

## COMMUNITY DEVELOPMENT COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING

## Monday, November 21, 2022, at 6:00 PM Snoqualmie City Hall, 38624 SE River Street & Zoom

### **COMMITTEE MEMBERS**

Jolyon Johnson, Chair Councilmembers: James Mayhew and Matthew Laase

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

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

Press \*9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment. Press \*6 to mute and unmute.

Join by Internet at 6:00 PM: To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this link
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter 860 6728 7531; Enter Password 1730040121
- 4) Please confirm that your audio works prior to participating.

#### **CALL TO ORDER & ROLL CALL**

#### **AGENDA APPROVAL**

### **PUBLIC COMMENTS**

### **MINUTES**

1. Approval of the minutes dated October 17, 2022.

### **DISCUSSION ITEMS**

- 2. Presentation: Introduction to Re-designed City Website
- 3. AB22-142: Memorandum of Understanding with Northwest Trunk Lines Museum
- 4. Discussion: Retail Uses on Center Blvd

### **ADJOURNMENT**

### **UPCOMING ITEMS**

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



## COMMUNITY DEVELOPMENT COMMITTEE MINUTES REGULAR HYBRID MEETING

October 17, 2022

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

CALL TO ORDER & ROLL CALL: Chair Johnson called the meeting to order 6:01 PM

#### **Committee Members:**

Chair Jo Johnson and Councilmembers James Mayhew and Matthew Laase were present.

Mayor Katherine Ross, and Councilmember Cara Christensen were also present.

#### **City Staff:**

Michael Sauerwein, City Administrator; Emily Arteche, Community Development Director; Jen Ferguson, Finance and Human Resources Director; Drew Bouta, Budget Manager; Carson Hornsby, Management Analyst; and Jason Rogers, Senior Planner.

#### **AGENDA APPROVAL**

The agenda was approved without objection.

#### **PUBLIC COMMENTS**

There were no requests to speak.

### **MINUTES**

1. Committee review and approval of minutes for October 3, 2022.

The Committee approved the minutes without objection.

#### **AGENDA BILLS**

2. AB22-140 Human Services Funding Recommendations.

The Management Analyst presented the agenda bill and reviewed the funding recommendations by the Human Services Advisory Committee and evaluation criteria. The Committee discussed funding priorities, the recommendations, and the budget allocation for human services.

The Committee recommended increasing the budget for human services by approximately \$40,000 each year through the next biennium to fully fund human services funding requests for organizations as recommended by the Human Services Advisory Committee. The Committee moved the agenda bill forward to the next City Council meeting under Committee Reports.

#### **DISCUSSION ITEMS**

3. 2023-24 Budget Discussion.

The Community Development Director and Budget Manager presented information about the Community Development Department's portion of the proposed 2023-24 Budget, with some updated narrative and the Capital Improvement Plan now included in the updated document. The Committee discussed the Economic Development Commission's letter and the department staffing plan.

### **ADJOURNMENT**

Chair Johnson adjourned the meeting at 7:07 PM

CITY OF SNOQUALMIE	CITY	OF	<b>SNO</b>	QUA	ALMIE
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	Jo Johnson, Committee Chair
Attest:	
Jason Rogers, Senior Planner	



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB22-142 November 28, 2022 Committee Report

### **AGENDA BILL INFORMATION**

TITLE:	AB22-142: Memorandum of Understanding with Northwest    Discussion Only						
	Trunk Lines Museum   Action Needed:						
PROPOSED	Арр	Approve the Memorandum of Understanding and authorize   Motion					
ACTION:	the	the Mayor to sign.					
	_ = 5.4				☐ Resolution		
REVIEW:	Dep	partment Director/Peer		11/17/2022			
	Fina	ance n/a		Click or tap to enter a date.			
	Lega	al	Bob Sterbank		11/17/2022		
	City	Administrator	Mike Sauerwein		Click or tap to enter a date.		
DEPARTMENT:	Community Development						
STAFF:	Emily Arteche, Community Development Director						
COMMITTEE:	Com	Community Development CO		COMMITTEE DA	COMMITTEE DATE: November 21, 2022		
MEMBERS:	Jo Johnson Matthew Laase James Mayhew		nes Mayhew				
EXHIBITS:	Northwest Trunk Lines Background Information     Memorandum of Understanding						
<u> </u>							
		AMOUNT OF EXPENDI	TURE	\$ n/a			
		AMOUNT BUDGETED		\$ n/a			
		APPROPRIATION REQ	UESTED	\$ n/a			

### **SUMMARY**

### **INTRODUCTION**

The City desires to enter into a Memorandum of Understanding, MOU with Northwest Trunk Lines Museum, NWTLM to develop a park/museum on City property. The proposed museum would be located on City owned property commonly known as Gateway Park at the intersection of Railroad Avenue SE and Snoqualmie Parkway (7001 Railroad Avenue SE, parcel no. 302408-9017).

### **LEGISLATIVE HISTORY**

On September 12, 2022 Peter Hambling of Northwest Trunk Lines presented his vision for an interpretive model train museum that will promote a cultural, historical, educational, and entertaining tourism experience for the City of Snoqualmie.

#### **BACKGROUND**

Northwest Trunk Lines is presently a 3,700 sf model train exhibit located in a private residence. Mr. Hambling selected the segments for the model train through research in his collection of more than 400 railroad books. Using these references, he and the designers identified 14 specific locations on routes ranging from New Mexico to Western Canada. The team also traveled throughout the western United States and Canada documenting the actual locations with thousands of photographs. The proposal is for an approximately 20,000 square foot building with parking and will feature the model train exhibit along with community event space, a gift shop and other interactive features as well as outdoor recreational park with picnic benches and other improvements. The size of the building would also allow the model train exhibit to be more spread out and accessible compared to its current incarnation.

### **BUDGET IMPACTS**

N/A

### **ANALYSIS**

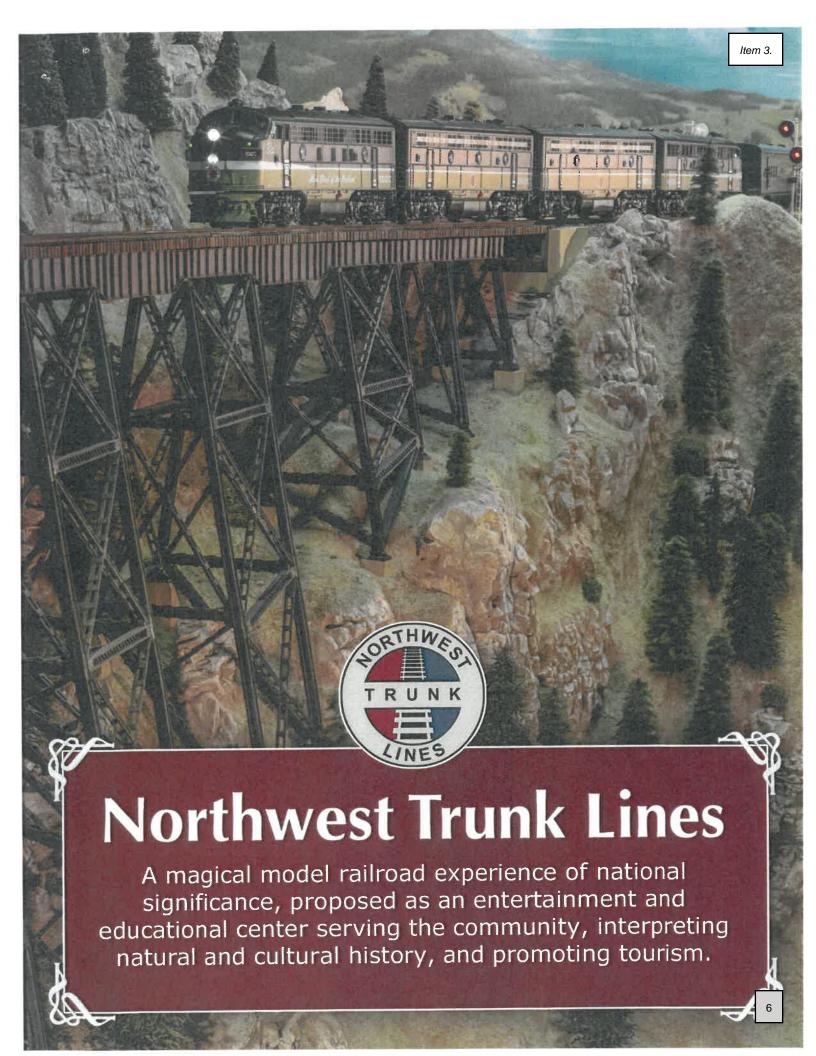
The City Council supports the proposal to develop the model train museum on city property at the intersection of Railroad Avenue SE and Snoqualmie Parkway. The City Council expressed that the park/museum would serve as a destination gateway to the City showing off the rich, cultural heritage of locomotives in the region.

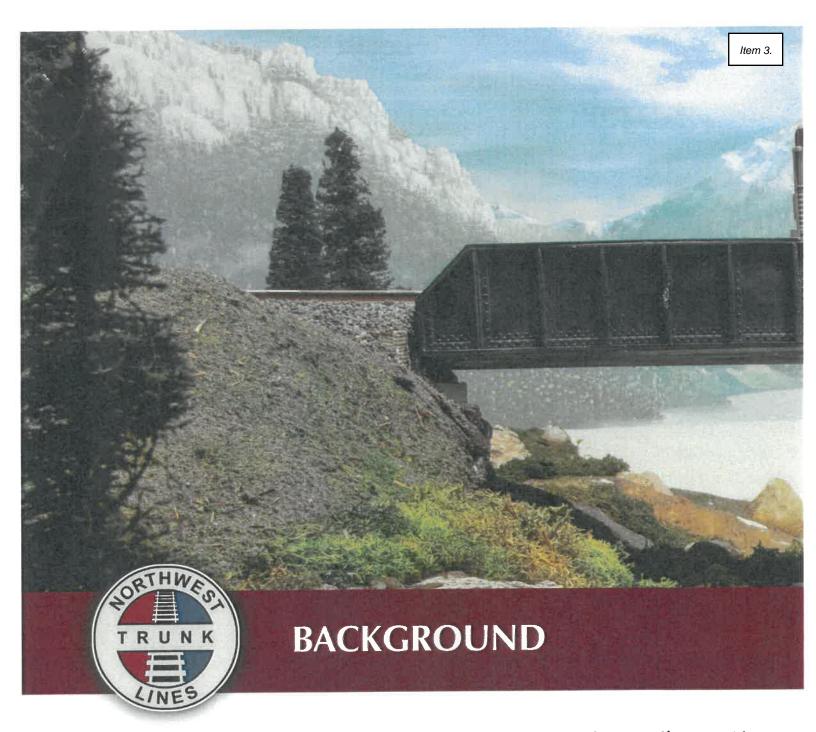
#### **NEXT STEPS**

The city will develop a legal agreement for use and operation.

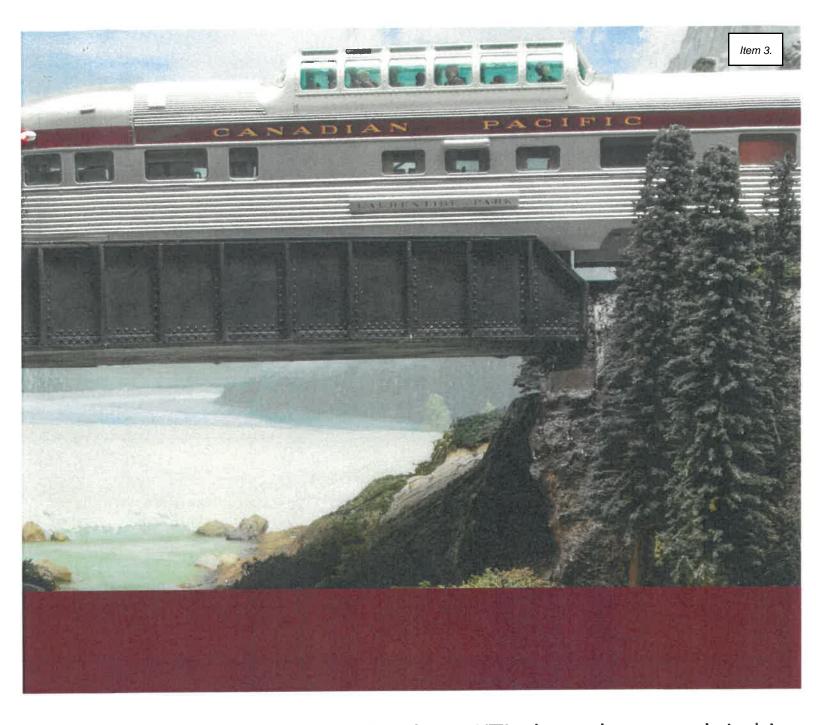
### PROPOSED ACTION

Move to approve the MOU between the City of Snoqualmie and NWTLM and authorize the Mayor to sign.





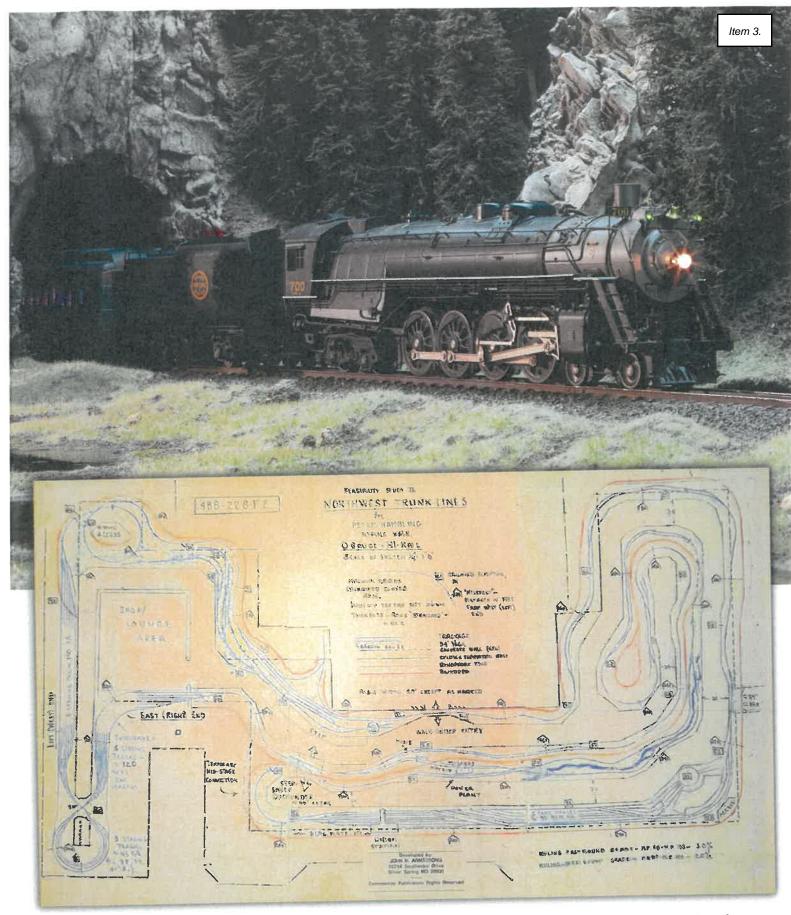
Northwest Trunk Lines (NWTL) is an interpretive rail creation of Peter Hambling, who envisioned an authentic story using model crafts and technology, an interest he fostered from his youth. Peter organized a skilled team with expertise in model rail planning, historic structure replication, set design, and special effects who worked in the basement of the Hambling residence in Medina, Washington, for more than a decade.



Peter selected the segments for the NWTL through research in his collection of more than 400 railroad books. Using these references, he and the designers identified 14 specific locations on routes ranging from New Mexico to Western Canada. Next, the team traveled throughout the western United States and Canada, documenting the actual locations with thousands of photographs.



While visiting each site, the crew collected environmental materials, GPS coordinates, and historical data. In the model-building process, all of these places were oriented in their proper North, East, South, and West directions, allowing scenery artists to simulate the environmental diversity of deserts to temperate rainforests. This dramatic model experience is among the largest and most authentic in the world.



Layout Design by John H Armstrong



**Scenery Construction** 

NWTL scenery is some of the most detailed of any model railroad. The majority of the base material is EPS (expanded polystyrene) sheet foam. These sheets are stacked and glued to the desired height. The scenery artist then uses a hot wire or knife to carve and sculpt the foam into the desired shape. The layout also uses a hardshell base for stability and ease of maintenance

### **Soil Collection**

Another authentic detail is the soil, which comes from actual locations to match the modeled region. These samples were placed in shaker containers and labeled with the railroad name, date collected, and GPS tag from the collection site for continued use in future modeling or layout expansion.

### **Grasses and Ground Coverings**

On top of the initial layer of earthen materials, model artists used an inventory of photographs to distribute the grasses, shrubs, and trees covering the landscape. The design team employed detailed techniques to simulate the varied terrain, making for beautiful natural environments throughout the display.





### Trees

The model railroad has approximately 50,000 trees, with tens of thousands covering Western Canada and the Pacific Northwest. The artists created most trees in-house, each unique, growing at different stages, some with new growth on the tips of branches.

### Rocks

Rock castings help bring the scenery to life in the various natural environments, and NWTL used a wide selection to create mountains and cliffs that correctly match the geology of each segment. The artists created forms from latex rock molds, fracturing, shaving, and sculpting these pieces to match specific mountain formations.

### **Rivers**

The model incorporates rivers that span from forests of northern California through high deserts to canyons of western Montana. Matching the color of rivers is essential to the artists who take great pride in perfectly tinting the 2-part epoxy resin and carefully pouring and manipulating it to remove air bubbles to create the effect of flowing water.

**Buildings & Lighting** 

All structures are scratch-built, allowing NWTL to scale them perfectly. Many are LED-wired with views into detailed interiors. In addition, some buildings are complete with day and night systems that provide light intensity adjustments.

**Bridges** 

For authenticity, bridges throughout the model railroad are scaled-down replicas of actual structures. Nearly every bridge on the NWTL is hand-built, or 3D printed in-house. The models are then painted and weathered to appear like the original.

Lighting

Lighting plays a vital role in the experience. The overhead lighting utilizes a Crestron programmed 24-hour lighting cycle with half-hour time increments. Coupled with an LED rope light that runs along the base of the painted backdrop, this system establishes an immersive experience simulating a beautiful warm sunrise, sunset, and moonlight glow.



Catenary

Not all railroads ran with diesel or steam; some were electrified. The NWTL blue line represents what was once the longest electrified rail line in the world. The overhead wires and pull-offs are all designed in-house and replicate the catenary that ran on the Milwaukee route. These wires have been laser cut, all centered over the middle allowing the pantograph to ride along as it would in a real-world electrified locomotive. In addition, the wired catenary provides occasional bright flashes, simulating the arcing one finds with electrified rail.

### **Animated Scenes**

Many animated scenes throughout the layout bring the experience to life. Smoke units, fiber optic lights, miniature motors, and Arduino boards help turn a static set into unexpected drama. These action scenes include forest fires, workers on a coal platform, cave mine blasting, an operating incline railway, a wild-west shootout, and even a model of Peter Hambling's Douglas A-26 aircraft with spinning props.

The Backdrop

A local artist spent an entire year on a four-foot-high concrete retaining wall shelf while painting the backdrop on the perimeter of the basement, using photos of the actual scenes for reference. The painted canvas was affixed to flexible Masonite using a unique adhesive. The canvas backdrop will be peeled away from the Masonite and rolled up, ready to be placed on a new substrate as the layout comes back to life in its future home.

### **Audio**

Enriching the immersive experience, each segment has sound simulating its natural location. For example, standing near Kicking Horse Loop and Emerald Lake in Canada, one hears loons and other native birds, with water flowing in the streams and waterfalls. An Emmy award-winning sound engineer produced animated scenes with specific sound effects, from forest fire crackling to mine explosions to saloon fights. Each set has two audio tracks, switching between day and night with the 24-hour lighting cycle. As the sun sets, frogs, owls, and other nighttime creatures come to life around the layout.

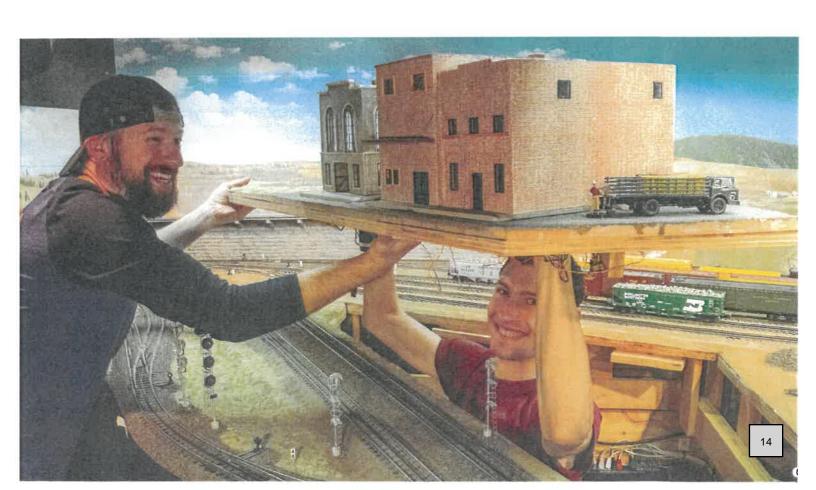
### Computer, Controls, and Operations

Many essential parts of a model railroad are not visible to the public. Miles of wire run above, under, and through the model, bringing the layout to life with a computer-controlled autonomous system. Trains run scheduled routes, stop for each other and throw switches to reach their desired destinations. Trains speak to each other through the computer and can tell other trains when to run routes.

A series of commands help bring the miniature world to life. For example, with a push of the "go buttons," one can view 45 minutes of 9 different trains location audio, 24-hour lighting cycles, and animated scenes. This feature allows anyone, regardless of model railroading knowledge, to enjoy the whole experience.

### **Disassembly & Reassembly**

During construction, the team addressed the future challenge of disassembling the model and moving it for reassembly at a new public location while retaining its high quality of craftsmanship. Benchwork sections fit through the basement doorway leading outside. The scenery artists installed seams between benchwork, adding fishing lines that would act as pull cords when separating the areas. Electronics have color-coded connectors on all wires bridging the benchwork to aid reassembly. A manual that details this process will ease the task of relocation.



#### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 28th day of November 2022 (the "Effective Date"), by and between the CITY OF SNOQUALMIE, a Washington municipal corporation ("City"), and the NORTHWEST TRUNK LINE MUSEUM, a Washington nonprofit corporation ("NWTLM"), on the terms and provisions set forth below.

### RECITALS

A. Peter Hambling ("Hambling") is a principal in NWTLM and the owner of a one of the largest model railroads in the country. Mr. Hambling desires to donate the model railroad to NWTLM in order to enable NWTL make the model railroad available for public recreation, education and enjoyment on a suitable public park property and in a suitable museum facility ("Public Park/Museum").

B. NWTLM wishes to begin a capital campaign to raise funds to pay for the costs to design, develop, and operate a Public Park/Museum.

C. City owns fee title interest in certain real property located at: Parcel number: 3024089089. Address: 7001 Railroad Ave SE Snoqualmie 98065 and identified as suitable for the Public Park/Museum (map of property below) ("the Property").



D. The City and NWTLM desire to enter into this MOU to memorialize their intent to (i) negotiate regarding the possible development of a Public Park/Museum on the Property and (ii) set forth the respective obligations of City and NWTL pursuant to this MOU.

**NOW, THEREFORE**, in consideration of the above Recitals, which are incorporated herein by this reference, and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Term.

This MOU shall commence as of the Effective Date and, unless earlier terminated pursuant to the terms of this MOU, shall remain and continue in effect for a period of 4 months ("Term"). Upon expiration of the Term, this MOU shall automatically terminate unless extended as provided herein. Notwithstanding the foregoing, the Snoqualmie Mayor shall have the right, but not the obligation, to grant an administrative extension of this MOU for up to one hundred (120) days. If the Term plus any administrative extension is not sufficient to organize the required information for review, upon mutual agreement of City Council and NWTLM, this MOU may be extended for up to two additional Terms ("Renewal Term") of 3 additional months each.

### 2. Scope of MOU.

The roles and responsibilities of City and NWTLM pursuant to this MOU are defined below:

- A. City's Obligations. During the term of this MOU, City shall:
- 1. Negotiate in good faith with NWTLM regarding towards the basic terms of a transaction that could, if approved by the Snoqualmie City Council, culminate in a ground lease ( "Proposed Lease") and/or Lease / Lease Back arrangement under RCW 35.42.070 ("Lease / Lease Back"); a Design-Build or General Contractor / Construction Manager Agreement under Ch. 39.10 RCW ("Design-Build Agreement"); and/or an Operations and Maintenance Agreement ("O&M Agreement"); all for the purpose of facilitating the design, construction and operation of a Public Park / Museum on the Property; provided, nothing in this Section 1 obligates the City to approve a Lease/Lease Back, Design-Build, or O&M Agreement for a Public Park/Museum.
- 2. Provide information on the physical properties of the Property, and the process for design, construction and development of a Museum building, which process would occur subsequent to a lease or lease / lease back, design-build agreement, if approved.
- 3. Provide relevant information on funding and financing available to City for cultural development.
- 4. Review and respond in good faith to all submittals made by NWTLM pursuant to this MOU.

### B. NWTLM's Obligations.

During the term of this MOU, NWTLM shall:

- 1. Negotiate in good faith with City towards the basic terms of a transaction that could, if approved by the Snoqualmie City Council and NWTL, culminate in a Proposed Lease and/or Lease / Lease Back, Design-Build, and/or an Operations and Maintenance Agreement for design, construction and operation of a Public Park / Museum on the Property.
- 2. Submit to City for review, no later than 4 months after the Effective Date, the following:
  - a. A site plan and preliminary structure design for the Public Park/Museum on the Property;
  - b. A cost estimate for building the Public Park/Museum.

- c. A funding and financing plan for building the Public Park/Museum, including identification of funding sources and amounts attributable to each source;
- d. A proposed schedule for designing, constructing, developing and operating the Public Park/Museum:.
- e. Legal documents creating a Washington non-profit corporation to receive a donation of the model railroad, initiate fundraising and financing, and operate and maintain the Public Park/Museum following completion of construction;
- f. A business plan that assures sustainable operation and maintenance of the Public Park/Museum, and public education and service; and
- g. Such other information that the Mayor and City Council require to make decisions on the steps described in this MOU related to a proposed Public Park/Museum on the Property.
- 3. Review and respond in good faith to all comments and requests for information made by the City pursuant to this MOU.

### 4. No Predetermination of City Discretion.

City and NWTL acknowledge and agree that nothing in this MOU in any respect does or shall be construed to affect or prejudge the exercise of City's discretion concerning the designation of a proposed site, consideration of a Public Park/Museum, a Proposed Lease, Lease / Lease Back, Design-Build Agreement or O&M Agreement or any other submittal by NWTL with respect to any of the foregoing. City and NWTL acknowledge and agree that they have not agreed upon the essential terms of the subject matter of a transaction, and that such essential terms will be the subject matter of further negotiations. Notwithstanding any submittals to be made by NWTL hereunder, and/or any authorization by the Mayor to extend the term of this MOU, City and NWTL acknowledge and agree that any Proposed Lease, Lease / Lease Back, Design-Build Agreement or O&M Agreement would not be effective until it has been considered and formally approved by the City Council and thereafter has been executed by authorized representatives of each of the City and NWTL or, as applicable, a developer, design-builder or general contractor / construction manager.

### 5. Assignment.

NWTL may not assign, hypothecate, encumber, or otherwise transfer (voluntarily or involuntarily) this MOU or any of its rights or obligations hereunder (whether in whole or in part) (each, an "Assignment") without the prior written approval of the Mayor or her designee, which approval may be given or withheld in the Mayor's sole and absolute discretion

### 6. Real Estate Commissions.

Each party represents and warrants to the other party that the representing party has not engaged a broker, agent, or finder in connection with this transaction. Each party agrees to defend, indemnify, and protect and hold the other party harmless from any such claims contrary to the representation or warranty of the applicable party in the preceding sentence.

### 7. General Provisions.

### A. Governing Law and Venue.

If to the City:

This MOU shall be governed by the laws of the State of Washington. Venue for any action arising out of the MOU shall be brought in King County Superior Court.

B. <u>Attorney's Fees</u>. Each party shall be responsible for their own respective attorneys' fees and costs incurred in the course of execution, implementation and/or termination of this MOU.

### C. Termination.

Notwithstanding the term hereinabove set forth, either party may terminate this MOU at any time with or without cause, by providing seven (7) days' advance written notice of termination to the other parties' representative as set forth in subsection D below. Termination shall be effective on the 7th day following delivery of notice.

### D. Notices, Demands and Communications Between the Parties.

All communications, notices, and demands of any kind that a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, (ii) sent by facsimile transmission with an additional copy mailed first class, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

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

If to Owner:
Northwest Trunk Line Museum
\_\_\_\_\_\_\_, WA 98\_\_\_\_

Notice by hand delivery or facsimile shall be effective upon receipt, provided that notice by facsimile shall be accompanied by mailed notice as set forth herein and shall be evidenced by a machine-printed confirmation of successful transmission. If deposited in the mail, certified mail, return receipt requested, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

### E. Entire Agreement, Waivers, and Amendments.

This MOU integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this MOU must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and NWTL. Without limiting the foregoing, the parties understand that the

results of this MOU may lead to future agreements or obligations which shall only become valid (if at all) upon full execution of such future agreements.

### F. Successors.

Subject to the limitations on Assignments above, this MOU shall be binding upon and shall inure to the benefit of the permitted successors of each of the parties hereto.

### G. Further Assurances.

The parties hereto each agree, without further consideration, to execute such other and further documents, and to perform such other and further acts, as may be reasonably necessary or proper in order to consummate the transaction set forth in and contemplated by this MOU.

### H. Severability.

In the event any section or portion of this MOU shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the parties as to all provisions set forth in this MOU.

- <u>I. No Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to inure to the benefit of any third party.
- J. <u>Mutual Drafting</u>. Both the City and Owner have participated fully in the drafting of this MOU, and the rule of construction of ambiguities against the drafter shall not apply to either party.
- K. <u>Headings</u>. The headings in this MOU are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this MOU.

### 8. Implementation of MOU

The City shall maintain authority to implement this MOU through the Mayor and City Administrator (or his or her duly authorized representatives). Any substantive approvals, waivers, or amendments arising out of this MOU shall require the consideration of and approval by the City Council.

**IN WITNESS WHEREOF**, City and NWTLM have executed this MOU on the respective dates set forth below.

### CITY OF SNOQUALMIE

By:	
Katherine Ross, Mayor	
Date:	

### NORTHWEST TRUNK LINE MUSEUM

By:	
Peter Hambling	
Its:	
Date:	