



CONTRACT FACE SHEET

Document Type: [ ] Claim [x] Interlocal Agmt [ ] Latecomer Agreement [ ] Connection Charge Agmt [ ] Lease [ ] Contract [ ] MOU [ ] Franchise Agreement [ ] ROW Use Agmt [ ] Grant Agmt [ ] Settlement Agmt

Relationship to Original: [ ] Amendment [ ] MOU [ ] Cancellation [x] New [ ] Change Order [ ] Release [ ] Correspondence [ ] Renewal [ ] Initial [ ] Retainage [ ] Lien [ ] Working

\*Vendor Name: City of Snoqualmie

\*JDE PO Number: /

\*Original's Effective Date: 8.10.09

\*Amendment's Effective Date: /

\*Termination Date: 12.31.2099

\*Clerk's Receiving Number: 44778 (City Clerk's Office will enter)

Original's Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7948 07.06.2009

CIP Number: /

Project Description: JAG Property Proceeds Distribution & Hold Harmless Agreement

KC Recording Number: /

Vendor or Parcel Number: /

File Location: 09-517

• Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: CM

Face Sheet Date 08-12-2009 JDE N/A

Scan/Index Date 8-28-2009 MT ECM

PROCEEDS DISTRIBUTION AND HOLD HARMLESS AGREEMENT

This Proceeds Distribution and Hold Harmless Agreement (Agreement) is entered into between Snoqualmie (JAG City) and the City of Bellevue and is effective upon the date of the last signature below.

**RECITALS**

- A. Whereas, King County entered into a Jail Services Agreement (JSA) with many of the cities located in King County (Contract Cities) to house and provide jail services for Contract Cities' misdemeanants;
- B. Whereas, the JSA provides for the transfer of real property located in Bellevue with tax parcel numbers 2825059291, 2825059292, and 2825059015 (Jail Property) to the City of Bellevue on behalf of the JAG Cities to facilitate the Contract Cities reducing their jail population housed by King County as provided in Section 11 of said JSA;
- C. Whereas, Section 12 of the JSA provides that the Jail Property (or the proceeds from its sale [Proceeds]) will be used to contribute to the cost of building secure capacity, or contracting for secure capacity, and at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step of the population reduction schedule in the JSA;
- D. Whereas, Section 12 of the JSA further provides that in the event the Contract Cities do not meet the objectives set forth in said section, King County would be entitled to return of Proceeds;
- E. Whereas, on October 31, 2002, the City of Bellevue and King County entered into a Land Transfer Agreement [City of Bellevue Clerk's Receiving # 33014] conveying the Jail Property to the City of Bellevue on behalf of all cities in King County (JAG Cities) for the purposes described in Section 12 of the JSA;
- F. Whereas, JAG Cities, except Kent and Enumclaw, entered into an Interlocal Agreement for Jail Administration (Interlocal Agreement) in part to create rules for administering the obligations related to Sections 11 and 12 of the JSA;
- G. Whereas, the obligations of Section 12 of the JSA are incorporated into Section 7.1 of the Interlocal Agreement including its application to all King County Cities;
- H. Whereas, on March 16, 2009, the City of Bellevue (Bellevue) sold the Jail Property to Seattle Children's Hospital for \$13 million;
- I. Whereas, on March 26, 2008, the Assembly created by the Interlocal Agreement approved the distribution of Jail Proceeds;

- J. Whereas, some Cities have acted to designate their portion of the Proceeds towards fulfilling their obligations under the JSA through undertakings such as the SCORE facility;
- K. Whereas, it is the intent of this Agreement that Bellevue stand in no worse (or better) position than any other JAG City with respect to liability or costs associated with the distribution of and/or possible return of Proceeds to King County because of its unique obligations to King County in Section 12 of the JSA as incorporated into the Interlocal Agreement (unique Section 12 obligations);
- L. Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and as a precondition for receipt of said Proceeds, the JAG City and Bellevue agree:

### **AGREEMENT**

1. Per the Jail Oversight Assembly approved formula noted in the city-by-city proceeds distribution (Attachment A), Bellevue shall pay JAG City, \$ 67,254.57 (representing \$ 67,769.91 - its proportionate share of the Proceeds/Interest minus \$ 515.34 its proportionate share of the expenses Bellevue may recoup as provided in Section 7.2 of the Interlocal Agreement) within 30 days of the execution of this Agreement.
2. Upon receipt of said Proceeds, JAG City acknowledges and agrees that Bellevue has lawfully discharged all obligations and duties of Bellevue to that JAG City under the first paragraph of Section 7.2 of the Interlocal Agreement, and that Bellevue is discharged from all of its obligations and duties to that JAG City under the second paragraph of Section 7.2 of the Interlocal Agreement.
3. JAG City will abide by all requirements regarding the use of and goals related to the proceeds as provided in Section 7.1 of the Interlocal Agreement (whether a party to a JSA or not). JAG City will only leave or place a City Inmate in King County Jail after December 31, 2012 (post 2012 inmate housing) if King County confirms in writing that this post 2012 inmate housing does not violate the population reduction schedule referenced in Section 12 of the JSA and incorporated into Section 7.1 of the Interlocal Agreement.
4. Should there be a determination that a JAG City failed to abide by the requirements of Section 7.1 (at-fault JAG City) triggering an obligation for Bellevue to return all or part of the at-fault JAG City's Proceeds and any required interest to King County, said Proceeds shall be paid to Bellevue within 10 working days of written notice unless the at-fault JAG City makes other acceptable arrangements with Bellevue and/or King County or the at-fault JAG City obtains injunctive or other legal relief against King County that absolves Bellevue of any legal obligation to return said Proceeds and interest prior to the expiration of the 10 working day period.

5. Bellevue and JAG Cities maintain that King County may only require return of Proceeds from an at-fault JAG City. However, if there is a determination that there is an obligation to return to King County Proceeds in an amount in excess of the amount distributed to an at-fault JAG City(s) then each non at-fault JAG City shall pay up to the full amount of its Proceeds and any required interest to Bellevue within 10 working days of written notice unless the non at-fault JAG City makes other acceptable arrangements with Bellevue and/or King County or the non at-fault JAG City obtains injunctive or other legal relief against King County that confirms Bellevue has no legal obligation to return said Proceeds and interest prior to the expiration of the 10 working day period. If the obligation to return Proceeds is in excess of the at-fault JAG City's distribution, but less than each JAG City's full Proceeds, the amount due King County from the non at-fault JAG Cities shall be a prorated amount based on the percent of Proceeds received to the total Proceeds minus the amount representing the at-fault JAG City's share. The same prorated formula shall apply to required interest due from non at-fault JAG Cities.
6. Should Bellevue be sued for return of proceeds solely because of its unique Section 12 obligations, the alleged at-fault JAG City(s) shall immediately undertake the defense of Bellevue and pay all expenses and costs (including attorney's fees) associated with said defense whether or not said JAG City maintains it is or is ultimately determined to be not at-fault. Should King County be entitled to its attorney's fees in the suit, the at-fault JAG City shall hold Bellevue harmless and indemnify Bellevue from any liability or costs associated with the obligation to pay King County's attorney's fees.
7. Should Bellevue be the only party sued based on the alleged fault of other JAG Cities, those alleged at-fault JAG Cities agree to stipulate to being named as defendants with the concurrence of Plaintiff and/or not oppose Bellevue's motion to be included in the suit as an indispensable party. The obligations of Paragraph 6 shall apply whether or not the alleged at-fault JAG City is named in the litigation.
8. If King County sues Bellevue for return of proceeds because of Bellevue's alleged violation of Section 12 of the JSA regarding use of proceeds or the reduction in jail population along with other JAG Cities for their violations, each party will undertake its own defense at its own cost.
9. At-fault JAG Cities shall be responsible for costs of whatever form or nature associated with Bellevue's unique Section 12 obligations, including but not limited to staff costs in coordinating and collecting proceeds or attorneys fees, and including administrative costs Bellevue incurs even where timely payment of Proceeds is made. Said costs shall be prorated among at-fault JAG Cities as appropriate.
10. In the event Bellevue incurs liability or costs associated with its unique Section 12 obligations and said liability or costs are not addressed in any other provision of this Agreement, each JAG City shall indemnify, hold harmless and defend Bellevue and

its elected officials, employees agents and representatives from and against any and all claims, demands, causes of action, liabilities, judgments, settlements, damages or costs, including reasonable attorney's fees of whatever form related to Bellevue's unique Section 12 obligations in proportion to its share of the proceeds.

11. Each JAG City shall keep its Proceeds in a segregated fund and keep records sufficient to demonstrate that all expenditures of the Proceeds comply with Section 7.1 of the Interlocal Agreement. Said records shall be kept for at least 6 years from the date of the expenditure of the last Proceeds of the JAG City.
12. The JAG City representative who will be responsible for management and expenditure of the fund and for receiving notices related to the obligations under 7.1 of the Interlocal Agreement is (include name, title, address & phone #):
  - a. Bob Harrison, City Administrator  
PO Box 987  
Shoquaticum, WA 98065

JAG City shall notify Bellevue of any change in this designated representative or contact information.

13. The City of Bellevue as a recipient of \$ 971,638.82 (representing \$ 979,083.98 - its proportionate share of the Proceeds/Interest minus \$ 7,445.16 its proportionate share of the expenses) is also a JAG City and in that capacity shall be bound by the same terms under this Agreement as any other JAG City.
14. This Agreement shall be authorized by each JAG City's legislative body or other authorizing authority if not within authority of legislative body.
15. General Provisions:
  - A. Governing Law; Forum. The Agreement will be governed by the laws of Washington and its choice of law rules. The JAG City consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
  - B. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

- C. Nonwaiver. Any failure by a party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision of the Agreement.
- D. No Assignment. Neither the Agreement nor any of the rights or obligations of the JAG City arising under the Agreement may be assigned without Bellevue's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this agreement.
- F. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- G. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

CITY OF SNOQUALMIE  
  
\_\_\_\_\_

By: Matthew R. Larson  
Title: Mayor

Date: July 13, 2009

CITY OF BELLEVUE

By:   
Title: 

Date: 8-10-09

# JAG Property Proceeds Distribution, Methodology Approved by the Jail Oversight Assembly on March 26, 2008

Cities	Sale Price/Proceeds		Interest/Revenue		Proceeds & Interest/Revenue		Admin/other costs		Cities' Distribution	
	\$12,986,694.50	Proportionate distribution based on Avg. of AV & ADP (1)	\$113,034.78	Proportionate Share of Revenues (2)	Proportionate Share of Proceeds & Interest/Revenues	Proportionate Share of Costs (3)	\$99,613.08	Final City-by-City Proceeds Distribution	\$13,000,116.20	
Algona	\$23,168.33	\$207.65	\$23,369.99	\$6,356.08	\$177.71	\$6,146.80	\$802,194.52	\$23,192.28	\$802,194.52	
Auburn	\$801,366.31	\$6,975.01	\$808,341.32	\$2,542.11	\$19.33	\$7,445.16	\$2,522.78	\$802,194.52	\$2,522.78	
Beaux Arts	\$2,520.18	\$21.94	\$2,542.11	\$8,448.31	\$797,083.98	\$13,398.08	\$101.88	\$971,638.82	\$971,638.82	
Bellevue	\$970,635.68	\$13,282.47	\$979,083.98	\$1,103.26	\$127,857.97	\$153,959.95	\$1,170.74	\$13,296.20	\$13,296.20	
Black Diamond	\$126,754.71	\$1,328.49	\$127,857.97	\$54.85	\$6,356.08	\$42,861.73	\$325.93	\$126,885.71	\$126,885.71	
Bothell	\$152,631.47	\$54.85	\$153,959.95	\$369.84	\$66,624.88	\$178,669.78	\$214.56	\$152,789.21	\$152,789.21	
Burien	\$6,301.24	\$369.84	\$6,356.08	\$574.89	\$178,669.78	\$28,216.56	\$48.33	\$6,307.75	\$6,307.75	
Carnation	\$42,491.88	\$369.84	\$42,861.73	\$574.89	\$66,624.88	\$91,477.57	\$325.93	\$42,535.80	\$42,535.80	
Clyde Hill	\$66,049.99	\$1,541.70	\$66,624.88	\$243.47	\$178,669.78	\$969.61	\$506.63	\$66,118.25	\$66,118.25	
Covington	\$177,128.08	\$243.47	\$178,669.78	\$789.34	\$28,216.56	\$4,539.25	\$1,358.64	\$177,311.14	\$177,311.14	
Des Moines	\$27,973.08	\$789.34	\$28,216.56	\$5,150.86	\$91,477.57	\$596,939.04	\$695.61	\$28,001.99	\$28,001.99	
Duwall	\$90,688.23	\$5,150.86	\$91,477.57	\$160.43	\$969.61	\$4,539.25	\$90,781.96	\$90,781.96	\$90,781.96	
Enumclaw	\$591,788.18	\$1,912.16	\$596,939.04	\$1,079.43	\$125,095.86	\$8,947.15	\$141.38	\$592,399.79	\$592,399.79	
Federal Way	\$18,431.60	\$1,079.43	\$18,582.03	\$10,152.68	\$125,095.86	\$3,260.28	\$1,685.11	\$18,450.65	\$18,450.65	
Hunts Point	\$219,690.57	\$3,699.56	\$221,602.73	\$702.83	\$221,602.73	\$619.38	\$951.26	\$219,917.62	\$219,917.62	
Issaquah	\$124,016.44	\$3,699.56	\$125,095.86	\$484.95	\$125,095.86	\$427.36	\$8,947.15	\$124,144.61	\$124,144.61	
Kenmore	\$1,166,452.48	\$10,152.68	\$1,176,605.16	\$76,614.51	\$1,176,605.16	\$587.66	\$8,947.15	\$1,167,658.01	\$1,167,658.01	
Kent	\$425,046.74	\$3,699.56	\$428,746.30	\$81,451.80	\$428,746.30	\$1,960.79	\$3,260.28	\$425,486.02	\$425,486.02	
Kirkland	\$80,748.97	\$702.83	\$81,451.80	\$484.95	\$81,451.80	\$619.38	\$619.38	\$80,832.42	\$80,832.42	
Lake Forest Park	\$55,716.09	\$484.95	\$56,201.04	\$666.84	\$56,201.04	\$77,281.36	\$587.66	\$55,773.68	\$55,773.68	
Maple Valley	\$76,614.51	\$1,871.86	\$77,281.36	\$1,871.86	\$77,281.36	\$1,649.59	\$1,649.59	\$76,693.70	\$76,693.70	
Medina	\$215,059.90	\$1,871.86	\$216,931.76	\$16.92	\$216,931.76	\$14.91	\$14.91	\$215,282.16	\$215,282.16	
Mercer Island	\$1,943.87	\$16.92	\$1,960.79	\$469.67	\$1,960.79	\$413.90	\$413.90	\$1,945.88	\$1,945.88	
Milton	\$53,960.39	\$299.59	\$54,430.06	\$34,719.40	\$54,430.06	\$264.01	\$264.01	\$54,016.16	\$54,016.16	
Newcastle	\$34,419.82	\$230.36	\$34,719.40	\$122.36	\$34,719.40	\$203.01	\$203.01	\$34,455.39	\$34,455.39	
Normandy Park	\$26,466.09	\$122.36	\$26,696.45	\$3,954.56	\$26,696.45	\$107.83	\$107.83	\$26,493.44	\$26,493.44	
North Bend	\$14,058.03	\$3,954.56	\$14,160.39	\$8,728.86	\$14,160.39	\$3,485.00	\$3,485.00	\$14,072.56	\$14,072.56	
Pacific	\$454,343.94	\$8,728.86	\$458,298.50	\$1,011,597.00	\$458,298.50	\$7,692.40	\$7,692.40	\$454,813.50	\$454,813.50	
Redmond	\$1,002,868.14	\$1,811.77	\$1,011,597.00	\$1,811.77	\$1,011,597.00	\$1,596.64	\$1,596.64	\$1,003,904.60	\$1,003,904.60	
Renton	\$208,156.50	\$1,421.61	\$209,968.27	\$4,748,318.33	\$209,968.27	\$36,107.21	\$36,107.21	\$208,371.63	\$208,371.63	
SeaTac	\$163,329.98	\$3,354.52	\$164,751.58	\$14.08	\$164,751.58	\$12.41	\$12.41	\$163,498.78	\$163,498.78	
Seattle	\$4,707,346.10	\$3,354.52	\$4,748,318.33	\$584.77	\$4,748,318.33	\$515.34	\$515.34	\$4,712,211.12	\$4,712,211.12	
Shoreline	\$385,405.07	\$14.08	\$388,759.59	\$67,185.14	\$388,759.59	\$2,204.58	\$2,204.58	\$385,803.38	\$385,803.38	
Skokomish	\$1,617.92	\$584.77	\$1,632.00	\$2,501.63	\$1,632.00	\$661.43	\$661.43	\$1,619.59	\$1,619.59	
Skykomish	\$67,185.14	\$2,501.63	\$67,769.91	\$750.55	\$67,769.91	\$133.39	\$133.39	\$67,254.57	\$67,254.57	
Shoquallmie	\$287,414.71	\$750.55	\$289,916.33	\$151.36	\$289,916.33	\$17,541.38	\$17,541.38	\$287,711.75	\$287,711.75	
Tukwila	\$86,231.67	\$151.36	\$86,982.22	\$151.36	\$86,982.22	\$133.39	\$133.39	\$86,320.79	\$86,320.79	
Woodinville	\$17,390.02	\$151.36	\$17,541.38	\$151.36	\$17,541.38	\$133.39	\$133.39	\$17,407.99	\$17,407.99	
Yarrow Point	\$17,390.02	\$151.36	\$17,541.38	\$151.36	\$17,541.38	\$133.39	\$133.39	\$17,407.99	\$17,407.99	
<b>TOTAL</b>	<b>\$12,986,694.50</b>	<b>\$113,034.78</b>	<b>\$13,099,729.28</b>	<b>\$113,034.78</b>	<b>\$13,099,729.28</b>	<b>\$99,613.08</b>	<b>\$13,000,116.20</b>	<b>\$13,000,116.20</b>	<b>\$13,000,116.20</b>	

**NOTES:**

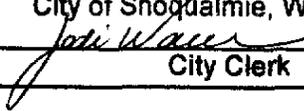
(1) The proceeds formula is an average of each city's AV and ADP. Assessed Value (AV) was derived from the King County Assessors Office estimates for 2007. Average Daily Population (ADP) was based on 2005-2007 data provided by each city. The methodology was approved at the March 26, 2008 Jail Oversight Assembly Meeting.

(2) This column includes all interest generated to-date in the account holding the sale property proceeds.

(3) The costs were incurred by the City of Bellevue on behalf of the rest of the cities and are recoupable as provided in Paragraph 7.2 of the Interlocal Agreement.

**Final Version:  
July 7, 2009**

I hereby certify that this is a true and correct copy of the original document on file with the City of Snoqualmie, Washington

  
City Clerk

**REGULAR MEETING  
OF THE SNOQUALMIE CITY COUNCIL**

July 13, 2009

Fire Station  
37600 SE Snoqualmie Parkway

Mayor Larson called the meeting to order at 7:00 PM. Councilmember Henriksen led the Pledge of Allegiance.

**PRESENT**

Mayor Larson, Presiding

Council members

Bob Jeans  
Jeff MacNichols  
Bryan Holloway  
Maria Henriksen  
Charles Peterson  
Kathi Prewitt

Staff

Bob Larson, City Administrator  
Jodi Warren, City Clerk  
Pat Anderson, City Attorney  
Jim Schaffer, Chief of Police  
Donya Gregson, Finance Officer  
Bob Cole, Economic Development Specialist  
Alan Lobdell, Special Projects Consultant  
Al Frank, Parks and Recreation Director  
Joan Pliego, Communications Coordinator  
PJ Rodriguez, Network Systems Engineer  
Debra Whalawitsa, Director of Administrative Services  
Dan Marcinko, Director of Public Works

**ABSENT**

Council members

Kingston Wall

Staff

Nancy Tucker, Director of Planning  
Mike Roy, Operations Superintendent  
Bob Rowe, Fire Chief  
Dan Thomason, Building Official

**MOVED** by Bryan Holloway **SECOND** by Bob Jeans to excuse the absence of Kingston Wall from the July 13, 2009 meeting. Motion **CARRIED** 6 to 0

**CITIZEN COMMENTS AND REQUESTS FOR ITEMS NOT ON THE AGENDA**

Mayor Larson introduced Terry Sorenson, candidate for City Council.

No comments and requests.

## **PUBLIC HEARINGS, PRESENTATIONS AND APPOINTMENTS**

### Public Hearing – Six Year Transportation Improvement Plan

Mayor Larson opened the public hearing at 7:07PM. Seeing no one move to speak, Mayor Larson closed the public hearing at 7:07 PM.

### Presentation – Sustainability Strategy, Jill Sterrett, Consultant

Jill recognized the Sustainability Advisory Team and reviewed the project progress. Jill provided recommended actions.

### Presentation – Suburban Cities Association

Karen Goroski, Executive Director provided the 2008 Annual Report as well as information on the many issues the association is facing.

## **CONSENT AGENDA**

### Approval of Minutes

June 22, 2009 – Regular Meeting

June 25, 2009 – Special Meeting

### Approval of Warrants

Claims Checks 10086-10237 totaling \$653,630.42 and 10260 totaling \$64.50 and Payroll Claim Checks 10238-10259 totaling 348,699.51 and Payroll Warrant No 70674 through 70683 totaling \$21,582.77 and Direct Deposits totaling \$278,101.65 dated 6/30/09.

### Other Approvals

#### **AB#09-117 Resolution 909 Adopting a Six Year Transportation Improvement Plan for the Period 2010 through 2015**

The City is required to hold a Public Hearing and update the Six Year Transportation Improvement Plan (STIP) which was held on July 13, 2009. Planned projects must be on the STIP to be eligible for State and Federal Grants. This Plan provides a schedule for improvement of the City's transportation infrastructure.

#### **AB#09-120 Resolution 910 declaring surplus property and authorizing the sale of surplus city property**

The City Council passed Resolution 231 establishing a procedure for the sale of surplus City property. The Resolution calls for the City Council to pass a Resolution in order to sell surplus City property. The City of Snoqualmie finds itself in possession of surplus City property that is appropriate to sell (computer equipment).

#### **AB#09-121 Cuevas/Riley Wedding Special Event Permit**

The applicant requested the use of Snoqualmie Point Park for a wedding ceremony on July 25, 2009. As a part of the permit, the consumption of alcohol was requested. The Snoqualmie Municipal Code 12.12.040 prohibits alcohol in a city park except subject to a

Special Events Permit. The applicant has met the requirements. Staff recommends approval subject to compliance staff review and recommendations.

**AB#09-122 Use the 2008 King County Levy allocations (approximately \$19,466.78) to pave a trail connection from the Snoqualmie point parking lot to the view shed area.**

In 2007, King County voters passed a six-year levy that supports funding to open space acquisition and trail construction throughout the county, which began in 2008. A share of this levy is provided to each city within King County, based on assessed value and population. Snoqualmie received approximately \$19,466.78 in 2008 from this Levy, Use of the levy funds is limited to acquisition of open space and natural lands, and the development of trails that are regional in nature.

**AB#09-123 Resolution 911 amending Parks and Recreation user fees**

The Parks and Recreation Department has reviewed its current user fees comparatively to other 2009 Parks and Recreation user fees and is proposing to amend the City of Snoqualmie's accordingly.

**AB#09-124 Approve Contract with Western Office Interiors for the City Hall Office Furniture**

The City worked with Western Office Interiors to supply all personnel, equipment, tools, materials, supervision and other items or service necessary to install furniture in the new City Hall presently under construction. These prices are through a US Communities Contract.

**AB#09-127 Agreement between Shred-it of Western Washington (Shred-it) and the City of Snoqualmie and authorize the Mayor to sign**

This Agreement between Shred-it of Western Washington (Shred-it) is a reasonable measure to help comply with several US Laws including, but not limited to, the Fair and Accurate Credit Transactions Act (FACTA), The Red Flags Rule, Gramm-Leach-Bliley Act (GLB Act), Health Insurance Portability and Accountability Act (HIPAA) and Sarbanes-Oxley Act (SOX). Not only would this proposal save the City an estimated \$240.00 per year in destruction/shredding costs with our current vendor, but as a community service they will provide one day a year where they come out to the city and citizens are invited to bring a specified amount (we set that limit – 3 or 4 boxes) for a free shredding day. This is at no cost to us. Entering into an agreement with them is not mandatory, however does lock us into a price for 3-years which helps with the cost of gasoline so ever changing and increasing.

**AB#09-128 Proceeds Distribution and Hold Harmless Agreement with the City of Bellevue**

This Agreement provides for Snoqualmie to receive its share of the sale of the property in Bellevue that was transferred by King County to the City of Bellevue to sell for all King County cities. The City's share is \$67,254.57. Use of the funds is restricted to construction of jail facilities or contracting for jail facilities to meet a zero population goal in the King County jail by 2012. These funds could be expended on jail services contracts with the City of Issaquah and Yakima County, or other agencies operating jail facilities. This Agreement must be executed in order to receive the City's share of the funds, and holds Bellevue harmless from any liability should the City misapply its share of the funds.

**MOVED** by Kathi Prewitt **SECOND** by Maria Henriksen to approve the Consent Agenda as stated. **CARRIED** 6 to 0.

**ORDINANCES**

*Finance and Administration Committee (CM Prewitt, Chair--CM Henriksen and MacNichols, Members)*

**AB#09-118 Ordinance amending Section 3.04.030 of the Snoqualmie Municipal Code, Admissions Tax, to provide an exemption from the tax for all nonprofit organizations.**

The City of Snoqualmie imposes an admissions tax pursuant to chapter 3.04 of the Snoqualmie Municipal Code. Section 3.04.030 of the Snoqualmie Municipal Code establishes exemptions from the admissions tax for the activities of elementary and secondary school, churches and religious organizations, government and subject to certain limitations the activities of nonprofit organizations. It would promote the public health, safety and welfare to remove the limitations on the exemption from the admissions tax for the activities of all non-profit organizations. The removal of the limitations on the exemption from admissions tax for such organizations should be given retroactive effect as to all taxes which may have accrued but remain unpaid as of the effective date of this ordinance, pursuant to the authority of Seattle-King County Council Of Camp Fire v. State Of Washington

This proposed Ordinance was introduced. It will be considered for action at the July 27, 2009 meeting.

**AB#09-119 Ordinance amending Ordinance 1038, adopting the 2009 budget**

The budget for the year 2009 for the City of Snoqualmie as adopted through Ordinance No. 1038 does not reflect actual expenditures in certain budget line items due to the unforeseen flood disaster in January 2009. The January 2009 FEMA Flood Disaster Claim

has been submitted with estimated costs currently borne by the operating funds. The Contingency Fund has sufficient resources for unforeseen emergencies, and shall repay the Operating Funds through a transfer. The City has prepared an amended budget that meets the requirements of the law

This proposed Ordinance was introduced. It will be considered for action at the July 27, 2009 meeting.

## **REPORTS**

### **MAYORS REPORT**

#### **Mayor Larson reported the following:**

- \*Met with homeowners in floodway regarding FEMA grants for elevating homes and Congressman Reichert
- \*The Model T Rally was a very successful event. Thank you to staff member
- \*King County Councilmember Kathy Lambert's office secured a \$5000 grant for the City of Snoqualmie for increased recycling efforts and for general sustainability efforts.
- \*City Hall is quickly progressing.
- \*Fenton Dryer is online
- \*Attended Boeing Classic Media Event
- \*Meetings with the YMCA will continue

### **APPOINTMENT TO THE ARTS COMMISSION**

Mayor Larson stated that due to the meeting schedule, Arts Commission member Duane Landon is unable to participate. Mayor Larson recognized Duane for his enthusiasm in volunteering in the community.

Mayor Larson appointed Jeff Warren to the Arts Commission Position 6 for a period ending January 31, 2011.

**MOVED** by Kathi Prewitt **SECOND** by Bryan Holloway to confirm the appointment of Jeff Warren to the Arts Commission Position 6 for a term ending January 31, 2011. Motion **CARRIED** 6 to 0.

### **REPORTS/NEW BUSINESS OF THE COUNCIL COMMITTEES**

Community and Economic Affairs Committee (CM Henriksen, Chair – CM Jeans and MacNichols, Members)

No report.

Finance and Administration Committee (CM Prewitt, Chair–CM Henriksen and MacNichols, Members)

Councilmember Prewitt asked the councilmember's to make sure to let her know if there will be an absence.

Planning and Parks Committee (CM Wall, Chair – CM Holloway and Peterson, Members)  
No report.

Public Safety Committee (CM Jeans, Chair - CM Wall, Member)  
No report

Public Works Committee (CM Holloway, Chair – CM Peterson and Prewitt, Members)  
No report

Committee of the Whole

Councilmember Bryan Holloway stated that the Library Advisory Board has completed their annual report.

Councilmember Bob Jeans stated that the Northwest Railroad Museum has started construction on the train shed. In time this will change the face of Snoqualmie. A groundbreaking ceremony will be scheduled.

Staff Reports.

Mayor Larson stated that written staff reports are included in the agenda packets.

**CITIZEN COMMENTS**

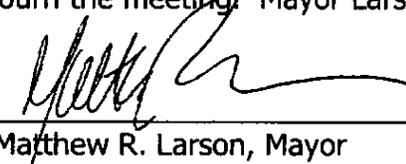
No citizen comments or requests.

**ANNOUNCEMENTS**

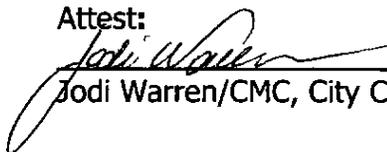
The Northwest Railroad Museum is working diligently on organizing the Railroad Days event. There is a need for volunteers.

**ADJOURNMENT**

There being no further business to come before the Council, **MOVED** by Bryan Holloway **SECOND** by Bob Jeans to adjourn the meeting. Mayor Larson adjourned the meeting at 8:20 PM.

  
\_\_\_\_\_  
Matthew R. Larson, Mayor

Attest:

  
\_\_\_\_\_  
Jodi Warren/CMC, City Clerk

Minutes Recorded by Jodi Warren, City Clerk