



CITY COUNCIL ROUNDTABLE MEETING, 6:00 PM
CITY COUNCIL REGULAR MEETING, 7:00 PM
Monday, April 28, 2025
Snoqualmie City Hall, 38624 SE River Street & Zoom

MAYOR & COUNCIL MEMBERS

Mayor Katherine Ross

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

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

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

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

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

ROUNDTABLE AGENDA, 6 PM

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

SPECIAL BUSINESS

1. **Petition for Vacation of Certain Right-of-Way.**

Proposed Action: Testimony, Council Questions, and Executive Session pursuant to RCW 42.30.110(1)(i) Litigation.

ADJOURNMENT

REGULAR AGENDA, 7 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Appointments

2. Fire Department Badge Pinning Ceremony
- [3.](#) **AB25-058:** Community Development/Economic Development Director Confirmation

Proclamations

- [4.](#) 25-07: Small Business Week

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

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

EXECUTIVE SESSION

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

CONSENT AGENDA

- [6.](#) Approve the City Council Meeting Minutes dated April 14, 2025.
- [7.](#) Approve the Claims Report dated April 28, 2025.
8. **AB25-055:** Job Order Contracting Consultant Contract Extension
9. **AB25-056:** Northwest Railway Museum Restroom Maintenance and Operations Agreement

COMMITTEE REPORTS

Public Safety Committee:

Community Development Committee:

Parks & Public Works Committee:

- [10.](#) **AB25-053:** Lease Agreement with Northwest Landscapes LLC

Proposed Action: Move to adopt Resolution 1715 authorizing the Mayor to sign a lease agreement with Northwest Landscape Services LLC.

11. Utility Rate Study Presentation and Update.

Finance & Administration Committee:

Committee of the Whole:

- [12.](#) City Council Priorities 2025 Affirmation

REPORTS

13. Mayor's Report
14. Commission/Committee Liaison Reports

EXECUTIVE SESSION

ADJOURNMENT

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

FEB 04 2025

Item 1.

Johns Monroe
Mitsunaga Koloušková
 CITY OF SNOQUALMIE
 PLLC

Darrell S. Mitsunaga
 Duana T. Koloušková
 Vicki E. Orrico
 Patricia M. Army
 Dean Williams
 Peter Durland

Via Messenger Delivery

City of Snoqualmie
 City Council
 38624 SE River Street
 Snoqualmie, WA 98065

January 31, 2025

Re: Petition for Vacation of Right of Way, Tax Parcel Number 7849200064

Dear Council Members:

On behalf of NWBF, LLC (fka Isola Financial), we petition the City of Snoqualmie for Vacation of Right of Way Abutting Tax Parcel Number 7849200064, commonly known as 39194 Park St. (the "Property"). Specifically, we ask City Council to correct a century-old error and vacate the area of Schusman Avenue SE eastward of the Property, as dedicated in the Plat of Snoqualmie Falls in 1890, and following the relocation of Park Street approx. 30 years later. Pursuant to Chapter 35.79 RCW, we request a hearing before the City Council to make our case.

Summary

The property in question includes a single-family residence that has stood in its current location for over 80 years (the "Home"), now home to a young family. Two years ago, when NWBF marketed the Property for sale, City Staff discouraged potential buyers by citing nonexistent litigation. The City even offered to purchase the Property for just \$1,000.00, claiming that its value was negative due to demolition costs exceeding its worth. Staff's position is the Home is an unlawful, non-conforming use and must be demolished because it encroaches into a right of way that the City has never used and does not need.

In reality, it appears that the City's true intention is to devalue the property in order to acquire it for use as a park. The owner argues that the confusion surrounding the right-of-way stems from over a century of street paving, construction, surveys, and dedications—factors that have long obscured any original error. Given this, NWBF respectfully requests that the City Council either vacate the relevant right of way or purchase the Property for an amount reflective of its fair market value.

Vacation Area Legal Description:

All right of way East of LOT 1, BLOCK 4, Plat of Snoqualmie Falls, as per plat recorded in Volume 6 of Plats, Page 51, records of King County, less area dedicated for Park Street right of way, as reflected in survey by Harry Thompson dated July 22, 1919.

NWBF History & Ownership

We own this property through a Deed in Lieu of Foreclosure, but NWBF is not a mortgage company. In the simplest terms, we accepted the property as collateral in an unrelated business transaction, which the prior owner could not repay, and as a result, we inherited the property as

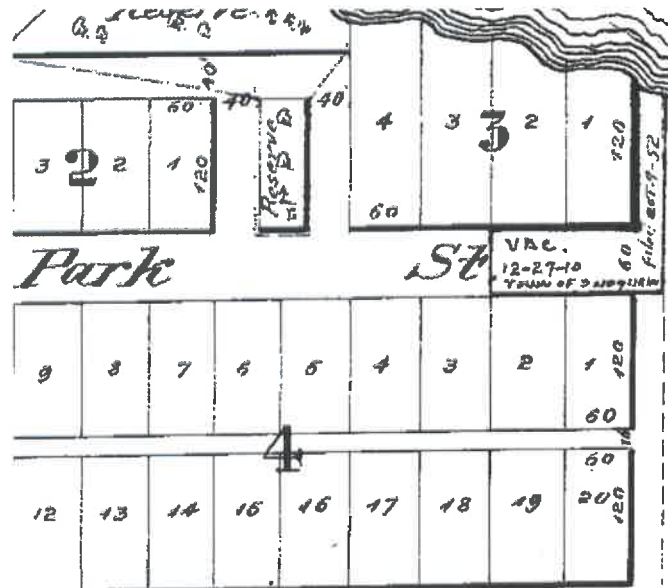
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payment of the debt. This was not an investment property the NWBF purchased in an arms-length transaction based on due diligence or any sort of profit-based prospects. In every respect, NWBF never intended, wished, or sought to own the Property outright, nor is it our practice to own single-family homes for rent or long-term investment. The ownership of this property, by this company, was happenstance.

NWBF did the only reasonable thing for a business who owns a single-family home under the circumstance—it rented it. For years, NWBF has tried to rent and/or sell the Property as what it thought the Property was, an ordinary marketable home, on the historic Snoqualmie River.

Property History

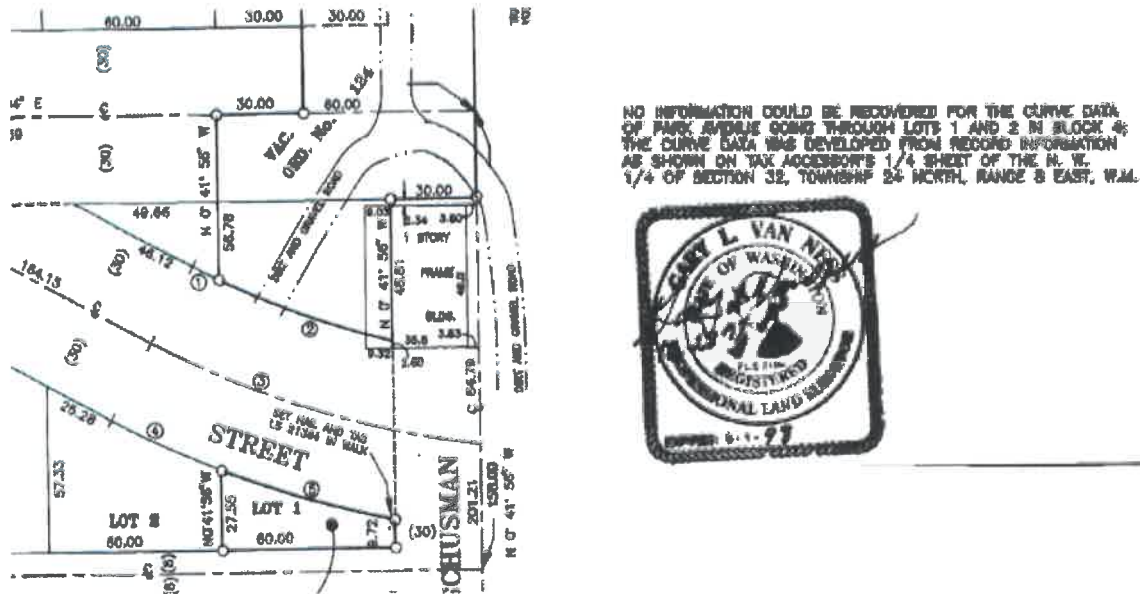
In 1890, the Plat of Snoqualmie Falls created hundreds of rectangular parcels, including Lot 1, Block 4, as shown below:



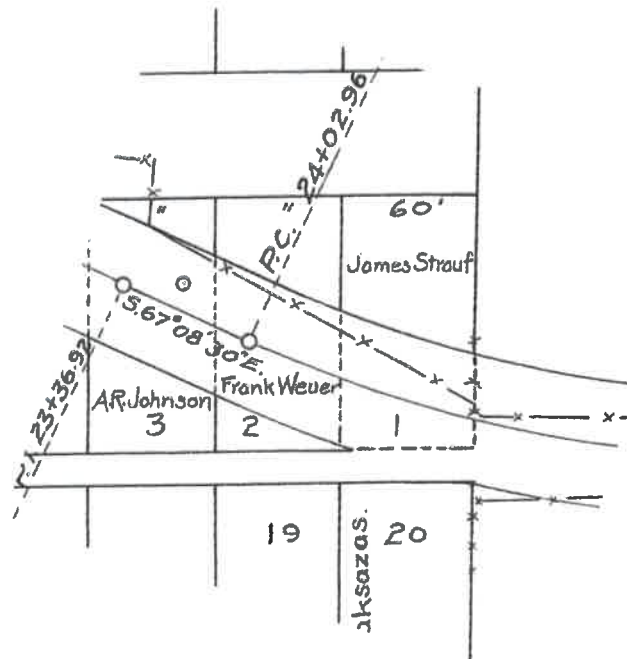
See Att. A. The right of way east of these parcels became known as Schusman Avenue. As can be seen on the face of the record plat, portions of “Park Street” and Schusman Avenue were vacated by the Town of Snoqualmie in 1910. On information supplied by former City Attorney Robert Sterbank, this was done after a flood and a resulting need to relocate Park Street. After exhaustive searches, we have not been able to locate any Ordinance or Deed regarding the dedication of the present Park Street across the Property, but we have every reason to believe it was contemporaneous with the 1910 vacation.

Park Street was clearly relocated. A surveyor was unable to find any record of the Park Street dedication, nor any legal description for this right of way, and as a result, utilized the King County Assessor’s records to map the existing Park Street ROW.

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See Att. B. As you can see, according to this 1997 survey, the building on the Property encroaches not only into the original Schusman Avenue, but also into the relocated Park Street. Clearly, this portion of Park Street was never improved to full width. During our research, we did find a 1919 survey of Park Street in the records of the King County Assessor's Office, which notably shows Park Street further south than current King County Assessor's maps.



See Att. C. This survey makes more sense when considering the current location of the home on the Property. On information and belief, the existing Park Street, as improved on the ground, lies

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within the prism of this survey. Given the absence of any formal record of dedication for the new Park Street, NWBF is willing to execute a deed dedicating the Park Street ROW as evidenced by the 1919 Survey to perfect Snoqualmie's title to this area. However, with regard to the area of the Home on Schusman Avenue, we require the Council's cooperation to vacate this area and correct the apparent mistake that was made 100 years ago in relocating Park Street.

Historical records indicate that the Building was originally constructed in 1940, including the King County Assessor's office records. The Building can be seen, in substantially the same location that exists today, in aerial photos dating back many decades, for instance,



c.1952



c.1969



c.1980

We believe an error was made, either during the 1910 vacation, or as part of the relocation of Park Avenue, resulting in the orphaning of a portion of Schusman Avenue right of way north of Park Ave, when this area should have been vacated to the Property. The configuration of the Property, and the uselessness of maintaining the existence of Schusman Avenue right of way north of Park Ave, makes this clear, as does Snoqualmie's allowance of the Building in 1940 and decades after. As an aside, the adjacent parcel's owner maintained a homestead exemption for his home through bankruptcy, which severed one or more of the parcels.

Present Situation

Regardless of how it happened, Snoqualmie permitted construction of the Building long ago, and Snoqualmie has issued multiple permits since 1940. In a letter to NWBF dated August 14, 2024, Emily Arteché recently took the position that NWBF must demolish this structure because "it is unlawful for anyone to make private use of a public right-of-way without a right-of-way use permit." *See Att. D* (dated August 14, 2024). Of course, City Staff would undoubtedly refuse to grant such a permit because of their plan to acquire the Property in the future. This plan has a name (Riverwalk) and details are publicly available.¹ On page 124 of the City's 2015 Riverwalk Master Plan, the Property is specifically highlighted and labeled as a "Tier 2 Property" for acquisition and inclusion in the Riverwalk development. As part of this plan, Snoqualmie rezoned the Property to a designation that does not allow for new single-family homes, making the existing home all-the-more valuable to the Property.

¹ <https://www.snoqualmiewa.gov/891/Riverwalk>.

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The original Riverwalk plan estimates an acquisition cost for the Property of several hundred thousand dollars. In 2018, as part of a King County Conservation Futures Application, for which the City of Snoqualmie was the named Applicant, Snoqualmie valued the Property at \$273,000. *See Att. E* at 4. This changed, when in 2023, Staff asserted that the Property is worth **\$1,000** due to costs associated with demolishing the Building. *See Att. F*. Staff's first email to NWBF actually stated the property had a *negative* overall value. Clearly, Staff learned of the right-of-way issue, and decided to capitalize on the mistake made decades ago, to try and compel NWBF to sell the Property for pennies on the dollar. In comparison, the owner has obtained appraisals that estimate the value of the Property in excess of \$500,000. However, even after learning this information, Staff initially took no action, other than discouraging potential buyers. Staff also refused to review NWBF's appraisals.

NWBF had a buyer for the Property under contract. The buyer approached Snoqualmie for due diligence and was told the Property is "in litigation with the city" and "do not buy it." This was false information. At that time, Snoqualmie had not instituted any action against the Property or NWBF, administrative or otherwise. Years have passed while Staff waits for NWBF to give up and sell for a *de minimus* amount.

Never did anyone at Snoqualmie assert that NWBF would be subject to an enforcement action until after NWBF refused to sell the Property at such a deflated price. This is clearly a strategy to devalue the Property ahead of initiating formal condemnation procedures, which Staff has refused to do, telling NWBF that this property is in their "10-year pile."

We are asking Council to make this right, recognizing that an 85-year old structure, with 85-years of permitting history, cannot be casually dismissed and demolished without, as the Federal and

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State Constitutions require, "just compensation." We have no intention of standing in the way of Snoqualmie's Riverwalk plan, but neither will NWBF sit idly by while Staff systematically devalues the Property. We sincerely hope that this matter will not require litigation. We respectfully submit this Petition for Vacation to you for consideration.

Sincerely,



Dean Williams
Direct Tel: (425) 467-9967
Email: williams@jmmklaw.com

Signed by:

5A55343F85214E2...

NWBF, LLC
By: Jeffrey J. LePage
Its: Manager

Reviewed and Approved by:

DocuSigned by:

AD5391E9B1E5430...

Stephen DeShazo
In-House Counsel
deshazos@nwbf.com
7525 SE 24th St., Ste. 487
Mercer Island, WA 98040

Explanation.

The initial point of this plat is the point of intersection of the Center-line of the Seattle, Lake Shore and Eastern Ry. with the line between Sections 30 and 31 which point is 582 feet West of the corner to Sections 29, 30, 31 and 32, Township 36 North, Range 8 East, N.M. Streets are 60 feet wide, except where otherwise indicated on the plat. Alleys are 16 feet wide. The standard stone of 160 lbs. is offset by two feet and 30 feet by two feet. Fractional lots are in dimensions as indicated on the plat. The line A-B on this plat is a line line to which all streets, alleys, block and lot lines are, are parallel or at right angles or at such angles as may be indicated.

The Seattle, Lake Shore and Eastern Ry. rights of-way is 100 feet wide.

Description.

This plat of the former Squalmie Falls embraces Lot 5 of Section 30, the Northeast Quarter of the Northeast Quarter of Section 31, Lot 7 and the Southeast Quarter of the Northeast Quarter of Section 32, all in Township 36 North, Range 8 East N.M. King County, Wash.

Dedication.

Know all men by these presents, that the Squalmie Land and Improvement Company, a corporation, existing under the laws of the State of Washington, and being the owner in fee simple of these lands in King County, State of Washington, particularly described as Lot 5 in Section 30 and the Northeast Quarter of the Northeast Quarter of Section 31 and Lot 7 and the Southeast Quarter of the Northeast Quarter of Section 32, all in Township 36 North, Range 8 East, N.M. and heretofore declared this plat of the lands of Squalmie, in King County, Washington, to be the site of the public, private, all streets and alleys shown on said plat.

In Witness Whereof the said corporation has caused its corporate name to be signed hereto by its President and its corporate seal to be hereunto affixed by its Secretary this 30th day of September, A.D. 1890.

Squalmie Land and Improvement Company.

By Allen F. Withers

Its President

Wm. H. Wilson Secretary of

Signed, Sealed and delivered

In the Presence of

C.T. Crover

J.L. Crawford



Acknowledgment.

State of Washington } ss.
County of King

This is to certify, that on this 30th day of September, A.D. 1890, before me, the undersigned, a Notary Public in and for the State of Washington, residing at the City of Seattle, personally came, Allen F. Withers, and Wm. H. Wilson, to me known to be the identical persons, who as President and Secretary respectively of the Squalmie Land and Improvement Company, executed the above and foregoing dedication, as the act and deed of said corporation. And the said Allen F. Withers acknowledged to me that, as the President of the said Squalmie Land and Improvement Company, he signed the name of said corporation to the above and foregoing instrument and his own name as President thereof freely and voluntarily and as such for the free and voluntary act and deed of the said Squalmie Land and Improvement Company. And the said Wm. H. Wilson, as Secretary of said corporation, he signed the name of said corporation and his own name as such Secretary, freely and voluntarily and as such for the free and voluntary act and deed of the said Squalmie Land and Improvement Company.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal the day and year, in their certificate, above written.



C.T. Crover, Notary Public,
residing at the City of Seattle in said County and State.

Legend.

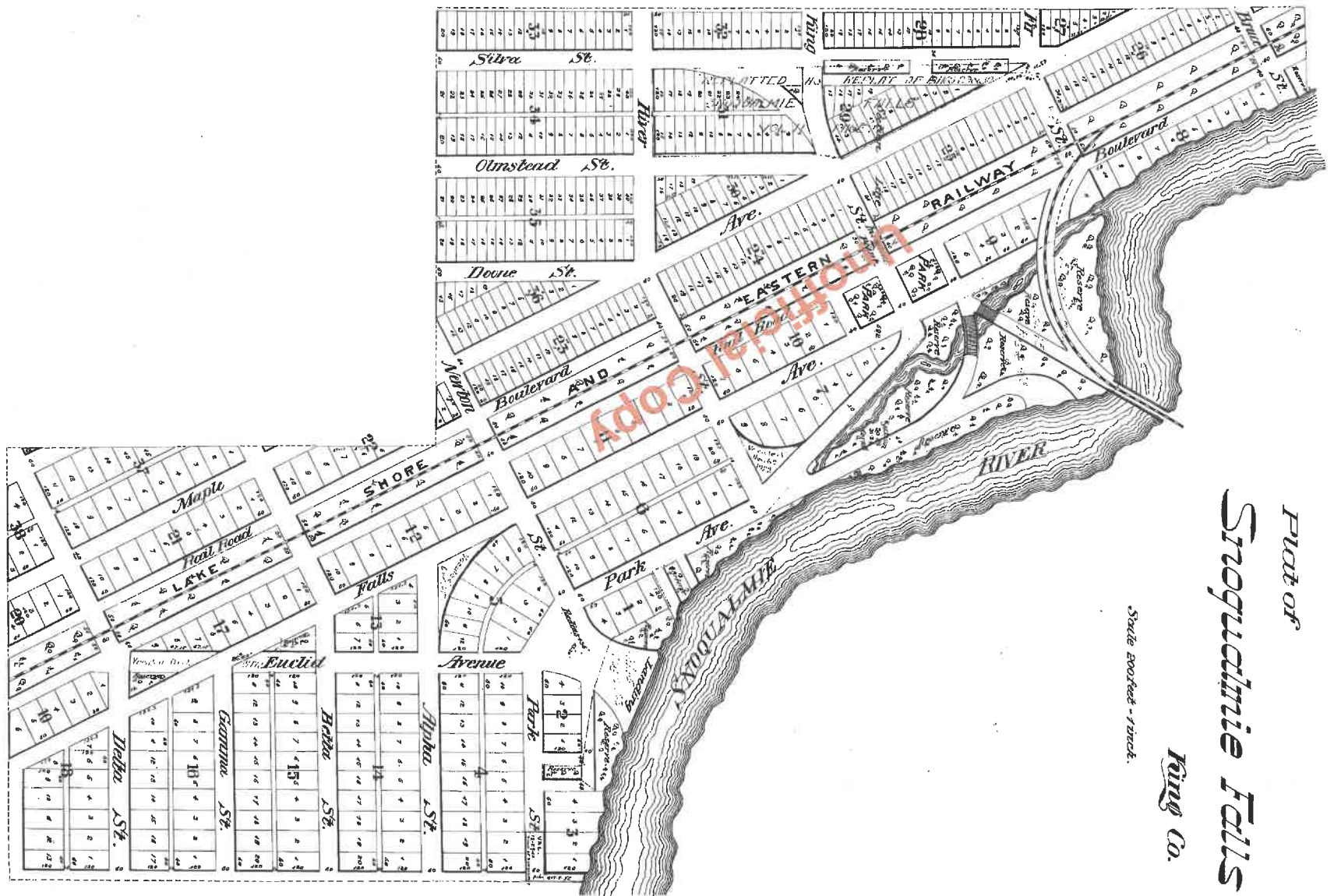
This plat is made for the purpose of correcting errors of description in the original plat, filed for record, Aug. 6th 1889, recorded at Page 179 of volume 3 of plats, whereby the Squalmie Land and Improvement Company was described as the N.M. of Section 31 - and Range 8 was described as Range 8.

63366.

Filed for record at the request
of the Squalmie Land and Improvement
Company, A.D. 1890
at 10 min. past 4 P.M.
and recorded in the 1st of
Plats of King County, Wash.

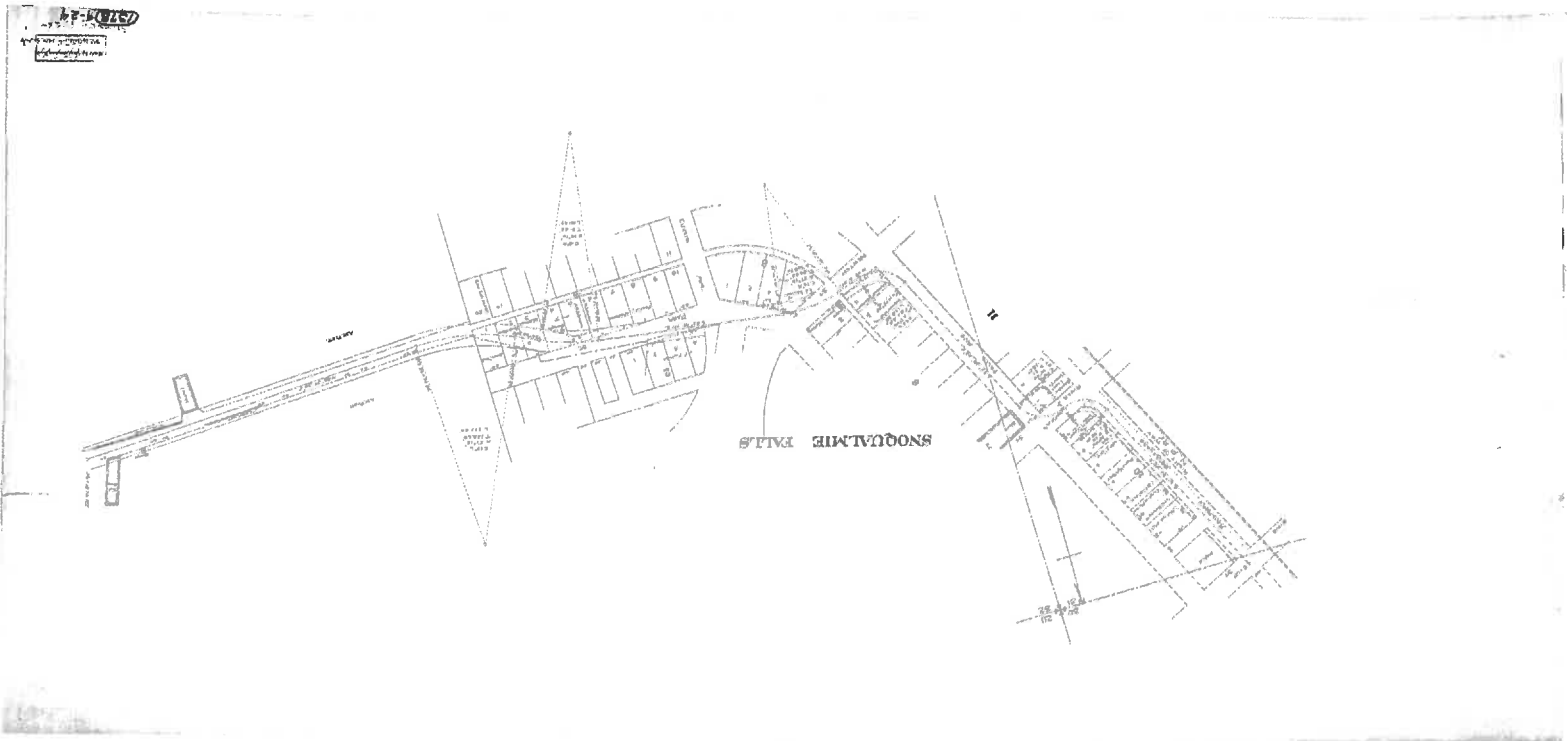
Wm. H. Wilson
County Auditor

A. B. 1890.



119 24





**COMMUNITY DEVELOPMENT DEPARTMENT**

38624 SE River St
PO Box 987
Snoqualmie, WA 98065

Office: (425) 888-5337
Fax: (425) 831-6041

www.snoqualmiewa.gov

Stephen DeShazo,
Isola Homes In-House Counsel
7525 SE 24th St., Ste. 487,
Mercer Island, WA 98040



Mathew LePage
Isola Homes
7525 SE 24th St., Ste. 487,
Mercer Island, WA 98040

Re: 39194 SE Park Street, Snoqualmie, WA, Tax Parcel Number 7849200064

Dear Mr. DeShazo and Mr. LePage,

Isola Financial LLC ("Isola") purchased the above property in June of 2012. The image below outlines the tax parcel that was purchased. This letter is sent to inform you that the dwelling located partially on the Isola lot at 39194 SE Park Street encroaches on City of Snoqualmie Right of Way to the east as shown on image.

Pursuant to Snoqualmie Municipal Code 12.19.010, it is unlawful for anyone to make private use of any public right-of-way without a right-of-way use permit issued by the city. No right-of-way use permit was issued for the encroaching use of City right-of-way.

Within thirty (30) days of the date of this letter, the City demands the illegal use of City property cease and the encroachment be removed. A permit application to demolish the structure may be obtained through the City's Forms Center

Thank you,


Emily Arteche (Aug 14, 2024 13:47 PDT)

Emily Arteche

Director of Community Development
City of Snoqualmie



CONSERVATION FUTURES (CFT) 2019 ANNUAL COLLECTIONS APPLICATION FOR FUNDS

PROJECT NAME Snoqualmie Riverfront Reach

Applicant Jurisdiction(s): City of Snoqualmie

Open Space System: Above Snoqualmie Falls

(Name of larger connected system, if any, such as Cedar River Greenway, Mountains to Sound, a Regional Trail, etc.)

Acquisition Project Size: 1.0 acres (4 parcels)

(Identify the acreage targeted under this year's funding request)

CFT Application Amount: \$765,500

(Dollar amount of CFT award requested)

Total Project Size: 11.0 acres (28 parcels)

(If known, identify total acreage at project completion for multi-year projects)

KC PL Application Amount:

(King County Projects Only: Dollar amount of KCPL requested)

Type of Acquisition(s): ☒ Fee Title ☐ Conservation Easement ☐ Other:

CONTACT INFORMATION

Contact Name: Nicole Sanders

Phone: 425-888-5337

Title: Senior Climate & Long Range Senior Planner

Email: nsanders@ci.snoqualmie.wa.us

Address: 38624 SE River St/PO Box 987, Snoqualmie 98065

Date: 03/06/18

PROJECT SUMMARY:

(In the space below, provide a brief but comprehensive description of the project, which succinctly explains what the project is attempting to accomplish. This should include reference to the overall watershed, reach, trail or open space system within which the project is set. Please note how the targeted parcels are significant individually, or as part of an overall multi-parcel system.)

This project will acquire 4 of the remaining 16 residential, riverfront parcels with houses within 150 feet of the Snoqualmie River in City limits (in WRIA 7), using funds to purchase open space-zoned parcels along the south/west bank reach between SE Northern St. and the King County Snoqualmie Valley Regional Trail (SVRT) corridor. These river reach properties are in the FEMA-designated 100-year floodway and have suffered repetitive flood damage; they also pose the primary risk to natural processes in this reach through residential activity. The City recognizes that the river reach presents aesthetic, cultural, passive recreation and restoration opportunities, and aims to acquire reach properties for open space, riparian habitat restoration, and to provide a Riverwalk trail.

This application is a phase of a multi-year reach project to acquire 28 residential properties along the south bank of the Snoqualmie River within City limits; the open-space zoned north bank remains undeveloped. Since 2012, the City has acquired 7 riverfront reach parcels with King County Flood Control District, King Conservation District, FEMA and Conservation Futures tax funding. For 2018 alone, one (1) property has been acquired, and there is funding and owner-interest to acquire three (3) more. After subtracting the 4 projected 2018 acquisitions, and the past 8 acquisitions (including 1 by King County), only 16 acquisitions remain out of the original 28 target properties.

This project proposes to acquire 4 properties, composed of 3 contiguous and 1 separated SE Park St. parcels (see site map). Following acquisition, residential buildings will be removed /demolished with non-CFT funds, and integrated into larger restoration projects. Open space acquisitions will be added to overall City acquisitions. To date the City has acquired a total of 42 riverfront parcels, or 1.5 river miles of the 2.2 mile reach, totaling 66.5 acres, due to this project as well as the Snoqualmie Preservation Initiative, various grants and open space donations.

1. OPEN SPACE RESOURCES

Please review the attached evaluation criteria. For the **proposed acquisition parcel(s)**, please mark those criteria that apply and thoroughly, yet succinctly, describe **in the space below** how the proposed acquisition satisfies each marked criteria. Please clearly describe how these criteria might be met at a landscape level, and how they apply to individual parcels. If restoration is part of the plan, please briefly describe the current condition and the hoped for restored condition that is the goal of the acquisition.

- | | |
|---|---|
| <input checked="" type="checkbox"/> A. Wildlife habitat or rare plant reserve | <input checked="" type="checkbox"/> E. Historic/cultural resources |
| <input checked="" type="checkbox"/> B. Salmon habitat and aquatic resources | <input checked="" type="checkbox"/> F. Urban passive-use natural area/greenbelt |
| <input checked="" type="checkbox"/> C. Scenic resources | <input checked="" type="checkbox"/> G. Park/open space or natural corridor addition |
| <input checked="" type="checkbox"/> D. Community separator | <input checked="" type="checkbox"/> H. Passive recreation opportunity/unmet needs |

A. Wildlife habitat or rare plant reserve – This Snoqualmie River reach serves as significant habitat and a large wildlife corridor for elk, deer, beaver, wintering bald eagles, pileated woodpecker, and native songbirds. Natural vegetation of riverbank parcels has largely been removed and replaced with lawn grass, garden and orchard landscape species. A major riverfront acquisition goals is to conserve and restore natural Snoqualmie River riparian systems for connected wildlife habitat along the River.

B. Salmon habitat and aquatic resources – The project is in the Snohomish River Salmon Conservation Plan Headwaters section (11.16). The watershed supports wild runs of Coho, Chinook, Pink, Chum and Steelhead salmon; Chinook is present in the Snoqualmie River. Although salmon habitat cannot be directly supported as the acquisition reach is upstream of Snoqualmie Falls, habitat restoration in this area will improve instream conditions for Chinook downstream and for resident fish, including other salmonids such as presumed listed bull trout; rainbow and cutthroat trout habitat has also been noted locally. The removal of impervious surfaces will further improve hydrological function, sediment transport processes, and instream habitat structure. The Snoqualmie River is 303(d) listed for temperature – the 2011 Snoqualmie River Basin TMDL... Implementation Plan (Publ. No.11-10-041), emphasizes the importance of restoring riparian shading and the priority of planting native vegetation where buffers are lacking (page 135). The City has striven to prioritize acquisitions with higher river shading potential.

C. Scenic resources – All riverfront parcels offer views of the Snoqualmie River. Select parcels, and the open space corridor connecting with the Meadowbrook Bridge, provide unique views of Mt. Si along Snoqualmie River within the City, providing a striking scenic backdrop for future users of the proposed Riverwalk within this reach of the Watershed.

D. Community separator – The reach provides the Downtown Northern boundary, helping maintain a distinct character from the Mill Pond further North. Proposed acquisitions will extend and restore the greenbelt along the Snoqualmie River.

E. Historic/cultural resources – The City has a rich wealth of historic and cultural resources from thousands of years of Native American habitation and 100+ years of European settlement. The project will improve the aesthetics in two City Historic Districts, the Meadowbrook Bridge and near the Snoqualmie Railroad Depot (County-designated Historic Landmarks). Educational signage highlighting the cultural and natural environment will also be installed along the Riverwalk trail.

F. Urban passive-use natural area/greenbelt – The project adds to a passive 3+ acre greenbelt with River access (see G/H). Acquisitions could be integrated in the Phase II Riverwalk project, for which the City has submitted a Floodplains by Design pre-application with the Department of Ecology. Phase I Riverwalk design is almost complete, supported by a \$1.47 million Department of Commerce grant, as well as City funds. Contiguous acquisitions allow the City to develop future trail access & conduct more immediate restoration; riverwalk trail development will provide public access and education improvements.

G. Park/open space or natural corridor addition – The City currently owns a natural corridor intermittently interrupted with residences, composed of 8,070 of the 11,500 lineal feet of riverfront property, from north of Tokul Road to the County Snoqualmie Valley Regional Trail (SVRT). The riverfront reach includes Sandy Cove (passive) and Riverview (passive/active) Parks, along with over 40 permanent open space parcels; one of the acquisitions is directly adjacent to Riverview Park, and all acquisitions are planned for park/passive use integration with open space. Preventing further reach/floodway active use and development allows the opportunity to restore floodplain functions in this corridor through riparian restoration.

H. Passive recreation opportunity in area with unmet needs – The 2018 City of Snoqualmie Open Space, Parks and Recreation Plan identifies a current recreational need of ~14.11 acres Water Access Area. Reach acquisitions will help meet this need. The riverfront reach also provides an excellent passive recreation opportunity of regional significance; acquiring these parcels allows for urban nature trail connections to the King County Snoqualmie Valley Regional Trail (SVRT), helping close regional trail system gaps. In addition, the separate 2016 Tokul Road roundabout project North of this reach extended an urban trail from Snoqualmie Falls (which draws 2 million visitors per year) to the planned starting point of the Phase I Snoqualmie Riverwalk and its future planned regional connections, increasing reach acquisition recreational and educational potential. The City is committed to expanding and supporting the extensive trail network in the City and along the Snoqualmie River, expending \$1.5 million in grants for the Phase I Riverwalk from 2017-2020 (see F). The City has also budgeted over \$700,000 of city funds towards the Riverwalk, and as match for various grants and project needs.

2. ADDITIONAL FACTORS

For the proposed acquisition parcel(s), please mark all criteria that apply and thoroughly, yet succinctly, describe in the space below how the proposed acquisition satisfies each marked criteria.

- ☒ A. Educational/interpretive opportunity
- ☒ B. Threat of loss of open space resources
- ☒ C. Ownership complexity/willing seller(s)/ownership interest proposed
- ☒ D. Describe any public or private partnerships that will enhance this project
- ☒ E. Is the property identified in an adopted park, open space, comprehensive, or community plan?
- ☐ F. Transferable Development Rights (TDR) participation

A. Educational/interpretive opportunity – Active green belt management and educational signage provide ample education opportunities. The extensive riparian area within and adjacent to the reach presents large opportunities to involve volunteers, students, and nonprofits in restoration, similar to City activities with Mountains to Sound Greenway and the Snoqualmie Tribe (see section 2.D). Acquisitions also provide opportunities with interpretive signage on natural and historic features on the future Riverwalk, which projects high use from Snoqualmie Falls trail connections and its 2 million annual visitors.

B. Threat of loss of open space resources – Although reach acquisitions have been relatively successful to date, several property owners have been contacting the City for over five years in hopes of selling; since 2012, seven (7) owners have sold their properties to private entities due to lack of adequate city funding at the point of sale, complicating future acquisition potential. In addition, property values have increased dramatically, with the subject properties doubling in value (an average increase of 102%) since 2012. Recent appraisals note the region continues to gain ~13% value annually. Acquisition delays means cost increases, as well as delays to restoration and bank stabilization efforts. There has been some resource loss due to bank failure. Riverbank erosion has been recorded in different reach areas, and in 2012 there was road failure on Park Ave SE. from reach erosion. As such, the City has a strong interest in preventing new development and removing existing structures from the river's edge, allowing bank stabilization and riparian restoration, while allowing public access in a continuous, scenic river greenbelt.

C. Ownership complexity/willing seller(s)/ownership interest proposed – Among the 4 proposed acquisitions, 2 property owners have signed letters of interest, and 1 expressed verbal interest, in selling to the City. If property owners lose interest in selling, the City would proceed with other acquisitions in the riverfront reach. The project has had exceptional public support over time; riverfront acquisitions and development of a Riverwalk have been called for by citizens in City planning processed for over a decade (2005 Downtown Vision Plan; 2006 Destination Development and Economic Plan; 2010 Downtown Master Plan; 2011 Bicycle & Pedestrian Recommendations Report; and Snoqualmie 2032, the 2014 Comprehensive Plan Update).

D. Partnerships - Describe any public or private partnerships that will enhance this project – Several partnerships have formed around, and been bolstered by, funding and restoration activities in the project reach. The City and King County signed the "Upper Snoqualmie Residential Flood Mitigation Riverfront Acquisition" Agreement in 2012, identifying parcels for purchase in the County Flood Control Zone District (FCD) capital improvement program. In the agreement FCD pledged \$3 million to assist the City in acquiring flood-prone properties, at up to \$150,000 per property; the City continues to meet with FCD staff on acquisition progress. Project applications for acquisition, restoration, and Riverwalk funding have also received letters of support from the Snoqualmie Watershed Forum and the Snohomish Basin Salmon Recovery Forum for WRIA 7.

The Phase I Riverwalk project now in design (see 1.F Urban passive-use, above) has had input from the Snoqualmie Tribe, and the City intends to continue project coordination as intergovernmental relationships allow. Additionally in 2016 -2017 the City worked with the King Conservation District (KCD) and Forterra to join the Forterra Green Cities Program with the "Green Snoqualmie" partnership – a systematic 20 year restoration program that utilizes and trains restoration volunteers, via a unified provider network. Green Snoqualmie planning meetings have included the Snoqualmie Tribe, Mountains to Sound Greenway (Greenway), Forterra and King County. The City also has two Conservation Watershed Management (CWM) grants from FCD within and immediately North of this reach with the Greenway for restoration efforts. This strong budding partnership, and stakeholder involvement in the Phase I Riverwalk project, have included planning for more coordinated reach restoration, to specifically target area knotweed issues and to identify areas ripe for new plantings.

E. Is the property identified in an adopted park, open space, comprehensive, or community plan? – All project properties are identified in *Snoqualmie 2032*, the 2014 City Comprehensive Plan, as Open Space; plan policies 3.5.2 and 7.3.5 address the Riverwalk, and the Capital Improvement Program includes Riverwalk Acquisitions and Riverwalk Trail Ph. I - III. The *2018 Open Space, Parks and Recreation Plan* also recommends acquiring and preserving additional shoreline access for waterfront trails, visual access and water-related recreation.

F. Transferable Development Rights (TDR) – This project does not propose using Transfer of Development Rights.

3. STEWARDSHIP AND MAINTENANCE

How will the property be stewarded and maintained? Does the property lend itself to volunteer stewardship opportunities or community participation? How will ongoing stewardship and maintenance efforts be funded?

Newly acquired land will join the existing approximately 66.5 acres of permanent public open space located north of and within the proposed acquisition reach. Proposed acquisitions are relatively flat with volunteer populations nearby, providing good terrain and access for volunteer restoration events. The City recently joined the Forterra Green City program, which enlists and retains volunteers to support open space health (see 2.D Partnerships, above). The City contracts with Forterra for program maintenance, in turn funded via stormwater rates (a sustainable funding source), supported by studies on urban forest stormwater benefits. CWM grants and other funders will also continue to be sought for restoration work and early on-going site maintenance. In addition to these resources, the City Parks Division will accept all maintenance responsibilities in perpetuity as it has with all City open spaces.

4. PARCEL DETAILS *(New section added in 2018)*

A. Please provide information about current and future funding targets, adding more rows if needed.

Current Funding Targets (i.e. those targeted to be acquired with requested funding, and shown in red on the map described in Section 6)

Parcel Number	Acreage	Zoning	Assessed Value ¹	Property Interest Sought (fee, easement, or TBD)?
7849200025 (Crabb)	0.19	Open Space	\$362,000	Fee
7850200060 (Ennis)	0.36	Open Space	\$386,000	Fee
7849200060 (Huang)	0.27	Open Space	\$353,000	Fee
7849200064 (Isola)	0.19	Open Space	\$273,000	Fee

Future Funding Targets (i.e. those shown in yellow on the map described in Section 6)

- Please list the parcel numbers here (no additional information needed):

7849200055 (Bates)	7849200450 (Roth)	5417600210 (Eighty Fifty LLC)
7849200041 (O'Reilly)	7849200455 (Hailstone)	5417600215 (Swenson)
7849200040 (Blaney & Davis)	7849200460 (Fooks)	5417600225 (Thompson)
7849200425 (Warren)	5417600175 (Saturay)	

B. Please describe intended future use of the property.

The site is planned for passive open space uses; in the future, acquired properties will undergo restoration and passivedevelopment of a Riverwalk Trail.

C. Please identify if there are parts of the site you intend to use for non-CFT-eligible activities (e.g. more intensive recreational uses, or retaining a structure on a fee purchase²). What funding source do you plan to use to purchase the non-CFT eligible portion of the site?

The site will be for passive recreation only; the whole site will be used for CFT-eligible activities.

Note: Demolitions themselves are not CFT-eligible, but the City has \$58,000 King County Flood Control District Sub-regional Opportunity Funds approved for demolitions, with the opportunity to reserve more. These funds are not listed in the project budget or claimed as match.

¹King County [iMAP](#) is a good source of information. If property is enrolled in Current Use Taxation for Forestry, the Assessor's Office may not provide an assessed value or acreage for the parcels; feel free to note if that is the case.

²Generally, a structure may be retained on CFT-funded fee purchase only if used for maintenance and counted within the 15% limit on impervious surfaces. A structure that is to be kept on site and used for maintenance or a non-compliant use should not be purchased with CFT funding, nor does the funding for the structure purchase count as match.

5. PROJECT BUDGET

1) TOTAL CFT APPLICATION AMOUNT ^a	CFT: \$765,500
2) TOTAL KC PL APPLICATION AMOUNT ^b	KC PL:

^aAllowable CFT acquisition costs (K.C.C. 26.12.010.G): The disbursement of funds shall be made only for capital project expenditures that include costs of acquiring real property, including interests in real property, and the following costs: the cost of related relocation of eligible occupants, cost of appraisal, cost of appraisal review, costs of title insurance, closing costs, pro rata real estate taxes, recording fees, compensating tax, hazardous waste substances reports, directly related staff costs and related legal and administrative costs, but shall not include the cost of preparing applications for conservation futures funds.

^bKing County projects only, if requesting county share of King County Parks Levy.

Estimation of property value:

Briefly note how land values have been estimated (i.e., appraisal, property tax assessment, asking price, letter of value or other means).

Property parcel values are based on listed 2017 King County Assessment values plus a 25% market factor; previous answers under 4.A list only the assessment value. The King County acquisitions unit estimates a 20% to 30% market increase over assessed valued in appraisals. Acquisitions in this reach have followed this trend.

PROJECT COSTS	ESTIMATED DOLLAR AMOUNT OR RANGE
Total property interest value	\$1,717,500
Title and appraisal work	\$16,000 (4 appraisals at \$4,000 each)
Closing, fees, taxes	\$16,000 (4 closing/fees at \$4,000 each)
Relocation	\$22,000 (2 relocations, at \$11,000 each)
Hazardous waste reports	\$14,500 (4 reports at \$3,500 each)
Directly related staff, administration and legal costs	\$28,000 (4 acquisition staff time, \$7,000 each)
Total Project Costs	\$1,813,500

Funding Table: (Section Revised in 2018)

CFT can only provide a maximum of 50% of anticipated project costs. Please document the sources of match that you have received, or intend to seek, towards the target properties.

CFT FUNDING	Date Funding Secured	Dollar Amount
CFT Funds Requested	N/A	
Past CFT Available (i.e. funds remaining from past awards, to be spent on current target parcels)	2016	\$98,000
MATCH FUNDING IN HAND	Date Funding Secured	Dollar Amount
Sources/Status:		
King County Flood Control Zone District	Committed as of 5/23/12	\$450,000 (\$150,000 for 3 parcels, Committed)
MATCH FUNDING STILL SOUGHT	Date Funding Anticipated	Dollar Amount
Sources/Status:		
Ecology, Floodplains by Design(FBD)/Applied	07/2019	\$500,000

Note: This project is scalable, so that some parcels may not be pursued should FBD go un-awarded. Project match has also been reach-wide; the reach will have excess match following completion of the 2018 FEMA applications, which will add \$600,000 match in excess of existing projected CFT expenditures.

5. ATTACHED MAPS

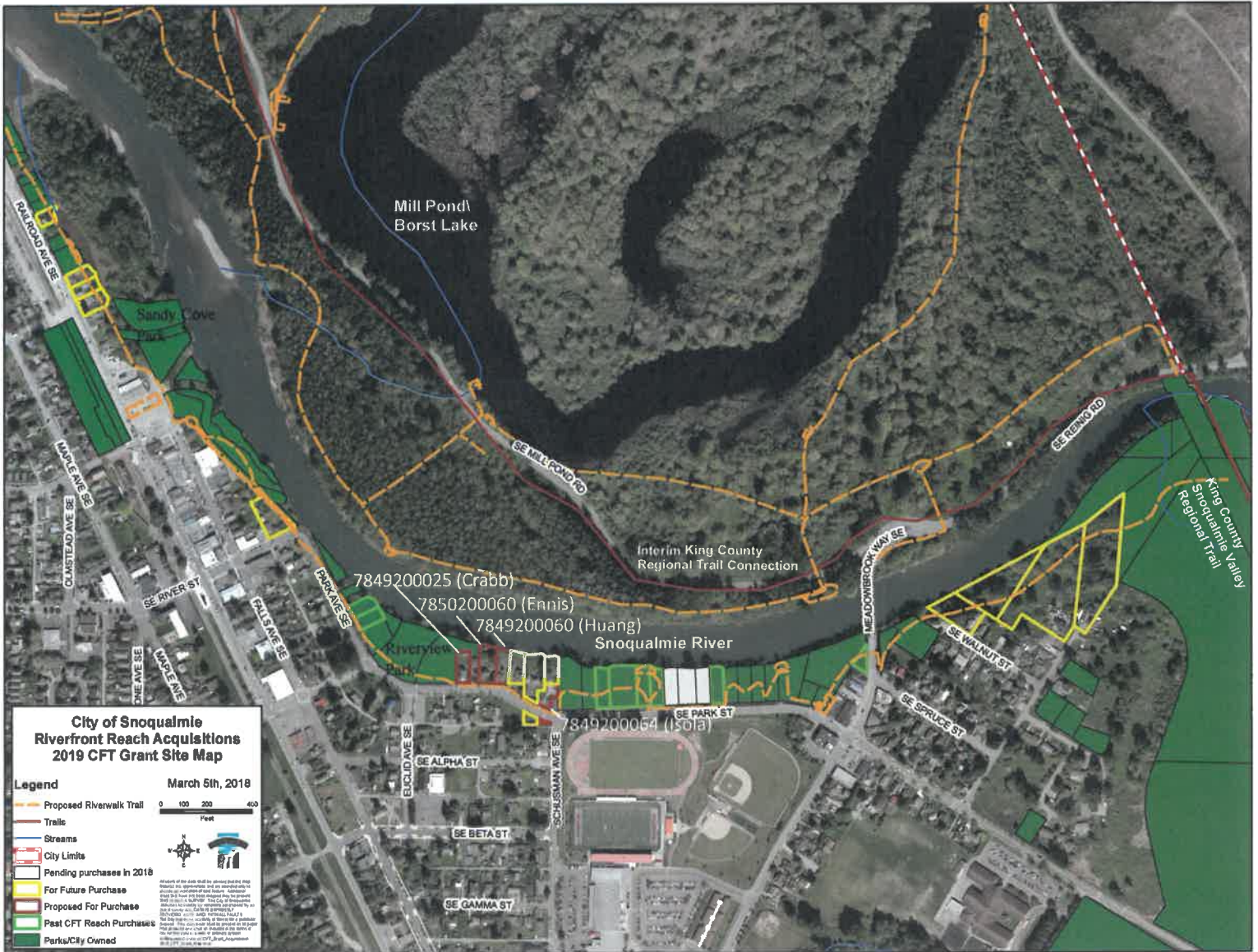
Two maps are required: 1) Site Map and 2) Location Map. You may also submit one additional attachment (e.g. site photo). Maps printed on 8 ½ x 11" paper are preferred, but 11 x 17" paper is acceptable if folded, three-hole-punched, and stapled with your application.

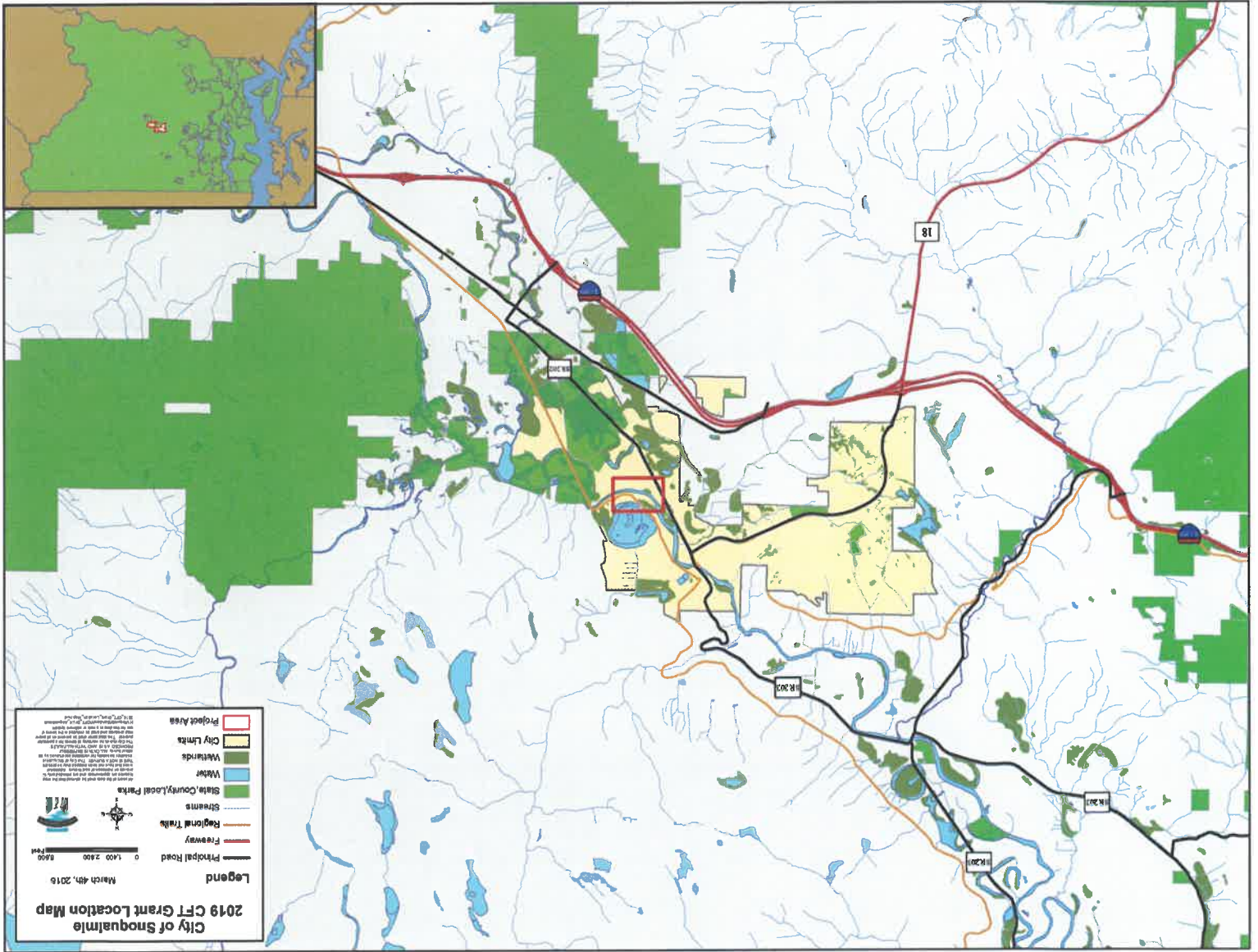
Site Map Guidance:

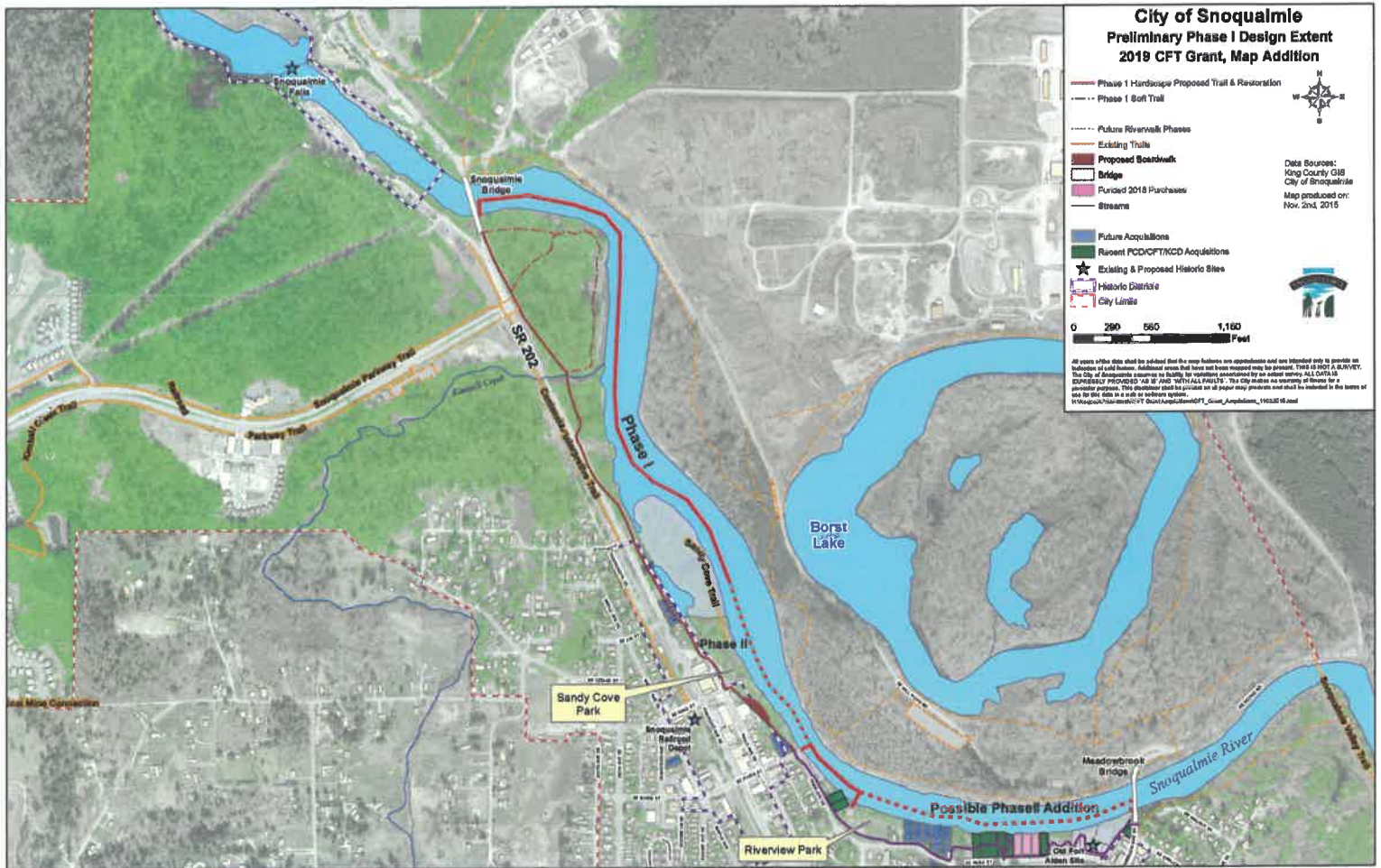
- Preferred colors/shading:
 - RED OUTLINE: Current funding targets in project scope. Please label parcel numbers on targets. Additionally, add a stripe or cross-hatch pattern to identify parcels where you know you will seek only an easement.
 - YELLOW OUTLINE: Future funding targets (not for current funding request).
 - GREEN OR DISTINCT SHADING: Existing nearby public open spaces. Please label park names or ownership.
- Show and label major watercourses such as creeks, rivers, lakes, or wetlands.
- Show and label roads.
- Show location of any proposed site development (e.g. parking, trails, or other facilities) or proposed site restoration.
- Use aerial photo base layer.

Location Map Guidance:

- Other permanently protected open spaces (private, non-profit, institutional, etc.) shown in green or distinct shading;
- Show major water courses such as creeks, rivers, lakes, or wetlands;
- Show major roads, arterial roads, or regional trails.
- Show city boundaries and/or urban growth boundary.
- Map scale: This map should show approximately a five-mile radius around the proposed acquisition(s).







Atty Client Priv.



From: Emily Arteche <EARteche@snoqualmiewa.gov>

Sent: Wednesday, March 22, 2023 2:58 PM

To: Cindy Coakley <cindycoakley@windermere.com>

Subject: I39194 SE Park property

Hi Cindy,

Thank you for discussing the above-mentioned property for sale. The City is very much interested in making an offer to purchase the property at a value that reflects the appraised value. The attached Washington General Certified Appraisal from Kidder Mathews describes in detail the current illegal, non-conformances of the existing improvements. The existing improvements are not legal due to their location on the public right of way. The subject improvements are mostly wood frame, built in 1940. There is a newer masonry façade along the Park Street face. The building will need to be removed. The property is zoned Open Space, with permitted uses that are intended for formal and active park uses, as well as other recreational.

The cost of removal of the structure would be borne by the property owner and must be deducted from the value of the property. The appraisal report states that the

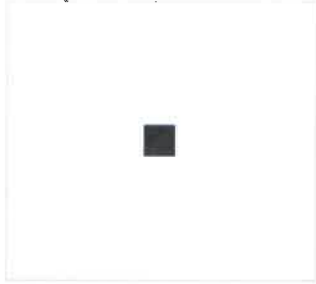
demolition costs for the 1,990 sq ft building will be \$2.82 per sq ft, or a total of \$5,611. Deducting demolition cost of \$5,611 from the appraiser's value opinion of \$5,400 results in a net value of negative \$212, rounded to \$0. It is opinion of the appraiser that the property has a nominal fee simple market value of \$1,000 as of December 2, 2014. In consideration of this information, the City would like to prepare a Purchase and Sale agreement for consideration.

Emily Arteche, AICP | Community Development Director

425-888-8007 | www.snoqualmiewa.gov

38624 SE River St.

Snoqualmie, WA 98065





City Clerk

City of Snoqualmie
P.O. Box 987, Snoqualmie, Washington 98065
www.snoqualmiewa.gov
(425) 888-1555 Ext. 1123

February 10, 2025

Dean Williams
Johns Monroe Mitsunaga Kolouskova, PLLC
11201 SE 8th St, Suite 120
Bellevue, WA 98004

Re: 39194 SE Park Street, Snoqualmie, WA, Tax Parcel Number 7849200064

Dear Mr. Williams,

I am in receipt of your January 31, 2025, Petition for Vacation of Right of Way, Tax Parcel Number 7849200064. Please provide a title report and any other supporting documentation showing your client NWBF, LLC is the owner of an interest in the real estate abutting the street NWBF, LLC seeks to vacate. This information should be sent to my attention as Deputy City Clerk pursuant to RCW 35.79.010.

Thank you,

Gretchen G. Garrett
Deputy City Clerk
City of Snoqualmie
(425) 505-3930 (cell)
ggarrett@snoqualmiewa.gov

JohnsMonroe MitsunagaKoloušková P L L C

Darrell S. Mitsunaga
Duana T. Koloušková
Vicki E. Orrico
Patricia M. Army
Dean Williams
Peter Durland

Via Messenger Delivery

City of Snoqualmie
City Council
38624 SE River Street
Snoqualmie, WA 98065

February 13, 2025

Re: Supplemental Materials: **Petition for Vacation of Right of Way, Tax Parcel Number
7849200064**

Dear City Clerk:

Please see attached materials requested by your letter.

Sincerely,



Dean Williams
Direct Tel: (425) 467-9967
Email: williams@jmmklaw.com

Reviewed and Approved by:

/s/Stephen DeShazo

Stephen DeShazo
In-House Counsel
steve.deshazo@isolahomes.com
7525 SE 24th St., Ste. 487
Mercer Island, WA 98040



SOS

Office of the Secretary of State
Corporations & Charities Division

Limited Liability Company

See attached detailed instructions

☐ Filing Fee \$30.00

☒ Filing Fee with Expedited Service \$80.00

02/16/16 3108739-

001

\$80.00 K

FILED: 3180938

SECRETARY OF STATE

February 16, 2016

STATE OF WASHINGTON

UBI Number: 602873258

CERTIFICATE OF AMENDMENT

Chapter 23.95 RCW

SECTION 1

NAME OF LIMITED LIABILITY COMPANY (LLC): (as currently recorded with the Office of the Secretary of State)

ISOLA FINANCIAL, LLC

SECTION 2

AMENDMENTS TO CERTIFICATE: (if necessary, attach additional information. If changing the name it must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC. If the designation is omitted, it will default to LLC when processed)

Change name to: NWBF, LLC

SECTION 3

EFFECTIVE DATE OF AMENDMENTS TO CERTIFICATE: (please check one of the following)

☒ Upon filing by the Secretary of State

☐ Specific Date: _____ (Specified effective date must be within 90 days AFTER the Amended Certificate has been filed by the Office of the Secretary of State)

SECTION 4

EXECUTOR INFORMATION (see instructions page)

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

x

Matthew J. LePage, Member

Feb. 8, 2016

(206) 582-7900

Signature

Printed Name/Title

Date

Phone

ORDER NO. : 5226020003

EXHIBIT A

The land referred to is situated in the County of King, City of Snoqualmie, State of Washington, and is described as follows:

Lot 1, Block 4 of [SNOQUALMIE FALLS](#), according to the plat thereof recorded, in Volume 6 of Plats, page 51, records of King County, Washington.

TOGETHER WITH that portion of vacated Park Street lying between Lot 1 in Block 3 and Lot 1 in Block 4 of [SNOQUALMIE FALLS](#), according to the plat thereof, recorded in Volume 6 of Plats, on page 51, records of King County, as vacated by Ordinance No. 194 and recorded under Recording No. [4279610](#);

EXCEPT the West half of the North half thereof.

ALSO EXCEPT that portion of Lot 4, Block 1 for Park Street as located.

SITUATE in the County of King, State of Washington.

ABBREVIATED LEGAL

Portion of Lot 1, Block 4 of [SNOQUALMIE FALLS](#)

Tax Account No. 784920-0064-09



OLD REPUBLIC TITLE, Ltd.

601 Union Street, Suite 1501
Seattle, WA 98101
(206) 441-1955 Fax: (206) 374-2416

2nd Report

Attached Commitment Issued for the sole use of:

ISOLA HOMES
7525 SE 24th Street Suite 487
Mercer Island, WA 98040

Our Order Number 5226020003-PA

Customer Reference ISOLA HOMES

When Replying Please Contact:

Commercial Title Officers
commercial.washington@ortc.com
(206) 441-1955
(206) 441-1955

Property Address:

39194 Southeast Park Street, Snoqualmie, WA 98065

See Attached Commitment to Insure



ALTA COMMITMENT FOR TITLE INSURANCE

Item 1.

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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


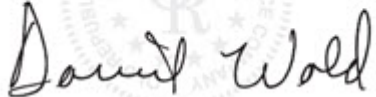
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:
Old Republic Title, Ltd.
19020 33rd Avenue W., Suite 360
Lynnwood, WA 98036

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111
www.oldrepublictitle.com

Authorized Officer or Agent

By  President
Attest  Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance Issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance Issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE A

COMMITMENT

1. Commitment Date: February 5, 2025, at 8:00 AM
2nd Report
2. Policy or Policies to be issued:

ALTA Owner's Policy of Title Insurance - 2021
Amount: Amount to come.
Rate: General Schedule
Note: Standard Coverage
Proposed Insured: Purchaser for value from the vested owner herein
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

ISOLA FINANCIAL, LLC, a Washington limited liability company, NOW KNOWN AS NWBF, LLC, a Washington limited liability company
5. The Land is described as follows:

See Legal Description Exhibit.

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SCHEDULE B – PART I

COMMITMENT

REQUIREMENTS

All of the following Requirements must be met:

- A.** The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 - B.** Pay the agreed amount for the estate or interest to be insured.
 - C.** Pay the premiums, fees, and charges for the Policy to the Company.
 - D.** Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 1. Release(s) or Reconveyance(s) of appropriate items.
 - 2. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the completed Power of Attorney form should be submitted for review prior to closing.
 - 3. The following requirements must be satisfied with respect to ISOLA Financial, LLC, a Washington Limited Liability Company:
 - 1. A Copy of the Limited Liability Agreement and any amendments thereto must be submitted for our review.
 - 2. Proof that the Certificate of Formation has been filed with the Washington State Secretary of State's Office in accordance with statute and that the LLC is in good standing.
 - 3. All members must sign any conveyance or mortgage document unless the Agreement gives specific authority to one or more members to sign.
 - 4. The requirement that this company be provided with a suitable Owner's Declaration from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

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5. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.

6. The requirement that this Company be provided with an opportunity to inspect the land. The Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection.
7. Title is to vest in persons not yet revealed, and when so vested will be subject to matters disclosed by a search of the records against their names.

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SCHEDULE B – PART II

COMMITMENT

EXCEPTIONS FROM COVERAGE

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

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

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
8. Any private easements/rights in favor of the owners of other lots within the subdivision, which the herein described property is a part of, lying within the former lines of Vacated Park Street.

Ordinance No. 194 recorded [in Official Records under Recording Number 4279610](#).

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	Town of Snoqualmie
For	:	A drainage tile
Recorded	:	September 1, 1961 in Official Records under Recording Number 5325050
Affects	:	Easterly portion of premises

10. Terms and provisions as contained in an instrument,

Entitled	:	Waiver and Covenant Not to Sue
Executed By	:	Cary LeSarge and Jeanne LeSarge
Dated	:	March 13, 1985
Recorded	:	March 14, 1985 in Official Records under Recording Number 8503140423

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11. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on the plat of a survey made by Gary L. Van Ness, on December 22, 1997, designated Job No. HENS737, as follows:

A) Encroachment of 1 story frame building unto Schusman Avenue right of way and Park Street right of way

B) Dirt and Gravel Road as located

And recorded December 31, 1997 in Official Records under Recording Number 9712319001.

12. Lien of Real Estate Excise Sale Tax upon any sale of said premises, as established by the Washington State Department of Revenue.

Confirm the current rate by contacting the following prior to closing:

Name of Agency : King County Records and Election Division, Excise Tax Department
Telephone Number : (206) 477-6620

13. 2025 Taxes, a lien, not yet due and payable.

Tax Account No. 784920-0064-09

14. DELINQUENT GENERAL TAXES, PLUS INTEREST AND PENALTY AFTER DELINQUENCY; 1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1:

For year : 2024
Amount Billed : \$5,481.47
Amount Paid : \$2,740.74
Tax Account No. : 784920-0064-09
Levy Code : 2277

Assessed Valuation

Land : \$152,000.00
Improvement : \$392,000.00

15. Any unrecorded and subsisting leases.

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----- Informational Notes -----

A. **NOTICE: FinCEN COMPLIANCE**

Closing the residential purchase and/or issuing title insurance contemplated by this ALTA Commitment report may be subject to compliance with the recently issued Confidential Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN). The GTO requires Old Republic National Title Insurance Company to report information about certain transactions involving residential property.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. FinCEN prohibits Old Republic from disclosing the specific terms of the GTO. You may wish to contact the FinCEN Resource Center directly at (800) 767-2825 for more information.

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.

B. This company finds no open Deeds of Trust or other Mortgages of public record. Please advise your Title Agent or Escrow Personnel if this information is incorrect.

C. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 36 months prior to the date hereof except as follows:

NONE

NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument	
Entitled	: Trustee's Deed
By/From	: Gary O. Olson
To	: Isola Financial, LLC, a Washington limited liability company
Dated	: June 19, 2012
Recorded	: June 19, 2012 in Official Records under Recording Number 20120619001095

D. Short Term Rate ("STR") does not apply.

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- E. NOTE: This report covers land which was identified by street address and/or tax parcel number(s) – assessor's parcel number(s) when the order was opened.
- F. If you would like the Company to act as Trustee in a proposed Deed of Trust, please note that Old Republic Title, Ltd. may act as Trustee of a Deed of Trust under RCW 61.24.010(1).
- G. All documents must meet the margin and legibility requirements as set forth by the Washington State Legislature under RCW 38-18-010 and RCW 65-04-015. If your documents fail to meet these requirements the County may reject them for recording, which could delay your closing.

Documents for King, Snohomish and Pierce Counties should be delivered to our Lynnwood office at 19020 33rd Ave W #360, Lynnwood WA 98036.

LAST RELEASE TIMES:

<u>E-RECORDING:</u>	<u>REGULAR RECORDING:</u>
King County: Non-Excise Only, 3:25 p.m.	2:25 p.m.
Pierce County: Both Excise and Non-Excise 3:25 p.m.	n/a
Snohomish County: Both Excise and Non-Excise	
3:25 p.m. Monday through Thursday	2:25 p.m.
2:55 p.m. Friday	1:55 p.m.

Transactions that include the payment of excise tax must include the excise tax check payable to Old Republic Title, Ltd.

Please allow sufficient time for your documents to be reviewed and processed. Our last run to King County leaves at 1:40 p.m. Monday through Friday.

- H. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service Area on or after February 1, 1990.

For further information please contact the King County Wastewater Treatment Division at: (206)-296-1450.

cm/MO

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- I. NOTE: The ALTA 22 (CLTA 116) may describe the improvements as a Single Family Residence known as 39194 Southeast Park Street, Snoqualmie, WA 98065.

KSS/MO

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ORDER NO. : 5226020003

LEGAL DESCRIPTION EXHIBIT

The land referred to is situated in the County of King, City of Snoqualmie, State of Washington, and is described as follows:

Lot 1, Block 4 of [SNOQUALMIE FALLS](#), according to the plat thereof recorded, in Volume 6 of Plats, page 51, records of King County, Washington.

TOGETHER WITH that portion of vacated Park Street lying between Lot 1 in Block 3 and Lot 1 in Block 4 of [SNOQUALMIE FALLS](#), according to the plat thereof, recorded in Volume 6 of Plats, on page 51, records of King County, as vacated by Ordinance No. 194 and recorded under Recording No. [4279610](#);

EXCEPT the West half of the North half thereof.

ALSO EXCEPT that portion of Lot 4, Block 1 for Park Street as located.

SITUATE in the County of King, State of Washington.

ABBREVIATED LEGAL

Portion of Lot 1, Block 4 of [SNOQUALMIE FALLS](#)

Tax Account No. 784920-0064-09

Exhibit I

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY OF TITLE INSURANCE – 2021**

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

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

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

 OLD REPUBLIC TITLE	
FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

	Go to www.oldrepublictitle.com (Contact Us)
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Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Old Republic Title doesn't jointly market.

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		





City Clerk

Gretchen Garrett
38624 SE River Street | P.O. Box 987
Snoqualmie, Washington 98065
(425) 888-1555 Ext. 1123 | www.snoqualmiewa.gov

February 24, 2025

Dean Williams
Johns Monroe Mitsunaga Kolouskova, PLLC
11201 SE 8th St, Suite 120
Bellevue, WA 98004

RE: Petition for Vacation of Right of Way

Dear Mr. Williams,

Thank you for providing the information verifying that NWBF, LLC owns tax parcel number 7849200064. RCW 35.79.010, requires that the petition be signed by the "owners of more than two-thirds of the property abutting upon the part of such street ... sought to be vacated." Using the legal description of the area sought to be vacated provided in the Petition for Vacation, the "more than two-thirds" minimum owner participation has not been met. For this reason, the hearing on the Petition to Vacate will not be scheduled.

Thank you,

Gretchen G. Garrett
Deputy City Clerk
City of Snoqualmie
(425) 505-3930 (cell)
ggarrett@snoqualmiewa.gov

Johns Monroe Mitsunaga Koloušková PLLC

Darrell S. Mitsunaga
Duana T. Koloušková
Vicki E. Orrico
Patricia M. Army
Dean Williams
Peter Durland

Via Email

City of Snoqualmie
City Council
38624 SE River Street
Snoqualmie, WA 98065

March 4, 2025

Re: Supplemental Materials: **Petition for Vacation of Right of Way, Tax Parcel Number 7849200064**

Dear City Clerk:

We write in response to the City's February 24, 2025 letter refusing to schedule a hearing on our Petition for Vacation. The City is under the mistaken belief that NWBF has not satisfied the two-thirds ownership requirement. Since the City Attorney is clearly involved in evaluating NWBF's petition, we also feel the time is warranted to express the reasons why NWBF also believes that a vacation is a foregone conclusion.

Two-Thirds Requirement: The relevant provision states: "if the petition is signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated." RCW 35.79.010. Since the City has not explained its decision, NWBF can only presume the City is referring to its own, abutting ownership, of the property east of the platted Schusman Avenue. Reliance on this ownership is a mistake.

NWBF is the only property owner abutting the land it seeks to vacate, other than the City of Snoqualmie itself. And, simply put, the City's ownership does not count towards the two-thirds calculation. This question was resolved in *Ponischil v. Hoquiam Sash & Door Co.*, 41 Wash. 303, 305, 83 P. 316 (1906). In this case, parties challenged whether the two-thirds requirement had been met. The Court concluded: "The petition was signed by the owners of all private property actually abutting upon the portion of said street sought to be vacated, and was therefore sufficient, under the requirements of section 1 of said act." *Id.* The two-thirds requirement does not take into account publicly owned property. This interpretation was repeated in *Smith v. City of Centralia*, 55 Wash. 573, 576, 104 P. 797 (1909) ("more than two-thirds of the private property").

This only makes sense, given that the very public entity from which a property owner seeks vacation cannot be expected to create such a glaring conflict of interest in such a proceeding by signing the petition themselves. Additionally, if the statute were to be interpreted to include public property, then the rights of way abutting the area sought to be vacated would also count towards the two-thirds requirement. Clearly, this is not the case. As NWBF is the *only* property owner abutting the relevant right of way whose signature matters, the petition is signed by 100% of the relevant owners.

There are also two areas in question, Schusman Avenue and Park Street. Since the City has chosen not to explain its reasoning, NWBF does not know whether the City is objecting to one or the other.

Clearly, when it comes to Park Street abutting the property, NWBF is the only possible owner. If the City insists on this position, NWBF will simply bifurcate its petition, giving the City no choice but to proceed with at least part of its request. However, as we have already explained, NWBF believes that the King County Assessor's records are in error regarding Park Street, and no ordinance has been discovered even dedicating the relevant area to the City. Thus, we're simply asking the City to accept the facts and make this official, for the public record.

Title to the Area of Schusman Avenue Already Lies with NWBF: We intended to raise this at the hearing, having filed the petition with the best of intentions to pay the City for the value of the area in settlement of a dispute of the City's own making. However, since the City is apparently taking an unnecessarily adverse position towards NWBF's petition, there is no reason to wait.

The area of Schusman Avenue automatically vacated and vested in NWBF's predecessors in 1895 under the non-user statute. The Non-User Statute, originally passed by the state legislature in 1890, and now codified at RCW 36.87.090, provides:

Any county road, or part thereof, which remains unopen for public use for a period of five years after the order is made or authority granted for opening it, shall be thereby vacated, and the authority for building it barred by lapse of time...

Although the Non-User Statute only operates to vacate county roads, roads within city limits may still be eligible for the statutory vacation if the land was annexed to a city after the relevant 5-year period of non-use. Here, Schusman Avenue was dedicated by plat in 1890, and since the Town of Snoqualmie was not incorporated until 1903, the relevant area automatically vested in NWBF's predecessors by 1895. Very likely, the parties knew this when they constructed a building in 1940. If the City does not process NWBF's petition and formalize a vacation, NWBF will file suit for quiet title.

NWBF chose this less contentious path in the hopes of explaining this situation to City Council on mutually beneficial terms. NWBF would be willing to pay the value of the land in exchange for the City recognizing that these rights have already vested with regard to Schusman Avenue. NWBF was inspired to pursue this path by an extraordinarily relevant Code from the City of Snohomish.

Although the nonuser statute applies without regard to the City's street vacation process under Ch. 35.79 RCW, property owners who abut a street vacated under the nonuser statute may nonetheless apply to the City to "formally" vacate the street by ordinance. Abutting property owners may use this method to clear title to right-of-way vacated under the nonuser statute rather than filing a quiet title action in Superior Court, which can be more costly and cumbersome than the street vacation ordinance process. Accordingly, the City will consider petitions to formally vacate streets or alleys that have been vacated by operation of the nonuser statute, if said streets or alleys were dedicated and unopened as county roads for five years prior to the 1909 proviso and if the City has not acquired said streets or alleys by prescription /adverse possession, purchase, eminent domain, or other means. The burden shall be on the property owner requesting vacation to provide all necessary title and historical information to the City to demonstrate that the nonuser statute operates to vacate the subject property.

City of Snoqualmie

March 4, 2025

P a g e | 3

Item 1.

Snohomish Municipal Code 12.48.050(D). This Code is an eminently reasonable way to resolve the present situation. However, if the City prefers the more onerous procedure of litigation, NWBF will have no choice.

We respectfully request the City reconsider its unwarranted refusal to schedule a hearing for NWBF's petition.

Sincerely,



Dean Williams

Direct Tel: (425) 467-9967

Email: williams@jmmklaw.com

Reviewed and Approved by:

/s/Stephen DeShazo

Stephen DeShazo

In-House Counsel

steve.deshazo@isolahomes.com

7525 SE 24th St., Ste. 487

Mercer Island, WA 98040

Johns Monroe Mitsunaga Koloušková PLLC

Darrell S. Mitsunaga
Duana T. Koloušková
Vicki E. Orrico
Patricia M. Army
Dean Williams
Peter Durland

Via Email

City of Snoqualmie
City Council
38624 SE River Street
Snoqualmie, WA 98065

April 7, 2025

Re: Additional Materials: **Petition for Vacation of Right of Way, Tax Parcel Number 7849200064**

Dear City Clerk:

We thank you for the opportunity to present our case at the upcoming hearing. As you have already been informed, NWBF's position is that we have title to the relevant area we are requesting a vacation of already. This memo clarifies and supplements our position. We presume that the materials we have already provided will be part of the package given to City Council ahead of the hearing, including the Petition, exhibits thereto, and supplemental materials provided to the City Clerk.

Park Street. No further rights or vacation is necessary regarding Park Street. Since our Petition to the City, we received additional information confirming that King County considers the 1919 survey of Park Street to be the official survey. *See Att. Hearing Exh. A* (with links). Hence, the 1997 survey is wrong, the actual location of Park Street is further south, and the home does not encroach on Park Street. *See Petition Att. C*. The surveyor from 1997 could not find a legal description for Park Street, and so it is noted on the survey that they relied on the mapping from the King County Assessor's office. *See Petition Att. B* ("No information could be recovered for the curve data of Park Avenue going through lots 1 and 2 in block 4; the curve data was developed from the record information as shown on tax assessor's . . ."). As we know, the King County Assessor's mapping is not always perfect, which is why surveyors prefer to rely on legal descriptions and other data. However, the King County Roads Services Division maintains maps for public roads, and that is where the 1919 survey on the actual location of Park Street we found comes from. *See Att. Hearing Exh. A*. This survey was attached to our Petition as Attachment C.

As you can see, when compared with the 1997 survey, the actual location of the road is further south, which avoids orphaning a portion of the subject parcel south of Park Street. *Compare Petition Att. B and C*. It also aligns with the actual location of Park Street, south of improvements maintained by the owners of parcels on the north side. *See Att. Hearing Exh. D*. We've contacted the King County Assessor's office so they can update their mapping based on this survey. As a result of this discovery, we no longer require the City Council to formalize a vacation of Park Street in this area. However, as already noted, we have been unable to locate any record of dedication for Park Street to King County or to the City. While the relevant period of adverse possession by the public has certainly run, that would only apply to the area that has actually been used. As part of this process, NWBF is happy to execute a formal dedication for Park Street as

shown on the 1919 survey to perfect the City's records. We agree to the City Council making this a condition of the vacation approval for Schusman Avenue.

Schusman Avenue. The City Council has authority to vest title to this area in the petitioner, regardless of any arguments we may make, and given the century-plus history, we believe that doing so is right and just. Doing so is also in the public interest because it sets a precedent that, in lieu of litigating the lawfulness of decades old structures, the City is willing to honor its tradition and history. The only public purpose necessary to approve this petition is that, honor and tradition. NWBF is also offering to formalize the dedication of Park Street, including areas that are yet unused by the City, and hence, there are additional public benefits being offered.

Pursuant to Chapter 35.79 RCW, the City Council has authority to vacate public rights of way. *See London v. City of Seattle*, 93 Wn.2d 657, 661, 611 P.2d 781 (1980) ("A city may vacate a public street and extinguish the public easement therein by following the procedures set forth in RCW 35.79."). NWBF has demonstrated compliance with sufficiency of the Petition under RCW 35.79.010 in its prior submittals. Vacation of a street must be based on some element of public use. *London*, 93 Wn.2d at 661 (citation omitted). "The legislative body is the proper entity to weigh public benefit." *Id.* There is a presumption that such an ordinance is enacted for a public purpose. *Id.* Here, the public benefit or use is met by, (1) the need to recognize the injustice of requiring demolition of a 100+ year-old structure, (2) the avoidance of costly litigation, and (3) obtaining the dedication of Park Street as a condition of approval, should additional improvements or expansion of the same be required in the future.

With regard to compensation, the City Council's authority to require compensation is permissive. *Greater Harbor 2000 v. City of Seattle*, 132 Wn.2d 267, 282, 937 P.2d 1082 (1997). NWBF is offering to pay the value of the vacated right of way as a condition of approval, even though NWBF's position is that it already owns the relevant area. However, should the City Council believe that it is just and proper, the City Council does not have to require this compensation. Additionally, given the offer of dedicating additional Park Street right of way that the City has no record title to, this can be deemed appropriate compensation.

As Council is aware, NWBF has made the case that title to the respective area is already vested in NWBF, LLC by way of the Ballinger Code, and specifically, what is referred to as the non-user statute. While proving a negative is always difficult, particularly when so far removed in time, we believe we have ample evidence that the area in question was not opened as a public right of way during the relevant period.

First and foremost, the City permitted a building to be constructed over the right of way in 1938. *See Att. Hearing Exh. B. and B.1.* This is itself evidence that the City did not believe the Schusman Avenue right of way belonged to the City at that time. It took over 80 years for someone at the City to claim otherwise.

The Non-User Statute, originally passed by the state legislature in 1890, and now codified at RCW 36.87.090, provides:

Any county road, or part thereof, which remains unopen for public use for a period of five years after the order is made or authority granted for opening it, shall be thereby vacated, and the authority for building it barred by lapse of time...

The Code was later amended in 1909 to exclude platted rights of way, but the Courts determined this could not be applied retroactively to areas that had already been vested in abutting property owners. *See Leonard v. Pierce Cnty.*, 116 Wn. App. 60, 65, 65 P.3d 28 (2003). Although the Non-User Statute only operates to vacate county roads, roads within city limits may still be eligible for the statutory vacation if the land was annexed to a city after the relevant 5-year period of non-use. Here, Schusman Avenue was dedicated by plat in 1890, and since the Town of Snoqualmie was not incorporated until 1903, the relevant area automatically vested in NWBF's predecessors by 1895.

About 130 years have passed since Schusman Avenue would have been vacated by the non-user statute. And while courts have consistently held that the burden of demonstrating that a street remained unopened for the statutory period (during the requisite timeframe) rests on the proponent of the claim, NWBF has such proof, in addition to the City allowing a building to be constructed on the parcel in 1938. *See Brokaw v. Town of Stanwood*, 79 Wash. 322, 325–26, 140 P. 358 (1914); *John Robinett Pension Plan & Tr. v. City of Snohomish*, 76214-1-I, 2018 WL 418907, at *3 (Wash. Ct. App. Jan. 16, 2018).

We have scoured the available records and found a photo of the relevant building from 1940. *See Att. Hearing Exh B*. This photo clearly shows the building that today is the existing single-family home on the property. *Att. Hearing Exh. B.1*. There are trees immediately behind the building. Our consulting arborist avers that these trees are at least 40-60 years old, and hence, they germinated between 1880 and 1900. *See Att. Hearing Exh C*. Given this, there is a preponderance of evidence to support the argument that there was not a public right of way through this property, along the platted Schusman Avenue, between 1889 and 1895, since these trees would have interfered with such a road, which means that the area automatically vacated to the property owner. Undoubtedly, this is why the City allowed the property owner to build the structure in 1938. While not dispositive, there is also no evidence to the contrary, no evidence to suggest that the relevant area was cleared and used for public travel before the construction of the home in 1938.

We respectfully request the City Council approve the vacation of Schusman Avenue, abutting the relevant parcel as describe in the Petition. We welcome a condition requiring the dedication of Park Street as a part of this vacation.

Sincerely,



Dean Williams

Direct Tel: (425) 467-9967

Email: williams@jmmklaw.com

Reviewed and Approved by:

/s/Stephen DeShazo

Stephen DeShazo
In-House Counsel

City of Snoqualmie

April 7, 2025

P a g e | 4

Item 1.

steve.deshazo@isolahomes.com

7525 SE 24th St., Ste. 487

Mercer Island, WA 98040

Hearing Exhibit A

From: [Bill Moffet](#)
To: [Dean Williams](#)
Subject: Fw: Information from the King County Roads Map and Record Center
Date: Thursday, April 3, 2025 2:50:12 PM
Attachments: [image002.png](#)

----- Forwarded Message -----

From: Jones, Jess (She/Her) <jjones@kingcounty.gov>
To: b.moffet <b.moffet@yahoo.com>
Sent: Thursday, April 3, 2025 at 02:36:33 PM PDT
Subject: Information from the King County Roads Map and Record Center

Hello Bill,

Thank you for your calls inquiring on any available records related to Park Ave in Snoqualmie. I have searched the [King County Road Services' Map Vault](#) and pasted the relevant results below. (You'll see the survey you located is listed last.) You can click to download a PDF version of the records.

Please note that these records are maintained by the King County Road Services Division's Map and Record Center as the office of record for the King County Road Engineer pursuant to RCW 36.80.

Showing result 1-9 of 9

Results per page 10 25 50

Project/map name ↑	Map number	Roads	Map year	Survey number	S-T-R
MAP OF THE TOWN OF SNOQUALMIE IN 1929	31-54	BRUCE ST RAILROAD BLVD MAPLE AVE FIR ST CEDAR ST KING ST RIVER ST SILVA ST OLMSTEAD ST DOONE ST FALLS AVE PARK AVE NEWTON ST ALPHA ST EUCLID AVE BETTA ST GAMMA ST DELTA ST	1929	n/a	
OFFICIAL ROUTE OF STATE HIGHWAY THROUGH SNOQUALMIE	31-54	MAPLE AVE KING ST RIVER ST SILVA ST OLMSTEAD ST PARK ST NEWTON ST FIR ST FALLS AVE GAMMA ST DOONE ST DELTA ST BETTA ST BRUCE ST ALPHA ST	1929	n/a	30 24 8 31 24 8 32 24 8
PLAT OF THE MAPLES ON THE SNOQUALMIE	22-3	ORCHARD DR MEADOW DR PARK DR MAPLE DR RIVER DR	1949	n/a	9 23 8 10 23 8 16 23 8

REPLAT OF THOSE RESERVES IN THE PLAT OF SNOQUALMIE FALLS	25-79B	NEWTON ST PARK ST PARK AVE FALLS AVE EUCLID AVE ALPHA ST	1907	n/a	
UNKNOWN SURVEY OF ROADS NEAR SNOQUALMIE RIVER AND TOKUL CREEK	10-32	CEDAR ST NORTH BEND RD HEMLOCK ST FIR ST 1 ST 2 ST 3 ST 4 ST 5 ST 6 ST MAIN ST RD NO 301 RD NO 99 RD NO 61 RD NO 122 RD NO 950 RD NO 909 CHAS THRESHER RD PARK AVE H RIEF RD STOREY RD GUSTIN NORMAN BRIDGE RD NORMAN BRIDGE RD SIDNEY ST BENDIGO ST BENEGO ST BALLARAT ST SNOQUALMIE NORTH BEND RD REDDING RD PARK ST ALPHA ST BETTA ST GAMMA ST DELTA ST FALLS AVE RAILROAD BLVD MAPLE BLVD NEWTON ST RIVER ST KING ST DOONE ST OLMSTEAD ST SILVA ST BRUCE ST MAPLE ST PINE ST WC WEEKS RD RE NYE RD AJ FOSTER RD WT GARDNER RD JA LEACH RD DG REINIG RD	1949	n/a	19 24 8 20 24 8 30 24 8 29 24 8 31 24 8 32 24 8 33 24 8 28 24 8 34 24 8 5 23 8 4 23 8 3 23 8 9 23 8 10 23 8 15 23 8 11 23 8 14 23 8 22 23 8 23 23 8 27 23 8 26 23 8 34 23 8 3 22 8
SNOQUALMIE RD SURVEY 1525	9-24	RIVER ST SNOQUALMIE RD RAILROAD BLVD PARK ST NEWTON ST KING ST FALLS AVE EUCLID AVE	1919	1525	31 24 8

Thank you again for contacting us with this question. Please do let us know if there is anything else we can do to assist you now or in the future.

Regards,

Jess Jones ([she/her](#))

Assistant Public Records Officer
& Records Management Project Manager
desk: 206-477-7635
jjones@kingcounty.gov



King County

Department of Local Services
Road Services Division

Item 1.

①

CASCADE SHEET METAL WORKS

MONTIC FURNACES

AUTOKOLAR STOKERS

CASCADE SHEET METAL WORKS

18-4

2-1

F33177

S 13

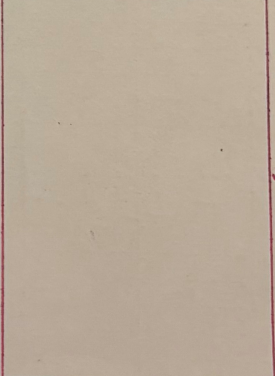
4-10-40

SHOQUALMIC FALLS

ADD.

IMPROVEMENT VALUE	
MAIN BUILDING	\$ 1540
OTHER BUILDINGS	\$ -
TOTAL	\$ 1540
ASSESSED VALUE 50%	\$ 770
DATE	1-1-40
LAND IMPROVEMENT	
1. SIZE	X
2. STREET---ROAD	
3. SIDEWALK	
4. LANDSCAPING	
5. TREND	VALUE \$
6. USE	
7. DISTRICT	

FLOOR PLAN *sc 1" = 20'*



35

35

REMARKS

Hearing Exhibit B.1

EXTERIOR
Corrugated Iron

CONSTRUCTION	Frame - Single - Med	
MISCELLANEOUS	5 outlets	Item 1.
7 CONDITION: EXTERIOR	Good	INTERIOR
8 MAIN SUPPORT COLUMN	6 x 6	FOOTING
9 FIRST FLOOR JOIST	2x8	18
10	Finished	BUILDING
11 GROSS INCOME \$		EXPENSE \$
12 DEPRECIATION: COND.	0	% OBSLSE.
YEAR BUILT	1938	REMOVED
EFFECTIVE AGE	0	YEARS
DIMENSIONS	35 x 50	x
		SQ



SNOQUALMIE CITY COUNCIL
Hearing: April 14, 2025 at 6PM
With Oral Argument

Hearing Exhibit C

BEFORE THE COUNCIL OF THE CITY OF SNOQUALMIE
IN AND FOR THE COUNTY OF KING

NWBF, LLC, dba Northwest Builders Finance
and fka Isola Financial, LLC

Resolution NO. 1710

Appellant,

DECLARATION OF ROBERT LAYTON IN
SUPPORT OF APPELLANT’S MOTION TO
VACATE RIGHT OF WAY ABUTTING TPN
784200064

v.

CITY OF SNOQUALMIE

Respondent

I, Robert Layton, declare:

1. I am a ISA Certified Arborist (#PN-2714A), a registered member of the American Society of Consulting Arborists (ASCA), Registered Consulting Arborist #670, and owner of Layton Tree Consulting LLC which I have operated since 2019. I am an expert in tree inventory, tree risk assessment and tree protection services as a part of my consulting arborist services. I graduated with a degree in Forestry in 1988 from Paul Smiths College and ASCA’s Tree Academy in 2013. I am over age 18 and am competent to be a witness. I am making this declaration based on facts within my own personal knowledge.

2. I have reviewed a picture taken of the Property in 1940 (**Exhibit A**).

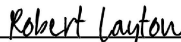
1 3. Based on the image in Exhibit A, I have identified two of the trees located behind
2 the structure on the Property, between the house and the river. From the shape, structure, branches,
3 location visible in the image, it is my professional opinion that the two trees labeled "1" and "2" in
4 Exhibit A are Bigleaf Maples, *Acer macrophyllum* (the "Maples"). A third tree (labeled "3") also
5 looks like a Big Leaf Maple but I can't be sure about that one.

6 4. Furthermore, based on the size of the Maples and the growth rate of bigleaf maples
7 in western Washington, the Maples labeled "1" and "2" appear to be between 40 and 60 years old
8 at the time the picture was taken (evidently April 10th, 1940). Based on the date of the picture and
9 size and age of the Maples, it is my opinion that the trees had been in place on or near the Property
10 since 1880-1900.

11
12 I declare under penalty of perjury under the laws of the State of Washington that the
13 foregoing is true and correct.

14 DATED this 5th day of April, 2025, in Snohomish, Washington.

Signed by:



B8DFCD43E491407...

Robert Layton
bob@laytonreeconsulting.com
Layton Tree Consulting, LLC

EXHIBIT A





The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 4/7/2025

Notes:





17 March 2025

STAFF MEMO

SUBJECT: 39192 SE Park St Right of Way (ROW) vacation request

Staff have reviewed the petition for ROW vacation request from NWBF, LLC. This staff report is intended to identify City priorities at and near the proposed property.

The property in question, located at 39194 Park Ave (Parcel 7849200064), is located within the proposed Snoqualmie Rivertrail/Riverwalk. The Snoqualmie Rivertrail, also known as the Riverwalk, is a proposed trail system linking the Snoqualmie Falls and the Snoqualmie Valley Trail (At Reinig Bridge). The Riverwalk Plan involves a combination of private property acquisitions and existing City owned property which would be redeveloped into the trail. The majority of the private property acquisitions, and the primary focus since inception, has been the properties along Park Ave SE between the Meadowbrook Bridge and Downtown Snoqualmie.

As the petition acknowledges this property is part of the City's riverfront property acquisitions associated with the Rivertrail Master Plan. The City uses a variety of grants and local funding agreements to make these acquisitions. As with all other acquisition efforts the City would be required to follow policy and easement requirements associated with the funding organization's requirements (such as conservation easements and purchase price- appraisal rules). This property is adjacent to City owned property, is within what is considered the high priority restoration area, and is along a proposed main portion of future Rivertrail sections. Because of these attributes this property would be ranked high for acquisition efforts and likely higher ranked then originally scored in 2015 at the drafting of the plan.

At this time there are two construction projects planned with the City's Six Year CIP that are implementing the Rivertrail concept. One of these projects is located directly adjacent to the proposed property site. At this time, the project titled 'Rivertrail: Arboretum' will construct a trail and assorted improvements in the existing open space currently owned by the City. The property, including the vacation requested area, would be included in this phase of the Rivertrail if the City has control/ownership.

In addition to the Rivertrail improvements at the site, the City has also implemented floodway overlay zoning. This site is located in both the floodway and the flood plain this zoning restriction applies. This zoning effort is designed to reduce the impacts of floods

which is described in [SMC 15.12.010](#): "...periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.". The intention of these zoning efforts isn't to rarify or increase value of property but to reduce the negative externalities caused by their existing us.

Sincerely,

Dylan Gamble
CIP Manager

April 7, 2025

City Council
City of Snoqualmie
38624 SE River Street
Snoqualmie, WA 98065

RE: NWBF, LLC - Street Vacation Hearing April 14, 2025

Dear City Council:

The following information is sent for your consideration regarding the Petition for Street Vacation submitted by NWBF, LLC (“Petition”). This letter along with materials submitted by Dylan Gamble, Capital Improvement Plan Manager for City of Snoqualmie are offered in support of our recommendation that the City Council deny the request for street vacation.

Council Authority. The City Council has legislative authority over street vacations. Chapter 35.79 RCW, *Banchero v. City Council of City of Seattle*, 2 Wn. App. 519, 523, 468 P.2d 724 (1970). Petitions for street vacations must be signed by private owners of 2/3rds of the land adjacent to the subject public right-of-way, a public hearing is required, approval may be granted in whole or in part, and approval must be in the form of an ordinance RCW 35.79.030.

Council may only vacate a street when done for a public purpose or use. *London v. City of Seattle*, 93 Wn. 2d 657, 664, 611 P.2d 781 (1980). Washington courts have acknowledged that a city council is the proper entity to weigh public benefit of streets in their city. *Id.* at 662. Public use or purpose should be considered broadly. Streets are dedicated to the public use, pertain to the exercise of a governmental function, and are held for the benefit of the public. *Yarrow First Assocs. v. Town of Clyde Hill*, 66 Wn. 2d 371, 375–76, 403 P.2d 49 (1965). A street may be vacated when “it is no longer required for public use; or when its use as a street is of such little public benefit as not to justify the cost of maintaining it; or when it is desired to substitute a new and different way more useful to the public.” *Young v. Nichols*, 152 Wash. 306, 308, 278 P. 159 (1929).

NWBF seeks to vacate Schusman Avenue adjacent to its Lot 1, Block 4 of the 1890 Plat of Snoqualmie Falls (“Lot 1/Block 4”). In NWBF’s attorney’s letter to the City Council dated March 4, 2025, NWBF was blunt about their intentions and said that if the City Council does not “formalize a vacation, NWBF will file suit for quiet title.” The action before the City Council,

however, is a street vacation. Defending against NWBF's quiet title action to take ownership of Schusman Avenue will come during that litigation.

We assume NWBF will assert the "nonuser statute" in its quiet title action as is argued in its March 4 letter. For now, we add for Council's information that case law holds that the owner asserting the nonuser statute must prove that the road was unopened for public use during the period in question, and that the public does not have to take physical possession of the road for it to have been open for public use.

Factual Background. NWBF explained in its Petition that it obtained title to Lot 1/Block 4 by foreclosing on a Deed of Trust. (Attachment 1 and 2). The Deed of Trust and NWBF's deed are in the name of ISOLA Financial LLC; NWBF operated under that name until 2016 (Attachment 3).

The right-of-way NWBF seeks to vacate was dedicated to the public using the following language in the 1890 Plat of Snoqualmie Falls (Attachment 4):

Know all men by these presents, that the Snoqualmie Land and Improvement Company, a corporation, existing under the laws of the State of Washington, and being the owner in fee simple of the lands in King County, State of Washington, particular described ... does hereby declare this plat of the township of Snoqualmie Falls, and **does hereby dedicate to the use of the public forever, all streets and alleys, shown on said plat.** (emphasis added)

NWBF's land includes an area previously vacated by the Town of Snoqualmie in 1910 under Ordinance No. 124 (Attachment 5 and 6). No portion of Schusman Avenue adjacent to Lot 1/Block 4 was vacated by Ordinance No. 124. NWBF argues that "this area should have been vacated to the Property." Petition at 4. The plain language used in Ordinance No. 124 shows, however, that this was not the case. Ordinance No. 124 expressly vacated Schusman Avenue adjacent to Lot 1/**Block 3**, but not Lot 1/Block 4.

NWBF claims as fact that the City allowed and permitted construction of a structure in 1940 and issued subsequent "multiple" permits. Petition at 4. No documents were attached to support these claims. There are no permits for the initial construction of the structure, and no evidence that the City knew the structure was built within Schusman Avenue rather than within Lot 1/Block 4.

Recommendation. As explained in Dylan Gamble's material, the City continues to have a public use for Schusman Avenue. For this reason, the recommendation is that Council deny the petition to vacate because there continues to be a public use for the area as it exists as public right-of-way.

Conditions of Approval for Street Vacation. If Council decides to grant the street vacation, in whole or in part, we recommend three (3) conditions be included in the ordinance.

1. Prior to the street vacation being effective, submit to Council for Council approval a legal description and survey by a licensed surveyor of the area NWBF seeks to have vacated in the Petition. Include in the survey Park Street, Schusman Avenue, and Lots 1 – 8 in Block 4 of the Plat of Snoqualmie Falls (Volume 6 of Plats, Page 51, K.C.).

This information is necessary to provide Council with a clear understanding of what is being vacated. NWBF included the following legal description in the Petition of the area they seek to have vacated:

All right of way East of Lot 1, Block 4, Plat of Snoqualmie Falls as per plat recorded in Volume 6 of Plats, Page 51, records of King County, less area dedicated for Park Street right of way, as reflected in survey by Harry Thompson dated July 22, 1919.

NWBF's legal description relies on a 1919 unrecorded survey that conflicts with a survey recorded in 1997 (Attachments 7 and 8). Current aerial photographs show Park Street aligning with the 1997 survey depiction. (Attachment 9). The 1919 survey includes Park Street as larger portions of platted lots 3, 4, 5, 6, 7, and 8 than does the 1997 survey. NWBF provides no survey information to Council regarding the actual physical location of Park Street in relationship to the 1919 survey. Instead, NWBF says that "On information and belief" Park Street is built within the 1919 survey. NWBF also did not provide Council with any depiction of its legal description.

In its Petition, NWBF offers to trade the City portions of Schusman Avenue for portions of Park Avenue that NWBF asserts the City does not own (within Lot1/Block 4). Petition at 4. Again, the action before the City Council is a street vacation. Defending against a quiet title action to take ownership of Schusman Avenue and Park Avenue will come during litigation.

2. Prior to the street vacation being effective, submit to Council for Council approval a third-party peer review, an appraisal performed by an MAI qualified appraiser of 100% of the value of the area to be vacated.

State statute provides that if the area to be vacated has been part of the public right-of-way for 25 years or more, then the petitioners must pay 100% of the value of the area to be vacated.

RCW 35.79.030 ... If the legislative authority determines to grant the petition or any part thereof, such city or town shall be authorized and have authority by ordinance to vacate such street, or alley, or any part thereof, and the ordinance may provide that it shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, **shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated.**

If the street or alley has been part of a dedicated public right-of-way for **twenty-five years or more**, ..., the city or town may require the owners of the property abutting the street or alley to **compensate the city or town in an amount that does not exceed the full appraised value of the area vacated**. ... (emphasis added)

3. In the ordinance granting the street vacation, reserve for the City an easement and the right to grant easements for public utilities and services.

RCW 35.79.030 ... The ordinance may provide that the city retain an easement or the right to **exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services**. (emphasis added)

I will be available during the public hearing to answer any questions.

Very Truly Yours,

Madrona Law Group, PLLC



Kim Adams Pratt

ATTACHMENT #1

RETURN TO:

Isola Financial, LLC
450 Shattuck Ave South
Suite 201
Renton, WA 98057

**DEED OF TRUST**

(For Use In The State of Washington Only)

THIS DEED OF TRUST, made this 7th day of DECEMBER, 2009, between RICHARD CLARK and KAREN CLARK, husband and wife, GRANTOR, whose address is 39170 SE Park Street, Snoqualmie 98065, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, TRUSTEE, whose address is 818 Stewart Street, Suite 800, Seattle, WA 98101, and ISOLA FINANCIAL, LLC, a Washington Limited Liability Company, BENEFICIARY, whose address is 450 Shattuck Avenue South, Suite 201, Renton WA 98057.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the following described real property in King County, Washington:

Lot 1, Block 4 of SNOQUALMIE FALLS, according to the plat thereof recorded in Volume 6 of Plats, page 51, records of King County, Washington,

TOGETHER WITH that portion of vacated Park Avenue lying between Lot 1 in Block 3 and Lot 1 in Block 4 of SNOQUALMIE FALLS, as per plat recorded in Volume 6 of Plats, on page 51, records of King County;

EXCEPT the West half of the North half thereof.

OLD REPUBLIC TITLE LTD. 07-81386-1

SITUATE in the County of King, State of Washington

MC 166

Assessor's Tax Parcel ID No.: 784920-0064-09

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

The purpose of this loan and the intended use of its proceeds is for commercial, investment or business purposes and no portion hereof is intended for personal use.

Old Republic Title, Ltd. has placed this document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document.

This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Fifteen Thousand and 0/100 Dollars (\$15,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees.

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sales as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisee, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

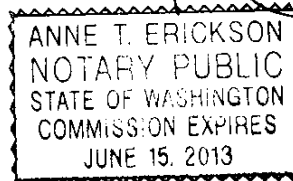
9. If all or any part of the property or an interest therein is sold or transferred by Grantor without the Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) a transfer by device, descent or by operation of law upon the death of the Grantor, or (c) the grant of any leasehold interest of three (3) years or less not containing an Option to Purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor notice of acceleration at the last known address of the Grantor, and such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantor, invoke any remedies permitted by Paragraph 4 hereof, or otherwise allowed by law.

Richard Clark
RICHARD CLARK, GRANTOR

Karen Clark
KAREN CLARK, GRANTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)



On this day personally appeared before me RICHARD CLARK and KAREN CLARK, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of December, 2009.

My appt expires
6/15/13

[Signature]
Notary Public in and for the State of Washington
Residing at Kenilworth

WHEN RECORDED RETURN TO

Law Offices of Gary O. Olson, P.C.
3900 E. Valley Hwy., Suite 204
Renton, WA 98057

**20120619001095**

OLSON6234 TD
PAGE-001 OF 003
06/19/2012 13:27
KING COUNTY, WA

64.00

E2549242

06/19/2012 13:27
KING COUNTY, WA
TAX
SALE

\$10.00
\$0.00

PAGE-001 OF 001

TRUSTEE'S DEED

The GRANTOR, Gary O. Olson, as present Trustee under that Deed of Trust, as hereafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to: ISOLA Financial, LLC, a Washington Limited Liability Company, GRANTEE, that real property, situated in the County of King, State of Washington, described as follows:

Lot 1, Block 4 of Snoqualmie Falls, according to the Plat recorded in Volume 6 of Plats, Page 51, records of King County, Washington,

Together with that portion of vacated Park Avenue lying between Lot 1 in Block 3 and Lot 1 in Block 4 of Snoqualmie Falls, as per plat recorded in Volume 6 of Plats, Page 51, records of King County;

Except the West half of the North half thereof.

Situate in the County of King, State of Washington.

Tax Parcel No. 784920-0064-09

RECITALS:

1. This Conveyance is made pursuant to the powers, including the power of sale, conferred upon the Trustee by that certain Deed of Trust between Richard Clark and Karen Clark, Grantors, to First American Title Insurance Company, Trustee, and ISOLA Financial, LLC, Beneficiary, dated December 7, 2009, recorded under King County Recording No. 20091209001382, records of King County, Washington. The undersigned Trustee was appointed by Beneficiary on March 8, 2012, which document was recorded under King County Recording No. 20120315000687.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note in the sum of \$140,813.75 with interest thereon, according to the terms thereof, in favor of ISOLA Financial, LLC, and to secure any other sums of money which might become due and payable under the terms of said

Deed of Trust.

3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Grantors as set forth in the "Notice of Trustee's Sale" described below, which by the terms of the Deed of Trust made operative the power to sell, the thirty day advance "Notice of Default" was transmitted to the Grantors, or their successor in interest, and a copy of said Notice was posted or served in accordance with law.
5. ISOLA Financial, LLC, being then the holder of the indebtedness secured by said Deed of Trust, requested said Trustee to sell the described property in accordance with the law and the terms of said Deed of Trust.
6. The Trustee, in compliance with the terms of said Deed of Trust and RCW 61.24.040, executed and on March 15, 2012, recorded in the office of the Auditor of King County, Washington, a Notice of Trustee's Sale of said property, under King County Recording No. 20120315000688.
7. The Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as at the Fourth Avenue entrance to the King County Administration Building, 500 Fourth Avenue, Seattle, Washington, at 10:00 a.m. on June 15, 2012, and in accordance with RCW 61.24.040, caused copies of the statutory Notice of Trustee's Sale to be transmitted by mail to all persons entitled thereto and either posted or served prior to ninety (90) days before the sale. The Trustee also caused a copy of said Notice of Trustee's Sale to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale, all in accordance with RCW 61.24.040.
8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.
9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.
10. The defaults specified in the "Notice of Trustee's Sale" not having been cured and said obligation secured by said Deed of Trust remaining unpaid, on June 15, 2012, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of One Hundred Ninety-Two Thousand Fifty-Eight and 00/100 Dollars (\$192,058.00) (by the satisfaction of the obligation then secured by said Deed of Trust, together with all fees, costs, and expense as provided by statute).

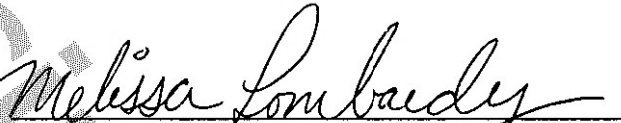
DATED this 19th day of June, 2012.


 Gary O. Olson, Trustee

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

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

GIVEN under my hand and official seal this 19th day of June, 2012.


 NOTARY PUBLIC in and for the State
 of Washington, residing at Kent
 My commission expires: 3-29-2015

Page 1 of 1



Office of the Secretary of State
Corporations & Charities Division

Limited Liability Company

See attached detailed instructions

☐ Filing Fee \$30.00

☒ Filing Fee with Expedited Service \$80.00

02/16/16 3108739

001

\$80.00 K

FILED: 3180938

SECRETARY OF STATE

February 16, 2016

STATE OF WASHINGTON

UBI Number: 602873258

CERTIFICATE OF AMENDMENT

Chapter 23.95 RCW

SECTION 1

NAME OF LIMITED LIABILITY COMPANY (LLC): (as currently recorded with the Office of the Secretary of State)
ISOLA FINANCIAL, LLC

SECTION 2

AMENDMENTS TO CERTIFICATE: (if necessary, attach additional information. If changing the name it must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC. If the designation is omitted, it will default to LLC when processed)

Change name to: NWBF, LLC

SECTION 3

EFFECTIVE DATE OF AMENDMENTS TO CERTIFICATE: (please check one of the following)

☒ Upon filing by the Secretary of State

☐ Specific Date: _____ (Specified effective date must be within 90 days AFTER the Amended Certificate has been filed by the Office of the Secretary of State)

SECTION 4

EXECUTOR INFORMATION (see instructions page)

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

x
Signature

Matthew J. LePage, Member

Printed Name/Title

Feb. 8, 2016

Date

(206) 582-7900

Phone

ATTACHMENT #4

Explanation.

The initial point of this plat is the point of intersection of the centerline of the Seattle, Lake Shore and Eastern Ry. with the line between Sections 30 and 31, which point is 592 feet West of the corner to Sections 29, 30, 31 and 32, Township 24 North, Range 3 East, N.M. Streets are 60 feet wide, except where otherwise indicated on the plat. Alleys are 16 feet wide. The standard size of lots is 60 feet by 120 feet and 30 feet by 120 feet. Fractional lots are in dimensions as indicated on the plat. The line A-E on this plat is a base line to which all streets, alleys, block and lot lines etc. are parallel or at right angles or at such angles as may be indicated. The Seattle, Lake Shore and Eastern Ry. right of way is 100 feet wide.

Description.

This plat of the townsite Snoqualmie Falls embraces Lot 5 of Section 30, the Northeast Quarter of the Northeast Quarter of Section 31, Lot 7 and the Southwest Quarter of the Northeast Quarter of Section 32, all in Township 24 North, Range 3 East, N.M. King County, Wash.

Dedication.

Know all men by these presents, that the Snoqualmie Land and Improvement Company, a corporation, existing under the laws of the State of Washington, and being the owner in fee simple of those lands in King County, State of Washington, particularly described as Lot 5 in Section 30 and the Northeast Quarter of the Northeast Quarter of Section 31, and Lot 7, and the Southwest Quarter of the Northeast Quarter of Section 32, all in Township 24 North, Range 3 East, N.M. do hereby declare this plat of the townsite of Snoqualmie Falls, and does hereby dedicate to the use of the public forever, all streets and alleys shown on said plat.

In Witness Whereof the said corporation has caused its corporate name to be signed hereto by its President and its corporate seal to be hereunto affixed by its Secretary, this 20th day of September, A.D. 1890.

By Allen P. Mitten
Its President
T. G. Wilson Secretary of
Snoqualmie Land and Improvement Company.

Signed, Sealed and delivered
In the Presence of
C. T. Conover
S. L. Crawford.

*Acknowledgment.*

State of Washington } ss.
County of King }

This is to certify, that on this 20th day of September A.D. 1890, before me, the undersigned, a Notary Public in and for the State of Washington, residing at the City of Seattle, personally came Allen P. Mitten, and T. G. Wilson, to me known to be the identical persons, who, as President and Secretary, respectively, of the Snoqualmie Land and Improvement Company, executed the above and foregoing dedication, as the act and deed of said corporation. And the said Allen P. Mitten acknowledged to me that, as the President of the said Snoqualmie Land and Improvement Company, he signed the name of said Corporation to the above and foregoing instrument and his own name as President thereof, freely and voluntarily and as and for the free and voluntary act and deed of the said Snoqualmie Land and Improvement Company. And the said T. G. Wilson, acknowledged to me that, as the Secretary of said Corporation, he affixed to said dedication the corporate seal of said company and his own name as such Secretary, freely and voluntarily and as and for the free and voluntary act and deed of the said Snoqualmie Land and Improvement Company.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal the day and year, in this certificate first above written.



C. T. Conover, Notary Public,
residing at the City of Seattle in said County and State.

Legend.

This plat is made for the purpose of correcting errors of description in the original plat, filed for record, Aug. 6th 1889, reworded at page 179 of volume 3 of plats, whereby the NE 1/4 of Section 31 was described as the NW 1/4 of NW 1/4 of Section 31, and Range 3 was described as Range 5.

63366.

Filed for record at the request
of Mr. A. E. Mitten
Sept. 25 A.D. 1890
at 10 min. past 4 P.M.
and recorded in Vol. VI of
Plats page 51
Records of King County, Wash.

W. P. Smith
County Auditor

A. E. Rte. Rec.

Scale 200 feet = 1 inch.

ATTACHMENT #5

ORDINANCE NO. 124

Being an Ordinance vacating Park Ave. abutting on Lots One (1) and Two (2), Block Three (3), and Lots One (1) and Two (2), Block Four (4) also street abutting on East side of Block Three (3) to County road, Plat of Snoqualmie Falls.

Be it ordained by the Town of Snoqualmie, Wash. as follows:

Sec. 1-Property vacated to James Christman.

Sec. 1--That there is and is hereby vacated unto James Christman, his heirs, executors or assigns the following described property located in the Town of Snoqualmie Falls. That part of Park Ave. abutting on Lots One (1) and Two (2), Block Four (4), Lots One (1) and Two (2), Block Three (3), also street abutting on East side of Block Three to County Road.

Sec. 2-Time of effect of ordinance.

Sec. 2--This ordinance shall take effect and be in force from and after it shall have passed the Council, been approved by the Mayor, attested by the Clerk and published according to law.

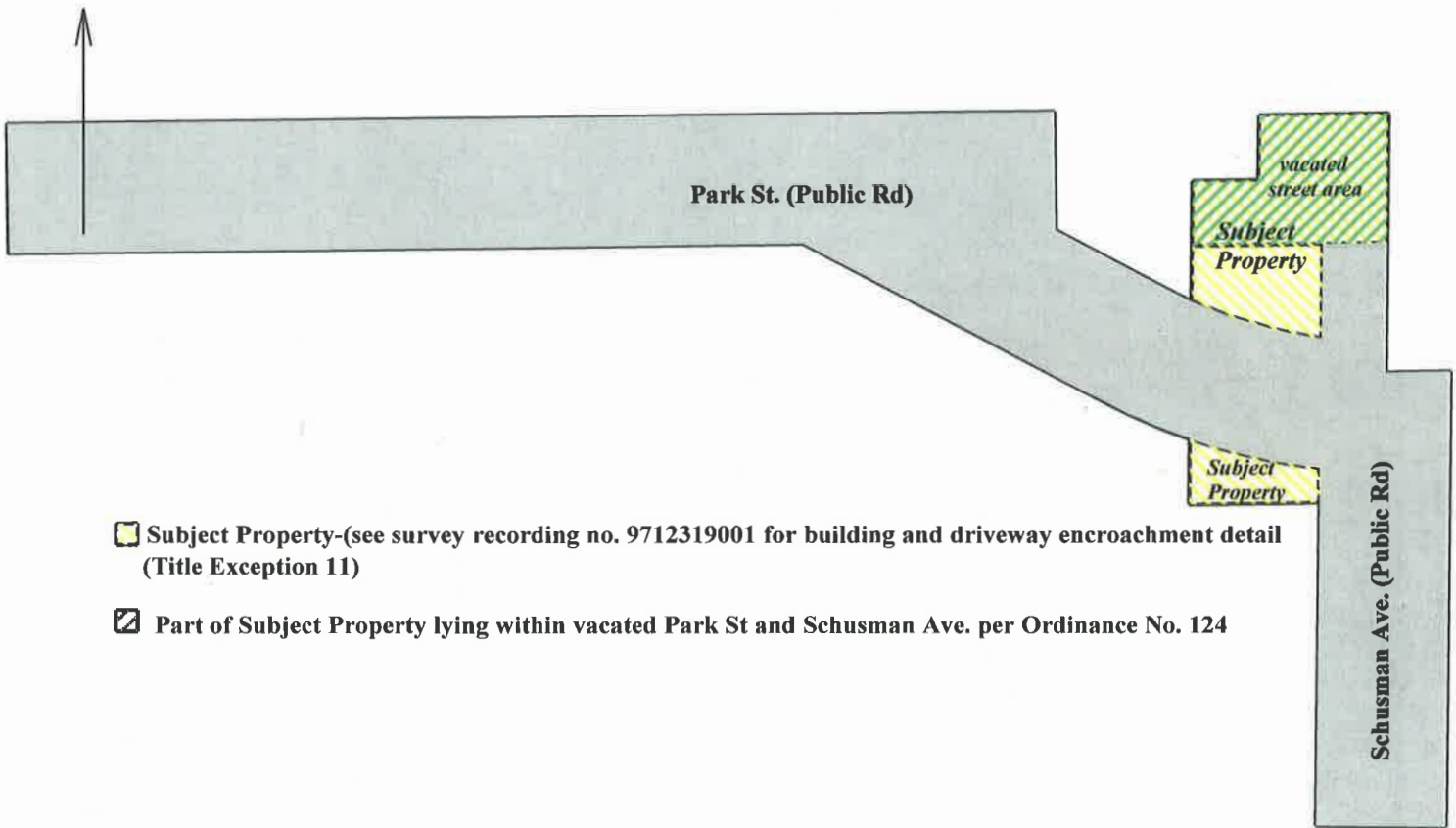
Passed the council this 27th day of Dec. 1910.

Approved By the Mayor this 27th day of Dec. 1910.

Attest: Otto Reinig, Clerk, Pro Tem.
Otto Reinig, Mayor

ATTACHMENT #6

Item 1.



☐ Subject Property-(see survey recording no. 9712319001 for building and driveway encroachment detail (Title Exception 11))

☒ Part of Subject Property lying within vacated Park St and Schusman Ave. per Ordinance No. 124

City of Snoqualmie Riverfront Reach Isola Financial LLC

8/27/2014

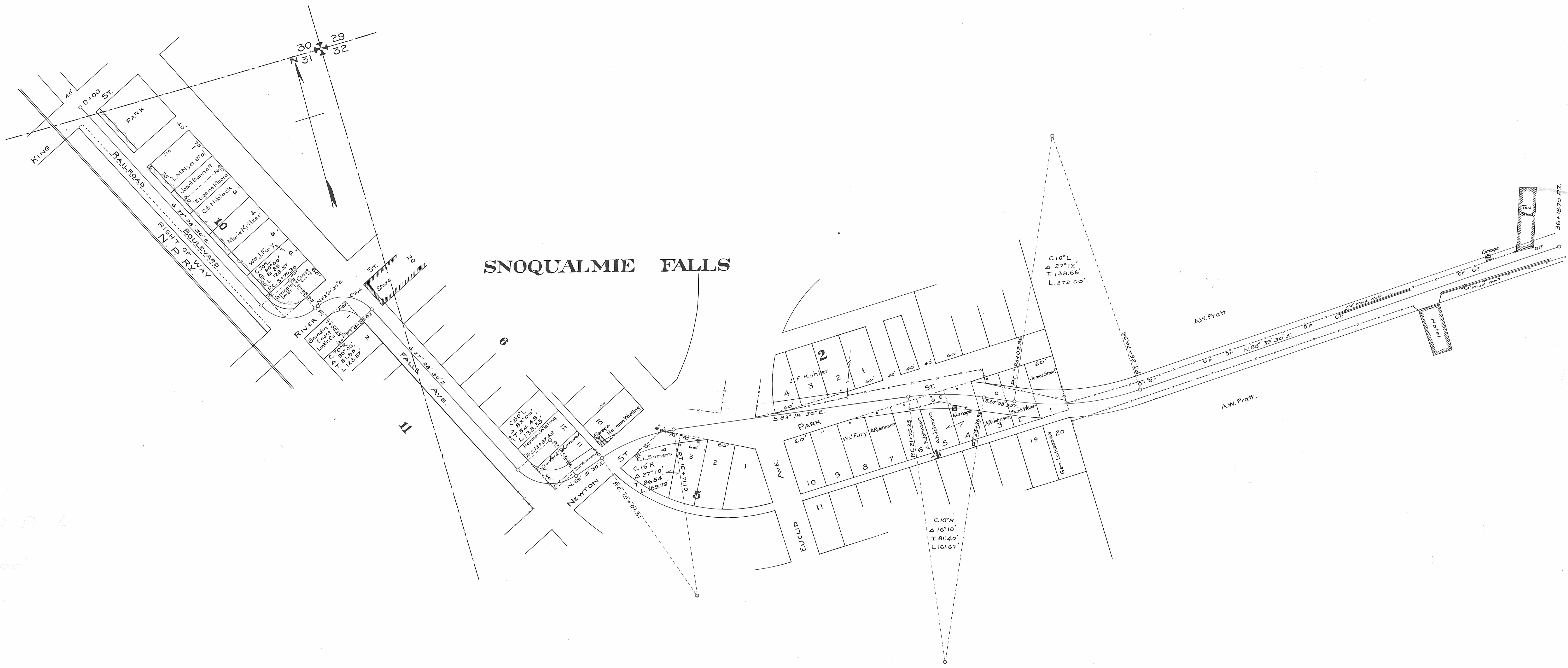
Scale: 1 inch= 87 feet

File: City of Snoqualmie Riverfront Reach Isola Financial LLC.ndp

Tract 1: 0.0000 Acres (0 Sq. Feet), Closure: n82.1052w 507.57 ft. (1/1), Perimeter=521 ft.
 Tract 2: 0.0095 Acres (412 Sq. Feet), Closure: n80.3620w 610.25 ft. (1/1), Perimeter=626 ft.
 Tract 3: 0.0063 Acres (275 Sq. Feet), Closure: s76.5928e 61.39 ft. (1/2), Perimeter=107 ft.
 Tract 4: 0.0095 Acres (412 Sq. Feet), Closure: n80.3620w 610.25 ft. (1/1), Perimeter=626 ft.
 Tract 5: 0.6612 Acres (28800 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1080 ft.
 Tract 6: 0.2643 Acres (11511 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/223820), Perimeter=588 ft.
 Tract 7: 0.0652 Acres (2842 Sq. Feet), Closure: s74.1220e 62.13 ft. (1/5), Perimeter=310 ft.
 Tract 8: 0.0302 Acres (1315 Sq. Feet), Closure: n79.1745w 0.01 ft. (1/15679), Perimeter=168 ft.
 Tract 9: 0.1532 Acres (6672 Sq. Feet), Closure: s68.1004e 0.02 ft. (1/20661), Perimeter=372 ft.
 Tract 10: 1.2557 Acres (54700 Sq. Feet), Closure: s16.4309e 0.01 ft. (1/294573), Perimeter=1952 ft.
 Tract 11: 0.0023 Acres (100 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=40 ft.
 Tract 12: 0.0000 Acres (0 Sq. Feet), Closure: n89.1814e 90.00 ft. (1/1), Perimeter=90 ft.
 Tract 13: 0.1035 Acres (4507 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/63823), Perimeter=300 ft.
 Tract 14: 0.0023 Acres (100 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=40 ft.

ATTACHMENT #7

SNOQUALMIE FALLS



1525
Snoqualmie Falls
Secs. 31-32 T24N R1E
Scale 1"=100'

9712319001

119 24

NOTE:
SURVEY ACCURACY MEETS OR EXCEEDS
WAC 332-130-090
FIELD EQUIPMENT
SOKKIA SETSBI
SURVEYED BY FIELD TRAVERSE

THIS SURVEY IS BASED ON RECORD PER PLAT FILED IN VOL. 8
PG. 51 RECORDS OF KING COUNTY, WASHINGTON; USING
MONUMENTATION AS SHOWN ON EUCLID AVENUE.

NO INFORMATION COULD BE RECOVERED FOR THE CURVE DATA
OF PARK AVENUE GOING THROUGH LOTS 1 AND 2 IN BLOCK 4;
THE CURVE DATA WAS DEVELOPED FROM RECORD INFORMATION
AS SHOWN ON TAX ACCESSORIES 1/4 SHEET OF THE N.W.
1/4 OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 8 EAST, W.M.



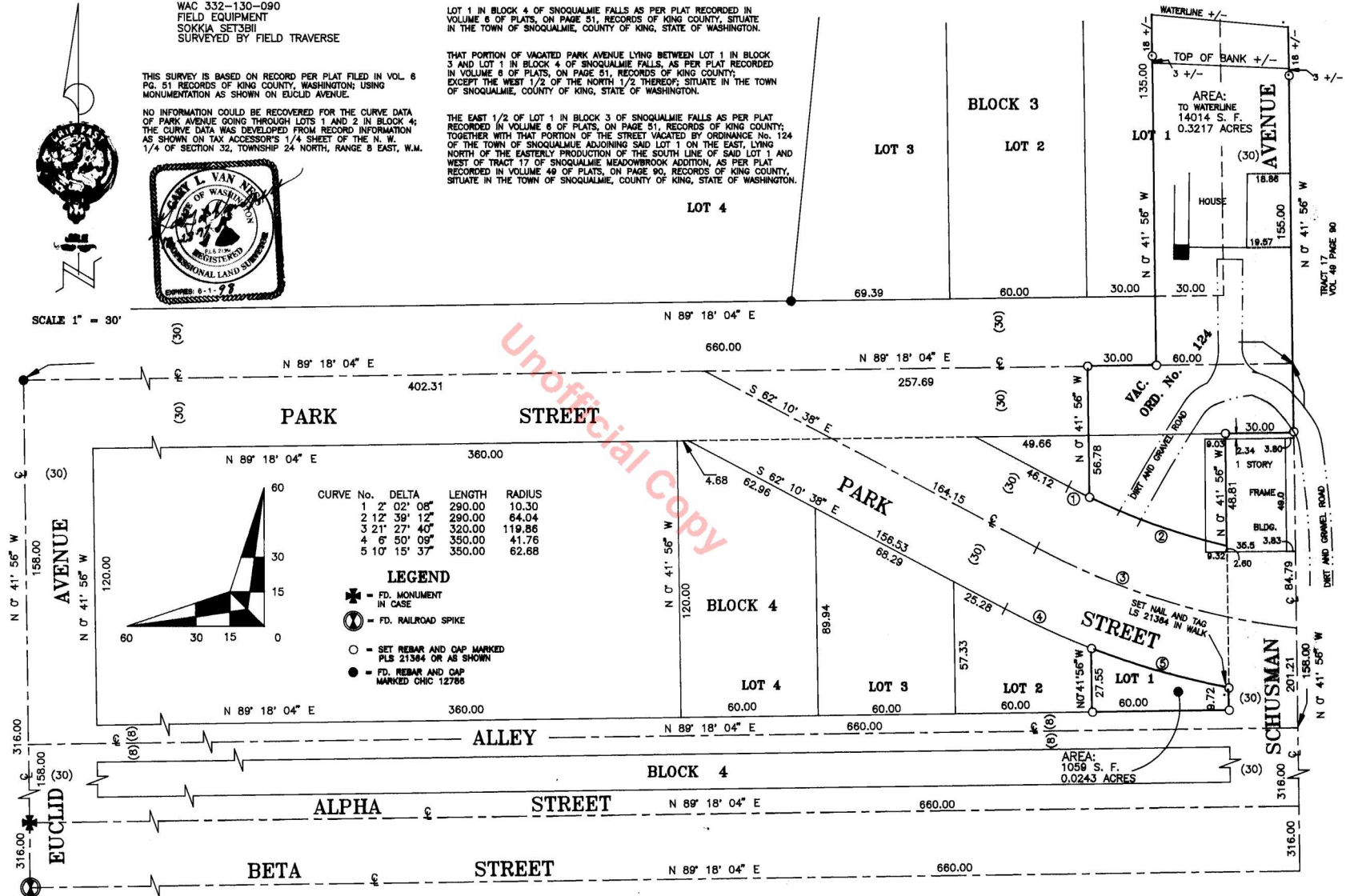
SCALE 1" = 30'

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 4 OF SNOQUALMIE FALLS AS PER PLAT RECORDED IN
VOLUME 6 OF PLATS, ON PAGE 51, RECORDS OF KING COUNTY, SITUATE
IN THE TOWN OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.

THAT PORTION OF VACATED PARK AVENUE LYING BETWEEN LOT 1 IN BLOCK
3 AND LOT 1 IN BLOCK 4 OF SNOQUALMIE FALLS, AS PER PLAT RECORDED
IN VOLUME 6 OF PLATS, ON PAGE 51, RECORDS OF KING COUNTY;
EXCEPT THE WEST 1/2 OF THE NORTH 1/2 THEREOF; SITUATE IN THE TOWN
OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.

THE EAST 1/2 OF LOT 1 IN BLOCK 3 OF SNOQUALMIE FALLS AS PER PLAT
RECORDED IN VOLUME 6 OF PLATS, ON PAGE 51, RECORDS OF KING COUNTY;
TOGETHER WITH THAT PORTION OF THE STREET VACATED BY ORDINANCE No. 124
OF THE TOWN OF SNOQUALMIE ADJOINING SAID LOT 1 ON THE EAST, LYING
NORTH OF THE EASTERLY PRODUCTION OF THE SOUTH LINE OF SAID LOT 1 AND
WEST OF TRACT 17 OF SNOQUALMIE MEADOWBROOK ADDITION, AS PER PLAT
RECORDED IN VOLUME 49 OF PLATS, ON PAGE 90, RECORDS OF KING COUNTY,
SITUATE IN THE TOWN OF SNOQUALMIE, COUNTY OF KING, STATE OF WASHINGTON.



SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY
ME OR UNDER MY DIRECTION IN CONFORMANCE WITH
THE SURVEY RECORDING ACT AT THE REQUEST OF

JOHN METCALFE

ON NOV. 1, 1997

SIGNATURE *John Metcalfe* DATE 12-28-97

CERTIFICATE No. PLS 21364

RECORDING CERTIFICATE

FILED FOR RECORD THIS 31 DAY OF Dec
1997 AT 2:38 P.M. IN BOOK 119
OF SURVEYS AT PAGE 24 AT THE REQUEST OF
GARY L. VAN NESS

MANAGER OF RECORDS AND ELECTIONS

SIGNATURE *Gary L. Van Ness*
SUPT. OF RECORDS DEPUTY AUDITOR
RECORDING No. 9712319001

RECORD OF SURVEY

FOR:
JOHN METCALFE

A PORTION OF THE:
N.W. 1/4 OF THE N.W. 1/4 OF SEC. 32,
TOWNSHIP 24 NORTH, RANGE 8 EAST, W.M.



SHEET 1 OF 1
SCALE 1" = 30'
DATE: 12-22-97
JOB No. 737
DRAWN BY: G. L. V.
ACAD FILE: HENS737

King County



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 4/3/2025



Council Agenda Bill

AB Number

AB25-058

Agenda Bill Information

Title *

Community Development/Economic
Development Director Confirmation

Action *

Motion

Council Agenda Section

Appointment

Council Meeting Date *

04/28/2025

Staff Member

Kim Johnson

Department *

Administration

Committee

Committee Date

Exhibits

Packet Attachments - if any

Summary

Introduction *

Brief summary.

The city recently concluded the Community Development/Economic Development Director recruitment, and the Mayor has selected Mona Davis as the next Community Development/Economic Development Director.

Proposed Motion

Move to confirm the Mayor's appointment of Mona Davis as Community Development/Economic Development Director.

Background/Overview *

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

Mona Davis joined Snoqualmie in the last quarter of 2024 and has made a positive impact across the city. Mona comes to us with over 25 years of experience in community planning and development. Mona has worked for counties and cities across western Washington and is a member of the American Planning Association and the Planners Association of Washington. Mona is passionate about building relationships within the city, as well as with local businesses and community members.

A full and open recruitment process was completed and out a field of 15 applicants, Mona was recommended unanimously by the selection committee made up of community representatives, colleagues, and elected officials.

Analysis*

This action will confirm the Mayors selection of Mona Davis as the Community Development/Economic Development Director position.

Budgetary Status*

Funds have already been authorized in this year's budget.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
-----------------------	-----------------	-------------------------

Budget Summary

Fiscal Impact Screenshot



Proclamation

WHEREAS, the City of Snoqualmie recognizes and values the vital role that small businesses play in the economic vitality, cultural richness, and overall well-being of our community; and

WHEREAS, small businesses are the foundation of our local economy, providing jobs, fostering innovation, and contributing to the unique character of Snoqualmie; and

WHEREAS, the entrepreneurial spirit and dedication of our small business owners and operators are essential to the continued growth and prosperity of our city; and

WHEREAS, National Small Business Week provides an opportunity for residents and visitors to shop local, patronize our community businesses, and recognize the importance of small businesses to our vibrant and thriving city; and

WHEREAS, the City of Snoqualmie supports and joins this national effort to recognize the contributions of small businesses to the local and American economy and their importance to ensuring that our local communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE I, Katherine Ross, Mayor of City of Snoqualmie do hereby proclaim May 4th through May 10th, 2025, as:

SMALL BUSINESS WEEK

in the City of Snoqualmie, Washington, and I urge all residents to support and celebrate the contributions of our local small businesses.

Katherine Ross, Mayor

Proclamation No. 25-07





CITY COUNCIL ROUNDTABLE MEETING MINUTES CITY COUNCIL REGULAR MEETING MINUTES APRIL 14, 2025

ROUNDTABLE MEETING

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

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

Mayor Katherine Ross was also present.

City Staff: Mike Chambless, City Administrator; Dena Burke, City Attorney; Deana Dean, City Clerk; Danna McCall, Communications Coordinator; Jeff Hamlin, Parks & Public Works Director; Fletcher Lacroix, IT Director; Dylan Gamble, CIP Manager; Andrew Jongekryg, IT Support; and Kim Pratt, legal counsel for the city.

AGENDA APPROVAL - It was moved by CM Holloway; seconded by CM Christensen to approve the agenda which was passed unanimously.

SPECIAL BUSINESS

1. Petition for Vacation of Certain Right-of-Way.

Public Hearing opened at 6:03 pm.

- Johnny Jones of Seattle inquired about the subject property.

Public Hearing closed at 6:06 pm.

This item was introduced by City Attorney Dena Burke.

Steve DeShazo, In-House Counsel for Petitioner, provided testimony which began at 6:08 pm.

Dean Williams, Counsel for Petitioner, provided additional testimony.

Counsel Q&A began at 6:20 pm and was extended an additional five minutes.

Kim Pratt, Counsel for the City, provided testimony which began at 6:36 pm.

Counsel Q&A began at 6:46 pm.

This matter will reconvene on April 28, 2025, at 6:00 pm. Counsel for the City will have four minutes eighteen seconds plus an additional five minutes – same as was given to Petitioner.

ADJOURNMENT - The roundtable meeting ended at 6:53 pm.

REGULAR MEETING

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

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

Mayor Katherine Ross was also present.

City Staff: Mike Chambless, City Administrator; Dena Burke, City Attorney; Deana Dean, City Clerk; Jeff Hamlin, Parks & Public Works Director; Drew Bouta, Finance Director; Fletcher Lacroix, IT Director; Mike Bailey, Fire Chief; Gary Horejsi, Interim Police Chief; Mona Davis, Interim Community Development Director/Senior Planner; Dylan Gamble, CIP Manager; Danna McCall, Communications Coordinator; Janna Walker, Budget Manager; and Andrew Jongekryg, IT Support.

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

AGENDA APPROVAL

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

Approve the agenda as amended.

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

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

Amend the agenda, removing the first Executive Session.

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

PUBLIC HEARINGS, PRESENTATIONS, PROCLAMATIONS, AND APPOINTMENTS

Appointments

2. **AB25-052:** Appointment to the Parks & Events Commission. This item was introduced by Mayor Ross. Rene Price appeared in person.

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

Confirm the Mayor's recommendation to appoint Rene Price to the Parks & Events Commission.

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

Proclamations

3. **25-05:** Volunteer Appreciation Week. Proclamation read into the record by Mayor Ross. The city will be celebrating its volunteers at a Volunteer Appreciation Event on Wednesday April 30, 2025, at 5:30 pm at Meadowbrook Interpretive Center.
4. **25-06:** Arbor Day. Proclamation read into the record by Mayor Ross. The city will be celebrating Arbor Day on Saturday April 26, 2025, from 10:00 am to 2:00 pm at Centennial Fields.

Presentations

5. **State of the City.** A video narrated by Mayor Ross was shown which outlined the accomplishments of the city as well as goals for 2025.

PUBLIC COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA

CONSENT AGENDA

6. Approve the City Council Meeting Minutes dated March 18, 2025, March 24, 2025, March 28, 2025, and April 7, 2025.
7. Approve the Claims Report dated April 14, 2025.

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

Approve the consent agenda.

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

ORDINANCES

8. **AB25-003:** Amending Utility Rates for Years 2025-2030. Introduction read into the record by CM Benson. Council comments and questions followed. Information provided by CIP Manager Dylan Gamble.

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

Approve Ordinance 1303 amending the City of Snoqualmie Utility Rates for the years of 2025-2030.

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

Table this item until an interim FCS report is available.

PASSED: 6-1 (Benson, Wotton, Holloway, Washington, Christensen, Johnson)(Nay: Cotton)

COMMITTEE REPORTS

Public Safety Committee: There was no report.

Community Development Committee:

9. **AB25-051:** Hailstone Trust Property Acquisition. Introduction read into the record by CM Washington. Council questions answered by Budget Manager Janna Walker and Interim Community Development Director Mona Davis.

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

Adopt Resolution 1712 approving a Purchase and Sale Agreement for Parcel No. 784920-0455 and authorizing the Mayor to sign.

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

Parks & Public Works Committee:

10. **AB25-048:** Awarding the Reclaimed Water Distribution System Improvements. Introduction read into the record by CM Benson. Parks & Public Works Director Jeff Hamlin and CIP Manager Dylan Gamble answered Council questions.

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

Approve Resolution 1713 awarding the Reclaimed Water Distribution System Improvements to Prospect Construction, Inc. and authorize the Mayor to sign.

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

11. **AB25-049:** On-Call Water & Sewer Design Services. Introduction read into the record by CM Benson. Additional information provided by Parks & Public Works Director Jeff Hamlin.

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

Approve Resolution 1714 selecting RH2 for on-call water & sewer design services.

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

12. **AB25-050:** Amendment for Water Reclamation Facility Phase 3 Services During Construction. Introduction read into the record by CM Benson. Parks & Public Works Director Jeff Hamlin answered Council questions.

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

Approve Amendment No. 4 to the agreement with RH2 Engineering for services during construction.

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

Finance & Administration Committee: CM Holloway noted there have been discussions at the Council Retreat and Finance & Administration Committee for more community engagement and Council participation. He encouraged Councilmembers to attend the upcoming events including the Easter Egg Hunt and Arbor Day Event.

Committee of the Whole: CM Holloway led the discussion regarding North Bend.

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

Advise NB that we would support SNOPAC meetings with a frequency of once a month if they so choose or every other month, under the existing ILA.

PASSED (Under modified motion: Advise NB that we would support SNOPAC meetings with a frequency of most likely every other month, as described in the proposed ILA.) 7-0 (Benson, Wotton, Holloway, Washington, Cotton, Christensen, Johnson)

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

To suspend Council Rules and add SNOPAC to the agenda.

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

It was moved by CM Johnson, CM Holloway to:

Modify motion to say as described in proposed ILA.

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

REPORTS

13. Mayor's Report:

- Emergency Proclamation 24-23 was rescinded on March 31, 2025.
- North Bend City Council will be discussing scoring of the RFPs with staff on April 15, 2025. The council was encouraged to attend.
- The mayor attended a WSDOT SR 18 meeting and provided an update.
- The city submitted its application for King County Parks Levy for Aquatics Grant which included several letters of support.

14. Commission/Committee Liaison Reports:

- CM Cotton provided updates on Snoqualmie Valley Health.
- CM Christensen provided an update on Sound Cities Association (SCA) and Downtown Merchants meetings.
- CM Wotton provided updates on the Affordable Workforce Housing RFQ, Mustard Seed senior housing, and SnoValley Innovation Center.
- CM Johnson provided an update on the Planning Commission.

15. Department Reports for the month of March 2025. This item was reviewed by City Administrator Mike Chambless.

EXECUTIVE SESSION

16. Executive Session pursuant to RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency lasting approximately 15 minutes.

At 9:20 pm, Council took a 5-minute break and then went into Executive Session which was expected to last until 9:40 pm. No action was anticipated following the Executive Session and recording of the meeting ceased.

ADJOURNMENT

The meeting was adjourned at 9:40 pm.

CITY OF SNOQUALMIE

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk



Drew Bouta, Director of Finance

38624 SE River St. | PO Box 987

Snoqualmie, Washington 98065

(425) 888-1555 | dbouta@snoqualmiewa.gov

To: City Council
Finance & Administration Committee

From: Drew Bouta, Director of Finance

Date: April 28, 2025

Subject: CLAIMS REPORT
Approval of payments for the period: April 1, 2025 through April 15, 2025

BACKGROUND

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

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

ANALYSIS

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

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

The foregoing amounts were budgeted in the 2025-2026 biennial budget, and sufficient funds are available to cover these payments, as appropriate. Details pertaining to the individual vendor payments are available in documentation provided for the Finance & Administration Committee and subsequent City Council review by accessing the following link on the city website: [Claims Report](#)

[illegible]

MISCELLANEOUS DISBURSEMENTS			
Date	Description	ACH Amount	Wire Amount
4/1/2025	Merchant Card Fees - Bluefin	\$ 8,786.74	\$ 8,786.74
4/1/2025	Navia Benefits Solutions	\$ 1,458.37	\$ 1,458.37
4/1/2025	Navia Benefits Solutions	\$ 12,199.20	\$ 12,199.20
4/2/2025	Merchant Card Fees - Bankcard	\$ 181.07	\$ 181.07
4/2/2025	Merchant Card Fees - Merchant Transact	\$ 774.37	\$ 774.37
4/2/2025	Merchant Card Fees - Tyler Munis	\$ 55.60	\$ 55.60
4/3/2025	Merchant Card Fees - Fiserv Merchant	\$ 51.85	\$ 51.85
4/3/2025	One new Firefighter VEBA HRA Plan Contribution	\$ 3,283.50	\$ 3,283.50
4/7/2025	Merchant Card Fees - American Express Tyler Munis	\$ 1.18	\$ 1.18
4/7/2025	Merchant Card Fees - American Express	\$ 1,061.45	\$ 1,061.45
4/8/2025	Navia Benefits Solutions	\$ 9,045.98	\$ 9,045.98
4/15/2025	Navia Benefits Solutions	\$ 416.67	\$ 416.67
4/15/2025	Navia Benefits Solutions	\$ 931.20	\$ 931.20
4/15/2025	Navia Benefits Solutions	\$ 12,171.26	\$ 12,171.26
			-
		Grand Total	50,418.44

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

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City of Snoqualmie

Claims presented to the City to be paid in the amount of \$767,917.99

For claims warrants numbered 84308 through 84356 & dated 4/3/2025

VENDOR NAME	ORG	ACCOUNT	ACCOUNT DESC	YEAR	PERIOD	TYPE	STATUS	AMOUNT	CHECK NO	INVOICE #	FULL DESC	INVOICE DATE	CHECK DATE
AMZONCAP	COU51160	COU51160 531000	Office Supplies	2025	3	INV	Paid	127.53	84308	1MK1-RJ1-K-WX1N	Staff name plates for Council Chambers	3/19/2025	4/3/2025
AMZONCAP	EXE51310	EXE51310 531000	Office Supplies	2025	3	INV	Paid	6.51	84308	1CLW-WP6N-KLKT	Tab dividers for 3 ring notebook for Mayor	3/12/2025	4/3/2025
AMZONCAP	EXE51310	EXE51310 531000	Office Supplies	2025	3	INV	Paid	43.67	84308	1P77-CR4M-M1GW	Exhibit tabs for Mayor's 3 ring notebooks	3/12/2025	4/3/2025
AMZONCAP	EXE51310	EXE51310 531000	Office Supplies	2025	3	INV	Paid	26.82	84308	1PIR-7Y76-LRH9	Tab dividers for 3 ring notebook for Mayor	3/12/2025	4/3/2025
AMZONCAP	FIR52220	FIR52220 531051	Personal Protective Equipment	2025	3	INV	Paid	75.96	84308	1Y3V-W9HG-74DX	Reflective vest	3/11/2025	4/3/2025
AMZONCAP	FIR52220	FIR52220 531340	Custodial & Cleaning Supplies	2025	3	INV	Paid	89.98	84308	16CV-346T-6RVN	Air fresh, dish detergent, soap, TP	3/11/2025	4/3/2025
AMZONCAP	FIR52250	FIR52250 535210	Office Furnishings	2025	3	INV	Paid	32.75	84308	1X1P-3Q93-JCCK	Side Table- Emergency Mgt furniture	3/12/2025	4/3/2025
AMZONCAP	POL52122	POL52122 531000	Office Supplies	2025	3	INV	Paid	19.04	84308	1NQV-H1P7-KGYF	Clipboards	3/12/2025	4/3/2025
AMZONCAP	POL52122	POL52122 531820	Info Tech Components	2025	3	INV	Paid	40.39	84308	1DXX-DF6P-N7WV	Samsung Galax S24FE cell phone case L.T. Liebetrau	3/18/2025	4/3/2025
AMZONCAP	POL52122	POL52122 531910	Operating Supplies	2025	3	INV	Paid	53.50	84308	13K6-6HWJ-LH3C	Child booster & infant/toddler car seat	3/12/2025	4/3/2025
AMZONCAP	STR54264	STR54264 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	125.58	84308	1R4D-RVTG-KTQ6	Solar charge controller for speed trailer J. Weiss	3/12/2025	4/3/2025
AMZONCAP	01452122	01452122 531910	Operating Supplies	2025	3	INV	Paid	53.50	84308	13K6-6HWJ-LH3C	Child booster & infant/toddler car seat	3/12/2025	4/3/2025
AMZONCAP	40153481	40153481 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	375.02	84308	1VD3-MLQJ-V9X4	Fluke clamp multimeter	3/13/2025	4/3/2025
ASPECT	41739434	41739434 541070	Source of Supply - Studies & I	2025	3	INV	Paid	45,127.00	84309	617572	ASR analysis and feasibility study svcs to 2/28/25	3/17/2025	4/3/2025
AWC	POL52140	POL52140 543000	Training & Travel	2025	3	INV	Paid	600.00	84310	158731	AWC Labor Relations InstTraining 2025 G. Horejsi	3/5/2025	4/3/2025
B&H Photo-Video	50251881	50251881 531820	Info Tech Components	2025	3	INV	Paid	2,536.80	84311	232338634	18" Council Chambers replacement mics	3/9/2025	4/3/2025
CENLINK	50251888	50251888 542000	Telephone Service	2025	3	INV	Paid	107.02	84312	333555664 3/25	Snoq. Police/Dispatch land line- Mar 9-Apr 8	3/9/2025	4/3/2025
CLAW	41739434	41739434 541000	Professional Svcs - General	2025	3	INV	Paid	1,580.00	84313	50230	Legal svcs to support water rights negot. w/ ECY	3/13/2025	4/3/2025
CORPPAY	00030010	00030010 543000	Training & Travel	2025	3	INV	Paid	900.00	84314	3/25 KJ	AWC LRI Conference: Sam Brumfield and Kim Johnson	3/21/2025	4/3/2025
CORPPAY	COM55720	COM55720 549200	Dues-Subscriptions-Memberships	2025	3	INV	Paid	91.72	84314	3/25 DM	City Credit Card D. McCall	3/21/2025	4/3/2025
CORPPAY	COU51160	COU51160 543000	Training & Travel	2025	3	INV	Paid	55.00	84314	3/25 NW	City Credit Card N. Wiebe	3/21/2025	4/3/2025
CORPPAY	EMG52560	EMG52560 542900	Misc Communications Expense	2025	3	INV	Paid	310.81	84314	3/25 JR	City Credit Card J. Rellamas	3/21/2025	4/3/2025
CORPPAY	EVE57120	EVE57120 523300	Reimb - Dues, Licenses & Cert	2025	3	INV	Paid	214.60	84314	3/25 JH	City Credit Card J. Hamlin	3/21/2025	4/3/2025
CORPPAY	EVE57120	EVE57120 531900	Miscellaneous Supplies	2025	3	INV	Paid	162.23	84314	3/25 NW	City Credit Card N. Wiebe	3/21/2025	4/3/2025
CORPPAY	EVE57120	EVE57120 543000	Training & Travel	2025	3	INV	Paid	198.00	84314	3/25 JH	City Credit Card J. Hamlin	3/21/2025	4/3/2025
CORPPAY	EXE51310	EXE51310 531910	Operating Supplies	2025	3	INV	Paid	4.95	84314	3/25 NW	City Credit Card N. Wiebe	3/21/2025	4/3/2025
CORPPAY	EXE51310	EXE51310 543000	Training & Travel	2025	3	INV	Paid	261.94	84314	3/25 KR	City Credit Card K. Ross	3/21/2025	4/3/2025
CORPPAY	EXE51310	EXE51310 543000	Training & Travel	2025	3	INV	Paid	55.00	84314	3/25 NW	City Credit Card N. Wiebe	3/21/2025	4/3/2025
CORPPAY	EXE51310	EXE51310 549100	City-Sponsored Expenses	2025	3	INV	Paid	275.20	84314	3/25 DD	City Credit Card D. Dean	3/21/2025	4/3/2025
CORPPAY	FIR52210	FIR52210 531000	Office Supplies	2025	3	INV	Paid	20.68	84314	3/25 JR	City Credit Card J. Rellamas	3/21/2025	4/3/2025
CORPPAY	FIR52220	FIR52220 531050	Uniforms	2025	3	INV	Paid	25.28	84314	3/25 CB	City Credit Card C. Brown	3/21/2025	4/3/2025
CORPPAY	FIR52245	FIR52245 543000	Training & Travel	2025	3	INV	Paid	547.15	84314	3/25 CB	City Credit Card C. Brown	3/21/2025	4/3/2025
CORPPAY	FIR52245	FIR52245 543000	Training & Travel	2025	3	INV	Paid	103.63	84314	3/25 MB	City Credit Card M. Bailey	3/21/2025	4/3/2025
CORPPAY	FIR52250	FIR52250 531301	Repair Parts	2025	3	INV	Paid	7.89	84314	3/25 MB	City Credit Card M. Bailey	3/21/2025	4/3/2025
CORPPAY	LEG51531	LEG51531 543000	Training & Travel	2025	3	INV	Paid	1,473.81	84314	3/25 DB	City Credit Card D. Burke	3/21/2025	4/3/2025
CORPPAY	NON57390	NON57390 549100	City-Sponsored Expenses	2025	3	INV	Paid	1,510.90	84314	3/25 NW	City Credit Card N. Wiebe	3/21/2025	4/3/2025
CORPPAY	PKF57680	PKF57680 543000	Training & Travel	2025	3	INV	Paid	1,549.94	84314	3/25 JH	City Credit Card J. Hamlin	3/21/2025	4/3/2025
CORPPAY	PKF57680	PKF57680 543000	Training & Travel	2025	3	INV	Paid	395.00	84314	3/25 JQ	City Credit Card J. Quade	3/21/2025	4/3/2025
CORPPAY	PLN55860	PLN55860 543000	Training & Travel	2025	3	CRM	Paid	-848.00	84314	3/25 EA	Refund for APA Conference Registration	3/21/2025	4/3/2025
CORPPAY	PLN55860	PLN55860 549100	City-Sponsored Expenses	2025	3	INV	Paid	235.20	84314	3/25 Comm Dev	City Credit Card Comm Dev	3/21/2025	4/3/2025
CORPPAY	POL52110	POL52110 541000	Professional Svcs - General	2025	3	INV	Paid	68.33	84314	3/25 GH	City Credit Card G. Horejsi	3/21/2025	4/3/2025
CORPPAY	POL52110	POL52110 542300	Postage & Freight	2025	3	INV	Paid	7.73	84314	3/25 ML	City Credit Card M. Liebetrau	3/21/2025	4/3/2025
CORPPAY	POL52110	POL52110 549200	Dues-Subscriptions-Memberships	2025	3	INV	Paid	50.00	84314	3/25 M Black	City Credit Card M. Black	3/21/2025	4/3/2025
CORPPAY	POL52122	POL52122 531000	Office Supplies	2025	3	INV	Paid	34.67	84314	3/25 ML	City Credit Card M. Liebetrau	3/21/2025	4/3/2025
CORPPAY	POL52122	POL52122 531050	Uniforms & Protective Gear	2025	3	INV	Paid	41.94	84314	3/25 ML	City Credit Card M. Liebetrau	3/21/2025	4/3/2025
CORPPAY	POL52122	POL52122 531910	Operating Supplies	2025	3	INV	Paid	400.77	84314	3/25 GH	City Credit Card G. Horejsi	3/21/2025	4/3/2025
CORPPAY	POL52122	POL52122 541000	Professional Svcs - General	2025	3	INV	Paid	20.15	84314	3/25 GH	City Credit Card G. Horejsi	3/21/2025	4/3/2025
CORPPAY	POL52122	POL52122 541000	Professional Svcs - General	2025	3	INV	Paid	3.49	84314	3/25 M Black	City Credit Card M. Black	3/21/2025	4/3/2025
CORPPAY	POL52131	POL52131 543000	Training & Travel	2025	3	INV	Paid	500.00	84314	3/25 ML	City Credit Card M. Liebetrau	3/21/2025	4/3/2025
CORPPAY	POL52150	POL52150 535400	Police Firearms & Weapons	2025	3	INV	Paid	408.50	84314	3/25 M Black	City Credit Card M. Black	3/21/2025	4/3/2025
CORPPAY	01452110	01452110 549100	City-Sponsored Expenses	2025	3	INV	Paid	62.89	84314	3/25 M Black	City Credit Card M. Black	3/21/2025	4/3/2025
CORPPAY	01452110	01452110 549100	City-Sponsored Expenses	2025	3	INV	Paid	53.65	84314	3/25 ML	City Credit Card M. Liebetrau	3/21/2025	4/3/2025
CORPPAY	01452122	01452122 531050	Uniforms & Protective Gear	2025	3	INV	Paid	41.94	84314	3/25 ML	City Credit Card M. Liebetrau	3/21/2025	4/3/2025
CORPPAY	01452140	01452140 543000	Training & Travel	2025	3	INV	Paid	622.00	84314	3/25 M Black	City Credit Card M. Black	3/21/2025	4/3/2025
CORPPAY	01452150	01452150 535400	Police Firearms & Weapons	2025	3	INV	Paid	408.49	84314	3/25 M Black	City Credit Card M. Black	3/21/2025	4/3/2025
CORPPAY	31126050	31126050 541073	C Pk Sprayground - Design	2025	3	INV	Paid	486.00	84314	3/25 JQ	City Credit Card J. Quade	3/21/2025	4/3/2025

CORPPAY	40153410	40153410 523300	Reimb - Dues, Licenses & Cert	2025	3	INV	Paid	138.00	84314 3/25 JQ	City Credit Card J. Quade	3/21/2025	4/3/2025
CORPPAY	40353190	40353190 523300	Reimb - Dues, Licenses & Cert	2025	3	INV	Paid	103.00	84314 3/25 JQ	City Credit Card J. Quade	3/21/2025	4/3/2025
CORPPAY	41134100	41134100 541060	Eagle Lake Reclam Design	2025	3	INV	Paid	443.69	84314 3/25 JQ	City Credit Card J. Quade	3/21/2025	4/3/2025
CORPPAY	50251881	50251881 548860	Hardware-Software Maintenance	2025	3	INV	Paid	553.94	84314 3/25 IT	City Credit Card IT Dept.	3/21/2025	4/3/2025
CORPPAY	50251888	50251888 541030	Info Tech Services	2025	3	INV	Paid	848.65	84314 3/25 IT	City Credit Card IT Dept.	3/21/2025	4/3/2025
CORPPAY	50251888	50251888 543000	Training & Travel	2025	3	INV	Paid	779.84	84314 3/25 FL	City Credit Card F. Lacroix	3/21/2025	4/3/2025
CRIMINAL	POL52140	POL52140 543000	Training & Travel	2025	3	INV	Paid	150.00	84315 201140721	A. Gutwein Investigations Training	3/4/2025	4/3/2025
GRAINGER	40153481	40153481 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	144.96	84316 9430271420	Two box end wrenches	3/6/2025	4/3/2025
GRAINGER	40253580	40253580 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	62.33	84316 9426495991	Replacement gauge for blower kaiser	3/4/2025	4/3/2025
GRAINGER	40253580	40253580 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	270.38	84316 9427062394	Key box for front door & rodent deterrents	3/4/2025	4/3/2025
GRAINGER	40253580	40253580 531340	Custodial & Cleaning Supplies	2025	3	INV	Paid	232.46	84316 9415869420	custodial suppl/batteries for light, other devices	2/21/2025	4/3/2025
GRAINGER	40253580	40253580 531340	Custodial & Cleaning Supplies	2025	3	INV	Paid	608.62	84316 9426495983	Rodent baiting stations for buildings onsite	3/4/2025	4/3/2025
GRAINGER	40253580	40253580 531340	Custodial & Cleaning Supplies	2025	3	INV	Paid	206.14	84316 9427062394	Key box for front door & rodent deterrents	3/4/2025	4/3/2025
GRAINGER	40253580	40253580 531910	Operating Supplies	2025	3	INV	Paid	289.28	84316 9415869420	custodial suppl/batteries for light, other devices	2/21/2025	4/3/2025
GRAINGER	40253580	40253580 531910	Operating Supplies	2025	3	INV	Paid	264.38	84316 9427062386	Tools assigned to staff- flashlights/batteries	3/4/2025	4/3/2025
GRAINGER	40353130	40353130 535900	Small Tools & Equipment	2025	3	INV	Paid	289.39	84316 9428671029	Milwaukee inspection camera	3/5/2025	4/3/2025
Gretchen Garrett	EXE51310	EXE51310 543000	Training & Travel	2025	3	INV	Paid	845.60	84317 RE G Garrett 3-25	Reimb. G. Garrett travel, lodging- Conf. 3/18-3/21	3/24/2025	4/3/2025
HD Fowler	40153481	40153481 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	6,186.63	84318 I6950023	Hydrant storz caps	3/14/2025	4/3/2025
K12 Installs	50222340	50222340 223400	Const Contract Retainage	2025	3	INV	Paid	-1,103.13	84319 1948	WiFi Install for City Buildings	2/14/2025	4/3/2025
K12 Installs	50222340	50222340 223400	Const Contract Retainage	2025	3	INV	Paid	1,103.13	84319 1949	10% Retainage for WiFi Install	2/14/2025	4/3/2025
K12 Installs	50251888	50251888 541030	Info Tech Services	2025	3	INV	Paid	12,046.18	84319 1948	WiFi Install for City Buildings	2/14/2025	4/3/2025
KC 710	40253510	40253510 548270	License & Permit Fees	2025	3	INV	Paid	704.00	84320 35007685	Collections system permit fees for KC inspections	3/14/2025	4/3/2025
Kissler	40253580	40253580 548000	Repair & Maintenance Services	2025	3	INV	Paid	2,282.19	84321 11582	Biosolids transport to BUF	3/11/2025	4/3/2025
Lakeside Ind	STR54230	STR54230 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	288.37	84322 305878	Asphalt	3/8/2025	4/3/2025
LAWSONPR	40253580	40253580 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	83.30	84323 9312276679	Stock supplies for repairs	3/3/2025	4/3/2025
LEXIPOL	00000030	00000030 388300	Error Correction	2025	3	INV	Paid	-7,126.54	84324 INVLEX11239067	Law Enf. Policy Mnual &Trng Bullitin subscp 9/1/24	8/1/2024	4/3/2025
LEXIPOL	POL52110	POL52110 549200	Dues-Subscriptions-Memberships	2025	3	INV	Paid	8,241.56	84324 INVLEX11239067	Law Enf. Policy Mnual &Trng Bullitin subscp 9/1/24	8/1/2024	4/3/2025
LNCS	FIR52220	FIR52220 531051	Personal Protective Equipment	2025	3	INV	Paid	1,002.86	84325 INV925005	Structure boots	3/11/2025	4/3/2025
LNCS	FIR52220	FIR52220 531051	Personal Protective Equipment	2025	3	INV	Paid	312.91	84325 INV925572	INFERNO Gloves	3/12/2025	4/3/2025
LNCS	POL52122	POL52122 531050	Uniforms & Protective Gear	2025	3	INV	Paid	332.50	84325 INV923914	Softshell fleece jackets w/ embroidery	3/7/2025	4/3/2025
LNCS	POL52122	POL52122 531050	Uniforms & Protective Gear	2025	3	INV	Paid	1,028.06	84325 INV925136	D. Buergi Duty Gear	3/11/2025	4/3/2025
LNCS	POL52122	POL52122 531050	Uniforms & Protective Gear	2025	3	INV	Paid	311.11	84325 INV925699	Patrol boots- D. Buergi	3/12/2025	4/3/2025
LNCS	01452122	01452122 531050	Uniforms & Protective Gear	2025	3	INV	Paid	332.50	84325 INV923914	Softshell fleece jackets w/ embroidery	3/7/2025	4/3/2025
Manuf Repair & Over	40153481	40153481 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	215.00	84326 0167874	DC current transducer	3/13/2025	4/3/2025
Manuf Repair & Over	40153481	40153481 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	299.00	84326 0167875	Relay and power module	3/13/2025	4/3/2025
Mike Chambless	EXE51310	EXE51310 543000	Training & Travel	2025	3	INV	Paid	1,574.83	84327 RE M Chambless 3/25	Reimb. M. Chambless WCMA Conf expenses 3/18-3/21	3/25/2025	4/3/2025
Minuteman Press	40353190	40353190 549300	Printing	2025	3	INV	Paid	90.18	84328 94607	GS Event Inserts	3/4/2025	4/3/2025
MONROECC	40353130	40353130 548000	Repair & Maintenance Services	2025	3	INV	Paid	734.59	84329 MCC2502.0038	Stormwater pond vegetation maint., fence repair	3/5/2025	4/3/2025
MOTOROLA	POL52140	POL52140 543000	Training & Travel	2025	3	INV	Paid	1,150.00	84330 SMT25-17012025-0045	M. Black Public Safety Users conf. 5/12-5/15 2025	1/17/2025	4/3/2025
MOTOROLA	POL52140	POL52140 543000	Training & Travel	2025	3	INV	Paid	1,150.00	84330 SMT25-17012025-0046	J. Weiss Public Safety Users conf. 5/12-5/15 2025	1/17/2025	4/3/2025
MOTOROLA	01452140	01452140 543000	Training & Travel	2025	3	INV	Paid	1,150.00	84330 SMT25-06022025-0524	S. Tye Public Safety Users conf. 5/12-5/15 2025	2/6/2025	4/3/2025
National Testing Ntw	FIR52220	FIR52220 541000	Professional Svcs - General	2025	3	INV	Paid	985.00	84331 17887	Backgrnd investg on new FF candidate (Ocegueda)	3/14/2025	4/3/2025
Natural Selection	40000180	40000180 388300	Error Correction	2025	3	CRM	Paid	-2,609.77	84332 7913	Biosolids BUF- credit for tax charged- 2024 invcs	3/14/2025	4/3/2025
Natural Selection	40253580	40253580 548000	Repair & Maintenance Services	2025	3	INV	Paid	2,239.30	84332 7770	Biosolids- Beneficial Use Facility tipping fee	10/31/2024	4/3/2025
Natural Selection	40253580	40253580 548000	Repair & Maintenance Services	2025	3	INV	Paid	6,409.95	84332 7858	Biosolids- Beneficial Use Facility tipping fee	1/14/2025	4/3/2025
NB CHEVY	50154868	50154868 531400	Tires	2025	3	INV	Paid	1,069.18	84333 14506	Replacement tires #101 police pickup	3/19/2025	4/3/2025
NRS	FIR52250	FIR52250 548000	Repair & Maintenance Services	2025	3	INV	Paid	87.36	84334 1690148	Leak & testing/patching/repair service	2/26/2025	4/3/2025
Perteet Eng	PLN55861	PLN55861 541040	Engineering Services	2025	3	INV	Paid	4,760.00	84335 20220203.0000-16	Snoqualmie Transport. & Envir. Comp Plan update	9/9/2024	4/3/2025
PLATT	40153481	40153481 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	274.28	84336 6C11103	Wall mount heater for canyon springs	3/12/2025	4/3/2025
PSE	FIR52250	FIR52250 547100	Electricity	2025	3	INV	Paid	3,045.03	84337 257959 3/25	Electricity	3/5/2025	4/3/2025
PSE	STR54263	STR54263 547100	Electricity	2025	3	INV	Paid	9,507.33	84337 001499 3/25 #2	Electricity	3/8/2025	4/3/2025
PSE	STR54263	STR54263 547100	Electricity	2025	3	INV	Paid	26.45	84337 943807 3/25	Electricity	3/14/2025	4/3/2025
PSE	40253565	40253565 547100	Electricity	2025	3	INV	Paid	36,670.33	84337 010656 3/25	Electricity	3/8/2025	4/3/2025
PSE	40253580	40253580 547100	Electricity	2025	3	INV	Paid	137.45	84337 010656 3/25	Electricity	3/8/2025	4/3/2025
PSRFA	FIR52245	FIR52245 543000	Training & Travel	2025	3	INV	Paid	11,015.28	84338 13030	1st installment of trng consortium fee Jan-June	3/10/2025	4/3/2025
ROBERT HALF	FIR51423	FIR51423 541190	Temporary Agency Personnel	2025	3	INV	Paid	2,732.40	84339 64760412	M. Barnett- Payroll Specialist Support	3/18/2025	4/3/2025
SEATIMES	CLK51420	CLK51420 541320	Legal Notices	2025	3	INV	Paid	57.50	84340 88599	Ordinance 1294	11/18/2024	4/3/2025
SEATIMES	CLK51420	CLK51420 541320	Legal Notices	2025	3	INV	Paid	336.60	84340 94490	Petition to vacate ROW-Isola	3/21/2025	4/3/2025
SEATIMES	PLN55860	PLN55860 541390	Advertising, Legal Notices etc	2025	3	INV	Paid	215.00	84340 88868	The critical areas Code provisions in SMC 19.12	11/21/2024	4/3/2025
SONSRAY	50154868	50154868 531301	Repair Parts	2025	3	INV	Paid	2,078.33	84341 PSO176537-1	#226 case loader 321F pm filters	3/13/2025	4/3/2025
SW	50159448	50159448 564000	Fleet Vehicles & Equipment	2025	3	INV	Paid	549,464.42	84342 SOEV1077	Final Factory Inv for KME Custom Pumper Fire Truck	2/3/2025	4/3/2025

UFS/BART	40353190	40353190 541000	Professional Svcs - General	2025	3	INV	Paid	950.00	84343 2024-1537	Services for Pratt Street Project	10/25/2024	4/3/2025
ULINE	POL52150	POL52150 531310	Gun Range Supplies	2025	3	INV	Paid	283.68	84344 190068109	Clean mat w frame & replcmt pads for boot cleaning	3/7/2025	4/3/2025
ULINE	40153481	40153481 531050	Uniforms & Protective Gear	2025	3	INV	Paid	301.30	84344 190083998	Safety glasses	3/7/2025	4/3/2025
ULINE	40353130	40353130 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	634.50	84344 189571854	Oil absorbent sock, trash linere, gloves, brooms	2/24/2025	4/3/2025
UNITEDSI	PKF57680	PKF57680 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	536.30	84345 114-13314700	ADA wheelchair upgrades	8/23/2022	4/3/2025
UNITEDSI	40353130	40353130 548000	Repair & Maintenance Services	2025	3	INV	Paid	185.00	84345 INV-5156119	Portable toilet svc for DOC operations	2/28/2025	4/3/2025
US Postmaster	40153481	40153481 542300	Postage & Freight	2025	3	INV	Paid	692.99	84346 4/25 UB Postage	Utility Bill Mailing- March 2025 Bills	4/1/2025	4/3/2025
US Postmaster	40253580	40253580 542300	Postage & Freight	2025	3	INV	Paid	692.99	84346 4/25 UB Postage	Utility Bill Mailing- March 2025 Bills	4/1/2025	4/3/2025
US Postmaster	40353130	40353130 542300	Postage & Freight	2025	3	INV	Paid	692.99	84346 4/25 UB Postage	Utility Bill Mailing- March 2025 Bills	4/1/2025	4/3/2025
UULC	40153481	40153481 541000	Professional Svcs - General	2025	3	INV	Paid	88.70	84347 5020233	February 2025 locate fees	2/28/2025	4/3/2025
UULC	40253565	40253565 548000	Repair & Maintenance Services	2025	3	INV	Paid	79.25	84347 5020232	Collections system 811 service	2/28/2025	4/3/2025
VENTILAT	40253560	40253560 548801	Clean Sewer Collection System	2025	3	INV	Paid	1,496.59	84348 65257	Clean pipe- Salish Lodge	2/27/2025	4/3/2025
VERIZCS	50251888	50251888 542010	Cellular Telephone	2025	3	INV	Paid	7,348.93	84349 6108672925	Monthly Cellular Telephone Service	3/16/2025	4/3/2025
VERMEER	50154868	50154868 548000	Repair & Maintenance Services	2025	3	INV	Paid	2,761.85	84350 08112770	Vermeer chipper annual svc & Knife sharpening	1/31/2025	4/3/2025
Vimly Benefit Soluti	PLN55860	PLN55860 522200	Medical-Dental-Vision Benefits	2025	3	INV	Paid	1,620.27	84351 EA Apr-2025	COBRA Payment for E. Arteche: BSI: 360030214	3/26/2025	4/3/2025
Vimly Benefit Soluti	PLN55860	PLN55860 522200	Medical-Dental-Vision Benefits	2025	3	INV	Paid	1,620.27	84351 EA Mar-2025	COBRA Payment for E. Arteche: BSI: 360030214	3/13/2025	4/3/2025
Viva Capial Funding	POL52122	POL52122 541000	Professional Svcs - General	2025	3	INV	Paid	450.00	84352 ML-25030724395	Radar devices calibration	3/7/2025	4/3/2025
WASPC	POL52110	POL52110 549200	Dues-Subscriptions-Memberships	2025	3	INV	Paid	75.00	84353 DUES 2024-00722	Associate Dues- #607 G. Horejsi	9/30/2024	4/3/2025
WLACE	PKF57680	PKF57680 531050	Uniforms & Protective Gear	2025	3	INV	Paid	130.89	84354 15314308	Down Pour Jackets/Pant	2/10/2025	4/3/2025
WLACE	40153481	40153481 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	74.12	84354 15314573	Painting supplies	3/12/2025	4/3/2025
WLACE	40153481	40153481 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	2.61	84354 15314611	Glue	3/19/2025	4/3/2025
WLACE	40153481	40153481 531340	Custodial & Cleaning Supplies	2025	3	INV	Paid	25.92	84354 15314591	Cleaning supplies	3/14/2025	4/3/2025
WLACE	40253580	40253580 531500	Sewage Treatment Chemicals	2025	3	INV	Paid	392.74	84354 15314576	Chemicals for basin cleaning	3/12/2025	4/3/2025
WLACE	51051821	51051821 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	35.92	84354 15314590	City Hall office- D. Burke wall hanging & pictures	3/14/2025	4/3/2025
WLACE	51051821	51051821 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	23.98	84354 15314618	Replacement tape measures	3/19/2025	4/3/2025
WLACE	51051821	51051821 531300	Repair & Maintenance Supplies	2025	3	INV	Paid	26.15	84354 15314619	Clock batteries, drywall screw	3/20/2025	4/3/2025
WR&PA	PKF57680	PKF57680 549200	Dues-Subscriptions-Memberships	2025	3	INV	Paid	438.00	84355 10858	Yearly WA Rec Parks Assn membership dues	3/17/2025	4/3/2025
WR&PA	40353190	40353190 549200	Dues-Subscriptions-Memberships	2025	3	INV	Paid	437.00	84355 10858	Yearly WA Rec Parks Assn membership dues	3/17/2025	4/3/2025
WW -E	PKF57680	PKF57680 531050	Uniforms & Protective Gear	2025	3	INV	Paid	2,231.09	84356 INV2010015444	2024 work clothing purchase- Public Works	9/12/2024	4/3/2025
WW -E	PKF57680	PKF57680 531050	Uniforms & Protective Gear	2025	3	INV	Paid	1,579.20	84356 INV2010016146	2024 work clothing embroidery- Public Works	11/6/2024	4/3/2025
WW -E	40153481	40153481 531050	Uniforms & Protective Gear	2025	3	INV	Paid	2,491.76	84356 INV2010015444	2024 work clothing purchase- Public Works	9/12/2024	4/3/2025
WW -E	40153481	40153481 531050	Uniforms & Protective Gear	2025	3	INV	Paid	1,579.16	84356 INV2010016146	2024 work clothing embroidery- Public Works	11/6/2024	4/3/2025
WW -E	40253580	40253580 531050	Uniforms & Protective Gear	2025	3	INV	Paid	2,837.83	84356 INV2010015444	2024 work clothing purchase- Public Works	9/12/2024	4/3/2025
WW -E	40253580	40253580 531050	Uniforms & Protective Gear	2025	3	INV	Paid	1,801.66	84356 INV2010016146	2024 work clothing embroidery- Public Works	11/6/2024	4/3/2025
WW -E	40353190	40353190 531050	Uniforms & Protective Gear	2025	3	INV	Paid	1,165.55	84356 INV2010015444	2024 work clothing purchase- Public Works	9/12/2024	4/3/2025
WW -E	40353190	40353190 531050	Uniforms & Protective Gear	2025	3	INV	Paid	911.66	84356 INV2010016146	2024 work clothing embroidery- Public Works	11/6/2024	4/3/2025
WW -E	41759435	41759435 531050	Uniforms & Protective Gear	2025	3	INV	Paid	375.68	84356 INV2010015444	2024 work clothing purchase- Public Works	9/12/2024	4/3/2025
WW -E	41759435	41759435 531050	Uniforms & Protective Gear	2025	3	INV	Paid	310.91	84356 INV2010016146	2024 work clothing embroidery- Public Works	11/6/2024	4/3/2025
WW -E	50154868	50154868 531050	Uniforms & Protective Gear	2025	3	INV	Paid	942.53	84356 INV2010015444	2024 work clothing purchase- Public Works	9/12/2024	4/3/2025
WW -E	50154868	50154868 531050	Uniforms & Protective Gear	2025	3	INV	Paid	689.16	84356 INV2010016146	2024 work clothing embroidery- Public Works	11/6/2024	4/3/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$8,867.98

For claims warrants numbered 84357 through 84362 & dated 4/7/2025

SNOQ POLICE ASSN	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	INV	Paid	2,050.00	84360 Payroll 4/7/25	Assoc. Dues- Police	4/7/2025	4/7/2025
WSCFF	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	INV	Paid	1,125.00	84361 Payroll 4/7/25	Medical Expense Reimb. Program- Fire	4/7/2025	4/7/2025
WSPMT	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	INV	Paid	1,334.00	84362 Payroll 4/7/25	Long Term Disability- Police	4/7/2025	4/7/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$492,375.08

For claims warrants numbered 2025052 through 2025058 & dated 4/7/2025

NWFFT Trust	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	DIR	Paid	37,640.99	2025052 Payroll 4/7/25	Health Benefits- Fire	4/7/2025	4/7/2025
DORS	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	DIR	Paid	112,055.10	2025053 Payroll 4/7/25	DRS Pension/DCP	4/7/2025	4/7/2025
AFLAC	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	DIR	Paid	78.13	2025054 Payroll 4/7/25	Aflac insurance for one employee	4/7/2025	4/7/2025
ICMA - Mission Sq	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	DIR	Paid	6,160.22	2025055 Payroll 4/7/25	Deferred Compensation Program	4/7/2025	4/7/2025
Voya	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	DIR	Paid	225.00	2025056 Payroll 4/7/25	Deferred Compensation Program	4/7/2025	4/7/2025
DSHS	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	DIR	Paid	500.00	2025057 Payroll 4/7/25	Child Support	4/7/2025	4/7/2025
AWC Benefits	63123150	63123150 231500	Undistributed Payroll Deductns	2025	4	DIR	Paid	184,679.69	2025058 Payroll 4/7/25	Health/Disab Benefits	4/7/2025	4/7/2025

City of Snoqualmie

Claims presented to the City to be paid in the amount of \$193,488.77

For claims warrants numbered 84363 through 84429 & dated 4/10/2025

AMZONCAP	40153481	40153481 531000	Office Supplies	2025	4	INV	Paid	172.08	84363 1CR1-LXFM-C1VQ	Portable workstation	2/10/2025	4/10/2025
ARCHIVES	50251881	50251881 531800	Department Software	2025	4	INV	Paid	7,842.11	84364 322242	Social Media Archiving	1/1/2025	4/10/2025
ATWORK	51051821	51051821 548150	Landscaping Services	2025	4	INV	Paid	2,999.01	84365 PS-INV105891	Maintenance agreement-Facilities Jan 2025	1/31/2025	4/10/2025
Cadence Event Mgt	NON32290	NON32290 322900	Other Non-Bus Licenses-Permits	2025	4	INV	Paid	35.00	84366 1961	Refund for Special Event Permit	4/1/2025	4/10/2025
CARLSONC	PKF57680	PKF57680 548000	Repair & Maintenance Services	2025	4	INV	Paid	4,149.60	84367 33422	Log Pavilion Roof repair	2/24/2025	4/10/2025
Central Welding	FIR52220	FIR52220 531910	Operating Supplies	2025	4	INV	Paid	168.59	84368 0002342822	Oxygen USP Gas/Hazmat charge	3/31/2025	4/10/2025
Chinook Lumber	PKF57680	PKF57680 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	254.31	84369 2097956	Restroom building repairs	3/21/2025	4/10/2025
Chinook Lumber	PKF57680	PKF57680 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	152.91	84369 2097959	Restroom building repairs	3/21/2025	4/10/2025
Chinook Lumber	40353130	40353130 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	1,061.11	84369 2098639	Cedar split rail fence line post & fence	3/25/2025	4/10/2025
City Wide	51240010	51240010 548200	Custodial & Cleaning Services	2025	4	INV	Paid	4,998.60	84370 STI015000158	Custodial services for the month of March 2025	3/26/2025	4/10/2025
CIVICPLU	50251881	50251881 531800	Department Software	2025	4	INV	Paid	15,893.56	84371 327900	City Website - Annual Hosting and Maintenance	3/31/2025	4/10/2025
Clean Harbors Envr	40353140	40353140 548000	Repair & Maintenance Services	2025	4	INV	Paid	2,506.73	84372 1005372452	Illicit discharge emergency cleanup	2/26/2025	4/10/2025
COB	50251882	50251882 549900	ePlan Fees (eCityGov)	2025	4	INV	Paid	2,259.52	84373 52087	Q1 2025 MBP Subscription	4/2/2025	4/10/2025
COMP PD	POL52122	POL52122 531000	Office Supplies	2025	4	INV	Paid	50.59	84374 2342659-0	Copier paper, PT, bath tissue, wipes	3/21/2025	4/10/2025
COMP PD	POL52122	POL52122 531340	Custodial & Cleaning Supplies	2025	4	INV	Paid	298.25	84374 2342659-0	Copier paper, PT, bath tissue, wipes	3/21/2025	4/10/2025
COPIERS NW	STR54264	STR54264 545200	Rent - Sign Laminator	2025	4	INV	Paid	35.48	84375 INV2946094	Plotter/Laminator Lease	1/16/2025	4/10/2025
COPIERS NW	STR54264	STR54264 545200	Rent - Sign Laminator	2025	4	INV	Paid	35.87	84375 INV2962090	Plotter/Laminator Lease	2/18/2025	4/10/2025
COPIERS NW	STR54264	STR54264 545200	Rent - Sign Laminator	2025	4	INV	Paid	35.87	84375 INV2976396	Plotter/Laminator Lease	3/18/2025	4/10/2025
COPIERS NW	STR59142	STR59142 577002	Plotter/Laminator Lease	2025	4	INV	Paid	389.90	84375 INV2946094	Plotter/Laminator Lease	1/16/2025	4/10/2025
COPIERS NW	STR59142	STR59142 577002	Plotter/Laminator Lease	2025	4	INV	Paid	389.90	84375 INV2962090	Plotter/Laminator Lease	2/18/2025	4/10/2025
COPIERS NW	STR59142	STR59142 577002	Plotter/Laminator Lease	2025	4	INV	Paid	389.90	84375 INV2976396	Plotter/Laminator Lease	3/18/2025	4/10/2025
CP	CLK51420	CLK51420 541000	Professional Svcs - General	2025	4	INV	Paid	256.62	84376 GC10016972	Snoqualmie Municipal Code Web update	3/17/2025	4/10/2025
CPSE	FIR52210	FIR52210 541900	Accreditation Services	2025	4	INV	Paid	1,556.00	84377 05-19844	Annual Accreditation Services	3/28/2025	4/10/2025
CTV	FIR52220	FIR52220 531910	Operating Supplies	2025	4	INV	Paid	37.65	84378 B396233	Braid roll hardware/tape measure	2/22/2025	4/10/2025
CTV	FIR52220	FIR52220 531910	Operating Supplies	2025	4	CRM	Paid	-30.57	84378 B396262	Return of Tape measure fm rect B396233	2/22/2025	4/10/2025
Dell Marketing	50251881	50251881 548860	Hardware-Software Maintenance	2025	4	INV	Paid	11,839.84	84379 10799884815	Dell ESXI Support	2/17/2025	4/10/2025
DOE	40253510	40253510 541561	Water Quality Program Fees	2025	4	INV	Paid	3,393.11	84380 2025-BA0022403	Biosolids Permit Fee	3/18/2025	4/10/2025
Evergreen Courier LL	40253585	40253585 542300	Postage & Freight	2025	4	INV	Paid	114.00	84381 000249	Courier Samples to Lab	3/10/2025	4/10/2025
Evergreen Ford	50154868	50154868 531301	Repair Parts	2025	4	INV	Paid	40.45	84382 5214285	Repair parts & svc water pump cover G-7 gen set	3/27/2025	4/10/2025
Evergreen Ford	50154868	50154868 548000	Repair & Maintenance Services	2025	4	INV	Paid	2,141.20	84382 6309219	Rear tail & camera wiring corrosion/replaced	3/19/2025	4/10/2025
Evergreen Ford	50154868	50154868 548000	Repair & Maintenance Services	2025	4	INV	Paid	2,379.24	84382 6309381	Pickup transmiss flush & rplc failed intake mnflid	3/26/2025	4/10/2025
Ferguson Water Works	40153481	40153481 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	177.42	84383 0070610-1	Command link charger	3/12/2025	4/10/2025
FUNFLICK	EVE57320	EVE57320 541000	Professional Svcs - General	2025	4	INV	Paid	1,491.10	84384 38935289 Deposit	Movies in the Park- July 31 Deposit	2/24/2025	4/10/2025
FUNFLICK	EVE57320	EVE57320 541000	Professional Svcs - General	2025	4	INV	Paid	1,491.10	84384 38935335 Deposit	Movies in the Park- July 17 Deposit	2/24/2025	4/10/2025
GALLSLLC	01452122	01452122 531050	Uniforms & Protective Gear	2025	4	INV	Paid	265.36	84385 030663007	Boots - E. Rasmussen	3/6/2025	4/10/2025
Gateway Controls	40253580	40253580 548000	Repair & Maintenance Services	2025	4	INV	Paid	144.13	84386 2025725	Fobs for Door Access	3/21/2025	4/10/2025
GIRARD	PKF57680	PKF57680 548150	Landscaping Services	2025	4	INV	Paid	4,932.00	84387 9134104	Tipping fee- mixed sod/dirt	1/14/2025	4/10/2025
GMP	STR54290	STR54290 541000	Professional Svcs - General	2025	4	INV	Paid	2,465.00	84388 25-091	Steve Clark Consulting svcs from 3/8-3/20 2025	3/24/2025	4/10/2025
GRAINGER	PKF57680	PKF57680 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	648.87	84389 9437725394	Office supplies	3/13/2025	4/10/2025
GRAINGER	PKF57680	PKF57680 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	163.74	84389 9441308047	Restroom faucet repair part	3/17/2025	4/10/2025
GRAINGER	40153935	40153935 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	175.95	84389 9436673223	Shop vac	3/12/2025	4/10/2025
HCI	40253585	40253585 548000	Repair & Maintenance Services	2025	4	INV	Paid	763.94	84390 14408710	Calibrate sensors	3/12/2025	4/10/2025
HD Fowler	40153481	40153481 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	359.06	84391 I6948216	Ball valve and adapter	3/12/2025	4/10/2025
HD Fowler	40153481	40153481 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	230.56	84391 I6950024	Pipe cutters	3/14/2025	4/10/2025
HD Supply Facil Main	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	206.61	84392 9234782869	Foot warmer for City Hall employee	3/4/2025	4/10/2025
HD Supply Facil Main	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	207.47	84392 9235315465	Facility parts and supplies/faucet- City Hall	3/20/2025	4/10/2025
HSI	FIR52210	FIR52210 549100	City-Sponsored Expenses	2025	4	INV	Paid	894.91	84393 2201859	CPR/AED & Adult First Aid Digital Cert Cards (59)	3/14/2025	4/10/2025
K&L Gates	LEG51541	LEG51541 541100	Outside Legal Services - Gen	2025	4	INV	Paid	2,254.09	84394 100144949	Legal advice Snoqualmie Tribe Agreements	3/18/2025	4/10/2025
KC 710	STR54264	STR54264 548000	Traffic Signal Maintenance	2025	4	INV	Paid	4,910.39	84395 137398-137402	Traffic signal maint.	10/31/2024	4/10/2025
KCROUB	40153410	40153410 549010	Filing & Recording Fees	2025	4	INV	Paid	108.00	84396 03.2025 UB Liens	UB Claim of Liens March 2025	3/20/2025	4/10/2025
KI 2	FIR52220	FIR52220 531050	Uniforms	2025	4	INV	Paid	1,149.44	84397 17577	Belt, name tag, shirt, pants, jacket, boots	3/25/2025	4/10/2025
KI 2	FIR52220	FIR52220 531050	Uniforms	2025	4	INV	Paid	686.32	84397 17616	Nomax cargo pants, belt	3/26/2025	4/10/2025
Kissler	40253580	40253580 548000	Repair & Maintenance Services	2025	4	INV	Paid	1,669.32	84398 11601	Biosolids Transport to BUF	3/18/2025	4/10/2025
LAI	FIR52220	FIR52220 531912	EMS Supplies & Equipment	2025	4	INV	Paid	87.75	84399 1585104	Stethoscope	3/31/2025	4/10/2025
Manuf Repair & Over	40253565	40253565 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	4,026.78	84400 0167819	Panel view parts for pump stations	3/11/2025	4/10/2025
Manuf Repair & Over	40253580	40253580 548000	Repair & Maintenance Services	2025	4	INV	Paid	2,025.66	84400 0166936	S12A Panel Viewer Project	2/6/2025	4/10/2025
Matt Miller	40253510	40253510 523300	Reimb - Dues, Licenses & Cert	2025	4	INV	Paid	219.00	84401 RE M Miller 1&3 2025	Reimb. M. Miller license fees for certifications	4/1/2025	4/10/2025

McAllister Fossum	01257321	01257321 541000	Arts Program Services	2025	4	INV	Paid	1,000.00	84402 Appraisal 2025	Art Appraisal Fee- City Hall Inventory	3/18/2025	4/10/2025
Mini Treehouse	EVE57390	EVE57390 541000	Professional Svcs - General	2025	4	INV	Paid	400.00	84403 D7	Santa Appearance Reimbursement	3/17/2025	4/10/2025
Minuteman Press	00280090	00280090 549300	Printing	2025	4	INV	Paid	2,353.43	84404 94678	March 2025 Utility Bill Insert- 2025 Events Calend	3/15/2025	4/10/2025
Minuteman Press	COU51160	COU51160 549300	Printing	2025	4	INV	Paid	42.19	84404 94791	Business cards- CM Christensen	3/31/2025	4/10/2025
Minuteman Press	40153481	40153481 531000	Office Supplies	2025	4	INV	Paid	233.55	84404 94724	February 2025 UB Printing/Folding, Envelopes	3/20/2025	4/10/2025
Minuteman Press	40153481	40153481 549300	Printing	2025	4	INV	Paid	309.40	84404 94724	February 2025 UB Printing/Folding, Envelopes	3/20/2025	4/10/2025
Minuteman Press	40253580	40253580 531000	Office Supplies	2025	4	INV	Paid	233.55	84404 94724	February 2025 UB Printing/Folding, Envelopes	3/20/2025	4/10/2025
Minuteman Press	40253580	40253580 549300	Printing	2025	4	INV	Paid	309.40	84404 94724	February 2025 UB Printing/Folding, Envelopes	3/20/2025	4/10/2025
Minuteman Press	40353130	40353130 531000	Office Supplies	2025	4	INV	Paid	233.54	84404 94724	February 2025 UB Printing/Folding, Envelopes	3/20/2025	4/10/2025
Minuteman Press	40353130	40353130 549300	Printing	2025	4	INV	Paid	309.40	84404 94724	February 2025 UB Printing/Folding, Envelopes	3/20/2025	4/10/2025
NAVIA AP	00030010	00030010 522300	HRA Medical Reimbursements	2025	4	INV	Paid	8.28	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	00030010	00030010 522300	HRA Medical Reimbursements	2025	4	INV	Paid	8.28	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	00150020	00150020 522300	HRA Medical Reimbursements	2025	4	INV	Paid	10.35	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	00150020	00150020 522300	HRA Medical Reimbursements	2025	4	INV	Paid	10.35	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	ADM51310	ADM51310 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	ADM51310	ADM51310 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	CLK51420	CLK51420 522300	HRA Medical Reimbursements	2025	4	INV	Paid	8.28	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	CLK51420	CLK51420 522300	HRA Medical Reimbursements	2025	4	INV	Paid	8.28	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	COM55720	COM55720 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	COM55720	COM55720 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	EVE57120	EVE57120 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	EVE57120	EVE57120 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	EXE51310	EXE51310 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	EXE51310	EXE51310 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	FINS1423	FINS1423 522300	HRA Medical Reimbursements	2025	4	INV	Paid	33.12	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	FINS1423	FINS1423 522300	HRA Medical Reimbursements	2025	4	INV	Paid	33.12	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	FIRS52210	FIRS52210 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.07	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	FIRS52210	FIRS52210 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.07	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	FIRS52220	FIRS52220 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.07	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	FIRS52220	FIRS52220 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.07	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	LEG51531	LEG51531 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	LEG51531	LEG51531 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	NON51810	NON51810 541000	Professional Svcs - General	2025	4	INV	Paid	100.00	84405 10934946	FSA Admin Fees- January	1/30/2025	4/10/2025
NAVIA AP	NON51810	NON51810 541000	Professional Svcs - General	2025	4	INV	Paid	100.00	84405 10942731	FSA Admin Fees- February	2/26/2024	4/10/2025
NAVIA AP	PKA57680	PKA57680 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.07	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	PKA57680	PKA57680 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.07	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	PKF57680	PKF57680 522300	HRA Medical Reimbursements	2025	4	INV	Paid	24.84	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	PKF57680	PKF57680 522300	HRA Medical Reimbursements	2025	4	INV	Paid	24.84	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	PLN55860	PLN55860 522300	HRA Medical Reimbursements	2025	4	INV	Paid	6.21	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	PLN55860	PLN55860 522300	HRA Medical Reimbursements	2025	4	INV	Paid	6.21	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	POL52110	POL52110 522300	HRA Medical Reimbursements	2025	4	INV	Paid	13.66	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	POL52110	POL52110 522300	HRA Medical Reimbursements	2025	4	INV	Paid	13.66	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	POL52121	POL52121 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.69	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	POL52121	POL52121 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.69	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	POL52122	POL52122 522300	HRA Medical Reimbursements	2025	4	INV	Paid	44.09	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	POL52122	POL52122 522300	HRA Medical Reimbursements	2025	4	INV	Paid	44.09	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	POL52131	POL52131 522300	HRA Medical Reimbursements	2025	4	INV	Paid	3.52	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	POL52131	POL52131 522300	HRA Medical Reimbursements	2025	4	INV	Paid	3.52	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	STR54230	STR54230 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	STR54230	STR54230 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	STR54290	STR54290 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.19	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	STR54290	STR54290 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.19	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	01452110	01452110 522300	HRA Medical Reimbursements	2025	4	INV	Paid	7.04	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	01452110	01452110 522300	HRA Medical Reimbursements	2025	4	INV	Paid	7.04	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	01452122	01452122 522300	HRA Medical Reimbursements	2025	4	INV	Paid	49.06	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	01452122	01452122 522300	HRA Medical Reimbursements	2025	4	INV	Paid	49.06	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	31132010	31132010 522300	HRA Medical Reimbursements	2025	4	INV	Paid	3.73	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	31132010	31132010 522300	HRA Medical Reimbursements	2025	4	INV	Paid	3.73	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	31132020	31132020 522300	HRA Medical Reimbursements	2025	4	INV	Paid	1.86	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	31132020	31132020 522300	HRA Medical Reimbursements	2025	4	INV	Paid	1.86	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	31132030	31132030 522300	HRA Medical Reimbursements	2025	4	INV	Paid	3.73	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025

NAVIA AP	31132030	31132030 522300	HRA Medical Reimbursements	2025	4	INV	Paid	3.73	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40153410	40153410 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.07	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40153410	40153410 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.07	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40153481	40153481 522300	HRA Medical Reimbursements	2025	4	INV	Paid	22.77	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40153481	40153481 522300	HRA Medical Reimbursements	2025	4	INV	Paid	22.77	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40153915	40153915 522300	HRA Medical Reimbursements	2025	4	INV	Paid	0.83	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40153915	40153915 522300	HRA Medical Reimbursements	2025	4	INV	Paid	0.83	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40153935	40153935 522300	HRA Medical Reimbursements	2025	4	INV	Paid	6.21	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40153935	40153935 522300	HRA Medical Reimbursements	2025	4	INV	Paid	6.21	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40253510	40253510 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.17	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40253510	40253510 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.17	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40253580	40253580 522300	HRA Medical Reimbursements	2025	4	INV	Paid	24.84	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40253580	40253580 522300	HRA Medical Reimbursements	2025	4	INV	Paid	24.84	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40253585	40253585 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40253585	40253585 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.14	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40353110	40353110 522300	HRA Medical Reimbursements	2025	4	INV	Paid	1.76	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40353110	40353110 522300	HRA Medical Reimbursements	2025	4	INV	Paid	1.76	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40353130	40353130 522300	HRA Medical Reimbursements	2025	4	INV	Paid	8.28	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40353130	40353130 522300	HRA Medical Reimbursements	2025	4	INV	Paid	8.28	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	40353190	40353190 522300	HRA Medical Reimbursements	2025	4	INV	Paid	8.28	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	40353190	40353190 522300	HRA Medical Reimbursements	2025	4	INV	Paid	8.28	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	41759431	41759431 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.26	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	41759431	41759431 522300	HRA Medical Reimbursements	2025	4	INV	Paid	2.26	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	41759434	41759434 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.55	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	41759434	41759434 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.55	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	41759435	41759435 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.55	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	41759435	41759435 522300	HRA Medical Reimbursements	2025	4	INV	Paid	4.55	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	50154861	50154861 522300	HRA Medical Reimbursements	2025	4	INV	Paid	0.83	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	50154861	50154861 522300	HRA Medical Reimbursements	2025	4	INV	Paid	0.83	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	50154868	50154868 522300	HRA Medical Reimbursements	2025	4	INV	Paid	7.25	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	50154868	50154868 522300	HRA Medical Reimbursements	2025	4	INV	Paid	7.25	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	50251888	50251888 522300	HRA Medical Reimbursements	2025	4	INV	Paid	20.70	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	50251888	50251888 522300	HRA Medical Reimbursements	2025	4	INV	Paid	20.70	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	51051820	51051820 522300	HRA Medical Reimbursements	2025	4	INV	Paid	0.52	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	51051820	51051820 522300	HRA Medical Reimbursements	2025	4	INV	Paid	0.52	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NAVIA AP	51051821	51051821 522300	HRA Medical Reimbursements	2025	4	INV	Paid	5.17	84405 10934947	HRA Participant Fees- January	1/30/2025	4/10/2025
NAVIA AP	51051821	51051821 522300	HRA Medical Reimbursements	2025	4	INV	Paid	5.17	84405 10942732	HRA Participant Fees- February	2/26/2025	4/10/2025
NCEC	40253580	40253580 548000	Repair & Maintenance Services	2025	4	INV	Paid	62.84	84406 S014120478.001	Late FIN Charge - Paid INV#5013709668.001 late	2/28/2025	4/10/2025
Nicole Wiebe	EVE57120	EVE57120 543000	Training & Travel	2025	4	INV	Paid	58.78	84407 RE N Wiebe 3/25	Reimb. N. Wiebe meals for training 3/19-3/20 2025	3/21/2025	4/10/2025
OTAK	31175050	31175050 541064	Kimball Ck Bridges -Const Mgmt	2025	4	INV	Paid	2,446.00	84408 000032500374	Construction phase services ending March 7, 2025	3/26/2025	4/10/2025
OTAK	31175060	31175060 541066	Mdwbrk Bridge -Prof'l Svcs	2025	4	INV	Paid	1,671.75	84408 000032500391	Meadowbrook Bridge Svcs through March 7, 2025	3/26/2025	4/10/2025
PACPLANT	40353190	40353190 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	7,387.38	84409 102693	Tree purchase for Tree Equity Project	3/18/2025	4/10/2025
PLATT	PKF57680	PKF57680 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	55.32	84410 5H79660	Wall light	8/7/2024	4/10/2025
PLATT	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	137.40	84410 4W86840	Electrical supplies, light bulbs, ballasts	3/11/2024	4/10/2025
PLATT	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	64.74	84410 4W95880	Electrical supplies, light bulbs, ballasts	3/11/2024	4/10/2025
PLATT	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	208.69	84410 4X48023	Electrical supplies, light bulbs, ballasts	3/11/2024	4/10/2025
PLATT	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	125.14	84410 5H49294	Electrical supplies, light bulbs	7/11/2024	4/10/2025
PLATT	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	343.48	84410 5K48039	Electrical supplies, light bulbs, ballasts	8/15/2024	4/10/2025
PLATT	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	205.63	84410 5L06135	Electrical supplies, light bulbs, ballasts	8/15/2024	4/10/2025
PLATT	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	400.58	84410 Y865847	Electrical supplies, light bulbs, ballasts	4/2/2024	4/10/2025
POWDERV	STR54230	STR54230 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	2,720.00	84411 29884	Sign Posts Powder coated (50)	2/26/2025	4/10/2025
Power Systems West	50154868	50154868 548000	Repair & Maintenance Services	2025	4	INV	Paid	1,120.69	84412 SI2540000862	G-11 Lift Z Gen Set Annual Major Service	3/24/2025	4/10/2025
Power Systems West	50154868	50154868 548000	Repair & Maintenance Services	2025	4	INV	Paid	1,177.65	84412 SI2540000863	G-4 Lift BP Gen Set Annual Service 100Kw	3/24/2025	4/10/2025
Power Systems West	50154868	50154868 548000	Repair & Maintenance Services	2025	4	INV	Paid	1,525.98	84412 SI2540000864	G-21 YMCA Gen Set Annual Service 100Kw	3/24/2025	4/10/2025
Power Systems West	50154868	50154868 548000	Repair & Maintenance Services	2025	4	INV	Paid	1,161.51	84412 SI2540000865	G-3 Police Station Gen set annual major service	3/24/2025	4/10/2025
Power Systems West	50154868	50154868 548000	Repair & Maintenance Services	2025	4	INV	Paid	2,984.65	84412 SI2540000866	G-24 705 PS Gen Set annual major service 500kw	3/24/2025	4/10/2025
Pye Barker	40253580	40253580 548000	Repair & Maintenance Services	2025	4	INV	Paid	1,823.66	84413 IV00477013	Repair of Smoke Detector	3/21/2025	4/10/2025
RELX LexisNexis	LEG51531	LEG51531 549200	Dues-Subscriptions-Memberships	2025	4	INV	Paid	382.20	84414 3095713367	Monthly subscription fee- March 2025	3/31/2025	4/10/2025
RH2	40253510	40253510 541000	Professional Svcs - General	2025	4	INV	Paid	9,943.09	84415 100393	Operational Support - New Process Control Schemes	3/20/2025	4/10/2025
ROBERT HALF	FIN51423	FIN51423 541190	Temporary Agency Personnel	2025	4	INV	Paid	2,732.40	84416 64795034	M. Barnett - Payroll Specialist Support	3/26/2025	4/10/2025
ROBERT HALF	FIN51423	FIN51423 541190	Temporary Agency Personnel	2025	4	INV	Paid	2,732.40	84416 64812949	M. Barnett- Payroll Specialist Support	4/1/2025	4/10/2025

SEATIMES	40153410	40153410 541390	Advertising, Legal Notices etc	2025	4	INV	Paid	35.00	84417 90074	Utility Rate Study 2024 Fiscal Health Review	12/19/2024	4/10/2025
SEATIMES	40253510	40253510 541390	Advertising, Legal Notices etc	2025	4	INV	Paid	35.00	84417 90074	Utility Rate Study 2024 Fiscal Health Review	12/19/2024	4/10/2025
SEATIMES	40353110	40353110 541390	Advertising, Legal Notices etc	2025	4	INV	Paid	17.50	84417 90074	Utility Rate Study 2024 Fiscal Health Review	12/19/2024	4/10/2025
Shield Assessments	FIR52220	FIR52220 541000	Professional Svcs - General	2025	4	INV	Paid	1,155.00	84418 2802	Pre-Employment Psych Eval. for new Fire Fighters	12/12/2024	4/10/2025
Shield Assessments	FIR52220	FIR52220 541000	Professional Svcs - General	2025	4	INV	Paid	465.00	84418 2946	Pre-Employment Psych Eval for new Fire Fighter	3/4/2025	4/10/2025
Siren Net	50154868	50154868 531301	Repair Parts	2025	4	INV	Paid	1,085.01	84419 0282094	Replacement opticom- police SUV	3/26/2025	4/10/2025
SUMMIT LAW	00030010	00030010 541120	Legal Finance Consulting Svcs	2025	4	INV	Paid	1,615.00	84420 162019	Legal Services RE: Teamster's	3/19/2025	4/10/2025
SUMMIT LAW	00030010	00030010 541120	Legal Finance Consulting Svcs	2025	4	INV	Paid	3,611.00	84420 162020	Legal Services RE: IAFF negotiations	3/19/2025	4/10/2025
Susan D. Woolf	01257320	01257320 541000	Art Event Services	2025	4	INV	Paid	250.00	84421 3/13/2025	Demo Plein Air Pop-Up 3/30/2025	3/13/2025	4/10/2025
TRI-TECH	POL52122	POL52122 531910	Operating Supplies	2025	4	INV	Paid	74.63	84422 01138269	Evidence tape & dispensers	3/20/2025	4/10/2025
TRI-TECH	01452122	01452122 531910	Operating Supplies	2025	4	INV	Paid	74.62	84422 01138269	Evidence tape & dispensers	3/20/2025	4/10/2025
TYLERTEC	35059418	35059418 541000	Professional Svcs - General	2025	4	CRM	Paid	-4,737.60	84423 045-413518	Credit for Original Invoice 045-408072	3/16/2023	4/10/2025
TYLERTEC	35059418	35059418 541000	Professional Svcs - General	2025	4	CRM	Paid	-9,432.00	84423 045-413519	Credit for Original Invoice 045-411565	3/16/2023	4/10/2025
TYLERTEC	35059418	35059418 541000	Professional Svcs - General	2025	4	CRM	Paid	-14,234.80	84423 045-448486	Credit for Original Invoice 045-447747	12/13/2023	4/10/2025
TYLERTEC	35059418	35059418 541000	Professional Svcs - General	2025	4	INV	Paid	1,304.00	84423 045-509168	Tyler Consulting Services	3/5/2025	4/10/2025
TYLERTEC	50269418	50269418 564000	Financial System Software	2025	4	INV	Paid	60,769.25	84423 045-508125	Tyler Munis Contract - Quarterly Subscription Fees	3/1/2025	4/10/2025
ULI	POL52122	POL52122 522400	LEOFF I Retiree Med & Premiums	2025	4	INV	Paid	85.50	84424 2025-04	Group insurance premium	4/1/2025	4/10/2025
URBANF	40353190	40353190 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	3,421.76	84425 10649	Phase 2: Tree Equity Downtown St. Tree order #2	3/19/2025	4/10/2025
URNW	40153481	40153481 545100	Rent - Shop Equipment	2025	4	INV	Paid	1,146.60	84426 235589951-010	Monthly truck rental	3/22/2025	4/10/2025
USAB	40153482	40153482 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	278.10	84427 INV00653429	Treatment stirrer	3/17/2025	4/10/2025
VERIZCS	40153935	40153935 542000	Telephone Service	2025	4	INV	Paid	356.48	84428 6108672926	Monthly cell modem charges	3/16/2025	4/10/2025
WLACE	PKF57680	PKF57680 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	57.80	84429 15314621	Gate cable replacement	3/20/2025	4/10/2025
WLACE	STR54230	STR54230 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	30.23	84429 15314570	Sign parts	3/11/2025	4/10/2025
WLACE	40153481	40153481 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	94.86	84429 15314682	Shovels and storage totes	3/27/2025	4/10/2025
WLACE	51051821	51051821 531300	Repair & Maintenance Supplies	2025	4	INV	Paid	32.84	84429 15314677	Facility parts and supplies -black iron fittings	3/27/2025	4/10/2025

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NAME	CHK #	NET PAY
BAILEY, MICHAEL	000000716	5,914.99
BARNET, RYAN	000000717	4,471.60
BARRETT, TIMOTHY	000000718	3,628.76
BATTLES, JASON	000000719	4,687.11
BEACH, LYLE	000000720	3,432.60
BENNETT, PHILIP	000000721	4,911.94
BENSON, ETHAN	000000722	494.87
BETTS, JIMMIE L	000000723	3,535.11
BLACK, MELINDA	000000724	3,175.96
BOSTICK, MAX	000000725	3,279.91
BOUTA, ANDREW	000000726	4,888.62
BROWN, CHRIS E	000000727	4,518.76
BRUMFIELD, SAMANTHA	000000728	3,029.46
BUELNA, REBECCA	000000729	2,981.23
BUERGI, DANIEL R	000000730	4,329.94
BURKE, DENA	000000731	5,346.62
BYRD, TYLER D	000000732	3,165.61
CHAMBLESS, MICHAEL	000000733	6,269.11
CHRISTENSEN, CARA	000000734	498.04
COOPER, JOHN	000000735	3,865.59
COTTON, CATHERINE	000000736	494.87
DALZIEL, RYAN A	000000737	2,972.13
DAVIS, RAMONA	000000738	6,642.15
DEAN, DEANA L	000000739	4,178.70
DEWAR, MILES Z	000000740	2,272.14
DUDDLES, MARTHA J	000000741	2,847.35
ECKER, BRENDON J	000000742	2,334.97
FLORIDA, HEATHER K	000000743	4,385.20
FOUTS, JACOB T	000000744	4,167.25
FRY, PATRICK	000000745	4,327.98
GAMBLE, DYLAN A	000000746	3,056.18
GARRETT, GRETCHEN G	000000747	2,704.08
GEORGE, JASON A	000000748	3,685.86
GUTWEIN, AUSTIN D	000000749	5,227.92
HALBERT, KEVIN F	000000750	3,088.60
HALL, JAEDON E	000000751	2,353.41
HAMLIN, JEFFREY T	000000752	4,518.48
HARRIS, DONALD I	000000753	4,378.51
HAWK, DALTON J	000000754	3,598.11
HEATH, GREGORY Q	000000755	3,124.79
HEBEL, RICHARD	000000756	2,728.14
HEDGER, MATTHEW	000000757	3,985.74
HENDERSON, KYLA A	000000758	3,153.05
HENDRICKS, CORY D	000000759	3,785.15
HILTON, AUSTIN	000000760	2,582.79
HOLDEN, TANIA L	000000761	3,287.95
HOLMES, CHASE W	000000762	2,497.41
HOLMES, THOMAS E	000000763	5,379.10
HOREJSI, GARY W	000000764	7,242.39
HOYLA, KOBE R	000000765	3,532.09
HUGHES, JENNIFER L	000000766	3,665.73
IVERSON, CHRISTINE L	000000767	2,366.76
JEFFERY, AMY	000000768	1,904.50

ADVICE REGISTER - SEMI MONTH

WARRANT: 250407 From: 03/16/2025 To: 03/31/2025

NAME	CHK #	NET PAY
JOHNSON, JOLYON M	000000769	494.87
JOHNSON, KIMBERLY G	000000770	3,839.91
JONGEKRYG, ANDREW P	000000771	2,562.10
KNOWLES, KENNETH	000000772	3,720.67
LACROIX, LAFLECHE	000000773	4,385.77
LASSWELL, ROBERT	000000774	3,876.94
LATHAM, ANDREW F	000000775	2,895.04
LATHROP, NICHOLAS S	000000776	3,060.59
LEMOINE, BLAKE S	000000777	2,372.33
LIEBETRAU, MICHAEL K	000000778	2,865.65
LOEHNDORF, SCOTT A	000000779	3,148.16
LOSVAR, DYLAN	000000780	2,940.41
LYNCH, BRIAN W	000000781	4,700.83
MACVICAR, NEIL S	000000782	3,302.42
MAINSTONE, BRIAN R	000000783	3,266.66
MARKWARDT, KYLE C	000000784	3,652.52
MCCALL, DANNA M	000000785	3,610.51
MEADOWS, JOSEPH R	000000786	6,336.71
MILLER, CRAIG	000000787	5,083.55
MILLER, MATTHEW L	000000788	4,353.52
MOATE, DANIEL W	000000789	6,396.94
NATKHA, WILLIAM	000000790	3,103.44
NEAL, RYAN T	000000791	3,706.91
O'DONNELL, PETER A	000000792	5,996.78
O'NEIL, KERRY K	000000793	2,675.52
OROZCO, JORGE	000000794	3,348.43
OWENS, JACK T	000000795	3,047.17
PARKER, BENJAMIN T	000000796	3,005.39
PETER, MICHAEL H	000000797	5,415.26
PHAM, THAI Q	000000798	3,043.71
QUADE, JOAN E	000000799	2,388.60
RAMOS, DAMIAN	000000800	3,414.19
RASMUSSEN, ERIK R	000000801	3,754.78
RELLAMAS, JESSICA L	000000802	1,543.18
REN, JUSTIN K	000000803	3,115.45
ROSS, KATHERINE G	000000804	2,173.65
SANDIN, KEVIN	000000805	2,508.83
SCHANNAUER, WYATT	000000806	2,714.39
SCHULGEN, NICHOLAS R	000000807	4,546.31
SCHUMANN, ZACHARY J	000000808	3,295.69
SHINN, TODD	000000809	3,623.13
SMITH, CHASE A	000000810	4,701.87
SNYDER, KEVIN S	000000811	4,215.38
SPEARS, JOSEPH E	000000812	3,342.91
STEWART, JAKE R	000000813	2,097.11
TOZIER, THERESA M	000000814	3,369.21
TREPTOW, ILYSE	000000815	3,459.95
TYE, SHERRI	000000816	3,101.96
VINING, ANDREW E	000000817	3,983.75
VLADIS, DMITRIY	000000818	4,494.33
WALKER, JANNA L	000000819	3,574.58
WASHINGTON, LOUIS R	000000820	394.87
WEISS, JASON A	000000821	5,503.63

ADVICE REGISTER - SEMI MONTH

WARRANT: 250407 From: 03/16/2025 To: 03/31/2025

NAME	CHK #	NET PAY
WERRE, CHRISTOPHER T	000000822	4,558.95
WEST, MATTHEW A	000000823	5,069.98
WESTMAN, JESSE	000000824	2,902.39
WIEBE, NICOLE H	000000825	2,713.54
WILSON, CHRISTOPHER A	000000826	3,126.89
WOLFE, ALBERT R	000000827	6,678.59
WOTTON, ROBERT	000000828	344.87
YANG, DONG	000000829	3,637.60
Total Deposits: 114		407,454.58

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

Claims Approval Report F&A 4-22-25, CM 4-28-25

Final Audit Report

2025-04-17

Created:	2025-04-17
By:	Ilyse Treptow (itreptow@snoqualmiewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5loEKfp6RBqx3OvIKXNUE8Vkesh7mUka

"Claims Approval Report F&A 4-22-25, CM 4-28-25" History



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

2025-04-17 - 5:10:57 PM GMT



Document emailed to Drew Bouta (dbouta@snoqualmiewa.gov) for signature

2025-04-17 - 5:11:25 PM GMT



Email viewed by Drew Bouta (dbouta@snoqualmiewa.gov)

2025-04-17 - 6:36:38 PM GMT



Document e-signed by Drew Bouta (dbouta@snoqualmiewa.gov)

Signature Date: 2025-04-17 - 6:36:54 PM GMT - Time Source: server



Agreement completed.

2025-04-17 - 6:36:54 PM GMT

Council Agenda Bill

AB Number

AB25-055

Agenda Bill Information

Title*

Job Order Contracting Consultant Contract Ext.

Action*

Motion

Council Agenda Section

Discussion

Council Meeting Date*

04/28/2025

Staff Member

Patrick Fry

Department*

Public Works

Committee

Parks and Public Works

Committee Date

04/22/2025

Exhibits

Packet Attachments - if any

Contract Amendment 1 with Gordian Group.pdf	88.33KB
Agreement for Consulting Services with The Gordian Group, Inc..pdf	609.85KB
Fees & Payment.pdf	485.67KB
Scope of Work.pdf	1.87MB

Summary

Introduction*

Brief summary.

The Gordian Group developed, implemented and now supports the Job Order Contracting (JOC) program for the City as provided for in Chapter 39.10 RCW Alternative Public Works Contracting Procedures.

The JOC program for the City was implemented in May of 2023 and has since been used on numerous small to mid sized projects for the City. The contract with Gordian is set to expire May 15, 2025, with an option to renew for an additional 12 months. Staff recommend extending the contract for 12 months.

Proposed Motion

Approve the 12 Month Contract Extension with The Gordian Group, Inc. for the Job Order Contracting Consulting Services

Background/Overview*

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

During the 2019 Legislative Session, Revised Code of Washington (RCW) sections 39.10.420 through 39.10.460 were amended to allow all public agencies to use Job Order Contracting (JOC) for public works projects when a determination is made that the use of JOC will benefit the public

Under RCW 39.10.430, JOC must be awarded through a competitive process using request for proposals. RCW 39.34.030 authorizes local government agencies to use another public agency's active contract for purchases of products and services in order to save time and obtain better prices and terms than they might be able to on their own - a process known as "piggybacking." Here, the City will piggyback on the contract awarded by the City of Shoreline after a JOC selection process. The consultant chosen through the selection process - The Gordian Group, Inc. - has successfully supported and implemented JOC programs for agencies including City of Bellevue, Snohomish County, Port of Everett, City of Kirkland, City of Everett, and the Seattle Housing Authority.

The City approved contracting with The Gordian Group, Inc. in September of 2022 as part of AB22-139. After successfully bidding out JOC to contractors, 3 contractors were selected and approved for use per AB23-052, AB23-053 & AB23-054. The contract is now set to expire on May 15, 2025, with an option to renew for an additional 12 months.

The JOC program has been utilized on many projects since its implementation, including but not limited to, Tenant Improvements at City Hall & The Police Station, home demolitions, electrical upgrades, and utility repairs.

Analysis*

The JOC program is an additional procurement method that Public Works can utilize. The projects that JOC has proved useful for are the mid-sized projects that would typically require a professional design and in a sector of work that is uncommon for public works staff, such as the additional security improvements at the Police Station. JOC has allowed those projects to be implemented in a reduced timeline and in a cost effective manner by eliminating consultant costs and eliminating time-consuming, costly aspects of the traditional public works process.

Budgetary Status*

This action has indirect budgetary implications.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
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Budget Summary

The administration recommends approving a contract extension with the Gordian Group, inc. The contract value was set as not to exceed \$200,000 and staff do not recommend amending that number. The City of Snoqualmie may pay the Gordian Group, Inc. up to a total of 5.00% of the value of work ordered and 10.95% if project management services are involved. One intent of Job Order Contracting (JOC) is to reduce contracting, design, and planning costs in an amount equal to the fee imposed. Therefore, sufficient appropriation exists within the 2025-2026 Biennial Budget to fund the contract.

Fiscal Impact Screenshot

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City" or "Owner"), and The Gordian Group, Inc. ("Consultant" or "Gordian") (each a "party" and collectively, the "parties") is dated this 10/14/2022 day of October 2022.

Consultant Business: The Gordian Group Inc.
Consultant Address: 30 Patewood Drive,
Suite 350
Greenville, SC 29615

Contact Name: Dan Cook

Contact e-mail: d.cook@gordian.com

Federal Employee ID No.:

Authorized City Representative for this contract: Michael Chambless, Parks and Public Works Department Director

WHEREAS, the City may utilize any other government entity's open contracts that have been competitively bid and awarded in accordance with applicable laws or regulations. In response to a Request for Proposal for Job Order Contracting Consulting Services, Gordian competitively bid to provide such services to the City of Shoreline. Gordian and the City of Shoreline subsequently entered into a Contract on or about September 16th, 2020 (the "Underlying Contract").

WHEREAS, the City desires to acquire certain services set forth in the Underlying Contract in accordance with the pricing and other terms set forth in the Underlying Contract which is incorporated by reference herein and included as Exhibit A. The parties intend that this Agreement, including all additional terms stated in this Agreement that are not expressly stated in the Underlying Contract, and the underlying Contract serve as the Agreement between the parties.

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the development, implementations and support of a Job Order Contracting ("JOC") program (the "Services").

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the Services.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit B" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Dan Cook. The project manager(s) shall not be replaced without the prior written consent of the City which shall not be unreasonably withheld.

D. The City hereby retains Gordian as the City's JOC Services provider for the term commencing on the date of this Agreement and expiring 2 years after the award of the first JOC construction contract (the "Term"), unless terminated or extended as provided for herein. This Agreement may be extended for additional period of 12 months by the mutual written agreement of the parties.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$200,000 as shown on Exhibit C, which shall be full compensation for the Work.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit C. In the event that the City directs the Consultant to perform supplemental services or to repeat a service, any such additional activities will be compensated according to the schedule in Exhibit C.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" not included in Exhibit C, such as air travel and overnight lodging, shall be approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Michael Sauerwein City Administrator
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit B according to the schedule established in consultation with the City once this Agreement is signed.

B. Except as otherwise provided in Exhibit D, all reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies the reason for termination, a reasonable period to cure any alleged breaches, and the effective termination date ("Termination Date"), which shall be a

minimum of fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. In the event the City exercises its right to Terminate the Agreement, the Consultant shall be paid or reimbursed for all services performed and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The notice shall be sent in accordance with the Notice provision of this Agreement.

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City which shall not be unreasonably withheld.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator, certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.
4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
5. No policy required by this agreement shall be canceled or materially changed by either the Consultant or the Consultant's insurer without the Consultant giving at least a 30 day prior written notice to the City.
6. Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn:
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

B. Notices to the Consultant shall be sent to the following address:

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
Phone: (800) 874 2291
Email: legal@gordian.com

Unless otherwise provided for herein, all notices and other communications required by this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed in accordance with the Section

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

<p>CITY OF SNOQUALMIE, WASHINGTON</p> <p>By: <u>Katherine Rose</u> Its: Mayor Date: <u>10/14/2022</u></p>	<p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <p>Corporation</p> <p>[Consultant's Complete Legal Name]</p> <p>By: <u>Daniel Cook</u> Typed/Printed Name: Its: Date: <u>10/14/2022</u></p>
<p>ATTEST:</p> <p><u>Reina McCauley</u>, City Clerk Date:</p>	
<p>APPROVED AS TO FORM:</p>	

Bob C. Sterbank, City Attorney

Date: Bob C. Sterbank

Exhibit A
UNDERLYING CONTRACT

EXHIBIT B

SCOPE OF WORK

Gordian will perform the following duties and responsibilities to complete the Services:

1. **Required Services:** Gordian shall provide the following services (“Required Services”) to Owner for the term of this Agreement:
 - a) **Program Development, Implementation and Support:** Gordian shall be responsible for the development, implementation, and on-going support of the Owner’s customized JOC program.
 - b) **Contract Documents:** Gordian shall be responsible for preparing the JOC documents that will be used by the Owner to procure the JOC construction contractors including:
 - i. **Unit Price Book(s):** Gordian shall prepare one or more customized Unit Price Books (also known as a Construction Task Catalog®) containing prices covering material, equipment, and labor costs for various units of construction, and adjusting these costs to current market conditions. Only local prevailing wages and local material and equipment costs (obtained directly from local, contractors, subcontractors, and suppliers) to price the Unit Price Books shall be used. The use of generic factors to localize prices is not acceptable. Unit prices for demolition shall be provided for each construction task. Therefore, every cost to install an item or unit shall be accompanied by a corresponding cost to remove the same item or unit. Tasks may also have several modifiers which adjust the price for variations in materials or for quantity discounts; and
 - ii. **Technical Specifications:** Gordian shall prepare and publish Technical Specifications describing the materials, performance, and installation requirements for each of the construction tasks listed in the unit price book. Where available, the Owner standard specifications shall be incorporated into the Technical Specifications; and
 - iii. **Contractual Terms and Conditions and Bid Forms:** Gordian shall prepare, in conjunction with Owner staff, contractual terms and conditions and bid forms which incorporate JOC language and forms with all appropriate Owner contract language and forms.
 - c) **Information Management System:** Gordian shall be responsible for providing the Owner with a comprehensive web-based JOC Information Management System (hereinafter referred to as “IMS”) for an unlimited number of Owner users. The JOC IMS must be capable of providing full project tracking, developing cost proposals, preparing independent Owner estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking MBE participation, and generating customized reports. Gordian must incorporate any current Owner forms and documentation into the IMS; and
 - d) **Procurement Support:** Gordian shall be responsible for providing Owner with procurement support to market the Owner JOC Program to potential JOC Contractor’s. If required by the Owner, Gordian shall conduct a bidder prequalification process to determine a qualified list of bidders. Gordian shall be required to organize and conduct pre-bid meetings with the interested bidders as well as make presentations on behalf of the Owner

with various business and Construction organizations. Gordian's staff assigned to perform procurement support must have JOC procurement experience; and

- e) **Training Programs:** Gordian shall be responsible for developing and conducting all training programs for the Owner and JOC Contractor staff to ensure that the JOC program functions properly. The training programs must include specialized training courses that will involve all Owner staff and JOC Contractors utilizing and administering the JOC program. The training programs must include extensive training on the use of the JOC IMS. All training must be "hands on" with user competency as the objective. Actual Owner projects that the Owner plans to perform through JOC may be included in the training programs; and
- f) **Job Order Development:** Gordian shall be responsible for providing the following Job Order Development services:
 - i. **Project Identification:** When a project is identified and requested by Owner, Gordian will contact Owner and assist with determining whether the project is appropriate for JOC.
 - ii. **Contractor Identification:** In the event Owner has multiple JOC Contractors, Gordian will assist the Owner in identifying the appropriate JOC Contractor for the project based on factors which include, but are not limited to, the type of work involved and the location of the project.
 - iii. **Joint Scope Meeting:** The Gordian's project manager will schedule a Joint Scope Meeting at the project site to help Owner and the JOC Contractor agree on the details of the work that the JOC Contractor will perform. The purpose of the scoping process is to allow the JOC Contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal. The goals of this process are to foster open communication, reduce misunderstandings and mistakes that lead to change orders, and provide results that are more cost-effective and collaborative.
 - iv. **Develop Detailed Scope of Work:** Gordian will assist in preparing a Detailed Scope of Work that describes the work the JOC Contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.
 - v. **Request for Price Proposal:** After all parties agree that the Detailed Scope of Work properly reflects the work to be performed, Gordian's project manager will send the Detailed Scope of Work and a Request for Proposal to the JOC Contractor.
 - vi. **Request Price Proposal:** As the next step in the process, the JOC Contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Unit Price Book. Gordian's IMS will automatically multiply the unit price of the task by the required quantities by the JOC Contractor's competitively bid Adjustment Factor. Gordian shall also request the JOC Contractor's preparation of any additional Owner required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
 - vii. **Price Proposal Review:** Gordian's project manager will review the Price Proposal to make sure the JOC Contractor has selected the appropriate tasks and quantities and will ask the JOC Contractor to make any required changes. Gordian will also obtain and review any Owner required information submitted by the JOC Contractor such as a construction schedule and list of proposed subcontractors. Gordian's project manager will submit the Price Proposal and related documents to Owner.

- viii. **Issue Job Order:** Once Owner approves the Price Proposal and related documents, and decides to move forward with the project, Owner is then responsible for the issuance of a job order (which may be in the form of a purchase order) to the selected JOC Contractor.
 - ix. **Construction Management:** During construction, Owner's project managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or Owner desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order.
 - g) **On-Going Technical Support:** Gordian shall be responsible for providing extensive on-going technical support to the Owner during normal business hours, excluding holidays. On-going technical support shall include providing updated contract documents, assisting with the procurement of additional JOC Contractors, providing Owner with access to all applicable updates and revisions to the IMS, and providing training for new Owner staff and JOC Contractors during the term of the Agreement. Providing on-going technical support is considered a vital component to ensuring a successful Owner JOC program.
2. **Optional Project Management Services:** On a project-by-project basis, Gordian shall provide project management services ("Project Management Services") to Owner, to be requested by Owner in its sole discretion. The project management services shall include the following:
- a) **Preconstruction:** Gordian's project manager will assist Owner in determining whether professional design services are required and conduct a pre-construction meeting with the Owner's representative(s), the JOC Contractor and, if applicable, the architect or engineer to review the basic project parameters and funding. Where design services are required, the project manager will work with the architects or engineers to coordinate necessary studies and design standards, and deliver plans and specifications that maximize the benefits of JOC for each Owner project. Next, the project manager will coordinate and share any preconstruction information with Owner, the JOC Contractor and other appropriate parties, and will assist in the coordination of the JOC Contractor obtaining the necessary permits.
 - b) **Site Visit:** During construction, Gordian's project manager will monitor the JOC Contractor's work in-progress, manage the JOC Contractor's compliance with the approved safety plan and complete a report for each site visit.
 - c) **Communication:** Gordian's project manager will provide weekly construction status reports to Owner, conduct project progress meetings with the JOC Contractor and staff on a periodic basis, and coordinate any required technical and code inspections.
 - d) **Supplemental Job Orders:** In the event there are unforeseen conditions or Owner requests changes to the Detailed Scope of Work after construction has begun, Gordian's project manager will analyze and process a supplemental Job Order by utilizing the procedures to develop the initial Job Order.
 - e) **Approvals:** Gordian's project manager will review and recommend for approval, or direct necessary revisions to, the JOC Contractor's applications for payment and obtain Owner's approval of the work. Final acceptance of the work will be the responsibility of Owner. Technical and code inspections will be the responsibility of the appropriate inspection agencies.

- f) **Project Close-out:** As the final step in the process, Gordian's project manager will enter all Job Order related information into the IMS and collect any required as-builts, warranties and OEMs from the JOC Contractor.

EXHIBIT C

FEES AND PAYMENT

Not-to-Exceed Price = \$200,000

FEES AND PAYMENT

1. **Fees for Required Services:** In consideration of the Required Services set forth Exhibit B of this Agreement and the JOC System License granted to Owner, Gordian shall be paid Fees according to the following schedule.
 - a) **JOC System License Fee:** Owner shall pay Gordian a JOC System License Fee equal to 1.95% of the value of the work ordered. The JOC System License Fee shall be payable when a Job Order is issued to the JOC Contractor.
 - b) **Job Order Development Fee:** Owner shall pay Gordian a Job Order Development Fee of 3.05% of the value of work ordered. The Job Order Development Fee shall be payable when a Job Order is issued to the JOC Contractor.
 - c) Except for Fees for Optional Services set forth in Section 2 of this Exhibit C, the fees listed in this Section 1 are the only fees due by the City to Consultant for Consultant's services. These fees do not include the Contractor License Fee set forth in Section 4 below, which Gordian shall charge to participating construction contractors.
2. **Fees for Optional Services:** In consideration of the optional Project Management Services set forth set forth in Exhibit B of this Agreement, Gordian shall, in addition to the applicable fees for the Required Services, be paid fees according to the following schedule:
 - a) **Project Management Fee:** Owner shall pay Gordian a Project Management Fee equal to 5.95% of the value of work ordered for requested Project Management Services. The Project Management Fee shall be payable upon completion and acceptance of the work by Owner, except at Gordian's election Job Orders requiring more than 60 days to complete may be invoiced monthly on a percentage of completion basis.
3. **Invoicing and Payment:** Gordian shall submit invoices for the Services to Owner monthly. Invoices for Fees shall include a description of all work ordered through the JOC program during the month. Owner shall pay Gordian's invoices within 30 calendar days from the invoice date. Any invoice not disputed by Owner in writing within 14 calendar days from the invoice date shall be deemed proper. In the event of a dispute, Owner shall pay all undisputed invoice amounts within 30 days of the original invoice date.
4. **Contractor License Fee:** It is understood that Gordian shall charge participating construction contractors a Contractor Licensing Fee ("CLF") of one percent (1%) of the value of the work ordered for the JOC Contractors' access to the Gordian's proprietary construction data and JOC applications. Gordian shall be responsible for all administrative duties relating to the invoicing and collections of the CLF.

EXHIBIT D**JOC SYSTEM LICENSE**

Gordian hereby grants to Owner, and Owner hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating Owner's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the JOC Information Management System (as defined below) applications and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), construction cost data, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and Owner shall return to Gordian all Proprietary Information in Owner's possession.

Owner acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. Owner further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Owner, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide to Owner all project data generated by Owner in a form accessible by a standard database program, such as Microsoft® Access®.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by Owner, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when Owner awards the contract, and provided the Contractor agrees to abide by the terms and conditions of the JOC System License Agreement presented as part of their use of the software. No other third-parties may access the Proprietary Information without Gordian's Consent.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by Owner, this JOC System License shall take precedence.

CITY OF SNOQUALMIE AGREEMENT FOR CONSULTANT SERVICES

Amendment No. 1 to Snoqualmie Job Order Contract Services

WHEREAS, on October 14, 2022, the City of Snoqualmie (“City”) and The Gordian Group Inc. (“Consultant”) entered into an Agreement for Consultant Services (the “Agreement”) that provides for Consultant to perform Job Order Contracting Consulting Services; and

WHEREAS, the City desires to extend the Agreement for Consultant Services from May 15, 2025 to May 15, 2026 in order to provide additional work to be completed under the contract;

WHEREAS, The contract allows for a single 12 Month extension past the initial term;

NOW, THEREFORE, the parties herein do mutually agree as follows:

Section 1. Contract Term extended from May 15, 2025 to May 15, 2026.

<p>CITY OF SNOQUALMIE, WASHINGTON</p> <p>By: _____ Its: Mayor</p> <p>Date: _____</p>	<p>CONSULTANT – The Gordian Group, Inc.</p> <p>By: _____ Typed/Printed Name: Dan Cook</p> <p>Its: _____</p>
<p>ATTEST:</p> <p>Deana Dean, City Clerk</p> <p>Date: _____</p>	

EXHIBIT C

FEES AND PAYMENT

Not-to-Exceed Price = \$200,000

FEES AND PAYMENT

1. **Fees for Required Services:** In consideration of the Required Services set forth Exhibit B of this Agreement and the JOC System License granted to Owner, Gordian shall be paid Fees according to the following schedule.
 - a) **JOC System License Fee:** Owner shall pay Gordian a JOC System License Fee equal to 1.95% of the value of the work ordered. The JOC System License Fee shall be payable when a Job Order is issued to the JOC Contractor.
 - b) **Job Order Development Fee:** Owner shall pay Gordian a Job Order Development Fee of 3.05% of the value of work ordered. The Job Order Development Fee shall be payable when a Job Order is issued to the JOC Contractor.
 - c) Except for Fees for Optional Services set forth in Section 2 of this Exhibit C, the fees listed in this Section 1 are the only fees due by the City to Consultant for Consultant's services. These fees do not include the Contractor License Fee set forth in Section 4 below, which Gordian shall charge to participating construction contractors.
2. **Fees for Optional Services:** In consideration of the optional Project Management Services set forth set forth in Exhibit B of this Agreement, Gordian shall, in addition to the applicable fees for the Required Services, be paid fees according to the following schedule:
 - a) **Project Management Fee:** Owner shall pay Gordian a Project Management Fee equal to 5.95% of the value of work ordered for requested Project Management Services. The Project Management Fee shall be payable upon completion and acceptance of the work by Owner, except at Gordian's election Job Orders requiring more than 60 days to complete may be invoiced monthly on a percentage of completion basis.
3. **Invoicing and Payment:** Gordian shall submit invoices for the Services to Owner monthly. Invoices for Fees shall include a description of all work ordered through the JOC program during the month. Owner shall pay Gordian's invoices within 30 calendar days from the invoice date. Any invoice not disputed by Owner in writing within 14 calendar days from the invoice date shall be deemed proper. In the event of a dispute, Owner shall pay all undisputed invoice amounts within 30 days of the original invoice date.
4. **Contractor License Fee:** It is understood that Gordian shall charge participating construction contractors a Contractor Licensing Fee ("CLF") of one percent (1%) of the value of the work ordered for the JOC Contractors' access to the Gordian's proprietary construction data and JOC applications. Gordian shall be responsible for all administrative duties relating to the invoicing and collections of the CLF.

EXHIBIT B

SCOPE OF WORK

Gordian will perform the following duties and responsibilities to complete the Services:

1. **Required Services:** Gordian shall provide the following services (“Required Services”) to Owner for the term of this Agreement:
 - a) **Program Development, Implementation and Support:** Gordian shall be responsible for the development, implementation, and on-going support of the Owner’s customized JOC program.
 - b) **Contract Documents:** Gordian shall be responsible for preparing the JOC documents that will be used by the Owner to procure the JOC construction contractors including:
 - i. **Unit Price Book(s):** Gordian shall prepare one or more customized Unit Price Books (also known as a Construction Task Catalog[®]) containing prices covering material, equipment, and labor costs for various units of construction, and adjusting these costs to current market conditions. Only local prevailing wages and local material and equipment costs (obtained directly from local, contractors, subcontractors, and suppliers) to price the Unit Price Books shall be used. The use of generic factors to localize prices is not acceptable. Unit prices for demolition shall be provided for each construction task. Therefore, every cost to install an item or unit shall be accompanied by a corresponding cost to remove the same item or unit. Tasks may also have several modifiers which adjust the price for variations in materials or for quantity discounts; and
 - ii. **Technical Specifications:** Gordian shall prepare and publish Technical Specifications describing the materials, performance, and installation requirements for each of the construction tasks listed in the unit price book. Where available, the Owner standard specifications shall be incorporated into the Technical Specifications; and
 - iii. **Contractual Terms and Conditions and Bid Forms:** Gordian shall prepare, in conjunction with Owner staff, contractual terms and conditions and bid forms which incorporate JOC language and forms with all appropriate Owner contract language and forms.
 - c) **Information Management System:** Gordian shall be responsible for providing the Owner with a comprehensive web-based JOC Information Management System (hereinafter referred to as “IMS”) for an unlimited number of Owner users. The JOC IMS must be capable of providing full project tracking, developing cost proposals, preparing independent Owner estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking MBE participation, and generating customized reports. Gordian must incorporate any current Owner forms and documentation into the IMS; and
 - d) **Procurement Support:** Gordian shall be responsible for providing Owner with procurement support to market the Owner JOC Program to potential JOC Contractor’s. If required by the Owner, Gordian shall conduct a bidder prequalification process to determine a qualified list of bidders. Gordian shall be required to organize and conduct pre-bid meetings with the interested bidders as well as make presentations on behalf of the Owner

with various business and Construction organizations. Gordian's staff assigned to perform procurement support must have JOC procurement experience; and

- e) **Training Programs:** Gordian shall be responsible for developing and conducting all training programs for the Owner and JOC Contractor staff to ensure that the JOC program functions properly. The training programs must include specialized training courses that will involve all Owner staff and JOC Contractors utilizing and administering the JOC program. The training programs must include extensive training on the use of the JOC IMS. All training must be "hands on" with user competency as the objective. Actual Owner projects that the Owner plans to perform through JOC may be included in the training programs; and
- f) **Job Order Development:** Gordian shall be responsible for providing the following Job Order Development services:
 - i. **Project Identification:** When a project is identified and requested by Owner, Gordian will contact Owner and assist with determining whether the project is appropriate for JOC.
 - ii. **Contractor Identification:** In the event Owner has multiple JOC Contractors, Gordian will assist the Owner in identifying the appropriate JOC Contractor for the project based on factors which include, but are not limited to, the type of work involved and the location of the project.
 - iii. **Joint Scope Meeting:** The Gordian's project manager will schedule a Joint Scope Meeting at the project site to help Owner and the JOC Contractor agree on the details of the work that the JOC Contractor will perform. The purpose of the scoping process is to allow the JOC Contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal. The goals of this process are to foster open communication, reduce misunderstandings and mistakes that lead to change orders, and provide results that are more cost-effective and collaborative.
 - iv. **Develop Detailed Scope of Work:** Gordian will assist in preparing a Detailed Scope of Work that describes the work the JOC Contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.
 - v. **Request for Price Proposal:** After all parties agree that the Detailed Scope of Work properly reflects the work to be performed, Gordian's project manager will send the Detailed Scope of Work and a Request for Proposal to the JOC Contractor.
 - vi. **Request Price Proposal:** As the next step in the process, the JOC Contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Unit Price Book. Gordian's IMS will automatically multiply the unit price of the task by the required quantities by the JOC Contractor's competitively bid Adjustment Factor. Gordian shall also request the JOC Contractor's preparation of any additional Owner required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
 - vii. **Price Proposal Review:** Gordian's project manager will review the Price Proposal to make sure the JOC Contractor has selected the appropriate tasks and quantities and will ask the JOC Contractor to make any required changes. Gordian will also obtain and review any Owner required information submitted by the JOC Contractor such as a construction schedule and list of proposed subcontractors. Gordian's project manager will submit the Price Proposal and related documents to Owner.

- viii. **Issue Job Order:** Once Owner approves the Price Proposal and related documents, and decides to move forward with the project, Owner is then responsible for the issuance of a job order (which may be in the form of a purchase order) to the selected JOC Contractor.
 - ix. **Construction Management:** During construction, Owner's project managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or Owner desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order.
 - g) **On-Going Technical Support:** Gordian shall be responsible for providing extensive on-going technical support to the Owner during normal business hours, excluding holidays. On-going technical support shall include providing updated contract documents, assisting with the procurement of additional JOC Contractors, providing Owner with access to all applicable updates and revisions to the IMS, and providing training for new Owner staff and JOC Contractors during the term of the Agreement. Providing on-going technical support is considered a vital component to ensuring a successful Owner JOC program.
- 2. Optional Project Management Services:** On a project-by-project basis, Gordian shall provide project management services ("Project Management Services") to Owner, to be requested by Owner in its sole discretion. The project management services shall include the following:
- a) **Preconstruction:** Gordian's project manager will assist Owner in determining whether professional design services are required and conduct a pre-construction meeting with the Owner's representative(s), the JOC Contractor and, if applicable, the architect or engineer to review the basic project parameters and funding. Where design services are required, the project manager will work with the architects or engineers to coordinate necessary studies and design standards, and deliver plans and specifications that maximize the benefits of JOC for each Owner project. Next, the project manager will coordinate and share any preconstruction information with Owner, the JOC Contractor and other appropriate parties, and will assist in the coordination of the JOC Contractor obtaining the necessary permits.
 - b) **Site Visit:** During construction, Gordian's project manager will monitor the JOC Contractor's work in-progress, manage the JOC Contractor's compliance with the approved safety plan and complete a report for each site visit.
 - c) **Communication:** Gordian's project manager will provide weekly construction status reports to Owner, conduct project progress meetings with the JOC Contractor and staff on a periodic basis, and coordinate any required technical and code inspections.
 - d) **Supplemental Job Orders:** In the event there are unforeseen conditions or Owner requests changes to the Detailed Scope of Work after construction has begun, Gordian's project manager will analyze and process a supplemental Job Order by utilizing the procedures to develop the initial Job Order.
 - e) **Approvals:** Gordian's project manager will review and recommend for approval, or direct necessary revisions to, the JOC Contractor's applications for payment and obtain Owner's approval of the work. Final acceptance of the work will be the responsibility of Owner. Technical and code inspections will be the responsibility of the appropriate inspection agencies.

- f) **Project Close-out:** As the final step in the process, Gordian's project manager will enter all Job Order related information into the IMS and collect any required as-builts, warranties and OEMs from the JOC Contractor.

Council Agenda Bill

AB Number

AB25-056

Agenda Bill Information

Title*

Northwest Railway Museum Restroom Maintenance and Operations agreement

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

04/28/2025

Staff Member

Jeff Hamlin

Department*

Public Works

Committee

Parks and Public Works

Committee Date

04/22/2025

Exhibits

Packet Attachments - if any

NRM Depot Restroom Agreement - Final.docx

30.26KB

Summary

Introduction*

Brief summary.

Agreement between the City of Snoqualmie and The Northwest Railway Museum for public restroom maintenance and operation.

Proposed Motion

Move to approve Agreement between the City of Snoqualmie and The Northwest Railway Museum for public restroom maintenance and operation.

Background/Overview*

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

The Depot building restroom owned by the Northwest Railway Museum (NRM) are maintained and operated by the City of Snoqualmie for public use. This agreement outlines the shared use, renovation requirements, and maintenance frequency and schedule.

Analysis*

This agreement formalizes and updates the maintenance and operations of the public use restroom located on NRM property which are expected to cost \$69,000 annually. This agreement also addresses needed minor repairs and upgrades to the restroom facilities for sustained future operation of the facilities. Most of the upgrades will be performed inhouse by Public Works staff at minimal cost of \$10,000.

Budgetary Status*

Funds have already been authorized in this year's budget.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$79,000.00	\$6,566,325.00	\$0.00

Budget Summary

Administration recommends approving the maintenance and operation agreement with the Northwest Railway Museum. The 2025-26 amended Budget appropriates \$6,566,325 for activities within the Parks and Streets Department (#001). Currently, \$831,134 has been spent in the 2025-26 biennium, with \$317,157 encumbered for contracts.

This contract is composed of several requirements from City resources. For the 2025-26 biennium, these amounts are estimated to be \$44,000 in regular staff salary and benefits, \$25,000 in overtime salary and benefits, and \$10,000 in repairs. The regular and overtime salary and benefit costs carry forward from the previous agreement. The estimated repairs represent an addition from the previous agreement. While all these costs are shown in the table below, the \$44,000 in regular City employee salary and benefits will be incurred regardless of this agreement.

With the addition of the staff labor and repairs associated with the agreement and totaling \$79,000, the remaining Biennial Budget appropriation is \$5,339,034 for the Parks & Streets Department (#001). Therefore, sufficient appropriation exists within the 2025-2026 Biennial Budget to fund the agreement.

Fiscal Impact Screenshot

AB25-056 Parks & Streets Department (#001)

	2025-26 Biennial Budget	
Beginning Budget	\$	6,566,325
Expenditures	\$	(831,134)
Outstanding Contract Value <i>(Previously Approved)</i>	\$	(317,157)
Current Available Budget	\$	5,418,034
Approximate Value of this Agreement <i>(AB25-056)</i>	\$	(79,000)
Available Budget after AB25-056	\$	5,339,034

**AGREEMENT BETWEEN THE CITY OF SNOQUALMIE AND NORTHWEST
RAILWAY MUSEUM FOR THE MAINTENANCE AND OPERATION OF PUBLIC
RESTROOMS IN SNOQUALMIE DEPOT**

THIS AGREEMENT is made this ____ day of _____, 2025, between the City of Snoqualmie ("the City") and Northwest Railway Museum ("NRM").

**I
RECITALS**

- A. The City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, title 35A RCW.
- B. NRM is a non-profit corporation organized under the laws of the State of Washington.
- C. On October 8, 2007, the City and NWRM executed an agreement for the planning, construction, operation and maintenance of improvements to the restrooms in NWRM's Depot to function as public restrooms in the Downtown Historic District.
- D. Pursuant to the October 8, 2007 Agreement, the planning and construction phase of Public Restrooms was completed.
- E. The City and NRM find it in their mutual best interests to enter into a new agreement for the maintenance and operation of Public Restrooms in the Downtown Historic District at NRM's Depot to avoid the duplication of facilities and minimize the cost.

**II
AGREEMENT**

- 1. The City and NRM shall cooperate in the operation and maintenance of the restrooms in NRM's Depot to function as public restrooms in the Downtown Historic District.
- 2. NRM shall provide the City satisfactory documentation that it is an organization described in Section 501(c)(3) of the Internal Revenue Code prior to expenditure of City funds. The City may at any time and for any reason request updated documentation that NRM is an organization described in Section 501(c)(3) of the Internal Revenue Code.
- 3. The Public Restroom Facilities shall be owned by NRM, but shall be maintained, operated, and repaired by the City, including but not limited to opening, closing, cleaning, and security in accordance with the terms of this agreement. City personnel shall have a right of entry at all times for such purposes, except during times when NRM prohibits public access.

4. NRM shall always have a right of entry to the Public Restroom Facilities and shall be provided keys or security codes for such entry. The obligations of the City for the Public Restroom Facilities shall not extend to the Depot building or grounds but only to the Public Restroom Facilities within the Depot.
5. The Public Restroom Facilities shall have entrances on the exterior of the Depot and shall be clearly signed as "Public Restrooms." The Public Restroom Facilities shall be open every day between the hours of 8:00 a.m. and 6:00 p.m., or such other hours as the Parks Department shall establish based on seasonal considerations. The public shall always have a right of entry over NRM property for the purpose of access to the Public Restroom Facilities when the facility is open to the public.
6. In the event NWRM prohibits public access to the Public Restroom Facilities for a special event occurring at the Depot, NRM shall provide alternative sanitary portable restroom and handwashing facilities at its sole expense in Railroad Park. NRM shall be responsible for cleaning and securing portable restrooms and handwashing facilities at its sole expense in Railroad Park. Public access shall not be prohibited for more than ten (10) days in aggregate in any calendar year. During such times, NRM shall be responsible for providing restroom supplies and cleaning and maintenance of the Public Restroom Facilities.
7. The City shall keep the Public Restroom Facilities clean and well supplied at all times they are open to the public. The City shall clean, maintain and repair the Public Restroom Facilities to a similar standard as City-owned restrooms in City parks. Routine Maintenance and Operation of the Public Restrooms shall be performed in accordance with the attached schedule, Attachment A.
8. The City and NWRM wish to implement needed upgrades to the restroom facilities. Upgrades include adjustments and improvements to the existing facilities to support ongoing long-term operations and maintenance. The City and NWRM shall cooperate to implement the improvements as detailed on the attached "NWRM RESTROOM IMPROVEMENTS SCHEDULE", Attachment B.
9. NRM shall promptly notify the City of any damage and maintenance issues. Promptly notify is defined as e-mailing or telephone call no later than 24 hours after observing damage or maintenance issues.
10. The Public Restroom Facilities shall have separate water, sewer, electric, and garbage accounts, which shall be paid by the City.
11. NRM shall provide casualty (property) insurance for the Public Restroom Facilities, insuring the Public Restroom Facilities to their full replacement value against fire,

windstorm, or other casualty, as part of its insurance on the Depot building. The City shall provide liability insurance for the Public Restroom Facilities with limits of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate. Both parties shall provide the other with evidence of such insurance, provided, evidence of the City's membership in the Washington Cities Insurance Authority self-insurance pool shall fulfill this requirement. Each party shall be solely responsible for any liability arising from the sole negligence of its officials, agents, and employees, and shall hold the other harmless therefrom.

12. In the event the Depot is damaged or destroyed by fire, windstorm, or other casualty and the Public Restroom Facilities are not available for public use, then NRM may at its option either apply the proceeds of its casualty insurance to rebuilding the Public Restroom Facilities or pay the proceeds attributable to the Public Restroom Facilities to the City, in which case this Agreement shall immediately terminate. The proceeds attributable to the Public Restroom Facilities shall be determined based on their depreciated value over a fifteen (15) year useful life.
13. The term of this agreement shall be five years from the date of signing this agreement and shall automatically renew thereafter for successive terms of five (5) years unless either party gives written notice of termination not less than ninety (90) days prior to the end of the initial term or any renewal thereof.
14. This Agreement expresses the entire understanding of the parties and may be amended only in a written agreement signed by both parties.
15. This Agreement shall be binding upon the parties, and their respective successors and assigns, and a memorandum of agreement shall be recorded in the King County Recorder's Office.

CITY OF SNOQUALAMIE

NORTHWEST RAILWAY MUSEUM

Richard R. Anderson, Executive Director

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk

Approved as to Form

Dena Burke, City Attorney

ATTACHMENT A
Snoqualmie Railroad Depot Public Restroom
MAINTENANCE ACTIVITIES & FREQUENCY

Task			
	Daily*	Weekly	Quarterly
Clean sinks	x		
Check & fill soap dispensers	x		
Sweep & mop floor	x		
Clean hand dryers		x	
Clean toilets & urinals	x		
Add waterless urinal solution		x	
Check/Empty sanitary waste containers	x		
Resupply toilet paper & toilet seat covers	x		
Clean exhaust fan housing		x	
Check/empty trash	x		
Clean mirrors	x		
Clean walls			x
Deep clean of restrooms			x

ATTACHMENT B

Snoqualmie Railroad Depot Public Restroom REPAIR & RENNOVATION ITEMS

Both sides of restroom (Men's & Women's)

- Replace (4) sink-mounted soap dispensers with more reliable units. (Contracted to others)
- Re-caulk sink edges (Snoqualmie Parks and Public Works)
- Re-caulk back of sink platform adjacent to walls (Snoqualmie Parks and Public Works)
- Re-caulk back of toilets adjacent to walls (Snoqualmie Parks and Public Works)
- Replace fluorescent lights with LED's (Snoqualmie Parks and Public Works)
- Replace (5) flushometer units on toilets with auto flush/manual option with lithium batteries (Snoqualmie Parks and Public Works)
- Remove (5) upper toilet seat cover dispenser in each restroom (Snoqualmie Parks and Public Works)
- Replace (5) lower toilet seat cover dispenser with stainless steel/more robust option (Snoqualmie Parks and Public Works)
- Check toilet paper dispensers in all toilet stalls meet ADA (Snoqualmie Parks and Public Works)
- Clean walls with magic eraser/other means, evaluate if they need repainting (Snoqualmie Parks and Public Works)

Men's Restroom

- Hot water elbow – repair/replace with Pex (Contracted to others)
- Re-varnish window frame behind sink (Contracted to others)
- Replace fabric bib over under-sink plumbing (Contracted to others)
- Replace existing waterless urinals with flush urinals – photo sensor/lithium battery with manual flush option (Contracted to others)

Women's Restroom

- Replace (2) damaged sanitary disposal units in toilet stalls (Contracted to others)
- Replace broken thermostat protector with robust housing (Contracted to others)
- Verify that the sink hot water valve operators in the women's restroom are not leaking (need the hot water repair to verify) and replace if necessary

Combined Entrance Way

- Install deadbolt/locking mechanism on left door to prevent it being propped open (Contracted to others)
- Replace broken swing-arm (Contracted to others)

Other

- Replace door lock controller (Ethernet-based device with programmable timer to operate existing electric magnet lock) with newer technology (work to be performed by Museum and reimbursed).
- Replace batteries in electric magnet door lock, and possibly add a UPS to extend useful operation after power failure to 24 hours.
- Consider replacing after hours exit feature with motion sensor to prevent visitors from being lock in after hours.

Council Agenda Bill

AB Number

AB25-053

Agenda Bill Information

Title*

Lease Agreement with Northwest Landscapes LLC

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

04/28/2025

Staff Member

Philip Bennett

Department*

Public Works

Committee

Parks and Public Works

Committee Date

04/22/2025

Exhibits

Packet Attachments - if any

CBRE Rental Appraisal_NLS Lease Site.pdf	4.13MB
Resolution - NLS Lease Agreement.docx	30.17KB
NLS Lease Site - Rental calculation FYI Finance & Legal.docx	13.35KB
NLS Wastewater Plant Site Ground Lease 2025_Final_4-16-25.pdf	486.74KB

Summary

Introduction*

Brief summary.

This Agenda Bill proposes a new lease agreement with an updated rental fee for a rental site on City property adjacent to the Water Reclamation Facility on Millpond Rd.

Proposed Motion

Move to adopt Resolution 1715 authorizing the Mayor to sign a lease agreement with Northwest Landscape Services LLC

Background/Overview*

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

A lease agreement was initiated between the City of Snoqualmie and Northwest Landscape Services LLC (NLS LLC) on September 30, 2016. An independent appraisal of the rental market value of this site was produced on November 27th, 2024, showing a significant increase in rental value. NLS LLC wish to

continue using the site and are willing to enter into a new lease agreement, with the increased rental rate.

Analysis*

Staff proposes to update the lease and increase the rental rate for the site adjacent to the Water Reclamation Facility currently being occupied by Northwest Landscape Services LLC. The previous rental rate, established in 2016 was \$1917.86 per month (not including leasehold tax). The proposed rental rate is \$4932 (not including leasehold tax).

Budgetary Status*

This action will bring in additional revenue.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$0.00	\$0.00	\$0.00

Budget Summary

The proposed rental rate associated with this lease will be \$59,184 annually (not including leasehold tax). This represents an annual increase to City revenue of \$36,170 as compared to the previous lease agreement.

Fiscal Impact Screenshot

Appraisal Report

CITY OF SNOQUALMIE STORAGE YARD - LEASE AREA 3

38180 Southeast Mill Pond Road
Snoqualmie, Washington 98065

Prepared for: City of Snoqualmie
Date of Report: November 27, 2024
CBRE File No.: CB24US085464-1



1420 Fifth Avenue, Suite 3800
Seattle, WA 98101

T (206) 683-8834
F (206) 292-1601

www.cbre.com/valuation

Date of Report: November 27, 2024

Philip Bennett
Deputy Director, Parks & Public Works
CITY OF SNOQUALMIE
38624 SE River Street
Snoqualmie, Washington 98065

RE: Appraisal of: City of Snoqualmie Storage Yard - Lease Area 3
38180 Southeast Mill Pond Road
Snoqualmie, King County, Washington 98065
CBRE File No.: CB24US085464-1

Dear Mr. Bennett:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market rental rate of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject of this analysis is a 0.97-acre (42,051 square foot) industrial site known as the City of Snoqualmie Storage Yard - 'Lease Area 3'. The subject is one of three leased sites totaling 7.17 acres (312,124 square feet) located on one parcel at 38180 Southeast Mill Pond Road in Snoqualmie, Washington.

Lease Area 3 is positioned at the southwest end of the parcel, nearest to the Snoqualmie River. The site is currently unimproved but has water and electricity available. The current zoning of UP, Utility Park, has limited permissible uses as will be discussed in the Zoning section. However, there is high demand for yard storage in Snoqualmie and the larger Eastside submarket. At the request of the client, we have determined the market rent for the subject site. This will be discussed in more detail in the Introduction section.

Based on the analysis contained in the following report, the market rental rate of the subject is concluded as follows:

MARKET VALUE CONCLUSION				
Appraisal Premise	Interest Appraised	Date of Value	Monthly Market Rent (\$)	Concluded Rent (\$/SF/Mo.)
Fair Market Rent - Lease Area 3	Fee Simple Estate	November 14, 2024	\$7,569	\$0.18
Compiled by CBRE				

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Mitchell Olsen, MAI has provided services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment. Keith A. Lee, MAI and Ben Keeter have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
9. Keith A. Lee, MAI has made a personal inspection of the property that is the subject of this report. Mitchell Olsen, MAI and Ben Keeter have not made a personal inspection of the property that is the subject of this report. Mitchell Olsen, MAI has previously inspected the property for two prior engagements with the client.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Keith A. Lee, MAI and Mitchell Olsen, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.



Keith A. Lee, MAI
Certified General 1101993 WA

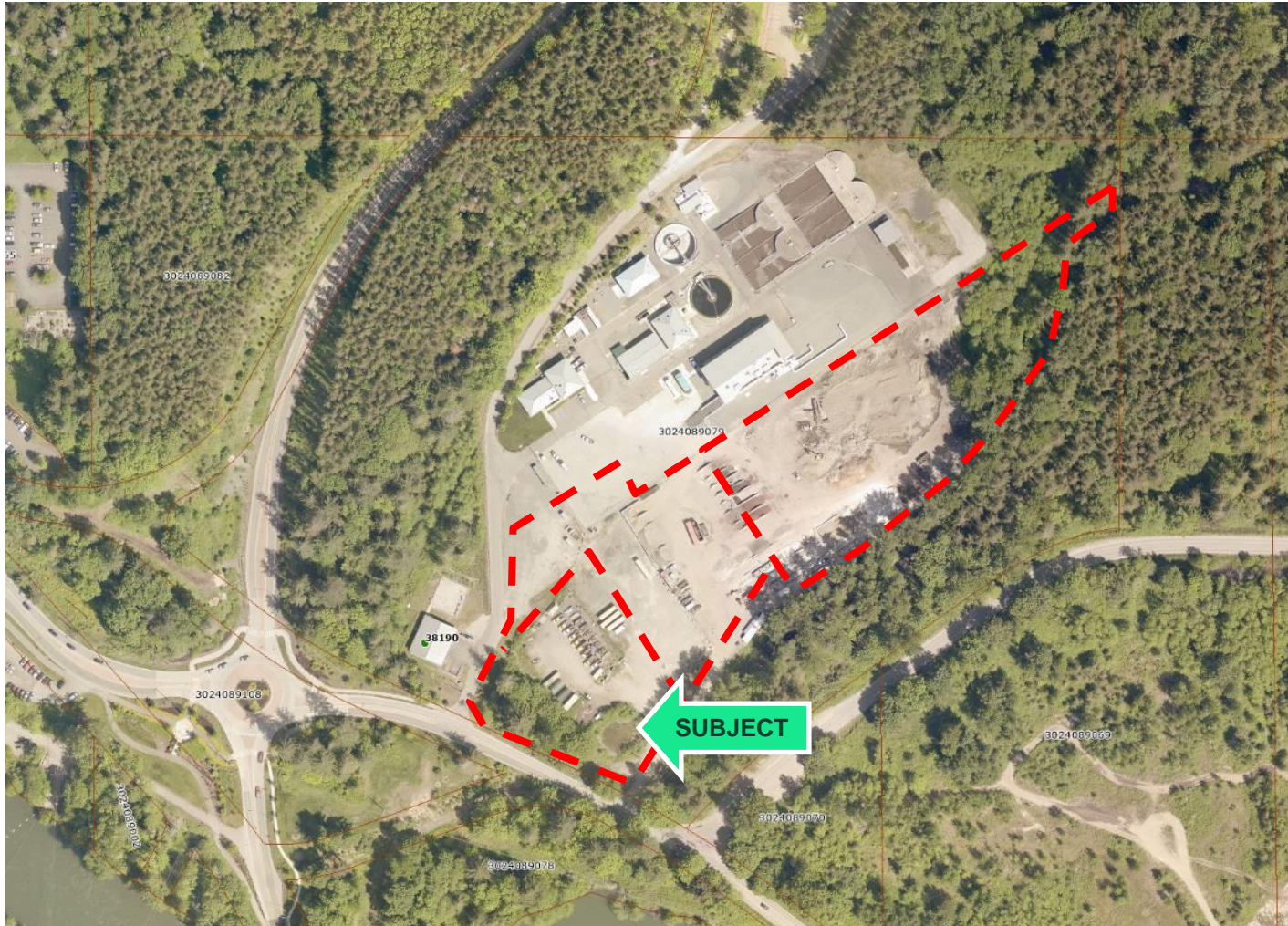


Mitchell Olsen, MAI
Certified General 1102176 WA



Ben Keeter
Trainee License 22020871 WA

Subject Photographs



Lease Area 3 is emphasized with the 'Subject' arrow

Aerial View (Source: King County Parcel Viewer and Client Data)



Subject Entrance



Subject Gated Perimeter



Yard Area



Yard Area



Yard Area

Executive Summary

Property Name	City of Snoqualmie Storage Yard - Lease Area 3
Location	38180 Southeast Mill Pond Road Snoqualmie, King County, WA 98065
Parcel Number(s)	3024089079
Client	City of Snoqualmie
Highest and Best Use	
As If Vacant	Yard Storage
Property Rights Appraised	Fee Simple Estate
Date of Report	November 22, 2024
Date of Inspection	November 14, 2024
Estimated Exposure Time	12 Months or less
Estimated Marketing Time	12 Months or less
Land Area (Lease Area 3)	0.97 AC 42,051 SF
Zoning	UP, Utility Park
Buyer Profile	Government Or Private Investor

CONCLUDED MARKET VALUE				
Appraisal Premise	Interest Appraised	Date of Value	Monthly Market Rent (\$)	Concluded Rent (\$/SF/Mo.)
Fair Market Rent - Lease Area 3	Fee Simple Estate	November 14, 2024	\$7,569	\$0.18
Compiled by CBRE				

Strengths, Weaknesses, Opportunities and Threats (SWOT)

Strengths/ Opportunities

- The subject has good access along SE Mill Pond Road, which connects to the primary commercial cores of Snoqualmie, North Bend, and Interstate 90;
- The subject sites are mostly cleared and level sites, with utilities (water and electricity) available;
- There is relatively high demand for yard storage sites like the subject. Given current economic conditions, most sites in the Puget Sound area are continuing use as Yard Storage rather than turning to development;
- The Puget Sound industrial market is desirable for national investors to place capital; therefore, investment rates still have downward pressure. Experts are projecting this trend to continue for the foreseeable future.

Weaknesses/ Threats

- The subject is located on the northern fringe of the City of Snoqualmie limits, which is a different market as compared to the downtown area;
- Snoqualmie is considered a secondary industrial market and has not experienced much growth outside of single-family residential development over the past several years;
- The current zoning has limited permissible uses for vertical development outside of community centers, libraries, police/fire stations, or museums;

- Commercial real estate market conditions have deteriorated at the macro level. The significant recent increase in the cost of capital and reduced volume of transaction activity is impacting price discovery and creating an increase in uncertainty. Increasing interest rates and subdued economic growth will continue to weigh on commercial real estate fundamentals and investment transaction volumes. This creates a higher degree of uncertainty in general, though the impacts may vary by market and asset class/type.

Market Volatility

We draw your attention to a combination of inflationary pressures beginning in 2022, which led to higher interest rates during this period, slowing job growth, stress in banking systems, which have significantly increased the potential for constrained credit markets, negative capital value movements, and enhanced volatility in property markets. Beginning in September of 2024, the Fed began lowering the federal funds rate by 50 basis points, with two more cuts expected in 2024. While this may help bolster future commercial real estate investment activity the risk of near-term market volatility remains.

Experience has shown that consumer and investor behavior can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and the potential for changing market conditions.

It is important to note that the conclusions set out in this report are valid as of the valuation date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

Current Economic Conditions

At its November 2024 meeting, the Federal Reserve announced an additional 25-basis point (bps) interest-rate cut. This follows a larger 50-basis point cut in September, which brought the rate down from a peak of 5.25% to 5.50% for most of 2024. The rate is currently at a range of 4.50% to 4.75%. While the cuts provide an expectation that GDP growth and inflation will become more balanced by year-end, it remains attentive to inflation risks.

While opinions vary on future economic issues, the general market consensus at the time of this appraisal is that the historically high interest rates and economic uncertainty will keep real estate market activity reasonably subdued. The election and uncertainty will likely cause volatility in financial markets; however, leasing activity will remain relatively resilient as economic growth outpaces expectations. CBRE expects that investment activity will pick up into year-end as markets fully reprice the federal reserve's interest rate decision. However, amid this uncertain and dynamic environment, investment market performance will be uneven across property type.

Extraordinary Assumptions

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.”¹

- None noted

¹ The Appraisal Foundation, *USPAP, 2024 Edition* (Effective January 1, 2024)

Hypothetical Conditions

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.”²

- None noted

Ownership and Property History

Title to the property is currently vested in the name of the City of Snoqualmie, who acquired title to the property on April 1, 2009. To the best of our knowledge, there has been no ownership transfer of the property during the previous three years.

Exposure/Marketing Time

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- the opinions of market participants.

The following table presents the information derived from these sources.

EXPOSURE/MARKETING TIME DATA			
Investment Type	Exposure/Mktg. (Months)		
	Range		Average
Local Market Professionals	6.0	- 12.0	9.0
CBRE Exposure Time Estimate	12 Months or less		
CBRE Marketing Period Estimate	12 Months or less		
Various Sources Compiled by CBRE			

² The Appraisal Foundation, *USPAP, 2024 Edition* (Effective January 1, 2024)

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ADDENDA

Legal Description

Client Contract Information

Qualifications

Scope of Work

This Appraisal Report is intended to comply with the real property appraisal development and reporting requirements set forth under Standards Rule 1 and 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied.

Intended Use Of Report

This appraisal is to be used for business decision making and no other use is permitted.

Client

The client is City of Snoqualmie.

Intended User Of Report

This appraisal is to be used by City of Snoqualmie. No other user(s) may rely on our report unless as specifically indicated in this report.

Intended users are those who an appraiser intends will use the appraisal or review report. In other words, appraisers acknowledge at the outset of the assignment that they are developing their expert opinions for the use of the intended users they identify. Although the client provides information about the parties who may be intended users, ultimately it is the appraiser who decides who they are. This is an important point to be clear about: The client does not tell the appraiser who the intended users will be. Rather, the client tells the appraiser who the client needs the report to be speaking to, and given that information, the appraiser identifies the intended user or users. It is important to identify intended users because an appraiser's primary responsibility regarding the use of the report's opinions and conclusions is to those users. Intended users are those parties to whom an appraiser is responsible for communicating the findings in a clear and understandable manner. They are the audience.³

Reliance Language

Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market rent and market value of the subject property.

³ Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020), 40.

Definition of Value

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

Interest Appraised

The value estimated represents the **Fee Simple Estate** as defined below:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.⁵

Leased Fee Interest - The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.⁶

Leasehold Estate - The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.⁷

Going Concern – An established and operating business having an indefinite future life.⁸

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records

⁴ 12 CFR, Part 34, Subpart C-Appraisals, 34.42(h).

⁵ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022), 73.

⁶ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022), 105.

⁷ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022), 105.

⁸ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022), 83.

Extent to Which the Property is Inspected

Keith A. Lee, MAI inspected the subject, as well as its surrounding environs on the effective date of appraisal. This inspection was considered adequate and is the basis for our findings.

Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable data

Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The steps required to complete each approach are discussed in the methodology section.

Statement of Competency

The appraisers have the appropriate knowledge, education and experience to complete this assignment competently.

Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
Site Data	
Size	Client Provided Measurements
Other	
Ownership	King County Assessor
Taxes	King County Assessor & Treasurer
Regional Economy	CBRE OneDimension, Washington State Department of Employment
Demographics	ESRI
Market Statistics	CBRE MarketView
Zoning	City of Snoqualmie Municipal Code
Flood Zone	FEMA
Items Not Provided	Title report, site plans, environmental site assessment, geotechnical survey
Compiled by CBRE	

Appraisal Methodology

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach;
- Income Capitalization Procedures;
- Allocation; and
- Extraction.

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, among others, (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

The income capitalization procedures include three methods: land residual technique, ground rent capitalization, and Subdivision Development Analysis. A discussion of each of these three techniques is presented in the following paragraphs.

The land residual method may be used to estimate land value when sales data on similar parcels of vacant land are lacking. This technique is based on the principle of balance and the related concept of contribution, which are concerned with equilibrium among the agents of production--i.e. labor, capital, coordination, and land. The land residual technique can be used to estimate land value when: 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or estimable, and 3) both building and land capitalization rates can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.

The subdivision development method is used to value land when subdivision and development represent the highest and best use of the appraised parcel. In this method, an appraiser determines the number and size of lots that can be created from the appraised land physically, legally, and economically. The value of the underlying land is then estimated through a discounted cash flow analysis with revenues based on the achievable sale price of the finished product and expenses based on all costs required to complete and sell the finished product.

The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of a site. Ground rent is paid for the right to use and occupy the land according to the terms of the ground lease; it corresponds to the value of the landowner's interest in the land. Market-derived capitalization rates are used to convert ground rent into market value. This procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and reasonable support for capitalization rates can be obtained.

The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

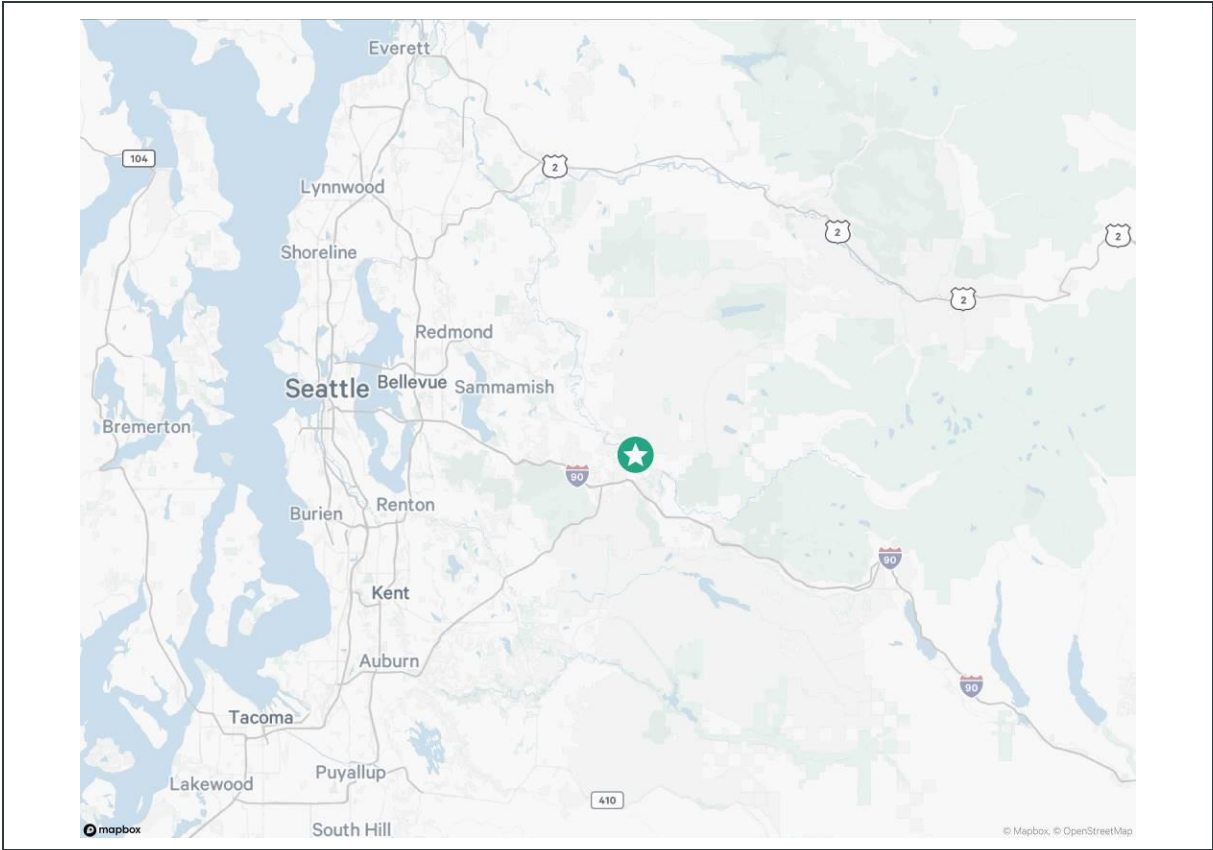
The extraction method is a variant of the allocation method in which land value is extracted from the sale price of an improved property by deducting the contribution of the improvements, which is estimated from their depreciated costs. The remaining value represents the value of the land. Value indications derived in this way are generally unpersuasive because the assessment ratios may be unreliable and the extraction method does not reflect market considerations.

For the purposes of this analysis, we have utilized the Sales Comparison Approach to determine the underlying land value, and the Income Capitalization Approach within the Highest and Best use Analysis, as these methodologies are typically used for sites that are feasible for immediate development.

Methodology Applicable to the Subject

In determining the subject's market rent, the primary methodology is established by rent comparables and discussions with market participants.

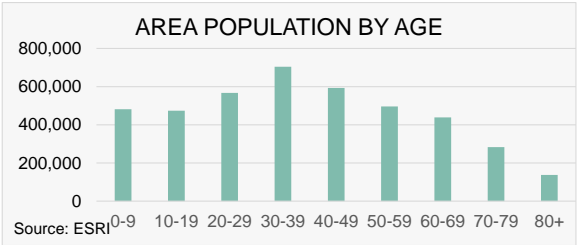
Area Analysis



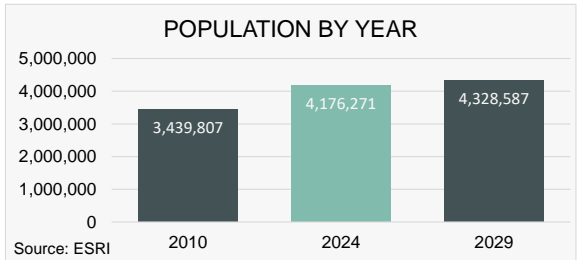
The subject is located in the Seattle-Tacoma-Bellevue, WA Metropolitan Statistical Area. Key information about the area is provided in the following tables.

Population

The area has a population of 4,176,271 and a median age of 38, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.



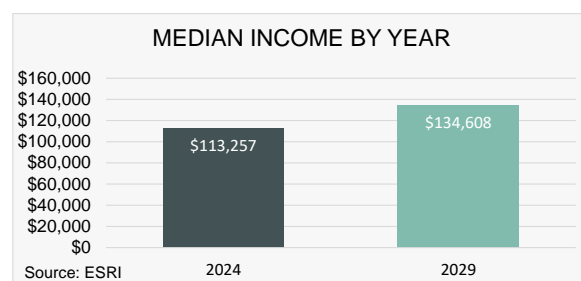
Population has increased by 736,464 since 2010, reflecting an annual increase of 1.4%. Population is projected to increase by 152,316 between 2024 and 2029, reflecting a 0.7% annual population growth.



Source: ESRI, downloaded on Nov, 20 2024

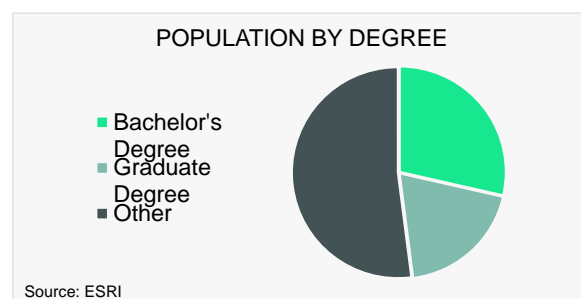
Income

The area features an average household income of \$160,268 and a median household income of \$113,257. Over the next five years, median household income is expected to increase by 18.9%, or \$4,270 per annum.

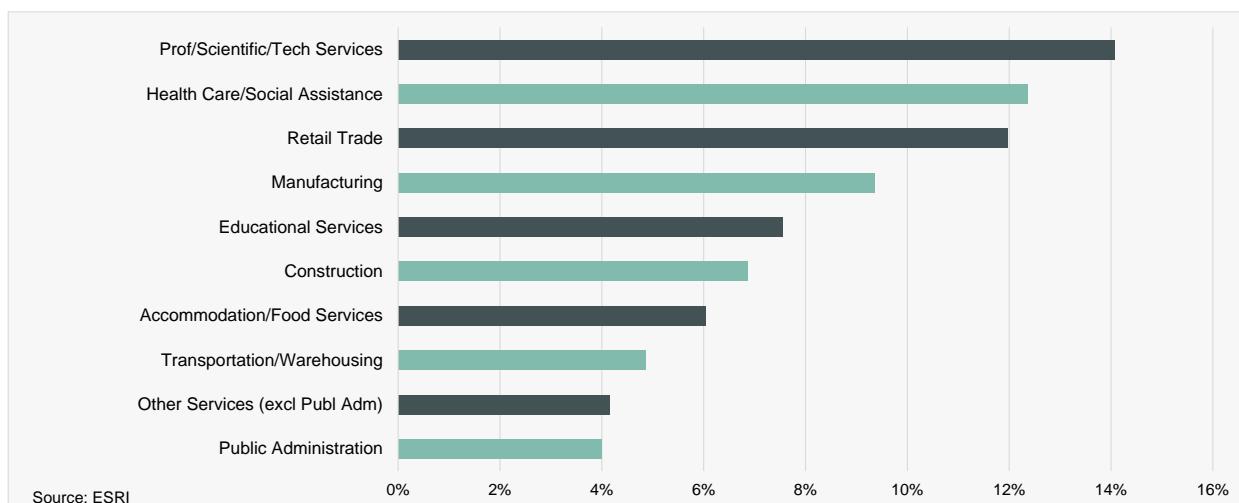


Education

A total of 48.0% of individuals over the age of 24 have a college degree, with 28.6% holding a bachelor's degree and 19.4% holding a graduate degree.



Employment

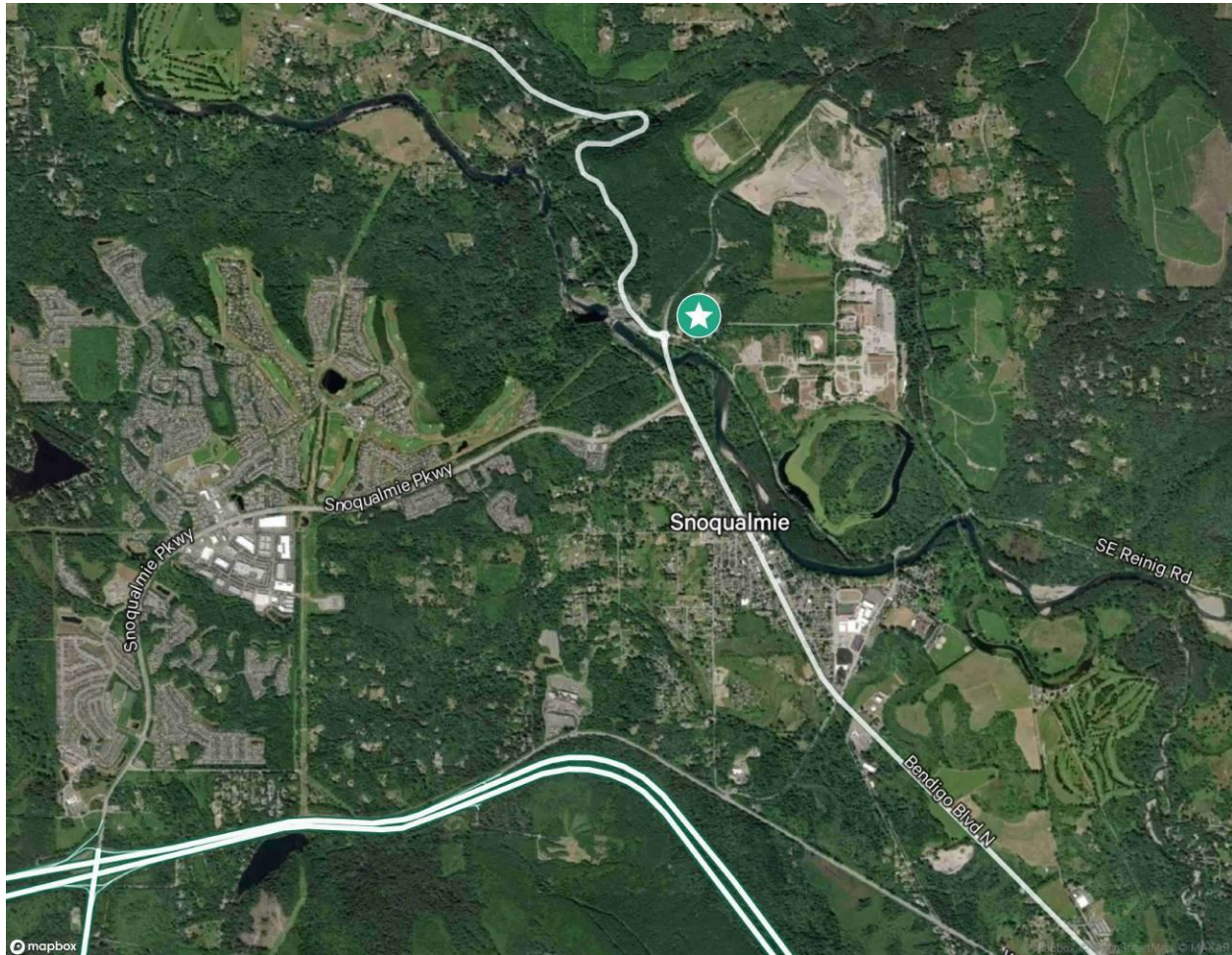


The area includes a total of 2,254,233 employees and has a 5.0% unemployment rate. The top three industries within the area are Prof/Scientific/Tech Services, Health Care/Social Assistance and Retail Trade, which represent a combined total of 38% of the workforce.

Source: ESRI, downloaded on Nov 20, 2024; BLS.gov dated Jul 1, 2024 (preliminary)

In summary, the area is forecasted to experience an increase in population and an increase in household income.

Neighborhood Analysis



Location

The subject is located in the downtown neighborhood area of Snoqualmie within the City of Snoqualmie in east King County. Snoqualmie is comprised of two general neighborhoods; downtown and the surrounding area and Snoqualmie Ridge. The downtown area of Snoqualmie is older in nature and was developed more than 100 years ago as a logging community. The subject property is located approximately 0.7 miles southeast of the main downtown retail cluster and one block south of Mt Si High School.

Boundaries

The neighborhood boundaries are detailed as follows:

North:	Snoqualmie River
South:	Interstate 90
East:	Meadowbrook Way
West:	Snoqualmie Parkway

Land Use

The immediate area consists of commercial development along Railroad Avenue, open space, single family development and two public schools, Mt Si High School and Snoqualmie Elementary School. Most houses and commercial buildings in the immediate area maintain their historic vintage character. Downtown Snoqualmie includes storefront retail, strip retail, a single gas station, a grocery store, and several bars and restaurants and this area is located roughly $\frac{3}{4}$ mile to the west.

The City of Snoqualmie is approximately 30 miles east and a half-hour drive from Seattle. The biggest attraction in town is Snoqualmie Falls, a world-renown waterfall that cascades 268 feet over granite cliffs.

The downtown Snoqualmie neighborhood, which is generally defined as downtown and all the surrounding streets, has a population of roughly 2,000 residents; however, the city's population is 16,922 according to ESRI. Most of this population is attributed to Snoqualmie Ridge. About another 10,000 residents live in and around the neighboring city of North Bend. Together, these three areas make up the "Upper Snoqualmie Valley" and this area has become a growing suburban area of the Seattle/Bellevue metro area.

Access

Primary access to the subject neighborhood is provided by Interstate 90, which can be accessed roughly three miles from the subject and downtown at Exit 27. The primary thoroughfare serving the area is State Route 202, which connects North Bend to the east with Redmond to the west. Several arterial roads are located in the area which include both Park Street and Meadowbrook Way SE, which have the subject's perimeter streets. However, these roadways do not produce heavy volumes of traffic. Downtown Snoqualmie has public bus stops and this area is located roughly $\frac{3}{4}$ mile to the west.

Snoqualmie's close proximity to Interstate 90, which connects both to Downtown Bellevue and Downtown Seattle to the west make it a desirable residential location. Given the relatively close proximity and favorable commuter traffic along Interstate 90, the Snoqualmie area is a growing residential area for employees working in both the Bellevue and Seattle CBDs.

Demographics

Selected neighborhood demographics in 1-, 3- and 5-mile radius from the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS				
38180 Southeast Mill Pond Road Snoqualmie, WA 98065	1 Mile Radius	3 Mile Radius	5 Mile Radius	Seattle-Tacoma-Bellevue, WA Metropolitan Statistical Area
Population				
2029 Total Population	930	17,204	29,537	4,328,587
2024 Total Population	894	16,922	28,992	4,176,271
2010 Total Population	756	13,269	23,489	3,439,807
2000 Total Population	588	5,117	14,784	3,043,878
<i>Annual Growth 2024 - 2029</i>	<i>0.79%</i>	<i>0.33%</i>	<i>0.37%</i>	<i>0.72%</i>
<i>Annual Growth 2010 - 2024</i>	<i>1.20%</i>	<i>1.75%</i>	<i>1.51%</i>	<i>1.40%</i>
<i>Annual Growth 2000 - 2010</i>	<i>2.54%</i>	<i>10.00%</i>	<i>4.74%</i>	<i>1.23%</i>
Households				
2029 Total Households	325	5,555	10,022	1,682,513
2024 Total Households	317	5,544	9,979	1,625,915
2010 Total Households	266	4,520	8,463	1,357,475
2000 Total Households	213	1,842	5,571	1,196,568
<i>Annual Growth 2024 - 2029</i>	<i>0.50%</i>	<i>0.04%</i>	<i>0.09%</i>	<i>0.69%</i>
<i>Annual Growth 2010 - 2024</i>	<i>1.26%</i>	<i>1.47%</i>	<i>1.18%</i>	<i>1.30%</i>
<i>Annual Growth 2000 - 2010</i>	<i>2.25%</i>	<i>9.39%</i>	<i>4.27%</i>	<i>1.27%</i>
Income				
2024 Median Household Income	\$184,990	\$200,001	\$185,157	\$113,257
2024 Average Household Income	\$222,676	\$237,380	\$228,001	\$160,268
2024 Per Capita Income	\$76,017	\$77,863	\$78,545	\$62,497
2024 Pop 25+ College Graduates	314	6,858	11,720	1,420,882
Age 25+ Percent College Graduates - 2024	54.4%	65.2%	62.0%	48.0%
Source: ESRI				

Conclusion

Overall, the subject is well located in the neighborhood, and is within a reasonable distance from major highway access, shopping, education facilities, and employment centers. The outlook for the neighborhood is for relatively strong growth performance over the next several years in relation to population growth and the area has a higher income demographic in relation to the county and MSA, and as a result, the demand for existing developments is expected to remain strong.

Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS			
Physical Description			
Gross Site Area	7.17 Acres	312,124 Sq. Ft.	
Net Site Area (Lease Area 3)	0.97 Acres	42,051 Sq. Ft.	
Primary Road Frontage	SE Mille Pond Road		
Excess Land Area	None		
Shape	Irregular		
Topography	Generally Level		
Parcel Number(s)	3024089079		
Zoning District	UP, Utility Park		
Flood Map Panel No. & Date	53033C0737G	19-Aug-20	
Flood Zone	Zone X (Shaded)		
Adjacent Land Uses	Water treatment facility, Snoqualmie River, Vacant land		
Earthquake Zone	D		
Comparative Analysis		Rating	
Visibility		Average	
Functional Utility		Average	
Traffic Volume		Average	
Adequacy of Utilities		Assumed Adequate	
Landscaping		Average	
Drainage		Assumed Adequate	
Utilities	Availability	Comments	
Water	Yes	City of Snoqualmie	
Sewer	Yes	City of Snoqualmie	
Natural Gas	Yes	Puget Sound Energy	
Electricity	Yes	Puget Sound Energy	
Telephone/Cable/Internet	Yes	---	
Mass Transit	Yes	Metro King County	
Other	Yes	No	Unknown
Detrimental Easements			x
Encroachments			x
Deed Restrictions			x
Reciprocal Parking Rights			x
Various sources compiled by CBRE			

Ingress/Egress

Ingress and egress is available to the site via an access point from SE Mill Pond Road located along the southern border of the subject property.

Easements and Encroachments

There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

Covenants, Conditions and Restrictions

There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a copy of the current covenants, conditions and restrictions, if any, prior to making a business decision.

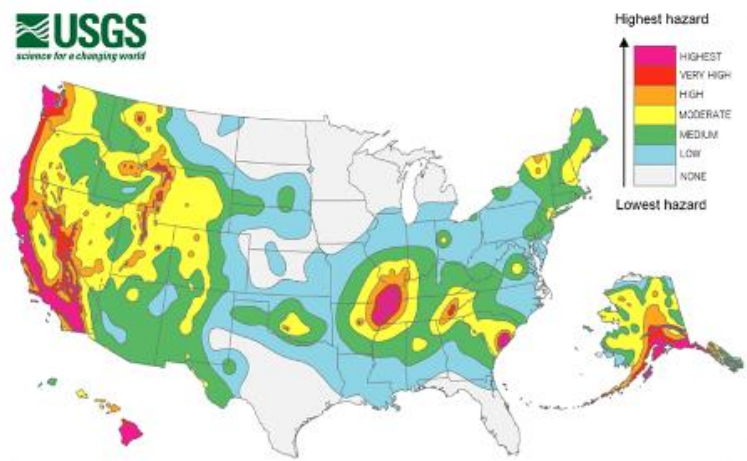
Environmental Issues

Although CBRE was not provided an Environmental Site Assessment (ESA), a tour of the site did not reveal any obvious issues regarding environmental contamination or adverse conditions.

The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

Seismic Hazards (Earthquakes)

Based a review of the map below, the subject is located in a high-risk area.

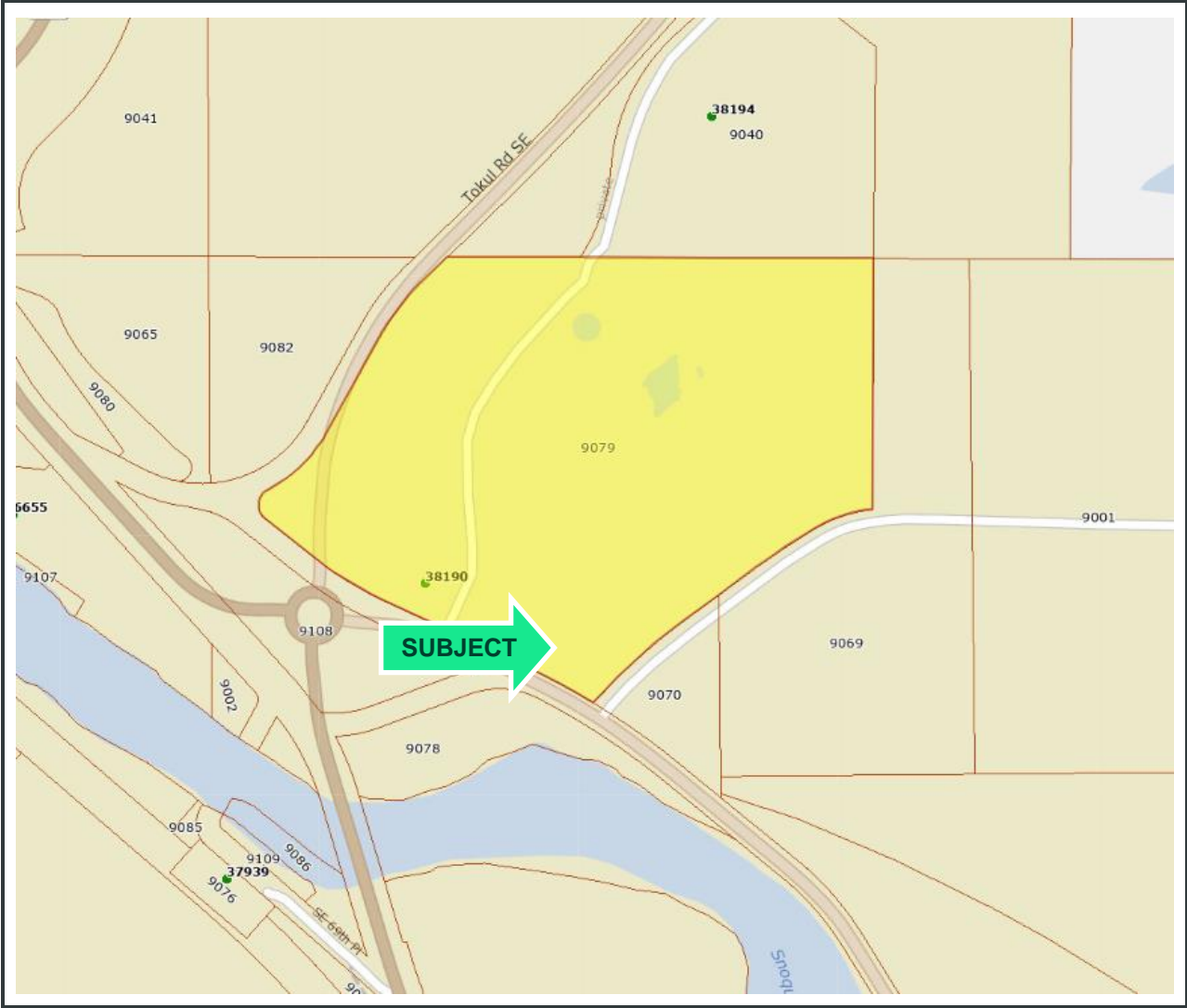


Flood Zone

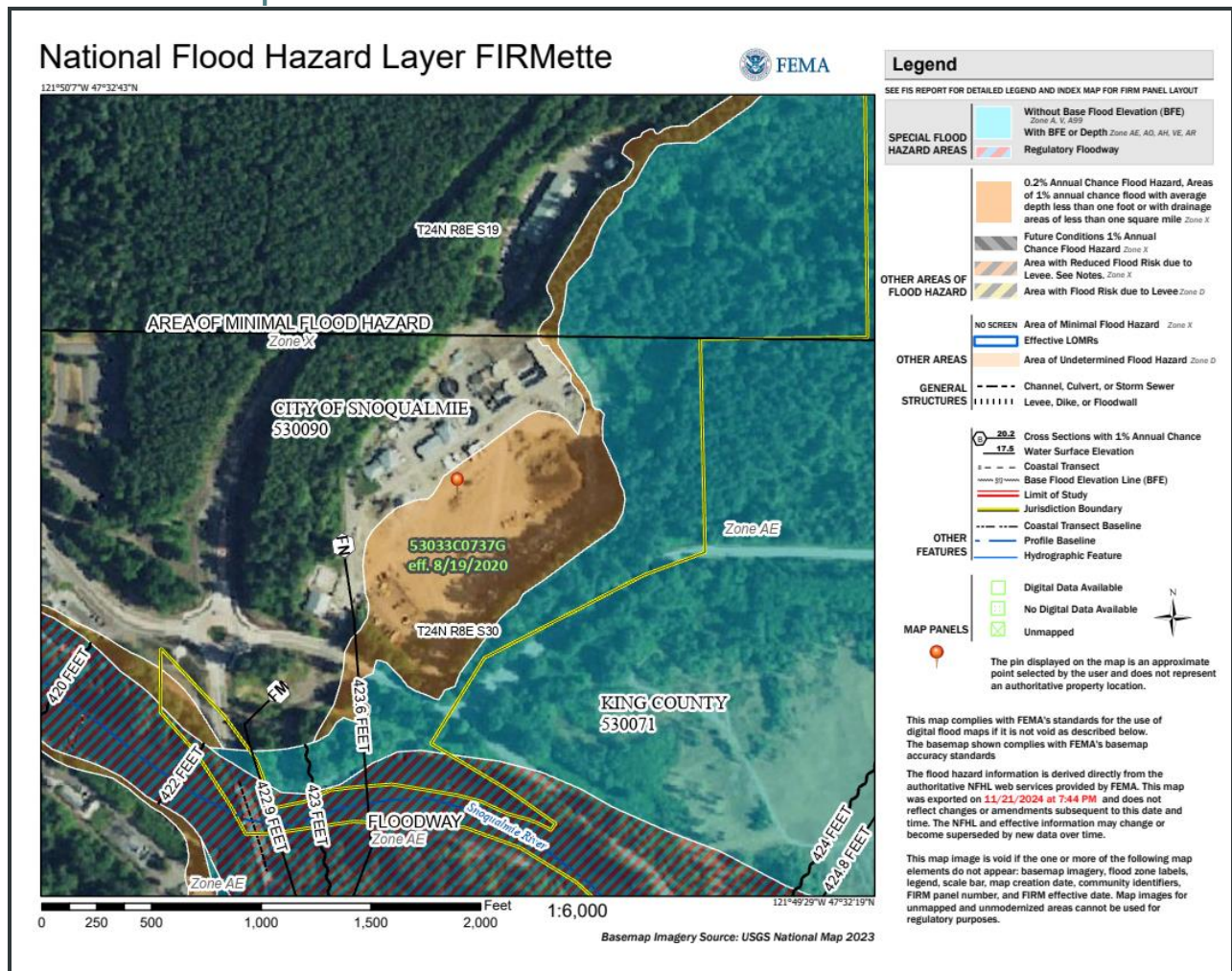
According to flood hazard maps published by the Federal Emergency Management Agency (FEMA), the site is within Zone X (Shaded), as indicated on Community Map Panel No. 53033C0737G. FEMA defines the flood zone(s) as follows:

Zones B and X (shaded) are areas of 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance (base flood) sheet flow flooding with average depths of less than 1 foot, areas of base flood stream flooding with a contributing drainage area of less than

Plat Map



Flood Plain Map



Zoning

The following chart summarizes the subject's zoning requirements.

ZONING SUMMARY	
Current Zoning	UP, Utility Park
Legally Conforming	Yes
Uses Permitted	Parks, open space, public utilities, governmental uses (police & fire stations), and wastewater treatment are permissible. A variety of conditional uses aimed toward public use (museums, community centers, etc.)
Zoning Change	Not likely
Category	Zoning Requirement
Minimum Lot Size	10,000 Sq. Ft.
Minimum Lot Width	100 Feet
Maximum Height	35 Feet
Minimum Setbacks	
Front Yard	30 Feet
Street Side Yard	20 Feet
Rear Yard	30 Feet
Parking Requirements	Varies upon use
Source: King County Planning and Zoning Dept.	

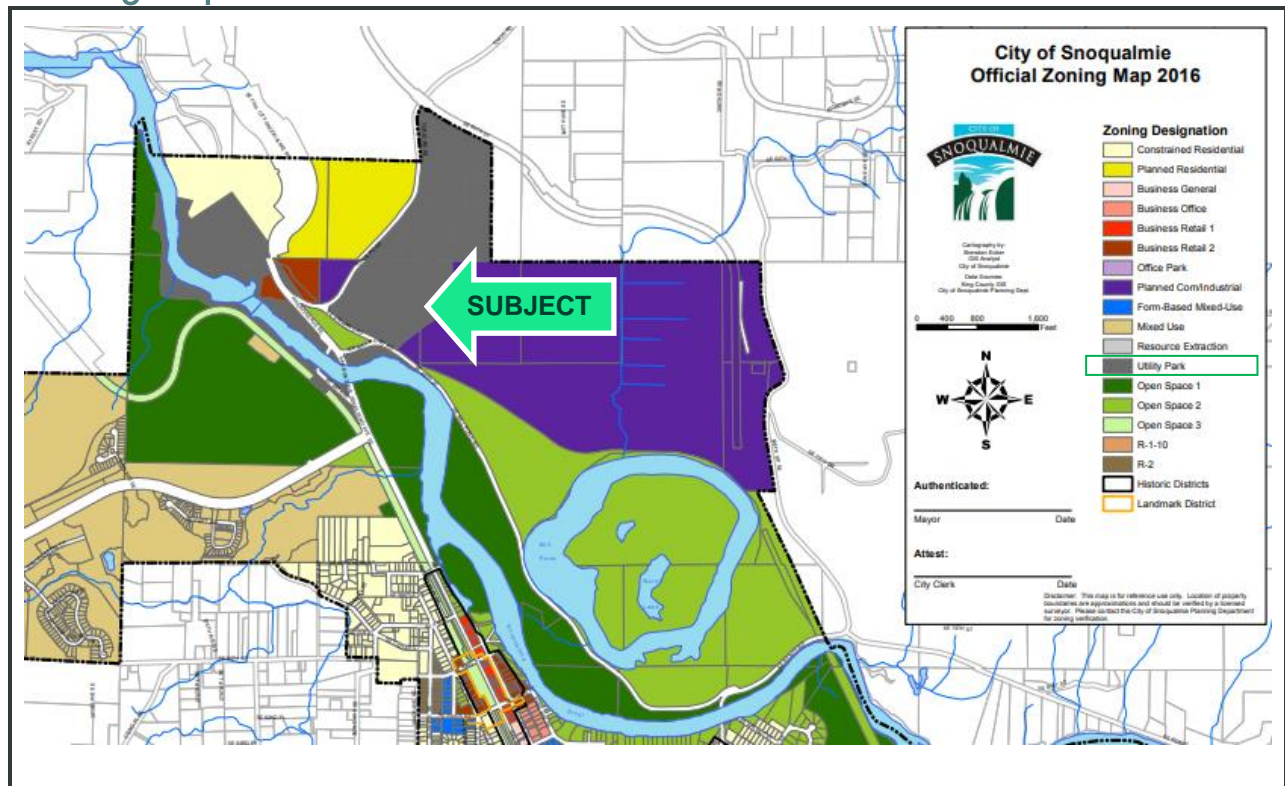
Analysis and Conclusion

According to the City of Snoqualmie Municipal Code, “the purpose of the conservation/resource districts is to provide land that should not be developed intensively for urban purposes in order to provide an ample supply of open space, protect natural features and processes, provide active and passive recreational opportunities, conserve agricultural resources, protect and enhance important wildlife corridors, and generally sustain a high quality natural environment.”

Utility Park District (UP). The utility park district is an area containing unique natural resources and is intended to provide areas appropriate for hydroelectric generation and associated facilities, public or private parks and open space with appropriate visitor-related commercial services, utility treatment plants and other municipal facilities.”

Please note there is a potential for a rezone to Commercial/Industrial that does allow some limited retail uses. Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, CBRE has assumed the information obtained is correct.

Zoning Map



Tax Assessment Data

The subject is owned by the City of Snoqualmie and is a government owned property. As such, there are no historical assessments, the subject is tax exempt and pays only for special assessments. A sale of the subject to a non-government party, would trigger an assessment. We are not concluding a pro forma in our analysis.

Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

As Vacant

The property is zoned UP, Utility Park, which permits parks, open space, public utilities, governmental uses (police & fire), and wastewater treatment uses. A variety of conditional uses aimed toward public use (museums, community centers, etc.) are also allowed. The adjacent property to the east is zoned industrial/commercial, however, given the larger use on the subject parcel as a wastewater treatment facility, there are very limited uses for the subject site. As is evident and supported by the current use, yard storage for material or parking is in high demand. The subject site benefits from having water and electricity and are generally level; ideal for storage users. It is our opinion and based on conversations with brokers knowledgeable of the subject property and demand for this type of space, the highest and best use is for continued yard storage.

Market Rent Estimate

Discussion/Analysis of Yard Rent

Please note that market rent is often determined based upon a rate of return on the fee simple land value. The difficulty with the subject property is the zoning as UP, Utility Park. We did not find any directly comparable sales that have as many restricted uses, and to compare with open space or sites not feasible for development would place the value significantly lower than what can be achieved as yard storage. There is strong demand for sites like the subject for yard storage. Most vacant sites that are zoned for industrial or commercial have been developed on or have different, more intensive highest and best uses.

It's important to that even if the site were to be rezoned, it is our opinion that it would not impact the achievable market rent that is concluded in this section. Even if an applicable rezone allowed this type of use, it goes back to the highest and best use of the location. Until the cost of constructions significantly decreases and this area starts to be redeveloped, it is our opinion that the highest and best use is continued for yard storage regardless of the underlying zoning. Long term, it could have an impact.

In order to determine current market rent, we have surveyed Eastside and Northend submarkets for yard leases. Finding yard storage lease agreements is not very common, as many leases may include yard storage in the lease with increased rent payments. The following chart illustrates the most recent leases and current listings in the two competitive submarkets:

SUMMARY OF COMPARABLE LAND RENTALS									
No.	Lease Date	Location	Tenant	Land Size (AC)	Land Size (SF)	Lease Terms (Years)	Annual Rent	Rent \$/SF	Rent \$/SF/Mo.
1	November-24	3000 Frontage Rd, Everett	Amazon.com Services	1.50	65,340	3	\$94,090	\$1.44	\$0.12
2	April-24	3200 35th Avenue NE, Everett	Dogwood Industries	12.50	544,500	5	\$1,622,500	\$2.98	\$0.25
3	October-23	5927 234th Street SE, Woodinville (Lot X)	SRS Distribution (Expansion)	3.85	58,800	8	\$197,568	\$3.36	\$0.28
4	July-23	3807 28th Pl NE, Everett	Confidential	10.00	435,600	Confidential	\$784,080	\$1.80	\$0.15
5	July-23	3603 136th Street NE, Marysville	Confidential	1.38	60,000	Confidential	\$111,600	\$1.86	\$0.16
6	June-23	9150 Willows Rd NE, Redmond	Accurate Autobody	1.62	70,757	2	\$254,725	\$3.60	\$0.30
7	April-23	5927 234th Street SE, Woodinville	Stoneway	3.00	130,680	Undisclosed	\$548,856	\$4.20	\$0.35
8	November-20	Smith Island, Everett	Swanson	7.00	304,920	3	\$336,000	\$1.10	\$0.09
9	July-20	2500-2610 W Casino Road, Everett	GTE Supply	1.03	44,867	2	\$118,448	\$2.64	\$0.22
10	November-24	Site A, 19220 NE Union Hill Rd, Redmond	Available/Listing	3.20	139,392	Neg.	\$752,717	\$5.40	\$0.45
11	November-24	7417 W Bostian Rd, Woodinville	Available/Listing	1.66	72,310	Neg.	\$269,716	\$3.73	\$0.31
Subj.	---	38180 Southeast Mill Pond Road Snoqualmie, WA 98065	---	0.97	42,051				
Compiled by CBRE									

The lease comparables range from \$0.09 to \$0.35 per square foot NNN, with listings in superior markets at \$0.31 and \$0.45 per square foot NNN. The average rate of the lease comparables is \$0.21 per square foot, with a median of \$0.22 per square foot NNN.

The high end of the range is set by Comparable 10, a listing of a 3.20-acre site located in Redmond, WA. The site (Site A) is zoned Industrial and features a completely paved yard equipped with secured fencing and lighting.

The low end of the range is set by Comparable 8, a lease of a 7.00-acre site located in Everett, WA. Considering its size, location, and age (commenced in November 2020), it is reasonable to conclude that this falls at the lower end of the range.

Market Participants

Broker Name/Company	Range	Comments
Don Moody - CBRE	\$0.15 - \$0.20/SF	Leased industrial and commercial land is very rare in the subject's immediate market. Therefore, market rents are usually determined based upon a rate of return on the fee simple land value. However, given the subject's unique zoning, comparable market rents are more applicable in determining rates. They note that rents would be most comparable to the North End and Eastside market depending on the site.

Conclusion Market Rent

After reviewing the market comparables and consulting with brokers knowledgeable about the area, it is concluded that valuing the subject's market rate near the middle of the range is a reasonable assessment.

The conclusions via the valuation methods employed for this approach are as follows:

SUBJECT SUMMARY - CONCLUDED MARKET RENT					
Appraisal Premise	As of Date	Site Size (AC)	Site Size (SF)	Monthly Market Rent (\$)	Concluded Rent (\$/SF/Mo.)
Market Rent	November 14, 2024	0.97	42,051	\$7,569	\$0.18
Compiled by CBRE					

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently, nor super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property, nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report and any conclusions stated therein. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or on behalf of the client, property owner or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report and any conclusions stated therein. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including, without limitation, any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. This Report has been prepared in good faith, based on CBRE's current anecdotal and evidence-based views of the commercial real estate market. Although CBRE believes its views reflect market conditions on the date of this Report, they are subject to significant uncertainties and contingencies, many of which are beyond CBRE's control. In addition, many of CBRE's views are opinion and/or projections based on CBRE's subjective analyses of current market circumstances. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections. Further, other firms may have different opinions, projections and analyses, and actual market conditions in the future may cause CBRE's current views to later change or be incorrect. CBRE has no obligation to update its views herein if its opinions, projections, analyses or market circumstances later change.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge including, but not limited to, environmental, social, and governance principles ("ESG"), beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

Addenda

Addendum A

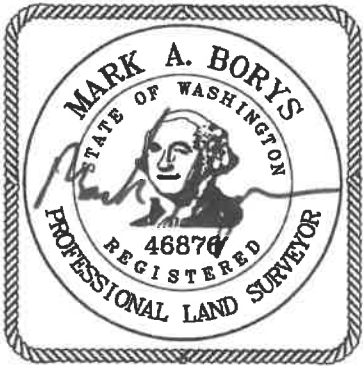
Legal Description

LEASE AREA #3

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 N., RANGE 8 E., W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTH 89°05'10" EAST 2653.78 FEET, ALONG THE NORTH LINE OF SAID SECTION,
TO THE NORTHEAST CORNER OF SAID SECTION;
THENCE NORTH 89°05'10" WEST, ALONG SAID NORTH LINE, 1110.92 FEET;
THENCE SOUTH 00°54'50" WEST 178.94 FEET, TO THE INTERSECTION OF 2 CHAIN LINK
FENCES AND THE POINT OF BEGINNING;
THENCE SOUTH 56°20'15" WEST, ALONG THAT CHAIN LINK FENCE RUNNING IN A
SOUTHWESTERLY DIRECTION, 790.98 FEET;
THENCE SOUTH 33°57'39" EAST 300.10 FEET;
THENCE SOUTH 35°08'44" WEST 136.33 FEET, TO A POINT ON THE SOUTHEASTERLY
PROLONGATION OF A CHAIN LINK FENCE AND THE POINT OF BEGINNING;
THENCE NORTH 36°45'28" WEST, ALONG SAID CHAIN LINK FENCE AND SAID
PROLONGATION, 290.50 FEET, TO AN ANGLE POINT IN SAID CHAIN LINK FENCE;
THENCE THE NEXT FIVE (5) COURSES AND DISTANCES ARE ALONG SAID CHAIN LINK
FENCE;
THENCE SOUTH 41°35'51" WEST 149.86 FEET, TO AN ANGLE POINT IN SAID CHAIN LINK
FENCE;
THENCE SOUTH 37°01'14" EAST 171.66 FEET;
THENCE SOUTH 41°26'42" EAST 38.04 FEET, TO A POINT OF CURVATURE TO THE LEFT
HAVING A RADIUS OF 140.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
32°02'01", AN ARC DISTANCE OF 78.27 FEET, TO A POINT OF TANGENCY;
THENCE SOUTH 73°28'43" EAST 16.23 FEET, TO THE CENTER OF A LARGE GATE POST;
THENCE NORTH 35°08'44" EAST 111.37 FEET, TO THE POINT OF BEGINNING.



03/25/19

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PARCEL DATA

Parcel	302408-9079	Jurisdiction	SNOQUALMIE
Name	SNOQUALMIE CITY OF	Levy Code	2277
Site Address	38180 SE MILL POND RD 98065	Property Type	C
Geo Area	95-50	Plat Block / Building Number	
Spec Area		Plat Lot / Unit Number	
Property Name	Snoqualmie Sewer Treatment Plant	Quarter-Section-Township- Range	<u>NE-30-24-8</u>

Legal Description

POR OF NE 1/4 OF SEC 30-24-08 DAF - BEG AT NE COR SD SEC TH ALG N LN THOF N 89-03-26 W 913.57 FT TO TPOB TH S 0-56-34 W 654.35 FT TO A LN 30 FT NWLY OF & PLW C/L OF ASPHALT RD TH SWLY ALG SD PLL LN & ALG CRV TO LFT WITH RAD 390 FT AN ARC DIST OF 181.05 FT TH CONT ALG SD PLL LN S 57-08-55 W 71.90 FT TO CRV TO LFT WITH RAD 1530 FT TH SWLY ALG SD PLL LN & ALG SD CRV TO LFT AN ARC DIST OF 92.24 FT TH CONT ALG SD PLL LN S 53-41-40 W 241 FT TO CRV TO LFT WITH RAD 1530 FT TH CONT SWLY ALG SD PLL LN & ALG SD CRV TO LFT AN ARC DIST OF 344.73 FT TO NELY MGN OF SE MILL POND RD TH NWLY ALG SD NELY MGN TAP OF NXN WITH SELY MGN OF TOKUL RD SE TH NELY ALG SD SELY MGN TO N LN OF SD SEC TH ELY ALG SD N LN TO TPOB
PLat Block:
Plat Lot:

LAND DATA

 Click the camera to see more pictures.



Highest & Best Use As If Vacant	REGIONAL LAND USE	Percentage Unusable	
Highest & Best Use As Improved	PRESENT USE	Unbuildable	NO
Present Use	Utility, Public	Restrictive Size Shape	NO
Land SqFt	1,322,917	Zoning	UP
Acres	30.37	Water	WATER DISTRICT
		Sewer/Septic	PUBLIC
		Road Access	PUBLIC
		Parking	ADEQUATE
		Street Surface	PAVED

Views

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

Designations

Waterfront

Waterfront Location	
Waterfront Footage	0
Lot Depth Factor	0
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Poor Quality	NO
Proximity Influence	NO

Nuisances

Historic Site	
Current Use	(none)
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO
Deed Restrictions	NO
Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO


Topography	
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems	
Water Problems	NO
Transportation Concurrence	NO
Other Problems	NO


Environmental	
Environmental	NO

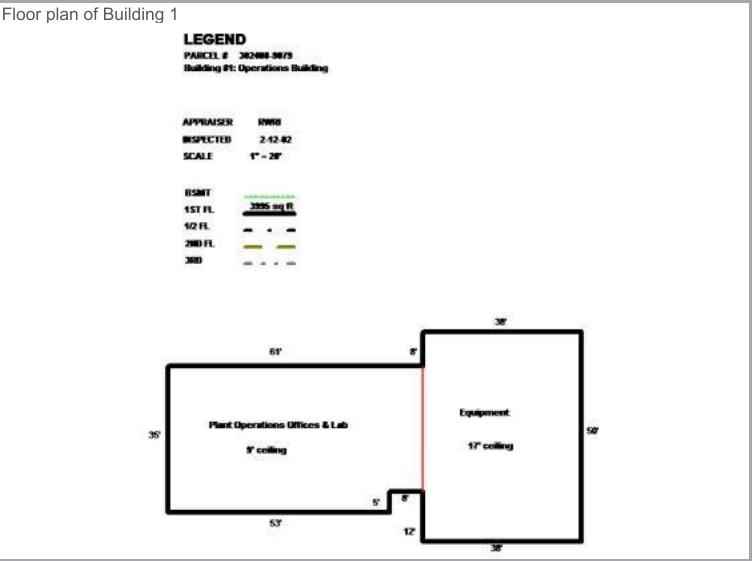
BUILDING

Building Number	1
Building Description	Operations Building
Number Of Buildings Aggregated	1
Predominant Use	OPEN OFFICE (820)
Shape	Very Irreg
Construction Class	MASONRY
Building Quality	GOOD
Stories	1
Building Gross Sq Ft	3,995
Building Net Sq Ft	3,995
Year Built	1997
Eff. Year	1997
Percentage Complete	100
Heating System	FORCED AIR UNIT
Sprinklers	Yes
Elevators	
1 2 3 4 5 6 7 8	

 Click the camera to see more pictures.




 Click the camera to see more pictures.



Section(s) Of Building Number: 1

Section Number	Section Use	Description	Stories	Height	Floor Number	Gross Sq Ft	Net Sq Ft
1	OPEN OFFICE (820)	Office & Lab	1	9	0	2,095	2,095
2	EQUIPMENT (SHOP) BUILDING (470)		1	17	0	1,900	1,900

Accessory

Accessory Type	Picture	Description	Qty	Unit Of Measure	Size	Grade	Eff Yr	%	Value	Date Valued
Storage Tanks		Aeration Tanks	4			AVERAGE / GOOD	1997		400000	2/14/2002

TAX ROLL HISTORY

This is a government owned parcel.
Change to state law (RCW 84. 40.045 and 84.40.175) by the 2013 Legislature eliminated revaluation of government owned parcels.

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
1162216	<u>199010291617</u>	10/26/1990	\$29,000.00	WEYERHAEUSER CO	CITY OF SNOQUALMIE	Warranty Deed	Other

REVIEW HISTORY

PERMIT HISTORY

HOME IMPROVEMENT EXEMPTION

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Addendum B

Client Contract Information

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
Contract Title: CBRE Appraisal Services
Contract #: 24-066

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and CBRE, Inc. ("Consultant") is dated this 30 day of October 2024.

Consultant Business: CBRE Inc

Consultant Address: 1420 5th Avenue, Suite 1700, Seattle, WA 98101

Consultant Phone: 206-292-1600

Consultant Fax: 206-292-1600

Contact Name: Mitchell Olsen, MAI

Contact e-mail: Mitchell.olsen@cbre.com

Federal Employee ID No.: 95-2743174

Authorized City Representative for this contract: Philip Bennett, Parks/Public Works Deputy Director

WHEREAS, the City desires to appraise lease parcels;

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area of real estate valuation; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the city desires to engage the Consultant to deliver a market rent appraisal report.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Mitchell Olsen, MAI. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed and it shall be completed no later than November 30th, 2024, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$3,000 as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Philip Bennett, Parks/Public Works Deputy Director
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation.. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator, certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.
4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written

on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn: Philip Bennett, Parks & Public Works Deputy Director
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

B. Notices to the Consultant shall be sent to the following address:

Mitchell Olsen, MAI
1420 5th Avenue, Suite 1700, Seattle, WA 98101

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.

CITY OF SNOQUALMIE,
WASHINGTON

By: Phil Bennett
Philip Bennett
Its: Parks & Public Works Deputy
Director
Date: 10/30/24

CBRE Corporation

By: Mitchell J Olson

Mitchell Olson, MAI
It: Managing Director
Date: 10/30/2024

APPROVED AS TO FORM:

David Linehan, City Attorney
Date: David A. Linehan

Exhibit A

Scope of Work

Consultant will deliver a market rent determination for the property identified by the City of Snoqualmie as “Lease Area 3”, adjacent to the Wastewater Treatment Plant -See exhibit below.

Consultant will determine the value of the subject underlying land via a Sales Comparison Approach (land sale comparables). To arrive at a market rent conclusion range, Consultant will apply market-derived rates of return to determine market rent for the subject. Consultant will also support this conclusion with land rent comparables.

A single appraisal report in PDF format will be delivered.

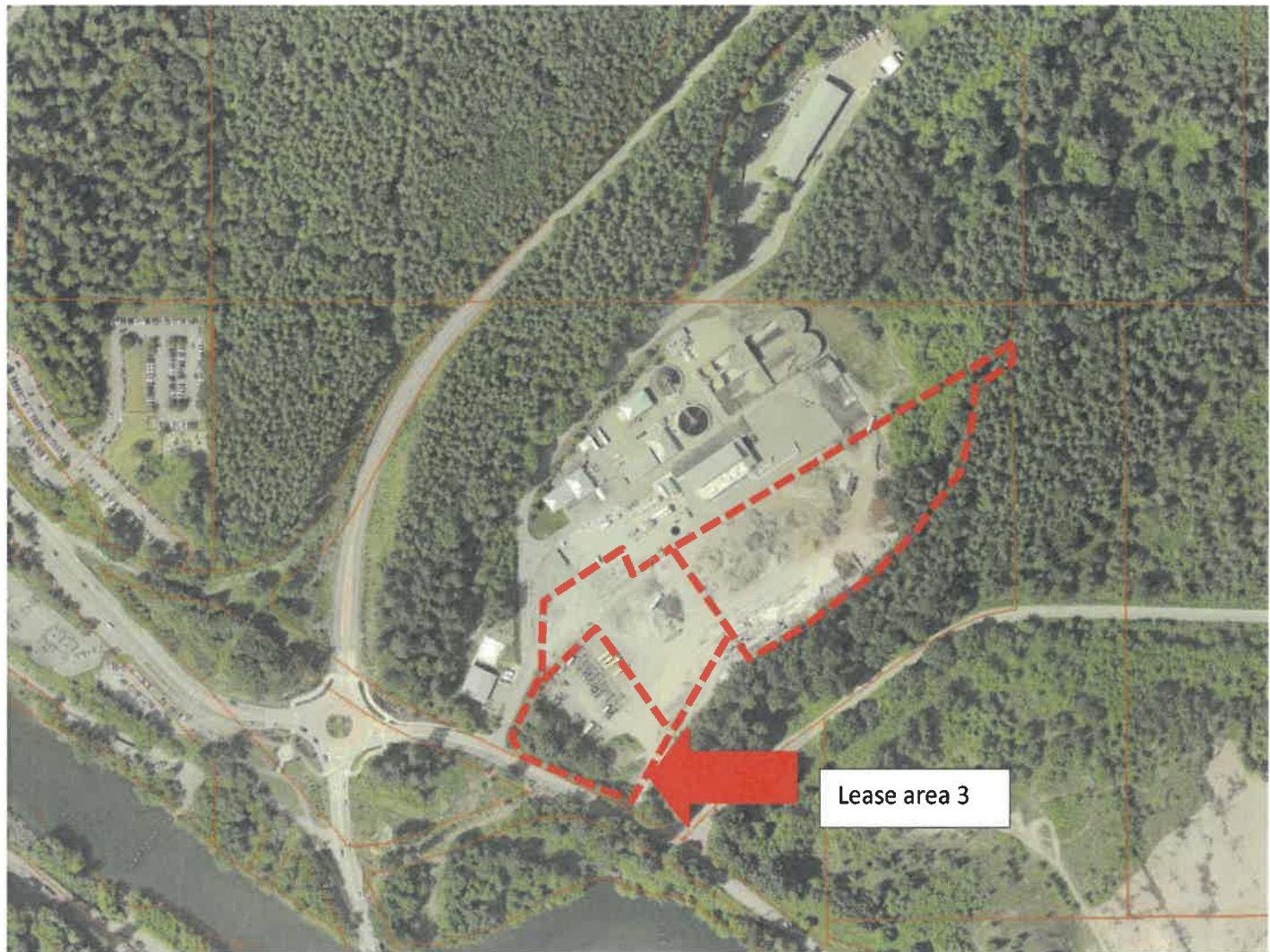


EXHIBIT B**COMPENSATION**

Payment of **\$3,000** is due within thirty (30) days of delivery of the final report to the City. Consultant will invoice the City for the assignment in its entirety at the completion of the assignment.

Signature: *Janna Walker*

Email: jwalker@snoqualmiewa.gov

Signature: *David A. Linehan*
David A. Linehan (Nov 4, 2024 03:32 PST)

Email: david@madronalaw.com

Addendum C

Qualifications

PROFILES

CBRE

VALUATION & ADVISORY SERVICES / WEST DIVISION



Mitch Olsen, MAI

Managing Director, Pacific Northwest

T +1 206 292 6171

F +1 206 292 1606

E Mitchell.Olsen@cbre.com

Clients Represented

- Major National Financial Institute
- Reginal Financial Institute
- Life Insurance companies
- Core Investors
- Non-Core Investors
- Private Investors
- REITS
- Attorneys
- Development companies

Pro Affiliations / Accreditations

- Designated Member (MAI), Appraisal Institute
- Certified General Real Estate Appraiser
Washington # 1102176

Education

- University of Washington
Bachelor degree in Economics
Geography and minor in
Environmental Studies

Professional Experience

Mr. Olsen is currently a Managing Director working in the Pacific Northwest Region of the Valuation and Advisory Services group. As Managing Director, Mr. Olsen leads a valuation and advisory staff specializing in real property appraisals and consulting assignments covering Washington, Oregon and Alaska in primary, secondary and tertiary markets. Valuation assignments include institutional and private capital investment properties. Mr. Olsen also coordinates bidding activities for appraisal assignments and is involved in new business development, client relations and appraisal quality control production.

Mr. Olsen historically focused on the valuation of industrial real estate in the Pacific Northwest, leading a top tier team of industrial experts. Property types primarily include core industrial properties, single and multi-tenant facilities, and buildings located in secondary and tertiary markets. He also is experienced in valuing complex leasehold assignments, proposed construction and ground market rental determinations.

Mr. Olsen has experience in appraising multi-family residential properties (proposed, mixed-use, conventional, LIHTC, and all construction types), retail, office, flex space buildings, self-storage, condominiums, residential subdivisions (existing and proposed), and government taking assignments. He has performed valuations of partially completed, retrospective, renovated and existing structures, and partially stabilized properties.

Awards

- The Seattle Chapter of the Appraisal Institute – Appraiser of the Year (2019)
- The Seattle Chapter of the Appraisal Institute – President's Award (2020)
- The Seattle Chapter of the Appraisal Institute – Fall Conference Chair (2019, 2020, 2021)
- The Seattle Chapter of the Appraisal Institute – Secretary (2022) & Treasurer (2023)



State of Washington

DEPARTMENT OF LICENSING
BUSINESS AND PROFESSIONS DIVISION
APPRAISER PROGRAM
PO Box 9021
Olympia, WA 98507-9021

Item 10.


MITCHELL JONATHAN OLSEN
1420 5TH AVE
SEATTLE WA 98101-4011

 **STATE OF WASHINGTON**
DEPARTMENT OF LICENSING - BUSINESS AND PROFESSIONS DIVISION
THIS CERTIFIES THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

CERTIFIED GENERAL REAL ESTATE APPRAISER

MITCHELL JONATHAN OLSEN

1102176 **05/18/2012** **02/21/2026**
License Number Issue Date Expiration Date


Marcus J Glasper, Director



VALUATION & ADVISORY SERVICES / WEST DIVISION

Keith A. Lee, MAI

VAS- Senior Vice President, Seattle, WA

M +1 206 683 8834

E Keith.Lee2@cbre.com

Clients Represented

- Prologis
- Logistics Property Co.
- Panattoni
- RREEF
- Mapletree
- TA Realty
- IDS Real Estate Group
- AXA Real Estate

Pro Affiliations / Accreditations

- Certified General Real Estate Appraiser in WA, OR, CA, NV, and AZ.
- Member of the Appraisal Institute, Designated MAI

Education

- Bachelors Degree-University of Washington

Professional Experience

Keith Lee, MAI is a Senior Vice President in the CBRE Valuation & Advisory Services Group's Seattle, WA office in the Mountain Northwest division. Mr. Lee has over 19 years of professional experience in preparation of real estate appraisals, market studies, rent analyses and feasibility studies of commercial properties providing comprehensive valuation on complex real estate assets managing the implementation of highest and best use, cost approach, insurable value, sales comparison, and income approaches by conducting direct capitalization and discounted cash flow analysis.

Mr. Lee has a broad background of property type experience but his primary focus is on industrial assets. His appraisal and consulting assignments have involved work throughout the Mountain Northwest Region of the United States. His previous assignments range from estate planning for small business owners to quarterly asset monitoring for sovereign wealth funds.

Prior to joining CBRE, Mr. Lee worked as an Executive Director for Jones Lang LaSalle (JLL) in the valuation group.



State of Washington
DEPARTMENT OF LICENSING
APPRAISER PROGRAM
PO Box 9021
Olympia, WA 98507-9021

Item 10.

KEITH A LEE
601 UNION ST , STE 2800
SEATTLE WA 98101-2327

	STATE OF WASHINGTON DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A	
CERTIFIED GENERAL REAL ESTATE APPRAISER		
KEITH A LEE 601 UNION ST , STE 2800 SEATTLE WA 98101-2327		
1101993 License Number	03/20/2009 Issue Date	01/30/2025 Expiration Date
		 Teresa Berntsen, Director

PROFILES



VALUATION & ADVISORY SERVICES / WEST DIVISION

Ben Keeter

Senior Valuation Analyst, Pacific Northwest

T +1 206 442 2751

M +1 425 785 8803

E Ben.Keeter@cbre.com

Clients Represented

- Prologis
- Logistics Property Co.
- Panattoni
- DWS/RREEF
- Mapletree
- TA Realty
- IDS Real Estate Group
- AXA Real Estate

Pro Affiliations / Accreditations

- Real Estate Appraiser Trainee
Washington #22020871

Education

- Dartmouth College Bachelor
Degree

Professional Experience

Mr. Keeter is currently a Senior Valuation Analyst in the CBRE Valuation & Advisory Services Group's Seattle, WA office in the Mountain Northwest division. As a Senior Valuation Analyst, Mr. Keeter contributes to the preparation of real estate appraisals, market studies, rent analyses, and feasibility studies for commercial properties. His responsibilities include providing comprehensive valuation on complex real estate assets and overseeing the implementation of various approaches such as highest and best use, cost approach, insurable value, sales comparison, and income approaches through direct capitalization and discounted cash flow analysis.

Mr. Keeter widely focuses on the valuation of industrial real estate in the Pacific Northwest. Property types include core industrial properties, single and multi-tenant facilities, and buildings located in secondary and tertiary markets. He also contains experience in valuing mixed-use, office, self-storage, industrial outdoor storage and flex spaces within the region. He continues to garner experience across multiple sectors as he progresses his valuation career.

Prior to joining CBRE, Mr. Keeter worked as a Valuation Analyst for Jones Lang LaSalle (JLL) in the Valuation & Advisory Service group. He began his valuation career at JLL and is currently working towards his Certified General Real Estate License, further expanding his expertise in the field.



State of Washington

DEPARTMENT OF LICENSING
BUSINESS AND PROFESSIONS DIVISION
APPRAISER PROGRAM
PO Box 9021
Olympia, WA 98507-9021

Item 10.

BENJAMIN V KEETER
1205 6TH AVE N UNIT A
SEATTLE WA 98109-3403

 **STATE OF WASHINGTON**
DEPARTMENT OF LICENSING - BUSINESS AND PROFESSIONS DIVISION
THIS CERTIFIES THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

STATE REGISTERED REAL ESTATE APPRAISER TRAINEE

BENJAMIN V KEETER

22020871 08/09/2022 10/15/2025
License Number Issue Date Expiration Date


Marcus J Glasper, Director

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At CBRE, we offer more than expert appraisal services, we consult and advise to help you see the full picture of a property or portfolio.

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Understand all aspects of value

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- Portfolio Valuations
- Institutional Fund Valuations
- Litigation Support & Testimony
- Right-of-Way & Eminent Domain
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Understand all aspects of value

- Property Condition Assessments
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Understand all aspects of value

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- Pre-Construction Due Diligence
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Reliable valuations depend on accurate insights. Our quality and risk management (QRM) framework ensures the highest-quality reports and analyses, giving you confidence in our calculations.



Upfront conflict and qualification checks



Embedded risk detection and leadership reviews



Landmark training, practice guidelines and governance



Dedicated, global team of QRM experts

Industry-leading people, data and technologies

Experience You Can Trust

CBRE is the global leader in commercial real estate services, with more than 100 years of industry experience. We provide unmatched market coverage and sector expertise across every dimension of our Valuation & Advisory Services, delivering insights you can't get anywhere else

90+

U.S. Valuation Offices

80K+

U.S. Yearly Assignments

600k+

Global Yearly Assignments

200+

Global Valuation Offices

CBRE Rental Appraisal 2024

There is a discrepancy between the physical lease area mentioned in the CBRE Rental Appraisal (0.97 acre), and the lease document itself (0.63 acre). I confirmed with measurements that the lease document has the correct area, and so calculated the appraisal amount as follows:

Calculation:

Appraisal states 0.97 acre/42,051 SqFt @ \$0.18 per sqft. Total: \$7,569

Lease agreement says 0.63 acres/27,398 sqft. Total: \$4932

WASTEWATER PLANT SITE

GROUND LEASE

This Ground Lease Agreement (the "Ground Lease") is made as of this 1st day of May, 2025, by and between THE CITY OF SNOQUALMIE, WASHINGTON, a Washington municipal corporation ("Lessor") and NLS, a Washington LLC ("Lessee").

RECITALS

- A. Lessor is the owner of the real estate described on Exhibit A attached hereto (the "Land") located in the City of Snoqualmie, King County, Washington, on which Lessor operates a municipal wastewater treatment plant; and
- B. Lessor has determined that a portion of the Land is surplus to Lessor's needs for wastewater treatment or other municipal utility purposes; and
- C. RCW 35.42.200 authorizes Lessor to enter into a lease with a private party for the lease of any real or personal property, and RCW 35.94.040 authorizes Lessor to lease for any term of years any lands, property, or equipment originally acquired for public utility purposes that is surplus to the city's needs and is not required for providing continued public utility service; and
- D. Lessor desires to lease a portion of the Land to the Lessee pursuant to this Ground Lease, and the Lessee intends to operate thereon a Landscaping business; and
- E. Lessor has determined the fair market rental value of the portion of the Land to be a lease for \$4932 per-month; and
- F. All capitalized terms used in this Ground Lease shall have the meanings set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree this Ground Lease as follows and attached hereto:

ARTICLE I

LEASE

1.1 Lease. In consideration of the rents, covenants and agreements contained in this Ground Lease, Lessor hereby leases to Lessee that portion of the Land legally described in Exhibit B attached hereto and incorporate herein, containing approximately 0.63 acres (27,398 square feet) ("the Leased Premises"), and Lessee hereby leases the Leased Premises from Lessor upon

and subject to the conditions set forth in this Ground Lease, and subject to all encumbrances and matters of record as of the date of this Ground Lease.

1.2. Condition of Land. Lessee hereby accepts the Leased Premises "as is" in their existing condition. Lessor shall not be responsible for any claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the release or disposal of hazardous substances on the Leased Premises during the term of this Lease or hereafter, and the responsibility for the same shall remain solely with Lessee.

1.3. Lessor's Right to Inspect. Lessor shall have the right to inspect the Leased Premises at any time.

1.4. Use of Leased Premises. The Leased Premises shall be used and occupied only for the purpose of landscaping services but, until Lessee commences such use and occupancy, Lessor reserves the right to continue to use and occupy the Leased Premises for Lessor's own purposes at no cost.

1.5. Maintenance/Restoration.

1.5.1. Lessee shall, at its own expense, maintain the Leased Premises or facilities on or attached to the Leased Premises in a safe condition, in good repair and in a commercially reasonable manner subject to force or unless affected by destruction which is not the result of Lessee's activities or operations. Additionally, Lessee shall keep the Leased Premises free of debris and (excepting Hazardous Substances which are addressed in Section 14 below) anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Lessor's use of the Land. Except as otherwise expressly set forth herein, Lessee shall have sole responsibility for the maintenance, repair, and security of its facilities and leasehold improvements. Any tree pruning or cutting that is required for use of the Leased Premises shall require the Lessee to obtain a Tree Trimming/Cutting Permit from Lessor which shall not be unreasonably withheld, conditioned, or delayed. All tree work shall be done at the direction of the City Arborist to ensure that best management practices are followed.

1.5.2. In the event that Lessee causes damage of any kind to the Leased Premises during the course of its occupancy and business operations, including without limitation any damage to the Leased Premises caused by cutting, boring, jack hammering, excavation, other work, or latent damage not immediately apparent at the time of the work, Lessee shall repair the damage and restore the Leased Premises at its sole cost and expense, without delay or interruption and within the reasonable time period prescribed by Lessor. Prior to vacating the Leased Premises, the Lessor shall restore the property as follows:

- a. The land shall be leveled and graded to drain to the southwest edge of the Leased Premises. This includes all dirt mounds, holes, etc.
- b. All equipment, trailers, containers, concrete blocks, fencing, and trash shall be removed.

1.6. Safety/Housekeeping. All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or City staff. All work shall be carried on with

due regard for the safety of the public, and Lessee, when deemed necessary by the Lessor, shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Leased Premises shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Lessee will be responsible for daily and final clean up and disposal of refuse, waste, and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with vehicular and pedestrian safety. Should the Lessor determine Lessee is not fulfilling its obligation in this regard, the Lessor reserves the right to take such action as may be necessary, and to charge Lessee any costs that may be incurred in such remedial action.

1.7. Non-Interference.

A. Lessee shall not use the Leased Premises in any way that materially interferes with the use of the Land by Lessor, or by other lessees or licensees of Lessor, nor shall Lessee make any change in its operations that causes or is intended to cause material interference with such other lessees' or licensees' prior existing operations. All operations of Lessee shall be in compliance with all applicable laws and regulations.

B. Lessor shall have the right to permit co-location of other lessee's and licensor's equipment on the Land, and Lessee hereby consents to the same.

C. For the purposes of this Section 1.7, "material interference" includes but is not limited to any other use on the Lessor's Property that causes material or physical obstruction or interference with, or degradation of, the Lessee's use of the Land. Any level of discernible or measurable interference is deemed as material in nature and will fall within this Section

1.8. Access and Utilities. Lessee shall have such vehicular access to the Leased Premises as follows: Entrance / Exit is located where shown on the vicinity map under Exhibit A. Lessee and its officers, agents and employees shall park within the area designated on the vicinity map. Power, water sewer shall be the lessee's responsibility. Lessor and Lessee further agree to mutually cooperate regarding parking on the Land and/or Leased Premises. Lessor and Lessee agree to execute such instruments as may be necessary to provide for such vehicular access, parking and utilities and agree to cooperate in the location thereof.

ARTICLE II

TERM

2.1 Commencement. Subject to the terms and conditions of this Lease, the term of this Ground Lease shall commence on the effective date of the City of Snoqualmie Resolution approving this Ground Lease ("Commencement Date").

2.2 Duration. The term of this Ground Lease shall continue from the Commencement Date until the earlier of (i) three hundred sixty five (365) days following the Commencement Date or (ii) such earlier termination by Lessor or Lessor pursuant to Section 2.3 below ("the Term").

2.3. Termination. This Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows:

2.3.1. Unless otherwise set forth herein, by either party on default of any covenant or term hereof by the other party, as defined in Section 8.1 below.

2.3.2. By Lessee if any certificate, permit, license, or approval affecting Lessee's ability to use the Premises in the manner originally intended by Lessee is rejected through no fault of Lessee and after Lessee has used reasonable efforts to maintain such approvals, or if any previously issued certificate, permit, license, or approval is cancelled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency through no fault of Lessee and after Lessee has used reasonable efforts to maintain such approvals.

2.3.3. By Lessee if the Premises are or become unacceptable to Lessee due to interference this Agreement pursuant to Section 1.6 "Non-Interference."

2.3.4. By Lessor, for reasons involving public health, safety, or welfare. In addition, if the public health, safety, or welfare is endangered by the operations of Lessee's operations and Lessee fails to discontinue its operations as soon as is reasonably possible after receipt of notice thereof, and thereafter Lessee is unable to cure the conditions causing the endangerment as soon as practicable but no longer than thirty (30) days after receipt of such notice, Lessor may immediately terminate this Agreement. For purposes of this Section 2.3.4, reasons involving public health, safety or welfare shall be deemed to mean the operations of the Lessee pose an imminent threat to the general public.

2.3.5. By Lessor, if Lessee fails to comply with all applicable federal, state and local laws, including, without limitation, all governmental codes, ordinances, resolutions, standards and policies as now existing or hereafter adopted or amended, including, without limitation, within any applicable grace or cure period of written notice from the Lessor.

In the event of any termination under this Section, Lessee shall pay Lessor all monies due as of the date of termination, including rent, attorneys' and collection fees. In addition, Lessee shall, at its sole expense, return the Premises to the same or better condition than existed on the Commencement Date (normal wear and tear, and casualty beyond Lessee's control, excepted), and shall remove all equipment

ARTICLE III

RENT

3.1 Rent. Within twenty (20) days of the commencement date of this Agreement and on the first of each month thereafter, Lessee shall pay to the Lessor at the address set forth below or as Lessor shall otherwise direct in writing without deduction offset, prior notice or demand the amount equal to \$0.18 per square foot per month (\$4.932) plus leasehold tax \$633.27, for a total of \$5,565.27 ("Monthly Rent"). Monthly Rent for any fractional or partial month at the beginning or at the end of the Term or Renewal Term shall be prorated on a daily basis at the rate of 1/30 of the Monthly Rent. Lease Payment shall be payable to the City of Snoqualmie at PO Box 987, Snoqualmie, WA, 98065.

3.2. Rent Following Holdover. In the event of any holdover beyond the expiration of the Term, Rent shall be increased by ten percent (10%) over the Rent set forth in Section 3.1 above.

3.3. Additional Consideration. As additional consideration for this Agreement, within thirty (30) days after the Commencement Date, Lessee shall reimburse Lessor for all of Lessor's actual and reasonable costs and expenses to negotiate and execute this Agreement, including attorney's and consultants' fees and the time expended by the City staff and City Attorney's Office. The parties stipulate that three thousand, five hundred dollars and no/100 (\$3,500.00) shall be paid by Lessee to Lessor in full compensation for its costs and expenses incurred in negotiating this Agreement and Lessee agrees that no further documentation shall be required from Lessor to substantiate such costs and expenses.

ARTICLE IV

TAXES, UTILITIES AND FEES

4.1. Lessee's Responsibility. Lessee shall be solely responsible for the payment of and shall pay and discharge all utility charges which are incurred as part of Lessee's use and occupancy of the Leased Premises. Lessee shall be solely responsible for the payment of excise taxes imposed under the authority of Chapter 82.29A RCW and Snoqualmie Municipal Code Chapter 3.40. Lessee shall also secure and pay for all permits, fees, and licenses necessary for conducting business within the City of Snoqualmie the performance of this Lease, including but not limited to, a City of Snoqualmie business license.

4.2. Lessor's Responsibility. Lessor shall pay all utility charges that do not arise as part of Lessee's business operation and/or occupancy of the Lease Premises, and all real property taxes and assessments that are imposed upon the Land, not including excise taxes imposed under the authority of Chapter 82.29A RCW or Snoqualmie Municipal Code Chapter 3.40, which shall be the responsibility of Lessee. In accordance with RCW 35.42.090, this Ground Lease shall be exempt from any taxes imposed under the authority of Chapter 82.45 RCW, RCW 82.04.040, or RCW 82.08.090.

ARTICLE V

LIENS: SECURITY INTEREST

Lessee's Duty. Lessee shall not directly or indirectly create or permit to be created or to remain, and will discharge any other mortgage, lien, security interest, encumbrance, or charge on, pledge of or conditional sale or other title retention agreement with respect to the Land, the Leased Premises, or any part thereof.

ARTICLE VI

INDEMNITY AND INSURANCE

6.1. Indemnity. Lessee agrees to hold harmless, indemnify, and defend Lessor, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness, or death of persons, including employees of Lessee, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Lessee, its officers, agents, contractors, subcontractors or employees, in connection with Lessee's use of the Land, provided, however, that:

6.1.1. Lessee's obligations to indemnify, defend and hold harmless shall not extend

to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of Lessor, its officers, agents, contractors, subcontractors or employees; and

6.1.2. Lessee's obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of Lessee and Lessor, or of Lessee and a third party other than an officer, agent, contractor, subcontractor or employee of Lessee, shall apply only to the extent of the negligence or willful misconduct of Lessee.

6.2. Waiver of Title 51 Immunity. Pursuant to RCW 4.24.115, Lessee agrees that to the extent necessary to hold harmless, indemnify, and defend Lessor and its officers, agents, and employees from any claims, losses, or liability for injuries, sickness, or death of Lessee's employees, but only to such extent, Lessee waives Lessee's immunity under industrial insurance, Title 51 RCW, for any such injury, sickness, or death. By signing this Ground Lease, Lessee and Lessor acknowledge that this waiver has been mutually negotiated.

6.3. Lessee's Insurance. Lessee shall, at all times during the Term of this Ground Lease, obtain, maintain, and keep in force the following insurance coverage, and shall name Lessor as a named insured under each of the policies required below:

6.3.1. Property Insurance. Property insurance fully insuring all improvements constructed on the Land as well as all of Lessor's personal property and trade fixtures located on the Land against loss or damage by fire and lightning, and insurance against risks customarily covered by extended coverage endorsement, including but not limited to loss by windstorm, hail, explosion, riot, vehicles, smoke damage, vandalism and malicious mischief in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer of any loss under the applicable policies, but in any event in amounts not less than the full replacement cost of all buildings, equipment, and other improvements to the Land, including the cost of debris removal. The property insurance policy shall meet the requirements set forth in this section.

6.3.2. Commercial General Liability. Limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.

6.3.3. Automobile Liability Insurance. Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

6.3.4. Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy;

6.3.5. The insurance policies shall specifically name the Lessor, its elected or appointed officials, officers, employees, and volunteers as insureds with regard to damages and defense of claims arising from (1) activities performed by or on half of the Lessee; or (2) products and completed operations of the Lessee; or (3) premises owned, leased, or used by the Lessee. Such policy shall also contain an endorsement or policy wording naming the Lessor shall provide for not less than 30 days prior written notice to the Lessor of any change, cancellation or expiration of such policy

6.3.6. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the Lessor; and (3) shall state that the Lessor will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

6.3.7. Before occupancy, Lessee shall provide to the Lessor a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this paragraph. The Lessor reserves the right to request and receive a certified copy of all required insurance policies.

6.3.8. Any payment of deductible or self-insured retention shall be the sole responsibility of Lessee.

6.3. Financially Responsible Insurers. All of the insurance obtained under this Section 8.2 shall be written by companies which are legally qualified to issue such insurance and which have a Best's rating of no less than A:III, or, if not rated by Best's, which have a rating in one of the two highest categories maintained by S&P and Moody's, and shall name Lessor as an additional named insured. Lessor shall be given forty-five (45) days advance notice of any termination or intent to terminate or cancel any policy referred to in this Article.

6.4. Waiver of Subrogation. Every insurance policy maintained pursuant to Article VI shall provide that the insurer waives all rights of subrogation against a named insured, and any successor to a named insured's interest in the Land. Lessee shall hold Lessor harmless from all damages arising out of the damage to any person or property occurring in, on, or about the Land and the Leased Premises other than damages arising out of the intentional misconduct or breach of this Lease by Lessor, its employees or agents.

6.5 Evidence of Insurance. Lessee shall deliver to Lessor prior to the commencement of the Term of this Lease certificates of insurance evidencing all the insurance which is then required to be maintained by Lessee, and Lessee shall, within forty-five (45) days prior to the expiration of any such insurance, deliver other certificates of insurance evidencing the renewal of such insurance.

ARTICLE VII

EMINENT DOMAIN

7.1. Award. In the event of any taking, partial or whole, Lessor shall be entitled to the entire award judgment or settlement from the condemning authority for the value of the Land taken by the condemning authority.

ARTICLE VIII

EVENTS OF DEFAULT BY LESSEE AND LESSOR'S REMEDIES

8.1 Events of Default. The following occurrences or acts shall constitute an event of default under this Lease:

8.1.1. Failure to Perform. If Lessee:

- (1) Fails to pay rent or any other amount due on time to Lessor; or,
- (2) Fails to observe or perform any provision of this Lease,

And the default continues for thirty (30) days after the Lessor provides written notice demanding payment or performance, then:

- If the default can be remedied by payment, the Lessee must cure via payment within thirty (30) days.
- If the default cannot be remedied via payment, the Lessee must begin to cure the default immediately and continue working diligently until it is fully resolved. If the Lessee does not take necessary steps to resolve the default within thirty (30) days or the default is not resolved within thirty (30) days, Lessor may exercise any remedy which may be available to Lessor at law or equity, including but not limited to actions for damages, and/or injunctive relief, or termination as set forth herein.

8.1.2. Lessee's Financial Condition. If Lessee shall make a general assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail seasonably to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties.

8.2. Remedies Upon Lessee's Default. In the event of any default by Lessee as defined hereinabove which default remains uncured after the expiration of the respective period set forth above, Lessor may exercise any remedy which may be available to Lessor at law or equity, including but not limited to actions for damages, and/or injunctive relief, or termination as set forth herein.

8.3. Cumulative Rights and Remedies. The rights and remedies reserved to Lessor herein, including those not specifically described, shall be cumulative, and except as provided by Washington statutory law in effect at the time, Lessor may pursue any and all such rights and remedies at the same time or independently.

ARTICLE IX

QUIET ENJOYMENT

Lessee's Occupation of Land. If and so long as Lessee shall pay all rent and all other amounts payable by Lessee hereunder whenever the same shall become due and shall keep all of the covenants and conditions required by it to be kept during this Lease and shall perform all of its other obligations hereunder, Lessor covenants and agrees that, except as may otherwise be provided in this Lease, including without limitation and by way of example those limitations set forth in Article I and Article X herein, Lessor will not interfere with the peaceful and quiet occupation and enjoyment of the Land by Lessee, which occupation and enjoyment shall be without hindrance, ejection or molestation by Lessor.

ARTICLE X

LESSEE TO COMPLY WITH APPLICABLE LAWS AND AGREEMENTS

10.1. Compliance with Laws. Lessee shall not use the Land or permit anything to be done in or about the Land which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and obtain all permits, licenses or other approvals required by governmental agencies or bodies. Lessee shall further comply with the requirements of any board or fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Land.

10.2. Compliance with Agreements. Lessee shall comply with all insurance policies and applicable agreements to which Lessee is a party or by which it is bound, now or hereafter in effect, and all agreements of which Lessee has notice and which are now in effect and applicable to the Land.

ARTICLE XI

WAIVER

11.1. Waiver Limitations. The waiver by either party of any term, covenant or condition herein contained on the part of the other party to be performed shall not be deemed a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE XII

NOTICES

12.1. Mailing Addresses. All notices, requests, demands, instructions or other documents to be given hereunder to any party shall be in writing and shall either be personally delivered to the party at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) or delivered by mail, sent by registered or certified mail, return receipt requested, as follows:

If to Lessor:

City Administrator
P.O. Box 987
Snoqualmie, WA 98065
Facsimile: (425) 831-6041

If to Lessee:

Monarch Landscape Companies
550 S Hope Street
Suite 1675
Los Angeles, CA 90071
Facsimile: (213) 816-1750

Notices so mailed shall be deemed to have been given forty-eight (48) hours after the deposit of the same in any United States Mail post office box in the state to which the notice is addressed or seventy-two (72) hours after deposit in any such post office box other than the state to which the notice is addressed, postage prepaid, addressed as set forth above. For the purpose of this paragraph addresses for notice may be changed by giving written notice of such change in the manner herein provided for giving notice.

ARTICLE XIII

ASSIGNMENT AND SUBLEASING

13.1 Subleasing. Any other proposed sublease of any portion of the Leased Premises shall be subject to the review and approval of Lessor.

13.2. Assignment. Lessee shall not assign, mortgage, or encumber this Lease or delegate the duties of the Lessee under this Lease without the prior written consent of Lessor. A consent to one assignment shall not be deemed to be a consent by Lessor to any subsequent assignment by another person. This Lease shall not, nor shall any interest of Lessee herein, be assignable by operation of law, without prior written consent of Lessor. This Lease is made only for the benefit of the Lessor and the Lessee, and no third party or person shall have any rights hereunder whether by agency or as a third party beneficiary.

ARTICLE XIV
ENVIRONMENTAL LAWS

14.1. Lessee represents, warrants and agrees that its use of the Premises and the Property shall be in compliance with all environmental laws, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* ("RCRA"), and the Model Toxics Control Act, Ch. 70.105D RCW ("MTCA"), and federal and Washington State regulations adopted pursuant thereto. "Hazardous Substances" means asbestos or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety law or regulation including, but not limited to CERCLA, SARA, RCRA and/or MTCA.

14.2. Lessor represents and warrants that it has no actual knowledge of Hazardous Substance on the Property and that its use of the Land shall be in compliance with all Environmental Laws. Lessee shall not introduce or use any such Hazardous Substance on the Property in violation of any applicable laws.

14.3. Lessor shall be responsible for, and shall promptly conduct, any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused by Lessee, that have occurred or which may occur on the Land and which were caused by Lessor, its agents, contractors or employees.

14.4. Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liabilities including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Lessor may suffer due to the release of any Hazardous Substance on the Leased Premises or on the Land, or the migration of any Hazardous Substance to other properties or released into the environment, to the extent caused by Lessee's activities on the Property.

14.5. Lessor agrees to defend, indemnify and hold Lessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Lessee may suffer due to the release of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Lessor's activities on the Land.

14.6. The indemnifications in this section specifically include costs incurred in connection with any investigation of Premises conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

14.7. The provisions of this section will survive the expiration or termination of this Agreement with respect to acts or events occurring prior thereto.

ARTICLE XV

MISCELLANEOUS

15.1. Time of Essence. Time is of the essence in regard to performance of the covenants and agreements stated herein.

15.2. No Joint Venture or Agency. Nothing contained in this Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between Lessor and Lessee, nor is either party the agent or representative of the other, and nothing in this Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

15.3. Amendments. No change, modification, addition to or waiver or termination of this Lease or any part hereof, shall be valid unless made in writing and signed by or on behalf of the party charged therewith. Lessor and Lessee agree to negotiate in good faith any amendments to this Ground Lease that may be requested or required in connection with the issuance of any Bonds to finance Lessor's improvements to its wastewater treatment plant on the Land.

15.4. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Washington.

15.5. Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Lease.

15.6. Successors and Assigns. Subject to the provisions hereof restricting the sublease or assignment by Lessee, all the terms and provisions of this Lease shall be binding upon and to the benefit of and be enforceable by the parties and the successors and assigns of the parties.

15.7. No Merger. In no event shall the leasehold interest of Lessee hereunder merge with any estate of the City in or to the Land. In the event that the City acquires the leasehold interest of Lessee, such leasehold interest shall not merge with the City's fee interest in the Land, and this Ground Lease shall remain in full force and effect.

15.8. Counterparts: Recording of Memorandum. This Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes. Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Land or Leased Premises, including but not limited to, a Memorandum of Lease. Such documents shall be commercially reasonable in content and in form suitable for recordation.

15.9. Schedule of Exhibits. This Agreement includes the following exhibits attached hereto and incorporated herein by this reference.

EXHIBIT A Vicinity Map

EXHIBIT B Legal Description

15.10. Indemnification: Lessee shall defend, indemnify, and hold harmless the Lessor, its commissioners, officers, managers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgment, attorneys' fees and costs, and other expenses of any kind on account of, relating to, or arising out of Lessee's work under this Lease, except to the extent such injuries or damages are caused by the negligence of the Lessor. For the purposes of this indemnification, Lessee specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this lease is subject to RCW 4.24.115, Lessee's obligation to defend, indemnify, and hold harmless the Lessor, its officers, employees, agents and volunteers shall be limited to the extent of the Lessor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Lease.

15.11. Entire Agreement. This Lease and its attachments contain the entire understanding between the Lessor and Lessee relating to the Project which is the subject of this Lease. This Lease merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing.

15.12. No Waiver. No delay or omission of Lessor to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or remedy or of any default by Lessee hereunder. The acceptance by Lessor of rent or any additional rent hereunder shall not be a waiver of any preceding breach or default by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent. Further, . waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Lease.

15.13. Severability. If any term, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, the remainder of this Lease shall remain in effect.

15.14. Dispute Resolution. If any dispute, controversy, or claim arises out of this Lease, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses charged by the mediation service equally; the parties shall be responsible for their own attorneys' fees incurred as a result of mediation.

15.15. Jurisdiction/Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington and the City of Snoqualmie. Any suit to enforce or relating to this Lease shall be brought in King County Superior Court, King County, Washington.

15.16. Attorneys' Fees. If either party incurs any expenses, including but not limited to reasonable attorneys' fees, consultant and expert witness fees (including, without limitation, those incurred on appeal), in connection with any action or proceeding instituted by any party by reason of any default or alleged default of a party hereunder, the party prevailing in such action or proceeding shall be entitled to recover its reasonable expenses from the other party hereof. For purposes of this provision, in any action or proceeding instituted pertaining to the Lease, a party shall be deemed the prevailing party if (a) judgment is entered substantially in favor of said party, or (b) before trial or judgment the other party shall pay all or any portion of the charges claimed by said party, or the other party shall eliminate the condition(s), cease the act(s) or otherwise cure the omissions(s) claimed by said party to constitute a default by the other party hereunder.

IN WITNESS WHEREOF Lessor and Lessee have executed this Ground Lease as of the date set forth in the first paragraph of this Ground Lease to evidence their agreement to the terms of this Ground Lease.

CITY OF SNOQUALMIE ("LESSOR")	NORTHWEST LANDSCAPE SERVICES LLC ("LESSEE")
By_____	By_____
Printed Name_____	Printed Name_____
Its Mayor_____	Its_____
Phone (425) 888 1555_____	Phone_(800) 613 0291_____
Fax (425) 831 6041_____	Fax:_(213) 816 1750_____
Date_____	

EXHIBIT A
VICINITY MAP



EXHIBIT B

LEGAL DESCRIPTION

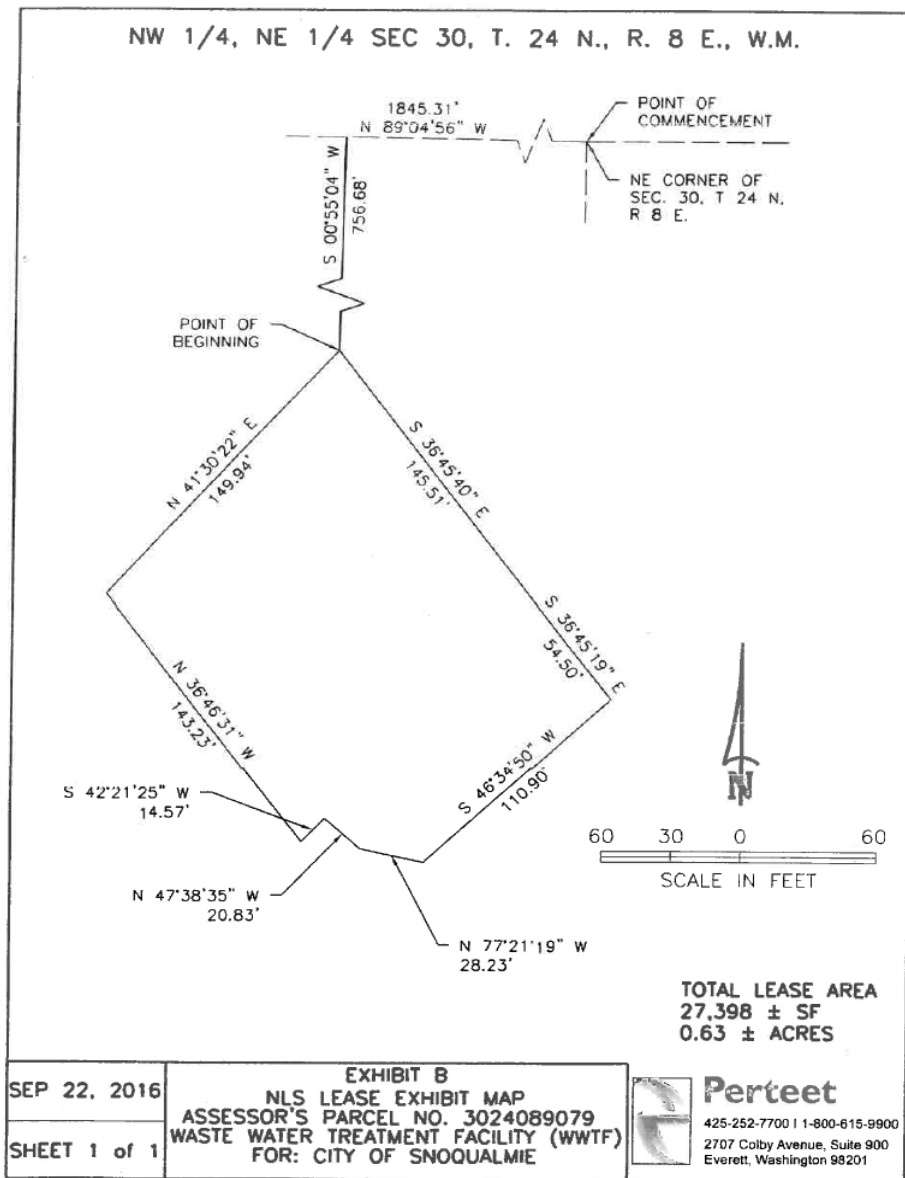
That portion of the Northwest Quarter of the Northeast Quarter, Section 30, Township 24 North, Range 8 East, **W.M.**, in the City of Snoqualmie, King County, Washington, described as follows:

Commencing at the Northeast Corner of said Section 30;
Thence N 89°04'56" W along the north line of said section, a distance of 1845.31 feet;
Thence S 00°55'04" W, a distance of 756.68 feet to the **Point of Beginning**;

Thence S 36°45'40" E, a distance of 145.51 feet;
Thence S 36°45'19" E, a distance of 54.50 feet;
Thence S 46°34'50" W, a distance of 110.90 feet;
Thence N 77°21'19" W, a distance of 28.23 feet;
Thence N 47°38'35" W, a distance of 20.83 feet;
Thence S 42°21'25" W, a distance of 14.57 feet;
Thence N 36°46'31" W, a distance of 143.23 feet;
Thence N 41°30'22" E, a distance of 149.94 feet to the **Point of Beginning**.

Having an area of 27,398 square feet, or 0.63 acres, more or less.

September 22, 2016



RESOLUTION NO. 1715

A RESOLUTION OF THE CITY OF SNOQUALMIE APPROVING FINANCIAL TERMS OF LEASE BETWEEN WITH NORTHWEST LANDSCAPE SERVICES LLC AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the City of Snoqualmie entered a certain lease (the Lease) with Northwest Landscape Services LLC (NLS LLC) on or about September 30, 2016, for approximately 0.63 acres adjacent to the City of Snoqualmie Water Reclamation Facility at 38190 SE Millpond Rd (the Property); and

WHEREAS, on November 27, 2024, an independent appraisal of the market rental rate of the property was issued by CBRE Valuation & Advisory Services; and

WHEREAS, the Council finds the financial terms of the Sublease commercially reasonable and should be approved; and

WHEREAS, the Council finds the proposed Lease is materially more financially advantageous to the City than the existing rent provisions thereof and should be approved.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Snoqualmie, Washington, as follows: The Mayor is hereby authorized to sign the Lease with NLS, LLC.

PASSED by the City Council of the City of Snoqualmie, Washington, this 28th day of April 2025.

Katherine Ross, Mayor

Attest:

Approved as to form:

Deana Dean, City Clerk

Dena Burke, City Attorney

City of Snoqualmie

City Council Priorities 2025

Priority	Goals & Objectives
Encourage Economic Vibrancy	<i>Encourage and Support Tourism</i>
	<i>Attract, retain, and protect retail</i>
	<i>Encourage, support, and protect hospitality</i>
	<i>Support and protect employment-centered commercial businesses</i>
Enhance and Preserve Neighborhood Livability and Quality of Life	<i>Support affordable housing development</i>
	<i>Provide inclusive aesthetically pleasing street scapes</i>
	<i>Implement opportunities to expand recreational programs and activities</i>
	<i>Cultivate an environmentally conscious community</i>
	<i>Provide multi-modal mobility options for connecting neighborhoods and recreational amenities</i>
Invest in Transportation & Infrastructure	<i>Maintain sustainable streets, parks, facilities, and utility infrastructure</i>
	<i>Work with transportation partners to enhance regional connectivity</i>
	<i>Support infrastructure equity</i>
Assure a Safe Community	<i>Facilitate community preparedness</i>
	<i>Maintain proactive, community policing services</i>
	<i>Deliver exceptional first responder coverage and response times</i>
	<i>Strengthen regional partnerships</i>
Ensure Fiscal Transparency & Operational Stability	<i>Develop a strategic plan</i>
	<i>Maintain appropriate financial capacity for present and future levels of service</i>
	<i>Full rollout of Tyler Munis</i>

City of Snoqualmie

City Council Priorities 2024

Priority	Goals & Objectives
Encourage Economic Vibrancy	<i>Encourage and Support Tourism</i>
	<i>Attract, retain, and protect retail</i>
	<i>Encourage, support, and protect hospitality</i>
	<i>Support and protect employment-centered commercial businesses</i>
Enhance and Preserve Neighborhood Livability and Quality of Life	<i>Support affordable housing development</i>
	<i>Provide inclusive aesthetically pleasing street scapes</i>
	<i>Implement opportunities to expand recreational programs and activities</i>
	<i>Cultivate an environmentally conscious community</i>
	<i>Provide multi-modal mobility options for connecting neighborhoods and recreational amenities</i>
Invest in Transportation & Infrastructure	<i>Maintain sustainable streets, parks, facilities, and utility infrastructure</i>
	<i>Work with transportation partners to enhance regional connectivity</i>
	<i>Support infrastructure equity</i>
Assure a Safe Community	<i>Maintain proactive, community policing services</i>
	<i>Deliver exceptional first responder coverage and response times</i>
Ensure Fiscal Transparency & Operational Stability	<i>Develop a strategic plan</i>
	<i>Maintain appropriate financial capacity for present and future levels of service</i>