor shall be responsible for billing the FAC as a disposal charge to Customers and remitting the FAC to the County;

WHEREAS, the Parties desire to amend the Contract to describe the Composite Commercial Rate (“CCR”) methodology the Contractor will use to annually allocate and invoice the FAC and the County commercial hauler tipping fee (“County Tipping Fee”) to Customers;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the Parties hereby agree as follows:

**AGREEMENT**

1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings set forth in the Contract.
2. Section 3.1.1, Rates. Section 3.1.1 shall be deleted and replaced in its entirety with the following:

“Section 3.1.1, Rates.

The Contractor shall be responsible for billing and collecting funds from Single-Family Premises, Multi-Family Complex and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its

option, but shall not exceed, the charges listed in Attachment B. The Contractor shall charge Drop-box Customers the Annual CCR (as described in Section 3.3.2) based upon the applicable Drop-box Container weight plus ten percent (10%) to reflect the Contractor's costs and margin related to handling the pass-through disposal component of that service. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.”

3. Section 3.1.2, Itemization on Invoices. The following sentence shall be added to Section 3.1.2: “The Annual CCR shall be itemized separately on Customer invoices.”
4. Section 3.3.2, Disposal Fee Adjustments. Section 3.3.2 shall be deleted and replaced in its entirety with the following:

“3.3.2 Disposal Fee Adjustments. As of January 1, 2024, the Contractor shall annually adjust the disposal fee component of rates to reflect increases or decreases in the County Tipping Fee and King County Fixed Annual Charge (“FAC”). The Contractor shall utilize the Annual Composite Commercial Rate (“Annual CCR”) methodology to annually adjust the disposal fee component of Customer rates to incorporate the FAC as follows:

- a. On or before September 1<sup>st</sup> of each year, the County shall notify the City and Contractor of the County Tipping Fee, FAC, and estimated commercial Garbage tonnage for the next calendar year. The FAC shall be divided by the County's estimated commercial Garbage tonnage which shall be expressed as a per-ton charge (the “Per-Ton FAC”).
- b. The Per-Ton FAC shall be added to the County Tipping Fee that will be applicable during the next year, the sum of which shall be the Annual CCR for each ton of City Garbage during the next year.
- c. Adjustments to the disposal fee component of rates charged to Customers shall be based on percentage increase or decrease in the Annual CCR from the previous year, and further adjusted by the excise tax on the change in the disposal fee component.

Specific examples of rate modifications due to Annual CCR (and due to Consumer Price Index changes) are provided in Attachment C.

Adjustments to the disposal fee component shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

On or before October 1<sup>st</sup> of each year, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates and the Annual CCR for the next year. Notwithstanding the foregoing, in the event that the County notifies the City and the Contractor of the County Tipping Fee, FAC, and estimated commercial Garbage tonnage for the next calendar year after September 1<sup>st</sup>, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement no later than thirty (30) days after receipt of such notice from the County. The City shall have thirty (30) days to approve or disapprove the calculations. If the City disapproves the Contractor’s calculations, the Parties shall meet immediately thereafter to resolve any disagreement as to the correct calculation of the rate adjustment under subsection (b) above or the Annual CCR. Upon approval of the calculations, the Contractor shall provide 45 days’ notice of the new rates to its Customers, and the new rates shall be effective (i) on January 1<sup>st</sup>, or (ii) on the first day of the calendar

month following the end of the 45-day notice period, whichever is later. Any delays in City approval or disapproval shall not be cause for a delay in implementation of the new rates and the Annual CCR.

The business and occupation tax shall be applied to King County disposal fees.”

5. Attachment B, Rates. Attachment B of the Contract shall be deleted and replaced in its entirety with Exhibit 2 hereto.
6. Attachment C, Rate Modification Examples. Attachment C of the Contract shall be deleted and replaced in its entirety with Exhibit 1 hereto.
7. Entire Agreement; Full Force and Effect. This Amendment constitutes the entire agreement between the City and the Contractor, and there are no promises, conditions, terms, obligations, statements or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by both Parties. Except as otherwise provided herein, all other terms and provision of the Contract shall remain in full force and effect.
8. Counterparts. Signatures may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this Contract and binding on the Parties.

\*\*\*

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

**WASTE MANAGEMENT OF  
WASHINGTON, INC.**

**CITY OF SNOQUALMIE**

By: \_\_\_\_\_  
Name: Jason S. Rose  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Attested  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved  
as to  
Form By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT 1**

**ATTACHMENT C - RATE MODIFICATION EXAMPLES**

**Collection Component Adjustment**

The collection component listed in Attachment B will be increased or decreased by the amount of the CPI change:  $NCC = PCC \times [1 + (nCPI - oCPI) / oCPI]$

*Where*

NCC	=	The new collection charge component of the Customer rate for a particular service level
PCC	=	The previous collection charge component of the Customer rate for a particular service level
nCPI	=	The most recent CPI value
oCPI	=	The previous period's CPI value

Using a collection component rate of \$15.00 as an example, if the previous CPI is 143.2, the new CPI is 149.3 the collection component of the rate will increase from \$ 15.00 to \$ 15.64 on January 1, 2024.

**New Collection Component = \$15.00 x [1 + (149.3 - 143.2) / 143.2] = \$15.64**

**Annual CCR Component Adjustment**

The Annual CCR component of the Customer charges listed in Attachment B reflects the combination of the Per-Ton FAC and the County Tipping Fee. Any increase or decrease in the Annual CCR will not become effective until the new Annual CCR charges become effective and are actually charged to the Contractor. The Annual CCR component of each service level will be adjusted as follows:

Step 1:  $nFAC = FAC / TONS$

Step 2:  $nCCR = nFAC + NTF$

Step 3:  $A = ODC \times (nCCR / oCCR)$

Step 4:  $NDC = A + [(A-ODC) \times CETR]$

*Where*

nFAC	=	The new Per-Ton FAC
FAC	=	The new overall King County FAC
TONS	=	The King County estimated commercial garbage tonnage for the upcoming year
nCCR	=	The new Annual CCR for the upcoming year, dollars per ton
NTF	=	The new County Tipping Fee, dollars per ton

A	=	The new pre-excise tax adjusted Annual CCR component
ODC	=	The old Annual CCR component of the Customer rate for a particular service level;
oCCR	=	The old Annual CCR, dollars per ton
NDC	=	The new Annual CCR component of the Customer rate for a particular service level
CETR	=	Current excise tax rate (the current State excise tax rate; 0.0175 used for this example).

For example, using an arbitrary one 35-gallon cart rate of \$20.00 per month with a collection component of \$15.00 and a disposal component of \$5.00:

If the 2024 King County FAC is \$22,614,181 and the estimated 2024 tonnage is 656,580, then the new Per-Ton FAC would be \$34.44. If the new County Tipping Fee is \$150.83 per ton, then the new Annual CCR would be \$185.27 per ton starting January 1, 2024.

If the old disposal component is \$5.00, the old Annual CCR is \$168.68 per ton, and the State Excise Tax rate is 1.75%, the new Annual CCR component of the Customer rate will be \$5.50.

$$\text{New Per-Ton FAC} = \$22,614,181 / 656,580 = \$34.44 \text{ per ton}$$

$$\text{New Annual CCR} = \$34.44 + \$150.83 = \$185.27 \text{ per ton}$$

$$\text{New Pre-Excise Tax Adjusted Annual CCR Component} = \$5.00 \times (\$185.27 / \$168.68) = \$5.49$$

$$\text{New Annual CCR Component} = \$5.49 + [(\$5.49 - \$5.00) \times 1.75\%] = \mathbf{\$5.50}$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside would be \$15.64 plus \$5.50, equaling \$21.14 per month.

**EXHIBIT 2  
ATTACHMENT B - CONTRACTOR RATES**

<b>City of Snoqualmie</b>			2022 Disposal	\$ 154.02		2023 Disposal	\$ 168.68	
			2023 Disposal	\$ 168.68		2024 Disposal	\$ 185.27	
<b>Sample Rates - King County FAC - Subject to change, Rates for illustrative purposes only. Service component CPI increase to be revised at a later date per contract terms.</b>			Disposal Adj.	9.518%		Disposal Adj.	9.835%	
			B&O:	1.75%		B&O:	1.75%	
			CPI %:	9.543%		CPI %:	0.000%	
			Effective as of 1/1/2023			Effective as of 1/1/2024		
<b>Residential</b>	<b>Service Level</b>	<b>Pounds Per Unit</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Total Service Fee</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Total Service Fee</b>
<b>Monthly</b>	One 32 gallon Garbage Cart	20.63	\$ 7.57	\$ 8.92	\$ 16.49	\$ 8.32	\$ 8.92	\$ 17.24
<b>Weekly Residential Curbside Service</b>	One 10 gallon Micro-Can/Cart	7.09	\$ 2.57	\$ 13.39	\$ 15.96	\$ 2.82	\$ 13.39	\$ 16.21
	One 20 gallon Mini-Cart	12.89	\$ 4.69	\$ 20.09	\$ 24.78	\$ 5.15	\$ 20.09	\$ 25.24
	One 32 gallon Garbage Cart	16.50	\$ 6.06	\$ 25.63	\$ 31.69	\$ 6.66	\$ 25.63	\$ 32.29
	One 64-gallon Garbage Cart	33.00	\$ 12.13	\$ 35.53	\$ 47.66	\$ 13.34	\$ 35.53	\$ 48.87
	One 96-gallon Garbage Cart	49.50	\$ 18.21	\$ 45.43	\$ 63.64	\$ 20.03	\$ 45.43	\$ 65.46
	Extras (32 gallon equivalent)	16.50	\$ 1.36	\$ 8.08	\$ 9.44	\$ 1.49	\$ 8.08	\$ 9.57
	<b>Miscellaneous Fees:</b>							
	96 Gallon Extra Yard Waste Cart Rental				\$ 2.60			\$ 2.60
	Yard Waste Extra				\$ 5.12			\$ 5.12
	Wildlife Resistant Container, per month				\$ 4.31			\$ 4.31
	Return Trip				\$ 8.68			\$ 8.68
	Carry-out Charge, per 25 ft, per month				\$ 5.77			\$ 5.77
	Drive-in Charge, per month				\$ 8.68			\$ 8.68
	Overweight/Oversize container (per p/u)				\$ 4.31			\$ 4.31
	Redelivery of containers				\$ 14.52			\$ 14.52
Cart Cleaning (per cart per event)				\$ 14.52			\$ 14.52	
Sunken Can Surcharge per month				\$ 10.88			\$ 10.88	
<b>On-Call Bulky Waste Collection</b>	White Goods, except refrigerators	150.00	\$ 12.73	\$ 70.67	\$ 83.40	\$ 14.00	\$ 70.67	\$ 84.67
	Refrigerators/Freezers	250.00	\$ 21.25	\$ 104.30	\$ 125.55	\$ 23.37	\$ 104.30	\$ 127.67
	Sofas, Chairs	200.00	\$ 16.97	\$ 68.92	\$ 85.89	\$ 18.66	\$ 68.92	\$ 87.58
	Mattresses	100.00	\$ 8.47	\$ 75.32	\$ 83.79	\$ 9.31	\$ 75.32	\$ 84.63



Commercial	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
<b>Weekly Commercial Can and Cart</b>	One 20 gallon Mini-Cart	12.89	\$ 4.69	\$ 15.41	\$ 20.10	\$ 5.15	\$ 15.41	\$ 20.56
	One 32 gallon Garbage Cart	16.50	\$ 6.06	\$ 22.71	\$ 28.77	\$ 6.66	\$ 22.71	\$ 29.37
	One 64-gallon Garbage Cart	33.00	\$ 12.13	\$ 40.01	\$ 52.14	\$ 13.34	\$ 40.01	\$ 53.35
	One 96-gallon Garbage Cart	49.50	\$ 18.21	\$ 54.27	\$ 72.48	\$ 20.03	\$ 54.27	\$ 74.30
	Extras (32 gallon equivalent)	16.50	\$ 1.36	\$ 8.08	\$ 9.44	\$ 1.49	\$ 8.08	\$ 9.57
<b>Weekly Commercial Detachable Container (compacted)</b>	1 Cubic Yard Container	385.00	\$ 141.89	\$ 206.67	\$ 348.56	\$ 156.08	\$ 206.67	\$ 362.75
	1.5 Cubic Yard Container	577.50	\$ 283.86	\$ 292.91	\$ 576.77	\$ 312.26	\$ 292.91	\$ 605.17
	2 Cubic Yard Container	770.00	\$ 425.82	\$ 379.13	\$ 804.95	\$ 468.43	\$ 379.13	\$ 847.56
	3 Cubic Yard Container	1,155.00	\$ 567.78	\$ 530.37	\$ 1,098.15	\$ 624.59	\$ 530.37	\$ 1,154.96
	4 Cubic Yard Container	1,540.00	\$ 709.73	\$ 650.90	\$ 1,360.63	\$ 780.75	\$ 650.90	\$ 1,431.65
	6 Cubic Yard Container	2,310.00	\$ 851.64	\$ 922.54	\$ 1,774.18	\$ 936.86	\$ 922.54	\$ 1,859.40
<b>Commercial Detachable Container (loose)</b>	1 Cubic Yard, 1 pickup/week	110.00	\$ 40.52	\$ 106.37	\$146.89	\$ 44.57	\$ 106.37	\$150.94
	1 Cubic Yard, 2 pickups/week	110.00	\$ 81.06	\$ 212.86	\$293.92	\$ 89.17	\$ 212.86	\$302.03
	1 Cubic Yard, 3 pickups/week	110.00	\$ 121.61	\$ 319.27	\$440.88	\$ 133.77	\$ 319.27	\$453.04
	1 Cubic Yard, 4 pickups/week	110.00	\$ 162.15	\$ 425.74	\$587.89	\$ 178.37	\$ 425.74	\$604.11
	1 Cubic Yard, 5 pickups/week	110.00	\$ 202.70	\$ 532.21	\$734.91	\$ 222.98	\$ 532.21	\$755.19
	2 Cubic Yard, 1 pickups/week	220.00	\$ 81.07	\$ 193.63	\$274.70	\$ 89.18	\$ 193.63	\$282.81
	2 Cubic Yard, 2 pickups/week	220.00	\$ 162.17	\$ 387.34	\$549.51	\$ 178.39	\$ 387.34	\$565.73
	2 Cubic Yard, 3 pickups/week	220.00	\$ 243.28	\$ 581.02	\$824.30	\$ 267.62	\$ 581.02	\$848.64
	2 Cubic Yard, 4 pickups/week	220.00	\$ 324.39	\$ 774.72	\$1,099.11	\$ 356.85	\$ 774.72	\$1,131.57
	2 Cubic Yard, 5 pickups/week	220.00	\$ 405.50	\$ 968.42	\$1,373.92	\$ 446.07	\$ 968.42	\$1,414.49
	3 Cubic Yard, 1 pickup/week	330.00	\$ 121.62	\$ 273.75	\$395.37	\$ 133.79	\$ 273.75	\$407.54
	3 Cubic Yard, 2 pickups/week	330.00	\$ 243.26	\$ 547.61	\$790.87	\$ 267.60	\$ 547.61	\$815.21
	3 Cubic Yard, 3 pickups/week	330.00	\$ 364.89	\$ 821.43	\$1,186.32	\$ 401.40	\$ 821.43	\$1,222.83
	3 Cubic Yard, 4 pickups/week	330.00	\$ 486.55	\$ 1,095.28	\$1,581.83	\$ 535.24	\$ 1,095.28	\$1,630.52
	3 Cubic Yard, 5 pickups/week	330.00	\$ 608.21	\$ 1,369.10	\$1,977.31	\$ 669.07	\$ 1,369.10	\$2,038.17
	4 Cubic Yard, 1 pickup/week	440.00	\$ 162.19	\$ 339.33	\$501.52	\$ 178.42	\$ 339.33	\$517.75
	4 Cubic Yard, 2 pickups/week	440.00	\$ 324.42	\$ 678.71	\$1,003.13	\$ 356.88	\$ 678.71	\$1,035.59
	4 Cubic Yard, 3 pickups/week	440.00	\$ 486.63	\$ 1,018.09	\$1,504.72	\$ 535.32	\$ 1,018.09	\$1,553.41
	4 Cubic Yard, 4 pickups/week	440.00	\$ 648.85	\$ 1,357.46	\$2,006.31	\$ 713.78	\$ 1,357.46	\$2,071.24
	4 Cubic Yard, 5 pickups/week	440.00	\$ 811.06	\$ 1,696.83	\$2,507.89	\$ 892.22	\$ 1,696.83	\$2,589.05
6 Cubic Yard, 1 pickup/week	660.00	\$ 243.31	\$ 487.86	\$731.17	\$ 267.65	\$ 487.86	\$755.51	
6 Cubic Yard, 2 pickups/week	660.00	\$ 486.66	\$ 975.83	\$1,462.49	\$ 535.36	\$ 975.83	\$1,511.19	
6 Cubic Yard, 3 pickups/week	660.00	\$ 729.99	\$ 1,463.79	\$2,193.78	\$ 803.04	\$ 1,463.79	\$2,266.83	
6 Cubic Yard, 4 pickups/week	660.00	\$ 973.33	\$ 1,951.73	\$2,925.06	\$ 1,070.73	\$ 1,951.73	\$3,022.46	
6 Cubic Yard, 5 pickups/week	660.00	\$ 1,216.65	\$ 2,439.67	\$3,656.32	\$ 1,338.40	\$ 2,439.67	\$3,778.07	

Commercial Detachable Container (loose)	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
	8 Cubic Yard, 1 pickup/week	880.00	\$ 324.42	\$ 616.74	\$941.16	\$ 356.88	\$ 616.74	\$973.62
8 Cubic Yard, 2 pickups/week	880.00	\$ 648.85	\$ 1,233.54	\$1,882.39	\$ 713.78	\$ 1,233.54	\$1,947.32	
8 Cubic Yard, 3 pickups/week	880.00	\$ 973.29	\$ 1,850.34	\$2,823.63	\$ 1,070.69	\$ 1,850.34	\$2,921.03	
8 Cubic Yard, 4 pickups/week	880.00	\$ 1,297.74	\$ 2,467.12	\$3,764.86	\$ 1,427.60	\$ 2,467.12	\$3,894.72	
8 Cubic Yard, 5 pickups/week	880.00	\$ 1,622.16	\$ 3,083.93	\$4,706.09	\$ 1,784.49	\$ 3,083.93	\$4,868.42	
Extra loose cubic yard, per pickup	110.00	\$ 9.33	\$ 26.21	\$35.54	\$ 10.26	\$ 26.21	\$36.47	
<b>Commercial Miscellaneous Fees (per occurrence):</b>								
Extra pickups (Monthly rate for 1 pickup/week/container size above divided by 4.33)								
Weekly Yard Debris/Foodwaste service					\$ 12.36	\$ 12.36		
64/96 Gallon Yard Extra Waste Cart Rental					\$ 2.13	\$ 2.13		
Yard Waste Extra					\$ 4.77	\$ 4.77		
Return Trip (Cart)					\$ 8.68	\$ 8.68		
Return Trip (Container)					\$ 14.52	\$ 14.52		
Gate Opening (per p/u)					\$ 2.13	\$ 2.13		
Roll-out Container over 10 feet (per p/u)					\$ 4.31	\$ 4.31		
Unlock Container (per p/u)					\$ 2.13	\$ 2.13		
Carry-out Charge, per 25 ft, per p/u					\$ 5.77	\$ 5.77		
Drive-in Charge, per month (per p/u)					\$ 8.68	\$ 8.68		
Overweight/Oversize container (per p/u)					\$ 14.52	\$ 14.52		
Redelivery of container					\$ 14.52	\$ 14.52		
Cart Cleaning (per cart per event)					\$ 14.52	\$ 14.52		
Commercial Drop-box Collection	Service Level (based on pick ups)		Monthly Rent	Delivery Charge	Haul Charge	Monthly Rent	Delivery Charge	Haul Charge
	Non-compacted 10-15 cubic yard Drop-box		\$ 62.31	\$ 169.14	\$ 206.85	\$ 62.31	\$ 169.14	\$ 206.85
	Non-compacted 20 cubic yard Drop-box		\$ 72.74	\$ 169.14	\$ 206.85	\$ 72.74	\$ 169.14	\$ 206.85
	Non-compacted 25 cubic yard Drop-box		\$ 93.51	\$ 169.14	\$ 206.85	\$ 93.51	\$ 169.14	\$ 206.85
	Non-compacted 30 cubic yard Drop-box		\$ 103.93	\$ 169.14	\$ 206.85	\$ 103.93	\$ 169.14	\$ 206.85
	Non-compacted 40 cubic yard Drop-box		\$ 114.33	\$ 169.14	\$ 206.85	\$ 114.33	\$ 169.14	\$ 206.85
	Compacted 10 cubic yard Drop-box			\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14
	Compacted 20 cubic yard Drop-box			\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14
	Compacted 25 cubic yard Drop-box			\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14
	Compacted 30 cubic yard Drop-box			\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14
	Compacted 40 cubic yard Drop-box			\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14

Temporary/Pick up Collection Hauling	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge	Disposal Fee	Collection Fee	Haul Charge
	2 Yard detachable container	220.00	\$ 18.70	\$ 47.95	\$ 66.65	\$ 20.57	\$ 47.95	\$ 68.52
	4 Yard detachable container	440.00	\$ 37.41	\$ 84.08	\$ 121.49	\$ 41.15	\$ 84.08	\$ 125.23
	6 Yard detachable container	660.00	\$ 56.13	\$ 120.05	\$ 176.18	\$ 61.74	\$ 120.05	\$ 181.79
	8 Yard detachable container	880.00	\$ 74.84	\$ 150.33	\$ 225.17	\$ 82.32	\$ 150.33	\$ 232.65
	Non-compacted 10 cubic yard Drop-box				\$ 254.66			\$ 254.66
	Non-compacted 20 cubic yard Drop-box				\$ 254.66			\$ 254.66
	Non-compacted 30 cubic yard Drop-box				\$ 254.66			\$ 254.66
	Non-compacted 40 cubic yard Drop-box				\$ 254.66			\$ 254.66
Temporary Collection Container Rental and Delivery	Service Level		Delivery Fee	Daily Rental		Delivery Fee	Daily Rental	
	2 Yard detachable container		\$ 169.14	\$ 1.55		\$ 169.14	\$ 1.55	
	4 Yard detachable container		\$ 169.14	\$ 1.82		\$ 169.14	\$ 1.82	
	6 Yard detachable container		\$ 169.14	\$ 2.13		\$ 169.14	\$ 2.13	
	8 Yard detachable container		\$ 169.14	\$ 2.43		\$ 169.14	\$ 2.43	
	Non-compacted 10 cubic yard Drop-box		\$ 169.14	\$ 2.55		\$ 169.14	\$ 2.55	
	Non-compacted 20 cubic yard Drop-box		\$ 169.14	\$ 2.99		\$ 169.14	\$ 2.99	
	Non-compacted 30 cubic yard Drop-box		\$ 169.14	\$ 3.89		\$ 169.14	\$ 3.89	
	Non-compacted 40 cubic yard Drop-box		\$ 169.14	\$ 4.31		\$ 169.14	\$ 4.31	
	<b>Miscellaneous Fees:</b>				<b>Per Event</b>			<b>Per Event</b>
	Return Trip (Drop-box)				\$ 36.37			\$ 36.37
	Stand-by Time (per minute)				\$ 2.25			\$ 2.25
	Drop-box turn around charge				\$ 14.52			\$ 14.52
Hourly Rates	Service				Per Hour			Per Hour
	Rear/Side-load packer + driver				\$ 138.46			\$ 138.46
	Front-load packer + driver				\$ 138.46			\$ 138.46
	Drop-box Truck + driver				\$ 138.46			\$ 138.46
	Additional Labor (per person)				\$ 65.56			\$ 65.56

\*Data provided by King County, subject to change.

## FAC Allocation Table\*

2024 Fixed Annual Charge **\$22,614,181** Estimated Commercial  
 2024 Per Ton FAC: **\$34.44**

Commercial Hauler	2020 - Tons	2021 - Tons	2022 - Tons
Republic	212,141	219,274	220,303
WM	252,874	259,892	268,126
Recology	121,628	128,549	136,624
Republic - Renton*	42,383	43,937	45,804
City of Enumclaw*	5,371	5,810	5,845
Town of Skykomish*	116	103	86
Waste Connections*	2,808	2,842	2,820
<b>Total</b>	<b>637,323</b>	<b>660,407</b>	<b>679,608</b>

\*These hauler accounts serve only a single jurisdiction and do not need further allocation.

### Allocations by Jurisdiction for Aggregated Haulers

Republic **\$7,330,641** Allocated FAC

Jurisdiction	2020 - Tons	2021 - Tons	2022 - Tons
Auburn	5,396	4,261	71
Beaux Arts	95	76	76
Bellevue	58,788	61,875	64,855
Black Diamond	1,620	1,982	2,059
Clyde Hill	966	952	911
Covington	8,315	8,698	8,945
Hunts Point	156	146	147
Issaquah	18	151	41
Kenmore	6,585	6,640	6,733
Kent	78,888	82,290	82,920
Lake Forest Park	3,304	3,320	3,403
Medina	950	960	976
Mercer Island	10	38	29
North Bend	4,149	4,444	4,363
Out of area	18	16	7
Out-of-Area	-	56	74
Sammamish	12,856	12,840	12,071
Sammamish Klahanie	2,819	2,761	2,713
Unincorporated - North	4,400	3,808	3,290
Unincorporated - South	27,176	28,086	29,020
Yarrow Point	290	283	250
<b>Total</b>	<b>216,802</b>	<b>223,683</b>	<b>222,954</b>

**Waste Management**

\$8,921,983 Allocated FAC

Jursidiction	2020 - Tons	2021 - Tons	2022 - Tons
Algona	1,656	2,174	2,246
Auburn	41,759	46,424	49,524
Bothell	2,481	904	616
Duvall	2,221	2,156	2,152
Federal Way	45,859	47,153	45,286
Kirkland	35,769	35,886	35,363
Newcastle	3,711	3,957	3,920
Normandy Park	2,166	2,240	2,109
Pacific	3,812	3,977	3,960
Redmond	31,588	31,771	31,099
Sammamish	126	80	19
<b>Snoqualmie</b>	<b>4,966</b>	<b>4,820</b>	<b>4,662</b>
Tukwila	27,399	28,334	28,194
Unincorporated - North	17,421	17,320	17,972
Unincorporated - South	25,321	25,883	23,507
Woodinville	12,826	11,520	10,051
<b>Total</b>	<b>259,080</b>	<b>264,598</b>	<b>260,680</b>

**Recology**

\$4,546,206 Allocated FAC

Jursidiction	2020 - Tons	2021 - Tons	2022 - Tons
Bothell	14,669	16,270	16,698
Burien	20,643	20,672	20,164
Carnation	899	806	844
Des Moines	12,648	12,684	12,921
Issaquah	17,713	17,899	18,382
Maple Valley	8,841	8,906	9,147
Mercer Island	6,693	6,730	6,565
SeaTac	21,201	24,428	29,917
Shoreline	18,225	18,124	18,948
<b>Total</b>	<b>121,531</b>	<b>126,518</b>	<b>133,585</b>

ial Tonnage - 2024

656,580

2020 - %	2021 - %	2022 - %
33.29%	33.20%	32.42%
39.68%	39.35%	39.45%
19.08%	19.47%	20.10%
6.65%	6.65%	6.74%
0.84%	0.88%	0.86%
0.02%	0.02%	0.01%
0.44%	0.43%	0.41%
<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

FAC Allocation	2024 Annual FAC
32.42%	\$7,330,641
39.45%	\$8,921,983
20.10%	\$4,546,206
6.74%	\$1,524,133
0.86%	\$194,500
0.01%	\$2,871
0.41%	\$93,847
<b>100.00%</b>	<b>\$22,614,181</b>

2020 - %	2021 - %	2022 - %
2.49%	1.91%	0.03%
0.04%	0.03%	0.03%
27.12%	27.66%	29.09%
0.75%	0.89%	0.92%
0.45%	0.43%	0.41%
3.84%	3.89%	4.01%
0.07%	0.07%	0.07%
0.01%	0.07%	0.02%
3.04%	2.97%	3.02%
36.39%	36.79%	37.19%
1.52%	1.48%	1.53%
0.44%	0.43%	0.44%
0.00%	0.02%	0.01%
1.91%	1.99%	1.96%
0.01%	0.01%	0.00%
0.00%	0.02%	0.03%
5.93%	5.74%	5.41%
1.30%	1.23%	1.22%
2.03%	1.70%	1.48%
12.54%	12.56%	13.02%
0.13%	0.13%	0.11%
<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

FAC Allocation	2024 Annual FAC
0.03%	\$2,325
0.03%	\$2,499
29.09%	\$2,132,409
0.92%	\$67,707
0.41%	\$29,941
4.01%	\$294,113
0.07%	\$4,844
0.02%	\$1,359
3.02%	\$221,370
37.19%	\$2,726,370
1.53%	\$111,891
0.44%	\$32,106
0.01%	\$946
1.96%	\$143,457
0.00%	\$225
0.03%	\$2,420
5.41%	\$396,903
1.22%	\$89,194
1.48%	\$108,184
13.02%	\$954,160
0.11%	\$8,217
<b>100.00%</b>	<b>7,330,641</b>

2020 - %	2021 - %	2022 - %
0.64%	0.82%	0.86%
16.12%	17.54%	19.00%
0.96%	0.34%	0.24%
0.86%	0.81%	0.83%
17.70%	17.82%	17.37%
13.81%	13.56%	13.57%
1.43%	1.50%	1.50%
0.84%	0.85%	0.81%
1.47%	1.50%	1.52%
12.19%	12.01%	11.93%
0.05%	0.03%	0.01%
<b>1.92%</b>	<b>1.82%</b>	<b>1.79%</b>
10.58%	10.71%	10.82%
6.72%	6.55%	6.89%
9.77%	9.78%	9.02%
4.95%	4.35%	3.86%
<b>100%</b>	<b>100%</b>	<b>100%</b>

FAC Allocation	2024 Annual FAC
0.86%	\$76,887
19.00%	\$1,694,985
0.24%	\$21,074
0.83%	\$73,642
17.37%	\$1,549,950
13.57%	\$1,210,325
1.50%	\$134,173
0.81%	\$72,197
1.52%	\$135,540
11.93%	\$1,064,378
0.01%	\$652
<b>1.79%</b>	<b>\$159,552</b>
10.82%	\$964,950
6.89%	\$615,120
9.02%	\$804,547
3.86%	\$344,011
<b>100.00%</b>	<b>\$8,921,983</b>

2020 - %	2021 - %	2022 - %
12.07%	12.86%	12.50%
16.99%	16.34%	15.09%
0.74%	0.64%	0.63%
10.41%	10.03%	9.67%
14.57%	14.15%	13.76%
7.27%	7.04%	6.85%
5.51%	5.32%	4.91%
17.44%	19.31%	22.40%
15.00%	14.33%	14.18%
<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

FAC Allocation	2024 Annual FAC
12.50%	\$568,268
15.09%	\$686,218
0.63%	\$28,734
9.67%	\$439,727
13.76%	\$625,584
6.85%	\$311,299
4.91%	\$223,408
22.40%	\$1,018,141
14.18%	\$644,827
<b>100.00%</b>	<b>\$4,546,206</b>

2024 Monthly Charge
\$610,886.8
\$743,498.6
\$378,850.5
\$127,011.1
\$16,208.3
\$239.3
\$7,820.6

2024 Est Tons	2024 FAC
212,838	7,330,641.50
259,041	8,921,982.92
131,995	4,546,205.87
44,252	1,524,133.29
5,647	194,499.51
83	2,871.23
2,725	93,846.69
656,580	22,614,181.00

Overall FAC %
6.74%
0.86%
0.01%
0.41%

2024 Monthly Charge
\$193.79
\$208.27
\$177,700.76
\$5,642.27
\$2,495.11
\$24,509.39
\$403.65
\$113.27
\$18,447.50
\$227,197.49
\$9,324.28
\$2,675.50
\$78.86
\$11,954.75
\$18.71
\$201.63
\$33,075.25
\$7,432.87
\$9,015.37
\$79,513.31
\$684.76

Overall FAC %
0.01%
0.01%
9.43%
0.30%
0.13%
1.30%
0.02%
0.01%
0.98%
12.06%
0.49%
0.14%
0.00%
0.63%
0.00%
0.01%
1.76%
0.39%
0.48%
4.22%
0.04%



2024 Est Tons	2024 FAC
259,041	8,921,983

2024 Monthly Charge
\$6,407.26
\$141,248.72
\$1,756.13
\$6,136.81
\$129,162.51
\$100,860.42
\$11,181.11
\$6,016.43
\$11,295.04
\$88,698.17
\$54.34
<b>\$13,295.99</b>
\$80,412.46
\$51,260.00
\$67,045.57
\$28,667.61

2024 Est Tons	2024 FAC
2,232	\$76,887.10
49,212	\$1,694,984.59
612	\$21,073.61
2,138	\$73,641.78
45,001	\$1,549,950.07
35,141	\$1,210,325.05
3,896	\$134,173.32
2,096	\$72,197.18
3,935	\$135,540.48
30,903	\$1,064,378.09
19	\$652.05
<b>4,632</b>	<b>\$159,551.93</b>
28,016	\$964,949.57
17,859	\$615,120.00
23,359	\$804,546.79
9,988	\$344,011.30

Overall FAC %
0.34%
7.50%
0.09%
0.33%
6.85%
5.35%
0.59%
0.32%
0.60%
4.71%
0.00%
<b>0.71%</b>
4.27%
2.72%
3.56%
1.52%

2024 Monthly Charge
\$47,355.69
\$57,184.86
\$2,394.48
\$36,643.89
\$52,131.96
\$25,941.61
\$18,617.37
\$84,845.05
\$53,735.58

Overall FAC %
2.51%
3.03%
0.13%
1.94%
2.77%
1.38%
0.99%
4.50%
2.85%

**Current King County Solid Waste Division Proposal for 2024 Disposal Fees**

<b>Estimated per Ton Tip Fee:</b>	<b>\$150.83</b>
2024 Allocated FAC for WM:	\$8,921,983
2024 Estimated Commercial Tonnage for WM:	259,041
City of Snoqualmie Estimated Commercial Tonnage:	4,632
Percentage Share of Estimated Commercial Tonnage:	1.79%
City Share of Fixed Charge for 2024:	\$159,552
<b>2024 Fixed Annual Charge per ton equivalent:</b>	<b>\$34.44</b>
<hr/> <b>Composite Per Ton MSW Disposal Fee in 2024:</b>	<hr/> <b>\$185.27</b>
2023 Tip Fee	\$168.68
% Increase in the Composite Tip Fee	<u>9.8%</u>

**City of Snoqualmie  
Attachment B**

2022 Disposal	\$ 154.02
2023 Disposal	\$ 168.68
Disposal Adj.	9.518%
B&O:	1.75%
CPI %:	9.543%

2023 Disposal	\$ 168.68
2024 Disposal	\$ 185.27
Disposal Adj.	9.835%
B&O:	1.75%
CPI %:	0.000%

Item 5.

Sample Rates - King County FAC - Subject to change. Rates for illustrative purposes only.  
Service component CPI increase to be revised at a later date per contract terms.

Residential	Service Level	Service Level Count	Pounds Per Unit	1/1/2023			1/1/2024		
				Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
<b>Monthly</b>	One 32 gallon Garbage Cart		20.63	\$ 7.57	\$ 8.92	\$ 16.49	\$ 8.32	\$ 8.92	\$ 17.24
<b>Weekly</b>	One 10 gallon Micro-Can/Cart		7.09	\$ 2.57	\$ 13.39	\$ 15.96	\$ 2.82	\$ 13.39	\$ 16.21
<b>Residential</b>	One 20 gallon Mini-Cart	166	12.89	\$ 4.69	\$ 20.09	\$ 24.78	\$ 5.15	\$ 20.09	\$ 25.24
<b>Curbside Service</b>	One 32 gallon Garbage Cart	1399	16.50	\$ 6.06	\$ 25.63	\$ 31.69	\$ 6.66	\$ 25.63	\$ 32.29
	One 64-gallon Garbage Cart	1550	33.00	\$ 12.13	\$ 35.53	\$ 47.66	\$ 13.34	\$ 35.53	\$ 48.87
	One 96-gallon Garbage Cart	176	49.50	\$ 18.21	\$ 45.43	\$ 63.64	\$ 20.03	\$ 45.43	\$ 65.46
	Extras (32 gallon equivalent)	148	16.50	\$ 1.36	\$ 8.08	\$ 9.44	\$ 1.49	\$ 8.08	\$ 9.57
	<b>Miscellaneous Fees:</b>								
	96 Gallon Extra Yard Waste Cart Rental					\$ 2.60			\$ 2.60
	Yard Waste Extra					\$ 5.12			\$ 5.12
	Wildlife Resistant Container, per month					\$ 4.31			\$ 4.31
	Return Trip					\$ 8.68			\$ 8.68
	Carry-out Charge, per 25 ft., per month					\$ 5.77			\$ 5.77
	Drive-in Charge, per month					\$ 8.68			\$ 8.68
	Overweight/Oversize container (per p/u)					\$ 4.31			\$ 4.31
	Redelivery of containers					\$ 14.52			\$ 14.52
	Cart Cleaning (per cart per event)					\$ 14.52			\$ 14.52
	Sunken Can Surcharge per month					\$ 10.88			\$ 10.88
<b>On-Call Bulky Waste Collection</b>	White Goods, except refrigerators		150.00	\$ 12.73	\$ 70.67	\$ 83.40	\$ 14.00	\$ 70.67	\$ 84.67
	Refrigerators/Freezers		250.00	\$ 21.25	\$ 104.30	\$ 125.55	\$ 23.37	\$ 104.30	\$ 127.67
	Sofas, Chairs		200.00	\$ 16.97	\$ 68.92	\$ 85.89	\$ 18.66	\$ 68.92	\$ 87.58
	Mattresses		100.00	\$ 8.47	\$ 75.32	\$ 83.79	\$ 9.31	\$ 75.32	\$ 84.63
<b>Commercial</b>	<b>Service Level</b>	<b>Service Level Count</b>	<b>Pounds Per Unit</b>	<b>1/1/2023 Disposal Fee</b>	<b>1/1/2023 Collection Fee</b>	<b>Total Service Fee</b>	<b>1/1/2024 Disposal Fee</b>	<b>1/1/2024 Collection Fee</b>	<b>Total Service Fee</b>
<b>Weekly Commercial Can and Cart</b>	One 20 gallon Mini-Cart		12.89	\$ 4.69	\$ 15.41	\$ 20.10	\$ 5.15	\$ 15.41	\$ 20.56
	One 32 gallon Garbage Cart		16.50	\$ 6.06	\$ 22.71	\$ 28.77	\$ 6.66	\$ 22.71	\$ 29.37
	One 64-gallon Garbage Cart	9	33.00	\$ 12.13	\$ 40.01	\$ 52.14	\$ 13.34	\$ 40.01	\$ 53.35
	One 96-gallon Garbage Cart	20	49.50	\$ 18.21	\$ 54.27	\$ 72.48	\$ 20.03	\$ 54.27	\$ 74.30
	Extras (32 gallon equivalent)	7	16.50	\$ 1.36	\$ 8.08	\$ 9.44	\$ 1.49	\$ 8.08	\$ 9.57
<b>Weekly Commercial Detachable Container (compact)</b>	1 Cubic Yard Container		385.00	\$ 141.89	\$ 206.67	\$ 348.56	\$ 156.08	\$ 206.67	\$ 362.75
	1.5 Cubic Yard Container		577.50	\$ 283.86	\$ 292.91	\$ 576.77	\$ 312.26	\$ 292.91	\$ 605.17
	2 Cubic Yard Container		770.00	\$ 425.82	\$ 379.13	\$ 804.95	\$ 468.43	\$ 379.13	\$ 847.56
	3 Cubic Yard Container		1,155.00	\$ 567.78	\$ 530.37	\$ 1,098.15	\$ 624.59	\$ 530.37	\$ 1,154.96
	4 Cubic Yard Container		1,540.00	\$ 709.73	\$ 650.90	\$ 1,360.63	\$ 780.75	\$ 650.90	\$ 1,431.65
	6 Cubic Yard Container	2	2,310.00	\$ 851.64	\$ 922.54	\$ 1,774.18	\$ 936.86	\$ 922.54	\$ 1,859.40
<b>Commercial Detachable Container (loose)</b>	1 Cubic Yard, 1 pickup/week	24	110.00	\$ 40.52	\$ 106.37	\$ 146.89	\$ 44.57	\$ 106.37	\$ 150.94
	1 Cubic Yard, 2 pickups/week		110.00	\$ 81.06	\$ 212.86	\$ 293.92	\$ 89.17	\$ 212.86	\$ 302.03
	1 Cubic Yard, 3 pickups/week		110.00	\$ 121.61	\$ 319.27	\$ 440.88	\$ 133.77	\$ 319.27	\$ 453.04
	1 Cubic Yard, 4 pickups/week		110.00	\$ 162.15	\$ 425.74	\$ 587.89	\$ 178.37	\$ 425.74	\$ 604.11
	1 Cubic Yard, 5 pickups/week		110.00	\$ 202.70	\$ 532.21	\$ 734.91	\$ 222.98	\$ 532.21	\$ 755.19
	2 Cubic Yard, 1 pickups/week	17	220.00	\$ 81.07	\$ 193.63	\$ 274.70	\$ 89.18	\$ 193.63	\$ 282.81
	2 Cubic Yard, 2 pickups/week		220.00	\$ 162.17	\$ 387.34	\$ 549.51	\$ 178.39	\$ 387.34	\$ 565.73
	2 Cubic Yard, 3 pickups/week		220.00	\$ 243.28	\$ 581.02	\$ 824.30	\$ 267.62	\$ 581.02	\$ 848.64
	2 Cubic Yard, 4 pickups/week		220.00	\$ 324.39	\$ 774.72	\$ 1,099.11	\$ 356.85	\$ 774.72	\$ 1,131.57
	2 Cubic Yard, 5 pickups/week		220.00	\$ 405.50	\$ 968.42	\$ 1,373.92	\$ 446.07	\$ 968.42	\$ 1,414.49
	3 Cubic Yard, 1 pickup/week	10	330.00	\$ 121.62	\$ 273.75	\$ 395.37	\$ 133.79	\$ 273.75	\$ 407.54
	3 Cubic Yard, 2 pickups/week		330.00	\$ 243.26	\$ 547.61	\$ 790.87	\$ 267.60	\$ 547.61	\$ 815.21
	3 Cubic Yard, 3 pickups/week		330.00	\$ 364.89	\$ 821.43	\$ 1,186.32	\$ 401.40	\$ 821.43	\$ 1,222.83
	3 Cubic Yard, 4 pickups/week		330.00	\$ 486.55	\$ 1,095.28	\$ 1,581.83	\$ 535.24	\$ 1,095.28	\$ 1,630.52
	3 Cubic Yard, 5 pickups/week		330.00	\$ 608.21	\$ 1,369.10	\$ 1,977.31	\$ 669.07	\$ 1,369.10	\$ 2,038.17
	4 Cubic Yard, 1 pickup/week	33	440.00	\$ 162.19	\$ 339.33	\$ 501.52	\$ 178.42	\$ 339.33	\$ 517.75
	4 Cubic Yard, 2 pickups/week		440.00	\$ 324.42	\$ 678.71	\$ 1,003.13	\$ 356.88	\$ 678.71	\$ 1,035.59
	4 Cubic Yard, 3 pickups/week		440.00	\$ 486.63	\$ 1,018.09	\$ 1,504.72	\$ 535.32	\$ 1,018.09	\$ 1,553.41
	4 Cubic Yard, 4 pickups/week		440.00	\$ 648.85	\$ 1,357.46	\$ 2,006.31	\$ 713.78	\$ 1,357.46	\$ 2,071.24
	4 Cubic Yard, 5 pickups/week		440.00	\$ 811.06	\$ 1,696.83	\$ 2,507.89	\$ 892.22	\$ 1,696.83	\$ 2,589.05
	6 Cubic Yard, 1 pickup/week	5	660.00	\$ 243.31	\$ 487.86	\$ 731.17	\$ 267.65	\$ 487.86	\$ 755.51
	6 Cubic Yard, 2 pickups/week		660.00	\$ 486.66	\$ 975.83	\$ 1,462.49	\$ 535.36	\$ 975.83	\$ 1,511.19
	6 Cubic Yard, 3 pickups/week		660.00	\$ 729.99	\$ 1,463.79	\$ 2,193.78	\$ 803.04	\$ 1,463.79	\$ 2,266.83
	6 Cubic Yard, 4 pickups/week		660.00	\$ 973.33	\$ 1,951.73	\$ 2,925.06	\$ 1,070.73	\$ 1,951.73	\$ 3,022.46
	6 Cubic Yard, 5 pickups/week		660.00	\$ 1,216.65	\$ 2,439.67	\$ 3,656.32	\$ 1,338.40	\$ 2,439.67	\$ 3,778.07
	8 Cubic Yard, 1 pickup/week	12	880.00	\$ 324.42	\$ 616.74	\$ 941.16	\$ 356.88	\$ 616.74	\$ 973.62
	8 Cubic Yard, 2 pickups/week		880.00	\$ 648.85	\$ 1,233.54	\$ 1,882.39	\$ 713.78	\$ 1,233.54	\$ 1,947.32
	8 Cubic Yard, 3 pickups/week		880.00	\$ 973.29	\$ 1,850.34	\$ 2,823.63	\$ 1,070.69	\$ 1,850.34	\$ 2,921.03
	8 Cubic Yard, 4 pickups/week		880.00	\$ 1,297.74	\$ 2,467.12	\$ 3,764.86	\$ 1,427.60	\$ 2,467.12	\$ 3,894.72
	8 Cubic Yard, 5 pickups/week		880.00	\$ 1,622.16	\$ 3,083.93	\$ 4,706.09	\$ 1,784.49	\$ 3,083.93	\$ 4,868.42
	Extra loose cubic yard, per pickup	16	110.00	\$ 9.33	\$ 26.21	\$ 35.54	\$ 10.26	\$ 26.21	\$ 36.47

**City of Snoqualmie**  
**Attachment B**

2022 Disposal	\$ 154.02
2023 Disposal	\$ 168.68
Disposal Adj.	9.518%
B&O:	1.75%
CPI %:	9.543%

2023 Disposal	\$ 168.68
2024 Disposal	\$ 185.27
Disposal Adj.	9.835%
B&O:	1.75%
CPI %:	0.000%

Item 5.

Sample Rates - King County FAC - Subject to change. Rates for illustrative purposes only.  
Service component CPI increase to be revised at a later date per contract terms.

Commercial Miscellaneous Fees (per occurrence):									
Extra pickups (Monthly rate for 1 pickup/week/container size above divided by 4.33)									
Weekly Yard Debris/Foodwaste service					\$ 12.36			\$ 12.36	
64/96 Gallon Yard Extra Waste Cart Rental					\$ 2.13			\$ 2.13	
Yard Waste Extra					\$ 4.77			\$ 4.77	
Return Trip (Cart)					\$ 8.68			\$ 8.68	
Return Trip (Container)					\$ 14.52			\$ 14.52	
Gate Opening (per p/u)					\$ 2.13			\$ 2.13	
Roll-out Container over 10 feet (per p/u)					\$ 4.31			\$ 4.31	
Unlock Container (per p/u)					\$ 2.13			\$ 2.13	
Carry-out Charge, per 25 ft, per p/u					\$ 5.77			\$ 5.77	
Drive-in Charge, per month (per p/u)					\$ 8.68			\$ 8.68	
Overweight/Oversize container (per p/u)					\$ 14.52			\$ 14.52	
Redelivery of container					\$ 14.52			\$ 14.52	
Cart Cleaning (per cart per event)					\$ 14.52			\$ 14.52	
Service Level (based on pick ups)			Monthly Rent	Delivery Charge	Haul Charge	Monthly Rent	Delivery Charge	Haul Charge	
<b>Commercial</b>	Non-compacted 10-15 cubic yard Drop-box	2	\$ 62.31	\$ 169.14	\$ 206.85	\$ 62.31	\$ 169.14	\$ 206.85	
<b>Drop-box Collection</b>	Non-compacted 20 cubic yard Drop-box	6	\$ 72.74	\$ 169.14	\$ 206.85	\$ 72.74	\$ 169.14	\$ 206.85	
	Non-compacted 25 cubic yard Drop-box	4	\$ 93.51	\$ 169.14	\$ 206.85	\$ 93.51	\$ 169.14	\$ 206.85	
	Non-compacted 30 cubic yard Drop-box	2	\$ 103.93	\$ 169.14	\$ 206.85	\$ 103.93	\$ 169.14	\$ 206.85	
	Non-compacted 40 cubic yard Drop-box		\$ 114.33	\$ 169.14	\$ 206.85	\$ 114.33	\$ 169.14	\$ 206.85	
	Compacted 10 cubic yard Drop-box			\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14	
	Compacted 20 cubic yard Drop-box	3		\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14	
	Compacted 25 cubic yard Drop-box			\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14	
	Compacted 30 cubic yard Drop-box			\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14	
	Compacted 40 cubic yard Drop-box			\$ 169.14	\$ 315.14		\$ 169.14	\$ 315.14	
	Service Level			Pounds Per Unit	1/1/2023 Disposal Fee	1/1/2023 Collection Fee	Total Haul Charge	1/1/2023 Disposal Fee	1/1/2023 Collection Fee
<b>Temporary/ Pickup Collection Hauling</b>	2 Yard detachable container	3 Yard detachable	220.00	\$ 18.70	\$ 47.95	\$ 66.65	\$ 20.57	\$ 47.95	\$ 68.52
	4 Yard detachable container	2	440.00	\$ 37.41	\$ 84.08	\$ 121.49	\$ 41.15	\$ 84.08	\$ 125.23
	6 Yard detachable container	2	660.00	\$ 56.13	\$ 120.05	\$ 176.18	\$ 61.74	\$ 120.05	\$ 181.79
	8 Yard detachable container	2	880.00	\$ 74.84	\$ 150.33	\$ 225.17	\$ 82.32	\$ 150.33	\$ 232.65
	Non-compacted 10 cubic yard Drop-box					\$ 254.66			\$ 254.66
	Non-compacted 20 cubic yard Drop-box					\$ 254.66			\$ 254.66
	Non-compacted 30 cubic yard Drop-box	3				\$ 254.66			\$ 254.66
Non-compacted 40 cubic yard Drop-box					\$ 254.66			\$ 254.66	
Service Level				Delivery Fee	Daily Rental		Delivery Fee	Daily Rental	
<b>Temporary Collection Container Rental and Delivery</b>	2 Yard detachable container			\$ 169.14	\$ 1.55		\$ 169.14	\$ 1.55	
	4 Yard detachable container	2		\$ 169.14	\$ 1.82		\$ 169.14	\$ 1.82	
	6 Yard detachable container	2		\$ 169.14	\$ 2.13		\$ 169.14	\$ 2.13	
	8 Yard detachable container	2		\$ 169.14	\$ 2.43		\$ 169.14	\$ 2.43	
	Non-compacted 10 cubic yard Drop-box			\$ 169.14	\$ 2.55		\$ 169.14	\$ 2.55	
	Non-compacted 20 cubic yard Drop-box			\$ 169.14	\$ 2.99		\$ 169.14	\$ 2.99	
	Non-compacted 30 cubic yard Drop-box	3		\$ 169.14	\$ 3.89		\$ 169.14	\$ 3.89	
	Non-compacted 40 cubic yard Drop-box			\$ 169.14	\$ 4.31		\$ 169.14	\$ 4.31	
Miscellaneous Fees:					Per Event		Per Event		
Return Trip (Drop-box)					\$ 36.37		\$ 36.37		
Stand-by Time (per minute)					\$ 2.25		\$ 2.25		
Drop-box turn around charge					\$ 14.52		\$ 14.52		
Service					Per Hour		Per Hour		
<b>Hourly Rates</b>	Rear/Side-load packer + driver				\$ 138.46		\$ 138.46		
	Front-load packer + driver				\$ 138.46		\$ 138.46		
	Drop-box Truck + driver				\$ 138.46		\$ 138.46		
	Additional Labor (per person)				\$ 65.56		\$ 65.56		



**BUSINESS OF THE CITY COUNCIL  
CITY OF SNOQUALMIE**

**AB23-107  
August 28, 2023  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB23-107: Resolution of Intention to Designate a Residential Targeted Area for the Multi-Family Housing Property Tax Exemption (MFTE) Program and Setting a Public Hearing Date	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed:  <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
	<b>PROPOSED ACTION:</b>	
	Approval a resolution announcing the City’s intention to designate the Mill Site as a residential targeted area for the MFTE program and setting a date for the required public hearing.	

<b>REVIEW:</b>	Department Director	Emily Arteche	8/15/2023
	Finance	Drew Bouta	7/31/2023
	Legal	David Linehan	8/15/2023
	City Administrator	Mike Chambless	Click or tap to enter a date.

<b>DEPARTMENT:</b>	Community Development		
<b>STAFF:</b>	Emily Arteche		
<b>COMMITTEE:</b>	Community Development	<b>COMMITTEE DATE:</b> August 21, 2023	
<b>EXHIBITS:</b>	1. Draft Resolution		

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUESTED</b>	\$ n/a

**SUMMARY**

**INTRODUCTION**

This resolution is intended to announce the City’s intent to designate the Mill Site as a residential targeted area for a Multi-Family Housing Property Tax Exemption (MFTE). The program began in 1995 and was codified as RCW Chapter 84.14, to incentivize residential development in urban centers, designated as “residential targeted areas”. The Mill Site will be the City’s first residentially targeted area. A subsequent public hearing is forthcoming on this matter. After consideration of public testimony, the City may, by resolution designate the targeted area for an exemption

**LEGISLATIVE HISTORY-**

None

**BACKGROUND**

The City Council approved a Development Agreement (DA) with Snoqualmie Mill Ventures LLC in October 2022. The DA, Section 7 requires the City to approve a Multifamily Property Tax Exemption (“MFTE”) resolution and/or ordinance prior to January 1, 2024, designating the property as a residential targeted area pursuant to Chapter 84.14 RCW and amending Chapter 3.10 SMC, as necessary to allow the value of new housing construction in mixed-use buildings with the specific affordable units required by the MFTE statutes to qualify for the 12-year property tax exemption under RCW 84.14.020(1)(a)(ii)(B).

### **ANALYSIS**

The project involves 160 rental units with a mix of 10% of the total number of units in each building at 80% AMI and 12% of the total number of units at 60% AMI. All the units are to be in a multi-family development situated on the upper floors of a mixed-use buildings in Planning Area 1.

The number of affordable units of each type of rental unit developed (i.e., studios, 1-, 2- and 3-bedroom units) shall be proportional to the total number of that type of market rate unit. Rental prices must be set at levels that are no more than 30% of the income of a household earning the specified AMI. Additionally, income eligibility must be verified for each tenant household on application for rental, and an annual report must be filed with the Community Development Director on or before the first business day of each calendar year, identifying the affordable units, their rental prices, and their occupancy by qualified households.

Prior to approval of final civil engineering plans or building permit for the buildings in which residential units are proposed, the owner is required to record against the property an affordable housing rental covenant, assuring that the property will be developed with and used for rental apartment housing, with rental rates priced to be affordable to households earning less than the specified income level for King County for a period of at least 50 years from the date of first occupancy; and any rental rate increases will be limited to the same percentage increases as the annual median income for King County as a whole during the period of the affordable housing rental covenant.

### **BUDGET IMPACTS**

The approval of this agenda bill does not result in any expenditures.

The MFTE is an effective way of incentivizing and producing market-rate and affordable housing options and the assessed valuation of the residential improvements would not be added to the City of Snoqualmie’s total assessed valuation. It is relatively uncertain when the Mill Site multi-family housing will be built or what the assessed valuation of the units will be. The City may wish to consider offsetting tax impacts by reducing the levy rate equal to the amount of increase shared by the other property owners, until the exemption expires, so that their property tax burden remains neutral.

### **NEXT STEPS**

Recommend approval of the resolution for the upcoming August 28, 2023, City Council meeting. A subsequent public hearing will be held on September 11, 2023, followed by the adoption of a second resolution designating the residential targeted area.

### **PROPOSED ACTION**

Adopt Resolution 1663 Intention to Designate a Residential Targeted Area for the Multi-Family Housing Property Tax Exemption (MFTE) Program and Setting a Public Hearing Date

**RESOLUTION NO. 1663****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON, NOTIFYING THE PUBLIC OF ITS INTENT TO DESIGNATE THE MILL SITE PROPERTY AS A RESIDENTIAL TARGETED AREA FOR THE PURPOSE OF ESTABLISHING A MULTI-FAMILY PROPERTY TAX EXEMPTION PROGRAM AS PROVIDED FOR BY RCW 84.14, AND SETTING THE REQUIRED PUBLIC HEARING**

**WHEREAS**, Chapter 84.14 of the Revised Code of Washington provides for special valuations for eligible improvements associated with multi-family housing and for the purpose of creating additional affordable housing; and

**WHEREAS**, on October 24, 2022, the City Council passed Resolution No. 1630, approving the Development Agreement between the City of Snoqualmie and Snoqualmie Mill Ventures, LLC for the Snoqualmie Mill Planned Commercial/Industrial Plan (“Development Agreement”); and

**WHEREAS**, the Development Agreement concerned the property in the City located to the north of Borst Lake and to the east of Mill Pond Road that is commonly known as the former Weyerhaeuser Mill site (“Mill Site Property”); and

**WHEREAS**, under the Development Agreement, the Mill Site Property will be developed in three phases, over a period of 20 years, with a total of approximately 1.83 million gross square feet of light industrial/manufacturing, warehouse, office, retail and residential uses; and

**WHEREAS**, under the Development Agreement, the authorized residential uses for the initial phase of the development include up to 160 multi-family rental apartment units, in a mix of studios, 1-, 2- or 3-bedroom units with a maximum average size of 835 square feet, constructed on floors two through five in three mixed-use buildings and subject to the affordable housing requirements outlined in the Development Agreement; and

**WHEREAS**, pursuant to RCW 84.14.010, the Mill Site Property meets the criteria to be defined as an urban center; and

**WHEREAS**, in order to establish a multifamily property tax exemption (“MFTE”) program the City must designate one or more residential targeted areas within an urban center that are consistent with the criteria in RCW 84.14.040 and within which property tax exemption projects may be considered; and

**WHEREAS**, the Mill Site Property is within an urban center lacking sufficient available, desirable, and convenient residential housing to meet the needs of the public who would be likely to live there if there was sufficient housing available; and

**WHEREAS**, RCW 84.14.040(2) states that a governing authority may adopt a resolution of intent to designate one or more areas, thereby notifying the public of its intent; and

**WHEREAS**, in accordance with RCW 84.14.040(2), the resolution must state the time and place of a hearing to be held by the governing authority to consider the designation of the area(s); and

**WHEREAS**, notice of the public hearing shall be published once each week for two consecutive weeks, not less than seven days, nor more than thirty days before the date of the hearing in a paper having a general circulation in the City in accordance with RCW 84.14.040(3);

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON, AS FOLLOWS:**

**Section 1.** The City Council intends to designate the Mill Site Property, as shown in Exhibit A attached to this resolution, as a residential targeted area for the purpose of establishing a multi-family property tax exemption program as provided for by Ch. 84.14 RCW and Ch. 3.10 SMC.

**Section 2.** A public hearing to seek public comment on and consider the designation of the Mill Site Property as a residential targeted area will be held at a regular meeting of the City Council on September 25, 2023, at 7:00 PM or as soon thereafter as possible, at the Snoqualmie City Hall, located at 38624 SE River St, Snoqualmie, WA 98065. The hearing will be noticed in accordance with RCW 84.14.040(3).

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 28<sup>th</sup> day of August 2023.



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Katherine Ross, Mayor

Attest:

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Deana Dean, City Clerk

Approved as to form:

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David Linehan, Interim City Attorney



**BUSINESS OF THE CITY COUNCIL  
CITY OF SNOQUALMIE**

**AB23-108  
August 28, 2023  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>CONTRACT TITLE:</b>	AB23-108 Awarding contract for phase 1 of the Sandy Cove Bank Park Riverbank Restore, and Outfall Project.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
	<b>PROPOSED ACTION:</b>	
	Move to adopt Resolution No. 1664 awarding a construction contract for Phase 1 of the Sandy Cove Park Riverbank Restoration Project and authorize the Mayor to sign.	

<b>REVIEW:</b>	Department Director	Jeff Hamlin	8/17/2023
	Finance	Janna Walker	8/16/2023
	Legal	David Linehan	8/18/2023
	City Administrator	Mike Chambless	8/18/2023

<b>DEPARTMENT:</b>	Parks & Public Works		
<b>STAFF:</b>	Dylan Gamble		
<b>COMMITTEE:</b>	Parks & Public Works	<b>COMMITTEE DATE:</b> August 22, 2023	
<b>MEMBERS:</b>	Ethan Benson	Bryan Holloway	Jo Johnson
<b>EXHIBITS:</b>	1. Agreement 2. Resolution 1664 3. Bid Tabulation 4. Bid Plans 5. CIP Except: Sandy Cove Park Riverbank Restore. And Outfall Project.		

<b>AMOUNT OF EXPENDITURE</b>	\$ 472,860
<b>AMOUNT BUDGETED</b>	\$ 3,618,000
<b>APPROPRIATION REQUESTED</b>	\$ 0

**SUMMARY**

**INTRODUCTION**

This agenda bill seeks approval to award the construction contract to Rodarte Construction, Inc., for phase 1 of the Sandy Cove Park Riverbank Restoration Project.

**BACKGROUND**

The Sandy Cove bank stabilization project phase 1 project (CIP #STM19003CIP Sandy Cove Park Riverbank Restore. And Outfall Project) will be constructed to protect the riverbank in Sandy Cove Park from erosion due

to migration of the Snoqualmie River. The Project will stabilize the eroding bank and reduce the risks to the park, River Street, adjacent properties, and the existing stormwater infrastructure.

The initial phase, phase 1, of the Sandy Cove Stabilization project is projected for the Summer of 2023 and will include initial shoreline stabilization to halt further bank erosion over the winter of 2023-2024 while design and permitting are completed for phase 2. Sandy Cove has had significant erosion while permitting and designs for the revetment (phase 2) has been underway. Concerns that additional erosion could impact the designs or permitting of the revetment necessitated an immediate bank stabilization. The majority of the phase 1 work is designed to be incorporated into the final phase 2 revetment. The work will consist of a new bank made of a washed gravel fill covered by a coir blanket. On the lower portion of the bank between riparian vegetation and the riverbank the coir blanket will be protected by an additional layer of sandbags and supersacks made of a coir fabric. The upper portion of the bank, up to the existing park grade will be planned with native grasses.

### ANALYSIS

Phase 1 of the Sandy Cove Bank Park Riverbank Restore, and Outfall project was bid and advertised on August 2<sup>nd</sup> with a non-mandatory Bid walkthrough on August 9<sup>th</sup> and closed (Bids opened) on August 16<sup>th</sup>. Five (5) bids were received with the lowest bid from Rodarte Construction, Inc., (Rodarte) for \$434,215.00, not including sales tax. Staff determined that Rodarte was the lowest responsible bidder. Staff recommends awarding the contract for construction to Rodarte Construction, Inc.

Construction is planned for late Summer of 2023.

### BUDGET IMPACTS

Administration recommends approving a contract with Rodarte Construction in the amount of \$472,860 to construct phase 1 of the Sandy Cove Park Riverbank Restoration and Outfall Project. The City incorporated this project in the 2023-2028 Capital Improvement Plan (CIP) (See Exhibit #5). The 2023-24 Amended Budget appropriates \$3,618,000 for this project in the Utilities Capital Fund (#417), with a life-of-project budget of \$5,919,364. Currently \$171,900 has been spent in the current biennium and \$254,644 is encumbered for contracts within the project, leaving \$3,191,456 for new contracts. Therefore, sufficient appropriation exists within the 2023-24 Biennial Budget (Utilities Capital Fund #417) to fund the contract.

#### Sand Cove Park Riverbank Restoration

	Life-of-Project Budget (Multiple Bienniums)	2023-2024 Biennial Budget
Beginning Budget	\$ 5,919,364	\$ 3,618,000
Expenditures	\$ (680,660)	\$ (171,900)
Outstanding Contract Value (Previously Approved)	\$ (254,644)	\$ (254,644)
Current Available Budget	\$ 4,984,060	\$ 3,191,456
Value of this Contract (AB23-108)	\$ (472,860)	\$ (472,860)
Available Budget after AB23-088	\$ 4,511,200	\$ 2,718,596

### NEXT STEPS

Following adoption of the resolution a contract will be initiated with Rodarte Construction, Inc.. Following contracting, Rodarte is expected to begin construction in September 2023 with work being completed in

October 2023. Phase 2 work will be in review for permitting and design into the Fall of 2023. Staff is planning to begin construction of phase 2 in the Summer of 2024.

**PROPOSED ACTION**

Move to adopt Resolution No. 1664 awarding the construction contract to Rodarte Construction, Inc. for Phase 1 of the Sandy Cove Park Riverbank Restoration Project and authorize the Mayor to sign.

## SANDY COVE PARK BANK PROTECTION PHASE 1

## Section 00 05 00

## AGREEMENT

## SANDY COVE PARK BANK PROTECTION PHASE 1

THIS AGREEMENT is made on this \_\_\_\_\_, 2023 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and \_\_\_\_\_, ("Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work (the "Work"), all in full compliance with the contract documents entitled SANDY\_COVE\_PHASE\_1\_100\_DWGS\_R1, which include this Agreement (Section 00 05 00); Contractor's executed Form of Bid and Bid Schedule (Section 00 03 00), executed Performance and Payment Bond (Section 00 04 20), executed Retainage Forms (Section 00 05 10); General Terms and Conditions (00 07 00), those portions of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, 2020 edition specifically incorporated by reference and/or modified herein, Technical Provisions, Appendices \_\_1\_\_, Addenda \_\_1\_\_, and any project drawings or plans.
2. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the above-described Work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents, including the schedule of estimated quantities, and unit and lump sum prices in the Form of Bid, the sum of \$ \_\_\_\_\_, subject to the actual quantity of Work performed, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor hereby promises and agrees to diligently prosecute and obtain Substantial Completion of the Work before October 15, 2023 (the "Contract Time"), and to obtain Physical Completion and Final Acceptance of the Work within the time and as specified in the Contract Documents. The Contractor agrees that Liquidated Damages shall be assessed in the amount of \$1000 per day for any failure to complete the Work within the Contract Time, for any failure to meet a Contract Milestone, and for any failure to achieve Physical Completion and Final Acceptance within the time and as required in the Contract Documents.
  - (a) Substantial Completion date of the project is set for October 15<sup>th</sup> in association with the City's approved hydraulic project approval (HPA) permit with Washington Department of Fish and Wildlife (WDFW). An extension of this permit can be request for up to 15 days. Any work request after the October 15<sup>th</sup>, 2023, date will incur liquidated damages and will only be considered with an approved extension from the WDFW.
4. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

5. The City hereby appoints and the Contractor hereby accepts the Parks & Public Works Director, as the City's representative for the purpose of administering the provisions of this Contract, including the City's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor.
6. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
7. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
8. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the City. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
9. The parties intend that an independent Contractor-City relationship will be created by this Contract. The City is interested only in the results to be achieved, and the implementation of the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the City and shall be subject to the general rights of inspection and review to secure the satisfactory completion thereof.
10. The Contractor agrees and covenants to indemnify, defend, and save harmless, the City and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence. The Contractor expressly waives, as respects the City only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51

RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE OWNER AND CONTRACTOR CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

- 11. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in King County, Washington.
- 12. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 13. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
- 14. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
- 15.
- 16. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

CITY OF SNOQUALMIE ("CITY")

\_\_\_\_\_ [CONTRACTOR]

By

By \_\_\_\_\_

Typed Name: Katherine Ross

Typed Name \_\_\_\_\_

Its: Mayor

Its \_\_\_\_\_

Phone:

Phone: \_\_\_\_\_

Fax:

Fax: \_\_\_\_\_

Date:

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

WA Contractor's License No. \_\_\_\_\_

**RESOLUTION NO. 1664****A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON DETERMINING THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER AND AWARDING A PUBLIC WORKS CONTRACT TO AND AUTHORIZING EXECUTION OF A PUBLIC WORKS CONTRACT WITH RODARTE CONSTRUCTION FOR CONSTRUCTION OF SANDY COVE PARK BANK STABILIZATION PHASE 1.**

**WHEREAS**, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

**WHEREAS**, pursuant to RCW 35A.40.210, procedures for any public work or improvement for code cities shall be governed by RCW 35.23.352; and

**WHEREAS**, on August 2, 2023, the City advertised the construction contract for the Sandy Cove Park Bank Stabilization Phase 1 (“the Project”) for bid, five (5) responsive bids were received, and the lowest responsive bid, was from \$434,215.00 for \$471,991.71 including tax; and

**WHEREAS**, the City’s team has checked references and otherwise determined that Rodarte Construction meets the mandatory bidder responsibility criteria established under RCW 39.04.350 and 39.06.020, and the supplemental bidder responsibility criteria in Section 00 04 00 of the contract documents; and

**WHEREAS**, the Parks and Public Works Director recommend award of this contract to RODARTE CONSTRUCTION. as the lowest responsive, responsible bidder;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:**



Section 1. Determination of Lowest Responsive, Responsible Bidder. Based on the foregoing recitals, which are hereby incorporated as findings of fact, Rodarte Construction is the lowest, responsive, responsible bidder for the Project.

Section 2. Award of Public Works Contract. The contract for the Project is hereby awarded to Rodarte Construction in accordance with its bid proposal.

Section 3. Authorization for Contract Execution. The Mayor is authorized to execute a contract with Rodarte Construction in substantially the form attached hereto as Exhibit A.

Passed by the City Council of the City of Snoqualmie, Washington, this 28<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Katherine Ross, Mayor

Attest:

\_\_\_\_\_  
Deana Dean, City Clerk

Approved as to form:

\_\_\_\_\_  
David Linehan, Interim City Attorney

City of Snoqualmie - Sandy Cove Park Riverbank Stabilization Project - Phase 1

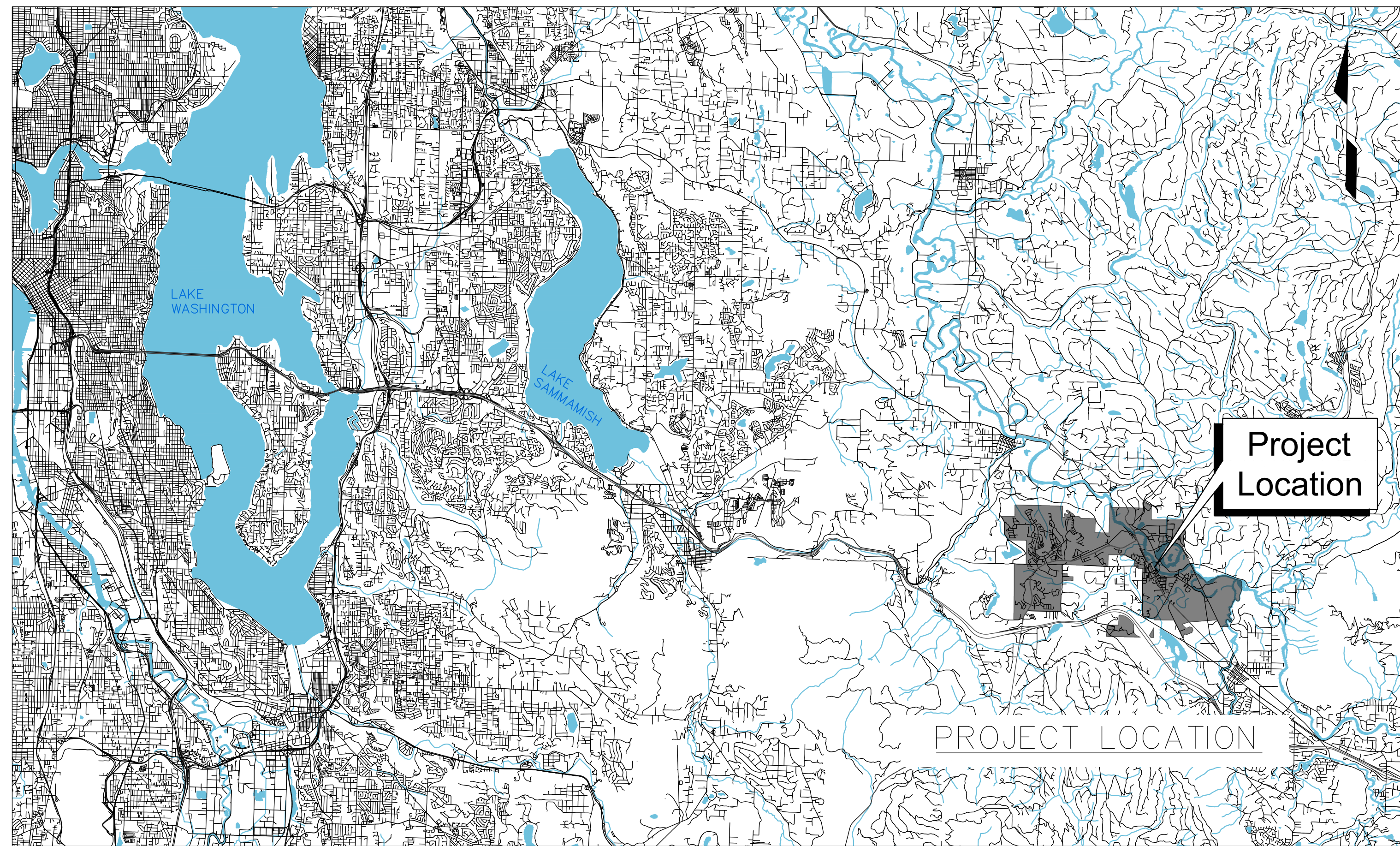
Bid Tabulation

16-Aug-23

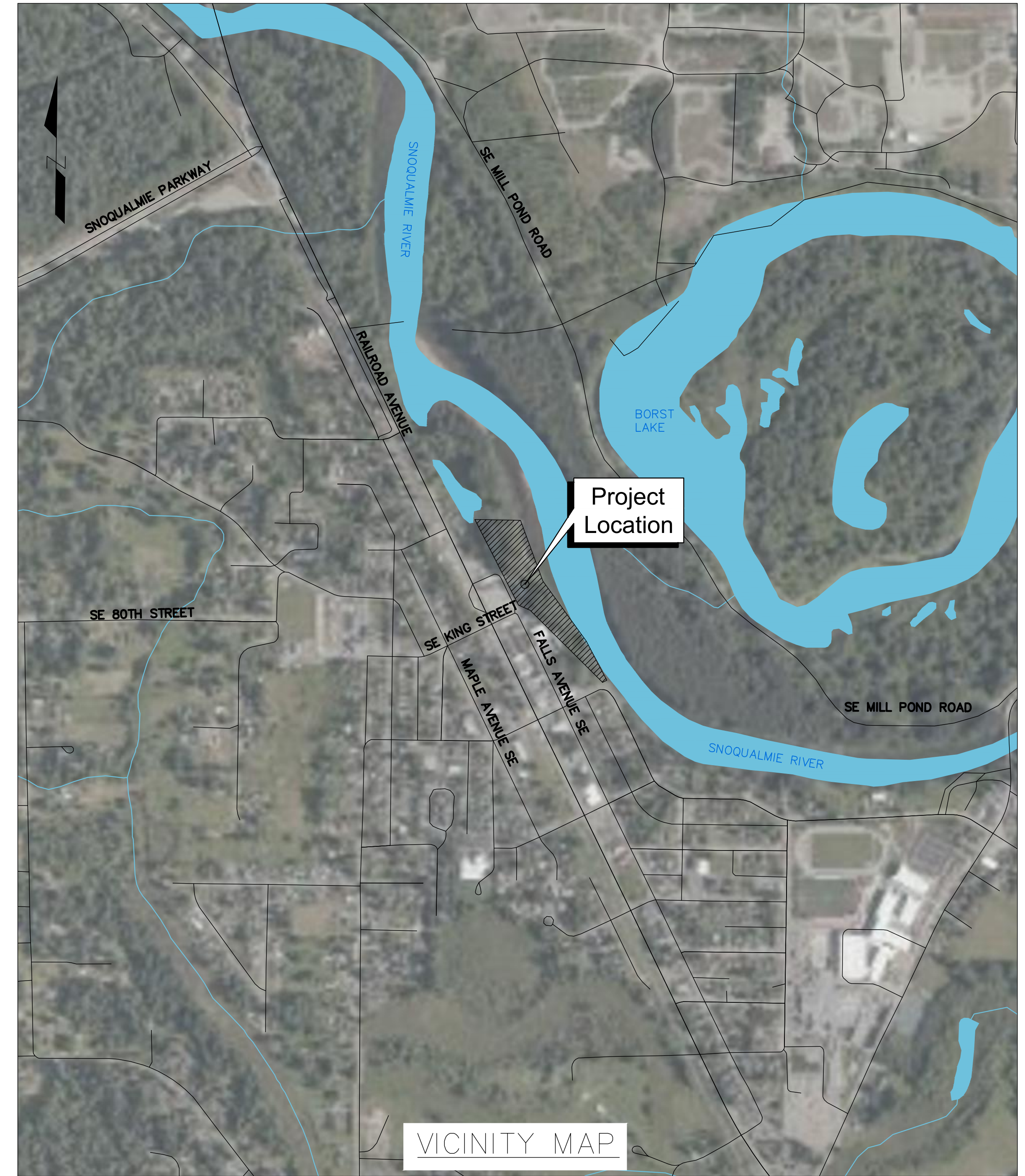
BID ITEM	DESCRIPTION	UNIT	QUANTITY	Northwest Cascade		Rodarte Construction		Taylor's Excavators		A-1 Landscaping		Trimaxx Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 64,000.00	\$ 64,000.00	\$ 38,000.00	\$ 38,000.00	\$ 55,000.00	\$ 55,000.00	\$ 60,000.00	\$ 60,000.00	\$ 54,000.00	\$ 54,000.00
2	Force Account	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	Construction Surveying	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 19,780.00	\$ 19,780.00	\$ 18,000.00	\$ 18,000.00
4	Clearing and Grubbing	AC	0.5	\$ 40,000.00	\$ 20,000.00	\$ 15,000.00	\$ 7,500.00	\$ 10,000.00	\$ 5,000.00	\$ 28,700.00	\$ 14,350.00	\$ 8,000.00	\$ 4,000.00
5	Riverbank Embankment Construction	CY	1600	\$ 66.00	\$ 105,600.00	\$ 54.00	\$ 86,400.00	\$ 75.00	\$ 120,000.00	\$ 190.00	\$ 304,000.00	\$ 100.00	\$ 160,000.00
6	Coir Bulk Bags	EA	35	\$ 450.00	\$ 15,750.00	\$ 650.00	\$ 22,750.00	\$ 250.00	\$ 8,750.00	\$ 220.00	\$ 7,700.00	\$ 1,515.00	\$ 53,025.00
7	Sandbags	CY	475	\$ 560.00	\$ 266,000.00	\$ 360.00	\$ 171,000.00	\$ 275.00	\$ 130,625.00	\$ 290.00	\$ 137,750.00	\$ 278.00	\$ 132,050.00
8	Erosion Control and Water Pollution Prevention	LS	1	\$ 29,500.00	\$ 29,500.00	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00	\$ 87,800.00	\$ 87,800.00	\$ 6,000.00	\$ 6,000.00
9	Temporary Seeding	AC	0.55	\$ 4,400.00	\$ 2,420.00	\$ 7,500.00	\$ 4,125.00	\$ 15,000.00	\$ 8,250.00	\$ 6,580.00	\$ 3,619.00	\$ 8,300.00	\$ 4,565.00
10	Turbidity Curtain	LF	420	\$ 30.00	\$ 12,600.00	\$ 30.00	\$ 12,600.00	\$ 75.00	\$ 31,500.00	\$ 120.00	\$ 50,400.00	\$ 58.00	\$ 24,360.00
11	Coir Matting	SY	1200	\$ 3.75	\$ 4,500.00	\$ 6.00	\$ 7,200.00	\$ 10.00	\$ 12,000.00	\$ 8.00	\$ 9,600.00	\$ 7.60	\$ 9,120.00
12	Stabilized Construction Entrance	SY	170	\$ 62.00	\$ 10,540.00	\$ 30.00	\$ 5,100.00	\$ 30.00	\$ 5,100.00	\$ 15.00	\$ 2,550.00	\$ 33.00	\$ 5,610.00
13	High Visibility Fencing	LF	1340	\$ 5.00	\$ 6,700.00	\$ 6.00	\$ 8,040.00	\$ 7.00	\$ 9,380.00	\$ 12.00	\$ 16,080.00	\$ 6.35	\$ 8,509.00
14	Wood Strand Mulch Access/Work Pad	LS	1	\$ 74,000.00	\$ 74,000.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 7,800.00	\$ 7,800.00	\$ 34,000.00	\$ 34,000.00
				\$ 657,610.00		\$ 434,215.00		\$ 513,605.00		\$ 746,429.00		\$ 538,239.00	

# SANDY COVE PARK BANK RESTORATION PHASE 1 - TEMPORARY BANK PROTECTION

SHEET INDEX		
SHEET OF	SHEET NO.	SHEET TITLE
1	G0.00	COVER, VICINITY MAP, SHEET INDEX
2	G0.01	NOTES & LEGENDS
3	R2.01	EXISTING CONDITIONS
4	R2.02	EXISTING CONDITIONS
5	SC1.01	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN, STAGING AND ACCESS
6	SC1.50	TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS
7	SC1.51	TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS
8	R3.01	GRADING PLAN OVERVIEW
9	R3.02	PROPOSED GRADING PLAN
10	R3.03	TYPICAL SECTIONS
11	R3.04	LOG JAM GRADING TIE-IN
12	R3.50	COIR MAT & COIR BULK BAG DETAILS



0' 10,000' 20,000'  
SCALE 1"=10,000'



VICINITY MAP

0' 500' 1000'  
SCALE 1"=500'

NO.	DATE	BY	CHD.	APPR.	REVISION

DRAWN BY  
**ARW**

CHECKED BY  
**CLB**

DESIGNED BY  
**VC/CLB**

APPROVED BY  
**VC/CLB**

DATE  
**July 31, 2023**

JOB No.: **2003862**

**811 Call 811**  
two business days before you dig

SCALE:  
**AS SHOWN**

38624 SE River Street  
P.O. Box 987  
Snoqualmie, WA 98065  
Phone: (425) 888-1555

12787 gateway drive south  
lukwila, washington 98168-3308  
phone: (206) 241-6000  
fax: (206) 439-2420  
www.nhcweb.com

**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**COVER, VICINITY MAP, SHEET INDEX**

SHEET  
**G0.00**

**GENERAL CONSTRUCTION NOTES:**

1. THE WORK INCLUDES INSTALLING TEMPORARY BANK STABILIZATION MEASURES (INCLUDING WASHED ROCK, COIR FABRIC, SEED MIX, SANDBAGS, DEFLECTOR SACKS) AND RESTORING THE SITE.
  2. THE WORK SHOWN ON THE PLANS SHALL BE SEQUENCED AND PERFORMED IN A MANNER THAT MINIMIZES IMPACTS TO THE RIVER, EXISTING VEGETATION, THE WORK SITE AND ADJACENT PRIVATE PROPERTY AND PUBLIC INFRASTRUCTURE.
  3. THE CONTRACTOR SHALL DECIDE HOW TO SEQUENCE THE WORK. HOWEVER, THIS PROJECT WILL BE CONSTRAINED BY AN IN-WATER WORK WINDOW SET FORTH IN THE PROJECT HYDRAULIC PROJECT APPROVAL PERMIT, SECTION 404 PERMIT, AND ANY OTHER APPLICABLE PERMIT, OUTSIDE OF WHICH NO IN-WATER WORK SHALL OCCUR. WORK WITHIN THE ORDINARY HIGH WATER LINE WILL BE RESTRICTED TO THE DATES SET FORTH IN THE HYDRAULIC PROJECT APPROVAL PERMIT.
  4. PROJECT REPRESENTATIVE IS DEFINED AS THE CONTRACTING AGENCY'S REPRESENTATIVE WHO DIRECTLY SUPERVISES THE ENGINEERING AND ADMINISTRATION OF THE CONSTRUCTION CONTRACT. THE CONTRACTING AGENCY IS DEFINED AS THE CITY OF SNOQUALMIE.
  5. THE CONTRACTOR SHALL STAKE THE LIMITS OF WORK FOR APPROVAL BY THE PROJECT REPRESENTATIVE AT LEAST 5 WORKING DAYS PRIOR TO COMMENCING ONSITE ACTIVITIES. LIMITS OF WORK SHOWN ON THE PLANS REPRESENT WORK AREAS AND DO NOT REPRESENT CLEARING LIMITS.
  6. CLEARING LIMITS ARE NOT SHOWN BUT ARE COINCIDENT WITH GRADING LIMITS. THE CONTRACTOR SHALL STAKE CLEARING LIMITS FOR APPROVAL BY THE PROJECT REPRESENTATIVE AT LEAST 5 WORKING DAYS PRIOR TO COMMENCING ONSITE CLEARING ACTIVITIES. ALL CLEARING NECESSARY FOR CONSTRUCTION SHALL BE LIMITED TO THE AREA REQUIRED FOR SAFE EQUIPMENT OPERATION AND TO MINIMIZE THE AREA OF DISTURBANCE. CLEARING LIMITS SHALL NOT BE EXPANDED UNLESS APPROVED BY THE PROJECT REPRESENTATIVE. THE CONTRACTOR SHALL PRESERVE AS MUCH EXISTING VEGETATION AS POSSIBLE AND NOT DAMAGE OR DISTURB VEGETATION MARKED BY THE PROJECT REPRESENTATIVE FOR PRESERVATION. ALTERATION OR DISTURBANCE OF THE CHANNEL, FLOODPLAIN, AND ANY BANK AND FLOODPLAIN VEGETATION SHALL BE MINIMIZED TO THAT NECESSARY TO CONSTRUCT THE PROJECT.
  7. TREES AND BRUSH NOT SHOWN ON THE PLANS WILL BE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES. THE PROJECT REPRESENTATIVE SHALL IDENTIFY AND FLAG ALL TREES TO BE PROTECTED FROM DAMAGE PRIOR TO CONSTRUCTION. FOLLOWING CLEARING OF ALLOWED VEGETATION, THE CONTRACTOR SHALL STOCKPILE ALL TREES PRIOR TO AND DURING CONSTRUCTION ACTIVITIES FOR USE IN AREAS AS SHOWN ON THE PLANS AND AS DIRECTED BY THE PROJECT REPRESENTATIVE. CLEARED VEGETATION NOT RE-PURPOSED ON THE PROJECT TO BE HAULED OFF SITE AND DISPOSED.
  8. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS ADVANCE NOTICE TO THE PROJECT REPRESENTATIVE PRIOR TO ANY REQUIRED SPECIAL INSPECTION.
  9. CONSTRUCTION MATERIAL AND EQUIPMENT STAGING AREAS SHALL BE LOCATED ENTIRELY WITHIN THE PROJECT EXTENTS. CONSTRUCTION MATERIALS AND EQUIPMENT SHALL NOT BE STORED OUTSIDE OF IDENTIFIED STAGING AREAS UNLESS APPROVED BY THE PROJECT REPRESENTATIVE. THE CONTRACTOR SHALL PROTECT ALL CONSTRUCTION MATERIALS AND EQUIPMENT FROM DAMAGE AT ALL TIMES.
  10. EQUIPMENT USED FOR THIS PROJECT SHALL BE FREE OF EXTERNAL PETROLEUM-BASED PRODUCTS WHILE WORKING NEAR AND IN ANY SURFACE WATER OR WETLANDS. ACCUMULATION OF SOILS OR DEBRIS SHALL BE REMOVED FROM EQUIPMENT PRIOR TO ITS WORKING BELOW THE ORDINARY HIGH WATER LINE AND WITHIN THE WATER.
  11. ALL EQUIPMENT OPERATING IN AREAS WITHIN 25- FEET OF THE ORDINARY HIGH WATER OR IN THE RIVER SHALL USE ONLY BIODEGRADABLE, VEGETABLE BASED HYDRAULIC FLUIDS OR OTHER WDFW APPROVED PRODUCT.
  12. EQUIPMENT SHALL BE CHECKED AT THE BEGINNING OF EACH WORK SHIFT FOR LEAKS, AND ANY NECESSARY REPAIRS SHALL BE COMPLETED PRIOR TO COMMENCING WORK ACTIVITIES.
  13. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO PETROLEUM PRODUCTS, HYDRAULIC FLUID, CHEMICALS, OR ANY OTHER TOXIC OR DELETERIOUS MATERIALS ARE ALLOWED TO ENTER OR LEACH INTO THE RIVER, GROUNDWATER OR THE PROJECT SITE FROM EQUIPMENT OR SUPPLIES USED DURING CONSTRUCTION.
  14. CONTRACTOR SHALL LIMIT MACHINERY MOVEMENT TO THE PROJECT EXTENTS DEFINED ON THE PLANS OR IDENTIFIED AS ACCEPTABLE BY THE PROJECT REPRESENTATIVE.
  15. TURBIDITY MONITORING AND FISHERIES IMPACT MONITORING WILL BE COMPLETED BY THE PROJECT REPRESENTATIVE DURING CONSTRUCTION WORK. IF AT ANY TIME, AS A RESULT OF PROJECT ACTIVITIES, FISH ARE OBSERVED IN DISTRESS, A FISH KILL OCCURS, OR WATER QUALITY PROBLEMS DEVELOP (INCLUDING EQUIPMENT LEAKS OR SPILLS), OPERATIONS SHALL CEASE AND THE PROJECT REPRESENTATIVE SHALL BE NOTIFIED IMMEDIATELY. WASHINGTON DEPARTMENT OF FISH AND WILDLIFE AND WASHINGTON STATE DEPARTMENT OF ECOLOGY SHALL BE CONTACTED IMMEDIATELY BY THE PROJECT REPRESENTATIVE. WORK SHALL NOT RESUME UNTIL FURTHER APPROVAL BY THE PROJECT REPRESENTATIVE.
- REBEKAH PADGETT, ECOLOGY'S FEDERAL PERMIT MANAGER/COORDINATOR  
(425)-649-7129  
REBEKAH.PADGETT@ECY.WA.GOV
- KEVIN LEE, WDFW SNOQUALMIE WATERSHED HABITAT BIOLOGIST  
{425}-217-7085  
KEVIN.LEE@DFW.WA.GOV HPA PERMIT# TBD AT THE TIME OF CLEAR AND GRADING SUBMITTAL
16. EROSION AND SEDIMENT CONTROL METHODS SHALL BE USED TO PREVENT SILT-LADEN WATER FROM ENTERING THE RIVER. MINIMUM EROSION AND WATER POLLUTION CONTROL AND WATER MANAGEMENT BMPs ARE SHOWN ON SHEETS SC1.01, SC1.50, AND SC1.51. THE CONTRACTOR SHALL IMPLEMENT THE PLAN, ADD ANY ADDITIONAL MEASURES REQUIRED TO MEET WASHINGTON STATE WATER QUALITY STANDARDS AND PROJECT PERMIT CONDITIONS, AND SHALL BE RESPONSIBLE FOR ALL EROSION AND SEDIMENT CONTROL, WATER MANAGEMENT, AND WORK AREA ISOLATION NEEDED DURING CONSTRUCTION ACTIVITIES. ALL CONSTRUCTION ACTIVITY SHALL ABIDE BY THE WOPMP {WATER QUALITY MONITORING AND PROTECTION PLAN} AND SWPPP {STORMWATER POLLUTION PREVENTION PLAN}.
  17. IF HIGH FLOW CONDITIONS THAT MAY CAUSE SILTATION, EROSION OR A DANGEROUS WORK ENVIRONMENT ARE ENCOUNTERED DURING CONSTRUCTION, WORK SHALL STOP IN THOSE AFFECTED AREAS UNTIL THE FLOW SUBSIDES.
  18. CULTURAL RESOURCES MONITORING WILL BE COMPLETED BY THE PROJECT REPRESENTATIVE DURING CONSTRUCTION. WORK WILL BE STOPPED IMMEDIATELY IF HUMAN REMAINS OR ARTIFACTS ARE DISCOVERED.

**SURVEY NOTES:**

1. PARCEL ID NUMBERS FROM KING COUNTY GIS CENTER. DATA COMPILED IN 2016. OBTAINED DECEMBER 6, 2020 FROM AGENCY WEBSITE: [HTTP://KINGCOUNTY.GOV/SERVICES/GIS/MAPS/PARCEL-VIEWER.ASPX](http://kingcounty.gov/services/gis/maps/parcel-viewer.aspx)
  2. PROPERTY BOUNDARY ON REVETMENT DRAWING SHEETS TAKEN FROM CITY OF SNOQUALMIE GIS DATABASE DATED 2014.
- HORIZONTAL DATUM:**  
THE HORIZONTAL DATUM FOR THIS SURVEY IS NAD 83/91, WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, BASED ON THE WASHINGTON STATE REFERENCE NETWORK (WSRN).
- VERTICAL DATUM:**  
THE VERTICAL DATUM FOR THIS SURVEY IS NAVD 88 FEET, BASED ON THE WASHINGTON STATE REFERENCE NETWORK (WSRN).
- GROUND SURVEY\*\* NOTES:**
1. CONTROL SURVEY PERFORMED BY KPFF USING RTK METHODS WITH THE USE OF TOPCON GR5 GPS RECEIVERS, TOPOGRAPHIC AND SUPPLEMENTAL CONTROL PERFORMED USING CONVENTIONAL METHODS WITH THE USE OF TOPCON PS 101 ROBOTIC TOTAL STATION.
  2. THE WORK PERFORMED DURING THE COURSE OF THIS SURVEY MEETS OR EXCEEDS THE STANDARDS AS SET FORTH IN WAC 332-130-090.
  3. SURVEY WORK COMPLETED IN MAY 2017.
- TOPOBATHYMETRIC LIDAR & BATHYMETRIC SURVEY\*\* NOTES:**
1. RIVERBED AND BANK CONDITIONS CHANGE FREQUENTLY. THE BATHYMETRIC SURVEY IS REPRESENTATIVE OF THE CONDITIONS AS THEY EXISTED AT THE TIME OF SURVEY ONLY.
  2. THE SURVEY WAS PERFORMED USING A COMBINATION OF TOPOBATHYMETRIC LIDAR BY QUANTUM SPATIAL, AND AN INTEGRATED SINGLE-BEAM HYDROGRAPHIC SYSTEM USING NETWORK RTK BY NORTHWEST HYDRAULIC CONSULTANTS.
  3. HYDROGRAPHIC POINTS OBTAINED ON THIS PROJECT WERE COLLECTED BY A COMBINATION TOPOBATHYMETRIC LIDAR, AND A SONAR MITE MILSPEC SINGLE BEAM ECHO SOUNDER WITH A 200KHZ, 4 DEGREE BEAM WIDTH TRANSDUCER WITH A STATED ACCURACY OF 1CM + 0.1% DEPTH, INTEGRATED WITH NETWORK RTK FOR POSITION AND ALTITUDE.
  4. ALL BATHYMETRIC SURVEY WORK OCCURRED BETWEEN JANUARY AND MARCH, 2019.
  5. UPDATED BANKLINE SURVEY AND AERIAL PHOTOGRAMMETRY SURVEY PERFORMED ON FEBRUARY 25, 2023 BY NORTHWEST HYDRAULIC CONSULTANTS.

**TESC NOTES:**

1. SEE SHEETS G0.00 & G0.01 FOR ABBREVIATIONS, EXISTING FEATURE LEGEND AND GENERAL NOTES.
2. FIELD LOCATE TESC CONTROLS TO ADJUST TO CHANGING SITE CONDITIONS AND CONSTRUCTION PROGRESS.
3. PROVIDE PROTECTION IN ALL DOWNSTREAM INLETS AND CATCH BASINS WITHIN 500 FEET OF THE APPROXIMATE LIMIT OF WORK/CONSTRUCTION.
4. PREVENT EROSION FROM LEAVING THE CONSTRUCTION SITE THROUGH THE USE OF PERIMETER CONTROLS SUCH AS FILTER FABRIC FENCE, COMPOST SOCKS, STRAW WATTLES, INTERCEPTOR DITCHES OR BERMS.
5. REMOVE AND DISPOSE OF ALL TESC MEASURES AT THE COMPLETION OF THE PROJECT WHEN ALL DISTURBED AREAS HAVE BEEN FULLY AND FINALLY STABILIZED. RESTORE STAGING AREA TO APPROXIMATELY MATCH EXISTING GRADES AT END OF CONSTRUCTION.
6. EXPOSED AND UNWORKED AREAS SHALL BE STABILIZED WITH MULCHING, NETS AND BLANKETS, PLASTIC COVERING, OR OTHER BEST MANAGEMENT PRACTICES APPROVED BY THE DEPARTMENT OF ECOLOGY. NO SOILS SHALL REMAIN EXPOSED OR UNWORKED FOR MORE THAN 7 DAYS.
7. PREPARE STAGING AREA WITH TEMPORARY SURFACE STABILIZATION MEASURES TO FACILITATE USE OF HEAVY EQUIPMENT. REMOVE ALL STABILIZATION MEASURES AFTER CONSTRUCTION.
8. WETLAND BOUNDARY BASED ON THE WETLAND DELINEATION CONDUCTED BY 48 NORTH ON NOVEMBER 18, 2021.
9. MORE STRINGENT WET-SEASON TESC REQUIREMENTS WILL APPLY BEGINNING OCTOBER 1. WET-SEASON REQUIREMENTS ARE IN KCSWDM D.2.4.2.
10. ALL OF PROJECT SITE IS IN THE FEMA FLOODPLAIN. ALL BUT A SMALL PORTION OF THE STAGING AREA IS IN THE FEMA REGULATORY FLOODWAY AS SHOWN ON SHEET SC1.01.
11. NO EQUIPMENT SHALL BE OPERATED OFF OF THE WOOD STRAND MULCH ACCESS ROAD AND WORK PAD EXCEPT FOR CLEARING AND GRUBBING AND FINAL SITE RESTORATION.

**LEGENDS:**

1. THESE SYMBOLS, LINETYPES AND ABBREVIATIONS APPLY TO THE ENTIRE SET OF SHEETS
2. LISTING OF SYMBOLS, LINETYPES, AND ABBREVIATIONS DOES NOT IMPLY THAT ALL ARE USED IN THE SHEETS

**SURVEY LEGEND:**

	FOUND MONUMENT		BUILDING
	LUMINARE		OVERHANG
	JUNCTION BOX		OVERHEAD UTILITY
	POWER POLE		GUARDRAIL
	SERVICE POLE		CONCRETE
	UTILITY POLE		EDGE PAVEMENT
	POWER TRANSFORMER		RAILROAD TRACK
	POWER VAULT		ROAD PAINT
	POWER METER		FACE OF CURB
	GUY POLE		GRAVEL
	ANCHOR		FENCE
	POLE WITH LIGHT		PORCH
	LIGHT JUNCTION BOX		LANDSCAPE
	SIGNAL POLE		RETAINING WALL
	TELEPHONE MANHOLE		FACE OF CURB
	TELEPHONE VAULT		ROCKERY
	TELEPHONE PEDESTAL		WOOD
	TELEVISION PEDESTAL		PROPOSED TRAIL
	TELEVISION MANHOLE		WETLAND BOUNDARY
	HYDRANT		STORM
	WATER METER		UNDERGROUND POWER
	WATER-01		GAS
	WATER VAULT		WATER
	WATER VALVE		SANITARY PIPE
	IRRIGATION VALVE		BREAKLINE
	WATER FOUNTAIN		TOP
	GAS METER		TOE
	GAS VALVE		DITCH
	SSWR-03		RAILROAD RIGHT OF WAY
	SANITARY SEWER MANHOLE		RIGHT OF WAY
	SANITARY SEWER CLEANOUT		APPROXIMATE SHORELINE
	STORM DRAIN MANHOLE		VACATED
	CATCH BASIN		LOT
	POST		CL RR
	HEDGE		PROPERTY LINE
	BOLLARD		EXISTING MAJOR CONTOUR (10 FT)
	SHRUB		EXISTING MINOR CONTOUR (2 FT)
	BOULDER		EXISTING GRADE PROFILE
	BIKE RACK		CONCRETE WALK
	HANDICAP PARKING		CONCRETE
			ASPHALT
			LANDSCAPE
			ORDINARY HIGH WATER MARK
			HANDICAP
			BUILDING HATCH
			CONCRETE HATCH
			SIGN
			BUSH
			CONIFER
			DECIDUOUS
			WETLAND FLAG

**PROPOSED LEGEND:**

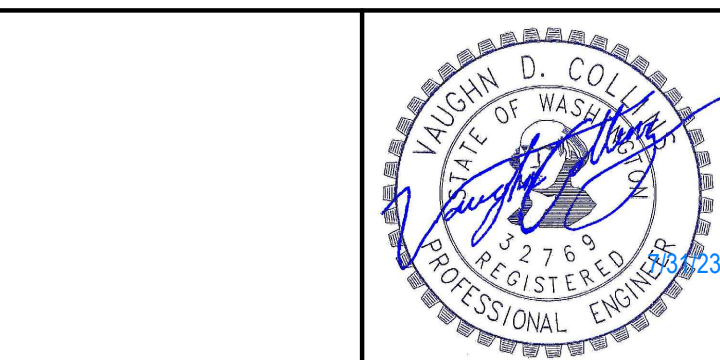
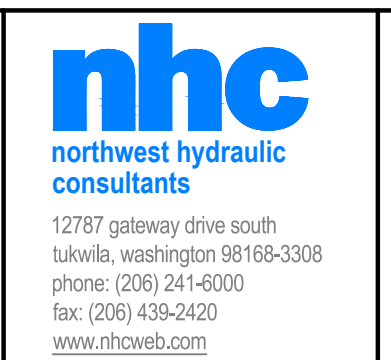
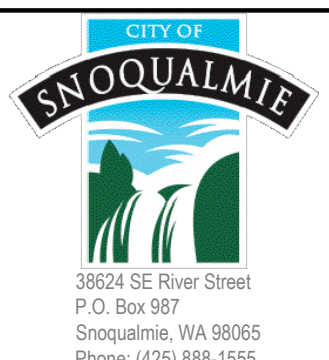
	LIMITS OF WORK
	PROPERTY LINE
	HI-VS SILT FENCE
	SECURITY FENCE
	TURBIDITY CURTAIN
	ORDINARY HIGH WATER LINE
	PROPOSED MAJOR CONTOUR (10FT)
	PROPOSED MINOR CONTOUR (2FT)
	FLOW DIRECTION ARROW
	QUARRY SPALL
	WOOD STRAND MULCH

NO.	DATE	BY	CHD.	APPR.	REVISION

DRAWN BY <b>ARW</b>	DESIGNED BY <b>VC/CLB</b>
CHECKED BY <b>CLB</b>	APPROVED BY <b>VC/CLB</b>
DATE <b>July 31, 2023</b>	
JOB No. : <b>2003862</b>	

**811 Call 811**  
two business days before you dig

SCALE:  
**AS SHOWN**



**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**NOTES & LEGENDS**

SHEET
<b>G0.01</b>

SE 1/4 SEC. 30 T. 24 N, R 8 E.

- NOTES:
1. EXISTING CONTOURS BASED ON LIDAR PROVIDED BY KING COUNTY (DATED MARCH 21, 2019) AND A RIVERBED SURVEY DATED MARCH 29, 2019 BY NHC
  2. AERIAL IMAGERY TAKEN FEBRUARY 24, 2023.
  3. ORDINARY HIGH WATER MARK (OHW) BASED ON FIELD SURVEY BY NHC, DATED FEBRUARY 24, 2023.



**LEGEND**

2005 Bankline	
2016 Bankline	
2019 Bankline	
2021 Bankline	
2022 Bankline	
2023 Bankline/ Ordinary High Water	OHW

NO.	DATE	BY	CHD.	APPR.	REVISION

DRAWN BY <b>ARW</b>	DESIGNED BY <b>VC/CLB</b>
CHECKED BY <b>CLB</b>	APPROVED BY <b>VC/CLB</b>
DATE <b>July 31, 2023</b>	
JOB No.: <b>2003862</b>	

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two business days  
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SCALE:  
**AS SHOWN**

**nhc**  
northwest hydraulic  
consultants

12787 gateway drive south  
lukwila, washington 98168-3308  
phone: (206) 241-8000  
fax: (206) 439-2420  
www.nhcweb.com

**VAUGHN D. COLLIER**  
STATE OF WASHINGTON  
REGISTERED  
PROFESSIONAL ENGINEER  
No. 32769

**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**EXISTING CONDITIONS**

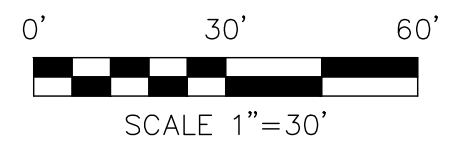
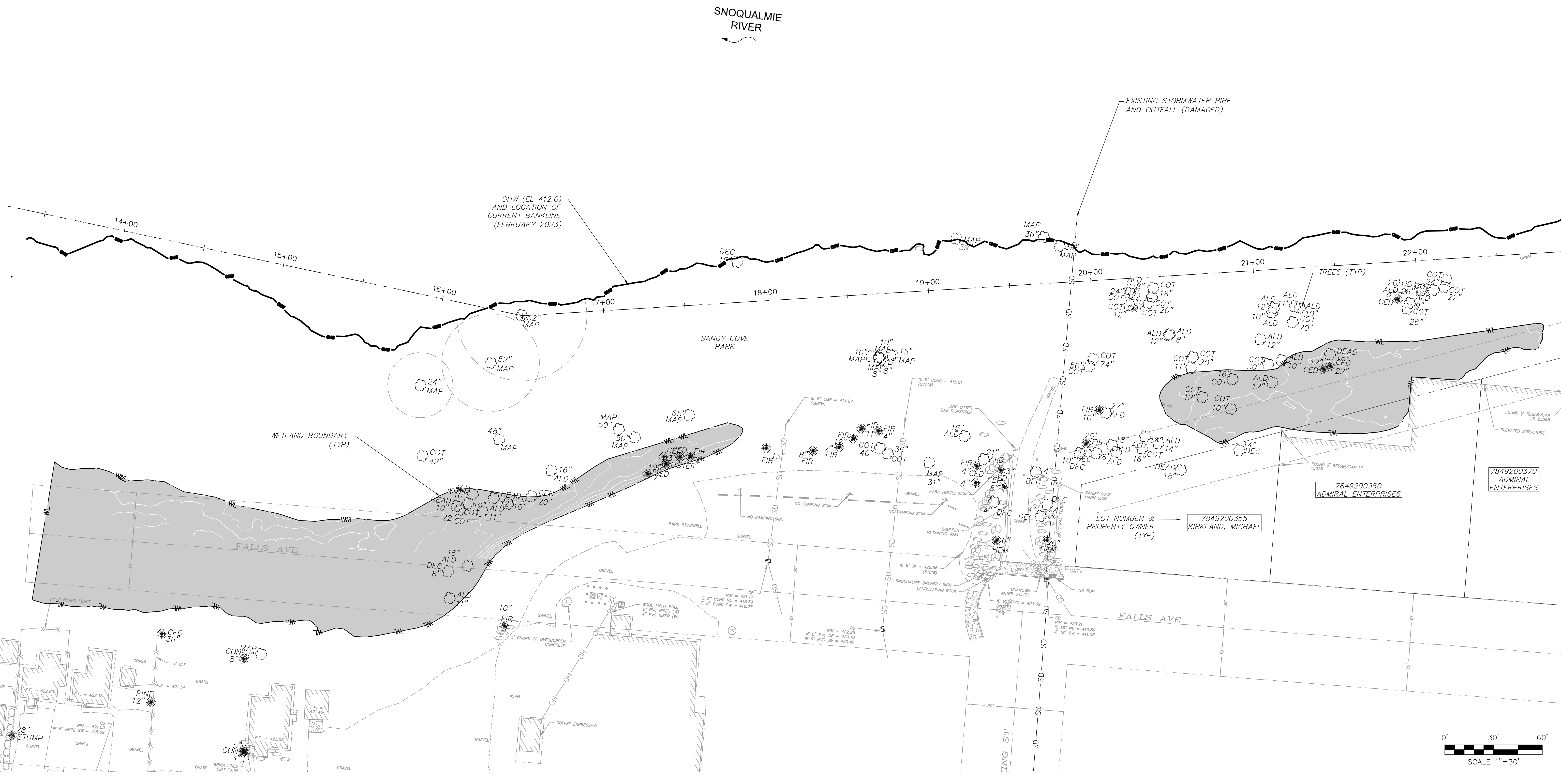
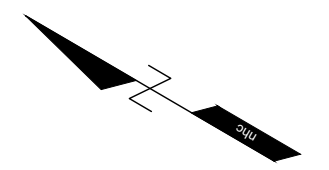
SHEET

**R2.01**

NOTES:

1. ORDINARY HIGH WATER MARK (OHW) BASED ON FIELD SURVEY BY NHC, DATED FEBRUARY 24, 2023.

SE 1/4 SEC. 30 T. 24 N, R 8 E.



NO.	DATE	BY	CHD.	APPR.	REVISION

DRAWN BY  
ARW

DESIGNED BY  
VC/CLB

CHECKED BY  
CLB

APPROVED BY  
VC/CLB

DATE  
July 31, 2023

JOB No.: 2003862

**811 Call 811**  
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SCALE:  
AS SHOWN

38624 SE River Street  
P.O. Box 987  
Snoqualmie, WA 98065  
Phone: (425) 888-1555

**nhc**  
northwest hydraulic  
consultants

12787 gateway drive south  
lukwila, washington 98168-3308  
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fax: (206) 439-2420  
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**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**EXISTING CONDITIONS**

SHEET  
**R2.02**

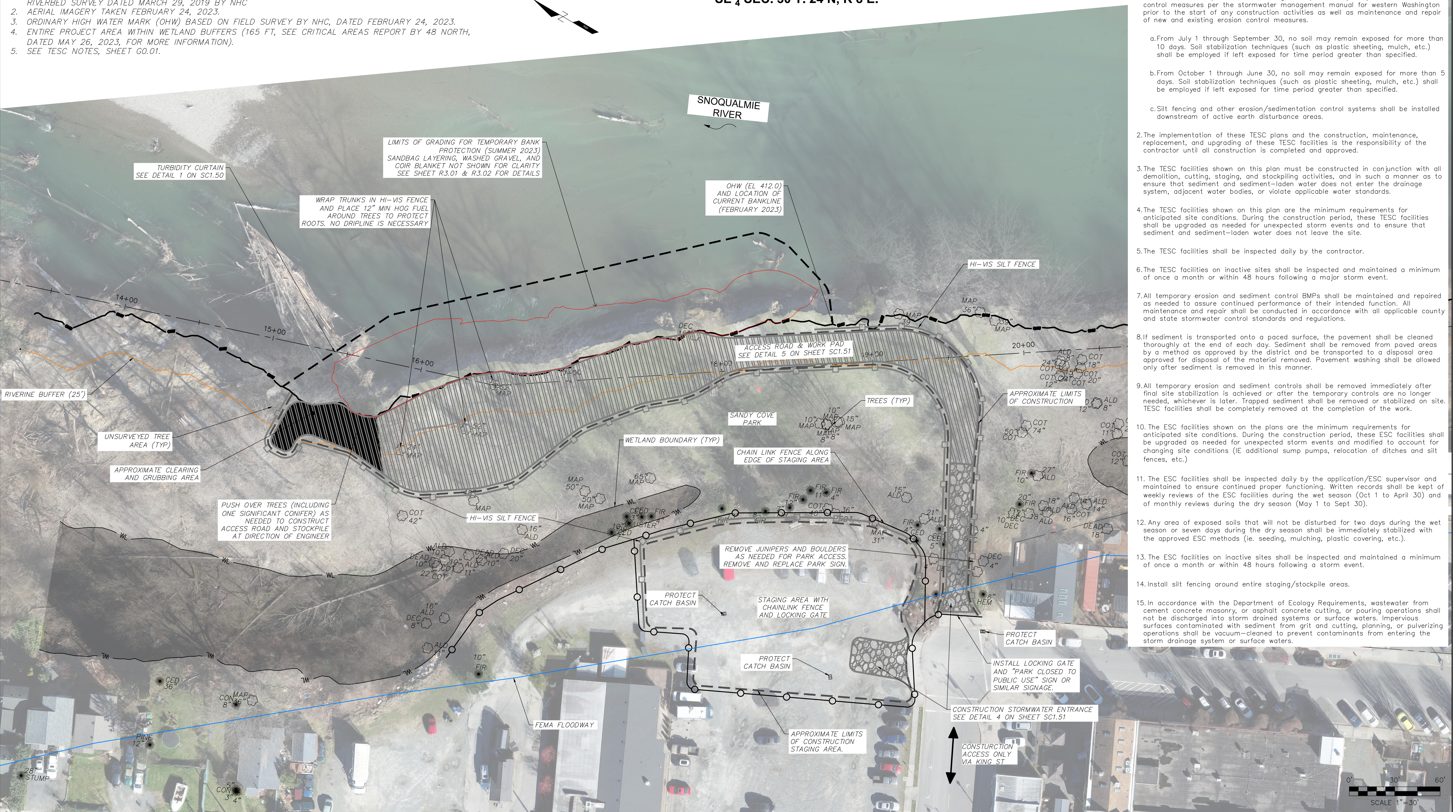
NOTES:

- EXISTING CONTOURS BASED ON LIDAR PROVIDED BY KING COUNTY (DATED MARCH 21, 2019) AND A RIVERBED SURVEY DATED MARCH 29, 2019 BY NHC
- AERIAL IMAGERY TAKEN FEBRUARY 24, 2023.
- ORDINARY HIGH WATER MARK (OHW) BASED ON FIELD SURVEY BY NHC, DATED FEBRUARY 24, 2023.
- ENTIRE PROJECT AREA WITHIN WETLAND BUFFERS (165 FT, SEE CRITICAL AREAS REPORT BY 48 NORTH, DATED MAY 26, 2023, FOR MORE INFORMATION).
- SEE TESC NOTES, SHEET G0.01.

SE 1/4 SEC. 30 T. 24 N, R 8 E.

TESC CONSTRUCTION SEQUENCE:

- Contractor shall implement best management practices (BMPs) and install erosion control measures per the stormwater management manual for western Washington prior to the start of any construction activities as well as maintenance and repair of new and existing erosion control measures.
  - From July 1 through September 30, no soil may remain exposed for more than 10 days. Soil stabilization techniques (such as plastic sheeting, mulch, etc.) shall be employed if left exposed for time period greater than specified.
  - From October 1 through June 30, no soil may remain exposed for more than 5 days. Soil stabilization techniques (such as plastic sheeting, mulch, etc.) shall be employed if left exposed for time period greater than specified.
  - Silt fencing and other erosion/sedimentation control systems shall be installed downstream of active earth disturbance areas.
- The implementation of these TESC plans and the construction, maintenance, replacement, and upgrading of these TESC facilities is the responsibility of the contractor until all construction is completed and approved.
- The TESC facilities shown on this plan must be constructed in conjunction with all demolition, cutting, staging, and stockpiling activities, and in such a manner as to ensure that sediment and sediment-laden water does not enter the drainage system, adjacent water bodies, or violate applicable water standards.
- The TESC facilities shown on this plan are the minimum requirements for anticipated site conditions. During the construction period, these TESC facilities shall be upgraded as needed for unexpected storm events and to ensure that sediment and sediment-laden water does not leave the site.
- The TESC facilities shall be inspected daily by the contractor.
- The TESC facilities on inactive sites shall be inspected and maintained a minimum of once a month or within 48 hours following a major storm event.
- All temporary erosion and sediment control BMPs shall be maintained and repaired as needed to assure continued performance of their intended function. All maintenance and repair shall be conducted in accordance with all applicable county and state stormwater control standards and regulations.
- If sediment is transported onto a paved surface, the pavement shall be cleaned thoroughly at the end of each day. Sediment shall be removed from paved areas by a method as approved by the district and be transported to a disposal area approved for disposal of the material removed. Pavement washing shall be allowed only after sediment is removed in this manner.
- All temporary erosion and sediment controls shall be removed immediately after final site stabilization is achieved or after the temporary controls are no longer needed, whichever is later. Trapped sediment shall be removed or stabilized on site. TESC facilities shall be completely removed at the completion of the work.
- The ESC facilities shown on the plans are the minimum requirements for anticipated site conditions. During the construction period, these ESC facilities shall be upgraded as needed for unexpected storm events and modified to account for changing site conditions (IE additional sump pumps, relocation of ditches and silt fences, etc.)
- The ESC facilities shall be inspected daily by the application/ESC supervisor and maintained to ensure continued proper functioning. Written records shall be kept of weekly reviews of the ESC facilities during the wet season (Oct 1 to April 30) and of monthly reviews during the dry season (May 1 to Sept 30).
- Any area of exposed soils that will not be disturbed for two days during the wet season or seven days during the dry season shall be immediately stabilized with the approved ESC methods (ie. seeding, mulching, plastic covering, etc.).
- The ESC facilities on inactive sites shall be inspected and maintained a minimum of once a month or within 48 hours following a storm event.
- Install silt fencing around entire staging/stockpile areas.
- In accordance with the Department of Ecology Requirements, wastewater from cement concrete masonry, or asphalt concrete cutting, or pouring operations shall not be discharged into storm drained systems or surface waters. Impervious surfaces contaminated with sediment from grit and cutting, planning, or pulverizing operations shall be vacuum-cleaned to prevent contaminants from entering the storm drainage system or surface waters.



NO.	DATE	BY	CHD.	APPR.	REVISION

DRAWN BY: ARW  
 CHECKED BY: CLB  
 DESIGNED BY: VC/CLB  
 APPROVED BY: VC/CLB  
 DATE: July 31, 2023  
 JOB No.: 2003862

**811 Call 811**  
 two business days before you dig

SCALE: AS SHOWN

38624 SE River Street  
 P.O. Box 197  
 Snoqualmie, WA 98065  
 Phone: (425) 888-1555

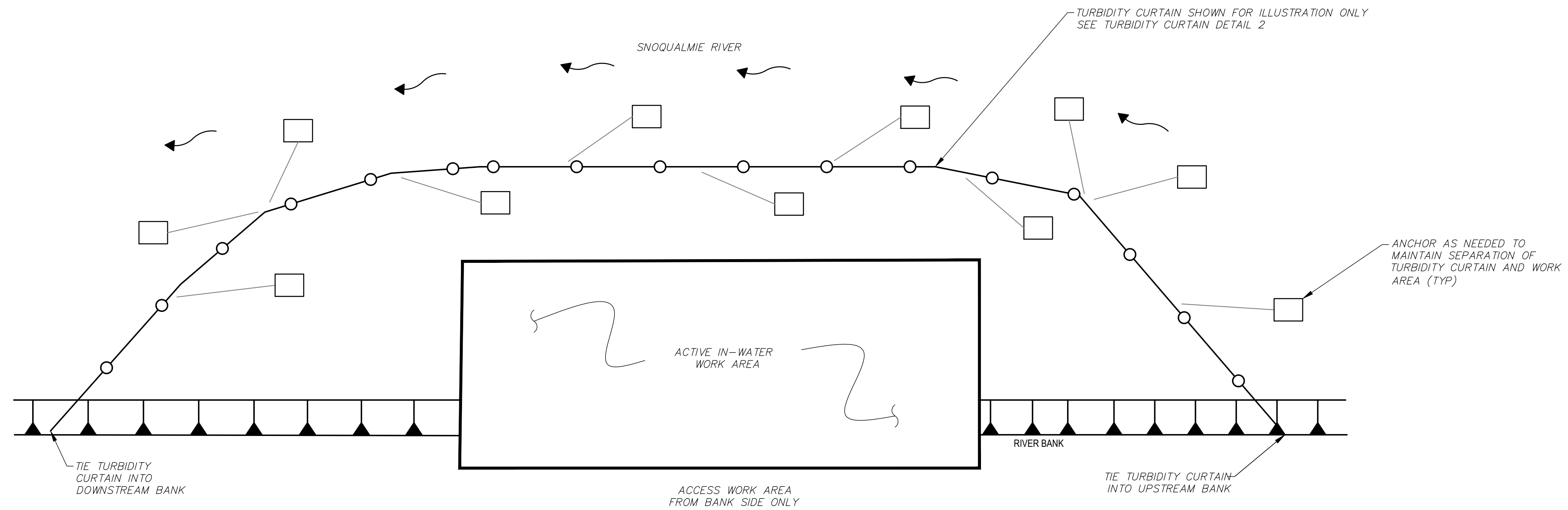
**nhc**  
 northwest hydraulic consultants  
 12787 gateway drive south  
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VAUGHN D. COLLIER  
 STATE OF WASHINGTON  
 2769  
 REGISTERED PROFESSIONAL ENGINEER

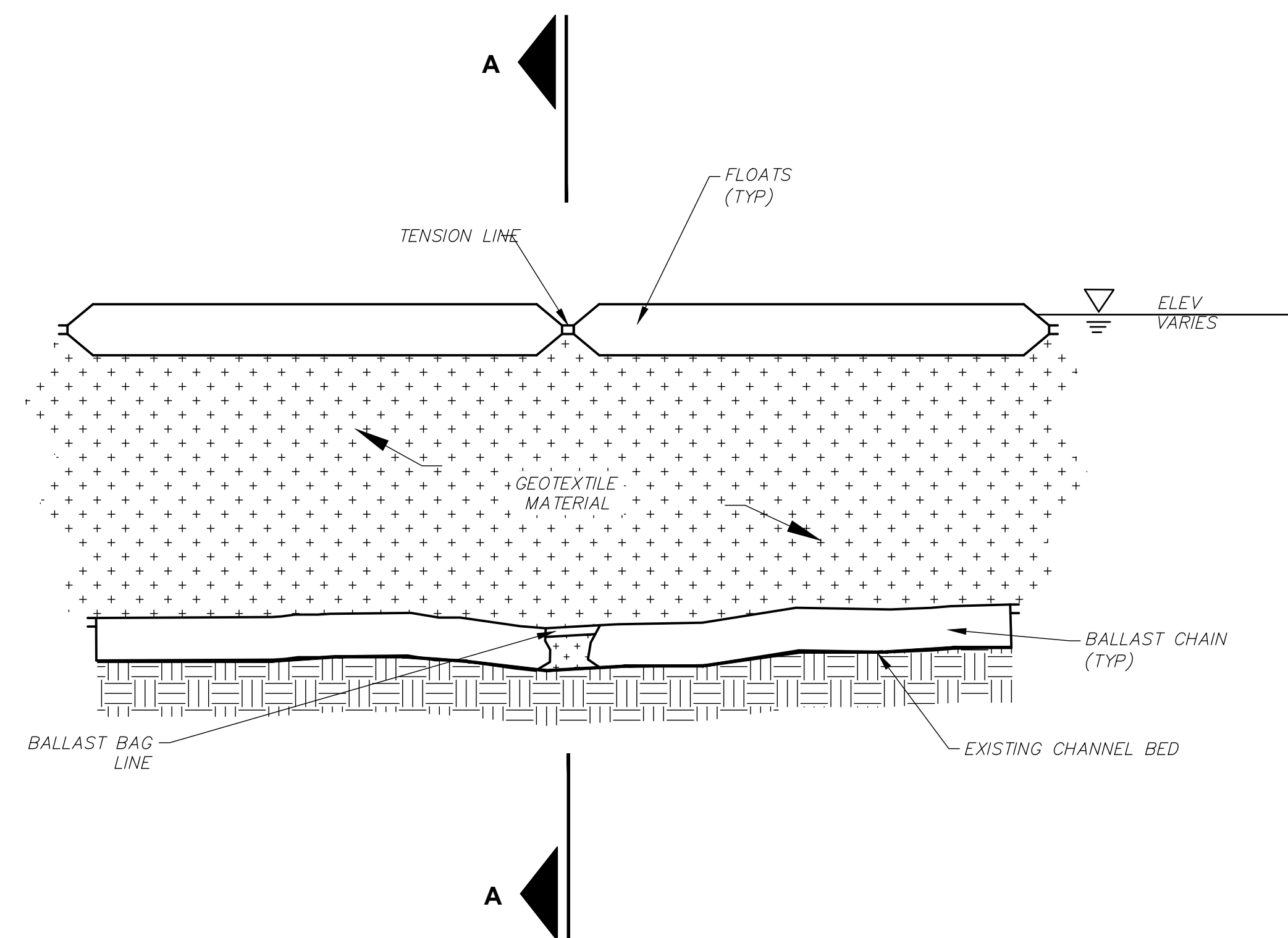
**SANDY COVE PARK BANK RESTORATION PHASE 1**  
 SNOQUALMIE, WA

**TEMPORARY SEDIMENT & EROSION CONTROL, STAGING & ACCESS**

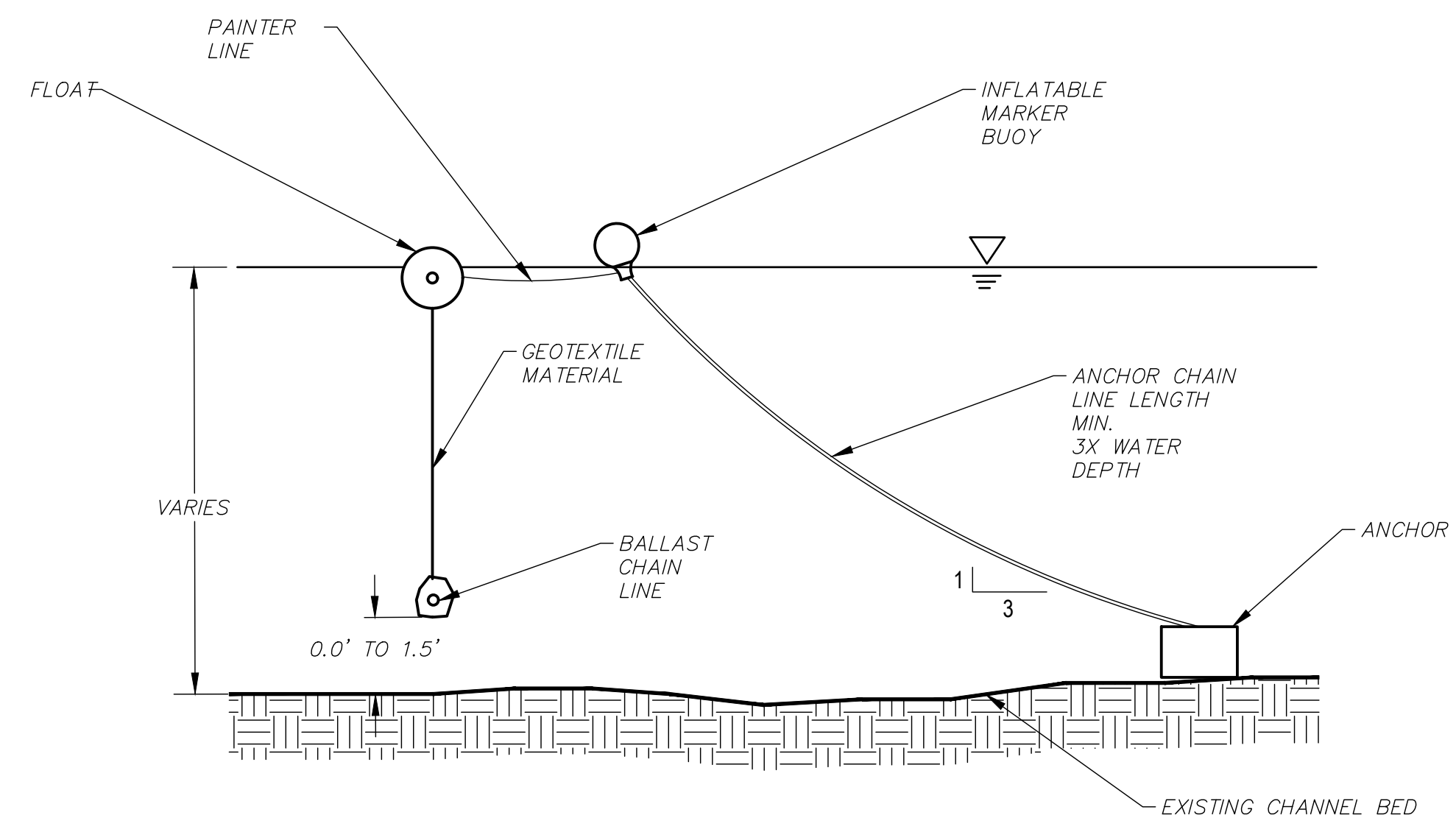
SHEET  
**SC1.01**



1 TYPE 3 TURBIDITY CURTAIN DETAIL - PLAN VIEW  
NOT TO SCALE



2 TYPE 3 TURBIDITY CURTAIN DETAIL - ELEVATION VIEW  
NOT TO SCALE



3 TYPE 3 TURBIDITY CURTAIN DETAIL - SECTION A-A  
NOT TO SCALE

NO.	DATE	BY	CHD.	APPR.	REVISION

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VC/CLB

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**VAUGHN D. COLLIER**  
STATE OF WASHINGTON  
REGISTERED  
PROFESSIONAL ENGINEER  
No. 32769  
Exp. 06/30/23

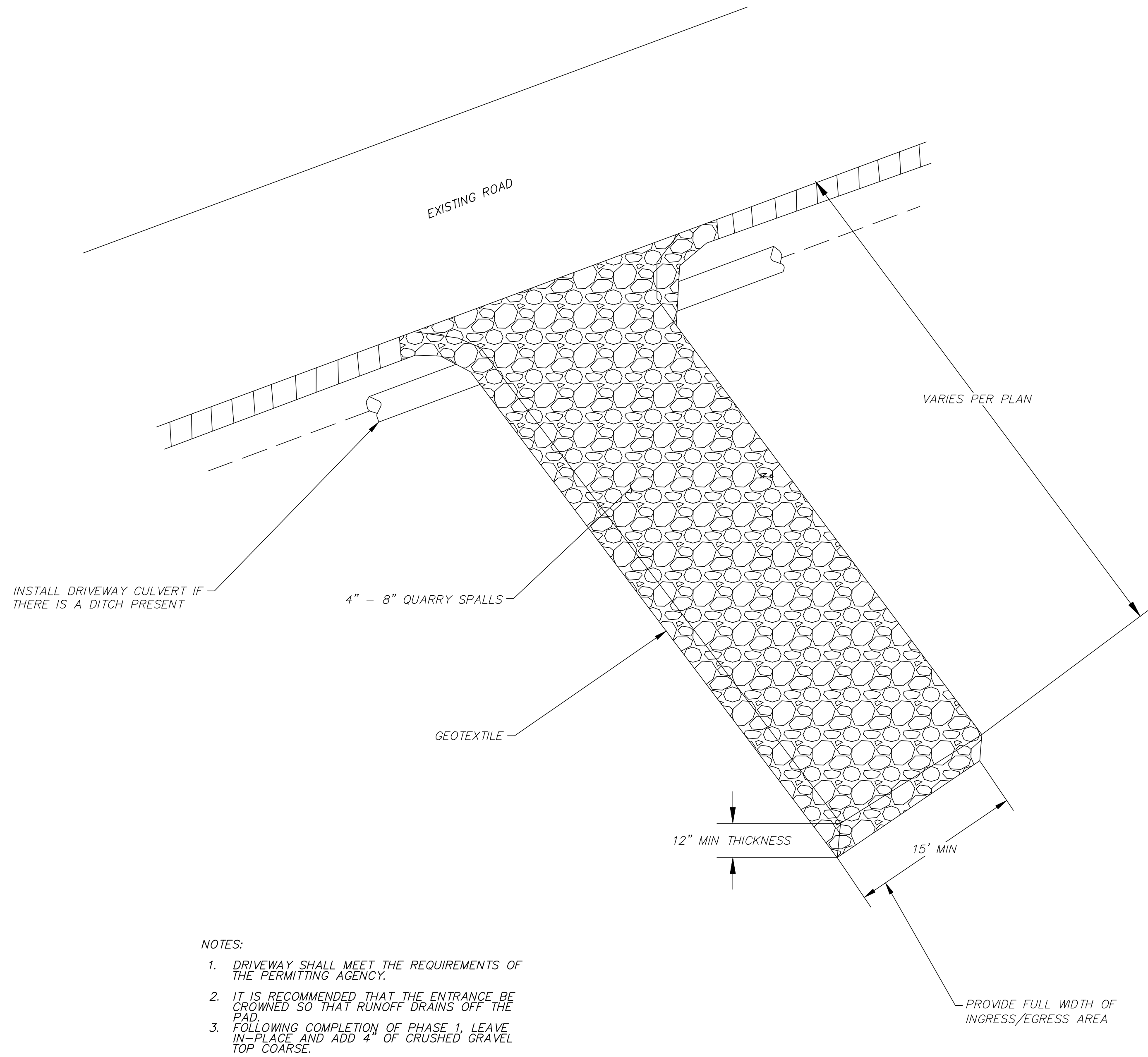
**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**TEMPORARY EROSION & SEDIMENT CONTROL DETAILS**

SHEET

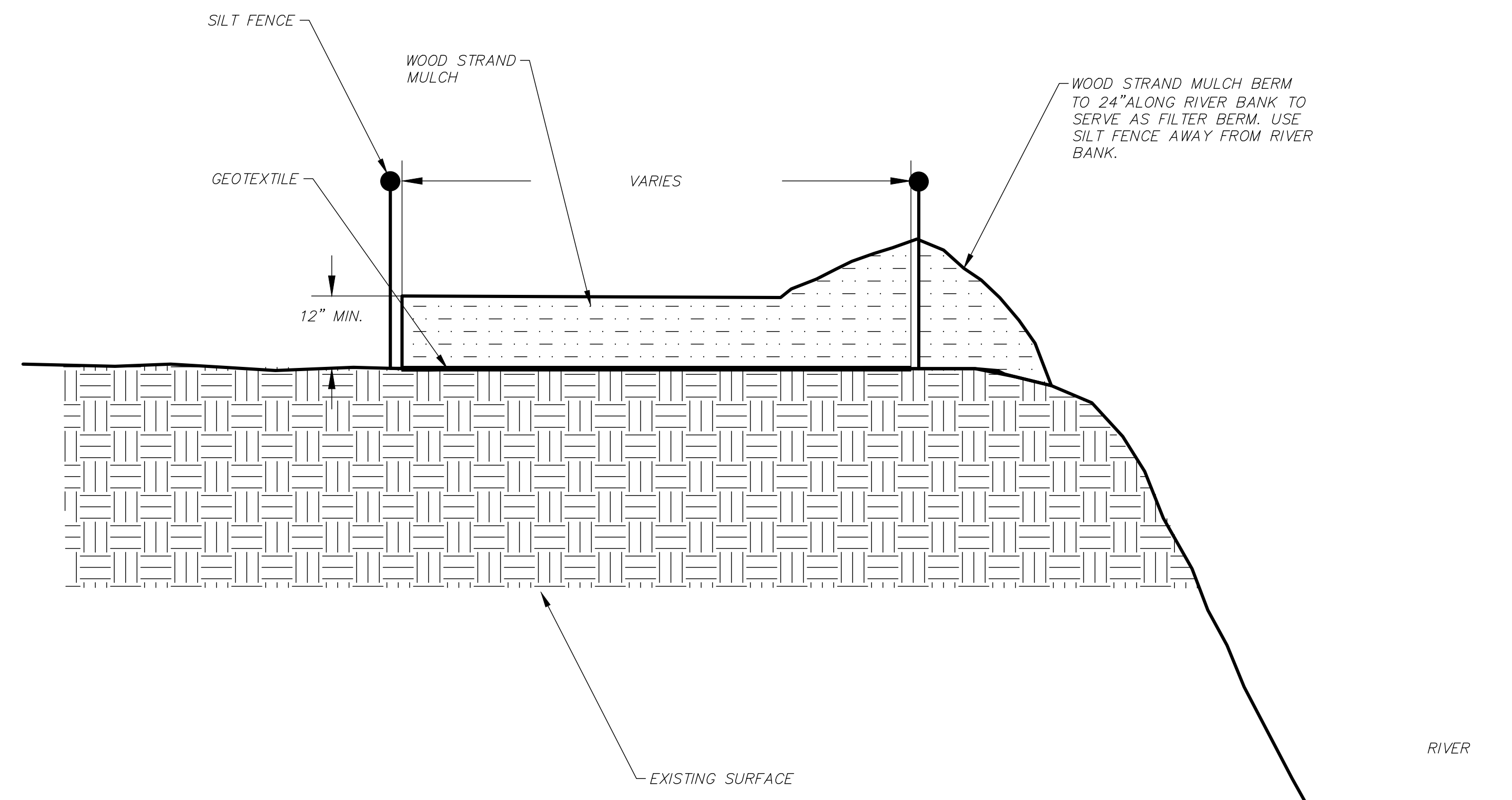
**SC1.50**





- NOTES:
1. DRIVEWAY SHALL MEET THE REQUIREMENTS OF THE PERMITTING AGENCY.
  2. IT IS RECOMMENDED THAT THE ENTRANCE BE CROWNED SO THAT RUNOFF DRAINS OFF THE PAD.
  3. FOLLOWING COMPLETION OF PHASE 1, LEAVE IN-PLACE AND ADD 4" OF CRUSHED GRAVEL TOP COARSE.

**4 STABILIZED CONSTRUCTION ENTRANCE**  
NOT TO SCALE



- NOTES:
1. ALL AREAS USED BY HEAVY EQUIPMENT WITHIN WORK LIMITS TO BE COVERED IN WOOD STRAND MULCH.
  2. CONTRACTOR TO REMOVE WOOD STRAND MULCH AND GEOTEXTILE FOLLOWING CONSTRUCTION AND RESTORE EXISTING SURFACE.

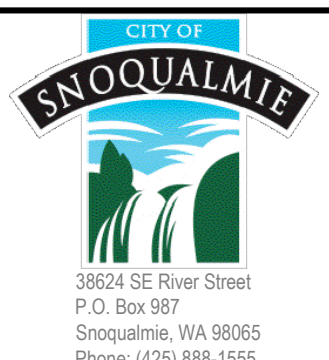
**5 ACCESS ROAD & WORK PAD SECTION**  
NOT TO SCALE

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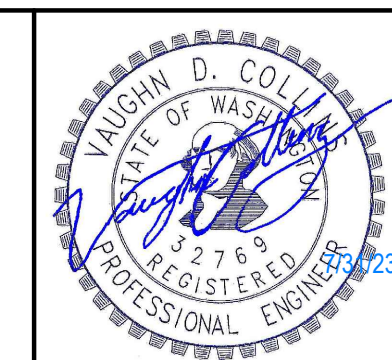
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SCALE:  
**AS SHOWN**



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**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**TEMPORARY EROSION AND SEDIMENT CONTROL DETAILS**

SHEET

**SC1.51**



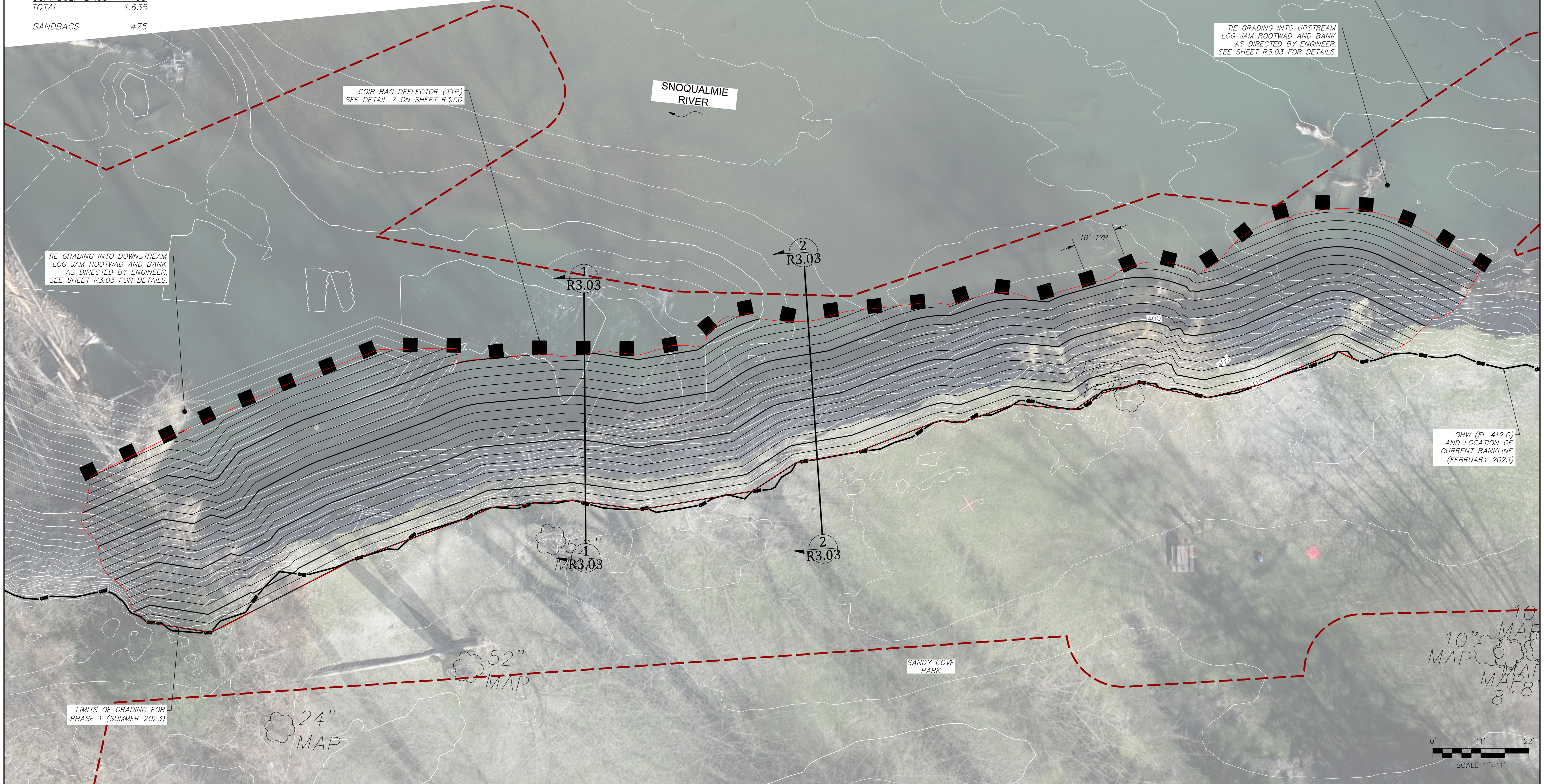
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- 2. AERIAL IMAGERY TAKEN FEBRUARY 24, 2023.
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SE 1/4 SEC. 30 T. 24 N, R 8 E.

GRADING QUANTITIES (CU. YD)

GRAVEL BORROW	1,600
COIR BULK BAGS	35
TOTAL	1,635
SANDBAGS	475

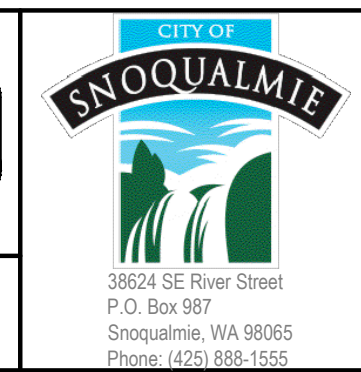


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**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**GRADING PLAN**

SHEET

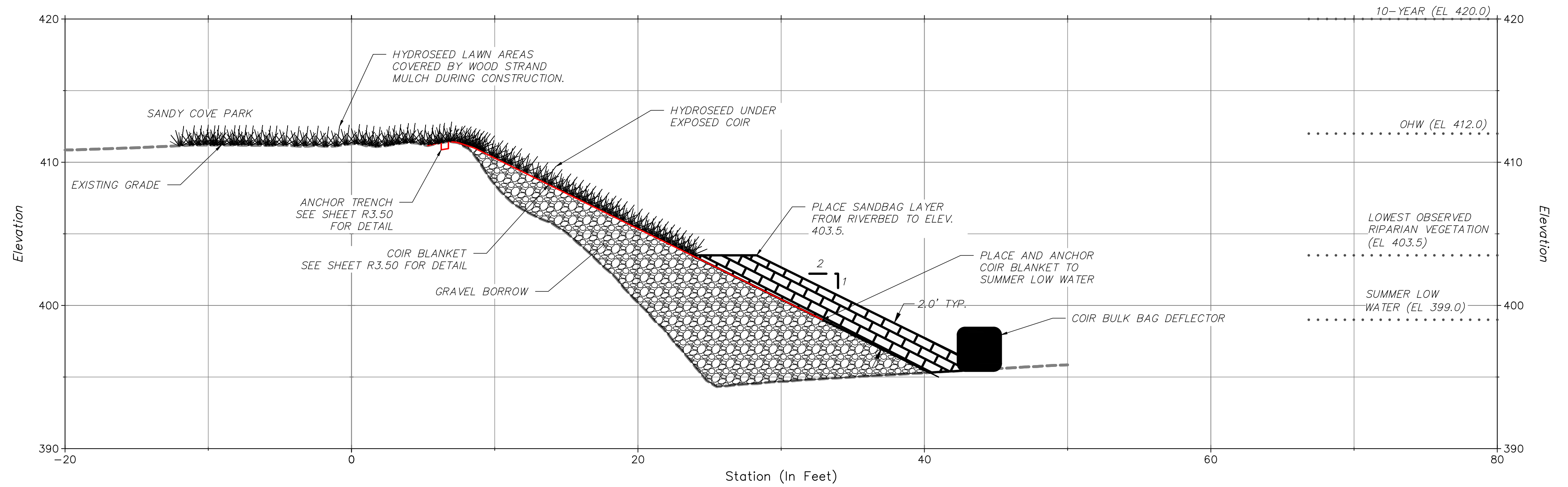
**R3.02**

SUGGESTED CONSTRUCTION SEQUENCING:

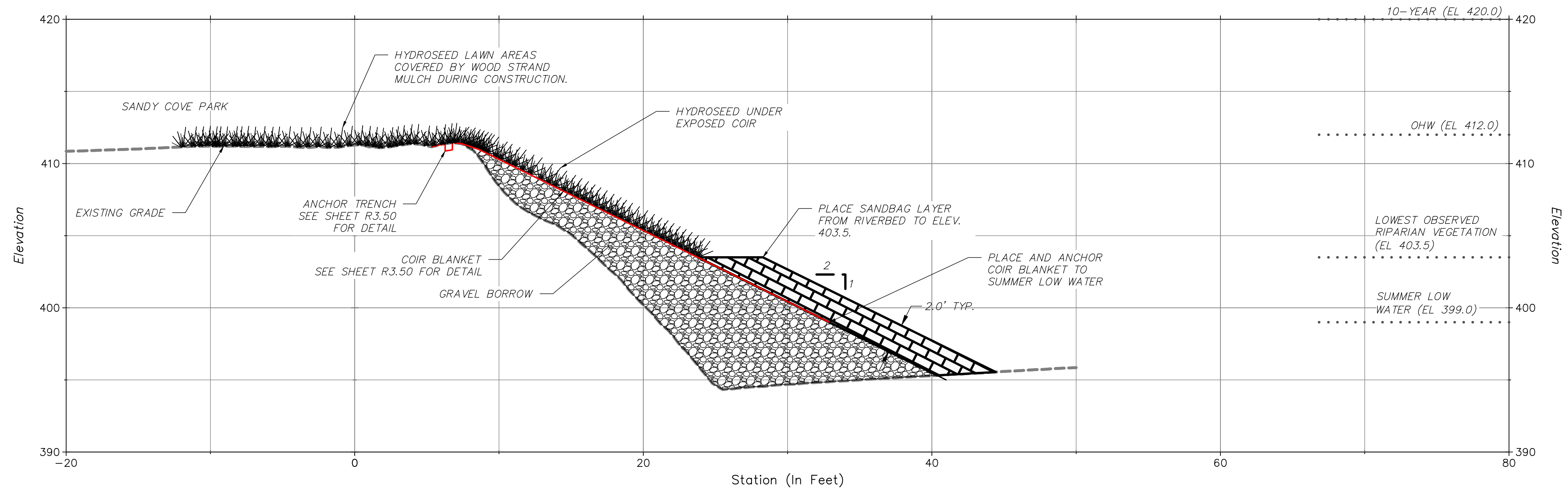
1. INSTALL ACCESS, SECURITY, AND TESC MEASURES.
2. REMOVE ANY TURF BLOCKS, SMALL TREES, BORKEN CULVERTS, OR ORGANIC MATERIAL FROM THE CHANNEL AND BANKS WITHIN THE LIMITS OF PROPOSED FILL.
3. PLACE GRAVEL BORROW TO ABOVE WATER LEVEL AND USE AS A WORK PLATFORM. WORK FROM UPSTREAM TO DOWNSTREAM.
4. INSTALL COIR BULK BAGS AND SANDBAGS PER THE DRAWINGS. ANCHOR THE LOWER END OF THE COIR EROSION CONTROL FABRIC UNDER THE SANDBAGS PER THE DRAWINGS AND LEAVE THE EXPOSED LENGTHS ROLLED UP ON TOP OF THE SANDBAGS.
5. PLACE THE REMAINING GRAVEL BORROW AND SANDBAGS TO THE TOP OF BANK.
6. HYDROSEED THE UPPER BANK, THEN COVER WITH THE COIR EROSION CONTROL FABRIC, ANCHOR AT THE TOP OF BANK, AND SECURE IN PLACE.
7. REMOVE TESC MEASURES, INCLUDING THE WOOD STRAND ACCESS ROAD, AND WORK PAD AND UNDERLYING GEOTEXTILE. THE ROCK CONSTRUCTION ENTRANCE SHALL NOT BE REMOVED. REMOVE STAGING AREA FENCING.
8. RESTORE THE STAGING AREAS AND CONSTRUCTION AREA INCLUDING HYDROSEEDING OF LAWN AREAS.

MATERIAL SPECIFICATIONS:

ITEM	WSDOT STANDARD SPECIFICATION NUMBER	PROJECT SPECIFICATION												
COIR EROSION CONTROL FABRIC		100% COIR, 700 g/m <sup>2</sup> , 4 M (13 FT) WIDE ROLLS												
COIR BULK BAG FABRIC		100% COIR, 900 g/m <sup>2</sup> , 4 M (13 FT) WIDE ROLLS												
ROPE		100% NATURAL MANILA HEMP, 5/8" DIAMETER												
SANDBAGS		BURLAP OR OTHER NATURAL FIBER MATERIAL, WITH TIES, MIN 14X26 INCHES.												
SEED		DEPT OF ECOLOGY TEMPORARY EROSION CONTROL SEED MIX (TABLE II-3.4, SWMMWW) OR SIMILAR												
WOOD STRAND MULCH	9-14.5(4)													
GRAVEL BORROW	9-03.11	<table border="1"> <thead> <tr> <th>SIEVE SIZE</th> <th>% PASSING</th> </tr> </thead> <tbody> <tr> <td>6"</td> <td>99-100</td> </tr> <tr> <td>4"</td> <td>75-90</td> </tr> <tr> <td>2"</td> <td>50-75</td> </tr> <tr> <td>#4</td> <td>20-60</td> </tr> <tr> <td>#200</td> <td>5.0 MAX</td> </tr> </tbody> </table>	SIEVE SIZE	% PASSING	6"	99-100	4"	75-90	2"	50-75	#4	20-60	#200	5.0 MAX
SIEVE SIZE	% PASSING													
6"	99-100													
4"	75-90													
2"	50-75													
#4	20-60													
#200	5.0 MAX													
SANDBAG FILL		SAND OR GRAVELLY SAND WITH NATURALLY SOURCED, WATER ROUNDED PARTICLES. MAX SIZE: 2.5" MIN SAND EQUIVALENT: 50% MAX PERCENT PASSING #200 SIEVE: 5.0%												



**1 SECTION - TEMPORARY BANK STABILIZATION & COIR BULK BAG FLOW DEFLECTOR**  
1V: 2H



**2 SECTION - TEMPORARY BANK STABILIZATION**  
1V: 2H

NO.	DATE	BY	CHD.	APPR.	REVISION

DRAWN BY <b>ARW</b>	DESIGNED BY <b>CLB</b>
CHECKED BY <b>CLB</b>	APPROVED BY <b>VC/CLB</b>
DATE <b>July 31, 2023</b>	
JOB No.: <b>2003862</b>	

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two business days before you dig

SCALE:  
**AS SHOWN**

**CITY OF SNOQUALMIE**

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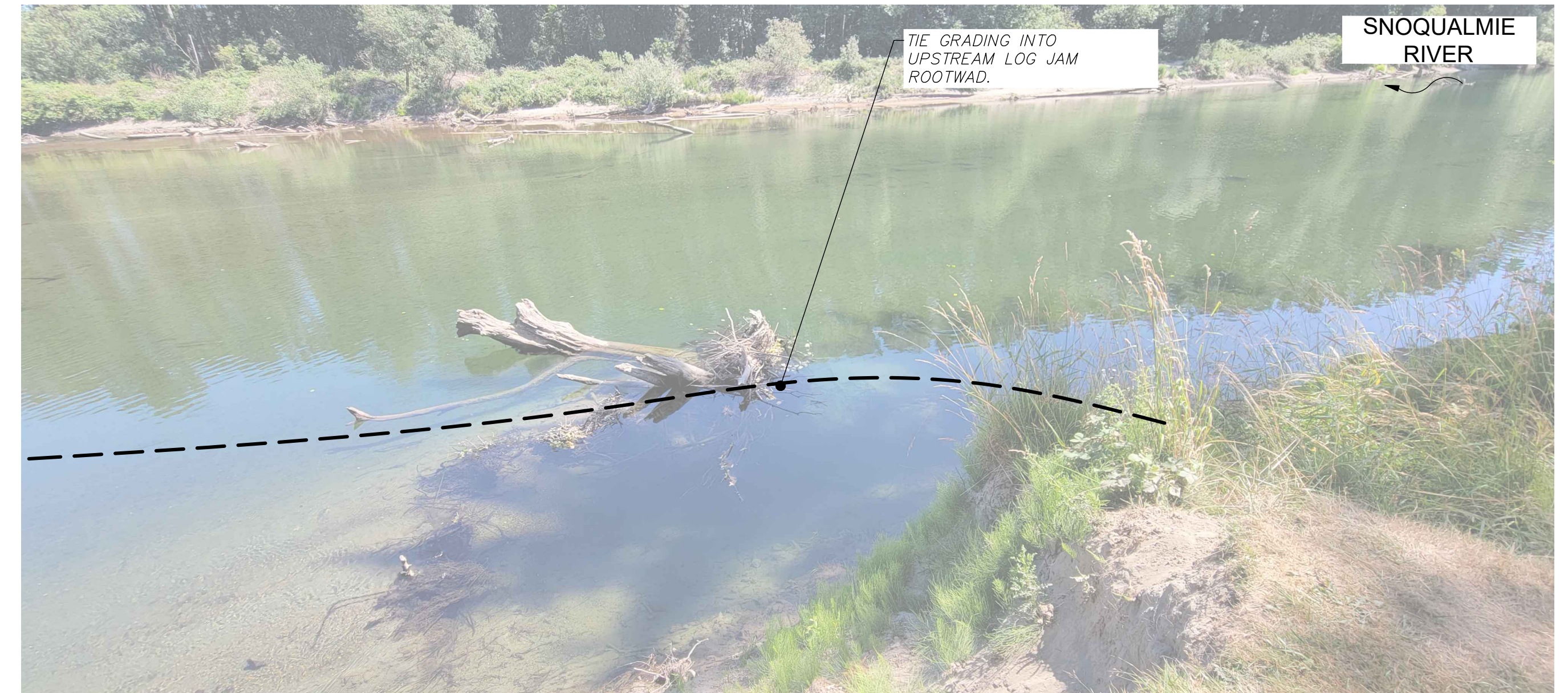
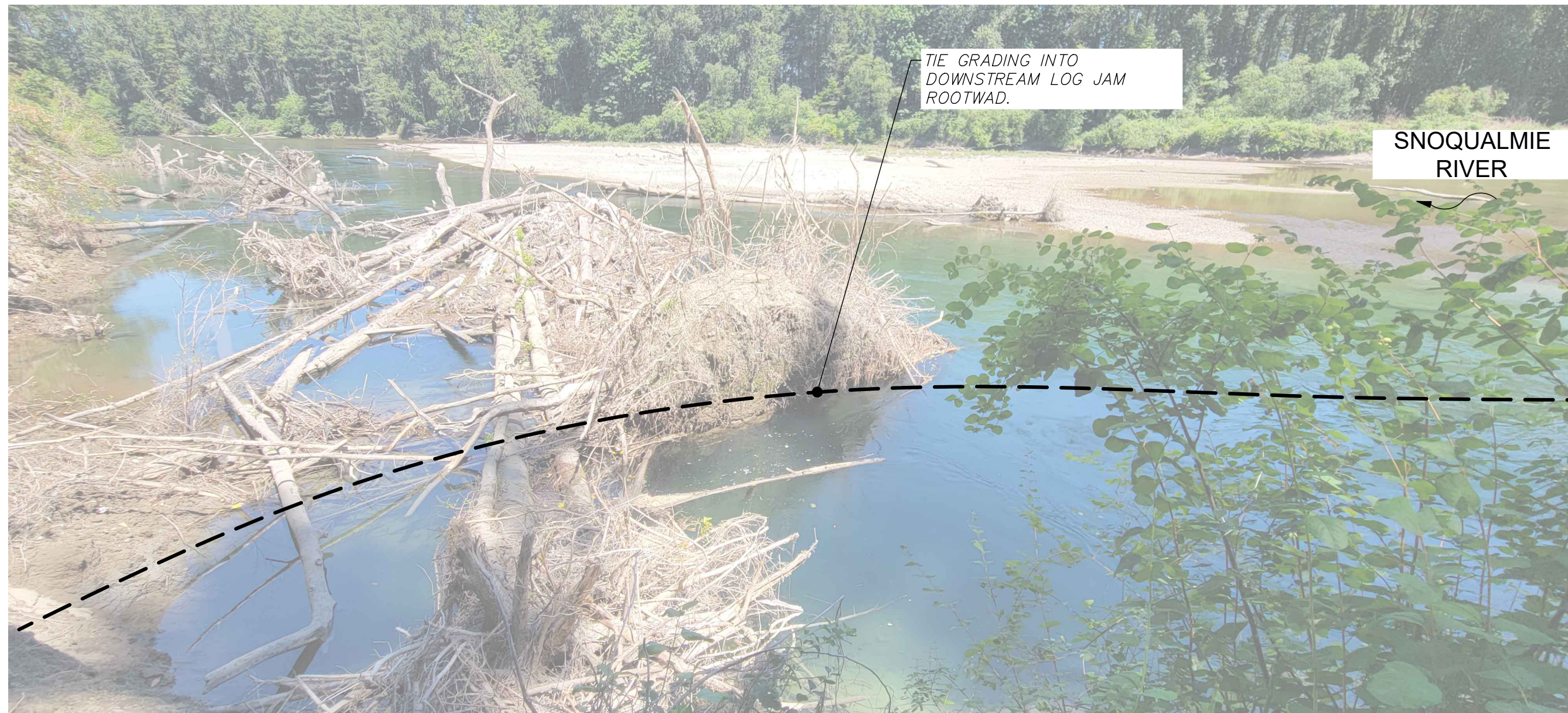
**VAUGHN D. COLLIER**  
STATE OF WASHINGTON  
P 2769  
REGISTERED PROFESSIONAL ENGINEER

**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**SECTIONS**

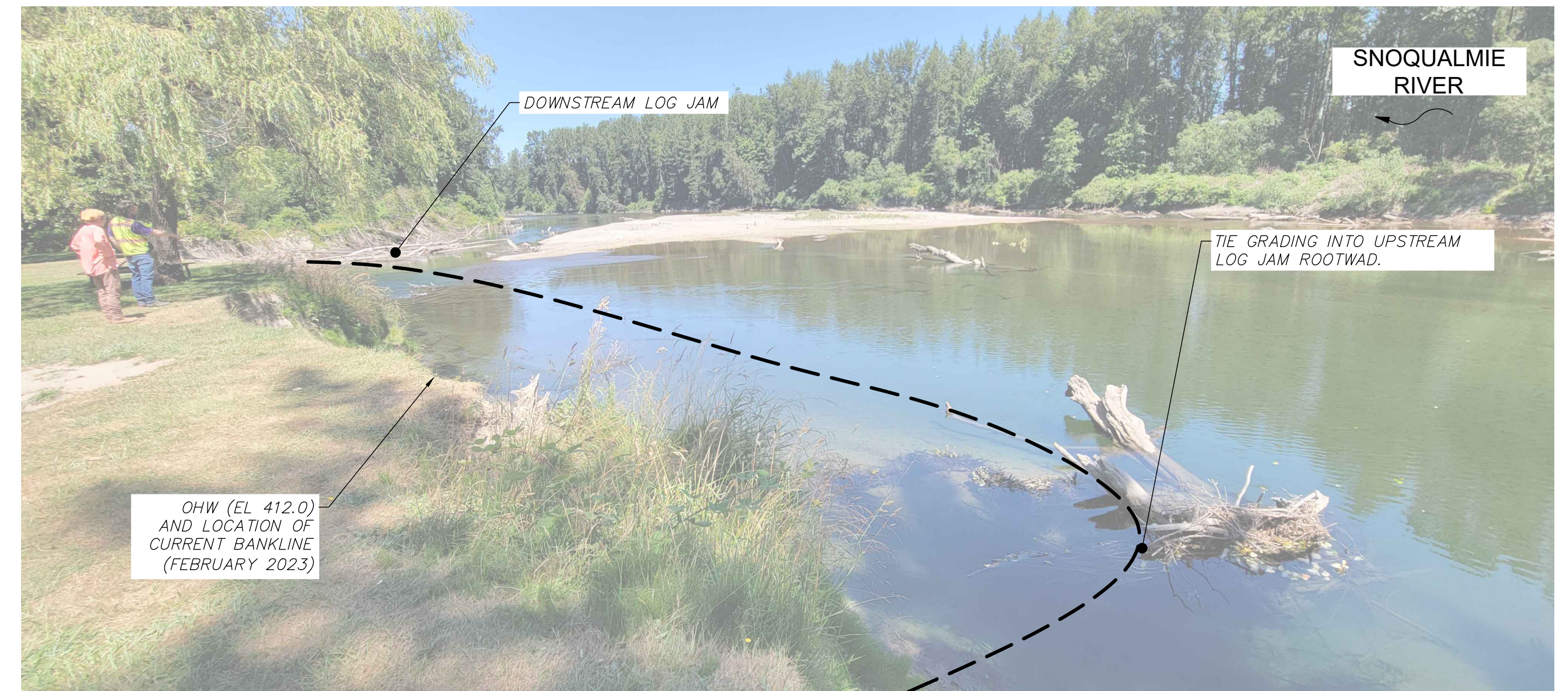
SHEET

**R3.03**



**NOTES:**

1. IMAGERY TAKEN JULY 14, 2023.
2. ORDINARY HIGH WATER MARK (OHW) BASED ON FIELD SURVEY BY NHC, DATED FEBRUARY 24, 2023.



NO.	DATE	BY	CHD.	APPR.	REVISION

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JOB No. : <b>2003862</b>	

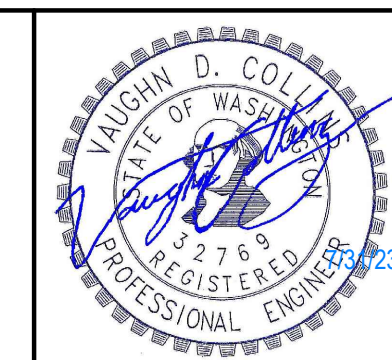
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**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**LOG JAM GRADING TIE-IN**

SHEET
<b>R3.04</b>

NOTES:

1. EROSION CONTROL BLANKET SHALL BE 700 g/m<sup>2</sup> COIR FABRIC.
2. MORE THAN THE MINIMUM OF ONE FASTENER PER SQUARE YARD MAY BE REQUIRED DUE TO CONDITIONS SUCH AS BLANKET COMPOSITION, SOIL TYPE, SURFACE UNIFORMITY, AND SLOPE STEEPNESS.
3. SEE WSDOT STANDARD SPECIFICATION 8-01.3(3).
4. USE MANUFACTURER'S REQUIREMENTS. WHEN MANUFACTURER'S REQUIREMENTS ARE NOT PROVIDED, USE INSTALLING REQUIREMENTS SHOWN ON STANDARD PLANS.
5. ADDITIONAL STAKES MAY BE REQUIRED ON SLOPES GREATER THAN 3H : 1V.
6. FASTENERS SHALL BE 2" X 4" X MINIMUM 24" LONG WEDGE STAKES

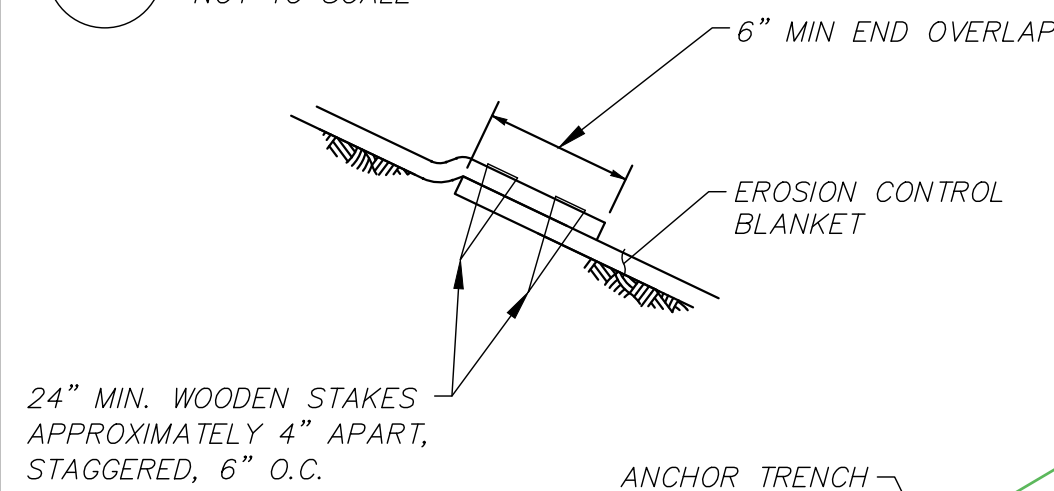
INSTALLATION STEPS:

1. PREPARE SMOOTH SLOPE.
2. AMEND SOIL AND SEED, AS SPECIFIED.
3. DIG ANCHOR TRENCH, SET ASIDE NATIVE SOIL REMOVED FROM TRENCH.
4. SECURE BLANKET IN ANCHOR TRENCH, STAKING BLANKET AS SHOWN.
5. REPLACE NATIVE SOIL PREVIOUSLY REMOVED FROM TRENCH.
6. ROLL BLANKET DOWN THE SLOPE IN A CONTROLLED MANNER, TAKING CARE TO REMOVE EXCESS SLACK AND TAKING CARE NOT TO STRETCH BLANKET.
7. STAKE OR BLANKET AS SHOWN SO THERE ARE NO GAPS BETWEEN THE BLANKET AND THE SOIL. STAPLE WHILE UNROLLING BLANKET TO MINIMIZE WALKING ON BLANKET.

COIR BULK BAG CONSTRUCTION STEPS

1. PLACE LIFTING STRAPS/CHAINS ON GROUND IN A GRID PATTERN WITH 3'-4' SPACING.
2. ROLL COIR FABRIC OVER STRAPS AND CUT ONE LAYER TO A SQUARE SHAPE (APPROXIMATELY 13'x13').
3. DUMP 1 C.Y. OF WASHED GRAVEL IN THE CENTER OF COIR FABRIC.
4. FOLD OPPOSITE EDGES OF COIR MAT TO THE CENTER OF WASHED GRAVEL PILE.
5. STITCH THE COIR MAT TOGETHER OVER THE PILE OF WASHED GRAVEL (APPROXIMATELY 1/3 TO 1/2 THE LENGTH OF COIR).
6. FOLD THE REMAINING EDGES TO THE CENTER OF WASHED GRAVEL.
7. BUNCH UP THE LOOSE ENDS OF COIR MAT AND WRAP A 3/4" MANILLA ROPE AROUND THE NECK 3 - 5 TIMES AND CINCH TIGHT WITH A KNOT.
8. TIE TOGETHER LIFTING ROPES.

**A** SHINGLE SPLICE DETAIL  
NOT TO SCALE



24" MIN. WOODEN STAKES APPROXIMATELY 4" APART, STAGGERED, 6" O.C.

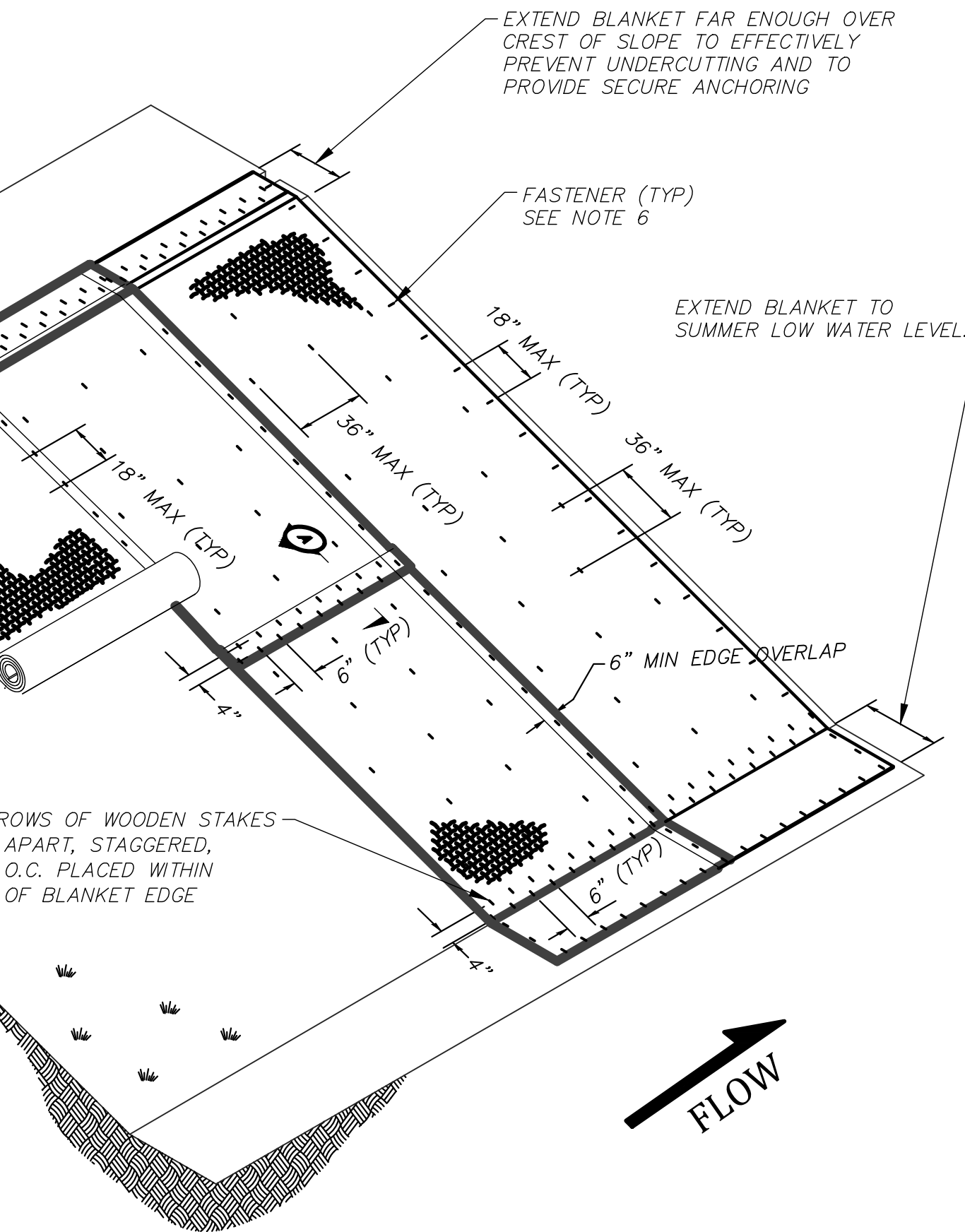
ANCHOR TRENCH SEE DETAIL B

NATIVE SOIL FOLLOW INSTALLATION STEPS

EROSION CONTROL BLANKET

2 ROWS OF WOODEN STAKES (TYP) 4" APART, STAGGERED, 6" O.C.

**B** INITIAL ANCHOR DETAIL  
NOT TO SCALE



ISOMETRIC VIEW

**6** COIR BLANKET DETAIL  
NOT TO SCALE



1

COIR MATT ROLL (TYP)

2

CUT COIR MATT (TYP)

3

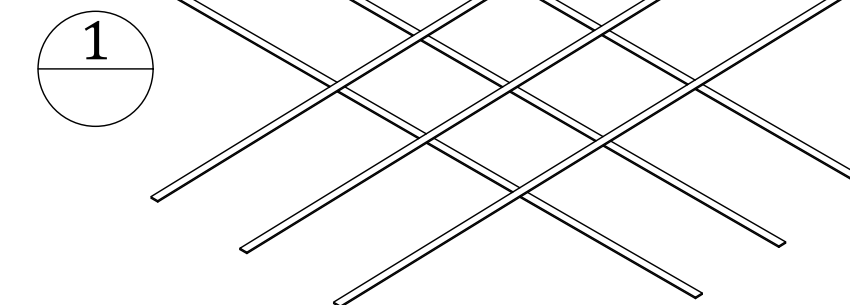
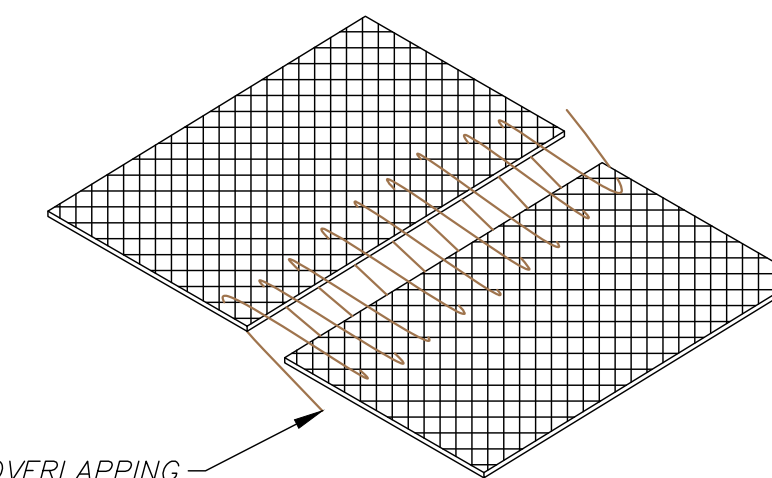
1 C.Y. WASHED GRAVEL

4

5

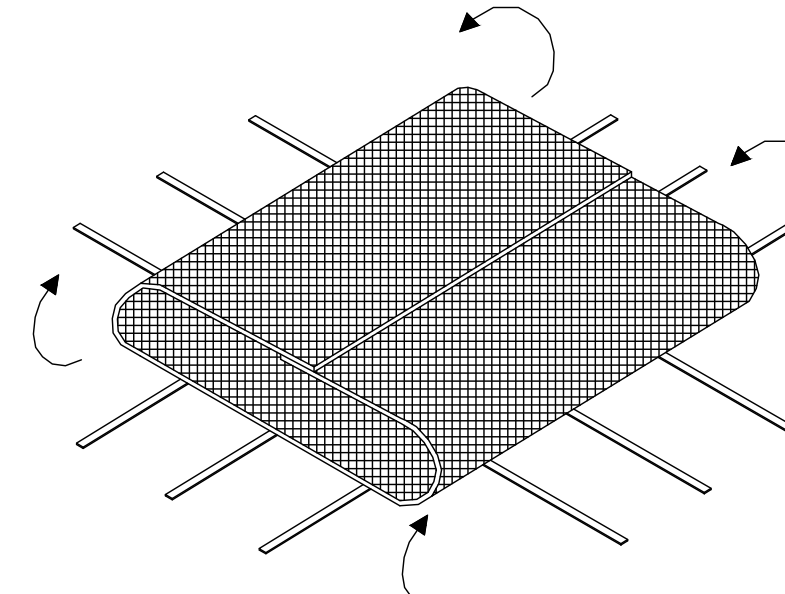
SEW OVERLAPPING COIR MAT WITH 3/4" MANILLA ROPE

**7** COIR BULK BAG DETAIL  
NOT TO SCALE

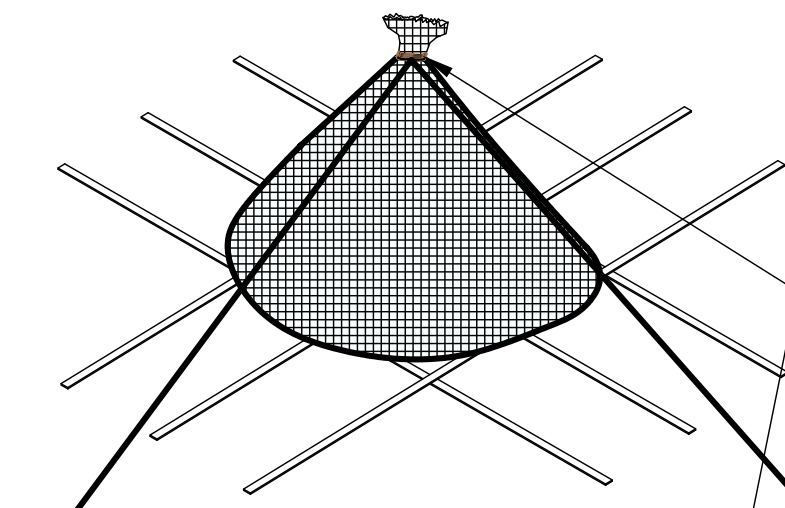


20 L.F. OF 5/8" MANILLA ROPE (TYP)

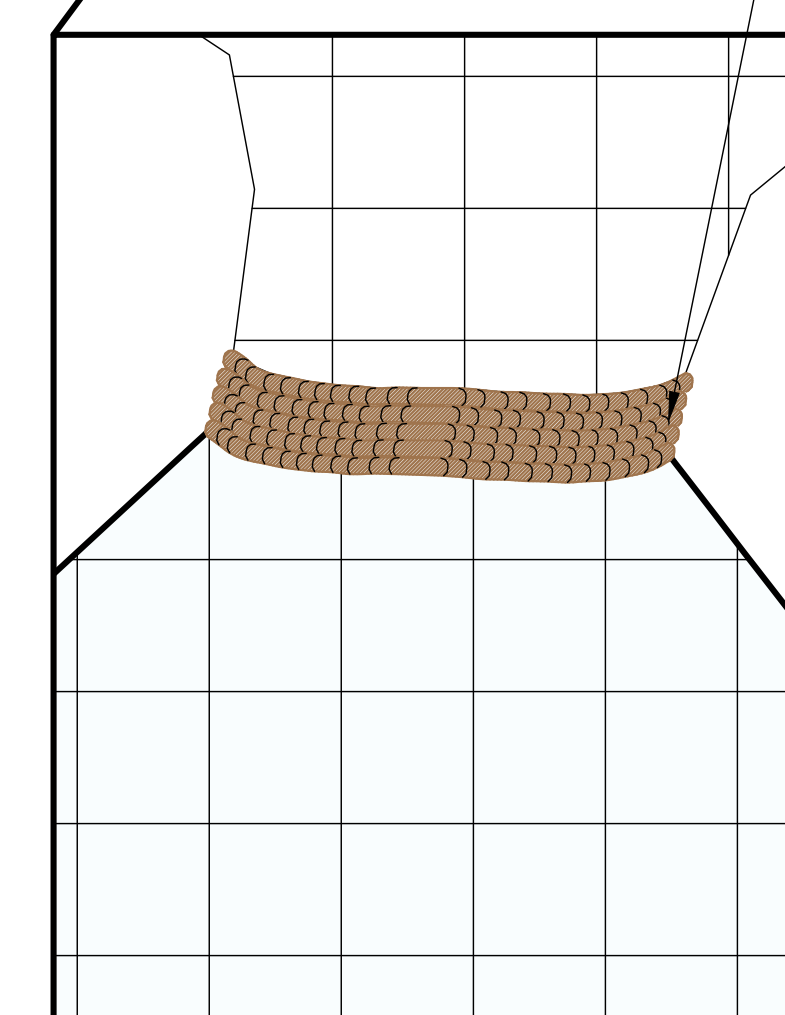
6



7



8



NO.	DATE	BY	CHD.	APPR.	REVISION

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No. 32769

**SANDY COVE PARK BANK RESTORATION PHASE 1**  
SNOQUALMIE, WA

**COIR MAT & COIR BULK BAG DETAILS**

SHEET

**R3.50**



**STORMWATER CAPITAL PROJECT OR PROGRAM**

**SANDY COVE PARK RIVERBANK RESTORE. AND OUTFALL PROJECT**

**CIP Project ID:** STM19003CIP  
**Department:** Stormwater  
**Project Status:** Design  
**Project Location:** Sandy Cove Park  
**Project Contact:** Jeff Hamlin

**Previously Spent:** \$419,364  
**Current Project Budget:** \$5,919,364  
**Original Budget at CIP Inception:** \$850,000

**Years Project in CIP:** 5

**Contact Email:** jhamlin@snoqualmiewa.gov

**Project Description:**

This project will stabilize the Snoqualmie River bank and prevent further erosion at Sandy Cove Park. Furthermore, this project will reconstruct the outfall at King Street and Falls Avenue which is undersized.

**Photo or Map:**



**Community Impact:**

The intent of this project is to stabilize the Snoqualmie River bank, prevent the river from carving a new channel that may in the future endanger important City assets such as SR 202, and protect Sandy Cove Park presently from further erosion. This work is consistent with ongoing plans for the Riverwalk Project.

**Operating Impact:**

This project is not expected to impact the operating budget.

**Budget:**

Project Activities	% of Budg.	Total Activity Budget	Previously Spent	2023	2024	2025	2026	2027	2028	2029 or Beyond
Analysis	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	7%	\$ 419,364	\$ 419,364	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	62%	\$ 3,641,281	\$ -	\$ 555,969	\$ 2,074,786	\$ 1,010,526	\$ -	\$ -	\$ -	\$ -
Const. Manage	10%	\$ 601,218	\$ -	\$ -	\$ 311,218	\$ 290,000	\$ -	\$ -	\$ -	\$ -
Contingency	14%	\$ 804,957	\$ -	\$ -	\$ 414,957	\$ 390,000	\$ -	\$ -	\$ -	\$ -
Art	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor	4%	\$ 251,805	\$ -	\$ 25,031	\$ 132,300	\$ 94,474	\$ -	\$ -	\$ -	\$ -
Other	3%	\$ 200,739	\$ -	\$ -	\$ 103,739	\$ 97,000	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>100%</b>	<b>\$ 5,919,364</b>	<b>\$ 419,364</b>	<b>\$ 581,000</b>	<b>\$ 3,037,000</b>	<b>\$ 1,882,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Operating		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**TOTAL PROJECT BUDGET:** \$5,919,364

**TOTAL OPERATING BUDGET:** \$0

**Anticipated Funding Mix:**

Source	Total Sources	Previously Allocated	2023	2024	2025	2026	2027	2028
Utility Fees ("Rates")	\$ 3,169,364	\$ 419,364	\$ 290,500	\$ 1,518,500	\$ 941,000	\$ -	\$ -	\$ -
Grants	\$ 2,750,000	\$ -	\$ 290,500	\$ 1,518,500	\$ 941,000	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 5,919,364</b>	<b>\$ 419,364</b>	<b>\$ 581,000</b>	<b>\$ 3,037,000</b>	<b>\$ 1,882,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Fiscal Notes:** This project covers DR6 in the Stormwater Management Plan.

**TOTAL FUNDING SOURCES:** \$5,919,364

**FUTURE FUNDING REQUIREMENTS:** \$0



**BUSINESS OF THE CITY COUNCIL  
CITY OF SNOQUALMIE**

**AB23-097  
August 14, 2023  
Committee Report**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB23-097: Pacific West Rail Model Train Museum	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
<b>PROPOSED ACTION:</b>	Approval of Development Agreement and Ground Lease for Pacific West Rail Model Train Museum, to be located on a proposed "public use" parcel known as Gateway Park.	

<b>REVIEW:</b>	Department Director	Emily Arteche	7/13/2023
	Finance	Drew Bouta	7/13/2023
	Legal	David Linehan	8/9/2023
	City Administrator	Mike Chambless	8/7/2023

<b>DEPARTMENT:</b>	Administration		
<b>STAFF:</b>	Mike Chambless		
<b>COMMITTEE:</b>	Community Development	<b>DATE:</b> July 17, 2023	
<b>COMMITTEE:</b>	Finance & Administration	<b>DATE:</b> July 18, 2023	
<b>CITY COUNCIL:</b>	City Council Regular Meeting	<b>DATE:</b> July 24, 2023	
<b>CITY COUNCIL:</b>	City Council Special Meeting	<b>DATE:</b> July 31, 2023	
<b>EXHIBITS:</b>	1. Development Agreement 2. Ground Lease		

<b>AMOUNT OF EXPENDITURE</b>	\$ 0
<b>AMOUNT BUDGETED</b>	\$ 0
<b>APPROPRIATION REQUESTED</b>	\$ 0

**SUMMARY**

**INTRODUCTION**

The proposed Pacific West Rail Model Train Museum would be located on City owned property commonly known as Gateway Park, which lies at the southwest corner of the intersection of Railroad Avenue SE and Snoqualmie Parkway (7001 Railroad Avenue SE, parcel no. 3024089017). The attached exhibits, Development Agreement and Ground Lease, allow the project to move forward.

**LEGISLATIVE HISTORY**

In December 2022 under AB22-132 the Council authorized the Mayor to approve a Memorandum of Understanding (MOU), to develop a park/museum on City property which will showcase a model train. The



MOU required the City and the proponents of the museum to prepare a development agreement and lease agreement.

### **BACKGROUND**

On September 12, 2022, Peter Hambling presented his vision for an interpretive model train museum that will promote a cultural, historical, educational, and entertaining tourism experience for the City of Snoqualmie. The model train is a replica of Northwest Trunk Line. The project involves the construction of a 20,000 square foot building with parking to feature the model train along with community event space, a gift shop and other interactive features as well as an outdoor recreational area with picnic benches and other improvements on City property. The museum would be operated and managed by a nonprofit foundation (Pacific West Rail Foundation), and would be open to the public daily, Wednesday-Monday, 10:00 a.m. to 6:00 p.m., with limited exceptions for certain holidays.

The agenda bill and exhibits were presented to the Community Development Committee on July 17, 2023, and the Finance & Administration Committee on July 18, 2023. An introductory presentation was made by Peter Hambling at the July 24, 2023, City Council meeting and discussion was held at a City Council Special meeting on July 31, 2023.

### **ANALYSIS**

The Development Agreement and Ground Lease do not require the City or the proponent to exchange money. During the term of the Development Agreement, the foundation would work to finalize the project design, obtain all necessary city approvals, and attempt to raise money to fund the construction. The term of the lease is set for 50-years, commencing when construction begins, with a stipulation that after the 50 years the building and related improvements would revert to the city, with the exhibits and other personal property of the museum remaining with the foundation. No permit fees will be charged to the proponents. The land would be provided to the proponents "as is," subject to certain assumptions about its readiness for construction. The proponent must raise adequate funds to construct the museum/park within 5 years.

The City sees this project as a unique opportunity to create a new tourist destination and point of attraction for local residents and guests, which has the potential to drive additional economic activity to City businesses, including restaurants, hotels, and retail stores, thereby promoting the prosperity of the business community and increasing City tax revenues. The Museum would also be made available to the City to use as a venue for City events up to two times per year.

### **BUDGET IMPACTS**

This agenda bill does not require the City to spend any funds. However, the City may have out-of-pocket costs associated with permit review as the project proceeds to construction. The museum is expected to encourage more tourism in the area and have a positive impact on the local economy.

### **NEXT STEPS**

## **PROPOSED ACTION**

MOVE to approve the Development Agreement and Ground Lease for the Pacific West Rail Model Train Museum, to be located on the "public use" parcel known as Gateway Park, with the agreements to be substantially in the form provided herewith, and authorize the Mayor to sign.

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**CITY OF SNOQUALMIE,  
A WASHINGTON MUNICIPAL CORPORATION**

**AND**

**PACIFIC WEST RAIL FOUNDATION,  
A WASHINGTON NONPROFIT CORPORATION**

**DATED: \_\_\_\_\_, 2023**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is dated as of \_\_\_\_\_, 2023 and is by and between the CITY OF SNOQUALMIE (the “City”), a municipal corporation organized under the laws of the State of Washington, and the PACIFIC WEST RAIL FOUNDATION, a Washington nonprofit corporation (“PWRF”), collectively, the “Parties”.

### **RECITALS**

The following facts and circumstances form the background of this Agreement:

WHEREAS, the Pacific West Rail (“PWR”) is a model railroad layout that depicts fourteen different locations across the western United States within the timeframe of the early 1900’s to the late 1960s. It was created by the country’s preeminent model rail designer and reflects actual locations, accurately modeled with the highest degree of realism, with sound and lighting for different times of day and night and topography finished with materials from each of the locations. The collection includes 100 engines, 125 passenger cars and 550 freight cars running on one half-mile of tracks though miniature dioramas set in these recognizable landmark locations throughout the West. Some ten (10) major railroad lines are represented within the areas that they serve or served. The system is controlled by a command center using highly sophisticated software that runs the trains autonomously for hours with programming. Three full-time staff are employed to maintain and operate the model; and

WHEREAS, it is one of the largest model railroads and one of, if not the finest in the United States in its faithful creation of real world railroads in their respective locations. Its multimillion dollar value has been determined by a highly-regarded, experienced professional and is indisputably a one-of-a-kind fully operational collection; and

WHEREAS, its founder and owner, local resident and entrepreneur Peter Hambling (“Hambling”), always has intended to share the PWR with the public in a suitable venue in an appropriate location; and

WHEREAS, Hambling has formed the nonprofit PWRF to which he intends to donate the model railroad in its entirety if and when a publicly accessible museum can be established to house it; and

WHEREAS, the City enjoys a rich railroad history and also is the home to the legacy Snoqualmie Valley Railroad (“SVR”); and

WHEREAS, the City has expressed a keen interest in providing land for the construction of PWRF’s museum adjacent to tracks of the SVR, enabling real-time comparison between the actual and the model; and

WHEREAS, the PWRF has indicated that it intends that its museum would, ideally in close and respectful collaboration with the Snoqualmie Tribe if it is located in Snoqualmie, suitably convey the deleterious impact the extension of the transcontinental railroads had on Tribal Nations and Indigenous People across the Western United States. Toward that end it expects that museum

exhibitry will include candid, informative and respectful explanations, based on information available to the museum, of that impact in order that the public may begin to comprehend this dimension of the arrival of the railroads in the Puget Sound region; and

WHEREAS, the City and PWRF have negotiated a mutually acceptable Ground Lease of certain City property for the proposed site of the museum and providing for its operation by PWRF once constructed; and

WHEREAS, Hambling has engaged the well-known Olson Kundig architectural firm to design the publicly accessible museum to be located on the proposed site; and

WHEREAS, the City and the PWRF also have negotiated this mutually acceptable Development Agreement under which PWRF will be responsible for raising the funding needed to construct the museum designed by the Olson Kundig firm. When funding has been secured, PWRF will build the museum as designed and approved by the City; and

WHEREAS, Hambling and his spouse have executed a Contingent Gift Agreement under which they will give the PWR model railroad to the PWRF upon completion of the Olson Kundig designed museum on the site proposed to be leased to the Foundation by the City,

**NOW THEREFORE**, in consideration of the foregoing, of the mutual promises of the Parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and contingent upon concurrent execution of the Ground Lease between the Parties and the Contingent Gift Agreement between Peter and Lorrie Hambling and PWRF by all relevant Parties, the Parties hereby agree as follows:

**AGREEMENT**

**ARTICLE 1**

**Effective Date; Incorporation of Documents and Materials; Definitions**

Section 1.1 Effective Date. This Agreement will be effective upon the date when both of the following conditions are satisfied: (a) the City Council of the City (“City Council”) has authorized this Agreement; and (b) this Agreement is executed by authorized representatives of the City and PWRF.

Section 1.2 Incorporation of Documents and Materials. The following documents and materials are attached as exhibits to this Agreement and by this reference are incorporated into this Agreement:

- Exhibit A: Preliminary Project Schedule
- Exhibit B: Site Plan
- Exhibit C: Preliminary Project Design
- Exhibit D: Preliminary Project Budget
- Exhibit E: Fundraising Plan

Section 1.3 Definitions. The following terms shall have the respective meanings set forth below for this Agreement.

- (a) “Agreement” means this Development Agreement between the City of Snoqualmie and the Pacific West Rail Foundation.
- (b) “City” means the City of Snoqualmie, a Washington municipal corporation.
- (c) “City Indemnified Parties” is defined in Section 5.1.
- (d) “Design Review Board” means the body established and governed by Chapter 17.80, Snoqualmie Municipal Code, as presently enacted or subsequently amended or recodified.
- (e) “Final Project Budget” means the all-inclusive budget that the City Administrator of the City (“City Administrator”) concurs is consistent with the cost of completing construction of the Final Project Design under Section 4.4.
- (f) “Final Project Design” is the design reflected in the Project’s one hundred percent (100%) construction documents approved by the City Design Review Board under Section 4.2.1.
- (g) “Final Project Schedule” incorporates all pre-construction activities required under this Agreement and reflects the projected schedule for completion of construction of the Project following the issuance of PWRF’s Notice to Proceed, when authorized under Section 4.4.
- (h) “Fundraising Plan” is the PWRF’s plan for securing the resources required to construct its Museum, as provided in Section 3.2.1.
- (i) “Land” means the City land on which the Museum will be constructed by the PWRF, as shown in Exhibit B and as more specifically identified in the Lease.
- (j) “Lease” means the Ground Lease for the Pacific West Rail Museum site by and between the City, as landlord and PWRF, as tenant, dated of even date herewith.
- (k) “Museum” or “PWR Museum” means the Pacific West Rail Museum to be operated by PWRF or any subsequent museum or other operator of the PWR Museum.
- (l) “Notice to Proceed” means the notice provided by PWRF to the Project general contractor to commence construction of the PWR Museum upon satisfaction of the requirements of Section 4.4.
- (m) “Parties” means the City of Snoqualmie and the Pacific West Rail Foundation.

- (n) “Preliminary Project Budget” means an all-inclusive budget reflecting the estimated cost of construction of the Project based on the Preliminary Project Design, including contingencies consistent with industry standards and soft costs such as professional services and applicable taxes.
- (o) “Preliminary Project Design” is defined in Section 4.2.1.
- (p) “Preliminary Project Schedule” is defined in Section 2.4 and shown in Exhibit A.
- (q) “Project” means the development and construction of the Pacific West Rail Museum for public museum purposes.
- (r) “Project Coordinator” is defined in Section 4.5(a).
- (s) “Project Manager” is defined in Section 4.5(a).
- (t) “PWRF” means the Pacific West Rail Foundation.
- (u) “PWRF Indemnified Parties” is defined in Section 5.1(b).

## ARTICLE 2

### General Provisions

Section 2.1 Scope. PWRF will construct the PWR Museum on the Land substantially consistent with the Final Project Design as evolved from the Preliminary Project Design provided in Exhibit C, at a currently estimated total cost of approximately Twenty-two Million Nine Hundred Ninety-Five Thousand Fifty to Thirty Million Five Hundred Sixty-four Thousand Five Hundred Dollars (\$22,995,050 – \$30,564,500).

Section 2.2 Development Agreement. The Parties’ rights, responsibilities and obligations during design, development and construction of the Project are delineated in this Agreement.

Section 2.3 Lease. The Parties’ long-term rights, responsibilities and obligations concerning operation of the PWR Museum are reflected in the Lease. Under the Lease, PWRF is obligated to provide enumerated Public Benefits (as required under the Lease) during its operation of the Museum.

Section 2.4 Schedule. PWRF shall use its best efforts to start construction of the Project within three (3) years from the effective date of this Agreement. The Parties, by mutual agreement, may extend the construction start date by a maximum of two (2) additional years, in up to two (2) one (1)-year increments. The current Preliminary Project Schedule for securing Project funding

and the concurrent evolution of the Project's design and budget is attached hereto as Exhibit A. The Project schedule remains subject to change as the Project evolves.

### ARTICLE 3

#### **Preliminary Project Budget and Funding**

Section 3.1 Preliminary Project Budget. The current Preliminary Project Budget to complete construction of the Project is attached hereto as Exhibit D. The Preliminary Project Budget reflects the preliminarily estimated cost of construction of the Project based on the Preliminary Project Design, as discussed in Section 4.2. The all-inclusive Final Project Budget shall continue to include all direct and indirect costs as well as contingencies consistent with industry standards.

Section 3.2 PWRF Funding and City Support.

3.2.1 PWRF Funds and Fundraising.

(a) As reflected in Exhibit D, the Preliminary Project Budget currently totals between Twenty-two Million Nine Hundred Ninety-Five Thousand Fifty to Thirty Million Five Hundred Sixty-four Thousand Five Hundred Dollars (\$22,995,050 – \$30,564,500) to complete the development and construction of the Project, to be provided from all available sources. PWRF will be responsible for securing the funding needed to fully fund the eventual Final Project Budget, increased or decreased as appropriate resulting from scope, design and schedule changes and any cost overruns, all as provided herein. PWRF's fundraising commitment shall be increased to reflect the additional cost of any financing necessary to ensure the availability of funding as needed during construction of the Project (above the projected cost of any such financing reflected in the Final Project Budget). PWRF agrees to use its best efforts to secure commitments from private individuals, corporations and foundations, and governmental sources (other than the City) for such funds on a schedule consistent with its Fundraising Plan, attached hereto as Exhibit E. PWRF's success in achieving its fundraising objectives shall be evaluated by the City Administrator when making their determinations under Section 4.4. Such evaluation shall include review of PWRF's private sector donor pledges, pledge payment experience and such other relevant information the City Administrator may reasonably require. PWRF's private sector donor pledges will be reviewed by the City Administrator under procedures to protect the confidentiality of donors and PWRF donor-related information to the extent possible. PWRF will submit to the City Administrator a copy of the pledges in a form acceptable to the City Administrator, with donor names verified by the City Administrator but omitted from the copy submitted. The City Administrator will approve a pledge if it is from a person or entity of substantial net worth in relation to the amount pledged and the City Administrator knows of no reason the pledge will not be honored.

(b) If requested by PWRF, the City will consider providing financing or credit enhancement for PWRF financing that may be needed to bring City-approved pledges forward to facilitate commencement of construction.

(c) If PWRF determines that, its best efforts notwithstanding, it is unlikely to be able to secure sufficient funding to complete the Project as presently conceived and as represented in the Preliminary Project Design, it shall so advise the City. The Parties shall confer and determine whether a mutually agreeable alternative project may be constructed and operated within projected reasonably available resources. In the event the Parties concur that such an alternative project would be mutually acceptable, the requirements of this Agreement may be modified to reflect such a modified project, including revising the Project design, budget and schedule for completing it, as appropriate. If the Parties cannot achieve concurrence on such an alternative project, particularly if the PWRF concludes, in its sole discretion, that its fundraising efforts are unlikely to yield sufficient resources to construct any project that would fulfill its vision and aspirations, this Agreement shall be terminated, as provided in Section 6.16.2.

3.2.2 City Support. The City shall provide the following in support of the development and construction of the PWR Museum:

(a) Land. The City shall provide the Land to PWRF for construction of its PWR Museum under this Agreement and its operation under the Lease. The City, to the best of its knowledge based on its prior evaluation and studies of the condition of the Land and its readiness for construction of improvements such as the PWR Museum, represents that it considers the Land to be in construction-ready condition (recognizing that no construction may occur until necessary land use approvals and construction permits are obtained by PWRF). In reliance on such representation, PWRF accepts the Land in its current condition. However, if, during the course of its preconstruction activities or during construction of the Museum, PWRF discovers or encounters conditions that would materially increase the budgeted cost of constructing the Museum, including the cost of any resulting delays in construction; materially reduce the buildable size of the Land; or require material on-going Land-related expense, the City shall be responsible for addressing such conditions, at its sole expense. For example, the City shall fully remediate any environmental or address other physical conditions that require such remediation or other measures before construction may proceed. The City also will respectfully address, at its sole expense, any archaeological, cultural or other physical impediments that may affect Project construction. If the City determines, in its sole discretion, that the cost of delivering a suitable site as required herein is beyond its means to fund, this Agreement shall terminate as provided in Section 6.16.2(b). If the PWRF, in its sole discretion, determines that the Land is no longer viable for the Project, this Agreement shall terminate as provided in Section 6.16.2(c).

To the extent that the Project is proceeding but has been delayed as a result of the City's efforts to address Land-related issues as required under this Agreement, the Preliminary Project Schedule provided in Section 2.4 for the start of construction shall be extended accordingly.

(b) Permitting and Other City Fees and Costs. The City shall waive or, as needed, bear, at its sole expense, any permitting fees or other project-related City costs, including without limitation, any internal or external project management or oversight expenses such as the cost of third-party reviews and inspections that the City may incur from the date of execution of this Agreement until completion of Project construction.



(c) Public Participation and Community Engagement. The City, at its expense and in close coordination with PWRF, shall engage the Snoqualmie Tribe and the greater Snoqualmie community to respectfully solicit and inform public opinion regarding the Project.

(d) The City, at no cost to PWRF, shall provide land suitable for Project construction staging as provided in Section 4.5(f) and Project construction-related and worker parking as provided in Section 4.5(g).

## ARTICLE 4

### Project Design and Construction

Section 4.1 Project Management. Subject to the requirements of this Agreement, PWRF shall at its expense undertake and be responsible for the management of all aspects of the design and construction of the Project. PWRF shall engage and manage, without limitation, project managers, architects and other design professionals and a general contractor with the expertise and experience necessary to successfully complete the project. In conducting any construction work on the premises, PWRF shall cause all work to be done in a good and workmanlike manner and shall comply with or cause compliance with all laws. PWRF shall obtain or cause to be obtained and maintain in effect, as necessary, all master use permits (including State Environmental Policy Act (“SEPA” approvals), certificates of approvals, building permits, licenses and other governmental approvals that may be required in connection with such work, subject to the City’s commitment provided in Section 3.2.2(b). PWRF shall complete construction of the Project substantially consistent with the Final Project Design, except as specifically provided herein. PWRF shall use its good faith best efforts to resolve issues that may arise during construction to avoid material or other changes to the Final Project Design that would require the approval of the City Design Review Board by, among other measures, applying contingency funding available within the Preliminary Project Budget; adjusting the Project schedule; reducing costs through permissible changes to the Final Project Design and other means; and, as needed, committing additional funds to supplement the Preliminary Project Budget.

#### Section 4.2 Design Review and Approval; Consistent Preliminary Project Budget.

4.2.1 City Design Review and Approval. Sequential, major phase design documents (including schematic design, design development and permit documents) shall be reviewed and approved by the City Design Review Board, which approval shall not be unreasonably denied, conditioned or delayed. The Project’s Preliminary Project Design is attached hereto as Exhibit C. Upon the City Design Review Board’s approval of the Project’s one hundred percent (100%) construction documents, such documents shall constitute the Final Project Design for purposes of this Agreement. The Final Project Budget for construction of the PWR Museum consistent with the Final Project Design shall be determined by PWRF and is subject to the approval of the City as provided in Section 4.4.

4.2.2 Material Change. Any material changes to the Final Project Design require the prior approval of the City Design Review Board, which approval shall not be unreasonably withheld or delayed. A material change is any change estimated to cost Two Hundred Thousand

Dollars (\$200,000) or more to complete and that, in the reasonable determination of the City Administration, materially affects the design, function or utility of the Project, including but not limited to elimination or addition of a significant element or feature; discernible or functional alteration in the quality or projected performance of any significant feature or system; or any significant change in the use or appearance of any major space or component. PWRF shall notify the City Administrator of any proposed material changes. Any dispute between the Parties as to whether a proposed change is material shall be resolved in favor of requiring the City Design Review Board's approval. Before PWRF gives its construction contractor its Notice to Proceed with construction, the Parties shall develop a process under which any proposed material changes shall be reviewed by the City Design Review Board, including a timeline for such review designed to minimize potential delays in completing the Project consistent with the Final Project Schedule. Nothing in this paragraph shall be construed as limiting the authority of the City to approve or disapprove proposed changes to the Project when acting in its regulatory capacity.

4.2.3 Signage. The PWR Museum may be identified by signage affixed on the building and located elsewhere on its leased premises. Initial signage for the PWR Museum and leased premises shall be incorporated in the Project design and shall be subject to the review and approval of the City Design Review Board in the context of review and approval of the design as provided in Section 4.2.1. The Project design may also include features or fixtures necessary for the display and support of temporary promotional or informational signage such as banners and flags.

Section 4.3 Requirements for Construction. In managing the Project, PWRF shall ensure that the Project and its general contractor and others as appropriate apply good faith best efforts to comply with the contracting requirements provided herein. PWRF shall comply with the following additional requirements:

(a) Upon completion of construction of the Project, PWRF shall apply for Leadership in Energy and Environmental Design (LEED) certification at the Silver level or higher, under the U.S. Green Building Council's Rating System.

Section 4.4 Notice to Proceed.

PWRF may issue its Notice to Proceed to its general contractor upon receipt of the following:

(a) concurrence by the City Administrator that the Final Project Budget is consistent with the cost of completing construction of the Final Project Design, based on their review of the most recent construction cost estimates provided by PWRF;

(b) the determination of the City Administrator, based on their review of the status of PWRF's fundraising efforts against its Fundraising Plan, that PWRF has timely access to sufficient funds from all available sources, including private individuals, corporations and foundations and public sources other than the City, to fully fund the cost of completing construction of the Project, as reflected in the Final Project Budget; and

(c) concurrence by the City Administrator that (i) PWRF's general contractor has agreed to a guaranteed maximum price to construct the Project as represented in the Final Project Design and consistent with the Final Project Budget; and (ii) PWRF's contract with its general contractor provides for the requirements for construction under this Agreement.

#### Section 4.5 Project Management and Coordination.

(a) Project Manager and Coordinator. At least thirty (30) days prior to issuing its Notice to Proceed, PWRF shall notify the City Administrator of the identity of the PWRF construction contractor's project manager ("Project Manager") by name and such person's business and home telephone numbers, and the City shall provide to PWRF comparable contact information for the City project coordinator ("Project Coordinator"). In the event either such person is replaced, the party changing personnel shall provide notice to the other no later than the effective date of such replacement, including such replacement's name and business and home telephone numbers.

(b) Project Construction Meetings. The Project Manager shall keep the Project Coordinator informed of the time and place of each regular and special project construction meeting to enable the Project Coordinator to attend, become informed about the status of the Project, participate in discussions and present the City's position regarding matters being discussed. The Project Manager shall also participate in such separate meetings with the Project Coordinator and, at the City Administrator's option, with the City Administrator's designee, as may be scheduled by the Project Coordinator with at least three (3) days' prior notice.

(c) Status Reports. Within seven (7) days after the receipt by PWRF of any project construction meeting minutes, PWRF shall deliver a copy of each of the same to the Project Coordinator.

(d) Minimization of Adverse Impacts. PWRF shall protect from damage or destruction all private and public property near the construction premises not scheduled for repair, replacement or removal. All Project-related demolition, construction, alteration, addition, improvement and other activity or work performed by or for PWRF on the construction premises shall be carried out in a manner that minimizes any adverse impact on nearby City property and the use thereof by the City or third parties, and on any private property near the Project. (For purposes of this requirement, the term "property" includes land, trees, shrubbery and landscaping, irrigation facilities, drainage, survey markers and monuments, buildings and structures, conduits and pipes, meters, fences, pavements, curbs, driveways, sidewalks, and other property of any description, excluding the premises subject to the Lease.) PWRF shall prepare for the City Administrator's reasonable review and approval a plan for construction fencing, including routes for temporary pedestrian access around the construction site, before mobilization work begins. PWRF shall work with the Project Coordinator to schedule construction activity to minimize construction impacts such as noise, dust and fumes. Nothing in this Section 4.5(d) limits the City's authority to impose SEPA mitigation measures on the Project when acting in its regulatory capacity.

(e) Waste Disposal. PWRF shall secure and provide within the construction premises, appropriately sized containers for the collection of all waste materials, debris and rubbish associated with the Project. PWRF shall keep the site and all adjacent property free from the accumulation of waste materials, rubbish and windblown debris associated with the Project and, daily, shall dispose of all flammable, hazardous and toxic materials generated by or otherwise associated with, but not needed for construction of, the Project. Storage and disposal must be in accordance with applicable Federal, State and local laws, fire codes and regulations. All waste materials, debris and rubbish generated by or otherwise associated with the Project shall be disposed of legally at disposal areas away from the site. Upon completing the Project, PWRF shall ensure that the site and the roadways and walkways immediately surrounding the site are cleaned to the reasonable satisfaction of the Project Coordinator, and that all tools, equipment and surplus materials, and waste materials, debris and rubbish associated with the Project have been removed from the site.

(f) Staging and Fencing. The Parties shall cooperate in the identification of sufficient space reasonably proximate to the site for the exclusive use of PWRF's contractor and its subcontractors and their employees, agents or contractors for construction staging activities. Such activities include, without limitation, parking of construction, contractor and construction worker vehicles, temporary structures and storage of construction materials to be used in the Project. The space shall become available for staging when PWRF authorizes its contractor to proceed with construction of the Project and terminate upon Project completion. PWRF shall fully restore the staging space, as provided in Section 4.2. During Project construction, PWRF may install a temporary perimeter fence enclosing its staging area and the site to secure both the site and the staging area. Such fencing is subject to the City Administrator's approval as provided in Section 4.5(d) and shall be removed upon Project completion.

(g) Construction-related and Worker Parking. The City and PWRF shall develop a plan for identifying locations for parking for Project contractors, suppliers and construction workers to minimize the impact of worker parking on the site and the surrounding neighborhood. Ideally, such parking shall be provided on the City property provided for construction staging under Section 4.5(f).

#### Section 4.6 PWRF Cost Overruns Responsibility and Risk Management.

##### 4.6.1 Cost Overruns.

(a) The Parties agree to apply good faith best efforts to complete the Project consistent with the Final Project Design. Funds required for any increases in the Preliminary Project Budget necessary to complete the Project substantially consistent with the Final Project Design (as potentially modified under this Agreement) shall be provided by PWRF from sources other than the City, except as specifically provided herein. PWRF's responsibility for cost overruns includes responsibility for those due to unforeseen conditions that must be addressed for the Project to proceed, but only to the extent such conditions can be remedied with resources available within the Preliminary Project Budget. Upon discovery of an unforeseen condition that must be addressed for the Project to proceed, PWRF will notify the City Administrator. PWRF will evaluate ways to resolve any such conditions for the Project to proceed

and determine the cost of doing so. In addressing such additional cost, PWRF may, among other measures, apply contingency funds within the Preliminary Project Budget, make modifications to the Final Project Design, and apply such additional funds that PWRF, in its sole discretion, determines to provide to increase the Preliminary Project Budget. PWRF will keep the City Administrator apprised of its work and advise them of its plans for addressing such conditions, specifically including any proposed changes in the Final Project Design requiring Design Review Board approval under Section 4.2.2. If PWRF concludes that it lacks the resources to address any such unforeseen conditions and that it cannot complete the Project, it will so notify the City Administrator. The Parties will cooperate in developing and implementing a plan to suspend or terminate the Project.

(b) PWRF's responsibility for cost overruns notwithstanding, the City shall bear financial responsibility for any direct or indirect cost increases associated with changes to the Project that the City requests after the City Administrator approves the Final Project Design (excluding permitting or other regulatory requirements).

4.6.2 Retainage and Bonding. PWRF shall establish retainage for purposes equivalent to those stated in Ch. 60.28 RCW at not less than five percent (5%) of its contractor's guaranteed maximum price and shall require bonding by its contractor to the extent warranted, in its judgment and discretion after consultation with the City Administrator.

4.6.3 Liens. PWRF shall pay or cause to be paid all sums payable by it for any labor performed or materials furnished in connection with any work performed on the Project. PWRF will discharge, by bond or otherwise, any mechanic's or materialman's lien filed against the premises for work claimed to have been done for, or materials claimed to have been furnished to PWRF, within thirty (30) days after filing.

#### Section 4.7 Insurance Requirements

4.7.1 PWRF's Insurance Requirements. From and during the effective date of this Agreement, PWRF shall, at its sole cost and expense and as part of project costs, procure and maintain with insurers acceptable to the City, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by PWRF, its agents, representatives, employees, consultants, subconsultants, contractors and/or subcontractors. Coverage shall be at least as broad as:

4.7.1.1 Commercial General Liability. Insurance Services Office form number (CG 00 01) or equivalent covering Commercial General Liability Policy shall be written on form CG 00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard form and shall include coverage for:

1. Premises/Operations;
2. Products/Completed Operations;
3. Advertising Injury;
4. Contractual Liability;
5. Independent Contractors;

6. “Additional Insured” status provided to relevant project entities;
7. Unintentional failure to disclose provision;
8. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or equivalent; and
9. A broadened knowledge of occurrence provision.

Such insurance must provide a minimum limit of not less than \$5,000,000.00 general aggregate per location aggregate. Such insurance shall not contain exclusions related to explosion, collapse, underground, and blasting. PWRF shall maintain coverage for completed operations/product liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least six (6) years after substantial completion of the Project. The policy will not exclude coverage losses resulting from perils and acts of terrorism so long as terrorism coverage is commercially available. If any such insurance policy excludes coverage for perils and acts of terrorism, PWRF will obtain a separate terrorism insurance policy in the coverage amount required by this paragraph in form and substance reasonably satisfactory to the City.

4.7.1.2 Automobile Liability. Insurance Services Office form number (CA 00 01) or equivalent covering Business Automobile Coverage, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9, with a limit of not less than \$2,000,000.00 combined single limit per occurrence.

4.7.1.3 Workers’ Compensation. Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits, and any other applicable State Workers’ Compensation Law.

4.7.1.4 Employer’s Liability or “Stop Gap”. The protection provided by the Workers’ Compensation Policy, Part 2 (Employer’s Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability or Worker’s Compensation Policy in the amount of at least \$2,000,000.

4.7.1.5 Builder’s Risk Insurance. During the period of construction, PWRF shall also procure and maintain Builder’s Risk Insurance, which shall be written on an “all-risk” completed value policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by PWRF, the City, or others, comprising total value for the entire Project at the site on a replacement cost basis, including cost to cover professional fees. Coverage shall be provided for (i) the perils of earth movement including earthquake and flood (an earthquake and flood sublimit may be allowed, as mutually agreed to by PWRF and the City and may be subject to probable maximum loss study); (ii) resultant damage from errors in design, plans, specifications, faulty workmanship, materials and construction; (iii) “extra expense”; (iv) temporary buildings, debris removal and all materials to be stored offsite and while in transit to the jobsite; (v) “cold testing” of all building systems; (vi) PWRF’s loss of use of the Project due to delays in Project completion caused by covered peril losses to the Project, including loss of income and rents and soft costs such as interest on any construction loan, real estate taxes and insurance premiums; (vii) the increased cost of construction, debris removal and demolition due to the operation of building laws and code upgrades; and (viii) direct physical damage to the Project and loss of use caused by an off premises

services interruption. PWRF shall have the required Builder's Risk Policy in place no later than commencement of construction. The Builder's Risk Policy shall have a deductible no greater than \$5,000 (except for flood and earthquake damage, which may be higher) and shall be paid by PWRF. The Builder's Risk Policy shall include PWRF, the general contractor and their respective subcontractors and other contractors as insureds in an amount equal to their interest with a loss payable clause in favor of any construction lender, as their interests may appear. PWRF shall keep the Builder's Risk Policy in place from commencement of construction until substantial completion. Upon substantial completion, the completed project broad-form all risk property insurance coverage will take effect immediately. The policy will not exclude coverage losses resulting from perils and acts of terrorism so long as terrorism coverage is commercially available. If any such insurance policy excludes coverage for perils and acts of terrorism, PWRF will obtain a separate terrorism insurance policy in the coverage amount required by this paragraph in form and substance reasonably satisfactory to the City.

4.7.1.6 Umbrella/Excess Liability. Coverage shall follow form of the General Liability, Employer's Liability, and Automobile Liability.

4.7.2 Contractors' Insurance Requirements. From and after the Effective Date of this Agreement, the contractor shall, at its sole cost and expense, procure and maintain or cause to be procured and maintained with insurers acceptable to the City, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by contractor, its agents, representatives, employees, consultants, contractors and/or subcontractors. Coverage shall be at least as broad as follows. PWRF shall include a provision in each construction contract requiring each contractor to maintain the following minimum scope and limits of insurance.

4.7.2.1 Commercial General Liability. Insurance Services Office form number (CG00 01) or equivalent covering Commercial General Liability including coverage for:

1. Premises/Operations;
2. Products/Completed Operations;
3. Advertising Injury;
4. Contractual Liability;
5. Independent Contractors;
6. Explosion collapse underground hazards;
7. Personal injury with employment and contractual exclusions deleted;
8. Unintentional failure to disclose provision;
9. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or Equivalent;
10. Blasting (if explosives are used in the performance of the Work); and
11. A broadened knowledge of occurrence provision.

Such insurance must provide a minimum limit of liability of \$2,000,000 per occurrence and \$2,000,000 aggregate per project/location, with at least \$2,000,000 products-completed operations aggregate limit. PWRF shall also obtain an umbrella policy with limit of at least \$5,000,000.

The contractor's CGL insurance shall not exclude perils generally known as XCU (Explosion, Collapse and Underground Property Damage), Subsidence, Absolute Earth Movement (except as respects earthquake peril only) or any equivalent peril.

The contractor's CGL insurance shall include each of City and PWRP as an additional insured for Products and Completed Operations by providing additional insured status on the ISO CG 20 10 11 85 or CG 20 37 endorsement, or by an equivalent policy or endorsement provision. The Products and Completed Operations additional insured status for City shall remain in effect for not less than six (6) years following substantial completion.

4.7.2.2 Automobile Liability. Automobile Liability Insurance Services Office form number (CA 00 01) or equivalent for owned, non-owned, hired, and leased vehicles, as applicable, with a minimum limit of liability of \$1,000,000 Combined Single Limit (CSL). If pollutants are to be transported, CA 99 48 endorsement is required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

4.7.2.3 Workers' Compensation. The contractor shall comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance) and any other applicable State Workers' Compensation laws.

4.7.2.4 Employer's Liability or "Stop Gap". The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability or Workers' Compensation Policy in the amount of at least \$2,000,000.

4.7.2.5 Contractor's Pollution Liability. Contractor shall provide contractor's Pollution Liability coverage in the amount of \$2,000,000 per occurrence or claim 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. Insurance shall not exclude pollution arising out of asbestos, lead, mold and/or PCB operations. Evidence of insurance must specifically state that such coverage is included. Contractor shall be responsible for obtaining and maintaining evidence of Transportation coverage (including MCS-90 and CA 9948 Endorsements for Automobile Liability) and Disposal Site Operators Insurance from all subcontractors and site operators. If coverage is placed on a "Claims-Made" basis, then the Retrospective Date of the policy must match or precede the date these contracts are executed. Evidence of continuous coverage or an extended reporting period endorsement shall be required for a period of six (6) years after substantial completion.

4.7.2.6 Contractor's Professional Liability. In any construction contract that requires professional services as part of the work, contractor shall provide \$2,000,000 per claim/\$2,000,000 aggregate professional liability errors and omissions coverage. If coverage is placed on a "Claims-Made" basis, then the Retrospective Date of the policy must match or precede the date the first professional services are provided. Evidence of continuous coverage or an



extended reporting period endorsement shall be required for a period of six (6) years after substantial completion.

4.7.3 Design and Engineering Consultants' Insurance Requirements. From and after the effective date of this Agreement, the professional consultant shall, at its sole cost and expense and as part of project costs, procure and maintain or cause to be procured and maintained with insurers acceptable to the City, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by professional consultant, its agents, representatives, employees, consultants, contractors and/or subcontractors. PWRP shall require in each professional consultant contract that the consultant provide the following minimum scope and limits of insurance:

4.7.3.1 General Liability. Insurance Services Office form number (CG00 01) or equivalent covering Commercial General Liability, including coverage for completed operations/product liability, independent contractors, contractual liability, explosion collapse underground hazards, personal injury with employment and contractual exclusions deleted, unintentional failure to disclose provision, and a broadened knowledge of occurrence provision with a limit of not less than \$2,000,000 combined single limit per occurrence, \$2,000,000 general aggregate per project/location. Professional consultant shall maintain coverage for completed operations/product liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least six (6) years after substantial completion of the Project.

4.7.3.2 Automobile Liability. Insurance Services Office form number (CA 00 01) or equivalent covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, with a limit of not less than \$1,000,000 combined single limit per occurrence.

4.7.3.3 Workers' Compensation. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington or any other applicable State Workers' Compensation Law, at statutory limits.

4.7.3.4 Employer's Liability or "Stop Gap". The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability or Worker's Compensation Policy in the amount of at least \$2,000,000.

4.7.3.5 Professional Liability Errors and Omissions. Consultant shall provide \$2,000,000 per claim/aggregate professional liability errors and omissions coverage. Such coverage shall continue in force or be extended by professional "Tail" coverage for a period no less than six (6) years from Project completion.

4.7.4 Terms and Conditions. The policies required under this Section 4.7 shall meet all requirements below.

4.7.4.1 The City of Snoqualmie as Additional Insured. The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include the "City of

Snoqualmie, its officers, officials, employees, agents and volunteers” as additional insureds. All insurance shall be primary and non-contributory to any insurance maintained by or available to the City. The term “insurance” in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.

4.7.4.2 Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited. PWRF’s insurance policy shall include a “separation of insureds” or “severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. PWRF’s insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City from coverage or asserting a claim under PWRF’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. PWRF’s failure to comply with any of the requisite insurance provisions shall, at the discretion of the City, serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by PWRF or reduced and/or offset against the Agreement.

4.7.4.3 Cancellation Notice. Such policies shall not be renewed, canceled, or materially modified without thirty (30) days’ prior written notice to the City or ten (10) days for non-payment of premiums. PWRF shall provide City with notification in the event of any reduction or restriction of insurance limits or coverage of any respective policies.

4.7.4.4 Minimum Security Requirements: Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–:VII or higher in the then-current A. M. Best’s Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

4.7.4.5 Each insurance policy shall be written on an “occurrence” form, excepting that insurance for professional liability, errors and omissions, and Contractors Pollution Liability when required, may be acceptable on a “claims made” form.

4.7.4.6 If coverage is approved (if approval is required above) and purchased on a “claims made” basis, PWRF warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than six (6) years from the date of completion of the work that is subject to said insurance.

4.7.4.7 Any deductible must be disclosed to, and shall be subject to reasonable approval by, the City. The cost of any claim falling within a deductible shall be the responsibility of PWRF.

4.7.4.8 By requiring such minimum insurance as specified herein, neither party shall be deemed to, or construed to, have assessed the risks that may be applicable to the other party to this Agreement or any contractor. Each party and each contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage.

4.7.4.9 PWRF shall release the City from any and all claims or causes of action whatsoever in or from or in any way connected with any loss covered or which should have been covered by insurance required to be maintained by PWRF pursuant to this Agreement.

4.7.5 Waiver of Subrogation. City and PWRF release and relieve the other from any liability they might otherwise have and waive their entire right of recovery for loss or damage to property located within or constituting a part or all of the Premises or the PWR Museum to the extent that the loss or damage either (a) is actually covered by the injured party's property insurance, or (b) if the injured party failed to maintain insurance as required under this Agreement, would have been covered under the terms and conditions of the property insurance the injured party is required to carry under Section 4.7, whichever is greater. This waiver applies regardless of the cause or origin of the claim including without limitation loss due to the negligent acts or omissions of City or PWRF, or their respective officers, directors, council members, employees, agents, contractors, invitees, PWRF's assignees or subtenants. The parties shall have their property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable; and provided further, that the failure to obtain such endorsement, when required, shall not impair the effectiveness of this waiver and/or release between City and PWRF.

4.7.6 Evidence of Insurance. On or before the effective date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by PWRF:

4.7.6.1 Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein.

4.7.6.2 A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;

4.7.6.3 A copy of the CGL insurance policy provision(s) and endorsements expressly including the City and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement; a full and complete copy of insurance policies must be provided to the City upon request.

4.7.6.4 Pending receipt of the documentation specified in this Section 4.7, PWRF may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

Evidence of Insurance as set forth above, shall be issued to: City of Snoqualmie.

4.7.7 Assumption of Property Risk. Except to the extent of City’s negligence or willful misconduct, but subject to Section 4.7.5 above, the placement and storage of PWRF’s personal property in or about the Premises shall be the responsibility, and at the sole risk, of PWRF.

4.7.8 Adjustments of Claims. PWRF shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of PWRF under this Agreement.

4.7.9 PWRF’s Responsibility. The procuring of the policies of insurance required by this Agreement shall not be construed to limit PWRF’s liability hereunder. Notwithstanding said insurance, but subject to Section 4.7.5 above, PWRF shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of PWRF, or any of its agents, officers and employees or through use or occupancy of the Premises.

## ARTICLE 5

### Indemnification and Dispute Resolution

#### Section 5.1 Indemnification.

(a) PWRF Indemnification. To the fullest extent permitted by law, PWRF shall indemnify, defend (using counsel acceptable to the City) and hold the City, its officers, agents, employees and elected officials (collectively, the “City Indemnified Parties”) harmless, and shall require its construction contractor to similarly indemnify, defend and hold the City Indemnified Parties harmless throughout the course of the Project from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including City’s actual and reasonable personnel and overhead costs and attorneys’ fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) of any kind whatsoever arising out of the Project, and which result from, arising out of, or connected with the following: (i) the acts or omissions of PWRF, its employees, agents, officers, affiliates, contractors, guests or invitees throughout the course of the Project; (ii) PWRF’s breach of this Agreement; or (iii) construction of the Project. PWRF’s defense and indemnity obligations and those of its contractor shall extend to claims brought by their own employees and the foregoing obligations are specifically and expressly intended to act as a waiver of PWRF’s and PWRF’s contractor’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, but only as to the City Indemnified Parties and to the extent necessary to provide the City Indemnified Parties with a full and complete defense and indemnity.

(b) City Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend (using counsel acceptable to PWRF) and hold PWRF, its board members, employees, agents, officers, contractors, guests or invitees (collectively, “PWRF Indemnified Parties”) harmless throughout the course of the Project from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including PWRF’s actual and reasonable personnel and overhead costs and attorneys’ fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) of any kind whatsoever resulting from, arising out of the Project, and which result from, arising out of, or connected with the following: (i) the acts or omissions of the City, its employees, agents, officers, elected officials,

affiliates, contractors, guests or invitees throughout the course of the Project; or (ii) the City's breach of this Agreement, specifically including, without limitation, any such claims related to the condition of the Land as delivered to PWRF for which the City bears sole responsibility to provide a construction-ready site. The City's defense and indemnity obligations extend to claims brought by its own employees and the City's foregoing obligations are specifically and expressly intended to act as a waiver of the City's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to PWRF Indemnified Parties and to the extent necessary to provide PWRF Indemnified Parties with a full and complete defense and indemnity.

Section 5.2 Limitation of PWRF's Obligation. To the extent necessary to comply with RCW 4.24.115 as in effect on the effective date of this Agreement, PWRF's and PWRF's contractor's obligation to indemnify the City for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Project (i) shall not apply to damages caused by or resulting from the sole negligence of the City Indemnified Parties; and (ii) to the extent caused by or resulting from the concurrent negligence of (A) the City Indemnified Parties and (B) PWRF, its board members, agents, contractors, officers, affiliates, employees, guests or invitees shall apply only to the extent of the negligence of PWRF, its board members, agents, contractors, officers, employees, guests or invitees; PROVIDED, HOWEVER, the limitations on indemnity set forth in this Section shall automatically and without further act by either the City or PWRF be deemed amended so as to remove any of the restrictions contained in this Section 5.2 no longer required by then applicable law.

Section 5.3 Waiver of Indemnity; Indemnities Negotiated. PWRF and the City agree that the foregoing indemnity specifically includes, without limitation, claims brought by either party's employees against the other party. THE FOREGOING INDEMNITIES ARE EXPRESSLY INTENDED TO CONSTITUTE A WAIVER OF EACH PARTY'S IMMUNITY UNDER WASHINGTON'S INDUSTRIAL INSURANCE ACT, RCW TITLE 51, TO THE EXTENT NECESSARY TO PROVIDE THE OTHER PARTY OR PARTIES WITH A FULL AND COMPLETE INDEMNITY FROM CLAIMS MADE BY EACH PARTY AND ITS EMPLOYEES, TO THE EXTENT OF THEIR NEGLIGENCE. THE CITY AND PWRF ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

Section 5.4 Dispute Resolution. In the event of a dispute regarding this Agreement, the Parties agree to follow the procedures in this Section prior to filing or initiating a lawsuit. The Parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, the matter shall be referred to the City Administrator and the Executive Director or Board Chair of PWRF. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute. PWRF and the City agree to participate in mediation with the agreed upon mediator for a reasonable amount of time and in good faith. The cost of the mediation shall be shared equally between the City (one-half) and PWRF (one-half).

## ARTICLE 6

### Miscellaneous

Section 6.1 Amendments. This Agreement may not be amended, changed, modified or altered, except by an instrument in writing duly executed by the City Administrator and PWRP (or their successors in title).

- (a) The City Administrator is authorized to approve “minor” amendments to this Agreement. A proposed amendment is “minor” if it does not alter the purpose and intent of this Agreement and does not increase the financial burdens or obligations of the City. Any proposed amendment that does not meet the definition of a “minor” amendment constitutes a “major” amendment. The determination of whether a proposed amendment is “major” or “minor” lies with the Mayor.
- (b) Major amendments require the approval of the City Council via passage of a resolution or ordinance.

Section 6.2 Authority. Each Party hereto warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder and that all necessary approvals, acts or resolutions to authorize this transaction have been taken, and the signatories, by executing this Agreement, warrant that they have the authority to bind the respective parties.

Section 6.3 Binding Effect; No Assignment. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors. This Agreement may not be assigned without the written consent of the Parties.

Section 6.4 Consents and Approvals. In any instance when any Party’s consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Whenever the consent of City or the City Administrator to any act to be performed under this Agreement is required, PWRP must obtain the consent or approval expressly for purposes of this Agreement, regardless of whether a consent or approval shall have been granted by the City in its regulatory, public utility, or other capacity. No permission, consent, or approval of the City or the City Administrator contained herein or given pursuant to this Agreement is, or shall be construed as, a representation or assurance that the matter consented to or approved complies with applicable laws, regulations, ordinances or codes, nor shall any such consent or approval be construed to authorize any failure to comply with any of the foregoing.

Section 6.5 Construction. The following rules shall apply to the construction of this Agreement unless the context otherwise requires:

- (a) Words describing the singular number shall include the plural number and vice versa, except where otherwise indicated.

(b) All references herein to articles, sections or exhibits are references to articles, sections or exhibits of this Agreement, unless otherwise stated.

(c) The headings and table of contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(d) This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties had prepared it.

Section 6.6 Counterparts. This Agreement may be executed in counterparts for the convenience of the Parties, and such counterparts shall together constitute one Agreement.

Section 6.7 Cumulative Remedies. The rights and remedies that any Party may have under this Agreement or at law or in equity, upon any breach, are distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them shall be deemed to be exclusive of any other.

Section 6.8 Force Majeure. Except as otherwise provided in this Agreement, time periods for any Party's performance under any provision of this Agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond such party's reasonable control, including without limitation, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, unforeseen site conditions, casualty, war or other strife.

Section 6.9 Governing Law; Jurisdiction and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. City and PWRF each hereby consent to personal jurisdiction in the state and federal courts located in the State of Washington. Except as otherwise required by applicable law, any action arising under this Agreement shall be brought and maintained in the Superior Court of the State of Washington in and for King County, City and PWRF each consent and agree that venue is proper in such court, and City and PWRF each waive any defense or right to seek dismissal or transfer on grounds of improper or inconvenient venue.

Section 6.10 Integration. Together with the Lease, this Agreement contains the entire integrated agreement between the parties as to the matters covered herein and supersedes any oral statements or representations or prior written matter not contained in this instrument as to the matters set forth herein.

Section 6.11 Limitation on Third Party Rights. Nothing in this Agreement expressed or implied is intended or shall be construed to give to any person other than the Parties any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Parties.

Section 6.12 No Partnership. Nothing in this Agreement shall create any partnership, joint venture or other relationship between PWRF and the City.

Section 6.13 No Waiver. Failure of any Party to complain of any act or omission by the other, no matter how long the failure may continue, shall not constitute a waiver of any rights under this Agreement. No waiver by any Party of any breach of any provisions of this Agreement shall be deemed a waiver of a breach of any other provision or consent to any subsequent breach of any other provision. If any action of any Party requires the consent or approval of another, consent or approval given on one occasion shall not be deemed a consent to or approval of that action on any other occasion. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

Section 6.14 Notices. All notices, demands or requests that may or must be given by any Party to another under this Agreement shall be given in writing and delivered personally, or sent by U.S. certified mail, postage prepaid, return receipt requested, or nationally recognized overnight air carrier, and addressed to City’s address or PWRF’s address, as follows:

If to the City:  
City of Snoqualmie  
Attn: City Administrator  
38624 SE River Street  
P.O. Box 987  
Snoqualmie, WA 98065  
Email: mchambless@snoqualmiewa.gov

And:

Copy to: City Attorney

If to PWRF:  
Peter Hambling  
7811 NE 10<sup>th</sup> Street  
Medina, WA 98039

Copy to: B. Gerald Johnson  
Pacifica Law Group LLP  
1191 2<sup>nd</sup> Avenue, Suite 2000  
Seattle, WA 98101-3404  
Phone: 206.245.1700  
Email: gerry.johnson@pacificalawgroup.com

Notices shall be deemed to have been given upon receipt or attempted delivery where delivery is not accepted. Any Party may change its address and/or those receiving copies of notices upon written notice given to the other.



Section 6.15 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, then that provision and the remainder of this Agreement shall continue in effect and be enforceable to the fullest extent permitted by law. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

Section 6.16 Termination of Agreement.

6.16.1 Upon Project Completion. Unless otherwise stated herein, this Agreement and all obligations hereunder shall terminate when the Project receives its final certificate of occupancy, except that the provisions of Article 5; and Sections 4.3(a); 4.7.1.1; 4.7.2.1; 4.7.2.6; 4.7.3.1; 4.7.3.5; 4.7.4.6; and 6.9 survive the expiration or termination of this Agreement.

6.16.2 Failure of Assumptions. This Agreement may be terminated under the following circumstances:

- (a) As provided in Section 3.2.1(b), in PWRF's sole discretion, due to unsuccessful fundraising;
- (b) As provided in Section 3.2.2(a), in the City's sole discretion, due to unreasonably high Land preparation costs;
- (c) As provided in Section, 3.2.2(a), in PWRF's sole discretion, due to the viability of the Land; or
- (d) By mutual agreement of the Parties for any other failure of a material shared assumption underlying the Project's purpose or prospects.

6.16.3 Disputes. Any disputes with regard to this section are expressly made subject to the terms of Section 5.4 of this Agreement regarding Dispute Resolution.

Section 6.17 Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

[signatures on next page]

City:

CITY OF SNOQUALMIE, a Washington municipal corporation

By: \_\_\_\_\_  
Name: Katherine Ross  
Title: Mayor

PWRF:

PACIFIC WEST RAIL FOUNDATION, a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: Peter Hambling  
Title:

## EXHIBIT A Preliminary Project Schedule

PROJECT TASK		ESTIMATED TIMELINE																																					
		2022		2023												2024												2025				2026							
		Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>PROJECT MANAGEMENT</b>																																							
Prepare Master Business Plan																																							
Support Major Tasks																																							
Retain a CEO																																							
Retain/Prep Staff for Grand Opening																																							
<b>ACQUIRE PROPERTY</b>																																							
MOU w/ City of Snoqualmie																																							
Pre-Development Agreement w/ CoS																																							
Land Lease w/ CoS																																							
<b>ORGANIZE NONPROFIT</b>																																							
Charter Nonprofit w/ State																																							
Secure IRS Tax Exemption																																							
Recruit Initial Board Members																																							
Recruit Education Advisory Committee																																							
Add to Board for Fundraising																																							
Add to Board for Operations																																							
<b>DESIGN</b>																																							
Retain Design Firm																																							
Prepare Concept Design																																							
Prepare Schematic Design																																							
Prepare Design Development																																							
Secure Design Approval from CoS																																							
Secure Permits																																							
Construction Management																																							
<b>FUNDING</b>																																							
Prepare Funding Strategy																																							
Organize Fundraising Staff																																							
Cost Estimate																																							
Implement Fundraising to Targets																																							
Secure Pledges																																							
Secure Bridge Financing																																							
<b>CONSTRUCTION</b>																																							
Groundbreaking																																							
Site Improvements																																							
Building Construction																																							
Disassemble/Move Model RR																																							
Install Model RR/Exhibits																																							
Secure Occupancy Permit																																							
<b>GRAND OPENING</b>																																							
Pre-Opening Events																																							
Public Grand Opening																																							

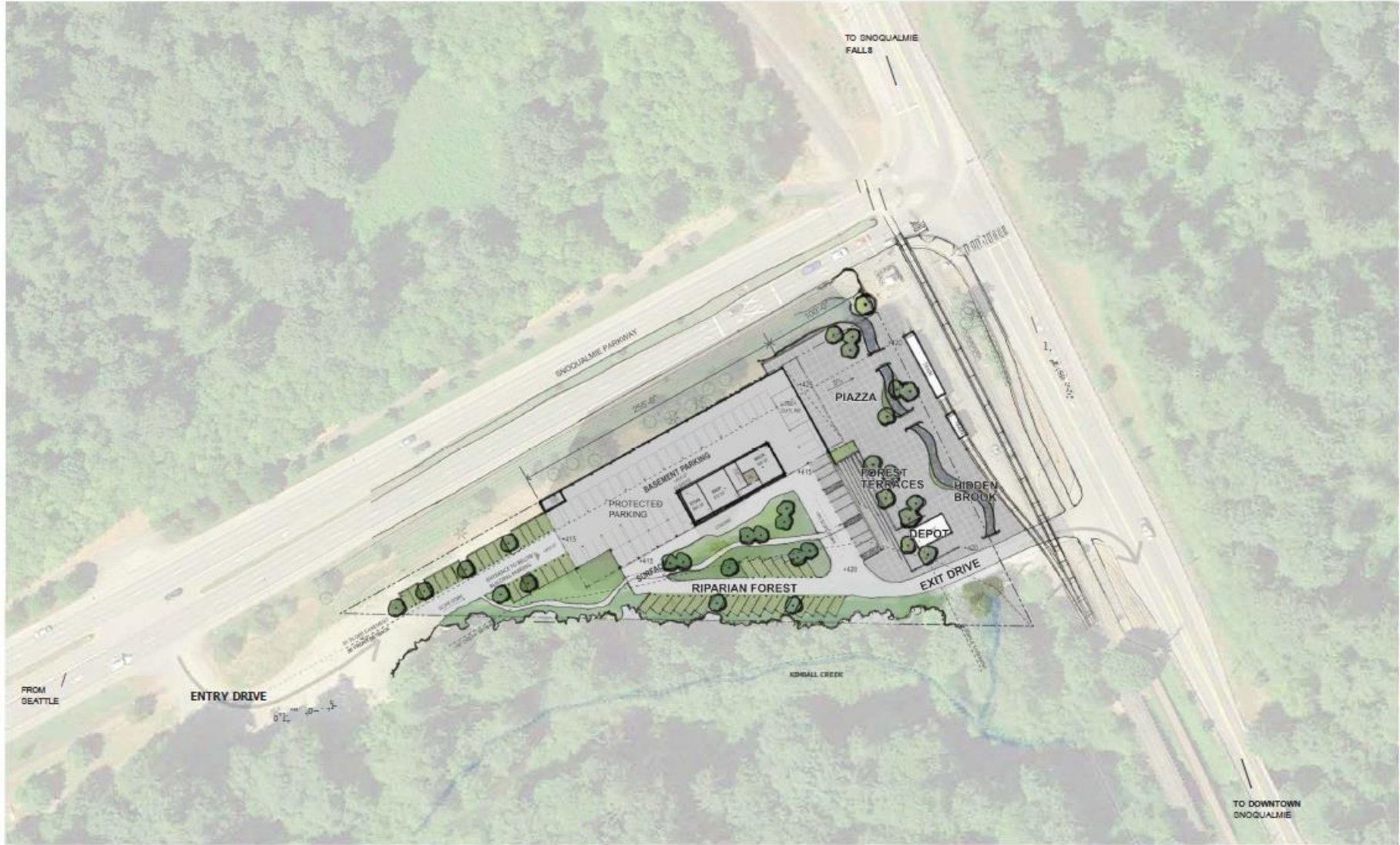
# EXHIBIT B Site Plan



SITE PLAN  
SCALE: 1/32" = 1'-0" @ B SHEET SIZE

**Olson Kundig**  
PACIFIC WEST RAIL MUSEUM  
JULY 10, 2023

1721

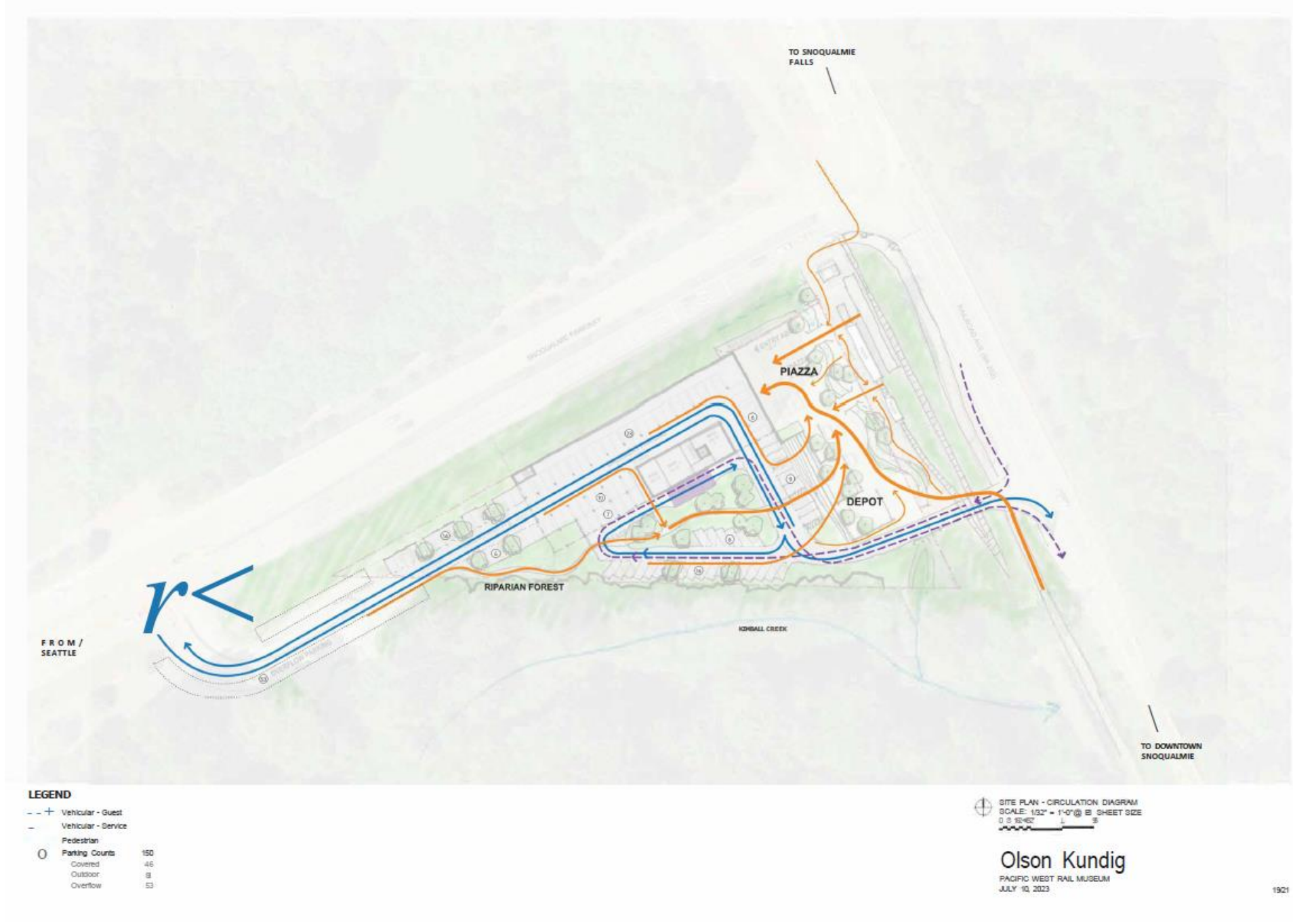


SITE PLAN  
SCALE: 1/2" = 1'-0" @ B SHEET SIZE

Olson Kundig  
PACIFIC WEST RAIL MUSEUM  
JULY 10, 2023

1921


Exhibit B-2





**LEGEND**

- > Event Pedestrian Circulation
- Stage
- Tent/South
- Food Trucks
- Seating - movable
- Seating - fixed

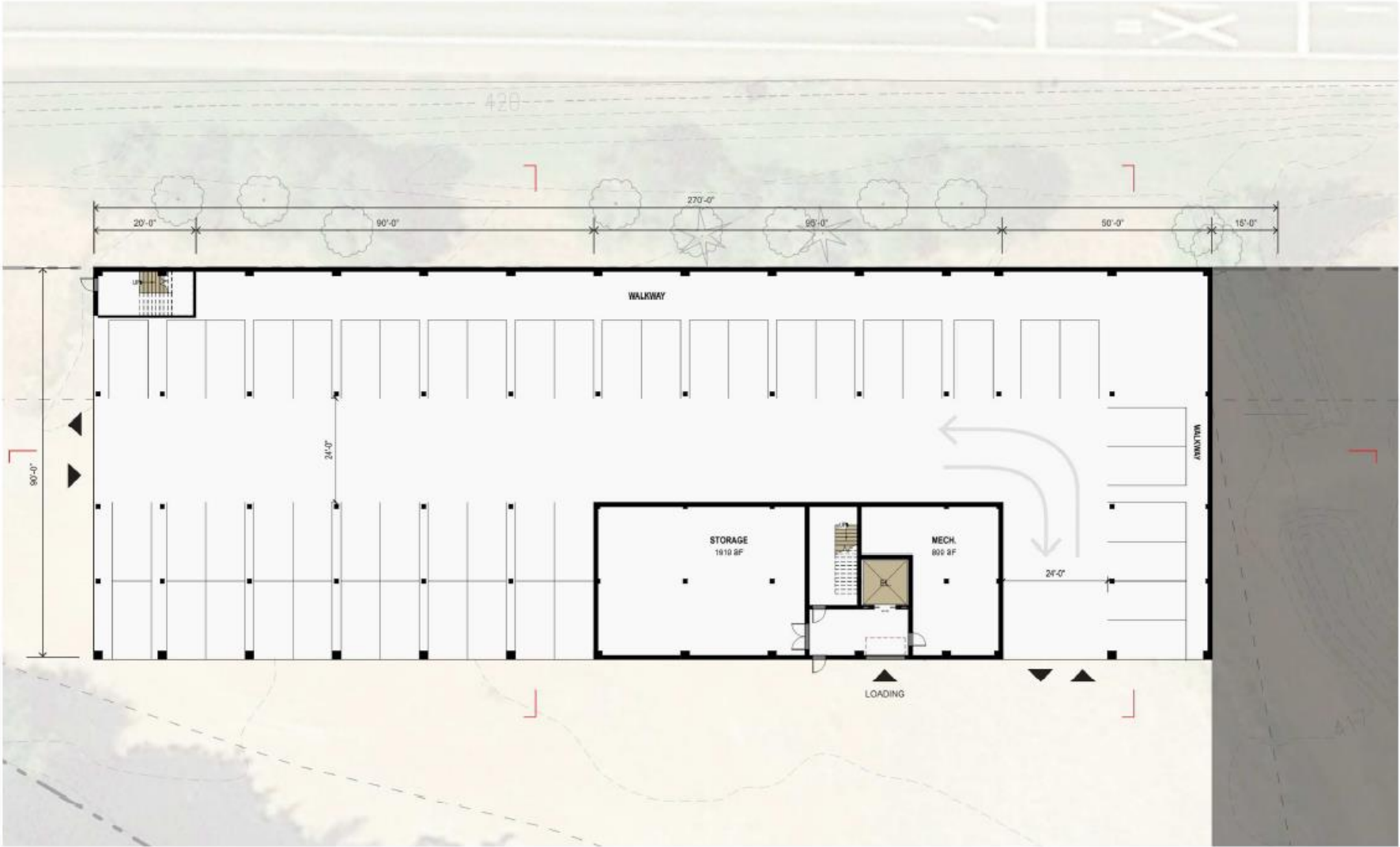

 SITE PLAN - EVENTS AND USE DIAGRAM  
 SCALE: 1/32" = 1'-0" @ E1 SHEET SIZE  
 1" = 10'

**Olson Kundig**  
 PACIFIC WEST RAIL MUSEUM  
 JULY 10, 2023

20/21

Exhibit B-4

EXHIBIT C  
Preliminary Project Design

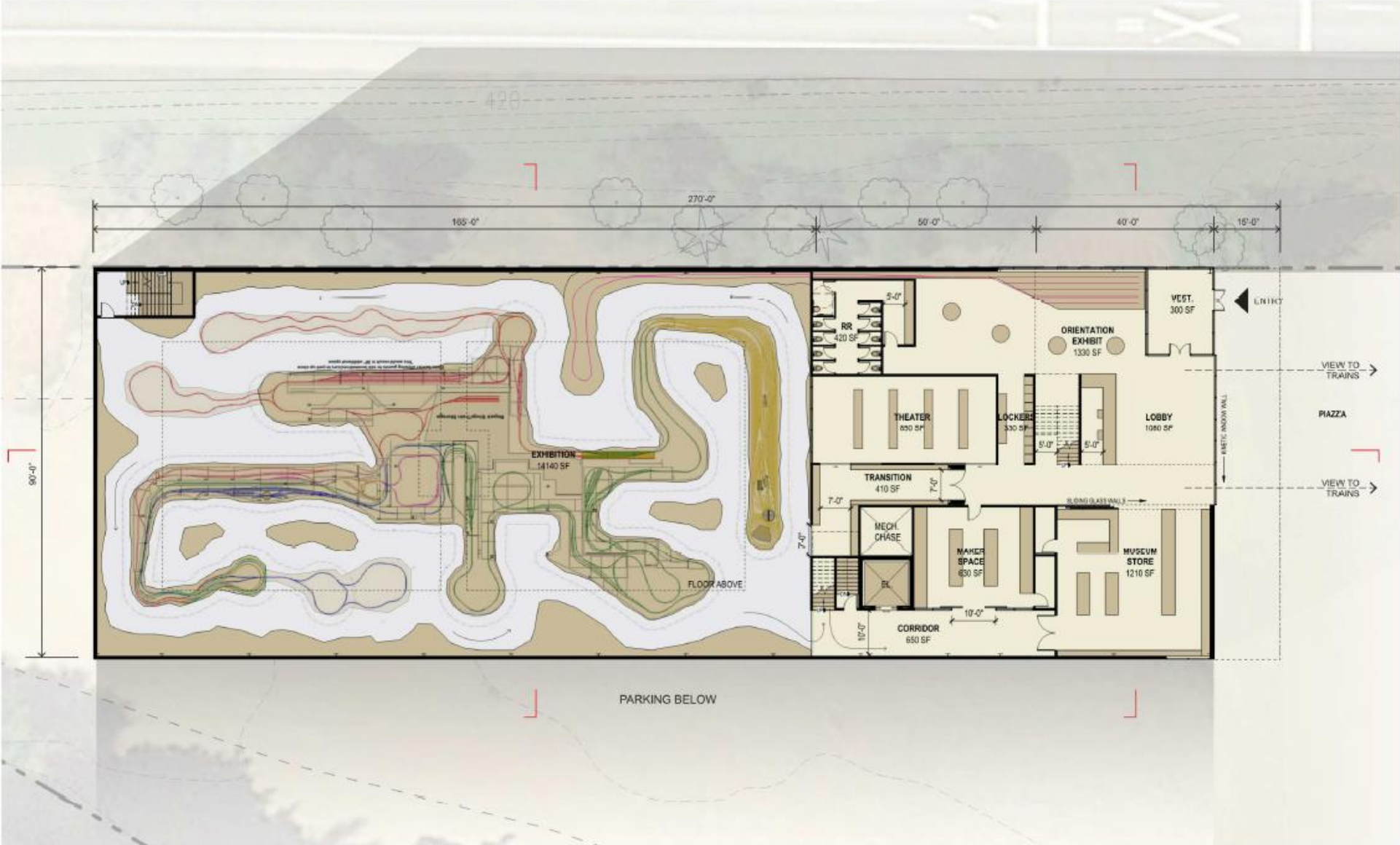


⊗ PARKING LEVEL PLAN  
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig  
PACIFIC WEST RAIL MUSEUM  
JULY 10, 2023

2242





MAIN LEVEL PLAN  
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig  
PACIFIC WEST RAIL MUSEUM  
JULY 10, 2023

2342

Exhibit C-2



SECOND LEVEL PLAN  
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig  
PACIFIC WEST RAIL MUSEUM  
JULY 10, 2023

2442



NORTH ELEVATION - FROM SNOQUALMIE PARKWAY



SOUTH ELEVATION - FROM PARKING LOT

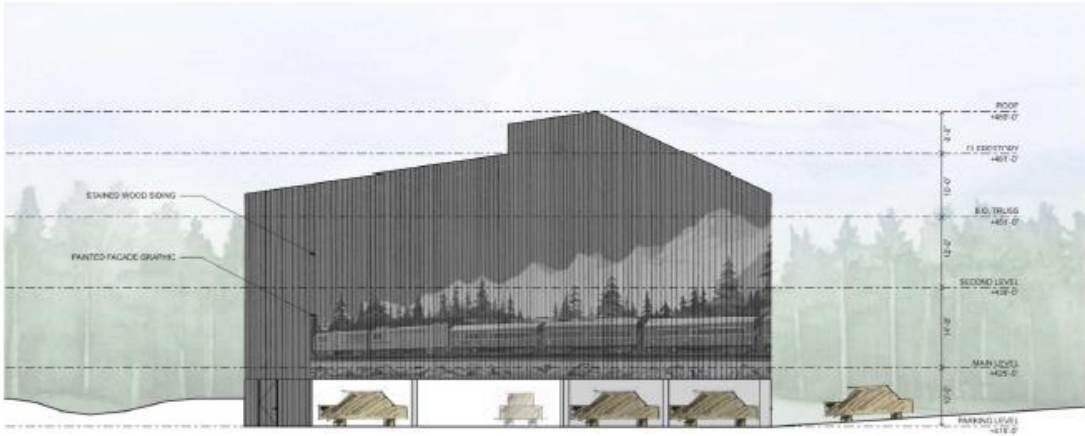
ELEVATIONS  
 SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig  
 PACIFIC WEST RAIL MUSEUM  
 JULY 10, 2023

2542



EAST ELEVATION



WEST ELEVATION

ELEVATIONS  
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE



Olson Kundig  
PACIFIC WEST RAIL MUSEUM  
JULY 10, 2023

26/42



SECTION E-W

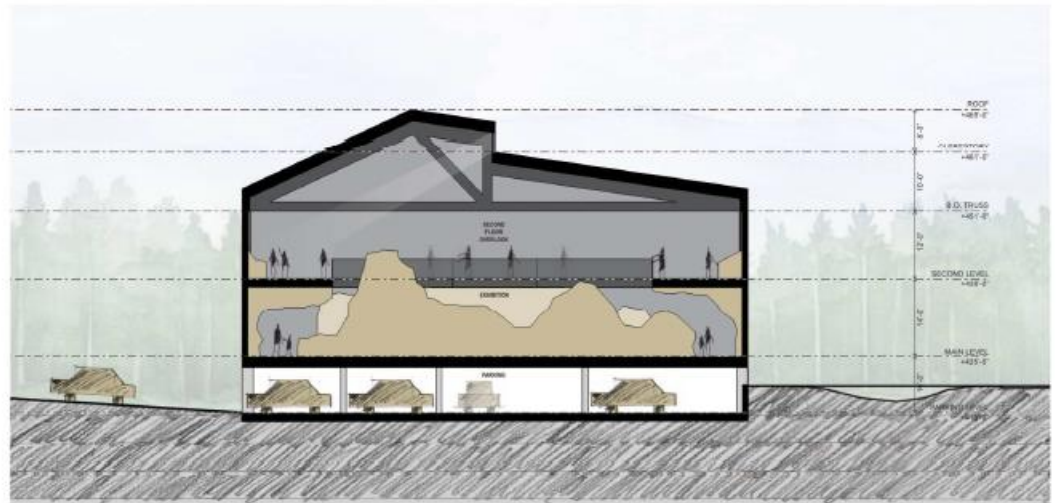
SECTION E-W  
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig  
PACIFIC WEST RAIL MUSEUM  
JULY 10, 2023

27/42



SECTION N-S - LOBBY



SECTION N-S - EXHIBITION

CROSS SECTIONS N-S  
SCALE: 1/8" = 1'-0" @ E1 SHEET SIZE

Olson Kundig  
PACIFIC WEST RAIL MUSEUM  
JULY 10, 2023

28/42

EXHIBIT D  
Preliminary Project Budget

Provided by Olson Kundig

**Building Hard Costs (Materials + Construction):**  
**\$20,810,000 - \$26,564,500**

**Building Soft Costs (Design Team + Consultants):**  
**\$2,185,050 - \$4,000,000**

**Exhibition Hard Costs (Materials + Fabrication):**  
**\$2,500,000 - \$3,890,000**

**Exhibition Soft Costs (Design Team + Consultants):**  
**Deferred**

**Exhibition Soft Costs (Design Team + Consultants):**  
**Deferred**

**Total:**  
**\$22,995,050 - \$30,564,500**

EXHIBIT E  
Fundraising Plan

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OVERVIEW OF PACIFIC WEST RAIL

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***Background***

Pacific West Rail began in 2007 as the Northwest Trunk Lines. Originally constructed in the basement of a private residence, this 3,700 square foot model railroad showcases re-creations of numerous scenic locations around the western United States and Canada. Designed and built with portability in mind, this miniature display has reached a level of completion, authenticity, and detail such that it deserves a new location as a public exhibit.

***Location***

In 2020 the Pacific West Rail team began searching in earnest for a new location to construct a purpose-built structure that would house an expanded and reconfigured version of the model railroad in a museum setting. The City of Snoqualmie quickly rose to the top of potential sites with enthusiastic government support, high tourist volumes, and complementary railroad-themed attractions. A high-visibility lot within Snoqualmie city limits was selected and a name change to Pacific West Rail occurred to help differentiate the new attraction.

***Team***

Several prominent advisors have been a part of the effort to transform Pacific West Rail into a unique and economically viable interpretive experience.

**Howard and Peggy Lovering** of Logic Inc. bring decades of experience in the museum sector with involvement in multiple large-scale projects including Seattle's Museum of Flight.

**Nicole Klein** with the ASUW Shell House has been a helpful guide in regard to working alongside local Indian Tribes.

**Kelly Coughlin** with the Snoqualmie Valley Chamber of Commerce has proven indispensable with her local connections and detailed knowledge of the Snoqualmie area.

**Tom Kundig, Edward Lalonde, Alan Maskin, and Michael Paraszczak** of Olson Kundig Architects bring their years of experience working on museum design. The firm's projects include The Tillamook Creamery, The Burke, Wagner Center at the Center for Wooden Boats, among many other distinguishable museums.



**Gerry Johnson** of Pacifica Law Group has been an invaluable resource. Gerry has an extensive history of working with nonprofits in the Seattle area. Gerry has provided counsel to some of the region's most impressive projects, including the initial development and expansion of the Seattle Art Museum, T-Mobile Park, Lumen Field and the Museum of Flight.

**Matt Hayes**, President and CEO at the Museum of Flight, has been instrumental in PWR understanding the operations within a museum and what it takes to run a successful museum.

**John Ferguson** of the Museum of Glass has been a champion of the project from the initial stages. John has been an eager participant in the project, offering his guidance through the ins and outs of the museum industry.

**Jack Anderson** is one of PWR's initial board members. Jack brings a keen design eye to the project. Jack founded Hornal Anderson, a top design company on the West Coast, and has been vital while working with Olson Kundig.

**John Hanson** is another of our initial board members. John is founder and head of KBC Advisors. A preeminent real estate advisory firm looking after most of Amazon's properties.

**Andy Eccleshall** is a brilliant mural artist that performed all of the mural artwork on PWR. Andy's work has been featured in a number of publications throughout the region. Andy is a valuable asset that will provide insight into the best methods of relocating the model railroad's mural.

**Lou Maxon** is a local Snoqualmie Valley resident. Lou's experience in branding has been showcased throughout some of the world's largest corporations. Lou has a strong passion for railroading and has offered his expertise as PWR moves forward.

**Bruce McCaw** has been a valuable resource, facilitating connections with many of these individuals as well as possible donors. Olson Kundig architects were hired to develop a building and site plan that would meet the unique requirements of the lot as well as cater to the wants and needs of the community.

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## FEASIBILITY

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### ***Economic Feasibility***

The Snoqualmie Valley plays host to millions of tourists who come to be closer to nature and enjoy the charming towns tucked within. Annually, over 2 million people visit Snoqualmie Falls alone, which is located one half mile from the proposed site of the Pacific West Rail museum. Based on projected revenues and expenses prepared by our consultants Logic Inc, the museum could be profitable if even 2% of this traffic

became paying customers. Break-even is forecast to be approximately 30,000 visitors, with a very reasonable target of 70,000 once established.

Construction of the Pacific West Rail museum stands to benefit the City of Snoqualmie as well. The Northwest Railway Museum, an existing focal point of the local tourist scene, estimates annual visitors at 130,000. We believe there will be significant crossover in audience that increases traffic to both museums. Additionally, the proposed location of the Pacific West Rail museum is a strategic link that can help draw visitors from Snoqualmie Falls into the historic downtown core, providing an economic boost to other local shops and eateries.

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## MUSEUM & CAMPUS

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### ***The Pacific West Rail Museum***

The design crafted by Olson Kundig is a two story structure elevated above flood level. A building footprint of 255' x 90' should provide approximately 35,000 square feet of interior space plus a 660 square foot covered balcony. This provides room for permanent and rotating exhibits, event and catering space, gift shop, theater, and a variety of educational and interpretive programming. Accommodations are also being made for a city-sponsored visitor center.

The 1.5 acre site is envisioned to become a community gathering place. Integrated natural features are meant to both anchor the site in the environment as well as provide function during heavy rain and flooding.

Pacific West Rail is committed to keeping development costs in the neighborhood of \$20 million and will work with Olson Kundig to achieve a final design that meets this budget. To ensure the best outcome, we will not begin construction until the full cost has been committed. In conjunction with the City of Snoqualmie, we hope to set an aggressive timeline and move as quickly as possible.

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## FUNDRAISING SOURCES

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### ***Individual & Charitable Gift Solicitation***

The fundraising strategy is driven by the importance of moving forward expeditiously. Fundraising will focus on high net worth individuals and charitable foundations with whom we can find an emotionally connected interest, and subsequently a discovered passion for PWR.

The campaign would inherently be a private placement offering, with a directed approach to potential supporters and institutions of substantial means. Following their

network of social and business connections would ideally lead others to ride on the same train as it were. Initial fundraising efforts will be focused on friends and colleagues, followed by connections that are developed through these initial pledgers.

Efforts will be focused on those with a latent interest in railroads, Western American history, and the ancestral and cultural evolution of America, as well as an innate curiosity and fascination with imaginary models and experiences, living museum exhibits, and sub-scale realities contrasted with a scene's real life counterpart.

The model railroad has a significant impact on visitors, one that isn't fully appreciated until seen with one's own eyes. Guests of all ages and interests are stunned and temporarily blown away by what they see. These are not just individuals interested in trains, but in fact a wide spectrum of people from all walks of life, who by having been dropped into an imaginary world, momentarily get lost in it. One common theme is the emotional reconnection with feelings of childhood, fueled by endless imagination.

An invite would be extended to potential supporters and investors to immerse themselves in the model railroad, in which we believe would supercharge any curiosity and interest they may have started with. The miniature world of trains and scenery is extremely impressive and quite unforgettable, an experience that is impossible to comprehend until one sees it, and offers a shining example of what the PWR museum will become.

In these early stages, we would look for commitments to funding, and not accept financial contributions until substantially all the funds necessary to complete the design, construction, and exhibit installation of the museum have been assured. We intend to complete this effort within two years if we are going to be successful.

### **Government Grants**

City, County and State government is not to be overlooked. PWRF will utilize connections facilitated through the Snoqualmie Valley Chamber of Commerce, as well as other regional connections to acquire grants through all levels of government.

### **City of Snoqualmie:**

PWR will explore potential grant money that could be available to the city. This money could provide assistance with site preparation, drainage, utilities, and parking to help reduce the cost of construction and operations.

### **King County:**

The county is a potential source of capital funding. Grants from nonprofits such as 4Culture will be accessed. The Northwest Railway Museum, also located within the City of Snoqualmie, has greatly benefited from grants provided by 4Culture. We believe pursuing a grant for \$2 to \$3 million is reasonable.

**State of Washington:**

The state, in two-year cycles, includes capital grants for cultural facilities. PWR will begin the solicitation process to apply for these grants. Starting with State Representatives for the area, along with the assistance of the City of Snoqualmie and local business representatives.

We believe our case for grants is strong, as the economic impact to the area is significant. Our economic impact survey estimates \$250k in local taxes will be generated annually from tourism, more than twice that to the state. The impact is estimated at an additional \$5 million in earnings, creating many jobs. For construction alone, the state taxes are \$700k, and earnings are \$21 million regionally. This provides a great case for support from City, County and State Government. We believe a target request of \$3 to \$5 million is appropriate, with the understanding that this money will take years to receive, but will look for a commitment as soon as possible.

**Corporations**

The corporations most likely to support Pacific West Rail are those in the rail and transportation sector. That said, the region is home to numerous fortune 500 companies that look to give back to their community.

**Online Campaign**

Some of today's largest contributions for non-profits can be found in the form of online fundraising. PWR could harness the power of the internet and social media to gain attention and source donations. Online campaigns featuring updates provided in the form of photos, videos and blog articles could keep donors engaged throughout the project, showcasing how their contributions are being utilized.

GROUND LEASE

by and between

CITY OF SNOQUALMIE,  
a Washington municipal corporation  
(as Landlord)

and

PACIFIC WEST RAIL FOUNDATION,  
a Washington nonprofit corporation  
(as Tenant)

\_\_\_\_\_, 2023

## GROUND LEASE

THIS GROUND LEASE (this “Lease”) is made and entered into as of \_\_\_\_\_, 2023, by and between the City of Snoqualmie, a Washington municipal corporation (the “Landlord”) and Pacific West Rail Foundation, a Washington nonprofit corporation (the “Tenant”).

### RECITALS

**A.** WHEREAS, Landlord is the owner of that certain unimproved parcel of real property located in the City of Snoqualmie, King County, Washington legally described on Exhibit A hereto, together with all appurtenances, rights and privileges now belonging or appertaining thereto (the “Land”); and

**B.** WHEREAS, the Pacific West Rail (“PWR”) is a model railroad layout that depicts fourteen different locations across the western United States within the timeframe of the early 1900’s to the late 1960s. Its layout was created by the country’s preeminent model rail designer and reflects actual locations accurately modeled with the highest degree of realism, with sound and lighting for different times of day and night and topography finished with materials from each of the locations. The collection includes 100 engines, 125 passenger cars and 550 freight cars running on one half-mile of tracks though miniature dioramas set in these recognizable locations throughout the West. Some ten (10) major railroad lines are represented within the areas that they serve or served. The system is controlled by a command center using highly sophisticated software that runs the trains autonomously for hours with programming. Three full-time staff are employed to maintain and operate the model, and

**C.** WHEREAS, PWR’s founder and original owner, local resident and entrepreneur Peter Hambling (“Hambling”), always has intended to share the PWR with the public in a suitable venue in an appropriate location; and

**D.** WHEREAS, Hambling has formed Tenant to which he intends to donate the PWR in its entirety pursuant to the Gift Agreement (defined below); and

**E.** WHEREAS, the Landlord enjoys a rich railroad history and also is the home to the legacy Snoqualmie Valley Railroad (“SVR”); and

**F.** WHEREAS, the City has expressed a keen interest in providing land for the construction of the Museum (defined below) adjacent to tracks of the SVR, enabling real-time comparison between the actual and the model; and

**G.** WHEREAS, the PWRF has indicated that it intends that its museum would, ideally in close and respectful collaboration with the Snoqualmie Tribe if it is located in Snoqualmie, suitably convey the deleterious impact the extension of the transcontinental railroads had on Tribal Nations and Indigenous People across the Western United States. Toward that end it expects that museum exhibitry will include candid, informative and respectful explanations, based on information available to the museum, of that impact in order that the public may begin to comprehend this dimension of the arrival of the railroads in the Puget Sound region; and

**H.** WHEREAS, Tenant is willing to construct a railroad museum, to be known as the Pacific West Rail Museum (“Museum”) pursuant to the Development Agreement (defined below) featuring the PWR and to operate the Museum on the Land pursuant to the terms and conditions set forth in this Lease on the express condition that Landlord enter into a long-term lease of the Land on the terms and conditions set forth herein; and

**I.** WHEREAS, Landlord believes it serves an important public function and provides a substantial public benefit to have a vibrant and successful Museum on the Land and is willing to enter into a long-term lease of the Land on the express condition that Tenant operates the Museum on the Land during the Term of this Lease on the terms and conditions set forth below; and

**J.** WHEREAS, Landlord and Tenant are parties to that certain Development Agreement dated of even date herewith (as hereafter amended, the “Development Agreement”), pursuant to which Tenant shall construct the

Museum on the Land; and

**K.** WHEREAS, The Land and the Improvements (defined below), together with any and all buildings, structures, systems, facilities and fixtures currently located and to be located within the Land pursuant to this Lease, as well as all easements and other appurtenant rights, are referred to collectively as the “Premises”; and

**L.** WHEREAS, The parties have agreed that this Lease will facilitate the establishment and operation of the Museum. Thus the parties are entering into this Lease for the Land on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

**AGREEMENT**

**ARTICLE 1. EFFECTIVE DATE; INCORPORATION OF DOCUMENTS; DEFINED TERMS.**

**Section 1.1** **Effective Date.** This Lease is conditioned upon and will be effective upon the date when the following conditions are satisfied: (a) the City Council of Landlord (“City Council”) has authorized this Lease; (b) this Lease is executed by authorized representatives of Landlord and Tenant, (c) the Development Agreement is executed by authorized representatives of Landlord and Tenant, and (d) the Gift Agreement (defined below) is executed by all parties thereto.

**Section 1.2** **Incorporation of Documents and Materials.** The following documents and materials are attached as exhibits to this Lease and by this reference are incorporated into this Lease:

- Exhibit A: Land
- Exhibit B: Permitted Exceptions
- Exhibit C: Public Benefits

**Section 1.3** **Defined Terms.** The above Recitals are hereby incorporated by this reference. In addition to the defined terms set forth above in the Recitals to this Lease, the following defined terms used herein shall have the meanings specified below:

“Additional Rent” has the meaning set forth in Section 3.2.

“Alterations” means any additional improvements, alterations, remodeling, or reconstruction of or to the Improvements by Tenant.

“Affiliate” means (a) the legal representative, successor or assignee of, or any trustee of a trust for the benefit of, Tenant; (b) any entity of which a majority of the voting or economic interest is owned, directly or indirectly, by Tenant or one or more of the persons referred to in the preceding clause; (c) any entity in which Tenant or a person referred to in the preceding clauses is a controlling stockholder, controlling partner or controlling member (directly or indirectly); (d) any person or entity which is an officer, director, trustee, controlling stockholder, controlling partner or controlling member (directly or indirectly) of Tenant or of any person or entity referred to in the preceding clauses; or (e) any person or entity directly or indirectly controlling, controlled by or under common control with, Tenant or any person or entity referred to in any of the preceding clauses. For purposes of this definition, “control” means owning directly or indirectly fifty percent (50%) or more of the beneficial interest in such entity or the direct or indirect power to control the management policies of such person or entity, whether through ownership, by contract or otherwise.

“Base Rent” has the meaning set forth in Section 3.2.

“Casualty Termination Date” has the meaning set forth in Section 8.1.

“Casualty Termination Notice” has the meaning set forth in Section 8.1.

“City Council” has the meaning set forth in the Recitals

“City Events” has the meaning set forth in Exhibit C.

“Claims” has the meaning set forth in Section 4.1.

“Closing” has the meaning set forth in Section 14.20.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law.

“Commencement Date” means the date that construction of the Improvements commences after delivery of the Notice to Proceed (as defined in the Development Agreement) pursuant to the Development Agreement.

“Development Agreement” has the meaning set forth in the Recitals.

“Environmental Laws” means the Hazardous Materials Transportation Act, 49 U.S.C. § 1501 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 9601 et seq., and/or the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., and/or the Occupational Safety and Health Act, the Clean Air Act, the Clean Water Act, 33 U.S.C. § 1251, et seq., the Safe Drinking Water Control Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992, each as amended from time to time and any other federal, state, or local statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgment, order, writ, judicial decision, common law rule, decree, agency interpretation, injunction or other authorization or requirement whenever promulgated, issued, or modified, including the requirement to register underground storage tanks, relating to:

- (i) emissions, discharges, spills, releases, or threatened release of pollutants, contaminants, Hazardous Substances (as hereinafter defined), materials containing Hazardous Substances, or hazardous or toxic materials or wastes into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, septic systems or onto land; or
- (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Substances, materials containing Hazardous Substances or hazardous and/or toxic wastes, material, products, or by-products (or of equipment or apparatus containing Hazardous Substances).

“Event of Default” has the meaning set forth in Section 13.1.

“Exhibit Insurance” has the meaning set forth in Section 4.3.

“Force Majeure” means any (i) strikes, lockouts, or labor disputes; (ii) failure of power or other utilities; (iii) inability to obtain labor or materials or reasonable substitutes therefor; (iv) war, governmental action, court order, condemnation, civil unrest, riot, fire or other casualty; (v) extreme or unusual weather conditions, acts of God or unforeseen soil conditions; (vi) governmental orders or actions in connection to public health emergencies including, without limitation, pandemics, or (vii) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform (except for financial inability).

“Gift Agreement” means that certain Contingent Gift Agreement by and among Tenant, Hambling, and Lorrie Hambling dated on or about the date hereof and pursuant to which Tenant will receive the PWR.

“Hazardous Substance” means (i) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any applicable Environmental Laws, (ii) petroleum and petroleum products including



crude oil and any fractions thereof, (iii) natural gas, synthetic gas, and any mixtures thereof, (iv) asbestos and/or any material which contains any hydrated mineral silicate, including but not limited to chrysotile, amosite, crocidolite, tremolite, anthophyllite, and/or actinolite, whether friable or non-friable, (v) polychlorinated biphenyls (“PCBs”), or PCB-containing materials or fluids, (vi) radon, (vii) lead-based paint, (viii) underground storage tanks; (ix) any other hazardous, radioactive, toxic, or noxious substance, materials, pollutant, or solid, liquid or gaseous waste, and (x) any substance with respect to which a federal, state or local agency requires environmental investigation, monitoring, or remediation.

“Improvements” means the Museum and all Alterations, together with any and all buildings, structures, systems, facilities and fixtures to be located within the Land pursuant to this Lease.

“Improvements Insurance” has the meaning set forth in Section 4.3.

“Land” has the meaning set forth in the Recitals.

“Lease” has the meaning set forth in the introductory paragraph.

“Lease Payment” has the meaning set forth in Section 3.2.

“Lease Year” means, in the case of the first lease year, the period from the Commencement Date through December 31<sup>st</sup> of the year which includes the Commencement Date; thereafter, each successive twelve-calendar-month period following the expiration of the first lease year of the Term; except that in the event of the termination of this Lease on any day other than the last day of the last Lease Year then such Lease Year shall be the period commencing with the day following the end of the preceding Lease Year through and including the date of termination.

“Leasehold Interest” means the interest of Tenant as owner of the Improvements and as tenant in the Land granted by this Lease.

“Leasehold Mortgage” has the meaning set forth in Section 14.1.

“Legal Requirements” means all laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities and the appropriate officers, departments, and boards thereof applicable to the Premises.

“Major Destruction” has the meaning set forth in Section 8.1.

“Museum” has the meaning set forth in the Recitals.

“Museum Property” means the PWR and other any fixtures, display cases, exhibits, art, artifacts, or the Museum collections located in or used in connection with the Museum.

“New Lease” has the meaning set forth in Section 14.8.

“New Lease Notice” has the meaning set forth in Section 14.8.

“Operating Expenses” means all expenses for maintaining, operating and repairing the Premises, including, but not limited to, management fees and expenses; any applicable insurance premiums, covering hazards, casualties, liability, and potential losses; license, permit, inspection and occupancy fees; Tenant's accountant's fees and legal fees; materials and supplies, including charges for telephone, fax, computers, postage and supplies; repairs, maintenance and replacements respecting the Premises, including costs of materials, supplies, tools and equipment used in connection therewith; costs incurred in connection with the operation, maintenance, repair, replacing, inspection and servicing (including maintenance contracts) of electrical, plumbing, heating, air conditioning and mechanical equipment and the cost of materials, supplies, tools and equipment used in connection therewith; cost of services including heat, air conditioning, electricity, gas, water and sewer, common area expenses, and other utilities;

and all other expenses and costs necessary or desirable to be incurred for the purpose of operating and maintaining the Premises, whether or not similar to the foregoing.

“Opening Date” has the meaning set forth in Section 3.3.

“Operating Hours” means at least Wednesday – Monday, 10:00am- 6:00pm, excepting Christmas Day, New Year’s Day, Thanksgiving, Independence Day and up to three (3) other holidays (recognized at the state or federal level) as determined by Tenant.

“Permitted Exceptions” has the meaning set forth in Section 2.1.

“Permitted Transfer” has the meaning set forth in Section 12.2.

“Person” means an individual or entity, including, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, cooperative, or association and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so requires.

“Premises” has the meaning set forth in the Recitals.

“Public Benefits” has the meanings set forth in Section 3.4.

“PWR” means has the meaning set forth in the Recitals.

“Taxes” has the meaning set forth in Section 3.8.

“Tax Exemption” has the meaning set forth in Section 3.8.

“Term” has the meaning set forth in Section 2.2.

“Transfer” has the meaning set forth in Section 12.1.

“Utility Charges” has the meaning set forth in Section 3.9.

## ARTICLE 2. PREMISES, TERM AND DELIVERY

**Section 2.1** **Premises.** For and in consideration of Tenant’s covenant to pay the rental and other sums for which provision is made in this Lease, and the performance of the other obligations of Tenant hereunder, Landlord leases to Tenant and Tenant leases from Landlord, the Land, together with all rights of Landlord, if any, appurtenant to the Land and all rights in and to the streets adjacent to the Land (excluding any reversionary rights in and to streets or rights-of-way which may subsequently be vacated or abandoned), and together with all existing rights of air, light and view, and all of Landlord’s interest in all intangible personal property now or hereafter owned by Landlord or in which Landlord otherwise has an interest and used in connection with or related to the Land or any part thereof, including, without limitation, claims (other than as related to occurrences prior to the date hereof), choses in action, licenses, permits, warranties, guaranties, approvals (governmental or otherwise), development rights, and certificates of occupancy, subject to the matters set forth on Exhibit B attached hereto and incorporated herein (“Permitted Exceptions”). Not included herein are any mineral rights, water rights or any other right to excavate or withdraw minerals, gas, oil or other material except as specifically granted herein.

**Section 2.2** **Term.** This Lease shall commence upon the Commencement Date and expire on the date that is Six Hundred (600) full calendar months following the Commencement Date (the “Term”), unless sooner terminated as provided for herein.

**Section 2.3** **Termination of Development Agreement.** The parties acknowledge and agree that the Development Agreement contains certain termination rights and that in the event the Development Agreement is terminated this Agreement shall terminate concurrently.

**Section 2.4 Delivery.** Landlord shall deliver possession of the Premises to Tenant on the Commencement Date, in the condition described in Section 3.2.2(a) of the Development Agreement. Except as specifically required in the Development Agreement or in this Lease, Landlord has no obligation to contribute to the cost of the Premises, nor shall Landlord be obligated to perform any construction or make any improvements in connection with the Premises, except as may be expressly provided in this Lease.

**Section 2.5 Quiet Enjoyment.** Landlord covenants and warrants that Tenant, upon payment of all sums herein provided and upon performance and observance of all of its covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Premises during the Term, free from hindrance by Landlord or any person claiming by, through or under Landlord, and subject only to the provisions of all applicable Legal Requirements.

**ARTICLE 3. CONSIDERATION; PUBLIC BENEFIT AND EXPENSE ALLOCATION**

**Section 3.1 Consideration.** During the Term, as consideration for this Lease, Tenant shall at its expense (i) undertake construction of the Museum and the construction and installation of Museum Property, (ii) maintain and operate the Museum as open to the public and in a condition suitable for Museum purposes, and (iii) permit the City Events, all as further provided below. The parties agree that, other than the Base Rent, there is no monetary consideration or monetary rent that is owed by Tenant to Landlord hereunder. Rather, the consideration for this Lease consists of the construction, maintenance, and operation of the Premises at the expense of Tenant as provided herein and the duties and obligations to be undertaken by Tenant set forth in this Section 3.1 and as further detailed in Sections 3.2 through 3.10 below.

**Section 3.2 Base Rent; Additional Rent.** Commencing on the Commencement Date, Tenant shall pay an annual base rent (hereinafter referred to as "Base Rent") to Landlord in the amount of One Dollar (\$1.00) per year, payable in advance on the first day of the Lease Year without any prior demand and without any deduction or offset whatsoever. During the Term, all charges, costs and expenses due and owing shall constitute additional rent hereunder (the "Additional Rent"), even though not necessarily payable to Landlord, and upon the failure of Tenant to pay any of such Additional Rent in accordance with the terms of this Lease, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to make any other Lease Payment (subject to Tenant's right to cure such failure upon receipt of written notice from Landlord as set forth in Section 13.1(a) of this Lease).

Base Rent and all Additional Rent and other amounts becoming due from Tenant to Landlord hereunder (hereinafter collectively referred to as the "Lease Payment") shall be paid in lawful money of the United States to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant. Lease Payments not paid within ten (10) calendar days from the date when due shall bear interest from the date due until paid at the annual rate of eight percent (8%) per annum.

**Section 3.3 Construction; Repairs.** Tenant shall construct the Museum as provided in the Development Agreement. From and after the date the Museum is placed in service, the relocation of the PWR to the Museum, and the opening of the Museum to the public ("Opening Date"), Tenant shall ensure that the Museum Property is maintained in good operating condition and state of repair and in a condition suitable for the Public Benefits to be provided, subject to the terms and conditions of this Lease. During the Term, except as otherwise provided in this Lease, Tenant shall, at its own cost and expense and without any cost or expense to Landlord, keep and maintain the Premises and all Improvements and appurtenant facilities, including without limitation the structural components, roof, fixtures, and building systems of the Improvements, grounds, groundwater, stormwater facilities, soil, parking and landscaped areas, in a first-class condition. Tenant shall promptly make all repairs, replacements and Alterations (whether structural or nonstructural, foreseen or unforeseen, or ordinary or extraordinary) necessary to maintain the Premises and the Improvements in a first-class condition and in compliance with all Legal Requirements and to avoid any structural damage or injury to the Premises, the Improvements, or any persons in or around the Premises.

**Section 3.4 Public Benefits.** A central element of this Lease is the identification of and Tenant's commitment to the ongoing provision of certain public benefits as described herein. In fulfillment of Tenant's commitment, from and after the Opening Date, Tenant shall, subject to casualty, Force Majeure and any renovations, operate or cause to be operated the Museum and shall perform or ensure the provision of certain "Public Benefits" identified in Exhibit C during the Term of this Lease, all at no cost to Landlord.

**Section 3.5**      **Museum Operations.** As part of the Public Benefits, the Museum will be open to the public only during regular hours of operation as determined by Tenant but consistent with the requirements of Exhibit C. Tenant may restrict access to the Museum as necessary for security purposes. Tenant may close portions of the Museum to the public for offices, ancillary services, installation or repairs, as Tenant deems necessary or desirable from time to time. Tenant may use any portion of the Museum for its purposes when the Museum is not open to the general public. Nothing herein shall limit Tenant's ability to regulate use of the café (if any), restrooms, or other facilities consistent with Museum security needs or to address unruly or inappropriate behavior.

**Section 3.6**      **Intentionally Deleted.**

**Section 3.7**      **Operating Expenses Generally.** Throughout the Term, either pursuant to this Lease or separately, Tenant covenants and agrees to pay all Taxes (as defined below) (if any), Utility Charges, liens for work provided to or on behalf of Tenant, insurance, and all other Operating Expenses, if any, which are due and payable during the Term hereof. Tenant will furnish to Landlord, upon request, a proof of payment of all items referred to in this Section 3.7, including, without limitation, proof of payment of any Taxes and proof of payment of insurance premiums promptly after demand therefor.

**Section 3.8**      **Taxes.** Throughout the Term, Tenant shall pay or cause to be paid, directly to the authority charged with the collection thereof, any Taxes, personal property taxes, betterment assessments, and all other impositions, ordinary and extraordinary, general and special, of every kind and nature whatsoever, as well as any payments in lieu of taxes, which may be levied, assessed, charged or imposed during the Term of this Lease (prorated for any tax or installment period partially included in the Term) upon the Premises or any part thereof, or upon any improvements at any time situated thereon (such taxes, payments and installments of assessments being hereinafter together referred to as "Taxes"), all such payments to be made not less than five (5) calendar days prior to the last date on which the same may be paid without interest or penalty. Landlord agrees to send promptly to Tenant copies of any notices in respect of any such Taxes.

Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant intends to seek an exemption for the Premises (or as much thereof as possible) from all Taxes (the "Tax Exemption") and Landlord shall reasonably cooperate with Tenant's pursuit of the Tax Exemption.

**Section 3.9**      **Utilities.** Throughout the Term, Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to Tenant in connection with the Premises ("Utility Charges") and shall not contract for the same in Landlord's name without the written consent of Landlord.

**Section 3.10**      **Other.** Tenant covenants to pay and discharge, when the same shall become due, all other amounts, liabilities and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof and which payment Tenant has failed to make when due.

**ARTICLE 4. INDEMNITY, INSURANCE AND LIMITATION OF LIABILITY**

**Section 4.1**      **Indemnification.**

To the fullest extent permitted by law, Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, agents, employees and elected officials from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (collectively, "Claims") (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorneys' fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Landlord, its employees, agents, officials, members, or other persons serving in an advisory capacity to any of them or against the Premises or any portion thereof, arising from: (i) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Premises, in each case arising out of the use, possession, ownership, condition or occupation of the Premises or any part thereof (but not of any other property) from and after the Commencement Date by Tenant, its employees, agents, or members or invitees of any of

them, or (ii) violation by Tenant, its employees, agents, or members, or invitees of any of them, of any Environmental Law affecting the Premises or any part thereof or the ownership, occupancy or use thereof from and after the Commencement Date; provided, however, that notwithstanding the foregoing, Tenant shall not have any liability to Landlord for any loss or damage arising out of acts of Landlord or persons under the control or direction of Landlord or out of any release or threat of release of Hazardous Substances for which Landlord is responsible under this Lease. Landlord shall give Tenant prompt and timely written notice of any claim made or suit instituted against it or any other party of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to this Section 4.1. The obligations of Tenant under this Section 4.1 shall survive the Term. The foregoing indemnification shall not be construed as creating any rights in or conferring any rights to any third parties.

To the fullest extent permitted by law and subject to the waiver of recovery and subrogation in Section 4.5, Landlord shall indemnify, pay the defense costs of and hold harmless Tenant and its officers, directors, trustees, agents, employees, contractors and licensees from Claims for damages, costs, personal injury, death or for loss or damage to property that arise out of or relate to the negligence or willful misconduct of Landlord in connection with the Premises or this Lease. This indemnity does not apply: (i) to Claims to the extent they are caused by the acts or omissions or misconduct of Tenant, including its officers, directors, trustees, agents, employees, contractors, affiliates and licensees; or (ii) to damages, claims, suits, actions or liabilities waived under Section 4.6.

Landlord and Tenant agree that the foregoing indemnities specifically include, without limitation, Claims brought by either party's employees against the other party. THE FOREGOING INDEMNITIES ARE EXPRESSLY INTENDED TO CONSTITUTE A WAIVER OF EACH PARTY'S IMMUNITY UNDER WASHINGTON'S INDUSTRIAL INSURANCE ACT, RCW TITLE 51, TO THE EXTENT NECESSARY TO PROVIDE THE OTHER PARTY OR PARTIES WITH A FULL AND COMPLETE INDEMNITY FROM CLAIMS MADE BY EACH PARTY AND ITS EMPLOYEES, TO THE EXTENT OF THEIR NEGLIGENCE. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

**Section 4.2** Tenant's Liability Insurance. Tenant, at its expense, shall purchase and keep in force during the Term Commercial General Liability insurance with limits of not less than Five Million and 00/100 Dollars (\$5,000,000.00) combined single limit each occurrence, covering bodily injury to persons, including death, and damage to property. Such insurance shall provide coverage for Tenant's premises and operations and contractual liability assumed in Section 4.1. Tenant shall cause its Commercial General Liability insurer to name Landlord as an additional insured under such insurance using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage, and such policy shall contain a severability of interests provision, a provision that the insurance provided to Landlord as an additional insured shall be primary to and not contributory with insurance maintained by Landlord, and a provision that an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other named and additional insureds.

**Section 4.3** Premises Property Insurance. Throughout the Term of this Lease, Tenant shall maintain (a) a standard form property insurance policy insuring the Improvements (excluding the Museum Property) against all risks of physical loss or damage (including earthquake and flood) ("Improvements Insurance") and (b) a standard form property insurance policy insuring the Museum Property against all risks of physical loss or damage (including earthquake and flood) ("Exhibit Insurance"). The Improvements Insurance required under this Section 4.3 shall provide coverage in an amount not less than one hundred percent (100%) of the replacement cost of the Improvements with a commercially reasonable deductible or self-insured retention, provided, however, the amounts of such Improvements Insurance coverages for earthquake, flood and other natural disaster coverages may be reduced to percentages of replacement cost that reflect Tenant's probable maximum loss assessment and the availability of such insurances on commercially reasonable terms consistent with Tenant's financial capacity as reasonably determined by Tenant to be appropriate within the constraints of a self-sustaining budget. Similarly, the amount of the Exhibit Insurance coverage required under this Section 4.3 also shall be determined by Tenant based on its reasonable determination of a practical replacement value of the Museum Property and the availability of any such insurance on commercially reasonable terms consistent with Tenant's financial capacity as reasonably determined by Tenant to be appropriate within the constraints of a self-sustaining budget.

**Section 4.4** **General Insurance Requirements.** All of the insurance policies required to be maintained under Sections 4.2 – 4.3 shall: (i) be issued by insurance companies authorized to do business in the State of Washington and having an A.M. Best's rating of not less than A- VII, unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers); (ii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation, non-renewal or change in the coverage, scope or amount of any policy; and (iii) be written as primary policies, not contributing with and not supplemental to the coverage that other party may carry. Certificates of insurance evidencing that the insurance required under this section is in effect shall be delivered to Landlord before any entry on the Premises by Tenant, and shall be kept current throughout the Term. Such certificate shall reflect the status of Landlord as additional insured (as to the insurance under Section 4.2), and shall provide for at least thirty (30) days advance notice to Landlord in the event of cancellation. Landlord and Tenant shall assist and cooperate with any insurance company in the adjustment or litigation of all insurance claims arising under the insurance required by this Article.

**Section 4.5** **Waiver of Recovery and Subrogation.** Landlord and Tenant release and relieve the other from any liability they might otherwise have and waive their entire right of recovery for loss or damage to property located within or constituting a part or all of the Premises to the extent that the loss or damage either (i) is actually covered by the injured party's property insurance, or (ii) if the injured party failed to maintain insurance as required herein, would have been covered by the property insurance the injured party is required to carry under this Article 4, whichever is greater. This waiver applies regardless of the cause or origin of the claim including without limitation loss due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, council members, employees, agents, contractors, invitees, Tenant's assignees or subtenants. The parties shall have their property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable, and provided further, that the failure to obtain such endorsement, when required, shall not impair the effectiveness of this waiver and/or release between Landlord and Tenant.

**Section 4.6** **Limitation of Tenant's Liability.** In no event shall Landlord, its successors or assigns, have any recourse whatsoever for any damages payable, obligations assumed or indemnifications proffered by Tenant under this Lease to (i) the Museum Property, any endowment, archives or other property of Tenant; (ii) funds and pledges of funds raised by Tenant for the Premises or operation of the Museum; (iii) proceeds, rents or other income derived, arising from or attributable to the Museum, excluding insurance or condemnation proceeds; or (iv) any claims for relief related to the Premises, including claims arising under the insurance policies required to be carried under this Lease or actually carried by Tenant. Under no circumstances shall Landlord have any recourse whatsoever to Tenant's officers, trustees, directors, agents, employees, contractors or licensees for any debt or obligation created by this Lease.

## ARTICLE 5. USE

**Section 5.1** **Use.** Tenant shall use the Premises for Museum purposes (including the display of Museum Property, and cultural, educational, and special events), ancillary purposes (including cafe and gift shop), functions and events hosted or sponsored by Tenant, and related office, educational, research, administrative, storage, and back-of-house uses only. The use of the Premises shall comply with this Lease, any easements, covenants, restrictions, as well as all Legal Requirements. Tenant shall not use any Hazardous Substances, except to the extent reasonable or appropriate in connection with the lawful use of the Premises in the ordinary course of Tenant's or any subtenant's business, and Tenant shall comply with all Environmental Laws in connection with such use. In consideration of the prominent location of the Land, the Museum will be seen as an informal gateway to the City. As such, Tenant shall provide and maintain space at or near its main public entrance for a visitor information display showcasing other features in and information about the City and its environs that also would be of interest to visitors. The contents of the display shall be provided by the City and approved by Tenant, in its reasonable discretion. Notwithstanding the foregoing, the display is not intended to include third-party-generated commercial advertising or promotional materials.

**Section 5.2** **Compliance with Law.** Tenant shall be solely responsible, at its sole cost, for compliance with Legal Requirements affecting the design, construction and operation of the Improvements and those affecting use of the Premises throughout the Term. Landlord agrees that Tenant shall have the right to reasonably contest, at

Tenant's sole cost, any asserted or alleged violation of any Legal Requirements in the name of Tenant, as Tenant deems appropriate.

**Section 5.3** **Compliance with Law.** Tenant shall, at its expense, perform all its activities on the Premises in compliance, and shall use commercially reasonable efforts to cause all subtenants of any portion thereof to comply, with the Legal Requirements, as the same may be administered by authorized governmental officials, and, to the extent that it should fail to do so beyond any applicable grace or cure period, Landlord shall have the right, but not the obligation, to take such actions as are necessary to become or remain in compliance with Legal Requirements, and the amount expended or advanced on behalf of Tenant by Landlord on account thereof shall constitute Additional Rent payable to Landlord.

## **ARTICLE 6. ALTERATIONS; LIENS; OWNERSHIP OF IMPROVEMENTS**

**Section 6.1** **Alterations.** At any time and from time to time during the Term, Tenant may make, at its sole cost and expense and without the prior consent of Landlord, Alterations to the Improvements, provided that Landlord shall have the right to consent to any major re-development of the Improvements after construction of the Museum, provided further that such consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for obtaining permits necessary for any repairs, replacements, or Alterations. No change or alteration to the Premises or the Improvements shall be undertaken until Tenant shall have procured all required permits, licenses and authorizations for such alterations. All changes and Alterations shall be made in a good and workmanlike manner and in compliance with all Legal Requirements.

**Section 6.2** **Mechanic's Liens.** Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature upon, or in any manner to bind, the interest of Landlord in the Land for any claims in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs to the Premises. Each such claim shall affect and each such lien shall attach to; if at all, only the Leasehold Interest granted to Tenant by this Lease. Tenant will pay or cause to be paid all sums payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises. Tenant will discharge, by bond or otherwise, any mechanic's or materialman's lien filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, Tenant within thirty (30) days after filing. Tenant shall indemnify, defend and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of Landlord in the Land or under the terms of this Lease.

**Section 6.3** **Ownership of Improvements.** The Land shall continue to be owned by Landlord. All Improvements shall be owned by and be the property of Tenant during, and only during, the Term and no longer. During the Term, no Improvements shall be conveyed, transferred or assigned, except as permitted under Articles 12 and 14, and at all such times the holder of the Leasehold Interest of Tenant under this Lease shall be the owner of all Improvements. Any attempted conveyance, transfer or assignment of any of the Improvements, whether voluntarily or by operation of law or otherwise, to any person, corporation or other entity shall be void and of no effect whatever, except as permitted under Articles 12 and 14. Notwithstanding the foregoing, Tenant may from time to time replace the Improvements and make any Alterations, provided that the replacements for such items are of equivalent or better value and quality, and such items are free from any liens and encumbrances except for equipment leases and any other financings expressly permitted hereunder. Upon any termination of this Lease, whether by reason of the expiration of the Term hereof, or pursuant to any provision hereof, or by reason of any other cause whatsoever, all of Tenant's right, title and interest in the Improvements and any Alterations shall cease and terminate, and title to the Improvements shall immediately vest in Landlord. No further deed or other instrument shall be necessary to confirm the vesting in Landlord of title to the Improvements. However, upon any termination of this Lease, Tenant, upon request of Landlord, shall execute, acknowledge and deliver to Landlord a quitclaim deed confirming that all of Tenant's rights, title and interest in the Improvements has expired and that title thereto has vested in Landlord. Notwithstanding the foregoing, the ownership of the Museum Property and all personal property of Tenant shall remain with Tenant in all events.

## **ARTICLE 7. SURRENDER.**

**Section 7.1** **Generally.** Subject to the terms of Section 8.1 relating to damage and destruction, upon expiration or earlier termination of the Term of this Lease, whether by lapse of time or otherwise (including any

holdover period), Tenant at its expense shall: (a) remove all of Tenant's moveable, unaffixed personal property, goods and effects; (b) remove all Museum Property; and (c) promptly and peacefully surrender the Premises (including surrender of all Alterations and additions installed on the Premises) broom clean and in good condition, reasonable wear and tear and casualty excepted. Any property (other than Museum Property) left on the Premises more than thirty (30) days after the expiration or termination of the Term shall be deemed to have been abandoned and to have become the property of Landlord to dispose of as Landlord deems expedient and Tenant shall be liable for all costs associated with the disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord re-entering and taking possession of the Premises or removing and storing Tenant's property as herein provided. No such reentry shall be considered or construed to be a forcible entry.

**Section 7.2** **Major Destruction.** Notwithstanding the foregoing, in the event the Improvements suffer a Major Destruction (defined below) and the Lease is terminated pursuant to Section 8.1, then Tenant shall, prior to surrendering the Premises to Landlord, either (a) make such repairs to the Improvements as are necessary so that the Improvements are structurally sound and in compliance with all Legal Requirements or (b) at Landlord's request, demolish the remaining Improvements and clear the Land of all debris and related hazards. The Casualty Termination Date shall be extended as needed in order for Tenant to satisfy its obligations under this Section 7.2.

## ARTICLE 8. CASUALTY

**Section 8.1** **Effect of Damage or Destruction.** In the event of any damage or destruction to the Premises, Tenant, at its sole cost and expense, regardless of the availability of insurance proceeds, but subject to Force Majeure and any permitting requirements of governmental authorities, shall promptly take such action as is reasonably necessary to assure that neither the damaged Premises, the damaged Improvements, or damaged Museum Property, nor any part thereof, nor any debris or rubble resulting therefrom (i) impairs or impedes public access through and across the public streets and sidewalks adjacent to the Premises, or (ii) constitutes a nuisance or otherwise presents a health or safety hazard. In the event of any damage or destruction to the Premises, any Improvements, or Museum Property, Tenant shall, subject to the requirements of the holder of any Leasehold Mortgage, repair and restore the Premises, Improvements, or Museum Property, as applicable. All such repair and restoration shall be performed in accordance with the requirements of this Lease and there shall be no abatement or reduction in Base Rent as a result of such damage or destruction. Any insurance proceeds from Tenant's insurance payable by reason of damage or destruction shall, subject to the rights of the holder of any Leasehold Mortgage, be made available to pay the cost of such repair or restoration; provided, however, that Landlord shall have a lien on Tenant's share of such proceeds from Tenant's insurance to the extent Tenant has failed to pay any monies to Landlord under the terms of this Lease. In the event of any material damage to or destruction of the Premises, any Improvements thereon, or Museum Property (i.e. the cost of repairing or replacing the same equals or exceeds thirty percent (30%) of the fair market value of the Improvements or Museum Property, as applicable, immediately preceding such damage or destruction) ("Major Destruction") from any causes whatever, Tenant shall promptly give written notice thereof to Landlord. In the event (i) Major Destruction occurs within the last five (5) years of the term of this Lease, (ii) Major Destruction cannot be substantially repaired within eighteen (18) months, (iii) the Museum Property (or portion thereof) is damaged to the extent that continued display to the public as a Museum is no longer feasible, or (iv) the Improvements have been damaged or destroyed by a casualty that was not required to be (and in fact was not) insured against by Tenant and the cost of repair and restoration exceeds ten percent (10%) of the fair market value of Tenant's interest in the Premises immediately preceding such damage or destruction, Tenant may elect by written notice to Landlord ("Casualty Termination Notice"), within ninety (90) days after the date of such damage or destruction, to terminate this Lease. In the event Tenant elects to terminate this Lease, the Term of this Lease shall terminate one hundred twenty (120) days after the date of the Casualty Termination Notice ("Casualty Termination Date").

**Section 8.2** **Insurance Proceeds.** Any insurance proceeds payable from Tenant's insurance shall, subject to the requirements of the holder of any Leasehold Mortgage, be paid to Tenant, subject to Landlord's claim against Tenant's share of such proceeds from Tenant's insurance in an amount equal to sums due to Landlord from Tenant hereunder. In the event Tenant elects to terminate the Lease under Section 8.1, Tenant's insurance proceeds under the Improvements Insurance payable by reason of such damage or destruction shall, subject to the rights of the holder of any Leasehold Mortgage, be made available to pay the cost of Tenant's obligation to surrender the Premises to Landlord in accordance with the terms and provisions of Article 7.2 and the balance of such proceeds shall be paid to Landlord. In all events, the proceeds available under the Exhibit Insurance shall be paid to Tenant.



**Section 8.3** **Clearing of Property.** If any improvements are damaged or destroyed and Tenant elects to terminate this Lease in accordance with Section 8.1, Tenant shall surrender the Premises to Landlord in accordance with the terms and provisions of Article 7.2.

#### **ARTICLE 9. CONDEMNATION.**

**Section 9.1** **Taking.** “Taking” means a taking by condemnation or by the exercise of the power of eminent domain by a public or quasi-public authority or entity, whether or not there is a taking of title, or a conveyance in lieu thereof. If there is a Taking of the entire Premises, then this Lease shall terminate as of the earlier of the date title to the Premises is transferred or the date Tenant is dispossessed by the Taking authority. Landlord agrees not to exercise its eminent domain rights with respect to the Premises.

**Section 9.2** **Termination for Material Interference.** If there is a Taking of part of the Premises that in Tenant’s reasonable judgment materially interferes with Tenant’s ability to use the Premises for the purposes set forth herein, which interference cannot be feasibly, economically, operationally or legally remediated, then Tenant shall have the right to terminate this Lease by giving Landlord notice of its election within sixty (60) days after the Taking. If this Lease is so terminated, then it shall terminate on the earlier of the date title is transferred, the date Tenant is dispossessed by the Taking authority or thirty (30) days following Tenant’s notice; provided that such termination shall in no event extinguish or diminish Tenant’s right under Section 9.3 to receive a portion of the award payable on account of the Taking. If the Taking does not materially interfere with Tenant’s ability to operate the Premises for the purposes set forth in this Lease, then this Lease shall continue in full force and effect as to the part not taken, except that Tenant need not operate a Museum or provide the Public Benefits in the space so taken.

**Section 9.3** **Taking Award.** The parties are entitled to the following portions of any award or settlement in lieu thereof payable on account of a Taking:

- (a) Landlord shall be entitled to all amounts attributable to the value of the Land; and
- (b) Tenant shall be entitled to receive all amounts attributable (i) to the value of the Improvements, (ii) the Museum Property; and (iii) Tenant’s relocation expenses.

#### **ARTICLE 10. ACCESS TO PREMISES**

Upon prior reasonable notice, Landlord’s agents, employees, and representatives shall have the right to access, enter and inspect the Premises at any reasonable time during the Operating Hours or when Museum staff is on Premises to escort the inspector for the purpose of ascertaining the condition of the Premises, monitoring compliance with this Lease or for any other purpose permitted under the terms of this Lease. Landlord understands that Museum operating requirements prohibit unaccompanied, unsupervised access (including inspection), except as specifically provided herein. In exercising such rights, the parties shall cooperate and shall take all reasonable steps to avoid disruption or unnecessary interference with Tenant’s use and operations of the Premises.

#### **ARTICLE 11. ENVIRONMENTAL.**

**Section 11.1** **Tenant Obligations.** **Tenant agrees that:**

- (a) Neither Tenant nor its employees, agents, contractors, assignees, subtenants, licensees or invitees will use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises, or transport to or from the Premises, any Hazardous Substances except in such quantities as are typically used in connection with the construction, rehabilitation, operation and use of property of a similar sort for the uses permitted under this Lease and the Development Agreement, and then only in compliance with all Environmental Laws.
- (b) Tenant shall give prompt written notice to Landlord of (i) any proceeding or inquiry by any governmental authority known to Tenant with respect to the presence or release of any Hazardous Substance on, in, about or from the Premises or relating to any loss or injury resulting from any Hazardous Substance, all caused or alleged to be caused by Tenant or its employees, agents, contractors, assignees, subtenants or invitees, (ii) all claims

made or threatened by any third party in writing against Tenant with respect to the Premises relating to any loss or injury resulting from any Hazardous Substance caused or alleged to be caused by Tenant, (iii) discovery after the date hereof by Tenant of any occurrence or condition on the Premises that could cause it to be subject to any restrictions on occupancy or use under any Environmental Law, and (iv) any release of a Hazardous Substance on or from the Premises by Tenant.

**Section 11.2 Landlord Obligations.** Landlord shall give prompt written notice to Tenant of (a) any proceeding or inquiry by any governmental authority known to Landlord with respect to the presence or release of any Hazardous Substance on, in, about or from the Premises, (b) all claims made or threatened by any third party in writing against Landlord with respect to the Premises relating to any loss or injury resulting from any Hazardous Substance, and (c) Landlord's discovery of any occurrence or condition on the Premises that could cause them to be subject to any restrictions on use under any Environmental Law.

**Section 11.3 Environmental Indemnity.** Tenant covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord), and save Landlord, its employees, agents, members and any successor thereof, harmless against and from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable attorneys' and experts' fees and disbursements), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by or asserted or awarded against Landlord, its employees, agents, managers and members, the Premises or any portion thereof and arising directly or indirectly, in whole or in part, from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Premises, (i) from and after the Commencement Date, or (ii) which migrate off of the Premises (or portion thereof) after the Commencement Date, except that the foregoing indemnity does not include any condition which pre-existed the Commencement Date or any increase in scope or exacerbation of any such release or threat of release covered in clauses (i) and (ii) above is excluded from the forgoing indemnity if said increase in scope or exacerbation arises out of Landlord's negligence or willful misconduct.

Landlord covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Tenant), and save Tenant, its employees, agents, members and any successor thereof, harmless against and from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable attorneys' and experts' fees and disbursements), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by or asserted or awarded against Tenant, its employees, agents, managers and members or the Premises or any portion thereof and arising directly or indirectly, in whole or in part, from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Property or the Premises, (i) which exist at any time prior to the Commencement Date, or (ii) which migrate onto the Premises hereafter from any other property owned by Landlord, except that any increase in scope or exacerbation of any such release or threat of release covered above is excluded from the forgoing indemnity if said increase in scope or exacerbation arises out of Tenant's gross negligence or willful misconduct.

## ARTICLE 12. ASSIGNMENT AND SUBLETTING

**Section 12.1 No Transfer Without Landlord's Consent.** Except for Permitted Transfers, Tenant shall not directly or indirectly, in whole or in part, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate its interest in or rights with respect to the Premises or Tenant's leasehold estate therein or the Improvements (any of the foregoing being herein referred to as a "Transfer") without the prior express written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed and no Transfer (whether voluntary or involuntary, by operation of law or otherwise) shall be valid or effective without such prior written consent. Any attempted Transfer in violation of this Lease shall be null and void at Landlord's option. Should Landlord consent to a Transfer, (i) such consent shall not constitute a waiver of any of the restrictions or prohibitions of this Lease, including any then-existing Event of Default or breach, and such restrictions or prohibitions shall apply to each successive Transfer, and (ii) unless otherwise agreed by the parties, such Transfer shall relieve the transferring Tenant of its liability under this Lease and such transferring Tenant shall be released from performance of any of the

terms, covenants and conditions of this Lease upon such Transfer, and thereafter the assignee Tenant shall be liable under this Lease.

**Section 12.2** **Permitted Transfers.** Notwithstanding the provisions of Section 12.1, the following transactions (“Permitted Transfers”) shall not require the consent of Landlord:

- (a) the transfer of any ownership interests in Tenant to any Affiliate of Tenant or from one owner of ownership interests in Tenant to another owner of ownership interests in Tenant; or
- (b) the assignment of this Lease, Tenant’s interest in the leasehold estate or any sublease of the Property to any Affiliate of Tenant or any sublease to any retail or commercial tenant or licensee who is providing food or retail services to the Museum; or
- (c) the merger, consolidation, restructuring or sale of substantially all of the assets of Tenant or any Affiliate of Tenant, provided that the resulting entity has a net worth, calculated in accordance with GAAP, equal to or greater than the net worth of Tenant immediately prior to such transaction; or
- (d) the assignment to any trustee by way of a deed of trust in favor of any Leasehold Mortgagee, for the purpose of creating a Leasehold Mortgage, or to any such Leasehold Mortgagee or other purchaser in connection with a foreclosure of a Leasehold Mortgage; or
- (e) a transfer of ownership interests in Tenant or in constituent entities of Tenant (i) to a member of the immediate family of the transferor (which for purposes of this Lease shall be limited to the transferor’s spouse, children, parents, siblings and grandchildren), (ii) to a trust for the benefit of a member of the immediate family of the transferor, (iii) from such a trust or any trust that is an owner in a constituent entity of Tenant, to the settler or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the foregoing persons, whether any such transfer is described in this item, (iv) in connection with a pledge by any partner, shareholder or member of a constituent entity of Tenant to an affiliate of such partner, shareholder or member; or
- (f) a mere change in the form, method or status of ownership (including, without limitation, the creation of single purpose entities) so long as the ultimate beneficial ownership interest of Tenant remains the same as that on the Commencement Date or as otherwise permitted in accordance with this Section 12.2 above; or
- (g) any transfer resulting from a Taking.

**Section 12.3** **Assignment by Landlord.** If Landlord sells or otherwise transfers the Land, or if Landlord assigns its interest in this Lease, such purchaser, transferee or assignee thereof shall be deemed to have assumed Landlord’s obligations hereunder which arise on or after the date of sale or transfer, and Landlord shall thereupon be relieved of all liabilities hereunder accruing from and after the date of such transfer or assignment, but this Lease shall otherwise remain in full force and effect.

## ARTICLE 13. DEFAULTS

**Section 13.1** **Default.** The occurrence of any of the following events shall constitute an event of default (“Event of Default”) hereunder:

- (a) if Tenant fails to pay when due any Lease Payment, and any such default shall continue for ten (10) calendar days after the receipt of written notice thereof from Landlord;
- (b) if Tenant fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder not addressed by any other event described in this Section 13.1, and, to the extent such failure is susceptible to cure, Tenant shall fail to cure, correct or remedy such failure within thirty (30) calendar days after the receipt of written notice thereof; provided, however, if such failure is not monetary in nature such that it cannot be cured by the payment of a sum certain to Landlord (or other required payee), then, if such failure is susceptible to cure, but cannot with due diligence be cured within such thirty (30) day period, the time within which Tenant may cure such failure shall be extended so long as Tenant proceeds promptly and with due diligence to cure

the failure and diligently completes the curing thereof within a reasonable period of time; or

(c) if Tenant abandons the Premises or any substantial portion thereof and such abandonment is not cured within thirty (30) calendar days following written notice from Landlord.

**Section 13.2 Rights and Remedies.**

(a) Upon the occurrence of any Event of Default herein (including the expiration of all applicable notice and cure periods) Landlord, subject in all respects to (i) the provisions of this Lease with respect to Landlord's rights to cure defaults by Tenant and (ii) the rights of the holder of any Leasehold Mortgage, shall have the right to pursue any and all remedies available at law or in equity including, without limitation, a preliminary or permanent injunction, specific performance or other equitable relief; actual (but not special, consequential or punitive) damages; and/or termination of this Lease.

(b) No default in the performance of the terms, covenants or conditions of this Lease on the part of Tenant or Landlord (other than in the payment of amounts due) shall be deemed to continue if and so long as Landlord or Tenant, as the case may be, shall be delayed in or prevented from remedying the same due to Force Majeure; but if and when the occurrence or condition which delayed or prevented the remedying of such default shall cease or be removed, it shall be the obligation of Landlord or Tenant, as the case may be, without further delay, to commence the correction of such default or to continue and complete the correction thereof.

(c) The defaulting party shall be liable for the reasonable legal expenses (including reasonable attorneys' fees) of the non- defaulting party in connection with any collection of funds owed under this Lease, the remedying of any Event of Default under this Lease or any termination of this Lease where such collection, remedying or termination results from an Event of Default, as finally determined by a court of competent jurisdiction. If a default is alleged and it shall be determined that no Event of Default exists the court may, in its discretion, determine that the alleging party shall be liable for the legal costs and expenses (including reasonable attorneys' fees) of the other party in defending such claim.

(d) Notwithstanding anything to the contrary set forth in this Lease, Landlord, for itself and for each and every succeeding owner of the Premises, agrees that it shall never be entitled to seek a personal judgment against Tenant's member(s), and that upon any Event of Default hereunder, the rights of Landlord to enforce the obligations of Tenant, its successors or assigns, or to collect any judgment, shall be limited to the termination of this Lease and/or to collection from the assets of Tenant and the enforcement of any other equitable rights and remedies specifically granted to Landlord hereunder.

**Section 13.3 Termination of Lease for Tenant's Default.** Upon a termination of this Lease pursuant to Section 13.2(a), Tenant shall promptly quit and surrender the Premises to Landlord, without cost to Landlord.

**Section 13.4 Remedies Cumulative.** Unless otherwise specifically provided in this Lease, no remedy herein shall be exclusive of any other remedy or remedies, and each such remedy shall be cumulative and in addition to every other remedy; and every power and remedy given by this Lease may be exercised from time to time and as often as may be deemed expedient by either party. No delay or omission by Landlord to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence thereto.

**Section 13.5 Default by Landlord.** Landlord shall be in default of this Lease if it fails to perform any provision of this Lease, and if the failure to perform is not cured within thirty (30) calendar days after written notice of the default has been given to Landlord. If the default cannot reasonably be cured within thirty (30) calendar days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within such thirty-day period and diligently and in good faith continues to cure the default within a reasonable period of time, but in no event shall such period exceed ninety (90) calendar days.

**ARTICLE 14. LEASEHOLD MORTGAGES**

**Section 14.1** **Right to Encumber.** Notwithstanding the provisions of Article 12 regarding Transfers of this Lease, but subject to the provisions of this Article 14, Tenant shall have the right at any time and from time to time to encumber the entire (but not less than the entire) leasehold estate created by this Lease and Tenant's interest in the Improvements by a mortgage, deed of trust or other security instrument (any such mortgage, deed of trust, or other security instrument that satisfies the requirements of this Article 14 being herein referred to as a "Leasehold Mortgage") to secure repayment of a loan (and associated obligations) made to Tenant by an Institutional Lender for the purpose of financing the construction of any Improvements made pursuant to the terms of this Lease or for the long-term financing of any such Improvements, provided that the loan secured by a Leasehold Mortgage shall be payable over not more than the remaining portion of the Term.

**Section 14.2** **No Subordination of Fee.** In no event shall all or any portion of Landlord's interest, including without limitation, Landlord's fee interest in the Land or reversionary interest in the Improvements or interest under this Lease, be subject or subordinate to any lien or encumbrance of any mortgage, deed of trust or other security instrument.

**Section 14.3** **Institutional Lender.** For purposes of this Article 14, "Institutional Lender" shall mean a state or federally chartered savings bank, savings and loan association, credit union, commercial bank or trust company or a foreign banking institution (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); a pension fund, an insurance company organized and existing under the laws of the United States or any state thereof or a foreign insurance company (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); a publicly held real estate investment trust, an entity that qualifies as a "REMIC" under the Internal Revenue Code or other public or private investment entity (in each case whether acting as principal or agent) which at the date hereof or in the future is involved in the business of investing in real estate assets; a brokerage or investment banking organization (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); an employees' welfare, benefit, pension or retirement fund; an institutional leasing company; any governmental agency or entity insured by a governmental agency, or any combination of Institutional Lenders.

**Section 14.4** **Required Notice.** Each time Tenant shall mortgage Tenant's leasehold estate to an Institutional Lender, Tenant shall require the holder of such Leasehold Mortgage to provide Landlord with notice of such Leasehold Mortgage, together with a true copy of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee. Following receipt of such notice by Landlord, the provisions of this Section 14 shall apply in respect to such Leasehold Mortgage. In the event of any assignment of a Leasehold Mortgage or in the event of a change of address of a Leasehold Mortgagee or of an assignee of such Leasehold Mortgagee, notice of the new name and address shall be provided to Landlord. Tenant shall thereafter with reasonable promptness also provide Landlord from time to time with a copy of each material amendment, modification or supplement to such instruments.

**Section 14.5** **Acknowledgement of Notice.** If requested by the terms of such notice, Landlord shall promptly upon receipt of a communication purporting to constitute the notice provided for by Section 14.4 acknowledge in writing receipt of such communication as constituting the notice provided for by this Section, or in the alternative, notify Tenant and the Leasehold Mortgagee of the rejection of such communication as not conforming with the provisions of this Section and specify the basis of such rejection.

**Section 14.6** **Protection of Leasehold Mortgagees.** If Tenant shall mortgage Tenant's Leasehold Interest under this Lease in compliance with the provisions of this Section 14, then so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) **Consent.** No cancellation, surrender or modification of this Lease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee, except that such consent shall not be required with respect to a termination of this Lease in accordance with this Section 14, or in accordance with Section 8 and 9 upon certain casualty events or condemnation.

(b) **Notice of Default.** Landlord, upon providing Tenant any notice of (a) any default under this Lease, (b) a termination of this Lease, or (c) a matter on which Landlord may predicate or claim a default, shall at the same time provide a copy of such notice to every Leasehold Mortgagee of which Landlord has been provided notice in accordance with Section 14.4 hereof. Landlord shall have no liability for the failure to give any such notice,

except that no such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Leasehold Mortgagee of which Landlord has been provided notice in accordance with Section 14.4 hereof. From and after such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 14.6(c) and 14.7 hereof to remedy, commence remedying or cause to be remedied, the defaults or acts or omissions which are specified in such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

(c) Second Notice to Leasehold Mortgagee. Anything contained in this Lease to the contrary notwithstanding, if any Event of Default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such Event of Default or the act or omission which gave rise to such Event of Default, Landlord shall notify every Leasehold Mortgagee of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination if the nature of such Event of Default is the failure to pay a sum of money to Landlord and at least ninety (90) days in advance of the proposed effective date of such termination in the event of any other Event of Default. The provisions of Section 14.7 hereof shall apply only if, during such thirty (30) or ninety (90) day termination notice period, any Leasehold Mortgagee shall:

(i) Notify Landlord of such Leasehold Mortgagee's desire to nullify such Notice; and

(ii) Pay or cause to be paid all Rent and other payments (i) then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and (ii) any of the same which become due during such thirty (30) or ninety (90) day period as and when they become due; and

(iii) Comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee; provided, however, that such Leasehold Mortgagee shall not be required during such thirty (30) or ninety (90) day period to cure or commence to cure any Event of Default consisting of (i) Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Premises junior in priority to the lien of the mortgage held by such Leasehold Mortgagee, or (ii) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee, such as, by way of example only, the bankruptcy of Tenant or a court-ordered stay or injunction. If such Leasehold Mortgagee has not completed the cure within three hundred sixty five (365) days after the later to occur of (A) the receipt of Landlord's termination notice or (B) three hundred sixty five (365) days after the date that any court with jurisdiction over Tenant or the Premises releases any stay, order or injunction, Landlord shall have the right to terminate this Lease upon written notice to Tenant and such Leasehold Mortgagee.

(iv) If more than one Leasehold Mortgagee notifies Landlord of such Leasehold Mortgagee's desire to nullify such notice, the Leasehold Mortgagee whose Leasehold Mortgage is prior in lien (as determined in accordance with Section 14.9) shall have the right to nullify such notice and Landlord without liability to Tenant or any Leasehold Mortgagee with a subordinate lien shall accept the cure tendered by the Leasehold Mortgagee whose Leasehold Mortgage is prior in lien.

#### **Section 14.7 Procedure on Default.**

(a) Cure of Default. If Landlord shall elect to terminate this Lease by reason of any Event of Default, and a Leasehold Mortgagee shall have proceeded in the manner provided for by Section 14.6(c), this Lease shall not be deemed terminated so long as such Leasehold Mortgagee shall:

(i) Pay or cause to be paid the Rent and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease excepting (A) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance

against Tenant's interest in this Lease or the Leasehold Estate junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee, and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee, such as, by way of example only, the bankruptcy of Tenant; and

(ii) If not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same with due diligence within the time period described in Section 14.6(c)(iii). Nothing in this Section 14.7(a), however, shall be construed to extend this Lease beyond the original Term hereof, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the Event of Default has been cured. If the Event of Default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(b) Lease Remains in Effect. If a Leasehold Mortgagee is complying with Section 14.7(a), upon the acquisition of the Leasehold Estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise and the discharge of any lien, charge or encumbrance against Tenant's interest in this Lease or the Premises which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which Tenant is obligated to satisfy and discharge by reason of the terms of this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(c) Assumption of Lease. The making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of Tenant's interest under this Lease or the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of Tenant's interest under this Lease or of the leasehold estate hereby created so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder. Notwithstanding the foregoing, the purchaser at any sale of Tenant's interest under this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of the Tenant's rights under this Lease and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, including, without limitation, a Leasehold Mortgagee, shall be deemed to be an assignee or transferee within the meaning of this Section 14.7 and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment only for as long as such purchaser or assignee is the holder of this leasehold estate.

**Section 14.8** New Lease. In the event of the termination of this Lease as a result of an Event of Default that has not been cured by either Tenant or the Leasehold Mortgagee, Landlord shall promptly, within a reasonable time, provide each Leasehold Mortgagee with written notice that the Lease has been terminated (the "New Lease Notice"), together with a statement of all sums which would at that time be due under this Lease but for such termination and of all other defaults, if any, then known to Landlord. Landlord agrees to enter into a new lease (the "New Lease") of the Premises with such Leasehold Mortgagee or its affiliated designee for the remainder of the Term of this Lease, effective as of the date of termination, at the same Rent and upon the terms, covenants and conditions of this Lease; provided:

(a) Such Leasehold Mortgagee shall make written request upon Landlord for such New Lease within thirty (30) days after the date such Leasehold Mortgagee receives Landlord's New Lease Notice given pursuant to this Section 14.8.

(b) Such Leasehold Mortgagee or such affiliated designee shall agree to remedy any of Tenant's defaults of which such Leasehold Mortgagee was notified by Landlord's New Lease Notice and which are reasonably capable of being so cured by Leasehold Mortgagee or such designee.

(c) Any New Lease made pursuant to this Section 14.8 shall have the same priority with respect to any mortgage or other lien, charge or encumbrance on the Premises as this Lease, and the tenant under such New Lease shall have the same right, title and interest in and to the Premises and the Leasehold Improvements as Tenant had under this Lease as of the date of the New Lease.

**Section 14.9** **Conflicting Priorities.** If more than one Leasehold Mortgagee shall seek to nullify a notice in accordance with Section 14.6(c)(iv) above or request a New Lease pursuant to Section 14.8, the Leasehold Mortgagee whose Leasehold Mortgage is prior in lien, or with the designee of such Leasehold Mortgagee, shall have the right to nullify such notice or obtain such New Lease. Landlord, without liability to Tenant or any Leasehold Mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued by a responsible title insurance company doing business in the state where the Premises is located as the basis for determining the appropriate Leasehold Mortgagee who is entitled to nullify such notice or obtain the New Lease.

**Section 14.10** **Certain Defaults.** Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of rights hereunder to cure any Event of Default which by its terms is not reasonably susceptible of being cured by such Leasehold Mortgagee or such designee in order to comply with the provisions of Sections 14.6 or 14.7. The financial condition of any Leasehold Mortgagee or successor to Tenant's interest under this Lease or a new lease entered into pursuant to Section 14.8 shall not be a consideration in the determination of the reasonable susceptibility of cure of such Event of Default. No Event of Default, the cure of which, and no obligation of Tenant, the performance of which, requires possession of the Premises shall be deemed reasonably susceptible of cure or performance by any Leasehold Mortgagee or successor to Tenant's interest under this Lease not in possession of the Premises, provided such holder is complying with the requirements described in Section 14.7(a)(ii) hereof and, upon obtaining possession, promptly proceeds to cure any such Event of Default then reasonably susceptible of cure by such Leasehold Mortgagee or successor. No Leasehold Mortgagee shall be required to cure the bankruptcy, insolvency or any related or similar condition of Tenant.

**Section 14.11** **Eminent Domain.** Tenant's share, as provided in Section 9 of this Lease, of the proceeds arising from an exercise of the power of eminent domain shall, subject to the provisions of Section 9, be disposed of as provided for by any Leasehold Mortgage.

**Section 14.12** **Insurance.** A standard mortgagee clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder.

**Section 14.13** **Legal Proceedings.** Landlord shall give each Leasehold Mortgagee of which Landlord has written notice prompt notice of any dispute resolution or legal proceedings between Landlord and Tenant involving obligations under this Lease. Each such Leasehold Mortgagee shall have the right to intervene, within sixty (60) days after receipt of such notice of dispute resolution or legal proceedings, in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. Any intervening Leasehold Mortgagee shall be bound by the outcome of such proceedings. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, Landlord shall give the Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on all Leasehold Mortgagees not intervening after receipt of Notice of such proceedings.

**Section 14.14** **No Merger.** So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

**Section 14.15** **Notices.** Notices from Landlord to the Leasehold Mortgagee shall be mailed to the address furnished Landlord pursuant to Section 14.4 and those from the Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Section 16 hereof, as the same may be amended from time to time. All notices from any Leasehold Mortgagee or Landlord shall be given in the manner described in Section 32 and shall in all respects be governed by the provisions of that section.

**Section 14.16** **Erroneous Payments.** No payment made to Landlord by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and any Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof provided the Leasehold Mortgagee shall have made demand therefor not later than twelve (12) months after the date of its payment.



**Section 14.17 Bankruptcy.** In the event of any proceeding by either Landlord or Tenant under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(a) **Rejection of Lease by Tenant.** If this Lease is rejected in connection with a bankruptcy proceeding by Tenant or a trustee in bankruptcy for Tenant, such rejection shall be deemed an assignment by Tenant to the Leasehold Mortgagee (or if there is more than one Leasehold Mortgagee, to the one highest in priority) of the leasehold estate and all of Tenant's interest under this Lease, in the nature of an assignment in lieu of foreclosure, and this Lease shall not terminate, unless such Leasehold Mortgagee shall reject such deemed assignment by notice in writing to Landlord within thirty (30) days following the later of (i) rejection of the Lease by Tenant or Tenant's trustee in bankruptcy or (ii) approval of such rejection by the bankruptcy court. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Tenant or the trustee in connection with any such proceeding, the rights of any Leasehold Mortgagee to a new lease from Landlord pursuant to Section 14.8 hereof shall not be affected thereby.

(b) **Termination of Lease by Landlord.** If this Lease is rejected or otherwise terminated in connection with a bankruptcy proceeding by Landlord or by Landlord's trustee in bankruptcy:

(i) Tenant shall not have the right to treat this Lease as terminated except with the prior written consent of all Leasehold Mortgagees and the right to treat this Lease as terminated in such event shall be deemed assigned to each and every Leasehold Mortgagee, whether or not specifically set forth in any such Leasehold Mortgage, so that the concurrence in writing of Tenant and each Leasehold Mortgagee shall be required as a condition to treating this Lease as terminated in connection with such proceeding.

(ii) Unless this Lease is treated as terminated in accordance with Section 14.17(a), this Lease shall continue in effect upon all the terms and conditions set forth herein, including Rent, but excluding requirements that are not then applicable or pertinent to the remainder of the Term. The lien of any Leasehold Mortgage then in effect shall extend to the continuing possessory rights of Tenant following such rejection or other termination with the same priority as it would have enjoyed had such rejection or other termination not taken place.

(c) If, in any bankruptcy or similar proceeding in which Landlord is the debtor, the Premises are sold or proposed to be sold free and clear of the interests of Tenant under this Lease, each of Tenant and any Leasehold Mortgagee shall be entitled to: (i) receive prior written notice of such proposed sale not less than ten (10) Business Days prior to the earliest date such sale or proposed sale is to or could occur; (ii) contest such sale or proposed sale; and (iii) petition for and receive adequate protection of their respective interests under this Lease, it being acknowledged and agreed that monetary damages are not, and will not be, adequate protection thereof.

**Section 14.18 Rights Against Tenant.** The rights of a Leasehold Mortgagee hereunder shall not diminish any right or claim of Landlord against Tenant for damages or other monetary relief under this Lease.

**Section 14.19 Lease Amendments or Recognition Agreement Requested by Leasehold Mortgagee.** In the event Tenant seeks to obtain or modify a Leasehold Mortgage, and the applicable Leasehold Mortgagee desires amendments to this Section 14 or desires to enter into a recognition agreement with Landlord, then Landlord agrees to negotiate in good faith any commercially reasonable amendment or recognition agreement; provided that the form and content of such amendment or recognition agreement is not unreasonable and that such proposed amendment or recognition agreement does not reduce the Rent hereunder or otherwise adversely affect the rights of Landlord hereunder or its interest in the Premises, as determined by Landlord in its reasonable discretion. All reasonable expenses incurred by Landlord in connection with any such amendment or recognition agreement shall be paid by Tenant.

**Section 14.20 Landlord Purchase Right.** In the event a Leasehold Mortgagee desires to transfer the leasehold interest in the Premises by foreclosure sale, accept a deed in lieu of foreclosure, or acquire Tenant's interest in this Lease by other means, the Leasehold Mortgagee shall provide Landlord no less than thirty (30) days prior written notice of its intention to exercise such right and Landlord shall have the right exercisable within thirty (30) days after receipt of such written notice to elect to acquire the entire interest in the loan and the Leasehold Mortgage for a price equal to the sum of the outstanding unpaid balance of the loan secured by the Leasehold Mortgage, together

with any other amounts due and unpaid under the Leasehold Mortgage. The closing of the acquisition of the loan (the “Closing”) shall occur within thirty (30) days after the date of the election through escrow at a title company selected by Landlord and reasonably acceptable to Leasehold Mortgagee. At the Closing, Landlord shall deliver to the Leasehold Mortgagee through escrow the purchase price for the loan, and Leasehold Mortgagee shall assign to Landlord all of its right, title and interest in the loan and the Leasehold Mortgage pursuant to documentation reasonably satisfactory to Landlord and the Leasehold Mortgagee. If Landlord fails to deliver into escrow the required funds with said thirty (30) day period with instructions to deliver said funds to Leasehold Mortgagee conditioned only upon receipt of the documentation necessary to enable the title company to insure Landlord as the sole beneficiary of the Leasehold Mortgage, the Leasehold Mortgagee shall be entitled to pursue its rights to acquire or transfer the leasehold estate pursuant to this Lease and the Leasehold Mortgage. If Landlord delivers said funds as required herein, the Leasehold Mortgagee’s rights under this Lease and the Leasehold Mortgage shall terminate and be of no further force and effect.

**ARTICLE 15. ESTOPPEL CERTIFICATE**

From time to time upon not less than twenty (20) calendar days' prior request, each of Tenant and Landlord agree to deliver to the other requesting party, or to the holder of any Leasehold Mortgage, a statement in writing signed by such Tenant or Landlord, as applicable, certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the date upon which Tenant began paying Base Rent and the dates to which the Base Rent and any other Lease Payment have been paid; (c) that the requesting party is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; and (d) such other matters as may be reasonably requested by the requesting party.

**ARTICLE 16. NOTICES**

Any and all notices, consents, approvals and other communications required or permitted under this Lease shall be deemed adequately given only if in writing delivered either in hand, by mail or by expedited commercial carrier which provides evidence of delivery or refusal, addressed to the recipient, postage prepaid and certified or registered with return receipt requested, if by mail, or with all freight charges prepaid, if by commercial carrier. All notices and other communications shall be deemed to have been given for all purposes of this Lease upon the date of receipt or refusal. All such notices and other communications shall be addressed to the parties at their respective addresses set forth below or at such other addresses as any of them may designate by notice to the other party:

If to Landlord: City of Snoqualmie  
c/o City Administrator  
P.O. Box 987  
Snoqualmie, WA 98065

If to Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: Pacifica Law Group LLP  
1191 2<sup>nd</sup> Ave., Suite 2000  
Seattle, WA 98101  
Attn. B. Gerald Johnson

**ARTICLE 17. MEMORANDUM OF AGREEMENT**

This Lease shall not be recorded except as permitted in this Article 17. The parties shall promptly execute and record, at Tenant’s cost, a short form memorandum of lease describing the Premises and stating the Term, Commencement Date, and any other information the parties reasonably agree to include and/or is necessary for any financing with respect to the Premises.

**ARTICLE 18. MISCELLANEOUS**

**Section 18.1**     **Signage.** Tenant shall have the right, at its sole cost, to install and display signage in and around the Premises. Any signage installed by Tenant shall be in compliance with Legal Requirements.

**Section 18.2**     **No Partnership.** Nothing contained in this Lease shall create any partnership, joint venture or other relationship between Tenant and Landlord. It is the intent of the parties that this Lease creates a leasehold estate in the Premises and that the relationship of the parties hereunder is that of landlord and tenant only.

**Section 18.3**     **Severability.** This Lease shall bind and inure to the benefit of Landlord, its successors and assigns, Tenant, and its successors and assigns.

**Section 18.4**     **Construction.** Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section thereof.

**Section 18.5**     **Performance Under Protest.** In the event of a dispute or difference between Landlord and Tenant as to any obligation which either may assert the other is obligated to perform or do, then the party against whom such obligation is asserted shall have the right and privilege to carry out and perform the obligation so asserted against it without being considered a volunteer or deemed to have admitted the correctness of the claim, and shall have the right to bring an appropriate action at law, equity or otherwise against the other for the recovery of any sums expended in the performance thereof and in any such action, the successful party shall be entitled to recover in addition to all other recoveries such reasonable attorneys' fees as may be awarded by the court.

**Section 18.6**     **No Waiver.** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion.

**Section 18.7**     **Headings.** The headings used for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be construed as part of this Lease or to be used in determining the intent of the parties of this Lease.

**Section 18.8**     **Partial Invalidity.** If any term, covenant, provision or condition of this Lease or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, provisions and conditions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable, provision mutually agreeable to Landlord and Tenant which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

**Section 18.9**     **Bind and Inure.** Unless the context requires otherwise, the words "Landlord" and "Tenant" shall be construed to mean the original parties, their respective permitted successors and assigns and those claiming through or under them respectively. Subject to the provisions of Section 12.1, the agreements and conditions in this Lease contained on the part of Tenant to be performed and observed shall be binding upon Tenant and its permitted successors and assigns and shall inure to the benefit of Landlord and its permitted successors and assigns, and the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its permitted successors and assigns and shall inure to the benefit of Tenant and its successors and assigns. No holder of a Leasehold Mortgage shall be deemed to be the holder of said Leasehold Interest until such holder shall have acquired indefeasible title to said Leasehold Interest.

**Section 18.10**    **Time of Essence.** Time is of the essence of this Lease and of all provisions hereof.

**Section 18.11**    **Entire Agreement.** Together with the Development Agreement, this Lease contains the entire integrated agreement between the parties as to the matters covered herein and supersedes any oral statements or

representations or prior written matter not contained in this instrument as to the matters set forth herein. This Lease may not be amended, changed, modified or altered, except by an instrument in writing duly executed by Landlord and Tenant (or their successors in title) upon approval by the City Council.

**Section 18.12 Authority.** Each party hereto warrants that it has the authority to enter into this Lease and to perform its obligations hereunder and that all necessary approvals, acts or resolutions to authorize this transaction have been taken, and the signatories, by executing this Lease, warrant that they have the authority to bind the respective parties.

**Section 18.13 Consents and Approvals.** In any instance when either party's consent or approval is required under this Lease, such consent or approval shall not be unreasonably withheld, conditioned or delayed. No permission, consent, or approval of Landlord contained herein or given pursuant to this Lease is, or shall be construed as, a representation or assurance that the matter consented to or approved complies with Legal Requirements, nor shall any such consent or approval be construed to authorize any failure to comply with such Legal Requirements.

**Section 18.14 Governing Law; Jurisdiction and Venue.** This Lease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Washington. Landlord and Tenant each hereby consent to personal jurisdiction in the state and federal courts located in the State of Washington. Except as otherwise required by applicable law, any action arising under this Lease shall be brought and maintained in the Superior Court of the State of Washington in and for King County, Landlord and Tenant each consent and agree that venue is proper in such court, and Landlord and Tenant each waive any defense or right to seek dismissal or transfer on grounds of improper or inconvenient venue.

**Section 18.15 Exhibits.** Exhibits A through C attached hereto are hereby incorporated herein and made a part of this Lease.

**Section 18.16 Dispute Resolution.** In the event of a dispute arising out of this Lease, the parties agree to follow the procedures in this Section prior to filing or initiating a lawsuit. The parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, the matter shall be referred to the City Manager of Landlord and the executive director or board chair of Tenant. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute. Landlord and Tenant agree to participate in mediation with the agreed upon mediator for a reasonable amount of time and in good faith. The cost of the mediation shall be shared equally by Landlord and Tenant.

**Section 18.17 Limitation on Third Party Rights.** Nothing in this Lease expressed or implied is intended or shall be construed to give to any person other than Landlord or Tenant any legal or equitable right, remedy or claim under or in respect of this Lease or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of Landlord and Tenant.

**Section 18.18 Counterparts.** This Lease may be executed in counterparts for the convenience of the parties, and such counterparts shall together constitute one Lease.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO GROUND LEASE

IN WITNESS WHEREOF, the parties have hereunto set their signatures to this Lease as of the date first written above.

LANDLORD:

CITY OF SNOQUALMIE,  
a Washington municipal corporation

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

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

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

TENANT:

PACIFIC WEST RAIL FOUNDATION,  
a Washington nonprofit corporation

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

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

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

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and he/she/they acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at \_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and he/she/they acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at \_\_

My appointment expires \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

[to be attached]

EXHIBIT B  
PERMITTED EXCEPTIONS

[to be attached]



EXHIBIT C  
PUBLIC BENEFITS

- 1) Creation and operation of a new tourist destination and point of attraction for local residents and guests, which shall be open during the Operating Hours, provided, however, Tenant may, in its reasonable discretion, offer limited hours in which it is open to the public on holiday adjacent days (e.g. New Year's Eve, Christmas Eve, Friday following Thanksgiving).
- 2) Driving additional economic activity to City businesses, including restaurants, hotels, and retail stores, thereby promoting the prosperity of the business community and increasing City tax revenues. Provided, however, for the purposes of clarity and the avoidance of doubt, Tenant makes no representations related to any level of additional economic activity and shall have no obligation regarding the same (other than operating the Museum as contemplated herein).
- 3) During the Term, Tenant agrees to make the Museum available to Landlord for Landlord-planned events up to two (2) times per calendar year ("City Events"). Landlord shall be responsible for the costs of the City Events, provided, however, there shall be no event fee, license fee, or other amount due to Tenant unless the parties mutually agree otherwise. The parties acknowledge and agree that each City Event shall not exceed eight (8) hours, inclusive or set-up and take-down time. Landlord and Tenant shall reasonably cooperate with each other to schedule the City Events, and Museum will be closed to the public during each City Event. Landlord shall comply with Tenant's reasonable rules and regulations during City Events.

## VIABILITY

The Pacific West Rail (PWR) project team includes members with extensive museum development and operations experience, including some who are also local residents with deep community connections to the Snoqualmie Valley, providing longevity to the museum team.

### PWR Museum Team

- **Howard & Peggy Lovering:** Howard joined the Boeing Museum of Flight in 1977 as its first full-time staffer and was later named executive director. He is credited with developing the museum into a world-class facility, serving 500,000 visitors annually.
- **Matt Hayes:** Matt has over 13 years of museum leadership experience and is the current Director of the Boeing Museum of Flight.
- **John Ferguson:** John has over 30 years of museum leadership experience and is currently the Manager of Events and Corporate Membership at the Museum of Glass in Tacoma.
- **Andy Eccleshall:** Andy is a tenured Edmonds-based artist. He recently completed the Edmonds Roots mural (2020). For the project he collaborated – from concept to final drawings - with Native American artist and member of the Tulalip Tribe, Ty Juvenil.
- **Nicole Klein:** Nicole is ASUW Shell House Capital Campaign Manager for the University of Washington’s \$18.5 million capital campaign to restore the historic ASUW Shell House into a learning and gathering space for students and the community.
- **Bruce McCaw:** Bruce is a pioneer in the communications and cellphone industry sectors, co-founder of McCaw Cellular Communications that was sold to AT&T in the early 1990s. He is the chair of the Seattle Hotel Group. Bruce and his brothers’ sizeable donation funded the restoration of the Seattle Opera house, which is now named McCaw Hall in honor of his mother. He has also held roles with the Museum of Flight, Horizon Airlines and Alaska Air Group.
- **Kelly Coughlin:** Kelly is the CEO of the SnoValley Chamber of Commerce. She was previously the Executive Director of the Mt. Si Food Bank where she actively collaborated with the Chamber. In addition, Coughlin has a consulting company and grant writing experience.

The PWR Museum Project is privately funded and does not require a City capital investment. The extensive model railroad already exists and would be relocated to the museum building for the public to enjoy. At termination of the lease agreement, ownership of property improvements revert to the City.

The proposed project would develop the land parcel as a park with a museum in the Open Space (OS) District consistent with the provisions of the Final Plan and zoning. This open Space (OS) District is intended to provide areas appropriate for active and passive recreation and

certain institutional uses such as a museum. An institutional use, including museum is a conditional use permitted with the shoreline designation, Urban Floodplain Environment.

The project location at the Gateway to Snoqualmie on the corner of Railroad Ave/SR 202 and Snoqualmie Parkway is addressed in the Comprehensive Plan, as gateways serve as entrances to the city and its different areas and districts. Per the Comprehensive Plan, *“Protection and enhancement of gateways is important for preserving unique images for those traveling into and through the City, as they often present the first face and impression of a place.”*

Currently what visitors see at this gateway is a vacant, minimally maintained lot. The PWR Project would enhance this property and contain a visually appealing park and museum. The Comprehensive Plan also identifies this specific area as the *Gateway Neighborhood* noting it is *“reserved pending future development.”*

The project will be complementary to the popular Railway Museum train excursion, serving to further increase tourism tax revenue by drawing more visitors to our downtown corridor. The project also complements and expands on the railway history of Snoqualmie, which is a significant, established tourist attraction that supports the local business community. Additionally, the park component of the project provides an amenity for residents and visitors, and space for events and gatherings like the annual Christmas Tree lot.

The lease and development agreements help to ensure that project moves from concept, to design, to construction and provides safeguard to ensure the museum is completed.

## **CITY PRIORITIES AND GOALS**

The project supports identified City priorities, including ‘encouraging economic vibrancy,’ ‘bolstering neighborhood livability,’ and ‘enhancing quality of life.’ The project will help attract retail development to the City and supports efforts to increase economic development and tourism to bolster tax revenue that supports the general fund. It will also improve the streetscape at this highly visible location.

This project both creates and promotes the Snoqualmie brand identity supporting railway associated tourism initiatives and implementing another opportunity to expand recreational programs and activities for visitors and residents.

The project supports the Snoqualmie 2032 Comprehensive Plan Vision Plan of a *Healthy, Diverse Economy; a Distinctive Sense of Place; and Livable and Complete Community* by:

- 1) Promoting a diverse economic base that generates sufficient revenue to provide and maintain the facilities and services needed and expected by citizens.
- 2) Enhancing vibrant pedestrian-oriented retail districts with a recognized character distinctive to Snoqualmie rather than “anywhere USA.”
- 3) Promoting well-maintained public and private properties and infrastructure conveying a unified sense of community pride.

- 4) Enhancing a robust and well-integrated system of parks, open spaces, trails, activity venues, and programs, along with land use and community design strategies that encourage residents to maintain active, healthy lifestyles, enjoy the outdoors, and serve as worthy stewards of our natural environment.

### WHY NOW, WHY SNOQUALMIE?

PWR needs a permanent home. It had approached and considered other locations for its proposed museum, including neighboring North Bend and the City of Tacoma, but prefers Snoqualmie due to the beneficial location; team member ties to the City; and the significant, established tourism base revolving around the NW Railway Museum and Snoqualmie Falls.

This project, combined with upcoming improvements to the Centennial Trail, will provide improved connection between Snoqualmie Falls and downtown Snoqualmie, and offer a new tourist attraction along this route. Not only will the project support the City's economic development and tourism goals, but it will also provide an educational activity for Snoqualmie youth, while also creating a potential partnership opportunity with other Valley agencies.

### BENEFITS TO CITY AND RESIDENTS

- **Educational Model Railroad Exhibit:** PWR will provide the Northwest with its largest and best model railroad exhibit. The opportunity to be the best of its kind is rare to any community and a single, powerful ingredient for the success of the total attraction.
- **Interpretive Center of American History and Culture:** Importantly, PWR will interpret rail transportation history, technology, and culture, with public programs for visitors and students.
- **Educational Center:** The model railroad is a valuable technical and cultural resource, capable of inspiring and motivating students. Trained docents and staff will share information during tours, and informal programs will stress STEAM (Science, Technology, Engineering, Arts, Math) and support public education learning requirements.
- **Meeting and Business Venue:** The museum and its event and meeting facilities can be an adjunct to the convention and business activities of the Snoqualmie Corridor. Convention planners will find that PWR provides a valuable new venue for breakout meetings and social and cultural programs that can help attract business.
- **Regional Special Event Venue:** Cultural attractions have begun to establish their popularity as unique event locations, attracting various social, cultural, and entertainment events.
- **Community Meeting Place:** PWR will have a meeting room that groups can use, establishing the museum as a locus of community service. In addition, special arrangements for non-profit organizations, trade-out agreements with clubs, and nominal fees for space use will make PWR accessible for many good causes.

- **Entertainment and Shopping:** The entertainment of the miniature world is inviting. The specialty shop, decorated with a railroad and travel motif, will cater to a large segment of tourists. Day and night, inside and on the outdoor plaza, social and cultural events will add constant activity and color to the institution.
- **Destination Attraction:** With all the above elements working together, a synergism will create a powerful draw. This broad market service will establish PWR as a thriving destination attraction for the region, one that can bring new visitors to enhance the cultural community. PWR will enrich resident and visitor experiences in Snoqualmie.

## ALTERNATIVES SITE USES

There are limited uses allowed at this site that meet current zoning code. A viable, allowed-usage project for this City-owned property – one that also aligns with defined economic development and tourism goals of the Comprehensive Plan and City Council priorities - has not been presented to the City in nearly two decades. Given that the City has completed nearly all of its 20-year vision plans for the downtown core and enhanced downtown’s connection to Snoqualmie Falls, this project is an optimal fit. Additionally, as the City does not have funding to develop this parcel and the project team will fund it, the project will not require additional taxpayer dollars - which means the return on investment is significant.

Snoqualmie Venturing Crew 115 uses this land parcel for free each winter as the site of its annual Christmas Tree lot. The City recognizes the community’s connection to this holiday tradition and looks forward to exploring all alternative options that will continue to offer Christmas tree sales.

Along with hosting a Christmas Tree lot, the vacant parcel has also been used for PSE storage, as an overflow parking area, and as a staging area for construction projects and the Boeing Classic golf tournament. None of these uses are optimal, nor do they support the City’s Comprehensive Plan or Council priorities.

Nearly 20 years ago, a park was proposed for this site that included a railroad spur, train display, visitor’s center, and restroom. It was this project that resulted in paver bricks that currently cover a portion of the property. At that time a City consultant – Roger Brooks of Destination Development – who was helping create the long-term visioning plan for the downtown corridor to enhance tourism, advised that until the downtown revitalization work was complete, this type of park - in this location – was likely to serve as a place for visitors to stop and then head up Snoqualmie Parkway and leave, rather than draw them toward downtown. This is one of the reasons the project never made it to completion, along with a change in leadership at the Snoqualmie Valley Rotary.

## SNOQUALMIE TRIBE

The City met with the Snoqualmie Tribe “government to government” in March of 2023. While some members of the Snoqualmie Indian Tribe are not supportive of this project and wish for

the property to be developed into native grasslands, a request was made to set the museum back from the Snoqualmie River and Kimball Creek. The applicant has accommodated their setback request and actively looks forward to future discussions with the Tribe as designs for the open space develop.

Additionally, the City will administer all applicable land development regulations and require careful adherence to archeological standards while taking into consideration Snoqualmie Tribe feedback and comments throughout the development process. None of the project will infringe on the Two Sisters Return area – located on the opposite side of the wide, 4-lane Snoqualmie Parkway – nor the site line of Snoqualmie Falls, which is not visible from this city-owned land parcel.

The City feels the model train museum and park at this location support the Comprehensive Plan vision, City Council priorities and goals, and will improve the vacant site, making it a welcoming and visually appealing gateway to Snoqualmie. It will invite visitors to explore our City, supporting City and Tribal services and programs through additional visitation, hotel stays and tourism tax revenue. The proposed project and its environmentally sensitive design will improve this land parcel, complementing the adjacent open space area while blending seamlessly into our downtown and connecting it to Snoqualmie's history.

# PWR MODEL TRAIN MUSEUM PROJECT

## ADDITIONAL INFORMATION

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### MUTUAL SUPPORT FOR ECONOMIC DEVELOPMENT GOALS

The City and Snoqualmie Tribe have worked together over the past several years in a positive way to accomplish economic goals through the initial wastewater agreement; the recent wastewater amendment expanding volume and upgrades to the City's water reclamation facility capital to support the Snoqualmie Casino expansion and hotel addition; and the City's support for the Tribe's BIA application to transfer Salish Lodge & Spa and other properties from Fee to Trust. The City also supports the Snoqualmie Tribe's recent projects such as the remodel of the Snoqualmie Falls Gift Shop and Visitor's Center; and a new awning structure and remodel at the Salish Lodge & Spa. Even with the close proximity of some of these projects to Snoqualmie Falls, the City recognizes that economic goals and projects are critical to the fiscal vitality of the Snoqualmie Tribal government and the services provided to its tribal members.

The City believes the model train project will mutually benefit both the City and Snoqualmie Tribe economically by drawing tourists to Snoqualmie, where they can visit both train museums, the model train and NW Railway, and stay for lunch or spend the night in one of our local hotels. The location at Gateway Park will provide synergies between the model train and NW Railway, as the tourists will visit the "miniature" train museum, then ride a real train and visit the NW Railway Museum. The museums will draw a variety of generations, which will visit the site and have the opportunity to learn about ancestral lands movement and overall history of the Snoqualmie Tribe.

We sincerely hope the Snoqualmie Tribe will provide mutual support for the City's economic development goals for this gateway project. The movement of the Salish Lodge & Spa and other properties into Trust is a welcome development, but it also will impact the City's tax roll revenues, which in turn affects the City's financial ability to provide certain municipal services. We believe that both the City and the Snoqualmie Tribe have a mutual interest in the City maintaining current funding levels for municipal services. The model train museum is one means by which the City can encourage economic activity that will ultimately benefit both the City's interests as well as that of the Snoqualmie Tribe.

It is our goal and intent, as well as the applicant's, that this project and the land parcel honor the past while moving into the future, showing that history and development can co-exist by telling a historic and modern-day story.

The City values its relationship with the Snoqualmie Tribe and our cooperative efforts to promote the environmental integrity, cultural history, and economic vitality of the Snoqualmie Tribe and the City of Snoqualmie.

## CONVERSATIONS WITH THE SNOQUALMIE TRIBE

Through our conversations with the Snoqualmie Tribe, we have heard their concerns and are addressing these as described in the section “Responses from Applicant”.

### RESPONSES FROM APPLICANT:

**Project distance from Kimball Creek:** Olson Kundig Architects have come up with a design that pushes the building as close to Snoqualmie Parkway as possible, with the goal to respect Kimball Creek and the flora and fauna within. This area along the forest boundary deserves respect; providing an improved environment for plants and wildlife to thrive would be a part of our mission.

**Minimize Impact to Existing Vegetation:** From the earliest stage of the project, we've discussed the goal of using native vegetation for landscaping. We would seek the Snoqualmie Tribe's help and input in choosing the vegetation that would extend outward from the creek to the museum structure and campus. We believe the site could provide much greater vegetation than how it is currently utilized. We would greatly appreciate the Tribe's input for ways to showcase and educate the public on the importance of the different varieties of vegetation.

**Consider the impact railroads had on the Snoqualmie Tribe's way of life:** We believe there is an opportunity to educate the general public on the negative impact that railroads had on the Snoqualmie people, as well as other Native Americans throughout the country. We would seek the Tribe's help in telling this story, providing a space within the museum, on the campus, or in both locations, where this history could be told.

**Ancestral Lands Movement:** Being named Gateway Park, this site could provide a space for the Snoqualmie Tribe to share the importance of how to respectfully recreate on their ancestral lands throughout the valley and beyond. If the Tribe were interested, we would look to provide a highly visible space within the museum or campus to share how visitors can recreate on native lands in a respectful manner.

The City will administer all applicable land development regulations and require careful adherence to archeological standards while taking into consideration Snoqualmie Tribe feedback and comments throughout the development process. None of the project will infringe on the conservation easement area, nor the site line of Snoqualmie Falls, which is not visible from the land parcel.

The City and project applicant are happy to continue our dialog with the Snoqualmie Tribe on the project. There have been conversations with the Snoqualmie Tribe this year, in addition to the “government to government” meeting in March.

- **On March 1, 2023,** Mayor Ross met with Chairman De Los Angeles for coffee. One of the topics included the proposed model train project. The Chairman raised concerns about limited parking for the Snoqualmie Falls, if the model train



were to be located at Gateway Park. They discussed other parking options, better parking signage and a potential shuttle service that would service the Salish Lodge, model train, Historic downtown, and Snoqualmie Casino. Mayor Ross followed up with an email to Chairman de los Angeles providing more information on the model train including two videos regarding the model train project: 11+ minute video of the Northwest Trunk Lines model railroad and King 5's Evening segment about the model train.

- **On March 9** there was a virtual government to government meeting with Councilmember Castleberry and Jaime Martin, Mayor Ross, City Administrator Mike Sauerwein, and Councilmember Jim Mayhew. CM Castleberry raised concerns of proximity to Kimball Creek. He was also concerned about the potential increase in the amount of traffic it may cause. Jaime Martin stated the Tribe is against building on that lot, and wanted it restored to original prairie grass. She spoke to the history of impact railroads had on the Tribes, and proximity to a sacred space, the Snoqualmie Falls. Jaime provided an update that the Tribe was currently remodeling the gift shop located at the Falls. At the end of the meeting, a follow-up meeting was scheduled for March 29.
- **On March 14** Mayor Ross spoke with CM Castleberry on the phone regarding a variety of topics, including the model train.
- **On March 29** CM Castleberry sent an email at 2:38PM stating they have no updates on their end, so suggested canceling the meeting that was scheduled for 4pm. The meeting was cancelled.
- **On April 6** Mayor Ross had a meeting with CM Castleberry. Mayor Ross provided an update on the planning process for the model train, and talked about the importance of this location as it is the gateway and first impression of Snoqualmie after visiting Snoqualmie Falls and asked for the Tribes support on the project, or at least not oppose it.
- **On April 26** Mayor Ross spoke with Chairman de los Angeles at the State of the Cities and mentioned the model train project, asking for support of the project, or at least to not oppose it. The Chairman mentioned he would talk with his Council and would get back to her.
- **On July 20** Chairman de los Angeles responded with a letter to Mayor Ross opposing the project. Mayor Ross reached out to the Chairman on July 26 hoping to have a conversation and left a message that the City's response would be provided the next week.
- **On August 1** Mayor Ross sent a letter to Chairman de los Angeles with the City's response to the July 20 letter.

***The City Council looks forward to our meeting to further discuss this project with the Snoqualmie Tribal Chairman, Chief and Council on August 25.***

## **VIABILITY: PROTECTIONS TO ENSURE PROJECT COMPLETION AND OPERATION**

1) Section 4.4 the Notice to Proceed section of the development agreement contains conditions under which the museum may break ground. Specifically, it requires the

applicant, PWRF (Pacific West Railway Foundation), may issue its Notice to Proceed to its general contractor upon receipt of the following:

- (a) concurrence by the City Administrator that the Final Project Budget is consistent with the cost of completing construction of the Final Project Design, based on their review of the most recent construction cost estimates provided by PWRF;
- (b) the determination of the City Administrator, based on their review of the status of PWRF's fundraising efforts against its Fundraising Plan, that PWRF has timely access to sufficient funds from all available sources, including private individuals, corporations and foundations and public sources other than the City, to fully fund the cost of completing construction of the Project, as reflected in the Final Project Budget; and
- (c) concurrence by the City Administrator that (i) PWRF's general contractor has agreed to a guaranteed maximum price to construct the Project as represented in the Final Project Design and consistent with the Final Project Budget; and (ii) PWRF's contract with its general contractor provides for the requirements for construction under this Agreement.

2) Should the museum be unable to continue to operate, the building would revert to City ownership. The facility could then be leased for an approved use or operated by the City to serve as an events/conference space or cultural purposes.

## **GATEWAY LAND PARCEL BACKGROUND, ALLOWED USES**

The proposed project would develop the land parcel as a park with a museum in the Open Space (OS) District consistent with the provisions of the Final Plan and zoning. This open Space (OS) District intended to provide areas appropriate for active and passive recreation and certain institutional uses such as a museum. An institutional use, including museum is a conditional use permitted with the shoreline designation, Urban Floodplain Environment.

The project location at the Gateway to Snoqualmie on the corner of Railroad Ave/SR 202 and Snoqualmie Parkway is addressed in the Comprehensive Plan, as gateways serve as entrances to the city and its different areas and districts. Per the Comprehensive Plan, *"Protection and enhancement of gateways is important for preserving unique images for those traveling into and through the City, as they often present the first face and impression of a place."*

Currently what visitors see at this gateway is a vacant, minimally maintained lot. The PWR Project would enhance this property and contain a visually appealing park and museum. The Comprehensive Plan also identifies this specific area as the *Gateway Neighborhood* noting it is *"reserved pending future development."*

The project will be complementary to the popular Railway Museum train excursion, serving to further increase tourism tax revenue by drawing more visitors to our

downtown corridor. The project also complements railway history of Snoqualmie, which is a significant, established tourist attraction that supports the local business community. Additionally, the park component of the project provides an amenity for residents and visitors, and space for events and gatherings.

There are limited uses allowed at this site that meet current zoning code. A viable, allowed-usage project for this City-owned property – one that also aligns with defined economic development and tourism goals of the Comprehensive Plan and City Council priorities - has not been presented to the City in nearly two decades. Given that the City has completed nearly all of its 20-year vision plans for the downtown core and enhanced downtown's connection to Snoqualmie Falls, this project is an optimal fit. Additionally, the project team will fund it, the project will not require additional taxpayer dollars - which means the return on investment is significant. Snoqualmie Venturing Crew 115 has used this land parcel for free each winter as the site of its annual Christmas Tree lot. The City recognizes the community's connection to this holiday tradition and looks forward to exploring all alternative options that will continue to offer Christmas tree sales.

**Applicant Response:** PWR is still exploring a potential location on the site for Venturing Crew #115, the Christmas Tree Lot. As a longstanding tradition for many families within the area, we would do our best to offer a space for trees to be sold. The design process is still in its infancy, so no promises can be made, but we will do our best.

Historically, the vacant parcel has also been used for PSE storage, it provides overflow parking area for the Salish Lodge & Spa and the Snoqualmie Falls, and as a staging area for construction projects and the Boeing Classic golf tournament. None of these uses support the City's Comprehensive Plan or Council priorities. Nearly 20 years ago, a park was proposed for this site that included a railroad spur, train display, visitor's center, and restroom. It was this project that resulted in paver bricks that currently cover a portion of the property, as well as the railroad spur and rotary plow on display. At that time a City consultant – Roger Brooks of Destination Development – who was helping create the long-term visioning plan for the downtown corridor to enhance tourism, advised that until the downtown revitalization work was complete, this type of park - in this location – was likely to serve as a place for visitors to stop and then head up Snoqualmie Parkway and leave, rather than draw them toward downtown. This is one of the reasons the project never made it to completion, along with a change in leadership at the Snoqualmie Valley Rotary.

## **CONTRIBUTION TO LOCAL ECONOMY | DESIGN STANDARDS | TRAFFIC MITIGATIONS | SIGNAGE STANDARDS**

There have been some questions from Councilmembers pertaining to building design and land parcel landscaping standards. While valid concerns, many of these concerns

will be addressed as part of the City's established design review process administered by Community Development Department and the Planning Commission. Some of the concerns - traffic for example - are bigger than this project and may require offsite improvements to correct longstanding design features that contribute to downtown traffic congestion, as well as the regional traffic on SR202. The Parks & Public Works Department is currently considering several options to improve these downtown corridor design deficiencies and looks forward to bringing them forward to Council for review and consideration. If there are design elements or standards that the Council believes are essential for this project but which are not reflected in current City Code, the Council can propose to include those additional elements and/or design standards in the Development Agreement (subject to the applicant's assent), so that the Design Review Board can apply them when conducting the design review process provided in the code and required by the agreement.

**Conceptual Building Design Applicant Response:** The initial designs are very preliminary and will be refined during the established design review process. One of the reasons for the long, flat wall in the conceptual design is the exhibit within. The model railroad scenery is very susceptible to UV damage, and reducing natural light will help to preserve the exhibit. That said, this is still very early in design. We are extremely open to building and landscape design that improve the overall feel and experience. We continue to see this project as a partnership, one in which the city, tribe and community provide feedback.

## **MUSEUM NAME AND OUTDOOR STAGE CLARIFICATION**

There has been a concern that the museum name – Pacific West Railway Museum – is similar to the Northwest Railway Museum and could cause confusion for tourists. The applicant responded to the City Council at its July 31 Special Meeting, explaining that considerable costs had already been incurred establishing the nonprofit.

The applicant was, though, willing to consider other, including opportunities to brand with a tag line indicating “model train” and on website and collateral materials, this tagline would be clearly stated to provide additional clarity.

**Applicant Response:** We've altered our name from Northwest Trunk Lines to Pacific West Rail. The museum would use a tagline, "A Miniature Train World" or something similar that would explain that this is very different from the established NWRM just down the road. This tagline could appear on our building, website, and other locations. We would also look to provide signage, QR codes and docent training to help navigate visitors to the Northwest Railway Museum.

The project's preliminary site plan does not contain plans for an outdoor stage component. If it had, this issue would be resolved through the City's established development process. Additionally, section 5.1 of the Ground Lease permits these specific property uses: “Tenant shall use the Premises for Museum purposes (including the display of Museum Property, and cultural, educational, and special events), ancillary purposes (including cafe and gift shop), functions and events hosted or sponsored by

Tenant, and related office, educational, research, administrative, storage, and back-of-house uses only.” This ground lease language would not support public assembly uses at an outdoor stage.

### **Outdoor Stage & Seating**

The project’s preliminary site plan does not contain plans for an outdoor stage component. If it had, this issue would be resolved through the City’s established development process.

**Applicant Response:** There are no plans to provide an outdoor stage. The seating that is provided outdoors is more of what one would find within a park environment, not for any performance. There may have been some confusion with the steps leading up to the museum, as this may have appeared as if they were providing a stage for performances. The reason for the steps is that the building can be pulled closer to the rail line if we go with that design. Olson Kundig Architects can provide further details.

## **CITY COUNCIL PRIORITIES AND GOALS**

The project supports identified City Council priorities, including ‘encouraging economic vibrancy,’ ‘bolstering neighborhood livability,’ and ‘enhancing quality of life.’ The project will help attract retail development to the City and supports efforts to increase economic development and tourism to bolster tax revenue that supports the general fund. It will also improve the streetscape at this highly visible location.

This project both creates and promotes the Snoqualmie brand identity supporting railway associated tourism initiatives and implementing another opportunity to expand recreational programs and activities for visitors and residents.

The project supports the Snoqualmie 2032 Comprehensive Plan Vision Plan of a *Healthy, Diverse Economy; a Distinctive Sense of Place; and Livable and Complete Community* by:

- 1) Promoting a diverse economic base that generates sufficient revenue to provide and maintain the facilities and services needed and expected by citizens.
- 2) Enhancing vibrant pedestrian-oriented retail districts with a recognized character distinctive to Snoqualmie rather than “anywhere USA.”
- 3) Promoting well-maintained public and private properties and infrastructure conveying a unified sense of community pride.
- 4) Enhancing a robust and well-integrated system of parks, open spaces, trails, activity venues, and programs, along with land use and community design strategies that encourage residents to maintain active, healthy lifestyles, enjoy the outdoors, and serve as worthy stewards of our natural environment.

## **WHY NOW, WHY SNOQUALMIE?**

PWR needs a permanent home. It had approached and considered other locations for

its proposed museum, including neighboring North Bend and the City of Tacoma, but prefers Snoqualmie due to the beneficial location; team member ties to the City; and the significant, established tourism base revolving around the NW Railway Museum and Snoqualmie Falls.

This project, combined with upcoming improvements to the Centennial Trail, will provide improved connection between Snoqualmie Falls and downtown Snoqualmie, and offer a new tourist attraction along this route. Not only will the project support the City's economic development and tourism goals, but it will also provide an educational activity for Snoqualmie youth, while also creating a potential partnership opportunity with other Valley agencies.

## BENEFITS TO CITY AND RESIDENTS

- **Educational Model Railroad Exhibit:** PWR will provide the Northwest with its largest and best model railroad exhibit. The opportunity to be the best of its kind is rare to any community and a single, powerful ingredient for the success of the total attraction.
- **Interpretive Center of American History and Culture:** Importantly, PWR will interpret rail transportation history, technology, and culture, with public programs for visitors and students.
- **Educational Center:** The model railroad is a valuable technical and cultural resource, capable of inspiring and motivating students. Trained docents and staff will share information during tours, and informal programs will stress STEAM (Science, Technology, Engineering, Arts, Math) and support public education learning requirements.
- **Meeting and Business Venue:** The museum and its event and meeting facilities can be an adjunct to the convention and business activities of the Snoqualmie Corridor. Convention planners will find that PWR provides a valuable new venue for breakout meetings and social and cultural programs that can help attract business.
- **Regional Special Event Venue:** Cultural attractions have begun to establish their popularity as unique event locations, attracting various social, cultural, and entertainment events.
- **Community Meeting Place:** PWR will have a meeting room that groups can use, establishing the museum as a locus of community service. In addition, special arrangements for non-profit organizations, trade-out agreements with clubs, and nominal fees for space use will make PWR accessible for many good causes.
- **Entertainment and Shopping:** The entertainment of the miniature world is inviting. The specialty shop, decorated with a railroad and travel motif, will cater to a large segment of tourists. Day and night, inside and on the outdoor plaza, social and cultural events will add constant activity and color to the institution.
- **Destination Attraction:** With all the above elements working together, a synergism will create a powerful draw. This broad market service will establish

PWR as a thriving destination attraction for the region, one that can bring new visitors to enhance the cultural community. PWR will enrich resident and visitor experiences in Snoqualmie.

- **Visitor’s Center and Event Space:** Per the City’s request, the applicant will incorporate some type of visitor’s center into the museum, as well as event space. The visitor’s center will share Snoqualmie Valley history, tourist attractions, and direct visitors to City retail areas. The event space will provide additional space for meetings and community events, which is greatly needed in the Snoqualmie Valley.

## **DEVELOPMENT AGREEMENT CLARIFICATIONS**

There has been concern expressed by Council regarding approval of the project’s final design – that the final design could be different that the design presented to Council and incur a different cost.

Language in the proposed development agreement addresses these concerns:

### **Section 3.2.1 addresses applicant (PWRF) Funds and Fundraising.**

(a) As reflected in Exhibit D, the Preliminary Project Budget currently totals between Twenty-two Million Nine Hundred Ninety-Five Thousand Fifty to Thirty Million Five Hundred Sixty-four Thousand Five Hundred Dollars (\$22,995,050 – \$30,564,500) to complete the development and construction of the Project, to be provided from all available sources. PWRF will be responsible for securing the funding needed to fully fund the eventual Final Project Budget, increased, or decreased as appropriate resulting from scope, design and schedule changes and any cost overruns, all as provided herein. PWRF’s fundraising commitment shall be increased to reflect the additional cost of any financing necessary to ensure the availability of funding as needed during construction of the Project (above the projected cost of any such financing reflected in the Final Project Budget). PWRF agrees to use its best efforts to secure commitments from private individuals, corporations and foundations, and governmental sources (other than the City) for such funds on a schedule consistent with its Fundraising Plan, attached hereto as Exhibit E. PWRF’s success in achieving its fundraising objectives shall be evaluated by the City Administrator when making their determinations under Section 4.4. Such evaluation shall include review of PWRF’s private sector donor pledges, pledge payment experience and such other relevant information the City Administrator may reasonably require. PWRF’s private sector donor pledges will be reviewed by the City Administrator under procedures to protect the confidentiality of donors and PWRF donor-related information to the extent possible. PWRF will submit to the City Administrator a copy of the pledges in a form acceptable to the City Administrator, with donor names verified by the City Administrator but omitted from the copy submitted. The City Administrator will approve a pledge if it is from a person or entity of substantial net worth in relation to the amount pledged and the City Administrator knows of no reason the pledge will not be honored.

**(b)** If requested by PWRF, the City will consider providing financing or credit enhancement for PWRF financing that may be needed to bring City-approved pledges forward to facilitate commencement of construction.

**(c)** If PWRF determines that, its best efforts notwithstanding, it is unlikely to be able to secure sufficient funding to complete the Project as presently conceived and as represented in the Preliminary Project Design, it shall so advise the City. The Parties shall confer and determine whether a mutually agreeable alternative project may be constructed and operated within projected reasonably available resources. In the event the Parties concur that such an alternative project would be mutually acceptable, the requirements of this Agreement may be modified to reflect such a modified project, including revising the Project design, budget, and schedule for completing it, as appropriate. If the Parties cannot achieve concurrence on such an alternative project, particularly if the PWRF concludes, in its sole discretion, that its fundraising efforts are unlikely to yield sufficient resources to construct any project that would fulfill its vision and aspirations, this Agreement shall be terminated, as provided in Section 6.16.2.

Section 4.2.1 addresses the design process, placing design review and approval with the Planning Commission or the "City Design Review Board." Section 4.2.1 states "City Design Review and Approval. Sequential, major phase design documents (including schematic design, design development and permit documents) shall be reviewed and approved by the City Design Review Board, which approval shall not be unreasonably denied, conditioned, or delayed. The Project's Preliminary Project Design is attached hereto as Exhibit C. Upon the City Design Review Board's approval of the Project's one hundred percent (100%) construction documents, such documents shall constitute the Final Project Design for purposes of this Agreement. The Final Project Budget for construction of the PWR Museum consistent with the Final Project Design shall be determined by PWRF and is subject to the approval of the City as provided in Section 4.4.

If the Council believes that the City's current codes and design standards are insufficient or do not contain desired criteria for approval of this museum project, the Council can propose to include additional elements and/or design standards in the Development Agreement (subject to the applicant's assent), so that the Design Review Board can apply these standards when conducting the design review process provided in the code and required by the agreement.

Section 4.2 addresses design changes. Section 4.2.2 Material Change states: Any material changes to the Final Project Design require the prior approval of the City Design Review Board, which approval shall not be unreasonably withheld or delayed. A material change is any change estimated to cost Two Hundred Thousand Dollars (\$200,000) or more to complete and that, in the reasonable determination of the City Administration, materially affects the design, function or utility of the Project, including but not limited to elimination or addition of a significant element or feature; discernible or functional alteration in the quality or projected performance of any significant feature or



system; or any significant change in the use or appearance of any major space or component. PWRF shall notify the City Administrator of any proposed material changes. Any dispute between the Parties as to whether a proposed change is material shall be resolved in favor of requiring the City Design Review Board's approval. Before PWRF gives its construction contractor its Notice to Proceed with construction, the Parties shall develop a process under which any proposed material changes shall be reviewed by the City Design Review Board, including a timeline for such review designed to minimize potential delays in completing the Project consistent with the Final Project Schedule. Nothing in this paragraph shall be construed as limiting the authority of the City to approve or disapprove proposed changes to the Project when acting in its regulatory capacity. This development agreement section delegates approval authority for material changes to the Planning Commission.

## **GROUND LEASE CLARIFICATIONS**

Council has expressed concern that the proposed ground lease does not guaranty a museum will be built on the city-owned land parcel. Section 5.1 of the Ground Lease states: Use. Tenant shall use the Premises for Museum purposes (including the display of Museum Property, and cultural, educational, and special events), ancillary purposes (including café and gift shop), functions and events hosted or sponsored by Tenant, and related office, educational, research, administrative, storage, and back-of-house uses only. Section 3.5 also specifically requires when the museum must be open to the public.

Additionally, Section 3.4 of the ground lease – Public Benefits – requires that a museum be constructed, through the “identification of and Tenant's commitment to the ongoing provision of certain public benefits as described herein. In fulfillment of Tenant's commitment, from and after the Opening Date, Tenant shall, subject to casualty, Force Majeure and any renovations, operate or cause to be operated the Museum and shall perform or ensure the provision of certain Public Benefits identified in Exhibit C during the Term of this Lease, all at no cost to Landlord.”

Council has expressed concern regardless the ground lease start/effective day and whether it should be when the design is approved, and all construction funds secured. The ground lease starts on the “Commencement Date”, which is defined in Section 1.3 to be the date when construction starts after the Notice to Proceed is delivered. A notice to proceed would not be issued until the design is approved and funds have been secured. The development agreement addresses fundraising language and is referenced in Section 2.3 Termination of Development Agreement: “The parties acknowledge and agree that the Development Agreement contains certain termination rights and that in the event the Development Agreement is terminated this Agreement shall terminate concurrently.”

Council has addressed concern that since the lease becomes effective almost immediately, would the city lose the ability to use the land parcel – e.g., equipment staging, nonprofit uses, overflow parking - before the museum project construction

commences. As noted above, the lease does not begin until the Commencement Date, which is when construction begins. The City also has a verbal commitment from the applicant for continued usage during project fundraising.

**Should the liability insurance increase over time?:** We asked WCIA to recommend appropriate insurance requirements for both the Lease and the DA. We incorporated their recommendations. But your point about the length of the lease is a good one and we can inquire about options for adjusting the minimum liability limits over the 50-year term to reflect increases in potential exposure. Note, too, that this provision is a mandatory minimum insurance provision. PWRF has its own economic incentives to maintain adequate liability coverage for its own operations at the museum throughout the course of the lease term so as not to be exposed to huge risk of financial loss.

**Should property insurance prohibit self-insurance and specify maximum deductible levels?** The lease does not allow full “self-insurance.” Section 4.3 requires the tenant to maintain a “standard form property insurance policy” on both the Improvements (i.e., the building) and the Museum Property (i.e., the exhibits). The Improvements insurance policy must provide 100% replacement cost coverage. The policy also must have a “commercially reasonable deductible” (some policies refer to the deductible as a “self-insured retention”). In other words, the deductible cannot be so high that it would be commercially unreasonable to expect the foundation to be able to pay it from its budget. The “Museum Property” insurance requirements are a little more flexible because the exhibits belong, and will always belong, to the foundation. The lease allows some flexibility in determining the level of “replacement value” property coverage for what are very unique assets that are extremely difficult to value and may, in a practical sense, be impossible to truly “replace.”

**Should lessee and its assets liability exemption be removed?** The City is not waiving claims against the museum. Section 4.6 says that the City will not have recourse for damages or indemnification against the “Museum Property” (i.e., the model train exhibits) or its endowment/pledges or against the officers/trustees/etc. personally. The City would have recourse to insurance coverages/proceeds in the event the foundation fails to pay a damages claim or indemnification owed to the City. We can ask to revise this if the Council feels these protections are insufficient (i.e., we could request that the City have recourse against museum operating revenue and/or donations or endowments for operating expenses).

**Should non-minor changes in building and premise uses be approved by Council?** Section 6.1 of the lease – Alterations - states, “At any time and from time to time during the Term, Tenant may make, at its sole cost and expense and without the prior consent of Landlord, Alterations to the Improvements, provided that Landlord shall have the right to consent to any major re-development of the Improvements after construction of the Museum, provided further that such consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for obtaining permits necessary for any repairs, replacements, or Alterations. No change or

alteration to the Premises or the Improvements shall be undertaken until Tenant shall have procured all required permits, licenses, and authorizations for such alterations. All changes and Alterations shall be made in a good and workmanlike manner and in compliance with all Legal Requirements.” The applicant/tenant is still subject to permits and plan review that same every building in the City and significant alterations to the exterior of the structure would trigger Planning Commission review, which is established in the City’s design review process.

The intent of this Section 6.1 is to allow the foundation to modify the exhibits and make minor alterations to the structure and grounds without having to through a full Design Review Board process. “Major redevelopment of the Improvements” – i.e., significant changes to the design of the structure and grounds—would require City approval. The City must be reasonable in its consideration, processing, and conditioning of any consents to “major redevelopment” proposals. All alterations to the building and premises that would require a permit must go through the permitting process, just as with other landowners and tenants in the City.

**Should lease transfers require City Council approval?** Section 12.1 does not allow transfer to be approved by staff. Transfers under 12.1 require “written consent of Landlord.” The City is the landlord, and the City Council is the body within the City that has the authority to approve leases and transfers of City property.



**BUSINESS OF THE CITY COUNCIL  
CITY OF SNOQUALMIE**

**AB23-101  
August 14, 2023  
Consent Agenda**

**AGENDA BILL INFORMATION**

<b>TITLE:</b>	AB23- 101 Purchase of Community Park Splash Pad Equipment and Installation from Aquatix by Landscape Structures, Inc.	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:  <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
	<b>PROPOSED ACTION:</b>	
	Adopt Resolution No. 1661 Approving Purchase Order of Splash Pad Equipment and Installation from Aquatix by Landscape Structures, Inc.	

<b>REVIEW:</b>	Department Director/Peer	Mike Chambless	8/7/2023
	Finance	Drew Bouta	7/27/2023
	Legal	David Linehan	8/4/2023
	City Administrator	Mike Chambless	8/7/2023

<b>DEPARTMENT:</b>	Parks & Public Works		
<b>STAFF:</b>	Patrick Fry		
<b>COMMITTEE:</b>	Parks & Public Works	<b>COMMITTEE DATE:</b> August 8, 2023	
<b>MEMBERS:</b>	Ethan Benson	Bryan Holloway	Jo Johnson
<b>EXHIBITS:</b>	1. Resolution No. 1661 2. Sourcewell Documentation 3. Purchase Order with Landscape Structures 4. Splash Pad Designs		

<b>AMOUNT OF EXPENDITURE</b>	\$ 1,490,288
<b>AMOUNT BUDGETED</b>	\$ 1,500,000
<b>APPROPRIATION REQUESTED</b>	\$ 0

**SUMMARY**

**INTRODUCTION**

This agenda bill seeks approval of a purchase order with Aquatix by Landscape Structures, Inc. for SplashPad design, features, mechanical components, and complete installation of the equipment at Community Park. The purchase will be made through a SourceWell Cooperative Purchase Contract and includes construction costs associated with the installation of the equipment and features.

**LEGISLATIVE HISTORY**

Council approved the construction of a \$1.5 Million Sprayground at Community Park in the 2023-2028 Capital Improvement Plan. The entire project is scheduled to be completed in 2024.

**BACKGROUND**

A sprayground (Splashpad) would create a focal point for the community. Its multi-purpose design would allow children to cool off in the sprayground, and residents to attend concerts and other activities in its amphitheater-like setting during the warm summer. This new amenity will further connect Community Park to retail establishment.

**ANALYSIS**

For the purchase of the playground and water play equipment, the City is using the Sourcewell purchasing and service cooperative. The use of Sourcewell is consistent with the City’s procurement policies under SMC 2.90.020. The City has used Sourcewell in the past, most recently when purchasing the Fire Pumper Truck and All-Inclusive Playground. The benefits of purchasing through Sourcewell include pre-qualification of vendors, streamlined procurement, and reduced pricing.

**BUDGET IMPACTS**

Administration recommends approving a purchase order with Aquatix by Landscape Structures in the amount of \$1,490,288 to design, procure, and install a splash pad at Community Park. The City incorporated the Community Park Sprayground Project into the 2023-2028 Capital Improvement Plan (CIP) (see Exhibit #5) for a total project budget of \$1,500,000 and the 2023-2024 Biennial Budget for the same amount. There have been no expenditures and no contracts approved for the project to-date. When accounting for the value of this contract, the only one for the project, the City will have a remaining project budget of \$9,712. Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget (Non-Utilities Capital Fund #310) to fund the contract.

**Community Park Sprayground Project**

	Life-of-Project Budget <i>(Single Biennium)</i>	2023-2024 Biennial Budget
<b>Beginning Budget</b>	\$ 1,500,000	\$ 1,500,000
<b>Expenditures</b>	\$ -	\$ -
<b>Outstanding Contract Value</b> <i>(Previously Approved)</i>	\$ -	\$ -
<b>Current Available Budget</b>	\$ 1,500,000	\$ 1,500,000
<b>Value of this Purchase Order</b> <i>(AB23-101)</i>	\$ (1,490,288)	\$ (1,490,288)
<b>Available Budget after AB23-101</b>	\$ 9,712	\$ 9,712

**NEXT STEPS**

Following adoption of the resolution and purchase order will be executed by Landscape Structures, Inc. and the Mayor. Following approval of the purchase Parks and Public Works will work to get the construction and site preparation of the Splashpad to ensure construction in the Spring of 2024.

**PROPOSED ACTION**

MOVE to adopt Resolution No. 1661 approving a purchase order with Aquatix by Landscape Structures, Inc. for Splash Pad Equipment and Installation.

**RESOLUTION NO. 1661****A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON AWARDED A CONTRACT FOR COMMUNITY PARK SPLASHPAD EQUIPMENT & CONSTRUCTION TO AQUATIX BY LANDSCAPE STRUCTURES, INC.**

**WHEREAS**, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

**WHEREAS**, pursuant to RCW 39.34.030 and guidance from the Office of the Washington State Auditor, local government agencies may use another public agency's active contract for purchases of products, services or public works as long as the "awarding agency" follows its own bid requirements and posts the bid or solicitation notice on a website for purposes of public notice; and

**WHEREAS**, Snoqualmie Municipal Code Section 2.90.020 allows the purchase of materials, supplies and equipment (including capital equipment) through a purchasing cooperative, interlocal agreement or formal competitive bid; and

**WHEREAS**, Sourcewell is a State of Minnesota local government agency and service cooperative that provides centralized procurement services to participating agencies; and

**WHEREAS**, the City of Snoqualmie is a participating agency of the Sourcewell service cooperative; and

**WHEREAS**, on November 10, 2020, Sourcewell published a Request for Proposal (RFQ #010521) for Playground and Water Play Equipment with Related Accessories and Services, and received proposals from 25 vendors; and

**WHEREAS**, Sourcewell's Proposal Evaluation Committee evaluated and ranked the 25 vendors according to criteria that included, among other things, pricing, warranty, and conformance to RFP requirements, and recommended an award of a Sourcewell contract to the 6 highest-ranked vendors; and

**WHEREAS**, Landscape Structures, Inc. was one of the top two ranked vendors; and

**WHEREAS**, Sourcewell has a contract with Landscape Structures, Inc. for playground and water play equipment under Solicitation Number RFP #010521, for a term that runs through February 17, 2025; and

**WHEREAS**, Sourcewell followed all bidding requirements in issuing RFP #010521 and posted it on its website for purpose of public notice; and

**WHEREAS**, City Staff and the Parks and Events Commission recommend Aquatix By Landscape Structures, Inc. as the preferred vendor; and

**WHEREAS**, the City Council of the City of Snoqualmie has determined that it is in the interest of the City and its residents to use the Sourcewell contract with Aquatix By Landscape Structures, Inc. for the Community Park Splashpad,

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

**Section 1.** The purchase order contract for the Community Park Splashpad Equipment and Construction is awarded to Aquatix by Landscape Structures, Inc.

**Section 2.** The Mayor is authorized to execute a purchase order in the amount of \$1,490,228 with Aquatix By Landscape Structures, Inc.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 28<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Katherine Ross, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Deana Dean, City Clerk

\_\_\_\_\_  
David Linehan, Interim City Attorney



**RFP #010521**  
**REQUEST FOR PROPOSALS**  
**for**  
**Playground and Water Play Equipment with Related Accessories and Services**

**Proposal Due Date: January 5, 2021, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	November 10, 2020
Pre-proposal Conference:	December 3, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	December 23, 2020, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>January 5, 2021, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	January 5, 2021, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"



## I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. EQUIPMENT, PRODUCTS, AND SERVICES**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### **B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Playground and Water Play Equipment with Related Accessories and Services, including, but not to be limited to:

- a. Playground equipment, site furnishings, site amenities, and accessories;

- b. Water play and aquatic recreational structures and equipment, such as splash pads, waterparks, waterslides, playable fountains, ground sprays and activity towers;
  - c. Playground surfacing and fall protection, and water play and aquatic recreational surfacing; and,
  - d. Services related to the solutions described in subsections 1. a. - c. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- 1. Athletic Surfacing with Related Materials, Supplies, Installation, and Services (RFP #060518)
  - 2. Athletic and Physical Education Equipment and Supplies with Related Accessories (RFP #071819)
  - 3. Flooring Materials, with Related Supplies and Services (RFP #080819)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$70 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

## G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

#### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

### V. RFP PROCESS

#### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

#### B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

#### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

#### F. PROPOSAL WITHDRAWAL

Rev. 2/2020

Sourcewell RFP #010521  
Playground and Water Play Equipment with Related Accessories and Services

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Prior to the proposal deadline, a Proposer may withdraw its proposal.

#### G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

#### B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;

- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



11/12/2020

Addendum No. 1

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

We manufacture site amenities such as tables, bollards, benches, trash receptacles and more. We do not manufacture playgrounds or water play equipment. Based on this, can we bid as a provider of the equipment and installation of our product scope?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services).

**Question 2:**

Do we need to be able to provide all the items listed in the Requested Equipment, Products, or Services to respond to the RFP?

**Answer 2:**

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed ... to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible products or services within the scope of the solicitation to be considered for award.

Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/12/2020, is required at the time of proposal submittal.



11/13/2020

Addendum No. 2

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

We are a manufacturer's representative in New York. Will that disqualify us from an award?

**Answer 1:**

A proposer is not required to cover every geographic region to be considered for award. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Participating Entities. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details. Each proposal is evaluated based on the criteria stated in the RFP.

**Question 2:**

Are you looking for pour in place rubber surfacing? This will be hard to provide, as it is dependent on the equipment being used for fall height and location of the playground or park.

**Answer 2:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the Requested Equipment, Products, or Services for this solicitation.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/13/2020, is required at the time of proposal submittal.



11/19/2020

Addendum No. 3

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is this RFP the same as the previous Recreation and Playground Equipment, Accessories, and Supplies contract that expires on 4/14/21?

**Answer 1:**

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/19/2020, is required at the time of proposal submittal.





12/7/2020

Addendum No. 4

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

We are a manufacturer with dealers and sales partners in many states and provinces. If awarded a contract, are we able to assign the contract to the local partner so that we do not need to be registered to collect tax in every state and province?

**Answer 1:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/7/2020, is required at the time of proposal submittal.



12/18/2020

Addendum No. 5

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is Table 5 required for submission? Will bid be considered incomplete without it?

**Answer 1:**

It is left to the discretion of each proposer to determine the documentation necessary to satisfy all the requirements included in the questionnaire tables. All proposals are evaluated based on the criteria as stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/18/2020, is required at the time of proposal submittal.



12/22/2020

Addendum No. 6

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Can we email our financial statements to a procurement representative for review rather than submitting in the portal?

**Answer 1:**

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

**Question 2:**

Are you selecting multiple suppliers for award?

**Answer 2:**

Refer to RFP Section VI. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.

**Snoqualmie Splash**  
Worksheet # 2301-11496-4

To:  
**City of Snoqualmie**  
38624 SE River Street  
Snoqualmie, WA 98065  
Michael Chambless | 425.996.5418  
MChambless@snoqualmiewa.gov

Project Location:  
**Snoqualmie Community Park**  
35016 SE Ridge St  
Snoqualmie, WA 98065



Owner:  
**City of Snoqualmie**  
38624 SE River Street  
Snoqualmie, WA 98065

Ship To:  
**Snoqualmie Community Park**  
35016 SE Ridge St  
Snoqualmie, WA 98065

  
**aquatix.**  
 by landscape structures

Date	Lead Time	Proposal & Drawing #	Quoted By
July 14, 2023	16 to 18 weeks	1168696-01-04	John Larson 206.940.1108

WATER PLAY FEATURES

1 lot		per 'Water Play Features' on attached Aquatix Proposal #1168696-01-04, dated 7/14/2022	\$ 452,440.00
			\$ -

MECHANICAL COMPONENTS

1 lot		per 'Mechanical Components' on attached Aquatix Proposal #1168696-01-04, dated 7/14/2022	\$ 244,269.00
			\$ -

SERVICES

1 lot		per 'Services' on attached Aquatix Proposal #1168696-01-04, dated 7/14/2022	\$ 8,032.00
			\$ -

OPTIONAL SERVICES

1 lot		Sealed Engineered Stamped Drawings, by licensed PE in WA State	\$ 3,800.00
1 lot		System Startup and Training, on site supervision (1) factory direct technician for (2) days system start-up and training	\$ 4,000.00

OTHER

		Equipment Freight	\$ 31,101.00
		<b>Aquatix Equipment Total</b>	<b>\$ 743,642.00</b>

INSTALLATION | Based on Drawing/Plans/Submittal Packet #1168696-01-03, dated 3/13/2023


	per attached scope	Jobsite Prep/Mobilization/Survey	\$ 44,500.00
	per attached scope	Demolition of Existing Basketball Court	\$ 28,500.00
	per attached scope	Grading & Earthwork	\$ 87,350.00
	per attached scope	Plumbing & Drainage	\$ 134,000.00
	per attached scope	Concrete (per attached scope-of-work)	\$ 135,000.00
	per attached scope	Install Splash Pad Equipment	\$ 97,500.00
	per attached scope	Contingency	\$ -
	per attached scope	Kite Shade Install	\$ 24,500.00

ELECTRICAL | Based on Drawing/Plans/Submittal Packet #1168696-01-03, dated 3/13/2023

	Prime	Labor and material for installation of new 100 amp 120/208 volt single phase service for splash park pending load study.	
	Prime	Labor and material for installation of all raceways, conductors, terminations and testing.	
	Prime	Provide all electrical permits and inspections per city codes.	\$ 73,500.00

Prime Electric Exclusions: Coring & Scanning, Temporary Power & Lighting, Security Rough-in, Existing Code Violations, Escalating Material pricing, Utility Charges, Cutting Patching Painting, Sawcutting Trenching

Sourcewell Contract #010521-LSI [ City of Snoqualmie ID# 76498 ] Pricing Discount \$ (22,622.00)

<p>Issue Purchase Order to: <b>Aquatix by Landscape Structures, Inc.</b> attention: Aaron Skogen 601 - 7th Street South Delano, MN 55328-0198 aaronskogen@playsi.com 763.972.4978</p> 	<p>Send for processing to: <b>PlayCreation, Inc.</b> attention: John Larson 2104 SW 152nd Street, ste 1 Burien, WA 98166 JohnL@PlayCreation.com 206.932.6366</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Freight</b></td> <td style="width: 70%;">(see above)</td> </tr> <tr> <td><b>Sub Total</b></td> <td style="text-align: right;">\$ 1,368,492.00</td> </tr> <tr> <td><b>Tax 8.9%</b></td> <td style="text-align: right;">\$ 121,795.79</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 1,490,287.79</b></td> </tr> </table>	<b>Freight</b>	(see above)	<b>Sub Total</b>	\$ 1,368,492.00	<b>Tax 8.9%</b>	\$ 121,795.79	<b>TOTAL</b>	<b>\$ 1,490,287.79</b>
<b>Freight</b>	(see above)									
<b>Sub Total</b>	\$ 1,368,492.00									
<b>Tax 8.9%</b>	\$ 121,795.79									
<b>TOTAL</b>	<b>\$ 1,490,287.79</b>									

Please also sign signature page - page 7 (last page) of this proposal document

**APPROVAL** \_\_\_\_\_  
signature date PO#

Quote Based on 2023 Pricing V1 | Pricing Valid for 30 days from date listed above | see following pages for complete terms



# PLAY\* CREATION

## Scope-of-Work

Scope based on construction drawings as prepared by **Aquatix #1168696-01-03-C dated 3-13-2023**  
projected project duration = 3 months

### Notes

- Total Splash Pad Area (incl. apron) = 5907 ft<sup>2</sup>
- No. of Collector Boxes = 8 units
- Distance from collector boxes to water tank = 50 lf
- Splash Pad Area = 4471 ft<sup>2</sup>
- Apron Area = 1436 ft<sup>2</sup>
- Structures: single post up to 6ft height = 11 units
- Structures: single post up to 10ft height = 8 units
- Structures: large, multi-post structures = 4 units
- Ground sprays = 41 units

### Job/Site Preparation

- Safety Fence Around Site
- Erosion Control for Construction Site
- Portable Restroom
- Survey

### Demo

- Removal of existing asphalt court

### Earthwork

- Compact 18" Subbase
- Backfill Water Tank
- Removal of Vegetation and Top Soil - 6" depth
- Sub-cut Area for Granular Fill - 6" depth
- Excavate for Concrete Water Tank
- Excavate Major Plumbing Trenches
- Granular Fill for Subbase - 18" depth
- Pea Rock Fill for Water Tank 3/8" +- stone
- Excavator and Operator

### Plumbing

- Installation of all splash pad embed fixtures and route plumbing to equipment systems.
- All plumbing for splash pad is to be Sch. 80 pvc pipe and fittings.
- Installation of splash pad recirculation systems as outlined in Aquatix proposal.
- Installation of prefabricated equipment enclosure on top of concrete pad.
- Final hookup of water supply line to system mechanical float valve at water tank.
- Final hookup of waste piping from equipment systems and components.

### Concrete

- Construction of Splash Pad concrete area to be 6" thick, ½" rebar spaced 8" O.C. both ways, 3,500 psi concrete.
- Construction of Apron concrete area to be 4" thick, wire mesh reinforced
- Both Splash pad and apron to include Expansion joint and saw-cut joints as specified
- Concrete to be a standard grey color with medium broom finish.

### Electrical

- Required bonding for splash pad and mechanical systems.
- Main power connection to control panel (typically 230V, single phase 40-60amps and 120V, 20amps)
- Power distribution from control panel to submersible pump in water tank.
- Power distribution from control panel to activation devise.
- Power distribution from control panel to drain-to-waste valve.

### Exterior Splash Pad equipment

- Prep. mounting surface.
- Drill and epoxy mounting anchors.
- Mount structure and secure to splash pad.
- Trim-out acrylic attachments and base skirt with collar.

### Misc. Services

- Kite Shade Installation

## Proposal

<b>Dated:</b> 7/14/2023	<b>Project Name:</b> Snoqualmie Falls	
<b>Prepared For:</b> John Larson PlayCreation 206-932-6366 <a href="mailto:johnl@playcreation.com">johnl@playcreation.com</a>	<b>Aquatix Proposal Number:</b> 1168696-01-04	<b>Total GPM:</b> 648
<b>16 Week lead time on custom products after order is placed.</b>		

Dear John:

It is our understanding that Aquatix by Landscape Structures is to provide the following water play features for the above referenced project.

### Water Play Features

<u>Qty</u>	<u>Description</u>	<u>Model #</u>	<u>Unit Sales Price</u>	<u>Final Sales Price</u>
1	FlashFlood	AQ100743	\$44,655.00	\$44,655.00
1	RippleRun- SS	AQ101065	\$28,155.00	\$28,155.00
2	Foam Landing Pad 5' X 3'	AQ300537	\$3,105.00	\$6,210.00
1	Custom Grotto- GFRC		\$47,655.00	\$47,655.00
1	Custom AquaFalls Bear- GFRC		\$71,750.00	\$71,750.00
1	AquaLogs- GFRC	298705	\$20,725.00	\$20,725.00
4	AquaRock Large- GFRC	AQ100978	\$3,735.00	\$14,940.00
5	AquaRock Small- GFRC	AQ101002	\$3,475.00	\$17,375.00
1	Custom Big Foot- GFRC		\$49,000.00	\$49,000.00
1	Arch Jet Tunnel	AQ100082	\$4,690.00	\$4,690.00
6	Mini Pillar- SS	AQ101164	\$700.00	\$4,200.00
2	Side Wall Fan Spray- PVC	AQ100234	\$1,785.00	\$3,570.00
4	Side Wall Stream- SS	AQ100831	\$700.00	\$2,800.00
8	Stream Jet - SS	AQ101159	\$700.00	\$5,600.00
6	Triple Mist Nozzle	AQ101156	\$895.00	\$5,370.00
1	Custom Stump Slide		\$32,000.00	\$32,000.00
1	Custom Bear Slide		\$27,650.00	\$27,650.00
2	Pine Tree Shower	AQ100529	\$9,400.00	\$18,800.00
3	Tall Pine Bucket Shower	293248	\$15,765.00	\$47,295.00
				<b>\$452,440.00</b>

Water play feature design notes:

- All above water play features are to be the standard product of Aquatix by Landscape Structures.
- All ground spray features are imbed and installed prior to concrete being poured.
- Pricing reflects painted products. Brushed SS to have additional costs.
- \* Additional fees may apply for products to be powdercoated.
- \* Any surface finishes shown on renders are conceptual and provided by others.

**Recirculation System****\$244,269****1 Sand Filtration Skid**

A pre-plumbed, pre-wired, integrated filtration equipment system mounted on a finished skid. The skid to consist of main system control panel, filtration pump with integral hair and lint strainer, sand filtration system, automatic chemical treatment controller, gauges, and flow meter. System to be manufactured by Aquatix and be capable of 140 gpm filtration rates.

**1 Chemical Treatment**

To consist of Liquid Chlorine Pump, Liquid Acid Pump, and (2) 100 gallon Chemical Solution Crock. CAT controller manufactured by Hayward.

**1 Ultra Violet Disinfection System**

To consist of a ELP Delta UV disinfection unit that is housed in a HDPE enclosure, UL listed, NSF certified and cryptosporidium evaluated, and EPA registered. Unit has electronic controller that has UV monitors. Unit to be capable of the filtration flow rate of 140. To be provided loose. Plumbing and electrical connections by others.

**1 Feature Skid**

A pre-plumbed, pre-wired, integrated equipment system mounted on a finished skid. System to consist of a self-priming feature pump with integral hair and lint strainer, check valves, isolation valves, gauges, and flow switch. System to be manufactured by Aquatix and be capable 648 gpm feature flow rates.

**1 Distribution Manifold - Sequencing**

To consist of a Sch. 80 PVC distribution manifold with electric solenoid valves for sequencing on / off of water play elements and manual valves for adjusting water flows to water play elements. Solenoids and valves provided for field installation. \*Y strainers will be included if misting products are proposed. Sequencing only applies to (6) Mini Pillars and (8) Stream Jets.

**1 Pre-fabricated Water Reservoir**

To consist of a 4000 gallon concrete vessel complete with access hatch, access ladder, floating skimmer, water make-up float valve, overflow outlet, submersible pump out system, inlet loop manifold, pumps foot valves, and all piping and electrical connections specific to project design.

**1 Aquavator**

To consist of an stainless steel activation bollard with bulldog touch sensor that will signal a control panel to activate feature supply system for set duration of time.

**1 Control Panel - Sequencing**

To be an UL listed control panel with integrated color touchscreen that will provide complete operating system power distribution and system controls for a programmable sequencing splash pad system. Programmable features allow customization of hours of operation, feature sequencing, and activate water flow via a touch enabled activation device. System is also internet enabled to allow remote access (requires network connection, by others). Typical electrical requirements for sequencing recirculation systems are 230V 1Ph/60Hz and 120v 1/Ph 60hz

**2 Debris Chamber**

The Debris Waste Chamber is a pre-fabricated sump with removable stainless steel debris trap and motorized rain diverting valve that will open during splash pad non-use. Shall be constructed of ½ inch thick high density polypropylene with lockable access hatch.

**8 Drain Box**

To consist of a 13" diameter PVC sump and HDPE grate top. Each collector box has a nominal capacity of 120 gpm gravity supply to waste outlet

Mechanical system design notes:

- All mechanical components are per the described products below. If there are code requirements that have different product capabilities, Aquatix will need to be notified for a revised proposal. Aquatix is not responsible for specific code related requirements.

## Services

### Design & Construction drawings:

**\$8,032**

Item 9.

Including: All design and construction drawings for splash pad project construction to consist of construction of concrete pad, mechanical system, electrical and control systems, inbed spray fixtures / collector box installation details, water plays structure assembly / installation on concrete splash pad, equipment systems installation and hookups.

#### Splash Pad Design Notes:

1. Aquatix by Landscape Structures design services are based on ideal site locations and conditions.
2. Aquatix by Landscape Structures design services do not include soil corrections, demolition planning, site elevation plans, utility planning / design or relocation of utilities. (i.e. based on water, waste and power being available at designed area's of splash pad by others.)
3. All permits and costs of permits are not included in our splash pad design package.
4. Design package will be prepared based on Aquatix's interpretation of Local health code.
5. The fee for design services is non-commissionable.
6. Any additional drawings associated with project outside of splash pad to be made by others. (sidewalks, landscaping, electrical)

## Pricing Summary

**Total Price for Equipment as Described Above:**

**\$704,741**

**FOB Delano:**

**\$31,101**

### Optional Services (Non-Commissionable):

#### **Sealed Engineering Stamp**

**Add:**

**\$3,800**

Aquatix by Landscape Structures to have drawings stamped by a licensed PE in the State of project. Please note: Subsequent requests for additional revisions and PE Stamps can result in additional charges.

#### **System Startup and Training**

**Add:**

**\$4,000**

Aquatix by Landscape Structures to provide (1) factory direct technician for (2) day of system startup, balancing, and owner training. Aquatix requires 2-4 weeks advance notice depending on seasonal demand.

\*Aquatix by Landscape Structures offers on-site supervision and startup services at additional costs.

\*Water heaters are offered at additional costs.

\*Equipment Enclosures are offered at additional costs (otherwise mechanical equipment to be stored in above ground equipment enclosure, by others).



\*Terms of payment are Net 30. A deposit may be required dependent on receiving an LSI signed credit agreement and credit review

\*Proposal is subject to the attached terms and conditions.

\*Proposal and pricing valid for 30 days.

\*All pricing provided is in USD.

\*This proposal and pricing is based on our interpretation of the sections of the RFP or specification that have been made available to us. Exceptions have been noted where ever possible. In the event of a conflict between the language in the specification and the proposal, the language in the proposal takes precedence and is the basis of the proposed pricing. Aquatix by Landscape Structures reserves the right to reject any order based on differences in pricing. Aquatix by Landscape Structures reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time an order is tendered.

\*Aquatix by Landscape Structures will not initiate work with out a fully executed contract or purchase order. Fabrication will not be initiated until complete submittal approvals have been received.

\*Submittals will be provided upon receipt of a fully executed contract or purchase order.

\*The proposed equipment can generally be shipped within 10-12 weeks after receipt of completely approved submittals. Lead time will be updated at the time of order execution.\*

\*Custom equipment is subject to longer lead times.

\*Sales tax is not included in the prices quoted. All applicable Federal, State and Local sales or use taxes must be paid by the customer.

\*Freight is FOB Delano, MN.

\*RETURN POLICY: As an indication of our commitment to our customers, Aquatix by Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts, as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

If you have any questions or comments concerning this information, please feel free to call me at 763-972-4978. Thank you for the opportunity to bid on this project.

Sincerely,

Aaron Skogen  
General Manager

PO Number: \_\_\_\_\_ **\*\*Purchase orders shall be addressed to Landscape Structures**

Client Name: \_\_\_\_\_

Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Bill To Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Ship To Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Install Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Maintenance Name/Address: \_\_\_\_\_  
\_\_\_\_\_

**Point of Contact** Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Proposal Amount \$ \_\_\_\_\_

Sales Tax Amount \$ \_\_\_\_\_ (when applicable)

Final Contract Amount \$ \_\_\_\_\_

**\*\* Sales tax will be added to your invoice if no tax exempt or resale certificate is received**

Client Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print

The signing of this proposal hereby authorizes the client's acceptance of the above work as described.  
The client has read, understands and agrees with the terms and conditions of this proposal.

601 7th Street South  
Delano, MN 55328





## Terms of Sale

**PRICING:** Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

**TERMS:** To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

**TAXES:** Landscape Structures' list prices do not include applicable taxes, if any.

**WEIGHTS:** Weights are approximate and may vary.

**DELIVERY:** If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

**INSTALLATION:** All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

**SERVICE:** We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

**RETURN POLICY:** As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper<sup>®</sup> posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

**PRODUCT CHANGES:** Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

**PLEASE CONTACT US AT:**  
 Landscape Structures Inc.  
 601 7th St. South  
 Delano, MN 55328-8605  
 888.438.6574 (inside the U.S.A.)  
 763.972.5200 (outside the U.S.A.)  
 playsi.com

  
**landscape  
 structures<sup>®</sup>**

# Snoqualmie Falls

Splash Pad Design Proposal 7/14/2023

Presented by  
**John Larson**

PlayCreation  
(206) 932-6366

[johnl@playcreation.com](mailto:johnl@playcreation.com)



# Snoqualmie Falls

Design# 1168696-01-04 7/14/2023

Item 9.



# Snoqualmie Falls

Design# 1168696-01-04 7/14/2023

Item 9.

**PLAY+CREATION**









# Snoqualmie Falls

Design# 1168696-01-04 7/14/2023







\*Custom GFRC features shown on splash pad for reference.  
Refer to pages 12 and 13 for details.

# Snoqualmie Falls

Design# 1168696-01-04 7/14/2023

Item 9.

**PLAY+CREATION**





\*3D Rock slides shown on splash pad for reference.  
Refer to "Stump Slide" and "Bear Slide" for actual feature.

## Design Details

\*Surface finishes and/or site furnishings shown are conceptual and provided by others.

### Proposed Color Palette

#### Paint Colors



#### Acrylic Colors



#### Step Pad Color

### Project Details

#### Dimensions

100' x 100'

#### Total System Flow Rate

648 GPM

## Color Approval

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Colors shown are for representation purposes.  
Consult with your Representative for actual color swatches for final color selection.

## Log Falls with Standing Bear

**Design Details #362\_1169883-01-02**

Based on Aqua Falls  
Approximately 8' W x 30" x 9' in height  
Life-size GFRC Standing Bear - Bolts up to vertical log  
Includes squirrel, butterfly, dragonfly and lady bugs

**Construction Details**

Built with stainless steel tubing and rod  
Stainless steel 18 gauge expanded metal  
Coated with 1" sprayed (GFRC) sculptural concrete  
Painted with clear coat



Actual LSI GFRC sculptures - Reference pictures only



Conceptual design only and is subject to possible changes



Actual LSI GFRC sculptures - Reference pictures only

## Bigfoot

### Design Details #1169236-01-02

Approximately 4' L x 3' W x 8' H

GFRC Sasquatch with wooden bucket on earthy base

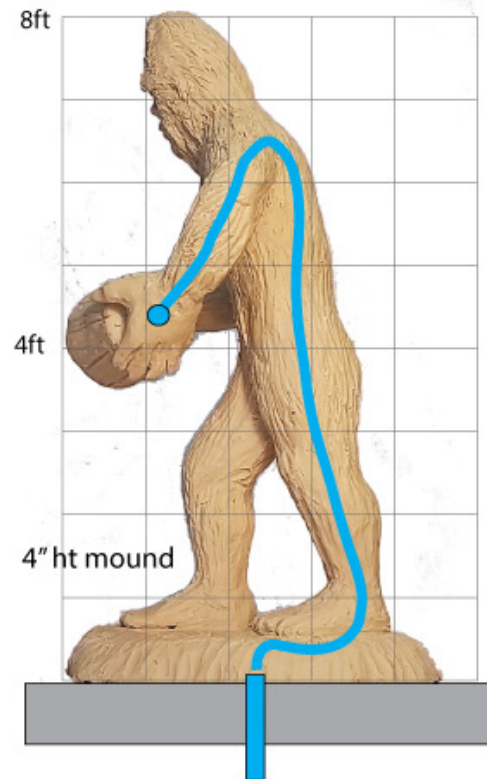
### Construction Details

Built with welded stainless steel plate and rod

18 gauge expanded stainless steel mesh

Coated with 1" sprayed (GFRC) sculptural concrete

Painted with concrete paint / stain and clear coat



Reference pictures only

Conceptual design only and is subject to possible changes