



FINANCE & ADMINISTRATION COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING

Tuesday, April 02, 2024, at 6:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Bryan Holloway

Councilmembers: Jolyon Johnson and Cara Christensen

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

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CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS

MINUTES

1. Approval of the minutes dated March 19, 2024.

APPROVAL OF WARRANTS / CLAIMS

2. Consideration of Claims Report dated April 8, 2024.

AGENDA BILLS

3. **AB24-023:** Resolution Adopting Commission and Committee Handbook
4. **AB24-026:** Ordinance amending SMC Chapters 2.06, 2.08, 2.11, 2.12, 2.16, and 2.22, and repealing Chapters 2.10 and 2.56
5. **AB24-038:** Proclamation Policy
6. **AB23-112:** Meadowbrook Farm Governance ILA

DISCUSSION

7. Upcoming Agenda Items (Informational Only):

- a. City Logo Ordinance
- b. Adopting the Square Footage Tax
- c. North Bend Memorandum of Understanding (Behavioral Health Specialist)
- d. Fee for Services Agreement
- e. Council Chambers Audio and Video Upgrade
- f. Adoption of 2025-2026 Biennial Budget Development Calendar
- g. Council Rules of Procedure Update

CITY COUNCIL AGENDA REVIEW

- [8.](#) Review Draft City Council Agenda dated April 8, 2024.

EXECUTIVE SESSION

- 9. Executive Session pursuant to RCW 42.30.110(1)(i) Potential Litigation.

ADJOURNMENT



FINANCE & ADMINISTRATION COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING MINUTES MARCH 19, 2024

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

CALL TO ORDER

Chair Bryan Holloway called the meeting to order at 6:05 pm.

Committee Members: Councilmembers Bryan Holloway, Cara Christensen, and Jo Johnson.

City Staff:

Michael Chambless, City Administrator; Danna McCall, Communications Coordinator; Jeff Hamlin, Interim Parks & Public Works Director; Drew Bouta, Finance Director; Janna Walker, Budget Manager; Tami Wood, Revenue Manager; Brian Lynch, Police Chief; Gary Horejsi, Police Captain; Michael Liebetrau, Police Evidence and Records Technician; and Andy Latham, IT Support.

AGENDA APPROVAL: The agenda was approved as presented.

PUBLIC COMMENTS – There were no public comments.

MINUTES

1. The minutes from the March 5, 2024, meeting were approved as presented.

APPROVAL OF WARRANTS / CLAIMS

2. The claims approval report dated March 25, 2024, was approved to move forward at the March 25, 2024, City Council meeting on the consent agenda.

AGENDA BILLS – There were no agenda bills.

DISCUSSION

3. Solid Waste Contract Discussion. Patrick Fry, Project Engineer, provided an update.
4. ERP Project Status Update. Drew Bouta, Finance Director, provided an update.
5. Council Open House/Town Hall Discussion.
6. Upcoming Agenda Items. Information only.

CITY COUNCIL MEETING AGENDA REVIEW:

7. Review Draft City Council Agenda dated March 25, 2024. The agenda was approved as amended.

ADJOURNMENT - The meeting was adjourned at 6:27 pm.

DRAFT

*Minutes taken by Danna McCall, Communications Coordinator.
Recorded meeting audio is available on the City website after the meeting.
Minutes approved at the _____, 2024, Finance & Administration Committee Meeting.*



Jerry Knutsen, Financial Services Manager
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Snoqualmie, Washington 98065
(425) 888-1555 | jknutsen@snoqualmiewa.gov

To: City Council
Finance & Administration Committee

From: Jerry Knutsen, Financial Services Manager

Date: April 8, 2024

Subject: CLAIMS REPORT
Approval of payments for the period: March 11, 2024 through March 22, 2024

BACKGROUND

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

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

ANALYSIS

All payments made during these periods were found to be valid claims against the city. Details are available in documentation provided for City Council review prior to the Finance & Administration Committee meeting. The City's internal controls include certification of the validity of all expenditures by the appropriate department and an internal audit conducted by designated finance department staff who review all claims and payroll payments. Staff performs system validation and exception reviews to validate payroll records. The Finance Director performs a random sampling review of supporting documentation for claims payments to ensure validity, as well as regularly reviews its processes to ensure appropriate internal controls are in place.

The City issues disbursements for claims and payroll via the following methods:

- Warrant: paper negotiable instruments, very much like, although legally distinct from, checks
- Commercial Credit Card: as authorized by Financial Management Policy
- Electronic Funds Transfer (EFT). EFTs are electronic banking transactions (no paper instrument) of two basic

types: (1) Automated Clearing House (ACH) for Electronic Fund Transfer (EFT) and (2) Wire Transfers a direct transfer between bank accounts

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

The foregoing amounts were budgeted in the 2023-2024 biennial budget, and sufficient funds to cover these payments, as appropriate.

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

CLAIMS							
Batch ID	Date	Warrants			ACH		CLAIMS TOTAL
		From #	Thru #	Amount	Qty	Amount	
81	3/14/2024	81390	81475	\$ 963,990.15			963,990.15
							-
							-
							-
							-
							-
							Grand Total
							963,990.15

MISCELLANEOUS DISBURSEMENTS				
Date	Description	ACH Amount	Wire Amount	MISC TOTAL
3/11/2024	KeyBanc Capital Markets Investment Purchase	\$ 1,027,756.70		\$ 1,027,756.70
3/12/2024	Navia - 2024 FSA Plan Reimbursements	\$ 208.34		
3/12/2024	Navia - 2024 HRA Plan Reimbursements	\$ 5,625.79		
3/19/2024	Dept. of Revenue - Monthly Excise Tax	\$ 47,110.10		\$ 47,110.10
3/19/2024	Navia - 2024 FSA Plan Reimbursements	\$ 1,041.54		\$ 1,041.54
3/19/2024	Navia - 2024 HRA Plan Reimbursements	\$ 3,778.68		\$ 3,778.68
				\$ -
				\$ -
				Grand Total
				2,084,200.25

PAYROLL (including Payroll Benefits)							
Batch ID	Date	Warrants			ACH		PAYROLL TOTAL
		From #	Thru #	Amount	Qty	Amount	
P3-22-24	3/22/2024			\$ 346,760.66	104	\$ 346,760.66	346,760.66
PV3-22-24	3/22/2024	62403	62408	\$ 5,341.63	15	\$ 252,548.44	257,890.07
							-
							-
							-
							Grand Total
							604,650.73

Total 3,652,841.13

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

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

Jerry Knutsen

Mar 27, 2024

Jerry Knutsen, Financial Services Manager/Auditing Officer

Date

FINANCE & ADMINISTRATION COMMITTEE RECOMMENDATION

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$963,990.15

For claims warrants numbered 81390 through 81475 & dated 3/14/2024

VENDOR NAME	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE #	FULL DESC	#81	INVOICE DATE	CHECK DATE
AMZONCAP	CLK51420 531000	Office Supplies	2024	3	INV	Paid	27.21	81391	144H-4XDP-TYHM	Flash Drives		3/3/2024	3/14/2024
AMZONCAP	EXE51310 549100	City-Sponsored Expenses	2024	3	INV	Paid	50.05	81391	1J6V-YPRP-NMCC	Comm ctr expansion town hall - work supplies		2/24/2024	3/14/2024
AMZONCAP	FIRS2210 531000	Office Supplies	2024	3	INV	Paid	100.86	81391	1WR6-C34V-J44R	Batteries		3/1/2024	3/14/2024
AMZONCAP	FIRS2220 531340	Custodial & Cleaning Supplies	2024	3	INV	Paid	133.08	81391	1WR6-C34V-J44R	Cleaning Supplies		3/1/2024	3/14/2024
AMZONCAP	FIRS2220 531910	Operating Supplies	2024	3	INV	Paid	10.87	81391	1311-W31K-4VQC	Safelight valve		3/5/2024	3/14/2024
AMZONCAP	PKF57680 531000	Office Supplies	2024	3	INV	Paid	5.55	81391	1MGW-KDH4-4DNT	Pens & Laminating pouches		2/21/2024	3/14/2024
AMZONCAP	PKF57680 531000	Office Supplies	2024	3	CRM	Paid	-14.37	81391	1NY4-6M7C-NR7L	Refund - Dry Erase calendar return1DT3-X6CC-NWMX		2/2/2024	3/14/2024
AMZONCAP	PKF57680 531000	Office Supplies	2024	3	INV	Paid	25.79	81391	1VFH-KCKN-NMYD	Dry erase calendar		2/7/2024	3/14/2024
AMZONCAP	PLN55730 531910	Operating Supplies	2024	3	INV	Paid	143.70	81391	1RXV-3G3M-979H	Umbrella Stands for Tourism		2/21/2024	3/14/2024
AMZONCAP	STR54230 531000	Office Supplies	2024	3	INV	Paid	4.34	81391	1FG7-4JTP-1PCP	Wall Calendar		2/8/2024	3/14/2024
AMZONCAP	STR54230 531000	Office Supplies	2024	3	INV	Paid	5.55	81391	1MGW-KDH4-4DNT	Pens & Laminating pouches		2/21/2024	3/14/2024
AMZONCAP	STR54230 531000	Office Supplies	2024	3	CRM	Paid	-14.37	81391	1NY4-6M7C-NR7L	Refund - Dry Erase calendar return1DT3-X6CC-NWMX		2/2/2024	3/14/2024
AMZONCAP	40153481 531000	Office Supplies	2024	3	INV	Paid	4.34	81391	1FG7-4JTP-1PCP	Wall Calendar		2/8/2024	3/14/2024
AMZONCAP	40153481 531000	Office Supplies	2024	3	INV	Paid	5.55	81391	1MGW-KDH4-4DNT	Pens & Laminating pouches		2/21/2024	3/14/2024
AMZONCAP	40253580 531000	Office Supplies	2024	3	INV	Paid	4.37	81391	1FG7-4JTP-1PCP	Wall Calendar		2/8/2024	3/14/2024
AMZONCAP	40253580 531000	Office Supplies	2024	3	INV	Paid	5.55	81391	1MGW-KDH4-4DNT	Pens & Laminating pouches		2/21/2024	3/14/2024
AMZONCAP	40253580 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	86.03	81391	19VV-WTHT-63KJ	Replacement punch heads		2/26/2024	3/14/2024
AMZONCAP	40353130 531000	Office Supplies	2024	3	INV	Paid	4.34	81391	1FG7-4JTP-1PCP	Wall Calendar		2/8/2024	3/14/2024
AMZONCAP	40353130 531000	Office Supplies	2024	3	INV	Paid	9.79	81391	1GPK-G6YF-6G6D	Filing Tabs		2/28/2024	3/14/2024
AMZONCAP	40353130 531000	Office Supplies	2024	3	INV	Paid	5.55	81391	1MGW-KDH4-4DNT	Pens & Laminating pouches		2/21/2024	3/14/2024
AMZONCAP	40353130 531000	Office Supplies	2024	3	INV	Paid	9.79	81391	1GPK-G6YF-6G6D	Filing Tabs		2/28/2024	3/14/2024
AMZONCAP	40353130 531000	Office Supplies	2024	3	INV	Paid	5.56	81391	1MGW-KDH4-4DNT	Pens & Laminating pouches		2/21/2024	3/14/2024
APSCO	40253555 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	1,099.74	81392	5241	Parts for blowers solids		3/1/2024	3/14/2024
BHS	51051821 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	62.77	81393	53853289.001	Facility parts & supplies - Keys		2/8/2024	3/14/2024
Brian Lynch	POL52110 549900	Miscellaneous Services	2024	3	INV	Paid	68.37	81394	Re B. Lynch 3/24	Parking at King County District Court Hearing		3/5/2024	3/14/2024
Carepoint Clinic	SVC56510 549430	SV Alliance Church - CarePoint	2024	3	INV	Paid	2,500.00	81395	First Half HS fund	Human Services funding - First half of 2024		3/1/2024	3/14/2024
CLARKTOW	POL52122 541000	Professional Svcs - General	2024	3	INV	Paid	138.43	81396	23-1216-1763	Evidence impound - 2021 GMC Savana Ref 235-5738		12/16/2023	3/14/2024
COI	NONS1250 541115	Municipal Court Services-Costs	2024	3	INV	Paid	65,693.44	81397	24000036	2023 Filing fee balance & annual processing fee		1/9/2024	3/14/2024
COI	POL52122 541511	Dispatch Services	2024	3	INV	Paid	30,130.65	81397	24000076	Dispatch Services - December 2023 (60%)		2/6/2024	3/14/2024
COI	POL52360 541502	Jail Services - Issaquah	2024	3	INV	Paid	26,477.70	81397	230000482	Jail housing - Snoqualmie inmates 10/23		11/13/2023	3/14/2024
COI	01452122 541511	Dispatch Services	2024	3	INV	Paid	20,087.10	81397	24000076	Dispatch Services - December 2023 (40%)		2/6/2024	3/14/2024
COMCAST	50251888 542200	INET Internet Network Services	2024	3	INV	Paid	421.18	81398	0559927-02-24	Secondary internet service		2/16/2024	3/14/2024
COMP PD	POL52122 531000	Office Supplies	2024	3	INV	Paid	185.54	81399	2259456-0	Deskpad calendars, pocket folders, copier paper		1/2/2024	3/14/2024
COMP PD	POL52122 531000	Office Supplies	2024	3	INV	Paid	45.83	81399	2263411-0	Certificate cardstock, manilla jacket folders		1/19/2024	3/14/2024
COMP PD	POL52122 531050	Uniforms & Protective Gear	2024	3	INV	Paid	45.42	81399	2261768-0	N95 face masks		1/19/2024	3/14/2024
COMP PD	POL52122 531050	Uniforms & Protective Gear	2024	3	INV	Paid	24.59	81399	2263411-0	N95 masks		1/19/2024	3/14/2024
COMP PD	51051821 531340	Custodial & Cleaning Supplies	2024	3	INV	Paid	71.31	81399	2261768-0	Aloe hand soap		1/19/2024	3/14/2024
COMP PD	51051821 531340	Custodial & Cleaning Supplies	2024	3	INV	Paid	17.23	81399	2263411-0	Scrub sponges		1/19/2024	3/14/2024
CONCEN	FIRS2220 541000	Professional Svcs - General	2024	3	INV	Paid	51.00	81400	82024451	OSHA Respirator Questionnaire		1/24/2024	3/14/2024
Control Systems	41759436 563000	WRF Improve Construction	2024	3	INV	Paid	35,745.39	81401	1482	MCC factory testing		2/13/2024	3/14/2024
CORPPAY	COM55720 541000	Professional Svcs - General	2024	3	INV	Paid	78.34	81402	2/24 DM	Printing- poster boards for City Hall display case		2/23/2024	3/14/2024
CORPPAY	COM55720 543000	Training & Travel	2024	3	INV	Paid	70.00	81402	2/24 DM	Sno valley chamber luncheon - G.Folkins		2/23/2024	3/14/2024
CORPPAY	COM55720 549100	City-Sponsored Expenses	2024	3	INV	Paid	31.60	81402	2/24 DM	Refreshments for meeting W/ King Co. OEM		2/23/2024	3/14/2024
CORPPAY	COM55720 549200	Dues-Subscriptions-Memberships	2024	3	INV	Paid	91.47	81402	2/24 DM	Mailchimp monthly subscription		2/23/2024	3/14/2024
CORPPAY	COM55721 541923	Photography Services	2024	3	INV	Paid	4.34	81402	2/24 DM	Bartells CM headshot printing		2/23/2024	3/14/2024
CORPPAY	EXE51310 549100	City-Sponsored Expenses	2024	3	INV	Paid	484.40	81402	2/24 DM	Pizza - Comm Ctr expansion open house 2/8/24		2/23/2024	3/14/2024
CORPPAY	POL52140 543000	Training & Travel	2024	3	INV	Paid	1,272.84	81402	2/24 M. Black	J. Meadows fuel FTO academy		2/24/2024	3/14/2024
CORPPAY	POL52150 535400	Police Firearms & Weapons	2024	3	INV	Paid	474.80	81402	2/24 M. Black	Axon taser battery packs (5)		2/24/2024	3/14/2024
CORPPAY	31137020 541000	Community Ctr - Prof'l Svcs	2024	3	INV	Paid	219.26	81402	2/24 DM	Poster boards for Comm Ctr open house		2/23/2024	3/14/2024
CORPPAY	50251888 541030	Info Tech Services	2024	3	INV	Paid	19.95	81402	2/24 IT	Paypal Payflow subscription - 143417457		2/23/2024	3/14/2024
COS	FIRS2250 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	829.99	81403	2/24 UB	Fire		3/4/2024	3/14/2024
COS	NONS1820 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	194.02	81403	2/24 UB	River walk		3/4/2024	3/14/2024
COS	PKF57680 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	11,989.75	81403	2/24 UB	Parks		3/4/2024	3/14/2024
COS	POL52150 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	962.28	81403	2/24 UB	Police		3/4/2024	3/14/2024
COS	STR54230 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	1,649.41	81403	2/24 UB	Streets		3/4/2024	3/14/2024

COS	STR54270 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	195.35	81403 2/24 UB	Median Irrigation	3/4/2024	3/14/2024
COS	40153481 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	886.17	81403 2/24 UB	Water	3/4/2024	3/14/2024
COS	40153935 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	250.07	81403 2/24 UB	Irrigation	3/4/2024	3/14/2024
COS	40253580 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	6,686.76	81403 2/24 UB	WWTP	3/4/2024	3/14/2024
COS	40353130 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	965.03	81403 2/24 UB	Storm Water	3/4/2024	3/14/2024
COS	51051821 547300	Water - Sewer - Stormwater	2024	3	INV	Paid	6,418.42	81403 2/24 UB	Central Services	3/4/2024	3/14/2024
CRIMINAL	POLS52140 543000	Training & Travel	2024	3	INV	Paid	4,212.00	81404 201133703	J.Spears - Basic Law enforcement academy	3/3/2023	3/14/2024
CRYSRPR	POLS52150 545000	Operating Rentals & Leases	2024	3	INV	Paid	166.35	81405 5310053 022524	Water cooler rental, drinking water, delivery fee	2/25/2024	3/14/2024
CSOSV	SVC56700 549400	Encompass	2024	3	INV	Paid	20,000.00	81406 First half HS fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
DOO	STR54267 548000	St Clean Repair & Maint Svcs	2024	3	INV	Paid	4,364.06	81407 783	Street sweeping	2/19/2024	3/14/2024
DOT NWR	31059533 563000	Snoq Parkway - Construction	2024	3	INV	Paid	239.64	81408 RE 41 JZ1747 L010	WSDOT Loop Repl.	2/13/2024	3/14/2024
Emily Arteche	PLNS5861 543000	Training & Travel	2024	3	INV	Paid	82.81	81409 Re E. Arteche 3/24	Mileage to WEDA conference	3/5/2024	3/14/2024
ENTENMAN	POLS52122 531050	Uniforms & Protective Gear	2024	3	INV	Paid	443.50	81410 0179677-IN	G. Horejsl - Capt. dome badge, flat badge	2/29/2024	3/14/2024
ENVTECH	STR54266 531300	Snow & Ice Control Supplies	2024	3	INV	Paid	8,001.29	81411 CD202407017	Ice Slicer - ice melt	1/17/2024	3/14/2024
ENVTECH	STR54266 531300	Snow & Ice Control Supplies	2024	3	INV	Paid	8,328.11	81411 CD202407016	Ice Slicer - ice melt	1/24/2024	3/14/2024
Evergreen Courier LL	40253585 542300	Postage & Freight	2024	3	INV	Paid	376.20	81412 1a5aa881-0016	Courier to 3rd party lab	3/3/2024	3/14/2024
FOY	SVC56700 549410	Friends of Youth	2024	3	INV	Paid	15,000.00	81413 First half HS Fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
FOYM	PKAS7680 523300	Reimb - Dues, Licenses & Cert	2024	3	INV	Paid	200.00	81414 409	Flagger Certification	2/21/2024	3/14/2024
FOYM	STR54290 523300	Reimb - Dues, Licenses & Cert	2024	3	INV	Paid	200.00	81414 409	Flagger Certification	2/21/2024	3/14/2024
FOYM	40153410 523300	Reimb - Dues, Licenses & Cert	2024	3	INV	Paid	200.00	81414 409	Flagger Certification	2/21/2024	3/14/2024
FOYM	40253510 523300	Reimb - Dues, Licenses & Cert	2024	3	INV	Paid	100.00	81414 409	Flagger Certification	2/21/2024	3/14/2024
FOYM	40353110 523300	Reimb - Dues, Licenses & Cert	2024	3	INV	Paid	100.00	81414 409	Flagger Certification	2/21/2024	3/14/2024
FOYM	40353190 523300	Reimb - Dues, Licenses & Cert	2024	3	INV	Paid	100.00	81414 409	Flagger Certification	2/21/2024	3/14/2024
GOBLE	40253555 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	10,261.76	81415 binv0011240	Wear parts for rotary lobe pumps	3/6/2024	3/14/2024
GRAINGER	51051821 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	259.99	81416 9026879438	Safety barrier for doorway	2/20/2024	3/14/2024
HARGIS	31137010 563006	Facilities Maint - Construct	2024	3	INV	Paid	405.00	81417 179985	FD boiler replacement const management	11/22/2023	3/14/2024
HCI	40253580 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	5,061.79	81418 13870153	Filters & testing supplies	1/4/2024	3/14/2024
HDF	40153481 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	1,317.12	81419 16627705	Joint couplings	2/21/2024	3/14/2024
HHM	SVC56510 549440	Helping Hands	2024	3	INV	Paid	5,000.00	81420 First half HS fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
IMC	NON51250 541115	Municipal Court Services-Costs	2024	3	INV	Paid	5,202.72	81421 SQL Dec 2023	Snoqualmie Court filings - 12/23	1/2/2024	3/14/2024
IMC	NON51250 541115	Municipal Court Services-Costs	2024	3	INV	Paid	5,644.44	81421 SQL Nov 2023	Snoqualmie Court filings - 11/23	12/1/2023	3/14/2024
Independent Review &	POLS2110 541000	Professional Svcs - General	2024	3	INV	Paid	5,460.85	81422 SPD. 1003	Investigation ref. SPD IA 24-01	2/24/2024	3/14/2024
Jacob Fouts	FIRS2245 543000	Training & Travel	2024	3	INV	Paid	1,062.82	81423 RE J. fouts 3/24	Lodging and transportation CPSE Conference	3/6/2024	3/14/2024
KC 710	POLS2360 541503	Jail Services - King County	2024	3	INV	Paid	4,740.29	81424 3004571	Booking, housing, med svcs sno inmates 12/23	1/10/2024	3/14/2024
KC 710	40153481 541000	Professional Svcs - General	2024	3	INV	Paid	176.00	81424 35007122	Utility Inspection for ROWA23-0830	2/9/2024	3/14/2024
KC 710	40253580 541000	Professional Svcs - General	2024	3	INV	Paid	352.00	81424 35007122	Utility inspections for ROWA22-0402 & ROWA22-1575	2/9/2024	3/14/2024
KC 710	50251888 542200	INET Internet Network Services	2024	3	INV	Paid	1,023.00	81424 11014389	KCIT INET Sno PD and City hall servic tech support	2/24/2024	3/14/2024
KCDA	PKF57680 531000	Office Supplies	2024	3	INV	Paid	13.76	81425 300770216	Copier/printer paper	2/21/2024	3/14/2024
KCDA	STR54230 531000	Office Supplies	2024	3	INV	Paid	13.75	81425 300770216	Copier/printer paper	2/21/2024	3/14/2024
KCDA	40153481 531000	Office Supplies	2024	3	INV	Paid	23.93	81425 300766720	Pens & Pushpins	2/1/2024	3/14/2024
KCDA	40153481 531000	Office Supplies	2024	3	INV	Paid	41.00	81425 300770216	Copier/printer paper	2/1/2024	3/14/2024
KCDA	40353110 531000	Office Supplies	2024	3	INV	Paid	23.93	81425 300766720	Pens & Pushpins	2/1/2024	3/14/2024
KCDA	40353110 531000	Office Supplies	2024	3	INV	Paid	41.00	81425 300770216	Copier/printer paper	2/1/2024	3/14/2024
KCDA	40353190 531000	Office Supplies	2024	3	INV	Paid	23.93	81425 300766720	Pens & Pushpins	2/1/2024	3/14/2024
KCDA	40353190 531000	Office Supplies	2024	3	INV	Paid	41.00	81425 300770216	Copier/printer paper	2/1/2024	3/14/2024
KCDA	50154868 531000	Office Supplies	2024	3	INV	Paid	23.93	81425 300766720	Pens & Pushpins	2/1/2024	3/14/2024
KCDA	50154868 531000	Office Supplies	2024	3	INV	Paid	41.00	81425 300770216	Copier/printer paper	2/1/2024	3/14/2024
KENSTOW	01452122 541000	Professional Svcs - General	2024	3	INV	Paid	279.65	81426 24-5533	2018 Toyota Rav 4 impound Ref 24N-0017	1/1/2024	3/14/2024
Kidvantage	SVC56510 549420	Kidvantage	2024	3	INV	Paid	1,732.50	81427 First half HS fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
LNCs	POLS2122 531050	Uniforms & Protective Gear	2024	3	INV	Paid	124.12	81428 INV770227	W. Natkha - short sleeve polo with embroidery	12/4/2023	3/14/2024
LOUEDGE	00280090 541000	Professional Svcs - General	2024	3	INV	Paid	1,855.00	81429 COS-030124-A	Egg hunt design (3 hunts) & 2024 calendar events	3/1/2024	3/14/2024
LOUEDGE	COM55720 541060	Design Services	2024	3	INV	Paid	500.00	81429 COS-030124-B	City Hall Display case - All Inclusive park poster	3/5/2023	3/14/2024
LOUEDGE	COM55721 541923	Photography Services	2024	3	INV	Paid	200.00	81429 COS-030124-B	E. Arteche, D. Bouta headshot re-touch service	3/5/2023	3/14/2024
MADRONA	LEGS1541 541100	Outside Legal Services - Gen	2024	3	INV	Paid	35,387.00	81430 12475	Interim city attorney - various matters	3/7/2024	3/14/2024
MAMMAS	SVC56540 549400	Mamma's Hands	2024	3	INV	Paid	7,500.00	81431 First half HS fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
Mike Bailey	FIRS2245 543000	Training & Travel	2024	3	INV	Paid	1,188.04	81432 RE M. Bailey 3/24	Lodging for CPSE Conference	3/6/2024	3/14/2024
MONROECC	40353145 548000	Repair & Maintenance Services	2024	3	INV	Paid	1,006.85	81433 MCC2311.1607	Contracted inmate services for stormwater assist	12/13/2023	3/14/2024
MOTOROLA	POLS2122 531910	Operating Supplies	2024	3	INV	Paid	257.57	81434 8281782998	J. Weiss APX wireless remote speaker Mic	12/15/2023	3/14/2024
MOTOROLA	POLS2122 541000	Professional Svcs - General	2024	3	INV	Paid	9,143.43	81434 8230381089	50% Split Snoq Spillman CAD, Records Maint	9/1/2022	3/14/2024

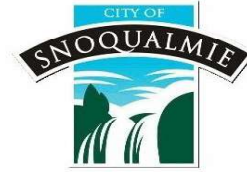
MOTOROLA	01452122 531910	Operating Supplies	2024	3	INV	Paid	257.57	81434 8281782998	M. sanchez APX wireless remote speaker Mic	12/15/2023	3/14/2024
MOTOROLA	01452122 541000	Professional Svcs - General	2024	3	INV	Paid	9,143.42	81434 8230381089	50% Split NB Spillman CAD, Records Maint	9/1/2022	3/14/2024
MP	00280090 549300	Printing	2024	3	INV	Paid	220.52	81435 92346	Egg hunt - AM hunt signs	2/28/2024	3/14/2024
MP	POL52122 549300	Printing	2024	3	INV	Paid	121.34	81435 92047	E. Rasmussen & W. Natkha business cards	1/8/2024	3/14/2024
MP	01452122 549300	Printing	2024	3	INV	Paid	182.02	81435 92047	M. Peter, M. Sanchez & K. Hoyla business cards	1/8/2024	3/14/2024
MP	40153481 531000	Office Supplies	2024	3	INV	Paid	238.86	81435 92390	Envelopes for Utility Billing	3/5/2024	3/14/2024
MP	40153481 549300	Printing	2024	3	INV	Paid	320.53	81435 92387	Feb 2024 Utility Billing printing	3/5/2024	3/14/2024
MP	40253580 531000	Office Supplies	2024	3	INV	Paid	238.86	81435 92390	Envelopes for Utility Billing	3/5/2024	3/14/2024
MP	40253580 549300	Printing	2024	3	INV	Paid	320.53	81435 92387	Feb 2024 Utility Billing printing	3/5/2024	3/14/2024
MP	40353130 531000	Office Supplies	2024	3	INV	Paid	238.86	81435 92390	Envelopes for Utility Billing	3/5/2024	3/14/2024
MP	40353130 549300	Printing	2024	3	INV	Paid	320.54	81435 92387	Feb 2024 Utility Billing printing	3/5/2024	3/14/2024
MTSI SEN	SVCS6900 549400	Mt. Si Senior Center	2024	3	INV	Paid	16,332.50	81436 First half Hs Fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
NAVIA AP	00150020 522300	HRA Medical Reimbursements	2024	3	INV	Paid	10.50	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	CLKS1420 522300	HRA Medical Reimbursements	2024	3	INV	Paid	4.20	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	COM55720 522300	HRA Medical Reimbursements	2024	3	INV	Paid	8.40	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	EVE57120 522300	HRA Medical Reimbursements	2024	3	INV	Paid	2.94	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	EXE51310 522300	HRA Medical Reimbursements	2024	3	INV	Paid	4.20	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	FINS1423 522300	HRA Medical Reimbursements	2024	3	INV	Paid	36.12	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	FIR52220 522300	HRA Medical Reimbursements	2024	3	INV	Paid	0.42	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	HUMS1810 522300	HRA Medical Reimbursements	2024	3	INV	Paid	5.88	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	NONS1810 541000	Professional Svcs - General	2024	3	INV	Paid	50.00	81437 10821530	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	PKAS7680 522300	HRA Medical Reimbursements	2024	3	INV	Paid	0.84	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	PKF57680 522300	HRA Medical Reimbursements	2024	3	INV	Paid	23.10	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	PLNS5860 522300	HRA Medical Reimbursements	2024	3	INV	Paid	11.76	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	POL52110 522300	HRA Medical Reimbursements	2024	3	INV	Paid	7.90	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	POL52121 522300	HRA Medical Reimbursements	2024	3	INV	Paid	4.20	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	POL52122 522300	HRA Medical Reimbursements	2024	3	INV	Paid	49.98	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	POL52131 522300	HRA Medical Reimbursements	2024	3	INV	Paid	8.40	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	STR54230 522300	HRA Medical Reimbursements	2024	3	INV	Paid	6.30	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	STR54290 522300	HRA Medical Reimbursements	2024	3	INV	Paid	0.84	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	01452110 522300	HRA Medical Reimbursements	2024	3	INV	Paid	4.70	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	01452122 522300	HRA Medical Reimbursements	2024	3	INV	Paid	42.00	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	31132010 522300	HRA Medical Reimbursements	2024	3	INV	Paid	2.23	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	31132020 522300	HRA Medical Reimbursements	2024	3	INV	Paid	3.11	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	31132030 522300	HRA Medical Reimbursements	2024	3	INV	Paid	3.07	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	40153410 522300	HRA Medical Reimbursements	2024	3	INV	Paid	1.47	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	40153481 522300	HRA Medical Reimbursements	2024	3	INV	Paid	10.50	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	40153915 522300	HRA Medical Reimbursements	2024	3	INV	Paid	0.63	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	40153935 522300	HRA Medical Reimbursements	2024	3	INV	Paid	6.30	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	40253510 522300	HRA Medical Reimbursements	2024	3	INV	Paid	1.68	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	40253580 522300	HRA Medical Reimbursements	2024	3	INV	Paid	25.20	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	40353110 522300	HRA Medical Reimbursements	2024	3	INV	Paid	1.26	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	40353130 522300	HRA Medical Reimbursements	2024	3	INV	Paid	12.60	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	40353190 522300	HRA Medical Reimbursements	2024	3	INV	Paid	8.40	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	41759431 522300	HRA Medical Reimbursements	2024	3	INV	Paid	2.73	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	41759434 522300	HRA Medical Reimbursements	2024	3	INV	Paid	5.46	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	41759435 522300	HRA Medical Reimbursements	2024	3	INV	Paid	5.46	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	50154861 522300	HRA Medical Reimbursements	2024	3	INV	Paid	0.42	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	50154868 522300	HRA Medical Reimbursements	2024	3	INV	Paid	6.30	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	50251888 522300	HRA Medical Reimbursements	2024	3	INV	Paid	16.80	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	51051820 522300	HRA Medical Reimbursements	2024	3	INV	Paid	0.21	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NAVIA AP	51051821 522300	HRA Medical Reimbursements	2024	3	INV	Paid	6.29	81437 10821531	FSA Admin Fees - February	2/28/2024	3/14/2024
NB AUTOG	FIR52220 531910	Operating Supplies	2024	3	INV	Paid	42.24	81438 020552	Coral, BLE DEF, 2.5Gal	2/21/2024	3/14/2024
NB AUTOG	FIR52220 531910	Operating Supplies	2024	3	INV	Paid	106.13	81438 021586	Motor oil, Mpackt L, XL	3/7/2024	3/14/2024
NB AUTOG	40153481 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	61.91	81438 019176	Clamps	2/7/2024	3/14/2024
Nicole Wiebe	EVE57120 543000	Training & Travel	2024	3	INV	Paid	105.86	81439 RE N. Wiebe 3/24	Mileage for WEDA conference events	3/5/2024	3/14/2024
NORCAM	FIR52220 541511	Dispatch Services	2024	3	INV	Paid	15,771.36	81440 0001675	Q2 2024 fees	3/1/2024	3/14/2024
NWSC	FIR52220 541000	Professional Svcs - General	2024	3	INV	Paid	758.33	81441 23-36934	Cleaning of suspenders & inspection	12/8/2023	3/14/2024
OD 32559	40253580 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	1,063.95	81442 347736603001	Replace fridge in break room for PW staff	2/5/2024	3/14/2024

OTAK	31175050 541063	Kimball Ck Bridges -Prof'l Svcs	2024	3	INV	Paid	8,822.69	81443 000022400476	Kimball Creek Bridges design & Permitting	3/1/2024	3/14/2024
PARAMET	31137020 541000	Community Ctr - Prof'l Svcs	2024	3	INV	Paid	6,619.00	81444 52382	Comm Ctr design/build support services	1/22/2024	3/14/2024
PF&SINC	40153481 548000	Repair & Maintenance Services	2024	3	INV	Paid	473.72	81445 97564	Annual Alarm inspection	11/14/2023	3/14/2024
PF&SINC	51051821 548000	Repair & Maintenance Services	2024	3	INV	Paid	675.18	81445 97533	Fire/Burglar alarm repair & monitoring	11/14/2023	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	775.95	81446 356123	Copier kit overage	8/17/2022	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	761.21	81446 268204	Printer maintenance	7/10/2023	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	527.94	81446 368098	Copier Kit overage	8/23/2023	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	538.87	81446 439390	Copier kit overage	9/25/2023	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	641.05	81446 954396	Copier Kit Overage	2/23/2023	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	667.84	81446 154360	Copier kit overage	5/13/2022	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	20.16	81446 350533	Copier Kit overage	8/15/2023	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	583.12	81446 837313	Copier kit overage	11/26/2023	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	542.45	81446 906893	Copier Kit overage	12/26/2023	3/14/2024
POA-OR	50251888 545200	Rent - Furniture & Equipment	2024	3	INV	Paid	110.12	81446 013755	Copier Kit overage	2/8/2024	3/14/2024
PRO-TOW	01452122 541000	Professional Svcs - General	2024	3	INV	Paid	840.97	81447 43571	Evidence impound 2021 mazda 6 ref23N-4731	1/5/2024	3/14/2024
PSE	POLS2150 547100	Electricity	2024	3	INV	Paid	887.76	81448 002083 2/24	Electricity	2/26/2024	3/14/2024
PSE	STR54263 547100	Electricity	2024	3	INV	Paid	24.06	81448 431306 2-24	Electricity	2/29/2024	3/14/2024
PSE	40153481 547100	Electricity	2024	3	INV	Paid	11,334.58	81448 004220 2/24	Electricity	2/26/2024	3/14/2024
PSE	40153482 547100	Electricity	2024	3	INV	Paid	5,274.59	81448 004220 2/24	Electricity	2/26/2024	3/14/2024
PSRFA	50154868 548000	Repair & Maintenance Services	2024	3	INV	Paid	5,982.43	81449 7015	Fire apparatus repair and service	3/1/2024	3/14/2024
PSRFA	50154868 548000	Repair & Maintenance Services	2024	3	INV	Paid	20.68	81449 6964	Fire apparatus repair & service/coolant leak	3/1/2024	3/14/2024
PSTEST	POLS2110 541000	Professional Svcs - General	2024	3	INV	Paid	165.00	81450 2023-1347	Candidate agency test site add-ons 11-21-23	12/13/2023	3/14/2024
PSTEST	POLS2110 549200	Dues-Subscriptions-Memberships	2024	3	INV	Paid	216.00	81450 2023-1550	Subscription fee - Oct-Dec 23 - PD Officer test	12/28/2023	3/14/2024
Puget Sound Emergenc	POLS2150 542100	Cellular Telephone	2024	3	INV	Paid	10,632.96	81451 129	Public safety radios - 4th quarter 2023	11/15/2023	3/14/2024
REGA	63358930 589304	KC Pet License Fees Remittance	2024	3	INV	Paid	45.00	81452 102315	Pet license renewal - 353196 & 692728	3/1/2024	3/14/2024
ROBERTH	FINS1423 541190	Temporary Agency Personnel	2024	3	INV	Paid	922.25	81453 63277655	Contractor Dewar - Finance, (17 hrs)	3/4/2024	3/14/2024
Saybr Contractors	PKF57680 548000	Repair & Maintenance Services	2024	3	INV	Paid	22,967.75	81454 29475	RR park electrical and stairs repair	2/29/2024	3/14/2024
SCORE	POLS2360 541504	Jail Services - SCORE	2024	3	INV	Paid	8,948.00	81455 7432	SCORE Snoq Inmates 11/23	12/11/2023	3/14/2024
SCORE	POLS2360 541504	Jail Services - SCORE	2024	3	INV	Paid	5,123.22	81455 7630	SCORE Snoq inmates Jan 2024	2/12/2024	3/14/2024
SEATIMES	CLK51420 541320	Legal Notices	2024	3	INV	Paid	112.50	81456 73954	Ordinance 1288	3/3/2024	3/14/2024
SIVIEWC	SVC57120 549400	Si View Community Foundation	2024	3	INV	Paid	750.00	81457 First half HS fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
SNOQ VS	01452122 532100	Gasoline/Diesel Fuel	2024	3	INV	Paid	2,829.44	81458 7945	NB Police Fuel	3/4/2024	3/14/2024
SNOQ VS	50154868 532100	Gasoline/Diesel Fuel	2024	3	INV	Paid	8,780.49	81458 7945	Snoqualmie Fleet Fuel	3/4/2024	3/14/2024
SPOK	40153935 542000	Telephone Service	2024	3	INV	Paid	29.03	81459 H0303878N	Monthly irrigation pager fee	2/15/2024	3/14/2024
STAVE	NONS1591 541111	Public Defender Services	2024	3	INV	Paid	400.00	81460 Stav_9547798567	Public defender - Snoq case 235-5496	12/10/2023	3/14/2024
STAVE	NONS1591 541111	Public Defender Services	2024	3	INV	Paid	400.00	81460 Stav_9547798578	Public Defender Snoq case 205-5113	2/3/2024	3/14/2024
STVDP	SVC56510 549450	The Trail Youth	2024	3	INV	Paid	5,000.00	81461 First half HS fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
SVCN	SVC56700 549420	Empower Youth Network	2024	3	INV	Paid	25,000.00	81462 First half HS fund	Human Services funding - First half of 2024	3/1/2024	3/14/2024
SVFB	SVC56510 549400	Snoqualmie Valley Food Bank	2024	3	INV	Paid	25,000.00	81463 First half HS fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
SVSS	SVC56540 549410	Snoqualmie Valley Shelter	2024	3	INV	Paid	15,000.00	81464 First half HS fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
TODDSTOW	POLS2122 541000	Professional Svcs - General	2024	3	INV	Paid	343.35	81465 45946	Evidence impound 2016 Ford Escape Ref 23s-5900	12/16/2023	3/14/2024
TODDSTOW	01452122 541000	Professional Svcs - General	2024	3	INV	Paid	515.03	81465 45984	impound 2000 plymouth Neon ref 24N-0024	1/8/2024	3/14/2024
TODDSTOW	01452122 541000	Professional Svcs - General	2024	3	INV	Paid	515.03	81465 46056	impound Blu 2008 mini cooper ref 24N-0101	1/8/2024	3/14/2024
TODDSTOW	01452122 541000	Professional Svcs - General	2024	3	INV	Paid	686.70	81465 46257	Impound Blk 2020 kia rio ref 24N-0346	1/26/2024	3/14/2024
TRANSU	POLS2110 549200	Dues-Subscriptions-Memberships	2024	3	INV	Paid	265.72	81466 944321-202402-1	Credit check current and contract charges 2/24	3/1/2024	3/14/2024
TTYOUTH	SVC56700 549450	The Trail Youth	2024	3	INV	Paid	10,500.00	81467 First half HS fund	Human Services funding - First half 2024	3/1/2024	3/14/2024
UNAMCALI	31137020 541000	Community Ctr - Prof'l Svcs	2024	3	INV	Paid	4,000.00	81468 3/4/24	Comm Ctr expansion town hall facilitation	3/7/2024	3/14/2024
VALLEYD	NONS1591 541111	Public Defender Services	2024	3	INV	Paid	6,650.00	81469 Dec-23	Public Defense services - Snoq cases - Dec 2023	12/1/2023	3/14/2024
VALLEYD	NONS1591 541111	Public Defender Services	2024	3	INV	Paid	6,650.00	81469 Jan-24	Public Defense services - Snoq cases - Jan 2024	1/1/2024	3/14/2024
VALLEYD	NONS1591 541111	Public Defender Services	2024	3	INV	Paid	6,650.00	81469 Feb-24	Public Defense Services - Snoq cases - Feb 2024	2/29/2024	3/14/2024
VERIZCS	50251888 542010	Cellular Telephone	2024	3	INV	Paid	12,148.10	81470 9956848794	Monthly cellular telephone service	2/16/2024	3/14/2024
Water Buffalo, Inc	40158210 582108	Meter-Tank-Hydrant. Deposits	2024	3	INV	Paid	2,500.00	81471 539897	Meter deposit Refund FH-23-012	3/7/2024	3/14/2024
WESTPAY	POLS2110 549200	Dues-Subscriptions-Memberships	2024	3	INV	Paid	216.11	81472 849828133	Clear research base monthly fee 2/24	3/7/2024	3/14/2024
WLACE	51051821 531300	Repair & Maintenance Supplies	2024	3	INV	Paid	92.09	81473 15311296	Pest Control	2/21/2024	3/14/2024
WMG	40153935 541000	Professional Svcs - General	2024	3	INV	Paid	4,004.98	81474 21816	March 2024 Maxicom monitoring service	2/22/2024	3/14/2024
WSP BF	POLS2110 541000	Professional Svcs - General	2024	3	INV	Paid	79.50	81475 12401874	Fingerprinting background checks 9/23	10/2/2023	3/14/2024
WSP BF	POLS2110 541000	Professional Svcs - General	2024	3	INV	Paid	172.25	81475 12403108	Fingerprinting background checks 11/23	12/1/2023	3/14/2024
WSP BF	POLS2110 541000	Professional Svcs - General	2024	3	INV	Paid	159.00	81475 12403387	Fingerprinting background checks 12/23	1/2/2024	3/14/2024
WSP BF	POLS2110 541000	Professional Svcs - General	2024	3	INV	Paid	92.75	81475 12404218	Fingerprinting background checks 1/24	2/1/2024	3/14/2024



Payroll
Blanket Voucher Document

Claims presented to the City to be paid on 3/22/2024 in the amount of 346,760.66 which includes claim warrants numbered - through -, totaling \$ 0.00, and direct deposits totaling \$ 346,760.66.



ACH Check Register

User: 'itreptow'
 Printed: 03/21/2024 - 3:45PM
 Batch: 00002.03
 Include Partial: TRUE

Check Date	Check	Partial ACH	Employee Name	Amount
03/22/2024	0	False	Bryan Holloway	483.05
03/22/2024	0	False	Catherine Cotton	434.69
03/22/2024	0	False	Louis Washington	334.69
03/22/2024	0	False	Ethan Benson	434.69
03/22/2024	0	False	Jolyon Johnson	434.69
03/22/2024	0	False	Robert Wotton	284.69
03/22/2024	0	False	Cara Christensen	434.69
03/22/2024	0	False	Katherine Ross	1,920.62
03/22/2024	0	False	Deana Dean	3,882.93
03/22/2024	0	False	Tania Holden	3,264.03
03/22/2024	0	False	Jimmie Betts Jr.	2,632.40
03/22/2024	0	False	Brendon Ecker	2,314.34
03/22/2024	0	False	Andrew Latham	2,878.48
03/22/2024	0	False	Andrew Jongekryg	2,339.82
03/22/2024	0	False	Samantha Brumfield	1,708.28
03/22/2024	0	False	Kimberly Johnson	3,682.48
03/22/2024	0	False	Nicole Wiebe	2,464.06
03/22/2024	0	False	Andrew Bouta	4,418.79
03/22/2024	0	False	Jennifer Hughes	3,194.21
03/22/2024	0	False	Heather Florida	2,442.64
03/22/2024	0	False	Gerald Knutsen	3,636.69
03/22/2024	0	False	Kyla Henderson	3,089.63
03/22/2024	0	False	Janna Walker	3,389.17
03/22/2024	0	False	Tami Wood	3,019.59
03/22/2024	0	False	Gail Folkins	2,292.65
03/22/2024	0	False	Danna McCall	3,366.64
03/22/2024	0	False	Brian Lynch	4,566.41
03/22/2024	0	False	Melinda Black	3,464.38
03/22/2024	0	False	Stephanie Butler	3,113.58
03/22/2024	0	False	Austin Gutwein	5,724.54
03/22/2024	0	False	Joseph Spears	3,849.90
03/22/2024	0	False	Drew Ward	4,332.32
03/22/2024	0	False	Michael Peter	3,283.78
03/22/2024	0	False	Max Bostick	2,418.00
03/22/2024	0	False	Pamela Mandery	4,608.40
03/22/2024	0	False	James Aguirre	3,659.16
03/22/2024	0	False	Michael Liebetrau	3,149.78
03/22/2024	0	False	Kobe Hoyla	2,196.50
03/22/2024	0	False	Craig Miller	4,946.51
03/22/2024	0	False	Daniel Moate	4,387.42
03/22/2024	0	False	Marcus Sanchez	4,222.09
03/22/2024	0	False	Joseph Meadows	3,137.18
03/22/2024	0	False	Cory Hendricks	3,265.16
03/22/2024	0	False	Nicholas Schulgen	3,037.07
03/22/2024	0	False	David Doucett	3,560.57
03/22/2024	0	False	William Natkha	2,240.29

03/22/2024	0	False	Erik Rasmussen	2,525.82
03/22/2024	0	False	Chase Smith	4,053.36
03/22/2024	0	False	James Kaae	4,854.08
03/22/2024	0	False	Jason Weiss	6,509.20
03/22/2024	0	False	Nigel Draveling	2,946.92
03/22/2024	0	False	Dmitriy Vladis	4,498.78
03/22/2024	0	False	Christopher Werre	3,463.77
03/22/2024	0	False	Philip Bennett	4,229.56
03/22/2024	0	False	Justin Ren	2,923.14
03/22/2024	0	False	Kerry O'Neil	2,657.90
03/22/2024	0	False	Dalton Hawk	2,437.38
03/22/2024	0	False	Jason Battles	3,473.36
03/22/2024	0	False	Neil MacVicar	2,656.41
03/22/2024	0	False	Jorge Orozco	2,725.66
03/22/2024	0	False	Austin Hilton	2,642.32
03/22/2024	0	False	Ryan Barnett	3,195.94
03/22/2024	0	False	Michael Chambless	5,666.77
03/22/2024	0	False	Kyle Markwardt	2,383.39
03/22/2024	0	False	Christine Iverson Stinson	2,415.85
03/22/2024	0	False	Lyle Beach	4,474.05
03/22/2024	0	False	Patrick Fry	3,735.67
03/22/2024	0	False	Jeffrey Hamlin	4,735.59
03/22/2024	0	False	Andrew Vining	3,661.81
03/22/2024	0	False	Hind Ahmed	3,956.18
03/22/2024	0	False	Thomas Holmes	6,016.36
03/22/2024	0	False	Alec Bagley	2,615.38
03/22/2024	0	False	Joan Quade	2,205.98
03/22/2024	0	False	Ryan Dalziel	3,065.22
03/22/2024	0	False	Thai Pham	3,130.01
03/22/2024	0	False	Jason George	4,137.83
03/22/2024	0	False	Kevin Halbert	2,843.15
03/22/2024	0	False	Timothy Barrett	3,688.27
03/22/2024	0	False	Donald Harris	4,648.02
03/22/2024	0	False	Kevin Snyder	4,018.68
03/22/2024	0	False	Kenneth Knowles	3,531.29
03/22/2024	0	False	Christopher Wilson	2,510.00
03/22/2024	0	False	Todd Shinn	3,618.64
03/22/2024	0	False	Matthew Hedger	4,788.46
03/22/2024	0	False	John Cooper	3,753.43
03/22/2024	0	False	Emily Arteche	4,728.93
03/22/2024	0	False	Ashley Wragge	2,263.91
03/22/2024	0	False	Ilyse Treptow	2,994.50
03/22/2024	0	False	Rebecca Buelna	2,475.62
03/22/2024	0	False	Dylan Gamble	2,933.77
03/22/2024	0	False	Michael Bailey	5,717.02
03/22/2024	0	False	Jessica Rellamas	1,772.12
03/22/2024	0	False	Tylor Fischer	3,952.39
03/22/2024	0	False	Zachary Schumann	6,101.70
03/22/2024	0	False	Jacob Fouts	4,886.08
03/22/2024	0	False	Darby Summers	3,035.71
03/22/2024	0	False	Theresa Tozier	3,316.68
03/22/2024	0	False	Gregory Heath	3,104.70
03/22/2024	0	False	Albert Wolfe	4,671.58
03/22/2024	0	False	Nicholas Lathrop	4,640.67
03/22/2024	0	False	Matthew West	5,260.00
03/22/2024	0	False	Robert Lasswell	4,564.38
03/22/2024	0	False	Benjamin Parker	3,816.38
03/22/2024	0	False	Peter O'Donnell	3,189.21

Item 2.

Partial ACH: 0.00
Regular ACH: 346,760.66
Total: 346,760.66

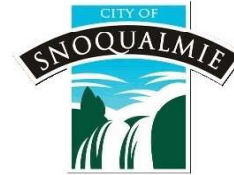
Total 104

Accounts Payable

PV3-22-24

Item 2.

Blanket Voucher Approval Document



User: THolden
 Printed: 03/26/2024 - 1:31PM
 Warrant Request Date: 3/22/2024
 DAC Fund:

Batch: 00002.03.2024 - PV3-22-2024

City of Snoqualmie

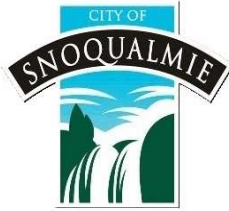
Claims presented to the City to be paid in the amount of \$ 257,890.07
 for claims warrants numbered 62403 through 62408 & dated 3/22/2024.

Line	Claimant	Voucher No.	Amount
1	AFLAC	000000000	39.07
2	CITY OF SNOQUALMIE	000062403	476.68
3	Dept of Retirement Syst.-PERS	000000000	44,391.55
4	Dept. of Labor & Industries	000000000	16,384.67
5	Dept. of Retirement Syst.- DCP	000000000	21,989.92
6	Dept. of Retirement Syst.- PSERS	000000000	1,161.83
7	Dept. of Retirement Syst.-LEOFF	000000000	29,037.42
8	Employment Security Dept.	000000000	1,004.73
9	Employment Security Dept.	000000000	3,760.66
10	Employment Security Dept.	000000000	2,408.59
11	IAFF Firepac-Political Affairs Dept.	000062404	2.09
12	IAFF LOCAL #2878	000062405	1,346.11
13	ICMA Retirement Trust -303907	000000000	2,200.00
14	IRS-Payroll EFTPS	000000000	128,510.83
15	Office of Support Enforcement - DSHS	000000000	1,434.17
16	Snoqualmie Police Association	000062406	900.00
17	Teamsters Local Union #763	000062407	2,123.75
18	Voya Institutional Trust Company	000000000	225.00
19	Western States Police Medical Trust	000062408	493.00
Page Total:			\$257,890.07
Grand Total:			\$257,890.07

Accounts Payable

Check Detail

User: ITreptow
Printed: 03/27/2024 - 9:15AM



Check Number	Check Date	Amount
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90110 - AFLAC Line Item Account

0	03/22/2024	
Inv		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
03/21/2024	PR Batch 00002.03.2024 AFLAC-Pre Tax	631-00-000-231-50-19-000
		39.07
Inv Total		39.07
0 Total:		39.07

90110 - AFLAC Total:

39.07

90099 - CITY OF SNOQUALMIE Line Item Account

62403	03/22/2024	
Inv		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
03/21/2024	PR Batch 00002.03.2024 FSA	631-00-000-231-50-15-000
		476.68
Inv Total		476.68
62403 Total:		476.68

90099 - CITY OF SNOQUALMIE Total:

476.68

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

0	03/22/2024	
Inv		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
03/21/2024	PR Batch 00002.03.2024 PERS 3 Employer	631-00-000-231-50-16-000
		3,929.35
03/21/2024	PR Batch 00002.03.2024 PERS 2 Employer	631-00-000-231-50-16-000
		22,688.22
03/21/2024	PR Batch 00002.03.2024 PERS2 Employee	631-00-000-231-50-16-000
		15,316.06
03/21/2024	PR Batch 00002.03.2024 PERS 3 Employee	631-00-000-231-50-16-000
		2,457.92
Inv Total		44,391.55
0 Total:		44,391.55

90070 - Dept of Retirement Syst.-PERS Total:

44,391.55

90010 - Dept. of Labor & Industries Line Item Account

0 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 L&I Employee	631-00-000-231-50-73-000	2,419.11
03/21/2024	PR Batch 00002.03.2024 L&I Employer	631-00-000-231-50-73-000	13,965.56

Inv Total 16,384.67

0 Total: 16,384.67

90010 - Dept. of Labor & Industries Total: 16,384.67

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

0 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 DCP-Employer-Supplement	631-00-000-231-50-19-000	1,462.50
03/21/2024	PR Batch 00002.03.2024 Deffered Comp Percentage	631-00-000-231-50-19-000	470.42
03/21/2024	PR Batch 00002.03.2024 Defferd Comp Roth Flat	631-00-000-231-50-19-000	618.50
03/21/2024	PR Batch 00002.03.2024 DCP Flat Employee	631-00-000-231-50-19-000	13,870.00
03/21/2024	PR Batch 00002.03.2024 DCP-Employer	631-00-000-231-50-19-000	5,568.50

Inv Total 21,989.92

0 Total: 21,989.92

90105 - Dept. of Retirement Syst.- DCP Total: 21,989.92

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

0 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 PSERS Employer	631-00-000-231-50-16-000	691.65
03/21/2024	PR Batch 00002.03.2024 PSERS Employee	631-00-000-231-50-16-000	470.18

Inv Total 1,161.83

0 Total: 1,161.83

90075 - Dept. of Retirement Syst.- PSERS Total: 1,161.83

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

0 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 LEOFF 2 Employee	631-00-000-231-50-16-000	17,883.71
03/21/2024	PR Batch 00002.03.2024 LEOFF 2 Employer	631-00-000-231-50-16-000	11,153.71

Inv Total 29,037.42

0 Total: 29,037.42

90030 - Dept. of Retirement Syst.-LEOFF Total: 29,037.42

90022 - Employment Security Dept. Line Item Account

0 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 WA Paid Fam. & Med. Leave	631-00-000-231-50-32-000	1,074.47
03/21/2024	PR Batch 00002.03.2024 WA Paid Fam. & Med. Leave	631-00-000-231-50-32-000	2,686.19
03/21/2024	PR Batch 00002.03.2024 Emp Sec- Unemployment Tax	631-00-000-231-50-50-000	1,004.73
03/21/2024	PR Batch 00002.03.2024 WA Cares	631-00-000-231-50-32-000	2,408.59

Inv Total 7,173.98

0 Total: 7,173.98

90023 - Employment Security Dept. Total: 7,173.98

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

62404 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 IAFF-FirePac	631-00-000-231-50-50-000	2.09

Inv Total 2.09

62404 Total: 2.09

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

90045 - IAFF LOCAL #2878 Line Item Account

62405 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 IAFF-Local 2878 Fire	631-00-000-231-50-21-000	1,346.11

Inv Total 1,346.11

62405 Total: 1,346.11

90045 - IAFF LOCAL #2878 Total: 1,346.11

90100 - ICMA Retirement Trust -303907 Line Item Account

0 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 ICMA-Employer Supplement	631-00-000-231-50-19-000	125.00
03/21/2024	PR Batch 00002.03.2024 ICMA-Employee	631-00-000-231-50-19-000	1,362.50
03/21/2024	PR Batch 00002.03.2024 ICMA-Employer	631-00-000-231-50-19-000	712.50

Inv Total 2,200.00

0 Total: 2,200.00

90100 - ICMA Retirement Trust -303907 Total:

2,200.00

90085 - IRS-Payroll EFTPS Line Item Account

0 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 Medicare Employee	631-00-000-231-50-27-000	7,367.53
03/21/2024	PR Batch 00002.03.2024 Medicare Employer	631-00-000-231-50-27-000	7,367.53
03/21/2024	PR Batch 00002.03.2024 FICA Employee	631-00-000-231-50-27-000	26,619.66
03/21/2024	PR Batch 00002.03.2024 Federal Income Tax	631-00-000-231-50-27-000	60,536.45
03/21/2024	PR Batch 00002.03.2024 FICA Employer	631-00-000-231-50-27-000	26,619.66

Inv Total 128,510.83

0 Total: 128,510.83

90085 - IRS-Payroll EFTPS Total:

128,510.83

90060 - Office of Support Enforcement - DSHS Line Item Account

0 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 Child Support	631-00-000-231-50-30-000	1,434.17

Inv Total 1,434.17

0 Total: 1,434.17

90060 - Office of Support Enforcement - DSHS Total:

1,434.17

90180 - Snoqualmie Police Association Line Item Account

62406 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 Police Union Dues	631-00-000-231-50-21-000	900.00

Inv Total 900.00

62406 Total: 900.00

90180 - Snoqualmie Police Association Total: 900.00

90040 - Teamsters Local Union #763 Line Item Account

62407 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 Teamsters Union Dues	631-00-000-231-50-21-000	2,123.75

Inv Total 2,123.75

62407 Total: 2,123.75

90040 - Teamsters Local Union #763 Total: 2,123.75

90095 - Voya Institutional Trust Company Line Item Account

0 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 Voya-Employer	631-00-000-231-50-19-000	100.00
03/21/2024	PR Batch 00002.03.2024 Voya-Employee	631-00-000-231-50-19-000	125.00

Inv Total 225.00

0 Total: 225.00

90095 - Voya Institutional Trust Company Total: 225.00

90400 - Western States Police Medical Trust Line Item Account

62408 03/22/2024

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	PR Batch 00002.03.2024 W States Police Medical Trust	631-00-000-231-50-17-000	493.00

Inv Total 493.00

62408 Total: 493.00

90400 - Western States Police Medical Trust Total: 493.00

Check Number Check Date

A Item 2.

Total:

=====
257,890.07
=====






Claims Approval Report F&A 4-2-24, CM 4-8-24

Final Audit Report

2024-03-27

Created:	2024-03-27
By:	Tania Holden (THolden@snoqualmiewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX27ni9b-qo4W3UmbFyLbboD-D12dPUIY

"Claims Approval Report F&A 4-2-24, CM 4-8-24" History

-  Document created by Tania Holden (THolden@snoqualmiewa.gov)
2024-03-27 - 5:06:32 PM GMT
-  Document emailed to Jerry Knutsen (JKnutsen@snoqualmiewa.gov) for signature
2024-03-27 - 5:07:26 PM GMT
-  Email viewed by Jerry Knutsen (JKnutsen@snoqualmiewa.gov)
2024-03-27 - 6:56:06 PM GMT
-  Document e-signed by Jerry Knutsen (JKnutsen@snoqualmiewa.gov)
Signature Date: 2024-03-27 - 6:57:51 PM GMT - Time Source: server
-  Agreement completed.
2024-03-27 - 6:57:51 PM GMT



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-023
April 22, 2024
Resolution

AGENDA BILL INFORMATION

TITLE:	AB24-023: Resolution Adopting Commission and Committee Handbook	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
PROPOSED ACTION:	Approve Resolution No. 1681 Adopting the Commission and Committee Handbook	

REVIEW:	Department Director/Peer	Mike Chambless	3/4/2024
	Finance	n/a	Click or tap to enter a date.
	Legal	David Linehan	2/28/2024
	City Administrator	Mike Chambless	3/4/2024

DEPARTMENT:	Administration		
STAFF:	Deana Dean, City Clerk		
COMMITTEE:	Finance & Administration	COMMITTEE DATE: April 2, 2024	
EXHIBITS:	1. Commission and Committee Handbook 2. Resolution 1681		

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

SUMMARY

INTRODUCTION

The Commission and Committee Handbook (Handbook) has been updated to provide more consistent processes and procedures and to establish a standard code of conduct across all City of Snoqualmie commissions and committees.

BACKGROUND

The Handbook was first adopted administratively in December 2014 and has had revisions in 2020 and 2022.

ANALYSIS

Update information includes removing redundant and outdated provisions, clarifying attendance and excused-absence policies, updating procedures for chair and vice-chair elections, removing unnecessary bylaws, and adding the local-planning training video for Planning Commissioners. Staff would like Council to approve this Resolution to formally adopt the Handbook which will constitute the official rules of the Commissions and Committees. Snoqualmie Municipal Code sections that are affected by changes to this Handbook will be updated simultaneously under AB24-026.

BUDGET IMPACTS

None.

NEXT STEPS

4/2/24 Finance & Administration Committee review.

4/22/24 Move to approve Resolution No. 1681 Adopting the Commission and Committee Handbook.

(Note: An ordinance with accompanying Snoqualmie Municipal Code amendments will be presented at the 4/2/24 Finance & Administration meeting, with a first reading requested for the 4/8/24 City Council meeting, and a second reading and proposed adoption occurring at the 4/22/24 City Council meeting.)

PROPOSED ACTION

Move to approve Resolution No. 1681, Adopting the Commission and Committee Handbook.



COMMISSION AND COMMITTEE HANDBOOK

Approved by Resolution No. 1681



Message from the Mayor

Congratulations on your appointment! Thank you for your willingness to serve the Snoqualmie community on a commission or committee.

As a member, you will be part of an advisory body that will provide input on important decisions that will ultimately be reviewed by City Council.

Your appointment carries a great deal of responsibility. You will be expected to maintain the highest level of ethical standards and avoid the appearance of conflicts of interest. Your preparation for and regular attendance at meetings are vital to the success of your term. Your level of participation will directly correlate to the satisfaction you derive from your experience.

As you put your time and considerable talents to work, it is critical that you keep the public interest in mind. You are not only a representative; you are an ambassador for your community.

Again, I deeply appreciate your commitment to public service and improving the quality of life in Snoqualmie. I know you will do a great job!

Sincerely,

A handwritten signature in blue ink that reads "Katherine Ross". The signature is written in a cursive, flowing style.

THE ROLE OF A VOLUNTEER COMMISSIONER OR COMMITTEE MEMBER AND RESOURCES AVAILABLE

Resident Participation through Commissions and Committees:

Snoqualmie's system of Commissions and Committees is fundamental to encouraging the use of resident talent and interest in the affairs of the city, keeping our local government innovative and responsive.

Our residents have enjoyed a long tradition of participation in city government. Through representation on Commissions and Committees, residents are offered an important avenue to help create effective and equitable policies. Resident involvement contributes to the success of government and the quality of life enjoyed by our families and community.

In selecting Members, the Mayor strives to create Commissions and Committees that work well together and have some knowledge in the field. Citizen's Academy participants are preferred.

Types of Commissions and Committees:

Commissions and Committees are created by City laws and rules and, sometimes, executive orders.

Each Commission and Committee is unique in its purpose, mission, and role. It is especially important that members be familiar with the governing statutes, city codes, and other administrative directives so they understand the framework within which the Commission or Committee must operate. The following are the Commissions and Committees currently existing in the city of Snoqualmie, together with the specific Snoqualmie Municipal Code (SMC) and Revised Code of Washington (RCW) chapters or sections that establish and govern each one:

- Arts Commission (SMC Ch. 2.06)
- Civil Service Commission (SMC Chs. 2.16 and 2.32; RCW Chs. 41.12 and 41.08)
- Parks and Events Commission (SMC Ch. 2.08)
- Planning Commission (SMC Ch. 2.12; RCW Ch. 35A.63)
- Lodging Tax Advisory Committee (SMC Ch. 2.11; RCW 67.28.1817)
- Economic Development Commission (SMC Ch. 2.22)
- Human Services Advisory Committee
- Salary Commission (SMC Ch. 2.36, RCW 35.21.015)

You are encouraged to read and familiarize yourself with the SMC and RCW chapters that apply to the Commission or Committee on which you serve. As provided in the City code, each of these Commissions and Committees has a distinct scope of influence and authority within the City government. However, the Civil Service Commission, Planning Commission, Lodging Tax Advisory Committee, and Salary Commission are situated somewhat differently from the other

Commission and Committee Membership Handbook

City Commissions and Committees because they derive some of their powers and responsibilities from relevant state laws.

Being an Effective Member:

Despite the different sizes and types of Snoqualmie Commissions and Committees, it is imperative that members recognize they are in a critical position to shape and influence decisions and actions. It is important that each member stays informed and current on issues, legislative activity, and statutes affecting their Commission or Committee.

Attendance:

Regular attendance is essential and expected so that decisions will represent the body as a whole. In addition, regular attendance enables members to keep abreast of concerns and helps ensure that issues are examined from a variety of perspectives. Three consecutive unexcused absences may result in the member being removed from their Commission or Committee position. A member's absence will be considered unexcused if the member fails to notify the staff liaison in advance of the meeting and fails to get approval from the Chair (or a majority of members, as applicable) of the Commission or Committee. In addition, the Mayor may remove a member from office in accordance with applicable laws after consultation with the Chair and/or relevant Department Director. [Note, however, that a member of the Civil Service Commission or Planning Commission cannot be removed for cause without being given written notice and an opportunity for a public hearing on the grounds for removal.]

Preparation:

Adequate preparation is another requisite for effective Commission and Committee membership. The staff liaison will provide reports, proposals, and other information to help you make informed decisions. Do not hesitate to request additional information you need to make thoughtful and appropriate decisions.

In summary, effective Commission and Committee members must:

- Attend all meetings, unless excused (see above).
- Be prepared for meetings.
- Recognize that serving the public interest is the top priority.
- Recognize that the Commission and Committee must operate in an open and public manner.
- Be knowledgeable about the legislative process and issues affecting the Commission and Committee.
- Examine all available evidence before making a decision or recommendation.
- Communicate well and participate in group discussions.
- Be aware that authority to act or make recommendations is granted to the Commission and Committee as a whole, not to individual members.
- Exhibit a willingness to work with the group in making decisions.
- Recognize that compromise may be necessary to reach consensus.
- Not let personal feelings toward other members or staff interfere with their judgment.

Election of Chair and Vice Chair:

Unless otherwise specified, at the first regular meeting of each calendar year, the Commission or Committee shall elect one of its members as Chair and another member to serve as Vice Chair for a term of one year. Should a Chair and/or Vice Chair resign or be removed from the position prior to the expiration of their term, the Commission or Committee shall proceed to the election of a new Chair and/or Vice Chair. No member shall serve more than two consecutive terms as Chair. In the event no member volunteers, the Mayor has the authority to appoint a Chair and/or Vice Chair for that year.

Resignations:

If you are unable to complete your term, it is important to inform the Mayor's Office, City Clerk, and the appropriate staff liaison. A letter of resignation should be sent to the Mayor indicating the date your resignation is effective and whether you are able to serve until a replacement is named.

Commission and Committee Staff Members:

Some Commission and Committee staff liaisons assist with daily administrative tasks. Members must keep in mind that staff have other job responsibilities and those individual members do not direct staff.

Staff Functions:

The primary function of the staff is to carry out the rules, policies and programs developed by the Commission or Committee. In addition, staff members notify members of pertinent issues and legislative activity. They may also arrange meetings, prepare meeting materials, compile background information, and conduct research.

Legal Counsel:

The City Attorney advises and represents the City in fulfilling official duties, issues legal opinions, and defends officials and employees for actions performed in their official capacities and in good faith. The City Attorney is available to provide legal guidance to Commissions and Committees, when coordinated through the staff liaison, and subject to any budgetary limits established by the Department Director or Mayor. It is important to bear in mind that communications to and from the City Attorney for the purpose of requesting or receiving legal advice are privileged and must be kept confidential for the City's benefit.

Members may request, via their staff liaison, the following services from the City Attorney:

- Assurance that decisions and actions fall within statutory authority.
- Questions about conflict of interest.
- Review of proposed regulations and revisions, and the drafting of such documents.
- General legal advice about actions and activities.

It is also important to bear in mind that the City Attorney represents the City as an entity and does not represent individual members of a Commission or Committee. The City Attorney may not provide personal legal advice to Commission or Committee members.

LAWS AFFECTING COMMISSION AND COMMITTEE ACTIVITIES

Restrictions and Requirements:

As a Mayor's appointee, you must be aware of certain restrictions and requirements that may affect you during your tenure:

- Members must be familiar with and operate at all times within the governing state statutes, City code, and federal laws.
- To ensure accountability, all applicable policies and procedures adopted by the Commission or Committee should be in written form.
- No member may make unilateral decisions or take action without the consent of the Commission or Committee as a whole.
- At professional or industry gatherings, or in other settings where appearance may be construed as representing the Commission or Committee, individual members must use discretion to avoid the appearance of speaking for the Commission or Committee unless specifically authorized to do so.
- Members must keep in mind that their mission is to serve the public, and that it is inappropriate to use membership to create a personal platform.
- Members are restricted by the City's ethics policy from accepting or soliciting anything of economic value as a gift, gratuity, or favor if it is given only because the member holds a responsible position with the City.
- Questions about issues should be directed to the staff support personnel, who will see that all members receive full information by the next regular meeting.
- Details of investigations, personnel files or business discussed at closed executive sessions should not be disclosed unless they are part of the public record.

Open Public Meetings Act:

The City expects that all Commissions and Committees will operate to the fullest extent possible in an open and transparent manner, consistent with the Open Public Meetings Act, Chapter 42.30 RCW. Regardless of whether the Act strictly applies to all Commission or Committee meetings, all Commissions and Committees should comply with open meeting requirements to the extent they can do so.

Notification of Meetings:

The Open Public Meetings Act requires that all meetings of the governing body of a public agency be open to the public, including any commissions or committees thereof when such commissions or committees act on behalf of the governing body, conduct hearings, or take testimony. In addition, the public must be notified of such meetings in a timely manner. All meetings governed by the OPMA must be in-person and may have a remote option but cannot be completely remote unless a Federal, State, or Local emergency has been declared.

Public Disclosure:

The minutes of all regular meetings must be recorded, uploaded to the city website, and made available for public inspection.

Accessibility Requirements:

To afford members of the public who have disabilities an equal opportunity to participate, meetings subject to the Open Public Meetings Act are to be held in facilities which are wheelchair accessible.

Reasonable Accommodation of Persons with Disabilities:

In addition to the Open Public Meetings Act, the Americans with Disabilities Act (ADA) sets criteria for accessibility and accommodation. Under the ADA, people who have disabilities have a right to an equal opportunity for effective participation in the activities of Commissions and Committees, whether as appointed members or as members of the public.

Accessible Locations and Communications:

Qualified sign language interpreters, materials in accessible formats such as Braille, large print and tape, and other forms of auxiliary aids for effective communications should be provided upon request.

Reasonable modifications should be made to policies or procedures, including travel reimbursement policies for members, whenever such a policy or procedure creates a barrier to the full and equal participation of a person who has a disability.

Ethics and the Appearance of Fairness:

As a member, you are expected to uphold a high ethical standard. It is extremely important that members avoid conflicts of interest or even the appearance of conflicts of interest. Commission and Committee members should familiarize themselves with the state Code of Ethics for Municipal Officers, located at Chapter 42.23 RCW, as well as the City's ethic code, located at Chapter 2.80 SMC, and seek advice whenever they have questions or concerns about financial conflicts or other ethical issues related to their role as members.

Using a public position for private gain is improper and illegal. Similarly, actions benefiting close relatives are prohibited. There are penalties for violations of state ethics statutes. All members should familiarize themselves with the Ethics in Public Service Act, Chapter 42.52 RCW, as well as Snoqualmie's own ethics policy below.

The following are examples of conflicts of interest:

- Using confidential information for private investments.
- Accepting gifts or favors in exchange for certain rulings or recommendations.
- Accepting gifts or favors in exchange for making certain purchases.
- Obtaining personal favors from employees.
- Accepting favors for disclosure of confidential information.

- Making decisions or recommendations on matters that directly benefit the member financially.
- Members can avoid conflict of interest issues by being aware of and adhering to statutory restrictions, using good judgment, and being fair and equitable in decision-making.

Chapter 2.80 CODE OF ETHICS

2.80.010 Purpose.

2.80.020 Definitions.

2.80.030 Prohibited conduct.

2.80.040 Disclosure of interest in legislative action.

2.80.050 Ethics hearing officer – Position created.

2.80.060 Ethics hearing officer – Powers and duties.

2.80.070 Hearings.

2.80.080 Recommendations of the ethics hearing officer.

2.80.090 Criminal violations – Prosecuting authority – Penalties.

2.80.100 Relation of chapter to Chapter 42.23 RCW.

Quorum:

A quorum is the number of members who must be present to conduct official business. A quorum consists of a majority of the full membership of the Commission or Committee. If a quorum is not present, any business transaction is null and void. The quorum protects against unrepresentative actions by a small number of individuals. [Note: per RCW 41.12.030, quorum for the Civil Service Commission shall be two members.]

At meetings where a quorum is not present, the only actions that may be legally taken are to fix a time for adjournment, adjourn, recess, or take measures to obtain a quorum (such as contacting absent members).

Prohibition on Elections or Ballot Measures Using Public Resources:

RCW 42.17A.555 strictly forbids the use of public or agency facilities for the purpose of assisting a campaign for election of any person to any office or for the promotion or opposition to any ballot proposition unless they are activities which are a part of the normal and regular conduct of the office or agency.

Testifying at Hearings:

Members often have an opportunity to testify at hearings conducted by other legislative bodies, local government agencies, or community organizations. When providing testimony in such venues on behalf of the Commission or Committee, members should refrain from expressing personal opinions.

- Be prepared to answer questions and comments by members. If you are unable to answer a question, offer to provide a written response later and always follow through.

- If you must give a personal opinion, make sure that the audience understands that you are not speaking for the Commission or Committee, but for yourself.
- Legislative staff members find it helpful to receive copies of written testimony prior to the hearing.

Order of Business:

After the Chair has called the meeting to order, a Commission or Committee generally follows the procedure below:

1. Approval of the Agenda
2. Public Comment (Planning Commission)
3. Approval of minutes of previous meeting(s).
4. Reports of Council Liaisons.
5. Reports of special (select or ad hoc) committees.
6. Special orders (matters previously assigned a special priority).
7. Unfinished business and general orders (matters introduced in previous meetings).
8. New business (matters initiated in present meeting).

The Chair and Voting:

If the chair is a member of the Commission or Committee, they may vote just as any other member. Voting by secret ballot or proxy is prohibited by the open meetings law.

Public Disclosure:

State agencies and commissions/committees are required to have available for public inspection and copying their public records, such as procedural rules and statements of general policy, and other records, written or electronic, pertaining to the Commission or Committee's business.

Exemptions to disclosure are limited and identified in statute.

Records relating to the conduct of official business, including text messages and emails, are subject to disclosure even if they are on a personal computer or phone.

For additional information on disclosure requirements and exemptions from disclosure, refer to Chapter 42.56 RCW or consult the City's Public Records Officer.

Required Training:

Whether you are a newly appointed Committee or Commission member or you have been serving for several years, Washington State law requires basic open government training. The Open Government Trainings Act (OGTA) states that every member of the governing body of a public agency must complete Open Public Meetings Act training every four years (see RCW 42.30). The Open Public Meetings Act defines a "public agency" to include "Any subagency of a public agency which is created by or pursuant to statute, ordinance, or other legislative act, including but not limited to planning commissions, library or park boards, commissions, and agencies." Additionally, "governing body" is defined to include not just city councils, but "any committee thereof when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment."

Because Snoqualmie’s volunteer commissions were all created by ordinance or act of the City Council, they fall within the definition of “subagency” of a public agency, and therefore the OGTA and OPMA requirement apply to the members of the Planning, Parks and Events, Arts, Economic Development, Civil Service, Human Services, and Salary Commission, as well as the Lodging Tax Advisory Committee whenever they act on behalf of the City Council, conduct hearings, or take public testimony or comment.

Therefore, the City requires that you complete the [Open Public Meetings Act \(OPMA\) Lesson 3](#) of the Open Government Training Act. The training video can also be found on the Attorney General’s [website](#).

Once you have completed watching the video, please send an email to the [City Clerk](#), stating the date on which you completed the training, so that your training can be logged in our records.

If you are a Planning Commissioner, you are required to watch the [Snoqualmie Short Course on Local Planning](#) which is designed especially for Snoqualmie and includes: an overview of the complex mix of land use planning laws that work together to support land-use decision-making in Washington state, an introduction to comprehensive planning and plan implementation under the Growth Management Act, a review of the roles in planning and best practices for public participation.

Appointed officials must take the training and provide documentation to the City Clerk within 90 days of appointment.

RESOLUTION NO. 1681**A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON
ADOPTING THE COMMISSION AND COMMITTEE HANDBOOK FOR
ITS ADVISORY COMMISSIONS AND COMMITTEES.**

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

WHEREAS, the City has created certain commissions and committees as listed in the Snoqualmie Municipal Code; and

WHEREAS, the City administratively adopted a Handbook in 2014 which outlined the code and conduct of its volunteer advisory commission and committee members; and

WHEREAS, the City Council desires to establish consistent processes and procedures for the various City commissions and committees, and formally adopt guiding policies and principles for the conduct of the members of its advisory bodies in the form of the Handbook;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOQUALMIE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1. The Commissions and Committee Handbook, attached as Exhibit A, is hereby adopted for Snoqualmie advisory bodies.

Section 2. The City Clerk shall furnish a copy of this Resolution and a copy of the Handbook to all members of City commissions and committees upon appointment thereto.

Section 3. This Resolution shall be effective immediately upon its passage.

Section 4. The Mayor, upon consultation with the City Attorney, is authorized to make necessary corrections to the Handbook adopted by this Resolution, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; and/or resolution numbering and section/subsection numbering.

PASSED by the City Council of the City of Snoqualmie, Washington, this 22nd day of April 2024.

Katherine Ross, Mayor

Attest:

Approved as to form:

Deana Dean, City Clerk

David Linehan, Interim City Attorney



BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB24-026
April 8, 2024
Committee Report

Item 4.

AGENDA BILL INFORMATION

TITLE:	AB24-026: Ordinance amending SMC Chapters 2.06, 2.08, 2.11, 2.12, 2.16, and 2.22, and repealing Chapters 2.10 and 2.56	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
PROPOSED ACTION:	Adopt Ordinance 1287, Amending SMC Chapters 2.06, 2.08, 2.11, 2.12, 2.16, and 2.22, and repealing Chapters 2.10 and 2.56	

REVIEW:	Department Director/Peer	Mike Chambless	Click or tap to enter a date.
	Finance	n/a	Click or tap to enter a date.
	Legal	David Linehan	3/27/2024
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Administration		
STAFF:	Deana Dean, City Clerk		
COMMITTEE:	Finance & Administration	COMMITTEE DATE: April 2, 2024	
EXHIBITS:	1. Ordinance 1287 2. Exhibit A – REDLINE 3. Exhibit A - CLEAN		

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

SUMMARY

INTRODUCTION

Staff have been working to update and streamline the Commission Handbook. Those changes have resulted in the need to update the Snoqualmie Municipal Code (SMC) to clarify, add, or delete sections for each of the advisory bodies which will now be made consistent through the Handbook except where otherwise required by state law. In addition, this proposal includes the repeal of two chapters in the SMC which are obsolete: the Library Advisory Board and the Economic Development Corporation.

PROPOSED UPDATES:

Name of Committee/Commission	Chapter	Ordinance #	Date Adopted	Proposed Changes
Arts Commission	2.06	866 1014	2000 2007	<ul style="list-style-type: none"> Change length of term from four years to two years

		1110 1119 1188	2013 2013 2017	<ul style="list-style-type: none"> Remove reference to administrative rules and procedures (now Handbook) Remove reference to quorum (in Handbook) Change city treasurer to finance department Add council liaison section
Parks and Events Commission	2.08	382A 553 1190 1259	1970 1985 2017 2022	<ul style="list-style-type: none"> Change language in "Membership" to be consistent with other advisory boards Change length of term from four years to two years and adjust date on which they expire Remove section on when meetings are held (information not in other commissions) Change section on Powers and Duties to read Duties (to keep consistent with other advisory boards) Remove special meetings authorized (dictated by OPMA) Remove reference to quorum (in Handbook) Moved section on resident interest to section 2.08.050 Remove appointment of officers, chair duties, and vice chair duties (in Handbook)
Lodging Tax Advisory Committee	2.11	948	2004	<ul style="list-style-type: none"> Remove reference to quorum (in Handbook) Remove sections on "Removal" and "Legal compliance" (in Handbook)
Planning Commission	2.12	296 555 760 786 870 1200	1957 1985 1996 1997 2000 2017	<ul style="list-style-type: none"> Clean up language on vacancies (to be consistent with other advisory boards) Remove repealed sections 2.12.040, 2.12.050, 2.12.070 Remove reference to quorum (in Handbook) Remove reference to removal from office (in Handbook)
Civil Service Commission	2.16	395 660 1204	1972 1991 2018	<ul style="list-style-type: none"> Per RCW: <ul style="list-style-type: none"> - three members. - terms from four years to six years and staggered as required by statute. - Add reference that not more than two shall be of the same political party
Economic Development Commission	2.22	962 996	2004 2006	<ul style="list-style-type: none"> Remove reference to chair (in Handbook) Add language for council liaison Remove duplicate sentence regarding appointment process Clean up language regarding term to be consistent with other advisory bodies Remove language regarding removal and absences (in Handbook) Remove reference to administrative rules, chair, and quorum (in Handbook)
Library Advisory Board	2.10	865 1042	2000 2009	<ul style="list-style-type: none"> Repeal in its entirety, defunct

Economic Development Corporation	2.56	515	1982	<ul style="list-style-type: none"> • Repeal in its entirety, defunct
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BACKGROUND

Each commission has its own chapter in the Snoqualmie Municipal Code (SMC). The sections of each chapter are not consistent across the commissions and some, such as the Lodging Tax Advisory Committee, haven't been updated since their creation in 2004. It is necessary to review and update each code to align with current practices and statutory requirements. Two chapters, Library Advisory Board and Economic Development Corporation, are no longer in effect and should be repealed.

ANALYSIS

The codes for each commission vary which makes it hard to maintain and keep track. One Handbook which covers issues each commission has in common will be the guiding document. Codes will be updated to cover sections specific to that commission and other sections will be removed and addressed in the Handbook.

The Civil Service Rules and Regulations were updated in November 2022 and made consistent with RCW 41.12.030 which requires a six-year term for civil service commissioners. The proposed amendment to Chapter 2.16 updates the term length and staggering of terms to coincide with state law and the Civil Service Rules.

The Salary Commission, Chapter 2.36 requires no changes.

BUDGET IMPACTS

None.

NEXT STEPS

4/2/2024 Finance & Administration Committee review.

4/8/2024 First Reading of Ordinance 1287 – Amending Snoqualmie Municipal Code Chapters 2.06, 2.08, 2.11, 2.12, 2.16, and 2.22, and repealing Chapters 2.10 and 2.56.

4/22/2024 Second reading and adoption of Ordinance 1287 – Amending Snoqualmie Municipal Code Chapters 2.06, 2.08, 2.11, 2.12, 2.16, and 2.22, and repealing Chapters 2.10 and 2.56.

PROPOSED ACTION

4/2/2024 First Reading of Ordinance 1287.

4/22/2024 Second reading and adoption of Ordinance 1287.

Move to adopt Ordinance 1287 – Amending Snoqualmie Municipal Code Chapters 2.06, 2.08, 2.11, 2.12, 2.16, and 2.22, and repealing Chapters 2.10 and 2.56.

ORDINANCE NO. 1287

AN ORDINANCE OF THE CITY OF SNOQUALMIE, WASHINGTON, AMENDING CHAPTERS 2.06, 2.08, 2.11, 2.12, 2.16, AND 2.22 OF THE SNOQUALMIE MUNICIPAL CODE, REGARDING SNOQUALMIE'S ADVISORY COMMISSIONS AND COMMITTEES; REPEALING CHAPTERS 2.10 AND 2.56; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Snoqualmie Arts Commission, Chapter 2.06 of the Snoqualmie Municipal Code, was adopted in 2000 and was last updated in 2017; and

WHEREAS, the Snoqualmie Parks and Events Commission, Chapter 2.08 of the Snoqualmie Municipal Code, was adopted in 1970 and last updated in 2022; and

WHEREAS, the Snoqualmie Lodging Tax Advisory Committee, Chapter 2.11, of the Snoqualmie Municipal Code, was adopted in 2004; and

WHEREAS, the Planning Commission, Chapter 2.12 of the Snoqualmie Municipal Code, was adopted in 1957 and was last updated in 2017; and

WHEREAS, the Civil Service Commission, Chapter 2.16 of the Snoqualmie Municipal Code and incorporated by reference in Section 2.32.010(B) of the Snoqualmie Municipal Code, was adopted in 1972, and was last updated in 2018; and

WHEREAS, the Economic Development Commission, Chapter 2.22 of the Snoqualmie Municipal Code, was adopted in 2004 and was last updated in 2006; and

WHEREAS, the Library Advisory Board, Chapter 2.10 of the Snoqualmie Municipal Code, was adopted in 2000 and is no longer active; and

WHEREAS, the Economic Development Corporation, Chapter 2.56 of the Snoqualmie Municipal Code, was adopted in 1982 and is no longer active; and

WHEREAS, on April 22, 2024, the City Council, through Resolution No. 1681, adopted the Commission and Committee Handbook which constitutes the official rules of the advisory bodies making procedures consistent across each commission and committee except where otherwise required by state law; and

WHEREAS, the City must amend its code to reflect the changes made to these advisory bodies through the Handbook.

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

Section 1. Chapter 2.06 of the Snoqualmie Municipal Code, Snoqualmie Arts Commission, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Chapter 2.08 of the Snoqualmie Municipal Code, Parks and Events Commission, is hereby amended to read as shown in Exhibit B, attached hereto and incorporated herein by this reference.

Section 3. Chapter 2.11 of the Snoqualmie Municipal Code, Lodging Tax Advisory Committee, is hereby amended to read as shown in Exhibit C, attached hereto and incorporated herein by this reference.

Section 4. Chapter 2.12 of the Snoqualmie Municipal Code, Planning Commission, is hereby amended to read as shown in Exhibit D, attached hereto and incorporated herein by this reference.

Section 5. Section 2.16.020 of the Snoqualmie Municipal Code, which addresses the Civil Service Commission, is hereby amended to read as shown in Exhibit E, attached hereto and incorporated herein by this reference.

Section 6. Chapter 2.22 of the Snoqualmie Municipal Code, Economic Development Commission, is hereby amended to read as shown in Exhibit F, attached hereto and incorporated herein by this reference.

Section 7. Chapters 2.10, Library Advisory Board, and 2.56, Economic Development Corporation, are hereby repealed in their entirety.

Section 8. Severability. If any one or more sections, subsections, or sentences of this ordinance or the Snoqualmie Municipal Code amendments adopted in Sections 1 through 7 herein are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or the Snoqualmie Municipal Code sections, and the same shall remain in full force and effect.

Section 9. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk or 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 or subsection numbering.

Section 10. 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 22nd day of April 2024.

Katherine Ross, Mayor

ATTEST:

APPROVED AS TO FORM:

Deana Dean, City Clerk

David Linehan, Interim City Attorney

EXHIBIT A

Chapter 2.06

SNOQUALMIE ARTS COMMISSION

Sections:

- 2.06.010 Created.**
- 2.06.020 Membership.**
- 2.06.030 Appointment.**
- 2.06.040 Terms of office.**
- 2.06.050 Compensation.**
- 2.06.060 Rules of procedure.**
- 2.06.070 Duties.**
- 2.06.080 Procurement and placement of public art.**
- 2.06.090 Council liaison**

2.06.010 Created.

The Snoqualmie Arts Commission is hereby created. (Ord. 866 § 1, 2000).

2.06.020 Membership.

The Arts Commission shall consist of seven members, who shall reside within the city. (Ord. 1188 § 1, 2017; Ord. 1119 § 1, 2013; Ord. 1110 § 1, 2013; Ord. 1014 § 1, 2007; Ord. 866 § 1, 2000).

2.06.030 Appointment.

The members of the Arts Commission shall be appointed by the Mayor, subject to confirmation by the City Council. (Ord. 866 § 1, 2000).

2.06.040 Terms of office.

A. Arts Commission members shall serve ~~two-four~~-year terms **through December 31st. Three will expire on odd numbered years and four will expire on even numbered years.** ~~To allow for the staggering of terms for the initial membership and appointment or reappointment as appropriate, the initial terms shall be determined by lot for terms as follows: two members shall serve terms of two years, two members shall serve terms of three years, and one member shall serve a term of four years.~~ The position of a member shall become vacant upon such member's ceasing to meet the membership requirements. ~~The position of a member shall be forfeited and become vacant for failure to attend three regular consecutive meetings of the commission, unless such absence is excused by a majority of the members of the commission. A vacancy occurring other than through the expiration of terms shall be filled for the unexpired term in the same manner as for appointments as provided in this chapter. (Ord. 866 § 1, 2000).~~ **Vacancies for the remainder of unexpired terms shall be filled in the same manner in which original appointments are made.**

2.06.050 Compensation.

Members shall serve without compensation but may be reimbursed for reasonable expenses pursuant to city ordinances and policies. (Ord. 866 § 1, 2000).

2.06.060 Rules of procedure.

The Arts Commission shall organize ~~as~~ ~~adopt administrative rules and procedures~~ necessary to accomplish its purposes, ~~and elect from its members such officers as it shall deem necessary; provided, that the chairperson of said commission shall be appointed by the mayor for a one-year term. As a part of the city government the Arts Commission~~ and shall abide by and conform to state laws regulating municipalities, city ordinances, policies and procedures. A majority of the membership of the arts commission shall constitute a quorum for the transaction of business. Any action taken by a majority of the members present, when those present constitute a quorum, at any meeting of the arts commission shall be deemed to be the action of the commission. The arts commission is authorized to adopt rules of procedure for the conduct of its business. (Ord. 866 § 1, 2000).

2.06.070 Duties.

The Arts Commission shall have the following duties and powers:

- A. To hold regular public meetings.
- B. To initiate, sponsor, conduct alone or in cooperation with other public or private agencies, public programs to further the development and public awareness of and interest in the fine and performing arts, and preservation of the cultural heritage of the city. Any agreements with another entity must have prior approval by the City Council.
- C. To encourage donations and grants to the city of Snoqualmie for civic arts purposes, and to advise the city regarding the receipt of such donations and grants. All funds shall be submitted to the city ~~finance department~~ treasurer.
- D. To advise the city concerning the receipt of or purchase of works of art to be placed on municipal property. If requested, the Arts Commission may advise on exterior and interior building structures.
- E. To advise and assist the city in connection with such other artistic and heritage activities as Mayor or Council may request. (Ord. 866 § 1, 2000).

2.06.080 Procurement and placement of public art.

Every proposal concerning the procurement or placement of tangible art works on city property shall be submitted to the Arts Commission for review and recommendation in compliance with such review procedures as the commission shall establish; provided, all proposed art shall be set before City Council for its approval. The Arts Commission shall perform the following functions:

- A. Every work of art to be donated for placement or erection on city property, and every work of art which becomes the property of the city by purchase, gift, or otherwise, will first be submitted to the Arts Commission for its review and recommendation to the Council concerning its location and artistic value.
- B. Aesthetic consideration pertaining to city property or the interior or exterior of city buildings will first be submitted to the Arts Commission for its review and recommendation to the Council.
- C. No existing work of art owned by the city of Snoqualmie should be removed, relocated or altered without prior review by the Arts Commission, which shall submit its recommendation to the Council.
- D. The Arts Commission shall exercise all reasonable supervision of established policy connected with the arts as may be assigned by the Mayor and Council. No art shall be displayed which is offensive to any race, religion, national origin, or other protected status. (Ord. 866 § 1, 2000)

2.06.090 Council liaison

The mayor pro tem shall annually appoint one Councilmember to serve as a liaison between the City Council and the Arts Commission.

EXHIBIT B
Chapter 2.08
PARKS AND EVENTS COMMISSION

Sections:

2.08.010 Definitions.

2.08.020 Membership.

~~**2.08.030 Appointment and Term of Office—Vacancy filling.**~~

~~**2.08.040 Meetings.**~~

~~**2.08.04 50 Powers and Duties.**~~

~~**2.08.060 Special meetings authorized.**~~

~~**2.08.070 Meetings—Quorum—Order of business.**~~

~~**2.08.080 Encouragement of resident interest.**~~

~~**2.08.090 Appointment of officers.**~~

~~**2.08.100 Chair duties.**~~

~~**2.08.110 Vice chair duties.**~~

2.08.120 050 Staff liaison.

2.08.130 060 Council liaison.

2.08.010 Definitions.

Words used in this chapter shall have the meaning set out in this section:

A. “Commission” means the parks and events commission.

B. “Park” means an area of land, with or without water, developed and used for public recreational purposes including landscaped tracts, picnic grounds, playgrounds, athletic fields, recreation centers, camps, footpaths, bicycle paths and bridle paths, motor vehicle drives, wildlife sanctuaries, museums, zoological and botanical gardens, facilities for bathing, boating, hunting, and fishing, as well as other recreational facilities for the use and benefit of the public.

C. “City event” means any city-sponsored cultural or recreational event, such as fun runs, roadway foot races, fundraising walks, parades, carnivals, shows, exhibitions, and fairs that promote tourism, foster economic revitalization of downtown and neighborhoods and provide cultural activities for residents. The city of Snoqualmie encourages such events within an environment that allows for the excitement and fun anticipated, yet adequately provides for the protection of citizens, visitors and all participants involved. Events are further defined in SMC [12.20.030](#). (Ord. 1259 § 2, 2022; Ord. 1190 § 1, 2017; Ord. 382A § 1, 1970).

2.08.020 Membership.

~~There is created The Parks and Events Commission shall consisting of five members serving in nonpartisan positions, who shall be appointed by the Mayor, with the consent of the majority of the City~~

~~Council, from individuals who reside within the city. No commissioner shall receive any compensation for their services. (Ord. 1259 § 3, 2022; Ord. 1190 § 2, 2017; Ord. 553 § 1, 1985; Ord. 382A § 2, 1970).~~

The Parks and Events Commission shall consist of five members, who shall reside within the city.

2.08.030 Appointment and Term of office —Vacancy filling.

~~Commission members shall be appointed by the Mayor, subject to confirmation by the City Council and shall serve two-year terms through December 31st. Two will expire on odd numbered years and three will expire on even numbered years. Terms of commissioners shall begin after appointment has been approved by the city council. Commission members shall serve four-year terms. The terms of office shall commence March 1st of each year of appointment. Members of the commission may be removed at any time by the mayor. Vacancies for the remainder of unexpired terms shall be filled in the same manner in which original appointments are made. (Ord. 1259 § 5, 2022; Ord. 1190 § 3, 2017; Ord. 382A § 3, 1970).~~

2.08.040 Meetings.

~~Regular meetings of the commission shall be held the third Monday of each month at 7:00 p.m. at Snoqualmie City Hall. Any changes to regular meeting times and places shall be posted pursuant to Chapter 42.30 RCW, Open Public Meetings Act. (Ord. 1259 § 6, 2022; Ord. 1190 § 4, 2017; Ord. 382A § 4, 1970).~~

2.08.0450 Powers and Duties.

~~The Commission shall advise the City Council through the Mayor regarding the expansion and operation of the city parks, recreational facilities, and programs and events. but shall have no administrative or supervisory powers not available to the Council. The Commission shall have the power to advise regarding the establishment of a park and/or recreation department, hereinafter called "the department," and regarding the employment of necessary personnel, and to advise regarding conduct of any form of recreation or cultural activity that will employ the leisure time of the people in a constructive and wholesome manner, and shall advise regarding control and supervision of all parks belonging to the city, and advise regarding planning, promotion, management and acquisition, construction, development, maintenance, and operation, including restrictions on, and compensation to be paid for, concessions or privileges in parks and/or playgrounds, either within or without the city limits, or parks, squares, parkways and boulevards, play and recreational grounds, and/or other municipally owned recreational facilities, including community buildings, and improvement and ornamentation of the same; make recommendations regarding entering into written contracts with the United States, the state, and county, city or town park district, school district, or any such public organizations for the purpose of conducting a recreational program or exercising any other power granted by this chapter.~~

The commission should encourage resident interest and participation by enlisting volunteers to provide input into the commission's city event planning and recommendations, and to participate in city events. (Ord. 1259 § 8, 2022; Ord. 1190 § 8, 2017).

The ~~C~~ommission shall also be responsible for making recommendations through the ~~M~~ayor to the ~~C~~ity ~~C~~ouncil on the planning, coordinating and operations of city events. The ~~M~~ayor may make decisions on city event planning without input from the ~~C~~ommission as the Mayor deems appropriate. (Ord. 1190 § 5, 2017; Ord. 382A § 5, 1970).

~~2.08.060 Special meetings authorized.~~

~~Special meetings may be called at any time upon the request of the commission chair, the mayor or any two commissioners; provided, that notice of the special meeting to the public and commissioners shall be provided in accordance with Chapter 42.30 RCW. (Ord. 1190 § 6, 2017).~~

~~2.08.070 Meetings – Quorum – Order of business.~~

~~Three members of the commission shall constitute a quorum at any regular or special meeting. The order of business at the meetings shall be determined by the chair as set forth in his or her prepared agenda. (Ord. 1259 § 7, 2022; Ord. 1190 § 7, 2017).~~

~~2.08.080 Encouragement of resident interest. (moved to 2.08.050)~~

~~The commission should encourage resident interest and participation by enlisting volunteers to provide input into the commission's city event planning and recommendations, and to participate in city events. (Ord. 1259 § 8, 2022; Ord. 1190 § 8, 2017).~~

~~2.08.090 Appointment of officers.~~

~~The commission shall elect all officers annually. Officers shall include a chairperson and vice chairperson. (Ord. 1259 § 9, 2022; Ord. 1190 § 9, 2017).~~

~~2.08.100 Chair duties.~~

~~It shall be the duty of the chair to preside at all meetings of the commission, to sign such official papers as are approved by the commission, and to prepare an agenda, in cooperation with the staff liaison, to be distributed to all members of the commission prior to the next regular meeting, but no later than 24 hours in advance of the published start time of the meeting, pursuant to Chapter 42.30 RCW, Open Public Meetings Act. (Ord. 1259 § 10, 2022; Ord. 1190 § 10, 2017).~~

~~2.08.110 Vice chair duties.~~

~~The vice chairperson shall perform the duties of the chairperson in the absence of the chairperson. (Ord. 1190 § 11, 2017).~~

~~2.08.120~~ **050 Staff liaison.**

The ~~C~~ity ~~A~~ Administrator, or their designee, shall designate a staff liaison to assist the ~~P~~arks and ~~E~~vents ~~C~~ommission. The staff liaison shall keep a record of all meetings, pursuant to RCW 42.30.035. (Ord. 1259 § 11, 2022; Ord. 1190 § 12, 2017).

~~2.08.130~~ **060 Council liaison.**

The mayor pro tem shall annually appoint one Councilmember to serve as a liaison between the City Council and the Parks and Events Commission. (Ord. 1259 § 12, 2022).

EXHIBIT C

Chapter 2.11
LODGING TAX ADVISORY COMMITTEE

Sections:

- 2.11.010 Created.**
- 2.11.020 Purpose.**
- 2.11.030 Membership.**
- 2.11.040 Appointment.**
- 2.11.050 Terms of membership.**
- ~~**2.11.060 Quorum – Rules of procedure.**~~
- ~~**2.11.070 060 Voting.**~~
- ~~**2.11.080 070 Compensation.**~~
- ~~**2.11.090 080 Meetings.**~~
- ~~**2.11.100 090 Duties of the committee.**~~
- ~~**2.11.110 Removal.**~~
- ~~**2.11.120 Legal compliance.**~~
- ~~**2.11.130 100 Severability.**~~

2.11.010 Created.

The Snoqualmie Lodging Tax Advisory Committee (LTAC) is hereby established and created. (Ord. 948 § 2, 2004).

2.11.020 Purpose.

The purpose of the LTAC is to perform the functions of a lodging tax advisory committee under RCW [67.28.1817](#) and serve in an advisory capacity to the City Council. (Ord. 948 § 2, 2004).

2.11.030 Membership.

The lodging tax advisory committee shall consist of at least five members. The committee membership shall be in accordance with RCW [67.28.1817](#) and include (A) at least two members who are representatives of businesses required to collect tax; and (B) at least two members who are persons involved in activities authorized to be funded by revenue received from the hotel-motel tax; and (C) one member who shall be an elected official who shall serve as chair of the committee. Persons eligible for appointment as representatives of businesses required to collect taxes shall not also be eligible for appointment as persons involved in activities authorized to be funded by revenue received from the hotel-motel tax. (Ord. 948 § 2, 2004).

2.11.040 Appointment.

The members of the Lodging Tax Advisory Committee shall be appointed by the City Council upon recommendation of the Mayor. (Ord. 948 § 2, 2004).

2.11.050 Terms of membership.

The term of membership shall be an annual basis through December 31st; provided, that a member's term shall not expire until the appointment of a new member is effective. Membership of the LTAC shall be reviewed annually and changes may be made as appropriate. Each year organizations representing businesses required to collect the lodging tax, organizations involved in activities authorized to be funded by lodging tax revenue, and local agencies involved in tourism promotion may submit recommendations for membership to the LTAC. (Ord. 948 § 2, 2004).

2.11.060 Quorum – Rules of procedure.

~~A majority of the membership of the LTAC shall constitute a quorum for the transaction of business. Any action taken by a majority of the members present, when those present constitute a quorum, at any meeting of the LTAC shall be deemed to be the action of the committee. The LTAC is authorized to adopt rules of procedure for the conduct of its business. (Ord. 948 § 2, 2004).~~

2.11.070 060 Voting.

Each voting member is entitled to one vote. All matters establishing policies, recommendations or decisions shall be decided by a majority vote of the voting members present. (Ord. 948 § 2, 2004).

2.11.080 070 Compensation.

The members of the LTAC shall receive no compensation and are not eligible for reimbursement of expenses incidental to service on the LTAC. The LTAC may request specific support necessary to carry out its responsibilities by a request made, in advance, to the city administrator. (Ord. 948 § 2, 2004).

2.11.090 080 Meetings.

The LTAC shall hold such meetings as may be deemed to be necessary for the completion of its responsibilities. Meetings are subject to the provisions of the Open Public Meetings Act. (Ord. 948 § 2, 2004).

2.11.400 090 Duties of the committee.

Any proposed imposition of a hotel-motel tax, any proposed increase in the rate of the hotel-motel tax, any proposed repeal of an exemption from the tax, and any proposed change in the use of revenue received from the hotel-motel tax shall be submitted to the committee for review and comment, at least 45 days before final action on or passage of the proposal by the council. The committee may hold public hearings and solicit public comments. The committee shall submit to the council comments on any proposal in a timely manner through generally applicable public comment procedures. The committee's comments shall include an analysis of the extent to which the proposal will accommodate activities for tourists or increased tourism, and the extent to which the proposal will affect the long-term stability of the fund established for receipt of revenue from the hotel-motel tax. Failure of the LTAC to submit comments before final action on or passage of the proposal shall not prevent the city council from acting on the

proposal. It shall not be necessary under this section for the city council to submit an amended proposal to the LTAC. (Ord. 948 § 2, 2004).

The members of the LTAC will fully comply with all federal and state laws and local ordinances.

~~2.11.110~~ Removal.

~~A member of the LTAC may be removed during their term by the mayor only for sufficient cause.~~

~~Sufficient cause means:~~

~~A. Absence for two consecutive meetings without prior excuse from the chair;~~

~~B. Violation of the public trust or malfeasance. (Ord. 948 § 2, 2004).~~

~~2.11.120~~ Legal compliance.

~~The members of the LTAC will fully comply with all federal and state laws and local ordinances. (Ord. 948 § 2, 2004).~~

~~2.11.130~~ 100 Severability.

If any section, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter. (Ord. 948 § 2, 2004).

EXHIBIT D

**Chapter 2.12
PLANNING COMMISSION**

Sections:

- 2.12.010 Creation – Members.**
- 2.12.020 Powers and duties.**
- 2.12.030 Matters referred from city council.**
- ~~**2.12.040 Repealed.**~~
- ~~**2.12.050 Secretary.**~~
- ~~**2.12.060 Meetings – Quorum.**~~
- ~~**2.12.065 Removal from office.**~~
- ~~**2.12.070 Repealed.**~~

2.12.010 Creation – Members.

Pursuant to the authority conferred by RCW [35A.63](#), there is created a city the **Snoqualmie Planning Commission is created**, consisting of nine members, who shall be selected as follows: the **Mayor** and one member of **Council** shall be ex officio members of the commission during the period of their incumbency in such offices. The other seven members shall be appointed by the **Mayor** and confirmed by the **City Council**. At least five members shall reside within the corporate limits of the city. Two members may reside outside of the corporate limits of the city but within the urban growth area as designated by King County pursuant to RCW [36.70A.110](#). The term of office of the seven members appointed by the mayor shall be four years **through December 31st. Three will expire on odd numbered years and four expire on even numbered years.** ~~Vacancies occurring other than through the expiration of terms shall be filled for the unexpired terms. (Ord. 1200 § 1, 2017; Ord. 870 § 1, 2000; Ord. 786 § 1, 1997; Ord. 760 § 1, 1996; Ord. 555 § 1, 1985; Ord. 296 § 1, 1957).~~ **Vacancies for the remainder of unexpired terms shall be filled in the same manner in which original appointments are made.**

2.12.020 Powers and duties.

The **Planning Commission** shall have all of the powers and perform each and all of the duties specified by RCW [35A.63](#), except for those specifically delegated by ordinance to the hearing examiner, together with any other duties or authority which may hereafter be conferred upon it by the laws of the state. The performance of such duties and the exercise of such authority is to be subject to each and all the limitations expressed in such legislative enactment or enactments. (Ord. 769 § 1, 1996; Ord. 296 § 2, 1957).

2.12.030 Matters referred from city council.

The **City Council** may refer to the **Planning Commission** for its recommendation and report any ordinance, resolution or other proposal relating to any of the matters and subjects referred to in RCW [35A.63](#), and

the Commission shall promptly report to the Council thereon, making such recommendations and giving such counsel as it may deem proper in the premises. (Ord. 296 § 3, 1957).

~~2.12.040 Submission of plats or plans for subdivisions.~~

Repealed by Ord. 1215. (Ord. 296 § 4, 1957).

~~2.12.050 Secretary.~~

The planning commission may designate one of its members to act as secretary without salary. (Ord. 296 § 5, 1957).

~~2.12.060 Meetings – Quorum.~~

A majority of the membership of the planning commission, not less than three of whom shall be appointed members, constitutes a quorum for the transaction of business. Any action taken by a majority of those present, when those present constitute a quorum, at any regular or special meeting of the planning commission shall be taken as the action of the commission. (Ord. 760 § 2, 1996; Ord. 296 § 6, 1957).

~~2.12.065 Removal from office.~~

A member of the planning commission may be removed, after public hearing, by the mayor, with the approval of city council, for inefficiency, neglect of duty, or malfeasance in office. The mayor shall remove a member in the event the member ceases during his/her term to meet the requirements for eligibility pursuant to SMC [2.12.010](#), in the event of three consecutive unexcused absences during any calendar year, or in the event of five unexcused absences during any calendar year. The determination of whether a member's absence is excused or unexcused shall be made by the chairperson of the planning commission. (Ord. 786 § 2, 1997; Ord. 555 § 2, 1985).

~~2.12.070 Report to city council.~~

Repealed by Ord. 786. (Ord. 296 § 7, 1957).

EXHIBIT E

Chapter 2.16 POLICE DEPARTMENT – REGULAR

Sections:

- 2.16.010 Chapter 41.12 RCW – Adopted by reference.**
- 2.16.020 Commission – Created – Membership.**
- 2.16.030 Commission – Organization and duties.**
- 2.16.040 Applicants for employment.**
- 2.16.050 Employee benefits.**
- 2.16.060 Application of provisions.**
- 2.16.070 Exceptions to RCW 46.08.065(1), vehicle marking requirements.**

2.16.010 Chapter 41.12 RCW – Adopted by reference.

Except as provided in this chapter, the system commonly known as civil service for city police, as set forth in Chapter 41.12 RCW, is adopted for the police department of the city, and all full paid employees therein, excluding the chief, and all hiring, advancements, demotions, discharges and other disciplinary actions in the department shall be governed by civil service rules prescribed in or adopted pursuant to Chapter 41.12 RCW, as it exists or may be amended at or after the effective date of the ordinance codified in this chapter. (Ord. 660 § 1, 1991; Ord. 395 § 1, 1972).

2.16.020 Commission – Created – Membership.

There is hereby created for the administration of such civil service system, the Snoqualmie Civil Service Commission, composed of three members who shall be appointed by the Mayor of the city, without confirmation of the governing body. ~~subject to confirmation by City Council. The mayor shall designate each civil service position by number (e.g., Nos. 1 – 5).~~ At the time of appointment, not more than two commissioners shall be adherents of the same political party. The term of office of ~~each position on the Snoqualmie civil service commission shall be four~~ six years ~~per RCW 41.12.030. Term expiration will be December 31st. Commissioners appointed under this chapter shall serve as follows: One to serve for a period of two years, one to serve for a period of four years, and one to serve for a period of six years.~~ ~~which term shall commence March 31st of the year of appointment. The terms for Positions 1, 3 and 5 shall expire the last day of March 2020 and every four years thereafter; the terms for Positions 2 and 4 shall expire on the last day of March 2022 and every four years thereafter.~~ In the event a commissioner resigns, becomes disqualified or is removed for cause, another commissioner shall be appointed to take his place for the unexpired portion of the term, in the same manner in which original appointments are made. (Ord. 1204 § 1, 2018; Ord. 660 § 2, 1991; Ord. 395 § 2, 1972).

2.16.030 Commission – Organization and duties.

The commission shall organize itself, hold meetings, adopt rules and regulations, perform the duties and exercise the powers of the commission in accordance with state law. (Ord. 395 § 3, 1972).

2.16.040 Applicants for employment.

All applicants for employment with, advancement in, or the filling of a vacancy in the police department of the city shall be required to have the qualifications, have a tenure of office, and be subject to removal, as provided in the civil service regulations adopted by the commission consistent with state law, except that notwithstanding the provisions of RCW [41.12.100](#), in the employment, advancement and filling of vacancies in the department, the commission shall certify to the appointing power the names of the three persons highest on the eligible list for the class (or the list held appropriate for such class) to which the vacant position has been allocated, who are willing to accept employment. (Ord. 395 § 4, 1972).

2.16.050 Employee benefits.

All members of the present police department of the city shall be entitled to the benefits accruing under this chapter and Chapter [41.12](#) RCW, as amended, including retaining their present positions and ranks without being subjected to the examination and investigations to be required for the appointment of all subsequent employees of the police department. (Ord. 395 § 5, 1972).

2.16.060 Application of provisions.

This chapter shall not apply to part-time employees of the police department. (Ord. 395 § 6, 1972).

2.16.070 Exceptions to RCW [46.08.065\(1\)](#), vehicle marking requirements.

The Mayor may authorize duly commissioned officers of the Snoqualmie police department to use vehicles that are not marked as provided in RCW [46.08.065](#) for law enforcement purposes, including but not limited to special undercover or confidential investigative purposes, traffic control, command staff response to police dispatch calls, and other purposes as the mayor may determine from time to time in her or his reasonable discretion. Authorization by the Mayor of exceptions to vehicle marking requirements shall be documented in writing, shall document the specific law enforcement purpose for which an unmarked vehicle may be used, and reported to the city council within 30 days of being so authorized. (Ord. 1154 § 1, 2015).

EXHIBIT F

Chapter 2.22
SNOQUALMIE ECONOMIC DEVELOPMENT COMMISSION

Sections:

- 2.22.010 Created.**
- 2.22.020 Membership.**
- 2.22.030 Appointment.**
- 2.22.040 Terms of office.**
- 2.22.050 Compensation.**
- 2.22.060 Organization –~~Quorum – Rules of procedure.~~**
- 2.22.070 Duties.**
- 2.22.080 Economic development element.**

2.22.010 Created.

The Snoqualmie Economic Development Commission is hereby created. (Ord. 962 § 1, 2004).

2.22.020 Membership.

A. The Economic Development Commission shall consist of seven members, who shall reside within the city and/or own or operate a business within the Snoqualmie business community. ~~The chair of the community relations committee, or such other council committee as council shall designate, shall be an ex officio member of the economic development commission.~~ **The mayor pro tem shall annually appoint one Councilmember to serve as a liaison between the City Council and the Economic Development Commission.**

~~B. The members of the economic development commission shall be appointed by the mayor, subject to confirmation by the city council. (Ord. 996 § 1, 2006; Ord. 962 § 1, 2004). (duplicate to below)~~

2.22.030 Appointment.

The members of the Economic Development Commission shall be appointed by the Mayor, subject to confirmation by the City Council. (Ord. 962 § 1, 2004).

2.22.040 Terms of office.

A. Economic Development Commission members shall serve two-year terms **through December 31st. Three will expire on odd numbered years and four will expire on even numbered years.** ~~To allow for the staggering of terms for the initial membership and appointment or reappointment as appropriate, the initial terms shall be determined by lot for terms as follows: four members shall serve terms of one year, and five members shall serve terms of two years.~~

~~B. The position of a member shall become vacant upon such member's ceasing to meet the membership requirements. The position of a member shall be forfeited and become vacant for failure to attend three~~

~~regular consecutive meetings of the commission, unless such absence is excused by a majority of the members of the commission. A vacancy occurring other than through the expiration of terms shall be filled for the unexpired term in the same manner as for appointments as provided in this chapter. (Ord. 962 § 1, 2004).~~ Vacancies for the remainder of unexpired terms shall be filled in the same manner in which original appointments are made.

2.22.050 Compensation.

Members shall serve without compensation but may be reimbursed for reasonable expenses pursuant to city ordinances and policies. (Ord. 962 § 1, 2004).

2.22.060 Organization – Quorum – Rules of procedure.

The economic development commission shall organize ~~as~~, ~~adopt administrative rules and procedures necessary to accomplish its purposes,~~ and ~~elect from its members a chairperson annually at its first meeting of each year.~~ As a part of the city government, the economic development commission ~~and~~ shall abide by and conform to state laws regulating municipalities, city ordinances, policies and procedures. ~~A majority of the membership of the economic development commission shall constitute a quorum for the transaction of business. Any action taken by a majority of the members present, when those present constitute a quorum, at any meeting of the economic development commission shall be deemed to be the action of the commission. The economic development commission is authorized to adopt rules of procedure for the conduct of its business.~~ (Ord. 962 § 1, 2004).

2.22.070 Duties.

The Economic Development Commission shall have the following duties:

- A. To hold regular public meetings.
- B. To prepare an economic development element for the Snoqualmie vicinity comprehensive plan in accordance with SMC [2.22.080](#), and from time to time to recommend amendments thereto.
- C. To make periodic recommendations to Planning Commission and City Council regarding the impact on economic development of the plans, policies and regulations of the city.
- D. To provide such other advice and recommendations to the Mayor and City Council regarding matters affecting economic development within the city as may be requested by Mayor or City Council. (Ord. 962 § 1, 2004).

2.22.080 Economic development element.

- A. The economic development element of the comprehensive plan shall establish goals, policies, and provisions for economic growth and vitality and a high quality of life.
- B. The element shall include:

1. A summary of the local economy such as population, employment, payroll, sectors, businesses, sales, and/or other information as appropriate;

2. A summary of the strengths and weaknesses of the local economy defined as the commercial and industrial sectors and supporting factors such as land use, transportation, utilities, education, work force, housing, and natural/cultural resources; and

3. An identification of goals and policies, to foster economic growth and development and to address future needs.

C. The proposed economic development element prepared by the Economic Development Commission shall be forwarded to the Planning Commission for consideration and recommendation to City Council for inclusion in the comprehensive plan. (Ord. 962 § 1, 2004).

EXHIBIT A

Chapter 2.06

SNOQUALMIE ARTS COMMISSION

Sections:

- 2.06.010 Created.**
- 2.06.020 Membership.**
- 2.06.030 Appointment.**
- 2.06.040 Terms of office.**
- 2.06.050 Compensation.**
- 2.06.060 Rules of procedure.**
- 2.06.070 Duties.**
- 2.06.080 Procurement and placement of public art.**
- 2.06.090 Council liaison**

2.06.010 Created.

The Snoqualmie Arts Commission is hereby created. (Ord. 866 § 1, 2000).

2.06.020 Membership.

The Arts Commission shall consist of seven members, who shall reside within the city. (Ord. 1188 § 1, 2017; Ord. 1119 § 1, 2013; Ord. 1110 § 1, 2013; Ord. 1014 § 1, 2007; Ord. 866 § 1, 2000).

2.06.030 Appointment.

The members of the Arts Commission shall be appointed by the Mayor, subject to confirmation by the City Council. (Ord. 866 § 1, 2000).

2.06.040 Terms of office.

A. Arts Commission members shall serve two-~~four~~-year terms through December 31st. Three will expire on odd numbered years and four will expire on even numbered years. The position of a member shall become vacant upon such member's ceasing to meet the membership requirements. Vacancies for the remainder of unexpired terms shall be filled in the same manner in which original appointments are made.

2.06.050 Compensation.

Members shall serve without compensation but may be reimbursed for reasonable expenses pursuant to city ordinances and policies. (Ord. 866 § 1, 2000).

2.06.060 Rules of procedure.

The Arts Commission shall organize as necessary to accomplish its purposes and shall abide by and conform to state laws regulating municipalities, city ordinances, policies and procedures.

2.06.070 Duties.

The Arts Commission shall have the following duties and powers:

- A. To hold regular public meetings.
- B. To initiate, sponsor, conduct alone or in cooperation with other public or private agencies, public programs to further the development and public awareness of and interest in the fine and performing arts, and preservation of the cultural heritage of the city. Any agreements with another entity must have prior approval by the City Council.
- C. To encourage donations and grants to the city of Snoqualmie for civic arts purposes, and to advise the city regarding the receipt of such donations and grants. All funds shall be submitted to the city finance department.
- D. To advise the city concerning the receipt of or purchase of works of art to be placed on municipal property. If requested, the Arts Commission may advise on exterior and interior building structures.
- E. To advise and assist the city in connection with such other artistic and heritage activities as Mayor or Council may request. (Ord. 866 § 1, 2000).

2.06.080 Procurement and placement of public art.

Every proposal concerning the procurement or placement of tangible art works on city property shall be submitted to the Arts Commission for review and recommendation in compliance with such review procedures as the commission shall establish; provided, all proposed art shall be set before City Council for its approval. The Arts Commission shall perform the following functions:

- A. Every work of art to be donated for placement or erection on city property, and every work of art which becomes the property of the city by purchase, gift, or otherwise, will first be submitted to the Arts Commission for its review and recommendation to the Council concerning its location and artistic value.
- B. Aesthetic consideration pertaining to city property or the interior or exterior of city buildings will first be submitted to the Arts Commission for its review and recommendation to the Council.
- C. No existing work of art owned by the city of Snoqualmie should be removed, relocated or altered without prior review by the Arts Commission, which shall submit its recommendation to the Council.
- D. The Arts Commission shall exercise all reasonable supervision of established policy connected with the arts as may be assigned by the Mayor and Council. No art shall be displayed which is offensive to any race, religion, national origin, or other protected status. (Ord. 866 § 1, 2000)

2.06.090 Council liaison

The mayor pro tem shall annually appoint one Councilmember to serve as a liaison between the City Council and the Arts Commission.

EXHIBIT B

Chapter 2.08

PARKS AND EVENTS COMMISSION

Sections:

- 2.08.010 Definitions.**
- 2.08.020 Membership.**
- 2.08.030 Appointment and Term of Office.**
- 2.08.040 Duties.**
- 2.08.050 Staff liaison.**
- 2.08.060 Council liaison.**

2.08.010 Definitions.

Words used in this chapter shall have the meaning set out in this section:

A. "Commission" means the parks and events commission.

B. "Park" means an area of land, with or without water, developed and used for public recreational purposes including landscaped tracts, picnic grounds, playgrounds, athletic fields, recreation centers, camps, footpaths, bicycle paths and bridle paths, motor vehicle drives, wildlife sanctuaries, museums, zoological and botanical gardens, facilities for bathing, boating, hunting, and fishing, as well as other recreational facilities for the use and benefit of the public.

C. "City event" means any city-sponsored cultural or recreational event, such as fun runs, roadway foot races, fundraising walks, parades, carnivals, shows, exhibitions, and fairs that promote tourism, foster economic revitalization of downtown and neighborhoods and provide cultural activities for residents. The city of Snoqualmie encourages such events within an environment that allows for the excitement and fun anticipated, yet adequately provides for the protection of citizens, visitors and all participants involved. Events are further defined in SMC 12.20.030. (Ord. 1259 § 2, 2022; Ord. 1190 § 1, 2017; Ord. 382A § 1, 1970).

2.08.020 Membership.

The Parks and Events Commission shall consist of five members, who shall reside within the city.

2.08.030 Appointment and Term of office.

Commission members shall be appointed by the Mayor, subject to confirmation by the City Council and shall serve two-year terms through December 31st. Two will expire on odd numbered years and three will expire on even numbered years. Vacancies for the remainder of unexpired terms shall be filled in the same manner in which original appointments are made.

2.08.04 Duties.

The Commission shall advise the City Council through the Mayor regarding city parks, recreational facilities, and programs and events. The commission should encourage resident interest and participation by enlisting volunteers to provide input into the commission's city event planning and recommendations, and to participate in city events. The Mayor may make decisions on city event planning without input from the Commission as the Mayor deems appropriate.

2.08.050 Staff liaison.

The City Administrator, or their designee, shall designate a staff liaison to assist the Parks and Events Commission. The staff liaison shall keep a record of all meetings, pursuant to RCW 42.30.035. (Ord. 1259 § 11, 2022; Ord. 1190 § 12, 2017).

2.08.060 Council liaison.

The mayor pro tem shall annually appoint one Councilmember to serve as a liaison between the City Council and the Parks and Events Commission. (Ord. 1259 § 12, 2022).

EXHIBIT C

Chapter 2.11 LODGING TAX ADVISORY COMMITTEE

Sections:

- 2.11.010 Created.**
- 2.11.020 Purpose.**
- 2.11.030 Membership.**
- 2.11.040 Appointment.**
- 2.11.050 Terms of membership.**
- 2.11.060 Voting.**
- 2.11.070 Compensation.**
- 2.11.080 Meetings.**
- 2.11.090 Duties of the committee.**
- 2.11.100 Severability.**

2.11.010 Created.

The Snoqualmie Lodging Tax Advisory Committee (LTAC) is hereby established and created. (Ord. 948 § 2, 2004).

2.11.020 Purpose.

The purpose of the LTAC is to perform the functions of a lodging tax advisory committee under RCW 67.28.1817 and serve in an advisory capacity to the City Council. (Ord. 948 § 2, 2004).

2.11.030 Membership.

The lodging tax advisory committee shall consist of at least five members. The committee membership shall be in accordance with RCW 67.28.1817 and include (A) at least two members who are representatives of businesses required to collect tax; and (B) at least two members who are persons involved in activities authorized to be funded by revenue received from the hotel-motel tax; and (C) one member who shall be an elected official who shall serve as chair of the committee. Persons eligible for appointment as representatives of businesses required to collect taxes shall not also be eligible for appointment as persons involved in activities authorized to be funded by revenue received from the hotel-motel tax. (Ord. 948 § 2, 2004).

2.11.040 Appointment.

The members of the Lodging Tax Advisory Committee shall be appointed by the City Council upon recommendation of the Mayor. (Ord. 948 § 2, 2004).

2.11.050 Terms of membership.

The term of membership shall be an annual basis through December 31st; provided, that a member's

term shall not expire until the appointment of a new member is effective. Membership of the LTAC shall be reviewed annually and changes may be made as appropriate. Each year organizations representing businesses required to collect the lodging tax, organizations involved in activities authorized to be funded by lodging tax revenue, and local agencies involved in tourism promotion may submit recommendations for membership to the LTAC. (Ord. 948 § 2, 2004).

2.11.060 Voting.

Each voting member is entitled to one vote. All matters establishing policies, recommendations or decisions shall be decided by a majority vote of the voting members present. (Ord. 948 § 2, 2004).

2.11.070 Compensation.

The members of the LTAC shall receive no compensation and are not eligible for reimbursement of expenses incidental to service on the LTAC. The LTAC may request specific support necessary to carry out its responsibilities by a request made, in advance, to the city administrator. (Ord. 948 § 2, 2004).

2.11.080 Meetings.

The LTAC shall hold such meetings as may be deemed to be necessary for the completion of its responsibilities. Meetings are subject to the provisions of the Open Public Meetings Act. (Ord. 948 § 2, 2004).

2.11.090 Duties of the committee.

Any proposed imposition of a hotel-motel tax, any proposed increase in the rate of the hotel-motel tax, any proposed repeal of an exemption from the tax, and any proposed change in the use of revenue received from the hotel-motel tax shall be submitted to the committee for review and comment, at least 45 days before final action on or passage of the proposal by the council. The committee may hold public hearings and solicit public comments. The committee shall submit to the council comments on any proposal in a timely manner through generally applicable public comment procedures. The committee's comments shall include an analysis of the extent to which the proposal will accommodate activities for tourists or increased tourism, and the extent to which the proposal will affect the long-term stability of the fund established for receipt of revenue from the hotel-motel tax. Failure of the LTAC to submit comments before final action on or passage of the proposal shall not prevent the city council from acting on the proposal. It shall not be necessary under this section for the city council to submit an amended proposal to the LTAC. (Ord. 948 § 2, 2004).

The members of the LTAC will fully comply with all federal and state laws and local ordinances.

2.11.100 Severability.

If any section, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter. (Ord. 948 § 2, 2004).

EXHIBIT D**Chapter 2.12
PLANNING COMMISSION**

Sections:

2.12.010 Creation – Members.

2.12.020 Powers and duties.

2.12.030 Matters referred from city council.

2.12.010 Creation – Members.

Pursuant to RCW 35A.63, the Snoqualmie Planning Commission is created, consisting of nine members, who shall be selected as follows: the Mayor and one member of Council shall be ex officio members of the commission during the period of their incumbency in such offices. The other seven members shall be appointed by the Mayor and confirmed by the City Council. At least five members shall reside within the corporate limits of the city. Two members may reside outside of the corporate limits of the city but within the urban growth area as designated by King County pursuant to RCW 36.70A.110. The term of office shall be four years through December 31st. Three will expire on odd numbered years and four expire on even numbered years. Vacancies for the remainder of unexpired terms shall be filled in the same manner in which original appointments are made.

2.12.020 Powers and duties.

The Planning Commission shall have all of the powers and perform each and all of the duties specified by RCW 35A.63, except for those specifically delegated by ordinance to the hearing examiner, together with any other duties or authority which may hereafter be conferred upon it by the laws of the state. The performance of such duties and the exercise of such authority is to be subject to each and all the limitations expressed in such legislative enactment or enactments. (Ord. 769 § 1, 1996; Ord. 296 § 2, 1957).

2.12.030 Matters referred from city council.

The City Council may refer to the Planning Commission for its recommendation and report any ordinance, resolution or other proposal relating to any of the matters and subjects referred to in RCW 35A.63, and the Commission shall promptly report to the Council thereon, making such recommendations and giving such counsel as it may deem proper in the premises. (Ord. 296 § 3, 1957).

EXHIBIT E

Chapter 2.16 POLICE DEPARTMENT – REGULAR

Sections:

- 2.16.010 Chapter 41.12 RCW – Adopted by reference.**
- 2.16.020 Commission – Created – Membership.**
- 2.16.030 Commission – Organization and duties.**
- 2.16.040 Applicants for employment.**
- 2.16.050 Employee benefits.**
- 2.16.060 Application of provisions.**
- 2.16.070 Exceptions to RCW 46.08.065(1), vehicle marking requirements.**

2.16.010 Chapter 41.12 RCW – Adopted by reference.

Except as provided in this chapter, the system commonly known as civil service for city police, as set forth in Chapter 41.12 RCW, is adopted for the police department of the city, and all full paid employees therein, excluding the chief, and all hiring, advancements, demotions, discharges and other disciplinary actions in the department shall be governed by civil service rules prescribed in or adopted pursuant to Chapter 41.12 RCW, as it exists or may be amended at or after the effective date of the ordinance codified in this chapter. (Ord. 660 § 1, 1991; Ord. 395 § 1, 1972).

2.16.020 Commission – Created – Membership.

There is hereby created for the administration of such civil service system, the Snoqualmie Civil Service Commission, composed of three members who shall be appointed by the Mayor of the city, without confirmation of the governing body. At the time of appointment, not more than two commissioners shall be adherents of the same political party. The term of office shall be six years per RCW 41.12.030. Term expiration will be December 31st. Commissioners appointed under this chapter shall serve as follows: One to serve for a period of two years, one to serve for a period of four years, and one to serve for a period of six years. In the event a commissioner resigns, becomes disqualified or is removed for cause, another commissioner shall be appointed to take his place for the unexpired portion of the term, in the same manner in which original appointments are made.

2.16.030 Commission – Organization and duties.

The commission shall organize itself, hold meetings, adopt rules and regulations, perform the duties and exercise the powers of the commission in accordance with state law. (Ord. 395 § 3, 1972).

2.16.040 Applicants for employment.

All applicants for employment with, advancement in, or the filling of a vacancy in the police department of the city shall be required to have the qualifications, have a tenure of office, and be subject to removal, as provided in the civil service regulations adopted by the commission consistent with state law, except that notwithstanding the provisions of RCW 41.12.100, in the employment, advancement and filling of

vacancies in the department, the commission shall certify to the appointing power the names of the three persons highest on the eligible list for the class (or the list held appropriate for such class) to which the vacant position has been allocated, who are willing to accept employment. (Ord. 395 § 4, 1972).

2.16.050 Employee benefits.

All members of the present police department of the city shall be entitled to the benefits accruing under this chapter and Chapter 41.12 RCW, as amended, including retaining their present positions and ranks without being subjected to the examination and investigations to be required for the appointment of all subsequent employees of the police department. (Ord. 395 § 5, 1972).

2.16.060 Application of provisions.

This chapter shall not apply to part-time employees of the police department. (Ord. 395 § 6, 1972).

2.16.070 Exceptions to RCW 46.08.065(1), vehicle marking requirements.

The Mayor may authorize duly commissioned officers of the Snoqualmie police department to use vehicles that are not marked as provided in RCW 46.08.065 for law enforcement purposes, including but not limited to special undercover or confidential investigative purposes, traffic control, command staff response to police dispatch calls, and other purposes as the mayor may determine from time to time in her or his reasonable discretion. Authorization by the Mayor of exceptions to vehicle marking requirements shall be documented in writing, shall document the specific law enforcement purpose for which an unmarked vehicle may be used, and reported to the city council within 30 days of being so authorized. (Ord. 1154 § 1, 2015).

EXHIBIT F

Chapter 2.22 SNOQUALMIE ECONOMIC DEVELOPMENT COMMISSION

Sections:

- 2.22.010 Created.**
- 2.22.020 Membership.**
- 2.22.030 Appointment.**
- 2.22.040 Terms of office.**
- 2.22.050 Compensation.**
- 2.22.060 Organization.**
- 2.22.070 Duties.**
- 2.22.080 Economic development element.**

2.22.010 Created.

The Snoqualmie Economic Development Commission is hereby created. (Ord. 962 § 1, 2004).

2.22.020 Membership.

A. The Economic Development Commission shall consist of seven members, who shall reside within the city and/or own or operate a business within the Snoqualmie business community. The mayor pro tem shall annually appoint one Councilmember to serve as a liaison between the City Council and the Economic Development Commission.

2.22.030 Appointment.

The members of the Economic Development Commission shall be appointed by the Mayor, subject to confirmation by the City Council. (Ord. 962 § 1, 2004).

2.22.040 Terms of office.

A. Economic Development Commission members shall serve two-year terms through December 31st. Three will expire on odd numbered years and four will expire on even numbered years.

B. The position of a member shall become vacant upon such member's ceasing to meet the membership requirements. Vacancies for the remainder of unexpired terms shall be filled in the same manner in which original appointments are made.

2.22.050 Compensation.

Members shall serve without compensation but may be reimbursed for reasonable expenses pursuant to city ordinances and policies. (Ord. 962 § 1, 2004).

2.22.060 Organization.

The economic development commission shall organize as necessary to accomplish its purposes and shall abide by and conform to state laws regulating municipalities, city ordinances, policies and procedures.

2.22.070 Duties.

The Economic Development Commission shall have the following duties:

- A. To hold regular public meetings.
- B. To prepare an economic development element for the Snoqualmie vicinity comprehensive plan in accordance with SMC 2.22.080, and from time to time to recommend amendments thereto.
- C. To make periodic recommendations to Planning Commission and City Council regarding the impact on economic development of the plans, policies and regulations of the city.
- D. To provide such other advice and recommendations to the Mayor and City Council regarding matters affecting economic development within the city as may be requested by Mayor or City Council. (Ord. 962 § 1, 2004).

2.22.080 Economic development element.

A. The economic development element of the comprehensive plan shall establish goals, policies, and provisions for economic growth and vitality and a high quality of life.

B. The element shall include:

- 1. A summary of the local economy such as population, employment, payroll, sectors, businesses, sales, and other information as appropriate;
- 2. A summary of the strengths and weaknesses of the local economy defined as the commercial and industrial sectors and supporting factors such as land use, transportation, utilities, education, work force, housing, and natural/cultural resources; and
- 3. An identification of goals and policies to foster economic growth and development and to address future needs.

C. The proposed economic development element prepared by the Economic Development Commission shall be forwarded to the Planning Commission for consideration and recommendation to City Council for inclusion in the comprehensive plan. (Ord. 962 § 1, 2004).



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

**AB24-038
April 8, 2024
Committee Report**

Item 5.

AGENDA BILL INFORMATION

TITLE:	AB24-038: Proclamation Policy	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
PROPOSED ACTION:	Move to adopt the Proclamation Policy effective April 9, 2024.	

REVIEW:	Department Director/Peer	Mike Chambless	Click or tap to enter a date.
	Finance	n/a	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:	Administration		
STAFF:	Deana Dean, City Clerk		
COMMITTEE:	Finance & Administration	COMMITTEE DATE: April 2, 2024	
EXHIBITS:	1. Draft Proclamation Policy		

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

SUMMARY

INTRODUCTION

This policy is intended to provide guidance on City proclamations and will create and streamline a process for requesters.

BACKGROUND

Current proclamations are covered under Rule 5.7 of the Rules of Procedure of the City Council which states "Requests for proclamations to honor individuals or groups will be submitted to the City Clerk for review. Proclamations will be approved and signed by the Mayor. Proclamations may be placed on the Council agenda for official presentation or mailed to the honored individual or organization as appropriate."

ANALYSIS

Based on some recent requests, it has become apparent that a formal process needs to be adopted so that requests are properly routed on a timely basis. Exhibit 1 outlines the principles that must be met, the process for submitting requests, and formalizes a new procedure for proclamations to be proclaimed administratively.

BUDGET IMPACTS

None.

NEXT STEPS

If approved, the City Clerk will add a page to the website with a fillable form for requesters to complete to have their proclamation proposal reviewed.

Council Rules of Procedure, Rule 5, which addresses Proclamations will be amended during the next update.

PROPOSED ACTION

Move to adopt the Proclamation Policy effective April 9, 2024.



City of Snoqualmie

Proclamation Policy

Adopted:	Effective Date:	Approved By:
Repeals and Replaces: Rule 5.7 Council Rules of Procedure		
Policy Expires: No expiration.	Related Policies: N/A	Authorized Signature:

PURPOSE

The purpose of this policy is to establish guidelines and standard procedures governing requests for issuance of City of Snoqualmie proclamations. Emergency proclamations do not pertain to this policy and are governed separately under state and local laws.

POLICY

Proclamations will be considered for issues germane to Snoqualmie and requested by residents of Snoqualmie. The City of Snoqualmie strives to issue proclamations that meet these principles:

- Celebrate the extraordinary achievements of Snoqualmie residents or Snoqualmie non-profit organizations;
- Honor occasions of importance and significance within Snoqualmie;
- Increase public awareness of issues to improve the well-being of the people of this community.

HOW TO MAKE A REQUEST

1. Requests should be submitted to the City Clerk using the online form at least thirty (30) days prior to the due date. Requests submitted by mail, email, phone, fax, or hand delivery will not be accepted.
2. All requests should clearly include information about the person making the request as well as the name of person(s) that will be accepting the proclamation, if approved.
3. Requests shall include draft proclamation language and background information about the reason for the proclamation. It is the requesters responsibility to ensure all information is accurate and up to date.
4. Requests for out-of-city events or for-profit causes will be denied.
5. National or International groups requesting proclamations must have an in-city sponsor.

6. Submission of a request does not guarantee issuance of a proclamation. The Mayor retains the right to decide if the proclamation will or will not be issued.
7. The Mayor retains the right to limit the number of proclamations at a City Council meeting.
8. If approved, proclamations will either be:
 - a. Placed on the City Council meeting agenda under “Proclamations.” The requester must confirm with the City Clerk no later than the Wednesday preceding the Council meeting that they or their designated representative will be attending the meeting. The Mayor will read the proclamation (or a brief summary of the proclamation) and may allow the requester to say a few words (no more than three minutes) about the proclamation.
 - b. Proclaimed administratively and posted on the city’s website under “Community News.”
9. Proclamations will be digitally signed and distributed to the requester via electronic means.
10. A proclamation signed by the City does not imply City participation in, endorsement, or sponsorship of the event or any activities associated with the event; nor is the City responsible for any statements or claims made in the proclamation.
11. The City retains the right to modify, edit, or otherwise amend the proposed proclamation.
12. The City reserves the right to deny, without further comment, any proclamation request, regardless of whether a similar request was accommodated in previous years.



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

**AB23-112
October 9, 2023
Committee Report**

AGENDA BILL INFORMATION

TITLE:	AB23-112: Meadowbrook Farm Governance ILA	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution
	PROPOSED ACTION:	
	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.	

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 December 31, 2034, 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 and one Councilmember from each city to be designated by each city’s Council (each individually a “Member,” and collectively the “Members”), each Member to have a vote. Each Member may appoint a designee to serve in the absence or unavailability of the Member. The chair of the Governing Body shall alternate annually between the Mayor of each city, starting January 1, 2024, and beginning with the longer-serving Mayor.
- 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 (“approved budget expenses”). 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 contribute one-half (1/2) of the approved budgeted expenses and if a Member does not fund its share of the annual budget by January, that Member shall relinquish voting privileges pursuant to Section 6.2 until such time as the Member approves funding of 1/2 approved budget expenses, in which case the Member’s voting privileges shall be reinstated. 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.

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, and fire protection.

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 nonbinding 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:

Mary Miller, 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

CITY OF SNOQUALMIE

Mary Miller, Mayor
Signed:_____

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:_____

**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 December 31, 2034, 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 and one Councilmember from each city to be designated by each city’s Council (each individually a “Member,” and collectively the “Members”), each Member to have an vote. Each Member may appoint a designee to serve in the absence or unavailability of the Member. The chair of the Governing Body shall alternate annually between the Mayor of each city, starting January 1, 2024, and beginning with the longer-serving Mayor.
- 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 (“approved budget expenses”). 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 contribute one-half (1/2) of the approved budgeted expenses and if a Member does not fund its share of the annual budget by January, that Member shall relinquish voting privileges pursuant to Section 6.2 until such time as the Member approves funding of 1/2 approved budget expenses, in which case the Member’s voting privileges shall be reinstated. 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.

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, and fire protection , .

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 nonbinding 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:

Mary Miller, 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

CITY OF SNOQUALMIE

Mary Miller, Mayor
Signed:_____

Katherine Ross, Mayor
Signed:_____

ATTEST/AUTHENTICATED:

By:_____
North Bend City Clerk

By:_____
Snoqualmie City Clerk

APPROVED AS TO FORM:

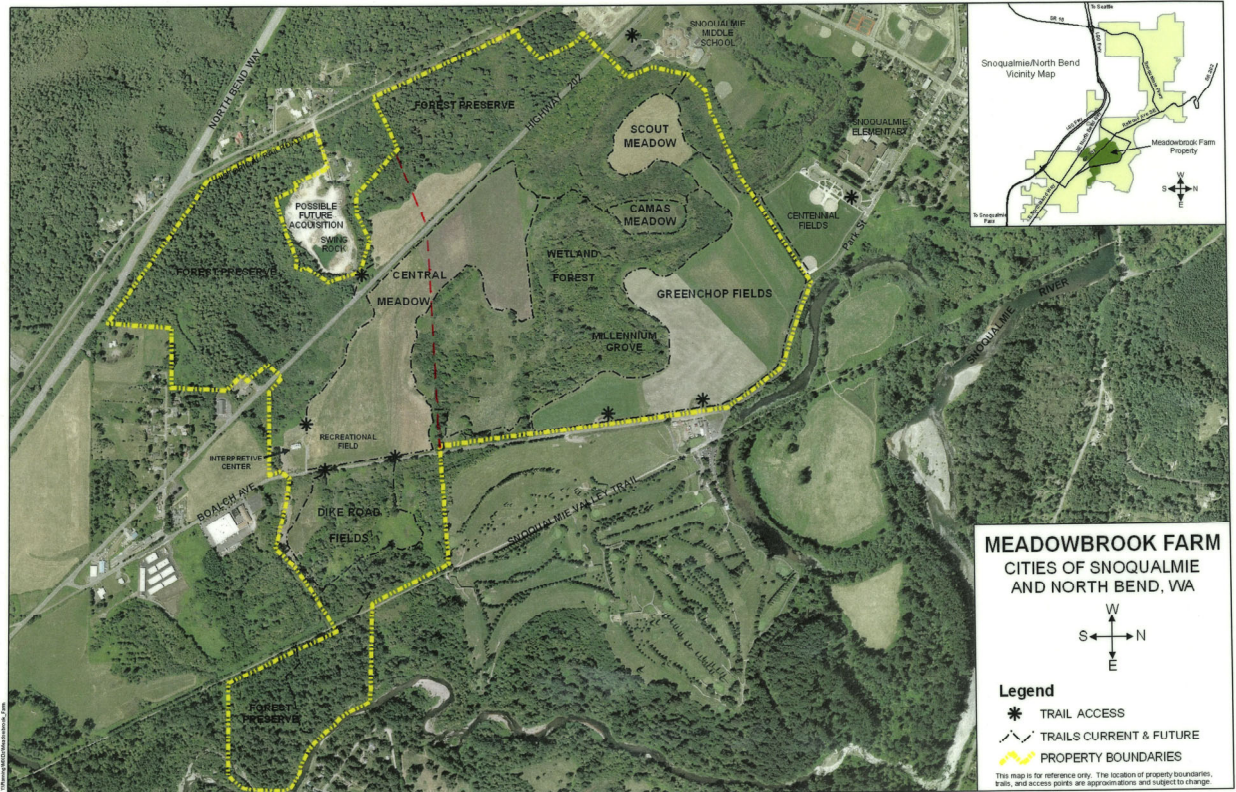
By:_____
Kendra S. Rosenberg
North Bend City Attorney

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
- protect streams or water supply
- promote conservation of soils, wetlands, beaches, or tidal marshes
- enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations, sanctuaries, or other open space
- enhance recreation opportunities
- preserve historic sites
- 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
- salmon habitat and aquatic resources
- scenic resources
- community separator
- historic or cultural resources
- urban passive-use natural area or greenbelt
- park, open space or natural corridor addition
- passive recreation opportunity in an area with unmet needs
- projects that seek to redress historic disparities in access to open space in opportunity areas

The motion also describes “Additional Factors” that are to be considered as criteria:

- educational or interpretive opportunity
- impact to open space resources
- feasibility: ownership complexity, willing seller(s), community support
- partnerships
- identification in an adopted park, open space, comprehensive, or community plan
- Transferable Development Rights (TDR) participation

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

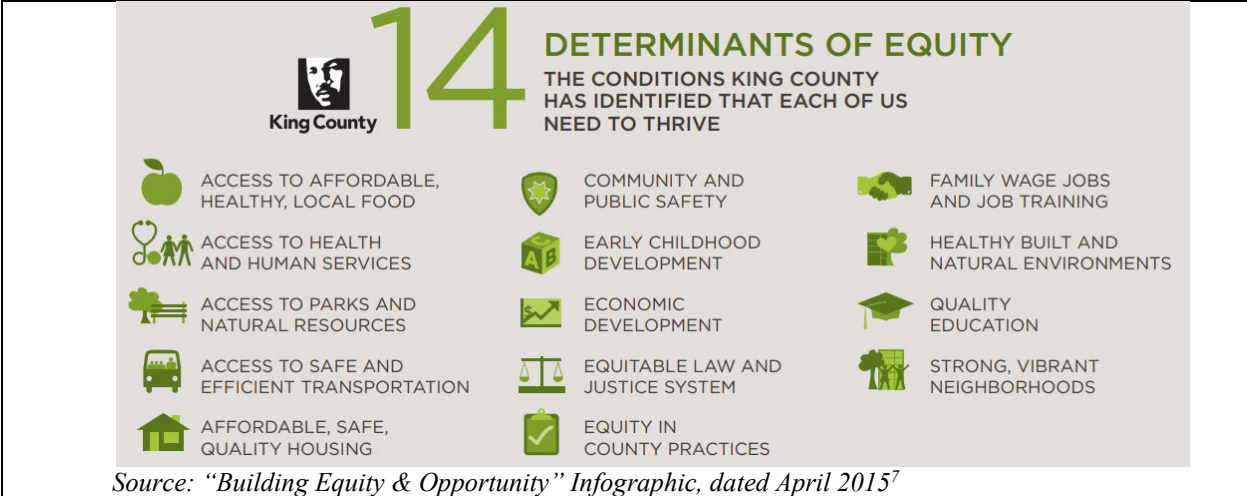
CFT Committee determines that residents in the project area, or the population served by the project, experience disproportionately limited access to open spaces, and demonstrated hardships related to income, health, social, environmental or other factors.

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 or 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**

Project Sponsor

BY: Laura E. Johnson
Laura Eckert Johnson
TITLE: Director
DATE: November 12, 1996

AGENCY: City of North Bend
BY: Joan M. Simpson
Joan M. Simpson
TITLE: Mayor
DATE: 11/21/96

Pre-approved as to form:
By: /S/
Assistant Attorney General

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;

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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.

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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. BRADON HALL BY DEED RECORDED UNDER RECORDING NO. 5013363;
 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 437.87 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;

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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

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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

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 2,352.78 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 6.

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:		EVALUATION SCORE:
IAC	\$500,000.00 .09 %	EVALUATION RANKING:
Local	\$4,134,000.00 .89 %	
Total	\$4,634,000.00 1.00%	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.

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LEG DISTRICT: 05

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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 6.



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 6.

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.

BY _____

(TITLE) (DATE)

Sponsor
North Bend, City of P.O. Box 896 North Bend WA 98045

Project Number	96-196 A	Project Name	Meadowbrook Farm	Invoice #	Billing Period			This is a Final Billing Yes [] No []
					From:	To:	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 NZ	N690 0720	96-196 A	
				NZ	0720		
				NZ	0720		
				NZ	0720		

Project Manager/Date	Release Final Pmt []	Accounting/Date
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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 --

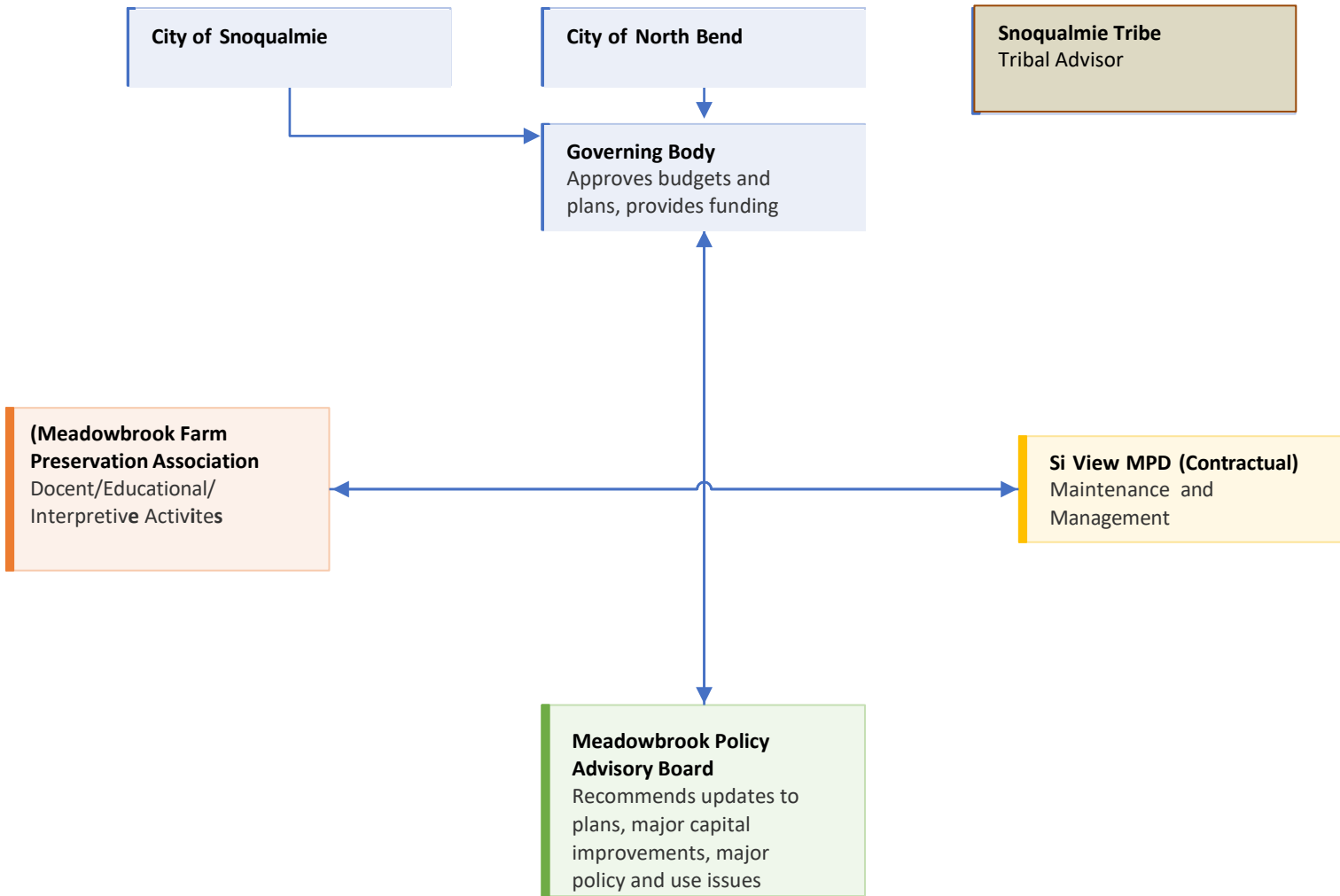


EXHIBIT D

- 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



CITY COUNCIL ROUNDTABLE HYBRID MEETING, 6:00 PM
CITY COUNCIL REGULAR HYBRID MEETING, 7:00 PM
Monday, April 08, 2024
Snoqualmie City Hall, 38624 SE River Street & Zoom

MAYOR & COUNCIL MEMBERS

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

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

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

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

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

ROUNDTABLE AGENDA, 6 PM

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

SPECIAL BUSINESS

1. Comprehensive Plan: Capital Facilities and Utilities Element
2. Comprehensive Plan: Economic Development Element
3. Comprehensive Plan: Environmental Element

ADJOURNMENT

REGULAR AGENDA, 7 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Public Hearings

Appointments

4. **AB24-xxx**: IT Director Confirmation

5. **AB24-xxx:** Parks and Public Works Director Confirmation

Presentations

Proclamations

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

CONSENT AGENDA

6. Approve the City Council Meeting minutes dated March 25, 2024.
7. Approve the Claims Report dated April 8, 2024.
8. **AB23-112:** Meadowbrook Farm Governance ILA

ORDINANCES

9. **AB24-026:** Ordinance Amending SMC re Commissions.

Proposed Action: First Reading of Ordinance No. 1287.

COMMITTEE REPORTS

Public Safety Committee:

Community Development Committee:

10. **AB24-042:** Draft Transportation Element

Proposed Action: Move to accept Council Roundtable edits on the Draft Transportation Element Goal and Policies shown in Exhibit 1 as part of an on-going review of the City Comprehensive Plan Periodic Review Update, 2044, subject to integration and harmonization with the other Comprehensive Plan elements under review.

Parks & Public Works Committee:

Finance & Administration Committee:

11. **AB24-038:** Proclamation Policy

Proposed Action: Move to adopt the Proclamation Policy effective April 9, 2024.

Committee of the Whole:

12. Council Open House/Town Hall Discussion

REPORTS

13. Mayor's Report
14. Commission/Committee Liaison Reports
15. Department Reports for March 2024.

EXECUTIVE SESSION

16. Executive Session pursuant to RCW 42.30.110(1)(i) Potential Litigation.
17. Potential Closed Session pursuant to RCW 42.30.140(4)(b) Collective Bargaining Proceedings.

ADJOURNMENT