CITY OF SNOQUALMIE
CITY COUNCIL REGULAR HYBRID MEETING
Monday, May 22, 2023, at 7:00 PM
Snoqualmie City Hall, 38624 SE River Street & Zoom

MAYOR & COUNCIL MEMBERS
Mayor Katherine Ross
Councilmembers: Ethan Benson, Cara Christensen,
Bryan Holloway, Jo Johnson, James Mayhew,
Louis Washington, and Robert Wotton

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

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

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Public Hearings

Appointments

1. **AB23-062**: Appointment to Economic Development and Planning Commissions

Presentations

Proclamations

2. **AB23-066** Public Works Week, Proclamation No. 23-09
3. **AB23-067** CPR & AED Awareness Week, Proclamation No. 23-10

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

CONSENT AGENDA

4. Approve the City Council Meeting Minutes dated May 8, 2023.
5. Approve the Claims Approval Report dated May 22, 2023.
6. **AB23-064**: Resolution No. 1648 Awarding a Public Works Contract to CPM Development Corporation DBA ICON Materials, Inc for the 2023 Overlay Project

7. **AB23-071**: Resolution No. 1650 Authorizing the Purchase of Server Equipment & Installation with IVOXY Consulting

ORDINANCES

8. **AB23-068**: 2023-2024 Biennial Budget Amendment

   Proposed Action: First Reading of Ordinance 1277.

COMMITTEE REPORTS

Public Safety Committee:

Community Development Committee:

9. **AB23-059**: Snoqualmie Housing Strategy Plan

   Proposed Action: Move to adopt Resolution No. 1647 approving the Housing Strategy Plan.

Parks & Public Works Committee:

10. **AB23-063**: Amendment with RH2 Engineering for Water Reclamation Facility Phase 3 Services During Construction

    Proposed Action: Move to approve an amendment to the WRF Phase 3 design services agreement with RH2 Engineering.

11. **AB23-065**: Resolution No. 1649 Awarding a Public Works Contract to CPM Development Corporation DBA ICON Materials for the Snoqualmie Parkway Rehabilitation Project

    Proposed Action: Adopt Resolution No. 1649 Awarding a Public Works Contract to CPM Development Corporation DBA ICON Materials for the Snoqualmie Parkway Rehabilitation Project and authorize the Mayor to sign.

Finance & Administration Committee:

12. **AB23-072**: Incentive Retention Pay for Eligible Employees

    Proposed Action: Motion to approve MOU pertaining to retention incentive pay program for Teamsters Local 763 and to authorize payroll installments once budget appropriation is authorized by City Council pursuant to AB23-068.

13. Committee Reform Discussion

Committee of the Whole:

REPORTS

14. Mayor's Report
15. Commission/Committee Liaison Reports
16. Councilmember Regional Liaison Updates

CLOSED/EXECUTIVE SESSION

17. Executive Session pursuant to RCW 42.30.140(4)(b) for the planning or adoption of a strategy or position to be taken during the course of any collective bargaining proceedings, or reviewing the proposals made in the negotiations or proceedings.

    No action is anticipated to occur following conclusion of the executive session.

ADJOURNMENT

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-062
May 22, 2023
Appointment

AGENDA BILL INFORMATION

TITLE:	AB23-062: Appointments to the Economic Development and Planning Commissions	☐ Discussion Only ☒ Action Needed: ☒ Motion ☐ Ordinance ☐ Resolution
RECOMMENDED ACTION:	Confirm the Mayor's recommendation to appoint Shalabh Chandra to the Economic Development Commission and Michael Krohn to the Planning Commission.	

DEPARTMENT:	Mayor	
STAFF:	City Clerk	
COMMITTEE:	n/a	Meeting Date: n/a
COUNCIL LIAISON:	n/a	
EXHIBITS:	n/a	

SUMMARY

The purpose of this Agenda Bill is to confirm the Mayor's appointments of Shalabh Chandra to the Economic Development Commission and Michael Krohn to the Planning Commission.

Shalabh Chandra is President of Spacelabs Healthcare and holds both an MBA and a master's degree in biomedical engineering. He has more than two decades of leadership experience and represents a business within the Snoqualmie business community.

Michael Krohn is a Senior Manager at Philips Healthcare and holds a master's degree in electrical engineering. He has resided in Snoqualmie for over a decade and is interested in giving back to the community.

BACKGROUND

The Economic Development Commission has two vacancies; one from the appointment of Louis Washington to Council Position No. 5 and one with Sherry Jennings' resignation from the Snoqualmie Valley Hospital. Both those terms expire December 31, 2024.

The Planning Commission has one vacancy from the hiring of David Goodman as a Senior Planner with the city. That term expires December 31, 2023.

APPOINTMENT PROCESS

Commission and 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.

RECOMMENDED ACTION

Move to confirm the Mayor's recommendation to appoint Shalabh Chandra to the Economic Development Commission and Michael Krohn to the Planning Commission.

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-066
May 22, 2023
Proclamation

AGENDA BILL INFORMATION

TITLE:	AB23-066: National Public Works Week, Proclamation No. 23-09	☐ Discussion Only ☒ Action Needed:
PROPOSED ACTION:	Mayor proclaims May 21-27, 2023, as National Public Works Week in the City of Snoqualmie.	☐ Motion ☐ Ordinance ☐ Resolution

Choose an item.

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

DEPARTMENT:	Mayor	
STAFF:	Communications Coordinator	
COMMITTEE:	n/a	**COMMITTEE DATE:** n/a
MEMBERS:	Choose an item. Choose an item. Choose an item.	
EXHIBITS:	1. Proclamation No. 23-09	

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

SUMMARY

This agenda bill recognizes National Public Works Week 2023 and is an opportunity to raise public awareness about the critical role public works plays within our community and thank all of our Public Works Department staff for their service and dedication.

This 2023 theme is “Connecting the World Through Public Works.”

BACKGROUND

National Public Works Week became an education campaign in 1960 and received federal recognition through a proclamation from President Kennedy in 1962. It honors the contribution public works makes to their communities in planning, building, managing, and operating cities and enhancing the quality of life for residents.

PROPOSED ACTION

Mayor proclaims May 21-27, 2023, as National Public Works Week in the City of Snoqualmie.

Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Snoqualmie; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Snoqualmie to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week,

NOW, THEREFORE, I, Katherine Ross, Mayor of the City of Snoqualmie, Washington, do hereby designate the week May 21–27, 2023 as

NATIONAL PUBLIC WORKS WEEK

in the City of Snoqualmie. I urge all citizens to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protect our health, safety, and quality of life.

APPROVED, this 22nd day of May 2023



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Katherine Ross, Mayor

Proclamation No. 23-09

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-067
May 22, 2023
Proclamation

AGENDA BILL INFORMATION

TITLE:	AB23-067: National CPR & AED Awareness Week, Proclamation No. 23-10	☐ Discussion Only ☒ Action Needed: ☐ Motion ☐ Ordinance ☐ Resolution
PROPOSED ACTION:	Mayor proclaims June 1-7, 2023, as National CPR & AED Awareness Week in the City of Snoqualmie.	

Choose an item.

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

DEPARTMENT:	Mayor		
STAFF:	City Clerk		
COMMITTEE:	n/a	**COMMITTEE DATE:** n/a	
MEMBERS:	Choose an item.	Choose an item.	Choose an item.
EXHIBITS:	1. Proclamation No. 23-10		

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

SUMMARY

SUMMARY STATEMENT

This agenda bill recognizes National CPR & AED Awareness Week 2023 and is designed to spotlight how lives can be saved if more Americans know CPR and how to use an AED. It also places importance on the willingness of bystanders to act in a cardiac arrest emergency.

BACKGROUND

National CPR & AED Awareness Week was first initiated in 2007 following a partnership between the American Red Cross, the American Heart Association, and the National safety Council to highlight the importance of learning CPR and AED techniques to save lives.

Seventy percent (70%) of all cardiac arrests occur in the home and only 46% receive immediate help from a CPR trained layperson. Learning CPR and AEDs can save lives and improve out of hospital cardiac arrest survival.

PROPOSED ACTION

Mayor proclaims June 1-7, 2023, as National CPR & AED Awareness Week in the City of Snoqualmie.

Proclamation

WHEREAS, more than 1,600 people in the United States suffer from cardiac arrest each day; and

WHEREAS, over 70% of all cardiac arrests happen outside of a hospital and in homes; and

WHEREAS, less than 46% of the people who experience out of hospital cardiac arrest receive the immediate help they need before professional responders arrive; and

WHEREAS, part of the EMS System includes training members of the community to respond to cardiac arrest events and to provide care before EMS providers arrive; and

WHEREAS, early access to CPR and automated external defibrillators, or AEDs, has been proven to dramatically improve cardiac arrest survival in the out of hospital setting; and

NOW, THEREFORE, I, Katherine Ross, Mayor of the City of Snoqualmie, Washington, do hereby proclaim June 1 through 7, 2023, as

NATIONAL CPR & AED AWARENESS WEEK

in the City of Snoqualmie, reminding the community of the importance of CPR & AED Training, and to encourage the community to learn CPR and the use of an AED.

APPROVED, this 22nd day of May 2023



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Katherine Ross, Mayor

Proclamation No. 23-10

CITY COUNCIL MINUTES
REGULAR HYBRID MEETING
May 8, 2023

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

City Council:
Mayor Katherine Ross, Councilmembers Ethan Benson, Rob Wotton, Bryan Holloway, James Mayhew (remote), Louis Washington, Cara Christensen, and Jolyon Johnson were present.

City Staff:
Mike Chambless, Interim City Administrator & Parks and Public Works Director; Deana Dean, City Clerk; Mark Correira, Fire Chief; Mike Bailey, Deputy Fire Chief; Perry Phipps, Police Chief; Emily Arteche, Community Development Director; Danna McCall, Communications Coordinator; Carson Hornsby, Management Analyst; Jimmie Betts, IT Support; Drew Bouta, Budget Manager; Krista Hintz, Management Analyst; Anna Astrakhan, Assistant City Attorney; Nicole Wiebe, Community Liaison; Andrew Vining, Project Engineer; Hind Ahmed, Project Engineer (remote); Sarah Reeder, ERP Project Manager; Jen Ferguson, Finance & HR Director (remote); Jessica Rellamas, Fire Administrative Assistant; and Jonathan Kesler, Senior Planner (remote).

Also present were Volunteer Firefighters Kristen Favro, John Mutyaba, Robert Angrisano, and Catherine Cotton; Firefighters Zach Schumann, Tylor Fischer, Albert Wolfe, and Nick Lathrop; and Quinten Heath.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

It was moved by CM Holloway; seconded by CM Christensen to:
Approve the agenda.

CM Mayhew moved to remove AB23-058 from the consent agenda.
The agenda was approved as amended.
PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

PUBLIC HEARINGS, PRESENTATIONS, APPOINTMENTS & PROCLAMATIONS

Appointments:

1. Fire Chief Mark Correira introduced this item and Deputy Fire Chief Mike Bailey introduced new volunteer firefighters Kristen Favro and John Mutyaba as well as Colin Kubota, Bir Davinder Badesha, and Joshua Phahongchanh who were not present. In addition, the following career firefighters were introduced: Zach Schumann, Tylor Fischer, Albert Wolfe, and Nick Lathrop.

   Chief Correira introduced Firefighter Quinten Heath. Badge pinning was performed by Quinten's mother, Julie.

   Chief Correira introduced volunteer firefighters Robert Angrisano and Catherine Cotton. He spoke of Catherine's experience and accomplishments as a volunteer with the city and informed

and congratulated her on being the recipient of the 2023 Lifetime Achievement Award from the Washington Firefighters Association.

Lastly, Chief Correira introduced Jessica Rellamas, Fire Department Administrative Assistant.

Presentations:

2. Council Retreat Follow Up and Discussion with Una McAlinden of Creative Strategy Solutions.

3. Snoqualmie Housing Action Plan. Emily Arteche, Community Development Director, introduced Matt Covert from LDC who provided an overview and preview of the final draft of the Housing Strategy Plan. Discussion followed.

Proclamations:

4. **AB23-060**: National Police Week Proclamation No. 23-07. Mayor Ross read Proclamation 23-07 and proclaimed May 11-17, 2023, as National Police Week in Snoqualmie. Chief Phipps spoke regarding National Police Week and thanked Council for recognizing the work they, and first responders, do.

5. **AB23-061**: National EMS Week Proclamation No. 23-08. Mayor Ross read Proclamation 23-08 and proclaimed May 21-27, 2023, as National EMS Week in Snoqualmie. Chief Correira spoke regarding National EMS Week noting the City has regularly recognized this week.

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA – None.

CONSENT AGENDA

6. Approve the City Council Meeting Minutes dated April 24, 2023.
7. Approve the Claims Approval Report dated May 8, 2023.

It was moved by CM Holloway; seconded by CM Johnson to:
Approve the consent agenda with amendment.
PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

It was moved by CM Holloway; seconded by CM Benson to:
Move Committee Reform Discussion to the next council meeting.
PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

OUT OF ORDER

9. **AB23-058**: Resolution Selecting Parametrix for the Construction Management of Snoqualmie Parkway Rehabilitation Project.

It was moved by CM Benson, seconded by CM Holloway:
Approve Resolution No. 1645 Selecting Parametrix for construction management services of Snoqualmie parkway rehabilitation project and authorize the Mayor to sign.
PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

ORDINANCES – None.

DRAFT

COMMITTEE REPORTS

Public Safety Committee: No further reports.

Community Development Committee: No further reports.

Parks & Public Works Committee:

10. **AB23-057**: Resolution Approving Purchase Order for WRF Headworks Belt Screen.

    It was moved by CM Benson, seconded by CM Holloway:
    Adopt Resolution No. 1646 approving a purchase order with Huber Technology Inc. (Huber) for a replacement EscaMax Belt Screen.
    PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

Finance & Administration Committee:

8. Committee Reform Discussion. This item is continued to the May 22, 2023, council meeting.

Committee of the Whole: No further reports.

REPORTS

9. **Mayor's Report**:
    - The Water Reclamation Facility received the 2022 Outstanding Performance Award from the Department of Ecology.
    - Snoqualmie Fire graduated 10 new CERT Volunteers over the weekend – including CM Christensen.
    - The communications group is launching g a new community engagement initiative to provide residents an opportunity to connect with the Mayor, Councilmembers, and staff in a small information setting to ask questions and connect. First event is Chat with the Chiefs on June 1 at 10:00 am, location to be determined. Conversations with Council is scheduled for June 21st with more information to come.
    - The May 24th SVGA meeting is in North Bend.
    - Meadowbrook ILA expired this past week. We have been meeting with Snoqualmie Tribe to be part of the future and include them as part of the governing body along with North Bend and Snoqualmie. At this point, we are waiting to hear back from the Tribe on the proposed ILA and anticipate working over this over the next several months. Si View Metropolitan Parks will continue to provide services and Meadowbrook Farm Preservation Association will continue their role in educational programming services. More information to come.
10. **Commission/Committee Liaison Reports:**
    - CM Wotton provided an update on Meadowbrook, Housing Task Force, Regional Law Safety and Justice Committee, and COPC.
    - CM Christensen provided an update on PIC for SCA and YMCA.
11. **Department Reports.**

Emily Arteche introduced Jonathan Kesler, Senior Planner, who briefly spoke.

DRAFT

EXECUTIVE SESSION

Executive session pursuant to RCW 42.30.110(1)(i):

(i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party; and

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency lasting approximately 15 minutes.

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. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public lasting approximately 15 minutes.

At 9:23 pm, Mayor Ross indicated Council would take a 5-minute break and then enter into Executive Session for approximately 30 minutes. Action is likely to occur following the executive session.

At 10:14 pm, Council came out of Executive Session.

At 10:17 pm, Council resumed open session.

It was moved by CM Holloway, seconded by CM Washington to**:**
Confirm Mayor's appointment of Mike Chambless as Interim City Administrator.
PASSED: 6-1 (Benson, Wotton, Holloway, Washington, Christensen, Johnson) (Nay – Mayhew)

ADJOURNMENT

It was moved by CM Holloway, seconded by CM Benson to**:**
Adjourn meeting.
PASSED: 7-0 (Benson, Wotton, Holloway, Mayhew, Washington, Christensen, Johnson)

Mayor Ross adjourned the meeting at 10:19 pm.

CITY OF SNOQUALMIE

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Finance & Human Resources Department

Jennifer Ferguson, Director
38624 SE River St. | PO Box 987
Snoqualmie, Washington 98065
(425) 888-1555 | jferguson@snoqualmiewa.gov

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

From: **Jerry Knutsen, Financial Services Manager**

Date: **May 22, 2023**

Subject: **CLAIMS REPORT**
Approval of payments for the period: April 24, 2023 through May 8, 2023

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

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

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

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

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

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

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

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

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

CLAIMS

		Warrants			ACH		
Batch ID	**Date**	**From #**	**Thru #**	**Amount**	**Qty**	**Amount**	**CLAIMS TOTAL**
19	4/26/2023	61090	61172	$ 613,264.30			$ 613,264.30
20	4/24/2023	61173	61174	$ 8,451.04			8,451.04
21	5/3/2023	61188	61208	$ 94,026.98			94,026.98
22	5/4/2023	61209	61265	$ 139,569.40			139,569.40
							-
							-
						Grand Total	**855,311.72**

PAYROLL (including Payroll Benefits)

		Warrants			ACH		
Batch ID	**Date**	**From #**	**Thru #**	**Amount**	**Qty**	**Amount**	**PAYROLL TOTAL**
P4-2023	4/28/2023				112	$ 570,822.96	$ 570,822.96
PV4-2023	4/28/2023	61175	61187	$ 74,559.74	10	$ 660,428.53	734,988.27
PV4-2023 #2	4/28/2023				1	$ 759.26	759.26
							-
							-
						Grand Total	**1,306,570.49**

Total **2,194,160.58**

MISCELLANEOUS DISBURSEMENTS

Date	Description	ACH Amount	Wire Amount	MISC TOTAL
5/1/2023	Merchant Card Fees - Bankcard	$ 8,220.86		$ 8,220.86
5/1/2023	DOR - Lease Excise Tax	$ 3,833.53		3,833.53
5/2/2023	Navia - 2022 HRA Plan Reimbursements	$ 110.97		110.97
5/2/2023	Navia - 2023 FSA Plan Reimbursements	$ 244.22		244.22
5/2/2023	Navia - 2023 HRA Plan Reimbursements	$ 7,023.48		7,023.48
5/2/2023	Merchant Card Fees - Bluefin	$ 302.68		302.68
5/2/2023	Merchant Card Fees - Merchant Transact	$ 765.09		765.09
5/3/2023	ICMA April Contributions	$ 9,536.00		9,536.00
5/5/2023	DOL Firearm Fees	$ 516.00		516.00
5/8/2023	Merchant Card Fees - American Express	$ 1,725.54		1,725.54
				-
			Grand Total	**32,278.37**

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

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

Jerry Knutsen 5/10/2023

Jerry Knutsen, Financial Services Manager/Auditing Officer Date

FINANCE & ADMINISTRATION COMMITTEE RECOMMENDATION

Accounts Payable

Blanket Voucher Approval Document

User: ITreptow
Printed: 04/26/2023 - 4:01PM
Warrant Request Date: 4/26/2023
DAC Fund:

19

Batch: 00004.04.2023 - 4-26-2023 Check run

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 613,264.30,
for claims warrants numbered 61090 through 61172 & dated 4/26/2023.

Line	Claimant	Voucher No.	Amount
1	Dept of Retirement Syst.-PERS	000000000	48.80
2	AMAZON CAPITAL SERVICES	000061162	838.90
3	AMERICAN PUBLIC WORKS ASSOC	000061163	1,728.00
4	ATWORK! COMMERCIAL ENTERPRISES LLC	000061167	81,522.20
5	BRUCE DEES & ASSOCIATES	000061169	1,445.00
6	CENTURYLINK PD	000061171	1,405.12
7	CINTAS	000061090	1,222.77
8	CHINOOK LUMBER INC	000061172	381.05
9	CITY OF BELLEVUE	000061091	2,076.64
10	CITY OF ISSAQUAH FINANCE DEPT	000061092	48,755.16
11	Complete Office (PD Acct)	000061094	133.41
12	Occupational Health Centers of WA, P.S.	000061137	4,983.00
13	CITY OF SNOQUALMIE UB	000061093	30,642.66
14	Criminal Justice Training Commission	000061095	4,212.00
15	CENTRAL WELDING SUPPLY	000061170	38.48
16	DLT Solutions, LLC	000061097	6,765.29
17	DOOLITTLE HOLDINGS LLC	000061098	44,589.57
18	Draveling,Nigel	000061099	297.27
19	Evergreen Ford, Inc.	000061103	180.95
20	Galls, LLC FD	000061105	142.75
21	HD Fowler Co.	000061106	49,108.12
22	Henderson,Kyla	000061107	524.52
23	Issaquah Municipal Court	000061109	4,048.72
24	Jenkins Pipeline Services LLC	000061110	4,407.50
25	Marley,Kelly	000061128	20.00
26	KING COUNTY FIRE DIST 27	000061115	441.68
27	KING COUNTY RADIO COMM SVCS	000061116	1,037.54
28	KING COUNTY DIRECTORS ASSN PURCHASING CC	000061113	211,353.69
29	KING COUNTY FINANCE	000061114	1,023.00
30	Kinsman,Debbie	000061117	184.06
31	KONE Inc.	000061118	1,636.57
32	Kurita America Inc.	000061119	1,175.16
33	Lowe's Business Account	000061127	879.31
34	Level 3 Communications, LLC	000061122	2,270.56
35	Lewis & Laws, PLLC	000061123	400.00
36	Language Line Services	000061120	34.68
37	LN Curtis & Sons	000061124	1,384.65
38	Moberly,Lynn	000061130	12,000.00
39	LoudEdge, Inc.	000061126	845.00
40	Les Schwab Tires, Inc.	000061121	1,487.10
41	Fehr & Peers	000061104	7,257.50
		Page Total:	$532,928.38

Line	Claimant	Voucher No.	Amou
42	Minuteman Press	000061129	4,796.88
43	Karim,Nadeem	000061111	160.00
44	Navia Benefit Solutions	000061132	838.00
45	North Bend Auto Parts, Inc. (Gen.)	000061135	80.77
46	North Bend Chevrolet	000061136	765.25
47	Net Transcripts, Inc.	000061134	84.32
48	Nat'l Testing Network	000061131	500.00
49	Ogden Murphy Wallace Attorneys	000061138	47.50
50	Otak, Inc.	000061139	823.50
51	Pacifica Law Group LLP	000061140	4,231.50
52	PITNEY BOWES BANK INC PURCHASE POWER	000061141	17.52
53	Pre-Employ.com	000061143	104.30
54	Pro-Tow	000061144	761.37
55	Puget Sound Energy	000061145	44,447.90
56	Rebecca Dean PLLC	000061146	703.00
57	Robert Half	000061147	5,500.00
58	ASHBAUGH BEAL	000061166	241.75
59	Stericycle, Inc. (FD)	000061148	10.36
60	Stericycle, Inc. (PD)	000061149	10.36
61	Black,Thomas	000061168	5.00
62	TRUSTED TOWING	000061151	245.25
63	Ekberg,Nancy	000061102	3.00
64	Long,John & Cynthia	000061125	800.00
65	Yoker,Joel	000061161	171.27
66	Keohane,James	000061112	220.83
67	Deitering,Amber and Craig	000061096	317.12
68	Porter,Jason	000061142	225.85
69	Neil,Michael	000061133	287.37
70	Amidon,Nathaniel and Elizabeth	000061164	62.22
71	Edgar,Melissa	000061101	222.96
72	Anderson,Stacey	000061165	29.53
73	Hughes,Michael & Megan	000061108	741.97
74	Du Preez,Jeannine	000061100	560.53
75	Uline	000061152	237.01
76	Utilities Underground Location Center	000061153	47.57
77	Vermeer Northwest	000061154	2,031.96
78	VWR International LLC	000061155	427.73
79	Waste Management - AS Payment Agent	000061157	1,794.64
80	Whitney Equip. Co., Inc.	000061159	3,745.23
81	Thomson Reuters - West Pymt. Center	000061150	205.82
82	Westlake Ace Hardware	000061158	188.20
83	WA ST Patrol - B & F Servs	000061156	430.75
84	Xylem Dewatering Solutions, Inc.	000061160	3,209.83
		Page Total:	$80,335.92
		Grand Total:	$613,264.30

Accounts Payable

Check Detail

User: ITreptow
Printed: 05/09/2023 - 2:13PM

Check Number	Check Date	Amount

amzoncap - AMAZON CAPITAL SERVICES Line Item Account

61162 04/26/2023

Inv !HKF-4JCR-1WXV

Line Item Date	Line Item Description	Line Item Account	
04/05/2023	Scissors	001-12-028-576-80-31-000	3.63
04/05/2023	Scissors	001-16-035-542-30-31-000	3.62
04/05/2023	Scissors	403-22-050-531-30-31-000	3.63

Inv !HKF-4JCR-1WXV Total 10.88

Inv !JNK-FKK-4TGG

Line Item Date	Line Item Description	Line Item Account	
04/07/2023	Signature stamp	403-22-030-531-90-31-000	22.17

Inv !JNK-FKK-4TGG Total 22.17

Inv !V37-4JHJ-4FN9

Line Item Date	Line Item Description	Line Item Account	
04/12/2023	Emergency key chain/car spray	001-09-014-522-20-31-910	113.95

Inv !V37-4JHJ-4FN9 Total 113.95

Inv 11FY-GM7T-3JDT

Line Item Date	Line Item Description	Line Item Account	
04/18/2023	Label maker & Laminator	001-09-014-522-10-31-000	113.82

Inv 11FY-GM7T-3JDT Total 113.82

Inv 1HH9-NVFG-6CCG

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Refund for defective item (Invoice 1PHQ-7PF1-3FV1)	403-22-030-531-90-31-000	-3.81
03/31/2023	Refund for defective item (Invoice 1PHQ-7PF1-3FV1)	501-23-051-548-68-31-000	-3.81
03/31/2023	Refund for defective item (Invoice 1PHQ-7PF1-3FV1)	001-16-035-542-30-31-000	-3.81
03/31/2023	Refund for defective item (Invoice 1PHQ-7PF1-3FV1)	401-18-037-534-81-31-000	-3.81
03/31/2023	Refund for defective item (Invoice 1PHQ-7PF1-3FV1)	403-22-050-531-30-31-000	-3.81
03/31/2023	Refund for defective item (Invoice 1PHQ-7PF1-3FV1)	402-20-040-535-80-31-000	-3.81
03/31/2023	Refund for defective item (Invoice 1PHQ-7PF1-3FV1)	001-12-028-576-80-31-000	-3.81
03/31/2023	Refund for defective item (Invoice 1PHQ-7PF1-3FV1)	510-24-053-518-20-31-000	-3.81

Inv 1HH9-NVFG-6CCG Total -30.48

Inv 1HJ3-JMNH-4T1J

Line Item Date	Line Item Description	Line Item Account

04/07/2023	Space Heater	403-22-030-531-90-31-000	3.80
04/07/2023	Space Heater	402-20-040-535-80-31-000	3.81
04/07/2023	Space Heater	401-18-037-534-81-31-000	3.81
04/07/2023	Space Heater	403-22-050-531-30-31-000	3.80
04/07/2023	Space Heater	510-24-053-518-20-31-000	3.80
04/07/2023	Space Heater	001-12-028-576-80-31-000	3.81
04/07/2023	Space Heater	001-16-035-542-30-31-000	3.81
04/07/2023	Space Heater	501-23-051-548-68-31-000	3.80
Inv 1HJ3-JMNH-4T1J Total			30.44

Inv 1WTL-Q103-3FXQ

Line Item Date	Line Item Description	Line Item Account	
04/05/2023	Printer paper	001-09-014-522-10-31-000	98.76
Inv 1WTL-Q103-3FXQ Total			98.76

Inv 1Y7P-VLRR-FK3C

Line Item Date	Line Item Description	Line Item Account	
04/01/2023	GPS Navigators, 3-Hole Punches, Voice Recorders	001-08-009-521-22-31-000	479.36
Inv 1Y7P-VLRR-FK3C Total			479.36

61162 Total: 838.90

amzoncap - AMAZON CAPITAL SERVICES Total: 838.90

apwa mo - AMERICAN PUBLIC WORKS ASSOC Line Item Account

61163 04/26/2023

Inv 150805

Line Item Date	Line Item Description	Line Item Account	
02/02/2023	APWA membership renewal	403-22-019-531-10-49-200	288.00
02/02/2023	APWA membership renewal	501-23-019-548-61-49-200	288.00
02/02/2023	APWA membership renewal	001-16-019-542-90-49-200	288.00
02/02/2023	APWA membership renewal	403-22-030-531-90-49-200	288.00
02/02/2023	APWA membership renewal	401-18-037-534-81-49-200	288.00
02/02/2023	APWA membership renewal	402-20-040-535-80-49-200	288.00
Inv 150805 Total			1,728.00

61163 Total: 1,728.00

apwa mo - AMERICAN PUBLIC WORKS ASSOC Total: 1,728.00

UB*03045 - Amidon, Nathaniel and Elizabeth Line Item Account

61164 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	62.22

Inv Total			62.22
61164 Total:			62.22
UB*03045 - Amidon, Nathaniel and Elizabeth Total:			62.22

UB*03047 - Anderson, Stacey Line Item Account

61165 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	29.53
Inv Total			29.53
61165 Total:			29.53
UB*03047 - Anderson, Stacey Total:			29.53

stanisla - ASHBAUGH BEAL Line Item Account 001-04-004-515-41-41-102

61166 04/26/2023

Inv 78910

Line Item Date	Line Item Description	Line Item Account	
02/28/2023	Legal advice/fees for Epsy Case Solutions	001-04-004-515-41-41-102	241.75
Inv 78910 Total			241.75
61166 Total:			241.75
stanisla - ASHBAUGH BEAL Total:			241.75

atwork - ATWORK! COMMERCIAL ENTERPRISES LLC Line Item Account

61167 04/26/2023

Inv PS-INV104836

Line Item Date	Line Item Description	Line Item Account	
02/28/2023	Maintenance agreement - facilities	510-24-053-518-20-48-150	2,886.85
Inv PS-INV104836 Total			2,886.85

Inv PS-INV104837

Line Item Date	Line Item Description	Line Item Account	
02/28/2023	Maintenance agreement - mini parks	001-12-028-576-80-48-150	17,528.82
Inv PS-INV104837 Total			17,528.82

Inv PS-INV104838

Line Item Date	Line Item Description	Line Item Account	
02/28/2023	Roadside maintenance 30%	001-16-035-542-70-48-150	6,103.63

02/28/2023	Roadside maintenance 60%	403-22-050-531-30-48-150	14,241.80
Inv PS-INV104838 Total			20,345.43

Inv PS-INV104888

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Maintenance agreement-facillities	510-24-053-518-20-48-150	2,886.85
Inv PS-INV104888 Total			2,886.85

Inv PS-INV104889

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Roadside maintenance 60%	001-12-028-576-80-48-150	17,528.82
Inv PS-INV104889 Total			17,528.82

Inv PS-INV104890

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Roadside maintenance 30%	001-16-035-542-70-48-150	6,103.63
03/31/2023	Roadside maintenance 60%	403-22-050-531-30-48-150	14,241.80
Inv PS-INV104890 Total			20,345.43

61167 Total: 81,522.20

atwork - ATWORK! COMMERCIAL ENTERPRISES LLC Total: 81,522.20

T. Black - Black, Thomas Line Item Account

61168 04/26/2023

Inv P-Patch 4/11/23

Line Item Date	Line Item Description	Line Item Account	
04/11/2023	Refund Overpaid P-patch fees	001-12-000-347-30-00-050	5.00
Inv P-Patch 4/11/23 Total			5.00

61168 Total: 5.00

T. Black - Black, Thomas Total: 5.00

bda - BRUCE DEES & ASSOCIATES Line Item Account

61169 04/26/2023

Inv 6593

Line Item Date	Line Item Description	Line Item Account	
04/06/2023	All inclusive playground consulating services	310-12-609-594-76-41-060	1,445.00
Inv 6593 Total			1,445.00

61169 Total: 1,445.00

bda - BRUCE DEES & ASSOCIATES Total: 1,445.00

cws - CENTRAL WELDING SUPPLY Line Item Account 001-09-014-522-20-31-912
61170 04/26/2023
Inv RN03232240

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Oxygen	001-09-014-522-20-31-912	38.48

Inv RN03232240 Total 38.48

61170 Total: 38.48

cws - CENTRAL WELDING SUPPLY Total: 38.48

CENLINK - CENTURYLINK PD Line Item Account
61171 04/26/2023
Inv 3-23

Line Item Date	Line Item Description	Line Item Account	
03/20/2023	PD Land Lines	502-11-020-518-88-42-000	1,405.12

Inv 3-23 Total 1,405.12

61171 Total: 1,405.12

CENLINK - CENTURYLINK PD Total: 1,405.12

cl - CHINOOK LUMBER INC Line Item Account
61172 04/26/2023
Inv 1909317

Line Item Date	Line Item Description	Line Item Account	
02/13/2023	Furring Strip	001-09-014-522-20-31-910	191.84

Inv 1909317 Total 191.84

Inv 1912352

Line Item Date	Line Item Description	Line Item Account	
02/27/2023	Nails and framing hammer	001-09-014-522-20-31-910	189.21

Inv 1912352 Total 189.21

61172 Total: 381.05

cl - CHINOOK LUMBER INC Total: 381.05

cintas - CINTAS Line Item Account 511-25-054-518-50-31-000
61090 04/26/2023

Inv 5153489151

Line Item Date	Line Item Description	Line Item Account	
04/11/2023	First Aid Cabinets City Hall	001-13-000-518-10-31-080	1,222.77
Inv 5153489151 Total			1,222.77
61090 Total:			1,222.77
cintas - CINTAS Total:			1,222.77

cob - CITY OF BELLEVUE Line Item Account

61091 04/26/2023

Inv 45257

Line Item Date	Line Item Description	Line Item Account	
03/30/2023	Hazmat Consortium fee	001-09-014-522-50-41-542	2,076.64
Inv 45257 Total			2,076.64
61091 Total:			2,076.64
cob - CITY OF BELLEVUE Total:			2,076.64

coi - CITY OF ISSAQUAH FINANCE DEPT Line Item Account

61092 04/26/2023

Inv 23000171

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	Snoqualmie - MAR 2023	001-08-009-521-22-41-511	29,253.09
04/10/2023	North Bend - MAR 2023	014-08-012-521-22-41-511	19,502.07
Inv 23000171 Total			48,755.16
61092 Total:			48,755.16
coi - CITY OF ISSAQUAH FINANCE DEPT Total:			48,755.16

cos - CITY OF SNOQUALMIE UB Line Item Account

61093 04/26/2023

Inv 3-23 UB

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Central Services	510-24-053-518-20-47-300	6,015.91
04/23/2023	Water	401-18-037-534-81-47-300	851.16
04/23/2023	River walk	001-13-000-518-20-47-300	184.31
04/23/2023	Parks	001-12-028-576-80-47-300	11,691.75
04/23/2023	Streets	001-16-035-542-30-47-300	1,603.02
04/23/2023	Irrigation	401-19-039-539-35-47-300	239.78
04/23/2023	WWTP	402-20-040-535-80-47-300	7,874.99
04/23/2023	Median Irrigation	001-16-035-542-70-47-300	290.62
04/23/2023	Storm Water	403-22-050-531-30-47-300	173.28

04/23/2023	Police	001-08-009-521-50-47-300	899.42
04/23/2023	Fire	001-09-014-522-50-47-300	818.42
Inv 3-23 UB Total			30,642.66
61093 Total:			30,642.66
cos - CITY OF SNOQUALMIE UB Total:			30,642.66

comp pd - Complete Office (PD Acct) Line Item Account

61094 04/26/2023

Inv 2202470-0

Line Item Date	Line Item Description	Line Item Account	
03/27/2023	Tri-fold paper towels	510-24-053-518-20-31-340	48.29
03/27/2023	Officer notebooks, paper & document holders	001-08-009-521-22-31-000	85.12
Inv 2202470-0 Total			133.41
61094 Total:			133.41
comp pd - Complete Office (PD Acct) Total:			133.41

criminal - Criminal Justice Training Commission Line Item Account

61095 04/26/2023

Inv 201137792

Line Item Date	Line Item Description	Line Item Account	
03/28/2023	Basic law enforcment academy - Drew Ward	001-08-009-521-40-43-000	4,212.00
Inv 201137792 Total			4,212.00
61095 Total:			4,212.00
criminal - Criminal Justice Training Commission Total:			4,212.00

UB*03042 - Deitering, Amber and Craig Line Item Account

61096 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	317.12
Inv Total			317.12
61096 Total:			317.12
UB*03042 - Deitering, Amber and Craig Total:			317.12

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

0 04/26/2023

Inv 1556018

Line Item Date	Line Item Description	Line Item Account	
04/04/2023	OASI Admin Fee for 2022	001-13-000-518-10-22-351	48.80

Inv 1556018 Total 48.80

0 Total: 48.80

90070 - Dept of Retirement Syst.-PERS Total: 48.80

dlt - DLT Solutions, LLC Line Item Account

61097 04/26/2023

Inv SI604020

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	IT: AutoCAD license renewal	502-11-021-518-88-48-860	6,765.29

Inv SI604020 Total 6,765.29

61097 Total: 6,765.29

dlt - DLT Solutions, LLC Total: 6,765.29

DOO - DOOLITTLE HOLDINGS LLC Line Item Account

61098 04/26/2023

Inv 500

Line Item Date	Line Item Description	Line Item Account	
11/29/2022	Street sweeping	001-16-035-542-67-48-000	28,269.94

Inv 500 Total 28,269.94

Inv 542

Line Item Date	Line Item Description	Line Item Account	
01/31/2023	Street sweeping	001-16-035-542-67-48-000	10,325.44

Inv 542 Total 10,325.44

Inv 567

Line Item Date	Line Item Description	Line Item Account	
04/06/2023	Street sweeping	001-16-035-542-67-48-000	5,994.19

Inv 567 Total 5,994.19

61098 Total: 44,589.57

DOO - DOOLITTLE HOLDINGS LLC Total: 44,589.57

draveln - Draveling, Nigel Line Item Account
61099 04/26/2023

Inv REIMB N. DRAVEL

Line Item Date	Line Item Description	Line Item Account	
04/12/2023	Mileage and Meals for CIT 40 hour class	001-08-009-521-40-43-000	297.27

Inv REIMB N. DRAVEL Total 297.27

61099 Total: 297.27

draveln - Draveling, Nigel Total: 297.27

UB*03049 - Du Preez, Jeannine Line Item Account
61100 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	560.53

Inv Total 560.53

61100 Total: 560.53

UB*03049 - Du Preez, Jeannine Total: 560.53

UB*03046 - Edgar, Melissa Line Item Account
61101 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	222.96

Inv Total 222.96

61101 Total: 222.96

UB*03046 - Edgar, Melissa Total: 222.96

UB*03038 - Ekberg, Nancy Line Item Account
61102 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	3.00

Inv Total 3.00

61102 Total: 3.00

UB*03038 - Ekberg, Nancy Total: 3.00

ef - Evergreen Ford, Inc. Line Item Account
61103 04/26/2023
Inv 5191763

Line Item Date	Line Item Description	Line Item Account	
04/17/2023	Front axle shaft driver side	501-23-051-548-68-31-301	180.95
Inv 5191763 Total			180.95

61103 Total: 180.95

ef - Evergreen Ford, Inc. Total: 180.95

ma - Fehr & Peers Line Item Account
61104 04/26/2023
Inv 164000

Line Item Date	Line Item Description	Line Item Account	
04/14/2023	Professional services from 2/25/23 to 3/31/23	310-17-507-595-30-41-000	7,257.50
Inv 164000 Total			7,257.50

61104 Total: 7,257.50

ma - Fehr & Peers Total: 7,257.50

gallsfd - Galls, LLC FD Line Item Account
61105 04/26/2023
Inv 23855954

Line Item Date	Line Item Description	Line Item Account	
03/30/2023	Uniforms	001-09-014-522-20-31-050	142.75
Inv 23855954 Total			142.75

61105 Total: 142.75

gallsfd - Galls, LLC FD Total: 142.75

hdf - HD Fowler Co. Line Item Account
61106 04/26/2023
Inv I6354113

Line Item Date	Line Item Description	Line Item Account	
04/04/2023	Replacing stolen brass fittings	401-18-037-534-81-31-300	6,107.31
Inv I6354113 Total			6,107.31

Inv I6354267

Line Item Date	Line Item Description	Line Item Account	
04/04/2023	Replacing stolen brass fittings	401-18-037-534-81-31-300	43,000.81

Inv I6354267 Total 43,000.81

61106 Total: 49,108.12

hdf - HD Fowler Co. Total: 49,108.12

henderk - Henderson, Kyla Line Item Account
61107 04/26/2023

Inv REIMB K. HENDER

Line Item Date	Line Item Description	Line Item Account	
04/25/2023	Lodginf and mileage for WPTA Conference 2023	001-06-007-514-23-43-000	524.52

Inv REIMB K. HENDER Total 524.52

61107 Total: 524.52

henderk - Henderson, Kyla Total: 524.52

UB*03048 - Hughes, Michael & Megan Line Item Account
61108 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	741.97

Inv Total 741.97

61108 Total: 741.97

UB*03048 - Hughes, Michael & Megan Total: 741.97

imc - Issaquah Municipal Court Line Item Account 001-13-117-512-50-41-115
61109 04/26/2023

Inv SQL MARCH 2023

Line Item Date	Line Item Description	Line Item Account	
04/03/2023	Snoqualmie filing fees - March	001-13-117-512-50-41-115	4,048.72

Inv SQL MARCH 2023 Total 4,048.72

61109 Total: 4,048.72

imc - Issaquah Municipal Court Total: 4,048.72

jenkinsp - Jenkins Pipeline Services LLC Line Item Account

61110 04/26/2023

Inv 28149

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Vactor catch basin cleaning 4/17/23	403-22-050-531-45-48-000	4,407.50
Inv 28149 Total			4,407.50
61110 Total:			4,407.50
jenkinsp - Jenkins Pipeline Services LLC Total:			4,407.50

N. Karim - Karim, Nadeem Line Item Account

61111 04/26/2023

Inv 496045

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	Park rental refund	001-12-000-347-30-00-010	160.00
Inv 496045 Total			160.00
61111 Total:			160.00
N. Karim - Karim, Nadeem Total:			160.00

UB*03041 - Keohane, James Line Item Account

61112 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	220.83
Inv Total			220.83
61112 Total:			220.83
UB*03041 - Keohane, James Total:			220.83

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

61113 04/26/2023

Inv 300709422

Line Item Date	Line Item Description	Line Item Account	
04/17/2023	Riverview Park Playground replacment	310-00-000-223-40-00-000	-10,171.01
04/17/2023	Riverview Park Playground replacment	310-12-600-594-76-63-000	221,524.70
Inv 300709422 Total			211,353.69
61113 Total:			211,353.69

kcda - KING COUNTY DIRECTORS ASSN PURCHASING COOP Total: 211,353.69

kcf201 - KING COUNTY FINANCE Line Item Account

61114 04/26/2023

Inv 11013493

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	It: iNet Service	502-11-020-518-88-42-200	1,023.00

Inv 11013493 Total 1,023.00

61114 Total: 1,023.00

kcf201 - KING COUNTY FINANCE Total: 1,023.00

kc #27 - KING COUNTY FIRE DIST 27 Line Item Account

61115 04/26/2023

Inv S23-MISC

Line Item Date	Line Item Description	Line Item Account	
04/12/2023	E152 maintenance	001-09-014-522-50-48-000	441.68

Inv S23-MISC Total 441.68

61115 Total: 441.68

kc #27 - KING COUNTY FIRE DIST 27 Total: 441.68

kc radio - KING COUNTY RADIO COMM SVCS Line Item Account 001-08-009-521-50-48-000

61116 04/26/2023

Inv 19536

Line Item Date	Line Item Description	Line Item Account	
03/30/2023	800 MHz Radio System Access - Mar	001-09-014-522-10-42-900	1,037.54

Inv 19536 Total 1,037.54

61116 Total: 1,037.54

kc radio - KING COUNTY RADIO COMM SVCS Total: 1,037.54

kinsd - Kinsman, Debbie Line Item Account

61117 04/26/2023

Inv REIMB D. KINSMA

Line Item Date	Line Item Description	Line Item Account	
04/17/2023	Mileage to and from WPTA Conference	001-06-007-514-23-43-000	184.06

Inv REIMB D. KINSMA Total 184.06

61117 Total:			184.06
kinsd - Kinsman, Debbie Total:			184.06

kone - KONE Inc. Line Item Account

61118 04/26/2023

Inv 871006756

Line Item Date	Line Item Description	Line Item Account	
04/01/2023	City Hall elevatior maintenance, repair and inspection	510-24-053-518-20-48-000	1,636.57
Inv 871006756 Total			1,636.57
61118 Total:			1,636.57
kone - KONE Inc. Total:			1,636.57

kurita - Kurita America Inc. Line Item Account

61119 04/26/2023

Inv INV748486

Line Item Date	Line Item Description	Line Item Account	
04/15/2023	HVAC radiant floor chmical maintenance & testing	510-24-053-518-20-48-000	587.58
Inv INV748486 Total			587.58

Inv INV748487

Line Item Date	Line Item Description	Line Item Account	
04/15/2023	HVAC radiant floor chemical maintenance & testing	510-24-053-518-20-48-000	587.58
Inv INV748487 Total			587.58
61119 Total:			1,175.16
kurita - Kurita America Inc. Total:			1,175.16

lls - Language Line Services Line Item Account 001-08-009-521-22-41-000

61120 04/26/2023

Inv 10976682

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Spanish Interpreter for NB case 3/28/23	014-08-012-521-22-41-000	34.68
Inv 10976682 Total			34.68
61120 Total:			34.68
lls - Language Line Services Total:			34.68

lst - Les Schwab Tires, Inc. Line Item Account 501-23-051-548-68-31-400

61121 04/26/2023

Inv 36300638498

Line Item Date	Line Item Description	Line Item Account	
04/12/2023	Replacment tires	501-23-051-548-68-31-400	1,367.21

Inv 36300638498 Total 1,367.21

Inv 36300639211

Line Item Date	Line Item Description	Line Item Account	
04/17/2023	Front end alignment	501-23-051-548-68-48-000	119.89

Inv 36300639211 Total 119.89

61121 Total: 1,487.10

lst - Les Schwab Tires, Inc. Total: 1,487.10

level3 - Level 3 Communications, LLC Line Item Account

61122 04/26/2023

Inv 636157480

Line Item Date	Line Item Description	Line Item Account	
04/01/2023	Telephone service	502-11-020-518-88-42-000	2,270.56

Inv 636157480 Total 2,270.56

61122 Total: 2,270.56

level3 - Level 3 Communications, LLC Total: 2,270.56

lewislaw - Lewis & Laws, PLLC Line Item Account

61123 04/26/2023

Inv 1788

Line Item Date	Line Item Description	Line Item Account	
04/04/2023	Snoqualmie conflict case - Burrell	001-13-117-515-91-41-111	400.00

Inv 1788 Total 400.00

61123 Total: 400.00

lewislaw - Lewis & Laws, PLLC Total: 400.00

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

61124 04/26/2023

Inv INV689723

Line Item Date	Line Item Description	Line Item Account	
04/05/2023	Appliance	001-09-014-522-20-31-910	234.20

Inv INV689723 Total			234.20
Inv INV692206			
Line Item Date	Line Item Description	Line Item Account	
04/05/2023	Fire boots	001-09-014-522-20-31-050	668.72
Inv INV692206 Total			668.72
Inv INV692360			
Line Item Date	Line Item Description	Line Item Account	
04/05/2023	Gas monitor cal gas	001-09-014-522-10-41-000	481.73
Inv INV692360 Total			481.73
61124 Total:			1,384.65
lncs - LN Curtis & Sons Total:			1,384.65

UB*03039 - Long, John & Cynthia Line Item Account
61125 04/26/2023
Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	800.00
Inv Total			800.00
61125 Total:			800.00
UB*03039 - Long, John & Cynthia Total:			800.00

loudedge - LoudEdge, Inc. Line Item Account 001-07-008-557-20-41-000
61126 04/26/2023
Inv COS-040122-B

Line Item Date	Line Item Description	Line Item Account	
04/01/2023	Design of quarterly newsletter Spring 2023	001-07-008-557-20-41-060	395.00
04/01/2023	Design of HR/recruiting banners	001-06-075-518-10-49-300	450.00
Inv COS-040122-B Total			845.00
61126 Total:			845.00
loudedge - LoudEdge, Inc. Total:			845.00

lba - Lowe's Business Account Line Item Account
61127 04/26/2023
Inv 95802541

Line Item Date	Line Item Description	Line Item Account

04/06/2023	Carpentry supplies	403-22-050-531-30-31-300	879.31
Inv 95802541 Total			879.31
61127 Total:			879.31
lba - Lowe's Business Account Total:			879.31

K. Marle - Marley, Kelly Line Item Account

61128 04/26/2023

Inv P-patch 4/11/23

Line Item Date	Line Item Description	Line Item Account	
04/11/2023	Refund Overpaid P-patch fees	001-12-000-347-30-00-050	20.00
Inv P-patch 4/11/23 Total			20.00
61128 Total:			20.00
K. Marle - Marley, Kelly Total:			20.00

mp - Minuteman Press Line Item Account

61129 04/26/2023

Inv 90454

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	March Newsletter inset (Q2)	001-07-008-557-20-49-300	1,857.11
04/10/2023	Lithium-Ion battery information sheet	001-10-017-525-60-49-300	1,132.23
Inv 90454 Total			2,989.34

Inv 90455

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	March 2023 utility Billing printing/folding, envelopes	402-20-040-535-80-49-300	316.83
04/10/2023	March 2023 utility Billing printing/folding, envelopes	401-18-037-534-81-49-300	316.83
04/10/2023	March 2023 utility Billing printing/folding, envelopes	403-22-050-531-30-49-300	316.82
Inv 90455 Total			950.48

Inv 90456

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	March 2023 utility Billing printing/folding, envelopes	401-18-037-534-81-31-000	238.86
04/10/2023	March 2023 utility Billing printing/folding, envelopes	402-20-040-535-80-31-000	238.86
04/10/2023	March 2023 utility Billing printing/folding, envelopes	403-22-050-531-30-31-000	238.86
Inv 90456 Total			716.58

Inv 90477

Line Item Date	Line Item Description	Line Item Account	
04/13/2023	Business cards - Mayhew, Johnson and Washingotn	001-02-002-511-60-49-300	140.48
Inv 90477 Total			140.48

61129 Total:			4,796.88
mp - Minuteman Press Total:			4,796.88

lolm - Moberly, Lynn Line Item Account 001-13-117-515-41-41-110

61130 04/26/2023

Inv JAN-23

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	Prosecutor Services - JAN-23	001-13-117-515-41-41-110	6,000.00
Inv JAN-23 Total			6,000.00

Inv MAR-23

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	Prosecutor Services - MAR-23	001-13-117-515-41-41-110	6,000.00
Inv MAR-23 Total			6,000.00
61130 Total:			12,000.00
lolm - Moberly, Lynn Total:			12,000.00

ntnet - Nat'l Testing Network Line Item Account

61131 04/26/2023

Inv 12381

Line Item Date	Line Item Description	Line Item Account	
04/05/2023	Firefighter hiring services annual subscription	001-09-014-522-10-49-200	500.00
Inv 12381 Total			500.00
61131 Total:			500.00
ntnet - Nat'l Testing Network Total:			500.00

navia ap - Navia Benefit Solutions Line Item Account

61132 04/26/2023

Inv 10563491

Line Item Date	Line Item Description	Line Item Account	
01/30/2023	FSA Admin fees-January	001-13-000-518-10-41-000	50.00
Inv 10563491 Total			50.00

Inv 10563492

Line Item Date	Line Item Description	Line Item Account	
04/13/2023	HRA Monthly Admin Fees - Jan 2023	014-08-012-521-10-22-300	4.96
04/13/2023	HRA Monthly Admin Fees - Jan 2023	501-23-051-548-68-22-300	6.00

04/13/2023	HRA Monthly Admin Fees - Jan 2023	401-19-039-539-35-22-300	6.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	417-13-200-594-35-22-300	4.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	401-18-037-534-81-22-300	10.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	402-20-040-535-80-22-300	20.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-05-005-514-20-22-300	4.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	401-18-019-534-10-22-300	1.40
04/13/2023	HRA Monthly Admin Fees - Jan 2023	510-24-019-518-20-22-300	0.10
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-07-008-557-20-22-300	8.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-15-034-558-50-22-300	8.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-06-007-514-23-22-300	30.40
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-04-004-515-31-22-300	12.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-06-075-518-10-22-300	5.60
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-08-009-521-21-22-300	4.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-10-017-525-60-22-300	2.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	502-11-020-518-88-22-300	24.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	014-08-012-521-22-22-300	40.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	401-19-019-539-15-22-300	0.60
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-09-014-522-10-22-300	0.40
04/13/2023	HRA Monthly Admin Fees - Jan 2023	403-22-050-531-30-22-300	4.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-01-001-513-10-22-300	8.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-12-019-576-80-22-300	0.80
04/13/2023	HRA Monthly Admin Fees - Jan 2023	403-22-019-531-10-22-300	1.20
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-16-035-542-30-22-300	4.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-14-031-558-60-22-300	9.20
04/13/2023	HRA Monthly Admin Fees - Jan 2023	417-13-200-594-34-22-300	4.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-28-056-571-20-22-300	2.80
04/13/2023	HRA Monthly Admin Fees - Jan 2023	310-13-200-594-18-22-300	1.92
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-12-028-576-80-22-300	18.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	510-24-053-518-20-22-300	6.10
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-16-019-542-90-22-300	2.80
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-08-009-521-10-22-300	15.04
04/13/2023	HRA Monthly Admin Fees - Jan 2023	501-23-019-548-61-22-300	0.40
04/13/2023	HRA Monthly Admin Fees - Jan 2023	310-13-200-595-90-22-300	2.52
04/13/2023	HRA Monthly Admin Fees - Jan 2023	403-22-030-531-90-22-300	8.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	417-13-200-594-31-22-300	2.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-09-014-522-10-22-300	2.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	402-20-019-535-10-22-300	1.60
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-08-009-521-22-22-300	39.60
04/13/2023	HRA Monthly Admin Fees - Jan 2023	001-08-009-521-31-22-300	4.00
04/13/2023	HRA Monthly Admin Fees - Jan 2023	310-13-200-594-76-22-300	2.56
Inv 10563492 Total			332.00

Inv 10687917

Line Item Date	Line Item Description	Line Item Account	
04/14/2023	FSA Admin Fees - Mar 2023	001-13-000-518-10-41-000	100.00
Inv 10687917 Total			100.00

Inv 10687918

Line Item Date	Line Item Description	Line Item Account	
04/14/2023	HRA Monthly Admin Fees - Mar 2023	510-24-019-518-20-22-300	0.10
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-01-001-513-10-22-300	8.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-06-007-514-23-22-300	32.80
04/14/2023	HRA Monthly Admin Fees - Mar 2023	502-11-020-518-88-22-300	24.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	310-13-200-595-90-22-300	2.92

04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-15-034-558-50-22-300	10.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-12-028-576-80-22-300	20.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-14-031-558-60-22-300	15.20
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-08-009-521-22-22-300	39.60
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-04-004-515-31-22-300	12.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-07-008-557-20-22-300	8.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-08-009-521-21-22-300	4.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-16-035-542-30-22-300	6.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	417-13-200-594-35-22-300	5.20
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-12-019-576-80-22-300	0.80
04/14/2023	HRA Monthly Admin Fees - Mar 2023	401-19-039-539-35-22-300	6.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-28-056-571-20-22-300	2.80
04/14/2023	HRA Monthly Admin Fees - Mar 2023	501-23-051-548-68-22-300	6.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-16-019-542-90-22-300	2.80
04/14/2023	HRA Monthly Admin Fees - Mar 2023	403-22-050-531-30-22-300	4.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-09-014-522-10-22-300	2.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-08-009-521-31-22-300	4.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	310-13-200-594-76-22-300	2.96
04/14/2023	HRA Monthly Admin Fees - Mar 2023	417-13-200-594-31-22-300	2.60
04/14/2023	HRA Monthly Admin Fees - Mar 2023	401-18-037-534-81-22-300	10.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	501-23-019-548-61-22-300	0.40
04/14/2023	HRA Monthly Admin Fees - Mar 2023	402-20-040-535-80-22-300	20.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	417-13-200-594-34-22-300	5.20
04/14/2023	HRA Monthly Admin Fees - Mar 2023	403-22-030-531-90-22-300	8.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	510-24-053-518-20-22-300	6.10
04/14/2023	HRA Monthly Admin Fees - Mar 2023	014-08-012-521-22-22-300	44.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-05-005-514-20-22-300	4.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	403-22-019-531-10-22-300	1.20
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-06-075-518-10-22-300	7.20
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-09-014-522-20-22-300	0.40
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-10-017-525-60-22-300	2.00
04/14/2023	HRA Monthly Admin Fees - Mar 2023	401-18-019-534-10-22-300	1.40
04/14/2023	HRA Monthly Admin Fees - Mar 2023	402-20-019-535-10-22-300	1.60
04/14/2023	HRA Monthly Admin Fees - Mar 2023	001-08-009-521-10-22-300	15.04
04/14/2023	HRA Monthly Admin Fees - Mar 2023	401-19-019-539-15-22-300	0.60
04/14/2023	HRA Monthly Admin Fees - Mar 2023	310-13-200-594-18-22-300	2.12
04/14/2023	HRA Monthly Admin Fees - Mar 2023	014-08-012-521-10-22-300	4.96
Inv 10687918 Total			356.00
61132 Total:			838.00
navia ap - Navia Benefit Solutions Total:			838.00

UB*03044 - Neil, Michael Line Item Account

61133 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	287.37
Inv Total			287.37
61133 Total:			287.37

UB*03044 - Neil, Michael Total: 287.37

net tran - Net Transcripts, Inc. Line Item Account
61134 04/26/2023
Inv NT15130

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Interview transcription 19N-0833	014-08-012-521-22-41-000	84.32

Inv NT15130 Total 84.32

61134 Total: 84.32

net tran - Net Transcripts, Inc. Total: 84.32

nb autog - North Bend Auto Parts, Inc. (Gen.) Line Item Account
61135 04/26/2023
Inv NB NAPA 4-6-23

Line Item Date	Line Item Description	Line Item Account	
04/06/2023	Exhaust fluid, car wash	001-09-014-522-20-31-910	80.77

Inv NB NAPA 4-6-23 Total 80.77

61135 Total: 80.77

nb autog - North Bend Auto Parts, Inc. (Gen.) Total: 80.77

nb chevy - North Bend Chevrolet Line Item Account
61136 04/26/2023
Inv CVCS36099

Line Item Date	Line Item Description	Line Item Account	
04/07/2023	Vehicle parts and service	501-23-051-548-68-48-000	765.25

Inv CVCS36099 Total 765.25

61136 Total: 765.25

nb chevy - North Bend Chevrolet Total: 765.25

concen - Occupational Health Centers of WA, P.S. Line Item Account 001-09-014-522-10-41-000
61137 04/26/2023
Inv 78648627

Line Item Date	Line Item Description	Line Item Account	
03/17/2023	VFF examination	001-09-016-522-20-41-000	1,328.00

Inv 78648627 Total 1,328.00

Inv 78750615

Line Item Date	Line Item Description	Line Item Account	
03/24/2023	VFF examination	001-09-016-522-20-41-000	1,328.00

Inv 78750615 Total 1,328.00

Inv 78823399

Line Item Date	Line Item Description	Line Item Account	
04/04/2023	VOL EMS medical eval	001-09-016-522-20-41-000	1,202.00

Inv 78823399 Total 1,202.00

Inv 78896722

Line Item Date	Line Item Description	Line Item Account	
04/12/2023	VFF examination	001-09-016-522-20-41-000	1,125.00

Inv 78896722 Total 1,125.00

61137 Total: 4,983.00

concen - Occupational Health Centers of WA, P.S. Total: 4,983.00

ogdenmw - Ogden Murphy Wallace Attorneys Line Item Account

61138 04/26/2023

Inv 873525

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	C.A. Carey Appeal	001-04-004-515-41-41-102	47.50

Inv 873525 Total 47.50

61138 Total: 47.50

ogdenmw - Ogden Murphy Wallace Attorneys Total: 47.50

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

61139 04/26/2023

Inv 000032300172

Line Item Date	Line Item Description	Line Item Account	
03/09/2023	SRII - Parcel 20	001-14-032-558-60-41-080	823.50

Inv 000032300172 Total 823.50

61139 Total: 823.50

otak - Otak, Inc. Total: 823.50

pacifica - Pacifica Law Group LLP Line Item Account

61140 04/26/2023

Inv 82604

Line Item Date	Line Item Description	Line Item Account	
04/11/2023	Leagl advice	310-13-702-594-18-41-000	4,231.50
Inv 82604 Total			4,231.50
61140 Total:			4,231.50
pacifica - Pacifica Law Group LLP Total:			4,231.50

PBBIPP - PITNEY BOWES BANK INC PURCHASE POWER Line Item Account

61141 04/26/2023

Inv 5121 4-18-23

Line Item Date	Line Item Description	Line Item Account	
04/18/2023	Purchase power credit line	001-13-000-518-90-42-300	17.52
Inv 5121 4-18-23 Total			17.52
61141 Total:			17.52
PBBIPP - PITNEY BOWES BANK INC PURCHASE POWER Total:			17.52

UB*03043 - Porter, Jason Line Item Account

61142 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	225.85
Inv Total			225.85
61142 Total:			225.85
UB*03043 - Porter, Jason Total:			225.85

pre-empl - Pre-Employ.com Line Item Account

61143 04/26/2023

Inv 363147

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Background check	001-09-014-522-10-41-000	104.30
Inv 363147 Total			104.30
61143 Total:			104.30
pre-empl - Pre-Employ.com Total:			104.30

pro-tow - Pro-Tow Line Item Account

61144 04/26/2023

Inv 39445

Line Item Date	Line Item Description	Line Item Account	
03/30/2023	Evidence tow -23S-1278	001-08-009-521-22-41-000	484.51
Inv 39445 Total			484.51

Inv 39659

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	Patrol vehicle broke down - tow to Fleet Dep - R. Velasquez	001-08-009-521-22-41-000	276.86
Inv 39659 Total			276.86
61144 Total:			761.37
pro-tow - Pro-Tow Total:			761.37

pse - Puget Sound Energy Line Item Account 001-08-009-521-50-47-100

61145 04/26/2023

Inv 001499

Line Item Date	Line Item Description	Line Item Account	
04/03/2023	Electricity - Street lighting	001-16-035-542-63-47-100	6,323.48
04/03/2023	Electricity - Street lighting	001-16-035-542-63-47-100	560.96
Inv 001499 Total			6,884.44

Inv 002042

Line Item Date	Line Item Description	Line Item Account	
04/07/2023	Electricity	401-19-039-539-35-47-100	984.37
04/07/2023	Electricity	001-12-028-576-80-47-100	406.86
Inv 002042 Total			1,391.23

Inv 005615

Line Item Date	Line Item Description	Line Item Account	
04/07/2023	Electricity	510-24-053-518-20-47-100	418.19
04/07/2023	Electricity	510-24-053-518-20-47-100	175.96
Inv 005615 Total			594.15

Inv 007124

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	Electricity	402-20-045-535-65-47-100	65.26
Inv 007124 Total			65.26

Inv 007355

Line Item Date	Line Item Description	Line Item Account

04/10/2023	Electricity	001-12-028-576-80-47-100	3,008.16
Inv 007355 Total			3,008.16

Inv 010474

Line Item Date	Line Item Description	Line Item Account	
04/07/2023	Electricity	510-24-053-518-20-47-100	452.66
04/07/2023	Electricity & natural gas	402-20-040-535-80-47-100	2,618.40
Inv 010474 Total			3,071.06

Inv 10656

Line Item Date	Line Item Description	Line Item Account	
04/07/2023	Electricity & Natural gas	402-20-040-535-80-47-100	127.65
04/07/2023	Electricity	402-20-045-535-65-47-100	29,305.95
Inv 10656 Total			29,433.60

61145 Total: 44,447.90

pse - Puget Sound Energy Total: 44,447.90

rebeccad - Rebecca Dean PLLC Line Item Account

61146 04/26/2023

Inv 1370

Line Item Date	Line Item Description	Line Item Account	
04/01/2023	Personnel matter	001-06-075-518-10-41-420	703.00
Inv 1370 Total			703.00

61146 Total: 703.00

rebeccad - Rebecca Dean PLLC Total: 703.00

roberth - Robert Half Line Item Account

61147 04/26/2023

Inv 61835979

Line Item Date	Line Item Description	Line Item Account	
04/11/2023	IT: Contract employee	502-11-023-594-18-41-190	3,600.00
Inv 61835979 Total			3,600.00

Inv 61868223

Line Item Date	Line Item Description	Line Item Account	
04/18/2023	Contractor - Gen Finance week ending 4/18/23	001-06-007-514-23-41-190	1,520.50
Inv 61868223 Total			1,520.50

Inv Tempo

Line Item Date	Line Item Description	Line Item Account	
04/18/2023	Contractor - ERP Project week ending 4/18/23	502-11-020-518-88-41-190	379.50

Inv Tempo Total 379.50

61147 Total: 5,500.00

roberth - Robert Half Total: 5,500.00

steri fd - Stericycle, Inc. (FD) Line Item Account 001-09-014-522-10-41-000

61148 04/26/2023

Inv 3000621944

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Sharp & infectous disease disposal	001-09-014-522-10-41-000	10.36

Inv 3000621944 Total 10.36

61148 Total: 10.36

steri fd - Stericycle, Inc. (FD) Total: 10.36

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

61149 04/26/2023

Inv 3006421851

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Sharps container disposal	001-08-009-521-22-41-000	10.36

Inv 3006421851 Total 10.36

61149 Total: 10.36

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

westpay - Thomson Reuters - West Pymt. Center Line Item Account

61150 04/26/2023

Inv 848097954

Line Item Date	Line Item Description	Line Item Account	
04/04/2023	Account1004027707 Officer data base monthly fee -MAR	001-08-009-521-10-49-200	205.82

Inv 848097954 Total 205.82

61150 Total: 205.82

westpay - Thomson Reuters - West Pymt. Center Total: 205.82

TRUTOW - TRUSTED TOWING Line Item Account

61151 04/26/2023

Inv 1327

Line Item Date	Line Item Description	Line Item Account	
02/07/2023	Stolen Vehicle recovery tow -23S-0559	001-08-009-521-22-41-000	245.25
Inv 1327 Total			245.25
61151 Total:			245.25
TRUTOW - TRUSTED TOWING Total:			245.25

uline - Uline Line Item Account

61152 04/26/2023

Inv 161770922

Line Item Date	Line Item Description	Line Item Account	
03/29/2023	Boxes & tape for evidence	001-08-009-521-50-35-901	237.01
Inv 161770922 Total			237.01
61152 Total:			237.01
uline - Uline Total:			237.01

uulc - Utilities Underground Location Center Line Item Account

61153 04/26/2023

Inv 3030231

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Locating service	401-18-037-534-81-41-000	47.57
Inv 3030231 Total			47.57
61153 Total:			47.57
uulc - Utilities Underground Location Center Total:			47.57

vermeer - Vermeer Northwest Line Item Account 501-23-051-548-68-31-301

61154 04/26/2023

Inv W13111

Line Item Date	Line Item Description	Line Item Account	
04/06/2023	Brush chipper purchase, parts and service	501-23-051-548-68-48-000	2,031.96
Inv W13111 Total			2,031.96
61154 Total:			2,031.96

vermeer - Vermeer Northwest Total: 2,031.96

vwr - VWR International LLC Line Item Account
61155 04/26/2023
Inv 8812421288

Line Item Date	Line Item Description	Line Item Account	
03/21/2023	Sensor for gas meter	402-20-040-535-80-31-300	427.73

Inv 8812421288 Total 427.73

61155 Total: 427.73

vwr - VWR International LLC Total: 427.73

wsp bf - WA ST Patrol - B & F Servs Line Item Account
61156 04/26/2023
Inv 123005248

Line Item Date	Line Item Description	Line Item Account	
04/04/2023	Fingerprint fees	633-13-000-589-30-20-000	430.75

Inv 123005248 Total 430.75

61156 Total: 430.75

wsp bf - WA ST Patrol - B & F Servs Total: 430.75

wastemgm - Waste Management - AS Payment Agent Line Item Account 402-20-040-535-50-48-000
61157 04/26/2023
Inv 0267912-2677-7

Line Item Date	Line Item Description	Line Item Account	
04/01/2023	Temporary roll off dumpster for P/PW cleanup project	510-24-053-518-20-48-000	297.32
04/01/2023	Temporary roll off dumpster for P/PW cleanup project	001-16-035-542-30-48-000	300.00
04/01/2023	Temporary roll off dumpster for P/PW cleanup project	001-12-028-576-80-48-000	300.00
04/01/2023	Temporary roll off dumpster for P/PW cleanup project	403-22-050-531-30-48-150	300.00
04/01/2023	Temporary roll off dumpster for P/PW cleanup project	403-22-030-531-90-48-000	297.32
04/01/2023	Temporary roll off dumpster for P/PW cleanup project	401-18-037-534-81-48-000	300.00

Inv 0267912-2677-7 Total 1,794.64

61157 Total: 1,794.64

wastemgm - Waste Management - AS Payment Agent Total: 1,794.64

wlace - Westlake Ace Hardware Line Item Account
61158 04/26/2023
Inv C39033-153

Line Item Date	Line Item Description	Line Item Account

04/04/2023	Phone for staff in solids building	402-20-040-535-55-31-300	50.12
Inv C39033-153 Total			50.12

Inv C40481-153

Line Item Date	Line Item Description	Line Item Account	
04/07/2023	Pocket portfolios	001-16-035-542-30-31-300	1.70
04/07/2023	Long measure tape & concrete mix	001-12-028-576-80-31-300	49.26
Inv C40481-153 Total			50.96

Inv C42414-153

Line Item Date	Line Item Description	Line Item Account	
04/11/2023	Facility parts & supplies	510-24-053-518-20-31-300	87.12
Inv C42414-153 Total			87.12
61158 Total:			188.20
wlace - Westlake Ace Hardware Total:			188.20

weco - Whitney Equip. Co., Inc. Line Item Account
61159 04/26/2023

Inv PS-INV104344

Line Item Date	Line Item Description	Line Item Account	
03/30/2023	Brine pumps	401-18-037-534-82-31-300	3,745.23
Inv PS-INV104344 Total			3,745.23
61159 Total:			3,745.23
weco - Whitney Equip. Co., Inc. Total:			3,745.23

xylem - Xylem Dewatering Solutions, Inc. Line Item Account
61160 04/26/2023

Inv 401240425

Line Item Date	Line Item Description	Line Item Account	
03/27/2023	Rent piping fo PS L back up pump	402-20-040-535-80-45-200	3,209.83
Inv 401240425 Total			3,209.83
61160 Total:			3,209.83
xylem - Xylem Dewatering Solutions, Inc. Total:			3,209.83

UB*03040 - Yoker, Joel Line Item Account
61161 04/26/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Refund Check	401-00-000-213-10-00-000	171.27
Inv Total			171.27
61161 Total:			171.27
UB*03040 - Yoker, Joel Total:			171.27
Total:			613,264.30

Accounts Payable

Blanket Voucher Approval Document

20

User: ITreptow
Printed: 04/27/2023 - 1:37PM
Warrant Request Date: 4/27/2023
DAC Fund:

Batch: 00005.04.2023 - KC Tax 2023

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 8,451.04,
for claims warrants numbered 61173 through 61174 & dated 4/27/2023.

Line	Claimant	Voucher No.	Amount
1	KING COUNTY TREASURY	000061174	86.96
2	KING COUNTY TREASURY	000061173	8,454.08
		Page Total:	$8,541.04
		Grand Total:	$8,541.04

Accounts Payable

Check Detail

User: ITreptow
Printed: 04/27/2023 - 1:41PM

Check Number	Check Date	Amount
kc tr600 - KING COUNTY TREASURY Line Item Account		
61173	04/27/2023	
Inv KC Tax 2023		
Line Item Date / Line Item Description / Line Item Account		
04/26/2023 KC Property tax 2023 401-13-000-534-81-44-400		2,818.03
04/26/2023 KC Property tax 2023 402-13-000-535-80-44-400		2,818.02
04/26/2023 KC Property tax 2023 001-12-028-576-80-44-400		2,818.03
Inv KC Tax 2023 Total		8,454.08
61173 Total:		8,454.08
61174	04/27/2023	
Inv KC Tax 2023 2		
Line Item Date / Line Item Description / Line Item Account		
04/26/2023 KC Property tax 2023 401-13-000-534-81-44-400		28.99
04/26/2023 KC Property tax 2023 402-13-000-535-80-44-400		28.98
04/26/2023 KC Property tax 2023 001-12-028-576-80-44-400		28.99
Inv KC Tax 2023 2 Total		86.96
61174 Total:		86.96
kc tr600 - KING COUNTY TREASURY Total:		8,541.04
Total:		8,541.04

Accounts Payable

Blanket Voucher Approval Document

User: ITreptow
Printed: 05/03/2023 - 2:51PM
Warrant Request Date: 5/3/2023
DAC Fund:

21

Batch: 00001.05.2023 - 5-3-23 Check Run

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 94,026.98,
for claims warrants numbered 61188 through 61208 & dated _____.

Line	Claimant	Voucher No.	Amount
1	AM TEST INC	000061188	920.00
2	APSCO LLC	000061189	6,806.25
3	ASPECT CONSULTING LLC	000061191	13,155.25
4	BAINBRIDGE ASSOCIATES LLC	000061192	1,413.10
5	BUILDERS EXCHANGE OF WA INC	000061193	9.15
6	CINTAS	000061194	140.48
7	Corporate Payment Systems	000061195	546.29
8	King County Finance	000061197	2,078.42
9	KPG PSOMAS, INC	000061198	19,146.00
10	PERTEET ENGINEERING INC	000061203	3,017.50
11	RH2 Engineering, Inc.	000061205	38,703.66
12	ASHBAUGH BEAL	000061190	2,581.75
13	Rainey,Lucia	000061204	778.87
14	Hill,Martin & Cindy	000061196	155.47
15	Krismark Properties	000061199	17.66
16	Mittal,Karun	000061202	153.56
17	Krismark Properties	000061200	10.93
18	Krismark Properties	000061201	1.27
19	US Postmaster	000061206	1,630.31
20	Wilbur-Ellis Company	000061208	2,743.63
21	Westlake Ace Hardware	000061207	17.43
		Page Total:	$94,026.98
		Grand Total:	$94,026.98

Accounts Payable

Check Detail

User: ITreptow
Printed: 05/04/2023 - 1:03PM

Check Number	Check Date	Amount
am test - AM TEST INC Line Item Account 402-20-040-535-85-41-000		
61188	05/03/2023	
Inv 132287		
Line Item Date: 02/28/2023	Line Item Description: 3rd party lab	Line Item Account: 402-20-040-535-85-41-000 — 280.00
Inv 132287 Total		280.00
Inv 132884		
Line Item Date: 03/31/2023	Line Item Description: 3rd party lab	Line Item Account: 402-20-040-535-85-41-000 — 640.00
Inv 132884 Total		640.00
61188 Total:		920.00
am test - AM TEST INC Total:		920.00
apsco - APSCO LLC Line Item Account		
61189	05/03/2023	
Inv 23473		
Line Item Date: 04/07/2023	Line Item Description: Rent of back up pump for LS L	Line Item Account: 402-20-040-535-80-45-200 — 6,806.25
Inv 23473 Total		6,806.25
61189 Total:		6,806.25
apsco - APSCO LLC Total:		6,806.25
aspect - ASPECT CONSULTING LLC Line Item Account		
61191	05/03/2023	
Inv 50974		
Line Item Date: 04/14/2023	Line Item Description: professional services ending 3/31/2023	Line Item Account: 417-13-423-594-34-41-070 — 13,155.25
Inv 50974 Total		13,155.25
61191 Total:		13,155.25

aspect - ASPECT CONSULTING LLC Total:			13,155.25
baina - BAINBRIDGE ASSOCIATES LLC Line Item Account			
61192	05/03/2023		
Inv	1014		
Line Item Date	Line Item Description	Line Item Account	
04/18/2023	Calibration & validation of sensors	402-20-040-535-80-48-000	1,413.10
Inv 1014 Total			1,413.10
61192 Total:			1,413.10
baina - BAINBRIDGE ASSOCIATES LLC Total:			1,413.10
beowi - BUILDERS EXCHANGE OF WA INC Line Item Account			
61193	05/03/2023		
Inv	1074314		
Line Item Date	Line Item Description	Line Item Account	
04/06/2023	Publish Addendum #2	310-13-702-594-18-41-000	9.15
Inv 1074314 Total			9.15
61193 Total:			9.15
beowi - BUILDERS EXCHANGE OF WA INC Total:			9.15
cintas - CINTAS Line Item Account 511-25-054-518-50-31-000			
61194	05/03/2023		
Inv	9218166941		
Line Item Date	Line Item Description	Line Item Account	
04/01/2023	AED rental	402-20-040-535-80-45-200	140.48
Inv 9218166941 Total			140.48
61194 Total:			140.48
cintas - CINTAS Total:			140.48
corppay - Corporate Payment Systems Line Item Account			
61195	05/03/2023		
Inv	4-23-23 DD		
Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Council chambers name plates	001-02-002-511-60-31-000	45.50
04/23/2023	Council chambers name plates	001-02-002-511-60-31-000	252.00
04/23/2023	WMCA - Clerk dues	001-05-005-514-20-49-200	100.00
04/23/2023	Chamber luncheon - CM Christensen	001-02-002-511-60-43-000	30.00

04/23/2023	Name badges - CM Washington and City Clerk	001-02-002-511-60-31-000	30.44
04/23/2023	CM Washingotn swearing in	001-02-002-511-60-49-100	35.62
04/23/2023	Index dividers	001-02-002-511-60-31-000	20.22
04/23/2023	Jurassic Parliament legislative guides	001-02-002-511-60-31-000	32.51
Inv 4-23-23 DD Total			546.29
61195 Total:			546.29
corppay - Corporate Payment Systems Total:			546.29

kcf 710 - King County Finance Line Item Account

61197 05/03/2023

Inv 125019-125020

Line Item Date	Line Item Description	Line Item Account	
04/14/2023	KC road services signal maintenanceon Sno Pkwy Feb-2023	001-16-035-542-64-48-000	2,078.42
Inv 125019-125020 Total			2,078.42
61197 Total:			2,078.42
kcf 710 - King County Finance Total:			2,078.42

KPGPSOMA - KPG PSOMAS, INC Line Item Account

61198 05/03/2023

Inv 195327

Line Item Date	Line Item Description	Line Item Account	
04/20/2023	Professional services from 3/3/2023 to 3/30/2023	310-17-507-595-30-41-000	19,146.00
Inv 195327 Total			19,146.00
61198 Total:			19,146.00
KPGPSOMA - KPG PSOMAS, INC Total:			19,146.00

pei - PERTEET ENGINEERING INC Line Item Account

61203 05/03/2023

Inv 20160013.0300

Line Item Date	Line Item Description	Line Item Account	
03/06/2023	Downtown infrastructure phase II water sys improvements	417-13-499-594-34-41-060	3,017.50
Inv 20160013.0300 Total			3,017.50
61203 Total:			3,017.50
pei - PERTEET ENGINEERING INC Total:			3,017.50

rh2 - RH2 Engineering, Inc. Line Item Account

61205 05/03/2023

Inv 89301

Line Item Date	Line Item Description	Line Item Account	
02/07/2023	Lift station Improvments - Eng. services for SCADA integration	417-13-414-594-35-41-040	16,446.90
Inv 89301 Total			16,446.90

Inv 90011

Line Item Date	Line Item Description	Line Item Account	
03/20/2023	Legal Advice - Mill site hearing	001-04-004-515-31-41-000	22,256.76
Inv 90011 Total			22,256.76
61205 Total:			38,703.66
rh2 - RH2 Engineering, Inc. Total:			38,703.66

stanisla - ASHBAUGH BEAL Line Item Account 001-04-004-515-41-41-102

61190 05/03/2023

Inv 79148

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Legal advice phone conference	001-04-004-515-41-41-102	2,581.75
Inv 79148 Total			2,581.75
61190 Total:			2,581.75
stanisla - ASHBAUGH BEAL Total:			2,581.75

UB*03031 - Rainey, Lucia Line Item Account

61204 05/03/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
03/20/2023	Refund Check	401-00-000-213-10-00-000	778.87
Inv Total			778.87
61204 Total:			778.87
UB*03031 - Rainey, Lucia Total:			778.87

UB*03032 - Hill, Martin & Cindy Line Item Account

61196 05/03/2023

Inv

Line Item Date	Line Item Description	Line Item Account

03/20/2023	Refund Check	401-00-000-213-10-00-000	155.47
Inv Total			155.47
61196 Total:			155.47
UB*03032 - Hill, Martin & Cindy Total:			155.47

UB*03033 - Krismark Properties Line Item Account
61199 05/03/2023
Inv

Line Item Date	Line Item Description	Line Item Account	
03/20/2023	Refund Check	401-00-000-213-10-00-000	17.66
Inv Total			17.66
61199 Total:			17.66
UB*03033 - Krismark Properties Total:			17.66

UB*03034 - Mittal, Karun Line Item Account
61202 05/03/2023
Inv

Line Item Date	Line Item Description	Line Item Account	
03/20/2023	Refund Check	401-00-000-213-10-00-000	153.56
Inv Total			153.56
61202 Total:			153.56
UB*03034 - Mittal, Karun Total:			153.56

UB*03035 - Krismark Properties Line Item Account
61200 05/03/2023
Inv

Line Item Date	Line Item Description	Line Item Account	
03/20/2023	Refund Check	401-00-000-213-10-00-000	10.93
Inv Total			10.93
61200 Total:			10.93
UB*03035 - Krismark Properties Total:			10.93

UB*03036 - Krismark Properties Line Item Account
61201 05/03/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
03/20/2023	Refund Check	401-00-000-213-10-00-000	1.27
Inv Total			1.27
61201 Total:			1.27

UB*03036 - Krismark Properties Total: 1.27

usp - US Postmaster Line Item Account

61206 05/03/2023

Inv 5-1-23

Line Item Date	Line Item Description	Line Item Account	
05/01/2023	Utility Bill Mailing - April (Mailing Date 5-3-23)	403-22-050-531-30-42-300	543.43
05/01/2023	Utility Bill Mailing - April (Mailing Date 5-3-23)	401-18-037-534-81-42-300	543.44
05/01/2023	Utility Bill Mailing - April (Mailing Date 5-3-23)	402-20-040-535-80-42-300	543.44
Inv 5-1-23 Total			1,630.31
61206 Total:			1,630.31

usp - US Postmaster Total: 1,630.31

wec - Wilbur-Ellis Company Line Item Account

61208 05/03/2023

Inv 15592805

Line Item Date	Line Item Description	Line Item Account	
04/06/2023	Turf builder/fertilizer	001-12-028-576-80-31-300	2,743.63
Inv 15592805 Total			2,743.63
61208 Total:			2,743.63

wec - Wilbur-Ellis Company Total: 2,743.63

wlace - Westlake Ace Hardware Line Item Account

61207 05/03/2023

Inv C45864-153

Line Item Date	Line Item Description	Line Item Account	
04/17/2023	Pliers	401-18-037-534-81-31-300	17.43
Inv C45864-153 Total			17.43
61207 Total:			17.43

Check Number	Check Date	A

wlace - Westlake Ace Hardware Total:	17.43
Total:	94,026.98

Accounts Payable

Blanket Voucher Approval Document

User: ITreptow
Printed: 05/04/2023 - 3:18PM
Warrant Request Date: 5/4/2023
DAC Fund:

22

Batch: 00002.05.2023 - 5-4-23 Check Run

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 139,569.40,
for claims warrants numbered 61209 through 61265 & dated _____.

Line	Claimant	Voucher No.	Amount
1	Astrakhan,Anna	000061209	203.16
2	State Auditor's Office	000061252	2,790.40
3	Lynch,Brian	000061232	299.88
4	BERRY DUNN MCNEIL & PARKER LLC	000061210	3,610.00
5	BUILDERS HARDWARE & SUPPLY CO INC	000061211	64.00
6	CDW GOVT INC	000061212	1,639.27
7	Complete Office (Fin Acct)	000061216	1,027.82
8	Comcast	000061215	421.18
9	Copiers Northwest	000061217	424.60
10	Corporate Payment Systems	000061218	7,367.57
11	Correira,Mark	000061219	1,123.13
12	CODE PUBLISHING	000061214	332.69
13	CENTRAL WELDING SUPPLY	000061213	366.40
14	Evergreen Ford, Inc.	000061220	655.09
15	Fed Ex Freight	000061221	159.63
16	Hach Company, Inc.	000061222	3,613.34
17	Issaquah Honda Kubota	000061224	27.57
18	Ren,Justin	000061248	203.05
19	JSF Technologies	000061225	295.00
20	King County Finance	000061227	7,691.70
21	Kent D. Bruce Co., LLC	000061226	299.03
22	Life Assist, Inc.	000061231	383.77
23	Lawson Products	000061229	2,860.16
24	Les Schwab Tires, Inc.	000061230	264.78
25	Macdonald-Miller	000061233	3,549.97
26	McMaster-Carr	000061234	61.50
27	MES-Municipal Emergency Services	000061235	1,219.68
28	Mettler Toledo Inc.	000061236	980.10
29	Minuteman Press	000061237	661.10
30	North Bend Auto Parts, Inc. (Fleet)	000061239	6,646.59
31	North Bend Chevrolet	000061240	147.97
32	NORCOM 911	000061238	261.25
33	Office Depot, Inc. (ODP)	000061242	900.60
34	O'Donnell,Peter	000061241	198.18
35	Pitney Bowes Global Financial	000061244	575.32
36	Pacific Office Automation (OR)	000061243	498.05
37	Pride Electric Inc.	000061245	1,026.93
38	Puget Sound Energy	000061246	26.66
39	REGIONAL ANIMAL SERVICES OF KING COUNTY	000061247	30.00
40	RH2 Engineering, Inc.	000061249	7,939.13
41	Laswell,Robert	000061228	212.29
		Page Total:	$61,058.54

Line	Claimant	Voucher No.	Amou
42	Robert Half	000061250	32,095.50
43	SHI International Corp	000061251	8,290.33
44	Stericycle, Inc.	000061253	294.74
45	Summit Law Group	000061254	9,321.68
46	Tenelco Inc.	000061255	4,399.56
47	Herc Rentals Inc.	000061223	2,409.70
48	TrojanUV	000061258	5,710.21
49	Traffic Signs, Inc.	000061257	524.48
50	Unum Life Insurance	000061260	70.50
51	Una McAlinden	000061259	7,000.00
52	US Postmaster	000061261	580.00
53	VanHorn,Andrea	000061262	25.00
54	Verizon Wireless (Central Srvcs.)	000061263	6,302.59
55	Werre,Chris	000061264	266.33
56	Thomson Reuters - West Pymt. Center	000061256	708.26
57	Westlake Ace Hardware	000061265	511.98
		Page Total:	$78,510.86
		Grand Total:	$139,569.40

Accounts Payable

Check Detail

User: ITreptow
Printed: 05/04/2023 - 3:22PM

Check Number	Check Date			Amount
aas - Astrakhan, Anna Line Item Account				
61209	05/04/2023			
Inv	REIMB A. Astrak			
Line Item Date	Line Item Description		Line Item Account	
04/26/2023	Travel to an dfrom WASMA Conference April 19-21 & Dinner		001-04-004-515-31-43-000	203.16
Inv REIMB A. Astrak Total				203.16
61209 Total:				203.16
aas - Astrakhan, Anna Total:				203.16
auditor - State Auditor's Office Line Item Account 511-25-019-514-23-41-091				
61252	05/04/2023			
Inv	L154009			
Line Item Date	Line Item Description		Line Item Account	
04/11/2023	2021 audit services - March		001-06-007-514-23-41-091	2,790.40
Inv L154009 Total				2,790.40
61252 Total:				2,790.40
auditor - State Auditor's Office Total:				2,790.40
B.Lynch - Lynch, Brian Line Item Account				
61232	05/04/2023			
Inv	REIMB B. Lynch			
Line Item Date	Line Item Description		Line Item Account	
04/17/2023	Parking & rental car travel to Somerset KY for interview		014-08-012-521-40-43-000	299.88
Inv REIMB B. Lynch Total				299.88
61232 Total:				299.88
B.Lynch - Lynch, Brian Total:				299.88
berrdun - BERRY DUNN MCNEIL & PARKER LLC Line Item Account				
61210	05/04/2023			

Inv 427879

Line Item Date	Line Item Description	Line Item Account	
03/17/2023	Consulting	502-11-023-594-18-41-040	1,900.00

Inv 427879 Total 1,900.00

Inv 429129

Line Item Date	Line Item Description	Line Item Account	
04/18/2023	Consulting	502-11-023-594-18-41-040	1,710.00

Inv 429129 Total 1,710.00

61210 Total: 3,610.00

berrdun - BERRY DUNN MCNEIL & PARKER LLC Total: 3,610.00

bhs - BUILDERS HARDWARE & SUPPLY CO INC Line Item Account

61211 05/04/2023

Inv S3846249.001

Line Item Date	Line Item Description	Line Item Account	
04/07/2023	Door latch assembly	510-24-053-518-20-31-300	64.00

Inv S3846249.001 Total 64.00

61211 Total: 64.00

bhs - BUILDERS HARDWARE & SUPPLY CO INC Total: 64.00

cdwg - CDW GOVT INC Line Item Account

61212 05/04/2023

Inv HJ19147

Line Item Date	Line Item Description	Line Item Account	
03/13/2023	PW: Monitor	001-16-019-542-90-31-040	204.39

Inv HJ19147 Total 204.39

Inv HJ19151

Line Item Date	Line Item Description	Line Item Account	
03/13/2023	IT: Replacment monitor	502-11-022-594-18-64-100	204.39

Inv HJ19151 Total 204.39

Inv HQ76729

Line Item Date	Line Item Description	Line Item Account	
03/28/2023	PW: Monitor	401-18-019-534-10-31-040	204.39

Inv HQ76729 Total 204.39

Inv HQ76757

Line Item Date	Line Item Description	Line Item Account	
03/28/2023	FI: Monitors and dock	001-06-007-514-23-31-820	615.25

Inv HQ76757 Total 615.25

Inv HQQ76735

Line Item Date	Line Item Description	Line Item Account	
03/28/2023	PW: Vinyl cutter Monitor	001-16-019-542-90-31-800	204.39

Inv HQQ76735 Total 204.39

Inv HS88166

Line Item Date	Line Item Description	Line Item Account	
04/03/2023	FI: Work station dock	001-06-007-514-23-31-820	206.46

Inv HS88166 Total 206.46

61212 Total: 1,639.27

cdwg - CDW GOVT INC Total: 1,639.27

co - Complete Office (Fin Acct) Line Item Account

61216 05/04/2023

Inv 2205639-0

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	Misc. Office supplies	001-06-007-514-23-31-000	249.54
04/10/2023	paper towels and facial tissue	510-24-053-518-20-31-340	184.19

Inv 2205639-0 Total 433.73

Inv 2206354-0

Line Item Date	Line Item Description	Line Item Account	
04/13/2023	Office Supplies 2nd floor City Hall	001-06-007-514-23-31-000	376.38

Inv 2206354-0 Total 376.38

Inv 2206393-0

Line Item Date	Line Item Description	Line Item Account	
04/13/2023	Office Supplies 2nd floor City Hall	001-06-007-514-23-31-000	194.08

Inv 2206393-0 Total 194.08

Inv 2206393-1

Line Item Date	Line Item Description	Line Item Account	
04/15/2023	Office Supplies 2nd floor City Hall	001-06-007-514-23-31-000	3.90

Inv 2206393-1 Total 3.90

Inv 2206393-2

Line Item Date	Line Item Description	Line Item Account	
04/14/2023	Office Supplies 2nd floor City Hall	001-06-007-514-23-31-000	19.73

Inv 2206393-2 Total 19.73

Inv 2206993-0

Line Item Date	Line Item Description	Line Item Account	
04/17/2023	Computer mouse	001-06-007-514-23-31-820	43.55

Inv 2206993-0 Total 43.55

Inv 2207834-0

Line Item Date	Line Item Description	Line Item Account	
04/20/2023	Highlighters, batteries, pads of paper	001-06-007-514-23-31-000	74.00

Inv 2207834-0 Total 74.00

Inv C2205639-0

Line Item Date	Line Item Description	Line Item Account	
04/26/2023	Misc Office supplies	001-06-007-514-23-31-000	-117.55

Inv C2205639-0 Total -117.55

61216 Total: 1,027.82

co - Complete Office (Fin Acct) Total: 1,027.82

comcast - Comcast Line Item Account 511-25-054-518-50-42-000

61215 05/04/2023

Inv 4-28-23

Line Item Date	Line Item Description	Line Item Account	
04/11/2023	IT: Secondary internet service	502-11-020-518-88-42-200	421.18

Inv 4-28-23 Total 421.18

61215 Total: 421.18

comcast - Comcast Total: 421.18

copiers - Copiers Northwest Line Item Account

61217 05/04/2023

Inv INV2634285

Line Item Date	Line Item Description	Line Item Account	
04/17/2023	Lease of 54" laminator	001-16-035-542-64-45-200	424.60

Inv INV2634285 Total 424.60

61217 Total: 424.60

copiers - Copiers Northwest Total: 424.60

corppay - Corporate Payment Systems Line Item Account

61218 05/04/2023

Inv 4-23 BL

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Fuel & fees Annual drug/gun burn - Spokane Wa	001-08-009-521-40-43-000	289.79

Inv 4-23 BL Total 289.79

Inv 4-23 CD

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Per Diem Lunch - Emily Arteche	001-14-031-558-60-43-000	13.75
04/23/2023	PAW Training Jonathan Kesler	001-14-031-558-60-43-000	380.00

Inv 4-23 CD Total 393.75

Inv 4-23 EA

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Saami Somi Diem Lunch	001-14-031-558-60-43-000	4.00
04/23/2023	Grub hub Per Diem Dinner	001-14-031-558-60-43-000	20.53
04/23/2023	Maggianos Per Diem dinner	001-14-031-558-60-43-000	17.82
04/23/2023	Uber Transportation	001-14-031-558-60-43-000	31.90
04/23/2023	Uber Transportation	001-14-031-558-60-43-000	32.96
04/23/2023	Maggianost Per Diem Dinner	001-14-031-558-60-43-000	8.63
04/23/2023	Umi Seafood Per Diem dinner	001-14-031-558-60-43-000	9.72
04/23/2023	Pho Street Per Diem Lunch	001-14-031-558-60-43-000	13.75
04/23/2023	Pho Street Per Diem Lunch	001-14-031-558-60-43-000	13.75

Inv 4-23 EA Total 153.06

Inv 4-23 IT

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Paypal PayFlow subscrition	502-11-020-518-88-41-030	19.95
04/23/2023	Zoom Subscription	502-11-020-518-88-41-030	718.42
04/23/2023	Web.com domain subscrition	502-11-020-518-88-41-030	29.99

Inv 4-23 IT Total 768.36

Inv 4-23 NW

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Egg hunt supplies	001-28-065-573-90-31-900	140.64
04/23/2023	Arbor day supplies	403-22-030-531-90-31-300	45.00
04/23/2023	Comp plan open house supplies & office supplies	001-14-031-558-60-49-100	138.17
04/23/2023	April Chamber luncheon Wiebe	001-28-056-571-20-43-000	30.00
04/23/2023	Chamber luncheon April Mayor & City Admin	001-01-001-513-10-49-100	60.00
04/23/2023	Volunteer even food/supplies/recognition	001-01-001-513-10-49-100	1,032.38

Inv 4-23 NW Total 1,446.19

Inv 4-23-23 BS

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Law 360 monthly subscription	001-04-004-515-31-49-200	130.42

Inv 4-23-23 BS Total 130.42

Inv 4-23-23 DM

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	2 tickets - April SnoValley chamber luncheo Danna & Gail	001-07-008-557-20-43-000	60.00
04/23/2023	Mailchimp monthly subscription	001-07-008-557-20-49-200	29.40

Inv 4-23-23 DM Total 89.40

Inv 4-23-23 DP

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Hotel & fuel for C. Werre training & hotel D. Doucett training	001-08-009-521-40-43-000	424.60
04/23/2023	Monthly fee- Officer search database	001-08-009-521-10-49-200	174.03
04/23/2023	Water & coffee for PD teambuilding/training protocol meeting	001-08-009-521-40-43-000	64.32
04/23/2023	ID Card for Joseph Meadows	001-08-009-521-22-41-000	17.45

Inv 4-23-23 DP Total 680.40

Inv 4-23-23 Finance

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	WPTA Lodging - D. Kinsman & D. Bouta	001-06-007-514-23-43-000	1,075.14

Inv 4-23-23 Finance Total 1,075.14

Inv 4-23-23 KR

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Snoqualmie Valley Mayors Meeting - April 2023	001-02-002-511-60-43-000	10.99

Inv 4-23-23 KR Total 10.99

Inv 4-23-23 M. Corr

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Dillanos coffee	001-09-014-522-20-31-910	310.00
04/23/2023	Trupanion Phoebe health insurance	001-10-017-525-60-41-000	61.45
04/23/2023	Carnation Ace hardware key copies & key holders	001-09-014-522-20-31-910	30.99
04/23/2023	ICMA membership renewal	001-09-014-522-10-49-200	200.00

Inv 4-23-23 M. Corr Total 602.44

Inv 4-23-23 M.Chamb

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Supplies & dust cover for laminator	001-16-035-542-64-31-300	1,231.97
04/23/2023	Airfare for Justin Ren to attend irrigation training	401-19-019-539-15-43-000	397.80

Inv 4-23-23 M.Chamb Total 1,629.77

Inv 4-23-23 MB

Line Item Date	Line Item Description	Line Item Account	

04/23/2023	Amazon AA batteries	001-09-014-522-10-31-000	43.42
04/23/2023	Amazon printer paper	001-09-014-522-10-31-000	54.44
Inv 4-23-23 MB Total			97.86
61218 Total:			7,367.57
corppay - Corporate Payment Systems Total:			7,367.57

correira - Correira, Mark Line Item Account

61219 05/04/2023

Inv REIMB M. Correi

Line Item Date	Line Item Description	Line Item Account	
04/24/2023	Mt. Si Golf Course Awards banquet (50% of invoice)	001-09-014-522-10-49-100	1,123.13
Inv REIMB M. Correi Total			1,123.13
61219 Total:			1,123.13
correira - Correira, Mark Total:			1,123.13

cp - CODE PUBLISHING Line Item Account

61214 05/04/2023

Inv GC0010522

Line Item Date	Line Item Description	Line Item Account	
04/21/2023	Municipal code update- web update	001-05-005-514-20-41-000	332.69
Inv GC0010522 Total			332.69
61214 Total:			332.69
cp - CODE PUBLISHING Total:			332.69

cws - CENTRAL WELDING SUPPLY Line Item Account 001-09-014-522-20-31-912

61213 05/04/2023

Inv RT147015

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Oxygen USP, Hazmat charge	001-09-014-522-20-31-912	366.40
Inv RT147015 Total			366.40
61213 Total:			366.40
cws - CENTRAL WELDING SUPPLY Total:			366.40

ef - Evergreen Ford, Inc. Line Item Account

61220 05/04/2023

Inv 5191890

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Rear brake pads	501-23-051-548-68-31-301	213.97

Inv 5191890 Total 213.97

Inv 5191909

Line Item Date	Line Item Description	Line Item Account	
04/20/2023	exhaust flex pipe	501-23-051-548-68-31-301	441.12

Inv 5191909 Total 441.12

61220 Total: 655.09

ef - Evergreen Ford, Inc. Total: 655.09

fedexfr - Fed Ex Freight Line Item Account

61221 05/04/2023

Inv 4804195340

Line Item Date	Line Item Description	Line Item Account	
02/04/2023	Delivery of pallets of hardware	402-20-040-535-80-42-300	138.00

Inv 4804195340 Total 138.00

Inv 7585211314

Line Item Date	Line Item Description	Line Item Account	
07/07/2022	Delivery charges for pumps & pump parts	401-18-037-534-81-42-300	21.63

Inv 7585211314 Total 21.63

61221 Total: 159.63

fedexfr - Fed Ex Freight Total: 159.63

hci - Hach Company, Inc. Line Item Account

61222 05/04/2023

Inv 13540010

Line Item Date	Line Item Description	Line Item Account	
04/12/2023	PH Probes	402-20-040-535-85-35-900	3,613.34

Inv 13540010 Total 3,613.34

61222 Total: 3,613.34

hci - Hach Company, Inc. Total: 3,613.34

ihk - Issaquah Honda Kubota Line Item Account

61224 05/04/2023

Inv 647591

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	Spreader & pins	001-12-028-576-80-31-300	27.57
Inv 647591 Total			27.57
61224 Total:			27.57
ihk - Issaquah Honda Kubota Total:			27.57

J.Ren - Ren, Justin Line Item Account

61248 05/04/2023

Inv REIMB J. Ren

Line Item Date	Line Item Description	Line Item Account	
04/10/2023	Rainbird bootcamp	401-19-019-539-15-43-000	203.05
Inv REIMB J. Ren Total			203.05
61248 Total:			203.05
J.Ren - Ren, Justin Total:			203.05

jsf tech - JSF Technologies Line Item Account

61225 05/04/2023

Inv INV2546

Line Item Date	Line Item Description	Line Item Account	
03/17/2023	School zone beacon comm. services renewal-timber ridge	001-16-035-542-64-48-000	295.00
Inv INV2546 Total			295.00
61225 Total:			295.00
jsf tech - JSF Technologies Total:			295.00

kcf 710 - King County Finance Line Item Account

61227 05/04/2023

Inv 124520-124526

Line Item Date	Line Item Description	Line Item Account	
01/31/2023	KC road services signal maintenance along Sno Pkwy - Jan 2023	001-16-035-542-64-48-000	7,644.46
Inv 124520-124526 Total			7,644.46

Inv 125634-125634

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Signal operatin gsuuplies - Better Way & Snoq Pkwy	001-16-035-542-64-48-000	47.24

Inv 125634-125634 Total			47.24
61227 Total:			7,691.70
kcf 710 - King County Finance Total:			7,691.70

kdbc - Kent D. Bruce Co., LLC Line Item Account

61226 05/04/2023

Inv 13458

Line Item Date	Line Item Description	Line Item Account	
04/20/2023	Emergency lightd, seat covers, docking solutions	501-23-051-548-68-31-301	299.03
Inv 13458 Total			299.03
61226 Total:			299.03
kdbc - Kent D. Bruce Co., LLC Total:			299.03

lai - Life Assist, Inc. Line Item Account 001-09-014-522-20-31-912

61231 05/04/2023

Inv 1313328

Line Item Date	Line Item Description	Line Item Account	
04/25/2023	Mask, test strips	001-09-014-522-20-31-912	383.77
Inv 1313328 Total			383.77
61231 Total:			383.77
lai - Life Assist, Inc. Total:			383.77

lawsonpr - Lawson Products Line Item Account

61229 05/04/2023

Inv 9310470758

Line Item Date	Line Item Description	Line Item Account	
03/28/2023	Stock hardware supplies	402-20-040-535-80-31-300	1,917.78
Inv 9310470758 Total			1,917.78

Inv 9310478772

Line Item Date	Line Item Description	Line Item Account	
03/30/2023	StockSS hardware supplies	402-20-040-535-80-31-300	638.00
Inv 9310478772 Total			638.00

Inv 9310483102

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Stock supplies for Summer	402-20-040-535-80-31-300	304.38

Inv 9310483102 Total			304.38
61229 Total:			2,860.16
lawsonpr - Lawson Products Total:			2,860.16

lst - Les Schwab Tires, Inc. Line Item Account 501-23-051-548-68-31-400

61230 05/04/2023

Inv 36300639788

Line Item Date	Line Item Description	Line Item Account	
04/21/2023	Mount and balance provided tires	501-23-051-548-68-31-400	117.64
Inv 36300639788 Total			117.64

Inv 36300639789

Line Item Date	Line Item Description	Line Item Account	
04/21/2023	Backhoe rear flat tire repair	501-23-051-548-68-31-400	147.14
Inv 36300639789 Total			147.14
61230 Total:			264.78
lst - Les Schwab Tires, Inc. Total:			264.78

macdmill - Macdonald-Miller Line Item Account

61233 05/04/2023

Inv SVC255223

Line Item Date	Line Item Description	Line Item Account	
03/07/2023	HVAC Service & Repairs	510-24-053-518-20-48-000	3,549.97
Inv SVC255223 Total			3,549.97
61233 Total:			3,549.97
macdmill - Macdonald-Miller Total:			3,549.97

mcmaster - McMaster-Carr Line Item Account

61234 05/04/2023

Inv 96495469

Line Item Date	Line Item Description	Line Item Account	
04/20/2023	Paint for rear doors in building	402-20-040-535-80-31-300	61.50
Inv 96495469 Total			61.50
61234 Total:			61.50

mcmaster - McMaster-Carr Total: 61.50

mes - MES-Municipal Emergency Services Line Item Account 001-09-014-522-50-31-300

61235 05/04/2023

Inv INV1861189

Line Item Date	Line Item Description	Line Item Account	
04/17/2023	SCBA flow test	001-09-014-522-10-41-000	1,219.68

Inv INV1861189 Total 1,219.68

61235 Total: 1,219.68

mes - MES-Municipal Emergency Services Total: 1,219.68

mettlert - Mettler Toledo Inc. Line Item Account

61236 05/04/2023

Inv 655144823

Line Item Date	Line Item Description	Line Item Account	
04/03/2023	Calibration of truck scale	402-20-040-535-55-48-000	980.10

Inv 655144823 Total 980.10

61236 Total: 980.10

mettlert - Mettler Toledo Inc. Total: 980.10

mp - Minuteman Press Line Item Account

61237 05/04/2023

Inv 90510

Line Item Date	Line Item Description	Line Item Account	
04/20/2023	Backflow letters	401-18-037-534-81-42-300	661.10

Inv 90510 Total 661.10

61237 Total: 661.10

mp - Minuteman Press Total: 661.10

nb autof - North Bend Auto Parts, Inc. (Fleet) Line Item Account 501-23-051-548-68-31-301

61239 05/04/2023

Inv MULTI 4-28

Line Item Date	Line Item Description	Line Item Account	
04/28/2023	Fleet parts & supplies	501-23-051-548-68-31-301	6,646.59

Inv MULTI 4-28 Total 6,646.59

61239 Total:			6,646.59
nb autof - North Bend Auto Parts, Inc. (Fleet) Total:			6,646.59

nb chevy - North Bend Chevrolet Line Item Account

61240 05/04/2023

Inv 13372

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	Vehicle parts & service	501-23-051-548-68-31-301	147.97
Inv 13372 Total			147.97
61240 Total:			147.97
nb chevy - North Bend Chevrolet Total:			147.97

norcam - NORCOM 911 Line Item Account 001-09-014-522-20-41-511

61238 05/04/2023

Inv 0001439

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	911 Norcom	001-09-014-522-20-41-000	261.25
Inv 0001439 Total			261.25
61238 Total:			261.25
norcam - NORCOM 911 Total:			261.25

OD 32559 - Office Depot, Inc. (ODP) Line Item Account

61242 05/04/2023

Inv 303997934001

Line Item Date	Line Item Description	Line Item Account	
03/29/2023	Alarm printer	402-20-040-535-50-31-820	900.60
Inv 303997934001 Total			900.60
61242 Total:			900.60
OD 32559 - Office Depot, Inc. (ODP) Total:			900.60

odonnp - O'Donnell, Peter Line Item Account

61241 05/04/2023

Inv REIMB P. ODonn

Line Item Date	Line Item Description	Line Item Account	
04/17/2023	Boots per uniform policy	001-09-014-522-20-31-050	198.18

Inv REIMB P. ODonn Total			198.18
61241 Total:			198.18
odonnp - O'Donnell, Peter Total:			198.18

pb 179 - Pitney Bowes Global Financial Line Item Account 511-25-054-518-50-42-300

61244 05/04/2023

Inv 3317368094

Line Item Date	Line Item Description	Line Item Account	
04/23/2023	Postage machine lease Feb 28 to May 27 2023	001-13-000-518-90-42-300	575.32
Inv 3317368094 Total			575.32
61244 Total:			575.32
pb 179 - Pitney Bowes Global Financial Total:			575.32

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

61243 05/04/2023

Inv 020710

Line Item Date	Line Item Description	Line Item Account	
03/23/2023	Copier - lease	502-11-020-518-88-45-200	498.05
Inv 020710 Total			498.05
61243 Total:			498.05
poa-or - Pacific Office Automation (OR) Total:			498.05

prideele - Pride Electric Inc. Line Item Account

61245 05/04/2023

Inv 429142

Line Item Date	Line Item Description	Line Item Account	
04/11/2023	Lights for restroom - Riverview	001-12-028-576-80-31-300	1,026.93
Inv 429142 Total			1,026.93
61245 Total:			1,026.93
prideele - Pride Electric Inc. Total:			1,026.93

pse - Puget Sound Energy Line Item Account 001-08-009-521-50-47-100

61246 05/04/2023

Inv 943807 4-23

Line Item Date	Line Item Description	Line Item Account

04/14/2023	Electricity - street lighting	001-16-035-542-63-47-100	26.66
Inv 943807 4-23 Total			26.66
61246 Total:			26.66
pse - Puget Sound Energy Total:			26.66

rega - REGIONAL ANIMAL SERVICES OF KING COUNTY Line Item Account
61247 05/04/2023
Inv Pet License

Line Item Date	Line Item Description	Line Item Account	
04/15/2023	Senior license renewal 420112 & 420194	633-13-000-589-30-10-200	30.00
Inv Pet License Total			30.00
61247 Total:			30.00
rega - REGIONAL ANIMAL SERVICES OF KING COUNTY Total:			30.00

rh2 - RH2 Engineering, Inc. Line Item Account
61249 05/04/2023
Inv 89432

Line Item Date	Line Item Description	Line Item Account	
02/13/2023	Data Review & siting analysis for sizing& location alternatives	417-13-455-594-35-41-060	3,679.07
Inv 89432 Total			3,679.07

Inv 89763

Line Item Date	Line Item Description	Line Item Account	
03/15/2023	Lift station 1 FM improvments - Eng. services	417-13-414-594-35-41-040	4,260.06
Inv 89763 Total			4,260.06
61249 Total:			7,939.13
rh2 - RH2 Engineering, Inc. Total:			7,939.13

RLaswell - Laswell, Robert Line Item Account
61228 05/04/2023
Inv REIMB R. Laswel

Line Item Date	Line Item Description	Line Item Account	
04/22/2023	Boots per union uniform contract	001-09-014-522-20-31-050	212.29
Inv REIMB R. Laswel Total			212.29
61228 Total:			212.29

RLaswell - Laswell, Robert Total: 212.29

roberth - Robert Half Line Item Account

61250 05/04/2023

Inv 61638756

Line Item Date	Line Item Description	Line Item Account	
03/02/2023	IT: Contract employee	502-11-023-594-18-41-190	1,664.00

Inv 61638756 Total 1,664.00

Inv 61675431

Line Item Date	Line Item Description	Line Item Account	
03/09/2023	IT: Contract employee	502-11-023-594-18-41-190	2,080.00

Inv 61675431 Total 2,080.00

Inv 61695171

Line Item Date	Line Item Description	Line Item Account	
03/14/2023	IT: Contract employee	502-11-023-594-18-41-190	3,600.00

Inv 61695171 Total 3,600.00

Inv 61695240

Line Item Date	Line Item Description	Line Item Account	
03/14/2023	IT: Contract employee	502-11-023-594-18-41-190	2,080.00

Inv 61695240 Total 2,080.00

Inv 61730415

Line Item Date	Line Item Description	Line Item Account	
03/21/2023	IT: Contract employee	502-11-023-594-18-41-190	2,080.00

Inv 61730415 Total 2,080.00

Inv 61782339

Line Item Date	Line Item Description	Line Item Account	
03/30/2023	IT: Contract employee	502-11-023-594-18-41-190	2,080.00

Inv 61782339 Total 2,080.00

Inv 61801773

Line Item Date	Line Item Description	Line Item Account	
04/04/2023	IT: Contract employee	502-11-023-594-18-41-190	3,600.00

Inv 61801773 Total 3,600.00

Inv 61811846

Line Item Date	Line Item Description	Line Item Account	
04/05/2023	IT: Contract employee	502-11-023-594-18-41-190	1,664.00

Inv 61811846 Total 1,664.00

Inv 61871300

Line Item Date	Line Item Description	Line Item Account	
04/18/2023	IT: Contract employee	502-11-023-594-18-41-190	3,600.00

Inv 61871300 Total 3,600.00

Inv 61871320

Line Item Date	Line Item Description	Line Item Account	
04/18/2023	IT: Contract employee	502-11-023-594-18-41-190	2,080.00

Inv 61871320 Total 2,080.00

Inv 61900926

Line Item Date	Line Item Description	Line Item Account	
04/25/2023	Contractor - Munis ERP week ending 4/21/23	502-11-023-594-18-41-190	191.00
04/25/2023	Contractor - Gen finance week ending 4/21/23	001-06-007-514-23-41-190	1,696.50

Inv 61900926 Total 1,887.50

Inv 61920271

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	IT: Contract employee	502-11-023-594-18-41-190	3,600.00

Inv 61920271 Total 3,600.00

Inv 61920307

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	IT: Contract employee	502-11-023-594-18-41-190	2,080.00

Inv 61920307 Total 2,080.00

61250 Total: 32,095.50

roberth - Robert Half Total: 32,095.50

shi int - SHI International Corp Line Item Account

61251 05/04/2023

Inv B16598337

Line Item Date	Line Item Description	Line Item Account	
03/15/2023	IT: Adobe license renewal	502-11-021-518-88-48-860	7,873.03

Inv B16598337 Total 7,873.03

Inv B16599584

Line Item Date	Line Item Description	Line Item Account	
03/15/2023	IT: Adobe acrobat pro licenses	001-06-007-514-23-31-800	417.30

Inv B16599584 Total 417.30

61251 Total:			8,290.33
shi int - SHI International Corp Total:			8,290.33

shredit - Stericycle, Inc. Line Item Account 511-25-054-518-50-41-000

61253 05/04/2023

Inv 8003614372

Line Item Date	Line Item Description	Line Item Account	
03/31/2023	Shredding services - City Hall/Police/PW/Fire	001-05-005-514-20-41-000	294.74
Inv 8003614372 Total			294.74
61253 Total:			294.74
shredit - Stericycle, Inc. Total:			294.74

Summlg - Summit Law Group Line Item Account 001-13-117-518-10-41-130

61254 05/04/2023

Inv 144764

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Outside legal services - HR legal advice	001-06-075-518-10-41-120	900.00
Inv 144764 Total			900.00

Inv 144836

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Outside legal services - HR legal advice	001-06-075-518-10-41-120	312.00
Inv 144836 Total			312.00

Inv 144837

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Teamsters 763 grievance	401-18-037-534-81-41-104	6,978.68
Inv 144837 Total			6,978.68

Inv 144865

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Teamsters 763 grievance	401-18-037-534-81-41-104	1,131.00
Inv 144865 Total			1,131.00
61254 Total:			9,321.68
Summlg - Summit Law Group Total:			9,321.68

tenelco - Tenelco Inc. Line Item Account

61255 05/04/2023

Inv 86613

Line Item Date	Line Item Description	Line Item Account	
03/06/2023	BUF haul & land application	402-20-040-535-55-48-000	2,366.48
Inv 86613 Total			2,366.48

Inv 86943

Line Item Date	Line Item Description	Line Item Account	
03/27/2023	BUF haul & land application	402-20-040-535-55-48-000	2,033.08
Inv 86943 Total			2,033.08
61255 Total:			4,399.56
tenelco - Tenelco Inc. Total:			4,399.56

thc - Herc Rentals Inc. Line Item Account

61223 05/04/2023

Inv 33570278-001

Line Item Date	Line Item Description	Line Item Account	
04/03/2023	Rent lift fo communication project	402-20-040-535-80-45-200	2,409.70
Inv 33570278-001 Total			2,409.70
61223 Total:			2,409.70
thc - Herc Rentals Inc. Total:			2,409.70

trojuv - TrojanUV Line Item Account

61258 05/04/2023

Inv 200/9830

Line Item Date	Line Item Description	Line Item Account	
04/11/2023	Lamps for germicidal action	402-20-040-535-80-31-500	5,710.21
Inv 200/9830 Total			5,710.21
61258 Total:			5,710.21
trojuv - TrojanUV Total:			5,710.21

tsi carn - Traffic Signs, Inc. Line Item Account

61257 05/04/2023

Inv 19304

Line Item Date	Line Item Description	Line Item Account	
02/02/2023	Speed limit & school zone signs	001-16-035-595-64-63-000	369.58

Inv 19304 Total			369.58
Inv 19346			
Line Item Date	Line Item Description	Line Item Account	
04/07/2023	Reflective arrow signs	001-16-035-595-64-63-000	154.90
Inv 19346 Total			154.90
61257 Total:			524.48
tsi carn - Traffic Signs, Inc. Total:			524.48

uli - Unum Life Insurance Line Item Account 001-08-009-521-22-22-400

61260 05/04/2023

Inv 5-23

Line Item Date	Line Item Description	Line Item Account	
04/28/2023	Group Insurane Premium	001-08-009-521-22-22-400	70.50
Inv 5-23 Total			70.50
61260 Total:			70.50
uli - Unum Life Insurance Total:			70.50

unamcali - Una McAlinden Line Item Account

61259 05/04/2023

Inv 4-13-23

Line Item Date	Line Item Description	Line Item Account	
04/13/2023	Community Center expansion community engagment/committee mt	310-13-702-594-18-41-000	7,000.00
Inv 4-13-23 Total			7,000.00
61259 Total:			7,000.00
unamcali - Una McAlinden Total:			7,000.00

usp - US Postmaster Line Item Account

61261 05/04/2023

Inv Permit #26

Line Item Date	Line Item Description	Line Item Account	
04/20/2023	Bulk mailing permits - USPS Marketing mail	001-13-000-518-90-42-300	290.00
04/20/2023	Bulk mailing permits - first class presort	001-13-000-518-90-42-300	290.00
Inv Permit #26 Total			580.00
61261 Total:			580.00

usp - US Postmaster Total: 580.00

VanHorn - VanHorn, Andrea Line Item Account
61262 05/04/2023
Inv 4-11-23

Line Item Date	Line Item Description	Line Item Account	
04/21/2023	P-Patch Refund	001-12-000-347-30-00-050	25.00

Inv 4-11-23 Total 25.00

61262 Total: 25.00

VanHorn - VanHorn, Andrea Total: 25.00

verizcs - Verizon Wireless (Central Srvcs.) Line Item Account 511-25-054-518-50-42-010
61263 05/04/2023
Inv 9932678367

Line Item Date	Line Item Description	Line Item Account	
04/01/2023	Cellular telephone service	502-11-020-518-88-42-010	6,302.59

Inv 9932678367 Total 6,302.59

61263 Total: 6,302.59

verizcs - Verizon Wireless (Central Srvcs.) Total: 6,302.59

werrec - Werre, Chris Line Item Account
61264 05/04/2023
Inv REIMB C. Werre

Line Item Date	Line Item Description	Line Item Account	
04/25/2023	Hotel during background investigation	014-08-012-521-40-43-000	266.33

Inv REIMB C. Werre Total 266.33

61264 Total: 266.33

werrec - Werre, Chris Total: 266.33

westpay - Thomson Reuters - West Pymt. Center Line Item Account
61256 05/04/2023
Inv 848065116

Line Item Date	Line Item Description	Line Item Account	
04/01/2023	Monthly subscription west law-legal research	001-04-004-515-31-49-200	708.26

Inv 848065116 Total 708.26

61256 Total:	708.26
westpay - Thomson Reuters - West Pymt. Center Total:	708.26

wlace - Westlake Ace Hardware Line Item Account

61265 05/04/2023

Inv C47329-153

Line Item Date	Line Item Description	Line Item Account	
04/19/2023	Bushing	401-18-037-534-81-31-300	7.62
Inv C47329-153 Total			7.62

Inv C47436-153

Line Item Date	Line Item Description	Line Item Account	
04/20/2023	Facility parts & supplies	510-24-053-518-20-31-300	61.00
Inv C47436-153 Total			61.00

Inv C47934-153

Line Item Date	Line Item Description	Line Item Account	
04/21/2023	Landscape fabric, primer & other assorted hardware products	001-12-028-576-80-31-300	215.29
Inv C47934-153 Total			215.29

Inv C48222-153

Line Item Date	Line Item Description	Line Item Account	
04/21/2023	Facility parts & supplies	510-24-053-518-20-31-300	65.38
Inv C48222-153 Total			65.38

Inv C50174-153

Line Item Date	Line Item Description	Line Item Account	
04/24/2023	Garden fencing	001-12-028-576-80-31-300	62.12
Inv C50174-153 Total			62.12

Inv C50518-153

Line Item Date	Line Item Description	Line Item Account	
04/25/2023	Facility parts and supplies	510-24-053-518-20-31-300	100.57
Inv C50518-153 Total			100.57

61265 Total:	511.98
wlace - Westlake Ace Hardware Total:	511.98

Check Number	Check Date	A

Total:	139,569.40

Accounts Payable

Blanket Voucher Approval Document

User: THolden
Printed: 05/04/2023 - 3:11PM
Warrant Request Date: 4/28/2023
DAC Fund:

Batch: 00007.04.2023 - PV4-2023 #2

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 759.26 (ACH),
for claims warrants numbered - through - & dated 4/28/2023.

Line	Claimant	Voucher No.	Amount
1	Dept of Retirement Syst.-PERS	000000000	759.26
		Page Total:	$759.26
		Grand Total:	$759.26

Accounts Payable

Check Detail

User: THolden
Printed: 05/09/2023 - 11:06AM

Check Number	Check Date	Amount
90070 - Dept of Retirement Syst.-PERS Line Item Account		
0	04/28/2023	
Inv		

Line Item Date	Line Item Description	Line Item Account	
04/28/2023	PR Batch 00001.04.2023 PERS 2 Employer	631-00-000-231-50-16-000	759.26
Inv Total			759.26
0 Total:			759.26
90070 - Dept of Retirement Syst.-PERS Total:			759.26
Total:			759.26

Accounts Payable

Blanket Voucher Approval Document

User: THolden
Printed: 04/27/2023 - 5:51PM
Warrant Request Date: 4/28/2023
DAC Fund:

Batch: 00006.04.2023 - PV4-2023

City of Snoqualmie
Claims presented to the City to be paid in the amount of $ 734,988.27 ,
for claims warrants numbered 61175 through 61187 & dated 4/28/2023 .

Line	Claimant	Voucher No.	Amount
1	AFLAC	000000000	78.13
2	AWC BENEFITS	000000000	169,237.08
3	AWC BENEFITS STANDARD LIFE INS	000000000	50.40
4	CITY OF SNOQUALMIE	000061175	1,512.42
5	Dept of Retirement Syst.-PERS	000000000	94,850.94
6	Dept. of Labor & Industries	000061176	27,434.09
7	Dept. of Retirement Syst.- DCP	000000000	61,519.00
8	Dept. of Retirement Syst.- PSERS	000000000	1,626.98
9	Dept. of Retirement Syst.-LEOFF	000000000	57,255.94
10	DiMartino Associates	000061177	472.50
11	Employment Security Dept.	000061178	2,095.45
12	Employment Security Dept.	000061179	8,469.45
13	IAFF Firepac-Political Affairs Dept.	000061180	4.18
14	IAFF LOCAL #2878	000061181	2,917.26
15	ICMA Retirement Trust -303907	000000000	9,536.00
16	IRS-Payroll EFTPS	000000000	264,229.15
17	NWFFT TRUST	000061182	24,290.89
18	Office of Support Enforcement - DSHS	000000000	2,044.91
19	Snoqualmie Police Association	000061183	1,700.00
20	Teamsters Local Union #763	000061184	3,261.00
21	Voya Institutional Trust Company	000061185	450.00
22	Western States Police Medical Trust	000061186	977.50
23	WSCFF	000061187	975.00
		Page Total:	$734,988.27
		Grand Total:	$734,988.27

Accounts Payable

Check Detail

User: THolden
Printed: 05/01/2023 - 12:27PM

Check Number	Check Date	Amount

90110 - AFLAC Line Item Account

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 AFLAC-Pre Tax	631-00-000-231-50-19-000	78.13
Inv Total			78.13
0 Total:			78.13
90110 - AFLAC Total:			78.13

90000 - AWC BENEFITS Line Item Account

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 AWC Long Term Disability	631-00-000-231-50-14-000	882.07
04/27/2023	PR Batch 00002.04.2023 AWC-Medical Benefits/HF 500	631-00-000-231-50-14-000	36,036.62
04/27/2023	PR Batch 00002.04.2023 AWC Medical Benefits Employee	631-00-000-231-50-14-000	350.28
04/27/2023	PR Batch 00002.04.2023 AWC Dental Benefits Employee	631-00-000-231-50-14-000	22.30
04/27/2023	PR Batch 00002.04.2023 AWC Long Term Disab. Employee	631-00-000-231-50-14-000	5.41
04/27/2023	PR Batch 00002.04.2023 AWC Life Insurance Employee	631-00-000-231-50-14-000	4.80
04/27/2023	PR Batch 00002.04.2023 AWC-Vision	631-00-000-231-50-14-000	1,854.37
04/27/2023	PR Batch 00002.04.2023 AWC-Dental Benefits	631-00-000-231-50-14-000	12,549.64
04/27/2023	PR Batch 00002.04.2023 AWC-Vision Employee	631-00-000-231-50-14-000	3.81
04/27/2023	PR Batch 00002.04.2023 AWC - Medical Benefits/HF 250	631-00-000-231-50-14-000	112,003.12
04/27/2023	PR Batch 00002.04.2023 AWC-Life Insurance Police	631-00-000-231-50-14-000	900.00
04/27/2023	PR Batch 00002.04.2023 AWC Life Insurance	631-00-000-231-50-14-000	527.70
04/27/2023	PR Batch 00002.04.2023 Kaiser Medical Benefits/200	631-00-000-231-50-14-000	2,276.38
Inv Total			167,416.50

Inv 04-2023

Line Item Date	Line Item Description	Line Item Account	
04/28/2023	Edmund Crosson Medical Premium	001-08-009-521-22-22-400	1,820.58
Inv 04-2023 Total			1,820.58
0 Total:			169,237.08
90000 - AWC BENEFITS Total:			169,237.08

90005 - AWC BENEFITS STANDARD LIFE INS Line Item Account

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 AWC-Employee Pd Life Addt'l	631-00-000-231-50-14-000	50.40
Inv Total			50.40
0 Total:			50.40
90005 - AWC BENEFITS STANDARD LIFE INS Total:			50.40

90099 - CITY OF SNOQUALMIE Line Item Account

61175 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 FSA	631-00-000-231-50-15-000	1,512.42
Inv Total			1,512.42
61175 Total:			1,512.42
90099 - CITY OF SNOQUALMIE Total:			1,512.42

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

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 PERS 3 Employee	631-00-000-231-50-16-000	5,756.53
04/27/2023	PR Batch 00002.04.2023 PERS 3 Employer	631-00-000-231-50-16-000	8,176.27
04/27/2023	PR Batch 00002.04.2023 PERS 2 Employer	631-00-000-231-50-16-000	49,905.11
04/27/2023	PR Batch 00002.04.2023 PERS2 Employee	631-00-000-231-50-16-000	31,013.03
Inv Total			94,850.94
0 Total:			94,850.94
90070 - Dept of Retirement Syst.-PERS Total:			94,850.94

90010 - Dept. of Labor & Industries Line Item Account

61176 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 L&I Employer	631-00-000-231-50-73-000	22,703.96
04/27/2023	PR Batch 00002.04.2023 L&I Employee	631-00-000-231-50-73-000	4,730.13
Inv Total			27,434.09

61176 Total: 27,434.09

90010 - Dept. of Labor & Industries Total: 27,434.09

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

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 DCP Employee	631-00-000-231-50-19-000	46,222.00
04/27/2023	PR Batch 00002.04.2023 DCP-Employer-Supplement	631-00-000-231-50-19-000	2,965.00
04/27/2023	PR Batch 00002.04.2023 DCP-Employer	631-00-000-231-50-19-000	12,332.00
Inv Total			61,519.00

0 Total: 61,519.00

90105 - Dept. of Retirement Syst.- DCP Total: 61,519.00

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

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 PSERS Employee	631-00-000-231-50-16-000	623.22
04/27/2023	PR Batch 00002.04.2023 PSERS Employer	631-00-000-231-50-16-000	1,003.76
Inv Total			1,626.98

0 Total: 1,626.98

90075 - Dept. of Retirement Syst.- PSERS Total: 1,626.98

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

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 LEOFF 2 Employee	631-00-000-231-50-16-000	35,314.04
04/27/2023	PR Batch 00002.04.2023 LEOFF 2 Employer	631-00-000-231-50-16-000	21,941.90
Inv Total			57,255.94

0 Total: 57,255.94

90030 - Dept. of Retirement Syst.-LEOFF Total: 57,255.94

90300 - DiMartino Associates Line Item Account

Check Number	Check Date	A

61177 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 Brown & Brown DBA DiMartino	631-00-000-231-50-14-000	472.50
Inv Total			472.50

61177 Total: 472.50

90300 - DiMartino Associates Total: 472.50

90020 - Employment Security Dept. Line Item Account

61178 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 Emp Sec- Unemployment Tax	631-00-000-231-50-50-000	2,095.45
Inv Total			2,095.45

61178 Total: 2,095.45

61179 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 WA Paid Fam. & Med. Leave	631-00-000-231-50-32-000	6,162.39
04/27/2023	PR Batch 00002.04.2023 WA Paid Fam. & Med. Leave	631-00-000-231-50-32-000	2,307.06
Inv Total			8,469.45

61179 Total: 8,469.45

90022 - Employment Security Dept. Total: 10,564.90

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

61180 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 IAFF-FirePac	631-00-000-231-50-50-000	4.18
Inv Total			4.18

61180 Total: 4.18

90035 - IAFF Firepac-Political Affairs Dept. Total: 4.18

90045 - IAFF LOCAL #2878 Line Item Account

61181 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 IAFF-Local 2878 Fire	631-00-000-231-50-21-000	2,917.26
Inv Total			2,917.26

61181 Total: 2,917.26

90045 - IAFF LOCAL #2878 Total: 2,917.26

90100 - ICMA Retirement Trust -303907 Line Item Account

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 ICMA-Employer	631-00-000-231-50-19-000	1,875.00
04/27/2023	PR Batch 00002.04.2023 ICMA-Employee	631-00-000-231-50-19-000	7,411.00
04/27/2023	PR Batch 00002.04.2023 ICMA-Employer Supplement	631-00-000-231-50-19-000	250.00
Inv Total			9,536.00

0 Total: 9,536.00

90100 - ICMA Retirement Trust -303907 Total: 9,536.00

90085 - IRS-Payroll EFTPS Line Item Account

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 Medicare Employer	631-00-000-231-50-27-000	15,334.02
04/27/2023	PR Batch 00002.04.2023 FICA Employer	631-00-000-231-50-27-000	55,033.33
04/27/2023	PR Batch 00002.04.2023 FICA Employee	631-00-000-231-50-27-000	55,033.33
04/27/2023	PR Batch 00002.04.2023 Medicare Employee	631-00-000-231-50-27-000	15,334.02
04/27/2023	PR Batch 00002.04.2023 Federal Income Tax	631-00-000-231-50-27-000	122,754.45
04/27/2023	PR Batch 00002.04.2023 Imputed Income Tax	631-00-000-231-50-50-000	740.00
Inv Total			264,229.15

0 Total: 264,229.15

90085 - IRS-Payroll EFTPS Total: 264,229.15

90310 - NWFFT TRUST Line Item Account

61182 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 Medical/Vision Benefits	631-00-000-231-50-14-000	22,180.00
04/27/2023	PR Batch 00002.04.2023 Dental Benefits	631-00-000-231-50-14-000	2,110.89

Inv Total			24,290.89
61182 Total:			24,290.89
90310 - NWFFT TRUST Total:			24,290.89

90060 - Office of Support Enforcement - DSHS Line Item Account

0 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 Child Support	631-00-000-231-50-30-000	2,044.91
Inv Total			2,044.91
0 Total:			2,044.91
90060 - Office of Support Enforcement - DSHS Total:			2,044.91

90180 - Snoqualmie Police Association Line Item Account

61183 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 Police Union Dues	631-00-000-231-50-21-000	1,700.00
Inv Total			1,700.00
61183 Total:			1,700.00
90180 - Snoqualmie Police Association Total:			1,700.00

90040 - Teamsters Local Union #763 Line Item Account

61184 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 Teamsters Union Dues	631-00-000-231-50-21-000	3,261.00
Inv Total			3,261.00
61184 Total:			3,261.00
90040 - Teamsters Local Union #763 Total:			3,261.00

90095 - Voya Institutional Trust Company Line Item Account

61185 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account

04/27/2023	PR Batch 00002.04.2023 Voya-Employer	631-00-000-231-50-19-000	200.00
04/27/2023	PR Batch 00002.04.2023 Voya-Employee	631-00-000-231-50-19-000	250.00
Inv Total			450.00
61185 Total:			450.00

90095 - Voya Institutional Trust Company Total: 450.00

90400 - Western States Police Medical Trust Line Item Account

61186 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 W States Police Medical Trust	631-00-000-231-50-17-000	977.50
Inv Total			977.50
61186 Total:			977.50

90400 - Western States Police Medical Trust Total: 977.50

90120 - WSCFF Line Item Account

61187 04/28/2023

Inv

Line Item Date	Line Item Description	Line Item Account	
04/27/2023	PR Batch 00002.04.2023 WSCFF-BENEFIT TRUST FF ER	631-00-000-231-50-22-000	975.00
Inv Total			975.00
61187 Total:			975.00

90120 - WSCFF Total: 975.00

Total: 734,988.27

Payroll

Blanket Voucher Document

Claims presented to the City to be paid on 4/28/2023 in the amount of $ *570,822.96*

which includes claim warrants numbered - through -,

totaling $ *0.00*, and direct deposits totaling $ *570,822.96*.

Payroll

ACH Check Register

User: 'THolden'
Printed: 04/27/2023 - 2:54PM
Batch: 00002.04.2023 - EOM 4/30/2023
Include Partial: TRUE

Check Date	Check Number	Partial ACH	Employee Name	Amount
04/28/2023	0	False	Michael Sauerwein	10,411.82
04/28/2023	0	False	James Mayhew	824.89
04/28/2023	0	False	Bryan Holloway	916.66
04/28/2023	0	False	Louis Washington	824.89
04/28/2023	0	False	Ethan Benson	824.89
04/28/2023	0	False	Jolyon Johnson	824.89
04/28/2023	0	False	Robert Wotton	674.89
04/28/2023	0	False	Cara Christensen	824.89
04/28/2023	0	False	Katherine Ross	3,874.48
04/28/2023	0	False	Reina McCauley	2,102.73
04/28/2023	0	False	Bob Sterbank	24,239.53
04/28/2023	0	False	Anna Astrakhan	1,988.08
04/28/2023	0	False	Deana Dean	4,488.04
04/28/2023	0	False	Tania Holden	4,776.47
04/28/2023	0	False	Jimmie Betts Jr.	3,934.30
04/28/2023	0	False	Brendon Ecker	1,852.42
04/28/2023	0	False	Andrew Latham	5,191.34
04/28/2023	0	False	Sarah Reeder	3,926.05
04/28/2023	0	False	Christopher Miller	3,102.56
04/28/2023	0	False	Andrew Bouta	6,660.41
04/28/2023	0	False	Samantha Brumfield	3,216.28
04/28/2023	0	False	Kimberly Johnson	5,775.28
04/28/2023	0	False	Nicole Wiebe	5,059.82
04/28/2023	0	False	Jennifer Ferguson	7,656.92
04/28/2023	0	False	Carson Hornsby	5,506.98
04/28/2023	0	False	Krista Hintz	5,583.81
04/28/2023	0	False	Debbie Kinsman	2,515.36
04/28/2023	0	False	Heather Florida	4,118.22
04/28/2023	0	False	Gerald Knutsen	6,094.03
04/28/2023	0	False	Kyla Henderson	3,312.42
04/28/2023	0	False	Janna Walker	2,630.29
04/28/2023	0	False	Tami Wood	4,686.97
04/28/2023	0	False	Gail Folkins	2,822.69
04/28/2023	0	False	Danna McCall	3,400.45
04/28/2023	0	False	Brian Lynch	5,534.64
04/28/2023	0	False	Scott Bruton	4,107.60
04/28/2023	0	False	Melinda Black	2,733.80
04/28/2023	0	False	Stephanie Butler	3,141.77
04/28/2023	0	False	Austin Gutwein	5,119.23
04/28/2023	0	False	Joseph Spears	2,931.57
04/28/2023	0	False	Drew Ward	2,809.87
04/28/2023	0	False	Michael Peter	2,352.97
04/28/2023	0	False	Pamela Mandery	4,466.99
04/28/2023	0	False	James Aguirre	4,055.74
04/28/2023	0	False	Ricardo Velasquez	3,978.43
04/28/2023	0	False	Michael Liebetrau	1,242.73

04/28/2023	0	False	Deanna Patterson	3,712.18
04/28/2023	0	False	Craig Miller	8,945.93
04/28/2023	0	False	Daniel Moate	9,832.18
04/28/2023	0	False	Perry Phipps	10,144.17
04/28/2023	0	False	Joseph Meadows	2,724.49
04/28/2023	0	False	Cory Hendricks	5,476.61
04/28/2023	0	False	Nicholas Schulgen	3,023.66
04/28/2023	0	False	David Doucett	5,357.20
04/28/2023	0	False	Chase Smith	5,099.55
04/28/2023	0	False	Kim Stonebraker-W	4,288.74
04/28/2023	0	False	James Kaae	7,034.25
04/28/2023	0	False	Jason Weiss	7,123.59
04/28/2023	0	False	Nigel Draveling	7,342.04
04/28/2023	0	False	Dmitriy Vladis	4,470.69
04/28/2023	0	False	Christopher Werre	7,582.49
04/28/2023	0	False	Philip Bennett	7,708.36
04/28/2023	0	False	Jordan Jolley	2,516.39
04/28/2023	0	False	Justin Ren	5,200.81
04/28/2023	0	False	Jason Battles	4,047.96
04/28/2023	0	False	Neil MacVicar	3,003.54
04/28/2023	0	False	Jorge Orozco	6,309.43
04/28/2023	0	False	Ryan Barnet	3,646.00
04/28/2023	0	False	Michael Chambless	5,609.45
04/28/2023	0	False	Kevin Aspy	3,243.38
04/28/2023	0	False	Lyle Beach	10,354.76
04/28/2023	0	False	Patrick Fry	4,350.97
04/28/2023	0	False	Jeffrey Hamlin	7,363.11
04/28/2023	0	False	Andrew Vining	3,735.60
04/28/2023	0	False	Hind Ahmed	3,644.85
04/28/2023	0	False	Thomas Holmes	8,928.72
04/28/2023	0	False	Alec Bagley	2,137.14
04/28/2023	0	False	Joan Quade	2,736.13
04/28/2023	0	False	Ryan Dalziel	3,767.93
04/28/2023	0	False	Jason George	9,067.05
04/28/2023	0	False	Kevin Halbert	3,282.20
04/28/2023	0	False	Timothy Barrett	3,165.89
04/28/2023	0	False	Donald Harris	8,215.14
04/28/2023	0	False	Kevin Snyder	4,783.62
04/28/2023	0	False	Kenneth Knowles	6,017.44
04/28/2023	0	False	Christopher Wilson	2,453.99
04/28/2023	0	False	Todd Shinn	5,104.77
04/28/2023	0	False	Matthew Hedger	5,606.49
04/28/2023	0	False	John Cooper	6,062.83
04/28/2023	0	False	Emily Arteche	8,924.19
04/28/2023	0	False	David Goodman	4,832.42
04/28/2023	0	False	Ashley Wragge	3,847.63
04/28/2023	0	False	Ilyse Treptow	3,868.68
04/28/2023	0	False	Jonathan Kesler	6,935.19
04/28/2023	0	False	Rebecca Buelna	3,504.43
04/28/2023	0	False	Dylan Gamble	3,574.39
04/28/2023	0	False	Michael Bailey	7,057.25
04/28/2023	0	False	Jessica Rellamas	2,388.93
04/28/2023	0	False	Tylor Fischer	3,698.88
04/28/2023	0	False	Zachary Schumann	5,182.12
04/28/2023	0	False	Mark Correira	8,586.69
04/28/2023	0	False	Jacob Fouts	11,727.52
04/28/2023	0	False	Darby Summers	5,679.74
04/28/2023	0	False	Theresa Tozier	6,894.77

04/28/2023	0	False	Gregory Heath	4,357.04
04/28/2023	0	False	Albert Wolfe	7,388.73
04/28/2023	0	False	Nicholas Lathrop	6,105.71
04/28/2023	0	False	Matthew West	8,108.72
04/28/2023	0	False	William Wisham	10,715.21
04/28/2023	0	False	Robert Lasswell	9,099.21
04/28/2023	0	False	Benjamin Parker	7,751.88
04/28/2023	0	False	Peter O'Donnell	9,252.82
				0.00
				570,822.96
		Total Employees:	112	570,822.96

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-064
May 22, 2023
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB23-064: Resolution No. 1648 Awarding a Public Works Contract to CPM Development Corporation DBA ICON Materials, Inc for the 2023 Overlay Project	☐ Discussion Only ☒ Action Needed:
PROPOSED ACTION:	Adopt Resolution No. 1648 Awarding a Public Works Contract to CPM Development Corporation DBA ICON Materials, Inc for the 2023 Overlay Project	☐ Motion ☐ Ordinance ☒ Resolution

REVIEW:	Department Director	Mike Chambless	5/8/2023
	Finance	Janna Walker	5/9/2023
	Legal	Anna Astrakhan	5/8/2022
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Parks & Public Works	
STAFF:	Hind Ahmed	
COMMITTEE:	Parks & Public Works	**COMMITTEE DATE:** May 16, 2023
MEMBERS:	Ethan Benson Bryan Holloway Jo Johnson	
EXHIBITS:	1. AB23-064x1a (Res. No. 1648) 2. AB23-064x1b (Contract) 3. AB23-064x2 (Bid Tab) 4. AB23-064x3 (CIP) 5. AB23-064x4 (Paving Locations)	

AMOUNT OF EXPENDITURE	$ 622,095
AMOUNT BUDGETED	$ 1,165,000
APPROPRIATION REQUESTED	$ 0

SUMMARY

SUMMARY STATEMENT

This Agenda Bill seeks approval to award a public works contract to CPM Development Corporation DBA ICON Materials, Inc. for the 2023 Street Overlay Project, and authorize the mayor to sign the contract. The 2023 Overlay Project includes grind and overlay of a portion of Tokul Rd, portion of Stone Quarry, SE Mountain Avenue, and a portion of Mill Pond Rd.

BACKGROUND

The City of Snoqualmie's 2023-2028 Capital Improvement Plan (CIP) includes the street resurfacing Program, which rehabilitate City streets and alleys before they require extensive reconstruction.

This project is part of the street resurfacing program and includes a 2-inch grind and overlay of a portion of Tokul Road, Stone Quarry Road, all of SE Mountain Avenue and a portion of Mill Pond Road. Work will also include full depth repair sections on Mill Pond Rd.

Streets receiving treatment were selected based on their current Pavement Condition Index (PCI) as part of determined in City Pavement Management Plan.

The 2023 Overlay Project was advertised to contractors for bid on April 11th, 2023, and was closed on May 2nd, 2023. A total of five bids were received. The low bid came from CPM Development Corporation DBA ICON Materials Inc. with a total of $622,095.

Therefore, Parks and Public Works requests that the City Council adopt Resolution No. 1648, awarding a public works contract to CPM Development Corporation DBA ICON Materials, Inc. for the construction of the 2023 Overlay Project, and authorize the mayor to sign the construction contract attached as Exhibit b to the Resolution.

BUDGET IMPACTS

Administration recommends approving a contract with CPM Development Corporation DBA ICON Materials, Inc. in the amount of $622,095 to grind and overlay the streets described above as part of the Street Resurfacing Program. This program is incorporated in the 2023-2028 Capital Improvement Plan (CIP) (See Exhibit #4). The 2023-24 Budget appropriates $1,165,000 for this and other similar work through the Street Resurfacing Program. Currently, nothing has been spent in the current biennium nor are there any outstanding contracts in the resurfacing program. With the addition of the CPM Development Corporation DBA ICON Materials, Inc. contract, the remaining Biennial Budget appropriation is $542,905. Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget (Non-Utilities Capital Fund #310) to fund the contract.

Street Resurfacing Program

		2023-2024 Biennial Budget
Beginning Budget	$	1,165,000
Expenditures	$	-
Outstanding Contract Value *(Previously Approved)*	$	-
Current Available Budget	$	1,165,000
Value of this Contract *(AB23-064)*	$	(622,095)
Available Budget after AB23-064	$	542,905

NEXT STEPS (FUTURE TASKS)

Following Council approval staff will work with the Mayor to execute the final contract agreement with CPM Development Corporation DBA ICON Materials, Inc. Construction of the 2023 Overlay project will then commence and be completed by October 2023.

RECOMMENDED ACTION

Move to adopt Resolution No. 1648 Awarding a Public Works Contract to ICON Materials, Inc. for construction of the 2023 Overlay Project, and authorize the Mayor to sign.

RESOLUTION NO. 1648

A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON DETERMINING THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER, AWARDING A PUBLIC WORKS CONTRACT TO AND AUTHORIZING EXECUTION OF A PUBLIC WORKS CONTRACT WITH CPM DEVELOPMENT CORPORATION DBA ICON MATERIALS FOR THE 2023 OVERLAY PROJECT.

WHEREAS, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

WHEREAS, pursuant to RCW 35A.40.210, procedures for any public work or improvement for code cities shall be governed by RCW 35.23.352; and

WHEREAS, on April 11, 2023, the city advertised the 2023 Overlay Project ("the Project") for bid; and

WHEREAS, the City received a total of five bids; and

WHEREAS, the bid of $622,095.00 (including sales tax) from CPM Development Corporation DBA ICON Materials was the lowest responsive, responsible bid; and

WHEREAS, City staff has checked references and otherwise determined that CPM Development Corporation DBA ICON Materials meets the mandatory bidder responsibility criteria established under RCW 39.04.350 and 39.06.020, and the supplemental bidder responsibility criteria in Section 00 04 00 of the contract documents; and

WHEREAS, the Parks and Public Works Director and City Staff recommend award of this contract to CPM Development Corporation DBA ICON Materials as the lowest responsive, responsible bidder;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:

Section 1. Determination of Lowest Responsive, Responsible Bidder. Based on the foregoing recitals, which are hereby incorporated as findings of fact, CPM Development Corporation DBA ICON Materials is the lowest, responsive, responsible bidder for the 2023 Overlay Project.

Section 2. Award of Public Works Contract. The contract for 2023 Overlay Project is hereby awarded to CPM Development Corporation DBA ICON Materials in accordance with its bid proposal.

Section 3. Authorization for Contract Execution. The Mayor is authorized to execute a contract with CPM Development Corporation DBA ICON Materials in substantially the form attached hereto as Exhibit A.

Passed, by the City Council of the City of Snoqualmie, Washington, this 22nd day of May 2023.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Approved as to form:

_____
City Attorney

Section 00 05 00

AGREEMENT

[2023 OVERLAY PROJECT]

THIS AGREEMENT is made on this _____, 2023 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and CPM Development Corporation DBA ICON Materials, ("Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work (the "Work"), all in full compliance with the contract documents entitled 2023 Overlay Project, which include this Agreement (Section 00 05 00); Contractor's executed Form of Bid and Bid Schedule (Section 00 03 00), executed Performance and Payment Bond (Section 00 04 20), executed Retainage Forms (Section 00 05 10); General Terms and Conditions (00 07 00), those portions of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, 2023 edition specifically incorporated by reference and/or modified herein, Technical Provisions, Addenda 1, and any project drawings or plans.
2. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the above-described Work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents, including the schedule of estimated quantities, and unit and lump sum prices in the Form of Bid, the sum of $ 622,095.00, subject to the actual quantity of Work performed, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor hereby promises and agrees to diligently prosecute and obtain Substantial Completion of the Work within 25 working days (the "Contract Time"), and to obtain Physical Completion and Final Acceptance of the Work within the time and as specified in the Contract Documents. The Contractor agrees that Liquidated Damages shall be assessed in the amount of $1,300 per day for any failure to complete the Work within the Contract Time, for any failure to meet a Contract Milestone, and for any failure to achieve Physical Completion and Final Acceptance within the time and as required in the Contract Documents.
4. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. The City hereby appoints and the Contractor hereby accepts the Parks & Public Works Director, as the City's representative for the purpose of administering the provisions of this Contract, including the City's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor.
6. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.

7. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
8. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the City. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
9. The parties intend that an independent Contractor-City relationship will be created by this Contract. The City is interested only in the results to be achieved, and the implementation of the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the City and shall be subject to the general rights of inspection and review to secure the satisfactory completion thereof.
10. The Contractor agrees and covenants to indemnify, defend, and save harmless, the City and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence. The Contractor expressly waives, as respects the City only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE OWNER AND CONTRACTOR CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.
11. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in King County, Washington.

12. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
13. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
14. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
15. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

CITY OF SNOQUALMIE ("CITY")	_____ [CONTRACTOR]
By _____	By _____
Typed Name:Katherine Ross_____	Typed Name _____
Its: Mayor_____	Its _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Date: _____	Date: _____
	WA Contractor's License No. _____

				Engineer Estimate		ICON Materials		Watson Asphalt Paving		Lakeside Industries		Becker Blacktop LLC		Tucci & sons	
Item No.	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**
1	Mobilization	LS	1	53,000.00	$53,000	29,000.00	$29,000	27,900.00	$27,900	48,210.00	$48,210	50,000.00	$50,000	32,850.00	$32,850
2	Unexpected Site Changes	EST	1	30,000.00	$30,000	30,000.00	$30,000	30,000.00	$30,000	30,000.00	$30,000	30,000.00	$30,000	30,000.00	$30,000
3	SPCC Plan	LS	1	2,000.00	$2,000	230.00	$230	250.00	$250	250.00	$250	1,000.00	$1,000	250.00	$250
4	Project Temporary Traffic Control	LS	1	25,000.00	$25,000	37,000.00	$37,000	37,800.00	$37,800	37,500.00	$37,500	20,000.00	$20,000	58,000.00	$58,000
5	Planing Bituminous Pavement	SY	23,000	7.00	$161,000	3.77	$86,710	3.60	$82,800	3.85	$88,550	7.00	$161,000	6.00	$138,000
6	HMA Cl. ½-inch PG 64-22	TON	3200	130.00	$416,000	97.10	$310,720	114.00	$364,800	112.00	$358,400	100.00	$320,000	127.00	$406,400
7	Crushed Surfacing Top Course	TON	75	55.00	$4,125	74.00	$5,550	75.00	$5,625	45.00	$3,375	100.00	$7,500	50.00	$3,750
8	Pavement Repair Excavation Incl. Haul	CY	60	120.00	$7,200	166.00	$9,960	70.00	$4,200	200.00	$12,000	250.00	$15,000	500.00	$30,000
10	Plastic Stop Line	LF	12	12.00	$144	114.00	$1,368	15.00	$180	115.00	$1,380	100.00	$1,200	118.00	$1,416
11	Painted Edge Line - White	LF	12000	2.00	$24,000	0.31	$3,720	0.60	$7,200	0.30	$3,600	1.00	$12,000	0.32	$3,840
12	Painted Centerline (Solid, Double Yellow)	LF	6000	3.00	$18,000	0.31	$1,860	0.80	$4,800	0.30	$1,800	0.50	$3,000	0.32	$1,920
13	Plastic Railroad Crossing Symbol	EA	1	2,000.00	$2,000	1,950.00	$1,950	650.00	$650	1,950.00	$1,950	2,500.00	$2,500	2,000.00	$2,000
14	Crushed Surfacing Base Course	TON	10	55.00	$550	95.50	$955	75.00	$750	50.00	$500	200.00	$2,000	50.00	$500
			Subtotal Bid Price		**$743,019.00**		**$519,023.00**		**$566,955.00**		**$587,515.00**		**$625,200.00**		**$708,926.00**

Additive Bid Items (Mountain Ave)

				Engineer Estimate		ICON Materials		Watson Asphalt Paving		Lakeside Industries		Becker Blacktop LLC		Tucci & sons	
Item No.	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**	**Unit Price**	**Total Amount**
1	Unexpected Site Changes	EST	1	10,000.00	$10,000	10,000.00	$10,000	10,000.00	$10,000	10,000.00	$10,000	10,000.00	$10,000	10,000.00	$10,000
2	Planing Bituminous Pavement	SY	3000	7.00	$21,000	6.77	$20,310	4.20	$12,600	6.00	$18,000	5.00	$15,000	8.00	$24,000
3	HMA Cl. ½-inch PG 64-22	TON	500	130.00	$65,000	110.00	$55,000	120.00	$60,000	120.00	$60,000	50.00	$25,000	146.00	$73,000
4	Plastic Crosswalk Line	SF	250	10.00	$2,500	8.00	$2,000	7.00	$1,750	8.00	$2,000	10.00	$2,500	8.25	$2,063
5	Plastic Stop Line	LF	12	12.00	$144	13.50	$162	15.00	$180	13.75	$165	100.00	$1,200	14.00	$168
6	**Temporary Traffic Control**	**LS**	**1**	10,000.00	$10,000	9,900.00	$9,900	6,700.00	$6,700	9,800.00	$9,800	10,000.00	$10,000	15,000.00	$15,000
7	**Mobilization**	**LS**	**1**	7,000.00	$7,000	5,700.00	$5,700	4,000.00	$4,000	10,000.00	$10,000	10,000.00	$10,000	9,000.00	$9,000
			Subtotal Bid Price		$115,644.00		**$103,072.00**		**$95,230.00**		**$109,965**		**$73,700.00**		**$133,230.50**
			Total Bid Price		$858,663										
			Contingency 10%		$85,866.30										
			Estimated Project cost		**$944,529.30**		**$622,095.00**		**$662,185.00**		**$697,480.00**		**$698,900.00**		**$842,156.50**

TRANSPORTATION CAPITAL PROJECT OR PROGRAM

STREET RESURFACING PROGRAM

CIP Project ID: TRN20001CIP
Department: Transportation
Project Status: Other
Project Location: Multiple Locations
Project Contact: Michael Chambless

Current Program Budget: $3,527,000
Years Project in CIP: Ongoing Capital Program
Contact Email: mchambless@snoqualmiewa.gov

Description:

Streets and alleys deteriorate as they age. Consequently, the goal of this program is to rehabilitate City streets and alleys in a comprehensive and systematic way before they require extensive reconstruction. The City of Snoqualmie intends to resurface streets based on their pavement condition score and use the most appropriate street treatment (slurry seal, chip seal, microsurfacing, asphalt overlay, etc.) in any given situation.

Photo or Map:



Community Impact:

The intent of this program is to preserve the condition of streets and alleys consistent with City of Snoqualmie standards. The ongoing resurfacing of streets will help to maintain even traffic circulation and reduce the long-term cost of major reconstruction by extending the life of the City's transportation system.

Operating Impact:

Staff believes that the ongoing provision of this program may reduce the amount of supplies needed annually to pothole patch and crack seal streets.

Budget:

Project Activities	*% of Budg.*	*Total Activity Budget*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*	*2029 or Beyond*
Analysis	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	This capital program is anticipated to continue indefinitely into the future.
Design	4%	$ 150,740	$ 27,852	$ 22,974	$ 24,523	$ 24,901	$ 24,677	$ 25,814	
Construction	85%	$ 3,014,806	$ 557,041	$ 459,480	$ 490,451	$ 498,011	$ 493,548	$ 516,275	
Const. Manage	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Contingency	4%	$ 150,740	$ 27,852	$ 22,974	$ 24,523	$ 24,901	$ 24,677	$ 25,814	
Art	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Labor	6%	$ 210,713	$ 22,755	$ 24,072	$ 28,504	$ 35,188	$ 55,097	$ 45,097	
Other	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TOTAL	100%	$ 3,527,000	$ 635,500	$ 529,500	$ 568,000	$ 583,000	$ 598,000	$ 613,000	
Operating		$ (18,500)	$ (2,000)	$ (2,200)	$ (2,500)	$ (3,000)	$ (3,800)	$ (5,000)	

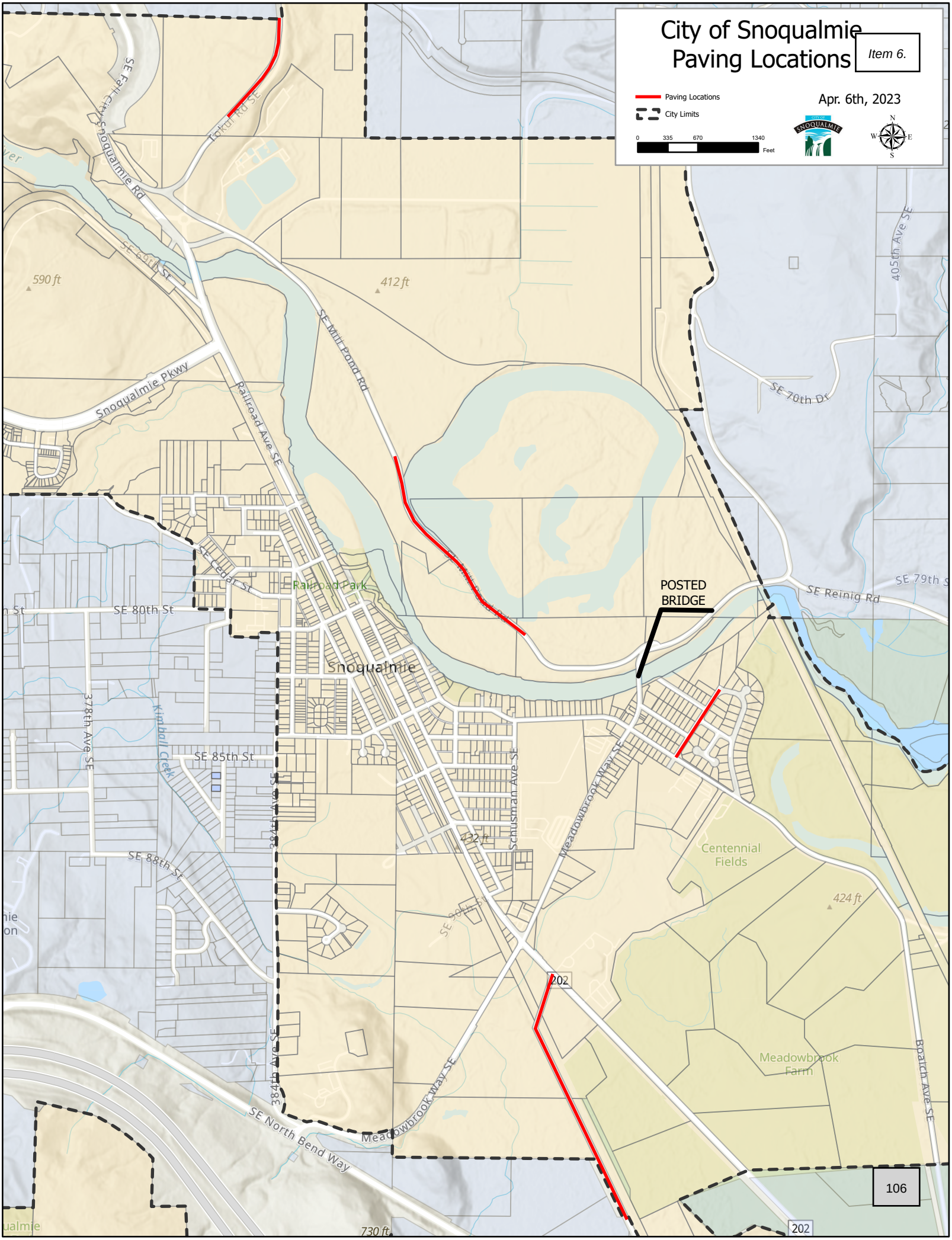
TOTAL PROJECT BUDGET: $3,527,000
TOTAL OPERATING BUDGET: -$18,500

Anticipated Funding Mix:

Source	*Total Sources*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*
Util. & Trans. Taxes	$ 3,443,000	$ 635,500	$ 445,500	$ 568,000	$ 583,000	$ 598,000	$ 613,000
Sales Tax	$ 84,000	$ -	$ 84,000	$ -	$ -	$ -	$ -
TOTAL	$ 3,527,000	$ 635,500	$ 529,500	$ 568,000	$ 583,000	$ 598,000	$ 613,000

TOTAL FUNDING SOURCES: $3,527,000
FUTURE FUNDING REQUIREMENTS: $0

Fiscal Notes:


City of Snoqualmie
Paving Locations
Item 6.
Paving Locations
City Limits
Apr. 6th, 2023
0 335 670 1340
Feet
N
W E
S
POSTED
BRIDGE
Snoqualmie
Railroad Park
Centennial
Fields
Meadowbrook
Farm
SE 80th St
SE 85th St
SE 88th St
SE 79th St
SE Reinig Rd
SE 70th Dr
SE North Bend Way
Snoqualmie Pkwy
Railroad Ave SE
SE Mill Pond Rd
SE Cedar St
Meadowbrook Way SE
Schusman Ave SE
384th Ave SE
378th Ave SE
405th Ave SE
Boalch Ave SE
Tokul Rd SE
Snoqualmie Rd
SE Fork Cir
Kimball Creek
590 ft
412 ft
432 ft
424 ft
730 ft
202
106

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-071
May 22, 2023
Consent Agenda

AGENDA BILL INFORMATION

TITLE:	AB23-071: Resolution No. 1650 Authorizing the Purchase of Server Equipment & Installation with IVOXY Consulting	☐ Discussion Only ☒ Action Needed:
PROPOSED ACTION:	Resolution No. 1650 Authorizing the Purchase of Server Equipment & Server Installation IVOXY Consulting	☐ Motion ☐ Ordinance ☒ Resolution

REVIEW:	Department Director/Peer	Jen Ferguson	5/11/2023
	Finance	Drew Bouta	5/11/2023
	Legal	Outside Counsel	Click or tap to enter a date.
	City Administrator	Michael Chambless	5/12/2023

DEPARTMENT:	Finance & Human Resources	
STAFF:	Drew Bouta, Budget Manager	
COMMITTEE:	Finance & Administration	**COMMITTEE DATE:** May 16, 2023
	Bryan Holloway James Mayhew Louis Washington	
EXHIBITS:	1. Resolution No. 1650 2. Department of Enterprise Services Documents 3. Scope of Services with IVOXY 4. Purchase Orders with IVOXY	

AMOUNT OF EXPENDITURE	$ 70,334.34
AMOUNT BUDGETED	$ n/a
APPROPRIATION REQUESTED	$ 70,334.34

SUMMARY

Introduction

This agenda bill seeks approval of a contract with IVOXY Consulting for Purchase and replacement of City Servers (Storage Appliance) with NetApp servers and associated equipment. The existing servers have reached the end of their life span and are in need of replacement. IVOXY Consulting were selected using the Washington State Department of Enterprise Services Contracts.

BACKGROUND

The existing servers were installed in 2014 and have outlived their 7-8 year expected lifespan and are now in need of replacement. Having two servers located in two different locations allows for redundancy in the system. With both systems at the end of their usable lifespan, the benefits of the redundancy are lost and as

such both systems should be replaced. Purchasing both sites in unison allows for consistency in materials, installers and sequencing. Currently the servers are in degraded status and are no longer supported by the manufacturer due to the lifecycle period ending in 2021.

ANALYSIS

For the purchase of the server equipment and installation the City is using Washington State Department of Enterprise Services (DES) Contract 05815. The use of DES is consistent with the City's procurement policies under SMC 2.90.020 and has met the procurement requirements set forth in RCW 39.26. The City uses DES regularly for services such as the purchase of vehicles and janitorial services. The benefits of purchasing through DES include pre-qualification of vendors, streamlined procurement, and reduced pricing.

NetApp servers were selected by staff due to the compatibility with the existing servers to allow for seamless data transfer without any loss of critical data and minimize impact to staff.

Administration is recommending the approval of contracting with IVOXY for the purchase and subsequent installation of the server equipment to ensure that critical City services remain online without interruption.

BUDGET IMPACTS

Administration recommends approving a contract with IVOXY Consulting in the amount of $70,334 to replace two end-of-life servers with NetApp servers. There is no appropriation within the 2023-2024 Biennial Budget to replace the servers. Consequently, the City has prepared a budget amendment (AB23-068) in the amount of $200,000 to authorize funding for the replacement and any other critical upgrades within the server rooms/space. The source of funding for this contract and the proposed amendment is fund balance that has been set aside over time for the eventual replacement of shared capital systems.

NEXT STEPS

Following adoption of the resolution a contract agreement will be executed with IVOXY Consulting LLC and the Mayor. Following approval staff will work with IVOXY to install the new servers in a timely manner with minimal disruption to staff.

PROPOSED ACTION

Move to adopt Resolution No. 1650 Authorizing the Purchase of Server Equipment & Server Installation IVOXY Consulting.

RESOLUTION NO. 1650

A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON AWARDING A CONTRACT FOR CITY SERVER REPLACEMENT TO IVOXY CONSULTING, LLC

WHEREAS, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

WHEREAS, pursuant to RCW 39.34.030 and guidance from the Office of the Washington State Auditor, local government agencies may use another public agency's active contract for purchases of products, services or public works as long as the "awarding agency" follows its own bid requirements and posts the bid or solicitation notice on a website for purposes of public notice; and

WHEREAS, Snoqualmie Municipal Code Section 2.90.020 allows the purchase of materials, supplies and equipment (including capital equipment) through a purchasing cooperative; and

WHEREAS, the Washington State Department of Enterprise Services ("DES") is a public agency purchasing cooperative that provides centralized procurement services to its members, including the City of Snoqualmie; and

WHEREAS, the Information Technology Department selected IVOXY Consulting, LLC as the preferred vendor; and

WHEREAS, the DES purchasing cooperative has a contract with NetAPP for Computer Equipment awarded in response to Contract #05815 for the term October 1, 2015, through July 31, 2023; and

WHEREAS, the DES followed all procurement requirements in issuing Contract #05815 and posted the contract on its website for purpose of public notice; and

WHEREAS, the City Council of the City of Snoqualmie has determined that it is in the interest of the City and its residents to use the DES contract with IVOXY Consulting, LLC for the City Server Replacement Project,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:

Section 1. The purchase order contract for the City Server Replacement Project is awarded to IVOXY Consulting, LLC.

Section 2. The Mayor is authorized to execute a purchase order in the amount of $70,334.34 with IVOXY Consulting, LLC.

Passed, by the City Council of the City of Snoqualmie, Washington, this 22nd day of May 2023.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Approved as to form:

_____
City Attorney

The State of Minnesota

REQUEST FOR PROPOSAL

MINNESOTA WSCA-NASPO Master Agreement for:
Computer Equipment
(Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

STATE OF MINNESOTA

REQUEST FOR PROPOSAL (RFP)

COMPUTER EQUIPMENT: (DESKTOPS, LAPTOPS, TABLETS, SERVERS, STORAGE, RUGGEDIZED DEVICES INCLUDING RELATED PERIPHERALS & SERVICES)

DUE DATE:
~~ORIGINAL DUE DATE: November 18, 2013~~

REVISED DUE DATE: January 29, 2014

TIME: 3:00 P.M., CENTRAL TIME

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SECTION 1: SCOPE OF WORK

A. INTRODUCTION

The State of Minnesota, Department of Administration, Materials Management Division is requesting proposals on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO"). The purpose of this Request For Proposal (hereafter called the RFP) is to establish Minnesota WSCA-NASPO Master Agreement(s) with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including related Peripherals & Services).**

This RFP describes a relationship to be established between the Lead State and a responder and also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process. Detailed Contract obligations and measures of performance may be further defined in the final negotiated Contracts. The RFP shall not be construed to limit the Lead State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder.

Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified, at which time the names of the vendors responding to this RFP will be read. Late responses cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this RFP.

For the purpose of this RFP, there are six product bands identified below which may be awarded. Responders must only respond to Bands in which they manufacture the defined product. The State of Minnesota intends to establish multiple awards per band. The State of Minnesota reserves the right to eliminate any bands from the final award.

Band 1: Desktop
Band 2: Laptop
Band 3: Tablet
Band 4: Server
Band 5: Storage
Band 6: Ruggedized Devices

The Master Agreement(s) resulting from this RFP will replace the current State of Minnesota WSCA/NAPSO PC Contracts awarded in 2009. Information on these contracts is available at http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp.

All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreements, Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

This RFP will result in a Master Agreement. The Master Agreement contract terms will begin on the date of contract execution, to 24 months after the date of contract execution, with the option to extend up to 36 months, upon agreement by both parties. Participating States will have the option to participate and further refine their Terms and Conditions through a Participating Addendum.

B. OBJECTIVE

The objectives of this RFP are to:

- Obtain greater volume-based price discounts for quantity one purchases by leveraging the purchasing power of multiple states and their political subdivisions.
- Obtain competitive pricing for specific standard configurations through a Premium Saving Package (PSP) program
- Reduce contracting costs for each participating state through a cooperative competitive procurement process

Proposers will provide an initial discount for a quantity of one unit. Proposers are to base discounts on the collective volume of potential purchases by the numerous state and local government entities. The objective of the procurement is to consolidate spend for participating entities to receive highly competitive pricing at the quantity one unit. In Calendar Year 2012, there was approximately $2,249,935,555.39 of spend. Further bulk/quantity savings are obtained when additional quantities are requested. Participating States and political subdivisions are encouraged to continually re-compete and obtain quotes for further quantity discounts among the awarded vendors to obtain the lowest price.

The awarded Contract Vendors should realize significant savings by managing a single comprehensive Master Agreement establishing common terms, conditions, pricing and administrative structure.

C. WSCA-NASPO BACKGROUND INFORMATION

Since 1993, the Western States Contracting Alliance (WSCA) served as the primary cooperative purchasing arm of The National Association of State Procurement Officials (NASPO) and encouraged, fostered, and guided participating members to work collaboratively in an effort to create true procurement cooperatives.

NASPO has formed a subsidiary entity, the WSCA-NASPO Cooperative Purchasing Organization (WSCA-NASPO), LLC to manage its WSCA-NASPO national cooperative purchasing program. The LLC was formed in October of 2012 and began operating officially on January 1, 2013. A 21-member Management Board has been appointed to oversee the operations and activities of the new organization.

WSCA-NASPO represents a unified, nationally-focused cooperative purchasing program that will leverage the collective expertise and experience of WSCA and NASPO, aggregate the demand of all 50 states, the District of Columbia and the five organized territories, and their political subdivisions and other eligible entities, and help spur innovation and competition in the marketplace.

D. PARTICIPATING STATES

Apart from the Lead State conducting the solicitation, the states listed below have signified their intent to participate in the Master Agreement(s) resulting from this RFP. These States are considered Participating States for the purposes of this solicitation and its resulting contracts(s). WSCA-NASPO experience has shown states that have participated in previous WSCA-NASPO solicitations will continue to participate in subsequent solicitations. WSCA-NASPO is still in the process of gathering Intent to Participates from the current participating states for this Solicitation and will be added through an addendum process. Additional states may decide to participate during the course of this solicitation or after the Master Agreements have been awarded.

Some State specific Terms and Conditions are provided in Section 6. These are **for informational purposes only** and will be negotiated with individual States after award of the Master Agreement. All States reserve the right to add additional terms and conditions to a participating addendums.

Intent to Participate Notices have been received to date from the following States:

Alaska
Arkansas
California
Colorado
Connecticut
Delaware
Georgia
Hawaii
Idaho
Indiana
Iowa
Kansas
Louisiana
Maine
Massachusetts
Minnesota
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
North Dakota
Oklahoma
Oregon
Rhode Island
South Carolina
South Dakota
Tennessee
Utah
Vermont
Washington
Wyoming

Current States Participating Sales Volumes for Calendar Year 2012:

WSCA-NASPO Computer Equipment, Peripherals & Related Services (MN)

AL	$ 1,991.58
AK	$ 24,884,137.39
AZ	$ 122,381,318.74
AR	$ 62,658,846.17
CA	$ 404,480,102.37
CO	$ 75,872,058.49
CT	$ 28,836,220.63
DE	$ 23,509,996.64
FL	$ 132,505,135.81
GA	$ 130,038,621.09
HI	$ 28,997,688.94
ID	$ 31,482,975.19
IL	$ 19,257,318.80
IN	$ 179,972.91
IA	$ 40,306,892.81
KS	$ 45,893,491.19
KY	$ 23,441,498.83
LA	$ 85,333,419.12
ME	$ 849,845.49
MD	$ 4,487,490.52
MA	$ 71,782,524.97
MI	$ 16,171,200.29
MN	$ 120,195,299.91
MS	$ 933.00
MO	$ 22,025,159.85
MT	$ 13,309,651.01
NE	$ 29,261,413.77
NV	$ 47,743,617.59
NH	$ 9,098,920.23
NJ	$ 272,610,471.34
NM	$ 38,547,219.37
NY	$ 133,791.94
NC	$ 13,974,511.45
ND	$ 10,568,665.27
OH	$ 47,619,206.76
OK	$ 41,259,365.85
OR	$ 47,675,346.81
PA	$ 2,881,183.44
RI	$ 10,995,869.42
SC	$ 127,553,244.51
SD	$ 18,202,443.15
TN	$ 2,926,492.79
WY	$ 14,746,570.36
AS	$ -
DC	$ 3,269,745.16
GU	$ 13,780.52
MP	$ -
PR	$ -
VI	$ -
TOTAL	$ 2,249,935,555.39

E. PRODUCT BAND DEFINITIONS

This RFP is divided into six (6) hardware product bands. Each band includes related peripherals and services. All products and services offered within each band are subject to the restrictions provided in the Product Restrictions Section of this RFP. With the evolution of technology bands will be flexible and may be redefined during the course of the contract.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 6: RUGGEDIZED DEVICES Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.

Examples of peripherals/accessories/options: Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

F. CONFIGURATION DOLLAR LIMITS

1. CONFIGURATION DOLLAR LIMITS. The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ $10,000 for a total purchase price of $100,000).

ITEM	CONFIGURATION*
Server	$500,000
Storage	$500,000
Desktops	$ 10,000
Laptops	$ 10,000
Tablets	$ 5,000
Peripherals	$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

G. RESTRICTIONS

The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required **to solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

H. DEFINITIONS

Acceptance. See Section 2B28 for Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e. mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

Finalist. A respondent who is found to be responsive under Phases I and II of the evaluation process and will be considered in Phase III.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute

section 16C.08 defines general consulting for the State of Minnesota. See link: https://www.revisor.mn.gov/statutes/?id=16C.08

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Mandatory. Within the requirements, the terms "must" and "shall" identify a mandatory item or factor. **Failure to meet a mandatory requirement results in the rejection of the Responder's proposal unless all responders are unable to meet the mandatory requirement.** Any objections to requirements should be identified by proposers in the Question and Answer period.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features**.**

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that will be used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and maintenance for all peripherals on the Master Agreement.

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: http://www.wnpsp.com/index.html.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This is band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase

Wide Area Network or **WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS

ALL TERMS AND CONDITIONS A-D APPLY TO THE MASTER AGREEMENT CONTRACT

A statement of acceptance of the proposed Master Agreement Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented.

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

B. WSCA-NASPO TERMS & CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

D. FORMS

SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

   All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE**:
   1. A Participating Entity's Participating Addendum ("PA");
   2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
   3. The Solicitation; and
   4. Accepted portions of Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted)

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

   The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

   Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

7. **MASTER AGREEMENT ADMINISTRATOR**. The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

   Susan Kahle
   Acquisition Management Specialist
   Department of Administration
   Materials Management Division
   50 Sherburne Avenue
   112 Administration Building
   St. Paul, MN 55155

   Fax: 651.297.3996
   E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:

   a. clearly mark all trade secret materials in its response at the time the response is submitted;

   b. include a statement with its response justifying the trade secret designation for each item; and,

   c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document. To download the document, you must type or copy and paste the URL address listed below into your browser address line. When the document file opens, use the "Save As…" feature to save the document to your computer hard drive or other media. If you use the URL address listed below as a link, you will be unable to save the document to your hard drive or other media.

    Please type or copy and paste the following URL address into your browser:
    ~~9/16/13 Version: http://www.mmd.admin.state.mn.us/process/admin/documents/19512ComputerRFP.doc~~
    Version dated 01/22/2014 provided via addendum 12 includes revisions resulting from addenda.

    If you need assistance please contact our HelpLine at 651.296.2600.

11. ***ENTIRE AGREEMENT.*** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions there undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

    RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

    A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

    a. gives the responder taking the exception a competitive advantage over other vendors; or,

    b. gives the Lead State something significantly different from that which the Lead State requested.

14. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. **NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

    Susan Kahle
    Acquisition Management Specialist
    50 Sherburne Avenue
    112 Administration Bldg.
    St. Paul, MN 55155
    susan.kahle@state.mn.us

16. **PRE-PROPOSAL MEETING.** A pre-proposal meeting will be held for all interested responders to review any concerns regarding this Request for Proposal. Attendance at this meeting is **NOT** MANDATORY, but is strongly recommended. See Schedule of events for date and time. To register for webinar: https://amrmsevents.webex.com/amrmsevents/onstage/g.php?d=663850855&t=a

17. **PROPOSAL PREPARATION**. Responses are to be prepared and presented in the same sequential order as the questions are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements. MARKETING MATERIALS WILL NOT BE ACCEPTED AS A RESPONSE.

    The response to this Request for Proposal (RFP) must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified in the schedule of events, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C and all other applicable laws apply to this Request for Proposal.

    NARRATIVE RESPONSE

    - UTILIZE DOUBLE SIDED PRINTING - DO NOT INCLUDE UNNECESSARY BINDERS

- CLEARLY TAB AND MARK EACH DOCUMENT ACCORDING TO SECTIONS 1-6 AS NOTED IN THE TABLE OF CONTENTS.

Submit **1 ORIGINAL** and 3 **COPIES** of the narrative response. Submit an electronic version in a searchable .pdf and also an unlocked word document.
The original copy of the response must be signed by an authorized member of the firm and marked Original.

Do not include the COST PROPOSAL in the narrative response. The Cost proposal are to be submitted sealed and separately.

COST PROPOSAL

- SUBMIT SEPARATELY FROM NARRATIVE IN SEALED ENVELOP CLEARLY MARKED COST PROPOSAL

Submit **1 ORIGINAL** PRINTED COST PROPOSAL in a separate sealed envelope marked **Cost Proposal.** Submit an electronic version in a searchable .pdf, word and an unlocked EXCEL document.

Responses are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. Once the RFP is awarded, the original copies will be kept, but all other copies and the electronic copies may be destroyed.

Costs for developing a response to this RFP are entirely the responder's responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

This Request for Proposal does not commit the Lead State to award any Master Agreement or to pay any costs incurred by the vendors responding. Any materials submitted may be incorporated by reference in the final Master Agreement.

The Lead State reserves the right to accept or reject any or all responses or parts of responses and to waive informalities therein.

All responses must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFP to the Master Agreement Administrator. THIS IS A **REQUEST FOR PROPOSAL;** NOT A PURCHASE ORDER.

a. **ALTERATIONS.** Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. Proof of authorization shall be provided upon request.

b. An **AUTHORIZED SIGNATURE** is required. The response must be in the legal name of the firm or business, and must be fully and properly executed and signed by an officer or other authorized representative who shall state his/her title.

   Proof of authority of the person signing the response shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

   FORMS MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE OR THE RESPONSE MAY BE REJECTED.

18. **QUESTIONS**. Questions must be submitted in writing to Master Agreement Administrator. All questions received by the cutoff date and time will be responded to via an addendum to official solicitation holders. Be specific and cite the section, item and page number to which the question refers. Contact regarding this RFP with any State personnel other than the Master Agreement Administrator may result in rejection of the response. See schedule of events for date and time.

Responses to questions released via addendum 3: MN WSCA-NASPO COMPUTER RESPONSES. RESPONSES TO QUESTIONS DUE NOV 22 released via addendum 5.

19. **SCHEDULE OF EVENTS**. This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

Date/Time	ACTION
September 16, 2013	Publish RFP
October 1, 2013 1:00 p.m. – 3:30 p.m. Central Time	Optional Pre-Proposal Webinar To register for webinar: https://amrmsevents.webex.com/amrmsevents/onstage/g.php?d=663850855&t=a
October 7, 2013 Due 3:00 P.M. CT	Questions Due Clearly reference the section and item to which question pertains. Accepted via email to susan.kahle@state.mn.us
ORIGINAL: NOVEMBER 18, 2013	**Proposal Due Date/Proposal Opening 3:00 P.M. CT**
REVISED: JANUARY 21, 2014	**Proposal Due Date/Proposal Opening 3:00 P.M. CT**

20. **TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the Lead State in the SWIFT Procurement System. Registration must be done online at http://www.mmb.state.mn.us/vendorresources.

CHECKLIST.

This list may not be comprehensive, read the RFP thoroughly for information required in this solicitation.

☐ One original and three copies of the NARRATIVE proposal. One electronic searchable pdf and one editable word/ excel document on flash drive or CD. DO NOT INCLUDE COST PROPOSAL WITH THE NARRATIVE
☐ One original PRINTED COST proposal SEALED including the cost evaluation forms. Also include one electronic flash drive or CD as searchable .pdf and word document in **sealed in separate envelope**

☐ Cost Proposal includes: 1. Responses to Section 4
2. Baseline Price List 3. Proposed Product and Services Schedule 4. Price Workbooks for applicable Bands – include all tabs. Pricing based on Nov 15th

☐ Signed Addendums (if applicable)
☐ Response to Master Agreement Terms & Conditions (A-D) in order presented in the RFP, clearly marked and tabbed. Acceptance of Terms of condition must be noted and alternative language presented. Utilize Exception form provided
☐ Response to Requirements in order presented in the RFP, clearly marked and tabbed. Describe HOW the requirement will be met. **NOTE: Requirements need to be checked yes or no. If checked no, response may be rejected. Vendors should express concerns regarding requirements during the question and answer period. If ALL vendors are unable to meet the requirement, the Lead State reserves the right to waive the requirement.**
☐ Forms included in RFP
___ Signature Page
___Affirmative Action Certification
___Trade Secret Information
NOTE: Trade secret information must be redacted from proposal and submitted in separate sealed envelope clearly marked with the Trade Secret Form.
___Affidavit of Non-Collusion
___Service & Delivery
___Savings
___Taxpayer Identification
___Veterans Preference
___ Question Form
___ T&C Exception Form
___ VPAT WCAG Accessibility Form (for the proposed website supporting the contract)

☐ Insurance - Does not need to be provided with proposal, but evidence must be provided prior to award. Review and confirm company can meet these requirements.

SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. ADMINISTRATIVE FEES. The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. AGREEMENT ORDER OF PRECEDENCE. The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
3. The Solicitation; and
4. Accepted portions of the Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted)

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. AMENDMENTS. The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. ASSIGNMENT OF ANTITRUST RIGHTS. Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

5. ASSIGNMENT/SUBCONTRACT. Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

6. CANCELLATION. Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in

association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be imme if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.

7.1 Confidentiality. Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. DEBARMENT. The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. DEFAULTS & REMEDIES.

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
   i. Nonperformance of contractual requirements; or
   ii. A material breach of any term or condition of this Master Agreement; or

iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreem proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contract Vendor from receiving future bid solicitations; and
v. Suspend Contract Vendor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10. DELIVERY. Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. FORCE MAJEURE. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. INDEMNIFICATION. DELETED SEE SECTION 2C17 14.INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17

15. INDEPENDENT CONTRACT VENDOR. The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities.

The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. INSURANCE. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. LAWS AND REGULATIONS. Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.

20. NO WAIVER OF SOVEREIGN IMMUNITY. The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. PARTICIPANTS. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial

obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award permissive.

23. PARTICIPATION OF ENTITIES. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. PAYMENT . Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

25. PUBLIC INFORMATION. The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. RECORDS ADMINISTRATION AND AUDIT. The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

27. REPORTS - SUMMARY AND DETAILED USAGE. In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

A. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).

B. Detailed Sales Data. Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month

following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

C. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

D. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. **ACCEPTANCE AND ACCEPTANCE TESTING**

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT.

OWNERSHIP

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

31. WAIVER OF BREACH. Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. WARRANTY. The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

   Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

   Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.

5. **AMERICANS WITH DISABILITIES ACT (ADA).** Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.

6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
   a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
      Instructions for certification:
      1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

      2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly

rendered an erroneous certification, in addition to other remedies available to the federal government, th department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. 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 Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. CHANGE REQUESTS. The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those

products being recommended for inclusion in the Master Agreement as well as defining how adding the product enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor agrees to provide information upon request regarding adherence to the Federal Conflict Minerals Trade Act. See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838 **http://www.sec.gov/news/press/2012/2012-163.htm**

11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.

13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.

14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

    In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

    The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. HUMAN RIGHTS/AFFIRMATIVE ACTION. The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to

employ and advance in employment qualified disabled employees and applicants for employment, and t rights of applicants and employees.

(e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. **INDEMNIFICATION** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law

18. **JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

19. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

20. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

21. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

22. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract,""Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

23. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a s intrusion in order to validate compliance with PCIDSS.

24. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

25. **PREFERENCE.**
Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.usunder "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:
(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first $500,000 of the response.

If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

26. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

27. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless

such release is a specific part of an approved work plan included in the Master Agreement prior to its approval b State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

28. **PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

29. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
    a. reject any and all responses received;
    b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
    c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
    d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
    e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
    e. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

30. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

31. **SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

32. **STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

33. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

34. **TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37.

D. FORMS



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

REQUEST FOR PROPOSAL
SIGNATURE PAGE

Computer Equipment:
(Desktops, Laptops, Tablets, Servers & Storage including Related Peripherals & Services)

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____

Phone: _____ **Fax:** _____ **Date:** _____

Authorized Signature: _____

Typed name of signer: _____ **Title:** _____

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: _____

EMAIL/PHONE: _____

(For Agency Use Only) Vendor # _____
Contract Period: _____

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:
has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
–or–
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building 625 Robert Street North, Saint Paul, MN 55155
TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
Email: compliance.mdhr@state.mn.us

Affirmative Action Certification Page, Revised 8/11 – MDHR

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, "trade secret information" as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a response.

All responders must select one of the following boxes:

□ My response **does not** contain "trade secret information." I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.

□ My response **does** contain trade secret information because it contains data that:

1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my response contain trade secret information. I have completed the following:

□ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data that does not meet the definition of trade secret as defined by Minn.Stat. § 13.591subd.1(b) will become public in accordance with Minn. Stat. § 13.591. The State reserves its right to make its own determination of Responder's Trade Secret Materials.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

ONLY information properly identified utilizing this from will be eligible for Trade Secret designation. This form must accompany any documentation that is being submitted for Trade Secret. This includes but is not limited to any material that may be submitted as part of the solicitation response, or in relation to a subsequent Master Agreement. Information labeled "confidential", "proprietary", or labeled with similar tags with regard to limiting the State's disclosure will NOT be eligible for trade secret designation unless the form provided in the solicitation is properly completed and submitted as a cover page to the information, and it meets the statutory definition of a trade secret. By submitting a response you agree that the information submitted that does not follow the trade secret process defined herein and does not meet the statutory definition of trade secret may be released by the State without prior notification to the responder and/or the Contract Vendor.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

AFFIDAVIT OF NONCOLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and

4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this _____ day of _____

_____
Notary Public

My commission expires _____

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

PRIMARY CONTACT PERSON FOR MASTER AGREEMENT:

NAME: _____ TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME: _____ TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

ORDER ADDRESS:

STREET/PO BOX: _____

CITY/STATE: _____ ZIPCODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

REMIT-TO ADDRESS:

STREET/PO BOX: _____

CITY/STATE: _____ ZIPCODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

CONTRACT SAVINGS

SAVINGS REPORT.

Responders are required to calculate the percentage savings the State will realize as a result of the Master Agreement and include the amount of the percentage savings in the response.

Master Agreement Prices Average: ____ % Less than the price quoted to the general public (for reporting purposes only).

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

TAXPAYER/VENDOR IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: _____

Address:_____

_____

_____

Minnesota SWIFT Vendor Registration Number: _____

If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online at http://www.mmb.state.mn.us/vendorresources.
(Note: If approved, you will receive your vendor number approximately two business days after you register.)

Are you a sole proprietorship? _____ Yes _____ No

Are you an independent contractor? _____ Yes _____ No

STATE OF MINNESOTA RESIDENT VENDOR FORM

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

(1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
(2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
(3) has a business address in the state; and
(4) has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
   ___Yes ___No (must check yes or no)

2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
   ___Yes ___No (must check yes or no)

3. Has a business address in the State of Minnesota.
   ___Yes ___No (must check yes or no)

4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
   ___Yes ___No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: _____

Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.

STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or

(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first $500,000 of the response.

If you are claiming the veteran-owned preference, **attach documentation, sign and return this form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:

My firm is a certified small business and it is majority-owned and operated by an eligible person as defined by Minn. Stat. § 16C.16, subd. 6a.

___**Yes** ___**No** (must check yes or no) **State the type of documentation attached:**_____

DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:

___ (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

State the type of documentation attached: _____

___ (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs;

State the type of documentation attached: _____

___ (3) any other veteran-owned small businesses certified under Minnesota Statute Section 16C.19, paragraph (d).

State the type of documentation attached: _____

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, ATTACH DOCUMENTATION, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.

QUESTION FORM

WSCA-NASPO COMPUTER EQUIPMENT

DUE: OCTOBER 7, 2013 DUE 3:00 P.M. CT
POST ADDENDUM 3: DUE: NOVEMBER 22, 2013 2:00 P.M.CT

VENDOR NAME: _____

Questions must be submitted in writing to Master Agreement Administrator @ susan.kahle@state.mn.us. All questions received by the cutoff date and time will be responded to via an addendum to official solicitation holders. Be specific and cite the section, item and page number to which the question refers. Contact regarding this RFP with any State personnel other than the Master Agreement Administrator may result in rejection of the response. See schedule of events for when questions are due.

SECTION REFERENCE	QUESTION:

TERMS, CONDITIONS AND SPECIFICATIONS EXCEPTION FORM

WSCA-NASPO COMPUTER EQUIPMENT

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

The State reserves the right to reject an exception or the entire proposal if exceptions are not provided on this form.

VENDOR NAME: _____

INSTRUCTIONS:
Cleary identify the Section and item number of the exception e.g. Section 2. A. 5 and provide original term and alternate language suggestion

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION

VPAT

Web Content Accessibility Guidelines 2.0 level AA

The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.It is strongly recommended Technical Staff who are trained in Accessibility complete this form.

The comments portion must be filled in to further define how accessibility is or is not met. The quality of the comments impacts the reviewers' understanding of the accessibility of your product/service. NOTE: MN only adopted the standards that are level A and level AA. This list includes level AAA standards, which are optional and highlighted in yellow. Comments are not required for level AAA.

Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.				
1.1.1	Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A). • Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.) • Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media.) • Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. • Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. • CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities. • Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.			

VPAT
Web Content Accessibility Guidelines 2.0 level AA

Guideline 1.2 Time-based Media: Provide alternatives for time-based media.				
1.2.1	Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A): • Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. • Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.			
1.2.2	Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)			
1.2.3	Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)			
1.2.4	Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)			
1.2.5	Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)			
1.2.6	Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)			
1.2.7	Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)			
1.2.8	Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)			
1.2.9	Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)			

VPAT
Web Content Accessibility Guidelines 2.0 level AA

Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.				
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)			
1.3.2	Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)			
1.3.3	Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)			
Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.				
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)			
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)			
1.4.3	Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA) • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.			
1.4.4	Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)			
1.4.5	Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA) • Customizable: The image of text can be visually customized to the user's requirements; • Essential: A particular presentation of text is essential to the information being conveyed.			
1.4.6	Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA) • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.			

1.4.7	Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA) • No Background: The audio does not contain background sounds. • Turn Off: The background sounds can be turned off. • 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds.			
1.4.8	Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA) • Foreground and background colors can be selected by the user. • Width is no more than 80 characters or glyphs (40 if CJK). • Text is not justified (aligned to both the left and the right margins). • Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. • Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window.			
1.4.9	Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)			

VPAT
Web Content Accessibility Guidelines 2.0 level AA

Principle 2: Operable - User interface components and navigation must be operable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.				
2.1.1	Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)			
2.1.2	No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)			
2.1.3	Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA)			
Guideline 2.2 Enough Time: Provide users enough time to read and use content.				
2.2.1	Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A) • Turn off: The user is allowed to turn off the time limit before encountering it; or • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or • Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or • Essential Exception: The time limit is essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours.			
2.2.2	Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A) • Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and • Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.			
2.2.3	No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)			
2.2.4	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
2.2.5	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.				
2.3.1	Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)			

2.3.2	Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)			
Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)			
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)			
2.4.3	Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)			
2.4.4	Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)			
2.4.5	Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)			
2.4.6	Headings and Labels: Headings and labels describe topic or purpose. (Level AA)			
2.4.7	Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)			
2.4.8	Location: Information about the user's location within a set of Web pages is available. (Level AAA)			
2.4.9	Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)			
2.4.10	Section Headings: Section headings are used to organize the content. (Level AAA)			

Principle 3: Understandable - Information and the operation of user interface must be understandable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
Guideline 3.1 Readable: Make text content readable and understandable.				
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)			
3.1.2	Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)			
3.1.3	Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)			
3.1.4	Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)			
3.1.5	Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)			
3.1.6	Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)			
Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.				
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)			
3.2.2	On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)			

3.2.3	Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)			
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)			
3.2.5	Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)			
Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.				
3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)			
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)			
3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)			
3.3.4	Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.			
3.3.5	Help: Context-sensitive help is available. (Level AAA)			
3.3.6	Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA) • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.			

VPAT
Web Content Accessibility Guidelines 2.0 level AA

Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.				
4.1.1	Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)			
4.1.2	Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)			

SECTION 3: RESPONSE REQUIREMENTS

A. Business
B. Environmental
C. Qualifications
D. Customer Support

A. RESPONSE REQUIREMENTS: BUSINESS

Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. DESCRIBE FULLY AND PROVIDE DETAIL HOW THE PROPOSAL SATISFIES EACH ITEM.

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**PROPOSED BANDS.** Responders may respond to any or all bands. Responder must identify the bands they will be proposing (check all that apply): ☐ Band 1: Desktop ☐ Band 2: Laptop ☐ Band 3: Tablet ☐ Band 4: Server ☐ Band 5: Storage ☐ Band 6: Ruggedized Devices Responder must verify they are a manufacturer of each band proposed and describe their manufacturing process and facilities.	M	YES ☐ NO ☐
2	**MANUFACTURER VERIFICATION.** The manufacturer's name shall appear on the computer equipment. The Contract Vendors shall provide the warranty service and maintenance for equipment on a Master Agreement. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term.	M	YES ☐ NO ☐
3	**THIRD PARTY PRODUCTS.** Products offered may be manufactured by a third party; however, Contract Vendor must provide the warranty service and maintenance for all third party products on the Master Agreement. Contract Vendor may not offer another manufacture's product holding a Master Agreement without prior approval. Warranty documents for Products manufactured by a third party are preferred to be delivered to the Participating Entity with the Products. Contract Vendor can only offer third party products in a band they have been awarded. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term.	M	YES ☐ NO ☐
4	**PRODUCT RESTRICTIONS.** Responder must agree to adhere to the restrictions in the Scope of Work throughout the life of the Master Agreement. Describe thoroughly how Contract Vendor will manage product restrictions for Participating States.	M	YES ☐ NO ☐

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
5	**MAINTAINING THE PRODUCT AND SERVICE SCHEDULE (PSS).** Contract Vendors will develop and maintain an electronic Product and Service Schedule (PSS) which identifies a complete listing of all products and services included in the awarded Master Agreement as well as individual Participating State's PSS's. It is understood that manufacturer's pricing models will vary and final negotiation of how the PSS is presented will be finalized upon award. The PSS will be available for audit purposes and end users to verify pricing based on the minimum discounts withcategorized exceptions provided off a designated base line price list. The minimum discounts with categorized exceptions and designated price list must be provided upon request. The PSS may contain the following information: • Band number • Category • Product Brand • Item number • Item description • List Price • Discount provided • Discounted price PSS is to be maintained as follows: 1. The PSS prices for Products and services will conform to the guaranteed minimum discount with categorized exception levels 2. The Contract Vendor may make model changes; add new Products, and Product upgrades or Services to the PSS. 3. The Contract Vendor agrees to delete obsolete and discontinued Products from the PSS 4. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The state reserves the right to make PSS format changes throughout the life of the master agreement**.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). A sample has been provided in the Section 6. This ARF will be finalized upon negotiations and reaffirms and tracks changes made to the Master Agreement. Changes may be made quarterly.	M	YES ☐ NO ☐
6	**WARRANTY AND MAINTENANCE.** The Contract Vendor shall ensure warranty service and maintenance for all equipment, including third party products provided. Describe in detail how the responder will secure warranty for all products and services. The Contract vendor agrees to facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. Describe in detail how the responder will secure warranty for all products and services.	M	YES ☐ NO ☐

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
7	**LEASING.** Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.		YES ☐ NO ☐
8	**DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.	M	YES ☐ NO ☐
9	**FREIGHT**. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.	M	YES ☐ NO ☐
10	**VENDOR PERFORMANCE MEETING**. An annual vendor performance meeting may be held each year with the WSCA-NASPO Sourcing Team. Participation by the Contract Vendor is mandatory. Historically vendor performance meetings have been held in the State of Minnesota.	M	YES ☐ NO ☐
11	**AUDITING.** Contract Vendors agree to audits, including but not limited to the Lead State or 3rd party to ensure products sold, pricing and administrative fees are compliant with Master Agreement terms and conditions. Responders must describe: • how the responder regularly self audits the Master Agreement to ensure compliance • how an end user will be able to self audit to ensure quotes provided are at the discount off list price • how often the web pricing and invoicing is audited to insure contractual compliance. • reporting mechanisms available such as Invoice reports which will assist in State's ability to audit the Master Agreement through vendor supplied reporting tools. • how the responder ensures that States with multiple Master Agreements are monitored to ensure purchases are correctly booked with the correct Master Agreement.	M	YES ☐ NO ☐
12	**SELF AUDIT:** Vendors are required to conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings are to be reported to Lead State with actions to correct documented findings.	M	YES ☐ NO ☐
13	**PREFERENCE PROGRAMS.** Describe experience and capacity to meet minority and women business enterprises and other local purchasing preferences that vary among potential Participating Entities, including but not limited to the use of these businesses in their partner relationships.		YES ☐ NO ☐

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
14	**GEOGRAPHIC OFFERING.** While the primary purpose of this solicitation is to select a Responders who can offer all products and services within a band for all Participating States, to encourage small business participation Responders are permitted to submit a proposal on more limited geographical areas. Clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. Identify at least one State. If a Proposer elects to submit a Proposal for a single State then the Proposer will be willing to supply the entire State. The option to grow the business to other States may be allowed upon approval of the WSCA-NASPO Management Board. The proposer will be evaluated on the same criteria as all other vendors and referred to the identified State for consideration of a Master Agreement.		YES ☐ NO ☐
15	**MASTER AGREEMENT TERMINATION.** Upon termination or expiration of the Master Agreement awarded from this RFP the following will occur: • All websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website. • If approved by the Lead State, Customer data/user accounts acquired during the term of the Master Agreement shall be destroyed or returned to the State at the request of the Participating State's administrator unless required to maintain per audit. • No references to the Master Agreement shall be made on the Contract Vendor's commercial website without permission by the Lead State. • If approved by the Lead State, hard copy catalogs and promotional literature shall be destroyed or returned to the Participating State at the end of the Master Agreement term upon the request of the Participating State.		YES ☐ NO ☐
16	**PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors who participate in the PSP program commit to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals, as determined by the Participating Entities. Provide marketing plan of the PSP Program including leading with PSP Program and displaying prominently on websites to market aggressively to all States.		YES ☐ NO ☐ ☐ n/a for server storage vendors
17	**PROMOTIONS.** Contract Vendors are allowed to provide promotions for deeply discounted products based on their inventory and sales. Promotions will also provide increased savings to States. The Contract Vendors will be responsible to market these offers. Describe what kind of promotions will be available and how marketing will be conducted.		YES ☐ NO ☐

B. RESPONSE REQUIREMENTS: ENVIRONMENTAL

Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. DESCRIBE FULLY AND PROVIDE DETAIL HOW THE PROPOSAL SATISFIES EACH ITEM.

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**ENVIRONMENTALLY PREFERABLE PURCHASING COMMITMENT.** Explain commitment to environmentally preferable purchase specifically in the areas below. **a. End of life management:** Include detailed information regarding takeback, recycling and trade in programs available **b. Environmental solutions:** Provide detail on how additional value is provided regarding environmental solutions such as selling refurbished/remanufactured toner and equipment. Outline how your company is willing to work with the State and the manufacturers to minimize impact on the environment. Specifically address: MATERIALS - manufacturer declaration on reduction / elimination of hazardous materials i.e.; mercury and lead. PRODUCT – In general how does the responder identify product longevity, percent of packaging and packing materials that are recycled/reusable, availability of replacement parts for life extension, cost, and complication to upgrade. CORPORATE – detail if company has in place regarding sell/procurement of refurbished/remanufactured products. **c. Environmental certifications.** Describe how certifications/registrations are identified on the website; as well as labels on equipment and/or packing list.		YES ☐ NO ☐
2	**EPEAT REGISTRATION.** Responder agrees that applicable products offered that have EPEAT Standards provided under the Master Agreements resulting from this RFP are to have achieved a minimum EPEAT Bronze registration.	M	YES ☐ NO ☐ n/a storage
3	**TOTAL COST OF OWNERSHIP.** Describe how your company can provide users information to assist in evaluating the Total Cost of Ownership in utilizing products. E.g. equipment that runs more efficiently, with less supplies, etc.		YES ☐ NO ☐
4	**ENERGY STAR COMPLIANT PRODUCTS.** Describe manufacturer commitment to EnergyStar Program.		YES ☐ NO ☐
5	**ENVIRONMENTAL IMPROVEMENT PROGRAM.** Describe Product environmental improvement program for products that have not yet received the applicable standards or certification. In addition, describe environmental efforts in each of the following areas: reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); compliance with international directives such as the European Union's WEEE Directive on reduction of chlorinated plastics (PVC) and brominated flame retardants.		YES ☐ NO ☐

C. RESPONSE REQUIREMENTS: QUALIFICATIONS

Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. DESCRIBE FULLY AND PROVIDE DETAIL HOW THE PROPOSAL SATISFIES EACH ITEM.

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**COMPANY HISTORY.** Responders must provide a brief history and description of their company detailing how they will support this Master Agreement: **Facilities.** Responders must indicate number and location of manufacturing plants, distribution outlets, and support centers, as appropriate. Provide information on facility production volume in Calendar Year 2012. Please indicate which facilities have been ISO 14001 certified. **Personnel.** Responders must include a map or other documentation that indicates by state the number and type of sales, support personnel, or other resources that are employed to service purchase orders and/or equipment for non-federal governmental customers. **Organization.** Responders must include an organization chart and a thorough narrative describing how the Master Agreement will be supported from senior management down to field technicians including the use of any wholly owned subsidiaries or subcontractors.	M	YES ☐ NO ☐
2	**CONTRACT VENDOR RESPONSIBILITY.** Contract Vendors shall be responsible for successful performance of the Master Agreement and also for the successful performance of any and all of their partners. The Contract Vendor is to be the sole point of contact as applicable by Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the equipment and maintenance of the equipment for the term of the Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Master Agreement. The Contract Vendor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. The Contract Vendors will be responsible for compliance with requirements under the Master Agreement, even if requirements are delegated to partners. The Contract Vendors and partners must not in any way represent themselves in the name of the Lead State, WSCA-NASPO or Participating States.	M	YES ☐ NO ☐
3	**PARTNER UTILIZATION.** If utilizing partners, the Contract Vendor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently		YES ☐ NO ☐

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum. If partners are proposed, describe: • process to qualify partners and sales personnel to represent the product. • business relationship between partners and the manufacturer and services to be performed; for example, if partners will only be used for assistance in locating products/services; or if partners will be used to accept orders and payments (with the agreement of the Participating State). • how partners are certified • how partners are contractually bound to the Master Agreement terms and conditions; and • how partner sales will be accurately tracked and reported. • Remedy plan if the partner or sales personnel are not in compliance.		
4	**EQUIPMENT AND SERVICES OVERVIEW.** Describe ability to provide computer equipment and the services related to supporting the equipment. Include an overview of how the equipment is delivered and serviced. Thoroughly describe offerings and the ability to provide these services (not all services may be applicable to each band): • Warranty - Break Fix – Non-Warranty • Standard non customized Training • Installation/de-installation • Support • Migration • Asset Tagging • Staging/Deployment • Image loading • Image Consulting • System and Server Configuration • Rack and Stack Configuration • Maintenance • Custom service solutions • Asset Management • Recycling/disposal • Training and Certification • Other services available as allowed in the solicitation	M	YES ☐ NO ☐

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
5	**REFERENCES.** Submit five (5) examples of current or previous states or other larger governmental entities and/or large educational institutions that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. List any contracts where the responder has been awarded a statewide price agreement for computer equipment by a central purchasing authority. These must be for Contracts that have been in place during the past three years. The information required in response to this specification should include the name and telephone number of the Contract Administrator, the dollar value of the Contract, plus the effective dates of the contract(s). The State reserves the right to contact these entities.	M	YES ☐ NO ☐
6	**CUSTOMER SATISFACTION.** Describe success in customer satisfaction. This could include current customer satisfaction statistics or survey results concerning the quality of the Products and services offered.		YES ☐ NO ☐

D. RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT

Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. DESCRIBE FULLY AND PROVIDE DETAIL HOW THE PROPOSAL SATISFIES EACH ITEM.

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**ORDERING AND PAYMENT PROCESS.** The ordering and payment process for Products or Services is to be defined in the Participating Addendum. This process may be unique to each State.		YES ☐ NO ☐
2	**SALES SUPPORT TRAINING.** Detail how the responder will train sales staff and partners to ensure they are well versed in the terms and conditions of the WSCA-NASPO Master Agreement. Detail a remedy plan for sales staff and partners who do not comply with Master Agreement terms and conditions.	M	YES ☐ NO ☐
3	**CONTRACTING PERSONNEL.** Responder must provide contracting personnel to assist states with the completing and processing Participating Addenda. Experience has shown that an adequate number of trained contracting personnel are key to the success of a Master Agreement. Detail how many personnel will be dedicated to provide support to States in securing Participating Addendums with contracting personnel who understand the cooperative purchasing concepts and challenges of signing participating addendums with States who have a variety of additional terms and conditions. Detail how the Contract personnel are chosen and provided training.	M	YES ☐ NO ☐
4	**PRIMARY ACCOUNT REPRESENTATIVE**. Responders must provide a Primary Account Representative to work with the WSCA-NASPO Master Agreement Administrator on all aspects of the Master Agreement. This account representative is responsible for the performance of the Master Agreement and must provide timely response to all requests from WSCA-NASPO Master Agreement Administrator and Participating State. Detail how the account representative is chosen and provided training. NAME: TELEPHONE #: EMAIL ADDRESS:	M	YES ☐ NO ☐
5	**COMPLAINT RESOLUTION.** Responders must thoroughly describe their procedures for addressing and resolving customer problems and complaints regarding service, equipment, or billing. Include timelines and escalation process.	M	YES ☐ NO ☐
6	**REPORTING.** Describe how Contract Vendor adheres to reporting requirements as stated in the Terms and Conditions and ensure accurate reporting to each State. The goals of reporting include: 1) Summary Reporting to calculate Administrative Fees to WSCA-NASPO and as required by Participating Entities 2) Detailed Product Reporting to manage contract to WSCA-NASPO and as required by Participating Entities Participating States may require additional reporting requirements and will address through their Participating Addendum. Responders must identify below a primary contact responsible for providing the mandatory usage reports NAME:	M	YES ☐ NO ☐

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	TELEPHONE #: EMAIL ADDRESS:		
7	**COMMERCIAL OFF THE SHELF AND OPERATING SYSTEM SOFTWARE**. Upon request the Software License Agreement is to be presented to the ordering agency at the time of quote. Provide updated releases of licenses originally purchased through the entire contract term if applicable. Provide details regarding operating system and maintenance updates on products sold and detail process to communicate updates to users.	**M**	YES ☐ NO ☐
8	**WEBSITE.** Describe commitment to maintaining a website in adherence to the items provided below.Contract Vendors shall develop and maintain a URL to a web site specific to the awarded Master Agreement that MAY provide: • Copy of Solicitation & Response • Signed Master Agreement • Signed Participating Addendums • Designated Baseline price list (MSRP, List, Education) • Product and Service Schedule (PSS) • Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote, • Online ordering capability with the ability to remember multiple ship to locations if applicable to product • Service options, service agreements • Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns • Sales representatives for participating entities • Purchase order tracking • Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc. • Information on accessibility and accessible products If elements of the website require a secure log-in, Responder to provide listing of item that would require a secure sign-in option e.g. reprinting of invoices, or purchase order tracking. THE REQUESTED WCAG VPAT APPLIES TO THE RESPONDER'S WEBSITE TO BE OFFERED UNDER THE CONTRACT. Responder to provide completed VPAT forms found in the FORMS section of the RFP. The Master Agreement website shall offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State	M	YES ☐ NO ☐

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes.		
9	**EMARKETCENTER.** The Contractor agrees to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. Review the eMarket Center requirements provided on next page and confirm adherence.	M	YES ☐ NO ☐
10	**IMPLEMENTATION PLAN AND MARKETING METHODOLOGY**. Describe a thorough implementation rollout plan for the first year as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, estimated dates and location of activities, including tasks to be performed and the timeframe for the completion of each task. Include sample rollout and follow-up marketing materials with their proposals. Responders are reminded that once a statewide participating addendum is in place, nearly every governmental entity, public school and university within the state may use the Contract Vendor's Master Agreement.		YES ☐ NO ☐
11	**ECOMMERCE.** Thoroughly describe the ability or commitment to accept and process purchase orders electronically, as well as online payment via a purchase card. The ability to provide electronic funds transfer and/or a seamless electronic interface to governmental accounting systems should be thoroughly described.		YES ☐ NO ☐
12	**EMPLOYEE PURCHASE PROGRAM:** Employee purchase programs are within the scope of this procurement. If provided for by an Entity's Participating Addendum, the Contractor may offer discounted products, within the scope of the contract, to employees of that WSCA participating entity as Individual Liable (IL) accounts ("Employee Purchase Program"). This may include, but not limited to Bring Your Own Devise (BYOD) programs. All terms and conditions, related to the Employee Purchase Program will be detailed in the entities Participating Addendum.		YES ☐ NO ☐

EMARKETCENTER REQUIREMENTS

In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

Supplier's Interface with the eMarket Center

There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site. At a minimum, the Contractor agrees to the following:

1. Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
2. Definition of Hosted and Punchout: WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**
    a. Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data quarterly to the the eMarket Center for Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
    b. Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update quarterly to the Contract Administrator stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
3. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
    a. Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).
    b. Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
4. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

5. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
    a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
    b. The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and
    c. The Catalog must include a Lead State contract identification number; and
    d. The Catalog must include detailed product line item descriptions; and
    e. The Catalog must include pictures when possible; and
    f. The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements.*
6. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML.
    a. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
7. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.
8. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.
9. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the WSCA-NASPO Contract Adminstrator and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

* Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

SECTION 4: COST PROPOSAL

SUBMIT IN A SEPARATE SEALED ENVELOPE

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	**PRICE STRUCTURE.** This RFP will employ a MINIMUM discount-off list price structure with categorized exceptions for each band. It is understood there may be categories within a band which carry a different discount than the minimum stated. For example, the minimum discount for the laptop band could be 50%. The responder may name an additional category of laptops "Laptop Brand X" at 45% and "Laptop Brand Y" at 60%. Responder may categorize these exceptions by naming as categories and identifying the associated discounts in the price workbook. These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement. This minimum discount and categorized exceptions will be applied to all "quantity one" procurements. It will also serve as verification for the WSCA Master Agreement Administrator upon submittals of product additions. An end user will be able to verify pricing using the base line price list and the minimum discounts with the categorized exceptions provided. The responder must designate a "Base Line Price List e.g. MSRP, education price list. The price list submitted must be dated: November 15, 2013. A discount schedule is to be provided for each band in the Price Workbook. Responders may define additional categories within a band. The category discounts may be higher or lower than the than the band discount. Responder must describe all available options for pricing services in the Price Workbooks such as discount off list, hourly fees, per unit fees, etc. The worksheet allows for up to seven categories, however the responder may edit their submission to include additional categories if needed.	M	YES ☐ NO ☐
2	**PRICE WORKBOOKS**. Price Workbooks will be used to evaluate. Responders will be evaluated on the Price Workbook which includes a market basket for each band. For each band proposed, the Responder must complete the Price Workbook which includes several worksheets. The market basket includes selected configurations, services, peripherals, third party products to fairly evaluate discounted pricing. In evaluation the State reserves the right to: **a.** Eliminate an item from consideration from all responses. **b.** Enter the highest price item of all responses received when an item has not been provided by a responder. **c.** Request additional pricing items for consideration. **d.** Clarify pricing responses with responder(s). **e.** Include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. The Contract Vendor will maintain the discount structure as bid throughout the term of the Master Agreement. For the purpose of comparing pricing across a standard group of products, the prices provided by the responder in the	M	YES ☐ NO ☐

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Price Workbooks will be utilized to calculate cost points. Vendors must use the minimum percentage discount stated from a published or base line price listing for a **"quantity one"** purchase in the Pricing Workbook. Minimum specifications are provided in the Price Workbooks. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead state reserves the right to reject any or all responses that are not an approved equal. ~~SAMPLE Price Workbooks are located in Section 6: Attachments for responders review and comment.~~ **FINAL EXCEL PRICE WORKBOOKS WILL BE PUBLISHED VIA AN ADDENDUM.** There are a total of six workbooks: Band 1: Desktop: Band 2: Laptop Band 3: Tablets Band 4: Server: Band 5: Storage Band 6: Ruggedized: INSTRUCTIONS: 1. Each workbook contains several tabs. Responder is to fill in the yellow highlighted areas. Once filled in the yellow highlight disappears. 2. The workbooks are locked, however there is not a password and responder may revise as needed ensuring they supply yellow highlighted fields. 3. It is understood that different components may make up a total configuration for the market basket item. The responder may provide additional detail to how the discount provided in the market basket was calculated. The Lead State reserves the right to request additional pricing, if in the best interest of the state or to clarify pricing responses.		
3	**BASELINE PRICING VERIFICATION.** The responder must designate a Base Line Price e.g. MSRP, education price list in the price workbook. The price list submitted is to be dated: November 15, 2013. Per Addendum 6: The Baseline Price List submitted may be dated an alternate date. However, the market basket pricing must be representative of the pricing for an		YES ☐ NO ☐

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	order placed on November 15, 2013 for purposes of evaluation. Describe how the designated Base Line Price List will be accessed and verified by potential end users, contract administrators, etc. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions. The responder must provide ONE HARD COPY and ONE ELECTRONIC COPY (USB DRIVE OR CD) of the dated Baseline Price List with the response. The dated Baseline Price List provided shall be used for completing the price workbook when "List/MSRP" price is requested.	M	
4	**MINIMUM DISCOUNTS.** The Contract Vendor will provide a **MINIMUM** discount off base line price list for each band with categorized exceptions. It is understood there may be categories within a band which carry a different discount than the minimum stated. For example, the minimum discount for the laptop band could be 50%. The responder may name an additional category of laptops "Laptop Brand X" at 45% and "Laptop Brand Y" at 60%. Responder may categorize these exceptions by naming as categories and identifying the associated discounts in the price workbook. These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement. This minimum discount and categorized exceptions will be applied to all "quantity one" procurements. It will also serve as verification for the WSCA Master Agreement Administrator upon submittals of product additions. An end user will be able to verify pricing using the base line price list and the minimum discounts with the categorized exceptions provided. The named category exception discounts may be higher or lower than the than the minimum band discount. These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement. This minimum discount and categorized exceptions will be applied to all "quantity one" procurements. It will also serve as verification for the WSCA Master Agreement Administrator upon submittals of product additions. An end user will be able to verify pricing using the base line pricing and minimum discounts and categorized exceptions provided.	M	YES ☐ NO ☐
5	**THIRD PARTY PRODUCTS.** Third party products may be offered as peripherals and options in the Price Workbook. Third Party products will be approved upon finalization of the PSS. Contract Vendors are not able to offer another Contract Vendor's product as a third party without approval. If third party products are offered, a third party product minimum discount will be stated in the price workbook.		YES ☐ NO ☐
6	**REFRESH STRATEGY.** Describe your recommended refresh strategy for your product line.		YES ☐ NO ☐
7	**MAINTAINING COMPETITIVE PRICING**. Proposers will provide an initial **MINIMUM** discount with categorized exceptions off baseline price list for a quantity of one unit. Proposers are to base discounts on the collective volume of potential purchases by the participating entities. Further bulk/quantity savings may be obtained when additional quantities are requested. In order to maintain competitive pricing throughout the full life of the Master Agreement, Contract Vendor and Participating entities must understand it is the expectation to provide competitive pricing at the quantity one level. Additional savings are expected whenrecompeting the awarded vendors for volume pricing.	M	YES ☐ NO ☐
8	**PRODUCTS AND SERVICES SCHEDULE (PSS). Responders must submit with their COST proposal a proposed Product and Services Schedule including all the products and services offered within each band for this**		YES ☐ NO ☐

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	solicitation. The PSS should be submitted in Excel format. A sample has been provided in the attachments for reference, but is only an example. Other formats are acceptable. Submission of a product and/or service on the sample PSS does not guarantee that it will automatically be approved as being included in the resulting Master Agreement. The products, services and format for the final PSS will be finalized during negotiations.	M	
9	**BULK PRICING**. Utilize the Price Workbook to provide additional volume based pricing for consideration. These will allow for deeper discounts for per transaction and cumulative volume purchases. Examples of bulk pricing models are included in Section 6. Responders must propose how they will provide deeper discount including, but not limited to: **1. Per Transaction Multiple Unit Discount.** Responders may propose a contractual volume discount program or plan based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase. Include a table indicating the additional discount percentage to be earned by volume purchased at one time. **2. Cumulative.** Responders may propose a cumulative volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of their Master Agreement. Include a table indicating the additional discount percentage to be earned by cumulative volume purchased. **3. Other Discounts** Describe additional discounts available to States or Participating Entities.	M	YES ☐ NO ☐
10	**PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors are encouraged to participate in the Premium Savings Package (PSP) Program. If intending to participate, propose and describe commitment to offer and maintain deeply discounted standard configurations. Participants in the PSP program will commit to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals, as determined by the Participating Entities. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents. Contract Vendors may provide Premium Savings & Packages in the bands awarded and comply with the following: a. Provide a WSCA-NASPO Premium Savings Packages-specific SKU for each proposed product. Discount must be provided on Contract Vendor related SKU as well. b. Standard configurations cannot change or be upgraded during the entire refresh period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). c. Prices offered must be offered at a better than the quantity one Master Agreement discount. d. Pricing increases are generally not allowed unless there is documentation and justification provided. e. Provide marketing plan of the PSP Program including lead with PSP Program and display prominently on websites to market aggressively to all States.		YES ☐ NO ☐ ☐ n/a for server storage vendors

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	f. Submit quarterly usage reports broken out by State to the WSCA-NASPO Premium Savings Packages team lead and to the WSCA-NASPO PC Master Agreement Administrator. Individual reports to each State may also be required. The format for the reports must follow the current WSCA-NASPO PC reporting format.		
11	**PROMOTIONAL OFFERS:** Contract Vendors will be allowed to provide promotions for deeply discounted products based on their inventory and sales. Promotions will also provide increased savings to States and other Participating Entities. The Contract Vendors will be responsible to market these offers. Describe what kind of promotions will be available and how marketing will be conducted.		YES ☐ NO ☐
12	**Describe the Prompt Payment Terms (if available**) to be offered: ☐__% 30;☐__% 15/Net 30;☐__% 10/Net 30, ☐ Other (specify):_____		YES ☐ NO ☐
13	**ADDED VALUE.** Responders may propose suggestions on improvements and/or alternatives for doing business with your company that will make this contract more cost effective for your company and participating public agencies.		YES ☐ NO ☐
14	**TRADE-IN.** The Participating Addendum by each State will identify if and how trade-in or takeback terms will be conducted. If trade in program will be offered, provide pricing.		YES ☐ NO ☐
15	**SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State will address service agreement terms and related travel. Responder must describe all available options for pricing services in the Price Workbooks such as discount off list, hourly fees, per unit fees, etc.		YES ☐ NO ☐
16	**LEASING.** Responders are not required to provide leasing. Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted. Leasing will be at the option of each participating addendum. If leasing will be offered, provide rates. Do not submit lease documents or corresponding lease terms as these documents should be addressed in a State's Participating addendum if applicable.		YES ☐ NO ☐

SECTION 5: EVALUATION PROCESS

Except at the invitation of the Master Agreement Administrator, no activity or comments from responders regarding this RFP shall be discussed with any of the sourcing team during the solicitation and the evaluation of the responses. A responder who contacts a sourcing team member may, as a result, have its response rejected.

Non-selection of any response will mean that either another response was determined to be more advantageous to the Lead State or that the Lead State exercised its right to reject all responses. At its discretion, the Lead State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response. During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the Lead State may request that a responder provide explicit written clarification to any part of its response.

Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the Lead State having completed negotiating the Master Agreement with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

If only one response is submitted to the solicitation, the Lead State reserves the right to review the response submitted for compliance and to award without assigning points or to reject the offer and re-issue the solicitation, whatever is in the Lead State's best interest.

Per the contract terms and conditions: Notwithstanding anything to the contrary, the Lead State reserves the right to:

a. reject any and all responses received;
b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
e. request a BEST and FINAL OFFER, if the Lead State deems it necessary and desirable; and
f. Suspend and/or terminate negotiations for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
g. Eliminate an item from consideration from all responses.
h. Enter the highest price item of all responses received when an item has not been provided by a responder.
i. Request additional pricing items for consideration.
j. Clarify pricing responses with responder(s).
k. Include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation.

Preferences and prompt pay discount will be applied when evaluating cost as detailed in the Terms and Conditions or as otherwise specified in the solicitation

PHASES.

The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

Phase I - Review and select responsive, compliant responses

Phase II - Evaluate responses

Phase III - Select finalists

Phase IV - Sign Master Agreements

Phase I - Review and Select Responsive, Compliant Responses. The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The Lead State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation.

Phase II - Evaluate Responses. Only those responses found to be responsive under Phase I will be considered in Phase II. The Lead State may request clarification from one or more responders. The responses must be made in writing as the Lead State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the Lead State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

Responses will be rated as follows:

Acceptance of Terms & Conditions	50 Points
Accessibility	50 Points
Environmental	50 Points
Qualifications	75 Points
Business	125 Points
Customer Support	150 Points
Cost Component	500 Points
TOTAL	1000 Points

As indicated above, points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.

Phase III - Select Finalists. Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The Lead State reserves the right to request oral presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The Lead State reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final Offer, and/or negotiations.

The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make recommendations on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and provided to the WSCA-NASPO Management Board for approval.

Phase IV. Sign Master Agreement with Awarded Vendor.

SECTION 6: ATTACHMENTS

A. Participating States Terms & Conditions

B. Model Participating Addendum

C. Model Master Agreement

D. Action Request Form Sample

E. Product and Service Schedule Sample

F. Bulk/Volume Pricing Examples

G. Detail Sales Report Template

H. Price Workbooks

I. Solicitation Summary

A. PARTICIPATING STATES

SAMPLE TERMS & CONDITIONS

Terms and Conditions will be negotiated with individual State after award of the Master Agreement. All States reserve the right to add additional terms and conditions to participating addendums.

The following States have provided samples:

1. Minnesota
2. California
3. Connecticut
4. Massachusetts
5. New Jersey
6. Oregon
7. Utah

MINNESOTA

SAMPLE

PARTICIPATING ADDENDUM

This SAMPLE is **for informational purposes only** and will be negotiated with individual State after award of the Master Agreement. All States reserve the right to add additional terms and conditions to a participating addendums.

1. **ADMINISTRATIVE FEE**. On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Materials Management Division, a fee of 1% (.01) multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Participating Addendum. The fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31 of any given year. The Contract Vendor must provide a report detailing the total sales to State agencies and CPV members. The report must be submitted with the check on or before the required 30 days after the end of the quarter.

   The State reserves the right, at any time during the Participating Addendum period, to amend the Participating Addendum to change or add fees. This may include fees directed to the Department of Administration, Materials Management Division, Office of Enterprise Technology or other state entities. The reporting requirements and amount of the fee will be specified in the Participating Addendum amendment. The Contract Vendor will be allowed to adjust the Participating Addendum pricing up to the percentage of any additional fee(s).

2. **DATA SECURITY.** The Contract Vendor is required to recognize that on the performance of the Participating Addendum the Contract Vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and Minnesota Statutes Section 270B.02.

   In performance of the contract, the Successful Vendor agrees that it will comply with the laws under Minnesota Statute Chapters 325E.64, 270B and 13, relating to confidentiality of information received as a result of the contract. The Contract Vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

   The Contract Vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The Contract Vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the Contract Vendor on behalf of the State of Minnesota.

   The Contract Vendor shall recognize the State of Minnesota's sole and exclusive right to control the use of this information. The Contract Vendor further agrees that it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the Participating Addendum.

   The Contract Vendor shall recognize that if it becomes aware of a privacy or security incident regarding the content of any State of Minnesota information, the Contract Vendor agrees to immediately report the event to the Minnesota Office of Enterprise Technology (OET) (d/b/a MN.IT).

   The Contract Vendor agrees to indemnify and hold harmless the State of Minnesota from any and all liabilities and claims resulting from the unauthorized disclosure by the Contract Vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the Participating Addendum. The Contract Vendor must return all source data to the State's project manager.

3. **BUYING "OFF" CONTRACT.** This Participating Addendum does not prohibit State agencies from using their delegated local purchasing authority to procure similar goods and services from other vendors.

4. **DEFAULT.** All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. No substitutions or cancellations are permitted without written approval of the Ordering Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase

order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be including but not limited to; removed from the vendor's list, suspended or debarred from receiving a Master Agreement for failure to comply with the terms and conditions of the Master Agreement, or for failure to pay the State for the cost incurred on the defaulted Master Agreement

5. **DEFINITIONS. CPV Members.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Materials Management Division (MMD) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the MMD website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the MMD website at www.mmd.admin.state.mn.us.

   a. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

   b. **Ordering Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.

   c. **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Materials Management Division (MMD), representing the State of Minnesota as the contracting agency for the Participating Addendum.

   d. **Contract Vendor and Contractor.** These two terms apply to the awarded vendor from the WSCA-NASPO Master Price Agreement that MMD selects to receive a Participating Addendum.

   e. **Contract.** Contract is defined as the WSCA-NASPO Master Price Agreement and the Minnesota Participating Addendum.

6. **EFFECTIVE DATE and CONTRACT PERIOD**. The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on the date of Participating Addendum execution, to [Enter Specific Date], with the option to extend up to [Enter Numeric #] months, upon agreement by all parties.

7. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.

8. **E-VERIFY CERTIFICATION.** For services in excess of $50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on MMD website www.mmd.admin.state.mn.us.

   All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

9. **FUNDING OUT CLAUSE.** Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations

of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

10. **GENERAL INSURANCE REQUIREMENTS.** The Contractor/Contract Vendor (Contract Vendor) shall maintain insurance to cover claims which may arise from operations under this Contract, The Contract Vendor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

    All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR: The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER: The Contract Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR: The Contract Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's performance under this Contract.

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:** Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

    Coverage B – Employer's Liability
    $100,000 Bodily Injury by Disease per Employee
    $500,000 Bodily Injury by Disease Aggregate

$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor becomes eligible for Workers' Compensation, the Contract Vendor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

2. **Automobile Liability Insurance:** The Contract Vendor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contract Vendor will require the subcontractor to maintain Automobile Liability insurance.

A. Minimum Limits of Liability:
$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverages:
X Owned Automobile
X Non-owned Automobile
X Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

3. **General Liability Insurance:** The Contract Vendor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

A. Minimum Limits of Liability:
$2,000,000 - Per Occurrence
$2,000,000 - Annual Aggregate
$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages
X Premises and Operations Bodily Injury and Property Damage
X Personal & Advertising Injury
X Blanket Contractual
X Products and Completed Operations
X **State of Minnesota named as an Additional Insured**

4. Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy): This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Contractor is required to carry the following **minimum** limits:

- $2,000,000 – per claim or event
- $2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial

documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Upon notification of award, and within seven (7) days of notification, the awarded vendor(s) must provide a Certificate of Insurance with the coverage and amounts called for in the solicitation. Any Contract awarded will not be executed until the Certificate of Insurance has been received and approved by the State. The State reserves the right to rescind the Contract award if the vendor does not provide the Certificate of Insurance within the required time.

11. **INDEMNIFICATION.** For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

12. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

    Conditions of Payment. The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State.

13. **PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing the Contract, Contract Vendor certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.

14. **PURCHASING CARDS.** Contract Vendor will accept a purchasing card for order placement in addition to accepting a purchase order, without adding a surcharge or passing the processing fees or for the purchasing card back to the State. The State's per transaction limit is currently $2,500 and is subject to change.

15. **PROFESSIONAL/TECHNICAL (P/T) SERVICES.** For **state agencies**, Professional/Technical Services **must** be related to the equipment and/or software purchased from this Contract and **is limited** to $50,000 per project and must be in the scope of the Master Agreement and the Participating Agreement. Based on the size, scope and complexity of the project, the State (Department of Administration, Materials Management Division) reserves the right, on a case by case basis, to approve dollar limits exceeding $50,000 per project. Professional/Technical Services above the $50,000 dollar limit **must** be related to said project. State agencies **must** request, in writing, and obtain prior written approval from the MMD - Professional/Technical Contracts Section, before proceeding with projects exceeding the $50,000 limit.

16. **PRINTERS AND MULTI-FUNCTIONAL DEVICES.** The Contract Vendor must indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content. If any descriptive marketing materials are silent as to functions utilizing recycled content paper, the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.

17. **RETAINAGE.** For Professional/Technical Services ten percent (10%) of the cost of each deliverable will be withheld by the State. The retainage will be held by the State until the deliverable has been reviewed by the head

of the agency entering into the Contract and the head of the agency has certified that the Contract Vendor has satisfactorily fulfilled the terms of the Contract.

18. **SUBCONTRACTOR PAYMENT (When Applicable). In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall,** within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of $100 or more will be $10. For an unpaid balance of less than $100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

    The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

19. **SUPPLY CHAIN SECURITY**. The Contract Vendor must ensure that the Contract Vendor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State of Minnesota goods, including goods intended to be but not yet delivered to the State of Minnesota, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

    Contract Vendor must maintain certification in an official supply chain security program (ISO 28000, Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State of Minnesota, Office of Enterprise Technology (OET d/b/a MN.IT Services or MN.IT and the State of Minnesota, Department of Administration's Materials Management Division (MMD)) and comply with the program's security standards for all orders sourced from the Contract/Agreement. To demonstrate certification, Contract Vendor must provide to MMD and OET within one month following the effective date of this Contract/Agreement or amendment adding this Section, whichever is later, a letter verifying its certification status in an official supply chain security program and, if available, supporting documentation of its certification. Contract Vendor must immediately notify MMD and OET of any change to its certification status.

    Alternatively, if Contract Vendor is not certified or loses certification, Contract Vendor must complete an OET security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to OET's satisfaction.

    Notification of Supply Chain Security Breach. Contract Vendor and its subcontractors must immediately notify MMD, OET, and the Purchasing Entity, if different from OET, of any breach of supply chain security involving State of Minnesota goods, including goods intended to be but not yet delivered to the State of Minnesota. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

Return/Rejection of Goods. If a breach of supply chain security has occurred or the State of Minnesota in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods and/or return any goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely at the expense and responsibility of the Contract Vendor.

The State of Minnesota may instruct Contract Vendor, at Contract Vendor's expense, to sanitize or destroy returned goods and, upon completing sanitization or destruction, Contract Vendor must provide a Certificate of Data Destruction that meets the requirements of the then current version of NIST Special Publication 800-

88. The Certificate of Data Destruction must be provided to OET within one month following the completion of sanitization or destruction.

At no additional expense to the State of Minnesota, Contract Vendor must provide within a reasonable time frame replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach.

20. **TAXES.** State Agencies are subject to paying Minnesota sales and use taxes. Taxes will be paid directly to the Department of Revenue using Direct Pay Permit #1114, unless otherwise instructed in the Contract. If orders are issued by CPV Members, the Contract Vendor should confirm all of the tax requirements with the Ordering Entity.

21. **TERMINATION OF THE PARTICIPATING ADDENDUM**. The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Contract Vendor may request to cancel the Participating Addendum but must receive written approval from the State.

22. **ACCEPTANCE TESTING.** The Parties may agree upon an Acceptance Test that demonstrates to the satisfaction of the State that the product meets the representations set forth in the Responder's Contract. The State shall have the right to add to, modify, or replace the Contract Vendor's proposed Acceptance Test with equivalent tests which, in the State's opinion, more adequately demonstrate system capabilities for proposed State applications. The Acceptance Test will be performed at the site using the actual products, software, and interfaces stated as necessary for performance. No payment for deliverables will be authorized by the State until this Acceptance Test is satisfactorily completed and the State notifies the Contract Vendor of such acceptance in writing. Product shall be required to pass acceptance testing and system performance testing before final acceptance. Acceptance testing will take place over a period of 30 days starting with the first day of actual service, unless otherwise mutually agreed. Contract Vendor shall be available to assist with operation of the installed product during the Acceptance Test period. The Contract Vendor and the State shall work together to develop the final testing criteria.

CALIFORNIA
ADDITIONAL TERMS

A. California Participating Addendum Eligibility Requirements (for use by State Departments)

The State of California will only consider entering into a Participating Addendum with a successful Responder for a specific band when the following conditions are met:

1. At least three Responders were awarded Master Agreements for the band; and
2. Responder's point total in Phase II of the RFP Evaluation was within 25% of the highest point total for the Band.

Note: California will only be able to execute Participating Addenda for bands where at least three (3) successful Responders, meeting the criteria outlined above, sign Participating Addenda.

B. California Participating Addendum Eligibility Requirements (for use by Political Subdivisions)

The State of California reserves the right to decide on Participating Addendum eligibility requirements after award of Master Agreement(s).

C. Terms and Conditions

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda:

1. State Information Technology (IT) General Provisions – GSPD401IT, effective 06/08/10. The ten page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf.
2. State Information Technology (IT) Purchase Special Provisions, effective 02/08/07. The two page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/Purchsespecial020807.pdf.
3. State Information Technology (IT) Maintenance Special Provisions, effective 1/21/03. The five page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf.
4. State Information Technology (IT) Software License Special Provisions, effective 1/21/03. The three page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf.
5. American Recovery and Reinvestment Act (ARRA) Supplemental Terms and Conditions, revised 08/10/09. The two page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

The State of California reserves the right to add additional terms and conditions to the Participating Addendum.

CONNECTICUT

Terms and Conditions

Whistleblowing.
This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Forum and Choice of Law.
The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Sovereign Immunity.
The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

Summary of State Ethics Laws.
Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

Campaign Contribution Restriction.
For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

Executive Orders.
This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

Nondiscrimination
(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without

regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Tangible Personal Property

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

Audit and Inspection of Plants, Places of Business and Records

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If

any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

Protection of Confidential Information

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

Financial Audit for State Grants

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

MASSACHUSETTS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract**.** The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. *Contract Effective Start Date.* Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. *Payments And Compensation.* The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. *Contractor Payment Mechanism*. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. *Contract Termination Or Suspension*. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. *Written Notice*. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. *Confidentiality*. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. *Record-keeping And Retention, Inspection Of Records.* The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. *Assignment.* The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. *Subcontracting By Contractor.* Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. *Affirmative Action, Non-Discrimination In Hiring And Employment.* The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. *Indemnification.* Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. ***Waivers.*** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedy able to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. ***Risk Of Loss.*** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. ***Forum, Choice of Law And Mediation.*** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. ***Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.*** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: ____ ____ ____ ____ ____ ____ ____ ____ ____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the***: Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Massachusetts Statewide Contract Administration Fee

Introduction:

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's bid price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor based on your statewide contract. Eligible entities include, but are not limited to: a) Cities, towns, districts, counties and other political subdivisions; b) Executive, Legislative and Judicial Branches, including all departments and elected offices therein; c) Independent public authorities, commissions, and quasi-public agencies; d) Local public libraries, public school districts, and charter schools; e) Public hospitals owned by the Commonwealth; f) Public institutions of higher education; g) Public purchasing cooperatives; h) Non-profit, UFR-certified organizations that are doing business with the Commonwealth; i) Other states and territories with no prior approval by the State Purchasing Agent required; and j) Other entities when designated in writing by the State Purchasing Agent. For a list of other entities that are eligible to use your specific Statewide Contract, please check the Issuers Tab for each Solicitation or Contract on Comm-PASS at www.comm-pass.com.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

Quarterly Fee Payment:

For each Payment Period, Contractor shall pay to OSD a Fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a contractor will be considered in breach of contract:

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1 – December 31st	February 15th

Quarterly payment will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made by check made payable to the "Operational Services Division, Comm. of Mass." and mailed to: Operational Services Division, Attn: Contract Admin. Fee, One Ashburton Place, Room 1017, Boston, MA, 02108. Please include the following information in the memo field of each check: 1) "Contract Administration Fee", 2) the Statewide Contract Number and 3) your Commonwealth of Massachusetts Vendor Code (VC) number. Please do not list social security numbers on the check. If the total Administration Fees due for the Payment and Reporting Period (see section III below) are less than $50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is $50 or greater.

Quarterly Reporting:

Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period, even if no payment is due for the Payment Period. The Statewide Contractor Administration Fee Report for the applicable payment period must be completely filled out and signed by the Statewide Contractor under pains and penalties of perjury.

Audit:

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

Other Terms:

a. Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

b. All amounts payable by the Contractor to OSD under this Agreement that are late and not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by clicking on the fiscal year in question on the Comptroller's Fiscal Year Updates webpage.

c. In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, imposing of penalties of up to 10% of the amount in question or $500, whichever is greater, contract suspension, payment intercept and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to Massachusetts General Laws Chapter 29, Section 29F, as amended, and pursuant to Section 4 of the Commonwealth Terms and Conditions. In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

NEW JERSEY

State of New Jersey Standard Terms and Conditions

Rev: 10/21/2011 ST&C

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT- Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION – Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (http://www.state.nj.us/treasury/revenue/busregcert.shtml. N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at

2.2 ANTI-DISCRIMINATION - All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. l0:5-1 et seq. and N.J.S.A. l0:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

2.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 MACBRIDE PRINCIPLES – The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS – Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

a. make or solicit a contribution in violation of the statute;
b. knowingly conceal or misrepresent a contribution given or received;
c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee;
e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 http://www.elec.state.nj.us/. **POLITICAL CONTRIBUTION DISCLOSURE** – The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A.19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE - Pursuant to L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.10 COMPLIANCE - LAWS - The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;
1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 **BUILDING SERVICE** – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.
3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-l et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.
3.6 SERVICE PERFORMANCE WITHIN U.S. – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.
A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.
3.7 BUY AMERICAN – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION - The contractor's liability to the State and its employees in third party suits shall be as follows:
(a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
(b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
(c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
4.2 INSURANCE - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.state.nj.us
The insurance to be provided by the contractor shall be as follows:

a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,0[illegible] occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property.
c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

$1,000,000 BODILY INJURY, EACH OCCURRENCE
$1,000,000 DISEASE EACH EMPLOYEE
$1,000,000 DISEASE AGGREGATE LIMIT
d. This $1 million amount may have been raised by the RFP when deemed necessary by the Director.
e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR – The contractor's status shall be that of any independent contractor and not as an employee of the State.
5.2 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.
5.3 CONTRACT TERM AND EXTENSION OPTION - If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.
5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK – The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the
Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:
(a) If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.
5.5 CHANGE IN LAW– Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:
(a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
(b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.
5.6 SUSPENSION OF WORK - The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date

as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contracto approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the contractor.

b. For Cause 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.

2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT –

a. Subcontracting : The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE - Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR - The contractor hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location.

d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.

e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS-

a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.

b. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

c. Items delivered must be strictly in accordance with the contract.

d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14. CONTRACT AMENDMENT – Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.

b. It shall advise the Attorney General of New Jersey:

1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.

d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS -

a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized.

c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls.

d The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD - The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds $5.00 per properly executed invoice.
Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.
6.6 AVAILABILITY OF FUNDS – The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.

OREGON

Participating Addendum
between
[insert Contractor]
and
State of Oregon acting by and through the Department of Administrative Services
under
the WSCA-NASPO Procurement for Computer Equipment

State of Minnesota master contract number: _____

(Oregon contract number for this Participating Addendum: _____)

1. **Introduction**. This Participating Addendum (this "Addendum") between _____, a _____ corporation which is authorized to do business in Oregon ("Contractor") and the State of Oregon acting by and through the Department of Administrative Services, DAS Procurement Services ("Oregon DPS") is entered into effective as of _____, 2013.

2. **Scope**. This Addendum allows Oregon DPS and the Purchasers (defined below) to make purchases under the State of Minnesota's contract number _____ with Contractor dated effective _____. Minnesota (the "Lead State") is the lead state under a WSCA-NASPO cooperative procurement for computer equipment, maintenance services, and related services. WSCA-NASPO members like Oregon DPS who enter into participating addenda such as this Addendum may purchase goods and services under the Minnesota procurement.

3. **Governed by Addendum**. The terms of this Addendum govern the relationship between Oregon DPS and Contractor. As modified by this Addendum, Oregon DPS and Contractor are also bound by the terms of the Minnesota Agreement, as that term is defined in Section 8.3. Purchasers are responsible for payment obligations arising from Purchase Orders under this Addendum. Contractor will only seek payment from a Purchaser which submits a Purchase Order.

4. **Primary contacts**. The primary contacts for this Addendum are the following individuals (or their named successors):

Contractor

Name	
Street address	
Email address	
Office telephone	
Cell number	
Fax	

Oregon DPS

Street address	1225 Ferry Street SE Salem, Oregon 97301
Email address	_____@state.or.us
Office telephone	
Cell number	
Fax	503-373-1626

Lead State

Name	
Street address	
Email address	
Office telephone	

Cell number _____
Fax _____

5. **Role of chief procurement official**. Use of WSCA-NASPO contracts by agencies authorized by Oregon statutes to use state contracts are subject to the approval of Oregon's chief procurement official ("CPO"). Issues of interpretation and eligibility for participation are solely within the authority of the CPO.

6. **Subcontractors**. Contractor's subcontractors who receive the prior written consent of Oregon DPS may provide goods and services under this Addendum. Participation by subcontractors must be in accordance with, and is expressly subject to, the terms of this Addendum.

7. [Reserved.]

8. **Definitions**. The following terms have the meanings set forth below.

8.1 "Confidential Information" is defined in Section 20.

8.2 "Independent Agency" means an agency, board, commission, department, or subdivision of the State of Oregon with independent procurement authority under ORS 279A.050, 279A.140, or other provisions of applicable Oregon law.

8.3 "Minnesota Agreement" means State of Minnesota's contract number _____ with Contractor dated effective _____. For purposes of this Addendum, the Minnesota Agreement consists of only the following documents:

(a) The "WSCA-NASPO Terms and Conditions" on pages 22 to 29 of the state of Minnesota request for proposals ("RFP").

(b) The list of "bands" of computer equipment, maintenance and warranty services, and related services to be sold by Contractor under the Minnesota Agreement which are Exhibits ___ and ___ to the Minnesota Agreement.

(c) [Possible other Lead State documents.]

For purposes of this Addendum, no other terms are part of the Minnesota Agreement. For example but not in limitation, any other documents issued by or entered into by the Lead State and Contractor (or posted on websites of the Lead State, WSCA-NASPO, Contractor, or elsewhere) are expressly **not** adopted by Oregon DPS and Contractor, and will not govern this Addendum. Also, the "configuration dollars limits" on page 9 of the Lead State RFP do not apply to this Addendum. Further, no amendments to the Minnesota Agreement govern this Addendum unless expressly entered into by Oregon DPS. As noted in Section 2 of the WSCA-NASPO Terms and Conditions (listed on page 22 of the Minnesota RFP), in case of any conflict between the terms of this Participating Addendum, the Minnesota Agreement, the Minnesota RFP solicitation, and Contractor's proposal in response to the Minnesota RFP solicitation, the terms of this Participating Addendum will control.

8.4 "ORCPP" means the Oregon Cooperative Procurement Program, under which members including local governments, agencies, and organizations in the state of Oregon are authorized to purchase goods and services available under an agreement, like this Addendum, entered into by Oregon DPS, and which are listed in the following online document:

http://www.oregon.gov/DAS/EGS/PS/docs/orcpp/orcppmemberlist.pdf

8.5 "Purchaser" means an entity that submits a Purchase Order to Contractor under this Addendum. A Purchaser may be either (1) Oregon DPS, (2) an agency submitting a Purchase Order under Oregon DPS purchasing authority and direction, (3) an Independent Agency, or (4) an ORCPP member with its own purchasing authority.

8.6 "Purchase Order" means a document submitted by a Purchaser to Contractor under this Addendum that specifies a quantity and type of goods and services that Purchaser is purchasing and which Contractor will provide to Purchaser under the terms of this Addendum.

8.7 "Services" means installation, configuration, implementation, and training regarding the computer equipment (including software) provided by Contractor under this Addendum. The Services include but are not limited to the items identified in Exhibits ___ and ___ to the Minnesota Agreement.

9. **Use of Purchase Orders**.

9.1 **Purchase Order forms**. Purchasers may use their own Purchase Order ("PO") forms, and may also use Oregon DPS's Purchase Order form. If a Purchaser received a price quote, the quote number should also be included on the PO. If the terms of any PO form differ from the terms of this Addendum, the terms of this Addendum supersede the inconsistent terms.

9.2 **PO language**. Each Purchase Order should contain the language below on the first page.

"This Purchase Order is issued under the Minnesota Agreement and the Participating Addendum entered into by Oregon DPS and _____, contract number _____. The terms of the Participating Addendum govern this purchase and supersede any inconsistent terms."

9.3 **Liability for Purchase Orders**. Only a Purchaser issuing a Purchase Order is liable for obligations arising under the order. The State of Oregon expressly disclaims any liability for purchases made by entities that are not Oregon state agencies. Contractor acknowledges that the State of Oregon is only responsible for PO that it issues.

9.4 **Verification of Purchasers**. Contractor is responsible for verifying that it provides goods and services under this Addendum only to Purchasers. (Contractor can verify that a particular entity is an ORCPP member at the website listed in the ORCPP definition.)

10. Exhibits. This Addendum includes the following exhibits which are incorporated by this reference.

10.1	Exhibit A	Contractor insurance requirements.
10.2	Exhibit B	Approved Resellers of Contractor Products and Services related to the Products
10.3	Exhibit C	. [Reserved]
10.4	Exhibit D	Format for Volume Sales Report.

11. **Payment terms**.

11.1 A Purchaser will pay Contractor for goods and services at the rates set forth in a Purchase Order. All payments to Contractor are subject to ORS 293.462. Purchasers may make payments under this Addendum by check or credit card.

11.2 **Invoices**. A Purchaser will pay Contractor no more than once each month for undisputed amounts due upon Contractor's submission of detailed invoices that describe the goods and services delivered by Contractor and accepted by the Purchaser. Contractor shall request payment only for goods and services accepted by a Purchaser. Contractor must submit invoices electronically to Purchaser's representative as designated on a Purchase Order.

11.3 Contractor's invoices must include the following information:

(a) The number of this Addendum.
(b) The Purchase Order number.
(c) The goods and services ordered.
(d) The date of Contractor's delivery.
(e) The quantity of goods and services delivered.
(f) The price per item of delivered goods and services.
(g) The total amount due.
(h) The address to which payment is to be sent.

11.4 **Invoice disputes**. Purchasers may review invoices for compliance with the requirements of this Addendum, and in the event of a discrepancy may dispute an invoice. Purchasers will not pay disputed claims until the dispute is resolved. Purchasers will pay undisputed portions of disputed or incorrect invoices where the undisputed portion can be easily identified by Purchaser. Payment of an amount less than the total amount due on an unpaid invoice must be credited by Contractor as directed by Purchaser. In no event may Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error or dispute between the parties. Contractor shall have three months from the date of any disputed billing item to give notice and initiate a dispute against Purchaser. Once either party has notified the other of an invoice or payment dispute, the parties shall attempt to resolve the dispute within 6 months. Purchasers have two years from the date of any disputed invoice to give notice and initiate a dispute against Contractor.

11.5 **No additional fees**. The cost for products listed in this Addendum is the only allowable charge. Contractor may not

add any other fees or charges irrespective of the payment method used by a Purchaser.

12. **Funds available and non-appropriation**. A Purchaser's payment obligations under this Addendum are conditioned upon Purchaser receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Purchaser Order. Nothing in this Addendum or Purchaser Order is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law governing liabilities or financial obligations of the State of Oregon.

13. **Volume sales reports and vendor collected administrative fees**.

13.1 **Volume sales reports**. Contractor shall submit to Oregon DPS a volume sales report ("VSR") no later than thirty (30) calendar days from the end of each calendar quarter, whether or not there are sales under this Addendum. When no sales have been recorded for a quarter, Contractor's VSR will state "No sales for the quarter." The calendar quarters end on March 31, June 30, September 30, and December 31.

13.2 **Content of VSRs**. Contractor's VSR must include the following information:

(a) Complete and accurate details of all receipts (sales and refunds) for the reported period.

(b) The information listed in Exhibit D to this Addendum. (Exhibit D is the Volume Sales Report Template which Contractor is required to submit to Oregon DPS.)

(c) Such other information as Oregon DPS may reasonably request.

13.3 **VSR delivery requirements**. Contractor must deliver VSRs by email with the VSR in the form of a Microsoft Excel (.xlsx) spreadsheet attached to the email. Print outs of VSRs are not acceptable. Electronic copies of VSRs on compact disks are only acceptable if the size of the file precludes transmission by email. Approval from the Oregon DPS representative must be obtained for deviations from these requirements.

13.4 **Delivery of VSRs**. The first VSR submitted by Contractor must be submitted to the Oregon DPS representative for review and approval. The first VSR and all subsequent VSRs must be submitted by email to: vcaf.reporting@state.or.us. The Oregon DPS representative's receipt of VSRs does not preclude Oregon DPS from challenging the accuracy of VSRs at any time.

13.5 **Vendor collected administrative fee**.

(a) **Vendor collected administrative fee (VCAF) definition**. VCAF means one percent (1%) of Contractor's gross total sales, less any credits, made to Purchasers under this Addendum during each calendar quarter.

(b) **VCAF payments**. During the term of this Addendum, Contractor shall pay the VCAF amount to Oregon DPS within forty-five (45) calendar days after the end of each calendar quarter.

(c) Contractor must not reflect the VCAF fee as a separate line item charge to Purchasers. Contractor's prices must reflect all Contractor's charges to Purchasers, including the VCAF amount. Oregon DPS will invoice Contractor for the VCAF on invoices based on Contractor's VSR. Contractor is responsible for submitting timely VSR reports and making timely VCAF payment to Oregon DPS.

(d) **Payment format**. Contractor's VCAF payment shall be made in the form of a check sent to the address below (or to such other address designated by the Oregon DPS representative). Any form of VCAF payment other than a check must be specifically approved in writing by the Oregon DPS representative.

State of Oregon
Department of Administrative Services
Attn: VCAF payment to DPS
1225 Ferry Street SE, U140
Salem, Oregon 97301-4285

(e) **Interest on payments**. Any payments owed by Contractor to Oregon DPS which are made after the due date indicated on the invoice shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until the overdue amount has been paid in full. Oregon DPS's right to interest on late payments shall not preclude Oregon DPS from

exercising any available rights or remedies.

13.6 **Audit rights**. Oregon DPS shall have the right during regular business hours and upon reasonable notice, at Contractor's premises, by itself or by a person authorized by it, to audit Contractor's books and records to determine and verify the information reported in any VSRs. In the event that any such audit reveals underpayment of VCAF fee, Contractor shall immediately pay the amount of deficiency, together with interest thereon at the rate provided in Section 6.2.3.2. At Oregon DPS'S request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by Oregon DPS.

14. **Contractor warranties**.

14.1 Contractor makes the representations and warranties in this section for the benefit of Purchasers. Purchasers are entitled to the warranties, rights, remedies, and benefits under this Addendum. Contractor represents and warrants to Purchasers that:

(a) Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms.

(b) Contractor will, at all times during the term of this Addendum, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform services under this Addendum.

(c) All goods delivered by Contractor under this Addendum will be new, unused, current versions and models, and will be free from defects in materials, design and manufacture for the longer of Contractor's or the publisher's warranty period, through the expiration of the longer warranty period.

(d) All goods and services delivered by Contractor will materially conform to, and meet or exceed, the specifications and acceptance criteria set forth in a Purchase Order, this Addendum, or any documentation provided by Contractor.

(e) All services performed by Contractor will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality is acceptable.

(f) Contractor's performance creates no potential or actual conflict of interest, as defined by ORS chapter 244, for Contractor, any Contractor personnel, or any approved subcontractors who perform services for Purchasers.

(g) All goods provided by Contractor are free and clear of any liens and encumbrances, and that Contractor has full legal title to the goods, and no other person has any right, title or interest in the goods which is superior to or infringe upon the rights transferred to a Purchaser. Title to goods delivered is subject to the provisions of ORS chapter 72.

(h) When used as suggested by Contractor in product documentation and otherwise, no good or service delivered by Contractor infringes any copyright, patent, trade secret, trademark, or other proprietary right of any third party, nor will Purchaser's use, duplication, or transfer of the goods or services infringe any such rights.

(i) All goods and services provided by Contractor comply with all applicable federal and state health and safety standards.

(j) Any approved subcontractors providing goods or performing services under this Addendum have assigned all of their rights in the goods and services to Purchaser. No third party has any right, title or interest in any goods or services supplied to Purchaser.

14.2 Contractor must transfer to Purchaser all manufacturer warranties covering goods at time of delivery at no charge.

14.3 Contactor shall transfer all goods and services to Purchasers free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.

14.4 The warranties set forth in this Addendum are in addition to, and not in lieu of, any other warranties provided in Contractor's product and service documentation. All warranties provided in this Addendum and in Contractor's product and service documentation are cumulative and should be interpreted expansively so as to afford Purchaser the broadest protection available.

15. **Indemnities and Liability**.

15.1 **General indemnity**. Contractor will defend and indemnify Purchaser and the State of Oregon and their agencies, officers, employees, and agents (together, the "Indemnified Parties") from and against all claims, suits, actions, losses, damages, liabilities, costs, expenses, and attorney fees of any nature whatsoever including the activities of Contractor and its officers, employees, subcontractors, resellers, and agents without limitation claims for personal injury, death, and property damage (together, "Claims") resulting from, arising out of, and relating to goods and services provided by Contractor under this Addendum.

15.2 **Infringement indemnity**. Contractor will defend and indemnify the Indemnified Parties from and against Claims resulting from, arising out of, or relating to a claim that any aspect of the goods or services furnished under a Purchase Order infringes a copyright, patent, trademark, trade dress, utility model, industrial design, mask work, or any other intellectual property right of any third party ("Infringement Claim").

15.3 **Defense of indemnity claims**. Contractor's obligation to defend and indemnify a Purchaser is conditioned on Purchaser providing to Contractor notice of a Claim or potential Claim of which Purchaser becomes aware that may be the subject of those sections. However, to the extent Purchaser's notice is delayed, Contractor's obligation to defend and indemnify is only foregone only to the extent it is prejudiced by delay. Contractor may control the defense and settlement of Claims. However, neither Contractor nor any attorney engaged by Contractor may defend a claim nor purport to act as legal representative in the name of the State of Oregon or the Indemnified Parties which are state agencies without the approval of the Oregon Attorney General. Contractor may not settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election, assume its own defense by providing notice to Contractor. Contractor may not settle any indemnity claim on the State of Oregon's behalf without the prior written consent of the Oregon Attorney General. The participation of the State of Oregon under this section will not relieve Contractor of its obligation to indemnify the State of Oregon.

15.4 **Remedies for Infringement Claims**. If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Purchaser is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, (1) procure for the Purchaser the right to continue using the allegedly infringing goods and services, or (2) replace or modify the goods or services so that they become non-infringing, provided that the replacement or modified product or service meets the specifications in the applicable Purchase Order to the satisfaction of Purchaser. If the foregoing remedies are not available, then Purchaser may return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor must refund Purchaser's payments in full, for the allegedly infringing goods or services, in additional to any other remedies available to Purchaser.

15.5 **Limitation of liability**. Except for indemnity and defense liability or confidentiality violations, or claims for personal injury, including death, or damage to property arising from the negligence, reckless conduct, or intentional acts of Contractor, its officers, employees, and agents, Contractor's liability for damages to the State of Oregon for individual claims is limited to the greater of one million dollars or two times the aggregate value of all payments made by Purchasers under this Addendum over the two year period prior to notice of a claim. Neither party is liable to the other party for any consequential or incidental damages.

16. **Term and termination of Addendum**.

16.1 **Term of Addendum**. The initial term of this Addendum will be _____ years beginning on the date that Oregon DPS signs the Addendum. Oregon DPS may extend the term of the Addendum for additional periods not to exceed a cumulative total of _____ years, unless terminated earlier in accordance with the termination provisions in this Addendum. Irrespective of any termination, a Purchaser's rights this Addendum continues in force for any goods and services accepted by a Purchaser.

16.2 **Termination of Addendum**. In addition to any termination rights in the Minnesota Agreement, Oregon DPS may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as Oregon DPS may establish in such notice, for no reason or for any reason. Oregon DPS may also terminate this Addendum for the following reasons:

(a) Contractor is in default under this Addendum and breaches any term of this Addendum.

(b) Oregon DPS fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow Oregon DPS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Addendum.

(c) Federal, state, or local laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods or services under this Addendum is prohibited or a Purchaser is prohibited from paying for such goods or services from the planned funding source.

16.3 Upon receipt of written notice of termination, Contractor shall stop performance under all Purchase Orders under this Addendum as directed by Oregon DPS. Contractor must notify Oregon DPS and effected Purchasers regarding the status of Purchase Orders which have not been fully performed by Contractor at the time of the termination.

16.4 Termination of this Addendum or the Minnesota Agreement does not extinguish or prejudice Oregon DPS's or a Purchaser's right to enforce this Addendum or a Purchase Order, including without limitation any right of the Oregon DPS or a Purchaser to indemnification by Contractor. If this Addendum or a Purchase Order is so terminated, the Purchaser will pay Contractor in accordance with the terms of a Purchase Order for goods and services which are accepted by the Purchaser.

17. **Termination of individual Purchase Orders**.

17.1 A Purchaser may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, immediately upon notice to Contractor, or at such later date as Purchaser may establish in such notice, for no reason or for any reason. A Purchaser may also terminate this Purchase Orders on the occurrence of any of the following events:

(a) Contractor is in default of or breaches any term of a Purchase Order.

(b) A Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow a Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under a Purchase Order.

(c) Federal, state, or local laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods or services is prohibited, or a Purchaser is prohibited from paying for such goods or services from the planned funding source.

17.2 Upon receipt of written notice of termination, Contractor will stop performance under the Purchase Order as directed by Purchaser.

17.3 Termination of a Purchase Order does not extinguish or prejudice a Purchaser's right to enforce the Purchase Order, including without limitation any right of Purchaser to indemnification from Contractor. In addition, termination of a Purchase Order does not extinguish or prejudice Purchaser's right to enforce the any provisions of this Addendum. If a Purchase Order is terminated, Purchaser will pay Contractor in accordance with the terms of this Addendum for goods and services accepted by Purchaser.

18. **Compliance with law**.

18.1 Contractor will comply with all federal, state, and local laws, rules, regulations, executive orders, and ordinances applicable to Contractor's performance under this Addendum and to the goods and services purchased.

18.2 Without limitation, a Purchaser's performance under this Addendum and Purchase Orders is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235, and 279B.270. In addition, Contractor warrants the goods and services provided under this Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the Oregon Workers' Compensation Division. Contractor must comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

18.3 In addition, if Contractor is notified by a Purchaser that a specific purchase is being made with American Recovery and Reinvestment Act of 2009 ("ARRA") funds, Contractor agrees to comply with the data element and reporting requirements as defined in Federal Register Volume 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Purchaser will inform Contractor when Purchaser becomes aware that ARRA funds are being used for a purchase. Contractor will provide the required report to Purchaser with the invoice presented to Purchaser for payment. Contractor, as it relates to purchases under this Addendum, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

18.4 **Application of public records law**. Contractor acknowledges that any disclosures Contractor makes to Purchaser under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410 to 192.505, the provisions for the custody and maintenance of public records, ORS 192.005 to 192.710, and of ORS 646.461 to 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Purchaser may depend upon official or

judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Purchaser's release of documents to entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

18.5 **Recycled products**. Contractor must use, to the maximum extent economically feasible in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii).

19. **Notices**. Except as otherwise provided in a Purchase Order, any notices to be given under this Addendum or under a Purchase Order must be given in writing by personal delivery, by facsimile, or by mailing the notice, postage prepaid, to the address or phone number set forth on the Purchase Order. Any communication so addressed and mailed will be deemed to have been received five calendar days after mailing. Any communication delivered by facsimile will be deemed to be given when a confirming report for the transmission is generated by the transmitting fax machine. To be effective against the receiving party, a fax transmission or mailed notice must be confirmed by telephone notice and email notice to the receiving party's authorized representative. Any notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative. For notices given under this Addendum, the contact information for representatives of Contractor and Oregon DPS are set forth in Section 5 of the Addendum.

20. **Confidential Information and non-disclosure.**

20.1 In the course of performing under this Addendum, Contractor may be exposed to or acquire information that is confidential to Oregon DPS and Purchasers. Any information of any form obtained by Contractor and its employees, agents, and approved subcontractors (together, "Contractor Personnel") in the performance of this Addendum and Purchase Orders is confidential information of Oregon DPS and Purchasers ("Confidential Information"). Contractor must treat any reports or other documents or items which result from the use of the Confidential Information in the same manner as Confidential Information.

20.2 **Non-disclosure obligation**. Contractor must hold Confidential Information in confidence, using at least the same degree of care that Contractor uses in maintaining its own confidential information, and must not transfer, copy, reproduce, sell, assign, license, market, or otherwise disclose Confidential Information to third parties (other than Contractor Personnel who have a need to know such information). Contractor must not use Confidential Information for any purpose whatsoever other than in performing under this Addendum. Contractor must advise Contractor Personnel in writing of their obligations to keep the Confidential Information confidential. Contractor must use commercially reasonable efforts to assist Purchasers in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, Contractor must advise Purchasers immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the non-disclosure obligations of this Addendum. Contractor will at its expense cooperate with Purchasers in seeking injunctive or other equitable relief in the name of Purchasers or Contractor against any such person. Contractor agrees that, except as directed by Purchasers, Contractor will not at any time during or after the term of this Addendum disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Addendum, and that upon termination of this Addendum or at a Purchaser's request, Contractor will provide to the Purchaser all documents, papers, and all other materials in Contractor's possession that contain Confidential Information of that Purchaser.

20.3 Confidential Information does not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document, (b) is furnished by Purchaser to others without restrictions similar to those imposed by this Addendum, (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Addendum, (d) is obtained from a source other than Purchaser without the obligation of confidentiality, (e) is disclosed with the written consent of a Purchaser, or (f) is independently developed by Contractor Personnel who have had no access to the Confidential Information.

21. **Dispute resolution**. In the event that there is any disagreement, dispute, breach, or claim of breach, non-performance, or repudiation arising from, related to or in connection with the Addendum or any Purchase Order, including without limitation to any party's failure or alleged failure to comply with any of the provisions of the Addendum (collectively, a "Dispute"), other than one related to the release of Confidential Information, Oregon DPS and Contractor shall first conduct the following procedure in an attempt to resolve the Dispute:

(a) Oregon DPS and Contractor must make every effort to settle any dispute through their respective managers within five calendar days of one party notifying the other party of a dispute.

(b) If the dispute is not resolved between the managers, then either party may initiate formal dispute resolution discussions by advising the other party in writing. The contacts for these discussions will be Oregon DPS's and Contractor's

representatives listed in Section 4 of this Addendum. Oregon DPS and Contractor must attempt in good faith to resolve the dispute within five calendar days of the notice from the other party that they are initiating this second level of dispute resolution. If Oregon DPS and Contractor agree in writing that there has been substantial progress toward resolution of the dispute, this second level may be extended for an additional five business day period which shall commence at the conclusion of the first five day period.

(c) Nothing in this section (1) will in any way limit a party's rights to seek injunctive relief of any kind, at any time, with respect to any matter, nor (2) will in any way limit a party's right to suspend or terminate the Addendum or pursue other remedies available under the Minnesota Agreement, Addendum, law or otherwise, nor (c) will remove the requirement to provide notices or filings to meet deadlines otherwise required by law, nor (d) will constitute a waiver of the any form of immunity available to the State of Oregon.

(d) Purchasers and Contractor must attempt to resolve all disputes related to Purchase Orders under the procedures described in this section.

22. **Governing law**. This Addendum and Purchase Orders are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

23. **Jurisdiction and venue**. (a) **Oregon state agencies**. Any claim, action, suit, or proceeding (collectively, "Claim") between Contractor and Oregon DPS, or a Purchaser other than an ORCPP member, that arises from or relates to this Addendum or a Purchase Order, must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon.

(b) **ORCPP members**. Any Claims between Contractor and an ORCPP member that arise from or are related to Purchase Orders must be brought and conducted exclusively within the Circuit Court of the Oregon county in which the ORCPP member has its principal office, or at Purchaser's option, within such other county as Purchaser will be entitled to proceed under the venue laws of Oregon to bring or defend Claims.

(c) This section is not a waiver by the State of Oregon or any Purchaser of any form of immunity, including but not limited to sovereign immunity or immunity based on the Eleventh Amendment to the Constitution of the United States. If a Claim must be brought in a federal court, then it must be brought and conducted exclusively in the United States District Court of the District of Oregon. BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER, CONTRACTOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION PROVISIONS OF THIS ADDENDUM.

24. **Entire agreement**.

24.1 This Addendum constitutes the entire agreement between the parties on the subject matter hereof, and supersedes all prior agreements, oral or written. The terms of this Addendum prevail and govern in the case of inconsistent terms of any other document. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification, or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of Oregon DPS or a Purchaser to enforce any provision of this Addendum does not constitute a waiver of that or any other provision.

24.2 This Addendum does not govern or modify any terms under existing contracts that Oregon DPS or Purchasers may have in place with Contractor. Such existing contracts, if any, are governed by and to be performed according to the terms of their own terms.

25. **Foreign contractor.** If Contractor is not domiciled in, or registered to do business in, the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department. A Purchaser may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

26. **Independent contractor**. Contractor is an independent contractor and is not an officer, employee, or agent (as those terms are used in ORS 30.265) of Oregon DPS or Purchasers. Contractor has no authority to bind Oregon DPS or Purchasers in any way. Contractor must not hold itself out as an officer, employee, or agent of Oregon DPS or Purchasers. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

27. **Access to records**. Contractor will maintain all fiscal records relating to this Addendum and to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to this Addendum and Purchase Orders in such a manner as to clearly document Contractor's performance. Contractor must provide access to Purchasers, Oregon

DPS, and the State of Oregon, and their representatives to all records including without limitation to all books, documents, papers, plans and writings of Contractor which relate to this Addendum and Purchase Orders to perform examination and audits and make copies. Contractor will retain and keep accessible all such records for a minimum of six years following final payment or termination of this Addendum, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum or a Purchase Order, whichever date is later.

28. **Severability**. If any term of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term held to be invalid.

29. **Survival of terms**. Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranties, indemnification, access to records, governing law, venue, consent to jurisdiction, termination, and remedies will survive the termination of this Addendum.

30. **Insurance requirements**. Contractor must obtain the insurance coverage as set forth in Exhibit 1. Contractor may not transact business under Addendum or a Purchase Order until it has provided certificates of insurance to Oregon DPS demonstrating that it has complied with the insurance requirements.

31. **Amendments**. (a) The parties may amend this Addendum from time to time. An amendment must be in writing and signed by the parties.

(b) Oregon DPS, in its sole discretion, may add goods and services to this Addendum on an as-needed basis from time to time as determined by Oregon DPS with input from Purchasers.

32. **Tax certification**. The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) Contractor's federal tax identification number is correctly shown on this Addendum. (b) Contractor is not subject to backup withholding because either (1) Contractor is exempt from backup withholding, (2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (3) the IRS has notified Contractor that Contractor is no longer subject to backup withholding. (c) He or she is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor. And (d) Contractor is not in violation of any Oregon Tax Laws. "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150, 403.200 to 403.250, or ORS chapters 118, 314, 316, 317, 318, 321 or 323, or the elderly rental assistance program under ORS 310.630 to 310.706, or a local taxes administered by the Department of Revenue under ORS 305.620.

Contractor: _____, a _____ corporation

Signature: _____
Title: _____
Date: _____
Federal tax #: _____

State of Oregon acting by and through the Department of Administrative Services

Signature: _____
Title: _____
Date: _____

Exhibit A
to
Participating Addendum

Contractor's insurance requirements

A. REQUIRED INSURANCE. Contractor shall obtain the insurance specified in this exhibit prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to Oregon DPS.

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers who work under this Addendum shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless the employers are exempt under ORS 656.126(2). Contractor shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.

ii. PROFESSIONAL LIABILITY

☒ **Required.**

Professional Liability Insurance with a combined single limit, or the equivalent, of not less than $ 1 million each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Addendum.

iii. COMMERCIAL GENERAL LIABILITY.

☒ **Required.**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to Oregon DPS. This insurance shall include personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than $1 million for each job site or location. Each annual aggregate limit shall not be less than $ 2 million.

iv. Automobile Liability Insurance.

☒ **Required.**

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles including MCS-90 endorsement. This coverage may be written in combination with the Commercial General Liability Insurance. The policy shall insure against bodily injury, property damage, or environmental damage arising out of the use (including loading, transporting and unloading) by or on behalf of Contractor, its agents and employees of owned, non-owned or hired vehicles. Combined single limit per occurrence shall not be less than $1 million each accident for bodily injury and property damage.

v. EMPLOYERS' LIABILITY.

☒ **Required.**

If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less than $1 million and annual aggregate limits of not less than $2 million.

B. ADDITIONAL INSURED.

The commercial general liability insurance and automobile liability insurance required under this Addendum shall include State, and its agencies, departments, divisions, commissions, branches, officers and employees as Additional Insureds with respect to Contractor's performance obligations under this Addendum. Contractor shall ensure that coverage is primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE.

If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this *Participating Addendum*, for a minimum of 24 months following the later of (i) Contractor's delivery of all goods and completion of all services required under this Addendum, or (iii) the expiration of all warranty periods provided under this Addendum. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Addendum. Contractor shall provide to Oregon DPS upon a Purchaser's request certification of the coverage required under this exhibit.

D. NOTICE OF CANCELLATION OR CHANGE.

Contractor shall immediately notify Oregon DPS of any change in insurance coverage.

E. CERTIFICATES OF INSURANCE.

Contractor shall provide to Oregon DPS certificates of insurance for all required insurance before delivering any goods or performing any services under this Addendum. The insurance certificates must specify all entities and individuals who are endorsed on the policy as additional insured (or loss payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

Exhibit B
to
Participating Addendum

Approved Resellers of Contractor Products and Services related to the Products

Exhibit C
to
Participating Addendum

[Reserved]

Exhibit D
to
Participating Addendum

Format for Volume Sales Report



VSR-Template.xlsx

UTAH

Additional Terms and Conditions

For WSCA Participating Addendums

The following terms and conditions will be added to the Participating Addendum for the State of Utah:

1) **AUTHORITY:** Provisions of this Addendum are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2) **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

3) **RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

4) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multiple Stage Process.

4.1 **Status Verification System**

A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.

B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

4.2 **Indemnity Clause for Status Verification System**

A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5) **INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

6) **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment

in the work place.

7) **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

8) **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

9) **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

10) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

11) **INSURANCE:** Contractor must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation.

12) **PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

13) **POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

14) **REPORTS AND FEES**: The Contractor agrees to provide a quarterly administrative fee to the State of Utah in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount equal to 1% of the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractors WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

Period End	Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Purchasing Agent in the Division of Purchasing over in this Addendum and a copy to the Utah reports email address salesreports@utah.gov.

15) **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

16) **HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

17) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

18) **PROCUREMENT ETHICS**: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

19) **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the solicitation.

20) **INDIVIDUAL CUSTOMERS:** Each State agency and each political subdivision, as a State Entity, that uses this contract will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

Rev 8-20-13

B. MODEL PARTICIPATING ADDENDUM

1. Scope**:** This addendum covers the **WSCA-NASPO COMPUTER EQUIPMENT CONTRACT** lead by the State of Minnesota for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:
These modifications or additions apply only to actions and relationships within the Participating Entity.
Utilize this section with specific changes or a statement that No Changes Are Required

Items to consider for inclusion in the Participating Addendum:

a. State Administrative Fees
b. Additional Restrictions
c. Configuration Limits
d. Service- allowance of, travel associated with and limits
e. Restrictions/Configuration Limits waiver process
f. Partner utilization & approval Process
g. Lease/Rental Allowance
h. Ordering and Payment Process
i. State Reporting Requirements
j. Chief Procurement Officer approval for Participating Addendums for political subdivisions
k. Additional State Terms and conditions
l. Bring Your Own Device Option

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

LEAD STATE

Name	Sue Kahle
Address	50 Sherburne Avenue, Room 112
Telephone	651-201-2434
E-mail	Susan.kahle@state.mn.su

WSCA-NASPO

Name	Tim Hay
Address	201 East Main Street, Suite 1405, Lexington, Kentucky 40607
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

CONTRACTOR

Name	
Address	
Telephone	
E-mail	

PARTICIPATING ENTITY

Name	
Address	
Telephone	
E-mail	

5. Purchase Order Instructions:
All orders should contain the following:
(1) Mandatory Language "PO is subject to WSCA-NASPO Contract # **XXXXX**"
(2) Your Name, Address, Contact, & Phone-Number
(3) Purchase order amount.
(4) Orders can be made out to either (a) **[CONTRACTOR]** or (b) to an AUTHORIZED reseller depending upon the preference of the Participating State or other participating legal entity.

6. Price Agreement Number:
All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **[insert appropriate number]** and the Lead State price agreement number: **xxxxx.**

7. Individual Customer:
Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number **xxx** (administered by the State of **xxxxxxxx**) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State]

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

C. MODEL MASTER AGREEMENT

Date

[Type Name]
[Company Name]
[Street Address]
[Address2]
[City State Zip]

Dear [Type Name]:

The following documents are enclosed for you to complete and return:

- Notification of Contract MASTER AGREEMENT Award [Contract No.] for:
  MN WSCA-NASPOT COMPUTER EQUIPMENT
- Exhibit XX, Negotiated Terms & Conditions
- Exhibit XX, Pricing Discounts
- Minnesota New Hire Reporting Form. Minn. Stat 256.998 requires employers to report to the Department of Human Services when they hire a sole proprietorship to perform work for them.

Please sign and return **all sets** of documents, **VIA MAIL**,
to **Nancy Rafftery** at the above address by **Date** .

A certificate of insurance from your insurer, in the amounts called for in the solicitation,
is required now.

In accordance with Minn. Stat. § 16A.40 the responder receiving the award of a Contract will be required to provide their bank routing information to the Department of Minnesota Management & Budget to enable payments to be made through Electronic Funds Transfer (EFT). According to our records, you are not currently enrolled and participating in EFT with the State of Minnesota. Please complete the enclosed EFT Authorization form and fax it to the Minnesota Management and Budget Office at Fax: 651.797.1305.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

Sincerely,

AMS Name
Acquisition Management Specialist
Enclosures

INSTRUCTIONS

Return the signed sets of documents to the MMD office.

REQUIRED SIGNATURES:

- The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.

- If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

→ A corporate power of attorney, or

→ A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

NOTIFICATION OF CONTRACT MASTER AGREEMENT AWARD

To: [Type Name]
[Company Name]
[Street Address]
[Address 2]
[City State Zip]

CONTRACT NO: [Contract No.]
RELEASE NO: [Release No.]
CONTRACT PERIOD:
Through
EXTENSION OPTION: [Ext. Option]

You are hereby notified that your response to our solicitation, which opened xxxxx, is accepted.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

. COMPANY NAME

The Contractor certifies that the appropriate person(s) have executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____

Title: Acquisition Management Specialist

Date: _____

. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____

Date: _____

Contract No. [Contract No.]

STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION
EXHIBIT xx
MODIFIED TERMS & CONDITIONS

As stated in the Notification of Contract Award,
this Contract incorporates the terms, conditions and
Specifications of the solicitation and response.

The following terms and conditions have been modified by negotiation. These replace or are in addition (as indicated) the original solicitation Terms and Conditions. Any terms NOT modified or replaced are agreed to by both parties from the original solicitation.

Contract No. [Contract No.]

STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION
EXHIBIT xx

PRICING DISCOUNT SCHEDULE

PRICING WILL NOT BE HELD CONFIDENTIAL

BAND(S) AWARDED:

INSERT FINAL NEGOTIATED DISCOUNT STRUCTURES AND VOLUME DISCOUNTS HERE

Completing the Direct Deposit Authorization for Electronic Fund Transfer (EFT) Form

Notice of Intent to Collect Private Data

All payment recipients are asked to provide private data to Minnesota Management & Budget for the following purposes.
State employees who support this function of the state's accounting system need to access the data to verify information. Others who have legal access to the data include: Legislative Auditor, Attorney General, enforcement agencies with statutory authority, and any other person or entity authorized by law or court order.

Social Security Number (SSN) or Federal Employee Identification Number (FEIN): Needed for identification purposes. This number is used to match recipients with payments. This number is also called a Tax Identification Number or TIN number. You are not legally required to provide this data. However, without this information we cannot convert you to EFT.

ABA Routing Number, Account Number, Account Type: This data is required to correctly deposit payments to your designated bank account. You are required by law to provide this information. Incomplete information may cause a delay in converting to EFT. Additionally, incorrect information may cause a payment to be delayed or deposited to the wrong account.

Instructions for Completing the Form

Determine which bank accounts will be used for direct deposit. A separate copy of the Electronic Fund Transfer Authorization form is required for each bank account.

Mailing Address (General)

1. Name, Address, City, State, Zip Code. Enter the name of the business or individual, address, city, state, and zip code.
2. Number. Enter the eleven-digit vendor number, if you know it. If you received this form with a letter, this number is located under the date. If you received this form with a duplicate warrant, the number is located above your name and is listed as "Vendor Number" and "Vendor Location."

Contact Information

Enter the name, email address, phone and FAX number of the person who can respond to questions regarding the information provided on this form.

Tax Identification Information

1. Federal ID/ Social Security Number and Name. Enter the nine-digit Federal Employer Identification Number (FEIN) for business, or the nine-digit Social Security Number (SSN). Enter the name associated with either the FEIN or SSN listed on the form.
2. MN State ID Number. ***For businesses located in Minnesota***, enter the MN state tax identification number.

Current Financial Institution Information

This information is required to verify that we are changing the correct account

1. ABA Routing Number. Enter the ABA Routing Number to identify your financial institution. Contact your bank if you are not sure what number to put in this field.
2. Customer Account Number. Enter your bank account number. Contact your bank if you are not sure what number to put in this field.
3. Financial Institution Name.

New Account Information

1. ABA Routing Number. Enter the ABA Routing Number to identify your financial institution. Contact your bank if you are not sure what number to put in this field.
2. Customer Account Number. Enter your bank account number. Contact your bank if you are not sure what number to put in this field.
3. Financial Institution Name, Address, City, State, Zip Code. Enter the name and address of your financial institution.
4. Type of Account. Indicate if the account listed on this form is a checking or savings account.

Authorization to Make Electronic Fund Payments

Sign the form and print your name and title (if any) and the date.

Send the Form

You can mail or fax the form to Minnesota Management & Budget.

Minnesota Management & Budget
File Maintenance - EFT
658 Cedar Street, Ste. 400
St. Paul, MN 55155
FAX number: (651) 797-1305

Questions about this Form?

Call the Minnesota Management & Budget EFT Helpline at (651) 201-8106 or efthelpline.mmb@state.mn.us

Minnesota New Hire Reporting Form

Effective July 1, 1996 Minnesota Statute 256.998 requires all Minnesota Employers, both public and private, to report all newly hired, rehired, or returning to work employees to the State of Minnesota within 20 days of hire or rehire date. Information about new hire reporting and online reporting is available on our web site: www.mn-newhire.com

To ensure the highest level of accuracy, please print neatly in capital letters and avoid contact with the edges of the boxes. The following will serve as an example:

A B C 1 2 3

EMPLOYER INFORMATION

Federal Employer ID Number (FEIN) *(Please use the same FEIN as the listed employee's quarterly wages will be reported under):*

41 6007162

Employer Name:

MMD-DEPTOFADMIN-STATEOFMN

Employer Address *(Please indicate the address where the Income Withholding Orders should be sent).*

112 ADMINISTRATION BLDG

50 SHERBURNE AVENUE

Employer City: ST. PAUL Employer State: MN Zip Code (5 digit): 55155

Employer Phone: 6512962600 Extension: Employer Fax: 6512973996

Email:

EMPLOYEE INFORMATION

Employee Social Security Number (SSN):

Check this box if this is an Independent Contractor (1099) ☐

Employee First Name: Middle Initial:

Employee Last Name:

Employee Address:

Employee City: Employee State: Zip Code (5 digit):

Date of Hire (mm/dd/yyyy): Date of Birth (mm/dd/yyyy): (optional) Employee State of Hire

REPORTS WILL NOT BE PROCESSED IF REQUIRED INFORMATION IS MISSING

Questions? Call us at (651) 227-4661 or toll-free (800) 672-4473

Rev (04/12)

D. ACTION REQUEST FORM SAMPLE

DATE: _____

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

ATTN: Ms. Susan Kahle, CPPB
Acquisitions Management Specialist
WSCA Master Agreement Administrator

RE: Master Agreement #_____ with _____(Contract Vendor)

Dear Ms. Kahle:

_____ (Contract Vendor) is requesting the action noted below. If needed, a Product and Service Schedule has been submitted online via SciQuest or is attached for WSCA approval.

Action Requested: _____
Action Log: _____Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

___Product Addition: _____
Band: _____
Original Discount: _____
Proposed Discount _____(must meet or exceed)

___Product & Service Schedule Change Describe - Include File

___Third Party Product Addition Provide warranty Guarantee

___Marketing Approval Attach Materials

___Website Change Review Describe and attach

___Miscellaneous Inquiry Provide detail

The Contract Vendor assures Products and Services provided meet the terms and conditions of the original Master Agreement and understands WSCA may audit the Contract Vendor for compliance. Additional information may be requested upon submission. WSCA also reserves the right to remove previously approved items throughout the life of the Master Agreement if in the best interest of the State.

Contract Vendor:_____ Name of Signer: _____

Title of Signer:_____ Signature: _____

Date:_____

ACTION REQUEST LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
	Include SciQuest File Name when applicable	

E. PRODUCT AND SERVICE SCHEDULE

SAMPLE

MANUFACTURER NAME:____ABC_____

DATE: ____09/01/14_____

Part #	BAND	CATEGORY	MANUFACTURER	DESCRIPTION	BASE LIST PRICE www.ABCpricelist.com	WSCA PRICE	WSCA MINIMUM DISCOUNT	ACTUAL DISCOUNT PROVIDED	ADD = A DELETE= D PRICE REDUCED=R
XYZ	1	Value Desktops	ABC	DESKTOP	$100	$25	60%	75%	A
550	2	Third Party Products	ZZZZZZZ	LAPTOP CART	$50	$25	10%	50%	D
123A	3	Services	ABC	INSTALLATION	$100	$50	25%	50%	R

F. BULK/VOLUME PRICING EXAMPLES

CUMULATIVE

$ Threshold	Frequency	Discount
$1,000,000-$2,000,000	Annually	add'l 1%
$2,000,000-$3,000,000	Annually	add'l 1.5%
$3,000,000-$4,000,000	Annually	add'l 2%
$5,000,000 on up	Annually	add'l 2.5%

PER TRANS MULTI UNIT

- $75,000-$100,000 - add'l 1%
- $100,000-$200,000 - add'l 1.5%
- $200,000-$300,000 - add'l 2%
- $300,000-$400,000 - add'l 2.5%
- $400,000-$500,000 - add'l 3%
- $500,000 on up - add'l 3.5%

Additional .5% for online orders

CUMULATIVE

$ Threshold	Frequency
$2,000,000,000 & up	Every $2 Billion 'gate' additional .5% on band 1-6A

PER TRANS MULTI UNIT

- $50,000-$99,999 - add'l 1%
- $100,000-$199,999 - add'l 2%
- $200,000-$499,999 - add'l 4%
- $500,000-$999,999 - add'l 6%
- $1,000,000-No Max - add'l 8%

CUMULATIVE

$ Threshold	Frequency	Discount
$5,000,001-$10,000,000	Duration of Master Agreement	add'l 1%
$10,000,001-$20,000,000	Duration of Master Agreement	add'l 1%
$20,000,001-$40,000,000	Duration of Master Agreement	add'l 1%
$40,000,001-$80,000,000	Duration of Master Agreement	add'l 1%
$80,000,001 TO 160,000000	Duration of Master Agreement	ADDL 2%
106,000,001 - 220,000,000	Duration of Master Agreement	ADDL 1.5
ABOVE $220,000,000	Duration of Master Agreement	ADDL .5%

WSCA Volume Pricing (per order) for Desktops and Notebooks	**Minimum Discount**
1-99 Units	XX%
100-500 Units	XX%
500+ Units	XX%

G. DETAILED REPORTING SAMPLE

Click to download:
Detail Sales Report Template

H. PRICE WORKBOOKS

PDF Samples provided in original solicitation.

Addenda released revised versions of Price Workbooks.

Band 1 - Desktop Price Workbook v3

Band 2 - Laptop Price Workbook V3

Band 3 - Tablet Price Workbook v3

Band 4 - Server Price Workbook v6

Band 5 - Storage Price Workbook v4

Band 6 - Ruggedized Price Workbook v3

I. SOLICITATION HISTORY

WEBINAR INVITATION: 05/16/2013
Issued advanced notice of webinar to review Draft Solicitation
DRAFT SOLICITATION ISSUED: 05/20/2013
WEBINAR: 05/22/13
COMMENTS DUE: 06/10/2013

DRAFT TO WSCA-NASPO DIRECTORS FOR REVIEW: 08/07/2013

REFERENCE #: 19512
FINAL SOLICITATION ISSUED: 09/16/2013
PRE-PROPOSAL MEETING: 10/01/2013
PROPOSALS DUE: **ORIGINAL:** November 18, 2013 **AMENDED:** January 29, 2014

ADDENDUM 1: 10/30/2013 Announced an addendum would be issued soon to 1) provide answers to questions, provide pricing, extend due date.

ADDENDUM 2: 11/07/2013 Extended the due date to December 6, 2013

ADDENDUM 3: 11/15/2013 1) Provided responses to questions, 2) Issued revised RFP – redline and clean version 3) Issued Pricing Workbooks, Allow for additional questions by November 22.

ADDENDUM 4: 12/03/2013 Extend to 12/18/2103

ADDENDUM 5: 12/11/2013 Extend to January 7, 2014. Provide 1) Responses to questions due November 22 2) Issued revised RFP – redline and clean version 3) Issued updated Pricing Workbooks.

ADDENDUM 6: 12/13/2013 1) The link provided for Band 1 in Addendum 5 was incorrect and has been corrected. 2. Clarification regarding the Baseline Price List Date: The Baseline Price List submitted may be dated an alternate date. However, the market basket pricing submitted must be representative of the pricing for an order placed on November 15, 2013 for purposes of evaluation.

ADDENDUM 7: 12/19/2013 Provide Version 3 of Band 4: Server Pricing Workbook. Revisions include: a. The Processor in Base Equipment Spec 2 has been changed to "Xeon E5-2600 series" b. The option and upgrades in the Equipment pricing tab have been synced with the upgrade on the Spec 1 tab. c. The upgrade on Spec 2 tab has been deleted.

ADDENDUM 8: 12/27/2013 1) provide version 4 of band 4: server pricing workbook. Revision includes: The Processor in Base Equipment TAB Specs 2, cell D12 has been changed to "Four Xeon E5-4640 series (2.4Ghz, 8-core)". This processor supports the minimum requirement of 4 sockets. 2) Clarification on warranty pricing: It is understood that responders may have varying base warranties. For example, in Band 3 – Tablet Price Workbook, Services Tab – a warranty upgrade is listed for accidental damage. If a responder includes accidental damage in their base warranty they should indicate this on the pricing workbook in their offer. 3) Provide version 3 of band 5: storage pricing workbook. Revision includes: Added Line 20 to the equipment pricing tab (ST20-1). To clarify: Responders are to provide capacity and drives based on the upgraded configuration to Spec 1- 12TB total raw and Spec 2 - 16TB raw.

ADDENDUM 9: 01/02/2014 Extend the due date of the solicitation to January 14, 2014, 3:00 p.m. C.T.

ADDENDUM 10: 01/09/2014 1) Extend the due date of the solicitation to January 21, 2014, 3:00 p.m. CT. 2) Instruct responders that may have already postmarked a response that additional "MUST" addenda are to be postmarked and sent as a separate package. Addenda will state "MUST" be returned or "MAY" be returned as the final statement of each addenda. 3) If an addendum requires the responder to change the response, additional materials may be sent. These are to be clearly marked and detailed regarding the changes to the response. 4) Clarify that the minimum specifications are provided in the Price Workbooks. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. This is stated in Section 4: Cost Proposal; Item 2. 5) Inform responders that an addendum is forthcoming to further clarify pricing workbooks.

ADDENDUM 11: 01/16/2014 1) Extend the due date to January 28, 2014, 3:00 p.m. CT
2) Inform responders the printer pricing for printers in ALL Pricing Workbooks was transposed on the pricing pages. To be specific: The black and white printer price entered populated the color printer pricing. The color printer pricing entered populated the black and white pricing. To ensure the State has the correct printer pricing responders are given one of the following options

___Acknowledge the pricing workbook(s) has already been submitted. Responder recognizes, as detailed above, that the printer pricing has been transposed on the pricing pages. Responder is authorizing the State of Minnesota to correct pricing pages.
___Acknowledge the pricing workbook(s) has already been submitted. The printer pricing issue was recognized by the responder previous to submitting and printer pricing is correct.
___Resubmit applicable pricing workbooks provided in this addendum
3) Provide clarification regarding the specifications on the Band 5: Storage Price Workbook: a) Responder is to determine drive size based on minimum requirement for Raw Disk Capacity – Base (Row D12) on Spec 1 of 4 TB and Spec 2 of 8TB. The drive size must also be sufficient to meet the upgraded configuration (Row C39) on Spec 1 to 12TB installed raw and Spec 2 to 16TB installed raw. The response must meet or exceed the minimum specifications. b) RAID options changed to "Specify" allowing the responder to specify the RAID number. (Specs-Item 1 TAB, Cell D16 and Specs-Item 2 TAB, Cell D16).
4) Provide revised Pricing Workbooks reflecting corrections to populate the printer pricing correctly and modification to the Band 5: Storage Price Workbook detailed in 2.b. above.

ADDENDUM 12: 01/22/2014 1) Extend the opening date to: January 29, 2014; 3:00 p.m. C.T. 2) Issue revised RFP dated 01/22/2014. This version includes revisions resulting from addenda. 3) Issue Band 4 – Server Price Workbook Version 6. Past version did not populate entries on the Server 1 Spec Tab to the Equipment Pricing Tab. Responder may resubmit new version. The State reserves the right to transfer the amounts from the Server 1 Spec Tab to the Equipment Pricing Tab if the submitted version is not populated. 4) Clarify: A password is NOT needed to unprotect worksheets.

ADDENDUM 13: 1) To Clarify: The RFP version 01/22/2014 provided in Addendum 12 does not need to be submitted with the response. This version was provided as courtesy to responders to clarify and confirm addenda changes.
2) Provide summary of addenda and allow responders to acknowledge receipt of all addenda provided in relation to the solicitation by submitting addendum 13.

ADDENDUM 14: Extend the due date of the solicitation to January 31, 2014, 3:00 p.m. CT.

the data availability people

Professional Services Statement of Work:

Two-Site NetApp Refresh

Prepared for: City of Snoqualmie
Project ID: 20230502-31980
Prepared on: May 4, 2023

IVOXY CONSULTING

IVOXY Proposal Team

Your IVOXY Team

name	title	phone	e-mail
Neil Kassal	Consultant	971.238.4554	neil@ivoxy.com
Dan Stoecker	Project Manager	206.707.2195	dan@ivoxy.com
Tyler Cook	Account Manager	360.509.8507	tyler@ivoxy.com
Mack Nethkin	Director of Consulting	206.396.3926	mack@ivoxy.com

Revision History

revision	date	editor	notes
1.0	5/1/2023	Neil Kassal	Initial draft
1.1	5/4/2023	Mack Nethkin	Reviewed SOW
1.2	5/4/2023	Tyler Cook	Adding Pricing Approved SOW

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The IVOXY Approach

Educate	Sharing knowledge with our customers
Assess	Helping customers with their current environment
Architect	Designing solutions for the future
Implement	Integrating solutions using industry best practices
Manage	Proactive oversight and additional helping hands

Project Details

IVOXY Consulting, INC. (“IVOXY”) is pleased at the opportunity to expand their relationship with City of Snoqualmie by providing this Statement of Work (“SOW”) for a customized professional services engagement. This document identifies the project scope, requirements, delivery approach, and pricing for the proposed engagement.

Executive Summary

City of Snoqualmie has requested assistance with refreshing it’s NetApp storage infrastructure.

Business Objectives

The business objectives of this project are as follows:

- Bring up two (2) new NetApp clusters.
- Protect the data across both clusters.

Deliverables

The following deliverables are included as part of this work:

- Implementation plan with data fill and execution of the plan

Implementation

Business Hours

- Rack new arrays and cable data uplinks to existing data switching fabrics (onsite as desired, can be remote.)
- Configure new arrays/clusters. Configure to best practice. Create new aggregates. (remote)
- Create up to ten (10) volumes/shares and establish initial RoboCopy/rsync/7MTT sessions. (remote)
- Configure SnapMirror peering and relationships between both arrays and replicate volumes.

After-Hours

Only if needed (and nothing is initially expected) after-hours work will be used to execute higher-risk activities.

(Executing at the end of the City of Snoqualmie business day; between 5PM and no later than 7PM)

- Shut down CIFS access to source array. Coordinate final sync. Re-IP source array if needed. (remote)
- Coordinate “flipover” to shares; register new CIFS SVM machine identity in AD (if needed.) (remote)

Project Details

Prerequisites

- For engagement activities that occur onsite at City of Snoqualmie locations, IVOXY expects City of Snoqualmie to make reasonable facilities accommodations for our project teams at these locations. These accommodations will include a desk or cubicle and shared access to a laser printer, copier, and conference room facilities, with network access to the infrastructure being reviewed.
- If any work is required to be done remotely, a method for IVOXY to access the network remotely will be provided using either via Zoom (or similar product), or VPN, depending on availability.
- City of Snoqualmie IT staff will provide or create credentials required for accessing key areas of infrastructure as part of this SOW.
- During the transition period, City of Snoqualmie will be responsible for periodic synchronizing of the RoboCopy/rsync jobs.

Assumptions

- City of Snoqualmie shall assign a single point of contact within the company.
- It is assumed that all infrastructure devices being implemented as part of this Statement of Work are covered under a valid support contract.
- Hardware and software bugs potentially encountered during this project could affect the scope of work. IVOXY will notify City of Snoqualmie IT staff as soon as possible, should this occur.
- City of Snoqualmie is responsible for, and assumes all risk associated with problems resulting from the content, completeness, accuracy, and consistency of any data, materials, or information supplied by City of Snoqualmie.
- All engagements require the scheduling and coordination of consulting resources. Some deliverables will require peer review before final submission to the customer.
- After hours work will be initiated sometime between 5PM and 7PM for this SOW's purposes.

Work Locations and Hours of Operation

- Work will be completed at the customer's location in Snoqualmie, WA and remotely where feasible.
- Work will be scheduled between the hours of 8:00am and 5:00pm weekdays.
- After-hours work, if required, will be scheduled upon implementation of a mutually agreed-upon after-hours plan.

Project Change Requests

Should City of Snoqualmie require changes to the size, scope, and/or requirements details in this SOW, City of Snoqualmie must complete a Change Request Form, as provided in this document. These changes may impact time and cost of the implementation. The appropriate Change Control authority, as determined by City of Snoqualmie, must approve these requests. Change Request forms should be submitted to your IVOXY Project Manager.

Professional Services Cost Estimate

Resource	Cost
Senior Consultant	$10,000

Pricing Notes:

- This estimate is offered as a fixed bid.
- This statement of work estimate is valid for (90) days from May 4, 2023.
- Projects that require more than (5) days of work will be invoiced monthly for work completed.
- The date the Statement of Work is signed by City of Snoqualmie is the effective date.
- A signed Statement of Work that has not been scheduled within (90) days of the effective date may be cancelled by either party.
- IVOXY reserves the right to modify rates if the project has not commenced within (90) days of the effective date of this SOW or if the project activity is not in accordance with the agreed upon work.
- IVOXY reserves the right to modify rates on any Project Change Request (PCR).
- IVOXY Consulting requires advance notice of any cancellations or changes to a confirmed project schedule. Cancellations made within five business days may incur a charge of $2,000 per day.

Acceptance of Terms

By signing below, City of Snoqualmie accepts the scope (work to be performed), terms, conditions, and negotiated rates set forth by IVOXY Consulting, INC. and its partners.

City of Snoqualmie Acceptance

Printed Name: _____

Title: _____

Date: _____

Signature: _____

IVOXY Consulting, INC. Acceptance

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Upon receipt of an authorized signature, IVOXY will schedule the implementation and commence the outlined project.

Terms and Conditions

1. Payment terms are due on receipt, unless agreed upon by both parties.

2. Objective and Scope of Delivery Statement: The estimated time of application/services delivery is based on the best knowledge that IVOXY CONSULTING, INC. can gather at the time of generating this Statement of Work ("SOW"). If additional requirements are introduced, additional time may be required to complete the project. In some circumstances, the additions may be considered out-of-scope and the project will need to be reassessed. Any additions or deletions to this SOW must be reviewed and approved by both IVOXY CONSULTING, INC. and the CLIENT prior to any changes being made.

3. IVOXY CONSULTING, INC. warrants that, provided CLIENT complies with any obligations set forth herein, the Services set forth in the SOW will conform to the requirements set forth in this SOW and will be performed promptly, with diligence and in a competent and professional manner, consistent with industry standards reasonably applicable to such Services, and in accordance with the description of the Services set forth on this SOW.

4. IVOXY CONSULTING, INC.'s sole liability for any claims or any loss, cost, damage or expense relating to or arising out of this SOW for any reason other than IVOXY CONSULTING, INC.'s gross negligence or intentional misconduct, shall be for CLIENT's actual direct damages up to the amount that IVOXY CONSULTING, INC. has actually received from CLIENT as payment for the Services, regardless of whether such claim, loss, damage or expense is for or arises out of breach of contract, or warranty, tort, failure of essential purpose, strict liability or otherwise. IN NO EVENT SHALL IVOXY CONSULTING, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF IVOXY CONSULTING, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IVOXY CONSULTING, INC. IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE FAILURE OF CLIENT OR ITS AFFILIATES TO PERFORM THEIR RESPONSIBILITIES. UNDER NO CIRCUMSTANCES SHALL CLIENT HAVE ANY RIGHT OF CLAIM AGAINST ANY OF IVOXY CONSULTING, INC. PRINCIPALS OR EMPLOYEES WITH RESPECT TO THE SERVICES OR OTHER ITEMS PROVIDED PURSUANT TO THIS AGREEMENT, EXCEPT FOR THEIR OWN INTENTIONAL MISCONDUCT. THE LIMITATION OF LIABILITY INCLUDED IN THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. The foregoing limitations of liability shall also apply to and be on behalf of IVOXY CONSULTING, INC.'s suppliers and subcontractors.

5. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IVOXY CONSULTING, INC. DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE PROVISIONS OF THE SERVICES PURSUANT TO THIS STATEMENT OF WORK, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE, OF RESULTS, OF LACK OF NEGLIGENCE, OF NON-INTERRUPTION OR LOSS OF DATA, OF NON-INFRINGEMENT, OR OF ACCURACY OR COMPLETENESS OF RESPONSES.

6. CLIENT shall indemnify and hold harmless IVOXY CONSULTING, INC., and each of its directors, officers, employees, and agents, from and against all liability, loss, cost, damage or expense, including, but not limited to, lost profits, lost savings or other incidental or consequential damages, arising out of or in connection with this SOW, for any reason other than IVOXY CONSULTING, INC.'s gross negligence or intentional misconduct. CLIENT shall indemnify and hold harmless IVOXY CONSULTING, INC., and each of its directors, officers, employees and agents, from and against any costs or expenses, including, but not limited to, attorney's fees, incurred in the defense of any

Terms and Conditions

actual, threatened or potential claim, action or other proceeding arising out of or in connection with this SOW, for any reason other than IVOXY CONSULTING, INC.'s gross negligence or intentional misconduct, whether such actual, threatened or potential claim, action or other proceeding is based on contract, tort or other principle of law or equity.

7. The above stated costs are based on standard business hours of 8 am to 5 pm Monday through Friday, unless otherwise noted. Consulting services outside standard business hours are subject to the following adjustments:

    a. After hours support will be assessed at time and a half for services provided outside 8:00 am to 5:00 pm Monday through Friday and during the hours of 8:00 am to 5:00 pm Saturday, unless previously agreed upon.

    b. All support performed on Sundays, holidays, and after-hours Saturdays will be assess at double time, unless previously agreed upon.

8. Prices do not include any applicable taxes.

9. Remit payments to:

    IVOXY Consulting, INC.
    P.O. BOX 101264
    Pasadena, CA. 91189-0005

Acknowledgement of Terms and Conditions: _____

Project Change Request

IVOXY Project Number:	[Project ID]	Change Number:	
Customer PO Number:		Date of Request:	
Requested By:		Presented To:	

Description of Change:

Reason for Change:

Estimated Time and Materials Costs

Resource	Days	Rate	Cost
Senior Consultant (Business Hours)			
Senior Consultant (After-Hours)			
Project Manager			
		Estimated Total:	

City of Snoqualmie

Printed Name: _____

Title: _____

Date: _____

Signature: _____

IVOXY Consulting, INC.

Printed Name: _____

Title: _____

Date: _____

Signature: _____

IVOXY CONSULTING
the data availability people

PROPOSAL

Tyler Cook
1455 NW Leary Way Ste. 400
Seattle, WA 98107

Fax: 866-554-0536
Tyler@Ivoxy.com

Prepared For:

Proposal # TYLWQ1693

Date: 05/03/23
Terms: Net 30
FOB: ORIGIN
Ship Via: STD

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
1			**NASPO ValuePoint NetApp Inc. Master Price Agreement Number MNWNC-121**		
2			**Washington NASPO Contract Number # 05815-009**		
3			**Qty 2 x NetApp FAS2750-26T**		
4	2	FAS2750A-EXPRESS-PACK	FAS2750A-EXPRESS-PACK	$0.00	$0.00
5	864	SW-CORE-BNDLE-SAS-F01-C	SW,Core Bundle,Per-0.1TB,SAS,F01,-C	$14.80	$12,787.20
6	864	SW-DATA-PRO-BDL-SAS-F01-C	SW,Data Protection Bdl,Per-0.1TB,SAS,F01,-C	$17.63	$15,232.32
7	2	FAS2750A-PACK-185	FAS2750,24X1.8TB,Software Adv,NVE CNA	$12,186.30	$24,372.60
8	2	X-02659-00	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32	$72.23	$144.46
9	16	X-SFP-H10GB-CU3M-R6	Cable,10GBase Copper SFP+ 3m	$98.41	$1,574.56
10	4	X1558A-R6	Jumper Crdln-Cab48-INC13-C14	$7.41	$29.64
11	2	CS-4HR-REPLACEMENT	4hr Parts Replacement 12 Months of Service Service Start Date 5/02/2023	$516.13	$1,032.26
12	2	CS-G1-SE-ADVISOR	SupportEdge Advisor Months of Service Service Start Date 5/02/2023	$2,580.65	$5,161.30
13			**SubTotal**		**$60,334.34**

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price

Total **$60,334.34**

Prices exclude necessary sales tax and shipping charges

This quote is provided based on acceptance of the entire quote as presented. Any revisions to the quote may require items contained in the quote to be revised and the price may change.

IVOXY Consulting quote is good for 30 days from the quote date.

Terms:

1. FOB shipping point. (Shipping costs, including insurance, will be prepaid and billed, unless otherwise specified).
2. Payment terms are subject to IVOXY Consulting credit approval, not to exceed 30-days

Notes:

1. Hardware and software components are sold subject to manufacturers' written warranties. No other warranties are expressed or implied by IVOXY Consulting.
2. Installation and maintenance services are not included, unless specifically quoted, and described in specific Statement of Work.
3. Any delay of specified installation and/or integration services shall not delay payment of invoice in accordance with terms as quoted herein.
4. Prices do not include any applicable taxes.

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-068
May 22, 2023
Ordinance

AGENDA BILL INFORMATION

TITLE:	AB23-068: 2023-2024 Biennial Budget Amendment	☐ Discussion Only ☐ Action Needed:
PROPOSED ACTION:	Adopt Ordinance 1277 Amending the 2023-2024 Biennial Budget	☐ Motion ☒ Ordinance ☐ Resolution

REVIEW:	Department Director/Peer	Jen Ferguson	5/11/2023
	Finance	Drew Bouta	5/11/2023
	Legal	Outside Counsel	Click or tap to enter a date.
	City Administrator	Michael Chambless	Click or tap to enter a date.

DEPARTMENT:	Finance & Human Resources		
STAFF:	Drew Bouta, Budget Manager		
COMMITTEE:	Finance & Administration	**COMMITTEE DATE:** May 16, 2023	
	BRYAN HOLLOWAY	JAMES MAYHEW	LOUIS WASHINGTON
EXHIBITS:	1. 2021-2022 Biennial Budget Ordinance 2. Proposed Amendment Request Table 3. Proposed 2023 Fund Reconciliations 4. Proposed 2024 Fund Reconciliations 5. Proposed Budget Ordinance Table 6. Budget Totals Comparison Table 7. Updated Forecast Table		

AMOUNT OF EXPENDITURE	$ n/a
AMOUNT BUDGETED	$ n/a
APPROPRIATION REQUESTED	$ 3,070,000

SUMMARY

The purpose of this ordinance is to amend the 2023-2024 Biennial Budget to provide the City with the appropriation necessary to cover multiple amendment requests including incentive retention pay for eligible Teamsters and Management & Professional (M&P) employees, the Railroad Crossings Improvement Project, repairs from the 2022/2023 Winter Proclamation of Emergency (AB23-006), and other smaller funding needs.

BACKGROUND

The 2023-2024 Biennial Budget was adopted by Ordinance No. 1267 on November 28, 2022 and amended by Ordinance No. 1274 on February 13, 2023. The Administration is requesting an additional appropriation of

$3,070,000 to cover multiple amendment requests including incentive retention pay for eligible Teamsters and Management & Professional (M&P) employees, the Railroad Crossings Improvement Project, repairs from the 2022/2023 Winter Proclamation of Emergency (AB23-006), and other smaller funding needs. The additional appropriation of $3,070,000 is anticipated to be supported by an estimated $2,268,000 in grant and other revenue. Furthermore, the budget amendment seeks to establish several new funds that combined will have approximately $1,613,000 to appropriate in the future after sufficient program planning.

ANALYSIS

Please see attached an "amendment request table" describing the amendments and appropriation increases requested, the fund(s) or functional classification(s) impacted, and the 2023 and 2024 "reconciliation tables" that help to reconcile the amendment request table to the ordinance.

BUDGET IMPACTS

The 2023-2024 Biennial Budget ordinance, as provided for in this agenda bill, authorizes the City of Snoqualmie to spend or transfer amounts no more than $77,298,317 in 2023 and $87,572,669 in 2024 for a total of $164,982,986 across all funds and functional classifications.

NEXT STEPS

Second reading and adoption of Ordinance No. 1277 amending the 2023-2024 Biennial Budget

Special Note – A budget amending ordinance requires a vote of one more than the majority (5 votes) for adoption, pursuant to RCW 35A.34.200(3).

PROPOSED ACTION

Motion to authorize the first reading of Ordinance 1277 amending the 2023-2024 Biennial Budget and to set the second reading and adoption of Ordinance 1277 for the June 12, 2023 City Council meeting agenda.

Choose an item.

CITY OF SNOQUALMIE
ORDINANCE NO. 1277

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON, AMENDING THE 2023-2024 BIENNIAL BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, as a noncharter code City, the City of Snoqualmie is authorized by RCW 35A.34.040 to establish by ordinance a two-year fiscal biennium budget cycle for the City; and

WHEREAS, the City Council passed Ordinance No. 1096 establishing a two-year fiscal biennial budget, as authorized by RCW 35A.34.040; and

WHEREAS, in Ordinance Nos. 1267 and 1274 the City adopted and amended the 2023-2024 budget that meets the requirements of the Washington law;

WHEREAS, the City Council wishes to modify and amend the 2023-2024 biennial budget to cover expenditures and changes not reasonably foreseen in Ordinance Nos. 1267 and 1274.

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

SECTION 1. Biennial Budget Amended.
The City of Snoqualmie biennial budget for the 2023-2024 fiscal biennium, as determined after hearings and placed into final form and content, is hereby amended by reference as set forth in Section 2 below.

SECTION 2. Budget Summary Form.
Pursuant to RCW 35A.34.120, the totals of estimated revenues and appropriations for each separate fund, and the aggregate totals for all such funds combined, are set forth on page 2 of this ordinance in summary form:

Proposed 2023-2024 Amended Biennial Budget Ordinance Table

Fund #	Fund Name	Est. 2023 Beginning Fund Balance	Est. 2023 Sources	Est. 2023 Uses	Est. 2023 Ending Fund Balance	Est. 2024 Sources	Est. 2024 Uses	Est. 2024 Ending Fund Balance	Total 2023-2024 Est. Sources	Total 2023-2024 Uses (Appropriation)
001	**General Fund**	**$ 4,423,674**	**$ 20,681,954**		**$ 1,700,650**	**$ 21,848,782**		**$ 2,219,984**	**$ 42,530,736**	
	Administrative Departments [1]			**$ 5,462,502**			**$ 5,452,067**			**$ 10,914,569**
	Police (Snoqualmie)			**$ 5,207,692**			**$ 5,340,813**			**$ 10,548,505**
	Fire & Emergency Management			**$ 4,121,971**			**$ 4,261,862**			**$ 8,383,832**
	Parks Maintenance			**$ 1,862,517**			**$ 1,845,018**			**$ 3,707,535**
	Community Development [2]			**$ 2,275,257**			**$ 2,498,294**			**$ 4,773,551**
	Streets Maintenance			**$ 1,047,448**			**$ 1,105,101**			**$ 2,152,549**
	Non-Departmental [3]			**$ 3,427,592**			**$ 826,293**			**$ 4,253,884**
002	Reserve Fund	$ 2,726,625	$ 210,497	$ -	$ 2,937,122	$ 92,949	$ -	$ 3,030,071	$ 303,446	$ -
	Total General Fund	**$ 7,150,300**	**$ 20,892,451**	**$ 23,404,979**	**$ 4,637,772**	**$ 21,941,731**	**$ 21,329,447**	**$ 5,250,056**	**$ 42,834,182**	**$ 44,734,426**
012	Arts Activities Fund	$ 48,578	$ 52,094	$ 60,856	$ 39,816	$ 28,217	$ 37,136	$ 30,897	$ 80,311	$ 97,992
014	**North Bend Police Services Fund**	**$ 244,924**	**$ 2,425,603**	**$ 2,573,165**	**$ 97,362**	**$ 2,568,379**	**$ 2,665,741**	**$ -**	**$ 4,993,982**	**$ 5,238,906**
018	Deposits Reimbursement Control Fund	$ 21,266	$ 10,358	$ 10,358	$ 21,266	$ 10,358	$ 10,358	$ 21,266	$ 20,716	$ 20,716
020	School Impact Fee Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Managerial Funds	**$ 314,767**	**$ 2,488,055**	**$ 2,644,379**	**$ 158,443**	**$ 2,606,954**	**$ 2,713,235**	**$ 52,163**	**$ 5,095,009**	**$ 5,357,614**
110	Hotel/Motel Tax Fund	$ 147,700	$ 140,190	$ 175,000	$ 112,890	$ 139,601	$ 175,000	$ 77,491	$ 279,791	$ 350,000
118	Drug Enforcement Fund	$ 10,200	$ 5,172	$ 5,172	$ 10,200	$ 5,172	$ 5,172	$ 10,200	$ 10,344	$ 10,344
123	**NEW FUND - Opioid Settlement Fund**	**$ -**	**$ 20,000**	**$ -**	**$ 20,000**	**$ -**	**$ -**	**$ 20,000**	**$ 20,000**	**$ -**
131	**Affordable Housing Fund**	**$ 898,936**	**$ 564,121**	**$ 132,000**	**$ 1,331,057**	**$ 394,121**	**$ -**	**$ 1,725,178**	**$ 958,242**	**$ 132,000**
144	**NEW FUND -Home Elevation Fund**	**$ -**	**$ 1,468,000**	**$ -**	**$ 1,468,000**	**$ -**	**$ -**	**$ 1,468,000**	**$ 1,468,000**	**$ -**
150	ARPA Covid Local Recovery Fund	$ 2,244,095	$ 28,327	$ 1,139,516	$ 1,132,906	$ 9,454	$ 1,142,360	$ -	$ 37,781	$ 2,281,876
	Total Special Revenue Funds	**$ 3,300,932**	**$ 2,225,810**	**$ 1,451,688**	**$ 4,075,053**	**$ 548,348**	**$ 1,322,532**	**$ 3,300,869**	**$ 2,774,158**	**$ 2,774,220**
310	**Non-Utilities Capital Fund**	**$ 20,100,000**	**$ 16,027,950**	**$ 18,545,500**	**$ 17,582,450**	**$ 5,407,400**	**$ 20,974,850**	**$ 2,015,000**	**$ 21,435,350**	**$ 39,520,350**
	Total Capital Funds	**$ 20,100,000**	**$ 16,027,950**	**$ 18,545,500**	**$ 17,582,450**	**$ 5,407,400**	**$ 20,974,850**	**$ 2,015,000**	**$ 21,435,350**	**$ 39,520,350**
401	**Water Operations Fund**	**$ 1,635,856**	**$ 5,190,814**	**$ 5,480,981**	**$ 1,345,689**	**$ 5,504,819**	**$ 5,804,411**	**$ 1,046,098**	**$ 10,695,634**	**$ 11,285,392**
402	**Sewer Operations Fund**	**$ 786,844**	**$ 6,447,608**	**$ 6,308,480**	**$ 925,972**	**$ 6,713,795**	**$ 6,733,905**	**$ 905,862**	**$ 13,161,403**	**$ 13,042,385**
403	**Stormwater Operations Fund**	**$ 984,709**	**$ 2,850,899**	**$ 3,260,430**	**$ 575,178**	**$ 3,063,483**	**$ 3,223,527**	**$ 415,134**	**$ 5,914,382**	**$ 6,483,957**
417	**Utilities Capital Fund**	**$ 19,400,000**	**$ 10,373,442**	**$ 8,849,000**	**$ 20,924,442**	**$ 14,773,142**	**$ 20,564,000**	**$ 15,133,584**	**$ 25,146,584**	**$ 29,413,000**
	Total Enterprise Funds	**$ 22,807,410**	**$ 24,862,763**	**$ 23,898,891**	**$ 23,771,282**	**$ 30,055,239**	**$ 36,325,843**	**$ 17,500,678**	**$ 54,918,002**	**$ 60,224,734**
501	**Equipment Replacement & Repair Fund**	**$ 2,384,697**	**$ 2,068,177**	**$ 2,586,278**	**$ 1,866,596**	**$ 1,622,125**	**$ 1,028,835**	**$ 2,459,886**	**$ 3,690,302**	**$ 3,615,113**
502	**Information Technology Fund**	**$ 2,251,692**	**$ 2,657,771**	**$ 3,342,449**	**$ 1,567,014**	**$ 2,671,609**	**$ 3,155,340**	**$ 1,083,283**	**$ 5,329,380**	**$ 6,497,789**
510	**Facilities Maintenance Fund**	**$ 711,374**	**$ 914,845**	**$ 1,424,153**	**$ 202,066**	**$ 723,497**	**$ 722,587**	**$ 202,976**	**$ 1,638,342**	**$ 2,146,740**
	Total Internal Service Funds	**$ 5,347,762**	**$ 5,640,793**	**$ 7,352,880**	**$ 3,635,675**	**$ 5,017,231**	**$ 4,906,762**	**$ 3,746,144**	**$ 10,658,024**	**$ 12,259,642**
	Total All Funds	**$ 59,021,171**	**$ 72,137,822**	**$ 77,298,317**	**$ 53,860,676**	**$ 65,576,903**	**$ 87,572,669**	**$ 31,864,909**	**$ 137,714,725**	**$ 164,870,986**

[1] Includes Executive, Legislative, City Attorney, City Clerk, Finance & Human Resources, and Communications

[2] Includes Planning, Developer-Reimbursed Expenditures, Building, and Events

[3] Includes Human Services, Court Services, etc.

SECTION 3. Transfers Within Funds Authorized.
Pursuant to RCW 35A.34.200(2), transfers between individual appropriations within any one fund of the 2023-2024 biennial budget may be made during the 2023-2024 fiscal biennium by order of the Mayor; provided, however, that transfers between individual appropriations within the General Fund (Fund No. 001) may be made only within the functional classifications within the General Fund identified in the summary in Section 2 above.

SECTION 4. Transmittal of Budget.
The City Clerk is hereby directed to transmit to the Office of the State Auditor and to the Association of Washington Cities a complete copy of the budget herein referred to as adopted.

SECTION 5. Effective Date.
This ordinance shall be effective from and its adoption and the expiration of five days after its publication, as provided by law.

SECTION 6. Severability.
If any portion of this chapter, if found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other section of this chapter.

SECTION 7. 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 Council of the City of Snoqualmie, Washington at a regular meeting thereof and

APPROVED by the Mayor of the City of Snoqualmie on this 12th day of June, 2023.

_____
Katherine Ross, Mayor

ATTEST:

_____
Deana Dean, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

2023-2024 Biennium Budget Amendments

Proposed Amendment Request Table

#	Amendment Request	Amendment Description	Department	Fund(s) or Functional Classification(s) Impacted	2023 Appropriation Increase (Decrease) Requested	2024 Appropriation Increase (Decrease) Requested	Offsetting Revenue Description
1	Incentive Retention Pay Program	The goal of this amendment is to cover the incentive retention pay program for eligible employees from the Public, Professional, & Office-Clerical Employees and Drivers Local Union No. 763 ("Teamsters") and Management and Professional (M&P) employee groups.	Multiple Departments	Multiple Funds - Multiple Functional Classifications	$ 129,000	$ 190,000	Approximately $15,000 over the biennium should come from the City of North Bend.
2	Salary Commission Decision on 2023-24 Salaries and Benefits for Snoqualmie Elected Officials	The goal of this amendment is to cover a recent decision by the Salary Commission regarding the salaries and benefits of Snoqualmie elected officials for the 2023-2024 biennium.	Legislative	General Fund -Administrative Depts. (#001)	$ 34,000	$ 43,000	
3	Opioid Settlement	The State of Washington recently settled with three of the largest distributors of prescription opioids. The City of Snoqualmie is set to receive nearly $140,000 from the settlement to be paid out over an unspecified amount of time. Funds, following the establishment of an Opioid Abatement Council, may be used for a variety of opioid abatement purposes consistent with the state Opioid Response Plan. The goal of this amendment is to establish the fund (AB22-131).	Non-Departmental	NEW - Opioid Settlement Fund (#123)	$ -	$ -	The City of Snoqualmie expects to receive approximately $20,000 annually.
4	Housing Studies	The City of Snoqualmie is currently conducting a number of housing studies. The Housing Strategy Plan (AB22-020) was not completed by the end of the 2022 and the Missing Middle Housing Study (AB23-004) was approved by Council on January 9, 2023. The intent of this budget amendment is to appropriate funds within the current biennium and the Affordable Housing Fund to complete both studies.	Community Development	Affordable Housing Fund (#131)	$ 132,000	$ -	The City of Snoqualmie has been awarded a $55,000 HAPI grant for AB22-020 and a $125,000 missing middle housing grant for AB23-004 from the Washington State Department of Commerce.
5	Home Elevations	The King County Flood Control District (KCFCD) has earmarked $1.468 million for the City of Snoqualmie to conduct home elevations. It is the intention of the Community Development Department to prepare an Interlocal Agreement (ILA) with KCFCD and develop a home elevation program. The goal of this amendment is to establish the fund.	Community Development	NEW -Home Elevation Fund (#144)	$ -	$ -	$1,468,000 is available from the King County Flood Control District for the City to use to elevate homes.
6	Railroad Crossings Improvement Project	The City of Snoqualmie has recently been awarded federal funding from the Washington State Department of Transportation to improve railroad crossing safety for pedestrians and vehicles where the tracks intersect with King Street and the Snoqualmie Parkway. The award does not require a grant match.	Parks & Public Works	Non-Utilities Capital Fund (#310)	$ 2,073,000	$ -	The City of Snoqualmie has been awarded $2,073,000 to complete the project with 0% required match.

#	Amendment Request	Amendment Description	Department	Fund(s) or Functional Classification(s) Impacted	2023 Appropriation Increase (Decrease) Requested	2024 Appropriation Increase (Decrease) Requested	Offsetting Revenue Description
7	2022/2023 Winter Proclamation of Emergency	On January 9, 2023, City of Snoqualmie Council adopted Resolution No. 1632 ratifying the December 29, 2022 Proclamation of Emergency (AB23-006). Since that time, the Parks and Public Works Department has tallied the cost of damage caused by the multiple storms experienced. The intent of this budget amendment is to appropriate funds to repair the damage caused.	Parks & Public Works	Utilities Capital Fund (#417)	$ 210,000	$ -	
8	Maintenance Bond Settlement for Street Tree Pruning and Care and Forest Edge Hazard Tree Management/Reforestation	In November 2022, the City of Snoqualmie settled maintenance bonds with PulteGroup in the amount of nearly $34,000 in lieu of fixing issues required by code on plats 25, 26, and 28. Both parties agreed that the City of Snoqualmie was in the best position to "cure" any defects regarding street tree pruning and care and forest edge hazard tree management/reforestation. The intent of this budget amendment is to appropriate funds to complete the fixes required.	Parks & Public Works	Stormwater Operations Fund (#403)	$ 34,000	$ -	The City collected nearly $34,000 from PulteGroup in 2022.
9	Late Payment on Trash Recepticles	An invoice that was submitted to the City of Snoqualmie in September 2022 for 10 steel trash receipticles was not paid until March 2023. Consequently, the payment of the invoice in this year will reduce the available maintenance supplies budget by approximately 10% for Parks Maintenance and 20% for Streets Maintenance. Therefore, the intent of this budget amendment is to restore the available maintenance supplies budget to its original amount by appropriating for the late payment.	Parks & Public Works	General Fund - Parks Maintenance (#001) General Fund - Streets Maintenance (#001)	$ 25,000	$ -	
10	Server/Storage Replacement Project	The intent of this budget amendment is to update the City'a server/storage at both City Hall and the Police Station.	Information Technology	Information Technology Fund (#502)	$ 200,000	$ -	
					$ 2,837,000	**$ 233,000**	

2023-2024 Biennium Budget Amendments

Proposed 2023 Fund Reconciliations (Reconciling the Amendment Request Table to Ordinance)

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
GENERAL FUND (#001)				
Adopted Budget	$ 4,423,674	$ 20,556,954	$ 23,290,979	$ 1,689,650
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 55,000*	*$ (55,000)*
+ Salary Commission Decision	*$ -*	*$ -*	*$ 34,000*	*$ (34,000)*
+ Late Payment on Trash Recepticles	*$ -*	*$ -*	*$ 25,000*	*$ (25,000)*
+ Dept. of Commerce Grant for Comp Plan	*$ -*	*$ 125,000*	*$ -*	*$ 125,000*
= Amended Budget	**$ 4,423,674**	**$ 20,681,954**	**$ 23,404,979**	**$ 1,700,650**
NORTH BEND POLICE SERVICES FUND (#014)				
Adopted Budget	$ 244,924	$ 2,420,603	$ 2,568,165	$ 97,362
+ Incentive Retention Pay Program	*$ -*	*$ 5,000*	*$ 5,000*	*$ -*
= Amended Budget	**$ 244,924**	**$ 2,425,603**	**$ 2,573,165**	**$ 97,362**
OPIOID SETTLEMENT FUND (#123)				
Adopted Budget	$ -	$ -	$ -	$ -
+ Opioid Settlement	*$ -*	*$ 20,000*	*$ -*	*$ 20,000*
= Amended Budget	**$ -**	**$ 20,000**	**$ -**	**$ 20,000**
AFFORDABLE HOUSING FUND (#131)				
Adopted Budget	$ 898,936	$ 384,121	$ -	$ 1,283,057
+ Housing Studies	*$ -*	*$ 180,000*	*$ 132,000*	*$ 48,000*
= Amended Budget	**$ 898,936**	**$ 564,121**	**$ 132,000**	**$ 1,331,057**
HOME ELEVATION FUND (#144)				
Adopted Budget	$ -	$ -	$ -	$ -
+ Home Elevations	*$ -*	*$ 1,468,000*	*$ -*	*$ 1,468,000*
= Amended Budget	**$ -**	**$ 1,468,000**	**$ -**	**$ 1,468,000**
NON-UTILITIES CAPITAL FUND (#310)				
Adopted Budget	$ 20,100,000	$ 13,954,950	$ 16,470,500	$ 17,584,450
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 2,000*	*$ (2,000)*
+ Railroad Crossing Improvement Project	*$ -*	*$ 2,073,000*	*$ 2,073,000*	*$ -*
= Amended Budget	**$ 20,100,000**	**$ 16,027,950**	**$ 18,545,500**	**$ 17,582,450**
WATER OPERATIONS FUND (#401)				
Adopted Budget	$ 1,635,856	$ 5,190,814	$ 5,466,981	$ 1,359,689
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 14,000*	*$ (14,000)*
= Amended Budget	**$ 1,635,856**	**$ 5,190,814**	**$ 5,480,981**	**$ 1,345,689**

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
SEWER OPERATIONS FUND (#402)				
Adopted Budget	$ 786,844	$ 6,447,608	$ 6,292,480	$ 941,972
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 16,000*	*$ (16,000)*
= Amended Budget	**$ 786,844**	**$ 6,447,608**	**$ 6,308,480**	**$ 925,972**
STORMWATER OPERATIONS FUND (#403)				
Adopted Budget	$ 984,709	$ 2,850,899	$ 3,214,430	$ 621,178
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 12,000*	*$ (12,000)*
+ Maintenance Bond Settlement	*$ -*	*$ -*	*$ 34,000*	*$ (34,000)*
= Amended Budget	**$ 984,709**	**$ 2,850,899**	**$ 3,260,430**	**$ 575,178**
UTILITIES CAPITAL FUND (#417)				
Adopted Budget	$ 19,400,000	$ 10,373,442	$ 8,636,000	$ 21,137,442
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 3,000*	*$ (3,000)*
+ 2022/2023 Winter Proclamation of Emergency	*$ -*	*$ -*	*$ 210,000*	*$ (210,000)*
= Amended Budget	**$ 19,400,000**	**$ 10,373,442**	**$ 8,849,000**	**$ 20,924,442**
EQUIPMENT REPLACEMENT & REPAIR FUND (#501)				
Adopted Budget	$ 2,384,697	$ 2,068,177	$ 2,580,278	$ 1,872,596
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 6,000*	*$ (6,000)*
= Amended Budget	**$ 2,384,697**	**$ 2,068,177**	**$ 2,586,278**	**$ 1,866,596**
INFORMATION TECHNOLOGY FUND (#502)				
Adopted Budget	$ 2,251,692	$ 2,657,771	$ 3,132,449	$ 1,777,014
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 10,000*	*$ (10,000)*
+ Server/Storage Replacement Project	*$ -*	*$ -*	*$ 200,000*	*$ (200,000)*
= Amended Budget	**$ 2,251,692**	**$ 2,657,771**	**$ 3,342,449**	**$ 1,567,014**
FACILITIES MAINTENANCE FUND (#510)				
Adopted Budget	$ 711,374	$ 914,845	$ 1,418,153	$ 208,066
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 6,000*	*$ (6,000)*
= Amended Budget	**$ 711,374**	**$ 914,845**	**$ 1,424,153**	**$ 202,066**
Total for All Amendments =	**$ -**	**$ 3,871,000**	**$ 2,837,000**	**$ 909,000**

2023-2024 Biennium Budget Amendments

Proposed 2024 Fund Reconciliations (Reconciling the Amendment Request Table to Ordinance)

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
GENERAL FUND (#001)				
Adopted Budget	$ 1,700,650	$ 21,848,782	$ 21,189,447	$ 2,359,984
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 97,000*	*$ (97,000)*
+ Salary Commission Decision	*$ -*	*$ -*	*$ 43,000*	*$ (43,000)*
= Amended Budget	**$ 1,700,650**	**$ 21,848,782**	**$ 21,329,447**	**$ 2,219,984**
NORTH BEND POLICE SERVICES FUND (#014)				
Adopted Budget	$ 97,362	$ 2,558,379	$ 2,655,741	$ -
+ Incentive Retention Pay Program	*$ -*	*$ 10,000*	*$ 10,000*	*$ -*
= Amended Budget	**$ 97,362**	**$ 2,568,379**	**$ 2,665,741**	**$ -**
NON-UTILITIES CAPITAL FUND (#310)				
Adopted Budget	$ 17,582,450	$ 5,407,400	$ 20,970,850	$ 2,019,000
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 4,000*	*$ (4,000)*
= Amended Budget	**$ 17,582,450**	**$ 5,407,400**	**$ 20,974,850**	**$ 2,015,000**
WATER OPERATIONS FUND (#401)				
Adopted Budget	$ 1,345,689	$ 5,504,819	$ 5,785,411	$ 1,065,098
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 19,000*	*$ (19,000)*
= Amended Budget	**$ 1,345,689**	**$ 5,504,819**	**$ 5,804,411**	**$ 1,046,098**
SEWER OPERATIONS FUND (#402)				
Adopted Budget	$ 925,972	$ 6,713,795	$ 6,717,905	$ 921,862
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 16,000*	*$ (16,000)*
= Amended Budget	**$ 925,972**	**$ 6,713,795**	**$ 6,733,905**	**$ 905,862**
STORMWATER OPERATIONS FUND (#403)				
Adopted Budget	$ 575,178	$ 3,063,483	$ 3,211,527	$ 427,134
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 12,000*	*$ (12,000)*
= Amended Budget	**$ 575,178**	**$ 3,063,483**	**$ 3,223,527**	**$ 415,134**
UTILITIES CAPITAL FUND (#417)				
Adopted Budget	$ 20,924,442	$ 14,773,142	$ 20,556,000	$ 15,141,584
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 8,000*	*$ (8,000)*
= Amended Budget	**$ 20,924,442**	**$ 14,773,142**	**$ 20,564,000**	**$ 15,133,584**

	Beg. Fund Balance	Sources	Uses	Ending Fund Balance
EQUIPMENT REPLACEMENT & REPAIR FUND (#501)				
Adopted Budget	$ 1,866,596	$ 1,622,125	$ 1,022,835	$ 2,465,886
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 6,000*	*$ (6,000)*
= Amended Budget	**$ 1,866,596**	**$ 1,622,125**	**$ 1,028,835**	**$ 2,459,886**
INFORMATION TECHNOLOGY FUND (#502)				
Adopted Budget	$ 1,567,014	$ 2,671,609	$ 3,143,340	$ 1,095,283
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 12,000*	*$ (12,000)*
= Amended Budget	**$ 1,567,014**	**$ 2,671,609**	**$ 3,155,340**	**$ 1,083,283**
FACILITIES MAINTENANCE FUND (#510)				
Adopted Budget	$ 202,066	$ 723,497	$ 716,587	$ 208,976
+ Incentive Retention Pay Program	*$ -*	*$ -*	*$ 6,000*	*$ (6,000)*
= Amended Budget	**$ 202,066**	**$ 723,497**	**$ 722,587**	**$ 202,976**
Total for All Amendments =	**$ -**	**$ 10,000**	**$ 233,000**	**$ (223,000)**

Proposed 2023-2024 Amended Biennial Budget Ordinance Table

Fund #	Fund Name	Est. 2023 Beginning Fund Balance	Est. 2023 Sources	Est. 2023 Uses	Est. 2023 Ending Fund Balance	Est. 2024 Sources	Est. 2024 Uses	Est. 2024 Ending Fund Balance	Total 2023-2024 Est. Sources	Total 2023-2024 Uses (Appropriation)
001	**General Fund**	**$ 4,423,674**	**$ 20,681,954**		**$ 1,700,650**	**$ 21,848,782**		**$ 2,219,984**	**$ 42,530,736**	
	Administrative Departments [1]			**$ 5,462,502**			**$ 5,452,067**			**$ 10,914,569**
	Police (Snoqualmie)			**$ 5,207,692**			**$ 5,340,813**			**$ 10,548,505**
	Fire & Emergency Management			**$ 4,121,971**			**$ 4,261,862**			**$ 8,383,832**
	Parks Maintenance			**$ 1,862,517**			**$ 1,845,018**			**$ 3,707,535**
	Community Development [2]			**$ 2,275,257**			**$ 2,498,294**			**$ 4,773,551**
	Streets Maintenance			**$ 1,047,448**			**$ 1,105,101**			**$ 2,152,549**
	Non-Departmental [3]			**$ 3,427,592**			**$ 826,293**			**$ 4,253,884**
002	Reserve Fund	$ 2,726,625	$ 210,497	$ -	$ 2,937,122	$ 92,949	$ -	$ 3,030,071	$ 303,446	$ -
	Total General Fund	**$ 7,150,300**	**$ 20,892,451**	**$ 23,404,979**	**$ 4,637,772**	**$ 21,941,731**	**$ 21,329,447**	**$ 5,250,056**	**$ 42,834,182**	**$ 44,734,426**
012	Arts Activities Fund	$ 48,578	$ 52,094	$ 60,856	$ 39,816	$ 28,217	$ 37,136	$ 30,897	$ 80,311	$ 97,992
014	**North Bend Police Services Fund**	**$ 244,924**	**$ 2,425,603**	**$ 2,573,165**	**$ 97,362**	**$ 2,568,379**	**$ 2,665,741**	**$ -**	**$ 4,993,982**	**$ 5,238,906**
018	Deposits Reimbursement Control Fund	$ 21,266	$ 10,358	$ 10,358	$ 21,266	$ 10,358	$ 10,358	$ 21,266	$ 20,716	$ 20,716
020	School Impact Fee Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Managerial Funds	**$ 314,767**	**$ 2,488,055**	**$ 2,644,379**	**$ 158,443**	**$ 2,606,954**	**$ 2,713,235**	**$ 52,163**	**$ 5,095,009**	**$ 5,357,614**
110	Hotel/Motel Tax Fund	$ 147,700	$ 140,190	$ 175,000	$ 112,890	$ 139,601	$ 175,000	$ 77,491	$ 279,791	$ 350,000
118	Drug Enforcement Fund	$ 10,200	$ 5,172	$ 5,172	$ 10,200	$ 5,172	$ 5,172	$ 10,200	$ 10,344	$ 10,344
123	**NEW FUND - Opioid Settlement Fund**	**$ -**	**$ 20,000**	**$ -**	**$ 20,000**	**$ -**	**$ -**	**$ 20,000**	**$ 20,000**	**$ -**
131	**Affordable Housing Fund**	**$ 898,936**	**$ 564,121**	**$ 132,000**	**$ 1,331,057**	**$ 394,121**	**$ -**	**$ 1,725,178**	**$ 958,242**	**$ 132,000**
144	**NEW FUND -Home Elevation Fund**	**$ -**	**$ 1,468,000**	**$ -**	**$ 1,468,000**	**$ -**	**$ -**	**$ 1,468,000**	**$ 1,468,000**	**$ -**
150	ARPA Covid Local Recovery Fund	$ 2,244,095	$ 28,327	$ 1,139,516	$ 1,132,906	$ 9,454	$ 1,142,360	$ -	$ 37,781	$ 2,281,876
	Total Special Revenue Funds	**$ 3,300,932**	**$ 2,225,810**	**$ 1,451,688**	**$ 4,075,053**	**$ 548,348**	**$ 1,322,532**	**$ 3,300,869**	**$ 2,774,158**	**$ 2,774,220**
310	**Non-Utilities Capital Fund**	**$ 20,100,000**	**$ 16,027,950**	**$ 18,545,500**	**$ 17,582,450**	**$ 5,407,400**	**$ 20,974,850**	**$ 2,015,000**	**$ 21,435,350**	**$ 39,520,350**
	Total Capital Funds	**$ 20,100,000**	**$ 16,027,950**	**$ 18,545,500**	**$ 17,582,450**	**$ 5,407,400**	**$ 20,974,850**	**$ 2,015,000**	**$ 21,435,350**	**$ 39,520,350**
401	**Water Operations Fund**	**$ 1,635,856**	**$ 5,190,814**	**$ 5,480,981**	**$ 1,345,689**	**$ 5,504,819**	**$ 5,804,411**	**$ 1,046,098**	**$ 10,695,634**	**$ 11,285,392**
402	**Sewer Operations Fund**	**$ 786,844**	**$ 6,447,608**	**$ 6,308,480**	**$ 925,972**	**$ 6,713,795**	**$ 6,733,905**	**$ 905,862**	**$ 13,161,403**	**$ 13,042,385**
403	**Stormwater Operations Fund**	**$ 984,709**	**$ 2,850,899**	**$ 3,260,430**	**$ 575,178**	**$ 3,063,483**	**$ 3,223,527**	**$ 415,134**	**$ 5,914,382**	**$ 6,483,957**
417	**Utilities Capital Fund**	**$ 19,400,000**	**$ 10,373,442**	**$ 8,849,000**	**$ 20,924,442**	**$ 14,773,142**	**$ 20,564,000**	**$ 15,133,584**	**$ 25,146,584**	**$ 29,413,000**
	Total Enterprise Funds	**$ 22,807,410**	**$ 24,862,763**	**$ 23,898,891**	**$ 23,771,282**	**$ 30,055,239**	**$ 36,325,843**	**$ 17,500,678**	**$ 54,918,002**	**$ 60,224,734**
501	**Equipment Replacement & Repair Fund**	**$ 2,384,697**	**$ 2,068,177**	**$ 2,586,278**	**$ 1,866,596**	**$ 1,622,125**	**$ 1,028,835**	**$ 2,459,886**	**$ 3,690,302**	**$ 3,615,113**
502	**Information Technology Fund**	**$ 2,251,692**	**$ 2,657,771**	**$ 3,342,449**	**$ 1,567,014**	**$ 2,671,609**	**$ 3,155,340**	**$ 1,083,283**	**$ 5,329,380**	**$ 6,497,789**
510	**Facilities Maintenance Fund**	**$ 711,374**	**$ 914,845**	**$ 1,424,153**	**$ 202,066**	**$ 723,497**	**$ 722,587**	**$ 202,976**	**$ 1,638,342**	**$ 2,146,740**
	Total Internal Service Funds	**$ 5,347,762**	**$ 5,640,793**	**$ 7,352,880**	**$ 3,635,675**	**$ 5,017,231**	**$ 4,906,762**	**$ 3,746,144**	**$ 10,658,024**	**$ 12,259,642**
	Total All Funds	**$ 59,021,171**	**$ 72,137,822**	**$ 77,298,317**	**$ 53,860,676**	**$ 65,576,903**	**$ 87,572,669**	**$ 31,864,909**	**$ 137,714,725**	**$ 164,870,986**

[1] Includes Executive, Legislative, City Attorney, City Clerk, Finance & Human Resources, and Communications

[2] Includes Planning, Developer-Reimbursed Expenditures, Building, and Events

[3] Includes Human Services, Court Services, etc.

2023-2024 Biennium Budget Amendments

2023-2024 Biennial Budget Totals Comparison Table

	Est. 2023 Beginning Fund Balance	Est. 2023 Sources	Est. 2023 Uses	Est. 2023 Ending Fund Balance	Est. 2024 Sources	Est. 2024 Uses	Est. 2024 Ending Fund Balance	Total 2023-2024 Est. Sources	Total 2023-2024 Uses (Appropriation)
Previous Ord. 1274	$ 59,021,171	$ 68,266,822	$ 74,461,317	$ 52,826,676	$ 65,566,903	$ 87,339,669	$ 31,053,909	$ 133,833,725	$ 161,800,986
Proposed Ord. 1277	$ 59,021,171	$ 72,137,822	$ 77,298,317	$ 53,860,676	$ 65,576,903	$ 87,572,669	$ 31,864,909	$ 137,714,725	$ 164,870,986
Difference =	**$ -**	**$ 3,871,000**	**$ 2,837,000**	**$ 1,034,000**	**$ 10,000**	**$ 233,000**	**$ 811,000**	**$ 3,881,000**	**$ 3,070,000**

Financial Forecast WORKING DRAFT **Version Date: May 17, 2023**

Forecast - Revenues, Expenditures & Fund Balance - Governmental Operating	2023 Budgeted	2024 Budgeted	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected
Beginning Fund Balance	**4,423,674**	**1,700,649**	**2,219,984**	**2,429,768**	**2,410,952**	**2,209,847**	**1,832,500**	**1,348,395**	**768,719**	**70,791**
Recurring Revenues										
Property Tax (Avg. Annual Inc. = 1.25%)	8,401,505	8,506,524	8,612,855	8,720,516	8,829,522	8,939,891	9,051,640	9,164,786	9,279,345	9,395,337
Sales & Use Tax/B&O Tax (KC Economic Forecast: Avg. Annual Inc. = 3.40%)	3,769,396	3,922,597	4,081,070	4,101,067	4,210,976	4,312,039	4,502,200	4,713,353	4,917,442	5,130,367
Utility Tax (Avg. Annual Inc. = 2.20%)	2,482,551	2,524,168	2,579,700	2,636,453	2,694,455	2,753,733	2,814,316	2,876,231	2,939,508	3,004,177
Charges for Goods & Services (4.01% Annual Inc.)	3,477,838	4,229,094	4,134,847	4,217,543	4,301,894	4,387,932	4,475,691	4,565,205	4,656,509	4,749,639
Licenses & Permit Fees (2.00% Annual Inc.)	580,157	862,727	879,982	897,582	915,533	933,844	952,521	971,571	991,003	1,010,823
Intergovernmental Revenues & Grants (2.00% Annual Inc.)	528,904	497,124	507,066	517,207	527,551	538,103	548,865	559,842	571,039	582,459
Other Revenues (2.00% Annual Inc.)	257,694	247,639	252,592	257,644	262,796	268,052	273,413	278,882	284,459	290,149
Total Recurring Revenues =	**19,498,044**	**20,789,873**	**21,048,112**	**21,348,013**	**21,742,729**	**22,133,595**	**22,618,645**	**23,129,869**	**23,639,304**	**24,162,950**
Recurring Expenditures (Inflated Using August 2022 KC Economic Forecast)										
Administrative Depts.	4,671,895	4,811,844	4,940,801	5,067,780	5,203,089	5,338,370	5,478,235	5,622,313	5,770,742	5,923,089
Police (Snoqualmie)	5,163,692	5,263,813	5,404,883	5,543,789	5,691,808	5,839,795	5,992,797	6,150,408	6,312,779	6,479,436
Fire & Emergency Management	4,021,971	4,135,862	4,246,703	4,355,843	4,472,144	4,588,420	4,708,637	4,832,474	4,960,051	5,090,996
Parks Maintenance	1,714,517	1,752,018	1,798,972	1,845,206	1,894,473	1,943,729	1,994,655	2,047,114	2,101,158	2,156,628
Streets Maintenance	1,043,448	1,101,101	1,130,611	1,159,667	1,190,630	1,221,587	1,253,592	1,286,562	1,320,527	1,355,389
Community Development	1,901,647	2,026,869	2,081,189	2,134,675	2,191,671	2,248,654	2,307,569	2,368,258	2,430,780	2,494,953
Developer Reimbursed Expenditures	368,610	377,825	387,951	397,921	408,546	419,168	430,150	441,463	453,118	465,080
Human Services	290,315	298,630	306,633	314,514	322,911	331,307	339,987	348,929	358,141	367,596
Court Services	373,245	382,576	392,829	402,925	413,683	424,439	435,559	447,014	458,816	470,928
Non-Departmental (Sustainability, etc.)	91,476	92,935	95,426	97,879	100,492	103,105	105,806	108,589	111,456	114,398
Total Recurring Expenditures =	**19,640,816**	**20,243,473**	**20,785,998**	**21,320,198**	**21,889,448**	**22,458,573**	**23,046,988**	**23,653,124**	**24,277,566**	**24,918,494**
Recurring Revenues Over (Under) Recurring Expenditures	**(142,771)**	**546,400**	**262,113**	**27,814**	**(146,719)**	**(324,978)**	**(428,343)**	**(523,255)**	**(638,262)**	**(755,544)**
One-Time Expenditures										
Executive: Council Chambers A/V Upgrade	108,000	-	-	-	-	-	-	-	-	-
Executive: Security Infrastructure at City Hall	207,000	-	-	-	-	-	-	-	-	-
Executive: Strategic Plan	-	60,000	-	-	-	-	-	-	-	-
City Attorney: Contract Legal Support	100,000	100,000	-	-	-	-	-	-	-	-
Finance & Human Resources: Revenue Manager (Two-Year Term Limited)	164,322	170,717	-	-	-	-	-	-	-	-
Finance & Human Resources: Management Analyst (Two-Year Term Limited)	143,285	148,456	-	-	-	-	-	-	-	-
Finance & Human Resources: Temporary Assistance During the ERP Project	50,000	50,000	-	-	-	-	-	-	-	-
Finance & Human Resources: Additional ERP Project Modules	-	80,050	-	-	-	-	-	-	-	-
Administrative Departments: Incentive Retention Pay Program	***18,000***	***31,000***	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Police (Snoqualmie): Incentive Retention Pay Program	***44,000***	***77,000***	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Fire & Emergency Management: Recruitment & Coverage Program	50,000	50,000	-	-	-	-	-	-	-	-
Fire & Emergency Management: Incentive Retention Pay Program	***50,000***	***76,000***	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Parks Maintenance: Parks, Open Space, and Recreation Study	60,000	-	-	-	-	-	-	-	-	-
Parks Maintenance: Deferred Repairs	75,000	75,000	-	-	-	-	-	-	-	-
Parks Maintenance: Incentive Retention Pay Program	***13,000***	***18,000***	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Community Development: Permit Software Replacement	-	82,600	-	-	-	-	-	-	-	-
Community Development: Incentive Retention Pay Program	***5,000***	***11,000***	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Streets Maintenance: Incentive Retention Pay Program	***4,000***	***4,000***	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Total One-Time Expenditures =	**1,091,607**	**1,033,823**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Transfers & Grants										
Transfer In (ARPA 2022-2024)	1,058,909	1,058,909	-	-	-	-	-	-	-	-
Transfer In (from Reserve Fund)	-	-	-	-	-	-	-	-	-	704,753
Grant (Dept. of Commerce Comp Plan)	125,000	-	-	-	-	-	-	-	-	-
Transfer Out (to Arts Activities Fund)	(10,000)	(10,000)	(12,500)	(12,500)	(15,000)	(15,000)	(17,500)	(17,500)	(20,000)	(20,000)
Transfer Out (to Reserve Fund)	(162,556)	(42,151)	(39,829)	(34,130)	(39,387)	(37,369)	(38,262)	(38,921)	(39,666)	-
Transfer Out (to Capital Funds)	(2,500,000)	-	-	-	-	-	-	-	-	-
Total Transfers =	**(1,488,647)**	**1,006,758**	**(52,329)**	**(46,630)**	**(54,387)**	**(52,369)**	**(55,762)**	**(56,421)**	**(59,666)**	**684,753**
Ending Fund Balance	**1,700,649**	**2,219,984**	**2,429,768**	**2,410,952**	**2,209,847**	**1,832,500**	**1,348,395**	**768,719**	**70,791**	**0**
Estimated Fund Balance	*9%*	*11%*	*12%*	*11%*	*10%*	*8%*	*6%*	*3%*	*0%*	*0%*

Reserve Fund

Proposed Policy - Reserve Range 15% to 20% (Assumes 15%)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Beginning Fund Balance	2,726,625	2,937,122	3,030,071	3,117,900	3,198,030	3,283,417	3,368,786	3,457,048	3,547,969	3,641,635
Interest Earned	47,941	50,798	48,000	46,000	46,000	48,000	50,000	52,000	54,000	56,000
In	162,556	42,151	39,829	34,130	39,387	37,369	38,262	38,921	39,666	-
Out	-	-	-	-	-	-	-	-	-	(704,753)
Ending Fund Balance	2,937,122	3,030,071	3,117,900	3,198,030	3,283,417	3,368,786	3,457,048	3,547,969	3,641,635	2,992,882
Reserve Target %	15%	15%	15%	15%	15%	15%	15%	15%	15%	12%
Fund Balance Required - Min 15%	2,946,122	3,036,521	3,117,900	3,198,030	3,283,417	3,368,786	3,457,048	3,547,969	3,641,635	3,737,774
Fund Balance Over (Under) Target - Min	(9,000)	(6,450)	0	0	(0)	(0)	(0)	0	0	(744,892)
Fund Balance Required - Max 20%	3,928,163	4,048,695	4,157,200	4,264,040	4,377,890	4,491,715	4,609,398	4,730,625	4,855,513	4,983,699
Fund Balance Over (Under) Target - Max	(991,041)	(1,018,624)	(1,039,300)	(1,066,010)	(1,094,473)	(1,122,929)	(1,152,350)	(1,182,656)	(1,213,878)	(1,990,817)

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-059
May 22, 2023
Committee Report

AGENDA BILL INFORMATION

TITLE:	AB23-059: Snoqualmie Housing Strategy Plan	☐ Discussion Only ☒ Action Needed:
PROPOSED ACTION:	Approval of Snoqualmie Housing Strategy Plan	☐ Motion ☐ Ordinance ☒ Resolution

REVIEW:	Department Director/Peer	Emily Arteche	5/17/2023
	Finance	n/a	Click or tap to enter a date.
	Legal	n/a	Click or tap to enter a date.
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Community Development	
STAFF:	Emily Arteche – Community Development Director	
COMMITTEE:	Community Development	**COMMITTEE DATE:** May 1, 2023
MEMBERS:	Jo Johnson Cara Christensen James Mayhew	
EXHIBITS:	1. AB23-059x1 – Draft Resolution Adopting Housing Strategy Plan 2. AB23- 059x1 – Housing Strategy Plan Discussion Memo 3. AB23- 059x2 – Final Housing Strategy Plan	

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

SUMMARY

INTRODUCTION

The City has contracted with LDC, Inc, to complete a Regional Housing Needs Assessment for the cities of Snoqualmie, Carnation, Duvall, and North Bend, as well as a Snoqualmie-specific Housing Strategy Plan. Staff from LDC will present draft findings to the City Council.

BACKGROUND

In 2019, the Washington State Legislature passed House Bill (HB) 1923, which provides grant funds to support the development of local Housing Strategy Plans (HSP). The cities of Snoqualmie, North Bend, Duvall, and Carnation jointly applied for and received funding for a regional Housing Needs Assessment (HNA) that would inform city-specific HSPs. The purpose of a HSP is to evaluate existing housing policies and develop strategies and recommendations to increase the supply and types of housing needed in a community.

LDC engaged with local and regional stakeholders to shape the issues, focus, and vision of the HSP and inform strategies and actions, including through interviews, an online survey, and attendance at several Planning

Commission and Community Development Committee meetings, as well as the April 6, 2023, Comprehensive Plan Open House.

The HSP proposes 15 actions associated with one or more of the following overarching strategies:

- Provide a wider variety of housing types
- Provide incentives for new housing
- Bring down the cost of development
- Prevent and mitigate displacement
- Improve the regulatory environment for permits

The proposed actions are intended to inform the City's work updating the Housing and Land Use Elements of the Comprehensive Plan. This process will include evaluating how to accommodate additional population and employment growth, and plan for a variety of housing types and various income levels.

ANALYSIS
None

BUDGET IMPACTS
None

NEXT STEPS
Adoption

RECOMMENDED ACTION

Move to adopt Resolution No. 1647 approving the Housing Strategy Plan.

RESOLUTION NO. 1647

A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, ADOPTING A HOUSING STRATEGY PLAN PURSUANT TO RCW 36.70A.600

WHEREAS, King County is facing a housing crisis due to a shortage of supply in affordable housing; and

WHEREAS, in 2019, the Washington State Legislature adopted Engrossed Second Substitute House Bill 1923, now codified in RCW 36.70A.600, authorizing the Washington State Department of Commerce to provide grants to cities planning under the Growth Management Act for the development of a Housing Action Plan; called City of Snoqualmie Housing Strategy Plan (2023); and

WHEREAS, pursuant to RCW 36.70A.600, the goal of the Housing Action Plan is to encourage construction of additional affordable and market-rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes; and

WHEREAS, the cities of Snoqualmie, North Bend, Duvall, and Carnation jointly applied for, and received, funding to develop a regional Housing Needs Assessment (HNA) and individual Housing Action Plans, providing an opportunity for the City to take into consideration the housing issues facing the four communities; and

WHEREAS, the HNA found that rents and home values in Snoqualmie are rising faster than incomes, making affordability a challenge, particularly for households earning below the area median annual income; and

WHEREAS, the City engaged with local and regional stakeholders to shape the issues, focus, and vision of its Housing Strategy Plan and to inform the City's strategies and actions, including through interviews, an online survey, and attendance at the April 6, 2023, Comprehensive Plan Open House; and

WHEREAS, based on the HNA and community input, the key strategies identified in the Housing Strategy Plan are to provide a wider variety of housing types, provide incentives for new housing, bring down the cost of development, prevent and mitigate displacement, and improve the regulatory environment for permits; and

WHEREAS, the Planning Commission discussed the HNA and the Housing Strategy Plan at meetings held on July 12, 2022, November 7, 2022, and at the March 6, 2023, joint meeting with the Community Development Committee; and

WHEREAS, the Community Development Committee discussed the HNA and the Housing Strategy Plan at meetings held on November 7, 2022, and March 6, 2023; and

WHEREAS, the City Council discussed the Housing Strategy Plan at meetings on May 8 and May 22, 2023;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:

The City Council hereby adopts the Snoqualmie Housing Strategy Plan in the form attached as Exhibit A.

PASSED by the City Council of the City of Snoqualmie, Washington, this 22nd day of May 2023.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Approved as to form:

_____
City Attorney

LDC | Surv Engineering Planning

TO: City of Snoqualmie City Council

FROM: Matt Covert, LDC, Inc.

CC: Emily Arteche, AICP – Community Development Director, City of Snoqualmie

DATE: May 5, 2023

RE: May 8, 2023, City Council discussion – Housing Strategy Plan

---

We look forward to meeting with the City Council for a conversation about the Snoqualmie Housing Strategy Plan. This document is the result of the grant program from the Department of Commerce commonly referred to as Housing Action Plan (HAP). We have revised the draft of the Snoqualmie Housing Strategy Plan we presented to the joint Planning Commission / Community Development Committee meeting in March and are looking forward to sharing the actions and strategies with you.

Our goals for this meeting are to provide the City Council with:

- Overview of the project and schedule
- Review of strategies and actions
- Opportunity to provide additional feedback on actions
- Opportunity to shape implementation schedule

For each of the items above, we hope to provide the City Council members with information and then engage with you on the actions and strategies and answer questions.

Developing the Housing Strategy Plan is a significant opportunity to engage with your community about housing. This conversation should reflect not just what is happening now, but how policy, programs, and regulations will shape the future of the city.

LDC is also assisting the City of Snoqualmie with the Middle Housing grant program and the housing and land use elements of the Comprehensive Plan update. The actions studied in the Housing Strategy Plan relate significantly to the major planning for housing the City is undertaking during the comprehensive plan update.

We look forward to meeting with you and having a great discussion.

HQ: 20210 142nd Avenue NE, Woodinville, WA 98072 • Kent: 1851 Central Place South, Suite 101, Kent, WA 98030

City of Snoqualmie

Housing Strategy Plan

May 2023



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B. ACKNOWLEDGEMENTS

City Staff

Emily Arteche	Community Development Director
David Goodman	Senior Planner

Consultant Staff – LDC, Inc.

Clay White	Director of Planning
Matt Covert, AICP	Senior Planner
Joel Farias	Permit Technician

Consultant Staff – FCS Group (prepared Regional Housing Needs Assessment)

Todd Chase	Principal / Economist
Timothy Wood	Assistant Project Manager

Photo credit (cover page and chapter titles): LDC, Inc.

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C. EXECUTIVE SUMMARY



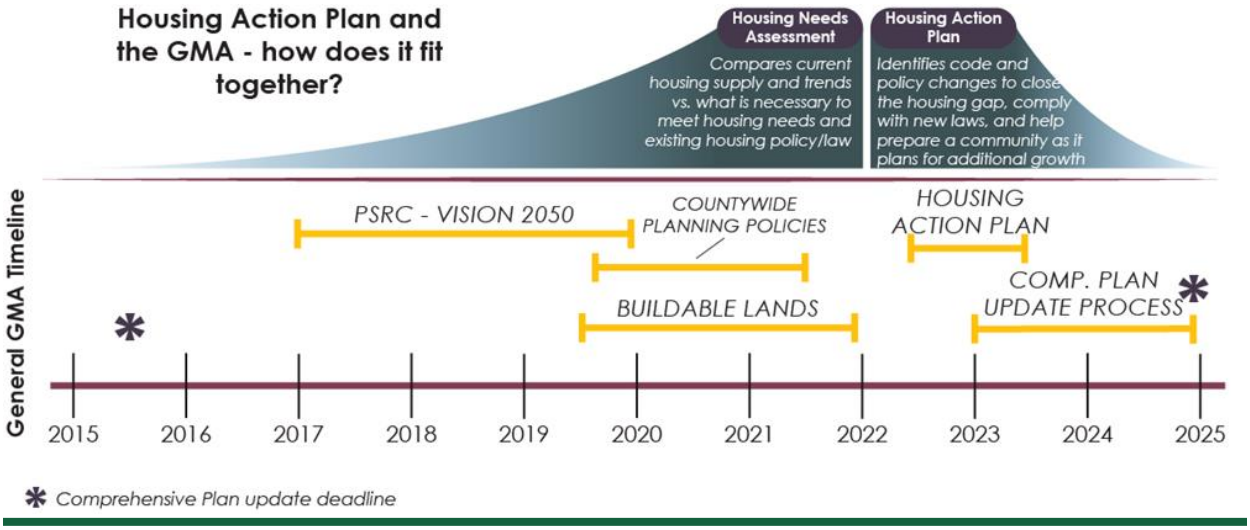
Introduction

The high costs/rent of housing is a major issue facing our region. As the four-county region (Pierce, King, Snohomish, and Kitsap) continues to grow, adding 1.8 million more people between 2017- 2050, action must be taken so that everyone in communities across the region can find a place to live that is affordable to them and meets their needs.

*Recognizing the need to focus on housing, the Washington State Legislature passed House Bill (HB) 1923, enacted as RCW 36.70A.600, which provides grant funds to help cities develop a Housing Action Plan (HAP). The cities of Snoqualmie, North Bend, Duvall, and Carnation jointly applied for and received HAP funding through the Department of Commerce. The regional approach provides an opportunity for the City to compare housing issues facing the four communities, through the development of a regional Housing Needs Assessment (HNA). City-specific strategies and actions to address identified housing issues are then developed in the individual HAP for each community. Snoqualmie has chosen to call their document the "**Snoqualmie Housing Strategy Plan**," referred to as such or abbreviated "HSP" when speaking specifically about this plan. The grant program more generally will continue to be referred to as Housing Action Plan or HAP.*

Overall, this project provides the opportunity to study the existing and future housing needs for the community, engage the community on these important issues, and develop strategies and actions the City can consider in the future.

The timing for this project is ideal as the City is beginning the required 2024 periodic update to the comprehensive plan and development regulations. As part of this process, the City will be evaluating how to accommodate additional population and employment growth, and plan for a variety of housing types and various income levels.



The HSP plays an even more important role in the update given recent legislative changes. In 2021, the Washington State Legislature amended the Housing Element requirements of the Growth Management Act (GMA) through HB 1220.

HB 1220 strengthened the GMA Housing Element in a variety of ways. This includes new language that encourages the availability of affordable housing and requires cities and counties to plan for and accommodate housing that is affordable to all economic segments of the population. This puts a greater responsibility on local government to plan for housing for low- and moderate-income households. The HSP will assist in providing options to do this that Snoqualmie can consider as part of the periodic update.

Snoqualmie's housing targets and the Housing Strategy Plan

The HSP provides several code and policy options the City of Snoqualmie can consider to help address its housing issues. Some of the actions and strategies outlined in the plan will help the City make progress toward planning for its housing target, which is an essential component of the Comprehensive Plan periodic update. However, code and policy options within city limits are unlikely to lead to full accommodation of the City's housing target. Additional ways to accommodate the housing targets, including but not limited to annexation and planning for the City's Potential Annexation Areas (PAA), may need to be considered. A fuller range of options with which the City could accommodate its housing targets will be further explored as part of the Comprehensive Plan periodic update process.

Housing is top of mind for region's residents

In 2022, the Department of Commerce and Puget Sound Regional Council (PSRC) conducted a survey on twelve different state-wide issues ranging from transportation, climate change, healthcare to housing. What they found is that Washington residents are most concerned with housing costs/rents, homelessness, and overall cost of living. This is not news to state authorities, although it is important to gather input on top-of-mind issues from a large portion of the state population.

The survey's key findings include[1]*:*

- *78% of respondents say they want more housing options for people in their communities, including seniors, teachers, firefighters, childcare workers, and healthcare workers.*
- *Housing costs are a top issue for four times as many respondents (39%), compared*

[1] Puget Sound Regional Council & Washington State Department of Commerce Housing Survey, December 2022

to traffic and transportation (8%).

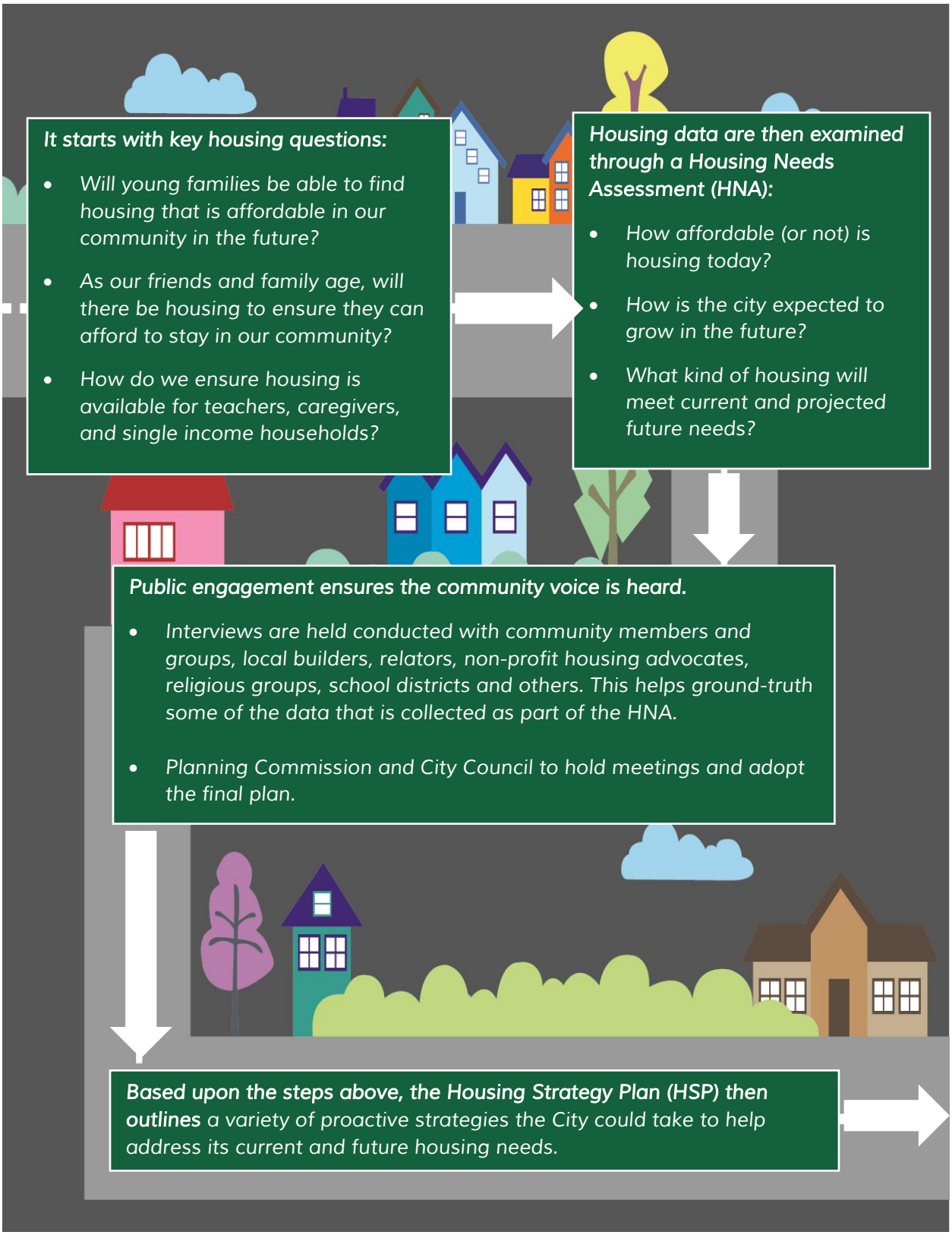
- 74% of respondents have experienced one of more difficulties finding or affording housing.
- 83% of respondents say government agencies should work together to address the need for housing.

The Comprehensive Plan, Housing Action Plan, and Middle Housing Analysis are all efforts made by multiple agencies (state, city, regional organization, community members) to help address the housing issues Washington State residents are facing. Each of these projects gives elected officials tools and solutions to begin moving in the right direction. The state has acted on housing-related issues and over the coming years, we should begin to see the benefits of this work.

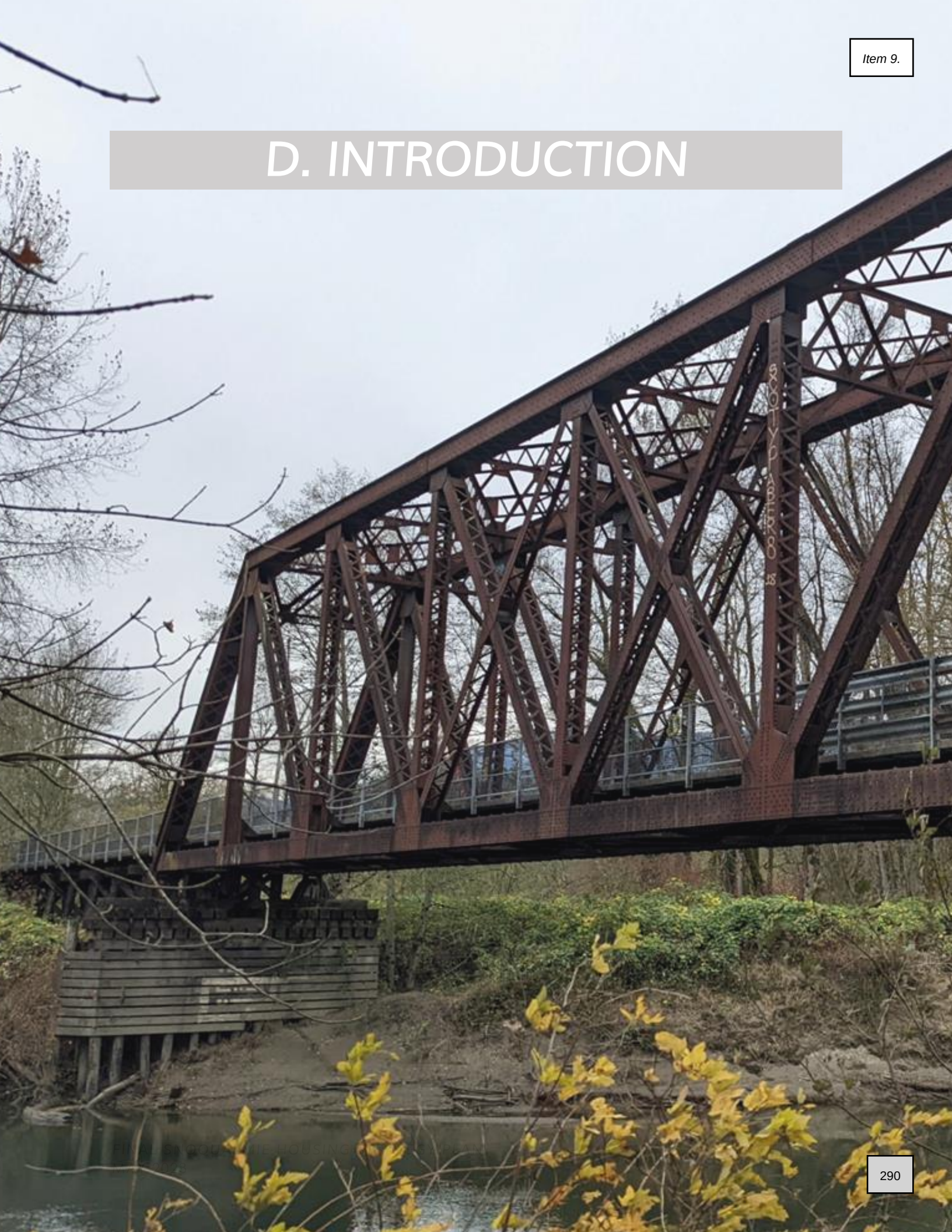


Photo credit: LDC, Inc.

Figure 1. How the Housing Strategy Plan (HSP) works

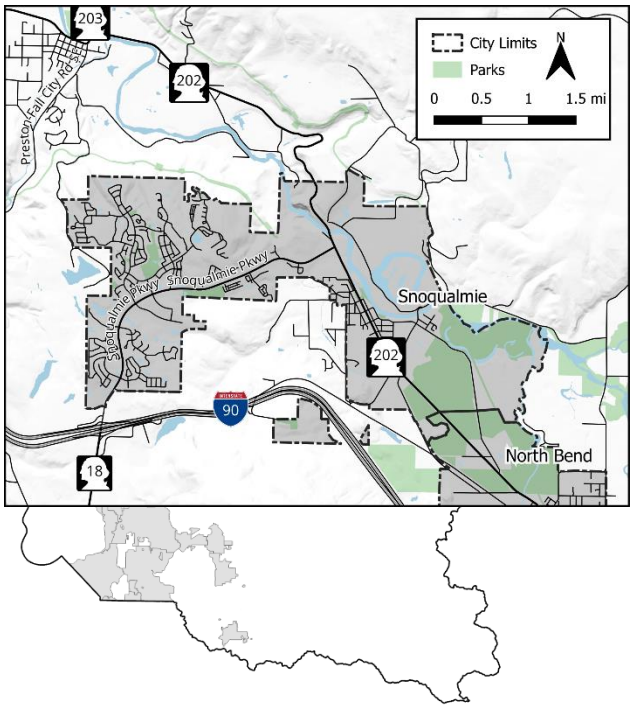


D. INTRODUCTION



COMMUNITY PROFILE

Snoqualmie, located in central King County, is home to just over 14,000 people. Situated 28 miles east of



Seattle, the community is best known regionally for Snoqualmie Falls and access to outdoor recreation. Snoqualmie is a bedroom community for the greater Seattle area but has been growing rapidly in population and local employment opportunities.

Above: Snoqualmie in relation to King County.

Below: Vicinity map of Snoqualmie.

The city is located on ancestral territory of the Snoqualmie Tribe, a group of Native American peoples from the southern Salish Sea region of Washington State. The region is rich in deer, elk, and salmon and sustained Indigenous populations since time immemorial. The Snoqualmie Tribe originally lived along the Snoqualmie River from North Bend to the junction of the Skykomish and Snoqualmie Rivers. Today, the city of Snoqualmie is approximately 6.5 square miles located in the Snoqualmie Valley between North Bend and Fall City.

Snoqualmie has grown by nearly 60 percent since 2010 for an average annual growth rate of 3.99 percent. This reflects the dichotomy of Snoqualmie's history – the older core of the small city in the floodplain of the Snoqualmie River, and the Snoqualmie Ridge master-planned community to its west, which grew rapidly after 2000, eclipsing the older core of the city in size.

Snoqualmie's median age is 36.3 years, and median household income is more than $159,000 per year. Nearly 8 in 10 housing units are single-family detached homes. The median home is worth $1,131,037. The city will need 1,079 new housing units to account for its projected growth out to 2044 but only has capacity for 167.

PROJECT OVERVIEW

The development of this plan has engaged the community in an important conversation about housing. Key questions include:

- *Will there be enough housing that is affordable to all households?*
- *Do the homes being built today meet the needs and means of current and future residents?*
- *How will the City meet the housing needs of an aging population?*

To begin to answer these important questions, Snoqualmie, North Bend, Carnation, and Duvall commissioned an analysis of housing data. The so-called Regional Housing Needs Assessment (Appendix 1) looked at a range of metrics across all four cities, including demographics, workforce, housing market, and land capacity. An individual HNA looked more in-depth at city-specific data and issues. The HNA summary, located in Chapter E (with full individual HNA located in Appendix 2) provide important insights on issues like:

- *How affordable (or not) is housing today?*
- *How is the city expected to grow in the future?*
- *What kind of housing is necessary to meet current and future needs?*

The intersection between key housing issues identified by the community and data highlighting current and

House Bill 1923 Requirements for a Housing Action Plan

- *Quantify existing and projected housing needs for all income levels, including extremely low-income households*
- *Develop strategies to increase the supply of housing, and variety of housing types*
- *Analyze population and employment trends, with documentation of projections*
- *Consider strategies to minimize displacement of low-income residents resulting from redevelopment*
- *Review and evaluate the current housing policies*
- *Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups*
- *Include a schedule of programs and actions to implement the recommendations of the housing action plan*

future housing needs leads to the development of a HAP (in this case, HSP). The HSP, located in Chapter F, outlines strategies and actions to ensure the City offers the appropriate supply and type of housing to meet future demand for all income levels.

Housing strategies are focused on important topics such as:

- *Providing a wider variety of housing types*
- *Providing incentives for new rental housing*
- *Bringing down the cost of development*
- *Preventing and mitigating displacement*
- *Improving the permit process*

The actions identified within the HSP are regulatory and policy changes focused on implementing the strategies listed above. A variety of options have been identified for the City to consider moving forward. Pros and cons for adopting certain code changes, and the identification of other jurisdictions who have considered similar changes, assist in making this a user-friendly document for Snoqualmie moving forward.

House Bill (HB) 1923

In 2019, the legislature passed HB 1923, encoded as RCW 36.70A.600, to assist cities in developing a HAP that will encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes. The cities of Snoqualmie, North Bend, Carnation, and Duvall applied for and received a grant to develop a regional HNA and individual HAPs in accordance with HB 1923.

The Washington State Department of Commerce ("Commerce") deadline for the adoption of a HAP is June 30, 2023. A copy of the statute created by HB 1923 is available for reference in this Plan in Appendix 5.

Plan Impact on Housing Prices

Housing affordability (or lack thereof) is a big issue in the region. There are many reasons why housing has become so expensive, and cities can only address certain aspects of the problem. While the City could reduce fees for certain housing types, consider additional areas to allow for higher density housing, or provide more options for senior housing, they do not control fluctuating economic costs such as labor shortages or the rising cost of lumber, for example.

This Plan is a piece of a larger puzzle that aims to help address important housing issues in our region. If many communities in our region takes the steps that Snoqualmie is taking as part of this Plan, it will have a positive overall impact on housing affordability issues in the region.

GOALS AND OBJECTIVES

As noted in the Snoqualmie's Comprehensive Plan, almost half of the city's homeowner and renter households are classified as cost-burdened by rising housing costs, meaning they pay more than 30 percent of their income toward their housing. The City has developed the HSP to address this and other housing issues.

Goals

- *Assess Snoqualmie's housing needs*
- *Through a public engagement process, develop strategies addressing housing needs for the residents of Snoqualmie*
- *Prepare a HSP that is consistent with the housing element of the City's Comprehensive Plan and addresses goals and policies*

Objectives

- *Develop strategies and recommendations to increase the supply and types of housing needed in Snoqualmie*
- *Develop zoning, regulatory, and incentive strategies to support housing that meets the needs of Snoqualmie*
- *Evaluate and refine existing housing policies and actions*
- *Develop recommendations based on HNA data*
- *Identify a schedule of actions to implement the recommendations of the HSP*
- *Craft potential solutions for Snoqualmie in light of actions and issues elsewhere in the valley*

PUBLIC PARTICIPATION

The HSP was developed with a range of public engagement. The intent of engaging the public is to better understand what the people of Snoqualmie envision for their housing future.

Interviews

Interviews were conducted with groups identified by City staff. This involves interviewing community-based organizations (CBOs), including non-profit housing advocates, local builders and/or realtors, faith-based organizations, and general community groups to better understand their values and priorities and to hear any recommendations they have for how best to engage people who live, work, and play in Snoqualmie. Ten interviews were conducted in total, representing various community groups or individual community members.

The project team asked questions about community engagement and housing, which can be read in THE Summary of Engagement Results in Appendix 8. The overarching themes that were revealed through the interviews were the high cost of housing, need for more housing options for seniors, support for and

concern surrounding some proposed changes, and more.

Website

The City and project team developed a section on the City's Affordable Housing webpage and a press release and hosted the Draft Housing Action Plan and final Individual Housing Needs Assessment on the Konveio web platform. This allows the public to comment on interactive documents.

PLAN ELEMENTS

The goals and objectives described in the previous section are implemented through the development of this plan as well as the regional and individual HNAs.

Housing Needs Assessment (HNA) – High Level Findings

Snoqualmie is a highly desirable place to live, offering unique character and beautiful natural surroundings. As the city and surrounding region have grown, the demand for a limited supply of housing has also grown. The following are high-level findings.

- Rents and home values in Snoqualmie are rising faster than incomes. This makes affordability a challenge, especially difficult for households earning below the median annual income.
- Snoqualmie has a median age of 36.3 (up from 32.5 in 2010) and an average household size of 3.04 people per household.
- As of 2019, 2,900 people employed in the city lived outside the city and 5,067 people lived in the city and worked elsewhere. Only 322 people both worked and lived in the city.
- Snoqualmie has grown 60 percent since 2010. Roughly 421 units have entered the permitting pipeline since 2019.
- In addition to the lack of overall available housing, the portion of Snoqualmie's population that is aged 65 and older. This will create added pressure as well as a need for more accessible housing. Therefore, providing a variety of housing types will ensure there is housing for all.

Housing Strategy Plan (HSP) – High Level Approach

The HSP pairs the HNA findings with community goals to bring forward an identifiable set of actions and strategies the City can consider. The HSP is organized in the following sections:

- Review of Snoqualmie's existing housing policies
- Development of strategies to address the housing goals
- Actions to implement each of the housing strategies

The strategies in this Plan are:

- *Provide a wider variety of housing types*
- *Provide incentives for new housing*
- *Bring down the cost of development*
- *Prevent and mitigate displacement*
- *Improve the regulatory environment for permits*

Each of the actions identified and developed to implement these strategies includes the following:

- *Specific description of the actions or options being studied and recommended*
- *Highlight the strategy this action addresses*
- *The pros/cons of the action*
- *Outline areas of code or policy that could be modified.*

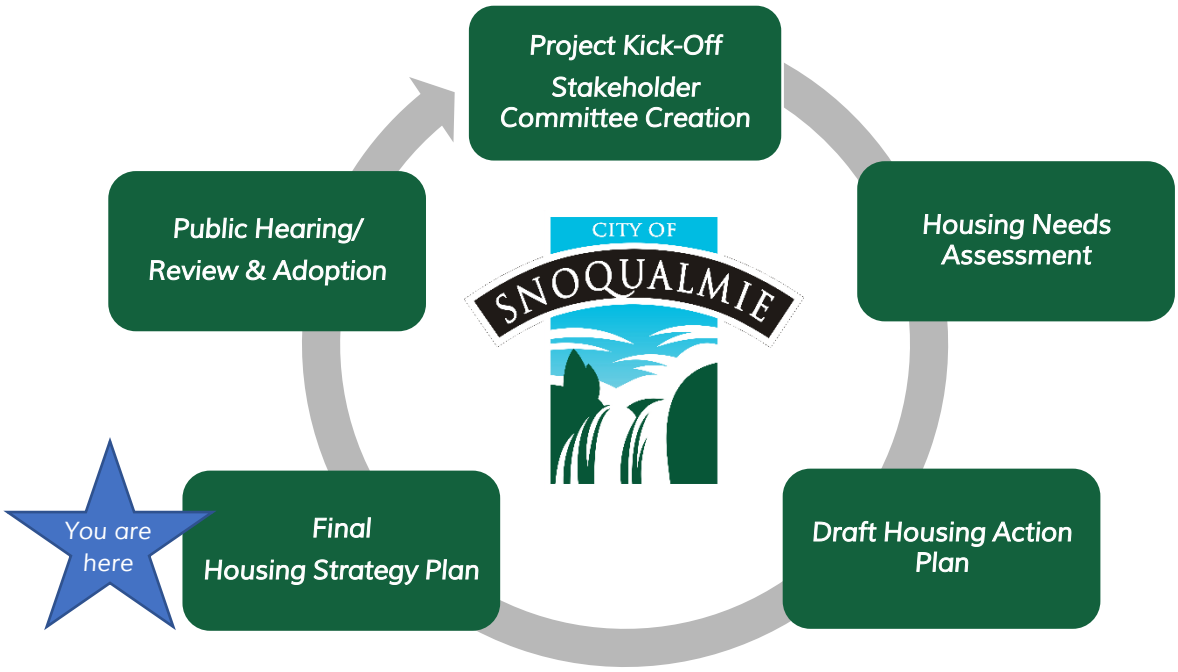


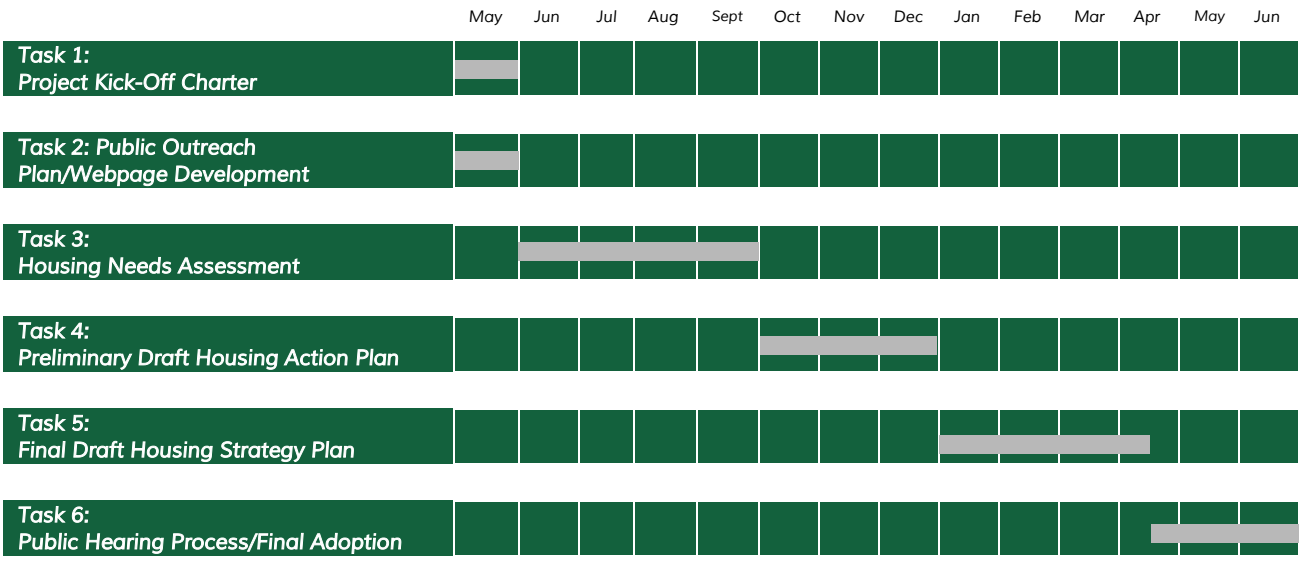
Photo credit: LDC, Inc.

PROJECT TIMELINE

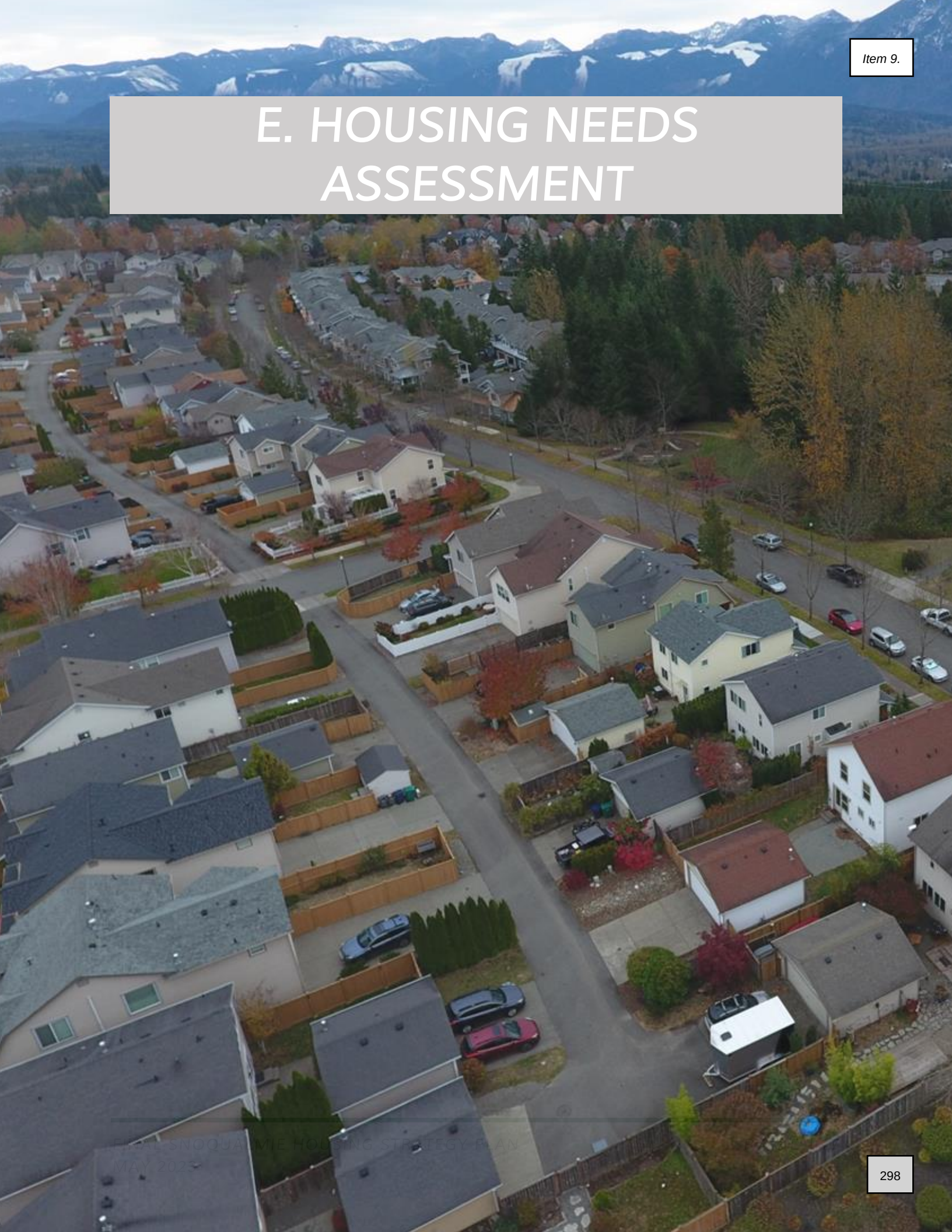
The Commerce deadline for adoption of a HAP is June 30, 2023. The following process and schedule were followed to ensure state requirements and project goals were met for the HSP.

Figure 2. Timeline and Process Graphic





E. HOUSING NEEDS ASSESSMENT



HOUSING NEEDS ASSESSMENT

This section contains a summary of the HNA's findings. The full Regional HNA and individual HNA can be found in Appendix 1 and Appendix 2, respectively.

Introduction

The need for housing in Snoqualmie is challenging, and these needs will broaden as the community changes over the next few decades. A key initial step to address housing challenges is to analyze the best available data that help accurately define the range of unmet housing needs and the depth of affordability needs. This analysis should answer questions about the availability of different housing, who lives and works in the community, and what range of housing is needed to address housing needs and demands into the future. Housing analysis is an important exercise because housing needs tend to evolve based on changes in the broader economy, local demographics, and regulatory environment.

Snoqualmie has grown over the past couple decades as Snoqualmie Ridge has been built. While Snoqualmie Ridge has little capacity remaining, growth pressure and home prices in Snoqualmie remain high.

Analyzing housing is complex since it represents a bundle of services that people are willing or able to pay for, including shelter and proximity to daily household needs (job, grocery shopping, healthcare), access to public services (quality of schools, parks, etc.), and lifestyle amenities (type and quality of home fixtures and appliances, landscaping, views). It is difficult for households to maximize all these services and minimize costs. As a result, many families make tradeoffs and sacrifices between needed services and what they can afford.

Housing markets tend to function at a regional scale, which makes it a challenge for jurisdictions to adequately address issues individually. This also presents a prime opportunity for cities like Snoqualmie to broadly meet their housing needs. The following section helps frame the broader context associated with key housing trends.



Photo credit: LDC. Inc.

Broader Demographic Trends

Several demographic changes have emerged since the mid-20th century that have influenced housing demand. These trends help explain forces shifting the housing landscape that are beyond the local purview.

- *Nationally, family households with children and*

parents/guardians shrank from 40 percent in 1970 to 20 percent in 2018, while the share of single-person households increased from 15 to 28 percent over that time.[2] *Persons living alone have become the most prevalent household type, which could result in smaller household sizes and increased housing unit demand.*

- *Around one-third of Americans between 18 and 34 are now living in their parents' homes, possibly delaying their household formation.*
- *The population is aging, and the number of U.S. seniors will continue to grow over the next twenty years as the Baby Boomer generation exits the workforce. National estimates suggest that around 22 percent of Americans will be over 65 years of age by 2050. Seniors are projected to outnumber children for the first time ever by 2035. This is significant considering that currently, the over 65 age group is about 13 percent of the population in Snoqualmie. The aging Baby Boomer generation (born 1946 to 1964) could result in greater demand for smaller housing for those wishing to "downsize" and greater demand for assisted living housing situations*[3].
- *Nationwide, the Hispanic/Latino population is predicted to be the fastest growing racial/ethnic group over the next few decades. The growing diversity of American households will have a large impact on domestic housing markets. Over the coming decade, minorities will make up a larger share of young households and constitute an important source of demand for rental housing and small homes.*
- *Another factor affecting housing is the COVID-19 pandemic. Since its emergence, the pandemic has slowed the production of housing in many regions, first due to supply chain snarls, then due to inflation. However, work-from-home and other pressures have increased demand in cities like Snoqualmie. These types of trends should be monitored as communities adjust.*
- *Another factor crucial for estimating housing needs is population growth. The growth around Puget Sound has been intense, with the region welcoming one million new people (total of 4.3 million) since 2000 and a forecast showing a similar population surge through 2040.*[4] *Snoqualmie has, in fact, grown even faster than King County or the state as a whole, growing by 3.99 percent between 2010 and 2022.*

[2] Sources: AARP (2018) Making Room for a Changing America, U.S. Census Bureau Annual Social and Economic Supplements 1950 and 1970, 2015 U.S. Census ACS, PSRC Draft 2050 Forecast of People and Jobs.

[3] AARP (2019) "2018 Home and Community Preferences: A National Survey of Adults Ages 18-Plus

[4] Puget Sound Regional Council (PSRC). 2017. Land Use Vision Dataset. Retrieved from: https://www.psrc.org/projections-cities-and-other-places.

Snoqualmie Housing Needs Assessment Results Summary

Snoqualmie Housing Gap and Housing Production Target

Using the 2015-2019 HUD-CHAS data on cost burden, Snoqualmie was during that period home to 214 households who rent their housing unit who are cost burdened (paying more than 30 percent of their incomes in rent). There are also 324 households making 80 percent or below of the AMI who own their unit who are cost burdened. There are **188** *units of subsidized affordable housing at the Panorama Apartments project aimed at low-income households that did not exist during the survey period. Therefore, the current gap between what is affordable and available for households making under 80 percent of the median income and the current demand is* **350 units.** *If a more restrictive threshold of paying more than 50 percent of income toward housing is used, there are 14 renting households and 39 owning households who are paying at least 50 percent of their incomes toward rent, for a total gap (after deducting subsidized units) of* **164 units.** *These cost burden figures are illustrated in Figure 38 of the individual HNA.*

Snoqualmie is majority white, but the primary language spoken is English.

Of the Snoqualmie residents of one race, 81% are White, 13% are Asian, 0.5% are Black or African American, and 0.1% are American Indian and Alaska Native alone. When compared against King County, Snoqualmie has a similar but lower level of population diversity.

According to the U.S. Census Bureau, the dominant language spoken at home by Snoqualmie's residents who are 5 years of age and above is English (84.7 percent). The second most spoken language is other Indo-European languages (7.9 percent). Smaller percentages of households speak Asian and other Pacific Island languages and Spanish.

Snoqualmie has many young families living in the city.

Since housing needs change over a person's lifetime, it is important to track shifts among age cohorts to anticipate expected demand.

Snoqualmie's age makeup is concentrated first in adults ages 35 to 44, and then in children ages 5 to 14. This age distribution could indicate Snoqualmie has a large number of families at their peak reproduction years with school-aged children.

The age breakdown dominance by early middle-aged adults with young children means that if today's residents age in the community, by 2040, around a quarter of Snoqualmie's current residents would be 65 or older.

As noted earlier, the dominant housing available in Snoqualmie is larger single-family structures. This in large part reflects the dominance of people aged 35 to 49 and the children of that age group. A comparatively small fraction of the city's current population is at or near retirement age. However, the Housing Strategy Plan should include strategies to

address the increased housing needs for other cohorts as demographic change occurs.

Homeownership rates tend to increase as age increases, and older people are more likely to live in single-person households that tend to be smaller in size. The aging of the Baby Boomer generation (born 1946 to 1964) could also generate greater demand for housing offering living assistance, multigenerational accommodations, and opportunities for residents to age-in-place or age elsewhere in their community. Overall, these trends indicate high demand for "missing middle" housing (e.g., ADUs, townhomes, triplexes, duplexes, quad homes, and cottages), which allows more seniors and couples to downsize and remain in their community. [5]

Increased demand, housing scarcity, rising costs and lagging household incomes particularly for households who own their home.

According to the OFM, between 2010 and 2022, Snoqualmie constructed 1,110 new housing units. During this time the city's population grew by 3,820. Since 2010, 334 new structures with 2+ units have been built, versus only 792 one-unit structures.

Both median rents and house values have increased dramaically between 2010 and 2020. The median rent in Snoqualmie increased from $1,552 in 2010 to $2,224 in 2020, while house values increased from $477,000 (2010) to $640,700 (2020). According to Zillow, the median home value has risen at an even raster rate between the years 2020 and 2022. The median home value in August of 2020 was at $697,735 and has risen to $1,011,912. This is an increase of more than 45 percent in two years. These numbers are in line with the extremely rapid run-up in house prices and values region-wide. The market has softened in recent months due to rapidly rising interest rates, but significant erosion in value is unlikely.

Alongside housing cost increases, the median household income in Snoqualmie was $116,020 in 2010 and $159,450 in 2020, for a growth of 37 percent over that time and an average annual growth rate of 3.2 percent. Median income for households who own their unit grew from $123,795 in 2011 to $167,768 in 2021, an increase of 35 percent. Median income for households who rent their housing unit rose from $66,744 in 2010 to $95,896 in 2021, an increase of 44 percent.

This means that the incomes for both renters and owners have largely kept up with the rising cost of homes to buy and rent. Home prices have risen by 34 percent and the incomes of homeowners have risen by 35 percent. Rental rates have risen by 43 percent and the incomes of renters have increased by 44 percent.

Where feasible, additional home ownership opportunities should be provided for households earning less than 80 percent of the area median

[5] "Missing middle" housing referred generally herein as middle housing primarily includes single-family attached housing with two or more units (duplexes, triplexes, quad homes, townhomes, courtyard cottages, accessory dwelling units, etc.) or other housing bridging a gap between single family and more intensive multifamily housing.

income. Given the high incomes in King County, less than 80 percent of the AMI is less than roughly $95,300 per year for a family of four. Housing serving this income bracket tends to be rental housing, with some smaller-sized middle density housing (i.e. duplex, triplexes, condos). Demand for middle housing and rentals, especially 1- to 2-person households, is increasing mostly due to aging baby boomers. However, as noted previously, capacity is limited under current zoning and city boundaries. As a result, strategies should be developed to support middle housing production, including within the unincorporated urban growth area. The Snoqualmie renter population tends to include households at the moderate to lower income levels, and the rising cost of housing has disproportionate impacts for units priced at these levels. Consequently, additional production of apartments, multiplexes and middle housing, and subsidized housing should be further supported.

Snoqualmie residents commute outside the city for work, and people who work in Snoqualmie do not live there.

Understanding Snoqualmie's workforce profile and commuting trends will help plan for workers' housing needs. Factors such as job sector growth and the city's commuting patterns may have implications for how many people are able to both live and work within the city. If such factors indicate many people are commuting into the city for work, it could be possible that the city does not have enough housing to accommodate its workforce or enough housing that matches their needs and affordability levels.

As of 2019, (the most recent year for which these data are available), Snoqualmie is home to 5,053 jobs and 6,473 employed people. Approximately 91 percent of employed people (5,883 out of 6,473) who live in Snoqualmie are employed outside of the city limits, and they commute largely to communities like Redmond, Seattle, Issaquah, and Bellevue. The Census also estimates that of Snoqualmie's 5,053 jobs, approximately 88 percent (4,463 jobs) are filled by workers who live outside of the city limits.

Of Snoqualmie's employed residents in the civilian labor force, 6,186 are private wage and salary workers, 973 work for some level of government, and 219 are self-employed or unpaid family workers.

Snoqualmie continues to be a high-income community. When considering the after-effects of the COVID-19 pandemic as well as planned future employment growth in Snoqualmie, the City will need to focus both on providing more space for opportunities for entry-level homeownership as well as ensuring that workforce housing forms a significant part of future housing construction.

Snoqualmie's housing stock is relatively new and mostly single-family.

The vast majority of Snoqualmie's housing stock (79.3 percent) are single family homes. Most of Snoqualmie's housing units have 3 or

more bedrooms and most of the housing stock was built between 2000 and 2009.

Growth pressure is high in Snoqualmie, but with the housing stock being young overall, redevelopment pressure is not high. However, with much of its housing stock in relatively good condition, conversion of existing single-family homes to middle housing could be considered. Other options include amending the development agreements for Snoqualmie Ridge to add more opportunity for infill.

The low supplies of single-family attached housing such as townhomes, triplexes, duplexes, and cottage courtyard apartments and multifamily housing should be addressed to provide broader housing options. In addition, demand is expected to increase for single-family attached housing mostly due to aging baby boomers and young households forming.

Racial and ethnic disparities merit a targeted approach to relieving cost burden.

Among households who own their housing units, 26 percent of white, non-Hispanic households (head of household) who own their homes face some level of cost burden. 47 percent of white households who rent their units face cost burden. While most racial groups report low numbers due to sampling error and data disaggregation performed by HUD and the census bureau for privacy reasons, 63 percent of renter Hispanic households and 47 percent of white non-Hispanic households who rent their housing unit face some level of cost burden.

Despite the limitations of these data due to margins of error and sample size, it is clear that cost burden is not just a problem facing renters.

Snoqualmie faces a significant gap in housing unit capacity within current city limits.

The City's growth target, as adopted in the King County Countywide Planning Policies, is 1,500 housing units between 2021 and 2044. Given 421 units of pipeline projects since then, the current gap is 1,079 units. According to the Buildable Lands Report (Urban Growth Capacity) produced by King County, the City has roughly 167 units of existing capacity within current city limits.



Photo credit: LDC. Inc.

F. HOUSING STRATEGY PLAN



Overview

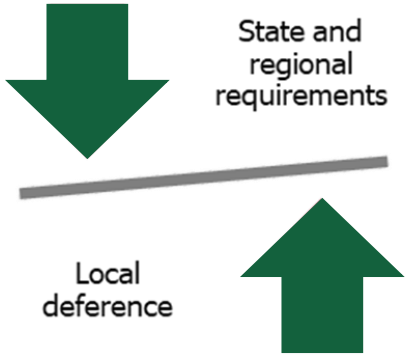
Our region has and will continue to face great challenges as we grow. This includes the ability to provide affordable housing. Housing element requirements under the Growth Management Act (GMA) outline requirements to "…ensure the vitality and character of established residential neighborhoods…". This includes provisions for protections of housing "… for existing and projected needs of all economic segments of the community" (RCW 36.70A.070(2)). At the same time, cities are growing, and redevelopment pressures will continue to occur. As redevelopment occurs, the key is focusing on policies and regulations that minimize displacement and preserve affordable housing options. These are difficult planning challenges, and it takes a proactive approach to meet these challenges head on.

In addition, Snoqualmie faces some unique challenges and opportunities due to its housing types and development patterns, somewhat isolated physical location, and geographical constraints (Snoqualmie River floodplain and a mostly built-out footprint). This HSP presents analysis, strategies, and a range of actions to consider.

Connection to Comprehensive Plan Process

Snoqualmie will update its Comprehensive Plans no later than December 31, 2024. As part of that process, the City will be planning for growth out to 2044. The amount of growth the City decides to plan for is linked to the types of actions necessary to meet housing goals. The more growth expected, the more creative the City must be in order to accommodate that growth. The elements and objectives of the HSP will help support the implementation of growth and housing strategies as the City moves forward.

Planning is a balance between state and regional requirements, and substantial local deference is afforded to Snoqualmie so it can plan in a way that is best for its community.



While broad housing requirements are outlined within the Growth Management Act (RCW 36.70A.070(2)), policies are also developed at the regional and countywide levels. The Puget Sound Regional Council (PSRC) is a regional body that develops policies around transportation, economic development, and growth (including

housing). VISION 2050's multicounty planning policies and regional growth strategy guide planning at the countywide level and comprehensive plans done by cities and counties.

The Growth Management Planning Council (GMPC) facilitates the development of King County's Countywide Planning Policies (CPPs), which help ensure King County and the cities within the county coordinate on growth issues. The policies contained in the CPPs are further refined at the local level as the City completes its Comprehensive Plan update. The HSP provides an opportunity to proactively look at housing issues and identify possible solutions that can be implemented as this planning takes place.

Definitions of Income Ranges Used to Define Affordability

Several of the recommended actions and strategies in this HSP address housing affordability. The following definitions of income ranges are based on King County's Area Median Income, or AMI (updated annually, used interchangeably here with HUD's definition of Median Family Income). The actual makeup of household incomes in Snoqualmie specifically may differ from that of King County more broadly, but AMI is the baseline for measuring affordability using the best available data. The income ranges and their definitions are as follows:

- *Extremely Low Income – 30% AMI and below*
- *Very Low Income – 30-50% AMI*
- *Low Income – 50-80% AMI*

King County's median family income for fiscal year 2022 is $134,600 for a family of four. The income ranges for this Plan for the City of Snoqualmie translates as follows depending on family size.

- *Extremely Low Income - $27,200 - $51,250 per year and below*
- *Very Low Income - $45,300 - $85,450 per year*
- *Low Income - $66,750 - $125,800 per year*

Long-Term Impacts of COVID-19 on Housing

The COVID-19 pandemic and the associated health and economic consequences continue to affect everyone in Western Washington and around the world. While the full story of the effects of COVID-19 on housing is still being written, several trends are emerging or likely to gain importance in the years to come.

First, for many of those whose employment can occur remotely, physical proximity to the workplace is a less important factor when choosing a place to live. Factors including access to parks, great schools, and being closer to family, may increase in importance. This is of particular relevance to Snoqualmie, as its location, natural amenities, and less expensive housing compared to many central Puget Sound communities could make it an increasingly popular relocation option for people from those communities whose work can be done remotely.

Second, the demand for new housing is continuing to outstrip supply, leading to continued upward pressure on prices. Labor and material shortages continue to make building housing expensive, and the locational decisions discussed above are leading to many more households with continued employment looking to change their housing situation.

Third, aftereffects from the periods of unemployment during the pandemic and the continuing period of high inflation and interest rates may lead to increasing evictions, with serious consequences for those households unable to afford their housing coupled with a spike in vacancies and continued financial stress for landlords and housing providers.

Housing Policy Analysis and Current Policy Conditions

Snoqualmie's Comprehensive Plan contains many housing policies in its Housing Element. Appendix 3 contains an analysis of the Comprehensive Plan policies that relate to housing.

The City should consider additions and revisions to its policies that support future actions in line with what is provided in this plan. Such policy additions should strengthen and support the actions recommended here, including (but not limited to) strengthening policy support for more diverse housing options, developing code and policies that mitigate the risk of displacement, and placing equity front and center when crafting future housing code and policy.

Housing Types Considered

Photo credits, following section: LDC, Inc.

Single-Family Housing



RCW 36.70A.600 specifically calls for the development of policies and strategies to increase the availability of single-family homes that are affordable to a wider range of households. This could include both detached and attached single-family dwellings. The HSP presents strategies and actions that can increase the availability and affordability of single-family homes.

Missing Middle Housing



The Revised Code of Washington (RCW) defines middle housing as, "buildings that are compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or

clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing." (RCW 36.70A.030 as revised in 2023) The HSP includes actions that address various facets of this form of housing.

Accessory Dwelling Units



Accessory Dwelling Units, or ADUs, are small housing units attached to or separate from and accessory to a single-family home. These smaller dwellings, sometimes envisioned as homes for older parents or other relatives, hold promise as a way of providing basic, affordable accommodations for households that do not need much space while potentially providing a source of rental income for homeowners. Jurisdictions region-wide have recently pursued changes to their land use regulations to allow or further encourage ADUs as a way of addressing the housing affordability issue. Various actions are detailed in the following plan that could help incentivize construction of ADUs. Recent state law changes have changed how cities can regulate ADUs, and the HSP reflects this.

Multifamily Housing



Larger multifamily developments (five-plus units in a structure) make up roughly 20 percent of housing units in Snoqualmie. Some of these developments are a key part of Snoqualmie's inventory of naturally occurring affordable housing. Additionally, because of their construction techniques and economies of scale, new developments with affordable units tend to be this type of housing. Several of the actions in the plan involving incentivizing new rental housing and mitigating displacement address multifamily housing in some dimension.

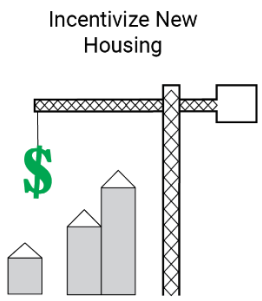
Senior Housing

Assisted living facilities, retirement communities, adult family homes, and other forms of senior housing will be increasingly needed as the population within the region ages. ADUs and missing middle housing can also play an important role in providing housing options for seniors that are affordable. Providing these housing options within the city allows current residents the ability to age in place.

Strategies

All actions proposed in this HSP can be categorized by their implementation of one of the strategies as outlined below. Each strategy is assigned its own icon and incorporated into the following action writeups according to which strategy or strategies each action addresses.

Incentivize New Rental Housing



The City has expressed interest in policy options to increase incentives available for creating new affordable and market rate rental housing. The HNA demonstrates that additional rental housing, particularly for low- to moderate-income households, is needed to reduce the cost burden of their housing expenses.

Incentives for rental housing can include the Multi-Family Tax Exemption (MFTE), waiving or reducing impact fees, and density bonuses to incentivize affordable housing options.

Bring Down the Cost of Development



The cost of developing new housing, regardless of type, includes labor and materials, the costs of permitting (including impact and mitigation fees), and the time and cost of permit processes. Several actions included in the HSP address the elements of this calculation most within the City's control, namely permit efficiency, fees, and time and process required to approve development.

Provide Wide Variety of Housing Types



The City can make progress on this strategy through several actions, including changes to zoning code to make various types of housing more widely allowed and demonstration programs for fee reductions. This includes senior housing, ADUs, and Missing Middle housing.

Prevent and Mitigate Displacement



This addresses both rent-restricted and non-rent-restricted rental housing. This can be done through rehabilitation of existing units or a waiver of certain fees that would allow a new development to offer new units whose rents approximately match housing that was displaced. Actions include public-private partnerships with neighborhood associations and landlords to bring down the cost of upkeep.

Improve The Regulatory Environment for Permits



The regulatory environment for new development and redevelopment varies by jurisdiction. The regulatory environment heavily influences what gets built, and where it gets built. Additionally, having a good regulatory environment impacts how long it takes to issue permits and how much it costs. Creating a smooth regulatory process for obtaining approvals on development proposals will incentivize development in the city.

Photo credit: LDC, Inc.



Housing Strategies and Actions Outline

The following strategies represent collections of actions that address a particular housing issue in a targeted way. The specific actions that fall under each strategy are listed below the strategies. Many actions appear under more than one strategy because they address multiple issues.

Strategy 1, Incentivize New Housing

- *Expand options for senior housing especially assisted living*
- *Expand temporary emergy and permanent supportive housing options*
- *Prioritze potential annexations and UGA swaps that could add residential capacity*
- *Recruit and partner with affordable housing specialists*
- *Multi-Family Tax Exemption – city wide use*
- *Encourage room rentals in existing homes*

Strategy 2, Bring down the cost of development

- *SEPA exemption options*
- *Options to improve ADUs*
- *Recruit and partner with affordable housing specialists*

Strategy 3, Encourage a wide variety of housing types

- *Implement R-3 zone*
- *Implement Planned Residential district*
- *Options to improve ADUs*
- *Clarify townhome definitions and standards*
- *Encourage room rentals in existing homes*

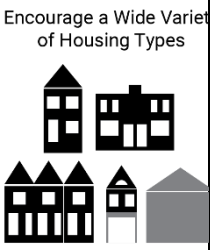
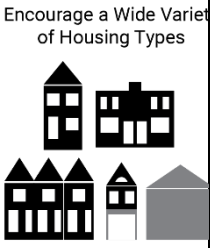
Strategy 4, Prevent and Mitigate Displacement

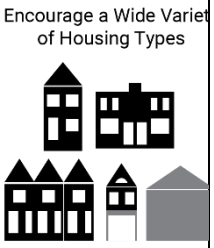
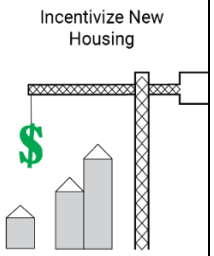
- *Multi-Family Tax Exemption – city wide use*
- *Tenant protections*

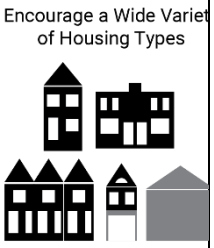
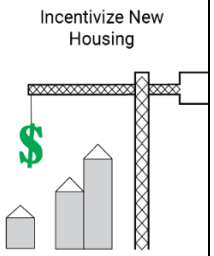
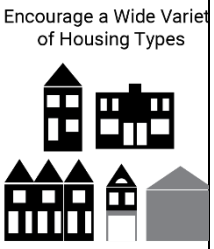
Strategy 5, Improve the regulatory environment for permits

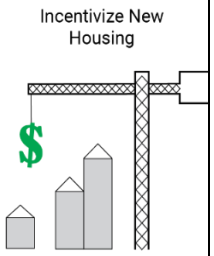
- *SEPA exemption options*

Action Schedule and Summary Table

Action	Primary Strategy	Target Group	Area of Applicability	Scale of Potential Impact	Timeline	When Snoqualmie Could See Results
Clarify townhome definitions and standards		Moderate to High Income Households	MU R-2 R-3, potentially Planned Residential	Small	Prior to comprehensive plan update deadline	Within 5 years
Expand options for senior housing, especially assisted living		Very Low to High Income Households	Business, office park, planned commercial/industrial, R-3, PRD	Small to moderate	Prior to comprehensive plan update deadline	Within 2 years
Expand temporary emergency and permanent supportive housing options		Very Low to Low Income Households	All residential zones, FBMU, MU	Small to moderate	Concurrent with Comprehensive Plan update	Within 20 years

Action	Primary Strategy	Target Group	Area of Applicability	Scale of Potential Impact	Timeline	When Snoqualmie Could See Results
Implement R-3 zone		Very Low to Moderate Income Households	Potentially large area of city depending on implementation	Moderate to large	After Comprehensive Plan update	Within 20 years
Increase flexibility for ADUs		Moderate Income Households	All residential zones, especially Snoqualmie Ridge and the R-1 zones	Small to moderate	Within 6 months of comprehensive plan update deadline (June 30, 2025)	Within 3 years
Balance short-term rentals and other housing needs		Moderate Income Households	City-wide	Small to moderate	After Comprehensive Plan update	Within 5 years

Action	Primary Strategy	Target Group	Area of Applicability	Scale of Potential Impact	Timeline	When Snoqualmie Could See Results
Encourage room rentals in existing homes		Low to Moderate Income Households	Single-family zones	Moderate	After Comprehensive Plan update	Within 5 years
MFTE – City wide use		Very Low to Moderate Household Incomes	City-wide	Moderate to large	Concurrent with Comprehensive Plan update	Within 3 years
Implement Planned Residential District		Low to Moderate Household Incomes	Potentially to various areas of city	Moderate to large	Concurrent with Comprehensive Plan update	Within 20 years

Action	Primary Strategy	Target Group	Area of Applicability	Scale of Potential Impact	Timeline	When Snoqualmie Could See Results
Prioritize potential annexations and UGA swaps that could add residential capacity		Very Low to High Household Incomes	City-wide	Large	Concurrent with Comprehensive Plan update	Within 20 years
Recruit and partner with affordable housing specialists		Very Low to Low Household Incomes	City-wide	Small to moderate	After Comprehensive Plan update	Within 5 years
SEPA exemption options		Very Low to High Household Incomes	City-wide	Small to moderate	After Comprehensive Plan update	Within 5 years

Action	Primary Strategy	Target Group	Area of Applicability	Scale of Potential Impact	Timeline	When Snoqualmie Could See Results
Tenant protections		Low to extremely low income households	City-wide	Moderate	Any time	Within 3 years

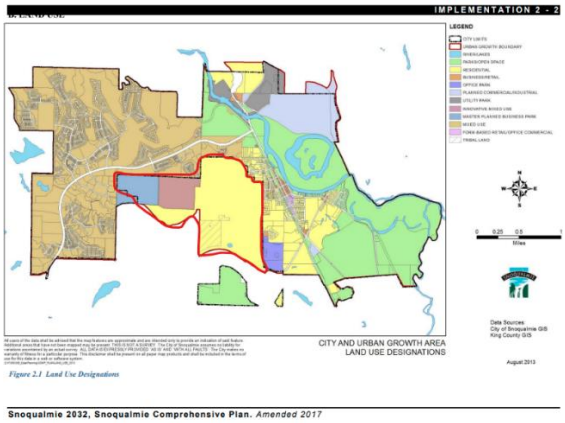
HOUSING ACTIONS

Prioritize potential annexations that could add residential capacity and housing options

The City of Snoqualmie does not currently have enough housing unit capacity to meet its projected housing need. According to the Housing Needs Assessment, the city has capacity for 167 housing units with a remaining growth target of 1,079 households, meaning it is short 912 units worth of land capacity for housing. While other actions in this HSP could work to close this gap, the greatest opportunity for new residential capacity that could help Snoqualmie successfully plan for its housing target lies within the unincorporated Urban Growth Area (UGA).

There are two primary areas outside city limits that could make compelling annexation areas and meaningfully contribute to the city's housing capacity and diversity: the current unincorporated urban growth area (UGA), located between the historic older portion of town and Snoqualmie Ridge, and the area around the I-90 diverging diamond interchange, in the southwest corner of the city.

Current unincorporated Urban Growth Area (outlined in red below left)





Diverging diamond interchange (above right)

The land within the Potential Annexation Area between Snoqualmie Ridge and the older portion of the city contains 98.31 acres of buildable land after accounting for critical areas, buffers, and existing residential uses or lands owned by the Snoqualmie Tribe.

A substantial part of that acreage can be found in the west of the PAA near a portion of Snoqualmie Ridge developed as a business park under the mixed-use zone. This might be a good location for a mix of mixed use, R-3, and R-2 zoning from west to east. R-3 appears in the zoning code but not on the zoning map. Given that it is described as being a good transition between nonresidential uses and other residential areas, R-3 could be a good fit near current residential areas in the city. Another potential option, particularly for the largest parcels just east of the current city boundary, would be the Planned

Residential zone (see PR zone action sheet). The Middle Housing analysis should examine potential capacity using these zones more in depth.

This area is currently designated as "Master Planned Business Park" and "Innovative Mixed Use" on the Comprehensive Plan Land Use Map, so at least a portion of this area would have to be redesignated during the Comprehensive Plan update or in an annual docket request in order to enter into an interlocal agreement with King County.

An alternative, which might be preferable, would be to adopt an ordinance establishing contingent zoning for specific areas in accordance with whatever land use designation is adopted as part of the Comprehensive Plan update. If the City chooses R-3 or Planned Residential for all or some of the land currently designated Master Planned Business Park and Innovative Mixed Use,

The rest of the UGA would be a good fit for a mix of R-1-4, R-1-7.5, and R-2 to enable more middle housing.

The other major area the City is considering potentially adding to the UGA and the city is a nearly 85-acre area on the north side of the diverging diamond interchange between Snoqualmie Parkway and Interstate 90 in the southwest corner of the city. This could be a good location to add workforce housing, permanent supportive housing, or assisted living, in addition to commercial uses closest to the interchange. This would have to be done via a UGA swap. Given that state law changes that would have enabled this did not pass in the 2023 session, it is unclear whether this swap will be possible.

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Yes. Depending on the action taken and the zoning applied to annexation areas, this could help the City encourage affordable housing if density incentives are provided (planned residential zone, for example). If MFTE is expanded to include the potential annexation areas or any area zoned the intended zones, for example, this could definitely assist the City in meeting its housing targets by income bands.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Yes. Given the city's documented lack of enough capacity for 20 years of housing targets, annexation areas will be crucial to meeting housing targets.*
Cities that have taken the same or similar actions	*Not many communities in the Puget Sound region are as dependent as Snoqualmie is on using potential annexation areas in its UGA to meet its housing targets.*
Advantages	• *Annexation areas are one of the only areas of untapped and developable land remaining in the urban growth area.* • *The legislature may consider renewing and updating the annexation tax incentives*

	contained in RCW 82.14.415 that expired in 2015, which could provide an additional incentive to annex the areas.
Disadvantages	• *Annexation processes can be time consuming and expensive.* • *Truly developable properties in the unincorporated urban growth area are not grouped or contiguous in such a way as to make denser development straightforward, especially in the eastern portion of the UGA.* • *Straight residential annexations do not bring in sales tax revenue, which could make it difficult to make some of these annexations pencil.* • *Annexations and/or UGA swaps can take years, if not decades, to realize, so capacity would be unlikely to be realized within a short timeframe.*
Strategies implemented	

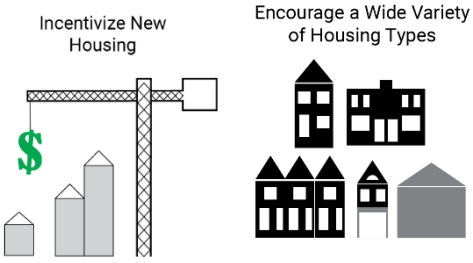
Implement R-3 zoning

A review of Snoqualmie's zoning code has revealed that its densest residential zone, R-3, is not implemented in code or assigned to any areas on the zoning map.

This represents an opportunity to improve the consistency of the City's comprehensive plan and development regulations, while also adding a diverse range of housing types.

Below are several options or considerations for the City to consider when implementing the R-3 zone.

- *Implement R-3 zone (see writeup on annexations). R-3 allows a wide range of housing types that are under-represented in Snoqualmie, but it does not appear to be implemented anywhere on the zoning map and does not appear in the use table in SMC 17.55.020.*
- *This would also include deciding whether to implement separate design standards for R-3, apply the R-2 design standards contained in SMC 17.55.055, or not require design standard compliance in the R-3 zone.*
- *Since the R-3 zone would be one of Snoqualmie's main tools to create more middle housing on a large scale, the City should consider changes to definitions and use regulations to more closely align the zone with the intent of the Housing Element of the comprehensive plan and the Middle Housing grant program. For example, RCW 36.70A.070(2)(b) specifically mentions duplexes, triplexes, and townhomes, while the Commerce Middle Housing grant requires recipients to look at ways to encourage more of certain forms of housing, including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats". If the City wishes to use this zone to encourage particular forms of middle housing, it should add definitions for some or all of these housing forms in Title 17.*
- *One action in this Housing Strategy Plan discusses expanding where the Multi-Family Tax Exemption, or MFTE, program can be used. R-3, regardless of where it is implemented, would be a good candidate for being able to utilize the MFTE program to enable more affordable housing units to be built.*
- *Consider making permanent supportive housing a conditional or even permitted use in the R-3 zone. See the action sheet on transitional and permanent supportive housing for more.*

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Yes. The housing types encouraged in the R-3 zone could go a long way toward meeting housing element requirements.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Yes. The R-3 zone encourages and allows many denser housing options that can help the City meet its housing targets.*
Cities that have taken the same or similar actions	*Many cities around the region have the equivalent of an R-3 zone. This is not a new idea, but rather correcting a discrepancy between different sections of code.*
Advantages	• *Implementing R-3 would lead to better consistency between the comprehensive plan and the development regulations.* • *R-3 is intended to serve as a transition between higher intensity nonresidential uses and other residential districts. This could make it useful for potential annexation areas, which border on higher-intensity mixed or nonresidential uses.*
Disadvantages	• *Bigger-impact code changes increase in complexity, and some of the other actions in the plan (like townhouses) might not be as effective if R-3 is not implemented, for example.* • *Implementing the R-3 zone in a portion of the potential annexation area may not help the City meet its 2044 growth targets.*
Strategies implemented	

Implement Planned Residential zoning

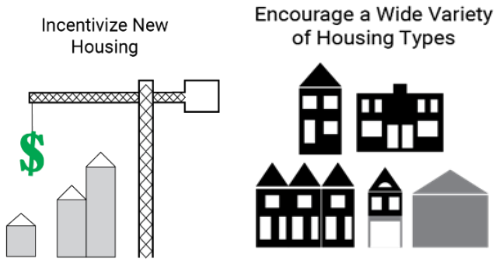
The PR, or Planned Residential, zone appears to only be implemented in the very far north end of the city and is not currently developed. This is an area that has been discussed for swapping with the diverging diamond at I-90 and being removed from the Urban Growth Area (UGA) in the future if that option becomes available.

Whether at this location or potentially in the Potential Annexation Area, Planned Residential as defined in the code would be a good way to provide more housing options. It provides for a wide variety of housing types (in fact, it requires a variety) and includes some limited non-residential uses that

The following are some considerations as the City prepares to implement or improve this district to maximize its benefits for housing issues when implemented:

- *The PR zone could potentially be a good fit for portions of the UGA just east of the industrial park off Douglas and Center, Roads as the large parcels would not risk running afoul of the acreage provisions (see below).*
- *The PR zone has acreage provisions whereby a mix of housing types is required for projects larger than 2 acres. Parcels less than two acres are limited to the uses allowed in the R-1-4 district.*
- *Consider making residential units above commercial space a permitted use in the Planned Residential zone. Neighborhood commercial developments are allowed already, this type of development should be encouraged as it would also accomplish the housing diversity goals of the PR zone. This would require updating the use table in SMC 17.55.020.*

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Not directly.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2026 Comprehensive Plan?	*Yes. The planned residential district, if implemented over a broad area, could allow for a diverse range of housing types that meaningfully helps the City make progress toward its housing target.*
Cities that have taken the same or similar actions	*Many other communities have a planned residential zone, or something similar, including the following:* • *Pierce County* • *Blaine* • *Marysville (Whiskey Ridge subarea)*

Advantages	• *The PR zone is underutilized in the city and seems a good fit for the variety of housing types the City needs to meet housing goals.*
Disadvantages	• *The development standards of the PR zone might be an impediment to doing affordable development (there is no built-in affordability mechanism either).* • *Given the time it takes to undertake an annexation, implementing the PR zone in potential annexation areas will not help the City meet growth targets for the upcoming comprehensive plan update.*
Strategies implemented	

Multi-Family Tax Exemption – citywide use

The City of Snoqualmie is currently considering a multi-family tax exemption for the Weyerhauser Mill site. Those provisions would require each mixed-use building in Planning Area 1 to set aside 10 percent of the total number of units as affordable to those making 80 percent AMI and 12 percent of the total number of units as affordable to those making 60 percent AMI.

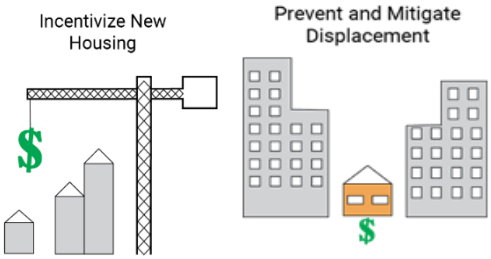
An additional provision requires a 50-year affordability covenant, and the number of affordable units of each unit type (# of bedrooms) must be proportional to the number of market rate units of each type.

The City should consider broadening the applicability of the MFTE program and allow its use in the mixed-use zones and, potentially, the R-3 and Planned Residential zones if the City chooses to implement those latter zones.

Things to consider include:

- **Reduce the terms of providing affordable units in some circumstances.** *In their current form, the MFTE rules for the Mill site require that the affordable units being built stay as affordable units for 50 years from the date of initial owner occupancy. Reducing the term of affordability could increase use of the program, but it would also pull units out for the affordability range faster. Most cities in King County require the units to stay as affordable units in perpetuity, although the percentage of units devoted to affordable units is often smaller.*
- **Reduce or incentivize the eligibility requirements.** *There could be ways to tweak eligibility requirements without compromising the standards for development the City would like to see. This could include fast-tracking projects, ensuring design standards are easy to implement, reducing fees, or other project elements that could incentivize the program and its utilization.*
- **Areas or zones where this could be used.** *The City has discussed using the MFTE program on the city-owned property on Snoqualmie Parkway near Kimball Creek. This would be a good option. Other good options to consider would be allowing development in the R-3 or Planned Residential zones, if they are implemented elsewhere in the city,*

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Yes. While the City already has a strong program on deck for the Mill site, expanding that program city-wide could increase utilization of the program and assist the City in meeting housing affordability goals.*

Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Yes. Expanding the applicability area for the program, like allowing its use in other zones, including all mixed-use zoned land, or potentially PR or R-3 if those are further/better implemented per the actions presented in this plan, would certainly increase capacity for meeting housing targets.*
Cities that have taken the same or similar actions	*Numerous jurisdictions have enacted MFTE programs. Please see ARCH information on King County programs. Here are some other programs:* • *Bellingham* • *Tacoma* • *Spokane*
Advantages	• *Given that MFTE has already been introduced in draft form for the Mill site, the focus on strategic changes in rolling out the program to broader areas in the city can encourage the use of the program to assist the City in meeting housing affordability goals.*
Disadvantages	• *MFTE results in less revenue from property taxes than would otherwise be the case.* • *When meeting affordable housing targets using MFTE, cities may have to plan for significantly more housing than their housing targets to ensure the correct amount of affordable housing gets built, since the exemption works as a percentage of total units in a project.*
Strategies implemented	

Clarify townhome definitions and standards

Townhouses are an important housing option that can serve as a single-family ownership opportunity, as condominiums, or as rental units. Snoqualmie allows townhouses in the Form-Based Mixed-Use District (FBMU) and the R-2 and R-3 zones. However, it is unclear if the R-3 zone has been implemented yet (see R-3 implementation action writeup).

The City allows fee simple townhouse lots, also known as zero lot line or unit lot subdivisions, to be created in the R-2 zone that have lots that are narrower and smaller than the minimum in the zone.

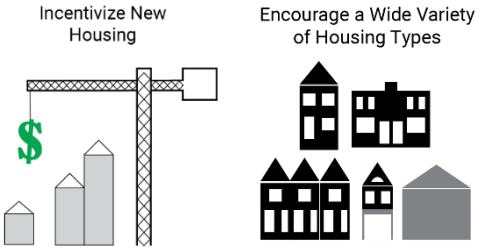
However, it is not clear from the use table in SMC 17.55.020 where zero lot line subdivisions would be allowed. Zero lot line subdivided townhomes are single-family attached dwelling units, but several pieces of code seem to contradict this:

- *The definition for multiple-family (SMC 17.10.020.YY), which says multifamily is any building with two or more dwelling units;*
- *The definition for single-family (SMC 17.10.020.SSS), which defines a single-family home as a detached dwelling unit, other than a mobile home, containing one dwelling unit.*
- *There is no separate definition for townhouses, although they can be considered a single-family or multi-family dwelling depending on the situation.*

The establishment of districts in SMC 17.15.020 calls out townhouses specifically in the R-3 district as an intended housing type. The R-2 district is established as a low-rise multiple-family district intended to be developed with duplexes, triplexes, and quadplexes, but not specifically townhouses. R-3 does not even appear in the use table and is not implemented anywhere on the map, and planned residential (which does specifically call out townhouses as a potential use) is only designated on the zoning map in an area that could be potentially swapped out of the urban growth area. Unless R-3 and planned residential are implemented, townhouses are not actually permitted anywhere in the city that was not constructed under the master plans for Snoqualmie Ridge. Given that land in the R-2 zone in the eastern part of the city has recently become available, the City should consider allowing townhouses in the R-2 zone.

The City should consider adding a definition for townhouses to SMC 17.10.020 as well as a definition for townhouse subdivisions (zero lot line, unit lot, and fee simple townhouse subdivisions are all possibilities).

The City's fee-simple townhouse subdivision dimensional regulations allowing for zero-foot internal side setbacks are good, but the City could also consider establishing provisions in the subdivision code (Title 16) to make fee-simple townhouses more feasible, like eliminating the open space dedication requirement below a certain threshold, requiring shared maintenance covenants for buildings and access, and other technical details specific to townhome subdivisions.

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*No.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Yes. Townhouses can provide an important (and often more affordable) home ownership opportunity at densities that can help the City meet its housing target.*
Cities that have taken the same or similar actions	• *Sumner* • *Snohomish County* • *Redmond*
Advantages	• *Additional definitions could provide code clarity.* • *Revising standards could encourage additional townhome development.*
Disadvantages	• *Updating the code will take staff resources*
Strategies implemented	

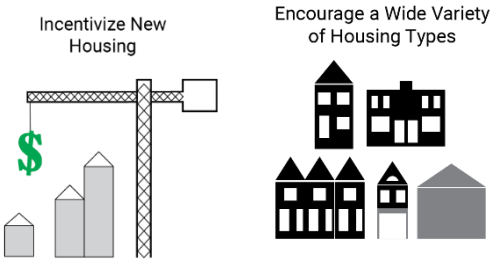
Expand options for senior housing

The City of Snoqualmie, like the other cities in the valley, has few housing options for seniors who are looking to downsize or age in the community. Mt. Si Senior Center in North Bend is the only organization in the valley currently that owns and manages affordable housing. Service providers report an increasing number of newly homeless seniors, for example, unable to keep pace with rising housing costs but wanting to keep close ties with their community in the valley.

Given the demographics of the valley and the demographic realities of Snoqualmie in particular, where, according to the HNA, the percent of the population 65 and over will increase dramatically over the next 20 years, making it all the more important that the City act soon to make more housing options increasingly feasible for older residents.

Options for the City to consider that could increase the supply and diversity of housing for older residents include:

- *Currently, the use regulations in the zoning code only allow assisted living facilities in the business, office park, and planned commercial/industrial zones. As it considers whether to implement the R-3 or planned residential zone in different areas of the city or potential annexation areas, the City could consider allowing assisted living facilities with special performance standards or via a conditional use process in those zones.*
- *Consider developing performance standards and a definition for cottage housing. Cottage housing can make a good option for seniors looking to age in place. Cottage housing is mentioned in SMC 17.15.040 in terms of how density is calculated, but there is no definition and no performance standards for cottage housing (nor does it show up in the use table). The City should undertake an effort to develop a cottage housing code to specify performance standards, where cottage housing is allowed, and how it is defined.*
- *Consider a density bonus in the form of increased height or units per acre in the mixed-use zone or increased FAR in the form-based mixed-use zone, for affordable units.*
- *Improving and expanding upon townhomes and ADUs as recommended elsewhere in this HSP. These can make good options for downsizing and aging in place for older residents who don't yet need higher levels of care.*
- *Focusing outreach efforts on senior service providers and developers with specific expertise in senior housing. Engaging with the Snoqualmie Valley Senior Center on lessons learned at their project in Carnation will help Snoqualmie learn about potential pitfalls and solutions.*

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Yes. Streamlining or otherwise supporting additional affordable units or units that would make a lot of sense for aging households with changing housing needs would help provide the range of housing options and price points to help meet housing element requirements.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Not necessarily. Focusing on senior housing might lead to more units that are affordable or more of a particular type of housing (assisted living, for example), but wouldn't necessarily result in enough new units being built overall to meet the City's housing targets.*
Cities that have taken the same or similar actions	• *Kenmore (currently considering cottage code)* • *Redmond (ADUs)* • *Oak Harbor (studied in Housing Action Plan - density-based incentives for affordable housing)*
Advantages	• *Ways for seniors to age in place is one of the most pressing social and housing issues facing the entire Snoqualmie Valley.* • *Providing additional senior housing options would open up housing for families.*
Disadvantages	• *Focusing on senior housing can potentially distract from other affordable housing targets.* • *Developing new codes would take staff time and resources to develop and implement.*
Strategies implemented	

Expand temporary emergency and permanent supportive housing options

As part of new Housing Element requirements, the City of Snoqualmie will be expected to plan for and accommodate not just an overall housing target, but also certain amounts of specific housing types and housing affordable to specific household income ranges. The Department of Commerce will be providing guidance and figures on specific units communities will be required to provide for in various categories, including "Emergency housing, emergency shelters, and permanent supportive housing;"(RCW 36.70A.070(2)). According to the Countywide Planning Policies, Snoqualmie must plan for 282 units of permanent supportive housing targeted at 0-30 percent of the Area Median Income by 2044.

In addition, the state passed a law in 2021, codified as RCW 35.21.683, that prohibits local governments from prohibiting permanent supportive housing or transitional housing in any zones in which residential dwellings or hotels are allowed. The law also outlines that "Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety."

The City of Snoqualmie will need to update its use matrix for all the residential zones, the MU and FBMU zone, and the office park zone to allow transitional housing and permanent supportive housing. As mentioned in the action sheet for the R-3 and Planned Residential zones, if those will be implemented through contingent zoning or some other measure in the PAA, the City will need to ensure those zones permit and contain appropriate use standards for transitional housing and permanent supportive housing. The City could even consider offering incentives, like reduced parking standards, fee deferrals, or a low-cost ground lease on city-owned land for these uses in order to meet the income band allocation requirements.

The City should also consider adding a definition for permanent supportive housing to SMC 17.10.020. This could include adding it as a subtype of special needs housing.

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Yes. The City will be required to plan specifically for the above-mentioned types of housing, including transitional housing and permanent supportive housing.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Yes. This action could assist with meeting housing targets focused on permanent supportive housing.*

Cities that have taken the same or similar actions	• *All cities are now subject to the new state law requirements.* • *Renton* • *Everett* • *Prosser (considering as part of Housing Action Plan)*
Advantages	• *Required to plan for these housing types.* • *Many examples exist of how to develop specific use standards for these housing types that can be challenging to site.*
Disadvantages	• *Implementing permanent supportive housing can be very challenging beyond just permitting it and developing regulations for it. Having community partners and service providers is extremely important.*
Strategies implemented	

Options to improve ADUs

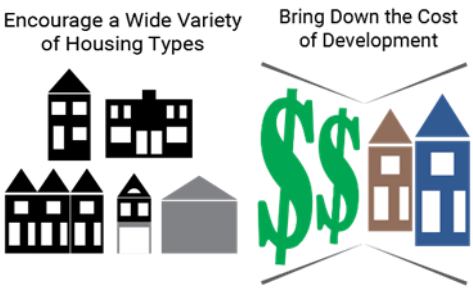
The City of Snoqualmie currently allows ADUs. Recent changes to state law require the City to update several elements of its code relative to ADUs within 6 months of the comprehensive plan update deadline (June 30, 2025). Beyond this, there are several additional ways the City could improve regulation of ADUs and encourage their further adoption:

- *Address the requirements of HB 1337, especially:*
    - *Change the provision in SMC 17.55.070(F) to allow ADUs up to 1,000 square feet. Consider also adopting a provision whereby this size could be exceeded by a certain amount or percentage if the ADU is an attached ADU that occupies a full floor of an existing primary home (like a basement, for example).*
    - *Allow at least 2 ADUs in the configurations noted in the law on all lots that allow for single-family homes (will require modifying SMC 17.55.070(A));*
    - *Eliminate or modify the provision in SMC 17.55.070(D) to ensure that any lot that meets the minimum lot size can build the correct number of ADUs, irrespective of lot coverage;*
    - *Eliminate the provision in SMC 17.55.070(E) that requires owner occupancy; and*
    - *Add a provision allowing a setback of zero feet for an ADU when the lot line abuts an alley.*
    - *The provisions of HB 1337 will enable ADUs to assist the city in meeting its housing unit targets. This requires developing a reasonable assumption for the number of ADUs one might expect given local constraints. The following are factors the City will want to keep in mind as it develops regulations and capacity estimates for ADUs:*
        - *Many of the single-family lots in Snoqualmie Ridge likely do not have space on the lot where a detached ADU would be feasible, but an internal/attached ADU might be possible. Much of the Ridge is also subject to Covenants, Conditions, and Restrictions (CC&Rs)*
        - *Additionally, many of the larger lots in the older part of the city in the floodplain of the Snoqualmie River would be better candidates for detached ADUs dimensionally speaking, but building a base flood elevation compatible ADU might be cost prohibitive for many.*
        - *The requirements of HB 1337 also do not apply to lots designated with critical areas or their buffers, so if the floodplain (not just the floodway) is considered a critical area this would obviously affect the capacity that could be generated by HB 1337 application, although the code changes and incentives discussed below could still help provide some capacity via ADUs.*

  - *If the city makes changes to code or incentives, like setbacks or fee waivers, this could increase their adoption and thus increase the amount of the housing targets they could address.*
  - *A sensible filtering process to getting an estimate of capacity might be to start with all single-family lots in the city, remove lots that intersect critical areas or known buffers and apply different rates of adoption for small lots in Snoqualmie Ridge than older lots in the eastern part of the city. A benchmark may be helpful: The City of Seattle estimates that some 4,400 ADUs would be created over 10 years as a result of their adoption of codes much like what is now required under state law. Projected out to 20 years, this would result in roughly 6.3 percent of Seattle's single-family lots having ADUs within the planning period. Given the dominance of Snoqualmie Ridge and its CC&Rs versus Seattle's old plats without CC&Rs, between 1 and 2 percent of lots in Snoqualmie within the planning period might be a sensible assumption, but this would need to be developed further during the comprehensive plan periodic update.*
- **Create a permit ready ADU program/expedited review program.** *The City of Renton offers ADU model base plans for residential property owners. The model base plans and Permit Ready ADU Program (PRADU) simplify the building permit application and review process. Applicants utilizing the City's pre-approved plans will work with staff one-on-one to design their ideal site plan and go through an expedited review process, providing the applicant with significant cost savings that can be applied toward construction. Renton currently offers seven different plan sets with units ranging from 624-1,000 square feet. The City of Snoqualmie could consider implementing a similar program with ready building designs that meet the City's design standards.*
- *Consider eliminating the* **maximum** *side yard setback for accessory uses when it comes to ADUs (SMC 17.15.040(10)) 5 or 3 feet may be unnecessarily restrictive for an ADU, particularly if a primary residence also has another accessory building like a garage.*
- *Currently, the dimensional standards in SMC 17.15.040 are unclear on whether an attached ADU built as an addition to a primary residence would have to meet the* **rear setback standard** *for a principal use or accessory structure or use (15 or 20 feet vs. 10 or 3 feet). For lots where detached ADUs are impractical or impossible (like many small lots in Snoqualmie Ridge), attached ADUs built as additions to the back of a house may be the only feasible option, and ensuring that they do not have to meet the rear setback standard of the primary house could help incentivize them.*
- *Consider allowing ADUs on lots where* **duplexes or triplexes** *are located. This might require moving ADUs out of the single-family category on the use matrix in SMC 17.55.020, changing the definition for ADUs in SMC 17.10.020, as well as changing SMC 17.55.070 to reflect that one ADU may be created on lots containing a 2- or 3-unit building.*

- *Consider* **ADU incentives** *for affordable housing. The City could consider options, such as waiving permit fees in exchange for providing affordable housing units for a certain period. This could substantially reduce upfront costs but ensure an affordable unit is provided if the unit is rented. As an example, ensure rent does not exceed 60 percent AMI for X years in exchange for fee waivers. A cost-benefit analysis to determine AMI targets and length of time would vs. fees waived would need to be conducted. The HUD 50 percent (Very Low Income) income limit for 2-person households in King County in 2022 was $51,800, and the maximum affordable rent for those households was $1,213 per month. This does not seem out of step with what a small ADU could rent for with incentives.*

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Yes. RCW 36.70A.070(2)(d)(iv) specifically calls out "Consideration of the role of accessory dwelling units in meeting housing needs" as part of meeting GMA Housing Element requirements. Options to further promote ADUs would certainly assist in meeting these provisions.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Yes. Depending on changes to ADU regulations or fees, encouraging ADU development could provide some options to provide housing at or below 120 percent AMI. The City could potentially reach below 50 percent AMI affordable housing requirements provided as an incentive for building ADUs.*
Cities that have taken the same or similar actions	• *Sumner* • *Renton* • *Everett*
Advantages	• *Would promote additional ADU development in the city.* • *Would help provide more affordable housing options for households making below 80 percent AMI.*
Disadvantages	• *Permit-ready program or expediting review could create capacity and pipeline issues for other permits or processes.* • *Large areas of the city, like the single-family areas of Snoqualmie Ridge, have lots that are too small to allow detached ADUs, so impact may be limited.*

Strategies implemented	

Recruit and partner with affordable housing specialists

The City of Snoqualmie has one marquee development that is affordable to lower-income households – the 191-unit Panorama Apartments project in western Snoqualmie Ridge.

However, it is likely that as part of the update to the Comprehensive Plan, the City will be required to plan for substantially more affordable housing units. The current housing target recommendations of the King County Council would see Snoqualmie needing to plan for 749 more units of housing affordable to those making 30 percent or less of the area median income (including 282 units of permanent supportive housing) and 232 units affordable to households making between 30 and 50 percent of the area median income over the next 20 years.

Planning for almost 1,000 units of housing affordable to households making below 50 percent AMI ($67,300 as of 2022 numbers), including some permanent supportive housing, will only be possible if the City has strong relationships with affordable housing developers and service providers.

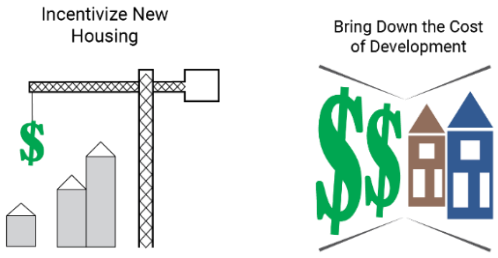
The City should consider preparing and compiling, at regular intervals (perhaps annually) maps and assessor data identifying land that can accommodate affordable housing in the short term (within a year, perhaps) and in the long term (up to five years out). Factors to consider include zoning/future land use category, land value over time, presence of critical areas, scheduled expiration/lapsing of any affordability window from Section 42 (LIHTC) funding or other federal requirements, age of existing structures, and proximity to current or future transit corridors/routes, and water/sewer feasibility. This mapping effort would be further enhanced by an effort to create a land use dataset (distinct from zoning districts), updated perhaps halfway through every Buildable Lands/Land Capacity Analysis cycle. This should be a partnership with King County and would help the City and County identify areas that are not built to zoned capacity or that could take advantage of new code provisions to add additional housing that is affordable.

The City should consider using this feasibility mapping information, along with information on a potentially expanded MFTE program, to conduct targeted outreach to affordable housing developers with experience in the rest of the Puget Sound region.

The Snoqualmie community, and the broader Snoqualmie Valley, has a network of faith-based and nonprofit organizations with missions to address community needs. Faith-based organizations and nonprofit organizations can be important partners for housing efforts, particularly housing that serves vulnerable groups and residents with lower incomes. Faith-based and nonprofit organizations are partners with a unique set of resources and an inherent focus on serving the needs of those who are most vulnerable. The City can collaborate to identify solutions that fit within regulatory requirements while providing flexibility for innovation. The City should convene and connect with these organizations to stay in touch with community issues. Since the City has a substantial target of permanent supportive housing units, top on its priority of outreach targets should be nonprofits that provide services in a permanent supportive housing context, like Catholic Community Services, Compass, and community health center organizations.

Examples of potential partner organizations already active in the Snoqualmie Valley include Reclaim, the Mt. Si Senior Center, the Sno-Valley Senior Center, Hopelink Sno-Valley, Habitat for Humanity, and Carepoint.

Any future Affordable Housing Investment Funds should be established prior to engaging seriously with developers to demonstrate availability of local resources and support.

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Yes. Providing feasibility info for builders experienced in affordable housing and building relationships with service providers will help the City meet its housing element targets and requirements, especially for those households making 30 percent or less of the area median income (including those in need of permanent supportive housing).*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Potentially. The City preparing feasibility information for affordable housing developers could also help developers more broadly speaking get a head start on the data collection and analysis required to move forward with development projects, which could help get more housing generally to market faster.*
Cities that have taken the same or similar actions	*Oak Harbor* *Lynnwood*
Advantages	• *Relies on deep experience of affordable housing providers rather than trying to reinvent the wheel.* • *Mapping and inventory efforts are likely to yield myriad benefits for planning work in the city and county more broadly.*
Disadvantages	• *Staff and resource intensive.* • *Will take time to build relationships.*
Strategies implemented	

SEPA Exemption options

The State Environmental Policy Act (SEPA), adopted May 1971, is codified in RCW 43.21C and implemented through the Department of Ecology's administrative code under WAC 197-11. The purpose of SEPA, as outlined in RCW 43.21C.010, is to "(1) ...encourage productive and enjoyable harmony between humankind and the environment; (2) to promote efforts which will prevent or eliminate damage to the environment...; (3) [to] stimulate the health and welfare of human beings; and (4) to enrich the understanding of the ecological systems and natural resources...".

In the decades since SEPA has become law, many other state laws have been adopted that require jurisdictions to enact regulations that protect the environment. This includes, but is not limited to, the 1990 Growth Management Act (GMA), which requires local governments to enact critical areas regulations, the 1971-72 Shoreline Management Act, which requires all counties and most towns and cities to prepare and implement shoreline master programs, and stormwater regulations and permitting which implements requirements under the Clean Water Act. In most cases around the state, cities and counties have adopted regulations covering almost every element covered under the SEPA.

In 1984, SEPA Rules were adopted to provide categorical exemptions from SEPA for certain types of development projects (WAC 197-11-800). Since then, both the SEPA rules and statutes have been updated to broaden opportunities to exempt certain projects from requiring SEPA where it can be demonstrated that local, state, and federal laws and regulations are in place to mitigate project impacts. In fact, the maximum SEPA exemption levels contained in the State Rules were increased again in December 2022 by the Department of Ecology.

Snoqualmie has currently adopted higher than the minimum residential exemptions (12 units), but nowhere near the maximum (Ecology now allows up to 200 units to be exempt as minor new construction). Additionally, the City has adopted the minimum or close to the minimum for the non-residential categories of exemptions, including parking and commercial square footage.

There are three ways to increase SEPA exemptions. Each option requires analysis to ensure that impacts of development can be adequately mitigated by adopted codes.

- *WAC 197-11-800(d) allows substantial increases to the SEPA categorical exemptions where it can be demonstrated that the requirements for environmental analysis, protection, and mitigation for impacts to elements of the environment have been adequately addressed for the development exempted.*
- *RCW 43.21C.229 permits nearly all developments the ability to be exempt from SEPA when the City determines that specific impacts are adequately addressed by the development regulations or other local, state, or federal rules or laws and when the comprehensive plan was subjected to an Environmental Impact Statement (EIS).*

- *RCW 43.21.440 may exempt projects within areas subjected to a Planned Action Ordinance when it is determined that the project is consistent with that ordinance.*

The City should consider raising its SEPA minor new construction exemptions as found in SMC 19.04.110. WAC 197-11-800(1) now allows cities to exempt up to 30 single-family units, 100 small (under 1,500 square foot) single-family units, or 200 multifamily units as minor new construction. The City's current exemption for all residential is 12 units. Up to 30,000 square feet of office, school, recreational, service, or storage building development and up to 90 parking spaces are allowed to be exempted, while the City currently exempts only 10,000 square feet and up to 20 parking spaces. Up to 1,000 cubic yards of fill or excavation are allowed to be exempted, while currently the City exempts only up to 100 cubic yards. Parking and excavation in particular are valuable exemptions because projects that don't trigger SEPA based on residential units can still trigger it based on parking or excavation even if City critical areas and parking codes are sufficient to mitigate impacts.

In addition to raising the thresholds for minor new construction, the City could consider conducting an environmental review as part of planned annexations using either the .229 or .440 state statute sections that would enable projects within those areas that fell under the threshold studied in the area-wide environmental review to forgo individual project-level SEPA review. Portions of the PAA, for example, could be good candidates for a Planned Action EIS conducted as part of a subarea planning process, which would help make permitting more streamlined within those areas and help keep a lid on costs and timelines for housing development within those areas.

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*This action would have minimal impact on the ability to meet Housing Element requirements as part of the 2024 update.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*This action would have minimal impact on the ability to meet housing targets.*
Cities that have taken the same or similar actions	*Many jurisdictions have adopted increased SEPA exemption levels. The following are example cities.* • *Lynnwood* • *Mountlake Terrace* • *Redmond* • *Kirkland*

Advantages	• *Reduce redundant permit processes* • *Reduce permit costs and timeframes*
Disadvantages	• *Perception that raising SEPA exemptions might reduce opportunities to comment on or appeal projects*
Strategies implemented	Improve the Regulatory Environment for Permits  Bring Down the Cost of Development 

Balance short-term rentals and other housing needs

A major trend in the housing market over the past decade has been the proliferation of homes, especially single-family houses and accessory dwelling units, being rented out as short-term rentals. Short-term rentals, often offered through services like AirBnB or Vacation Rental by Owner (VRBO), are a relatively straightforward way for homeowners to make some extra income from their property. They can also serve a valuable public purpose in many communities whose tourism industry values their flexibility. However, they can also pose challenges due to highly irregular and punctuated issues with parking and noise as well as more broadly speaking to the ongoing housing market.

It is challenging for cities to strike the right balance in regulating short-term rentals to manage these issues while still providing an opportunity for homeowners and visitors. Bans on short-term rentals have not fared well in court (for example, New York City and Santa Monica, CA), and prohibiting them in single-family zones, even if upheld in court, can force short-term rentals "underground," making them even more difficult to regulate. It is not in Snoqualmie's interest to contemplate banning short-term rentals.

There are ways to regulate short-term rentals in a way that raises the bar, caps the total number of short-term rentals, and grandfathers existing uses. The City should consider an approach to short-term rentals that adopts a mix of the following approaches:

- *Requirement that short-term rental owners acquire a City business license and pay business taxes (the City already requires short-term rental owners to have a City business lincense and should continue to do so)*
- *Pay for software service that tracks short-term rentals within the city (for example, Granicus or AirDNA)*
- *Limit the number of short-term rentals new applicants for licenses can operate to one (not including their primary residence)*
- *Consider capping the total number of new licenses above grandfathered units that can be issued in the city*
- *Require the owner of a short-term rental to maintain a primary residence on the lot*

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*No, this action is unlikely to help meet Housing Element requirements directly. However, placing limitations on ADUs being used as short-term rentals may make them more palatable in parts of the city concerned about the impacts of short-term rentals and increase the availability of these units, which can often provide rental units more affordable to households making below 80 percent and even below 50 percent of the median.*

Could this action provide an option to assist with meeting any new housing targets associated with the 2026 Comprehensive Plan?	*Not directly, but the ability to add more ADUs in existing neighborhoods can add "gentle density" that can help the City meet its housing target, although this action on its own is unlikely to make a significant dent.*
Cities that have taken the same or similar actions	• *Seattle* • *Everett* • *Kirkland*
Advantages	• *Opposition to and skepticism of ADUs in Snoqualmie Ridge could be at least partially mitigated by tightly regulating short-term rental market*
Disadvantages	• *Software services that monitor short-term rentals is expensive* • *Processing and regulating short-term rentals can take staff time and resources away from other priorities*
Strategies implemented	

Encourage room rentals in existing homes

An important source of housing historically, particularly for single-person households (individuals who would otherwise be living alone), has been single rooms for rent inside existing homes. Households unwilling or unable to finance the construction of an ADU yet willing to serve as a small-scale landlord can gain some income to partially offset the cost of their housing. In return, small households, for example, traveling nurses or other members of the workforce in the Snoqualmie area, gain access to a housing option that may be very affordable and offer many of the amenities one would expect from a single-family home.

While the decision to rent out a room in an existing home is theoretically possible for both renters who seek a roommate and add someone to a lease or for homeowners who effectively become small-scale landlords, City regulations and policy may in some cases stand in the way. For example, Snoqualmie defines a dwelling unit as "any building or portion of a building which contains complete housekeeping facilities for one family [...] physically separated from any other dwelling unit which may be in the building", "family" is in turn defined as "one person, two or more related persons, or not more than five unrelated persons living together as a single housekeeping unit." Depending on the size of the household occupying a home, the decision to rent out a room may run afoul of this definition.

Other jurisdictions in the region and across the country dealing with the definition of families as it relates to land use regulation include:

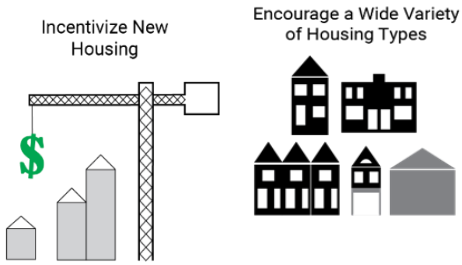
- *Kitsap County, which in 2022 amended its definition of "family" as follows: "'Family' means two or more persons customarily living together as a single housekeeping unit and using common cooking facilities, as distinguished from a group occupying a hotel, club, boarding or lodging house, or other group living."*
- *Seattle defines households as: "'Household' means a housekeeping unit consisting of any number of non-transient persons composing a single living arrangement within a dwelling unit as provided in Section 23.42.048, not otherwise subject to occupant limits in group living arrangements regulated under state law, or on short-term rentals as provided in Section 23.42.060."*
- *Bellevue defines a "family" as, "**Family.** One or more persons, either related or unrelated, living together as a single housekeeping unit."*

The precise extent of the number of rooms for rent in this manner is not known, as it is not currently regulated. Additionally, when considering risk of displacement, people who may be from marginalized communities or who may be undocumented (or their landlords) would be unlikely to volunteer this information to a survey sponsored by the City. Currently, the room listing website "Roomies" lists four rooms for rent in existing homes in the City of Snoqualmie, but the actual number including informal arrangements is likely much higher.

The City should consider a couple different ways it can support individual rooms for rent, including:

- *Changing its definitions of dwelling unit and family to ensure this is not precluded by the zoning code.*
- *Ensure that renting a room does not require designation of an additional parking space. This would require consideration of potential parking issues, such as what areas a room renter would have access to as far as parking is concerned (this could be an element of the education described below).*
- *Work with King County and housing organizations to help inform people of their rights and responsibilities as tenants and as landlords. This could involve a public education campaign, offering resources when potential ADU customers inquire about process from the Community Development Department, or partnering with other cities in the Snoqualmie Valley to host small landlord trainings.*

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Yes, assuming even a small fraction of existing homes renting single rooms at affordable rates could help the City make progress on its income band allocation targets, particularly for small households (particularly one-person households) making 31 to 50 percent of the AMI. It is not likely to make a huge dent in this target.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Yes, assuming a small fraction of existing homes will offer rooms for rent could add "gentle density" to existing residential areas and help the City meet its housing target.*
Cities that have taken the same or similar actions	• *Kitsap County* • *Seattle* • *Bellevue* • *Bellingham (considered, not yet adopted)* • *Madison, WI (in process of considering)*
Advantages	• *Many households probably do this already or have done this in the past, so it will make intuitive sense to many.* • *Helps more fully use existing housing, which could be especially helpful for people living in large houses who no longer have children at home, for example.* • *Does not require new construction or tenant improvements the way ADUs might.*
Disadvantages	• *Some may associate this with overcrowding of housing even when occupancy standards are being met.*

	• *May generate confusion between this and ADUs.*
Strategies implemented	

Tenant protections

According to MRSC, "... the University of Washington Center for Real Estate Research, in spring 2009, stated the average rent for an apartment in Washington State was $939 and the vacancy rate was 6.3%. By fall 2021, average rent had risen to $1,547 and the vacancy rate had dipped to 3.6%..."

While rent control is not currently allowed under Washington State Law, as a result of drastic rent increases, the legislature and some cities and counties have enacted various tenant protection measures, including just this year.

State measures (from MSRC):

- *Just cause eviction: In 2021 the legislature adopted RCW 59.18.650, which requires landlords to specify a reason for refusing to continue a residential tenancy, subject to certain limited exceptions.*
- *Managing initial deposits and fees: In 2020 the legislature adopted RCW 59.18.610, which provides that a tenant may request deposits, nonrefundable fees, and last month's rent in installments.*
- *A 60-day notice of rent increase: In 2019 the legislature amended RCW 59.18.140 to provide 60-day notice of a rent increase, and increases may not take effect until the completion of the term of the current rental agreement.*
- *A 120-day notice of demolition: In 2019, the legislature amended RCW 59.18.200 to require 120-day notice to tenants of demolition or substantial rehabilitation of premises.*
- *Prohibition on source of income discrimination: In 2018, the legislature adopted RCW 59.18.255, which prohibits source of income discrimination against a tenant who uses a benefit or subsidy to pay rent.*
- *COVID-19 measures: In 2021, the legislature adopted RCW 59.18.620 through RCW 59.18.630, which prohibit assessment of late fees for nonpayment of rent due between March 1, 2020, and six months following the expiration of the COVID-19 eviction moratorium. Pursuant to RCW 59.18.630, landlords are also required to offer repayment plans to tenants with unpaid rent.*

2023 legislation: In 2023, the legislature passed, and Governor Inslee signed into law, two different bills related to tenant-landlord relations.

- *The first, HB 1074, limits the ability of landlords to withhold deposits after move-out for ordinary wear and tear, requires landlords to show documentation to substantiate claims of damages, and makes changes to the timeline in which landlords must provide documentation as well as the statute of limitations for landlords to sue tenants when trying to recover damages above the deposit.*
- *SB 5197 modifies eviction processes and makes changes to eviction notice forms.*

Several cities have codified the above measures and created enforcement processes for ensuring they are met. The City could consider looking for ways to reflect these requirements in code and provide resources to renters and landlords to ensure renters are aware of their expanded rights and landlords are aware of changes to requirements and rights. Landlord education is an especially important piece of this, as more ADUs and rooms for rent means more small-scale landlords who may not be aware of the rights and responsibilities of both parties in the rental arrangement. The City would want to help ensure to the greatest degree possible that increased tenant protections are coupled with landlord education to ensure tenant protections are not a disincentive for small-scale landlords. This could be done in partnership with a public education and outreach effort targeting rooms for rent. This could also be reflected in policy change in the comprehensive plan's Housing Element that would encourage the city to support tenant and landlord education and outreach.

Could this action provide an option to assist with meeting the new Housing Element requirements associated with the 2024 Comprehensive Plan update?	*Yes. Changes to the Housing Element (RCW 36.70A.070(f-g)) requires the City to develop policies and regulations to address displacement. Developing tenant protection policies and codes would certainly highlight consistency with these new requirements.*
Could this action provide an option to assist with meeting any new housing targets associated with the 2024 Comprehensive Plan?	*Although this action may assist with getting housing to market faster, this action would not be related to new housing target requirements associated with the 2024 Comprehensive Plan update.*
Cities that have taken the same or similar actions	• *Seattle* • *Auburn* • *Burien* • *Tacoma* • *RCW 59.18 – Residential Landlord – Tenant Act*
Advantages	• *Increase tenant protection within the city.* • *Codify recent state law changes.* • *Directly address new Growth Management Act – Housing Element requirements.*
Disadvantages	• *Developing new codes and implementing new programs will take resources.* • *Implementing new programs beyond what the statute requires could be met with resistance from those who rent single family and multi-family residences.*

Strategies implemented	

G. APPENDICES



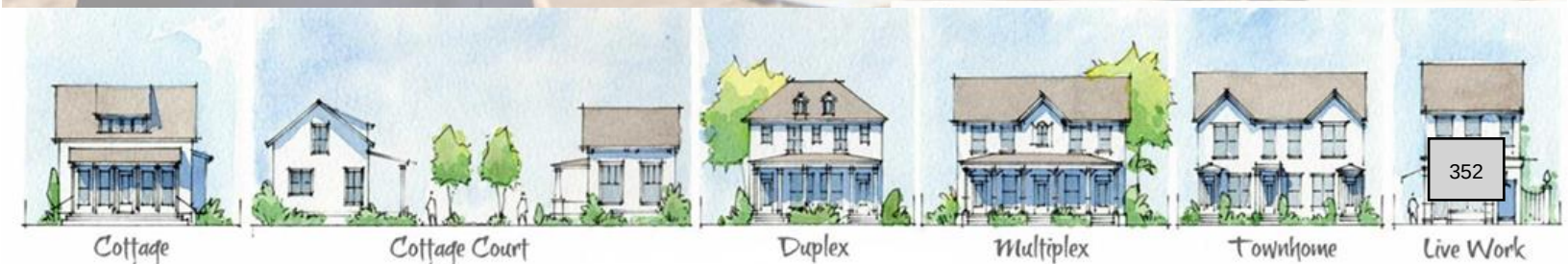
APPENDIX 1: REGIONAL HOUSING NEEDS ASSESSMENT

Snoqualmie Valley
Regional Housing Needs Assessment



REPORT

January 10, 2023
revised



ACKNOWLEDGEMENTS

The Snoqualmie Valley Region is focused on creating new opportunities focused on creating housing options that better align with need and demand based on income, life stage and housing preference. This work is made possible from funding made available through HB 1406.

The findings reflect current trends and forecasts of housing needs throughout the region. This Housing Needs Assessment also reflects input received from project stakeholders with analysis by FCS GROUP, Blue Line and LDC (project consultants).

We specifically recognize and appreciate the time and commitment provided by the following individuals.

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GLOSSARY

Accessory Dwelling Unit (ADU): A small living space located on the same lot as a single-family house.

Affordable For-Sale Housing: An owner-occupied dwelling with an annual housing cost (mortgage payments, utilities, property taxes, etc.) that equates to no more than 30% of household income. *

Affordable Rental Housing: A dwelling that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income. If income-restricted or government supported, U.S. Housing and Urban Development (HUD) income restrictions vary by family size. *

**A healthy housing market includes a variety of housing types that are affordable to a range of household income levels. However, the term "affordable housing" is often used to describe income-restricted housing available only to qualifying low-income households. Income-restricted housing can be in public, non-profit or for-profit developments. It can also include housing vouchers to help pay for market-rate housing (see "Vouchers" below for more details).*

American Community Survey (ACS): This is an ongoing nationwide survey conducted by the U.S. Census Bureau. It is designed to provide communities with current data about how they are changing.

Area median income (AMI): This term refers to area-wide median family income calculations provided by the federal Department of Housing and Urban Development (HUD) for a county or region. Income limits to qualify for affordable housing are often set relative to AMI in this report, unless otherwise indicated.

Buildable Lands Inventory (BLI): An assessment of the capacity of land to accommodate forecasted housing and employment needs.

Buildable Residential Land: Includes land that is designated for residential development that is vacant and part-vacant and not constrained by existing buildings or environmental issues.

Cost Burdened: Defined by US Department of Housing and Urban Development (HUD) as households who spend over 30% of their income on housing.

Cottages: Small, single-level, detached units, often on their own lots and sometimes clustered around pockets of shared open space.

Density: Defined by the number of housing units on one acre of land. Based on the 2021 King County Buildable Land Report, housing development density assumptions are as follows:

- **Very Low Density**: 0-4 dwelling units per net acre
- **Low Density:** 4-10 dwelling units per net acre
- **Medium Low:** 10-24 dwelling units per net acre

- **Medium High Density:** 24-48 dwelling units per net acre
- **High Density:** 48+ dwelling units per net acre

Development density: Expected number of dwelling units (per acre) based on current zoning designations.

Employment Sectors: This report includes an analysis of current employment trends for the following employment sectors: Industrial (includes manufacturing, warehousing, distribution, transportation, communications, utilities, construction trades, wholesale trade); Retail (includes businesses that sell end products to consumers); Government (includes local, state and federal workers); Services (includes all other occupations such as business and personal services).

Fair market rent (FMR): HUD determines what a reasonable rent level should be for a geographic area and sets this as the areas FMR. Housing choice voucher program holders are limited to selecting units that do not rent for more than fair market rent.

Family: A group of two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together.

Group Quarters: People living in shared housing facilities, such as a college dormitory, military barrack, nursing home or temporary shelter are not considered households and are counted as group quarters population.

Housing Affordability Index: The Housing Affordability Index (HAI) is calculated and maintained by the Washington Center for Real Estate Research (WCRER) at the University of Washington. It measures the ability of a middle-income family to make mortgage payments on a median price resale home. WCRER assumes the following terms: a median priced home of an area, a 20% down-payment, a 30-year fixed mortgage, and the purchaser with a median household income for the area. Critical to the notion of affordability, a household does not spend more than 25% of its income on principal and interest payments. When the HAI is exactly 100, the household pays exactly 25% of its income to principal and interest. When the index lies above 100, a household will spend less than 25% of its income on mortgage principal and interest. A HAI score of less than 100 indicates housing is not affordable at the assumed terms listed above.

Housing Unit (or Dwelling Unit): A house, an apartment or other group of rooms, or a single room is regarded as a housing unit when it is occupied or intended for occupancy as separate living quarters; that is, when the occupants do not live and eat with any other person in the structure and there is direct access from the outside or common hall.

Household: Consists of all people that occupy a housing unit. The people can be related, such as a family or unrelated. A person living alone is also a household.

HUD: Acronym for US Department of Housing and Urban Development, the federal agency dedicated to strengthening and supporting the housing market.

Low-Income: Families designated as low-income may qualify for subsidized housing and/or income-based deed-restricted housing units. HUD classifies families based on median family income levels as shown below:

Income Category	Household Income*
Extremely low-income	30% of MFI or less
Very-low income	30-50% of MFI
Low income	50-80% of MFI
Moderate income	80-100% of MFI
Above median income	> 100% of MFI

** Median Family Income (MFI) for the HUD defined market area.*

Manufactured Housing: A type of prefabricated home that is assembled off site and then transported to sites of use. The definition of the term in the United States is regulated by federal law (Code of Federal Regulations, 24 CFR 3280): "Manufactured homes are built as dwelling units of at least 320 square feet in size, usually with a permanent chassis to assure the initial and continued transportability of the home. The requirement to have a wheeled chassis permanently attached differentiates "manufactured housing" from other types of prefabricated homes, such as modular homes.

Median Family Income (MFI): The median sum of the income of all family members 15 years and older living in the household. Families are groups of two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family. Median income of non-family households tends to be lower than for family households. In this report both MFI and AMI refer to the U.S. Department of Housing and Urban Development Area Median Family Income (AMI) unless otherwise specified.

Middle Housing: Housing types that are attainable for households earning less than 120% of the area median income level. Typically includes plexes (2-4 units per structure), townhomes, apartments, accessory dwellings, cottage homes and manufactured homes.

Mixed Use: Characterized as two or more residential, commercial, cultural, institutional, and/or industrial uses into one combined building or building(s) on the same parcel of land.

Multi-Family Housing: Stacked flats in a single buildings or groups of buildings on a single lot typically with 5 or more units per structure. Parking is shared, and entrance to units is typically accessed through a shared lobby.

Part-vacant land: Unconstrained land that has some existing development but can be subdivided to allow for additional residential development.

Permanent Resident Population: This refers to the count of all people (citizens and noncitizens) who are living in the location at the time of the census. People are counted at their usual residence, which is the place where they live and sleep most of the time.

Plexes: two to four separate dwelling units within one structure on a single lot. In most instances each duplex, triplex or quadplex unit has its own separate entry.

Residual Land Value: The amount a developer would typically be willing to pay for the land/site to build a specific real estate improvement based on underlying assumptions and market conditions.

Seasonal dwellings: The owner intends these units to be occupied during only certain seasons of the year. They are not anyone's usual residence. A seasonal unit may be used in more than one season: for example, for both summer and winter sports. Published counts of seasonal units also include housing units held for occupancy by migratory farm workers. While not currently intended for year-round use, most seasonal units could be used year-round.

Severely Cost Burdened: Defined US Department of Housing and Urban Development (HUD) as households who spend over 50% of their income on housing.

Single Family Attached: Residential structures comprised of two to four housing units with a shared wall that separates each unit. "Attached" duplexes require a single building permit for both dwelling units.

Single Family Detached: Free standing residential building**,** unattached, containing separate bathing, kitchen, sanitary, and sleeping facilities designed to be occupied by not more than one family, not including manufactured and mobile homes.

Subsidized Housing: Public housing, rental assistance vouchers, and developments that use Low-Income Housing Tax Credits (LIHTC) area examples of subsidized housing. Subsidized housing lowers overall housing costs for its occupants. Affordable housing and subsidized housing are different even though the terms are sometimes used interchangeably.

Subsidized Units: Subsidized dwelling units funded in part or in whole by one or more of the following sources: low-income housing tax credits (LIHTC), Section 8, USDA, other HUD, or state grants.

Tenure: Tenure refers to the ownership of the housing unit in relation to its occupants. According to the U.S. Census Bureau, a housing unit is "owned" if the owner or co-owner(s) live in the unit, even if it is mortgaged or not fully paid for. A cooperative, condominium or mobile home is "owned" only if the owner or co-owner lives in it. All other occupied housing units are classified as "rented."

Townhome (also known as duplexes, rowhouse, etc.): Attached housing units, each on a separate lot, and each with its own entry from a public or shared street or common area.

Vacant housing unit: A housing unit is vacant if no one is living in it at the time of enumeration unless its occupants are only temporarily absent. Units temporarily occupied at the time of enumeration entirely by people who have a usual residence elsewhere are also classified as vacant.

Vacant land: Vacant and part-vacant land identified within the local buildable land inventory that is not developed and unconstrained for future planned residential development.

Vouchers (Tenant-based and Project-based): HUD provides housing vouchers to qualifying low-income households to off-set a portion of their rents. These are typically distributed by local housing authorities. Vouchers can be "tenant-based," meaning the household can use them to help pay for market-rate housing in the location of their choice. The tenant pays the difference between the fair market rent and 30% of the tenant's income. Or vouchers can be "project-based," meaning they are assigned to a specific building.

Workforce Housing: Affordable workforce housing means housing for a single person, family, or unrelated persons living together and earning 80% or less of the county median income,

INTRODUCTION

PURPOSE

Communities across the nation are facing unprecedented challenges with providing housing that better aligns with need and demand based on income, life stage, and housing preference. In response, the cities of the Snoqualmie Valley Region (Carnation, Duvall, North Bend, and Snoqualmie) continue to pursue policies and planning activities aimed at understanding housing needs and implementing local actions to preserve affordable housing and foster additional housing development.

The Snoqualmie Valley Housing Needs Assessment (HNA) examines current housing conditions; forecasts long-term housing needs; and identify potential policies that support a fair and equitable housing environment. The HNA process included a review of current land use and public facility plans, and local development regulations to determine existing conditions and perceived barriers to new development.

The overall goal of the Housing Needs Assessment is to help focus community efforts on the most critical local housing issues.

The Snoqualmie Valley Housing Needs Assessment is intended to identify long-term housing needs and to analyze and recommend housing policy strategies that will help foster new housing opportunities for households of all income The policies and practices discussed in this Memorandum are intended to build upon the efforts already undertaken by the cities of the region.

The four primary objectives of the Housing Needs Assessment aim to:

1. **Evaluate housing options and recommend housing needs that will inform the Housing Chapter of the Comprehensive plans of cities of the region and identify the highest needs for affordable housing.**
2. **Inform the community on its housing needs for households that are low and very low income.**
3. **Aid officials in assigning priority and resources to the housing needs identified.**
4. **Provide a necessary guide in developing appropriate housing policies, programs, and strategies.**

Regional Context

Because housing markets are rarely contained within a single jurisdiction, a regional perspective is necessary to understand market dynamics. For example, if safe and affordable housing is not sufficient in one community, people are likely to search for housing in nearby jurisdictions rather than leave the region altogether.

The focus of this HNA is on four cities within the Snoqualmie River Valley, with housing needs focused on the municipal boundaries and urban growth areas (UGA) of Carnation, Duvall, North Bend and Snoqualmie.

While the area surrounding these cities is rural in nature, the proximity to the greater Seattle/Bellevue Metropolitan Region makes the Snoqualmie Valley Region an attractive destination for people to live and work outside large urban settings. As discussed later in this report, the Snoqualmie Valley Region has seen an influx of new residents and second-home buyers since the beginning of the global Covid pandemic (2020+) which has led to a record level of new residents.

APPROACH

The process used to create this HNA report included:

- **Demographic Assessment** of historic population growth patterns, household sizes, income growth, age, and other factors that impact the nature of housing demand growth.
- **Housing Market Analysis** with a review of existing housing conditions in each community including housing type and tenure, home value, average rents and rent cost burden.
- **Housing Needs and Land Capacity for each city and UGA** based on the latest housing target recommendations the capacity analysis of buildable lands provided by King County.
- **Identification of Local Policy Considerations** and best practices that cities across the Washington area are implementing to address their housing needs. These policies will be further evaluated during the subsequent Housing Action Plan that will be prepared for each city.

With the completion of this Regional Housing Needs Assessment, each of these four cities intends to utilize the findings contained herein to prepare a specific Housing Action Plan and Comprehensive Plan updates.

It should be noted that the findings contained in this Regional Housing Needs Analysis are based on current planning assumptions and state requirements as of December 2022, and do not reflect any additional housing requirements that may result from implementation of pending King County Affordable Housing Task Force recommendations per House Bill 1220 for affordable housing.

REGIONAL OVERVIEW

Population and Households

The cities of the Snoqualmie Valley Region are growing and continue to set record population levels every year. Combined, the four cities of Snoqualmie, Carnation, Duvall, and North Bend have an estimated 32,905 residents (July 1, 2022, estimate). These four cites added nearly 10,000 residents between 2010 and 2022 (**Exhibit 1**). Three of the four cities are far outpacing the state and county-wide population growth rate, with the City of Snoqualmie setting the highest annual population growth rate of 5.71% since 2010.

Exhibit 1: Population Trends (2010-2022)

	2010	2020	2021	2022	2010-2022 AGR
Washington	6,561,297	7,706,310	7,766,975	7,864,400	1.52%
King County	1,879,189	2,269,675	2,287,050	2,317,700	1.76%
City of Snoqualmie	9,058	14,121	14,490	14,490	3.99%
City of Carnation	2,081	2,158	2,150	2,160	0.31%
City of Duvall	6,271	8,034	8,125	8,320	2.38%
City of North Bend	5,688	7,461	7,685	7,915	2.79%
Four-city Region	**23,098**	**31,774**	**32,450**	**32,885**	**2.99%**

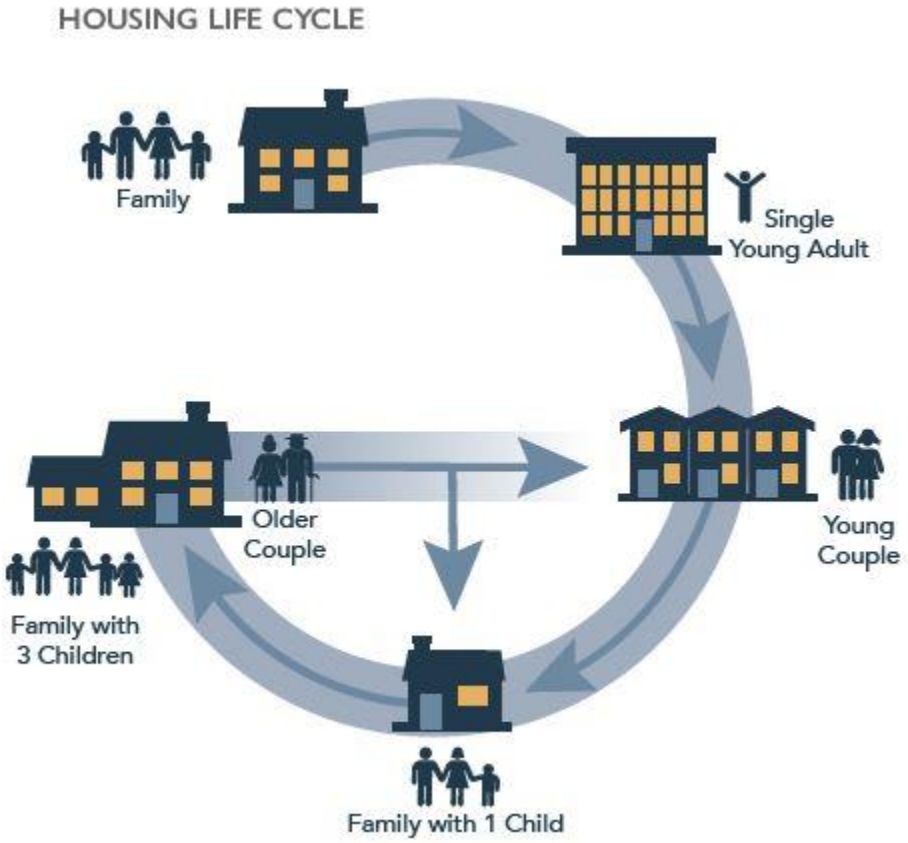
***Source** : Washington State Office of Financial Management*
AGR = average annual growth rate.

Factors affecting housing needs

There is a linkage between demographic characteristics and housing choice. As shown in **the figure below**, housing needs change over a person's lifetime.

Other factors that influence housing include:

- Homeownership rates increase as income rises.
- Single family detached homes are the preferred housing choice as income rises.
- Renters are much more likely to choose multifamily housing options (such as apartments or plexes) than single-family housing.
- Very low-income households (those earning less than 50% of the median family income) are most at-risk for becoming homeless if their economic situation worsens.



The relationship between demographic changes, income levels and housing preferences can shed light on future housing needs for the Snoqualmie Valley Region.

Population by demographic age cohort is shown in **Exhibit 2**. Overall, the cities of the Snoqualmie Valley Region have more young families than the county and state average with a higher share of Generation Z and Generation X residents.

Silent Generation (age 75 and over)

This includes retirees over age 75, who were raised during the Great Depression, Word War I or World War II. This cohort currently accounted for just 2% of the Snoqualmie Valley Regional population in 2020. As they reach their 80s some desire to move into assisted living facilities with nearby health care services and transit access.

Baby Boom Generation (age 55 to 74)

Baby boomers accounted for 16% of the Snoqualmie Valley Region residents in 2020. The boomer population segment has been growing more rapidly than the other cohorts over the past 10 years and many are now entering their retirement years. Boomers usually prefer to "age in place" until after age 80, then may downsize or move in with family members (sometimes opting to reside in accessory dwellings off the main house).

Generation X (age 40 to 54)

Gen X is the demographic cohort following the baby boomers and preceding the Millennials. This cohort accounted for 26% of the Snoqualmie Valley Region residents. GenX households often include families with children, and many prefer to live in single family detached dwellings at various price points.

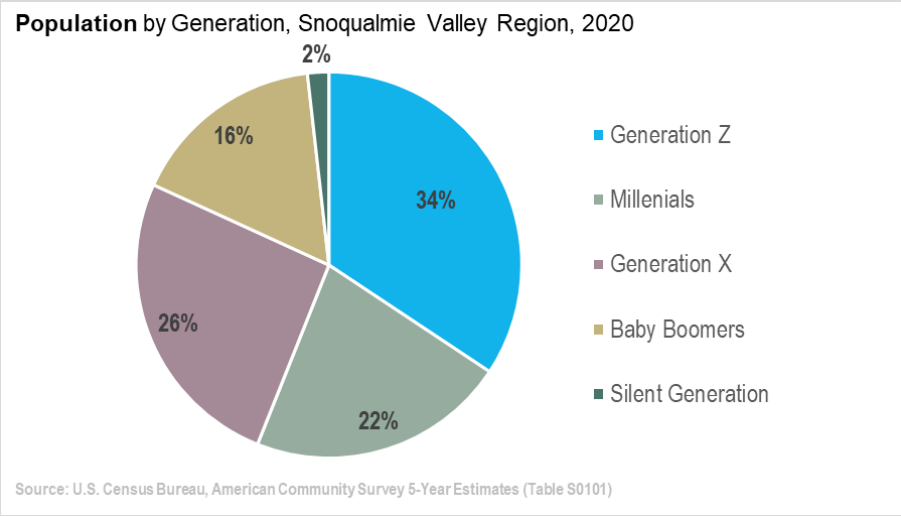
Millennials (age 25 to 39)

Millennials (currently in their twenties or thirties) accounted for 22% of the Snoqualmie Valley Region residents in 2020. Younger millennials tend to rent as they establish their careers and/or payback student loans. Working millennials often become first-time homebuyers, opting to purchase smaller single family detached homes or townhomes. Millennials in their 30s often include high tech or higher income earners that can afford market rate detached homes or townhomes.

Generation Z (under age 24)

This is one of the largest demographic segments and accounted for 34% of the residents in the Snoqualmie Valley Region. It includes children living primarily with Millennials and GenXers. This segment has been increasing over the past several years, but this growth may slow in the future as GenXers are delaying starting families and tend to have fewer children than past generations.

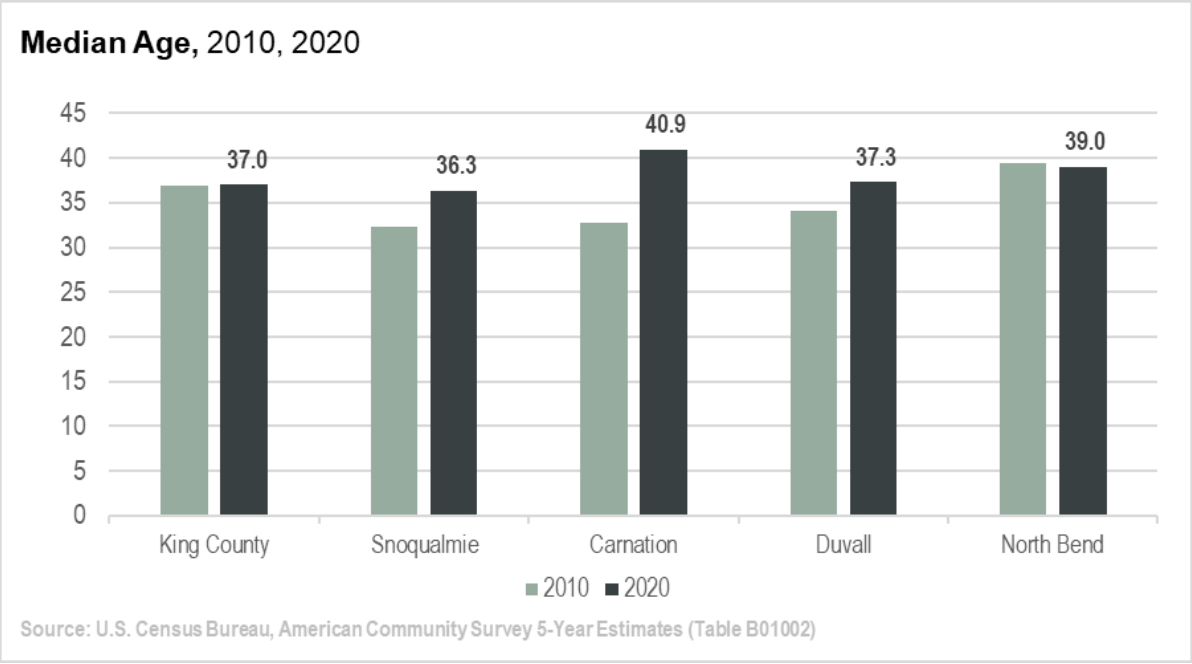
Exhibit 2: Population by Age Cohort Generation



The median age of Snoqualmie Valley Region residents ranges from 36.3 (City of Snoqualmie) to 40.9 (City of Carnation). Overall, the median age of the residents within the region is in line with the countywide median age of 37 as of 2020 (**Exhibit 3**).

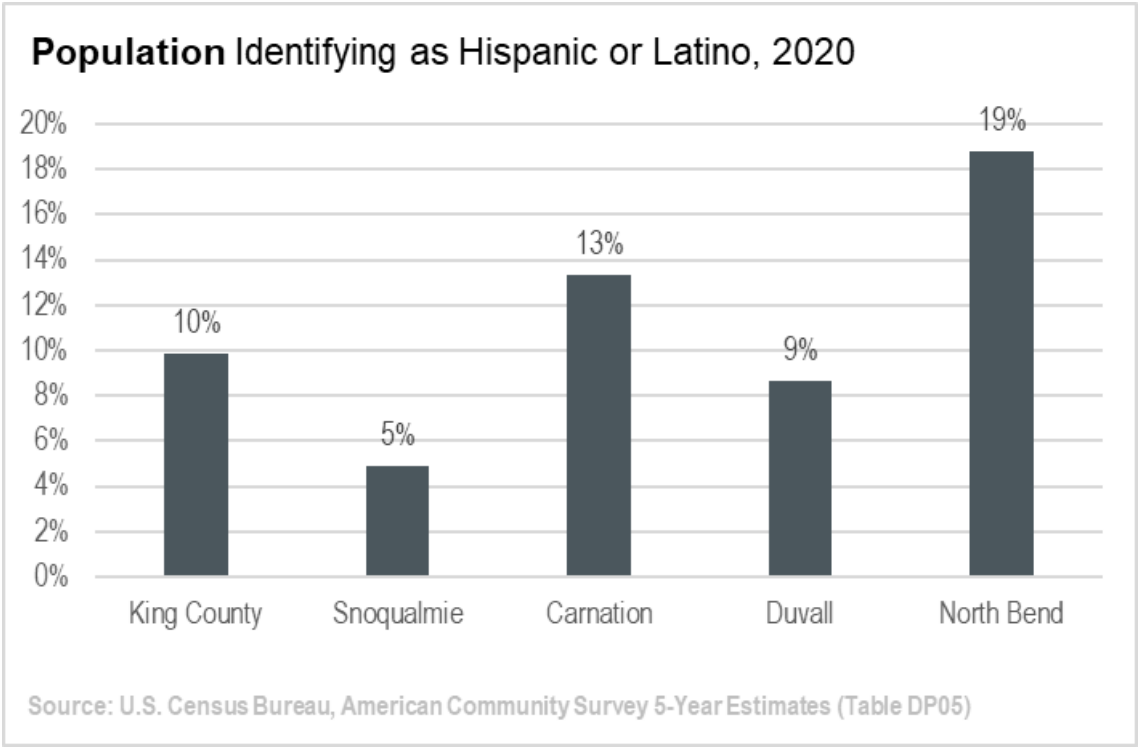


Exhibit 3: Median age, 2010 & 2020



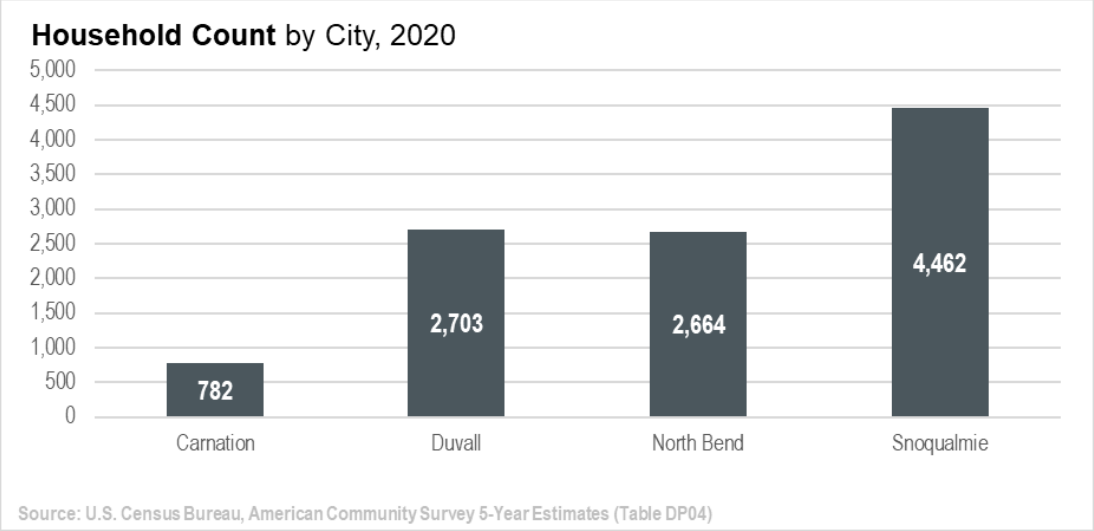
Ethnic diversity in the Region is primarily represented by the Hispanic/Latino population segment. This segment accounts for between 5% (City of Snoqualmie) and 19% (City of North Bend) residents (**Exhibit 4**).

Exhibit 4: Population Identifying as Hispanic or Latino, 2020



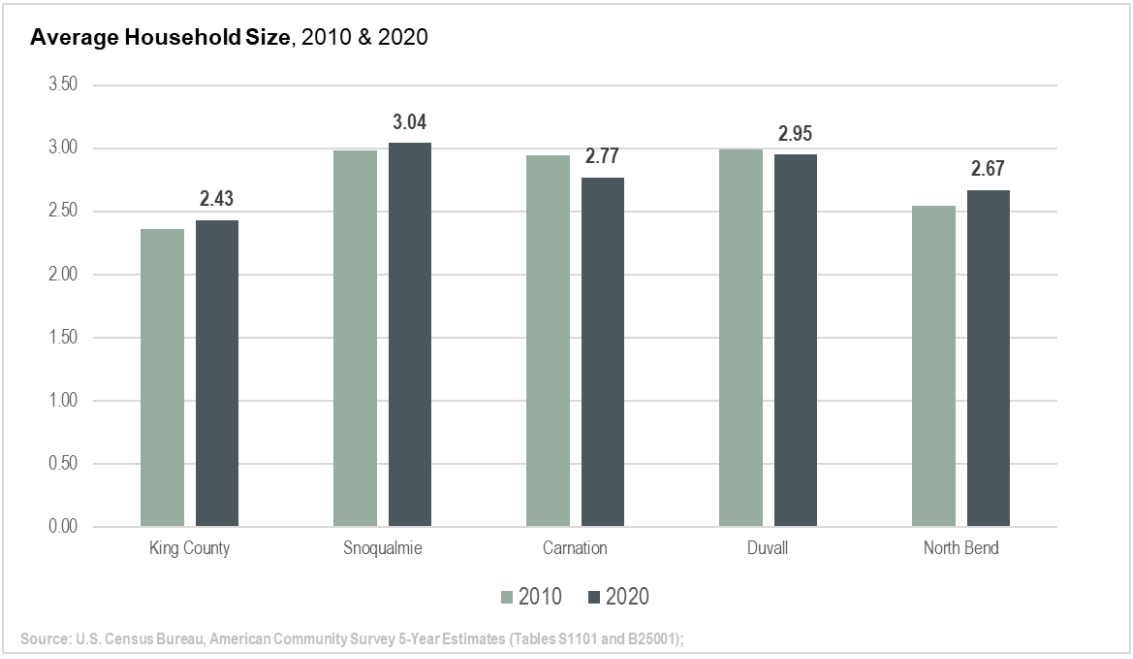
There were an estimated 10,611 households living within the four Cities of the Snoqualmie Valley Region in 2020. As shown in **Exhibit 5**, the greatest concentration is to be found in the City of Snoqualmie (4,462) and the lowest concentration is found in the City of Carnation (782 households). As indicated later in this report, these four cities have added approximately 200 additional housing units since 2020.

Exhibit 5: Household Counts



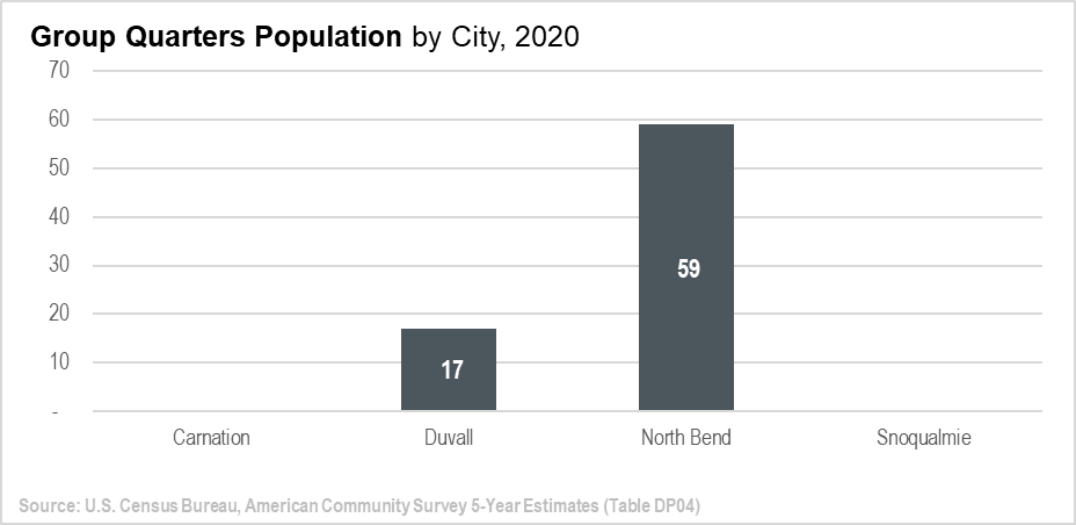
The average household size in the Snoqualmie Valley continues to exceed the King County average as shown in **Exhibit 6**. Larger households tend to represent families with school-age children and tend to prefer detached single-family homes.

Exhibit 6: Average Household Size



People that reside in group quarters are not included in the household counts. They typically reside in shared living arrangements such as senior care facilities, treatment centers, group homes and other living arrangements managed by an organization rather than the residents themselves. As of 2020, only Duvall and North Bend had measurable group quarters population, with 17 and 59 group quarters residents, respectively (**Exhibit 7**).

Exhibit 7: Group Quarters Population, 2020



Income and Employment

Household income in the Region is much higher than the state and county-wide income levels as shown in **Exhibit 8.** The U.S. Housing & Urban Development utilizes median household income as the primary measure for area income and housing affordability. Average income levels tend to be higher than median income because there tends to be a high share of income concentrated in a small number of very high income households.

Exhibit 8: Median Household Income

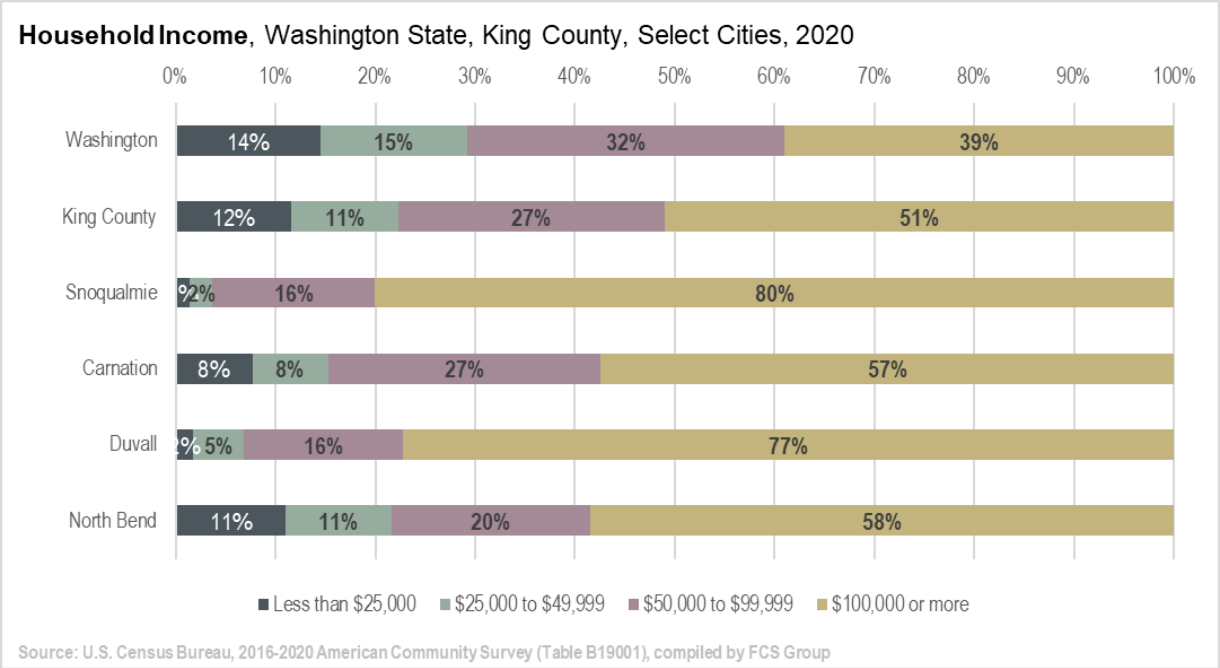
Median Household Income, 2010-2020			
	2010	2020	AGR
Washington	$57,244	$77,006	3.0%
King County	$68,065	$99,158	3.8%
City of Snoqualmie	$116,020	$159,450	3.2%
City of Carnation	$70,769	$112,647	4.8%
City of Duvall	$105,763	$162,622	4.4%
City of North Bend	$77,462	$119,392	4.4%

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates (Table B25119)

AGR: average annual growth rate.

Over half of the households in the Region earn more than $100,000 per year. However, the share of households earning less than $50,000 ranges from 3% in the City of Snoqualmie to 22% in the City of North Bend (**Exhibit 9**).

Exhibit 9: Median Household Income by Household Type, 2020



Employment (as measured by at-place-of-work jobs covered by unemployment insurance) within the Snoqualmie Valley Region has been increasing across all job sectors. Total employment within the four cities of the region increased from 4,713 in 2002 to 10,443 in 2019 (an increase of 5,730 jobs) as shown in **Exhibit 10.** The service sector added the most jobs during this time followed by the industrial sector (which includes construction, manufacturing, distribution, and wholesale trade).

Exhibit 10: Employment Trends in the Snoqualmie Valley Region

Sector	2002 Emp.	2009 Emp.	2019 Emp.	Change: 2002-2019	AGR
Industrial	974	1,931	2,394	1,420	5.4%
Retail	853	692	1,046	193	1.2%
Service	2,790	4,179	6,540	3,750	5.1%
Government	96	107	463	367	9.7%
Total	**4,713**	**6,909**	**10,443**	**5,730**	**4.8%**

Source: U.S. Census On the Map data . AGR: average annual growth rate.

Improvements in the ratio of jobs to housing can help reduce the need for long-distance commutes by workers within the region. The ratio of jobs to households within the Snoqualmie Valley Region (four cities) has been increasing over the past decade. In 2020 there were 1.03 jobs for every household, up from 0.9 in 2010.

Job growth forecasts by the Washington State Employment Security Department suggest that industries in the King County region are expected to increase in employment by between 0.2% and 2.5% annually over the next ten years. Using countywide growth projections as a basis, local employment in the four cities of the Snoqualmie Valley Region is projected to increase by 2,277 jobs by 2030. The majority of job growth is projected to occur in the services sector followed by the retail sector (**Exhibit 11**).

Exhibit 11: Employment Forecast in the Snoqualmie Valley Region

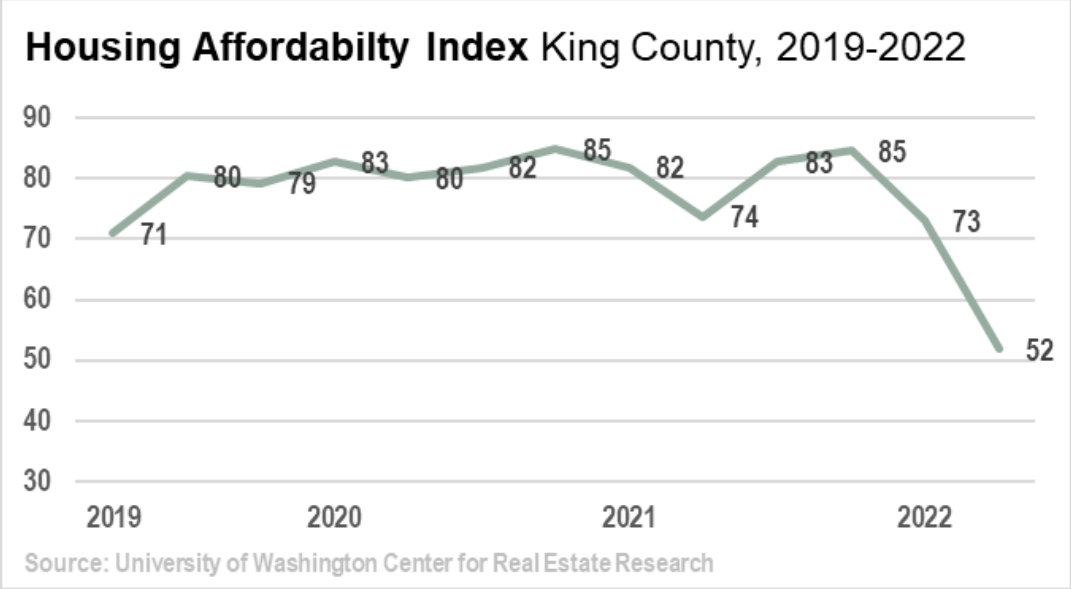
Sector	2019 Emp.	Regional Projected AGR	Projected 2030 Emp.	Change
Industrial	2,394	0.2%	2,453	59
Retail	1,046	2.5%	1,374	328
Service	6,540	2.4%	8,474	1,934
Government	463	1.1%	519	56
Total	**10,443**	**1.8%**	**12,820**	**2,377**

Source: U.S. Census On the Map data, Washington ESD Industry Growth Projections

Housing Cost Burdens

With the recent increase in mortgage interest rates and rising home prices there is increasing concern that many households are being priced out of the market. The Housing Affordability Index for King County has consistently remained below 100 and has recently dipped to the lowest level in several years at 52. An index of 100 or higher means that households earning the median income for the area should be able to afford a median priced home (**Exhibit 12**).

Exhibit 12: King County Housing Affordabilty Tends

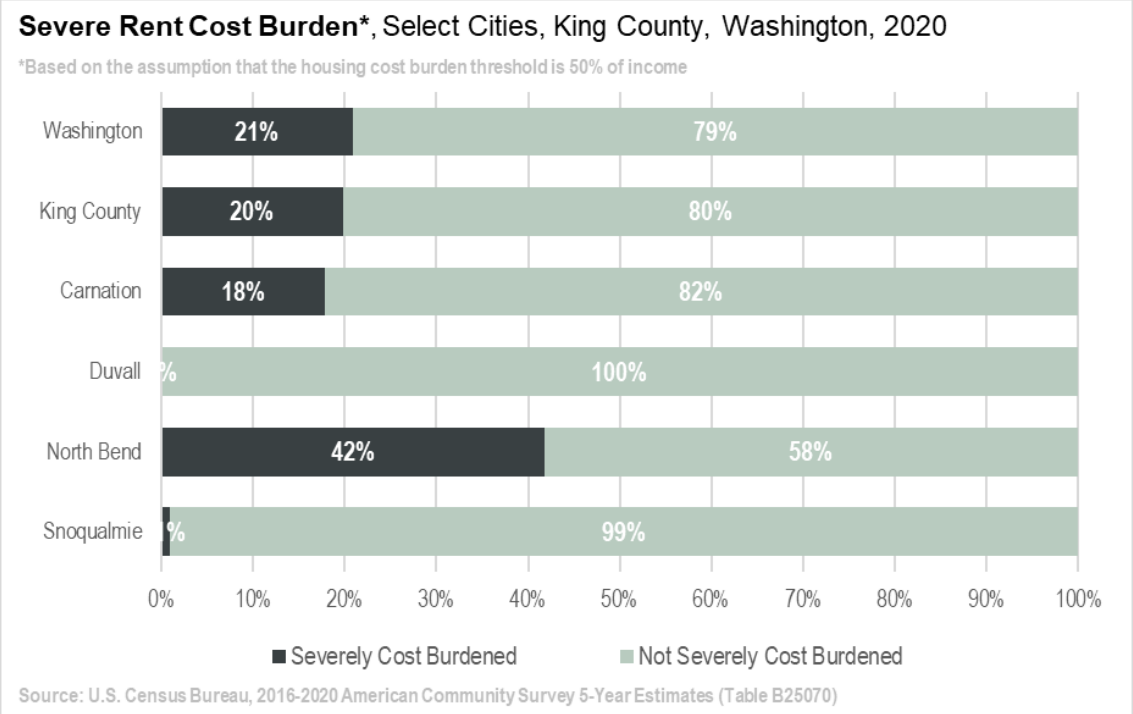


According to the U.S. Housing and Urban Development (HUD), households are considered to be "cost burdened" if they pay over 30% of their income on housing. Households are "severely cost burdened" when they pay over 50% of their income on housing.[1]

As shown in **Exhibit 13**, the share of renter households with severe rent burdens varies broadly within the Region. As indicated previously, in North Bend 22% of households have an annual income of less than $50,000 per year. This relatively high share of lower-income households combined with a significant rental housing inventory influence rental housing cost burdens. As a result, over 4 in 10 renter households (42%) in the City of North Bend experienced severe rent burden. In comaprision, the City of Carnation is near the county and statewide average at 18%.

Within the cities of Duvall and Snoqualmie, where income levels are relatively high and rental housing inventory is low, severe rent burdens were less prevalant. However, the housing within these communities is not attainable to many of the households that have low paying service or retail jobs.

Exhibit 13: Severe Rent Cost Burden, 2020



1 Housing costs reflect annual income for rent and utilities for renters, and loan principal, interest, utilities, property taxes and insurance for homeowners. FCS estimates that the average cost of utilities, property taxes and home insurance add between $387 (utilities only) and $1,084 per month for homeowners.

It should be noted that there are other factors referenced by HUD that impact "affordability" more than just house rent/price and number of bedrooms. Costs also account for neighborhood school quality, public safety, and access to jobs and amenities. The percentage of income standard for housing affordability may not fully consider the effects of housing and neighborhood quality. Housing that may appear affordable based on cost alone, for example, might be far from employment centers, increasing the percentage of income a household dedicates to transportation. A household may also choose a low-quality housing unit or a low-opportunity neighborhood to reduce housing costs. As a result, the conventional measure of affordable housing underestimates the number of households who are burdened by combined housing and transportation costs as well as the number of households in need of quality affordable housing.

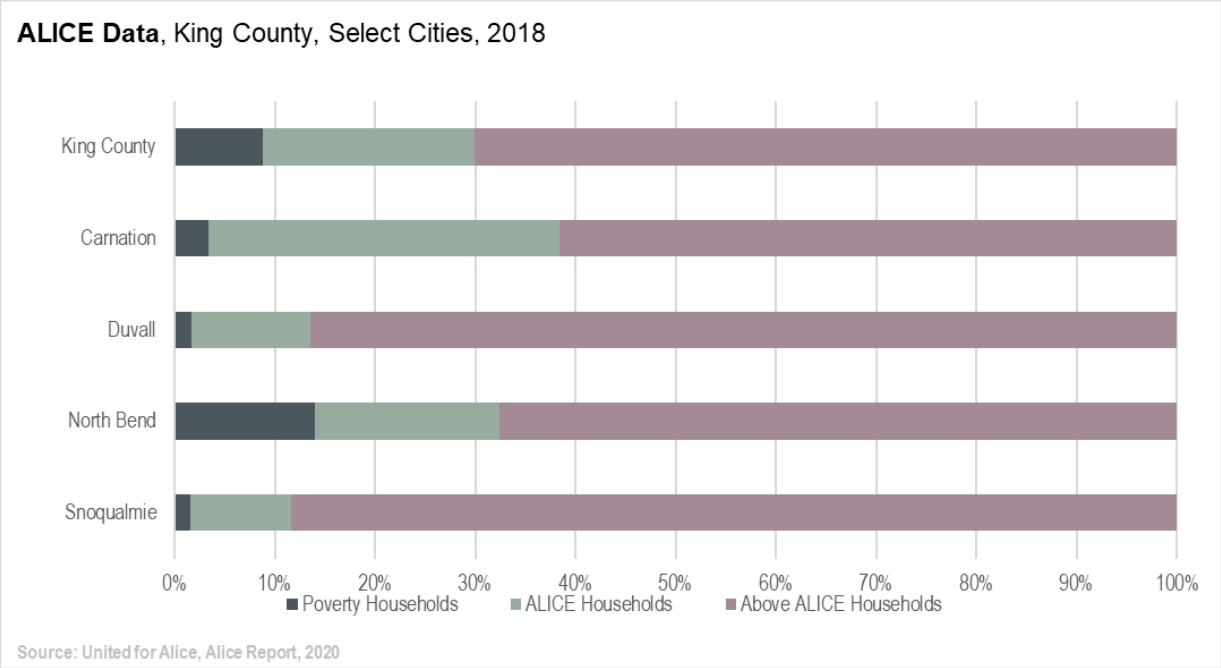
Asset Limited Income Constrained & Employed Residents (ALICE)

Like many communities across the U.S., an increasing share of households are experiencing economic hardship as the overall cost of living rises faster than income levels. Since 1965, the Federal Poverty Level (FPL) has provided a standard for determining the proportion of people living in poverty in the U.S. Despite the FPL's benefit of providing a nationally recognized income threshold for determining who is poor, its shortcomings include the fact that the FPL is not based on the current cost of basic household necessities, and except for Alaska and Hawaii, it is not adjusted to reflect cost of living differences across the U.S. In fact, federal poverty statistics indicate that the number of King County households living in poverty decreased by 5.1% since 2010.

In recognition of the shortcomings associated with federal poverty statistics, the United Way now provides a new framework to measure households that do not earn enough to afford basic necessities, with a segment titled ALICE (Asset Limited, Income Constrained, Employed). The ALICE methodology considers the total cost of household essentials – housing, childcare, food, transportation, technology, and health care, plus taxes and a 10 percent contingency. ALICE data are calculated separately for each county, and for six different household types. For more information, please check out: https://www.unitedforalice.org/methodology

In 2018, 30% of the households in King County were classified as living in poverty or in the ALICE category, which is below the Washington state average of 33% (**Exhibit 14**). The cities of Carnation and North Bend were slightly above the combined county-wide poverty and ALICE rate average. Duvall and Snoqualmie have lower combined rates of poverty and ALICE households.

Exhibit 14: Asset Limited Income Constrained Households, 2018



Displacement Risk

Displacement is a phenomenon in which residents and businesses can no longer afford escalating rents or property taxes. As economic growth in the Puget Sound region continues, the risk of displacement for existing residents increases.

The Puget Sound Regional Council has developed a displacement risk tool which assesses the risk of displacement by geographic area. **Exhibit 15** depicts areas most at risk of displacement. In this map, orange shaded areas are at higher risk of displacement (a displacement risk score of 3) than the yellow shaded areas (a risk score of 2) and the green shaded areas (a risk score of 1). This map shows that all the communities in the Snoqualmie Valley Region have a displacement risk score of 1 (low risk). Displacement risk indicators are summarized below.

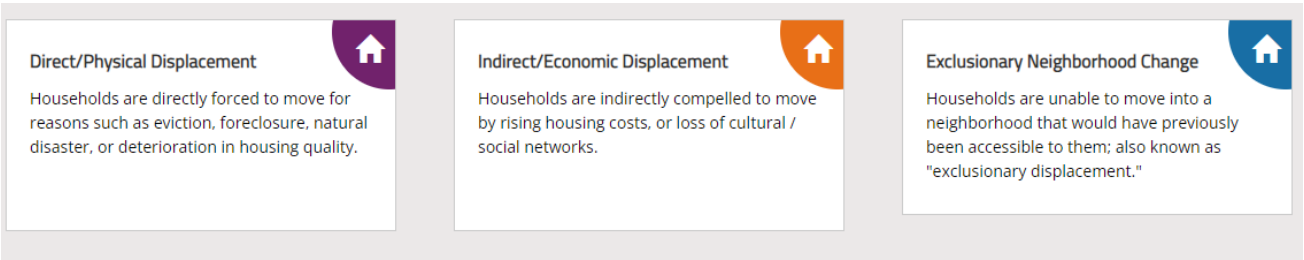
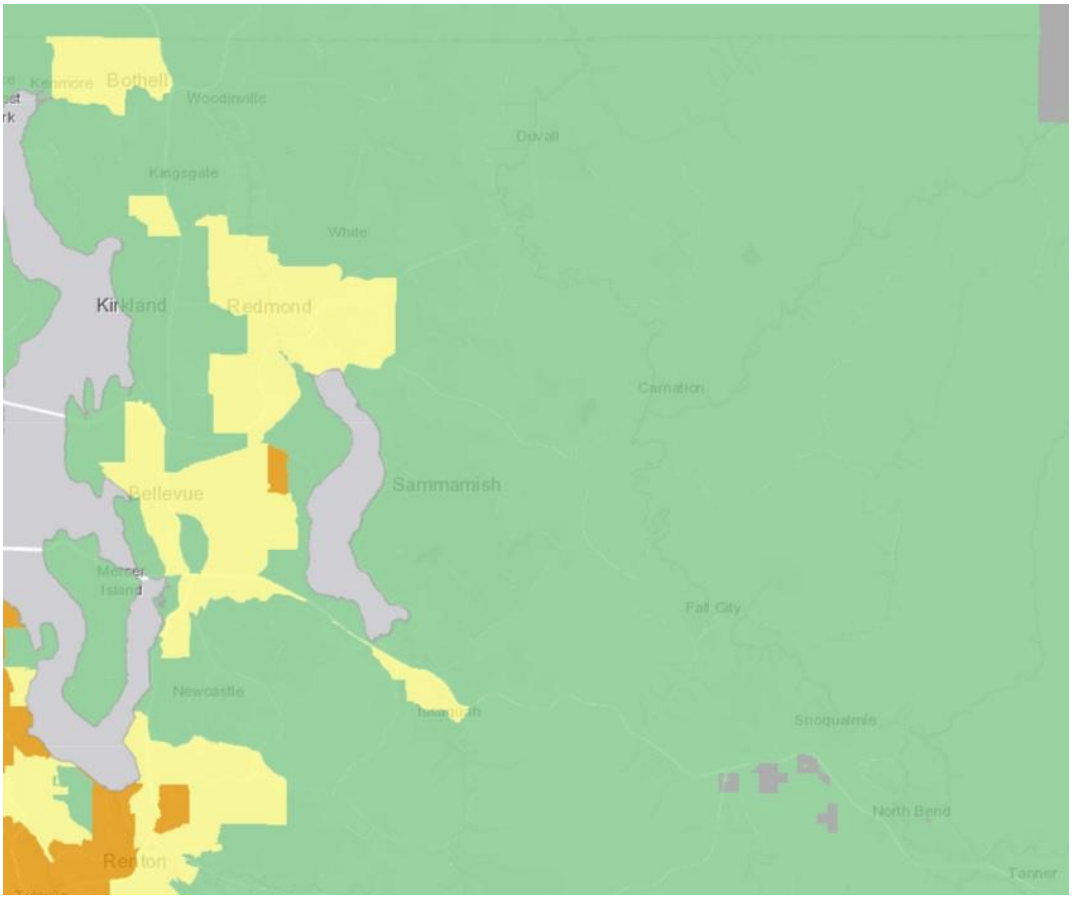


Exhibit 15: Displacement Risk Map



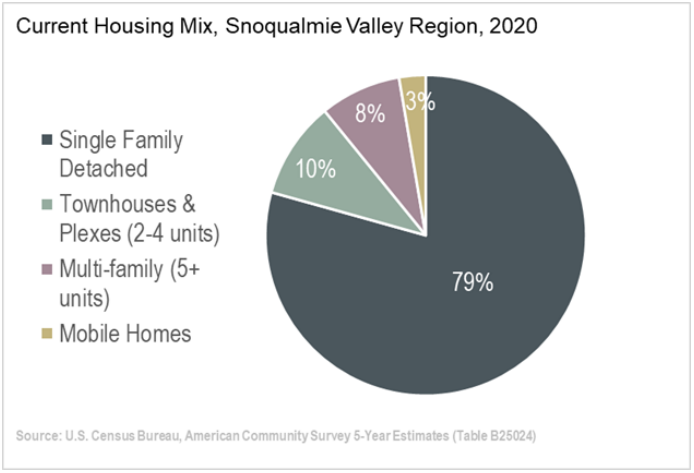
While PSRC indicates that the overall displacement risk in the Snoqualmie Valley region is low, communities that have a relatively high share of poverty and ALICE households, such as North Bend could face greater displacement risk in the future if home prices continue to outpace income levels.

HOUSING CONDITIONS AND NEEDS

Local housing conditions and development trends shed light on housing conditions and demand preferences. In 2020, there were nearly 11,000 exiting housing units within the four Snoqualmie Valley cities (area excludes UGAs outside city limits). Among those, 10,611 units were occupied and 328 were classified as vacant.

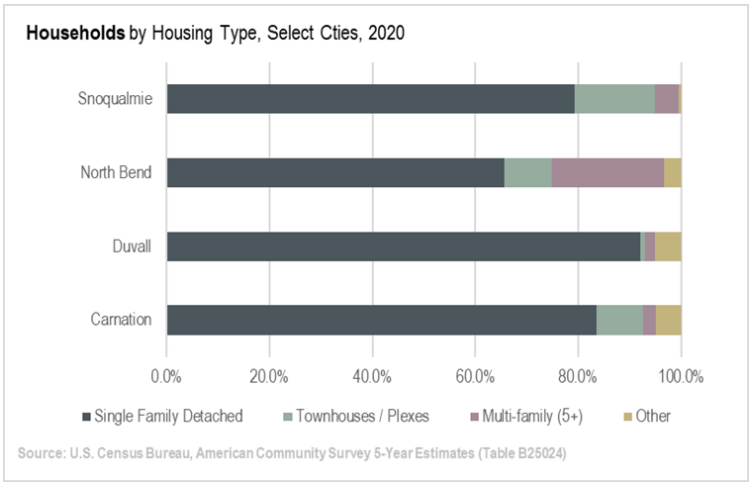
Like most communities in Washington, single-family detached housing is the most prevalent housing type representing 79% of the overall housing mix. As shown in **Exhibit 16**, approximately 10% of the housing inventory includes townhomes and plexes (with 2 to 4 units per structure). Multifamily housing (including apartments and condominiums with 5 or more units per structure) represents approximately 8% of the Region's housing inventory. Mobile homes and manufactured dwellings represent the remaining 3% of the housing inventory.

Exhibit 16: Existing Housing Inventory



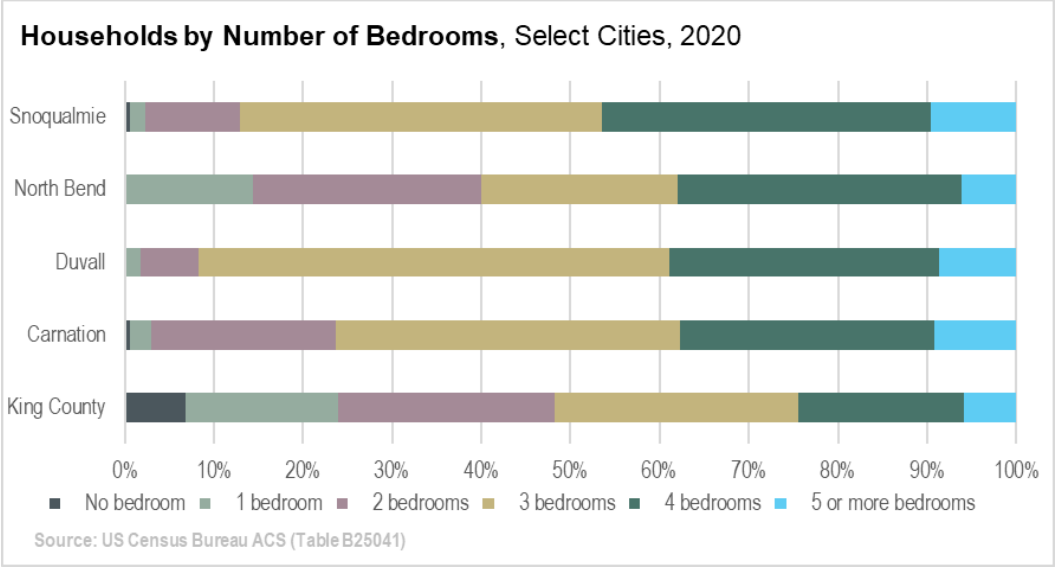
The share of households residing in single family detached dwellings ranges from a low of 66% in North Bend to a high of 92% in Duvall (**Exhibit 17**).

Exhibit 17: Occupied Households by Dwelling Type



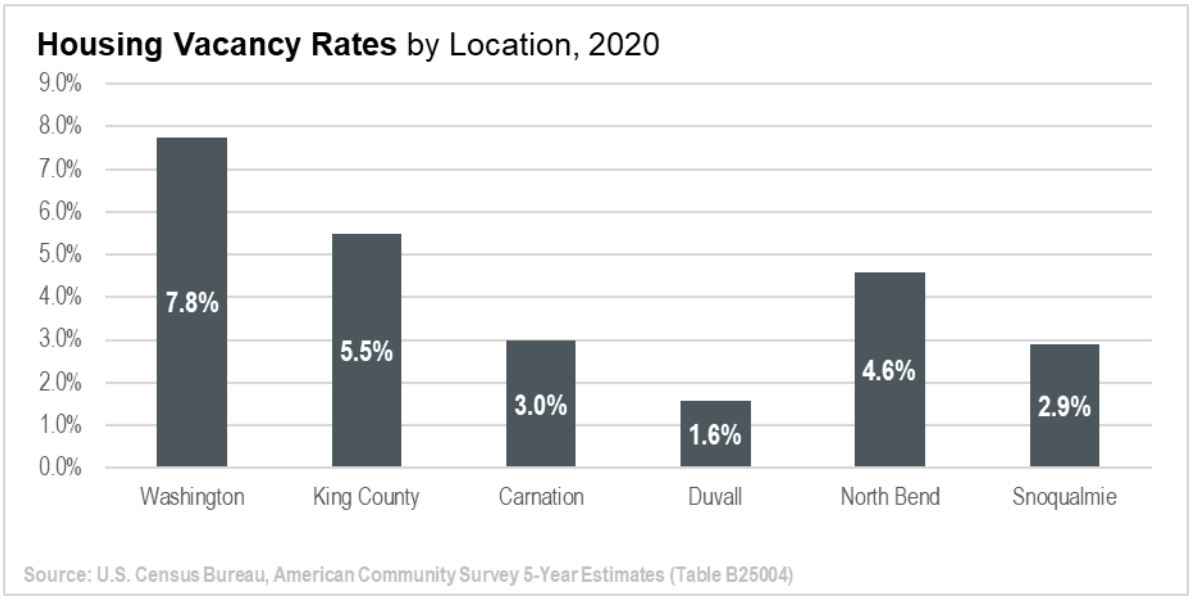
Most the Snoqualmie Valley Region's housing units have between 2 and 4 bedrooms (**Exhibit 18)**.

Exhibit 18: Housing Units by Number of Bedrooms



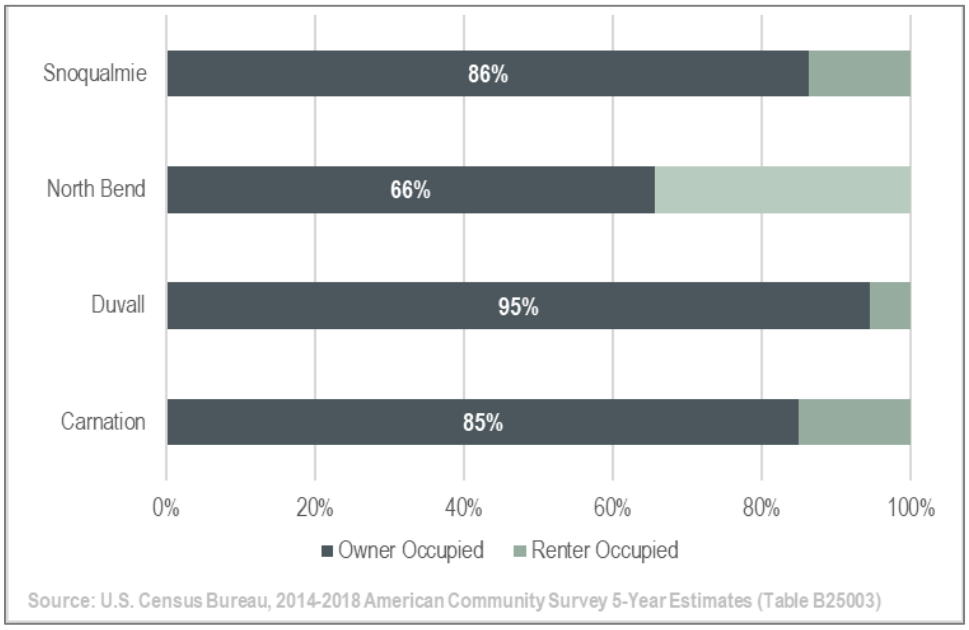
The overall housing vacancy rate within the Snoqualmie Valley Region was approximately 3.1% in 2020 and is reported to be much lower today. The vacancy rate in all the Snoqualmie Valley cities is lower than the county and state averages (**Exhibit 19**). Vacant units would also include short-term rentals and second homes.

Exhibit 19: Vacant Housing Units



Home ownership varies widely within the Snoqualmie Valley Region. Owner-occupied housing units represent between 66% and 95% of the total housing inventory in these four cities while renter-occupied units account for between 5% and 34% of the inventory (**Exhibit 20**).

Exhibit 20: Existing Housing Tenancy, 2020



There are currently six significant government subsidized housing developments within the Snoqualmie Valley Region that offer assisted living arrangements. Using the National Housing Preservation Database tool, these five facilities are listed in **Exhibit 21**.

Exhibit 21: Facilities with Subsidized Dwelling Units

Development Name	Location	Subsidized Units	Total Units
SI View	North Bend	20	20
Sno Ridge Apartments	North Bend	39	40
Cascade Park	North Bend	28	28
Panorama Apartments	Snoqualmie	188	191
Pickering Court	Snoqualmie	30	30
Duvall Family Housing	Duvall	8	8
Total		**313**	**317**

Source: NHPD Mapping Tool

New housing construction activity for each of the four cities within the Snoqualmie Valley Region has resulted in 695 homes being added over the last three years (2019-2021). The most significant level of development activity has been occurring in the cities of North Bend and Duvall (**Exhibit 22**).

Exhibit 22: Recent Home Construction Activity, 2019-2021

Residential New Building Permits Issued: 2019-22	2019	2020	2021
Snoqualmie	4	-	-
Carnation	11	19	17
Duvall	40	208	26
North Bend	85	142	143
Total	140	369	186

Source: Building permit data provided by cities.

HOUSING VALUES AND RENTS

Home values in the Snoqualmie Valley Region have increased significantly in recent years. As indicated in **Exhibit 23**, the median home value in all four cities has increased by over 17% annually over the last two years. Recent home values peaked in July 2022 and began to decline slightly during the remainder of that year as interest rates increased. Currently, the median home sales price in all four cities is now near or above $1,000,000.

Exhibit 23: Home Value Price Index in Select Markets

	Aug-20	Aug-21	Aug-22	Nov-22	Avg. Annual Change %
North Bend	$644,018	$811,441	$965,849	$961,385	19.5%
Carnation	$697,734	$870,365	$1,011,912	$1,000,051	17.3%
Snoqualmie	$751,620	$940,260	$1,131,037	$1,116,641	19.2%
Duvall	$680,957	$850,109	$1,009,828	$990,834	18.1%

Source: Zillow.com; analysis by FCS 1/10/23

By comparing the median household income to the median home price, we can better understand home ownership attainability in the Snoqualmie Valley Region. As shown **Exhibit 24**, a household would need to earn at least 183% of the regional median household income level to be able to "afford" a median priced home of $1,050,000 (assuming they have 10% down payment and allocate no more than 30% of income to housing). Based on current income levels in the Snoqualmie Valley Region, it is estimated that less than one in four households can now afford a median priced home.

Exhibit 24: Home Ownership Attainability Analysis

Snoqualmie Valley Region Housing Attainability	
Regional Median Household Income (2022)*	**$134,600**
Regional Housing Cost (median price, 2022)	**$1,029,657**
Downpayment (@10%)	**$102,966**
Mortgage Amount (Principal and interest only)	**$926,691**
Monthly Housing Payment**	**($6,161)**
Annual Qualifying Income (@30% of income)	**$246,433**
Percent of MHI for qualifying households	**183%**

** based on current U.S. Housing and Urban Development data for FY 2022.*

*** assumes 10% down payment on 30-yr mortgage @ 6.9% APR interest.*

Currently, the HUD fair market rents within King County range from $1,829 for an efficiency unit to $3,446 for a four-bedroom unit, as shown below. Fair market rents have been increasing between 3.6% and 4.6% per year over the past few years.



The median family income (MI) in King County was $113,300, which was high compared with the statewide median family income of $89,800. Housing attainability is typically measured at the following levels:

- Upper income (120% of MI)
- Middle income (80% and 120% of MI)
- Low income (50% and 80% of MI)
- Very-low income (30% and 50% of MI)
- Extremely low income (0% and 30% of MI)

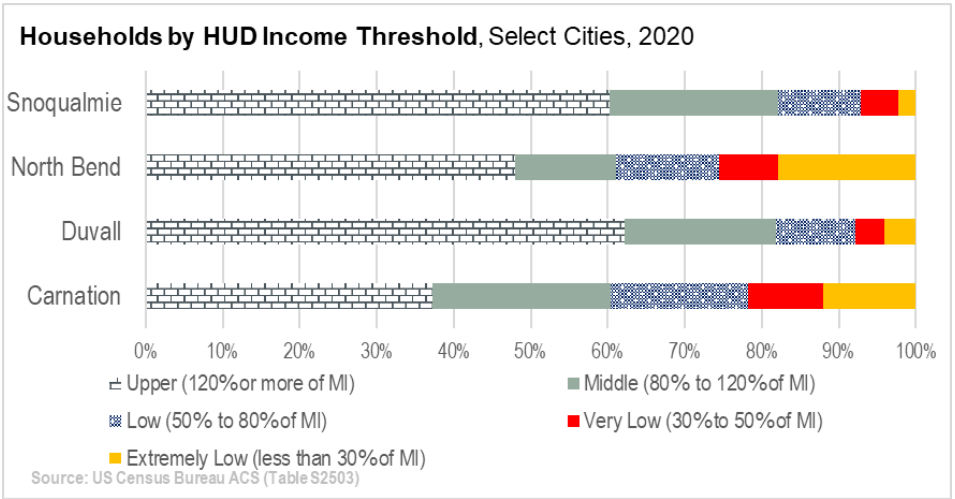
Exhibit 25 depicts HUD qualifying income thresholds for those levels.

Exhibit 25: Median Income Thresholds, King County, 2020

HUD Qualifying Income Level	Lower-end	Upper-End
Upper (120% or more of MI)	$135,960	or more
Middle (80% to 120% of MI)	$90,640	$135,960
Low (50% to 80% of MI)	$56,650	$90,640
Very Low (30% to 50% of MI)	$33,990	$56,650
Extremely Low (less than 30% of MI)	$33,990	or less

Based on these housing thresholds, **Exhibit 26** reflects the share of households that would meet HUD income thresholds within each city. These calculations assume that no more than 30% of income is allocated to housing per HUD standards.

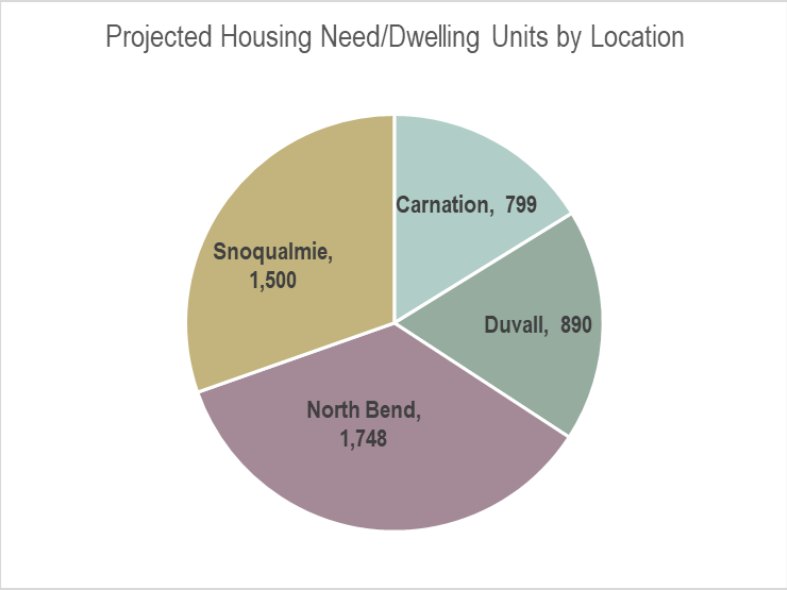
Exhibit 26: Households by Income HUD Income Threshold, 2020



LONG-TERM HOUSING NEEDS

Based on the long-term housing targets that were adopted as part of the 2044 Urban Growth Buildable Land Capacity Report (report by King County dated June 2021) and current housing trends discussed above, the four-city Region has a housing target of adding 4,937 housing units (dwellings) over the 2021–2044-time frame. The allocation of the current housing targets is shown in **Exhibit 27**.

Exhibit 27: Housing Targets by Location, 2021-2044



As a manner of enhancing housing attainability, cities should consider providing opportunities for development of a variety of housing types. If each city in the Snoqualmie Valley Region equally addresses the projected market demand for housing types based on emerging trends and income attainability issues identified herein, the overall housing target in the Region would consist of 3,900 single family dwellings and approximately 1,037 "middle housing" units (**Exhibit 28**). In this HHA document, middle housing is intended to reflect housing types other than single family detached or attached townhomes. For example, this could include opportunities to develop duplexes, apartments, cottages, or accessory dwellings that tend to be more attainable to rent or own.

The forecasts shown in **Exhibit 28** are provided for local consideration only. It is recommended that during the Housing Action Plan phase of work, cities consider how local regulations can be amended to permit (but not require) additional middle housing development to occur.

Exhibit 28: Projected Market Demand by Housing Type

Location	Total	Single Family	Middle Housing
Carnation	799	631	168
Duvall	890	703	187
North Bend	1,748	1,381	367
Snoqualmie	1,500	1,185	315
Total	**4,937**	**3,900**	**1,037**

Review of Housing Capacity Based on Current Zoning

The *Urban Growth Buildable Land Capacity Report* (BLR) by King County dated June 2021 provides 2044 housing and employment capacity targets for each city. In addition to the housing targets, the report provides an analysis of the land capacity for each city (see **Exhibit 27**).

The land use analysis identified below is intended to enable each City within the Snoqualmie Valley Region to provide sufficient "zoned" land capacity for new development over the next 20+ years (by year 2044). The recommended growth targets provide a context for complying with the PSRC VISION 2050 and the King County BLR.

The growth targets indicate the amount of growth each jurisdiction is expected to plan for in its comprehensive plan. The process for complying with these growth targets provides flexibility for jurisdictions in interpreting the regional growth strategies and must consider local input on the community vision, market conditions, and infrastructure investments.

As shown in **Exhibit 29,** the 2044 housing target for the four-cities combined is 4,937 net new dwellings. After accounting for development that has been identified in the planning pipeline (2,498 dwellings (includes revisions to reflect recent pipeline developments in the City of Snoqualmie), the four cities combined have the current planned capacity to accommodate another 4,937 dwelling units.

While these findings demonstrate an overall housing capacity surplus for the region, these findings also indicate that there is likely to be a housing capacity shortfall (based on current zoning for remaining buildable land area) for the cities of Carnation and Snoqualmie. More detailed findings for each city are described in the following sections.

Exhibit 29: 2044 Targets and Capacity, Snoqualmie Valley Cities

	Units in Pipeline	Remaining Capacity	Total Capacity	2044 Housing Target	Surplus (Deficit)
King County	43,561	362,563	406,124	307,277	98,847
Snoqualmie	421	167	588	1,500	(912)
Carnation	223	481	704	799	(95)
Duvall	647	696	1,343	890	453
North Bend	1,207	891	2,098	1,748	350
Four-city Region	2,498	2,235	4,733	4,937	(204)

***Source**: June 2021 King County Buildable Lands Report; with updates to the "pipeline projects" by city planning staff as of 3/20/2023.*

It should be noted that the findings contained in this Regional Housing Needs Analysis are based on current planning assumptions and state requirements as of November 2022, and do not reflect any additional housing requirements that may result from implementation of pending King County Affordable Housing Task Force recommendations per House Bill 1220 for affordable housing.

Carnation

As shown below in **Exhibit 30**, Carnation has a 2044 housing target of 799 net new dwellings. The city has 223 net new units in the pipeline between January 1, 2019, and June 2022. After subtracting the committed lands, Carnation has remaining housing capacity for about 480 dwelling units. This results in a projected capacity shortfall of approximately 95 dwelling units under current zoning.

Remaining uncommitted residential land is mostly in low- and medium-density zoning. It is recommended that the City explore various policy and code amendments such as some limited up-zoning or minimum densities in Planned Unit Developments to address the housing shortfall.

Exhibit 30: 2044 Targets and Capacity, City of Carnation, 2022 est.

	Net Buildable Acres	Net Capacity	Assummed Achieved Density
Very Low	2.2	1	3.9
Low	13.5	84	5.2/9.7
Medium Low	29.1	396	12.0/17.0
Medium High	-	-	-
High	-	-	-
Total	44.8	481	-

2044 Target	Units in Pipeline	2044 Target Less Units in Pipeline	Remaining Capacity	Net Deficit/ Surplus
799	223	576	481	(95)

***Source**: June 2021 King County Buildable Lands Report*

Duvall

As shown below in **Exhibit 31,** Duvall has a 2044 housing target of 890 net new dwellings. The city has 647 units in the pipeline since January 1, 2019. After subtracting committed lands, Duvall has a remaining capacity for about 696 dwelling units. This results in a potential housing capacity surplus of about 450 units.

Remaining uncommitted residential land is mostly in the lower density zones. There is no expected housing shortfall to rectify currently.

Exhibit 31: 2044 Targets and Capacity, City of Duvall, 2022 est.

	Net Buildable Acres	Net Capacity	Assummed Achieved Density
Very Low	31.8	70	3
Low	56.2	237	4.5/8.0
Medium Low	23.2	389	12.0/21.0
Medium High	-	-	-
High	-	-	-
Total	111.1	696	-

2044 Target	Units in Pipeline	2044 Target Less Units in Pipeline	Remaining Capacity	Net Deficit/ Surplus
890	647	243	696	453

***Source** : June 2021 King County Buildable Lands Report*

North Bend

As shown below in **Exhibit 32**, North Bend has a 2044 housing target of 1,748 net new dwellings. The city has 1,207 units in the pipeline since January 1, 2019. After subtracting the committed lands, North Bend has remaining housing capacity for 891 dwelling units. This results in a potential housing capacity surplus of 350 dwelling units.

While there is no expected housing shortfall to rectify, the city could explore ways to create additional "middle housing" development opportunities for housing types, such as townhomes and duplexes which are more attainable for owners and renters than single family detached homes.



Recent mixed-use development in North Bend with housing above commercial

Exhibit 32: 2044 Targets and Capacity, City of North Bend, 2022 est.

	Net Buildable Acres	Net Capacity	Assummed Achieved Density
Very Low	59.0	62	2.0
Low	65.3	188	4
Medium Low	27.4	414	15.0/21.0
Medium High	7	227	32
High	-	-	-
Total	159.1	891	-

2044 Target	Units in Pipeline	2044 Target Less Units in Pipeline	Remaining Capacity	Net Deficit/ Surplus
1,748	1,207	541	891	350

***Source**: June 2021 King County Buildable Lands Report*

Snoqualmie

As shown below in **Exhibit 33,** Snoqualmie has a 2044 target of 1,500 net new dwellings. The city has 421 dwelling units in the pipeline as of January 10, 2023. After accounting for development in the planning pipeline (421 dwellings) and future capacity on remaining buildable lands (696 dwellings), Snoqualmie has a remaining housing capacity shortfall of 912 units.[2]

It is likely that annexations will be necessary to fully accommodate the planned housing capacity shortfall. Hence, it is recommended that the city consider new polices that would guide future growth and development. This would entail an UGA alternatives analysis, transportation and water/sewer master planning and planned action EIS to fully address the 2044 growth targets.

Exhibit 33: 2044 Targets and Capacity, City of Snoqualmie, 2022 est.

	Net Buildable Acres	Net Capacity	Assummed Achieved Density
Very Low	6.7	1.0	0
Low	6.7	27.0	4
Medium Low	-	-	-
Medium High	-	-	-
High	1	139	130
Total	14.5	167	-

2044 Target	Units in Pipeline*	2044 Target Less Units in Pipeline	Remaining Capacity	Net Deficit/ Surplus
1,500	421	1,079	167	(912)

***Source**: June 2021 King County Buildable Lands Report; with updates to the "pipeline projects" by city planning staff as of 3/20/2023.*

[2] Current estimates for planning pipeline housing are based on the *2021 King County Buildable Land Report (BLR*) finding (204 units) plus additional development being planned on tax lots not included in the vacant land estimates contained in the BLR (217 units). Additional pipeline development projects reflect the following:
Timber Trails (aka Snoqualmie Ridge II Plat 30, on Parcel S-14): 46 lot townhome subdivision;
The Rails: 11-unit mixed-use building (apartments over retail/office);
Snoqualmie Mill: Up to 160 multifamily units. Under the development agreement, this would include either 10% of the units @ 80% AMI and 12% @ 60% AMI (if the Council adopts an MFTE program), OR 15% @ 80% AMI (if the Council does not adopt an MFTE program).

POLICY CONSIDERATIONS

Cities have a wide range of latitude in how they address housing needs. There are a number of local policy measures and financial incentives that can be considered to help address the need for low-income households. A list of various funding resources available to local jurisdictions and non-profit housing developers is provided in **Exhibit 34. Appendix A** includes a list of land use policies used in WA state to encourage housing production. Such policies will be further evaluated and discussed during the next phase of work on the Housing Needs Assessment.

Exhibit 34: Affordable Housing Programs in Washington

Funding Source	Funding Focus	Required Use of Funds	Income Restrictions
Low Income Housing Tax Credits (LIHTC)	Affordable Housing & Homelessness	Creation of new units	60% of the Area Median Income (AMI) or below
Washington State Housing Trust Fund	Affordable Housing & Homelessness	Preservation, creation of new units, and supportive services	80% of the AMI or below with special focus on those at 30% of AMI or below
State Authorized Sales Tax	Affordable Housing	Development of new units & housing-related services	60% of the AMI or below
Housing Choice Voucher (Section 8)	Affordable Housing	Subsidizing rents	50% of the AMI or below
Community Development Block Grants (CDBG)	Affordable Housing	Renovations to housing stock & affordable home ownership opportunities	80% of the AMI or below
HOME Investment and Partnership Program	Affordable Housing	Development and maintenance of affordable units, subsidized rents	50% of the AMI or below
Affordable Housing Property Tax Levy	Affordable Housing	Programs identified in local affordable housing plans	50% of the AMI or below
HB 1406 Funds	Affordable Housing	Local investments in affordable housing	60% of city median family income
HUD Continuum of Care Program	Homelessness	Housing and wrap-around services for the homeless	N/A
Document Recording Fees	Homelessness	Development of homeless housing units, homelessness prevention activities	N/A
Mental Illness and Drug Dependency Tax	Homelessness	Housing and wrap-around services for mentally ill or drug addicted residents	N/A
Real Estate Excise Tax (REET)	Affordable Housing & Homelessness	Development, planning, property acquisition, maintenance of affordable housing, especially for the homeless	N/A
Lodging Tax (Hotel/Motel Tax)	Workforce Housing	Paying down debt issued to fund transit adjacent workforce housing.	N/A
Public Private Partnerships	Workforce Housing & Business Development	Usually entails private construction of housing or commercial on public land	Varies

Source: Association of Washington Cities and Muncipal Research Service Center; and FCS GROUP.

During the next work phase, each city will evaluate their current land use regulations and consider actions they can take to help lower barriers to providing a wider mix of housing in their communities. A list of potential policy measures is provided in **Appendix A**.

Resources for affordable housing are listed in **Appendix B**.

APPENDIX A: LIST OF HOUSING POLICY MEASURES AVAILABLE IN WA STATE

Action Number	Description
Revising Zoning Strategies	
Z-1: Reduce Minimum Lot Sizes	Amend lot characteristic standards, such as setback requirements, lot size averaging, etc. to remove barriers to the development of a wider range of housing.
Z-2: Require a Minimum Density	Create a minimum density standard in all residential zones. Example: minimum density standard of at least 70% of maximum density permitted in any residential zone.
Z-3: Up-zoning	Develop criteria and a process for identifying land to up-zone (or rezone) to meet the deficit of land for multifamily development. The criteria may include considerations of location, transportation access, access to and capacity of infrastructure, site size, development constraints, and other relevant criteria.
Z-4: Increase Building Height	Evaluate removing maximum density standards and building height limitations.
Z-5: Integrate or Adjust FAR Standards	Floor area ratio (FAR) is the ratio of a building's total floor area (gross floor area) to the size of the piece of land upon which it is built. Since FAR focuses entirely on building massing, it is often seen as a viable alternative to density regulations (maximum number of lots or dwelling units per acre) in multifamily and mixed-use zones.
Z-5a: Increase Allowed Housing Types	Encouraging a larger variety of housing types including plexes and smaller scale multifamily development.
Z-6a: Cottage Housing	Allow cottages to be developed in clusters with shared central amenities (such as open spaces) to allow for the development of small single-family detached housing.
Z-6b: Duplexes, Triplexes and Fourplexes	Allow triplexes and quadplexes in single-family zones, using a form-based code approach to regulate the development of these units.
Z-6c: Townhouses	Allow townhomes in single-family zones, using a form-based code approach to regulate the development of these units.
Z-6d: Courtyard Apartments	Allow courtyard apartments in single-family zones, using a form-based code approach to regulate the development of these units.
Z-6e: Micro-housing	Allow micro-housing in single-family zones, using a form-based code approach to regulate the development of these units.
Z-7: Increase or Remove Density Limits	Evaluate removing maximum density standards.
Z-8: Revise ADU Standards	Evaluate changing development standards for accessory dwelling units, including changing the size limit.
Z-9: Offer Density and/or Height Incentives for Desired Housing	Density bonuses for development of deed-restricted affordable housing.

Additional Regulatory Standards	
R-1: Reduce Off-Street Parking Requirements	Evaluate reductions to off-street parking requirements for multifamily housing, including housing serving seniors and other populations that may have lower car ownership.
R-2: Relax Ground Floor Retail Requirements	Relax or eliminate requirements for ground floor retail in mixed use developments.
R-3: Reduce Setbacks, Lot Coverage and/or Impervious Standards	Amend lot characteristic standards, such as setback requirements, lot size averaging, etc. to remove barriers to the development of a wider range of housing.
R-4: Adopt Design Standards	Communities adopt design standards on a neighborhood or citywide basis to promote design consistent with their vision. Design standards in themselves do not create additional housing but are helpful to assist new forms or high-density housing fit in communities.
R-5: Use a Form-Based Approach	Adopt a form-based code approach to regulate the development of small apartments, cottages, tiny houses, and desired multifamily housing types in more zones.
R-6: PUD/PRD and Cluster Subdivisions	Identify opportunities to streamline the process and standards for designing and approving planned developments
R-7: Manufactured Home and Tiny House Communities	Manufactured homes must be allowed on all single-family lots and must not be regulated differently than site-built housing, but jurisdictions may require certain standards.
Economic Displacement Mitigation Strategies	
ED-1: Community Land Trusts	A community land trust (CLT) is a non-profit organization, owned by a collective of community members, which buys and holds land within a neighborhood. It may raise funds through public or private sources to build structures on this land to be used for community purposes or to be sold to low- or moderate-income residents.
ED-2: Need-based Rehabilitation Assistance	Need-based rehabilitation assistance helps low-income, disabled, or senior residents make needed home repairs and safety upgrades by offering favorable financing terms or time-limited tax abatements to qualified homeowners.
ED-3: Down Payment Assistance	Down payment or assistance programs proactively address barriers to home ownership by offering no-interest or low-interest capital for qualified buyers.
ED-4: Property Tax Assistance Programs	Provide limited property tax exemption for low-income households.
Cultural Displacement Mitigation Strategies	
CD-1: Grants/Loans to Directly Support Small Businesses	Washington state law establishes local governments' authority to support businesses by using a variety of programs.
CD-2: Financing Ground Floor Commercial	Cities and counties can use federal and private funds to finance ground floor commercial space.
CD-3: Preservation Development Authorities (PDA) and Ports	PDAs, as quasi-public corporations, serve and are accountable to the public and administer public funds, while having the flexibility of a corporation. PDAs are particularly useful for developing and maintaining the ground floor space for commercial and arts activities and leasing to businesses and nonprofits.
CD-4: Commercial Community Land Trust	Nonprofit corporations secure and maintain access to land for public benefit, in this case, to preserve affordable commercial space.

CD-5: Community Benefits/Development Agreements	Development agreements, or community benefits agreements, are voluntary, negotiated contracts between a developer and a city/county that specify the public benefits the development will provide and each parties' responsibilities. They can achieve affordable housing, affordable commercial space, community gathering space and other public amenities
CD-6: Micro-retail and Flexible Cultural Space Design	Preservation of existing affordable space is typically most effective for maintaining affordability, but if you must build new or adapt a space, design the ground floor with nontraditional commercial uses in mind.
CD-7: Business Incubators, Co-working Spaces and Artisan/Makers Spaces	These types of shared workspaces allow businesses, artists/artisans, and nonprofits to pool resources in a shared space and spark collaboration.
Urban Planning Procedures	
P-1: SEPA Threshold Exemption	Flexible thresholds in SEPA rules allow local governments to increase the number of dwelling units exempt from SEPA review.
P-2: SEPA Infill Exemption	RCW 43.21C.229 allows a city or county planning under GMA to adopt an infill exemption if the comprehensive plan was already subject to environmental analysis through an environmental impact statement (EIS).
P-3: Subarea Plan with Non-Project EIS	A sub-area plan can attract higher density housing to a community that desires to increase development in its urban center or by a major transit stop.
P-4: Planned Action EIS	A community planning under GMA can develop a planned action EIS or threshold determination18 to facilitate development consistent with local plans and mitigation measures (see more under "When and Where Applicable").
P-5: Protection from SEPA Appeals on Transportation Impacts	RCW 43.21C.500 provides an option to protect SEPA decisions from appeal for impacts to transportation elements of the environment when the approved residential, multifamily or mixed-use project in a GMA city or town is consistent with the locally adopted transportation plan, subject to locally adopted impact fees, and If Washington State Department of Transportation (WSDOT) determines the project would not present significant adverse impacts to the state-owned transportation system.
P-6: Permitting Process Streamlining	Providing an efficient, predictable, and user-friendly permitting process can encourage new housing construction by reducing potential confusion or perception of risk among developers as well as lowering their administrative carrying costs.
P-7: Subdivision Process Streamlining	Identify opportunities to streamline the process and standards for designing and approving subdivisions.
Affordable Housing Development Incentives	
A-1: Multifamily Tax Exemption	Provide limited multifamily tax exemptions to incentivize the development of higher density housing
A-2: Density Bonuses for Affordable Housing	Density bonuses for development of deed-restricted affordable housing.
A-3: Alternative Development Standards for Affordable Housing	Relax development regulations in return for affordable housing development as an incentive. (ex. reduce minimum parking requirements (see R-1 Reduce Off-Street Parking) for projects that include affordable housing.)
A-4: Fee Waivers for Affordable Housing	Waiving some, or all, fees (ex. impact fees, utility connection fees and project review fees) for income-restricted units can be a valuable incentive for encouraging the creation of income-restricted affordable units.

A-5: Inclusionary Zoning	Requires a portion of the units within a new development be set aside as affordable housing. This tool will often be combined with property tax exemptions, fee waivers, or development bonuses to offset the cost of affordable housing units. Careful consideration should be employed when enacting inclusionary zoning. Note: A number of studies, including those analyzing the IZ Ordinance in Portland, have shown that IZ suppresses, rather than increases, the creation of new housing. If IZ is proposed, the financial components need to be calculated to ensure that the inclusionary rate is not too high for the offsets provided and that overall housing production increases as a result
Funding Options for Affordable Housing Development	
F-1: Local Option Taxes, Fees, and Levies	Jurisdictions may provide direct project funding, through grants or loans, to encourage the production of income-restricted affordable housing (ex. local housing tax levy, sales and use tax, Real Estate Excise Tax (REET2)).
F-2: Local Housing Trust Fund	Create affordable housing fund to accumulate and dedicate funding for housing purposes.
F-3: "Found Land": Surplus Land and Other Opportunities	Local agencies my designate surplus property for housing and mixed-use development that includes an affordable element.
F-4: Partner with Local Housing Providers	A partnership with a housing nonprofit can be established to acquire naturally occurring affordable housing such as foreclosures and expansion of vacant property registration program for housing rehabilitation or purchase.
Other Strategies	
0-1: Strategic Infrastructure Investment	Ensure that the City's Capital Improvement Plan includes funding for infrastructure improvements and maintenance necessary to support residential development.
0-2: Simplify Land Use Designation Maps	One way to make it easier to amend zoning and encourage a variety of housing types is to simplify the land use map and the implementing zoning map.
0-3: Local Programs to Help Build Missing Middle Housing	Offer homeowners a combination of financing, design, permitting or construction support to build ADUs or to convert a single-family home into a duplex, triplex or fourplex where those housing types are authorized. The idea is that a city may help property owners by identifying lenders, providing stock designs, and helping property owners develop housing.
0-4: Strategic Marketing of Housing Incentives	Actively promoting the type of development, the community desires can include communicating the intention for new and innovative affordable housing, defining the benefits and development potential within the community, and collecting data that helps to tell the story and addresses perception issues.
0-5: Temporary Emergency Housing	Review the local demographics for the lowest income segments and assess strategies to plan for those. Are regulations needed to ensure this housing is safe and healthy? Do they respond to strategies in countywide plans for reducing homelessness?
Strategies to Mitigate Physical Displacement	
PD-1: Strategic Acquisition and Financing of Existing Multifamily Development	To better retain affordable housing, cities, counties, and housing authorities can catalog naturally occurring affordable housing and housing with income restrictions or covenants that are about to expire.

PD-2: Support Third-party Purchases of Existing Affordable Housing	Using public resources to empower trusted institutions can preserve or create affordable housing and space for community-serving organizations and businesses.
PD-3: Notice of Intent to Sell/ Sale Ordinance	A “Notice of Intent to Sell” ordinance requires owners of multifamily buildings to provide official notification to tenants and local housing officials. The notice gives public authorities the opportunity to plan for a potential purchase in the interest of preserving housing that serves low- or moderate-income residents.
PD-4: Foreclosure Intervention Counseling	Foreclosure intervention counselors serve as intermediaries between homeowners and financial institutions to advocate for at-risk homeowners in need of budgeting assistance, refinanced loan terms or repaired credit scores. Cities can use affordable housing funds to support these programs.
PD-5: Mobile Home Park Preservation and Relocation Assistance	The Washington State Department of Commerce offers a manufacture/mobile home relation assistance program that provides financial resources to assist displaced residents, particularly those who meet low-income thresholds.
PD-6: Mobile Home Park Conversion to Cooperative	The Washington State Housing Finance Commission, in partnership with Resident Owned Communities (ROC) Northwest and ROC USA, offers the financial tools and expert guidance for manufactured-housing (“mobile-home”) communities to become self-owned cooperatives.
PD-7: Tenant Relocation Assistance	Local governments, authorized by WAC 365-196-835 and detailed in RCW 59.18.440, can pass an ordinance that requires developers, public funds, or a combination of the two to provide relocation funds for those displaced by development of new housing in upzoned areas.
PD-8: Just Cause Eviction Protections	Local jurisdictions can pass just cause eviction protections that mandate that proprietors provide tenants a legally justifiable reason when being asked to vacate.
PD-9: "Right to Return" Policies for Promoting Home Ownership	A "right to return" policy works to reverse the effects of past physical displacement by providing down payment assistance for first-time homebuyers who can prove that they have been victims of displacement. Programs may prioritize cases of displacement by direct government action.
PD-10: Regulation Short-term Rentals	A first step is to track STR activity by requiring registration and reporting from owners of these units. Policy regulations should prioritize actions that reduce the likelihood of converting long-term rentals into STRs.

APPENDIX B. RESOURCES FOR AFFORDABLE HOUSING

Agency	Program	Description
Washington State Department of Commerce (Commerce)	Housing Trust Fund	Provides state and federal funds for affordable housing construction and preservation. HOME Investment and Partnership Program funds are also awarded through the Housing Trust Fund Process.
Commerce	Connecting Housing to Infrastructure Program (CHIP)	The program helps affordable housing projects connect to water, sewer, and stormwater infrastructure by paying for waived connection fees, the infrastructure to connect to regional water, sewer, or stormwater systems, or for on-site stormwater facilities. Up to $1M in funding per project. Applications outside Seattle/King County are given priority.
Commerce	Weatherization	Commerce contracts with local agencies that weatherize low-income homes and apartments.
Commerce	Washington (WA) Foreclosure Fairness Program	Provides homeowner foreclosure assistance for offering free housing counseling, civic legal aid, and foreclosure mediation.
Commerce	Mobile/ Manufactured Home Relocation Assistance Program	Reimburses costs of mobile and manufactured home relocation up to $7,500 for a single-section home and $12,000 for a multi section home. Also reimburses for demolition, removal, and down payment for another manufactured home.
Commerce	Consolidated Homeless Grant (CHG)	The CHG provides resources to fund homeless crisis response systems to support communities in ending homelessness. Grants are provided to local governments and nonprofits. Funding is from document recording fees authorized through the Homeless Housing and Assistance Act.
Commerce	Brownfield Revolving Loan Fund (BRLF)	Provides technical assistance and low interest loans for cleanup activities on contaminated properties for redevelopment activities, including affordable housing development.
WA Department of Archeology and Historic Preservation (DAHP)	Federal historic tax credit program	A 20% Federal income tax credit on the qualified amount of private investment spent on certified rehabilitation of a National Register listed historic buildings.
Washington State Housing Finance Commission (WSHFC)	Low Income Housing Tax Credits (LIHTC)	The nine percent Low-Income Housing Tax Credit Program (LIHTC) allocates federal income tax credit to developers to encourage the construction and rehabilitation of affordable multifamily housing. Housing credit is allocated through an annual competitive process in which projects are evaluated and scored according to the Commission's established criteria.
WSHFC	Multifamily bond programs	Multifamily Housing Bonds with 4% Low Income Housing Tax Credit provides access to bond and tax credit financing for affordable housing developers.

WSHFC	Bond financing for non-profit facilities	Helps 501(c)(3) nonprofits save money through lower-interest loans for construction, capital improvements and equipment.
WSHFC	Manufactured home community investment program	The Commission helps preserve manufactured home communities by allowing them to purchase and manage their communities.
WSHFC	Land acquisition (for housing non- profits)	The Land Acquisition Program assists eligible nonprofit organizations in Washington state to purchase land suited for either multifamily or single-family affordable housing development.
WSHFC	Home mortgage loan programs	The Commission currently operates two mortgage loan programs: Home Advantage and House Key Opportunity and eleven down payment assistance programs. The Commission works through a network of participating lenders who originate and close the loans.
WSHFC	Down payment assistance	Programs vary, but the Commission offers down payment assistance loans for homebuyers who use the Commission's programs.
WSHFC	Homeowner-ship education programs	Through local partnerships, WSHFC helps homebuyers learn how to purchase and maintain a home. Commission-sponsored homebuyer education seminars are free; open to the public; and include information about the Commission's first mortgage programs, down payment assistance, and other loan programs. Seminars are accepted by all affordable housing loan programs as meeting or exceeding educational requirements.
WSHFC	Sustainable Energy Programs	The Commission offers several ways to affordably develop energy-efficient buildings, upgrade existing buildings and create or conserve energy. Smaller loans are available through the Energy Spark home loan program. The Sustainable Energy Trust (SET) provides low interest loans for energy efficiency or renewable energy projects and a tax-exempt or tax credit bond for larger projects (over $1 Million).
US Department of Housing and Urban Development (HUD)	Section 8, Public Housing	The "Section 8" housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own housing, including single family homes, townhouses, and apartments. Public (site-based) housing provides decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single-family houses to high rise apartments for elderly families.

HUD	Home Rehabilitation Loan Program (HRLP) (2018)	Provides deferred loans to rural, low-income households that need repairs and improvements on their primary residence for health, safety, or durability. Funding for the loan program comes from the Washington Capital Budget.
HUD	Continuum of Care (CoC) Program	The CoC program provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families.
HUD	Emergency Solutions Grants (ESG)	Grants of federal funds to provide street outreach, emergency shelter, rental assistance, and related services.
HUD	Section 811 Project Rental Assistance (PRA) demonstration	Federal funds provide project- based rental assistance. The program creates collaboration between Commerce and Department of Social and Health Services (DSHS) that will increase rental housing units for persons with disabilities by integrating Section 811 PRA assisted units within existing, new, or rehabilitated multifamily properties.
HUD	Tenant-Based Rental Assistance (TBRA)	Uses federal funds to support communities providing utility, deposit, and ongoing rental assistance. Eligible households are referred to TBRA through local coordinated entry systems.
HUD	Community Development Block Grant (CDBG)	Provides federal funds for the following activities: housing rehabilitation, homeownership assistance, local connections to sewers and affordable housing plans. Can NOT fund new housing construction but can fund infrastructure in support of new affordable housing.
HUD	Indian Community Development Block Grant (ICDBG) Program	Provides direct grants for use in developing viable Indian Communities, including decent housing, a suitable living environment and economic opportunities, primarily for low- and moderate-income persons.
US Department of Agriculture (USDA) Rural Development	Single Family Housing Guaranteed Loan Program	Assists approved lenders in providing loans to low- and moderate-income households for adequate, modest, decent, safe, and sanitary dwellings as their primary residence in eligible rural areas. The program provides a 90% loan note guarantee to approved lenders to reduce the risk of extending 100% loans to eligible rural homebuyers.
USDA Rural Development	Single Family Housing Direct Home Loans (Section 502 Direct Loan Program)	This program, also known as the Section 502 Direct Loan Program, assists low- and very- low-income applicants to obtain decent, safe, and sanitary housing in eligible rural areas by providing payment assistance to increase an applicant's repayment ability. Payment assistance is a type of subsidy that reduces the mortgage payment for a brief time. The amount of assistance is determined by the adjusted family income.
USDA Rural Development	Single Family Housing Repair (Section 504 Home Repair) Loans and grants	This program provides loans to very-low-income homeowners to repair, improve or modernize their homes, or grants to elderly very-low-income homeowners to remove health and safety hazards.
USDA Rural Development	Rural Community Development Initiative (RCDI) Grants	RCDI grants are awarded to help support housing, community facilities and community and economic development projects in rural areas. Can be used to provide training, such as homeownership education, or technical assistance, such as strategic plan development.

Community Development Financial Institution	New Market Tax Credit Program	Permits taxpayers to receive a credit against federal income taxes for making qualified equity investments in designated Community Development Entities (CDEs) in low-income communities. All the qualified equity investments must in turn be used by the CDE to provide investments in low- income communities. Investors may not redeem their investments in CDEs prior to the conclusion of the seven-year period.
Rural Community Assistance Cooperation (RCAC)	Housing Development (non-profits)	RCAC provides support to develop rental or for sale affordable housing and community facilities in the rural west. Support includes technical assistance in LIHTC, USDA Rural Development 515, 514/516, HOME, CDBG, AHP, tax-exempt bonds, state housing trust funds, project-based Section 8, local and state resources, and conventional financing
RCAC	Section 523 Mutual Self-Help Housing	Low-income borrowers work together under the guidance of a non-profit public housing entity (self-help grantee) to build each other's homes. With a construction supervisor on site, building groups perform at least 65% of the construction work required (known as "sweat equity"). In most cases, the grantee also manages the construction loans, develops the building site, provides homeownership training, offers building plans, qualifies the borrower for his/her mortgage and markets the program in the service area.
Local	Sales and use tax for affordable housing	A local vote, or council approval (as of 2020), would authorize a local sales and use tax of up to 0.1 percent per dollar spent. Funds must be used for construction of affordable housing or behavioral health- related facilities for named groups with incomes of 60% or less of county median income.
Local	Free or discounted public land	Public agencies (local government or utility) can discount or gift land they own for "public benefit," defined as affordable housing for households up to 80% AMI.
Local	Affordable housing property tax levy	A local vote may authorize a levy of up to $0.50 per $1,000 assessed value for up to ten years to finance affordable housing for very low-income households (equal to or under 50 % AMI). Must declare an affordable housing emergency and have an affordable housing financing plan. Program was expanded in 2020 to allow the use of revenues to include affordable homeownership, owner-occupied home repair, and foreclosure prevention programs for "low-income" households up to 80% of median income.
Local	Affordable and Supportive Housing Sales and Use Tax	RCW 82.14.540 created a revenue-sharing partnership between the state and counties and cities for affordable and supportive housing investments. It authorized a local sales tax option that is a credit against the state sales tax rate of 6.5%. Housing and services may be provided only to persons whose income is at or below 60% of the median income of the city or county imposing the tax.
Local	Sales and Use Tax for Chemical Dependency, Mental Health Services or Therapeutic Courts	RCW 82.14.460 authorized counties to levy a one-tenth of one percent sales and use tax to fund new mental health, chemical dependency, or therapeutic court service. Any county may impose a mental health and chemical dependency sales tax up to 0.1% for mental health and drug treatment purposes.

Local	Real Estate Excise Tax 2 (REET 2)	A 0.25% REET which may be imposed by any city, town or county fully planning under the Growth Management Act (GMA), to be used for "capital projects" specified in the capital facilities plan element of the jurisdiction's comprehensive land use plan, including affordable housing projects through January 1, 2026. Jurisdictions may only use a portion of REET funds on affordable housing.
Local	Impact fee waivers	Impact fee waiver for up to one of fees for permanently restricted affordable housing (for rental or purchase) for households earning less than or equal to 80% AMI. 80% may be waived; but if 100% of fees are waived, 20% must be paid with other public money. A school district receiving impact fees must approve any exemption.
Local	Multifamily tax exemption program	12-year property tax exemption on the value of improvements for 4+ new or rehabilitated, rental or ownership housing units if at least 20% of units are affordable to households earning 115% AMI or less. Must define a "residential targeted area" within an urban center within which the exemption would apply.
Local	Fee waivers for water or sewer connection	Waiver or delay of tap-in charges, connection, or hook-up fees for low-income persons for water, sanitary or storm sewer, electricity, gas, or other utility.
Local	Sewage and solid waste fees	Assistance for sewer and solid waste fees.
Local	Affordable Housing Incentive Programs	Any GMA city or county may enact or expand affordable housing incentive programs through development regulations or conditions on rezoning or permit decisions, or both, on residential, commercial, industrial, or mixed-use development. The program may include mandatory or optional elements, such as density bonuses within the urban growth area, height, and bulk bonuses, fee waivers or exemptions, parking reductions, expedited permitting, or mandatory amount of affordable housing provided by each development.
Local	Community Revitalization Financing (CRF)	The CRF authorizes creation of tax increment areas where community revitalization projects and programs are financed by diverting a portion of the regular property taxes imposed by local governments within the tax increment area.
Local	Local Infrastructure Financing Tool Program (LIFT)	Provides funding for local infrastructure using sales tax, property tax and selected other excise tax increases generated by an economic development project as part of a revenue development area designated by

		the sponsoring local government.
Local	Local Revitalization Tool (LRF)	Authorizes cities and counties to create "revitalization areas" and allows certain revenues to be used for payment of bonds issued for financing local public improvements within the revitalization area.
Local	Deferral of property tax	A claimant may apply to defer payment of 50% of special assessments or real property taxes, or both, provided the household's combined disposable income is $57,000 or less and the claimant must have paid one-half of the total assessments and taxes for the year.
Local	Tax deferral for retired persons	Allows eligible agencies to provide tax relief to eligible households (less than 75% AMI).
Local	Tax deferral for certain people	Property tax exemption for seniors or veterans with certain qualifications.

APPENDIX 2: INDIVIDUAL HOUSING NEEDS ASSESSMENT

HOUSING NEEDS ASSESSMENT

CITY OF SNOQUALMIE, WASHINGTON



PROJECT OVERVIEW

WHAT IS A HOUSING NEEDS ASSESSMENT, AND WHY IS THE CITY OF SNOQUALMIE CREATING ONE?

Washington State House Bill 1923, passed in 2020 and codified as RCW 36.70A.600, granted the Washington State Department of Commerce (Commerce) $5 million in the 2019 Legislative Session to provide grant funds to local governments for activities to increase residential building capacity, streamline development, or develop a Housing Action Plan (HAP). Another round of grant funding was made available in 2021.

The City of Snoqualmie received a grant from Commerce in 2022 to develop a HAP, the goal of which will be to assess current and future housing needs and identify actions and strategies to help the city provide a wider range of housing options available to all income levels.

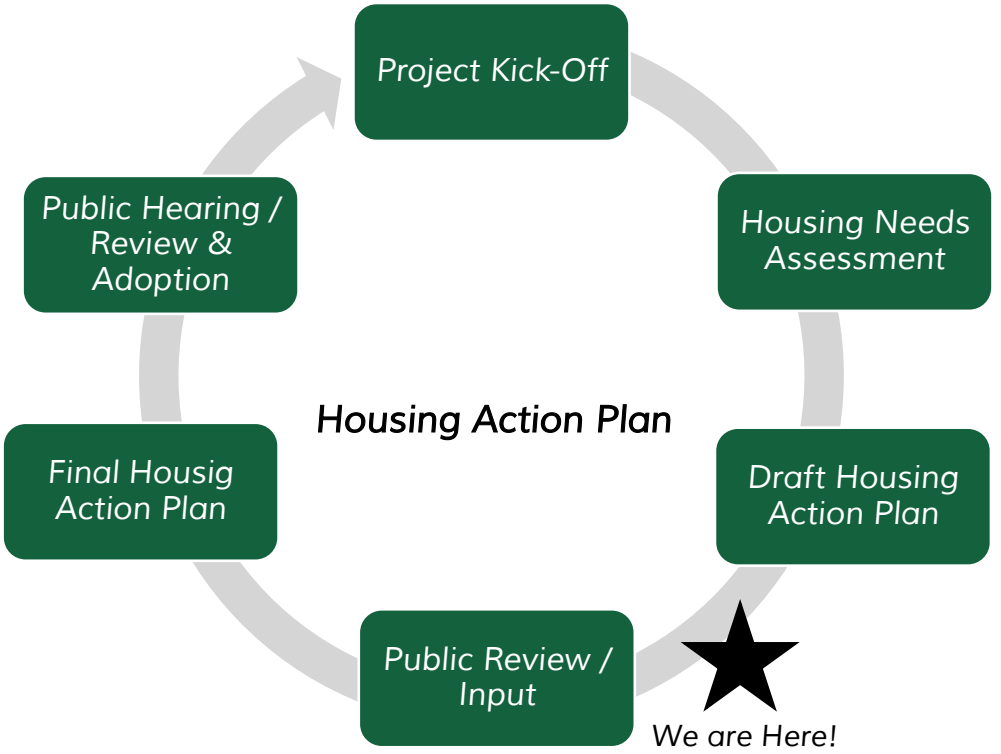
A Housing Needs Assessment (HNA) is a comprehensive study that will be used to inform the HAP. A Regional HNA was completed for the four-city region of Snoqualmie, Carnation, Duvall, and North Bend. This document presents the individual data, further analysis, and findings for Snoqualmie.

ELEMENTS OF A HOUSING NEEDS ASSESSMENT

1. *Community Profile*
2. *Workforce Profile*
3. *Housing Inventory*
4. *Gap Analysis*

QUESTIONS THE HOUSING NEEDS ASSESSMENT WILL HELP ANSWER

1. *Who lives and works here, and what are their socioeconomic characteristics?*
2. *What types of housing are available?*
3. *How much does housing cost, and what types of housing are needed to meet current and future housing needs?*



HOUSING NEEDS ASSESSMENT OUTLINE

1. Community Profile
    a. Population Characteristics
    b. Household Characteristics
    c. Special Housing Needs

2. Workforce Profile
    a. Local Workforce Characteristics
    b. Jobs to Housing Ratio
    c. Employment Trends & Projections

3. Housing Market
    a. General Housing Inventory
    b. Housing Market Conditions
    c. Special Housing Inventory

4. Housing Affordability

5. Gap Analysis

Data Sources:

2020 Decennial Census (US Census Bureau)

American Community Survey (ACS)
- Roughly 3.5 million households are surveyed every month, every year
- Explores topics not asked by decennial Census

Washington State Office of Financial Management (OFM)
- Obtains data from state and federal agencies, and private businesses

United States Department of Housing and Urban Development (HUD)
- Special tabulations of ACS data
- Tax credit affordable housing

OnTheMap (OTM)
- Web Application provided by the U.S. Census Bureau
- Maps jurisdictions based on workforce characteristics

Employment Security Department (ESD)
- Labor Market and Economic Analysis

U.S. Bureau of Labor Statistics
- Quarterly Census of Employment and Wages

City of Snoqualmie
- Building permits
- Comprehensive Plan

Zillow
- Tracks home values, rental units and market changes on a monthly basis

1. COMMUNITY PROFILE

2. WORKFORCE

3. HOUSING MARKET

4. HOUSING AFFORDABILITY

5. HOUSING GAPS

6. LAND CAPACITY



Community Profile

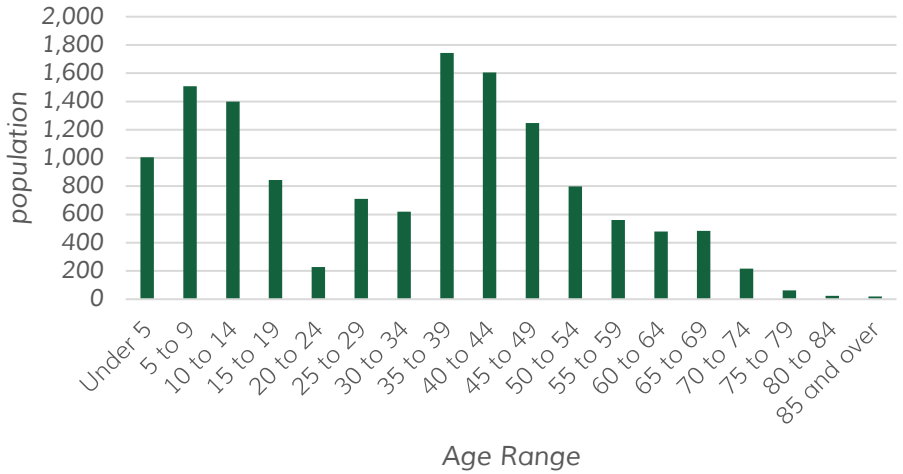
Population

The Washington State Office of Financial Management (OFM) estimates that ***in 2022, Snoqualmie has a population of 14,490 people****. Between 2010 and 2022, Snoqualmie has grown by 3,820 people, an increase of 36 percent over that period (average annual growth rate of 2.58 percent). This is faster than King County's overall rate. Snoqualmie's Comprehensive Plan projects that the* ***City's population will grow to 15,552 people by 2032****.*

As shown in Figure 2, Snoqualmie's population growth over the past several decades was slow from 1980 through 2000 but marked by a big spurt of growth between 2000 and 2020 due to the development of Snoqualmie Ridge. Snoqualmie has grown by only 369 people over the past three years according to OFM as Snoqualmie Ridge has approached full build-out.

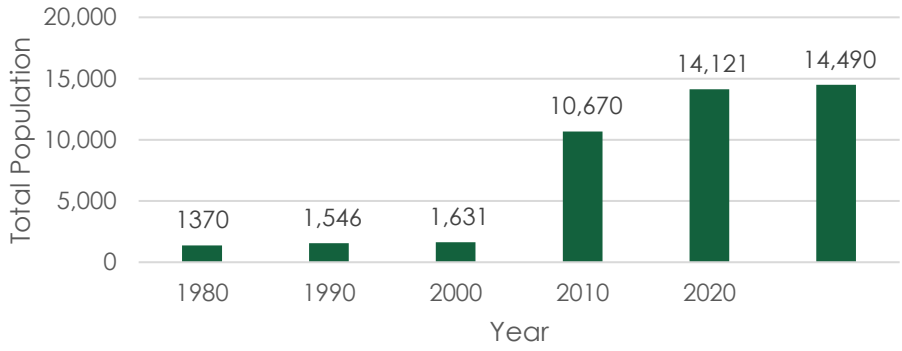
Figure 1 shows that ***Snoqualmie's age makeup is concentrated first in adults ages 35 to 44, and then in children ages 5 to 14****. This age distribution could indicate the City has a large number of families at their peak reproduction years with school-aged children. There is a small older population in the City, with only 6.3% of residents over the age of 65. Snoqualmie's median age is 36.3. While not a significant demographic factor currently, the age breakdown dominance by early middle-aged adults with young children means that if today's residents age in the community, by 2040, around a quarter of Snoqualmie's current residents would be 65 or older.*

Figure 1. Snoqualmie population by age range



Source: US Census Bureau, ACS 2020 5-Year Estimates, Table S0101

Figure 2. Snoqualmie population growth 1980-2022



Source: OFM, April 1 Population Estimates and Historical Intercensal Estimates of Population and Housing

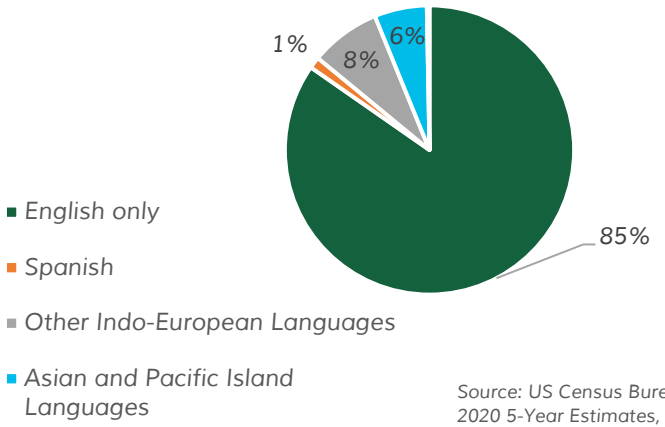
Community Profile

Race and Ethnicity

Of the Snoqualmie residents of one race, 81% are White, 13% are Asian, 0.5% are Black or African American, and 0.1% are American Indian and Alaska Native alone. When compared against King County, the City of Snoqualmie has a similar but lower level of population diversity.

As identified in Figure 5, the ***dominant language spoken at home by Snoqualmie's residents who are 5 years of age and above is English (84.7 percent).*** *The second most spoken language is other Indo-European languages (7.9 percent). Smaller percentages of households speak Asian and other Pacific Island languages and Spanish.*

Figure 5. Languages spoken at home, population 5 years and over



Source: US Census Bureau, ACS 2020 5-Year Estimates, Table DP05

Figure 3. Race, 2020		
	Population	Percent of Population
White	11,005	81.2%
Black or African American	69	0.5%
American Indian and Alaska Native	10	0.1%
Asian	1,792	13.2%
Native Hawaiian and Other Pacific Islander	0	0.0%
Some other race	64	0.5%
Two or more races	610	4.5%

Source: US Census Bureau, ACS 2020 5-Year Estimates, Table B02001

Figure 4. Ethnicity in Snoqualmie, 2020

	Population	Percent
Hispanic or Latino, any race	661	5%
Not Hispanic or Latino	12,889	95%

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates (Table DP05)

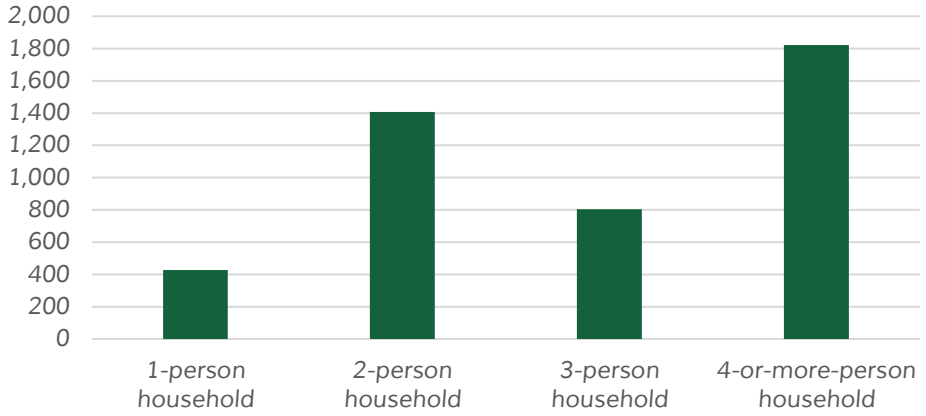
Community Profile

Household Size and Tenure

In 2020, there were approximately 4,462 households in Snoqualmie with an average household size of 3.04 people. This is an increase from 3,044 households with an average household size of 2.98 in 2010. 84% of the households in 2020 are owner-occupied while 13% of them are renter-occupied. When comparing against the other jurisdictions in the four-city region, the City of Snoqualmie has the largest number of households. However, when comparing the number of households with population as part of the equation, we see that Snoqualmie actually has a lower percentage of households meaning the average household size is larger than the others.

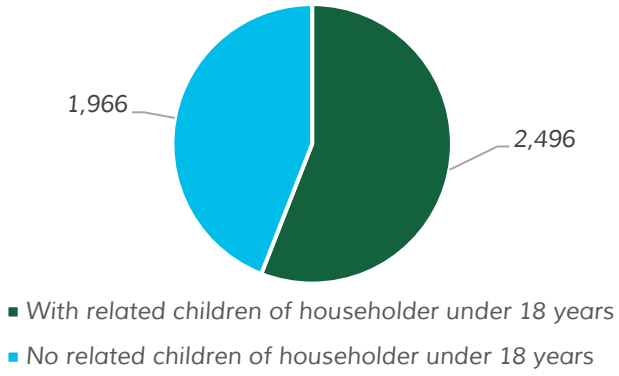
As, identified in Figure 8, ***the majority of the Snoqualmie's households (84 percent) own the home that they live in****. This is higher than the overall figure for the state (69 percent).*

Figure 6. Persons per Household



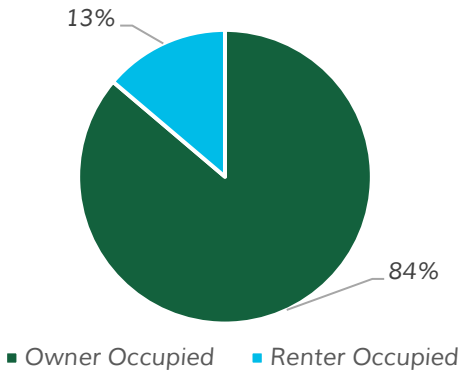
Source: US Census Bureau, ACS 2020 5-Year Estimates, Table S2501

Figure 7. Households with related children



Source: US Census Bureau, ACS 2020 5-Year Estimates, Table S2501

Figure 8. Housing tenure in occupied units



Source: US Census Bureau, ACS 2020 5-Year Estimates, Table S2501

Community Profile

Household Financials

As, identified in Figure 9, **Snoqualmie's median household income for 2020 was $159,450**, which is higher than the median household income for King County and Washington State. The breakdown of incomes in the City of Snoqualmie tends to fall on the higher end of the spectrum. According to the US Census Bureau, 1 percent of the households in Snoqualmie make less than $25,000 per year, 2 percent make between $25,000 and $49,000 per year, 16 percent make between $50,000 and $99,999, and 80 percent are making over $100,000 per year. Between the years 2010 and 2020, the median household income in Snoqualmie increased by 3.2 percent per year from $116,020 to $159,450.

The household income distribution in Snoqualmie reveals that the modal value of income ranges is above $100,000, which broadly tracks the median household income value. Roughly 16 percent of Snoqualmie's households make under $50,000 per year (Figure 10).

Figure 9. Median household income, 2020

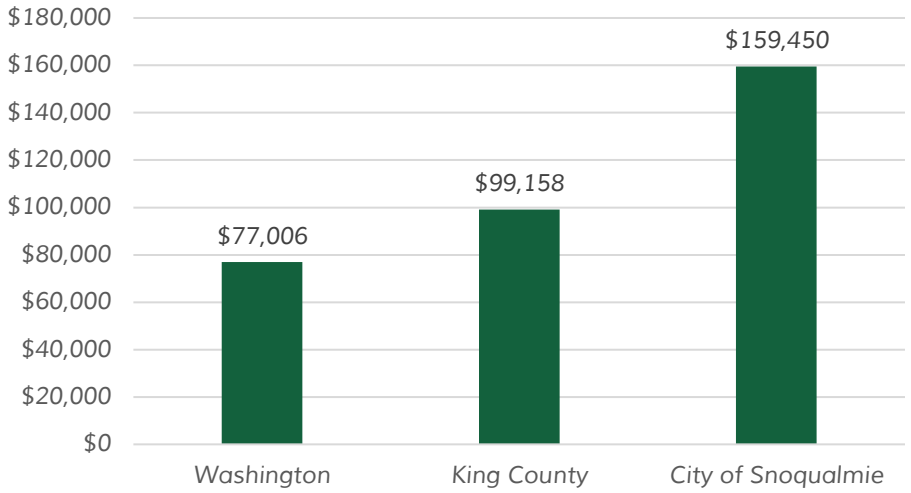
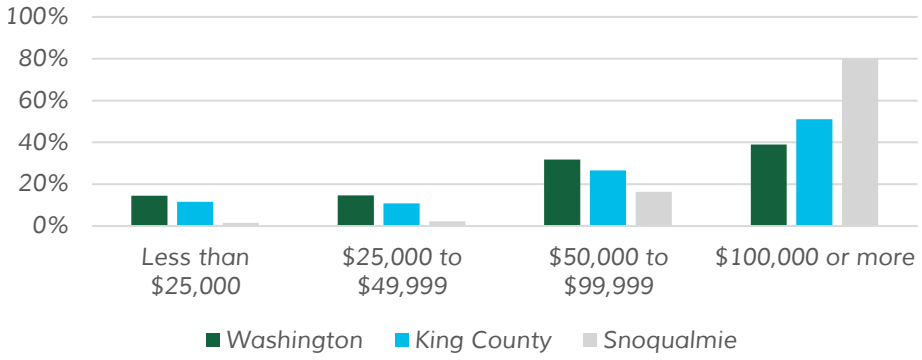
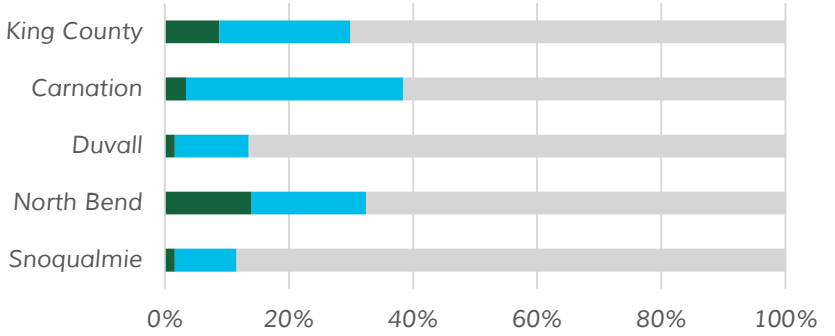


Figure 10. Household income ranges, 2020



Source: US Census Bureau, ACS 2021 5-Year Estimates, Table S1901

Figure 11. ALICE Data, King County, Select Cities, 2018



Source: United for Alice, Alice Report, 2020

Community Profile

Household Characteristics – HUD Income Limits

The US Department of Housing and Urban Development (HUD) publishes Consolidated Planning/CHAS data, which group households by income level relative to MFI. These data include adjustments to account for differences in household size relative to living expenses. The 2022 Income Limits published for the Seattle-Bellevue, WA HUD Metro FMR Area, shown below, calculate eligibility for housing assistance like Section 8 vouchers. To read this table, a family of four making $38,800 or less per year would be considered extremely low income and may qualify for Section 8 housing vouchers. An extremely low-income two-person household, meanwhile, makes no more than $31,050 per year in the Seattle-Bellevue metro area. These data are not available specifically for Snoqualmie.

Figure 12. Housing and Urban Development Income Limits

FY 2022 Income Limit Area	Median Family Income	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Seattle-Bellevue, WA HUD Metro FMR Area	$134,600	Very Low (50%) Income Limits ($)	45,300	51,800	58,250	64,700	69,900	75,100	80,250	85,450
		Extremely Low Income Limits*	27,200	31,050	34,950	38,800	41,950	45,050	48,150	51,250
		Low (80%) Income Limits ($)	66,750	76,250	85,800	95,300	102,950	110,550	118,200	125,800

Source: HUD FY 2022 Income Limits

** Extremely low income was defined in the 2014 Consolidated Appropriations Act as the greater of 60 percent of the Section 8 very low-income limit or the poverty guideline established by HHS, provided it does not exceed the 50 percent very low-income limit.*

+ MFI, or Median Family Income, is a special tabulation of the 2015-2019 5-Year ACS prepared by the Census Bureau for HUD to use as the basis for calculating fair market rents. MFI is reported as being higher than median household income as cited on the previous page because MHI includes all households (including 1-person households), while MFI is family households only.

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WORKFORCE

Snoqualmie's Jobs

As of 2019, the most recent year for which detailed Census job data are available, **Snoqualmie was home to 6,473 workers and 5,053 jobs.** As shown in Figure 13, These jobs are clustered in the historic downtown along SR 202 and adjacent to Snoqualmie Ridge on Snoqualmie Parkway. The **industries that employ the most people in Snoqualmie are Educational Services, Manufacturing, and Accommodation and Food Services** (Figure 14).

Figure 13. Snoqualmie Jobs Distribution

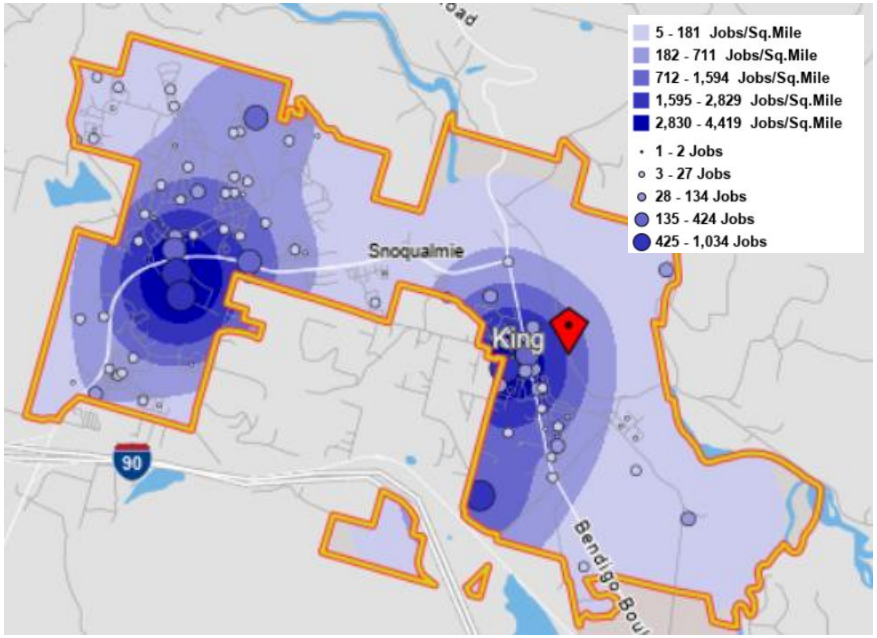


Figure 14. Snoqualmie Jobs by NAICS Industry Sector, 2019

	Jobs	Percent
Agriculture, Forestry, Fishing and Hunting	0	0.0%
Mining, Quarrying, and Oil and Gas Extraction	32	0.6%
Utilities	19	0.4%
Construction	228	4.5%
Manufacturing	842	16.7%
Wholesale Trade	209	4.1%
Retail Trade	104	2.1%
Transportation and Warehousing	29	0.6%
Information	319	6.3%
Finance and Insurance	63	1.2%
Real Estate and Rental and Leasing	28	0.6%
Professional, Scientific, and Technical Services	185	3.7%
Management of Companies and Enterprises	0	0.0%
Administration & Support, Waste Management and Remediation	96	1.9%
Educational Services	1,070	21.2%
Health Care and Social Assistance	526	10.4%
Arts, Entertainment, and Recreation	234	4.6%
Accommodation and Food Services	584	11.6%
Other Services (excluding Public Administration)	139	2.8%
Public Administration	346	6.8%

Source for both Figures 13 and 14: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2019).

WORKFORCE

Job Inflow-Outflow

According to an inflow-outflow analysis from the US Census Bureau from 2019 (the most recent year for which these data are available), Snoqualmie is home to 5,053 jobs and 6,473 employed people. **Approximately 91 percent of employed people (5,883 out of 6,473) who live in Snoqualmie are employed outside of the city limits** *(Figure 15), meaning they commute largely to communities like Redmond, Seattle, Issaquah, and Bellevue (Figure 16). The Census also estimates that* **of Snoqualmie's 5,053 jobs, approximately 88 percent (4,463 jobs) are filled by workers who live outside of the city limits.** *Many of the workers that commute to Snoqualmie come from the west, from communities like Issaquah (Figure 17). This combination of a high percentage of workers who live in Snoqualmie, but work outside of Snoqualmie, and a high percentage of Snoqualmie's jobs being filled by workers who don't live in Snoqualmie, is an important housing-related issue that the Housing Action Plan will help address.*

Figure 15. Inflow-Outflow Map

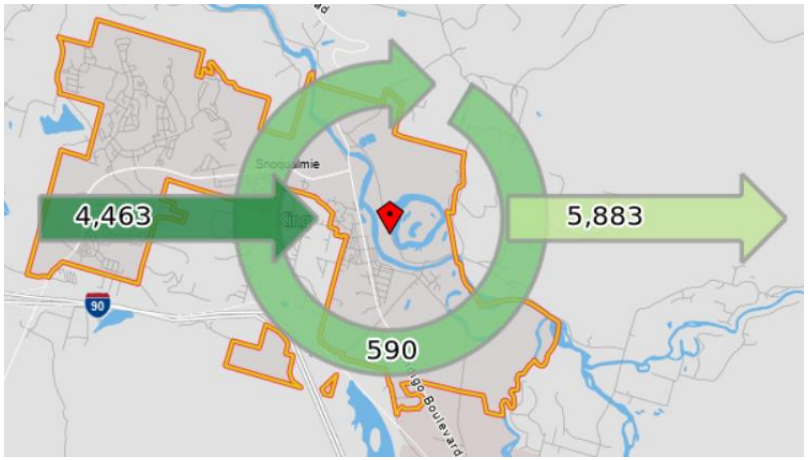


Figure 16. Commute Direction – Workers who live in Snoqualmie

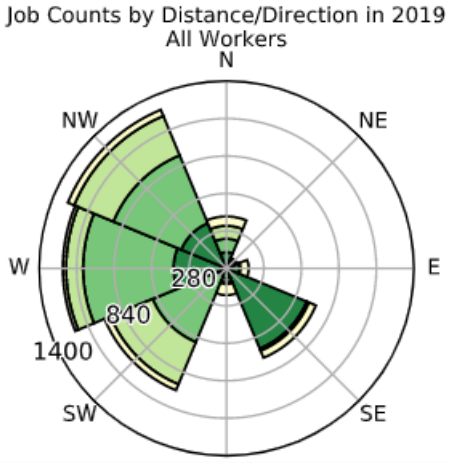
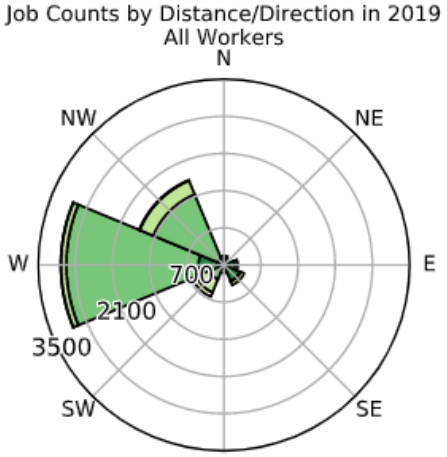


Figure 17. Commute Direction – Workers who live outside of Snoqualmie



Source for Figures 15-17: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2019).

WORKFORCE

Earnings

Of the 9,349 people aged 16 years and over in Snoqualmie, 7,574 are in the labor force, for a labor force participation rate of 81 percent. Of those participating in the labor force, 7,378 were employed as of the 2020 American Community Survey, for an unemployment rate of 2.4 percent.

Of Snoqualmie's employed residents in the civilian labor force, 6,186 are private wage and salary workers, 973 work for some level of government, and 219 are self-employed or unpaid family workers.

The median household income in Snoqualmie in 2020 is $159,450, higher than King County and two of the four cities in the region. Of the 4,462 households in the city, 4,270 report earnings through employment (96 percent). 576 report Social Security or Supplemental Security income (13 percent), 508 report retirement income (11 percent), and 78 report using cash public assistance and/or food stamp/SNAP benefits in the past 12 months (2 percent). Figure 18 at right shows counts and average (mean) annual individual wages across select occupation categories as defined by the Census Bureau and Bureau of Labor Statistics.

Figure 18. Occupation and Wages, Civilian Employed Population 16+

Occupation	Count[1]	Average Annual Wages[2]
Management	1,394	$119,130
Business and financial operations	509	$84,593
Computer and mathematical	962	$156,618
Architecture and engineering	439	$115,886
Life, physical, and social sciences	30	$164,545
Community and social services	115	$43,077
Legal	50	$150,074
Educational instruction and library	466	$72,885
Art, design, entertainment, sports, and media	226	$45,694
Health diagnosing and treating practitioners	458	$67,426
Health technologists and technicians	52	$56,250
Health care support	42	$33,150
Protective services (fire, law enforcement)	224	$86,369
Food preparation and serving	202	$25,285
Building and grounds clearing and maintenance	46	$n/a*
Sales and related	937	$51,350
Office and administrative support	450	$66,010
Personal care and service occupations	175	$54,048
Farming, fishing, and forestry	20	$n/a*
Construction and extraction	276	$63,942
Installation, maintenance, and repair	33	$100,833
Production	111	$88,808
Transportation	109	$51,607
Material moving	52	$9,069*

1 – ACS 2020 5-Year Estimates Table S2401
2 – ACS 2021 5-Year Estimates Table B24011
* - no data or large margin of error

WORKFORCE

Future Job Estimates

Job growth forecasts by the Washington State Employment Security Department suggest that industries in the King County region are expected to increase in employment by between 0.2% and 2.5% annually over the next ten years. Using countywide growth projections as a basis, local employment in the four cities of the Snoqualmie Valley Region is projected to increase by 2,277 jobs by 2030. The majority of job growth is projected to occur in the services sector followed by the retail sector (Figure 20). The King County Countywide Planning Policies, in adopting housing and employment growth targets to implement Vision 2050, identifies Snoqualmie as needing to plan for 4,425 additional jobs in addition to the 1,500 housing units.

Figure 19. Projected Employment, Seattle-King County	
2020 Employment Estimate	1,401,300
2021 Employment Estimate	1,389,300
2023 Employment Estimate	1,478,500
2025 Employment Estimate	1,547,200
2030 Employment Estimate	1,678,000
Average Annual Growth Rate 2020-2023	1.8%
Average Annual Growth Rate 2023-2025	2.3%
Average Annual Growth Rate 2025-2030	1.64%

Source: Employment Security Department/LMEA; U.S. Bureau of Labor Statistics, Quarterly Census of Employment and Wages (QCEW)

Figure 20. Employment Forecast in the Snoqualmie Valley Region

Sector	2019 Emp.	Regional Projected AGR	Projected 2030 Emp.	Change
Industrial	2,394	0.2%	2,453	59
Retail	1,046	2.5%	1,374	328
Service	6,540	2.4%	8,474	1,934
Government	463	1.1%	519	56
Total	**10,443**	**1.8%**	**12,820**	**2,377**

Source: U.S. Census On the Map data, Washington ESD Industry Growth Projections

1. COMMUNITY PROFILE

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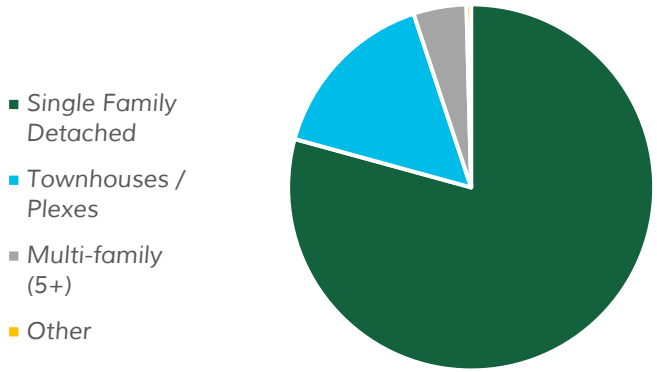
HOUSING MARKET

Housing Supply

OFM estimates that **Snoqualmie had approximately 4,674 housing units in 2020.** As shown in Figure 21, the ACS determined that the **vast majority of Snoqualmie's housing stock (79.3 percent) are single-family homes.** Most of Snoqualmie's housing units have 3 or more bedrooms (Figure 22). Also, **approximately 86 percent of the housing units in Snoqualmie are owner occupied. Additionally, as shown below, most of Snoqualmie's housing stock was built between 2000 and 2009.** (Note that this does not account for projects in the permitting pipeline, as these survey data were collected over a 5-year span from 2016 to 2020.)

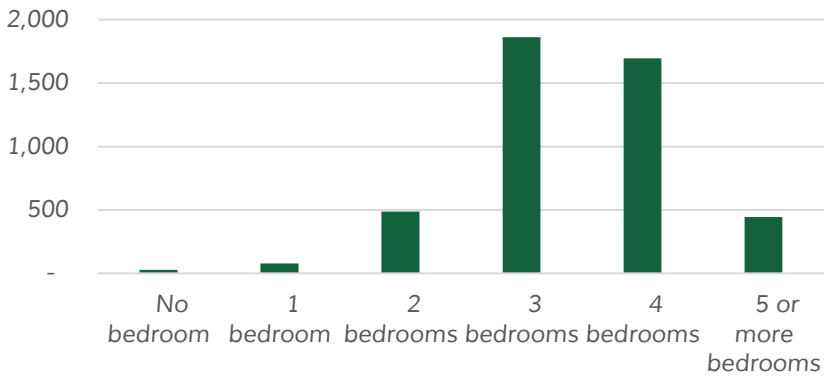
The 2020 ACS estimates that the **overall vacancy rate in Snoqualmie was 2.9 percent during the survey period.** Vacancy rates are said to represent a healthy balance between supply and demand when rates are 5 to 6 percent. This indicates a potential for upward pressure on prices and therefore new construction. More recent data are needed to fully understand the price pressure on supply but rising prices and relatively slow new construction indicate that supply may not be keeping pace with demand.

Figure 21. Housing units by type, 2020



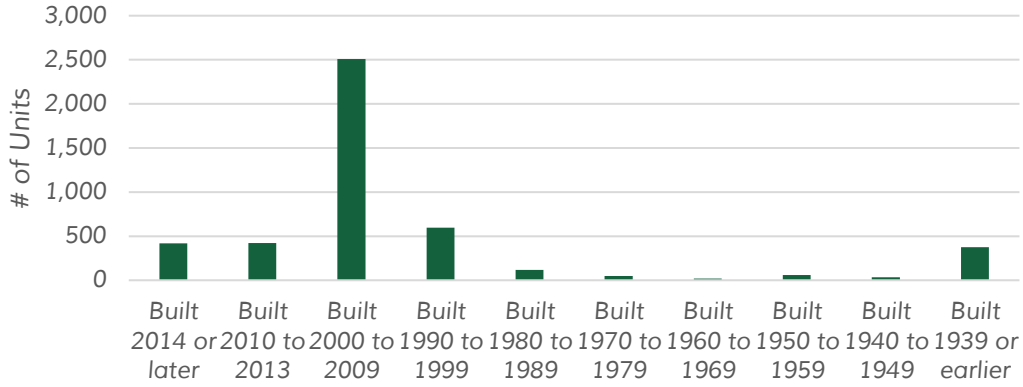
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (Table B25024)

Figure 22. Number of bedrooms in housing units, 2020



Source for Figures 21-23: US Census Bureau, ACS 2020 5-Year Estimates, Table DP04

Figure 23. Year structure built

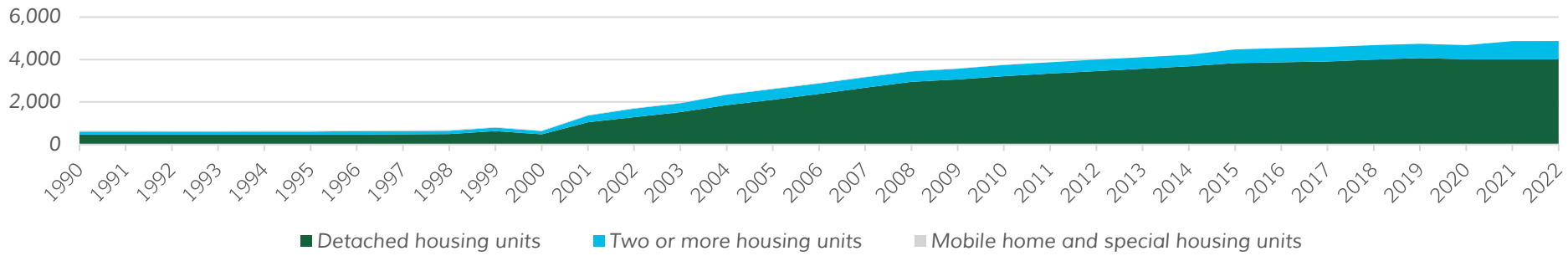


HOUSING MARKET

Housing Construction

As shown in Figure 24, according to the state Office of Financial Management, **the majority of the housing units constructed in Snoqualmie since 1990 have been single-family homes, with a steep rise after 2000 with the development of Snoqualmie Ridge.** There has been far less construction of multi-family units than single-family, with only **10 net new multi-family units being constructed between 1990 and 2022.** Similarly, the number of mobile homes or other housing units fell prior to 2000 and came back up to previous levels in 2010, but the overall trend is flat.

Figure 24. Permitted housing units by type, 1990-2022



Source: Office of Financial Management Postcensal estimates of housing, 1980, 1990-present

According to data submitted by the cities for the Regional Housing Needs Assessment, Snoqualmie has actually issued building permits for a total of 47 new residential units between 2019 and 2021, which is not yet reflected in the OFM totals.

note: this will be updated with new permits not counted in the city's initial response to the data request.

Figure 25. New Building Permits Issued 2019-22

Residential New Building Permits Issued: 2019-22	2019	2020	2021
Snoqualmie	4	-	-
Carnation	11	19	17
Duvall	40	208	26
North Bend	85	142	143
Total	140	369	186

Source: Building permit data provided by cities.

HOUSING MARKET

Housing Demand

The 2018 Snoqualmie Comprehensive Plan anticipates that **Snoqualmie will grow from 10,670 people in 2010 to 15,552 people by 2032, a growth of 4,882 people in 12 years.** *The adopted King County Countywide Planning Policies, in implementation of the regional growth strategy outlined in PSRC's Vision 2050, identify a housing target of 1,500 new housing units by 2044. The city has 421 units in the permitting pipeline since the baseline data were collected, meaning that if Snoqualmie meets its housing targets,* **1,079 new housing units will be needed by 2044.**

The demographic breakdown for Snoqualmie shows that 60 percent of the city's population is a member of the Millennial generation or Generation Z (younger than 40). Importantly, Snoqualmie has a higher percentage of its population in the Millennial generation than the other cities in the region. This is important because while Millennials are the most likely generation to have young children, this means Millennial households with children will likely be empty nesters nearing retirement in 20 years. Furthermore, Millennials have less accumulated wealth and are less likely than previous generations were at this stage to own homes or have retirement savings. Also, **while only 6 percent of the city is currently aged 65 and over, if current adults age in place, the city will be 23 percent over the age of 65 by 2040.**

Additionally, Snoqualmie has a high proportion of its population making 120 percent or more of the area median income. While housing is expensive in Snoqualmie, households here are likely to have more buying power than some other peer communities.

Figure 26. Population by generation, 2020

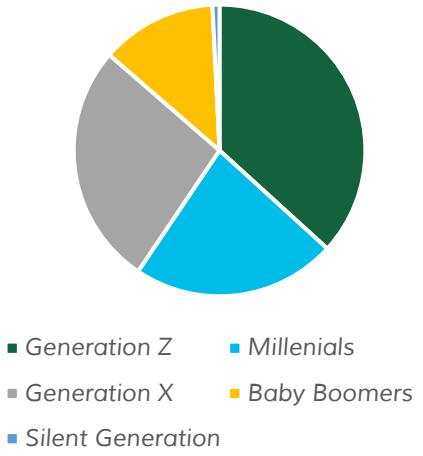


Figure 27. Households by HUD Income Threshold, 2020

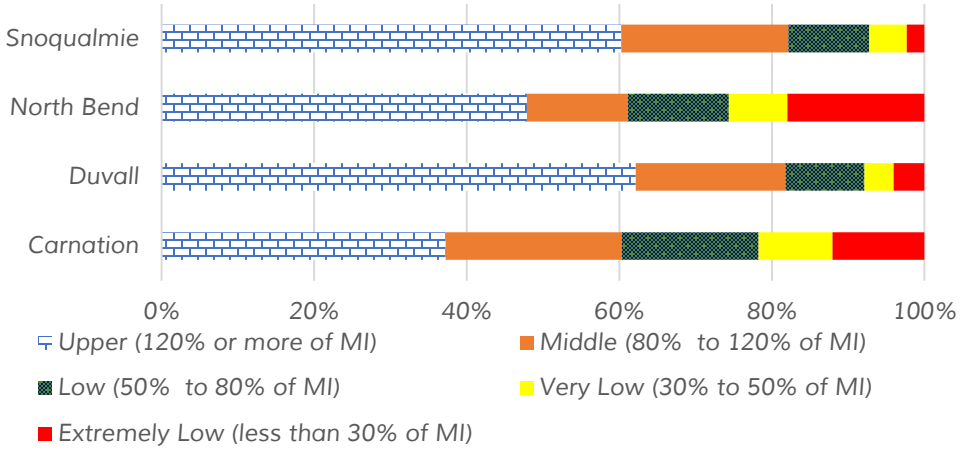


Figure 26 Source: US Census Bureau, ACS 2020 5-Year Estimates, Table S0101

Figure 27 Source: US Census Bureau, ACS 2020 5-Year Estimates, Table S2503

HOUSING MARKET

Housing Demand

One way of examining how well Snoqualmie's housing stock matches with its demand is by comparing the size of units with the number of people in households. While there are certainly many reasons why a household might choose to live in a housing unit with more bedrooms than they might technically need, starting with the largest housing units for the largest families can help determine whether there is a supply and demand mismatch for smaller households.

Figure 28. Number of bedrooms in occupied housing units, 2020

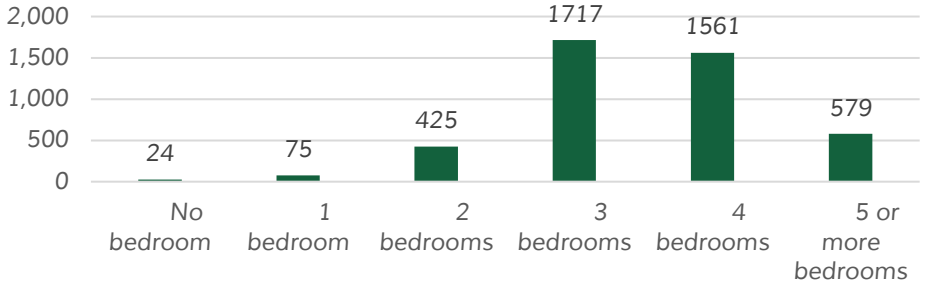
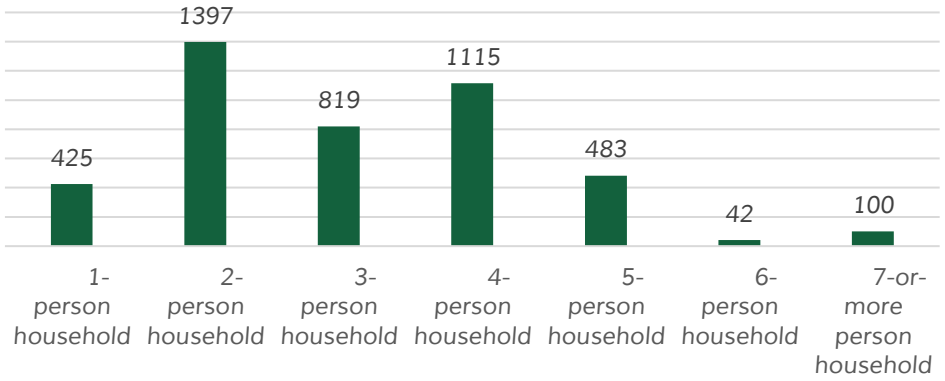


Figure 29. People per household, 2020



Sources: ACS 2020 5-Year Estimates, Table B25009 (right) and B25042 (left)

Based on these data, we can assign households to their likeliest housing unit size starting with the largest households as seen below. Orange highlight means households that could be over-housed. This analysis shows that as many as 2,461 households in Snoqualmie may be over-housed, indicating a lack of supply of units more appropriate to smaller households.

Figure 30. Analysis of Household Size and Housing Unit Size

Bedrooms, Occupied Housing Units	Total	7-person HH	6-person HH	5-person HH	4-person HH	3-person HH	2-person HH	1-person HH
No bedroom (studio)	24							24
1 bedroom	75							75
2 bedrooms	425						99	326
3 bedrooms	1,717					419	1,298	
4 bedrooms	1,561			46	1,115	400		
5 + bedrooms	579	100	42	437				

Sources: ACS 2020 5-Year Estimates, Tables B25009 and B25042. Analysis by LDC, Inc.

1. COMMUNITY PROFILE

2. WORKFORCE

3. HOUSING MARKET

4. HOUSING AFFORDABILITY

5. HOUSING GAPS



4. HOUSING AFFORDABILITY

Rents and housing prices have increased substantially between 2010 and 2020 in Snoqualmie, King County, and Washington State as a whole. As shown in Figure 31, median rent prices in Snoqualmie between 2010 and 2020 have risen by approximately 43 percent, which is less than both King County (69 percent increase) and Washington State (51 percent increase), although the raw values are much higher. Median home prices have grown more slowly than median monthly rents at a rate of 34 percent (Figure 32).

As shown in Figure 33 (next page), Zillow estimates that the median home price in Snoqualmie has risen from $697,735 in August 2020 to $1,011,912 in August 2022 (a 45 percent increase). The vacancy rate for owner-occupied homes is about 2.2 percent and is effectively 0 percent for rental homes, which indicates that demand for both owner-occupied homes and rental homes greatly exceeds supply.



Figure 31. Median monthly rent, 2010 and 2020

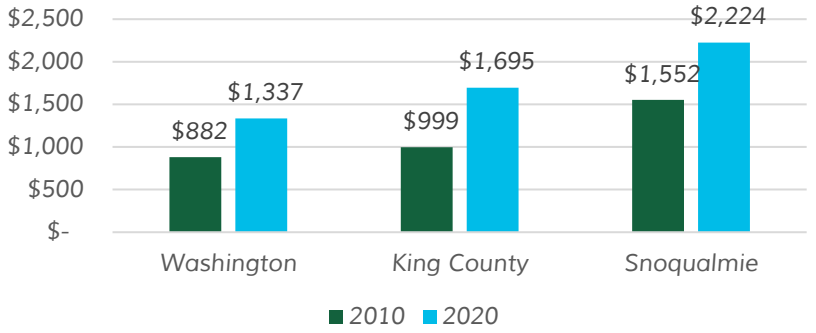
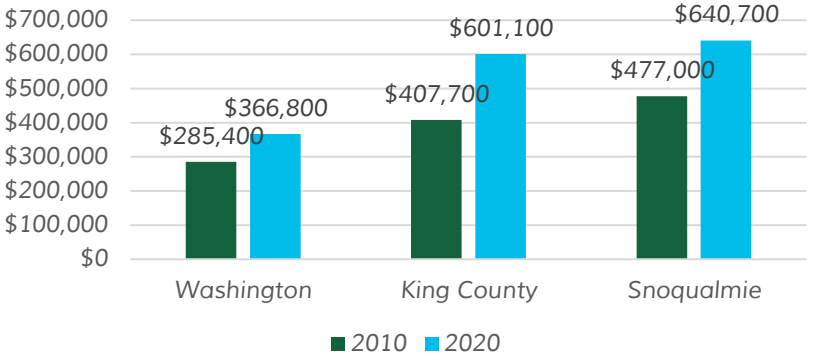


Figure 32. Median home value, 2010 and 2020

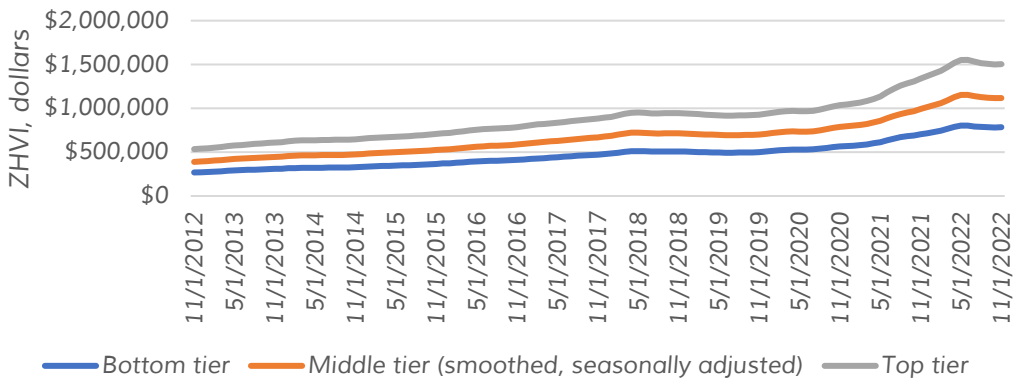


Source: US Census Bureau, ACS 2020 5-Year Estimates, Table D404

Housing Affordability

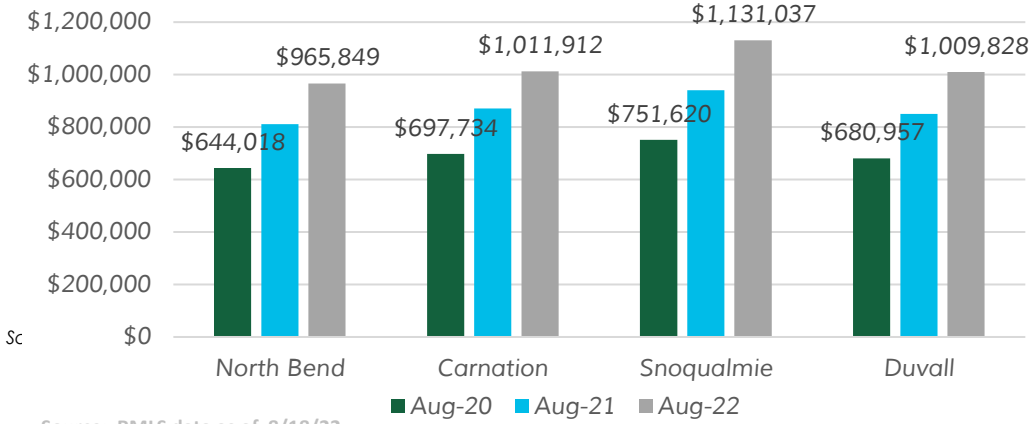
The price of single-family homes has risen extremely quickly since 2020. *The "mid-tier" home value as estimated by the real estate data company Zillow near the end of 2022 was $1,116,641, up 42 percent from two years ago. Top-tier homes (top third of estimated home values) rose 45 percent over that time, while bottom-tier (bottom one-third of values) homes rose 39 percent as shown in Figure 33 below. The median home sales price, as reported from RMLS data via the Regional Housing Needs Assessment, rose even faster over the past two years, from $751,620 in 2020 to $1,131,037 in 2022, an increase of 50 percent (Figure 35).*

Figure 33. Snoqualmie home value estimates, 2012-2022



Source: Zillow ZHVI All Homes (SFR, Condo/Co-op) Bottom, Mid, and Top Tier

Figure 35. Median home sales price, select cities, 2020-2022



Source: RMLS data as of 8/18/22

By comparing the median household income to the median home price, we can better understand home ownership attainability in the Snoqualmie Valley Region. As shown Figure 34 below, a household would need to earn at least 183% of the regional median household income level to be able to "afford" a median priced home of $1,050,000 (assuming they have 10% down payment and allocate no more than 30% of income to housing). Fewer than 34 percent of Snoqualmie's households could afford the median home under these conditions.

Figure 34. Housing Attainability Calculations

Snoqualmie Valley Region Housing Attainability

Regional Median Household Income (2022)*	$134,600
Regional Housing Cost (median price, 2022)	$1,029,657
Downpayment (@10%)	$102,966
Mortgage Amount (Principal and interest only)	$926,691
Monthly Housing Payment**	($6,161)
Annual Qualifying Income (@30% of income)	$246,433
Percent of MHI for qualifying households	183%

** based on current U.S. Housing and Urban Development data for FY 2022.*

*** assumes 10% down payment on 30-yr mortgage @ 6.9% APR interest.*

Source: FCS Analysis from Regional Housing Needs Assessment

Housing Affordability

Many of Snoqualmie's households, especially renters are burdened by the cost of their housing and pay more than a third of their annual income towards the cost of their housing*. For instance, as of 2019 (the latest year for which detailed estimates are available), approximately 23 percent (1,000 households) of Snoqualmie's households were cost burdened. Of these cost burdened households, renter households are much more likely to pay more than a third of their income toward housing, with 32 percent of renter households being cost burdened, compared to 21 percent of households who live in owner-occupied units.*

Figure 36. Cost Burdened Households, 2015-2019

	Renter Households		Owner Households		Total Households	
Cost Burden	> 30%	> 50%	> 30%	> 50%	> 30%	> 50%
Household Income <= 30% HAMFI	34	4	4	4	45	15
Household Income >30% to <=50% HAMFI	60	0	100	60	160	60
Household Income >50% to <=80% HAMFI	30	0	220	85	255	85
Household Income >80% to <=100% HAMFI	90	0	125	0	215	0
Household Income >100% HAMFI	0	0	325	15	325	15
Total	214	4	774	164	1,000	168

Source: HUD-CHAS Tabulations of 2015-2019 ACS 5-Year Estimates. Note that the renter plus owner numbers do not necessarily add up to the total due to low-number rounding by HUD.

Using the more stringent "severe cost burden" threshold (households paying more than 50 percent of their income in rent or housing costs, only 1 percent of Snoqualmie residents are severely cost burdened, according to the most recent data.

All told, according to the HUD-CHAS data, as of 2019, there were 214 households who rent their unit and pay more than 30 percent of their incomes toward rent or housing. There were 774 households who own their unit who were cost burdened.

RACIAL AND ETHNIC DISPARITIES MERIT A TARGETED APPROACH TO RELIEVING COST BURDEN

Among households who own their housing units, 21 percent of white, non-Hispanic households (head of household) who own their homes face some level of cost burden. 34 percent of white households who rent their units face cost burden. While some racial groups report low numbers due to sampling error and data disaggregation performed by HUD and the census bureau for privacy reasons, 17 percent of Asian-headed homeowner households, 41 percent of Hispanic-headed homeowner households, and 38 percent of Hispanic-headed renter households face some level of cost burden.

Despite the limitations of these data due to margins of error and sample size, it is clear that cost burden is not just a problem facing renters.

Figure 37. Cost Burdened Households by Race

	Owner Occupied				Renter Occupied			
	Not Cost Burdened	Cost Burdened	Severely Cost Burdened	Not Computed (No/Negative income)	Not Cost Burdened	Cost Burdened	Severely Cost Burdened	Not Computed (No/Negative income)
White, Non-Hispanic	2,460	490	170	0	295	155	4	20
Black or African-American, Non-Hispanic	20	0	0	0	0	0	0	0
Asian, Non-Hispanic	340	70	0	0	50	0	0	0
American Indian or Alaska Native, Non-Hispanic	0	0	0	0	0	0	0	0
Pacific Islander, Non-Hispanic	0	0	0	0	0	0	0	0
Hispanic, Any Race	50	35	0	0	25	15	0	0
Other (including Multiple Races), Non-Hispanic	40	20	0	0	60	45	0	0

Source: HUD-CHAS Tabulations of 2015-2019 ACS 5-Year Estimates; Table 9

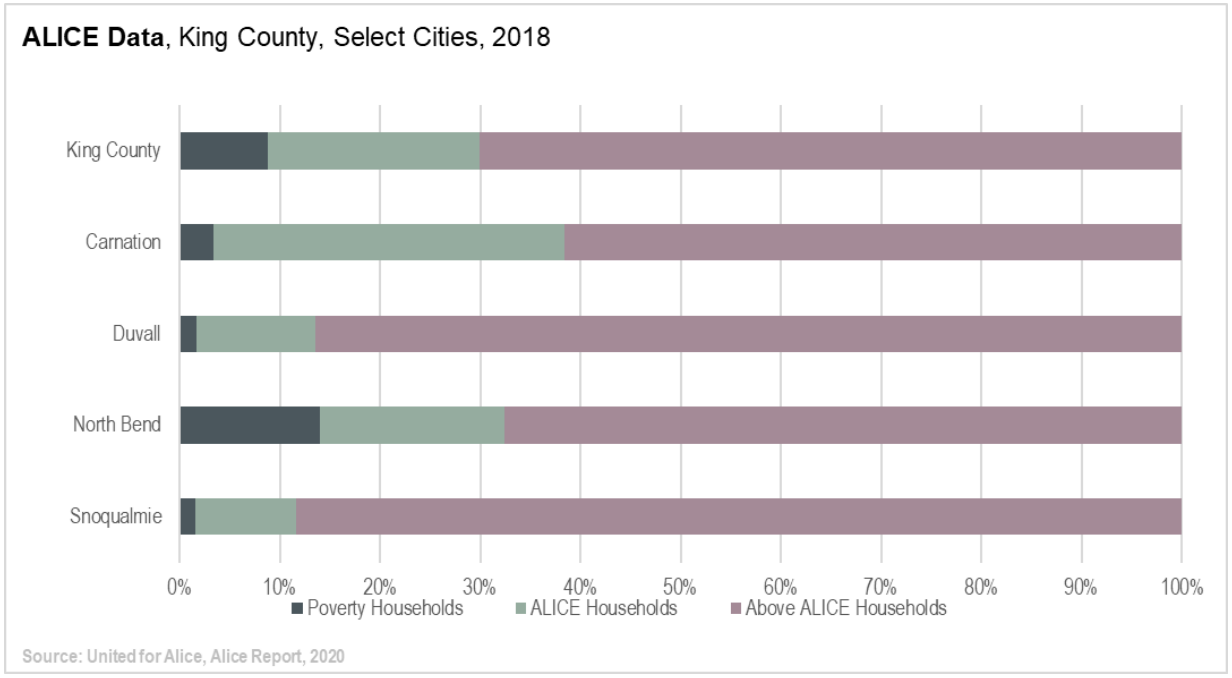
Housing Affordability

ASSET LIMITED AND INCOME CONSTRAINED & EMPLOYED RESIDENTS (ALICE)

The Snoqualmie Valley Regional Housing Needs Assessment (included as Appendix B of the Housing Action Plan) presents data by city on the proportion of residents facing overall economic hardship as measured by the United Way through its ALICE framework. ALICE, which stands for Asset Limited, Income Constrained, Employed, considers the total cost of household essentials, including housing, childcare, food, transportation, technology, and health care, plus taxes and a 10 percent contingency. Colloquially, it can be useful to think of the ALICE threshold as defining working class or the working poor.

Using this methodology, the Regional HNA finds that around 10 percent of Snoqualmie households can be described by the ALICE threshold. This, plus, the roughly 2 percent of households who meet the federal definition of poverty, give Snoqualmie a lower combined poverty share than the county and the lowest in the region.

Figure 38. Asset-Limited, Income-Constrained, Employed Data



1. COMMUNITY PROFILE

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5. HOUSING GAPS

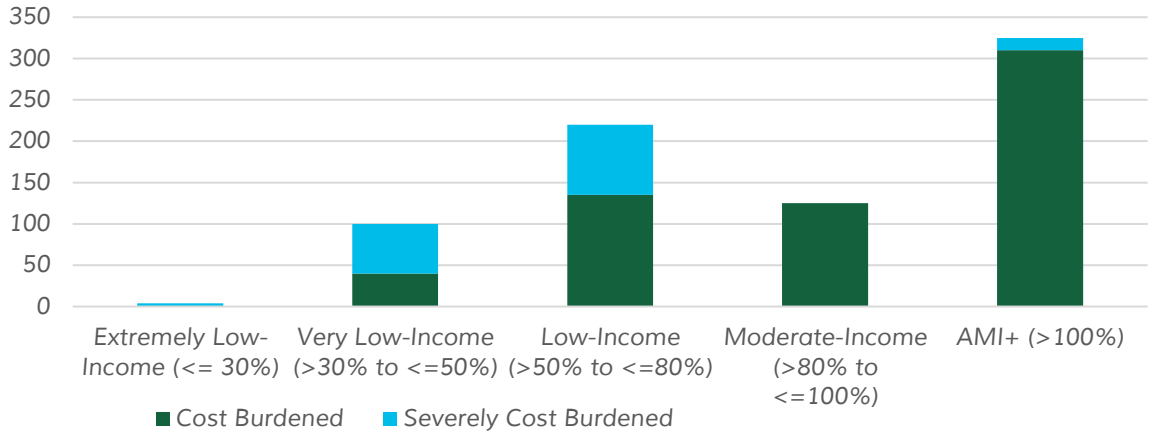
There are two primary components to the analysis of housing gaps: the current gap between the supply and demand of housing units that are affordable to Snoqualmie's current households, and an estimate of how many more units (and what kinds of units) are needed to accommodate the projected growth over the planning horizon.

CURRENT GAP

Using the 2015-2019 HUD-CHAS data on cost burden, Snoqualmie was during that period home to 214 households who rent their housing unit who are cost burdened (paying more than 30 percent of their incomes in rent). There are also 324 households making 80 percent or below of the AMI who own their unit who are cost burdened. There are **188** *units of subsidized affordable housing at the Panorama Apartments project aimed at low-income households that did not exist during the survey period. Therefore, the current gap between what is affordable and available for households making under 80 percent of the median income and the current demand is* **350 units.** *If a more restrictive threshold of paying more than 50 percent of income toward housing is used, there are 14 renting households and 39 owning households who are paying at least 50 percent of their incomes toward rent, for a total gap (after deducting subsidized units) of* **164 units.** *These cost burden figures are illustrated in Figure 38 below.*

Another way of examining the current housing gap can be illustrated by comparing the size of current housing units and the sizes of households. As shown in Figure 30 on page 19, Snoqualmie may have 326 one-person households potentially living in 2-bedroom housing

Figure 39. Household income distribution by level of cost burden



Source: HUD-CHAS Tabulations of 2015-2019 ACS 5-Year Estimates

Figure 40. Income ranges for affordability calculations

Income Grouping for Cost Burden Analysis	Income Range
Less than 30% Area Median Family Income	Less than $38,800
30 - 50% Area Median Income	$38,800- $64,700
50 - 80% Area Median Income	$64,700- $95,300
80 - 100% Area Median Income	$95,300- $134,600
100% Area Median Income and Above	$134.600 and above

Source: HUD Fiscal Year 2022 Income Limits

Housing Gaps Continued

units, 1,298 two-person households likely living in 3-bedroom housing units, 400 three-person households likely living in 4-bedroom housing units, and 437 five-person households living in 5+ bedroom homes. Another way of describing the current housing gap, therefore, might be that **up to 2,461 households** *in Snoqualmie are living in dwelling units that may be too large for their needs in part because not enough smaller units are available. While this figure cannot be directly compared to the gaps identified above based on cost burden, it provides a useful window into the types of housing that the city currently lacks in sufficient numbers.*

PROJECTED GAP

The housing target for 2019-2044 for Snoqualmie, per the adopted King County Countywide Planning Policies, is 1,500 units. The city has 421 net new units in the permitting pipeline between January 1, 2019 and June 2022. After subtracting the pipeline projects, as documented in the Regional HNA, the city needs to account for 1,079 additional housing units (the city has remaining capacity for 696 housing units, for a deficit of 383 units).

The city currently is short 350 housing units that are affordable to current households making less than 80 percent of the area median income. Around 1,079 units are needed to account for projected growth. This means **the total gap is 1,429 units, or 65 units per year through 2044.**

SNOQUALMIE HOUSING GAP CALCULATIONS

Projected gap

Housing target, 2019 – 2044: 1,500 units

Net new units in pipeline, 2019- 2022: 421

Remaining housing units needed: **1,079 units**

Total gap

Current affordability gap: 350 units

Projected Gap: 1,079 units

Total Gap: 350 + 1,079 = **1,429 units**

Number of new housing units needed per year, on average, 2023 -2044: **65 units per year**

APPENDIX 3: HOUSING POLICY TABLE

Comprehensive Plan Policy Summary – City of Snoqualmie													
	Policy Info				Policy Categories								
Element	**Section**	**Objective**	**Policy #**	**Policy Text**	**Single Family Housing**	**Duplex**	**Town-homes**	**Multi-Family**	**ADUs**	**Affordable Housing**	**Seniors and Other Special Needs Groups**	**Tiny House**	**Other**
Housing **Goal 4:** **A broad range of durable and energy-efficient housing options are available for all income levels to support a complete and sustainable community.**	1. Housing Preservation and Improvement	4.1 The integrity of Snoqualmie's existing older neighborhoods has been maintained to provide a range of diverse, affordable housing choices that supports the community's character and distinctiveness.	4.1.1	Maintain zoning and development regulations that support the continued integrity and ongoing residential use of existing older neighborhoods and housing wherever feasible.	X								
			4.1.2	As available, seek funding to assist homeowners in the 100-year floodplain with housing elevations.	X								X
			4.1.3	Make street, storm drainage, sidewalk, streetscape and other infrastructure improvements as appropriate to support revitalization of housing, protect	X								

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				significant capital investments, avoid higher costs from deferred maintenance, and preserve property values.									
			4.1.4	*Work with Residential Owners Associations like the Ridge ROA to implement comprehensive plan policies.*	X								
			4.1.5	*Support the rehabilitation or relocation of existing, structurally sound housing, and provide referrals where appropriate to agencies such as the King County Home Repair program to facilitate reuse.*	X								X

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			4.1.6	Assist in the effort to reach low-income households eligible for free weatherization through existing programs.						X	X		
	2. Diverse Housing	4.2 A sufficient mix of housing types, sizes, costs and densities enables current and future citizens from a wide range of economic levels, age groups and household make-ups to live within the City and provides housing to meet the needs of local employees.	4.2.1	Encourage innovative housing that helps promote City goals for affordability, high-quality sustainable design, and housing to meet diverse household sizes, types and age ranges, and consider flexibility in density and design standards to support such projects.	X	X	X	X	X	X	X	X	

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			4.2.2	*Encourage accessory dwelling units and small-lot housing through appropriate regulation and incentive programs, with regulations that minimize procedural requirements and address neighborhood compatibility.*					X				
			4.2.3	*In residential areas with alley access, encourage and allow for small-lot and cottage housing subject to regulations to address issues of neighborhood compatibility, such as reduced or aggregated parking areas, streetscape orientation, common amenities, and open space.*	X								X

Comprehensive Plan Policy Summary – City of Snoqualmie														
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			4.2.4	*Assure that land use regulations allow for the siting and operating of emergency, transitional and permanent special needs housing, and ensure that sufficient land is zoned to allow their location near shops, services, and transit.*							X		X
			4.2.5	*To increase opportunities for seniors to live in accessible housing with nearby services, allow and encourage a range of housing types for senior, such as independent living, various degrees of assisted living, and skilled nursing care facilities, and provide incentives for developing senior*							X		

Comprehensive Plan Policy Summary – City of Snoqualmie														
	Policy Info				Policy Categories									
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				housing such as reduced or waived permit fees, density bonuses and reduced parking requirements.									
			4.2.6	*Require some number of living units in Planned Residential zones to be designed with Universal Design principles, so that there is at least one no-step entrance, the master bedroom suite or all bedrooms are on the ground floor and the floor plan is wheelchair-friendly.*							X		
			4.2.7	*Support the development of rental apartments that are appropriate for families with children, including the provision of services, recreation, and other amenities as feasible.*				X					

Comprehensive Plan Policy Summary – City of Snoqualmie														
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	3. Affordable Housing	4.3 A sufficient amount of quality affordable housing with healthy living environments is available to meet the needs of low and moderate-income residents, and provide the opportunity for our business' lower-wage employees to live within the City.	4.3.1	Strive to meet the targets established and defined in the Countywide Planning Policies for low- and moderate-income housing as a percentage of projected overall household inventory.						X			
			4.3.2	Work with County, State, Federal and non-profit organizations to create and retain affordable housing, and apply for federal and state housing funds available to assist in the development or improvement of affordable housing.						X			

Comprehensive Plan Policy Summary – City of Snoqualmie													
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			4.3.3	*Evaluate the supply and condition of affordable housing in the City every five years to measure the effectiveness of City housing policies, regulations and incentives and provide assistance to retain low-income units where feasible.*						X			

Comprehensive Plan Policy Summary – City of Snoqualmie													
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			4.3.4	*To the maximum extent feasible, require affordable housing to be: provided in new Mixed Use, Planned Residential and Innovative Development district projects; either proximal to services or dispersed throughout new developments; and include an appropriate mix of rental and owner-occupied units that are made available to people with qualifying incomes.*						X			

Comprehensive Plan Policy Summary – City of Snoqualmie													
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			4.3.5	*With the cooperation of other government entities, non-profit housing organizations, and housing developers, investigate alternative means for keeping affordable housing affordable, so that units do not immediately appreciate beyond the reach of applicable income levels.*						X			
			4.3.6	*Consider strategies and mechanisms such as density bonuses, expedited permit processes, and where allowed by law, tax waivers and relief from development fees, to encourage very low- and low-income housing development.*						X			

Comprehensive Plan Policy Summary – City of Snoqualmie													
	Policy Info				Policy Categories								
Element	**Section**	**Objective**	**Policy #**	**Policy Text**	**Single Family Housing**	**Duplex**	**Town-homes**	**Multi-Family**	**ADUs**	**Affordable Housing**	**Seniors and Other Special Needs Groups**	**Tiny House**	**Other**
			4.3.7	Grant priority to the development review process for projects providing 15 percent or more of the proposed residential units as affordable units.						X			
			4.3.8	Encourage development and utilization of Community Land Trusts as one tool for addressing the community's affordable housing needs.						X			

Comprehensive Plan Policy Summary – City of Snoqualmie													
	Policy Info				Policy Categories								
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	4. Sustainable Design & Construction	4.4 The City supports sustainable housing design through applicable code, programs, partnerships and educational efforts	4.4.1	To reduce housing operation and maintenance costs, energy use and impact on natural resources, encourage the use of high quality, durable, and low-maintenance building materials, high-efficiency energy systems, and environmentally responsible building principles in all new housing and renovation projects.									X
			4.4.2	Provide education to citizens on green housing renovation options and energy conservation.									X

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	Policy Info				Policy Categories									
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			4.4.3	*Require new housing developments to provide streetscape improvements, open space, and recreation amenities to support the City's urban forest goals, establish a sense of neighborhood cohesion and permanence, and promote community distinctiveness.*									X
			4.4.4	*Utilize floor area ratio and other standards as appropriate to promote housing that is affordable, in-scale with the lot, and has reduced environmental impacts over its lifetime.*						X			X

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			4.4.5	*Maintain a Housing Inspection and Code Enforcement Program to ensure the continued safety and viability of rental housing, with annual Building Department inspections.*		X		X		X			
Land Use **Goal 7:**	1. *Urban Growth Area*	7.1 *Snoqualmie's urban growth area is sufficiently sized and configured to accommodate projected growth, and maintains long term compatibility between a range of land uses.*	7.1.1	*Maintain a sufficient supply of suitable land in the applicable land use designations within the City and urban growth area to ensure residential development capacity meets or exceeds the City's twenty-year housing projections.*									

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	2. Balanced, Healthy Development Pattern	7.2 A generally compact development pattern of physically connected, distinct, complete neighborhoods that provide for a balanced mix of land uses essential to the daily life of Snoqualmie citizens, employees and surrounding rural area residents.	7.2.1	Zone to allow and encourage mixed-use areas that integrate residential, commercial, office and public uses so that housing, jobs, daily needs and other activities are within easy walking distance of each-other.				X					X
			7.2.2	Direct development of higher-density housing to areas in close proximity to shops, public facilities and transit stops to help create place and identity, reduce commuting expenses, reduce greenhouse gas emissions and encourage physical activity.				X					

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			7.2.3	*Encourage land assembly allowing for feasible and attractive housing or mixed housing/commercial developments, and facilitate matching compatible owners that can work jointly to consolidate and sell or develop such land.*				X					X
			7.2.4	*Maintain a town and neighborhood center focus for the Historic Snoqualmie and Snoqualmie Ridge neighborhoods that combines commercial, civic, cultural, residential and recreational uses.*				X					X

Comprehensive Plan Policy Summary – City of Snoqualmie													
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	3. Floodplain Land Use	7.3 Development and conservation within the 100-year floodplain is managed to protect existing and new development from flood hazards and to promote enjoyment of the natural and scenic character of the Snoqualmie River shoreline.	7.3.1	Limit creation of new single family residential lots in the floodplain to low density where roads and services are adjacent, but allow for small lot infill and redevelopment with attached townhomes and residential units above commercial uses in the floodplain where such uses can be served by alleys and are within walking distance of the historic downtown commercial core.			X	X					X

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			7.3.2	*Encourage a range of housing options and settings by allowing for creation of new lots in the floodplain through subdivisions with various low density lot sizes as appropriate, depending on existing infrastructure, development pattern and proximity to the downtown core.*	X	X	X						
			7.3.3	*Help protect development from flood hazards through residential lot coverage standards and impervious surface standards for different land use designations.*	X	X	X	X	X				

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			7.3.4	*Use the Floodway Overlay District (SMC 17.40) for residentially-zoned districts within the 100-year floodway to provide opportunity for commercial uses compatible in scale, character and impacts to existing single-family uses.*									
			7.3.8	*Require the first floor of new residential construction and construction involving substantial improvements to existing residential structures to be elevated to at least three feet above the base flood elevation.*									

Comprehensive Plan Policy Summary – City of Snoqualmie														
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	4. Residential Land Use	7.4 High quality residential areas that provide dwelling units of various type, density, and costs to meet the needs and interests of a diverse population.	7.4.1	Maintain land use designations and zoning to allow and encourage a spectrum of housing types and price ranges that match the jobs in the City and make it possible for people to live and work in Snoqualmie.	X	X	X	X	X	X	X		
			7.4.2	Define residential density according to Table 1.1, and maintain zoning that promotes new residential subdivisions containing an integrated mix of lot sizes to promote housing diversity and avoid streetscape monotony.	X	X	X						

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			7.4.3	*Limit the height and scale of multifamily buildings to three stories, but consider additional height for special needs or affordable housing, where viewshed impacts can be mitigated.*				X		X	X		
			7.4.4	*Use multiple family housing as a transition between uses so that higher density apartment and townhouse projects are located closer to commercial and industrial land uses, and lower density duplex, triplex, garden apartments and townhouses are located closer to single family areas.*		X	X	X					

Comprehensive Plan Policy Summary – City of Snoqualmie													
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			7.4.5	Provide for residential streets that maintain property values and encourage walking by supporting pedestrian safety and comfort, through standards that require on-street parking and sidewalks separated by planter strips with street trees.	X	X	X	X					
			7.4.6	Allow day care homes in all residential zones and allow day care centers in single family zones through the conditional use process, subject to state licensing and other requirements.	X	X	X	X					X

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	5. Commercial and Industrial Land Use	7.5 A local economy that meets our citizens' everyday commercial needs, supports a vibrant tourism industry, provides living-wage jobs, enhances community distinctiveness, and maintains a sufficient and sustainable tax base for the City.	7.5.3	Allow and encourage neighborhood scale retail and service business uses within large-scale master-planned residential and mixed-use developments.									X
			7.5.6	Support the transformation of underutilized lands such as brownfields and greyfields to viable mixed-use or commercial/ industrial employment areas as appropriate.									X

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	6. Institutional & Utilities Land Use	7.6 Needed institutional and utility land uses are accommodated within the community with minimal land use conflicts.	7.6.2	Allow for institutional uses in Mixed Use and Planned Commercial/ Industrial districts, and specify certain institutional uses, such as museums, interpretive centers, and community recreation centers as appropriate for designated Parks and Open Space areas.									X

APPENDIX 4: CITY RESOLUTION ADOPTING PLAN

APPENDIX 5: COPY OF RCW 36.70A.600

PDF **RCW 36.70A.600**

Cities planning under RCW 36.70A.040—Increasing residential building capacity—Housing action plan authorized—Grant assistance.

(1) A city planning pursuant to RCW **36.70A.040** is encouraged to take the following actions in order to increase its residential building capacity:

(a) Authorize development in one or more areas of not fewer than five hundred acres that include at least one train station served by commuter rail or light rail with an average of at least fifty residential units per acre that require no more than an average of one on-site parking space per two bedrooms in the portions of multifamily zones that are located within the areas;

(b) Authorize development in one or more areas of not fewer than two hundred acres in cities with a population greater than forty thousand or not fewer than one hundred acres in cities with a population less than forty thousand that include at least one bus stop served by scheduled bus service of at least four times per hour for twelve or more hours per day with an average of at least twenty-five residential units per acre that require no more than an average of one on-site parking space per two bedrooms in portions of the multifamily zones that are located within the areas;

(c) Authorize at least one duplex, triplex, quadplex, sixplex, stacked flat, townhouse, or courtyard apartment on each parcel in one or more zoning districts that permit single-family residences unless a city documents a specific infrastructure of physical constraint that would make this requirement unfeasible for a particular parcel;

(d) Authorize a duplex, triplex, quadplex, sixplex, stacked flat, townhouse, or courtyard apartment on one or more parcels for which they are not currently authorized;

(e) Authorize cluster zoning or lot size averaging in all zoning districts that permit single-family residences;

(f) Adopt a subarea plan pursuant to RCW **43.21C.420**;

(g) Adopt a planned action pursuant to RCW **43.21C.440**(1)(b)(ii), except that an environmental impact statement pursuant to RCW **43.21C.030** is not required for such an action;

(h) Adopt increases in categorical exemptions pursuant to RCW **43.21C.229** for residential or mixed-use development;

(i) Adopt a form-based code in one or more zoning districts that permit residential uses. "Form-based code" means a land development regulation that uses physical form, rather than separation of use, as the organizing principle for the code;

(j) Authorize a duplex on each corner lot within all zoning districts that permit single-family residences;

(k) Allow for the division or redivision of land into the maximum number of lots through the short subdivision process provided in chapter **58.17** RCW;

(l) Authorize a minimum net density of six dwelling units per acre in all residential zones, where the residential development capacity will increase within the city. For purposes of this subsection, the calculation of net density does not include the square footage of areas that are otherwise prohibited from development, such as critical areas, the area of buffers around critical areas, and the area of roads and similar features;

(m) Create one or more zoning districts of medium density in which individual lots may be no larger than three thousand five hundred square feet and single-family residences may be no larger than one thousand two hundred square feet;

(n) Authorize accessory dwelling units in one or more zoning districts in which they are currently prohibited;

(o) Remove minimum residential parking requirements related to accessory dwelling units;

(p) Remove owner occupancy requirements related to accessory dwelling units;

(q) Adopt new square footage requirements related to accessory dwelling units that are less restrictive than existing square footage requirements related to accessory dwelling units;

(r) Adopt maximum allowable exemption levels in WAC 197-11-800(1) as it existed on June 11, 2020, or such subsequent date as may be provided by the department of ecology by rule, consistent with the purposes of this section;

(s) Adopt standards for administrative approval of final plats pursuant to RCW **58.17.100**;

(t) Adopt ordinances authorizing administrative review of preliminary plats pursuant to RCW **58.17.095**;

(u) Adopt other permit process improvements where it is demonstrated that the code, development regulation, or ordinance changes will result in a more efficient permit process for customers;

(v) Update use matrices and allowable use tables that eliminate conditional use permits and administrative conditional use permits for all housing types, including single-family homes, townhomes, multifamily housing, low-income housing, and senior housing, but excluding essential public facilities;

(w) Allow off-street parking to compensate for lack of on-street parking when private roads are utilized or a parking demand study shows that less parking is required for the project;

(x) Develop a local program that offers homeowners a combination of financing, design, permitting, or construction support to build accessory dwelling units. A city may condition this program on a requirement to provide the unit for affordable home ownership or rent the accessory dwelling unit for a defined period of time to either tenants in a housing subsidy program as defined in RCW **43.31.605**(14) or to tenants whose income is less than eighty percent of the city or county median family income. If the city includes an affordability requirement under the program, it must provide additional incentives, such as:

(i) Density bonuses;

(ii) Height and bulk bonuses;

(iii) Fee waivers or exemptions;

(iv) Parking reductions; or

(v) Expedited permitting; and

(y) Develop a local program that offers homeowners a combination of financing, design, permitting, or construction support to convert a single-family home into a duplex, triplex, or quadplex where those housing types are authorized. A local government may condition this program on a requirement to provide a certain number of units for affordable home ownership or to rent a certain number of the newly created units for a defined period of time to either tenants in a housing subsidy program as defined in RCW **43.31.605**(14) or to tenants whose income is less than eighty percent of the city or county median family income. If the city includes an affordability requirement, it must provide additional incentives, such as:

(i) Density bonuses;

(ii) Height and bulk bonuses;

(iii) Fee waivers or exemptions;

(iv) Parking reductions; or

(v) Expedited permitting.

(2) A city planning pursuant to RCW **36.70A.040** may adopt a housing action plan as described in this subsection. The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. A housing action plan may utilize data compiled pursuant to RCW **36.70A.610**. The housing action plan should:

(a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;

(b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;

(c) Analyze population and employment trends, with documentation of projections;

(d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;

(e) Review and evaluate the current housing element adopted pursuant to RCW **36.70A.070**, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;

(f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and

(g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.

(3) The adoption of ordinances, development regulations and amendments to such regulations, and other nonproject actions taken by a city to implement the actions specified in subsection (1) of this section, with the exception of the action specified in subsection (1)(f) of this section, are not subject to administrative or judicial appeal under chapter **43.21C** RCW.

(4) Any action taken by a city prior to April 1, 2023, to amend its comprehensive plan or adopt or amend ordinances or development regulations, solely to enact provisions under subsection (1) of this section is not subject to legal challenge under this chapter.

(5) In taking action under subsection (1) of this section, cities are encouraged to utilize strategies that increase residential building capacity in areas with frequent transit service and with the transportation and utility infrastructure that supports the additional residential building capacity.

(6) A city that is planning to take at least two actions under subsection (1) of this section, and that action will occur between July 28, 2019, and April 1, 2021, is eligible to apply to the department for planning grant assistance of up to one hundred thousand dollars, subject to the availability of funds appropriated for that purpose. The department shall develop grant criteria to ensure that grant funds awarded are proportionate to the level of effort proposed by a city, and the potential increase in housing supply or regulatory streamlining that could be achieved. Funding may be provided in advance of, and to support, adoption of policies or ordinances consistent with this section. A city can request, and the department may award, more than one hundred thousand dollars for applications that demonstrate extraordinary potential to increase housing supply or regulatory streamlining.

(7) A city seeking to develop a housing action plan under subsection (2) of this section is eligible to apply to the department for up to one hundred thousand dollars.

(8) The department shall establish grant award amounts under subsections (6) and (7) of this section based on the expected number of cities that will seek grant assistance, to ensure that all cities can receive some level of grant support. If funding capacity allows, the department may consider accepting and funding applications from cities with a population of less than twenty thousand if the actions proposed in the application will create a significant amount of housing capacity or regulatory streamlining and are consistent with the actions in this section.

(9) In implementing chapter 348, Laws of 2019, cities are encouraged to prioritize the creation of affordable, inclusive neighborhoods and to consider the risk of residential displacement, particularly in neighborhoods with communities at high risk of displacement.

[**2022 c 246 § 1**; **2020 c 173 § 1**; **2019 c 348 § 1**.]

APPENDIX 6: COMMERCE CROSS-WALK

The following table illustrates how the HSP complies with the requirements under HB 1923 and codified in RCW 36.70A.200(2) as implemented by the Washington Department of Commerce.

HB 1923 Requirement	Compliance
Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;	*The HNA presented herein quantifies existing and projected housing needs for all income levels, including extremely low-income households. It documents housing and household characteristics on pages 7 through 10 in Appendix 1. It addresses cost burden and the housing gap on pages 25 through 26.*
Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;	*The final HSP presented herein delineates a wide variety of strategies and policies designed to increase the supply and variety of housing needed to serve the needs identified in the HNA. For example, recommended actions in the Plan call for modifying development regulations (use tables and bulk regulations) to increase the places and situations where "missing middle" housing can be built. The plan recommends more widespread use of the R-2 and R-3 zones in areas currently zoned R-1 that have not developed fully to incorporate more diverse housing types into future neighborhoods. Other actions to increase the supply and diversity of housing types include revising tiny home and ADU regulations, using the multi-family tax exemption as an incentive to build affordable housing, allowing first-floor residential in some commercial zones, and building partnerships with affordable housing developers.*
Analyze population and employment trends, with documentation of projections;	*The Regional and Individual HNAs fully analyze population and employment trends, with documentation of projections. Care has been taken in this process to account for the demographic and economic factors that make Snoqualmie unique. These projections, particularly population, are used as the basis for*

	calculating expected housing needs over the planning period.
Consider strategies to minimize displacement of low-income residents resulting from redevelopment;	*The HSP contemplates a number of strategies explicitly designed to minimize displacement of low-income residents resulting from redevelopment. For example, actions on tenant protection, permanent supportive and transitional housing, and MFTE all help address displacement from redevelopment although redevelopment pressure in Snoqualmie is currently low.*
Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;	*The HSP includes an evaluation of the success of the current Housing Element of the adopted Snoqualmie Comprehensive Plan (Appendix 3). This evaluation finds that the Land Use and Housing Elements of the existing Snoqualmie comprehensive plan provide a good deal of existing policy support for several of the strategies in this HSP. Recommendations for the City as it sets its sights on a plan update due in June 2024 include policy support for reducing displacement, increasing equity, and planning for and accommodating all economic segments of the community.*
Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and	*The HSP effort prioritized public and stakeholder engagement from the beginning. The project team developed an interview protocol with key stakeholders as required by RCW 36.70A.600 and held 10 interviews in late 2022 and early 2023 to vet the Housing Needs Assessment and develop draft housing actions for the HSP. City staff and the project team also developed a project webpage and made the draft HAP and final HNA available in navigable documents, and the City has reached out through its communication channels.*
Include a schedule of programs and actions to implement the recommendations of the housing action plan.	*The HSP includes an implementation strategy for its policies in Chapter F. This action implementation table was developed by the project team in consultation with City staff and elected and appointed officials.*

APPENDIX 7: GLOSSARY OF TERMS AND FUNDING SOURCES

Affordable Housing Development Information

This section describes the affordable housing development and finance process and how it differs from market rate development, lists common state and local funding sources for housing, and includes a description of geographies associated with affordable housing benefits.

Typical Affordable Housing Development Process

The development of new, multifamily regulated affordable housing is a long and complex process. It is subject to many of the same development conditions as market-rate development, with added complexity due to lower rents requiring additional, lower-cost funding. The development process begins in predevelopment (design and feasibility, land entitlements, and funding applications) then enters construction, before beginning operations. The following are typical development phases for regulated affordable housing projects.

Design and Feasibility

Affordable housing developers start with an understanding of the need for less expensive housing in an area.

How many units are needed at what rent level?

What income levels have the biggest gaps in housing supply?

What populations are struggling with housing costs the most?

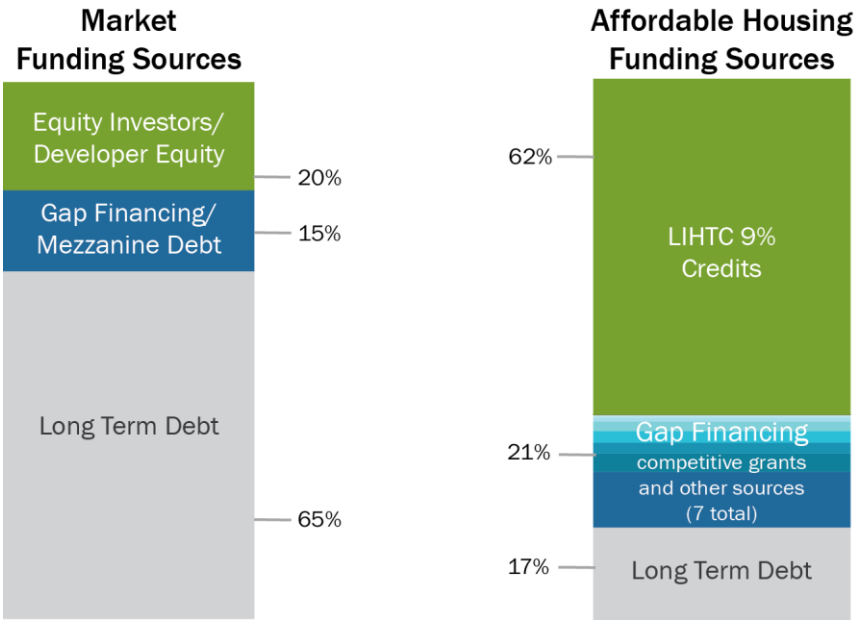
Just like market rate developers, affordable housing developers test the financial feasibility of what they hope to build against the local political and economic conditions. They must estimate what it will cost to build, what affordability levels the region needs, and the amount of funding available to build the project. If the project is not financially or politically feasible (i.e., cannot find adequate funding sources or does not meet a neighborhood's goals), building the housing will be immensely challenging. Key challenges that are considered: cost of land, development allowed on the land (zoning), costs of construction, rents or prices, costs of operations (for multifamily), or local opposition to the project.

How does affordable housing differ?

Both affordable housing development and market-rate development need to go through design and feasibility. Affordable housing development differs from market-rate development in this stage due to limited funding. With the goal of providing below-market rents, the financing structure (often called the "capital stack") of an affordable housing development needs to fill a gap (often called a "funding gap") between what it costs to build the property and what the property's operations can support. A market rate development will typically have investor equity and one or two types of debt financing, but an affordable housing development may also need to secure public funding, grants, operating subsidies, and low-cost or forgivable debt on top of competitive investor equity sources (see the figure on the following page). Some affordable housing developers need to secure predevelopment loans or grants as they work out the logistics of project feasibility.

Sometimes, affordable housing developments are given free or reduced cost land, which aids feasibility and reduces the amount of debt needed.

Typical Capital Stacks in a Market Rate and a 9% LIHTC Affordable Housing Development



Source: ECONorthwest

Land Use Entitlements

This is the process of getting control of the site (buying land or assembling parcels) and getting the legal authority to develop (zoning and permitting, design review, neighborhood opposition, etc.). This can take months or years depending on the type of project, the required level of public review, the time it takes to obtain permits, the amount of neighborhood opposition, and many other factors. Developers typically take out pre-development loans to cover these costs, meaning that delays incur "carrying costs" (the interest that accrues on the loan each month of the process). This loan may be wrapped into or repaid by the construction loan.

How does affordable housing differ?

Both affordable housing developments and market-rate developments need to secure land use entitlements. One major way that affordable housing development differs from market-rate development in this stage, is due to neighborhood opposition. It is common for neighborhoods to object to a new affordable housing development, and some may use the slow land use entitlements process to delay or "kill" a project. Some market-rate developments may face opposition in this process, but they may also be in a better financial position to weather delays (e.g., if a market rate developer does not need a pre-development loan, delays do not incur carrying costs).

Public Funding Applications

This is a unique step required of affordable housing development that does not apply to market-rate development. Often, affordable housing developments receive public funding in exchange for renting to low-income households. With rents set below market, the property will have insufficient rent revenue to cover its operating costs and support the loans needed to pay for development. Thus, the property must apply for a range of low-cost funding, project equity, or grants to reach feasibility and begin construction. This step adds cost, time, complexity, and uncertainty to the development process. Because public funding is limited, these application cycles are very competitive and not all projects will receive the funding to move forward. The policy goals attached to each funding amount can influence the type of housing built (e.g., housing for families or seniors) as well as the income levels served. Most often, a project needs to have site control before it can receive funding.

How does affordable housing differ?

Market-rate developments do not typically need to secure public funding for development.

Construction

Once a property has site control, entitlements, and a confirmed design concept, it can begin construction. This stage depends on the availability of labor, materials, and equipment, as well as the complexity and size of the development. The project will take out a construction loan to cover these costs, which means that delays in construction incur additional "carrying costs." The construction loan is repaid by the permanent loan, which is sized based on the net operating income of the project (rent revenues minus operating expenses).

How does affordable housing differ?

Affordable housing projects do not meaningfully differ from market-rate projects in the construction process. However, they may have simpler designs and prioritize faster construction timelines.

Operations

Once the project is built and leased, it begins operations. Rents are determined at the project feasibility stage and are very important in the project's operating phase. Feasibility and funding applications can occur several years prior to the project operating. The revenues from property rents need to be high enough to cover the cost of operating the property (including maintenance and repairs, landscaping, taxes, and numerous other fees and costs). The project's net operating income must also service the monthly debt payments on the permanent loan. Banks generally require an income "cushion" to assure that the property has enough operating income to pay its debts. This means that net operating income must be 15 percent to 20 percent higher than the debt payment. Any change in rent revenues (market softening, competition, vacancies, etc.), costs of operations (higher taxes, maintenance costs, capital repairs, etc.) can meaningfully disrupt a property's operations.

How does affordable housing differ?

Affordable housing properties operate under affordability restrictions for a specified period of time (e.g., 15-99 years), and are typically managed by mission-driven developers or non-profit organizations. In contrast, many market rate properties will sell to an institutional investor after the

property stabilizes (after 5 or 8 years of operations). Another difference in affordable housing operations is that typically, affordable housing properties are required to put a portion of operating funds into reserves (both capital reserves and or operating reserves) which serve as a cushion for unexpected vacancies, disruptions to operations, or major capital repairs. These reserves help prevent most affordable housing properties from defaulting on debt service requirements (LIHTC properties, in particular, have very low default rates). Market rate properties are not required to keep reserves. Lastly, another difference in affordable housing operations, is that often the properties may have insufficient cash flow (funds left over after paying for operating expenses and debt) to pay for any cash-flow dependent line items (e.g., the developer fee, cash-flow dependent loans, etc.) In contrast, market rate properties seek financial returns from the property, to provide steady cash flow to the owner or investor. While cash flow is not always available due to market rent fluctuations and or vacancies, the deals are structured to seek financial returns.

Local Affordable Housing Funding Sources

This section descries the state and local affordable housing funding sources available to developers looking to construct affordable housing properties in Snoqualmie. This section focuses solely on funding sources, not indirect financing sources that provide financial benefits to properties via reduced costs. The local funding sources do not include non-financial funding sources, like density bonuses or impact fee waivers, that indirectly provide funding by reducing costs.

Washington State Funding Sources

The Washington State Housing Finance Commission *offers several funding programs to build multifamily affordable housing. Additionally, properties utilizing some of these funding sources can receive funding "boosts" if they are located in one of the geographic areas described below.*

The Low-Income Housing Tax Credit (LIHTC) *program is the largest source of funding. It has two types: the 9% tax credit program is more valuable, but limited, and is awarded competitively through annual funding applications. The 4% bond tax credit program is less valuable for project financing, but the program is not competitive. Any project that is able to make the funding program work can access the tax credits up to a certain bond cap across the state. These programs typically fund housing units that are affordable to households earning below 60% of AMI.*

The 80/20 Private Activity Bond *program can fund construction and development costs for affordable housing projects. The interest on the funding is tax exempt, thereby reducing total development costs and increasing project feasibility. This program typically funds housing units that are affordable to households earning below 60% of AMI.6*

Non-Profit Housing Bonds *can assist 501(c)(3) nonprofits in financing numerous housing developments. These funds are more flexible than other types of financing programs.*

The Land Acquisition Program *assists qualified nonprofits with purchasing land for affordable housing development.*

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6 Washington State Housing Finance Commission. 2020. Multifamily Housing 80/20 Bond Program: https://www.wshfc.org/mhcf/BondsOnly8020/index.htm

The Washington State Department of Commerce *offers three additional funding programs for developing affordable housing.*

The Washington State Housing Trust Fund *provides loans and grants to affordable housing projects through annual competitive applications. This program typically funds housing units that are affordable to households earning below 80% of AMI.*

The Housing Preservation Program *provides funding for affordable housing rehabilitation, preservation, and capital improvement needs. It is only available for projects that have previously received Housing Trust Funds.*

The HOME Program *is a federal block grant program funded through the US Department of Housing and Urban Development (HUD). This program offers funding for the preservation and development of affordable rental housing to non-profit organizations, public housing authorities, and local and tribal governments. HOME Funds typically build units that are affordable to households earning below 50% of AMI.*

Local Funding Sources

A property tax levy *(RCW 84.52.105) – allows jurisdictions to place an additional tax up to $0.50 per thousand dollars assessed for up to ten years. Funds must go toward financing affordable housing for households earning below 50% MFI.*

A sales tax levy *(RCW 82.14.530) – allows jurisdictions to place a sales tax up to 0.1 percent. At least 60 percent of funds must go toward constructing affordable housing, mental/behavioral health-related facilities, or funding the operations and maintenance costs of affordable housing and facilities where housing-related programs are provided. At least 40 percent of funds must go toward mental / behavioral health treatment programs and services or housing-related services.*

A real estate excise tax (REET) *(RCW 82.46.035) – allows a portion of City REET funds to be used for affordable housing projects and the planning, acquisition, rehabilitation, repair, replacement, construction, or improvement of facilities for people experiencing homelessness. These projects must be listed in the City's the capital facilities plan. Snoqualmie currently uses this.*

Community Development Block Grants (CDBG) *– King County receives CDBG funding from the U.S. Department of Housing and Urban Development (HUD). CDBG funds can be used in a variety of ways, including the funding of low-income housing development and social services to improve the living conditions of homes within the county. CDBG public facilities Notice of Funding Availability typically is published in the fall for contracts that commence during the following summer.*[7]

7 Pierce County Community Development Block Grant Program. 2020. https://www.co.pierce.wa.us/4853/Community-Development-Block-Grant-Progra

Federal Government Designated Geographic Areas for Affordable Housing Support

Developing a regulated affordable housing property can be a complex and difficult process. Different funding sources may have different priorities, and the costs of land and development can be prohibitive. To help alleviate some of these difficulties, the federal government has designated certain geographic areas to receive higher priority or more funding for regulated affordable housing development. These include Qualified Census Tracts, Difficult to Develop Areas, and Opportunity Zones, each described below.

Qualified Census Tracts

HUD defines a Qualified Census Tract (QCT) as a Census Tract with "50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI)" or one where the poverty rate exceeds 25 percent. 8 Affordable housing developments in QCTs that apply for LIHTC funding receive a boost in the amount of tax credits they can receive. Snoqualmie does not have any QCTs.

Difficult Development Areas

HUD defines a Difficult Development Areas (DDA) as "areas with high land, construction and utility costs relative to the area median income" and uses HUD Fair Market Rents, income limits, 2010 census, and 5-year American Community Survey (ACS) data as determinants. Snoqualmie is located within zip code 98065, which is considered a Difficult Development Area.

Opportunity Zones

In addition, the 2017 federal Tax Cuts and Jobs Act created the Opportunity Zone program which is designed to incentivize investment in low-income communities by providing tax benefits. Opportunity Zones are Census Tracts where the poverty rate exceeds 20 percent. 9 While there are no specific funding boosts for affordable housing projects developed in Opportunity Zones, the tax incentives make other types of multifamily development more feasible. None of Snoqualmie is currently considered to be an Opportunity Zone.

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8 HUD. 2020. "Qualified Census Tracts and Difficult Development Areas." www.huduser.gov/portal/datasets/qct.html

9 Washington State Department of Commerce. 2020. "Opportunity Zones-An Incentive to Invest in Lower-Income Areas." https://www.commerce.wa.gov/growing-the-economy/opportunity-zones/

APPENDIX 8: SUMMARY OF ENGAGEMENT RESULTS

Summary of Engagement Results

This Housing Action Plan was developed with a range of public engagement. The City relied on close consultation with a group of interviewees, contacted with help from city staff, who helped to shape the issues, focus, and vision of the Plan and pointed the way to identification of strategies and actions. The project team conducted in-depth interviews with representatives from the following groups and organizations:

- Ridge Owner's Association
- Reclaim (formerly Snoqualmie Valley Shelter Services)
- Hauglie Insurance
- Snoqualmie Tribe
- Carepoint Clinic
- Mount Si Senior Center
- Panorama Apartments
- Church on the Ridge

The project team asked the interviewees the following questions:

1. How long have you lived in or been involved with the Snoqualmie community?
2. What community or communities do you represent?
3. What do you know about current housing policy in Snoqualmie? What have you seen missing in Snoqualmie's approach to housing?
4. What gaps do you see in housing in Snoqualmie? What types of housing do you think the community needs?
5. What types of "middle housing" do you think Snoqualmie has the greatest need or opportunity for?

The project team used input from city staff as well as from the interviewees to craft action writeups and recommendations. The project team will engage the interviewees and their organizations again once the draft HAP is completed to follow up and fine-tune the plan.

Community Interview Questions

Interviewer, Company – Date

Questions – General

1. How long have you lived in or been involved with the Snoqualmie community?
2. What community or communities do you represent?

Questions – Technical

1. What do you know about current housing policy in Snoqualmie? What have you seen missing in Snoqualmie's approach to housing policy?
2. What gaps do you see in housing in Snoqualmie? What types of housing does this community need? What about in the area surrounding Snoqualmie?
3. What types of "Missing Middle" housing do you think Snoqualmie has the greatest need or opportunity for?

Community Contacts

Provided by city staff

- **Community Member**: Amy Atchison, Ridge Owners Association Director

  Community Groups: Snoqualmie Valley Transportation (Amy Biggs), Mt Si Senior Center - Susan Kingsbury-Comeau CAREPoint: Tami Jones, Panorama- Cassandra Garcia, Trail Youth Coffee: Kristen Zuray, Snoqualmie Valley Shelter: Jennifer Kirk, Snoqualmie Tribe: Jamie Martin

- **Local Builders**: Mariah Gill, David Ratliff

- **Local Realtors**: John Pearlstein (E&V) –. Angela Donaldson

- **Non-Profit Housing Advocates**: Homestead Community Land Trust, Kathleen Hosfeld, Jennifer Kirk, David Ratliff

- **Local Religious groups**: Michael Kuehner, Church on the Ridge
- Life Community Church

- **School Districts**: Snoqualmie Valley School District

- **Snoqualmie Council Members**: Rob Wotton Rob Wotton, Joylon Johnson

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-063
May 22, 2023
Choose an item.

AGENDA BILL INFORMATION

TITLE:	AB23-063: Amendment with RH2 Engineering for Water Reclamation Facility Phase 3 Services During Construction	☐ Discussion Only ☒ Action Needed:
PROPOSED COUNCIL ACTION:	Approve an amendment to the agreement with RH2 Engineering for services during construction	☒ Motion ☐ Ordinance ☐ Resolution

REVIEW:	Department Director/Peer	Mike Chambless	n/a
	Finance	Janna Walker	5/5/2023
	Legal	Anna Astrakhan	5/4/2023
	City Administrator	Mike Sauerwein	n/a

DEPARTMENT:	Parks & Public Works	
STAFF:	Andrew Vining	
COMMITTEE:	Parks & Public Works	**COMMITTEE DATE:** May 16, 2023
MEMBERS:	Ethan Benson Bryan Holloway Jo Johnson	
EXHIBITS:	1. Amendment to RH2 Services Agreement 2. CIP Excerpt: Water Reclamation Facility Phase 3	

AMOUNT OF EXPENDITURE	$ 1,373,095
AMOUNT BUDGETED	$ $15,262,217
APPROPRIATION REQUESTED	$ 0

SUMMARY

INTRODUCTION

This agenda bill seeks to amend the existing services agreement with RH2 Engineering for the Water Reclamation Facility (WRF) Phase 3 to include engineering support services during construction and Supervisory Control and Data Acquisition (SCADA) Programming of major improvements at the WRF Site. The WRF Phase 3 Improvements will increase sewer treatment capacity, enhance performance, and replace critical components that are nearing the end of their expected service life.

LEGISLATIVE HISTORY

The original contract with RH2 Engineering was approved by Council on February 28, 2022 under AB22-031 to complete preliminary design of the WRF Phase 3 Improvements. On August 22, 2022 under AB22-108 Council Approved Amendment No. 1 to the services agreement to include final design, permitting, and services during bidding of the WRF Phase 3 Improvements. On January 9, 2023 under AB23-002 Council Approved Amendment No. 2 to the services agreement to include engineering services support services during construction and SCADA Programming for the Kimball Creek Lift Station.

BACKGROUND

The City's General Sewer Plan identified multiple projects for the Phase 3 of the WRF Improvements including major improvements at the headworks, oxidation ditches, and solids handling facility. These major improvements will increase treatment capacity, enhance performance, and replace components that are nearing the end of their expected service life. In May 2022, during WRF Phase 3 preliminary design, the City entered into an agreement with the Snoqualmie Tribe for the provision of added sewer utility service related to Casino expansion scheduled to soft start in fourth quarter 2024. The agreement included General Facility Charges (GFCs) as well as project schedule milestones to ensure that commercially reasonable and best efforts are made such that added sewer utility services will be available for the soft opening.

The final design work is now complete and the WRF Phase 3 Improvements were advertised to bidders on April 21st, 2023. Early bidding and award of these improvements allows for the contractor to procure equipment with long lead times and phase construction for minimal impacts to WRF operations. Engineering support for this work is scheduled to begin in summer 2023 as the contractor begins submittals for early equipment procurement.

Below is a summary of the current and proposed engineering services related to the Phase 3 Improvements at the WRF:

- Task 2 – Preliminary Design of Major WRF Improvements (Completed under original contract)
- Task 6 – Final Design of Major WRF Improvements (Completed under Amendment 1)
- Task 7 –Permitting for Major WRF Improvements (Completed under Amendment 1)
- Task 8 – Support During Bidding for the Major WRF Improvements (Completed under Amendment 1)
- Task 11 – Support During Construction of Major WRF Improvements (Proposed under Amendment 3)
- Task 12 –SCADA Programming for Major WRF Improvements (Proposed under Amendment 3)

ANALYSIS

The intent of this project is to increase the capacity of the WRF, replace aging equipment, and enhance treatment performance to maintain compliance with the NDPES Permit. The design phase work is complete and construction is expected to begin promptly to maintain permit compliance and fulfill obligations to current and future sewer customers. Engineering support for this work will summer 2023 as the contractor begins submittals for early equipment procurement. These tasks were anticipated at the time of the original contract and the fee is consistent with original project budget estimates.

BUDGET IMPACTS

Administration recommends approval of Amendment No. 3 with RH2 Engineering in the amount of $1,373,095 to include engineering support services during construction and Supervisory Control and Data Acquisition (SCADA) Programming of major improvements at the WRF Site. The City incorporated the project into the 2023-2028 Capital Improvement Plan (CIP) (see Exhibit #2) with a total project budget of $15,262,217 and into the 2023-2024 Biennial Budget with a budget of $13,357,000. When accounting for the expenditures previously incurred, the outstanding value of contracts previously approved, and the value of this contract, the City has a remaining project budget of $10,451,039 and a remaining budget of $9,251,503 for the biennium (please see the table below or on the next page). Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget (Utilities Capital Fund #417) to fund the contract.

WRF Phase III

	Life-of-Project Budget *(Multiple Bienniums)*	2023-2024 Biennial Budget
Beginning Budget	$ 15,262,217	$ 13,357,000
Expenditures	$ (1,019,530)	$ (313,849)
Outstanding Contract Value	$ (2,418,553)	$ (2,418,553)
Current Available Budget	$ 11,824,134	$ 10,624,598
Value of this Purchase Order *(AB23-063)*	$ (1,373,095)	$ (1,373,095)
Available Budget after AB23-063	$ 10,451,039	$ 9,251,503

NEXT STEPS

Following Council approval staff will work with the Mayor to execute Amendment No. 3 with RH2 Engineering. RH2 will begin submittal review for equipment procurement early summer 2023. Construction of the new blower building, headworks improvements, and solids handling improvements is expected to occur over the next year. Following completion of these tasks the oxidation ditches will be retrofitted one at time. The new treatment process will begin startup during winter 2024 and construction completion is expected during summer 2025 following commissioning and SCADA programming.

PROPOSED ACTION

Move to approve an amendment to the WRF Phase 3 design services agreement with RH2 Engineering.

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
Amendment No. 3
Water Reclamation Facility Phase 3 Improvements

This Amendment No. 3 to Agreement for Consulting Services is entered into this ____ day of May, 2023 by and between the City of Snoqualmie, a Washington municipal corporation ("City") and RH2 Engineering, Inc., a Washington corporation ("Consultant"). City and Consultant are collectively referred to herein as "the Parties."

WHEREAS, the City and Consultant previously entered into an Agreement for Consultant Services on March 1, 2022 ("Agreement"), which provided for Consultant to complete preliminary design of the WRF Phase 3 improvements; and

WHEREAS, on August 22, 2022, Council approved Amendment No. 1 to the Agreement that included final project design, permitting and support during bidding; and

WHEREAS, on January 9, 2023, Council approved Amendment No. 2 to the Agreement that included engineering support services during construction and Supervisory control and Data Acquisition (SCADA) programming at the Kimball Creek Lift Station; and

WHEREAS, the City has requested Consultant to provide additional services including engineering support services during construction and SCADA Programming of major improvements at the Water Reclamation Facility (WRF) Site; and

WHEREAS, Consultant has the resources and capability to perform this work and has provided a scope of work and an hour and fee estimate for such additional work;

NOW, THEREFORE, the parties herein do mutually agree as follows:

Section 1. Scope of Work Amended. Exhibit A ("Scope of Work") to the March 1, 2022 Agreement is hereby amended to add the additional work tasks set forth in Exhibit A to this Amendment No. 3.

Section 2. Compensation Amended. Section 2 of the March 1, 2022 Agreement ("Compensation") is hereby amended to increase the total compensation to be paid Consultant for the work from $1,355,104 to $2,728,199.

Section 3. Exhibit B ("Compensation") Amended. Exhibit B to the March 1, 2022 Agreement is hereby amended to add the additional compensation and fee details set forth in Exhibit B to this Amendment No. 3

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CITY OF SNOQUALMIE, WASHINGTON By:_____ Its: Mayor Date:_____	CONSULTANT – RH2. By:_____ Typed/Printed Name:_____ Its:_____ Date:_____
ATTEST: Deana Dean, City Clerk Date:	
APPROVED AS TO FORM: Anna Astrakhan, Assistant City Attorney Date:_____	

EXHIBIT A
Scope of Work
Amendment No. 3
City of Snoqualmie
Water Reclamation Facility Phase 3 Improvements
Services During Construction

March 2023

Background

The City of Snoqualmie (City) owns and operates the Water Reclamation Facility (WRF) and the Kimball Creek Lift Station (LS). To accommodate projected flows and loads, handle replacement of aging components installed over 20 years ago, and meet regulatory requirements, the City's 2021 *General Sewer Plan* (GSP) identified multiple projects for Phase 3 of the WRF Improvements. This Scope of Work includes Tasks necessary to provide services during construction (SDC) for the Major WRF Improvements as follows:

- Capital Improvement Program (CIP) F8 – Activated Sludge Basins Improvements: The capacity of the existing secondary treatment process nearly is exceeded at current loading. Additionally, the existing oxidation ditch equipment needs replacement due to its age. This project will convert the existing oxidation ditches into plug flow activated sludge basins with the goal of producing an activated sludge that increases the biological treatment capacity within the existing tankage while providing nutrient removal. With substantially increased mixed liquor settleability, an additional secondary clarifier likely can be avoided in the near term.
- CIP F5 – Grit Removal System Improvement Project: A significant portion of the existing grit system was replaced with the Phase 2 project, though the internal portions of the grit chamber have not been refurbished. These should be replaced due to age and any additional improvements to increase grit capture efficiency should be made.
    - During design of the Phase 3 improvements it was determined that the existing headworks screen needs to be removed and replaced.
- CIP DF6 – Aerobic Digester Aeration Improvements: Replace the existing membrane aeration equipment in the first two digesters with jet aeration equipment. This will include removal of the diffusers and top-entering mixers in these digesters. A jet aeration manifold and submersible recycle pump will be installed in each of these digesters, along with mechanical changes to support these additions. Electrical and control improvements also will be made to support these improvements.

The previous scope of work included the following tasks:

Task 1 – Project Management
Task 2 – Preliminary Design of Major WRF Improvements
Task 3 – Preliminary and Final Design of Kimball Creek LS
Task 4 – Management Reserve
Task 5 – Services During Bidding (SDB) for Kimball Creek LS
Task 6 – Final Design of Major WRF Improvements
Task 7 – Washington State Department of Ecology (Ecology) Review and City Permitting for Major WRF Improvements
Task 8 – SDB for Major WRF Improvements
Task 9 – SDC for Kimball Creek LS
Task 10 – Supervisory Control and Data Acquisition (SCADA) Programming for Kimball Creek LS

This Scope of Work includes expanding project management services in Task 1, increasing the management reserve of Task 4, and the addition of the following tasks:

Task 11 – SDC for Major WRF Improvements
Task 12 – SCADA Programming for Major WRF Improvements

Future tasks include the following:

Task 13 – Preliminary Design for Minor WRF Improvements (as identified in the GSP)

This Scope of Work captures elements for SDC for the Major WRF Improvements project.

Task 1 – Project Management

Objective: Manage RH2 Engineering, Inc.'s (RH2) project team and maintain frequent client communications. Maintain project schedule and prepare monthly invoices and budget status summaries. This existing task is amended to cover the extended duration of the contract amendment.

Approach:

1.1 Perform Project Management:

- Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein, and implement quality assurance and quality control reviews to execute this Scope of Work in close coordination with City staff.
- Document and retain information generated during the execution of the project.
- Prepare monthly invoices and budget status summaries.

RH2 Deliverables:

- Monthly progress reports with schedule, budget, work performed, and billed to date updates in electronic PDF.

Task 4 – Management Reserve

Objective: Provide additional services as requested by the City. This existing Task is amended to cover the extended duration of the contract amendment.

Approach:

4.1 Provide additional services as requested and authorized by the City. Submit a scope of work and budget estimate for supplemental services requested by the City. The City shall provide written authorization to proceed with any supplemental services.

RH2 Deliverables:

- Scope of work and budget estimate for supplemental services in electronic PDF.
- Other deliverables as requested by the City under the authorization for any supplemental services throughout the duration of Tasks 1 through 12.

Task 11 – SDC for Major WRF Improvements

Objective: Provide limited engineering SDC of the Phase 3 improvements to the level of effort stated in the fee estimate.

Approach:

11.1 Prepare Conformed for Construction Documents – Revise and update the bid plans, non-technical and technical specifications, and appendices to reflect addenda issued during the bidding phase. Print hard copies of the conformed for construction documents for contractor, City, and RH2 use during construction. Revise and update the equipment list, instrumentation schedule, and process control narratives, if applicable, to reflect addenda issued during the bidding phase.

11.2 Attend Pre-Construction Meeting – Prepare pre-construction meeting agenda. Send notice of meeting location, data, and time, along with the agenda, to invitees. Attend the meeting. Prepare meeting minutes and distribute to attendees.

11.3 Provide Construction Consultation and Document Review – Consult with the City on construction costs, scheduling, and constructability issues. Review shop drawings and catalog submittals of items requested in the technical specifications. Provide a written response to the contractor and the City accepting or rejecting each shop drawing and catalog submittal reviewed. Review written requests for information (RFIs) and change order proposals, and provide written responses to the contractor and the City. Review monthly pay requests by the contractor and coordinate with the City for processing payment. Prepare Construction Quality Assurance Plan (CQAP) and submit to Ecology for documentation, incorporating any minor comments from Ecology if provided.

11.4 Provide Part-Time On-Site Construction Observation – Provide at least two (2) RH2 representatives every two (2) weeks at construction progress meetings. Prepare meeting minutes and distribute to attendees. Review contractor's look-ahead construction schedule.

Provide one (1) RH2 representative for part-time on-site construction observation and prepare observation reports. *It is assumed that part-time construction observation includes, on average, approximately thirty-two (32) hours per week of construction support services for forty-eight (48) weeks of construction observation.* Prepare progress reports, including contract time remaining statements. Coordinate with the contractor regarding construction schedule, progress, and constructability issues. Retain the services for a certified testing company as a subconsultant for material testing and special inspections.

11.5 Provide Testing and Startup Observation – Coordinate with the contractor and the City for the scheduled testing and startup activities. *This coordination will include the review and supplementation of the testing protocols developed by the contractor and manufacturers' representatives, and review of the tests and request for corrections*. Review and supplement startup protocols developed by the contractor and manufacturers' representatives. Provide at least two (2) RH2 representatives for on-site observation during startup to document activities and coordinate with the contractor. Discuss with the contractor and the City work that has not been completed by the contractor (punch list) and discuss contractor rectification.

11.6 Review Construction Record Drawings and Operations and Maintenance Manuals – Obtain contractor and City construction field records. Review field records, including RH2's, and revise the conformed for construction drawings to construction record plan drawings. Review the contractor-provided operations and maintenance (O&M) manuals for consistency with installed equipment and instrumentation.

11.7 Provide Final Observation and Project Closeout – Attend a final on-site observation with the City and prepare a letter of recommendation for project acceptance to the City. Prepare and submit the Ecology Construction Completion form.

11.8 Prepare Facility O&M Manuals – Prepare detailed O&M manual sections for the WRF Phase 3 improvements. Include an overview of process components, detailed descriptions of normal and emergency operational procedures, troubleshooting and preventative maintenance measures, and operator safety considerations. Include appendices of process schematics, manufacturer documentation, material safety data sheets, and periodic operations checklists. Provide Ecology a copy of the WRF O&M manual sections for review and incorporate comments into the final O&M manual section documents.

Assumptions:

- *The estimate of professional services for the construction phase of the project assumes a construction schedule and contractor progress that are typical for the industry and for projects similar to this one.*
- *RH2 will be the primary point of contact for the general contractor during construction; however, RH2 has not included full-time construction observation services in the Fee Estimate. It is assumed that part-time site observation will be sufficient.*

- *RH2 is not responsible for site safety, for determining means and methods, nor for directing the contractor in their work.*
- *No date is warranted or implied for agency response or approval of submittals.*

Provided by the City:

- Meeting space and attendance at the pre-construction meeting.
- Conformed for construction non-technical specifications.
- Processing payments to the contractor.
- Attendance at construction progress meetings.

RH2 Deliverables:

- CQAP submitted to Ecology and duplicate copy to the City.
- One (1) PDF and one (1) Word file (for the City) of the pre-construction meeting agenda and hard copies for attendees.
- Notice to invitees of the pre-construction meeting location, date, and time in electronic PDF.
- One (1) hard copy, one (1) PDF, and one (1) Word file of the pre-construction meeting minutes.
- Two (2) full-size hard copies and two (2) half-size hard copies of the conformed for construction plans, two (2) hard copies of the conformed for construction specifications and appendices, and one (1) PDF of the conformed for construction plans, specifications, and appendices for the contractor.
- Five (5) hard copies, one (1) PDF, and one (1) Word file (specifications) of the conformed for construction plans (half-size), specifications, and appendices for the City.
- Written responses for contractor-provided shop drawings and submittals, RFIs, change orders, and pay requests in electronic PDF.
- Construction progress meeting minutes in PDF and Word format.
- Construction observation reports in PDF and Word format.
- Construction progress reports and contract time remaining statements in PDF and Word/Excel format.
- Written responses to contractor-provided testing and startup protocols and for requests to contractor for correction.
- Startup checklists and summaries of startup results in PDF and Excel format.
- Written punch list to contractor and one (1) hard copy, one (1) PDF, and one (1) Word file for the City.

- One (1) hard copy, one (1) PDF, and one (1) Word file of letter of recommendation for project acceptance.
- One (1) hard copy of Construction Completion form submitted to Ecology and one (1) PDF duplicate to the City.
- Written responses for review of contractor-provided O&M manuals.
- Two (2) full-size hard copies, one (1) PDF, and AutoCAD DWG files of the construction record plan drawings.
- Five (5) hard copies, one (1) PDF, and one (1) Word file of the draft WRF O&M manual sections for the improvements.
- Five (5) hard copies, one (1) PDF, and one (1) Word file of the final draft WRF O&M manual sections for the improvements.

Task 12 – SCADA Programming for Major WRF Improvements

Objective: Manage and coordinate RH2's engineering disciplines and related services required for project control system software integration completion for the WRF Phase 3 improvements. Provide control software development services for new OI and PLC equipment. Provide software development services for SCADA computer systems. Provide factory testing, field testing, startup, and commissioning support services related to the control system software at the WRF.

Approach:

12.1 Communicate with City and Develop Action Items – Communicate issues with the City project team by phone on an as-needed basis. Develop meeting minutes and submit them within three (3) days of meetings, site visits, or conference calls. Develop and maintain an action item list that includes owner of each action item. Update list on a weekly basis at a minimum.

12.2 Coordinate SCADA Development Workshops – Coordinate a maximum of three (3) software development workshops and two (2) process review workshops. Workshops will be used to review:

- Existing facility control processes;
- Facility data point standards;
- Instrumentation standards;
- PLC control standards;
- SCADA computer/communications network system design;
- SCADA security/system access;
- HMI data/graphic object standards;
- Historical trending standards;

- Alarm notification standards; and
- Implementation/commissioning methodology and schedule.

12.3 Develop PLC Software – Develop the PLC data point names, descriptions, and addresses based on the control panel design and City data point standards defined in subtask 12.2 and gathered during the workshops. Develop control loop descriptions, alarm interlocks, and control data required between controllers based on facility requirements. Develop software using Studio 5000 for Logix PLCs based on the previously defined PLC information.

12.4 Develop OI Software – Develop the OI for the control panels. *OI screen designs will be consistent with HMI screen designs. OI screens will contain the same graphical program that will be a subset of the HMI screen design. City staff will have final approval of HMI screen designs.*

12.5 Configure and Develop SCADA Computer Software – Work with City staff to design and configure HMI computer systems and develop HMI screen designs and layouts based on HMI standards defined by the City SCADA Master Plan and at software development workshops. *City staff will have final approval of HMI screen designs*. Work with City staff to develop the following HMI computer software:

- Update to overall facility process display that identifies major plant information in one overall screen. Links from this screen will dynamically display facility subsections.
- Facility displays for each treatment subsystem.
- Facility setpoint control components.
- Facility real time and historical alarms and events displays. *Historical displays will filter alarms and events by specific time and data*.
- Facility historical trending of analog and discrete data. This screen will be configurable to display normal groups of data or ad-hoc data. Trend data/time information will be selectable. Trend data will be capable of exporting to CSV files.
- Summary displays will show summaries of totals, averages, minimums, and maximums. This information will be displayed for daily, monthly, and yearly periods of time.
- Develop system reports based on information identified during software development workshops.

12.6 Review and Integrate Packaged Sub Systems – Coordinate with prepackaged system suppliers regarding integration into the facility control system. *This work will consist of review and approval of City selected subsystem control interfaces and integration of the subsystems into the overall control network.*

12.7 Attend Factory Testing – Attend a factory test at the contractor's panel shop, which will include RH2 observing the following:

- Comparison of the final fabricated products against the original design criteria.
- Testing of the power systems.
- Testing of the networking and communications components.
- Testing of the PLC controller and OI.
- Testing of the discrete and analog inputs and outputs through simulation equipment.
- Loading the latest software in the PLC and OI software.
- Testing of the PLC analog scaling code.
- Testing of the PLC system alarms code.
- Testing of the PLC totalizing and system summary code.
- Testing of the PLC control loops code.
- Testing of the OI code during PLC code testing.

The City will be invited to approve the final panel configuration at the contractor's panel shop after testing is complete and to use this opportunity as a first level of training on the use of the field control equipment. Prepare a factory test report for each control panel.

12.8 Attend Startup and Commissioning

- SCADA Computer Systems
  - Work with City staff to install and configure existing HMI computer systems. *This work will consist of updating existing computer HMI software and software utilities required to maintain the SCADA computer systems.*
- Facility Startup and Commissioning

  The contractor will determine the order of the startup based on the implementation plan in the project specifications. Once the contractor, the City, and RH2 agree on startup data, the following steps will be implemented:

  1. Install facility software components on the SCADA computers prior to testing.
  2. RH2, the City, and the contractor will be on site at the WRF during testing.
  3. Rerun the factory tests that were implemented during subtask 12.7 using existing facility instrumentation.
  4. Test communications between the facility controllers and the HMI computer systems.
  5. Test data points and control capabilities between the facility controllers.
  6. RH2, the contractor, and the City will test control capabilities of the facility.

7. Add installation failures identified during startup to a punch list for the contractor to resolve. *It is understood that these failures may be resolved during startup, or may require additional time to resolve and cause testing to be delayed*.
8. RH2 and the City will approve the completion of a facility based on the original design and information developed and approved in subtasks 12.1 through 12.5. *Major changes to the system at the time of testing are not included in this Scope of Work*.

12.9 Prepare O&M Documentation – Prepare documentation material of the SCADA system for current and future operations and maintenance of the system. Prepare functional descriptions for the existing WRF processes. Document final commissioning report based on startup reports. Coordinate with the contractor to prepare O&M documentation identified in the project specifications. Supply control system documentation and software to the contractor for inclusion in the final O&M documents. Review control system O&M material with City staff. *This will consist of final drawings, software, software documentation, and control system operations documentation*.

12.10 Provide Training – Provide training for City staff at points throughout the duration of the project to augment staff understanding of the completed SCADA system.

- At the end of the factory testing, City staff will be invited to review the final operation of each facility control panel before it is installed in the field. *This is the first level of training that enables City staff to view hardware and software components before they are installed. This also enables the City to identify minor software or hardware issues that can be resolved before installation.*
- During installation, City staff may work with the contractor to test instrumentation wiring prior to startup to prevent delays during final testing. *This exercise will train City staff on the facility instrumentation and how it interacts with the new automatic control equipment.*
- During final startup and commissioning, City staff will be onsite to help with the testing identified in Subtask 12.8. *This will be the City's first experience using the system in an operating facility.*
- After final startup and commissioning, formal training will be provided at the WRF using preliminary O&M documentation.

Provide up to two (2) eight (8) hour formal on-site training classes at the City headquarters to familiarize City staff with aspects of the control system utilizing the O&M manual as a training aid. RH2 to coordinate with the City on scheduling this training session to accommodate City staff availability.

12.11 Provide Ongoing Support – Provide additional support after final commissioning training. *This support will consist of software support or additional facility training*. Provide additional control system support for a period of one (1) year after Final Acceptance of the constructed

improvements based on feedback from City staff regarding the operations of the facility. Provide additional training support for a period of one (1) year after Final Acceptance of the constructed improvements based on requests from City staff.

Assumptions:

- *RH2's Task 12 will provide total hours of work as identified in **Exhibit B** for software development, testing, and startup services to City staff as described to the City. City staff will review and approve all information defined in subtask 12.2 before PLC software development begins. City staff will review and approve all OI and HMI screen designs developed in subtasks 12.4 and 12.5. City staff will be responsible for final approval of design within a reasonable timeframe. RH2's Fee Estimate assumes a certain level of cooperation and timeliness from any third parties required for testing. All installation will be performed by others. If additional hours are needed to accomplish Task 12 due to events beyond RH2's control, RH2 will notify the City in advance of additional hours needed, and additional hours shall be mutually negotiated.*
- *This Scope of Work does not include HMI data point validation of remote LS facilities. It is assumed that the existing HMI data points for remote LS facilities are valid.*
- *RH2 is not responsible for site safety or directing others in their work.*

Provided by the City:

- All documentation related to the SCADA system.

RH2 Deliverables:

- Completed PLC information developed during subtask 12.3.
- Completed OI and HMI screen designs developed in subtasks 12.4 and 12.5.
- Factory testing reports completed during subtask 12.7.
- Final startup and commissioning reports completed during subtask 12.8.
- One (1) electronic copy of PLC and OI software and SCADA computer system software.
- One (1) electronic copy of the following items:
    - Project spreadsheet file that includes information about the software configuration, addressing, data point names, alarms, control loops, and operations documentation.
    - SCADA computers configuration information.
    - O&M material from the contractor as specified in contract documents.

Project Schedule

RH2 anticipates that SDC for the Major WRF Improvements will begin in July 2023 with a target completion date of August 2025 for the process and mechanical portions of the project and August 2026 for the completion of ongoing control systems integration support.

EXHIBIT B
Fee Estimate
Amendment No. 3
City of Snoqualmie
Water Reclamation Facility Phase 3 Improvements
Services During Construction
May-23

	Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	**Project Management**	**116**	**$ 28,778**	**$ -**	**$ 719**	**$ 29,497**
1.1	Perform Project Management	116	$ 28,778	$ -	$ 719	$ 29,497
Task 4	**Management Reserve**	**-**	**$ 45,000**	**$ -**	**$ 5,000**	**$ 50,000**
4.1	Provide Additional Services as Requested	-	$ 45,000	$ -	$ 5,000	$ 50,000
Task 11	**Services During Construction for WRF Phase 3 Improvements**	**4531**	**$ 888,683**	**$ 39,841**	**$ 51,309**	**$ 979,833**
11.1	Prepare Conformed for Construction Documents	67	$ 11,996	$ -	$ 3,796	$ 15,792
11.2	Attend Pre-Construction Meeting	24	$ 4,784	$ -	$ 216	$ 5,000
11.3	Provide Construction Consultation and Document Review	879	$ 180,202	$ -	$ 5,033	$ 185,235
11.4	Provide Part-Time On-Site Construction Observation	2408	$ 457,524	$ 39,841	$ 31,598	$ 528,963
11.5	Provide Testing and Startup Observation	670	$ 136,930	$ -	$ 4,943	$ 141,873
11.6	Review Construction Record Drawings and Contractor-Provided O&M Manuals	162	$ 31,176	$ -	$ 3,679	$ 34,855
11.7	Final Observation and Project Closeout	145	$ 29,603	$ -	$ 877	$ 30,480
11.8	Prepare Facility O&M Manuals	176	$ 36,468	$ -	$ 1,168	$ 37,636
Task 12	**Control System Software Integration for WRF Phase 3 Improvements**	**1255**	**$ 304,770**	**$ -**	**$ 8,995**	**$ 313,765**
12.1	Project Team Conference Calls and Action Items	88	$ 20,494	$ -	$ 512	$ 21,006
12.2	Coordinate SCADA Development Workshops	114	$ 26,130	$ -	$ 653	$ 26,783
12.3	Develop PLC Software	172	$ 41,606	$ -	$ 1,040	$ 42,646
12.4	Develop OI Software	42	$ 10,616	$ -	$ 265	$ 10,881
12.5	Configure and Develop SCADA Computer Software	172	$ 44,886	$ -	$ 1,122	$ 46,008
12.6	Review and Integrate Prepackaged Sub Systems	61	$ 14,936	$ -	$ 373	$ 15,309
12.7	Attend Factory Testing	36	$ 7,614	$ -	$ 256	$ 7,870
12.8	Attend Startup and Commissioning	332	$ 80,606	$ -	$ 3,325	$ 83,931
12.9	Prepare O&M Documentation	86	$ 19,936	$ -	$ 498	$ 20,434
12.10	Provide Training	52	$ 12,986	$ -	$ 325	$ 13,311
12.11	Provide Ongoing Support	100	$ 24,960	$ -	$ 624	$ 25,584
	PROJECT TOTAL	**5902**	**$ 1,267,231**	**$ 39,841**	**$ 66,023**	**$ 1,373,095**

EXHIBIT C RH2 ENGINEERING, INC. 2023 SCHEDULE OF RATES AND CHARGES		
RATE LIST	**RATE**	**UNIT**
Professional I	$161	$/hr
Professional II	$178	$/hr
Professional III	$198	$/hr
Professional IV	$217	$/hr
Professional V	$233	$/hr
Professional VI	$247	$/hr
Professional VII	$265	$/hr
Professional VIII	$278	$/hr
Professional IX	$278	$/hr
Technician I	$126	$/hr
Technician II	$137	$/hr
Technician III	$154	$/hr
Technician IV	$169	$/hr
Technician V	$184	$/hr
Technician VI	$203	$/hr
Technician VII	$220	$/hr
Technician VIII	$231	$/hr
Administrative I	$84	$/hr
Administrative II	$98	$/hr
Administrative III	$117	$/hr
Administrative IV	$137	$/hr
Administrative V	$158	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

SEWER CAPITAL PROJECT OR PROGRAM

WATER RECLAMATION FACILITY IMPROVEMENTS - PHASE 3

CIP Project ID:	TBD	**Previously Spent:**	$532,217
Department:	Sewer	**Current Project Budget:**	$15,262,217
Project Status:	Design	**Original Budget at CIP Inception:**	$12,577,470
Project Location:	34190 SE Mill Pond Road	**Years Project in CIP:**	1
Project Contact:	Jeff Hamlin	**Contact Email:**	jhamlin@snoqualmiewa.gov

Project Description:

This project will convert two existing oxidation ditches into plug flow reactors (i.e., activated sludge basins), upgrade the Kimball Creek Lift Station, replace and outfit one of the clarifiers with necessary components upgrades, and install a new grit removal system.

Photo or Map:



Community Impact:

The intent of this project is to increase the capacity of the biological treatment process for handling current and projected flow and loading conditions, reduce excessive flow cycling and spikes, replace drive units nearing the end of their expected service life, and replace a rapidly deteriorating grit removal system.

Operating Impact:

This project is not expected to impact the operating budget.

Budget:

Project Activities	*% of Budg.*	*Total Activity Budget*	*Previously Spent*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*	*2029 or Beyond*
Analysis	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Design	5%	$ 767,217	$ 532,217	$ 235,000	$ -	$ -	$ -	$ -	$ -	$ -
Construction	65%	$ 9,926,461	$ -	$ 1,749,342	$ 7,245,647	$ 931,472	$ -	$ -	$ -	$ -
Const. Manage	10%	$ 1,488,969	$ -	$ 262,401	$ 1,086,847	$ 139,721	$ -	$ -	$ -	$ -
Contingency	13%	$ 1,985,292	$ -	$ 349,868	$ 1,449,129	$ 186,294	$ -	$ -	$ -	$ -
Art	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Labor	4%	$ 597,954	$ -	$ 120,921	$ 408,094	$ 68,939	$ -	$ -	$ -	$ -
Other	3%	$ 496,323	$ -	$ 87,467	$ 362,282	$ 46,574	$ -	$ -	$ -	$ -
TOTAL	100%	$ 15,262,217	$ 532,217	$ 2,805,000	$ 10,552,000	$ 1,373,000	$ -	$ -	$ -	$ -
Operating		$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -

TOTAL PROJECT BUDGET: $15,262,217

TOTAL OPERATING BUDGET: $0

Anticipated Funding Mix:

Source	*Total Sources*	*Previously Allocated*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*
Utility Fees ("Rates")	$ 1,634,813	$ 532,217	$ -	$ 1,102,596	$ -	$ -	$ -	$ -
Gen. Fac. Charges (GFC)	$ 9,807,800	$ -	$ 2,018,032	$ 6,801,976	$ 987,792	$ -	$ -	$ -
Contribution in Aid of Construction (CIAC)	$ 3,819,604	$ -	$ 786,968	$ 2,647,428	$ 385,208	$ -	$ -	$ -
TOTAL	$ 15,262,217	$ 532,217	$ 2,805,000	$ 10,552,000	$ 1,373,000	$ -	$ -	$ -

TOTAL FUNDING SOURCES: $15,262,217

FUTURE FUNDING REQUIREMENTS: $0

Fiscal Notes:

This project covers F1, F5, F8, and WW1 in the General Sewer Plan.

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-065
May 22, 2023
Committee Report

AGENDA BILL INFORMATION

TITLE:	AB23-065: Resolution No. 1649 Awarding a Public Works Contract to CPM Development Corporation DBA ICON Materials for the Snoqualmie Parkway Rehabilitation Project	☐ Discussion Only ☒ Action Needed:
PROPOSED ACTION:	Adopt Resolution No. 1649 Awarding a Public Works Contract to CPM Development Corporation DBA ICON Materials for the Snoqualmie Parkway Rehabilitation Project	☐ Motion ☐ Ordinance ☒ Resolution

REVIEW:	Department Director	Mike Chambless	5/8/2023
	Finance	Janna Walker	5/9/2023
	Legal	Anna Astrakhan	5/8/2022
	City Administrator	Mike Chambless	Click or tap to enter a date.

DEPARTMENT:	Parks & Public Works	
STAFF:	Hind Ahmed	
COMMITTEE:	Parks & Public Works	**COMMITTEE DATE:** May 16, 2023
MEMBERS:	Ethan Benson Bryan Holloway Jo Johnson	
EXHIBITS:	1. AB23-065x1a (Res. No. 1649) 2. AB23-065x1b (Contract) 3. AB23-065x2 (Bid Tab) 4. AB23-065x3 (CIP)	

AMOUNT OF EXPENDITURE	$ 3,744,494
AMOUNT BUDGETED	$ 6,400,000
APPROPRIATION REQUESTED	$ 0

SUMMARY

SUMMARY STATEMENT

This Agenda Bill seeks approval to award a public works contract to CPM Development Corporation DBA ICON Materials for the Snoqualmie Parkway Rehabilitation Project and authorize the mayor to sign the contract.

BACKGROUND

The City of Snoqualmie's 2023-2028 Capital Improvement Plan (CIP) includes the Snoqualmie Parkway Rehabilitation Project. The intent of this project is to rehabilitate the principal arterial connecting the

historic downtown to Snoqualmie Ridge, two important state highways (SR 18, SR 202), and one interstate (I-90).

The Snoqualmie parkway Rehabilitation project makes improvements to Snoqualmie Parkway from SE 99th St to SR 202 (Railroad Ave SE). Improvements include grind and overlay pavement rehabilitation, loop replacements, ADA improvements including ramps and pedestrian push buttons at signalized intersections, channelization; and other related improvements all while keeping Snoqualmie Parkway open and passable to traffic.

The city received an appropriation of $5 Million from the State legislature under the Move Ahead Washington (MAW) Capital Projects Program to pay a substantial portion of the project.

The Snoqualmie Parkway Rehabilitation Project was advertised to contractors for bid on April 11th, 2023, and was closed on May 2nd, 2023. A total of six bids were received. The low bid came from CPM Development Corporation DBA ICON Materials with a total of $3,744,493.70.

Therefore, Parks and Public Works requests that the City Council adopt a resolution awarding a public works contract to CPM Development Corporation DBA ICON Materials, Inc. for the construction of the Snoqualmie Parkway Rehabilitation Project and authorize the mayor to sign the construction contract attached as Exhibit b to the Resolution.

BUDGET IMPACTS

Administration recommends approving a contract with CPM Development Corporation DBA ICON Materials in the amount of $3,744,494 for construction of the Snoqualmie Parkway Rehabilitation Project. The City included this project in the 2023-2028 Capital Improvement Plan (CIP) (see Exhibit #4) and into the 2023-2024 Biennial Budget with a budget of $6,400,000. When accounting for the value of this contract, current year expenditures, and the outstanding value of previously approved contracts, the City has a remaining project budget of $2,161,009 for the 2023-24 Biennium (please see the table below or on the next page). Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget to fund the contract.

Snoqualamie Parkway Rehabilitation

		2023-2024 Biennial Budget
Beginning Budget	$	6,400,000
Expenditures	$	(99,950)
Outstanding Contract Value *(Previously Approved)*	$	(394,548)
Current Available Budget	$	5,905,503
Value of this Contract ***(AB23-065)***	$	(3,744,494)
Available Budget after AB23-065	$	2,161,009

NEXT STEPS (FUTURE TASKS)

Following Council approval staff will work with the Mayor to execute the final contract agreement with CPM Development Corporation DBA ICON Materials, Construction of the Snoqualmie Parkway Rehabilitation project is expected to begin in July 2023 and be completed by end of 2023.

RECOMMENDED ACTION

Move to adopt Resolution No. 1649 Awarding a Public Works Contract to CPM Development Corporation DBA ICON Materials. for construction of the Snoqualmie Parkway Rehabilitation Project and authorize the Mayor to sign.

RESOLUTION NO. 1649

A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON DETERMINING THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER, AWARDING A PUBLIC WORKS CONTRACT TO AND AUTHORIZING EXECUTION OF A PUBLIC WORKS CONTRACT WITH CPM DEVELOPMENT CORPORATION DBA ICON MATERIALS. FOR THE SNOQUALMIE PARKWAY REHABILITATION PROJECT.

WHEREAS, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

WHEREAS, pursuant to RCW 35A.40.210, procedures for any public work or improvement for code cities shall be governed by RCW 35.23.352; and

WHEREAS, on April 11, 2023, the City advertised the Snoqualmie Parkway Rehabilitation Project ("the Project") for bid; and

WHEREAS, the City received a total of six bids; and

WHEREAS, the bid of $3,744,493.7 (including sales tax) from CPM Development Corporation DBA ICON Materials. was the lowest responsive, responsible bid; and

WHEREAS, City staff has checked references and otherwise determined that CPM Development Corporation DBA ICON Materials meets the mandatory bidder responsibility criteria established under RCW 39.04.350 and 39.06.020, and the supplemental bidder responsibility criteria in Section 00 04 00 of the contract documents; and

WHEREAS, the Parks and Public Works Director and City Staff recommend award of this contract to CPM Development Corporation DBA ICON Materials. as the lowest responsive, responsible bidder;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:

Section 1. Determination of Lowest Responsive, Responsible Bidder. Based on the foregoing recitals, which are hereby incorporated as findings of fact, CPM Development Corporation DBA ICON Materials. is the lowest, responsive, responsible bidder for the Snoqualmie Parkway Rehabilitation Project.

Section 2. Award of Public Works Contract. The contract for Snoqualmie Parkway Rehabilitation Project is hereby awarded to CPM Development Corporation DBA ICON Materials in accordance with its bid proposal.

Section 3. Authorization for Contract Execution. The Mayor is authorized to execute a contract with CPM Development Corporation DBA ICON Materials. in substantially the form attached hereto as Exhibit A.

Passed, by the City Council of the City of Snoqualmie, Washington, this 22nd day of May 2023.

_____
Katherine Ross, Mayor

Attest:

_____
Deana Dean, City Clerk

Approved as to form:

_____
City Attorney

Section 00 05 00

AGREEMENT

Snoqualmie Parkway Rehabilitation Project

THIS AGREEMENT is made on this _____, 2023 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and CPM Development Corporation DBA ICON Materials, ("Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work (the "Work"), all in full compliance with the contract documents entitled Snoqualmie Parkway Rehabilitation Project, which include this Agreement (Section 00 05 00); Contractor's executed Form of Bid and Bid Schedule (Section 00 03 00), executed Performance and Payment Bond (Section 00 04 20), executed Retainage Forms (Section 00 05 10); General Terms and Conditions (00 07 00), those portions of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, 2020 edition specifically incorporated by reference and/or modified herein, Technical Provisions, Appendices A-C, Addenda 1-3, and any project drawings or plans.
2. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the above-described Work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents, including the schedule of estimated quantities, and unit and lump sum prices in the Form of Bid, the sum of $ 3,744,493.7, subject to the actual quantity of Work performed, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor hereby promises and agrees to diligently prosecute and obtain Substantial Completion of the Work within 75 working days (the "Contract Time"), and to obtain Physical Completion and Final Acceptance of the Work within the time and as specified in the Contract Documents. The Contractor agrees that Liquidated Damages shall be assessed in the amount determined per working day per SP 1-08.9 for any failure to complete the Work within the Contract Time, for any failure to meet a Contract Milestone, and for any failure to achieve Physical Completion and Final Acceptance within the time and as required in the Contract Documents.
4. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. The City hereby appoints and the Contractor hereby accepts the Parks & Public Works Director, as the City's representative for the purpose of administering the provisions of this Contract, including the City's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor.

6. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
7. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
8. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the City. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
9. The parties intend that an independent Contractor-City relationship will be created by this Contract. The City is interested only in the results to be achieved, and the implementation of the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the City and shall be subject to the general rights of inspection and review to secure the satisfactory completion thereof.
10. The Contractor agrees and covenants to indemnify, defend, and save harmless, the City and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence. The Contractor expressly waives, as respects the City only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE OWNER AND CONTRACTOR CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

11. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in King County, Washington.
12. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
13. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
14. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
15. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

CITY OF SNOQUALMIE ("CITY")	_____ [CONTRACTOR]
By _____	By _____
Typed Name: Matthew Larson_____	Typed Name _____
Its: Mayor_____	Its _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Date: _____	Date: _____
	WA Contractor's License No. _____

Snoqualmie Parkway Rehabilitation Project
BID TABULATION
Bid Opening Date May 2, 2023

No.	Spec No.	Description	Quantity	Unit	Engineer's Estimate		CPM Development Corporation DBE ICON Materials		Lakeside Industries		Watson Asphalt		Tucci & Sons		Active Construction		Northwest Cascade	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BID SCHEDULE A: ROADWAY IMPROVEMENTS																		
1	1-04	Minor Change	1	EST	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
2	1-05	Roadway Surveying	1	LS	$ 56,000.00	$ 56,000.00	$ 8,337.00	$ 8,337.00	$ 4,000.00	$ 4,000.00	$ 8,000.00	$ 8,000.00	$ 18,000.00	$ 18,000.00	$ 11,500.00	$ 11,500.00	$ 8,500.50	$ 8,500.50
3	1-05	ADA Features Surveying	1	LS	$ 25,000.00	$ 25,000.00	$ 10,425.00	$ 10,425.00	$ 9,000.00	$ 9,000.00	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00
4	1-05	Record Drawings (Minimum Bid $2,500)	1	LS	$ 2,500.00	$ 2,500.00	$ 2,625.00	$ 2,625.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
5	1-07	SPCC Plan	1	LS	$ 1,000.00	$ 1,000.00	$ 285.00	$ 285.00	$ 250.00	$ 250.00	$ 500.00	$ 500.00	$ 250.00	$ 250.00	$ 150.00	$ 150.00	$ 500.00	$ 500.00
6	1-08	Type B Progress Schedule (Minimum Bid $1,500)	1	LS	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
7	1-09	Mobilization	1	LS	$ 219,000.00	$ 219,000.00	$ 195,450.00	$ 195,450.00	$ 140,200.00	$ 140,200.00	$ 220,000.00	$ 220,000.00	$ 234,500.00	$ 234,500.00	$ 260,496.00	$ 260,496.00	$ 360,000.00	$ 360,000.00
8	1-10	Project Temporary Traffic Control	1	LS	$ 252,000.00	$ 252,000.00	$ 298,300.00	$ 298,300.00	$ 220,000.00	$ 220,000.00	$ 289,000.00	$ 289,000.00	$ 250,000.00	$ 250,000.00	$ 150,000.00	$ 150,000.00	$ 215,000.00	$ 215,000.00
9	1-10	Pedestrian Traffic Control	1	LS	$ 25,000.00	$ 25,000.00	$ 67,300.00	$ 67,300.00	$ 30,000.00	$ 30,000.00	$ 10,000.00	$ 10,000.00	$ 1,500.00	$ 1,500.00	$ 6,200.00	$ 6,200.00	$ 3,600.00	$ 3,600.00
10	1-10	Portable Changeable Message Sign	4104	HR	$ 5.00	$ 20,520.00	$ 3.25	$ 13,338.00	$ 5.50	$ 22,572.00	$ 3.00	$ 12,312.00	$ 5.00	$ 20,520.00	$ 5.50	$ 22,572.00	$ 4.00	$ 16,416.00
11	1-10	Contractor Provided Uniformed Police Officer	220	HR	$ 200.00	$ 44,000.00	$ 155.00	$ 34,100.00	$ 135.00	$ 29,700.00	$ 150.00	$ 33,000.00	$ 160.00	$ 35,200.00	$ 140.00	$ 30,800.00	$ 220.00	$ 48,400.00
12	2-02	Asphalt Pavement Removal Incl. Haul	170	SY	$ 25.00	$ 4,250.00	$ 32.00	$ 5,440.00	$ 90.00	$ 15,300.00	$ 77.00	$ 13,090.00	$ 12.00	$ 2,040.00	$ 20.50	$ 3,485.00	$ 44.00	$ 7,480.00
13	2-02	Cement Conc. Removal Incl. Haul	920	SY	$ 40.00	$ 36,800.00	$ 55.00	$ 50,600.00	$ 72.00	$ 66,240.00	$ 87.00	$ 80,040.00	$ 12.00	$ 11,040.00	$ 15.00	$ 13,800.00	$ 14.00	$ 12,880.00
14	2-02	Cement Conc. Curb Removal Incl. Haul	782	LF	$ 20.00	$ 15,640.00	$ 26.00	$ 20,332.00	$ 29.00	$ 22,678.00	$ 26.00	$ 20,332.00	$ 12.00	$ 9,384.00	$ 4.00	$ 3,128.00	$ 8.00	$ 6,256.00
15	2-02	Removal of Structure and Obstruction	1	LS	$ 10,000.00	$ 10,000.00	$ 9,200.00	$ 9,200.00	$ 9,000.00	$ 9,000.00	$ 11,000.00	$ 11,000.00	$ 20,000.00	$ 20,000.00	$ 13,000.00	$ 13,000.00	$ 9,500.00	$ 9,500.00
16	2-03	Unsuitable Foundation Excavation, Incl. Haul	10	CY	$ 200.00	$ 2,000.00	$ 155.00	$ 1,550.00	$ 250.00	$ 2,500.00	$ 99.00	$ 990.00	$ 110.00	$ 1,100.00	$ 112.00	$ 1,120.00	$ 150.00	$ 1,500.00
17	4-04	Crushed Surfacing Top Course	200	TON	$ 65.00	$ 13,000.00	$ 55.00	$ 11,000.00	$ 45.00	$ 9,000.00	$ 88.00	$ 17,600.00	$ 40.00	$ 8,000.00	$ 52.00	$ 10,400.00	$ 66.00	$ 13,200.00
18	5-02	Fog Seal	5010	SY	$ 8.00	$ 40,080.00	$ 1.20	$ 6,012.00	$ 2.30	$ 11,523.00	$ 2.00	$ 10,020.00	$ 0.75	$ 3,757.50	$ 6.50	$ 32,565.00	$ 2.50	$ 12,525.00
19	5-03	Crack Sealing	1	EST	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
20	5-04	HMA Cl. 1/2" PG 58H-22	18050	TON	$ 110.00	$ 1,985,500.00	$ 93.50	$ 1,687,675.00	$ 110.00	$ 1,985,500.00	$ 106.00	$ 1,913,300.00	$ 101.00	$ 1,823,050.00	$ 118.00	$ 2,129,900.00	$ 131.00	$ 2,364,550.00
21	5-04	HMA for Walkway Cl. 1/2" PG 58H-22	17	TON	$ 200.00	$ 3,400.00	$ 275.00	$ 4,675.00	$ 250.00	$ 4,250.00	$ 400.00	$ 6,800.00	$ 250.00	$ 4,250.00	$ 265.00	$ 4,505.00	$ 328.00	$ 5,576.00
22	5-04	HMA for Pavement Repair Cl. 1/2" PG 58H-22	90	TON	$ 200.00	$ 18,000.00	$ 155.00	$ 13,950.00	$ 230.00	$ 20,700.00	$ 163.00	$ 14,670.00	$ 250.00	$ 22,500.00	$ 263.00	$ 23,670.00	$ 300.00	$ 27,000.00
23	5-04	Pavement Repair Excavation Incl. Haul	170	CY	$ 120.00	$ 20,400.00	$ 80.00	$ 13,600.00	$ 70.00	$ 11,900.00	$ 45.00	$ 7,650.00	$ 133.00	$ 22,610.00	$ 123.00	$ 20,910.00	$ 62.00	$ 10,540.00
24	5-04	Planing Bituminous Pavement	105320	SY	$ 4.00	$ 421,280.00	$ 5.00	$ 526,600.00	$ 4.40	$ 463,408.00	$ 4.20	$ 442,344.00	$ 6.00	$ 631,920.00	$ 6.50	$ 684,580.00	$ 6.75	$ 710,910.00
25	5-04	Asphalt Cost Price Adjustment	1	CALC	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
26	7-05	Protect Utility Manhole	6	EA	$ 1,500.00	$ 9,000.00	$ 700.00	$ 4,200.00	$ 1,000.00	$ 6,000.00	$ 10.00	$ 60.00	$ 750.00	$ 4,500.00	$ 1,175.00	$ 7,050.00	$ 630.00	$ 3,780.00
27	7-05	Protect Catch Basin Frame and Grate	39	EA	$ 1,200.00	$ 46,800.00	$ 2.00	$ 78.00	$ 100.00	$ 3,900.00	$ 10.00	$ 390.00	$ 100.00	$ 3,900.00	$ 675.00	$ 26,325.00	$ 630.00	$ 24,570.00
28	7-12	Protect Water Valve	15	EA	$ 1,200.00	$ 18,000.00	$ 500.00	$ 7,500.00	$ 650.00	$ 9,750.00	$ 10.00	$ 150.00	$ 875.00	$ 13,125.00	$ 640.00	$ 9,600.00	$ 630.00	$ 9,450.00
29	8-01	Erosion Control and Water Pollution Prevention	1	LS	$ 28,000.00	$ 28,000.00	$ 16,300.00	$ 16,300.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 17,000.00	$ 17,000.00	$ 24,500.00	$ 24,500.00
30	8-01	ESC Lead	75	DAY	$ 250.00	$ 18,750.00	$ 55.00	$ 4,125.00	$ 25.00	$ 1,875.00	$ 50.00	$ 3,750.00	$ 25.00	$ 1,875.00	$ 1.00	$ 75.00	$ 1.00	$ 75.00
31	8-01	Inlet Protection	91	EA	$ 150.00	$ 13,650.00	$ 55.00	$ 5,005.00	$ 40.00	$ 3,640.00	$ 40.00	$ 3,640.00	$ 80.00	$ 7,280.00	$ 81.00	$ 7,371.00	$ 70.00	$ 6,370.00
32	8-02	Landscape Restoration	1	EST	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
33	8-04	Cement Conc.Traffic Curb and Gutter	790	LF	$ 45.00	$ 35,550.00	$ 50.00	$ 39,500.00	$ 45.00	$ 35,550.00	$ 46.00	$ 36,340.00	$ 71.50	$ 56,485.00	$ 52.00	$ 41,080.00	$ 52.00	$ 41,080.00
34	8-04	Cement Conc. Pedestrian Curb	30	LF	$ 40.00	$ 1,200.00	$ 50.00	$ 1,500.00	$ 35.00	$ 1,050.00	$ 43.00	$ 1,290.00	$ 50.00	$ 1,500.00	$ 39.00	$ 1,170.00	$ 42.00	$ 1,260.00
35	8-09	Recessed Pavement Marker	6	HUND	$ 500.00	$ 3,000.00	$ 3,100.00	$ 18,600.00	$ 2,100.00	$ 12,600.00	$ 2,950.00	$ 17,700.00	$ 1,950.00	$ 11,700.00	$ 1,900.00	$ 11,400.00	$ 2,150.00	$ 12,900.00
36	8-13	Protect Monument Case and Cover	5	EA	$ 2,500.00	$ 12,500.00	$ 500.00	$ 2,500.00	$ 1,000.00	$ 5,000.00	$ 10.00	$ 50.00	$ 600.00	$ 3,000.00	$ 640.00	$ 3,200.00	$ 630.00	$ 3,150.00
37	8-14	Cement Conc. Sidewalk	700	SY	$ 100.00	$ 70,000.00	$ 68.00	$ 47,600.00	$ 65.00	$ 45,500.00	$ 69.00	$ 48,300.00	$ 90.00	$ 63,000.00	$ 72.50	$ 50,750.00	$ 76.00	$ 53,200.00
38	8-14	Cement Conc. Curb Ramp	25	EA	$ 3,250.00	$ 81,250.00	$ 2,750.00	$ 68,750.00	$ 1,400.00	$ 35,000.00	$ 2,000.00	$ 50,000.00	$ 3,000.00	$ 75,000.00	$ 2,600.00	$ 65,000.00	$ 2,150.00	$ 53,750.00
39	8-14	Detectable Warning Surface	70	SF	$ 60.00	$ 4,200.00	$ 80.50	$ 5,635.00	$ 60.00	$ 4,200.00	$ 38.00	$ 2,660.00	$ 75.00	$ 5,250.00	$ 36.00	$ 2,520.00	$ 126.00	$ 8,820.00
40	8-19	Adjust Gas Valve	1	EA	$ 1,500.00	$ 1,500.00	$ 495.00	$ 495.00	$ 650.00	$ 650.00	$ 770.00	$ 770.00	$ 875.00	$ 875.00	$ 700.00	$ 700.00	$ 630.00	$ 630.00
41	8-20	Signal ADA Modifications at SE Jacobia St, Complete	1	LS	$ 75,000.00	$ 75,000.00	$ 36,750.00	$ 36,750.00	$ 40,000.00	$ 40,000.00	$ 35,000.00	$ 35,000.00	$ 38,000.00	$ 38,000.00	$ 38,500.00	$ 38,500.00	$ 41,500.00	$ 41,500.00
42	8-20	Signal ADA Modifications at SE Swenson Dr, Complete	1	LS	$ 25,000.00	$ 25,000.00	$ 15,750.00	$ 15,750.00	$ 17,000.00	$ 17,000.00	$ 15,000.00	$ 15,000.00	$ 16,250.00	$ 16,250.00	$ 17,000.00	$ 17,000.00	$ 17,800.00	$ 17,800.00
43	8-20	Signal ADA Modifications at SE Center St, Complete	1	LS	$ 70,000.00	$ 70,000.00	$ 47,250.00	$ 47,250.00	$ 51,000.00	$ 51,000.00	$ 45,000.00	$ 45,000.00	$ 48,750.00	$ 48,750.00	$ 49,000.00	$ 49,000.00	$ 55,525.00	$ 55,525.00
44	8-20	Signal ADA Modifications at Better Way SE, Complete	1	LS	$ 45,000.00	$ 45,000.00	$ 21,000.00	$ 21,000.00	$ 23,000.00	$ 23,000.00	$ 20,000.00	$ 20,000.00	$ 21,650.00	$ 21,650.00	$ 22,500.00	$ 22,500.00	$ 23,750.00	$ 23,750.00
45	8-20	Loop Replacement	166	EA	$ 1,500.00	$ 249,000.00	$ 945.00	$ 156,870.00	$ 1,000.00	$ 166,000.00	$ 900.00	$ 149,400.00	$ 975.00	$ 161,850.00	$ 950.00	$ 157,700.00	$ 1,050.00	$ 174,300.00
46	8-20	Type 4 Heavy Duty Junction Box	1	EA	$ 5,000.00	$ 5,000.00	$ 6,300.00	$ 6,300.00	$ 6,700.00	$ 6,700.00	$ 6,000.00	$ 6,000.00	$ 6,500.00	$ 6,500.00	$ 6,300.00	$ 6,300.00	$ 7,150.00	$ 7,150.00
47	8-22	Paint Line	70290	LF	$ 0.70	$ 49,203.00	$ 0.30	$ 21,087.00	$ 0.40	$ 28,116.00	$ 0.28	$ 19,681.20	$ 0.30	$ 21,087.00	$ 0.30	$ 21,087.00	$ 0.35	$ 24,601.50
48	8-22	Painted Wide Line	510	LF	$ 5.00	$ 2,550.00	$ 1.05	$ 535.50	$ 1.80	$ 918.00	$ 1.00	$ 510.00	$ 1.75	$ 892.50	$ 1.50	$ 765.00	$ 1.85	$ 943.50
49	8-22	Plastic Wide Line	3150	LF	$ 7.00	$ 22,050.00	$ 5.25	$ 16,537.50	$ 2.70	$ 8,505.00	$ 5.00	$ 15,750.00	$ 2.50	$ 7,875.00	$ 2.50	$ 7,875.00	$ 2.75	$ 8,662.50
50	8-22	Plastic Stop Line	600	LF	$ 12.00	$ 7,200.00	$ 16.28	$ 9,768.00	$ 14.00	$ 8,400.00	$ 15.50	$ 9,300.00	$ 13.00	$ 7,800.00	$ 12.50	$ 7,500.00	$ 14.25	$ 8,550.00
51	8-22	Plastic Crosswalk Line	4710	SF	$ 10.00	$ 47,100.00	$ 7.90	$ 37,209.00	$ 8.00	$ 37,680.00	$ 7.50	$ 35,325.00	$ 7.50	$ 35,325.00	$ 7.50	$ 35,325.00	$ 8.15	$ 38,386.50
52	8-22	Plastic Traffic Arrow	50	EA	$ 300.00	$ 15,000.00	$ 472.50	$ 23,625.00	$ 200.00	$ 10,000.00	$ 450.00	$ 22,500.00	$ 190.00	$ 9,500.00	$ 188.00	$ 9,400.00	$ 210.00	$ 10,500.00
53	8-22	Plastic Traffic Letter	14	EA	$ 200.00	$ 2,800.00	$ 262.50	$ 3,675.00	$ 125.00	$ 1,750.00	$ 250.00	$ 3,500.00	$ 120.00	$ 1,680.00	$ 118.00	$ 1,652.00	$ 132.00	$ 1,848.00
54	8-22	Plastic Railroad Crossing Symbol	2	EA	$ 12,000.00	$ 24,000.00	$ 4,042.50	$ 8,085.00	$ 2,000.00	$ 4,000.00	$ 3,850.00	$ 7,700.00	$ 2,000.00	$ 4,000.00	$ 1,900.00	$ 3,800.00	$ 2,125.00	$ 4,250.00
55	8-23	Temporary Pavement Marking - Short Duration	73870	LF	$ 0.20	$ 14,774.00	$ 0.26	$ 19,206.20	$ 0.10	$ 7,387.00	$ 0.50	$ 36,935.00	$ 0.35	$ 25,854.50	$ 1.00	$ 73,870.00	$ 0.75	$ 55,402.50
56	8-23	Temporary Misc. Pavement Marking - Short Duration	66	EA	$ 80.00	$ 5,280.00	$ 33.50	$ 2,211.00	$ 5.50	$ 363.00	$ 45.00	$ 2,970.00	$ 50.00	$ 3,300.00	$ 53.00	$ 3,498.00	$ 63.75	$ 4,207.50
57	8-23	Temporary Stop Line - Short Duration	600	LF	$ 3.00	$ 1,800.00	$ 1.70	$ 1,020.00	$ 0.30	$ 180.00	$ 4.50	$ 2,700.00	$ 2.50	$ 1,500.00	$ 1.00	$ 600.00	$ 2.75	$ 1,650.00
58	8-23	Temporary Crosswalk Line - Short Duration	4710	SF	$ 3.00	$ 14,130.00	$ 0.75	$ 3,532.50	$ 0.20	$ 942.00	$ 4.50	$ 21,195.00	$ 2.50	$ 11,775.00	$ 0.50	$ 2,355.00	$ 2.75	$ 12,952.50
59	8-26	Resolution of Utility Conflicts	1	EST	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
		Total Bid Schedule A			**$ 4,346,157.00**		**$ 3,744,493.70**		**$ 3,771,877.00**		**$ 3,849,714.20**		**$ 3,909,700.50**		**$ 4,249,249.00**		**$ 4,694,348.00**	



TRANSPORTATION CAPITAL PROJECT OR PROGRAM

SNOQUALMIE PARKWAY REHABILITATION PROJECT

CIP Project ID:	TRN23002CIP	**Previously Spent:**	**$0**
Department:	Transportation	**Current Project Budget:**	**$6,400,000**
Project Status:	Other	**Original Budget at CIP Inception:**	**$6,380,000**
Project Location:	Snoqualmie Parkway	**Years Project in CIP:**	2
Project Contact:	Michael Chambless	**Contact Email:**	mchambless@snoqualmiewa.gov

Description:

The Snoqualmie Parkway is deteriorating as it ages. Consequently, the goal of this project is to rehabilitate, replace, or reconstruct the Snoqualmie Parkway and other related right-of-way assets. The project will address high priority maintenance needs including, but not limited to, the resurfacing of the roadway pavements. The project may also tend to street lighting, ADA ramps, striping, and traffic signal systems as needed.

Photo or Map:



Community Impact:

The intent of this project is to maintain the condition of a vital principal arterial connecting the historic downtown to Snoqualmie Ridge, two important state highways (SR 18, SR 202), and one interstate (I-90). This project will help to reduce the long-term cost of major reconstruction by extending the life of the Snoqualmie Parkway.

Operating Impact:

This project will provide a new monolithic surface for the parkway. By overlaying the existing cracks, we will prevent additional water intrusion and continued damage from freeze thaw cycles. With proper maintenance, it is expected that the overlay will have a 15-20 year life before needing major rehabilitation resulting in hundreds of thousands of dollars in maintenance savings.

Budget:

Project Activities	*% of Budg.*	*Total Activity Budget*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*	*2029 or Beyond*
Analysis	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Design	4%	$ 249,336	$ 249,336	$ -	$ -	$ -	$ -	$ -	$ -
Construction	78%	$ 4,986,722	$ 4,986,722	$ -	$ -	$ -	$ -	$ -	$ -
Const. Manage	4%	$ 249,336	$ 249,336	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	8%	$ 498,672	$ 498,672	$ -	$ -	$ -	$ -	$ -	$ -
Art	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Labor	5%	$ 291,265	$ 291,265	$ -	$ -	$ -	$ -	$ -	$ -
Other	2%	$ 124,668	$ 124,668	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	100%	$ 6,400,000	$ 6,400,000	$ -	$ -	$ -	$ -	$ -	$ -
Operating		$ (162,000)	$ (25,000)	$ (26,000)	$ (27,000)	$ (27,000)	$ (28,000)	$ (29,000)	*

TOTAL PROJECT BUDGET: **$6,400,000**

TOTAL OPERATING BUDGET: **-$162,000**

Anticipated Funding Mix:

Source	*Total Sources*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*
Util. & Trans. Taxes	$ 1,400,000	$ 1,400,000	$ -	$ -	$ -	$ -	$ -
State Legislative Direct	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 6,400,000	$ 6,400,000	$ -	$ -	$ -	$ -	$ -

TOTAL FUNDING SOURCES: **$6,400,000**

FUTURE FUNDING REQUIREMENTS: **$0**

Fiscal Notes:

* The City will continue to see a reduction in operating expenditures resulting from the project into the future.

BUSINESS OF THE CITY COUNCIL
CITY OF SNOQUALMIE

AB23-072
May 22, 2023
Committee Report

AGENDA BILL INFORMATION

TITLE:	Incentive retention pay for eligible employees	☐ Discussion Only ☒ Action Needed:
PROPOSED ACTION:	Approve MOU pertaining to retention incentive pay program for Teamsters Local 763	☒ Motion ☐ Ordinance ☐ Resolution

REVIEW:	Department Director/Peer	Mike Chambless	5/11/2023
	Finance	Drew Bouta	5/11/2023
	Legal	Outside Counsel	5/11/2023
	City Administrator	Mike Chambless	5/11/2023

DEPARTMENT:	Human Resources		
STAFF:	Jen Ferguson		
COMMITTEE:	Finance & Administration	**COMMITTEE DATE:** May 16, 2023	
MEMBERS:	Bryan Holloway	James Mayhew	Louis Washington
EXHIBITS:	1. Proposed MOU Teamsters Local 763		

AMOUNT OF EXPENDITURE	$ 319,000
AMOUNT BUDGETED	$ 0
APPROPRIATION REQUESTED	$ 319,000

SUMMARY

INTRODUCTION
The purpose of this agenda bill is for Council consideration and approval of an incentive retention pay program for eligible employees.

LEGISLATIVE HISTORY
The City Council approved AB22-158 providing for an incentive retention pay program for the Management & Professionals employee group on November 28, 2022 and AB23-022 providing for an incentive retention pay program for Snoqualmie Police Association (SPA) and Intl Association of Firefighter (IAFF) Local 2878 on February 13, 2023.

BACKGROUND
According to the AWC City Conditions Survey, Washington cities are struggling to fill vacancies, across all departments; as well as struggling with turn-over due to a high level of resignations and retirements. To minimize retention disasters cities are implementing telework programs, hiring bonuses, retention or incentive pay and adding in new benefits.

ANALYSIS

The City of Snoqualmie has, like other Washington cities, been impacted by vacancies and the ability to keep existing levels of service is at risk. The City has implemented some of the tools, recommended by AWC, to retain employees such as a telework program and hiring bonuses for eligible positions. The Council approved fringe benefit improvements for the M&P employee group on November 28, 2022 (See AB22-156) and included the costs/savings in the adopted 2023-2024 biennial budget.

Our Teamsters Union members have requested, and the administration supports the request for the Council to consider retention incentive pay for eligible employees and the proposed Teamster MOU See exhibit 1) mirrors the SPA and IAFF MOU's for the incentive retention pay program, as well as, the Management & Professionals employee group approved in 2022.

BUDGET IMPACTS

Administration recommends approving Memorandum of Understandings (MOUs) regarding a retention incentive pay program with the Teamsters Local 763. The estimated cost of the retention incentive pay program for is $319,000. The 2023-2024 Biennial Budget did not include an appropriation for the retention incentive pay program. However, given the one-time nature of the proposed expenditure and the fund balance forecasted and incorporated into the 2023-2024 Biennial Budget Document, the Administration has brought forth a budget amendment (AB23-068) that would appropriate funds for the the retention incentive pay program costs.

NEXT STEPS

PROPOSED ACTION

Motion to approve MOU pertaining to retention incentive pay program for Teamsters Local 763 and to authorize payroll installments once budget appropriation is authorized by City Council pursuant to AB23-068.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SNOQUALMIE, WA
AND THE
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS TEAMSTERS' LOCAL UNION NO. 763

This Memorandum of Understanding is entered into between the City of Snoqualmie, WA, and the Teamsters Local 763, with the intent to allow proper communication between the parties listed above and pertaining to a Retention Incentive Pay Program.

Purpose:
The purpose of the Retention Incentive Pay program is to assist City of Snoqualmie with retaining highly competent, productive, and innovative employees for which the City of Snoqualmie has concerns of losing these employees to other organizations, and to convince these employees to remain in their current position for a specific amount of time.

In consideration of the terms and conditions set forth herein and the mutual benefits to be derived, the parties agree as follows:

1. In exchange for an agreement to retain employees through December 31st, 2024, the City shall offer an incentive bonus of $3,500.00 to basic or $7,500.00 to essential employees who meet the following qualifications:
    a. Basic employees shall be defined as office-clerical, technical, professional positions.
    b. Essential employees shall be defined as parks and public works maintenance positions.
    c. The employee is employed by the City as of December 31, 2022
    d. The employee did not receive a hiring bonus in 2021 or 2022.

2. Bonuses will be paid in three installments to current employees employed prior to March 1, 2020:
    a. The first installment of $875.00 or $1,875.00 will be paid on the next paycheck and available pay period,
    b. The second installment of $875.00 or $1,875.00 will be paid on the July 31st, 2023, paycheck,
    c. The third and final installment of $1,750.00 or $3,750.00 will be paid on the December 31st, 2024, paycheck.
3. Bonuses will be paid in two installments to current employees employed after March 1, 2020, but before December 31st, 2022:
    a. The first installment of $875.00 or $1,875.00 will be paid on the July 31st, 2023, paycheck,

b. The second installment of $2,625.00 or $5,625.00 will be paid on the December 31st, 2024, paycheck.

4. If the employee leaves for any reason prior to any installment payment, they are not entitled to the remaining incentive payments, nor will they be required to pay back any portion of the incentive already received.

Be it further agreed that this Memorandum of Understanding shall be pursuant to the terms of Article 10/Grievance Procedure, should there be any dispute regarding the interpretation and/or application of this memorandum.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters	CITY OF SNOQUALMIE, WASHINGTON
By _____	By _____
Chad L. Baker, Secretary-Treasurer	Katherine Ross, Mayor
Date 5/10/23	Date _____

Administration

City of Snoqualmie
P.O. Box 987, Snoqualmie, Washington 98065
www.snoqualmiewa.gov

MEMORANDUM

DATE: April 26, 2023
TO: Snoqualmie City Council
FROM: Mike Sauerwein, City Administrator, and Deana Dean, City Clerk
SUBJECT: Committee Reform Discussion

SUMMARY

Administration is outlining possible scenarios regarding meeting management for Snoqualmie City Council and Committee meetings. The discussion surrounding meeting reform is in response to the evolution of Snoqualmie as a city and the need for councilmembers to be involved at local and regional levels to pursue revenue sources and ensure Snoqualmie's interests are served. Examples of how this might be achieved include council attendance in Olympia on issues such as SR18 widening, public transportation, middle housing, law enforcement, and land use. Council's voice needs to be heard at the state and regional levels and meeting reform would make better use of council resources for that purpose.

Meeting reform would benefit staff as they would have less meetings to prepare and attend and more time to spend on agenda bills and presentation materials. Staff would be more productive and the quality of information would be better. This would ultimately be a benefit for Council.

CURRENT COUNCIL MEETINGS

At present and on average, a councilmember is committed to two council meetings per month – every other Monday. In addition, they are committed to two committees which meet every other week on Mondays and Tuesdays – sometimes both days.

These do not include other city commitments or events during the day (such as the Chamber Luncheon) or in the evenings or on the weekends (such as Winter Lights, Easter Egg Hunts, or Arbor Day Celebration) nor does it include any regional commitments (such as PSRC, SVGA, AWC, or KCD).

The purpose of the committee meeting structure is to allow a more open exchange of views and debate by councilmembers (aka committee members); this is similar to special workshops. Oftentimes, staff provide more in-depth information on topics and members ask more questions at these meetings. Councilmembers who are not part of the committee are not given the benefit of hearing what is presented by staff or hearing the committee exchanges and in most instances, are not updated at the regular council meeting during commission/committee liaison reports. At times, although the agenda bill is a candidate for consent agenda, it is often placed under the Council Committee so that all councilmembers can "hear the story."

STAFF PREPARATION FOR MEETINGS

Staff are often so busy preparing for one meeting after the next that they are not able to focus on long-term goals and important projects. For example, a typical day is filled rushing from meeting to meeting, checking email, extinguishing fire after fire, and making phone calls. There is an astonishing amount of activity with very little productivity. Department Directors, specifically, should be allowed more time to move their departments forward in leadership and innovation.

Below is a chart which illustrates the primary staff members for each committee/commission and an estimate of the amount of time spent preparing for and attending meetings with the current schedule. Note this list is not all-inclusive as other staff members may have contributed to agenda items or attended meetings. While staff will still spend time preparing agenda bills, project updates, and presentations for meetings, their efforts will be more focused with the ultimate goal of providing the information council needs to take action.

Name of Committee/Commission	Staff	# of Hrs/Mo Prep Time	# of Hrs/Mo Meeting Time
Public Safety Committee	Chief Phipps	3	2
	Chief Correira	4	2
	City Attorney	1	2
	Deanna Patterson	7	3
	IT	1	2
CD Committee	Emily Arteche	8	2
	David Goodman	2	2
	Jonathan Kesler	2	2
	Ashley Wragge	2	2
	City Attorney	2	2
	IT	1	2
Parks & PW Committee	Mike Chambless	3	2
	Engineers (4)	12	8
	Deana Dean	2	2
	City Attorney	3	2
	IT	1	2
Finance & Admin Committee	Mike Sauerwein	1	2
	Department Directors	6	12
	Jen Ferguson	22	2
	Drew Bouta		2
	Carson Hornsby	1	2
	Deana Dean	2	2
	City Attorney	3	2
	IT	1	2
Council Meetings	Mike Sauerwein	2	5+
	City Attorney	4	5+
	Department Directors	6	30+
	Jen Ferguson	19	5+
	Drew Bouta		5+
	Deana Dean	6	5+
	Carson Hornsby	1	5+
	IT	2	5+
Subtotal Council		130	130
Arts Commission (1x/mo)	Nicole Wiebe	3.5	1.5
Civil Service Commission (1x/mo)	Chief Phipps	1	1
	Chief Correira	1	1
	Kim Johnson	1	1
ED Commission (1x/mo)	Emily Arteche	4	1
	David Goodman	1	1
	Jonathan Kessler	1	1
	Nicole Wiebe	4	1
Parks & Events Commission (1x/mo)	Mike Chambless	1.5	1
	PPW Staff (2+)	3	1
	Nicole Wiebe	1	1
	Deana Dean	1	1
Planning Commission (2x/mo)	Emily Arteche	12	2
	David Goodman	4	2
	Jonathan Kessler	4	2
	Ashley Wragge	2	2
Subtotal Commissions		45	20.5
Human Services Advisory Committee	Carson Hornsby	2*	As needed
Lodging Tax Advisory Committee	Nicole Wiebe	2*	As needed
Salary Commission	Deana Dean	2*	As needed
Subtotal As Needed Committee/Commissions	*includes mtg time & is based on avg 25 hrs/yr	6	------
TOTAL		**181**	**150.5**

OTHER JURISDICTIONS

A sampling of meeting structures by other local governments include:

Jurisdiction	Council Meetings	Committee of the Whole/ Work Study / Workshops	Committees (qty and frequency)	Total/Month
Snoqualmie	2x per month – 2nd & 4th Mon	N/A	(4) – 2x per month 1st & 3rd Mondays and 1st & 3rd Tuesdays	10
A	2x per month – 1st & 3rd Mon	8x per year - Mon	(3) – monthly – 1st, 2nd, or 3rd Tues	6
B	2x per month – 1st & 3rd Tues	1x per month – 2nd Tues		3
C	2x per month – 1st & 3rd Tues	1x per month – 4th Tues	(4) – monthly – daytime 1st, 2nd, 3rd, or 4th Tues	7
D	2x per month – 1st & 3rd Mon	2x per month – 2nd & 4th Mon		4
E	2x per month – 1st & 3rd Tues*	2x per month – 1st & 3rd Tues*		4
F	3x per month – 1st, 2nd, 3rd Tues			3
G	2x per month – 2nd & 4th Mon		(2) – 3rd Wed and quarterly on the 4th Tues	3-4
H	2x per month – 2nd & 4th Tues	1st, 3rd, 5th Tues		5

*same day

PROPOSALS

Council is asked to consider a change in meeting structure to one of two proposals below. Goals of this new structure include:

1. Ensure all councilmembers receive the same message at the same time.
2. All councilmembers benefit from questions or comments raised by fellow councilmembers.
3. Time is made available for councilmembers to represent Snoqualmie at regional meetings.
4. Provides for better coordination between the Mayor and MPT in setting Council agenda as they are aware of all items.
5. Agenda bills focus on quality of information as staff has additional time to prepare materials.
6. Increase in staff productivity.
7. Reduction in overtime. An estimated $9,314 is spent per year for one IT staff member to assist at committee meetings and an additional $10,767 is spent per year for two IT staff members to assist at council meetings for a total estimated cost of $20,081 per year. *(Note: as Council considers a future AV upgrade, it is administration's goal that the new system be intuitive so that the City Clerk or staff liaison run the meetings with little to no IT assistance.)*

Proposal A:
Council COW/Work Sessions, chaired by MPT (1st and 3rd Mondays at 6pm)
Council Meetings (2nd and 4th Mondays at 6pm)
Roundtable or Special Meetings as needed.

(Note: this option impacts the Planning Commission, Arts Commission, and the Parks & Event Commission meetings. Those meetings would need to be moved to Tuesdays.)
(Note: Ad Hoc Committees or Task Forces as needed for specific issues or to address council priorities.)

Proposal B:
Council COW/Work Sessions, chaired by MPT (1st and 3rd Tuesdays at 6pm)
Council Meetings (2nd and 4th Tuesdays at 6pm)
Roundtable or Special Meetings as needed.

(Note: this option would not be impacted by Monday holidays and other Monday meetings such as the Planning Commission, Arts Commission, and Parks & Events Commission.)
(Note: Ad Hoc Committees or Task Forces as needed for specific issues or to address council priorities.)

A council schedule is attached to this memo showing the current meeting schedule and what it may look like for each of the proposals for each of the councilmembers.

RECOMMENDATION

Council is asked to adopt Proposal B for a trial six-month period effective July 2023, through the end of 2023 at which time it can be re-evaluated. This proposal is less impactful to volunteers on commissions. Sample agendas for the council work session and council meeting are attached for illustration as well as a sample staff report to be used for project updates and informational items.

Attachments: Council Schedules
Sample Work Session Agenda
Sample Council Meeting Agenda
Sample Staff Report

CURRENT SCHEDULES							PROPOSAL A							PROPOSAL B						
	Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes
CM 1																				
Week 1	5-6	5-6					Week 1	6-8						Week 1		6-8				
Week 2	7-9:30						Week 2	6-8						Week 2		6-8				
Week 3	5-6 7-8:30	5-6	6-7			Mon: PEC Wed: Watershed Forum (not every month)	Week 3	6-8 *7-8:30*		6-7			*Mon: PEC => change* Wed: Watershed Forum (not every month)	Week 3	7-8:30	6-8	6-7			Mon: PEC Wed: Watershed Forum (not every month)
Week 4	7-9:30						Week 4	6-8						Week 4		6-8				
Min Hrs	**11.5**						**Min Hrs**	**10.5**						**Min Hrs**	**10.5**					
# of Mtgs	**8**						**# of Mtgs**	**6**						**# of Mtgs**	**6**					

	Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes
CM 2																				
Week 1	5-6	8-9 6-7				Tues: SEAL-TC	Week 1	6-8	8-9				Tues: SEAL-TC	Week 1		8-9 6-8				Tues: SEAL-TC
Week 2	12:00 5:30 7-9:30					Mon: Meadowbrook Farm Preservation; Arts Commission	Week 2	12:00 *5:30* 6-8					Mon: Meadowbrook Farm Preservation; *Arts Commission => change*	Week 2	12:00 5:30	6-8				Mon: Meadowbrook Farm Preservation; Arts Commission
Week 3	5-6	6-7					Week 3	6-8						Week 3		6-8				
Week 4	7-9:30						Week 4	6-8						Week 4		6-8				
Min Hrs	**12**						**Min Hrs**	**11**						**Min Hrs**	**11**					
# of Mtgs	**9**						**# of Mtgs**	**7**						**# of Mtgs**	**7**					

	Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes
CM 3																				
Week 1		5-6 6-7		6:30-7:30		SVH	Week 1	6-8			6:30-7:30		SVH	Week 1		6-8		6:30-7:30		SVH
Week 2	10-11 7-9:30					RR Days	Week 2	10-11 6-8					RR Days	Week 2	10-11	6-8				RR Days
Week 3		5-6 6-7					Week 3	6-8						Week 3		6-8				
Week 4	7-9:30						Week 4	6-8						Week 4		6-8				
Min Hrs	**11**						**Min Hrs**	**10**						**Min Hrs**	**10**					
# of Mtgs	**8**						**# of Mtgs**	**6**						**# of Mtgs**	**6**					

	Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes
CM 4																				
Week 1	6-7	6-7	1-2			PSRC	Week 1	6-8		1-2			PSRC	Week 1		6-8	1-2			PSRC
Week 2	7-9:30						Week 2	6-8						Week 2		6-8				
Week 3	6-7	6-7	8-9			ED Commission	Week 3	6-8		8-9			ED Commission	Week 3		6-8	8-9			ED Commission
Week 4	7-9:30						Week 4	6-8						Week 4		6-8				
Min Hrs	**11**						**Min Hrs**	**10**						**Min Hrs**	**10**					
# of Mtgs	**8**						**# of Mtgs**	**6**						**# of Mtgs**	**6**					

	Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes
CM 5																				
Week 1		6-7					Week 1	6-8						Week 1		6-8				
Week 2	7-9:30						Week 2	6-8						Week 2		6-8				
Week 3		6-7					Week 3	6-8						Week 3		6-8				
Week 4	7-9:30						Week 4	6-8						Week 4		6-8				
Min Hrs	**7**						**Min Hrs**	**8**						**Min Hrs**	**8**					
# of Mtgs	**4**						**# of Mtgs**	**4**						**# of Mtgs**	**4**					

	Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes
CM 6																				
Week 1	5-6 6-7						Week 1	6-8						Week 1		6-8				
Week 2	7-9:30		7-9	5-6		SCA, SVSD	Week 2	6-8		7-9	5-6		SCA, SVSD	Week 2		6-8	7-9	5-6		SCA, SVSD
Week 3	5-6 6-7						Week 3	6-8						Week 3		6-8				
Week 4	7-9:30			5-6		SVSD	Week 4	6-8			5-6		SVSD	Week 4		6-8		5-6		SVSD
Min Hrs	**13**						**Min Hrs**	**12**						**Min Hrs**	**12**					
# of Mtgs	**9**						**# of Mtgs**	**7**						**# of Mtgs**	**7**					

	Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes		Mon Mtg Time	Tues Mtg Time	Wed Mtg Time	Thurs Mtg Time	Fri Mtg Time	Notes
CM 7																				
Week 1	6-7 7:30-9	5-6				Mon: PC	Week 1	6-8 *7-8:30*					*Mon: PC => change*	Week 1	7-8:30	6-8				Mon: PC
Week 2	7-9:30						Week 2	6-8						Week 2		6-8				
Week 3	6-7 7:30-9	5-6		5:30		Mon: PC Thurs: NWRM	Week 3	6-8 *7-8:30*			5:30		*Mon: PC => change* Thurs: NWRM	Week 3	7-8:30	6-8		5:30		Mon: PC Thurs: NWRM
Week 4	7-9:30						Week 4	6-8						Week 4		6-8				
Min Hrs	**13**						**Min Hrs**	**12**						**Min Hrs**	**12**					
# of Mtgs	**9**						**# of Mtgs**	**7**						**# of Mtgs**	**7**					

CITY COUNCIL REGULAR HYBRID WORK SESSION

Tuesday, July 11, 2023 @ 6:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

MAYOR & COUNCIL MEMBERS
Mayor Katherine Ross
Councilmembers: Ethan Benson, Cara Christensen,
Bryan Holloway, Jo Johnson, James Mayhew,
Louis Washington, and Robert Wotton

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

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

REGULAR AGENDA, 6 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

INTRODUCTION OF SPECIAL GUESTS AND PRESENTATIONS

WORK SESSION ITEMS – NO FINAL ACTION WILL BE TAKEN

PUBLIC COMMENT

REVIEW OF CONSENT AGENDA ITEMS FOR NEXT MEETING

INFORMATION

ADMINISTRATOR & STAFF REPORTS

MAYOR'S REPORT

COMMENTS FROM COUNCILMEMBERS/COUNCILMEMBER REPORTS

EXECUTIVE SESSION

ADJOURNMENT

SAMPLE

CITY COUNCIL REGULAR HYBRID MEETING

Tuesday, July 18, 2023 @ 6:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

MAYOR & COUNCIL MEMBERS
Mayor Katherine Ross
Councilmembers: Ethan Benson, Cara Christensen,
Bryan Holloway, Jo Johnson, James Mayhew,
Louis Washington, and Robert Wotton

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

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **813 0614 8787** and Password **1800110121** if prompted.
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4) Please confirm that your audio works prior to participating.

REGULAR AGENDA, 6 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

CONSENT AGENDA

NEW BUSINESS

INFORMATION

ADMINISTRATOR & STAFF REPORTS

MAYOR'S REPORT

COMMENTS FROM COUNCILMEMBERS/COUNCILMEMBER REPORTS

EXECUTIVE SESSION

ADJOURNMENT

SAMPLE

Council Agenda
Staff Report

DATE:

SUBJECT:

CONTACT PERSON:

ATTACHMENTS:

(This form to be used for project updates and informational items that require no council action.)

DRAFT

Committee Meeting Reform Options

FINANCE & ADMINISTRATION COMMITTEE | May 2, 2023

Current Structure

Meeting Frequency
2 Regular Meetings 4 Committee Meetings (2x per month)
10 Meetings Total 8-9 Meetings per CM

Current Problem Areas

1. Uneven knowledge among councilmembers
2. Need to improve councilmember visibility at regional level
3. Insufficient time to edit and refine Agenda Bills and Presentations
4. Overtime

Meeting Options

Option A: Monday Work Sessions/Regular Meetings

Option B: Tuesday Work Sessions/Regular Meetings

Option A – Benefits

Monday Work Sessions and Council Meetings

1. All councilmembers receive same message at the same time.
2. All councilmembers benefit from questions or comments raised by fellow councilmembers.
3. Councilmembers can represent Snoqualmie at local and regional meetings.
4. Better coordination between Mayor and MPT in setting agenda.
5. Additional time for staff to prepare materials and increase in staff productivity.
6. Reduction in overtime.

Option A - Potential Issues

1. Difficult to determine council direction

Lack of specialization among councilmembers

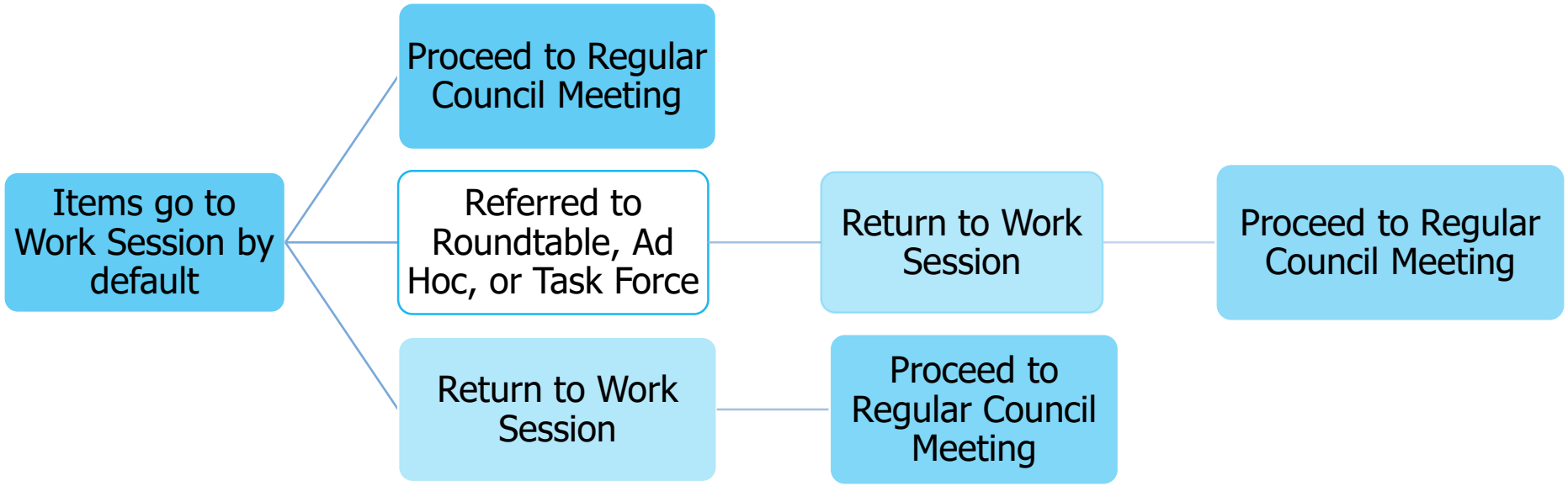
1. Conflicts with Commission meetings

1. Insufficient time

Option A - Potential Solutions

1. Difficult to determine council direction	• Council to provide clear action items for staff at work sessions
Lack of specialization among councilmembers	• Referral to Ad Hoc Committees or Special Task Forces as needed
1. Conflicts with Commission meetings	• Move Commission meetings to Tuesdays
1. Insufficient time	• Project updates and Informational items as staff reports under new "Information" heading • Refer complex or in-depth issues to Roundtable, Ad Hoc or Task Force Committees

Option A - Process



Option B - Benefits

Tuesday Work Sessions and Council Meetings

1. All councilmembers receive same message at the same time.
2. All councilmembers benefit from questions or comments raised by fellow councilmembers.
3. Councilmembers can represent Snoqualmie at local and regional meetings.
4. Better coordination between Mayor, MPT, and Clerk in setting agenda.
5. Additional time for staff to prepare materials and increase in staff productivity.
6. Reduction in overtime.
7. Does not impact Commission meetings.

Option B - Potential Issues

1. Difficult to determine council direction

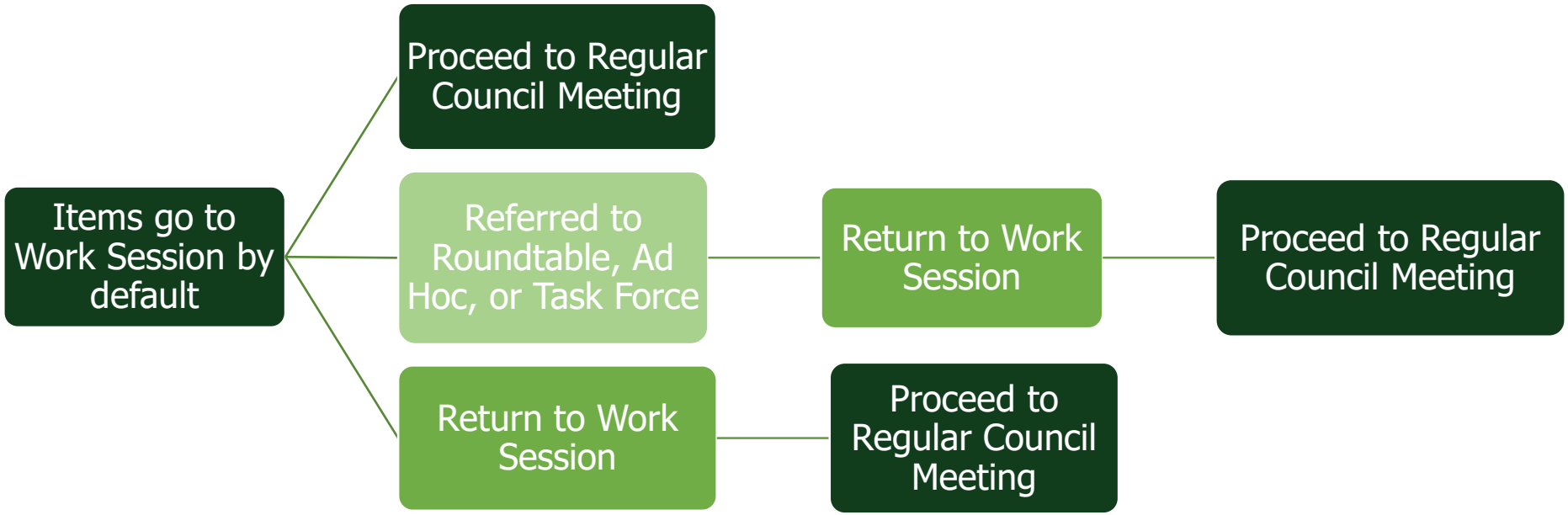
Lack of specialization among councilmembers

1. Insufficient time

Option B - Potential Solutions

1. Difficult to determine council direction	• Council to provide clear action items for staff at work sessions
Lack of specialization among councilmembers	• Referral to Ad Hoc Committees or Special Task Forces as needed
1. Insufficient time	• Project updates and Informational items as staff reports under new "Information" heading
	• Refer complex or in-depth issues to Roundtable, Ad Hoc or Task Force Committees

Option B - Process



Meeting Frequency

Option A	Option B
2 Work Sessions 2 Regular Meetings Ad Hoc Meetings as needed	2 Work Sessions 2 Regular Meetings Ad Hoc Meetings as needed
4 Meetings Total	4 Meetings Total

Next Steps

Identify any further information needed or council input.

Obtain direction on which option to pursue.

Questions and Direction Needed

Thank You