



FINANCE & ADMINISTRATION COMMITTEE & COMMITTEE OF THE WHOLE MEETING

Tuesday, September 17, 2024, at 6:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Bryan Holloway

Councilmembers: Jolyon Johnson and Cara Christensen

This meeting will be conducted in person and remotely using Zoom.

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **880 1897 0598** and Password **1830050121** 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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- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
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CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

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

MINUTES

1. Approval of the minutes dated August 6, 2024.

APPROVAL OF WARRANTS / CLAIMS

2. Consideration of Claims Report dated September 23, 2024.

AGENDA BILLS

3. **AB24-087:** Second Amendment to the Agreement for Interim City Attorney Legal Services.
4. **AB24-092:** Pacific West Rail Foundation Museum Development Agreement and Public Use Covenant.
5. **AB24-094:** 2025-2026 Human Services Funding Recommendations.

DISCUSSION

6. Department Presentations for the 2025-2026 Biennial Budget.
7. City Attorney Recruitment Update.
8. 2025 Legislative Priorities.

9. Upcoming Agenda Items (Informational Only):

- a. Network Infrastructure Modernization.
- b. School Impact Fees Ordinance and Resolution
- c. Pacifica Law Continued Legal Professional Services

CITY COUNCIL AGENDA REVIEW

- [10.](#) Review Draft City Council Agenda dated September 23, 2024.

ADJOURNMENT



FINANCE & ADMINISTRATION COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES AUGUST 6, 2024

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

CALL TO ORDER

Chair Holloway called the meeting to order at 6:01 pm.

Committee Members: Councilmembers Bryan Holloway, Jolyon Johnson, and Cara Christensen were present.

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, City Administrator; Deana Dean, City Clerk; Gretchen Garrett, Deputy City Clerk; Drew Bouta, Finance Director; Phil Bennett, Parks & Public Works Deputy Director; Patrick Fry, Project Engineer; Emily Arteche, Community Development Director (remote); and Jimmie Betts, IT Support.

AGENDA APPROVAL - The agenda was approved as presented.

PUBLIC COMMENTS - There were no public comments.

MINUTES - The minutes from the July 16, 2024, meeting were approved as presented.

APPROVAL OF WARRANTS / CLAIMS

2. The claims report dated August 12, 2024, was approved to move forward at the August 12, 2024, Council meeting on the consent agenda.

AGENDA BILLS – OUT OF ORDER

3. **AB24-081:** Resolution Awarding Waste Management the 2025 Solid Waste Contract. Presentation provided by Project Engineer Patrick Fry who spoke to the proposed final contract with the low bidder Waste Management. Topics included background, timeline, continued contract features, new contract features, bids received, garbage rates, contract alternatives, monthly compost usage, bulky item log, and requested feedback from committee. Discussion followed. Representatives from Waste Management were present in Council Chambers and Consultant Jeanette Jurgensen appeared remotely. Comments were provided by an unidentified employee of Waste Management. This item will be heard at the August 12, 2024, Council meeting on the non-consent agenda.

4. **AB24-087:** City Attorney Legal Services Agreements. This item was introduced by City Administrator Mike Chambless who spoke to the request for approval of a contract for City Attorney Legal Services with Madrona Law and approval of the Second Amendment to the Interim City Attorney Agreement. Handouts were provided. Committee comments and questions followed. Additional information provided by Interim City Attorney David Linehan. This item is removed from the August 12, 2024, Council meeting for further discussion.

DISCUSSION

5. Model Train Museum. Handouts provided for committee review. Presentation on Model Train Museum provided by Mike Chambless with additional information provided by Interim City Attorney David Linehan. Topics included site assembly and dedication, museum development, museum operation, previous agreements, and document illustration. This will be brought back at the next Finance & Administration Committee meeting.
6. Upcoming Agenda Items. This was informational only.

CITY COUNCIL MEETING AGENDA REVIEW

7. Review Draft City Council Agenda dated August 12, 2024. The agenda was approved as amended.

ADJOURNMENT

The meeting was adjourned at 6:56 pm.

Minutes taken by Deana Dean, City Clerk.

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

Minutes approved at the _____, 2024, Finance & Administration Committee Meeting.



Drew Bouta, Director of Finance
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To: City Council
Finance & Administration Committee

From: Drew Bouta, Director of Finance

Date: September 23, 2024

Subject: CLAIMS REPORT
Approval of payments for the period: August 13, 2024, through September 10, 2024

BACKGROUND

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

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

ANALYSIS

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

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

The following table summarizes the claims and payments authorized by the Finance Director:

The foregoing amounts were budgeted in the 2023-2024 biennial budget, and sufficient funds are available to cover these payments, as appropriate. Details pertaining to the individual vendor payments are available in documentation provided for the Finance & Administration Committee and subsequent City Council review by accessing the following link on the city website: [Claims Report](#)

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

CLAIMS							
Batch ID	Date	Warrants			ACH		CLAIMS TOTAL
		From #	Thru #	Amount	Qty	Amount	
108	8/15/2024	82529	82582	\$ 233,163.96			233,163.96
109	8/20/2024	82583	82583	\$ 3,104.71			3,104.71
110	8/29/2024	82584	82627	\$ 232,378.81			232,378.81
111	9/5/2024	82628	82628	\$ 2,107.23			2,107.23
112	9/5/2024	82629	82713	\$ 997,249.45			997,249.45
Grand Total							1,468,004.16

MISCELLANEOUS DISBURSEMENTS				
Date	Description	ACH Amount	Wire Amount	MISC TOTAL
8/13/2024	Dept. of Revenue - Quarterly Leashold Excise Tax	\$ 3,366.63		\$ 3,366.63
8/13/2024	Navia Benefits Solutions	\$ 416.68		\$ 416.68
8/13/2024	Navia Benefits Solutions	\$ 2,584.11		\$ 2,584.11
8/19/2024	KeyBanc Capital Markets Investment Purchase	\$ 1,002,130.56		\$ 1,002,130.56
8/20/2024	Navia Benefits Solutions	\$ 6,430.30		\$ 6,430.30
8/27/2024	Navia Benefits Solutions	\$ 416.68		\$ 416.68
8/27/2024	Navia Benefits Solutions	\$ 1,429.00		\$ 1,429.00
9/3/2024	Merchant Card Fees - Bankcard	\$ 9,664.30		\$ 9,664.30
9/3/2024	Merchant Card Fees - Bluefin	\$ 386.31		\$ 386.31
9/3/2024	Merchant Card Fees - Fiserv Merchant	\$ 67.30		\$ 67.30
9/4/2024	Merchant Card Fees - Merchant Transact	\$ 137.48		\$ 137.48
9/5/2024	Merchant Card Fees - Tyler Munis	\$ 90.45		\$ 90.45
9/5/2024	Merchant Card Fees - American Express	\$ 1,349.36		\$ 1,349.36
9/10/2024	Dept. of Revenue - Monthly Excise Tax	48795.23		\$ 48,795.23
Grand Total				1,077,264.39

PAYROLL (including Payroll Benefits)							
Batch ID	Date	Warrants			ACH		PAYROLL TOTAL
		From #	Thru #	Amount	Qty	Amount	
PR 8-22-24	8/22/2024				108	\$ 385,097.23	385,097.23
PRV 8-22-24	8/22/2024	62552	62557	\$ 5,325.06	12	\$ 275,674.30	280,999.36
PR 9-6-24	9/6/2024				109	\$ 372,557.15	372,557.15
PRV 9-6-24	9/6/2024	62558	62565	\$ 6,721.56	15	\$ 467,088.74	473,810.30
Grand Total							1,512,464.04

Total 4,057,732.59

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

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

Drew Bouta

Sep 11, 2024

Drew Bouta, Director of Finance

Date

FINANCE & ADMINISTRATION COMMITTEE RECOMMENDATION: Approve / Not Approve

City of Snoqualmie
Claims presented to the City to be paid in the amount of \$233,163.96
For claims warrants numbered 82529 through 82582 & dated 8/15/2024

#108

VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE #	FULL DESC	INVOICE DATE	CHECK DATE
AMZONCAP	CLK51420 531000	Office Supplies	2024	8	INV	P	10.23	82529	1JRQ-WR6V-76L4	tab dividers, exhibit divider set	7/31/2024	8/15/2024
AMZONCAP	FIN51423 531000	Office Supplies	2024	8	INV	P	27.81	82529	1GXT-DK7H-4YJ4	Laptop backpack for work laptop- I. Treptow	8/7/2024	8/15/2024
AMZONCAP	FIR52210 531000	Office Supplies	2024	8	INV	P	19.18	82529	1GVR-11HC-RY3K	laptop, clear sheet protectors	7/21/2024	8/15/2024
AMZONCAP	FIR52210 531000	Office Supplies	2024	8	INV	P	109.06	82529	1L39-3WVR-4NQK	Hand sanitizer, Ball pint pens	7/29/2024	8/15/2024
AMZONCAP	FIR52220 531340	Custodial & Cleaning Supplies	2024	8	INV	P	32.12	82529	1TNG-L3YG-3P9W	trash bags	7/26/2024	8/15/2024
AMZONCAP	FIR52250 535210	Office Furnishings	2024	8	INV	P	826.96	82529	1VYN-9GWL-3FGD	speaker, chair, standing desk	7/18/2024	8/15/2024
AMZONCAP	40353190 531000	Office Supplies	2024	8	INV	P	116.80	82529	1XCV-HLCJ-7FF4	sucker stopper, door holder	7/30/2024	8/15/2024
BAINA	40253580 548000	Repair & Maintenance Services	2024	8	INV	P	1,414.40	82530	1135	Calibrate sensors	7/15/2024	8/15/2024
BUILDERS HARDWARE	51051821 531300	Repair & Maintenance Supplies	2024	8	INV	P	93.18	82531	53856309.001	door lock insert for office door police	7/25/2024	8/15/2024
CCDC	40153482 531500	Water Treatment Chemicals	2024	8	INV	P	5,667.24	82532	901106	ferric chloride for NWTP	7/29/2024	8/15/2024
CENLINK	50251888 542000	Telephone Service	2024	8	INV	P	1,390.74	82533	300575004 7/24	Snoqualmie Police land lines - Jul 20-Aug 19	7/20/2024	8/15/2024
CENLINK	50251888 542000	Telephone Service	2024	8	INV	P	93.99	82533	333555664 7/24	Snoqualmie Police/Dispatch land line Jul 9-Aug 8	7/9/2024	8/15/2024
CIVICPLU	CLK51420 549200	Dues-Subscriptions-Memberships	2024	8	INV	P	6,970.00	82534	305545	Annual Subscription-Municod Meetings	8/12/2024	8/15/2024
CO	FIN51423 531000	Office Supplies	2024	8	INV	P	323.64	82535	2272380-0	Highlighrs, batteries, lbl mkr tp, keenex, tp, pt	3/5/2024	8/15/2024
CP	CLK51420 541000	Professional Svcs - General	2024	8	INV	P	76.92	82536	GCI0014928	Snoqualmie Municipal Code updates	7/31/2024	8/15/2024
CPSE	FIR52245 543000	Training & Travel	2024	8	INV	P	1,300.00	82537	05-19107	Reg. for Quality Imprvmt workshop Lasswell, Brown	7/3/2024	8/15/2024
CRESSY	51051821 548000	Repair & Maintenance Services	2024	8	INV	P	646.14	82538	198542	Public works shop garage door repair	7/26/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	10.43	82539	B367567	various operating supplies	12/26/2023	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	22.86	82539	B369037	various operating supplies	1/20/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	48.41	82539	B369327	various operating supplies	1/25/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	23.49	82539	B370591	various operating supplies	2/15/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	27.62	82539	B370898	various operating supplies	2/21/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	1.70	82539	B375478	various operating supplies	4/30/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	46.39	82539	B375737	various operating supplies	5/3/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	22.88	82539	B376474	various operating supplies	5/12/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	17.96	82539	B377262	various operating supplies	5/23/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	32.70	82539	B380585	various operating supplies	7/3/2024	8/15/2024
CTV	FIR52220 531910	Operating Supplies	2024	8	INV	P	18.09	82539	B382007	various operating supplies	7/20/2024	8/15/2024
DC Farms Forestry	STR54267 548000	St Clean Repair & Maint Svcs	2024	8	INV	P	7,482.91	82540	388	Shoulder Mowing	7/29/2024	8/15/2024
DC Farms Forestry	STR54267 548000	St Clean Repair & Maint Svcs	2024	8	INV	P	7,483.18	82540	389	Shoulder mowing	8/5/2024	8/15/2024
Evergreen Ford	50154868 531301	Repair Parts	2024	8	INV	P	341.73	82541	5207269	#107 passenger window regulator and motor assembly	8/6/2024	8/15/2024
Ferguson Water Works	40153481 548000	Repair & Maintenance Services	2024	8	INV	P	174.55	82542	SC2410	July service charge - inv 0042446-1 & 0042518	7/31/2024	8/15/2024
FIRSTAM	31137020 541060	Community Ctr. - Design	2024	8	INV	P	826.88	82543	1598-1598126558 reis	Title Report Fee for Community Center Parcel	3/1/2024	8/15/2024
IMC	NON51250 541115	Municipal Court Services-Costs	2024	8	INV	P	4,761.26	82544	SQL June 2024	Snoqualmie court filings- June 2024	7/3/2024	8/15/2024
IMC	NON51250 541115	Municipal Court Services-Costs	2024	8	INV	P	4,828.52	82544	SQL May 2024	Snoqualmie court filings- May 2024	6/5/2024	8/15/2024
JENKINSP	40153481 541000	Professional Svcs - General	2024	8	INV	P	1,169.12	82545	24496	For Irrigation Break locate services on Douglas	7/22/2024	8/15/2024
JENKINSP	40253580 548000	Repair & Maintenance Services	2024	8	INV	P	1,531.87	82545	24393	pot hole onsite for yard hydrant phase 3	7/16/2024	8/15/2024
Kathryn Staver	PAR34730 347301	Recreational Activity Fees	2024	8	INV	P	1,770.00	82546	637	Park Rental Fee Refund	8/5/2024	8/15/2024
KC #27	FIR52220 541190	Temporary Agency Personnel	2024	8	INV	P	1,791.36	82547	S24-02	Shared Staffing- Steve Bandy	7/26/2024	8/15/2024
KC Facilites	41750935 541060	Design Services	2024	8	INV	P	200.00	82548	240801.2_1P083	King Co. Right-of-Way Permit ROWA24-0931, Aug Inv	8/1/2024	8/15/2024
KI 2	FIR52210 541000	Professional Svcs - General	2024	8	INV	P	46.84	82549	10818	Alterations	7/29/2024	8/15/2024
KI 2	FIR52220 531050	Uniforms	2024	8	INV	P	772.27	82549	10638	Clis B jckt, pnts, shirt, tie, Nvl hat, shoes, pins	7/30/2024	8/15/2024
LAI	FIR52220 531912	EMS Supplies & Equipment	2024	8	INV	P	235.71	82550	1487071	Clip sensor	7/24/2024	8/15/2024
Les Schwab Tires	50154868 531400	Tires	2024	8	INV	P	222.52	82551	36300703589	dismount, mount, and balance 4 tires	7/25/2024	8/15/2024
Linda Jeans	FIR34260 342606	Ambulance Transport Fees	2024	8	INV	P	255.00	82552	Rcpt #1020	Refund-Patient overpaid \$255 in error	8/14/2024	8/15/2024
LOLM	NON51541 541110	Public Prosecutor Services	2024	8	INV	P	6,150.00	82553	July 2024	Snoqualmie Prosecutor- July 2024	7/1/2024	8/15/2024
LOLM	NON51541 541110	Public Prosecutor Services	2024	8	INV	P	6,150.00	82553	June 2024	Snoqualmie Prosecutor- June 2024	6/1/2024	8/15/2024
LOUDEDGE	COM55720 541060	Design Services	2024	8	INV	P	425.00	82554	COS-080124-B	CD Flood Elev. Pgrm Brochure/ Q3 Newsletter	8/1/2024	8/15/2024
LOUDEDGE	COM55721 541923	Photography Services	2024	8	INV	P	150.00	82554	COS-080124-C	Photo Retouch/Headshot retouch	8/1/2024	8/15/2024
LOUDEDGE	PLN55730 541000	Professional Svcs - General	2024	8	INV	P	325.00	82554	COS-080124-A	Plein Air Paint Out/Summertime Design	8/1/2024	8/15/2024
LOUDEDGE	PLN55860 541000	Professional Svcs - General	2024	8	INV	P	1,500.00	82554	COS-080124-B	CD Flood Elev. Pgrm Brochure/ Q3 Newsletter	8/1/2024	8/15/2024
LOUDEDGE	POL52110 541000	Professional Svcs - General	2024	8	INV	P	200.00	82554	COS-080124-C	Photo Retouch/Headshot retouch	8/1/2024	8/15/2024
LOUDEDGE	01257321 541000	Professional Svcs - General	2024	8	INV	P	275.00	82554	COS-080124-A	Plein Air Paint Out/Summertime Design	8/1/2024	8/15/2024
MADRONA	LEG51541 541100	Outside Legal Services - Gen	2024	8	INV	P	33,579.50	82555	12693	Interim City Attorney- Various Matters	8/5/2024	8/15/2024

MILLERS	EVE57320 545000	Operating Rentals & Leases	2024	8	INV	P	2,470.02	82556 412469	Music in the Park rental equipment/stage - 7/11	7/12/2024	8/15/2024
MILLERS	EVE57320 545000	Operating Rentals & Leases	2024	8	INV	P	2,371.83	82556 412471	Music in the Park rental equipment/stage- July 25	7/26/2024	8/15/2024
Minuteman Press	01257321 549300	Printing	2024	8	INV	P	191.23	82557 93348	Pole Banner Sample	7/30/2024	8/15/2024
NB CHEVY	50154868 548000	Repair & Maintenance Services	2024	8	INV	P	1,363.43	82558 CVCS41814	#227 A/C rechrge & rplc blend dr. actuator in dash	7/30/2024	8/15/2024
NFE	STR54230 531300	Repair & Maintenance Supplies	2024	8	INV	P	1,090.00	82559 9661	crushed rock surfacing	5/23/2024	8/15/2024
Occ Health Cntr WA	FIR52220 541000	Professional Svcs - General	2024	8	INV	P	5,097.00	82560 83839731	Vol FF Exam X's 5	7/24/2024	8/15/2024
Power Play Mkt	PLN55860 541390	Advertising, Legal Notices etc	2024	8	INV	P	7,500.00	82561 24031541	USA Today	4/25/2024	8/15/2024
PRIDEELE	51051821 548000	Repair & Maintenance Services	2024	8	INV	P	621.43	82562 435567	Fire station install bay heater circuit switches	7/26/2024	8/15/2024
PSE	PKF57680 547100	Electricity	2024	8	INV	P	171.05	82563 002042 8/24	Electricity	8/5/2024	8/15/2024
PSE	PKF57680 547100	Electricity	2024	8	INV	P	2,935.91	82563 007355 8/24	Electricity	8/5/2024	8/15/2024
PSE	POL52150 547100	Electricity	2024	8	INV	P	3,349.49	82563 002083 7/24	Electricity	7/29/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	13.29	82563 001499 7/24 #3	Electricity	7/29/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	46.85	82563 001499 8/24	Electricity	8/2/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	7,472.23	82563 001499 8/24 #2	Electricity	8/5/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	25.50	82563 431306 7/24 #2	Electricity	7/31/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	12.13	82563 456550 8/24	Electricity	8/2/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	12.81	82563 577403 8/24	Electricity	8/2/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	12.81	82563 577445 8/24	Electricity	8/2/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	120.85	82563 617464 8/24	Electricity	8/2/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	1,554.08	82563 639966 8/24	Electricity	8/2/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	32.27	82563 742043 8/24	Electricity	8/2/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	52.56	82563 780111 8/24	Electricity	8/2/2024	8/15/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	12.33	82563 780137 8/24	Electricity	8/2/2024	8/15/2024
PSE	40153481 547100	Electricity	2024	8	INV	P	11,390.86	82563 004220 7/24	Electricity	7/29/2024	8/15/2024
PSE	40153481 547100	Electricity	2024	8	INV	P	17.13	82563 037989 8/24	Electricity	8/5/2024	8/15/2024
PSE	40153482 547100	Electricity	2024	8	INV	P	15,057.98	82563 004220 7/24	Electricity	7/29/2024	8/15/2024
PSE	40153935 547100	Electricity	2024	8	INV	P	2,602.05	82563 002042 8/24	Electricity	8/5/2024	8/15/2024
PSE	40153935 547100	Electricity	2024	8	INV	P	11.99	82563 103385 8/24	Electricity	8/2/2024	8/15/2024
PSE	40153935 547100	Electricity	2024	8	INV	P	215.81	82563 436232 8/24	Electricity	8/2/2024	8/15/2024
PSE	40153935 547100	Electricity	2024	8	INV	P	12.96	82563 794782 8/24	Electricity	8/2/2024	8/15/2024
PSE	40253565 547100	Electricity	2024	8	INV	P	33.75	82563 007124 8/24	Electricity	8/5/2024	8/15/2024
PSE	40253565 547100	Electricity	2024	8	INV	P	5,388.23	82563 010656 8/24	Electricity	8/5/2024	8/15/2024
PSE	40253565 547100	Electricity	2024	8	INV	P	94.38	82563 241392 8/24	Electricity	8/2/2024	8/15/2024
PSE	40253565 547100	Electricity	2024	8	INV	P	78.79	82563 241418 8/24	Electricity	8/2/2024	8/15/2024
PSE	40253580 547100	Electricity	2024	8	INV	P	1,354.54	82563 010474 8/24	Electricity	8/5/2024	8/15/2024
PSE	40253580 547100	Electricity	2024	8	INV	P	102.34	82563 010656 8/24	Electricity	8/5/2024	8/15/2024
PSE	51051821 547100	Electricity	2024	8	INV	P	100.97	82563 005615 8/24	Electricity	8/5/2024	8/15/2024
PSE	51051821 547100	Electricity	2024	8	INV	P	324.38	82563 010474 8/24	Electricity	8/5/2024	8/15/2024
PSE	51051821 547100	Electricity	2024	8	INV	P	1,240.02	82563 133972 8/24	Electricity	8/2/2024	8/15/2024
PSE	51051821 547100	Electricity	2024	8	INV	P	101.29	82563 198066 8/24	Electricity	8/2/2024	8/15/2024
PSE	51051821 547100	Electricity	2024	8	INV	P	30.85	82563 198082 8/24	Electricity	8/2/2024	8/15/2024
PSE	51051821 547100	Electricity	2024	8	INV	P	11.52	82563 400820 8/24	Electricity	8/2/2024	8/15/2024
PSE	51051821 547100	Electricity	2024	8	INV	P	111.43	82563 549936 8/24	Electricity	8/2/2024	8/15/2024
PSE	51051821 547100	Electricity	2024	8	INV	P	1,508.64	82563 885592 8/24	Electricity	8/2/2024	8/15/2024
PSRFA	FIR52245 543000	Training & Travel	2024	8	INV	P	3,774.46	82564 6945	S King Co. Fire Training Consortium Fees	2/12/2024	8/15/2024
Puget Sound Emergenc	FIR52250 542100	Radio Communication Services	2024	8	INV	P	5,870.28	82565 290	Police & Fire public safety radios Q2 2024	4/1/2024	8/15/2024
Puget Sound Emergenc	POL52150 542100	Cellular Telephone	2024	8	INV	P	3,101.28	82565 290	Police & Fire public safety radios Q2 2024	4/1/2024	8/15/2024
RH2	40253510 541000	Professional Svcs - General	2024	8	INV	P	1,713.54	82566 96895	Operational support for RCW interlock	7/16/2024	8/15/2024
RYANHERC	40153482 531300	Repair & Maintenance Supplies	2024	8	INV	P	57.55	82567 B310459	canyon springs chlorine fittings	7/22/2024	8/15/2024
SAFEBUILT	00150020 541000	Professional Svcs - General	2024	8	INV	P	2,134.00	82568 565594	July Bldg inspection Fees	7/31/2024	8/15/2024
SEATIMES	STR54290 541390	Advertising, Legal Notices etc	2024	8	INV	P	364.00	82569 79415	Public Hearing Notice-6 yr Transport imprv. plan	6/12/2024	8/15/2024
SEATIMES	31059532 563000	Street Resurface - Construct	2024	8	INV	P	575.00	82569 77574	advertising bid on 4/30/2023 & 5/7/2024	5/7/2024	8/15/2024
SEATIMES	31175050 563002	Kimball Ck Bridges -Const	2024	8	INV	P	615.00	82569 77153	Advertising bid on 4/23/2024 & 4/30/2024	5/2/2024	8/15/2024
Siren Net	50154868 531301	Repair Parts	2024	8	INV	P	2,311.14	82570 0271586	shlf rdy replace cnsl equip, brackets, fcpl, lgths	7/29/2024	8/15/2024
Sunbelt Rentals	40353130 545100	Rent - Shop Equipment	2024	8	INV	P	185.55	82571 156819426-0001	4-yard dump trailer rental	7/18/2024	8/15/2024
SV School Dist	01452122 532100	Gasoline/Diesel Fuel	2024	8	INV	P	5,201.81	82572 8206	Fleet and NB Police Fuel	8/5/2024	8/15/2024
SV School Dist	50154868 532100	Gasoline/Diesel Fuel	2024	8	INV	P	9,512.10	82572 8206	Fleet and NB Police Fuel	8/5/2024	8/15/2024
Tami Selvan VS	PAR34730 347301	Recreational Activity Fees	2024	8	INV	P	105.00	82573 795	Park Rental Fee Refund	8/5/2024	8/15/2024
TNEMEC	40253565 531300	Repair & Maintenance Supplies	2024	8	INV	P	1,585.96	82574 2675537	paint to cover up graffiti	6/25/2024	8/15/2024

USAB	40153482 531500	Water Treatment Chemicals	2024	8	INV	P	375.61	82575	INV00422601	Hach free chlorine dispenser refills	7/15/2024	8/15/2024
VERIZ 3	50251888 542010	Cellular Telephone	2024	8	INV	P	2,091.42	82576	9969251463	PD cell phones- Jun 17-Jul 16 2024	7/16/2024	8/15/2024
WA Dept CYF	FIR34260 342606	Ambulance Transport Fees	2024	8	INV	P	1,128.50	82577	Rcpt #1100	Refund- Duplicate payment	8/14/2024	8/15/2024
Water Mgmt Group	40153935 541000	Professional Svcs - General	2024	8	INV	P	4,004.98	82578	21831	Aug 2024 monthly maxicom monitoring service	7/25/2024	8/15/2024
Water Mgmt Labs	40153481 541000	Professional Svcs - General	2024	8	INV	P	770.00	82579	221826	July 2024 bacteria samples and lead/copper samples	7/24/2024	8/15/2024
WESSPUR	40353190 531300	Repair & Maintenance Supplies	2024	8	INV	P	1,158.49	82580	IN-2708488	Arborist supplies	5/30/2024	8/15/2024
WESSPUR	40353190 531300	Repair & Maintenance Supplies	2024	8	INV	P	937.35	82580	IN-2708708	Arborist equipment	6/14/2024	8/15/2024
WESSPUR	40353190 531300	Repair & Maintenance Supplies	2024	8	INV	P	192.21	82580	IN-2708817	replacement saw blades	6/21/2024	8/15/2024
Wilbert Precast, Inc	31126130 563000	Other Improvements to Land	2024	8	INV	P	6,395.63	82581	289861-1	King Alley- Infrastructure- concrete	8/15/2024	8/15/2024
WLACE	40153935 531300	Repair & Maintenance Supplies	2024	8	INV	P	43.62	82582	15312759	pliers, stght tng & grv	7/31/2024	8/15/2024
WLACE	40353130 531300	Repair & Maintenance Supplies	2024	8	INV	P	601.31	82582	15312777	Stormwtr supplies for sediment remvl, spill respsns	8/1/2024	8/15/2024

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$3,104.71

For claims warrants numbered 82583 through 82583 & dated 8/20/2024

#109

VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE #	FULL DESC	INVOICE DATE	CHECK DATE
PARAMET	31059533 541040	Snoq Parkway - Const Mgmt	2024	8	INV	P	525.51	82583	58095	Sno Pkway construction mngmt services through 6/30	7/25/2024	8/20/2024
PARAMET	31059533 541040	Snoq Parkway - Const Mgmt	2024	8	INV	P	2,579.20	82583	58669	Sno Pkway construction mngmt services through 8/31	8/19/2024	8/20/2024

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$232,378.81

For claims warrants numbered 82584 through 82627 & dated 8/29/2024

#110

VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE #	FULL DESC	INVOICE DATE	CHECK DATE
ALLPURP	51051821 548000	Repair & Maintenance Services	2024	8	INV	P	859.22	82584	30736	replaced broken door glass on fire station	8/9/2024	8/29/2024
AMZONCAP	FIR52210 531000	Office Supplies	2024	8	INV	P	271.65	82585	13Y7-L743-3NMH	Pack of Water	8/1/2024	8/29/2024
AMZONCAP	POL52122 531820	Info Tech Components	2024	8	INV	P	105.38	82585	1XDJ-TYCC-F6TV	PD- SRO Office Equipment	6/17/2024	8/29/2024
AMZONCAP	50251881 531820	Info Tech Components	2024	8	INV	P	279.84	82585	1VNT-W63M-9QCW	Various IT supplies	6/11/2024	8/29/2024
AMZONCAP	50251881 531820	Info Tech Components	2024	8	CRM	P	-32.69	82585	1WKJ-JWXM-4Y11	Cr memo for USB drives org inv.#1VNT-W63M-9QCW	6/20/2024	8/29/2024
ASPECT	41739434 541070	Water Rights - Prof'l Svcs	2024	8	INV	P	18,825.00	82586	578002	ASR Analysis and feasibility study- svcs endg 7/28	8/8/2024	8/29/2024
ATWORK	PKF57680 548150	Landscaping Services	2024	8	INV	P	17,561.01	82587	PS-INV105621	Maintenance Agreement- mini parks- July	7/31/2024	8/29/2024
ATWORK	STR54270 548150	Landscaping Services	2024	8	INV	P	6,114.84	82587	PS-INV105622	Roadside Maintenance July	7/31/2024	8/29/2024
ATWORK	40353130 548150	Landscaping Services	2024	8	INV	P	14,267.95	82587	PS-INV105622	Roadside Maintenance July	7/31/2024	8/29/2024
Austin Gutwein	POL52131 531050	Uniforms & Protective Gear	2024	8	INV	P	43.60	82588	RE A Gutwein 7/24	Reimb. A. Gutwein patches for uniform	8/5/2024	8/29/2024
Austin Gutwein	POL52140 543000	Training & Travel	2024	8	INV	P	644.58	82588	RE A Gutwein 4-5/24	Remb. A. Gutwein milg, lodging for trng 4/29-5/2	5/18/2024	8/29/2024
Austin Gutwein	POL52140 543000	Training & Travel	2024	8	INV	P	88.60	82588	RE A Gutwein 4/24	Reimb. A. Gutwein travel, meals for trng 4/8-4/9	4/25/2024	8/29/2024
BAINA	40153482 531300	Repair & Maintenance Supplies	2024	8	INV	P	7,642.36	82589	1142	chlorine sensor- NWTP	8/14/2024	8/29/2024
CALLAWAY	50154868 548000	Repair & Maintenance Services	2024	8	INV	P	681.88	82590	13783	windshield repair/replacement #111 PD Suv	8/13/2024	8/29/2024
CALLAWAY	50154868 548000	Repair & Maintenance Services	2024	8	INV	P	681.88	82590	13784	windshield repair/replacement #108 pd Suv	8/13/2024	8/29/2024
CALPORTL	40353130 531300	Repair & Maintenance Supplies	2024	8	INV	P	506.63	82591	96345671	Quarry rock for stormwater access road	5/21/2024	8/29/2024
CALPORTL	40353130 531300	Repair & Maintenance Supplies	2024	8	INV	P	617.22	82591	96348874	Quarry rock/CRF for stormwater access road	5/23/2024	8/29/2024
CALPORTL	40353130 531300	Repair & Maintenance Supplies	2024	8	INV	P	237.44	82591	96352643	Quarry rock/CRF for stormwater access road	5/24/2024	8/29/2024
Central Welding	FIR52220 531910	Operating Supplies	2024	8	INV	P	108.83	82592	0002002819	Sm/Med High Pressure & Haz Mat	2/29/2024	8/29/2024
Central Welding	FIR52220 531910	Operating Supplies	2024	8	INV	P	109.03	82592	0002056513	Sm/Med High Pressure & Haz Mat	4/30/2024	8/29/2024
CENTURYLINK	50251888 542000	Telephone Service	2024	8	INV	P	702.64	82593	300568001 7/24	Monthly telephone service	7/20/2024	8/29/2024
CENTURYLINK	50251888 542000	Telephone Service	2024	8	INV	P	90.52	82593	300570848 7/24	Monthly telephone service	7/20/2024	8/29/2024
CENTURYLINK	50251888 542000	Telephone Service	2024	8	INV	P	241.10	82593	300573862 7/24	Monthly telephone service	7/20/2024	8/29/2024
CENTURYLINK	50251888 542000	Telephone Service	2024	8	INV	P	211.69	82593	300576080 7/24	Monthly telephone service	7/20/2024	8/29/2024
CENTURYLINK	50251888 542000	Telephone Service	2024	8	INV	P	181.96	82593	402478791 7/24	Monthly telephone service	7/20/2024	8/29/2024
CENTURYLINK	50251888 542000	Telephone Service	2024	8	INV	P	1,552.93	82593	411746240 7/24	Monthly telephone service	7/20/2024	8/29/2024
Christopher Werre	POL52140 543000	Training & Travel	2024	8	INV	P	51.83	82594	RE C Werre 5/15/24	Reimb. C. Werre Fuel- Training 5/15/24	5/16/2024	8/29/2024
Christopher Werre	POL52140 543000	Training & Travel	2024	8	INV	P	80.00	82594	RE C Werre 7/24	Reimb. C. Werre meals for trng 7/28-7/30 2024	7/31/2024	8/29/2024
CINTAS	40253580 548000	Repair & Maintenance Services	2024	8	INV	P	1,448.85	82595	0F93606332	Building system service	7/24/2024	8/29/2024
CO	CLK51420 531000	Office Supplies	2024	8	INV	P	39.26	82596	2301229-0	Copy paper	8/5/2024	8/29/2024
CO	COM55720 531000	Office Supplies	2024	8	INV	P	39.26	82596	2301229-0	Copy paper	8/5/2024	8/29/2024
CO	EXE51310 531000	Office Supplies	2024	8	INV	P	39.26	82596	2301229-0	Copy paper	8/5/2024	8/29/2024
CO	FIN51423 531000	Office Supplies	2024	8	INV	P	180.60	82596	2301229-0	Copy paper	8/5/2024	8/29/2024
CO	HUM51810 531000	Office Supplies	2024	8	INV	P	39.26	82596	2301229-0	Copy paper	8/5/2024	8/29/2024
COMCAST	50251888 542200	INET Internet Network Services	2024	8	INV	P	421.20	82597	0559927-08-24	Secondary Internet Service	8/11/2024	8/29/2024
COS	FIR52250 547300	Water - Sewer - Stormwater	2024	8	INV	P	855.43	82598	UB 7/24	COS UB 7/24	8/6/2024	8/29/2024

COS	NON51820 547300	Water - Sewer - Stormwater	2024	8	INV	P	194.02	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
COS	PKF57680 547300	Water - Sewer - Stormwater	2024	8	INV	P	38,835.23	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
COS	POL52150 547300	Water - Sewer - Stormwater	2024	8	INV	P	1,683.85	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
COS	STR54230 547300	Water - Sewer - Stormwater	2024	8	INV	P	10,126.13	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
COS	STR54270 547300	Water - Sewer - Stormwater	2024	8	INV	P	228.38	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
COS	40153481 547300	Water - Sewer - Stormwater	2024	8	INV	P	887.81	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
COS	40153935 547300	Water - Sewer - Stormwater	2024	8	INV	P	5,532.03	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
COS	40253580 547300	Water - Sewer - Stormwater	2024	8	INV	P	11,058.36	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
COS	40353130 547300	Water - Sewer - Stormwater	2024	8	INV	P	6,534.28	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
COS	51051821 547300	Water - Sewer - Stormwater	2024	8	INV	P	6,422.87	82598 UB 7/24	COS UB 7/24	8/6/2024	8/29/2024
CRYSR	POL52150 545000	Operating Rentals & Leases	2024	8	INV	P	101.68	82599 5310053 071424	water cooler rental, drinking water, delivery fee	7/14/2024	8/29/2024
CTV	51051821 531340	Custodial & Cleaning Supplies	2024	8	INV	P	73.05	82600 B384127	brooms/dustpans & reach tool	8/17/2024	8/29/2024
DATEC	POL52122 531820	Info Tech Components	2024	8	INV	P	468.70	82601 63990	microphone style imaging bar code scanner- PD veh.	8/5/2024	8/29/2024
DC Farms Forestry	STR54267 548000	St Clean Repair & Maint Svcs	2024	8	INV	P	7,445.95	82602 396	Shoulder Mowing- August	8/12/2024	8/29/2024
Dmitriy Vladis	POL52122 531050	Uniforms & Protective Gear	2024	8	INV	P	40.00	82603 RE D Vladis 7/5/24	Reimb. D. Vladis-jmpst alteration-add Sgt. stripes	7/8/2024	8/29/2024
Dmitriy Vladis	01452122 531050	Uniforms & Protective Gear	2024	8	INV	P	40.00	82603 RE D Vladis 7/5/24	Reimb. D. Vladis-jmpst alteration-add Sgt. stripes	7/8/2024	8/29/2024
Evergreen Courier LL	40253585 542300	Postage & Freight	2024	8	INV	P	830.54	82604 000134	shipping samples to lab	8/6/2024	8/29/2024
Evergreen Ford	50154868 531301	Repair Parts	2024	8	INV	P	261.44	82605 5207410	replacement window and headlamp switch police SUV	8/9/2024	8/29/2024
FCSGROUP	PLN55860 541000	Professional Svcs - General	2024	8	INV	P	4,831.25	82606 3743-22407094	Capital Facilities Funding Plan	7/17/2024	8/29/2024
GRAINGER	PKF57680 531300	Repair & Maintenance Supplies	2024	8	INV	P	1,083.37	82607 9206557226	Hot/Cold sink knobs	8/6/2024	8/29/2024
GRAINGER	40153452 531300	Repair & Maintenance Supplies	2024	8	INV	P	330.31	82607 9202455037	solenoid valve for canyon springs	8/1/2024	8/29/2024
GRAINGER	40253565 531300	Repair & Maintenance Supplies	2024	8	INV	P	344.25	82607 9174407354	Timer for Kimball	7/8/2024	8/29/2024
GRAINGER	40253565 531300	Repair & Maintenance Supplies	2024	8	INV	P	61.36	82607 9182387481	batteries for UPS	7/15/2024	8/29/2024
GRAINGER	40253565 531300	Repair & Maintenance Supplies	2024	8	INV	P	126.56	82607 9187161311	breaker for PS 3	7/18/2024	8/29/2024
GRAINGER	40253580 531050	Uniforms & Protective Gear	2024	8	INV	P	31.09	82607 9174719394	safety glasses	7/8/2024	8/29/2024
GRAINGER	40253580 531300	Repair & Maintenance Supplies	2024	8	INV	P	5.25	82607 9186254406	20 amp recept.	7/18/2024	8/29/2024
GRAINGER	40253580 531300	Repair & Maintenance Supplies	2024	8	INV	P	34.69	82607 9187942686	hour meters for aerator	7/19/2024	8/29/2024
GRAINGER	40253580 531910	Operating Supplies	2024	8	INV	P	175.87	82607 9169643518	break room coffee	7/2/2024	8/29/2024
GRAINGER	40253580 535900	Small Tools & Equipment	2024	8	INV	P	1,044.11	82607 9177376176	tool cabinet for operations	7/10/2024	8/29/2024
GRAINGER	40353130 531300	Repair & Maintenance Supplies	2024	8	INV	P	814.15	82607 9183817288	Lifting Magnet for NHFB Line Manhole Cover	7/16/2024	8/29/2024
HD Fowler	40153935 531300	Repair & Maintenance Supplies	2024	8	INV	P	1,649.60	82608 16780679	to repair couplings, paint stick, heads	8/2/2024	8/29/2024
HD Fowler	40253555 531300	Repair & Maintenance Supplies	2024	8	INV	P	143.37	82608 16768983	repair for biofilter	7/23/2024	8/29/2024
Holmes Weddle	LEG51541 541103	S. Randall Legal Fees	2024	8	INV	P	1,124.00	82609 841406	Randall BIIA Matters	8/13/2024	8/29/2024
IHK	40353130 531300	Repair & Maintenance Supplies	2024	8	INV	P	476.97	82610 85416P	Weed whacker line and blower	8/2/2024	8/29/2024
KC 710	41750935 541060	Design Services	2024	8	INV	P	528.00	82611 35007375	For KC right of way permit ROWA24-0931 Aug Inv	8/14/2024	8/29/2024
KDBC	50154868 531301	Repair Parts	2024	8	INV	P	967.29	82612 16373	magnetic microphone holder seat cover replcmts- PD	8/9/2024	8/29/2024
KnowBe4	50259418 564000	IT Shared Systems Software	2024	8	INV	P	6,498.14	82613 INV322511	KnowBe4 Software	4/29/2024	8/29/2024
LEGAL FI	LEG51531 541000	Professional Svcs - General	2024	8	INV	P	1,982.00	82614 15499	Legal Files Subscription 8/10/24-8/9/25	6/27/2024	8/29/2024
Michael Liebetrau	01452122 531910	Operating Supplies	2024	8	INV	P	46.29	82615 RE M Liebetrau 6/24/24	Reimb M. Liebetrau NB Annex opening balloons	7/8/2024	8/29/2024
Minuteman Press	FIN51423 542300	Postage & Freight	2024	8	INV	P	1,061.12	82616 93211	2nd Quarter B&O Tax Mailing Forms Envelopes	7/9/2024	8/29/2024
Minuteman Press	FIN51423 549300	Printing	2024	8	INV	P	1,394.11	82616 93211	2nd Quarter B&O Tax Mailing Forms Envelopes	7/9/2024	8/29/2024
Minuteman Press	40153481 531000	Office Supplies	2024	8	INV	P	242.87	82616 93392	July 2024 Utility Billing- Printing/Flding, Envelp	8/7/2024	8/29/2024
Minuteman Press	40153481 549300	Printing	2024	8	INV	P	330.94	82616 93392	July 2024 Utility Billing- Printing/Flding, Envelp	8/7/2024	8/29/2024
Minuteman Press	40253580 531000	Office Supplies	2024	8	INV	P	242.87	82616 93392	July 2024 Utility Billing- Printing/Flding, Envelp	8/7/2024	8/29/2024
Minuteman Press	40253580 549300	Printing	2024	8	INV	P	330.94	82616 93392	July 2024 Utility Billing- Printing/Flding, Envelp	8/7/2024	8/29/2024
Minuteman Press	40353130 531000	Office Supplies	2024	8	INV	P	242.87	82616 93392	July 2024 Utility Billing- Printing/Flding, Envelp	8/7/2024	8/29/2024
Minuteman Press	40353130 549300	Printing	2024	8	INV	P	330.93	82616 93392	July 2024 Utility Billing- Printing/Flding, Envelp	8/7/2024	8/29/2024
NAVIA AP	NON51810 541000	Professional Svcs - General	2024	8	INV	P	100.00	82617 10878864	FSA Admin Fees- July	7/31/2024	8/29/2024
NB Landscape Supply	PKF57680 531300	Repair & Maintenance Supplies	2024	8	INV	P	176.58	82618 663	Bark-Centennial Park	4/30/2024	8/29/2024
PRE-EMPL	HUM51810 541420	HR-Related Services	2024	8	INV	P	14.90	82619 379124	Background Check for new hire	7/31/2024	8/29/2024
PSE	STR54263 547100	Electricity	2024	8	INV	P	21.86	82620 943807 8/24	Electricity	8/14/2024	8/29/2024
SmartSign	FIR52250 535900	Small Tools & Equipment	2024	8	INV	P	1,030.05	82621 SAF-645297	Fire Hydrant Markers	6/24/2024	8/29/2024
ST AUDITOR	FIN51423 541091	State Auditor Services	2024	8	INV	P	1,668.00	82622 L161694	Audit Services 2022-23 Federal & 2021- May	6/11/2024	8/29/2024
ST AUDITOR	FIN51423 541091	State Auditor Services	2024	8	INV	P	2,432.50	82622 L162760	Audit Services- 2022-23 Federal & 2021- June	8/12/2024	8/29/2024
Sunbelt Rentals	STR54230 545200	Rent - Furniture & Equipment	2024	8	INV	P	592.25	82623 150248125-0001	Man lift River View Park repair	2/9/2024	8/29/2024
Sunbelt Rentals	STR54230 545200	Rent - Furniture & Equipment	2024	8	INV	P	1,627.45	82623 154365474-0001	Skidsteer rental	5/24/2024	8/29/2024
SYSTEMS DESIGN W	FIR52270 541090	BLS Customer Billing Services	2024	8	INV	P	854.44	82624 20241326	June EMS Billing	7/31/2024	8/29/2024
ULINE	PKF57680 531300	Repair & Maintenance Supplies	2024	8	INV	P	3,583.20	82625 179904400	restroom supplies	6/26/2024	8/29/2024
ULINE	40253580 531000	Office Supplies	2024	8	INV	P	34.37	82625 180898901	stool	7/23/2024	8/29/2024

ULINE	40353130 531300	Repair & Maintenance Supplies	2024	8	INV	P	47.46	82625 180590785	Heavy Duty push broom	7/16/2024	8/29/2024
ULINE	40353130 531300	Repair & Maintenance Supplies	2024	8	INV	P	359.45	82625 180768550	Burlap for erosion control	7/19/2024	8/29/2024
Websedge	XE51310 541000	Professional Svcs - General	2024	8	INV	P	26,300.00	82626 INV-20222135	ICMA Snoqualmie Video productions/presentation	7/26/2024	8/29/2024
WLACE	40153481 531300	Repair & Maintenance Supplies	2024	8	INV	P	43.60	82627 15312117	concrete mix	5/17/2024	8/29/2024
WLACE	40153481 531300	Repair & Maintenance Supplies	2024	8	INV	P	21.80	82627 15312121	concrete mix	5/17/2024	8/29/2024
WLACE	40153481 531300	Repair & Maintenance Supplies	2024	8	INV	P	59.99	82627 15312150	grinding wheel	5/21/2024	8/29/2024
WLACE	40153481 531300	Repair & Maintenance Supplies	2024	8	INV	P	35.36	82627 15312203	sprayer	5/28/2024	8/29/2024
WLACE	40153481 531300	Repair & Maintenance Supplies	2024	8	INV	P	65.45	82627 15312221	fire extinguisher	5/29/2024	8/29/2024
WLACE	40153481 531300	Repair & Maintenance Supplies	2024	8	INV	P	50.55	82627 15312807	tube cutter and pvc parts for c.s. repair	8/6/2024	8/29/2024
WLACE	40353190 531300	Repair & Maintenance Supplies	2024	8	INV	P	65.43	82627 15312040	Deer and rabbit repellent for restoration sites	5/9/2024	8/29/2024
WLACE	40353190 531300	Repair & Maintenance Supplies	2024	8	INV	P	139.95	82627 15312106	Supplies for tree protection from elk	5/16/2024	8/29/2024
WLACE	51051821 531300	Repair & Maintenance Supplies	2024	8	INV	P	5.21	82627 15312158	electrical outlet covers	5/21/2024	8/29/2024
WLACE	51051821 531300	Repair & Maintenance Supplies	2024	8	INV	P	20.03	82627 15312862	conf. room stink complaint (odor eliminator)	8/13/2024	8/29/2024

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$2,107.23

For claims warrants numbered 82628 through 82628 & dated 9/5/2024

											#111	
VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE #	FULL DESC	INVOICE DATE	CHECK DATE
US Postmaster	40153481 542300	Postage & Freight	2024	9	INV	P	702.41	82628	9/24 UB Postage	UB Bill Mailing-August mailed September 6,2024)	9/3/2024	9/5/2024
US Postmaster	40253580 542300	Postage & Freight	2024	9	INV	P	702.41	82628	9/24 UB Postage	UB Bill Mailing-August mailed September 6,2024)	9/3/2024	9/5/2024
US Postmaster	40353130 542300	Postage & Freight	2024	9	INV	P	702.41	82628	9/24 UB Postage	UB Bill Mailing-August mailed September 6,2024)	9/3/2024	9/5/2024

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$997,249.45

For claims warrants numbered 82629 through 82713 & dated 9/5/2024

											#112	
VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE #	FULL DESC	INVOICE DATE	CHECK DATE
ACR Tactical	POL52140 543000	Training & Travel	2024	9	INV	P	350.00	82629	1888	P. Mandery basic correctional ops course	7/8/2024	9/5/2024
ACR Tactical	01452140 543000	Training & Travel	2024	9	INV	P	350.00	82629	1888	P. Mandery basic correctional ops course	7/8/2024	9/5/2024
AECOLOGY	40353190 548150	Landscaping Services	2024	9	INV	P	6,382.35	82630	1739	Stormwater Facilities Herbicide Application	8/3/2024	9/5/2024
AM TEST	40253585 541000	Professional Svcs - General	2024	9	INV	P	1,060.00	82631	A24D0141	testing- 3rd party lab	7/31/2024	9/5/2024
American Leak Detect	40153481 541000	Professional Svcs - General	2024	9	INV	P	1,200.00	82632	00307754	For Irrigation Break locate services on Douglas	7/25/2024	9/5/2024
AMZONCAP	CLK51420 531000	Office Supplies	2024	9	INV	P	12.79	82633	11VD-N669-RQRF	Mailing envelopes	8/19/2024	9/5/2024
AMZONCAP	FIR52210 531000	Office Supplies	2024	9	INV	P	56.60	82633	193V-HQT4-97K1	Ceiling Duster Fan for Crew	8/8/2024	9/5/2024
AMZONCAP	51051821 531340	Custodial & Cleaning Supplies	2024	9	CRM	P	-15.52	82633	1JNP-6PHH-91H7	Credit Memo-refund for inv. 1CY4-WY1V-KDGS	8/2/2024	9/5/2024
ASPECT	40353130 541080	Environmental Services	2024	9	INV	P	4,905.25	82634	579481	For 2024 Decant Pond Soil Testing	8/15/2024	9/5/2024
ATWORK	51051821 548150	Landscaping Services	2024	9	INV	P	2,892.15	82635	PS-INV105620	maintenance agreement- facilities	7/31/2024	9/5/2024
BAINA	40253580 548000	Repair & Maintenance Services	2024	9	INV	P	1,414.40	82636	1140	calibration of sensors	8/6/2024	9/5/2024
CALPORTL	40153481 531300	Repair & Maintenance Supplies	2024	9	INV	P	1,120.49	82637	96420865	gravel to fill yard	7/24/2024	9/5/2024
Carepoint Clinic	SVCS6510 549430	SV Alliance Church - CarePoint	2024	9	INV	P	2,500.00	82638	Second Half HS fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
CINTAS	NONS1810 531080	First Aid Cabinet Supplies	2024	9	INV	P	1,184.66	82639	5227188905	First Aid Cabinets, City Hall, PD, PW	8/27/2024	9/5/2024
Cintas Fire	40253555 548000	Repair & Maintenance Services	2024	9	INV	P	1,448.85	82640	OF93606332	fire extinguisher maintenance & exit lighting svc	7/24/2024	9/5/2024
CORPPAY	CLK51420 541000	Professional Svcs - General	2024	9	INV	P	262.50	82641	8/24 DD	City Credit Card D. Dean	8/23/2024	9/5/2024
CORPPAY	CLK51420 542300	Postage & Freight	2024	9	INV	P	7.49	82641	8/24 DD	City Credit Card D. Dean	8/23/2024	9/5/2024
CORPPAY	COM55720 549200	Dues-Subscriptions-Memberships	2024	9	INV	P	91.63	82641	8/24 DM	City Credit Card D. McCall	8/23/2024	9/5/2024
CORPPAY	COU51160 543000	Training & Travel	2024	9	INV	P	225.66	82641	8/24 KR	City Credit Card K. Ross	8/23/2024	9/5/2024
CORPPAY	EVE57120 531900	Miscellaneous Supplies	2024	9	INV	P	286.13	82641	8/24 NW	City Credit Card N. Wiebe	8/23/2024	9/5/2024
CORPPAY	EVE57320 531900	Miscellaneous Supplies	2024	9	INV	P	720.69	82641	8/24 NW	City Credit Card N. Wiebe	8/23/2024	9/5/2024
CORPPAY	EXE51310 543000	Training & Travel	2024	9	INV	P	282.83	82641	8/24 KR	City Credit Card K. Ross	8/23/2024	9/5/2024
CORPPAY	EXE51310 543000	Training & Travel	2024	9	INV	P	1,204.92	82641	8/24 MC	City Credit Card M Chambless	8/23/2024	9/5/2024
CORPPAY	EXE51310 549100	City-Sponsored Expenses	2024	9	INV	P	149.43	82641	8/24 KR	City Credit Card K. Ross	8/23/2024	9/5/2024
CORPPAY	EXE51310 549100	City-Sponsored Expenses	2024	9	INV	P	585.78	82641	8/24 NW	City Credit Card N. Wiebe	8/23/2024	9/5/2024
CORPPAY	EXE51310 549200	Dues-Subscriptions-Memberships	2024	9	INV	P	365.00	82641	8/24 MC	City Credit Card M Chambless	8/23/2024	9/5/2024
CORPPAY	FIN51423 549200	Dues-Subscriptions-Memberships	2024	9	INV	P	599.00	82641	8/24 Finance	Sam.gov annual renewal	8/23/2024	9/5/2024
CORPPAY	HUM51810 541420	HR-Related Services	2024	9	INV	P	1,327.50	82641	8/24 KJ	City Credit Card K. Johnson	8/23/2024	9/5/2024
CORPPAY	HUM51810 549100	City-Sponsored Expenses	2024	9	INV	P	9.32	82641	8/24 KJ	City Credit Card K. Johnson	8/23/2024	9/5/2024
CORPPAY	PLN55730 549200	Dues-Subscriptions-Memberships	2024	9	INV	P	125.00	82641	8/24 EA	City Credit Card E Arteche	8/23/2024	9/5/2024
CORPPAY	PLN55860 549100	City-Sponsored Expenses	2024	9	INV	P	132.78	82641	8/24 NW	City Credit Card N. Wiebe	8/23/2024	9/5/2024
CORPPAY	PLN55860 549200	Dues-Subscriptions-Memberships	2024	9	INV	P	150.00	82641	8/24 CD	City Credit Card Comm Devlp	8/23/2024	9/5/2024
CORPPAY	POL52110 549100	City-Sponsored Expenses	2024	9	INV	P	723.60	82641	8/24 ML	City Credit Card M. Liebetrau	8/23/2024	9/5/2024

CORPPAY	POL52122 531000	Office Supplies	2024	9	INV	P	88.09	82641 8/24 ML	City Credit Card M. Liebetrau	8/23/2024	9/5/2024
CORPPAY	POL52122 531050	Uniforms & Protective Gear	2024	9	INV	P	266.87	82641 8/24 ML	City Credit Card M. Liebetrau	8/23/2024	9/5/2024
CORPPAY	POL52122 531910	Operating Supplies	2024	9	INV	P	514.61	82641 8/24 ML	City Credit Card M. Liebetrau	8/23/2024	9/5/2024
CORPPAY	POL52122 549300	Printing	2024	9	INV	P	57.91	82641 8/24 ML	City Credit Card M. Liebetrau	8/23/2024	9/5/2024
CORPPAY	POL52150 535210	Office Furnishings	2024	9	INV	P	130.54	82641 8/24 ML	City Credit Card M. Liebetrau	8/23/2024	9/5/2024
CORPPAY	POL52150 535900	Small Tools & Equipment	2024	9	INV	P	55.24	82641 8/24 ML	City Credit Card M. Liebetrau	8/23/2024	9/5/2024
CORPPAY	01452122 531050	Uniforms & Protective Gear	2024	9	INV	P	13.61	82641 8/24 ML	City Credit Card M. Liebetrau	8/23/2024	9/5/2024
CORPPAY	40153481 523300	Reimb - Dues, Licenses & Cert	2024	9	INV	P	106.00	82641 8/24 JQ	City Credit Card J. Quade	8/23/2024	9/5/2024
CORPPAY	40153481 531300	Repair & Maintenance Supplies	2024	9	INV	P	142.11	82641 8/24 JQ	City Credit Card J. Quade	8/23/2024	9/5/2024
CORPPAY	40153481 543000	Training & Travel	2024	9	INV	P	720.00	82641 8/24 JQ	City Credit Card J. Quade	8/23/2024	9/5/2024
CORPPAY	40253580 543000	Training & Travel	2024	9	INV	P	180.00	82641 8/24 JQ	City Credit Card J. Quade	8/23/2024	9/5/2024
CORPPAY	40353190 523300	Reimb - Dues, Licenses & Cert	2024	9	INV	P	210.00	82641 8/24 JQ	City Credit Card J. Quade	8/23/2024	9/5/2024
CORPPAY	40353190 531300	Repair & Maintenance Supplies	2024	9	INV	P	284.57	82641 8/24 JQ	City Credit Card J. Quade	8/23/2024	9/5/2024
CORPPAY	50251881 531820	Info Tech Components	2024	9	INV	P	71.64	82641 8/24 FL	City Credit Card F. Lacroix	8/23/2024	9/5/2024
CORPPAY	50251888 541030	Info Tech Services	2024	9	INV	P	922.97	82641 8/24 FL	City Credit Card F. Lacroix	8/23/2024	9/5/2024
CORPPAY	50251888 541030	Info Tech Services	2024	9	INV	P	35.99	82641 8/24 IT	City Credit Card IT	8/23/2024	9/5/2024
CSOSV	SVCS6700 549400	Encompass	2024	9	INV	P	20,000.00	82642 Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
DC Farms Forestry	STR54267 548000	St Clean Repair & Maint Svcs	2024	9	INV	P	4,467.57	82643 399	Shoulder mowing	8/19/2024	9/5/2024
DC Farms Forestry	40153481 548000	Repair & Maintenance Services	2024	9	INV	P	3,261.00	82643 400	brush cutting winery road at the point	8/19/2024	9/5/2024
E+H	40253565 531300	Repair & Maintenance Supplies	2024	9	INV	P	4,165.01	82644 6002597133	repair level measuring device Crestview	8/6/2024	9/5/2024
FOY	SVCS6700 549410	Friends of Youth	2024	9	INV	P	15,000.00	82645 Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
GALLSLLC	FIR52220 531050	Uniforms	2024	9	INV	P	9.09	82646 028618545	Embroiderable Blank Tag	7/29/2024	9/5/2024
GALLSLLC	FIR52220 531050	Uniforms	2024	9	INV	P	82.90	82646 028700282	Embroiderable Blank Tag X's/ Extraction Ste X's	8/6/2024	9/5/2024
GALLSLLC	FIR52220 531051	Personal Protective Equipment	2024	9	INV	P	1,386.46	82646 028700282	Embroiderable Blank Tag X's/ Extraction Ste X's	8/6/2024	9/5/2024
GENDIGIT	HUM51810 549200	Dues-Subscriptions-Memberships	2024	9	INV	P	155.76	82647 COS0032	August Norton Lifelock coverage for 16 Employees	8/15/2024	9/5/2024
GRAINGER	40253580 531000	Office Supplies	2024	9	INV	P	40.41	82648 9201663318	ID badges	8/1/2024	9/5/2024
GRAINGER	40253580 531000	Office Supplies	2024	9	INV	P	271.19	82648 9202290863	ID badges, key reel	8/1/2024	9/5/2024
GRIMINC	STR54264 531300	Repair & Maintenance Supplies	2024	9	INV	P	344.75	82649 32885777-01	supplies for making street signs	7/30/2024	9/5/2024
HCI	40253585 531510	Laboratory Supplies	2024	9	INV	P	534.54	82650 14137447	petri dishes	8/6/2024	9/5/2024
HCI	40253930 531510	Laboratory Supplies	2024	9	INV	P	2,558.51	82650 14131807	hand held turbidity analyzer	8/1/2024	9/5/2024
IC&L	PKF57680 531300	Repair & Maintenance Supplies	2024	9	INV	P	459.09	82651 171377	Fencing	6/12/2024	9/5/2024
IC&L	PKF57680 531300	Repair & Maintenance Supplies	2024	9	INV	P	796.77	82651 171761	Fencing	6/28/2024	9/5/2024
IHK	40353130 531300	Repair & Maintenance Supplies	2024	9	INV	P	2,400.08	82652 76278W	4- FS251 String Trimmers	8/23/2024	9/5/2024
JENKINSP	40253565 548000	Repair & Maintenance Services	2024	9	INV	P	4,334.62	82653 24502	Clean 7 wet wells	7/29/2024	9/5/2024
K&L Gates	LEG51541 541100	Outside Legal Services - Gen	2024	9	INV	P	5,834.90	82654 100064349	Legal advice- Snoqualmie Tribe Agreements	8/22/2024	9/5/2024
K&L Gates	LEG51541 541100	Outside Legal Services - Gen	2024	9	INV	P	750.00	82654 100064350	Legal advice- Police Agreement	8/22/2024	9/5/2024
K&L Gates	LEG51541 541100	Outside Legal Services - Gen	2024	9	INV	P	525.00	82654 100064351	Legal advice- Fire Agreement	8/22/2024	9/5/2024
Katherine Ross	EXE51310 543000	Training & Travel	2024	9	INV	P	130.56	82655 RE K Ross 8/24	Reimb. K. Ross meals, mileage Fire Accreditation	8/20/2024	9/5/2024
KBM	LEG51541 541100	Outside Legal Services - Gen	2024	9	INV	P	784.00	82656 23153	Pre-Defense General	8/1/2024	9/5/2024
KC 710	NON55316 544800	SV Watershed WRIA 7 Cost Shar	2024	9	INV	P	8,193.00	82657 135258	SV Watershed	8/6/2024	9/5/2024
Kidvantage	SVCS6510 549420	KidVantage	2024	9	INV	P	1,732.50	82658 Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
King Co Sheriffs Off	FIR52250 541541	Fire Investigations Unit Fees	2024	9	INV	P	2,848.00	82659 24-0417	Adopted Cost for KCSO Fire	8/8/2024	9/5/2024
Kissler	40253555 548000	Repair & Maintenance Services	2024	9	INV	P	2,222.82	82660 11304	Transport of biosolids to site	7/17/2024	9/5/2024
Kissler	40253555 548000	Repair & Maintenance Services	2024	9	INV	P	2,223.51	82660 11315	Transport of biosolids to site	7/30/2024	9/5/2024
LAI	FIR52220 531912	EMS Supplies & Equipment	2024	9	INV	P	194.00	82661 1497703	Lancet, cardboard splint	8/6/2024	9/5/2024
Les Schwab Tires	50154868 531400	Tires	2024	9	INV	P	223.63	82662 36300705444	tire #310 left rear repair	8/8/2024	9/5/2024
LNCS	FIR52220 531050	Uniforms	2024	9	INV	P	694.91	82663 INV849334	Woman's Structure Boots	7/29/2024	9/5/2024
LNCS	FIR52220 531051	Personal Protective Equipment	2024	9	INV	P	16,214.16	82663 INV848834	Xtreme Jacket (custom) Titanium Crosstech Black(8)	7/26/2024	9/5/2024
MA	PLN55860 541040	Engineering Services	2024	9	INV	P	4,577.50	82664 177716	Transportation Impact Fee	8/8/2024	9/5/2024
MAMMAS	SVCS6540 549400	Mamma's Hands	2024	9	INV	P	7,500.00	82665 Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
MCMMASTER	40253580 531300	Repair & Maintenance Supplies	2024	9	INV	P	1,194.64	82666 30717371	Suppl for Air comprsr repair, micrometer & stool	7/25/2024	9/5/2024
MCMMASTER	40253580 535900	Small Tools & Equipment	2024	9	INV	P	1,200.00	82666 30717371	Suppl for Air comprsr repair, micrometer & stool	7/25/2024	9/5/2024
Mike Chambless	EXE51310 543000	Training & Travel	2024	9	INV	P	214.82	82667 RE M Chambless 6/24 #2	Reimb. M Chambless 6/18-6/20, mileage, meals- conf	8/20/2024	9/5/2024
Minuteman Press	COM55720 549300	Printing	2024	9	INV	P	1,820.69	82668 93391	Q3 Summer Newsletter- August Utility Bill Insert	8/7/2024	9/5/2024
Minuteman Press	PLN55730 549300	Printing	2024	9	INV	P	3,941.74	82668 93469	Call For Artist pole Banner Printing	8/20/2024	9/5/2024
Minuteman Press	40153481 549300	Printing	2024	9	INV	P	472.03	82668 93390	backflow letters and postage	8/7/2024	9/5/2024
MTSI SEN	SVCS6900 549400	Mt. Si Senior Center	2024	9	INV	P	16,332.50	82669 Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
NB AUTOG	40253580 535900	Small Tools & Equipment	2024	9	INV	P	49.01	82670 035496	tools for pump repair	7/9/2024	9/5/2024
NB CHEVY	POL52150 548000	Repair & Maintenance Services	2024	9	INV	P	435.31	82671 CVCS41944	Snoqualmie PD vehicle #107 auto detail	7/30/2024	9/5/2024

NB CHEVY	POLS2150 548000	Repair & Maintenance Services	2024	9	INV	P	435.31	82671	CVCS41956	Snoqualmie PD vehicle #122 auto detail	7/31/2024	9/5/2024
NB Landscape Supply	STR54230 531300	Repair & Maintenance Supplies	2024	9	INV	P	166.77	82672	687	Beauty Bark	7/1/2024	9/5/2024
NCEC	40153482 531300	Repair & Maintenance Supplies	2024	9	INV	P	379.80	82673	5013569141.001	pic replacement parts for canyon springs	7/1/2024	9/5/2024
NCEC	40253550 531300	Repair & Maintenance Supplies	2024	9	INV	P	258.78	82673	5013626898.001	AB LED replacement PSE	7/26/2024	9/5/2024
NHC	40353145 541050	Engineering Services	2024	9	INV	P	370.18	82674	31743	For Highflow Bypass Monitoring- Q3 2024	8/26/2024	9/5/2024
Ofc Depot 32559	40253550 531300	Repair & Maintenance Supplies	2024	9	INV	P	52.53	82675	373039232001	electrical converter for scada	7/1/2024	9/5/2024
Ofc Depot 32559	40253550 531300	Repair & Maintenance Supplies	2024	9	INV	P	55.82	82675	374194856001	mini table to Thai Pham field work	7/24/2024	9/5/2024
Ofc Depot 32559	40253565 531300	Repair & Maintenance Supplies	2024	9	INV	P	1,596.89	82675	373558893001	UPS for control panel PS 2	7/26/2024	9/5/2024
Ofc Depot 32559	40253580 531910	Operating Supplies	2024	9	INV	P	114.66	82675	374622136001	Break room coffee	7/16/2024	9/5/2024
Ofc Depot 32559	40253580 531910	Operating Supplies	2024	9	INV	P	79.69	82675	374623308001	coffee for break room	7/22/2024	9/5/2024
OTAK	PLN55860 541000	Professional Svcs - General	2024	9	INV	P	8,490.00	82676	000072400352	Comp Plan	7/29/2024	9/5/2024
OTAK	PLN55860 541000	Professional Svcs - General	2024	9	INV	P	2,164.50	82676	000072400353	Parcel S21 PAR	7/29/2024	9/5/2024
OTAK	PLN55860 541000	Professional Svcs - General	2024	9	INV	P	1,182.00	82676	000072400411	Comp Plan Update	7/30/2024	9/5/2024
OTAK	PLN55860 541080	Environmental Services	2024	9	INV	P	5,711.25	82676	000072400412	Climate Resilience Planning	7/30/2024	9/5/2024
OTAK	31137020 541060	Community Ctr. - Design	2024	9	INV	P	2,577.75	82676	000012400194	Tennis/Pickle Ball Court Alignment	1/9/2024	9/5/2024
OTAK	31175050 541064	Kimball Ck Bridges -Const Mgmt	2024	9	INV	P	375.00	82676	000072400341	for construction phase svcs ending 7/5/2024	7/26/2024	9/5/2024
Perteet Eng	PLN55860 541040	Engineering Services	2024	9	INV	P	4,893.75	82677	20220203.0000-14	Comp Plan Update	7/8/2024	9/5/2024
Perteet Eng	PLN55861 541040	Engineering Services	2024	9	INV	P	1,038.62	82677	00022222.000-227	Parcel S22	7/10/2024	9/5/2024
Perteet Eng	PLN55861 541040	Engineering Services	2024	9	INV	P	19,201.75	82677	00023042.0000-242	Snoq. Hotel, Parcel S14. NWRM, SVH, MSHS	7/10/2024	9/5/2024
Peter O'Donnell	FIR52245 543000	Training & Travel	2024	9	INV	P	241.09	82678	RE P O'Donnell 7/24	Reimb. P. O'Donnell meals, lodging for training	8/7/2024	9/5/2024
PLATT	PKF57680 531300	Repair & Maintenance Supplies	2024	9	INV	P	91.17	82679	5G51134	Light sensor	6/11/2024	9/5/2024
PLATT	40153481 531300	Repair & Maintenance Supplies	2024	9	INV	P	333.71	82679	5L00870	light bulbs	8/15/2024	9/5/2024
POLY	40253930 531500	Sewage Treatment Chemicals	2024	9	INV	P	1,129.19	82680	1849848	polymer	7/11/2024	9/5/2024
POLY	40253930 531500	Sewage Treatment Chemicals	2024	9	INV	P	2,258.37	82680	1852129	poly for reuse	7/24/2024	9/5/2024
POWERCOM	40253580 548000	Repair & Maintenance Services	2024	9	INV	P	3,837.38	82681	960102	fiber install phase 3	8/13/2024	9/5/2024
PROSPECT	41759436 563000	WRF Improve Construction	2024	9	INV	P	179,203.81	82682	Pay Estimate #11	construction thru 8/1/2024	8/1/2024	9/5/2024
PSE	FIR52250 547100	Electricity	2024	9	INV	P	1,599.87	82683	257959 8/24	Electricity	8/2/2024	9/5/2024
PSRFA	50154868 548000	Repair & Maintenance Services	2024	9	INV	P	5,989.19	82684	10078	Maintenance contract - 2 Fire Trucks & 2 Aid Units	8/5/2024	9/5/2024
PSRFA	50154868 548000	Repair & Maintenance Services	2024	9	INV	P	5.94	82684	9880	#602 Fire Truck pump shift repair	7/31/2024	9/5/2024
Puget Sound Emergenc	FIR52250 542100	Radio Communication Services	2024	9	INV	P	5,870.28	82685	459	Police and Fire public safety radios Q3	7/1/2024	9/5/2024
Puget Sound Emergenc	POLS2150 542100	Cellular Telephone	2024	9	INV	P	3,101.28	82685	459	Police and Fire public safety radios Q3	7/1/2024	9/5/2024
RAINIER	POLS2150 535400	Police Firearms & Weapons	2024	9	INV	P	823.89	82686	SPD535955-3	D. Vladis- pistol, sight, hlster, mt plt, light	8/5/2024	9/5/2024
RAINIER	01452150 535400	Police Firearms & Weapons	2024	9	INV	P	823.88	82686	SPD535955-3	D. Vladis- pistol, sight, hlster, mt plt, light	8/5/2024	9/5/2024
Rainier Envirn Lab	40253585 541000	Professional Svcs - General	2024	9	INV	P	5,550.00	82687	5556	3rd party lab	8/7/2024	9/5/2024
RH2	41759436 541040	WRF Improve Const Mgmt	2024	9	INV	P	110,300.68	82688	96338	Const. Mgt, inspec, SCADA, ARC Flash sty thru 5/24	6/10/2024	9/5/2024
RH2	41759436 541040	WRF Improve Const Mgmt	2024	9	INV	P	199,383.83	82688	96896	Const Mgt, inspec, SCADA prgm, Integ, tstg to 6/24	7/16/2024	9/5/2024
RH2	41759436 541040	WRF Improve Const Mgmt	2024	9	INV	P	106,604.13	82688	97213	Const. Mgt, insp, SCADA, integr, strt up thru 7/24	8/14/2024	9/5/2024
ROBERT HALF	FIN51423 541190	Temporary Agency Personnel	2024	9	CRM	P	-130.20	82689	63686421	Credit Memo for B. Reichert- Mgt. Consultant Suprt	6/6/2024	9/5/2024
ROBERT HALF	FIN51423 541190	Temporary Agency Personnel	2024	9	INV	P	1,898.75	82689	63926059	M. Dewar- Financial Specialist Support	8/7/2024	9/5/2024
ROBERT HALF	FIN51423 541190	Temporary Agency Personnel	2024	9	INV	P	2,170.00	82689	63954131	M. Dewar- Financial Specialist Support	8/14/2024	9/5/2024
RODARTE	31175100 563000	384th Sidewalk Construction	2024	9	INV	P	5,400.00	82690	Pay Estimate #1	For 384th Ave Sewer construction, sidewalk design	8/7/2024	9/5/2024
RODARTE	41750935 563000	General Parks Signage	2024	9	INV	P	23,712.06	82690	Pay Estimate #1	For 384th Ave Sewer construction, sidewalk design	8/7/2024	9/5/2024
RYANHERC	40153482 531300	Repair & Maintenance Supplies	2024	9	INV	P	84.56	82691	B322227	brass fittings	8/14/2024	9/5/2024
SIVIEWC	SVC57120 549400	Si View Community Foundation	2024	9	INV	P	750.00	82692	Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
SPOK	40153935 542000	Telephone Service	2024	9	INV	P	29.07	82693	H0303878T	monthly fee for irrigation pager	8/15/2024	9/5/2024
STVDP	SVC56510 549450	Society of St. Vincent de Paul	2024	9	INV	P	5,000.00	82694	Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
SUMMIT LAW	HUM51810 541120	Legal Consulting Svcs - HR	2024	9	INV	P	316.00	82695	156510	Legal Services RE: Personnel Policy Handbook Rvw	8/15/2024	9/5/2024
SV FOOD BANK	SVC56510 549400	Snoqualmie Valley Food Bank	2024	9	INV	P	25,000.00	82696	Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
SVCN	SVC56700 549420	Empower Youth Network	2024	9	INV	P	25,000.00	82697	Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
SVSS	SVC56540 549410	Snoqualmie Valley Shelter	2024	9	INV	P	15,000.00	82698	Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
TTYOUTH	SVC56700 549450	The Trail Youth	2024	9	INV	P	10,500.00	82699	Second Half HS Fund	Human Services Funding- Second Half of 2024	8/7/2024	9/5/2024
UFS/BART	40353190 541000	Professional Svcs - General	2024	9	INV	P	290.00	82700	2023-738	Bigleaf maple risk assessment, Allman Ave	2/24/2023	9/5/2024
ULI	POLS2122 522400	LEOFF I Retiree Med & Premiums	2024	9	INV	P	70.50	82701	24- Sep	Group Insurance premium	9/1/2024	9/5/2024
ULINE	PKF57680 531300	Repair & Maintenance Supplies	2024	9	INV	P	372.97	82702	180763331	restroom supplies	7/19/2024	9/5/2024
ULINE	PKF57680 531300	Repair & Maintenance Supplies	2024	9	INV	P	242.46	82702	180818859	Safety Vests	7/22/2024	9/5/2024
ULINE	40153481 531300	Repair & Maintenance Supplies	2024	9	INV	P	4,784.02	82702	181613717	shlvg, tool cabnt, corrosion cabnt, ex crd, wh brd	8/8/2024	9/5/2024
ULINE	40253580 531300	Repair & Maintenance Supplies	2024	9	INV	P	6,352.73	82702	181128358	Pallet container, tool bx, X-Acto knife	7/29/2024	9/5/2024
ULINE	40253580 531340	Custodial & Cleaning Supplies	2024	9	INV	P	866.77	82702	180380495	Cleaning Supplies	7/10/2024	9/5/2024
ULINE	40253580 531340	Custodial & Cleaning Supplies	2024	9	INV	P	1,508.27	82702	180380496	CLR for cleaning	7/10/2024	9/5/2024

ULINE	40253580 542300	Postage & Freight	2024	9	INV	P	203.23	82702 181267325	shipping of pallet containers	7/31/2024	9/5/2024
UNITEDSI	40353130 548000	Repair & Maintenance Services	2024	9	INV	P	185.00	82703 INV-4680814	Portable Toilet Service for DOC Operations	7/31/2024	9/5/2024
URNW	40153481 545100	Rent - Shop Equipment	2024	9	INV	P	1,145.55	82704 235589951-002	monthly truck rental	8/10/2024	9/5/2024
URNW	40253555 545200	Rent - Furniture & Equipment	2024	9	INV	P	1,497.29	82704 236666736-001	rent lift while ours was repaired	7/29/2024	9/5/2024
USAB	40153481 531300	Repair & Maintenance Supplies	2024	9	INV	P	947.00	82705 INV00442046	NWTP chlorine injectors	8/2/2024	9/5/2024
USAB	40153481 531300	Repair & Maintenance Supplies	2024	9	INV	P	624.99	82705 INV00448697	pressure data logger	8/9/2024	9/5/2024
USAB	40153482 531500	Water Treatment Chemicals	2024	9	INV	P	328.77	82705 INV00443746	total chlorine dispenser refills	8/5/2024	9/5/2024
USAB	40153482 531500	Water Treatment Chemicals	2024	9	INV	P	609.99	82705 INV00450129	free and total dispensers	8/12/2024	9/5/2024
USAB	40253580 535900	Small Tools & Equipment	2024	9	INV	P	104.29	82705 INV00433772	Hydrant tool	7/25/2024	9/5/2024
UULC	40153481 541000	Professional Svcs - General	2024	9	INV	P	144.92	82706 4070231	July locate notifications	7/31/2024	9/5/2024
UULC	40253560 548000	Repair & Maintenance Services	2024	9	INV	P	140.96	82706 4070230	Excavation notifications	7/31/2024	9/5/2024
VERIZCS	40253510 542010	Cellular Telephone	2024	9	INV	P	1,504.30	82707 9969771846	SCADA M2M comms	7/23/2024	9/5/2024
VFG	PLN55860 541000	Professional Svcs - General	2024	9	INV	P	2,150.00	82708 445865	Code Amendments HB1220	6/28/2024	9/5/2024
VWR	40253585 531510	Laboratory Supplies	2024	9	INV	P	280.47	82709 8816599830	Lab gloves	7/18/2024	9/5/2024
VWR	40253585 531510	Laboratory Supplies	2024	9	INV	P	432.30	82709 8816681075	tubing for sampling	7/29/2024	9/5/2024
Water Mgmt Labs	40153481 541000	Professional Svcs - General	2024	9	INV	P	200.00	82710 222158	2024 lead and copper samples	8/5/2024	9/5/2024
WEC	PKF57680 531300	Repair & Maintenance Supplies	2024	9	INV	P	2,727.50	82711 16663603	Fertilizer	7/18/2024	9/5/2024
WECO	40253585 531510	Laboratory Supplies	2024	9	INV	P	887.81	82712 PS-INV109305	weighted poly strainers	7/22/2024	9/5/2024
WLACE	PKF57680 531300	Repair & Maintenance Supplies	2024	9	INV	P	30.54	82713 15312730	Drill Bits	7/29/2024	9/5/2024
WLACE	PKF57680 531300	Repair & Maintenance Supplies	2024	9	INV	P	6.52	82713 15312748	Keys	7/30/2024	9/5/2024
WLACE	STR54230 531300	Repair & Maintenance Supplies	2024	9	INV	P	42.52	82713 15312749	Gloves	7/30/2024	9/5/2024
WLACE	STR54230 531300	Repair & Maintenance Supplies	2024	9	INV	P	106.85	82713 15312770	Work Gloves/N95 Masks	8/1/2024	9/5/2024
WLACE	STR54230 531300	Repair & Maintenance Supplies	2024	9	INV	P	11.03	82713 15312853	Vinyl sign letters	8/12/2024	9/5/2024
WLACE	40253565 531300	Repair & Maintenance Supplies	2024	9	INV	P	396.00	82713 15312627	Irrigation supplies for Honeyfarm PS & tools	7/15/2024	9/5/2024
WLACE	40253580 531910	Operating Supplies	2024	9	INV	P	17.43	82713 15312657	Drill bits for concrete	7/18/2024	9/5/2024
WLACE	40253580 535900	Small Tools & Equipment	2024	9	INV	P	320.03	82713 15312627	Irrigation supplies for Honeyfarm PS & tools	7/15/2024	9/5/2024
WLACE	40353130 531300	Repair & Maintenance Supplies	2024	9	INV	P	174.52	82713 15312929	Grass seed for reseeding sediment remvl in bioswls	8/20/2024	9/5/2024
WLACE	51051821 531300	Repair & Maintenance Supplies	2024	9	INV	P	30.53	82713 15312947	Swiffer Wet Refills	8/21/2024	9/5/2024



Payroll
Blanket Voucher Document

Claims presented to the City to be paid on *08/22/2024* in the amount of *\$385,097.23* which includes claim warrants numbered ____ - _____ through ____ - _____, totaling *\$0.00* and direct deposits totaling *\$385,097.23*

Payroll

ACH Check Register



User: 'Ttreptow'
 Printed: 08/21/2024 - 2:37PM
 Batch: 00002.08.2024 - August C1 8/22/24
 Include Partial: TRUE

Check Date	Check Number	Partial ACH	Employee Name	Amount
08/22/2024	0	False	Bryan Holloway	483.05
08/22/2024	0	False	Catherine Cotton	434.69
08/22/2024	0	False	Louis Washington	334.69
08/22/2024	0	False	Ethan Benson	434.69
08/22/2024	0	False	Jolyon Johnson	434.69
08/22/2024	0	False	Robert Wotton	284.69
08/22/2024	0	False	Cara Christensen	434.69
08/22/2024	0	False	Katherine Ross	1,920.62
08/22/2024	0	False	Deana Dean	3,883.07
08/22/2024	0	False	Gretchen Garrett	2,510.88
08/22/2024	0	False	Tania Holden	3,266.85
08/22/2024	0	False	Jimmie Betts Jr.	3,171.58
08/22/2024	0	False	Brendon Ecker	2,476.20
08/22/2024	0	False	Andrew Latham	2,998.72
08/22/2024	0	False	Andrew Jongekryg	2,453.15
08/22/2024	0	False	Lafleche Lacroix	4,106.57
08/22/2024	0	False	Samantha Brumfield	2,024.55
08/22/2024	0	False	Kimberly Johnson	3,479.46
08/22/2024	0	False	Nicole Wiebe	2,610.79
08/22/2024	0	False	Andrew Bouta	4,418.93
08/22/2024	0	False	Jennifer Hughes	3,337.54
08/22/2024	0	False	Heather Florida	2,673.47
08/22/2024	0	False	Kyla Henderson	3,154.87
08/22/2024	0	False	Janna Walker	4,247.81
08/22/2024	0	False	Eun Jung Kim	1,025.45
08/22/2024	0	False	Tami Wood	2,209.91
08/22/2024	0	False	Danna McCall	3,488.30
08/22/2024	0	False	Brian Lynch	4,573.59
08/22/2024	0	False	Melinda Black	4,098.08
08/22/2024	0	False	Stephanie Butler	3,097.51
08/22/2024	0	False	Austin Gutwein	3,222.92
08/22/2024	0	False	Joseph Spears	4,015.07
08/22/2024	0	False	Michael Peter	3,773.27
08/22/2024	0	False	Max Bostick	2,619.38
08/22/2024	0	False	Pamela Mandery	5,667.05
08/22/2024	0	False	Michael Liebetrau	3,217.25
08/22/2024	0	False	Kobe Hoyla	2,349.51
08/22/2024	0	False	Craig Miller	9,417.81
08/22/2024	0	False	Daniel Moate	5,780.12
08/22/2024	0	False	Marcus Sanchez	5,623.91
08/22/2024	0	False	Joseph Meadows	4,730.93
08/22/2024	0	False	Cory Hendricks	4,218.20
08/22/2024	0	False	Nicholas Schulgen	2,758.89
08/22/2024	0	False	William Natkha	2,358.14
08/22/2024	0	False	Erik Rasmussen	2,298.95
08/22/2024	0	False	Chase Smith	3,610.73
08/22/2024	0	False	Jason Weiss	8,969.53

Check Date	Check Number	Partial ACH	Employee Name	
08/22/2024	0	False	Dmitriy Vladis	5,281.83
08/22/2024	0	False	Christopher Werre	5,808.94
08/22/2024	0	False	Gary Horejsi	3,597.99
08/22/2024	0	False	Jesse Westman	2,319.57
08/22/2024	0	False	Wyatt Schannauer	2,780.32
08/22/2024	0	False	Philip Bennett	4,586.01
08/22/2024	0	False	Justin Ren	2,965.93
08/22/2024	0	False	Kerry O'Neil	2,682.09
08/22/2024	0	False	Dalton Hawk	2,326.62
08/22/2024	0	False	Blake Lemoine	2,141.18
08/22/2024	0	False	Jason Battles	5,195.46
08/22/2024	0	False	Neil MacVicar	2,998.81
08/22/2024	0	False	Jorge Orozco	3,495.15
08/22/2024	0	False	Austin Hilton	2,762.89
08/22/2024	0	False	Ryan Barnett	3,931.92
08/22/2024	0	False	Michael Chambless	6,041.40
08/22/2024	0	False	Kyle Markwardt	2,653.65
08/22/2024	0	False	Christine Iverson Stinson	2,531.50
08/22/2024	0	False	Lyle Beach	4,199.49
08/22/2024	0	False	Patrick Fry	4,078.56
08/22/2024	0	False	Jeffrey Hamlin	3,271.44
08/22/2024	0	False	Andrew Vining	3,663.56
08/22/2024	0	False	Hind Ahmed	3,956.18
08/22/2024	0	False	Thomas Holmes	6,730.08
08/22/2024	0	False	Alec Bagley	2,564.61
08/22/2024	0	False	Joan Quade	2,408.79
08/22/2024	0	False	Ryan Dalziel	3,060.83
08/22/2024	0	False	Thai Pham	3,130.01
08/22/2024	0	False	Jaron Gentry	2,470.37
08/22/2024	0	False	Jake Stewart	2,055.78
08/22/2024	0	False	Jason George	5,322.45
08/22/2024	0	False	Kevin Halbert	2,839.50
08/22/2024	0	False	Timothy Barrett	3,584.07
08/22/2024	0	False	Donald Harris	4,772.87
08/22/2024	0	False	Kevin Snyder	3,969.82
08/22/2024	0	False	Kenneth Knowles	3,200.34
08/22/2024	0	False	Christopher Wilson	3,122.85
08/22/2024	0	False	Todd Shinn	3,408.20
08/22/2024	0	False	Matthew Hedger	4,856.95
08/22/2024	0	False	Richard Allen Hebel	2,652.22
08/22/2024	0	False	Ryan Neal	2,765.96
08/22/2024	0	False	John Cooper	3,740.94
08/22/2024	0	False	Emily Arteché	4,729.07
08/22/2024	0	False	Ashley Wragge	5,378.23
08/22/2024	0	False	Ilyse Treptow	3,070.32
08/22/2024	0	False	Rebecca Buelna	2,652.71
08/22/2024	0	False	Dylan Gamble	3,039.12
08/22/2024	0	False	Michael Bailey	5,717.64
08/22/2024	0	False	Jessica Rellamas	1,443.95
08/22/2024	0	False	Zachary Schumann	4,566.79
08/22/2024	0	False	Jacob Fouts	7,275.65
08/22/2024	0	False	Theresa Tozier	3,317.06
08/22/2024	0	False	Gregory Heath	3,555.35
08/22/2024	0	False	Albert Wolfe	5,870.80
08/22/2024	0	False	Nicholas Lathrop	6,393.83
08/22/2024	0	False	Matthew West	6,908.66
08/22/2024	0	False	Robert Lasswell	6,344.22

Check Date	Check Number	Partial ACH	Employee Name	
08/22/2024	0	False	Benjamin Parker	4,558.33
08/22/2024	0	False	Peter O'Donnell	4,218.45
08/22/2024	0	False	Tyler Byrd	3,127.40
08/22/2024	0	False	Christopher Brown	4,301.77
				Partial ACH: 0.00
				Regular ACH: 385,097.23
		Total Employees:	108	Total: 385,097.23

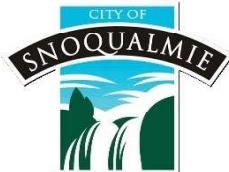


Payroll
Blanket Voucher Document

Claims presented to the City to be paid on *09/6/2024* in the amount of *\$372,557.15* which includes claim warrants numbered ____ - _____ through ____ - _____, totaling *\$0.00* and direct deposits totaling *\$372,557.15*

Payroll

ACH Check Register



User: 'Ttreptow'
 Printed: 09/05/2024 - 2:14PM
 Batch: 00001.09.2024 - August C2 9/6/2024
 Include Partial: TRUE

Check Date	Check Number	Partial ACH	Employee Name	Amount
09/06/2024	0	False	Bryan Holloway	483.05
09/06/2024	0	False	Catherine Cotton	434.69
09/06/2024	0	False	Louis Washington	334.69
09/06/2024	0	False	Ethan Benson	434.69
09/06/2024	0	False	Jolyon Johnson	434.69
09/06/2024	0	False	Robert Wotton	284.69
09/06/2024	0	False	Cara Christensen	434.69
09/06/2024	0	False	Katherine Ross	1,920.62
09/06/2024	0	False	Deana Dean	3,833.62
09/06/2024	0	False	Gretchen Garrett	2,510.46
09/06/2024	0	False	Tania Holden	3,255.48
09/06/2024	0	False	Jimmie Betts Jr.	2,743.77
09/06/2024	0	False	Brendon Ecker	2,475.99
09/06/2024	0	False	Andrew Latham	2,997.88
09/06/2024	0	False	Andrew Jongekryg	2,456.95
09/06/2024	0	False	Lafleche Lacroix	4,107.41
09/06/2024	0	False	Eric DiTommaso	1,860.23
09/06/2024	0	False	Samantha Brumfield	2,002.34
09/06/2024	0	False	Kimberly Johnson	3,733.19
09/06/2024	0	False	Nicole Wiebe	2,608.45
09/06/2024	0	False	Andrew Bouta	4,418.93
09/06/2024	0	False	Jennifer Hughes	3,622.12
09/06/2024	0	False	Heather Florida	2,778.23
09/06/2024	0	False	Kyla Henderson	3,107.11
09/06/2024	0	False	Janna Walker	4,248.65
09/06/2024	0	False	Eun Jung Kim	2,611.34
09/06/2024	0	False	Tami Wood	2,750.53
09/06/2024	0	False	Danna McCall	3,489.14
09/06/2024	0	False	Brian Lynch	4,566.86
09/06/2024	0	False	Melinda Black	3,105.38
09/06/2024	0	False	Stephanie Butler	3,097.51
09/06/2024	0	False	Austin Gutwein	6,369.07
09/06/2024	0	False	Joseph Spears	4,804.29
09/06/2024	0	False	Michael Peter	3,564.69
09/06/2024	0	False	Max Bostick	2,855.86
09/06/2024	0	False	Pamela Mandery	3,213.21
09/06/2024	0	False	Michael Liebetrau	2,836.27
09/06/2024	0	False	Kobe Hoyla	2,359.17
09/06/2024	0	False	Craig Miller	9,328.18
09/06/2024	0	False	Daniel Moate	5,320.66
09/06/2024	0	False	Marcus Sanchez	4,927.33
09/06/2024	0	False	Joseph Meadows	4,832.45
09/06/2024	0	False	Cory Hendricks	4,230.90
09/06/2024	0	False	Nicholas Schulgen	3,815.66
09/06/2024	0	False	William Natkha	2,357.32
09/06/2024	0	False	Erik Rasmussen	2,609.02
09/06/2024	0	False	Chase Smith	6,078.59

Check Date	Check Number	Partial ACH	Employee No	Employee Name	
09/06/2024	0	False		Jason Weiss	8,160.88
09/06/2024	0	False		Dmitriy Vladis	5,559.28
09/06/2024	0	False		Christopher Werre	5,239.13
09/06/2024	0	False		Gary Horejsi	3,597.99
09/06/2024	0	False		Jesse Westman	2,429.22
09/06/2024	0	False		Wyatt Schannauer	2,292.25
09/06/2024	0	False		Philip Bennett	4,586.85
09/06/2024	0	False		Justin Ren	2,835.67
09/06/2024	0	False		Kerry O'Neil	2,800.59
09/06/2024	0	False		Dalton Hawk	2,324.86
09/06/2024	0	False		Blake Lemoine	2,142.78
09/06/2024	0	False		Jason Battles	5,932.53
09/06/2024	0	False		Neil MacVicar	2,919.88
09/06/2024	0	False		Jorge Orozco	3,495.30
09/06/2024	0	False		Austin Hilton	3,130.27
09/06/2024	0	False		Ryan Barnett	2,939.22
09/06/2024	0	False		Michael Chambless	6,041.40
09/06/2024	0	False		Kyle Markwardt	2,467.07
09/06/2024	0	False		Christine Iverson	2,533.84
09/06/2024	0	False		Lyle Beach	5,182.46
09/06/2024	0	False		Patrick Fry	3,733.33
09/06/2024	0	False		Jeffrey Hamlin	3,255.05
09/06/2024	0	False		Andrew Vining	3,662.39
09/06/2024	0	False		Hind Ahmed	3,956.91
09/06/2024	0	False		Thomas Holmes	5,155.31
09/06/2024	0	False		Alec Bagley	2,562.27
09/06/2024	0	False		Joan Quade	2,354.90
09/06/2024	0	False		Ryan Dalziel	3,061.27
09/06/2024	0	False		Thai Pham	3,130.01
09/06/2024	0	False		Jaron Gentry	2,748.63
09/06/2024	0	False		Jake Stewart	2,054.61
09/06/2024	0	False		Jason George	5,864.85
09/06/2024	0	False		Kevin Halbert	1,768.57
09/06/2024	0	False		Timothy Barrett	3,419.39
09/06/2024	0	False		Donald Harris	4,507.29
09/06/2024	0	False		Kevin Snyder	3,870.16
09/06/2024	0	False		Kenneth Knowles	3,389.70
09/06/2024	0	False		Christopher Wilson	3,074.71
09/06/2024	0	False		Todd Shinn	3,974.59
09/06/2024	0	False		Matthew Hedger	5,041.82
09/06/2024	0	False		Richard Allen Hebel	2,857.54
09/06/2024	0	False		Ryan Neal	2,765.96
09/06/2024	0	False		John Cooper	3,740.94
09/06/2024	0	False		Emily Arteché	4,731.60
09/06/2024	0	False		Ilyse Treptow	3,017.19
09/06/2024	0	False		Rebecca Buelna	2,652.60
09/06/2024	0	False		Dylan Gamble	3,039.12
09/06/2024	0	False		Michael Bailey	5,717.64
09/06/2024	0	False		Jessica Rellamas	1,272.94
09/06/2024	0	False		Zachary Schumann	4,382.57
09/06/2024	0	False		Jacob Fouts	5,773.42
09/06/2024	0	False		Darby Summers	272.18
09/06/2024	0	False		Theresa Tozier	3,294.47
09/06/2024	0	False		Gregory Heath	4,388.65
09/06/2024	0	False		Albert Wolfe	4,562.96
09/06/2024	0	False		Nicholas Lathrop	3,221.29
09/06/2024	0	False		Matthew West	4,082.68

Accounts Payable

Blanket Voucher Approval Document



User: ITreptow
Printed: 08/26/2024 - 7:22AM
Warrant Request Date: 8/22/2024
DAC Fund:

PRV 8-22-24

Batch: 00003.08.2024 - PV 8/22/2024

City of Snoqualmie
Claims presented to the City to be paid in the amount of \$ 280,999.36
for claims warrants numbered 62552 through 62557 & dated 8/22/2024.

Line	Claimant	Voucher No.	Amount
1	Dept. of Labor & Industries	000000000	17,481.66
2	Employment Security Dept.	000000000	1,114.07
3	Employment Security Dept.	000000000	4,054.60
4	Employment Security Dept.	000000000	2,640.26
5	Dept. of Retirement Syst.-LEOFF	000000000	31,950.71
6	IAFF Firepac-Political Affairs Dept.	000062552	2.09
7	Teamsters Local Union #763	000062553	2,301.00
8	IAFF LOCAL #2878	000062554	1,390.29
9	Office of Support Enforcement - DSHS	000000000	664.50
10	Dept of Retirement Syst.-PERS	000000000	48,456.62
11	Dept. of Retirement Syst.- PSERS	000000000	1,403.41
12	IRS-Payroll EFTPS	000000000	141,585.26
13	Voya Institutional Trust Company	000000000	225.00
14	CITY OF SNOQUALMIE	000062555	416.68
15	ICMA Retirement Trust -303907	000000000	2,952.31
16	Dept. of Retirement Syst.- DCP	000000000	23,154.90
17	Snoqualmie Police Association	000062556	800.00
18	Western States Police Medical Trust	000062557	406.00

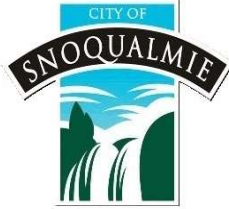
Page Total: \$280,999.36

Grand Total: \$280,999.36

Accounts Payable

Check Detail

User: ITreptow
Printed: 09/11/2024 - 8:01AM



Check Number	Check Date		Amount
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90010 - Dept. of Labor & Industries Line Item Account

0 08/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 L&I Employer	631-00-000-231-50-73-000	14,877.61
08/21/2024	PR Batch 00002.08.2024 L&I Employee	631-00-000-231-50-73-000	2,604.05

Inv Total 17,481.66

0 Total: 17,481.66

90010 - Dept. of Labor & Industries Total:

17,481.66

90020 - Employment Security Dept. Line Item Account

0 08/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 Emp Sec- Unemployment Tax	631-00-000-231-50-50-000	1,114.07

Inv Total 1,114.07

0 Total: 1,114.07

90020 - Employment Security Dept. Total:

1,114.07

90022 - Employment Security Dept. Line Item Account

0 08/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 WA Paid Fam. & Med. Leave	631-00-000-231-50-32-000	2,902.48
08/21/2024	PR Batch 00002.08.2024 WA Paid Fam. & Med. Leave	631-00-000-231-50-32-000	1,152.12

Inv Total 4,054.60

0 Total: 4,054.60

90022 - Employment Security Dept. Total:

4,054.60

90023 - Employment Security Dept. Line Item Account

0	08/22/2024		
Inv			
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/21/2024	PR Batch 00002.08.2024 WA Cares	2,640.26
Inv Total			2,640.26
0 Total:			2,640.26

90023 - Employment Security Dept. Total: 2,640.26

90030 - Dept. of Retirement Syst.-LEOFF Line Item Account

0	08/22/2024		
Inv			
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/21/2024	PR Batch 00002.08.2024 LEOFF 2 Employer	12,272.76
	08/21/2024	PR Batch 00002.08.2024 LEOFF 2 Employee	19,677.95
Inv Total			31,950.71
0 Total:			31,950.71

90030 - Dept. of Retirement Syst.-LEOFF Total: 31,950.71

90035 - IAFF Firepac-Political Affairs Dept. Line Item Account

62552	08/22/2024		
Inv			
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/21/2024	PR Batch 00002.08.2024 IAFF-FirePac	2.09
Inv Total			2.09
62552 Total:			2.09

90035 - IAFF Firepac-Political Affairs Dept. Total: 2.09

90040 - Teamsters Local Union #763 Line Item Account

62553	08/22/2024		
Inv			
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/21/2024	PR Batch 00002.08.2024 Teamsters Union Dues	2,301.00
Inv Total			2,301.00
62553 Total:			2,301.00

90040 - Teamsters Local Union #763 Total: 2,301.00

90045 - IAFF LOCAL #2878 Line Item Account

62554 08/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 IAFF-Local 2878 Fire	631-00-000-231-50-21-000	1,390.29

Inv Total 1,390.29

62554 Total: 1,390.29

90045 - IAFF LOCAL #2878 Total: 1,390.29

90060 - Office of Support Enforcement - DSHS Line Item Account

0 08/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 Child Support	631-00-000-231-50-30-000	664.50

Inv Total 664.50

0 Total: 664.50

90060 - Office of Support Enforcement - DSHS Total: 664.50

90070 - Dept of Retirement Syst.-PERS Line Item Account

0 08/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 PERS 2 Employer Correction	631-00-000-231-50-16-000	9.75
08/21/2024	PR Batch 00002.08.2024 PERS2 Employee	631-00-000-231-50-16-000	16,822.96
08/21/2024	PR Batch 00002.08.2024 PERS 3 Employer	631-00-000-231-50-16-000	4,679.21
08/21/2024	PR Batch 00002.08.2024 PERS 3 Employee	631-00-000-231-50-16-000	3,059.26
08/21/2024	PR Batch 00002.08.2024 PERS 2 Employer	631-00-000-231-50-16-000	23,885.44

Inv Total 48,456.62

0 Total: 48,456.62

90070 - Dept of Retirement Syst.-PERS Total: 48,456.62

90075 - Dept. of Retirement Syst.- PSERS Line Item Account

0 08/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 PSERS Employer	631-00-000-231-50-16-000	817.86

08/21/2024	PR Batch 00002.08.2024 PSERS Employee	631-00-000-231-50-16-000	585.55
Inv Total			1,403.41

0 Total: 1,403.41

90075 - Dept. of Retirement Syst.- PSERS Total: 1,403.41

90085 - IRS-Payroll EFTPS Line Item Account

0 08/22/2024
Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 Medicare Employer	631-00-000-231-50-27-000	8,159.60
08/21/2024	PR Batch 00002.08.2024 FICA Employee	631-00-000-231-50-27-000	28,309.16
08/21/2024	PR Batch 00002.08.2024 Medicare Employee	631-00-000-231-50-27-000	8,159.60
08/21/2024	PR Batch 00002.08.2024 Federal Income Tax	631-00-000-231-50-27-000	68,647.74
08/21/2024	PR Batch 00002.08.2024 FICA Employer	631-00-000-231-50-27-000	28,309.16

Inv Total 141,585.26

0 Total: 141,585.26

90085 - IRS-Payroll EFTPS Total: 141,585.26

90095 - Voya Institutional Trust Company Line Item Account

0 08/22/2024
Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 Voya-Employer	631-00-000-231-50-19-000	100.00
08/21/2024	PR Batch 00002.08.2024 Voya-Employee	631-00-000-231-50-19-000	125.00

Inv Total 225.00

0 Total: 225.00

90095 - Voya Institutional Trust Company Total: 225.00

90099 - CITY OF SNOQUALMIE Line Item Account

62555 08/22/2024
Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 FSA	631-00-000-231-50-15-000	416.68

Inv Total 416.68

62555 Total: 416.68

90099 - CITY OF SNOQUALMIE Total: 416.68

90100 - ICMA Retirement Trust -303907 Line Item Account

0 08/22/2024
 Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 ICMA-Employer Supplement	631-00-000-231-50-19-000	100.00
08/21/2024	PR Batch 00002.08.2024 ICMA-Employee	631-00-000-231-50-19-000	1,612.50
08/21/2024	PR Batch 00002.08.2024 ICMA-Employer	631-00-000-231-50-19-000	962.50
08/21/2024	PR Batch 00002.08.2024 Mission Square percentage	631-00-000-231-50-19-000	277.31

Inv Total 2,952.31

0 Total: 2,952.31

90100 - ICMA Retirement Trust -303907 Total: 2,952.31

90105 - Dept. of Retirement Syst.- DCP Line Item Account

0 08/22/2024
 Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 DCP-Employer-Supplement	631-00-000-231-50-19-000	1,337.50
08/21/2024	PR Batch 00002.08.2024 Deffered Comp Roth Percentage	631-00-000-231-50-19-000	332.78
08/21/2024	PR Batch 00002.08.2024 DCP-Employer	631-00-000-231-50-19-000	5,456.00
08/21/2024	PR Batch 00002.08.2024 Deffered Comp Percentage	631-00-000-231-50-19-000	3,179.62
08/21/2024	PR Batch 00002.08.2024 Defferd Comp Roth Flat	631-00-000-231-50-19-000	828.00
08/21/2024	PR Batch 00002.08.2024 DCP Flat Employee	631-00-000-231-50-19-000	12,021.00

Inv Total 23,154.90

0 Total: 23,154.90

90105 - Dept. of Retirement Syst.- DCP Total: 23,154.90

90180 - Snoqualmie Police Association Line Item Account

62556 08/22/2024
 Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 Police Union Dues	631-00-000-231-50-21-000	800.00

Inv Total 800.00

62556 Total: 800.00

90180 - Snoqualmie Police Association Total: 800.00

90400 - Western States Police Medical Trust Line Item Account

62557 08/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	PR Batch 00002.08.2024 W States Police Medical Trust	631-00-000-231-50-17-000	406.00

Inv Total 406.00

62557 Total: 406.00

90400 - Western States Police Medical Trust Total: 406.00

Total: 280,999.36

Accounts Payable

Blanket Voucher Approval Document



User: ITreptow
Printed: 09/09/2024 - 3:43PM
Warrant Request Date: 9/6/2024
DAC Fund:

Batch: 00001.09.2024 - PV 9/6/2024

PRV 9-6-24

City of Snoqualmie
Claims presented to the City to be paid in the amount of \$ **473,810.30**
for claims warrants numbered 62558 through 62565 & dated 9/6/2024.

Line	Claimant	Voucher No.	Amount
1	AWC BENEFITS	000000000	173,712.91
2	Dept. of Labor & Industries	000000000	17,632.48
3	Employment Security Dept.	000000000	1,078.01
4	Employment Security Dept.	000000000	3,939.05
5	Employment Security Dept.	000000000	2,563.77
6	Dept. of Retirement Syst.-LEOFF	000000000	30,859.19
7	IAFF Firepac-Political Affairs Dept.	000062560	2.09
8	Teamsters Local Union #763	000062563	2,260.00
9	IAFF LOCAL #2878	000062561	1,390.29
10	Office of Support Enforcement - DSHS	000000000	664.50
11	Dept of Retirement Syst.-PERS	000000000	47,913.30
12	Dept. of Retirement Syst.- PSERS	000000000	761.75
13	IRS-Payroll EFTPS	000000000	136,953.57
14	Voya Institutional Trust Company	000000000	225.00
15	CITY OF SNOQUALMIE	000062558	416.68
16	ICMA Retirement Trust -303907	000000000	2,952.31
17	Dept. of Retirement Syst.- DCP	000000000	22,929.90
18	AFLAC	000000000	78.13
19	WSCFF	000062565	900.00
20	Snoqualmie Police Association	000062562	1,000.00
21	DiMartino Associates	000062559	346.50
22	NWFFT TRUST	000000000	24,824.87
23	Western States Police Medical Trust	000062564	406.00

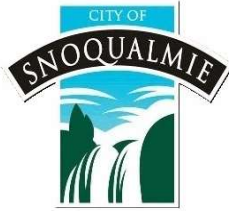
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Grand Total: \$473,810.30

Accounts Payable

Check Detail

User: ITreptow
Printed: 09/11/2024 - 8:02AM



Check Number Check Date **Amount**

90000 - AWC BENEFITS Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Kaiser Medical Benefits/200	631-00-000-231-50-14-000	2,403.90
09/05/2024	PR Batch 00001.09.2024 AWC - Medical Benefits/HF 250	631-00-000-231-50-14-000	125,190.32
09/05/2024	PR Batch 00001.09.2024 AWC Long Term Disab. Employee	631-00-000-231-50-14-000	6.28
09/05/2024	PR Batch 00001.09.2024 AWC-Vision	631-00-000-231-50-14-000	1,839.14
09/05/2024	PR Batch 00001.09.2024 AWC-Medical Benefits/HF 500	631-00-000-231-50-14-000	29,457.28
09/05/2024	PR Batch 00001.09.2024 AWC Life Insurance	631-00-000-231-50-14-000	529.20
09/05/2024	PR Batch 00001.09.2024 AWC-Dental Benefits	631-00-000-231-50-14-000	12,465.74
09/05/2024	PR Batch 00001.09.2024 AWC-Life Insurance Police	631-00-000-231-50-14-000	900.00
09/05/2024	PR Batch 00001.09.2024 AWC-Employee Pd Life Addtl	631-00-000-231-50-14-000	50.40
09/05/2024	PR Batch 00001.09.2024 AWC Life Insurance Employee	631-00-000-231-50-14-000	3.30
09/05/2024	PR Batch 00001.09.2024 AWC Long Term Disability	631-00-000-231-50-14-000	867.35

Inv Total 173,712.91

0 Total: 173,712.91

90000 - AWC BENEFITS Total:

173,712.91

90010 - Dept. of Labor & Industries Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 L&I Employee	631-00-000-231-50-73-000	2,618.70
09/05/2024	PR Batch 00001.09.2024 L&I Employer	631-00-000-231-50-73-000	15,013.78

Inv Total 17,632.48

0 Total: 17,632.48

90010 - Dept. of Labor & Industries Total:

17,632.48

90020 - Employment Security Dept. Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Emp Sec- Unemployment Tax	631-00-000-231-50-50-000	1,078.01

Inv Total		1,078.01
<hr/>		
0 Total:		1,078.01
<hr/>		
90020 - Employment Security Dept. Total:		1,078.01
90022 - Employment Security Dept. Line Item Account		
0	09/06/2024	
Inv		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
09/05/2024	PR Batch 00001.09.2024 WA Paid Fam. & Med. Leave	631-00-000-231-50-32-000 1,125.42
09/05/2024	PR Batch 00001.09.2024 WA Paid Fam. & Med. Leave	631-00-000-231-50-32-000 2,813.63
Inv Total		3,939.05
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0 Total:		3,939.05
<hr/>		
90022 - Employment Security Dept. Total:		3,939.05
90023 - Employment Security Dept. Line Item Account		
0	09/06/2024	
Inv		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
09/05/2024	PR Batch 00001.09.2024 WA Cares	631-00-000-231-50-32-000 2,563.77
Inv Total		2,563.77
<hr/>		
0 Total:		2,563.77
<hr/>		
90023 - Employment Security Dept. Total:		2,563.77
90030 - Dept. of Retirement Syst.-LEOFF Line Item Account		
0	09/06/2024	
Inv		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
09/05/2024	PR Batch 00001.09.2024 LEOFF 2 Employer	631-00-000-231-50-16-000 11,853.47
09/05/2024	PR Batch 00001.09.2024 LEOFF 2 Employee	631-00-000-231-50-16-000 19,005.72
Inv Total		30,859.19
<hr/>		
0 Total:		30,859.19
<hr/>		
90030 - Dept. of Retirement Syst.-LEOFF Total:		30,859.19
90035 - IAFF Firepac-Political Affairs Dept. Line Item Account		
62560	09/06/2024	

Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 IAFF-FirePac	631-00-000-231-50-50-000	2.09
Inv Total			2.09
			2.09
62560 Total:			2.09
			2.09
90035 - IAFF Firepac-Political Affairs Dept. Total:			2.09
90040 - Teamsters Local Union #763 Line Item Account			
62563	09/06/2024		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Teamsters Union Dues	631-00-000-231-50-21-000	2,260.00
Inv Total			2,260.00
			2,260.00
62563 Total:			2,260.00
			2,260.00
90040 - Teamsters Local Union #763 Total:			2,260.00
90045 - IAFF LOCAL #2878 Line Item Account			
62561	09/06/2024		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 IAFF-Local 2878 Fire	631-00-000-231-50-21-000	1,390.29
Inv Total			1,390.29
			1,390.29
62561 Total:			1,390.29
			1,390.29
90045 - IAFF LOCAL #2878 Total:			1,390.29
90060 - Office of Support Enforcement - DSHS Line Item Account			
0	09/06/2024		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Child Support	631-00-000-231-50-30-000	664.50
Inv Total			664.50
			664.50
0 Total:			664.50
			664.50
90060 - Office of Support Enforcement - DSHS Total:			664.50

90070 - Dept of Retirement Syst.-PERS Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 PERS 2 Employer Correction	631-00-000-231-50-16-000	2.86
09/05/2024	PR Batch 00001.09.2024 PERS 3 Employee	631-00-000-231-50-16-000	2,979.24
09/05/2024	PR Batch 00001.09.2024 PERS 2 Employer	631-00-000-231-50-16-000	23,684.70
09/05/2024	PR Batch 00001.09.2024 PERS 3 Employee	631-00-000-231-50-16-000	4,564.91
09/05/2024	PR Batch 00001.09.2024 PERS2 Employee	631-00-000-231-50-16-000	16,681.59

Inv Total 47,913.30

0 Total: 47,913.30

90070 - Dept of Retirement Syst.-PERS Total:

47,913.30

90075 - Dept. of Retirement Syst.- PSERS Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 PSERS Employer	631-00-000-231-50-16-000	443.92
09/05/2024	PR Batch 00001.09.2024 PSERS Employee	631-00-000-231-50-16-000	317.83

Inv Total 761.75

0 Total: 761.75

90075 - Dept. of Retirement Syst.- PSERS Total:

761.75

90085 - IRS-Payroll EFTPS Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Medicare Employee	631-00-000-231-50-27-000	7,898.22
09/05/2024	PR Batch 00001.09.2024 FICA Employee	631-00-000-231-50-27-000	28,304.85
09/05/2024	PR Batch 00001.09.2024 FICA Employer	631-00-000-231-50-27-000	28,304.85
09/05/2024	PR Batch 00001.09.2024 Medicare Employer	631-00-000-231-50-27-000	7,898.22
09/05/2024	PR Batch 00001.09.2024 Federal Income Tax	631-00-000-231-50-27-000	64,547.43

Inv Total 136,953.57

0 Total: 136,953.57

90085 - IRS-Payroll EFTPS Total:

136,953.57

90095 - Voya Institutional Trust Company Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Voya-Employer	631-00-000-231-50-19-000	100.00
09/05/2024	PR Batch 00001.09.2024 Voya-Employee	631-00-000-231-50-19-000	125.00

Inv Total 225.00

0 Total: 225.00

90095 - Voya Institutional Trust Company Total: 225.00

90099 - CITY OF SNOQUALMIE Line Item Account

62558 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 FSA	631-00-000-231-50-15-000	416.68

Inv Total 416.68

62558 Total: 416.68

90099 - CITY OF SNOQUALMIE Total: 416.68

90100 - ICMA Retirement Trust -303907 Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 ICMA-Employer	631-00-000-231-50-19-000	962.50
09/05/2024	PR Batch 00001.09.2024 ICMA-Employee	631-00-000-231-50-19-000	1,612.50
09/05/2024	PR Batch 00001.09.2024 ICMA-Employer Supplement	631-00-000-231-50-19-000	100.00
09/05/2024	PR Batch 00001.09.2024 Mission Square percentage	631-00-000-231-50-19-000	277.31

Inv Total 2,952.31

0 Total: 2,952.31

90100 - ICMA Retirement Trust -303907 Total: 2,952.31

90105 - Dept. of Retirement Syst.- DCP Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Deffered Comp Percentage	631-00-000-231-50-19-000	3,179.62
09/05/2024	PR Batch 00001.09.2024 DCP Flat Employee	631-00-000-231-50-19-000	12,021.00
09/05/2024	PR Batch 00001.09.2024 Deffered Comp Roth Percentage	631-00-000-231-50-19-000	332.78
09/05/2024	PR Batch 00001.09.2024 DCP-Employer	631-00-000-231-50-19-000	5,356.00
09/05/2024	PR Batch 00001.09.2024 DCP-Employer-Supplement	631-00-000-231-50-19-000	1,312.50
09/05/2024	PR Batch 00001.09.2024 Defferd Comp Roth Flat	631-00-000-231-50-19-000	728.00

Inv Total 22,929.90

0 Total: 22,929.90

90105 - Dept. of Retirement Syst.- DCP Total: 22,929.90

90110 - AFLAC Line Item Account

0 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 AFLAC-Pre Tax	631-00-000-231-50-19-000	78.13

Inv Total 78.13

0 Total: 78.13

90110 - AFLAC Total: 78.13

90120 - WSCFF Line Item Account

62565 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 WSCFF-BENEFIT TRUST FF ER	631-00-000-231-50-22-000	900.00

Inv Total 900.00

62565 Total: 900.00

90120 - WSCFF Total: 900.00

90180 - Snoqualmie Police Association Line Item Account

62562 09/06/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Police Union Dues	631-00-000-231-50-21-000	1,000.00

Inv Total 1,000.00

62562 Total: 1,000.00

90180 - Snoqualmie Police Association Total: 1,000.00

90300 - DiMartino Associates Line Item Account

62559 09/06/2024

Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Brown & Brown DBA DiMartino	631-00-000-231-50-14-000	346.50
Inv Total			346.50
			346.50
62559 Total:			346.50
90300 - DiMartino Associates Total:			346.50
90310 - NWFFT TRUST Line Item Account			
0	09/06/2024		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 Dental Benefits	631-00-000-231-50-14-000	2,082.92
09/05/2024	PR Batch 00001.09.2024 Medical/Vision Benefits	631-00-000-231-50-14-000	22,741.95
Inv Total			24,824.87
			24,824.87
0 Total:			24,824.87
90310 - NWFFT TRUST Total:			24,824.87
90400 - Western States Police Medical Trust Line Item Account			
62564	09/06/2024		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	PR Batch 00001.09.2024 W States Police Medical Trust	631-00-000-231-50-17-000	406.00
Inv Total			406.00
			406.00
62564 Total:			406.00
90400 - Western States Police Medical Trust Total:			406.00
Total:			473,810.30



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

**AB24-087
August 20, 2024
Committee Report**

AGENDA BILL INFORMATION

TITLE:	AB24-087: Second Amendment to the Agreement for Interim City Attorney Legal Services	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Move to approve the Second Amendment to the Agreement for Interim City Attorney Legal Services and authorize the Mayor to sign.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director Finance Legal City Administrator	Choose an item. Drew Bouta David Linehan Mike Chambless	Click or tap to enter a date. 8/12/2024
----------------	---	--	--

DEPARTMENT:	Administration		
STAFF:	Mike Chambless		
COMMITTEE:	Finance & Administration	COMMITTEE DATE: August 20, 2024	
EXHIBITS:	1. Second Amendment to the Agreement for Interim City Attorney (Clean) 2. Second Amendment to the Agreement for Interim City Attorney (Redlined)		

AMOUNT OF EXPENDITURE	\$ 210,000
AMOUNT BUDGETED	\$ 11,257,982
APPROPRIATION REQUESTED	\$ 0

SUMMARY

INTRODUCTION

Administration requests approval of the Second Amendment to the Agreement for Legal Services with Madrona Law PLLC in an amount not to exceed \$508,194 which represents the current over amount of \$2,329 plus approximately \$35,000 per month to cover Interim City Attorney services through December 31, 2024.

BACKGROUND

After the departure of the City Attorney in 2023, the City entered into a contract on May 11, 2023, with Madrona Law for Interim City Attorney services in the amount of \$50,000 as we evaluated our legal services needs going forward. On June 26, 2023, Council approved the First Amendment to the Agreement with expenses not to exceed \$295,865.

As of June 30, 2024, the City has exceeded that amount by \$2,329 with a total spent of \$298,194 which includes interim city attorney charges for 2023 and 2024.

Madrona Law assigned David Linehan as our Interim City Attorney. Attorney Linehan has performed well and is responsive to our needs. Furthermore, Madrona Law has also been very responsive and has provided “substitute” attorneys when Mr. Linehan was not available. At the August 6, 2024, Finance & Administration Committee meeting, Administration recommended entering into a long-term agreement with Madrona Law to provide City Attorney services which would result in substantial savings and stability to the city. Committee recommended further discussion on hiring a staff attorney and this matter was removed from the August 12, 2024, City Council agenda. A City Attorney recruitment is underway.

BUDGET IMPACTS

2023-2024 Biennial Budget

Administration recommends approving a second amendment to the contract with Madrona Law for \$210,000 (from \$295,865 to \$508,194) to provide City Attorney legal services through December 31, 2024. The 2023-2024 amended budget appropriates \$11,257,982 for General Fund (#001) administration activities. \$8,640,818 has been spent in the current biennium, with \$493,393 in outstanding contract value and an estimated \$1,301,814 in current employees’ salary and benefits payable for the remainder of the biennium.

With the addition of an estimated \$210,000 amendment to the contract with Madrona Law, the remaining biennial budget appropriation is \$_____ as shown within the table on the following page. Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget (General Fund #001) to fund the contract amendment.

Long-Term Financial Impact

With 11 months of expense data (July 2023 to June 2024), following a two-month ramp up period, the City spent an estimated \$278,523 on City Attorney legal services through Madrona Law, which equates to approximately \$25,320 per month. During the same period, the City budgeted \$448,422 for two internal positions, City Attorney and Assistant City Attorney, which equates to approximately \$40,766 per month. As a result, the City has saved approximately \$169,899 by contracting with Madrona Law for a suite of legal services over the 11-month period or roughly \$15,445 per month.

PROPOSED ACTION

Move to approve the Second Amendment to the Agreement for Interim City Attorney Legal Services with Madrona Law, PLLC in an amount not to exceed \$352,000 for services through December 31, 2024, and authorize the Mayor to sign.

SECOND AMENDMENT TO THE AGREEMENT FOR INTERIM CITY ATTORNEY LEGAL SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT is made on this 9th day of September 2024, between Madrona Law Group, PLLC (“Attorneys”) and the City of Snoqualmie (“Client”).

The City and Madrona entered into an agreement entitled “Agreement for Interim City Attorney Legal Services” dated May 11, 2023 (“the Agreement”). The Agreement provided, among other things, David Linehan of Madrona Law Group, PLLC (“Attorneys”) as Interim City Attorney for City Snoqualmie (“Client”) as requested and directed by the Mayor, City Councilmembers, or Department Directors with a not to exceed amount of \$50,000. The parties entered into the First Amendment to the Agreement on June 26, 2023, which increased the not to exceed amount to \$295,865.

AGREEMENT

1. COMPENSATION.

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

Section 3. Compensation.

- A. Client will pay Attorneys for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A, up to a maximum of five hundred eight thousand one hundred and ninety-four dollars and zero cents (**\$508,194.00**).

2. GENERAL PROVISIONS.

Section 11. General Provisions. Other Provisions of Agreement Not Affected. All other provision of the services Agreement thereto not specifically amended herein shall remain in full force and effect and are not to be affected by this Amendment. This Amendment may not be modified, supplemented, or otherwise amended, except by written instrument duly executed by all parties and approved by Madrona Law Group, PLLC and City of Snoqualmie City Council.

AGREED TO AND ACKNOWLEDGED BY:

CITY OF SNOQUALMIE

MADRONA LAW GROUP, PLLC

By: _____
Katherine Ross, Mayor

By: _____
David Linehan, Member

Dated: _____

Dated: _____

EXHIBIT A
MADRONA LAW GROUP, PLLC
2024 HOURLY RATES

ATTORNEYS:

Laurie Halvorson	\$290
Eileen M. Keiffer	\$320
David A. Linehan	\$375
Kim Adams Pratt	\$375
Ann Marie J. Soto	\$320
Karen Stambaugh	\$315
Rachel B. Turpin	\$320

STAFF:

Paralegal	\$160
Legal Assistant	\$90

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AGREEMENT

1. COMPENSATION.

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

Section 3. Compensation.

- A. Client will pay Attorneys for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A, up to a maximum of five hundred eight thousand one hundred and ninety four dollars and zero cents (**\$508,194.00**).

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Section 11. General Provisions. Other Provisions of Agreement Not Affected. All other provision of the services Agreement thereto not specifically amended herein shall remain in full force and effect and are not to be affected by this Amendment. This Amendment may not be modified, supplemented, or otherwise amended, except by written instrument duly executed by all parties and approved by Madrona Law Group, PLLC and City of Snoqualmie City Council.

AGREED TO AND ACKNOWLEDGED BY:

CITY OF SNOQUALMIE

MADRONA LAW GROUP, PLLC

By: _____
Katherine Ross, Mayor

By: _____
David Linehan, Member

Dated: _____

Dated: _____

EXHIBIT A
MADRONA LAW GROUP, PLLC
2024 HOURLY RATES

ATTORNEYS:

Laurie Halvorson	\$290
Eileen M. Keiffer	\$320
David A. Linehan	\$375
Kim Adams Pratt	\$375
Ann Marie J. Soto	\$320
Karen Stambaugh	\$315
Rachel B. Turpin	\$320

STAFF:

Paralegal	\$160
Legal Assistant	\$90



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-092
September 23, 2024
Committee Report

AGENDA BILL INFORMATION

TITLE:	AB24-092: Pacific West Rail Foundation Museum Development Agreement and Public Use Covenant	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
PROPOSED ACTION:	Approval of the Development Agreement and Public Use Covenant for the Pacific West Rail Foundation Museum	

REVIEW:	Department Director	Mike Chambless	9/5/2024
	Finance	Drew Bouta	9/11/2024
	Legal	David Linehan	9/10/2024
	City Administrator	Mike Chambless	9/10/2024

DEPARTMENT:	Administration		
STAFF:	Mike Chambless & Nicole Wiebe		
COMMITTEE:	Finance & Administration	COMMITTEE DATE: September 17, 2024	
	<ol style="list-style-type: none"> 1. Document Flow Chart 2. Development Agreement 3. Conveyance Agreement 4. Public Use Covenant 5. Compare use to Ground Lease 6. Compare 7/25 to 8/11 Draft Development Agreement 7. Chamber Letter of Support 		
EXHIBITS:			

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

SUMMARY

INTRODUCTION

The intent of this agenda bill is to allow for the construction and operation of the Pacific West Rail Foundation (“PWRF”) Museum (“Museum”) on property that is currently in separate ownership in downtown Snoqualmie. The attached exhibits, including the Development Agreement, Conveyance Agreement, and Public Use Covenant describe the assembly of the property and the requirements for 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 and lease agreement.

On August 14, 2023, AB23-097 Development Agreement and Ground Lease was reviewed and referred to the Finance and Administration Committee for review and amendment.

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 the 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 outdoor recreational amenities with picnic benches and other improvements on City property.

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. Introductory presentation was made by Peter Hambling at the July 24, 2023, City Council meeting. After consideration and referral back to the committee level for additional review by the City Council in August of 2023, staff and the applicant worked through the requested edits. After learning that the proposed site was not preferred by the Snoqualmie Tribe, the applicant searched for an alternative location.

The current proposal would place the Museum in downtown Snoqualmie on property that is currently in separate ownership. The site will be an assembly of two parcels owned by the City (the “City Parcels”) and two parcels to be acquired by Peter Hambling, the founder and principal benefactor of the PWRF (the “Hambling Parcels”). Once assembled, the properties become available for conveyance to the nonprofit PWRF for the construction and eventual operation of the proposed Museum.

Hambling will acquire the Hambling Parcels under an Agreement of Purchase and Sale between Hambling and the current owners of the parcels. Hambling will commit to donate the Hambling Parcels to PWRF in a Contingent Gift Agreement. The City will commit to transfer the City Parcels to the PWRF in a City Conveyance Agreement that also include a Public Use Covenant that ensures PWRF will operate the Museum as a public museum providing enumerated public benefits. The City also commits to vacate certain adjacent street rights-of-way to complete assembly of the site. The Conveyance Agreement transferring the City Parcels and vacated rights-of-way would not be triggered until certain conditions required in the Development Agreement have been satisfied, as described below.

The Museum will be developed and constructed pursuant to a Development Agreement between PWRF and the City. This agreement tracks very closely to the former Development Agreement the parties had negotiated for construction of the Museum on the previously proposed site. The Development Agreement also prescribes the process under which the proposed Museum will be designed, permitted, and constructed, all subject to specified City approvals. Construction of the Museum may not commence until the Mayor approves both a Final Design and Final Budget; determines that PWRF has raised sufficient funding to complete its construction consistent with the approved design; and concurs that the Project’s general contractor has agreed to a guaranteed maximum price to build the Museum consistent within the approved final design and budget. Hambling’s obligation to convey the Hambling Parcels and the City’s obligation to convey the City Parcels to the PWRF, are also contingent upon the PWRF’s satisfaction of these contractual conditions, as approved by the Mayor.

The operation, management, and maintenance of the new Museum is governed by the Public Use Covenant that ensures that the Museum is operated, managed, and maintained as public museum for a term of fifty (50) years. The same public benefits the City required in the earlier iteration of the project all are reflected in this Public Use Covenant. This is an element of the City Conveyance Agreement described above. As noted above, the City’s requirements for development, construction, and operation of the Museum at the

earlier identified site also are carried forward in the current Development Agreement and Public Use Covenant governing the new project. This is illustrated in the attached redlined comparisons between the two Development Agreements and between the new Public Use Covenant and the original Lease. All documents provided are in draft form subject to confirmation from Mr. Hambling and approval by the City Council.

ANALYSIS

It is anticipated that this proposed development fits into the City vision to increase visitation to our beloved downtown. It is also expected that these new visitors will increase the areas sales tax and increase sales at our existing retail inventory. This project is alignment with the comprehensive plan vision for future. Specifically, this facility will:

- Be a recognized tourism destination supported by: A revitalized and expanded historic downtown commercial area that provides a unique visitor and community retail center.
- Be a world-class railroad history facility that is an historic downtown focal point that serves both the placemaking and economic interests of Snoqualmie.
- Contain conference facilities that support both tourism and local business needs.
- Be a regional destination for public and private active and passive recreation activities and tourism venues, with a variety of access sites to exceptional riverfront or mountain views enhancing the outdoor experience.
- Contribute to a revitalized downtown core comprised of rehabilitated historic buildings, storefronts, and compatible infill buildings that enhance the district's unique history, character, and continued economic success, particularly for tourism.
- Strengthen its tourism potential and maintain its traditional function as a civic center and community gathering place.

The proposed Comprehensive Plan supports this project as follows:

- Protect and promote institutional, cultural, natural, and other unique sources such as the Northwest Railway Museum, Pacific West Rail Model Train Museum, Meadowbrook Farm, and the Snoqualmie River Trail.
- Maximize the Snoqualmie River Trail as a tourism asset that connects to the Centennial Trail and the regional Snoqualmie Valley and Preston-Snoqualmie trails while protecting downtown riverfront properties from flooding.
- Ensure that economic growth and development is balanced with environmental and cultural resource protection.
- Protect and promote the City's distinct mix of natural beauty, historic buildings, rich cultural heritage, and unique neighborhoods - including Snoqualmie Ridge, Historic Downtown, the Mill Site, and historic Meadowbrook, to foster desired economic development.
- Support and celebrate the contributions of the city's existing culturally and ethnically diverse businesses, institutions, and the Snoqualmie Tribe.
- Enrich the cultural lives of residents and visitors by placing permanent and temporary art installations in public spaces in a manner that enhances Snoqualmie's unique sense of place and history.

The existing Comprehensive Plan supports this project as follows:

- Support the preservation of Snoqualmie Valley history and culture by working with and supporting the efforts of heritage organizations and facilities such as the Snoqualmie Valley Historical Society and Museum, the Northwest Railway Museum, King County, Native American tribal organizations, and other local, state, and national preservation agencies.

- Work with the Northwest Railway Museum to enhance the tourism draw of their facilities and collection, as recommended in the Economic Development, Branding and Marketing Plan.
- Reserve the vacant City-owned King Street property for a future commercial development with a ground floor, retail, anchor tenant oriented to Railroad Avenue and King Street. Apply appropriate land use and design specifications as directed by the Downtown Master Plan and Economic Development, Marketing and Branding Plan, and in the interim promote temporary uses and events to support Downtown tourism.
- The City has increased and directed visitor traffic to support tourism as a mainstay of the City's economic vitality.

In addition to making the City's obligation to convey the City Parcels to PWRF contingent on PWRF's satisfaction of Development Agreement conditions, the Development Agreement also provides the City with a right to retake the City Parcels and a purchase option for the Hambling Parcels in the event that the project fails prior to completion of construction. After construction is complete, if the museum proves to be economically nonviable, the Public Use Covenant gives the City a right of first refusal to purchase the land and improvements from PWRF on the same terms as a bona fide purchase offer from a third party. Provisions are also included to address distribution of proceeds between PWRF and the City in the event the museum suffers a catastrophic physical loss to the structure and/or contents.

BUDGET IMPACTS

The Museum is expected to attract roughly 30,000 to 70,000 visitors per year, including a number of unique visitors who may not have otherwise visited Downtown Snoqualmie without a collection of activities to experience. As a result, along with the possibility of longer visits, the City expects the Museum to have a positive ongoing multiplying influence on the local economy and therefore the City's revenue base. City expenditures related to the project include third-party reviews (professional, engineering, environmental, etc.) that are generally developer related. The City has proposed a budget of \$1,036,732 in developer-related expenditures for the 2025-2026 biennium that is inclusive of all potential development within the City over the next two years. These expenses are normally reimbursable. The proposed Development Agreement would require the City to bear, at its sole expense, any third-party reviews the City may conduct from the date of execution of the agreement. Therefore, the City cannot expect to be reimbursed for such expenditures.

NEXT STEPS

Recommend approval of AB24-092 authorizing the Mayor to execute the Pacific West Rail Foundation Museum Development Agreement and the Conveyance Agreement and Public Use Covenant, with closing of the conveyance of the City Parcels being contingent upon PWRF's satisfaction of all conditions described therein.

PROPOSED ACTION

Approval of the Development Agreement and Public Use Covenant for the Pacific West Rail Foundation Museum.

PWRF PROJECT

City of Snoqualmie (“City”)

Peter Hambling/PWRF (“PH”)

City Conveyance Agreement
Transfers City parcels to PWRF subject to Public Use Covenant

Agreement of Purchase and Sale
PH acquires “Hambling Parcels” from Seventy-nine Forty, LLC

Development Agreement
Between City and PWRF

Contingent Gift Agreement
PH transfers parcels and model railroad to PWRF

Public Benefits

Project Failure to Proceed:
City Right to Retake in (Development Agreement)

City Rights to Repurchase if Museum fails and participate in insurance proceeds if damaged (Covenant)

PWRF
Assembled Site Owner (upon satisfaction of Development Agreement conditions for start of construction)
Construct (subject to Development Agreement) and Operate museum (subject to Public Use Covenant)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

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

AND

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

DATED: _____, 2024

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is dated as of _____, 2024 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 (3) 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 Northwest Railway; 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, Hambling has engaged the well-known Olson Kundig architectural firm to design the publicly accessible museum; and

WHEREAS, after exploring the possibility of locating the new museum on a site west of the Snoqualmie central business district, Hambling and City leadership have settled on a location (the “Site) in downtown Snoqualmie across the street from the Historic Snoqualmie Depot; and

WHEREAS, the Site (shown on Exhibit A) consists of four (4) contiguous parcels, two (2) of which the City owns (the “City Parcels”) and another two (2) that Hambling intends to purchase (the “Hambling Parcels”), which, together with the unimproved street right-of-way adjacent to the properties will provide a highly desirable location for the new museum; and

WHEREAS, the City also has indicated it will vacate the City street right-of-way immediately east of such parcels for museum development purposes, the practical effect of which will be to enlarge both sets of adjacent parcels, each by one half of the vacated street right-of-way; and

WHEREAS, the City and the PWRF also have negotiated this mutually acceptable 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 by Olson Kundig and approved by the City; and

WHEREAS, if the Project proceeds as conceived under this Agreement, 1) Hambling will purchase the Hambling Parcels; 2) the City will vacate the involved street right-of-way; 3) Hambling will donate the Hambling Parcels, increased in size by their respective shares of the vacated street right-of-way, to the PWRF; and 4) the City will transfer ownership of the City Parcels, also as increased in size by the vacated street right-of-way, to the PWRF, subject to a covenant pursuant to which the PWRF agrees to operate the new public museum for a period of not less than fifty (50) years; and

WHEREAS, in its Resolution No. _____, the City Council authorized the Mayor or Mayor's designee to execute this Agreement conditioned upon Hambling's execution of an Agreement of Purchase and Sale (the "Purchase Agreement") of the Hambling Parcels acceptable to the City; and

WHEREAS, Hambling agrees to purchase the Hambling Parcels pursuant to such Agreement of Purchase and Sale upon the satisfaction of certain contingencies, as further identified herein; and

WHEREAS, Peter and Lorrie Hambling agree to execute concurrently with Hambling's purchase of the Hambling Parcels, a Contingent Gift Agreement with PWRF (the "Hambling Gift Agreement") to convey the PWR model railroad and the Hambling Parcels, increased in size by the vacated street right-of-way, to the PWRF no later than PWRF's issuance of its Notice to Proceed to its general contractor as provided under this Agreement; and

WHEREAS, in this Agreement the City agrees to timely vacate the street right-of-way as shown in Exhibit A such that both the Hambling and City parcels may be conveyed to PWRF increased in size by their respective shares of such street vacation.

WHEREAS, the City agrees to execute, concurrently with Hambling's purchase of the Hambling Parcels the Conveyance Agreement with PWRF (the "Conveyance Agreement") committing the City, as provided under this Agreement, to: convey the City Parcels, increased in size by the vacated street right-of-way, to PWRF, no later than PWRF's issuance of its Notice to Proceed; and

WHEREAS, the eventual conveyance of the City Parcels will be subject to a Public Use Covenant (the "Covenant"), as provided in Exhibit D, requiring PWRF to operate and maintain the museum to be constructed pursuant to this Agreement. Under the covenant, such museum will be accessible to the general public; provide enumerated public benefits; care for and display the model railroad; and steward, maintain and otherwise care for its museum, all for a period of not less than 50 years following its opening; and

WHEREAS, in entering into this Agreement, the Conveyance Agreement and the associated Covenant, the City specifically finds that the public benefits associated with the development and operation of the PWRF museum in downtown Snoqualmie as envisioned under this Agreement represent more than sufficient consideration for the transfer of the City Parcels to PWRF as contemplated herein.

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 in anticipation of execution of the Hambling Gift Agreement between Peter and Lorrie Hambling and PWRF and the Conveyance Agreement, including the Covenant, the Parties hereby agree as follows:

AGREEMENT

ARTICLE

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: Site
- Exhibit B: Contingent Gift Agreement

- Exhibit C: Conveyance Agreement
- Exhibit D: Public Use Covenant
- Exhibit E: Fundraising Plan
- Exhibit F: Preliminary Project Budget
- Exhibit G: Preliminary Project Design
- Exhibit H: Preliminary Project Schedule

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 6.1.

(d) “City Parcels” means the portion of the Site in City ownership and to be conveyed to the PWRF, increased in size by the vacated street right-of-way, as shown in Exhibit A.

(e) “Design Review Board” means the body established and governed by Chapter 17.80, Snoqualmie Municipal Code, as presently enacted or subsequently amended or recodified.

(f) “Final Project Budget” means the all-inclusive budget that the Mayor of the City (“Mayor”) concurs is consistent with the cost of completing construction of the Final Project Design under Section 5.4.

(g) “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 5.2.1.

(h) “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 5.4.

(i) “Fundraising Plan” is the PWRF’s plan for securing the resources required to construct its Museum, as provided in Section 4.2.1.

(j) “Hambling Parcels” means the portion of the Site to be acquired by Peter and Lorrie Hambling and conveyed to the PWRF, increased in size by the vacated street right-of-way, as shown in Exhibit A.

(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 5.4.

(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 as shown in Exhibit F.

(o) “Preliminary Project Design” is defined in Section 5.2.1 and as shown in Exhibit G.

(p) “Preliminary Project Schedule” is defined in Section 2.3 and shown in Exhibit H.

(q) “Project” means the development and construction of the Pacific West Rail Museum for public museum purposes.

(r) “Project Coordinator” is defined in Section 5.5(a).

(s) “Project Manager” is defined in Section 5.5(a).

(t) “Public Use Covenant” means the covenant governing PWRF’s management and operation of its museum, as provided in Exhibit D.

(u) “Purchase Agreement” means the agreement under which Hambling will acquire the Hambling Parcels.

(v) “PWRF” means the Pacific West Rail Foundation.

(w) “PWRF Indemnified Parties” is defined in Section 6.1.

(x) “Site” means the land on which the Museum will be constructed by the PWRF consisting of the Hambling Parcels, the City Parcels and the vacated City right-of-way adjacent to the properties, as shown in Exhibit A.

ARTICLE 2

General Provisions

Section 2.1 Scope. PWRF will construct the PWR Museum on the Site substantially consistent with the Final Project Design as evolved from the Preliminary Project Design provided in Exhibit G, at a currently estimated total cost of approximately _____ to _____ (_____ - _____).

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

Section 2.3 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 are attached hereto as Exhibits H and I. The Project schedule remains subject to change as the Project evolves.

ARTICLE 3

Site Assembly

Section 3.1 City Parcels. No later than the issuance of its Notice to Proceed as provided in Section 5.4 and contingent upon the execution of the Hambling Gift Agreement and the reasonably contemporaneous donation of the Hambling Parcels to PWRF as provided herein the City shall: (a) if it has not already done so, vacate the involved street right-of-way and (b) transfer ownership of the City Parcels, increased in size by their respective shares of the vacated street right-of-way, as shown on Exhibit A, to PWRF pursuant to the Conveyance Agreement and subject to the terms and conditions of the Covenant, substantially in the form of attachment Exhibit D.

Section 3.2 Hambling Parcels

3.2.1 Hambling shall acquire the Hambling Parcels pursuant to the Purchase Agreement upon satisfaction of the following preconditions:

(a) Site Suitability. Based on then available knowledge, neither environmental contamination nor the presence of archaeological remains likely will preclude development of the Site for its intended purpose under this Agreement at a cost reasonably consistent with the Preliminary Project Budget; and

(b) Satisfaction of the conditions precedent to closing as provided in the Purchase Agreement.

3.2.2 No later than the issuance of its Notice to Proceed as provided in Section 5.4 and contingent upon the reasonably contemporaneous transfer of the City Parcels to PWRP, as provided herein, Hambling shall donate the Hambling Parcels to PWRP pursuant to the Hambling Gift Agreement.

3.3 Failure to assemble the complete Site, including the City Parcels and the Hambling Parcels, increased in size by their respective shares of the vacated street right-of-way, or a determination by either Party that the Site is not or reasonably cannot be made suitable for its intended purpose shall constitute a Failure of Assumptions and result in termination of this Agreement, as provided in Section 7.16.2.

ARTICLE 4

Preliminary Project Budget and Funding

Section 4.1 Preliminary Project Budget. The current Preliminary Project Budget to complete construction of the Project is attached hereto as Exhibit F. The Preliminary Project Budget reflects the preliminarily estimated cost of construction of the Project based on the Preliminary Project Design, as discussed in Section 5.2. The all-inclusive Final Project Budget shall continue to include all direct and indirect costs as well as contingencies consistent with industry standards.

Section 4.2 PWRF Funding and City Support.

4.2.1 PWRF Funds and Fundraising.

(a) As reflected in Exhibit F, the Preliminary Project Budget currently totals between Twenty-six Million Dollars to Thirty-five Million Dollars (\$26,000,000 – \$35,000,000) 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 Mayor (and/or Mayor's designee) when making their determinations under Section 5.4. Such evaluation shall include review of PWRF's private sector donor pledges, pledge payment experience and such other relevant information the Mayor or designee may reasonably require. PWRF's private sector donor pledges will be reviewed by the Mayor and/or designee under procedures to protect the confidentiality of donors and PWRF donor-related information to the extent possible. PWRF will submit to the Mayor or designee a copy of the pledges in a form acceptable to the Mayor, with donor names verified by the Mayor or designee but omitted from

the copy submitted. The Mayor will approve a pledge if it is from a person or entity of substantial net worth in relation to the amount pledged and the Mayor 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 7.16.2.

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

(a) Site. The City shall provide the City Parcels to PWRF for construction of its PWR Museum under this Agreement and its operation under the Covenant. The City, to the best of its knowledge based on its prior evaluation and studies of the condition of the City Parcels and its readiness for construction of improvements such as the PWR Museum, represents that it considers the Site 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 Parcels in their current condition. However, if, during the course of its preconstruction activities or during construction of the Museum, PWRF discovers or encounters conditions on the former City Parcels 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 Site; or require material on-going Site-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 on the former City Parcels 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 on the former City Parcels 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 7.16.2. If the PWRF, in its sole discretion, determines that the Site is no longer viable for the Project, this Agreement shall terminate as provided in Section 7.16.2. To the extent that the Project is proceeding but has been delayed as a result the Parties' efforts to address Site-suitability issues as required under this Agreement, the Preliminary Project Schedule provided in Section 2.3 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 5.5(f) and Project construction-related and worker parking as provided in Section 5.5(g).

ARTICLE 5

Project Design and Construction

Section 5.1 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 4.2.2(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 5.2 Design Review and Approval; Consistent Preliminary Project Budget.

5.2.1 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 G. 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 5.4.

5.2.2 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.

5.2.3 Signage. Initial signage for the PWR Museum 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 5.2.1. 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 5.3 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 5.4 Notice to Proceed.

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

(a) concurrence by the Mayor or designee 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 Mayor or designee, 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 Mayor or designee 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; and

(d) conveyance of the City Parcels and the Hambling Parcels to PWRF as provided in Article 3 herein.

Section 5.5 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 Site.) 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 5.5(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. 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 5.5(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 5.5(f).

Section 5.6 PWRF Cost Overruns Responsibility and Risk Management.

5.6.1 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 5.2.2. 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 Mayor or designee approves the Final Project Design (excluding permitting or other regulatory requirements).

5.6.2 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.

5.6.3 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 5.7 Insurance Requirements

5.7.1 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:

5.7.1.1 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.

5.7.1.2 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.

5.7.1.3 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.

5.7.1.4 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.

5.7.1.5 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.

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

5.7.2 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.

5.7.2.1 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 PWRF 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.

5.7.2.2 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.

5.7.2.3 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.

5.7.2.4 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.

5.7.2.5 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.

5.7.2.6 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.

5.7.3 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. PWRF shall require in each professional consultant contract that the consultant provide the following minimum scope and limits of insurance:

5.7.3.1 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.

5.7.3.2 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.

5.7.3.3 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.

5.7.3.4 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.

5.7.3.5 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.

5.7.4 Terms and Conditions. The policies required under this Section 5.7 shall meet all requirements below.

5.7.4.1 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.

5.7.4.2 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.

5.7.4.3 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.

5.7.4.4 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).

5.7.4.5 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.

5.7.4.6 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.

5.7.4.7 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.

5.7.4.8 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.

5.7.4.9 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.

5.7.5 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 5.7, 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.

5.7.6 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:

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

5.7.6.2 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;

5.7.6.3 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.

5.7.6.4 Pending receipt of the documentation specified in this Section 5.7, 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.

5.7.7 Assumption of Property Risk. Except to the extent of City's negligence or willful misconduct, but subject to Section 5.7.5 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.

5.7.8 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.

5.7.9 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 5.7.5 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 6

Indemnification and Dispute Resolution

Section 6.1 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 6.2 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 6.2 no longer required by then applicable law.

Section 6.3 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 6.4 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 Mayor 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 7

Miscellaneous

Section 7.1 Amendments. This Agreement may not be amended, changed, modified or altered, except by an instrument in writing duly executed by the Mayor and PWRF (or their successors in title).

- (a) The Mayor 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 7.2 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 7.3 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 7.4 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 to any act to be performed under this Agreement is required, PWRF 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 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 7.5 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 7.6 Counterparts. This Agreement may be executed in counterparts for the convenience of the Parties, and such counterparts shall together constitute one Agreement.

Section 7.7 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 7.8 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 7.9 Governing Law; Jurisdiction and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington without reference to its choice-of-law principles 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 7.10 Integration. 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 7.11 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 7.12 No Partnership. Nothing in this Agreement shall create any partnership, joint venture or other relationship between PWRF and the City.

Section 7.13 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 7.14 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 PWRP:

Peter Hambling

7811 NE 10th Street

Medina, WA 98039

Copy to: B. Gerald Johnson

Pacifica Law Group LLP

1191 2nd 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 7.15 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 7.16 Termination of Agreement.

7.16.1 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 6; and Sections 5.3(a); 5.7.1.1; 5.7.2.1; 5.7.2.6; 5.7.3.1; 5.7.3.5; 5.7.4.6; and 7.9; and such other Sections or provisions as indicated by context and commercial reasonableness shall survive the expiration or termination of this Agreement.

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

- (a) As provided in Section 3.3, the failure to assemble a suitable Site;
- (b) As provided in Sections 3.3 and 4.2.2(a), in either Party's sole discretion, due to unreasonably high Site preparation costs;
- (c) As provided in Section 4.2.1(c), in PWRP's sole discretion, due to unsuccessful fundraising;

(d) By mutual agreement of the Parties for any other failure of a material shared assumption underlying the Project's purpose or prospects.

7.16.3 Disputes. Any disputes with regard to this section are expressly made subject to the terms of Section 6.4 of this Agreement regarding Dispute Resolution.

Section 7.17 Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

ARTICLE 8

City Right to Retake/Right to Purchase

Section 1. Notwithstanding anything to the contrary contained in this Agreement, in the event that PWRF does not complete construction of the Museum within three (3) years after having been authorized to issue its Notice to Proceed to its general contractor as provided here (such event a "Project Failure"), then the City shall have the following rights:

(a) Right to Retake City Parcels. After a Project Failure and the City Parcels have been transferred to PWRF, the City may elect to have the City Parcels, increased in size by their respective share of the vacated street right-of-way, if applicable, transferred to the City by providing written notice to PWRF of such election within ninety (90) days of the occurrence of

the Project Failure. The Parties agree to execute and deliver such reasonable documentation necessary to effectuate such transfer. In the event the City does not timely exercise its right contained in this subsection (a), then the City will be deemed to have waived such right and PWRF shall be permitted to retain ownership in the City Parcels or sell or transfer the same to another party without any compensation to the City.

(b) Right to Purchase. After a Project Failure, if Hambling has acquired the Hambling Parcels, the City may elect to purchase ("Purchase Option") the Hambling Parcels, increased in size by their respective share of the vacated street right-of-way, if applicable, for a purchase price equal to the greater of (i) the then fair market value of the Hambling Parcels ("FMV") or (ii) the amount Hambling paid for the acquisition of the Hambling Parcels from Seventy-Nine Forty, LLC (such amount in (ii) referred to as the "Purchase Price Floor"). In order to exercise its Purchase Right, the City must provide written notice ("Purchase Notice") to PWRF of such election within thirty (30) days of the occurrence of the Project Failure.

Within [] days of receipt of the Purchase Notice, PWRF shall inform the City of its reasonable determination of the FMV and the purchase price. If the City objects to PWRF's determination, then the Parties shall meet and confer for up to ninety (90) days ("Negotiation Period") in order to determine a mutually agreeable purchase price. In the event the Parties are unable to agree within the Negotiation Period, then the purchase price shall be determined as follows (but in no event shall be less than the Purchase Price Floor):

(i) Within ten (10) business days of the end of the Negotiation Period, each of

the Parties shall select one MAI real estate appraiser with at least ten (10) years' full-time commercial appraisal experience in the greater Snoqualmie, WA area for comparable projects and who is neutral and has not rendered services to either PWRF or City or their respective affiliates within the preceding ten (10) year period (each, an "Appraiser").

(ii) Within ten (10) days after each of the Appraisers have been selected, each Appraiser shall make its respective determination of the FMV, provided, however, that if either Appraiser requests additional information or documentation needed to make its determination of the FMV, such ten (10) day period shall be extended by up to an additional twenty (20) days, and each Party shall cooperate to provide any such requested information and documentation to the applicable Appraiser. The determination of each Appraiser shall be limited solely to the FMV. Neither Appraiser shall have the power to add to, modify, or change any of the provisions of this Agreement.

(iii) Upon a Party's selected Appraiser's determination of the purchase price, such Party shall cause its selected Appraiser to notify the Parties thereof. Upon each Appraiser having made its determination of FMV, the purchase price shall be equal the greater of (A) the mean of the two Appraisers' respective determinations of the FMV (i.e., the average of the two Appraisers' respective determinations of the FMV) or (B) the Purchase Price Floor. Such determination of the purchase price shall be final.

The cost of each Appraiser shall be paid by the Party that selected such Appraiser. Upon determination of the purchase price, the Parties agree to execute and deliver such reasonable documentation necessary to effectuate such transfer.

[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

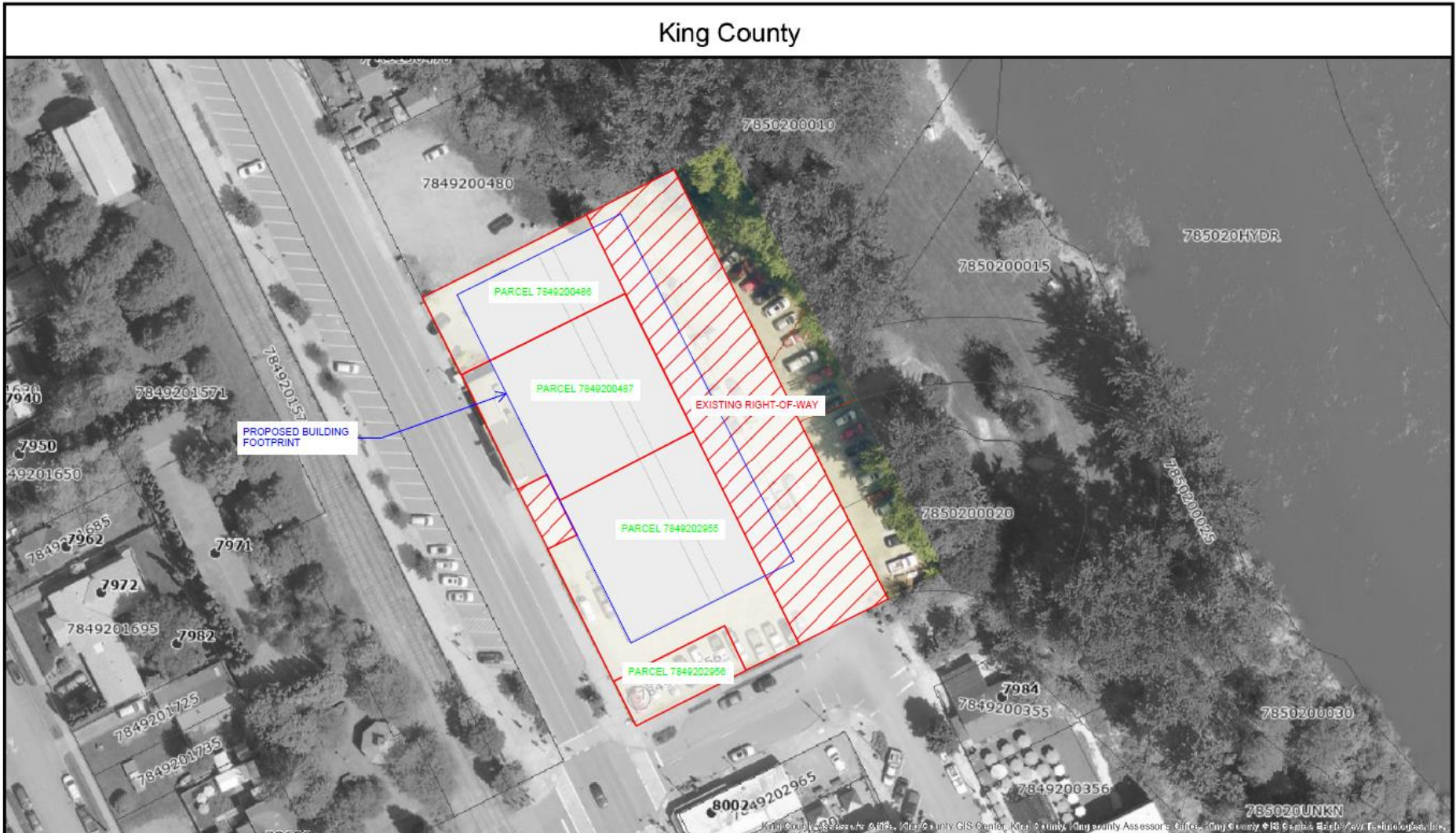
By: _____

Name: Peter Hambling

Title:

EXHIBIT A

Site



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

Date: 9/4/2024

NOTE: SITE CONSTRAINTS ARE APPROXIMATE AND SITE PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.



EXHIBIT B
Contingent Gift Agreement

EXHIBIT C

Conveyance Agreement

Exhibit D

Public Use Covenant

Exhibit E

Fundraising Plan

OVERVIEW OF PACIFIC WEST RAIL

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 actively searching for a new location to construct a dedicated building for an expanded and reimagined model railroad display in a museum setting. The City of Snoqualmie quickly emerged as the leading option due to strong government backing, high tourist traffic, and existing railroad-themed attractions. Initially, a prominent lot within the city limits was selected, and the attraction was renamed Pacific West Rail to enhance its identity. However, with guidance from the Snoqualmie Tribe, the team decided to relocate the project to Downtown Snoqualmie. This location offered a deeper connection to railroad history and tourism, while ensuring a respectful distance from a sacred Snoqualmie Tribe site.

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.

The Snoqualmie Tribe has played a crucial role in deepening our understanding of the spiritual significance of the area. They have provided valuable input on how to construct a museum that is not only respectful but also appropriately located in relation to their sacred sites.

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.

FEASIBILITY

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 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.

The construction of the Pacific West Rail Museum is also expected to benefit the City of Snoqualmie. The Northwest Railway Museum, already a major draw for tourists, estimates its annual visitors at 130,000, and we anticipate significant crossover between the audiences of both museums. Furthermore, the proposed location for the Pacific West Rail Museum aligns with Snoqualmie's rich rail history and tourism, helping to establish a railroad district in the heart of downtown. This development is likely to extend visitor stays, creating opportunities for local businesses, including shopping, dining, and accommodations.

MUSEUM & CAMPUS

The Pacific West Rail Museum

The design crafted by Olson Kundig is a two-story structure. A building footprint of roughly 220' x 110' should provide approximately 35,000 square feet of interior space plus 1,885 square feet of outdoor covered balcony. This provides room for permanent and rotating exhibits, event and catering space, gift shop, and a variety of educational and interpretive programming.

The roughly 1.13-acre museum site is envisioned as a community gathering space. It will feature a roughly 60' wide park space extending from Railroad Avenue along King Street, connecting to Sandy Cove Park. This design will link downtown Snoqualmie with key attractions, including the railroad depot, Railroad Community Park, Sandy Cove Park, and the future Riverwalk Project, creating a seamless connection throughout the area.

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.

FUNDRAISING SOURCES

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.

Exhibit F

Preliminary Project Budget

Provided by Olson Kundig

Building Hard Costs (Materials + Construction):

\$21,434,000 - \$27,361,435

Building Soft Costs (Design Team + Consultants):

\$2,250,601 - \$4,120,000

Exhibition Hard Costs (Materials + Fabrication):

\$2,575,000 - \$4,006,700

Exhibition Soft Costs (Design Team + Consultants):

Deferred

Exhibition Soft Costs (Design Team + Consultants):

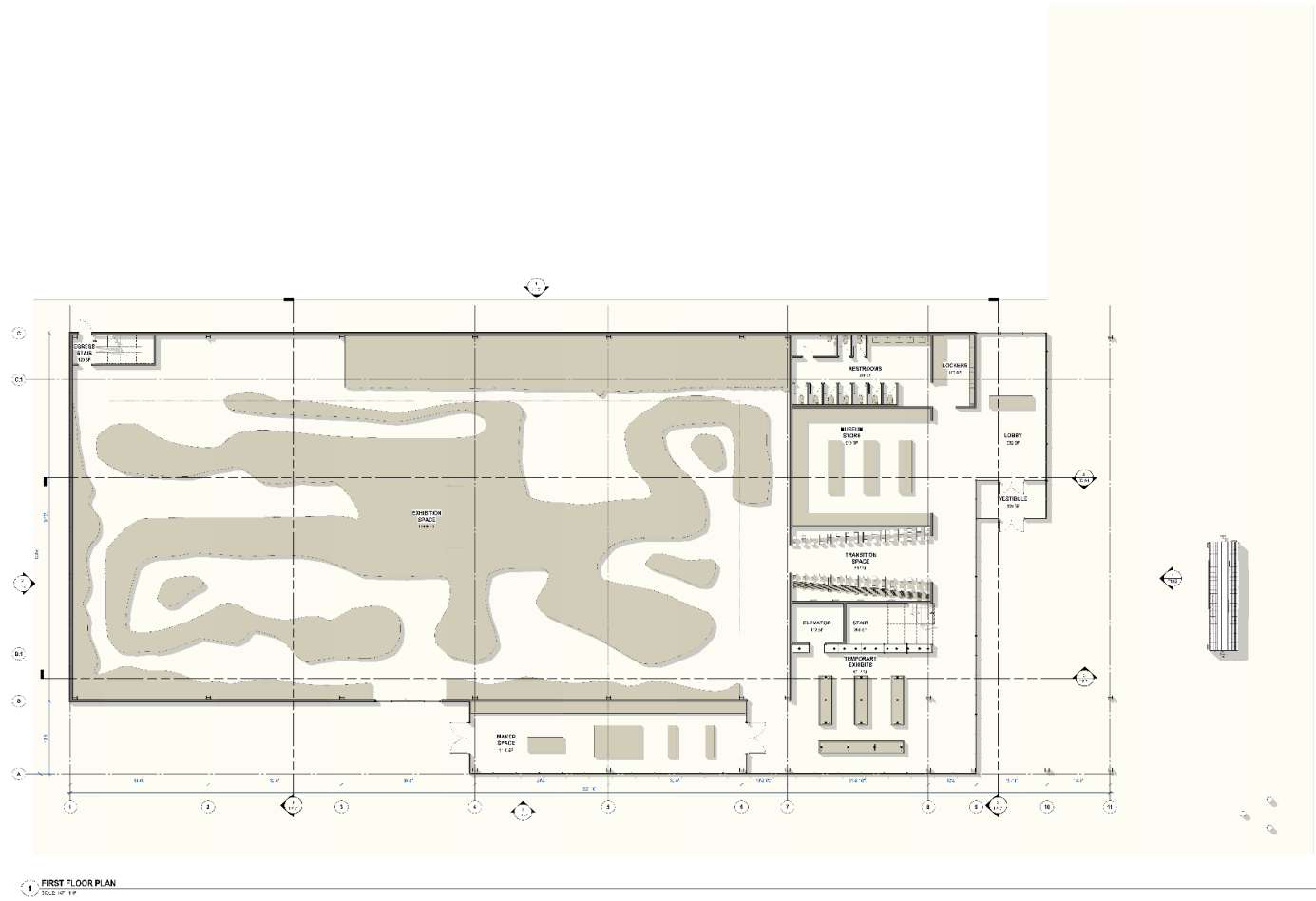
Deferred

Total:

\$26,259,601 - \$35,488,135

Exhibit G

Preliminary Project Design



Olson Kundig
ARCHITECTS
1000 10TH AVENUE, SUITE 200
DENVER, COLORADO 80202
TEL: 303.733.8900
WWW.OLSONKUNDIG.COM

SKOWHEGAN RAILROAD MUSEUM
P.O. BOX 100
SKOWHEGAN, VT 05488

DATE: 08/20/14

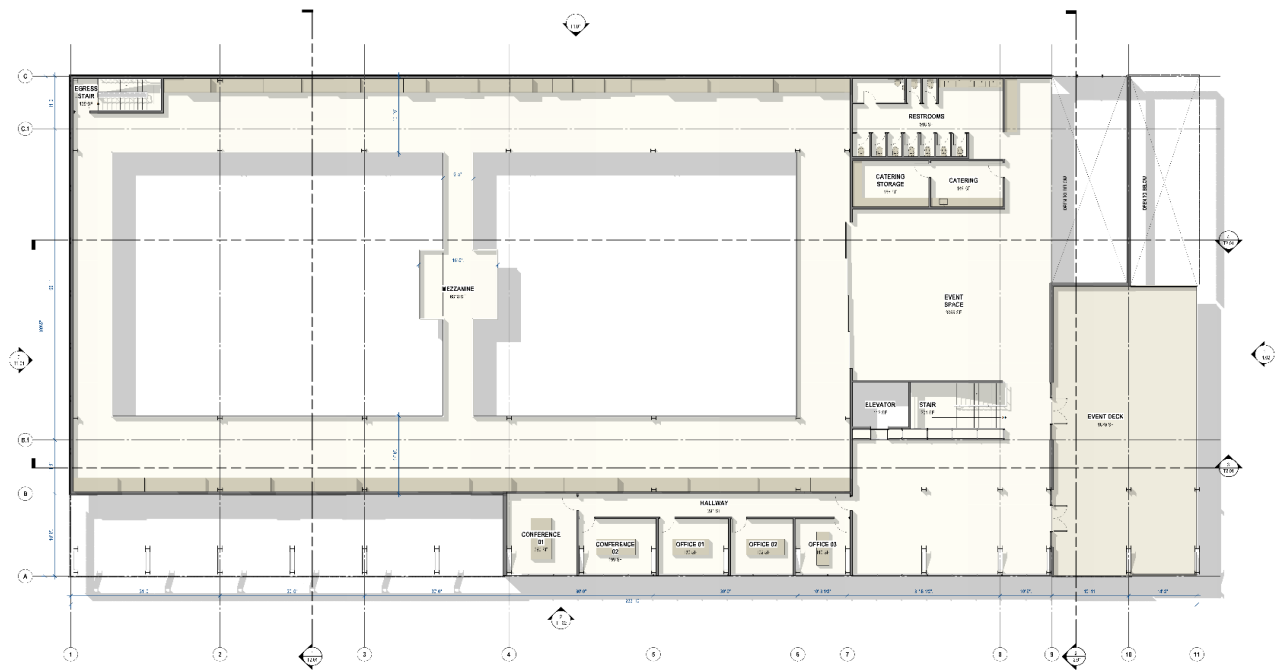
NOT FOR CONSTRUCTION

DATE: 08/20/14

GROUND LEVEL PLAN

T0.01

Exhibit G-1



1 SECOND FLOOR PLAN
SAP 10-11

<p>Olson Kundig <small>ARCHITECTS PLLC 1000 1st Avenue, Suite 200 Seattle, WA 98101 Phone: 206.461.4500 Fax: 206.461.4501 www.olsonkundig.com</small></p>	
<p>PROJECT: SNOQUALMIE RAILROAD MUSEUM <small>2925 Sandpoint Ave. Snoqualmie, WA 98065</small></p>	
<p>DATE: _____</p>	
<p>BY: _____</p>	
<p>FOR: _____</p>	
<p>NO. _____</p>	
<p>DATE FOR CONSTRUCTION: _____</p>	
<p>ENTER PLACE: 080204</p>	
<p>SCALE: _____</p>	
<p>UPPER LEVEL PLAN</p>	
<p>T0.02</p>	



Exhibit G-2



2 NORTHWEST ELEVATION
SHEET NO. T1.01

1 NORTHEAST ELEVATION
SHEET NO. T1.01

Olson Kundig
 ARCHITECTS
 3000 LUTHER DRIVE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.8000
 WWW.OLSKUNDIG.COM

PROJECT:
 BRIDGEMAN FAIRBOURNA MUSEUM
 100 BRIDGEMAN DRIVE, FAIRBOURNA, MN 56001

DATE:
 08/14/2014

DRAWING NO.:
 T1.01

SCALE:
 AS SHOWN

NOT FOR CONSTRUCTION
 EXTERIOR ELEVATIONS
 T1.01



1 SOUTHEAST ELEVATION
SCALE: 1/8"=1'-0"



2 SOUTHWEST ELEVATION
SCALE: 1/8"=1'-0"

Olson Kundig
 1000 Broadway, Suite 200
 Seattle, WA 98109
 Phone: 206.461.4000
 Fax: 206.461.4001
 www.olsonkundig.com

PROJECT:
 SIMCO/LALME RAILROAD MUSEUM
 3700 Railroad Ave. Snohomish, WA 98296

OWNER:

DESIGNED BY: OLSON KUNDIG
 PROJECT NO.: 100000000
 DATE: 12/11/10
 DRAWING NO.: 100000000-0001
 SHEET NO.: 1 OF 1

REVISIONS:

NOT FOR CONSTRUCTION
 Enter Phase
 02/20/14

EXTERIOR ELEVATIONS

DATE: T1.02



4 BUILDING SECTION 04
Elev. 175.0



3 BUILDING SECTION 02
Elev. 175.0



2 BUILDING SECTION 03
Elev. 175.0

1 BUILDING SECTION 01
Elev. 175.0

Olson Kundig
 ARCHITECTS
 1000 15th Avenue, Suite 1000
 Denver, Colorado 80202
 (303) 733-4000
 olsonkundig.com

PROJECT
 SNOQUALMIE RAILROAD MUSEUM
 1700 Fairchild Park Square, Snohomish, WA 98290

programmatic: 1700 sqm
 project manager: LCM, SSM
 owner: F. W. Olin
 architect: Olson Kundig
 2014: LCM, SSM

NOT FOR CONSTRUCTION
 Entry Phase
 02/2012

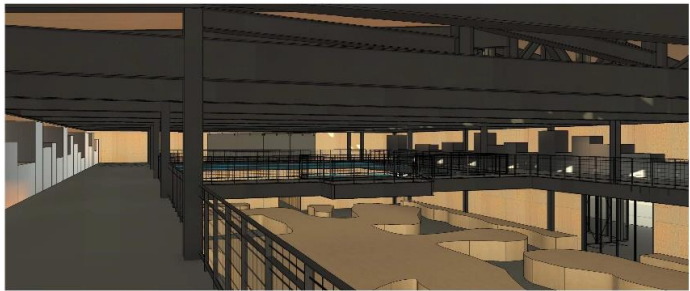
SECTIONS
 T2.01



4 TEMPORARY EXHIBITS
1/24/19



2 EXHIBITION SPACE
1/24/19



3 MEZZANINE VIEW
1/24/19



1 PLAZA PERSPECTIVE
1/24/19

<p>Olson Kundig <small>1000 Broadway, Suite 200 Seattle, WA 98109 Phone: 206.465.4300 Fax: 206.465.4301 olsonkundig.com</small></p> <p>Project: SNOQUALMIE RAILROAD MUSEUM <small>1700 Railroad Ave., Snoqualmie, WA 98065</small></p>	
<p>18" x 24"</p>	
<p>DATE: 01/24/19</p> <p>PROJECT NO: 180000000</p> <p>REV: 01</p> <p>JOB NO: 180000000</p>	<p>NO FOR CONSTRUCTION</p> <p>Enter Phase</p> <p>000004</p>
<p>PERSPECTIVES</p>	
<p>Sheet</p> <p>T3.00</p>	

Exhibit H

Preliminary Project Schedule

Schematic Design = 12 weeks

Design Development = 12 weeks

Apply for Building Permit [HERE](#)

Construction Documents = 16 weeks

Construction estimate = 2 years

CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below ("Effective Date"), by and between the CITY OF SNOQUALMIE, a municipal corporation organized under the laws of the State of Washington (the "City") and the PACIFIC WEST RAIL FOUNDATION, a Washington nonprofit corporation ("PWRF").

WHEREAS, the City owns certain real property located in King County, further described on Exhibit A-1, attached hereto ("City Parcels");

WHEREAS, PWRF's affiliate, [REDACTED] ("Hambling LLC"), is the buyer under that certain Agreement of Purchase and Sale dated [REDACTED] ("PSA"), pursuant to which Hambling LLC will acquire from Seventy-Nine Forty, LLC ("City") certain real property located in King County, further described on Exhibit A-2, attached hereto ("Hambling LLC Parcels");

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;

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;

WHEREAS, Hambling has formed PWRF to which he intends to donate the PWR in its entirety pursuant to that certain Contingent Gift Agreement by and among PWRF, Hambling, Lorrie Hambling, and [LLC under PSA], dated on or about the date hereof ("Hambling Gift Agreement");

WHEREAS, under the Hambling Gift Agreement, Hambling LLC intends to donate the Hambling LLC Parcels to PWRF;

WHEREAS, the City enjoys a rich railroad history and also is the home to the legacy Northwest Railway;

WHEREAS, PWRF is willing to (i) construct a railroad museum, to be known as the Pacific West Rail Museum ("Museum") pursuant to that certain Development Agreement by and among PWRF and City dated on or about the date hereof ("Development Agreement"), featuring the PWR and (ii) operate the Museum on the Land (defined in the Development Agreement) on the express condition that City convey the City Parcels to PWRF;

WHEREAS, City believes it serves an important public function and provides a substantial public benefit to have a vibrant and successful Museum on the Land and desires to transfer fee ownership of the City Parcels to PWRF, pursuant to the terms and conditions set forth below; and

WHEREAS, the City has determined that the public benefits represented by the corollary gift of the model railroad collection and the balance of site required for the development of the PWRF museum as well as PWRF's commitments to construct and operate the public museum pursuant to the Covenant (as defined below) represent more than adequate consideration for the transfer of the City Parcels to PWRF.

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

1. **TOTAL MONETARY COMPENSATION:** There is no monetary compensation for the above-described transactions. The City Parcels are being granted in exchange for the PWRF’s agreement to construct the Museum pursuant to the Development Agreement and operate the same pursuant to the Covenant.

2. **ESCROW.** Following the Effective Date, PWRF will establish an escrow (the “Escrow”) with [REDACTED] (“Escrow Holder”). The provisions of this Agreement will constitute joint instructions to Escrow Agent; provided, however, that the parties will execute such additional instructions as requested by Escrow Agent not inconsistent with the provisions of this Agreement.

3. **TITLE:** PWRF shall accept the City Parcels with title to the underlying properties as-is, provided, however, City shall remove all monetary liens (“Liens”) prior to transferring fee ownership of the City Parcels to PWRF. City shall not create or permit any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way or other matters affecting title to the City Parcels prior to such transfer, and any City created title exceptions shall be subject to PWRF acceptance, in its reasonable discretion. Delivery of title in accordance with the foregoing shall be evidenced by the willingness of the Escrow Agent to issue, at Closing, a standard form ALTA owner’s policy of title insurance in assessed value of the City Parcels showing title to the City Parcels vested in PWRF, or its permitted assignee, in form and with such endorsements thereto as PWRF may reasonably request (the “Title Policy”).

4. **USE OF THE CITY PARCELS:** As partial consideration for the City Parcels, PWRF shall operate the Museum on the Land pursuant to the terms of a Public Use Covenant (“Covenant”) substantially in the form attached as Exhibit B.

City covenants and agrees that the City Parcels will, except as may be required in the Development Agreement, remain in its current condition (as of the Effective Date) until and through the Closing Date and that, until and through the Closing Date, City will refrain from and will not actively permit any intentional use of the City Parcels for any purpose or in any manner that would adversely affect the ability of PWRF to use the City Parcels as intended. City covenants and agrees that, on and after the Effective Date and until and through the Closing Date, City will not intentionally create any leases, licenses, easements, tenancies, possessions, rights of way, or other rights to use or occupy any portion of the City Parcels, whether of record, prescriptive, or otherwise not of record with respect to the City Parcels. In the event that (a) City fails to maintain the City Parcels in the condition required by this Section 4, (b) City fails to refrain from or actively permits use of the City Parcels for any purpose or in any manner that would adversely affect PWRF’s intended use, or (c) loss or damage occurs to the City Parcels at any time prior to the Closing: (i) PWRF may, without liability, refuse to accept the City Parcels, in which event City will pay any escrow cancellation fees due to Escrow Agent; or (ii) alternatively, PWRF may elect to accept conveyance of the City Parcels.

5. **CLOSING DATE:** The closing of the property transfer (“Closing”) shall take place on the Closing Date. As used herein, “Closing Date” means the date that is mutually agreed by the parties, but in no event shall the Closing Date occur prior to all of the conditions precedent described in Section 8 below being satisfied, it being in intent of the intent of the parties that the closings under the various agreements related to the development of the Museum and referenced herein occur simultaneously.

6. **REPRESENTATIONS AND WARRANTIES OF CITY:**

City hereby covenants, warrants and represents to PWRF that as of the Effective Date and as of the Closing Date:

(a) **Status; Authority.** City has all requisite power and authority to own and operate the City Parcels. City has full power and authority to execute and deliver this Agreement and all related documents executed by City in connection with the consummation of the transaction contemplated hereby (collectively with this Agreement, “City’s Transaction Documents”), and to carry out the transactions contemplated herein and therein. This Agreement is, and each of City’s Transaction Documents will on the Closing Date be, duly executed and delivered and each (when executed and delivered) will be valid, binding and enforceable against City in accordance with their terms, except as such enforceability may be limited by creditors rights laws, or general principals of equity.

(b) No Conflict; Consents and Approvals. The execution and delivery of this Agreement and the other City's Transaction Documents and the consummation of the transactions contemplated herein and therein do not result in a breach (either alone or with the giving of notice and/or the passage of time) of the terms and conditions of, nor constitute a default under, or violation of, or accelerate or permit the acceleration of the performance required by, any of the terms or provisions of: (a) any law, regulation, court order, statute, ruling, ordinance, rule, requirement, or decree of any Governmental Authority (as defined below), whether federal, state, or local, at law or in equity (collectively, "Laws"), applicable to City or any of its properties or assets; or (b) any mortgage, note, bond, indenture, agreement, license, contract, lease or other instrument or obligation to which City is a party or by which City or any of the assets of City may be bound or affected. No filing with or approval, consent or authorization of any federal, state, municipal or other governmental body, court, department, commission, board, bureau, agency or instrumentality ("Governmental Authority") or third party is required for City to enter into and to perform its obligations under City's Transaction Documents.

(c) Litigation. There is no action, suit, claim, proceeding or investigation (whether or not purportedly on behalf of or against City) pending or, to the best of City's knowledge, threatened against or affecting City or the City Parcels, nor, to City's knowledge, is there a basis for any such action, suit, claim, proceeding or investigation. Neither City nor the City Parcels are subject to any judgment, award, order, writ, injunction, arbitration decision or decree. The transaction contemplated herein has not been challenged by any Governmental Authority or any other person, nor does City know or have reasonable grounds to know of any basis for any such actions, suits or proceedings.

(d) Compliance with Law. City is in material compliance with all applicable Laws related to its ownership of the City Parcels.

(e) Title Conveyed. City is the sole and exclusive owner of the City Parcels and has good and valid title to the City Parcels, free and clear of liens, and no other third party has any claim to or interest in any of the City Parcels. City has complete and unrestricted power and the unqualified right to sell, assign, transfer and deliver the City Parcels to PWRF, and at the Closing PWRF will acquire good and valid title to the City Parcels, free and clear of all liens.

(f) Undisclosed Liabilities. To the best of City's knowledge, there is no claim or liability of any nature whatsoever, whether absolute, accrued, contingent or otherwise, that alone or combined with all claims or liabilities would reasonably be expected to have a material adverse effect upon the City Parcels.

(g) Environmental Matters. As used in this Agreement, "Hazardous Substance" shall mean all of those hazardous substances, pollutants, contaminants, chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal, state or local Law based upon, directly or indirectly, such properties or effects, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, and the Washington Model Toxics Control Act, each as now or hereinafter amended, and any flammable or explosive material, radioactive material, dioxins, heavy metals, radon gas, asbestos, petroleum hydrocarbons or other petroleum products or by-products, medical or infectious waste or materials, lead, polychlorinated biphenyls (PCBs), mold or any other chemical, substance, material, controlled substance, object, condition, waste, living organisms or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects.

(i) City has not, and to the best of City's knowledge no predecessor in interest of City or any other person or entity has, generated, manufactured, stored, transported, treated, recycled, disposed of or otherwise handled in any way any Hazardous Substances on, beneath or about any of the City Parcels.

(ii) City has not received any notice, complaint, order or action from any Governmental Authority or private or public entity or person relating to Hazardous Substances or environmental, health or safety problems, impairments or liabilities with respect to operation of the City

Parcels or advising City that it is potentially responsible for response costs or remediation with respect to a release or threatened release of any Hazardous Substances.

(h) Taxes. All federal, state and other tax returns and reports required to be filed in connection with the City Parcels have been duly filed or will be timely filed in accordance with the requirements of applicable Law, and all taxes and other assessments and levies (including all interest and penalties), including, without limitation, income, franchise, real estate, sales, gross receipts, use, excise and service taxes and employee withholding taxes (“Taxes”), owed in connection with the ownership of the City Parcels have been paid or will be timely paid in accordance with the requirements of applicable Law. No statute of limitation has been waived with respect to any Tax applicable to City or the City Parcels and all such Taxes required by law to be withheld or collected have been duly withheld and collected and have been paid over to the proper Governmental Authorities or segregated and set aside for such payment and, if so segregated and set aside, shall be so paid by City as required by applicable Law. Neither the IRS nor any other taxing authority is now asserting or is threatening to assert against City any deficiency or claim for additional Taxes or interest thereon or penalties in connection therewith. None of the City Parcels is subject to any lien for payment of any Tax or assessment, other than Taxes and assessments not yet due and payable.

(i) Condition. City shall cause the City Parcels, as of the Closing Date, to be in the condition required by the Development Agreement.

7. REPRESENTATIONS AND WARRANTIES OF PWRF:

PWRF hereby warrants and represents to City that as of the Closing Date and as of the Effective Date:

(a) Status; Authority. PWRF is duly organized and validly existing under the laws of the State of Washington, with all requisite power and authority to own and operate its property and to carry on its business as now conducted. PWRF has full power and authority to execute and to deliver this Agreement and all related documents (collectively, “PWRF’s Transaction Documents”), and to carry out the transactions contemplated herein. The execution, delivery and performance of PWRF’s Transaction Documents by PWRF have been duly and validly authorized by all necessary company action. This Agreement is and each of PWRF’s Transaction Documents will on the Closing Date be duly executed and delivered and each (when executed and delivered) will be valid, binding and enforceable as against PWRF in accordance with its terms except as such enforceability may be limited by applicable creditors rights laws and general principles of equity.

(b) No Conflict. The execution and delivery of PWRF’s Transaction Documents and the consummation of the transaction contemplated therein do not result in a breach (either alone or with the giving of notice and/or the passage of time) of the terms and conditions of nor constitute a default under, or violation of, or accelerate or permit the acceleration of the performance required by, any of the terms or provisions of: (a) PWRF’s Articles of Incorporation and Bylaws; (b) any Laws applicable to PWRF; or (c) any mortgage, note, bond, indenture, agreement, license, contract, lease, or other instrument or obligation to which PWRF is a party or by which PWRF or any of the assets of PWRF may be bound or affected.

8. **CONDITIONS PRECEDENT TO CLOSING:** The obligations of the parties to consummate the transfer contemplated herein is subject to the satisfaction as of the Closing of the following conditions:

(a) City and PWRF are each prepared to execute and deliver the Covenant.

(b) The City Council has approved the transactions contemplated herein and has enacted all necessary ordinances(s) permitting conveyance of the City Parcels and development and operation of the Museum.

(c) The City shall be prepared to vacate the (i) City street right of way separating the City Parcels and the Hambling LLC Parcels and (ii) City street right of way immediately to the east of the City Parcels and Hambling Parcels, each as depicted on Exhibit C attached hereto and further described in the Development Agreement (“Street Vacation”). The parties acknowledge and agree that the Street Vacation is intended to occur immediately after Hambling LLC acquires the Hambling LLC Parcels and that the City Parcels are intended to be conveyed to PWRF enlarged by the Street Vacation.

(d) PWRF has satisfied all conditions in the Development Agreement to issue the Notice to Proceed (as defined in the Development Agreement) and is committed to do the same.

(e) All conditions precedent under the PSA have been satisfied or waived by Hambling LLC and the parties to the PSA are ready to close.

9. CLOSING DELIVERABLES: The parties shall each deliver the following documents to the Escrow Agent no later than 5:00 P.M. (Pacific Time) on the date that is one (1) business day prior to the Closing Date:

(a) PWRF Deliverables.

- (i) the Covenant duly executed and notarized by PWRF.
- (ii) a memorandum of purchase right (the “Purchase Right Memo”) duly executed and notarized by PWRF in substantially the form of Exhibit D attached hereto¹.
- (iii) a closing statement prepared by Escrow Agent and approved by PWRF and City, consistent with the terms of this Agreement (the “Closing Statement”) duly executed by PWRF.
- (iv) such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.

(b) City Deliverables.

- (i) a statutory warranty deed (the “Deed”) in substantially the form of Exhibit E attached hereto, duly executed and notarized by City.
- (ii) an original counterpart to the Covenant duly executed and notarized by City.
- (iii) an original counterpart to the Purchase Right Memo duly executed and notarized by City.
- (iv) such other documents, certificates and other instruments as may be reasonably required by the Escrow Company to consummate the transaction contemplated hereby.

10. RIGHT TO ACCESS; CONDITION; DISCLOSURE STATEMENT.

(a) Right to Access. Through the earlier of the Closing or the termination of this Agreement, PWRF and its agents, attorneys, licensed and insured engineers, architects advisors and consultants shall have the right, upon reasonable prior written notice to City (which shall in any event be at least 24 hours in advance) and at PWRF’s sole cost, risk and expense to access and inspect the City Parcels, provided that any such inspection shall not unreasonably impede the normal day-to-day business operation of the City Parcels, and provided further that City shall be entitled to accompany PWRF and its agents on such inspection.

(b) As-Is Condition. PWRF acknowledges, by its initials as set forth below, that the provisions of this Section 10(b) have been required by City as a material inducement to enter into the contemplated transactions, and the intent and effect of such provisions have been explained to PWRF by PWRF’s counsel and have been understood and agreed to by PWRF.

EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS (AS DEFINED

¹ NTD: This is in reference to the City’s purchase rights in the Development Agreement.

BELOW), PWRF ACKNOWLEDGES AND AGREES THAT, UPON CLOSING, CITY SHALL TRANSFER AND CONVEY TO PWRF, AND PWRF SHALL ACCEPT, THE CITY PARCELS IN THEIR “AS IS, WHERE IS, WITH ALL FAULTS” CONDITION, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN ANY AGREEMENT OR INSTRUMENT EXECUTED BY CITY AND DELIVERED TO PWRF AT CLOSING (“CLOSING DOCUMENTS”).

PWRF Initials

(c) Disclosure Statement. PWRF waives the requirement that City deliver to PWRF a Real Property Disclosure Statement as required by RCW 64.06.013 (the “Disclosure Statement”); provided, however, that if the answers to any of the questions in the section entitled “Environmental” would be “yes,” PWRF does not waive receipt of the “Environmental” section of the Disclosure Statement. By executing this Agreement, PWRF acknowledges that it has received the “Environmental” section of the Disclosure Statement attached hereto as Exhibit E and completed by City, and PWRF waives its right to receive the balance of the completed Disclosure Statement. The Disclosure Statement shall not constitute representations and warranties under this Agreement. All materials delivered by City hereunder, including the Disclosure Statement, shall be without warranty or representation as to accuracy or completeness, and nothing herein shall be interpreted as requiring City to obtain documents from any government agency or other third party.

11. TRANSACTION COSTS; RISK OF LOSS

(a) Transaction Costs. City shall pay (i) one-half (1/2) of any escrow or closing charge of the Escrow Agent; (ii) the cost of curing, and to record any instruments necessary to cure, any title objections that City elects or is obligated to cure under this Agreement; (iii) all grantor transfer taxes, deed stamps, real estate excise taxes, conveyance taxes, mortgage recording taxes and documentary stamp taxes (“Transfer Taxes”) with respect to the City Parcels; and (iv) one-half (1/2) of the cost of recording the Deed.

PWRF shall pay (i) one-half (1/2) of any escrow or closing charge of the Escrow Agent; (ii) all expenses relating to its inspection of the City Parcels including, but not limited to, engineering, environmental and property surveys obtained by PWRF; (iii) any cost incurred in connection with any lender’s title insurance premiums, endorsements or additional coverage added thereto; (iv) the cost of the premium for the Title Policy and all premiums and costs associated with any endorsements, extended, comprehensive or additional coverage to the Title Policy; (v) all costs incurred by PWRF in connection with any financing PWRF obtains relating to its acquisition of the City Parcels (including, without limitation, payment of the mortgage registration tax); and (vi) one-half (1/2) of the cost of recording the Deed.

(b) Transfer Taxes. PWRF and City agree to comply with all real estate transfer tax laws applicable to the transfer of the City Parcels. City and PWRF shall pay their respective shares of prorations of taxes and other closing costs. Except as otherwise expressly provided in this Agreement, each party shall pay the fees of its own attorneys, accountants and other professionals. Each of PWRF, on the one hand, and City, on the other hand, shall indemnify the other and their respective successors and assigns from and against any and all loss, damage, cost, charge, liability or expense (including court costs and reasonable attorneys’ fees) which such other party may sustain or incur as a result of the failure of either such party to timely pay any of the aforementioned Transfer Taxes, fees or other charges for which it has assumed responsibility under this Section. The provisions of this Section 9(b) shall survive the Closing or the termination of this Agreement.

(c) Risk of Loss. All risk of loss relating to the City Parcels shall remain with City until Closing. In the event the City Parcels, or any material portion thereof, is substantially destroyed or substantially damaged prior to the Closing, or in the event of the taking of all or any material portion of the City Parcels by eminent domain proceedings, or the commencement of such proceedings prior to Closing, PWRF shall have the right, at PWRF’s option, to terminate this Agreement by delivering notice to City within ten (10) business days after PWRF’s discovery of such damage or condemnation action, in which case (and notwithstanding any other provision to the contrary in this Agreement) and except as otherwise provided herein, the parties shall have no further rights or obligations under this Agreement. If PWRF does not so terminate this Agreement, then PWRF shall proceed to close,

in which event upon the Closing, City shall pay to PWRF the amount of any insurance proceeds or condemnation awards collected by City as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible or co-insurance, less any sums expended by City toward the collection of such proceeds or awards and the restoration or repair of the City Parcels (the nature of which restoration or repairs, but not the right of City to effect such restoration or repairs, shall be subject to the approval of PWRF, which approval shall not be unreasonably withheld, conditioned or delayed). If the proceeds or awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to PWRF (and the Closing shall be extended to the day which is one (1) business day following such assignment), except to the extent needed to reimburse City for sums expended to collect such proceeds or awards or to repair or restore the City Parcels, and City shall retain the rights to such proceeds and awards to such extent.

12. ADJUSTMENTS

(a) In General. All income and expenses, to the extent applicable, arising from the conduct of the business on the City Parcels, including all utilities, vendor charges, any assessments, and real estate taxes, shall be apportioned between PWRF and City as of 12:01 a.m. on the Closing Date, in accordance with the principle that City shall be entitled to and responsible for all revenue, expenses and obligations arising from the conduct of the business or ownership of the City Parcels before 12:01 a.m. on the Closing Date, and PWRF shall be entitled to and responsible for all revenue, expenses and obligations arising from the conduct of the business or ownership of the City Parcels on and after the Closing Date. The net amount thereof under this Article X shall be reflected on the Closing Statement.

(b) Other Adjustments. If applicable, Closing Statement shall reflect the adjustment of any other item which, under the explicit terms of this Agreement, is to be apportioned at Closing. Any other items of operating income or operating expense that are customarily apportioned between the parties in real estate closings of comparable commercial properties in the metropolitan area where the City Parcels is located shall be prorated as applicable, however, there will be no prorations for insurance premiums or payroll (because PWRF is not acquiring or assuming City’s insurance or employees).

13. NOTICES: Any and all notices, consents, approvals and other communications required or permitted under this Agreement 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 Agreement 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 City: City of Snoqualmie
c/o City Administrator
P.O. Box 987
Snoqualmie, WA 98065

If to PWRF: _____

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

14. INDEMNIFICATION:

(a) Indemnification by City. Following the Closing, City shall indemnify and hold PWRF, and its Affiliates, members, partners, shareholders, officers and directors, representatives and agents of each of the

foregoing (collectively, “PWRF-Related Entities”) harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys’ fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses (“Losses”) arising out of, or resulting from (a) any breach of any representation or warranty of City contained in this Agreement or in any Closing Document or (b) any breach of any covenant of City contained in this Agreement or in any Closing Document that expressly survives the Closing.

(b) Indemnification by PWRF. Following the Closing, PWRF shall indemnify and hold City and its Affiliates, members and partners, shareholders, officers, directors, representatives and agents of each of the foregoing (collectively, the “City-Related Entities”) harmless from any and all Losses arising out of, or in any way resulting from (a) any breach of any representation or warranty by PWRF contained in this Agreement or in any Closing Document or (b) any breach of any covenant of PWRF contained in this Agreement or in any Closing Document that expressly survives the Closing.

(c) Survival. Notwithstanding anything in this Agreement to the contrary, the representations, warranties and covenants of City contained in this Agreement and the Closing Documents that expressly survive the Closing shall survive for a period of nine (9) months after the Closing (the “Survival Period”) unless a longer or shorter period is expressly provided for in this Agreement; provided, however, the Survival Period shall not apply in the event of City fraud or intentional, bad faith material misrepresentation. No claim for indemnification under this Section 14 and no action or proceeding with respect to such claim shall be valid or enforceable, at law or in equity, unless (A) a Claim Notice is delivered prior to the expiration of the Survival Period and (B) a legal proceeding is commenced prior to the expiration of the Survival Period.

(d) Notification. In the event that any indemnified party (“Indemnified Party”) becomes aware of any claim or demand for which an indemnifying party (an “Indemnifying Party”) may have liability to such Indemnified Party hereunder (an “Indemnification Claim”), such Indemnified Party shall promptly, but in no event more than thirty (30) days following such Indemnified Party’s having become aware of such Indemnification Claim, notify the Indemnifying Party in writing of such Indemnification Claim, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Indemnification Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a “Claim Notice”); provided, that no delay on the part of the Indemnified Party in giving any such notice of a Indemnification Claim shall relieve the Indemnifying Party of any indemnification obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such delay.

15. DEFAULT.

(a) PWRF’S Default. If PWRF is in material default or material breach of one or more of PWRF’s representations, warranties or obligations under this Agreement of which City has provided PWRF written notice of and PWRF has failed to cure within ten (10) days of such notice (but in all events such material breach or default is not cured prior to the Closing Date, if earlier), provided that PWRF shall not be entitled to such notice and opportunity to cure for failure to perform obligations to occur on the Closing Date (a “PWRF Default”), then City’s sole and exclusive remedy for such default shall be to terminate this Agreement by giving notice of such termination to PWRF (with a copy to Escrow Agent) and City and PWRF shall have no further obligations under this Agreement, except those which expressly survive such termination.

(b) City’s Default. If City is in material default or material breach of one or more of City’s representations, warranties or obligations under this Agreement of which PWRF has provided City written notice of and City has failed to cure within ten (10) days of such notice (but in all events such material breach or default is not cured prior to the Closing Date, if earlier), provided that City shall not be entitled to such notice and opportunity to cure for failure to cause the transfer of the City Parcels on the Closing Date (a “City Default”), then PWRF shall as its sole and exclusive remedy and at its election, be entitled to: (1) terminate this Agreement and City shall promptly reimburse Buyer for all of its reasonable costs incurred in connection with this Agreement (including, without limitation, all due diligence costs, consultant fees, reasonable attorney’s fees, and brokerage commissions) in an amount not to exceed \$100,000, (2) pursue an action for specific performance, within the thirty (30) day period

following the occurrence of such City Default, (3) pursue specific performance of Seller's obligations under this Agreement, or (4) waive such City Default and proceed to Closing as contemplated herein.

16. MISCELLANEOUS.

(a) No Partnership. Nothing contained in this Agreement shall create any partnership, joint venture or other relationship between PWRF and City.

(b) Construction. City and PWRF 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.

(c) 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 Agreement shall be deemed a waiver of a breach of any other provision of this Agreement 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.

(d) Headings. The headings used for the various articles and sections of this Agreement are used only as a matter of convenience for reference, and are not to be construed as part of this Agreement or to be used in determining the intent of the parties of this Agreement.

(e) Partial Invalidity. If any term, covenant, provision or condition of this Agreement 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 Agreement 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 City and PWRF which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

(f) Time of Essence. Time is of the essence of this Agreement and of all provisions hereof.

(g) Entire Agreement. Together with the Development Agreement, 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. This Agreement may not be amended, changed, modified or altered, except by an instrument in writing duly executed by City and PWRF (or their successors in title) upon approval by the City Council.

(h) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereto. No party shall be entitled to assign its rights or delegate its obligations hereunder without the other party's prior written consent.

(i) Consents and Approvals. In any instance when either party's consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed. No permission, consent, or approval of City 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, nor shall any such consent or approval be construed to authorize any failure to comply with such applicable Laws.

(j) Governing Law; Jurisdiction and Venue. This Agreement, 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. 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.

(k) Dispute Resolution. In the event of a dispute arising out of 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 Manager of City and the executive director or board chair of PWRP. 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. City and PWRP 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 City and PWRP.

(l) Attorney's Fees. In the event of litigation or other proceedings involving the parties to this Agreement to enforce any provision of this Agreement, to enforce any remedy available upon default under this Agreement, or seeking a declaration of the rights of either party under this Agreement, the substantially prevailing party shall be entitled to recover from the other such reasonable attorneys' fees and costs as may be actually incurred, including its costs and fees on appeal.

(m) 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 City or PWRP 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 City and PWRP.

(n) Counterparts. This Agreement may be executed in counterparts for the convenience of the parties, and such counterparts shall together constitute one Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their signatures to this Agreement, effective as of the later of the dates shown below.

CITY:

CITY OF SNOQUALMIE,
a Washington municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

PWRF:

PACIFIC WEST RAIL FOUNDATION,
a Washington nonprofit corporation

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A-1

City Parcels

[to be attached]

PACIFICA 2024-09-03 DRAFT
CITY 2024-09-10 REDLINE

Exhibit A-2

Hambling LLC Parcels

[to be attached]

PACIFICA 2024-09-03 DRAFT
CITY 2024-09-10 REDLINE

Exhibit B

Form of Public Use Covenant

[to be attached]

Exhibit C

Street Vacation

[to be attached]

PACIFICA 2024-09-03 DRAFT
CITY 2024-09-10 REDLINE

Exhibit D

Purchase Right Memo

[to be attached]

Exhibit E

Form of Deed

After recording, return to:

Pacifica Law Group LLP
1191 Second Avenue, Suite 2000
Seattle, WA 98101
Attn: Erik Jennings

STATUTORY WARRANTY DEED

Recording number of documents modified, assigned or released by this document: None.

Grantor: City of Snoqualmie, a Washington municipal corporation

Grantee: [_____]

Abbreviated legal description: [_____]

Assessor's Property

Tax Parcel/Account Number(s): [_____]

City of Snoqualmie, a Washington municipal corporation ("**Grantor**"), for good and valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to [_____] ("**Grantee**"), the following described real estate, situated in King County, Washington:

See Exhibit A attached hereto and incorporated herein by this reference;

SUBJECT TO the exceptions set forth on Exhibit B attached hereto.

DATED this ____ day of _____, 202_.

GRANTOR:

City of Snoqualmie,
a Washington municipal corporation

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, a _____ of _____, who executed the within and foregoing instrument on behalf of said company, and acknowledged the said instrument to be the free and voluntary act and deed of said individuals, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said limited liability company and done for the purposes and uses therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 202_.

(Print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

PACIFICA 2024-09-03 DRAFT
CITY 2024-09-10 REDLINE

EXHIBIT A TO DEED
Legal Description

PACIFICA 2024-09-03 DRAFT
CITY 2024-09-10 REDLINE

EXHIBIT B TO DEED
Permitted Exceptions

Exhibit F

Disclosure Statement

Form 17 – Environmental Section

6. ENVIRONMENTAL

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Has there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? Storm drain blocked by tree root; has been repaired. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | C. Are there any shorelines, wetlands, floodplains, or critical areas on the property? Wetlands |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | E. Is there any soil or groundwater contamination? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | F. Has the property been used as a legal or illegal dumping site? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | G. Has the property been used as an illegal drug manufacturing site? |

AFTER RECORDING, RETURN TO:

City of Snoqualmie
c/o City Administrator
P.O. Box 987
Snoqualmie, WA 98065

PUBLIC USE COVENANT

Reference numbers of related documents: N/A

Grantor: PACIFIC WEST RAIL FOUNDATION

Grantee: CITY OF SNOQUALMIE

Abbr. Legal Description: _____

Assessor's Property Tax Parcel/Account Number(s): _____

PUBLIC USE COVENANT

THIS PUBLIC USE COVENANT (this “Covenant”) is made and entered into as of _____, 202__, by and between the City of Snoqualmie, a municipal corporation organized under the laws of the State of Washington (the “City”) and Pacific West Rail Foundation, a Washington nonprofit corporation (the “PWRF”).

RECITALS

A. WHEREAS, PWRF owns certain parcels 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”);

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;

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;

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

E. WHEREAS, the City enjoys a rich railroad history and also is the home to the legacy Northwest Railway;

F. WHEREAS, 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;

G. WHEREAS, PWRF 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 Covenant on the express condition that City convey the City Conveyed Land (defined below) to PWRF;

H. WHEREAS, Hambling, in furtherance of the forgoing, has donated fee ownership of certain real property describe on Exhibit B-1 (“Hambling Conveyed Land”) to PWRF, which is part of the Land;

I. WHEREAS, City believes it serves an important public function and provides a substantial public benefit to have a vibrant and successful Museum on the Land and has transferred fee ownership of certain real property described on Exhibit B-2 (“City Conveyed Land”) to PWRF, which is a part of the Land, on the express condition that PWRF operates the Museum on the Land during the Term of this Covenant on the terms and conditions set forth below;

J. WHEREAS, City and PWRF are parties to that certain Development Agreement dated as of

[REDACTED] (as hereafter amended, the “Development Agreement”), pursuant to which PWRF shall construct the Museum on the Land;

K. WHEREAS, the City has determined that the public benefits represented by the corollary gift of the model railroad collection and the balance of site required for the development of the PWRF museum as well as PWRF’s commitments to construct and operate the public museum pursuant to this Covenant represent more than adequate consideration for the transfer of the City Parcels to PWRF; and

L. WHEREAS, the parties have agreed that this Covenant is a required condition of the City’s transfer of the City Conveyed Land to PWRF and that it will facilitate the establishment and operation of the Museum as indeed by the parties. Thus the parties are entering into this Covenant 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.

Effective Date. This Covenant is conditioned upon and will be effective upon the date when the following conditions are satisfied: (a) the City Council of City (“City Council”) has authorized this Covenant; (b) this Covenant is executed by authorized representatives of City and PWRF and recorded in the official records of King County, (c) the Development Agreement is executed by authorized representatives of City and PWRF and the Notice to Proceed has been issued thereunder, and (d) the Hambling Gift Agreement (defined below) has been executed by all parties thereto.

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

- Exhibit A: Land
- Exhibit B-1: Hambling Conveyed Land
- Exhibit B-2: City Conveyed Land
- Exhibit C: Public Benefits

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 Covenant, the following defined terms used herein shall have the meanings specified below:

“Affiliate” means (a) the legal representative, successor or assignee of, or any trustee of a trust for the benefit of, PWRF; (b) any entity of which a majority of the voting or economic interest is owned, directly or indirectly, by PWRF or one or more of the persons referred to in the preceding clause; (c) any entity in which PWRF 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 PWRF 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, PWRF 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.

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

“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 14.15.

“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.

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

“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).

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

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

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

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

“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 Property.

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

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

“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.

“Offer” has the meaning set forth in Section 7.2.

“Offer Period” has the meaning set forth in Section 7.2

“Opening Date” has the meaning set forth in Section 3.2.

“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 PWRF.

“Permitted Transfers” 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.

“Property” means, collectively, the Land and the Improvements.

“Public Benefits” has the meanings set forth in Section 3.3.

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

“Right of Purchase” has the meaning set forth in Section 7.2

“Taxes” has the meaning set forth in Section 3.5.

“Term” has the meaning set forth in Section 2.1.

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

“Viability Notice” has the meaning set forth in Section 7.1.

ARTICLE 2. TERM AND TRANSFER OF CITY CONVEYED PROPERTY

2.1 **Term.** This Covenant 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.

2.2 **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 Covenant shall terminate concurrently, in which case the City Conveyed Land will be transferred to the City and the Hambling Conveyed Land will be transferred back to Hambling. The parties agree to execute and deliver such reasonable documentation necessary to effectuate such transfers.

2.3 **Transfer of City Conveyed Land.** City has transferred fee interest in the City Conveyed Land to PWRF as of or prior to the Commencement Date. Except as specifically required in the Development Agreement or in this Covenant, City has no obligation to contribute to the cost of the Improvements, nor shall City be obligated to perform any construction or make any improvements in connection with the Improvements, except as may be expressly provided in this Covenant.

2.4 **Quiet Enjoyment.** City covenants and warrants that PWRF, 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 Land during the Term, free from hindrance by City or any person claiming by, through or under City, and subject only to the provisions of all applicable Legal Requirements.

ARTICLE 3. CONSIDERATION; PUBLIC BENEFIT AND EXPENSE ALLOCATION

3.1 **Consideration.** During the Term, PWRF 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 there is no monetary consideration that is owed by PWRF to City for the City Conveyed Land. Rather, the consideration for the City Conveyed Land consists of the construction, maintenance, and operation of the Improvements at the expense of PWRF as provided herein and the duties and obligations to be undertaken by PWRF set forth in this Section 3.1 and as further detailed in Sections 3.2 through 3.5 below.

3.2 **Construction; Repairs.** PWRF 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”), PWRF 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 Covenant. During the Term, except as otherwise provided in this Covenant, PWRF shall, at its own cost and expense and without any cost or expense to City, keep and maintain the Property 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. PWRF shall promptly make all repairs, replacements and Alterations (whether structural or nonstructural, foreseen or unforeseen, or ordinary or extraordinary) necessary to maintain the Property in

a first-class condition and in compliance with all Legal Requirements and to avoid any structural damage or injury to the Property, or any persons in or around the Property.

3.3 **Public Benefits.** A central element of this Covenant is the identification of and PWRF's commitment to the ongoing provision of certain public benefits as described herein. In fulfillment of PWRF's commitment, from and after the Opening Date, PWRF 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 Covenant, all at no cost to City.

3.4 **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 PWRF but consistent with the requirements of Exhibit C. PWRF may restrict access to the Museum as necessary for security purposes. PWRF may close portions of the Museum to the public for offices, ancillary services, installation or repairs, as PWRF deems necessary or desirable from time to time. PWRF may use any portion of the Museum for its purposes when the Museum is not open to the general public. Nothing herein shall limit PWRF'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.

3.5 **Taxes.** Throughout the Term, PWRF 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 Covenant (prorated for any tax or installment period partially included in the Term) upon the Land 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.

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

ARTICLE 4. INDEMNITY, INSURANCE AND LIMITATION OF LIABILITY

4.1 Indemnification.

To the fullest extent permitted by law, PWRF agrees to defend, indemnify and hold harmless City, 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 City, its employees, agents, officials, members, or other persons serving in an advisory capacity to any of them or against the Land 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 Land, in each case arising out of the use, possession, ownership, condition or occupation of the Land or any part thereof (but not of any other property) from and after the Commencement Date by PWRF, its employees, agents, or members or invitees of any of them, or (ii) violation by PWRF, its employees, agents, or members, or invitees of any of them, of any Environmental Law affecting the Land or any part thereof or the ownership, occupancy or use thereof from and after the Commencement Date; provided, however, that notwithstanding the foregoing, PWRF shall not have any liability to City for any loss or damage arising out of acts of City or persons under the control or direction of City or out of any release or threat of release of Hazardous Substances for which City is responsible under this Covenant. City shall give PWRF 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 PWRF 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, City shall indemnify, pay the defense costs of and hold harmless PWRF 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 City in connection with the Land or this Covenant. This indemnity does not apply: (i) to Claims to the extent they are caused by the acts or omissions or misconduct of PWRF, including its officers, directors, trustees, agents, employees, contractors, affiliates and licensees; or (ii) to damages, claims, suits, actions or liabilities waived as provided herein.

City and PWRF 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. CITY AND PWRF ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

4.2 **PWRF's Liability Insurance.** PWRF, 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 PWRF's premises and operations and contractual liability assumed in Section 4.1.

4.3 **Property Insurance.** Throughout the Term of this Covenant, PWRF 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 PWRF's probable maximum loss assessment and the availability of such insurances on commercially reasonable terms consistent with PWRF's financial capacity as reasonably determined by PWRF 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 PWRF 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 PWRF's financial capacity as reasonably determined by PWRF to be appropriate within the constraints of a self-sustaining budget.

4.4 **General Insurance Requirements.** All of the insurance policies required to be maintained under Sections 4.2 – 4.3 shall 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).

4.5 **Limitation of PWRF's Liability.** In no event shall City, its successors or assigns, have any recourse whatsoever for any damages payable, obligations assumed or indemnifications proffered by PWRF under this Covenant to (i) the Museum Property, any endowment, archives or other property of PWRF; (ii) funds and pledges of funds raised by PWRF for Property 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 Property, including claims arising under the insurance policies required to be carried under this Covenant or actually carried by PWRF. Under no circumstances shall City have any recourse whatsoever to PWRF's officers, trustees, directors, agents, employees, contractors or licensees for any debt or obligation created by this Covenant.

ARTICLE 5. USE

5.1 **Use.** PWRF shall use the Land 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 PWRF, and related office, educational, research, administrative, storage, and back-

of-house uses only. The use of the Land shall comply with this Covenant, any easements, covenants, restrictions, as well as all Legal Requirements. PWRF shall not use any Hazardous Substances, except to the extent reasonable or appropriate in connection with the lawful use of the Land in the ordinary course of PWRF's or any tenant's business, and PWRF 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, PWRF 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 PWRF, in its reasonable discretion. Notwithstanding the foregoing, the display is not intended to include third-party-generated commercial advertising or promotional materials.

5.2 **Compliance with Law.** PWRF 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 Land throughout the Term. City agrees that PWRF shall have the right to reasonably contest, at PWRF's sole cost, any asserted or alleged violation of any Legal Requirements in the name of PWRF, as PWRF deems appropriate. In addition, PWRF shall, at its expense, perform all its activities on the Land in compliance, and shall use commercially reasonable efforts to cause all tenants of any portion thereof to comply, with the Legal Requirements, as the same may be administered by authorized governmental officials.

ARTICLE 6. ALTERATIONS; LIENS

6.1 **Alterations.** PWRF 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 without the prior consent of City. Notwithstanding the foregoing, City 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. PWRF shall be responsible for obtaining permits necessary for any repairs, replacements, or Alterations. No change or alteration to the Property shall be undertaken until PWRF 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.

6.2 **Mechanic's Liens.** PWRF 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 Land. PWRF will discharge, by bond or otherwise, any mechanic's or materialman's lien filed against the Land for work claimed to have been done for, or materials claimed to have been furnished to, PWRF within thirty (30) days after filing.

6.3 **Ownership of Improvements.** All Improvements shall be owned by and be the property of PWRF. During the Term, no Improvements shall be conveyed, transferred or assigned, except as permitted under Articles 12 and 14.

ARTICLE 7. ONGOING VIABILITY; CITY ROFR; SALE OF PROPERTY

7.1 **Ongoing Viability.** If during the Term PWRF determines, in its reasonable business judgment, that for whatever reason, such as unexpected expenses, lack of sufficient public demand, and/or inability to regularly earn adequate revenues, the continued operation of the Museum is no longer viable, then such event shall be referred to as a "Viability Event". If a Viability Event occurs, or is likely to occur, PWRF may elect to terminate this Covenant by providing written notice of the same to City ("Viability Notice"). Within [~~thirty (30)~~] days of the City's receipt of a Viability Notice, the parties shall meet and confer in order to determine what practical measures, if any, may be taken in order to ensure sustainable financial operation of the Museum in the long term. If the parties are unable to mutually agree on a viable plan for future operations within [~~twenty-one (21)~~] days of their initial meeting (which timeline may be extended by mutual agreement of the parties), then PWRF will, subject to Section 7.2, be permitted to sell the Land and Improvements. PWRF will work with the City, each acting in good faith, to determine the current fair market value of both the Hambling Conveyed Land and the City Conveyed Land.

7.2 **City ROFR.** If PWRF, pursuant to Section 7.1, receives a bona fide written offer from a third party to purchase the Land and Improvements which PWRF desires to accept ("Offer"), City may elect to purchase the Land and Improvements at the price and on the terms and conditions (except for the time within which to close the transaction, if such time is shorter than that set forth below) as are contained in the Offer ("Right of Purchase") minus the current fair market value of the City Conveyed Land, as determined by the parties. PWRF shall give notice to the City, including delivery to the City of a true and exact copy of the Offer, and allow the City sixty

(60) days subsequent to City’s receipt of such notice (“Offer Period”) within which the City may elect to purchase the Land and Improvements from PWRF; and in the event the City so elects to purchase the Land and Improvements, by giving notice of such election to PWRF within the Offer Period, PWRF shall sell the Land and Improvements, to City at the price (minus the current fair market value of the City Conveyed Land) and on the same terms and conditions as are contained in the Offer, except that City shall not be required to close the transaction prior to ninety (90) days following the expiration of the above 60-day period. If City timely elects to acquire the Land and the Improvements, then (a) City shall deposit 5% of the purchase price as earnest money within three (3) business days of the City’s election to acquire the Land and Improvements, and (b) closing shall occur within ninety (90) days following City’s written election to acquire the Land and Improvements. Notwithstanding the foregoing, unless explicitly agreed by PWRF to the contrary, the ownership of the Museum Property and all personal property of PWRF shall not be included in any sale contemplated herein and shall remain with PWRF in all events.

7.3 **Sale of Property.** In the event the City informs PWRF that it does not desire to exercise its Right or Purchase or fails to exercise its Right of Purchase within the Offer Period, then PWRF shall be permitted to sell the Land and Improvements to a third party on terms substantially similar to those contained in the Offer. The proceeds of such sale shall be allocated between the City and PWRF as reasonably agreed between the Parties [PARTIES TO DISCUSS ALLOCATION MECHANICS]. In addition, as part of such sale, the parties shall enter into a mutually acceptable termination agreement to terminate this Covenant as of the closing date of such sale.

ARTICLE 8. CASUALTY

8.1 The parties agree that:

(a) **Effect of Damage or Destruction.** In the event of any damage or destruction to the Improvements or Land, PWRF, 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 none of the damaged Land, 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 Land, or (ii) constitutes a nuisance or otherwise presents a health or safety hazard. In the event of any damage or destruction to the Land, any Improvements, or Museum Property, PWRF shall, subject to the requirements of the holder of any Mortgage, repair and restore the Land, Improvements, or Museum Property, as applicable. All such repair and restoration shall be performed in accordance with the requirements of this Covenant. Any insurance proceeds from PWRF’s insurance payable by reason of damage or destruction shall, subject to the rights of the holder of any Mortgage, be made available to pay the cost of such repair or restoration. In the event of any material damage to or destruction of the Land, 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, PWRF shall promptly give written notice thereof to City. In the event (i) Major Destruction occurs within the last five (5) years of the term of this Covenant, (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 PWRF and the cost of repair and restoration exceeds ten percent (10%) of the fair market value of PWRF’s interest in the Property immediately preceding such damage or destruction, PWRF may elect by written notice to City (“Casualty Termination Notice”), within ninety (90) days after the date of such damage or destruction, to terminate this Covenant. In the event PWRF elects to terminate this Covenant, the Term of this Covenant shall terminate one hundred twenty (120) days after the date of the Casualty Termination Notice (“Casualty Termination Date”).

(b) **Disposition of Land.** As of the Casualty Termination Date the City Conveyed Land shall be transferred to the City and the Hambling Conveyed Land shall be transferred to Hambling. To effectuate the foregoing, PWRF shall execute, acknowledge and deliver to (i) City a quitclaim deed confirming that all of PWRF’s rights, title and interest in the City Conveyed Land, has vested in City and (ii) Hambling a quitclaim deed confirming that all of PWRF’s rights, title and interest in the Hambling Conveyed Land, has vested in Hambling.

(c) City Purchase Option. Following such transfers, the City may then elect to purchase (“Purchase Option”) the Hambling Parcels for a purchase price equal to the greater of (i) the then fair market value of the Hambling Parcels or (ii) the purchase price paid by Hambling (or his affiliate) paid when purchasing the Hambling Parcels from Seventy-Nine Forty, LLC (such amount in (ii) referred to as the “Purchase Price Floor”). In order to exercise its Purchase Right, the City must provide written notice (“Purchase Notice”) to PWRF of such election within ninety (90) days of the Casualty Termination Date.

Within [] days of receipt of the Purchase Notice, PWRF shall inform the City of its reasonable determination of the FMV and the purchase price. If the City objects to PWRF’s determination, then the Parties shall meet and confer for up to thirty (30) days (“Negotiation Period”) in order to determine a mutually agreeable purchase price. In the event the Parties are unable to agree within the Negotiation Period, then the purchase price shall be determined as follows (but in no event shall be less than the Purchase Price Floor):

(i) Within ten (10) business days of the end of the Negotiation Period, each of the Parties shall select one MAI real estate appraiser with at least ten (10) years’ full-time commercial appraisal experience in the greater Snoqualmie, WA area for comparable projects and who is neutral and has not rendered services to either PWRF or City or their respective affiliates within the preceding ten (10) year period (each, an “Appraiser”).

(ii) Within ten (10) days after each of the Appraisers have been selected, each Appraiser shall make its respective determination of the FMV, provided, however, that if either Appraiser requests additional information or documentation needed to make its determination of the FMV, such ten (10) day period shall be extended by up to an additional twenty (20) days, and each Party shall cooperate to provide any such requested information and documentation to the applicable Appraiser. The determination of each Appraiser shall be limited solely to the FMV. Neither Appraiser shall have the power to add to, modify, or change any of the provisions of this Agreement.

(iii) Upon a Party’s selected Appraiser’s determination of the purchase price, such Party shall cause its selected Appraiser to notify the Parties thereof. Upon each Appraiser having made its determination of FMV, the purchase price shall be equal the greater of (A) the mean of the two Appraisers’ respective determinations of the FMV (i.e., the average of the two Appraisers’ respective determinations of the FMV) or (B) the Purchase Price Floor. Such determination of the purchase price shall be final.

The cost of each Appraiser shall be paid by the Party that selected such Appraiser. Upon determination of the purchase price, the Parties agree to execute and deliver such reasonable documentation necessary to effectuate such transfer.

(d) Museum Property. Notwithstanding the foregoing, the ownership of the Museum Property and all personal property of PWRF shall remain with PWRF in all events.

8.2 **Insurance Proceeds**. Any insurance proceeds payable from PWRF’s insurance shall, subject to the requirements of the holder of any Mortgage, be paid to PWRF. In the event PWRF elects to terminate the Covenant under Section 8.1, PWRF’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 Mortgage, be made available to pay the cost of PWRF’s obligation to surrender the City Conveyed Land to City in accordance with the terms and provisions of Article 8.2 and the balance of such proceeds shall be paid to PWRF. In all events, the proceeds available under the Exhibit Insurance shall be paid to PWRF.

8.3 **Clearing of Property**. In the event of a Major Destruction and this Covenant is terminated pursuant to Section 8.1, then PWRF shall, prior to surrendering the City Conveyed Land to Land, 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) in the event the keeping the remaining Improvements in place would prevent transfer of the City Conveyed Land, demolish the remaining Improvements and clear the City Conveyed 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 8.3.

ARTICLE 9. CONDEMNATION

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 Land, then this Covenant shall terminate as of the earlier of the date title to the Land is transferred or the date PWRF is dispossessed by the Taking authority. City agrees not to exercise its eminent domain rights with respect to the Land.

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

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) City shall be entitled to all amounts attributable to the value of the City Conveyed Land; and
- (b) PWRF shall be entitled to receive all amounts attributable (i) to the value of the Improvements, (ii) the Museum Property; (iii) the Hambling Conveyed Land, and (iv) PWRF’s relocation expenses.

ARTICLE 10. ACCESS TO LAND

UPON PRIOR REASONABLE NOTICE, CITY’S AGENTS, EMPLOYEES, AND REPRESENTATIVES SHALL HAVE THE RIGHT TO ACCESS, ENTER AND INSPECT THE LAND AT ANY REASONABLE TIME DURING THE OPERATING HOURS OR WHEN MUSEUM STAFF IS PRESENT ON THE LAND TO ESCORT THE INSPECTOR FOR THE PURPOSE MONITORING COMPLIANCE WITH THIS COVENANT OR FOR ANY OTHER PURPOSE PERMITTED UNDER THE TERMS OF THIS COVENANT. CITY 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 PWRF’S USE AND OPERATIONS OF THE MUSEUM.

ARTICLE 11. ENVIRONMENTAL

11.1 **PWRF Obligations.** PWRF agrees that:

(a) Neither PWRF nor its employees, agents, contractors, assignees, tenants, licensees or invitees will use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Land, or transport to or from the Land, 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 Covenant and the Development Agreement, and then only in compliance with all Environmental Laws.

(b) PWRF shall give prompt written notice to City of (i) any proceeding or inquiry by any governmental authority known to PWRF with respect to the presence or release of any Hazardous Substance on, in, about or from the Land or relating to any loss or injury resulting from any Hazardous Substance, all caused or alleged to be caused by PWRF or its employees, agents, contractors, assignees, tenants or invitees, (ii) all claims made or threatened by any third party in writing against PWRF with respect to the Land relating to any loss or injury resulting from any Hazardous Substance caused or alleged to be caused by PWRF, (iii) discovery after the date hereof by PWRF of any occurrence or condition on the Land 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 Land by PWRF.

11.2 **Intentionally Omitted.**

11.3 **Environmental Indemnity.** PWRF covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to City), and save City, 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 City, its employees, agents, managers and members, 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 Land, (i) from and after the Commencement Date, or (ii) which migrate off of the Land (or portion thereof) after the Commencement Date, except that the foregoing indemnity does not include any condition on the City Conveyed Land 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 City's negligence or willful misconduct.

City covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to PWRF), and save PWRF, 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 PWRF, its employees, agents, managers and members or the Land 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 Land (i) which existed on the City Conveyed Land at any time prior to the Commencement Date, or (ii) which migrate onto the Land hereafter from any other property owned by City, 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 PWRF's gross negligence or willful misconduct.

ARTICLE 12. ASSIGNMENT AND SUBLETTING

12.1 **No Transfer Without City's Consent.** Except for Permitted Transfers, PWRF 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 Land or the Improvements (any of the foregoing being herein referred to as a "Transfer") without the prior express written consent of City, 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 Covenant shall be null and void at City's option. Should City consent to a Transfer, (i) such consent shall not constitute a waiver of any of the restrictions or prohibitions of this Covenant, 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 PWRF of its liability under this Covenant and such transferring PWRF shall be released from performance of any of the terms, covenants and conditions of this Covenant upon such Transfer, and thereafter the assignee PWRF shall be liable under this Covenant.

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

(a) the transfer of any ownership interests in PWRF to any Affiliate of PWRF or from one owner of ownership interests in PWRF to another owner of ownership interests in PWRF; or

(b) the assignment of this Covenant, PWRF's interest in the Land or any lease of the Land (or portion thereof) to any Affiliate of PWRF or any lease 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 PWRF or any Affiliate of PWRF, provided that the resulting entity has a net worth, calculated in accordance with GAAP, equal to or greater than the net worth of PWRF immediately prior to such transaction; or

(d) the assignment to any trustee by way of a deed of trust in favor of any Mortgagee, for the purpose of creating a Mortgage, or to any such Mortgagee or other purchaser in connection with a foreclosure of a Mortgage; or

(e) intentionally omitted; 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 PWRF 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.

ARTICLE 13. DEFAULTS

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

(a) if PWRF 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, PWRF shall fail to cure, correct or remedy such failure within sixty (60) calendar days after the receipt of written notice thereof; provided, however, if such failure cannot be cured by the payment of a sum certain to City (or other required payee), then, if such failure is susceptible to cure, but cannot with due diligence be cured within such sixty (60) day period, the time within which PWRF may cure such failure shall be extended so long as PWRF proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof within a reasonable period of time; or

(b) if PWRF abandons the Land or any substantial portion thereof and such abandonment is not cured within sixty (60) calendar days following written notice from City.

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) City, subject in all respects to (i) the provisions of this Covenant with respect to City's rights to cure defaults by PWRF and (ii) the rights of the holder of any 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 Covenant.

(b) No default in the performance of the terms, covenants or conditions of this Covenant on the part of PWRF shall be deemed to continue if and so long as PWRF 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 PWRF 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 the remedying of any Event of Default under this Covenant or any termination of this Covenant 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 Covenant, City, for itself and for each and every succeeding owner of the Land or Improvements, agrees that it shall never be entitled to seek a personal judgment against PWRF's member(s), and that upon any Event of Default hereunder, the rights of City to enforce the obligations of PWRF, its successors or assigns, or to collect any judgment, shall be limited to specific performance, the termination of this Covenant and/or to collection from the assets of PWRF and the enforcement of any other

equitable rights and remedies specifically granted to City hereunder.

13.3 **Termination of Covenant for PWRF's Default.** Upon a termination of this Covenant pursuant to Section 13.2(a), all of PWRF's right, title and interest in the Land, Improvements, and any Alterations shall cease and terminate, and title to the Improvements shall immediately vest in City. No further deed or other instrument shall be necessary to confirm the vesting in City of title to the Land, Improvements, and any Alterations. However, upon any such termination of this Covenant, PWRF, upon request of City, shall execute, acknowledge and deliver to City a quitclaim deed confirming that all of PWRF's rights, title and interest in the Land, Improvements, and any Alterations has expired and that title thereto has vested in City. Notwithstanding the foregoing, the ownership of the Museum Property and all personal property of PWRF shall remain with PWRF in all events.

13.4 **Remedies Cumulative.** Unless otherwise specifically provided in this Covenant, 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 Covenant may be exercised from time to time and as often as may be deemed expedient by either party. No delay or omission by City 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.

ARTICLE 14. MORTGAGES

14.1 **Right to Encumber.** Notwithstanding the provisions of Article 12 regarding Transfers of this Covenant, but subject to the provisions of this Article 14, PWRF shall have the right at any time and from time to time to encumber the Land and 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 "Mortgage") to secure repayment of a loan (and associated obligations) made to PWRF for the purpose of financing the construction of any Improvements or for the long-term financing of any such Improvements.

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

14.3 **Acknowledgement of Notice.** If requested by the terms of such notice, City 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 PWRF and the Mortgagee of the rejection of such communication as not conforming with the provisions of this Section and specify the basis of such rejection.

14.4 **Protection of Mortgagees.** If PWRF shall mortgage PWRF the Land in compliance with the provisions of this Section 14, then so long as any such Mortgage shall remain unsatisfied of record, the following provisions shall apply:

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

(b) **Notice of Default.** City, upon providing PWRF any notice of (a) any default under this Covenant, (b) a termination of this Covenant, or (c) a matter on which City may predicate or claim a default, shall at the same time provide a copy of such notice to every Mortgagee of which City has been provided notice in accordance with Section 14.4 hereof. City shall have no liability for the failure to give any such notice, except that no such notice by City to PWRF shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Mortgagee of which City has been provided notice in accordance with Section 14.4 hereof. From and after such notice has been given to a Mortgagee, such 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 PWRF after the giving of such notice to PWRF, 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. City shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by PWRF. PWRF authorizes each Mortgagee to take any such action at such Mortgagee's option and does hereby authorize entry upon the Land by the Mortgagee for such purpose.

(c) Second Notice to Mortgagee. Anything contained in this Covenant to the contrary notwithstanding, if any Event of Default shall occur which entitles City to terminate this Covenant, City shall have no right to terminate this Covenant unless, following the expiration of the period of time given PWRF to cure such Event of Default or the act or omission which gave rise to such Event of Default, City shall notify every Mortgagee of City'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 City 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 Mortgagee shall:

(i) Notify City of such Mortgagee's desire to nullify such Notice; and
(ii) Pay or cause to be paid all amounts (i) then due and in arrears as specified in the termination notice to such 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 Covenant then in default and reasonably susceptible of being complied with by such Mortgagee; provided, however, that such 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) PWRF's failure to satisfy and discharge any lien, charge or encumbrance against PWRF's interest in the Land junior in priority to the lien of the mortgage held by such Mortgagee, or (ii) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Mortgagee, such as, by way of example only, the bankruptcy of PWRF or a court-ordered stay or injunction. If such Mortgagee has not completed the cure within three hundred sixty five (365) days after the later to occur of (A) the receipt of City's termination notice or (B) three hundred sixty five (365) days after the date that any court with jurisdiction over PWRF or the Land releases any stay, order or injunction, City shall have the right to terminate this Covenant upon written notice to PWRF and such Mortgagee.

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

14.5 Procedure on Default.

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

(i) Continue its good faith efforts to perform all of PWRF's other obligations under this Covenant excepting (A) obligations of PWRF to satisfy or otherwise discharge any lien, charge or encumbrance against PWRF's interest in the Land junior in priority to the lien of the Mortgage held by such Mortgagee, and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Mortgagee; and

(ii) If not enjoined or stayed, take steps to acquire or sell PWRF's interest in the Land by foreclosure of the 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 Covenant beyond the original Term hereof, nor to require a Mortgagee to continue such foreclosure proceedings after the Event of Default has been cured. If the Event of Default shall be cured and the Mortgagee shall discontinue such foreclosure proceedings, this Covenant shall continue in full force and effect as if PWRF had not defaulted under this Covenant.

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

(c) **Assumption of Covenant.** The making of a Mortgage shall not be deemed to constitute an assignment or transfer of PWRF's interest under this Covenant or the Land, nor shall any Mortgagee, as such, be deemed to be an assignee or transferee of PWRF's interest under this Covenant or of the Land so as to require such Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of PWRF to be performed hereunder. Notwithstanding the foregoing, the purchaser at any sale of PWRF's interest in the Land in any proceedings for the foreclosure of any Mortgage, or the assignee or transferee of the Land under any instrument of assignment or transfer in lieu of the foreclosure of any Mortgage, including, without limitation, a 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 PWRF 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 owner of the Land.

14.6 **Intentionally Omitted.**

14.7 **Conflicting Priorities.** If more than one Mortgagee shall seek to nullify a notice in accordance with Section 14.6(c)(iv) above, the Mortgagee whose Mortgage is prior in lien, or with the designee of such Mortgagee, shall have the right to nullify such notice. City, without liability to PWRF or any 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 Land is located as the basis for determining the appropriate Mortgagee who is entitled to nullify such notice.

14.8 **Certain Defaults.** Nothing herein contained shall require any 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 Mortgagee or such designee in order to comply with the provisions of Sections 14.6 or 14.7. The financial condition of any Mortgagee or successor to PWRF's interest under this Covenant 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 PWRF, the performance of which, requires possession of the Land shall be deemed reasonably susceptible of cure or performance by any Mortgagee or successor to PWRF's interest under this Covenant not in possession of the Land, 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 Mortgagee or successor. No Mortgagee shall be required to cure the bankruptcy, insolvency or any related or similar condition of PWRF.

14.9 **Eminent Domain.** PWRF's share, as provided in Section 9 of this Covenant, 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 Mortgage.

14.10 **Insurance.** A standard mortgagee clause naming each Mortgagee may be added to any and all insurance policies required to be carried by PWRF hereunder.

14.11 **Legal Proceedings.** City shall give each Mortgagee of which City has written notice prompt notice of any dispute resolution or legal proceedings between City and PWRF involving obligations under this Covenant. Each such 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 Mortgagee shall be bound by the outcome of such proceedings. In the event that any Mortgagee shall not elect to intervene or become a party to any such proceedings, City shall give the Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on all Mortgagees not intervening after receipt of Notice of such proceedings.

14.12 **Intentionally Omitted.**

14.13 **Notices.** Notices from City to the Mortgagee shall be mailed to the address furnished City pursuant to Section 14.2 and those from the Mortgagee to City 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 Mortgagee or City shall be given in the manner described in Section 16.7 and shall in all respects be governed by the provisions of that section.

14.14 **Covenant Amendments or Recognition Agreement Requested by Mortgagee.** In the event PWRP seeks to obtain or modify a Mortgage, and the applicable Mortgagee desires amendments to this Section 14 or desires to enter into a recognition agreement with City, then City 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 adversely affect the rights of City hereunder or its interest in the Land, as determined by City in its reasonable discretion. All reasonable expenses incurred by City in connection with any such amendment or recognition agreement shall be paid by PWRP.

14.15 **City Purchase Right.** In the event a Mortgagee desires to transfer the Land and Improvements by foreclosure sale, accept a deed in lieu of foreclosure, or acquire PWRP’s interest in this Covenant by other means, the Mortgagee shall provide City no less than thirty (30) days prior written notice of its intention to exercise such right and City 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 Mortgage for a price equal to the sum of the outstanding unpaid balance of the loan secured by the Mortgage, together with any other amounts due and unpaid under the 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 City and reasonably acceptable to Mortgagee. At the Closing, City shall deliver to the Mortgagee through escrow the purchase price for the loan, and Mortgagee shall assign to City all of its right, title and interest in the loan and the Mortgage pursuant to documentation reasonably satisfactory to City and the Mortgagee. If City fails to deliver into escrow the required funds with said thirty (30) day period with instructions to deliver said funds to Mortgagee conditioned only upon receipt of the documentation necessary to enable the title company to insure City as the sole beneficiary of the Mortgage, the Mortgagee shall be entitled to pursue its rights to acquire or transfer the Land pursuant the Mortgage. If City delivers said funds as required herein, the Mortgagee’s rights under this Covenant and the Mortgage shall terminate and be of no further force and effect.

ARTICLE 15. INTENTIONALLY OMITTED

ARTICLE 16. NOTICES

Any and all notices, consents, approvals and other communications required or permitted under this Covenant 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 Covenant 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 City: City of Snoqualmie
c/o City Administrator
P.O. Box 987
Snoqualmie, WA 98065

If to PWRF: _____

With a copy to: Pacifica Law Group LLP
1191 2nd Ave., Suite 2000
Seattle, WA 98101

Attn. B. Gerald Johnson

ARTICLE 17. MISCELLANEOUS

17.1 **No Partnership.** Nothing contained in this Covenant shall create any partnership, joint venture or other relationship between PWRF and City. It is the intent of the parties that this Covenant creates a restriction on the use of the Land and the relationship between the parties if one of grantor and grantee only.

17.2 **Severability.** This Covenant shall bind and inure to the benefit of City, its successors and assigns, PWRF, and its successors and assigns.

17.3 **Construction.** City and PWRF 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.

17.4 **Performance Under Protest.** In the event of a dispute or difference between City and PWRF 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.

17.5 **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 Covenant shall be deemed a waiver of a breach of any other provision of this Covenant 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.

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

17.7 **Partial Invalidity.** If any term, covenant, provision or condition of this Covenant 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 Covenant 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 City and PWRF which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

17.8 **Bind and Inure.** Unless the context requires otherwise, the words "City" and "PWRF" 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 Covenant contained on the part of PWRF to be performed and observed shall be binding upon PWRF and its permitted successors and assigns and shall inure to the benefit of City and its permitted successors and assigns, and the agreements and conditions in this Covenant contained on the part of City to be performed and observed shall be binding upon City and its permitted successors and assigns and shall inure to the benefit of PWRF and its successors and assigns. No holder of a Mortgage shall be deemed to be the holder of said Interest until such holder shall have acquired indefeasible title to said Interest.

17.9 **Time of Essence.** Time is of the essence of this Covenant and of all provisions hereof.

17.10 **Entire Agreement.** Together with the Development Agreement, this Covenant 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 Covenant may not be amended, changed, modified or altered, except by an instrument in writing duly executed by City and PWRP (or their successors in title) upon approval by the City Council.

17.11 **Authority.** Each party hereto warrants that it has the authority to enter into this Covenant 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 Covenant, warrant that they have the authority to bind the respective parties.

17.12 **Consents and Approvals.** In any instance when either party's consent or approval is required under this Covenant, such consent or approval shall not be unreasonably withheld, conditioned or delayed. No permission, consent, or approval of City contained herein or given pursuant to this Covenant 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.

17.13 **Governing Law; Jurisdiction and Venue.** This Covenant, 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 without reference to its choice-of-law rules. City and PWRP 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 Covenant shall be brought and maintained in the Superior Court of the State of Washington in and for King County, City and PWRP each consent and agree that venue is proper in such court, and City and PWRP each waive any defense or right to seek dismissal or transfer on grounds of improper or inconvenient venue.

17.14 **Exhibits.** Exhibits A through C attached hereto are hereby incorporated herein and made a part of this Covenant.

17.15 **Dispute Resolution.** In the event of a dispute arising out of this Covenant, 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 Mayor of City and the executive director or board chair of PWRP. 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. City and PWRP 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 City and PWRP.

17.16 **Limitation on Third Party Rights.** Nothing in this Covenant expressed or implied is intended or shall be construed to give to any person other than City or PWRP any legal or equitable right, remedy or claim under or in respect of this Covenant 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 City and PWRP.

17.17 **Counterparts.** This Covenant may be executed in counterparts for the convenience of the parties, and such counterparts shall together constitute one Covenant.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO COVENANT

IN WITNESS WHEREOF, the parties have hereunto set their signatures to this Covenant as of the date first written above.

CITY:

CITY OF SNOQUALMIE,
a municipal corporation organized under the laws of the State of Washington

By: _____

Name: _____

Title: _____

PWRF:

PACIFIC WEST RAIL FOUNDATION,
a Washington nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON
COUNTY OF KING

ss.

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
COUNTY OF KING

ss.

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 A

EXHIBIT B-1
CITY CONVEYED LAND

[to be attached]

Exhibit B

EXHIBIT B-2
CITY CONVEYED LAND

[to be attached]

Exhibit B

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, PWRF 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, PWRF 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, PWRF agrees to make the Museum available to City for City-planned events up to two (2) times per calendar year ("City Events"). City 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 PWRF 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. City and PWRF shall reasonably cooperate with each other to schedule the City Events, and Museum will be closed to the public during each City Event. City shall comply with PWRF's reasonable rules and regulations during City Events.

AFTER RECORDING, RETURN TO:

City of Snoqualmie
c/o City Administrator
P.O. Box 987
Snoqualmie, WA 98065

PUBLIC USE COVENANT

Reference numbers of related documents: N/A

Grantor: PACIFIC WEST RAIL FOUNDATION

Grantee: CITY OF SNOQUALMIE

Abbr. Legal Description: _____

Assessor's Property Tax Parcel/Account Number(s): _____

PUBLIC USE COVENANT

THIS PUBLIC USE COVENANT (this “Covenant”) is made and entered into as of _____, 202__, by and between the City of Snoqualmie, a municipal corporation organized under the laws of the State of Washington (the “City”) and Pacific West Rail Foundation, a Washington nonprofit corporation (the “PWRF”).

RECITALS

A. WHEREAS, PWRF owns certain parcels 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”);

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;

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;

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

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

F. WHEREAS, 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;

G. WHEREAS, PWRF 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 Covenant on the express condition that City convey the City Conveyed Land (defined below) to PWRF;

H. WHEREAS, Hambling, in furtherance of the forgoing, has donated fee ownership of certain real property describe on Exhibit B-1 (“Hambling Conveyed Land”) to PWRF, which is part of the Land;

I. WHEREAS, City believes it serves an important public function and provides a substantial public benefit to have a vibrant and successful Museum on the Land and has transferred fee ownership of certain real property described on Exhibit B-2 (“City Conveyed Land”) to PWRF, which is a part of the Land, on the express condition that PWRF operates the Museum on the Land during the Term of this Covenant on the terms and conditions set forth below;

J. WHEREAS, City and PWRF are parties to that certain Development Agreement dated as of

[REDACTED] (as hereafter amended, the “Development Agreement”), pursuant to which PWRF shall construct the Museum on the Land;

K. WHEREAS, the City has determined that the public benefits represented by the corollary gift of the model railroad collection and the balance of site required for the development of the PWRF museum as well as PWRF’s commitments to construct and operate the public museum pursuant to this Covenant represent more than adequate consideration for the transfer of the City Parcels to PWRF; and

L. WHEREAS, The parties have agreed that this Covenant is a required condition of the City’s transfer of the City Conveyed Land to PWRF and that it will facilitate the establishment and operation of the Museum as indeed by the parties. Thus the parties are entering into this Covenant 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.

Effective Date. This Covenant is conditioned upon and will be effective upon the date when the following conditions are satisfied: (a) the City Council of City (“City Council”) has authorized this Covenant; (b) this Covenant is executed by authorized representatives of City and PWRF and recorded in the official records of King County, (c) the Development Agreement is executed by authorized representatives of City and PWRF and the Notice to Proceed has been issued thereunder, and (d) the Gift Agreement (defined below) has been executed by all parties thereto.

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

- Exhibit A: Land
- Exhibit B-1: Hambling Conveyed Land
- Exhibit B-2: City Conveyed Land
- Exhibit C: Public Benefits

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 Covenant, the following defined terms used herein shall have the meanings specified below:

“Affiliate” means (a) the legal representative, successor or assignee of, or any trustee of a trust for the benefit of, PWRF; (b) any entity of which a majority of the voting or economic interest is owned, directly or indirectly, by PWRF or one or more of the persons referred to in the preceding clause; (c) any entity in which PWRF 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 PWRF 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, PWRF 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.

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

“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 14.17.

“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.

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

“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 PWRP, Hambling, and Lorrie Hambling dated on or about the date hereof and pursuant to which PWRP will receive the PWR.

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

“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 Covenant.

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

“Viability Notice” has the meaning set forth in Section 7.1.

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

“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 Property.

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

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

“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.

“Offer” has the meaning set forth in Section 7.2.

“Offer Period” has the meaning set forth in Section 7.2

“Opening Date” has the meaning set forth in Section 3.2.

“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 PWRP.

“Permitted Transfers” 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.

“Property” means, collectively, the Land and the Improvements.

“Public Benefits” has the meanings set forth in Section 3.3.

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

“Right of Purchase” has the meaning set forth in Section 7.2

“Taxes” has the meaning set forth in Section 3.5.

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

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

ARTICLE 2. TERM AND TRANSFER OF CITY CONVEYED PROPERTY

2.1 **Term.** This Covenant 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.

2.2 **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 Covenant shall terminate concurrently, in which case the City Conveyed Land will be transferred to the City and the Hambling Conveyed Land will be transferred back to Hambling. The parties agree to execute and deliver such reasonable documentation necessary to effectuate such transfers.

2.3 **Transfer of City Conveyed Land.** City has transferred fee interest in the City Conveyed Land to PWRF as of or prior to 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 Covenant, City has no obligation to contribute to the cost of the Improvements, nor shall City be obligated to perform any construction or make any improvements in connection with the Improvements, except as may be expressly provided in this Covenant.

2.4 **Quiet Enjoyment.** City covenants and warrants that PWRF, 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 Land during the Term, free from hindrance by City or any person claiming by, through or under City, and subject only to the provisions of all applicable Legal Requirements.

ARTICLE 3. CONSIDERATION; PUBLIC BENEFIT AND EXPENSE ALLOCATION

3.1 **Consideration.** During the Term, PWRF 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 there is no monetary consideration that is owed by PWRF to City for the City Conveyed Land. Rather, the consideration for the City Conveyed Land consists of the construction, maintenance, and operation of the Improvements at the expense of PWRF as provided herein and the duties and obligations to be undertaken by PWRF set forth in this Section 3.1 and as further detailed in Sections 3.2 through 3.5 below.

3.2 **Construction; Repairs.** PWRF 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”), PWRF 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 Covenant. During the Term, except as otherwise provided in this Covenant, PWRF shall, at its own cost and expense and without any cost or expense to City, keep and maintain the Property 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. PWRF shall promptly make all repairs, replacements and Alterations (whether structural or nonstructural, foreseen or unforeseen, or ordinary or extraordinary) necessary to maintain the Property in

a first-class condition and in compliance with all Legal Requirements and to avoid any structural damage or injury to the Property, or any persons in or around the Property.

3.3 **Public Benefits.** A central element of this Covenant is the identification of and PWRF's commitment to the ongoing provision of certain public benefits as described herein. In fulfillment of PWRF's commitment, from and after the Opening Date, PWRF 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 Covenant, all at no cost to City.

3.4 **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 PWRF but consistent with the requirements of Exhibit C. PWRF may restrict access to the Museum as necessary for security purposes. PWRF may close portions of the Museum to the public for offices, ancillary services, installation or repairs, as PWRF deems necessary or desirable from time to time. PWRF may use any portion of the Museum for its purposes when the Museum is not open to the general public. Nothing herein shall limit PWRF'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.

3.5 **Taxes.** Throughout the Term, PWRF 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 Covenant (prorated for any tax or installment period partially included in the Term) upon the Land 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.

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

ARTICLE 4. INDEMNITY, INSURANCE AND LIMITATION OF LIABILITY

4.1 Indemnification.

To the fullest extent permitted by law, PWRF agrees to defend, indemnify and hold harmless City, 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 City, its employees, agents, officials, members, or other persons serving in an advisory capacity to any of them or against the Land 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 Land, in each case arising out of the use, possession, ownership, condition or occupation of the Land or any part thereof (but not of any other property) from and after the Commencement Date by PWRF, its employees, agents, or members or invitees of any of them, or (ii) violation by PWRF, its employees, agents, or members, or invitees of any of them, of any Environmental Law affecting the Land or any part thereof or the ownership, occupancy or use thereof from and after the Commencement Date; provided, however, that notwithstanding the foregoing, PWRF shall not have any liability to City for any loss or damage arising out of acts of City or persons under the control or direction of City or out of any release or threat of release of Hazardous Substances for which City is responsible under this Covenant. City shall give PWRF 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 PWRF 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, City shall indemnify, pay the defense costs of and hold harmless PWRF 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 City in connection with the Land or this Covenant. This indemnity does not apply: (i) to Claims to the extent they are caused by the acts or omissions or misconduct of PWRF, 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.

City and PWRF 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. CITY AND PWRF ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

4.2 **PWRF's Liability Insurance.** PWRF, 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 PWRF's premises and operations and contractual liability assumed in Section 4.1.

4.3 **Property Insurance.** Throughout the Term of this Covenant, PWRF 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 PWRF's probable maximum loss assessment and the availability of such insurances on commercially reasonable terms consistent with PWRF's financial capacity as reasonably determined by PWRF 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 PWRF 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 PWRF's financial capacity as reasonably determined by PWRF to be appropriate within the constraints of a self-sustaining budget.

4.4 **General Insurance Requirements.** All of the insurance policies required to be maintained under Sections 4.2 – 4.3 shall 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).

4.5 **Limitation of PWRF's Liability.** In no event shall City, its successors or assigns, have any recourse whatsoever for any damages payable, obligations assumed or indemnifications proffered by PWRF under this Covenant to (i) the Museum Property, any endowment, archives or other property of PWRF; (ii) funds and pledges of funds raised by PWRF for Property 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 Property, including claims arising under the insurance policies required to be carried under this Covenant or actually carried by PWRF. Under no circumstances shall City have any recourse whatsoever to PWRF's officers, trustees, directors, agents, employees, contractors or licensees for any debt or obligation created by this Covenant.

ARTICLE 5. USE

5.1 **Use.** PWRF shall use the Land 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 PWRF, and related office, educational, research, administrative, storage, and back-

of-house uses only. The use of the Land shall comply with this Covenant, any easements, covenants, restrictions, as well as all Legal Requirements. PWRF shall not use any Hazardous Substances, except to the extent reasonable or appropriate in connection with the lawful use of the Land in the ordinary course of PWRF's or any tenant's business, and PWRF 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, PWRF 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 PWRF, in its reasonable discretion. Notwithstanding the foregoing, the display is not intended to include third-party-generated commercial advertising or promotional materials.

5.2 **Compliance with Law.** PWRF 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 Land throughout the Term. City agrees that PWRF shall have the right to reasonably contest, at PWRF's sole cost, any asserted or alleged violation of any Legal Requirements in the name of PWRF, as PWRF deems appropriate. In addition, PWRF shall, at its expense, perform all its activities on the Land in compliance, and shall use commercially reasonable efforts to cause all tenants of any portion thereof to comply, with the Legal Requirements, as the same may be administered by authorized governmental officials.

ARTICLE 6. ALTERATIONS; LIENS

6.1 **Alterations.** PWRF 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 without the prior consent of City. Notwithstanding the foregoing, City 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. PWRF shall be responsible for obtaining permits necessary for any repairs, replacements, or Alterations. No change or alteration to the Property shall be undertaken until PWRF 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.

6.2 **Mechanic's Liens.** PWRF 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 Land. PWRF will discharge, by bond or otherwise, any mechanic's or materialman's lien filed against the Land for work claimed to have been done for, or materials claimed to have been furnished to, PWRF within thirty (30) days after filing.

6.3 **Ownership of Improvements.** All Improvements shall be owned by and be the property of PWRF. During the Term, no Improvements shall be conveyed, transferred or assigned, except as permitted under Articles 12 and 14.

ARTICLE 7. ONGOING VIABILITY; CITY ROFR; SALE OF PROPERTY

7.1 **Ongoing Viability.** If during the Term PWRF determines, in its reasonable business judgement, that for whatever reason, such as unexpected expenses, lack of sufficient public demand, and/or inability to regularly earn adequate revenues, the continued operation of the Museum is no longer viable, then such event shall be referred to as an "Viability Event". If an Viability Event occurs, or is likely to occur, PWRF may elect to terminate this Covenant by providing written notice of the same to City ("Viability Notice"). Within [thirty (30)] days of the City's receipt of an Viability Notice, the parties shall meet and confer in order to determine what practical measures, if any, may be taken in order to ensure sustainable financial operation of the Museum in the long term. If the parties are unable to mutually agree on a viable plan for future operations within [] days of their initial meeting (which timeline may be extended by mutual agreement of the parties), then PWRF will, subject to Section 7.2, be permitted to sell the Land and Improvements. PWRF will work with the City, each acting in good faith, to determine the current fair market value of both the Hambling Conveyed Land and the City Conveyed Land.

7.2 **City ROFR.** If PWRF, pursuant to Section 7.1, receives a bona fide written offer from a third party to purchase the Land and Improvements which PWRF desires to accept ("Offer"), City may elect to purchase the Land and Improvements at the price and on the terms and conditions (except for the time within which to close the transaction, if such time is shorter than that set forth below) as are contained in the Offer ("Right of Purchase") minus the current fair market value of the City Conveyed Land, as determined by the parties. PWRF shall give notice to the City, including delivery to the City of a true and exact copy of the Offer, and allow the City thirty

(30) days subsequent to City's receipt of such notice ("Offer Period") within which the City may elect to purchase the Land and Improvements from PWRF; and in the event the City so elects to purchase the Land and Improvements, by giving notice of such election to PWRF within the Offer Period, PWRF shall sell the Land and Improvements, to City at the price (minus the current fair market value of the City Conveyed Land) and on the same terms and conditions as are contained in the Offer, except that City shall not be required to close the transaction prior to ninety (90) days following the expiration of the above 30-day period. If City timely elects to acquire the Land and the Improvements, then (a) City shall deposit 5% of the purchase price as earnest money within three (3) business days of the City's election to acquire the Land and Improvements, and (b) closing shall occur within ninety (90) days following City's written election to acquire the Land and Improvements. Notwithstanding the foregoing, unless explicitly agreed by PWRF to the contrary, the ownership of the Museum Property and all personal property of PWRF shall not be included in any sale contemplated herein and shall remain with PWRF in all events.

7.3 **Sale of Property.** In the event the City informs PWRF that it does not desire to exercise its Right or Purchase or fails to exercise its Right of Purchase within the Offer Period, then PWRF shall be permitted to sell the Land and Improvements to a third party on terms substantially similar to those contained in the Offer. The proceeds of such sale shall be allocated between the City and PWRF as follows [*NTD: PARTIES TO DISCUSS ALLOCATION MECHANICS*]. In addition, as part of such sale, the parties shall enter into a mutually acceptable termination agreement to terminate this Covenant as of the closing date of such sale.

ARTICLE 8. CASUALTY

8.1 The parties agree that:

(a) Effect of Damage or Destruction. In the event of any damage or destruction to the Improvements or Land, PWRF, 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 none of the damaged Land, 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 Land, or (ii) constitutes a nuisance or otherwise presents a health or safety hazard. In the event of any damage or destruction to the Land, any Improvements, or Museum Property, PWRF shall, subject to the requirements of the holder of any Mortgage, repair and restore the Land, Improvements, or Museum Property, as applicable. All such repair and restoration shall be performed in accordance with the requirements of this Covenant. Any insurance proceeds from PWRF's insurance payable by reason of damage or destruction shall, subject to the rights of the holder of any Mortgage, be made available to pay the cost of such repair or restoration. In the event of any material damage to or destruction of the Land, 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, PWRF shall promptly give written notice thereof to City. In the event (i) Major Destruction occurs within the last five (5) years of the term of this Covenant, (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 PWRF and the cost of repair and restoration exceeds ten percent (10%) of the fair market value of PWRF's interest in the Property immediately preceding such damage or destruction, PWRF may elect by written notice to City ("Casualty Termination Notice"), within ninety (90) days after the date of such damage or destruction, to terminate this Covenant. In the event PWRF elects to terminate this Covenant, the Term of this Covenant shall terminate one hundred twenty (120) days after the date of the Casualty Termination Notice ("Casualty Termination Date").

(b) Disposition of Land. As of the Casualty Termination Date the City Conveyed Land shall be transferred to the City and the Hambling Conveyed Land shall be transferred to Hambling. To effectuate the foregoing, PWRF shall execute, acknowledge and deliver to (i) City a quitclaim deed confirming that all of PWRF's rights, title and interest in the City Conveyed Land, has vested in City and (ii) Hambling a quitclaim deed confirming that all of PWRF's rights, title and interest in the Hambling Conveyed Land, has vested in Hambling.

(c) City Purchase Option. Following such transfers, the City may then elect to purchase (“Purchase Option”) the Hambling Parcels for a purchase price equal to the greater of (i) the then fair market value of the Hambling Parcels or (ii) the purchase price paid by Hambling (or his affiliate) paid when purchasing the Hambling Parcels from Seventy-Nine Forty, LLC (such amount in (ii) referred to as the “Purchase Price Floor”). In order to exercise its Purchase Right, the City must provide written notice (“Purchase Notice”) to PWRF of such election within thirty (30) days of the occurrence of the Project Failure.

Within [] days of receipt of the Purchase Notice, PWRF shall inform the City of its reasonable determination of the FMV and the purchase price. If the City objects to PWRF’s determination, then the Parties shall meet and confer for up to thirty (30) days (“Negotiation Period”) in order to determine a mutually agreeable purchase price. In the event the Parties are unable to agree within the Negotiation Period, then the purchase price shall be determined as follows (but in no event shall be less than the Purchase Price Floor):

(i) Within ten (10) business days of the end of the Negotiation Period, each of the Parties shall select one MAI real estate appraiser with at least ten (10) years’ full-time commercial appraisal experience in the greater Snoqualmie, WA area for comparable projects and who is neutral and has not rendered services to either PWRF or City or their respective affiliates within the preceding ten (10) year period (each, an “Appraiser”).

(ii) Within ten (10) days after each of the Appraisers have been selected, each Appraiser shall make its respective determination of the FMV, provided, however, that if either Appraiser requests additional information or documentation needed to make its determination of the FMV, such ten (10) day period shall be extended by up to an additional twenty (20) days, and each Party shall cooperate to provide any such requested information and documentation to the applicable Appraiser. The determination of each Appraiser shall be limited solely to the FMV. Neither Appraiser shall have the power to add to, modify, or change any of the provisions of this Agreement.

(iii) Upon a Party’s selected Appraiser’s determination of the purchase price, such Party shall cause its selected Appraiser to notify the Parties thereof. Upon each Appraiser having made its determination of FMV, the purchase price shall be equal the greater of (A) the mean of the two Appraisers’ respective determinations of the FMV (i.e., the average of the two Appraisers’ respective determinations of the FMV) or (B) the Purchase Price Floor. Such determination of the purchase price shall be final.

The cost of each Appraiser shall be paid by the Party that selected such Appraiser. Upon determination of the purchase price, the Parties agree to execute and deliver such reasonable documentation necessary to effectuate such transfer.

(d) Museum Property. Notwithstanding the foregoing, the ownership of the Museum Property and all personal property of PWRF shall remain with PWRF in all events.

8.2 **Insurance Proceeds**. Any insurance proceeds payable from PWRF’s insurance shall, subject to the requirements of the holder of any Mortgage, be paid to PWRF. In the event PWRF elects to terminate the Covenant under Section 8.1, PWRF’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 Mortgage, be made available to pay the cost of PWRF’s obligation to surrender the City Conveyed Land to City in accordance with the terms and provisions of Article 8.2 and the balance of such proceeds shall be paid to PWRF. In all events, the proceeds available under the Exhibit Insurance shall be paid to PWRF.

8.3 **Clearing of Property**. In of a Major Destruction and this Covenant is terminated pursuant to Section 8.1, then PWRF shall, prior to surrendering the City Conveyed Land to Land, 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) in the event the keeping the remaining Improvements in place would prevent transfer of the City Conveyed Land, demolish the remaining Improvements and clear the City Conveyed 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 8.3.

ARTICLE 9. CONDEMNATION

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 Land, then this Covenant shall terminate as of the earlier of the date title to the Land is transferred or the date PWRF is dispossessed by the Taking authority. City agrees not to exercise its eminent domain rights with respect to the Land.

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

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) City shall be entitled to all amounts attributable to the value of the City Conveyed Land; and
- (b) PWRF shall be entitled to receive all amounts attributable (i) to the value of the Improvements, (ii) the Museum Property; (iii) the Hambling Conveyed Land, and (iv) PWRF’s relocation expenses.

ARTICLE 10. ACCESS TO LAND

UPON PRIOR REASONABLE NOTICE, CITY’S AGENTS, EMPLOYEES, AND REPRESENTATIVES SHALL HAVE THE RIGHT TO ACCESS, ENTER AND INSPECT THE LAND AT ANY REASONABLE TIME DURING THE OPERATING HOURS OR WHEN MUSEUM STAFF IS PRESENT ON THE LAND TO ESCORT THE INSPECTOR FOR THE PURPOSE MONITORING COMPLIANCE WITH THIS COVENANT OR FOR ANY OTHER PURPOSE PERMITTED UNDER THE TERMS OF THIS COVENANT. CITY 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 PWRF’S USE AND OPERATIONS OF THE MUSEUM.

ARTICLE 11. ENVIRONMENTAL

11.1 **PWRF Obligations.** PWRF agrees that:

(a) Neither PWRF nor its employees, agents, contractors, assignees, tenants, licensees or invitees will use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Land, or transport to or from the Land, 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 Covenant and the Development Agreement, and then only in compliance with all Environmental Laws.

(b) PWRF shall give prompt written notice to City of (i) any proceeding or inquiry by any governmental authority known to PWRF with respect to the presence or release of any Hazardous Substance on, in, about or from the Land or relating to any loss or injury resulting from any Hazardous Substance, all caused or alleged to be caused by PWRF or its employees, agents, contractors, assignees, tenants or invitees, (ii) all claims made or threatened by any third party in writing against PWRF with respect to the Land relating to any loss or injury resulting from any Hazardous Substance caused or alleged to be caused by PWRF, (iii) discovery after the date hereof by PWRF of any occurrence or condition on the Land 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 Land by PWRF.

11.2 **Intentionally Omitted.**

11.3 **Environmental Indemnity.** PWRF covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to City), and save City, 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 City, its employees, agents, managers and members, 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 Land, (i) from and after the Commencement Date, or (ii) which migrate off of the Land (or portion thereof) after the Commencement Date, except that the foregoing indemnity does not include any condition on the City Conveyed Land 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 City's negligence or willful misconduct.

City covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to PWRF), and save PWRF, 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 PWRF, its employees, agents, managers and members or the Land 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 Land (i) which existed on the City Conveyed Land at any time prior to the Commencement Date, or (ii) which migrate onto the Land hereafter from any other property owned by City, 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 PWRF's gross negligence or willful misconduct.

ARTICLE 12. ASSIGNMENT AND SUBLETTING

12.1 **No Transfer Without City's Consent.** Except for Permitted Transfers, PWRF 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 Land or the Improvements (any of the foregoing being herein referred to as a "Transfer") without the prior express written consent of City, 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 Covenant shall be null and void at City's option. Should City consent to a Transfer, (i) such consent shall not constitute a waiver of any of the restrictions or prohibitions of this Covenant, 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 PWRF of its liability under this Covenant and such transferring PWRF shall be released from performance of any of the terms, covenants and conditions of this Covenant upon such Transfer, and thereafter the assignee PWRF shall be liable under this Covenant.

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

(a) the transfer of any ownership interests in PWRF to any Affiliate of PWRF or from one owner of ownership interests in PWRF to another owner of ownership interests in PWRF; or

(b) the assignment of this Covenant, PWRF's interest in the Land or any lease of the Land (or portion thereof) to any Affiliate of PWRF or any lease 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 PWRF or any Affiliate of PWRF, provided that the resulting entity has a net worth, calculated in accordance with GAAP, equal to or greater than the net worth of PWRF immediately prior to such transaction; or

(d) the assignment to any trustee by way of a deed of trust in favor of any Mortgagee, for the purpose of creating a Mortgage, or to any such Mortgagee or other purchaser in connection with a foreclosure of a Mortgage; or

(e) intentionally omitted; 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 PWRF 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.

ARTICLE 13. DEFAULTS

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

(a) if PWRF 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, PWRF shall fail to cure, correct or remedy such failure within sixty (60) calendar days after the receipt of written notice thereof; provided, however, if such failure cannot be cured by the payment of a sum certain to City (or other required payee), then, if such failure is susceptible to cure, but cannot with due diligence be cured within such sixty (60) day period, the time within which PWRF may cure such failure shall be extended so long as PWRF proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof within a reasonable period of time; or

(b) if PWRF abandons the Land or any substantial portion thereof and such abandonment is not cured within sixty (60) calendar days following written notice from City.

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) City, subject in all respects to (i) the provisions of this Covenant with respect to City's rights to cure defaults by PWRF and (ii) the rights of the holder of any 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 Covenant.

(b) No default in the performance of the terms, covenants or conditions of this Covenant on the part of PWRF shall be deemed to continue if and so long as PWRF 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 PWRF 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 the remedying of any Event of Default under this Covenant or any termination of this Covenant 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 Covenant, City, for itself and for

each and every succeeding owner of the Land or Improvements, agrees that it shall never be entitled to seek a personal judgment against PWRF's member(s), and that upon any Event of Default hereunder, the rights of City to enforce the obligations of PWRF, its successors or assigns, or to collect any judgment, shall be limited to specific performance, the termination of this Covenant and/or to collection from the assets of PWRF and the enforcement of any other equitable rights and remedies specifically granted to City hereunder.

13.3 **Termination of Covenant for PWRF's Default.** Upon a termination of this Covenant pursuant to Section 13.2(a), all of PWRF's right, title and interest in the Land, Improvements, and any Alterations shall cease and terminate, and title to the Improvements shall immediately vest in City. No further deed or other instrument shall be necessary to confirm the vesting in City of title to the Land, Improvements, and any Alterations. However, upon any such termination of this Covenant, PWRF, upon request of City, shall execute, acknowledge and deliver to City a quitclaim deed confirming that all of PWRF's rights, title and interest in the Land, Improvements, and any Alterations has expired and that title thereto has vested in City. Notwithstanding the foregoing, the ownership of the Museum Property and all personal property of PWRF shall remain with PWRF in all events.

13.4 **Remedies Cumulative.** Unless otherwise specifically provided in this Covenant, 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 Covenant may be exercised from time to time and as often as may be deemed expedient by either party. No delay or omission by City 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.

ARTICLE 14. MORTGAGES

14.1 **Right to Encumber.** Notwithstanding the provisions of Article 12 regarding Transfers of this Covenant, but subject to the provisions of this Article 14, PWRF shall have the right at any time and from time to time to encumber the Land and 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 "Mortgage") to secure repayment of a loan (and associated obligations) made to PWRF for the purpose of financing the construction of any Improvements or for the long-term financing of any such Improvements.

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

14.3 **Acknowledgement of Notice.** If requested by the terms of such notice, City 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 PWRF and the Mortgagee of the rejection of such communication as not conforming with the provisions of this Section and specify the basis of such rejection.

14.4 **Protection of Mortgagees.** If PWRF shall mortgage PWRF the Land in compliance with the provisions of this Section 14, then so long as any such Mortgage shall remain unsatisfied of record, the following provisions shall apply:

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

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

by City to PWRF shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Mortgagee of which City has been provided notice in accordance with Section 14.4 hereof. From and after such notice has been given to a Mortgagee, such 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 PWRF after the giving of such notice to PWRF, 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. City shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by PWRF. PWRF authorizes each Mortgagee to take any such action at such Mortgagee's option and does hereby authorize entry upon the Land by the Mortgagee for such purpose.

(c) Second Notice to Mortgagee. Anything contained in this Covenant to the contrary notwithstanding, if any Event of Default shall occur which entitles City to terminate this Covenant, City shall have no right to terminate this Covenant unless, following the expiration of the period of time given PWRF to cure such Event of Default or the act or omission which gave rise to such Event of Default, City shall notify every Mortgagee of City'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 City 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 Mortgagee shall:

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

(ii) Pay or cause to be paid all amounts (i) then due and in arrears as specified in the termination notice to such 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 Covenant then in default and reasonably susceptible of being complied with by such Mortgagee; provided, however, that such 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) PWRF's failure to satisfy and discharge any lien, charge or encumbrance against PWRF's interest in the Land junior in priority to the lien of the mortgage held by such Mortgagee, or (ii) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Mortgagee, such as, by way of example only, the bankruptcy of PWRF or a court-ordered stay or injunction. If such Mortgagee has not completed the cure within three hundred sixty five (365) days after the later to occur of (A) the receipt of City's termination notice or (B) three hundred sixty five (365) days after the date that any court with jurisdiction over PWRF or the Land releases any stay, order or injunction, City shall have the right to terminate this Covenant upon written notice to PWRF and such Mortgagee.

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

14.5 Procedure on Default.

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

(i) Continue its good faith efforts to perform all of PWRF's other obligations under this Covenant excepting (A) obligations of PWRF to satisfy or otherwise discharge any lien, charge or encumbrance against PWRF's interest in the Land junior in priority to the lien of the Mortgage held by such Mortgagee, and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Mortgagee; and

(ii) If not enjoined or stayed, take steps to acquire or sell PWRF's interest in the Land by foreclosure of the 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 Covenant beyond the original Term hereof, nor to require a Mortgagee to continue such foreclosure proceedings after

the Event of Default has been cured. If the Event of Default shall be cured and the Mortgagee shall discontinue such foreclosure proceedings, this Covenant shall continue in full force and effect as if PWRF had not defaulted under this Covenant.

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

(c) **Assumption of Covenant.** The making of a Mortgage shall not be deemed to constitute an assignment or transfer of PWRF's interest under this Covenant or the Land, nor shall any Mortgagee, as such, be deemed to be an assignee or transferee of PWRF's interest under this Covenant or of the Land so as to require such Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of PWRF to be performed hereunder. Notwithstanding the foregoing, the purchaser at any sale of PWRF's interest in the Land in any proceedings for the foreclosure of any Mortgage, or the assignee or transferee of the Land under any instrument of assignment or transfer in lieu of the foreclosure of any Mortgage, including, without limitation, a 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 PWRF 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 owner of the Land.

14.6 **Intentionally Omitted.**

14.7 **Conflicting Priorities.** If more than one Mortgagee shall seek to nullify a notice in accordance with Section 14.6(c)(iv) above, the Mortgagee whose Mortgage is prior in lien, or with the designee of such Mortgagee, shall have the right to nullify such notice. City, without liability to PWRF or any 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 Land is located as the basis for determining the appropriate Mortgagee who is entitled to nullify such notice.

14.8 **Certain Defaults.** Nothing herein contained shall require any 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 Mortgagee or such designee in order to comply with the provisions of Sections 14.6 or 14.7. The financial condition of any Mortgagee or successor to PWRF's interest under this Covenant 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 PWRF, the performance of which, requires possession of the Land shall be deemed reasonably susceptible of cure or performance by any Mortgagee or successor to PWRF's interest under this Covenant not in possession of the Land, 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 Mortgagee or successor. No Mortgagee shall be required to cure the bankruptcy, insolvency or any related or similar condition of PWRF.

14.9 **Eminent Domain.** PWRF's share, as provided in Section 9 of this Covenant, 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 Mortgage.

14.10 **Insurance.** A standard mortgagee clause naming each Mortgagee may be added to any and all insurance policies required to be carried by PWRF hereunder.

14.11 **Legal Proceedings.** City shall give each Mortgagee of which City has written notice prompt notice of any dispute resolution or legal proceedings between City and PWRF involving obligations under this Covenant. Each such 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 Mortgagee shall be bound by the outcome of such proceedings. In the event that any Mortgagee shall not elect to intervene or become a party to any such proceedings, City shall give the Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on all Mortgagees not intervening after receipt of Notice of such proceedings.

14.12 **Intentionally Omitted.**

14.13 **Notices.** Notices from City to the Mortgagee shall be mailed to the address furnished City pursuant to Section 14.4 and those from the Mortgagee to City 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 Mortgagee or City shall be given in the manner described in Section 32 and shall in all respects be governed by the provisions of that section.

14.14 **Covenant Amendments or Recognition Agreement Requested by Mortgagee.** In the event PWRP seeks to obtain or modify a Mortgage, and the applicable Mortgagee desires amendments to this Section 14 or desires to enter into a recognition agreement with City, then City 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 adversely affect the rights of City hereunder or its interest in the Land, as determined by City in its reasonable discretion. All reasonable expenses incurred by City in connection with any such amendment or recognition agreement shall be paid by PWRP.

14.15 **City Purchase Right.** In the event a Mortgagee desires to transfer the Land and Improvements by foreclosure sale, accept a deed in lieu of foreclosure, or acquire PWRP’s interest in this Covenant by other means, the Mortgagee shall provide City no less than thirty (30) days prior written notice of its intention to exercise such right and City 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 Mortgage for a price equal to the sum of the outstanding unpaid balance of the loan secured by the Mortgage, together with any other amounts due and unpaid under the 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 City and reasonably acceptable to Mortgagee. At the Closing, City shall deliver to the Mortgagee through escrow the purchase price for the loan, and Mortgagee shall assign to City all of its right, title and interest in the loan and the Mortgage pursuant to documentation reasonably satisfactory to City and the Mortgagee. If City fails to deliver into escrow the required funds with said thirty (30) day period with instructions to deliver said funds to Mortgagee conditioned only upon receipt of the documentation necessary to enable the title company to insure City as the sole beneficiary of the Mortgage, the Mortgagee shall be entitled to pursue its rights to acquire or transfer the Land pursuant the Mortgage. If City delivers said funds as required herein, the Mortgagee’s rights under this Covenant and the Mortgage shall terminate and be of no further force and effect.

ARTICLE 15. INTENTIONALLY OMITTED

ARTICLE 16. NOTICES

Any and all notices, consents, approvals and other communications required or permitted under this Covenant 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 Covenant 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 City: City of Snoqualmie
c/o City Administrator
P.O. Box 987
Snoqualmie, WA 98065

If to PWRF: _____

With a copy to: Pacifica Law Group LLP
1191 2nd Ave., Suite 2000

Seattle, WA 98101
Attn. B. Gerald Johnson

ARTICLE 17. MISCELLANEOUS

17.1 **No Partnership.** Nothing contained in this Covenant shall create any partnership, joint venture or other relationship between PWRF and City. It is the intent of the parties that this Covenant creates a restriction on the use of the Land and the relationship between the parties if one of grantor and grantee only.

17.2 **Severability.** This Covenant shall bind and inure to the benefit of City, its successors and assigns, PWRF, and its successors and assigns.

17.3 **Construction.** City and PWRF 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.

17.4 **Performance Under Protest.** In the event of a dispute or difference between City and PWRF 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.

17.5 **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 Covenant shall be deemed a waiver of a breach of any other provision of this Covenant 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.

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

17.7 **Partial Invalidity.** If any term, covenant, provision or condition of this Covenant 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 Covenant 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 City and PWRF which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

17.8 **Bind and Inure.** Unless the context requires otherwise, the words "City" and "PWRF" 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 Covenant contained on the part of PWRF to be performed and observed shall be binding upon PWRF and its permitted successors and assigns and shall inure to the benefit of City and its permitted successors and assigns, and the agreements and conditions in this Covenant contained on the part of City to be performed and observed shall be binding upon City and its permitted successors and assigns and shall inure to the benefit of PWRF and its successors and assigns. No holder of a Mortgage shall be deemed to be the holder of said Interest until such holder shall have acquired indefeasible title to said Interest.

17.9 **Time of Essence.** Time is of the essence of this Covenant and of all provisions hereof.

17.10 **Entire Agreement.** Together with the Development Agreement, this Covenant 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 Covenant may not be amended, changed, modified or altered, except by an instrument in writing duly executed by City and PWRF (or their successors in title) upon approval by the City Council.

17.11 **Authority.** Each party hereto warrants that it has the authority to enter into this Covenant 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 Covenant, warrant that they have the authority to bind the respective parties.

17.12 **Consents and Approvals.** In any instance when either party's consent or approval is required under this Covenant, such consent or approval shall not be unreasonably withheld, conditioned or delayed. No permission, consent, or approval of City contained herein or given pursuant to this Covenant 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.

17.13 **Governing Law; Jurisdiction and Venue.** This Covenant, 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. 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 Covenant 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.

17.14 **Exhibits.** Exhibits A through C attached hereto are hereby incorporated herein and made a part of this Covenant.

17.15 **Dispute Resolution.** In the event of a dispute arising out of this Covenant, 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 City 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. City and PWRF 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 City and PWRF.

17.16 **Limitation on Third Party Rights.** Nothing in this Covenant expressed or implied is intended or shall be construed to give to any person other than City or PWRF any legal or equitable right, remedy or claim under or in respect of this Covenant 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 City and PWRF.

17.17 **Counterparts.** This Covenant may be executed in counterparts for the convenience of the parties, and such counterparts shall together constitute one Covenant.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO COVENANT

IN WITNESS WHEREOF, the parties have hereunto set their signatures to this Covenant as of the date first written above.

CITY:

CITY OF SNOQUALMIE,
a municipal corporation organized under the laws of the State of Washington

By: _____

Name: _____

Title: _____

PWRF:

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 A

EXHIBIT B-1
CITY CONVEYED LAND

[to be attached]

Exhibit B

EXHIBIT B-2
CITY CONVEYED LAND

[to be attached]

Exhibit B

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, PWRF 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, PWRF 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, PWRF agrees to make the Museum available to City for City-planned events up to two (2) times per calendar year ("City Events"). City 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 PWRF 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. City and PWRF shall reasonably cooperate with each other to schedule the City Events, and Museum will be closed to the public during each City Event. City shall comply with PWRF's reasonable rules and regulations during City Events.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

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

AND

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

DATED: _____, 2024

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is dated as of _____, 2024 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 (3) 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 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, Hambling has engaged the well-known Olson Kundig architectural firm to design the publicly accessible museum; and

WHEREAS, after exploring the possibility of locating the new museum on a site west of the Snoqualmie central business district, Hambling and City leadership have settled on a location (the “Site) in downtown Snoqualmie across the street from the Historic Snoqualmie Depot; and

WHEREAS, the Site (shown on Exhibit A) consists of four (4) contiguous parcels, two (2) of which the City recently re-acquired from a former prospective developer (the “City Parcels”) and another two (2) that Hambling intends to purchase (the “Hambling Parcels”), which, together with the unimproved street rights-of-way separating and adjacent to the properties will provide a highly desirable location for the new museum; and

WHEREAS, the City also has indicated it will vacate the City street rights-of-way separating the Hambling and City parcels as well as the right-of-way immediately east of such parcels for museum development purposes, the practical effect of which will be to enlarge both sets of adjacent parcels, each by one half of the vacated street rights-of-way; and

WHEREAS, the City and the PWRF also have negotiated this mutually acceptable 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, if the Project proceeds as conceived under this Agreement, 1) Hambling will purchase the Hambling Parcels; 2) the City will vacate the involved street rights-of-way; 3) Hambling will donate the Hambling Parcels, increased in size by their respective shares of the vacated street rights-of-way, to the PWRF; and 4) the City will transfer ownership of the City Parcels, also as increased in size by the vacated street rights-of-way, to the PWRF, subject to a covenant pursuant to which the PWRF agrees to operate the new public museum for a period of not less than fifty (50) years; and

WHEREAS, in its Ordinance No. _____, the City Council authorized the City Manager to execute this Agreement conditioned upon Hambling's execution of an Agreement of Purchase and Sale (the "Purchase Agreement") of the Hambling Parcels acceptable to the City substantially in the form attached as Exhibit B hereto; and

WHEREAS, Hambling agrees to purchase the Hambling Parcels pursuant to such Agreement of Purchase and Sale upon the satisfaction of certain contingencies, as further identified herein; and

WHEREAS, Peter and Lorrie Hambling agree to execute concurrently with Hambling's purchase of the Hambling Parcels, a Contingent Gift Agreement with PWRF (the "Hambling Gift Agreement") to convey the PWR model railroad and the Hambling Parcels, increased in size by

the vacated street rights-of-way, to the PWRF no later than PWRF's issuance of its Notice to Proceed to its general contractor as provided under this Agreement; and

WHEREAS, in this Agreement the City agrees to timely vacate the street rights-of-way as shown in Exhibit A such that both the Hambling and City parcels may be conveyed to PWRF increased in size by their respective shares of such street vacation.

WHEREAS, the City agrees to execute, concurrently with Hambling's purchase of the Hambling Parcels the Conveyance Agreement with PWRF (the "Conveyance Agreement") committing the City, as provided under this Agreement, to: convey the City Parcels, increased in size by the vacated street rights-of-way, to PWRF, no later than PWRF's issuance of its Notice to Proceed; and

WHEREAS, the eventual conveyance of the City Parcels will be subject to a Public Use Covenant (the "Covenant"), as provided in Exhibit E, requiring PWRF to operate and maintain the museum to be constructed pursuant to this Agreement. Under the covenant, such museum will be accessible to the general public; provide enumerated public benefits; care for and display the model railroad; and steward, maintain and otherwise care for its museum, all for a period of not less than 50 years following its opening; and

WHEREAS, in entering into this Agreement, the Conveyance Agreement and the associated Covenant, the City specifically finds that the public benefits associated with the development and operation of the PWRF museum in downtown Snoqualmie as envisioned under

this Agreement represent more than sufficient consideration for the transfer of the City Parcels to PWRF as provided herein.

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 execution of the Hambling Gift Agreement between Peter and Lorrie Hambling and PWRF and the Conveyance Agreement, including the Covenant, the Parties hereby agree as follows:

AGREEMENT

ARTICLE

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: Site
- Exhibit B: Agreement of Purchase and Sale
- Exhibit C: Contingent Gift Agreement
- Exhibit D: Conveyance Agreement
- Exhibit E: Public Use Covenant
- Exhibit F: Fundraising Plan
- Exhibit G: Preliminary Project Budget
- Exhibit H: Preliminary Project Design
- Exhibit I: Preliminary Project Schedule

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 6.1.

(d) “City Parcels” means the portion of the Site in City ownership, increased in size by the vacated street rights-of-way, as shown in Exhibit A.

(e) “Design Review Board” means the body established and governed by Chapter 17.80, Snoqualmie Municipal Code, as presently enacted or subsequently amended or recodified.

(f) “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 5.4.

(g) “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 5.2.1.

(h) “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 5.4.

(i) “Fundraising Plan” is the PWRF’s plan for securing the resources required to construct its Museum, as provided in Section 4.2.1.

(j) “Hambling Parcels” means the portion of the Site to be acquired by Peter and Lorrie Hambling and conveyed to the PWRF, increased in size by the vacated street rights-of-way, as shown in Exhibit A.

(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 5.4.

(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 5.2.1.

(p) “Preliminary Project Schedule” is defined in Section 2.3 and shown in Exhibit I.

(q) “Project” means the development and construction of the Pacific West Rail Museum for public museum purposes.

(r) “Project Coordinator” is defined in Section 5.5(a).

(s) “Project Manager” is defined in Section 5.5(a).

(t) “Public Use Covenant” means the covenant governing PWRF’s management and operation of its museum, as provided in Exhibit E.

(u) “Purchase Agreement” means the agreement under which Hambling will acquire the Hambling Parcels, as provided in Exhibit B.

(v) “PWRF” means the Pacific West Rail Foundation.

(w) “PWRF Indemnified Parties” is defined in Section 6.1.

(x) “Site” means the land on which the Museum will be constructed by the PWRF consisting of the Hambling Parcels, the City Parcels and the vacated City rights-of-way separating and adjacent to the properties, as shown in Exhibit A.

ARTICLE 2

General Provisions

Section 2.1 Scope. PWRF will construct the PWR Museum on the Site substantially consistent with the Final Project Design as evolved from the Preliminary Project Design provided in Exhibit H, at a currently estimated total cost of approximately _____ to _____ (_____ - _____).

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

Section 2.3 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 I. The Project schedule remains subject to change as the Project evolves.

ARTICLE 3

Site Assembly

Section 3.1 City Parcels. No later than the issuance of its Notice to Proceed as provided in Section 5.4 and contingent upon the reasonably contemporaneous donation of the Hambling Parcels to PWRF as provided herein the City shall: (a) vacate the involved street rights-of-way and (b) transfer ownership of the City Parcels, increased in size by their respective shares of the vacated street rights-of-way, as shown on Exhibit A, to PWRF pursuant to the Conveyance Agreement and subject to the terms and conditions of the Covenant, substantially in the form of attachment Exhibit E.

Section 3.2 Hambling Parcels

3.2.1 Hambling shall acquire the Hambling Parcels pursuant to the Purchase Agreement upon satisfaction of the following preconditions:

(a) Site Suitability. Based on then available knowledge, neither environmental contamination nor the presence of archaeological remains likely will preclude development of the Site for its intended purpose under this Agreement at a cost reasonably consistent with the Preliminary Project Budget; and

(b) Satisfaction of the conditions precedent to closing as provided in the Purchase Agreement.

3.2.2 No later than the issuance of its Notice to Proceed as provided in Section 5.4 and contingent upon the reasonably contemporaneous transfer of the City Parcels to PWRF, as provided herein, Hambling shall donate the Hambling Parcels to PWRF.

3.3 Failure to assemble the complete Site, including the City Parcels and the Hambling Parcels, increased in size by their respective shares of the vacated street rights-of-way, or a determination by either Party that the Site is not or reasonably cannot be made suitable for its intended purpose shall constitute a Failure of Assumptions and result in termination of this Agreement, as provided in Section 7.16.2.

ARTICLE 4

Preliminary Project Budget and Funding

Section 4.1 Preliminary Project Budget. The current Preliminary Project Budget to complete construction of the Project is attached hereto as Exhibit G. The Preliminary Project Budget reflects the preliminarily estimated cost of construction of the Project based on the Preliminary Project Design, as discussed in Section 5.2. The all-inclusive Final Project Budget shall continue to include all direct and indirect costs as well as contingencies consistent with industry standards.

Section 4.2 PWRF Funding and City Support.

4.2.1 PWRF Funds and Fundraising.

(a) As reflected in Exhibit G, the Preliminary Project Budget currently totals between _____ to _____ (\$_____ – \$_____) 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 ExhibitF. PWRF's success in achieving its fundraising objectives shall be evaluated by the City Administrator when making their determinations under Section 5.4. 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 7.16.2.

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

(a) Site. The City shall provide the City Parcels to PWRF for construction of its PWR Museum under this Agreement and its operation under the Covenant. The City, to the best of its knowledge based on its prior evaluation and studies of the condition of the City Parcels and its readiness for construction of improvements such as the PWR Museum, represents that it considers the Site 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 Parcels in their 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 on the former City Parcels, including the cost of any resulting delays in construction; materially reduce the buildable size of the Site; or require material on-going Site-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 7.16.2. If the PWRF, in its sole discretion, determines that the Site is no longer viable for the Project, this Agreement shall terminate as provided in Section 7.16.2. To the extent that the Project is proceeding but has been delayed as a result the Parties' efforts to address Site-suitability issues as required under this Agreement, the Preliminary Project Schedule provided in Section 2.3 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 5.5(f) and Project construction-related and worker parking as provided in Section 5.5(g).

ARTICLE 5

Project Design and Construction

Section 5.1 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 4.2.2(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 5.2 Design Review and Approval; Consistent Preliminary Project Budget.

5.2.1 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 ExhibitH. 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 5.4.

5.2.2 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.

5.2.3 Signage. Initial signage for the PWR Museum 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 5.2.1. 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 5.3 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 5.4 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; and

(d) conveyance of the City Parcels and the Hambling Parcels to PWRF as provided in Article 3 herein.

Section 5.5 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 PWRP of any project construction meeting minutes, PWRP shall deliver a copy of each of the same to the Project Coordinator.

(d) Minimization of Adverse Impacts. PWRP 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 PWRP 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 Site.) 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 5.5(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. 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 5.5(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 5.5(f).

Section 5.6 PWRF Cost Overruns Responsibility and Risk Management.

5.6.1 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 5.2.2. 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).

5.6.2 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.

5.6.3 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 5.7 Insurance Requirements

5.7.1 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:

5.7.1.1 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.

5.7.1.2 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.

5.7.1.3 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.

5.7.1.4 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.

5.7.1.5 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.

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

5.7.2 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.

5.7.2.1 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. PWRP 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.

5.7.2.2 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.

5.7.2.3 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.

5.7.2.4 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.

5.7.2.5 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.

5.7.2.6 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.

5.7.3 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. PWRF shall require in each professional consultant contract that the consultant provide the following minimum scope and limits of insurance:

5.7.3.1 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.

5.7.3.2 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.

5.7.3.3 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.

5.7.3.4 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.

5.7.3.5 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.

5.7.4 Terms and Conditions. The policies required under this Section 5.7 shall meet all requirements below.

5.7.4.1 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.

5.7.4.2 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.

5.7.4.3 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.

5.7.4.4 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).

5.7.4.5 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.

5.7.4.6 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.

5.7.4.7 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.

5.7.4.8 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.

5.7.4.9 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.

5.7.5 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 5.7, 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.

5.7.6 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:

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

5.7.6.2 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;

5.7.6.3 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.

5.7.6.4 Pending receipt of the documentation specified in this Section 5.7, 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.

5.7.7 Assumption of Property Risk. Except to the extent of City's negligence or willful misconduct, but subject to Section 5.7.5 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.

5.7.8 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.

5.7.9 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 5.7.5 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 6

Indemnification and Dispute Resolution

Section 6.1 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 6.2 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 6.2 no longer required by then applicable law.

Section 6.3 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 6.4 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 7

Miscellaneous

Section 7.1 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 7.2 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 7.3 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 7.4 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 7.5 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 7.6 Counterparts. This Agreement may be executed in counterparts for the convenience of the Parties, and such counterparts shall together constitute one Agreement.

Section 7.7 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 7.8 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 7.9 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 7.10 Integration. 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 7.11 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 7.12 No Partnership. Nothing in this Agreement shall create any partnership, joint venture or other relationship between PWRF and the City.

Section 7.13 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 7.14 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 PWRP:

Peter Hambling

7811 NE 10th Street

Medina, WA 98039

Copy to: B. Gerald Johnson

Pacifica Law Group LLP

1191 2nd 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 7.15 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 7.16 Termination of Agreement.

7.16.1 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 6; and Sections 5.3(a); 5.7.1.1; 5.7.2.1; 5.7.2.6; 5.7.3.1; 5.7.3.5; 5.7.4.6; and 7.9 survive the expiration or termination of this Agreement.

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

- (a) As provided in Section 3.3, the failure to assemble a suitable Site;
- (b) As provided in Sections 3.3 and 4.2.2(a), in either Party's sole discretion, due to unreasonably high Site preparation costs;
- (c) As provided in Section 4.2.1(c), in PWRP's sole discretion, due to unsuccessful fundraising;

(d) By mutual agreement of the Parties for any other failure of a material shared assumption underlying the Project's purpose or prospects.

7.16.3 Disputes. Any disputes with regard to this section are expressly made subject to the terms of Section 6.4 of this Agreement regarding Dispute Resolution.

Section 7.17 Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

ARTICLE 8

City Right to Retake/Right to Purchase

Section 1. Notwithstanding anything to the contrary contained in this Agreement, in the event that PWRF does not complete construction of the Museum as provided here (such event a "Project Failure"), then the City shall have the following rights:

(a) Right to Retake City Parcels. After a Project Failure and the City Parcels have been transferred to PWRF, the City may elect to have the City Parcels, increased in size by their respective share of the vacated street rights-of-way, if applicable, transferred to the City by providing written notice to PWRF of such election within thirty (30) days of the occurrence of the Project Failure. The Parties agree to execute and deliver such reasonable documentation necessary to effectuate such transfer. In the event the City does not timely exercise its right contained in this

subsection (a), then the City will be deemed to have waived such right and PWRF shall be permitted to retain ownership in the City Parcels or sell or transfer the same to another party without any compensation to the City.

(b) Right to Purchase. After a Project Failure, if Hambling has acquired the Hambling Parcels, the City may elect to purchase (“Purchase Option”) the Hambling Parcels, increased in size by their respective share of the vacated street rights-of-way, if applicable, for a purchase price equal to the greater of (i) the then fair market value of the Hambling Parcels (“FMV”) or (ii) the amount Hambling paid for the acquisition of the Hambling Parcels from Seventy-Nine Forty, LLC (such amount in (ii) referred to as the “Purchase Price Floor”). In order to exercise its Purchase Right, the City must provide written notice (“Purchase Notice”) to PWRF of such election within thirty (30) days of the occurrence of the Project Failure.

Within [___] days of receipt of the Purchase Notice, PWRF shall inform the City of its reasonable determination of the FMV and the purchase price. If the City objects to PWRF’s determination, then the Parties shall meet and confer for up to thirty (30) days (“Negotiation Period”) in order to determine a mutually agreeable purchase price. In the event the Parties are unable to agree within the Negotiation Period, then the purchase price shall be determined as follows (but in no event shall be less than the Purchase Price Floor):

(i) Within ten (10) business days of the end of the Negotiation Period, each of the Parties shall select one MAI real estate appraiser with at least ten (10) years’ full-time commercial appraisal experience in the greater Snoqualmie, WA area for comparable

projects and who is neutral and has not rendered services to either PWRF or City or their respective affiliates within the preceding ten (10) year period (each, an “Appraiser”).

(ii) Within ten (10) days after each of the Appraisers have been selected, each Appraiser shall make its respective determination of the FMV, provided, however, that if either Appraiser requests additional information or documentation needed to make its determination of the FMV, such ten (10) day period shall be extended by up to an additional twenty (20) days, and each Party shall cooperate to provide any such requested information and documentation to the applicable Appraiser. The determination of each Appraiser shall be limited solely to the FMV. Neither Appraiser shall have the power to add to, modify, or change any of the provisions of this Agreement.

(iii) Upon a Party’s selected Appraiser’s determination of the purchase price, such Party shall cause its selected Appraiser to notify the Parties thereof. Upon each Appraiser having made its determination of FMV, the purchase price shall be equal the greater of (A) the mean of the two Appraisers’ respective determinations of the FMV (i.e., the average of the two Appraisers’ respective determinations of the FMV) or (B) the Purchase Price Floor. Such determination of the purchase price shall be final.

The cost of each Appraiser shall be paid by the Party that selected such Appraiser. Upon determination of the purchase price, the Parties agree to execute and deliver such reasonable documentation necessary to effectuate such transfer.

[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

Site

EXHIBIT B

Agreement of Purchase and Sale

EXHIBIT C

Contingent Gift Agreement

EXHIBIT D

Conveyance Agreement

Exhibit E

Public Use Covenant

Exhibit F

EXHIBIT F

Fundraising Plan

OVERVIEW OF PACIFIC WEST RAIL

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.

FEASIBILITY

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.

MUSEUM & CAMPUS

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.

FUNDRAISING SOURCES

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.

Exhibit G

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 H
Preliminary Project Design

Exhibit I
Preliminary Project Schedule

Snoqualmie City Council
38624 SE River St
Snoqualmie, WA 98065

Dear Members of the Snoqualmie City Council,

I am writing on behalf of the SnoValley Chamber of Commerce to express our full support for the Pacific West Rail Museum project in downtown Snoqualmie. The addition of this museum presents a unique and timely opportunity to revitalize our downtown area and bring much-needed economic vitality back to our city.

As you are aware, the ongoing construction of I-90 and SR-18 has significantly impacted tourism in Snoqualmie, resulting in a decline in visitors and a corresponding loss in sales tax revenue. With construction expected to continue until at least 2031, and with the second phase anticipated to add another four years of work, our downtown businesses are facing prolonged challenges. The Pacific West Rail Museum offers a promising solution to counter these impacts by attracting tourists and locals alike, drawing them back into our historic downtown.

The museum's focus on the rich rail history of the Pacific Northwest is a perfect match for Snoqualmie's heritage and will serve as a major draw for visitors. By creating an engaging and educational destination, the museum will not only increase foot traffic but also stimulate spending at local businesses, from restaurants and shops to lodging establishments. This boost in economic activity will provide a significant lift to our community, helping to offset the ongoing disruptions caused by the road construction.

Moreover, the Pacific West Rail Museum will contribute to diversifying Snoqualmie's tourism offerings, making our city a more compelling destination for both day-trippers and longer stays. This will generate more overnight visits, increasing demand for local accommodations and further driving economic benefits through increased lodging tax revenues.

Supporting the Pacific West Rail Museum aligns with Snoqualmie's goals of fostering economic development, promoting our unique cultural assets, and enhancing the overall quality of life for our residents. The Chamber believes this project will be instrumental in reversing the recent decline in tourism and restoring downtown Snoqualmie as a vibrant, bustling hub of activity.

We respectfully urge the City Council to support the Pacific West Rail Museum. This project represents a critical opportunity to reinvigorate our downtown, support our local businesses, and ensure the long-term economic health of Snoqualmie.

Thank you for your consideration and continued commitment to our community.

Sincerely,
Kelly Coughlin
CEO
SnoValley Chamber of Commerce



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-094
September 23, 2024
Committee Report

Item 5.

AGENDA BILL INFORMATION

TITLE:	AB24-094: 2025-2026 Human Services Funding Recommendations	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
PROPOSED ACTION:	Move to approve the Human Services Advisory Committee funding recommendations for the 2023-2024 biennium.	

REVIEW:	Department Director/Peer	Choose an item.	Click or tap to enter a date.
	Finance	Janna Walker	9/10/2024
	Legal	Choose an item.	Click or tap to enter a date.
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Administration		
STAFF:	Deana Dean, City Clerk		
COMMITTEE:	Finance & Administration	COMMITTEE DATE: September 17, 2024	
EXHIBITS:	1. Memo HSAC Recommendation 2. Attachment A – Option 1 3. Attachment B – Option 2 4. Attachment C – Option 3		

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

SUMMARY

INTRODUCTION

The City received 13 applications from community organizations for human services funding in the 2025-2026 biennium. The Human Services Advisory Committee reviewed and scored the applications in August to make a funding recommendation to the City Council.

BACKGROUND

The City of Snoqualmie assigns a portion of its biennial budget to provide aid for residents in need. Human services are often provided directly by larger municipalities; however, the City of Snoqualmie provides human services through service agreements with community organizations because the City does not employ staff with expertise in these areas. The City accepts applications for funding prior to each biennium and the human services budget is allocated based on a competitive application review process.

Applicants must meet one of the City's funding priorities to receive human services funding:

1. Food to Eat and a Roof Overhead
2. Supporting and Preparing Youth for Success
3. A Safe Haven from Violence and Abuse
4. Physical and Mental Wellness; and Healthy Aging

The Human Services Advisory Committee is a volunteer committee of three Snoqualmie residents that works with staff to identify and prioritize funding needs in the community, administer the funding application process, recommend budget allocations to the City Council, and review accountability reports from human services organizations to ensure efficient use of City funds.

The City opened the 2025-2026 application for human services funding on June 10, 2024, and the application closed on July 12, 2024. A news release was published on the city's website and email notifications were sent to the organizations receiving 2023-2024 funding.

ANALYSIS

The attachments outline the organizations, their funding priority, and the amounts they received in the 2023-2024 biennium (if applicable) and their requests for the 2025-2026 biennium.

The amounts requested were \$163,310 above the amount allocated in 2023-2024. Staff have identified two organizations that could utilize Opioid Settlement Funds, totaling \$80,000, in lieu of Human Services Funds.

- Empower Youth for Substance Use Prevention - \$20,000
- Friends of Youth for Mental Health/Substance Use Disorder Services - \$60,000

This would allow re-distribution of the \$80,000 to other organizations.

BUDGET IMPACTS

The Mayor's Proposed 2025-2026 Biennial Budget includes a General Fund (#001) appropriation of \$633,000 for human services, which reflects an approximate 7.5% inflationary increase over the 2023-2024 biennial budget. Option 1 will not affect the 10-year forecast included within this proposed budget. Option 2 would require the General Fund (#001) appropriation of \$633,000 and an additional \$80,000 from the Opioid Settlement Fund (#123), which currently has a balance of \$71,335. The Opioid Settlement Fund is expected to receipt an additional \$18,032 over the 2025-2026 biennium. Option C includes the same funding as Option 2, with an additional \$19,255 from the General Fund. Selecting the third option will decrease the ending fund balance within the General Fund by \$19,255 and will be represented within the 10-year forecast as an ongoing cost.

NEXT STEPS

Council options include:

1. Approve Attachment A – Option 1 which reflects \$633,000 Human Services Funds (a 4% inflationary increase from 2023-2024)
2. Approve Attachment B – Option 2 which reflects \$633,000 Human Services Funds (a 4% inflationary increase) in addition to \$80,000 from the Opioid Settlement Funds for a total of \$713,000.
3. Approve Attachment C – Option 3 which reflects \$633,000 Human Services Funds (a 4% inflationary increase) in addition to \$19,255 to cover funding gap plus \$80,000 from the Opioid Settlement Funds for a total of \$732,255. This option would fully fund those organizations approved by the Advisory Committee.

Staff will coordinate with the successful applicants to finalize service agreements for the 2025-2026 biennium upon Council approval of the human services budget allocations.

PROPOSED ACTION

Move to approve the Human Services Advisory funding recommendations as outlined in Attachment ___ for the 2025-2026 biennium.



Memorandum

To: Human Services Advisory Committee Chair Bryan Holloway and Snoqualmie City Council
 From: City Clerk Deana Dean
 Date: September 17, 2024
 Subject: Human Services Funding for the 2025-2026 Biennium

The City of Snoqualmie assigns a portion of its biennial budget to provide aid for residents in need and contracts with community organizations to provide human services. The Human Services Advisory Committee works with staff to identify and prioritize funding needs in the community, administer the funding application process, recommend budget allocations to City Council, and review accountability reports from human services organizations to ensure efficient use of city funds. The four funding priorities are:

1. Food to Eat and a Roof Overhead
2. Supporting and Preparing Youth for Success
3. A Safe Haven from Violence and Abuse
4. Physical and Mental Wellness, and Healthy Aging

The 2025-2026 funding application period opened on June 10, 2024, with applications due on July 12, 2024. A news release was published on the city's website and email notifications were sent to the organizations receiving 2023-2024 funding. Thirteen applications were received.

Based on Finance Department's recommendation, the 2025-2026 budget amount was the 2023-2024 amount plus inflationary increase. The Committee spent considerable time reviewing the funding requests and identifying funding amounts while attempting to remain within the overall 2025-2026 amount. The recommendations are attached.

The Committee would like to note that it was unable to fully fund the human service organizations even with the inflationary increase. Of special significance were the following:

- Snoqualmie Valley Food Bank: NW Harvest, an important contributor of in-kind food donations is ceasing partnerships with east King County food banks, including SVFB, at the end of 2024. ↓ \$10,000 requested
- Empower Youth Network: ↓ \$25,752 requested
- The Trail Youth: ↓ \$13,503 requested
- Reclaim: ↓ \$40,000 requested
- Encompass Northwest: ↓ \$10,000 requested

The Committee asks for Council consideration of additional funds for the 2025-2026 biennium.

Upon Council approval, contracts will be routed for signature and the first of four funding payments will be issued in January 2025.

Attachment A - Option 1

Organization	Funding Priority	2023 Funding	2024 Funding	Total 2023-2024	2025 Request	2026 Request	Total Requests 2025-2026	2025 Recommendation	2026 Recommendation	Total Recommended 2025-2026
Acre of Diamonds	1			\$ -	\$ 10,000	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ -
Helping Hands Ministry	1	\$ 10,000	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reclaim (FKA Snoqualmie Valley Shelter Services)	1	\$ 30,000	\$ 30,000	\$ 60,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 30,000	\$ 30,000	\$ 60,000
Snoqualmie Valley Food Bank	1	\$ 50,000	\$ 50,000	\$ 100,000	\$ 60,000	\$ 60,000	\$ 120,000	\$ 55,000	\$ 55,000	\$ 110,000
Society of St. Vincent de Paul	1	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000
Empower Youth Network	2	\$ 45,000	\$ 50,000	\$ 95,000	\$ 60,000	\$ 60,000	\$ 120,000	\$ 47,124	\$ 47,124	\$ 94,248
Encompass Northwest	2	\$ 40,000	\$ 40,000	\$ 80,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 45,000	\$ 45,000	\$ 90,000
KidVantage	2	\$ 3,150	\$ 3,465	\$ 6,615	\$ 3,540	\$ 3,715	\$ 7,255	\$ 3,540	\$ 3,715	\$ 7,255
The Trail Youth	2	\$ 21,000	\$ 21,000	\$ 42,000	\$ 30,000	\$ 30,000	\$ 60,000	\$ 23,248	\$ 23,249	\$ 46,497
Mamma's Hands	3	\$ 12,000	\$ 15,000	\$ 27,000	\$ 15,000	\$ 15,000	\$ 30,000	\$ 15,000	\$ 15,000	\$ 30,000
CarePoint Clinic	4	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000
Friends of Youth	4	\$ 30,000	\$ 30,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 60,000
Mt. Si Senior Center	4	\$ 32,665	\$ 32,665	\$ 65,330	\$ 45,000	\$ 45,000	\$ 90,000	\$ 45,000	\$ 45,000	\$ 90,000
Si View Community Foundation	4	\$ 1,500	\$ 1,500	\$ 3,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 2,500	\$ 2,500	\$ 5,000
Total		\$ 290,315	\$ 298,630	\$ 588,945	\$ 376,040	\$ 376,215	\$ 752,255	\$ 316,412	\$ 316,588	\$ 633,000

2023-2024 Plus Inflationary Increase \$ 633,000
 2025-2026 Remaining \$ -

Funding Priority	2025 Recommendation	Percent of 2025 Budget	2026 Recommendation	Percent of 2026 Budget
Food to Eat and a Roof Overhead	\$95,000	30.02%	\$95,000	30.01%
Supporting and Preparing Youth for Success	\$118,912	37.58%	\$119,088	37.62%
A Safe Haven from Violence and Abuse	\$15,000	4.74%	\$15,000	4.74%
Physical and Mental Wellness; and Healthy Aging	\$87,500	27.65%	\$87,500	27.64%
	\$316,412	100.00%	\$316,588	100.00%

Attachment B - Option 2

Organization	Funding Priority	2023 Funding	2024 Funding	Total 2023-2024	2025 Request	2026 Request	Total Requests 2025-2026	2025 Recommendation	2026 Recommendation	Total Recommended 2025-2026
Acre of Diamonds	1			\$ -	\$ 10,000	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ -
Helping Hands Ministry	1	\$ 10,000	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reclaim (FKA Snoqualmie Valley Shelter Services)	1	\$ 30,000	\$ 30,000	\$ 60,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 45,186	\$ 45,186	\$ 90,372
Snoqualmie Valley Food Bank	1	\$ 50,000	\$ 50,000	\$ 100,000	\$ 60,000	\$ 60,000	\$ 120,000	\$ 60,000	\$ 60,000	\$ 120,000
Society of St. Vincent de Paul	1	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000
Empower Youth Network	2	\$ 45,000	\$ 50,000	\$ 95,000	\$ 60,000	\$ 60,000	\$ 120,000	\$ 60,000	\$ 60,000	\$ 120,000
Encompass Northwest	2	\$ 40,000	\$ 40,000	\$ 80,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 45,186	\$ 45,187	\$ 90,373
KidVantage	2	\$ 3,150	\$ 3,465	\$ 6,615	\$ 3,540	\$ 3,715	\$ 7,255	\$ 3,540	\$ 3,715	\$ 7,255
The Trail Youth	2	\$ 21,000	\$ 21,000	\$ 42,000	\$ 30,000	\$ 30,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 60,000
Mamma's Hands	3	\$ 12,000	\$ 15,000	\$ 27,000	\$ 15,000	\$ 15,000	\$ 30,000	\$ 15,000	\$ 15,000	\$ 30,000
CarePoint Clinic	4	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000
Friends of Youth	4	\$ 30,000	\$ 30,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 60,000
Mt. Si Senior Center	4	\$ 32,665	\$ 32,665	\$ 65,330	\$ 45,000	\$ 45,000	\$ 90,000	\$ 45,000	\$ 45,000	\$ 90,000
Si View Community Foundation	4	\$ 1,500	\$ 1,500	\$ 3,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 2,500	\$ 2,500	\$ 5,000
Total		\$ 290,315	\$ 298,630	\$ 588,945	\$ 376,040	\$ 376,215	\$ 752,255	\$ 356,412	\$ 356,588	\$ 713,000

2023-2024 Plus Inflationary Increase \$ 633,000
 Plus \$80,000 Opioid Settlement Funds \$ 713,000
 2025-2026 Remaining \$ -

Funding Priority	2025 Recommendation	Percent of 2025 Budget	2026 Recommendation	Percent of 2026 Budget
Food to Eat and a Roof Overhead	\$115,186	32.32%	\$115,186	32.30%
Supporting and Preparing Youth for Success	\$138,726	38.92%	\$138,902	38.95%
A Safe Haven from Violence and Abuse	\$15,000	4.21%	\$15,000	4.21%
Physical and Mental Wellness; and Healthy Aging	\$87,500	24.55%	\$87,500	24.54%
	\$356,412	100.00%	\$356,588	100.00%

Attachment C - Option 3

Organization	Funding Priority	2023 Funding	2024 Funding	Total 2023-2024	2025 Request	2026 Request	Total Requests 2025-2026	2025 Recommendation	2026 Recommendation	Total Recommended 2025-2026
Acre of Diamonds	1			\$ -	\$ 10,000	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ -
Helping Hands Ministry	1	\$ 10,000	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reclaim (FKA Snoqualmie Valley Shelter Services)	1	\$ 30,000	\$ 30,000	\$ 60,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 100,000
Snoqualmie Valley Food Bank	1	\$ 50,000	\$ 50,000	\$ 100,000	\$ 60,000	\$ 60,000	\$ 120,000	\$ 60,000	\$ 60,000	\$ 120,000
Society of St. Vincent de Paul	1	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000
Empower Youth Network	2	\$ 45,000	\$ 50,000	\$ 95,000	\$ 60,000	\$ 60,000	\$ 120,000	\$ 60,000	\$ 60,000	\$ 120,000
Encompass Northwest	2	\$ 40,000	\$ 40,000	\$ 80,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 100,000
KidVantage	2	\$ 3,150	\$ 3,465	\$ 6,615	\$ 3,540	\$ 3,715	\$ 7,255	\$ 3,540	\$ 3,715	\$ 7,255
The Trail Youth	2	\$ 21,000	\$ 21,000	\$ 42,000	\$ 30,000	\$ 30,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 60,000
Mamma's Hands	3	\$ 12,000	\$ 15,000	\$ 27,000	\$ 15,000	\$ 15,000	\$ 30,000	\$ 15,000	\$ 15,000	\$ 30,000
CarePoint Clinic	4	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 20,000
Friends of Youth	4	\$ 30,000	\$ 30,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 60,000
Mt. Si Senior Center	4	\$ 32,665	\$ 32,665	\$ 65,330	\$ 45,000	\$ 45,000	\$ 90,000	\$ 45,000	\$ 45,000	\$ 90,000
Si View Community Foundation	4	\$ 1,500	\$ 1,500	\$ 3,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 2,500	\$ 2,500	\$ 5,000
Total		\$ 290,315	\$ 298,630	\$ 588,945	\$ 376,040	\$ 376,215	\$ 752,255	\$ 366,040	\$ 366,215	\$ 732,255

2023-2024 Plus Inflationary Increase \$ 633,000
 Plus \$19,255 to cover funding gap \$ 652,255
 Plus \$80,000 Opioid Settlement Funds \$ 732,255
 2025-2026 Remaining \$ -

Funding Priority	2025 Recommendation	Percent of 2025 Budget	2026 Recommendation	Percent of 2026 Budget
Food to Eat and a Roof Overhead	\$120,000	32.78%	\$120,000	32.77%
Supporting and Preparing Youth for Success	\$143,540	39.21%	\$143,715	39.24%
A Safe Haven from Violence and Abuse	\$15,000	4.10%	\$15,000	4.10%
Physical and Mental Wellness; and Healthy Aging	\$87,500	23.90%	\$87,500	23.89%

\$366,040 100.00% \$366,215 100.00%



2024 Legislative Priorities

Community center expansion: Requesting \$5M in state funding to help expand Snoqualmie’s community center and add a swimming pool. This will address over-capacity issues at our community center, provide an opportunity for all children in our city the chance to learn to swim, so they will be safe when recreating in our rivers, and provide health and wellness, senior, youth, and aquatics programs.

Property tax cap: Revise the property tax cap to tie it to inflation, up to 3%, and population growth factors, so that local elected officials can adjust the local property tax rate to better serve their communities. The current 1% cap has created a structural deficit in the city revenue and expenditure model, resulting in a reliance on regressive revenues and artificially restricting the use of property taxes to fund community needs.

Affordable housing: Expand REET authority for state and locals (HB 1628) to fund affordable housing.

Transportation: Ensure preservation of prior legislative appropriations funding for SR 18 widening project from Issaquah/Hobart Road to Deep Creek.

Public Safety:

Mental Health Specialist Funding: Our mental health specialist has had a positive impact on our communities. Requesting additional funding to continue this program providing co-response services supporting both Snoqualmie and North Bend police officers and Snoqualmie Fire Department.

Officer recruitment and retention: Additional funding tools and resources to support officer recruitment and retention, including but not limited to updating the Public Safety Sales Tax to allow an option to implement by councilmanic authority and providing greater flexibility on use of the funds.

Juvenile Access Law: Fix ESHB 1140: Positive intervention by addressing the juvenile access law. Need to provide more thought about when youth require lawyers to be present, otherwise it becomes mandatory to put them in the system.

Police pursuit: Further expand crimes eligible for pursuit to include auto theft and some property crimes.



CITY COUNCIL ROUNDTABLE MEETING, 6:00 PM
CITY COUNCIL REGULAR MEETING, 7:00 PM
Monday, September 23, 2024
Snoqualmie City Hall, 38624 SE River Street & Zoom

MAYOR & COUNCIL MEMBERS

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

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

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **813 0614 8787** and Password **1800110121** if prompted.
Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.
Press *6 to mute and unmute.

Join by Internet: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **813 0614 8787**; Enter Password **1800110121**
- 4) Please confirm that your audio works prior to participating.

ROUNDTABLE AGENDA, 6 PM

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

SPECIAL BUSINESS

1. Mayor's Proposed 2025-2026 Biennial Budget Review and Discussion.

ADJOURNMENT

REGULAR AGENDA, 7 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Public Hearings

Appointments

Presentations

Proclamations

2. **Proclamation 24-18:** Breast Cancer Awareness Month (October).
3. **Proclamation 24-19:** Fire Prevention Week (October 6-12).

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

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

CONSENT AGENDA

4. Approve the City Council Minutes dated September 3, September 4, and September 9, 2024.
5. Approve the Claims Report dated September 23, 2024.
6. **AB24-091:** Interlocal Agreement for Hazardous Materials Response.

ORDINANCES

COMMITTEE REPORTS

Public Safety Committee:

Community Development Committee:

Parks & Public Works Committee:

Finance & Administration Committee:

7. **AB24-087:** Second Amendment to the Agreement for Interim City Attorney Legal Services.

Proposed Action:

8. **AB24-092:** Pacific West Rail Foundation Museum Development Agreement and Public Use Covenant.

Proposed Action:

9. **AB24-094:** 2025-2026 Human Services Funding Recommendations.

Proposed Action:

Committee of the Whole:

REPORTS

10. Mayor's Report
11. Commission/Committee Liaison Reports

EXECUTIVE SESSION

ADJOURNMENT

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