



# CITY COUNCIL REGULAR MEETING

Monday, February 10, 2025, at 7:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

## MAYOR & COUNCIL MEMBERS

Mayor Katherine Ross

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

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

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

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

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

## CALL TO ORDER & ROLL CALL

## PLEDGE OF ALLEGIANCE

## AGENDA APPROVAL

## PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

### Appointments

1. Fire Department Badge Pinning Ceremony
- [2.](#) **AB25-027:** Appointment to Arts Commission

**Proposed Action:** Move to confirm the Mayor's recommendation to appoint Nicole Cullen to the Arts Commission.

### Proclamations

- [3.](#) Proclamation 25-02: Twin Peaks Day

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

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

## CONSENT AGENDA

- [4.](#) Approve the City Council Meeting Minutes dated January 27, 2025.
- [5.](#) Approve the Claims Report dated February 10, 2025.
- [6.](#) **AB25-024:** Termination of Snoqualmie Ridge Water System Developer Extension Agreement.

## ORDINANCES

- [7.](#) **AB25-025:** City Hall Hours  
**Proposed Action:** First Reading of Ordinance 1304.
- [8.](#) **AB25-026:** Code Enforcement and Nuisance Abatement Cost Recoupment and Process Clarifications  
**Proposed Action:** First Reading of Ordinance 1305.

## COMMITTEE REPORTS

**Public Safety Committee:**

**Community Development Committee:**

**Parks & Public Works Committee:**

- [9.](#) **AB25-023:** Resolution Accepting a Loan from the Department of Ecology

**Proposed Action:** Move to approve Resolution 1707 accepting a loan from the Department of Ecology.

**Finance & Administration Committee:**

**Committee of the Whole:**

## REPORTS

10. Mayor's Report
11. Commission/Committee Liaison Reports
- [12.](#) Department Reports for the month of January 2025.

## EXECUTIVE SESSION

13. Executive Session pursuant to RCW 42.30.110(1)(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

## ADJOURNMENT

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

# Council Agenda Bill

## AB Number

AB25-027

## Agenda Bill Information

|                                |                              |
|--------------------------------|------------------------------|
| <b>Title*</b>                  | <b>Action*</b>               |
| Appointment to Arts Commission | Motion                       |
| <b>Council Agenda Section</b>  | <b>Council Meeting Date*</b> |
| Appointment                    | 02/10/2025                   |
| <b>Staff Member</b>            | <b>Department*</b>           |
| Deana Dean                     | Administration               |
| <b>Committee</b>               | <b>Committee Date</b>        |

## Exhibits

Packet Attachments - if any

## Summary

### Introduction\*

Nicole Cullen has applied to fill a vacant position on the Arts Commission. She has lived in the city for 16 years and has a passion for art and design. She has experience in leadership, teaching, and event planning. She would like to create opportunities for others to experience the beauty and inspiration that art can bring. She would make a great addition to the Arts Commission.

### Proposed Motion

Move to confirm the Mayor's recommendation to appoint Nicole Cullen to the Arts Commission.

### Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)

There are two vacant positions on the Arts Commission. Recruitment is continuous and ongoing until all positions are filled. If confirmed, Nicole will fill Position #3 with a term expiration of December 31, 2026.

### Analysis\*

Commission and advisory committee members are appointed by the Mayor and subject to confirmation by the City Council as outlined in Title 2 of the Snoqualmie Municipal Code.

### Budgetary Status\*

This action has no budgetary implications.



# Proclamation

**WHEREAS**, the television show Twin Peaks created by Mark Frost and David Lynch debuted in 1990 and changed television forever by breaking new ground and inspiring numerous other television shows; and

**WHEREAS**, Twin Peaks returned to television again in 2017, challenging viewers anew and garnering awards and critical acclaim; and

**WHEREAS**, Twin Peaks captivated television viewers around the world with scenes filmed in Snoqualmie and the Snoqualmie Valley that emphasized the natural beauty and history of our region; and

**WHEREAS**, Twin Peaks has drawn tourists year-round to Snoqualmie, the Snoqualmie Valley, and the Greater Seattle area for more than 30 years; and

**WHEREAS**, Twin Peaks has placed many Snoqualmie and Snoqualmie Valley locations, landmarks and businesses into popular culture, not limited to: Snoqualmie Falls, Mt. Si, Olallie State Park, the Salish Lodge & Spa, the Snoqualmie Lumber Mill and the DirtFish Rally School, The Centennial Log, Reinig Road, Twede's Cafe, The Roadhouse Restaurant & Inn, Smokey Joe's Bar & Grill, Mt. Si High School, the Reinig Bridge, Meadowbrook Bridge, and the Northwest Railway Museum Snoqualmie Depot; and

**WHEREAS**, February 24 is celebrated by Twin Peaks fans world-wide as the day when the character of FBI Special Agent Dale Cooper arrived in the town of Twin Peaks; and

**WHEREAS**, David Lynch, Director and Eagle Scout born in Missoula, Montana, passed away on January 15, 2025, leaving behind an artistic legacy including ten motion pictures, three books, seven albums of music, numerous short films, music videos, commercials, paintings and nearly 50 hours of stories set in the world of Twin Peaks.

**NOW, THEREFORE**, I, Katherine Ross, Mayor of the City of Snoqualmie, do hereby proclaim Monday, February 24, 2025, to be

## TWIN PEAKS DAY

in the City of Snoqualmie and invite people everywhere to celebrate by "giving yourself a present" of donuts, cherry pie and fine coffee, and planning to visit our beautiful Snoqualmie Valley soon.

**APPROVED**, this 10th day of February 2025.

Katherine Ross, Mayor





## CITY COUNCIL REGULAR MEETING MINUTES

### January 27, 2025

**CALL TO ORDER & ROLL CALL:** Mayor Ross called the regular meeting to order at 7:00 pm.

**City Council:** Councilmembers Ethan Benson, Rob Wotton, Bryan Holloway, Louis Washington, Catherine Cotton, Cara Christensen, and Jo Johnson.

Mayor Katherine Ross was also present.

**City Staff Present:** Dena Burke, City Attorney; Mike Chambless, City Administrator; Jeff Hamlin, Parks & Public Works Director; Deana Dean, City Clerk; Danna McCall, Communications Coordinator; Drew Bouta, Finance Director; Fletcher Lacroix, IT Director; Emily Arteche, Community Development Director; Mike Bailey, Fire Chief; Gary Horejsi, Police Captain; Janna Walker, Budget Manager; Gretchen Garrett, Deputy City Clerk/Legal Assistant; Jen Hughes, Deputy Finance Director (remote); Kim Johnson, HR Manager; and Jimmie Betts, IT Support.

**PLEDGE OF ALLEGIANCE** – The pledge of allegiance was led by CM Washington.

#### AGENDA APPROVAL

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

**Approve the agenda.**

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

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

##### Appointments

1. **AB25-016:** Appointment to the Arts Commission. Introduction read into the record by Mayor Ross.

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

**Confirm the Mayor's appointment of Nicola Badenhorst to the Arts Commission.**

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

2. **AB25-022:** Appointment to the Parks and Events Commission. Introduction read into the record by Mayor Ross.

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

**Confirm the Mayor's appointment of Amanda Frame to the Parks and Events Commission.**

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

### Presentations

- 2024 Top Accomplishments. Presentation by City Administrator Mike Chambless. Council and Mayor comments followed.

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

- City of North Bend Mayor Mary Miller expressed intent to continue the work in increasing connection between the two communities.
- City of North Bend Mayor Pro Tem Mark Joselyn spoke regarding the police services contract and the benefit to continue the relationship between Snoqualmie and North Bend and encouraged Council to support the measure to allow the parties to continue the conversation to the betterment of the safety and wellbeing to all who live in Snoqualmie and North Bend.

### CONSENT AGENDA

- Approve the City Council Meeting Minutes dated January 13, 2025.
- Approve the Claims Report dated January 27, 2025.
- AB25-013:** Meadowbrook Farm Operation and Maintenance 2025 Budget.

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

**Approve the consent agenda.**

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

### COMMITTEE REPORTS

#### Public Safety Committee:

- AB25-002:** Amendment to the 2019 North Bend Interlocal Agreement for Police Services. Introduction read into the record by CM Wotton. Discussion followed.

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

**Approve the 2025 Renewal Interlocal Agreement for Police Services with the City of North Bend for the period January 1, 2025, through May 31, 2025, and authorize the Mayor to sign.**

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

**Community Development Committee:** There was no report.

**Parks & Public Works Committee:** Utility rate study update provided by CM Benson.

#### Finance & Administration Committee:

- AB25-010:** Snoqualmie Design and Construction Standards Task Order. Introduction read into the record by CM Holloway. Discussion followed with questions answered by Community Development Director Emily Arteché and Budget Manager Janna Walker.

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

**Approve the contract and task order with Perteet, Inc. Engineering for work, design, and construction standards.**

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

### Committee of the Whole:

9. **Council Retreat Planning.** Discussion led by CM Holloway. Retreat set for March 28, 2025. Councilmembers to participate in the RFP consultant selection process for strategic planning are CM Holloway and CM Washington.

### REPORTS

#### 10. Mayor's Report:

- Congratulations to City Administrator Mike Chambless for receiving the ICMA Credentialed Manager Designation.
- The Mayor attended the AWC Mayor's Exchange last week and provided an update on the speakers and topics covered.
- AWC City Action Days will be held in February in Olympia and Councilmembers are encouraged to attend.

#### 11. Commission/Committee Liaison Reports:

- CM Cotton provided an update on Snoqualmie Valley Health/Hospital on their new ambulatory center and North Bend clinic. She also indicated if anyone is interested in a tour of the Reclaim facility, to let her know.
- CM Wotton provided an update on the January Snoqualmie Valley Government Association meeting. He also noted the RFQ for Workforce Housing has resulted in a couple of applicants.

### EXECUTIVE SESSION

12. Executive Session pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

At 7:46 pm, Council took a 5-minute break and went into Executive Session which was expected to last until 8:50 pm. No action was anticipated following the Executive Session and recording of the meeting ceased.

At 8:50 pm, Mayor Ross extended Executive Session to 8:55 pm.

### ADJOURNMENT

The meeting was adjourned at 8:55 pm.

**CITY OF SNOQUALMIE**

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Katherine Ross, Mayor

Attest:

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

DRAFT





**Drew Bouta, Director of Finance**  
38624 SE River St. | PO Box 987  
Snoqualmie, Washington 98065  
(425) 888-1555 | [dbouta@snoqualmiewa.gov](mailto:dbouta@snoqualmiewa.gov)

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

**From:** Drew Bouta, Director of Finance

**Date:** February 10, 2025

**Subject:** CLAIMS REPORT  
Approval of payments for the period: December 16, 2024, through January 28, 2025

**BACKGROUND**

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

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

**ANALYSIS**

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

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



City of Snoqualmie

Claims presented to the City to be paid in the amount of \$1,099,086.34

For claims warrants numbered 83754 through 83822 & dated 1/16/2025

| VENDOR NAME          | ACCOUNT                  | ACCOUNT DESC                   | YEAR | PERIOD | TYPE | STATUS | AMOUNT    | CHECK NO | INVOICE#       | FULL DESC   |
|----------------------|--------------------------|--------------------------------|------|--------|------|--------|-----------|----------|----------------|---|
| AMZONCAP             | 001.09.014.52210.531000. | Office Supplies                | 2024 | 12     | INV  | Paid   | 26.87     | 83754    | 101T-4GJF-DJCM | laminating sheets                                 |
| AMZONCAP             | 001.09.014.52220.531910. | Operating Supplies             | 2024 | 12     | INV  | Paid   | 78.33     | 83754    | 1VKK-ND4V-4LYG | Traffic door mat                                  |
| ASPECT               | 417.13.423.59434.541070. | Source of Supply - Studies & I | 2024 | 12     | INV  | Paid   | 7,032.03  | 83755    | 605250         | ASR Analysis and Feas study-Svcs ending 12/29/24  |
| ATWORK               | 001.16.035.54270.548150. | Landscaping Services           | 2024 | 12     | INV  | Paid   | 6,114.84  | 83756    | PS-INV105817   | Roadside Maintenance Dec. 2024                    |
| ATWORK               | 403.22.050.53130.548150. | Landscaping Services           | 2024 | 12     | INV  | Paid   | 14,267.95 | 83756    | PS-INV105817   | Roadside Maintenance Dec. 2024                    |
| ATWORK               | 510.24.053.51820.548150. | Landscaping Services           | 2024 | 12     | INV  | Paid   | 2,892.15  | 83756    | PS-INV105815   | Maintenance agreement- Facilities                 |
| B&H Photo-Video      | 502.11.021.51888.531820. | Info Tech Components           | 2024 | 12     | INV  | Paid   | 174.34    | 83757    | 229860906      | Cellular Security Camera Enclosure                |
| B&H Photo-Video      | 502.11.021.51888.531820. | Info Tech Components           | 2024 | 12     | INV  | Paid   | 2,488.49  | 83757    | 230075202      | RECONYX Cellular Security Cameras                 |
| CDW GOVT             | 502.11.021.51888.531820. | Info Tech Components           | 2024 | 12     | INV  | Paid   | 243.77    | 83758    | AB5688B        | CAT6 patch cables                                 |
| CDW GOVT             | 502.11.021.51888.531820. | Info Tech Components           | 2024 | 12     | INV  | Paid   | 281.17    | 83758    | AB8KW9D        | Firewall rack mount                               |
| Central Welding      | 001.09.014.52220.531910. | Operating Supplies             | 2024 | 12     | INV  | Paid   | 114.33    | 83759    | 0002263730     | High pressure small/med. Haz Mat                  |
| CINTAS               | 001.13.000.51810.531080. | First Aid Cabinet Supplies     | 2024 | 12     | INV  | Paid   | 1,439.73  | 83760    | 5239820207     | First Aid Cabinets, City Hall, PD, PW             |
| CINTAS               | 001.13.000.51810.531080. | First Aid Cabinet Supplies     | 2024 | 12     | INV  | Paid   | 1,371.52  | 83760    | 5244941202     | First Aid Cabinets, City Hall, PD, PW             |
| CINTAS               | 402.20.040.53580.545200. | Rent - Furniture & Equipment   | 2024 | 12     | INV  | Paid   | 127.65    | 83760    | 9302668404     | AED maintenance                                   |
| COI                  | 001.08.009.52122.541511. | Dispatch Services              | 2024 | 12     | INV  | Paid   | 30,130.65 | 83761    | 25000001       | Dispatch Services- December 2024                  |
| COI                  | 014.08.012.52122.541511. | Dispatch Services              | 2024 | 12     | INV  | Paid   | 20,087.10 | 83761    | 25000001       | Dispatch Services- December 2024                  |
| CORED                | 001.09.014.52210.549210. | KCEMS Reimbursable Services    | 2024 | 12     | INV  | Paid   | 1,767.00  | 83762    | FTI0000602     | MIH Q4 2024                                       |
| COS                  | 001.09.014.52250.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 868.95    | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 001.13.000.51820.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 194.20    | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 001.12.028.57680.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 11,941.54 | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 001.08.009.52150.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 984.80    | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 001.16.035.54230.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 1,650.92  | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 001.16.035.54270.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 195.52    | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 401.18.037.53481.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 891.43    | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 401.19.039.53935.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 250.30    | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 402.20.040.53580.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 8,786.34  | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 403.22.050.53130.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 965.92    | 83763    | 12/24 UB       | COS UB 12/24                                      |
| COS                  | 510.24.053.51820.547300. | Water - Sewer - Stormwater     | 2024 | 12     | INV  | Paid   | 6,433.21  | 83763    | 12/24 UB       | COS UB 12/24                                      |
| CTV                  | 001.09.014.52220.531340. | Custodial & Cleaning Supplies  | 2024 | 12     | INV  | Paid   | 28.98     | 83764    | B391155        | Soap, degreaser, dust pan/broom set               |
| DAVDOOR              | 001.12.028.57680.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 19,270.40 | 83765    | INV0003499     | Parks door repair                                 |
| DOO                  | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12     | INV  | Paid   | 7,770.00  | 83766    | 1018           | Street sweeping                                   |
| DOO                  | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12     | INV  | Paid   | 3,897.64  | 83766    | 1025           | Street Sweeping                                   |
| DOO                  | 001.16.035.54267.548000. | St Clean Repair & Maint Svcs   | 2024 | 12     | INV  | Paid   | 4,691.00  | 83766    | 1013           | Street sweeping                                   |
| DOO                  | 001.16.035.54267.548000. | St Clean Repair & Maint Svcs   | 2024 | 12     | INV  | Paid   | 6,111.00  | 83766    | 952            | Street sweeping                                   |
| DOO                  | 001.16.035.54267.548000. | St Clean Repair & Maint Svcs   | 2024 | 12     | INV  | Paid   | 3,299.63  | 83766    | 953            | Street sweeping                                   |
| DOO                  | 001.16.035.54267.548000. | St Clean Repair & Maint Svcs   | 2024 | 12     | INV  | Paid   | 3,155.25  | 83766    | 954            | Street sweeping                                   |
| DOO                  | 001.16.035.54267.548000. | St Clean Repair & Maint Svcs   | 2024 | 12     | INV  | Paid   | 6,604.50  | 83766    | 986            | Street sweeping                                   |
| DOO                  | 001.16.035.54267.548000. | St Clean Repair & Maint Svcs   | 2024 | 12     | INV  | Paid   | 6,604.50  | 83766    | 987            | Street sweeping                                   |
| DOO                  | 001.16.035.54267.548000. | St Clean Repair & Maint Svcs   | 2024 | 12     | INV  | Paid   | 388.50    | 83766    | 988            | Street sweeping                                   |
| FCS Bowman           | 401.18.019.53410.541095. | Utility Rate Study             | 2024 | 12     | INV  | Paid   | 904.00    | 83767    | 3918-22412007  | Utility Rate Study 2025/2030                      |
| FCS Bowman           | 402.20.019.53510.541095. | Utility Rate Study             | 2024 | 12     | INV  | Paid   | 904.00    | 83767    | 3918-22412007  | Utility Rate Study 2025/2030                      |
| FCS Bowman           | 403.22.019.53110.541095. | Utility Rate Study             | 2024 | 12     | INV  | Paid   | 452.00    | 83767    | 3918-22412007  | Utility Rate Study 2025/2030                      |
| FORMA CONSTRUCTION   | 310.13.701.59418.563006. | Facilities Maint - Construct   | 2024 | 12     | INV  | Paid   | 75,683.16 | 83768    | 2024-02F 1     | City Hall security upgrades Construction          |
| IHK                  | 403.22.050.53130.545100. | Rent - Shop Equipment          | 2024 | 12     | INV  | Paid   | 678.35    | 83769    | 170261         | Mini-excavator rental                             |
| Invent Environ Tech  | 417.13.454.59435.563000. | WRF Improve Construction       | 2024 | 12     | INV  | Paid   | 54.55     | 83770    | INV 2024-00191 | Materials to rplc existg damaged terminal blk     |
| Ivoxy Consulting Inc | 502.11.022.59418.564104. | Core Switch Replacement        | 2024 | 12     | INV  | Paid   | 165.00    | 83771    | TYLW13171      | Juniper Network Direct attach copper cable        |
| JENKINSP             | 403.22.050.53135.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 2,746.62  | 83772    | 29340          | Catch Basin cleaning                              |
| JENKINSP             | 403.22.050.53135.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 919.12    | 83772    | 29341          | Catch Basin cleaning                              |
| JENKINSP             | 403.22.050.53135.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 4,269.34  | 83772    | 29342          | Catch Basin cleaning                              |
| JENKINSP             | 403.22.050.53135.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 3,641.37  | 83772    | 29367          | Catch Basin cleaning                              |
| JENKINSP             | 403.22.050.53135.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 2,942.81  | 83772    | 29369          | Catch Basin cleaning                              |
| JENKINSP             | 403.22.050.53135.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 2,746.62  | 83772    | 29370          | Catch Basin cleaning                              |
| JENKINSP             | 403.22.050.53135.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 3,139.00  | 83772    | 29375          | Catch Basin cleaning                              |
| JENKINSP             | 403.22.050.53135.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 3,139.00  | 83772    | 29394          | Catch Basin cleaning                              |
| JENKINSP             | 403.22.050.53135.548000. | Repair & Maintenance Services  | 2024 | 12     | INV  | Paid   | 1,531.87  | 83772    | 29404          | Catch Basin cleaning                              |
| JJK                  | 001.06.075.51810.541420. | HR-Related Services            | 2024 | 12     | INV  | Paid   | 15,979.00 | 83773    | 9109647901     | Online Training Enterprise contract 2 yr. subscri |

|                     |                          |                                |      |    |     |      |            |       |                      |   |
|---------------------|--------------------------|--------------------------------|------|----|-----|------|------------|-------|----------------------|---|
| JJK                 | 001.06.075.51810.541420. | HR-Related Services            | 2024 | 12 | CRM | Paid | -2,115.97  | 83773 | 9109647902           | Credit -Advances 2 year online training subscrip  |
| KC 710              | 001.16.035.54264.548000. | Traffic Signal Maintenance     | 2024 | 12 | INV | Paid | 968.90     | 83774 | 1381075-138077       | Traffic sign maint.                               |
| KC 710              | 417.13.416.59435.563000. | 384th St - Const               | 2024 | 12 | INV | Paid | 2,288.00   | 83774 | 35007458             | For KC Right-of-Way Permit ROWA24-0931-Sep        |
| KC 710              | 417.13.416.59435.563000. | 384th St - Const               | 2024 | 12 | INV | Paid | 2,640.00   | 83774 | 35007536             | For KC Right-of-Way Permit ROWA24-0931- Oct       |
| KC 710              | 417.13.416.59435.563000. | 384th St - Const               | 2024 | 12 | INV | Paid | 1,056.00   | 83774 | 35007571             | For KC Right-of-Way Permit ROWA24-0931-Nov        |
| KC 710              | 502.11.020.51888.542200. | INET Internet Network Services | 2024 | 12 | INV | Paid | 1,300.00   | 83774 | 11015331             | King County INET                                  |
| KI 2                | 001.09.014.52220.531050. | Uniforms                       | 2024 | 12 | INV | Paid | 22.37      | 83775 | 15357                | Heat press name tag                               |
| LAI                 | 001.09.014.52220.531912. | EMS Supplies & Equipment       | 2024 | 12 | INV | Paid | 216.43     | 83776 | 1540383              | Alcohol, prep pad, heat pack, eyewear, face ma    |
| Lakeside Ind        | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 481.79     | 83777 | 300611               | Street asphalt                                    |
| LLS                 | 001.08.009.52122.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 29.30      | 83778 | 11485403             | Interpretation svcs J. Weiss ref 245-5948         |
| LNCS                | 001.09.014.52220.531051. | Personal Protective Equipment  | 2024 | 12 | INV | Paid | 8,105.58   | 83779 | INV896871            | Globe Extreme Jackets (2) GPS Globe for new FR    |
| LNCS                | 001.09.014.52220.531051. | Personal Protective Equipment  | 2024 | 12 | INV | Paid | 416.06     | 83779 | INV899224            | Gloves, Cobra BariAire hood, FF Duddles           |
| MACDMILL            | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 406.66     | 83780 | SVC17669             | Park sink repair                                  |
| MACDMILL            | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 1,212.28   | 83780 | SVC313719            | Park drinking fountain repair                     |
| MACDMILL            | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 371.38     | 83780 | SVC313720            | Park drinking fountain repair                     |
| MACDMILL            | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 3,176.83   | 83780 | SVC317668            | Park drinking fountain repair                     |
| MACDMILL            | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 418.71     | 83780 | SVC322234            | Park fountain repair                              |
| MACDMILL            | 001.12.028.57680.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 501.86     | 83780 | SVC17669             | Park sink repair                                  |
| MACDMILL            | 001.12.028.57680.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 1,254.65   | 83780 | SVC313719            | Park drinking fountain repair                     |
| MACDMILL            | 001.12.028.57680.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 1,003.72   | 83780 | SVC313720            | Park drinking fountain repair                     |
| MACDMILL            | 001.12.028.57680.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 1,254.65   | 83780 | SVC317668            | Park drinking fountain repair                     |
| MACDMILL            | 001.12.028.57680.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 1,881.97   | 83780 | SVC322234            | Park fountain repair                              |
| Marine Lumber       | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 2,933.10   | 83781 | 19725                | Street Fence Supplies                             |
| Michael Liebetrau   | 001.08.009.52140.543000. | Training & Travel              | 2024 | 12 | INV | Paid | 34.84      | 83782 | RE M Liebetrau 11/24 | Mileage to WA State Patrol Tox & Crime Labs M     |
| Michael Liebetrau   | 001.08.009.52140.543000. | Training & Travel              | 2024 | 12 | INV | Paid | 34.84      | 83782 | RE M Liebetrau 12/24 | Mileage to WA State Patrol Tox & Crime Labs M     |
| MONROECC            | 403.22.050.53145.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 630.11     | 83783 | MCC2412.0168         | Spread mulch, clear debris @ shop, Storm pnd      |
| NARESCUE            | 001.08.009.52122.531910. | Operating Supplies             | 2024 | 12 | INV | Paid | 620.35     | 83784 | IN824600             | Combat touniquets (50)                            |
| NARESCUE            | 014.08.012.52122.531910. | Operating Supplies             | 2024 | 12 | INV | Paid | 620.34     | 83784 | IN824600             | Combat touniquets (50)                            |
| NB AUTOF            | 501.23.051.54868.531301. | Repair Parts                   | 2024 | 12 | INV | Paid | 13.92      | 83785 | 050346               | 6400 Fleet account- ER&R parts                    |
| NB AUTOF            | 501.23.051.54868.531301. | Repair Parts                   | 2024 | 12 | INV | Paid | 287.72     | 83785 | 050738               | 6400 Fleet account- ER&R parts                    |
| NB AUTOF            | 501.23.051.54868.531301. | Repair Parts                   | 2024 | 12 | INV | Paid | 129.61     | 83785 | 050976               | 6400 Fleet account- ER&R parts                    |
| NB AUTOF            | 501.23.051.54868.531301. | Repair Parts                   | 2024 | 12 | INV | Paid | 514.36     | 83785 | 051579               | 6400 Fleet account- ER&R parts                    |
| NB AUTOF            | 501.23.051.54868.531301. | Repair Parts                   | 2024 | 12 | INV | Paid | 219.51     | 83785 | 051626               | 6400 Fleet account- ER&R parts                    |
| NB AUTOF            | 501.23.051.54868.531301. | Repair Parts                   | 2024 | 12 | INV | Paid | 69.39      | 83785 | 051632               | 6400 Fleet account- ER&R parts                    |
| NB AUTOF            | 501.23.051.54868.531301. | Repair Parts                   | 2024 | 12 | INV | Paid | 69.70      | 83785 | 051819               | 6400 Fleet account- ER&R parts                    |
| NB AUTOF            | 501.23.051.54868.531301. | Repair Parts                   | 2024 | 12 | INV | Paid | 500.03     | 83785 | 052054               | 6400 Fleet account- ER&R parts                    |
| NB AUTOF            | 501.23.051.54868.531301. | Repair Parts                   | 2024 | 12 | INV | Paid | 175.52     | 83785 | 052946               | 6400 Fleet account- ER&R parts                    |
| NB AUTOG            | 001.09.014.52220.531910. | Operating Supplies             | 2024 | 12 | INV | Paid | 74.95      | 83786 | 052856               | Heli coil, B coral, exhaust fluid                 |
| NB Landscape Supply | 403.22.030.53190.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 510.12     | 83787 | 743                  | Topsoil for replacing stumps of trees that failed |
| NFE                 | 403.22.030.53190.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 229.11     | 83788 | 9607                 | Stump and brush dumping                           |
| NVS                 | 502.11.020.51888.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 19,000.00  | 83789 | 000000422484         | Consultation services for GIS                     |
| PERFSYS             | 510.24.053.51820.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 451.68     | 83790 | 12643162             | Fire Extinguisher annual service and maint.       |
| PERFSYS             | 510.24.053.51820.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 177.84     | 83790 | 12643169             | Fire Extinguisher annual service and maint.       |
| PERFSYS             | 510.24.053.51820.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 435.31     | 83790 | 12643170             | Fire Extinguisher annual service and maint.       |
| PFM FIN             | 001.06.007.51423.541090. | Financial Services             | 2024 | 12 | INV | Paid | 3,000.00   | 83791 | 134769               | Quarterly retainer for Oct-Dec 2024               |
| PlanIT Geo          | 403.22.030.53190.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 8,859.42   | 83792 | QB INV-23936         | Tree Canopy cover assessment/Anal./Classif, M     |
| POA-OR              | 502.11.020.51888.545200. | Rent - Furniture & Equipment   | 2024 | 12 | INV | Paid | 2.84       | 83793 | 8C24086-3            | Printer Lease                                     |
| POA-OR              | 502.11.020.51888.545200. | Rent - Furniture & Equipment   | 2024 | 12 | INV | Paid | 1.90       | 83793 | 8C24585-2            | Printer Lease                                     |
| POA-OR              | 502.11.020.51888.545200. | Rent - Furniture & Equipment   | 2024 | 12 | INV | Paid | 642.60     | 83793 | 900346               | Copier Kit Overage                                |
| POA-OR              | 502.11.020.51888.545200. | Rent - Furniture & Equipment   | 2024 | 12 | INV | Paid | 524.00     | 83793 | 965096               | Copier Kit Overage                                |
| POA-OR              | 502.11.020.51888.545200. | Rent - Furniture & Equipment   | 2024 | 12 | INV | Paid | 137.66     | 83793 | CSQ-2423             | Monthly Printer Lease                             |
| POA-OR              | 502.11.020.59118.577004. | Copiers/Printers Lease Prin    | 2024 | 12 | INV | Paid | 31.19      | 83793 | 8C24086-3            | Printer Lease                                     |
| POA-OR              | 502.11.020.59118.577004. | Copiers/Printers Lease Prin    | 2024 | 12 | INV | Paid | 20.93      | 83793 | 8C24585-2            | Printer Lease                                     |
| POA-OR              | 502.11.020.59118.577004. | Copiers/Printers Lease Prin    | 2024 | 12 | INV | Paid | 1,552.91   | 83793 | CSQ-2423             | Monthly Printer Lease                             |
| PRIDEELE            | 001.16.035.54230.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 990.91     | 83794 | 436262               | Center St. Holiday Lights outlet repair           |
| PROSPECT            | 417.13.454.59435.563000. | WRF Improve Construction       | 2024 | 12 | INV | Paid | 220,059.84 | 83795 | Pay Estimate #16     | Construction through 12/31/2024                   |
| PSRFA               | 501.23.051.54868.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 236.93     | 83796 | 11940                | Maint. contract for 2 fire trucks & 2 aid units   |
| RH2                 | 401.18.019.53410.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 1,646.53   | 83797 | 99363                | Final Design December 2024                        |
| RH2                 | 402.20.019.53510.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 1,646.53   | 83797 | 99363                | Final Design December 2024                        |
| RH2                 | 417.13.455.59435.541060. | Eagle Lake Reclam Design       | 2024 | 12 | INV | Paid | 160,782.17 | 83797 | 99363                | Final Design December 2024                        |
| RH2                 | 417.13.454.59435.541040. | WRF Improve Const Mgmt         | 2024 | 12 | INV | Paid | 99,117.28  | 83797 | 99369                | Construction Mgmt through December 2024           |

|                     |                          |                                |      |    |     |      |            |       |                 |   |
|---------------------|--------------------------|--------------------------------|------|----|-----|------|------------|-------|-----------------|---|
| RODARTE             | 310.17.511.59561.563000. | 384th Sidewalk Construction    | 2024 | 12 | INV | Paid | 139,687.05 | 83798 | Pay Estimate #6 | Construction to Dec. 2024                       |
| RODARTE             | 417.13.416.59435.563000. | 384th St - Const               | 2024 | 12 | INV | Paid | 12,272.25  | 83798 | Pay Estimate #6 | Construction to Dec. 2024                       |
| Sara Anfuso         | 001.28.057.57390.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 1,000.00   | 83799 | 03              | Content Creator video and social media          |
| SCORE               | 001.08.009.52360.541504. | Jail Services - SCORE          | 2024 | 12 | INV | Paid | 176.00     | 83800 | 8324            | SCORE medical svcs- Snoq. inmates October 2024  |
| SHI INT             | 502.11.021.51888.531800. | Department Software            | 2024 | 12 | INV | Paid | 2,033.19   | 83801 | B19053993       | Bluebeam Licenses for Comm Dvlp.                |
| STERI FD            | 001.09.014.52220.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 20.72      | 83802 | 8009254154      | Medical disposal services                       |
| STERICYCLE          | 001.08.009.52122.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 20.72      | 83803 | 8009254107      | On- call svc chg- sharps/hazmat disposal Nov/D  |
| Sunbelt Rentals     | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 84.66      | 83804 | 160796481-0002  | Fuel charge on rental                           |
| Sunbelt Rentals     | 001.16.035.54230.545200. | Rent - Furniture & Equipment   | 2024 | 12 | INV | Paid | 3,125.93   | 83804 | 161963281-0001  | Manlift for Holiday lights                      |
| SUPERION            | 502.11.021.51888.548860. | Hardware-Software Maintenance  | 2024 | 12 | INV | Paid | 21,880.94  | 83805 | 424334          | TRAKIT Annual Maintenance                       |
| SV School Dist      | 014.08.012.52122.532100. | Gasoline/Diesel Fuel           | 2024 | 12 | INV | Paid | 4,915.13   | 83806 | 8350            | Fleet and NB Police Fuel- December 2024         |
| SV School Dist      | 501.23.051.54868.532100. | Gasoline/Diesel Fuel           | 2024 | 12 | INV | Paid | 8,221.92   | 83806 | 8350            | Fleet and NB Police Fuel- December 2024         |
| SYSTEMS DESIGN W    | 001.09.014.52270.541090. | BLS Customer Billing Services  | 2024 | 12 | INV | Paid | 1,329.93   | 83807 | 20242531        | November EMS Billing                            |
| THC                 | 403.22.050.53130.545100. | Rent - Shop Equipment          | 2024 | 12 | INV | Paid | 3,054.81   | 83808 | 35159958-001    | Backhoe to support operations with our Backho   |
| The Counseling Team | 001.08.009.52140.543000. | Training & Travel              | 2024 | 12 | INV | Paid | 20,053.80  | 83809 | INV102450       | Basic Peer Support /Group Crisis Intervention   |
| TSI CARN            | 001.16.035.59564.563000. | General Streets Signage        | 2024 | 12 | INV | Paid | 1,715.18   | 83810 | 19782           | Way-finding signs                               |
| TWIS                | 001.08.009.52110.549200. | Dues-Subscriptions-Memberships | 2024 | 12 | INV | Paid | 238.16     | 83811 | 851299247       | Clear research database monthly fee Dec. 2024   |
| TYLERTEC            | 350.13.023.59418.541000. | Professional Svcs - General    | 2024 | 12 | INV | Paid | 3,260.00   | 83812 | 045-500219      | Tyler consulting services                       |
| ULINE               | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 1,403.95   | 83813 | 186688270       | Ice Melt  |
| UNITEDSI            | 417.22.050.53130.548000. | Repair & Maintenance Services  | 2024 | 12 | INV | Paid | 275.56     | 83814 | INV-5035918     | Portable toilet Svc for DOC ops./exchange for n |
| URNW                | 401.18.037.53481.545100. | Rent - Shop Equipment          | 2024 | 12 | INV | Paid | 1,145.55   | 83815 | 235589951-007   | Truck rental for water department               |
| USBANK              | 310.13.000.59295.585000. | Debt Registration Costs        | 2024 | 12 | INV | Paid | 200.00     | 83816 | 7415942         | 2021 LTGO Bond Administration Fees 7/1/24-6/    |
| USBANK              | 417.13.000.59231.585000. | Debt Registration Costs -Storm | 2024 | 12 | INV | Paid | 40.00      | 83816 | 7415992         | 2017 Rev Ref Bond Admin. Fee, 7/1/24-6/30/25    |
| USBANK              | 417.13.000.59231.585000. | Debt Registration Costs -Storm | 2024 | 12 | INV | Paid | 41.30      | 83816 | 7415993         | 2018 Ref Rev Bond Admin. Fee, 7/1/24-6/30/25    |
| USBANK              | 417.13.000.59234.585000. | Debt Registration Costs -Water | 2024 | 12 | INV | Paid | 80.00      | 83816 | 7415992         | 2017 Rev Ref Bond Admin. Fee, 7/1/24-6/30/25    |
| USBANK              | 417.13.000.59234.585000. | Debt Registration Costs -Water | 2024 | 12 | INV | Paid | 121.45     | 83816 | 7415993         | 2018 Ref Rev Bond Admin. Fee, 7/1/24-6/30/25    |
| USBANK              | 417.13.000.59235.585000. | Debt Registration Costs -Sewer | 2024 | 12 | INV | Paid | 80.00      | 83816 | 7415992         | 2017 Rev Ref Bond Admin. Fee, 7/1/24-6/30/25    |
| USBANK              | 417.13.000.59235.585000. | Debt Registration Costs -Sewer | 2024 | 12 | INV | Paid | 187.25     | 83816 | 7415993         | 2018 Ref Rev Bond Admin. Fee, 7/1/24-6/30/25    |
| VALLEYD             | 001.13.117.51591.541111. | Public Defender Services       | 2024 | 12 | INV | Paid | 6,650.00   | 83817 | Dec-24          | Public defense services-Snoq cases- Dec. 2024   |
| VERIZ 3             | 502.11.020.51888.542010. | Cellular Telephone             | 2024 | 12 | INV | Paid | 2,316.20   | 83818 | 6101346232      | PD cell phones- Nov. 17-Dec 16 2024             |
| WA HIA              | 001.08.009.52140.543000. | Training & Travel              | 2024 | 12 | INV | Paid | 425.00     | 83819 | WHIA Gutwein    | WHIA Homicide Conference, 2025, A Gutwein       |
| WASI                | 001.06.075.51810.541420. | HR-Related Services            | 2024 | 12 | INV | Paid | 4,887.20   | 83820 | 64265           | Occ Hrg Conserv. Prgrm (mobile hearing test tru |
| WLACE               | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 75.07      | 83821 | 15313756        | Board walk Paint                                |
| WLACE               | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 124.06     | 83821 | 15313765        | Restroom Paint                                  |
| WLACE               | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 87.19      | 83821 | 15313129        | Street Fence Post Concrete                      |
| WLACE               | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 125.44     | 83821 | 15313795        | Post hole Digger                                |
| WLACE               | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 56.69      | 83821 | 15313802        | Ice Melt  |
| WLACE               | 001.16.035.54230.531300. | Repair & Maintenance Supplies  | 2024 | 12 | INV | Paid | 98.62      | 83821 | 15313862        | Drill Bits                                      |
| WSP BF              | 633.13.000.58930.589305. | Concealed Pistol License Remit | 2024 | 12 | INV | Paid | 180.00     | 83822 | I2503628        | Fingerprinting background checks- Dec. 2024     |

**City of Snoqualmie**

**Claims presented to the City to be paid in the amount of \$491,344.86**

**For claims warrants numbered 83823 through 83829 & dated 1/7/2025 (Incl. ACH)**

| VENDOR NAME       | ACCOUNT                  | ACCOUNT DESC                   | YEAR | PERIOD | TYPE | STATUS | AMOUNT     | CHECK NO | INVOICE# | FULL DESC                |
|-------------------|--------------------------|--------------------------------|------|--------|------|--------|------------|----------|----------|--------------------------|
| Dimartino         | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | INV  | Paid   | 409.50     | 83823    | 8412     | Life/AD&D- Fire          |
| IAFF - Political  | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | INV  | Paid   | 2.09       | 83824    | 8402     | IAFF PAC                 |
| IAFF Local 2878   | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | INV  | Paid   | 1,653.60   | 83825    | 8404     | Dues- Fire               |
| SNOQ POLICE ASSN  | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | INV  | Paid   | 900.00     | 83826    | 8410     | Dues- Police             |
| Teamsters         | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | INV  | Paid   | 2,428.00   | 83827    | 8403     | Dues- Teams              |
| WSCFF             | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | INV  | Paid   | 975.00     | 83828    | 8409     | MERP- Fire               |
| WSPMT             | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | INV  | Paid   | 638.00     | 83829    | 8415     | LTD- Police              |
| AWC Benefits      | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | DIR  | Paid   | 189,725.75 | 2025001  | 8401     | Health/Disab Benefits    |
| DSHS              | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | DIR  | Paid   | 664.50     | 2025002  | 8405     | Child Support            |
| Voya              | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | DIR  | Paid   | 225.00     | 2025003  | 8406     | DCP                      |
| ICMA - Mission Sq | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | DIR  | Paid   | 3,648.92   | 2025004  | 8407     | DCP                      |
| AFLAC             | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | DIR  | Paid   | 78.13      | 2025005  | 8408     | Add'l coverage- T. Shinn |
| DORS              | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | DIR  | Paid   | 110,306.89 | 2025006  | 8411     | DRS Pension/DCP          |
| NWFFT Trust       | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | DIR  | Paid   | 31,087.57  | 2025007  | 8413     | Health Benefits- Fire    |
| NAVIA AP          | 634.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | DIR  | Paid   | 416.66     | 2025008  | 8414     | FSA                      |
| EFTPS             | 631.00.000.23150.231500. | Undistributed Payroll Deductns | 2025 | 1      | DIR  | Paid   | 148,185.25 | 2025009  | 8416     | IRS Tax Deposit          |

**City of Snoqualmie**  
**Claims presented to the City to be paid in the amount of \$122,039.59**  
**For claims warrants numbered 83830 through 83894 & dated 1/23/2025**

| VENDOR NAME         | ACCOUNT                  | ACCOUNT DESC                      | YEAR | PERIOD | TYPE | STATUS | AMOUNT    | CHECK NO | INVOICE#            | FULL DESC  |
|---------------------|--------------------------|-----------------------------------|------|--------|------|--------|-----------|----------|---------------------|--|
| Activr 911          | 502-11-021-51888-531800  | Active Alert Subscription Renewal | 2025 | 1      | INV  | Paid   | 938.43    | 83830    | 603663              | Active Alert Subscription Renewal                |
| AM TEST             | 402.20.040.53585.541000. | Professional Svcs - General       | 2025 | 1      | INV  | Paid   | 2,285.00  | 83831    | A25A0203            | 3rd Party Lab                                    |
| AMZONCAP            | 001.09.014.52210.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 100.99    | 83832    | 16LK-TQMD-W4GT      | Self inking stamp, file boxes, scissors          |
| AMZONCAP            | 001.09.014.52220.531910. | Operating Supplies                | 2025 | 1      | INV  | Paid   | 129.90    | 83832    | 13NK-9Y36-3FPT      | Paper towels, trash bags                         |
| AMZONCAP            | 001.09.014.52220.531910. | Operating Supplies                | 2025 | 1      | INV  | Paid   | 62.71     | 83832    | 10D1-JQT9-NKLN      | Paper Towels                                     |
| AMZONCAP            | 001.12.028.57680.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 6.93      | 83832    | 1CVM-THD4-GRRQ      | Calendar   |
| AMZONCAP            | 001.12.028.57680.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 6.02      | 83832    | 1N7P-TL3Y-F194      | Calendar   |
| AMZONCAP            | 001.08.009.52122.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 32.75     | 83832    | 11NY-JLPM-GDVM      | 658 M. Black - desk calendar                     |
| AMZONCAP            | 001.08.009.52122.531820. | Info Tech Components              | 2025 | 1      | INV  | Paid   | 32.73     | 83832    | 1WGP-3F3F-GVWK      | SD/Micro SD card reader (3)                      |
| AMZONCAP            | 001.08.009.52122.531910. | Operating Supplies                | 2025 | 1      | INV  | Paid   | 46.41     | 83832    | 1HW3-6T1Q-6NJ9      | 688 W Schannauer-posse box clipboard/docu h      |
| AMZONCAP            | 001.08.009.52122.531910. | Operating Supplies                | 2025 | 1      | INV  | Paid   | 137.38    | 83832    | 1KY1-Y1T7-CY3C      | 50% SPLIT-Amazon-SanDisk 512GB memory car        |
| AMZONCAP            | 014.08.012.52122.531910. | Operating Supplies                | 2025 | 1      | INV  | Paid   | 46.41     | 83832    | 1HW3-6T1Q-6NJ9      | 688 W Schannauer-posse box clipboard/docu h      |
| AMZONCAP            | 014.08.012.52122.531910. | Operating Supplies                | 2025 | 1      | INV  | Paid   | 137.38    | 83832    | 1KY1-Y1T7-CY3C      | 50% SPLIT-Amazon-SanDisk 512GB memory car        |
| AMZONCAP            | 401.18.037.53481.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 6.93      | 83832    | 1CVM-THD4-GRRQ      | Calendar   |
| AMZONCAP            | 401.18.037.53481.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 6.02      | 83832    | 1N7P-TL3Y-F194      | Calendar   |
| AMZONCAP            | 402.20.045.53565.531300. | Repair & Maintenance Supplies     | 2025 | 1      | INV  | Paid   | 86.31     | 83832    | 13L6-RFFJ-XQQP      | AMP Guages BP pump station                       |
| AMZONCAP            | 402.20.040.53580.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 6.93      | 83832    | 1CVM-THD4-GRRQ      | Calendar   |
| AMZONCAP            | 402.20.040.53580.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 6.02      | 83832    | 1N7P-TL3Y-F194      | Calendar   |
| AMZONCAP            | 403.22.050.53130.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 6.94      | 83832    | 1CVM-THD4-GRRQ      | Calendar   |
| AMZONCAP            | 403.22.050.53130.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 6.01      | 83832    | 1N7P-TL3Y-F194      | Calendar   |
| AMZONCAP            | 403.22.030.53190.531050. | Uniforms & Protective Gear        | 2025 | 1      | INV  | Paid   | 324.35    | 83832    | 1XGD-361P-69KP      | Waders, reflective jacket, headlamp              |
| AMZONCAP            | 501.23.051.54868.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 16.70     | 83832    | 1RCV-GN9H-CY7X      | File Folders                                     |
| AMZONCAP            | 510.24.053.51820.548000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 16.70     | 83832    | 1RCV-GN9H-CY7X      | File Folders                                     |
| ASCAP               | 001.28.061.57320.541000. | Professional Svcs - General       | 2025 | 1      | INV  | Paid   | 500.00    | 83833    | 500656908 - 2025    | ASCAP Annual fee- for music licensing            |
| BUD CLARY CHEV-JEEP | 501.23.052.59448.564000. | Fleet Vehicles & Equipment        | 2025 | 1      | INV  | Paid   | 61,883.39 | 83834    | 352927              | Replacement unit 130 approved AB24-083 pris      |
| CALLAWAY            | 501.23.051.54868.548000. | Repair & Maintenance Services     | 2025 | 1      | INV  | Paid   | 54.60     | 83835    | 13935               | Vehicle & Equipment Windshield Repair/Replac     |
| CALLAWAY            | 501.23.051.54868.548000. | Repair & Maintenance Services     | 2025 | 1      | INV  | Paid   | 700.25    | 83835    | 13944               | Vehicle and Equipment Windshield Repair/Repl     |
| CALPORTL            | 401.18.037.53481.531300. | Repair & Maintenance Supplies     | 2025 | 1      | INV  | Paid   | 1,496.04  | 83836    | 96612459            | Gravel for the yard                              |
| Carepoint Clinic    | 001.13.125.56510.549430. | SV Alliance Church - CarePoint    | 2025 | 1      | INV  | Paid   | 5,000.00  | 83837    | 1st Half HS Fund 25 | Human Services Funding- First Half of 2025       |
| CARLSONC            | 510.24.053.51820.548000. | Repair & Maintenance Services     | 2025 | 1      | INV  | Paid   | 8,736.00  | 83838    | 33421               | soundproof project installation Mikes Office     |
| Chinook Lumber      | 403.22.030.53190.531300. | Repair & Maintenance Supplies     | 2025 | 1      | INV  | Paid   | 124.89    | 83839    | 2085296             | Concrete Screw Anchors for Tree Grate Replac     |
| City Wide           | 510.24.053.51850.548200. | Custodial & Cleaning Services     | 2025 | 1      | INV  | Paid   | 72.77     | 83840    | 72015000562         | Late fee Nov. invoice # STI015000148             |
| CO                  | 001.03.003.51810.531340. | Custodial & Cleaning Supplies     | 2025 | 1      | INV  | Paid   | 40.66     | 83841    | 2329353-0           | Janitorial supplies- whole office                |
| CO                  | 001.15.034.55850.531340. | Custodial & Cleaning Supplies     | 2025 | 1      | INV  | Paid   | 40.67     | 83841    | 2329353-0           | Janitorial supplies- whole office                |
| CO                  | 001.05.005.51420.531340. | Custodial & Cleaning Supplies     | 2025 | 1      | INV  | Paid   | 40.66     | 83841    | 2329353-0           | Janitorial supplies- whole office                |
| CO                  | 001.07.008.55720.531340. | Custodial & Cleaning Supplies     | 2025 | 1      | INV  | Paid   | 40.67     | 83841    | 2329353-0           | Janitorial supplies- whole office                |
| CO                  | 001.01.001.51310.531340. | Custodial & Cleaning Supplies     | 2025 | 1      | INV  | Paid   | 40.66     | 83841    | 2329353-0           | Janitorial supplies- whole office                |
| CO                  | 001.06.007.51423.531340. | Custodial & Cleaning Supplies     | 2025 | 1      | INV  | Paid   | 40.66     | 83841    | 2329353-0           | Janitorial supplies- whole office                |
| CO                  | 001.14.031.55860.531340. | Custodial & Cleaning Supplies     | 2025 | 1      | INV  | Paid   | 40.67     | 83841    | 2329353-0           | Janitorial supplies- whole office                |
| COLFP               | 001.08.009.52110.549200. | Dues-Subscriptions-Memberships    | 2025 | 1      | INV  | Paid   | 400.00    | 83842    | 2025-Snoqualmie     | 2025 annual dues                                 |
| COMP PD             | 001.08.009.52122.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 135.26    | 83843    | 2329162-0           | Magnifying glass (2), Copy paper (2)             |
| COMP PD             | 001.08.009.52122.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 58.75     | 83843    | 2329164-0           | Poly expanding files (5)                         |
| COMP PD             | 001.08.009.52122.531000. | Office Supplies                   | 2025 | 1      | INV  | Paid   | 118.46    | 83843    | 2329861-0           | AA lithium batteries                             |
| COMP PD             | 001.08.009.52122.531910. | Operating Supplies                | 2025 | 1      | INV  | Paid   | 286.58    | 83843    | 2328186-0           | AA lithium batteries                             |
| CRESSY              | 510.24.053.51820.548000. | Repair & Maintenance Services     | 2025 | 1      | INV  | Paid   | 390.58    | 83844    | 204545              | Garage door broken bolt repair- Fire Station     |
| CRESSY              | 510.24.053.51820.548000. | Repair & Maintenance Services     | 2025 | 1      | INV  | Paid   | 1,574.31  | 83844    | 204548              | Garage door and repair services- Fire Station    |
| CSOSV               | 001.13.125.56700.549400. | Encompass                         | 2025 | 1      | INV  | Paid   | 22,500.00 | 83845    | 1st Half HS Fund 25 | Human Services Funding- First Half of 2025       |
| CTV                 | 001.08.009.52150.531300. | Repair & Maintenance Supplies     | 2025 | 1      | INV  | Paid   | 45.38     | 83846    | B393820             | Spray Paint for Vehicle Wheels for Touch Up      |
| CTV                 | 014.08.012.52122.531910. | Operating Supplies                | 2025 | 1      | INV  | Paid   | 46.95     | 83846    | B393578             | Tarp for Vehicle Involved in Assault 2 Case      |
| ERWOWA              | 401.18.019.53410.549200. | Dues-Subscriptions-Memberships    | 2025 | 1      | INV  | Paid   | 1,025.00  | 83847    | 3958                | 2025 membership dues                             |
| Evergreen Ford      | 501.23.051.54868.531301. | Repair Parts                      | 2025 | 1      | INV  | Paid   | 8.93      | 83848    | 5211777             | Ford f -series fuel cap replacements stock       |
| Evergreen Ford      | 501.23.051.54868.531301. | Repair Parts                      | 2025 | 1      | INV  | Paid   | 240.40    | 83848    | 5211875             | Battery Replacement #2 fusion                    |
| FORTERRA            | 403.22.030.53190.541000. | Professional Svcs - General       | 2025 | 1      | INV  | Paid   | 72.28     | 83849    | GC1796-2025         | CEDAR restoration tracking system fee            |
| FOY                 | 001.13.125.56700.549410. | Friends of Youth                  | 2025 | 1      | INV  | Paid   | 15,000.00 | 83850    | 1st Half HS Fund 25 | Human Services Funding- First Half of 2025       |
| GRTFLOOR            | 510.24.053.51820.531300. | Repair & Maintenance Supplies     | 2025 | 1      | INV  | Paid   | 385.94    | 83851    | 262100-202          | Base moulding material for office space city hal |
| HD Fowler           | 401.18.037.53481.531300. | Repair & Maintenance Supplies     | 2025 | 1      | INV  | Paid   | 426.29    | 83852    | 16908448            | Trenching shovels and pipe wrench                |
| HD Fowler           | 401.19.039.53935.531300. | Repair & Maintenance Supplies     | 2025 | 1      | INV  | Paid   | 20,650.42 | 83852    | 16908443            | Maxicom upgrade equipment                        |

|                      |                          |                                |      |   |     |      |            |                           |   |
|----------------------|--------------------------|--------------------------------|------|---|-----|------|------------|---------------------------|---|
| HD Fowler            | 401.19.039.53935.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 1,388.52   | 83852 16908807            | Irrigation filter maintenance                     |
| Holmes Weddle        | 001.04.004.51541.541100. | Outside Legal Services - Gen   | 2025 | 1 | INV | Paid | 468.00     | 83853 847517              | Randall BIIA Matters                              |
| IMC                  | 001.13.117.51250.541115. | Municipal Court Services-Costs | 2025 | 1 | INV | Paid | 8,446.97   | 83854 SQL Dec. 2024       | Snoqualmie court filings - December 2024          |
| K&L Gates            | 001.04.004.51541.541100. | Outside Legal Services - Gen   | 2025 | 1 | INV | Paid | 2,716.70   | 83855 100119089           | Legal Advice Snoqualmie Tribe Agreements          |
| KC 710               | 417.13.416.59435.563000. | 384th St - Const               | 2025 | 1 | INV | Paid | 352.00     | 83856 35007605            | For Kicking County ROW permit ROWA24-0931- D      |
| KCMCA                | 001.05.005.51420.549200. | Dues-Subscriptions-Memberships | 2025 | 1 | INV | Paid | 60.00      | 83857 KCMCA 2025 Dues     | KC Municipal Clerk's Association Dues 2025        |
| Kevin Snyder         | 501.23.019.54861.523300. | Reimb - Dues, Licenses & Cert  | 2025 | 1 | INV | Paid | 140.00     | 83858 RE K Snyder 1/25    | Reimb. K. Snyder DOT exam fee/mileage 1/25        |
| Kevin Snyder         | 501.23.019.54861.543000. | Training & Travel              | 2025 | 1 | INV | Paid | 27.30      | 83858 RE K Snyder 1/25    | Reimb. K. Snyder DOT exam fee/mileage 1/25        |
| KI 2                 | 001.09.014.52220.531050. | Uniforms                       | 2025 | 1 | INV | Paid | 1,337.26   | 83859 15561               | Full uniform for new FF S. Loehndorf              |
| KI 2                 | 001.09.014.52220.531050. | Uniforms                       | 2025 | 1 | INV | Paid | 1,087.36   | 83859 15956               | Full uniform for new FF M. Duddles                |
| Kidvantage           | 001.13.125.56510.549420. | KidVantage                     | 2025 | 1 | INV | Paid | 1,770.00   | 83860 1st Half HS Fund 25 | Human Services Funding- First Half of 2025        |
| KONE                 | 510.24.053.51820.548000. | Repair & Maintenance Services  | 2025 | 1 | INV | Paid | 1,851.69   | 83861 871563736           | City Hall elevator maint/repair, annual L&I Ins   |
| LAI                  | 001.09.014.52220.531912. | EMS Supplies & Equipment       | 2025 | 1 | INV | Paid | 394.23     | 83862 1542638             | Mega Mover, Test Strips, Control Solutions        |
| LNC5                 | 001.09.014.52220.531051. | Personal Protective Equipment  | 2025 | 1 | INV | Paid | 1,097.31   | 83863 INV903794           | Boots, gloves, BriAire hood/bib - S. Loehndorf    |
| LOUDEDGE             | 001.08.009.52110.541000. | Professional Svcs - General    | 2025 | 1 | INV | Paid | 100.00     | 83864 COS-010125-A        | Headshots, S. Tye, J. Yang                        |
| LOUDEDGE             | 014.08.012.52110.541000. | Professional Svcs - General    | 2025 | 1 | INV | Paid | 100.00     | 83864 COS-010125-A        | Headshots, S. Tye, J. Yang                        |
| MAMMAS               | 001.13.125.56540.549400. | Mamma's Hands                  | 2025 | 1 | INV | Paid | 7,500.00   | 83865 1st Half HS Fund 25 | Human Services Funding- First Half of 2025        |
| MATZKEN              | 001.08.009.52110.541000. | Professional Svcs - General    | 2025 | 1 | INV | Paid | 250.00     | 83866 11325               | Polygraph examination- Daniel Buergl              |
| Minuteman Press      | 001.06.007.51423.549300. | Printing                       | 2025 | 1 | INV | Paid | 3,331.76   | 83867 94266               | 4th Quarter B&O Tax mailing forms/envelopes       |
| Minuteman Press      | 001.18.037.53481.531000. | Office Supplies                | 2025 | 1 | INV | Paid | 233.33     | 83867 94274               | Dec 2024 Utility Billing Printing/Folding Envelop |
| Minuteman Press      | 401.18.037.53481.549300. | Printing                       | 2025 | 1 | INV | Paid | 274.02     | 83867 94274               | Dec 2024 Utility Billing Printing/Folding Envelop |
| Minuteman Press      | 402.20.040.53580.531000. | Office Supplies                | 2025 | 1 | INV | Paid | 233.33     | 83867 94274               | Dec 2024 Utility Billing Printing/Folding Envelop |
| Minuteman Press      | 402.20.040.53580.549300. | Printing                       | 2025 | 1 | INV | Paid | 274.02     | 83867 94274               | Dec 2024 Utility Billing Printing/Folding Envelop |
| Minuteman Press      | 403.22.050.53130.531000. | Office Supplies                | 2025 | 1 | INV | Paid | 233.33     | 83867 94274               | Dec 2024 Utility Billing Printing/Folding Envelop |
| Minuteman Press      | 403.22.050.53130.549300. | Printing                       | 2025 | 1 | INV | Paid | 274.02     | 83867 94274               | Dec 2024 Utility Billing Printing/Folding Envelop |
| MONROECC             | 403.22.050.53145.548000. | Repair & Maintenance Services  | 2025 | 1 | INV | Paid | 947.27     | 83868 MCC2501.0011        | Storm pond veg maint, wood chipping, fence re     |
| MTSI SEN             | 001.13.125.56900.549400. | Mt. Si Senior Center           | 2025 | 1 | INV | Paid | 22,500.00  | 83869 1st Half HS Fund 25 | Human Services Funding- First Half of 2025        |
| NB AUTOG             | 001.09.014.52220.531910. | Operating Supplies             | 2025 | 1 | INV | Paid | 30.66      | 83870 054502              | Wash and was, D Earth bug killer                  |
| NB CHEVY             | 501.23.051.54868.531301. | Repair Parts                   | 2025 | 1 | INV | Paid | 190.11     | 83871 14409               | Replacement rubber 5'bed mat #504                 |
| NB CHEVY             | 501.23.051.54868.531400. | Tires                          | 2025 | 1 | INV | Paid | 2,899.23   | 83871 14391               | Replacement tires pw pickups                      |
| NB CHEVY             | 501.23.051.54868.531400. | Tires                          | 2025 | 1 | INV | Paid | 1,067.92   | 83871 14392               | Replacement tires #101 pd pickup                  |
| NW Scale Systems     | 001.08.009.52110.541000. | Professional Svcs - General    | 2025 | 1 | INV | Paid | 414.50     | 83872 650673              | Evidence room scale calibration                   |
| PB 179               | 001.13.000.51890.542300. | Postage & Freight              | 2025 | 1 | INV | Paid | 36.81      | 83873 3320221071          | PB postage machine lease- 11/28/24-2/27/25        |
| PB 179               | 001.13.000.59118.577001. | P-B Postage Machine Lease      | 2025 | 1 | INV | Paid | 535.92     | 83873 3320221071          | PB postage machine lease- 11/28/24-2/27/25        |
| PBBIPP               | 001.13.000.51890.542300. | Postage & Freight              | 2025 | 1 | INV | Paid | 99.84      | 83874 PP 1/25             | Purchase Power credit line                        |
| PSE                  | 001.09.014.52220.547100. | Electricity                    | 2025 | 1 | INV | Paid | 2,512.11   | 83875 257959 1/25         | Electricity                                       |
| Puget Sound Emergenc | 001.09.014.52250.542100. | Radio Communication Services   | 2025 | 1 | INV | Paid | 3,322.80   | 83876 1074                | Quarter 1 Usage PSERN                             |
| Puget Sound Emergenc | 001.08.009.52150.542100. | Cellular Telephone             | 2025 | 1 | INV | Paid | 5,759.52   | 83876 1075                | Police public safety radios - 1st Quarter 2025    |
| Pye Barker           | 001.18.037.53481.548000. | Repair & Maintenance Services  | 2025 | 1 | INV | Paid | 120.01     | 83877 IV00381229          | Quarterly fire alarm monitoring Jan 25-March 2    |
| Pye Barker           | 402.20.040.53580.548000. | Repair & Maintenance Services  | 2025 | 1 | INV | Paid | 120.01     | 83877 IV00381214          | Building Fire Alarm Panel Monitoring              |
| Pye Barker           | 510.24.053.51820.548000. | Repair & Maintenance Services  | 2025 | 1 | INV | Paid | 255.29     | 83877 IV00381171          | Fire and Burg. Alarm monitoring & Service Q12     |
| Pye Barker           | 510.24.053.51820.548000. | Repair & Maintenance Services  | 2025 | 1 | INV | Paid | 309.84     | 83877 IV00381172          | Fire and Burg. Alarm monitoring & Service Q12     |
| Pye Barker           | 510.24.053.51820.548000. | Repair & Maintenance Services  | 2025 | 1 | INV | Paid | 291.30     | 83877 IV00381173          | Fire and Burg. Alarm monitoring & Service Q1_     |
| Pye Barker           | 510.24.053.51820.548000. | Repair & Maintenance Services  | 2025 | 1 | INV | Paid | 255.29     | 83877 IV00381228          | Fire and Burg. Alarm monitoring & Service Q1_     |
| Ready Rebound        | 001.09.014.52220.541001. | Injury Recovery Services       | 2025 | 1 | INV | Paid | 3,435.00   | 83878 3032                | Recover Annual Service Agreement                  |
| ROBERT HALF          | 001.06.007.51423.541190. | Temporary Agency Personnel     | 2025 | 1 | INV | Paid | 2,688.00   | 83879 64518678            | S.Wong-Payroll Specialist Support_RetroPay &      |
| ROBERT HALF          | 001.06.007.51423.541190. | Temporary Agency Personnel     | 2025 | 1 | INV | Paid | 3,024.00   | 83879 64539605            | S. Wong- Payroll specialist support- retro & oth  |
| SHERWILL             | 510.24.053.51820.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 155.26     | 83880 43409122470125      | Paint, Stain, and Painting Supplies               |
| SIVIEWC              | 001.13.125.57120.549400. | Si View Community Foundation   | 2025 | 1 | INV | Paid | 1,250.00   | 83881 1st Half HS Fund 25 | Human Services Funding- First Half of 2025        |
| SMARTSHE             | 502.11.021.51888.548860. | Hardware-Software Maintenance  | 2025 | 1 | INV | Paid | 981.90     | 83882 INV2142646          | Smartsheet annual software renewal                |
| STVDP                | 001.13.125.56510.549450. | Society of St. Vincent de Paul | 2025 | 1 | INV | Paid | 5,000.00   | 83883 1st Half HS Fund 25 | Human Services Funding- First Half of 2025        |
| SV FOOD BANK         | 001.13.125.56510.549400. | Snoqualmie Valley Food Bank    | 2025 | 1 | INV | Paid | 27,500.00  | 83884 1st Half HS Fund 25 | Human Services Funding- First Half of 2025        |
| SVCN                 | 001.13.125.56700.549420. | Empower Youth Network          | 2025 | 1 | INV | Paid | 23,562.00  | 83885 1st Half HS Fund 25 | Human Services Funding- First Half of 2025        |
| SVSS                 | 001.13.125.56540.549410. | Snoqualmie Valley Shelter      | 2025 | 1 | INV | Paid | 15,000.00  | 83886 1st Half HS Fund 25 | Human Services Funding- First Half of 2025        |
| TJE                  | 403.22.030.53190.548156. | Emergency Tree Removal         | 2025 | 1 | INV | Paid | 3,276.00   | 83887 04883-1             | Hazard tree removal                               |
| Todd Shinn           | 401.18.037.53481.523300. | Reimb - Dues, Licenses & Cert  | 2025 | 1 | INV | Paid | 140.00     | 83888 RE T Shinn 1/25     | Reimb. T.Shinn CDL Cert 1/8/25                    |
| TTYOUTH              | 001.13.125.56700.549450. | The Trail Youth                | 2025 | 1 | INV | Paid | 11,624.00  | 83889 1st Half HS Fund 25 | Human Services Funding- First Half of 2025        |
| ULI                  | 001.08.009.52122.522400. | LEOFF I Retiree Med & Premiums | 2025 | 1 | INV | Paid | 85.50      | 83890 25-Jan              | Group insurance premium                           |
| WASPC                | 001.08.009.52110.549200. | Dues-Subscriptions-Memberships | 2025 | 1 | INV | Paid | 245.00     | 83891 DUES 2025-00294     | Associate Dues - #606 B. Lynch                    |
| WCIA                 | 001.05.006.51890.546000. | Liability Insurance Premiums   | 2025 | 1 | INV | Paid | 481,527.00 | 83892 200459              | 2025 Assessment - Equip Auto Fidelity Liab Prop   |
| WCIA                 | 001.05.006.51890.546500. | Prop Cov Insurance Premiums    | 2025 | 1 | INV | Paid | 417,809.00 | 83892 200459              | 2025 Assessment - Equip Auto Fidelity Liab Prop   |

Item 5.

|       |                          |                                |      |   |     |      |        |                |   |
|-------|--------------------------|--------------------------------|------|---|-----|------|--------|----------------|---|
| WCIA  | 001.05.006.51890.546800. | Fidelity-Notary Bond Premiums  | 2025 | 1 | INV | Paid | 366.00 | 83892 200459   | 2025 Assessment - Equip Auto Fidelity Liab Prop |
| WLACE | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 101.81 | 83893 15313970 | Trash can/ladder                                |
| WLACE | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 262.61 | 83893 15313995 | Restroom painting supplies                      |
| WLACE | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 21.80  | 83893 15314025 | Concrete for post                               |
| WLACE | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 33.78  | 83893 15314028 | Restroom cleaning supplies                      |
| WLACE | 001.12.028.57680.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 326.21 | 83893 15314033 | Drill for parks                                 |
| WLACE | 001.08.009.52150.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 43.53  | 83893 15314008 | Bostick & Spears Snow & Ice Traction Shoe Slee  |
| WLACE | 014.08.012.52150.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 61.08  | 83893 15314008 | Bostick & Spears Snow & Ice Traction Shoe Slee  |
| WLACE | 401.18.037.53481.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 237.92 | 83893 15313967 | tool set, tape measures                         |
| WLACE | 401.18.037.53481.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 71.91  | 83893 15313980 | Cleaning supplies                               |
| WLACE | 401.18.037.53481.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 57.79  | 83893 15313986 | Cleaning supplies                               |
| WLACE | 401.18.037.53481.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 40.54  | 83893 15314023 | Spray bottle, label maker refill tape           |
| WLACE | 401.18.037.53481.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 87.24  | 83893 15314059 | Sawsall blades                                  |
| WLACE | 401.18.037.53481.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 311.49 | 83893 15314077 | 1040 ps cleaning and painting supplies          |
| WLACE | 401.19.039.53935.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 77.11  | 83893 15314117 | Nuts, bolts, and fasteners                      |
| WLACE | 403.22.050.53130.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 35.93  | 83893 15314100 | Fasteners and bits for stormwater fence repair  |
| WLACE | 510.24.053.51820.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 144.92 | 83893 15313968 | Paint supplies for mikes office project         |
| WLACE | 510.24.053.51820.531300. | Repair & Maintenance Supplies  | 2025 | 1 | INV | Paid | 31.61  | 83893 15313983 | paint supplies soundproofing project admin off  |
| WSFFA | 001.09.014.52210.549200. | Dues-Subscriptions-Memberships | 2025 | 1 | INV | Paid | 150.00 | 83894 10708    | Department Due Renewal 2025                     |



# Accounts Payable

## Blanket Voucher Approval Document



User: THolden  
Printed: 01/30/2025 - 8:42AM  
Warrant Request Date: 1/16/2025  
DAC Fund:

Batch: 00001.01.2025 - UB Refunds Jan

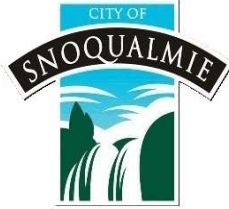
City of Snoqualmie  
Claims presented to the City to be paid in the amount of \$ 1,072.80  
for claims warrants numbered 62799 through 62803 & dated 1/16/2025.

| Line | Claimant            | Voucher No. | Amount                  |
|------|---------------------|-------------|-------------------------|
| 1    | Goodwin,Maurice     | 000062799   | 179.40                  |
| 2    | Howard,Nicole       | 000062800   | 381.88                  |
| 3    | Jasper,James        | 000062801   | 34.05                   |
| 4    | Shapiro,Jimmy       | 000062802   | 169.04                  |
| 5    | Smith,David & Julie | 000062803   | 308.43                  |
|      |                     |             | Page Total: \$1,072.80  |
|      |                     |             | Grand Total: \$1,072.80 |

# Accounts Payable

## Check Detail

User: THolden  
Printed: 01/30/2025 - 9:39AM



|                     |                   |  |               |
|---------------------|-------------------|--|---------------|
| <b>Check Number</b> | <b>Check Date</b> |  | <b>Amount</b> |
|---------------------|-------------------|--|---------------|

**UB\*03273 - Goodwin, Maurice Line Item Account**

|              |                       |                              |                                 |
|--------------|-----------------------|------------------------------|---------------------------------|
| 62799        | 01/16/2025            |                              |                                 |
|              | Inv                   |                              |                                 |
|              | <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u>        |
|              | 01/15/2025            | Refund Check                 | 401-00-000-213-10-00-000 179.40 |
|              | Inv Total             |                              | 179.40                          |
| 62799 Total: |                       |                              | 179.40                          |

**UB\*03273 - Goodwin, Maurice Total:**

179.40

**UB\*03274 - Howard, Nicole Line Item Account**

|              |                       |                              |                                 |
|--------------|-----------------------|------------------------------|---------------------------------|
| 62800        | 01/16/2025            |                              |                                 |
|              | Inv                   |                              |                                 |
|              | <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u>        |
|              | 01/15/2025            | Refund Check                 | 401-00-000-213-10-00-000 381.88 |
|              | Inv Total             |                              | 381.88                          |
| 62800 Total: |                       |                              | 381.88                          |

**UB\*03274 - Howard, Nicole Total:**

381.88

**UB\*03275 - Jasper, James Line Item Account**

|              |                       |                              |                                |
|--------------|-----------------------|------------------------------|--------------------------------|
| 62801        | 01/16/2025            |                              |                                |
|              | Inv                   |                              |                                |
|              | <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u>       |
|              | 01/15/2025            | Refund Check                 | 401-00-000-213-10-00-000 34.05 |
|              | Inv Total             |                              | 34.05                          |
| 62801 Total: |                       |                              | 34.05                          |

**UB\*03275 - Jasper, James Total:**

34.05

**UB\*03277 - Shapiro, Jimmy Line Item Account**

|       |            |  |  |
|-------|------------|--|--|
| 62802 | 01/16/2025 |  |  |
|-------|------------|--|--|

|  |                              |                          |          |
|--|------------------------------|--------------------------|----------|
| Inv  |                              |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 01/15/2025   | Refund Check                 | 401-00-000-213-10-00-000 | 169.04   |
| Inv Total  |                              |                          | 169.04   |
| 62802 Total:   |                              |                          | 169.04   |
| <b>UB*03277 - Shapiro, Jimmy Total:</b>                      |                              |                          | 169.04   |
| <b>UB*03276 - Smith, David &amp; Julie Line Item Account</b> |                              |                          |          |
| 62803  | 01/16/2025                   |                          |          |
| Inv  |                              |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 01/15/2025   | Refund Check                 | 401-00-000-213-10-00-000 | 308.43   |
| Inv Total  |                              |                          | 308.43   |
| 62803 Total:   |                              |                          | 308.43   |
| <b>UB*03276 - Smith, David &amp; Julie Total:</b>            |                              |                          | 308.43   |
| Total:   |                              |                          | 1,072.80 |

ADVICE REGISTER - SEMI MONTH

WARRANT: 250107 From: 12/16/2024 To: 12/31/2024

| NAME                 | CHK #    | NET PAY  |
|----------------------|----------|----------|
| AHMED, HIND          | 00000001 | 4,277.13 |
| ARTECHE, EMILY       | 00000002 | 4,837.20 |
| BAILEY, MICHAEL      | 00000003 | 5,648.38 |
| BARNET, RYAN         | 00000004 | 3,781.77 |
| BARRETT, TIMOTHY     | 00000005 | 3,426.11 |
| BATTLES, JASON       | 00000006 | 4,102.86 |
| BEACH, LYLE          | 00000007 | 5,968.94 |
| BENNETT, PHILIP      | 00000008 | 5,238.37 |
| BENSON, ETHAN        | 00000009 | 434.05   |
| BETTS, JIMMIE L      | 00000010 | 3,258.06 |
| BLACK, MELINDA       | 00000011 | 3,267.03 |
| BOSTICK, MAX         | 00000012 | 4,186.16 |
| BOUTA, ANDREW        | 00000013 | 4,696.78 |
| BROWN, CHRIS E       | 00000014 | 4,315.71 |
| BRUMFIELD, SAMANTHA  | 00000015 | 2,259.15 |
| BUELNA, REBECCA      | 00000016 | 2,884.13 |
| BURKE, DENA          | 00000017 | 4,606.81 |
| BYRD, TYLER D        | 00000018 | 3,228.71 |
| CHAMBLESS, MICHAEL   | 00000019 | 6,053.60 |
| CHRISTENSEN, CARA    | 00000020 | 436.82   |
| COOPER, JOHN         | 00000021 | 3,745.97 |
| COTTON, CATHERINE    | 00000022 | 434.05   |
| DALZIEL, RYAN A      | 00000023 | 3,306.70 |
| DAVIS, RAMONA        | 00000024 | 4,150.79 |
| DEAN, DEANA L        | 00000025 | 4,030.55 |
| DEWAR, MILES Z       | 00000026 | 2,226.62 |
| ECKER, BRENDON J     | 00000027 | 2,656.43 |
| FLORIDA, HEATHER K   | 00000028 | 2,645.59 |
| FOUTS, JACOB T       | 00000029 | 5,338.89 |
| FRY, PATRICK         | 00000030 | 4,507.80 |
| GAMBLE, DYLAN A      | 00000031 | 2,846.11 |
| GARRETT, GRETCHEN G  | 00000032 | 2,610.65 |
| GEORGE, JASON A      | 00000033 | 5,399.13 |
| GUTWEIN, AUSTIN D    | 00000034 | 5,202.63 |
| HALBERT, KEVIN F     | 00000035 | 3,253.44 |
| HALL, JAEDON E       | 00000036 | 2,754.69 |
| HAMLIN, JEFFREY T    | 00000037 | 3,269.16 |
| HARRIS, DONALD I     | 00000038 | 5,639.54 |
| HAWK, DALTON J       | 00000039 | 2,634.74 |
| HEBEL, RICHARD       | 00000040 | 2,551.20 |
| HEDGER, MATTHEW      | 00000041 | 5,183.78 |
| HENDERSON, KYLA A    | 00000042 | 3,174.82 |
| HENDRICKS, CORY D    | 00000043 | 2,619.56 |
| HILTON, AUSTIN       | 00000044 | 4,031.28 |
| HOLDEN, TANIA L      | 00000045 | 3,254.42 |
| HOLLOWAY, BRYAN      | 00000046 | 482.34   |
| HOLMES, CHASE W      | 00000047 | 2,754.32 |
| HOLMES, THOMAS E     | 00000048 | 4,656.53 |
| HOREJSI, GARY W      | 00000049 | 3,864.62 |
| HOYLA, KOBE R        | 00000050 | 3,808.43 |
| HUGHES, JENNIFER L   | 00000051 | 3,626.27 |
| IVERSON, CHRISTINE L | 00000052 | 3,013.30 |
| JEFFERY, AMY         | 00000053 | 2,384.44 |

ADVICE REGISTER - SEMI MONTH

WARRANT: 250107 From: 12/16/2024 To: 12/31/2024

| NAME                 | CHK #    | NET PAY  |
|----------------------|----------|----------|
| JOHNSON, JOLYON M    | 00000054 | 434.05   |
| JOHNSON, KIMBERLY G  | 00000055 | 3,794.41 |
| JONGEKRYG, ANDREW P  | 00000056 | 2,642.80 |
| KIM, EUN JUNG        | 00000057 | 2,776.54 |
| KNOWLES, KENNETH     | 00000058 | 3,211.84 |
| LACROIX, LAFLECHE    | 00000059 | 4,250.17 |
| LASSWELL, ROBERT     | 00000060 | 3,740.72 |
| LATHAM, ANDREW F     | 00000061 | 3,006.81 |
| LATHROP, NICHOLAS S  | 00000062 | 5,049.41 |
| LEMOINE, BLAKE S     | 00000063 | 2,436.52 |
| LIEBETRAU, MICHAEL K | 00000064 | 2,760.01 |
| LOSVAR, DYLAN        | 00000065 | 2,754.69 |
| LYNCH, BRIAN W       | 00000066 | 4,695.10 |
| MACVICAR, NEIL S     | 00000067 | 2,910.71 |
| MAINSTONE, BRIAN R   | 00000068 | 3,352.85 |
| MANDERY, PAMELA D    | 00000069 | 544.05   |
| MARKWARDT, KYLE C    | 00000070 | 3,070.71 |
| MCCALL, DANNA M      | 00000071 | 3,493.76 |
| MEADOWS, JOSEPH R    | 00000072 | 4,316.98 |
| MILLER, CRAIG        | 00000073 | 5,316.26 |
| MILLER, MATTHEW L    | 00000074 | 4,358.24 |
| MOATE, DANIEL W      | 00000075 | 4,663.42 |
| NATKHA, WILLIAM S    | 00000076 | 3,059.08 |
| NEAL, RYAN T         | 00000077 | 3,156.54 |
| O'DONNELL, PETER A   | 00000078 | 5,592.09 |
| O'NEIL, KERRY K      | 00000079 | 2,753.96 |
| OROZCO, JORGE        | 00000080 | 2,955.36 |
| OWENS, JACK T        | 00000081 | 3,019.71 |
| PARKER, BENJAMIN T   | 00000082 | 4,056.34 |
| PETER, MICHAEL H     | 00000083 | 4,075.87 |
| PHAM, THAI Q         | 00000084 | 2,092.25 |
| QUADE, JOAN E        | 00000085 | 2,625.41 |
| RAMOS, DAMIAN        | 00000086 | 3,454.77 |
| RASMUSSEN, ERIK R    | 00000087 | 3,012.93 |
| RELLAMAS, JESSICA L  | 00000088 | 1,691.36 |
| REN, JUSTIN K        | 00000089 | 3,211.31 |
| ROSS, KATHERINE G    | 00000090 | 1,921.79 |
| SCHANNAUER, WYATT    | 00000091 | 2,754.32 |
| SCHULGEN, NICHOLAS R | 00000092 | 4,284.27 |
| SCHUMANN, ZACHARY J  | 00000093 | 3,237.99 |
| SHINN, TODD          | 00000094 | 4,164.57 |
| SMITH, CHASE A       | 00000095 | 5,243.78 |
| SNYDER, KEVIN S      | 00000096 | 4,603.58 |
| SPEARS, JOSEPH E     | 00000097 | 3,974.60 |
| STEWART, JAKE R      | 00000098 | 2,213.94 |
| TOZIER, THERESA M    | 00000099 | 4,282.33 |
| TREPTOW, ILYSE       | 00000100 | 3,016.82 |
| TYE, SHERRI          | 00000101 | 2,723.60 |
| VINING, ANDREW E     | 00000102 | 3,986.85 |
| VLADIS, DMITRIY      | 00000103 | 4,084.38 |
| WALKER, JANNA L      | 00000104 | 4,753.95 |
| WASHINGTON, LOUIS R  | 00000105 | 334.05   |
| WEISS, JASON A       | 00000106 | 6,819.89 |

ADVICE REGISTER - SEMI MONTH

WARRANT: 250107 From: 12/16/2024 To: 12/31/2024

| NAME                  | CHK #     | NET PAY    |
|-----------------------|-----------|------------|
| WERRE, CHRISTOPHER T  | 000000107 | 4,286.12   |
| WEST, MATTHEW A       | 000000108 | 4,922.05   |
| WESTMAN, JESSE        | 000000109 | 2,862.68   |
| WIEBE, NICOLE H       | 000000110 | 2,620.69   |
| WILSON, CHRISTOPHER A | 000000111 | 1,830.42   |
| WOLFE, ALBERT R       | 000000112 | 8,630.96   |
| WOTTON, ROBERT        | 000000113 | 284.05     |
| YANG, DONG            | 000000114 | 2,554.11   |
| Total Deposits: 114   |           | 397,695.38 |

\*\* END OF REPORT - Generated by Ilyse Treptow \*\*

ADVICE REGISTER - MISC

WARRANT: 250116 From: 12/16/2024 To: 12/31/2024

| NAME                  | CHK #     | NET PAY  |
|-----------------------|-----------|----------|
| ANGRISANO, ROBERT     | 000000115 | 848.15   |
| ANTHONY, KATHLEEN     | 000000116 | 478.34   |
| BADESHA, BIR DAVINDER | 000000117 | 61.82    |
| BEINNER, MARY         | 000000118 | 478.34   |
| CURLEE, JESSE         | 000000119 | 523.89   |
| DAVIDS, ALIZA         | 000000120 | 514.78   |
| DEMETRESCU, JOSHUA    | 000000121 | 450.50   |
| FAVRO, KRISTEN        | 000000122 | 979.45   |
| MEEHAN, ANNA          | 000000123 | 642.34   |
| OUZTS, SHANNON        | 000000124 | 247.30   |
| SIRSKI, WILLIAM G     | 000000125 | 324.41   |
| WALKER, THOMAS F      | 000000126 | 271.05   |
| WOOD, TAMI            | 000000127 | 3,948.63 |
| Total Deposits: 13    |           | 9,769.00 |

\*\* END OF REPORT - Generated by Ilyse Treptow \*\*

ADVICE REGISTER - SEMI MONTH

WARRANT: 250122 From: 01/01/2025 To: 01/15/2025

| NAME                | CHK #     | NET PAY  |
|---------------------|-----------|----------|
| AHMED, HIND         | 000000128 | 2,433.86 |
| ARTECHE, EMILY      | 000000129 | 4,990.69 |
| BAILEY, MICHAEL     | 000000130 | 5,820.60 |
| BARNET, RYAN        | 000000131 | 3,531.59 |
| BARRETT, TIMOTHY    | 000000132 | 3,571.25 |
| BATTLES, JASON      | 000000133 | 4,857.77 |
| BEACH, LYLE         | 000000134 | 4,260.46 |
| BENNETT, PHILIP     | 000000135 | 4,912.83 |
| BENSON, ETHAN       | 000000136 | 494.88   |
| BETTS, JIMMIE L     | 000000137 | 3,101.84 |
| BLACK, MELINDA      | 000000138 | 3,072.36 |
| BOSTICK, MAX        | 000000139 | 4,405.35 |
| BOUTA, ANDREW       | 000000140 | 4,889.52 |
| BROWN, CHRIS E      | 000000141 | 4,587.09 |
| BRUMFIELD, SAMANTHA | 000000142 | 2,941.36 |
| BUELNA, REBECCA     | 000000143 | 2,739.82 |
| BURKE, DENA         | 000000144 | 5,348.42 |
| BUTLER, STEPHANIE   | 000000145 | 3,238.51 |
| BYRD, TYLER D       | 000000146 | 3,209.23 |
| CHAMBLESS, MICHAEL  | 000000147 | 6,269.97 |
| CHRISTENSEN, CARA   | 000000148 | 498.03   |
| COOPER, JOHN        | 000000149 | 3,870.76 |
| COTTON, CATHERINE   | 000000150 | 494.88   |
| DALZIEL, RYAN A     | 000000151 | 3,160.09 |
| DAVIS, RAMONA       | 000000152 | 3,592.77 |
| DEAN, DEANA L       | 000000153 | 4,177.85 |
| DEWAR, MILES Z      | 000000154 | 2,128.03 |
| DUDDLES, MARTHA J   | 000000155 | 3,156.27 |
| ECKER, BRENDON J    | 000000156 | 2,511.97 |
| FLORIDA, HEATHER K  | 000000157 | 2,737.45 |
| FOUTS, JACOB T      | 000000158 | 7,737.28 |
| FRY, PATRICK        | 000000159 | 4,251.56 |
| GAMBLE, DYLAN A     | 000000160 | 3,053.64 |
| GARRETT, GRETCHEN G | 000000161 | 2,704.95 |
| GEORGE, JASON A     | 000000162 | 4,658.43 |
| GUTWEIN, AUSTIN D   | 000000163 | 4,836.87 |
| HALBERT, KEVIN F    | 000000164 | 3,088.40 |
| HALL, JAEDON E      | 000000165 | 2,611.50 |
| HAMLIN, JEFFREY T   | 000000166 | 3,382.55 |
| HARRIS, DONALD I    | 000000167 | 4,420.80 |
| HAWK, DALTON J      | 000000168 | 2,510.54 |
| HEATH, GREGORY Q    | 000000169 | 4,008.93 |
| HEBEL, RICHARD      | 000000170 | 2,410.65 |
| HEDGER, MATTHEW     | 000000171 | 4,279.29 |
| HENDERSON, KYLA A   | 000000172 | 3,022.88 |
| HENDRICKS, CORY D   | 000000173 | 3,131.37 |
| HILTON, AUSTIN      | 000000174 | 2,703.64 |
| HOLDEN, TANIA L     | 000000175 | 3,363.87 |
| HOLLOWAY, BRYAN     | 000000176 | 544.99   |
| HOLMES, CHASE W     | 000000177 | 2,356.76 |
| HOLMES, THOMAS E    | 000000178 | 6,772.65 |
| HOREJSI, GARY W     | 000000179 | 3,976.07 |
| HOYLA, KOBE R       | 000000180 | 3,090.23 |



ADVICE REGISTER - SEMI MONTH

WARRANT: 250122 From: 01/01/2025 To: 01/15/2025

| NAME                 | CHK #     | NET PAY  |
|----------------------|-----------|----------|
| HUGHES, JENNIFER L   | 000000181 | 3,744.75 |
| IVERSON, CHRISTINE L | 000000182 | 2,513.40 |
| JEFFERY, AMY         | 000000183 | 2,276.86 |
| JOHNSON, JOLYON M    | 000000184 | 494.88   |
| JOHNSON, KIMBERLY G  | 000000185 | 3,925.05 |
| JONGEKRYG, ANDREW P  | 000000186 | 2,514.76 |
| KIM, EUN JUNG        | 000000187 | 2,910.90 |
| KNOWLES, KENNETH     | 000000188 | 4,124.33 |
| LACROIX, LAFLECHE    | 000000189 | 4,386.64 |
| LASSWELL, ROBERT     | 000000190 | 3,875.74 |
| LATHAM, ANDREW F     | 000000191 | 3,102.05 |
| LATHROP, NICHOLAS S  | 000000192 | 3,061.26 |
| LEMOINE, BLAKE S     | 000000193 | 2,323.03 |
| LIEBETRAU, MICHAEL K | 000000194 | 2,334.43 |
| LOEHNDORF, SCOTT A   | 000000195 | 3,677.56 |
| LOSVAR, DYLAN        | 000000196 | 2,611.50 |
| LYNCH, BRIAN W       | 000000197 | 4,672.10 |
| MACVICAR, NEIL S     | 000000198 | 3,101.96 |
| MAINSTONE, BRIAN R   | 000000199 | 3,195.55 |
| MANDERY, PAMELA D    | 000000200 | 654.18   |
| MARKWARDT, KYLE C    | 000000201 | 2,891.59 |
| MCCALL, DANNA M      | 000000202 | 3,611.42 |
| MEADOWS, JOSEPH R    | 000000203 | 3,813.59 |
| MILLER, CRAIG        | 000000204 | 5,231.78 |
| MILLER, MATTHEW L    | 000000205 | 3,664.66 |
| MOATE, DANIEL W      | 000000206 | 4,022.01 |
| NATKHA, WILLIAM S    | 000000207 | 2,785.93 |
| NEAL, RYAN T         | 000000208 | 2,988.30 |
| O'DONNELL, PETER A   | 000000209 | 4,673.17 |
| O'NEIL, KERRY K      | 000000210 | 2,622.46 |
| OROZCO, JORGE        | 000000211 | 2,797.48 |
| OWENS, JACK T        | 000000212 | 3,060.14 |
| PARKER, BENJAMIN T   | 000000213 | 3,152.43 |
| PETER, MICHAEL H     | 000000214 | 3,118.53 |
| PHAM, THAI Q         | 000000215 | 3,238.00 |
| QUADE, JOAN E        | 000000216 | 2,498.29 |
| RAMOS, DAMIAN        | 000000217 | 3,353.39 |
| RASMUSSEN, ERIK R    | 000000218 | 3,421.88 |
| RELLAMAS, JESSICA L  | 000000219 | 1,604.76 |
| REN, JUSTIN K        | 000000220 | 3,050.86 |
| ROSS, KATHERINE G    | 000000221 | 2,173.66 |
| SCHANNAUER, WYATT    | 000000222 | 2,784.53 |
| SCHULGEN, NICHOLAS R | 000000223 | 3,018.67 |
| SCHUMANN, ZACHARY J  | 000000224 | 3,334.68 |
| SHINN, TODD          | 000000225 | 4,548.74 |
| SMITH, CHASE A       | 000000226 | 4,021.92 |
| SNYDER, KEVIN S      | 000000227 | 4,374.23 |
| SPEARS, JOSEPH E     | 000000228 | 3,162.74 |
| STEWART, JAKE R      | 000000229 | 2,111.78 |
| TOZIER, THERESA M    | 000000230 | 3,382.18 |
| TREPTOW, ILYSE       | 000000231 | 4,145.03 |
| TYE, SHERRI          | 000000232 | 2,354.72 |
| VINING, ANDREW E     | 000000233 | 4,081.64 |

ADVICE REGISTER - SEMI MONTH

WARRANT: 250122 From: 01/01/2025 To: 01/15/2025

| NAME                  | CHK #     | NET PAY    |
|-----------------------|-----------|------------|
| WALKER, JANNA L       | 000000234 | 4,454.47   |
| WASHINGTON, LOUIS R   | 000000235 | 394.88     |
| WEISS, JASON A        | 000000236 | 8,675.77   |
| WERRE, CHRISTOPHER T  | 000000237 | 4,054.26   |
| WEST, MATTHEW A       | 000000238 | 5,082.99   |
| WESTMAN, JESSE        | 000000239 | 2,929.80   |
| WIEBE, NICOLE H       | 000000240 | 2,716.13   |
| WILSON, CHRISTOPHER A | 000000241 | 2,578.97   |
| WOLFE, ALBERT R       | 000000242 | 3,301.21   |
| WOTTON, ROBERT        | 000000243 | 344.88     |
| YANG, DONG            | 000000244 | 2,621.55   |
| Total Deposits: 117   |           | 393,674.38 |

\*\* END OF REPORT - Generated by Ilyse Treptow \*\*

**CURRENT CHECK REGISTER - SEMI MONTH**

WARRANT: 250122      01/01/2025 to 01/15/2025      CHECK DATE: 01/22/2025

|      | NAME            | TYP | NET PAY  | CHECK #   | CHECK DATE | SPECIAL |
|------|-----------------|-----|----------|-----------|------------|---------|
|      | VLADIS, DMITRIY | CK  | 3,619.82 | 000010009 | 01/22/2025 |         |
| 1 ** | TOTAL CHECK(S)  |     | 3,619.82 |           |            |         |

\*\* END OF REPORT - Generated by Ilyse Treptow \*\*






# Claims Report F&A 2-4-25, CM 2-10-25

Final Audit Report

2025-01-30

|                 |  |
|-----------------|--|
| Created:        | 2025-01-30                                   |
| By:             | Tania Holden (THolden@snoqualmiewa.gov)      |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAIZSj5CJLkc0AD7Tqmzimiz3VhAxIJWB- |

## "Claims Report F&A 2-4-25, CM 2-10-25" History

-  Document created by Tania Holden (THolden@snoqualmiewa.gov)  
2025-01-30 - 6:44:58 PM GMT
-  Document emailed to Drew Bouta (dbouta@snoqualmiewa.gov) for signature  
2025-01-30 - 6:46:01 PM GMT
-  Email viewed by Drew Bouta (dbouta@snoqualmiewa.gov)  
2025-01-30 - 6:47:51 PM GMT
-  Document e-signed by Drew Bouta (dbouta@snoqualmiewa.gov)  
Signature Date: 2025-01-30 - 6:48:17 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-30 - 6:48:17 PM GMT

# Council Agenda Bill

## AB Number

AB25-024

## Agenda Bill Information

|  |                              |
|--|------------------------------|
| <b>Title*</b>  | <b>Action*</b>               |
| Termination of Snoqualmie Ridge Water System Developer Extension Agreement | Motion                       |
| <b>Council Agenda Section</b>  | <b>Council Meeting Date*</b> |
| Committee Report   | 02/10/2025                   |
| <b>Staff Member</b>  | <b>Department*</b>           |
| Dena Burke   | Legal                        |
| <b>Committee</b>   | <b>Committee Date</b>        |
| Community Development  | 02/03/2025                   |

## Exhibits

Packet Attachments - if any

|   |          |
|---|----------|
| x1 Snoqualmie Ridge Water System Developer Extension Agreement (Recorded 11-26-1997)(102978430.1).pdf | 3.06MB   |
| x2 Bill of Sale Weyerhaeuser - Water System Facilities - 1998.pdf                                     | 560.99KB |
| x3 Bill of Sale Weyerhaeuser - WWTP Facilities - 1998.pdf   | 2.52MB   |
| x4 Resolution 485.pdf   | 384.97KB |
| x5 Council Meeting Minutes 02231998.pdf   | 249.96KB |
| x6 Release of Reservation of Water Rights (Recorded 7-12-2004)(102978438.1).pdf                       | 134.06KB |
| x7 Title 2nd ALTA COMMITMENT 2021 (WA)-LINKED-LIVELOOK(102977610.1).pdf                               | 650.54KB |
| x8 Termination of Snoqualmie Ridge Water System Developer Extension Agreement(103260251.1).docx       | 33.4KB   |
| x9 Draft Resolution.docx  | 15.71KB  |

## Summary

### Introduction\*

In the 1990's, the City entered into the Snoqualmie Ridge Water System Developer Extension Agreement (DEA), which required the developer to design and build much of the water infrastructure utilized by the City today. The DEA is still recorded on the title of a piece of land associated with the original DEA, yet the

obligations of the DEA have been satisfied. To assist in correcting this issue with the title, it is recommended to execute the attached Termination of Developer Extension Agreement.

**Proposed Motion**

Approve Resolution 1706 authorizing the Mayor to sign the termination of Snoqualmie Ridge Water System Developer Extension Agreement.

**Background/Overview\***

What was done (legislative history, previous actions, ability to hyperlink)

Sections 1.12 and 2.1.1 of the DEA (Exhibit 1) required the developer to construct the Water System, including well facilities, water treatment plant and related distribution, and pump and storage facilities. Section 2.1.9 of the DEA indicated that upon completion, and the City's acceptance, the developer was to convey the Water System to the City by Bill of Sale (Exhibits 2 and 3).

Per the February 23, 1998, Council Meeting minutes (Exhibit 5) and Resolution 485 (Exhibit 4), Council passed and the City accepted the Water System.

**Analysis\***

The required developer obligations in the DEA appear to have been fully completed and accepted by the City of Snoqualmie. Therefore, the DEA as it relates to the property should be terminated.

**Budgetary Status\***

This action has no budgetary implications.



When Recorded, Return to:

**HILLIS CLARK MARTIN & PETERSON, P.S.**  
Attention: Richard M. Peterson  
500 Galland Building  
1221 Second Avenue  
Seattle, WA 98101-2925

97118-8376 02:57:00 PM KING COUNTY RECORDS 039 JP 46.00

**SNOQUALMIE RIDGE WATER SYSTEM  
DEVELOPER EXTENSION AGREEMENT**

9711262576

|   |   |
|---|---|
| Grantor:  | <u>WEYERHAEUSER REAL ESTATE COMPANY</u>   |
| Grantee:  | <u>CITY OF SNOQUALMIE</u>   |
| Legal Description (abbreviated):                    | <u>Sections 23, 25, 26, and 35, Township 24 North, Range 7 East, W.M.</u>   |
| <input checked="" type="checkbox"/> Additional on : | <u>EXHIBIT A</u>  |
| Assessor's Tax Parcel ID #:                         | <u>232479001, 252479001, 252479028, 252479038, 262479001, 262479034, 262479035, 262479036, 262479037, 352479027</u> |
| Reference Nos. of Documents Released or Assigned:   | <u>N/A</u>  |

ORIGINAL

THIS AGREEMENT, made this 19<sup>th</sup> day of November, 1997, between the CITY OF SNOQUALMIE, a municipal corporation of the State of Washington (the "City") and Weyerhaeuser Real Estate Company, a Washington corporation ("WRECO").

WITNESSETH:

I  
RECITALS

1.1 The City is a municipal corporation of the State of Washington, organized under the Optional Municipal Code, title 35A RCW, located in King County, Washington.

1.2 WRECO owns certain real property located in the City on the Lake Alice Plateau, commonly known as Snoqualmie Ridge, and legally described on EXHIBIT A-1 hereto. WRECO is a subsidiary of Weyerhaeuser Company ("Weyerhaeuser"). Weyerhaeuser owns certain real property located in unincorporated King County, commonly known as the North Valley Well Field, and legally described on EXHIBIT A-2 attached hereto. Weyerhaeuser also owns property across which an easement is necessary for the water lines from the North Valley Well Field to the Water Treatment Plant, which easement area is legally described in EXHIBIT A-3 hereto ("Water Line Easement"). In addition, WRECO owns property outside the City limits in King County, as legally described in EXHIBIT A-4 attached hereto, upon which the 1040 Reservoir is being constructed to serve Snoqualmie Ridge.

1.3 The City owns certain real property located in the City legally described in EXHIBIT B (with EXHIBIT "R" thereto) attached hereto (the "City Property"). The City Property will be the location for the new Water Treatment Facility ("WTF") to be constructed as part of the Snoqualmie Ridge Water System, portions of the raw water lines from the North Well Field to the WTF, and portions of the potable water lines leaving the WTF.

1.4 Gateway Cascades, Inc. is the successor in interest to real property located in a portion of Section 30, Township 24N, Range 8E, W.M. in King County, Washington, previously owned by Puget Western, Inc. ("PWI") (The PWI Easement Parcel). Certain water pipelines are located on and across the PWI Easement Parcel, and the property is subject to that certain Utility Easement and Agreement dated August 8, 1996, King County recording no. 9608151380, granting a temporary construction easement and permanent easement for the location and use of said sewer, water, and reclaimed water pipelines.

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1.5 On April 27, 1995, the City adopted its Comprehensive Water System Plan and Operations Plan as prepared by Gray and Osborne, dated January 1995 ("Water Comprehensive Plan"). The adoption followed the City's issuance of a Determination of Non Significance ("DNS") for the Water Comprehensive Plan on April 3, 1995, consistent with SEPA; the DNS was not appealed. On \_\_\_\_\_, the Washington State Department of Health ("Health") approved the City's Water Comprehensive Plan. On \_\_\_\_\_, King County UTRC approved the City's Water Comprehensive Plan. The Snoqualmie Ridge Water System is consistent with the City's Water Comprehensive Plan.

1.6 On September 15, 1995, the City approved the Snoqualmie Ridge Mixed Use Final Plan (the "Final Plan"), a master plan for a mixed use development. All conditions referred to in these recitals are conditions of the Final Plan.

1.7 Condition 91 requires WRECO to demonstrate the availability of water prior to approval of each residential preliminary plat or development approval or the approval of each non-residential development project requiring domestic water service. The City's existing water source does not have the capacity to serve build-out of Snoqualmie Ridge.

1.8 Condition 132 requires WRECO to pay all costs to design, permit and construct a new water supply system to serve Snoqualmie Ridge, together with the necessary off-site transmission lines, storage facilities, and treatment facilities consistent with the City's Water Comprehensive Plan, and requires WRECO to enter into a developer extension agreement with terms acceptable to the City that addresses the transfer of the facilities and WRECO's water right (see 2.1.9, and 2.2 below) to the City.

1.9 Analysis of the water system proposed for Snoqualmie Ridge is included in the Final Supplemental Environmental Impact Statement ("FEIS") for the Snoqualmie Ridge Mixed Use Final Plan, published by the City on August 21, 1995. In addition, WAC 197-11-800(4) provides an exemption from SEPA review for ground water appropriations of up to 2,250 gallons per minute or less, and activities relating to construction of a distribution system for the water appropriated.

1.10 On May 2, 1996, the City approved the Snoqualmie Ridge Water Supply, Storage, and Distribution Facilities, Project Engineering Report, prepared by Earth Tech, dated April 1996.

1.11 On September 29, 1995, the State of Washington Department of Ecology ("Ecology") issued Permit No. G1-25449P to WRECO, authorizing the withdrawal of 724 acre feet of water per year, at a maximum rate of 1,650 gallons per minute, from three wells located in the North Valley Well Field. Permit No. G1-25449P authorizes the withdrawal of water for community domestic and irrigation use on the Snoqualmie Ridge and Snoqualmie Falls planning areas, with an emergency fire flow intertie for the area served by the City.

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1.12 This Developer Extension Agreement covers WRECO's construction of the well facilities, water treatment plant and related distribution, pump and storage facilities, as set forth in paragraphs 1.13 and 1.14 and as illustrated in EXHIBIT C and D hereto (the "Water System").

1.13 Plans and specifications for construction of certain components of the Water System have been approved (collectively, the "Approved Plans") as follows:

1.13.1 Plans and specifications entitled Snoqualmie Ridge Water Supply System, Wells 6 and 7 and Raw Water Transmission Pipelines, April 1996, prepared by Earth Tech, Inc.

1.13.2 Plans and specifications entitled Snoqualmie Ridge Water Supply System, Treated Water Transmission Supply Pipeline, June 1996, prepared by Earth Tech, Inc.

1.13.3 Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Zone Reservoir No. 1, May 1996, prepared by Earth Tech, Inc.

1.13.4 Plans and specifications entitled Snoqualmie Ridge Water Supply System, 705 Zone Reservoir Site Work, August 1995, prepared by Earth Tech, Inc. Although plans for construction of the reservoir also have been approved by the City Engineer, only site work and installation of the temporary 705 Reservoir have been undertaken to date, and development of the 705 Permanent Reservoir is not covered by this Agreement.

1.13.5 Sheets 36 through 39 and 59 through 77 of a plan set entitled Phase 3 Construction Plans for Snoqualmie Ridge Parkway and Related Improvements, July 1996, prepared by ESM, which constitute domestic water supply distribution pipelines located within the Snoqualmie Ridge Parkway (the "Parkway Water Lines"). The Parkway Water Lines constitute part of the Water System and are covered by this Agreement for potential application of a Latecomers Agreement for part or parts of the Water System, but will be conveyed to the City pursuant to the terms of the Snoqualmie Ridge Parkway Developer Extension Agreement, August 8, 1996, executed by the City and WRECO.

1.13.6 Plans and specifications entitled Snoqualmie Ridge, Water Supply System, 705 Pump Station (Interim Location), June/July, 1996, prepared by Earth Tech, Inc. The permanent 705 Pump Station will be completed by the time the Water System is conveyed to the City., unless circumstances beyond the control of the parties cause unavoidable delay, in which case it shall be completed as soon as feasible.

1.13.7 Plans and specification entitled 705 Zone Pump Station and Pipeline, prepared by Earth Tech, Inc., for the 705 Pump Station Facility, submitted to and approved by the City on August 10, 1995. Pipelines shown in this set of plans and specifications will not be built, but the 705 Pump Station Facility will be constructed as

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approved and ultimately will be located on site with the Kimball Creek Pump Station at the Permanent Location referenced at 1.14.1 below.

1.13.8 Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Pump Station, prepared by Earth Tech, Inc., approved by the City on January 30, 1997.

1.13.9 Plans and specifications entitled Snoqualmie Ridge Water Supply System, Water Treatment Plant, prepared by Earth Tech, Inc. and approved by the City on February 13, 1997.

1.13.10 Plans and specifications entitled City of Snoqualmie, Wastewater Facility Improvements, Kimball Creek Pump Station/705 Pump Station (Permanent Location), prepared by KCM, Inc., prepared by Earth Tech, Inc., and approved by the City on June 19 and 23, 1997. The 705 Pump Station site and building will be conveyed pursuant to a Developer Extension Agreement for the Kimball Creek Pump Station; the 705 pump facilities and pipelines will be conveyed pursuant to this Agreement.

1.14 Plans and specifications for a future Well No. 8 and any other such additional wells as are necessary to utilize the full withdrawal of water authorized under Ecology Permit No. G1-25449P have not yet been prepared.

1.15 Additional Water System components (collectively the Future Expansion Components) are necessary to complete the Snoqualmie Ridge Water System as described in the Snoqualmie Ridge Water Supply, Storage, and Distribution Facilities, Project Engineering Report, prepared by Earth Tech, dated April 1996. The Future Expansion Components are not covered by this agreement, and will be addressed by separate agreement if and when required for development on Snoqualmie Ridge. The Future Expansion Components include:

- 1.15.1 An additional 1.5 million gallon reservoir at the 1040 Reservoir site;
- 1.15.2 A 1.5 million gallon permanent reservoir at the 705 Reservoir site;
- 1.15.3 Additional pumps and a generator at the 1040 Booster site; and
- 1.15.4 A third treatment train at the WTF.
- 1.15.5 Completion of the bathroom at the 1040 Pump Station and connection to the sanitary sewer collection system when the sewers have been extended to within 150 feet of the Pump Station, but in no case later than January 1, 2007.

1.16 The City and WRECO have entered into an Easement and Agreement dated August 16, 1996, King County Recording No. 9609050063 (the "City Easement"), pursuant to which the City has granted WRECO certain easement rights on the City

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Property, including construction, operating and access rights relating to the construction of the water treatment facility, subject to issuance by the City and other governmental entities of all requisite permits, approvals and authorizations.

1.17 Weyerhaeuser has recorded a Declaration of Protective and Restrictive Covenant for Public Water System and Right of Entry, King County Recording No. 9608151382 ("Source Protection Covenant") granting and declaring a right of entry for the City to have the right of complete sanitary control of the Sanitary Control Area for the North Well Field.

1.18 The Water System will serve Snoqualmie Ridge and the Snoqualmie Falls planning area, and will provide standby water supply and fire flow volume within the City.

1.19 The following Agreement is made upon the basis of the foregoing recitals, and in consideration of the mutual promises and covenants herein, and the mutual benefits to be derived by the parties therefrom.

II  
AGREEMENT

2.1 DEVELOPER EXTENSION PROVISIONS

2.1.1 Construction of Water System. Subject to all other terms and conditions of this Agreement, WRECO shall construct the Water System, in conformity with the Approved Plans, at its sole expense. Construction has already commenced and will be completed as soon after execution of this Agreement as is practicable. In addition, the Water System shall include fixtures, furnishings and equipment for the Water System as set forth on EXHIBIT D. Well No. 8 and any other such additional wells as are necessary to utilize the full withdrawal of water authorized under Ecology Permit No. G1-25449P, when and if constructed, shall upon completion be conveyed by Bill of Sale to the City, subject to City approval. WRECO's obligation for approved Water System components shall be limited to the Approved Plans and the plans for Well No 8 and any additional wells, when approved, and any modifications thereto approved by WRECO, the City and Health. WRECO's obligations for the Water System shall be limited to the plans and specifications as initially approved, and any modifications thereto approved by WRECO, the City and Health. Unless otherwise expressly agreed, WRECO shall have no obligation for subsequent improvements or modifications to the Water System, which may be required due to changed regulatory standards or different interpretation of existing standards.

2.1.2 Permits and Approvals. City permitting officials shall review plans, issue permits, and inspect construction for the Water System, as provided in the Snoqualmie Municipal Code. In instances where a permit is issued to the City for

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activities associated with construction of the Water System, the City hereby appoints and constitutes WRECO as the City's authorized agent, to proceed in accordance with those permit authorizations. WRECO is responsible for obtaining any additional required approvals from the City or Health.

2.1.3 Construction Costs. WRECO shall pay all costs of designing, reviewing, permitting, engineering, constructing, inspecting, and commissioning start-up of the Water System, subject to any private cost sharing agreements between WRECO and third parties, or potential Latecomers Agreements.

2.1.4 Extension of Service. The City shall provide water service to Snoqualmie Ridge, subject to the terms and conditions set forth herein and to be set forth in any other Water System Agreements. The City shall provide service to Snoqualmie Ridge from the Water System without requiring a connection charge for the costs of constructing the Water System, other than then-current meter installation charges. Such extension of water service shall commence immediately upon construction of required facilities, regulatory approvals, and establishment of rates and charges.

2.1.5 Reserved Capacity.

2.1.5.1 In consideration for WRECO's undertaking herein, the City shall until December 31, 2014, reserve from its Adjusted Remaining Total Available Water Supply an amount equal to the Adjusted Reserved Water Supply for Snoqualmie Ridge, both as defined below. WRECO shall have the right to assign, under terms and conditions set by WRECO in its sole discretion, any portion of its Adjusted Reserved Water Supply for Snoqualmie Ridge for water connections within the Snoqualmie Falls planning area. The City shall not allow connections to the municipal system or issue Certificates of Water Availability if such action would reduce the Adjusted Remaining Total Available Water Supply to an amount less than the Adjusted Reserved Water Supply for Snoqualmie Ridge.

2.1.5.2 The City shall administer this reservation by calculating and recording its present and future water rights from all sources of supply, making appropriate adjustments thereto, by increasing the total for new sources of supply and decreasing the total for each connection made or Certificate of Water Availability issued. The calculated available water right resulting from this process at any given time shall be known as the "Adjusted Remaining Total Available Water Supply."

2.1.5.3 The initial reservation for WRECO is the entire water supply approved under Ecology Permit No. G1-25449P to WRECO, which is 1,650 gallons per minute and 724 acre feet per year. The City shall calculate and record water connections provided to or Certificates of Water Availability for Snoqualmie Ridge and any assignments made by WRECO, decreasing the total for such connections, Certificates of Water Availability, or assignments. The calculated available water right resulting from this process at any given time shall be known as the "Adjusted Reserved Water Supply for Snoqualmie Ridge."

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2.1.5.4 The reservation shall apply only to available water supply as water rights, and not to water from any particular source, which may be managed by the City for the most efficient operation of the City's municipal system, provided that the City has the ability to deliver reserved water supply to the Snoqualmie Ridge water distribution system as needed from municipal sources of supply.

2.1.5.5 This reservation shall terminate on December 31, 2017, and all water rights assigned pursuant to this agreement shall belong to the City, free of any reservation, from and after that date.

2.1.6 Irrigation Supply. Following conveyance of the Water System to the City pursuant to the terms of this Agreement, and upon request by WRECO for irrigation purposes, the City shall provide to WRECO a portion of this supply as raw well water, which has not received treatment. Raw water is subject to the reservation of capacity set forth above. Nothing in this Agreement prohibits WRECO from using raw well water for irrigation or non-potable construction purposes prior to conveyance of the Water System to the City.

2.1.7 Water Rates. Monthly and other rates and charges for use of the Water System shall be established by the City by ordinance, and shall be consistent with the M&O Shortfall Payments Contract executed by the City and WRECO, as may hereafter be amended. Following conveyance, separate rates shall be established for raw water and Class A reclaimed water.

2.1.8 Construction in Accordance with Easement. WRECO shall fully comply with all terms and conditions of the City Easement.

2.1.9 Conveyance of Facilities. Upon completion of the Water System, or any component thereof, and upon the City's acceptance thereof pursuant to paragraph 2.1.10: (i) WRECO shall convey the Water System facilities to the City by Bill of Sale; and (ii) shall grant to the City or obtain for the City's use and benefit any and all required easements for ingress, egress, conveyance pipelines and utilities, and convey or assign the same to the City; provided, the City shall assist in the acquisition of any such easements or other property interests. The Water System may but is not required to be deemed complete for purposes of this paragraph, although certain minor work not affecting the functioning of the Water System remains to be done, upon the approval of the City.

2.1.10 Conditions of Acceptance. Acceptance of the Water System shall be upon motion of the City Council to approve the same, provided, before the City shall give final approval to acceptance, WRECO shall demonstrate the following:

2.1.10.1 WRECO has furnished the City with an affidavit, in a form acceptable to the City Attorney, stating that all charges for materials and labor have been paid, and there are no liens against the Water System facilities.

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2.1.10.2 WRECO has furnished the City with documents of conveyance of the Water System, in a form acceptable to the City Attorney, providing a warranty that WRECO has the right to convey such improvements, the improvements are free from encumbrances and WRECO will indemnify and defend the City against all claims that WRECO does not have the right to convey such improvements free from encumbrances;

2.1.10.3 WRECO has provided the City with a written warranty, warranting the Water System to be free of defects in material and workmanship for a period ending one (1) year after conveyance, and further assigning to the City any and all contractual warranties in favor of WRECO given by any third party in connection with the construction or equipping of the Facility;

2.1.10.4 WRECO has submitted to the City, in a form acceptable to the City Engineer, the complete as-built record drawings of the Water System;

2.1.10.5 WRECO has paid all permit fees and all other fees and charges for City costs required under this Agreement, the conditions of Mixed Use approval or any applicable City ordinance; and

2.1.11 City acceptance of conveyance shall also be subject to the City having sufficient personnel and equipment to operate the Water System, or having in place an operating agreement for private operation of the Water System. WRECO shall provide the City with 30 days notice of the date that the Water System is scheduled for conveyance, and the City shall make every effort to have necessary personnel and equipment or an operating agreement in place at the time the Water System is scheduled for conveyance.

2.1.12 Ownership. All supplies, materials, equipment, fixtures, and other property of whatsoever kind or nature used in the construction of the Water System, whether or not incorporated therein, and all facilities and improvements constituting the Water System, shall be owned and controlled by WRECO, subject to the rights and interests of third parties as may exist under applicable law, and the City shall not own or control or have any liability therefor, until such time and to the extent that the same are conveyed or otherwise transferred to the City.

2.2 ASSIGNMENT OF WATER RIGHT

Prior to occupancy of any residential dwelling units in Preliminary Plat I or the issuance of building permits for any buildings or structures pursuant to the Binding Site Improvement Plan for the Snoqualmie Ridge Business Park, WRECO shall assign Ecology Permit No. G1-25449P to the City, pursuant to applicable requirements of the Department of Ecology. Assignment of Ecology Permit No. G1-25449P shall be subject to the reservation of capacity and all other terms set forth in this Agreement.

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2.3 LATECOMER PROVISIONS

2.3.1 Engineer's Estimate and Public Hearing. Pursuant to chapter 35.91 RCW, at WRECO's request and at WRECO's sole expense, an Engineer's Estimate may be prepared and a public hearing held upon the Water System for use by the parties in entering into a Latecomer Agreement to provide for partial reimbursement to WRECO of the costs of the Water System, to the extent such costs are lawfully subject to reimbursement.

2.3.2 Latecomer Agreement. The parties may on the basis of the Engineer's Estimate and after the public hearing, enter into a contract which provides terms and conditions for a partial reimbursement after construction of the Water System of a portion of the costs thereof, as provided by law, upon relinquishment of the reservation of capacity under this agreement.

2.4 GENERAL PROVISIONS

2.4.1 Recitals and Exhibits. All of the recitals set forth above and all exhibits attached hereto are adopted by the parties as material elements and/or findings related to this Agreement, and are incorporated into this Agreement as integral terms hereof.

2.4.2 Assignment. WRECO shall have the right to assign its rights and interest under this Agreement, in whole or part, to another entity, so long as the assignee assumes WRECO's corresponding obligations hereunder in writing, and the City consents to such assignment, which consent shall not be unreasonably withheld. As a condition of granting such consent, it shall not be deemed unreasonable for the City to require adequate assurances of the financial strength, experience and capability of the proposed assignee. No such assignment shall release WRECO from any of its obligations to the City under this Agreement, or any other agreement between WRECO and the City, except as any subsequent agreement expressly so provides.

2.4.3 Indemnification. Except as otherwise provided herein, WRECO releases and agrees to defend, indemnify and hold harmless the City and all of its elected and appointed officials and its employees from all liability, claims and costs arising in connection with the construction of the Water System, and the enforcement of the provisions of Section 2.3 of this agreement, except to the extent resulting from any negligence or intentional act or omission of the City or its officers, agents or employees in performance of the Agreement.

2.4.4 Notices. All notices under this Agreement shall be in writing, and shall be delivered or mailed by certified mail, return receipt requested, and shall be effective as of the date of delivery, on the date of receipt as shown by the return receipt, or three days after the postmark date if there is no return receipt. Notices shall be

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addressed to the following addresses or to such other address as the party may specify in writing:

**CITY:**  
City of Snoqualmie  
P.O. Box 987  
Snoqualmie, WA 98065

**With a copy to:**  
Patrick B. Anderson  
Snoqualmie City Attorney  
City of Snoqualmie  
P.O. Box 924  
Snoqualmie, WA 98065

**WRECO:**  
James A. Nyberg  
Weyerhaeuser Real Estate Company  
Land Management Division  
WRE 1-1  
Tacoma, WA 98477

**With a copy to:**  
Hillis, Clark Martin & Peterson  
Attn: Richard M. Peterson  
500 Galland Building  
1221 Second Ave.  
Seattle, WA 98101-2925

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2.4.5 **Enforcement.** Venue and jurisdiction to enforce all obligations under this Agreement shall lie exclusively in the King County Superior Court. The obligations of the parties hereunder do not have an adequate remedy by way of an action for damages, and may be enforced by specific performance.

2.4.6 **Governing Law.** This Agreement is entered into under the laws of the State of Washington, and the parties intend that Washington law shall apply to the interpretation hereof.

2.4.7 **Severability.** In the event a court of competent jurisdiction declares any material portion of this Agreement invalid, unconstitutional or otherwise unenforceable, any party may elect to terminate this Agreement, provided, there shall be no action for recovery of any amounts previously expended in reliance upon this Agreement, nor shall the bond or other security to assure completion be exonerated as a result thereof. In the event of a non-material provision of this Agreement is declared invalid, unconstitutional or otherwise unenforceable, the provisions hereof not affected by such declaration shall remain in full force and effect.

2.4.8 **Amendment.** This Agreement may not be modified, supplemented or otherwise amended, except by written instrument duly executed by all parties and approved by the City Council.

2.4.9 **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, successors and assigns.

2.4.10 **Recording.** WRECO shall cause notice of this Agreement to be recorded with the King County Department of Records and Elections at its sole expense. No assessment hereunder shall be enforceable against any property until this Agreement has been so recorded.

SIGNED this 9th day of December, 1997.

WEYERHAEUSER REAL ESTATE COMPANY

By James A. Nyberg  
James A. Nyberg  
Its Assistant Vice President

CITY OF SNOQUALMIE

By Jeanne Hansen  
Jeanne Hansen  
Its Mayor

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Attest:

Jill C. Long  
Jill C. Long, City Clerk

STATE OF WASHINGTON }  
COUNTY OF KING }

On this day personally appeared before me Jeanne Hansen, to me known to be the Mayor of THE CITY OF SNOQUALMIE, the municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19 day of November, 1997.

PATRICK B. ANDERSON  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
MY COMMISSION EXPIRES 11-25-99

*Patrick B. Anderson*  
Printed Name PATRICK B. ANDERSON  
NOTARY PUBLIC in and for the State of Washington,  
residing at Fall City WA  
My Commission Expires 11-25-99

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STATE OF WASHINGTON }  
COUNTY OF KING }

On this day personally appeared before me James A. Nyberg, to me known to be the Assistant Vice President of WEYERHAEUSER REAL ESTATE COMPANY, the corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19 day of November, 1997.

PATRICK B. ANDERSON  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
MY COMMISSION EXPIRES 11-25-99

*Patrick B. Anderson*  
Printed Name PATRICK B. ANDERSON  
NOTARY PUBLIC in and for the State of Washington,  
residing at Fall City WA  
My Commission Expires 11-25-99

**WATER SYSTEM DEVELOPER EXTENSION AGREEMENT**

**EXHIBIT LIST:**

- EXHIBIT A-1**            Legal Description for Snoqualmie Ridge
- EXHIBIT A-2**            Legal Description for North Valley Well Field
- EXHIBIT A-3**            Legal Description for WEYCO ownership for water line easement
- EXHIBIT A-4**            Legal Description for 1040 Reservoir Site No. 1
- EXHIBIT A-5**            Legal Description for 1040 Pump Station Site
- EXHIBIT B**              Legal Description of City Property
- EXHIBIT C**              Illustration of Water System Components
- EXHIBIT D**              Furniture, Fixtures and Equipment for Water Treatment Plant
- EXHIBIT E**              Commissioning Start-Up: Developer's Responsibilities

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**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Job No. 129-05-941-017  
Snoqualmie Ridge  
April 23, 1997

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION FOR  
REMAINDER AT SNOQUALMIE RIDGE**

Those portions of Sections 23, 25, 26, 27 and 35, Township 24 North, Range 7 East, W.M., AND of Section 2, Township 23 North, Range 7 East, W.M., King County, Washington, being more particularly described as follows:

The south half of the southeast quarter AND the south half of the southwest quarter of said Section 23;

TOGETHER WITH said Section 25;

EXCEPT the north 1580 feet of the east 1580 feet thereof;

AND EXCEPT that portion thereof conveyed to the City of Snoqualmie by instrument filed in Volume 4193 of Deeds, page 296, Recording No. 5331569, Records of King County, Washington;

ALSO TOGETHER WITH the northeast quarter AND the southeast quarter AND the northwest quarter AND the east half of the southwest quarter of said Section 26;

ALSO TOGETHER WITH Parcels 5, 6 and 7 of that Amended Record of Survey filed as a parcel segregation under King County Recording No. 9408179003, situate in said Section 27;

ALSO TOGETHER WITH said Section 35;

EXCEPT any portion thereof conveyed for public roads;

ALSO TOGETHER WITH King County Short Plat No. 185057 as filed under Recording No. 8703061999, situate in said Section 2;

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Snoqualmie Ridge  
April 23, 1997  
Page 2

EXCEPT any portion thereof lying within the following described parcel:

That portion of the Southeast quarter of Section 23, and of the West half of Section 25, and of the East half of Section 26 all in Township 24 North, Range 7 East, W.M., King County, Washington described as follows:

Beginning at the Southeast corner of said Section 26 as shown on that Record of Survey by ESM, Inc. filed under King County Recording No. 9112029004;

Thence N 89°22'00" W along the South line thereof, a distance of 755.42 feet;

Thence N 00°38'00" E a distance of 452.65 feet to the True Point of Beginning of the herein described Tract and a point on the arc of a curve, the center of which bears N 08°57'44" W;

Thence Easterly and Northerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 89°09'44" a distance of 38.90 feet;

Thence N 08°07'28" W a distance of 39.87 feet to a point of curve;

Thence Northerly along the arc of a curve to the right, said curve a having a radius of 1,100.00 feet, through a central angle of 35°13'54" a distance of 676.40 feet;

Thence N 27°06'26" E a distance of 73.35 feet to a point on the arc of a curve, the center of which bears N 63°39'31" W;

Thence Northerly along the arc of a curve to the left, said curve having a radius of 708.00 feet, through a central angle of 50°25'56" a distance of 623.19 feet to a point of compound curve;

Thence Northerly and Westerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 95°43'11" a distance of 41.77 feet;

Thence N 22°20'23" W a distance of 95.81 feet to a point on the arc of a curve, the center of which bears N 29°48'39" W;

Thence Northerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 90°20'18" a distance of 39.42 feet;

Thence N 30°08'57" W a distance of 96.46 feet to a point of curve;

Thence Northerly along the arc of a curve to the right, said curve having a radius of 2,932.50 feet, through a central angle of 03°56'30" a distance of 201.74 feet to a point of reverse curve;

Thence Northerly and Westerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 77°38'17" a distance of 33.88 feet;

Thence S 76°09'16" W a distance of 209.75 feet to a point of curve;

Thence Westerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 48°11'22" a distance of 21.03 feet to a point of reverse curve;

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Snoqualmie Ridge  
April 23, 1997  
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Thence Westerly along the arc of a curve to the right, said curve having a radius of 50.00 feet, through a central angle of 108°11'23" a distance of 94.41 feet;  
 Thence S 76°09'16" W a distance of 267.93 feet to a point on the arc of a curve, the center of which bears N 58°02'45" W;  
 Thence Westerly along the arc of a curve to the right, said curve having a radius of 100.00 feet, through a central angle of 59°56'23" a distance of 104.61 feet;  
 Thence N 88°06'22" W a distance of 58.63 feet;  
 Thence N 77°15'02" W a distance of 218.11 feet to a point on the arc of a curve, the center of which bears N 06°58'10" W;  
 Thence Westerly and Northerly along the arc of a curve to the right, said curve having a radius of 100.00 feet, through a central angle of 83°06'16" a distance of 145.05 feet;  
 Thence N 13°51'54" W a distance of 50.70 feet;  
 Thence N 13°41'07" W a distance of 42.73 feet;  
 Thence N 06°14'32" W a distance of 39.50 feet;  
 Thence N 34°30'24" W a distance of 116.00 feet;  
 Thence N 03°24'05" E a distance of 50.58 feet;  
 Thence N 54°59'23" W a distance of 74.43 feet;  
 Thence N 12°12'29" W a distance of 84.87 feet;  
 Thence N 08°05'12" W a distance of 54.73 feet;  
 Thence N 25°25'43" W a distance of 76.47 feet;  
 Thence N 03°15'55" W a distance of 102.14 feet;  
 Thence N 52°18'03" E a distance of 149.50 feet;  
 Thence S 78°39'19" E a distance of 123.82 feet;  
 Thence N 71°51'06" E a distance of 62.55 feet;  
 Thence N 80°11'26" E a distance of 85.62 feet;  
 Thence N 07°54'10" W a distance of 28.88 feet;  
 Thence N 04°00'42" W a distance of 101.50 feet;  
 Thence N 00°56'26" E a distance of 94.94 feet;  
 Thence N 14°17'40" W a distance of 43.97 feet;  
 Thence N 33°25'39" W a distance of 81.33 feet;  
 Thence N 16°04'13" W a distance of 134.46 feet;  
 Thence N 09°25'31" W a distance of 71.07 feet;  
 Thence N 06°54'35" E a distance of 137.42 feet to a point of curve;

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Thence Northerly and Easterly along the arc of a curve to the right, said curve having a radius of 50.00 feet, through a central angle of 119°44'04" a distance of 104.49 feet;

Thence N 19°22'51" E a distance of 38.51 feet to point on the arc of a curve, the center of which bears N 19°22'51" E;

Thence Westerly along the arc of a curve to the right, said curve having a radius of 1,200.00 feet, through a central angle of 04°19'46" a distance of 90.67 feet;

Thence N 23°42'36" E a distance of 60.00 feet to a point on the arc of a curve, the center of which bears N 23°42'36" E;

Thence Easterly along the arc of a curve to the left, said curve having a radius of 1,140.00 feet, through a central angle of 31°00'25" a distance of 616.94 feet;

Thence N 82°42'12" E a distance of 31.70 feet to a point of curve;

Thence Easterly and Northerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 79°38'24" a distance of 34.75 feet to a point of reverse curve;

Thence Northerly along the arc of a curve to the right, said curve having a radius of 2,932.50 feet, through a central angle of 02°24'33" a distance of 123.30 feet;

Thence N 05°28'20" E a distance of 76.03 feet to a point of curve;

Thence Northerly along the arc of a curve to the right, said curve having a radius of 392.67 feet, through a central angle of 20°50'13" a distance of 142.80 feet;

Thence N 65°57'35" W a distance of 110.54 feet;

Thence N 52°30'22" W a distance of 525.73 feet;

Thence N 01°41'00" E a distance of 918.01 feet;

Thence N 17°38'16" W a distance of 609.14 feet;

Thence N 39°46'00" E a distance of 102.63 feet;

Thence S 87°30'44" E a distance of 400.00 feet;

Thence S 63°31'41" E a distance of 202.84 feet;

Thence S 03°13'01" E a distance of 527.42 feet to a point on the South line of said Section 23, distant thereon N 88°52'00" W, 1,123.12 feet from the Southeast corner thereof;

Thence continuing S 03°13'01" E a distance of 222.58 feet;

Thence S 32°40'47" E a distance of 435.94 feet;

Thence S 06°35'31" E a distance of 114.00 feet;

Thence S 29°41'17" E a distance of 765.00 feet;

Thence S 45°02'52" E a distance of 666.91 feet;



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Thence S 62°28'12" E a distance of 287.69 feet;  
 Thence S 79°26'27" E a distance of 93.80 feet;  
 Thence S 67°32'55" E a distance of 65.00 feet to a point on the arc of a curve, the center of which bears S 67°32'55" E;  
 Thence Southerly along the arc of a curve to the left, said curve having a radius of 361.04 feet, through a central angle of 59°58'18" a distance of 377.90 feet;  
 Thence S 37°31'13" E a distance of 188.95 feet;  
 Thence S 52°28'47" W a distance of 65.00 feet to a point on the arc of a curve, the center of which bears S 52°28'47" W;  
 Thence Westerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 92°53'05" a distance of 40.53 feet to a point of compound curve;  
 Thence Southwesterly along the arc of a curve to the left, said curve having a radius of 1,167.50 feet, through a central angle of 10°09'28" a distance of 206.98 feet to a point of reverse curve;  
 Thence Southwesterly along the arc of a curve to the right, said curve having a radius of 1,832.50 feet, through a central angle of 16°33'46" a distance of 529.73 feet;  
 Thence S 56°00'00" W a distance of 305.12 feet to a point of curve;  
 Thence Southwesterly along the arc of a curve to the right, said curve having a radius of 2,032.50 feet through a central angle of 04°11'21" a distance of 148.61 feet;  
 Thence S 60°11'21" W a distance of 181.04 feet to a point of curve;  
 Thence Southerly along the arc of a curve to the left, said curve having a radius of 25.00 feet through a central angle of 86°16'28" a distance of 37.64 feet to a point of reverse curve;  
 Thence Southerly along the arc of a curve to the right, said curve having a radius of 792.00 feet through a central angle of 52°25'42" a distance of 724.72 feet;  
 Thence S 26°20'29" W a distance of 74.82 feet to a point of curve;  
 Thence Southerly along the arc of a curve to the left, said curve having a radius of 1,058.00 feet through a central angle of 34°27'57" a distance of 636.43 feet;  
 Thence S 08°07'28" E a distance of 26.38 feet to a point of curve;  
 Thence Southerly and Easterly along the arc of a curve to the left, said curve having a radius of 25.00 feet through a central angle of 89°10'28" a distance of 38.91 feet to a point on the arc of a curve, the center of which bears S 07°17'56" E;

Snoqualmie Ridge  
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Thence Westerly along the arc of a curve to the left, said curve having a radius of 4,625.00 feet, through a central angle of 01°39'49" a distance of 134.29 feet to the True Point of Beginning.

ALSO EXCEPT Lot 2 of Snoqualmie Ridge Short Plat No. 2 as recorded under King County Recording No. 9704079002.

See attached Exhibit "X".

Written by: C.A.F.  
Checked by: M.B.



11-04-97

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EXHIBIT A-2

**LEGAL DESCRIPTION FOR  
SNOQUALMIE RIDGE WELL NOS. 6 & 7  
SANITARY CONTROL AREAS**

**EXHIBIT a**

That portion of the E 1/2 of the SE 1/4 of Section 19, Township 24 North, Range 8 E, W.M., in King County, Washington is described as follows:

Beginning at a point on the south line of Section 19, from which point the southeast corner of said Section 19 bears S 89°03'26"E, a distance of 1,639.94 feet;

Thence along a 520.00-foot radius curve to the left whose center bears N 58°40'45"W, through a central angle of 15°36'00", for an arc distance of 141.58 feet;

Thence N 15°43'15"E, a distance of 116.22 feet;

Thence N 13°47'27"E, a distance of 94.56 feet;

Thence along a 460.00-foot radius curve to the right whose center bears S 76°12'33"E, through a central angle of 32°00'58", for an arc distance of 257.04 feet;

Thence N 45°48'25"E, a distance of 119.75 feet;

Thence along a 500.00-foot radius curve to the left whose center bears N 44°11'35"W, through a central angle of 45°38'14", for an arc distance of 380.81 feet;

Thence N 02°10'11"E, a distance of 67.47 feet; to a point known as Point "A."

Thence N 84°31'55"E, a distance of 640.68 feet; to a point known as Point "B."

Thence N 05°50'15"W, for a distance of 151.91 feet;

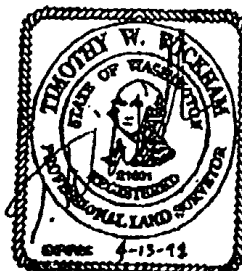
Thence N 33°41'24"E, for a distance of 14.98 feet to a point on the arc of a 100.00-foot radius circle whose center bears N 02°00'37"W. Said point being the terminus of this line and said point hereinafter referred to as Point "C."

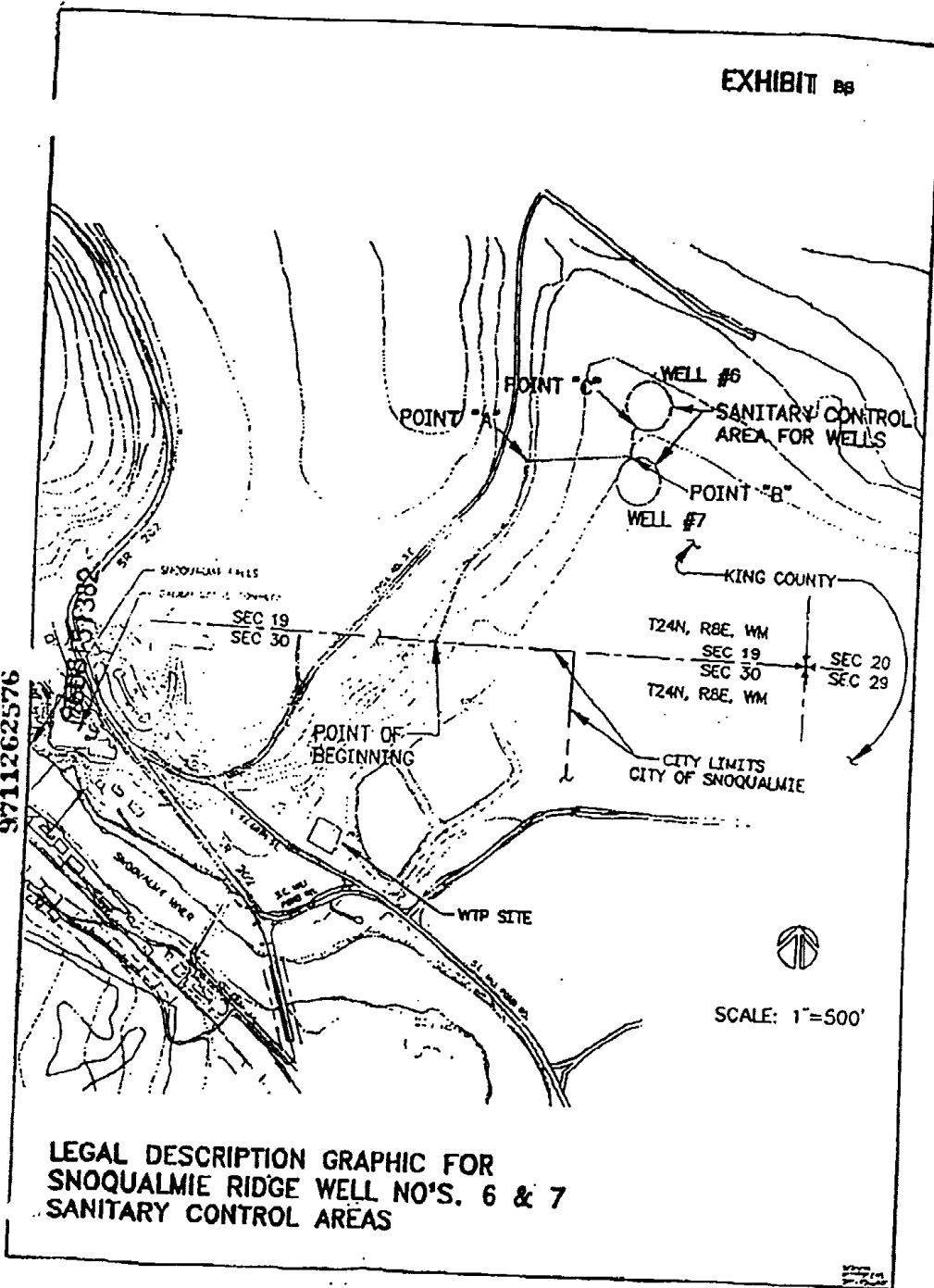
The sanitary control area for Well No. 6 is defined by a 100.00-foot radius circle whose center bears N 02°00'37"W, 100.00 feet from the aforesaid Point "C."

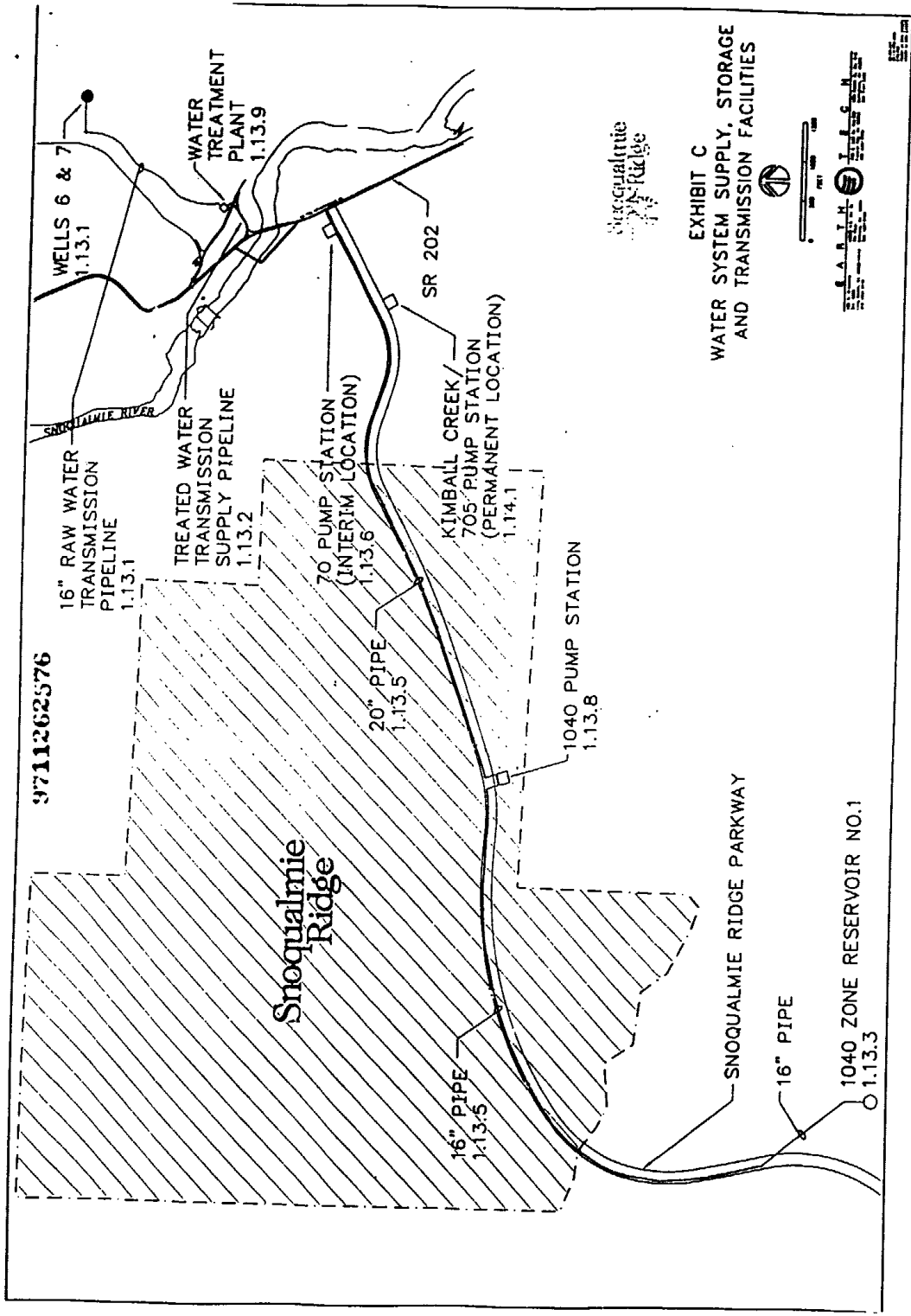
The sanitary control area for Well No. 7 is defined by a 100.00-foot radius circle whose center bears S 05°50'15"E, a distance of 96.3 feet from the aforesaid Point "B."

All situate in King County, Washington.

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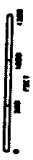






Snoqualmie  
Ridge

EXHIBIT C  
WATER SYSTEM SUPPLY, STORAGE  
AND TRANSMISSION FACILITIES



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16" RAW WATER  
TRANSMISSION  
PIPELINE  
1.13.1

TREATED WATER  
TRANSMISSION  
SUPPLY PIPELINE  
1.13.2

70' PUMP STATION  
(INTERIM LOCATION)  
1.13.6

20" PIPE  
1.13.5

16" PIPE  
1.13.5

1040' PUMP STATION  
1.13.8

KIMBALL CREEK/  
705' PUMP STATION  
(PERMANENT LOCATION)  
1.14.1

SR 202

WELLS 6 & 7  
1.13.1

WATER  
TREATMENT  
PLANT  
1.13.9

SNOQUALMIE RIDGE PARKWAY

1040 ZONE RESERVOIR NO.1  
1.13.3

16" PIPE

EXHIBIT A-3

**SNOQUALMIE RIDGE  
WELL NOS. 6 & 7  
AND RAW WATER TRANSMISSION PIPELINE**

A waterline construction and maintenance easement 30.00 feet in width, lying 10.00 feet westerly of and 20.00 feet easterly of a line described as follows:

Beginning at a point on the south line of Section 19, Township 24 North, Range 8 East, W.M. in King county, Washington, from which point the southeast corner of said Section 19 bears S 89°03'26"E, a distance of 1,639.94 feet;

Thence along a 520.00-foot radius curve to the left whose center bears N 58°40'45"W, through a central angle of 15°36'00", for an arc distance of 141.58 feet;

Thence N 15°43'15"E, a distance of 116.22 feet;

Thence N 13°47'27"E, a distance of 94.56 feet;

Thence along a 460.00-foot radius curve to the right whose center bears S 76°12'33"E, through a central angle of 32°00'58", for an arc distance of 257.04 feet;

Thence N 45°48'25"E, a distance of 119.75 feet;

Thence along a 500.00-foot radius curve to the left whose center bears N 44°11'35"W, through a central angle of 43°38'14", for an arc distance of 200.17 feet;

Then N 02°10'11"E, a distance of 87.47 feet to a point hereinafter referred to as Point "A."

Together with an easement 30.00 feet in width lying 10.00 feet northerly of and 20.00 feet southerly of a line described as follows:

Beginning at the aforesaid Point "A";

Thence N 84°31'55"E, a distance of 640.68 feet to a point hereinafter referred to as Point "B."

Together with an easement 30.00 feet in width lying 20.00 feet westerly of and 10.00 feet easterly of a line described as follows:

Beginning at the aforesaid Point "B";

Thence N 05°50'15"W, for a distance of 151.91 feet;

Thence N 33°41'24"E, for a distance of 14.98 feet to a point on the arc of a 100.00-foot radius circle whose center bears N 02°00'37"W. Said point being the terminus of this waterline description and said point hereinafter referred to as Point "C."

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*Also, together with a sanitary control area easement for Well No. 6, lying within a 100.00-foot radius circle whose center bears N 02°00'37"W, 100.00 feet from the aforesaid Point "C."*

*Also, together with a sanitary control area easement for Well No. 7, lying within a 100.00-foot radius circle whose center bears S 05°50'15"E, a distance of 96.3 feet from the aforesaid Point B.*

*The sidelines to be extended or shortened to begin on the south line of said Section 19 and end on the arc of the 100.00-foot radius circle that bears N 02°00'37"W from said Point "C."*

*All situate in King County, Washington.*

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**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Weyerhaeuser Real Estate Company  
Snoqualmie Ridge  
Job No. 129-05-941-018  
October 15, 1996

**EXHIBIT "A-4"**  
**LEGAL DESCRIPTION FOR**  
**1040 RESERVOIR SITE NUMBER 1**

That portion of the south half of Section 35, Township 24 North, Range 7 East, W.M., King County, Washington, being more particularly described as follows:

COMMENCING at the south quarter corner of said Section 35;

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THENCE along the south line of said southwest quarter of Section 35 as shown on that Record of Survey by ESM, Inc., filed in Volume 84 of Surveys, Page 59, Recording No. 9112029004, Records of King County, Washington, N 88°43'21" W, 1143.21 feet to the centerline of that county road as shown on plans entitled "SR-90 - MP 15.87 to MP 23.73 - East Issaquah Interchange to Echo Lake Interchange", Sheet 22 of 47 dated February 11, 1971;

THENCE along said centerline, N 33°55'04" E, 11.14 feet to a found monument in case which marks said centerline AND is shown on said Record of Survey;

THENCE continuing along said centerline, N 33°55'04" E, 189.06 feet to the northerly margin of county road as shown on said plans and as conveyed to the State of Washington by deed filed under Recording No. 7302260492;

THENCE continuing N 33°55'04" E, 209.26 feet to a point of curvature;

THENCE northeasterly 588.18 feet along the arc of a tangent curve to the left, having a radius of 2000.00 feet, through a central angle of 16°51'00" to a point on said curve;

THENCE S 72°55'56" E, 75.00 feet to the TRUE POINT OF BEGINNING;

THENCE S 73°29'04" E, 55.60 feet;

THENCE S 30°02'22" E, 185.24 feet;

THENCE S 79°05'37" E, 221.58 feet;



Weyerhaeuser Real Estate Company  
 Snoqualmie Ridge Parkway  
 Job No. 129-05-941-018  
 October 15, 1996  
 Page 2

THENCE S 32°19'32" E, 124.20 feet;

THENCE S 12°14'48" E, 269.30 feet to a point of curvature;

THENCE easterly 344.58 feet along the arc of a tangent curve to the left, having a radius of 145.00 feet, through a central angle of 136°09'32";

THENCE S 58°24'20" E, 72.07 feet to a point of curvature;

THENCE northeasterly 138.51 feet along the arc of a tangent curve to the left, having a radius of 64.00 feet, through a central angle of 123°59'56" to a point of tangency;

THENCE N 02°24'16" W, 104.68 feet to a point of curvature;

THENCE northwesterly 77.01 feet along the arc of a tangent curve to the left, having a radius of 81.00 feet, through a central angle of 54°28'29" to a point of tangency;

THENCE N 56°52'45" W, 42.75 feet;

THENCE N 08°24'57" W, 53.33 feet to a point of curvature;

THENCE northwesterly 49.42 feet along the arc of a non-tangent curve to the left, having a radius of 28.00 feet, the radius point of which bears N 57°06'12" W, through a central angle of 101°07'44" to a point of tangency;

THENCE N 68°13'56" W, 15.54 feet;

THENCE S 67°43'55" W, 51.94' feet to Point "A";

THENCE continuing S 67°43'55" W, 68.82 feet;

THENCE N 29°23'23" W, 47.43 feet;

THENCE N 77°43'19" W, 38.43 feet to a point of curvature;

THENCE northwesterly 131.75 feet along the arc of a non-tangent curve to the left, having a radius of 72.00 feet, the radius point of which bears S 59°15'36" W, through a central angle of 104°50'40" to a point of tangency;

THENCE S 44°24'56" W, 42.29 feet;

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Weyerhaeuser Real Estate Company  
Snoqualmie Ridge Parkway  
Job No. 129-05-941-018  
October 15, 1996  
Page 3

THENCE N 32°19'31" W, 178.31 feet;

THENCE N 79°05'37" W, 220.62 feet;

THENCE N 30°02'22" W, 182.92 feet;

THENCE N 73°29'04" W, 71.53 feet to a point of curvature;

THENCE southwesterly 40.00 feet along the arc of a non-tangent curve to the right, having a radius of 2075.00 feet, the radius point of which bears N 74°02'12" W, through a central angle of 01°06'16" to the TRUE POINT OF BEGINNING.

Containing 3.90 acres, more or less.

TOGETHER with a strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

Beginning at said Point "A";

THENCE N 17°14'21" W, 268.97 feet;

THENCE N 03°37'30" W, 62.25 feet;

THENCE N 21°10'17" W, 57.13 feet;

THENCE N 34°05'27" W, 289.20 feet;

THENCE N 27°17'11" W, 208.46 feet to Point "B";

THENCE continuing N 27°17'11" W, 195.91 feet;

THENCE N 30°40'56" W, 426.71 feet;

THENCE N 21°45'50" W, 141.89 feet to the northerly terminus of said centerline description.

The sidelines of said 20 foot strip shall be lengthened or shortened to terminate at a line which bears N 11°01'34" W at said northerly terminus.

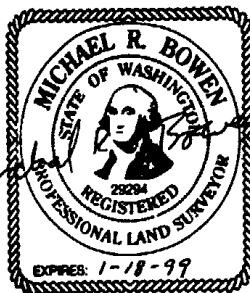
9711262576

Weyerhaeuser Real Estate Company  
Snoqualmie Ridge Parkway  
Job No. 129-05-941-018  
October 15, 1996  
Page 4

TOGETHER with a strip of land 15 feet wide, the northeasterly line of which is the southwesterly line of the above described 20 foot strip, bounded on the south by a line which bears S 62°42'49" W from said Point "B" and on the north by a line which bears S 11°01'34" E from the northerly terminus of the above described centerline

See attached Exhibit "A-4.1".

Written by: M.R.B.  
Checked by: M.R.B./R.J.W.  
legal/1290588



9711262576

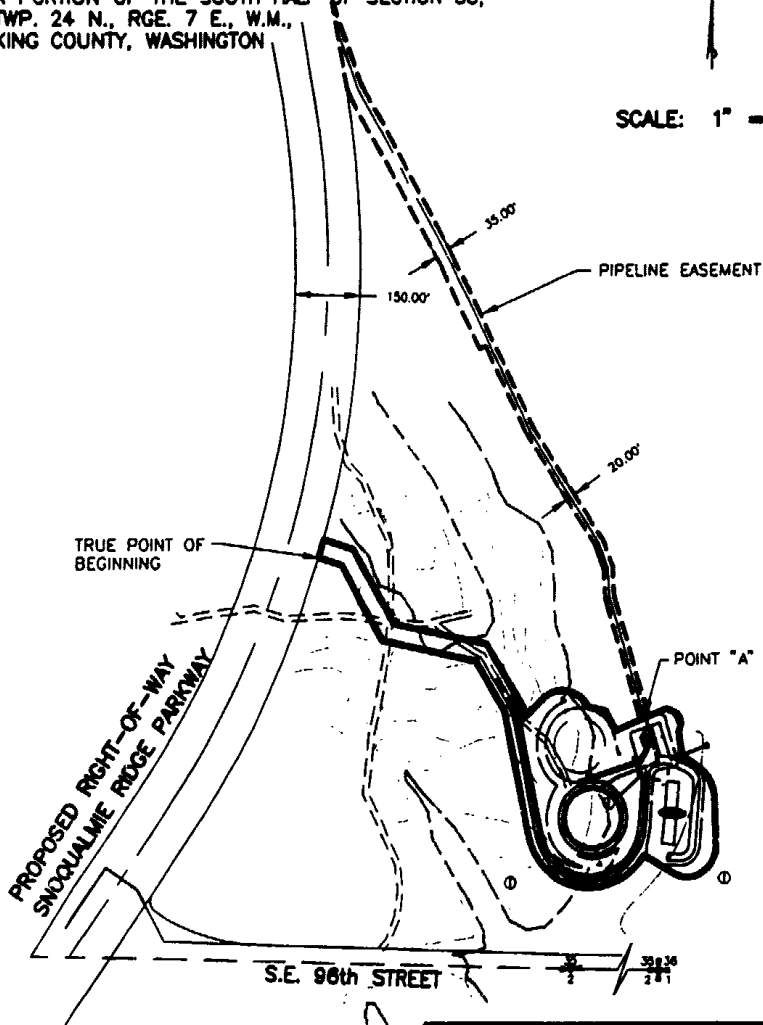
### EXHIBIT "A-4.1"

TO ACCOMPANY LEGAL DESCRIPTION FOR  
1040 RESERVOIR SITE NUMBER 1

A PORTION OF THE SOUTH HALF OF SECTION 35,  
TWP. 24 N., RGE. 7 E., W.M.,  
KING COUNTY, WASHINGTON



SCALE: 1" = 300'



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JOB NO. 129-05-941-018  
 DRAWING NAME : 129\05\EXH-A4  
 DATE : 11-04-97  
 DRAWN : C.A.F. / M.R.B.  
 SHEET 1 OF 1



**ESM Inc.**  
 A GIL BARRON, LEO STONE, AND PETER WATSON ASSOCIATES FIRM  
 720 SO. 346TH STREET  
 FEDERAL WAY, WASHINGTON 98003  
 PHONE: (206) 838-8113

**ESM inc.**



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Snoqualmie Ridge  
Job No. 129-05-941-018  
June 20, 1997

### EXHIBIT "A-5"

#### LEGAL DESCRIPTION FOR 1040 PUMP STATION SITE

That portion of the southwest quarter of Section 25, Township 24 North, Range 7 East, W.M., King County, Washington, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 25, being a 1/2" iron pipe, with tack, as shown on that Record of Survey by ESM, Inc., filed in Volume 84 of Surveys, Page 59, Recording Number 9112029004, Records of King County, Washington;

THENCE along the south line of said southwest quarter, S 87°28'37" East, 1258.75 feet;

THENCE N 00°00'00" E, 131.77 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 00°00'00" E, 124.18 feet;

THENCE N 22°41'12" E, 153.82 feet;

THENCE N 11°41'45" W, 14.40 feet;

THENCE easterly 46.57 feet along the arc of a non-tangent curve to the left, having a radius of 2075.00 feet, the radius point of which bears N 11° 41'45" W, through a central angle of 01°17'09";

THENCE S 22°41'12" W, 135.44 feet;

THENCE S 00°00'00" W, 31.59 feet;

THENCE S 44°48'31" E, 79.77 feet;

THENCE S 90°00'00" E, 261.92 feet;

THENCE S 00°00'00" E, 69.58 feet;

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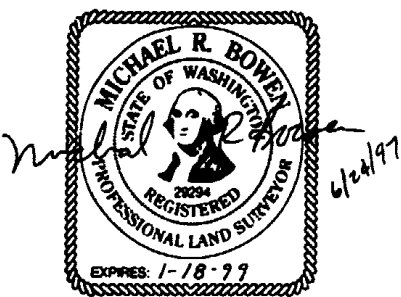
Snoqualmie Ridge  
Job No. 129-05-941-018  
June 20, 1997

THENCE S 88°50'37" W, 367.87 feet to the TRUE POINT OF BEGINNING.

Containing 36,580 feet, more or less.

See attached Exhibit "A-5.1".

Written by: M.R.B.  
Checked by: R.J.W.



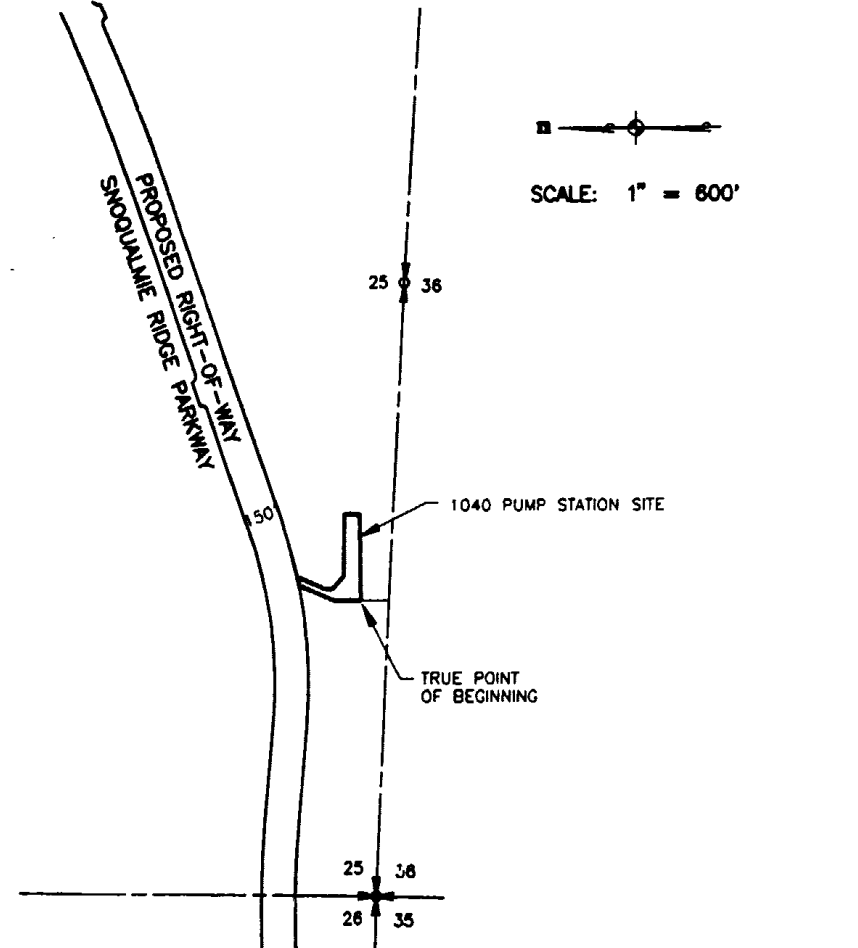
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**EXHIBIT 'A-5.T'**

TO ACCOMPANY LEGAL DESCRIPTION FOR  
THE 1040 PUMP STATION SITE

A PORTION OF THE SOUTH HALF OF SECTION 25,  
TWP. 24 N., RGE. 7 E., W.M.,  
KING COUNTY, WASHINGTON



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JOB NO. 129-05-941-018  
DRAWING NAME : EXH-A5  
DATE : 06-12-97  
DRAWN : M.R.B.  
SHEET 1 OF 1

**ESM inc.**  
1000 WASHINGTON AVE SUITE 200 SEASIDE WA 98138

720 90. 346TH STREET  
 FEDERAL WAY, WASHINGTON 98003  
 PHONE: (206) 836-8113

Exhibit B  
CITY OF SNOQUALMIE WASTEWATER TREATMENT PLANT SITE

That portion of the Northeast quarter of Section 30, Township 24 North, Range 8 East, W.M., King County, Washington, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 30:

THENCE along the North line of said Northeast quarter, N 89°03'26" W, 913.57 feet to the TRUE POINT OF BEGINNING:

THENCE S 00°56'34" W, 654.35 feet to a line 30.00 feet Northwest of and parallel with the centerline of the existing asphalt road serving the Snoqualmie Ridge Treatment Plant;

THENCE along said parallel line Southwesterly 181.05 feet along the arc of a non-tangent curve to the left, having a radius of 390.00 feet, the radius point of which bears S 06°15'13" E, through a central angle of 26°35'52" to a point of tangency;

THENCE continuing along said parallel line, S 57°08'55" W, 71.90 feet to a point of curvature;

THENCE continuing along said parallel line, Southwesterly 92.24 feet along the arc of a tangent curve to the left, having a radius of 1530.00 feet, through a central angle of 03°27'15" to a point of tangency;

THENCE continuing along said parallel line, S 53°41'40" W, 241.00 feet to a point of curvature;

THENCE continuing along said parallel line, Southwesterly 344.73 feet along the arc of a tangent curve to the left, having a radius of 1530.00 feet, through a central angle of 12°54'34" to the Northeasterly margin of S.E. Millpond Road (AKA Asa J. Story Road);

THENCE along said Northeasterly margin, Northwest 242.79 feet along the arc of a non-tangent curve to the left, having a radius of 1939.86 feet, the radius point of which bears S 34°17'01" W, through a central angle of 07°10'16" to a point of tangency;

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THENCE continuing along said Northeasterly margin,  
N 62°53'15" W, 391.94 feet to a point of curvature;

THENCE continuing along said Northeasterly margin,  
Northwesterly 218.81 feet along the arc of a tangent curve to  
the right, having a radius of 924.93 feet, through a central  
angle of 13°33'15" to a point of tangency;

THENCE continuing along said Northeasterly margin,  
N 49°20'00" W, 155.57 feet to a point of curvature;

THENCE continuing along said Northeasterly margin, Northerly  
89.04 feet along the arc of a tangent curve to the right,  
having a radius of 45.00 feet, through a central angle of  
113°22'27" to a point of reverse curvature on the Southeasterly  
margin of Tokul Road S.E. (AKA Adolph Weller County Road);

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THENCE continuing along said Southeasterly margin,  
Northeasterly 214.80 feet along the arc of a tangent curve to  
the left, having a radius of 377.25 feet, through a central  
angle of 32°37'23" to a point of tangency;

THENCE continuing along Southeasterly margin, N 31°25'04" E,  
302.21 feet to a point of curvature;

THENCE continuing along said Southeasterly margin,  
Northeasterly 157.99 feet along the arc of a tangent curve to  
the right, having a radius of 543.14 feet, through a central  
angle of 16°40'00" to a point of tangency;

THENCE continuing along said Southeasterly margin,  
N 48°05'04" E, 117.45 feet to the North line of said Northeast  
quarter of Section 30;

THENCE along said North line, S 89°03'26" E, 1107.79 feet to  
the TRUE POINT OF BEGINNING;

Containing 30.372 acres, more or less, see attached Exhibit  
"R".

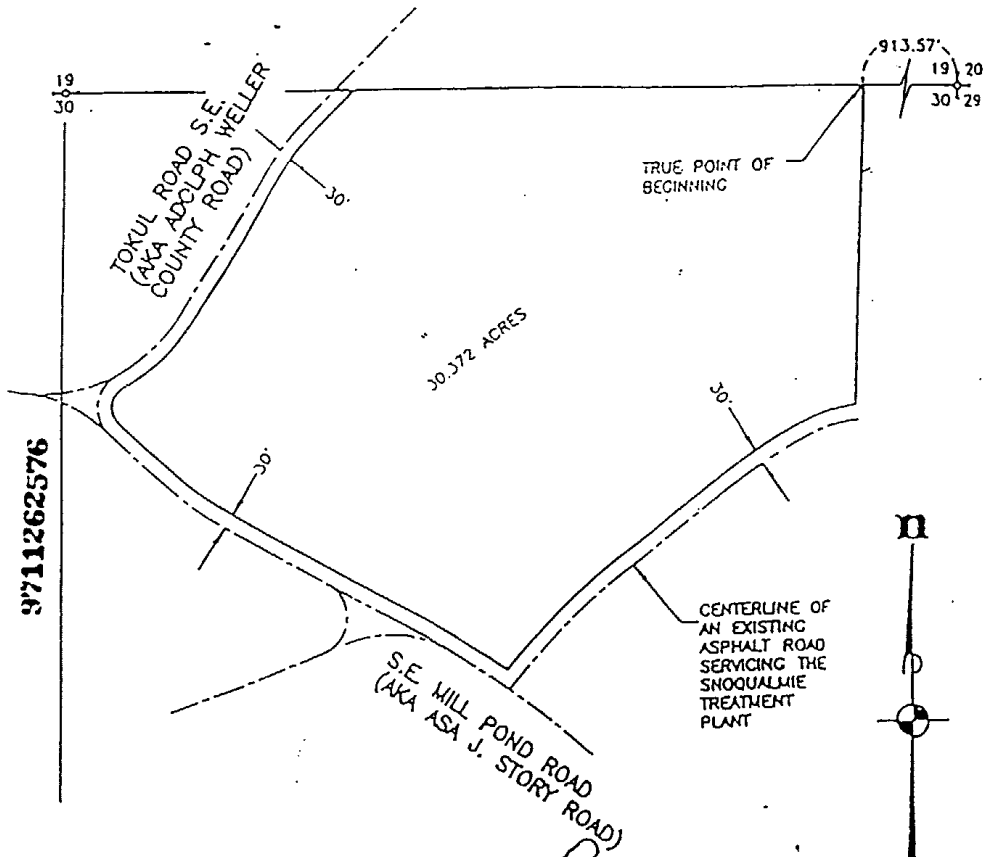
Written by: C.A.G.  
Checked by: R.J.W.

L6:L59



# EXHIBIT "B"

A PORTION OF THE NE 1/4 OF SECTION 30, T. 24 N., R. 8 E., W.M.  
KING COUNTY, WASHINGTON



9711262576



SCALE : 1" = 300'

JOB NO. 129-05-907  
DATE : SEPTEMBER 1990  
DRAWN : C. GRETZNER  
SHEET 1 OF 1

|  |   |
|--|---|
|  | <b>ESM inc.</b>   |
|  | 221 POWELL AVENUE S.W. SUITE 100<br>MONTANA, WASHINGTON 98033 |

EXHIBIT C

9711262576

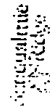
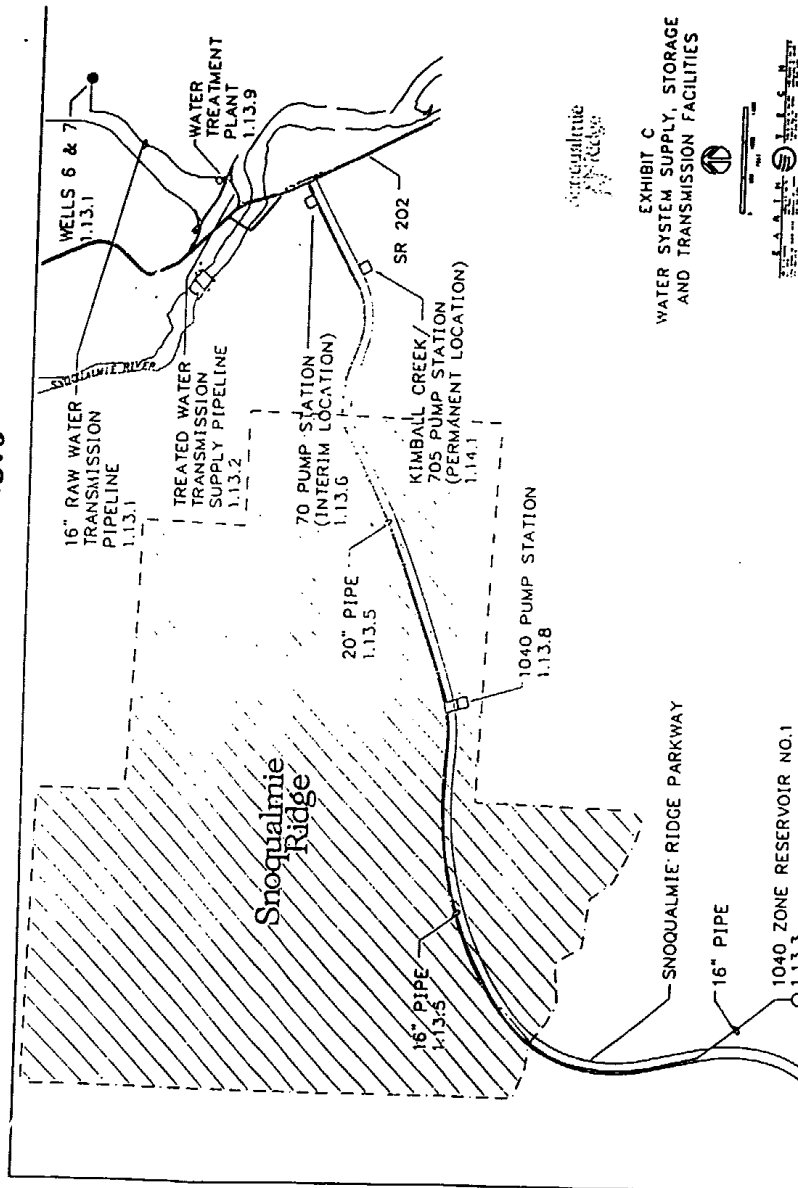


EXHIBIT C  
WATER SYSTEM SUPPLY, STORAGE  
AND TRANSMISSION FACILITIES



DATE  
SCALE

**EXHIBIT D**

**WATER SYSTEM EQUIPMENT AND FIXTURES**

1. The MMI including Wonderware Software and necessary programming currently located at the Public Works Shop will be moved to the Water Treatment Plant upon its completion. This MMI will be augmented by a lap-top which will be used by the current City Public Works Facility or in a Standby mode after normal work hours. This will require one (1) additional phone line. A second lap-top shall be provided for the waste-water treatment plant.

Budget estimate: \$15,000

2. A contract or contracts with Technical Systems, Inc. (TSI), holding them responsible for one year from conveyance to the City for the successful functioning of the individual and interactive overall control system of the City's water, sanitary sewer and Class "A" reclaimed water systems built by WRECO for the City of Snoqualmie under their respective Developer Extension Agreements.

3. Training of City personnel to operate the water system consistent with the standards established for the wastewater treatment plant.

4. Commissioning and startup of the water system consistent with the standards established for the wastewater treatment plant.

5. Intrusion and smoke/fire alarm systems for all water, sanitary sewer and Class A water system buildings including reservoirs and their control cabinets which have not been provided in the plans and specifications. Such alarm systems shall be connected to the MMI's through telemetry or hard wiring. The MMI's shall be programmed to incorporate such alarms into the other alarm/auto-dial system.

Budget estimate: \$5,000

6. One motor controlled valve at the 1040 Reservoir outlet which can be operated manually from the laptop computer through the MMI's.

Budget estimate: \$8,000

7. Laboratory equipment as required for the Water Treatment Plant, including:

- (1) Desk
- (1) Desk Chair
- (1) Table (small)
- (2) Chairs
- (1) Two Drawer File Cabinet
- (1) Waste Basket

9711262576

- (1) Book Case (small)
- (1) Shop Type Storage Cabinet
- (1) Electronic colorimeter for iron and manganese measurement
- (1) Emergency repair Kit "A" for 150 pound Chlorine cylinders
- (1) Self-contained breathing apparatus (SCBA) with 30 minute air supply and non-corrosive wall cabinet, Clear Water Tech spare parts-two each of ozone feed line check valves, air filters and pressure regulators

Budget estimate: \$3,000

8. Two computer stations complete with 17" monitors, laser printers, and preventive maintenance software, such as Data Stream, that is Windows based with dialogue box entry and capable of: a) direct recovery of Wonderware Software produced data; b) generating work orders; c) job cost accounting for all public works activities; d) producing daily, weekly, monthly and annual reports for job activities performed and to be performed by department, employee, and piece of equipment.

Budget estimate: \$16,000, one half to be paid under the Utilities Maintenance and Operation Shortfall Agreement.

The budget estimates are for purposes of indicating the general scope of the equipment and fixtures described. Actual costs may be lower or higher than estimated, but the City and WRECO agree to find the most economical solution to provide this equipment and fixtures.

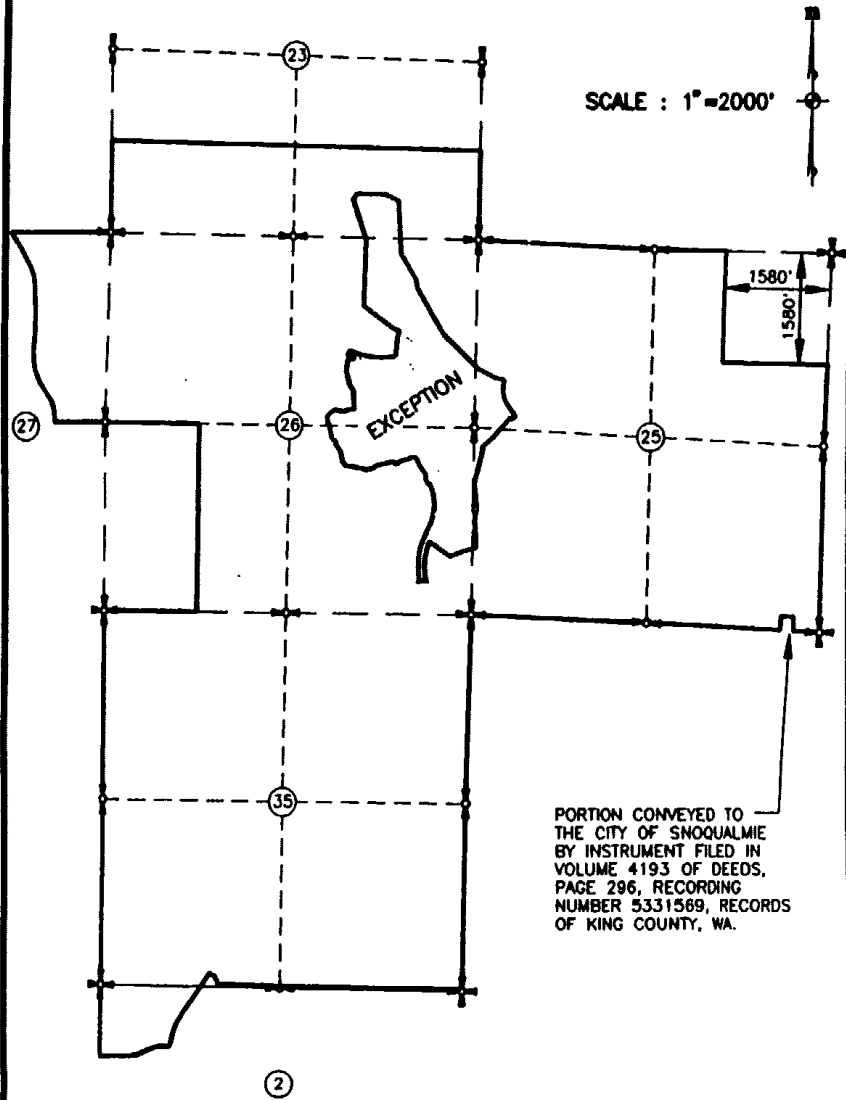
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### EXHIBIT "X"

TO ACCOMPANY LEGAL DESCRIPTION FOR REMAINDER

A PORTION OF SECTIONS 23, 25, 26, 27 AND 35, T. 24 N., R. 7 E., W.M.  
AND SECTION 2, T. 23 N., R. 7 E., W.M., KING COUNTY, WASHINGTON

9711262576



SCALE : 1" = 2000'

EXCEPTION

1580'  
1580'

PORTION CONVEYED TO  
THE CITY OF SNOQUALMIE  
BY INSTRUMENT FILED IN  
VOLUME 4193 OF DEEDS,  
PAGE 296, RECORDING  
NUMBER 5331589, RECORDS  
OF KING COUNTY, WA.

**ESM Inc.**  
 720 S. 348th STREET  
 FEDERAL WAY, WASHINGTON 98003  
 PHONE : (206) 838-6113

JOB NO. 129-05-941-017  
DRAWING NAME : 129\05\941\EXH-B1  
DATE : 04-24-97  
DRAWN : R.J.W./C.A.F.  
SHEET 1 OF 1

**BILL OF SALE  
FOR SNOQUALMIE RIDGE WATER SYSTEM  
AND RELATED IMPROVEMENTS**

WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation, (“WRECO”), in consideration of compliance with Sections 2.1.9 and 2.1.10 of the Snoqualmie Ridge Water System Developer Extension Agreement, dated November 19, 1997 (“Developer Extension Agreement”), does by these presents, grant, bargain, sell and deliver unto the CITY OF SNOQUALMIE (the “City”) all those improvements more specifically described in **EXHIBIT A**, attached hereto and incorporated herein by this reference.

WRECO, for its successors, heirs, executors, administrators and assigns, covenants and agrees to and with the City that: (1) WRECO is the owner of such personal property and has good right and full authority to grant the same, and that it will warrant and defend the grant hereby made unto the City, its successors, and assigns, against all and every person or persons, whomsoever, lawfully claiming the same; (2) WRECO provides more specific warranties as set forth in **EXHIBIT B** attached hereto and incorporated herein by this reference, and as agreed upon in Section 2.1.10 of the Developer Extension Agreement; and (3) to the extent that some elements of work are still being finalized, as identified in **EXHIBIT C** which is incorporated herein by this reference, and some bills for work completed are yet to be paid, as estimated in the Statement of Costs attached to the Affidavit of Completion of Work and Payment of Costs, WRECO will provide a bond to the City for 150% of the cost of completion of those elements yet to be paid for or completed.

EXECUTED this 23 day of February, 1998.

**WEYERHAEUSER REAL ESTATE COMPANY**

By James A. Nyberg  
James A. Nyberg  
Its Assistant Vice President

## EXHIBIT A

### LIST OF IMPROVEMENTS

1. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Wells 6 and 7 and Raw Water Transmission Pipelines, April 1996, prepared by Earth Tech, Inc.
2. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Water Treatment Plant, prepared by Earth Tech, Inc., and approved by the City on February 13, 1997.
3. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Treated Water Transmission Supply Pipeline, June 1996, prepared by Earth Tech, Inc.
4. Plan entitled Snoqualmie Ridge Water System Transmission Pipeline Connection Detail, 1 sheet prepared by Earth Tech, Inc., and approved by the City on December 29, 1997.
5. Sheets 36 through 39 and 59 through 77 of a plan set entitled Phase 3 Construction Plans for Snoqualmie Ridge Parkway and Related Improvements, July 1996, prepared by ESM, Inc., which constitute domestic water supply distribution pipeline located within the Snoqualmie Parkway (the "Parkway Water Lines") and including pipelines within SR-202.
6. Plans and specifications entitled 705 Zone Pump Station and Pipeline, prepared by Earth Tech, Inc., for the 705 Pump Station Facility, submitted to and approved by the City on August 10, 1995, excepting pipelines shown in this set of plans and specifications, which have not been built.
7. 705 pump facilities, mechanical and electrical appurtenances, and water pipeline improvements only from the plans and specifications entitled City of Snoqualmie, Wastewater Facility Improvements, Kimball Creek Pump Station/705 Pump Station, prepared by KCM, Inc., and approved by the City on June 19 and 23, 1997.
8. Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Pump Station, prepared by Earth Tech, Inc., and approved by the City on January 30, 1997.
9. Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Zone Reservoir No. 1, May 1996, prepared by Earth Tech, Inc.



10. Plans and specifications for the potable water system portion of the Monitoring and Control Systems for the Snoqualmie Ridge Water System and Class A System, prepared by Earth Tech, Inc., and approved by the City on November 20, 1997.

## EXHIBIT B

### WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties in the Snoqualmie Ridge Water System Developer Extension Agreement (“Developer Extension Agreement”), WRECO warrants that work performed in construction of the Snoqualmie Ridge Water System (“Water System”) conforms to the requirements of the Developer Extension Agreement and is free of any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers.

(b) This warranty shall continue for a period of one (1) year from the date of conveyance to the City of the Water System components identified in the Bill of Sale, provided, however, that i) for equipment and work identified in **EXHIBIT C ATTACHMENT C-2**, the warranty shall continue for a period of one (1) year from the date that the Water Treatment Plant is completed consistent with plans and specifications and approved as ready for operation by the City, which approval shall not be unreasonably withheld, and ii) for the Water System improvements within the Parkway, the warranty shall run for a period of one (1) year from the date that the final lift is completed, and iii) for the 705 connection described in **Exhibit C Attachment C-3**, the warranty shall run for a period of one (1) year from the date that the change over from the 599 zone to the 705 zone is accomplished.

(c) During the warranty period, WRECO shall remedy at its expense any failure to conform, or any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers. WRECO shall complete the remaining work items listed in **EXHIBIT C** with due diligence, and that work shall also be covered by this warranty. WRECO shall correct such other deficiencies in the Facilities’ construction and/or equipment that become apparent during the warranty period, provided that WRECO and the City agree that an identified correction is reasonable and necessary to the proper functioning of the Facilities as agreed to in the Developer Extension Agreement. Nothing in this Warranty shall be construed to amend, change, or expand the scope of the Facilities agreed to in the Developer Extension Agreement.

Nothing in this agreement shall limit WRECO’s right to direct that remedial work be performed by its contractors, subcontractors, or suppliers, or that WRECO be reimbursed by the same, as may be provided by contract or warranty between WRECO and its contractors, subcontractors and suppliers. In addition, WRECO shall remedy at its expense any damage to City-owned or controlled real or personal property when that damage is the result of:

1. WRECO's failure to conform to requirements of the Developer Extension Agreement; or
2. Any defect in material or workmanship furnished.

(d) The City shall notify WRECO, in writing, within a reasonable time not to exceed 30 days after the discovery of any failure, defect, or damage. The notice shall include a reasonable time stated for completion of the repair work. WRECO shall start work to remedy such defects within a reasonable time of written notice of discovery thereof by the City and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay, where loss of services may result, or in the interest of public safety, such corrections may be made by the City, in which case the cost shall be borne by WRECO. In such case, the City shall provide written notice to WRECO and include a cost estimate of the work to be performed by the City. In the event WRECO does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by WRECO.

(e) Pursuant to Section 2.1.10.3 of the Developer Extension Agreement, WRECO hereby assigns to the City the right to enforce all contractual warranties, express or implied, granted to WRECO from contractors, subcontractors, or suppliers for work performed and materials furnished for construction or equipping of the Water System, to the extent that such assignment is consistent with the terms of said warranty(ies). The City and WRECO will cooperate as necessary to enforce all applicable warranty provisions.

(f) Unless a defect is caused by negligence of WRECO, its contractors, subcontractors or suppliers at any tier, WRECO shall not be liable for the repair of any defects of material or design furnished by the City, nor for the repair of any damage that results from any defect in City-furnished material, design, or operation.

**EXHIBIT C**  
**ELEMENTS TO BE COMPLETED**

- A. As Built Record Drawings to be submitted within 30 days of conveyance (See **ATTACHMENT C-1**)
- B. Water Treatment Plant to be completed consistent with Plans and Specifications (See **ATTACHMENT C-2**)
- C. Change over from 599 Zone to 705 Zone to be completed and PRVs to be installed and operational (See **ATTACHMENT C-3**)
- D. 1040 Reservoir to be completed consistent with Plans and Specifications (See **ATTACHMENT C-4**)
- E. Finish Punchlist items for individual Water System facilities (To be provided by the City following inspection)
- F. Work with City to install FF&E per **EXHIBIT D** to the Snoqualmie Ridge Water System Developer Extension Agreement

**ATTACHMENT C-1**  
**AS BUILT RECORD DRAWINGS**

Earth Tech, Inc. and ESM, Inc. are proceeding with As Built Record Drawings (As Builts) for the Water System, and have assured WRECO that As Builts will be issued within 30 days of conveyance for those components of the Water System that are completed.

**Action:** Earth Tech, Inc. will provide As Builts and certification to DOH that construction of all components of the Water System, except for water lines in the Parkway, complied with the approved plans and specifications. The Parkway lines shall be certified by KBA. ESM, Inc. will provide As Builts for the lines in the Parkway.

## ATTACHMENT C-2

### WATER TREATMENT PLANT PLANS & SPECIFICATIONS

The work required to complete construction of the Water Treatment Plant includes:

- Installation of ozone contact tanks and interconnecting piping
- Completion of installation of electrical panels and wiring
- Exterior finish grading and landscaping
- Pressure testing and disinfection of the ozone contact tanks, pressure filter tanks, and process piping
- Completion of the of Monitoring and Control System for Potable Water System
- Startup and testing of operation
- Training of City Staff
- Punch list items identified by the City as a result of final inspection following completion of construction

**Action:** WRECO will cause the construction work to be completed in accordance with the Plans and Specifications entitled “Snoqualmie Ridge Water Supply System - Water Treatment Plant, February 1997, prepared by Earth Tech, Inc., and approved by the City Engineer on February 13, 1997.

Pressure testing, disinfection, and startup and testing of operations will be performed in accordance with procedures to be identified and documented by WRECO and reviewed and approved by the City, as provided in **EXHIBIT D SECTION 4** of the Snoqualmie Ridge Water System Developer Extension Agreement.

WRECO will cause the construction of the Water Treatment Plant to be completed and the operation of the process components to be adjusted as required to produce treated water that complies with the maximum containment levels defined by WAC 246-290-310 for iron (Fe) and Manganese (Mn).

WRECO will cause the potable water system Monitoring and Control System to be installed and tested consistent with **EXHIBIT D SECTION 2** of the Snoqualmie Ridge Water System Developer Extension Agreement.

**ATTACHMENT C-3**  
**599 ZONE TO 705 ZONE CHANGE OVER**

The connection of the Water Treatment Plant and wells on the north side of the Snoqualmie River to the new Snoqualmie Ridge Water Supply System (pipeline along SR 202 and Snoqualmie Parkway, 1040 Pump Station, and 1040 Reservoir) on the south side of the river will be accomplished by the construction shown on the plan entitled “Snoqualmie Ridge Water Supply System - Transmission Pipeline Connection Detail, December 1997” prepared by Earth Tech, Inc., and approved by the City Engineer on December 29, 1997. Since this connection will convert the existing pipeline on the SR 202 bridge and along SR 202 north of the bridge from the existing 599 Zone to the new 705 Zone, pressure reducing valves must be installed on all services north of the bridge before the connection is completed.

**Action:** WRECO will cause construction of the pressure reducing valves as described in the memorandum dated January 8, 1998, to Bob Hanson, City of Snoqualmie, from George Nordby, Earth Tech, Inc., regarding Pressure Reduction for Salish Lodge and Related Services at no cost to the City. After such valves are installed, tested and approved by the Salish Lodge, Puget Sound Energy and the City of Snoqualmie, WRECO will cause construction of the connection shown on the plan referenced above at no cost to the City. The connection shall be undertaken consistent with a Water Treatment Plant Facilities Phase 2 Activation Plan being prepared by Earth Tech, Inc., subject to the City’s approval, which shall not be unreasonably withheld.

**SUBJECT:** Pressure Reduction for Salish Lodge and Related Services

**TO:** Bob Hanson, City of Snoqualmie

**DATE:** January 8, 1998

**FROM:** George Nordby

We have completed our investigation of the subject pressure reduction requirements. This has included acquiring data and information from PSE and Salish Lodge. It is our recommendation that the Salish Lodge be responsible for installation of six pressure reducing valve assemblies as specified on the attached sketches titled Salish Lodge PRV Additions. Five of the PRV assemblies will be installed outdoors downstream of the existing City meters (see attached site plan). The remaining PRV assembly will serve the Lodge itself and will be installed in a room where the 4-inch building service enters the building. This procedure will eliminate the need for RCI to perform work on private property and the associated liability and will place the complete responsibility for management of service shut down PRV assembly with the Salish Lodge.

Kathryn Dennis of Weyerhaeuser has advised me that they approve of our above recommendation. They require a minimum of two plumbing contractor quotes from the Salish Lodge for review. Upon Weyerhaeuser approval of a plumbing contractor and the associated terms and conditions, the Salish Lodge will be authorized to perform the work which will be paid for by Weyerhaeuser.

APPROVED:

  
City of Snoqualmie

1/8/98  
Date



## ATTACHMENT C-4 1040 RESERVOIR

The 1040 Reservoir structure is substantially complete. Some site work remains to be completed consistent with the plans and specifications and applicable King County permits. Work that remains to be completed includes erecting a fence around the site perimeter, providing an easement for access from 96th street, and conversion of the construction sedimentation pond to a permanent water quality detention pond.

**Action:** WRECO will cause the 1040 Reservoir construction and site work to be completed consistent with plans and specifications and County permits, at no cost to the City.

**AFFIDAVIT OF COMPLETION OF WORK  
AND PAYMENT OF COSTS**

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

I, James C. Nyberg, Assistant Vice President of Weyerhaeuser Real Estate Company ("WRECO"), of the City of Federal Way, County of King, and State of Washington, being first duly sworn upon oath, deposes and says that:

(1) WRECO is the present owner and developer of the Snoqualmie Ridge Water System;

(2) The improvements described on **EXHIBIT A** to the Bill of Sale (the "Facilities") have been completed in accordance with the plans and specifications listed therein with the exception of the Water Treatment Plant, which is not yet complete;

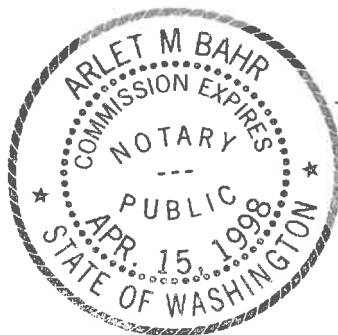
(3) All bills for labor and material incurred in the construction of the Facilities have been fully paid and satisfied, except for the items indicated in the "Snoqualmie Ridge Water System Estimated Total Cost," attached hereto as **ATTACHMENT 1**;

(4) There are no liens of any kind or character against the Facilities for labor performed or material furnished unless noted above; and

(5) WRECO agrees to pay all outstanding invoices and hold the City harmless against any lien claims arising from the furnishing of labor and materials for the Facilities.

*James C. Nyberg*

SUBSCRIBED AND SWORN to before me this 23<sup>rd</sup> day of February, 1998.



*Arlet M. Bahr*

Printed Name Arlet M. Bahr  
NOTARY PUBLIC in and for the State of Washington,  
residing at Pierce County  
My Commission Expires 4/15/98

# WEYERHAEUSER REAL ESTATE COMPANY

## WATER SYSTEM

### ESTIMATED TOTAL COST

| Cost Center   | Cost Code      | Item Description                             | Invoiced Costs     | Estimated To Complete |
|---------------|----------------|--|--------------------|-----------------------|
| 2104531       | All            | Water Supply Source                          | 1,616,695          | 729,392               |
| 2104532       | Various        | 1040 Reservoir                               | 1,823,847          | 273,153               |
| 2104533       | All            | Water Transmission (705 & 1040 Pump Station) | 2,543,886          | 343,701               |
| 2104611       | 146000         | 1040 Pump Station-Landscaping                | -                  | 38,400                |
| 2104621       | All applicable | Project Management- Prop. Distribution       | 1,496,768          | 98,029                |
| 2104621       | 130202.02&3    | City of Snoqualmie Services / Bonds / Fees   | 180,517            | 26,106                |
| 2104622       | All applicable | General Site- Proportional Distribution      | 638,564            | 77,414                |
| <b>Totals</b> |                |  | <b>\$8,300,277</b> | <b>\$1,586,195</b>    |

**TOTAL ESTIMATED COST: \$9,886,473**

**BILL OF SALE  
FOR SNOQUALMIE WASTEWATER TREATMENT FACILITIES  
AND RELATED IMPROVEMENTS**

WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation, ("WRECO"), in consideration of compliance with Sections 2.1.11 and 2.1.12 of the Snoqualmie Wastewater Treatment Facilities Developer Extension Agreement dated August 16, 1996 ("Developer Extension Agreement"), does by these presents, grant, bargain, sell and deliver unto the CITY OF SNOQUALMIE (the "City") all those improvements more specifically described in **EXHIBIT A**, attached hereto and incorporated herein by this reference.

WRECO, for its successors, heirs, executors, administrators and assigns, covenants and agrees to and with the City that: (1) WRECO is the owner of such personal property and has good right and full authority to grant the same, and that it will warrant and defend the grant hereby made unto the City, its successors, and assigns, against all and every person or persons, whomsoever, lawfully claiming the same; (2) WRECO provides more specific warranties as set forth in **EXHIBIT B** attached hereto and incorporated herein by this reference, and as agreed upon in Section 2.1.12 of the Developer Extension Agreement; and (3) to the extent that some elements of work are still being finalized, as identified in **EXHIBIT C** which is incorporated herein by this reference, and some bills for work completed are yet to be paid, as estimated in the Statement of Costs attached to the Affidavit of Completion of Work and Payment of Costs, WRECO will provide a bond to the City for 150% of the cost of completion of those elements yet to be paid for or completed.

EXECUTED this 9<sup>th</sup> day of February, 1998.

**WEYERHAEUSER REAL ESTATE COMPANY**

By James A. Nyberg  
James A. Nyberg  
Its Assistant Vice President

## EXHIBIT A

### LIST OF IMPROVEMENTS

1. Improvements described in plans and specifications entitled City of Snoqualmie, Washington, Wastewater Facility Improvements, Wastewater Treatment Plant, June, 1996, prepared by KCM, Inc., with such modifications as have been approved by the City Engineer as of the date of conveyance.

2. Plans and specifications entitled City of Snoqualmie, Washington, Wastewater Facility Improvements, Pipelines and Outfalls, June 1996, prepared by KCM, Inc.

3. Algae sweepers described in **EXHIBIT C-1** of the Snoqualmie Wastewater Treatment Facilities Developer Extension Agreement.

4. Sanitary sewer improvements described in Sheets 37 through 39 and 66 through 77 of 86 of a plan set entitled Phase 3 Construction Plans for Snoqualmie Ridge Parkway and Related Improvements, prepared by ESM, Inc. with such modifications as have been approved by the City Engineer as of the date of conveyance.

Improvements described in plans and specifications entitled Class A Transmission Pipeline, June 1996, prepared by Earth Tech, will be delivered to the City by a separate Bill of Sale. Furniture, fixtures, and equipment are covered by the bond accompanying this Bill of Sale, and will be obtained as provided by **EXHIBIT C-1** of the Snoqualmie Wastewater Treatment Facilities Developer Extension Agreement.

## EXHIBIT B

### WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties in the Snoqualmie Ridge Wastewater Treatment Facilities Developer Extension Agreement (“Developer Extension Agreement”), WRECO warrants that work performed in construction of the Snoqualmie Ridge Wastewater Treatment Facilities (“Wastewater Facilities”) conforms to the requirements of the Developer Extension Agreement and is free of any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers.

(b) This warranty shall continue for a period of one (1) year from the date of conveyance of the Wastewater Facilities to the City; provided, however, that for equipment and work identified in **EXHIBIT C ATTACHMENTS C, E and F**, the warranty shall continue for a period of one (1) year from the date that existing problems are resolved and the equipment is operating with the City’s approval, which shall not be unreasonably withheld.

(c) During the warranty period, WRECO shall remedy at its expense any failure to conform, or any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers. WRECO shall complete the remaining work items listed in **EXHIBIT C** with due diligence, and that work shall also be covered by this warranty. WRECO shall correct such other deficiencies in the Facilities’ construction and/or equipment that become apparent during the warranty period, provided that WRECO and the City agree that an identified correction is reasonable and necessary to the proper functioning of the Facilities as agreed to in the Developer Extension Agreement. Nothing in this Warranty shall be construed to amend, change, or expand the scope of the Facilities agreed to in the Developer Extension Agreement.

Nothing in this agreement shall limit WRECO’s right to direct that remedial work be performed by its contractors, subcontractors, or suppliers, or that WRECO be reimbursed by the same, as may be provided by contract or warranty between WRECO and its contractors, subcontractors and suppliers. In addition, WRECO shall remedy at its expense any damage to City-owned or controlled real or personal property when that damage is the result of:

- (1) WRECO’s failure to conform to requirements of the Developer Extension Agreement; or
- (2) Any defect in material or workmanship furnished.

(d) The City shall notify WRECO, in writing, within a reasonable time not to exceed 30 days after the discovery of any failure, defect, or damage. The notice shall include a reasonable time stated for completion of the repair work. WRECO shall start work to remedy such defects within a reasonable time of written notice of discovery thereof by the City and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay, where loss of services may result, or in the interest of public safety, such corrections may be made by the City, in which case the cost shall be borne by WRECO. In such case, the City shall provide written notice to WRECO and include a cost estimate of the work to be performed by the City. In the event WRECO does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by WRECO.

(e) Pursuant to Section 2.1.12 of the Developer Extension Agreement, WRECO hereby assigns to the City the right to enforce all contractual warranties, express or implied, granted to WRECO from contractors, subcontractors, or suppliers for work performed and materials furnished for construction or equipping of the Wastewater Facilities, to the extent that such assignment is consistent with the terms of said warranty(ies). The City and WRECO will cooperate as necessary to enforce all applicable warranty provisions.

(f) Unless a defect is caused by negligence of WRECO, its contractors, subcontractors or suppliers at any tier, WRECO shall not be liable for the repair of any defects of material or design furnished by the City, nor for the repair of any damage that results from any defect in City-furnished material, design, or operation.

## **EXHIBIT C ELEMENTS TO BE COMPLETED**

- A. As Built Record Drawings to be submitted within 30 days of conveyance (See Attachment A)
- B. Assure proper functioning of non-potable water system (Synchro-Flow Pumps) (See Attachment B)
- C. Assure filter reliability (See Attachment C)
- D. Well abandonment to be performed according to Plan (See Attachment D)
- E. Comply with PSAPCA odor control requirements (See Attachment E)
- F. Sand Filter By-Pass (See Attachment F)
- G. Finish punchlist items from December 15 letter and City's punchlist (See Attachment G)
- H. Work with City to install FF&E, according to Exhibit C-1 to the WWTP Developer Extension Agreement



## ATTACHMENT A

### AS BUILT RECORD DRAWINGS

KCM and EISI are proceeding with As Built Record Drawings (As Builts) for the WWTP. Jim Santroch has assured WRECO that KCM drawings will be issued within 30 days of conveyance. The Cutler Hammer electrical schematics for the MCC's have been hand-marked to show the corrections made during startup, and if necessary will be submitted with the DOE certification.

**Action:** Howard Woodward is working with KCM, RCI and Cutler Hammer to determine the best method to obtain final record drawings of electrical schematics. If drawings are not forthcoming from Cutler Hammer, WRECO will cause final As Builts to be prepared, at no expense to the City, within 180 days.

## ATTACHMENT B

### NON-POTABLE WATER PUMPS (Synchro-Flow Pumps)

The Synchro-Flow pump representative, Mr. Dave McIver, of Dave's Pump Service, was on site January 19, 1998 to review the observations made by J. Santroch and H. Woodward that the pumps were not operating on their flow curve. Messrs. Santroch, Woodward, Hallam and Thompson (RCI) were on hand. Mr. McIver tested the pumping system and agreed that the flow rate was not matching the pump curve. In reviewing the installation, he found that the flow direction arrow on the flow element was aligned 90 degrees to the direction of flow. This was causing the flow indicator to read low. The element was re-oriented and testing resumed. Each pump was tested at 160 gpm and confirmed that it was operating on its flow curve. Both pumps were operated at a total flow of 225 gpm and the suction pressure switch was adjusted to allow for proper operation.

*It was agreed by all parties that the pump system appeared to be operating properly.* Mr. Thompson requested copies of the manuals for the pressure reducing valves that should have been included in the original manuals. Mr. McIver said he would provide them.

**Action:** WRECO will obtain missing instruction manuals. H. Woodward will continue to monitor meter readings of the system and work with the plant operators for the next month to ensure that the pumping system operates properly. During the warranty period, a Weyerhaeuser representative will respond to future problems if requested by the City.

## ATTACHMENT C EIMCO FILTERS

Mr. Dave Zwahlen of EIMCO was on site January 19, 1998, to review filter blinding problems, interlocking problems, and to add alarm indicating lights. Chlorination of the filters had been performed on January 16, 1998, by COS operators Allemand and Mounsey. Mr. Zwahlen found a cracked circuit board and has made PLC program changes to correct observed interlocking problems and to add the new indicating lights. The filters were air scoured and backwashed but blinding was again observed. The filters were drained for further inspection. Mr. Zwahlen is continuing testing on January 20, 1998.

**Action:** The cracked circuit board will be repaired or replaced. The new alarm indicator lights and the interlocking changes will be tested to assure they function properly. Mr. Zwahlen has corrected a logic problem that stopped backwashing on high level. More information will be available after testing is complete.

Weyerhaeuser will cause the sand blinding problem to be resolved so that the filtration system meets contract specifications, at no cost to the City. If the EIMCO filter system cannot be made to function properly during the applicable warranty period(s), WRECO may cause a substitute filter system to be installed at no cost to the City. Any substitute filter system must be mutually acceptable to WRECO and the City.

## ATTACHMENT D

### WELL DECOMMISSIONING

The WWTP plans and specifications included decommissioning one water well on the WWTP site. At a recent on-site meeting between the WRECO construction team and consultants, City staff, and Rod Thompson from DOE, it was agreed that the well would be decommissioned using a two stage perforation and pressure grouting technique. The work will require cutting power to the immediate area for safety reasons. WRECO will work with the City to schedule the work to coincide with the City's move from the trailer to the WWTP operations building so that power to the trailer will not need to be reinstated. Once the work is completed, Puget Sound Energy will reconnect power to the lagoon pumps.

**Action:** WRECO will disinfect the well with chlorine, and then will decommission the well using the above-described approach.

## ATTACHMENT E

### ODOR CONTROL OF HEADWORKS

Weyerhaeuser has agreed to comply with PSAPCA requirements for odor control, conditioned upon its reservation of right to appeal such requirements. Claude Williams, a PSAPCA engineer, toured the WWTP and has determined that capture and control of odors is only needed at the headworks. He has specified that odor control consist of replacing the open grid walkways at the headworks with solid covers, and then running the exhausts through an odor control device.

Weyerhaeuser has requested that KCM provide an engineers estimate for covering the open grid walkways, and for two alternative odor control devices: i) a charcoal filter; and ii) a wet scrubber. Once KCM has provided an estimate, Weyerhaeuser will make a determination between the following two alternatives. First, Weyerhaeuser may select an odor control device for submittal to PSAPCA, subject to the City's approval which will not be unreasonably withheld, taking into account the following factors: a) cost of installation, and b) cost of operation and maintenance. Second, WRECO reserves the right to appeal PSAPCA's requirement to install odor control now. In deciding whether to appeal, WRECO will consider installation cost, and the fact that the WWTP was designed to avoid odor problems through proper maintenance and operation. If odor control is not installed now, PSAPCA has the right to require odor control in the future in response to problems. WRECO will install required odor control if problems arise during the warranty period.

**Action:** KCM needs to complete the estimate for Weyerhaeuser review prior to commissioning of engineering. Thereafter WRECO will proceed as described above.

## ATTACHMENT F

### SAND FILTER BY-PASS

In conducting tests of the WWTP and the KCPS, it has become apparent that certain combinations of events could result in unfiltered effluent being pumped through the Class A system. This could occur, for example, if the filtration system were partially blinded and a large quantity of sewage were received. Another possibility that could trigger the bypass is if the KCPS were pumping at maximum capacity and the WWTP in-plant pump came on simultaneously. These circumstances could cause the secondary effluent structure to overflow, resulting in unfiltered effluent mixing with the filtered effluent.

**Action:** It is unacceptable for the Class A system to receive unfiltered effluent. WRECO will work with the design engineer and the City to determine the full extent of the problem and develop a plan to resolve it. WRECO will then implement agreed upon corrections to the system at no cost to the City. The Class A system will not be operated to pump filtered effluent until the problem has been corrected and the Department of Health has certified the Class A system.

## ATTACHMENT G

December 15, 1997  
(Jim Bragg/Jim Santroch)

### Correct Deficiencies

1. Complete Tom Walker's and EISI punch lists
2. ~~Complete PIR 37. Unit heater controls (Howard Woodward to work with Madsen)~~
3. ~~Complete PIR 89. Geotechnical review of ecology blocks at clarifier 2 (RCI to get AGRA to review & comment)~~
4. ~~Complete PIR 90. Baffles at air break tank (In Progress)~~
5. Complete PIR 91. Keying per City requirements (Jim McCall & Builders Hardware Reviewing)
6. ~~Provide factory representative check-out of Synchroflo unit (coordinate and adjust pressure settings for regulating valves and hydropneumatic tank) (Scheduled 12/16/97 9:00 am)~~
7. Close abandoned wells at WWTP site (Waiting for Permit—State Agency cost approval by Weyerhaeuser and for the on-site trailer to be moved)
8. ~~Fix zero speed sensor/tachometer system at alum pumps (Whitney Equipment replaced (1) sensor and adjusted dip switches)~~
9. ~~Replace gates at lagoon control structures (Week of 12/15/97)~~
10. Correct vortexing at Eimco anaerobic zone mixers (see attached letter) (RCI waiting decision) (Jim Santroch)
11. ~~Correct Eimco filter position sensors, control system and O&M description of alarms and controls. Plan to replace targets, on site 12/16—17/97)~~
12. Complete Eimco filter performance test. (scheduled for late February or early March 1998)
13. Provide soft stop for WR pumps (similar to Cutler Hammer soft stop at Kimball Creek PS, see attached letter)(Howard Woodward to review & up-date Brit Smith of results)
14. ~~Correct meter starters for in plant pump station to prevent pumps from tripping out~~
15. ~~Demonstrate lagoon pump station controls and operation to City staff and KCM (RCI to schedule)~~
16. Finalize TSI MMI displays and software for Aerators, RAS, Alum, Polymer, Reclaimed Water, trending graphs, reports and alarms. (Mike Fitting working this area) In progress
17. ~~Provide HVAC balancing report (RCI working—Jay Thompson to follow up)~~
18. ~~Provide gages and meters per submittal 121 (RCI working with Scott/From on this issue)~~
19. Complete WWTP landscaping (~~Selective tree staking to be done~~) One small 75' x 75' piece left to hydroseed. It will be done at same time as WTP.
20. ~~Restore planting along foremain and outfall right of way (Terra waiting for RCI to complete rock & soil work before planting)~~
21. Complete mitigation wetland planting and monitoring (waiting on feedback from Terra based on Dyanne Sheldon's comments)

### Additional Work (Not Identified in Original Scope)

22. ~~Complete PIR 84. Water meter at Operations Building (Need review KCM & Weyerhaeuser)~~
23. ~~Complete PIR 85. Dampers for louvers (Need review KCM & Weyerhaeuser)~~

24. Canopy over headworks grit washer (*KCM to furnish Weyerhaeuser with Engineering & Construction budget*) Jim Santroch/Howard Woodward
25. Conveyance chute for grit and trailer for grit and screenings (*KCM to supply Weyerhaeuser with Estimate*)
26. ~~Non-potable water pipe to lagoon chlorination building and hose bibb at lagoon pump station~~
27. Security system for Operations Building (*Intrusion Alarm for Equipment Building*) 1-2 weeks away
28. Computerized Maintenance Management System (*Need review - Bob Hanson*)
29. Install smoke detectors Equipment Building - Electrical Room & Generator Room (*Howard Woodward to review with Bob Hanson and finalize*) On going
30. Install Alarm Horn for MMI in Operations Building On going

### Training

31. ~~Eimeco Equipment: provide process training for oxidation ditch biological nutrient removal and clarifiers (scheduled for January 1998).~~
32. Alum and Polymer Equipment: Equipment was started up with water only. Still need start-up training with chemicals (alum and polymer, to be performed at time of filter performance test in February or March 1998).
33. ~~Sewage samplers: no training received yet (To be scheduled by Jay Thompson, RCI)~~
34. Synchroflo pumps: training and a more detailed O&M manual are needed. (*Scheduled for 12/16/97 9:00 am*)
35. Air conditioning unit: training is specified to occur upon system restart at the beginning of the first cooling season in late spring 1998.
36. ~~Standby Generator: limited training occurred at the time of initial start up, but additional training is needed to cover maintenance as well as operation. (Scheduled this week)~~
37. MCC's: city staff have requested additional training on the WR pump soft starters and the RAS pump VFD's. (*Howard Woodward to review & provide training*) On going
38. ~~Fire alarm system: no training received yet (This has been done)~~
39. TSI instrumentation and computer controls training (*Scheduled 12/15 & 16/97*) On going

### Documentation

40. Manufacturer's O&M manuals (5 sets being compiled by WRECO & RCI) (*Need manuals for Alum Pump*)
41. KCM O&M manual (draft manual to be finalized by KCM after start up is complete and KCM receives City comments)
42. Record drawings (being drafted by KCM based on RCI mark ups)

### Regulatory Compliance

43. Odor control per PSAPCA permit (permit not issued yet) (~~*Jim Santroch called 11/15/97 we are now 7th on waiting list*~~) Working on capture and control plan
44. Reclaimed water certification by Department of Health (to be coordinated with DOH by Earth Tech and KCM) (*Ron Dorn is working this issue*)
45. Performance Certification report for Department of Ecology (to be prepared by KCM at end of first year of operation) (*Per Jim Santroch - due 10/8/98*)
46. Department of Ecology Certificate of Compliance (to be prepared by KCM declaring that WWTP was constructed in accordance with contract documents (*Jim Santroch to issue after Punch List is complete*))



47. Update City of Snoqualmie General Sewer Plan (to incorporate changes made by WWTP engineering report and Snoqualmie Ridge sewer plan) (*Identifies planning population of town & sewage service of facilities - Jim Santroch identifying budget for this*)
48. Modification of NPDES Permit to change the point of discharge.

**SNOQUALMIE RIDGE  
WASTE WATER TREATMENT PLANT  
PARTIAL PUNCH LIST - OPEN/COMPLETED ITEMS  
As of 1/9/98  
Tom Walker  
Revised January 21, 1998**

| LEGEND       |       |   |
|--------------|-------|---|
| ITEM NUMBERS |       | LOCATION  |
| 0            | - 199 | Operations Building                                       |
| 200          | - 299 | Equipment Building  |
| 300          | - 399 | Headwork's  |
| 400          | - 499 | Filter Building   |
| 500          | - 569 | Oxidation Ditch   |
| 570          | - 599 | Clarifier #1  |
| 600          | - 649 | Clarifier #2  |
| 650          | - 699 | Vactor Decant Station & Lagoon Pump Station               |
| 700          | - 724 | Mixed Liquor & SE Control Structure                       |
| 725          | - 749 | Inplant Pump Station - WAS Valve Manhole - Filter Manhole |
| 750          | - 999 | Site  |
| 1000         | -     | Electrical EISI   |

| DISCIPLINES |           |   |                       |
|-------------|-----------|---|-----------------------|
| F           | Masonry   | E | Electrical            |
| P           | Painting  | M | Miscellaneous         |
| C           | Carpentry | H | Heating & Ventilation |
| G           | General   | V | Flooring              |
| T           | Plumbing  | L | Ceiling Tile          |

cc: Tom Watters, Weyerhaeuser                      Bob Hanson, City  
      Kathryn Dennis, Weyerhaeuser                 Jim Santroch, KCM  
      Warren Hallam, RCI                                 John Doutrich, Weyerhaeuser  
      Howard Woodward, HGI

|            |   |   |
|------------|---|---|
| <b>116</b> |   | <b>OPERATIONS BUILDING - SHOP AREA</b>                |
| P          | 2 | Gaulk and seal exterior doors (including garage door) |
| G          | 5 | Clean dead flies from inside light fixtures           |
|            |   |   |
| <b>113</b> |   | <b>OPERATIONS BUILDING - GARAGE</b>                   |
|            |   |   |
|            |   | <b>OPERATIONS BUILDING - MECHANICAL MEZZANINE</b>     |
|            |   |   |
| <b>115</b> |   | <b>OPERATIONS BUILDING - ELECTRICAL ROOM</b>          |
|            |   |   |
| <b>114</b> |   | <b>OPERATIONS BUILDING - MECHANICAL ROOM</b>          |
|            |   |   |
| <b>110</b> |   | <b>OPERATIONS BUILDING - SHOWER</b>                   |
|            |   |   |

|     |     |  |
|-----|-----|--|
| 109 |     | <b>OPERATIONS BUILDING - LOCKER ROOM</b><br>No comments  |
| 107 |     | <b>OPERATIONS BUILDING - MEN'S REST ROOM</b>   |
| 108 |     | <b>OPERATIONS BUILDING - CLOSET</b><br>No Comments   |
| 106 |     | <b>OPERATIONS BUILDING - WOMEN'S REST ROOM</b>   |
| 105 |     | <b>OPERATIONS BUILDING - BREAK ROOM</b>  |
| 101 |     | <b>OPERATIONS BUILDING - ENTRY</b>   |
| 102 |     | <b>OPERATIONS BUILDING - OFFICE</b>  |
| E   | 56  | Clean up masonry corners at windows  |
| 112 |     | <b>OPERATIONS BUILDING - LAB</b>   |
| V   | 66  | Inlaid sheet vinyl to be cleaned up and waxed-REPLACE (VINYL FLOORING)   |
| 111 |     | <b>OPERATIONS BUILDING - MUD ROOM</b>  |
|     |     | <b>OPERATIONS BUILDING - OUTSIDE</b>   |
|     |     | • EAST SIDE OF BUILDING  |
|     |     | • SOUTHSIDE OF BUILDING  |
| P   | 79  | Redo soffit and fascia, putty before painting (peer construction)  |
| P   | 80  | Caulk & seal around door frames  |
| P   | 84  | Soffits at entry & mud rooms and caulk and seal joint  |
|     |     | • NORTH SIDE OF BUILDING   |
|     |     | • GENERAL  |
| H   | 98  | Install control switches for heaters in shop & garage areas  |
| P   | 104 | Water repellent to be installed over exterior surfaces of CMU Fabrishield 653 Siloxane/Quartz Water Repellent or approved equal  |
| G   | 405 | All cast iron/ductile iron cleanout covers to be labeled per line served - "Drain" or "C.O." or "Sewer" for Sanitary lines - change covers NW C.O. on footing drain missing. |

|   |     |  |
|---|-----|--|
| G | 107 | Install weather stripping to door guide - Overhead doors per Manufacturer's drawings |
| G | 108 | Mechanical Room trap primer leaking (3 pipe)   |
| G | 109 | Shower Room - top locker spacer missing  |
|   |     |  |

|   |     |   |
|---|-----|---|
| <b>EQUIPMENT BUILDING - ELECTRICAL CONTROL ROOM</b> |     |   |
| F   | 201 | Smooth masonry grout and concrete around door frame |

|  |     |                               |
|--|-----|-------------------------------|
| <b>EQUIPMENT BUILDING - CHEMICAL FEED ROOM</b> |     |                               |
| G  | 214 | Clean piping - Touch up paint |

|  |  |  |
|--|--|--|
| <b>EQUIPMENT BUILDING - GENERATOR ROOM</b> |  |  |
|--|--|--|

|   |     |  |
|---|-----|--|
| <b>EQUIPMENT BUILDING - BLOWER ROOM</b> |     |  |
| P                                       | 233 | Clean and touch up paint chipped and scratched on compressor   |
| *                                       | 235 | Sound insulation on walls, ceiling and doors - M501? Decibel readings need to be taken to see if sound insulation needed |

|   |     |                               |
|---|-----|-------------------------------|
| <b>EQUIPMENT BUILDING - WAS PUMP ROOM</b> |     |                               |
| P   | 238 | Seal and caulk vent and doors |

|                                     |     |   |
|-------------------------------------|-----|---|
| <b>EQUIPMENT BUILDING - OUTSIDE</b> |     |   |
| M                                   | 266 | Generator exhaust is being sucked into room thru air intake - exhaust stack may need to be extended       |
| P                                   | 267 | Install Water Repellent to exterior of CMU - same as item 104   |
| G                                   | 269 | WAS Pump Room railing at top to have swinging gate opening  |
| G                                   | 271 | Syncroflo Hydro Cumulator (Pressure Tank)<br>Pumps and tank should be adjusted - and relief valve per L&I |
| G                                   | 274 | Stop leaks in Alum Tank at <ul style="list-style-type: none"> <li>• Side Manway</li> </ul>                |
| G                                   | 276 | WAS Pumps check V belts - the South Belts are loose (COS)   |
| G                                   | 277 | Air scour blower belts loose (COS)  |

|                  |     |   |
|------------------|-----|---|
| <b>HEADWORKS</b> |     |   |
| G                | 302 | Replace Taylor Gage on Grit Chamber Compressor #2 (Reads 3PSI when off) |
| C                | 305 | Install cover plate over screws west side base (wrong base plate used)  |
| C                | 307 | Trim out east side roofing - as is unacceptable                         |
| C                | 310 | Trim and closure piece need to be redone                                |

|                         |     |  |
|-------------------------|-----|--|
| <b>HEADWORKS - DECK</b> |     |  |
| M                       | 322 | Add insulation on heat tape - Not Complete                                       |
| G                       | 328 | Slide gates - corners and sheared edges need to be smoothed up - edges too sharp |

|   |     |  |
|---|-----|--|
|   |     | <b>FILTER BUILDING - INLET CHANNEL</b>                                       |
|   |     |  |
|   |     | <b>FILTER BUILDING - CONTROL INLET</b>                                       |
|   |     |  |
|   |     | <b>FILTER BUILDING - FILTER #1</b>   |
|   |     |  |
|   |     | <b>FILTER BUILDING - FILTER #2</b>   |
|   |     |  |
|   |     | <b>FILTER BUILDING - WEST END CHANNEL FILTERS</b>                            |
| G | 418 | Complete handrail Class A sump and stair rail. Clean off Plastic             |
|   |     |  |
|   |     | <b>FILTER BUILDING - CLASS A PUMP &amp; UV CHANNELS</b>                      |
| G | 427 | Cover base plate for siding (not as designed) Screws present a safety hazard |
|   |     |  |
|   |     | <b>FILTER BUILDING - OUTSIDE</b>   |
| E | 437 | Plug conduits entering outlet sump from UV                                   |
| C | 440 | Outside closure not installed (E/E-06) - Snow entered building               |
| C | 445 | Leak in roof at hatch Southside Pump 6P41 inboard Class A Pump               |
| G | 448 | Tighten anchor bolts on Class A pump manifold                                |
|   |     |  |

|   |     |  |
|---|-----|--|
|   |     | <b>OXIDATION DITCH</b>                     |
|   |     |  |
|   |     | <b>OXIDATION DITCH - SOUTHSIDE</b>         |
|   |     |  |
|   |     | <b>OXIDATION DITCH - NORTHSIDE</b>         |
|   |     |  |
|   |     | <b>OXIDATION DITCH - TOP DECK EAST END</b> |
| P | 532 | Paint rusting guide bracket to Mud Valve   |
|   |     |  |
|   |     | <b>OXIDATION DITCH - TOP DECK WEST END</b> |
|   |     |  |
|   |     | <b>OXIDATION DITCH - LOWER WEST DECK</b>   |
|   |     |  |
|   |     |  |
|   |     |  |

|   |     |  |
|---|-----|--|
|   |     | <b>CLARIFIER #1</b>  |
| G | 579 | Repair bent shaft operator on Dezurik Plug Valve - Paint           |
| P | 580 | Paint or Seal rusting areas around plug and check valve manifolds. |
|   |     |  |

|   |     |   |
|---|-----|---|
|   |     | <b>CLARIFIER #2</b>   |
| P | 609 | Paint areas of check valves and plug valve piping (rusting) |
|   |     |   |

|   |     |  |
|---|-----|--|
|   |     | <b>VECTOR DECANT STATION</b>   |
| G | 653 | Clean off spilled grout and concrete from along top of wall South side |
|   |     |  |

|   |     |  |
|---|-----|--|
|   |     | <b>LAGOON PUMP STATION - VALVE PUMP STATION</b>            |
| G | 665 | Second rung needs to be straightened                       |
| G | 668 | Clean up bottom slab                                       |
| G | 669 | Grout around mud valve pipe entering bottom slab           |
| G | 670 | Smooth up support piers and finish pier under wye          |
| C | 671 | Grout up joint at 4 ft                                     |
| G | 672 | Clean grout from rungs and walls                           |
| G | 673 | Paint piping - Gray  |
| G | 675 | Plug hole between 1 <sup>st</sup> and 2 <sup>nd</sup> rung |
| G | 677 | Install valve guide  |
|   |     |  |

|  |  |                                  |
|--|--|----------------------------------|
|  |  | <b>LAGOON PUMP STATION - TOP</b> |
|  |  |                                  |

|   |     |                                      |
|---|-----|--------------------------------------|
|   |     | <b>LAGOON PUMP STATION - MANHOLE</b> |
| G | 680 | Slope bottom                         |
|   |     |                                      |

|  |     |  |
|--|-----|--|
|  |     | <b>LAGOON PUMP STATION - DIVERSION MANHOLE</b>                     |
|  | 691 | * Install hose bibb and hose rack - <i>requires a PIR from KCM</i> |
|  |     |  |

|   |     |                                    |
|---|-----|------------------------------------|
|   |     | <b>SOUTHEAST CONTROL STRUCTURE</b> |
| G | 701 | Stop leak polymer line ball valve  |
|   |     |                                    |

|   |     |                                       |
|---|-----|---------------------------------------|
|   |     | <b>MIXED LIQUOR STRUCTURE</b>         |
| G | 706 | Smooth sharp corners & edges of gates |
|   |     |                                       |

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|---|-----|--|
|   |     | <b>INPLANT PUMP STATION</b>            |
| G | 727 | Paint rusting areas of piping manifold |
|   |     |  |

|   |     |  |
|---|-----|--|
|   |     |  |
|   |     | <b>TOP PUMP STATION</b>  |
|   |     |  |
|   |     | <b>WAS MANHOLE</b>   |
|   |     |  |
|   |     | <b>FILTER MANHOLE</b>  |
| G | 739 | In plant Pump Station North pressure gauge needle bent (GOS). Removed but not yet replaced. Gauge does not work. |
|   |     |  |

|   |     |  |
|---|-----|--|
|   |     | <b>SITE</b>  |
| G | 758 | Curb cut broken in 2 places (see #757)   |
| G | 768 | Raise Valve Box for Fire Hydrant - dig up & center   |
| G | 776 | Replace Curb cut to dike broken 4 places   |
| G | 786 | Clean up hose bibb support - needs guard post painted and asphalt placed around post - Vactor Decant Station |
| G | 788 | Drainage System<br>• Clean all Catch Basins and Storm Manholes   |

|   |     |   |
|---|-----|---|
|   |     | <b>SITE - NORTH SIDE OF OPERATION BUILDING TO EAST</b>  |
| G | 799 | Plumb up light standard next to Clarifier #2  |
| G | 803 | 12" Drain under "F" Road - slope ground to inlet - outlet to be per 2/C-19  |
| G | 804 | Clean up Poly sheets, PVC Pipe, 2x4's, boxes, paper, rebar, pink insulation, temporary fencing, cutoff pieces, fence pipe & etc. scattered along East property line up to 50 feet East. |

|  |  |                                    |
|--|--|------------------------------------|
|  |  | <b>SITE - FILTER BUILDING AREA</b> |
|--|--|------------------------------------|

|  |  |   |
|--|--|---|
|  |  | <b>SITE - SIDEWALK BETWEEN EQUIPMENT BUILDING &amp; FILTER BUILDING</b> |
|--|--|---|

|  |  |                                 |
|--|--|---------------------------------|
|  |  | <b>SITE - CONTROL STRUCTURE</b> |
|--|--|---------------------------------|

|   |     |                            |
|---|-----|----------------------------|
| G | 812 | Caulk and seal bottom step |
|---|-----|----------------------------|

|  |  |  |
|--|--|--|
|  |  | <b>SITE - NORTH SIDE OF OPERATION BUILDING TO EAST</b> |
|--|--|--|

|  |  |  |
|--|--|--|
|  |  | <b>SITE - NORTH FENCE STARTING AT NE CORNER WTP BUILDING PROJECT</b> |
|--|--|--|

|   |     |   |
|---|-----|---|
| G | 818 | Remove garbage, rebar, construction material along up hill side of waterline construction |
| G | 819 | Concrete around fence post to be rounded to allow drainage from post                      |
| G | 821 | Remove PVC Pipe and siding material at top of rip rap near end of paving "F" road         |
| G | 822 | Black plastic, bottles along tree line  |
| G | 823 | Raise valve box - mark distances on marker post   |
| G | 824 | Remove 2x4  |
| G | 825 | Remove construction material near Valley van to Interstate van - both sides road to wells |

WWTP Partial Punch List - Open Items Only

January 21, 1998

Page 7

|   |     |  |
|---|-----|--|
| G | 826 | Valve post and raise valve cover near property line  |
| G | 828 | Smooth up slope North side of Headworks and remove construction material   |
|   |     |  |
|   |     | <b>SITE - CENTER DIKE ROAD</b>   |
|   |     |  |
|   |     |  |
|   |     | <b>SITE - OUTFALL - FE MH #6</b>   |
| G | 837 | Smooth up area between FE MH #6 & FE MH #5   |
|   |     |  |
|   |     | <b>SITE - OUTFALL - FE MH #5</b>   |
|   |     |  |
|   |     | <b>SITE - OUTFALL - FE MH #4</b>   |
| G | 843 | Re-stripe road - Mill Pond Road from SR 202 to Weyerhaeuser Road, also SE 66 <sup>th</sup> Street (SE Stearns Road) Center Lines - Fog Lines - Stop Bars |
| G | 844 | Regrade shoulder Northside Mill Pond Road, SR 202 to SE 66 <sup>th</sup> Street (SE Sterns) and Crush Rock 3' shoulder                                   |
| G | 845 | Provide drainage ditch Westside of SE 66 <sup>th</sup> from corner of Mill Pond Road to existing ditch beyond the WWTP entrance road                     |
| G | 846 | Gravel shoulders 3' wide from edge of pavement - compact   |
| G | 847 | Gravel shoulder Eastside form Lagoon Pump Station gate to North end of Rip Rap WWTP entrance   |
| G | 848 | Remove hay bail near stop sign at Mill Pond Road & SE 66 <sup>th</sup> Street  |
|   |     |  |
|   |     | <b>SITE - LAGOON PUMP STATION SITE</b>   |
| G | 849 | Dress up around entrance road to Pump Station  |
|   |     |  |
|   |     | <b>SITE - EASEMENT (MILL POND ROAD TO SE 66<sup>TH</sup> STREET - SE STERNS)</b>   |
| G | 852 | Remove construction material - rocks brush and etc.  |
| G | 853 | Clean up site  |
|   |     |  |
|   |     | <b>SITE - BRIDGE CROSSING (NORTHEND)</b>   |
| G | 854 | Glue on the reclaimed water sticker  |
| G | 855 | Remove 2x4's under 10" Force Main  |
| G | 856 | Repair asphalt sidewalk 15' ± North of Bridge  |
| G | 857 | Construct sheet metal enclosure around sewage combination valve  |
| G | 858 | Remove Poly Pipe rap at base of slope  |
| G | 859 | Reclaimed Water drain valve - paint lid & install valve marker post (purple)   |
|   |     |  |
|   |     | <b>SITE - BRIDGE CROSSING (SOUTHEND)</b>   |
| G | 860 | Install 14" plug valve [Ridge Crew]  |
| G | 861 | Backfill slope along sidewalk [Ridge Crew]   |
| G | 862 | Repair sidewalk (asphalt) [Ridge Crew]   |
| G | 863 | Manhole rungs <ul style="list-style-type: none"> <li>• SS MH 1-A Needs two step ladder installed</li> <li>• SS MH 1-V Needs to be inspected</li> </ul>   |



|   |     |   |
|---|-----|---|
|   |     | <ul style="list-style-type: none"> <li>SS MH 3 Rungs need to be inspected</li> <li>SS MH 4 Rung spacing off between 7 &amp; 8</li> <li>SS MH 6 Rungs need to be inspected</li> <li>SS MH 7 Needs to be inspected</li> <li>FE MH 2 Rung spacing off 3 to 4, 7 to 8 &amp; 8 to 9</li> <li>FE MH 3 Rung spacing off 3 to 4 to 5</li> <li>FE MH 4 At 5 ft rung not level</li> </ul> |
| G | 865 | SD MH 6 <ul style="list-style-type: none"> <li>Needs Cover "Drain"</li> <li>Paint Shear Gate &amp; Operator</li> <li>Needs to be pumped down to check rungs</li> </ul>  |
| G | 867 | Fencing <ul style="list-style-type: none"> <li>Fence varies from 4" to 12" + off ground</li> <li>Clean up fence material old &amp; new</li> <li>Install gate keepers</li> <li>See Plan (CMI)</li> </ul>   |
| G | 868 | All hose bibbs to be checked for flow & pressure  |
| G | 870 | Remove boulders from both sides East & West along pipe line area from outfall to Mill Pond Road (dumped outside silt fence)   |
| G | 871 | Compact Access Road to SD MH 5 - 95% compaction (Bio Swales)  |
| G | 872 | Slope ground around FE MH 3   |
|   |     | <b>SITE - BIOSWALES</b>   |
| G | 874 | Smooth up & compact area to gate  |
| G | 875 | Dress up area South of Decant Station to South - between fence & dike   |
| G | 876 | Clean up dike area of roofing material and etc.   |
| G | 877 | Smooth up dike road from Decant Station and temporary city office Lab. Fill in ruts/holes made during construction and compact.   |
| G | 878 | Clean up plastic & boxes & etc. along ponds (construction material) @ SE corner   |

**ELECTRICAL DEFICIENCY LIST**

|  |      |  |
|--|------|--|
|  | 1001 | All items are in addition to those of the Owner and other disciplines  |
|  | 1002 | Provide electrical coordination study in accordance with Section 16010, Para. 1.4-B-8.   |
|  | 1004 | Provide copies of all equipment warranties (16010, Para. 1.9-B)  |
|  | 1007 | Provide nameplates on all electrical equipment and electrical material enclosures (16010, Para. 2.1-P) @ lighting control panels |
|  | 1021 | Provide owner training on E-G set  |
|  | 1022 | Provide copies of E-G set factory test results (16120, Para. 2.12-G)   |
|  | 1023 | Provide E-G set special tools and spare parts (16120, Para. 2.16)  |
|  | 1025 | Provide spare lamps per 16510, Para. 3.4   |
|  | 1027 | Provide F.A. zone indicators per 16721, Para. 3.1-C  |
|  | 1028 | Provide wire list in F.A. panel (16721, Para. 3.1-M)   |
|  | 1029 | Test entire F.A. system (16721, Para. 3.2-A)   |
|  | 1030 | Provide Owner training on F.A. system (16721, Para. 3.2-B)   |

**SPECIFIC COMMENTS**

|   |      |   |
|---|------|---|
| * | 1050 | Proper selection of welder outlets needs to be coordinated with the owner EISI* |
|   | 1052 | Provide sign on door (to Room 15) - "Fire alarm Control Panel Inside"           |
|   | 1055 | TSI to complete work on project - training                                      |

|      |  |
|------|--|
| 1056 | MCC's require appropriate wire numbering. Several current indicators still do not function correctly, several cubicles had wiring changes and loose wires were not neatly rebundled. |
| 1057 | Install Alarm buzzer in Operations Building  |
|      |  |
|      |  |

| ADDITIONAL ITEMS AS OF 1/13/98 |  |
|--------------------------------|--|
| 4                              | Handicap Parking Sign @ OPS Building   |
| <b>202 BRIDGE</b>              |  |
| 2                              | Change Valve covers from "Water" to "Sewer" Force Main Old & New   |
| 3                              | Sewage Air Vacuum Valve - Remove valves on side and plug holes. Remove handles and give parts to City  |
| 4                              | <ul style="list-style-type: none"> <li>Smooth up area FE MH 6 to FE MH 5</li> <li>More fill around FE MH 5</li> <li>Clean up area so City will be able to mow area in the future</li> </ul>  |
| 5                              | Mark FE MH 4 with distance to valve of 4" reclaimed water drain valve  |
| 6                              | 1 1/2" Asphalt overall from 25' East of Utility - patch outfall sewer on Mill Road to SR 202   |
| 7                              | Striping - fog line needs to be 10' + from trees   |
| 8                              | Valve marker post needed on water main valve at hump in Mill Pond Road   |
| 9                              | Unplug culverts at Northside of Mill Pond Road on 66 <sup>th</sup> Street  |
| 10                             | 4" Crushed rock shoulder along Sterns Avenue along rip rap ditch (4' is from fog line)   |
| 11                             | Bio Swale Southside of entrance road area requires top soil (4") before planting   |
| 12                             | Complete access road to dike   |
| 13                             | Provide 3' clear area around monitoring well rip rap back area   |
| 14                             | Crush rock along rip of "E" line approximately 2" out from pavement  |
| 15                             | Smooth up transition of rip rap and existing slope   |
| 16                             | "E" and "E" intersection should be graded to slope towards hillside (North) so water runs down to ditch and not over bank  |
| 17                             | Hydroseed <ul style="list-style-type: none"> <li>Along banks and East property line</li> <li>Also behind Oxidation Ditch and Decant Station</li> <li>Bioswale pond embankments and graded areas east of ditch road</li> <li>Erosion control</li> </ul> |
| 18                             | Replace broken curb at curb cut to middle Dike road on "A" Road  |
| 19                             | NW corner of Operations Building dress up area of bank around C.O.s and slide area   |
| 20                             | Adjust shop overhead door to close   |
| 21                             | Install dampers on louvers welding area and garage area  |
| 22                             | Shower room sliding door needs base finish at door (both sides)  |
| 23                             | Counter top at lab install splash piece on both sides of flume hood  |
| 24                             | Install closure piece at cap on both sides of flume hood and counter cabinets under counter top  |
| 25                             | OMITTED - SAME AS #24  |
| 26                             | Remove Temporary fencing at existing Lab Trailer and Dike  |
| 27                             | Repaint seismic brackets rusting at Class "A" rain water pipe manifold from Wells at Filter Building   |
| 28                             | Fix Mud Valve shaft at Valve Manhole, it is spinning on connect to Mud Valve Lagoon Pump Station   |
| 29                             | Side door garage area Operations Building efflorescence around door threshold caused by moisture - may need to reseal thresholds   |
| 30                             | Electrical Plug at Southside of SE Control Structure - conduit need to be secured to outlet  |

|    |  |
|----|--|
|    | box  |
| 31 | <p>Manholes</p> <ul style="list-style-type: none"> <li>• SS-MH-3                     <ul style="list-style-type: none"> <li>• Drop connection Tee and Wier to be painted it is rusting</li> <li>• Top Rung broken loose</li> </ul> </li> <li>• SS-MH-4                     <ul style="list-style-type: none"> <li>• Paint drop connection Tee &amp; Wier</li> <li>• Pull out screen from channel</li> </ul> </li> <li>• SS-MH-5                     <ul style="list-style-type: none"> <li>• Clean channel pipe from MH-5 to MH-6 lot of gravel in pipe</li> </ul> </li> <li>• SS-MH-6                     <ul style="list-style-type: none"> <li>• Clean gravel from channel shelves</li> </ul> </li> <li>• SS-MH-7                     <ul style="list-style-type: none"> <li>• Paint drop connection</li> </ul> </li> <li>• SS-MH-8                     <ul style="list-style-type: none"> <li>• Pump down to check rungs</li> <li>• Cut off lifting eyes on center wall</li> </ul> </li> </ul> |
| 32 | 4" Drain valves on WAS 8" Manifold piping need to be looked at on Clarifier #2 - frozen, Clarifier #1 hard operating   |
| 33 | Fire Hydrant @ Filter Building not operating properly - very hard to open and close  |
| 34 | Ground wire out of electrical needs to be protected along West side on building at Headworks   |
| 35 | <p>Catch Basins</p> <ul style="list-style-type: none"> <li>• SD-MH-1 - complete installation manhole rungs</li> <li>• SD-MH-2 - complete installation manhole rungs</li> <li>• SD-MH-3 - complete installation manhole rungs</li> <li>• SD-MH-4 - complete installation manhole rungs</li> <li>• SD-MH-5 - complete installation manhole rungs</li> <li>• SD-MY-6 - complete installation manhole rungs</li> </ul> <p>Bioswale control structure, also see item 865 on punch list</p>  |
| 36 | 6" WAS valves at center of dike to have "Sewer" covers   |
| 37 | Gauge @ Pump #2 - gauge does not work  |
| 38 | RAS Pump at Clarifier #1 is still in repair shop - needs to be reinstalled   |
| 39 | RAS Manifolds at Clarifier #1 and #2 - pipe clamp bolts loose - also check shackle for bolts   |
| 40 | Inplant Pump Station manifold - pipe clamp bolts loose - also shackle rod bolts  |
| 41 | Filter Building 5 caps missing on guard rail above Class "A" Sump area   |
| 42 | WN Water drain cap support broken off - bad weld   |
| 43 | Complete Landscaping of site   |
| 44 | Water Supply to screen screw is leaking @ Headworks flex connection  |
| 45 | Install Seismic bracing on generator set on muffler per RCI pipe design Submittal 13/N   |
| 46 | Electrical Communication vaults - need to install hatch pins and retainers   |
| 47 | Hydroseed Pond Northside of Oxidation Ditch  |
| 48 | Provide valve wrenches   |
|    |  |
|    |  |
|    |  |

Punch list will not be final until all construction is complete and acceptable

**AFFIDAVIT OF COMPLETION OF WORK  
AND PAYMENT OF COSTS**

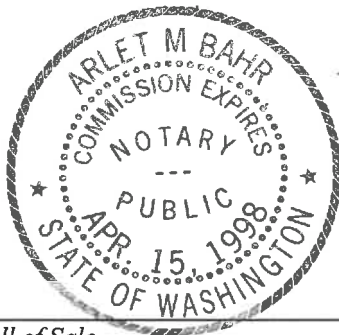
STATE OF WASHINGTON }  
COUNTY OF KING } ss.

I, James C. Nyberg, Assistant Vice President of Weyerhaeuser Real Estate Company ("WRECO"), of the City of Federal Way, County of King, and State of Washington, being first duly sworn upon oath, deposes and says that:

- (1) WRECO is the present owner and developer of the Snoqualmie Wastewater Treatment Facilities;
- (2) The improvements described as the "Phase 1 Facilities" in EXHIBIT C-1 of the Snoqualmie Wastewater Treatment Facilities Developer Extension Agreement ("the Agreement") dated August 16, 1996, have been completed in accordance with the plans and specifications listed in the Agreement;
- (3) All bills for labor and material incurred in the construction of the Phase 1 Facilities have been fully paid and satisfied, except for the items indicated in the "Snoqualmie Ridge Wastewater Treatment Plan Estimated Total Cost," attached hereto as ATTACHMENT 1;
- (4) There are no liens of any kind or character against the Phase 1 Facilities for labor performed or material furnished unless noted above; and
- (5) WRECO agrees to pay all outstanding invoices and hold the City harmless against any lien claims arising from the furnishing of labor and materials for the Phase 1 Facilities.

*James A. Nyberg*

SUBSCRIBED AND SWORN to before me this 9<sup>th</sup> day of February 1998.



*Arlet M. Bahr*

Printed Name Arlet M. Bahr  
NOTARY PUBLIC in and for the State of Washington,  
residing at Pierce County  
My Commission Expires 4/15/98

# SNOQUALMIE RIDGE WASTE WATER TREATMENT PLANT ESTIMATED TOTAL COST

| Company                        | Type                          | Invoiced Costs<br>(Through 11/25) | Work Completed<br>(Not Invoiced) | Estimated<br>To Complete | Comments               |
|--------------------------------|-------------------------------|-----------------------------------|----------------------------------|--------------------------|------------------------|
| RCI                            | WWTP (480)                    | \$9,430,013.29                    | \$140,476                        | \$46,825                 | Work invoiced to 11/29 |
| RCI                            | Civil/Industrial OH (478/479) | \$986,553.00                      | \$150,000                        | \$15,000                 | To Completion          |
| RCI                            | RCI (Job 431)                 | \$461,959.25                      |                                  |                          | Complete               |
| RCI                            | RCI (Job 451)                 | \$344,148.29                      |                                  |                          | Complete               |
| RCI                            | Incentive                     |                                   | \$658,709                        |                          | RCI estimate           |
| Clear & Grub Costs             | Clear & Grub                  | \$50,339.39                       |                                  |                          | Complete               |
| City of Snoqualmie             | Consultants/Employees         | \$306,817.00                      | \$24,239                         | \$9,695                  | Allocation             |
| PSE                            | Electric & Work Orders        | \$22,411.56                       | \$4,375                          | \$1,750                  | Electricity charges    |
| Tera Dynamics                  | Landscaping                   |                                   | \$52,000                         | \$25,000                 | Wellands work bonded   |
| Hillis Clark Martin & Peterson | Legal                         | \$214,641.48                      | \$4,514                          | \$1,806                  | Through 12/15          |
| AESI                           | Management Support            | \$28,674.46                       | \$1,000                          | \$1,500                  | To Completion          |
| Agra                           | Management Support            | \$39,875.00                       |                                  | \$1,600                  | Through 12/15          |
| Earth Tech                     | Management Support            | \$250,000.00                      |                                  |                          | Complete               |
| ESM                            | Management Support            | \$22,370.00                       |                                  |                          | Complete               |
| Harris Group                   | Management Support            | \$89,250.00                       | \$12,600                         | \$3,150                  | Through 12/15          |
| KBA                            | Management Support            | \$13,737.00                       |                                  |                          | Complete               |
| KCM                            | Management Support            | \$1,299,204.00                    | \$75,500                         | \$135,500                | Through 1998           |
| Peter White & Associates       | Management Support            | \$195,656.00                      |                                  |                          | Complete               |
| Robert Shinbo Associates       | Management Support            | \$6,187.00                        |                                  |                          | Complete               |
| Weyerhaeuser                   | Jim Bragg                     | \$125,385.94                      | \$14,500                         | \$5,800                  | Through 12/15          |
| Weyerhaeuser                   | Project Management            | \$97,477.61                       | \$9,547                          | \$3,819                  | Through 12/15          |
| WRECO Employees                | Project Management            | \$97,155.00                       |                                  |                          | Through 12/15          |
| Critical Path                  | Scheduling                    | \$4,548.56                        | \$300                            |                          | Complete               |
| John Doutrich                  | Scheduling                    | \$9,000.00                        | \$1,500                          |                          | Complete               |
| Stanley Smith Security         | Security                      | \$5,410.88                        | \$2,705                          | \$2,705                  | Through 12/15          |
| Miscellaneous Utilities        | Utilities                     |                                   | \$2,250                          | \$2,250                  | Estimate               |
| <b>TOTALS</b>                  |                               | <b>\$14,100,594.69</b>            | <b>\$1,154,215</b>               | <b>\$256,401</b>         |                        |

\* RCI costs updated through 12/31

**TOTAL ESTIMATED COST: \$15,511,210**

RESOLUTION NO. 485A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, ACCEPTING  
CONVEYANCE OF THE SNOQUALMIE RIDGE WATER SYSTEM

WHEREAS, construction of the distribution and storage components of the new Snoqualmie Ridge Water System are substantially complete, and substantial progress has been made on the supply component, which will be complete when construction of the Water Treatment Plant is finished; and

WHEREAS, Weyerhaeuser Real Estate Company (WRECO) has posted a bond for 150% of the amount necessary to complete construction of the Water Treatment Plant and other final work on water system components; and

WHEREAS, the face of Snoqualmie Ridge Final Plats for Divisions G, I/J, and F-Middle include a note stating that prior to occupancy of any dwelling units, the water supply, storage and distribution systems for preliminary plat 1 shall be approved, operational and accepted by the City; and

WHEREAS, initial occupants of Snoqualmie Ridge can be served by the City's Canyon Springs source using the Snoqualmie Ridge distribution and storage system until such time as the Water Treatment Plant is complete and the City puts it into operation; and

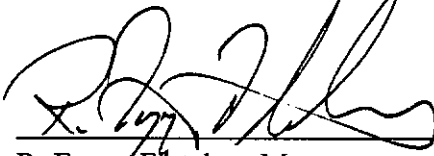
WHEREAS, WRECO has satisfied the conditions of acceptance as set forth in the Snoqualmie Ridge Water System Developer Extension Agreement, executed between WRECO and the City on November 19, 1997, now, therefore, be it

RESOLVED by the City Council of Snoqualmie, Washington, that the City hereby accepts conveyance of the Snoqualmie Ridge Water System as defined in, and subject to the assurances and warranties included in, the Bill of Sale for Snoqualmie Ridge Water System, attached hereto as Exhibit 1; and

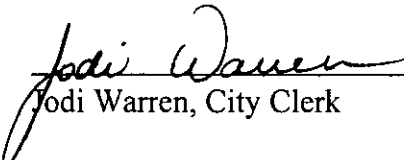
RESOLVED, that the City will provide water to not more than 360 equivalent residential units within Snoqualmie Ridge from the Canyon Springs source, subject to the actual quantity of water available from that source, until all components of the Snoqualmie Ridge Water System are operational, accepted and conveyed to the City, but

in no event shall any building permits be issued after December 31, 1998, to be supplied from the Canyon Springs source.

PASSED by the City Council of the City of Snoqualmie, Washington, this 23rd day of February, 1998.

  
\_\_\_\_\_  
R. Fuzzy Fletcher, Mayor

Attest:

  
\_\_\_\_\_  
Jodi Warren, City Clerk

**BILL OF SALE  
FOR SNOQUALMIE RIDGE WATER SYSTEM  
AND RELATED IMPROVEMENTS**

WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation, ("WRECO"), in consideration of compliance with Sections 2.1.9 and 2.1.10 of the Snoqualmie Ridge Water System Developer Extension Agreement, dated November 19, 1997 ("Developer Extension Agreement"), does by these presents, grant, bargain, sell and deliver unto the CITY OF SNOQUALMIE (the "City") all those improvements more specifically described in **EXHIBIT A**, attached hereto and incorporated herein by this reference.

WRECO, for its successors, heirs, executors, administrators and assigns, covenants and agrees to and with the City that: (1) WRECO is the owner of such personal property and has good right and full authority to grant the same, and that it will warrant and defend the grant hereby made unto the City, its successors, and assigns, against all and every person or persons, whomsoever, lawfully claiming the same; (2) WRECO provides more specific warranties as set forth in **EXHIBIT B** attached hereto and incorporated herein by this reference, and as agreed upon in Section 2.1.10 of the Developer Extension Agreement; and (3) to the extent that some elements of work are still being finalized, as identified in **EXHIBIT C** which is incorporated herein by this reference, and some bills for work completed are yet to be paid, as estimated in the Statement of Costs attached to the Affidavit of Completion of Work and Payment of Costs, WRECO will provide a bond to the City for 150% of the cost of completion of those elements yet to be paid for or completed.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 1998.

**WEYERHAEUSER REAL ESTATE COMPANY**

By \_\_\_\_\_  
James A. Nyberg  
Its Assistant Vice President



**EXHIBIT A****LIST OF IMPROVEMENTS**

1. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Wells 6 and 7 and Raw Water Transmission Pipelines, April 1996, prepared by Earth Tech, Inc.
2. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Water Treatment Plant, prepared by Earth Tech, Inc. and approved by the City on February 13, 1997.
3. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Treated Water Transmission Supply Pipeline, June 1996, prepared by Earth Tech, Inc.
4. Plan entitled Snoqualmie Ridge Water System Transmission Pipeline Connection Detail, 1 sheet prepared by Earth Tech and approved by the City on December 29, 1997.
5. Sheets 36 through 39 and 59 through 77 of a plan set entitled Phase 3 Construction Plans for Snoqualmie Ridge Parkway and Related Improvements, July 1996, prepared by ESM, Inc., which constitute domestic water supply distribution pipeline located within the Snoqualmie Parkway (the "Parkway Water Lines") and including pipelines within SR-202.
6. Plans and specifications entitled 705 Zone Pump Station and Pipeline, prepared by Earth Tech, Inc., for the 705 Pump Station Facility, submitted to and approved by the City on August 10, 1995, excepting pipelines shown in this set of plans and specifications, which have not been built.
7. 705 pump facilities, mechanical and electrical appurtenances, and water pipeline improvements only from the plans and specifications entitled City of Snoqualmie, Wastewater Facility Improvements, Kimball Creek Pump Station/705 Pump Station, prepared by KCM, Inc., and approved by the City on June 19 and 23, 1997.
8. Plans and specifications entitled Snoqualmie Ridge Water Supply system, 1040 Pump Station, prepared by Earth Tech, Inc., approved by the City on January 30, 1997.
9. Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Zone Reservoir No. 1, May 1996, prepared by Earth Tech, Inc.

10. Plans and specifications for the potable water system portion of the Monitoring and Control Systems for the Snoqualmie Ridge Water System and Class A System, prepared by Earth Tech and approved by the City on November 20, 1997.

**EXHIBIT B****WARRANTY OF CONSTRUCTION**

(a) In addition to any other warranties in the Snoqualmie Ridge Water System Developer Extension Agreement ("Developer Extension Agreement"), WRECO warrants that work performed in construction of the Snoqualmie Ridge Water System ("Water System") conforms to the requirements of the Developer Extension Agreement and is free of any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers.

(b) This warranty shall continue for a period of one (1) year from the date of conveyance to the City of the Water System components identified in the Bill of Sale, provided, however, that i) for equipment and work identified in **EXHIBIT C ATTACHMENT C-2**, the warranty shall continue for a period of one (1) year from the date that the Water Treatment Plant is completed consistent with plans and specifications and approved as ready for operation by the City, which approval shall not be unreasonably withheld, and ii) for the Water System improvements within the Parkway, the warranty shall run for a period of one (1) year from the date that final lift is completed, and iii) for the 705 connection described in **Exhibit C Attachment C-3**, the warranty shall run for a period of one (1) year from the date that the change over from the 599 zone to the 705 zone is accomplished.

(c) During the warranty period, WRECO shall remedy at its expense any failure to conform, or any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers. WRECO shall complete the remaining work items listed in **EXHIBIT C** with due diligence, and that work shall also be covered by this warranty. WRECO shall correct such other deficiencies in the Facilities' construction and/or equipment that become apparent during the warranty period, provided that WRECO and the City agree that an identified correction is reasonable and necessary to the proper functioning of the Facilities as agreed to in the Developer Extension Agreement. Nothing in this Warranty shall be construed to amend, change, or expand the scope of the Facilities agreed to in the Developer Extension Agreement.

Nothing in this agreement shall limit WRECO's right to direct that remedial work be performed by its contractors, subcontractors, or suppliers, or that WRECO be reimbursed by the same, as may be provided by contract or warranty between WRECO and its contractors, subcontractors and suppliers. In addition, WRECO shall remedy at its expense any damage to City-owned or controlled real or personal property when that damage is the result of:

1. WRECO's failure to conform to requirements of the Developer Extension Agreement; or

2. Any defect in material or workmanship furnished.

(d) The City shall notify WRECO, in writing, within a reasonable time not to exceed 30 days after the discovery of any failure, defect, or damage. The notice shall include a reasonable time stated for completion of the repair work. WRECO shall start work to remedy such defects within a reasonable time of written notice of discovery thereof by the City and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay, where loss of services may result, or in the interest of public safety, such corrections may be made by the City, in which case the cost shall be borne by WRECO. In such case, the City shall provide written notice to WRECO and include a cost estimate of the work to be performed by the City. In the event WRECO does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by WRECO.

(e) Pursuant to Section 2.1.10.3 of the Developer Extension Agreement, WRECO hereby assigns to the City the right to enforce all contractual warranties, express or implied, granted to WRECO from contractors, subcontractors, or suppliers for work performed and materials furnished for construction or equipping of the Water System, to the extent that such assignment is consistent with the terms of said warranty(ies). The City and WRECO will cooperate as necessary to enforce all applicable warranty provisions.

(f) Unless a defect is caused by negligence of WRECO, its contractors, subcontractors or suppliers at any tier, WRECO shall not be liable for the repair of any defects of material or design furnished by the City, nor for the repair of any damage that results from any defect in City-furnished material, design, or operation.

**EXHIBIT C**  
**ELEMENTS TO BE COMPLETED**

- A. As Built Record Drawings to be submitted within 30 days of conveyance (See **ATTACHMENT C-1**)
- B. Water Treatment Plant to be completed consistent with Plans and Specifications (See **ATTACHMENT C-2**)
- C. Change over from 599 Zone to 705 Zone to be completed and PRVs to be installed and operational (See **ATTACHMENT C-3**)
- D. Finish Punchlist items for individual Water System facilities (To be provided by the City following inspection)
- E. 1040 Reservoir to be completed consistent with Plans and Specifications (See **Attachment C-4**)
- F. Work with City to install FF&E per Exhibit D to Water System Developer Extension Agreement

**ATTACHMENT C-1**  
**AS BUILT RECORD DRAWINGS**

Earth Tech and ESM are proceeding with As Built Record Drawings (As Builts) for the Water System, and have assured WRECO that As Builts will be issued within 30 days of conveyance for those components of the Water System that are completed.

**Action:** Earth Tech will provide As Builts and certification to DOH that construction of all components of the Water System, except for water lines in the Parkway, complied with the approved plans and specifications. The Parkway lines were installed under the City inspector's supervision and should be certified by KBA. ESM will provide As Builts for the lines in the Parkway.

## ATTACHMENT C-2

### WATER TREATMENT PLANT PLANS & SPECIFICATIONS

The work required to complete construction of the Water Treatment Plant includes:

- Installation of ozone contact tanks and interconnecting piping
- Completion of installation of electrical panels and wiring
- Exterior finish grading and landscaping
- Pressure testing and disinfection of the ozone contact tanks, pressure filter tanks, and process piping
- Completion of the of Monitoring and Control System for Potable Water System
- Startup and testing of operation
- Training of City Staff
- Punch list items identified by the City as a result of final inspection following completion of construction

**Action:** WRECO will cause the construction work to be completed in accordance with the Plans and Specifications entitled "Snoqualmie Ridge Water Supply System - Water Treatment Plant, February 1997, prepared by Earth Tech, Inc., and approved by the City Engineer on February 13, 1997.

Pressure testing, disinfection, and startup and testing of operations will be performed in accordance with procedures to be identified and documented by WRECO and reviewed and approved by the City, as provided in **Exhibit D** of the Snoqualmie Ridge Water System Developer Extension Agreement.

WRECO will cause the construction of the Water Treatment Plant to be completed and the operation of the process components to be adjusted as required to produce treated water that complies with the maximum containment levels defined by WAC 246-290-310 for iron (Fe) and Manganese (Mn).

WRECO will cause the potable water system Monitoring and Control System to be installed and tested consistent with Exhibit D section 2 of the Snoqualmie Ridge Water System Developer Extension Agreement.

**ATTACHMENT C-3****599 ZONE TO 705 ZONE CHANGE OVER**

The connection of the Water Treatment Plant and wells on the north side of the Snoqualmie River to the new Snoqualmie Ridge Water Supply System (pipeline along SR 202 and Snoqualmie Parkway, 1040 Pump Station, and 1040 Reservoir) on the south side of the river will be accomplished by the construction shown on the plan entitled "Snoqualmie Ridge Water Supply System - Transmission Pipeline Connection Detail, December 1997" prepared by Earth Tech, Inc., and approved by the City Engineer on December 29, 1997. Since this connection will convert the existing pipeline on the SR 202 bridge and along SR 202 north of the bridge from the existing 599 Zone to the new 705 Zone, pressure reducing valves must be installed on all services north of the bridge before the connection is completed.

**Action:** WRECO will cause construction of the pressure reducing valves as described in the memorandum dated January 8, 1998, to Bob Hanson, City of Snoqualmie, from George Nordby, Earth Tech, Inc., regarding Pressure Reduction for Salish Lodge and Related Services at no cost to the City. After such valves are installed, tested and approved by the Salish Lodge, Puget Sound Energy and the City of Snoqualmie, WRECO will cause construction of the connection shown on the plan referenced above at no cost to the City. The connection shall be undertaken consistent with a Water Treatment Plant Facilities Phase 2 Activation Plan being prepared by Earth Tech, subject to the City's approval, which shall not be unreasonably withheld.



**ATTACHMENT C-4  
1040 RESERVOIR**

The 1040 Reservoir structure is substantially complete. Some site work remains to be completed consistent with the plans and specifications and applicable King County permits. Work that remains to be completed includes erecting a fence around the site perimeter, providing an easement for access from 96th street, and conversion of the construction sedimentation pond to a permanent water quality detention pond.

**Action:** WRECO will cause the 1040 Reservoir construction and site work to be completed consistent with plans and specifications and County permits, at no cost to the City.

**AFFIDAVIT OF COMPLETION OF WORK  
AND PAYMENT OF COSTS**

STATE OF WASHINGTON }  
                                  } ss.  
COUNTY OF KING

I, James C. Nyberg, Assistant Vice President of Weyerhaeuser Real Estate Company ("WRECO"), of the City of Federal Way, County of King, and State of Washington, being first duly sworn upon oath, deposes and says that:

(1) WRECO is the present owner and developer of the Snoqualmie Ridge Water System;

(2) The improvements described on **EXHIBIT A** to the Bill of Sale (the "Facilities") have been completed in accordance with the plans and specifications listed therein with the exception of the Water Treatment Plant, which is not yet complete;

(3) All bills for labor and material incurred in the construction of the Facilities have been fully paid and satisfied, except for the items indicated in the "Snoqualmie Ridge Water System Estimated Total Cost," attached hereto as **ATTACHMENT 1**;

(4) There are no liens of any kind or character against the Facilities for labor performed or material furnished unless noted above; and

(5) WRECO agrees to pay all outstanding invoices and hold the City harmless against any lien claims arising from the furnishing of labor and materials for the Facilities.

\_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**ATTACHMENT 1  
STATEMENT OF COSTS**

**[WRECO will provide]**

## SNOQUALMIE CITY COUNCIL SPECIAL AND BUSINESS MEETING MINUTES

6:00 PM  
February 23, 1998

Council Chambers  
38767 SE River Street

### SPECIAL MEETING

#### CALL TO ORDER

Mayor Fletcher called the special meeting to order at 6:00 P.M.

Mike Rundlett, Regional Director, Washington State Department of Ecology attended the meeting to discuss the Corps of Engineers 205 Project and the re-license of the dam at Snoqualmie Falls.

### BUSINESS MEETING

#### CALL TO ORDER

Mayor Fletcher called the meeting to order at 7:10 P.M. Councilmember Lonergan led the Pledge of Allegiance.

#### PRESENT

##### Councilmembers

Colleen Johnson  
Dick Kirby  
Frank Lonergan  
Cathy Runkle

##### Staff

R. Kim Wilde, City Administrator  
Pat Anderson, City Attorney  
Don Isley, Chief of Police  
Jodi Warren, City Clerk  
Bob Hanson, City Engineer  
Nancy Tucker, Planning and Parks Director

#### ABSENT

##### Councilmember

Al Nicholas (excused)

#### CITIZEN REQUESTS AND COMMENTS

Dennis Banning, PO Box 301, Snoqualmie commented about the water quality in Kimball Creek.

#### APPOINTMENTS

##### Watershed Forum

Mayor Fletcher appointed Matt Stone to the Watershed Forum with Sno Valley Cities and King County.

**MOVED** by Cathy Runkle, second by Frank Lonergan to ratify the appointment of Matt Stone to the Watershed Forum. Motion passed 4 to 0.

## PRESENTATIONS

### Service Recognition

Mayor Fletcher presented Kim Wilde, City Administrator, with a Certificate of Appreciation for 10 years of service to the City of Snoqualmie.

### Special Recognition

Mayor Fletcher congratulated Don Isley, Chief of Police, for his appointment and commission by Governor Locke to the Forensic Investigations Council.

## PUBLIC HEARINGS

### Policy and Rates for the Snoqualmie Ridge Storm Water Utility

Mayor Fletcher opened the Public Hearing for the Snoqualmie Ridge Storm Water Utility at 7:21 PM.

Hearing no one speak, Mayor Fletcher closed the Public Hearing for the Snoqualmie Ridge Storm Water Utility at 7:21 PM.

### Differential Sewer Rates and Waiver of Certain Connection Charges for Snoqualmie Ridge

Mayor Fletcher opened the Public Hearing for the Snoqualmie Ridge Storm Water Utility at 7:22 PM.

Hearing no one speak, Mayor Fletcher closed the Public Hearing for Differential Sewer Rates and Waiver of Certain Connection Charges for Snoqualmie Ridge at 7:23 PM.

## CONSENT AGENDA

### 1. Approval of Warrants

Claim Warrants #11271 through #11397 and void #11342, 11343, 11365, 11366, 113911, 11393, 11394 in the amount of \$255,068.80 and Payroll Warrants #3639 through #3730 and void #3700-3701 in the amount of \$173,696.66. Grand total of \$428,765.46.

### 2. Minutes

January 26, 1998 - Business Meeting

February 9, 1998 - Special and Workshop Meeting

**MOVED** by Cathy Runkle, second by Colleen Johnson to approve the Warrants as stated. Discussion.

**MOVED** by Cathy Runkle, second by Colleen Johnson to amend the motion to approve the Consent Agenda as stated. Motion passed 4 to 0.

## UNFINISHED BUSINESS

### Public Works Committee (Colleen Johnson, Chair)

**AB# 98-014 Ordinance amending Chapter 12.16 of the Snoqualmie Municipal Code to include Development Standards for Sewer Lift/Pump Stations**

**MOVED** by Colleen Johnson second by Frank Lonergan to adopt *Ordinance No. \_\_\_*, amending Chapter 12.16 of the Snoqualmie Municipal Code to include Development Standards for Sewer Lift/Pump Stations Discussion.

Bob Hanson, City Engineer/Public Works Director presented the background and necessity for this proposed Ordinance. Jim Nyberg, WRECO, presented their view against a blanket requirement.

Colleen Johnson removed her motion from the table. Frank Lonergan removed his second from the table.

Council Concurrence to table this Agenda Bill to the March 9, 1998 meeting.

**AB# 98-015 Ordinance amending Chapter 15.05 of the Snoqualmie Municipal Code, Regulating Registered Plans, and the issuance of Residential Basic Permits**

**MOVED** by Cathy Runkle, second by Frank Lonergan to adopt *Ordinance No. 808*, amending Chapter 15.05 of the Snoqualmie Municipal Code, Regulating Registered Plans, and the issuance of Residential Basic Permits Discussion. Motion passed 4 to 0.

**AB# 98-017 Ordinance Establishing Policy and Rates for Snoqualmie Storm Water Utility**

**MOVED** by Cathy Runkle, second by Frank Lonergan to adopt *Ordinance No. 809*, establishing policy and rates for the Snoqualmie Ridge Storm Water Utility and adding a new Chapter 13.10 to the Snoqualmie Municipal Code.

**MOVED** by Colleen Johnson, second by Dick Kirby to amend the motion to delete "13.10.060-C.". Motion passed 4 to 0.

**MOVED** by Cathy Runkle, second by Frank Lonergan to adopt *Ordinance No. 809*, establishing policy and rates for the Snoqualmie Ridge Storm Water Utility and adding a new Chapter 13.10 to the Snoqualmie Municipal Code, as amended. Motion passed 4 to 0.

**AB# 98-019 Ordinance Providing for Differential Sewer Rates and Waiver of Certain Connection Charges for the Snoqualmie Ridge Planning Area.**

**MOVED** by Colleen Johnson, second by Frank Lonergan to adopt *Ordinance No 810*, Providing for Differential Sewer Rates and Waiver of Certain Connection Charges for the Snoqualmie Ridge Planning Area. and amending Chapters 13.04 and 13.08 of the Snoqualmie Municipal Code. Discussion. Motion passed 4 to 0.

**EMERGENCY ORDINANCE**

**MOVED** by Colleen Johnson, Second by Dick Kirby to declare an emergency and adopt **Ordinance No. 811**, authorizing the condemnation of land owned by Puget Western, Inc., for the purpose of acquiring ownership of the Kimball Creek Pump Station Site. Discussion. Motion passed 4 to 0.

**AB# 98-020 Resolution accepting conveyance of the Kimball Creek Pump Station.**

**MOVED** by Colleen Johnson, second by Dick Kirby to adopt **Resolution No. 480**, accepting conveyance of the Kimball Creek Pump Station. Discussion. Motion passed 4 to 0.

**BREAK FROM 8:45 PM TO 9:00 PM****NEW BUSINESS**Committee of the Whole

Dick Kirby commented on the need to improve Newton Street and the future necessity for larger Council Chambers.

Community Development Committee (Dick Kirby, Chair)

Dick Kirby again mentioned the need to improve Newton Street.

Community Relations (Cathy Runkle, Chair)

Cathy reported that the Committee is working to address lighting issues, including those on Newton Street.

Finance and Administration Committee (Al Nicholas, Chair)**AB# 98-024 Resolution authorizing application for 1997 Disaster Recovery Initiative (DRI) Funds.**

**MOVED** by Cathy Runkle, second by Dick Kirby to approve **Resolution No. 481**. Authorizing an Application for the 1997 Disaster Recovery Initiative (DRI) Funds. Discussion. Motion passed 4 to 0.

**AB# 98-025 Approval of Parks Maintenance Worker Job**

**MOVED** by Cathy Runkle, second by Dick Kirby to approve the Parks Maintenance Worker Job Description and appropriate funds for the position. Discussion. Motion passed 4 to 0.

**AB# 98-026 Contract for Professional Services - Waldron Company**

**MOVED** by Cathy Runkle, second by Dick Kirby to approve the contract with the Waldron Company and authorize the Mayor to sign. Discussion. Motion passed 4 to 0.

**AB# 98-027 Resolution authorizing the sale of surplus City property**

**MOVED** by Cathy Runkle, second by Dick Kirby to adopt *Resolution No.482*, authorizing the sale of surplus City property (Webb property and truck canopy) . Discussion. Motion passed 4 to 0.

**AB# 98-028 Job Requirement City Vehicles**

**MOVED** by Cathy Runkle, second by Colleen Johnson to approve all employees on "standby status" as being eligible for a Job Requirement City Vehicle. Discussion. Motion passed 4 to 0.

**AB# 98-029 Resolution establishing billing rates for City**

**MOVED** by Cathy Runkle, second by Dick Kirby to adopt *Resolution No. 483*, amending hourly billing rates for City staff for processing of proposals. Discussion. Motion passed 4 to 0.

*Public Works Committee (Colleen Johnson, Chair)***AB# 98-030 Resolution Authorizing the Snoqualmie Parkway to open for public travel for local access**

**MOVED** by Colleen Johnson, second by Dick Kirby to adopt *Resolution No.484* authorizing the Snoqualmie Parkway to open for public travel for local access. Discussion. Motion passed 4 to 0.

**AB# 98-031 Public Works Emergency Mutual Aid**

Bob Hanson, City Engineer/Public Works Director introduced the Public Works Mutual Aid Agreement for discussion only

**AB# 98-032 Memorandum of Understanding between the Quadrant Corporation and the City of Snoqualmie for Optiva Headquarters Project, Lots 9 and 10**

**MOVED** by Colleen Johnson, second by Frank Lonergan to authorize the Mayor to sign the Memorandum of Understanding with the Quadrant Corporation for the Optiva Headquarters Project. Discussion. Motion passed 4 to 0.

**AB# 98-033 Memorandum of Understanding between the Snoqualmie Ridge Business Park LLC and the City of Snoqualmie for Final BSIP Approval Process.**

**MOVED** by Colleen Johnson, second by Frank Lonergan to authorize the Mayor to sign the Memorandum of Understanding with the Quadrant Corporation for the Final BSIP Approval Process. Discussion. Motion passed 4 to 0.



**AB# 98-034 Standard Memorandum of Understanding**

**MOVED** by Colleen Johnson, second by Dick Kirby that the Mayor be authorized to sign all standard form Memorandum of Understanding for payment of project processing costs without further City Council approval, provided that copies of proposed Memorandum of Understanding be provided to Council members seven days prior to signing. Discussion. Motion passed 4 to 0.

**AB# 98-035 Resolution accepting conveyance of the Snoqualmie Ridge Water System**

**MOVED** by Colleen Johnson, second by Cathy Runkle to adopt *Resolution No. 485* accepting conveyance of the Snoqualmie Ridge Water System. Discussion. Motion passed 4 to 0.

**AB# 98-036 Resolution accepting conveyance of the Snoqualmie Ridge Phase I CIP Water and Sanitary Sewer Utilities**

**MOVED** by Colleen Johnson, second by Cathy Runkle to adopt *Resolution No. 486* accepting conveyance of the Snoqualmie Ridge Phase I CIP Water and Sanitary Sewer Utilities . Discussion. Motion passed 4 to 0.

**MAYORS REPORT**

Mayor Fletcher reported that there would be a Council workshop on March 14, 1998 at the Salish Lodge.

**COUNCIL COMMITTEE AND STAFF REPORTS**

**MOVED** by Colleen Johnson, second by Cathy Runkle to dispense with Council Committee and Staff reports due to the late hour . Discussion. Motion passed 4 to 0.

**BREAK FROM 9:50 PM TO 10:00 PM****EXECUTIVE SESSION**

Mayor Fletcher called an executive session at 10:00 PM regarding a possible Real Estate Transaction.

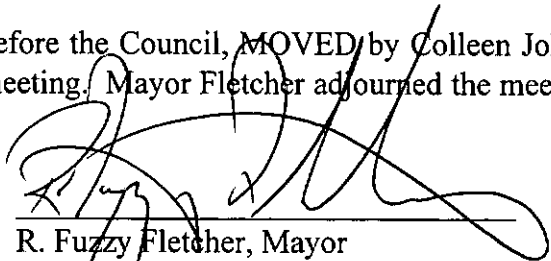
Mayor Fletcher reconvened the regular meeting at 10:30 PM.

**WINERY PROPERTY SUBLEASE**

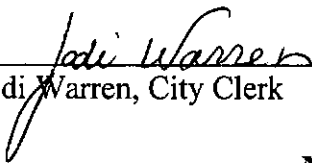
**MOVED** by Dick Kirby, second by Cathy Runkle to direct the City Attorney to write a letter rejecting a proposed sublease to the Winery Property. Motion passed 4 to 0.

**ADJOURNMENT**

There being no further business to come before the Council, **MOVED** by Colleen Johnson, second by Frank Lonergan to adjourn the meeting. Mayor Fletcher adjourned the meeting at 10:35 PM

  
\_\_\_\_\_  
R. Fuzzy Fletcher, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Jodi Warren, City Clerk

**Minutes recorded by Jodi Warren, City Clerk**

When Recorded, Return to

CITY OF SNOQUALMIE  
Attention Jodi Warren, City Clerk  
P O Box 987  
Snoqualmie, WA 98065



## RELEASE OF RESERVATION OF WATER RIGHTS

|  |   |
|--|---|
| <b>Grantor:</b>  | <u>THE QUADRANT CORPORATION</u>   |
| <input type="checkbox"/>                                 | Additional on page _____  |
| <b>Grantee:</b>  | <u>CITY OF SNOQUALMIE</u>   |
| <input type="checkbox"/>                                 | Additional on page _____  |
| <b>Legal Description (abbreviated):</b>                  | <u>Sections 23, 25, 26, and 35, Township 24 North, Range 7 East, W M</u>  |
| <input type="checkbox"/>                                 | Additional on _____   |
| <b>Assessor's Tax Parcel ID #:</b>                       | <u>232479001, 252479001, 252479028, 252479038, 262479001, 262479034, 262479035, 262479036, 262479037, 352479027</u> |
| <b>Reference Nos. of Documents Released or Assigned:</b> | <u>9711262576</u>   |

THIS RELEASE is dated for reference purposes as of July 30, 2004, and is made by **THE QUADRANT CORPORATION** ("Quadrant"), a Washington corporation

### RECITALS

A In November 1997, the City and Quadrant's predecessor in interest, Weyerhaeuser Real Estate Company, executed a developer extension agreement ("the DEA") governing the construction of certain improvements to and extensions of the City's water system and reserving specific water rights to supply the system extensions. The DEA is recorded under King County Recording No 9711262576

B In connection with Quadrant's planned development of its property within the City's annexation areas, which will be served by additional extensions of the City's water system, Quadrant desires to release its reservation of rights to the City's water

supply as set forth in the DEA in order to allow the City the flexibility necessary to authorize water service to Quadrant's planned Snoqualmie Ridge II development

**RELEASE**

**1. Release of Reservation on Assignment of Water Right.** Quadrant hereby releases its reservation of water supply set forth in Paragraph 2 1 5 of the DEA and the corresponding condition on its assignment of water right set forth in Paragraph 2 2 of the DEA This release will enable the City to pool all instantaneous and annual water rights in the City's water utility, which will enable the City to issue water availability certificates for build-out of Snoqualmie Ridge I and Quadrant's planned Snoqualmie Ridge II development

**2. Full Force and Effect.** Except as specifically amended herein, all other terms and conditions of the DEA shall remain in full force and effect

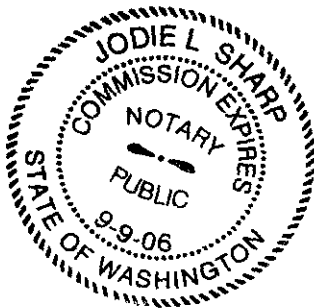
EXECUTED the day and year first above written

THE QUADRANT CORPORATION  
By [Signature]  
Its Vice-President

STATE OF WASHINGTON }  
COUNTY OF KING } ss

On this day personally appeared before me David E. Deery, to me known to be the Vice President of THE QUADRANT CORPORATION, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation for the uses and purposes therein mentioned, and on oath stated that she/he was duly authorized to execute such instrument

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30 day of June, 2004



[Signature]  
Printed Name Jodie L. Sharp  
NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My Commission Expires 9-9-2006

## Commitment for Title Insurance

Title Officer: Seattle Builder / Unit 16  
Email: CTISeattleBuilderUnit@ctt.com  
Title No.: 0257672-16

Escrow Officer: Michael Costello  
Email: michael.costello@ctt.com  
Phone No.: (206)628-5619  
Fax No.: (206)628-9739

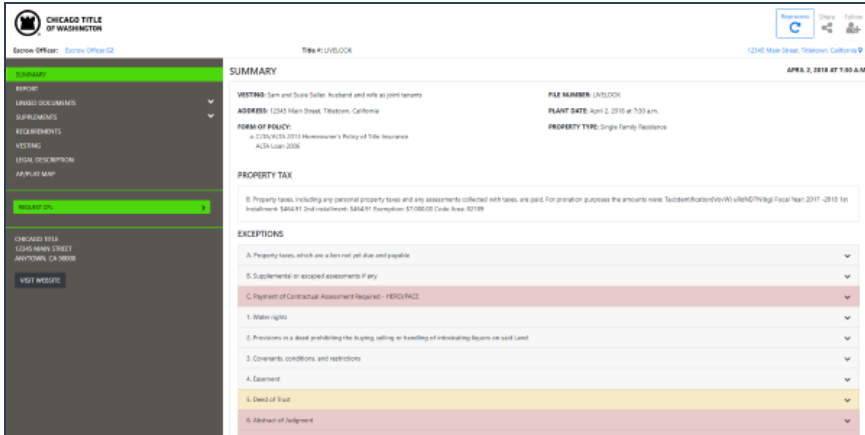
Property Address:

## Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



The screenshot displays the Chicago Title LiveLOOK web application interface. On the left is a navigation menu with options like 'SUMMARY', 'REPORT', 'LINKED DOCUMENTS', 'SUPPLEMENTS', 'REQUIREMENTS', 'VIEWING', 'LEGAL DESCRIPTION', and 'APPLY FOR MAP'. The main content area is titled 'TITLE # LIVELOOK' and shows a 'SUMMARY' section with details such as 'VESTING: Sole and Survive Seller, Incidental and with joint tenants', 'ADDRESS: 12345 Main Street, Trabicon, California', and 'FORM OF POLICY: A-CITL/SL/STL Homeowner's Policy of Title Insurance ALTA Loan 2006'. Below this is a 'PROPERTY TAX' section and an 'EXCEPTIONS' section with a list of items like 'A. Property taxes which are a lien not yet due and payable', 'B. Supplemental or excused assessments if any', 'C. Payment of Contractual Assessment Required - FERGUSON', '1. Water rights', '2. Provisions in a deed authorizing the buying, selling or handling of mineral rights on said land', '3. Covenants, conditions and restrictions', '4. Easement', '5. Deed of Trust', and '6. Abstract of Judgment'. The interface includes a user profile for 'Escrow Officer: Escrow Officer 02' and a date stamp 'APR 2, 2019 AT 10:00 AM'.

**Effortless, Efficient, Compliant, and Accessible**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

Commitment Number:

**0257672-16**  
**Update 2nd Commitment**

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

J.L. Jackson  
Authorized Officer or Agent

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AMERICAN  
LAND TITLE  
ASSOCIATION



**CHICAGO TITLE COMPANY OF WASHINGTON**

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

| ISSUING OFFICE:   | FOR SETTLEMENT INQUIRIES, CONTACT:  |
|---|---|
| Title Officer: Seattle Builder / Unit 16<br>Chicago Title Company of Washington<br>701 5th Avenue, Suite 2700<br>Seattle, WA 98104<br>Phone: (206)628-5623<br>Main Phone: (206)628-5623<br>Email: CTISeattleBuilderUnit@ctt.com | Escrow Officer: Michael Costello<br>Chicago Title - NCS<br>701 5th Avenue, Suite 2700<br>Seattle, WA 98104<br>Phone: (206)628-5619 Fax: (206)628-9739<br>Main Phone: (206)628-5666<br>Email: michael.costello@ctt.com |

**Order Number: 0257672-16**

**SCHEDULE A**

1. Commitment Date: August 16, 2024 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021 w-WA Mod
    - Proposed Insured: King County Public Hospital District No. 4, King County, Washington, dba Snoqualmie Valley Hospital, a Washington municipal corporation
    - Proposed Amount of Insurance: \$4,880,925.00
    - The estate or interest to be insured: FEE SIMPLE
    - Premium: \$ 6,572.00
    - Tax: \$ 680.20
    - Rate: Extended
    - Discount(s): Subdivider
    - Total: \$ 7,252.20
3. The estate or interest in the Land at the Commitment Date is:
  - FEE SIMPLE
4. The Title is, at the Commitment Date, [vested in:](#)
  - Snoqualmie Ridge II Development LLC, a Washington limited liability company
5. The Land is described as follows:
  - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Item 6.

**For APN/Parcel ID(s): 022307-9067-05 and 022307-9077-03**

---

LOTS 3A AND 4A, CITY OF SNOQUALMIE, SNOQUALMIE RIDGE, BOUNDARY LINE  
ADJUSTMENT NUMBER LLA 0902, RECORDED UNDER [RECORDING NUMBER 20090529900004](#), IN KING  
COUNTY, WASHINGTON;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY OF SNOQUALMIE FOR 8-FOOT STRIP  
OF LAND FOR TRAIL RECORDED APRIL 15, 2001, UNDER [RECORDING NUMBER 20110415001006](#); AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF SNOQUALMIE FOR PUBLIC USE BY  
INSTRUMENT RECORDED UNDER [RECORDING NUMBER 20140123000078](#).

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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**CHICAGO TITLE COMPANY OF WASHINGTON****SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.

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**SCHEDULE B, PART I - Requirements**  
(continued)

## 7. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of the City of Snoqualmie.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;  
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;  
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;  
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

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**SCHEDULE B, PART I - Requirements**  
(continued)

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:
- Limited Liability Company: Snoqualmie Ridge II Development LLC, a Washington limited liability company
- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
  - b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
  - c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
  - d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
  - e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. TO PROVIDE THE EXTENDED COVERAGE POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

10. A completed owner's affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.

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**SCHEDULE B, PART I - Requirements**  
(continued)

11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

12. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The 2009 BLA is too old and not detailed enough to substitute for a current ALTA survey.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

13. Any instrument to be executed by King County Public Hospital District No. 4, King County, Washington, DBA Snoqualmie Valley Hospital, a Washington municipal corporation must be in accordance with statute. Satisfactory evidence of authority must be submitted.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**END OF REQUIREMENTS**

**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

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**SCHEDULE B, PART I - Requirements**  
(continued)

Note C: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PTN LTS 3A & 4A, CITY OF SNOQUALMIE BLA LLA 09-02, 20090529900004  
[Tax Account No.: 022307-9067-05](#) and 022307-9077-03

Note D: Notice: Please be advised that our search disclosed that the Land is vacant. The Company reserves the right to require further evidence to establish and verify the identity of the seller. The Company further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

Note E: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

Note F: Note: The Company finds no matters against the name(s) of King County Public Hospital District No. 4, King County, dba Snoqualmie Valley Hospital in the Public Records which would appear as exceptions in the policy.

Note G: Recording charges (per document title) for closings on July 26, 2021, and after, for all Washington counties:

Deed of Trust - \$204.50 and \$1 for each additional page.  
Most other Docs, except as noted below - \$203.50 and \$1 for each additional page.  
Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page  
Multiple titled documents are charged per applicable title.

There is an additional \$4.25 fee per document for electronic recording.

**RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE**

Note H: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent of a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

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**SCHEDULE B, PART I - Requirements**  
(continued)

Note I: NOTE: The premium for the Extended Coverage Owner's Policy is itemized as follows:

|                              |            |
|------------------------------|------------|
| Standard Coverage:           | \$3,505.00 |
| Sales tax:                   | \$362.77   |
| Extended coverage surcharge: | \$3,067.00 |
| Sales tax on surcharge:      | \$317.43   |

TOTAL PREMIUM, INCLUDING TAX: \$7,252.20

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

- A. Rights or claims of parties in possession, or claiming possession, not shown in Public Records.
  
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
  
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed law, and not shown by the Public Records.
  
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
  
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
  
- G. Unpatented mining claims, and all rights relating thereto.
  
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims or title to water.

K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records, or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

**SPECIAL EXCEPTIONS:**

1. Relinquishment of access to State Highway Number 2 and of light, view and air by Deed:

Grantee: State of Washington  
Recording Date: June 11, 1957  
Recording No.: 4804905

2. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed

In favor of: King County  
Recording Date: July 3, 1963  
Recording No.: 5605347

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on King County Short Plat Number 185057:

Recording No: 8703061999

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**SCHEDULE B, PART II - Exceptions**  
(continued)

4. Agreement, including the terms and provisions thereof:

Executed by: Weyerhaeuser Real Estate Company  
And: Snoqualmie Valley School District No. 410  
Recording Date: July 11, 1995  
[Recording No.:](#) [9507110866](#)  
Regarding: Mitigation Agreement

Said agreement has been modified by amendments:

[Recording No.:](#) [9604111255](#)  
[Recording No.:](#) [9612120597](#)  
[Recording No.:](#) [20020809001317](#)

5. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: April 25, 1997  
[Recording No.:](#) [9704250998](#)

Pursuant to instrument recorded under [Recording No. 9906070846](#), the covenants recorded under Recording No. 9711181679 were terminated and the covenants recorded under [Recording No. 9704250998](#) were reinstated.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

Modification(s) of said covenants, conditions and restrictions

[Recording No.: 19990713002070](#)  
[Recording No.: 19991027000922](#)  
[Recording No.: 19991115001487](#)  
[Recording No.: 20000314001537](#)  
[Recording No.: 20000314001538](#)  
[Recording No.: 20000907001328](#)  
[Recording No.: 20010130000828](#)  
[Recording No.: 20010725001425](#)  
[Recording No.: 20020425000649](#)  
[Recording No.: 20021219002580](#)  
[Recording No.: 20030305001810](#)  
[Recording No.: 20031006000004](#)  
[Recording No.: 20031203001576](#)  
[Recording No.: 20031218001918](#)  
[Recording No.: 20040317001141](#)  
[Recording No.: 20040922000916](#)  
[Recording No.: 20050812000958](#)  
[Recording No.: 20050825000527](#)  
[Recording No.: 20060113000018](#)  
[Recording No.: 20070329000920](#)  
[Recording No.: 20081008000529](#)  
[Recording No.: 20090722002152](#)

An Assignment of Declarant Rights under said Covenants, Conditions and Restrictions from Weyerhaeuser Real Estate Company to the Quadrant Corporation was recorded January 8, 2002 under [Recording No. 20020108002826](#).

A memorandum of said restrictive covenants was recorded under [recording No. 20051110001407](#).

Supplemental Declarations under [Recording No. 20010725001426](#) and [Recording No. 20090630001279](#).

An Assignment of Declarant Rights under said conditions, covenants and restrictions from the Quadrant Corporation to Centex Homes was recorded under [Recording No. 20110331001559](#).

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CHICAGO TITLE COMPANY OF WASHINGTON

**SCHEDULE B, PART II - Exceptions**  
(continued)

6. Agreement, including the terms and provisions thereof:

Executed by: Weyerhaeuser Real Estate Company  
And: City of Snoqualmie  
Recording Date: November 26, 1997  
[Recording No.:](#) [9711262576](#)  
Regarding: Developer extension agreement

Said agreement has been modified by release of reservation of water rights recorded under [Recording No. 20040712003424](#).

7. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 20, 1998  
[Recording No.:](#) [9807201530](#)

Modification(s) of said covenants, conditions and restrictions:

[Recording No.: 9811122002](#)  
[Recording No.: 9811170662](#)  
[Recording No.: 9812162824](#)  
[Recording No.: 19991115001488](#)  
[Recording No.: 20000419000085](#)  
[Recording No.: 20000907001329](#)  
[Recording No.: 20010130000829](#)  
[Recording No.: 20011116001490](#)  
[Recording No.: 20021219002579](#)  
[Recording No.: 20030305001811](#)  
[Recording No.: 20050812000959](#)

8. Development Agreement for Snoqualmie Ridge Phase II, including the terms and provisions thereof:

Recording Date: June 29, 2004  
[Recording No.:](#) [20040629001943](#)

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**SCHEDULE B, PART II - Exceptions**  
(continued)

9. Agreement, including the terms and provisions thereof:

Executed by: The Quadrant Corporation  
And: City of Snoqualmie  
Recording Date: August 31, 2004  
[Recording No.:](#) [20040831001103](#)  
Regarding: Snoqualmie wastewater treatment facilities latecomer agreement

10. Notice Re Development Standards and Design Guidelines for Snoqualmie Ridge Phase II, including the terms and provisions thereof:

Recording Date: August 4, 2005  
[Recording No.:](#) [20050804000049](#)

11. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Snoqualmie Boundary Line Adjustment Number 09-02:

[Recording No.:](#) [20090529900004](#)

12. Memorandum of Development Agreements and Covenants, including the terms and provisions thereof:

Recording Date: July 23, 2009  
[Recording No.:](#) [20090723000987](#)

13. Reciprocal Access and Utilities Easement and Joint Use Agreement, and the terms and conditions thereof:

Between: Snoqualmie Ridge II Development LLC, a Washington Limited Liability Company  
And: Public Hospital District No. 4, King County, d/b/a Snoqualmie Valley Hospital  
Recording Date: November 25, 2013  
[Recording No.:](#) [20131125001131](#)  
Affects: Lot 3A and other property

Said instrument was amended by instrument recorded under [Recording No. 20160831002477](#).

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AMERICAN  
LAND TITLE  
ASSOCIATION



**CHICAGO TITLE COMPANY OF WASHINGTON**

**SCHEDULE B, PART II - Exceptions**  
 (continued)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Snoqualmie, a Washington municipal corporation  
 Purpose: Utilities  
 Recording Date: January 16, 2014  
[Recording No.:](#) [20140116000287](#)  
 Affects: Portion of Lot 3A and other property

15. Monument Easement and Maintenance Agreement, and the terms and conditions thereof:

Between: King County Public Hospital District No. 4, a Washington municipal corporation  
 And: Snoqualmie Ridge II Development LLC, a Washington Limited Liability Company  
 Recording Date: August 26, 2016  
[Recording No.:](#) [20160826000456](#)  
 Affects: Lot 4A

16. Monument Easement and Maintenance Agreement and the terms and conditions thereof:

Recording Date: August 26, 2016  
[Recording No.:](#) [20160826000458](#)  
 Affects: Lot 4A

17. Latecomer Agreement Snoqualmine Ridge and the terms and conditions thereof:

Recording Date: October 17, 2016  
[Recording No.:](#) [20161017000697](#)  
 Affects: Lot 3A & 4A

18. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
[Tax Account No.:](#) [022307-9077-03](#)  
 Levy Code: 2277  
 Assessed Value-Land: \$2,597,000.00  
 Assessed Value-Improvements: \$0.00

General and Special Taxes:  
 Billed: \$26,099.38  
 Paid: \$13,049.69  
 Unpaid: \$13,049.69

Affects: Lot 3A

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**SCHEDULE B, PART II - Exceptions**  
(continued)

19. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
[Tax Account No.:](#) [022307-9067-05](#)  
Levy Code: 2277  
Assessed Value-Land: \$2,511,000.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$20,667.57  
Paid: \$10,333.29  
Unpaid: \$10,333.28

Affects: Lot 4A

20. City, county or local improvement district assessments, if any.

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements; and
  - f. Schedule B, Part II-Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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(continued)

- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION - INTENTIONALLY DELETED**

**END OF CONDITIONS**

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## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

### First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

### Additional Pages:

1" top, side and bottom margins containing no markings or seals.

### All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

**International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

**FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

When Recorded Return to:

Foster Garvey PC  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
Attention: Bradley Berg

**TERMINATION OF SNOQUALMIE RIDGE WATER SYSTEM  
DEVELOPER EXTENSION AGREEMENT**

|   |   |
|---|---|
| GRANTOR:                                | SNOQUALMIE RIDGE II DEVELOPMENT LLC                               |
| GRANTEE:                                | CITY OF SNOQUALMIE  |
| ABBREVIATED LEGAL DESCRIPTION:          | PTN LTS 3A & 4A, CITY OF SNOQUALMIE BLA LLA 09-02, 20090529900004 |
| COMPLETE LEGAL DESCRIPTION:             | See Exhibit A.  |
| REFERENCE NUMBER OF DOCUMENTS RELEASED: | 9711262576, 20040712003424  |
| ASSESSOR’S TAX PARCEL ID NOS.:          | 022307-9067-05, 022307-9077-03                                    |

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## TERMINATION OF SNOQUALMIE RIDGE WATER SYSTEM DEVELOPER EXTENSION AGREEMENT

This Termination of Snoqualmie Ridge Water System Developer Extension Agreement (this “**Termination**”) is made and entered into as of January \_\_, 2025 (the “**Effective Date**”) between the CITY OF SNOQUALMIE, a Washington municipal corporation (the “**City**”), and SNOQUALMIE RIDGE II DEVELOPMENT LLC, a Washington limited liability company, as successor in interest to WEYERHAEUSER REAL ESTATE COMPANY, (“**Snoqualmie Ridge II Development**”). The City and Snoqualmie Ridge II may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

A. Weyerhaeuser was the owner of a larger parcel that encompassed property legally described in Exhibit A (the “**Property**”).

B. The City and Weyerhaeuser Real Estate Company, a former Washington limited liability company (“**Weyerhaeuser**”) WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation and Grantor’s predecessor in interest entered into the Snoqualmie Ridge Water System Developer Extension Agreement dated November 19, 1997 and recorded on November 26, 1997 as King County Recording No. 9711262576 and assigned to Snoqualmie Ridge II Development (collectively the “**Snoqualmie Ridge Water System Developer Extension Agreement**”) governing the construction of certain improvements and extensions and reserving specific water rights to supply the system extensions, which were released by a Release of Reservation of Water Rights dated June 30, 2004 and recorded on July 12, 2004 as King County Recording No. 20040712003424.

C. Snoqualmie Ridge II Development, is the current owner of the Property, and Weyerhaeuser’s successor-in-interest to the Snoqualmie Ridge Water System Developer Extension Agreement.

D. The obligations under the Snoqualmie Ridge Water System Developer Extension Agreement have been complete and the parties wish to terminate the Snoqualmie Ridge Water System Developer Extension Agreement as it relates to the Property according to the terms and conditions set forth herein.

### AGREEMENT

In consideration of the above recitals and the mutual covenants hereinafter set forth, the City and Snoqualmie Ridge II agree as follows:

1. Termination. The Snoqualmie Ridge Water System Developer Extension Agreement is hereby terminated in its entirety as it relates to the Property. Each party represents



and warrants to the other that all obligations owed to it under the Snoqualmie Ridge Water System Developer Extension Agreement have been performed or are otherwise satisfied. Neither the City nor the owner of the Property shall have any further rights or obligations with respect to the Snoqualmie Ridge Water System Developer Extension Agreement. This Termination shall be effective as to the City and the owner of the Property and their respective successors and assigns, and it shall extinguish any licenses or covenants running with the land.

2. Release. As of the Effective Date, the Parties hereby mutually release and discharge each other, their successors and assigns, from such party's respective obligations and liabilities (financial or otherwise) under the Snoqualmie Ridge Water System Developer Extension Agreement, whether to be kept, observed, or performed in the past, at present, or in the future.

3. Authority; Counterparts. The parties represent and warrant that they have full power and authority to enter into and perform this Termination. The parties represent that the individuals and entities signing this Termination on their behalf have full authority to so act. This Termination may be executed and delivered in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Termination is executed by the parties hereto, intending to be legally bound, effective as of the date first written above.

*[Signature Pages Follows]*

IN WITNESS WHEREOF, this Termination of Snoqualmie Ridge Water System Developer Extension Agreement is executed by the parties hereto, intending to be legally bound, effective as of the date first written above.

**THE CITY:**

CITY OF SNOQUALMIE, a Washington municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SNOQUALMIE RIDGE II:**

SNOQUALMIE RIDGE II DEVELOPMENT, LLC, a Washington limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument as the \_\_\_\_\_ of the CITY OF SNOQUALMIE and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
(Signature of Notary)  
Notary public in and for the state of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument as the \_\_\_\_\_ of the SNOQUALMIE RIDGE II DEVELOPMENT LLC and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
(Signature of Notary)  
Notary public in and for the state of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**Snoqualmie Ridge II's Property**

For APN/Parcel ID(s): 022307-9067-05 and 022307-9077-03

LOTS 3A AND 4A, CITY OF SNOQUALMIE, SNOQUALMIE RIDGE, BOUNDARY LINE ADJUSTMENT NUMBER LLA 0902, RECORDED UNDER RECORDING NUMBER 20090529900004, IN KING COUNTY, WASHINGTON;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY OF SNOQUALMIE FOR 8-FOOT STRIP OF LAND FOR TRAIL RECORDED APRIL 15, 2001, UNDER RECORDING NUMBER 20110415001006; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF SNOQUALMIE FOR PUBLIC USE BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20140123000078. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**RESOLUTION NO. 1706****A RESOLUTION OF THE CITY OF SNOQUALMIE,  
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN  
THE TERMINATION OF SNOQUALMIE RIDGE WATER  
SYSTEM DEVELOPER EXTENSION AGREEMENT.**

**WHEREAS**, Weyerhaeuser Real Estate Company was the owner of a larger parcel;  
and

**WHEREAS**, the City and Weyerhaeuser Real Estate Company entered into the Snoqualmie Ridge Water System Developer Extension Agreement dated November 19, 1997, and recorded on November 26, 1997; and

**WHEREAS**, the Snoqualmie Ridge Water System Developer Extension Agreement was assigned to Snoqualmie Ridge II Development requiring the construction the City's water system, including source of supply wells, and the water treatment facility;  
and

**WHEREAS**, the Snoqualmie Ridge Water System Developer Extension Agreement was recorded against the title of the property associated with the Snoqualmie Ridge Water System Developer Extension Agreement; and

**WHEREAS**, the obligations Weyerhaeuser Real Estate Company held under the Snoqualmie Ridge Water System Developer Extension Agreement appear met or satisfied yet the Snoqualmie Ridge Water System Developer Extension Agreement is still recorded against the title of the property; and,

**WHEREAS**, the obligations under the Snoqualmie Ridge Water System Developer Extension Agreement have been completed, and the parties wish to terminate the

Snoqualmie Ridge Water System Developer Extension Agreement formally as it relates to the Property according to the terms and conditions set forth herein;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Snoqualmie, Washington as follows:

**Section 1. Termination of Snoqualmie Ridge Water System Developer Extension Agreement.** The Snoqualmie Ridge Water System Developer Extension Agreement with Weyerhaeuser Real Estate Company is hereby terminated.

**Section 2. Authorization for Termination Execution.** The Mayor is authorized to execute the Termination of Snoqualmie Ridge Water System Developer Extension Agreement attached hereto as Exhibit A.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 10<sup>th</sup> day of February 2025.

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

Attest:

Approved as to form:

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

\_\_\_\_\_  
Dena Burke, City Attorney

# Council Agenda Bill

## AB Number

AB25-025

## Agenda Bill Information

### Title\*

City Hall Hours

### Action\*

Motion

### Council Agenda Section

Ordinance

### Council Meeting Date\*

02/10/2025

### Staff Member

Dena Burke

### Department\*

Legal

### Committee

Finance and Administration

### Committee Date

02/04/2025

### Exhibits

Packet Attachments - if any

x1 Draft Ordinance.docx

25.6KB

## Summary

### Introduction\*

The City Council of Snoqualmie finds the existing City Hall office hours need to be modified.

### Proposed Motion

Adopt Ordinance 1304 amending Snoqualmie Municipal Code Section 2.02.010, relating to City Hall hours.

### Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)

RCW 35A.21.070 prescribes the legislative body of the City set office hours by ordinance. Ordinance No. 732 established City of Snoqualmie office hours. During the COVID-19 pandemic, City Hall hours were changed to Tuesday through Thursday from 10:00 a.m. to 2:00 p.m., and the City expanded its technological capabilities to better serve the community remotely via phone and electronic communication. However, post COVID-19 pandemic, there is a desire to extend City Hall hours beyond the current Tuesday through Thursday hours

### Analysis\*

The City Council of the City of Snoqualmie would like to amend Snoqualmie Municipal Code Section 2.02.010 to read as follows: commencing March 1, 2025, the City office of City Hall shall be kept open for the transaction of business with the public from the hours of 9:00 a.m. to 3:00 p.m., four days per week, Monday through Thursday, excepting legal holidays

**Budgetary Status\***

This action has no budgetary implications.



**ORDINANCE NO. 1304**

**AN ORDINANCE OF THE CITY OF SNOQUALMIE,  
WASHINGTON, AMENDING SNOQUALMIE MUNICIPAL CODE  
SECTION 2.02.010, RELATING TO CITY HALL HOURS.**

**WHEREAS**, RCW 35A.21.070 prescribes the legislative body of the City set office hours by ordinance; and

**WHEREAS**, by Ordinance No. 732, the City of Snoqualmie established office hours; and

**WHEREAS**, during the COVID-19 pandemic, City Hall hours were changed to Tuesday through Thursday from 10:00 a.m. to 2:00 p.m.; and

**WHEREAS**, post the COVID-19 pandemic, there is a desire to extend City Hall hours beyond the current Tuesday through Thursday hours; and

**WHEREAS**, the City Council of Snoqualmie, Washington, finds that the existing City Hall office hours need to be modified;

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

**Section 1.** Snoqualmie Municipal Code section 2.02.010 is hereby amended to read as follows:

2.02.010. City Hall hours.

Commencing March 1, 2025, ~~the~~ city office of City Hall shall be kept open for the transaction of business with the public from the hours of 9:00 a.m. to ~~5:00~~ 3:00 p.m., ~~five~~ four days per week, Monday through ~~Friday~~ Thursday, excepting legal holidays.

**Section 2.** This ordinance shall be in full force and effect five days after its passage and publication, as provided by law.

**Section 3.** Severability. If any portion of this ordinance is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other section of this ordinance.

**Section 4.** Corrections by the City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations, or ordinance numbering and section/subsection numbering.

**PASSED** by the City Council of the City of Snoqualmie, Washington this \_\_\_ day of \_\_\_\_\_ 2025.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Dena Burke, City Attorney

# Council Agenda Bill

**AB Number**

AB25-026

## Agenda Bill Information

**Title\***

Code Enforcement and Nuisance Abatement Cost Recoupment and Process Clarifications

**Action\***

Motion

**Council Agenda Section**

Ordinance

**Council Meeting Date\***

02/10/2025

**Staff Member**

Dena Burke

**Department\***

Legal

**Committee**

Community Development

**Committee Date**

02/03/2025

**Exhibits**

Packet Attachments - if any

x1 Ordinance Cost Recovery for Code Enforcement and Appeals.docx

42.15KB

x2 Code Amendments - Cost Recovery for Code Enforcement and Appeals.docx

25.97KB

## Summary

**Introduction\***

The amendments to Titles 8, 13, 15, and 17 would give the City greater opportunities to recoup costs incurred in pursuing code enforcement actions and better align the process of issuing and appealing code violations and abatement notices, as well as clarifying the penalties and enforcement mechanisms that apply to water, sewer, storm water, and zoning code violations.

Currently, the Snoqualmie Municipal Code contains inconsistent, and sometime ambiguous, provisions for recovering attorney fees and hearing examiner costs associated with seeking code compliance and remedying code violations. Additionally, the code currently provides disparate appeal processes that require some appeal issues be decided by the hearing examiner and other issues to be decided by the City Council, even when they arise from the same underlying circumstances. The proposed amendments would increase efficiency and consistency in decision-making by empowering the hearing examiner to hear all such appeals and removing the City Council from direct involvement in these quasi-judicial appeal processes.

## Proposed Motion

Adopt Ordinance 1305 amending the Snoqualmie Municipal Code (SMC) Titles 8, 13, 15, and 17 to Enable Recoupment of City Costs for Code Enforcement and Nuisance Abatements related to Water, Sewer, Storm Water, and Zoning Regulations; and Harmonize and Clarify the Appeal Processes and Penalties for Code Enforcement and Nuisance Abatement Actions.

## Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)

The City has adopted extensive and well-considered regulations to promote the health, safety, and general welfare of residents of the City, encourage visually attractive, compatible, and sustainable development of residential and commercial land and the built environment; and protect the water supply and the natural environment from harmful pollutants and ecological damage. Examples of these regulations can be found in various parts of the Snoqualmie Municipal Code, including Title 8 (Health and Safety), Title 13 (Water, Sewers and Public Services), Title 15 (Buildings and Construction), and Title 17 (Zoning).

Code enforcement is an important function of the Community Development Department. In short, code enforcement is a process that promotes the health, safety, welfare, and aesthetic beauty of the City by pursuing significant violations of the SMC, securing voluntary compliance where possible, and, when necessary, taking administrative and judicial measures to obtain corrective actions and abate harmful public nuisances. But pursuing code enforcement and nuisance abatement actions can be time-consuming for City staff and can cause the City to incur large costs from outside consultants and attorneys, particularly in cases with numerous related code violations involving technical interpretations of zoning and utility codes. Code cases and nuisance abatements may also generate substantial hearing examiner fees and/or court costs.

## Analysis\*

The City Administration wishes to increase the City's ability to recoup costs associated with code enforcement and nuisance abatements, so that, to the extent possible, the costs of such actions do not fall unfairly on innocent citizens and taxpayers. When the City successfully pursues responsible parties to remedy issues that impact the health, safety, and welfare of the general public, the City's costs should be borne by the person(s) responsible for the code violation or public nuisance, not taxpayers at large. Additionally, the Snoqualmie Municipal Code currently provides inconsistent routes for appealing nuisance abatement and code enforcement cases. The SMC currently requires appeals of nuisance abatement matters and sewer system violations to be heard by the City Council, whereas appeals of other types of code violation cases must be appealed to the Hearing Examiner, even if both matters arise out of similar or related factual circumstances. This split of decision-making authority creates the likelihood of piecemeal, inconsistent, unduly burdensome, and expensive adjudication processes that could be avoided by requiring both types of appeals to be heard by the Hearing Examiner. Empowering the Hearing Examiner to hear all such appeals would also remove the City Council from direct involvement in quasi-judicial appeal processes, which is often considered a best practice to avoid the appearance of politicized code enforcement and appeal decisions.

Further, certain code enforcement provisions in the Snoqualmie Municipal Code are silent or ambiguous as to the applicable enforcement mechanisms, monetary penalties, and timelines for issuing code violations and pursuing appeals, and thus are in need of clarification to ensure that members of the public are well-informed of their rights and obligations.

To address the foregoing concerns, the City Administration recommends amending Chapters 8.16 (Nuisance Abatement), 13.04 (Sewer Regulation), 13.12 (Water Service Regulations and Rates), 15.18 (Surface Water and Storm Water Management), and 17.05 (General Provisions [Zoning]) to provide additional mechanisms for recouping costs incurred by the City in connection with code enforcement and

nuisance abatement actions related to water, sanitary sewer, storm sewer, and zoning regulations; clarify and harmonize processes and procedures for issuing and appealing notices of violation and notices to abate nuisances; and clarify the penalties and enforcement mechanisms that apply to violations of these code chapters.

Adopting these code amendments will increase the opportunity for costs to be recovered by the City when pursuing code enforcement and nuisance abatement cases, including hearing examiner and legal fees, which are not consistently reflected in the current code as reimbursable expenses.

**Budgetary Status\***

This action has no budgetary implications.

**ORDINANCE NO. 1305**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON, AMENDING TITLES 8, 13, 15, AND 17 OF THE MUNICIPAL CODE TO ENABLE RECOUPMENT OF CITY COSTS FOR CODE ENFORCEMENT AND NUISANCE ABATEMENT ACTIONS RELATED TO WATER, SEWER, STORM WATER, AND ZONING REGULATIONS, AND TO HARMONIZE AND CLARIFY APPEAL PROCESSES AND PENALTIES FOR CODE ENFORCEMENT AND NUISANCE ABATEMENT ACTIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Snoqualmie City Council has adopted regulations to promote the health, safety, and general welfare of residents of the City, encourage visually attractive, compatible, and sustainable development of residential and commercial land and the built environment; and protect the water supply and the natural environment from harmful pollutants and ecological damage; and

**WHEREAS**, these regulations can be found in various parts of the Snoqualmie Municipal Code, including Title 8 (Health and Safety), Title 13 (Water, Sewers and Public Services), Title 15 (Buildings and Construction), and Title 17 (Zoning); and

**WHEREAS**, code enforcement is an important mechanism for promoting, among other things, the health, safety, welfare, and aesthetic beauty of the City by pursuing significant violations of code, securing voluntary compliance where possible, and taking administrative and judicial measures when necessary to obtain corrective action and abate harmful public nuisances; and

**WHEREAS**, pursuing code enforcement and nuisance abatement actions can be time-consuming for City staff and can cause the City to incur large costs from outside consultants and attorneys, and frequently generate substantial hearing examiner and/or court costs; and

**WHEREAS**, the City wishes to increase its ability to recoup costs associated with code enforcement and nuisance abatements, so that, to the extent possible, the costs of such actions do not fall unfairly on innocent citizens and taxpayers; and

**WHEREAS**, the Snoqualmie Municipal Code currently requires appeals of nuisance abatement matters and sewer system violations to be heard by the City Council, whereas appeals of other types of code violation cases must be appealed to the Hearing Examiner, even if both matters arise out of similar or related factual circumstances, thus creating the likelihood of inefficient, duplicative, unduly burdensome, and expensive adjudication processes that could be avoided by requiring both types of appeals to be heard by the Hearing Examiner; and

**WHEREAS**, certain code enforcement authorities provided in the Snoqualmie Municipal Code are silent or ambiguous as to the applicable enforcement mechanisms, monetary penalties, and timelines for issuing code violations and pursuing appeals, and thus are in need of clarification to ensure that members of the public are well-informed of their rights and obligations; and

**WHEREAS**, for the foregoing reasons, the City Council desires to amend Chapters 8.16 (Nuisance Abatement), 13.04 (Sewer Regulation), 13.12 (Water Service Regulations and Rates), 15.18 (Surface Water and Storm Water Management), and 17.05 (General Provisions [Zoning]) to provide additional mechanisms for recouping costs incurred by the City in connection with code enforcement and nuisance abatement actions related to water, sanitary sewer, storm sewer, and zoning regulations; clarify and harmonize processes and procedures for issuing and appealing notices of violation and notices to abate nuisances; and clarify the penalties and enforcement mechanisms that apply to violations of these code chapters;

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

**Section 1. Amendments to the Municipal Code.** Titles 8, 13, 15, and 17 of the Snoqualmie Municipal Code are hereby amended as shown in Exhibit A attached hereto.

**Section 2. Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 3. Effective Date.** This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five days after publication.

**Section 4. Corrections by the City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**PASSED** by the City Council of the City of Snoqualmie, Washington this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Dena Burke, City Attorney



## TITLE 8 HEALTH AND SAFETY

### CHAPTER 8.16 NUISANCES

#### 8.16.090 Appeal.

A. Any person notified to abate a public nuisance may appeal the determination of the enforcement officer to the hearing examiner. Appeal shall be made by filing a notice of appeal meeting all the requirements of SMC 2.14.100 within seven calendar days after service of notice to abate. The notice of appeal shall set forth the grounds for the appeal, shall include the address to which further notices are to be mailed, and shall comply with the other requirements of SMC 2.14.100, including payment of the appeal fee.

B. The hearing examiner shall set a hearing on the appeal for a date as soon as may be practical in the circumstances, and notice of the hearing shall be given by mail at least 10 calendar days prior to the date set. Further action on the abatement shall be stayed during the pendency of the appeal.

C. The hearing examiner shall hear and determine the appeal, and shall make findings and conclusions and issue a decision in writing pursuant to SMC 2.14.120, which shall be final and conclusive unless a petition for review is filed in the county superior court within 21 days after the findings, conclusions, and written decision are issued by the hearing examiner and transmitted to the appellant. Notice to the general public of the hearing examiner's decision on the appeal need not be published or posted under SMC 2.14.120.C.

#### 8.16.100 Abatement by the city – Lien authorized.

A. Whenever a notice to abate a public nuisance has been given in accordance with the provisions of this chapter, and 20 days have elapsed from the date of the notice, or 30 days have elapsed from the date of the hearing examiner's decision on appeal, without the owner or responsible person having accomplished the abatement, the city may at its option proceed to abate the public nuisance.

B. In all cases of summary abatement pursuant to SMC 8.16.080 and abatement under subsection A of this section, the city's costs of investigation and abatement of the nuisance, including labor, materials and reasonable value of city equipment employed, and further including all expert consultant fees, attorney fees, hearing examiner fees, and court costs incurred by the city in connection with investigation and abatement of the nuisance, shall be a civil debt owing to the city jointly and severally by all owners or responsible persons to whom notice to abate was given, for which the city shall have a lien. In the event sums due the city under this subsection shall not be paid forthwith, or in the event the owner cannot be found, the enforcement officer shall record a notice of claim of lien in the name of the city. The notice of claim of lien shall be in the same form, and recorded with the same filing officer, and be enforced and foreclosed as provided by law for liens for labor and materials as provided in Chapter 60.04 RCW, as the same exists or may be amended at or after the effective date of the ordinance codified in this chapter.

## TITLE 13 WATER, SEWERS AND PUBLIC SERVICES

### CHAPTER 13.04 SEWER REGULATION

#### 13.04.590 Sewer superintendent - Authority

The utilities director shall be the administrator of the city's sewerage system, and all instructions and decisions made by him shall be final, but appeals from such instructions or decisions may be made to the hearing examiner in writing pursuant to SMC 2.14.100. All such appeals must be filed within 14 calendar days of the appellant's receipt of the instructions or decision being appealed. The utilities director's instructions and decisions are deemed received immediately when conveyed in person or electronically, or three days after posting if sent by regular U.S. Mail or commercial courier service. Where this chapter requires approval by permission or decision of, or instruction from, the utilities director, the utilities director shall be guided solely by generally recognized engineering standards and practices, the operational demands and requirements of the sewerage system, and the peculiarities of construction, topographies, soil condition, and other relevant special factors affecting specific decisions to be made by the utilities director.

#### 13.04.610 Violator – Subject to expenses.

Any person who violates any provision of this chapter, shall be liable to the city for any expense, loss, damage, cost of inspection, cost of investigation, or cost of correction incurred by the city by reason of such violation, including any expenses incurred by the city in collecting from such person of such loss, damage, expense, cost of inspection, cost of investigation, or cost of correction, and further including the city's reasonable attorney fees and hearing examiner costs.

#### 13.04.640 Violations – Abatement.

Any violation of the provisions of this chapter which in the opinion of the utilities director constitutes a hazard to the public health, safety or welfare, is hereby declared to be a public nuisance, and may be abated pursuant to SMC chapter 8.16 and/or by action in the superior court. The city shall be entitled to recover its costs incurred in pursuing nuisance abatement actions to enforce this provisions of this chapter, including attorney fees and consultant or expert witness fees, in administrative and/or superior court proceedings.

### CHAPTER 13.12 WATER SERVICE REGULATIONS AND RATES

#### 13.12.900 Violations.

A. The following are declared to be unlawful and punishable as misdemeanors subject to a penalty of \$1,000 and/or imprisonment for 30 days. Each day of violation shall constitute a separate offense.

1. Making any connection to the municipal water supply system other than under the supervision of the public works department, or without paying the connection charge.
2. Turning on water service after the same has been shut off pursuant to SMC 13.12.040. If water service is turned on after the same has been shut off pursuant to SMC 13.12.040,

there shall be a rebuttable presumption that the person in whose name the utility account was established was the person who turned on the water service.

3. Failing to permit access to a meter by the public works department for the purpose of reading, inspecting or maintaining it.
4. Endangering, threatening or intimidating any public works department employee while the employee is attempting to read, inspect or maintain a meter.
5. Making any connection to or otherwise tampering with any fire hydrant, except by permit issued pursuant to SMC 13.12.025.

B. In addition to the criminal sanctions provided, the foregoing violations may be enforced through civil code enforcement or civil nuisance abatement actions, with civil monetary penalties of \$1,000 per violation. Each day of a continuing violation shall be deemed a separate violation and result in additional monetary penalties. Such violations shall also result in disconnection from the municipal water supply system, and the customer shall not be reconnected until a connection charge and all applicable penalties have been paid; provided, the customer may appeal any civil code enforcement or nuisance abatement action and related civil monetary penalties by filing a notice of appeal to the hearing examiner pursuant to SMC 2.14.100 within 14 calendar days of service of a notice of violation.

## TITLE 15 BUILDINGS AND CONSTRUCTION

### CHAPTER 15.18 SURFACE WATER AND STORM WATER MANAGEMENT

#### 15.18.200 Enforcement.

The director is authorized to enforce the provisions of this chapter, the ordinances and resolutions codified in it, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions. The remedies in this chapter are in addition to any other remedy provided by law.

A. General enforcement action shall be in accordance with this chapter whenever a person has violated any provision of this chapter. The choice of the specific enforcement action taken is at the discretion of the city. A progressive approach is typically implemented, but is not required, in order to assist businesses and other entities, persons, and residents in achieving and maintaining compliance with this chapter. A progressive approach emphasizes outreach, education, and technical assistance before taking further enforcement actions or assessment penalties, unless a flagrant, serious, or purposeful violation has occurred.

B. When a violation of this chapter has been committed, the following penalties may be assessed:

1. Corrective Actions. The director shall have the authority to require any and all of the following corrective actions in order to gain compliance with this chapter:

- a. Cease and desist or stop work order;
- b. Elimination of illicit connection;
- c. Abatement of any and all contaminants;
- d. Implementation of source control or treatment BMPs;
- e. Restoration of affected property, waterway, or conveyance;
- f. Other actions deemed necessary by the director.

2. Abatement by City.

a. City Action. If the violation has not been corrected within the time required by the director and pursuant to the requirements set forth in the notice of corrective action, the city may enter upon the subject premises as authorized by law, and is authorized to take any and all measures necessary to abate the violation including maintaining or repairing a component of a stormwater facility or BMP to bring it into compliance with this chapter and the Surface Water Design Manual or the Stormwater Pollution Prevention Manual. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the city or designated contractor to enter upon the premises for the purposes set forth above and the city may pursue any lawful remedy at its disposal.

b. Recovering Cost of Abatement. If a person is found in violation of this chapter, the city shall be entitled to recover, in addition to any monetary penalties, all abatement costs, including investigation costs, city staff time, sampling and monitoring costs, attorney's

fees, court costs, expert witness and consultant fees, and other expenses associated with enforcement of the provisions of this chapter.

3. Civil Penalties. Any person found to be in violation of this chapter shall be liable for cumulative civil penalties in the following amounts: \$250.00 for the first violation; \$500.00 for the second violation; and \$1,000 per violation for the third and all additional violations. Civil penalties shall constitute a personal obligation of the person against whom the penalties were imposed. An assessed civil penalty must be paid to the city. The penalty may be increased by the city if the violation is flagrant, serious, or purposeful or results in an economic benefit to the violator.

4. Criminal Penalties. Any person found to be in violation of this chapter may be subject to criminal penalties, as prescribed by state law, RCW 90.48.140.

C. Any person who objects to a final order of the city under this section may file an appeal to the city hearing examiner. The person shall file an appeal in accordance with SMC 2.14.100 with the city clerk within 14 days of the date of the order.

## TITLE 17 ZONING

### CHAPTER 17.05 GENERAL PROVISIONS

#### 17.05.100 Administration and enforcement.

The director, as the duly authorized representative of the mayor, is charged with the responsibility of carrying out the provisions of the zoning code. He/she may be provided with the assistance of such other persons as the mayor may direct. The director shall administer the zoning ordinance as follows:

A. Interpretations. All interpretations of this title shall be made by the director or his/her delegate. All interpretations shall be reduced to writing and an orderly, retrievable record shall be kept.

B. Certificate of Zoning Compliance – Performance Bond. No building or structure shall be occupied, and no land shall be used nor shall any use regulated by this code be changed, until the director shall have issued a certificate of zoning compliance, certifying that the use complies with the requirements of this code, and all conditions imposed upon such use have been satisfied or that a bond or other equivalent security has been posted to secure performance of such conditions. The performance bond, or equivalent, shall be in a form acceptable to the city attorney, and shall be in the amount of 150 percent of the estimated cost of satisfying all remaining conditions.

C. Enforcement. The director, or his/her delegate, shall be responsible for taking any action necessary to enforce this title. If the director shall find that any of the provisions are being violated, he/she may notify the person responsible and seek voluntary compliance, or in appropriate cases issue a cease and desist order to the person responsible for such violation, indicating the nature of the violation, ordering the responsible person to cease and desist from such violation, setting forth the action necessary to correct the violation and establishing a date certain for such action to be taken. The cease and desist order shall require the discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures; or of additions, alterations, or structural changes thereto; discontinuance of any illegal work being done; or shall take any other action authorized by this title to ensure compliance with or prevent violations of its provisions. Willful violation of a cease and desist order shall constitute a misdemeanor. Violation of a cease and desist order shall be deemed willful if such violation shall continue with knowledge of the contents of such order, provided, the cease and desist order shall be stayed during the pendency of any appeal thereof as provided in Chapter 14.40 SMC.

D. Filing of Complaints. Whenever a violation of this title occurs, any person may file a complaint in regard thereto. All such complaints must be in writing, and shall be filed with the director who shall properly record such complaint, conduct a preliminary investigation and take such other action as he/she deems necessary.

E. Penalty and Cost Recovery. Any person who violates the provisions of this title or fails to comply with any of its requirements shall be liable for a civil monetary penalty of \$250.00 per violation. Each day such violation continues shall be considered a separate offense and subjects the person to additional penalties. The city shall, in addition to any civil penalties, be entitled to recover its actual costs of investigating, reviewing, processing, and taking measures

to enforce or correct any violations of this chapter, including without limitation all staff time, attorney fees and costs, consultant fees and costs, hearing examiner fees, witness fees and costs, and court costs, and further including all such fees and costs incurred in any administrative, judicial, or appellate proceedings. Nothing herein contained shall prevent the city from seeking such other legal or equitable remedies as may be available to prevent or remedy any violation. Responsibility for violations of this chapter is joint and several, and the code enforcement officer is authorized, but is not required, to take remedial action against any and all persons who may be responsible for a violation.

# Council Agenda Bill

## AB Number

AB25-023

## Agenda Bill Information

### Title\*

Resolution Accepting a Loan from the Department of Ecology

### Action\*

Motion

### Council Agenda Section

Committee Report

### Council Meeting Date\*

02/10/2025

### Staff Member

Andrew Vining

### Department\*

Public Works

### Committee

Parks and Public Works

### Committee Date

02/04/2025

### Exhibits

Packet Attachments - if any

Reclaimed Water Distribution System Engineering Report.pdf

1.78MB

Resolution- City of Snoqualmie - DOE Loan.pdf

508.1KB

## Summary

### Introduction\*

This agenda bill seeks approval of a resolution accepting a low-interest loan from the Department of Ecology Clean Water State Revolving Fund to support the Reclaimed Water System Improvement Project. The improvements will upgrade the aging reclaimed water distribution system and bring it into compliance with current state standards.

### Proposed Motion

Approve Resolution 1707 Accepting a Loan from the Department of Ecology.

### Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)

### State Legislation

The state legislature approved the Reclaimed Water Use Act in 1992 codified as RCW 90.46. This act encouraged using reclaimed water for land application, industrial, and commercial uses. In 1997 the Water Reclamation and Reuse Standards were developed to support this act. Most recently in 2006 this act was



amended to expand uses of reclaimed water and directed state agencies to develop framework for safe and beneficial use of reclaimed water – this amendment is the origin of the reclaimed water rule.

Following the 2006 legislative direction state agencies (Department of Health and Department of Ecology) jointly began developing the framework over a 12-year period based on stakeholder feedback. In 2018 the Reclaimed Water Rule (WAC 0173-219) was adopted to encourage the use of reclaimed water to help meet the growing need for clean water across the state by establishing regulatory framework for the generation, distribution, and the use of reclaimed water for beneficial use. Concurrently agencies published the Reclaimed Water Facilities Manual or “Purple Book” which provides more in-depth guidance for utilities that produce reclaimed water.

### **City Legislation**

Following the state adoption of Reclaimed Water Rule in 2018 the City began evaluating options to ensure compliance with updated state standards. On February 25, 2019 under [AB19-022](#) City Council authorized RH2 Engineering (RH2) to prepare a Reclaimed Water Irrigation System Analysis Feasibility Study to provide agency coordination and evaluate potential solutions to meet the Reclaimed Water Rule standards. During this period the City also renewed it’s Water Reclamation Facility NPDES Permit WA0022403 (Permit) which authorizes the production and distribution of up to 1.56 million gallons of Class A Reclaimed Water daily. The City provided comment to the City’s draft permit on February 24, 2020 and received responses from Ecology documented in the permit. The final Permit outlines necessary improvements to the City’s reclaimed water distribution system and an associated compliance schedule. The following agenda bills were approved by Council to facilitate these improvements and continue production of Class A water. On November 28, 2022 City Council approved [AB22-146](#) Resolution No. 1632 authorizing a contract with RH2 to complete a Reclaimed Water Distribution System Engineering Report. This contract was amended on October 3rd, 2023 under [AB23-110](#) which authorized RH2 to complete design of the reclaimed water reservoir improvements.

### **Background**

The City of Snoqualmie was awarded a \$6.866M low-interest loan as part of the 2025 clean water state revolving fund (CWSRF). The loan-terms include a 30-year 1.6 percent interest loan which may be applied to project design and construction costs incurred after January 1, 2024 thru project completion. City staff applied for \$6.866M funding during fall of 2023 and an additional \$1.785M during fall 2024. The City was awarded the full \$6.866M requested and anticipate a decision on the additional \$1.785M this summer. The City is on track to meet the conditions of the funding off including recent approval of the state environmental review process (SERP). Design of the Reclaimed Water System Improvements is complete and final permit review is underway such that the project will be advertised to contractors in March 2025. To meet the NPDES Permit requirements the improvements must be completed prior to June 30th, 2026.

### **Analysis\***

The City’s Class A reclaimed water storage and distribution system does not meet current state standards and must be improved to ensure compliance with new standards for safe and reliable delivery of reclaimed water to customers. The improvements will upgrade the aging reclaimed water distribution system and bring it into compliance with current state standards. The terms of this low-interest loan are more competitive than standard loan conditions.

City administration recommends acceptance of this \$6.866M low-interest CWSRF funding offer.

Budget

The approval of the Department of Ecology loan will not result in any immediate budgetary impacts as it has no associated fees beyond the stated interest rate. However, it has long-term implications on utility finances. The loan is a part of the Utility Rate Study and the proposed 2025-2030 Utility Capital Improvement Plan. The loan itself will result in higher fund balances as the reclaimed water storage and distribution system is built. Additionally, the lower-than-market interest rate will lead to decreased borrowing costs in the future as compared to a market-rate bond. Both of these factors aid in lower City utility rates, as proposed within the study.

**Budgetary Status\***

This action has no budgetary implications.



# RECLAIMED WATER DISTRIBUTION SYSTEM ENGINEERING REPORT

*Prepared for City of Snoqualmie*

October 2023

SNQ 22-0187



Prepared by:  
RH2 Engineering, Inc.  
22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021  
1.800.720.8052 / rh2.com

# City of Snoqualmie

# Reclaimed Water Distribution System

October 2023

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Prepared by RH2 Engineering, Inc.

Prepared for City of Snoqualmie

Note: This Engineering Report was completed under the direct supervision of the following Licensed Professional Engineers registered in the State of Washington.

Sincerely,

**RH2 ENGINEERING, INC.**



Signed: 10/06/2023

# City of Snoqualmie

# Reclaimed Water Distribution System

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# City of Snoqualmie

# Reclaimed Water Distribution System

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# City of Snoqualmie

# Reclaimed Water Distribution System

## Engineering Report

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## Introduction

This Engineering Report (Report) evaluates alternatives for the City of Snoqualmie (City) to improve its reclaimed water distribution system to meet the requirements of the Washington State Department of Ecology's (Ecology) Reclaimed Water Rule and to comply with Permit Section R8.A.1 of the City's current Reclaimed Water Permit. This Report includes the reclaimed water system alternatives analysis and the preliminary design of the preferred alternative.

## Background

The City owns and operates a potable water system, a sanitary sewer system, and a reclaimed water system. The reclaimed water supply and distribution system finished construction in 1999. The City's Water Reclamation Facility (WRF) supplies Class A reclaimed water to Eagle Lake, where it is stored as irrigation supply for City-supplied customers and the Snoqualmie Ridge Golf Course (Golf Course). City customers are supplied irrigation water from the City owned Irrigation Pump Station (IPS) located near Eagle Lake. The Golf Course irrigation system is owned and operated by the Golf Course and is separate from City operations. **Figure 1** shows the reclaimed water transmission main from the WRF to Eagle Lake, as well as the City's reclaimed water system irrigation areas.

In 2021, Ecology issued the City's updated National Pollutant Discharge Elimination System (Permit) Permit (No. WA0022403), which included additional requirements for the City's reclaimed water system. These updates are based on the recently modified Reclaimed Water Rule, Chapter 173-219 Washington Administrative Code (WAC), which includes requirements that did not exist at the time the reclaimed water system was constructed. Through the NPDES Permit, Ecology is requiring the City to modify the reclaimed water distribution system to "...not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff." The purpose of this Report is to analyze alternatives and propose reclaimed water system improvements to fulfill Permit Section R8.A.1 submittal requirements. The use of reclaimed water is necessary to help meet the growing need for clean water for beneficial use. It is RH2 Engineering, Inc., (RH2) and the City's understanding that the goal of the Reclaimed Water Rule and the Permit, as it pertains to the City's Class A reclaimed water irrigation system, is to prevent degradation of reclaimed water quality from other sources.

The existing City irrigation system is a non-expanding reclaimed water system. At this time, the City has no intention to increase the service area or number of customers that receive reclaimed water.

## Historical Irrigation Usage

Currently, reclaimed water is produced at the WRF, sent to Eagle Lake via the Reclaimed Water Transmission Main, and then pumped from the IPS to the City's irrigation distribution system. The municipal side of the IPS has three pumps that supply a 10-inch pipeline that connects to

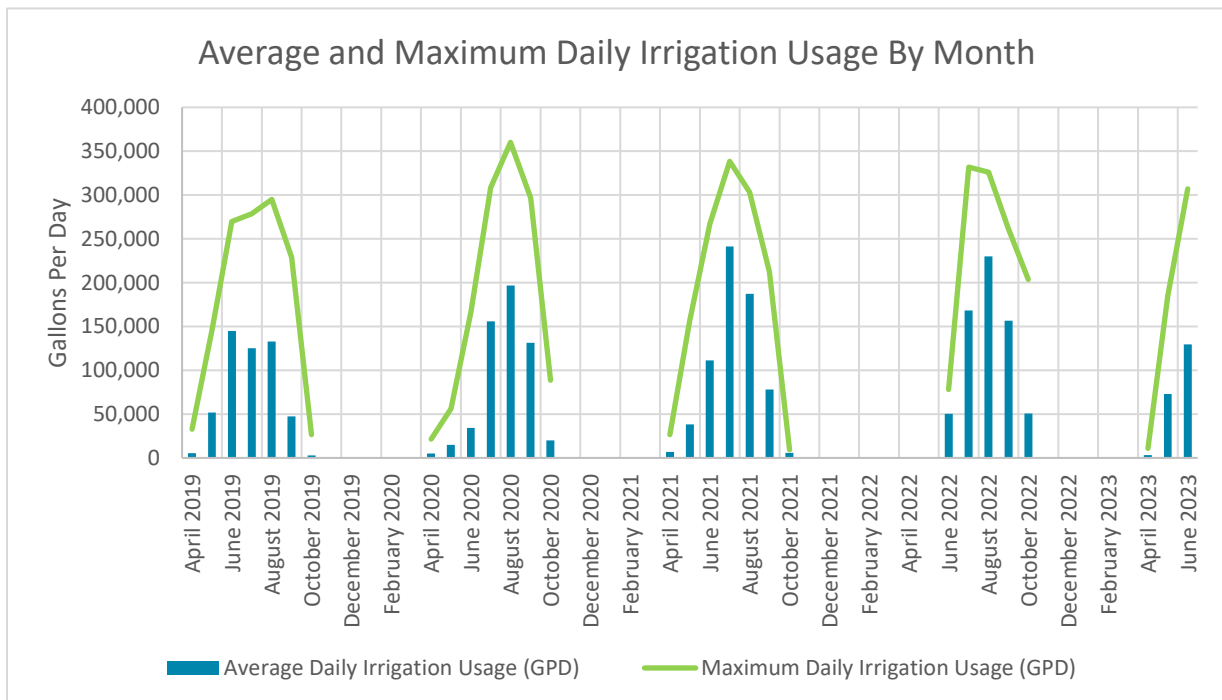
the City’s irrigation distribution system. **Table 1** shows the existing pumps’ capacity, total dynamic head, and horsepower.

**Table 1**  
**Existing Municipal Irrigation Pumps**

| Pump Quantity and Type     | Pump Capacity (gpm) | Total Dynamic Head (ft) | Horsepower |
|----------------------------|---------------------|-------------------------|------------|
| (2) Vertical Turbine Pumps | 500                 | 400                     | 75         |
| (1) Jockey Pump            | 40                  | 600                     | 7.5        |

Historically, the City supplied Eagle Lake from two sources; Class A reclaimed water from the City’s WRF, and water from the City’s potable water system. In 2019, the City transitioned to using only reclaimed water for irrigation to help conserve potable water for beneficial use. **Figure 2** shows the average and maximum daily irrigation use for each month from April 2019 to June 2023 during irrigation season. During the 2019 through 2022 irrigation seasons, the average volume of irrigation water used for the City’s irrigation system was 17.9 million gallons (MG) per year. This is not total reclaimed water supply to Eagle Lake or does it include supply to the Golf Course irrigation system.

**Figure 2**  
**Average and Maximum Daily Irrigation Usage per Month**





The existing City irrigation system controller is a Rain Bird Maxicom Central Control System with meters to the various points of connection to bill customers. This Maxicom system controls irrigation of City areas overnight between the hours of 10 PM and 6 AM. **Table 2** summarizes the daily irrigation water demands.

**Table 2**  
**City Irrigation Demands Summary**

| Condition                              | Criteria   | Gallons |
|--|--|---------|
| Average Daily Demand                   | Average Day Production in July and August 2019-2022  | 180,000 |
| Maximum Daily Demand                   | Maximum Day Production from 2019-2022  | 360,000 |
| Maximum Daily Irrigation Pump Capacity | Eagle Lake Pump Station capacity with two 500 gallons per minute (gpm) pumps continuously running for 8 hours each night | 480,000 |

The City contracts with Extended Range Forecasting Company, Inc., (ERF, aka Water Management Group, Inc.) to manage the irrigation system. The irrigation system piping varies throughout distribution, and there are multiple pressure regulating valves which reduce pressure to the zone of application. The jockey pump operates intermittently to maintain a pressure setpoint within the system, a minimum of 70 pounds per square inch (psi).

## Alternatives Analysis

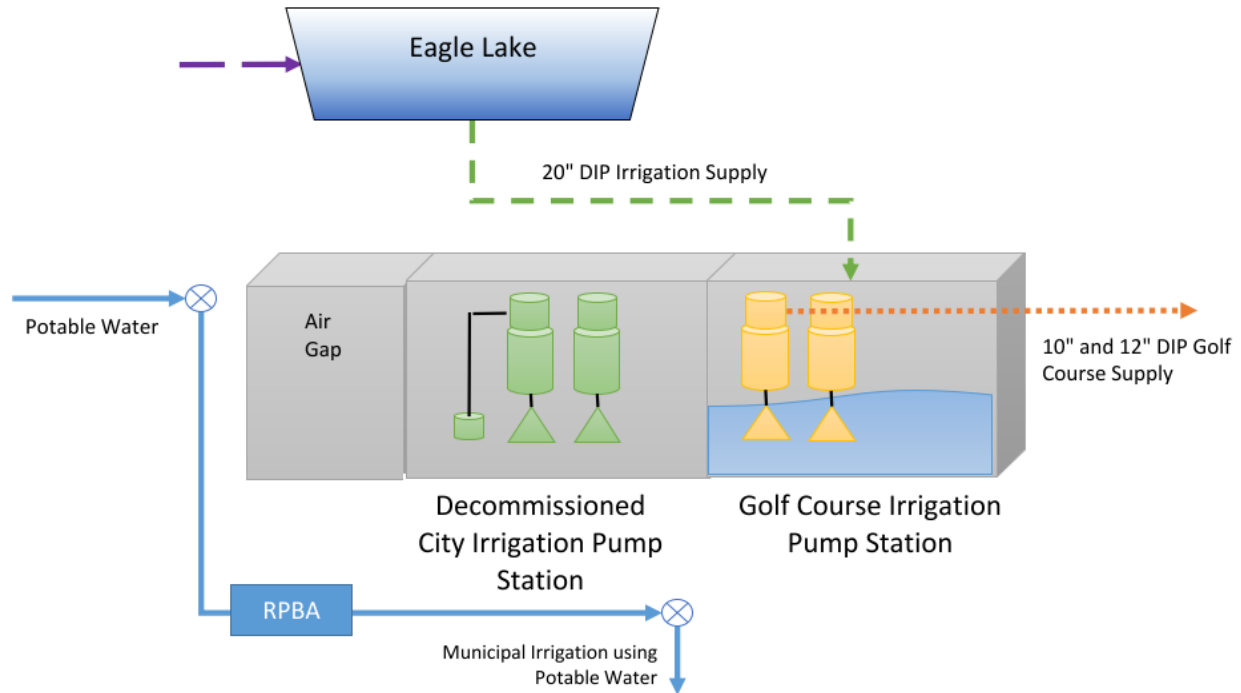
Ecology is requiring that the City’s irrigation system be separated from Eagle Lake so that it does not pump water that is comingled with other potential water sources. In addition, the Reclaimed Water Rule requires that any Class A reclaimed water generator or distributor must maintain a free chlorine residual greater than 0.2 milligrams per liter (mg/L) or a total chlorine residual greater than 0.5 mg/L “...from the facility to the point of use to prevent biological growth, prevent deterioration of reclaimed water quality, and to protect public health.” (WAC 173-219-370(1)). RH2 evaluated two distribution system improvement alternatives to comply with these regulations. Alternative 1 would transition the City’s entire municipal irrigation supply downstream of the IPS to potable water, which inherently has a chlorine residual. Alternative 2 would construct a closed reservoir to store and separate reclaimed water generated by the WRF from the Golf Course’s Eagle Lake. This alternative would either have a permanent chlorination system for disinfection or have appurtenances to implement emergency chlorination.

### Alternative 1: Transition Irrigation Customers to Potable Supply

Alternative 1 would transition existing irrigation customers from reclaimed water to potable water. This can be accomplished by bypassing the IPS altogether and connecting the existing potable water supply directly to the 10-inch ductile iron pipe (DIP) municipal irrigation main. Piping associated with the municipal reclaimed IPS would be cut and capped. The existing 4-inch-diameter potable supply pipeline may need to be upsized to accommodate the new connection. A reduced pressure backflow assembly (RPBA) would be installed to prevent a cross connection to the domestic water system. The pipeline would be equipped with control valves

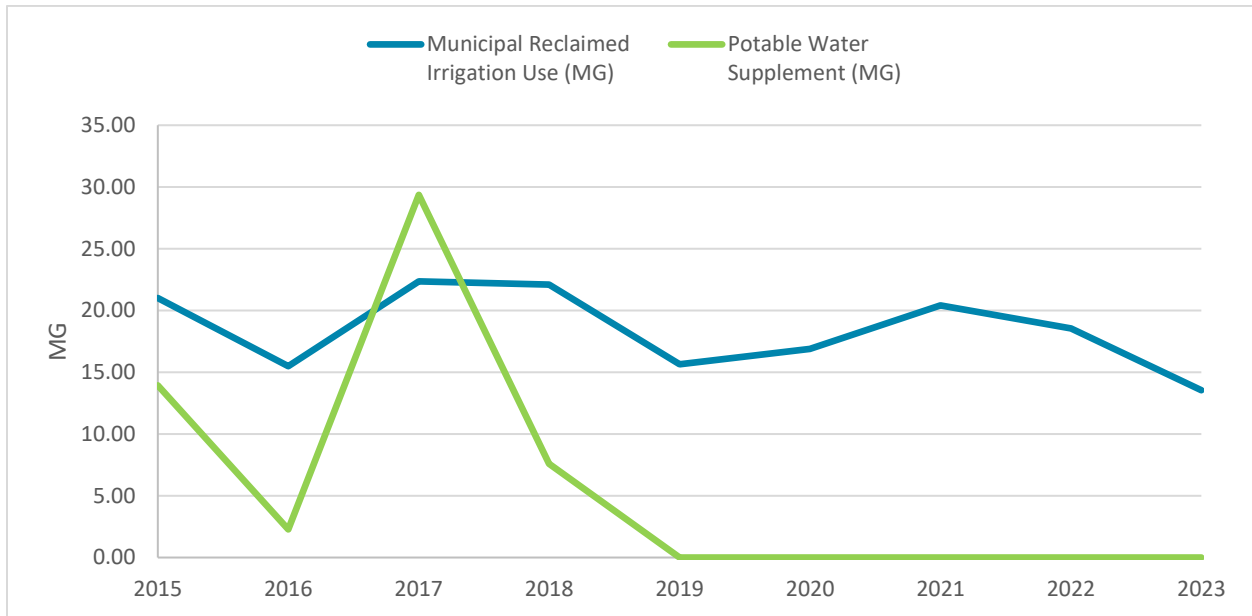
to regulate flow and a flow meter with a telemetry connection to allow the City to monitor water use. **Figure 3** shows a schematic of this alternative.

**Figure 3**  
**Alternative 1 Schematic**



The City’s Water Use Efficiency (WUE) Program, in accordance with the WUE Rule in the Municipal Water Supply – Efficiency Requirements Act, is helping to curtail excess potable water demands. Prior to 2019, potable water was used occasionally to supplement reclaimed water for irrigation. Since 2019, the City has not supplemented reclaimed water demands with potable water. **Figure 4** shows the historical annual municipal reclaimed water irrigation usage and potable water supplement. Converting municipal customers’ irrigation supply from reclaimed water to potable water will result in higher potable water usage for irrigation. This will result in higher potable water usage for irrigation and may result in greater burden to water supply which has not been accounted for in water system planning.

**Figure 4**  
**Municipal Reclaimed Irrigation Use and Potable Water Supplement**



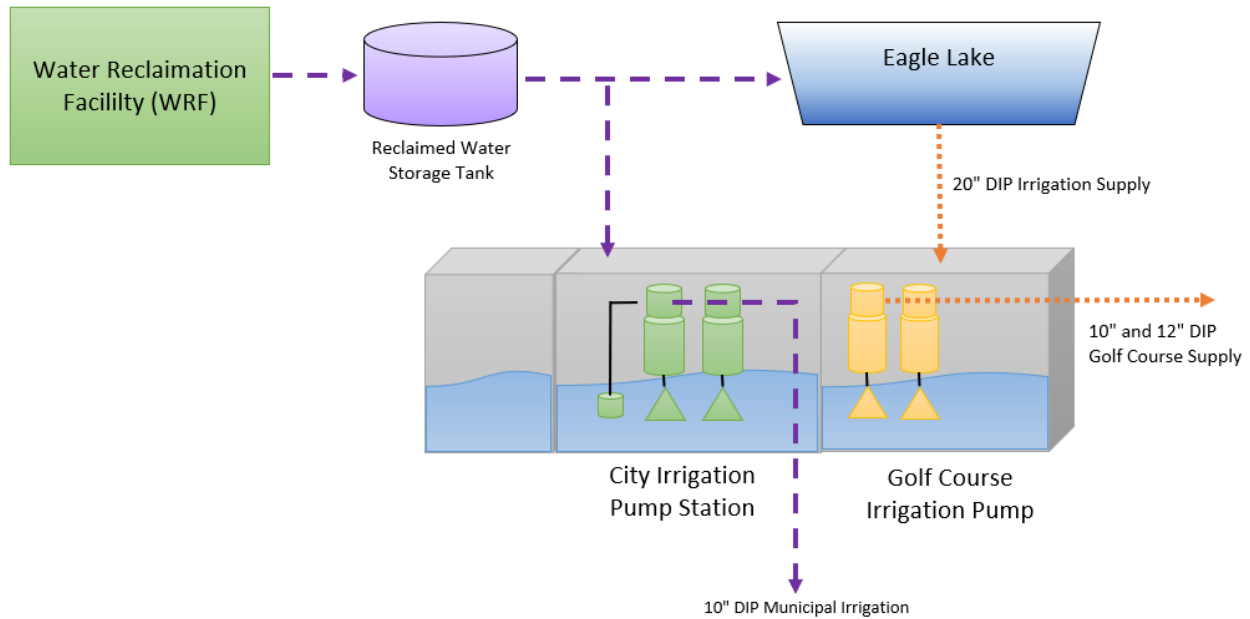
Converting the City’s irrigation supply to potable water also will cause an increase in prices for City customers currently billed for reclaimed water. Per City Ordinance 1187, the rate for retail customers of the municipal irrigation system for reclaimed water is a flat rate (based on the percent of total zones a customer owns) plus a volumetric rate of \$3.21 per 100 cubic feet (ccf) in 2023. The commercial water/potable irrigation rate is a flat rate (based on the size of the customer’s water meter) plus a volumetric rate of \$4.09/ccf in 2023 (assuming the usage falls within 300 to 801 ccf). Therefore, transitioning customers from reclaimed water to potable water would result in a cost increase of \$0.88/ccf in 2023.

The Water System Plan (WSP) details future water rights and source capacity limitations. Table 6-3 of the WSP shows that instantaneous water rights would be deficient by 2040 even factoring Water Use Efficiency (WUE). Table 7-2 of the WSP shows that projected water source capacity would be deficient by 2030. Due to the City’s population growth, limited water rights, and customer cost impacts, potable water is not a viable long-term solution for the City to comply with the Reclaimed Water Rule.

## Alternative 2: Separation of City Reclaimed Water Irrigation System

Alternative 2 consists of constructing a new reclaimed water reservoir. Reclaimed water produced at the WRF would be stored in the reservoir and then connected to the irrigation distribution system at the IPS, thereby completely separating Eagle Lake from the municipal irrigation system. This alternative would provide the City with complete control of the reclaimed water quantity and quality as it leaves the WRF. Eagle Lake would continue to be supplied with reclaimed water for use by the Golf Course. **Figure 5** shows a schematic of this alternative.

**Figure 5**  
**Alternative 2 Schematic**



### Alternative 2A: Reclaimed Water Reservoir with Chlorination

To maintain a chlorine residual per WAC 173-219-370, a chlorination system would inject sodium hypochlorite into the City’s irrigation pump station discharge as the water is pumped to the municipal irrigation distribution system. The disinfection infrastructure would include a bulk sodium hypochlorite chemical storage and feed system, chlorine residual analyzers in the irrigation distribution system at key locations (to ensure a residual greater than 0.2 mg/L free chlorine or greater than 0.5 mg/L total chlorine), and electrical and control improvements.

The disadvantages of chlorinating reclaimed water not only include the additional capital and operational costs for the chemical feed system, but also the challenges and labor required to maintain a chlorine residual in this type of distribution system. As shown in **Figure 1**, unlike a potable water distribution system that typically loops fresh water throughout a system, the reclaimed water distribution system consists of a 10-inch-diameter transmission main to Eagle Lake and a branching network of irrigation lines from the pump station. This results in many dead-end, small diameter pipelines, each with their own extended water age issues. It would be challenging to monitor the various extents of the irrigation zones for chlorine residual. It would be even more challenging to consistently maintain a healthy chlorine residual in an intermittent system that only operates overnight and is dormant for most of the day. A fully looped irrigation system would require a complete rebuild of this distribution system.

### Alternative 2B: Reclaimed Water Reservoir without Chlorination

WAC 173-219-370 allows for the distribution chlorine residual requirement to be waived or modified if the reclaimed water generator can demonstrate a benefit from reducing or eliminating the chlorine residual. The City previously requested a distribution chlorine residual waiver in a December 2015 Engineering Report under the condition that the chlorination disinfection system be maintained to either mitigate biological growth within the irrigation distribution system or provide disinfection in the event the ultraviolet (UV) disinfection system

cannot meet reclaimed water standards. In 2019, the City received formal approval from Ecology and the Washington State Department of Health (DOH) to waive the distribution chlorine residual requirement for the UV application. The City is requesting that Ecology and DOH continue to waive the distribution chlorine residual requirement for the proposed application of completely separating Eagle Lake from the municipal irrigation system by constructing a reclaimed water reservoir. The many benefits of not chlorinating the City's reclaimed water include the issues referenced previously. City operations staff would not need to operate and maintain the chlorine storage and feed equipment or monitor chlorine residual throughout the various dead-end irrigation zones overnight during the hours of irrigation.

One of the strongest reasons to not chlorinate is that the City has been operating this irrigation system for more than two decades without any recorded violations or public health concerns regarding the use of reclaimed irrigation water. The City has complete control of the irrigation system, there are no unauthorized users of the reclaimed water system, and the late-night hours of operation limit human exposure to the Class A reclaimed water. Augmenting this water with a chlorine residual would require extensive additional maintenance for City staff with minimal health benefit.

To provide disinfection flexibility, the City can keep the WRF reclaimed water pump discharge chemical injection point available if sodium hypochlorite is ever needed to sanitize the irrigation distribution system in an emergency. The City previously chlorinated Class A reclaimed water before the UV light disinfection system was implemented at the WRF.

## Recommendation

Separating the City's reclaimed water allotment from Eagle Lake by installing a new closed water reservoir is the best solution to meet the updated Permit requirements. This will allow the City to have full control of the quality of reclaimed water generated by the WRF. Maintenance of a chlorine residual to comply with WAC 176-219-370 may require rebuilding the City's entire irrigation distribution system, as well as extensive operator labor to maintain and operate a chlorine storage and injection system and monitor chlorine residuals in dead-end zones overnight. The non-looped irrigation distribution system may not feasibly sustain a chlorine residual due to extensive water quality issues within dead-end pipes. The effort required for maintaining this residual has minimal benefit since the City has had no reported public health issues with humans interacting with this reclaimed irrigation water since 1999 when construction was completed. It would be challenging to estimate the costs of chlorinating reclaimed water while upgrading the reclaimed water distribution system to ensure a persistent chlorine residual. The City is formally requesting Ecology waive the requirement of maintaining a chlorine residual as outlined in WAC 173-219-370, since separation through a proposed reclaimed water reservoir will meet the intent of the NPDES Permit.

# Reclaimed Water Reservoir Preliminary Design

## Reservoir Sizing

The reservoir will be sized to provide at least enough storage to meet the maximum day demand of the existing system over the 8 hour irrigation period. The irrigation period is from 10 PM to 6 AM and most reclaimed water is produced during the day. **Table 3** shows the basis of design for the reservoir’s volume.

**Table 3**  
**Reclaimed Water Reservoir Volume Basis of Design**

| Condition                                 | Criteria  | Design Usage (gal) |
|---|---|--------------------|
| Average Daily Demand                      | Average Day Demand (During Peak Irrigation Season)  | 180,000            |
| Minimum Storage Volume                    | 1.5 x Average Day Demand (per Reclaimed Water Facilities Manual)                                    | 270,000            |
| Maximum Daily Storage Volume              | Maximum Production from 2019-2022   | 360,000            |
| Conservative Maximum Daily Storage Volume | Maximum Production with a 10% Safety Factor   | 400,000            |
| Maximum IPS Pumping Condition             | Eagle Lake Pump Station capacity with two 500 gpm pumps continuously running for 8 hours each night | 480,000            |

The proposed reservoir should be sized to store approximately 400,000 gallons to provide some conservatism for the maximum daily volume. The exact size will be determined in a future phase of this project.

## Reservoir Location

The proposed reclaimed water reservoir will be constructed along the reclaimed water transmission main that currently runs from the WRF to Eagle Lake. Reclaimed water will flow from the reservoir to the IPS and bypass Eagle Lake. A new control structure and clearwell also will need to be installed at the IPS. **Figure 6** provides six possible sites for the proposed reservoir. Sites 1 and 2 are preferable as they are out of the neighborhood’s public view; however, they are both within Bonneville Power Administration’s (BPA) easement and would require additional coordination and permitting prior to construction. If the BPA permitting timeline would prevent the tank from being constructed and operational by June 30, 2026, then Site 3 or 4 should be selected. Site 3 is within view of the Golf Course and many homeowners; therefore, it would require additional coordination with these stakeholders. Site 4 is at the WRF. This site would simplify operations and maintenance; however, due to hydraulic constraints, a reservoir at the WRF would have to be very shallow and would be significantly more expensive than the other sites. Site 5 would require constructing an additional clarifier at the WRF and utilizing it as a reclaimed water reservoir until City growth requires it to function as a clarifier to increase WRF treatment capacity. This option was eliminated as it is significantly more expensive than sites 1-3 and once a third clarifier is needed at the WRF, another reclaimed water reservoir also would be necessary. Site 6 is next to the IPS. This site was

eliminated due to the large number of existing utilities in the area. **Planning-Level Capital Costs** for all six sites are presented later in this Report.

## Reservoir Access

The site will be developed to allow for large vehicles to drive to the infrastructure for any future work. The reservoir will be buried or partially buried depending on the selected location. There will be a single roof access hatch that will be a minimum of 30 inches in diameter for interior access and transport of any maintenance equipment inside the reservoir. The interior access ladder will be stainless steel and equipped with a safety climb system. The reservoir will be designed to prevent any stormwater intrusion to maintain the water quality of the reclaimed water.

## Reservoir Mechanical

A control structure or mechanical piping system will be designed in a future phase of this project to split reclaimed water flows to the reservoir and to Eagle Lake. Due to the volume differences between the reservoir and Eagle Lake, the intent of the control structure would be to prioritize filling the reservoir first. The reservoir inlet pipe will be ductile iron outside of the reservoir, stainless steel under and through the reservoir foundation, and coated steel within the reservoir. The inlet pipe sizing and location will be determined during future phases of the project.

The separate outlet pipe also will be coated steel pipe inside the reservoir, stainless steel piping through the reservoir, and ductile iron piping outside the reservoir. There also will be new ductile iron piping from the reservoir outlet to the City's municipal irrigation pump station clearwell. The outlet pipe sizing will be determined during future phases of the project.

The reservoir control structure would direct any reservoir overflow water to Eagle Lake. This will be designed during future phases of the project. Reservoir drainage will also be determined during the design phase of the project and will account for the partially buried or completely buried structure, likely through piping or an accessory structure.

All pipes entering or leaving the reservoir will have expansion joints to allow for differential settling without putting strain on the pipes.

The reservoir will have one roof vent to move air during normal operation and provide vacuum protection for a major drawdown event. The vent system will be confirmed during the design phase of the project.

## Reservoir Electrical, Telemetry, and Lighting

The reservoir instrumentation will communicate with the City's Supervisory Control and Data Acquisition (SCADA) system through fiber optic lines. The location of the existing wiring that can be extended to the site will be evaluated during future phases of the project.

The SCADA system at the reservoir site will monitor reservoir levels, notify staff of access hatch intrusion, and notify the City if there is an overflow event. Updates to the telemetry system at

the IPS will allow City operators to monitor and control water levels in Eagle Lake and the bypass control structure.

The reservoir will have site lighting to help facilitate City staff to access the reservoir anytime throughout the day. Additional security measures will be determined during future phases of the project.

## Operations and Maintenance Considerations

City WRF staff would operate and maintain the proposed reservoir and control structure, but the required labor is expected to be minimal due to the passive nature of these distribution system improvements.

If irrigation water is required in early spring before the WRF starts producing Class A reclaimed water regularly, then the irrigation system should be configured to be supplemented with potable water through an air gap or an approved backflow prevention device for potable cross-connection control.

The City can plan on shock chlorinating the transmission main, reservoir, and pipeline routinely as a maintenance procedure to ensure sanitary conditions at the start of each irrigation season. The emergency chlorination injection point can be activated for this activity. At the end of each irrigation season, the irrigation distribution system can be flushed and drained as much as possible.

Once construction of the reclaimed water reservoir is complete, the City will update its *Reclaimed Water Operations and Maintenance Manual* per the NPDES Permit requirements. This will include shock chlorination and flushing protocols for the reclaimed water distribution system, updates to the sign maintenance program, and cross-connection control maintenance activities, such as proper backflow prevention assembly testing protocols.

## Planning-Level Capital Costs

This section summarizes the capital costs of the reclaimed water storage tank alternatives presented in **Figure 6**. **Table 4** presents an opinion of probable construction and overall project costs for a proposed reservoir on Sites 1 through 3, as these three sites have similar capital costs related to being undeveloped with minimal existing infrastructure and utilities. **Table 5** presents an opinion of probable cost for Site 4, which is significantly higher than Sites 1, 2, and 3 due to the shallow and wide geometry of the proposed tank to make the WRF location feasible. **Table 6** presents an opinion of probable cost for Site 5, which constructs a new clarifier to function as a reclaimed water reservoir. **Table 7** presents an opinion of probable cost for Site 6, which locates the proposed reservoir directly adjacent to the IPS. Costs and contingencies will be further refined during future phases of the project.



**Table 4**  
**Engineer’s Opinion of Probable Capital Cost for Sites 1 through 3 (Greenfield Sites)**

| Item  | Unit | Total Cost         |
|---|------|--------------------|
| Mobilization, Demobilization, Site Prep, and Cleanup (10%)  | LS   | \$265,000          |
| Site Work   | LS   | \$275,000          |
| Structural  | LS   | \$2,239,000        |
| Utility   | LS   | \$100,000          |
| Electrical, Telemetry, and Automatic Control  | LS   | \$100,000          |
| <b>Construction Cost Subtotal</b>   |      | <b>\$2,979,000</b> |
| Construction Contingency (30%)  |      | \$894,000          |
| Sales Tax (8.9%)  |      | \$265,200          |
| <b>Total Estimated Construction Cost</b>  |      | <b>\$4,139,000</b> |
| Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services |      | \$1,449,000        |
| City Project Administration   |      | \$621,000          |
| <b>Total Project Cost</b>   |      | <b>\$6,300,000</b> |

**Table 5**  
**Engineer’s Opinion of Probable Capital Cost for Site 4 (at WRF)**

| Item  | Unit | Total Cost         |
|---|------|--------------------|
| Mobilization, Demobilization, Site Prep, and Cleanup (10%)  | LS   | \$323,000          |
| Site Work   | LS   | \$300,000          |
| Structural  | LS   | \$2,688,000        |
| Utility   | LS   | \$90,000           |
| Electrical, Telemetry, and Automatic Control  | LS   | \$150,000          |
| <b>Construction Cost Subtotal</b>   |      | <b>\$3,551,000</b> |
| Construction Contingency (30%)  |      | \$1,066,000        |
| Sales Tax (8.9%)  |      | \$316,000          |
| <b>Total Estimated Construction Cost</b>  |      | <b>\$4,933,000</b> |
| Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services |      | \$1,727,000        |
| City Project Administration   |      | \$740,000          |
| <b>Total Project Cost</b>   |      | <b>\$7,400,000</b> |

**Table 6**  
**Engineer’s Opinion of Probable Capital Cost for Site 5 (WRF Clarifier)**

| Item  | Unit | Total Cost         |
|---|------|--------------------|
| Mobilization, Demobilization, Site Prep, and Cleanup (10%)  | LS   | \$302,000          |
| Site Work   | LS   | \$450,000          |
| Structural  | LS   | \$1,715,000        |
| Utility   | LS   | \$450,000          |
| Electrical, Telemetry, and Automatic Control  | LS   | \$400,000          |
| <b>Construction Cost Subtotal</b>   |      | <b>\$3,317,000</b> |
| Construction Contingency (30%)  |      | \$996,000          |
| Sales Tax (8.9%)  |      | \$296,000          |
| <b>Total Estimated Construction Cost</b>  |      | <b>\$4,610,000</b> |
| Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services |      | \$1,614,000        |
| City Project Administration   |      | \$692,000          |
| <b>Total Project Cost</b>   |      | <b>\$7,000,000</b> |

**Table 7**  
**Engineer’s Opinion of Probable Capital Cost for Site 6 (at IPS)**

| Item  | Unit | Total Cost         |
|---|------|--------------------|
| Mobilization, Demobilization, Site Prep, and Cleanup (10%)  | LS   | \$316,000          |
| Site Work   | LS   | \$400,000          |
| Structural  | LS   | \$1,910,000        |
| Utility   | LS   | \$750,000          |
| Electrical, Telemetry, and Automatic Control  | LS   | \$100,000          |
| <b>Construction Cost Subtotal</b>   |      | <b>\$3,476,000</b> |
| Construction Contingency (30%)  |      | \$1,041,000        |
| Sales Tax (8.9%)  |      | \$309,000          |
| <b>Total Estimated Construction Cost</b>  |      | <b>\$4,826,000</b> |
| Engineering Design, Survey, Geotechnical, Permitting, Bid-Phase Services, Construction-Phase Services |      | \$1,687,000        |
| City Project Administration   |      | \$723,000          |
| <b>Total Project Cost</b>   |      | <b>\$7,300,000</b> |

Sites 1, 2, and 3 are the lowest cost options for the proposed reclaimed water reservoir and are to be further explored during future phases of this project. Locating the reservoir at the WRF (Site 4) was eliminated since it is more expensive and would reduce the amount of expandable area at the WRF. While developing a third WRF clarifier (Site 5) would be more expensive than Sites 1 through 3, it has the benefit of being converted into a future clarifier when needed.

However, this option postpones a true reclaimed water storage solution for the future and has been eliminated. Building the reservoir directly at the IPS (Site 6) would require a massive reconstruction of below-grade utilities; this option has been eliminated due to the additional cost and unknown risks.

## Conclusions and Next Steps

The recommended alternative to comply with the Reclaimed Water Rule is for the City to store reclaimed water in a proposed reservoir, separating this supply. The proposed reservoir should be located in an open area near the Golf Course away from existing infrastructure and utilities (proposed Sites 1, 2, and 3). The irrigation system is a non-expanding system with no proposed new reclaimed water users in the near future. The existing infrastructure was operated and maintained for more than two decades with no public health concerns since the City irrigates overnight to minimize human exposure. Implementing a chlorination system to provide a chlorine residual would incur extensive costs and labor for minimal benefit.

The predesign and site selection will be finalized in 2023. A preliminary environmental review and planning-level State Environmental Policy Act (SEPA) Checklist has been prepared and is attached as **Appendix A**. The SEPA Checklist will be amended to a project-level SEPA in a future phase of this project after site selection. Design of the recommended improvements is anticipated to begin in 2024, with the goal to have construction complete by June 30, 2026, to comply with the milestones listed on the Permit. The preliminary design-level cost estimate for this project is between \$6,000,000 to \$7,000,000, depending on the selected tank location.

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## Appendix A

### SEPA Checklist

# SEPA ENVIRONMENTAL CHECKLIST

## Purpose of checklist

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

## Instructions for applicants

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

## Instructions for lead agencies

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

## Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the [Supplemental Sheet for Nonproject Actions \(Part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

## A. Background

### 1. Name of proposed project, if applicable:

Reclaimed Water Distribution System Improvements

### 2. Name of applicant:

City of Snoqualmie (City) Public Works Department

### 3. Address and phone number of applicant and contact person:

Andrew Vining, PE, Project Engineer  
 City of Snoqualmie Public Works  
 38624 SE River Street  
 Snoqualmie, WA 98065  
 (425) 831-8919, ext. 3004

### 4. Date checklist prepared:

October 6, 2023

### 5. Agency requesting checklist:

City Planning Department and Washington State Department of Ecology (Ecology)

### 6. Proposed timing or schedule (including phasing, if applicable):

The *Reclaimed Water Distribution System Engineering Report* (Engineering Report) (RH2, 2023) is undergoing final review and pending approval with Ecology, which is planned to occur before the end of 2023. The predesign and site selection for the reservoir will be finalized in late 2023. Design of the recommended improvements is anticipated to begin in 2024, with the goal of having construction complete by June 30, 2026, to comply with the requirements of Ecology's Reclaimed Water Rule and with Permit Section R8.A.1 of the City's current National Pollutant Discharge Elimination System (NPDES) Permit.

### 7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The existing City irrigation system is a non-expanding reclaimed water system. The City does not currently intend to increase the service area or number of customers that receive reclaimed water. Future improvements or expansion of the reclaimed water system would be covered in future State Environmental Policy Act (SEPA) review, as needed.

### 8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The Engineering Report, which includes a reclaimed water system alternatives analysis and preliminary design information for a preferred site alternative, has been prepared in support of this project. This SEPA Checklist has been prepared to accompany the Engineering Report review through Ecology, as well as detail anticipated project

improvements to the extent they are presently defined. Additional environmental documentation is anticipated to be prepared for construction of a preferred alternative, as well as for compliance with permitting processes, including the State Environmental Review Process (SERP) through Ecology. SERP is anticipated to be completed for this project as a condition of receiving Clean Water State Revolving Fund (CWSRF) funding.

**9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**

No pending applications or approvals are known.

**10. List any government approvals or permits that will be needed for your proposal, if known.**

This SEPA will be processed by the City to accompany the Engineering Report. A project-level SEPA will be prepared following site selection and subsequent design. Approvals needed for the project include the following.

- Project Design/Construction Review and Approval – Washington State Department of Health (DOH) and Ecology
- SERP Compliance is anticipated to be required for the project pending award of CWSRF funding, including the following components – Ecology
  - Environmental Review (SEPA) (for project-level improvements)
  - Public participation/engagement
  - Section 106 National Historic Preservation Act (NHPA) Cultural Resources Review
  - Environmental Justice Review
  - Compliance with applicable federal cross cutters, as needed (e.g., Clean Air Act, Endangered Species Act, etc.)
- Proposed Use of Bonneville Power Administration (BPA) Right-of-Way Approval would be needed for select potential reservoir sites – BPA
- Clearing and Grading Permit – City
- Critical Areas Review would be needed for select potential reservoir sites – City
- Commercial Building Permit – City

**11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)**

The City's Water Reclamation Facility (WRF) produces Class A reclaimed water and supplies it to Eagle Lake via a transmission main that traverses State Route (SR) 202 and Snoqualmie Parkway. Class A water is stored in Eagle Lake as irrigation supply for the City's Class A distribution system and the Snoqualmie Ridge Golf Course (Golf Course). Reclaimed water is

distributed to the above-mentioned sources via the City-owned Irrigation Pump Station (IPS) located near Eagle Lake.

In 2021, Ecology issued the City's updated NPDES Permit (No. WA0022403), which included additional requirements for the City's reclaimed water system. These updates are based on the recently modified Reclaimed Water Rule in Chapter 173-219 Washington Administrative Code (WAC), which includes requirements that did not exist at the time the reclaimed water system was constructed. Through the NPDES Permit, Ecology is requiring the City to modify the reclaimed water distribution system to "...not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff."

To comply with the 2018 update of the Reclaimed Water Rule, the City is proposing construction of a new closed reservoir to store and separate reclaimed water generated by the WRF from Eagle Lake. Reclaimed water produced at the WRF would be stored in the reservoir and then connected to the irrigation distribution system at the IPS, thereby completely separating Eagle Lake from the City's Class A distribution system. The proposed closed reservoir also would involve construction of a new reclaimed water pipeline to the IPS. Six potential reservoir sites are identified in the Engineering Report and four are being evaluated further to determine the optimal location for the new facility.

This SEPA Checklist is being included with the Engineering Report review and is intended to satisfy planning-level SEPA review. To the extent that details are known for the proposed alternative reservoir sites, they have been included; however, the City anticipates preparation of a project-level SEPA once the reservoir site is selected and subsequent design is completed.

**12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.**

Potential reservoir sites identified in the Engineering Report are all within City limits. Potential reservoir sites 1, 2, and 3 are in the Snoqualmie Ridge neighborhood, near the Golf Course. Potential reservoir site 4 is within the footprint of the City's existing WRF. The proposed reclaimed water transmission main alignment would be dependent on the reservoir site selected, but generally would traverse along existing rights-of-way from the IPS to the new reclaimed water reservoir. These reservoir sites are in the eastern half of Section 25, Township 24 North, Range 07 East.

Potential reservoir sites 1 and 2 are located within the BPA overhead power line corridor on parcel no. 2524079001, which encompasses the Golf Course. These sites are along an unnamed private road that spans south to north from Snoqualmie Parkway to SE Ridge Street through the Golf Course and is primarily used for Golf Course operations and maintenance.

Potential reservoir site 3 is located on parcel no. 2624079045, northwest of Eagle Lake, on the northwest side of Eagle Lake Drive SE and southwest of the existing IPS.



Potential reservoir site 4 is on parcel no. 3024089079 at the existing WRF site, on the north side of the Snoqualmie River and north of SE Stearns Road, approximately 1.5 miles east of Eagle Lake. Potential reservoir site 4 was determined to have a much higher cost of design and construction due to hydraulic limitations and is omitted from further discussion in this SEPA Checklist.

Refer to the attached **Potential Reservoir Locations** map showing the potential reservoir sites and possible reclaimed water transmission main alignment.

## B. Environmental Elements

### 1. Earth

#### a. General description of the site:

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

#### b. What is the steepest slope on the site (approximate percent slope)?

The steepest slope on potential reservoir site 1 is associated with the hillside north of Snoqualmie Parkway and is approximately 5 percent. Potential reservoir site 2 is generally flat with some gentle hills. The steepest slope on potential reservoir site 3, associated with the Golf Course and the road embankment of Eagle Lake Drive, is approximately 13 percent.

#### c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

According to the Natural Resources Conservation Service soil survey data, the potential reservoir sites are entirely within the Tokul gravelly medial loam, 8 to 15 percent slopes, soil map unit, which is comprised of a moderately well drained gravelly medial loam that develops from volcanic ash mixed with loess over glacial till on hillslopes or till plains. This soil is classified as a farmland of statewide importance and is not hydric.

#### d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No.

#### e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Earthwork would be needed to construct a new approximately 480,000-gallon water reclamation reservoir, install a reclaimed water transmission main from the new reservoir to the existing IPS and install associated power and communication lines between the new reservoir and the existing IPS. Earthwork quantities vary between the potential reservoir sites and will be further detailed in the planned project-level SEPA.

**f. Could erosion occur because of clearing, construction, or use? If so, generally describe.**

Erosion could occur during construction and clearing activities; however, construction best management practices (BMPs) will be included in the project design to reduce the chance for erosion, water quality impacts, and sedimentation resulting from construction activities.

**g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

Some impervious surfaces, associated with roadways and existing facilities, are present in the existing site areas. The proposed improvements would construct a partially buried reclaimed water reservoir, potentially increasing impervious surfaces. The project-level SEPA will detail anticipated impervious surface percentages associated with the selected reservoir site.

**h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.**

During construction, appropriate temporary erosion and sedimentation control (TESC) measures will be implemented to limit the potential for erosion resulting directly from construction activities (e.g., proper soil cover, dust control, inlet protection, sediment control, etc.). TESC measures will be included on the design plans to address erosion control planning for construction of the project. The finished project is not expected to result in erosion.

## 2. Air

**a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

Temporary exhaust and dust emissions from construction equipment and vehicles are anticipated during construction but would not be present post-construction.

**b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

No.

**c. Proposed measures to reduce or control emissions or other impacts to air, if any.**

Construction equipment and vehicles shall conform with Washington State standards for air quality, including using properly functioning equipment and vehicles that have passed emissions testing, using clean-burning fuels when possible, limiting diesel exhaust, limiting vehicle idling, etc.

## 3. Water

### a. Surface Water:

**1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

Eagle Lake is an approximately 5-acre manmade waterbody surrounded by residential neighborhoods near the center of the Golf Course. Eagle Lake is a closed depression that is currently supplied by Class A reclaimed water from the City's WRF and has no natural outlet. Reclaimed water is stored and pumped from Eagle Lake via the IPS for land application of irrigation water at the Golf Course and throughout the City. Upon project completion, water allocated for the City's Class A distribution system will bypass Eagle Lake and be stored in the new reclaimed water reservoir.

Wetland and/or stream habitat may be present adjacent to some of the potential reservoir sites; however, site selection and subsequent design is needed to accurately determine project proximity and impacts to these features.

Water in the surrounding region generally drains to the Snoqualmie River, which flows to the northwest. Eagle Lake and drainage associated with the Golf Course do not flow into the Snoqualmie River; therefore, the Snoqualmie River will be unaffected by this proposal.

**2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

Reservoir site selection and additional design is needed to determine proximity and/or impacts to streams or wetlands. It is anticipated that project design will occur in a manner that minimizes impacts to these critical areas.

No impacts to Eagle Lake or the Snoqualmie River are anticipated for any of the potential reservoir sites during construction and upon project completion.

**3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

None. The project will not involve fill or excavation within wetlands or waters of the state.

**4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.**

No.

**5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

No Federal Emergency Management Agency mapped flood zones occur on or within proximity to the project sites.

**6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

No.

**b. Ground Water:**

**1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the**

well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.

No.

2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable.

#### c. Water Runoff (including stormwater):

1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Surface water in the area is currently and will remain intercepted and routed directly to existing stormwater infrastructure associated with residential neighborhoods, public roadways, and the Golf Course. The completed project will not impact the existing runoff patterns of the site.

2. Could waste materials enter ground or surface waters? If so, generally describe.

No.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

4. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any.

BMPs will be implemented to avoid and minimize potential impacts to nearby areas during project construction. Project design will be completed to adhere to applicable local, state, and federal regulations that provide standards to reduce and control impacts to surface, ground, and storm waters and drainage patterns.

#### 4. Plants

- a. Check the types of vegetation found on the site:

deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

orchards, vineyards, or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

- water plants: water lily, eelgrass, milfoil, other**
- other types of vegetation**

**b. What kind and amount of vegetation will be removed or altered?**

Varying amounts of common lawn grasses and/or disturbed weedy vegetation will be removed for construction of the proposed reclaimed water reservoir. The amount and type of vegetation to be removed is dependent on the selected reservoir site, and this will be further detailed in a project-level SEPA.

**c. List threatened and endangered species known to be on or near the site.**

Based on a review of U.S. Fish and Wildlife Service (USFWS) Endangered Species Act maps and data, Washington State Department of Natural Resources Natural Heritage Data, and Washington Department of Fish and Wildlife Priority Habitats and Species data, the potential reservoir sites and surrounding areas do not support threatened or endangered plant species.

**d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.**

To be determined with subsequent project design and detailed in subsequent project-level SEPA.

**e. List all noxious weeds and invasive species known to be on or near the site.**

According to the King County iMap GIS database, tansy ragwort (*Senecio jacobaea*), a King County Class B noxious weed, was observed near the potential reservoir sites.

## 5. Animals

**a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site.**

Examples include:

- **Birds:** hawk, heron, eagle, songbirds, other:
- **Mammals:** deer, bear, elk, beaver, other:
- **Fish:** bass, salmon, trout, herring, shellfish, other:

**b. List any threatened and endangered species known to be on or near the site.**

According to USFWS Information for Planning and Consultation database, gray wolf (*Canis lupus*), North American wolverine (*Gulo gulo luscus*), marbled murrelet (*Brachyramphus marmoratus*), yellow-billed cuckoo (*Coccyzus americanus*), bull trout (*Salvelinus confluentus*), and monarch butterfly (*Danaus plexippus*) may be present in the area. However, based on the developed nature of the site, suitable habitat for these species is not present on or in the immediate vicinity of the project site. No threatened or endangered species or their habitats are anticipated to be present on or near the site.

**c. Is the site part of a migration route? If so, explain.**

The project area is within the Pacific Flyway migration route; therefore, it may provide habitat for migratory bird species. USFWS data shows five migratory species recognized as Birds of Conservation Concern that may be found in the project area (e.g., evening grosbeak, olive-sided flycatcher, rufous hummingbird, etc.).

**d. Proposed measures to preserve or enhance wildlife, if any.**

None anticipated at this time.

**e. List any invasive animal species known to be on or near the site.**

None known.

## 6. Energy and Natural Resources

**a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

Gasoline and oil will be used to fuel equipment for construction of the project. Electric energy will continue to be used to operate pumps for the IPS.

**b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

No.

**c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

None known at this time.

## 7. Environmental Health

**a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.**

No.

**1. Describe any known or possible contamination at the site from present or past uses.**

None known.

**a. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

None known.

**b. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

Construction of the project will utilize oil- and gas-fueled equipment and may require temporary fuel storage onsite. These uses do carry some risk of spill; however, the risk should be minimized with the implementation of spill control methodologies to be outlined in the project design and technical specifications in accordance with Washington State pollution control standards.

**c. Describe special emergency services that might be required.**

No special emergency services are anticipated.

**d. Proposed measures to reduce or control environmental health hazards, if any.**

No additional measures beyond those mentioned previously.

**b. Noise**

**1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

Traffic noise, associated with Eagle Lake Drive SE and other roadways, is present at the site but is not anticipated to impact the project.

**2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?**

Temporary construction noise will occur to install the proposed reclaimed water reservoir. The contractor will need to follow regulations set forth in Snoqualmie Municipal Code (SMC) 9.36.020, including controlling the level and timing of construction noise. The completed project will not produce noise disturbance above ambient levels at the site.

**3. Proposed measures to reduce or control noise impacts, if any.**

No additional measures beyond those mentioned previously.

**8. Land and Shoreline Use**

**a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

All potential reservoir sites are along the City's existing 10-inch reclaimed water Class A transmission main alignment. Land uses near the potential reservoir sites include public and private roadways, the BPA overhead power line corridor, and Golf Course operations. Additional design and project-level SEPA completion will further define land uses in proximity to the selected reservoir site, as well as potential impacts to current surrounding land uses.

**b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

No.

- 1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

No.

- c. Describe any structures on the site.**

Potential reservoir sites 1 and 2 contain few above-ground structures including BPA overhead power lines and associated power poles, buildings that house Golf Course facilities and equipment, and other miscellaneous structures. No above-ground structures are present at potential reservoir site 3.

- d. Will any structures be demolished? If so, what?**

No.

- e. What is the current zoning classification of the site?**

According to the City's Official Zoning Map 2016, the entire project is within the Mixed Use (MU) local zoning classification.

- f. What is the current comprehensive plan designation of the site?**

The current comprehensive plan designation of the site is MU.

- g. If applicable, what is the current shoreline master program designation of the site?**

Not applicable.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

Wetlands and/or streams could be present adjacent to select potential reservoir sites.

- i. Approximately how many people would reside or work in the completed project?**

None.

- j. Approximately how many people would the completed project displace?**

None.

- k. Proposed measures to avoid or reduce displacement impacts, if any.**

None proposed.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**



The proposed project is consistent with existing and projected land uses. With subsequent design, project land use approval, including review of consistency with existing and projected land uses, will be completed by the City's Community Development Department

**m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.**

None proposed.

## 9. Housing

**a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

None.

**b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

None.

**c. Proposed measures to reduce or control housing impacts, if any.**

Not applicable.

## 10. Aesthetics

**a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

The proposed reclaimed water reservoir is anticipated to be approximately 24 feet tall, with up to 10 feet of the structure above grade. No other above-ground structures are proposed.

**b. What views in the immediate vicinity would be altered or obstructed?**

None.

**c. Proposed measures to reduce or control aesthetic impacts, if any.**

Following site selection, design of the selected reclaimed reservoir site will be conducted to minimize aesthetic impacts. Specific measures will be detailed in a project-level SEPA.

## 11. Light and Glare

**a. What type of light or glare will the proposal produce? What time of day would it mainly occur?**

None.

**b. Could light or glare from the finished project be a safety hazard or interfere with views?**

No.

**c. What existing off-site sources of light or glare may affect your proposal?**

None.

**d. Proposed measures to reduce or control light and glare impacts, if any.**

None proposed.

## 12. Recreation

**a. What designated and informal recreational opportunities are in the immediate vicinity?**

Potential reservoir sites 1, 2, and 3 are located within the Golf Course.

Additionally, Snoqualmie Falls, a popular scenic attraction, is located approximately 1 mile northeast of Eagle Lake. Associated with the 270-foot waterfall is a 2-acre park, gift shop, observation deck, and the Salish Lodge.

**b. Would the proposed project displace any existing recreational uses? If so, describe.**

The project will not impact the continued use of existing recreational opportunities in proximity to the site.

**c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.**

None proposed.

## 13. Historic and Cultural Preservation

**a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

Approximately 1.25 miles to the east of the potential reservoir sites is the Snoqualmie Falls Hydroelectric Power Plant Historic District and the Snoqualmie Falls Cavity Generating Station, both listed on the National Register of Historic Places and the Washington Heritage Register. The proposed improvements will not affect either of these historic places.

**b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

None known. According to the Washington State Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archeological Records Data (WISAARD) predictive model database, the proposed reservoir project sites are within an area with moderately low risk of containing as-yet unidentified archaeological sites. However, construction in the project footprint will occur primarily in previously disturbed areas associated with the Golf Course, so the probability of inadvertent discovery is anticipated to be minimal. A Cultural Resources Assessment will be prepared and reviewed as part of the project.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

It is anticipated a professional cultural resources consultant will conduct a background review, contact DAHP and area Tribes, conduct field investigations, and prepare a report, as necessary, to identify archaeological and historic evidence in the selected reclaimed water reservoir project location and evaluate the potential for the project to affect cultural resources.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

Specific cultural resources review and minimization measures will be detailed in a subsequent project-level SEPA.

#### 14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

The potential reservoir sites can be accessed via Snoqualmie Parkway. All potential reservoir sites are serviced by SR 202 and Interstate 90.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

The nearest transit stops to the project site are served by SR 202, both located approximately ½ mile south on Railroad Avenue.

- c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

None proposed.

- d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

No.

- e. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

None.

- f. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

No.

**g. Proposed measures to reduce or control transportation impacts, if any.**

None proposed.

**15. Public Services**

**a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

No.

**b. Proposed measures to reduce or control direct impacts on public services, if any.**

Not applicable.

**16. Utilities**

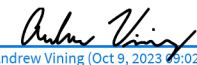
**a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

**b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Proposed utilities to be installed at the selected reclaimed water reservoir site include a Class A reclaimed water reservoir, pipeline, and power and communication lines.

**C. Signature**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

X   
Andrew Vining (Oct 9, 2023 09:02 PDT)

SEPA Responsible Official

**Type name of signee:** Andrew Vining, PE

**Position and agency/organization:** Project Engineer/City of Snoqualmie

**Date submitted:** 10/9/2023

## D. Supplemental sheet for nonproject actions

**IT IS NOT REQUIRED** to use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

### 1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

This proposal would not directly increase discharges to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise. The site selection alternatives outlined in the Engineering Report will divert reclaimed water currently conveyed to Eagle Lake to a new closed reservoir for separate storage and City Class A reclaimed water use, thereby preventing comingling of City irrigation water with other sources and reducing the amount of reclaimed water discharged to Eagle Lake in the long-term.

- **Proposed measures to avoid or reduce such increases are:**

The proposed Engineering Report and subsequent reclaimed water system improvements will bring the City's reclaimed water system into compliance with the requirements of its current NPDES Permit. The changes are prompted by the 2018 modifications to the Reclaimed Water Rule, Chapter 174-219 WAC. Improvements and preliminary design described in the Engineering Report shall be compliant with local, state, and federal laws governing discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise.

### 2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The Engineering Report and reclaimed reservoir site selection alternatives have been developed with consideration for avoidance and minimization of impacts to plants, animals, fish, and marine life. Site selection alternatives are in areas of previous disturbance, including the Golf Course, roadways, improved roadside shoulder areas, and along the alignment of the existing Class A reclaimed water transmission main and other utilities. Since the sites are entirely in previously disturbed areas, which coincide with areas providing low habitat value, impacts to plants, fish, and other wildlife are anticipated to be minimal.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

No additional measures, as it pertains to the Engineering Report and preliminary design information, are proposed to protect, or conserve plants, fish, and other wildlife currently. After the preferred site alternative has been selected, and during design, the City will evaluate potential impacts to plants, animals, fish, or marine life. These proposed Class A reclaimed water improvements will be designed in accordance with City critical areas regulations and state and federal laws governing the protection of natural resources and fish and wildlife. The City will prepare a project-level SEPA,

once the reservoir site is selected and subsequent design is complete, that will include a further review of potential vegetation and wildlife impacts.

**3. How would the proposal be likely to deplete energy or natural resources?**

Findings from the Engineering Report indicate that no impacts to energy or natural resources are anticipated for any of the potential reservoir sites. The proposed alternatives utilize existing pumps for irrigation water; therefore, no additional permanent energy needs are anticipated.

- **Proposed measures to protect or conserve energy and natural resources are:**

None proposed.

**4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?**

The site selection alternatives identified in the Engineering Report avoid and minimize, to the maximum extent possible, impacts on environmentally sensitive areas or areas designated for governmental protection. Impacts to wetlands and/or wetland buffers and areas containing cultural resources are possible, dependent on the site alternative selected; however, the City anticipates preparation of a project-level SEPA, once subsequent design is complete, that will include a further review of potentially impacted environmentally sensitive areas or areas designated for governmental protection.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**

Specific critical areas and cultural resources review and minimization measures will be detailed in a subsequent project-level SEPA. No additional measures to avoid or reduce impacts to environmentally sensitive areas or areas designated for governmental protection are proposed currently.

**5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**

The improvements provided in the Engineering Report are compatible with existing land use plans, including the *Snoqualmie Comprehensive Plan 2032*, *Snoqualmie Ridge II Development Standards*, and the *Snoqualmie Ridge Class "A" Water System and Irrigation Plan*. Improvements will not impact land or shoreline use in the region.

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**

The proposed Engineering Report and reclaimed water system improvements would continue to allow all permissible land and shoreline uses in the Mixed Use zone of the City. No additional measures to avoid or reduce shoreline and land use impacts are proposed.

**6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

The proposal is not likely to increase demands on transportation or public services and utilities. The existing City irrigation system is a non-expanding reclaimed water system

and the proposed improvements described in the Engineering Report would only serve to separate the City's reclaimed water storage from the Golf Course supply.

- **Proposed measures to reduce or respond to such demand(s) are:**

No measures to reduce or respond to such demands are proposed currently. In the event that the City experiences an increase in service area or number of customers that receive reclaimed water, improvements or expansion of the reclaimed water system would be covered in future SEPA review, as needed.

**7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

The proposed Engineering Report and subsequent improvements are being developed to comply with state requirements for protection of the environment, including Chapter 173-219 WAC. Through the City's NPDES Permit, Ecology is requiring the reclaimed water system to be modified to "... not allow contamination of reclaimed water by lower quality water, such as urban stormwater runoff." The proposed Engineering Report analyzes alternatives and proposes reclaimed water system improvements to fulfill NPDES Permit requirements. No conflict with any other local, state, or federal laws or requirements are anticipated because of this proposal.

## Figures

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**LEGEND**

- WATER RECLAMATION FACILITY
- CLASS A PUMP STATION
- 10" RECLAIMED WATER CLASS A TRANSMISSION MAIN
- CITY RECLAIMED WATER SYSTEM IRRIGATION PIPING

**FIGURE 1: EXISTING RECLAIMED WATER SYSTEM MAP**

RECLAIMED WATER DISTRIBUTION SYSTEM  
ENGINEERING REPORT



SCALE: 1" = 800'

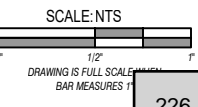
0" 1/2" 1"

DRAWING IS FULL SCALE UNLESS  
BAR MEASURES OTHERWISE



**FIGURE 6: POTENTIAL RESERVOIR LOCATIONS**

RECLAIMED WATER DISTRIBUTION SYSTEM ENGINEERING REPORT



**RESOLUTION NO. 1707**

**A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, AUTHORIZING THE EXECUTION OF A WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE CITY FOR THE DESIGN AND CONSTRUCTION OF THE RECLAIMED WATER SYSTEM IMPROVEMENTS; AND AUTHORIZING OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the Washington State Department of Ecology (Ecology) has established the Clean Water State Revolving Fund (CWSRF) to provide financial assistance for utility projects of local governments; and,

**WHEREAS**, the City of Snoqualmie (City) applied for CWSRF funding to finance the design and construction of the Reclaimed Water System Improvements; and,

**WHEREAS**, the City was awarded a \$6,866,000 loan (Loan) as provided in the Water Quality Combined Financial Assistance Agreement (WQC-2025-Snoqua-00167) (Agreement) from Ecology CWSRF to aid in financing the design and construction costs of the Reclaimed Water System Improvements; and,

**WHEREAS**, the Loan will bear interest at a rate not to exceed 1.6% per annum; and,

**WHEREAS**, the Loan will have a maximum term of 30-years.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Snoqualmie, Washington as follows:

**Section 1. Authorization of Agreement.** The City hereby accepts the Loan from Ecology (No. WQC-2025-Snoqua-00167) in the amount of \$6,866,000.

The Loan shall be a special fund obligation of the City, payable solely from and secured by net revenues of the City’s sewer system, subordinate to the City’s senior lien obligations. The City hereby pledges net revenue of the sewer system to the repayment of the Loan. The Loan shall not be a general obligation of the City, and neither the full faith and credit nor the taxing power of the City is pledged for such purpose.

**Section 2. Authorization for Contract Execution.** The Mayor is authorized to execute the Agreement with Ecology in order to facilitate the Loan for the design and construction costs needed to complete the Reclaimed Water System Improvements. The Loan shall be evidenced by the Agreement and other documents, including but not limited to a loan agreement, amendment to Agreement, and/or repayment schedule between the City and Ecology. The Mayor is further authorized to execute any such documents, agreements, contracts, repayment schedules, and certificates as determined to be necessary in order to carry out the terms of this resolution and the Agreement.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 10<sup>th</sup> day of February 2025.

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

Attest:

Approved as to form:

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

\_\_\_\_\_  
Dena Burke, City Attorney

**Agreement No. WQC-2025-Snoqua-00167****WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CITY OF SNOQUALMIE**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Snoqualmie, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

**GENERAL INFORMATION**

|   |  |
|---|--|
| Project Title:  | Reclaimed Water Distribution System Improvements |
| Total Cost:   | \$6,866,000.00                                   |
| Total Eligible Cost:                                    | \$6,866,000.00                                   |
| Ecology Share:  | \$6,866,000.00                                   |
| Recipient Share:  | \$0.00   |
| The Effective Date of this Agreement is:                | 01/01/2024                                       |
| The Expiration Date of this Agreement is no later than: | 12/31/2027                                       |
| Project Type:   | Wastewater Facility                              |

**Project Short Description:**

This project improves water quality in the Snoqualmie River through the design and construction of a pump station and closed reservoir to store and separate reclaimed water supplied by the City’s existing Water Reclamation Facility in Snoqualmie, Washington. This project maintains water quality of Class A reclaimed water and complies with the City’s NPDES permit and the Reclaimed Water Rule.

**Project Long Description:**

This project improves water quality in the Snoqualmie River through the design and construction of a pump station and closed reservoir to store and separate reclaimed water supplied by the City’s existing Water Reclamation Facility in Snoqualmie, Washington. This project maintains water quality of Class A reclaimed water and complies with the City’s NPDES permit and the Reclaimed Water Rule.

The City owns and operates a Water Reclamation Facility (WRF) that supplies Class A reclaimed water. Following enhanced sand filtration and ultraviolet light disinfection, reclaimed water is currently pumped to a lined storage pond referred to as the Eagle Lake non-restricted recreational impoundment. The reclaimed water is stored in Eagle Lake as irrigation supply for City-supplied customers and the Snoqualmie Ridge Golf Course (Golf Course). City customers are supplied irrigation water from the City-owned irrigation pump station located near Eagle Lake. The Golf Course irrigation system is owned and operated by the Golf Course and is separate from City operations. The WRF and distribution system were constructed in 1998-1999 in compliance with the 1997 Water Reclamation and Reuse Standards in effect at the time.

In 2018, the Reclaimed Water Rule (Chapter 173-219 Washington Administrative Code) went into effect and updated the standard for reclaimed water in Washington State. Under the new rule, deficiencies in the distribution system were noted, including the potential for urban stormwater runoff to degrade the reclaimed water stored in Eagle Lake. In 2021, Ecology issued the City's updated National Pollutant Discharge Elimination System (NPDES) Permit (No. WA0022403), which included additional requirements for the City's reclaimed water system based on the 2018 Reclaimed Water Rule.

Alternatives to upgrade the distribution system, were evaluated in, "Reclaimed Water Distribution System Engineering Report", dated October 2023, prepared by RH2 Engineering, Inc., and approved by Ecology December 12, 2023. Storage of reclaimed water in a closed reservoir was the recommended alternative.

During preliminary design activities, the existing irrigation pump station was evaluated with results presented in a, Reclaimed Water Irrigation Pump Station Technical Memorandum, dated August 1, 2024, and prepared by RH2 Engineering, Inc. The evaluation recommends replacement of the existing irrigation pump station, which is 25 years old, in poor condition, and requires major structural improvements to connect to the new reservoir. A new irrigation pump station adjacent to the new reclaimed water reservoir is recommended and has been incorporated into the project scope.

This project includes the design and construction of a closed reclaimed water reservoir and an irrigation pump station in the vicinity of Eagle Lake to ensure that the City of Snoqualmie's reclaimed water system is compliant with the 2018 Reclaimed Water Rule and its NPDES permit, and to prevent degradation of Class A reclaimed water prior to use for irrigation.

Overall Goal:

The primary goal of this project is to improve the City of Snoqualmie's reclaimed water distribution system to ensure Class A water quality and comply with the City's NPDES permit and the 2018 Reclaimed Water Rule. This project will improve the existing reclaimed water infrastructure, maintain reduced pollutant loading to the Snoqualmie River, and provide a more resilient utility and watershed.

Agreement No: WQC-2025-Snoqua-00167  
 Project Title: Reclaimed Water Distribution System Improvements  
 Recipient Name: City of Snoqualmie

Item 9.

**RECIPIENT INFORMATION**

Organization Name: City of Snoqualmie

Federal Tax ID: 91-6001504  
 UEI Number: Q5DPXJLJQLV3

Mailing Address: PO Box 987  
 Snoqualmie, WA 98065

Organization Email: khenderson@snoqualmiewa.gov  
 Organization Fax: (425) 831-6041

**Contacts**

|                                    |   |
|------------------------------------|---|
| <p><b>Project Manager</b></p>      | <p>Andrew Vining<br/>                 Project Engineer</p> <p>38624 SE River St<br/>                 Snoqualmie, Washington 98065<br/>                 Email: avining@snoqualmiewa.gov<br/>                 Phone: (425) 888-1555</p> |
| <p><b>Billing Contact</b></p>      | <p>Janna Walker</p> <p>38624 SE River St<br/>                 Snoqualmie, Washington 98065<br/>                 Email: jwalker@snoqualmiewa.gov<br/>                 Phone: (425) 888-1555</p>  |
| <p><b>Authorized Signatory</b></p> | <p>Katherine Ross<br/>                 Mayor</p> <p>38624 SE River St<br/>                 Snoqualmie, Washington 98065<br/>                 Email: kross@snoqualmiewa.gov<br/>                 Phone: (425) 888-1555</p>             |

Agreement No: WQC-2025-Snoqua-00167  
 Project Title: Reclaimed Water Distribution System Improvements  
 Recipient Name: City of Snoqualmie

Item 9.

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Water Quality  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

|                                 |   |
|---------------------------------|---|
| <p><b>Project Manager</b></p>   | <p>Sue Cook</p> <p>PO Box 330316<br/>                 Shoreline, Washington 98133-9716<br/>                 Email: SUEC461@ecy.wa.gov<br/>                 Phone: (425) 758-7776</p>    |
| <p><b>Financial Manager</b></p> | <p>Sean Mellon</p> <p>PO Box 47600<br/>                 Olympia, Washington 98504-7600<br/>                 Email: smel461@ecy.wa.gov<br/>                 Phone: (360) 628-7318</p>    |
| <p><b>Technical Advisor</b></p> | <p>Kevin Leung</p> <p>PO Box 330316<br/>                 Shoreline, Washington 98133-9716<br/>                 Email: kleu461@ecy.wa.gov<br/>                 Phone: (425) 200-8996</p> |



**SCOPE OF WORK**

Task Number: 1 **Task Cost:** \$30,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- \* Properly maintained project documentation.

**Grant and Loan Administration**

**Deliverables**

| Number | Description   | Due Date |
|--------|---|----------|
| 1.1    | Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly. |          |
| 1.2    | Recipient Closeout Report (EAGL Form)   |          |

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$955,000.00

Task Title: Permitting and Design

### Task Description:

A. The RECIPIENT will procure professional services in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Engineering Services Insert in the contract documents between the RECIPIENT and the professional services team. The RECIPIENT must submit all professional services contracts before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will prepare a Fiscal Sustainability Plan (FSP). The RECIPIENT will certify that a plan that contains at least the minimum required elements listed below has been developed and is being implemented:

- B.1. An inventory of critical assets that belong to the utility
- B.2. An evaluation of the condition and performance of the critical assets
- B.3. A plan to maintain, repair, and replace the critical assets and to fund those activities
- B.4. A plan to coordinate utilities, including water, sewer, stormwater, and transportation for work in the right-of-way
- B.5. A process to evaluate and implement water and energy conservation efforts as part of the plan

C. The RECIPIENT will conduct an Investment Grade Efficiency Audit (IGEA) to review their energy use for cost-effective energy savings. In lieu of preparing a full IGEA, the Recipient may provide a signed letter memorandum indicating "no obtainable energy savings" if the project design includes only minimal energy use or no new energy use. The recipient may submit documentation of an energy efficiency review conducted within the last five years.

D. The RECIPIENT will design a new pump station and closed reservoir to store reclaimed water consistent with the recommended alternative presented in the approved engineering report. Construction contract documents developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC.

E. The construction contract documents (plans and specifications), will be approved by the RECIPIENT prior to submittal for ECOLOGY review. Construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. The project manager may request plans be submitted in either PDF or other electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. An updated construction cost estimate will be submitted with each plan/specification submittal. The project manager may request a spreadsheet of the estimate in electronic file format.

F. The RECIPIENT will complete the facility designs within one year of Ecology signing this AGREEMENT.

G. The RECIPIENT will submit the minimum requirements as outlined in the Environmental Information Document (EID) Guidance, Section A and in the State Environmental Review Process (SERP) EID at the time construction contract documents are submitted to ECOLOGY for approval.

H. The RECIPIENT will provide an Ecology Cultural Resources Review form as part of the minimum SERP requirements. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation. Costs incurred for ground-disturbing activities that occur before cultural resources review will not be eligible for reimbursement.

I. The RECIPIENT will complete an Ecology inadvertent discovery plan template for their project.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

**Permitting and Design**

**Deliverables**

| Number | Description  | Due Date |
|--------|--|----------|
| 2.1    | Executed contracts for professional services and documentation of the RECIPIENT’s process for procuring professional services. |          |
| 2.2    | Certification in EAGL that the Fiscal Sustainability Plan has been developed and is being implemented.                         |          |
| 2.3    | Documentation of an energy efficiency review.  |          |
| 2.4    | Copies of the final construction contract documents (plans and specifications).  |          |
| 2.5    | Complete SERP EID.   |          |
| 2.6    | Ecology Cultural Resources Review form.  |          |
| 2.7    | Inadvertent Discovery Plan.  |          |

**SCOPE OF WORK**

Task Number: 3 **Task Cost:** \$4,943,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will execute a contract with a contractor selected in compliance with state law. The RECIPIENT will include ECOLOGY’s State Revolving Fund Specification Insert, Contract Clauses, and Pre-Selection Inserts in the construction contract documents as applicable. The RECIPIENT will submit Bid Tabs, the Notice of Award, a copy of the executed contract, and Notice to Proceed before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved construction contract documents. The project will include construction of a new irrigation pump station and a closed reservoir to store reclaimed water.

C. The RECIPIENT will conduct a pre-construction conference and will invite ECOLOGY staff to the meeting.

D. All recipients of funding for water pollution control facility projects must comply with the SERP in accordance with WAC 173-98-720.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

**Construction**

**Deliverables**

| Number | Description   | Due Date |
|--------|---|----------|
| 3.1    | Bid Tabs, the Notice of Award, a copy of the executed. construction contract and a copy of the Notice to Proceed. |          |
| 3.2    | Minutes of the pre-construction meeting.  |          |

## SCOPE OF WORK

Task Number: 4 **Task Cost:** \$938,000.00

Task Title: Construction Management

### Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Specification Insert, Contract Clauses, and Pre-Selection Inserts, in the contract documents as applicable. The RECIPIENT will submit contracts for construction management services before ECOLOGY provides reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval prior to any ground disturbing activities. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. A significant change in the scope of work may trigger a SERP review and should be discussed and coordinated with ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the monthly/quarterly progress reports.

D. At completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans by the expiration date of this agreement (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

E. At substantial completion, the recipient will notify ECOLOGY and coordinate the project's closeout with ECOLOGY's Project Manager.

F. At project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

G. The RECIPIENT will prepare and submit an Operations and Maintenance (O&M) manual for the treatment facility, in compliance with WAC 173-240. A DRAFT O&M Manual will be submitted to ECOLOGY for review & approval, early stages of the construction of a facility in accordance with WAC 173-240-080(3).

### Task Goal Statement:

See Overall Goal.

### Task Expected Outcome:

See Overall Goal.

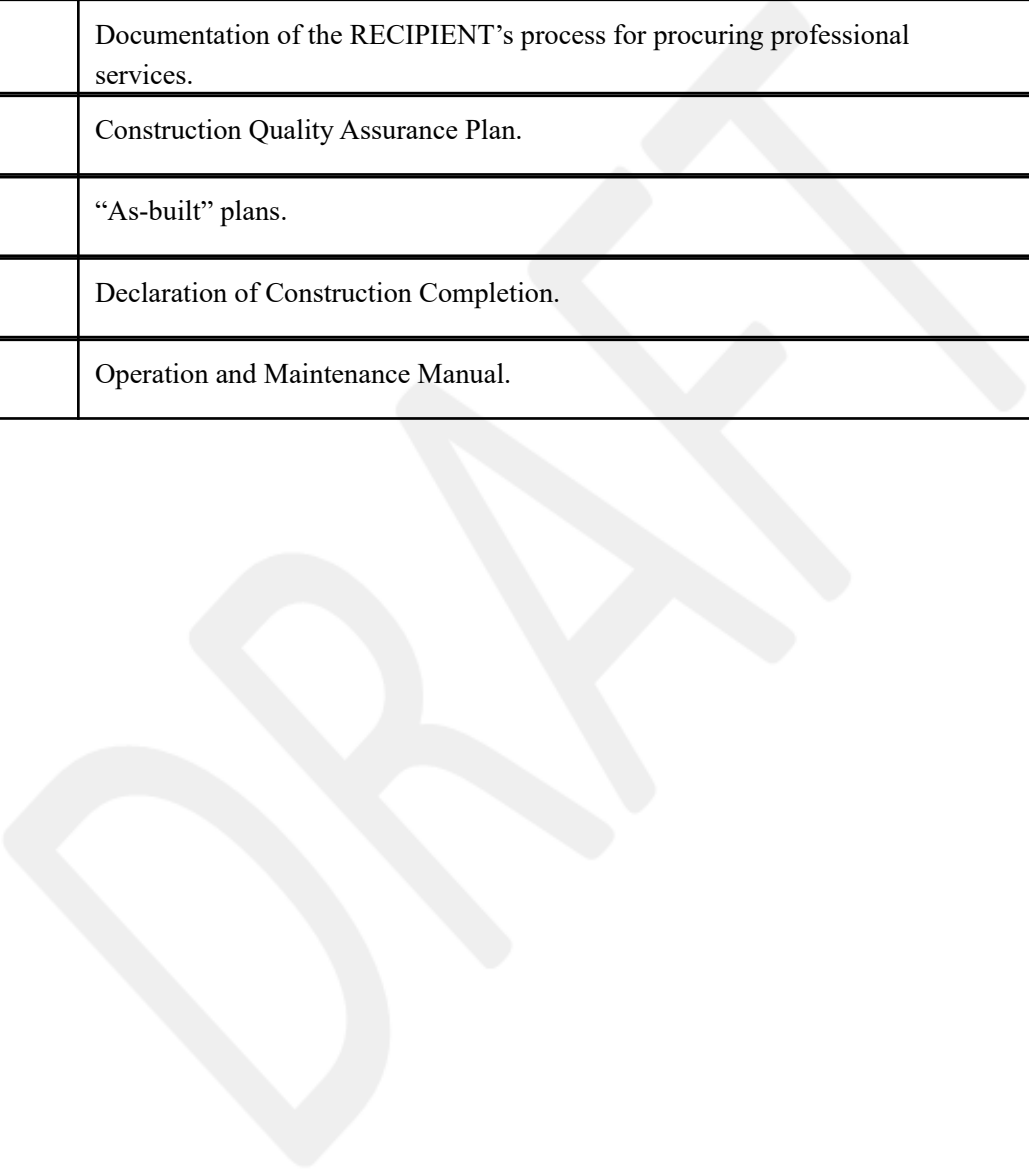
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**Construction Management**

**Deliverables**

| Number | Description   | Due Date |
|--------|---|----------|
| 4.1    | Executed contract for construction management services.                       |          |
| 4.2    | Documentation of the RECIPIENT’s process for procuring professional services. |          |
| 4.3    | Construction Quality Assurance Plan.  |          |
| 4.4    | “As-built” plans.   |          |
| 4.5    | Declaration of Construction Completion.                                       |          |
| 4.6    | Operation and Maintenance Manual.   |          |



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**SCOPE OF WORK**

Task Number: 5 **Task Cost:** \$0.00

Task Title: Change Orders

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit change orders and associated backup documentation to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications will be submitted for approval, prior to execution. A significant deviation shall be as defined in the Water Quality Program Orange Book, section G1-4.2.6 and mean a change in the selected treatment process, facility size, design criteria, or performance standards that result in changes in expected facility performance or environmental impacts. All other change orders will be executed and submitted to ECOLOGY within 30 days of execution. If the change order contains engineering content a P.E stamp is required.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

**Change Orders**

**Deliverables**

| Number | Description                           | Due Date |
|--------|---------------------------------------|----------|
| 5.1    | A copy of all executed change orders. |          |





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| <b>SRF Standard Loan</b>      | <b>Task Total</b> |
|-------------------------------|-------------------|
| Grant and Loan Administration | \$ 30,000.00      |
| Permitting and Design         | \$ 955,000.00     |
| Construction                  | \$ 4,943,000.00   |
| Construction Management       | \$ 938,000.00     |
| Change Orders                 | \$ 0.00           |

**Total: \$ 6,866,000.00**

DRAFT

**Funding Distribution Summary**

**Recipient / Ecology Share**

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share          | Total                  |
|---------------------------|-------------------|-----------------|------------------------|------------------------|
| SRF Standard Loan         | 0.00 %            | \$ 0.00         | \$ 6,866,000.00        | \$ 6,866,000.00        |
| <b>Total</b>              |                   | <b>\$ 0.00</b>  | <b>\$ 6,866,000.00</b> | <b>\$ 6,866,000.00</b> |

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

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“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

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“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing

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business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

### Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing

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the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
  - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY 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 the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other

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public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute

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endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

#### SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall 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 applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section



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70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in

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performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

#### SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron

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or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of

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365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

#### J. Loan Repayment:

##### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

##### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amend

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to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for

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bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

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R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings,



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maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

#### EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems,

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services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

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## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
  - \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers, and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, a

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports



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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
  - b) Be kept in a common file to facilitate audits and inspections.
  - c) Clearly indicate total receipts and expenditures related to this Agreement.
  - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

#### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

#### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

#### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

#### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQC-2025-Snoqua-00167  
Project Title: Reclaimed Water Distribution System Improvements  
Recipient Name: City of Snoqualmie

Item 9.

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendment

Agreement No: WQC-2025-Snoqua-00167  
Project Title: Reclaimed Water Distribution System Improvements  
Recipient Name: City of Snoqualmie

Item 9.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



# Department Reports January 2025



## Communications Division

**Danna McCall, Communications Coordinator**  
 38624 SE River Street, Snoqualmie, Washington 98065  
 (425) 996-5285 | www.snoqualmiewa.gov

### Social Media

- Facebook reach: 10.4K; 7359 followers (28 new).
- X – 3705 followers
- Instagram – 12.4K reach; 3207 followers (84 new).
- Top Posts: Twin Peaks David Lynch; (12.3K views); New SR 18 off-ramp alignment (4.5 K views); North Bend Police Contract PR (2.9K views); Historical Falls Ave photo (2.6 views).



### Website

- Website users: 19.6k; website sessions: 25.8K; pageviews: 41K.
- Top pages: Twin Peaks, Snoqualmie Falls, Jobs.
- Police Blotter and Visit Snoqualmie remain top 10 pages.



### Department Support

- Mayor: Ross Report; Top 10 accomplishments compilation; Q1 Newsletter.
- Fire/OEM: Nick of Time Heart Screenings; Lithium-ion Battery Safety; weekly blotter.
- Police: MLK Day and Missing Persons Day videos; blotter.
- CD: Comp Plan Climate Element public engagement.
- PPW: ongoing PSE Power Pole program public engagement; Green Snoqualmie event marketing; Utility Rate Public Hearing; legislative grant application.
- Communications Coordinator successfully completed a one-week FBI-LEEDA Media & Public Relations training course.



### E-News

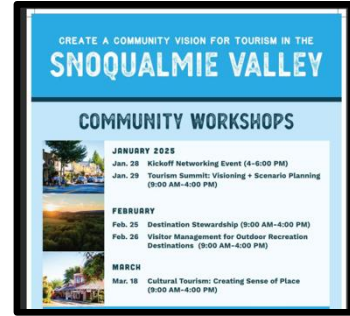
- Sent 3,057 e-news emails.
- 763 subscribers
- 56% open rate; 6.4% click thru rate.



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### Community Outreach

- Attended Historic Downtown Merchant Association meeting.
- Attended Responsible Tourism Kick Off Meeting, Steering Committee Member.
- Working behind the scenes, planning 2025 events, marketing, and advertising.





# Community Development Department

**Emily Arteche, Director**  
 38624 SE River St. | P.O. Box 987  
 Snoqualmie, Washington 98065  
 (425) 888-5337 | earteche@snoqualmiewa.gov

## January 2025 Monthly Report

### Permit Activity

Permit applications remain relatively average.

| Building            | December 2024 | YTD |
|---------------------|---------------|-----|
| Permit Applications | 45            | 469 |
| Permits Issued      | 48            | 431 |
| Total Inspections   | 27            | 621 |

| Planning         | November 2024 | YTD |
|------------------|---------------|-----|
| Pre-Applications | 2             | 10  |
| Sign Permits     | 1             | 7   |

### Boards and Commissions:

- Economic Development Commission –No Meeting.
- Community Development Committee -- A draft RFQ for affordable housing was presented as well as final draft legislation for SB5290, permit processing times.
- Planning Commission – A retail district overlay public hearing was held and after the public hearing the Planning Commission asked staff to prepared material for a less expansive boundary of the retail district which was previously discussed by the Commission. The Critical Area draft code amendments was presented from the City's senior wetland biologist as part of the critical areas update and the Planning Commission recommended approval of the draft code amendments to the Community Development Committee.

### Planning Projects:

- Snoqualmie Home Elevation: The Department Staff continues to work with two property owners to take the next steps with raising their homes above the BFE.
- Snoqualmie Home Acquisitions/River Trail: One purchase and sale agreement was successfully signed for acquisition. The Department staff continues to work with other property owners who are interested in voluntary sales.
- Community Rating System: The Department staff is preparing for reclassification and other ways to reduce insurance premiums.
- Code Updates: The Department staff continues to work through the legislative process on amendments for Best Available Science/Critical Areas Ordinance, Wireless Code Update, and Retail District.
- NWRM Roundhouse: No updates.
- Community Center Expansion: No updates.
- Mill Site: No updates.
- The Rails: 3-story Mixed-Use development currently under construction.
- Mixed-Use Final Plan Amendment: Draft changes to the Retail District and the MUFPP retail uses along Center Boulevard were recommended by the Planning Commission.



- Climate Change Element: Work is underway with Staff and the Planning Commission. A climate change committee is working to help inform the Commission on green house gas emissions and vehicle miles traveled, as well as other carbon-reducing techniques. A public engagement effort including open houses and focus groups and stakeholder interviews are underway. The first public open house is scheduled for 2/27/2026.
- Affordable Housing: The Department staff has issued an RFQ to solicit a suitable firm for the design and development of an affordable and workforce housing project.
- Code Enforcement: The Department staff continues to work several code compliance projects, including the restoration of city cleared property near The Club, a conversion of single-family to condominiums, and others.

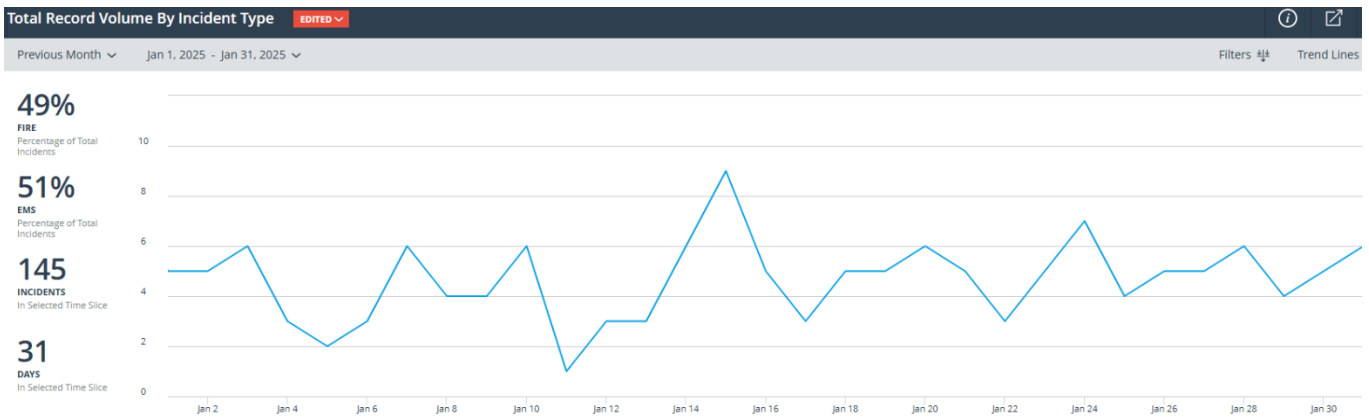


**Mike Bailey, Fire Chief**  
37600 SE Snoqualmie Pkwy | PO Box 987  
Snoqualmie, Washington 98065  
[m Bailey@snoqualmiewa.gov](mailto:m Bailey@snoqualmiewa.gov)  
(425) 888-1551

## Fire Department Activity January, 2025

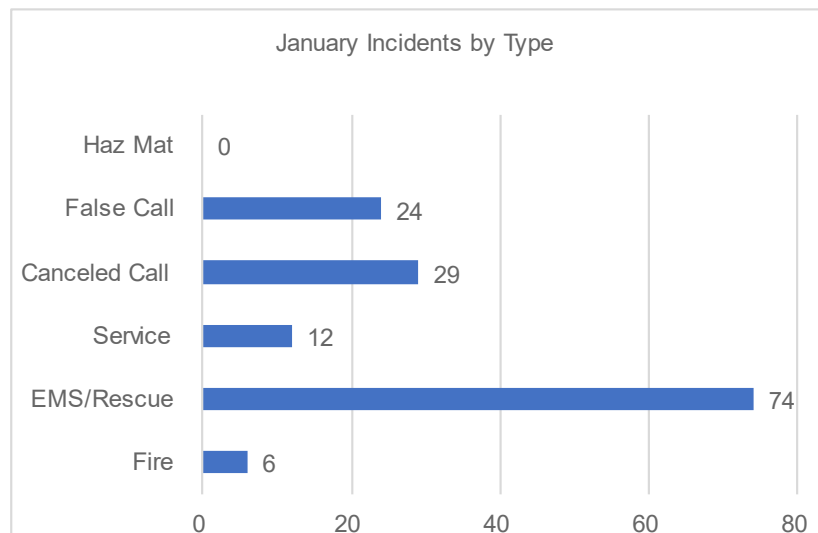
### Incident Count January

The Fire Department responded to 145 incidents in January. 51% of the incidents were emergency medical services and 49% were fire or service-related incidents. The following chart displays incident count per day.



### Incident Count by Type:

The following is a count breakdown of incidents by type.



## Travel Time

For incidents within the city, the 90<sup>th</sup> percentile travel time for the first arriving unit responding in emergency mode was 7:21 seconds and is broken down as follows.

| Type          | 0:00 - 3:59 | 4:00 - 7:59 | 8:00 - 11:59 | 12:00 - 15:59 | 16:00 - 29:59 | 30:00 + |
|---------------|-------------|-------------|--------------|---------------|---------------|---------|
| Aid Car       | 10          | 19          | 0            | 0             | 0             | 0       |
| Engine        | 10          | 25          | 2            | 0             | 0             | 0       |
| Chief Officer | 0           | 0           | 0            | 0             | 0             | 0       |
| Total         | 20          | 44          | 2            | 0             | 0             | 0       |

For incidents outside the city, the 90<sup>th</sup> percentile travel time for the first arriving unit responding in emergency mode was 15:50 and is broken down as follows.

| Type    | 0:00 - 3:59 | 4:00 - 7:59 | 8:00 - 11:59 | 12:00 - 15:59 | 16:00 - 29:59 | 30:00 + |
|---------|-------------|-------------|--------------|---------------|---------------|---------|
| Aid Car | 1           | 6           | 5            | 2             | 3             | 0       |
| Engine  | 0           | 1           | 7            | 3             | 3             | 1       |
| Total   | 1           | 7           | 12           | 5             | 6             | 1       |

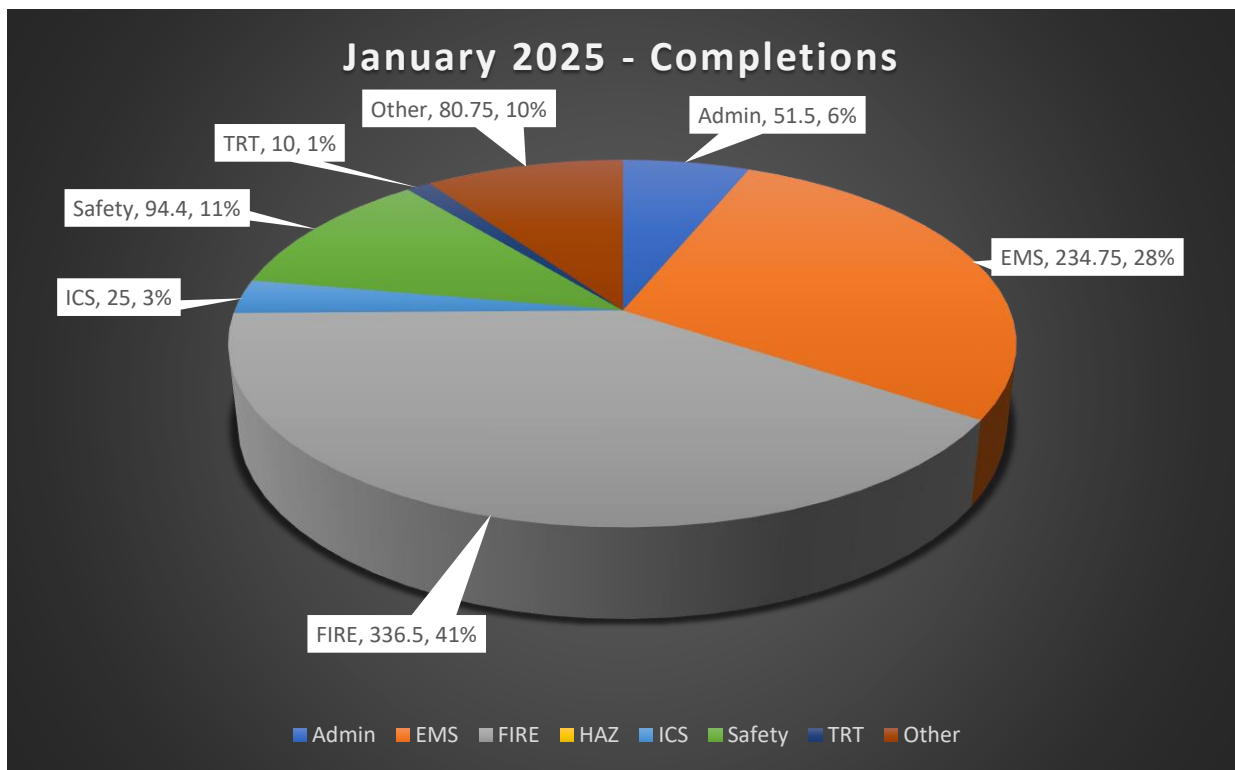
## EMS Transports

The Fire Department responded to 74 EMS incidents in January and transported 32 patients to local hospitals. Patients were transported to Swedish Issaquah 34% of the time and Snoqualmie Valley Hospital 66% of the time. Of the transports, 6 were transports that originated from outside Snoqualmie's service area. (North Bend 6, Fall City 0)

| Hospital                   | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Total |
|----------------------------|--------|--------|--------|--------|--------|-------|
| Overlake Hospital          |        |        |        |        |        | 0     |
| Snoqualmie Valley Hospital | 6      | 3      | 4      | 4      | 4      | 21    |
| Swedish/Issaquah           | 3      | 4      | 2      | 1      | 1      | 11    |
| Other                      |        |        |        |        |        | 0     |
| Total                      | 9      | 7      | 6      | 5      | 5      | 32    |

## Training:

With crummy weather in January, training generally is much slower than the rest of the year, focused on online training and individual member development. This year, January was an exception to the rule. With five probationary firefighters and along with seven EMTs working through multiple onboarding processes, the month saw an above-average volume of completions. During the month, crews trained for 833 hours, primarily focusing on company-level drills, driver training, and completion of state-mandated safety training. The training covered all categories, with the majority related to fire suppression (41%), followed by emergency medical services (28%). During the month, one volunteer completed required shadow shifts to become fully qualified to work as part of a crew, while others continued working towards becoming aid vehicle drivers. In addition to driver training, the department onboarded two new career firefighters, allowing the crews and training staff to remain fresh-minded and focused on critical missions. The following chart compares the training hours by type:



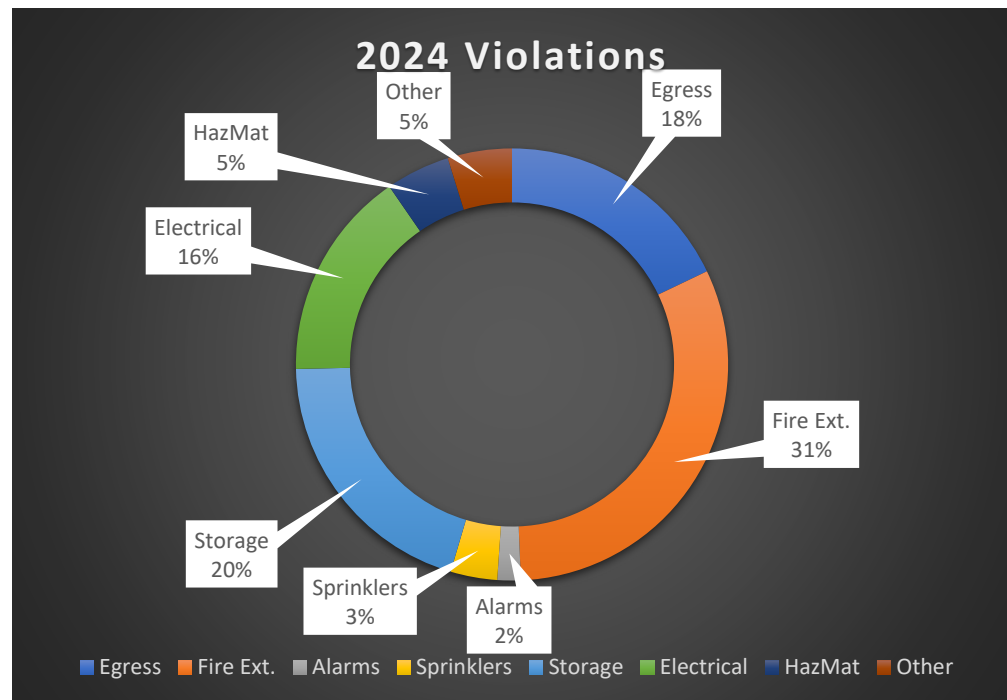
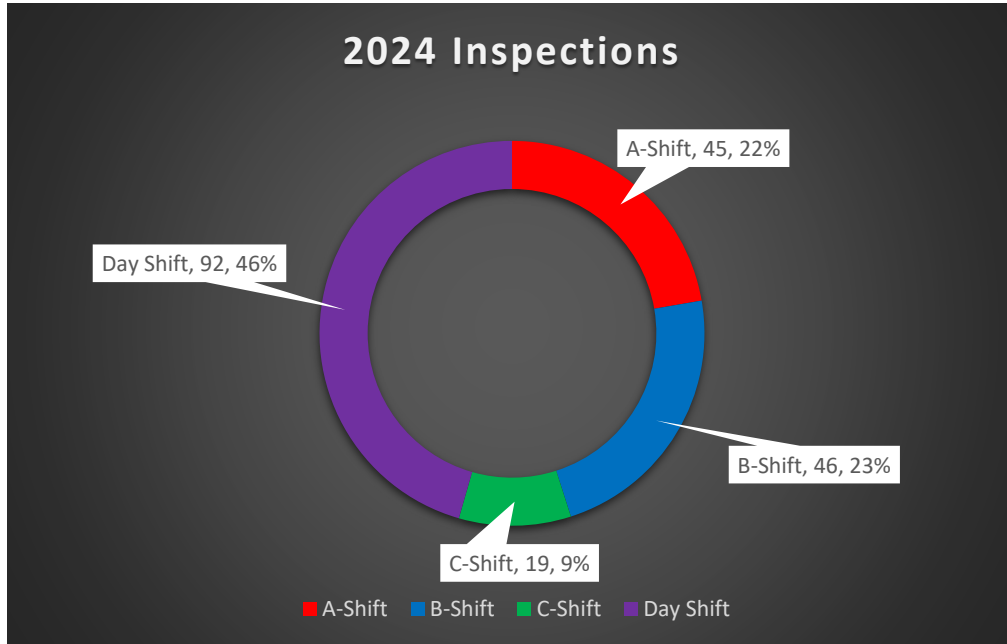
*(Admin=Administrative; Haz=Hazmat; ICS=incident command systems; TRT=Technical Rescue Training)*

### Training – Highlights/Major Topics:

- Driver Training
- Incident Command System – Commercial fires, storage facility fires
- Forcible entry
- Firefighter – Hose evolutions
- Fire Service Leadership
- Safety – State-mandated safety training, firefighter line-of-duty death reviews
- JJ Keller HR Training
- HIPAA/Risk management training
- Emergency Medical Instructor recertifications
- Stroke emergencies
- Trauma and spinal immobilization
- Cardiopulmonary Resuscitation
- Epinephrine/anaphylaxis
- NARCAN/Opiate overdose

Inspections

Annually, January is used as a month to audit and take stock of remaining assignments and make assignments for the year to come. During January no inspections were completed. This is expected and planned to allow crews to build out schedules and adjust to training patterns to allow for efficiency in operation. The following chart is a recap of the year-to-date inspections and violations for year-end 2024:



Public Education

January, public education and outreach reported the following activities:

- Mount Si High School CPR training (January 6-8) – 210 students, three days
- Grant submittal for CPR training funds

**Volunteer Activity**

During the month of January, the following activity was recorded for the volunteer group

- 35 Duty Shifts
- 68 Calls responded to
- 412.45 Total hours spent volunteering.

**Department News**

- 2 new firefighters started January 6<sup>th</sup>. These are 2 of the 3 new approved firefighters for 2025. They will be on day shift till Feb 12<sup>th</sup>, completing intensive training orientating them to the fire department and how we do things. They are on track to count for staffing mid-March.
- Interviews for the final firefighter position occurred Jan 21<sup>st</sup>. Chief's interviews are scheduled the first week of February, and the expectation is to have a conditional offer out to a candidate by February 7<sup>th</sup>. Anticipated start date would be April 1<sup>st</sup>.



**Kim Johnson, HR Manager**  
38624 SE River St. | PO Box 987  
Snoqualmie, Washington 98065  
(425) 393-4258 | kjohnson@snoqualmiewa.gov

## January 2025

### **Enterprise Resource Planning System (ERP) Project – Tyler/Munis**

The human resources implementation team continues to work on setup and assist with payroll implementation modules. This has been a significant undertaking and work continues since our go live date last month. The HR team is currently looking at scheduling for additional HR modules.

### **HUMAN RESOURCES**

#### **Recruitment -**

There are minimal open positions around the city currently, as we continue to focus our efforts on retention, employee satisfaction and wellbeing, and creating a culture of support and growth that will ensure the city is a desirable place to work. The PPW staff will be fully staffed when we welcome our newest Urban Forestry/Stormwater Technician this month. The interviews for the last of the three new firefighter positions will take place this month with the hopes that our newest Snoqualmie firefighter will be starting in early April. And, our HR team, PPW, Police, and Fire are all participating in the MSHS job fair this month. This has been a fun event the past couple years and a great way for our local students to learn about what we do and to see some cool gadgets that our teams use every day!

#### **Union Negotiations**

Initial meetings have been set to start IAFF negotiations in March. We are confident negotiations will conclude before the expiration of the current contract at the end of 2025.

#### **Employee Recognition/Activities/Training**

2025 has kicked off a citywide FEMA training requirement for all city employees. Employees without FEMA 100, 200, 700, and 800 certifications are working hard on finishing these classes. In May, supervisors/directors will be adding an in-person FEMA 300 class to their training. HR will continue to work with our Fire dept/Emergency Management throughout this year to bring safety trainings to the city. The Wellness committee has begun planning activities for this year and hosted a wellness walk in January and a chili cookoff competition this month! Adding to our employee recognition program, employees now receive a birthday card from Administration and HR to celebrate their special day! This personal touch in connecting with employees has already yielded good feedback and appreciation!

#### **Personnel Policy Handbook**

The HR department is continuing work to review and update the city Personnel Policies to be in compliance with updated employment and leave laws and to combine all policies to be in one handbook. A final draft of the manual is currently under review.



## Information Technology Department

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**Fletcher Lacroix, IT Director**  
38624 SE River St. | P.O. Box 987  
Snoqualmie, Washington 98065  
(425) 888-8010 | FLacroix@snoqualmiewa.gov

### January 2025

Dear City Council,

The IT Department has been Network Modernization project going in full swing. We have moved core systems to the new network and will work on moving our other locations in February. The team is beginning to gain steam on several projects.

Here are some updates for the month of January:

- We are hovering around 25 open tickets. This is a good sign that the team is improving their response time and updating their progress on them.
- The network infrastructure modernization project continues to be the team's focus. We have successfully moved the core network in our datacenter to the new equipment!
- The Fire Station pilot phone system is almost complete. We have 2 items to complete with legacy systems.
- We have started with the process of moving our Police Station to the new cloud VOIP phone system and should be able to convert them over in February. We have learn from the pilot and are confirming need in more detail for a better outcome.

We will have more details on upcoming and ongoing projects in future updates:

- Simplifying our service desk to better serve our users.
- Extending the cloud VOIP pilot to more City of Snoqualmie locations
- Restructuring and updating our server infrastructure
- Restructuring our IT team responsibilities
- Building new processes for Asset Management

Thank you for your continued support as the IT Department continues to rebuild!





## PARKS & PUBLIC WORKS DEPT.

**Jeff Hamlin, Director**  
 38194 SE Millpond Road  
 Snoqualmie, WA 98065  
 425.831.4919 | jhamlin@snoqualmiewa.gov

### Monthly Report – January 2025

#### **Public Works General/CIP Projects:**

**Storm Cleanup:** The first snowstorms of the year have begun. Crews are responding with plows and road salt to keep traffic moving safely through the City, particularly on the Ridge where we experience the most significant challenges. Cleanup from the previous windstorm events is ongoing with removal / replacement of street trees and sidewalk infrastructure.

**Tyler Munis Implementation:** Public Works has completed initial implementation of the asset management system. All operating divisions are now managing work orders through Tyler Munis. We are still working out some bugs with the system but will hopefully have that worked out soon. Parks and Public Works has processed approximately 1200 separate work orders in the last month and over 5,350 work orders since implementation in October of last year.

**Utility Rate Study:** The Utility Rate Study continues. PPW staff are working with Council to consider options for CIP adjustments and rate structuring.

**Road Maintenance and Repair:** Significant activities related to snow and ice removal are anticipated through February. Planning and engineering is progressing for next summer's paving, utility infrastructure, and road maintenance projects. Pothole repairs and basic road maintenance activities have increased with the wet winter conditions and freeze/thaw cycles.

**384<sup>th</sup> Sewer/Sidewalk:** The contractor has completed the sewer main upgrades and the new system is fully operational. Sidewalk construction is nearly complete with only a few panels left to pour. Temporary pavement patching is complete but may require progressive maintenance until the final pavement course is constructed later this spring. The project will be dormant for a few months during the winter months; final paving is anticipated for April 2025 when conditions are better for asphalt paving.

**Splashpad:** Construction is continuing through the Winter season with completion anticipated in March 2025. The contractor has received Dept of Health approval and most of the concrete has been poured. Installation of park features and performance testing are dependent on weather and temperature.

**Water Reclamation Facility Phase 3:** Commissioning on the second ditch is underway and the new system is working well. Ditch 1 has been drained to make small alterations to the system

for optimized performance. Substantial Completion is anticipated for February 2025. Project final completion is anticipated for Spring of 2025.

Reclaimed Irrigation Reservoir: 100% plans and specifications have been submitted to the Department of Ecology for agency review. Property acquisition and permitting remain on schedule with the recent Council approval of the purchase agreement. Council approval of the low-interest loan agreement from Ecology is anticipated for early February. Construction is anticipated to begin in Summer 2025 with project completion on or before June 30, 2026.

Staffing: Urban Forestry/Stormwater Department has added one staff member; anticipated start date is early February. PPW will begin recruitment for a new administrative assistant in early 2025.

### **Wastewater Division**

- Startup and commissioning of the WRF-3 upgrades continues. Initial performance data indicates a successful design with improved capacity and operational efficiency.
- Staff will complete and submit the Reclaimed Water Annual Report
- Staff will complete and submit Biosolids Annual Report
- Staff will complete and submit Biosolids Permit Application
- Staff complete and submit Lab Accreditation Permit Renewal (Completed Last week)
- Continue working on installing digital amp gauges in pump stations with integration into SCADA for simplified entry into Munis.
- Continue integration of ETM's into Pump Station overview screen for simplified entry into Munis.
- Wastewater Division is adequately staffed and operating at normal capacity.

### **Water Division**

- Routine maintenance activities, including meter reads and repairs, utility locates, and valve exercising.
- GC Systems, Inc has finished the first half of the Canyon Springs PRV automation for remote calibration and adjusting. This reduces confined space entry and allows for quicker and more accurate adjustments to system operating pressure.
- Cleaned all the piping at the 1040 pump station to get ready for painting
- Repaired major water main break on Reinig Rd.
- Training on leak detection equipment

### **Parks & Streets Division:**

- Parks and Streets Division has been busy with cleanup activities following the recent snow and windstorms.
- Removal of holiday lights and decorations is nearly complete, anticipate wrapping up early February.
- Repair of significant vandalism at various parks is ongoing. Auto-lock mechanisms will be installed soon to ensure buildings are locked at night. Staff are working with the Police Dept to employ security techniques to catch the culprit.

- Crews are approximately half-way through replacing the wayfinding signs around the City.
- Fencing repairs are nearly complete throughout the City.

### **Fleet & Facilities Division:**

#### Fleet

- Street Sweeper upfit has been completed and placed into service. Waiting for weather to improve before we initiate training.
- PPW Backhoe temp switch issue resulted in replacement of a faulty sensor

#### Facilities

- Coordinated hot water tank rupture and replacement at police station.
- Fire boiler control software/ module to be replaced at Fire Station

### **Stormwater & Urban Forestry Division**

- Tree City USA Application Completed
- Completed all but 1 stump removal of the 38 stumps remaining from the windstorm event.
- Completed Final Draft of the 2024 Risk Assessment Report
- Developed Catch Basin inspection SOP and built it into ArcGIS.
- Training and development of Stormwater Business Inspections, including the use of Survey 123 in ArcGIS for collecting inspection data.
- Street tree replacement and order for 122 new street trees to be planted downtown this spring.
- Hired a NEW EMPLOYEE!

### **Department of Corrections Crew Work for January 2025**

#### Work completed at various sites:

- Vegetation; Worked on removing all trees, shrubs, invasive species from Osprey pond per the Stormwater Vegetation Maintenance SOP. [Five feet outside of fence line down to the water, or as COS property lines permit]
- Fencing; Repaired Fencing along perimeter of Carmichael, Kinsey and Muir pond[s].
- Litter Removal; Kinsey, Muir and Sorenson Stormwater Ponds.
- Mulching; Forest Restoration Sites.



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## January 2025

### Calls for Service

|            | Dec 2024 | Jan 2025 | Jan 2024 |
|------------|----------|----------|----------|
| Snoqualmie | 499      | 550      | 567      |
| North Bend | 406      | 416      | 470      |

### Average Response Times (in minutes & seconds)

| Jan        | Priority 1 | Priority 2 | Priority 3 |
|------------|------------|------------|------------|
| Snoqualmie | 2:54       | 3:49       | 3:34       |
| North Bend | 2:29       | 4:03       | 6:14       |
| Dec        |            |            |            |
| Snoqualmie | 1:27       | 2:57       | 3:59       |
| North Bend | 4:36       | 4:47       | 4:49       |

Priority 1: Weapons Offense / DV Physical / Aslt/Burg In-Prog  
 Priority 2: Calls that require immediate response that could result in death if not responded to.  
 Priority 3: High priority but not an immediate threat.

| Thefts         | Dec 2024 | Jan 2025 | Jan 2024 |
|----------------|----------|----------|----------|
| Snoqualmie     | 9        | 6        | 14       |
| North Bend     | 14       | 9        | 15       |
| Vehicle Prowls | Dec 2024 | Jan 2025 | Jan 2024 |
| Snoqualmie     | 3        | 1        | 11       |
| North Bend     | 4        | 3        | 6        |
| Vehicle Thefts | Dec 2024 | Jan 2025 | Jan 2024 |
| Snoqualmie     | 0        | 1        | 3        |
| North Bend     | 3        | 3        | 2        |

### Arrests

|            | 2025 |     | 2024 |     |
|------------|------|-----|------|-----|
|            | Jan  | YTD | Jan  | YTD |
| Snoqualmie | 11   | 11  | 20   | 20  |
| North Bend | 9    | 9   | 18   | 18  |

### North Bend Shifts Covered

|          |    |
|----------|----|
| Jan 2025 | 93 |
| 2025 YTD | 93 |

### Crisis Intervention Contacts

|            | 2025 |     | 2024 |     |
|------------|------|-----|------|-----|
|            | Jan  | YTD | Jan  | YTD |
| Snoqualmie | 0    | 0   | 31   | 31  |
| North Bend | 0    | 0   | 1    | 1   |

### Public Records Requests

|          |    |
|----------|----|
| Jan 2025 | 44 |
| 2025 YTD | 44 |

### Items of Importance

**Command Staff** – Vacancies: 0.  
**Patrol** – One officer recruit in FTO. Three officer recruits continue in Academy. Vacancies: 1.  
**Administrative Staff** – Vacancies: 0.

### Community Events

Feb. 7 – Mt. Si High School College and Career Fair

### Mental Health Professional Contacts

|            | 2025 |     | 2024 |     |
|------------|------|-----|------|-----|
|            | Jan  | YTD | Jan  | YTD |
| Snoqualmie | 3    | 3   | 15   | 15  |
| North Bend | 2    | 2   | 7    | 7   |