



CITY OF SNOQUALMIE
CITY COUNCIL REGULAR HYBRID MEETING
Monday, October 09, 2023, at 7:00 PM
Snoqualmie City Hall, 38624 SE River Street & Zoom

MAYOR & COUNCIL MEMBERS

Mayor Katherine Ross

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

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

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

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CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Public Hearings

Appointments

Presentations

1. King County Fire Chief's Association Meritorious Award
2. Presentation of Police Awards

Proclamations

3. **AB23-120:** Fire Prevention Week Proclamation

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

CONSENT AGENDA

4. Approve the City Council Meeting Minutes dated September 25, 2023.
5. Approve the Claims Approval Report dated October 9, 2023.
6. **AB23-079:** Meadowbrook Farm Operations and Maintenance Services Agreement

ORDINANCES

- [7.](#) **AB23-023:** Amendments to SMC Chapter 3.10 Multifamily Property Tax Exemption. Second reading of Ordinance 1280.

Proposed Action: Move to adopt Ordinance 1280 repealing and replacing Chapter 3.10 of the Snoqualmie Municipal Code regarding the Multifamily Tax Exemption Program.

- [8.](#) **AB23-115:** Amendments to SMC Chapter 17 Accessory Dwelling Unit (ADU) Regulations. Second reading of Ordinance 1279.

Proposed Action: Move to adopt Ordinance 1279 amending the Snoqualmie Municipal Code pertaining to Accessory Dwelling Units (ADU).

COMMITTEE REPORTS

Public Safety Committee:

- [9.](#) **AB23-121:** Sunnyside Jail Interlocal Agreement

Proposed Action: Move to approve the Interlocal Agreement between the Cities of Sunnyside and Snoqualmie for Jail Services and authorize the Mayor to sign.

Community Development Committee:

- [10.](#) **AB23-118:** WIRE2023-0001: Wireless Communication Facilities Permit and Conditional Use Permit Deliberation and Decision

Proposed Action: Move to approve the application of DISH Wireless for a Wireless Communications Facilities Permit and Conditional Use Permit, and to adopt the findings, conclusions, and recommendations of the Hearing Examiner as those of the City Council.

Parks & Public Works Committee:

- [11.](#) **AB23-110:** Eagle Lake Water Reclamation Basin Improvements Amendment to RH2 Services Agreement

Proposed Action: Move to approve an amendment to the Eagle Lake Reclamation Basin Improvements services agreement with RH2 Engineering.

Finance & Administration Committee:

- [12.](#) **AB23-112:** Meadowbrook Farm Governance ILA

Proposed Action: Move to Adopt Resolution No. 1669 approving the Interlocal Agreement between Snoqualmie and North Bend for the Governance and Management of Meadowbrook Farm and authorizing the Mayor to sign.

Committee of the Whole:

REPORTS

13. Mayor's Report
14. Commission/Committee Liaison Reports
[15.](#) Department Reports for September 2023.

EXECUTIVE/CLOSED SESSIONS

16. Executive Session pursuant to RCW 42.30.110(1)(i)(ii) and/or (iii), to discuss with legal counsel:
(i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party; (ii) Litigation that the agency

reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or (iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency.

17. Executive Session pursuant to RCW 42.30.110 (a)(ii) to consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets.
18. Closed Session pursuant to RCW 42.30.140(4)(b) for the planning or adoption of a strategy or position to be taken during the course of any collective bargaining proceedings, or reviewing the proposals made in the negotiations or proceedings.

ADJOURNMENT



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-120
October 9, 2023
Proclamation

Item 3.

AGENDA BILL INFORMATION

TITLE:	AB23-120: Fire Prevention Week Proclamation 23-15	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Mayor proclaims October 8-14, 2023 as Fire Prevention Week in Snoqualmie.	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director/Peer	Mike Bailey	9/20/2023
	Finance	n/a	Click or tap to enter a date.
	Legal	n/a	Click or tap to enter a date.
	City Administrator	Mike Chambless	9/26/2023

DEPARTMENT:	Fire		
STAFF:	Mike Bailey, Interim Fire Chief		
COMMITTEE:	n/a	COMMITTEE DATE: n/a	
EXHIBITS:	1. Proclamation 23-15 Fire Prevention Week		

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

SUMMARY

INTRODUCTION

The City of Snoqualmie, Washington is committed to ensuring the safety and security of all those living and visiting Snoqualmie. Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at the greatest risk from fire. Each year the National Fire Protection Agency (NFPA) promotes fire safety nationally through Fire Prevention Week, traditionally held in October of each year.

LEGISLATIVE HISTORY

None

BACKGROUND

Annually, the Snoqualmie Fire Department partakes in Fire Prevention week as promoted by the NFPA. Activities include a proclamation by the Mayor, and social media outreach regarding actions citizens can take based around fire safety and preparedness. One large activity the department also takes on during the month

is the crews visit all the pre-kindergarten through 3rd grade school classrooms in the city to deliver a fire safety presentation.

ANALYSIS

None

BUDGET IMPACTS

None

NEXT STEPS

None

PROPOSED ACTION

Mayor proclaims October 8 - 14, 2023 as Fire Prevention Week in Snoqualmie.



Proclamation

WHEREAS, the city of Snoqualmie, Washington is committed to ensuring the safety and security of all those living in and visiting Snoqualmie; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,285 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 388,500 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States accounting for almost half (49%) of all U.S. home fire; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS the 2023 Fire Prevention Week™ theme, “Cooking safety starts with YOU. Pay attention to fire prevention™,” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, I Katherine Ross, Mayor of the City of Snoqualmie, do hereby proclaim the week of October 8th-14th as

FIRE PREVENTION WEEK

theme, “Cooking safety starts with YOU. Pay attention to fire prevention™,” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires. I urge all the people of Snoqualmie to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of Snoqualmie’s Fire and Emergency Services.

APPROVED, this 9th day of October 2023.

Katherine Ross, Mayor
Proclamation No. 23-15





CITY COUNCIL ROUNDTABLE MEETING MINUTES CITY COUNCIL REGULAR MEETING MINUTES September 25, 2023

ROUNDTABLE MEETING

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

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

Mayor Katherine Ross, and Representatives Bill Ramos and Lisa Callan were also present.

City Staff Present: Mike Chambless, Interim City Administrator; Deana Dean, City Clerk; Brian Lynch, Interim Police Chief; Mike Bailey, Interim Fire Chief; L.T. Liebetrau, Police Evidence and Records Technician; Danna McCall, Communications Coordinator; and Andy Latham, IT Support.

AGENDA APPROVAL

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

Approve the agenda.

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

SPECIAL BUSINESS

1. **2024 Legislative Priorities Discussion.** Representative Lisa Callan introduced herself and the committees for which she serves and priorities she is working on during this biennial budget. Representative Bill Ramos introduced himself including speaking to the boundary changes in the valley, the committees for which he serves, and priorities he is working on. Discussion followed with both representatives answering Council questions. Topics covered included opportunities this session for finding appropriations, potential for increasing the property tax cap, public safety and funding, positive impacts related to behavioral health specialist, affordable housing and how to meet the workforce needs, changes at the legislative level regarding policing, Hwy 18 widening and Hwy 18 and I-90 interchange projects, transit service in Snoqualmie, Interim Chief Lynch spoke to law enforcement's inability to speak to juvenile suspects and suggested changes to the statute such as an age differential and/or putting the decision back to the parents. Final comments made by Representative Callan.

Roundtable meeting ended at 6:55 pm.

REGULAR MEETING

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

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

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, Interim City Administrator; David Linehan, Interim City Attorney; Deana Dean, City Clerk; Brian Lynch, Interim Police Chief; Mike Bailey, Interim Fire Chief; Michael Liebetrau, Police Records and Evidence Technician; Danna McCall, Communication Coordinator; Carson Hornsby, Management Analyst (remote); Jonathan Kesler, Senior Planner; and Andy Latham, IT Support.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

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

Approve the agenda.

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

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Public Hearings

2. **AB23-119:** Resolution No.1665 to Designate the Mill Site as a Residential Targeted Area for the Multi-Family Housing Property Tax Exemption (MFTE)

Public Hearing opened at 7:04 pm.

With no one wishing to speak, the Public Hearing closed at 7:05 pm.

Appointments

3. Swearing In Ceremony - Police Officer David Doucette. Interim Police Chief Brian Lynch introduced Police Officer David Doucette. The Mayor administered the Oath of Office.
4. **AB23-111:** Appointment to the Civil Service Commission. Summary read into the record by Mayor Ross. Gary and Jennifer Bragg were present and Gary thanked Council for allowing him to serve.

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

Appoint Gary Bragg to the Civil Service Commission.

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

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

Dori Ross of Fall City and Alicia Messa of North Bend, Historic Downtown Association President and Vice President, spoke to items they would like to change in downtown.

CONSENT AGENDA

5. Approve the City Council Meeting Minutes dated August 28, 2023.
6. Approve the Claims Approval Reports dated September 11, 2023 and September 25, 2023.
7. **AB23-113:** Resolution No.1666 Meadowbrook Farm Prairie Loop Trail Project
8. **AB23-116:** Resolution No.1667 Declaring Surplus Property and Authorizing the Sale of City Property
9. **AB23-117:** Resolution No.1668 Awarding the 2023 Sidewalk Repair & Replacement Project to RRJ Company LLC

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

Approve the consent agenda.

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

CM Mayhew inquired as to when work would be completed under AB23-117. Interim City Administrator Mike Chambless answered Council questions.

ORDINANCES

10. **AB23-023:** Amendments to SMC Chapter 3.10 Multifamily Property Tax Exemption. First reading of Ordinance 1280. First paragraph of the Introduction was read into the record by CM Johnson. This matter will be brought back at the October 9, 2023, City Council meeting for second reading and adoption.
11. **AB23-115:** Amendments to SMC Chapter 17 Accessory Dwelling Unit (ADU) Regulations. First reading of Ordinance 1279. Introduction read into the record by CM Johnson. Alicia Messa of North Bend commented on this item. This matter will be brought back at the October 9, 2023, City Council meeting for second reading and adoption.

COMMITTEE REPORTS

Public Safety Committee: No report.

12. **Fire Strategic Plan.** Discussion only. Interim Fire Chief Mike Bailey introduced and CM Christensen spoke to this item. Discussion followed.
13. **Fire Department 2023 Q2 Accreditation Report.** Information only.

Community Development Committee:

14. **AB23-119:** Resolution No.1665 to Designate the Mill Site as a Residential Targeted Area for the Multi-Family Housing Property Tax Exemption (MFTE). Summary and motion read into the record by CM Johnson.

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

Adopt Resolution No. 1665 to designate the Mill Site as a Residential Targeted Area for the Multi-Family Housing Property Tax Exemption (MFTE).

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

Parks & Public Works Committee: No report.

Finance & Administration Committee:

15. **AB23-104:** Council Priority Tracker. Discussion only. Interim City Administrator Mike Chambless introduced and CM Holloway spoke to this item. Each committee to work with the tool and have discussions on the priorities that apply to their committee. These will be brought back to Council to inform on what is going on in each of these areas. Council questions and comments followed.

16. **2023 Q2 Financial Report.** Information only.

Committee of the Whole: No report.

REPORTS

17. Mayor's Report:

- Finance & Administration Committee reviewed the Meadowbrook ILA and Maintenance Agreement. There will be minor changes which will be sent out tomorrow for Council review. It will be reviewed again at the next F&A meeting and then at the October 9th Council meeting. It was noted that North Bend's Council has approved both and we look forward to Council's input.
- Washington Transportation Committee meeting is on October 16, 2023 and we will hear whether they approve our application to turn over the Parkway to the State. If approved, it will go to the next legislative session for approval.
- The Community Survey launched recently and covers transportation, housing, recreation, education, and delivery of city services. Starting October 3rd, residents can go online and take the survey on the city website.
- Special thanks to the Arts Commission for their coordination with North Bend on the Arts Off the Rails event.

18. Commission/Committee Liaison and Regional Reports:

- CM Mayhew spoke to the King County Cities Climate Collaboration Committee.
- CM Holloway requested the totem pole and Welcome to Snoqualmie sign discussions be put on the next PPW Committee meeting agenda.
- CM Wotton provided updates on the Regional Law and Justice Committee, Snoqualmie Valley Housing Task Force, and Economic Development Commission.
- CM Christensen provided updates on King Conservation District, Snoqualmie YMCA, Sound Cities Association networking event, and noted when the next SCA PIC meeting would occur.

19. **Department Reports for August 2023.** Interim City Administrator Mike Chambless provided a review of the department reports.

EXECUTIVE/CLOSED SESSION

20. Executive Session pursuant to RCW 42.30.110(1)(i), to discuss (iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency lasting approximately 15 minutes.
21. Closed Session pursuant to RCW 42.30.140(4)(b) for the planning or adoption of a strategy or position to be taken during the course of any collective bargaining proceedings, or reviewing the proposals made in the negotiations or proceedings lasting approximately 30 minutes.

No action is anticipated following conclusion of the Executive or Closed Sessions.

At 8:06 pm, Council took a 5-minute recess and will reconvene at 8:11 pm in Executive Session.

Executive/Closed Sessions concluded at 9:54 pm.

ADJOURNMENT

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

Adjourn the meeting.

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

Meeting was adjourned at 9:54 pm.

CITY OF SNOQUALMIE

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk



Jerry Knutsen, Financial Service Manager
38624 SE River St. | PO Box 987
Snoqualmie, Washington 98065
(425) 888-1555 | jknutsen@snoqualmiewa.gov

To: City Council
Finance & Administration Committee

From: Jerry Knutsen, Financial Services Manager

Date: October 9th, 2023

Subject: CLAIMS REPORT
Approval of payments for the period: September 12, 2023 through September 26, 2023

BACKGROUND

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

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

ANALYSIS

All payments made during these periods were found to be valid claims against the city. 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 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](#)

[illegible]

PAYROLL (including Payroll Benefits)						
Batch ID Date		Warrants		ACH		PAYROLL TOTAL
		From #	Thru #	Amount	Qty Amount	
D9-2023	9/15/2023				70 \$ 131,445.00	\$ 131,445.00
						-
						-
						-
Grand Total						131,445.00

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

Jerry Knutson

Jerry Knutsen, Financial Operations Manager/Auditing Officer

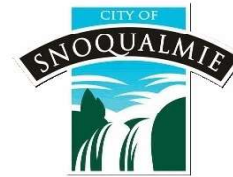
Date _____

13

Accounts Payable

Blanket Voucher Approval Document

User: ITreptow
 Printed: 09/12/2023 - 3:28PM
 Warrant Request Date: 9/12/2023
 DAC Fund:



#43

Batch: 00003.09.2023 - 9-12-23 Check Run

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$ 377,034.94
 for claims warrants numbered 62224 through 62295 & dated 9/12/2023.

Line	Claimant	Voucher No.	Amount
1	ALPINE COACHWORKS INC	000062225	617.89
2	ABSOLUTE GRAPHIX	000062224	117.55
3	AM TEST INC	000062226	640.00
4	AMAZON CAPITAL SERVICES	000062227	378.52
5	APSCO LLC	000062228	12,508.62
6	AWC (COBRA) - Employee Benefit Trust	000062229	1,919.58
7	BAINBRIDGE ASSOCIATES LLC	000062230	5,976.00
8	BYTE SPEED LLC	000062234	10,237.70
9	CALPORTLAND CO	000062235	1,368.92
10	CDW GOVT INC	000062237	1,284.27
11	CENTURYLINK PD	000062239	1,428.97
12	CENTURYLINK	000062238	3,481.04
13	CINTAS	000062241	1,476.40
14	CHINOOK LUMBER INC	000062240	221.67
15	CLARKS TOWING EAST	000062243	1,062.76
16	Cummins Sales and Service	000062245	5,337.09
17	Corporate Payment Systems	000062244	5,057.62
18	CITY OF SNOQUALMIE UB	000062242	101,028.05
19	CARMICHAELS TRUE VALUE HARDWARE	000062236	236.81
20	DC FARMS FORESTRY SERVICES LLC	000062246	2,595.21
21	Dean,Deana	000062247	818.19
22	DKB, Inc.	000062248	4,905.00
23	Equipment Sales Co., Inc.	000062249	413.82
24	EVERGREEN COURIER LLC	000062250	376.20
25	Evoqua Water Technologies LLC	000062251	7,898.82
26	Galls, LLC FD	000062252	257.46
27	Galls, LLC PD	000062253	555.35
28	GC Systems, Inc.	000062254	2,348.97
29	Girard Resources & Recycling, LLC	000062255	1,546.38
30	Grainger	000062256	489.75
31	Hayre McElroy & Associates, LLC	000062258	7,941.88
32	Holmes,Tom	000062261	492.39
33	Home Care Masters, LLC	000062262	3,082.72
34	Jenkins Pipeline Services LLC	000062263	9,093.50
35	KING COUNTY DIRECTORS ASSN PURCHASING CO	000062264	80,813.42
36	King County Finance	000062265	2,046.00
37	Lawson Products	000062267	25.48
38	LN Curtis & Sons	000062268	1,159.63
39	Macdonald-Miller	000062269	5,678.25
40	McMaster-Carr	000062271	875.87
41	Minuteman Press	000062272	104.08

Page Total: \$287,897.83

Line	Claimant	Voucher No.	Amount	Item 5.
42	Navia Benefit Solutions	000062274	434.00	
43	North Coast Electric Co.	000062276	2,481.78	
44	Otak, Inc.	000062277	165.50	
45	Parametrix	000062279	29,791.15	
46	Pacific Office Automation (OR)	000062278	1,302.73	
47	Polco	000062280	12,350.00	
48	RH2 Engineering, Inc.	000062281	6,704.53	
49	Robert Half	000062282	1,891.50	
50	South Correctional Entity	000062283	3,433.00	
51	Stericycle, Inc. (PD)	000062284	10.36	
52	Systems Design West, LLC	000062285	631.68	
53	Tenelco Inc.	000062286	2,567.91	
54	Herc Rentals Inc.	000062259	4,832.47	
55	Todd's Towing	000062287	343.35	
56	Naredi,Aditya and Garima	000062273	120.38	
57	Tuck,Angela	000062288	854.02	
58	Madeoy,Matt & Ruth	000062270	289.23	
59	Biorn,Cindy	000062232	413.35	
60	Barajas,Miguel	000062231	38.90	
61	Nelson,Zachary	000062275	246.75	
62	Bramlett,Jacqueline	000062233	2.50	
63	Wilson,Pete	000062294	64.32	
64	Holmberg,Brian	000062260	166.81	
65	Krishnaswamy,Raghunath	000062266	183.96	
66	Hartmann,Staci	000062257	283.79	
67	White,Ashley and Brad	000062293	414.36	
68	UNITED RENTALS (NORTH AMERICA) INC.	000062289	1,822.99	
69	Verizon Wireless (Central Svcs.)	000062290	12,862.83	
70	VWR International LLC	000062291	876.67	
71	Westlake Ace Hardware	000062292	614.36	
72	Xylem Dewatering Solutions, Inc.	000062295	2,941.93	
Page Total:			\$89,137.11	
Grand Total:			\$377,034.94	

Accounts Payable

Check Detail

User: ITreptow
Printed: 09/12/2023 - 3:43PM



Item 5.

Check Number	Check Date				Amount
ag - ABSOLUTE GRAPHIX Line Item Account					
62224	09/12/2023				
Inv	723619				
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>			
07/28/2023	Tall Navy Long Sleeve	001-09-014-522-20-31-050	117.55		
Inv 723619 Total					117.55
62224 Total:					117.55
ag - ABSOLUTE GRAPHIX Total:					117.55
aci 1 - ALPINE COACHWORKS INC Line Item Account					
62225	09/12/2023				
Inv	11974				
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>			
08/03/2023	Vehicle door pin, hinge and bushing repair	501-23-051-548-68-48-000	617.89		
Inv 11974 Total					617.89
62225 Total:					617.89
aci 1 - ALPINE COACHWORKS INC Total:					617.89
am test - AM TEST INC Line Item Account 402-20-040-535-85-41-000					
62226	09/12/2023				
Inv	134879				
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>			
07/31/2023	3rd party lab work	402-20-040-535-85-41-000	640.00		
Inv 134879 Total					640.00
62226 Total:					640.00
am test - AM TEST INC Total:					640.00
amazoncap - AMAZON CAPITAL SERVICES Line Item Account					
62227	09/12/2023				

Inv 134W-XFXC-9PN9

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2023	Pens and billing book	001-09-014-522-10-31-000	15.58
08/23/2023	Pens and billing book	001-09-014-522-10-31-040	148.76

Inv 134W-XFXC-9PN9 Total 164.34

Inv 19GD-W3VN-141K

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2023	Antenna & Pan	001-09-014-522-20-31-910	121.63

Inv 19GD-W3VN-141K Total 121.63

Inv 1FPH-Q4C4-LWHX

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2023	Pens and USB Port	001-09-014-522-20-31-910	43.84

Inv 1FPH-Q4C4-LWHX Total 43.84

Inv 1RPY-T4CC-LHX3

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2023	Shared general office supplies	402-20-040-535-80-31-000	16.71
08/25/2023	Shared general office supplies	401-18-037-534-81-31-000	16.00
08/25/2023	Shared general office supplies	001-16-035-542-30-31-000	16.00

Inv 1RPY-T4CC-LHX3 Total 48.71

62227 Total: 378.52

amazoncap - AMAZON CAPITAL SERVICES Total:

378.52

apSCO - APSCO LLC Line Item Account

62228 09/12/2023

Inv 23644

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/19/2023	Rental back up pump Ls L	402-20-040-535-80-45-200	6,806.25

Inv 23644 Total 6,806.25

Inv 23706

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2023	Repair parts for headworks	402-20-040-535-80-31-300	5,702.37

Inv 23706 Total 5,702.37

62228 Total: 12,508.62

apSCO - APSCO LLC Total:

12,508.62

awccobra - AWC (COBRA) - Employee Benefit Trust Line Item Account 001-06-007-514-23-22-200

62229 09/12/2023

Inv PP Sept-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2023	Cobra for Perry Phipps September coverage BSI #360074132	001-08-009-521-10-22-200	1,689.23
08/29/2023	Cobra for Perry Phipps September coverage BSI #360074132	014-08-012-521-10-22-200	230.35
Inv PP Sept-23 Total			1,919.58

62229 Total:

1,919.58**awccobra - AWC (COBRA) - Employee Benefit Trust Total:**

1,919.58**baina - BAINBRIDGE ASSOCIATES LLC Line Item Account**

62230 09/12/2023

Inv 1029

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/03/2023	Emergency call out for repair of equipment	402-20-040-535-80-48-000	1,739.30
Inv 1029 Total			1,739.30

Inv 1031

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/09/2023	Calibration & validation of sensors solids process	402-20-040-535-80-48-000	1,410.50
Inv 1031 Total			1,410.50

Inv 1039

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/03/2023	Calibration & validation of sensor	402-20-040-535-85-48-000	1,413.10
Inv 1039 Total			1,413.10

Inv 1041

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/03/2023	Calibration & validation of sensor	402-20-040-535-85-48-000	1,413.10
Inv 1041 Total			1,413.10

62230 Total:

5,976.00**baina - BAINBRIDGE ASSOCIATES LLC Total:**

5,976.00**UB*03113 - Barajas, Miguel Line Item Account**

62231 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	38.90

Inv Total	38.90
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62231 Total:	38.90
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UB*03113 - Barajas, Miguel Total:	38.90
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UB*03112 - Biorn, Cindy Line Item Account

62232 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	413.35

Inv Total	413.35
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62232 Total:	413.35
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UB*03112 - Biorn, Cindy Total:	413.35
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UB*03115 - Bramlett, Jacqueline Line Item Account

62233 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	2.50

Inv Total	2.50
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62233 Total:	2.50
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UB*03115 - Bramlett, Jacqueline Total:	2.50
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byte - BYTE SPEED LLC Line Item Account

62234 09/12/2023

Inv INV0165424

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/13/2023	Desktop Computer	502-11-022-594-18-64-100	5,913.27

Inv INV0165424 Total	5,913.27
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Inv INV0165602

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/20/2023	Desktop Computer	001-09-014-522-50-31-820	985.55

Inv INV0165602 Total	985.55
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Inv INV0165766

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/27/2023	Desktop Computer (Qty 2) USB Cables (Qty 2)	502-11-023-594-18-64-100	1,988.52

Inv INV0165766 Total 1,988.52

Inv INV0166077

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2023	Lenovo Laptop	001-09-014-522-20-31-912	1,350.36

Inv INV0166077 Total 1,350.36

62234 Total: 10,237.70

byte - BYTE SPEED LLC Total: 10,237.70

calportl - CALPORTLAND CO Line Item Account

62235 09/12/2023

Inv 95986837

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/21/2023	Gravel for yard	401-18-037-534-81-31-300	1,368.92

Inv 95986837 Total 1,368.92

62235 Total: 1,368.92

calportl - CALPORTLAND CO Total: 1,368.92

ctv - CARMICHAELS TRUE VALUE HARDWARE Line Item Account

62236 09/12/2023

Inv 8/25/23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2023	Bee killer, graffiti remover, trash bag	401-18-037-534-81-31-300	43.52
08/25/2023	Surge protector, ext cord, power strip	402-20-040-535-80-31-300	108.87

Inv 8/25/23 Total 152.39

Inv 8-25 FD

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2023	Tape, simple giren, Wrench and cable	001-09-014-522-20-31-910	84.42

Inv 8-25 FD Total 84.42

62236 Total: 236.81

ctv - CARMICHAELS TRUE VALUE HARDWARE Total: 236.81

cdwg - CDW GOVT INC Line Item Account

62237 09/12/2023

Inv KP46219

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/07/2023	UPS Replacment battery cartidge	502-11-021-518-88-48-860	659.38

Inv KP46219 Total 659.38

Inv LK21046

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/17/2023	Panasonic desktop port replicator	402-20-040-535-80-31-820	624.89

Inv LK21046 Total 624.89

62237 Total:

1,284.27

cdwg - CDW GOVT INC Total:

1,284.27

century - CENTURYLINK Line Item Account 511-25-054-518-50-42-000

62238 09/12/2023

Inv 478791-8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2023	Monthly Telephone service	502-11-020-518-88-42-000	179.68

Inv 478791-8-23 Total 179.68

Inv 568001-8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2023	Monthly Telephone service	502-11-020-518-88-42-000	654.92

Inv 568001-8-23 Total 654.92

Inv 570848-8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2023	Monthly Telephone service	502-11-020-518-88-42-000	89.46

Inv 570848-8-23 Total 89.46

Inv 571491-8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2023	Monthly Telephone service	502-11-020-518-88-42-000	604.30

Inv 571491-8-23 Total 604.30

Inv 573862-8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2023	Monthly Telephone service	502-11-020-518-88-42-000	234.50

Inv 573862-8-23 Total 234.50

Inv 573865-8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
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08/20/2023	Monthly Telephone service	502-11-020-518-88-42-000	1.35
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Inv 573865-8-23 Total			1.35
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Inv 576080-8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2023	Monthly Telephone service	502-11-020-518-88-42-000	203.84

Inv 576080-8-23 Total			203.84
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Inv 746240-8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2023	Monthly Telephone service	502-11-020-518-88-42-000	1,512.99

Inv 746240-8-23 Total			1,512.99
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62238 Total:			3,481.04
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century - CENTURYLINK Total:

3,481.04

CENLINK - CENTURYLINK PD Line Item Account

62239 09/12/2023

Inv 8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2023	PD Land Lines	502-11-020-518-88-42-000	1,428.97

Inv 8-23 Total			1,428.97
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62239 Total:			1,428.97
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CENLINK - CENTURYLINK PD Total:

1,428.97

cl - CHINOOK LUMBER INC Line Item Account

62240 09/12/2023

Inv 1955964

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/03/2023	Fasteners for bridge decks	310-12-601-594-76-63-000	73.89

Inv 1955964 Total			73.89
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Inv 1957799

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2023	Fasteners for bridge decks	310-12-601-594-76-63-000	147.78

Inv 1957799 Total			147.78
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62240 Total:			221.67
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cl - CHINOOK LUMBER INC Total:

221.67

cintas - CINTAS Line Item Account 511-25-054-518-50-31-000

62241 09/12/2023

Inv 5173279802

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2023	First aid cabinets City Hall, Police, PW	001-13-000-518-10-31-080	1,335.92

Inv 5173279802 Total 1,335.92

Inv 9233697805

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/01/2023	AED Rental	402-20-040-535-80-45-200	140.48

Inv 9233697805 Total 140.48

62241 Total:

1,476.40

cintas - CINTAS Total:

1,476.40

cos - CITY OF SNOQUALMIE UB Line Item Account

62242 09/12/2023

Inv COS UB 8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2023	Fire	001-09-014-522-50-47-300	818.42
09/07/2023	Parks	001-12-028-576-80-47-300	59,907.05
09/07/2023	Storm Water	403-22-050-531-30-47-300	6,808.31
09/07/2023	Streets	001-16-035-542-30-47-300	11,530.52
09/07/2023	Irrigation	401-19-039-539-35-47-300	365.74
09/07/2023	River Walk	001-13-000-518-20-47-300	228.24
09/07/2023	Streets	401-18-037-534-81-47-300	851.16
09/07/2023	Police	001-08-009-521-50-47-300	1,154.00
09/07/2023	Median Irrigation	001-16-035-542-70-47-300	247.60
09/07/2023	Central Services	510-24-053-518-20-47-100	6,011.71
09/07/2023	WWTP	402-20-040-535-80-47-300	13,105.30

Inv COS UB 8-23 Total 101,028.05

62242 Total:

101,028.05

cos - CITY OF SNOQUALMIE UB Total:

101,028.05

clarktow - CLARKS TOWING EAST Line Item Account

62243 09/12/2023

Inv 23-0823-132

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2023	Evidence impound - 2011 GMC Sierra	001-08-009-521-22-41-000	531.38

Inv 23-0823-132 Total 531.38

Inv 23-0823-137

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2023	Evidence impound - 2006 Ford Focus	001-08-009-521-22-41-000	531.38

Inv 23-0823-137 Total		531.38
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62243 Total:		1,062.76
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clarktow - CLARKS TOWING EAST Total:		1,062.76
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corppay - Corporate Payment Systems Line Item Account

62244 09/12/2023

Inv 7-23 DP

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/23/2023	Glow necklaces for red, white and boom (Split with Fire)	001-08-009-521-10-49-100	555.66
07/23/2023	Glow necklaces for red, white and boom (Split with Fire)	001-09-014-522-10-49-100	555.66
07/23/2023	Monthly fee - Officer search database	001-08-009-521-10-49-200	163.35
07/23/2023	Hotel - James Kaae handgun instructor course	014-08-012-521-40-43-000	658.40

Inv 7-23 DP Total		1,933.07
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Inv 8-23 DP

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2023	Vehicle items related to IT Purchase	001-08-009-521-22-31-820	534.49
08/23/2023	Vehicle items related to IT Purchase	014-08-012-521-22-31-820	534.49
08/23/2023	Monthly fee - Officer search database	001-08-009-521-10-49-200	196.02

Inv 8-23 DP Total		1,265.00
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Inv MB 8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2023	Trupanion pet insurance - Phoebe	001-09-014-522-10-41-000	122.90
08/23/2023	KC Fire Chief Assoc award - R. Angrisano (Guest)	001-09-014-522-10-49-900	65.00
08/23/2023	Starbucks Cheif chat	001-09-014-522-10-49-100	6.94
08/23/2023	Seattle Times subscription	001-09-014-522-10-49-200	539.50
08/23/2023	Amazon batteries	001-09-014-522-20-31-910	51.68
08/23/2023	KC Fire Chief Assoc award - R. Angrisano	001-09-014-522-45-43-000	65.00

Inv MB 8-23 Total		851.02
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Inv NW 8-23

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2023	Plein air paint out winning painting awards	012-13-115-573-20-31-910	650.00
08/23/2023	Meal for City staff working Movies & Music Event	001-28-065-573-90-31-900	50.03
08/23/2023	Summer employee BBQ	001-01-001-513-10-49-100	308.50

Inv NW 8-23 Total		1,008.53
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62244 Total:		5,057.62
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corppay - Corporate Payment Systems Total:

5,057.62

cnw - Cummins Sales and Service Line Item Account

62245 09/12/2023

Inv 01-96791

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/01/2023	Generator annual maintenance	402-20-040-535-80-48-000	5,337.09

Inv 01-96791 Total 5,337.09

62245 Total:

5,337.09

cnw - Cummins Sales and Service Total:

5,337.09

DC FARM - DC FARMS FORESTRY SERVICES LLC Line Item Account

62246 09/12/2023

Inv 208

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2023	Boom mower Winery Rd	401-18-037-534-81-48-000	2,595.21

Inv 208 Total 2,595.21

62246 Total:

2,595.21

DC FARM - DC FARMS FORESTRY SERVICES LLC Total:

2,595.21

ddcan - Dean, Deana Line Item Account

62247 09/12/2023

Inv REIMB D. DEAN

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2023	CA Recruitment & Interviews, meals, welcome bags and hotel	001-06-075-518-10-41-420	818.19

Inv REIMB D. DEAN Total 818.19

62247 Total:

818.19

ddcan - Dean, Deana Total:

818.19

DKB - DKB, Inc. Line Item Account

62248 09/12/2023

Inv 23036

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/14/2023	custom insulation wraps for new lift station	417-13-414-594-35-63-000	4,905.00

Inv 23036 Total 4,905.00

62248 Total: 4,905.00

DKB - DKB, Inc. Total: 4,905.00

esci - Equipment Sales Co., Inc. Line Item Account

62249 09/12/2023

Inv 26843

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/02/2023	Equipment vehicle lift repair, inspections, service	501-23-051-548-68-48-000	413.82

Inv 26843 Total 413.82

62249 Total: 413.82

esci - Equipment Sales Co., Inc. Total: 413.82

EverCour - EVERGREEN COURIER LLC Line Item Account

62250 09/12/2023

Inv 1a5aa881-0010

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/04/2023	Shipping lab samples	402-20-040-535-85-42-300	376.20

Inv 1a5aa881-0010 Total 376.20

62250 Total: 376.20

EverCour - EVERGREEN COURIER LLC Total: 376.20

evoqua - Evoqua Water Technologies LLC Line Item Account

62251 09/12/2023

Inv 905995442

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/25/2023	Anti corrosion and odor reducing chemicals	402-20-045-535-60-31-500	7,898.82

Inv 905995442 Total 7,898.82

62251 Total: 7,898.82

evoqua - Evoqua Water Technologies LLC Total: 7,898.82

gallsfd - Galls, LLC FD Line Item Account

62252 09/12/2023

Inv 025293379

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/07/2023	Womens Pants, belt, FF shirt	001-09-014-522-20-31-050	257.46

Inv 025293379 Total	257.46
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62252 Total:	257.46
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gallsfd - Galls, LLC FD Total:	257.46
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gallsllc - Galls, LLC PD Line Item Account

62253 09/12/2023

Inv 25373747

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/15/2023	D. Vladis - Jumpsuit with embriodery and patches	001-08-009-521-22-31-050	555.35

Inv 25373747 Total	555.35
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62253 Total:	555.35
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gallsllc - Galls, LLC PD Total:	555.35
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gcs - GC Systems, Inc. Line Item Account

62254 09/12/2023

Inv 5901

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/02/2023	Rebuild valve non pot system	402-20-040-535-80-48-000	2,348.97

Inv 5901 Total	2,348.97
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62254 Total:	2,348.97
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gcs - GC Systems, Inc. Total:	2,348.97
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girard - Girard Resources & Recycling, LLC Line Item Account

62255 09/12/2023

Inv 87327

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/10/2023	Gravel to level connex	401-18-037-534-81-41-000	1,546.38

Inv 87327 Total	1,546.38
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62255 Total:	1,546.38
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girard - Girard Resources & Recycling, LLC Total:	1,546.38
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grainger - Grainger Line Item Account

62256 09/12/2023

Inv 9757280350

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
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06/30/2023	Locker room in solids building racks	402-20-040-535-55-31-300	340.03
Inv 9757280350 Total			340.03
Inv 9775812325			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/20/2023	Breakroom supplies	402-20-040-535-80-31-000	149.72
Inv 9775812325 Total			149.72
62256 Total:			<hr/> 489.75
grainger - Grainger Total:			<hr/> 489.75
UB*03119 - Hartmann, Staci Line Item Account			
62257	09/12/2023		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	283.79
Inv Total			283.79
62257 Total:			<hr/> 283.79
UB*03119 - Hartmann, Staci Total:			<hr/> 283.79
hmalle - Hayre McElroy & Associates, LLC Line Item Account			
62258	09/12/2023		
Inv HMA-10550			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/18/2023	HMA inspection	310-17-500-595-30-63-000	7,941.88
Inv HMA-10550 Total			7,941.88
62258 Total:			<hr/> 7,941.88
hmalle - Hayre McElroy & Associates, LLC Total:			<hr/> 7,941.88
thc - Herc Rentals Inc. Line Item Account			
62259	09/12/2023		
Inv 33622470-004			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/28/2023	boom rental return	402-20-040-535-80-45-200	2,035.75
Inv 33622470-004 Total			2,035.75

Inv 33883598-001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/08/2023	Pump rental for stormpond maintenance	403-22-050-531-30-48-000	2,796.72

Inv 33883598-001 Total 2,796.72

62259 Total: 4,832.47

thc - Herc Rentals Inc. Total:

4,832.47

UB*03117 - Holmberg, Brian Line Item Account

62260 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	166.81

Inv Total 166.81

62260 Total: 166.81

UB*03117 - Holmberg, Brian Total:

166.81

holmt - Holmes, Tom Line Item Account

62261 09/12/2023

Inv REIMB. T. HOLME

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2023	2 pairs boots and 5 pairs pants Clothing allowance	402-20-040-535-80-23-100	492.39

Inv REIMB. T. HOLME Total 492.39

62261 Total: 492.39

holmt - Holmes, Tom Total:

492.39

homecare - Home Care Masters, LLC Line Item Account

62262 09/12/2023

Inv 7

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2023	Custodial services 8-1-23 to 8-31-23	510-24-053-518-50-48-200	3,082.72

Inv 7 Total 3,082.72

62262 Total: 3,082.72

homecare - Home Care Masters, LLC Total:

3,082.72

jenkinsp - Jenkins Pipeline Services LLC Line Item Account

62263 09/12/2023

Inv 27075

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2023	Collections cleaning	402-20-045-535-60-48-801	1,189.50

Inv 27075 Total			1,189.50
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Inv 27205

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/24/2023	Collections cleaning	402-20-045-535-60-48-801	2,795.00

Inv 27205 Total			2,795.00
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Inv 28022

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2023	Catch basin cleaning	403-22-050-531-35-48-000	2,805.00

Inv 28022 Total			2,805.00
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Inv 28522

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2023	Collections cleaning	402-20-045-535-60-48-801	1,424.37

Inv 28522 Total			1,424.37
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Inv 57975

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/26/2023	Collections cleaning	402-20-045-535-60-48-801	879.63

Inv 57975 Total			879.63
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62263 Total:			9,093.50
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jenkinsp - Jenkins Pipeline Services LLC Total:

9,093.50

KCDA - KING COUNTY DIRECTORS ASSN PURCHASING COOP Line Item Account 511-25-054-518-50-31-000

62264 09/12/2023

Inv 300721702

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/13/2023	Playground equipment - Riverview Park	310-12-600-594-76-63-000	84,702.42
06/13/2023	Playground equipment - Riverview Park	310-12-600-594-76-63-000	-3,889.00

Inv 300721702 Total			80,813.42
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62264 Total:			80,813.42
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KCDA - KING COUNTY DIRECTORS ASSN PURCHASING COOP Total:

80,813.42

kcf 710 - King County Finance Line Item Account

62265 09/12/2023

Inv 11013805

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	Inet	502-11-020-518-88-42-200	1,023.00

Inv 11013805 Total	1,023.00
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Inv 11013846

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2023	Inet	502-11-020-518-88-42-200	1,023.00

Inv 11013846 Total	1,023.00
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62265 Total:	2,046.00
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kcf 710 - King County Finance Total:

2,046.00

UB*03118 - Krishnaswamy, Raghunath Line Item Account

62266 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	183.96

Inv Total	183.96
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62266 Total:	183.96
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UB*03118 - Krishnaswamy, Raghunath Total:

183.96

lawsonpr - Lawson Products Line Item Account

62267 09/12/2023

Inv 9310830432

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2023	Pump cleaner	402-20-040-535-80-31-300	25.48

Inv 9310830432 Total	25.48
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62267 Total:	25.48
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lawsonpr - Lawson Products Total:

25.48

Incs - LN Curtis & Sons Line Item Account 001-09-014-522-20-31-050

62268 09/12/2023

Inv INV737239

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/17/2023	M. Sanchez - Salomon XA Forces patrol boots	014-08-012-521-22-31-050	226.85

Inv INV737239 Total	226.85
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Inv	INV737764
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<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/18/2023	Patches 4x5 (300) 2.5x3.5 (50)	014-08-012-521-22-31-050	466.39
08/18/2023	Patches 4x5 (300) 2.5x3.5 (50)	001-08-009-521-22-31-050	466.39

Inv INV737764 Total	932.78
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62268 Total:	1,159.63
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Incs - LN Curtis & Sons Total:	1,159.63
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macdmill - Macdonald-Miller Line Item Account

62269	09/12/2023
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Inv	svc269826
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<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/14/2023	A/C repair solids building	402-20-040-535-55-48-000	5,678.25

Inv svc269826 Total	5,678.25
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62269 Total:	5,678.25
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macdmill - Macdonald-Miller Total:	5,678.25
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UB*03111 - Madeoy, Matt & Ruth Line Item Account

62270	09/12/2023
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Inv	
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<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	001-00-000-213-10-00-000	0.31
09/12/2023	Refund Check	403-00-000-213-10-00-000	3.44
09/12/2023	Refund Check	001-00-000-213-10-00-000	0.43
09/12/2023	Refund Check	402-00-000-213-10-00-000	10.60
09/12/2023	Refund Check	401-00-000-213-10-00-000	273.50
09/12/2023	Refund Check	001-00-000-213-10-00-000	0.95

Inv Total	289.23
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62270 Total:	289.23
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UB*03111 - Madeoy, Matt & Ruth Total:	289.23
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mcmaster - McMaster-Carr Line Item Account

62271	09/12/2023
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Inv	12125772
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<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/04/2023	PLC Project	402-20-040-535-50-31-300	875.87

Inv 12125772 Total

875.87

62271 Total:

875.87

mcmaster - McMaster-Carr Total:

875.87

mp - Minuteman Press Line Item Account

62272 09/12/2023

Inv 91262

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2023	N. Schulgen - business cards	001-08-009-521-22-49-300	104.08

Inv 91262 Total

104.08

62272 Total:

104.08

mp - Minuteman Press Total:

104.08

UB*03107 - Naredi, Aditya and Garima Line Item Account

62273 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	120.38

Inv Total

120.38

62273 Total:

120.38

UB*03107 - Naredi, Aditya and Garima Total:

120.38

navia ap - Navia Benefit Solutions Line Item Account

62274 09/12/2023

Inv 10748778

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2023	FSA Admin Fees - Aug 2023	001-13-000-518-10-41-000	50.00

Inv 10748778 Total

50.00

Inv 10748779

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2023	HRA Monthly Admin Fees - Aug 2023	401-19-019-539-15-22-300	0.60
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-12-028-576-80-22-300	20.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	403-22-050-531-30-22-300	12.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	310-13-200-595-90-22-300	2.92
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-06-075-518-10-22-300	7.20
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-14-031-558-60-22-300	23.20
09/01/2023	HRA Monthly Admin Fees - Aug 2023	403-22-019-531-10-22-300	1.20
09/01/2023	HRA Monthly Admin Fees - Aug 2023	014-08-012-521-22-22-300	48.00

09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-16-019-542-90-22-300	2.80
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-04-004-515-31-22-300	12.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-12-019-576-80-22-300	0.80
09/01/2023	HRA Monthly Admin Fees - Aug 2023	401-18-037-534-81-22-300	10.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	501-23-019-548-61-22-300	0.40
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-28-056-571-20-22-300	2.80
09/01/2023	HRA Monthly Admin Fees - Aug 2023	014-08-012-521-10-22-300	4.96
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-08-009-521-10-22-300	15.04
09/01/2023	HRA Monthly Admin Fees - Aug 2023	510-24-019-518-20-22-300	0.10
09/01/2023	HRA Monthly Admin Fees - Aug 2023	502-11-020-518-88-22-300	32.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-08-009-521-22-22-300	39.60
09/01/2023	HRA Monthly Admin Fees - Aug 2023	417-13-200-594-35-22-300	5.20
09/01/2023	HRA Monthly Admin Fees - Aug 2023	401-19-039-539-35-22-300	6.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-08-009-521-31-22-300	4.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-08-009-521-21-22-300	4.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	402-20-040-535-80-22-300	20.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-01-001-513-10-22-300	12.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-09-014-522-20-22-300	0.40
09/01/2023	HRA Monthly Admin Fees - Aug 2023	510-24-053-518-20-22-300	6.10
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-15-034-558-50-22-300	10.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	417-13-200-594-34-22-300	5.20
09/01/2023	HRA Monthly Admin Fees - Aug 2023	403-22-030-531-90-22-300	8.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	401-18-019-534-10-22-300	1.40
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-06-007-514-23-22-300	32.80
09/01/2023	HRA Monthly Admin Fees - Aug 2023	417-13-200-594-31-22-300	2.60
09/01/2023	HRA Monthly Admin Fees - Aug 2023	310-13-200-594-76-22-300	2.96
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-16-035-542-30-22-300	6.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	310-13-200-594-18-22-300	2.12
09/01/2023	HRA Monthly Admin Fees - Aug 2023	501-23-051-548-68-22-300	6.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	402-20-019-535-10-22-300	1.60
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-07-008-557-20-22-300	8.00
09/01/2023	HRA Monthly Admin Fees - Aug 2023	001-05-005-514-20-22-300	4.00

Inv 10748779 Total 384.00

62274 Total: 434.00

navia ap - Navia Benefit Solutions Total: 434.00

UB*03114 - Nelson, Zachary Line Item Account

62275 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	246.75

Inv Total 246.75

62275 Total: 246.75

UB*03114 - Nelson, Zachary Total: 246.75

ncec - North Coast Electric Co. Line Item Account

62276 09/12/2023

Inv s012403896.005

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2023	PLC upgrades project	402-20-040-535-50-31-300	2,345.12

Inv s012403896.005 Total 2,345.12

Inv s012723283.001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	Finance charge for late payment	402-20-040-535-50-31-300	136.66

Inv s012723283.001 Total 136.66

62276 Total: 2,481.78

ncec - North Coast Electric Co. Total:

2,481.78

otak - Otak, Inc. Line Item Account 130-14-032-558-60-41-080

62277 09/12/2023

Inv 82300433

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/24/2023	Professional services ending 7/7/2023	310-13-701-594-18-41-060	165.50

Inv 82300433 Total 165.50

62277 Total: 165.50

otak - Otak, Inc. Total:

165.50

poa-or - Pacific Office Automation (OR) Line Item Account

62278 09/12/2023

Inv 235228

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Copier image contract	502-11-020-518-88-45-200	565.85

Inv 235228 Total 565.85

Inv 304388

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/27/2023	MICR Toner -Finance	001-06-007-514-23-31-000	350.66

Inv 304388 Total 350.66

Inv 306676

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/28/2023	Copier Image contract	502-11-020-518-88-45-200	386.22

Inv 306676 Total 386.22

62278 Total: 1,302.73

poa-or - Pacific Office Automation (OR) Total: 1,302.73

paramet - Parametrix Line Item Account

62279 09/12/2023

Inv 47693

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/17/2023	Professional services ending July 31, 2023	310-17-511-595-61-41-060	29,791.15

Inv 47693 Total 29,791.15

62279 Total: 29,791.15

paramet - Parametrix Total: 29,791.15

Polco - Polco Line Item Account

62280 09/12/2023

Inv 1059

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/01/2023	50% payment for community survey contract	001-07-008-557-20-41-100	12,350.00

Inv 1059 Total 12,350.00

62280 Total: 12,350.00

Polco - Polco Total: 12,350.00

rh2 - RH2 Engineering, Inc. Line Item Account

62281 09/12/2023

Inv 91910

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2023	on call operational support	402-20-019-535-10-41-000	6,704.53

Inv 91910 Total 6,704.53

62281 Total: 6,704.53

rh2 - RH2 Engineering, Inc. Total: 6,704.53

roberth - Robert Half Line Item Account

62282 09/12/2023

Inv 62480308

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2023	Contractor - Gen Finance week ending 8/25/23 (36.31 Hrs)	001-06-007-514-23-41-190	1,815.50
08/29/2023	Contractor - Munis ERP - week ending 8/25/23 (1.52 hrs)	502-11-023-594-18-41-190	76.00

Inv 62480308 Total 1,891.50

62282 Total: 1,891.50

roberth - Robert Half Total: 1,891.50

score - South Correctional Entity Line Item Account 001-08-009-523-60-41-504

62283 09/12/2023

Inv 7162

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2023	Police/Snoqualmie Jail services July 2023	001-08-009-523-60-41-504	3,433.00

Inv 7162 Total 3,433.00

62283 Total: 3,433.00

score - South Correctional Entity Total: 3,433.00

stericyc - Stericycle, Inc. (PD) Line Item Account 001-08-009-521-22-41-000

62284 09/12/2023

Inv 3006571812

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2023	On-call monthly service charge - Sharps/hazmat disposal	001-08-009-521-22-41-000	10.36

Inv 3006571812 Total 10.36

62284 Total: 10.36

stericyc - Stericycle, Inc. (PD) Total: 10.36

sysdesig - Systems Design West, LLC Line Item Account 001-09-014-522-70-41-090

62285 09/12/2023

Inv 20231660

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2023	EMS Billing July	001-09-014-522-70-41-090	631.68

Inv 20231660 Total 631.68

62285 Total: 631.68

sysdesig - Systems Design West, LLC Total: 631.68

tenelco - Tenelco Inc. Line Item Account

62286 09/12/2023

Inv 88749

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/12/2023	BUF haul and apply	402-20-040-535-55-48-000	2,567.91
Inv 88749 Total			2,567.91

62286 Total:	2,567.91
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tenelco - Tenelco Inc. Total:	2,567.91
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toddstow - Todd's Towing Line Item Account

62287 09/12/2023

Inv 44777

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/18/2023	Evidence impound - 2002 Ford F-350	014-08-012-521-22-41-000	343.35
Inv 44777 Total			343.35

62287 Total:	343.35
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toddstow - Todd's Towing Total:	343.35
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UB*03110 - Tuck, Angela Line Item Account

62288 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	854.02
Inv Total			854.02

62288 Total:	854.02
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UB*03110 - Tuck, Angela Total:	854.02
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urnw - UNITED RENTALS (NORTH AMERICA) INC. Line Item Account

62289 09/12/2023

Inv 222430869-001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/28/2023	Boom rental	402-20-040-535-80-45-200	1,822.99
Inv 222430869-001 Total			1,822.99

62289 Total:	1,822.99
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urnw - UNITED RENTALS (NORTH AMERICA) INC. Total:	1,822.99
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verizcs - Verizon Wireless (Central Srvc.) Line Item Account 511-25-054-518-50-42-010

62290 09/12/2023

Inv 9939794176

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/16/2023	Monthly Cellular telephone service	502-11-020-518-88-42-010	6,256.17

Inv 9939794176 Total	6,256.17
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Inv 9940337242

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/23/2023	SCADA M2M com service	402-20-040-535-50-48-000	378.78

Inv 9940337242 Total	378.78
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Inv 9942184774

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/16/2023	Monthly Cellular telephone service	502-11-020-518-88-42-010	6,227.88

Inv 9942184774 Total	6,227.88
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62290 Total:	12,862.83
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verizcs - Verizon Wireless (Central Srvc.) Total:

12,862.83

vwr - VWR International LLC Line Item Account

62291 09/12/2023

Inv 8813685761

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/07/2023	Hand soap	402-20-040-535-85-31-510	369.07

Inv 8813685761 Total	369.07
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Inv 8813717195

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/10/2023	Dish soap	402-20-040-535-85-31-510	507.60

Inv 8813717195 Total	507.60
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62291 Total:	876.67
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vwr - VWR International LLC Total:

876.67

wlace - Westlake Ace Hardware Line Item Account

62292 09/12/2023

Inv 15309672

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2023	Fence repair tools	403-22-030-531-90-31-300	58.84

Inv 15309672 Total	58.84
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Inv 15309680

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2023	Chainsaw premixed fuel	403-22-030-531-90-31-300	46.82

Inv 15309680 Total	46.82
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Inv 15309696

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/10/2023	Chainsaw premixed fuel	403-22-030-531-90-31-300	260.41

Inv 15309696 Total	260.41
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Inv 15309731

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/14/2023	Marking supplies/hornet spray	403-22-030-531-90-31-300	169.89

Inv 15309731 Total	169.89
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Inv 15309742

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/15/2023	Paint, hornet killer, twine	001-12-028-576-80-31-300	78.40

Inv 15309742 Total	78.40
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62292 Total:	614.36
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wlace - Westlake Ace Hardware Total:

614.36

UB*03120 - White, Ashley and Brad Line Item Account

62293 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	414.36

Inv Total	414.36
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62293 Total:	414.36
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UB*03120 - White, Ashley and Brad Total:

414.36

UB*03116 - Wilson, Pete Line Item Account

62294 09/12/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2023	Refund Check	401-00-000-213-10-00-000	64.32

Inv Total	64.32
-----------	-------

62294 Total:

64.32

UB*03116 - Wilson, Pete Total:

64.32

xylem - Xylem Dewatering Solutions, Inc. Line Item Account

62295

09/12/2023

Inv

401272627

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/14/2023	Piping for back up pump PS L	402-20-040-535-80-45-200	2,941.93

Inv 401272627 Total

2,941.93

62295 Total:

2,941.93

xylem - Xylem Dewatering Solutions, Inc. Total:

2,941.93

Total:

377,034.94

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$4,546.24

For claims warrants numbered 80000 through 80000 & dated 9/19/2023

#44

VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE #	FULL DESC	INVOICE DATE	CHECK DATE
LEVEL3	502.11.020.51888.542000.	Telephone Service	2023	9	INV	Paid	2,273.12	80000	648182596	Monthly telephone service	7/1/2023	9/19/2023
LEVEL3	502.11.020.51888.542000.	Telephone Service	2023	9	INV	Paid	2,273.12	80000	652169087	Monthly bill for telephone service	8/1/2023	9/19/2023

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$50,180.99

For claims warrants numbered 80001 through 80002 & dated 9/25/2023

#45

VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE #	FULL DESC	INVOICE DATE	CHECK DATE
MADRONA	001.05.005.51420.541000.	Professional Svcs - General	2023	9	INV	Paid	1,420.50	80002	12165	Outside Legal Services & PRR Services	9/12/2023	9/25/2023
MADRONA	001.05.005.51420.541000.	Professional Svcs - General	2023	9	INV	Paid	973.50	80002	12094	Outside legal services & PRR Services	8/7/2023	9/25/2023
MADRONA	001.04.004.51541.541100.	Legal Services	2023	9	INV	Paid	17,427.50	80002	12165	Outside Legal Services & PRR Services	9/12/2023	9/25/2023
MADRONA	001.04.004.51541.541100.	Legal Services	2023	9	INV	Paid	24,441.50	80002	12094	Outside legal services & PRR Services	8/7/2023	9/25/2023
GIRARD	001.16.035.54267.548000.	Repair & Maintenance Services	2023	9	INV	Paid	1,712.00	80001	89218	Tipping & waste pick up	6/30/2023	9/25/2023
GIRARD	001.16.035.54267.548000.	Repair & Maintenance Services	2023	9	INV	Paid	1,670.00	80001	86962	Street Sweeper	3/24/2023	9/25/2023
GIRARD	403.22.050.53130.531300.	Repair & Maintenance Supplies	2023	9	INV	Paid	48.46	80001	86960	Drain rock	3/24/2023	9/25/2023
GIRARD	403.22.050.53130.531300.	Repair & Maintenance Supplies	2023	9	INV	Paid	375.00	80001	87297	Soil/till disposal from Autumn Ave Perc. testing	3/31/2023	9/25/2023
GIRARD	403.22.050.53145.548000.	Repair & Maintenance Services	2023	9	INV	Paid	234.00	80001	88907	Storm pond debris disposal	6/20/2023	9/25/2023
GIRARD	403.22.050.53145.548000.	Repair & Maintenance Services	2023	9	INV	Paid	130.50	80001	89839	Debris disposal from storm pond access	7/31/2023	9/25/2023
GIRARD	403.22.030.53190.531300.	Repair & Maintenance Supplies	2023	9	INV	Paid	86.03	80001	87464	Soil for Arbor day planting	4/14/2023	9/25/2023
GIRARD	403.22.030.53190.531300.	Repair & Maintenance Supplies	2023	9	INV	Paid	70.24	80001	87871	Arbor Day mulch	4/28/2023	9/25/2023
GIRARD	403.22.030.53190.531300.	Repair & Maintenance Supplies	2023	9	INV	Paid	70.24	80001	88089	Mulch for downtown tree islands	5/12/2023	9/25/2023
GIRARD	403.22.030.53190.531300.	Repair & Maintenance Supplies	2023	9	INV	Paid	23.41	80001	88413	Mulch for downtown tree islands	5/26/2023	9/25/2023
GIRARD	403.22.030.53190.531300.	Repair & Maintenance Supplies	2023	9	INV	Paid	280.96	80001	89311	Mulch for elderberry/carmichael	7/13/2023	9/25/2023
GIRARD	403.22.030.53190.548000.	Repair & Maintenance Services	2023	9	INV	Paid	234.00	80001	87534	Sod disposal - Arbor Day planting prep	4/19/2023	9/25/2023
GIRARD	403.22.030.53190.548000.	Repair & Maintenance Services	2023	9	INV	Paid	234.00	80001	87773	Sod disposal from downtown tree planting	4/27/2023	9/25/2023
GIRARD	403.22.030.53190.548000.	Repair & Maintenance Services	2023	9	INV	Paid	515.15	80001	87774	Sod/soil disposal for Arbor Day plantings	4/27/2023	9/25/2023
GIRARD	403.22.030.53190.548000.	Repair & Maintenance Services	2023	9	INV	Paid	234.00	80001	86378	Sod disposal - downtown tree planting	2/27/2023	9/25/2023



Payroll
Blanket Voucher Document

Claims presented to the City to be paid on 9/15/2023 in the amount of
which includes claim warrants numbered _____ - _____ through _____ - _____,
totaling \$ 0.00 _____, and direct deposits totaling \$ 131,445.00 _____.

Payroll

ACH Check Register

User: 'THolden'
 Printed: 09/14/2023 - 9:50AM
 Batch: 00001.09.2023 - 9-15-2023
 Include Partial: TRUE



Check Date	Check Number	Partial ACH	Employee Name	Amount
09/15/2023	0	False	Deana Dean	2,000.00
09/15/2023	0	False	Tania Holden	700.00
09/15/2023	0	False	Jimmie Betts Jr.	1,400.00
09/15/2023	0	False	Brendon Ecker	1,775.00
09/15/2023	0	False	Andrew Latham	1,700.00
09/15/2023	0	False	Sarah Reeder	3,050.00
09/15/2023	0	False	Andrew Jongekryg	1,750.00
09/15/2023	0	False	Christopher Miller	2,000.00
09/15/2023	0	False	Jennifer Ferguson	3,000.00
09/15/2023	0	False	Krista Hintz	1,000.00
09/15/2023	0	False	Debbie Kinsman	1,500.00
09/15/2023	0	False	Gerald Knutsen	400.00
09/15/2023	0	False	Kyla Henderson	2,000.00
09/15/2023	0	False	Janna Walker	2,700.00
09/15/2023	0	False	Tami Wood	1,500.00
09/15/2023	0	False	Danna McCall	3,000.00
09/15/2023	0	False	Brian Lynch	1,500.00
09/15/2023	0	False	Melinda Black	1,600.00
09/15/2023	0	False	Stephanie Butler	2,800.00
09/15/2023	0	False	Austin Gutwein	2,100.00
09/15/2023	0	False	Joseph Spears	2,350.00
09/15/2023	0	False	Drew Ward	2,300.00
09/15/2023	0	False	Michael Peter	2,200.00
09/15/2023	0	False	Pamela Mandery	2,000.00
09/15/2023	0	False	James Aguirre	2,500.00
09/15/2023	0	False	Michael Liebetrau	1,250.00
09/15/2023	0	False	Deanna Patterson	1,780.00
09/15/2023	0	False	Craig Miller	2,350.00
09/15/2023	0	False	Marcus Sanchez	2,800.00
09/15/2023	0	False	Joseph Meadows	2,700.00
09/15/2023	0	False	Cory Hendricks	2,400.00
09/15/2023	0	False	Nicholas Schulgen	2,050.00
09/15/2023	0	False	David Doucett	2,850.00
09/15/2023	0	False	Chase Smith	2,000.00
09/15/2023	0	False	Kim Stonebraker-Weiss	2,000.00
09/15/2023	0	False	James Kaee	2,000.00
09/15/2023	0	False	Jason Weiss	2,000.00
09/15/2023	0	False	Nigel Draveling	1,500.00
09/15/2023	0	False	Dmitriy Vladis	2,000.00
09/15/2023	0	False	Philip Bennett	1,440.00
09/15/2023	0	False	Jason Battles	1,800.00
09/15/2023	0	False	Neil MacVicar	1,700.00
09/15/2023	0	False	Ryan Barnett	1,775.00
09/15/2023	0	False	Michael Chambless	4,750.00
09/15/2023	0	False	Kevin Aspy	1,585.00
09/15/2023	0	False	Patrick Fry	2,900.00

09/15/2023	0	False	Andrew Vining	2,950.00
09/15/2023	0	False	Hind Ahmed	3,200.00
09/15/2023	0	False	Thomas Holmes	1,100.00
09/15/2023	0	False	Alec Bagley	1,900.00
09/15/2023	0	False	Joan Quade	1,150.00
09/15/2023	0	False	Ryan Dalziel	1,200.00
09/15/2023	0	False	Jason George	800.00
09/15/2023	0	False	Kevin Halbert	1,350.00
09/15/2023	0	False	Timothy Barrett	1,950.00
09/15/2023	0	False	Donald Harris	200.00
09/15/2023	0	False	Kevin Snyder	1,500.00
09/15/2023	0	False	Christopher Wilson	1,865.00
09/15/2023	0	False	Todd Shinn	1,000.00
09/15/2023	0	False	John Cooper	800.00
09/15/2023	0	False	Ilyse Treptow	950.00
09/15/2023	0	False	Jonathan Kesler	2,900.00
09/15/2023	0	False	Rebecca Buelna	1,200.00
09/15/2023	0	False	Dylan Gamble	1,875.00
09/15/2023	0	False	Michael Bailey	1,400.00
09/15/2023	0	False	Tylor Fischer	2,000.00
09/15/2023	0	False	Jacob Fouts	600.00
09/15/2023	0	False	Gregory Heath	2,200.00
09/15/2023	0	False	Matthew West	1,500.00
09/15/2023	0	False	Robert Lasswell	1,400.00
				0.00
				131,445.00
		Total Employees:	70	131,445.00

Claims Report

Final Audit Report

2023-09-28

Created:	2023-09-27
By:	Ilyse Treptow (itreptow@snoqualmiewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASOOZfs72QIwc_NJkxfv7S3Fh1oAODcui

"Claims Report" History



Document created by Ilyse Treptow (itreptow@snoqualmiewa.gov)

2023-09-27 - 9:47:30 PM GMT



Document emailed to Jerry Knutsen (JKnutsen@snoqualmiewa.gov) for signature

2023-09-27 - 9:48:03 PM GMT



Email viewed by Jerry Knutsen (JKnutsen@snoqualmiewa.gov)

2023-09-28 - 8:30:49 PM GMT



Document e-signed by Jerry Knutsen (JKnutsen@snoqualmiewa.gov)

Signature Date: 2023-09-28 - 9:07:36 PM GMT - Time Source: server



Agreement completed.

2023-09-28 - 9:07:36 PM GMT





BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-079
October 9, 2023
Committee Report

Item 6.

AGENDA BILL INFORMATION

TITLE:	AB23-079: Meadowbrook Farm Operations and Maintenance Services Agreement	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Adopt Resolution No. 1670 approving the Agreement between the Cities of North Bend and Snoqualmie and Si View Metropolitan Park District for Maintenance of Meadowbrook Farm and authorize the Mayor to sign.	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

REVIEW:	Department Director	Emily Arteche	10/3/2023
	Finance	Janna Walker	10/3/2023
	Legal	David Linehan	9/13/2023
	City Administrator	Mike Chambless	9/18/2023

DEPARTMENT:	Community Development		
	STAFF: Emily Arteche		
	COMMITTEE: Finance & Administration		COMMITTEE DATE: October 3, 2023
	EXHIBITS: 1. Resolution 2. Meadowbrook Farm Maintenance Agreement		

AMOUNT OF EXPENDITURE	\$ 23,041
AMOUNT BUDGETED	\$ 20,000
APPROPRIATION REQUESTED	\$ TBD

SUMMARY

INTRODUCTION

The purpose of this Agreement is to formalize the terms and conditions under which the Si View Metropolitan Park District (SVMPD) would provide day-to-day operations and maintenance of Meadowbrook Farm. The full scope of services to be provided by SVMPD is set forth in Section 4 of the attached Agreement, but include such services as grounds maintenance, building maintenance, scheduling for classes and event rentals, and identifying recommended updates to the Meadowbrook Farm Master Plan.

LEGISLATIVE HISTORY

Resolution 1227 approving a Meadowbrook Farm Master Plan.

BACKGROUND

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

and Conservation Office (“RCO”), and funding from other sources. As conditions of CFT and RCO grant funding, the Cities agreed to certain restrictions on the use of the property as open space land for passive recreational uses, among other restrictions. The 1998 Meadowbrook Farm Interlocal Agreement (ILA) between the two cities and the Meadowbrook Farm Preservation Association (MFPA, which was established to support the administration and management of Farm property) governed the management of the Farm property for 25 years, but recently expired on May 4, 2023.

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

ANALYSIS

The proposed Operations and Maintenance Agreement between the two cities and SVMPPD identifies the parties’ respective responsibilities. SVMPPD will be responsible for maintenance of buildings, grounds, fields, trails, and equipment; schedules for classes, camps, and event rentals; coordinating event operations in accordance with adopted rental policies and procedures; tracking revenue; invoicing; preparing a budget; preparing grant applications; engaging in communications; coordinating with the Meadowbrook Farm Preservation Association on docent services; and proposing updates to the Master Plan for the Farm. The two cities of Snoqualmie and North Bend would be responsible for adopting a budget; paying invoices submitted by SVMPPD for expenses that exceed revenues generated from Farm operations (but within budgeted limits); and approving funding for capital projects on a case-by-case basis.

The Agreement with SVMPPD would be valid through December 31, 2028, with provisions for automatic renew. Additional provisions regarding Farm operations are included in Exhibit C (detailed policies for rentals of the interpretive center facility) and Exhibit D (current fee schedule).

BUDGET IMPACTS

The prospective Meadowbrook Farm Operations and Maintenance Agreement states that Meadowbrook Farm budget projections will be provided by Si View Metropolitan Park District to the cities of Snoqualmie and North Bend, who will review and approve a budget of estimated revenues and expenses biennially. Each City will be responsible for approving a City budget that generally provides for half of the net loss. The contract provides an estimated budget based on 2022 expenditures, which indicates that the City should include budgetary appropriation of approximately \$23,041 annually. This amount will be finalized after the signing of the contract, when Si View Metropolitan Park District provides a biennial budget to the City.

The City included payments to support Meadowbrook Farm in the 2023-2024 Biennial Budget for a total of \$20,000 in the General Fund (#001). Currently, the City has spent \$2,500 of these funds, with \$7,500 planned support toward Meadowbrook Farm operations during 2023. If this agreement is approved, the Administration could potentially bring forth a budget amendment after Meadowbrook Farm’s budget is submitted by Si View Metropolitan Park District. The following table shows the estimated appropriation required based on the terms of the contract.

Meadowbrook Farm Maintenance Contract

2023-2024 Biennial Budget		
Beginning Budget	\$	20,000
Expenditures	\$	(2,500)
Outstanding Contract Value	\$	(7,500)
Current Available Budget	\$	10,000
Estimated Value of this Agreement	\$	(23,041)
Available Budget after Agreement	\$	(13,041)

NEXT STEPS

Recommend adoption of Resolution No. 1670 for a Meadowbrook Farm Operations and Maintenance Services Agreement and authorize the Mayor to sign the agreement at the upcoming Council meeting on October 9, 2023.

PROPOSED ACTION

Move to adopt Resolution No. 1670 approving the Agreement for Operations and Maintenance of Meadowbrook Farm and authorize the Mayor to sign.

RESOLUTION NO. 1670**A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON, APPROVING AN AGREEMENT WITH THE CITY OF NORTH BEND AND THE SI VIEW METROPOLITAN PARK DISTRICT FOR OPERATIONS AND MAINTENANCE OF MEADOWBROOK FARM.**

WHEREAS, the City of Snoqualmie is a noncharter code City operating under Title 35A of the Revised Code of Washington; and

WHEREAS, under RCW 35A.11.020 the Snoqualmie City Council has been granted “all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law”; and

WHEREAS, “by way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition. . .[of] real property of all kinds,” and to provide “local social, cultural, [or] recreational” services; and

WHEREAS, the City of Snoqualmie and the City of North Bend are joint owners of real property commonly known as Meadowbrook Farm; and

WHEREAS, the City of Snoqualmie and the City of North Bend (collectively, “the Cities”) wish to contract with the Si View Metropolitan Park District (“the District”) to provide day-to-day operations and maintenance services for Meadowbrook Farm, as more particularly described in the Agreement for Operations and Maintenance of Meadowbrook Farm, attached hereto as Exhibit 1; and

WHEREAS, the District is willing and able to provide the desired services to the Cities on the terms and conditions set forth in the Agreement for Operations and Maintenance of Meadowbrook Farm attached hereto as Exhibit 1;

NOW, THEREFORE, the City Council of the City of Snoqualmie, Washington, does hereby resolve to approve the Agreement for Operations and Maintenance of Meadowbrook Farm, by and between the Cities of Snoqualmie and North Bend and the Si View Metropolitan Park District, substantially in the form attached hereto as Exhibit 1, and hereby authorizes the Mayor to sign the same.

PASSED by the City Council of the City of Snoqualmie, Washington, this 9th day of October 2023.

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk

Approved as to form:

David Linehan, City Attorney

AGREEMENT FOR OPERATIONS AND MAINTENANCE OF MEADOWBROOK FARM

This Agreement for Operations and Maintenance of Meadowbrook Farm Agreement (“Agreement”) is entered into by and between the City of North Bend (“North Bend”), a Washington municipal corporation, the City of Snoqualmie (“Snoqualmie”), a Washington municipal corporation, collectively as the “Contracting Agencies,” and the Si View Metropolitan Park District (“District”), a municipal corporation. The parties to this Agreement are hereinafter referred to collectively as the “Parties.”

WHEREAS, the Contracting Agencies intend to become parties to a future Interlocal Agreement (“ILA”) for the funding, management, and preservation of Meadowbrook Farm; and

WHEREAS, the Contracting Agencies wish to enter into this Agreement with the District for the District’s day-to-day operation and maintenance of Meadowbrook Farm including but not limited to maintenance of buildings and grounds; coordination of schedules for classes, camps, and events; operation and coordination of event rentals; coordination of grant writing; implementation of and coordination of updates to the Meadowbrook Farm Master Plan; and construction of improvements consistent with the Meadowbrook Farm Master Plan;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties hereto agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to formalize the terms and conditions under which the District shall provide day-to-day operations and maintenance of Meadowbrook Farm (hereafter “Farm”) including but not limited to the services listed in Section 4 of this Agreement.

2. PROPERTY SUBJECT TO THIS AGREEMENT

The Contracting Agencies are fee simple owners of the Farm as tenants-in-common. The Farm’s legal description is attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein. A depiction of the Farm boundaries is also set forth in Exhibit A.

3. DURATION AND MODIFICATION

3.1 Duration. This Agreement shall be effective on the later of August 1, 2023, or the date of the latest signature below and shall continue in effect until 11:59 p.m. on December 31, 2028. Thereafter, this Agreement shall automatically renew for an additional one-year term (“Renewal Term”). Any Party may elect to terminate this Agreement on sixty (60) days’ written notice of termination to the other Parties, given in accordance with Sections 12 and 16. Additionally, the Parties may jointly agree to terminate this Agreement at any time.

- 3.2 Modification. This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing and agreed upon and signed by each Party.

4. DISTRICT RESPONSIBILITIES

The District shall be responsible for the day-to-day maintenance, operation, and management of the Farm which shall include the following activities:

- 4.1 Managing the day-to-day operations of the Farm, including maintenance of buildings, grounds, fields, trails, and maintenance equipment consistent with the Level(s) of Service as set forth in Exhibit B.
- 4.2 Coordinating schedules for classes, camps, and events, with scheduling priority given for educational and public-benefit activities and events over private events.
- 4.3 Coordinating operation of event rentals, including field rentals and Interpretive Center rentals, in accordance with the rental policies and procedures set forth in Exhibit C.
- 4.4 Tracking revenue generated from rentals and fees and reporting same to the Contracting Agencies on a regular basis but no less frequently than quarterly. Quarterly reports shall additionally include the following information: (a) profit and loss statements reflecting actual revenues and expenses and comparisons against budget; (b) the number of events for which the facilities were rented out during the previous quarter and the types of users who rented the facilities; and (c) a summary of any incidents that the District knows or has reason to believe might lead to a claim against one or both of the Contracting Agencies for personal injury or property damage.
- 4.5 Invoicing the Contracting Agencies no less frequently than quarterly for net losses (defined as expenses that exceed the revenue generated pursuant to Section 4.4 herein), but that do not exceed the biennial budget for operations and maintenance established by each Contracting Agency. Each Contracting Agency shall be financially responsible for one-half (1/2) of the net loss upon receipt of the periodic invoice.
 - 4.5.1 The invoicing process described herein will begin upon approval of a 2024 budget.
- 4.6 Preparing an annual budget report and request to the Contracting Agencies' Governing Bodies, which shall identify accomplishments, challenges, and expenditures for the year and present a projected budget for the following year as necessary to maintain Level(s) of Service as set forth in Exhibit B and for any additional proposed capital projects. Projected expenditure and budgets shall

include all operating expenses for the Farm, including utilities and appropriate levels of first-party property insurance and third-party liability insurance.

- 4.7 Preparing grant applications and coordinating any capital projects approved by the Contracting Agencies' Governing Bodies consistent with the approved Meadowbrook Farm Master Plan, as amended from time to time, and Capital Improvement Plan.
- 4.8 Engaging in communications and marketing activities concerning the Farm.
- 4.9 Coordinating with the Meadowbrook Farm Preservation Association (the "Association") with regard to docent/interpretive/educational services and other related activities provided by the Association.
- 4.10 Managing updates to the Meadowbrook Farm Master Plan for presentation to and approval by the Contracting Agencies' Governing Bodies.
- 4.11 The Contracting Agencies reserve the right to periodically inspect the work and ensure performance of required duties by the District under this Agreement.

5. CONTRACTING AGENCIES' RESPONSIBILITIES

The Contracting Agencies shall be responsible for the following activities:

- 5.1 Budget Adoption. Each of the Contracting Agencies shall biennially review and approve the Meadowbrook Farm budget with respect to the management and maintenance of the Farm, pursuant to Section 4.6. Each Contracting Agency shall be responsible for obtaining annual budgetary approval from its Governing Body for one-half (1/2) of the total annual budgeted net losses.
 - 5.1.1 The Budget Adoption process described herein will begin in 2024.
- 5.2 Payment of District Invoices. The Contracting Agencies shall timely pay invoices submitted by the District pursuant to Section 4.5, Neither Contracting Agency shall be responsible for payment of invoices that exceed the amount set forth in each Contracting Agency's respective biennial budget.
- 5.3 Financial Participation in Capital Projects. The Contracting Agencies shall consider proposals from the District related to the completion of Capital Projects pursuant to Section 4.7 and shall provide capital project funding, if at all, on a case-by-case basis. If the District and the Contracting Agencies wish to participate in the joint funding and administration of capital projects, such joint funding shall be documented through a separate contract or agreement and shall not require the amendment of the Agreement herein.

6. INDEMNIFICATION

The Parties shall indemnify one another as follows:

- 6.1 Each Party to this Agreement agrees to protect, defend, and indemnify the other Parties, their officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from any other Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, officials, subcontractors, volunteers or agents.
- 6.2 Each Party agrees that its obligations under this Section 6 extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Parties, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Parties' employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 6.3 In the event any Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and substantially prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party/Parties.
- 6.4 The provisions of this Section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

7. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

8. PROPERTY

This Agreement does not provide for the acquisition, holding, or disposal of any real or personal property, and does not affect the terms or conditions of the Cities of North Bend and Snoqualmie's ownership of the Farm.

9. NO SEPARATE LEGAL ENTITY

This Agreement establishes a contractual agreement of the Parties for the Contracting Agencies to pay the District, a third party, to maintain the Contracting Agencies' jointly owned property and does not create a separate legal entity or administrative entity.

10. DISPUTE RESOLUTION

It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to engage in mediation before a mutually agreeable mediator, pursuant to chapter 7.07 RCW. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In the event mediation is not successful, the Parties agree to the exclusive jurisdiction of the Superior Court of King County, Washington for any lawsuit filed under this Section, and to enforce any judgment entered as a result of any such lawsuit.

11. INDEPENDENT CONTRACTOR

The District is an independent contractor with respect to the services provided under this Agreement. The District will be solely responsible for the acts and omissions of its employees, officials, contractors, agents, and volunteers. Nothing in this Agreement shall make any employee of the District the employee of any other Party or Parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of the District are acting as District employees, employees the City of Snoqualmie are acting as City of Snoqualmie employees, and employees of the City of North Bend are acting as City of North Bend employees.

12. NOTICES

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

City of North Bend:

Rob McFarland, Mayor
920 SE Cedar Falls Way
North Bend, WA 98045

City of Snoqualmie:

Katherine Ross, Mayor
38624 SE River St., PO Box 987
Snoqualmie, WA 98065

Si View Metropolitan Park District:

Susan Kelly, President of the Commission
PO Box 346
North Bend, WA 98045

13. PARTIAL INVALIDITY

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

14. ASSIGNABILITY

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

15. ENTIRE AGREEMENT

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

16. TERMINATION OF AGREEMENT

A party to this Agreement may terminate its participation in this Agreement upon written notice to the other Parties, so long as such notice is provided in accordance with Sections 4.1 and 13, above. In the event of termination for the District's nonperformance of its obligations under this Agreement, all right, title, and interest in Farm assets and revenues from Farm operations will revert to the Contracting Agencies as of the termination date. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination.

17. INSURANCE

Each Party shall be responsible for maintaining its own insurance. The indemnification obligations of Section 7, above, shall not be limited by the availability of any insurance or coverage limits.

18. GENERAL PROVISIONS

Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

ACCEPTED AND AGREED TO BY:

SI VIEW METROPOLITAN PARK DISTRICT: CITY OF NORTH BEND

By: _____
Susan Kelly, President of Commission
Si View Metropolitan Park District

Date: _____

By: _____
Rob McFarland, Mayor
City of North Bend

Date: _____

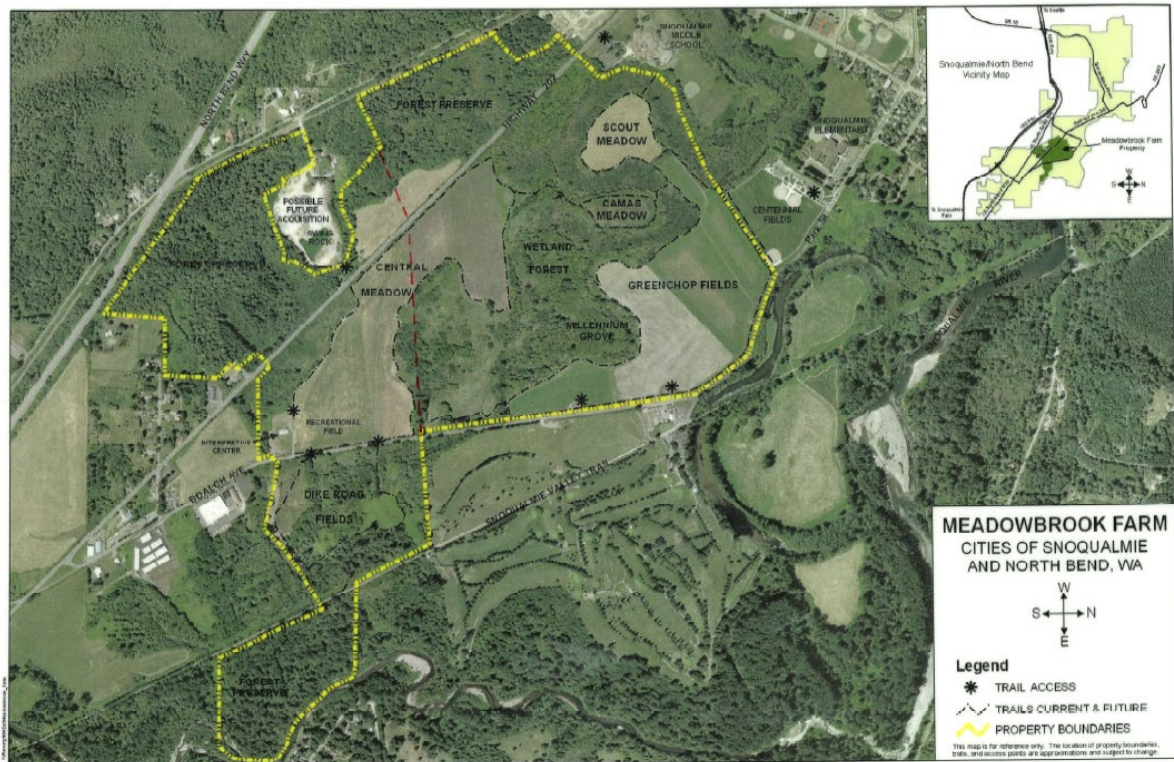
CITY OF SNOQUALMIE

By: _____
Katherine Ross, Mayor
City of Snoqualmie

Date: _____

Exhibit A

Property Description and Depiction of Meadowbrook Farm



Parcels within the boundary of Meadowbrook Farm include the following (as of 8/22/2023):

Meadowbrook Farm Parcels within the Snoqualmie City Limits:

3224089104, 3224089105, 3224089107, 3224089108, 3224089109, 3224089110, 0523089050, 0523089051, 0523089052, 0523089053, 0523089054.

Meadowbrook Farm Parcels within the North Bend City Limits:

0523089004, 0523089055, 0523089056, 0423089004, 0423089010, 0423089024, 0423089030, 0423089032, 0423089035, 5418700095, 5418700120, 5418700125, 5418700130, 5418700135.

Exhibit B

Level of Service Requirements for District's Management and Operation of Farm

The District's operation and maintenance of the Farm shall meet the following minimum levels of service:

1. Interpretive Center Facility Building:

- A. Provide regular janitorial service to the entirety of the Interpretive Center at intervals necessary to keep the building clean.
- B. Complete regular repairs/maintenance as needed including periodic repainting of walls, refinishing of woodwork, and other repairs and maintenance of interior and exterior of Interpretive Center.
- C. Inspect Interpretive Center building and grounds prior to and after events to log any damage attributable to an event and follow-up with event sponsors to ensure damage is reimbursed by event sponsors.
- D. Complete major maintenance and repairs as necessary to ensure proper operation of building components including roof, siding, HVAC, plumbing, and other components as requested and funded by the City of North Bend and the City of Snoqualmie.

2. Interpretive Center Grounds:

- A. Regularly mow Interpretive Center lawn as necessary to keep lawn attractive and functional for events: for purposes of this subsection, the lawn shall be mowed weekly from April through July and from October through November. From November through April the lawn shall be mowed as needed to keep the lawn attractive and functional.
- B. Regularly weed and prune the landscaped beds around the Interpretive Center.

3. Fields:

- A. Mow East Meadow twice per month between April and July and from October through November, and additionally as necessary based on site/building rental needs. The spring dates are flexible based on newborn elk and nesting birds, often found in May and June.
- B. Mow Central Meadow, Scout Meadow, Camas Meadow, Greenchop Field, and potato field three times per year or as necessary to keep invasive bushes and trees (blackberries/alder/etc.) at bay. Perform additional specific mowing as needed for rentals and events, or as arranged for specific fields by Snoqualmie Tribe for habitat/prairie maintenance.
- C. Blade fields used for events a minimum of twice each spring to smooth fields and remove mole hills that have developed.
- D. Provide periodic cleanup of fallen trees, branches, and debris as necessary to keep fields clear for maintenance and use.

4. Trails:
 - A. Mow all trail edges every 3 weeks during the growing season.
 - B. Remove weeds from trail surface maintenance annually.
 - C. Regularly clear fallen trees, branches and debris from trail surface and remove adjacent tree hazards as necessary.
5. Culverts/causeways:
 - A. Perform periodic culvert clearing/repair as necessary to maintain drainage.
 - B. Perform periodic repair/resurfacing of causeways to maintain access to fields.

The Contracting Agencies reserve the right to periodically inspect the work performed by the District under this Agreement.

2023 Estimated Meadowbrook Farm Operating Budget

Revenue

Rentals – Interpretive Center/Field Rentals \$110,000.00 (based off 2022)

Total Revenue \$110,000.00

Review Meadowbrook Operational Costs

Building:

- Heat, light, water, alarm \$4,620.00
- Lawn area \$5,550.00
- Driveway, parking area \$5,000.00
- Building maintenance \$9,894.00
- Janitorial/supplies \$1,304.30
- Landscaping \$9,894.00
- Other/Misc \$9,894.00

(building maint, landscaping, other based off 10 hrs/wk for 52 wks divided equally. Si View employee.)

Total \$46,106.30

Field Mowing/Maintenance (using 2020 hours)

	<u>Hours</u>	<u>\$27 Hourly Rate</u>
• Rec field	253	\$6,831.00
• Potato field	251	\$6,777.00
• Driving range	49	\$1,323.00
• Centennial	96	\$2,592.00
• Central meadow	239	\$6,453.00
• Dike road	87	\$2,349.00
• Swing rock	50	\$1,350.00
• Camas meadow	10	\$ 270.00
• Scout field	6	\$ 162.00

Totals 1041 \$28,107.00

- Equipment maintenance/repair \$5,542.00
- Operator insurance \$3,675.00
- Fuel \$3,675.00

Total \$9,217.00

Trail Maintenance

- Includes trailside mowing \$3,520.00
- Trail spraying/weed control \$ 909.00
- Herbicide \$ 385.00

Total \$4,814.00

Rentals

- Full time staff \$29,337.00
- Part time staff \$13,500.00
- Sound Cleaning \$25,000.00

Total \$67,837.00

Total Expenditures \$156,081.30

Net Total (\$46,081.30)

Exhibit C

RENTAL POLICIES FOR MEADOWBROOK FARM INTERPRETIVE CENTER FACILITY

1. FACILITY DEFINED

The Meadowbrook Farm Interpretive Center Building and the Interpretive Center grounds are herein referred to as “the Facilities.”

2. RIGHT OF REFUSAL

The District reserves the right to limit or deny rental of the Facilities due to staff availability, incompatibility of the rental request with the Facilities, incompatibility of the rental request with the District’s mission, or for other similar reasons.

3. FACILITY USAGE PRIORITY

- A. The District’s programs and activities take precedence over all other requests to use the Facilities except for the Contracting Agencies’ activities. Should the District and Contracting Agencies’ use of the Facilities conflict, the Parties shall meet and resolve the conflict.
- B. The Contracting Agencies’ sponsored public meetings, public events, public activities, and any organizations that have a contractual relationship with the Contracting Agencies shall take precedence over all other events.

4. FACILITY RESERVATIONS

- A. The District will serve as the Rental Administrator for the Facilities.
- B. Rentals at the Facility are subject to availability and may be reserved during the following times:

Monday – Thursday	7:00 a.m. – 10:00 p.m.
Friday	7:00 a.m. – midnight
Saturday	8:00 a.m. – midnight
Sunday	8:00 a.m. – 10:00 p.m.

- C. Reservations may be made for the next calendar year. Non-profit groups that qualify for non-profit rental fees may reserve space up to three (3) months in advance, unless otherwise approved by the District.
- D. Rental requests must be made at least seven (7) days in advance for events scheduled during regular business hours, Monday – Friday, 9:00 a.m. – 5:00 p.m. Reservations must be made at least thirty (30) days in advance for events scheduled during non-

business hours. Reservation requests received with less notice than previously specified may not be accommodated.

- E. Rental applications are accepted Monday through Friday, from 9:00 a.m. to 5:00 p.m. at the location specified by the designated agent. Rental reservations are accepted on a first come, first served basis, subject to the restrictions outlined herein. Reservations are confirmed and the rental date and time secured when the rental fees have been paid in full.
- F. Weekday rentals require a three-hour minimum rental. Weekend rentals require a five-hour minimum rental. Additional rental time may be added in ½ hour increments.
- G. Long-term and ongoing rentals require approval by the District. In most cases requests for an ongoing rental will be approved for no more than six (6) months at a time.
- H. All reservation requests are subject to review and approval by the District.

5. FACILITY RENTAL FEES

Facility rental fees are established by the District. Facility rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the 2023 fee schedule is attached as Exhibit D and available from the District for subsequent years.

6. DAMAGE DEPOSITS

- A. Facility rental damage deposits are established by the District. Facility rental damage deposit fees are generally reviewed on an annual basis and adjusted using a comparative fee study. Damage Deposit fees are subject to change without notice.
- B. All private rental groups using the Facility will be charged a damage deposit, except as authorized in writing by the District.
- C. The damage deposit is due in full two (2) weeks prior to the date of the event for which the Facility is rented.
- D. Damage deposits are fully refundable provided the following conditions are met:
 - 1. The rented Facility is left in a clean and orderly manner.
 - 2. The Facility was not damaged as a result of the rental.
 - 3. Use of the Facility did not exceed the scheduled reservation time.
 - 4. All Facility equipment is accounted for and not damaged or broken.
 - 5. Additional staff time was not required as part of the rental.
 - 6. All rules/guidelines governing rental use of the Meadowbrook Farm facilities were met.

- E. If all conditions are met to the satisfaction of the District, a refund will be processed within four (4) weeks of the event date. If the conditions are not met to the satisfaction of the District, an appropriate fee, as determined in the reasonable discretion of the District, will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs.

7. RENTAL CANCELLATIONS

- A. Rental cancellations will result in a non-refundable cancellation fee of twenty-five dollars (\$25) per reserved room or fifty percent (50%) of the rental fees, whichever is less, when more than two (2) months' notice is given. Groups that have reserved facilities on multiple dates may be charged a cancellation fee of up to twenty-five dollars (\$25) for each date and room reserved.
- B. Cancellations made between two (2) weeks and two (2) months before the date of the event will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees or twenty-five dollars (\$25), whichever is greater.
- C. Cancellations made with less than two (2) weeks' notice will not be refunded.

8. RENTAL DATE AND TIME CHANGES

All Facility rental date and time change requests are subject to staff and room availability. Additional rental time must be paid for at the time the request is made. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months' notice.

9. ALCOHOL SERVICE AND CONSUMPTION

- A. If private rental groups would like to distribute, serve, or consume alcohol during their rental event, they must complete an Alcohol Beverage Request Form (ABRF). Completing an ABRF does not guarantee that a rental group will be allowed to serve alcohol during their event. The ABRF is reviewed by the District, or its designated agent and a decision rendered within two (2) weeks of receiving the ASRF.
- B. Alcohol may be served in the Interpretative Center only, except where special permission is granted by the District. Alcohol may be served during the following times:

Monday – Friday	Consult Designated Agent
Saturday	10:00 a.m. – 11:00 p.m.
Sunday	10:00 a.m. – 9:00 p.m.

- C. Extra charges will apply if the rental administrator determines additional staff are needed during the event based on the presence of alcohol, estimated attendance, time

of the reservation, or any other factors affecting the safe use of the Facility. The renter is responsible for all additional staffing costs.

D. If alcohol service is approved, the following rules and regulations shall apply:

1. Rental groups must obtain a Washington State Banquet Permit. A copy of the permit shall be submitted to the designated agent a minimum of five (5) business days prior to the event. The original permit must be displayed in the room during the rental event.
2. Alcohol is permitted in the Interpretive Center and the adjacent grass area only. Alcohol is prohibited in all other areas of the Facility including the grounds and the parking lot, except by permission of the District. "No alcohol beyond this point" signs shall be posted at the perimeter of any event where alcohol is served.
3. Rental groups are responsible for the conduct and behavior of their participants and any problems related to the presence of alcohol. Rental groups must attest in their rental agreements that no alcohol will be served to minors.
4. Alcohol service may include beer, wine, and champagne only. Liquor and other alcoholic beverages are not permitted.
5. Kegs are prohibited.
6. Alcohol may only be served during the times approved on the ABRF.
7. The rental group is required to pay \$250 facility rental cleaning fee.
8. Additional liability insurance may be required if, in the discretion of the District, the coverage or limits are deemed insufficient.

E. Rental groups serving alcohol during their event without approval from the District may forfeit their entire damage deposit and face additional charges.

10. RENTAL USAGE GUIDELINES

- A. Maximum room capacities are designated by the District in cooperation with Eastside Fire and Rescue and must be adhered to. Rentals that exceed approved capacities may be cancelled immediately and the entire damage deposit withheld.
- B. The Facility will be unlocked at the time the rental is scheduled to start by a Rental Administrator staff member.
- C. Room set-up is the responsibility of the renter. Set-up time must be included in the rental reservation. Rental groups will not be allowed early access to the Facility.
- D. The District provides a limited amount of equipment for use during rental events. Rental groups should consult with Rental Administrator staff prior to booking their event for a list of available rental equipment. Rental groups may elect to bring in additional equipment for the event. Rental equipment is subject to approval by the Rental Administrator.

- E. Delivery of items for a rental event must occur during the scheduled rental time. Rental Administrator staff will not sign for delivery items and early deliveries will not be accepted.
- F. Only freestanding decorations are permitted. Items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows. Damage resulting from the use of tape or other adhesives will result in the loss of all or a portion of the damage deposit.
- G. The use of flammable materials is regulated by Eastside Fire and Rescue. The only types of candles allowed at the Interpretive Center are floating candles. The wick of the candle must be at least 4-6 inches below the opening and trimmed to a height of 1/2" or less. Candles must be floating in water.
- H. Outdoor fires are permitted only in the Contracting Agencies'-owned fire pit, which may be rented for an additional fee. Fires are allowed in the gravel area behind the Interpretive Center or on grass in designated areas only. Fires must be reachable by a hose. Use of the fire pit requires a recreational burn permit from Eastside Fire and Rescue. Obtaining the appropriate permit is the responsibility of renter. Use of fire pits may be prohibited during the burn ban.
- I. Rice, birdseed, confetti, glitter, and dance wax are prohibited in the Interpretive Center.
- J. Fog and smoke machines are prohibited in the Interpretive Center. The use of these machines may activate the fire alarm resulting in immediate evacuation and possible cancellation of the rental event.
- K. The use of barbecues is restricted to the grass area only. Residential, kettle-style or propane-style barbecues are allowed. Commercial-style or large pit barbecues are not allowed, except by permission of District. It is the responsibility of the rental group to dispose of ashes and briquettes at a location other than the Facility.
- L. Fireworks are not permitted at Meadowbrook Farm.
- M. At the conclusion of the rental, all personal items must be removed from the Facility. Rental groups are not allowed to store any items.
- N. The rental group is required to pay a mandatory cleaning fee to the District when the expected guest count exceeds 50 or more persons or the rental includes consumption of alcohol, per the fee schedule outlined in Exhibit D.
- O. The rental group is responsible for cleaning the Facility. The following items must be addressed to avoid additional charges:
 - 1. All Facility equipment shall be cleaned and returned to the proper storage location.
 - 2. All decorations and personal items shall be removed from the Facility.

3. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.
 4. All floors shall be swept and mopped if necessary.
- P. The Rental Administrator staff will provide cleaning equipment and supplies. The staff person will conduct a post-event inspection at the conclusion of the event.
- Q. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group. If a rental group exceeds the time reserved, they will be charged additional time and/or it may be deducted from the damage deposit.
- R. Failure to follow the rental guidelines may result in forfeiture of the damage deposit, additional charges, and/or denial of future rental usage.

11. INSURANCE FOR PRIVATE RENTAL EVENTS

- A. The following events and/or groups may be required to carry insurance naming the Contracting Agencies as additional insureds:
1. Corporate hosted functions of any size.
 2. Rental events in excess of 200 participants.
 3. Rental events that include the grounds as part of the event.
 4. Any rental event where alcohol is to be sold.
 5. Other conditions that may increase liability risk for the Contracting Agencies.
- B. The District will evaluate all Facility rental requests and determine whether or not additional liability insurance is required.
- C. If liability insurance is required, the rental group shall provide a certificate of insurance naming the Contracting Agencies as additional insureds. The certificate must state that the policy may not be cancelled without thirty (30) days written notice provided to the Rental Administrator. The insurance certificate must be on file fourteen (14) days prior to the rental event. The certificate should provide combined single limit coverage of at least \$1,000,000.00 for each occurrence with a 10-day cancellation clause.

12. NON-PROFIT RENTAL USAGE OF FACILITIES

- A. Non-profit rental fees are established by the District. Non-profit rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Non-profit rental fees are subject to change without notice.
- B. The Facility is available for discounted use by non-profit organizations located within the boundaries of the Snoqualmie Valley School District. Facilities are available for discounted use by non-profit organizations for events that directly pertain to the business of the organization. Personal and social occasions will not be recognized as

- a non-profit event. Examples of personal and social occasions include birthday celebrations, holiday parties, anniversary parties, and retirement events.
- C. To qualify for the non-profit rate, the organization must submit an application for Reduction of Rental Fees. The Application for Reduction of Rental Fees is valid for the calendar year only and must be renewed on an annual basis. The requesting organization must provide proof of non-profit status as defined by the Internal Revenue Service 501(c)3 guidelines at the time of application. If approved, the requesting organization will be eligible for non-profit rental rates at the Facility for the calendar year.
 - D. Non-profit Facility rentals may be scheduled up to three (3) months in advance, unless otherwise approved by the Rental Administrator.
 - E. The non-profit group is responsible for room set-up, breakdown, and clean-up in its entirety. The person that reserved the Facility must be on-site during the entire reservation including set-up and clean-up time.
 - F. Non-profit organizations agree to abide by all other rental policies and procedures.

Exhibit D



MEADOWBROOK FARM FEES 2023

Meadowbrook Farm

1711 Boalch Ave NE, North Bend WA 98045

The Meadowbrook Farm Interpretive Center is the perfect location for weddings, family reunions, business retreats and social events. Your guests will enjoy the spectacular view of Mt. Si and the serenity of the Snoqualmie Valley. The center boasts a natural log interior with large barn-style sliding doors providing the option for open air events. The Interpretive Center accommodates 75 or more guests depending on your arrangement. Please call for a personal tour of the Interpretive Center. Building capacity is 125. Wifi is not available.

RENTAL FEES	Oct-June	July-Sept
Oct-June (3 hour minimum rental)		
July-Sept (5 hour minimum rental)		
Building Weekday Rentals - HOURLY RATES		
Monday-Friday (7am-5pm)	\$86	\$86
Monday-Thursday (5pm-10pm)	\$109	\$109
Friday (5pm-12am)	\$152	\$166
Building Weekend Rentals - PACKAGE RATES		
Saturday/Sunday (10 hour rental)	\$1599	\$1769
Saturday/Sunday (5 hour rental)	\$855	\$940
Additional Hourly Rate	\$176	\$198
Field Rentals		
Rec Field OR Dike Road Field w/o Building	\$490	\$490
Rec Field w/ Building (parking)	\$330	\$330
Dike Road Field w/ Building	\$330	\$330
Additional Fees		
Alcohol Fee—Groups 99 or less	\$50	
Alcohol Fee—Groups 100 or more	\$100	
Additional Staffing Fee (groups over 125)	\$24/hr	
Commercial Rentals	Negotiable	

OPTIONAL ITEMS	
Rental Set Up - indoors only	\$175
Rental Clean Up* - indoors only	\$250
Fire Pit (Additional Permit Required)	\$35
Arbor Rental	\$50
AV Use (limited capabilities)	\$50
*required with alcohol or if group size is 30 or more	



DAMAGE DEPOSIT	
Groups 1-25 guests	\$50
Groups 26-50 guests	\$100
Groups 51-75 guests	\$150
Groups 76-100 guests	\$200
Groups 101+ guests	\$250
Alcohol service (additional)	\$250

Non-profit rates available for 501c3 organizations. Please inquire.

Updated: 5/18/2023

Si View Metro Parks / www.siviewpark.org / 425-831-1900

3



Extra Services

Set-up Package (and what if I don't purchase?)

Table and chair set up by Si View staff is available for \$175. If purchased, tables and chairs will be set up according to the customer's layout prior to the rental start time. Renters can expect to enter the space at the start time with these items in place. Set-up package is only available for indoors.

If the set-up package is not purchased, renters can expect to enter a clean, empty space and begin setting up tables and chairs at the rental start time. Also, if the set-up package is not purchased, renters are not allowed into the building prior to the rental start time to begin this task.

The set-up package must be added to your rental a minimum of one month before the event, and is available only if the room is available prior to your scheduled start time. The set-up package includes set-up of MEAD-OWBROOK owned tables/chairs only. No decorating or set-up of rented tables/chairs is included. Exterior set up is the responsibility of the renter. The set up package also does not include the moving of and tables/chairs throughout the rental.

Clean-up Package (and what if I don't purchase?)

The indoor clean-up package can be purchased for \$250. Purchase is required for groups of 50 or more, or if alcohol is consumed (regardless of guest count). If purchased, renters are required to clear the building of all belongings, decorations, and guests by the end rental time. Si View staff will then handle clean up responsibilities—clearing of trash and replacing with empty bag; sweeping, and possibly mopping, floor; wiping down tables, chairs, counter tops, and equipment used; placing tables, chairs, and equipment back in storage closet.

If the clean-up package is not purchased, renters are required to clear the building of all belongings, decorations, guests, and handle clean up responsibilities (clearing of trash and replacing with empty bag; sweeping, and possibly mopping, floor; wiping down tables, chairs, counter tops, and equipment used; placing tables, chairs, and equipment back in storage closet) by the end rental time.

The clean-up package must be added on at least one month prior to the event if not included in the original agreement. For a rental to be eligible for the cleanup package their event must end no later than 11pm. Please note the cleanup package includes clean up INSIDE the interpretive center. All equipment set up outside must be returned inside and any garbage cleaned up by the renter.



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-023
September 25, 2023
Ordinance

Item 7.

AGENDA BILL INFORMATION

TITLE:	Amendments to SMC Chapter 3.10 Multifamily Property Tax Exemption	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	1 st reading of implementing ordinance repealing and replacing SMC Chapter 3.10	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director	Emily Arteche	10/9/2023
	Finance	n/a	Click or tap to enter a date.
	Legal	David Linehan	9/20/2023
	City Administrator	Mike Chambless	9/20/2023

DEPARTMENT:	Community Development		
	STAFF:		
	COMMITTEE:		COMMITTEE DATE: August 21, 2023
	Community Development		
EXHIBITS:	1. Ordinance with Amendments to SMC 3.10		

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

SUMMARY

INTRODUCTION

The attached ordinance is a repeal and a replacement of Chapter 3.10 SMC, Multi-Family Housing Property Tax Exemption (MFTE) and accompanying draft amendments. The program began in 1995 and was codified as RCW Chapter 84.14, to incentivize residential development in urban centers by providing property tax exemptions for 8-year, 12-year, and potentially 20-year exemptions if certain criteria are met on new, expanded, or updated multifamily housing. The exemption applies only to the residential portions of newly constructed improvements, not the value of the land, retail space, or existing improvements.

Both 8-year and 12-year exemptions are recommended in the draft amendments. A 20-year exemption is also available under two different scenarios under state law. The City does not qualify for the 20-year exemption that is available for multi-family rental units where 1) the targeted residential area is within one mile of high-capacity transit, and 2) mandatory inclusionary zoning has been implemented that ensures that at least 2 percent of the MFTE housing units are affordable for low-income

households for a period of at least 99 years. However, a second type of 20-year exemption is available for multi-family housing developments where at least 25 percent of the units will be built by or sold to a qualified nonprofit or local government agency that will assure permanent affordable home ownership to households earning no more than 80 percent AMI for a period of at least 99 years, with the property subject to a variety of owner resale restrictions and covenants on title. The City could add this 20-year exemption to Chapter 3.10 if the Council wishes to provide this option for qualified government agencies or nonprofits to build or acquire multi-family units for ownership by households under the 80% of AMI threshold, with permanent affordability conditions.

LEGISLATIVE HISTORY

In 2013, the City Council passed Ordinance 1115 that established a multifamily property tax exemption to encourage multi-family housing development in designated residential targeted areas; Ord. 1115 § 1, 2013.

BACKGROUND

The statewide MFTE legislation was adopted in 1995, codified as RCW Ch. 84.14, to incentivize residential development in urban centers. In 2021, the State Legislature adopted Engrossed Second Substitute Senate Bill (ESSB) 5287, amending chapter 84.14 RCW to, among other things, authorize local jurisdictions to extend multifamily property tax exemptions for an additional 12 years if certain conditions are met, and provide new 20-year exemptions for qualifying housing in certain jurisdictions.

ANALYSIS

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

Under the new state law, a twelve-year extension of the MFTE designation is available under certain conditions. At the end of both the tenth and eleventh years of an extension, applicants must provide tenants of rent-restricted units with notification of intent to provide the tenant with rental relocation assistance at the expiration of the affordability restrictions. During the last month before expiration of the affordability restriction, the statute requires the landlord to pay one month’s rent for relocation assistance to the rent-restricted tenant. The statute does allow cities to impose additional requirements or greater restrictions on MFTE housing units, such as by lowering the income thresholds even more, or increasing the percentage of units that must be affordable to tenants in the designated income brackets. The timing of the relocation assistance payment, however, is specifically established by statute as due during the final month of the rent-restricted lease.

BUDGET IMPACTS

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

NEXT STEPS

Recommend adoption at the October 9, 2023, council meeting.

PROPOSED ACTION

Recommend adoption at the October 9, 2023, council meeting.

ORDINANCE NO. 1280

AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON REPEALING AND REPLACING CHAPTER 3.10 OF THE SNOQUALMIE MUNICIPAL CODE WITH A NEW CHAPTER 3.10 REGARDING THE MULTI-FAMILY TAX EXEMPTION PROGRAM

WHEREAS, Chapter 84.14 of the Revised Code of Washington provides for exemptions from ad valorem property tax valuation for qualifying multi-family housing located in designated target areas within urban centers; and

WHEREAS, Chapter 84.14 authorizes the City to designate target areas and to adopt necessary procedures to implement RCW 84.14; and

WHEREAS, in 2013, the City Council passed Ordinance 1115 that established a multifamily property tax exemption program to encourage multi-family housing development in designated residential targeted areas; and

WHEREAS, since the passage of Ordinance 1115, the City has not implemented the multifamily property tax exemption by designating any residential target areas or approving any MFTE developments; and

WHEREAS, in 2021, the State Legislature adopted Engrossed Second Substitute Senate Bill (ESSB) 5287, amending chapter 84.14 RCW to, among other things, authorize local jurisdictions to extend multifamily property tax exemptions for an additional 12 years if certain conditions are met, and provide for 20-year exemptions for qualifying housing in locations meeting certain criteria; and

WHEREAS, the City seeks to encourage and promote increased opportunity for low- and moderate-income multifamily housing within the City, and to increase the supply of such housing; and

WHEREAS, the City seeks to incorporate the amendments to Chapter 84.14 RCW by repealing SMC Chapter 3.10 and replacing it with a new Chapter 3.10.

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

Section 1. Chapter 3.10 of the Snoqualmie Municipal Code is hereby repealed in its entirety and replaced with a new Chapter 3.10 as shown in Exhibit A attached hereto.

Section 2. Severability. If any one or more section, subsection or sentence of this ordinance or the Snoqualmie Municipal Code amendments adopted in Section 1 herein are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of

this ordinance or the Snoqualmie Municipal Code sections, and the same shall remain in full force and effect.

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

Section 4. Effective Date. This ordinance shall be effective five (5) days after passage and publication, as provided by law.

PASSED by the City Council of the City of Snoqualmie, Washington, this 9th day of October 2023.

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk

Approved as to form:

David Linehan, Interim City Attorney

Chapter SMC 3.10

MULTIFAMILY PROPERTY TAX EXEMPTION

Sections:

SMC 3.10.010	Purpose
SMC 3.10.020	Definitions
SMC 3.10.030	Tax exemption
SMC 3.10.040	Extension of tax exemption
SMC 3.10.050	Residential targeted areas
SMC 3.10.060	Project eligibility
SMC 3.10.070	Application procedure
SMC 3.10.080	Application review
SMC 3.10.090	Final certificate
SMC 3.10.100	Annual certification
SMC 3.10.110	Cancellation

3.10.010 Purpose

As provided for in Chapter [84.14](#) RCW, the purpose of this chapter is to provide limited eight (8) and twelve- (12) year exemptions from ad valorem property taxation for qualified multifamily housing located in residential target areas to:

- A. Encourage increased opportunity for multifamily affordable housing for low-income and very low-income households, within the city;
- B. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in targeted residential areas to increase and improve affordable housing opportunities;
- C. Increase the supply of mixed-income multifamily housing opportunities within the city;
- D. Accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans.

3.10.020 Definitions

- A. "Affordable housing" means residential housing that is rented by an eligible household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent (30%) of the household's monthly income. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of income-qualified households.
- B. "Area median income" means the annual median family income for the metropolitan statistical area, as published from time to time by the United States Department of Housing and Urban Development (HUD), with adjustments according to household size, which adjustments shall generally be based upon a method used by HUD to adjust income limits for subsidized housing, which for purposes of determining affordability of rents or sale prices shall be based on the average size of household that corresponds to the size and type of the housing unit.
- C. "Contract" means the standard form agreement between the owner or, for permanently affordable homeownership, a qualified non-profit organization and the city that contains the terms and conditions, including for each MFTE unit as designated according to the Final Certificate, for the duration of the compliance period as a condition of eligibility of the property tax exemption according to this Chapter.
- D. "Director" means the director of the Community Development department, or his or her designee.
- E. "Eligible household" means a household that certifies that their household income does not exceed the applicable percentage of the area median income, adjusted for household size, and who certify that they meet all qualifications for eligibility including, if applicable, any requirements for recertification on income eligibility.
- F. "Household" means a single person, family, or unrelated persons living together.
- G. "Low-income household" means a household whose adjusted income is at or below eighty percent (80%) of the area median income adjusted for family size, for King County, as reported by the United States Department of Housing and Urban Development.
- H. "MFTE" means multifamily housing property tax exemption.
- I. "Moderate-income household" means a single person, family, or unrelated persons living together whose adjusted income is more than eighty percent (80%) but is at or below one hundred fifteen percent (115%) of the area median income adjusted for family size, for King County, as reported by the United States Department of Housing and Urban Development.

- J. “Multifamily housing” means a building or group of buildings having four (4) or more dwelling units designated for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings.
- K. “Owner” means the property owner of record.
- L. “Permanent residential occupancy” means multifamily housing that provides either rental or owner occupancy for a period of at least one (1) month. This excludes hotels and motels that offer rental accommodation on a daily or weekly basis.
- M. “Project” means the multifamily housing or portion of the multifamily housing that is to receive the tax exemption.
- N. “Residential targeted area” means an area within an urban center or urban growth area that has been designated by the council as a residential targeted area in accordance with, and within the meaning of, Chapter 84.14 RCW.
- O. “Substantial compliance” means, with respect to rehabilitation improvements, compliance with applicable building and construction codes and all applicable uniform codes that are typically required for rehabilitation (as opposed to new construction).

3.10.030 Tax exemption

The value of new housing construction, conversion, and rehabilitation improvements qualifying under this chapter is exempt from ad valorem property taxation, as follows:

- A. Eight-year MFTE option: For eight (8) successive years beginning January 1st of the year immediately following the calendar year of issuance of the final certificate if the property otherwise qualifies for the exemption.
- B. 12-year MFTE option: For twelve (12) successive years beginning January 1st of the year immediately following the calendar year of issuance of the final certificate if the property otherwise qualifies for the exemption and meets the conditions in this subsection. For the property to qualify for the twelve-year exemption under this subsection, the applicant must commit to renting or selling at least twenty percent (20%) of the multifamily housing units as affordable housing units to eligible low- and moderate-income households, and the property must satisfy that commitment. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection may be satisfied solely through housing affordable to eligible moderate-income households. Additionally, a covenant must be recorded on title ensuring that any purchases, sales, resales, leases, and subleases of the property comply with applicable requirements of this chapter for the duration of the affordability requirements.

C. Additional provisions

1. Permanently affordable homeownership units or permanently affordable rental units must be sold or rented to eligible low-income households and have a notice recorded on title to ensure compliance with this chapter for the duration of the affordability requirements.
2. If, in calculating the minimum proportion of the multi-family housing units in the project for affordable housing in this section, the number contains a fraction, then the minimum number of multi-family housing units for affordable housing shall be rounded up to the next whole number.
3. For any affordable units required in this section, the following shall apply:
 - a. The mix and configuration of affordable units (e.g., studio, one-bedroom, etc.) shall be substantially proportional to the mix and configuration of the total housing units in the project unless approved by council, or an administrative official or commission authorized by the council;
 - b. Affordable housing units shall be intermingled with all other units in the development; and
 - c. The quality of construction and finish materials in those affordable units used to qualify for the exemption shall be the same as other housing units in the project.
 - d. At the end of both the tenth and eleventh years of a twelve-year exemption under SMC 3.10.030(B), the applicant (or the property owner at that time) must provide eligible tenants of affordable units with notification of the applicant's (or property owner's) intent to provide the tenant with relocation assistance in an amount equal to one (1) month's rent within the final month of the tenant's lease.
 - e. For any twelve-year exemption authorized under this chapter, at the expiration of the exemption the applicant must provide tenant relocation assistance in an amount equal to one (1) month's rent to a qualified tenant within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance under this subsection, the tenant must occupy an income-restricted unit at the time the exemption expires and must qualify as a low-income household under this chapter at the time relocation assistance is sought.
 - f. If affordability requirements consistent with those required for an exemption under SMC 3.10.030(B) remain in place for the unit after expiration of the exemption, relocation assistance in an amount equal to one month's rent must be provided to a qualified tenant within the final month of a qualified tenant's

lease if occupying an income-restricted unit at the time those additional affordability requirements cease to apply to the unit.

4. The exemption does not apply to the value of land or to the value of non-residential improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and nonqualifying improvements.

3.10.040 Extension of tax exemption

- A. The owner of property that received a tax exemption pursuant to SMC 3.10.030 may apply for an extension for an additional twelve successive years.
- B. Only one (1) extension may be granted.
- C. Failure to timely apply for an extension shall be deemed a waiver of the extension.
- D. For the property to qualify for an extension:
 1. The property must have qualified for, satisfied the conditions of, and utilized the eight- or twelve-year exemption sought to be extended;
 2. The owner must timely apply for the extension on forms provided by the city within eighteen (18) months of expiration of the original exemption;
 3. The property must meet the requirements of this chapter for the property to qualify for an exemption under SMC 3.10.030(B) as applicable at the time of the extension application; and
 4. The applicant for extension must commit to rent or sell at least twenty percent (20%) of the multifamily housing units as affordable housing units for low-income households for the extension period.
- E. If an extension is granted by the city, at the end of both the tenth and eleventh years of a twelve-year extension, the applicant (or the property owner at that time) must provide tenants of affordable units with notification of the applicant's (or property owner's) intent to provide the tenant with relocation assistance in an amount equal to one (1) month's rent within the final month of the tenant's lease as provided in RCW 84.14.020, as amended.
- F. After the expiration of the extension, the applicant (or the property owner at the time) must provide tenant relocation assistance in an amount equal to one (1) month's rent to a qualified tenant within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance under this subsection, the tenant must occupy an affordable unit at the time the exemption expires and must qualify as an eligible household under this chapter at the time relocation assistance is sought.

G. No extensions under this section may be granted after December 31, 2045.

3.10.050 Residential targeted areas

Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas upon a finding by the council that the residential targeted area meets the following criteria:

- A. The residential targeted area is within an urban center as defined by Chapter 84.14 RCW;
- B. The residential targeted area lacks sufficient available, desirable, and convenient residential housing to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
- C. Providing additional housing opportunity in the residential targeted area will assist in achieving one or more of the following purposes:
 - 1. Encouraging increased residential opportunities within the city; or
 - 2. Stimulating the construction of new multifamily housing; or
 - 3. Encouraging the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- D. In designating a residential targeted area, the council may also consider other factors, including:
 - 1. Whether additional housing in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 - 2. Whether providing additional housing opportunities for low- and moderate-income households would meet the needs of citizens likely to live in the area if affordable housing were available;
 - 3. Whether an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under Chapter 36.70A RCW, as implemented through the City's comprehensive plan; or
 - 4. Whether encouraging additional housing in the residential targeted area supports significant public investment in public transit or a better jobs and housing balance.

- E. Amending or removing designations as residential targeted areas. At any time, the council may amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.
- F. Designation of residential targeted areas. The council has adopted the residential target area as indicated on the map. [figure attached]

3.10.060 Project eligibility

An owner of property applying under this chapter must meet the following requirements:

- A. Location. The new or rehabilitated multiple-unit housing must be located in designated residential targeted area.
- B. Construction details:
 - 1. The project must be multifamily housing consisting of at least four (4) dwelling units within a residential structure or as part of a mixed-use development, in which at least fifty percent (50%) of the space within such residential structure or mixed-use development is intended for permanent residential occupancy.
 - 2. For new construction, a minimum of four (4) new dwelling units must be created; for rehabilitation or conversion of existing occupied structures, a minimum of four additional dwelling units must be added.
- C. Requirements for units to be rehabilitated:
 - 1. Property proposed to be rehabilitated must fail to comply with one or more standards of the City's building or housing codes.
 - 2. Property proposed to be rehabilitated with existing multifamily housing that has been vacant for twelve (12) months or more does not have to provide additional multifamily units.
 - 3. If the property proposed to be rehabilitated is not vacant, an applicant must provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate.
- D. Deadlines. The project shall be completed within three (3) years from the date of approval of the contract by the council as provided in SMC 3.10.080(D) or by any extended deadline granted by the director as provided in SMC 3.10.080(E)(2).
- E. Requirements for contract. As per RCW 84.14.030(6), the applicant must enter into a contract approved by the council, under which the applicant has agreed to the implementation of the development on terms and conditions satisfactory to the council.

3.10.070 Application procedure

A property owner who wishes to propose a project for a tax exemption shall comply with the following procedures as per RCW 84.14.050:

A. Application package requirements:

1. Prior to the application for any building permit therefor, the applicant shall submit an application to the Community Development Department on a form established by the director along with the required fees., as established under SMC 3.10.070(C).
2. A complete application shall contain such information as the director may deem necessary or useful, and shall include:
 - a. A written description of the project and preliminary schematic site and floor plans of the multifamily units and the structures in which they are proposed to be located setting forth the grounds for the exemption;
 - b. A statement setting forth the grounds for qualification for exemption, and identifying the income-restricted units in the proposed project, if applicable;
 - c. A statement from the owner acknowledging the potential tax liability when the project ceases to be eligible under this chapter; and
 - d. Verification by oath or affirmation of the information submitted.

B. Proof that rehabilitation projects are to be unoccupied. For rehabilitation projects, the applicant shall secure verification of property noncompliance with applicable building codes and shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve (12) months prior to filing the application, or that relocation support has been provided to tenants under SMC 3.10.040(E) or and (F).

C. Application fees. At the time of application, the owner shall pay an initial application fee of \$500.00 plus any at cost time associated with processing the application.

3.10.080 Application review

A. Conditions. The director may certify as eligible an application which is determined to comply with the requirements of this chapter. An application may be approved subject to such terms and conditions as deemed appropriate by the director to ensure the project meets all applicable land use regulations.

B. Deadline. A decision to approve or deny an application shall be made within ninety (90) days of receipt of a complete application.

C. Requirements for covenant and contract:

1. If an application is approved by the director, a contract and covenant between the applicant and the city regarding the terms and conditions under this chapter, signed by the applicant, shall be presented to the council for approval.
 2. The director is authorized to cause the contract to be recorded, or require the owner to record the contract, in the real property records of the county recorder's office.
- D. Provision of conditional certificate. Once the contract is approved by the council and fully executed, the director shall issue a conditional certificate of acceptance of tax exemption.
- E. Expiration of conditional certificate:
1. The conditional certificate expires three (3) years from the date of approval unless an extension is granted as provided in this chapter.
 2. The conditional certificate may be extended by the director for a period not to exceed twenty-four (24) consecutive months. The applicant must submit a written request stating the grounds for the extension, accompanied by any applicable processing fee. An extension may be granted if the director determines that:
 - a. The anticipated failure to complete construction or rehabilitation within the required period is due to circumstances beyond the control of the owner;
 - b. The owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
 - c. All the conditions of the original contract between the applicant and the City will be satisfied upon completion of the project.
- F. Denial and appeal
1. If the application is denied, the director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten (10) days of the denial.
 2. An applicant may appeal a denial to the council by filing a written appeal with the city clerk within thirty (30) days of notification that the application has been denied. The appeal will be based upon the record made before the director with the burden of proof on the applicant to show that there is no substantial evidence on the record to support the director's decision. The decision of the council in denying or approving the application is final.

3.10.090 Final certificate

A. Final certificate – approval

1. Upon completion of the improvements provided in the contract and issuance of a temporary or permanent certificate of occupancy, the applicant may request a final certificate of tax exemption. The applicant must file with the Community Development Department such information as necessary or useful to evaluate eligibility for the final certificate and shall include:
 - a. A statement of the amount of rehabilitation or construction expenditures made with respect to each housing unit and the total expenditures made in the rehabilitation or construction of the entire property;
 - b. A description of the work that has been completed and a statement that the rehabilitation improvements or new construction on the owner's property qualify the property for limited exemption under this chapter;
 - c. If applicable, a statement that the project meets the affordable housing requirements as described in RCW 84.14.020 and SMC 3.10.030; and
 - d. A statement that the work was completed within the required three-year period or any authorized extension.
 2. Within thirty (30) days of receipt of all materials required for a final certificate, the director shall determine whether the work completed and the affordability of the units, if applicable, satisfy the requirements of the application and the conditional contract approved by the city and is qualified for a limited tax exemption under Chapter 84.14 RCW. The city shall also determine which specific improvements completed meet the intent of this chapter and the required findings of RCW 84.14.060.
- B. Issuance of certificate. If the director determines that the project has been completed in accordance with this chapter and the contract between the applicant and the city and has been completed within the authorized period, the applicant shall, within ten (10) calendar days of the expiration of the thirty-day review period above, file a final certificate of tax exemption with the county assessor and provide a copy of the recorded certificate prior to the city's issuance of a certificate of occupancy.
- C. Denial and appeal. The director shall notify the applicant in writing that a final certificate will not be filed if the director determines that:
1. The improvements were not completed within the authorized period;
 2. The improvements were not completed in accordance with the contract between the applicant and the City;
 3. The owner's property is otherwise not qualified under this chapter; or

4. The owner and the director cannot come to an agreement on the allocation of the value of the improvements allocated to the exempt portion of rehabilitation improvements, new construction, and multi-use new construction.

Within thirty (30) days of notification by the city to the owner of a denial of a final certificate of tax exemption, the applicant may file a written appeal with the city clerk specifying the factual and legal basis for the appeal. The appeal shall be heard by the hearing examiner.

3.10.100 Annual certification

- A. Within thirty (30) days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter, for the applicable tax exemption period, the property owner shall file a notarized declaration with the Community Development Department indicating the following:
 1. A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve (12) months ending with the anniversary date;
 2. A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the contract with the City;
 3. A description of changes or improvements constructed after issuance of the certificate of tax exemption;
 4. The total monthly rent of each unit;
 5. Information demonstrating compliance with the affordability requirements of SMC 3.10.030 and SMC 3.10.040, and other applicable requirements under SMC 3.10.060;
 6. For the affordable units, the income of each household at the time of initial occupancy and their current income; and
 7. Any additional information requested regarding the units receiving a tax exemption and meeting any reporting requirements under Chapter 84.14 RCW.

3.10.110 Cancellation

A. Conditions:

1. The director may cancel the tax exemption if the property owner breaches any term of the MFTE contract, covenant, or any part of this chapter. Reasons for cancellation include but are not limited to the following:
 - a. The property no longer complies with the terms of the contract or with the requirements of this chapter, including the provision of affordable units;

- b. The use of the property is changed or will be changed to a use that is other than residential;
- c. The project violates applicable zoning requirements, land use regulations or building code requirements; or
- d. The property for any other reason no longer qualifies for the tax exemption.

B. Process:

1. Upon determining that a tax exemption shall be canceled, the director shall notify the property owner or qualified non-profit organization, if applicable, by certified mail with a return receipt requested.
2. The property owner or qualified non-profit organization, if applicable, may appeal the determination within thirty (30) days by filing a notice of appeal with the city clerk, specifying the factual and legal basis on which the determination of cancellation is alleged to be erroneous. The council may hear the appeal pursuant to City's policy.
3. The City Clerk shall notify the county assessor of the cancelation of the tax exemption thirty (30) days after the notification of the property owner or qualified non-profit organization, or upon an unsuccessful appeal under subsection (2).
4. If the owner intends to convert multifamily housing receiving a tax exemption under this chapter to another use, the owner must notify the director and the county assessor within sixty (60) days of the change in use. Upon such change in use, the tax exemption shall be canceled.

	Deleted	Added	Modified	Staff Comments
Purpose		x		Added new purpose statement and increase the supply of mixed-income multifamily housing opportunities within the city;
Definitions	x	x		Added Area median income, contracts, Eligible household, Project (Deleted Mixed use center, Moderate-income household, Very low-income household)
Tax exemption			x	Modified to administration including, no new exemptions after December 31, 2031. New less stringent regulations on 12-year exemptions, from 100 to 20% of the multifamily housing units as affordable housing units to eligible low- and moderate-income households and tenant relocation assistance for the 12-year exemption.
Extension of tax exemption vs. Extension of Conditional tax exemption	x	x	x	Added tenant relocation assistance in an amount equal to one (1) month's rent, no extensions after December 31, 2045, additional twelve successive years.. (Deleted Conditional Provisions)
Residential Targeted Area			x	Added the residential target area as indicated on the map
Project eligibility		x		Added location, Construction details, requirements for units to be rehabilitated, deadlines, requirements for contract
Application procedure			x	Modified pursuant to RCW 84.14.050
Final certificate			x	Modified provisions related to information to evaluate eligibility for the final certificate and Issuance of certificate (previously in a separate section)
Annual certification			x	Modified provisions related to items owner shall file a notarized declaration annually
Cancellation	x	x	x	Added provision to appeal to the City Council. (Deleted provisions that require owner who intends to convert the multifamily housing to another use, to notify King County assessor in writing within 60 calendar days of the change in use, and by filing a notice of hearing examiner appeal and appeal fee of \$1,000.)



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-115
October 9, 2023
Ordinance

Item 8.

AGENDA BILL INFORMATION

TITLE:	AB23-115: Update to Accessory Dwelling Unit (ADU) Regulations	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Adopt draft amendments to multiple sections within Chapters 17.10, 17.15, 17.32, and 17.55 of the Snoqualmie Municipal Code, pertaining to ADUs	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director	Emily Arteche	9/14/2023
	Finance	n/a	Click or tap to enter a date.
	Legal	David Linehan	9/14/2023
	City Administrator	Mike Chambless	9/14/2023

DEPARTMENT:	Community Development		
STAFF:	Jonathan Kesler, AICP, Senior Planner		
COMMITTEE:	Community Development	COMMITTEE DATE: September 18, 2023	
EXHIBITS:	1. Ordinance with draft amendments 2. Crosswalk Matrix for ADUs		

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

SUMMARY

INTRODUCTION

Changes to state law will require cities to allow two ADUs per residential parcel.

LEGISLATIVE HISTORY

A Public Hearing that began at the August 7, 2023 Planning Commission meeting, was completed on August 21, 2023 with a recommendation of adoption. Community Development (CD) Committee review occurred on September 18, 2023. The first reading of the Ordinance before City Council occurred in the meeting of September 25, 2023.

Additional amendments include: (Ord. 1198 § 22 (Exh. D), 2017; Ord. 744 § 2, 1995).

BACKGROUND

Accessory Dwelling Units, or ADUs, are small housing units attached to or separate from and accessory to a single-family home. ADUs are commonly used as affordable or no-cost housing for renters or relatives of a property's primary dwelling unit.

During its 2023 session, the Washington State Legislature passed and the Governor signed HB 1337, “which intends to ease barriers to the construction and use of ADUs.” HB 1337 restricts a jurisdiction’s ability to enact regulations that inhibit the construction of ADUs, including those related to impact fees, owner occupancy requirements, lot size restrictions, lot size, and parking.

ANALYSIS

The City’s approved Housing Strategy Plan identifies ADUs as promising ways of “providing basic, affordable accommodations for households that do not need much space while potentially providing a source of rental income for homeowners.” ADUs could serve as an accessible option for renters below 120% area median income.

The Snoqualmie Municipal Code currently allows ADUs with some restrictions. Please see attached “crosswalk” which analyzes the City of Snoqualmie’s development regulations with the new legislation, HB 1337. The strikeout of the invalid sections, along with the underlined additions to regulations are included, as well.

Although the City is required to update its ADU regulations within six months after the city’s next periodic comprehensive plan update as required under RCW 36.70A.130, the Community Development Committee asked for it to be done sooner. For further detailed information, see the state Department of Commerce’s webpage, Implementing HB 1337: Guidance for Accessory Dwelling Units, here:

[Title Chg 5-15-2023 HB 1337 Final Draft ADU Guidance.pdf | Powered by Box](#)

BUDGET IMPACTS

N/A

PROPOSED ACTION

Second reading of Ordinance 1279.

Move to adopt Ordinance 1279 amending the Snoqualmie Municipal Code pertaining to Accessory Dwelling Units (ADU).

ORDINANCE NO. 1279**AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON, AMENDING VARIOUS SECTIONS OF CHAPTER 17.10, CHAPTER 17.15, CHAPTER 17.32, AND CHAPTER 17.55 OF THE SNOQUALMIE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS (ADU)**

WHEREAS, during its 2023 session, the Washington State Legislature passed and the Governor signed HB 1337, “which intends to ease barriers to the construction and use of [Accessory Dwelling Units] ADUs”;

WHEREAS, HB 1337 impacts the City of Snoqualmie, since it restricts a jurisdiction’s ability to enact regulations that inhibit the construction of ADUs, including those related to impact fees, owner occupancy requirements, lot size restrictions, lot size, and parking;

WHEREAS, the City’s approved Housing Strategy Plan identifies ADUs as promising ways of “providing basic, affordable accommodations for households that do not need much space while potentially providing a source of rental income for homeowners”;

WHEREAS, ADUs could serve as an accessible option for renters at or below 120% area median income;

WHEREAS, The Snoqualmie Municipal Code (SMC) currently allows ADUs with some restrictions, but some of those restrictions conflict with this new state law;

WHEREAS, the required 60-day notice was sent to the State of Washington Department of Commerce on July 11, 2023; and

WHEREAS, the Planning Commission held public meetings on the proposed amendments on June 5 and July 17, 2023, and a duly noticed public hearing on August 7, 2023, to receive testimony on the proposed code amendments; and

WHEREAS, the Planning Commission, by motion on August 21, 2023, recommended approval of the proposed amendments; and

WHEREAS, a SEPA DNS was issued for this non-project action on August 18, 2023; and

WHEREAS, the Community Development Committee of the Snoqualmie City Council reviewed the Planning Commission’s recommendation on September 18, 2023; and

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

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

Section 1. Amendment of Chapter 17.10 SMC. Snoqualmie Municipal Code section 17.10.020 is hereby amended, and new sections 17.10.025 through 17.10.145 are hereby added, all as shown in Exhibit A, attached hereto.

Section 2. Amendment of Chapter 17.10 SMC. Snoqualmie Municipal Code section 17.15.040, Table 1, Line 11 is amended as shown in Exhibit A, attached hereto.

Section 3. Amendment of Chapter 17.32 SMC. Snoqualmie Municipal Code section 17.32.070, subsection F is hereby amended as shown in Exhibit A, attached hereto.

Section 4. Amendment of Chapter 17.55 SMC. Snoqualmie Municipal Code section 17.55.070 is hereby amended as shown in Exhibit A, attached hereto.

Section 5. Severability. If any one or more section, subsection, or sentence of this ordinance or the Snoqualmie Municipal Code amendments adopted in Section 1 herein is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance or the Snoqualmie Municipal Code sections, and the same shall remain in full force and effect.

Section 6. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk, and either the Community Development Department Director or the Parks and Public Works Department Director, as applicable, code revisers are authorized to make necessary corrections to this ordinance and Snoqualmie Municipal Code sections, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance or Snoqualmie Municipal Code section numbering and section/subsection numbering.

Section 7. Effective Date. This ordinance shall be effective five (5) days after passage and publication, as provided by law.

PASSED by the City Council of the City of Snoqualmie, Washington, this 9th day of October 2023.

Katherine Ross, Mayor

Attest:

Approved as to form:

Deana Dean, City Clerk

David Linehan, Interim City Attorney

EXHIBIT A

Chapter 17.10 DEFINITIONS

17.10.020 “A” Definitions.

- A. **“Accessory use”** means a use incidental and subordinate to the principal use and located on the same lot or in the same building as the principal use.
- B. **“Accessory dwelling unit”** means a dwelling unit on the same lot or in the same building as a single-family dwelling unit duplex, triplex, townhome, or other housing unit which is the principal use of the lot.
- C. **“Assisted living quarters”** means a dwelling unit in a building consisting of two or more units in which various levels of personal assistance are available to residents and may include support services as deemed necessary such as food preparation and dining areas, group activity areas, medical supervision and similar activities.
“Attached accessory dwelling unit” means an accessory dwelling unit located within or attached to a single-family housing unit, duplex, triplex, townhome, or other housing unit.

17.10.025 “B” Definitions.

- D. **“Bay window”** means a window that extends from the main exterior wall of a residential structure, has sidewalls not more than 60 degrees out of plane with the main exterior wall, is primarily constructed of glazing supported by conventional light framing, and has a width of not more than the lesser of 30 percent of the main exterior wall from which it protrudes or 14 feet.
- E. **“Bed and breakfast”** means a single-family dwelling within which bedrooms are available for paying guests.
- F. **“Bioretention”** is as defined in SMC [15.18.040](#).
- G. **“Boarding house”** means a single-family dwelling within which roomers or boarders are housed or fed.
- H. **“Building”** means a structure having a roof.

17.10.030 “C” Definitions.

- I. **“Child Day Care Center”** means a day care facility for more than 12 children, not in a provider’s home.
- J. **“Cluster”** means a grouping of dwellings to increase dwelling densities on some portions of the development area in order to leave other portions free of buildings.
- K. **“Co-housing”** means a type of housing development which originated in Denmark in the early 1970s, in which units are individually owned, but meeting and dining facilities are shared. Co-housing communities place an emphasis on resident participation in planning and design, intentional neighborhood design, shared community facilities and self management.
- L. **“Collective garden”** means a collective garden for the purpose of producing, processing, transporting, and/or delivering cannabis for medical and/or recreational use, as further defined in RCW [69.51A.085](#).
- M. **“Commercial service”** means a business primarily characterized by the rendering of nonprofessional services to the general public and includes, by way of illustration, real estate,

insurance, finance and securities investments, laundromats, dry cleaners, mailing/shipping services, diet and fitness centers, and appliance or small machine repair (excluding automotive).

- N. **“Corporate offices”** means establishments primarily engaged in providing internal office administration or service to other companies as opposed to services to the general public. Corporate office uses include, by way of illustration, business headquarters or administration, call centers, research offices, and professional services of a large scale. Generally, the majority of the traffic generated from a corporate office comes from its employees and not the general public.
- O. **“Convenience store”** means a retail store containing less than 2,000 square feet of gross floor area that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who typically purchase only a few items.

17.10.035 “D” Definitions.

- P. **“Data center”** means a facility used to house computer systems and associated components, such as telecommunications and storage systems for the storage, management and dissemination of data, generally including redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and various security devices. Large data centers can be industrial scale operations that have large electricity requirements and can be a source of air pollution from diesel exhaust.
- Q. **“Day care facilities”** means establishments for group care of nonresident adults or children, including day care centers and family day care homes.
- R. **“Designated manufactured home”** means a double-wide manufactured home constructed after June 15, 1976, with a pitched roof and exterior siding similar to site-built homes, and placed on a permanent foundation.
“Detached accessory dwelling unit” means an accessory dwelling unit that consists partly or entirely of a building that is separate and detached from a single-family housing unit, duplex, triplex, townhome, or other housing unit and is on the same property.
- S. **“Development”** means the division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; any mining, excavation, landfill or land disturbance, and any extension of the use of land.
- T. **“Diameter at breast height (DBH)”** means the diameter of a tree trunk measured at four and one-half feet above grade.
- U. **“Director”** means the director of community development, or equivalent position.
- V. **“Dispensary”** means a person who dispenses marijuana or cannabis for medical use to “qualifying patients” and/or “designated providers” as those terms are defined in RCW [69.51A.010](#).
- W. **“Dwelling” or “dwelling unit”** means any building or portion of a building which contains complete housekeeping facilities for one family, including provisions for sleeping, eating, cooking and sanitation, physically separated from any other dwelling unit which may be in the same building.

17.10.040 “E” Definitions.

- X. **“Extended care facilities”** means establishments for group care of resident adults that provide nursing and personal care services including medical supervision, counseling, rehabilitation, meal preparation, group activities, and similar activities.

17.10.045 “F” Definitions.

- Y. **“Family”** means one person, or two or more related persons, or not more than five unrelated persons living together as a single housekeeping unit.

~~Z.~~ **"Family Day Care Home"** means a day care facility for up to 12 children in a provider's home and licensed by the state.

~~AA.~~ **"Formula take-out food restaurant"** means a restaurant or establishment that (1) is required to offer standardized menus, ingredients and interior or exterior design; and (2) serves or delivers its food or beverages in disposable containers.

~~BB.~~ **"Front yard"** means the yard bordering on a street, and in the case of a corner lot may be either frontage.

17.10.050 "G" Definitions.

~~CC.~~ **"Garden window"** means factory assembled glazing in a frame of vinyl, aluminum or similar material, extends no closer than 36 inches to the floor below, and otherwise meets the size requirements for a bay window.

~~DD.~~ **"Gross floor area"** means the total area of a building measured by taking the outside dimensions of the building at each floor level intended for occupancy or storage.

"Gross floor area for a dwelling" means the interior habitable area of a dwelling unit including basements and attics but not including a garage or accessory structure.

~~EE.~~ **"Ground cover"** means grass, forbs, shrubs, and trees less than four inches DBH.

17.10.055 "H" Definitions.

~~FF.~~ **"Heavy/resource based industrial"** means establishments engaged in the mechanical or chemical transformation of natural resource raw materials, substances or components into new products, where such processing may use heavy equipment or machinery, involves outdoor activities, produces environmental disturbances including but not limited to noise, dust, smoke, fumes, vibration or glare, may involve the use, storage, production, transport or discharge of polluting or hazardous wastes or by-products, and typically involves outdoor storage of materials, products and equipment.

~~GG.~~ **"Height"** as applied to a building or structure means the vertical distance measured from the average elevation of the proposed finished grade around the building or structure to the highest point of a flat roof and to the mean height between eaves and ridge of a peaked roof.

~~HH.~~ **"Heritage tree"** means a tree designated by the city council as significant because of association with historic figures or events, rarity, extraordinary aesthetic value, or provision of exemplary habitat and cultural value due to age and species.

~~II.~~ **"Home occupation"** means a business or professional use carried on in a dwelling by a member of a family residing in the dwelling which is incidental to the use of the premises as a dwelling.

~~JJ.~~ **"Hotel"** means a building or portion of a building for the transient rental of units for sleeping purposes, with individual toilet facilities, and which may include dining, conference and meeting rooms and accessory shops and services catering to the general public.

17.10.060 "I" Definitions. (Reserved)

17.10.065 "J" Definitions. (Reserved)

17.10.070 "K" Definitions. (Reserved)

17.10.075 "L" Definitions.

- ~~KK~~. **"Light industrial/manufacturing"** means establishments engaged in the mechanical or chemical transformation of materials, substances or components into new products, when such processing is carried on indoors, produces minimal environmental disturbances including but not limited to noise, dust, smoke, fumes, vibration or glare, does not involve the use, storage, production, transport or discharge of polluting or hazardous wastes or byproducts, and does not involve outdoor storage of materials or products.
- ~~LL~~. **"Lot"** means a fractional part of subdivided lands having fixed boundaries and includes tracts or parcels.
- ~~MM~~. **"Lot lines"** means the property boundaries of a lot.
- ~~NN~~. **"Low impact development (LID)"** is as defined in SMC [15.18.040](#).
- ~~OO~~. **"Low impact development best management practices (LID BMPs)"** is as defined in SMC [15.18.040](#).

17.10.080 "M" Definitions.

1. **"Major transit stop"** means:
 - (a) A stop on a high-capacity transportation system funded or expanded under the provisions of Chapter 81.104 RCW;
 - (b) Commuter rail stops;
 - (c) Stops on rail or fixed guideway systems, including transitways;
 - (d) Stops on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or
 - (e) Stops for a bus or other transit mode providing actual fixed route service at intervals of at least fifteen minutes for at least five hours during the peak hours of operation on weekdays.
- ~~PP~~. **"Manufactured home"** means a building or portion of a building, designed for long-term residential use, manufactured off site, transported whole or in portions to a lot.
- ~~QQ~~. **"Marijuana" or "cannabis"** means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- ~~RR~~. **"Marijuana-infused products"** means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana-infused products" does not include useable marijuana.
- ~~SS~~. **"Marijuana processor"** means a person licensed by the State Liquor and Cannabis Board to process marijuana into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.
- ~~TT~~. **"Marijuana producer"** means a person licensed by the State Liquor and Cannabis Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.
- ~~UU~~. **"Marijuana retailer"** means a person licensed by the State Liquor and Cannabis Board to sell useable marijuana and marijuana-infused products in a retail outlet.
- ~~VV~~. **"Mobile home"** means a manufactured dwelling unit built upon a chassis, which may or may not be placed on a permanent foundation.
- ~~WW~~. **"Modular home"** means a structure or part of a structure capable of being transported from the place of fabrication to the site on which it is to be erected, where it is placed on a permanent

foundation which, together with the assembled structure, meets all the provisions of the Uniform Building Code for dwelling units.

~~XX.~~ **"Motel"** is a building or buildings, detached or in connected units, which are used for sleeping purposes, with individual toilet facilities, which may or may not have kitchen facilities, designed primarily for the accommodation of automobile travelers.

~~YY.~~ **"Multiple-family" or "multifamily"** means a building containing two or more dwelling units.

17.10.085 "N" Definitions.

~~ZZ.~~ **"Native vegetation"** means vegetation comprised of plant species, other than noxious weeds, which are indigenous to the Pacific Northwest Puget Sound Region and which reasonably could have been expected to naturally occur on the site.

~~AAA.~~ **"Neighborhood retail"** means pedestrian-oriented retail sales or service businesses limited in intensity, built in scale with and located to serve primarily the immediately surrounding neighborhood.

~~BBB.~~ **"Noxious weeds"** means as defined in SMC [15.20.020](#).

17.10.090 "O" Definitions.

"Owner" means any person who has at least 50 percent ownership in a property on which an accessory dwelling unit is located.

17.10.095 "P" Definitions.

~~CCC.~~ **"Parcel"** means a discrete quantity of land of any size which may be lawfully conveyed separately, which may or may not be subdivided or improved.

~~DDD.~~ **"Permeable pavement"** means as defined in SMC [15.18.040](#).

~~EEE.~~ **"Permitted use"** means any use authorized alone or in conjunction with any other use in a specified district.

~~FFF.~~ **"Premises"** means any building, structure, lot, parcel or tract.

~~GGG.~~ **"Principal use" or "primary use"** means the use for which a lot, structure or building, or the major portion thereof, is designed or actually employed.

"Principal unit" means the single-family housing unit, duplex, triplex, townhome, or other housing unit located on the same lot as an accessory dwelling unit.

~~HHH.~~ **"Professional services"** means businesses that provide services of a professional nature to clients either on or off site. Professional services include, by way of illustration, advertising, architecture, landscape architecture, engineering, planning, law, medicine, dentistry, optometry, massage, chiropractic, accounting, and any similar type of business.

17.10.100 "Q" Definitions. (Reserved)

17.10.105 "R" Definitions.

~~III.~~ **"Rear yard"** means the yard bordering the rear property line, which is the non-frontage lot line that connects side lot lines.

~~JJJ.~~ **"Recreation space"** means covered and uncovered space designed and intended for active or passive recreational activity, including but not limited to sports facilities, playgrounds, or wooded areas, and excluding driveways, parking areas and rockeries.

~~KKK~~. **“Retail outlet”** means a location licensed by the State Liquor and Cannabis Board for the retail sale of useable marijuana and marijuana-infused products.

~~LLL~~. **“Retail sales”** means businesses characterized by the sale of tangible goods directly to consumers.

~~MMM~~. **“Retail services”** means businesses characterized by personal services to the general public that typically also have a retail component. Retail services include, by way of illustration, barber, beauty, or nail salons, shoe repair, photo shops, and copy shops. Retail services do not include the sales, servicing, repair, or storage of motor vehicles.

17.10.110 “S” Definitions.

~~NNN~~. **“Setback”** means the distance buildings, structures or uses must be removed from a lot line, and in the case of a building, is measured from a property boundary to a building’s closest vertical wall.

~~OOO~~. **“Shell building”** means a building intended to be divided into an unknown number of units.

~~PPP~~. **“Shelters for temporary placement”** means housing units within the city that provide housing to persons on a temporary basis for a duration not to exceed four weeks.

“Short-term Rental” means a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, is offered or provided to a guest by a short-term rental operator, for a fee, for fewer than 30 consecutive nights.

~~QQQ~~. **“Side yard”** means the yard adjacent interior lot lines other than the rear lot line.

~~RRR~~. **“Significant tree”** means any evergreen tree of at least 15 inches DBH, and any deciduous tree, other than red alder and cottonwood trees, at least 12 inches DBH. Red alder and cottonwood trees of any size are not considered significant trees.

~~SSS~~. **“Single-family”** means a detached dwelling unit, other than a mobile home, containing one dwelling unit.

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

~~UUU~~. **“Specialty light industrial/manufacturing”** means a small-scale light industrial/manufacturing business under 10,000 square feet in total floor area whose products are of an art/craft or specialty food or beverage nature, which contains a storefront retail sales component which is open during normal retail business hours for the zoning district, and may provide an opportunity for customers or the general public to observe the product fabrication or manufacturing process. Specialty light industrial/manufacturing uses include, by way of illustration, microbreweries, coffee roasters, candy makers, and pottery, glassblowing and jewelry-making studios and any similar type of business.

~~VVV~~. **“Structure”** means that which is built or constructed, including any piece of work artificially built up or composed of parts joined together in some definite manner and having a permanent location on the ground.

17.10.115 “T” Definitions.

~~WWW~~. **“Transitional housing facilities”** means housing units within the city owned by public housing authorities, nonprofit organizations or other public interest groups that provide housing to

persons on a temporary basis for a duration not to exceed 24 months in conjunction with job training, self-sufficiency training, and human services counseling; the purpose of which is to help persons make the transition from homelessness to placement in permanent housing.

~~XXX.~~ **“Two-track driveway”** means as defined in Chapter [12.16](#) SMC.

17.10.120 “U” Definitions.

~~YYY.~~ **“Use”** means the nature of the occupancy, the type of activity, or the character and form of improvements to which land is devoted or may be devoted.

~~ZZZ.~~ **“Useable marijuana”** means dried marijuana flowers. The term “useable marijuana” does not include marijuana-infused products.

17.10.125 “V” Definitions.

~~AAAA.~~ **“Vegetated roof”** means a pervious growing medium, plants, and a moisture barrier constructed on top of a conventional flat roof or a sloped roof.

17.10.130 “W” Definitions.

~~BBBB.~~ **“Width”** when referring to the width of a lot, means the mean horizontal distance between the side lot lines.

17.10.135 “X” Definitions. (Reserved)

17.10.140 “Y” Definitions.

~~CCCC.~~ **“Yard”** means the area between a lot line and a building or structure.

17.10.145 “Z” Definitions”. (Reserved)

Chapter 17.15 RESIDENTIAL DISTRICT REGULATIONS

17.15.040 Area, height, setback and miscellaneous provisions.

A. The following table indicates restrictions and regulations for minimum lot areas, setbacks, and building height for all residential structures permitted in the R-C, R-1, R-2 and R-3 residential districts:

Table 1 – Area, Height, Setback and Miscellaneous Provisions

		R-C	R-1-10	R-1-7.5	R-1-4	R-2	R-3
1.	Minimum lot area – square feet (sf)	20,000 ¹	10,000 ⁵	7,500 ⁵	4,000 ⁵	6,000 ⁸	6,000
2.	Minimum lot area per dwelling – sf ²	5 acres	10,000	7,500	4,000	NA	NA
3.	Maximum density – dwelling units/acre ⁷	NA	NA	NA	NA	25	30
4.	Minimum front yard setback for all principal buildings ⁴	25 ft.	25 ft.	20 ft.	15 ft.	10 ft.	0 ft.

Table 1 – Area, Height, Setback and Miscellaneous Provisions

		R-C	R-1-10	R-1-7.5	R-1-4	R-2	R-3
5.	Minimum front yard setback for porches for principal buildings ⁴	15 ft.	15 ft.	13 ft.	8 ft.	7 ft. ⁴	7 ft. ⁴
6.	Minimum setback for all principal buildings and uses on a corner lot and building face which does not contain the main entry ⁴	25 ft.	20 ft.	15 ft.	12 ft.	10 ft.	10 ft.
7.	Minimum rear yard setback for all permitted principal buildings and uses ⁴	20 ft.	20 ft.	20 ft.	20 ft.	15 ft.	15 ft.
8.	Minimum rear yard setback for all accessory buildings and uses ⁴	10 ft.	10 ft.	3 ft.	3 ft.	3 ft.	3 ft.
9.	Minimum side yard setback for all permitted principal buildings and uses ⁴	10 ft.	10 ft.	5 ft.	5 ft.	5 ft. ⁶	5 ft. ⁶
10.	Maximum side yard setback for all accessory uses ⁴	5 ft.	5 ft.	3 ft.	3 ft.	3 ft.	3 ft.
11.	Maximum height for all permitted principal structures and ADUs ^{3, 4}	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.
12.	Maximum height for all permitted principal structures on lots 40 feet in width or less ^{3, 4}	NA	30 ft.	30 ft.	30 ft.	35 ft.	35 ft.
13.	Minimum width of lot	100 ft.	70 ft.	60 ft.	40 ft.	40 ft. ⁹	40 ft.
14.	Minimum width of lot with alley access	100 ft.	60 ft.	50 ft.	40 ft.	30 ft. ⁹	40 ft.

¹ The minimum lot area is less than the minimum lot area per dwelling to allow for the clustering of lots when developed together on a larger property.

² Minimum lot area does not apply to accessory dwelling units.

³ Church spires, church towers, flagpoles, antennas, and fire towers of a safe height may be permitted as a conditional use.

⁴ See subsection D of this section. See SMC [17.15.055](#) for additional setback requirements for the R-2 district.

⁵ See subsections F and G of this section.

⁶ See subsection B of this section.

⁷ Based on unconstrained, developable area. Applies to development of duplex, triplex, quadruplex or attached single-family units only. Accessory dwelling units shall not count toward maximum density.

⁸ Applies to subdivision for single-family detached lots only.

⁹ 30 ft. minimum required for development, but subdivisions allowed to create fee simple townhouse lots smaller than this minimum.

CHAPTER 17.32 FBMU FORM-BASED MIXED USE DISTRICT REGULATIONS

17.32.070 Site Design.

F. Accessory Dwelling Units.

1. Intent.
 - a. To encourage the development of accessory dwelling units (ADUs) in residential.
2. ADU Location and Design.
 - ~~a. ADUs may be set back five feet from the alley right of way and may be set back three feet from the side and rear yard as an accessory use.~~
 - ~~b. ADUs must otherwise comply with the design requirements of this chapter, and other governing chapters including SMC 17.55.070, Accessory dwelling units. (Ord. 1172 § 2, 2016).~~
 - a. ADUs shall comply with the design requirements of this chapter as they pertain to the principal unit on a parcel, but no additional restrictions exceeding those required for the principal dwelling unit shall be required.

CHAPTER 17.55 USE AND OTHER REGULATIONS

17.55.070 Accessory Dwelling Units (ADUs).

Accessory dwelling units (ADUs), when permitted as an allowable use, shall be subject to the following standards and criteria:

- A. ~~Only one~~ Up to two (2) accessory dwelling units shall be ~~created~~ permitted per lot in single-family residential zones.
- B. An accessory dwelling unit may be constructed within either an existing or a new single-family residence (principal dwelling unit).
- C. The accessory dwelling unit or units may be attached to, or detached from, the principal unit.
- ~~D. Any additions to the principal unit, or a new detached accessory unit, shall not exceed the allowable lot coverage or encroach into the existing setbacks.~~
- ~~E. Either the primary residence or the accessory dwelling unit shall be owner occupied. An application for a certificate of zoning compliance for an accessory dwelling unit shall include a letter from the owner(s) stating that the owner(s) shall occupy one of the dwelling units on the premises, except for bona fide temporary absences for up to four months out of each year.~~
- ~~F. The accessory dwelling unit shall not be larger than 40 percent of the lot area or 600 1000 square feet of gross floor area, whichever is smaller and shall have no more than one bedroom.~~
- ~~G. One off-street parking space, in addition to that which is required for the underlying zone, shall be provided. Parking spaces include garages, carports, driveways or other off-street areas reserved for vehicles.~~
- E. If the parcel is within one half mile of a major transit stop, or is less than 6000 square feet in size, then off-street parking for the ADU is not required.

- F. ADUs shall comply with the design requirements of this Code as they pertain to the principal dwelling unit on a parcel, but no additional restrictions exceeding those required for the principal dwelling unit shall be required.
- ~~H. The accessory dwelling unit shall be designed so that, to the degree reasonably feasible, the appearance of the principal unit and lot remain that of a single-family residence.~~
- G. ~~I.~~ The design and size of the accessory dwelling unit shall conform to the building, plumbing, electrical, mechanical, fire, health and any other applicable codes. When there are practical difficulties involved in carrying out the provisions of this section, the building official may grant modifications for individual cases.
- H. ~~J.~~ The living space of all accessory dwelling units established in the floodplain shall be elevated to one foot above the 100-year flood elevation.

Exhibit 1. Snoqualmie Accessory Dwelling Unit / HB 1337 Crosswalk

SMC	Existing Code	New Regulation – HB 1337	Consistent?
17.32.070(F)(2)	ADU Location and Design. a. ADUs may be set back five feet from the alley right-of-way and may be set back three feet from the side and rear yard as an accessory use. b. ADUs must otherwise comply with the design requirements of this chapter and other governing chapters including SMC 17.55.070 , Accessory dwelling units.	A city or county may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for accessory dwelling units that are more restrictive than those for principal units.	Yes
17.55.070(A)	Only one accessory dwelling shall be created per lot in single-family zones.	The city or county must allow at least two accessory dwelling units on all lots that are in all zoning districts within an urban growth area that allow for single-family homes in the following configurations: (i) One attached accessory dwelling unit and one detached accessory dwelling unit; (ii) Two attached accessory dwelling units; or (iii) Two detached accessory dwelling units, which may be comprised of either one or two detached structures.	No, needs revision
17.10.020	No definition for principal Unit	Definitions, Principal Unit.	No, needs revision
17.55.070(D)	Any additions to the principal unit, or a new detached accessory unit, shall not exceed the allowable lot coverage or encroach into the existing setbacks.	A city or county may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for accessory dwelling units that are more restrictive than those for principal units.	Yes
17.55.070(E)	Either the primary residence or the accessory dwelling unit shall be owner occupied.	The city or county may not require the owner of a lot on which there is an accessory dwelling unit to reside in or occupy the accessory dwelling unit or another housing unit on the same lot.	No, needs revision

Exhibit 1. Snoqualmie Accessory Dwelling Unit / HB 1337 Crosswalk

SMC	Existing Code	New Regulation – HB 1337	Consistent?
17.55.070(F)	The accessory dwelling unit shall not be larger than ten percent (10%) of the lot area or 600 square feet, whichever is smaller, and shall have no more than one bedroom.	The city or county may not establish a maximum gross floor area requirement for accessory dwelling units that is less than 1,000 square feet. A city or county must allow accessory dwelling units to be converted from existing structures, including but not limited to detached garages, even if they violate current code requirements for setbacks or lot coverage	No, needs revision
17.55.070(G) and 17.65.150, Table 1	One off-street parking space, in addition to that which is required for the underlying zone.	A city or county may not require more than one off-street parking space per unit as a condition of permitting development of accessory dwelling units on lots smaller than 6,000 square feet... or require more than two off-street parking spaces per unit as a condition of permitting development of accessory dwelling units on lots greater than 6,000 square feet.	No, needs revision
17.55.070(H)	The accessory dwelling unit shall be designed so that, to the degree reasonably feasible, the appearance of the principal unit and lot remain that of a single-family residence.	A city or county may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for accessory dwelling units that are more restrictive than those for principal units.	Yes
17.55.070	Only one accessory dwelling shall be created per lot in single-family zones.	The city or county must allow at least two accessory dwelling units on all lots that are in all zoning districts within an urban growth area that allow for single-family homes. The city or county must allow an accessory dwelling unit on any lot that meets the minimum lot size required for the principal unit	No, needs revision
17.15.040	Height limit of thirty-five feet (35') for residential zones	The city or county may not establish roof height limits on an accessory dwelling unit of less than twenty-four feet (24'), unless the height limitation that applies to the principal unit is less than twenty-four (24'), in which case a city or county may not impose roof height limitation on accessory dwelling units that is less than the height limitation that applies to the principal unit.	Yes
17.55.070	Shall not exceed the allowable lot coverage or encroach into the existing setbacks, ten feet (10') rear.	A city or county must allow detached accessory dwelling units to be sited at a lot line if the lot line abuts a public alley, unless the city or county routinely plows snow on the public alley.	No, needs revision

Exhibit 1. Snoqualmie Accessory Dwelling Unit / HB 1337 Crosswalk

SMC	Existing Code	New Regulation – HB 1337	Consistent?
17.50.070	ADUs may be constructed in either an existing or new single-family residence, including garages.	A city or county must allow accessory dwelling units to be converted from existing structures, including but not limited to detached garages, even if they violate current code requirements for setbacks or lot coverage.	Yes



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-121
October 9, 2023
Consent Agenda

Item 9.

AGENDA BILL INFORMATION

TITLE:	AB23-121: Interlocal Agreement between the Cities of Sunnyside and Snoqualmie for Jail Services	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Approve and authorize 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/Peer	Choose an item.	Click or tap to enter a date.
	Finance	Janna Walker	Click or tap to enter a date.
	Legal	David Linehan	Click or tap to enter a date.
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Police		
STAFF:	Brian Lynch, Interim Chief of Police		
COMMITTEE:	Public Safety	COMMITTEE DATE: October 2, 2023	
EXHIBITS:	1. Proposed Interlocal Agreement (ILA)		

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

SUMMARY

INTRODUCTION

The purpose of this agenda bill is to authorize approval of a new, 2023-2024 Interlocal Agreement (ILA) with the City of Sunnyside for Jail Services. The ILA provides for fees to be paid for the long-term confinement (long-term meaning 30 days or greater) of prisoners after they have been sentenced.

BACKGROUND

This would be the inaugural Interlocal Agreement with the City of Sunnyside for housing of inmates at their Jail. The ILA would automatically renew at the beginning of each year with an anticipated 5% rate increase each year.

Interim Chief Lynch recently toured the Sunnyside Jail facility and received a contract proposal for long-term confinement of our prisoners. This proposal would be a significant savings compared to what the Snoqualmie Police Department is paying currently at the Issaquah Jail and the SCORE Jail facility in Seatac.

BUDGET IMPACTS

The proposed 2023-24 ILA includes the following fees for confinement:

2023 Base fee for confinement per day: \$60.00

2024 Base fee for confinement per day: \$63.00

Transportation of prisoners: Included in confinement fee (Sunnyside will provide once a week pickup at our jails, and a bus ticket back to the Seattle area at the end of the inmate's sentence)

Actual costs at Issaquah Jail and SCORE are \$147.00 to \$199.00 per day. This agreement generates a savings of approximately \$80.00-\$140.00 per day. Those long-term confinements would also occupy a guaranteed bed causing other bookings to be at a higher non-guaranteed bed rate. The department currently has seven (7) inmates being housed for long-term periods of time post sentencing. It is estimated that sending these seven (7) inmates to Sunnyside Jail would save approximately \$56,000.00 over the term of their confinement.

NEXT STEPS

N/A.

PROPOSED ACTION

Move to approve the Interlocal Agreement Between the Cities of Sunnyside and Snoqualmie for Jail Services and authorize the Mayor to sign.

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
 818 East Edison
 Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
 AND THE CITY OF SNOQUALMIE, WASHINGTON, FOR THE HOUSING OF
 INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this _____, 2023, by and between THE CITY OF SNOQUALMIE, Washington, hereinafter referred to as "CITY", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and CITY are authorized by law to have charge and custody of the Sunnyside City Jail and CITY prisoners or inmates, respectively; and

WHEREAS, CITY wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect upon the date of execution, shall continue in effect through the end of 2023, and shall automatically renew for successive one-year periods on January 1 each year thereafter, unless terminated by either party pursuant to Section 3, below. Nothing in this Agreement shall be construed to require CITY to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by at least ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice unless a later date is specified in the notice. Within said ninety (90) days, or such later date as is mutually agreed by the parties, CITY agrees to remove its inmate(s) from Sunnyside.

(b) By CITY due to lack of funding. The obligation of CITY to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by CITY. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then CITY shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to CITY.

(c) Termination for Breach. In the event CITY breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of Sunnyside giving CITY written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate CITY'S rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, CITY shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until CITY retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside:	City of Sunnyside 818 E. Edison Avenue Sunnyside, WA 98944
Primary Contact Person:	Andrew Gutierrez, Corrections Sergeant 509-836-6200, agutierrez@sunnyside-wa.gov
Secondary Contact:	Johnnie Gusby, Support Services Commander 509-836-6216, JGusby@sunnyside-wa.gov
To CITY/COUNTY OF:	City of SNOQUALMIE 34825 SE Douglas ST Snoqualmie, WA 98065 Billing: <i>email</i>
Primary Contact Person:	Brian Lynch, Interim Police Chief 425-999-1522, blynch@snoqualmiewa.gov
Secondary Contact:	Pamela Mandery, Police Support Officer 425-888-3333, pmandery@snoqualmiewa.gov Communications: 425-391-1035

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "**Medium**" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "**Maximum**" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house CITY inmates for compensation per inmate at the rate of \$60.00 per day. This includes minimum and medium classification inmates. Sunnyside anticipates a 5% increase in this fee upon the automatic renewal of the agreement each year. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of CITY inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to CITY, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against CITY.

(b) Billing and Payment. Sunnyside agrees to provide CITY with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. CITY agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. CITY shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of CITY are confined in order to determine if such jail maintains standards of confinement acceptable to CITY and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from CITY and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to CITY for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either CITY or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. CITY may transfer to Sunnyside only agreed amounts of personal property of CITY inmates recovered from or surrendered by inmates to CITY upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or CITY.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to CITY inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed CITY inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, CITY shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to CITY inmates. CITY shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for CITY's review at its request, to the extent consistent with confidentiality regulations. Any

medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to CITY as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, CITY agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, CITY will be notified by contacting the duty supervisor at CITY prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to CITY inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to CITY by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill CITY directly. CITY will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of CITY. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) CITY shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, CITY shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of CITY legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from THE CITY or by order of any court having jurisdiction. CITY hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove CITY inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform CITY of the whereabouts of the inmate or inmates so removed, at the earliest

practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any CITY inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to CITY. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a CITY inmate, the Yakima County Coroner shall be notified. CITY shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify CITY of the death of a CITY inmate, furnish information as requested and follow the instructions of CITY regarding the disposition of the body. CITY hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of CITY. Written notice shall be provided within three weekdays of receipt by CITY of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by CITY. With CITY's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by CITY. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) CITY shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKE OF INMATES. Upon request from Sunnyside, CITY shall, at its expense, retake any CITY inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any CITY inmate is terminated for any reason, CITY shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend CITY, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of CITY, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 CITY– HOLD HARMLESS AND INDEMNIFICATION. CITY agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of CITY, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) CITY's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from CITY when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from CITY who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) CITY prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to CITY's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of CITY for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of CITY under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or

ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and Sunnyside's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between CITY and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: _____
Elizabeth Alba, City Manager

ATTEST:

Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

Kerr Law Group, PLLC,
CITY/COUNTY OF
Attorneys for the City of Sunnyside

CITY OF SNOQUALMIE

By: _____
Katherine Ross, Mayor

ATTEST:

Name, City Clerk

APPROVED AS TO FORM:

Attorney for the City of Snoqualmie

STATE OF WASHINGTON)

: ss.

THE CITY OF CITY/COUNTY OF)

On this day personally appeared before me Elizabeth Alba, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

On this day personally appeared before me _____, *Mayor*, of the CITY OF SNOQUALMIE, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My Commission Expires: _____



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-118
October 9, 2023
Committee Report

AGENDA BILL INFORMATION

TITLE:	AB23-118: WIRE2023-0001: Wireless Communication Facilities Permit and Conditional Use Permit Deliberation and Decision	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Review and adopt the Hearing Examiner's report and recommendation for approval of a new wireless communication facility in the City of Snoqualmie.	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director	Emily Arteche	9/26/2023
	Finance	n/a	
	Legal	David Linehan	10/5/2023
	City Administrator	Mike Chambless	9/27/2023

DEPARTMENT:	Community Development		
	STAFF: Emily Arteche, Community Development Director; Andrew Levins, Planning Consultant		
	COMMITTEE: Community Development		COMMITTEE DATE: October 2, 2023
	EXHIBITS: 1. Hearing Examiner Findings and Recommendation of Approval 2. Staff’s Report to the Hearing Examiner 3. WCFP and CUP Application Plan Set		

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

SUMMARY

INTRODUCTION

CoreOne Consulting, on behalf of DISH Wireless, applied for a wireless communications facilities permit and conditional use permit for a proposed wireless facility on property located at 7917 Center Boulevard in the City. As required by the Snoqualmie Municipal Code, the wireless facility is a stealth facility and is designed to appear as the third story of an existing nonresidential building. The application is a Category III decision with a Hearing Examiner recommendation and final decision on the application made by City Council, sitting as a quasi-judicial decision-maker.

PROJECT DESCRIPTION AND APPLICABLE CODES

Applicant DISH Wireless applied on May 8, 2023 for a site plan permit, Wireless Communications Facility Permit ("WCFP") and Conditional Use Permit ("CUP") for a proposed wireless communications facility ("WCF") located at 7917 Center Boulevard in the City of Snoqualmie, on property subject to the Snoqualmie Ridge I Mixed Use Final Plan, and designated as Neighborhood Retail Center. The design of the stealth WCF includes nine antennas, up to eighteen remote radio units, and three surge protection devices located behind stealth screening that is designed to look like the third story of the existing building. The proposed stealth structure

will be clad with siding material and a cornice element that mimics the architectural features and colors of the existing building and screens the wireless equipment from view as seen from any angle on the ground and adjacent properties. An equipment support cabinet and access ladder will be placed on the main roof level, with most ancillary equipment proposed to be located within the existing void of the false second level of the building. An additional access ladder with anticlimbing security measures is proposed on the west side of the building.

The application is governed by the City's adopted Wireless Communications Facilities ordinance (see Chapter 17.77 SMC), Mixed Use zoning standards (Chapter 17.30 SMC), and other applicable city ordinances. Pursuant to SMC 17.77 Table 1, "macrocell" wireless communication facilities mounted on an existing nonresidential building are allowed in districts designated for neighborhood business in a mixed-use final plan with CUP and WCF permit approval, provided that it is a "stealth" facility. Additional details about the proposal are fully described in the attached report and recommendations of the Hearing Examiner.

The WCFP application studied collocation alternatives and determined that a greater degree of wireless service would be provided from this location than others existing in Snoqualmie. Due to height and aesthetic restrictions, the proposal is not designed for additional collocation, but could be modified in the future if the Municipal Code were amended to allow increased height for stealth wireless facilities. The applicant submitted a radio frequency power density analysis, which found that the power density would not exceed FCC limits for the general population in areas that are accessible to the public.

PROCEDURAL BACKGROUND

Notice of the application was mailed to property owners within 500 feet of the site, published in the Seattle Times on June 12, 2023, and posted on-site on July 5, 2023. Due to the delay in site posting, the original comment period was extended from June 27, 2023 to July 14, 2023. One public comment was received in favor of the application. City staff found that the design of the proposed facility is consistent with the requirements of the Snoqualmie Municipal Code in its report to the Hearing Examiner.

The Hearing Examiner conducted a virtual open-record hearing on the application via Zoom on September 11, 2023. Notice of the public hearing was mailed to property owners within 500 feet of the site, published in The Seattle Times, and posted on site on September 1, 2023. Public comment on the application included comments in support due to the poor cellular coverage in the vicinity and the proposed camouflaging of the facility, as well as questions relating to the potential for future collocation of other carriers and RF impacts. In order to ensure public access to the virtual hearing process, the record was held open two business days (through September 13, 2023) to allow written public comment to be received from members of the public who may have had difficulty joining the virtual hearings, with additional time arranged for responses by the parties. No post-hearing public comment was submitted, and the record closed on September 13, 2023.

Based on the information and analysis presented in the staff report and the evidence presented at the open-record hearing, the Hearing Examiner has recommended approval of the WCFP and CUP. The Hearing Examiner's report of her findings, conclusions, and recommendation is attached.

Note regarding SEPA review: WAC 197-11-800(25) states that the siting of wireless service facilities that is less than 60 feet in height and located in a commercial zone is categorically exempt from the requirements of the State Environmental Policy Act ("SEPA"). The current application does not propose a wireless service tower that is greater than or equal to 60 feet. The SMC has adopted WAC 197-11-800 by reference. Therefore, the current application is exempt from SEPA review.

NEXT STEPS

As a Category III decision, the City Council, sitting in its capacity as a quasi-judicial body, makes the final decision to approve, deny, or condition the application for the WCFP and CUP, based on the evidence in the

record and the recommendations of the Hearing Examiner. The City Council may deliberate (either confidentially in a closed session or in a public meeting) and render a decision during the October 9, 2023, meeting, or if additional time is needed to review the Hearing Examiner's recommendations and/or to consult with staff or legal counsel concerning the decision, the Council may defer its decision to the following meeting.

PROPOSED ACTION

Motion to approve the application of DISH Wireless for a Wireless Communications Facilities Permit and Conditional Use Permit, and to adopt the findings, conclusions, and recommendations of the Hearing Examiner as those of the City Council.

**BEFORE THE CITY OF SNOQUALMIE
HEARING EXAMINER**

In the Matter of the Application of)	
)	NO. WIRE2023-0001
Dish Wireless)	
)	
For approval of a Conditional Use Permit and)	FINDINGS, CONCLUSIONS,
Wireless Communication Facility Permit)	AND RECOMMENDATION
)	

SUMMARY OF RECOMMENDATION

The request for a conditional use permit and wireless communication facility permit to install a stealth structure wireless communication facility at 7917 Center Boulevard, Snoqualmie, Washington should be **APPROVED**.

SUMMARY OF RECORD

Request:

Dish Wireless requested a conditional use permit and wireless communication facility permit to install a stealth structure wireless communication facility on top of an existing commercial building at 7917 Center Boulevard, Snoqualmie, Washington. The wireless communication facility would consist of nine panel antennas, up to 18 remote radio units, and three surge protection devices to be located behind a proposed architectural feature designed to look like a third story building addition. An associated support cabinet, safety climbing ladder, and other ancillary equipment would be placed on the main roof level and would be concealed within the void of the false second level of the building. An additional access ladder with anticlimbing security measures would be placed on the west side of the building.

Hearing Date:

The Snoqualmie Hearing Examiner conducted a virtual open record hearing on the request via Zoom on September 11, 2023. In order to ensure public access to the virtual hearing process, the record was held open two business days (through September 13, 2023) to allow written public comment from members of the public who may have had difficulty joining the virtual hearings, with additional time arranged for responses by the parties. No post-hearing public comment was submitted, and the record closed on September 13, 2023.

The Examiner did not conduct an in-person site visit, but she viewed the subject property and environs on Google Maps.

Testimony:

At the open record hearing, the following individuals presented testimony under oath:

Andrew Levins, Land Use Planning Consultant, City of Snoqualmie

Jamo Stephenson, Site Acquisition Planning Manager, Core One Consulting (Applicant Representative)

Grant Marohnich

Kindra Perkins

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report and Recommendation to the Hearing Examiner, dated September 1, 2023
2. Pre-Application Form, dated May 8, 2023
3. General Land Use Application Form, dated May 8, 2023
4. Wireless Communication Facilities Permit Application Form, dated May 8, 2023
5. Conditional Use Permit Checklist, dated May 8, 2023
6. Justification of Documents not Necessary for CUP Review, dated May 8, 2023
7. Project Narrative, dated May 8, 2023
8. Photo Simulations, dated May 8, 2023
9. Letter of Authorization, dated May 8, 2023
10. Application Plan Set, dated May 8, 2023
11. Structural Analysis, dated May 8, 2023
12. NIER Report, dated May 8, 2023
13. Proposed Service Area Coverage Study, dated May 8, 2023
14. Title Report, dated May 8, 2023
15. List of Addresses within 500 Feet of Property, dated May 8, 2023
16. SEPA Checklist, dated May 8, 2023
17. Notice of Completeness, dated May 30, 2023
18. Notice of Application, Affidavit of Mailing, dated June 12, 2023
19. Public Comment received on Notice of Application, dated June 22, 2023
20. Revised Notice of Application, Affidavit of Posting, dated July 7, 2023
21. Applicant Response to City Comments, dated August 17, 2023
22. Revised Plan Set with Engineer's Stamp, dated August 17, 2023
23. Applicant Engineer's Credentials, dated August 17, 2023
24. Notice of Public Hearing, dated September 1, 2023

After considering the testimony and exhibits admitted into the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. Dish Wireless (Applicant) requested a conditional use permit (CUP) and wireless communication facility permit¹ to install a stealth structure wireless communication facility (WCF) on top of an existing commercial building at 7917 Center Boulevard, Snoqualmie, Washington.² The WCF would consist of nine panel antennas, up to 18 remote radio units, and three surge protection devices to be located behind a proposed architectural feature designed to look like a third story building addition. An associated support cabinet, safety climbing ladder, and other ancillary equipment would be placed on the main roof level and would be concealed within the void of the false second level of the building. An additional access ladder with antilimbing security measures would be placed on the west side of the building. *Exhibits 1, 3, 4, 7, and 22.*
2. The application was determined to be complete on May 30, 2023. *Exhibit 17.*
3. The subject property is located within the Snoqualmie Ridge 1 (SR 1) master planned community, and the governing SR 1 Mixed Use Final Plan (MUFP) designates the subject property as Neighborhood Center Retail. The MUFP and associated development standards do not contain standards applicable to wireless communications facilities. Consequently, in the absence of conflicting master plan standards, the City's adopted Wireless Communication Facilities ordinance (Snoqualmie Municipal Code (SMC) Chapter 17.77), Mixed Use (MU) zoning standards (SMC 17.30), and other applicable ordinances apply to the proposal. *Exhibit 1.*
4. The City of Snoqualmie Comprehensive Plan contains objectives and policies that are relevant to the proposal, including Policy 7.6.6, requiring communication utilities to minimize visual impacts on adjacent properties and provide an appearance as compatible as possible with uses allowed in the zone, and Objective 9.3, to ensure adequate and reliable utility facilities and services to meet the demands of existing customers and future development. *Exhibit 1; Snoqualmie 2032 – City of Snoqualmie Comprehensive Plan (December 8, 2014).*
5. Pursuant to SMC 17.77 Table 1, “macrocell” wireless communication facilities mounted on an existing nonresidential building are allowed in districts designated for neighborhood business in a mixed-use final plan with CUP and WCF permit approval, provided that it is a “stealth” facility.³ *Exhibit 1; SMC 17.77.030.B; SMC 17.77, Table 1.*

¹ The Applicant also requested a site plan permit in conjunction with the proposal, but the site plan will be administratively approved after approval of the CUP and WCF permit. *Exhibit 3; Andrew Levins Testimony.*

² The legal description of the property is Lot 2 of City of Snoqualmie Binding Site Improvement Plan and Certificate of Segregation No. BSIP 00-02, filed in Volume 197 of Plats, Pages 46-48, King County Washington, recording no. 20010102000217. The subject property is also known as Tax Parcel Number 785196-0020. *Exhibit 3.*

³ SMC 17.77.020.S defines a “macrocell facility” as follows: “Macrocell facility” means a large wireless communication facility that provides radio frequency coverage served by a high power cellular base station. Generally, macrocell antennas are mounted on ground-based towers, rooftops and other existing structures, at a height that provides a clear view over the surrounding buildings and terrain. Macrocell facilities typically cover large geographic areas with relatively high capacity and are capable of hosting multiple wireless service providers.

SMC 17.77.020 defines a “stealth structure” as a WCF “that is integrated as an architectural feature of a structure so that the purpose of the facility ... is not readily apparent as seen from any street or adjacent property, improved or unimproved.” *SMC 17.77.020.BB*. In this case, the proposed WCF would be screened behind a third-floor building façade. The screening structure would be clad with siding materials and a cornice element that would mimic the architectural features and colors of the existing building and would screen the equipment from view from all angles. *Exhibits 1 and 22*.

6. The stealth structure would be approximately 225 square feet in area and 11 feet tall. The total building height with the addition of the stealth structure would be 45 feet, four inches. This height would be consistent with the four-story height limit of the MU zone. *SMC 17.30.070.D; Exhibit 22; Testimony of Jamo Stephenson and Andrew Levins*.
7. Consistent with the application requirements of SMC 17.77.030.C, the Applicant identified the geographic service area for the proposed facility, with mapping demonstrating that the proposed facility is needed to address a gap in service coverage, and that alternative designs and sites were considered but found not to satisfy the Applicant’s coverage goals. The maps depict that centering the antennas at a lower elevation of 28 feet (i.e., flush-mounting them to the false second story of the building) would not fill the service coverage gap, nor would installing the antennas at the 40-foot level of existing BPA towers on the golf course service road off Snoqualmie Parkway. *Exhibits 7 and 13*.
8. Consistent with the application requirements of SMC 17.77.030.C, the Applicant submitted photo-simulations depicting the visual impact of the proposed facility. With the stealth structure proposed, which would be designed to look like a third-floor addition to the existing building, the wireless communications facility equipment would be invisible from all directions. *Exhibit 8*.
9. It would not be feasible for other carriers to collocate onto the proposed WCF due to applicable height restrictions. SMC 17.77.050.C.1.c.iv limits the height of a roof-mounted antenna to 15 feet above the roof proper of the existing building, as measured from the attachment point to the top of the directional panel antenna. The proposed WCF would meet this limitation. However, because approximately five feet of vertical separation is required between carriers, it would not be possible to mount additional antennas on the proposed structure without exceeding the limitation. *Exhibits 1, 7, and 21; Jamo Stephenson Testimony*.
10. Although SMC 17.77.030.C.9 lists a landscape plan as an application requirement for a WCF, no landscape plan was submitted - and none is required - because the WCF would be placed on top of an existing building and screened architecturally, with no changes to the surrounding site. No existing landscaping would be removed as a result of the proposal. *Exhibits 1, 6, 8, and 22*.

11. The Applicant submitted a structural analysis indicating that the antenna and support structure would meet applicable design requirements and that the existing and proposed structures can support the proposed loading. *Exhibit 11.*
12. The Applicant submitted a radio frequency (RF) power density analysis, which found that the power density would exceed Federal Communications Commission (FCC) limits for general population and occupational environments on the upper roof level (i.e., in front of proposed antennas) and would exceed FCC limits for general population environments on the main roof level. However, these areas would not be accessible to the public and the only mitigation needed to meet FCC requirements would be to install applicable notice and/or caution signage at the access ladder to the main roof and at the upper roof level to warn WCF maintenance personnel or other agents of the property owner or tenants who would need to occasionally visit these limited-access areas. The power density at the ground level would not exceed FCC limits. *Exhibit 12; Jamo Stephenson Testimony.*
13. Second story businesses in the vicinity are not expected to be adversely affected by RF emissions because the high power density would affect a radius of approximately 10 feet from the antennas, which would not overlap another building. *Exhibit 12; Jamo Stephenson Testimony.*
14. No portion of the antenna array, or any other feature of the WCF, would extend beyond the property lines. *Exhibits 1 and 22.*
15. The subject property contains 50 parking stalls, none of which would be removed for construction of the WCF. *Exhibits 1 and 22.*
16. Once construction is complete, the WCF would not generate traffic other than periodic maintenance visits, which the Applicant representative estimated to be less frequent than once monthly. *Jamo Stephenson Testimony.*
17. No lighting or other marking of the WCF is proposed. No commercial signage is proposed. *Exhibit 1.*
18. Because all equipment would be within the building, and no back-up generator is proposed, no noise would be perceptible at the surrounding property lines. *Exhibit 1; Jamo Stephenson Testimony.*
19. City Planning Staff closely analyzed the application for compliance with the applicable provisions of SMC Chapter 17.77. Staff's findings on project consistency (see Exhibit 1, pages 4 - 9) are incorporated herein except as otherwise described above. *Exhibit 1.*
20. The proposal is exempt from review under the State Environmental Policy Act (SEPA) pursuant to Washington Administrative Code (WAC) 197-11-800(25) (exempting wireless service facilities of less than 60 feet in height in a commercial zone). *Exhibit 1.*

21. Notice of the application was mailed to property owners within 500 feet of the site, published in the *Seattle Times* on June 12, 2023, and posted on-site on July 5, 2023. Due to the delay in site posting, the original comment period was extended from June 27, 2023 to July 14, 2023. *Exhibits 18 and 20; Andrew Levins Testimony.*
22. Notice of the public hearing was mailed to property owners within 500 feet of the site, published in *The Seattle Times*, and posted on site on September 1, 2023. *Exhibits 1 and 24.*
23. Public comment on the application included comments in support due to the poor cellular coverage in the vicinity and the proposed camouflaging of the facility, as well as questions relating to the potential for future collocation of other carriers and RF impacts. *Exhibit 19; Testimony of Grant Marohnich and Kindra Perkins.*
24. Having considered all public comment and heard all testimony, City Planning Staff maintained their recommendation for approval of the proposal. *Andrew Levins Testimony.*

CONCLUSIONS

Jurisdiction:

The Hearing Examiner is authorized to conduct open record hearings and issue recommendations to City Council on wireless communication facility conditional use permits pursuant to SMC 14.30.020.B.

Criteria for Review:

Conditional Use Permit

Pursuant to SMC 17.55.030.B, the hearing examiner may grant a conditional use permit if all of the following criteria are met:

1. The proposed use will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and in the district in which the subject property is situated;
2. The proposed use shall meet or exceed applicable performance standards;
3. The proposed development shall be compatible generally with the surrounding land uses in terms of traffic and pedestrian circulation, building, and site design;
4. The proposed use shall be in keeping with the goals and policies of the comprehensive plan; and
5. All measures should be taken to minimize the possible adverse impacts which the proposed use may have on the area in which it is located.

Wireless Communication Facility Permit

Approval of a wireless communication facility permit requires consistency with the location criteria and development standards of SMC 17.77.⁴ These standards are summarized on pages 4 through 9 of the City Staff Report (Exhibit 1).

Conclusions Based on Findings:

Conditional Use Permit

1. The proposed use would not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity. The use would not generate significant traffic, parking demand, or noise. The use would not be visible behind the proposed third-floor building façade. The level of RF emissions anticipated to be generated would be within federal limits in all publicly accessible areas. *Findings 1, 5, 8, 12, 13, 15, 16, and 18.*
2. The proposal complies with applicable performance standards, including those set forth in SMC 17.55.080 and those specific to WCFs set forth in SMC Chapter 17.77. No exterior lighting is proposed, and any equipment noise would be contained within the building. RF emissions would satisfy FCC standards in public areas. *Findings 11, 12, 13, 17, 18, and 19.*
3. The proposal would be compatible with surrounding land uses. The stealth structure would mimic the architectural style of the existing building and comply with the height limitation of the underlying zone. The use would not affect existing traffic or pedestrian circulation patterns and, aside from the additional stealth structure on top of the existing building, would not alter the existing site design. *Findings 1, 5, 6, 8, 10, 15, and 16.*
4. The proposal is consistent with the Comprehensive Plan, in that it meets a demonstrated communications need and minimizes visual impacts. *Findings 1, 4, 5, 7, 8, and 23.*
5. Potential adverse impacts have been minimized with the proposal as submitted. No additional conditions of approval are needed.

Wireless Communication Facility Permit

6. The proposal is consistent with the standards of SMC Chapter 17.77. The Applicant provided the plans and studies required for evaluation of the proposal. The stealth WCF is proposed to be integrated into the underlying building as an architectural feature, consistent with the ordinance. The antennas would not extend more than 15 feet above the roof of the building and would not extend over surrounding property lines. The supporting equipment would be located within the building without impacting existing parking spaces or landscaping. No commercial signs or lighting are proposed. Noise would be contained within the building. The Applicant has

⁴ No other criteria are identified in the chapter.

demonstrated that collocation of other antennas is not feasible. *Findings 1, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19.*

RECOMMENDATION

Based on the preceding findings and conclusions, the request for a conditional use permit, wireless communication facility permit, and site plan permit to install a stealth structure wireless communication facility at 7917 Center Boulevard, Snoqualmie, Washington should be **APPROVED.**

RECOMMENDED September 22, 2023.

By:



Sharon A. Rice
City of Snoqualmie Hearing Examiner



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CITY OF SNOQUALMIE
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF FINDINGS AND RECOMMENDATION
DISH WIRELESS, CENTER BOULEVARD
(WIRE2023-0001)

A. SUMMARY OF PROPOSED ACTION:

This report summarizes Staff's review and recommendation of the application for a conditional use permit ("CUP") and wireless communication facility permit ("WCFP") and site plan permit. The application proposes nine antennas to be located within a new stealth structure designed to architecturally screen antenna equipment atop an existing nonresidential building located at 7917 Center Boulevard in the City of Snoqualmie, Washington, with ancillary equipment supporting the operation of the antennas located in the existing void of a false second story over the existing commercial space and on the roof of the building. Pursuant to SMC 14.30.020.B, the application is a Category III decision and requires a predecision open record hearing and decision by City Council.

B. GENERAL INFORMATION:

Property Owner:	Snoqualmie Ridge Center, LLC
Applicant:	Dish Wireless
Agent:	Jamo Stephenson, CoreOne Consulting
Location:	Section 26, Township 24N, Range 07W
Comprehensive Plan Designation:	Mixed Use
Zoning:	Mixed Use
MUFP Land Use Designation:	Neighborhood Center Retail
Existing Use:	Commercial and Retail Uses
Proposed Use:	Wireless Communication Facility

C. BACKGROUND AND PROPOSAL

The City Council of Snoqualmie approved the Snoqualmie Ridge I Master Plan ("SRI") Mixed Use Final Plan ("MUFP") on September 15, 1995. 7917 Center Boulevard is located within SRI on lands the MUFP designates as "neighborhood center retail" and implements development standards and design guidelines for uses in this area. The SRI MUFP and development standards do not provide conditions or development standards for wireless communications facilities.

The City Council of Snoqualmie adopted Ordinance 817 adding Chapter 17.77, *Wireless Communication Facilities* to the Snoqualmie Municipal Code ("SMC") on April 27, 1998. Chapter 17.77 addresses the siting and construction of wireless communication facilities in the city, consistent with

applicable federal and state law. A primary goal of SMC Chapter 17.77 is the preservation of the existing visual and aesthetic character of the city and its natural viewsheds. SMC Section 17.77.040 Table 1, requires macrocell facilities to obtain both a WCFP and a CUP in areas designated for neighborhood business by an approved mixed use final plan, and to utilize stealth screening to reduce the visual impacts of the facility on its surroundings.

Section 1.042 of the SRI development standards states that the SRI development standards control where there is conflict with the SMC, and that the SMC controls where the development standards are silent. The SRI MUFP and development standards do not regulate or impose conditions specific to wireless communications facilities within the master plan area; therefore, the current application is regulated by SMC Chapter 17.77, any applicable MU zone standards found in SMC Chapter 17.30, and any other applicable Chapters of the SMC.

CoreOne Consulting applied on May 8, 2023 for a site plan permit, WCFP and CUP for a proposed wireless communication facility ("WCF") located at 7917 Boulevard in the City of Snoqualmie, Washington (Exhibit 2 through Exhibit 16). The City deemed the application complete on May 28, 2023 (Exhibit 17). Notice of application (Exhibit 18) was initially mailed to property owners within 500 feet and published in the Seattle Times on June 12, 2023, with the original comment period ending on June 26, 2023 consistent with SMC 14.30.060. Due to delays in the on-site notice posting of the notice of application, the comment period was extended to July 12, 2023 after the applicant provided proof of posting (Exhibit 20). One public comment was received from a property owner within the mailing radius in favor of the project during the comment period (Exhibit 19). The applicant provided revised submittal materials (Exhibit 21 through Exhibit 23) on August 17, 2023 based on comments made by the City. A notice of public hearing with the revised predecision open record hearing date was posted on the project site, mailed to property owners within 500 feet of the subject site, and published in the Seattle Times on September 1, 2023 (Exhibit 24).

The design of the stealth wireless communication facility includes nine antennas, up to eighteen remote radio units, and three surge protection devices located behind stealth screening that is designed to look like the third story of the existing building. The proposed stealth structure will be clad with siding material and a cornice element that mimics the architectural features and colors of the existing building and screens the wireless equipment from view as seen from any angle on the ground and adjacent properties. An equipment support cabinet and access ladder will be placed on the main roof level, with the majority of ancillary equipment proposed to be located within the existing void of the false second level of the building. An additional access ladder with anticlimbing security measures is proposed on the west side of the building.

A multi-family apartment development is located west of the site, commercial and retail development is located north and east of the site, and business park development is located south of the site across Snoqualmie Parkway. The project area is at the corner of the intersection of Center Boulevard Southeast and Snoqualmie Parkway and is visible to those driving and walking by the site.

D. SEPA COMPLIANCE:

The application proposes the construction of a wireless service facility with stealth screening atop an existing structure. WAC 197-11-800(25) states that the siting of wireless service facilities that is less than 60 feet in height and located in a commercial zone is categorically exempt from the requirements of the State Environmental Policy Act ("SEPA"). The current application does propose a wireless service tower that is greater than or equal to 60 feet. The SMC has adopted WAC 197-11-800 by reference. Therefore, the current application is exempt from SEPA review.

E. APPLICABLE CITY ORDINANCES, PLANS, POLICIES AND AGREEMENTS:

1. The Snoqualmie Municipal Code
2. The Snoqualmie Vicinity Comprehensive Plan 1994 with 2017 Amendments
3. The Snoqualmie Ridge I Mixed Use Final Plan

F. PROPOSED FINDINGS:

1. The applicant submitted an application for a CUP and WCFP on May 8, 2023.
2. The application was deemed complete on May 28, 2023.
3. Notice of Application was posted in the Seattle Times and mailed to property owners within 500 feet of the property on June 12, 2023, and as a result a single comment was received in favor of the project on June 22, 2023.
4. Notice of Application was posted on-site on July 12, 2023.
5. The application lies within the Mixed Use "MU" zone and is located within the Snoqualmie Ridge I Master Plan area on lands designated for Neighborhood Center Retail by the MUPF. SMC Section 17.77.040, Table 1 requires that applications for macrocell facilities mounted on non-residential buildings on lands designated for neighborhood businesses by an approved MUPF in an MU zone obtain a CUP and a WCFP.

Staff response: A conditional use permit is required.

6. The CUP application seeks authorization only for the establishment of a WCFP.

Staff response: The WCFP, and all other site development and construction elements, are subject to the applicable sections of the SMC and will be addressed through the applicable permit processes.

Conditional Use Permit Requirements

7. SMC Chapter 17.55.030.B establishes the criteria by which the Hearing Examiner evaluates conditional use permits within the City. Staff recommends the following findings in evaluating the consistency with these criteria:

- a. The proposed use will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity.

Staff response: The proposed facility will not create detrimental impacts to the public realm, and the application has provided documentation sufficient to demonstrate that the proposed activity will operate at levels of noise and radio wave frequency that are not injurious to members of the public or surrounding property. Areas where levels of radio wave frequency could prove injurious are not accessible to the public and are demarcated as required by federal and state authorities.

- b. The proposed use shall meet or exceed the same standards for parking, landscaping, yards, and other development regulations that are required in the district it will occupy.

Staff response: The applicant has provided information sufficient to demonstrate that the proposed use will meet or exceed applicable performance standards as described in the findings of this report.

- c. The proposed development shall be compatible generally with the surrounding land uses.

Staff response: The applicant has provided designs and architectural simulations sufficient to demonstrate that the proposed development is compatible generally with the

surrounding land uses in terms of traffic and pedestrian circulation, building, and site design, and is consistent with the requirements for a stealth WCF found in Chapter 17.77 of the SMC.

- d. The proposed use shall be in keeping with the goals, objectives, and policies of the comprehensive plan.

Staff response: The proposed WCF is consistent with the intent of the City of Snoqualmie Comprehensive Plan policy 7.6.6 requiring the use of screening and setbacks for communication utility infrastructure to minimize visual impacts and increase compatibility with adjacent uses. The proposal is also consistent with objective 9.3 of the Plan, providing for adequate and reliable utility facilities that meet the demands of existing customers and future public and private development.

- e. All measures shall be taken to minimize the possible adverse impacts which the proposed use may have on the area in which it is located.

Staff response: To the extent feasible, the applicant has demonstrated that all measures have been taken to minimize adverse impacts the proposed use may have on the surrounding area. These measures include studying collocation opportunities and current wireless service levels within the proposed service area, and the minimizing of visual impacts using techniques such as the placement of ancillary equipment into the void of an existing structure and the construction of a stealth structure that matches the architecture of an existing building.

Wireless Communication Facility Design and Development Standards Consistency

- 8. SMC Section 17.77.040 establishes the siting location hierarchy for wireless communication facilities within the City. The location proposed by the current application is within an area designated for neighborhood center retail uses in an approved mixed use final plan and is numbered tenth on the siting hierarchy described by SMC 17.77.040.C.

Staff response: As a result of the application's position on the siting hierarchy, SMC 17.77.040.A requires the information in SMC 17.77.030 be provided as part of the application. Except for a landscape plan for the property, the materials in SMC 17.77.030 have been provided. Staff concurs with the applicant that no landscape plan is required to evaluate the proposal as all work occurs atop and within an existing building. Staff believes information provided pursuant to SMC 17.77.030 is sufficient to evaluate the full proposal.

- 9. SMC Section 17.77.040, Table 1 requires applications for macrocell facilities located on lands designated for neighborhood business uses by an approved MUFP obtain a WCFP and a CUP, and that stealth facilities are required.
- 10. SMC 17.77.020.BB defines stealth structures as wireless communication facilities, including, but not limited to, microcells, antennas, equipment cabinets, and any other ancillary equipment that is integrated as an architectural feature of a structure so that the purpose of the facility for providing wireless services is not readily apparent as seen from any street or any adjacent property, improved or unimproved. The addition of landscaping, walls, fences, or grading as camouflaging or screening techniques does not make an otherwise visible facility a stealth facility.

Staff response: The design of the WCF is consistent with the definition of stealth structures found in SMC 17.77.020.B. The WCF is an integrated addition to the third story of the existing commercial structure and will be an extension of the building architecture, appearing a false third story.

11. 17.77.050.A.1 establishes that monopole facilities shall be designed to accommodate at least three telecommunications providers.

Staff response: No monopole facilities are proposed; therefore, this standard does not apply.

12. 17.77.050.A.2 establishes that stealth structures shall be designed to accommodate the collocation of other antennas whenever economically and technically feasible or aesthetically appropriate, as determined by the hearing examiner or director, as appropriate.

Staff Response: In their letter responding to Staff comments (Exhibit 21), the applicant indicated that designing the stealth screening to accommodate collocation is infeasible due to height restrictions. SMC Section 17.77.050.C.1.c.iv limits the height of roof-mounted antennas to fifteen feet above the roof proper of the existing buildings. Because the antennas themselves are approximately six feet tall and require clearance from the top of the existing building, Staff concurs collocation is not feasible within proposed stealth screening at the current location.

13. 17.77.050.A.3. establishes that upon request of the applicant, the director or hearing examiner as applicable may waive the requirement that new support structures accommodate the collocation of other service providers if it finds that collocation at the site is not essential to the public interest, or that the construction of a shorter support structure with fewer antennas will promote community compatibility.

Staff response: The proposal is to construct a wireless communication facility atop an existing nonresidential structure. No new support structures as defined by SMC Chapter 17.77 are proposed; therefore, this standard does not apply.

14. 17.77.050B.1 establishes that support structures shall be designed and placed on the site in a manner that takes maximum advantage of existing trees, mature vegetation, and existing structures so as to:

- a. 17.77.050.B.1.a Use existing site features to screen as much of the total wireless communication facility as possible from prevalent views;

Staff response: The proposal has a limited ability to make use of existing site features to screen the wireless communication facility from prevalent views. There is little mature vegetation in the area and the stealth structure will be visible from the surrounding area because it will be constructed atop an existing building at a prominent street corner. The stealth screening techniques will minimize these visual impacts. The application is consistent with the intent of this provision.

- b. 17.77.050.B.1.b Use existing site features as a background so that the total wireless communication facility blends into the background with increased sight distances.

Staff response: At increased site distances the wireless communication facility will appear a cohesive architectural feature of the existing building. There are no existing site features that are capable of otherwise reducing visual impacts. Stealth screening techniques are proposed to reduce visual impacts. The application is consistent with the intent of this provision.

15. 17.77.050.B.2 allows the community development director or hearing examiner to condition approval of a WCFP or CUP to reduce its impacts.

Staff response: The SMC provides regulations that address potential visual impacts, such as the requirement for stealth screening, among others. The hearing examiner may recommend additional conditions as deemed necessary.

16. 17.77.050.B.3: No portion of any antenna array shall extend beyond the property lines.

Staff response: The proposal does not include any features that will extend beyond the property lines, and is consistent with this requirement.

17. 17.77.050.B.4: No net loss in required parking spaces or required on-site landscaping shall occur as a result of the installation of any wireless facility or associated equipment.

Staff response: The application does not propose to modify or remove any parking or site landscaping and is consistent with this requirement.

18. 17.77.050.C.1.a requires the number of antennas shall be the minimum required for receiving and transmitting signals to provide the needed capacity, frequency and/or coverage pattern as confirmed by the information required by SMC 17.77.030.C.

Staff response: The project narrative supplied by the applicant (Exhibit 7) indicates various alternatives were studied contemplating the provisions of the SMC that require wireless communication facilities to implement the smallest footprint possible while servicing the proposed coverage area. The application is consistent with this provision.

19. 17.77.050.C.1.b requires flush mount antennas to occur within 12 inches of the building face.

Staff response: No flush mounted antennas are proposed; therefore, this standard does not apply.

20. 17.77.050.C.1.c establishes that roof-mounted antennas shall be set back as far from the building edge as possible or otherwise screened to minimize visibility from the public right-of-way and adjacent properties, and shall conform to the following height restrictions related to the existing building:

- a. 17.77.050.C.1.c.i Fifteen feet (per ATT comment/change) measured to the top of a tubular antenna above the roof proper at the point of attachment;

Staff response: No tubular antennas are proposed; therefore, this comment does not apply.

- b. 17.77.050.C.1.c.i Fifteen feet measured to the tip of a whip antenna above the roof proper of the existing building at the point of attachment;

Staff response: No whip antennas are proposed; therefore, this standard does not apply.

- c. 17.77.050.C.1.c.iii Five feet measured to the top of a parabolic dish above the roof proper of the existing building at the point of attachment;

Staff response: No parabolic dishes are proposed; therefore, this standard does not apply.

- d. 17.77.050.C.1.c.iv Fifteen feet above the roof proper of the existing building at the point of attachment measured to the top of a directional panel antenna.

Staff response: The maximum height of the directional panel antennas above the roof proper of the existing building is 42'-4"; therefore, the proposal is consistent with this requirement.

21. Neither SMC Chapter 17.30 nor the SRI development standards establish height restrictions for stealth screening structures in the MU neighborhood center retail zone.

Staff response: SMC 17.77.050.C.1.c.iv establishes the relative height limit for these structures for the purposes of this application.

22. 17.77.050.C.1.d establishes that antennas shall be camouflaged to the extent feasible and located to minimize views from residential structures and rights-of-way.

Staff response: The proposal includes stealth screening that will camouflage the wireless communication facility from the view of adjacent residential structures and rights-of-way. The

application is consistent with this provision. This screening is depicted in photo simulations provided by the applicant in Exhibit 8.

23. 17.77.050C.1.e Antennas shall be screened from residential views and public rights-of-way in a manner that is architecturally compatible with the building on which it is located.

Staff response: The stealth screening proposed for the wireless communication facility will utilize stucco cladding and cornice details that match the color and architectural detailing of the existing building. The application is consistent with this provision.

24. 17.77.050.C.2 establishes requirements for antennas for wireless communication facilities to be mounted on existing structures other than buildings or street poles.

Staff response: The proposal is a wireless communication facility mounted atop an existing building; therefore, this provision does not apply to the application.

25. 17.77.050.C.3 regulates antennas mounted to street or utility poles.

Staff response: The proposal does not include features regulated by this provision; therefore, this provision does not apply to the application.

26. 17.77.050.D.1 establishes that equipment enclosures and other accessory equipment for building-mounted wireless communication facilities shall be located within the building upon which the antenna is located.

Staff response: The equipment enclosure for the wireless communication facility occurs within the void of the false second story, located above the existing commercial space. The application is consistent with this provision.

27. 17.77.050.D.2 establishes that equipment enclosures and other accessory equipment associated with antenna located upon an existing structure which is not a building or upon a new freestanding support structure shall be located underground or within an adjacent building designed to be compatible with surrounding buildings.

Staff response: The application is for an antenna upon a building; therefore, this provision does not apply.

28. 17.77.050.D.3 allows the hearing examiner to authorize aboveground equipment enclosures if specific criteria are met.

Staff response: No aboveground equipment enclosures are proposed outside of the existing structure; therefore, this provision does not apply.

29. 17.77.050.D.4 regulates macrocell equipment enclosures, including buildings, cabinets, and shelters.

Staff response: The proposal does not include any new equipment enclosures in the form of a building, large cabinet, or shelter. All equipment associated with the wireless communication facility is proposed to occur within the existing building, with some smaller equipment located upon the roof. The application is consistent with this provision.

30. 17.77.050.D.5 regulates accessory equipment buildings, cabinets, and shelters related to wireless communications facilities.

Staff response: No accessory equipment buildings, cabinets, or shelters are proposed as part of the application; therefore, this provision does not apply.

31. 17.77.050.E.1 establishes that colors and materials for WCFs shall be nonreflective and chosen to minimize visibility. Unless otherwise required by law, facility surfaces, including support equipment and buildings, shall be painted or textured using colors to match or blend with the primary background to achieve a facility that is compatible with the existing buildings, neighborhood character, and/or that blends with the surrounding setting. The final colors and color scheme shall be approved by the director or hearing examiner, as applicable.

Staff response: The stealth screening structure will be painted and textured using colors that match with the existing building, extending the architectural details from below up to the wireless communication facility. The application is consistent with this provision.

32. 17.77.050.E.2 establishes that all camouflaged facilities shall be designed to visually and operationally blend into the surrounding area in a manner consistent with existing development on adjacent properties. The camouflaged facility shall be designed to closely resemble in size and appearance an object or feature that would be commonly found in the area, including, but not limited to, a flagpole or a native conifer tree. Except for the latter, antennas for such facilities shall be concealed by the support structure. The camouflaged facility shall also be appropriate for the specific site, and should not stand out from its surrounding environment. The design details of any camouflaged "monopine" facility, including the colors, bark, and tree branch spacing, shall be subject to review and approval by the director or hearing examiner, as applicable, as part of the WCF or WCUP decision.

Staff response: The proposed wireless communication facility will be a "stealth" facility, and is not a new, standalone camouflage facility such as a flagpole or imitation conifer tree. Therefore, this provision should not apply.

33. 17.77.050.E.3 establishes that stealth structures shall be designed as an integrated architectural feature of another structure, such as a clock, steeple or bell tower, so that the purpose of the facility for providing wireless services is not readily apparent as seen from any street or any adjacent property.

Staff response: the stealth structure proposes to extend the architectural features and detailing of the existing building to create a uniform appearance between the building and the proposed wireless communication facility. The facility will appear as a third story of building volume on the corner of the structure and will be visible as seen from the street intersection below and adjacent properties. No additional detailing, such as a clock tower or steeple, is proposed.

34. 17.77.050.E.4 establishes that wireless communications facilities or support structures shall not be lighted or marked unless required by the Federal Communications Commission (FCC) or the Federal Aviation Administration (FAA).

Staff response: No lights or markings are proposed. The application is consistent with this provision.

35. 17.77.050.E.5 regulates signage upon a wireless communication facility.

Staff response: No signage of any kind is proposed as part of the application; therefore, this provision does not apply.

36. 17.77.050.E.6 establishes that all existing and required landscaping shall be maintained in a healthy condition by the service provider for the life of the facility.

Staff response: The application does not propose to modify the landscaping or landscaping maintenance plans of the existing buildings, and is consistent with this provision.

37. 17.77.050.E.7 establishes that WCF equipment enclosures, buildings, and/or fences or walls shall be designed and constructed to be consistent with the design standards or guidelines for the applicable zoning district, or with the design standards or guidelines adopted pursuant to an approved mixed use final plan, planned residential plan, planned commercial/industrial plan or similar master development plan.

Staff response: The application is subject to the conditions of the SRI MUFP and the design guidelines and development standards established by those documents. Wireless communication facilities are not regulated by any document pertaining to SRI, and SRI Section 1.054 indicates that where the SRI development standards are silent the SMC shall govern. Therefore, consistency with this provision is determined based on overall consistency with the design requirements established by SMC Chapter 17.77. Staff will make a recommendation to the hearing examiner based on its review, and the hearing examiner will ultimately determine consistency with the design standards of SMC 17.77.

38. 17.77.050.F establishes regulations for monopole wireless communication facilities.

Staff response: The proposal does not include any monopole facilities; therefore, this section should not apply.

39. 17.77.050.G.1 establishes regulations for monopole structures located adjacent to any property designated for residential uses on the official zoning map.

Staff response: The proposal does not include any monopole facilities; therefore, this standard should not apply.

40. 17.77.050.G.2 establishes that, except as specified in subsection 17.77.050.D.3.a, WCF equipment enclosures shall comply with the setback requirements for the applicable zoning district; provided, setbacks shall be sufficient to meet or exceed the noise standards set forth in the performance standards of SMC 8.16.050.H and 9.36.020. As part of any wireless communication facility application, the service provider or its representative shall furnish the city with information prepared by a qualified professional regarding the operating decibel (dB) level of the proposed installation, as measured at the property line nearest the proposed location, to ensure that noise generated by the proposed WCF will comply with the performance standards of SMC 8.16.050.H.

Staff response: The applicant has indicated that equipment noise will not be perceptible at the property line because it will be enclosed within an existing structure.

41. 17.77.050.G.3 applies to utility poles used as support structures.

Staff response: No utility poles are proposed to be used as support structures in the application; therefore, this provision should not apply.

Site Plan Review

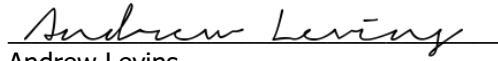
42. The proposal includes an application for a site plan permit. SMC 17.80.035.D requires the community development department review proposed plans where a change of use or increase in impacts is created beyond what was previously evaluated.

Staff response: City Staff has evaluated the site plan permit application based on the criteria in SMC 17.80.055. Stamped approval shall be provided to the applicant when an approved WFCP and CUP is obtained for the application.

G. RECOMMENDATION:

Staff finds the application has provided information sufficient to determine consistency with the Snoqualmie Municipal Code, City of Snoqualmie Comprehensive Plan, and Snoqualmie Ridge I Development Standards. Staff finds that the proposed use will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and in the district in which the subject property is situated, that the proposed use meets applicable performance standards found in Chapter 17.77 of the SMC and of the SRI development standards, that the proposed development will be compatible generally with the surrounding land uses in terms of traffic and pedestrian circulation, building, and site design, that the proposed use shall be in keeping with the goals and policies of the comprehensive plan, and that all feasible measures will be taken to minimize the possible adverse impacts which the proposed use may have on the area in which it is located. Pursuant to the findings of this staff report, the Community Development Department recommends that the Wireless Communication Facility Permit and Conditional Use Permit (WIRE2023-0001) be **APPROVED**.

RECOMMENDATION SIGNED BY:


 Andrew Levins
 Land Use Planning Consultant
 City of Snoqualmie

09/01/2023
 Date

WIRE2023-0001 EXHIBIT LIST:

Exhibit No.	Description	Date Received
1	Staff Report and Recommendation to the Hearing Examiner	09/01/2023
2	Pre-Application Form	05/08/2023
3	General Land Use Application Form	05/08/2023
4	Wireless Communication Facilities Permit Application Form	05/08/2023
5	Conditional Use Permit Checklist	05/08/2023
6	Justification of Documents not Necessary for CUP Review	05/08/2023
7	Project Narrative	05/08/2023
8	Photo Simulations	05/08/2023
9	Letter of Authorization	05/08/2023
10	Application Plan Set	05/08/2023
11	Structural Analysis	05/08/2023
12	NIER Report	05/08/2023
13	Proposed Service Area Coverage Study	05/08/2023
14	Title Report	05/08/2023
15	List Addresses within 500 Feet of Property	05/08/2023
16	SEPA Checklist	05/08/2023
17	Notice of Completeness	05/30/2023
18	Notice of Application, Affidavit of Mailing	06/12/2023
19	Public Comment Received on Notice of Application	06/22/2023
20	Revised Notice of Application, Affidavit of Posting	07/07/2023

Exhibit No.	Description	Date Received
21	Applicant Response to City Comments	08/17/2023
22	Revised Plan Set with Engineer's Stamp	08/17/2023
23	Applicant Engineer's Credentials	08/17/2023
24	Notice of Public Hearing	09/01/2023



DISH Wireless L.L.C. SITE ID:

SESEA00475A

DISH Wireless L.L.C. SITE ADDRESS:

**7917 CENTER BLVD SE
SNOQUALMIE, WA 98065**

WASHINGTON CODE OF COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES

CODE TYPE	CODE
BUILDING	2018 IBC W/ W.A.C. AMENDMENTS
MECHANICAL	2018 IMC W/ W.A.C. AMENDMENTS
ELECTRICAL	2020 NEC W/ W.A.C. AMENDMENTS

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED BUILDING PLAN
A-3	ANTENNA PLAN & SCHEDULE
A-4	EAST & SOUTH ELEVATIONS
A-5	WEST ELEVATION
A-6	EQUIPMENT LAYOUT AND ELEVATION
A-7	EQUIPMENT DETAILS
A-8	EQUIPMENT DETAILS
A-9	BATTERY SIGNAGE DETAILS
A-10	BATTERY SPECIFICATIONS
S-1	ANTENNA SCREEN ISOMETRIC VIEWS
S-2	ANTENNA SCREEN LOWER FRAME LAYOUT
S-3	ANTENNA SCREEN UPPER FRAME LAYOUT
S-4	ANTENNA SCREEN SECTION
S-5	ANTENNA SCREEN CONNECTION DETAILS
S-6	EQUIPMENT FRAME DETAILS I
S-7	EQUIPMENT FRAME DETAILS II
S-8	ACCESS LADDER AT GRADE DETAILS
S-9	ACCESS LADDER AT ROOF DETAILS
E-1	ELECTRICAL/FIBER ROUTE PLAN
E-2	ELECTRICAL NOTES & DETAILS
E-3	ELECTRICAL ONE-LINE & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	RF SIGNAGE
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES
GN-5	GENERAL NOTES

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

SECTOR SCOPE OF WORK:

- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR), (6) FUTURE PANEL ANTENNAS (2 PER SECTOR)
- INSTALL (1) ANTENNA SCREEN
- INSTALL (3) PROPOSED BACK-TO-BACK MOUNT, (6) FUTURE BACK-TO-BACK MOUNT
- INSTALL PROPOSED JUMPERS
- INSTALL (6) PROPOSED RRU's (2 PER SECTOR), (12) FUTURE RRU's (4 PER SECTOR)
- INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP)
- INSTALL (1) PROPOSED HYBRID CABLE (NO ALTERNATIVE)
- INSTALL (1) PROPOSED CABLE TRAY UP

ROOFTOP SCOPE OF WORK:

- INSTALL (1) PROPOSED WALL MOUNTED EQUIPMENT CABINET
- INSTALL (1) PROPOSED CABLE LADDER TRAY OR CABLE TRAY
- INSTALL (1) PROPOSED BBU IN CABINET
- INSTALL (1) PROPOSED EQUIPMENT CABINET
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL (1) PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX
- INSTALL (1) PROPOSED GPS UNIT
- INSTALL (1) PROPOSED ACCESS LADDER AT ROOF LEVEL
- INSTALL (1) PROPOSED ACCESS LADDER WITH AT GRADE LEVEL WITH ANTI-CLIMBING

SITE PHOTO



UNDERGROUND SERVICE ALERT - WASHINGTON 811
UTILITY NOTIFICATION CENTER OF WASHINGTON
(800) 424-5555
WWW.WASHINGTON811.COM

CALL 2 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER: SNOQUALMIE RIDGE CNTR LLC
ADDRESS: 7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

COUNTY: KING

LATITUDE (NAD 83): 47° 31' 47.04" N
47.5295209407LONGITUDE (NAD 83): 121° 52' 22.58" W
-121.87286675

ZONING JURISDICTION: CITY OF SNOQUALMIE

ZONING DISTRICT: MU

PARCEL NUMBER: 785196-0020

OCCUPANCY GROUP: U

CONSTRUCTION TYPE: II-B

POWER COMPANY: T.B.D.

TELEPHONE COMPANY: T.B.D.

PROJECT DIRECTORY

APPLICANT: DISH Wireless L.L.C.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

SITE DESIGNER: CORE ONE CONSULTING USA
13555 SE 36TH ST, SUITE 100
SEATTLE, WA 98006
(206) 582-5060

SITE ACQUISITION: MIKE SLOTEMAKER
(206) 214-8954

CONSTRUCTION MANAGER: ERICK HURDLE
Erick.Hurdle@dish.com

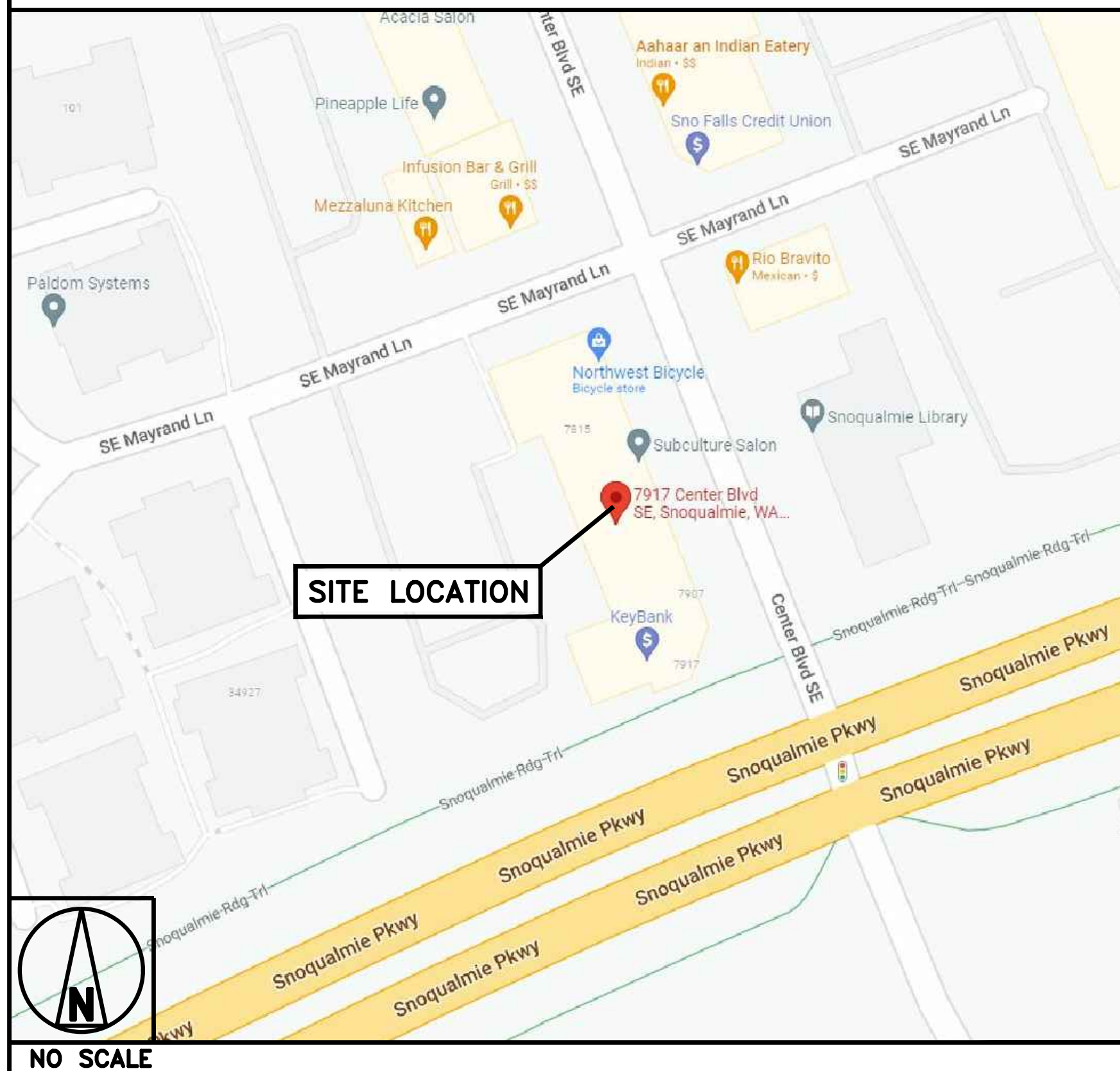
RF ENGINEER: CORY THOMAS
Cory.Thomas@dish.com

DIRECTIONS

DIRECTIONS FROM SEATTLE-TACOMA INTERNATIONAL AIRPORT:

GET ON WA-518 E IN TUKWILA FROM AIRPORT EXPRESSWAY. FOLLOW I-405 AND I-90 E TO WA-18 E. TAKE EXIT 25 FROM I-90 E. FOLLOW SNOQUALMIE PKWY TO CENTER SE IN SNOQUALMIE. DESTINATION WILL BE ON LEFT.

VICINITY MAP

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 8012013555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

A.D. B.B. M.L.

RFDS REV #: ---

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	04/27/2023	ISSUED FOR REVIEW
B	05/11/2023	REVISED PER COMMENTS
0	05/23/2023	FINAL CD's
1	06/12/2023	REVISED PER COMMENTS
2	06/16/2023	REVISED PER COMMENTS

A&E PROJECT NUMBER

SESEA00475A

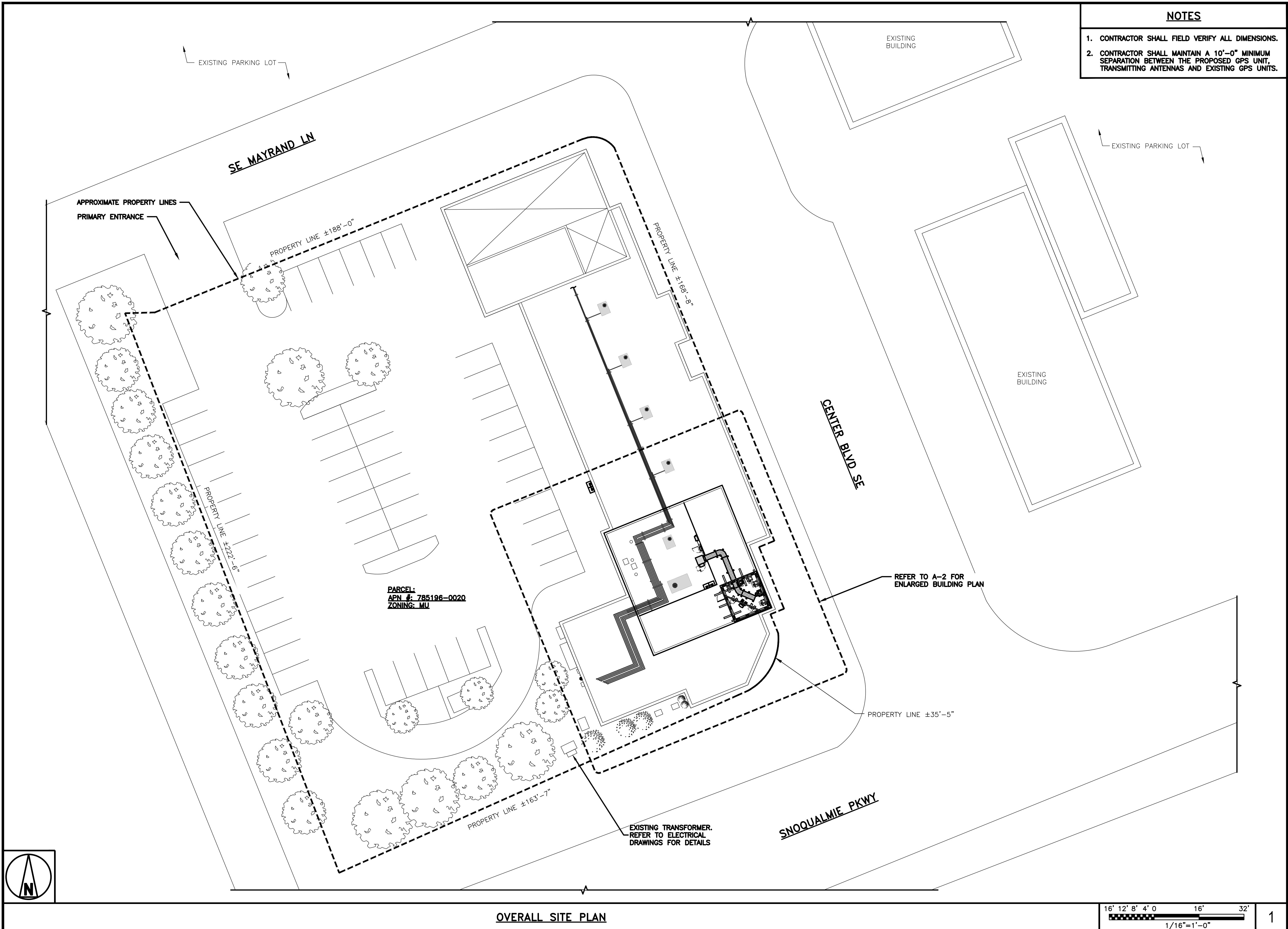
DISH Wireless L.L.C.
PROJECT INFORMATION**SESEA00475A**
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1



NOTES

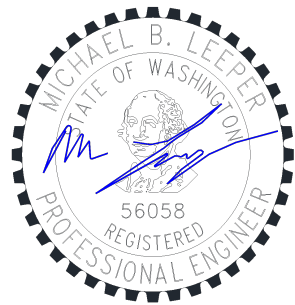
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006



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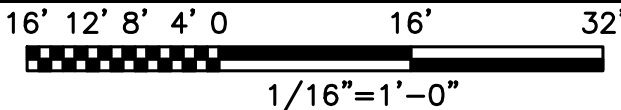
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SESEA00475A

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
OVERALL
SITE PLAN

SHEET NUMBER
A-1



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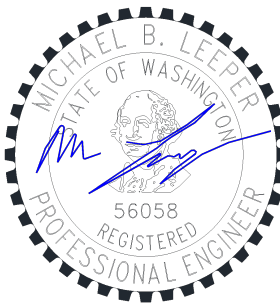
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- 3. CONTRACTOR TO VERIFY WITH DISH Wireless L.L.C. C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.
- 4. UTILITY RUBBER MAT TO BE IN STALLED UNDER ALL DISH Wireless L.L.C. EQUIPMENT THAT IS RESTING ON OR AFFIXED TO ROOF MEMBRANE



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006



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DRAWN BY: CHECKED BY: APPROVED BY:

A.D. B.B. M.L.

RFDS REV #: ---

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2	06/16/2023	REVISED PER COMMENTS

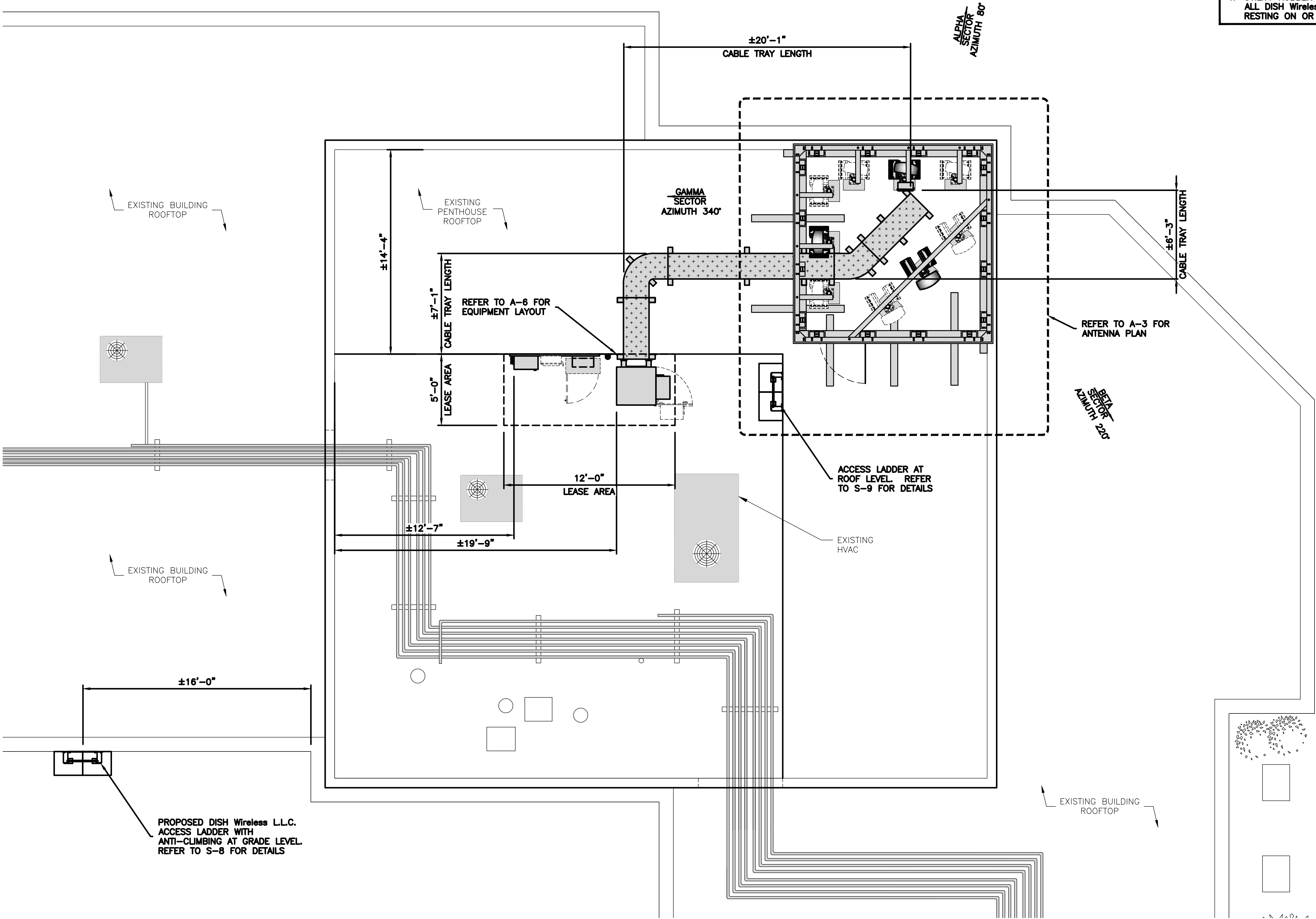
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DISH Wireless L.L.C.
PROJECT INFORMATION

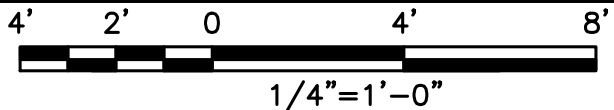
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SNOQUALMIE, WA 98065

SHEET TITLE
ENLARGED BUILDING
PLAN

SHEET NUMBER
A-2

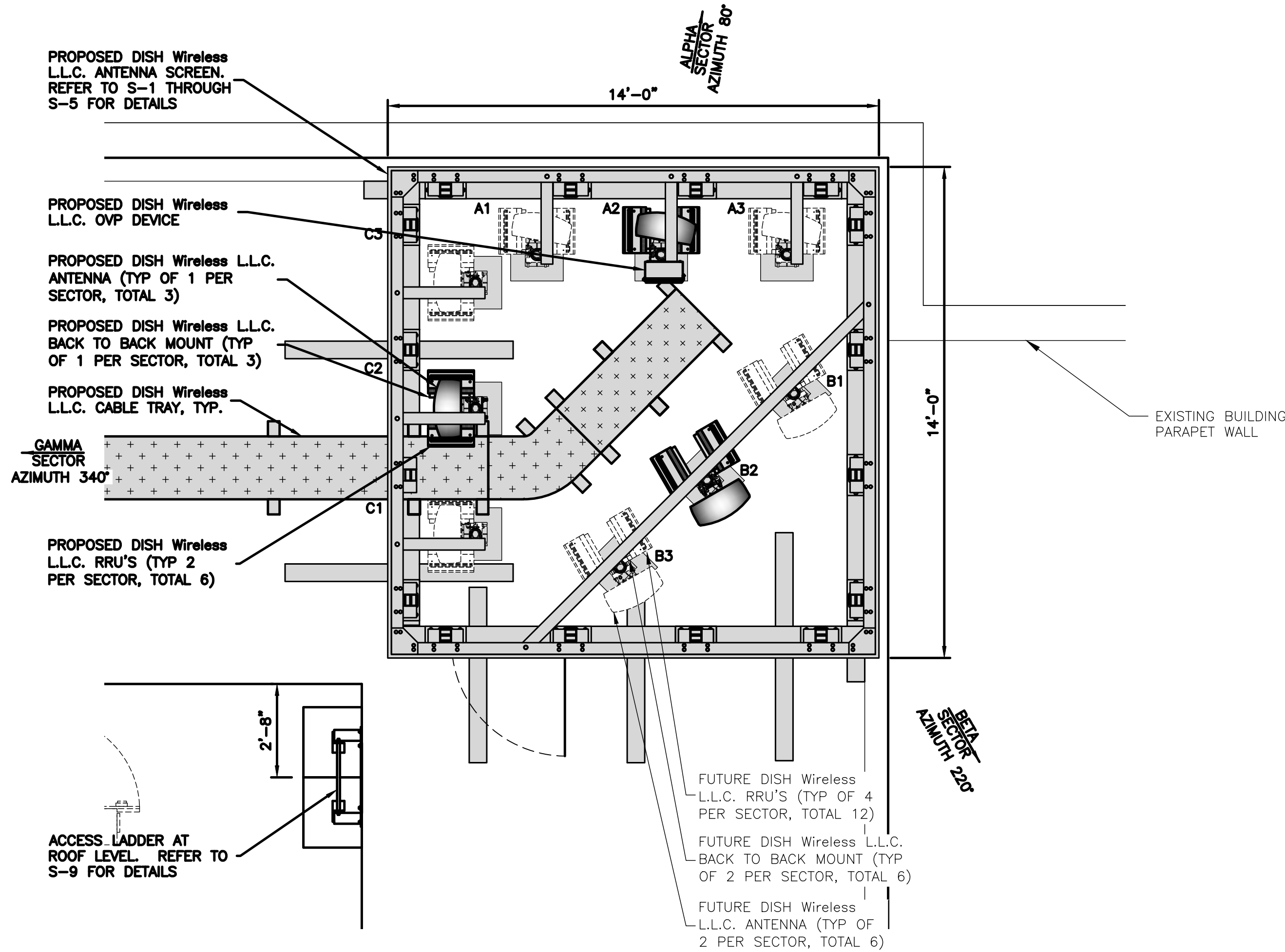


ENLARGED BUILDING PLAN

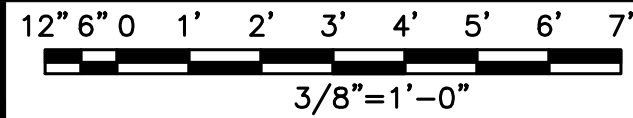


NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS



ANTENNA PLAN



1

SECTOR POS.	ANTENNA					TRANSMISSION CABLE	RRH			OVP
	EXISTING OR PROPOSED	MANUFACTURER — MODEL NUMBER	TECH	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH	MANUFACTURER — MODEL NUMBER	TECH	POS.	MANUFACTURER MODEL
A1	FUTURE	FFVW-65B-R2	5G	340°	±39'-4"	(1) HIGH-CAPACITY HYBRID CABLE (52' LONG ±)	RF4451D-70A/RF4450T-71A	5G	A1	RAYCAP RDIC-9181-PF-48
A2	PROPOSED	FFVW-65B-R2	5G	80°	±39'-4"		RF4451D-70A/RF4450T-71A	5G	A2	
A3	FUTURE	FFVW-65B-R2	5G	340°	±39'-4"		RF4451D-70A/RF4450T-71A	5G	A3	
B1	FUTURE	FFVW-65B-R2	5G	340°	±39'-4"	SHARED WITH ALPHA	RF4451D-70A/RF4450T-71A	5G	B1	SHARED WITH ALPHA
B2	PROPOSED	FFVW-65B-R2	5G	220°	±39'-4"		RF4451D-70A/RF4450T-71A	5G	B2	
B3	FUTURE	FFVW-65B-R2	5G	340°	±39'-4"		RF4451D-70A/RF4450T-71A	5G	B3	
C1	FUTURE	FFVW-65B-R2	5G	340°	±39'-4"	SHARED WITH ALPHA	RF4451D-70A/RF4450T-71A	5G	C1	SHARED WITH ALPHA
C2	PROPOSED	FFVW-65B-R2	5G	340°	±39'-4"		RF4451D-70A/RF4450T-71A	5G	C2	
C3	FUTURE	FFVW-65B-R2	5G	340°	±39'-4"		RF4451D-70A/RF4450T-71A	5G	C3	

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE

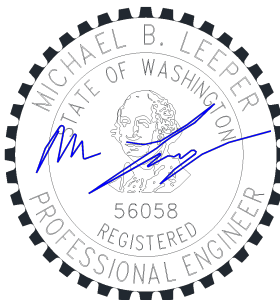
2



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

A.D. B.B. M.L.

RFDS REV #: ---

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	04/27/2023	ISSUED FOR REVIEW
B	05/11/2023	REVISED PER COMMENTS
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1	06/12/2023	REVISED PER COMMENTS
2	06/16/2023	REVISED PER COMMENTS

A&E PROJECT NUMBER

SESEA00475A

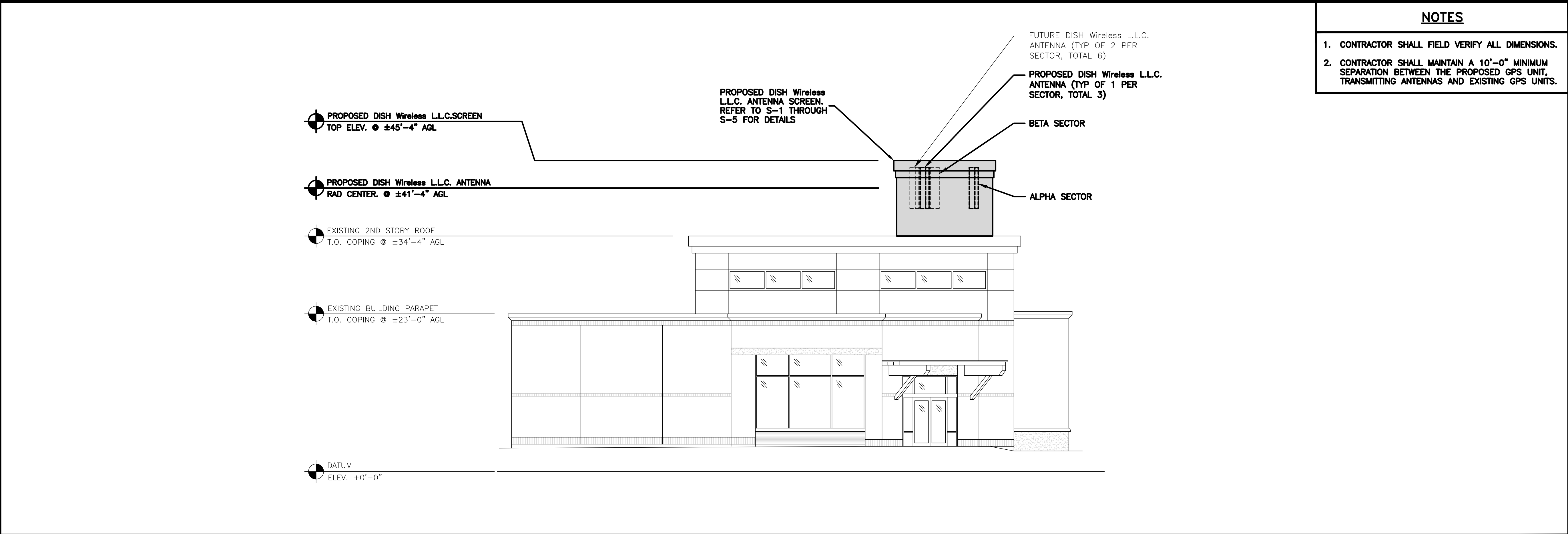
DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
ANTENNA PLAN
& SCHEDULE

SHEET NUMBER

A-3



- NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.

2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.

BUILDING SOUTH ELEVATION

8' 4' 0 8' 16'

1/8"=1'-0"

1



- NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.

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BUILDING EAST ELEVATION

8' 4' 0 8' 16'

1/8"=1'-0"

2



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



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BELLEVUE, WA 98006



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A&E PROJECT NUMBER		
SESEA00475A		
DISH Wireless L.L.C. PROJECT INFORMATION		
SESEA00475A 7917 CENTER BLVD SE SNOQUALMIE, WA 98065		
SHEET TITLE		
EAST & SOUTH ELEVATIONS		
SHEET NUMBER		
A-4		

NOTES

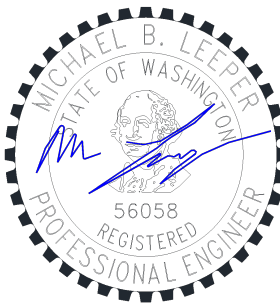
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5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006



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A.D. B.B. M.L.

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A&E PROJECT NUMBER
SESEA00475A

DISH Wireless L.L.C.
PROJECT INFORMATION

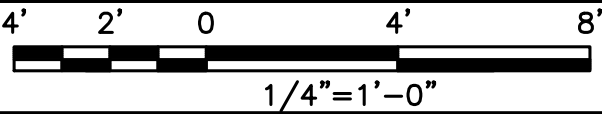
SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
WEST
ELEVATION

SHEET NUMBER

A-5

BUILDING WEST ELEVATION



1

PROPOSED DISH Wireless L.L.C. TRIM
TOP ELEV. @ ±45'-4" AGL

PROPOSED DISH Wireless L.L.C. ANTENNA
RAD CENTER @ ±41'-4" AGL

EXISTING 2ND STORY ROOF
T.O. COPING @ ±34'-4" AGL

EXISTING BUILDING PARAPET
T.O. COPING @ ±23'-0" AGL

DATUM
ELEV. +0'-0"

PROPOSED DISH Wireless L.L.C. ANTENNA (TYP OF 1 PER SECTOR, TOTAL 3)

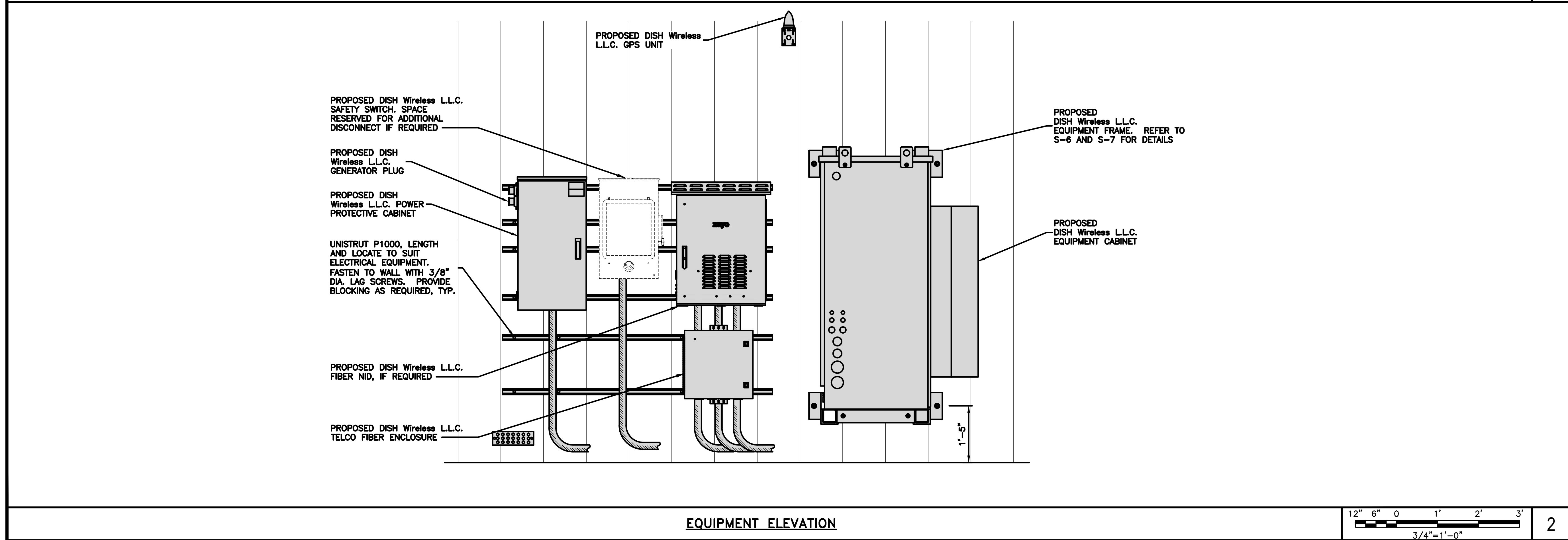
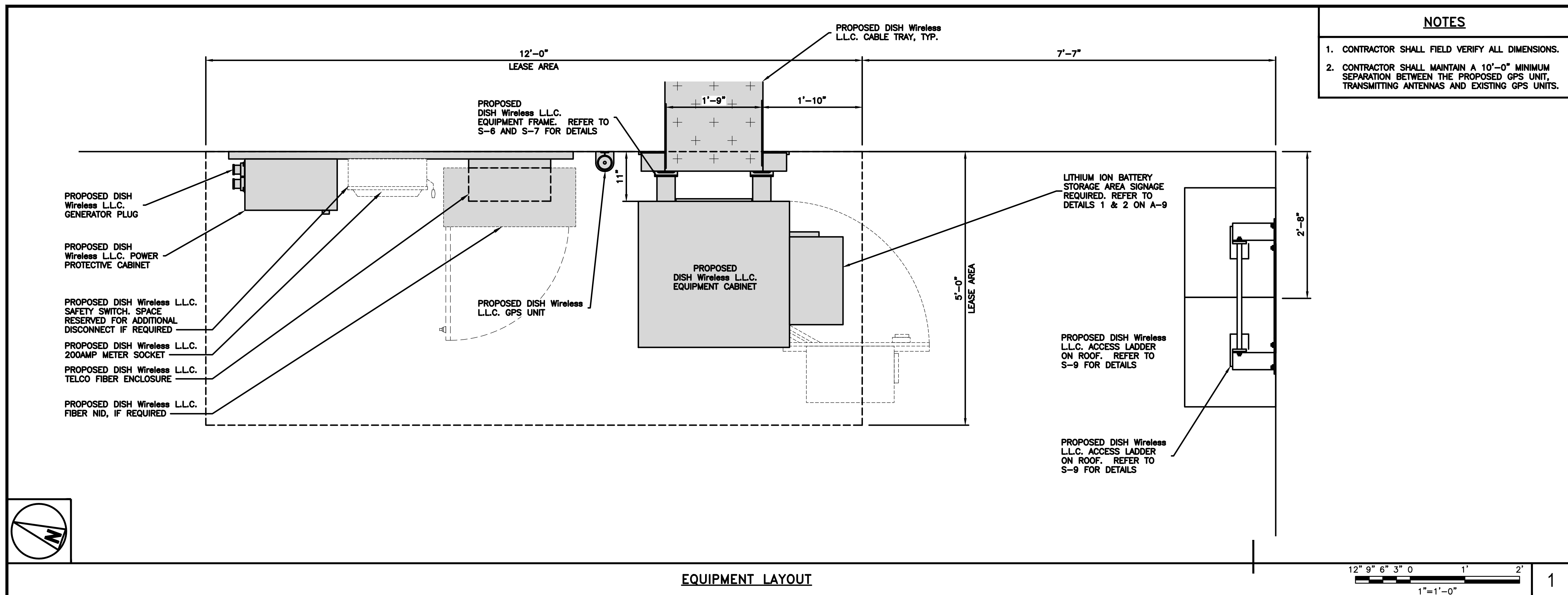
PROPOSED DISH Wireless L.L.C. ANTENNA SCREEN. REFER TO S-1 THROUGH S-5 FOR DETAILS

FUTURE DISH Wireless L.L.C. ANTENNA (TYP OF 2 PER SECTOR, TOTAL 6)

GAMMA SECTOR

BETA SECTOR

PROPOSED DISH Wireless L.L.C. ACCESS LADDER WITH ANTI-CLIMBING EQUIPMENT



dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

CORE ONE
CONSULTING USA

13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006



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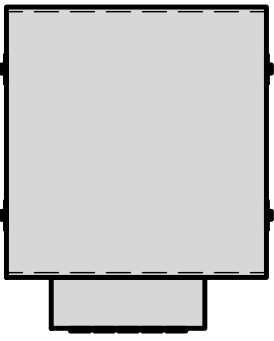
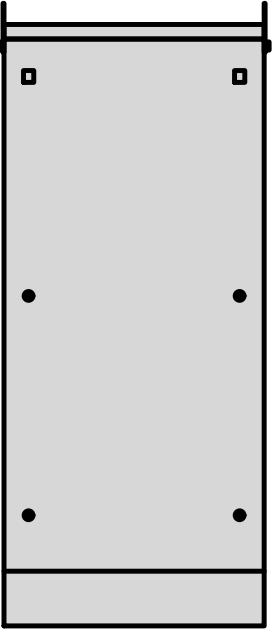
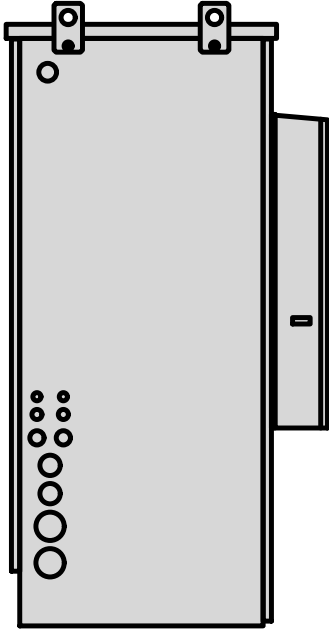
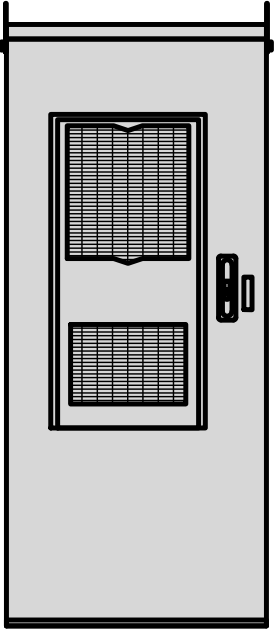
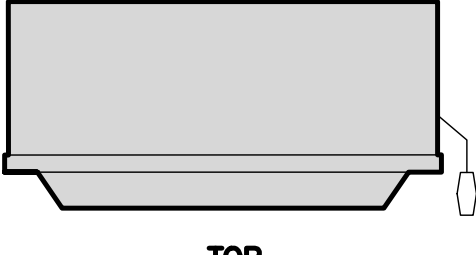
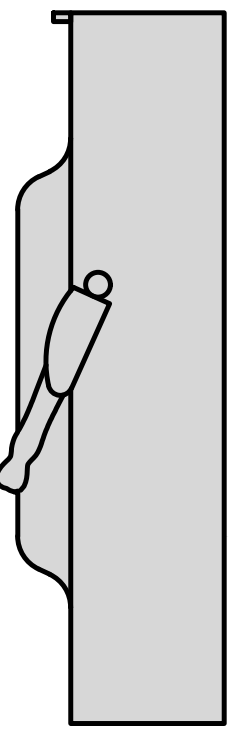
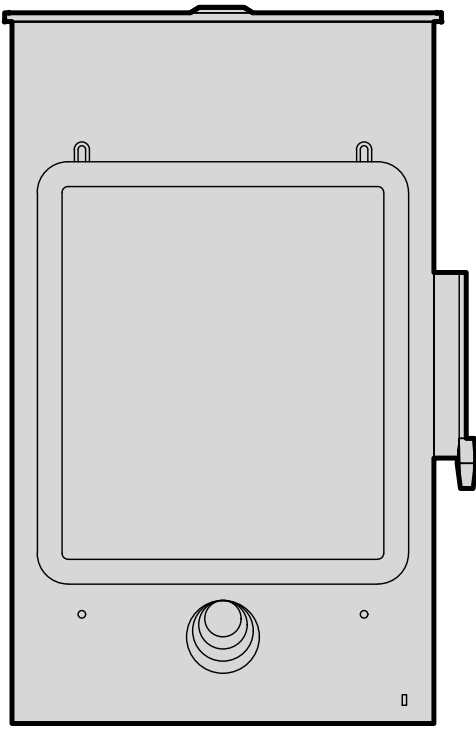
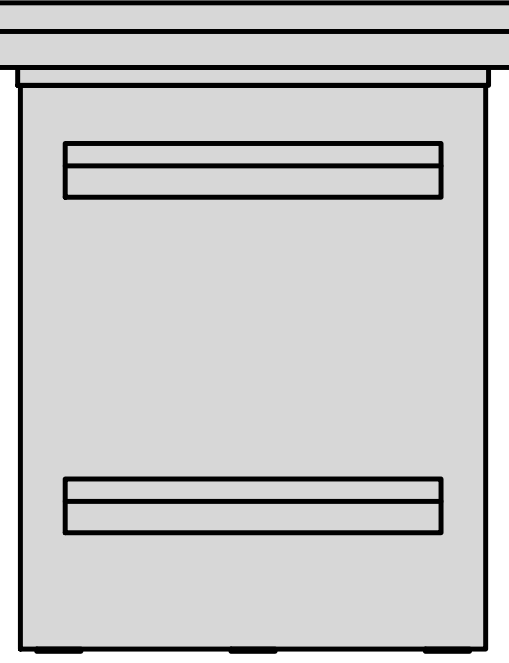
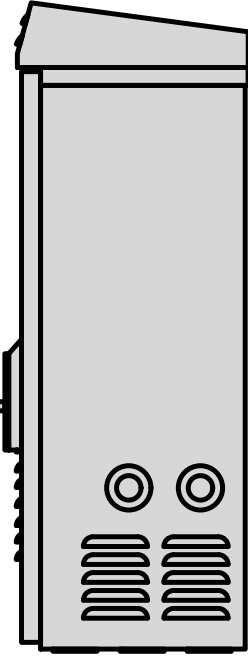
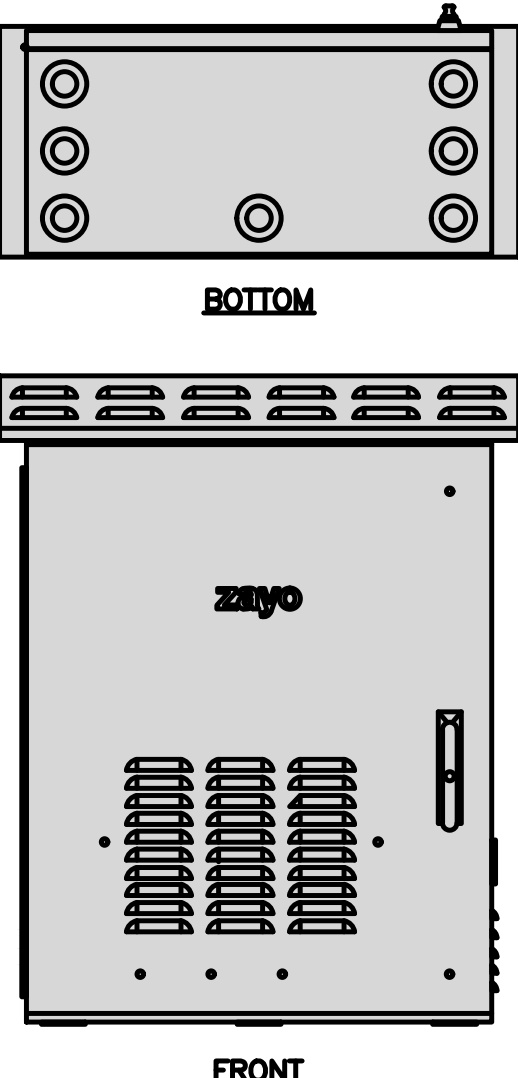



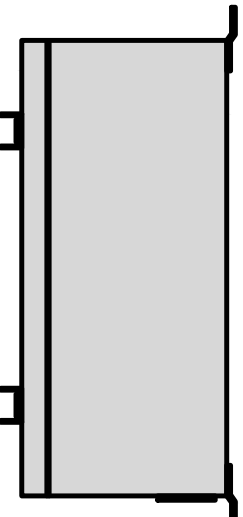
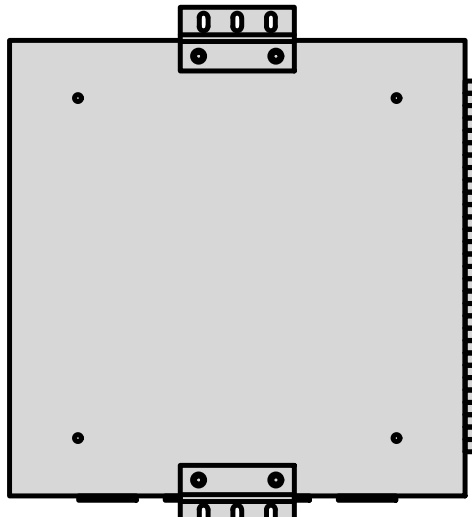
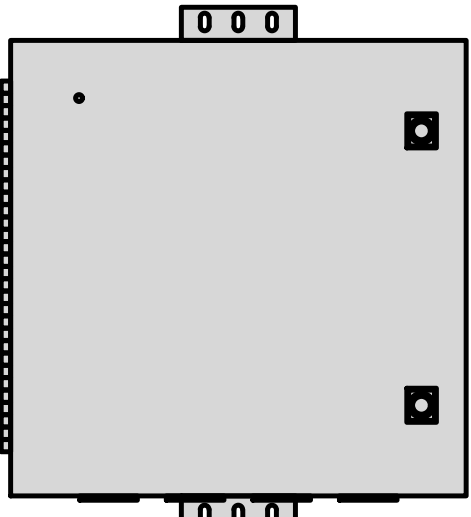

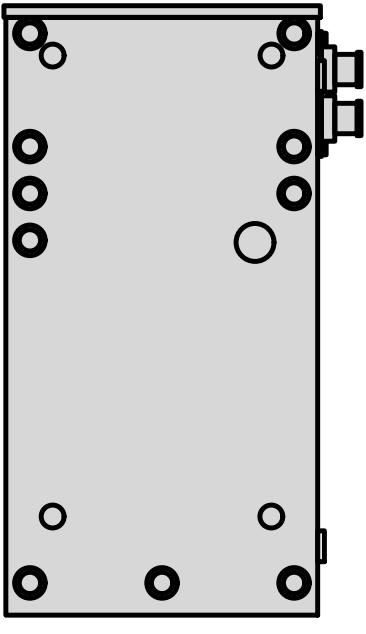
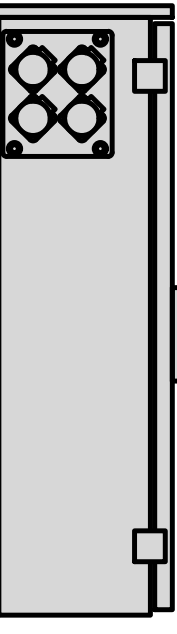
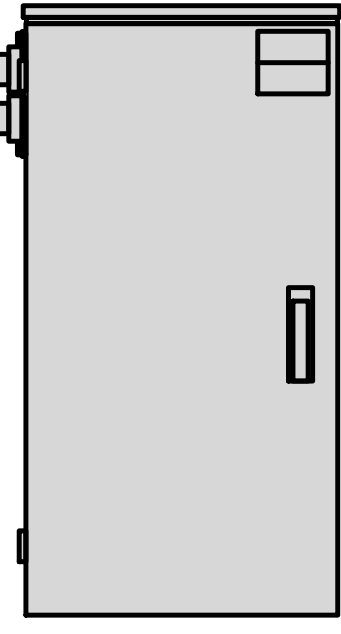
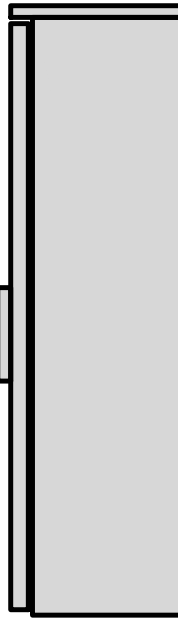
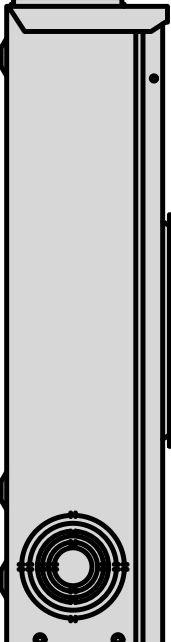
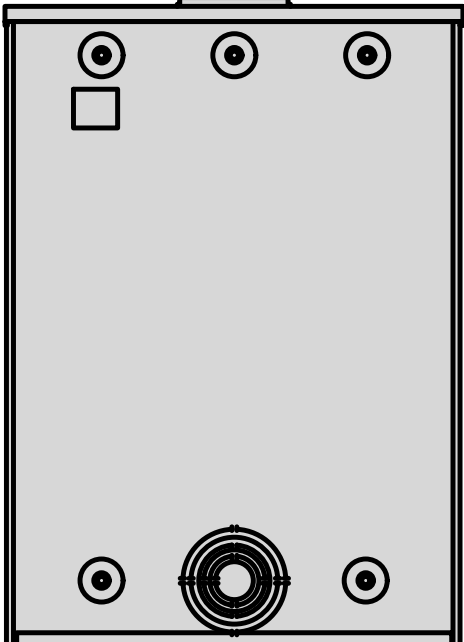
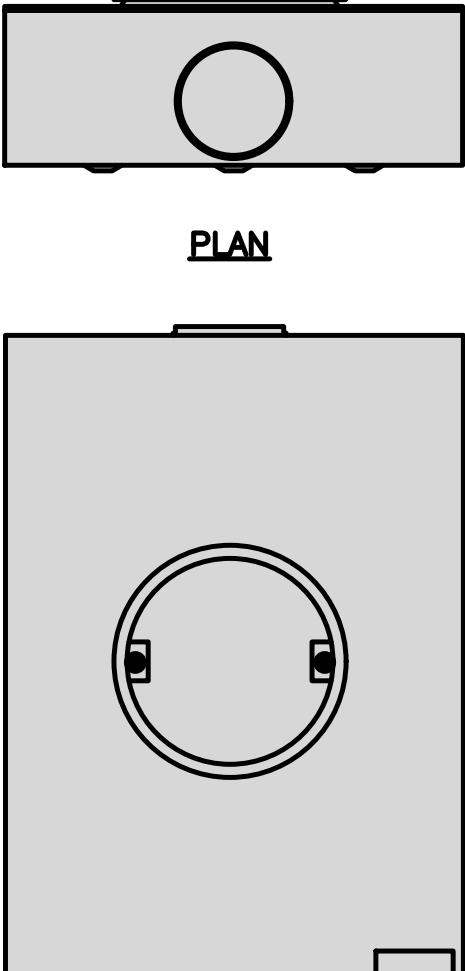
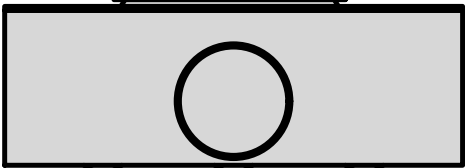

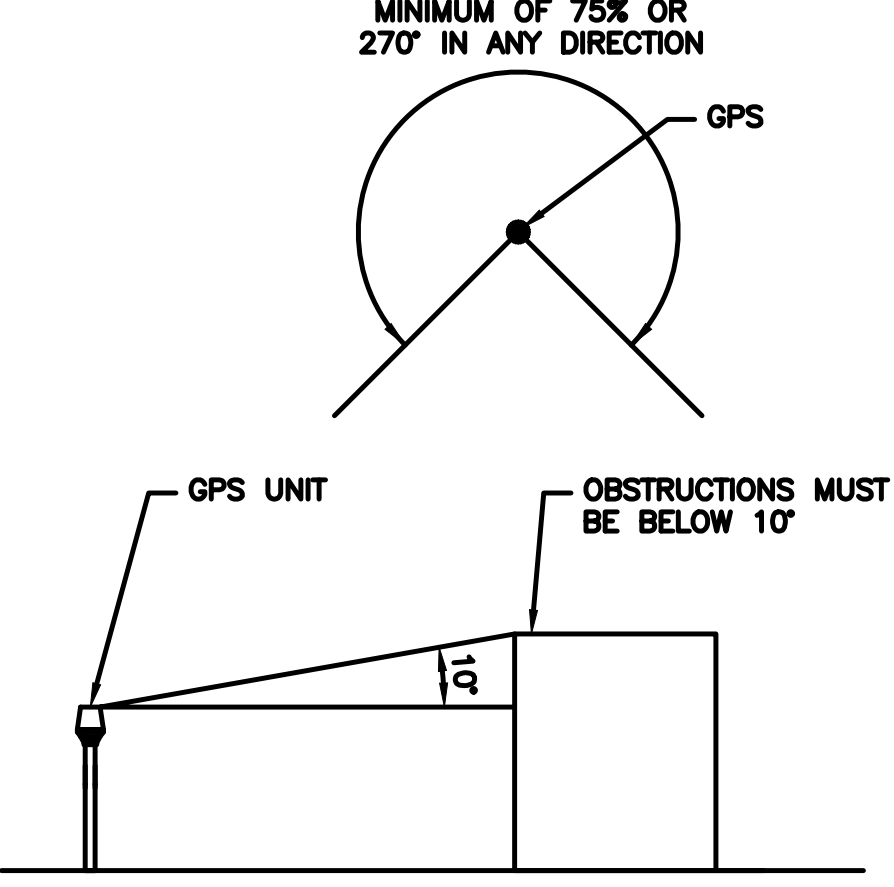
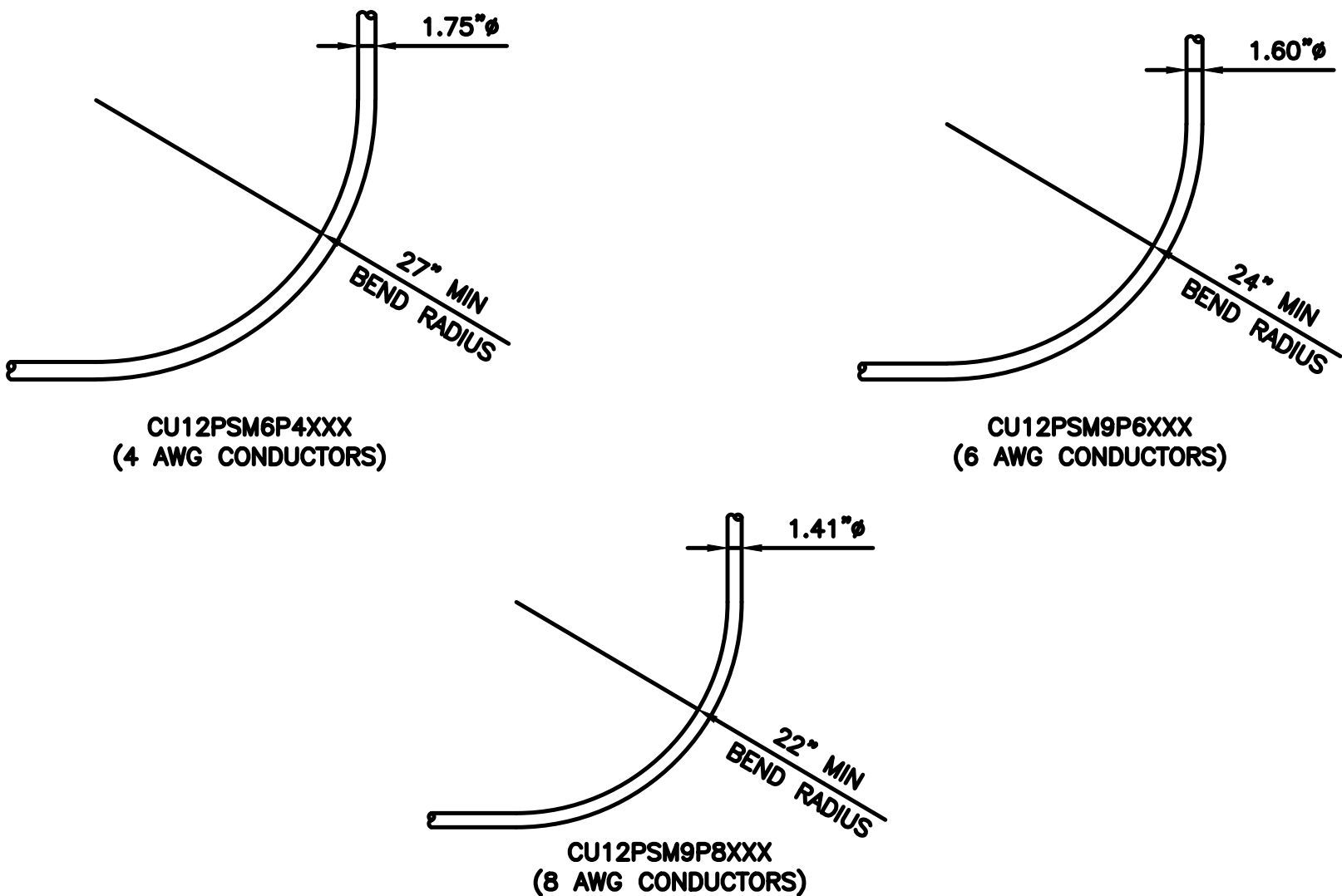

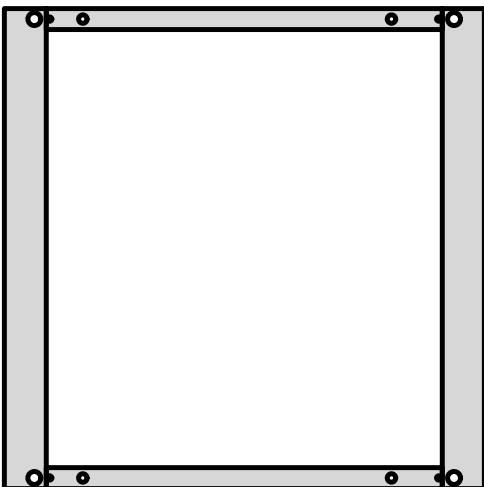

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
EQUIPMENT LAYOUT
AND ELEVATION

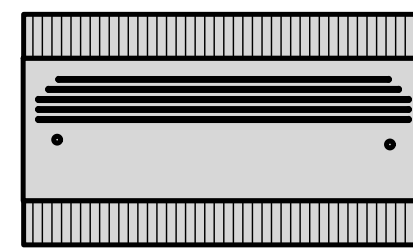
SHEET NUMBER

A-6

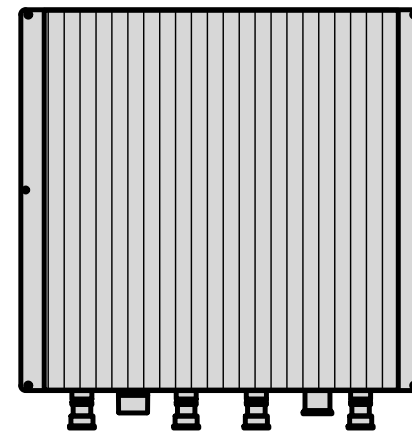
<table border="1"><tr><td colspan="2">CHARLES INDUSTRY HVAC CUBE-PM63915IN4</td></tr><tr><td>DIMENSIONS (HxWxD)</td><td>74"x32"x32"</td></tr><tr><td>POWER PLANT</td><td>-48VDC ABB/600W</td></tr><tr><td>TOTAL WEIGHT (EMPTY)</td><td>383 lbs</td></tr></table>  <p>PLAN</p>  <p>BACK</p>  <p>SIDE</p>  <p>FRONT</p>	CHARLES INDUSTRY HVAC CUBE-PM63915IN4		DIMENSIONS (HxWxD)	74"x32"x32"	POWER PLANT	-48VDC ABB/600W	TOTAL WEIGHT (EMPTY)	383 lbs	<table border="1"><tr><td colspan="2">SQUARE D SAFETY SWITCHES D224NRB</td></tr><tr><td>ENCLOSURE DIM (HxWxD)</td><td>29.25"x19.00"x8.50"</td></tr><tr><td>ENCLOSURE TYPE</td><td>NEMA 3R RAINPROOF</td></tr><tr><td>UL LISTED</td><td>FILE E-2875</td></tr></table>  <p>TOP</p>  <p>SIDE</p>  <p>FRONT</p>	SQUARE D SAFETY SWITCHES D224NRB		ENCLOSURE DIM (HxWxD)	29.25"x19.00"x8.50"	ENCLOSURE TYPE	NEMA 3R RAINPROOF	UL LISTED	FILE E-2875	<table border="1"><tr><td colspan="2">ZAYO 5RU (LEFT SWING DOOR) FIBER NID ENCLOSURE</td></tr><tr><td>DIMENSIONS (HxWxD)</td><td>36.1"x29"x12.9"</td></tr><tr><td>WEIGHT</td><td>85 lbs</td></tr></table>  <p>BACK</p>  <p>SIDE</p>  <p>FRONT</p>  <p>BOTTOM</p>	ZAYO 5RU (LEFT SWING DOOR) FIBER NID ENCLOSURE		DIMENSIONS (HxWxD)	36.1"x29"x12.9"	WEIGHT	85 lbs	 <p>5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120</p>																								
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<p>FIBER TELCO ENCLOSURE DETAIL</p>	<p>CABINET DETAIL</p>	<p>METER SOCKET DETAIL</p>																																															
 <p>MINIMUM OF 75% OR 270' IN ANY DIRECTION</p> <p>GPS</p> <p>GPS UNIT</p> <p>OBSTRUCTIONS MUST BE BELOW 10°</p>	 <p>1.75"Ø</p> <p>27° MIN BEND RADIUS</p> <p>CU12PSM6P4XXX (4 AWG CONDUCTORS)</p> <p>1.60"Ø</p> <p>24° MIN BEND RADIUS</p> <p>CU12PSM9P6XXX (6 AWG CONDUCTORS)</p> <p>1.41"Ø</p> <p>22° MIN BEND RADIUS</p> <p>CU12PSM9P8XXX (8 AWG CONDUCTORS)</p>	<table border="1"><tr><td colspan="2">CHARLES INDUSTRY LT-97-002422 PLINTH KIT</td></tr><tr><td>DIMENSIONS (HxWxD)</td><td>6"x32"x32"</td></tr></table> <p>NOTE: GASKET AND MOUNTING HARDWARE INCLUDED</p>  <p>FRONT/BACK</p>  <p>PLAN</p>  <p>SIDE</p>	CHARLES INDUSTRY LT-97-002422 PLINTH KIT		DIMENSIONS (HxWxD)	6"x32"x32"																																											
CHARLES INDUSTRY LT-97-002422 PLINTH KIT																																																	
DIMENSIONS (HxWxD)	6"x32"x32"																																																
<p>GPS MINIMUM SKY VIEW REQUIREMENTS</p>	<p>CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADIUS</p>	<p>PLINTH KIT DETAIL</p>																																															

SAMSUNG MACRO AWS3/AWS4
4T4R 320W RU (RF4451D-70A)

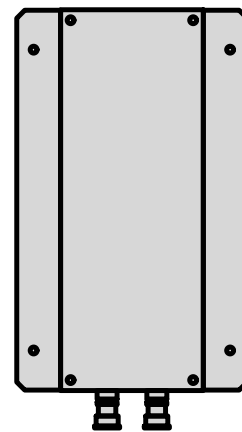
DIMENSIONS (HxWxD)	15.0"x15.0"x8.9"
WEIGHT	61.3 lbs
CONNECTOR TYPE	4.3-10, FEMALE
POWER SUPPLY	-48 VDC (-36 TO -58 VDC)



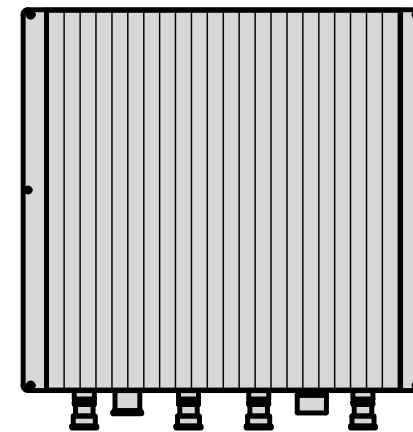
PLAN



BACK



SIDE



FRONT

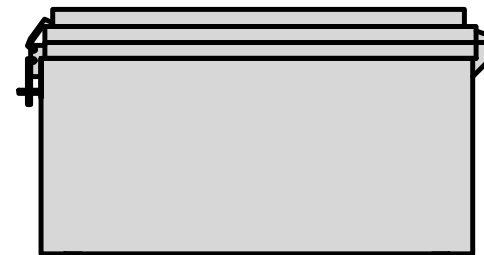
RRH DETAIL

NO SCALE

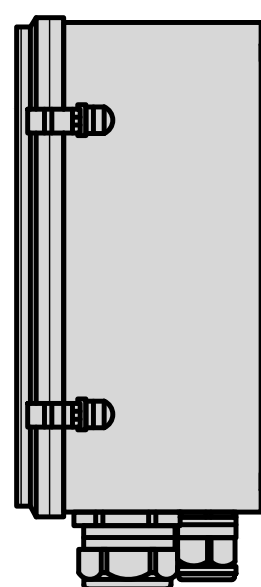
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RAYCAP RDIDC-9181-PF-48
DC SURGE PROTECTION

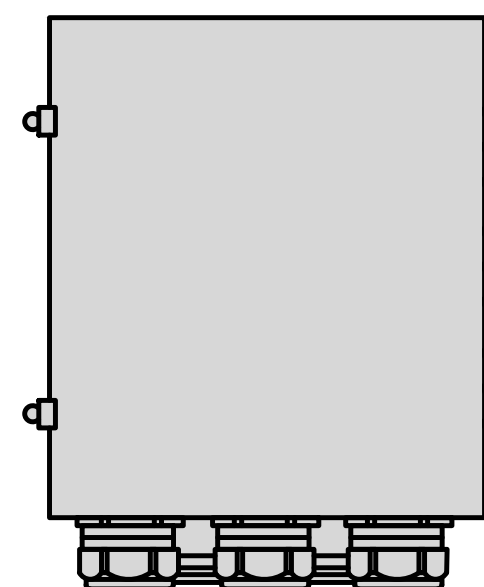
DIMENSIONS (HxWxD)	18.98"x14.39"x8.15"
WEIGHT	21.82 LBS



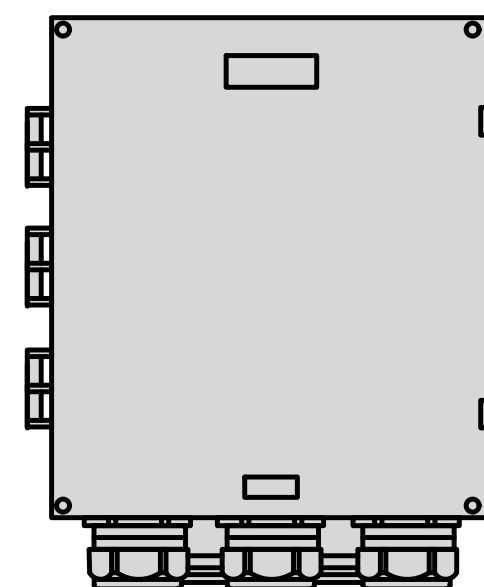
PLAN



SIDE



BACK



FRONT

SURGE SUPPRESSION DETAIL

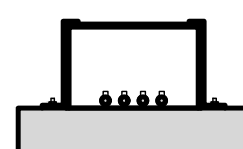
NO SCALE

4

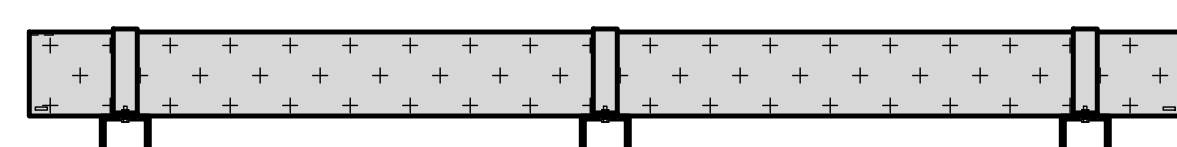
COMMSCOPE RT-CB4D
ROOFTOP COVER KIT

DIMENSIONS (HxWxL)	7"x 11.25"x 96"
WEIGHT/ VOLUME	85.98 LBS
CABLE RUN (QTY)	4

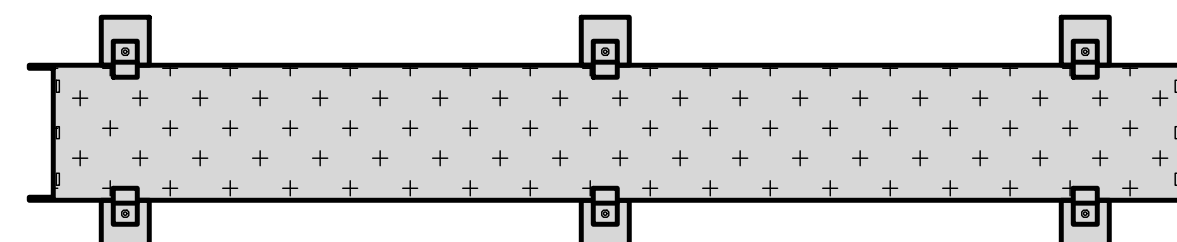
MOUNTING	NON-PENETRATING
INCLUDED PRODUCTS:	RTCB4D.01 CHANNEL (1) MT-F1598 SLEEPERS (3) RTCUH HARDWARE RTHC.01 HOLD-DOWN CLAMPS (6)



END



SIDE



PLAN

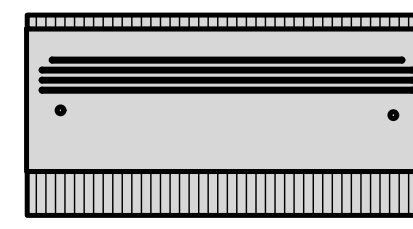
ROOFTOP CABLE TRAY DETAIL

NO SCALE

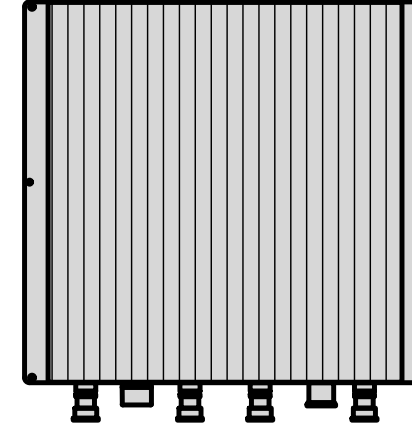
7

SAMSUNG DISH TRIBAND
4T4R 280W RU (RF4450T-71A)

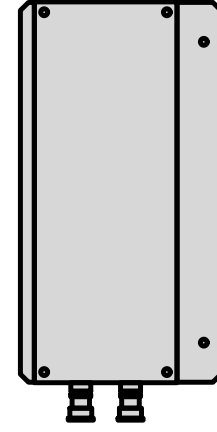
DIMENSIONS (HxWxD)	15.0"x16.5"x11.0"
WEIGHT	94.6 lbs
CONNECTOR TYPE	4.3-10, FEMALE
POWER SUPPLY	-48 VDC (-36 TO -58 VDC)



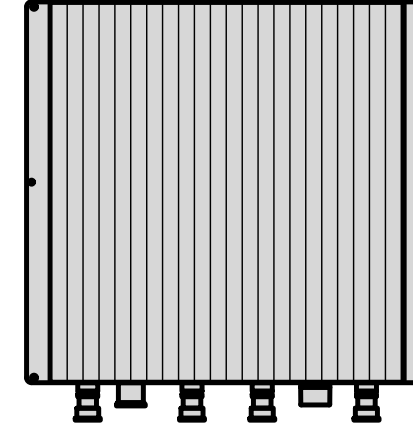
PLAN



BACK



SIDE



FRONT

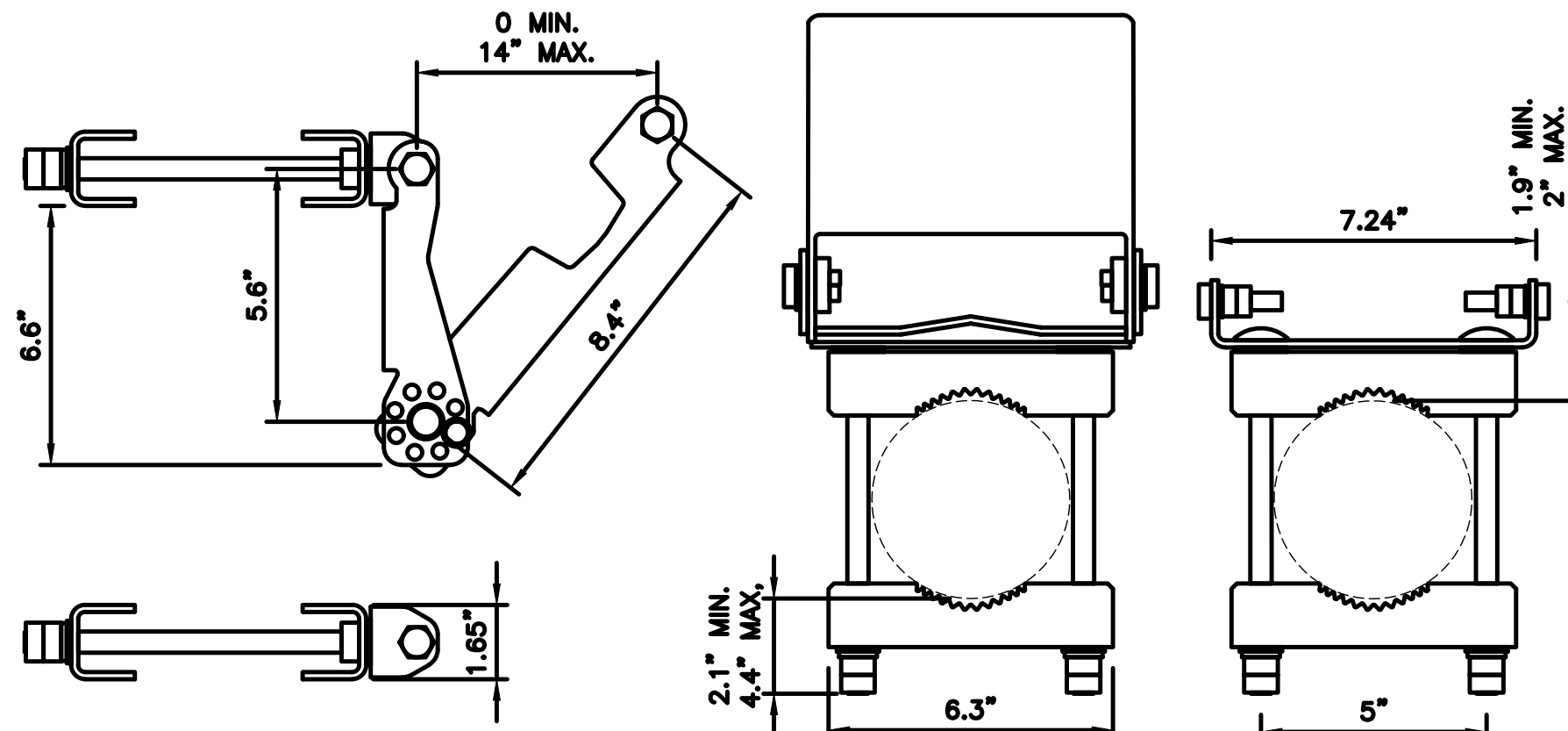
RRH DETAIL

NO SCALE

2

COMMSCOPE ANTENNA BRACKET
BSAMNT-3

DIAMETER COMPATIBILITY	2.362" - 4.528"
NET WEIGHT	13.669 lbs

NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT

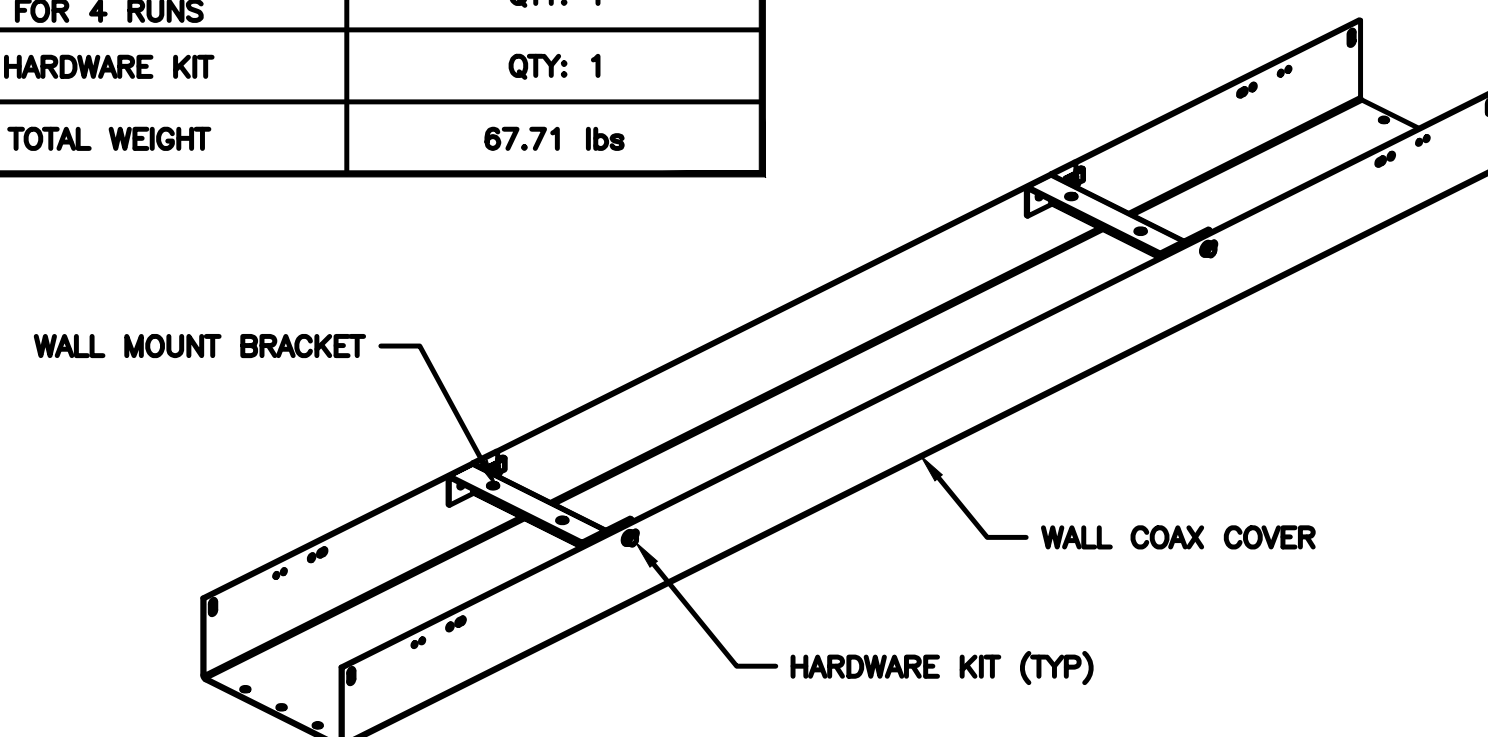
ANTENNA BRACKET DETAIL

NO SCALE

5

COMMSCOPE COAX WALL
SUPPORT MT-F1589

WALL MOUNT BRACKET (4 RUNS OF COAX)	QTY: 2
WALL COAX COVER FOR 4 RUNS	QTY: 1
HARDWARE KIT	QTY: 1
TOTAL WEIGHT	67.71 lbs



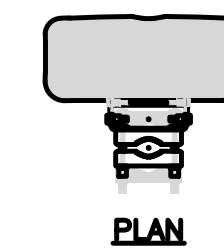
CABLE WALL SUPPORT

NO SCALE

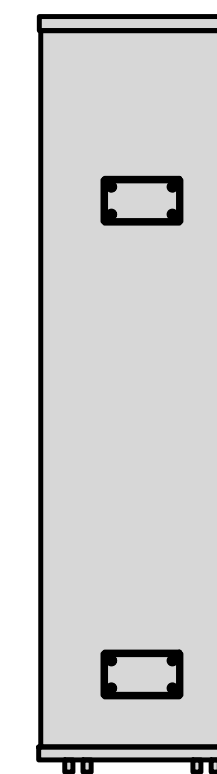
8

COMMSCOPE
FFV-65B-R2

DIMENSIONS (HxWxD)(MM/IN)	1828x498x197 72"x19.6"x7.8"
RF CONNECTOR INTERFACE	4.3-10 FEMALE
WEIGHT	70.8 lbs
WEIGHT WITH BRACKETS	98.1 lbs



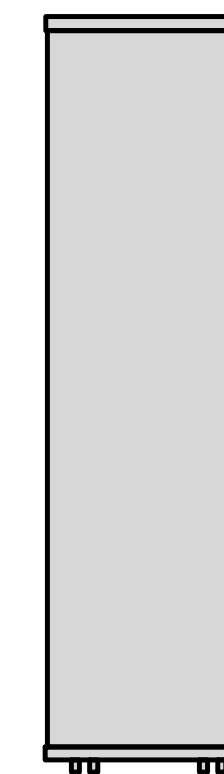
PLAN



BACK



SIDE

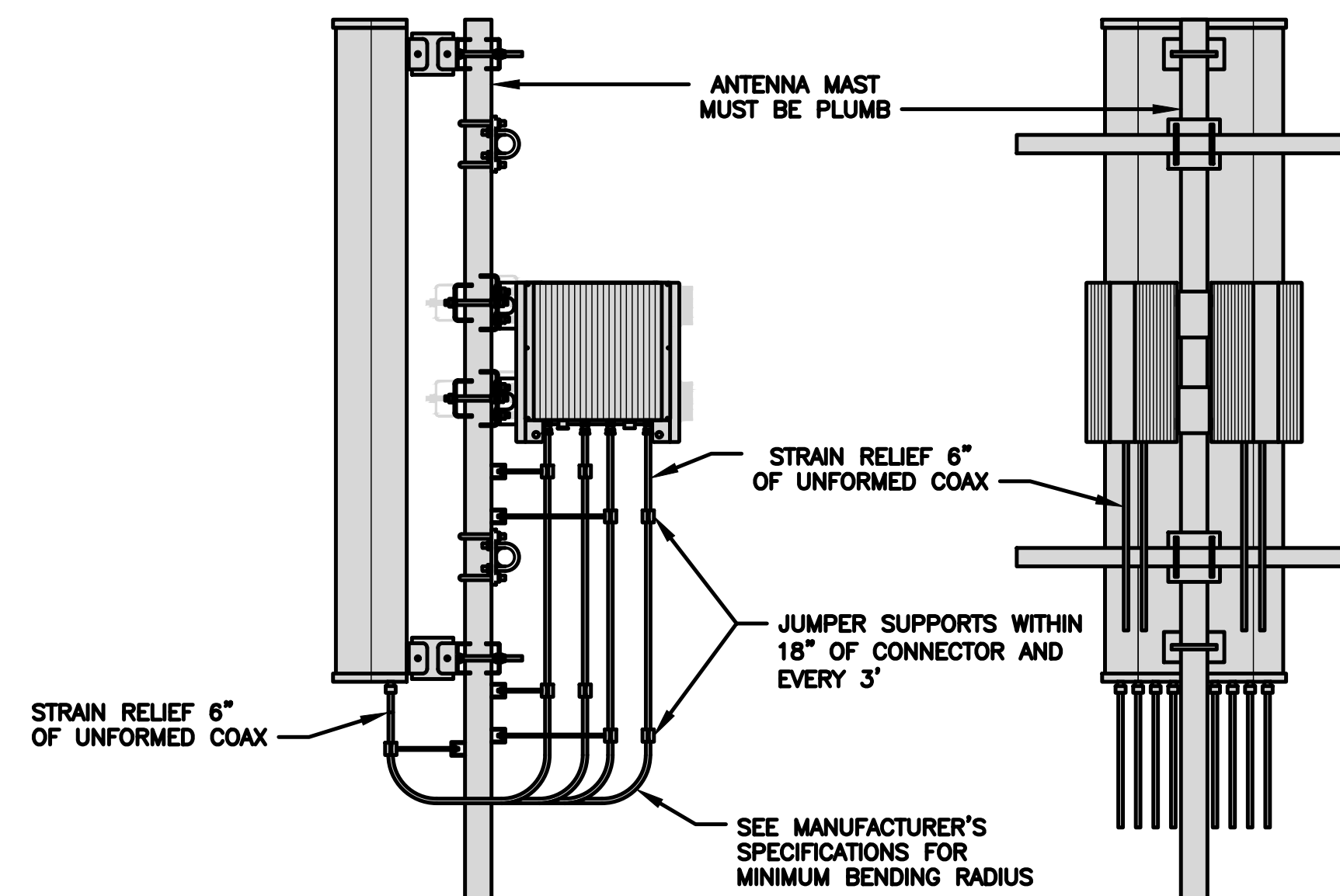


FRONT

ANTENNA DETAIL

NO SCALE

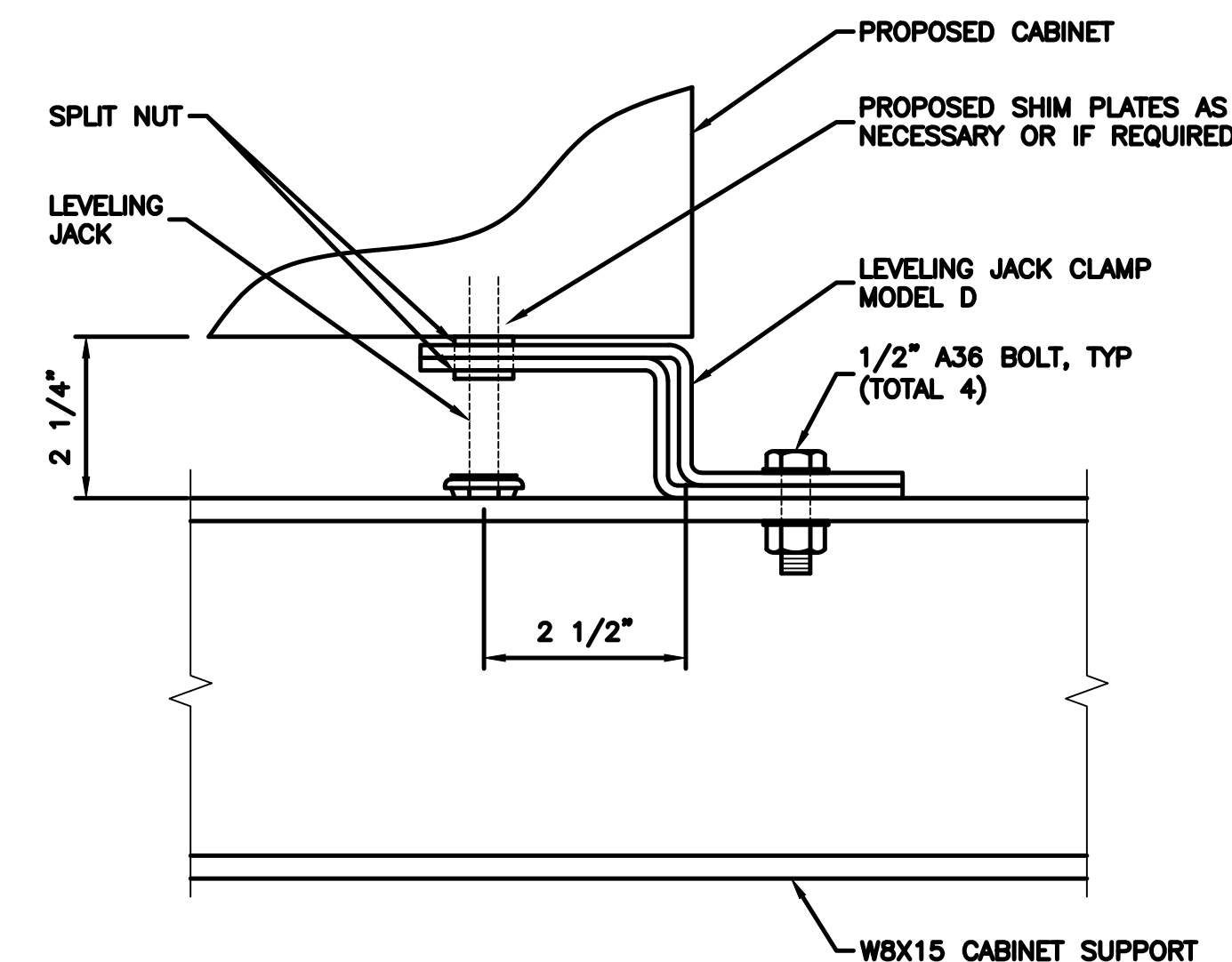
3



JUMPER SUPPORTS, BEND RADIUS AND STRAIN RELIEF

NO SCALE

6



TYPICAL EQUIPMENT SEISMIC DETAILS

NO SCALE

9

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A.D.

B.B.

M.L.

RFDS REV #: ---

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A&E PROJECT NUMBER

SESEA00475A

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A

7917 CENTER BLVD SE
SNOQUALMIE, WA 98065SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER

A-8



Lithium

DANGER! CORROSIVE! TOXIC! FLAMMABLE!

Emergency Overview:

Silver-colored, yellow when exposed to air, solid. Corrosive, causes severe burns. Toxic. Also causes: nausea, vomiting, abdominal pain, diarrhea, fatigue, dehydration, thirst. Chronic: CNS effects, kidney problems. Flammable. Reacts violently with water.

Precautionary Measures: Avoid exposure to skin. Wear protective clothing: Goggles, Face Shield, Gloves, Full Suit, Boots.

First Aid Procedures: Inhalation: Remove to fresh air and support breathing as needed. Eyes/Skin: Flush with flooding amounts of water for at least 15 minutes. Thoroughly wash skin with soap and water. Ingestion: Consult physician before inducing vomiting.

Fire Procedures: Flammable, Water reactive. Use "Lith-X", dry clay, or special mixtures of dry chemical, soda ash, and graphite. Do not use carbon dioxide, water, fog, foam, or halogens because they may cause an explosion.

Spill Procedures: Notify safety personnel, isolate and ventilate area, deny entry, and stay upwind. Shut off ignition sources. Shut off water. **DO NOT SWEEP!** Carefully scoop up or vacuum (with a HEPA filter). Cleanup crew should protect against exposure.

CAS No. 7439-93-2

BATTERY MANUFACTURER: POLARIUM

MODEL NUMBER: 23" 2U/200AH
SLB48-200-228-1U
13S SERIES, GENERATION 5

VOLTAGE: 48V

AMPERAGE CAPACITY Ah
(0.2C, 25°C TO 39 V): 200AH

CABINET CONTAINS 2 POLARIUM 48V 200AH LITHIUM
BATTERY MODULES TOTAL CAPACITY OF 20KWH
3822 ML OF ELECTROLYTE PER EACH BATTERY MODULE

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DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE	
BATTERY	SIGNAGE DETAILS

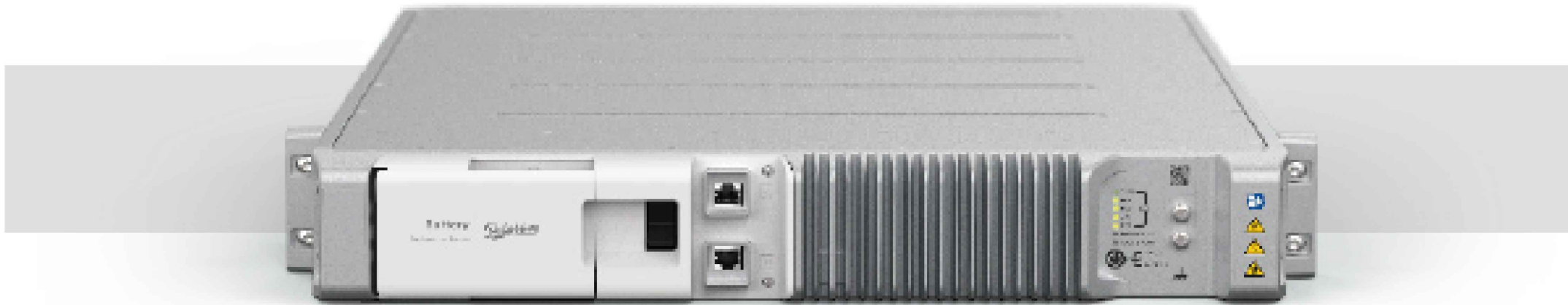
SHEET NUMBER

A-9



Battery 23" 2U / 200Ah

SLB48-200-228-1U
13S Series, Generation 5



Polarium Battery is an advanced power backup system for telecom use. Its rechargeable smart lithium-ion battery provides reliable power backup for hybrid, off-grid and grid-connected telecom sites worldwide.

Safe

All our products are designed with your safety in mind - thoroughly verified and certified for safe operation.

Simple

Advanced technology made super easy to use. easy to install, maintenance free, charge control.

Strong

Works in all conditions and environments. Extra protection against dust and moisture for prolonged life.

Smart

Automatic balancing, automatic reconnect, remote monitoring options and much more.

Secure

Our unique, patented Anti-Theft Device disables function of batteries if removed from site. It's prepared for optional GPS tracker.

Sustainable

The lifetime is extraordinary long. It's small, light, maintenance free and can be remotely controlled.

DS2002281U-Rev 4.0



Technical Specification

Enclosure Size	23" 2U
Lithium Chemistry	NMC
Rated Voltage	48 V
Rated Capacity Ah (0.2C, 25°C to 39 V)	200 Ah
Rated Energy Wh (0.2C, 25°C to 39 V)	9676 Wh
Calendar Life @ 80% SOC	20 years
Peak Discharge Power	6kW for 60 seconds
Discharge Cutoff Current	100 A
End-of-Discharge Voltage (LVBD)**	39 V
Charge Current Limitation (CLD)*	100 A
Charge Voltage for 100% SOC	54.6 V
Charge Voltage for 80% SOC	52 V
Operating Temperature Charging	0 to +55°C (32 to 131°F)
Operating Temperature Discharging	-20 to +60°C (-4 to 140°F)
Operating Relative Humidity	According to ETSI 300 019-1-3 class 3.2 (0-95%)
Storage Temperature	-20 to +60°C (-4 to 140°F)
Weight	Approx. 53 Kg (116.8 lbs)
Dimensions mm (in")	W 544 D 725 H 87 (W 21.4" D 28.5" H 3.4")
Circuit breaker	100 A, BMS Controlled, dual pole
IP class	IP20
Communication Protocols	RS485, RJ45 (2) ports, Modbus
Certified according to	UL1973, UL62368, UN38.3
Management & Monitoring	Software for PC (Studio) included for full local monitoring and management. Remote connection via Modbus

*If the charge current is 100A or higher, the battery will automatically reduce the charge current to 6-12A temporarily
**Cut off when one cell reaches 2.5V, 13 cells in series
Data subject to change without notice

Polarium Energy Solutions AB
Jan Stenbecks Torg 17 | P.O. Box 1037 | SE-164 21, Kista, Sweden
Phone: +46 8 5454 4000 | info@polarium.com | www.polarium.com

NOTES

1. POLARIUM SLB48-200-228-1U HAS BEEN TESTED FOR THERMAL RUNAWAY PROTECTION TO THE STANDARD OF UL 1973.

NOTE:
MAXIMUM OF (2) 48V 200Ah (POLARIUM) LITHIUM ION BATTERY MODULES. BATTERY 23" 2U / 200Ah MODEL SLB48-200-228-1U 13S SERIES, GENERATION 5. TOTAL CAPACITY OF 19.36 KWh. 3822 ML OF ELECTROLYTE PER EACH BATTERY MODULE.
COMPLIANCE WITH WASHINGTON FIRE CODE SECTION 1206.1.1 IS NOT REQUIRED

TABLE 1206.2 BATTERY STORAGE SYSTEM THRESHOLD QUANTITIES:	
BATTERY TECHNOLOGY:	CAPACITY:*
FLOW BATTERIES**	20 kWh
LEAD ACID, ALL TYPES	70 kWh
LITHIUM, ALL TYPES	20 kWh
NICKEL CADMIUM (Ni-Cd)	70 kWh
SODIUM, ALL TYPES	20 kWh***
OTHER BATTERY TECHNOLOGIES	10 kWh
* FOR BATTERIES RATED IN AMP-HOURS,kWh SHALL BE EQUAL RATED VOLTAGE TIMES AMP-HOUR RATING DIVIDED BY 1000.	
** SHALL INCLUDE VANADIUM, ZINC-BROMINE, POLYSULFIDE-BROMIDE, AND OTHER FLOWING ELECTROLYTE-TYPE TECHNOLOGIES.	
*** 70 kWh FOR SODIUM-ION TECHNOLOGIES.	

TABLE 1206.2.9 MAXIMUM ALLOWABLE BATTERY QUANTITIES:		
BATTERY TECHNOLOGY:	MAXIMUM ALLOWABLE QUANTITIES:*	GROUP H OCCUPANCY:
FLOW BATTERIES**	600 kWh	GROUP H-2
LEAD ACID, ALL TYPES	UNLIMITED	N/A
LITHIUM, ALL TYPES	600 kWh	GROUP H-2
NICKEL CADMIUM (Ni-Cd)	UNLIMITED	N/A
SODIUM, ALL TYPES	600 kWh	GROUP H-2
OTHER BATTERY TECHNOLOGIES	200 kWh	GROUP H-2***
*** FOR BATTERIES RATED IN AMP-HOURS,kWh SHALL BE EQUAL RATED VOLTAGE TIMES AMP-HOUR RATING DIVIDED BY 1000.		
** SHALL INCLUDE VANADIUM, ZINC-BROMINE, POLYSULFIDE-BROMIDE, AND OTHER FLOWING ELECTROLYTE-TYPE TECHNOLOGIES.		
*** SHALL BE A GROUP H-4 OCCUPANCY IF THE FIRE CODE OFFICIAL DETERMINES THAT A FIRE OR THERMAL RUNAWAY INVOLVING THE BATTERY TECHNOLOGY DOES NOT REPRESENT A SIGNIFICANT FIRE HAZARD.		



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A&E PROJECT NUMBER
SESEA00475A

DISH Wireless L.L.C. PROJECT INFORMATION
SESEA00475A 7917 CENTER BLVD SE SNOQUALMIE, WA 98065

SHEET TITLE
BATTERY SPECIFICATIONS

SHEET NUMBER
A-10

CONTRACTOR TO SITE VERIFY, CONFIRM ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND FABRICATION. REPORT ANY DISCREPANCIES TO THE ENGINEER.

FRP SCREEN TO BE PAINTED TO MATCH EXISTING BUILDING

NOTE

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ROOF MEMBRANE DURING CONSTRUCTION. REPAIR ANY DAMAGE TO PRE-CONSTRUCTION CONDITIONS.
2. CONTRACTOR TO SITE VERIFY, CONFIRM ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND FABRICATION. REPORT ANY DISCREPANCIES TO THE ENGINEER.

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wireless.

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SESEA00475A

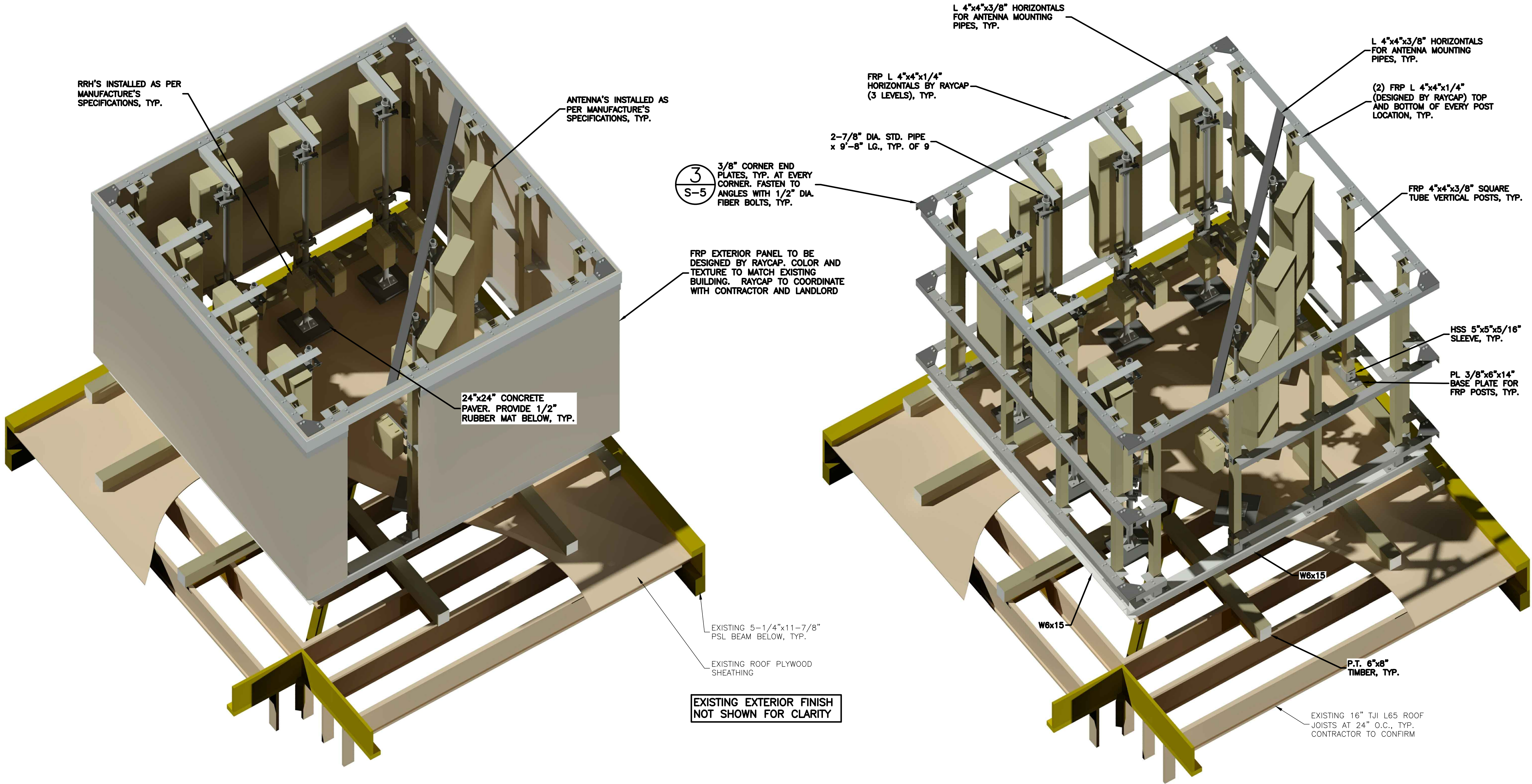
DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
ANTENNA SCREEN
ISOMETRIC VIEWS

SHEET NUMBER

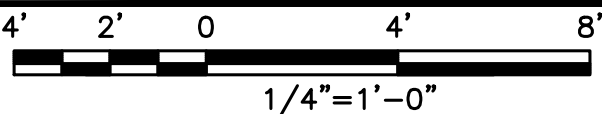
S-1



ANTENNA SCREEN ISOMETRIC VIEW (WITH SCREEN)

ANTENNA SCREEN ISOMETRIC VIEW (WITHOUT SCREEN)

ANTENNA SCREEN ISOMETRIC VIEWS



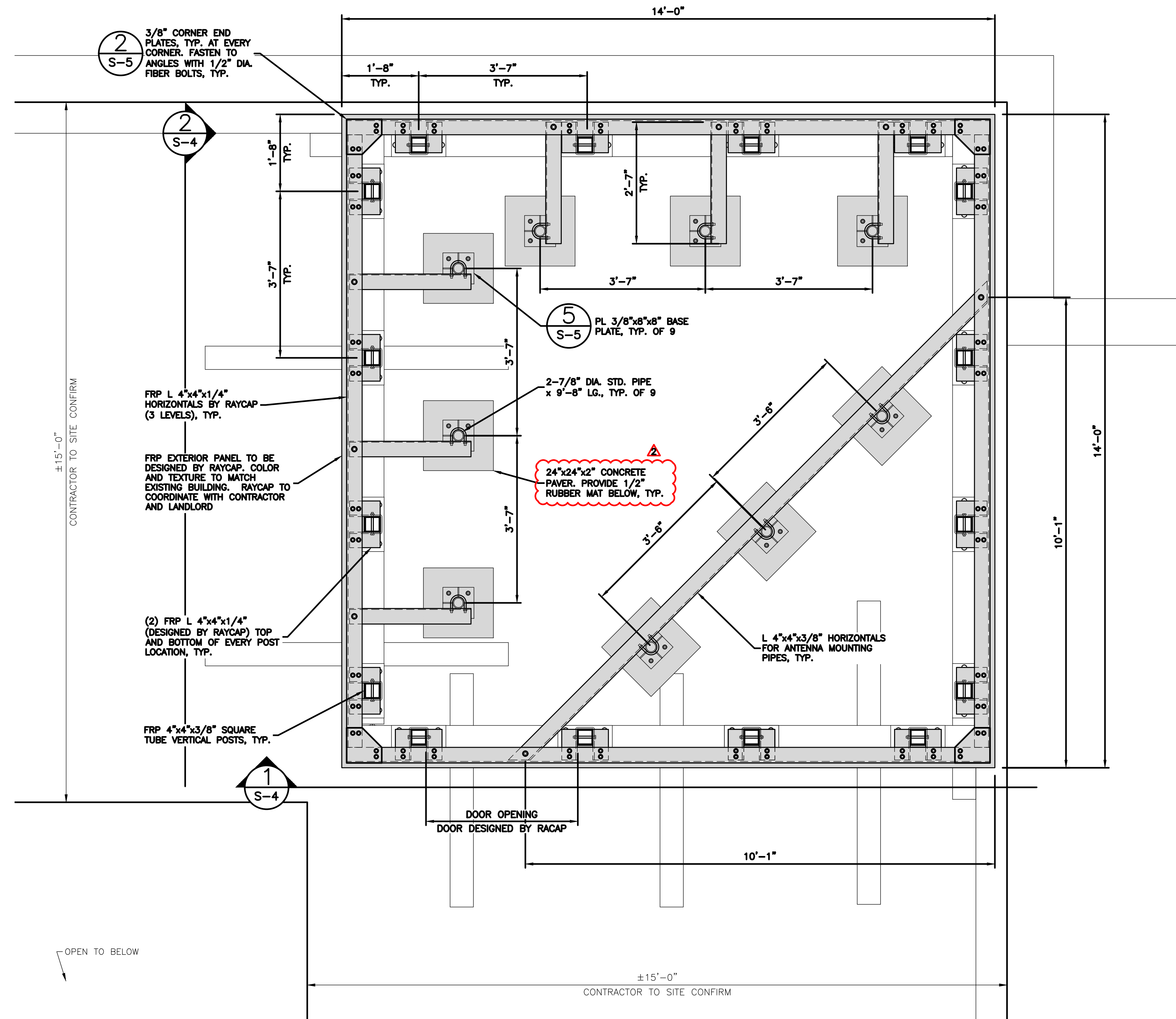
1



1

NOTE

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A.D. B.B. M.L.

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PROJECT INFORMATION

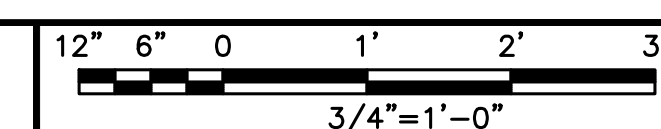
SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
ANTENNA SCREEN
UPPER FRAME LAYOUT

SHEET NUMBER

S-3

ANTENNA SCREEN LOWER FRAME LAYOUT



1

NOTE

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DISH Wireless L.L.C.
PROJECT INFORMATION

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7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
ANTENNA SCREEN SECTIONS

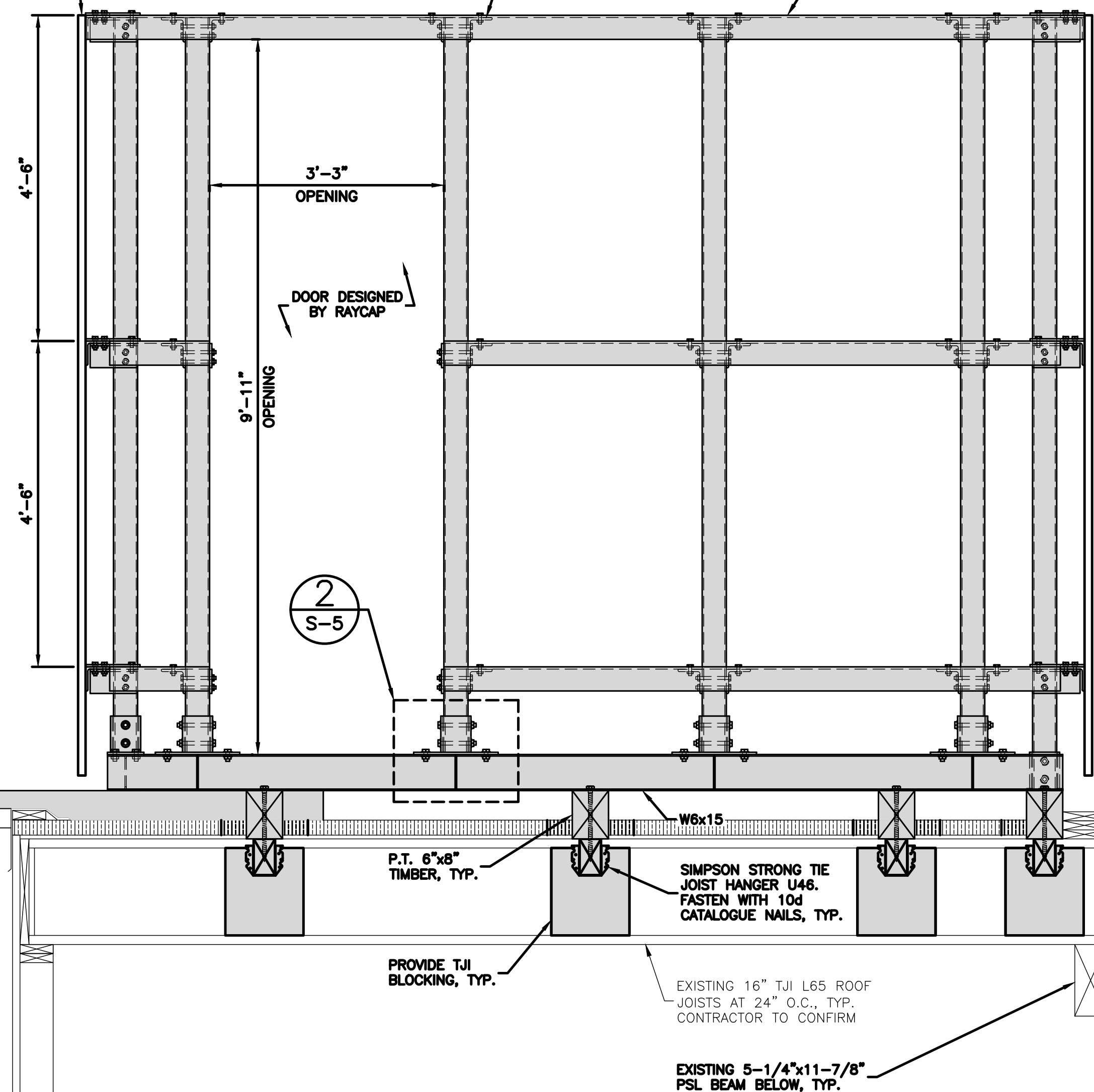
SHEET NUMBER

S-4

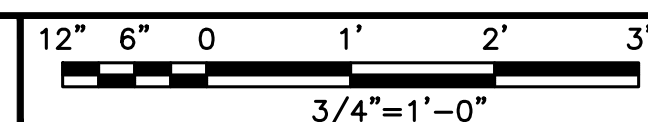
FRP EXTERIOR PANEL TO BE DESIGNED BY RAYCAP. COLOR AND TEXTURE TO MATCH EXISTING BUILDING. RAYCAP TO COORDINATE WITH CONTRACTOR AND LANDLORD

(2) FRP L 4"x4"x1/4" (DESIGNED BY RAYCAP) TOP AND BOTTOM OF EVERY POST LOCATION, TYP.

FRP L 4"x4"x1/4" HORIZONTALS BY RAYCAP (3 LEVELS), TYP.



SECTION

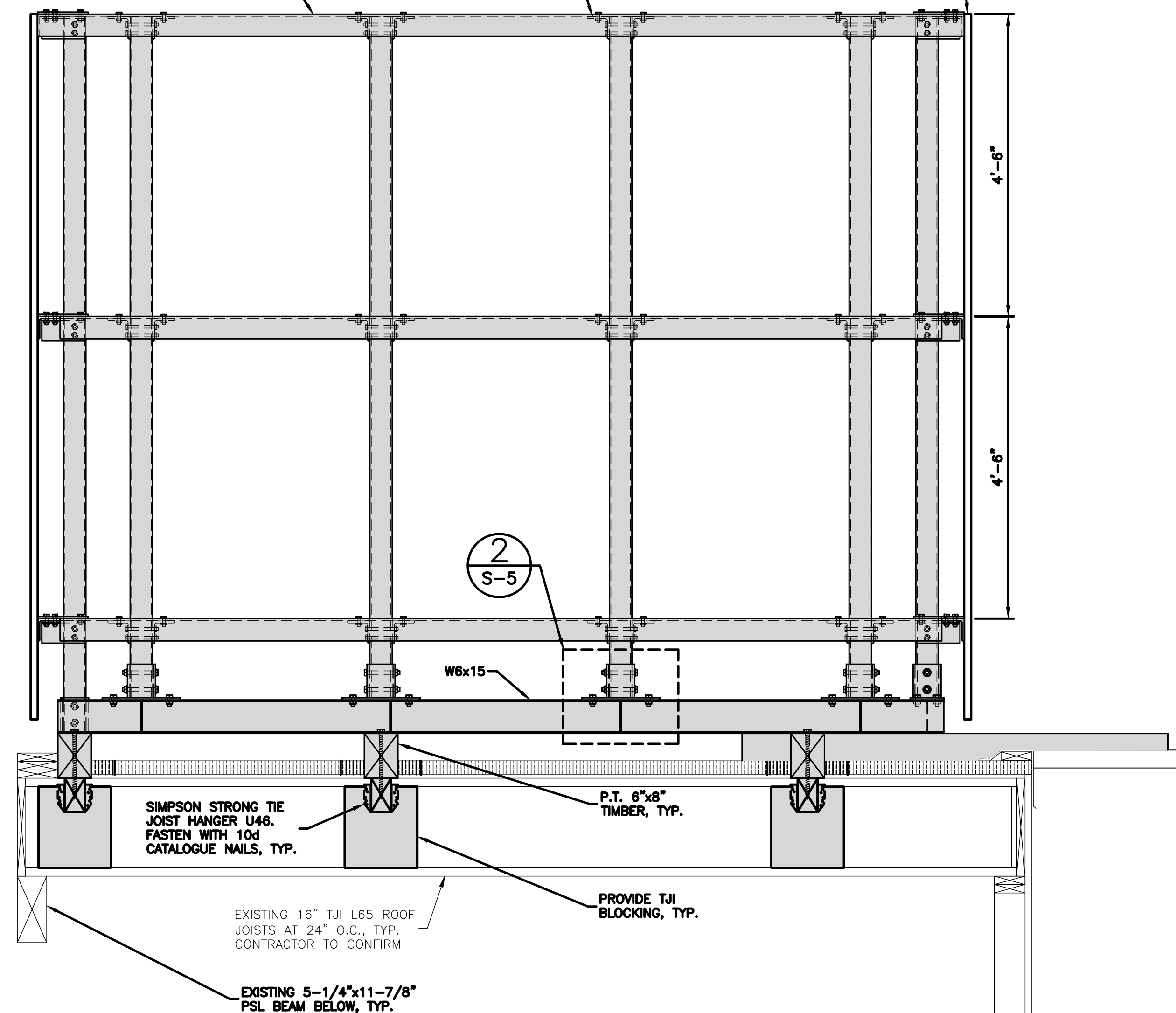


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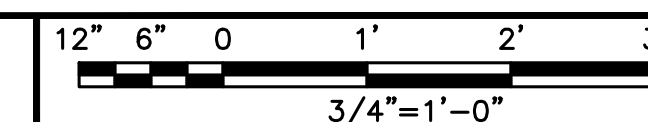
FRP L 4"x4"x1/4" HORIZONTALS BY RAYCAP (3 LEVELS), TYP.

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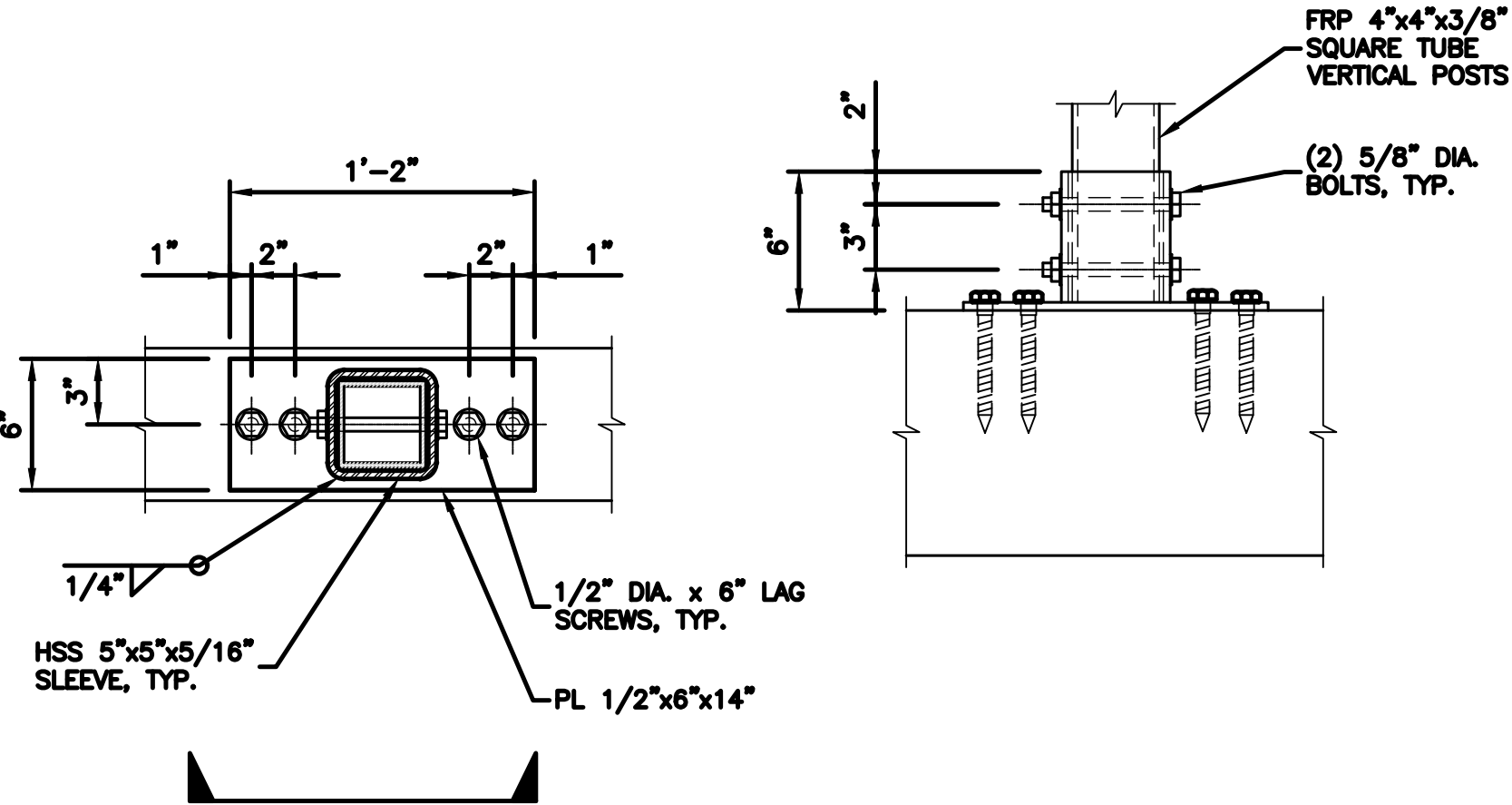
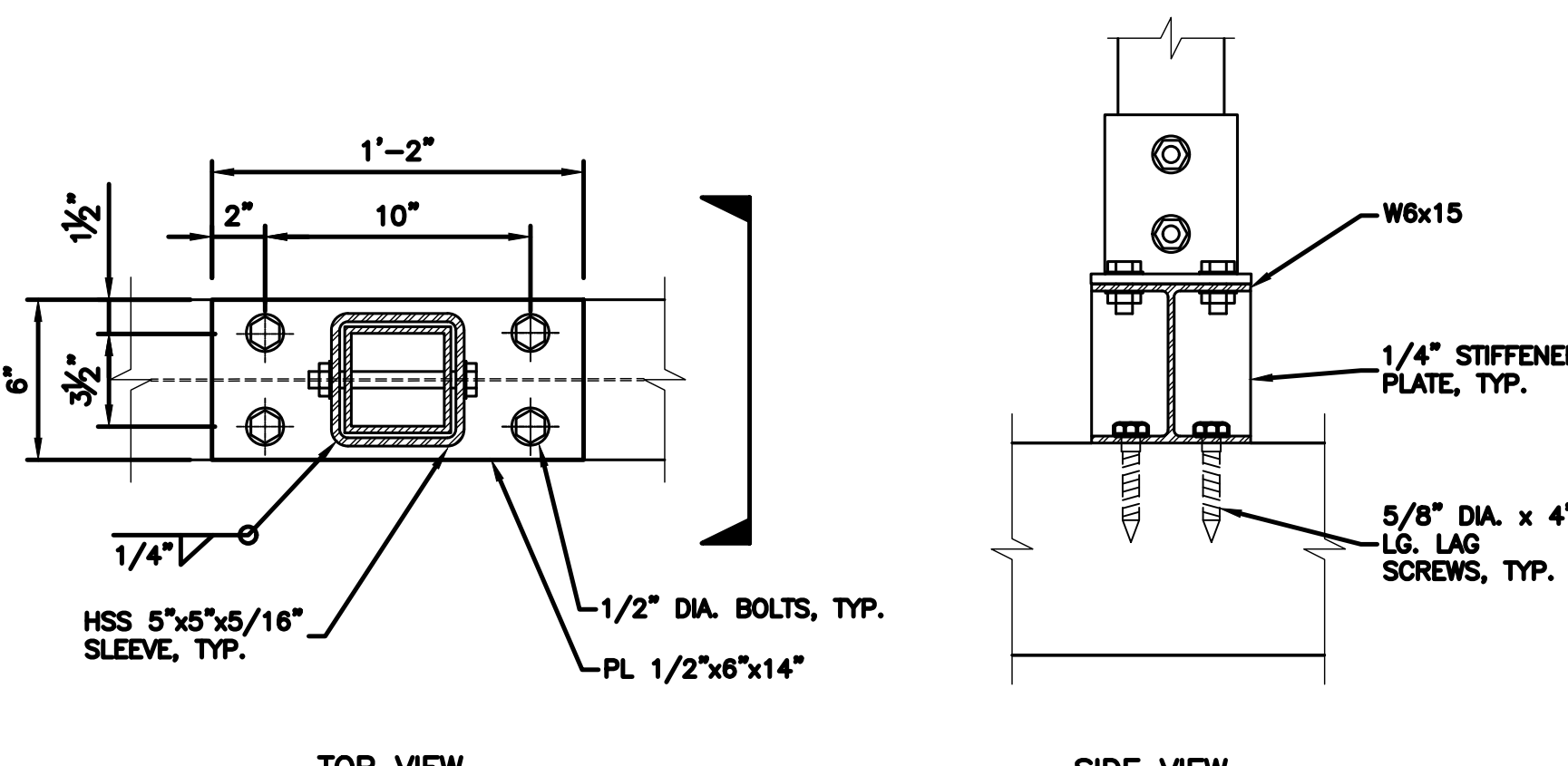
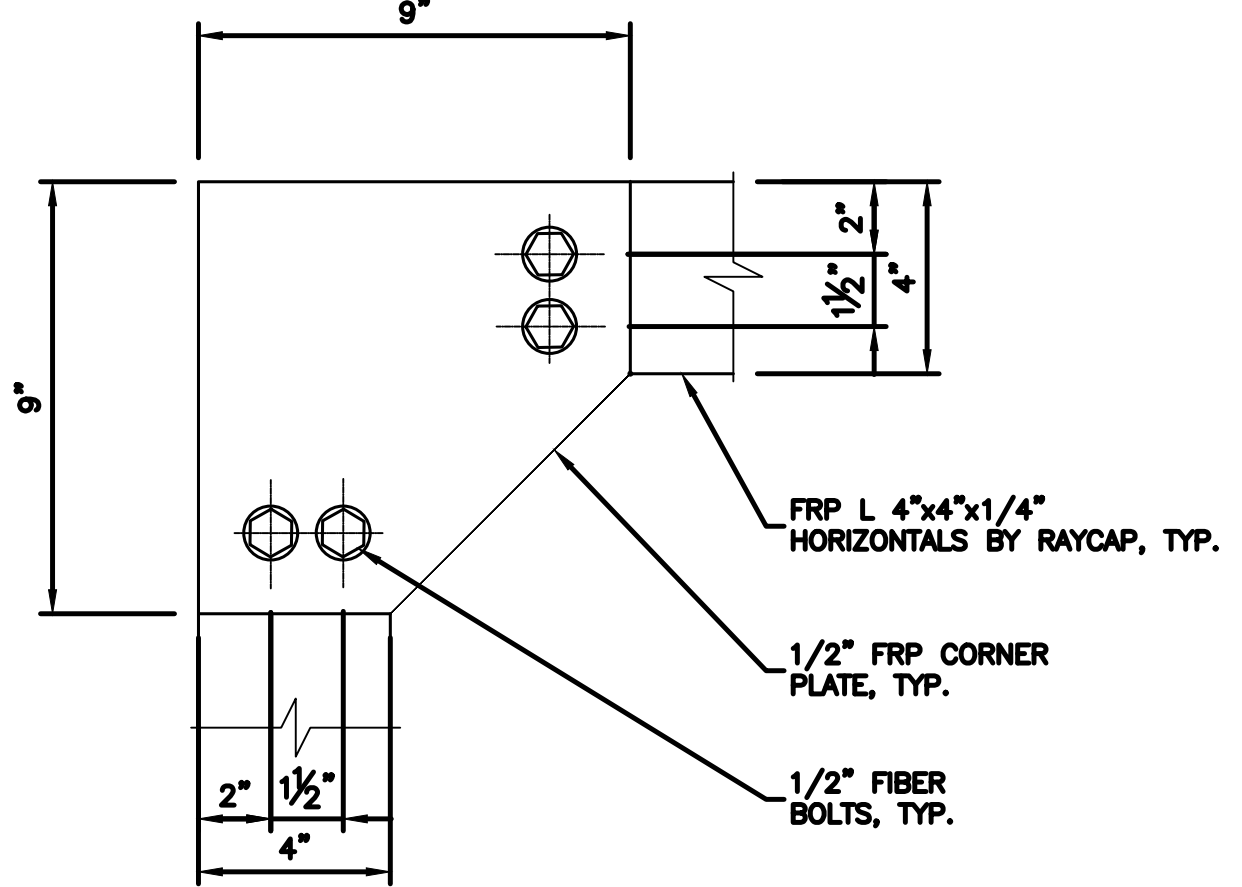
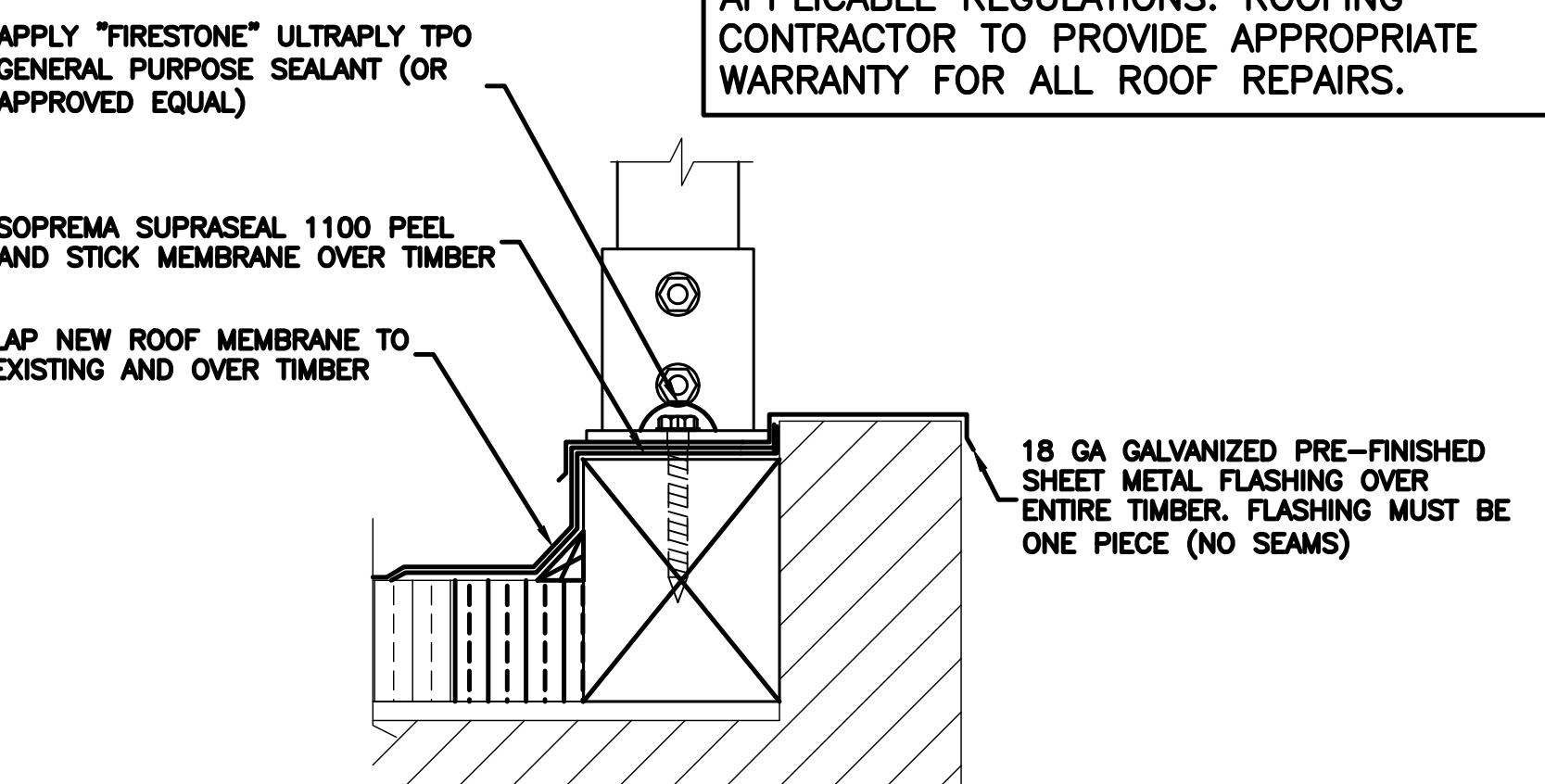
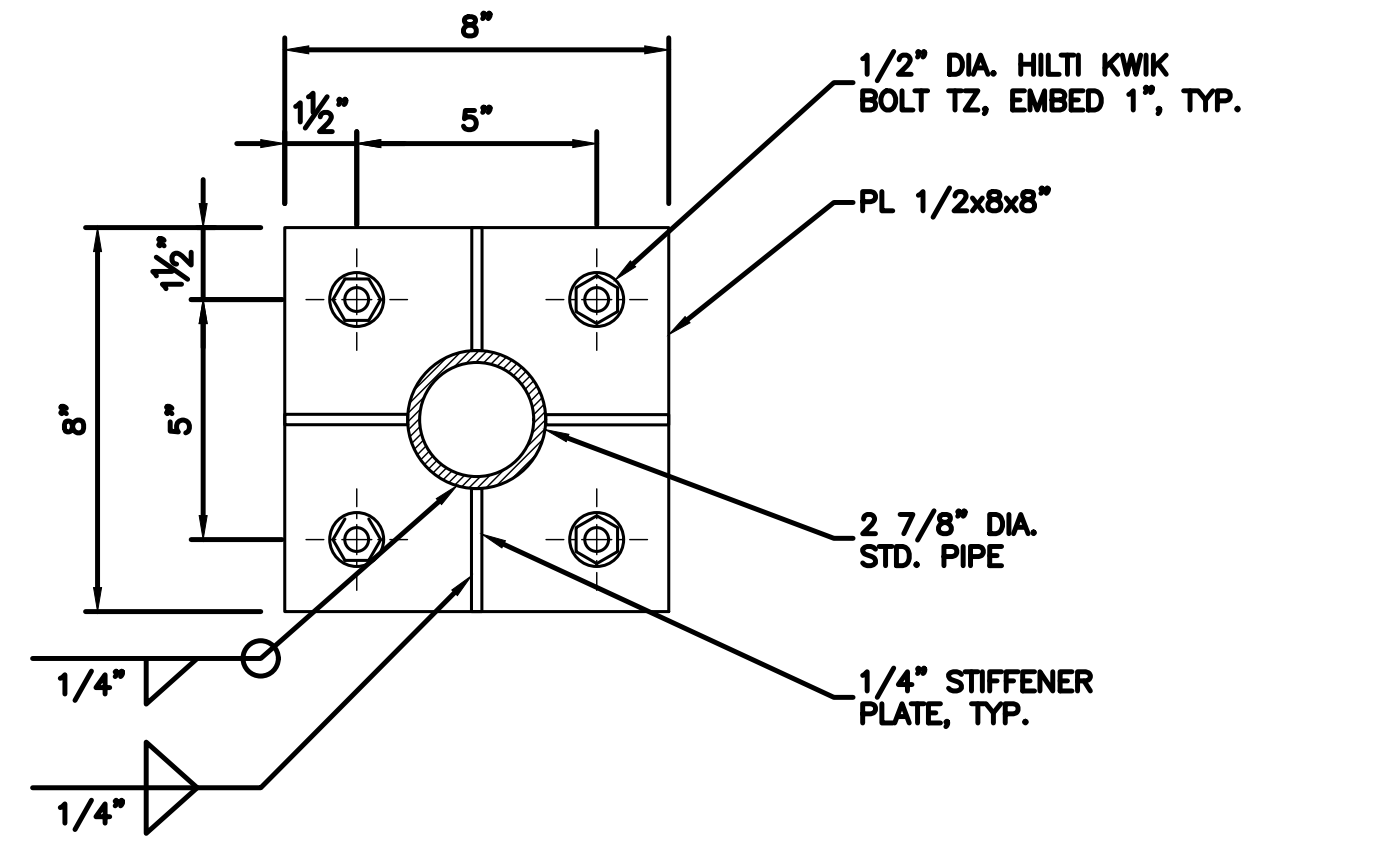
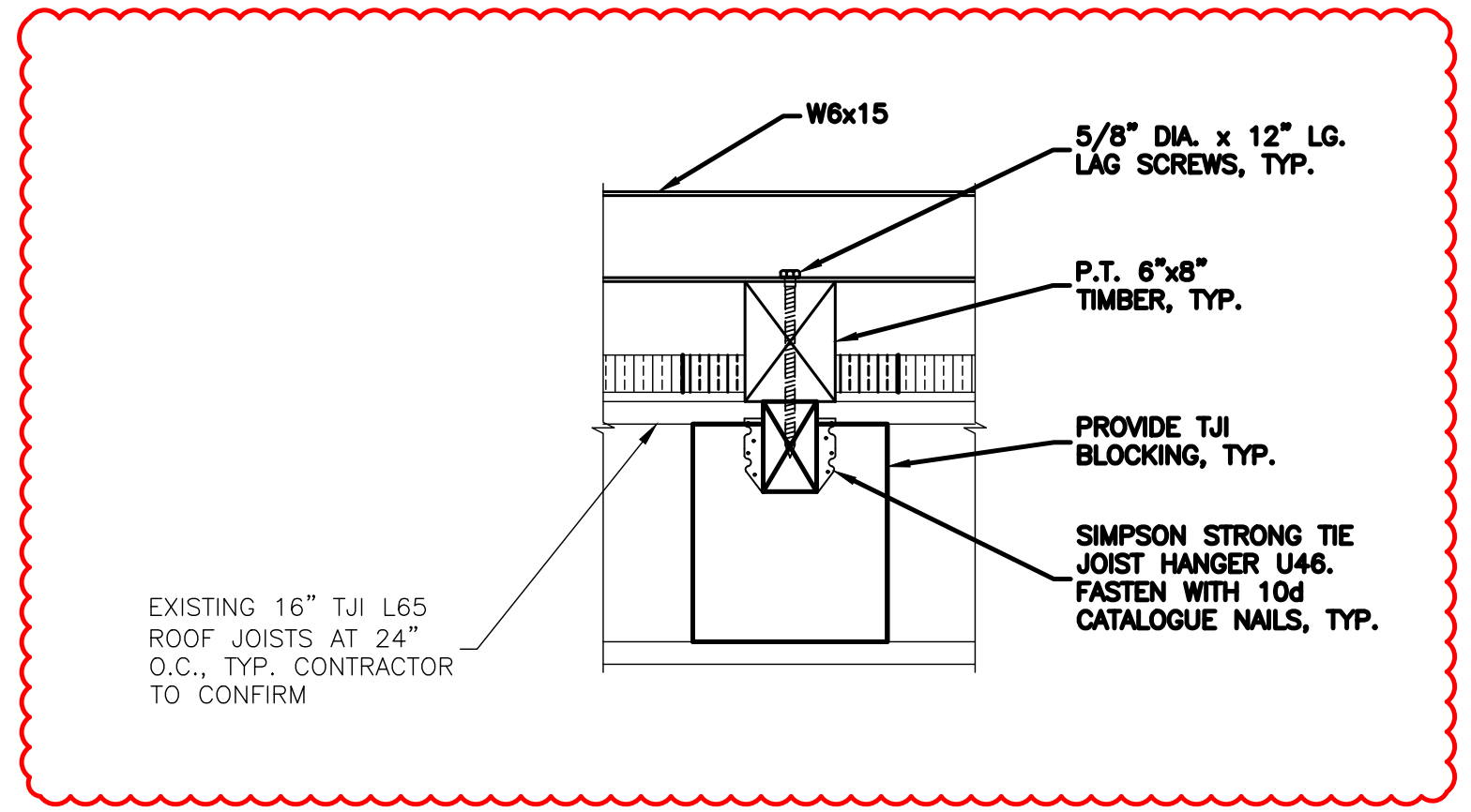
FRP EXTERIOR PANEL TO BE DESIGNED BY RAYCAP. COLOR AND TEXTURE TO MATCH EXISTING BUILDING. RAYCAP TO COORDINATE WITH CONTRACTOR AND LANDLORD



SECTION



2

 <p>TOP VIEW</p> <p>FRONT VIEW</p>	NO SCALE	1	 <p>TOP VIEW</p> <p>SIDE VIEW</p>	NO SCALE	2	 <p>CORNER CONNECTION PLATE DETAIL</p>	NO SCALE	3
 <p>CONTRACTOR TO OBTAIN THE SERVICES OF A QUALIFIED ROOFING CONTRACTOR FOR ROOFING WORK. ALL WORK SHOULD BE DONE IN ACCORDANCE WITH APPLICABLE LOCAL JURISDICTION, CODES, ORDINANCES AND APPLICABLE REGULATIONS. ROOFING CONTRACTOR TO PROVIDE APPROPRIATE WARRANTY FOR ALL ROOF REPAIRS.</p> <p>APPLY "FIRESTONE" ULTRAPLY TPO GENERAL PURPOSE SEALANT (OR APPROVED EQUAL)</p> <p>SOPREMA SUPRASEAL 1100 PEEL AND STICK MEMBRANE OVER TIMBER</p> <p>LAP NEW ROOF MEMBRANE TO EXISTING AND OVER TIMBER</p> <p>18 GA GALVANIZED PRE-FINISHED SHEET METAL FLASHING OVER ENTIRE TIMBER. FLASHING MUST BE ONE PIECE (NO SEAMS)</p>	NO SCALE	4	 <p>ANTENNA BASE PLATE DETAIL</p>	NO SCALE	5	 <p>EXISTING 16" TJI L65 ROOF JOISTS AT 24" O.C., TYP. CONTRACTOR TO CONFIRM</p> <p>TYPICAL BLOCKING CONNECTION DETAIL</p>	NO SCALE	6
<p>TYPICAL WATERPROOFING DETAIL</p>	NO SCALE	7	<p>ANTENNA BASE PLATE DETAIL</p>	NO SCALE	8	<p>TYPICAL BLOCKING CONNECTION DETAIL</p>	NO SCALE	9

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5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

CORE ONE
CONSULTING USA

13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006



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A.D. B.B. M.L.

RFDS REV #: ---

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A&E PROJECT NUMBER
SESEA00475A

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
ANTENNA SCREEN
CONNECTION DETAILS

SHEET NUMBER

S-5

NOTES

1. CONTRACTOR TO SITE VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER.
2. PROVIDE VENT HOLES AS REQUIRED FOR GALVANIZING.
3. ALL WELDS TO BE SEALED.
4. ANCHOR EQUIPMENT CABINET AS PER MANUFACTURER'S RECOMMENDATIONS.

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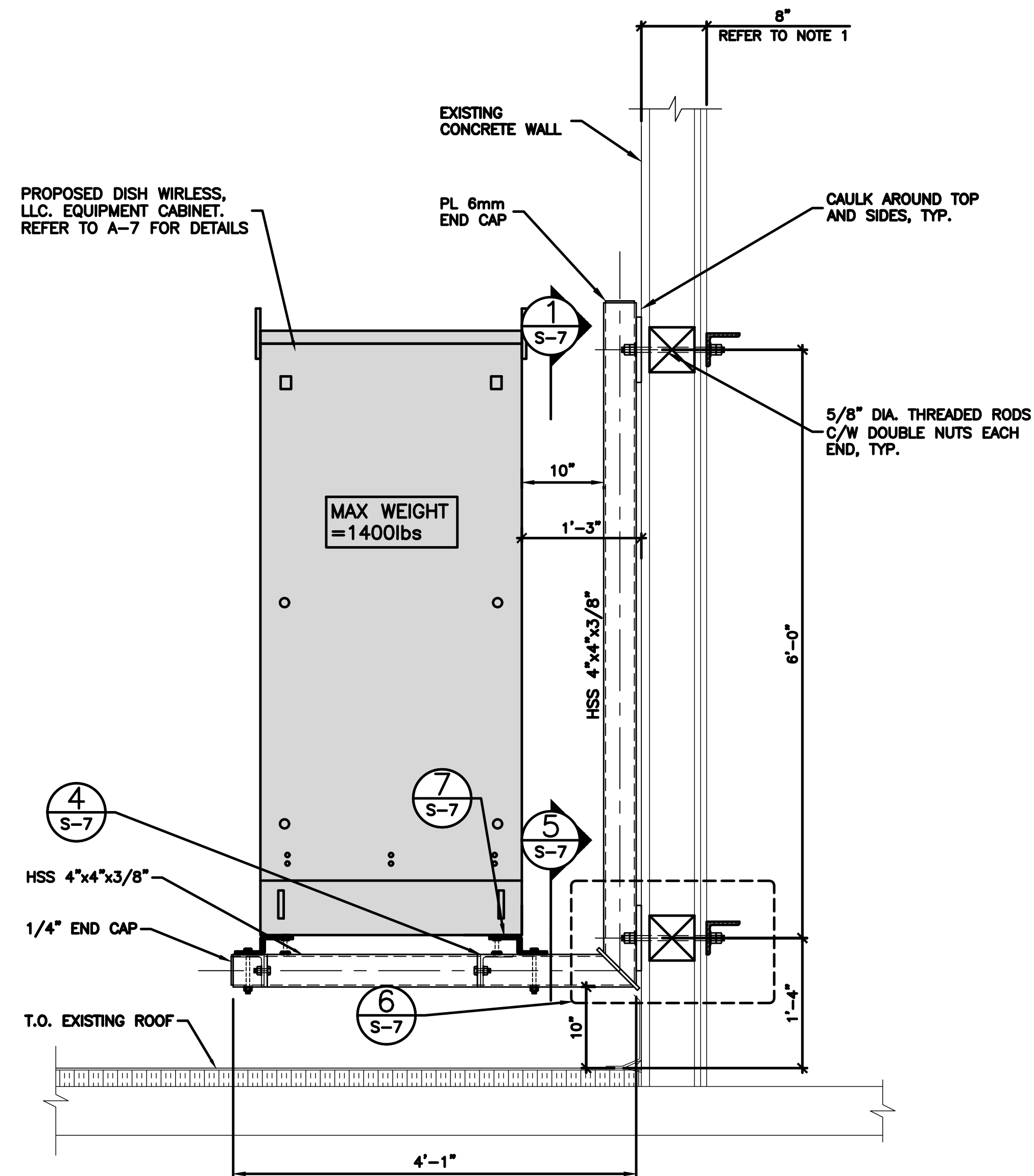
DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

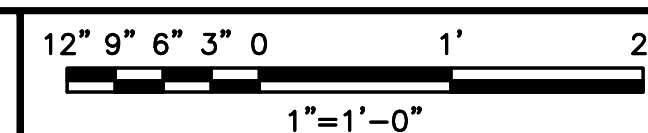
SHEET TITLE
EQUIPMENT FRAME
DETAILS I

SHEET NUMBER

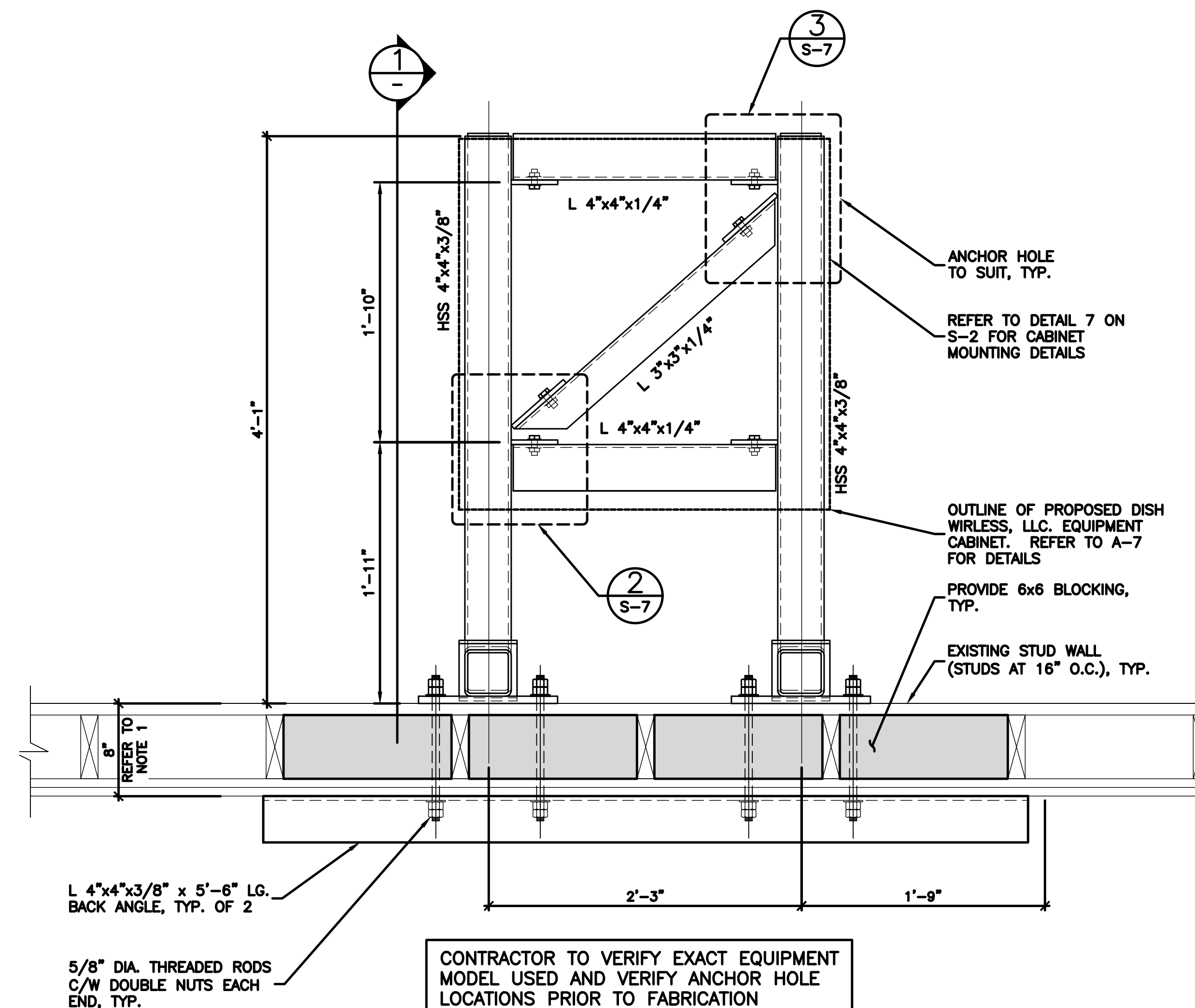
S-6



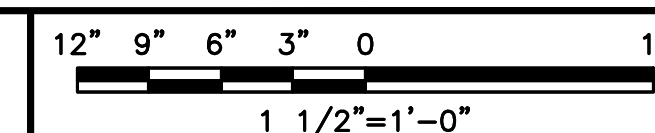
EQUIPMENT FRAME SECTION



1



EQUIPMENT FRAME PLAN



2

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DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
EQUIPMENT FRAME
DETAILS II

SHEET NUMBER

S-7

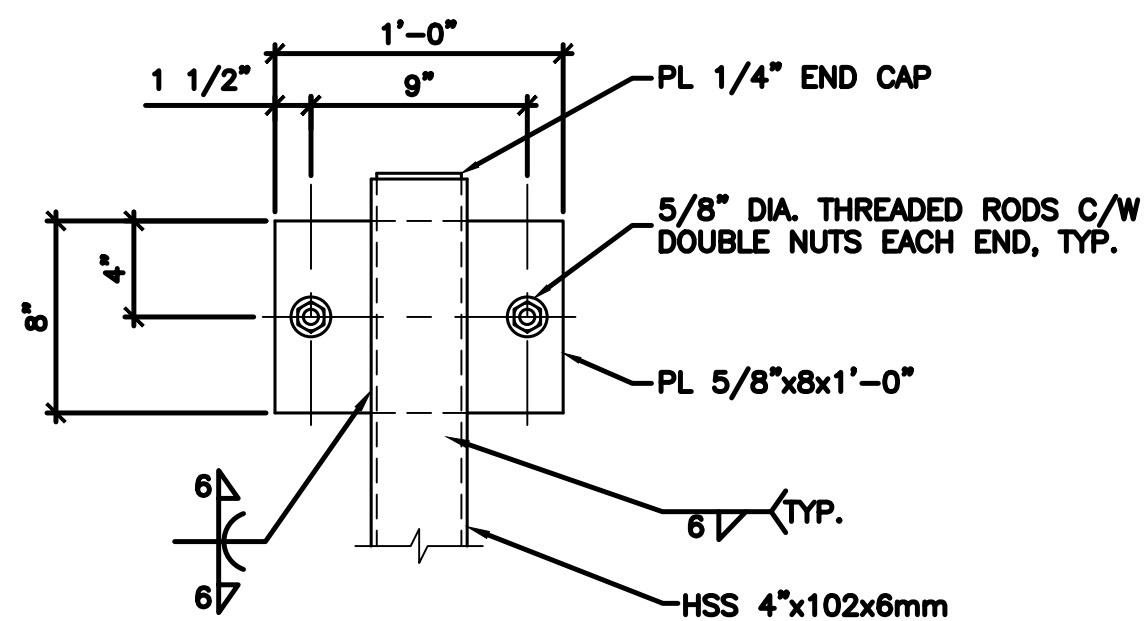
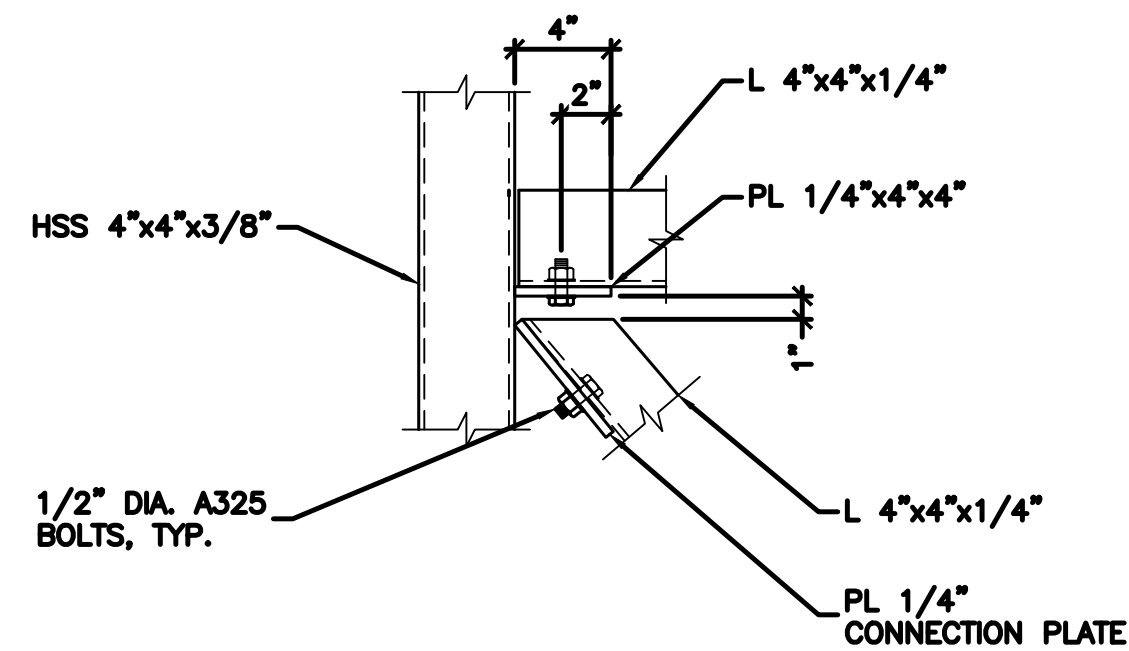


PLATE CONNECTION DETAIL

NO SCALE

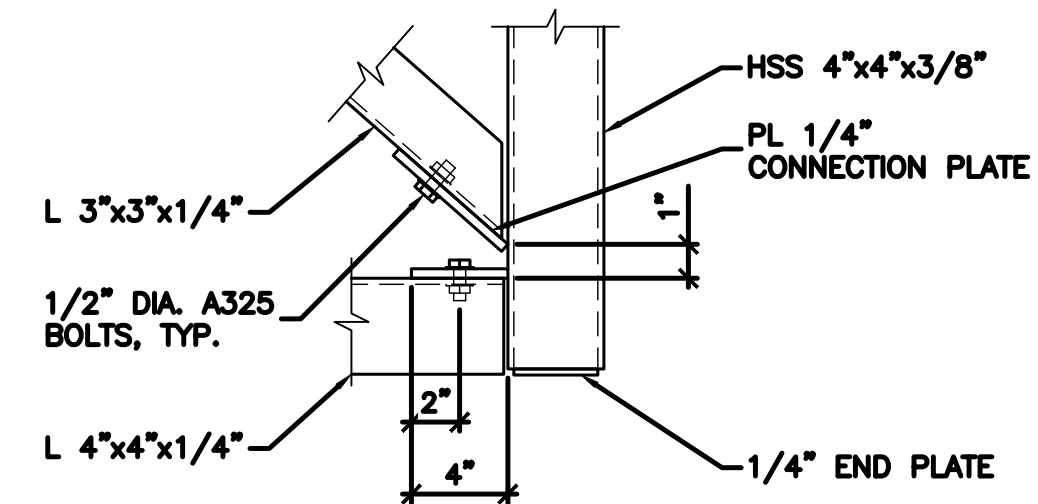
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CONNECTION DETAIL

NO SCALE

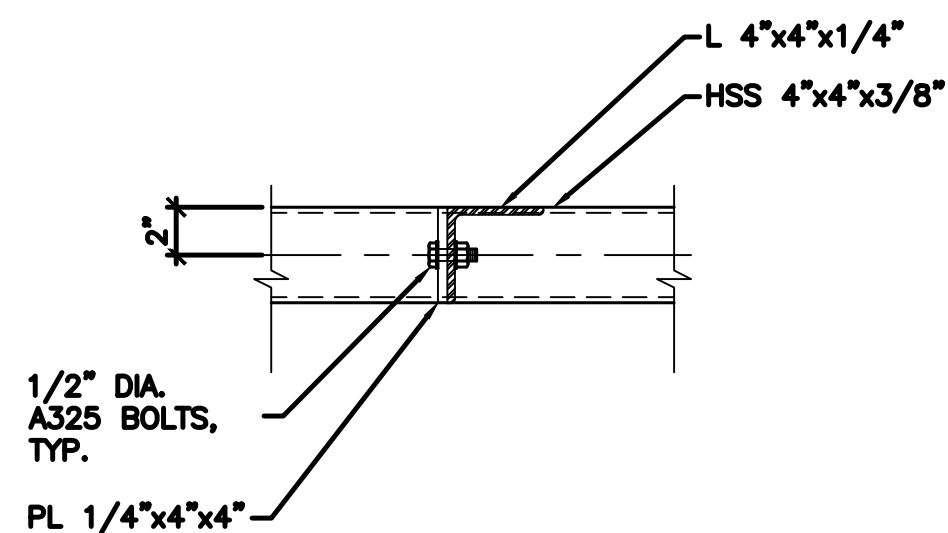
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CONNECTION DETAIL

NO SCALE

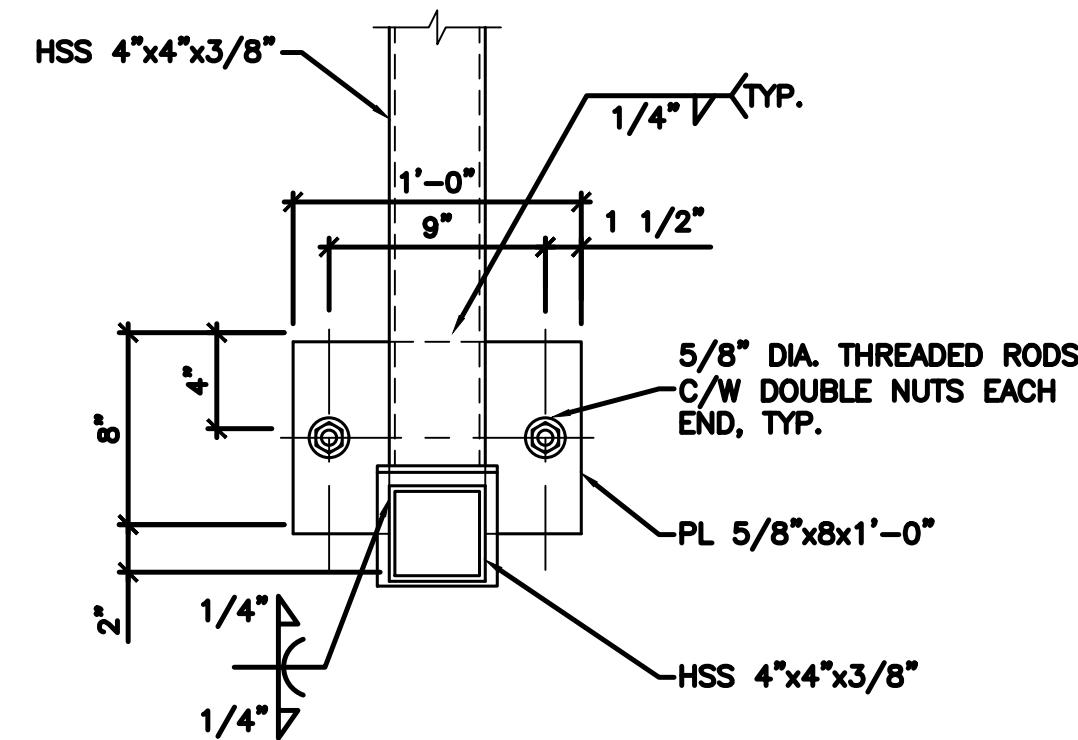
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CONNECTION DETAIL

NO SCALE

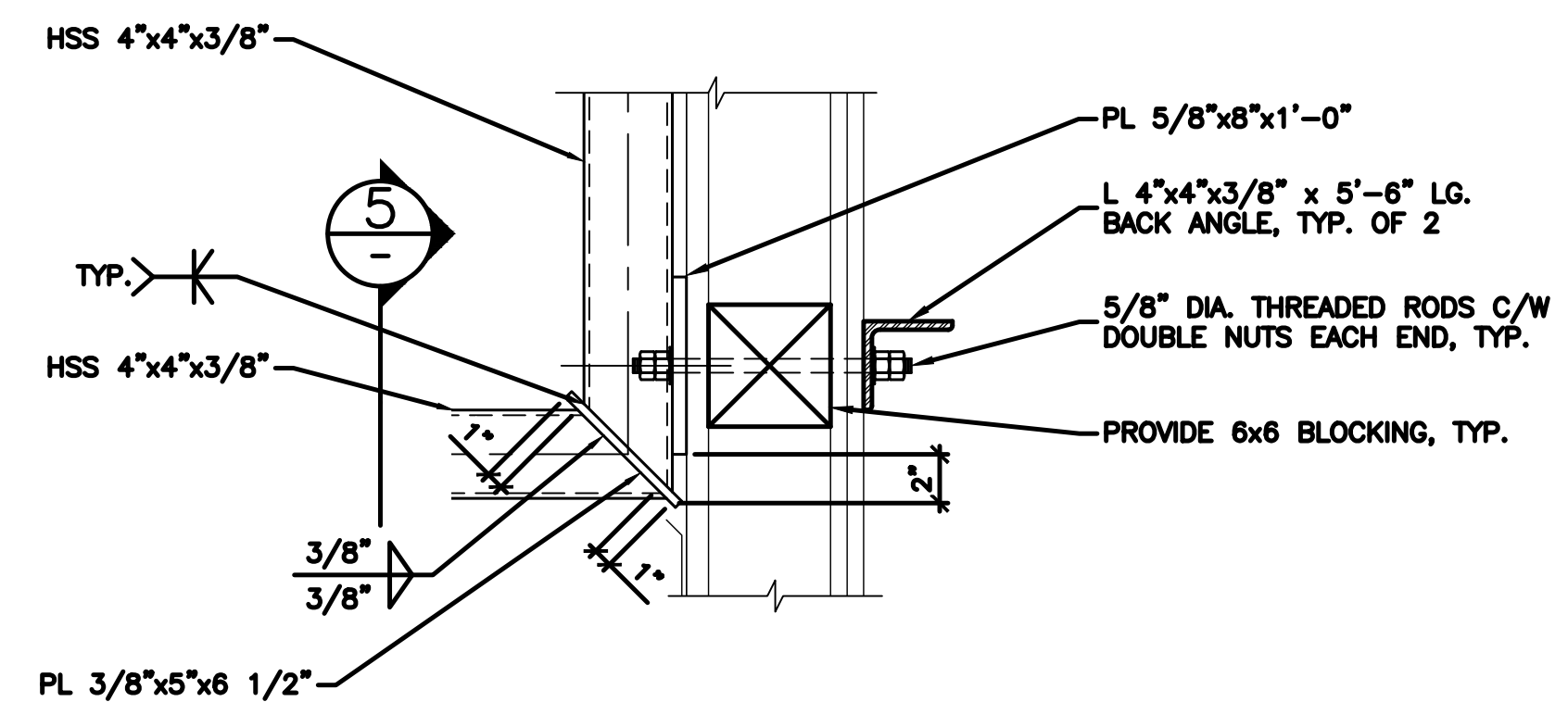
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CONNECTION DETAIL

NO SCALE

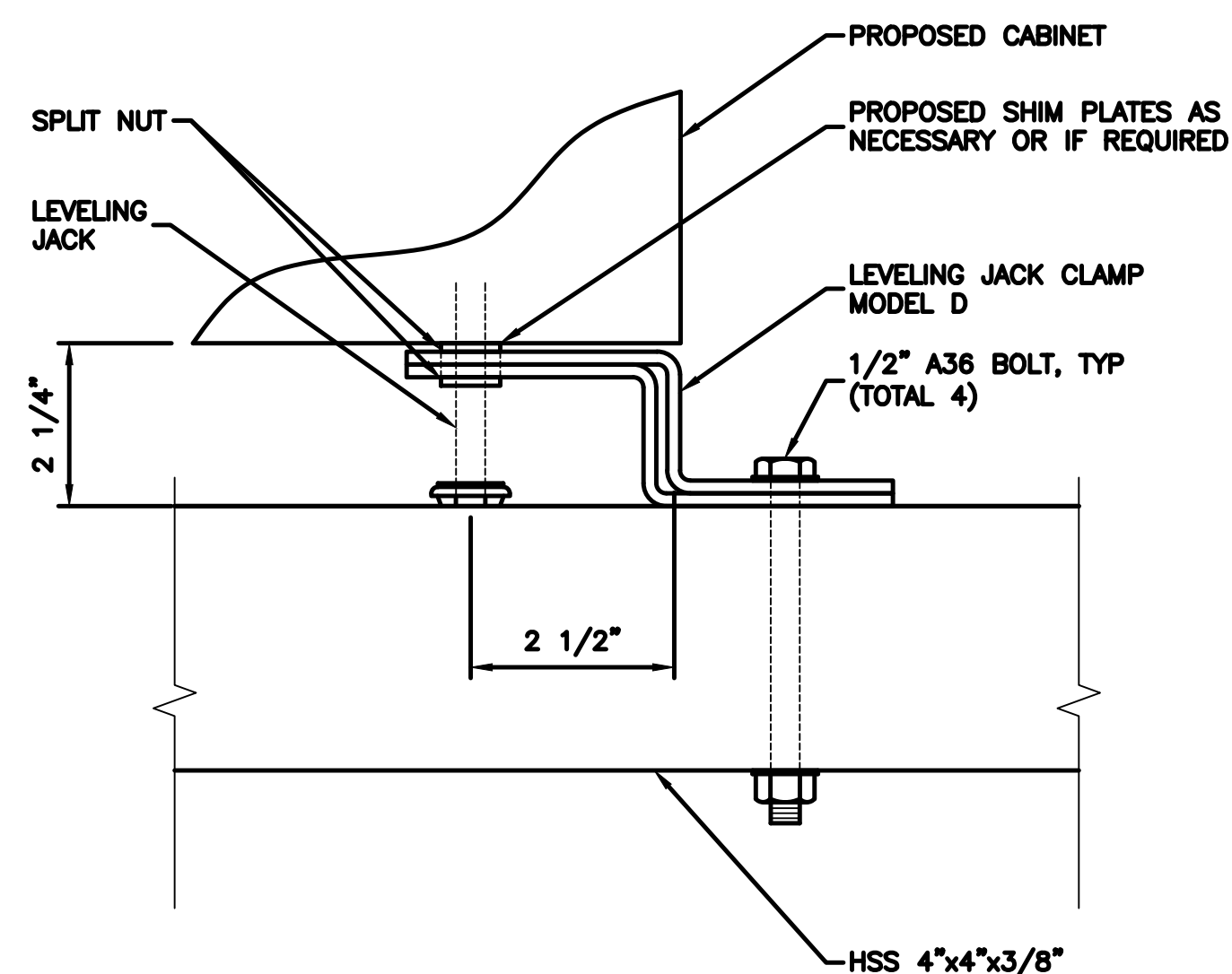
5



CONNECTION DETAIL

NO SCALE

6



TYPICAL EQUIPMENT
SEISMIC DETAILS

NO SCALE

7

NOT USED

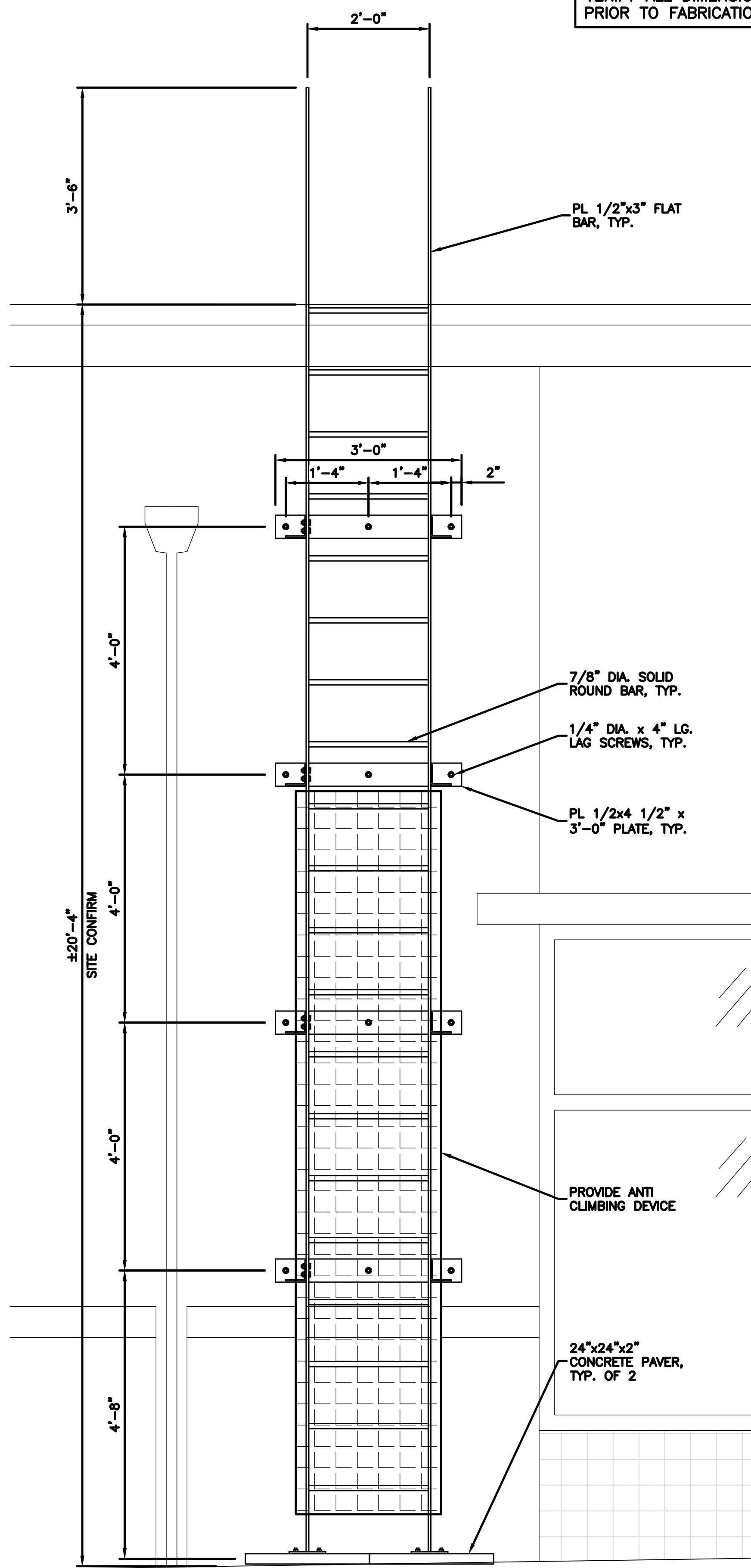
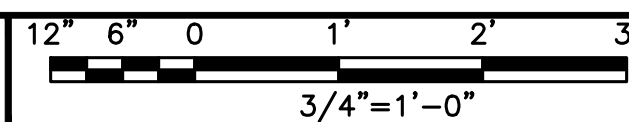
NO SCALE

8

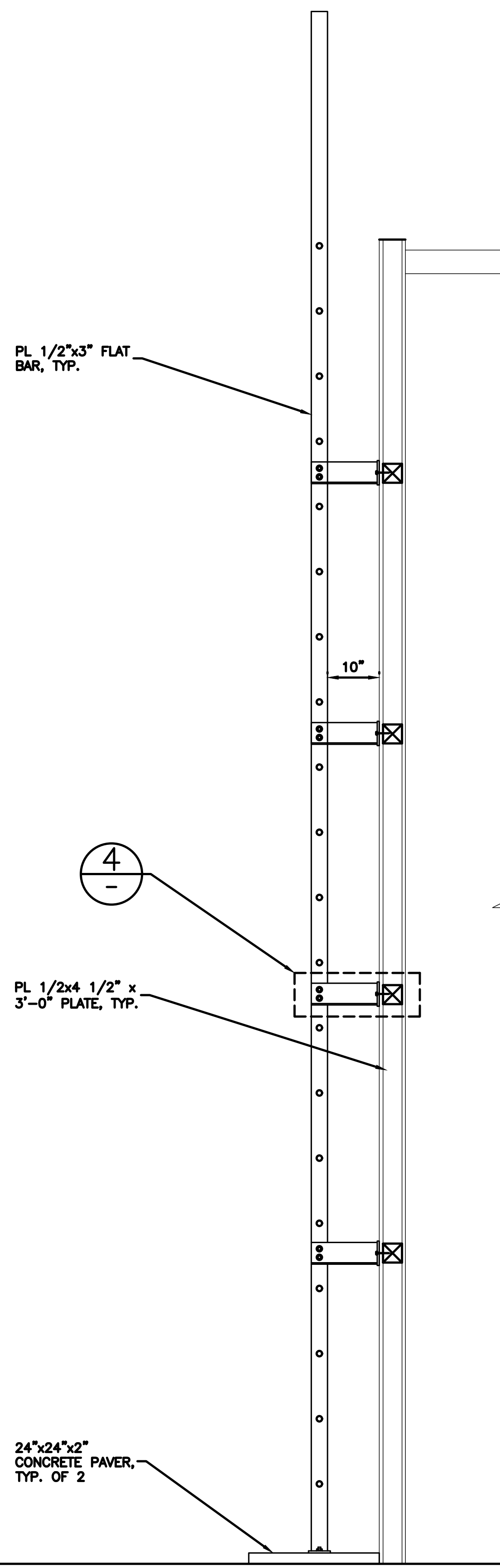
NOT USED

NO SCALE

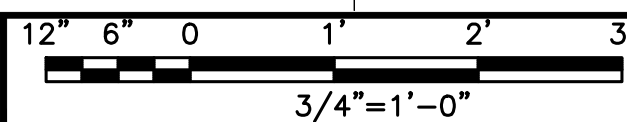
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ELEVATION

1



SECTION



2

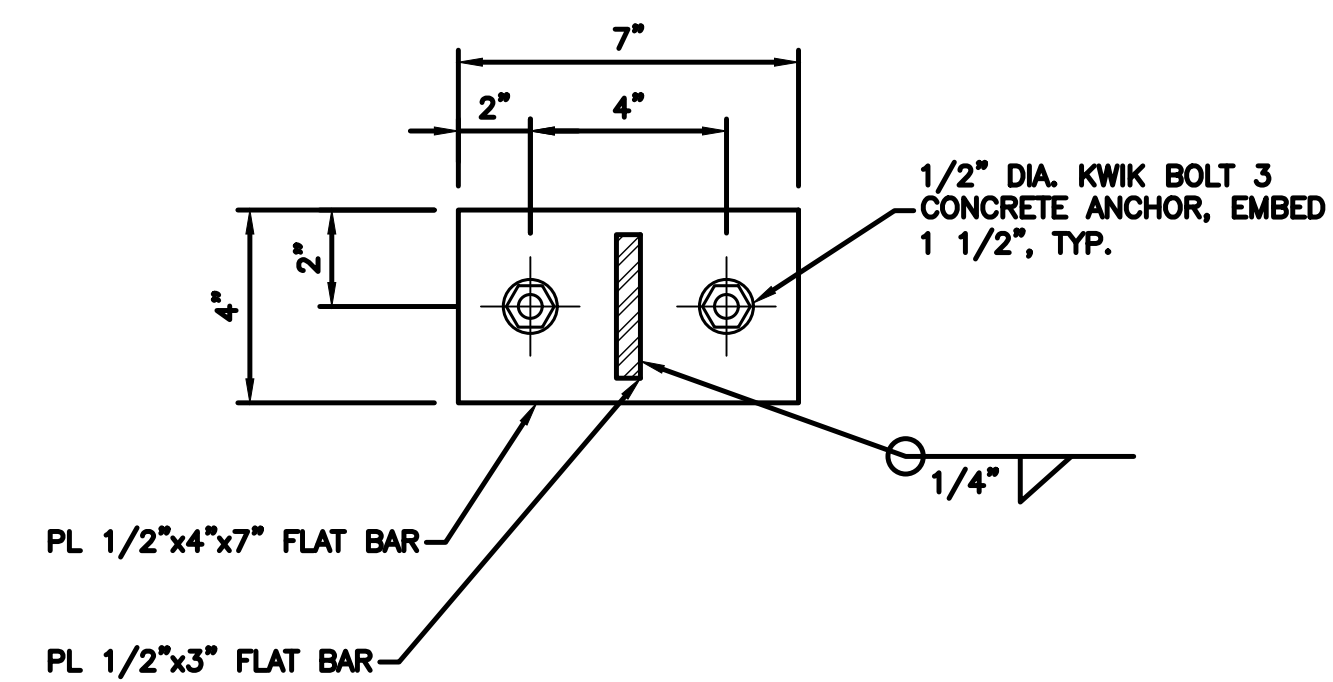
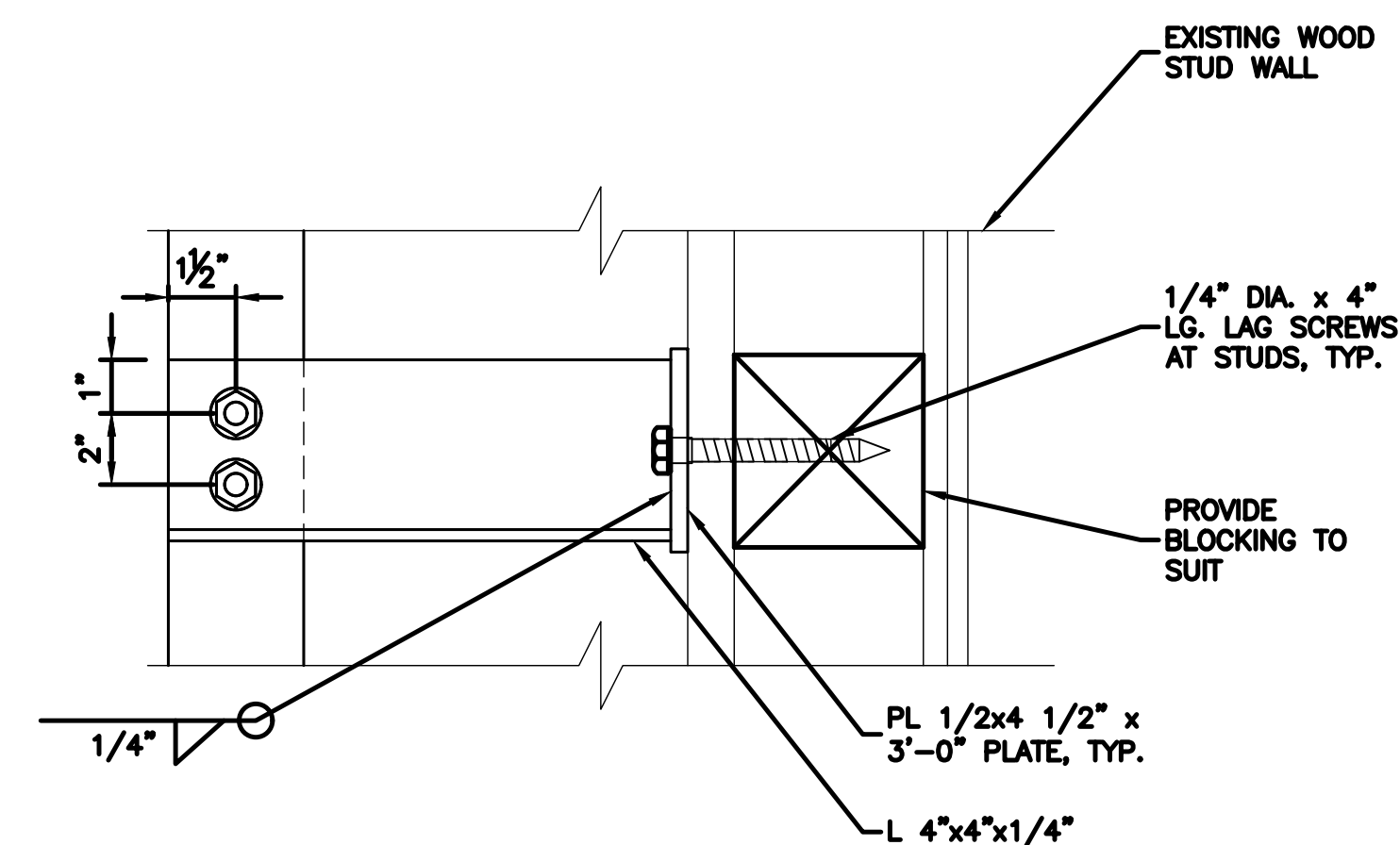


PLATE DETAIL

NO SCALE

3



ANGLE DETAIL

NO SCALE

4



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LITTLETON, CO 80120



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BELLEVUE, WA 98006



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A.D.

B.B.

M.L.

RFDS REV #: ---

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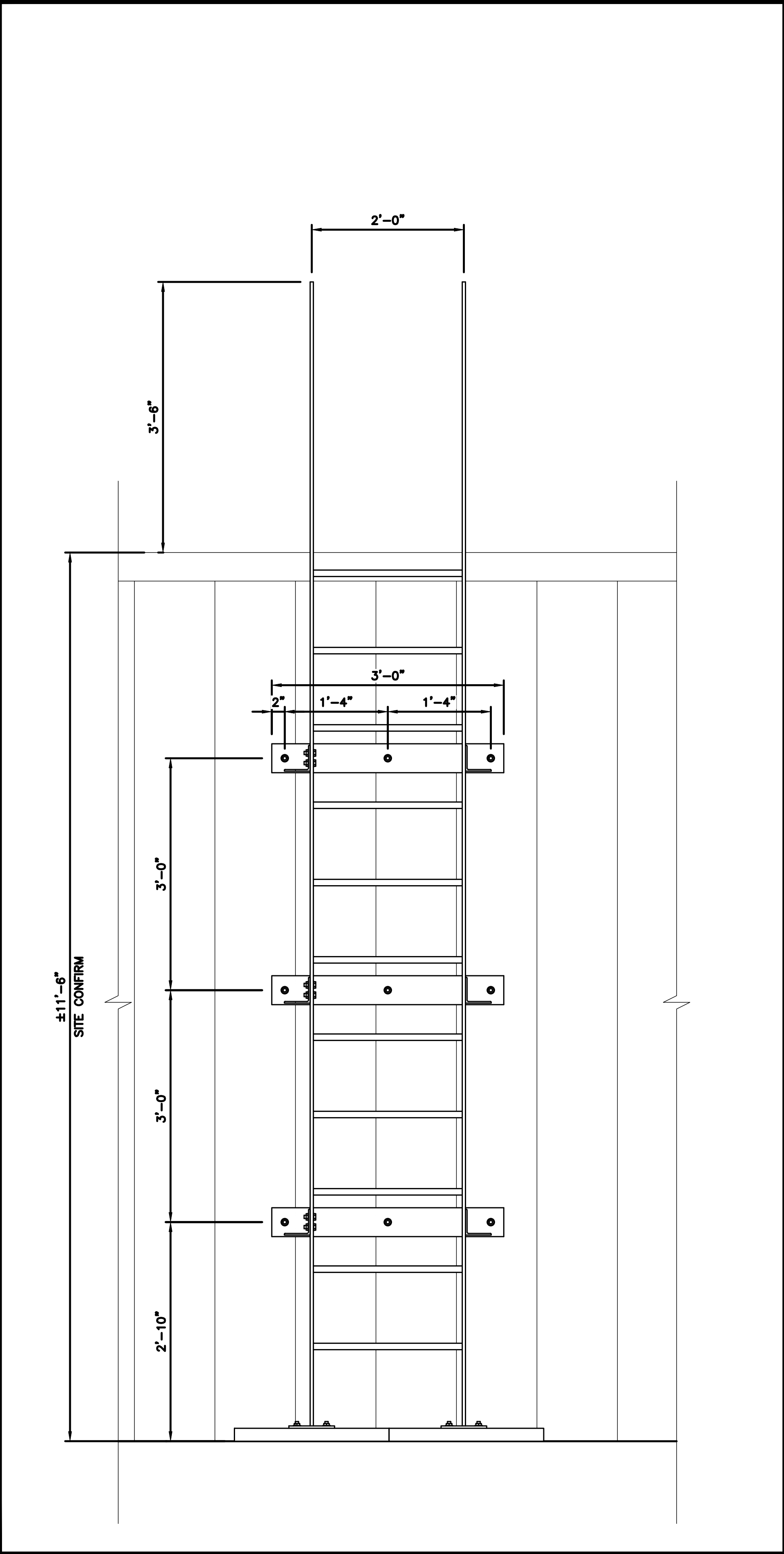
DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

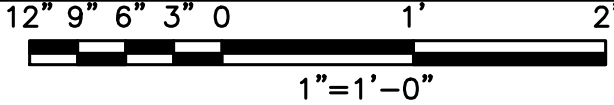
SHEET TITLE
ACCESS LADDER
AT GRADE DETAILS

SHEET NUMBER

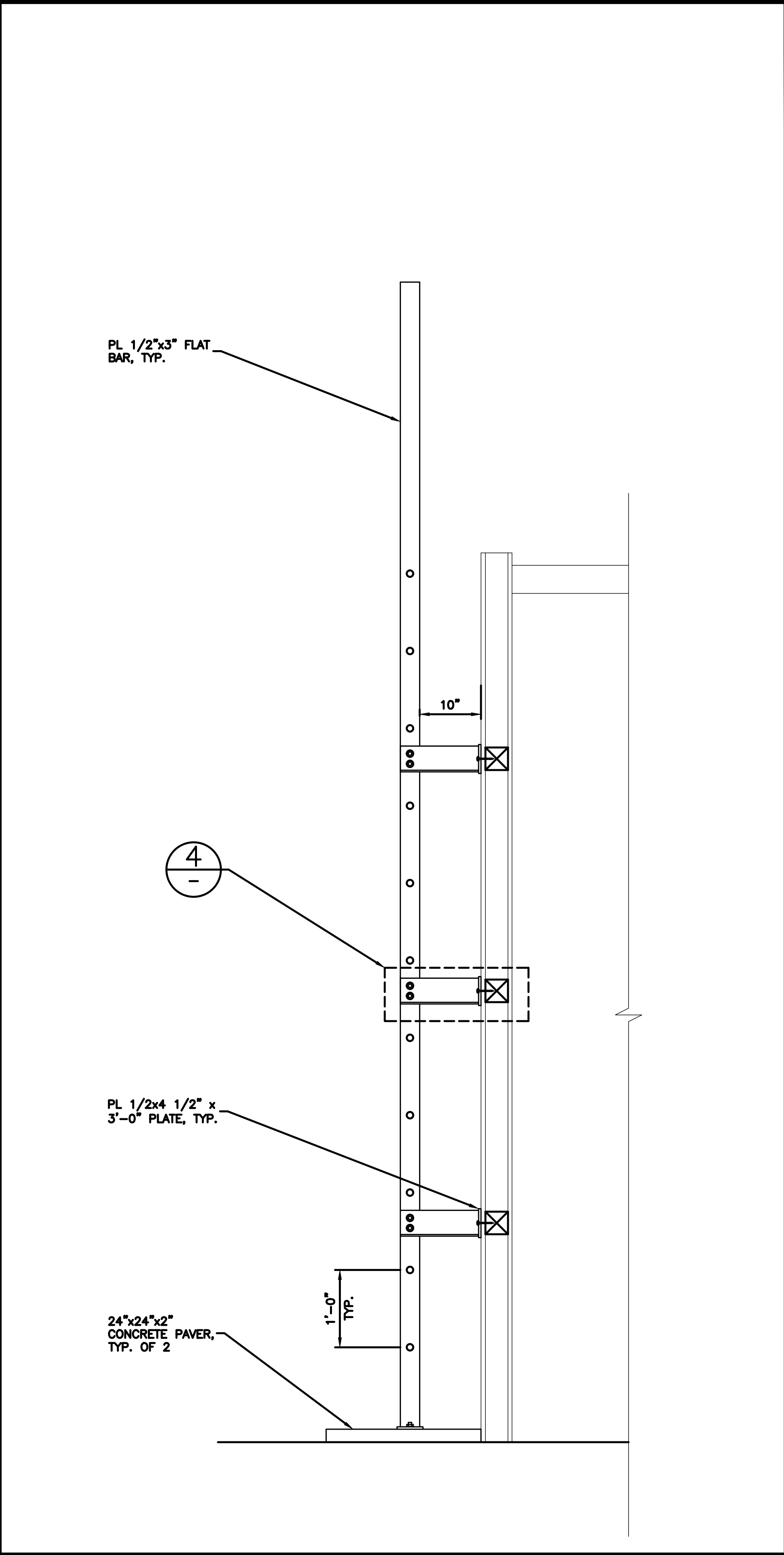
S-8



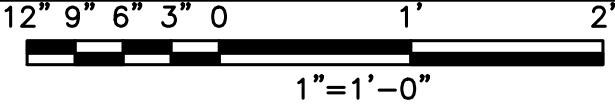
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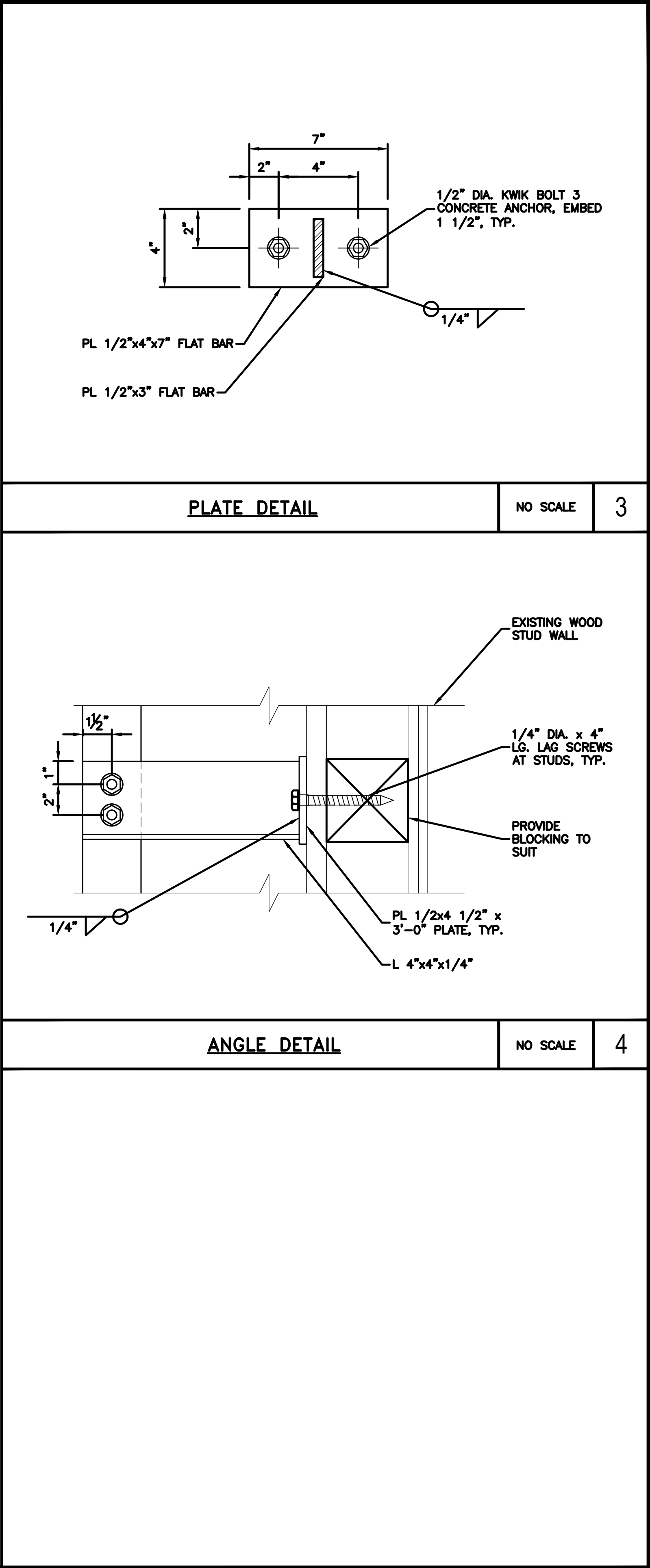
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SECTION



2



NOT USED

NO SCALE

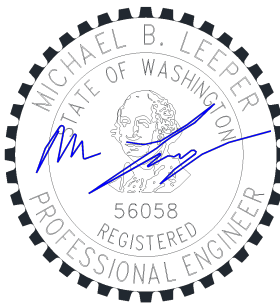
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LITTLETON, CO 80120



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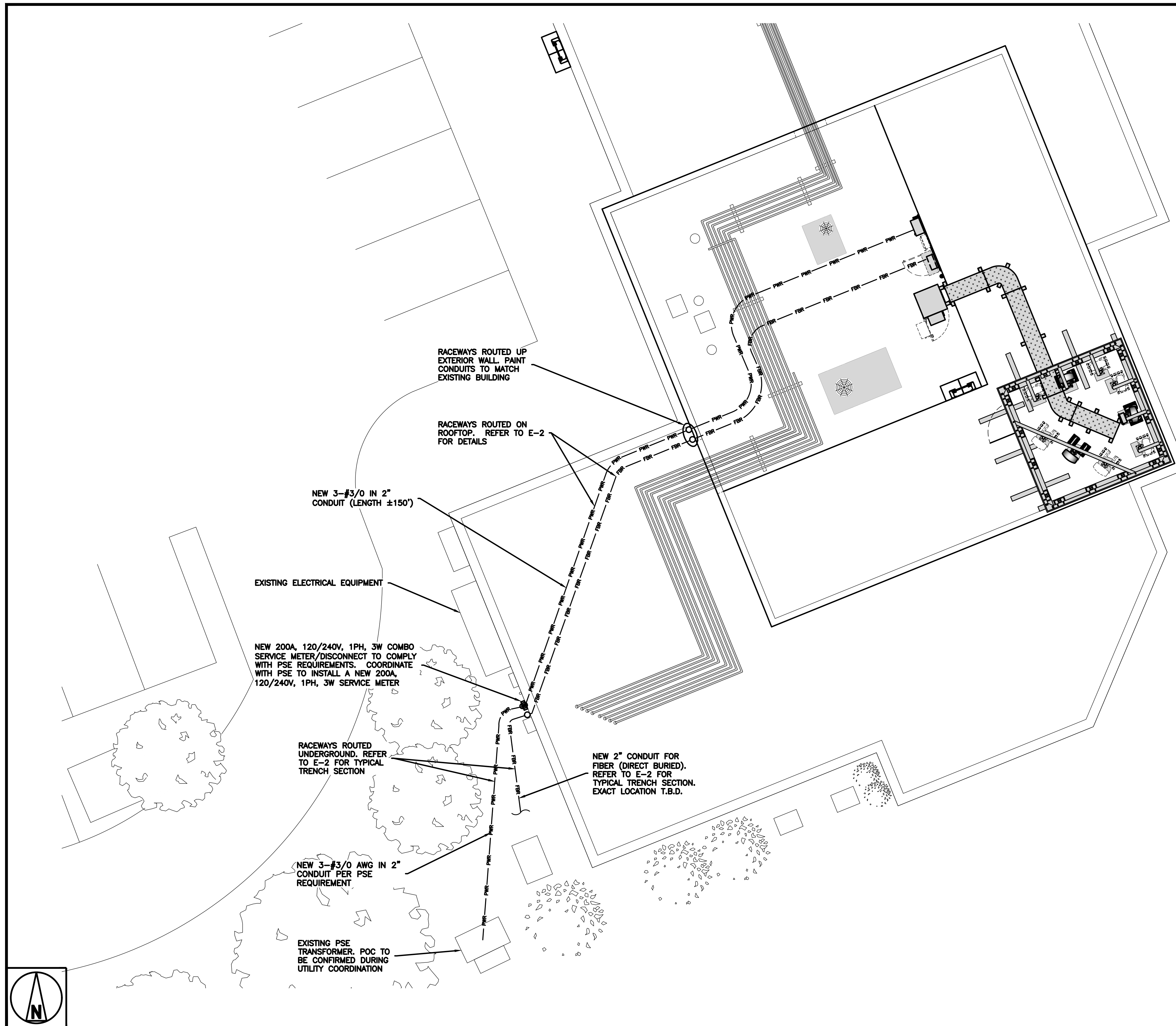
DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
ACCESS LADDER
AT ROOF DETAILS

SHEET NUMBER

S-9



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR IS RESPONSIBLE TO LOCATE AND IDENTIFY ANY AND ALL BURIED SERVICES IN THE VICINITY OF REQUIRED EXCAVATION PRIOR TO CONSTRUCTION.
3. SITE VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER.

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wireless.5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120**CORE ONE**
CONSULTING USA13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006IT IS A VIOLATION OF LAW FOR ANY PERSON,
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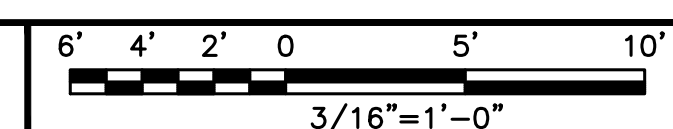
SESEA00475A

DISH Wireless L.L.C.
PROJECT INFORMATIONSESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065SHEET TITLE
ELECTRICAL/FIBER
ROUTE PLAN

SHEET NUMBER

E-1

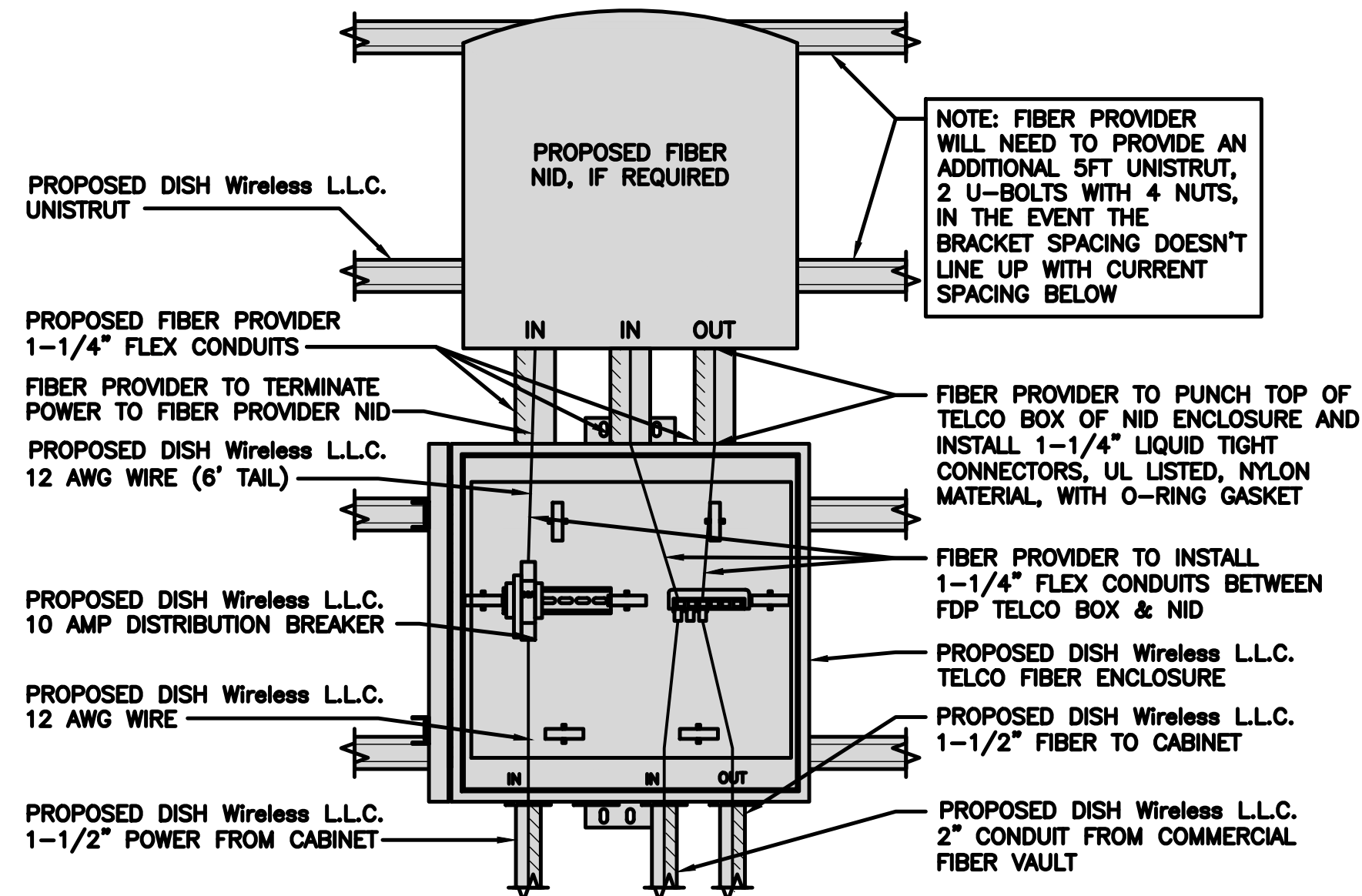
POWER/FIBER UTILITY PLAN



1

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

- CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
- LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
- CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
- CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
- CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
- ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
- INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
- ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
- PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.

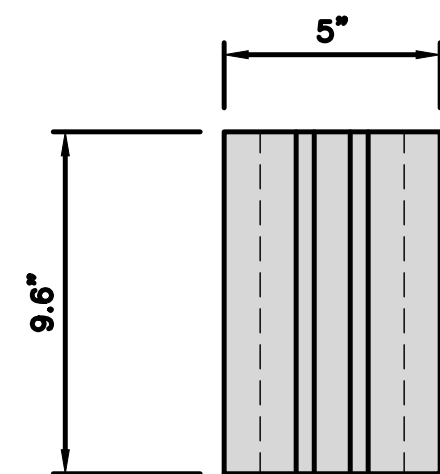


LIT TELCO BOX - INTERIOR WIRING LAYOUT (OPTIONAL)

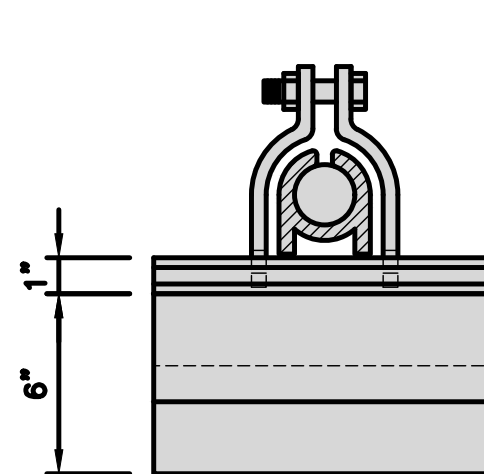
NO SCALE

2

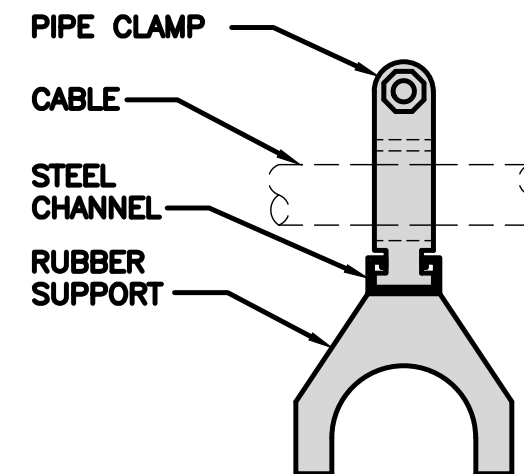
DURA-BLOK DB10 ROOFTOP CABLE SUPPORT	
DIMENSIONS (HxWxL)	5"x6"x9.6"
WEIGHT/ VOLUME	5.28 LBS
ULTIMATE LOAD CAPACITY	500 LBS
NOTE: NON-PENETRATING	



PLAN



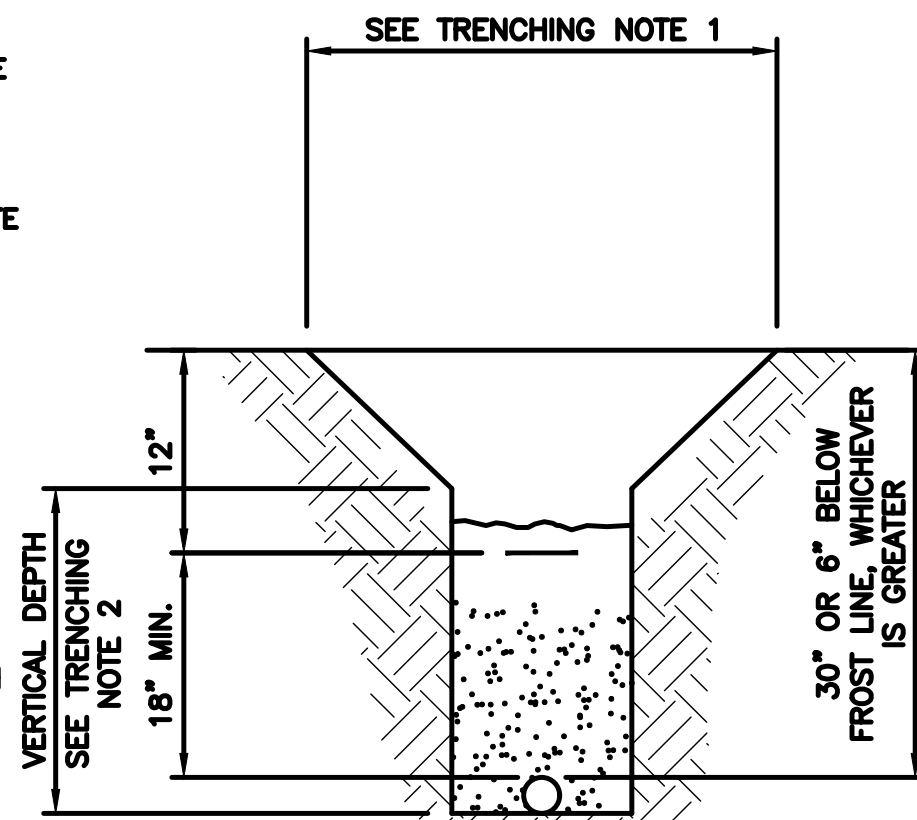
FRONT



SIDE

TRENCHING NOTES

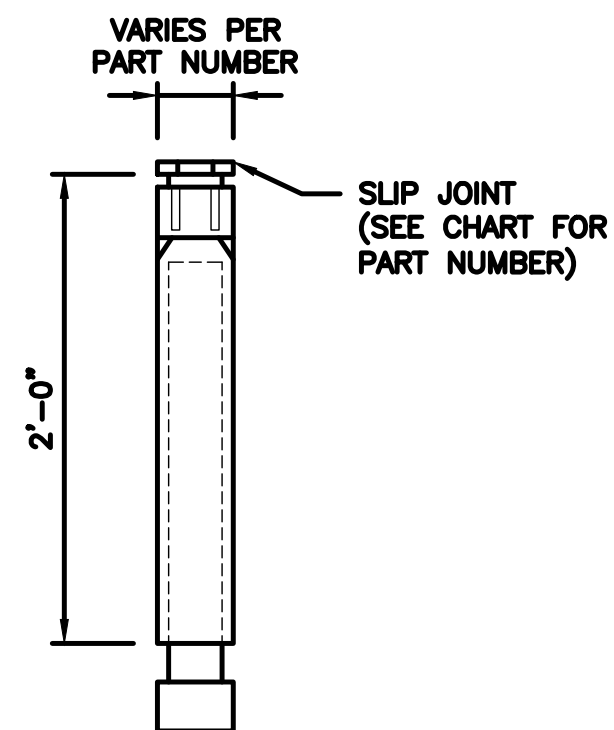
- CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
- TRENCHING SAFETY: INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
- ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE CURRENT NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION, WHICHEVER IS THE MOST STRINGENT.



IMPORTANT: UNDERGROUND WARNING/MARKING TAPE SHALL BE BURIED AT A DEPTH OF 12 IN (30 CM) OR LESS BELOW GRADE. THE MINIMUM DISTANCE FROM THE TOP OF THE PIPELINE SHOULD BE 12 IN (30 CM). REQUIRED DEPTH OF PIPELINE SHALL BE 30" BELOW GRADE OR 6" BELOW FROSTLINE, WHICHEVER IS GREATER. EACH RUN OF UNDERGROUND WARNING/MARKING TAPE MUST BE OVERLAPPED BY A MINIMUM OF 20 FT (6 M) OR MUST BE JOINED.

CARLON EXPANSION FITTINGS

COUPLING END PART#	MALE TERMINAL ADAPTER END PART#	SIZE	STD CTN QTY.	TRAVEL LENGTH
E945D	E945DX	1/2"	20	4"
E945E	E945EX	3/4"	15	4"
E945F	E945FX	1"	10	4"
E945G	E945GX	1 1/4"	5	4"
E945H	E945HX	1 1/2"	5	4"
E945J	E945JX	2"	15	8"
E945K	E945KX	2 1/2"	10	8"
E945L	E945LX	3"	10	8"
E945M	E945MX	3 1/2"	5	8"
E945N	E945NX	4"	5	8"
E945P	E945PX	5"	1	8"
E945R	E945RX	6"	1	8"



NOTE: CONTRACTOR TO INSTALL EXPANSION FITTING SLIP JOINT AT METER CENTER CONDUIT TERMINATION, AS PER LOCAL UTILITY POLICY, ORDINANCE AND/OR SPECIFIED REQUIREMENT.

EXPANSION JOINT DETAIL

NO SCALE

3

ELECTRICAL NOTES

NO SCALE

1

ROOFTOP CABLE SUPPORT DETAIL

NO SCALE

4

TYPICAL UNDERGROUND TRENCH DETAIL

NO SCALE

5

NOT USED

NO SCALE

6

NOT USED

NO SCALE

7

NOT USED

NO SCALE

8

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

CORE ONE
CONSULTING USA

13555 SE 36TH ST, SUITE 100
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A&E PROJECT NUMBER
SESEA00475A

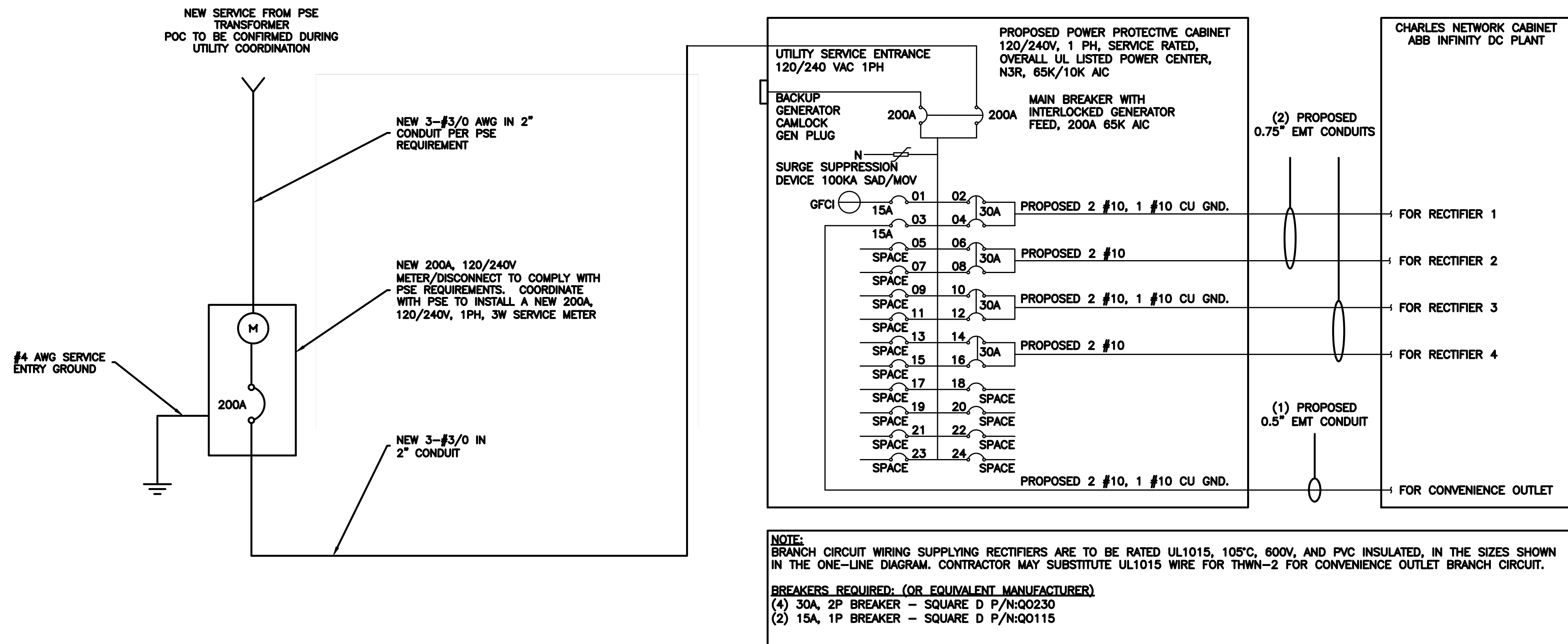
DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
ELECTRICAL NOTES
& DETAILS

SHEET NUMBER

E-2



NOTES

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AIC RATINGS FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND THE ELECTRICAL SYSTEM.

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUIT AND FEEDERS COMPLY WITH THE NEC (LISTED ON T-1) ARTICLE 210.19(A)(1) FPN NO. 4.

THE (2) CONDUITS WITH (4) CURRENT CARRYING CONDUCTORS EACH, SHALL APPLY THE ADJUSTMENT FACTOR OF 80% PER 2014/17 NEC TABLE 310.15(B)(3)(a) OR 2020 NEC TABLE 310.15(C)(1) FOR UL1015 WIRE.

#12 FOR 15A-20A/1P BREAKER: $0.8 \times 30A = 24.0A$
#10 FOR 25A-30A/2P BREAKER: $0.8 \times 40A = 32.0A$
#8 FOR 35A-40A/2P BREAKER: $0.8 \times 55A = 44.0A$
#6 FOR 45A-60A/2P BREAKER: $0.8 \times 75A = 60.0A$

CONDUIT SIZING: AT 40% FILL PER NEC CHAPTER 9, TABLE 4, ARTICLE 358.

0.5" CONDUIT - 0.122 SQ. IN AREA
0.75" CONDUIT - 0.213 SQ. IN AREA
2.0" CONDUIT - 1.316 SQ. IN AREA
3.0" CONDUIT - 2.907 SQ. IN AREA

CABINET CONVENIENCE OUTLET CONDUCTORS (1 CONDUIT): USING THWN-2, CU.

#10 - 0.0211 SQ. IN $\times 2 = 0.0422$ SQ. IN
#10 - 0.0211 SQ. IN $\times 1 = 0.0211$ SQ. IN <GROUND
TOTAL = 0.0633 SQ. IN

0.5" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

RECTIFIER CONDUCTORS (2 CONDUITS): USING UL1015, CU.

#10 - 0.0266 SQ. IN $\times 4 = 0.1064$ SQ. IN
#10 - 0.0082 SQ. IN $\times 1 = 0.0082$ SQ. IN <BARE GROUND
TOTAL = 0.1146 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (5) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

PPC FEED CONDUCTORS (1 CONDUIT): USING THWN, CU.

3/0 - 0.2679 SQ. IN $\times 3 = 0.8037$ SQ. IN
#6 - 0.0507 SQ. IN $\times 1 = 0.0507$ SQ. IN <GROUND
TOTAL = 0.8544 SQ. IN

3.0" SCH 40 PVC CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

- 1 OPTIONAL ALUMINUM SERVICE CONDUCTOR:
• 4/0 AL + #2 GRD MAY BE USED INSTEAD OF 3/0 CU + #6 GRD IF THE TOTAL LENGTH OF THE CONDUCTOR IS LESS THAN 300 FT FROM THE TRANSFORMER.
• ALUMINUM CONDUCTORS MUST BE 90°C TO CARRY THE FULL 200A LOAD REQUIRED
• ALUMINUM TO COPPER BUSS CONNECTIONS MUST MEET AND CONFORM TO ANSI AND BE UL LISTED. USE ANTI CORROSION CONDUCTIVE LUBRICANT ON CONNECTIONS

PPC ONE-LINE DIAGRAM

NO SCALE

1

PROPOSED CHARLES PANEL SCHEDULE												
LOAD SERVED	VOLT AMPS (WATTS)		TRIP	CKT #	PHASE	CKT #	TRIP	VOLT AMPS (WATTS)		LOAD SERVED		
	L1	L2						L1	L2			
PPC GFCI OUTLET	180		15A	1	A	2	30A	2880	2880	ABB/GE INFINITY RECTIFIER 1		
CHARLES GFCI OUTLET		180	15A	3	B	4						
-SPACE-				5	A	6	30A	2880	2880	ABB/GE INFINITY RECTIFIER 2		
-SPACE-				7	B	8						
-SPACE-				9	A	10	30A	2880	2880	ABB/GE INFINITY RECTIFIER 3		
-SPACE-				11	B	12						
-SPACE-				13	A	14	30A	2880	2880	ABB/GE INFINITY RECTIFIER 4		
-SPACE-				15	B	16						
-SPACE-				17	A	18				-SPACE-		
-SPACE-				19	B	20				-SPACE-		
-SPACE-				21	A	22				-SPACE-		
-SPACE-				23	B	24				-SPACE-		
VOLTAGE AMPS	180	180						11520	11520			
200A MCB, 10, 24 SPACE, 120/240V				L1	L2							
MB RATING: 65,000 AIC				11700	11700							
				98	98					VOLTAGE AMPS		
										AMPS		
										MAX AMPS		
										MAX 125%		

PANEL SCHEDULE

NO SCALE

2

NOT USED

NO SCALE

3

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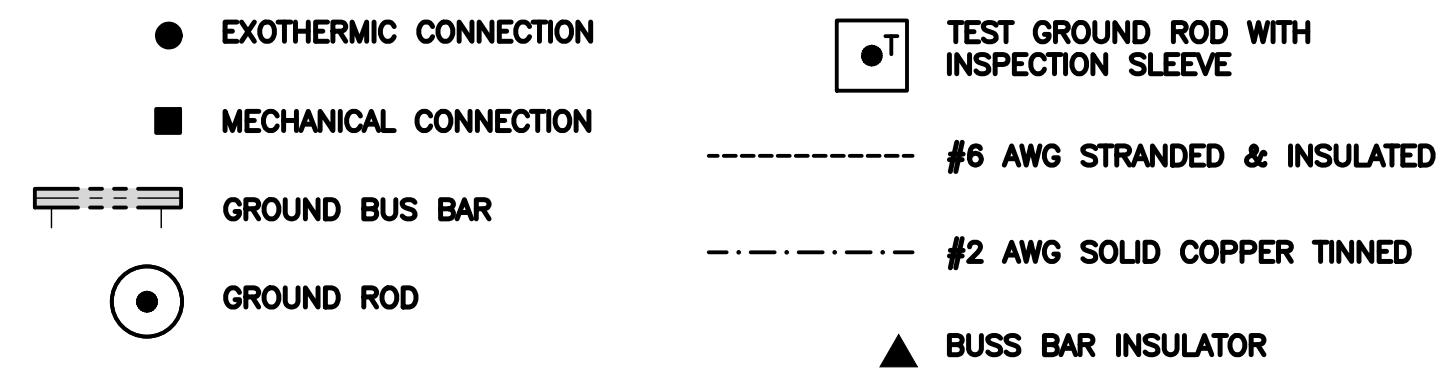
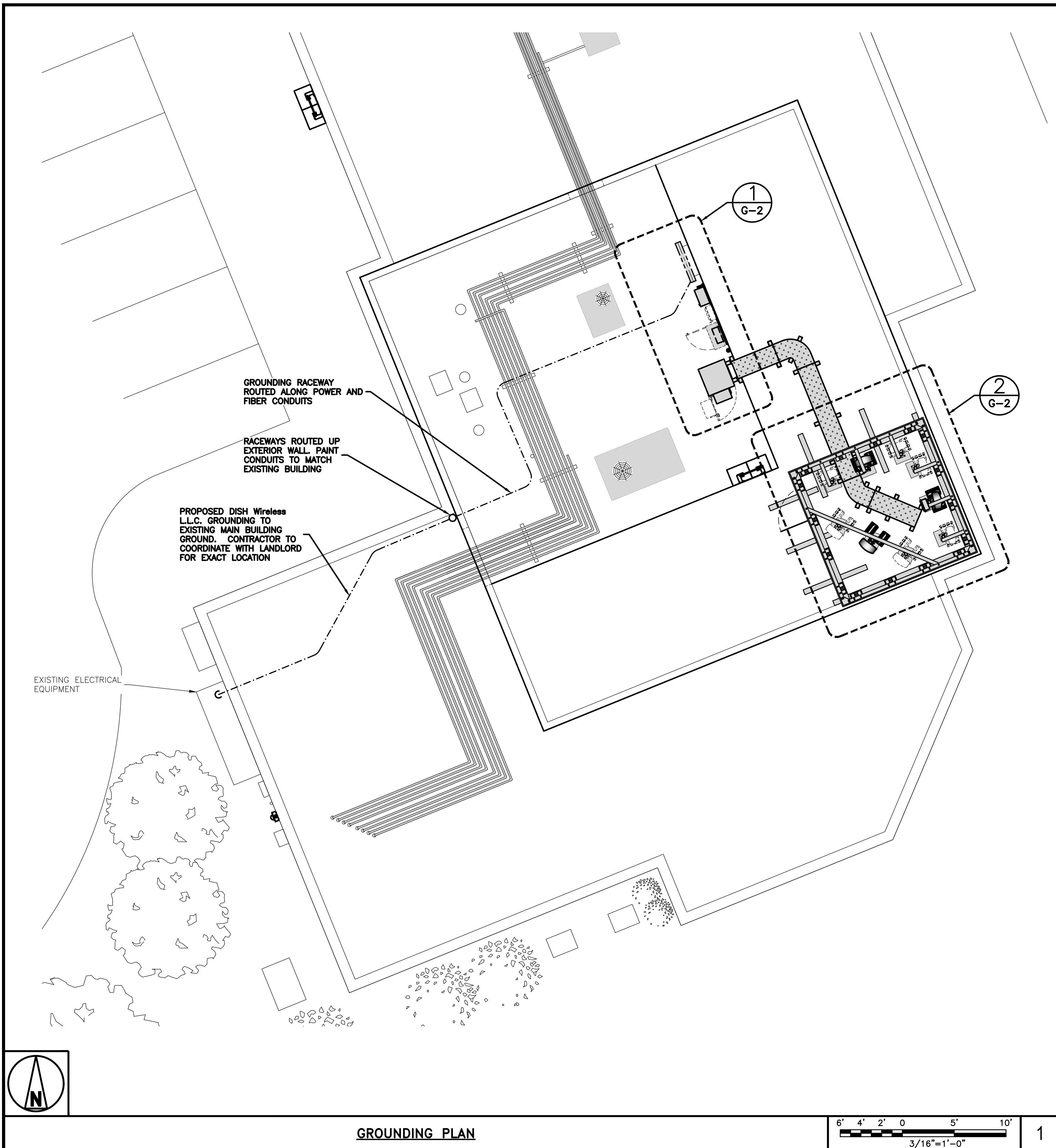
DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
ELECTRICAL ONE-LINE
& PANEL SCHEDULE

SHEET NUMBER

E-3

**GROUNDING LEGEND**

- GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
- CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND DISH Wireless L.L.C. GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.
- ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.
- NO EXOTHERMIC WELDING ON ROOFTOP

GROUNDING ROOFTOP KEY NOTES

- (A) EXTERIOR GROUND RING:** #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 6 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.
- (B) ROOFTOP GROUND SYSTEM:** THE GROUND SYSTEM USING MINIMUM #2 AWG SOLID COPPER CONDUCTORS.
- (C) INTERIOR GROUND RING:** #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUNDED TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED GREEN INSULATED CONDUCTOR.
- (D) BOND TO INTERIOR GROUND RING:** #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING OR ROOM.
- (E) GROUND ROD:** UL LISTED COPPER CLAD STEEL. MINIMUM 1/2" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.
- (F) CELL REFERENCE GROUND BAR (CRGB):** POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO COMMON BUILDING GROUND SYSTEM WITH (2) #2 SOLID TINNED COPPER CONDUCTORS.
- (G) HATCH PLATE GROUND BAR:** BOND TO THE COMMON BUILDING GROUND SYSTEM WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CRGB MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING (2) TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS EACH.
- (H) EXTERIOR CABLE ENTRY PORT GROUND BARS:** LOCATED AT THE ENTRANCE TO THE CELL SITE ROOM. BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH MECHANICAL CONNECTIONS.
- (I) TELCO GROUND BAR:** BOND TO BOTH CELL REFERENCE GROUND BAR OR EXTERIOR GROUND RING.
- (J) FRAME BONDING:** THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENTS METAL FRAMEWORK.
- (K) INTERIOR UNIT BONDS:** METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITH THE AREA OF THE INTERIOR GROUND RING REQUIRE A #6 AWG STRANDED GREEN INSULATED COPPER BOND TO THE INTERIOR GROUND RING.
- (L) FENCE AND GATE GROUNDING:** METAL FENCES SHALL BE BONDED TO THE COMMON BUILDING GROUND SYSTEM WITH A #2 AWG SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS.
- (M) EXTERIOR UNIT BONDS:** METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE COMMON BUILDING GROUND SYSTEM. USING #2 TINNED SOLID COPPER WIRE
- (N) ICE BRIDGE SUPPORTS:** EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.
- (O) DURING ALL DC POWER SYSTEM CHANGES INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR**
- (P) ROOFTOP COLLECTOR BUSS BAR IS TO BE MECHANICALLY BONDED TO COMMON BUILDING GROUND SYSTEM.**
- REFER TO DISH Wireless L.L.C. GROUNDING NOTES.

GROUNDING KEY NOTES

NO SCALE

2

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RFDS REV #: ---

**CONSTRUCTION
DOCUMENTS**

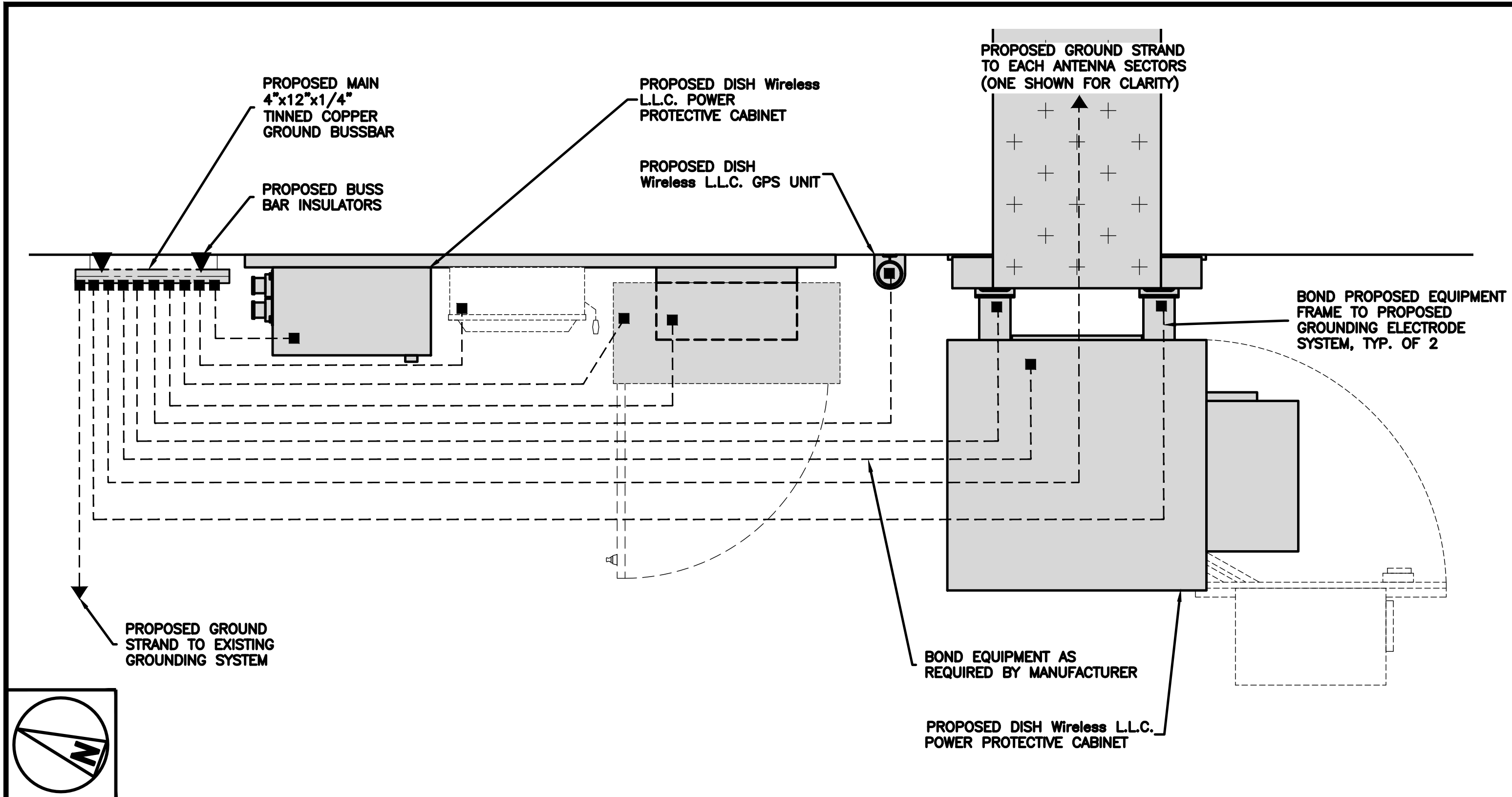
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A&E PROJECT NUMBER
SESEA00475ADISH Wireless L.L.C.
PROJECT INFORMATIONSESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065SHEET TITLE
GROUNDING PLANS
AND NOTES

SHEET NUMBER

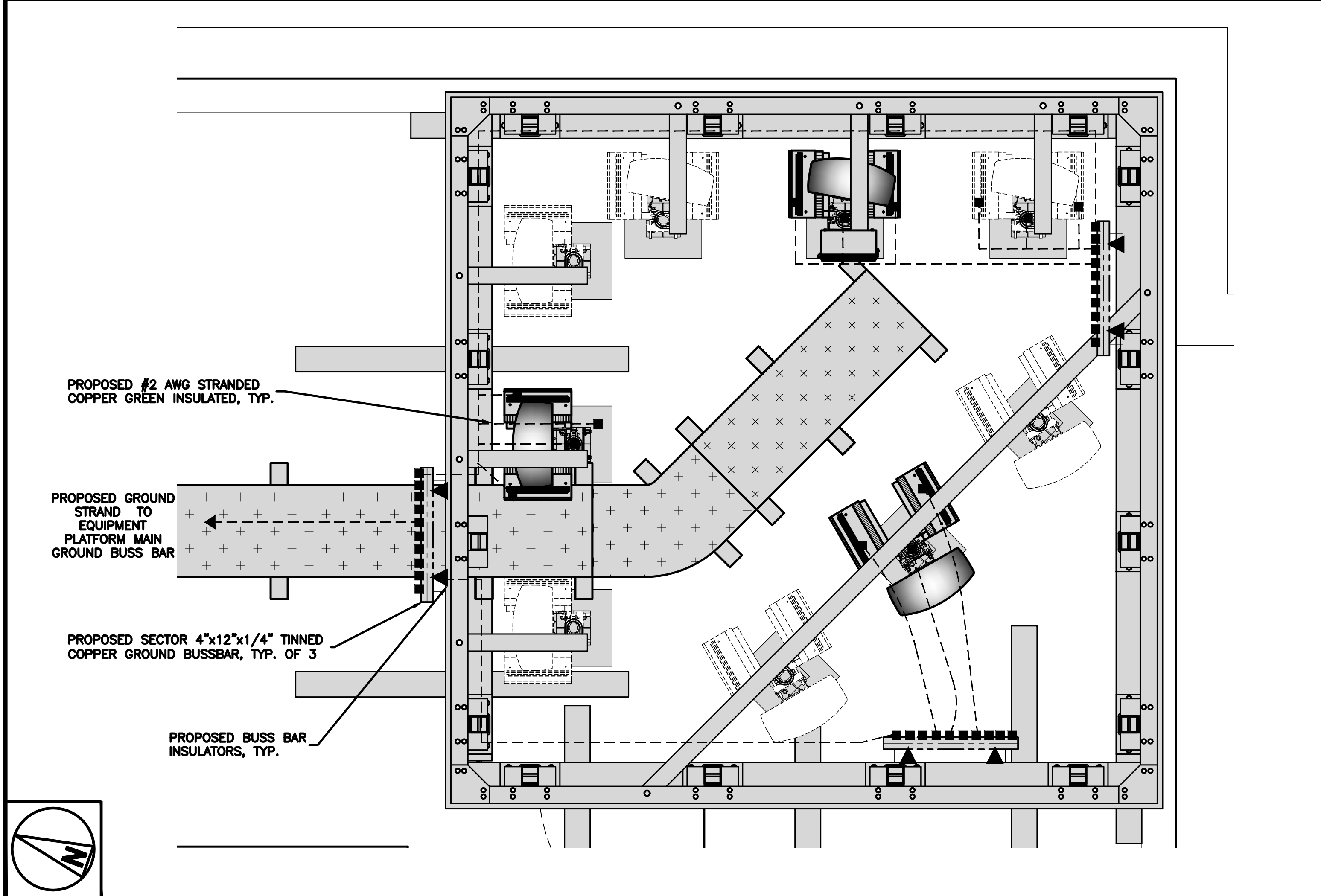
G-1



ROOFTOP EQUIPMENT GROUNDING PLAN

NO SCALE

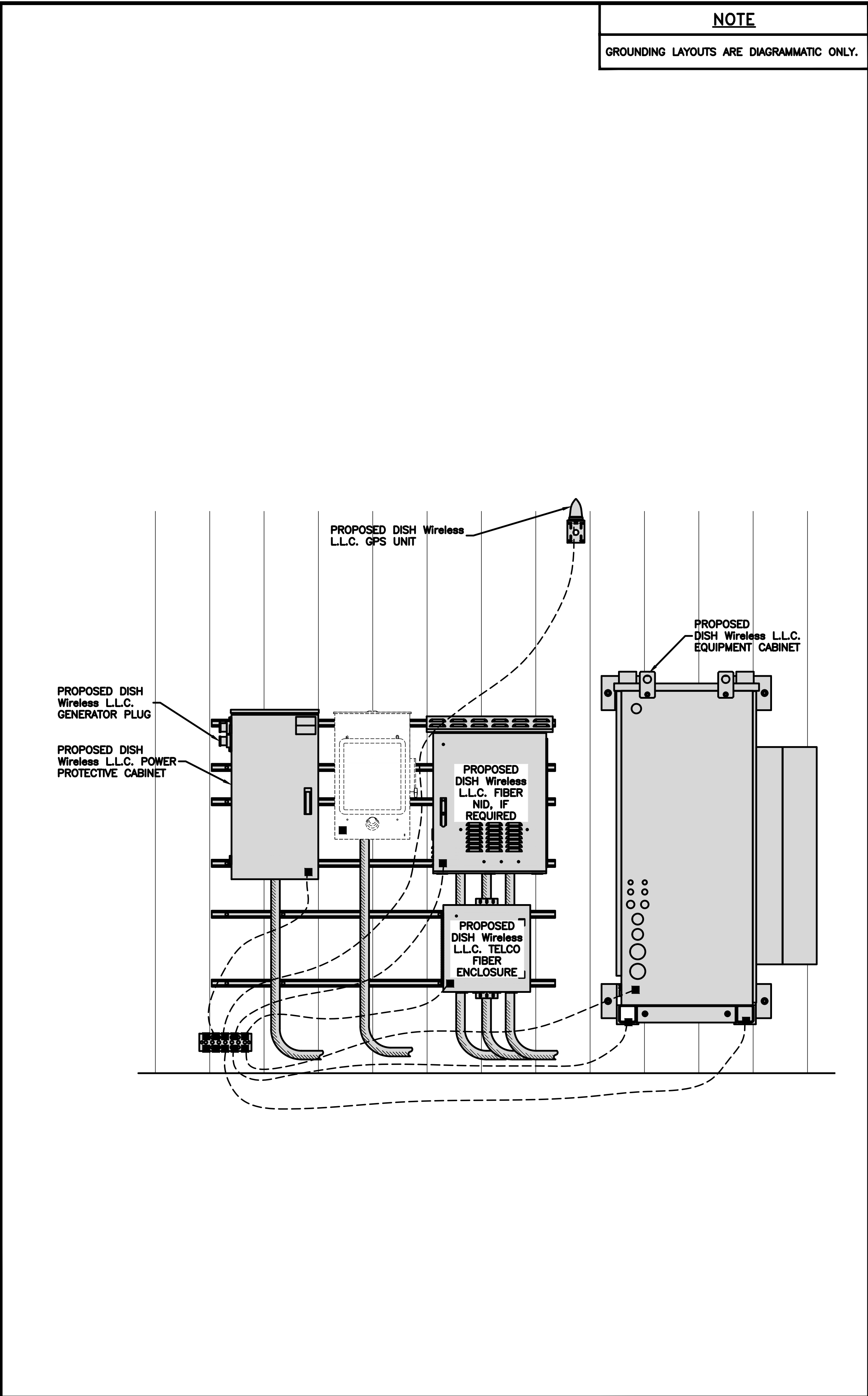
1



ROOFTOP EQUIPMENT GROUNDING PLAN

NO SCALE

2



H-FRAME GROUNDING DETAIL

NO SCALE

3



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7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER

G-2

1. EXOTHERMIC WELD (2) TWO, #2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.

2. ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.

3. FOR GROUND BOND TO STEEL ONLY: COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.

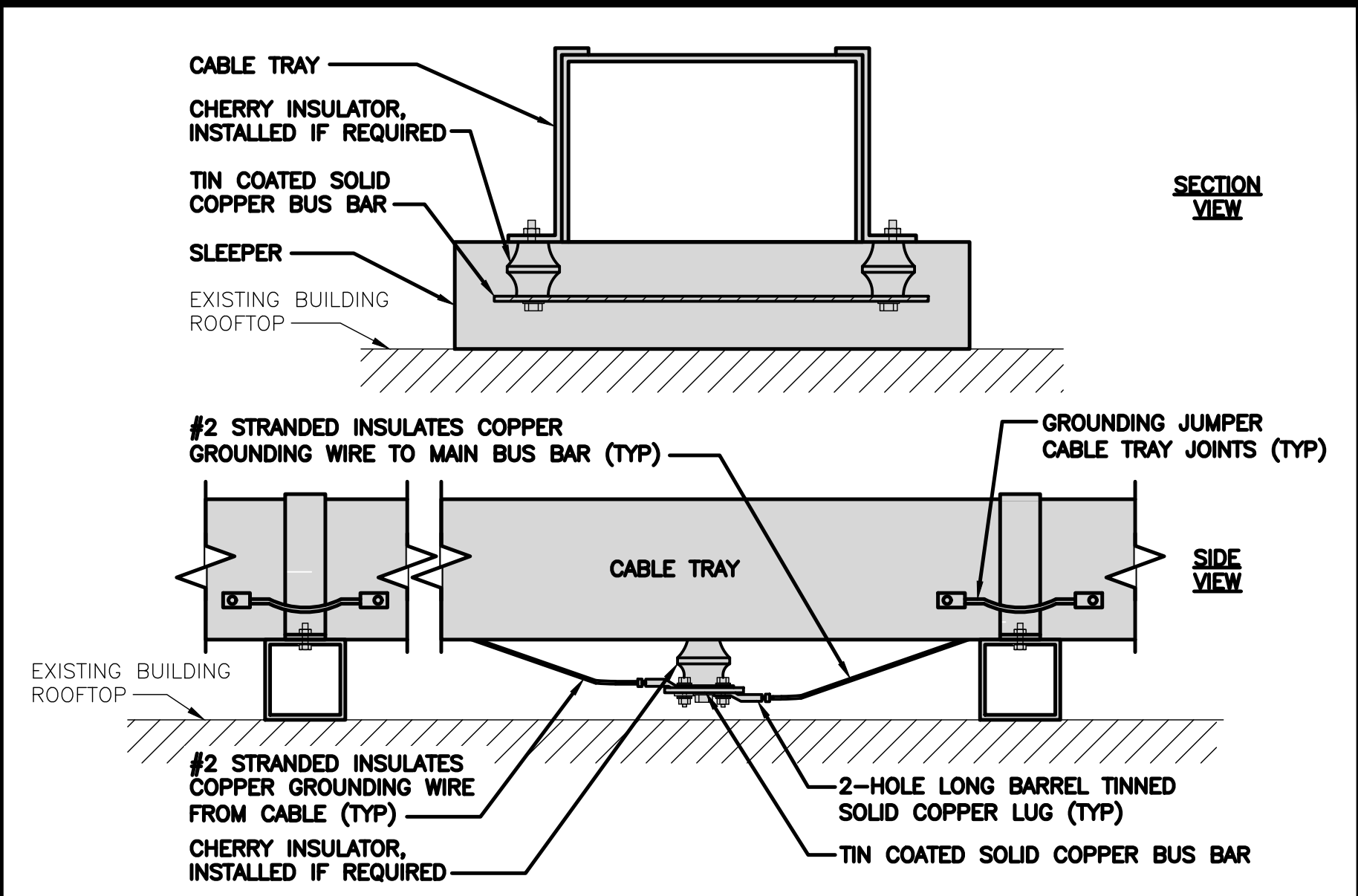
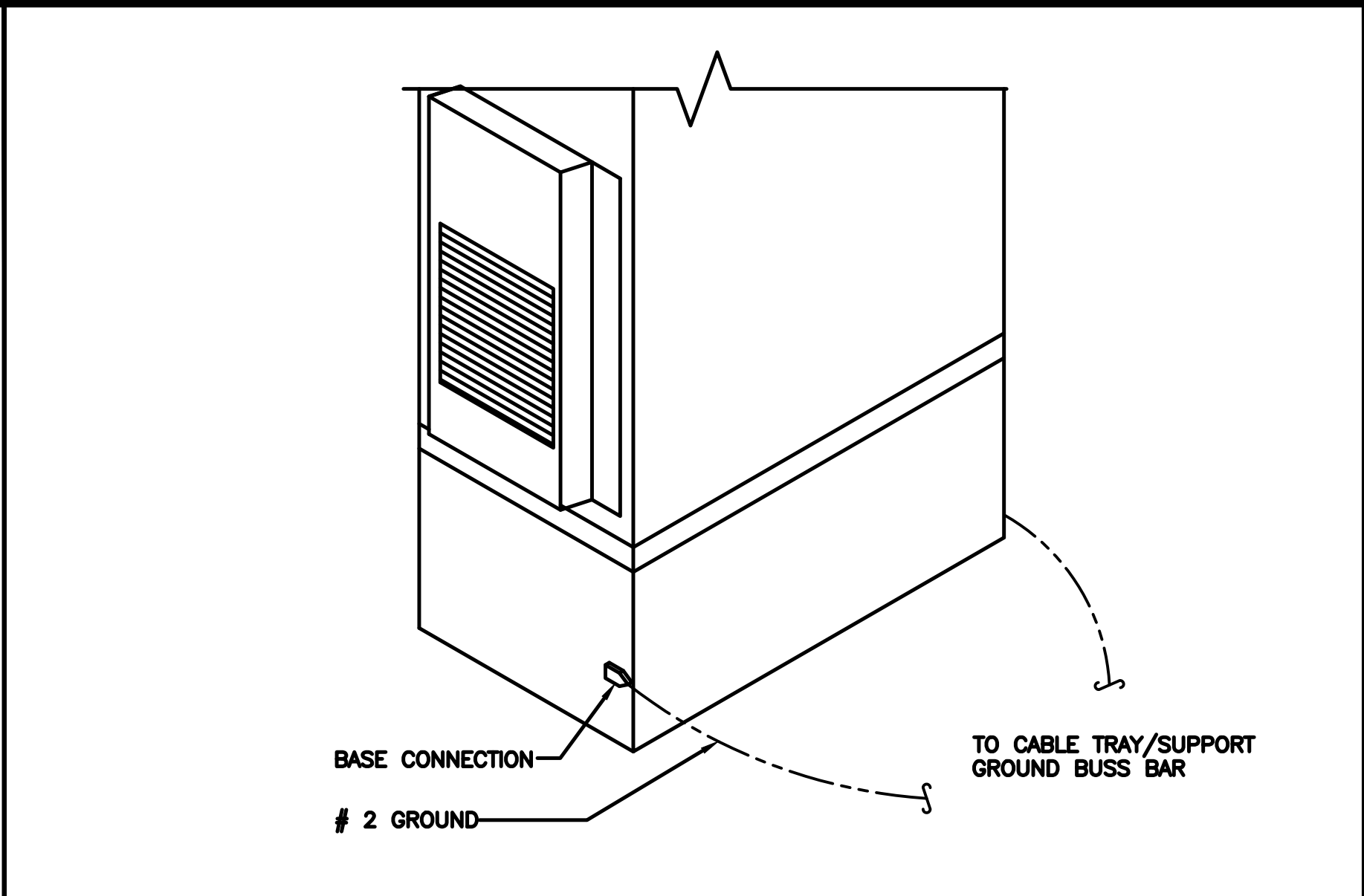
4. DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.

5. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.

6. ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED.

8. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).



TYPICAL GROUNDING NOTES

NO SCALE

1

OUTDOOR CABINET GROUNDING

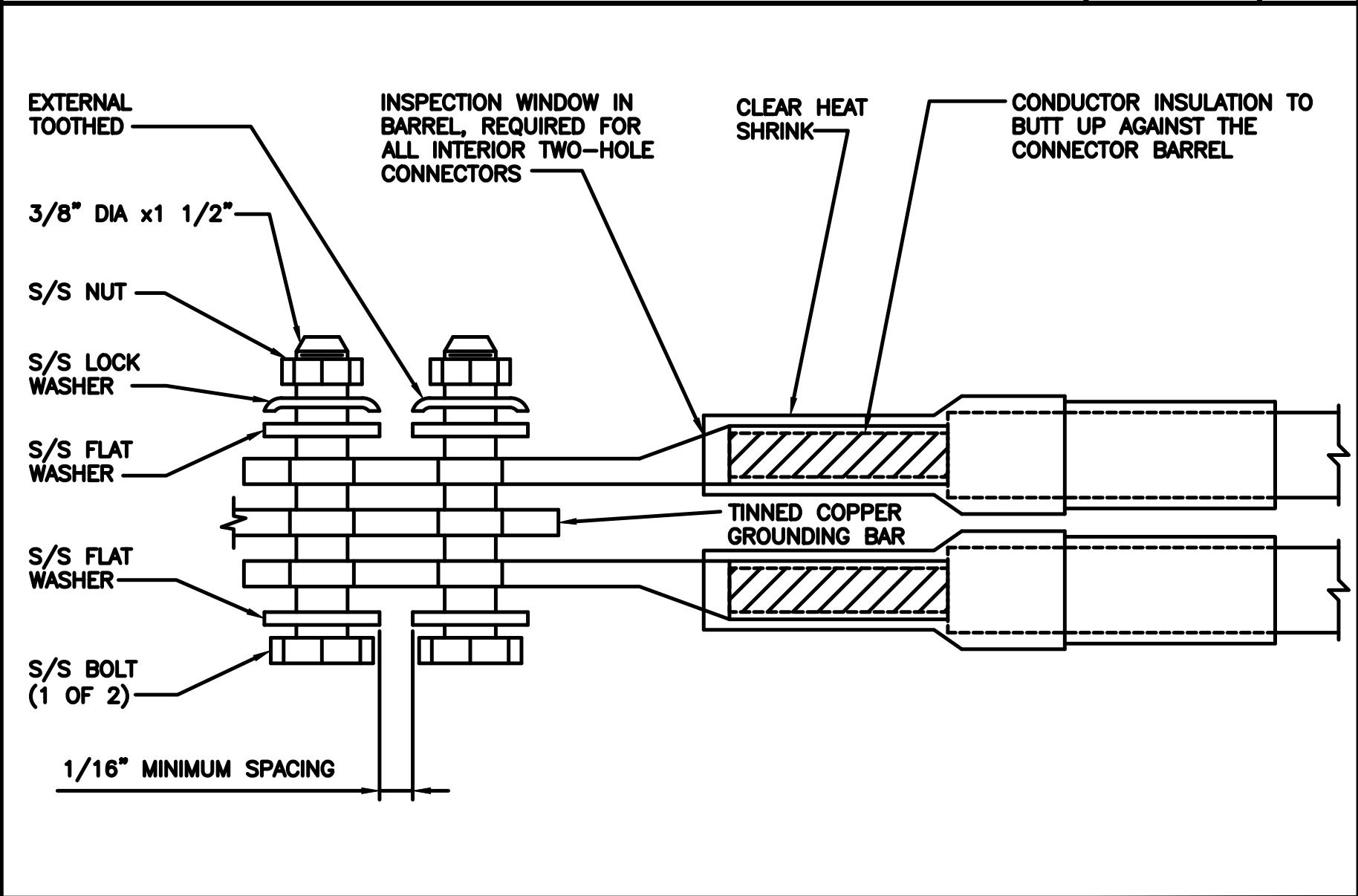
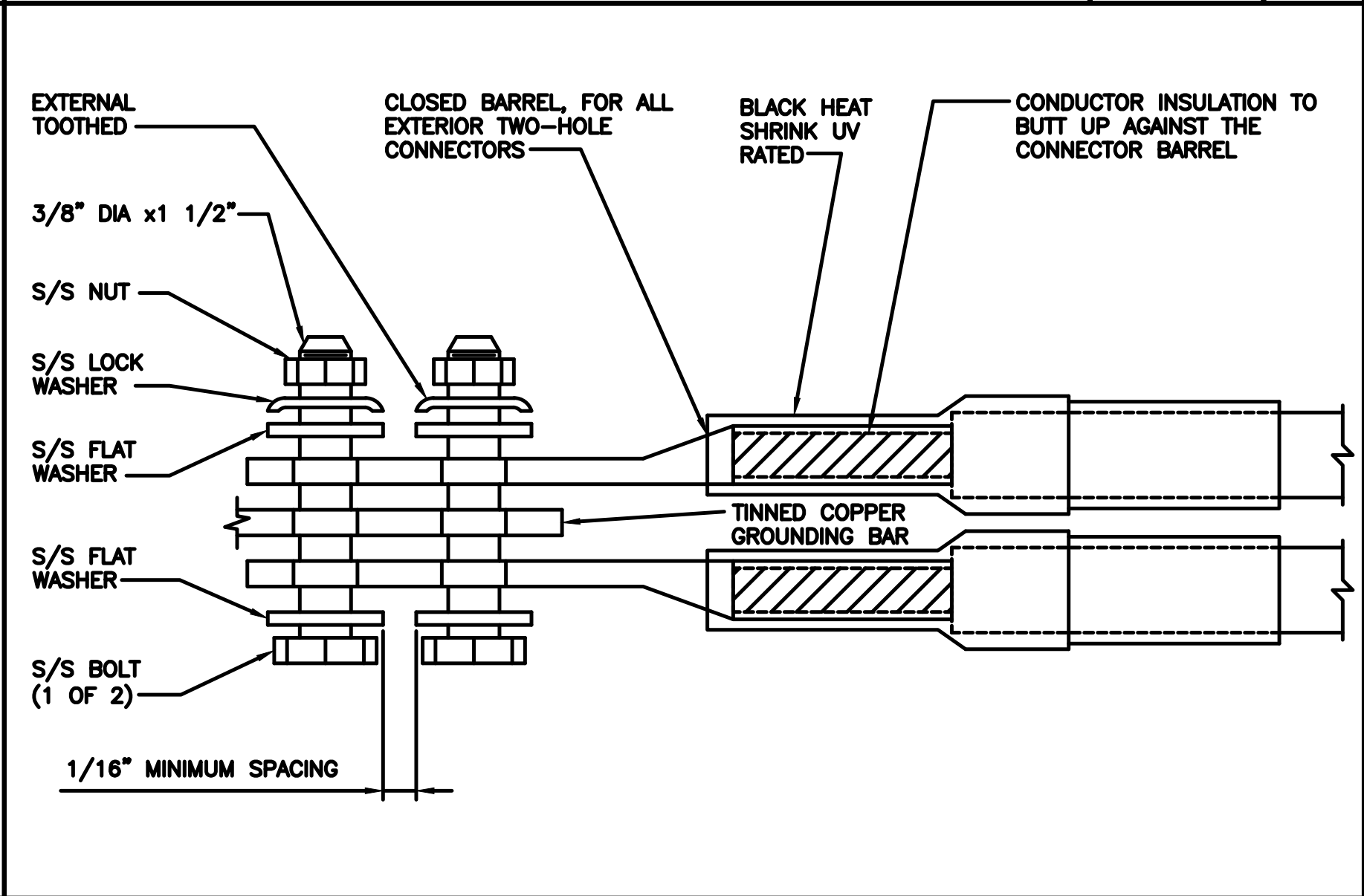
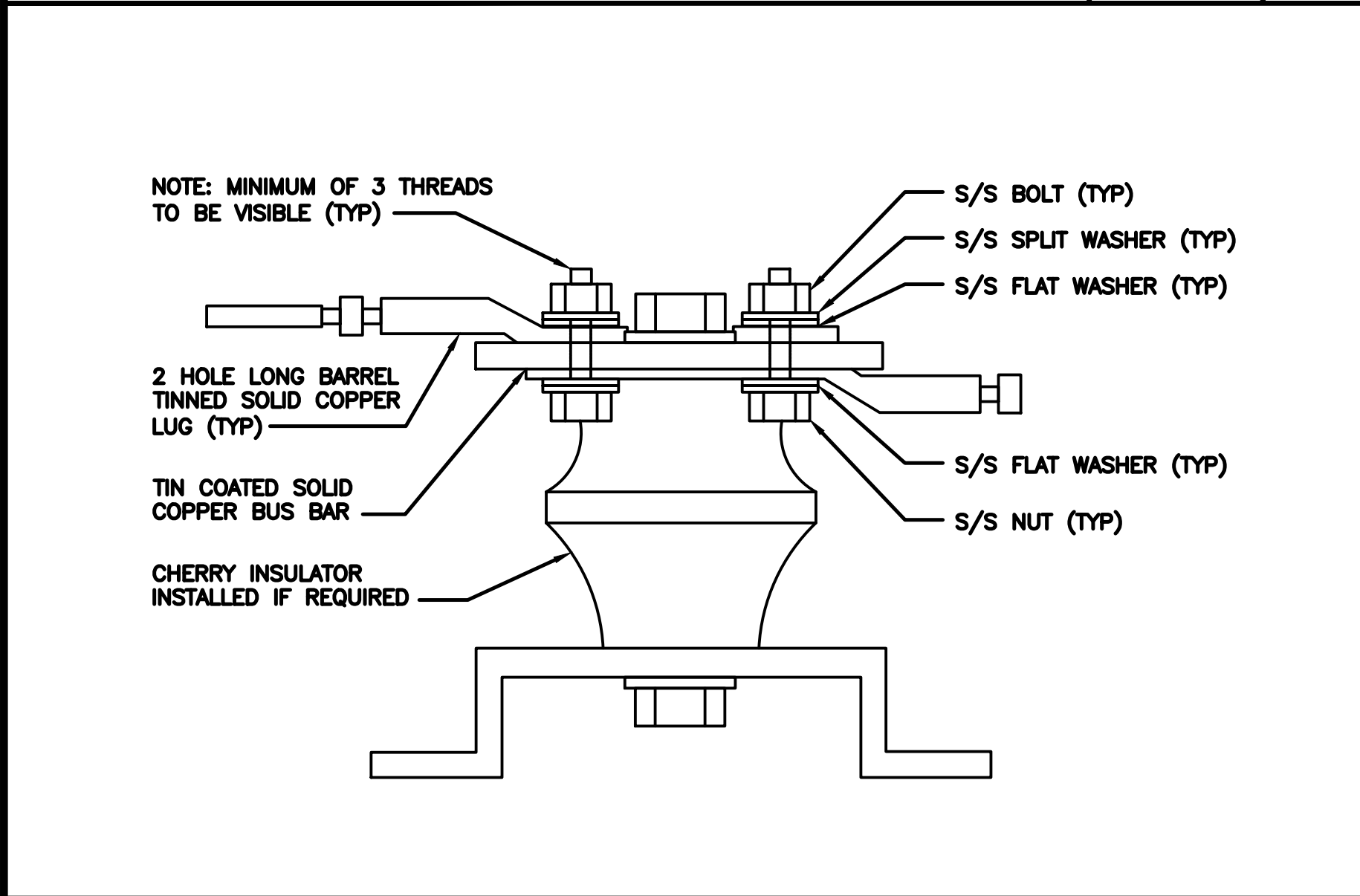
NO SCALE

2

TYPICAL CABLE TRAY GROUND BUSS BAR

NO SCALE

3



LUG DETAIL

NO SCALE

4

TYPICAL EXTERIOR TWO HOLE LUG

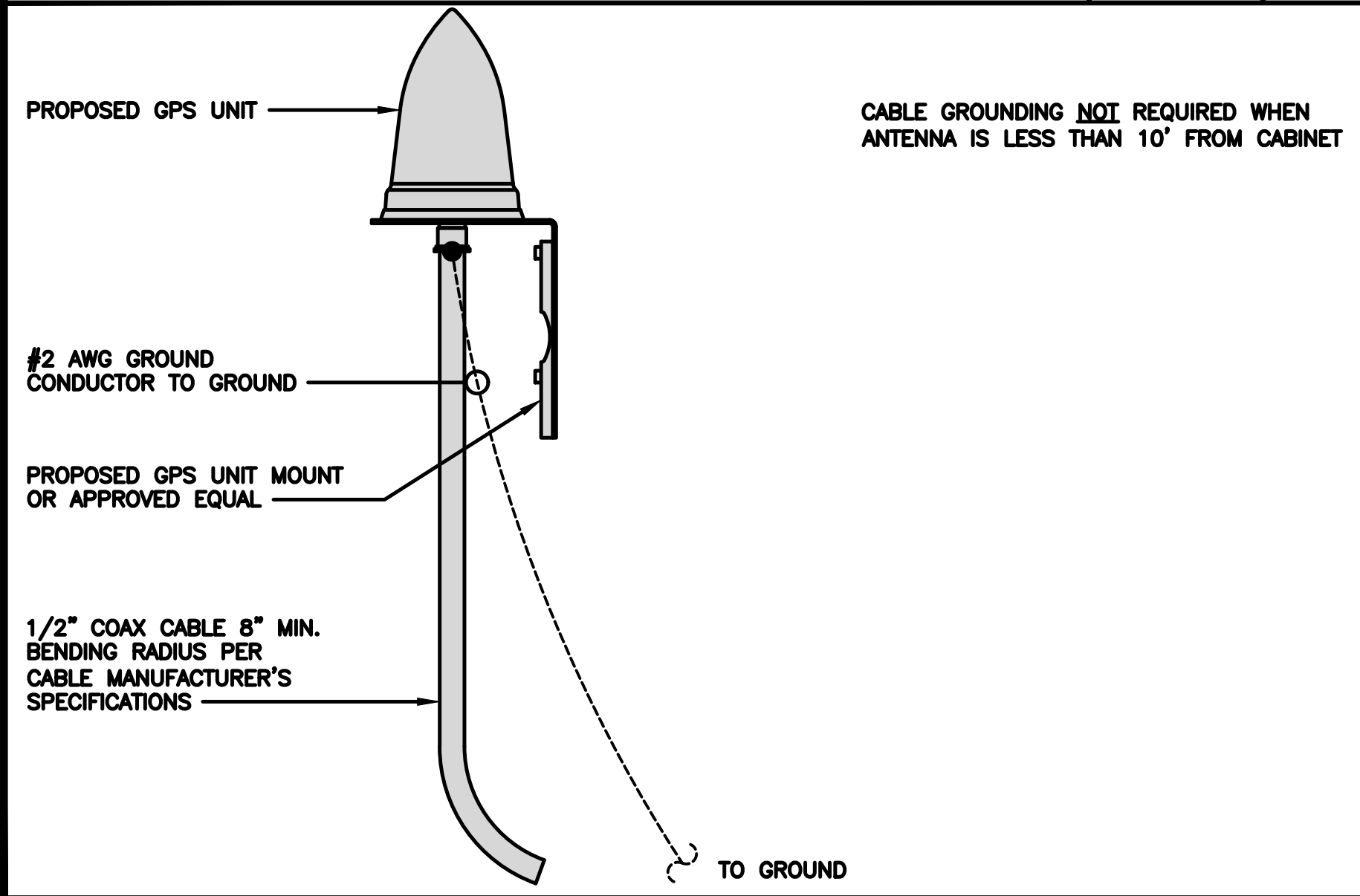
NO SCALE

5

TYPICAL INTERIOR TWO HOLE LUG

NO SCALE

6



TYPICAL GPS UNIT GROUNDING

NO SCALE

7

NOT USED

NO SCALE

8

NOT USED

NO SCALE

9



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SNOQUALMIE, WA 98065

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-3

HYBRID/DISCREET CABLES												3/4" TAPE WIDTHS WITH 3/4" SPACING															
LOW-BAND RRH (600 MHz N71 BASEBAND) + (850 MHz N26 BAND) + (700 MHz N29 BAND) – OPTIONAL PER MARKET ADD FREQUENCY COLOR TO SECTOR BAND (CBRS WILL USE YELLOW BAND)												ALPHA RRH				BETA RRH				GAMMA RRH							
												PORT 1 + SLANT	PORT 2 – SLANT	PORT 3 + SLANT	PORT 4 – SLANT	PORT 1 + SLANT	PORT 2 – SLANT	PORT 3 + SLANT	PORT 4 – SLANT	PORT 1 + SLANT	PORT 2 – SLANT	PORT 3 + SLANT	PORT 4 – SLANT				
												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN				
												ORANGE	ORANGE	RED	RED	ORANGE	ORANGE	BLUE	BLUE	ORANGE	ORANGE	GREEN	GREEN				
													WHITE (–) PORT	ORANGE	ORANGE		WHITE (–) PORT	ORANGE	ORANGE		WHITE (–) PORT	ORANGE	ORANGE				
															WHITE (–) PORT				WHITE (–) PORT				WHITE (–) PORT				WHITE (–) PORT
MID-BAND RRH (AWS BANDS N66+N70) ADD FREQUENCY COLOR TO SECTOR BAND (CBRS WILL USE YELLOW BANDS)												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN				
												PURPLE	PURPLE	RED	RED	PURPLE	PURPLE	BLUE	BLUE	PURPLE	PURPLE	GREEN	GREEN				
													WHITE (–) PORT	PURPLE	PURPLE		WHITE (–) PORT	PURPLE	PURPLE		WHITE (–) PORT	PURPLE	PURPLE				
															WHITE (–) PORT				WHITE (–) PORT				WHITE (–) PORT				
HYBRID/DISCREET CABLES												EXAMPLE 1		EXAMPLE 2		EXAMPLE 3 COAX #1 (ALPHA)		CANISTER COAX #2 (ALPHA)									
INCLUDE SECTOR BANDS BEING SUPPORTED ALONG WITH FREQUENCY BANDS. EXAMPLE 1 – HYBRID, OR DISCREET, SUPPORTS ALL SECTORS, BOTH LOW-BANDS AND MID-BANDS. EXAMPLE 2 – HYBRID, OR DISCREET, SUPPORTS CBRS ONLY, ALL SECTORS. EXAMPLE 3 – MAIN COAX WITH GROUND MOUNTED RRHs.												RED				RED				RED							
												BLUE				BLUE											
												GREEN				GREEN											
												ORANGE															
FIBER JUMPERS TO RRHs												LOW BAND RRH		MID BAND RRH		LOW BAND RRH		MID BAND RRH		LOW BAND RRH		MID BAND RRH					
LOW-BAND HHR FIBER CABLES HAVE SECTOR STRIPE ONLY.												RED		RED		BLUE		BLUE		GREEN		GREEN					
												ORANGE		PURPLE		ORANGE		PURPLE		ORANGE		PURPLE					
POWER CABLES TO RRHs												LOW BAND RRH		MID BAND RRH		LOW BAND RRH		MID BAND RRH		LOW BAND RRH		MID BAND RRH					
LOW-BAND RRH POWER CABLES HAVE SECTOR STRIPE ONLY												RED		RED		BLUE		BLUE		GREEN		GREEN					
												ORANGE		PURPLE		ORANGE		PURPLE		ORANGE		PURPLE					
RET MOTORS AT ANTENNAS												ANTENNA 1 MID BAND		ANTENNA 1 LOW BAND		ANTENNA 1 MID BAND		ANTENNA 1 LOW BAND		ANTENNA 1 MID BAND		ANTENNA 1 LOW BAND					
RET CONTROL IS HANDLED BY THE MID-BAND RRH WHEN ONE SET OF RET PORTS EXIST ON ANTENNA. SEPARATE RET CABLES ARE USED WHEN ANTENNA PORTS PROVIDE INPUTS FOR BOTH LOW AND MID BANDS.												IN	IN			IN	IN			IN	IN						
												RED	RED			BLUE	BLUE			GREEN	GREEN						
												PURPLE	ORANGE			PURPLE	ORANGE			PURPLE	ORANGE						
MICROWAVE RADIO LINKS												FORWARD AZIMUTH OF 0–120 DEGREES				FORWARD AZIMUTH OF 120–240 DEGREES				FORWARD AZIMUTH OF 240–359 DEGREES							
LINKS WILL HAVE A 1.5–2 INCH WHITE WRAP WITH THE AZIMUTH COLOR OVERLAPPING IN THE MIDDLE. ADD ADDITIONAL SECTOR COLOR BANDS FOR EACH ADDITIONAL MW RADIO. MICROWAVE CABLES WILL REQUIRE P-TOUCH LABELS INSIDE THE CABINET TO IDENTIFY THE LOCAL AND REMOTE SITE ID's.												PRIMARY		SECONDARY		PRIMARY		SECONDARY		PRIMARY		SECONDARY					
												WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE				
												RED	RED	WHITE	WHITE	BLUE	BLUE	WHITE	WHITE	GREEN	GREEN	WHITE	WHITE				
														RED	WHITE		BLUE				GREEN						

RF CABLE COLOR CODES

NO SCALE

1

NOT USED

NO SCALE

4

LOW BANDS (N71+N26)
OPTIONAL – (N29)

ORANGE

AWS
(N66+N70+H-BLOCK)

PURPLE

CBRS TECH
(3 GHz)

YELLOW

NEGATIVE SLANT PORT
ON ANT/RRH

WHITE

ALPHA SECTOR

RED

BETA SECTOR

BLUE

GAMMA SECTOR

GREEN

COLOR IDENTIFIER

NO SCALE

2

NOT USED

NO SCALE

3

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LITTLETON, CO 80120 **CORE ONE**
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A&E PROJECT NUMBER

SESEA00475A

DISH Wireless L.L.C.
PROJECT INFORMATIONSESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065SHEET TITLE
RF
CABLE COLOR CODE

SHEET NUMBER

RF-1

EXOTHERMIC CONNECTION		AB	ANCHOR BOLT	IN	INCH
MECHANICAL CONNECTION		ABV	ABOVE	INT	INTERIOR
BUSS BAR INSULATOR		AC	ALTERNATING CURRENT	LB(S)	POUND(S)
CHEMICAL ELECTROLYTIC GROUNDING SYSTEM		ADDL	ADDITIONAL	LF	LINEAR FEET
TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM		AFF	ABOVE FINISHED FLOOR	LTE	LONG TERM EVOLUTION
EXOTHERMIC WITH INSPECTION SLEEVE		AFG	ABOVE FINISHED GRADE	MAS	MASONRY
GROUNDING BAR		AGL	ABOVE GROUND LEVEL	MAX	MAXIMUM
GROUND ROD		AIC	AMPERAGE INTERRUPTION CAPACITY	MB	MACHINE BOLT
TEST GROUND ROD WITH INSPECTION SLEEVE		ALUM	ALUMINUM	MECH	MECHANICAL
		ALT	ALTERNATE	MFR	MANUFACTURER
SINGLE POLE SWITCH		ANT	ANTENNA	MGB	MASTER GROUND BAR
DUPLEX RECEPTACLE		APPROX	APPROXIMATE	MIN	MINIMUM
DUPLEX GFCI RECEPTACLE		ARCH	ARCHITECTURAL	MISC	MISCELLANEOUS
FLUORESCENT LIGHTING FIXTURE (2) TWO LAMPS 48-T8		ATS	AUTOMATIC TRANSFER SWITCH	MTL	METAL
SMOKE DETECTION (DC)		AWG	AMERICAN WIRE GAUGE	MTS	MANUAL TRANSFER SWITCH
EMERGENCY LIGHTING (DC)		BATT	BATTERY	MW	MICROWAVE
SECURITY LIGHT W/PHOTOCELL LITHONIA ALXW LED-1-25A400/51K-SR4-120-PE-DDBTXD		BLDG	BUILDING	NEC	NATIONAL ELECTRIC CODE
CHAIN LINK FENCE		BLK	BLOCK	NM	NEWTON METERS
WOOD/WROUGHT IRON FENCE		BLKG	BLOCKING	NO.	NUMBER
WALL STRUCTURE		BM	BEAM	#	NUMBER
LEASE AREA		BTC	BARE TINNED COPPER CONDUCTOR	NTS	NOT TO SCALE
PROPERTY LINE (PL)		BOF	BOTTOM OF FOOTING	OC	ON-CENTER
SETBACKS		CAB	CABINET	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
ICE BRIDGE		CANT	CANTILEVERED	OPNG	OPENING
CABLE TRAY		CHG	CHARGING	P/C	PRECAST CONCRETE
WATER LINE		CLG	CEILING	PCS	PERSONAL COMMUNICATION SERVICES
UNDERGROUND POWER		CLR	CLEAR	PCU	PRIMARY CONTROL UNIT
UNDERGROUND TELCO		COL	COLUMN	PRC	PRIMARY RADIO CABINET
OVERHEAD POWER		COMM	COMMON	PP	POLARIZING PRESERVING
OVERHEAD TELCO		CONC	CONCRETE	PSF	POUNDS PER SQUARE FOOT
UNDERGROUND TELCO/POWER		CONSTR	CONSTRUCTION	PSI	POUNDS PER SQUARE INCH
ABOVE GROUND POWER		DBL	DOUBLE	PT	PRESSURE TREATED
ABOVE GROUND TELCO		DC	DIRECT CURRENT	PWR	POWER CABINET
ABOVE GROUND TELCO/POWER		DEPT	DEPARTMENT	QTY	QUANTITY
WORKPOINT		DF	DOUGLAS FIR	RAD	RADIUS
	W.P.	DIA	DIAMETER	RECT	RECTIFIER
SECTION REFERENCE		DIAG	DIAGONAL	REF	REFERENCE
		DIM	DIMENSION	REINF	REINFORCEMENT
DETAIL REFERENCE		DWG	DRAWING	REQ'D	REQUIRED
		DWL	DOWEL	RET	REMOTE ELECTRIC TILT
		EA	EACH	RF	RADIO FREQUENCY
		EC	ELECTRICAL CONDUCTOR	RMC	RIGID METALLIC CONDUIT
		EL	ELEVATION	RRH	REMOTE RADIO HEAD
		ELEC	ELECTRICAL	RRU	REMOTE RADIO UNIT
		EMT	ELECTRICAL METALLIC TUBING	RWY	RACEWAY
		ENG	ENGINEER	SCH	SCHEDULE
		EQ	EQUAL	SHT	SHEET
		EXP	EXPANSION	SIAD	SMART INTEGRATED ACCESS DEVICE
		EXT	EXTERIOR	SIM	SIMILAR
		EW	EACH WAY	SPEC	SPECIFICATION
		FAB	FABRICATION	SQ	SQUARE
		FF	FINISH FLOOR	SS	STAINLESS STEEL
		FG	FINISH GRADE	STD	STANDARD
		FIF	FACILITY INTERFACE FRAME	STL	STEEL
		FIN	FINISH(ED)	TEMP	TEMPORARY
		FLR	FLOOR	THK	THICKNESS
		FDN	FOUNDATION	TMA	TOWER MOUNTED AMPLIFIER
		FOC	FACE OF CONCRETE	TN	TOE NAIL
		FOM	FACE OF MASONRY	TOA	TOP OF ANTENNA
		FOS	FACE OF STUD	TOC	TOP OF CURB
		FOW	FACE OF WALL	TOF	TOP OF FOUNDATION
		FS	FINISH SURFACE	TOP	TOP OF PLATE (PARAPET)
		FT	FOOT	TOS	TOP OF STEEL
		FTG	FOOTING	TOW	TOP OF WALL
		GA	GAUGE	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
		GEN	GENERATOR	TYP	TYPICAL
		GFCI	GROUND FAULT CIRCUIT INTERRUPTER	UG	UNDERGROUND
		GLB	GLUE LAMINATED BEAM	UL	UNDERWRITERS LABORATORY
		GLV	GALVANIZED	UNO	UNLESS NOTED OTHERWISE
		GPS	GLOBAL POSITIONING SYSTEM	UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
		GND	GROUND	UPS	UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
		GSM	GLOBAL SYSTEM FOR MOBILE	VIF	VERIFIED IN FIELD
		HDG	HOT DIPPED GALVANIZED	W	WIDE
		HDR	HEADER	W/	WITH
		HGR	HANGER	WD	WOOD
		HVAC	HEAT/VENTILATION/AIR CONDITIONING	WP	WEATHERPROOF
		HT	HEIGHT	WT	WEIGHT
		IGR	INTERIOR GROUND RING		

LEGEND

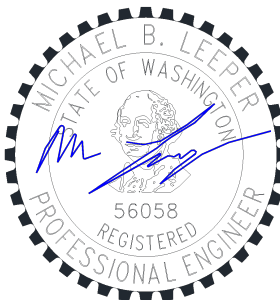
ABBREVIATIONS



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13555 SE 36TH ST, SUITE 100
BELLEVUE, WA 98006



IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

A.D. B.B. M.L.

RFDS REV #: ---

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SHEET TITLE
LEGEND AND
ABBREVIATIONS

SHEET NUMBER

GN-1



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SHEET TITLE
RF
SIGNAGE

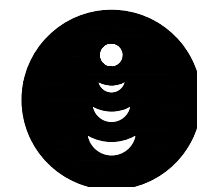
SHEET NUMBER
GN-2

INFORMATION

This is an access point to an
area with transmitting antennas.

Obey all signs and barriers beyond this point.
Call the DISH Wireless L.L.C. NOC at 1-866-624-6874

Site ID: _____



THIS SIGN IS FOR REFERENCE PURPOSES ONLY

SIGN TYPES

TYPE	COLOR	COLOR CODE PURPOSE
INFORMATION	GREEN	"INFORMATIONAL SIGN" TO NOTIFY OTHERS OF SITE OWNERSHIP & CONTACT NUMBER AND POTENTIAL RF EXPOSURE.
NOTICE	BLUE	"NOTICE BEYOND THIS POINT" RF FIELDS BEYOND THIS POINT MAY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(b)
CAUTION	YELLOW	"CAUTION BEYOND THIS POINT" RF FIELDS BEYOND THIS POINT MAY EXCEED THE FCC GENERAL PUBLIC EXPOSURE LIMIT. OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(b)
WARNING	ORANGE/RED	"WARNING BEYOND THIS POINT" RF FIELDS AT THIS SITE EXCEED FCC RULES FOR HUMAN EXPOSURE. FAILURE TO OBEY ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN RF ENVIRONMENTS COULD RESULT IN SERIOUS INJURY. IN ACCORDANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES ON RADIO FREQUENCY EMISSIONS 47 CFR-1.1307(b)

SIGN PLACEMENT:

- RF SIGNAGE PLACEMENT SHALL FOLLOW THE RECOMMENDATIONS OF AN EXISTING EME REPORT, CREATED BY A THIRD PARTY PREVIOUSLY AUTHORIZED BY DISH Wireless L.L.C.
- INFORMATION SIGN (GREEN) SHALL BE LOCATED ON EXISTING DISH Wireless L.L.C. EQUIPMENT.
 - A) IF THE INFORMATION SIGN IS A STICKER, IT SHALL BE PLACED ON EXISTING DISH Wireless L.L.C. EQUIPMENT CABINET.
 - B) IF THE INFORMATION SIGN IS A METAL SIGN IT SHALL BE PLACED ON EXISTING DISH Wireless L.L.C. H-FRAME WITH A SECURE ATTACH METHOD.
- IF EME REPORT IS NOT AVAILABLE AT THE TIME OF CREATION OF CONSTRUCTION DOCUMENTS; PLEASE CONTACT DISH Wireless L.L.C. CONSTRUCTION MANAGER FOR FURTHER INSTRUCTION ON HOW TO PROCEED.

NOTES:

1. FOR DISH Wireless L.L.C. LOGO, SEE DISH Wireless L.L.C. DESIGN SPECIFICATIONS (PROVIDED BY DISH Wireless L.L.C.)
2. SITE ID SHALL BE APPLIED TO SIGNS USING "LASER ENGRAVING" OR ANY OTHER WEATHER RESISTANT METHOD (DISH Wireless L.L.C. APPROVAL REQUIRED)
3. TEXT FOR SIGNAGE SHALL INDICATE CORRECT SITE NAME AND NUMBER AS PER DISH Wireless L.L.C. CONSTRUCTION MANAGER RECOMMENDATIONS.
4. CABINET/SHELTER MOUNTING APPLICATION REQUIRES ANOTHER PLATE APPLIED TO THE FACE OF THE CABINET WITH WATER PROOF POLYURETHANE ADHESIVE
5. ALL SIGNS WILL BE SECURED WITH EITHER STAINLESS STEEL ZIP TIES OR STAINLESS STEEL TECH SCREWS
6. ALL SIGNS TO BE 8.5"x11" AND MADE WITH 0.04" OF ALUMINUM MATERIAL

NOTICE



Transmitting Antenna(s)

Radio frequency fields beyond this point **MAY EXCEED** the FCC Occupational exposure limit.

Obey all posted signs and site guidelines for
working in radio frequency environments.

Call the DISH Wireless L.L.C. NOC at 1-866-624-6874
prior to working beyond this point.

Site ID: _____



THIS SIGN IS FOR REFERENCE PURPOSES ONLY

CAUTION



Transmitting Antenna(s)

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Site ID: _____



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SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED – NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH Wireless L.L.C. AND TOWER OWNER NOC & THE DISH Wireless L.L.C. AND TOWER OWNER CONSTRUCTION MANAGER.
2. "LOOK UP" – DISH Wireless L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:

THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH Wireless L.L.C. AND DISH Wireless L.L.C. AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH Wireless L.L.C. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA–322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DISH Wireless L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH Wireless L.L.C. AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA–1019–A–2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH Wireless L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER’S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH Wireless L.L.C. AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER’S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR’S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER’S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

- 1.FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR:GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION

CARRIER:DISH Wireless L.L.C.

TOWER OWNER:TOWER OWNER
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER’S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR’S EXPENSE TO THE SATISFACTION OF DISH Wireless L.L.C. AND TOWER OWNER
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER’S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.



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A&E PROJECT NUMBER
SESEA00475A

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00475A
7917 CENTER BLVD SE
SNOQUALMIE, WA 98065

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-3

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°f AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
#4 BARS AND SMALLER 40 ksi
#5 BARS AND LARGER 60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
 - #6 BARS AND LARGER 2"
 - #5 BARS AND SMALLER 1-1/2"
 - CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
 - SLAB AND WALLS 3/4"
 - BEAMS AND COLUMNS 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TIE WRAPS ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

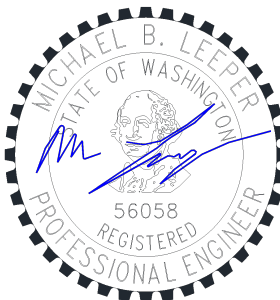
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH Wireless L.L.C. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH Wireless L.L.C.".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



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DRAWN BY: CHECKED BY: APPROVED BY:

A.D.	B.B.	M.L.
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RFDS REV #: ---

CONSTRUCTION DOCUMENTS

SUBMITTALS		
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SNOQUALMIE, WA 98065

SHEET TITLE
GENERAL NOTES

SHEET NUMBER

GN-4

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES’S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL–OF–POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON–ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON–METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4” NON–METALLIC, FLEXIBLE CONDUIT FROM 24” BELOW GRADE TO WITHIN 3” TO 6” OF CAD–WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.



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A.D. B.B. M.L.

RFDS REV #: ---

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DOCUMENTS

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PROJECT INFORMATION

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SNOQUALMIE, WA 98065

SHEET TITLE
GENERAL NOTES

SHEET NUMBER

GN-5



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-110
October 9, 2023

Choose an item.

Item 11.

AGENDA BILL INFORMATION

TITLE:	AB23-110: Eagle Lake Water Reclamation Basin Improvements Amendment to RH2 Services Agreement	<input type="checkbox"/> Discussion Only
PROPOSED COUNCIL ACTION:	Approve an amendment to the agreement with RH2 Engineering for design services	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

REVIEW:	Department Director/Peer	Jeff Hamlin	9/27/2023
	Finance	Janna Walker	9/27/2023
	Legal	David Linehan	9/28/2023
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Parks & Public Works		
STAFF:	Andrew Vining		
COMMITTEE:	Parks & Public Works	COMMITTEE DATE: October 3, 2023	
MEMBERS:	Bryan Holloway	Ethan Benson	Jo Johnson
EXHIBITS:	1. Amendment to Rh2 Services Agreement 2. Map - Class A Reclaimed Water Distribution System 3. Reclaimed Water Distribution System Engineering Report- Preliminary 4. CIP Excerpt – Eagle Lake Water Reclamation Basin Improvements Project		

AMOUNT OF EXPENDITURE	\$ 658,722
AMOUNT BUDGETED	\$ 321,000
APPROPRIATION REQUESTED	\$ \$444,192

SUMMARY

INTRODUCTION

This agenda bill seeks to amend the existing services agreement with RH2 Engineering to design and permit a new reclaimed water reservoir and update the reclaimed water system plan. The City produces and distributes Class A reclaimed water during dry season months for reuse as irrigation supply. This reclaimed water improvement project will upgrade the dated reclaimed water distribution system and bring it in to compliance with the Department of Ecology mandated Reclaimed Water Rule.

BACKGROUND

In January 2018 the Washington Department of Ecology (Ecology) adopted Reclaimed Water Rule WAC 173-219 which establishes the framework for the distribution of reclaimed water for beneficial uses. Among other requirements, this rule requires facilities delivering reclaimed water to properly treat and disinfect the water

prior to delivery in order to protect public health. The City utilizes sand filtration enhanced treatment followed by ultraviolet disinfection to treat reclaimed water to Class A standards in compliance with the Reclaimed Water Rules and City National Pollutants Discharge Elimination System (NPDES) Permit. Following treatment Class A water is then pumped to Eagle Lake Reservoir for temporary storage prior to distribution as irrigation water to various locations on the ridge including Snoqualmie Ridge Golf Course, City parks and right-of-way, and the Snoqualmie Ridge Business Park. While Ecology originally determined that the distribution system complied with the interim reclaimed water standards established in 1997, it does not comply with the current Reclaimed Water Rule. Specifically, the City distribution system requires additional cross-connection control improvements necessary to protect Class A water used in public spaces from contamination by lower-quality water sources- such as urban stormwater runoff.

In May of 2021 the City of Snoqualmie Water Reclamation Facility (WRF) received from Ecology a renewed NPDES discharge permit which authorizes continued production, distribution, and use of Class A water, provided that the City meets requirements to implement added these cross-control improvements with the following compliance schedule milestones:

- July 1, 2023 - Draft Engineering Report (Complete)
- December 31, 2023 – Final Engineering Report (Underway)
- December 31, 2024 – Final Plans and Specifications
- June 30, 2026 –Construction Completion

This year RH2 Engineering prepared a Reclaimed Water Distribution System Engineering Report (Exhibit 4) which evaluates alternatives that will bring the reclaimed water distribution system into compliance with current standards and preliminary design of a new reservoir. Preliminary cost estimates for this project range between 6.3 and 7 million and exceed those costs assumed in the 2023-2028 CIP due to the following reasons:

- Larger reservoir size is necessary to provide reliable service.
- Complex retrofitting needed to connect to the existing irrigation pump station (IPS).
- Site improvements necessary to provide security and integration with existing utilities.
- Increased inflation and construction cost escalation.

These updated project costs will be incorporated into the next utility rate study and capital improvement planning.

Included with this contract amendment, RH2 will update the 2015 reclaimed water system plan to align with the 2018 Reclaimed Water Rule and identify a schedule of capital improvements for the next 20-year planning period. Appendices of the reclaimed water system plan must be updated to comply with the reclaimed water rules and NPDES Permit requirements. The updated plan will address these requirements and guide future operations budgets, utility rates, and capital improvements to support the reclaimed water system.

ANALYSIS

The City of Snoqualmie has for two decades demonstrated successful production, distribution, and reuse of Class A reclaimed water resulting in water quality and water supply benefits. On average the City distributes 18 million gallons of reclaimed water annually. To comply with state permit requirements and continue distribution of Class A water the City must begin design of a new reclaimed water reservoir. Based on the engineering report evaluation the construction of a new reclaimed water reservoir is the lowest cost solution that will bring the existing distribution system into compliance with current regulations. Six different reservoir sites were evaluated and the City is pursuing the lowest cost available site. Permitting efforts have begun with outside agencies to assist with finalizing the reservoir site. City and state permitting, and design will begin in 2023 to maintain schedule and meet project milestones. the reclaimed water system plan update will

identify, and schedule reclaimed water system improvements that correct existing deficiencies and ensure a safe and reliable reclaimed water system for customers.

BUDGET IMPACTS

Administration recommends approving an amendment to the contract with RH2, Inc. in the amount of \$658,722 to complete the design of Eagle Lake Water Reclamation Basin Improvements. This project is incorporated in the 2023-2028 Capital Improvement Plan (CIP) (See Exhibit #4) with a life-of-project budget of \$3,332,000. The 2023-24 Amended Budget appropriates \$321,000 for this project. In the current biennium, \$49,722 has been spent and \$56,748 has been encumbered for contracts within the Eagle Lake Improvements Project. With the addition of the RH2 contract, the project is \$444,192 over budget for the current biennium, as shown in the table below.

Eagle Lake Water Reclamation Basin Improvements

	Life-of-Project Budget (Multiple Bienniums)	2023-2024 Biennial Budget
Beginning Budget	\$ 3,332,000	\$ 321,000
Expenditures	\$ (49,722)	\$ (49,722)
Outstanding Contract Value (Previously Approved)	\$ (56,748)	\$ (56,748)
Current Available Budget	\$ 3,225,530	\$ 214,530
Value of this Contract (AB23-110)	\$ (658,722)	\$ (658,722)
Available Budget / (Shortfall) after AB23-110	\$ 2,566,808	\$ (444,192)

Of the contract amendment, \$74,186 relates to a reclaimed water system plan update, which will be paid from the operations budgets of the Water Utility (#401) and the Sewer Utility (#402). In addition, the Administration intends to delay the Pressure Reducing Valve Stations Project, a project from the 2023-2028 CIP within the Utility Capital Fund (#417) and appropriated within the 2023-24 Biennial Budget, to support the project's overall budget shortfall. Delaying the Pressure Reducing Valve project will result in a reallocation of \$321,000 in budget appropriation to the Eagle Lake Project. As a result, the City will need an additional \$49,006 appropriation to fund this phase of the project and anticipates introducing the amendment as part of the mid-biennium review process.

Eagle Lake Water Reclamation Basin Improvements

	Life-of-Project Budget (Multiple Bienniums)	2023-2024 Biennial Budget
Available Budget / (Shortfall) after AB23-110	\$ 2,566,808	\$ (444,192)
Water Utility (#401)	\$ 37,093	\$ 37,093
Sewer Utility (#402)	\$ 37,093	\$ 37,093
Pressure Reducing Valve	\$ 321,000	\$ 321,000
Acceleration of Project Budget into Current Biennium	\$ 49,006	\$ 49,006
Available Budget after AB23-088	\$ 3,011,000	\$ -

NEXT STEPS

The new reservoir site will be finalized following feedback from outside permitting agencies, including Bonneville Power Administration. Permitting with City and state agencies will continue as the project seeks SEPA approval and approval of the Reclaimed Water Distribution System Engineering Report. City staff will submit a Clean Water State Revolving Fund (CWSRF) application to Ecology to requesting state funding for design and construction costs.

PROPOSED ACTION

Move to approve an amendment to the Eagle Lake Water Reclamation Basin Improvements services agreement with RH2 Engineering.

CITY OF SNOQUALMIE
 AGREEMENT FOR CONSULTANT SERVICES
 Amendment No. 1
 Eagle Lake Water Reclamation Basin Improvements

This Amendment No. 1 to Agreement for Consulting Services is entered into by and between the City of Snoqualmie, a Washington municipal corporation, (“City”) and RH2 Engineering, Inc., a Washington corporation, (“Consultant”). City and Consultant are collectively referred to herein as “the Parties.”

WHEREAS, the City and Consultant previously entered into an Agreement for Consultant Services on December 2, 2022 (“Agreement”), which provided for Consultant to complete an engineering report and design cross-control improvements to the Class A reclaimed water distribution system; and

WHEREAS, the City has requested Consultant to provide additional services including final design and permitting of the Eagle Lake Water Reclamation Basin Improvements, and update the City’s Reclaimed Water System Plan; and

WHEREAS, Consultant has the resources and capability to perform this work and has provided a scope of work and an hour and fee estimate for such additional work;

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Scope of Work Amended. Exhibit A (“Scope of Work”) to the Agreement dated December 2, 2022, is hereby amended to add the additional work tasks set forth in Exhibit A to this Amendment No. 1.

Section 2. Compensation Amended. Section 2 of the Agreement dated December 2, 2022, entitled (“Compensation”), is hereby amended to increase the total compensation to be paid Consultant for the work from \$106,470 to \$765,192.

Section 3. Exhibit B Amended. Exhibit B to the Agreement dated December 2, 2022, is hereby amended to add the additional compensation and fee estimate details set forth in Exhibit B to this Amendment No. 1.

Section 4. Exhibit C Amended. Exhibit C to the Agreement dated December 2, 2022, is hereby amended to revise the rates and charges in Exhibit C to this Amendment No. 1.

Section 5. No Other Provisions Affected. Except as modified in this Amendment No. 1, all other provisions of the Agreement dated December 2, 2022, remain in full force and effect.

Section 6. Effective Date. This Amendment No. 1 is effective as of the date of the last signature affixed below.

///

ACKNOWLEDGED AND AGREED TO BY:

CITY OF SNOQUALMIE

CONSULTANT
RH2 ENGINEERING, INC.

By: _____
Katherine Ross, Mayor

By: _____
Name _____
Its: _____

Date: _____

Date: _____

ATTEST:

Deana Dean, City Clerk

APPROVED AS TO FORM:

David Linehan, City Attorney

EXHIBIT A
Scope of Work
Amendment No. 1
City of Snoqualmie
Reclaimed Water Distribution System
Design and Services During Bidding
September 2023

Background

The City of Snoqualmie (City) owns and operates a potable water system, a reclaimed water system, and an irrigation system. The City's Water Reclamation Facility (WRF) supplies Class A reclaimed water to Eagle Lake, where it is stored as irrigation supply for the City and its customers, including the Snoqualmie Ridge Golf Course (Golf Course). The main customers are fed irrigation water from the Parkway/Parks Irrigation Pump Station (IPS), including City of Snoqualmie, City of Snoqualmie Stormwater, Snoqualmie Business Park Owners Association, Snoqualmie Residential Owners Association, and the Snoqualmie Ridge Joint Commission. The Golf Course irrigation system is owned and operated by the Golf Course and is separate from City operations.

The Washington State Department of Ecology (Ecology) has required the City to evaluate options to add cross-connection controls to the Class A distribution system, including separation of the City's irrigation system (not the Golf Course) from Eagle Lake to meet the requirements of the Reclaimed Water Rule, Chapter 173-219 Washington Administrative Code (WAC). The City requested the services of RH2 Engineering, Inc., (RH2) to prepare an Engineering Report to evaluate options to improve the reclaimed water distribution system for Ecology review and approval. The Engineering Report recommended the City install an approximately 500,000-gallon closed water reservoir to separate the City's reclaimed water allotment from Eagle Lake and to meet the City's updated National Pollutant Discharge Elimination System (NPDES) Permit requirements.

This Scope of Work includes the tasks necessary for RH2 to update the City's 2015 *Reclaimed Water System Plan*, prepare bid-ready design documents and permitting support for the closed water reservoir, and provide services during bidding for the reclaimed water distribution system improvements that have been approved by Ecology.

The previous scope of work included the following task:

- **Task 1 – Reclaimed Water Engineering Report**

This Scope of Work and Fee Estimate includes the addition of the following tasks:

- **Task 2 – Project Management**
- **Task 3 – Reclaimed Water System Plan Update**
- **Task 4 – Loan and Grant Application Assistance**
- **Task 5 – Preliminary Design**

- Task 6 – Final Design
- Task 7 – Permitting
- Task 8 – Services During Bidding
- Task 9 – Management Reserve

Future tasks include the following:

- Task 10 – Services During Construction
- Task 11 – SCADA Programming

General Assumptions

In preparing this Scope of Work, the following assumptions were made:

- *The Reclaimed Water Distribution System Engineering Report prepared by RH2 (June 2023) as part of the original scope of work is currently being reviewed by Ecology and the Washington State Department of Health (DOH) and will satisfy the requirements of WAC 246-290-110; therefore, a separate Project Report submittal to DOH will not be required as part of the project's preliminary design.*
- *The reclaimed water reservoir site is still in the process of being selected. Depending on siting, design and permitting costs may change. It is assumed that the City will select a reservoir site prior to starting preliminary design.*
- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *The City will pay permit and public notice fees and costs directly.*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined and agreed upon by the City and RH2.*

Task 2 – Project Management

Objective: Manage RH2's project team and maintain frequent client communications, including progress meetings. Maintain project schedule and prepare monthly invoices and budget status summaries.

Approach:

- 2.1 Perform Project Management – Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein and

implement quality assurance and quality control (QA/QC) reviews to execute this Scope of Work in close coordination with City staff. Document and retain information generated during the execution of the project.

- 2.2 Prepare Invoices – Prepare monthly invoices and budget status summaries.
- 2.3 Prepare for and Attend Progress Meetings – Prepare for and attend progress meetings with City staff as requested. Prepare meeting agendas and minutes. *A total of four (4) progress meetings are assumed in the Fee Estimate, in addition to the other milestone and review meetings identified elsewhere in this Scope of Work.*
- 2.4 Prepare Schedule – Provide overall project schedule aligned with NPDES milestones. Update schedule throughout the project.

RH2 Deliverables:

- Monthly progress reports with schedule, budget, work performed and billed to date updates.
- Meeting agendas and minutes.

Task 3 – Reclaimed Water System Plan Update

Objective: Update the City’s 2015 *Reclaimed Water Reuse Plan* (Plan), including the preparation of a 20-year capital improvement program (CIP). Prepare Class A system operations and maintenance (O&M) procedures and an irrigation system cross-connection control plan to include as appendices.

Approach:

- 3.1 Coordinate with City and Agencies – Attend a virtual project kick-off meeting with City staff. Provide coordination with Ecology and DOH. *This task is assumed to be limited to a total of sixteen (16) hours for phone calls and email correspondence with the City and reviewing agencies.*
- 3.2 Collect and Review Data – Visit the WRF and reclaimed water system facilities with City staff to collect information, observe equipment layouts, and obtain maintenance staff input/complaints about the existing system. Prepare and submit a list of data and mapping needs. Perform an in depth review of the information provided by the City and coordinate with City staff during the data collection process.
- 3.3 Prepare Chapter 1 – Introduction – Prepare a summary description of the reclaimed water system, the City’s current NPDES Permit, Ecology *Reclaimed Water Facilities Manual* (Purple Book) standards, and related planning documents. Prepare a color figure of the existing system. Prepare a description of the existing reclaimed water system facilities, including the pipelines, pump stations, and equipment. Reference the City’s latest General Sewer Plan for background information.
- 3.4 Prepare Hydraulic Model – Create a simple hydraulic model of the City’s reclaimed water system in Bentley WaterGEMS from the WRF to the point of use. Review facility as-builts and update the model to reflect existing piping and facilities. Coordinate with the City to review the

operational setpoints and controls for facilities. *It is assumed the hydraulic model will be created based on available information and existing as-builts and will not be calibrated at this time. Manufacturer's pump curves will be input into the model and may not reflect actual facility operation.* Prepare a color figure of the existing hydraulic profile.

- 3.5 Prepare Chapter 2 – Class A Water Production and Use – Prepare a description of the existing Class A water production and use, the equivalent residential units, and existing users. Perform a monthly analysis on the water demands versus the available Class A water supply. Calculate irrigation water demands based on the average day demand (ADD). Prepare tables summarizing the results of the demand analyses and integrate the tables within the chapter text.
- 3.6 Prepare Chapter 3 – Facility Documentation and Analysis – Prepare a limited desktop evaluation of the existing system components and prepare a list of proposed improvements. Briefly describe each improvement and purpose/benefit of the improvements. Prepare planning-level approximate cost estimates for each improvement based on current industry prices. Coordinate with City staff to prioritize and schedule the improvements. Provide tables documenting the development of the 20-year CIP and integrate them within the chapter text. Prepare color figures of the proposed water system improvements and proposed improvements hydraulic profile.
- 3.7 Prepare Chapter 4 – Policies and Agreements – Review the City's standards pertaining to the reclaimed water system policies and criteria. Recommend additional or revised policies so that future City facilities can meet minimum and acceptable design criteria and standards. Summarize the City's current policies and agreements in the chapter text.
- 3.8 Coordinate Financial Analysis Chapter – Coordinate with the City's financial consultant during the project and attend one (1) phone conference to provide information in support of the financial analysis chapter to be prepared by the City's financial consultant. *It is assumed the City will contract directly with a financial consultant for these services.* Review the financial analysis chapter produced by the City's financial consultant, format the document for consistency with other chapters, and incorporate the financial chapter into the Plan.
- 3.9 Prepare Class A O&M Procedures Appendix – Prepare Class A transmission, reservoir, and distribution system O&M procedures to comply with NPDES Permit No. WA0022403 R6.C. requirements and include as an appendix to the Plan.
- 3.10 Prepare Cross-Connection Control Plan Appendix – Review the City's existing cross-connection control ordinance and programs. Incorporate elements necessary for consistency and prepare a cross-connection control plan to comply with NPDES Permit No. WA0022403 R4.C. requirements and WAC 173-219-310, and include as an appendix to the Plan.
- 3.11 Prepare Draft Plan and Appendices – Prepare a draft of the Plan and miscellaneous appendices for the City's review and comment, as follows:
 - Prepare an Executive Summary, including a summary of key elements of the Plan.

- Prepare miscellaneous appendices to include in the Plan, including copies of the City's current NPDES Permit and any reclaimed water system agreements.
- Prepare a cover format that includes the Plan's name and revision date.
- Meet with City staff to present the draft Plan.
- Revise the Plan per City review comments.
- Create an electronic PDF version of the Plan with Professional Engineer stamps and signatures.
- Submit the draft Plan to Ecology and DOH for review and comment.

Assumptions:

- *At the completion of this Task, the Plan will be in final format, ready for review by the regulatory agencies. Once submitted, Ecology and DOH have at least ninety (90) days to review the Plan. The number of comments, meetings, and amount of required modifications from review by the regulatory agencies are difficult to predict. Therefore, RH2 will prepare a separate Scope of Work and Fee Estimate to address review comments, review meetings, and final Plan modifications upon receipt of all review comments from Ecology and DOH.*
- *No date is warranted or implied for agency responses or Plan approval.*

Provided by City:

- 2015 Reclaimed Water Reuse Plan.
- Attendance at virtual project kick-off meeting and draft Plan review meeting.
- Required information from data list.

RH2 Deliverables:

- Attendance at virtual project kick-off meeting and draft Plan review meeting with City. Meeting minutes via email to participants.
- List of required data and mapping.
- Draft Plan for submittal to City, Ecology, and DOH.

Task 4 – Loan and Grant Application Assistance

Objective: Complete a Clean Water State Revolving Fund (SRF) application for submittal to Ecology to assist with procuring project funding.

Approach:

- 4.1 Prepare SRF Application – Prepare SRF application for the design, permitting, bidding, construction, and construction contract administration of the Reclaimed Water Distribution System project using the opinion of probable construction cost (OPCC) and project definitions prepared in Task 5.

Assumptions:

- *No date is warranted or implied for agency response or approval of the loan application.*

Provided by City:

- Assistance with various sections of the application that request information only the City can provide.
- Review and sign the loan application.

RH2 Deliverables:

- SRF loan application submitted online.

Task 5 – Preliminary Design

Objective: Acquire survey data for the project site, perform a limited geotechnical investigation, and perform hydraulic analyses. Prepare preliminary reservoir construction plans and OPCC for review by the City.

Approach:

- 5.1 Coordinate and Obtain Topographic Survey – Coordinate with Surveying and Mapping Companies, LLC, (SAM) to acquire up to date survey data of the project site for design purposes. Attend one (1) site visit to evaluate the utility locates and survey limits with the City. Review and revise the survey data for the reservoir design.
- 5.2 Perform Geotechnical Investigations – Review available geologic, groundwater, and geotechnical information for the reservoir site. Perform a limited geotechnical investigation, including test pits, to confirm the subgrade conditions at the proposed reservoir location and to establish geotechnical and structural design criteria. *It is assumed two (2) test pits will be excavated. The City will provide the operator and backhoe needed for the test pit excavations.* Prepare a geotechnical memorandum for the reservoir site based on the results of the investigation. Describe subgrade conditions, bearing capacities and earth pressures, and groundwater conditions, including shoring and dewatering requirements. Prepare recommendations for subgrade preparation and backfilling for the reservoir excavation and include other pertinent information required for the design and construction of the proposed reservoir.
- 5.3 Perform Hydraulic Analyses – Perform hydraulic analyses using the existing model RH2 has developed in Task 3.2 to provide recommendations for the reservoir overflow height and operational strategies with the existing irrigation pump station, including the City's supervisory control and data acquisition (SCADA) system, altitude valves, pressure reducing valves, and reservoir fill and draw setpoints. An analysis of the existing capacity and adequacy of the IPS pumps will not be performed.
- 5.4 Prepare Design Criteria Checklist and Attend Kick-Off Meeting – Summarize criteria, standards, guidance, and/or codes governing the design. Develop a checklist for presenting design choices

to the City. Maintain the checklist during design and submit to the City when revisions are made. Establish structural design criteria using geology and location to identify seismic design parameters per United States Geological Survey data and to design snow and wind loads, soil loads, live loads, unbalanced load criteria, and load combinations. Attend one (1) design kick-off meeting to present criteria and checklist to the City. Prepare kick-off meeting agenda and minutes.

5.5 Prepare 30-Percent Design Plans and OPCC – Prepare 30-percent design plans and OPCC for the reservoir as follows:

- Prepare cover sheet, existing site plan, and erosion and sedimentation control (ESC) plan.
- Prepare preliminary construction and finished grading plans and details.
- Prepare preliminary site, water utility, and sewer utility plans and details. Profile views will be generated to check for conflicts with known utilities. Establish planting zones and areas with special planting considerations, such as screening.
- Prepare preliminary stormwater collection system design plans.
- Prepare preliminary reservoir plan and elevation views to illustrate the reservoir shape, size, elevations, geometry, and to show the location of the proposed reservoir and its appurtenances.
- Prepare preliminary mechanical plans detailing reservoir piping, mechanical components, and potential mixing system.
- Prepare preliminary design of the main reservoir structural elements. Determine the general configuration of the tank walls and floor, foundation, roof shape, and support system. Prepare schematic structural drawings of the tank structure, including reservoir elevations, foundation and floor plans, and roof plan. Develop schematic structural details of the tank structure to convey the City's preferences, including accessory/appurtenance preferences.
- Prepare preliminary design of the electrical/control components. Identify electrical, control, monitoring, and security features and appurtenances for the proposed reservoir for review and discussion with the City. Provide a list of features and appurtenances that would be typical for reservoirs.
- Prepare a 30-percent OPCC.
- Perform in-house QA/QC review of the preliminary design plans.
- Prepare for and attend one (1) 30-percent review meeting with City staff. Prepare and distribute meeting agenda and minutes.

Assumptions:

- *SAM will coordinate the on-site utility locates and provide stamped topographic survey drawings and AutoCAD existing base map files for design.*

- *Reservoir overflow and site stormwater drainage will be allowed to discharge into Eagle Lake via site runoff and the existing pipeline supplying Eagle Lake. If Ecology determines that additional on-site stormwater improvements are necessary, additional effort related to those improvements will be mutually determined and agreed upon by the City and RH2.*
- *Specifications will not be provided as part of this Task. The design criteria developed during this stage will be further expanded based on City preferences established as part of this Task. Results of the geotechnical investigation are to be incorporated into the design criteria.*

Provided by City:

- Review comments on 30-percent design plans.

RH2 Deliverables:

- Survey files in AutoCAD and PDF.
- Geotechnical memorandum.
- Design criteria checklist.
- Kick-off and 30-percent design review meetings agendas and minutes.
- List of features and appurtenances that would be typical for reservoirs.
- 30-percent OPCC.
- 30-percent design plans.

Task 6 – Final Design

Objective: Prepare 60- and 90-percent plans, specifications, and OPCC for City review and comment. Prepare bid-ready plans, specifications, and construction contract documents for the proposed reservoir.

Approach:

- 6.1 Prepare Structural Calculations – Prepare structural calculations for the reservoir, including lateral analysis, roof, shell, and reservoir foundation. Provide QA/QC review of structural calculations. Make recommended updates and additions to calculations per QA/QC review comments. Prepare and format calculations, with supporting documentation, for the Commercial Building Permit application.
- 6.2 Prepare Design Documents – Prepare design plans, including plans, sections, elevations, and details, technical specifications, construction contract documents, and OPCC as follows.
 - Prepare site and utility plans to show the major utility appurtenances, such as isolation valves, manholes, catch basins, power poles, and light poles. Landscaping plans will show the layout of specific plant material with a suggested palette for the City’s permitting process review.

- Prepare downstream stormwater improvements to accommodate the reservoir overflow and site drainage water.
- Prepare sewer system improvements to accommodate tank drainage for maintenance.
- Provide a detailed design of the reservoir foundation, walls, and roof. Develop plans showing the geometry, joint geometry, seismic cables, and reinforcing steel.
- Prepare details for the configuration of the reservoir piping and mechanical components and size the piping systems for the reservoir inlet, outlet, overflow, drain, and the foundation under the drain. Plans will include equipment selection, pipe sizes and materials, thrust restraint, vault sizing, selection, and drainage. Review hydraulics and develop mechanical design criteria for supplying the existing irrigation pump station from the proposed reservoir.
- Prepare plans that show the reservoir appurtenances, including access hatches, vents, exterior and interior ladders or stairs, exterior roof access, roof platform, and safety cages, as requested or required.
- Prepare electrical design plans, including the following:
 - Develop design of electrical systems for operating appurtenances at the reservoir. Work includes designing the lighting system, sizing raceways and conductors, and preparing design details.
 - Coordinate the power supply requirements and meet with Puget Sound Energy (PSE) and the City to discuss the design criteria, review the power supply design, and present PSE with design criteria. Develop power service plan. Perform a site visit if deemed necessary to help determine location and routing of PSE equipment.
 - Prepare an electrical site plan identifying the location of the new electrical service conduit, site conduit routing, and site improvements that are required.
 - Develop security system plan, site security fencing, and technical details.
- Prepare telemetry system diagrams for the proposed telemetry system. The telemetry system diagrams will show the proposed telemetry system input and output signals and interface requirements.
- Develop design specifications using Divisions 1 through 18 of RH2's standard technical specifications tailored for this project. Develop front-end specifications and non-technical specifications using the City's standard legal documents updated to reflect the project improvements. Develop schedule of prices and measurement and payment descriptions.
- Update the OPCC.

6.3 Submit 60-Percent Design Documents to City – Submit the 60-percent design plans, specifications, and OPCC to the City. Prepare meeting agenda and attend one (1) meeting with the City to discuss the 60-percent review comments. Prepare meeting minutes.

- 6.4 Submit 90-Percent Design Documents to City – Submit the 90-percent design plans, specifications, and OPCC to the City. Prepare meeting agenda and attend one (1) meeting with the City to discuss the 90-percent review comments. Prepare meeting minutes.
- 6.5 Perform Internal QA/QC – Perform internal QA/QC review of the 90-percent design plans and specifications.
- 6.6 Prepare Bid-Ready Design Documents – Incorporate internal QA/QC and City review comments and Ecology and City Community Development Department permitting conditions into the plans and specifications. Prepare bid-ready plans and specifications and final OPCC.

Provided by City:

- One (1) set of 60-percent plans and specifications with City red-lined markups.
- One (1) set of 90-percent plans and specifications with City red-lined markups.

RH2 Deliverables:

- Structural calculations for inclusion in the Commercial Building Permit application (Task 7).
- Three (3) hard copies and one (1) PDF of half-size 60-percent design plans.
- Three (3) hard copies, one (1) PDF, and one (1) Word file of the 60-percent design specifications.
- Three (3) hard copies and one (1) PDF of the 60-percent design OPCC.
- Three (3) hard copies and one (1) PDF of half-size 90-percent design plans.
- Three (3) hard copies, one (1) PDF, and one (1) Word file of the 90-percent design specifications.
- Three (3) hard copies and one (1) PDF of the 90-percent design OPCC.
- Three (3) hard copies and one (1) PDF of half-size bid-ready plans.
- Three (3) hard copies, one (1) PDF, and one (1) Word file of the bid-ready specifications.
- Three (3) hard copies and one (1) PDF of the final OPCC.

Task 7 – Permitting

Objective: Complete environmental background reviews to facilitate preparation of local and state permit applications. Coordinate with Bonneville Power Administration (BPA) regarding the proposed improvements and possible permits required. Prepare and submit permit applications to the City's Community Development Department, Ecology, and DOH.

Approach:

- 7.1 Review Background Data – Collect and review environmental background data, including maps, City Code, and aerial imagery. Contact the City's Community Development Department to discuss the project and local permitting requirements.

- 7.2 Attend City Pre-Application Meetings – Prepare application materials for pre-application meetings with the City to discuss the project and anticipated permit approvals, application timelines, etc. Attend up to two (2) pre-application meetings, one to discuss planning-level improvements and one for project-level design and permitting. Record feedback from the City. *This subtask assumes pre-application meetings will be in person and up to two (2) RH2 staff will attend each meeting.*
- 7.3 Prepare Planning-Level SEPA – Prepare State Environmental Policy Act (SEPA) Checklist to accompany the Engineering Report and coordinate with the City for preliminary review. Finalize and coordinate with City Community Development staff to process the Checklist, issue determination, and complete public participation requirements.
- 7.4 Coordinate with BPA – Coordinate with BPA regarding the proposed improvements. Determine if BPA will require additional permits to construct the project under its overhead power lines.
- 7.5 Prepare Land Use Approval – Prepare land use (LU) approval package for City review/issuance for the selected reservoir site. LU approval is anticipated to require a Minor Modification to the Snoqualmie Ridge Mixed Use Plan. Preparation of a Conditional Use Permit (CUP) application is also conservatively included at this stage, including a narrative addressing criteria in Snoqualmie Municipal Code 17.55.030(A). Provide draft Minor Modification and/or CUP package to City staff for review and finalize based on City comments. Submit the final LU approval package to the City. Support the City during public involvement, as needed. *All site and civil design related to the proposed site improvements will be covered under the LU application.*
- 7.6 Complete SERP Requirements – Assist the City with completion of State Environmental Review Process (SERP) requirements for the project. This will include preparation of a project-level SEPA following site selection, and coordination with the City's Community Development Department staff for processing, determination, and publication/noticing. SERP will also include preparation of technical documentation and figures to satisfy the Environmental Justice (EJ), public participation/engagement, cultural resources, and federal cross cutter requirements. Assist the City in public participation components by providing SEPA noticing assistance and/or technical information and figures for the City's use in public meeting completion. *It is assumed that the City will coordinate directly with Perteet, Inc., to provide necessary documentation for completion of Section 106 National Historic Preservation Act (NHPA) Cultural Resources consultation. RH2 will utilize the Perteet-prepared documentation for the SERP submittal.* Prepare the SERP Environmental Information Document (EID) to accompany the SERP package. Submit electronic SERP package to the City and Ecology.
- 7.7 Prepare Building Permit – Prepare a Building Permit application for submittal to the City's Building Division. Submit the draft application to City staff for review and comment. Finalize and submit the Building Permit application after incorporating City comments.
- 7.8 Prepare Clearing and Grading Permit – Prepare Clearing and Grading Permit application for submittal to the City. Submit the draft application to City staff for review and comment. Finalize and submit the Clearing and Grading Permit application after incorporating City comments.

7.9 Coordinate Ecology and DOH Reviews – Attend one (1) meeting with the City, Ecology, and DOH before the construction documents are submitted to discuss expectations for documenting the proposed improvements. Submit plans and specifications for the Reclaimed Water Distribution System improvements to Ecology and DOH for review. Compose one (1) letter each responding to review comments from Ecology and DOH. Attend one (1) meeting with the City to discuss review comments and RH2's draft letter responses.

Assumptions:

- *The City will pay all permit fees directly.*
- *RH2 will submit permit packages directly to the City's Community Development Department.*
- *The City will submit the SERP package to Ecology.*
- *No date is warranted or implied for agency response or approval.*
- *The project will disturb less than one (1) acre of land and will not require a National Pollutant Discharge Elimination System Construction Stormwater General Permit from Ecology.*

Provided by City:

- Payment of permit fees.
- Review and comment on draft permitting applications.
- Lead public participation meetings, SERP coordination with Ecology, and any additional efforts related to SERP compliance.

RH2 Deliverables:

- Electronic PDFs of the pre-application meeting packages (two (2) assumed) and attendance by two (2) RH2 staff at two (2) pre-application meetings.
- Electronic PDF of planning-level SEPA Checklist.
- Electronic PDF of SERP package, including EID, project-level SEPA Checklist, EJ and public participation documentation, and cultural resources and federal cross cutter documentation.
- Electronic PDF of Land Use Approval package.
- Electronic PDF of Building Permit application.
- Electronic PDF of Clearing and Grading Permit application.
- Attendance at meeting with Ecology and DOH.
- Electronic PDF of construction plans and specifications for Ecology and DOH.
- Electronic PDF of letters responding to Ecology and DOH review comments, one (1) to each agency.

Task 8 – Services During Bidding

Objective: Assist with the bidding phase for the reservoir.

Approach:

- 8.1 Submit Bid Documents and Advertisement – Submit PDF of plans, specifications, and appendices to the Builders Exchange of Washington (BXWA) for posting on their online system. *BXWA will be utilized to maintain the planholders list.* Post a copy of the same documents on the City’s website for viewing. Submit advertisement for bids to the Daily Journal of Commerce (DJC).
- 8.2 Respond to Questions from Bidders – Respond to bidders’ technical questions during the bidding process. All questions and responses will be shared with the City for review and comment prior to sending to bidders. *RH2 will forward bidders’ procedural questions to the City for response.*
- 8.3 Prepare and Issue Addenda – Prepare up to two (2) draft addenda and submit to the City for review. Revise the addenda based on City comments and prepare final version to submit to BXWA for posting. Post a copy of each addendum on the City’s website for viewing. Revise and update the OPCC to reflect cost changes based on addenda.
- 8.4 Conduct Pre-Bid Walkthrough – Attend a pre-bid walkthrough of the project site with bidding contractors and the City.
- 8.5 Attend Bid Opening and Prepare Analysis – Attend the bid opening and prepare a bid tabulation. Review the lowest three (3) bids, with the exception of insurance documents, which are to be reviewed by the City. Check references for the lowest bidder and prepare a letter of recommendation of award to the City.

Assumptions:

- *The City will pay any fees associated with the online bidding system directly.*
- *The City will pay all project advertisement fees directly.*
- *The City will respond to bidders’ procedural questions.*
- *The City will review insurance documents in the bid package(s).*
- *The City will handle bid award and construction contract execution.*

Provided by City:

- Payments for online bidding system fee(s) and advertisement fee(s).
- Responses to bidders' procedural questions.
- Review of draft addenda.
- Review of insurance documents in bid.
- Bid award and contract execution.

RH2 Deliverables:

- Responses to bidders' technical questions.
- One (1) hard copy, one (1) PDF, and one (1) Word file for up to two (2) draft and final addenda.
- One (1) hard copy and one (1) PDF of up to two (2) updated OPCC.
- Review of non-insurance documents in bids and bid tabulation.
- One (1) hard copy, one (1) PDF, and one (1) Word file of the letter of recommendation of award.

Task 9 – Management Reserve

Objective: Provide additional services as requested by the City.

Approach:

9.1 Provide Additional Services – Provide additional services as requested and authorized by the City. Submit a scope of work and budget estimate for supplemental services requested by the City. The City shall provide written authorization to proceed with any supplemental services.

RH2 Deliverables:

- Scope of work and budget estimate for supplemental services.
- Other deliverables as requested by the City under the authorization for any supplemental services.

Project Schedule

RH2 anticipates that preliminary design can begin once a fully executed contract has been received and can be completed by March 2024, with final design of the recommended improvements beginning in Spring 2024. This schedule assumes timely feedback and responses from the City.

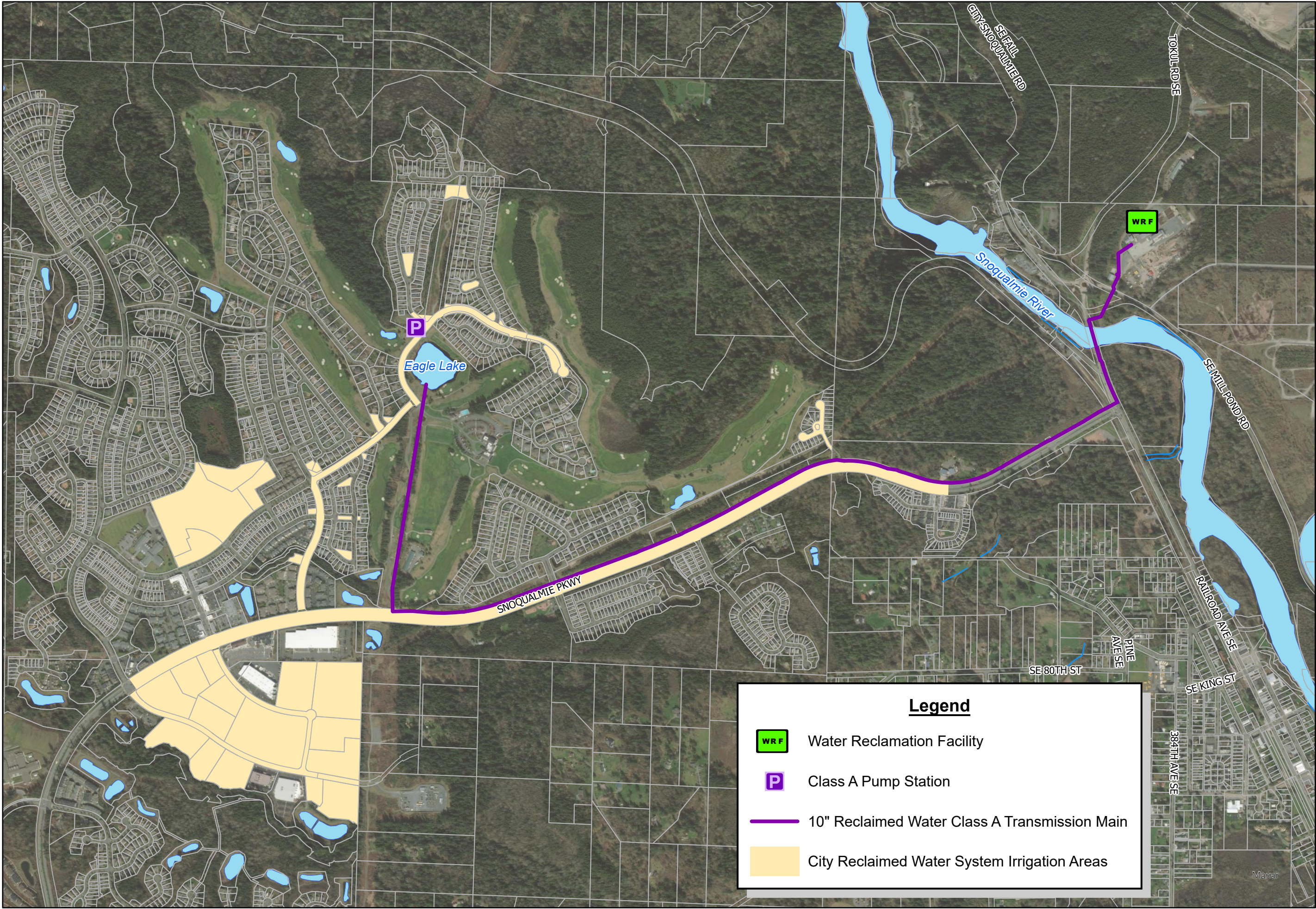
The City's financial consultant is scheduled to conduct the utility rate study from November 1, 2023 through July 1, 2024. A final schedule of reclaimed water system improvements is anticipated to be shared with the City's financial consultant by Spring 2024. The reclaimed water system plan update is expected to be complete by Summer 2024.

The City's goal is to have construction of the reclaimed water reservoir complete by June 30, 2026, to comply with the milestones listed on its NPDES Permit.


EXHIBIT B
Fee Estimate
Amendment No. 1
City of Snoqualmie
Reclaimed Water Distribution System
Design and Services During Bidding
Sep-23


Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 2	Project Management	117	\$ 27,396	\$ -	\$ 868	\$ 28,264
Task 3	Reclaimed Water System Plan Update	350	\$ 69,619	\$ -	\$ 4,567	\$ 74,186
Task 4	Loan and Grant Application Assistance	114	\$ 22,220	\$ -	\$ 569	\$ 22,789
Task 5	Preliminary Design	446	\$ 91,673	\$ 45,540	\$ 8,733	\$ 145,946
Task 6	Final Design	1220	\$ 247,024	\$ -	\$ 23,740	\$ 270,764
Task 7	Permitting	262	\$ 48,500	\$ -	\$ 2,574	\$ 51,074
Task 8	Services During Bidding	73	\$ 14,901	\$ -	\$ 798	\$ 15,699
Task 9	Management Reserve	-	\$ -	\$ -	\$ 50,000	\$ 50,000
PROJECT TOTAL		2582	\$ 521,333	\$ 45,540	\$ 91,849	\$ 658,722


EXHIBIT C RH2 ENGINEERING, INC. 2023 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$161	\$/hr
Professional II	\$178	\$/hr
Professional III	\$198	\$/hr
Professional IV	\$217	\$/hr
Professional V	\$233	\$/hr
Professional VI	\$247	\$/hr
Professional VII	\$265	\$/hr
Professional VIII	\$278	\$/hr
Professional IX	\$278	\$/hr
Technician I	\$126	\$/hr
Technician II	\$137	\$/hr
Technician III	\$154	\$/hr
Technician IV	\$169	\$/hr
Technician V	\$184	\$/hr
Technician VI	\$203	\$/hr
Technician VII	\$220	\$/hr
Technician VIII	\$231	\$/hr
Administrative I	\$84	\$/hr
Administrative II	\$98	\$/hr
Administrative III	\$117	\$/hr
Administrative IV	\$137	\$/hr
Administrative V	\$158	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	




Legend

 Water Reclamation Facility

 Class A Pump Station

 10" Reclaimed Water Class A Transmission Main

 City Reclaimed Water System Irrigation Areas


This map is a graphic representation of the City of Snoqualmie's Geographic Information System (GIS) data. It was designed and created by City staff and is not guaranteed to survey accuracy. This map is based on the best information available on the date shown on this map.

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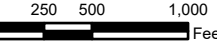
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Vicinity Map



Reclaimed Water Reuse Plan
City of Snoqualmie
Water Reclamation Facility
Phase 3 Design



1 inch : 1,000 Feet



DRAWING IS FULL SCALE WHEN BAR MEASURES 2"



J:\DATA\SNOQ_GEN\INFO\COMP PLANS\RECLAIMED WATER\RECLAIMED WATER\APRX BY: LMOJABAB PLOT DATE: OCT 5, 2022 COORDINATE SYSTEM: NAD 1983 HARN STATEPLANE WASHINGTON NORTH FIPS 4601 FEET



RECLAIMED WATER DISTRIBUTION SYSTEM ENGINEERING REPORT

Prepared for City of Snoqualmie

September 2023

SNQ 22-0187



Prepared by:
RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021
1.800.720.8052 / rh2.com

City of Snoqualmie

Reclaimed Water Distribution System

September 2023

Prepared by RH2 Engineering, Inc.

Prepared for City of Snoqualmie

Note: This Engineering Report was completed under the direct supervision of the following Licensed Professional Engineers registered in the State of Washington.

Sincerely,

RH2 ENGINEERING, INC.



Signed: 09/xx/2023

City of Snoqualmie

Reclaimed Water Distribution System

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City of Snoqualmie

Reclaimed Water Distribution System

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PRELIMINARY

City of Snoqualmie

Reclaimed Water Distribution System

Engineering Report

Introduction

This Engineering Report (Report) evaluates alternatives for the City of Snoqualmie (City) to improve its reclaimed water distribution system to meet the requirements of the Washington State Department of Ecology's (Ecology) Reclaimed Water Rule and to comply with Permit Section R8.A.1 of the City's current Reclaimed Water Permit. This Report includes the reclaimed water system alternatives analysis and the preliminary design of the preferred alternative.

Background

The City owns and operates a potable water system, a sanitary sewer system, and a reclaimed water system. The reclaimed water supply and distribution system finished construction in 1999. The City's Water Reclamation Facility (WRF) supplies Class A reclaimed water to Eagle Lake, where it is stored as irrigation supply for City-supplied customers and the Snoqualmie Ridge Golf Course (Golf Course). City customers are supplied irrigation water from the City owned Irrigation Pump Station (IPS) located near Eagle Lake. The Golf Course irrigation system is owned and operated by the Golf Course and is separate from City operations. **Figure 1** shows the reclaimed water transmission main from the WRF to Eagle Lake, as well as the City's reclaimed water system irrigation areas.

In 2021, Ecology issued the City's updated National Pollutant Discharge Elimination System (Permit) Permit (No. WA0022403), which included additional requirements for the City's reclaimed water system. These updates are based on the recently modified Reclaimed Water Rule, Chapter 173-219 Washington Administrative Code (WAC), which includes requirements that did not exist at the time the reclaimed water system was constructed. Through the NPDES Permit, Ecology is requiring the City to modify the reclaimed water distribution system to "...not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff." The purpose of this Report is to analyze alternatives and propose reclaimed water system improvements to fulfill Permit Section R8.A.1 submittal requirements. The use of reclaimed water is necessary to help meet the growing need for clean water for beneficial use. It is RH2 Engineering, Inc., (RH2) and the City's understanding that the goal of the Reclaimed Water Rule and the Permit, as it pertains to the City's Class A reclaimed water irrigation system, is to prevent degradation of reclaimed water quality from other sources.

The existing City irrigation system is a non-expanding reclaimed water system. At this time, the City has no intention to increase the service area or number of customers that receive reclaimed water.

Historical Irrigation Usage

Currently, reclaimed water is produced at the WRF, sent to Eagle Lake via the Reclaimed Water Transmission Main, and then pumped from the IPS to the City's irrigation distribution system. The municipal side of the IPS has three pumps that supply a 10-inch pipeline that connects to

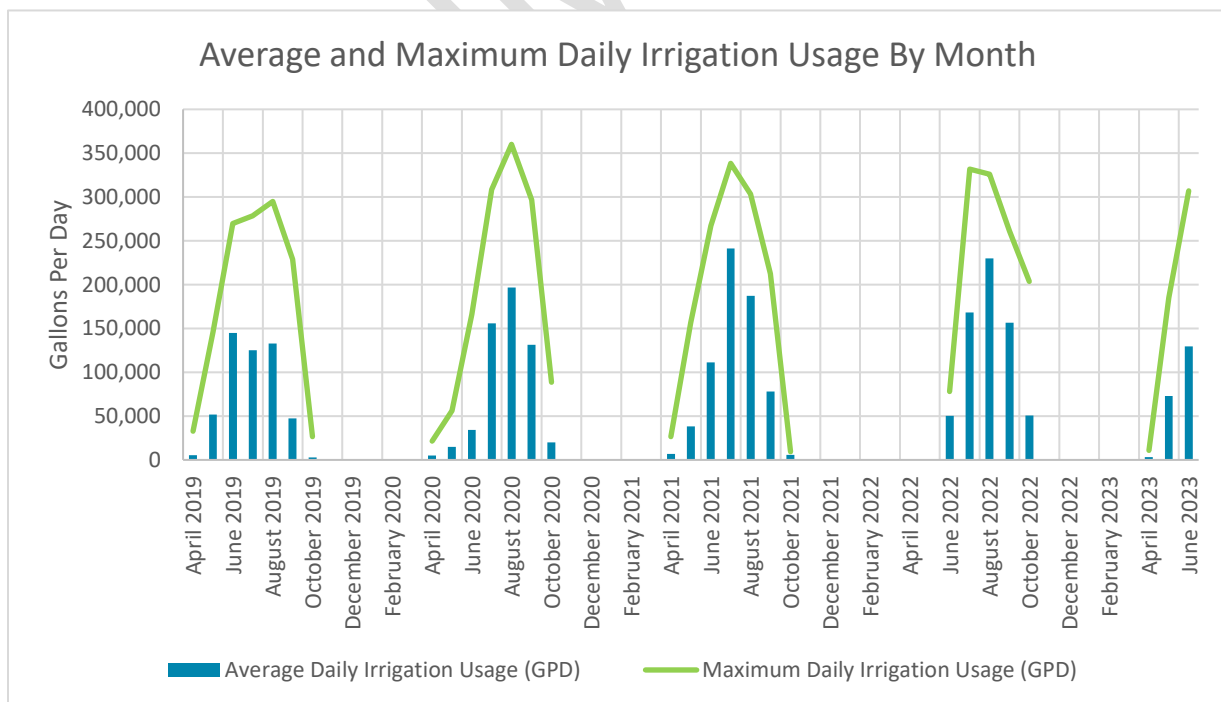
the City's irrigation distribution system. **Table 1** shows the existing pumps' capacity, total dynamic head, and horsepower.

Table 1
Existing Municipal Irrigation Pumps

Pump Quantity and Type	Pump Capacity (gpm)	Total Dynamic Head (ft)	Horsepower
(2) Vertical Turbine Pumps	500	400	75
(1) Jockey Pump	40	600	7.5

Historically, the City supplied Eagle Lake from two sources; Class A reclaimed water from the City's WRF, and water from the City's potable water system. In 2019, the City transitioned to using only reclaimed water for irrigation to help conserve potable water for beneficial use. **Figure 2** shows the average and maximum daily irrigation use for each month from April 2019 to June 2023 during irrigation season. During the 2019 through 2022 irrigation seasons, the average volume of irrigation water used for the City's irrigation system was 17.9 million gallons (MG) per year. This is not total reclaimed water supply to Eagle Lake or does it include supply to the Golf Course irrigation system.

Figure 2
Average and Maximum Daily Irrigation Usage per Month



The existing City irrigation system controller is a Rain Bird Maxicom Central Control System with meters to the various points of connection to bill customers. This Maxicom system controls irrigation of City areas overnight between the hours of 10 PM and 6 AM. **Table 2** summarizes the daily irrigation water demands.

Table 2
City Irrigation Demands Summary

Condition	Criteria	Gallons
Average Daily Demand	Average Day Production in July and August 2019-2022	180,000
Maximum Daily Demand	Maximum Day Production from 2019-2022	360,000
Maximum Daily Irrigation Pump Capacity	Eagle Lake Pump Station capacity with two 500 gallons per minute (gpm) pumps continuously running for 8 hours each night	480,000

The City contracts with Extended Range Forecasting Company, Inc., (ERF, aka Water Management Group, Inc.) to manage the irrigation system. The irrigation system piping varies throughout distribution, and there are multiple pressure regulating valves which reduce pressure to the zone of application. The jockey pump operates intermittently to maintain a pressure setpoint within the system, a minimum of 70 pounds per square inch (psi).

Alternatives Analysis

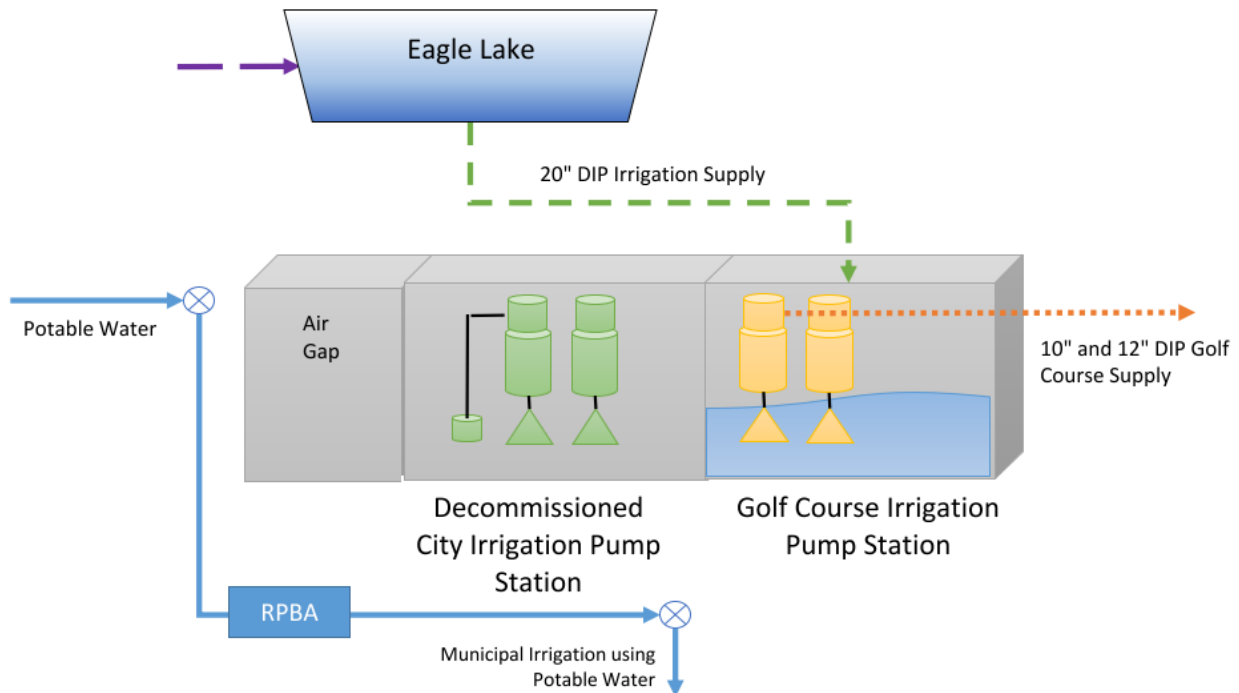
Ecology is requiring that the City's irrigation system be separated from Eagle Lake so that it does not pump water that is comingled with other potential water sources. In addition, the Reclaimed Water Rule requires that any Class A reclaimed water generator or distributor must maintain a free chlorine residual greater than 0.2 milligrams per liter (mg/L) or a total chlorine residual greater than 0.5 mg/L "...from the facility to the point of use to prevent biological growth, prevent deterioration of reclaimed water quality, and to protect public health." (WAC 173-219-370(1)). RH2 evaluated two distribution system improvement alternatives to comply with these regulations. Alternative 1 would transition the City's entire municipal irrigation supply downstream of the IPS to potable water, which inherently has a chlorine residual. Alternative 2 would construct a closed reservoir to store and separate reclaimed water generated by the WRF from the Golf Course's Eagle Lake. This alternative would either have a permanent chlorination system for disinfection or have appurtenances to implement emergency chlorination.

Alternative 1: Transition Irrigation Customers to Potable Supply

Alternative 1 would transition existing irrigation customers from reclaimed water to potable water. This can be accomplished by bypassing the IPS altogether and connecting the existing potable water supply directly to the 10-inch ductile iron pipe (DIP) municipal irrigation main. Piping associated with the municipal reclaimed IPS would be cut and capped. The existing 4-inch-diameter potable supply pipeline may need to be upsized to accommodate the new connection. A reduced pressure backflow assembly (RPBA) would be installed to prevent a cross connection to the domestic water system. The pipeline would be equipped with control valves

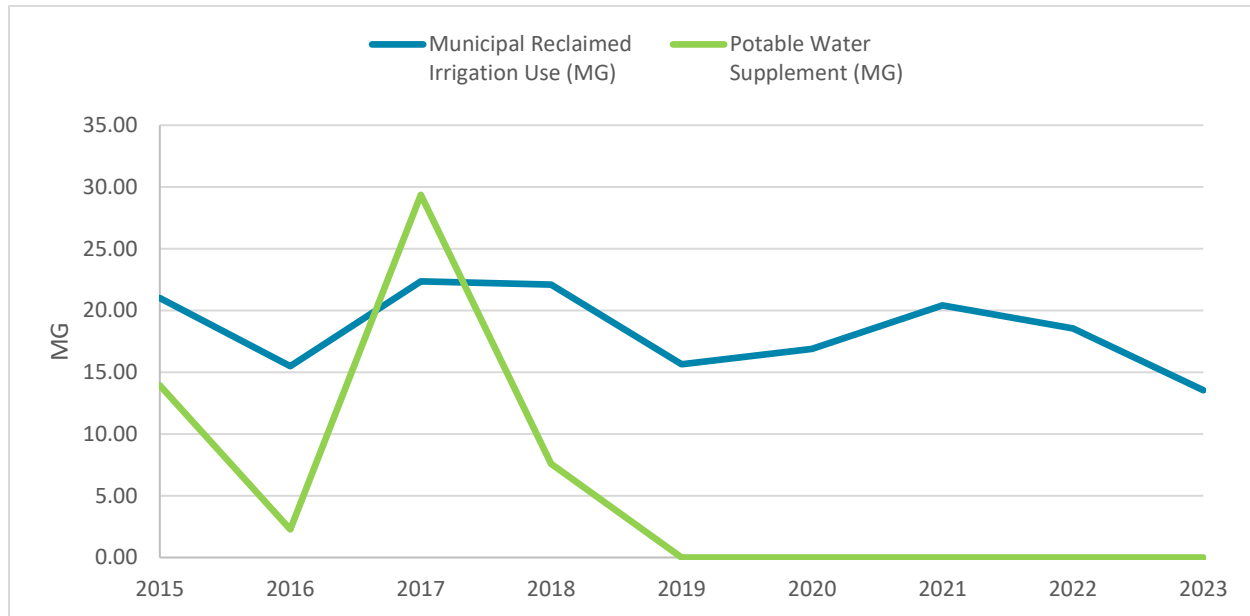
to regulate flow and a flow meter with a telemetry connection to allow the City to monitor water use. **Figure 3** shows a schematic of this alternative.

Figure 3
Alternative 1 Schematic



The City's Water Use Efficiency (WUE) Program, in accordance with the WUE Rule in the Municipal Water Supply – Efficiency Requirements Act, is helping to curtail excess potable water demands. Prior to 2019, potable water was used occasionally to supplement reclaimed water for irrigation. Since 2019, the City has not supplemented reclaimed water demands with potable water. **Figure 4** shows the historical annual municipal reclaimed water irrigation usage and potable water supplement. Converting municipal customers' irrigation supply from reclaimed water to potable water will result in higher potable water usage for irrigation. This will result in higher potable water usage for irrigation and may result in greater burden to water supply which has not been accounted for in water system planning.

Figure 4
Municipal Reclaimed Irrigation Use and Potable Water Supplement



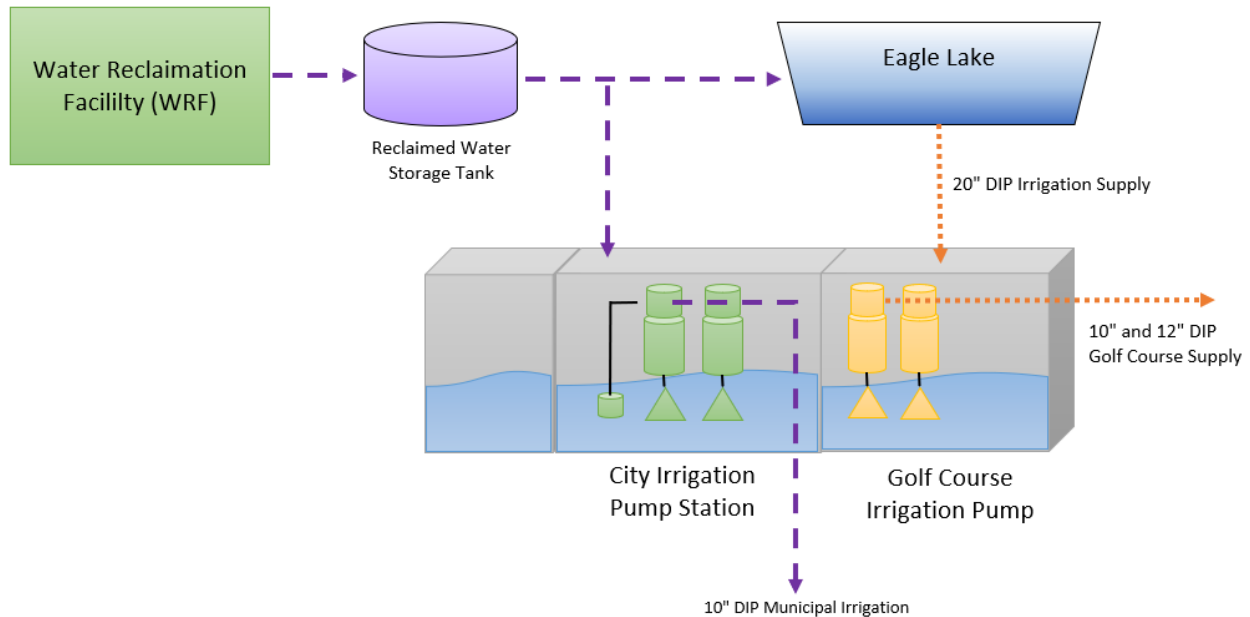
Converting the City's irrigation supply to potable water also will cause an increase in prices for City customers currently billed for reclaimed water. Per City Ordinance 1187, the rate for retail customers of the municipal irrigation system for reclaimed water is a flat rate (based on the percent of total zones a customer owns) plus a volumetric rate of \$3.21 per 100 cubic feet (ccf) in 2023. The commercial water/potable irrigation rate is a flat rate (based on the size of the customer's water meter) plus a volumetric rate of \$4.09/ccf in 2023 (assuming the usage falls within 300 to 801 ccf). Therefore, transitioning customers from reclaimed water to potable water would result in a cost increase of \$0.88/ccf in 2023.

The Water System Plan (WSP) details future water rights and source capacity limitations. Table 6-3 of the WSP shows that instantaneous water rights would be deficient by 2040 even factoring Water Use Efficiency (WUE). Table 7-2 of the WSP shows that projected water source capacity would be deficient by 2030. Due to the City's population growth, limited water rights, and customer cost impacts, potable water is not a viable long-term solution for the City to comply with the Reclaimed Water Rule.

Alternative 2: Separation of City Reclaimed Water Irrigation System

Alternative 2 consists of constructing a new reclaimed water reservoir. Reclaimed water produced at the WRF would be stored in the reservoir and then connected to the irrigation distribution system at the IPS, thereby completely separating Eagle Lake from the municipal irrigation system. This alternative would provide the City with complete control of the reclaimed water quantity and quality as it leaves the WRF. Eagle Lake would continue to be supplied with reclaimed water for use by the Golf Course. **Figure 5** shows a schematic of this alternative.

Figure 5
Alternative 2 Schematic



Alternative 2A: Reclaimed Water Reservoir with Chlorination

To maintain a chlorine residual per WAC 173-219-370, a chlorination system would inject sodium hypochlorite into the City's irrigation pump station discharge as the water is pumped to the municipal irrigation distribution system. The disinfection infrastructure would include a bulk sodium hypochlorite chemical storage and feed system, chlorine residual analyzers in the irrigation distribution system at key locations (to ensure a residual greater than 0.2 mg/L free chlorine or greater than 0.5 mg/L total chlorine), and electrical and control improvements.

The disadvantages of chlorinating reclaimed water not only include the additional capital and operational costs for the chemical feed system, but also the challenges and labor required to maintain a chlorine residual in this type of distribution system. As shown in **Figure 1**, unlike a potable water distribution system that typically loops fresh water throughout a system, the reclaimed water distribution system consists of a 10-inch-diameter transmission main to Eagle Lake and a branching network of irrigation lines from the pump station. This results in many dead-end, small diameter pipelines, each with their own extended water age issues. It would be challenging to monitor the various extents of the irrigation zones for chlorine residual. It would be even more challenging to consistently maintain a healthy chlorine residual in an intermittent system that only operates overnight and is dormant for most of the day. A fully looped irrigation system would require a complete rebuild of this distribution system.

Alternative 2B: Reclaimed Water Reservoir without Chlorination

WAC 173-219-370 allows for the distribution chlorine residual requirement to be waived or modified if the reclaimed water generator can demonstrate a benefit from reducing or eliminating the chlorine residual. The City previously requested a distribution chlorine residual waiver in a December 2015 Engineering Report under the condition that the chlorination disinfection system be maintained to either mitigate biological growth within the irrigation distribution system or provide disinfection in the event the ultraviolet (UV) disinfection system

cannot meet reclaimed water standards. In 2019, the City received formal approval from Ecology and the Washington State Department of Health (DOH) to waive the distribution chlorine residual requirement for the UV application. The City is requesting that Ecology and DOH continue to waive the distribution chlorine residual requirement for the proposed application of completely separating Eagle Lake from the municipal irrigation system by constructing a reclaimed water reservoir. The many benefits of not chlorinating the City's reclaimed water include the issues referenced previously. City operations staff would not need to operate and maintain the chlorine storage and feed equipment or monitor chlorine residual throughout the various dead-end irrigation zones overnight during the hours of irrigation.

One of the strongest reasons to not chlorinate is that the City has been operating this irrigation system for more than two decades without any recorded violations or public health concerns regarding the use of reclaimed irrigation water. The City has complete control of the irrigation system, there are no unauthorized users of the reclaimed water system, and the late-night hours of operation limit human exposure to the Class A reclaimed water. Augmenting this water with a chlorine residual would require extensive additional maintenance for City staff with minimal health benefit.

To provide disinfection flexibility, the City can keep the WRF reclaimed water pump discharge chemical injection point available if sodium hypochlorite is ever needed to sanitize the irrigation distribution system in an emergency. The City previously chlorinated Class A reclaimed water before the UV light disinfection system was implemented at the WRF.

Recommendation

Separating the City's reclaimed water allotment from Eagle Lake by installing a new closed water reservoir is the best solution to meet the updated Permit requirements. This will allow the City to have full control of the quality of reclaimed water generated by the WRF. Maintenance of a chlorine residual to comply with WAC 176-219-370 may require rebuilding the City's entire irrigation distribution system, as well as extensive operator labor to maintain and operate a chlorine storage and injection system and monitor chlorine residuals in dead-end zones overnight. The non-looped irrigation distribution system may not feasibly sustain a chlorine residual due to extensive water quality issues within dead-end pipes. The effort required for maintaining this residual has minimal benefit since the City has had no reported public health issues with humans interacting with this reclaimed irrigation water since 1999 when construction was completed. It would be challenging to estimate the costs of chlorinating reclaimed water while upgrading the reclaimed water distribution system to ensure a persistent chlorine residual. The City is formally requesting Ecology waive the requirement of maintaining a chlorine residual as outlined in WAC 173-219-370, since separation through a proposed reclaimed water reservoir will meet the intent of the NPDES Permit.

Reclaimed Water Reservoir Preliminary Design

Reservoir Sizing

The reservoir will be sized to provide at least enough storage to meet the maximum day demand of the existing system over the 8 hour irrigation period. The irrigation period is from 10 PM to 6 AM and most reclaimed water is produced during the day. **Table 3** shows the basis of design for the reservoir's volume.

Table 3
Reclaimed Water Reservoir Volume Basis of Design

Condition	Criteria	Design Usage (gal)
Average Daily Demand	Average Day Demand (During Peak Irrigation Season)	180,000
Minimum Storage Volume	1.5 x Average Day Demand (per Reclaimed Water Facilities Manual)	270,000
Maximum Daily Storage Volume	Maximum Production from 2019-2022	360,000
Conservative Maximum Daily Storage Volume	Maximum Production with a 10% Safety Factor	400,000
Maximum IPS Pumping Condition	Eagle Lake Pump Station capacity with two 500 gpm pumps continuously running for 8 hours each night	480,000

The proposed reservoir should be sized to store approximately 400,000 gallons to provide some conservatism for the maximum daily volume. The exact size will be determined in a future phase of this project.

Reservoir Location

The proposed reclaimed water reservoir will be constructed along the reclaimed water transmission main that currently runs from the WRF to Eagle Lake. Reclaimed water will flow from the reservoir to the IPS and bypass Eagle Lake. A new control structure and clearwell also will need to be installed at the IPS. **Figure 6** provides six possible sites for the proposed reservoir. Sites 1 and 2 are preferable as they are out of the neighborhood's public view; however, they are both within Bonneville Power Administration's (BPA) easement and would require additional coordination and permitting prior to construction. If the BPA permitting timeline would prevent the tank from being constructed and operational by June 30, 2026, then Site 3 or 4 should be selected. Site 3 is within view of the Golf Course and many homeowners; therefore, it would require additional coordination with these stakeholders. Site 4 is at the WRF. This site would simplify operations and maintenance; however, due to hydraulic constraints, a reservoir at the WRF would have to be very shallow and would be significantly more expensive than the other sites. Site 5 would require constructing an additional clarifier at the WRF and utilizing it as a reclaimed water reservoir until City growth requires it to function as a clarifier to increase WRF treatment capacity. This option was eliminated as it is significantly more expensive than sites 1-3 and once a third clarifier is needed at the WRF, another reclaimed water reservoir also would be necessary. Site 6 is next to the IPS. This site was

eliminated due to the large number of existing utilities in the area. **Planning-Level Capital Costs** for all six sites are presented later in this Report.

Reservoir Access

The site will be developed to allow for large vehicles to drive to the infrastructure for any future work. The reservoir will be buried or partially buried depending on the selected location. There will be a single roof access hatch that will be a minimum of 30 inches in diameter for interior access and transport of any maintenance equipment inside the reservoir. The interior access ladder will be stainless steel and equipped with a safety climb system. The reservoir will be designed to prevent any stormwater intrusion to maintain the water quality of the reclaimed water.

Reservoir Mechanical

A control structure or mechanical piping system will be designed in a future phase of this project to split reclaimed water flows to the reservoir and to Eagle Lake. Due to the volume differences between the reservoir and Eagle Lake, the intent of the control structure would be to prioritize filling the reservoir first. The reservoir inlet pipe will be ductile iron outside of the reservoir, stainless steel under and through the reservoir foundation, and coated steel within the reservoir. The inlet pipe sizing and location will be determined during future phases of the project.

The separate outlet pipe also will be coated steel pipe inside the reservoir, stainless steel piping through the reservoir, and ductile iron piping outside the reservoir. There also will be new ductile iron piping from the reservoir outlet to the City's municipal irrigation pump station clearwell. The outlet pipe sizing will be determined during future phases of the project.

The reservoir control structure would direct any reservoir overflow water to Eagle Lake. This will be designed during future phases of the project. Reservoir drainage will also be determined during the design phase of the project and will account for the partially buried or completely buried structure, likely through piping or an accessory structure.

All pipes entering or leaving the reservoir will have expansion joints to allow for differential settling without putting strain on the pipes.

The reservoir will have one roof vent to move air during normal operation and provide vacuum protection for a major drawdown event. The vent system will be confirmed during the design phase of the project.

Reservoir Electrical, Telemetry, and Lighting

The reservoir instrumentation will communicate with the City's Supervisory Control and Data Acquisition (SCADA) system through fiber optic lines. The location of the existing wiring that can be extended to the site will be evaluated during future phases of the project.

The SCADA system at the reservoir site will monitor reservoir levels, notify staff of access hatch intrusion, and notify the City if there is an overflow event. Updates to the telemetry system at

the IPS will allow City operators to monitor and control water levels in Eagle Lake and the bypass control structure.

The reservoir will have site lighting to help facilitate City staff to access the reservoir anytime throughout the day. Additional security measures will be determined during future phases of the project.

Operations and Maintenance Considerations

City WRF staff would operate and maintain the proposed reservoir and control structure, but the required labor is expected to be minimal due to the passive nature of these distribution system improvements.

If irrigation water is required in early spring before the WRF starts producing Class A reclaimed water regularly, then the irrigation system should be configured to be supplemented with potable water through an air gap or an approved backflow prevention device for potable cross-connection control.

The City can plan on shock chlorinating the transmission main, reservoir, and pipeline routinely as a maintenance procedure to ensure sanitary conditions at the start of each irrigation season. The emergency chlorination injection point can be activated for this activity. At the end of each irrigation season, the irrigation distribution system can be flushed and drained as much as possible.

Once construction of the reclaimed water reservoir is complete, the City will update its *Reclaimed Water Operations and Maintenance Manual* per the NPDES Permit requirements. This will include shock chlorination and flushing protocols for the reclaimed water distribution system, updates to the sign maintenance program, and cross-connection control maintenance activities, such as proper backflow prevention assembly testing protocols.

Planning-Level Capital Costs

This section summarizes the capital costs of the reclaimed water storage tank alternatives presented in **Figure 6**. **Table 4** presents an opinion of probable construction and overall project costs for a proposed reservoir on Sites 1 through 3, as these three sites have similar capital costs related to being undeveloped with minimal existing infrastructure and utilities. **Table 5** presents an opinion of probable cost for Site 4, which is significantly higher than Sites 1, 2, and 3 due to the shallow and wide geometry of the proposed tank to make the WRF location feasible. **Table 6** presents an opinion of probable cost for Site 5, which constructs a new clarifier to function as a reclaimed water reservoir. **Table 7** presents an opinion of probable cost for Site 6, which locates the proposed reservoir directly adjacent to the IPS. Costs and contingencies will be further refined during future phases of the project.

Table 4
Engineer's Opinion of Probable Capital Cost for Sites 1 through 3 (Greenfield Sites)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$265,000
Site Work	LS	\$275,000
Structural	LS	\$2,239,000
Utility	LS	\$100,000
Electrical, Telemetry, and Automatic Control	LS	\$100,000
Construction Cost Subtotal		\$2,979,000
Construction Contingency (30%)		\$894,000
Sales Tax (8.9%)		\$265,200
Total Estimated Construction Cost		\$4,139,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,449,000
City Project Administration		\$621,000
Total Project Cost		\$6,300,000

Table 5
Engineer's Opinion of Probable Capital Cost for Site 4 (at WRF)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$323,000
Site Work	LS	\$300,000
Structural	LS	\$2,688,000
Utility	LS	\$90,000
Electrical, Telemetry, and Automatic Control	LS	\$150,000
Construction Cost Subtotal		\$3,551,000
Construction Contingency (30%)		\$1,066,000
Sales Tax (8.9%)		\$316,000
Total Estimated Construction Cost		\$4,933,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,727,000
City Project Administration		\$740,000
Total Project Cost		\$7,400,000

Table 6
Engineer's Opinion of Probable Capital Cost for Site 5 (WRF Clarifier)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$302,000
Site Work	LS	\$450,000
Structural	LS	\$1,715,000
Utility	LS	\$450,000
Electrical, Telemetry, and Automatic Control	LS	\$400,000
Construction Cost Subtotal		\$3,317,000
Construction Contingency (30%)		\$996,000
Sales Tax (8.9%)		\$296,000
Total Estimated Construction Cost		\$4,610,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,614,000
City Project Administration		\$692,000
Total Project Cost		\$7,000,000

Table 7
Engineer's Opinion of Probable Capital Cost for Site 6 (at IPS)

Item	Unit	Total Cost
Mobilization, Demobilization, Site Prep, and Cleanup (10%)	LS	\$316,000
Site Work	LS	\$400,000
Structural	LS	\$1,910,000
Utility	LS	\$750,000
Electrical, Telemetry, and Automatic Control	LS	\$100,000
Construction Cost Subtotal		\$3,476,000
Construction Contingency (30%)		\$1,041,000
Sales Tax (8.9%)		\$309,000
Total Estimated Construction Cost		\$4,826,000
Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services		\$1,687,000
City Project Administration		\$723,000
Total Project Cost		\$7,300,000

Sites 1, 2, and 3 are the lowest cost options for the proposed reclaimed water reservoir and are to be further explored during future phases of this project. Locating the reservoir at the WRF (Site 4) was eliminated since it is more expensive and would reduce the amount of expandable area at the WRF. While developing a third WRF clarifier (Site 5) would be more expensive than Sites 1 through 3, it has the benefit of being converted into a future clarifier when needed.

However, this option postpones a true reclaimed water storage solution for the future and has been eliminated. Building the reservoir directly at the IPS (Site 6) would require a massive reconstruction of below-grade utilities; this option has been eliminated due to the additional cost and unknown risks.

Conclusions and Next Steps

The recommended alternative to comply with the Reclaimed Water Rule is for the City to store reclaimed water in a proposed reservoir, separating this supply. The proposed reservoir should be located in an open area near the Golf Course away from existing infrastructure and utilities (proposed Sites 1, 2, and 3). The irrigation system is a non-expanding system with no proposed new reclaimed water users in the near future. The existing infrastructure was operated and maintained for more than two decades with no public health concerns since the City irrigates overnight to minimize human exposure. Implementing a chlorination system to provide a chlorine residual would incur extensive costs and labor for minimal benefit.

The predesign and site selection will be finalized in 2023. A preliminary environmental review and planning-level State Environmental Policy Act (SEPA) Checklist will be prepared in 2023 and will be amended to a project-level SEPA in a future phase of this project after site selection. Design of the recommended improvements is anticipated to begin in 2024, with the goal to have construction complete by June 30, 2026, to comply with the milestones listed on the Permit. The preliminary design-level cost estimate for this project is between \$6,000,000 to \$7,000,000, depending on the selected tank location.

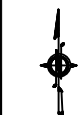
Figures





FIGURE 6: POTENTIAL RESERVOIR LOCATIONS

RECLAIMED WATER DISTRIBUTION SYSTEM ENGINEERING REPORT



SCALE: NTS
0' 1/2" 1"
DRAWING IS FULL SCALE
BAR MEASURES 1"



SEWER CAPITAL PROJECT OR PROGRAM

EAGLE LAKE WATER RECLAMATION BASIN IMPROVEMENT PROJECT

CIP Project ID: TBD
 Department: Sewer
 Project Status: Pre-Design
 Project Location: Eagle Lake
 Project Contact: Jeff Hamlin

Previously Spent: \$0
 Current Project Budget: \$3,332,000
 Original Budget at CIP Inception: \$0
 Years Project in CIP: 0
 Contact Email: jhamlin@snoqualmiewa.gov

Project Description:

This project will address Department of Ecology regulatory changes for managing reclaimed water. A planning effort will be coordinated with Department of Ecology to determine a reasonable solution, followed by design and construction of a facility to store or treat the irrigation water prior to use.

Photo or Map:



Community Impact:

Because of the unique characteristics of Snoqualmie's Reclaimed Water System, the Department of Ecology's recently adopted "Reclaimed Water Rule" is difficult to apply. Reasonable solutions may include a reclaimed water reservoir near Eagle Lake or a chlorination system for irrigation water used in public spaces.

Operating Impact:

This project is not expected to impact the operating budget.

Budget:

Project Activities	% of Budg.	Total Activity Budget	Previously Spent	2023	2024	2025	2026	2027	2028	2029 or Beyond
Analysis	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	9%	\$ 307,083	\$ -	\$ 101,449	\$ 205,634	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	61%	\$ 2,034,151	\$ -	\$ -	\$ -	\$ 1,240,161	\$ 793,989	\$ -	\$ -	\$ -
Const. Manage	9%	\$ 305,123	\$ -	\$ -	\$ -	\$ 186,024	\$ 119,098	\$ -	\$ -	\$ -
Contingency	12%	\$ 406,830	\$ -	\$ -	\$ -	\$ 248,032	\$ 158,798	\$ -	\$ -	\$ -
Art	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor	5%	\$ 177,106	\$ -	\$ 4,551	\$ 9,366	\$ 91,774	\$ 71,415	\$ -	\$ -	\$ -
Other	3%	\$ 101,708	\$ -	\$ -	\$ -	\$ 62,008	\$ 39,699	\$ -	\$ -	\$ -
TOTAL	100%	\$ 3,332,000	\$ -	\$ 106,000	\$ 215,000	\$ 1,828,000	\$ 1,183,000	\$ -	\$ -	\$ -
Operating		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL PROJECT BUDGET: \$3,332,000

TOTAL OPERATING BUDGET: \$0

Anticipated Funding Mix:

Source	Total Sources	Previously Allocated	2023	2024	2025	2026	2027	2028
Utility Fees ("Rates")	\$ 3,332,000	\$ -	\$ 106,000	\$ 215,000	\$ 1,828,000	\$ 1,183,000	\$ -	\$ -
TOTAL	\$ 3,332,000	\$ -	\$ 106,000	\$ 215,000	\$ 1,828,000	\$ 1,183,000	\$ -	\$ -

Fiscal

TOTAL FUNDING SOURCES: \$3,332,000

Notes:

FUTURE FUNDING REQUIREMENTS: \$0



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-112
October 9, 2023
Committee Report

Item 12.

AGENDA BILL INFORMATION

TITLE:	AB23-112: Meadowbrook Farm Governance ILA	<input type="checkbox"/> Discussion Only
PROPOSED ACTION:	Adopt Resolution No. 1669 approving a new Inter-Local Agreement Between the Cities of Snoqualmie and North Bend for the Governance of Meadowbrook Farm and authorize the Mayor to sign.	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

REVIEW:	Department Director	Emily Arteche	10/3/2023
	Finance	n/a	Click or tap to enter a date.
	Legal	David Linehan	9/13/2023
	City Administrator	Mike Chambless	9/13/2023

DEPARTMENT:	Community Development		
	STAFF: Emily Arteche		
	COMMITTEE: Finance & Administration		COMMITTEE DATE: October 3, 2023
	EXHIBITS: 1. Resolution No. 1669 2. Interlocal Agreement 3. Exhibits		

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

SUMMARY

INTRODUCTION

The purpose of Interlocal Agreement is to set forth the terms and conditions under which Meadowbrook Farm will be governed and managed by the Cities of Snoqualmie and North Bend in order to preserve the Farm as public open space consistent with all applicable restrictions set forth in deeds; Ch. 84.34 RCW; ordinances, regulations and requirements of the Conservation Futures Tax grant; and the Washington State RCO Program Manuals, and to do so consistently with the Meadowbrook Farm Master Plan as previously approved by the two cities.

LEGISLATIVE HISTORY

Resolution 1227 approving a Meadowbrook Farm Master Plan, as updated in 2013.

BACKGROUND

The Cities of North Bend and Snoqualmie purchased Meadowbrook Farm property in 1994 in part with King County Conservation Futures Tax (“CFT”) grant funding, grant funding from the Washington State Recreation and Conservation Office (“RCO”), and funding from other sources. As conditions of CFT and RCO grant funding, the Cities agreed to certain restrictions on the use of the property as open space land for passive recreational uses, among other restrictions. The 1998 Meadowbrook Farm Interlocal Agreement (ILA) between the two cities and the Meadowbrook Farm Preservation Association (which was established to support the administration and management of property) recently expired on May 4, 2023. A new ILA is needed to provide for the governance and management of Meadowbrook Farm consistent with the 2013 Master Plan and applicable state and county rules and regulations.

ANALYSIS

The new ILA provides for the governance of the property by establishing a Meadowbrook Farm Governing Body comprised of the Mayor of the City of North Bend and the Mayor of the City of Snoqualmie. It also establishes the respective responsibilities of the cities, acting through their respective Governing Bodies. It also creates an Advisory Body comprised of one North Bend staff representative, one Snoqualmie staff representative, one Meadowbrook Farm Preservation Association (MFPA) representative, one representative of any entity contracted to perform day-to-day Farm maintenance and operations (anticipated to be Si View Metropolitan Park District (SVMPD)), one Snoqualmie Valley Historical Society representative; one Snoqualmie Valley School District representative, one King County representative, one Mountains to Sound Greenway Trust representative, one Snoqualmie Tribe representative, and one Elk Management Group representative. The operations and management of the Farm including the approval of a budget would be conducted through a separate agreement with SVMPD.

The agreement stipulates the length of the ILA will last through May 3, 2033, and require further action on a yearly basis thereafter. The agreement may be terminated with 90 days written notice by either city. Although no budget is proposed the agreement states that it is generally intended that each Member shall be responsible for obtaining annual budgetary approval from that Member’s jurisdiction for one-half (1/2) of the approved annual budgeted expenses unless the Governing Body recommends otherwise.

The agreement includes terms for use restrictions established by King County Conservations Futures Tax Levy grant in an Interlocal Cooperation Agreement executed in 1993, which obligates the Cities to maintain the Property consistent with CFT use restrictions.

BUDGET IMPACTS

N/A

NEXT STEPS

Recommend adoption at the October 9, 2023 City Council meeting.

PROPOSED ACTION

Move to Adopt Resolution No. 1669 approving the Interlocal Agreement between Snoqualmie and North Bend for the Governance and Management of Meadowbrook Farm and authorizing the Mayor to sign.

RESOLUTION NO. 1669**A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SNOQUALMIE AND NORTH BEND FOR THE GOVERNANCE AND MANAGEMENT OF MEADOWBROOK FARM.**

WHEREAS, the City of Snoqualmie is a noncharter code City operating under Title 35A of the Revised Code of Washington; and

WHEREAS, under RCW 35A.11.020 the Snoqualmie City Council has been granted “all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law”; and

WHEREAS, “by way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition . . . [of] real property of all kinds,” and to provide “local social, cultural, [or] recreational” services; and

WHEREAS, the City of Snoqualmie and the City of North Bend are joint owners of real property commonly known as Meadowbrook Farm; and

WHEREAS, under Chapter 39.24 RCW, Washington public agencies are authorized to contract with other public agencies via interlocal agreements that enable cooperation among the agencies to perform governmental activities and deliver public services; and

WHEREAS, the City of Snoqualmie and the City of North Bend desire to enter into an Interlocal Agreement to provide for the joint governance and management of Meadowbrook Farm, as more particularly described in the Agreement attached hereto as Exhibit 1;

NOW, THEREFORE, the City Council of the City of Snoqualmie, Washington, does hereby resolve to **approve** the Interlocal Agreement Between the Cities of Snoqualmie and North Bend for the Governance and Management of Meadowbrook Farm, substantially in the form attached hereto as Exhibit 1, and hereby **authorizes** the Mayor to sign the same.

PASSED by the City Council of the City of Snoqualmie, Washington, this 9th day of October 2023.

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk

Approved as to form:

David Linehan, Interim City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH BEND AND THE CITY OF SNOQUALMIE REGARDING THE OPERATION AND MAINTENANCE OF MEADOWBROOK FARM

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this ____ date of _____, 2023, by and between the City of North Bend, a Washington municipal corporation, and the City of Snoqualmie, a Washington municipal corporation (together “the Parties” or “the Cities”).

RECITALS

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

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

C. In 1996, the Cities entered into an Interlocal Cooperation Agreement (“1996 ILA”) requiring the Cities to manage the Farm jointly until such time as both Cities approve of the form of organization tasked with the management and operation of the Farm, and further providing that the Cities enter into a contract with the organization to manage the daily operation of the Farm.

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

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

F. In 1999, the Meadowbrook Farm Master Plan (“Plan”) was adopted by the City of North Bend in Resolution 1639 and the City of Snoqualmie in Resolution 1227, and the Plan was updated in 2013. The Plan serves as the guiding document for the long-term preservation, maintenance, and management of the Farm.

G. The Parties wish to enter into this ILA to provide for an updated governing, management and educational plan, to ensure that the preservation, maintenance, and management of the Farm remains consistent with legal restrictions on the use of the Farm, and to coordinate the Parties’ respective long-range visions and shared objectives for the Farm; and to provide for day-to-day operation and management of the Farm.

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

1. PURPOSE AND SCOPE

The purpose of this Agreement is to set forth the terms and conditions under which the Farm will be operated and maintained in order to preserve the Farm as public open space consistent with all applicable restrictions set forth in deeds; Ch. 84.34 RCW; ordinances, regulations and requirements of the CFT grant; and the RCO Program Manuals. The Plan, as presently constituted or hereinafter amended, shall serve as the primary guiding document to inform the preservation, use, maintenance, operations, and capital investment programs for the Farm.

2. FARM OWNERSHIP

The Cities are fee simple owners of the Farm as tenants-in-common. A property description of the Farm, including a map and the parcel numbers, is attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein.

3. EXHIBITS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by this reference as if fully set forth herein:

- A. Description of the Property (Exhibit A);
- B. King County Conservation Futures Program Manual;
- C. Interagency Committee for Outdoor Recreation ("IAC") Deed of Right to Use Land for Public Recreation Purposes – IAC Project #96-196A – November 12, 1996;
- D. Warranty Deed recorded with the King County under recording number 9312020903;
- E. Warranty Deed recorded with the King County under recording number 9401313166;
- F. Warranty Deed recorded with the King County under recording number 9612311332; and
- G. 2013 Meadowbrook Farm Master Plan and future amendments thereto.

4. USE RESTRICTIONS

The following restrictions on the Farm are permanent and any amendments or revisions thereto must comply with the Conversion processes available through the funding agencies, which the Parties agree not to seek unless mutually agreed upon in the interest of and in consistency with the goals and objectives of the Plan:

- 4.1 Conservation Futures Use Restrictions. The Farm is the subject of a CFT grant secured in 1993 for the acquisition of the Farm. An Interlocal Cooperation Agreement executed in 1993 by King County and the Cities, effective in perpetuity, obligates the Cities to maintain the Property consistent with CFT use restrictions.

- 4.1.1 CFT use restrictions are set forth in the Conservation Futures Program Manual (“Manual”) attached hereto as Exhibit B. Under the Manual, owners must maintain the Property in perpetuity as open space consistent with the definition of “open space” in RCW 80.34.020(1) which restricts use to low impact, passive-use recreation; and non-motorized use where no more than 15% of the total surface area of the Property may be impervious surfaces (excluding trails). Appropriate low impact passive recreation uses include hiking; walking; horseback riding; mountain biking on dispersed trails; fishing; gardening or farming; free play on grass (e.g., kicking a ball or tossing a frisbee); picnicking; nature viewing; and such other uses that do not require significant built infrastructure or programming which may be compatible.
- 4.1.2 Specific examples of incompatible uses and infrastructure set forth in the Manual include but are not necessarily limited to recreational uses that require extensive/intensive infrastructure, development, and/or programming; ballfields; golf courses; disc golf courses; campgrounds; fenced off-leash dog parks; a mountain biking park with a high density of trails and/or constructed course features; a dedicated equestrian training area with constructed course features; and regularly scheduled, organized events that could damage the Property’s resources.

4.2 Recreation and Conservation Office (formerly IAC) Use Restrictions.

- 4.2.1 The Cities are prohibited from any use of the Farm that is inconsistent with the RCO Project Agreement (WWRP Project No. 96-196A) attached hereto as Exhibit C. Any use not consistent with Exhibit C will result in a “Conversion” of the Farm or portions thereof and will require the Cities to ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent usefulness and location for the public recreation purposes for which RCO assistance was originally granted will be substituted in the manner provided for in chapter 79A.25 RCW.
- 4.2.2 The following activities are prohibited Conversions: property interests conveyed for non-public outdoor recreation or habitat conservation uses; non-outdoor recreation or habitat conservation uses (public or private) that are made of the Property without approval of the RCO; development of non-eligible indoor recreation facilities within the Property without prior approval of the RCO; termination of public use; major changes to the scope of use of the Property without RCO approval.

4.3 No Exclusion of the Public and No Private Sub-lease of the Farm or Portions Thereof. All uses of the Farm shall be consistent with maintaining public open space and public access consistent with Use Restrictions described in this Section. No uses of the Farm shall be allowed that would exclude or limit reasonable public

access (excepted in limited areas as may be appropriate for designated fish and wildlife habitat conservation areas and/or temporary habitat restoration measures) or which would constitute private sub-leases of the Property.

5. DURATION AND MODIFICATION

- 5.1 Duration. This Agreement shall be effective on the later of May 4, 2023, or the last signature hereon and shall continue through midnight on May 3, 2033, unless otherwise modified or terminated, as provided for in Sections 5.2 and 18 respectively.
- 5.2 Modification. This Agreement is intended to express the entire Agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing and agreed upon and signed by each Party.

6. MEADOWBROOK FARM GOVERNING BODY

- 6.1 Membership. The Meadowbrook Farm Governing Body (“Governing Body”) shall be comprised of the Mayor of the City of North Bend and the Mayor of the City of Snoqualmie (each individually a “Member,” and collectively the “Members”). Each Member may appoint a designee to serve in the absence or unavailability of the Member.
- 6.2 Voting. Each Member shall have an equal vote on all matters coming before the Governing Body for a decision. Each Member shall uniformly support decisions of the Governing Body.
- 6.3 Responsibilities. The Governing Body shall be responsible for the following activities:
- 6.3.1 Budget Adoption and Funding. The Governing Body shall biennially review and approve a budget of estimated revenues and expenses to be incurred with respect to the operation and maintenance of the Farm and Interpretive Center. The biennial budget developed by the Governing Body shall not become final and binding on the Member cities until each Member’s City Council has approved it. The Member cities shall approve the budget by no later than December 1 prior to the start of each biennium. It is generally intended that each Member shall be responsible for obtaining budgetary approval from that Member’s jurisdiction for one-half (1/2) of the approved budgeted expenses unless the Governing Body recommends otherwise. If the Members disagree as to the budget, or the relative contribution due from each Member, the City Councils of each Member shall appoint a representative to meet together with the Governing Body to negotiate an agreed resolution prior to invoking the mediation process set forth in Section 12, below.

6.3.2 Operation and Maintenance Services. The Governing Body shall consider and make appropriate provision for operation and maintenance of the Farm and all equipment and facilities located thereon, including by execution of one or more interlocal agreements and/or contracts for services with one or more Governing Body Members, non-Member governmental or nonprofit organizations, or private entities. Operation and maintenance services may include, but are not limited to, the following:

- 6.3.2.1 Management of the day-to-day operations and maintenance of the Farm, including maintenance of buildings and grounds, fields, forests, trails, and equipment consistent with any level(s) of service established within the Agreement for Operations and Maintenance of Meadowbrook Farm;
- 6.3.2.2 Coordination of schedules for classes, camps, and events, with scheduling priority given for educational activities over event planning;
- 6.3.2.3 Coordination and operation of event rentals;
- 6.3.2.4 Preparation of grant applications and coordination of any recommended capital projects;
- 6.3.2.5 Construction and installation of improvements consistent with the Farm Master Plan and Capital Improvement Plan;
- 6.3.2.6 Engagement in communications and marketing concerning the Farm;
- 6.3.2.7 Provision of docent/interpretive/educational services and/or activities; and
- 6.3.2.8 Review and approval, in the Governing Body's reasonable discretion, of such projects proposed pursuant to Section 6.3.2.5, for incorporation into the 2013 Meadowbrook Farm Master Plan and future amendments thereto and any Annual Capital Plan approved by the Governing Body. Such approval implies working to secure funding through their respective jurisdiction's budget approval authority and/or other funding sources.

6.3.3 Review/Approval of Funding the Governing Body May Provide to the Meadowbrook Farm Preservation Association.

- 6.3.3.1 The Meadowbrook Farm Preservation Association ("MFPA") has been and is anticipated to continue to be the primary entity delivering educational and interpretive programming of the Farm.

6.3.3.2 The Governing Body intends to enter into a Memorandum of Understanding (“MOU”) with the MFPA to provide educational, interpretive, and potentially other services as authorized by the Governing Body.

6.3.3.3 As such, that MOU will require, biennially, the MFPA to report to the Governing Body a summary of the MFPA’s activities, revenues, and expenses. The report can at that time provide, if requested by the MFPA, a budget supplement request to the Governing Body for the coming two years. The MFPA’s budget request shall be for the MFPA’s provision of docent and interpretive services to Farm guests and visitors for the coming two years (“MFPA Supplemental Funding Request”) and shall be subject to approval by a majority vote of Governing Body Members (“Approved MFPA Supplemental Funding”). Nothing in this Agreement should be interpreted to guarantee supplemental funding.

6.3.4 Additional Governing Board Responsibilities. The two City Members of the Governing Body shall make necessary arrangements for the provision of insurance, police protection, fire protection, garbage service, utilities, and other such support services associated with the maintenance and protection of the Property including the Interpretive Center and any associated infrastructure improvements. Although each City as owners of the Property will obtain these services, each Party to this Agreement will contribute financially in an amount equal to one-half of the cost of these additional services. If a Member does not fund its share of the support services identified in this Section 6.3.4, the Member shall relinquish voting privileges pursuant to Section 6.2 until such time as the Member funds its share of the support services, in which case the Member’s voting privileges shall be reinstated.

7. MEADOWBROOK FARM ADVISORY BODY

7.1 Advisory Body Membership. The Meadowbrook Farm Advisory Body (“MFAB”) shall be comprised of one North Bend staff representative, one Snoqualmie staff representative, one MFPA representative, one representative of Si View Metropolitan Park District (SVMPD) or other entity providing maintenance and operations services under contract to the Cities (“Operations Contractor”), one Snoqualmie Valley Historical Society representative; one Snoqualmie Valley School District representative, one King County representative, one Mountains to Sound Greenway Trust representative, one Snoqualmie Tribe representative, and one Elk Management Group representative. To avoid any direct or potential conflict of interest, a SVMPD Commissioner shall not serve on the MFAB or the MFPA’s governing body.

- 7.2 Chair of MFAB. The staff representatives of the Cities shall Chair MFAB meetings and set meeting times and agendas in consultation with MFAB members. The Chair(s) may name one or more other MFAB members to assist in taking minutes, writing reports or other duties as determined are needed.
- 7.3 Advisory Body Responsibilities. The MFAB shall be responsible for recommending and guiding updates to the Plan, for recommending Farm capital improvements, and for identifying and making recommendations concerning Farm policy and Farm use issues for the Governing Body's consideration. The MFAB shall make its recommendations to the Governing Body, and the MFAB's recommendations shall be presented prior to each Member's City Council biennial budget preparation.
- 7.4 Organization Chart. The reporting structure of the MFAB and the Governing Body are depicted in Exhibit D.

8. INDEMNIFICATION

The Parties shall indemnify one another as follows:

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

9. FINANCING

There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

10. PROPERTY

This Agreement does not provide for the acquisition or disposal of any real or personal property at this time, and nothing herein affects the terms or conditions of the Cities of North Bend and Snoqualmie's ownership of the Property or any improvements thereon or any equipment used in the operation or maintenance thereof.

11. NO SEPARATE LEGAL ENTITY

This Agreement establishes a joint operation of the Parties and does not create a separate legal entity or administrative entity.

12. DISPUTE RESOLUTION

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

13. INDEPENDENT CONTRACTOR

Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one Party the employee of any other Party or Parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of the City of North Bend are acting as City of North Bend employees and employees the City of Snoqualmie are acting as City of Snoqualmie employees.

14. NOTICES

Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail,

return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

City of North Bend:

Rob McFarland, Mayor
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

City of Snoqualmie:

Katherine Ross, Mayor
38624 River Street
P.O. Box 987
Snoqualmie, WA 98065

15. PARTIAL INVALIDITY

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

16. ASSIGNABILITY

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

17. ENTIRE AGREEMENT

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

18. TERMINATION OF AGREEMENT

Any Party may terminate this Agreement by delivery of written notice of termination no fewer than ninety (90) days prior to termination.

19. RECORDING

Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on the Parties' respective websites listed by subject matter.

20. INSURANCE

Each Party shall be responsible for maintaining its own insurance.

21. GENERAL PROVISIONS

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

ACKNOWLEDGED AND AGREED TO BY:

CITY OF NORTH BEND

Rob McFarland, Mayor
Signed:_____

CITY OF SNOQUALMIE

Katherine Ross, Mayor
Signed:_____

ATTEST/AUTHENTICATED:

By:_____
North Bend City Clerk

By:_____
Snoqualmie City Clerk

APPROVED AS TO FORM:

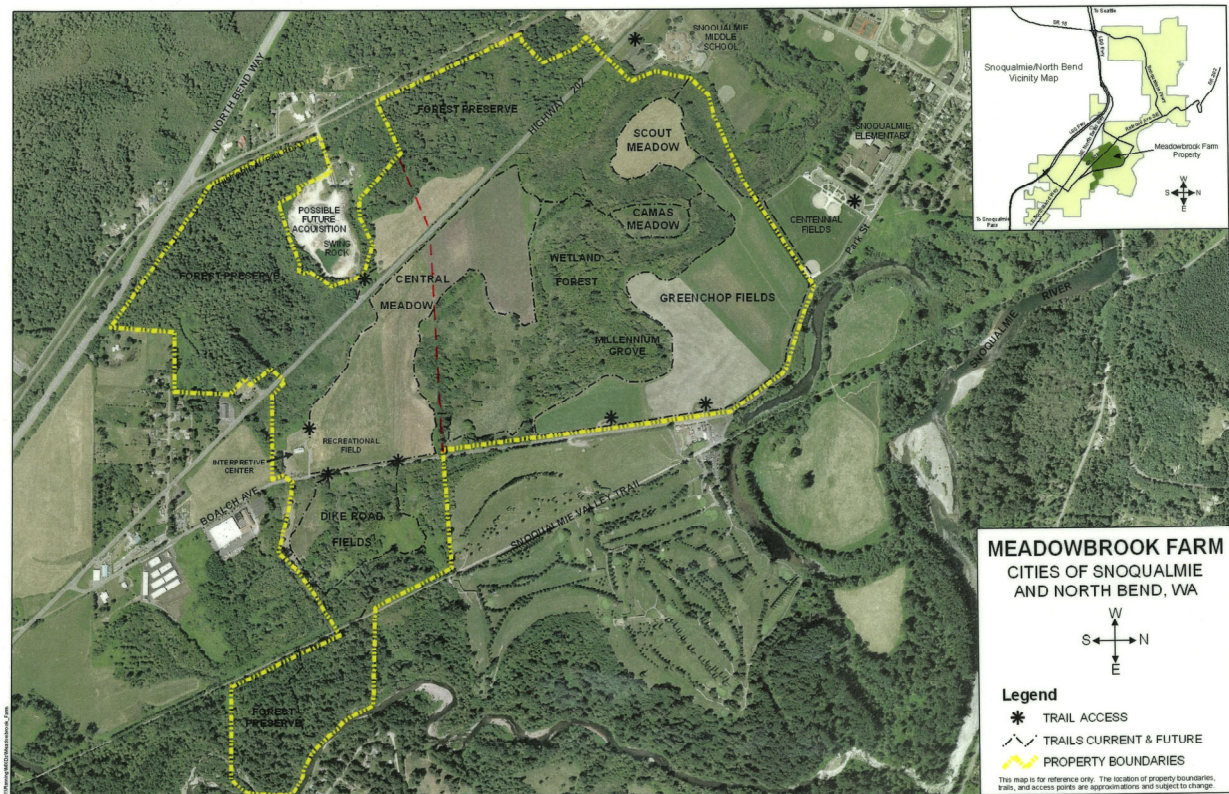
By:_____
Kendra S. Rosenberg
North Bend City Attorney

By:_____
David A. Linehan
Snoqualmie City Attorney

Dated:_____

Dated:_____

Exhibit A – Meadowbrook Farm Boundary and Included Parcels



Parcels within the boundary of Meadowbrook Farm include the following (as of 8/22/2023):

Meadowbrook Farm Parcels within the Snoqualmie City Limits:

3224089104, 3224089105, 3224089107, 3224089108, 3224089109, 3224089110, 0523089050, 0523089051, 0523089052, 0523089053, 0523089054.

Meadowbrook Farm Parcels within the North Bend City Limits:

0523089004, 0523089055, 0523089056, 0423089004, 0423089010, 0423089024, 0423089030, 0423089032, 0423089035, 5418700095, 5418700120, 5418700125, 5418700130, 5418700135.



King County Conservation Futures Program Manual

December 2022

King County Conservation Futures Program Manual

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Available online at: www.kingcounty.gov/CFTapplication

SECTION 1. OVERVIEW

Conservation Futures Funding Source

Conservation futures tax levy (“CFT”) is a property tax levy that was authorized by the State of Washington in the 1970s. Counties may collect up to 6.25 cents per \$1,000 of assessed value to acquire open space lands in fee, acquire easements, or otherwise conserve land.

King County began collecting a CFT levy in 1982, the first county in Washington to do so. King County adopted the maximum allowable levy rate of 6.25 cents per \$1,000 of assessed value. Due to limits on property tax collection, in 2019 the levy rate is 3.4 cents per \$1,000 of assessed value. In 2019, King County CFT levy collections are projected to exceed \$20 million.

CFT tax levy dollars are the source of funding for the CFT grant program. CFT funding awards have protected >100,000 acres of open spaces, parks, trails, natural areas, urban greenspaces, forests, farmlands, and shoreline throughout King County, in cities and the unincorporated area.

Historically, approximately 50% of the yearly revenues have been awarded to projects through a competitive annual award process (for example, FY 2019 annual award funding is \$12.4 million). The remaining yearly revenues have been used to pay debt service on past bonds that were issued for major open space purchases. In 2018, a policy was added to King County Code that allows up to 80% of collections to be used for debt service.

Policy Basis

This Program Manual reflects conservation futures requirements in state law (Revised Code of Washington, or “RCW”) and King County Code (“KCC”), adopted policies, and practices. The primary state law, county code, and policies that govern the King County CFT program include: chapter 84.34 RCW, chapter 26.12 KCC, and the Application Evaluation Criteria and General Conditions adopted in Motion 15513.

Conservation Futures Goals

King County Code describes the goals of the county conservation futures tax allocations over time as follows. “In accordance with chapter 84.34 RCW, the county shall maintain, preserve, conserve, expand and otherwise continue in existence adequate open space lands, and the county shall also achieve a broad geographical distribution of conservation futures proceeds.

Conservation futures proceeds shall be allocated in a manner that addresses equity and social justice by providing open spaces in communities in greatest need.” (KCC 26.12.005)

SECTION 2. ADVISORY COMMITTEE AND STAFFING

The King County Conservation Futures Advisory Committee (“Committee”) is a volunteer board with 16 positions that are appointed by the King County Executive and confirmed by the King County Council. The Committee’s primary role is to review applications for CFT funding and make funding recommendations to the Executive and the King County Council. Membership is comprised of:

- One individual from each King County Council district (nine total)
- Four individuals from council-at-large appointments (coordinated by the King County Council Chair)
- Three individuals from executive-at-large appointments (coordinated by the King County Executive)

The King County Department of Natural Resources and Parks appoints a CFT program coordinator to oversee the administration of the CFT funding program and the Committee process. The CFT program coordinator is the point of contact for all CFT-related questions (see *Section 11 - Contact Information*).

SECTION 3. APPLICATION TIMELINE

The typical yearly application and award timeline is as follows.

January	CFT program coordinator announces the annual CFT application process on the website and by email to agencies & interested parties.
March	Applications due in early March.
March to June	Committee reviews applications, conducts site visits with applicants, and determines its project funding recommendations.
By July 1	Committee provides a funding recommendation report to the King County Executive and the King County Council. Report is shared with all CFT funding applicants.
September	King County Executive makes CFT award recommendations by ordinance.
Late fall	The King County Council makes final decisions about CFT funding awards and adopts awards by ordinance (typically November). CFT program coordinator notifies the applicants of final award decisions.
During the following year, the CFT program coordinator works with successful applicants to make awarded funding available.	

The timeline could vary in years when CFT bond funding is available for application and award.

SECTION 4. ELIGIBILITY TO APPLY FOR AND RECEIVE FUNDING

CFT funding awards can only be made to the following eligible parties (based on RCW 84.34.210 and KCC 26.12.010):

- agencies (county, cities, towns, metropolitan park districts)
- eligible nonprofit historic preservation corporations¹
- eligible nonprofit nature conservancy corporation or associations²

While not eligible to receive awards, applications for CFT funding may also be made by other nongovernmental organizations or individuals. An applicant that is not eligible to receive CFT funding can work in partnership with a governmental agency or an eligible nonprofit who can receive awards and own CFT-funded land.

Properties purchased with CFT funding must always remain in the ownership of an eligible party as listed above.

SECTION 5. ELIGIBLE OPEN SPACE LANDS & PROPERTY INTERESTS

Properties eligible for funding must meet the definitions of open space land in RCW 84.34.020, which describes open space lands as land area that, if preserved, would:

- | | |
|---|--|
| • conserve or enhance natural or scenic resources | reservations, sanctuaries, or other open space |
| • protect streams or water supply | • enhance recreation opportunities |
| • promote conservation of soils, wetlands, beaches, or tidal marshes | • preserve historic sites |
| • enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature | • preserve visual quality along highway, road, and street corridors or scenic vistas |
| | • retain urban open spaces |
| | • preserve farm and agricultural land |

¹ "Nonprofit historic preservation corporation" means an organization which qualifies as being tax exempt under 26 U.S.C. section 501(c)(3) of the United States Internal Revenue Code of 1954, as amended, and which has as one of its principal purposes the conducting or facilitating of historic preservation activities within the state, including conservation or preservation of historic sites, districts, buildings, and artifacts. (RCW 64.05.130)

² "Nonprofit nature conservancy corporation or association" means an organization which qualifies as being tax exempt under 26 U.S.C. section 501(c) (of the Internal Revenue Code) as it exists on June 25, 1976 and one which has as one of its principal purposes

- the conducting or facilitating of scientific research;
- the conserving of natural resources, including but not limited to biological resources, for the general public;
- or the conserving of open spaces, including but not limited to wildlife habitat to be utilized as public access areas, for the use and enjoyment of the general public. (RCW 84.34.250, bullets added)

King County Code defines ‘open space land’ as “the fee simple interest in open space land, farm and agricultural land, and timberland as such are defined in chapter 84.34 RCW, including urban greenspaces³ in dense urban environments, for public use or enjoyment, or any lesser interest in those lands, including development rights, conservation futures, easement, covenant or other contractual right necessary to protect, preserve, maintain, improve, restore, limit the future use of or otherwise conserve the land.” (KCC 26.12.003.I)

CFT funding may be used to acquire property interests on open space lands such as:

- fee title to properties (i.e. purchasing the property outright)
- less-than-fee property rights such as easements or development rights to achieve conservation goals, while the property remains in private ownership

The applicant may seek to protect a parcel in its entirety, or to protect just a portion of a parcel. Applications often propose to conserve more than one parcel.

CFT funding may not be used to acquire any property interest through the exercise of the power of eminent domain or condemnation (KCC 26.12.010.H).

SECTION 6. EVALUATION CRITERIA

CFT Application Evaluation Criteria were adopted by Motion 15513. The following are the “Open Space Resources” criteria described in the motion:

- | | |
|---|---|
| • wildlife habitat or rare plant reserve | • park, open space or natural corridor addition |
| • salmon habitat and aquatic resources | • passive recreation opportunity in an area with unmet needs |
| • scenic resources | • projects that seek to redress historic disparities in access to open space in opportunity areas |
| • community separator | |
| • historic or cultural resources | |
| • urban passive-use natural area or greenbelt | |

The motion also describes “Additional Factors” that are to be considered as criteria:

- | | |
|---|---|
| • educational or interpretive opportunity | • identification in an adopted park, open space, comprehensive, or community plan |
| • impact to open space resources | • Transferable Development Rights (TDR) participation |
| • feasibility: ownership complexity, willing seller(s), community support | |
| • partnerships | |

³ “Urban greenspaces” as used in CFT can refer to a variety of parks and open spaces in an urban setting that meet CFT use requirements (for example, it may include a small park with grassy areas, a small playground, and picnic tables; a forested greenbelt with trails; a regional trail; a community garden)

The Committee also considers anticipated stewardship and maintenance of property, regional significance, availability of match, equity, and adopted financial policies.

SECTION 7. ALLOWABLE USES

Adopted Policy Guidance

King County Council Motion 15513 adopted the following policies for use of CFT funding, as “General Conditions” #3 and #4:

“3. Future use of the property is restricted to low impact, passive-use recreation, which means that development of facilities to support organized/structured athletic activities such as ballfields, courts, and gyms is not allowed. Small playgrounds for children are allowed, within the 15% non-vegetative impervious surface limit described below, not to exceed 5,000 square feet, and compatible with the other open space values of the property. Future use is further limited to non-motorized use, except as is necessary for the following types of uses (and provided in a way that protects open space resources): maintenance, staging areas, entrance roads, and parking to provide public access.

4. A maximum of 15% of the total surface area of a proposed acquisition project may be developed or maintained with non-vegetative impervious surfaces. Trail surfaces (soft-surface or paved) are not included in the calculation of this restriction. This percentage may be adjusted in instances where the Advisory Committee recommends, and the King County Council determines, that parking or other developed features necessary for the use of the site are required, are compatible with open space resources, and would exceed the 15% limit (e.g., scenic viewpoints).”

Allowable Uses

Examples of allowable passive recreational uses on CFT-funded lands include:

- hiking
- walking
- horseback riding
- mountain biking on dispersed trails
- fishing
- gardening or farming
- playing on playgrounds
- free play on grass (e.g. kicking a ball or tossing a frisbee around)
- picnicking
- nature viewing

Other uses may also be compatible that do not require significant built infrastructure or programming.

On CFT-funded lands, green stormwater infrastructure approaches may focus on protecting natural landscapes that retain and infiltrate stormwater, add features that function and look like natural systems such as wetlands, and treat runoff from parking lots or impervious surfaces on the property (and nearby area) using features such as rain gardens and bioswales.

Incompatible Uses and Infrastructure

Recreational uses that require extensive/intensive infrastructure, development, and/or programming are typically not compatible with CFT funding. Examples of incompatible uses and infrastructure include:

- ballfields
- golf course
- disc golf course
- campgrounds
- fenced off-leash dog parks
- mountain biking park with a high density of trails and/or constructed course features
- dedicated equestrian training area with constructed course features

Regularly scheduled, organized events that could damage the site's resources are not compatible with CFT funding.

Compatible Infrastructure – Within the 15% Limit

Development that supports low-impact passive recreational uses is allowed, subject to the 15% limit on non-vegetative impervious surfaces. Trail surfaces (both paved and unpaved) do not count toward the 15% limit. Compatible infrastructure that may be built within the 15% limit includes features such as (see above, Allowable Uses, about considering green stormwater infrastructure to treat runoff if possible) :

- parking lots
- trailheads
- kiosks
- restrooms
- picnic tables
- picnic shelters
- small playgrounds (<5,000 s.f.)

Generally, on CFT-funded parks and open spaces there should not be permanent structures other than those passive recreation amenities noted above. There may be situations where other minor structures directly related to allowable uses of the site may be appropriate (e.g., a tool shed or greenhouse on a community garden; farm buildings if purchasing a farmland). Maintenance shops may be a temporary use in some cases.⁴

Accommodating More Intensive Uses or Infrastructure

An applicant may seek to secure CFT funding only for a portion of a larger site, proposing to use the remainder of the site to support more intensive recreation or infrastructure that is not compatible with CFT funding.

⁴ In limited circumstances, the CFT Advisory Committee may approve retaining an existing building on the property for a period of time to be used as a maintenance shop to maintain the CFT-funded property, within the 15% non-vegetative impervious surface limit. That proposal should be noted in the application. CFT funding cannot pay for the value of the structure used for a shop, and the funding used for structure purchase would not count as match to CFT funding. The building should be demolished when maintenance use ceases, and it should not be a long-term use on the property.

In such cases, the application could identify the specific CFT-eligible portion of the property that would meet CFT use and infrastructure requirements. The CFT-eligible portion of the property could be purchased with 50% CFT funding and 50% match funding (unless it qualifies for a match waiver, see Section 8). The funding used to purchase the remaining non-CFT-eligible portion of the site cannot count as match for CFT funding. The cost of the CFT-eligible portion of the property would need to be specifically evaluated, likely requiring analysis through an appraisal.

Applying CFT to only a portion of the site does not require a boundary line adjustment or legal lot segregation; the designation of where funding applies can be made administratively and referenced on the deed.

After an award is made and land has been purchased, if the owner of a CFT-funded property seeks to allow more intensive uses or development, the owner may follow conversion procedures to provide replacement land or reimbursement funding in order to remove CFT funding restrictions from the site (see *Section 10 – Award Administration/Conversions*).

Charging Fees

Fees may be charged on CFT-funded property subject to other applicable laws and regulations.

SECTION 8. MATCH

Match Requirement

For most projects, the agency or nonprofit must commit to providing a matching contribution that is no less than the amount of CFT funding awarded to the project, before CFT funding is paid to the agency or nonprofit. This is often referred to as a dollar-for-dollar match.

KCC 26.12.010E identifies allowable sources of match:

1. cash
2. land match with a valuation verified by a reviewed appraisal
3. the cash value, excluding King County Conservation Futures contributions, of other open spaces acquired within the previous two years from the date of the submittal of the application by the agency or nonprofit organization

The latter two types of match should be directly linked to the property under application and meet CFT allowable use policies (see *Section 7 – Allowable Uses*).

While match must be secured before CFT funding is paid to the award recipient, match does not have to be secured at the time of application for CFT funding. CFT funding is sometimes the first funding awarded to a project, helping a project secure awards from other grant sources.

Match Waiver for Opportunity Area Projects

Some projects may qualify for a “match waiver,” meaning that CFT funding could pay 100% of the eligible project acquisition costs.

The match waiver policy was designed to help fund projects that would provide parks and open spaces in the most under-served parts of the county, where “past history of inequities, discrimination, injustices, and limited regional investment is evident today.”⁵ Providing a match waiver is intended to help “eliminate disparities in access to public open spaces and trails in communities with the greatest and most acute needs.”⁶

A project may qualify for a match waiver if it is determined to be located in an “opportunity area,” by one of two methods as described below.

Method 1. Meeting Three Mapped Criteria

Project is located in a part of the county with the lowest incomes, highest hospitalization rates, and no nearby open spaces (as mapped by King County DNRP).

Described in code as:

1. Areas within King County that:
 - a. are located in a census tract in which the median household income is in the lowest one-third for median household income for census tracts in King County;
 - b. are located in a ZIP code in which hospitalization rates for asthma, diabetes and heart disease are in the highest one-third for ZIP codes in King County; and
 - c. are within the Urban Growth Boundary and do not have a publicly owned and accessible park or open space within one-quarter mile of a residence, or are outside the Urban Growth Boundary and do not have a publicly owned and accessible park or open space within two miles of a residence. (KCC 26.12.003J):

Method 2. Qualitative Method

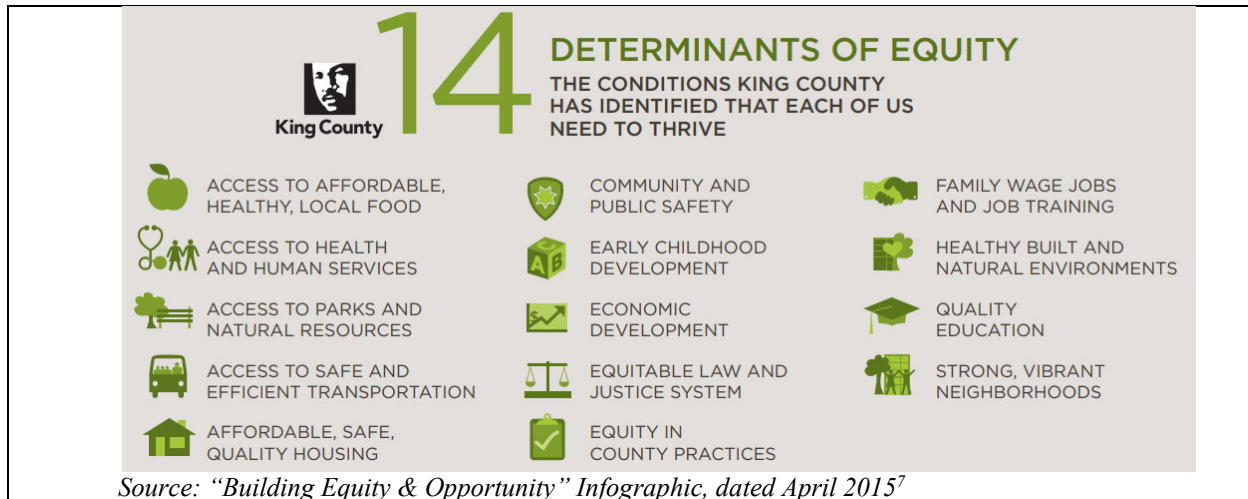
CFT Committee determines that residents in the project area, or the population served by the project, experience disproportionately limited access to open spaces, and demonstrated hardships related to income, health, social, environmental or other factors.

Described in code as:

2. Areas where the project proponent or proponents can demonstrate, and the advisory committee determines, that residents living in the area, or the populations the project is intended to serve,
 - disproportionately experience limited access to public open spaces and
 - experience demonstrated hardships including, but not limited to, low income, poor health and social and environmental factors that reflect a lack of one or more conditions for a fair and just society as defined as "determinants of equity" in K.C.C. 2.10.210. (KCC 26.12.003J)

⁵ King County Land Conservation Advisory Group, Final Report, Dated December 2017, page 15 (available at: <http://kingcounty.gov/land-conservation>)

⁶ Ibid, page 16



Applying for a Match Waiver/Opportunity Area Determination

An applicant seeking a match waiver should contact the CFT program coordinator well in advance of application submittal to discuss the proposal, and to receive a data report on how the project meets certain relevant criteria.

The applicant needs to make the case in the application that they are in an opportunity area and thus eligible for a match waiver. Information in the data report may be used in completing the application; the applicant is welcome to provide other relevant information.

Opportunity area proposals should have engagement and collaboration with community-based organizations and/or members of the community. Collaboration can be demonstrated through at least two letters of support and a description of community outreach held to date, or planned in the future. In reviewing how a project meets criteria, proposals that demonstrate community support would be prioritized higher than those without demonstrated support.

During project review, the Committee will determine whether the project meets opportunity area criteria and qualifies for a match waiver. As with every other application, the project will also be reviewed on its merits and how it meets CFT criteria and policies (see *Section 6 - Evaluation Criteria*). The Committee would then determine whether to recommend a funding award.

The applicant is asked on the application if the Committee should consider the project for a standard CFT funding award (requiring dollar-for-dollar match) if the Committee determines that the project does not meet opportunity area criteria and does not qualify for a match waiver.

SECTION 9. ELIGIBLE COSTS

The following is a list of acquisition-related costs eligible for CFT funding, as described in KCC 26.12.010.H (bullets added for clarity):

⁷ <https://www.kingcounty.gov/elected/executive/~media/B102A4C8AAE440F1A79BCE76986E80F5.ashx?la=en>

“Disbursement requests shall be made only for:

- capital project expenditures that include all costs of acquiring real property, including interests in real property

and the following costs, though it shall not include the cost of preparing applications for conservation futures moneys:

- cost of related relocation of eligible occupants
- cost of appraisal
- cost of appraisal review
- cost of title insurance
- closing costs
- pro rata real estate taxes
- recording fees
- compensating tax
- hazardous waste substances reports
- directly related staff costs
- related legal and administrative costs”

For most projects, CFT funding can pay up to 50% of eligible costs (up to the total amount of CFT funding awarded to a project), with the remaining costs paid by matching funding. For opportunity area projects that qualify for a match waiver, CFT funding may pay up to 100% of eligible costs.

The purchase price of the property should be determined by a reviewed appraisal; i.e., the property should be valued based on an appraisal, and that appraisal should be reviewed by an independent third-party appraiser. (KCC 26.12.010.H and 26.12.003.L)

SECTION 10. AWARD ADMINISTRATION

Award Agreements

The CFT program coordinator works with governmental agencies such as cities or park districts to create or amend Interlocal Cooperation Agreements in order to disburse funding to acquisition projects. The CFT program coordinator works with nonprofits on award agreements. These agreements and amendments are typically when an acquisition is successful but can be put in place before project completion.

Deed Restriction

CFT-funded property must be managed in accordance with the funding source requirements in perpetuity, and must remain under the ownership of an entity eligible to receive CFT funding (see *Section 4 – Eligibility to Apply for and Receive Funding*). All properties purchased in fee with CFT funding must have the following language recorded on the deeds (acquisitions by nonprofits may have additional deed language or recorded instruments required):

The property herein conveyed was purchased with King County Conservation Futures Tax Levy funds and is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, et seq., and King County Code 26.12.005, et seq.

If CFT funding is used to acquire only a portion of a site, the document should specify the restricted footprint through a written description and/or a map. If CFT funding is used to acquire a conservation easement or other less-than-fee interest, the recorded document should cite CFT funding in a manner similar to the deed restriction above. This deed restriction should also be applied to properties used as match.

Deeds will be reviewed when a reimbursement request is made. If the deed lacks the appropriate language, the award recipient can work with the CFT program coordinator to record a declaration of restrictive covenant.

Reimbursement

Refer to *Section 9 – Eligible Costs* above for a list of costs that are eligible for CFT funding once an award agreement is in place.

Often CFT funding is provided as reimbursement for completed acquisitions, based on an invoice and supporting documentation (e.g., closing statement, wire transfer, recorded deed, deed restriction documentation, invoices for appraisals, payroll reports). It may be possible for King County to make funding available during the acquisition process once an award agreement is in place (e.g. making CFT funding available to the title company for escrow at the time of purchase).

Retroactivity for Prior Costs

At times, an applicant may need to incur costs (e.g., order title and appraisal) or even purchase a parcel in advance of applying for or receiving a CFT award. Those expenditures may be able to be counted as match and/or receive CFT reimbursement if the project is awarded CFT funding. There is no requirement to file prior notice with the CFT program if making advance expenditures, but discussion with the CFT program coordinator is always recommended. If seeking to count previously incurred costs or property expenditures as match, the applicant should review CFT policies and match guidelines to ensure these costs can qualify. There is no guarantee that CFT funding will be awarded to a project which makes advance expenditures or land purchases.

Scope Changes

A CFT award recipient can contact the CFT program coordinator to discuss potential changes or clarifications to scope (e.g., acquisition failed on the target parcel so the project manager seeks to add a new parcel to the scope, or to shift focus to parcels previously identified as secondary priorities in the scope). Some scope changes may be made during the year. Scope changes can also be requested during the annual reporting process, with requested changes typically discussed at the Committee's "Project Progress Review and Supplemental Funding Request Meeting." Scope changes are documented in the Committee's "Annual Project Progress Report."

Opportunities for Additional Funding

At times a CFT project that has been awarded funding may need additional funding (e.g., if the project only received a partial funding request, or if costs are higher than anticipated). There are two opportunities to seek additional funding:

1. An award recipient may apply for additional funding during the standard application cycle.
2. An award recipient may request additional funding by contacting the CFT program coordinator. Requests will be heard once a year at the Committee's "Project Progress Review and Supplemental Funding Request Meeting," when the Committee may recommend redistribution of CFT funding that is excess from other projects. County Council approval is required to make redistributed CFT funding available.

Project Completion

CFT funding awards should typically be expended within two years of approval by the King County Council as indicated in Motion 15513. If CFT funding in a project remains unspent after two years, the award recipient will be asked to report to the Committee at the "Project Progress Review and Supplemental Funding Request Meeting." The project manager will need to demonstrate to the Committee a compelling reason for an extension of CFT funding award beyond the two-year limit, or unspent project funding may be reallocated to another project.

If a funded CFT project fails and the property cannot be acquired, the award recipient should report that outcome to the CFT program coordinator at the earliest opportunity so funding can be made available to other projects.

Property Transfer

CFT-funded property must be managed in accordance with the funding source requirements in perpetuity, under the ownership of an entity eligible to receive CFT funding. King County Code states that "Projects carried out in whole or part with conservation futures tax levy proceeds shall not be transferred or conveyed except to an agency or nonprofit organization by written agreement providing that the land or interest in land shall be continued to be used for the purposes of K.C.C. chapter 26.12 and in strict conformance with the uses authorized under RCW 84.34." (KCC 26.12.010.I)

Conversions/Change in Use

At times, the owner of a CFT-funded site may propose to sell or use the land for purposes that are inconsistent with CFT funding. This is considered a "conversion" of the CFT-funded property. The owner of the property must either provide equivalent⁸ lands or cash reimbursement, based on a valuation of the CFT-funded property in its changed status or use⁹,

⁸ "Equivalent" considers a number of factors including value, acreage, open space function, location, etc.

⁹ The phrase "in its changed status or use" means that the appraisal should calculate the current market value of the property as though Conservation Futures funding restrictions have been removed and it is developable.

and as approved by King County. The owner should contact the CFT program coordinator at the earliest opportunity to discuss the procedures for a conversion.

SECTION 11. CONTACT INFORMATION

Please visit the Conservation Futures website for current contact and program information:
www.kingcounty.gov/CFT.



WWRP Project Agreement

Outdoor Recreation Account

Project Sponsor North Bend, City of
Project Title Meadowbrook Farm

Project Number 96-196A
IAC Approval Date 5/14/1996

Purpose of Agreement

The purpose of this Project Agreement is to set out the terms and conditions under which a grant is being made from the Outdoor Recreation Account of the General Fund of the State of Washington by the Interagency Committee for Outdoor Recreation (IAC) to the Project Sponsor, for the project identified above.

Description of Project

The Project which is the subject of this Agreement is described on the Project Summary (Attachment A). Acquisition and/or development activities eligible for reimbursement are described on the Eligible Reimbursement Activities Report (Attachment B).

Terms of Agreement

The Project reimbursement period shall be effective upon November 15, 1996 and terminate on July 1, 1997. Unless otherwise provided for, no expenditure made prior to the effective date or after the termination date will be eligible for reimbursement unless incorporated by written amendment into this Agreement. The Sponsor's ongoing obligation for the above project shall be perpetual unless otherwise identified in this Agreement.

Project Funding

	Percentage	Dollar Amount
IAC - WWRP - LP	.11	500,000.00
Project Sponsor	.89	4,134,000.00
Total Project Cost	1.00	4,634,000.00

Additional Provisions or Modifications of the General Provisions (Special Conditions)

Attachment D is the legal description for the entire 450 acre purchase minus 5 tax lots (111.2 acres) retained by the cities for non-recreational agricultural purposes.

Compliance with Applicable Statutes, Rules, and IAC Policies

This Project Agreement shall be governed by, and the Project Sponsor shall comply with, all the applicable provisions of Chapter 43.98A RCW, chapter 286 WAC and published IAC policies and guidelines, which are incorporated herein by this reference as if fully set forth.

Entire Agreement

This Agreement, including the Project Summary (Attachment A), Eligible Reimbursement Activities Report (Attachment B), and the General Provisions (Attachment C), sets forth the entire agreement between the parties. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless in writing and signed by both parties.

Notices

All written communications which are to be given to the Project Sponsor under this Agreement will be addressed and delivered to:

Name: Sara Bary
 Title: Project Manager
 Address: P.O. Box 896
 North Bend, WA 98045

All written communications which are to be given to the IAC under this Agreement will be addressed and delivered to:

Interagency Committee for Outdoor Recreation
 Natural Resources Building
 P.O. Box 40917
 Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

State of Washington Interagency Committee for Outdoor Recreation

BY: Laura E. Johnson
 Laura Eckert Johnson
 TITLE: Director
 DATE: November 12, 1996

Pre-approved as to form:
 By: /S/
 Assistant Attorney General

Project Sponsor

AGENCY: City of North Bend
 BY: Joan M. Simpson
 Joan M. Simpson
 TITLE: Mayor
 DATE: 11/21/96

AGENCY: City of Snoqualmie
 BY: Jeanne P. Hansen
 Jeanne P. Hansen
 TITLE: Mayor
 DATE: 11/20/96

PARCEL 1:

THAT PORTION OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 4:
THENCE SOUTH 88°56'06" EAST ALONG THE NORTHERLY LINE OF THE PLAT OF MEADOW BROOK TRACTS 1.093.11 FEET TO THE EASTERLY LINE OF A COUNTY RIGHT-OF-WAY (MEADOWBROOK - NORTH BEND ROAD S.E.). AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817;
THENCE NORTH 30°24'10" WEST ALONG SAID RIGHT-OF-WAY 338.36 FEET TO A POINT OF CURVE:
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 497.09 FEET THROUGH AN ARC OF 186.40 FEET TO A POINT OF TANGENCY ON SAID RIGHT-OF-WAY LINE;
THENCE NORTH 08°55'03" WEST 1.492.16 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 08°55'03" EAST ALONG SAID EASTERLY LINE 1.447.16 FEET TO THE NORTHERLY LINE OF THE CAMPBELL AND SMITH TRACT AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 7205030335;
THENCE ALONG SAID NORTHERLY LINE THROUGH THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 87°38'01" EAST 220.00 FEET;
THENCE SOUTH 78°48'13" EAST 437.69 FEET TO THE THREAD OF GARDNER CREEK;
THENCE NORTHEASTERLY ALONG SAID THREAD TO THE SOUTHWESTERLY LINE OF MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 693364;
THENCE NORTH 25°40'30" WEST ALONG SAID SOUTHWESTERLY LINE TO A POINT WHICH BEARS NORTH 86°10'30" EAST FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 86°10'30" WEST 1.035.54 FEET TO THE TRUE POINT OF BEGINNING:
EXCEPT THE NORTH 862.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF;

SITUATE IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 2:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 4:
THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4 TO THE EASTERLY LINE OF THE MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 693364 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 25°40'30" WEST ALONG SAID RIGHT-OF-WAY TO THE SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION;
THENCE EASTERLY ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 AND 2 OF SAID SECTION TO THE WEST BANK OF THE SOUTH FORK OF THE SNOQUALMIE RIVER;
THENCE SOUTHERLY ALONG SAID WEST BANK TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4;
THENCE WEST ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A 60 FOOT STRIP OF LAND THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 2, OF THE PLAT OF MEADOWBROOK TRACTS:

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4:

THENCE NORTH 89°00'12" EAST 58.98 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF OLD SUNSET HIGHWAY;

THENCE NORTH 32°07'08" WEST ALONG SAID MARGIN 848.27 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE NORTH 57°52'52" EAST 1,160.38 FEET TO A POINT OF TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 100 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°48'33" AN ARC DISTANCE OF 123.59 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 100 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°32'13" AN ARC DISTANCE OF 131.84 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID CHICAGO-MILWAUKEE ST. PAUL AND PACIFIC RAILROAD AND THE TERMINUS OF SAID CENTERLINE:

EXCEPT THE SOUTHERLY PORTION OF SAID EASEMENT TRACT LYING WITHIN A TRACT OF LAND CONVEYED TO EDWARD R. TILTON AND CAROLYN K. TILTON, BY DEED RECORDED UNDER RECORDING NO. 8512031344:

SITUATE IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

9312020903

PARCEL 1:

THOSE PORTIONS OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 8 EAST W.M., SECTIONS 4 AND 5, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., AND OF MEADOWBROOK TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 32;
 THENCE NORTH 89°45'19" EAST ALONG THE SECTION LINE 2,126.20 FEET TO THE EASTERLY LINE OF THE 100 FOOT NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY (PUGET SOUND RAILWAY HISTORICAL ASSOCIATION, INC.) AS CONVEYED BY DEED NO. 12138 AND CHANGED TO 100 FEET BY RECORDING NO. 796133 AND THE TRUE POINT OF BEGINNING;
 THENCE NORTH 25°30'30" WEST ALONG SAID RIGHT-OF-WAY 440.10 FEET TO THE MOST SOUTHERLY CORNER OF A TRACT OF LAND DEEDED TO C. BEADON HALL BY DEED RECORDED UNDER RECORDING NO. 5013383;
 THENCE NORTH 44°51'00" EAST ALONG THE SOUTHEASTERLY LINE OF SAID DEEDED TRACT 538.23 FEET TO THE WESTERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY, THE NEW SUNSET HIGHWAY (S.E. SNOQUALMIE NORTH BEND RD.);
 THENCE SOUTH 44°09'00" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 4,839.17 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4;
 THENCE NORTH 88°56'06" WEST ALONG SAID SOUTHERLY LINE 195.13 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN BLOCK 4 OF MEADOWBROOK TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY;
 THENCE SOUTH 03°12'11" WEST 609.82 FEET TO THE NORTHERLY LINE OF A COUNTY RIGHT OF WAY (S.E. 160TH STREET), AS DEDICATED ON SAID PLAT AND THE SOUTHEAST CORNER OF LOT 5 IN BLOCK 4 OF SAID PLAT;
 THENCE NORTH 89°36'27" WEST ALONG SAID RIGHT-OF-WAY 682.00 FEET; THENCE SOUTH 03°12'11" WEST 60.07 FEET;
 THENCE SOUTH 89°36'27" EAST 127.00 FEET;
 THENCE SOUTH 03°12'11" WEST 546.46 FEET TO AN INTERSECTION OF THE EAST LINE OF LOT 10 IN BLOCK 3 OF SAID PLAT WITH THE NORTHERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY;
 THENCE ALONG A RIGHT-OF-WAY CURVE TO THE LEFT WITH A RADIUS OF 5,830.00 FEET THROUGH AN ARC OF 437.67 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 59°05'50" WEST 946.61 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
 THENCE ALONG A RIGHT-OF-WAY CURVE TO THE RIGHT WITH A RADIUS OF 2,814.93 FEET THROUGH AN ARC OF 498.14 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 25°30'30" WEST 147.60 FEET TO THE MOST SOUTHERLY CORNER OF A TRACT OF LAND DEEDED TO A.J. MOFFAT AND FRANCES MOFFAT BY DEED RECORDED UNDER RECORDING NO. 2355514;
 THENCE NORTH 09°39'45" WEST ALONG THE BOUNDARY LINE OF SAID DEEDED TRACT 53.55 FEET;
 THENCE NORTH 17°50'45" EAST 97.23 FEET;
 THENCE NORTH 31°19' EAST 254.81 FEET;
 THENCE SOUTH 59°20' EAST 177.12 FEET;
 THENCE NORTH 77°37'30" EAST 184.00 FEET;
 THENCE NORTH 64°39'30" EAST 98.00 FEET;
 THENCE NORTH 75°52'30" EAST 102.00 FEET;
 THENCE NORTH 65°16'15" EAST 228.00 FEET;
 THENCE SOUTH 76°53'45" EAST 80.00 FEET;
 THENCE NORTH 22°06'15" EAST 75.00 FEET;

9401313166

THENCE NORTH 12°35' WEST 42.00 FEET;
 THENCE NORTH 24°57'15" EAST 70.00 FEET;
 THENCE NORTH 57°43' EAST 59.00 FEET;
 THENCE NORTH 29°58' EAST 122.00 FEET;
 THENCE NORTH 19°15' WEST 314.00 FEET;
 THENCE NORTH 72°10'18" WEST 321.69 FEET;
 THENCE SOUTH 60°29'30" WEST 256.00 FEET;
 THENCE SOUTH 84°33' WEST 197.57 FEET TO THE MOST EASTERLY CORNER OF A TRACT OF
 LAND DEEDED TO W.E. MENOLD AND CLELLA MENOLD BY DEED RECORDED UNDER RECORDING
 NO. 4320334;
 THENCE ALONG THE NORTHERLY LINES OF SAID MENOLD TRACT NORTH 45°16' WEST 607.60
 FEET;
 THENCE SOUTH 64°29'30" WEST 492.68 FEET TO EASTERLY LINE OF SAID NORTHERN
 PACIFIC RAILROAD RIGHT-OF-WAY;
 THENCE NORTH 25°30'30" WEST ALONG SAID RIGHT-OF-WAY 252.44 FEET;
 THENCE NORTH 00°48'57" EAST 112.75 FEET;
 THENCE NORTH 25°30'30" WEST 1,153.29 FEET;
 THENCE SOUTH 89°45'19" WEST 55.29 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING THE WEST 1/4 CORNER OF SAID SECTION 4;
 THENCE SOUTH 88°56'06" EAST ALONG SAID SOUTH LINE 196.13 FEET TO THE WESTERLY
 MARGIN OF NEW SUNSET HIGHWAY AND THE POINT OF BEGINNING;
 THENCE NORTH 44°09'00" WEST 251.17 FEET TO THE NORTHERLY LINE OF THOSE TRACTS
 DESCRIBED UNDER RECORDING NOS. 7311290246 AND 7810180500, SAID POINT ALSO
 BEING A POINT OF CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 45°51'00" WEST
 25.00 FEET;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC
 DISTANCE OF 37.29 FEET;
 THENCE SOUTH 45°51'00" WEST 183.00 FEET;
 THENCE SOUTH 44°09'00" EAST 204.64 FEET;
 THENCE NORTH 51°41'10" EAST 153.25 FEET, MORE OR LESS, TO THE SOUTH LINE OF
 SAID SUBDIVISION;
 THENCE SOUTH 88°56'06" EAST ALONG SAID SOUTH LINE TO THE WESTERLY MARGIN OF
 NEW SUNSET HIGHWAY AND THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION THEREOF FOR STATE HIGHWAY NO. 2, AS CONVEYED TO KING
 COUNTY BY DEED RECORDED UNDER RECORDING NO. 6085501;

SITUATE IN THE TOWN OF SNOQUALMIE, CITY OF NORTH BEND, COUNTY OF KING,
 STATE OF WASHINGTON.

PARCEL 2:

THOSE PORTIONS OF SECTIONS 32 AND 33, TOWNSHIP 24 NORTH, RANGE 8 EAST W.M.,
 SECTIONS 4 AND 5, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., AND OF MEADOWBROOK
 TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING
 COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 4;
 THENCE SOUTH 88°56'06" EAST ALONG THE NORTHERLY LINE OF SAID PLAT OF MEADOW
 BROOK TRACTS 311.83 FEET TO THE EASTERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY
 (S.E. SNOQUALMIE NORTH BEND ROAD), AS CONVEYED BY DEED RECORDED UNDER

9401313166

RECORDING NO. 1857675;

THENCE NORTH 44°09' WEST ALONG SAID RIGHT-OF-WAY 4,924.04 FEET TO THE SOUTHERLY LINE OF A TRACT CONVEYED TO KING-COUNTY SCHOOL DISTRICT NO. 410, BY DEED RECORDED UNDER RECORDING NO. 6453231 AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINES TO A POINT OF CURVE THROUGH THE FOLLOWING 14 COURSES AND DISTANCES: NORTH 44°03'59" EAST 301.19 FEET;

THENCE NORTH 29°15'06" WEST 247.39 FEET;

THENCE NORTH 08°41'49" EAST 327.43 FEET;

THENCE NORTH 40°45'59" EAST 279.49 FEET;

THENCE NORTH 79°05'14" EAST 185.03 FEET;

THENCE NORTH 57°14'14" EAST 128.18 FEET;

THENCE NORTH 64°12'29" EAST 209.99 FEET;

THENCE NORTH 65°48'24" EAST 326.44 FEET;

THENCE NORTH 55°47'49" EAST ALONG THE SOUTH LINE OF A TRACT DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 8507080559, A DISTANCE OF 1,205.50 FEET, MORE OR LESS, TO THE WEST MARGIN OF MEADOWBROOK - NORTH BEND ROAD S.E., AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817;

THENCE SOUTHERLY ALONG A CURVE TO THE LEFT ON SAID MARGIN, HAVING A RADIUS OF 635.91 FEET AN ARC DISTANCE OF 298.47 FEET TO A POINT OF TANGENCY IN SAID MARGIN;

THENCE SOUTH 75°04'15" EAST 473.83 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 240.13 FEET THROUGH AN ARC OF 170.28 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 34°36'30" EAST 435.52 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 307.11 FEET THROUGH AN ARC OF 143.11 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 07°44'30" EAST 1,870.31 FEET;

THENCE SOUTH 08°55'03" EAST 816.62 FEET TO THE NORTHEAST CORNER OF A TRACT CONVEYED TO THE CATHOLIC ARCHBISHOP BY DEED RECORDED UNDER RECORDING NO. 6278995 AND RECONVEYED BACK TO SNOQUALMIE VALLEY LAND CO. BY DEED RECORDED UNDER RECORDING NO. 8207010625;

THENCE SOUTH 87°11'28" WEST ALONG SAID LINE AND ITS WESTERLY PROLONGATION 2035.22 FEET TO THE EASTERLY LINE OF SAID STATE HIGHWAY RIGHT OF WAY;

THENCE NORTH 44°09'00" WEST 2370.98 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF FOR STATE HIGHWAY NO. 2 (S.E. SNOQUALMIE NORTH BEND ROAD), AS CONVEYED TO KING COUNTY BY DEEDS RECORDED UNDER RECORDING NOS. 6085500, 6087825 AND 6087826;

SITUATE IN THE TOWN OF SNOQUALMIE, CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 3:

THE NORTH 862.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF, OF THAT PORTION OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 4;

THENCE SOUTH 88°56'06" EAST ALONG THE NORTHERLY LINE OF THE PLAT OF MEADOWBROOK TRACTS 1,093.11 FEET TO THE EASTERLY LINE OF A COUNTY RIGHT-OF-WAY (MEADOWBROOK - NORTH BEND ROAD S.E.), AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817;

THENCE NORTH 30°24'10" WEST ALONG SAID RIGHT-OF-WAY 338.36 FEET TO A POINT OF

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CURVE:

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 497.09 FEET THROUGH AN ARC OF 186.40 FEET TO A POINT OF TANGENCY ON SAID RIGHT-OF-WAY LINE;

THENCE NORTH 08°55'03" WEST 1,492.16 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 08°55'03" EAST ALONG SAID EASTERLY LINE 1,447.16 FEET TO THE NORTHERLY LINE OF THE CAMPBELL AND SMITH TRACT AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 7205030335;

THENCE ALONG SAID NORTHERLY LINE THROUGH THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 87°38'01" EAST 220.00 FEET;

THENCE SOUTH 78°48'13" EAST 437.69 FEET TO THE THREAD OF GARDNER CREEK;

THENCE NORTHEASTERLY ALONG SAID THREAD TO THE SOUTHWESTERLY LINE OF MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO.

693364;

THENCE NORTH 25°40'30" WEST ALONG SAID SOUTHWESTERLY LINE TO A POINT WHICH BEARS NORTH 86°10'30" EAST FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 86°10'30" WEST 1,035.54 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

Except for:

Tax Lot 107 (20 acres)
 Tax Lot 108 (20 acres)
 Tax Lot 109 (20 acres)
 Tax Lot 110 (20 acres)
 Tax Lot 51 (31.2 acres)

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THAT PORTION OF SECTION 4 AND 5, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M.
DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 4;
THENCE SOUTH 88°55'06" EAST ALONG THE NORTHERLY LINE OF MEADOWBROOK TRACTS AS
PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY
311.83 FEET TO THE EASTERLY LINE OF A STATE HIGHWAY RIGHT OF WAY (S.E.
SNOQUALMIE-NORTH BEND ROAD), AS CONVEYED BY DEED RECORDED UNDER RECORDING NO.
1857675;
THENCE NORTH 44 DEGREES 09 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY
2,332.78 FEET TO A POINT WHICH BEARS SOUTH 87 DEGREES 11 MINUTES 28 SECONDS
WEST 784.42 FEET FROM THE NORTHWEST CORNER OF A TRACT CONVEYED TO THE CATHOLIC
ARCHBISHOP BY DEED RECORDED UNDER RECORDING NO. 6278995 AND RECONVEYED BACK TO
SNOQUALMIE VALLEY LAND CO. BY DEED RECORDED UNDER RECORDING NO. 8207010625,
SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 87 DEGREES 11 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF
SAID TRACT AND ITS WESTERLY PROLONGATION 2,035.22 FEET TO THE WEST MARGIN OF
MEADOWBROOK-NORTH BEND ROAD S.E. AS CONVEYED BY DEED RECORDED UNDER RECORDING
NO. 4833817;
THENCE SOUTH 08 DEGREES 53 MINUTES 03 SECONDS EAST ALONG SAID MARGIN 1,485
FEET, MORE OR LESS, TO THE THREAD OF GARDNER CREEK;
THENCE WESTERLY ALONG THE THREAD OF GARDNER CREEK TO THE EASTERLY MARGIN OF
SAID STATE HIGHWAY RIGHT OF WAY;
THENCE NORTH 44 DEGREES 09 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY MARGIN
2,410 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

SITuate IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.



WWRP - LP Project Summary

November 06, 1996

Item 12.

TITLE: Meadowbrook Farm	NUMBER: 96-196 A
APPLICANT: North Bend, City of	TYPE: Acquisition
COSTS: IAC \$500,000.00 .09 % Local \$4,134,000.00 .89 % Total \$4,634,000.00 1.00%	EVALUATION SCORE: EVALUATION RANKING: IAC MEETING DATE: 05/14/1996

DESCRIPTION:

Located on the roads that link downtown North Bend and Snoqualmie, the 450 acre Meadowbrook Farm provides an exceptional outdoor recreation opportunity. Expansive fields reach the Snoqualmie River, allowing public access to a 2,000 foot stretch of river. The size of the parcel provides the opportunity to create both passive and active recreation areas. Upland acres offer future soccer and other ball players valuable and much needed playing fields. Areas adjacent to wetlands and river banks offer future trail users valuable habitat viewing areas. When played out against the scenic backdrop of Mount Si and the Cascade foothills, recreation users here will find unique recreation niches for themselves and their families.

LOCATION:

Located between North Bend and Snoqualmie

COUNTY: King

LEG DISTRICT: 05

CONG DIST: 08

SCOPE (ELEMENTS):

Allowable land costs
Incidentals

PERMITS REQUIRED

SITE INFORMATION:

Uplands	274 acres
Wetlands	54 acres

LAND COMMENTS:

USE RESTRICTIONS:

(Blank)

CONTACT: Sara Bary (206) 888-1211	LAST UPDATE: 11/ 6/96
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WWRP - LP Project Summary

November 12, 1996

TITLE: Meadowbrook Farm	NUMBER: 96-196 A
APPLICANT: North Bend, City of	TYPE: Acquisition
COSTS: IAC \$500,000.00 .09 % Local \$4,134,000.00 .89 % Total \$4,634,000.00 1.00%	EVALUATION SCORE: EVALUATION RANKING: IAC MEETING DATE: 05/14/1996

DESCRIPTION:

Located on the roads that link downtown North Bend and Snoqualmie, the 450 acre Meadowbrook Farm provides an exceptional outdoor recreation opportunity. Expansive fields reach the Snoqualmie River, allowing public access to a 2,000 foot stretch of river. The size of the parcel provides the opportunity to create both passive and active recreation areas. Upland acres offer future soccer and other ball players valuable and much needed playing fields. Areas adjacent to wetlands and river banks offer future trail users valuable habitat viewing areas. When played out against the scenic backdrop of Mount Si and the Cascade foothills, recreation users here will find unique recreation niches for themselves and their families.

LOCATION:

Located between North Bend and Snoqualmie

COUNTY : King

LEG DISTRICT: 05

CONG DIST: 08

SCOPE (ELEMENTS):

Allowable land costs
Incidentals

PERMITS REQUIRED**SITE INFORMATION:**

Uplands	274 acres
Wetlands	54 acres

LAND COMMENTS:**USE RESTRICTIONS:**

(Blank)

CONTACT: Sara Bary (206) 888-1211	LAST UPDATE: 11/6/96
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Milestone Report by Project

Item 12.

November 12, 1996

Project Number: 96-196 A
Project Name: Meadowbrook Farm
Sponsor: North Bend, City of
Project Manager: Phil

Milestone	Target Date	% Completed	Date Reported
Order Appraisal(s)	08/01/96		
Appraisals/Reviews Complete	11/01/96		
Purchase Agreement Signed	02/01/97		
Acquisition Complete	05/01/97		
Documents Recorded	06/01/97		
Final Billing to IAC	07/01/97		



Eligible Reimbursement Activities Report

Item 12.

Project Sponsor North Bend, City of
Project Title Meadowbrook Farm

Project Number 96-196A
IAC Approval Date 5/14/1996

Acquisition Project:

Items

- Applicable taxes
- Appraisal and review
- Closing costs
- Hazardous substances review
- Land
- Noxious weed control costs
- Recording fees
- Relocation costs
- Signing costs
- Title reports/insurance
- Undefined
- Undefined incidentals

Agency Name

Interagency Committee for Outdoor Recreation
P.O. Box 40917
Olympia, WA 98504-0917

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished and/or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam or disabled veterans status.

Sponsor

North Bend, City of
P.O. Box 896
North Bend

WA 98045

BY _____

(TITLE)

(DATE)

Project Number 96-196 A		Invoice #		Billing Period			This is a Final Billing	
Project Name Meadowbrook Farm				From: To:			Yes [] No []	
		Total Previous IAC Approved Amount						
CATEGORIES:	Project Agreement	Expenditures This Billing			Total Expenditures To Date			IAC Adjusted
		Expenditures	Donations	Total	Expenditures	Donations	Total	
ACQUISITION:								
Land & Existing Structure	\$4,634,000.00							
Incidental Costs								
DEVELOPMENT:								
Construction & Project								
Improvement Cost								
A&E Fees								
NOVA NON-CAPITAL:								
NOVA CAP EQUIP:								
OTHER:								
TOTAL	\$4,634,000.00							

For IAC Use ONLY

Donation Bank _____

This invoice approved for payment _____

Agreement				Expenditures This Billing			
Sponsor:	%	\$4,134,000.00		Sponsor:			
IAC Federal:				IAC Federal:			
IAC: WWRP - LP	%	\$500,000.00		IAC:			
IAC:	%			IAC:			
Agreement Total:	%			Invoice Total:			

Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Invoice Number
	070	A28	92201	0720	N690	96-196 A	
				NZ	0720		
				NZ	0720		
				NZ	0720		
				NZ	0720		

Project Manager/Date Release Final Pmt []

Accounting/Date



ATTACHMENT C

PROJECT AGREEMENT GENERAL PROVISIONS

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Section 1: Headings, Definitions, and Description of Agreement

(A) Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

(B) Definitions

Acquisition - The gaining of rights of public ownership by purchase, negotiation, or other means, of fee or less than fee interests in real property.

Agreement - Means a project agreement, supplemental agreement, intergovernmental agreement, or project contract between IAC and a sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from IAC.

Application - The forms, including project information forms, approved by the committee for use by applicants in soliciting project funds administered by the IAC.

Committee - The Interagency Committee for Outdoor Recreation created by RCW 43.99.110.

Development - The construction of facilities to enhance outdoor recreation or habitat conservation resources.

Director - The director of the Interagency Committee for Outdoor Recreation

IAC - The Interagency Committee for Outdoor Recreation - The agency, including the director and personnel, created by RCW 43.99.130.

Project - The undertaking that is the subject of this agreement and that is, or may be, funded in whole or in part with funds administered by IAC.

Resume - One of the project information forms approved by the committee for use by applicants in soliciting project funds administered by the IAC.

Sponsor - An applicant who has been awarded a grant of funds, and has an executed project agreement.

(C) Description of Agreement -- The purpose of this Agreement is to provide for the orderly completion of the proposal contained in the Sponsor's application for public funds administered by the IAC. To this end, the agreement which follows provides guidance to accomplish the following principal actions:

- (1) For the Sponsor to undertake and complete the Project in a timely manner, in accordance with the approved Project proposal and applicable laws;
- (2) For the IAC to provide reimbursement to the Sponsor for eligible Project costs. Sponsor reimbursement requests shall be made not more than once monthly and not less than yearly, in accordance with IAC format and policy;
- (3) For the Sponsor to provide acknowledgement of the IAC's funding contribution, through signage, written recognition in printed materials, and/or in dedication ceremonies;
- (4) To provide for the dedication of the area or facility to the described public use and purposes, [including a deed-of-right where applicable], and to permit regular inspection by IAC; and
- (5) To set-forth obligations and remedies.

Section 2: Performance by Project Sponsor

The Project Sponsor shall undertake the Project as described in this Agreement, on the Resume (Attachment A), in the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the IAC. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the Project is important. Failure to do so, as set out in this Agreement, is a material breach of the Agreement.

Section 3: Restriction on Assignment

The Sponsor shall not assign this Agreement, or the performance of any obligations to the IAC under this Agreement, or any claim against the IAC it may have under this Agreement, without the express written consent of the Director.

Section 4: Responsibility for Project

While the IAC undertakes to assist the Sponsor with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Sponsor. The IAC undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the design, development, construction, implementation, operation and maintenance of the Project, as those phases are applicable to this Project, is solely that of the Sponsor, as is responsibility for any claim or suit of any nature by any third party related in any way to the Project.

The Sponsor shall defend at its own cost any and all claims or suits at law or in equity which may be brought against the Sponsor in connection with the Project. The Sponsor shall not look to the IAC, or to any of the IAC's employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related in any way to the Project, including but not limited to, its design, development, construction, implementation, operation and/or maintenance.

Section 5: Sponsor Not Employee of the Agency

The Sponsor and the Sponsor's officers, employees and agents shall perform all obligations under this Agreement as an independent contractor and not in any manner as officers or employees or agents of the IAC. Herein all references to the Sponsor shall include its officers, employees and agents. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind.

Section 6: Compliance with Applicable Law

The Sponsor will comply with, and IAC is not responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies, including, but not limited to: State Environmental Policy Act (under which the Sponsor shall serve as lead agency); Americans with Disabilities Act; Architectural Barriers Act (restoration and improvement projects only); Uniform Relocation Assistance and Real Property Acquisition Policies Act (PL91-646, RCW 8.26.010); Uniform Standards of Professional Appraisal Practices; permits (shoreline, HPA, demolition); land use regulations (comprehensive areas ordinances, GMA); and federal and state safety and health regulations (OSHA/WISHA).

The Sponsor further agrees to indemnify and hold harmless the IAC and its employees and agents from all liability, damages and costs of any nature, including but not limited to costs of suits and attorneys' fees assessed against the IAC, as a result of the failure of the Sponsor to so comply.

Section 7: Conflict of Interest Prohibited

The Sponsor shall not participate in the performance of any duty in whole or in part pursuant to this Agreement to the extent participation is prohibited by Chapter 42.18 RCW, the Executive Conflict of Interest Act, or any other federal, state or local similar conflict act which may apply to the Sponsor. The IAC may, by written notice to the Sponsor, terminate this Agreement if it is found after due notice and examination by the IAC or the Director that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, chapter 42.22 RCW; or any similar statute or ordinance involving the Sponsor in the procurement of, or performance under, this Agreement.

The existence of facts upon which the IAC or the Director makes any determination under this section may be an issue under, and may be reviewed as is provided in, the disputes section of this Agreement, upon agreement of the parties.

Section 8: Requirements of the National Park Service

If the Project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund, the Project Agreement General Provisions as contained in Section 660.3 Attachment B of the Land and Water Conservation Grant Manual as now existing or hereafter amended are made part of this Agreement, and the Sponsor shall also abide by these Agreement General Provisions. Further, the Sponsor agrees to provide the IAC with reports or documents needed by the IAC to meet the requirements of the Agreement or Section 660.3 Attachment B of the Land and Water Conservation Grant Manual.

Section 9: Acknowledgements and Signs

- (A) The Sponsor shall include language which acknowledges the funding contribution of the IAC to this Project in any release or other publication developed or modified for, or referring to, the Project.
- (B) The Sponsor also shall post signs or other appropriate media at Project entrances and other locations on the Project which acknowledge the IAC's funding contribution as provided by IAC policy, unless waived by the Director.
- (C) The Sponsor shall notify the IAC no later than two weeks prior to a dedication ceremony for this Project. The Sponsor shall verbally acknowledge IAC's funding contribution at all dedication ceremonies.

Section 10: Project Funding

- (A) The IAC shall not be obligated to pay any amount beyond the IAC's dollar amount or the Project percentage as identified in this Agreement (whichever amount is less), unless that additional amount has been approved in advance by the IAC, or by the Director, and incorporated by written amendment into this Agreement.
- (B) No expenditure made, or obligation incurred, by the Sponsor prior to the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically approved by the IAC or the Director. The dollar amounts identified in this Agreement shall be reduced as necessary to exclude any such expenditure from participation.
- (C) No expenditure made, or obligation incurred, following the termination date shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the IAC may have under this Agreement, the amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

Section 11: Project Reimbursements

- (A) Disbursement of grant monies by the IAC to the Sponsor under this Agreement shall be made in accordance with applicable statutes, rules and IAC policies, all conditioned upon proof of compliance with the terms of this Agreement by the Sponsor. The IAC reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the Sponsor until the Project has been completed and approved by the Director. A Project is considered "complete" when (1) all approved or required activities (acquisition, development, maintenance, education and enforcement, etc.) are complete, (2) on-site signs are in place (if applicable), (3) a final Project report is submitted to IAC with the Sponsor's final request for reimbursement, (4) the completed Project has been approved by the IAC, and (5) fiscal transactions are complete,
- (B) The obligation of the IAC to pay any amount(s) under this Agreement is expressly conditioned upon strict compliance with the terms of this Agreement by the Sponsor.
- (C) Sponsor must submit at least one invoice voucher a year but should not submit more than one voucher per month. A year end voucher should account for all activity up to and including June 30, the last day of the State's fiscal year. Sponsors should submit the year-end billing to the IAC not later than July 15th of each year. Final reimbursement requests should be submitted to the IAC within ninety (90) days of either completion of the Project or the termination date, whichever comes first.
- (D) Reimbursement for real property acquisition, either fee or less than fee interests, is based on the land values established per IAC guidelines. IAC will not reimburse for partial acquisition costs or any interest payments associated with the acquisition of real property purchased on installment.

Section 12: Non-availability of Funds

If amounts sufficient to fund the grant made under this Agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to the IAC for expenditure for this Agreement in any biennial fiscal period, the IAC shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If the IAC participation is suspended under this section for a continuous period of one year, the IAC's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

Section 13: Records and Reports

The Sponsor agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Sponsor's contracts, contract administration, and payments, including all direct and indirect charges, and expenditures in the development and implementation of the Project.

The Sponsor shall retain all records related to this Agreement and the Project funded hereunder for a period of at least seven (7) years following completion of payment of the grant under this Agreement.

The Sponsor's records related to this Agreement and the Project receiving grant funds hereunder may be inspected by the IAC or its designee, or by designees of the State Auditor's Office or by federal officials authorized by law, for the purposes of determining compliance by the Sponsor with the terms of this Agreement, and to determine the appropriate level of funding to be paid under the subject grant. On reasonable notice, the records shall be made available by the Sponsor together with suitable space for such inspection at any and all times during the Sponsor's normal working day.

The Sponsor shall promptly submit any reports required. The Sponsor shall submit a final report when the Project is completed, prematurely terminated, or financial assistance is terminated. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the Project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed Project. The report shall account for all expenditures not previously reported and shall include a summary for the entire Project.

Section 14: Authority to Inspect/Right of Entry

The IAC or its designees reserves the right to enter and inspect any lands acquired and/or facilities developed under the terms of this Agreement. On reasonable notice, the lands and facilities within the terms of this Agreement shall be made available for entry and inspection at any time during the Sponsor's normal working day.

Section 15: Provisions Applying to Acquisition Projects

The following provisions shall be in force only if the Project described in this Agreement is for the acquisition of outdoor recreation or habitat conservation land or facilities:

- (A) When Federal Land and Water Conservation Funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and the applicable regulations and procedures of the Department of the Interior implementing that Act.
- (B) When state funds are included in this Project, the Sponsor, if required by law, agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess., RCW 8.26.010), and Chapter 468-100 WAC.
- (C) In the event that housing and relocation costs, as required by federal law set out in subsection (A) above and state law set out in subsection (B) above, are involved in the execution of this Project, the Sponsor agrees to provide any housing and relocation assistance that may be necessary, with the understanding that eligible relocation costs may be part of the total Project cost.
- (D) Evidence of Land Value Prior to disbursement of funds by the IAC as provided under this Agreement, the Sponsor agrees to supply evidence to the IAC that the land acquisition cost has been established as per IAC procedural guidelines, which are incorporated by this reference.
- (E) Evidence of Title The Sponsor agrees to show the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance by the IAC.
- (F) Deed of Right to Use Land for Public Purposes The Sponsor agrees to execute an instrument or instruments which contain (1) a legal description of the property acquired under this Agreement, (2) a conveyance to the State of Washington of the right to use the described real property forever for outdoor recreation or habitat conservation purposes, and (3) a promise to comply with applicable statutes, rules, and IAC policies with respect to conversion of use.

Section 16: Provisions Applying to Development Projects

The following provisions shall be in force only if the Project described in this Agreement is for development of outdoor recreation or habitat conservation land or facilities:

- (A) Construction Document Review and Approval The Sponsor agrees to submit one copy of all construction plans and specifications to the IAC for review. Review and approval by the IAC will be for compliance with the terms of this Agreement.
- (B) Contracts for Construction Contracts for construction shall be awarded through a process of competitive bidding if required by state law. Copies of all bids and contracts awarded shall be retained by the Sponsor and available for IAC review. Where bids are substantially in excess of Project estimates, the IAC may, by notice in writing, suspend the Project for determination of appropriate action, which may include termination of the Agreement.
- (C) Construction Contract Change Order Sponsors must get prior written approval for all change orders that reduce or significantly change the scope of the Project, as finally approved by the IAC.

- (D) **Nondiscrimination Clause** Except where a nondiscrimination clause required by the United States Department of the Interior is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this Project:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, marital status, or presence of physical, sensory or mental disabilities. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, age, sex, national origin, marital status, or presence of physical, sensory or mental disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to put in a conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex, national origin, marital status, or presence of physical, sensory, or mental disabilities.
- (3) The contractor will send to each labor union or representative or workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will include the provisions of the foregoing paragraphs in every subcontract exceeding \$10,000, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the IAC or the Director may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section 17: Hazardous Substances

- (A) The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances and certify that no hazardous substances were found on the site.
- (B) Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.

- (C) "Hazardous substance" means "hazardous substance" as defined in RCW 70.105D.020(5).

"Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant, as defined in or regulated now or in the future by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. -- 9601 et seq., the Resource Conservation Recovery Act ("RCR"), 42 U.S.C. -- 6901 et seq., the Safe Drinking Water Act, 42 U.S.C. -- 300(f) et seq., the Toxic Substances Control Act, 15 U.S.C. -- 2601 et seq., the Washington State Model Toxics Control Act, RCW Ch. 70.105, any so-called "superfund" or "superlien" law, and any other federal, state, or local law, regulation, ordinance, or order or common law decision, including without limitation, asbestos, polychlorinated biphenyls (PCB's), petroleum and petroleum-based derivatives, and urea formaldehyde.

- (D) The Sponsor will defend, protect and hold harmless IAC and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property being acquired.

Section 18: Restriction on Conversion of Facility to Other Uses

The Sponsor shall not at any time convert any real property acquired or any facility developed pursuant to this Agreement to uses other than those purposes for which assistance was originally approved, without the approval of the IAC, in compliance with applicable statutes, rules, and IAC policies as identified in this Agreement. It is the intent of the IAC conversion policy that all lands acquired and all lands developed with funding assistance from the IAC remain in the public domain in perpetuity unless otherwise identified in the Agreement.

By IAC policy and federal law a conversion may occur when any of the following situations happen:

- (A) Property interests are conveyed for non-public outdoor recreation or habitat conservation uses;
- (B) Non-outdoor recreation or habitat conservation uses (public or private) are made of the Project area, or portion thereof;
- (C) Non-eligible indoor recreation facilities are developed within the Project area without prior approval of the IAC; or
- (D)
 - (1) Outdoor Recreation Projects - Public use of the property acquired or developed with IAC assistance is terminated.
 - (2) Habitat Conservation Projects - The property acquired no longer meets or conforms to the intent of the category in which it was funded.
- (E) A major change in scope, per the Agreement, without prior approval of the IAC. When approved by the Committee or the Director, certain elements can be deleted from the terms of the executed Agreement without triggering a conversion or requiring replacement by the Sponsor of similar facilities. The deletions may happen when it is determined that the elements are not needed or are unable to be retained for public use due to one or more of the following conditions:
 - Obsolescence
 - Extraordinary Vandalism
 - Acts of Nature
 - They have reached the limits of their expected life span

Section 19: Use and Maintenance of Assisted Projects

The Sponsor shall operate and maintain, or cause to be operated and maintained, any property or facilities which are the subject matter of this Agreement as follows:

- (A) The property or facilities shall be maintained so as to appear attractive and inviting to the public.
- (B) All facilities shall be built and maintained in accordance with applicable federal, state, and local public health standards and building codes.
- (C) The property or facilities shall be kept reasonably safe for public use.
- (D) All IAC assisted improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage or prevent public use.
- (E) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
- (F) The property or facility shall be open to everyone without restriction because of race, creed, color, age, sex, national origin, marital status, presence of physical, sensory or mental disabilities, or residence of the user.
- (G) The Sponsor agrees to operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

Section 20: User Fees and Charges

User, or other types of fees may be charged at the Project site or in connection with the Project described by this Agreement, provided that the fees and charges are commensurate with the prevailing range of public fees and charges within the State for the particular activity involved.

Reasonable differences in admission and other fees may be maintained on the basis of residence. Fees charged to nonresidents may not exceed twice that charged to residents. Where there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable federal, state or local public facilities.

Unless precluded by state law, all revenues from fees and charges which exceed the costs for operation and maintenance of the area from which they were collected must be deposited in a capital reserve fund identifiable within the Sponsor's official annual budget(s), for future acquisition, development, redevelopment or renovation of facilities or property at the assisted Project site. Such funds may not be used for operation and maintenance of other facilities.

Section 21: Provisions Related to Nonprofit Project Sponsors

The Sponsor agrees to maintain the nonprofit or not-for-profit organization status, including registering with the Washington Secretary of State and the United States Internal Revenue Service throughout the Sponsor's obligation to the Project as identified in this Agreement.

Should the Sponsor fail to operate the assisted facility due to insolvency, government order, lack of operating and maintenance funds, or any other reason, the Project will be considered converted and subject to all remedies available to the IAC.

Section 22: Liability Insurance Requirements for Firearm Range Project Sponsors

The Sponsor shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.

- (A) The liability insurance policy, including any endorsement or addition, shall name Washington State and the IAC and its members as additional insureds and shall be in a form approved by the Committee or its Director.
- (B) The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the Project as identified in this Agreement.
- (C) The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to the IAC not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- (D) The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the IAC.
- (E) By this requirement, the IAC does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based upon such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

Section 23: No Waiver by IAC/Remedies

Waiver by the IAC of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach and should not be construed to be a modification of the terms of the Agreement unless stated to be such in writing by the Director, or his or her designee. The IAC does not waive any of its rights or remedies under this Agreement should it: (a) fail to insist on strict performance of any of the terms of this Agreement, or (b) fail to exercise any right based upon a breach of this Agreement.

Section 24: Application Representations -- Misrepresentation or Inaccuracy a Breach

The IAC relies upon the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

Section 25: Indemnity

The Sponsor, its successors or assigns, will protect, save, and hold harmless the IAC, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omission of the Sponsor, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities of the Project. The Sponsor further agrees to defend the IAC, its agents or employees in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced arising out of or in connection with acts or activities of the Project. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the IAC or its authorized agents or employees; Provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the IAC, its agents or employees and (b) the Sponsor, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sponsor or its agents or employees.

Section 26: Termination and Other Remedies.

The IAC may require strict compliance by the Sponsor with the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and IAC policies which are incorporated into this Agreement, and with the representations of the Sponsor in its application for a grant as finally approved by the IAC.

The IAC, or the Director, may suspend, or may terminate, the IAC's obligation to provide funding to the Sponsor under this Agreement:

- (A) In the event of any breach by the Sponsor of any of the Sponsor's obligations under this Agreement; or
- (B) If the Sponsor fails to make progress satisfactory to the IAC or the Director toward completion of the Project by the completion date set out in this Agreement; or
- (C) If, in the opinion of the IAC or the Director, the Sponsor fails to make progress necessary to complete any other project assisted with grant funds from the IAC within the completion date set out by agreement with the IAC for that project.

In the event this Agreement is terminated by the IAC, or the Director, under this section or any other section after any portion of the grant amount has been paid to the Sponsor under this Agreement, the IAC may require that any amount paid be repaid to the IAC for redeposit into the State Account from which the funds were derived.

The Sponsor understands and agrees that the IAC may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the Project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the IAC. No remedy available to the IAC shall be deemed exclusive. The IAC may elect to exercise any, any combination, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

Section 27: Disputes

When a bona fide dispute arises between the IAC or its Director and the Sponsor which cannot be resolved between those parties, the parties may agree that the disputes process set out in this section shall be used prior to any action being brought in court. Either party may request a disputes hearing hereunder. The request for a disputes hearing must be in writing and clearly state: (a) the disputed issues; (b) the relative positions of the parties regarding those issues as then understood by the requesting party; (c) the Sponsor's name, address, Project title, and the IAC's Project number. In order for this section to apply to the resolution of any specific dispute or disputes the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the Director and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the chairperson of the IAC.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

Section 28: Governing Law/Venue

This Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in the Superior Court in and for Thurston County.

Section 29: Severability

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.

-- END --

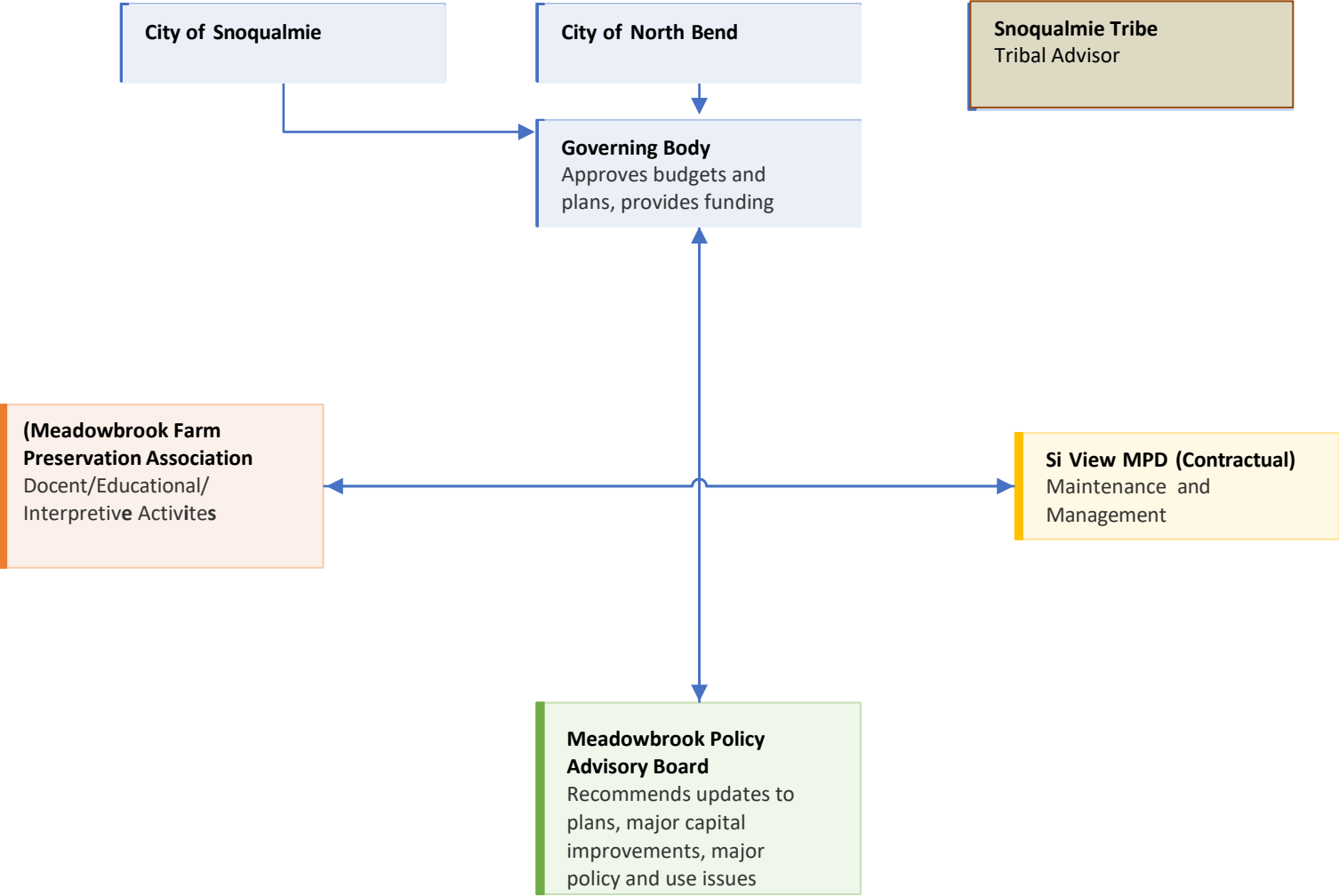
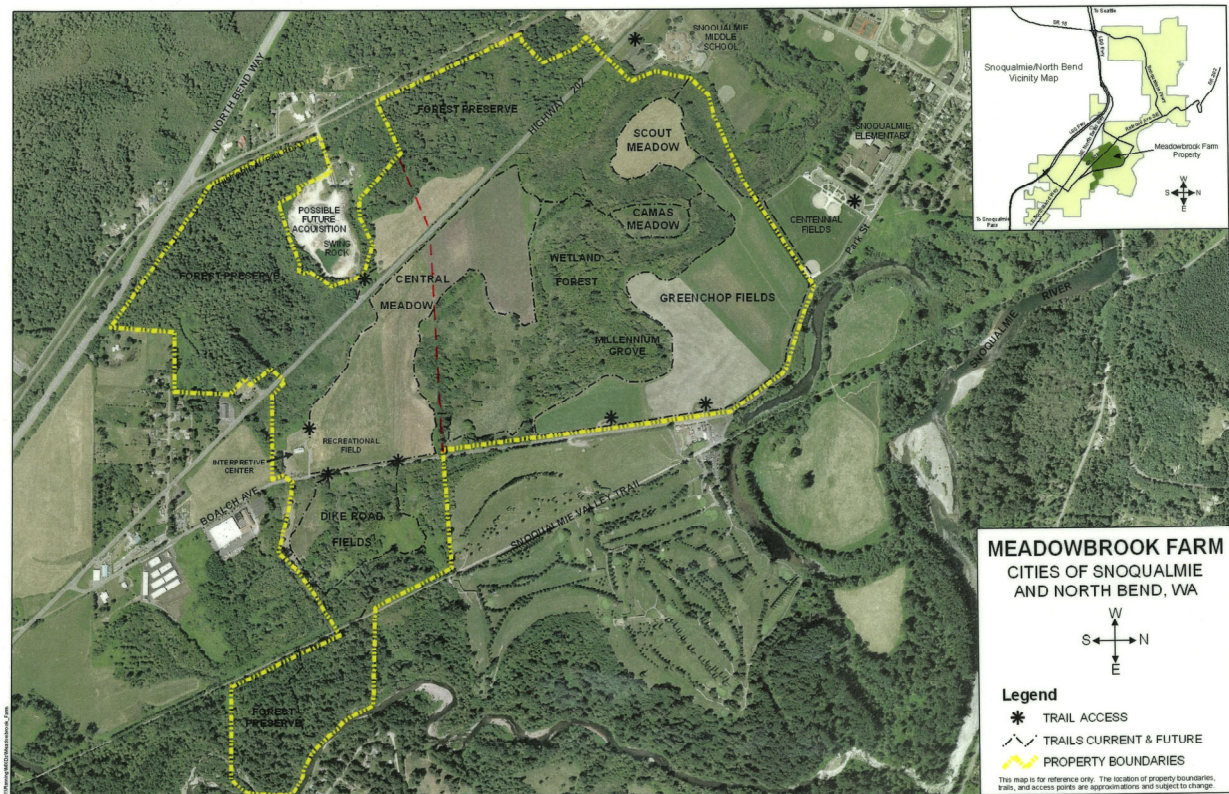


EXHIBIT D

- North Bend Staff Representative
- Snoqualmie Staff Representative
- Snoqualmie Tribe Representative
- Meadowbrook Farm Preservation Association Representative
- Snoqualmie Valley Historical Museum Representative
- School District Representative
- Mountains to Sound Greenway Trust Representative
- King County Representative
- Upper Snoqualmie Valley Elk Management Group Representative

Exhibit A – Meadowbrook Farm Boundary and Included Parcels



Parcels within the boundary of Meadowbrook Farm include the following (as of 8/22/2023):

Meadowbrook Farm Parcels within the Snoqualmie City Limits:

3224089104, 3224089105, 3224089107, 3224089108, 3224089109, 3224089110, 0523089050, 0523089051, 0523089052, 0523089053, 0523089054.

Meadowbrook Farm Parcels within the North Bend City Limits:

0523089004, 0523089055, 0523089056, 0423089004, 0423089010, 0423089024, 0423089030, 0423089032, 0423089035, 5418700095, 5418700120, 5418700125, 5418700130, 5418700135.



King County Conservation Futures Program Manual

December 2022

King County Conservation Futures Program Manual

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Available online at: www.kingcounty.gov/CFTapplication

SECTION 1. OVERVIEW

Conservation Futures Funding Source

Conservation futures tax levy (“CFT”) is a property tax levy that was authorized by the State of Washington in the 1970s. Counties may collect up to 6.25 cents per \$1,000 of assessed value to acquire open space lands in fee, acquire easements, or otherwise conserve land.

King County began collecting a CFT levy in 1982, the first county in Washington to do so. King County adopted the maximum allowable levy rate of 6.25 cents per \$1,000 of assessed value. Due to limits on property tax collection, in 2019 the levy rate is 3.4 cents per \$1,000 of assessed value. In 2019, King County CFT levy collections are projected to exceed \$20 million.

CFT tax levy dollars are the source of funding for the CFT grant program. CFT funding awards have protected >100,000 acres of open spaces, parks, trails, natural areas, urban greenspaces, forests, farmlands, and shoreline throughout King County, in cities and the unincorporated area.

Historically, approximately 50% of the yearly revenues have been awarded to projects through a competitive annual award process (for example, FY 2019 annual award funding is \$12.4 million). The remaining yearly revenues have been used to pay debt service on past bonds that were issued for major open space purchases. In 2018, a policy was added to King County Code that allows up to 80% of collections to be used for debt service.

Policy Basis

This Program Manual reflects conservation futures requirements in state law (Revised Code of Washington, or “RCW”) and King County Code (“KCC”), adopted policies, and practices. The primary state law, county code, and policies that govern the King County CFT program include: chapter 84.34 RCW, chapter 26.12 KCC, and the Application Evaluation Criteria and General Conditions adopted in Motion 15513.

Conservation Futures Goals

King County Code describes the goals of the county conservation futures tax allocations over time as follows. “In accordance with chapter 84.34 RCW, the county shall maintain, preserve, conserve, expand and otherwise continue in existence adequate open space lands, and the county shall also achieve a broad geographical distribution of conservation futures proceeds.

Conservation futures proceeds shall be allocated in a manner that addresses equity and social justice by providing open spaces in communities in greatest need.” (KCC 26.12.005)

SECTION 2. ADVISORY COMMITTEE AND STAFFING

The King County Conservation Futures Advisory Committee (“Committee”) is a volunteer board with 16 positions that are appointed by the King County Executive and confirmed by the King County Council. The Committee’s primary role is to review applications for CFT funding and make funding recommendations to the Executive and the King County Council. Membership is comprised of:

- One individual from each King County Council district (nine total)
- Four individuals from council-at-large appointments (coordinated by the King County Council Chair)
- Three individuals from executive-at-large appointments (coordinated by the King County Executive)

The King County Department of Natural Resources and Parks appoints a CFT program coordinator to oversee the administration of the CFT funding program and the Committee process. The CFT program coordinator is the point of contact for all CFT-related questions (see *Section 11 - Contact Information*).

SECTION 3. APPLICATION TIMELINE

The typical yearly application and award timeline is as follows.

January	CFT program coordinator announces the annual CFT application process on the website and by email to agencies & interested parties.
March	Applications due in early March.
March to June	Committee reviews applications, conducts site visits with applicants, and determines its project funding recommendations.
By July 1	Committee provides a funding recommendation report to the King County Executive and the King County Council. Report is shared with all CFT funding applicants.
September	King County Executive makes CFT award recommendations by ordinance.
Late fall	The King County Council makes final decisions about CFT funding awards and adopts awards by ordinance (typically November). CFT program coordinator notifies the applicants of final award decisions.
During the following year, the CFT program coordinator works with successful applicants to make awarded funding available.	

The timeline could vary in years when CFT bond funding is available for application and award.

SECTION 4. ELIGIBILITY TO APPLY FOR AND RECEIVE FUNDING

CFT funding awards can only be made to the following eligible parties (based on RCW 84.34.210 and KCC 26.12.010):

- agencies (county, cities, towns, metropolitan park districts)
- eligible nonprofit historic preservation corporations¹
- eligible nonprofit nature conservancy corporation or associations²

While not eligible to receive awards, applications for CFT funding may also be made by other nongovernmental organizations or individuals. An applicant that is not eligible to receive CFT funding can work in partnership with a governmental agency or an eligible nonprofit who can receive awards and own CFT-funded land.

Properties purchased with CFT funding must always remain in the ownership of an eligible party as listed above.

SECTION 5. ELIGIBLE OPEN SPACE LANDS & PROPERTY INTERESTS

Properties eligible for funding must meet the definitions of open space land in RCW 84.34.020, which describes open space lands as land area that, if preserved, would:

- | | |
|---|--|
| • conserve or enhance natural or scenic resources | reservations, sanctuaries, or other open space |
| • protect streams or water supply | • enhance recreation opportunities |
| • promote conservation of soils, wetlands, beaches, or tidal marshes | • preserve historic sites |
| • enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature | • preserve visual quality along highway, road, and street corridors or scenic vistas |
| | • retain urban open spaces |
| | • preserve farm and agricultural land |

¹ "Nonprofit historic preservation corporation" means an organization which qualifies as being tax exempt under 26 U.S.C. section 501(c)(3) of the United States Internal Revenue Code of 1954, as amended, and which has as one of its principal purposes the conducting or facilitating of historic preservation activities within the state, including conservation or preservation of historic sites, districts, buildings, and artifacts. (RCW 64.05.130)

² "Nonprofit nature conservancy corporation or association" means an organization which qualifies as being tax exempt under 26 U.S.C. section 501(c) (of the Internal Revenue Code) as it exists on June 25, 1976 and one which has as one of its principal purposes

- the conducting or facilitating of scientific research;
- the conserving of natural resources, including but not limited to biological resources, for the general public;
- or the conserving of open spaces, including but not limited to wildlife habitat to be utilized as public access areas, for the use and enjoyment of the general public. (RCW 84.34.250, bullets added)

King County Code defines ‘open space land’ as “the fee simple interest in open space land, farm and agricultural land, and timberland as such are defined in chapter 84.34 RCW, including urban greenspaces³ in dense urban environments, for public use or enjoyment, or any lesser interest in those lands, including development rights, conservation futures, easement, covenant or other contractual right necessary to protect, preserve, maintain, improve, restore, limit the future use of or otherwise conserve the land.” (KCC 26.12.003.I)

CFT funding may be used to acquire property interests on open space lands such as:

- fee title to properties (i.e. purchasing the property outright)
- less-than-fee property rights such as easements or development rights to achieve conservation goals, while the property remains in private ownership

The applicant may seek to protect a parcel in its entirety, or to protect just a portion of a parcel. Applications often propose to conserve more than one parcel.

CFT funding may not be used to acquire any property interest through the exercise of the power of eminent domain or condemnation (KCC 26.12.010.H).

SECTION 6. EVALUATION CRITERIA

CFT Application Evaluation Criteria were adopted by Motion 15513. The following are the “Open Space Resources” criteria described in the motion:

- | | |
|---|---|
| • wildlife habitat or rare plant reserve | • park, open space or natural corridor addition |
| • salmon habitat and aquatic resources | • passive recreation opportunity in an area with unmet needs |
| • scenic resources | • projects that seek to redress historic disparities in access to open space in opportunity areas |
| • community separator | |
| • historic or cultural resources | |
| • urban passive-use natural area or greenbelt | |

The motion also describes “Additional Factors” that are to be considered as criteria:

- | | |
|---|---|
| • educational or interpretive opportunity | • identification in an adopted park, open space, comprehensive, or community plan |
| • impact to open space resources | • Transferable Development Rights (TDR) participation |
| • feasibility: ownership complexity, willing seller(s), community support | |
| • partnerships | |

³ “Urban greenspaces” as used in CFT can refer to a variety of parks and open spaces in an urban setting that meet CFT use requirements (for example, it may include a small park with grassy areas, a small playground, and picnic tables; a forested greenbelt with trails; a regional trail; a community garden)

The Committee also considers anticipated stewardship and maintenance of property, regional significance, availability of match, equity, and adopted financial policies.

SECTION 7. ALLOWABLE USES

Adopted Policy Guidance

King County Council Motion 15513 adopted the following policies for use of CFT funding, as “General Conditions” #3 and #4:

“3. Future use of the property is restricted to low impact, passive-use recreation, which means that development of facilities to support organized/structured athletic activities such as ballfields, courts, and gyms is not allowed. Small playgrounds for children are allowed, within the 15% non-vegetative impervious surface limit described below, not to exceed 5,000 square feet, and compatible with the other open space values of the property. Future use is further limited to non-motorized use, except as is necessary for the following types of uses (and provided in a way that protects open space resources): maintenance, staging areas, entrance roads, and parking to provide public access.

4. A maximum of 15% of the total surface area of a proposed acquisition project may be developed or maintained with non-vegetative impervious surfaces. Trail surfaces (soft-surface or paved) are not included in the calculation of this restriction. This percentage may be adjusted in instances where the Advisory Committee recommends, and the King County Council determines, that parking or other developed features necessary for the use of the site are required, are compatible with open space resources, and would exceed the 15% limit (e.g., scenic viewpoints).”

Allowable Uses

Examples of allowable passive recreational uses on CFT-funded lands include:

- hiking
- walking
- horseback riding
- mountain biking on dispersed trails
- fishing
- gardening or farming
- playing on playgrounds
- free play on grass (e.g. kicking a ball or tossing a frisbee around)
- picnicking
- nature viewing

Other uses may also be compatible that do not require significant built infrastructure or programming.

On CFT-funded lands, green stormwater infrastructure approaches may focus on protecting natural landscapes that retain and infiltrate stormwater, add features that function and look like natural systems such as wetlands, and treat runoff from parking lots or impervious surfaces on the property (and nearby area) using features such as rain gardens and bioswales.

Incompatible Uses and Infrastructure

Recreational uses that require extensive/intensive infrastructure, development, and/or programming are typically not compatible with CFT funding. Examples of incompatible uses and infrastructure include:

- ballfields
- golf course
- disc golf course
- campgrounds
- fenced off-leash dog parks
- mountain biking park with a high density of trails and/or constructed course features
- dedicated equestrian training area with constructed course features

Regularly scheduled, organized events that could damage the site's resources are not compatible with CFT funding.

Compatible Infrastructure – Within the 15% Limit

Development that supports low-impact passive recreational uses is allowed, subject to the 15% limit on non-vegetative impervious surfaces. Trail surfaces (both paved and unpaved) do not count toward the 15% limit. Compatible infrastructure that may be built within the 15% limit includes features such as (see above, Allowable Uses, about considering green stormwater infrastructure to treat runoff if possible) :

- parking lots
- trailheads
- kiosks
- restrooms
- picnic tables
- picnic shelters
- small playgrounds (<5,000 s.f.)

Generally, on CFT-funded parks and open spaces there should not be permanent structures other than those passive recreation amenities noted above. There may be situations where other minor structures directly related to allowable uses of the site may be appropriate (e.g., a tool shed or greenhouse on a community garden; farm buildings if purchasing a farmland). Maintenance shops may be a temporary use in some cases.⁴

Accommodating More Intensive Uses or Infrastructure

An applicant may seek to secure CFT funding only for a portion of a larger site, proposing to use the remainder of the site to support more intensive recreation or infrastructure that is not compatible with CFT funding.

⁴ In limited circumstances, the CFT Advisory Committee may approve retaining an existing building on the property for a period of time to be used as a maintenance shop to maintain the CFT-funded property, within the 15% non-vegetative impervious surface limit. That proposal should be noted in the application. CFT funding cannot pay for the value of the structure used for a shop, and the funding used for structure purchase would not count as match to CFT funding. The building should be demolished when maintenance use ceases, and it should not be a long-term use on the property.

In such cases, the application could identify the specific CFT-eligible portion of the property that would meet CFT use and infrastructure requirements. The CFT-eligible portion of the property could be purchased with 50% CFT funding and 50% match funding (unless it qualifies for a match waiver, see Section 8). The funding used to purchase the remaining non-CFT-eligible portion of the site cannot count as match for CFT funding. The cost of the CFT-eligible portion of the property would need to be specifically evaluated, likely requiring analysis through an appraisal.

Applying CFT to only a portion of the site does not require a boundary line adjustment or legal lot segregation; the designation of where funding applies can be made administratively and referenced on the deed.

After an award is made and land has been purchased, if the owner of a CFT-funded property seeks to allow more intensive uses or development, the owner may follow conversion procedures to provide replacement land or reimbursement funding in order to remove CFT funding restrictions from the site (see *Section 10 – Award Administration/Conversions*).

Charging Fees

Fees may be charged on CFT-funded property subject to other applicable laws and regulations.

SECTION 8. MATCH

Match Requirement

For most projects, the agency or nonprofit must commit to providing a matching contribution that is no less than the amount of CFT funding awarded to the project, before CFT funding is paid to the agency or nonprofit. This is often referred to as a dollar-for-dollar match.

KCC 26.12.010E identifies allowable sources of match:

1. cash
2. land match with a valuation verified by a reviewed appraisal
3. the cash value, excluding King County Conservation Futures contributions, of other open spaces acquired within the previous two years from the date of the submittal of the application by the agency or nonprofit organization

The latter two types of match should be directly linked to the property under application and meet CFT allowable use policies (see *Section 7 – Allowable Uses*).

While match must be secured before CFT funding is paid to the award recipient, match does not have to be secured at the time of application for CFT funding. CFT funding is sometimes the first funding awarded to a project, helping a project secure awards from other grant sources.

Match Waiver for Opportunity Area Projects

Some projects may qualify for a “match waiver,” meaning that CFT funding could pay 100% of the eligible project acquisition costs.

The match waiver policy was designed to help fund projects that would provide parks and open spaces in the most under-served parts of the county, where “past history of inequities, discrimination, injustices, and limited regional investment is evident today.”⁵ Providing a match waiver is intended to help “eliminate disparities in access to public open spaces and trails in communities with the greatest and most acute needs.”⁶

A project may qualify for a match waiver if it is determined to be located in an “opportunity area,” by one of two methods as described below.

Method 1. Meeting Three Mapped Criteria

Project is located in a part of the county with the lowest incomes, highest hospitalization rates, and no nearby open spaces (as mapped by King County DNRP).

Described in code as:

1. Areas within King County that:
 - a. are located in a census tract in which the median household income is in the lowest one-third for median household income for census tracts in King County;
 - b. are located in a ZIP code in which hospitalization rates for asthma, diabetes and heart disease are in the highest one-third for ZIP codes in King County; and
 - c. are within the Urban Growth Boundary and do not have a publicly owned and accessible park or open space within one-quarter mile of a residence, or are outside the Urban Growth Boundary and do not have a publicly owned and accessible park or open space within two miles of a residence. (KCC 26.12.003J):

Method 2. Qualitative Method

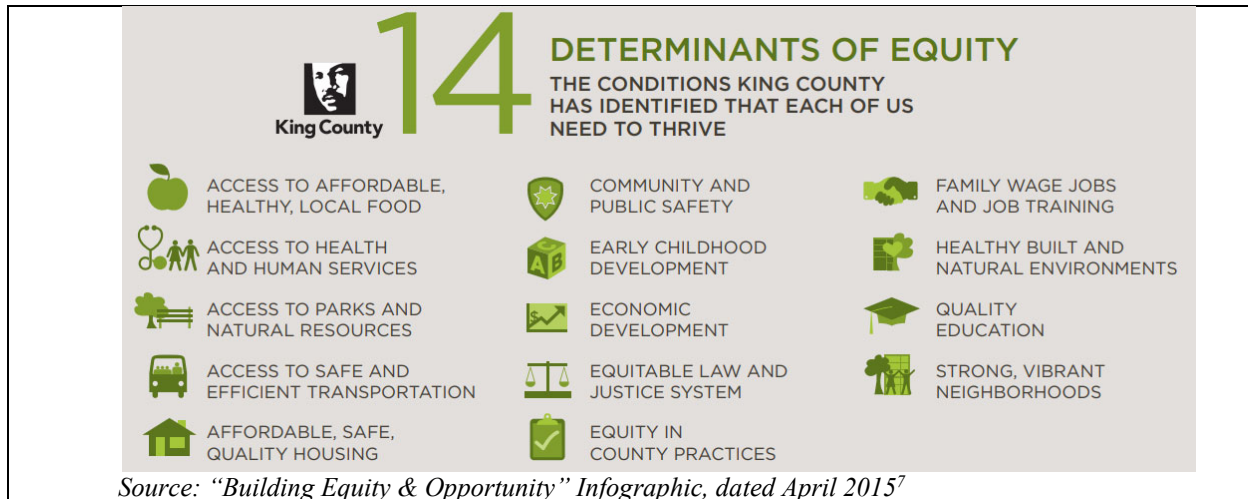
CFT Committee determines that residents in the project area, or the population served by the project, experience disproportionately limited access to open spaces, and demonstrated hardships related to income, health, social, environmental or other factors.

Described in code as:

2. Areas where the project proponent or proponents can demonstrate, and the advisory committee determines, that residents living in the area, or the populations the project is intended to serve,
 - disproportionately experience limited access to public open spaces and
 - experience demonstrated hardships including, but not limited to, low income, poor health and social and environmental factors that reflect a lack of one or more conditions for a fair and just society as defined as "determinants of equity" in K.C.C. 2.10.210. (KCC 26.12.003J)

⁵ King County Land Conservation Advisory Group, Final Report, Dated December 2017, page 15 (available at: <http://kingcounty.gov/land-conservation>)

⁶ Ibid, page 16



Applying for a Match Waiver/Opportunity Area Determination

An applicant seeking a match waiver should contact the CFT program coordinator well in advance of application submittal to discuss the proposal, and to receive a data report on how the project meets certain relevant criteria.

The applicant needs to make the case in the application that they are in an opportunity area and thus eligible for a match waiver. Information in the data report may be used in completing the application; the applicant is welcome to provide other relevant information.

Opportunity area proposals should have engagement and collaboration with community-based organizations and/or members of the community. Collaboration can be demonstrated through at least two letters of support and a description of community outreach held to date, or planned in the future. In reviewing how a project meets criteria, proposals that demonstrate community support would be prioritized higher than those without demonstrated support.

During project review, the Committee will determine whether the project meets opportunity area criteria and qualifies for a match waiver. As with every other application, the project will also be reviewed on its merits and how it meets CFT criteria and policies (see *Section 6 - Evaluation Criteria*). The Committee would then determine whether to recommend a funding award.

The applicant is asked on the application if the Committee should consider the project for a standard CFT funding award (requiring dollar-for-dollar match) if the Committee determines that the project does not meet opportunity area criteria and does not qualify for a match waiver.

SECTION 9. ELIGIBLE COSTS

The following is a list of acquisition-related costs eligible for CFT funding, as described in KCC 26.12.010.H (bullets added for clarity):

⁷ <https://www.kingcounty.gov/elected/executive/~media/B102A4C8AAE440F1A79BCE76986E80F5.ashx?la=en>

“Disbursement requests shall be made only for:

- capital project expenditures that include all costs of acquiring real property, including interests in real property

and the following costs, though it shall not include the cost of preparing applications for conservation futures moneys:

- cost of related relocation of eligible occupants
- cost of appraisal
- cost of appraisal review
- cost of title insurance
- closing costs
- pro rata real estate taxes
- recording fees
- compensating tax
- hazardous waste substances reports
- directly related staff costs
- related legal and administrative costs”

For most projects, CFT funding can pay up to 50% of eligible costs (up to the total amount of CFT funding awarded to a project), with the remaining costs paid by matching funding. For opportunity area projects that qualify for a match waiver, CFT funding may pay up to 100% of eligible costs.

The purchase price of the property should be determined by a reviewed appraisal; i.e., the property should be valued based on an appraisal, and that appraisal should be reviewed by an independent third-party appraiser. (KCC 26.12.010.H and 26.12.003.L)

SECTION 10. AWARD ADMINISTRATION

Award Agreements

The CFT program coordinator works with governmental agencies such as cities or park districts to create or amend Interlocal Cooperation Agreements in order to disburse funding to acquisition projects. The CFT program coordinator works with nonprofits on award agreements. These agreements and amendments are typically when an acquisition is successful but can be put in place before project completion.

Deed Restriction

CFT-funded property must be managed in accordance with the funding source requirements in perpetuity, and must remain under the ownership of an entity eligible to receive CFT funding (see *Section 4 – Eligibility to Apply for and Receive Funding*). All properties purchased in fee with CFT funding must have the following language recorded on the deeds (acquisitions by nonprofits may have additional deed language or recorded instruments required):

The property herein conveyed was purchased with King County Conservation Futures Tax Levy funds and is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, et seq., and King County Code 26.12.005, et seq.

If CFT funding is used to acquire only a portion of a site, the document should specify the restricted footprint through a written description and/or a map. If CFT funding is used to acquire a conservation easement or other less-than-fee interest, the recorded document should cite CFT funding in a manner similar to the deed restriction above. This deed restriction should also be applied to properties used as match.

Deeds will be reviewed when a reimbursement request is made. If the deed lacks the appropriate language, the award recipient can work with the CFT program coordinator to record a declaration of restrictive covenant.

Reimbursement

Refer to *Section 9 – Eligible Costs* above for a list of costs that are eligible for CFT funding once an award agreement is in place.

Often CFT funding is provided as reimbursement for completed acquisitions, based on an invoice and supporting documentation (e.g., closing statement, wire transfer, recorded deed, deed restriction documentation, invoices for appraisals, payroll reports). It may be possible for King County to make funding available during the acquisition process once an award agreement is in place (e.g. making CFT funding available to the title company for escrow at the time of purchase).

Retroactivity for Prior Costs

At times, an applicant may need to incur costs (e.g., order title and appraisal) or even purchase a parcel in advance of applying for or receiving a CFT award. Those expenditures may be able to be counted as match and/or receive CFT reimbursement if the project is awarded CFT funding. There is no requirement to file prior notice with the CFT program if making advance expenditures, but discussion with the CFT program coordinator is always recommended. If seeking to count previously incurred costs or property expenditures as match, the applicant should review CFT policies and match guidelines to ensure these costs can qualify. There is no guarantee that CFT funding will be awarded to a project which makes advance expenditures or land purchases.

Scope Changes

A CFT award recipient can contact the CFT program coordinator to discuss potential changes or clarifications to scope (e.g., acquisition failed on the target parcel so the project manager seeks to add a new parcel to the scope, or to shift focus to parcels previously identified as secondary priorities in the scope). Some scope changes may be made during the year. Scope changes can also be requested during the annual reporting process, with requested changes typically discussed at the Committee's "Project Progress Review and Supplemental Funding Request Meeting." Scope changes are documented in the Committee's "Annual Project Progress Report."

Opportunities for Additional Funding

At times a CFT project that has been awarded funding may need additional funding (e.g., if the project only received a partial funding request, or if costs are higher than anticipated). There are two opportunities to seek additional funding:

1. An award recipient may apply for additional funding during the standard application cycle.
2. An award recipient may request additional funding by contacting the CFT program coordinator. Requests will be heard once a year at the Committee's "Project Progress Review and Supplemental Funding Request Meeting," when the Committee may recommend redistribution of CFT funding that is excess from other projects. County Council approval is required to make redistributed CFT funding available.

Project Completion

CFT funding awards should typically be expended within two years of approval by the King County Council as indicated in Motion 15513. If CFT funding in a project remains unspent after two years, the award recipient will be asked to report to the Committee at the "Project Progress Review and Supplemental Funding Request Meeting." The project manager will need to demonstrate to the Committee a compelling reason for an extension of CFT funding award beyond the two-year limit, or unspent project funding may be reallocated to another project.

If a funded CFT project fails and the property cannot be acquired, the award recipient should report that outcome to the CFT program coordinator at the earliest opportunity so funding can be made available to other projects.

Property Transfer

CFT-funded property must be managed in accordance with the funding source requirements in perpetuity, under the ownership of an entity eligible to receive CFT funding. King County Code states that "Projects carried out in whole or part with conservation futures tax levy proceeds shall not be transferred or conveyed except to an agency or nonprofit organization by written agreement providing that the land or interest in land shall be continued to be used for the purposes of K.C.C. chapter 26.12 and in strict conformance with the uses authorized under RCW 84.34." (KCC 26.12.010.I)

Conversions/Change in Use

At times, the owner of a CFT-funded site may propose to sell or use the land for purposes that are inconsistent with CFT funding. This is considered a "conversion" of the CFT-funded property. The owner of the property must either provide equivalent⁸ lands or cash reimbursement, based on a valuation of the CFT-funded property in its changed status or use⁹,

⁸ "Equivalent" considers a number of factors including value, acreage, open space function, location, etc.

⁹ The phrase "in its changed status or use" means that the appraisal should calculate the current market value of the property as though Conservation Futures funding restrictions have been removed and it is developable.

and as approved by King County. The owner should contact the CFT program coordinator at the earliest opportunity to discuss the procedures for a conversion.

SECTION 11. CONTACT INFORMATION

Please visit the Conservation Futures website for current contact and program information:
www.kingcounty.gov/CFT.



WWRP Project Agreement

Outdoor Recreation Account

Project Sponsor North Bend, City of
Project Title Meadowbrook Farm

Project Number 96-196A
IAC Approval Date 5/14/1996

Purpose of Agreement

The purpose of this Project Agreement is to set out the terms and conditions under which a grant is being made from the Outdoor Recreation Account of the General Fund of the State of Washington by the Interagency Committee for Outdoor Recreation (IAC) to the Project Sponsor, for the project identified above.

Description of Project

The Project which is the subject of this Agreement is described on the Project Summary (Attachment A). Acquisition and/or development activities eligible for reimbursement are described on the Eligible Reimbursement Activities Report (Attachment B).

Terms of Agreement

The Project reimbursement period shall be effective upon November 15, 1996 and terminate on July 1, 1997. Unless otherwise provided for, no expenditure made prior to the effective date or after the termination date will be eligible for reimbursement unless incorporated by written amendment into this Agreement. The Sponsor's ongoing obligation for the above project shall be perpetual unless otherwise identified in this Agreement.

Project Funding

	Percentage	Dollar Amount
IAC - WWRP - LP	.11	500,000.00
Project Sponsor	.89	4,134,000.00
Total Project Cost	1.00	4,634,000.00

Additional Provisions or Modifications of the General Provisions (Special Conditions)

Attachment D is the legal description for the entire 450 acre purchase minus 5 tax lots (111.2 acres) retained by the cities for non-recreational agricultural purposes.

Compliance with Applicable Statutes, Rules, and IAC Policies

This Project Agreement shall be governed by, and the Project Sponsor shall comply with, all the applicable provisions of Chapter 43.98A RCW, chapter 286 WAC and published IAC policies and guidelines, which are incorporated herein by this reference as if fully set forth.

Entire Agreement

This Agreement, including the Project Summary (Attachment A), Eligible Reimbursement Activities Report (Attachment B), and the General Provisions (Attachment C), sets forth the entire agreement between the parties. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless in writing and signed by both parties.

Notices

All written communications which are to be given to the Project Sponsor under this Agreement will be addressed and delivered to:

Name: Sara Bary
 Title: Project Manager
 Address: P.O. Box 896
 North Bend, WA 98045

All written communications which are to be given to the IAC under this Agreement will be addressed and delivered to:

Interagency Committee for Outdoor Recreation
 Natural Resources Building
 P.O. Box 40917
 Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

State of Washington Interagency Committee for Outdoor Recreation

BY: Laura E. Johnson
 Laura Eckert Johnson
 TITLE: Director
 DATE: November 12, 1996

Pre-approved as to form:
 By: /S/
 Assistant Attorney General

Project Sponsor

AGENCY: City of North Bend
 BY: Joan M. Simpson
 Joan M. Simpson
 TITLE: Mayor
 DATE: 11/21/96

AGENCY: City of Snoqualmie
 BY: Jeanne P. Hansen
 Jeanne P. Hansen
 TITLE: Mayor
 DATE: 11/20/96

PARCEL 1:

THAT PORTION OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 4:
THENCE SOUTH 88°56'06" EAST ALONG THE NORTHERLY LINE OF THE PLAT OF MEADOW BROOK TRACTS 1.093.11 FEET TO THE EASTERLY LINE OF A COUNTY RIGHT-OF-WAY (MEADOWBROOK - NORTH BEND ROAD S.E.). AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817;
THENCE NORTH 30°24'10" WEST ALONG SAID RIGHT-OF-WAY 338.36 FEET TO A POINT OF CURVE:
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 497.09 FEET THROUGH AN ARC OF 186.40 FEET TO A POINT OF TANGENCY ON SAID RIGHT-OF-WAY LINE;
THENCE NORTH 08°55'03" WEST 1.492.16 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 08°55'03" EAST ALONG SAID EASTERLY LINE 1.447.16 FEET TO THE NORTHERLY LINE OF THE CAMPBELL AND SMITH TRACT AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 7205030335;
THENCE ALONG SAID NORTHERLY LINE THROUGH THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 87°38'01" EAST 220.00 FEET;
THENCE SOUTH 78°48'13" EAST 437.69 FEET TO THE THREAD OF GARDNER CREEK;
THENCE NORTHEASTERLY ALONG SAID THREAD TO THE SOUTHWESTERLY LINE OF MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 693364;
THENCE NORTH 25°40'30" WEST ALONG SAID SOUTHWESTERLY LINE TO A POINT WHICH BEARS NORTH 86°10'30" EAST FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 86°10'30" WEST 1.035.54 FEET TO THE TRUE POINT OF BEGINNING:

EXCEPT THE NORTH 862.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF;

SITUATE IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 2:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 4:
THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4 TO THE EASTERLY LINE OF THE MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 693364 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 25°40'30" WEST ALONG SAID RIGHT-OF-WAY TO THE SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION;
THENCE EASTERLY ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 AND 2 OF SAID SECTION TO THE WEST BANK OF THE SOUTH FORK OF THE SNOQUALMIE RIVER;
THENCE SOUTHERLY ALONG SAID WEST BANK TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4;
THENCE WEST ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING:

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A 60 FOOT STRIP OF LAND THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 2, OF THE PLAT OF MEADOWBROOK TRACTS:

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4:

THENCE NORTH 89°00'12" EAST 58.98 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF OLD SUNSET HIGHWAY;

THENCE NORTH 32°07'08" WEST ALONG SAID MARGIN 848.27 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE NORTH 57°52'52" EAST 1,160.38 FEET TO A POINT OF TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 100 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°48'33" AN ARC DISTANCE OF 123.59 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 100 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°32'13" AN ARC DISTANCE OF 131.84 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID CHICAGO-MILWAUKEE ST. PAUL AND PACIFIC RAILROAD AND THE TERMINUS OF SAID CENTERLINE:

EXCEPT THE SOUTHERLY PORTION OF SAID EASEMENT TRACT LYING WITHIN A TRACT OF LAND CONVEYED TO EDWARD R. TILTON AND CAROLYN K. TILTON, BY DEED RECORDED UNDER RECORDING NO. 8512031344:

SITUATE IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

9312020903

PARCEL 1:

THOSE PORTIONS OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 8 EAST W.M., SECTIONS 4 AND 5, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., AND OF MEADOWBROOK TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 32;

THENCE NORTH 89°45'19" EAST ALONG THE SECTION LINE 2,126.20 FEET TO THE EASTERLY LINE OF THE 100 FOOT NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY (PUGET SOUND RAILWAY HISTORICAL ASSOCIATION, INC.) AS CONVEYED BY DEED NO. 12138 AND CHANGED TO 100 FEET BY RECORDING NO. 796133 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 25°30'30" WEST ALONG SAID RIGHT-OF-WAY 440.10 FEET TO THE MOST SOUTHERLY CORNER OF A TRACT OF LAND DEEDED TO C. BEADON HALL BY DEED RECORDED UNDER RECORDING NO. 5013383;

THENCE NORTH 44°51'00" EAST ALONG THE SOUTHEASTERLY LINE OF SAID DEEDED TRACT 538.23 FEET TO THE WESTERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY, THE NEW SUNSET HIGHWAY (S.E. SNOQUALMIE NORTH BEND RD.);

THENCE SOUTH 44°09'00" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 4,839.17 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4;

THENCE NORTH 88°56'06" WEST ALONG SAID SOUTHERLY LINE 195.13 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN BLOCK 4 OF MEADOWBROOK TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY;

THENCE SOUTH 03°12'11" WEST 609.82 FEET TO THE NORTHERLY LINE OF A COUNTY RIGHT OF WAY (S.E. 160TH STREET), AS DEDICATED ON SAID PLAT AND THE SOUTHEAST CORNER OF LOT 5 IN BLOCK 4 OF SAID PLAT;

THENCE NORTH 89°36'27" WEST ALONG SAID RIGHT-OF-WAY 682.00 FEET; THENCE SOUTH 03°12'11" WEST 60.07 FEET;

THENCE SOUTH 89°36'27" EAST 127.00 FEET;

THENCE SOUTH 03°12'11" WEST 546.46 FEET TO AN INTERSECTION OF THE EAST LINE OF LOT 10 IN BLOCK 3 OF SAID PLAT WITH THE NORTHERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY;

THENCE ALONG A RIGHT-OF-WAY CURVE TO THE LEFT WITH A RADIUS OF 5,830.00 FEET THROUGH AN ARC OF 437.67 FEET TO A POINT OF TANGENCY;

THENCE NORTH 59°05'50" WEST 946.61 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE ALONG A RIGHT-OF-WAY CURVE TO THE RIGHT WITH A RADIUS OF 2,814.93 FEET THROUGH AN ARC OF 498.14 FEET TO A POINT OF TANGENCY;

THENCE NORTH 25°30'30" WEST 147.60 FEET TO THE MOST SOUTHERLY CORNER OF A TRACT OF LAND DEEDED TO A.J. MOFFAT AND FRANCES MOFFAT BY DEED RECORDED UNDER RECORDING NO. 2355514;

THENCE NORTH 09°39'45" WEST ALONG THE BOUNDARY LINE OF SAID DEEDED TRACT 53.55 FEET;

THENCE NORTH 17°50'45" EAST 97.23 FEET;

THENCE NORTH 31°19' EAST 254.81 FEET;

THENCE SOUTH 59°20' EAST 177.12 FEET;

THENCE NORTH 77°37'30" EAST 184.00 FEET;

THENCE NORTH 64°39'30" EAST 98.00 FEET;

THENCE NORTH 75°52'30" EAST 102.00 FEET;

THENCE NORTH 65°16'15" EAST 228.00 FEET;

THENCE SOUTH 76°53'45" EAST 80.00 FEET;

THENCE NORTH 22°06'15" EAST 75.00 FEET;

EXHIBIT C-5

9401313166

THENCE NORTH 12°35' WEST 42.00 FEET;
 THENCE NORTH 24°57'15" EAST 70.00 FEET;
 THENCE NORTH 57°43' EAST 59.00 FEET;
 THENCE NORTH 29°58' EAST 122.00 FEET;
 THENCE NORTH 19°15' WEST 314.00 FEET;
 THENCE NORTH 72°10'18" WEST 321.69 FEET;
 THENCE SOUTH 60°29'30" WEST 256.00 FEET;
 THENCE SOUTH 84°33' WEST 197.57 FEET TO THE MOST EASTERLY CORNER OF A TRACT OF
 LAND DEEDED TO W.E. MENOLD AND CLELLA MENOLD BY DEED RECORDED UNDER RECORDING
 NO. 4320334;
 THENCE ALONG THE NORTHERLY LINES OF SAID MENOLD TRACT NORTH 45°16' WEST 607.60
 FEET;
 THENCE SOUTH 64°29'30" WEST 492.68 FEET TO EASTERLY LINE OF SAID NORTHERN
 PACIFIC RAILROAD RIGHT-OF-WAY;
 THENCE NORTH 25°30'30" WEST ALONG SAID RIGHT-OF-WAY 252.44 FEET;
 THENCE NORTH 00°48'57" EAST 112.75 FEET;
 THENCE NORTH 25°30'30" WEST 1,153.29 FEET;
 THENCE SOUTH 89°45'19" WEST 55.29 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING THE WEST 1/4 CORNER OF SAID SECTION 4;
 THENCE SOUTH 88°56'06" EAST ALONG SAID SOUTH LINE 196.13 FEET TO THE WESTERLY
 MARGIN OF NEW SUNSET HIGHWAY AND THE POINT OF BEGINNING;
 THENCE NORTH 44°09'00" WEST 251.17 FEET TO THE NORTHERLY LINE OF THOSE TRACTS
 DESCRIBED UNDER RECORDING NOS. 7311290246 AND 7810180500, SAID POINT ALSO
 BEING A POINT OF CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 45°51'00" WEST
 25.00 FEET;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC
 DISTANCE OF 37.29 FEET;
 THENCE SOUTH 45°51'00" WEST 183.00 FEET;
 THENCE SOUTH 44°09'00" EAST 204.64 FEET;
 THENCE NORTH 51°41'10" EAST 153.25 FEET, MORE OR LESS, TO THE SOUTH LINE OF
 SAID SUBDIVISION;
 THENCE SOUTH 88°56'06" EAST ALONG SAID SOUTH LINE TO THE WESTERLY MARGIN OF
 NEW SUNSET HIGHWAY AND THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION THEREOF FOR STATE HIGHWAY NO. 2, AS CONVEYED TO KING
 COUNTY BY DEED RECORDED UNDER RECORDING NO. 6085501;

SITUATE IN THE TOWN OF SNOQUALMIE, CITY OF NORTH BEND, COUNTY OF KING,
 STATE OF WASHINGTON.

PARCEL 2:

THOSE PORTIONS OF SECTIONS 32 AND 33, TOWNSHIP 24 NORTH, RANGE 8 EAST W.M.,
 SECTIONS 4 AND 5, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., AND OF MEADOWBROOK
 TRACTS, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING
 COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 4;
 THENCE SOUTH 88°56'06" EAST ALONG THE NORTHERLY LINE OF SAID PLAT OF MEADOW
 BROOK TRACTS 311.83 FEET TO THE EASTERLY LINE OF A STATE HIGHWAY RIGHT-OF-WAY
 (S.E. SNOQUALMIE NORTH BEND ROAD), AS CONVEYED BY DEED RECORDED UNDER

9401313166

RECORDING NO. 1857675;

THENCE NORTH 44°09' WEST ALONG SAID RIGHT-OF-WAY 4,924.04 FEET TO THE SOUTHERLY LINE OF A TRACT CONVEYED TO KING-COUNTY SCHOOL DISTRICT NO. 410, BY DEED RECORDED UNDER RECORDING NO. 6453231 AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINES TO A POINT OF CURVE THROUGH THE FOLLOWING 14 COURSES AND DISTANCES: NORTH 44°03'59" EAST 301.19 FEET;

THENCE NORTH 29°15'06" WEST 247.39 FEET;

THENCE NORTH 08°41'49" EAST 327.43 FEET;

THENCE NORTH 40°45'59" EAST 279.49 FEET;

THENCE NORTH 79°05'14" EAST 185.03 FEET;

THENCE NORTH 57°14'14" EAST 128.18 FEET;

THENCE NORTH 64°12'29" EAST 209.99 FEET;

THENCE NORTH 65°48'24" EAST 326.44 FEET;

THENCE NORTH 55°47'49" EAST ALONG THE SOUTH LINE OF A TRACT DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 8507080559, A DISTANCE OF 1,205.50 FEET, MORE OR LESS, TO THE WEST MARGIN OF MEADOWBROOK - NORTH BEND ROAD S.E., AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817;

THENCE SOUTHERLY ALONG A CURVE TO THE LEFT ON SAID MARGIN, HAVING A RADIUS OF 635.91 FEET AN ARC DISTANCE OF 298.47 FEET TO A POINT OF TANGENCY IN SAID MARGIN;

THENCE SOUTH 75°04'15" EAST 473.83 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 240.13 FEET THROUGH AN ARC OF 170.28 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 34°36'30" EAST 435.52 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 307.11 FEET THROUGH AN ARC OF 143.11 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 07°44'30" EAST 1,870.31 FEET;

THENCE SOUTH 08°55'03" EAST 816.62 FEET TO THE NORTHEAST CORNER OF A TRACT CONVEYED TO THE CATHOLIC ARCHBISHOP BY DEED RECORDED UNDER RECORDING NO. 6278995 AND RECONVEYED BACK TO SNOQUALMIE VALLEY LAND CO. BY DEED RECORDED UNDER RECORDING NO. 8207010625;

THENCE SOUTH 87°11'28" WEST ALONG SAID LINE AND ITS WESTERLY PROLONGATION 2035.22 FEET TO THE EASTERLY LINE OF SAID STATE HIGHWAY RIGHT OF WAY;

THENCE NORTH 44°09'00" WEST 2370.98 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF FOR STATE HIGHWAY NO. 2 (S.E. SNOQUALMIE NORTH BEND ROAD), AS CONVEYED TO KING COUNTY BY DEEDS RECORDED UNDER RECORDING NOS. 6085500, 6087825 AND 6087826;

SITUATE IN THE TOWN OF SNOQUALMIE, CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 3:

THE NORTH 862.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF, OF THAT PORTION OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 4;

THENCE SOUTH 88°56'06" EAST ALONG THE NORTHERLY LINE OF THE PLAT OF MEADOWBROOK TRACTS 1,093.11 FEET TO THE EASTERLY LINE OF A COUNTY RIGHT-OF-WAY (MEADOWBROOK - NORTH BEND ROAD S.E.), AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 4833817;

THENCE NORTH 30°24'10" WEST ALONG SAID RIGHT-OF-WAY 338.36 FEET TO A POINT OF

9401313166

CURVE:

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 497.09 FEET THROUGH AN ARC OF 186.40 FEET TO A POINT OF TANGENCY ON SAID RIGHT-OF-WAY LINE;

THENCE NORTH 08°55'03" WEST 1,492.16 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 08°55'03" EAST ALONG SAID EASTERLY LINE 1,447.16 FEET TO THE NORTHERLY LINE OF THE CAMPBELL AND SMITH TRACT AS DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 7205030335;

THENCE ALONG SAID NORTHERLY LINE THROUGH THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 87°38'01" EAST 220.00 FEET;

THENCE SOUTH 78°48'13" EAST 437.69 FEET TO THE THREAD OF GARDNER CREEK;

THENCE NORTHEASTERLY ALONG SAID THREAD TO THE SOUTHWESTERLY LINE OF MILWAUKEE RAILROAD RIGHT-OF-WAY, AS CONVEYED BY DEED RECORDED UNDER RECORDING NO.

693364;

THENCE NORTH 25°40'30" WEST ALONG SAID SOUTHWESTERLY LINE TO A POINT WHICH BEARS NORTH 86°10'30" EAST FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 86°10'30" WEST 1,035.54 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.

Except for:

Tax Lot 107 (20 acres)
 Tax Lot 108 (20 acres)
 Tax Lot 109 (20 acres)
 Tax Lot 110 (20 acres)
 Tax Lot 51 (31.2 acres)

9401313166

THAT PORTION OF SECTION 4 AND 5, TOWNSHIP 23 NORTH, RANGE 8 EAST W.M.
DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 4:

THENCE SOUTH 88°55'06" EAST ALONG THE NORTHERLY LINE OF MEADOWBROOK TRACTS AS
PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 29, RECORDS OF KING COUNTY
311.83 FEET TO THE EASTERLY LINE OF A STATE HIGHWAY RIGHT OF WAY (S.E.
SNOQUALMIE-NORTH BEND ROAD), AS CONVEYED BY DEED RECORDED UNDER RECORDING NO.
1857675;

THENCE NORTH 44 DEGREES 09 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY
2,332.78 FEET TO A POINT WHICH BEARS SOUTH 87 DEGREES 11 MINUTES 28 SECONDS
WEST 784.42 FEET FROM THE NORTHWEST CORNER OF A TRACT CONVEYED TO THE CATHOLIC
ARCHBISHOP BY DEED RECORDED UNDER RECORDING NO. 6278995 AND RECONVEYED BACK TO
SNOQUALMIE VALLEY LAND CO. BY DEED RECORDED UNDER RECORDING NO. 8207010625.
SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 87 DEGREES 11 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF
SAID TRACT AND ITS WESTERLY PROLONGATION 2,035.22 FEET TO THE WEST MARGIN OF
MEADOWBROOK-NORTH BEND ROAD S.E. AS CONVEYED BY DEED RECORDED UNDER RECORDING
NO. 4833817;

THENCE SOUTH 08 DEGREES 53 MINUTES 03 SECONDS EAST ALONG SAID MARGIN 1,485
FEET, MORE OR LESS, TO THE THREAD OF GARDNER CREEK;

THENCE WESTERLY ALONG THE THREAD OF GARDNER CREEK TO THE EASTERLY MARGIN OF
SAID STATE HIGHWAY RIGHT OF WAY;

THENCE NORTH 44 DEGREES 09 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY MARGIN
2,410 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

SITuate IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.



WWRP - LP Project Summary

November 06, 1996

Item 12.

TITLE: Meadowbrook Farm	NUMBER: 96-196 A
APPLICANT: North Bend, City of	TYPE: Acquisition
COSTS: IAC \$500,000.00 .09 % Local \$4,134,000.00 .89 % Total \$4,634,000.00 1.00%	EVALUATION SCORE: EVALUATION RANKING: IAC MEETING DATE: 05/14/1996

DESCRIPTION:

Located on the roads that link downtown North Bend and Snoqualmie, the 450 acre Meadowbrook Farm provides an exceptional outdoor recreation opportunity. Expansive fields reach the Snoqualmie River, allowing public access to a 2,000 foot stretch of river. The size of the parcel provides the opportunity to create both passive and active recreation areas. Upland acres offer future soccer and other ball players valuable and much needed playing fields. Areas adjacent to wetlands and river banks offer future trail users valuable habitat viewing areas. When played out against the scenic backdrop of Mount Si and the Cascade foothills, recreation users here will find unique recreation niches for themselves and their families.

LOCATION:

Located between North Bend and Snoqualmie

COUNTY: King

LEG DISTRICT: 05

CONG DIST: 08

SCOPE (ELEMENTS):

Allowable land costs
Incidentals

PERMITS REQUIRED

SITE INFORMATION:

Uplands	274 acres
Wetlands	54 acres

LAND COMMENTS:

USE RESTRICTIONS:

(Blank)

CONTACT: Sara Bary (206) 888-1211	LAST UPDATE: 11/ 6/96
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WWRP - LP Project Summary

November 12, 1996

TITLE: Meadowbrook Farm	NUMBER: 96-196 A
APPLICANT: North Bend, City of	TYPE: Acquisition
COSTS: IAC \$500,000.00 .09 % Local \$4,134,000.00 .89 % Total \$4,634,000.00 1.00%	EVALUATION SCORE: EVALUATION RANKING: IAC MEETING DATE: 05/14/1996

DESCRIPTION:

Located on the roads that link downtown North Bend and Snoqualmie, the 450 acre Meadowbrook Farm provides an exceptional outdoor recreation opportunity. Expansive fields reach the Snoqualmie River, allowing public access to a 2,000 foot stretch of river. The size of the parcel provides the opportunity to create both passive and active recreation areas. Upland acres offer future soccer and other ball players valuable and much needed playing fields. Areas adjacent to wetlands and river banks offer future trail users valuable habitat viewing areas. When played out against the scenic backdrop of Mount Si and the Cascade foothills, recreation users here will find unique recreation niches for themselves and their families.

LOCATION:

Located between North Bend and Snoqualmie

COUNTY : King

LEG DISTRICT: 05

CONG DIST: 08

SCOPE (ELEMENTS):

Allowable land costs
Incidentals

PERMITS REQUIRED**SITE INFORMATION:**

Uplands	274 acres
Wetlands	54 acres

LAND COMMENTS:**USE RESTRICTIONS:**

(Blank)

CONTACT: Sara Bary (206) 888-1211	LAST UPDATE: 11/6/96
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Milestone Report by Project

Item 12.

November 12, 1996

Project Number: 96-196 A
Project Name: Meadowbrook Farm
Sponsor: North Bend, City of
Project Manager: Phil

Milestone	Target Date	% Completed	Date Reported
Order Appraisal(s)	08/01/96		
Appraisals/Reviews Complete	11/01/96		
Purchase Agreement Signed	02/01/97		
Acquisition Complete	05/01/97		
Documents Recorded	06/01/97		
Final Billing to IAC	07/01/97		



Eligible Reimbursement Activities Report

Item 12.

Project Sponsor North Bend, City of
Project Title Meadowbrook Farm

Project Number 96-196A
IAC Approval Date 5/14/1996

Acquisition Project:

Items

- Applicable taxes
- Appraisal and review
- Closing costs
- Hazardous substances review
- Land
- Noxious weed control costs
- Recording fees
- Relocation costs
- Signing costs
- Title reports/insurance
- Undefined
- Undefined incidentals

Agency Name

Interagency Committee for Outdoor Recreation
P.O. Box 40917
Olympia, WA 98504-0917

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished and/or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam or disabled veterans status.

Sponsor

North Bend, City of
P.O. Box 896
North Bend

WA 98045

BY _____

(TITLE)

(DATE)

Project Number 96-196 A		Invoice #		Billing Period		This is a Final Billing		
Project Name Meadowbrook Farm				From: To:		Yes [] No []		
		Total Previous IAC Approved Amount						
CATEGORIES:	Project Agreement	Expenditures This Billing			Total Expenditures To Date			IAC Adjusted
		Expenditures	Donations	Total	Expenditures	Donations	Total	
ACQUISITION:								
Land & Existing Structure	\$4,634,000.00							
Incidental Costs								
DEVELOPMENT:								
Construction & Project								
Improvement Cost								
A&E Fees								
NOVA NON-CAPITAL:								
NOVA CAP EQUIP:								
OTHER:								
TOTAL	\$4,634,000.00							

For IAC Use ONLY

Donation Bank _____

This invoice approved for payment _____

Agreement				Expenditures This Billing			
Sponsor:	%	\$4,134,000.00		Sponsor:			
IAC Federal:				IAC Federal:			
IAC: WWRP - LP	%	\$500,000.00		IAC:			
IAC:	%			IAC:			
Agreement Total:	%			Invoice Total:			

Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Invoice Number
	070	A28	92201	0720	N690	96-196 A	
				NZ	0720		
				NZ	0720		
				NZ	0720		
				NZ	0720		

Project Manager/Date Release Final Pmt []

Accounting/Date



ATTACHMENT C

PROJECT AGREEMENT GENERAL PROVISIONS

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Section 1: Headings, Definitions, and Description of Agreement

(A) Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

(B) Definitions

Acquisition - The gaining of rights of public ownership by purchase, negotiation, or other means, of fee or less than fee interests in real property.

Agreement - Means a project agreement, supplemental agreement, intergovernmental agreement, or project contract between IAC and a sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from IAC.

Application - The forms, including project information forms, approved by the committee for use by applicants in soliciting project funds administered by the IAC.

Committee - The Interagency Committee for Outdoor Recreation created by RCW 43.99.110.

Development - The construction of facilities to enhance outdoor recreation or habitat conservation resources.

Director - The director of the Interagency Committee for Outdoor Recreation

IAC - The Interagency Committee for Outdoor Recreation - The agency, including the director and personnel, created by RCW 43.99.130.

Project - The undertaking that is the subject of this agreement and that is, or may be, funded in whole or in part with funds administered by IAC.

Resume - One of the project information forms approved by the committee for use by applicants in soliciting project funds administered by the IAC.

Sponsor - An applicant who has been awarded a grant of funds, and has an executed project agreement.

(C) Description of Agreement -- The purpose of this Agreement is to provide for the orderly completion of the proposal contained in the Sponsor's application for public funds administered by the IAC. To this end, the agreement which follows provides guidance to accomplish the following principal actions:

- (1) For the Sponsor to undertake and complete the Project in a timely manner, in accordance with the approved Project proposal and applicable laws;
- (2) For the IAC to provide reimbursement to the Sponsor for eligible Project costs. Sponsor reimbursement requests shall be made not more than once monthly and not less than yearly, in accordance with IAC format and policy;
- (3) For the Sponsor to provide acknowledgement of the IAC's funding contribution, through signage, written recognition in printed materials, and/or in dedication ceremonies;
- (4) To provide for the dedication of the area or facility to the described public use and purposes, [including a deed-of-right where applicable], and to permit regular inspection by IAC; and
- (5) To set-forth obligations and remedies.

Section 2: Performance by Project Sponsor

The Project Sponsor shall undertake the Project as described in this Agreement, on the Resume (Attachment A), in the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the IAC. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the Project is important. Failure to do so, as set out in this Agreement, is a material breach of the Agreement.

Section 3: Restriction on Assignment

The Sponsor shall not assign this Agreement, or the performance of any obligations to the IAC under this Agreement, or any claim against the IAC it may have under this Agreement, without the express written consent of the Director.

Section 4: Responsibility for Project

While the IAC undertakes to assist the Sponsor with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Sponsor. The IAC undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the design, development, construction, implementation, operation and maintenance of the Project, as those phases are applicable to this Project, is solely that of the Sponsor, as is responsibility for any claim or suit of any nature by any third party related in any way to the Project.

The Sponsor shall defend at its own cost any and all claims or suits at law or in equity which may be brought against the Sponsor in connection with the Project. The Sponsor shall not look to the IAC, or to any of the IAC's employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related in any way to the Project, including but not limited to, its design, development, construction, implementation, operation and/or maintenance.

Section 5: Sponsor Not Employee of the Agency

The Sponsor and the Sponsor's officers, employees and agents shall perform all obligations under this Agreement as an independent contractor and not in any manner as officers or employees or agents of the IAC. Herein all references to the Sponsor shall include its officers, employees and agents. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind.

Section 6: Compliance with Applicable Law

The Sponsor will comply with, and IAC is not responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies, including, but not limited to: State Environmental Policy Act (under which the Sponsor shall serve as lead agency); Americans with Disabilities Act; Architectural Barriers Act (restoration and improvement projects only); Uniform Relocation Assistance and Real Property Acquisition Policies Act (PL91-646, RCW 8.26.010); Uniform Standards of Professional Appraisal Practices; permits (shoreline, HPA, demolition); land use regulations (comprehensive areas ordinances, GMA); and federal and state safety and health regulations (OSHA/WISHA).

The Sponsor further agrees to indemnify and hold harmless the IAC and its employees and agents from all liability, damages and costs of any nature, including but not limited to costs of suits and attorneys' fees assessed against the IAC, as a result of the failure of the Sponsor to so comply.

Section 7: Conflict of Interest Prohibited

The Sponsor shall not participate in the performance of any duty in whole or in part pursuant to this Agreement to the extent participation is prohibited by Chapter 42.18 RCW, the Executive Conflict of Interest Act, or any other federal, state or local similar conflict act which may apply to the Sponsor. The IAC may, by written notice to the Sponsor, terminate this Agreement if it is found after due notice and examination by the IAC or the Director that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, chapter 42.22 RCW; or any similar statute or ordinance involving the Sponsor in the procurement of, or performance under, this Agreement.

The existence of facts upon which the IAC or the Director makes any determination under this section may be an issue under, and may be reviewed as is provided in, the disputes section of this Agreement, upon agreement of the parties.

Section 8: Requirements of the National Park Service

If the Project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund, the Project Agreement General Provisions as contained in Section 660.3 Attachment B of the Land and Water Conservation Grant Manual as now existing or hereafter amended are made part of this Agreement, and the Sponsor shall also abide by these Agreement General Provisions. Further, the Sponsor agrees to provide the IAC with reports or documents needed by the IAC to meet the requirements of the Agreement or Section 660.3 Attachment B of the Land and Water Conservation Grant Manual.

Section 9: Acknowledgements and Signs

- (A) The Sponsor shall include language which acknowledges the funding contribution of the IAC to this Project in any release or other publication developed or modified for, or referring to, the Project.
- (B) The Sponsor also shall post signs or other appropriate media at Project entrances and other locations on the Project which acknowledge the IAC's funding contribution as provided by IAC policy, unless waived by the Director.
- (C) The Sponsor shall notify the IAC no later than two weeks prior to a dedication ceremony for this Project. The Sponsor shall verbally acknowledge IAC's funding contribution at all dedication ceremonies.

Section 10: Project Funding

- (A) The IAC shall not be obligated to pay any amount beyond the IAC's dollar amount or the Project percentage as identified in this Agreement (whichever amount is less), unless that additional amount has been approved in advance by the IAC, or by the Director, and incorporated by written amendment into this Agreement.
- (B) No expenditure made, or obligation incurred, by the Sponsor prior to the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically approved by the IAC or the Director. The dollar amounts identified in this Agreement shall be reduced as necessary to exclude any such expenditure from participation.
- (C) No expenditure made, or obligation incurred, following the termination date shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the IAC may have under this Agreement, the amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

Section 11: Project Reimbursements

- (A) Disbursement of grant monies by the IAC to the Sponsor under this Agreement shall be made in accordance with applicable statutes, rules and IAC policies, all conditioned upon proof of compliance with the terms of this Agreement by the Sponsor. The IAC reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the Sponsor until the Project has been completed and approved by the Director. A Project is considered "complete" when (1) all approved or required activities (acquisition, development, maintenance, education and enforcement, etc.) are complete, (2) on-site signs are in place (if applicable), (3) a final Project report is submitted to IAC with the Sponsor's final request for reimbursement, (4) the completed Project has been approved by the IAC, and (5) fiscal transactions are complete,
- (B) The obligation of the IAC to pay any amount(s) under this Agreement is expressly conditioned upon strict compliance with the terms of this Agreement by the Sponsor.
- (C) Sponsor must submit at least one invoice voucher a year but should not submit more than one voucher per month. A year end voucher should account for all activity up to and including June 30, the last day of the State's fiscal year. Sponsors should submit the year-end billing to the IAC not later than July 15th of each year. Final reimbursement requests should be submitted to the IAC within ninety (90) days of either completion of the Project or the termination date, whichever comes first.
- (D) Reimbursement for real property acquisition, either fee or less than fee interests, is based on the land values established per IAC guidelines. IAC will not reimburse for partial acquisition costs or any interest payments associated with the acquisition of real property purchased on installment.

Section 12: Non-availability of Funds

If amounts sufficient to fund the grant made under this Agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to the IAC for expenditure for this Agreement in any biennial fiscal period, the IAC shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If the IAC participation is suspended under this section for a continuous period of one year, the IAC's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

Section 13: Records and Reports

The Sponsor agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Sponsor's contracts, contract administration, and payments, including all direct and indirect charges, and expenditures in the development and implementation of the Project.

The Sponsor shall retain all records related to this Agreement and the Project funded hereunder for a period of at least seven (7) years following completion of payment of the grant under this Agreement.

The Sponsor's records related to this Agreement and the Project receiving grant funds hereunder may be inspected by the IAC or its designee, or by designees of the State Auditor's Office or by federal officials authorized by law, for the purposes of determining compliance by the Sponsor with the terms of this Agreement, and to determine the appropriate level of funding to be paid under the subject grant. On reasonable notice, the records shall be made available by the Sponsor together with suitable space for such inspection at any and all times during the Sponsor's normal working day.

The Sponsor shall promptly submit any reports required. The Sponsor shall submit a final report when the Project is completed, prematurely terminated, or financial assistance is terminated. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the Project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed Project. The report shall account for all expenditures not previously reported and shall include a summary for the entire Project.

Section 14: Authority to Inspect/Right of Entry

The IAC or its designees reserves the right to enter and inspect any lands acquired and/or facilities developed under the terms of this Agreement. On reasonable notice, the lands and facilities within the terms of this Agreement shall be made available for entry and inspection at any time during the Sponsor's normal working day.

Section 15: Provisions Applying to Acquisition Projects

The following provisions shall be in force only if the Project described in this Agreement is for the acquisition of outdoor recreation or habitat conservation land or facilities:

- (A) When Federal Land and Water Conservation Funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and the applicable regulations and procedures of the Department of the Interior implementing that Act.
- (B) When state funds are included in this Project, the Sponsor, if required by law, agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess., RCW 8.26.010), and Chapter 468-100 WAC.
- (C) In the event that housing and relocation costs, as required by federal law set out in subsection (A) above and state law set out in subsection (B) above, are involved in the execution of this Project, the Sponsor agrees to provide any housing and relocation assistance that may be necessary, with the understanding that eligible relocation costs may be part of the total Project cost.
- (D) Evidence of Land Value Prior to disbursement of funds by the IAC as provided under this Agreement, the Sponsor agrees to supply evidence to the IAC that the land acquisition cost has been established as per IAC procedural guidelines, which are incorporated by this reference.
- (E) Evidence of Title The Sponsor agrees to show the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance by the IAC.
- (F) Deed of Right to Use Land for Public Purposes The Sponsor agrees to execute an instrument or instruments which contain (1) a legal description of the property acquired under this Agreement, (2) a conveyance to the State of Washington of the right to use the described real property forever for outdoor recreation or habitat conservation purposes, and (3) a promise to comply with applicable statutes, rules, and IAC policies with respect to conversion of use.

Section 16: Provisions Applying to Development Projects

The following provisions shall be in force only if the Project described in this Agreement is for development of outdoor recreation or habitat conservation land or facilities:

- (A) Construction Document Review and Approval The Sponsor agrees to submit one copy of all construction plans and specifications to the IAC for review. Review and approval by the IAC will be for compliance with the terms of this Agreement.
- (B) Contracts for Construction Contracts for construction shall be awarded through a process of competitive bidding if required by state law. Copies of all bids and contracts awarded shall be retained by the Sponsor and available for IAC review. Where bids are substantially in excess of Project estimates, the IAC may, by notice in writing, suspend the Project for determination of appropriate action, which may include termination of the Agreement.
- (C) Construction Contract Change Order Sponsors must get prior written approval for all change orders that reduce or significantly change the scope of the Project, as finally approved by the IAC.

- (D) **Nondiscrimination Clause** Except where a nondiscrimination clause required by the United States Department of the Interior is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this Project:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, marital status, or presence of physical, sensory or mental disabilities. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, age, sex, national origin, marital status, or presence of physical, sensory or mental disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to put in a conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex, national origin, marital status, or presence of physical, sensory, or mental disabilities.
- (3) The contractor will send to each labor union or representative or workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will include the provisions of the foregoing paragraphs in every subcontract exceeding \$10,000, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the IAC or the Director may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section 17: Hazardous Substances

- (A) The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances and certify that no hazardous substances were found on the site.
- (B) Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.

- (C) "Hazardous substance" means "hazardous substance" as defined in RCW 70.105D.020(5).

"Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant, as defined in or regulated now or in the future by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. -- 9601 et seq., the Resource Conservation Recovery Act ("RCR"), 42 U.S.C. -- 6901 et seq., the Safe Drinking Water Act, 42 U.S.C. -- 300(f) et seq., the Toxic Substances Control Act, 15 U.S.C. -- 2601 et seq., the Washington State Model Toxics Control Act, RCW Ch. 70.105, any so-called "superfund" or "superlien" law, and any other federal, state, or local law, regulation, ordinance, or order or common law decision, including without limitation, asbestos, polychlorinated biphenyls (PCB's), petroleum and petroleum-based derivatives, and urea formaldehyde.

- (D) The Sponsor will defend, protect and hold harmless IAC and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property being acquired.

Section 18: Restriction on Conversion of Facility to Other Uses

The Sponsor shall not at any time convert any real property acquired or any facility developed pursuant to this Agreement to uses other than those purposes for which assistance was originally approved, without the approval of the IAC, in compliance with applicable statutes, rules, and IAC policies as identified in this Agreement. It is the intent of the IAC conversion policy that all lands acquired and all lands developed with funding assistance from the IAC remain in the public domain in perpetuity unless otherwise identified in the Agreement.

By IAC policy and federal law a conversion may occur when any of the following situations happen:

- (A) Property interests are conveyed for non-public outdoor recreation or habitat conservation uses;
- (B) Non-outdoor recreation or habitat conservation uses (public or private) are made of the Project area, or portion thereof;
- (C) Non-eligible indoor recreation facilities are developed within the Project area without prior approval of the IAC; or
- (D)
 - (1) Outdoor Recreation Projects - Public use of the property acquired or developed with IAC assistance is terminated.
 - (2) Habitat Conservation Projects - The property acquired no longer meets or conforms to the intent of the category in which it was funded.
- (E) A major change in scope, per the Agreement, without prior approval of the IAC. When approved by the Committee or the Director, certain elements can be deleted from the terms of the executed Agreement without triggering a conversion or requiring replacement by the Sponsor of similar facilities. The deletions may happen when it is determined that the elements are not needed or are unable to be retained for public use due to one or more of the following conditions:
 - Obsolescence
 - Extraordinary Vandalism
 - Acts of Nature
 - They have reached the limits of their expected life span

Section 19: Use and Maintenance of Assisted Projects

The Sponsor shall operate and maintain, or cause to be operated and maintained, any property or facilities which are the subject matter of this Agreement as follows:

- (A) The property or facilities shall be maintained so as to appear attractive and inviting to the public.
- (B) All facilities shall be built and maintained in accordance with applicable federal, state, and local public health standards and building codes.
- (C) The property or facilities shall be kept reasonably safe for public use.
- (D) All IAC assisted improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage or prevent public use.
- (E) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
- (F) The property or facility shall be open to everyone without restriction because of race, creed, color, age, sex, national origin, marital status, presence of physical, sensory or mental disabilities, or residence of the user.
- (G) The Sponsor agrees to operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

Section 20: User Fees and Charges

User, or other types of fees may be charged at the Project site or in connection with the Project described by this Agreement, provided that the fees and charges are commensurate with the prevailing range of public fees and charges within the State for the particular activity involved.

Reasonable differences in admission and other fees may be maintained on the basis of residence. Fees charged to nonresidents may not exceed twice that charged to residents. Where there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable federal, state or local public facilities.

Unless precluded by state law, all revenues from fees and charges which exceed the costs for operation and maintenance of the area from which they were collected must be deposited in a capital reserve fund identifiable within the Sponsor's official annual budget(s), for future acquisition, development, redevelopment or renovation of facilities or property at the assisted Project site. Such funds may not be used for operation and maintenance of other facilities.

Section 21: Provisions Related to Nonprofit Project Sponsors

The Sponsor agrees to maintain the nonprofit or not-for-profit organization status, including registering with the Washington Secretary of State and the United States Internal Revenue Service throughout the Sponsor's obligation to the Project as identified in this Agreement.

Should the Sponsor fail to operate the assisted facility due to insolvency, government order, lack of operating and maintenance funds, or any other reason, the Project will be considered converted and subject to all remedies available to the IAC.

Section 22: Liability Insurance Requirements for Firearm Range Project Sponsors

The Sponsor shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.

- (A) The liability insurance policy, including any endorsement or addition, shall name Washington State and the IAC and its members as additional insureds and shall be in a form approved by the Committee or its Director.
- (B) The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the Project as identified in this Agreement.
- (C) The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to the IAC not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- (D) The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the IAC.
- (E) By this requirement, the IAC does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based upon such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

Section 23: No Waiver by IAC/Remedies

Waiver by the IAC of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach and should not be construed to be a modification of the terms of the Agreement unless stated to be such in writing by the Director, or his or her designee. The IAC does not waive any of its rights or remedies under this Agreement should it: (a) fail to insist on strict performance of any of the terms of this Agreement, or (b) fail to exercise any right based upon a breach of this Agreement.

Section 24: Application Representations -- Misrepresentation or Inaccuracy a Breach

The IAC relies upon the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

Section 25: Indemnity

The Sponsor, its successors or assigns, will protect, save, and hold harmless the IAC, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omission of the Sponsor, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities of the Project. The Sponsor further agrees to defend the IAC, its agents or employees in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced arising out of or in connection with acts or activities of the Project. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the IAC or its authorized agents or employees; Provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the IAC, its agents or employees and (b) the Sponsor, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sponsor or its agents or employees.

Section 26: Termination and Other Remedies.

The IAC may require strict compliance by the Sponsor with the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and IAC policies which are incorporated into this Agreement, and with the representations of the Sponsor in its application for a grant as finally approved by the IAC.

The IAC, or the Director, may suspend, or may terminate, the IAC's obligation to provide funding to the Sponsor under this Agreement:

- (A) In the event of any breach by the Sponsor of any of the Sponsor's obligations under this Agreement; or
- (B) If the Sponsor fails to make progress satisfactory to the IAC or the Director toward completion of the Project by the completion date set out in this Agreement; or
- (C) If, in the opinion of the IAC or the Director, the Sponsor fails to make progress necessary to complete any other project assisted with grant funds from the IAC within the completion date set out by agreement with the IAC for that project.

In the event this Agreement is terminated by the IAC, or the Director, under this section or any other section after any portion of the grant amount has been paid to the Sponsor under this Agreement, the IAC may require that any amount paid be repaid to the IAC for redeposit into the State Account from which the funds were derived.

The Sponsor understands and agrees that the IAC may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the Project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the IAC. No remedy available to the IAC shall be deemed exclusive. The IAC may elect to exercise any, any combination, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

Section 27: Disputes

When a bona fide dispute arises between the IAC or its Director and the Sponsor which cannot be resolved between those parties, the parties may agree that the disputes process set out in this section shall be used prior to any action being brought in court. Either party may request a disputes hearing hereunder. The request for a disputes hearing must be in writing and clearly state: (a) the disputed issues; (b) the relative positions of the parties regarding those issues as then understood by the requesting party; (c) the Sponsor's name, address, Project title, and the IAC's Project number. In order for this section to apply to the resolution of any specific dispute or disputes the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the Director and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the chairperson of the IAC.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

Section 28: Governing Law/Venue

This Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in the Superior Court in and for Thurston County.

Section 29: Severability

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.

-- END --

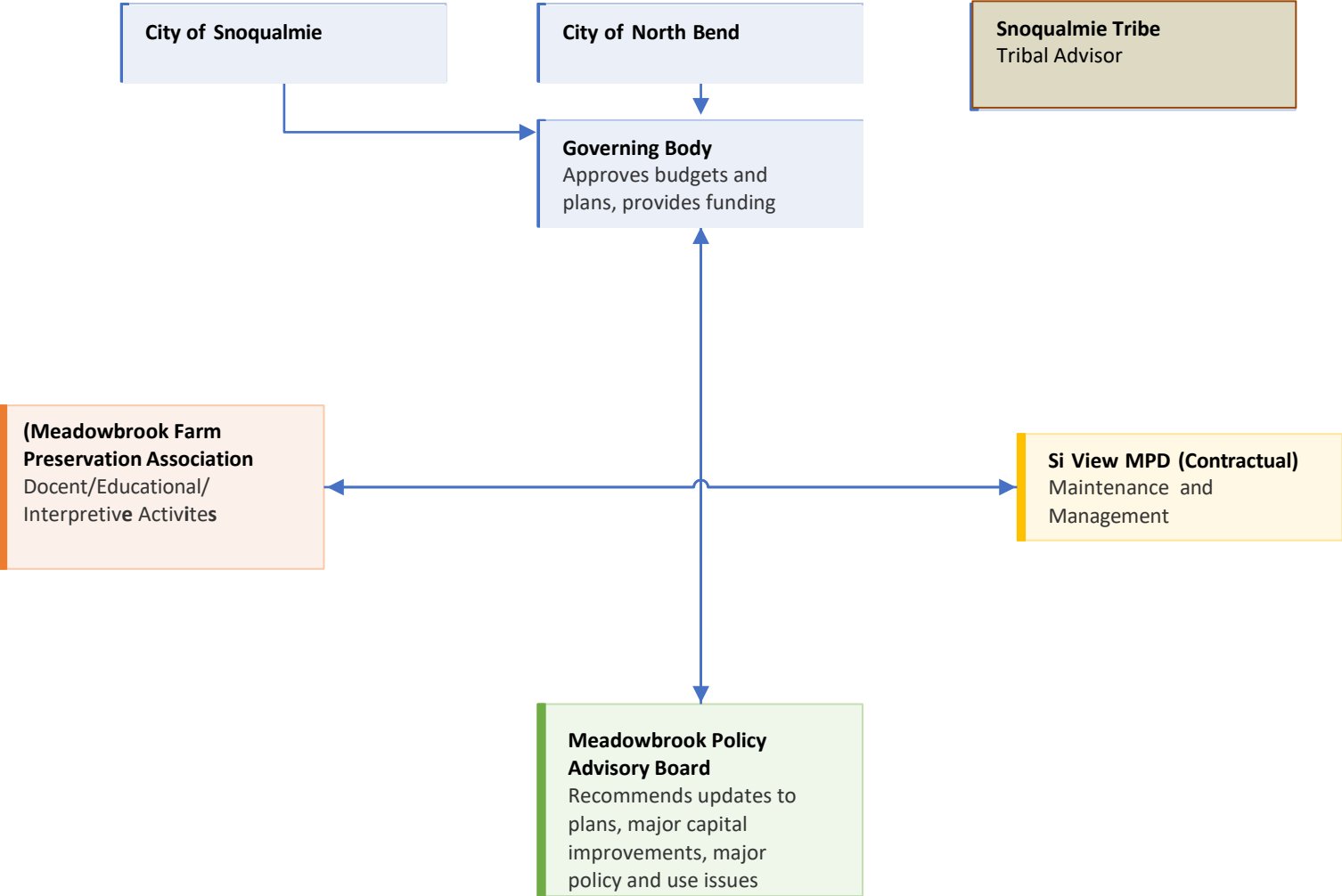


EXHIBIT D

- North Bend Staff Representative
- Snoqualmie Staff Representative
- Snoqualmie Tribe Representative
- Meadowbrook Farm Preservation Association Representative
- Snoqualmie Valley Historical Museum Representative
- School District Representative
- Mountains to Sound Greenway Trust Representative
- King County Representative
- Upper Snoqualmie Valley Elk Management Group Representative



Department Reports September 2023



Communications Division

Danna McCall, Communications Coordinator

38624 SE River Street, Snoqualmie, Washington 98065
(425) 996-5285 | www.snoqualmiewa.gov

Social Media

- Facebook reach: 24.4K; 6116 followers (16 new)
- Twitter - 3685 followers; 4k impressions.
- Instagram - 1.8K reach; 2717 followers (7 new).
- Top Posts: Historic Bank photo, Parkway paving, SR 18 lane closures.
- Parkway paving and the community survey were main focus.

Website

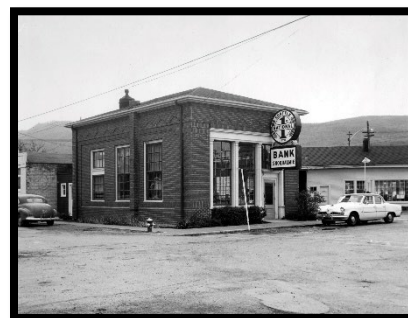
- Website users: 15.4k; website sessions: 19.5k; pageviews: 34.5k
- Top website sections: News Flash (news release section); Twin Peaks; Snoqualmie Falls
- News release section of website remains top destination for users.
- Art Off the Rails Festival was a top 10 page destination.

Engagement, Initiatives & Support

- Mayor: Pkwy repaving ribbon cutting, legislator community center tour, proclamations.
- Parks & Public Works: Snoqualmie Pkwy paving, Green Snoqualmie Day event marketing; ongoing ADA Right of Way draft plan outreach.
- Police: new [recruitment video](#) finalized, edited, and published, ongoing PD blotter.
- Block Party, Art of the Rails marketing, 2nd Comp Plan Open House planning.
- Community Survey marketing.
- Fire: firefighter union scholarship awards press release, ongoing FD blotter, Nat'l Preparedness month.

E-News

- 750 subscribers
- 57% open rate; 6.6% click through rate.
- Industry average: 40% open rate; 6.5% click through rate.





Community Development Department

Emily Arteche, Director

38624 SE River St. | P.O. Box 987

Snoqualmie, Washington 98065

(425) 888-5337 | earteche@snoqualmiewa.gov

September 2023

Building Permit Activity

Permit applications to the Community Development Department remain relatively low. Inspections are picking up as a number of homes are under construction in the recently-approved Snoqualmie Ridge II Plat 29/Cascade Pointe.

Building	September 2023	YTD
Permit Applications	56	430
Permits Issued	40	405
Total Inspections	59	683

Planning	September, 2023	YTD
Business Licenses	12	51
Pre Applications	0	6
Sign Permits	0	5

Boards and Commissions:

- Planning Commission 9/5 and 9/25 – completed work the land use element, goals and policies and a recommendation will be forward to the CD Committee for September. Proposed Ordinance 1279, regarding the ADU Amendments to the Code had received the requisite public hearing in August.
- Community Development Committee, 9/18 - reviewed proposed Ordinance 1279; first reading of the Ordinance occurred at the 9/25 City Council Meeting.

Land Use Planning Projects:

NWRM: The applicant would like to clear and grade the property to expand the existing museum to include a roundhouse.

Timber Trails (Plat 30): Preliminary approval was granted by the Hearing Examiner in July 2023 to subdivide a parcel into 46 single-family residential (duplexes and townhomes) lots.

Model Train Museum/Park: In December 2022 the Council authorized the Mayor to approve a Memorandum of Understanding, to develop a park/museum on City property which will showcase a model train. The proposed project includes a 20,000 square foot building, outdoor parking, community event space, a gift shop and other interactive features as well as an outdoor recreational park with picnic benches and other improvements. The City Council met in August with representatives of model train and approved an extension to the timeline of project of three months before moving forward with an approval of the draft lease and development agreement.

The Rails: City Staff are reviewing a building permit from Tracy Hovinga for the vacant parcel, 784920-1430. The proposed project would construct a 3-story mixed use building including 11 apartments, approximately 2,000 square feet of retail/office space, and associated parking and other site improvements.

Snoqualmie Ridge Self-Storage: City Staff are reviewing a building permit for the expansion of Snoqualmie Ridge Self-Storage. The applicant proposes to expand the existing self-storage facility by constructing a new 3-story building with approximately 29,000 square feet of floor space to replace the existing RV storage area in the northwest corner of the property.

Crabb Commerical: City Staff are reviewing a building permit for a new commerical building on Railroad Avenue. The proposed development is a 2 story building , 2632 square feet.

Wireless Permit: City Staff are reviewing a Conditional Use Permit for a wireless communication facility on the top of an existing building located on Center Blvd. SE. A public hearing on the project was held in September and a Hearing Examiner recommendation for approval was sent to the City Council. A Council meeting is scheuduled for October 9, 2023.

Comprehensive Plan Outreach: Over 350 total public comments have been recieved from open houses, business roundtables, surveys, the Ridge Business Owners and the Snoqualmie Tribe. The Planning Commission has made recommendations to the Community Developent Committee on the land use element. The Economic Development and Housing elements are moving through the Planning Commission. A second open house is schedule in mid-October for additional public participation.

Events, Engagement, Marketing and Tourism:

- Halloween Festival 10/30/23
- Egg Hunt 3/29/24
- Daddy Dash 4/19/24
- Graduation and Carnival 6/5/24



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Fire Department Activity September 2023

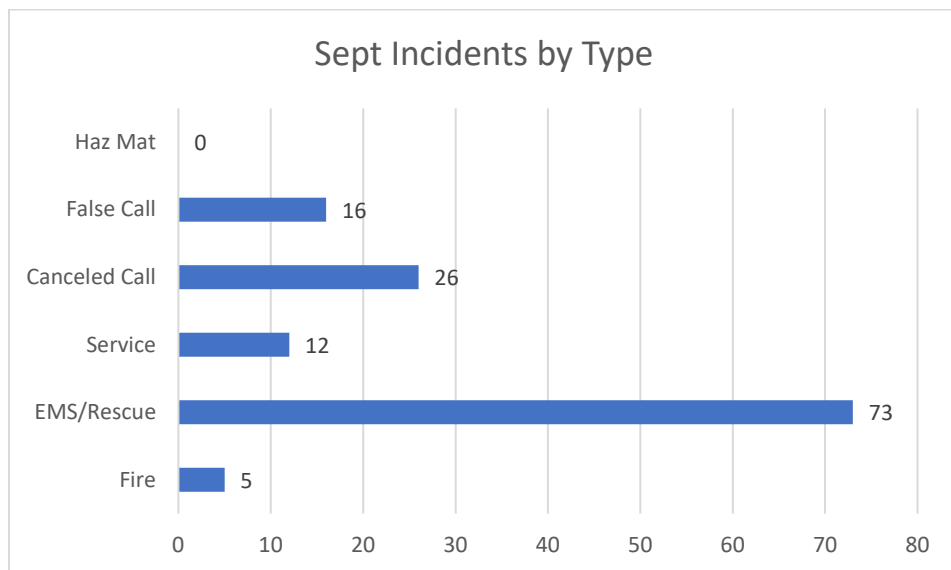
Incident Count September

The Fire Department responded to 132 incidents in September. 55% of the incidents were emergency medical services and 45% were fire related incidents. The following chart displays incident count per day.



Incident Count by Type:

The following is a count breakdown of incidents by type.



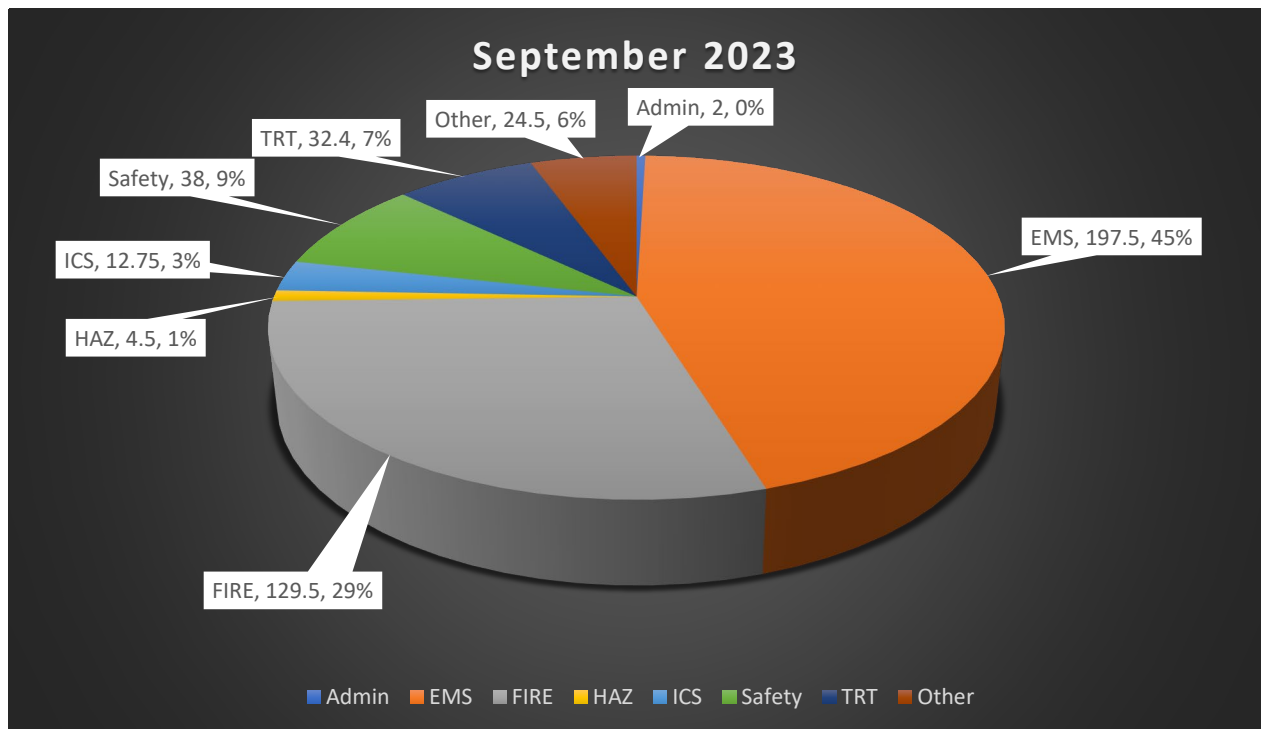
EMS Transports

The Fire Department responded to 73 EMS incidents in September and transported 27 patients to local hospitals. Patients were transported to Swedish Issaquah 37% of the time and Snoqualmie Valley Hospital 48% of the time.

Hospital	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Overlake Hospital	0	0	1	2	1	4
Snoqualmie Valley Hospital	1	4	3	3	2	13
Swedish/Issaquah	2	3	0	2	3	10
Total	3	7	4	7	6	27

Training:

Firefighters trained over 441 hours in September. The training covered all different categories with the majority being medical (45%) followed closely by suppression and fire response (29%). The following chart compares the training hours by type:



(Admin=Administrative; Haz=Hazmat; ICS=incident command systems; TRT=Technical Rescue Training)

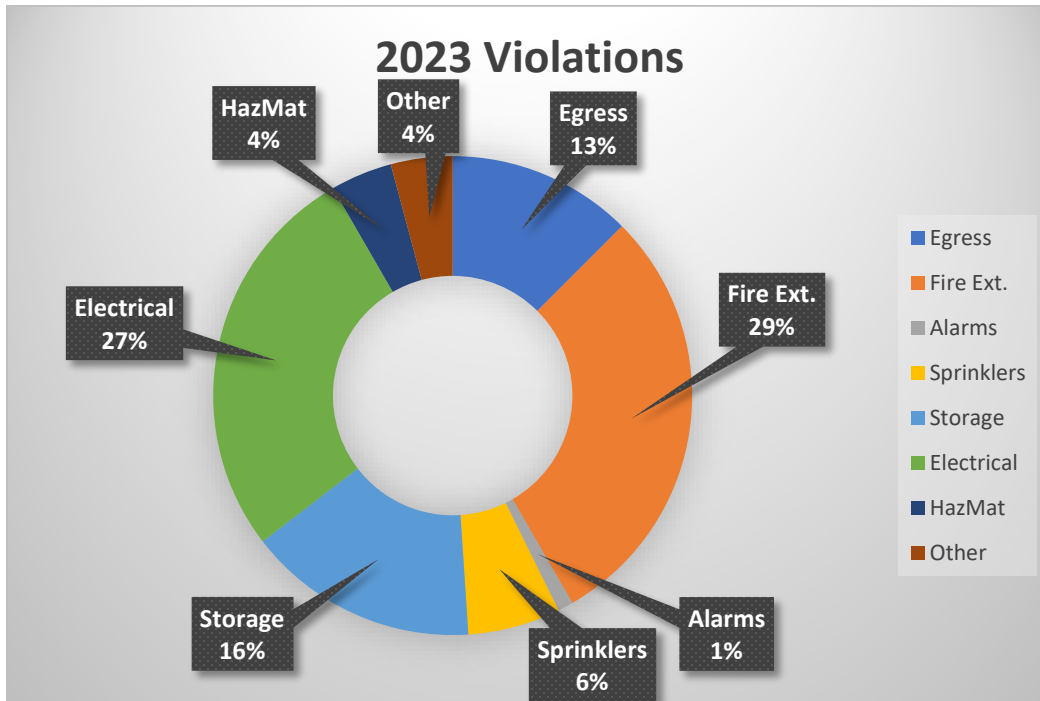
Training – Highlights/Major Topics:

- Hazardous Materials – Materials Identification
- Technical Rope Rescue – Mechanical Advantage
- Medical: Run Review - Pediatrics
- Firefighter – Solar Panel Safety

Community Risk Reduction

Inspections

Fire crews did not perform any fire and life safety occupancy inspections in September, as time was focused on completing annual fire hydrant maintenance. This was also due in large part to multiple training events and increased response volume. The following chart is a summary of YTD inspection violations:



Public Education

September public education and outreach reported the following activities:

- (1) Private First Aid/CPR Training
- Snoqualmie PD First Aid/CPR Training
- (1) Opioid/Overdose Training
- (2) Mount Si Football standby events
- Attended Cascade View Elementary Walk-a-Thon

Volunteer Activity

During the month of September, the following activity was recorded for the volunteer group

- 25 Duty Shifts.
- 21 Calls responded to.
- 250 Total hours spent volunteering.



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September 2023

HUMAN RESOURCES

Enterprise Resource Planning System (ERP) Project – Tyler/Munis

The human resources implementation team continues to work on human resource modules setup.

Recruitment

The City continues to recruit for several critical positions across multiple departments, including but not limited to, the City Administrator, Fire Chief, Police Chief, police officers, and a number of key utility positions. Currently, 16 full-time equivalent employee (FTE) positions are vacant at the City equal to nearly 15% of total authorized positions. The City has recruited and hired 15 new employees, and promoted or transferred 10 employees.

Class & Compensation Study/Union Negotiations

Staff and Council continue to work on a compensation philosophy and implementation plan for non-represented employees. The Administration continues to make progress with Teamsters in reaching an agreement and has held initial conversations with the Snoqualmie Police Association (SPA).

Wellness/Safety

The Wellness Program is off and running under the direction of HR and the appointment of a new Wellness Coordinator. The Committee has had their first meeting which was filled with enthusiasm for bringing back the program, and a lot of idea sharing for 2024. The Wellness Committee has kicked off October with a Recharge Challenge through the AWC Castlight App and is planning a Gratitude theme for November. December we will have our annual employee recognition event (Mayor's Breakfast) in which we will be gathering nominations for soon and can't wait to recognize our outstanding employees and their commitment to the city. We are confident that we will meet the standards to apply for a WellCity award and will know more in early spring. In achieving that award the city would see a 2% savings on insurance premiums. We have also begun the initial process for updating and developing a new Safety Manual for the city as well.



Parks & Public Works Department

Michael Chambless, Director

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Staffing

Parks, Streets – 2 Vacancies

Water – 2 Vacancies

Wastewater – 3 Vacancies

Department Summary - October 2023

October brings a change in weather. Our Parks & Public team are beginning Fall activities and are in full holiday light mode preparing for the coming winter festivities. The team is working to remove flower baskets and store the downtown furniture for the winter.

The Parks Division has moved into their new (to them) home at the wastewater treatment plant. They formerly were sharing an office with the Stormwater/Urban Forestry Team.

The Engineering Division continues its focus on wrapping up this year's capital projects and preparing projects for the CIP update and next year's next construction season. We have some exciting projects on tap with the approval of the splash pad and our plans to restore Sandy Cove Park.

Our Water Division has been conducting normal operations and our Irrigation Team has begun to winterize the system for the coming cold months. The Meter sets have finally arrived, and the contractor should wrap up the William's Addition CIP project by the end of the month. Recruitment continues for additional water and sewer technicians.

Our Sanitation Team has settled into their new office location and continues to maintain and operate the system well.

The Fleet Division and Facilities Division has also begun Fall preparations. They have begun the process of installing plows and final preparations for the winter season. We will be integrating new equipment into our operations this season with the acquisition of the new front loader. We will be experimenting and testing different operational deployments to see how it can best be used to serve our residents.

Community Liaison- Outreach/Events, Arts and Culture, Marketing and Tourism:

- Support Arts Commission event, Art Off The Rails, September 23, with marketing, publicity and staffing support.
- Ridge Merchant Association: Coordination and support for third meeting comprised of several Ridge business owners/stakeholders, working together collaboratively.
- Halloween Trick-or-Treat event: Providing marketing and logistical support for progressive, all-City event for families on October 28.
- Blood Drive: Two-day pop-up blood drive.

Department of Corrections Crew Work for September 2023

* Note: DOC had 7 workdays this month*

Work completed at various sites:

1. Storm pond vegetation maintenance:

1.1. No vegetation maintenance this month.

2. Storm pond fence repair: Continued work on one pond this month.

2.1. Split-rail fence repair at Kinsey Pond, completed 352 feet of fence to include:

2.1.1. Replaced 25 posts and 31 sections of rail, chain link stapled to rails.

3. Trail maintenance:

3.1. No trail maintenance this month.

4. Forest restoration:

4.1. Sheet mulching at Mountain Ave Restoration Site: Placed 1350 square feet of cardboard sheets and covered it with 21 yards of mulch.

4.2. Preparation for Green Snoqualmie Day: Weed whacked 1 acre of reed canary grass down to the ground in preparation for 400 conifer trees to be planted 10/6 for Green Snoqualmie Day.

4.3. Revetment site maintenance: Removed 6 yards of weeds and invasive species from 8800 square feet of the site and put down 31 yards of mulch, to 6 inches deep, between the trail and the ROW grass edge.

5. Park maintenance:

5.1. No park maintenance this month.

6. Work Area and Tool maintenance:

6.1. No work area/tool maintenance this month.

ACKNOWLEDGEMENT:

Sgt. Heidi Davis received a phone call from a gentleman in Snoqualmie who wanted to share that he's been noticing all the work the CWC crews have been doing around town and wanted to express how amazing they have been doing. He asked if he could do something for the crews in which Heidi told him, nicely, no.

She informed him he could reach out to the City and let them know that he appreciates all the work the crews have been doing.

Kinsey Pond: Completed 352 feet of fence to include replacing 25 posts and 31 sections of rail.





Snoqualmie Police Department

Item 15.

Brian Lynch, Interim Police Chief

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Snoqualmie, Washington 98065

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September 2023

Calls for Service

	Aug. 2023	Sept. 2023	Sept. 2022
Snoqualmie	625	551	674
North Bend	466	426	442

Average Response Times (in minutes & seconds)

September	Priority 1	Priority 2	Priority 3
Snoqualmie	3:23	3:24	4:30
North Bend	4:31	3:43	5:42
August			
Snoqualmie	5:15	7:58	5:20
North Bend	6:29	3:02	8:01

Priority 1: Weapons Offense / DV Physical / Aslt/Burg In-Prog

Priority 2: Calls that require immediate response that could result in death if not responded to.

Priority 3: High priority but not an immediate threat.

September	Thefts	Vehicle Prowls	Vehicle Thefts
Snoqualmie	8	6	1
North Bend	22	2	0
August	Thefts	Vehicle Prowls	Vehicle Thefts
Snoqualmie	11	3	0
North Bend	21	5	0

Year to Date Theft Comparison

Jan. 1 – Sept. 30

Snoqualmie 2023 2022

Thefts	87	146
Vehicle Prowls	64	125
Vehicle Thefts	16	21

North Bend 2023 2022

Thefts	177	202
Vehicle Prowls	33	53
Vehicle Thefts	14	25

Crisis Intervention Contacts

Sept. 1 - 30

	2023	2022
Snoqualmie	54	15
North Bend	4	36

Items of Importance

Command Staff – Vacancies: Captain, Admin Sergeant, Detective (to be filled Oct. 10).

Patrol – Vacancies: 2 Patrol Officer openings – 2 officer cadets on FTO, 1 officer recruit still enrolled at the academy, 2 candidates hired and awaiting start date, 6 candidates in backgrounds.

Administrative Staff – Vacancies: Administrative Coordinator.

Community Events

October 28 – Trick-or-Treat on Center & Trick-or-Treat Downtown Snoqualmie

Mental Health Professional Contacts

Sept. 1 - 30

	2023	2022
Snoqualmie	46	N/A
North Bend	13	N/A

Public Records Requests

Sept. 2023	41
2023 YTD	414