

MONROE CITY COUNCIL

Regular Business Meeting
March 8, 2016, 7:00 P.M.

Council Chambers, City Hall
806 W Main Street, Monroe, WA 98272

AGENDA

Call To Order

Roll Call

Pledge Of Allegiance

1. Mayor Thomas

Executive Session

1. Potential Litigation [RCW 42.30.110(1)(i)] (15 minutes)

Announcements And Presentations

1. Presentation: Monroe Community Coalition (J. Neigel)

Comments From Citizens

[This time is set aside for members of the audience to speak to the City Council on any issue related to the City of Monroe; except any quasi-judicial matter subject to a public hearing. **Please sign in prior to the meeting; testimony is limited to 5 minutes per speaker.**]

Consent Agenda

1. Approval of the Minutes; March 1, 2016, Regular Business Meeting

Documents: [20160308 CA1 MCC Minutes 20160301.pdf](#)

2. Approval of Payroll Warrants and ACH Payments

Documents: [20160308 CA2 AAA FORM PAYROLL WARR APPROVAL.pdf](#)

3. AB16-027: Award Bid and Authorize the Mayor to Sign Contract with Oceanside Construction, Inc. for Columbia and Elizabeth Street Watermain Project

Documents: [AB16-027_Columbia_Elizabeth St Watermain Replacement.pdf](#)

4. AB16-028: Accept and Authorize Mayor to Sign Stormwater Quality Capacity Grant from Washington State Department of Ecology (TENTATIVE)

Documents: [AB16-028_SW Quality Capacity Grant.pdf](#)

Unfinished Business

1. AB16-029: Discussion: Strategic Financial Planning - Continued

Documents: [AB16-029_Discussion_Strategic Financial Planning.pdf](#)

New Business

1. AB16-030: Discussion: Downtown Events and Public Art Policies

Documents: [AB16-030_Discussion_DT Events_Public Art Policies.pdf](#)

Councilmember Reports

1. City Council Legislative Affairs Committee
2. Community Transit Board of Directors Meeting (Councilmember Cudaback)

Staff/ Department Reports

1. Public Works Report

Documents: [20160308 DR1 PW Update.pdf](#)

Mayor/ Administrative Reports

1. Monroe This Week (March 4, 2016, Edition No. 9)

Documents: [20160308 MR1 Monroe This Week Edition 9.pdf](#)

2. PSRC – Economic Development District Board

Documents: [20160308 MR2 PSRC Documents.pdf](#)

3. Lobbyist Report (Green Light Strategies)

Documents: [20160308 MR3 Lobbyist Report_GLS.pdf](#)

4. Draft Agenda for March 15, 2016, Regular Business Meeting

Executive Session

If needed.

Adjournment

Majority vote to extend past 10:00 p.m.

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS
AGENDA

Accommodations for people with disabilities will be provided upon request. Please call City Hall at
360-794-7400. Please allow 48 hours advance notice.

CALL TO ORDER, ROLL CALL AND PLEDGE

The March 1, 2016, Regular Business Meeting of the Monroe City Council was called to order by Mayor Thomas at 7:00 p.m.; Council Chambers, City Hall.

Councilmembers present: Cudaback, Hanford¹, Kamp, Rasmussen, and Scarboro.

Staff members present: Brazel, Feilberg, Nelson, Osaki, Quenzer, Smoot, and Warthan; City Attorney Lell.

The Pledge of Allegiance was led by Councilmember Scarboro.

Mayor Thomas noted, without objection, the excused absence of Councilmembers Davis and Gamble. No objections were noted.

COMMENTS FROM CITIZENS

There were no persons present wishing to address the City Council.

CONSENT AGENDA

1. Approval of the Minutes; February 23, 2016, Regular Business Meeting
2. Approval of AP Checks and ACH Payments (*Check Nos. 86712 through 86744, and ACH/EFT Payments, in a total amount of \$500,847.98*)

Councilmember Rasmussen moved to approve the Consent Agenda; the motion was seconded by Councilmember Cudaback. On vote,
Motion carried (4-0).

UNFINISHED BUSINESS

1. AB16-026: Discussion: Impact Fee Deferral System

Mr. Dave Osaki, Community Development Director, presented background information on AB16-026, ESB5923, impact fee deferral system options, and feedback received from the Monroe and Snohomish School Districts, the Master Builders Association and a number of local builders.

General discussion ensued regarding feedback received, advantages/disadvantages to a deferrals cap, what other local jurisdictions have done, weighting of response from the School Districts (based on ESB5923), and next steps in the process. General consensus of the Council was to set deferrals to the time of final inspection, cap at twenty deferrals per year, and set a modest administrative/application fee. Staff will follow up with the Monroe School District on the twenty per year cap; and continue with next steps in the process for adopting an impact fee deferral system by September 1, 2016.

¹ CLERK'S NOTE: Councilmember Hanford arrived at approximately 7:03 p.m. during Unfinished Business #1.

COUNCILMEMBER REPORTS

1. City Council Finance & Human Resources Committee

The Tuesday, March 1, 2016, City Council Finance and Human Resources Committee Meeting was cancelled due to a lack of quorum.

2. Snohomish County Tomorrow Steering Committee (Councilmember Kamp)

Councilmember Kamp reported on the items discussed at the February 25, 2016, Snohomish County Tomorrow Steering Committee Meeting, including: 2016 elections and appointments, a discussion on sub-regional centers, a discussion on Marysville's Comprehensive Plan, and Sound Transit 3.

3. Individual Reports

Councilmember Cudaback stated she will be attending the Community Transit Board of Directors Meeting on Wednesday, March 2, 2016.

Councilmember Hanford stated he will be attending the Affordable Housing Breakfast on Thursday, March 10, 2016.

STAFF/DEPARTMENT REPORTS

Mr. Osaki reported on an upcoming permit process improvement meeting with stakeholders and stated there is currently a lot of interest in residential development within the City.

Mr. Brad Feilberg, Public Works Director, provided an update on the Tjerne Place SE Extension project.

1. Staff Report on Land Sales Update

Mr. Gene Brazel, City Administrator, reported on potential land sales in the North Kelsey area.

MAYOR/ADMINISTRATIVE REPORTS

1. Monroe This Week (*February 26, 2016, Edition No. 8*)

Mayor Thomas reported on meetings held and events attended the previous week and other forthcoming items; including attendance at a SCCIT Meeting, open RFP for concessionaire services, rescheduling of the Propulsion Cablepark Monroe ribbon-cutting ceremony to April, the Tjerne Place project, and transportation grants currently in pursuit for SR522.

2. Lobbyist Report (*Green Light Strategies*)

Mr. Brazel noted information in the agenda packet provided by Green Light Strategies, the City's Lobbying Firm, regarding proposed bills of interest to the City, and a listing of the bills currently being monitored.

3. Draft Agenda for March 8, 2016, Regular Business Meeting

Mr. Brazel reviewed the draft agenda for the March 8, 2016, Monroe City Council Regular Business Meeting, the extended agenda, and additions/edits thereto.

EXECUTIVE SESSION

1. Potential Litigation [RCW 42.30.110(1)(i)] (*15 minutes*)

Mayor Thomas stated the Council would recess into an executive session for approximately 15 minutes to discuss Potential Litigation [RCW 42.30.110(1)(i)] and read the appropriate citation into the record.

The meeting recessed into executive session at 7:46 p.m. and reconvened at 8:03 p.m.

ADJOURNMENT

There being no further business, the motion was made by Councilmember Hanford and seconded by Councilmember Kamp to adjourn the meeting. On vote,
Motion carried (5-0).

MEETING ADJOURNED: 8:04 p.m.

Geoffrey Thomas, Mayor

Elizabeth M. Smoot, MMC, City Clerk

Minutes approved at the Regular Business Meeting of March 8, 2016.



MONROE CITY COUNCIL

Agenda Bill No. 16-027

SUBJECT:	<i>Award Bid and Authorize the Mayor to Sign Contract with Oceanside Construction, Inc. for Columbia and Elizabeth Street Watermain Project</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/08/2016	Public Works	Jim Gardner	Brad Feilberg	Consent Agenda #3

Discussion: 1/19/2016, 03/08/2016

Attachments: 1. None

REQUESTED ACTION: Move to award the Columbia and Elizabeth Street Watermain Project to Oceanside Construction, Inc. in an amount of \$520,517.11, along with funds per Section 4.2.1.3 of the Procurement Policies and Procedures for possible change orders; authorize the Mayor to sign the construction contract thereto; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

Bids were opened on Friday, February 19, 2016, at 10:00 a.m. for the Columbia and Elizabeth Street Watermain Project. Eight bids were received, ranging from \$520,517.11 to \$700,037.73. The Engineer's Estimate for this project was \$755,518.94.

Apparent Low: Oceanside Construction, Inc. \$520,517.11

Second Apparent Low: Thomco Construction \$528,570.22

After an initial review, state licensing verification, and reference calls, the apparent low bidder is Oceanside Construction, Inc. The bid is responsive.

IMPACT – BUDGET

This project is listed in the 2016 approved budget. There will be no impacts to the budget.

TIME CONSTRAINTS

The waterline replacement must occur this spring to insure it is completed prior to the summer grind and overlay project begins.



MONROE CITY COUNCIL

Agenda Bill No. 16-028

SUBJECT:	<i>Accept Stormwater Quality Capacity Grant from Washington State Department of Ecology (TENTATIVE)</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/08/2016	Public Works – O&M Division	Vince Bertrand	Brad Feilberg	Consent Agenda #4

Discussion: 03/08/2016

Attachments: 1. Stormwater Quality Capacity Grant Agreement

REQUESTED ACTION: Move to accept grant funds and authorize signature of associated documents; and expressly authorize further minor revisions by the Mayor to the extent deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

The Washington State Department of Ecology has allocated grant funding to the City of Monroe so as to assist the City in procuring the highly specialized sweeper equipment that is necessary to maintain pervious concrete surfaces. The sweeper unit selected by the Public Works O&M Division uses high pressure water jet and vacuum cleaning capability, thereby facilitating efficient maintenance and care of pervious concrete surfaces. Regular maintenance of these surfaces is the best way to ensure continued functionality and to protect the ground water table for future generations.

IMPACT – BUDGET

The DOE grant will fund up to \$50,000 of the total 2016 budget allocation of \$164,000.

TIME CONSTRAINTS

DOE has requested grant acceptance occur as soon as is practicable.

ALTERNATIVES TO REQUESTED ACTION

Decline grant offer and use local stormwater utility rates to fund purchase.



Agreement WQSWCAP-1517-MonrDC-00080

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Monroe

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Monroe, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Monroe

Federal Tax ID: 91-6001464
DUNS Number: 039269899

Mailing Address: 806 W. Main St.
Monroe, Washington, 98272

Physical Address: 806 West Main St.
Monroe, Washington, 98272

Contacts

Project Manager	Vince Bertrand Stormwater Compliance Coordinator 806 West Main Street Monroe, Washington, 98272 Email: vbertrand@monroewa.gov Phone: (360) 863-4552
Billing Contact	Vince Bertrand Stormwater Compliance Coordinator 806 West Main Street Monroe, Washington, 98272 Email: vbertrand@monroewa.gov Phone: (360) 863-4552
Authorized Signatory	Vince Joseph Bertrand Stormwater Compliance Coordinator 806 West Main Street Monroe, Washington, 98272 Email: vbertrand@monroewa.gov Phone: (360) 863-4552

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

City of Monroe

Program Manager

Date

Geoffrey Thomas

Date

Heather Bartlett

Mayor

Water Quality

SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Vince B.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$50,000.00

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Vince B

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG160413

Funding Title: Capacity Grant FY16
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? Yes

Capacity Grant FY16	Task Total
Permit Implementation	\$ 25,000.00

Total: \$ 25,000.00

BUDGET

Funding Distribution EG160414

Funding Title: Capacity Grant FY17
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2016
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Permit Implementation	\$ 25,000.00
Total:	\$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payechelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable

property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer

recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



MONROE CITY COUNCIL

Agenda Bill No. 16-029

SUBJECT:	<i>Discussion: Strategic Financial Planning - Continued</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/08/2016	Finance	Dianne Nelson	Mayor Thomas	Unfinished Business #1

Discussion: 01/26/2016; 02/09/2016; 02/16/2016; 03/08/2016

Attachments: 1. Prioritization of Operations and Capital Needs

REQUESTED ACTION: Provide direction to the Mayor and Staff regarding what additional information is desired for the medium and high prioritized operations and capital needs.

DESCRIPTION/BACKGROUND

At the January 26, and February 9, 2016, Regular Business Meetings, City Council discussed strategic financial planning by considering the City’s finances for the next five years, specifically: operations, capital, and revenues.

At the February 16, 2016, Meeting, Council prioritized the operations and capital needs presented at the previous meetings into three categories: low, medium, and high (see attachment 1); and directed staff to gather additional information on the medium and high items for further discussion.

Discussion at the March 8, 2016, Meeting will determine what additional information Council would like gathered for the medium and high priority items; which will them be presented for Council’s consideration on March 22, 2016.

IMPACT – BUDGET

TBD

TIME CONSTRAINTS

Prior to June 2016, when staff begins work on the 2017 budget.

	Total Cost	Years	Annual Cost	Priority
Accountant	\$115,000		\$115,000	High
Deputy City Clerk	\$100,000		\$100,000	High
Parks Supervisor	\$107,134		\$107,134	High
Transportation Infrastructure Maintenance & Operations Improvements	\$335,000		\$335,000	High
Police Officers (2)	\$165,000		\$165,000	High
ADA Sidewalks Improvements	\$3,750,000	10	\$375,000	High
Long Term Road Preservation and Rehabilitation	\$1,059,000		\$1,059,000	High
Parks Seasonal Workers	\$25,000		\$25,000	Medium
Downtown Parking Improvements				Medium
8 spaces	\$306,622	10	\$37,253	Medium
43 spaces	\$992,493	10	\$120,582	Medium
14 spaces	\$696,872	10	\$84,666	Medium
14 spaces	\$589,497	10	\$71,620	Medium
8 spaces	\$316,872	10	\$38,498	Medium
Municipal Campus Project				Medium
Purchase adjacent building and remodel	\$3,750,000	20	\$272,691	Medium
Demo and rebuild City only	\$11,375,000	20	\$827,163	Medium
Demo and rebuild Joint facility	\$30,125,000	20	\$2,190,619	Medium
New facility N Kelsey City only	\$16,275,000	20	\$1,183,480	Medium
Code Enforcement Official	\$100,000		\$100,000	Low
Permit Technician	\$80,000		\$80,000	Low
Park Maintenance Works	\$93,139		\$93,139	Low
Park Operations	\$37,000		\$37,000	Low
Growth Related Transportation Improvements	\$644,000		\$644,000	Low
Sidewalks Repairs	\$3,000,000	10	\$300,000	Low
Fryelands Blvd Illumination	\$1,200,000	10	\$145,793	Low
Fryelands Blvd Sidewalks	\$375,000	5	\$82,874	Low
6-Year Park Plan CIP – Parks Improvements	\$200,000		\$200,000	Low



MONROE CITY COUNCIL

Agenda Bill No. 16-030

SUBJECT:	Discussion: Downtown Events and Public Art Policies
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/08/2016	Parks & Rec.	Mike Farrell	Mike Farrell	New Business #1

Discussion: 03/08/2016

- Attachments:**
1. DRAFT Downtown Events Waiver Policy for City Services
 2. DRAFT Public Art Policy
 3. DRAFT Call-For-Sculptors: Downtown Outdoor Sculpture

REQUESTED ACTION: Discussion; and provide direction to the Mayor and Staff regarding the draft Downtown Events Waiver Policy for City Services and Public Art Policy, in order to implement two new 2016-budgeted programs:

1. Fee Waiver Program for City Services in conjunction with approved Special Events held in the Downtown.
2. Call-for-Sculptors: Downtown Art Sculpture.

DESCRIPTION/BACKGROUND

In order to encourage special events to occur within the newly renovated downtown core, and to commission a piece of public art to be sited within the same downtown plaza area, the City Council budgeted a total of \$15,000 for 2016 to accomplish both initiatives. Staff has researched and drafted the attached policies to implement these programs.

Downtown Events Waiver Policy for City Services

A fee waiver policy is proposed for City services in conjunction with approved special events held within the downtown. Feedback from event organizers pointed to the costs associated with required street closures for events, with costs ranging from \$600-\$800 plus as an obstacle to their event budgets. The policy puts in place a mechanism to address this through a fee waiver for City services up to \$1,000 per event until the annual budget amount is exhausted. Staff proposes that up to \$5,000 of the 2016 budgeted amount be utilized for this new program, which could support five (5) special events. It is important to consider the aggregate interruptions to downtown businesses, which is factored into the proposed limit of \$5,000. The goals of this policy include: to encourage existing and new special events to occur in the newly renovated downtown core that promote tourism, to foster economic revitalization of the downtown, and to provide cultural activities for residents.

Public Art Policy

A public art policy is proposed to guide the purpose, goals, selection criteria, and procedures for public art in City-owned areas. The policy, when approved, will provide support for Staff to implement a *Call-for-Sculptors* to commission an outdoor sculpture sited within the newly-renovated downtown plaza area. Staff has researched similar art policies and programs throughout the region and has consulted with the Monroe Arts Commission in drafting the policy and *Call-for-Sculptors*. Staff proposes that \$10,000 of the 2016 budgeted amount be utilized for a downtown art sculpture. Submitters are free to solicit matching funds, but not required. The unique pervious sidewalk system, coupled with the uncertainty of a final art sculpture product's installation requirements (as it may vary), may produce a need for additional funding of up to \$2,500 for a structural base support/foundation.

IMPACT – BUDGET

The 2016 Budget includes \$15,000 designated to support new and existing special events that occur in the newly-renovated downtown core, and also to initiate a public art program in order to commission a sculpture to be sited within the newly-renovated downtown core.

TIME CONSTRAINTS

Approval of both policies is scheduled for the March 15, 2016, City Council Meeting. Implementation of the two new programs effective upon approval.

CITY OF MONROE

POLICY SUBJECT: Waiver for City Services for Downtown Events

REFERENCE NUMBER: 2016-XXX

EFFECTIVE DATE: March 15, 2016

APPROVED:

Mayor

City Administrator

SUBMITTED TO COUNCIL:

N/A

Yes

Date: March 8, 2016

DRAFT

1.0 PURPOSE:

The City of Monroe recognizes that special events held in the downtown, such as: fun runs, roadway foot races, fundraising walks, bike-a-thons, parades, car shows, and street fairs, promote tourism, foster economic revitalization of the downtown, and provide cultural activities for residents. The Monroe Municipal Code (MMC) chapter for Special Events (MMC 5.28.110) states that fees for the use of City services and equipment may be waived in part or in full if the event is of sufficient community benefit to warrant the expenditure of City funds without reimbursement by the applicant/sponsor.

2.0 GOALS:

- Encourage existing and new special events to occur in the newly renovated downtown core that promote tourism, foster economic revitalization of the downtown, and provide cultural activities for residents.
- Utilize the special event-friendly design of the newly renovated downtown street plaza area.

3.0 ELIGIBILITY (all must be satisfied for waiver):

- Must have an approved Special Event Permit.
- Event must occur within Monroe's downtown core.
- Event necessitates closure of road(s) by City staff.
- Fee waiver for City services up to \$1,000 per event until annual budget amount is exhausted.
- Limit of two (2) fee waiver requests per organization/applicant per calendar year.
- First come-first served.
- Event must fulfill the purpose and goals in sections 1 and 2 above.
- Applicant must demonstrate matching funds or labor in kind.
- Applicant must provide an estimate of the number of people expected to attend the event and provide an estimate of the number of attendees following the event.

4.0 PROCEDURE:

The organization/applicant shall:

- Submit a completed Special Event Permit application for event held in the downtown that necessitates a road closure.
- Submit a Downtown Event Fee Waiver form.

End of Document

CITY OF MONROE

POLICY SUBJECT: Public Art

REFERENCE NUMBER: 2016-XXX

EFFECTIVE DATE: March 15, 2016

APPROVED:

Mayor

City Administrator

SUBMITTED TO COUNCIL:

N/A

Yes

Date: March 8, 2016

DRAFT

1.0 PURPOSE:

The City of Monroe views public art as integral to our community's fabric by improving quality of life, enhancing community identity, strengthening economic development and tourism, and enriching the spirit and pride of its citizens.

2.0 KEY TERMS

- 2.1 "Public Art"** means any visual work of art lawfully displayed for two weeks or more in an open City-owned area, on the exterior of any City-owned facility, inside any City-owned facility in areas designated as public areas, or on non-City property if the work of art is installed or financed, either wholly or in part, with City funds or grants procured by the City.
- 2.2 "Work of art"** includes, but is not limited to, the art forms of: sculpture, monument, mural, fresco, relief, fountain, banner, benches, architectural furniture, and performance art facilities. Work of art includes, but is not limited to, the art mediums of: weaving, carving, painting, assemblage, collage, welding, casting, and sculpting.
- 2.3 "Selection Committee"** is composed of City staff and invited representatives from organizations such as: the Monroe Park Board, Monroe Planning Commission, Monroe Arts Council, Monroe Chamber of Commerce, and Downtown Monroe Association, as appointed by the Mayor.

3.0 PUBLIC ART GOALS

- To curate a diverse public art collection.
- To facilitate exposure to public art.
- To use public art to reflect the characteristics of the greater Monroe community.

4.0 SELECTION CRITERIA

Proposed public art acquisitions will be evaluated on the following criteria:

- A. The quality and aesthetic merit of the art work.
- B. The art work's context within the City collection to include:
 1. Does art work enhance the existing collection or add diversity?
 2. Does the piece appropriately engage the public?
 3. Are the materials appropriate?
 4. Does the piece lend itself to minimizing vandalism or graffiti?
- C. Coordination with affected City boards, commissions, and departments concerning siting, costs of installation, and maintenance of art work to include:
 1. Availability of an appropriate site.
 2. Appropriateness in size, scale, material, form and style for the area in which it is to be placed.
 3. Condition, durability, installation, and maintenance requirements of the art work.

- D. Donor conditions.
- E. If applicable, loaned artwork can be purchased if there is sufficient public support to acquire it via public fundraising or City Council action.

5.0 ACQUISITION, RELOCATION AND DEACCESSION PROCEDURES

5.1 Acquisition

5.1.1 Call for Art

A. Eligibility:

1. Competition is open to artists residing in the state of Washington.
2. Applicants can apply as a single artist/sculptor or as an artist team.
3. Applicant cannot be an elected official or employee of the City of Monroe.

B. Selected Location for Public Art Display:

City shall select public locations for public art display.

C. Specifications:

1. City shall select a suitable scale for dimensions and artistic quality of art.
2. The artwork must require minimum maintenance and be able to withstand the effects of weather, be as resistant as possible to vandalism, able to withstand possible pedestrian contact, and not impede either walking or driving traffic.
3. It is the artist's responsibility to deliver the sculpture at the specified site by the established deadline.
4. The City of Monroe reserves the right to reject work that, when completed, differs from the original proposal, or does not meet standards of durability, safety, and quality.
5. Installation/Anchoring specifications to be determined by the City of Monroe for installation of the selected sculpture.

D. Purchase Amount:

To be determined through dedicated funding actions taken by the City Council.

E. Selection Process:

City shall develop a selection process utilizing selection criteria described in Section 4 of this policy.

5.1.2 Unsolicited Donation

- A. All accepted donated works become part of the City art collection and, as such, may be relocated.
- B. Unrestricted monetary donations to help fund public art acquisitions will be accepted at any time. Donations with conditions or restrictions, such as use for acquisition of a specific artwork or theme, will be reviewed and accepted in accordance with this policy, and declined if the conditions or restrictions are not approved.
- C. For a work proposed for loan to the City, the owner or owner's representative will be required to enter into an Art Display Agreement, in a form approved by the City Attorney, setting forth the length of the loan and other terms such as location, maintenance requirements, insurance, value of art work, installation and removal responsibility, and other conditions pertinent to the agreement.
- D. Donated or loaned art work will include identifying plaques if accepted by the City at the sole cost of the donor.
- E. If applicable, loaned artwork can be purchased by the City if there is sufficient public support to acquire it via public fundraising or City Council action.

5.2 Relocation

To provide procedures for the relocation of City owned or loaned art work.

- A. The condition or security of the art work cannot be reasonably guaranteed in its present location.
- B. The art work presents a public safety risk.
- C. Significant changes in the use, character or actual design of the site require a re-evaluation of the art work's relationship to the site.
- D. A more suitable location for the artwork has been proposed.

5.3 Deaccession

To provide procedures for the deaccession of City owned art work.

- A. Review of any restriction which may apply to the specific work.
- B. Assessment of options for storage or disposition of art work, which may include sale, trade, return to the artist, or gift.
- C. Analysis of reasons for deaccessioning and recommendation to City Council for the final decision.

End of Document



CALL-FOR-SCULPTORS: DOWNTOWN OUTDOOR SCULPTURE

Monroe, Washington

Deadline: April 25, 2016

The City of Monroe views public art as integral to our community's fabric by improving quality of life, enhancing community identity, strengthening economic development and tourism, and enriching the spirit and pride of its citizens.

Program:

The City of Monroe is seeking submissions for an outdoor sculpture, which may be interactive, to be installed on the public sidewalk on the northwest corner of Main and Lewis Streets in the newly-renovated Downtown Plaza Area. The proposal should express a connection to the City of Monroe, the character of the specific display location, and reflect the City's diversity. Artists are strongly encouraged to visit the actual installation site. Artists should be willing to collaborate with the Monroe Arts Council www.monroeartscouncil.org. The final sculpture must be delivered by November 23, 2016.

Eligibility:

- The competition is open to artists residing in the state of Washington.
- Applicants can apply as a single artist/sculptor or as an artist team.
- Applicant cannot be an elected official or employee of the City of Monroe.

Specifications:

- Location: northwest corner of Main and Lewis Streets, Monroe, WA 98272, within the public right-of-way, outside installation.
- Sculptural artwork must be freestanding with its own weighted plinth. The work must be attached securely to the artist-supplied plinth. The sculpture must be of suitable scale no larger than 3 feet wide, 6 feet long and 12 feet high.
- All media suitable for outdoor art shall be considered. It must be durable, vandal resistant, pose no safety threat, able to withstand possible pedestrian contact, and not impede either walking or driving traffic. All proposed artwork should be designed to comply with ADA design guidelines and withstand an outdoor, high traffic, unmonitored environment. The art work shall have very limited maintenance requirements.
- The City of Monroe reserves the right to reject work that, when completed, differs from the original proposal, or does not meet standards of durability, safety and quality.

Purchase Amount:

Selected artist/artist team will receive compensation of \$10,000 as the purchase price for the outdoor sculpture. The contract amount will be inclusive of all costs associated with the project including design fees, consultant's fees such as structural engineering or testing, taxes, insurance, materials, fabrication, transportation, applicable City permit(s), and installation, including any site modification required, travel to and from the site, and per diem expenses.

Selection Process:

A Selection Committee will jury on two levels:

1. The general quality of the artist's body of work; and
2. The piece submitted and how it meets the City's Public Art Policy Guidelines (attached).

The Selection Committee will make a recommendation to the Monroe City Council for final selection. The City of Monroe reserves the right to not select any of the applicants.

Timeline:

Deadline for entries: Monday, April 25, 2016, by 5:00 p.m. PDT
Selected artist notified: Friday, June 3, 2016
Work installed: No later than November 23, 2016

Materials to Submit (Electronic submissions preferred):

- Artist's Resume: A current resume that includes experience, expertise, education, training, and past accomplishments related to your art making practice. The Resume shall also include artist's name, day/evening/cell phone, fax, email, mailing address, and website (if applicable).
- Maximum of 3 proposals per artist; and artist can include examples of up to 3 recent works.
- Images must be a minimum of 300 dpi/maximum 2MG and JPEG (.jpg). Include images of front and back of sculpture. Include an image showing a recognizable item with the sculpture to aid in visualizing scale.
- Maximum of 9 images total: 2 images per proposal, plus 1 image per recent work.
- Annotated Image List (for each proposal submitted): Title, date, medium, height, width, depth, weight, color, and base-size.
- Proposals for work not yet fabricated: If you propose work that is not yet fabricated, please submit detailed illustrations/images for each entry. Indicate size (height, width and depth), medium, anticipated weight, and color.
- Artist's Interest Statement: A statement (1 page maximum) that describes your work (inspiration, personal statement) particular to each proposal and why you are interested in this opportunity with the City of Monroe. The Interest Statement shall be suitable for publication.
- Artist's name should appear on all pages of proposal.

Every effort will be made to insure the safe handling of submitted materials; however, the City of Monroe will not be responsible for any loss or damage.

Deadline for Proposal Information:

All materials listed above must be **received by Monday, April 25, 2016, 5:00 p.m. PDT.** No exceptions. Receipt of completed applications will be confirmed via email. Submit completed application and other materials to:

Mike Farrell, Parks and Recreation Director

Email: mfarrell@monroewa.gov

Mail: City of Monroe
Attn: Mike Farrell
806 W. Main Street
Monroe, WA 98272

Questions?
Phone: 360-863-4557



**PUBLIC WORKS DEPARTMENT
DESIGN & CONSTRUCTION DIVISION
MARCH 2016 UPDATE**

TJERNE PLACE – CHAIN LAKE ROAD TO WOODS CREEK ROAD

Background

This project involves extending Tjerne Place from Chain Lake Road to Woods Creek Road. Right-of-Way acquisition is needed along the length of the project. The proposed improvements include wide sidewalks on both sides of the road, two 12-ft travel lanes and a center turn lane, modifications to the existing signal at Chain Lake Rd and Tjerne Place, and a new driveway into the Safeway shopping center. Provisions are being made for a new signal at Woods Creek Rd, and will be installed depending on the cost of the project. We have a commitment from PUD to provide \$1,000,000 and have received a \$3,100,000 grant from TIB.

Estimated Cost: \$4,847,700

Construction Target: Begin Summer 2015; End Summer 2016

Update

Curb and gutter, and first lift of asphalt pavement are down! Other visible progress includes new signal poles being set in place. This month will include pouring sidewalks along both sides of the road and finishing up the signal poles and wiring. The timeline below is updated to track with the current progress.

Timeline

July 2015	Construction begins
November 2015	Construction suspended
April 2016	Construction resumes
July April 2016	Substantial Completion
August May 2016	All Work Completed
Sept July 2016	Project is Accepted



W. MAIN STREET SIDEWALKS

Background

The project scope includes installing a concrete sidewalk along the south side of W. Main Street between the Tester Road Roundabout and the future Housing Hope development. This would complete sidewalk connectivity between downtown and the Monroe High School, thereby increasing pedestrian safety and providing alternative modes of transportation. The City received a grant from TIB in the amount of \$368,638 to help fund this project.

Estimated Cost: \$495,000

Construction Target: Spring 2016

Update

Construction documents are receiving the final edits. The targeted bid advertisement date will be in April, 2016, which is based on construction occurring while the Monroe School District is on summer break.

Timeline

November 2014	Grant Awarded
February 2015	Design
February 2016	Design completed
April 2016	Project advertised to contractors
June 2016	Construction begins
August 2016	Construction complete



179th AVENUE SE SIDEWALKS

Background

The City of Monroe applied for and received a \$372,500 grant from the Community Development Block Grant Program of Snohomish County's Housing and Urban Development. The concrete sidewalk will be installed along the west side of 179th Ave SE, filling in gaps such that once the project is completed there will be a continuous sidewalk along the west side from Main Street to 157th Street SE.

Estimated Cost: \$372,500

Construction Target: Summer 2016

Update

Engineering staff are working the design drawings and also working with adjacent property owners to acquire necessary right-of-way to construct the project. This month the engineers will be developing design drawings and specifications. The targeted bid advertisement is April, 2016, but will be dependent on when right-of-way acquisition will be completed. The project construction timeline is based on construction occurring while the Monroe School District is on summer break.

Timeline

January 2015	Grant Awarded
August 2015	Design
March 2016	Design completed
April 2016	Project advertised to contractors
June 2016	Construction begins
August 2016	Construction complete



WOODS CREEK ROAD PHASE I

Background

In 2011 plans were prepared for a new shared path along the west side of Woods Creek Road that would connect the downtown to the trail system coming down from The Farm development. The plans include a paved 10' wide trail, soldier pile retaining wall, and necessary storm drainage. At that time local funding carried the project only through design development. In 2014 the City received a grant from the Puget Sound Regional Council (PSRC) to construct the project. This grant award has a maximum payable amount of \$1,718,000. The project is alive again and will be constructed in 2016.

Estimated Project Cost: \$2,071,000 (incl. design & construction)

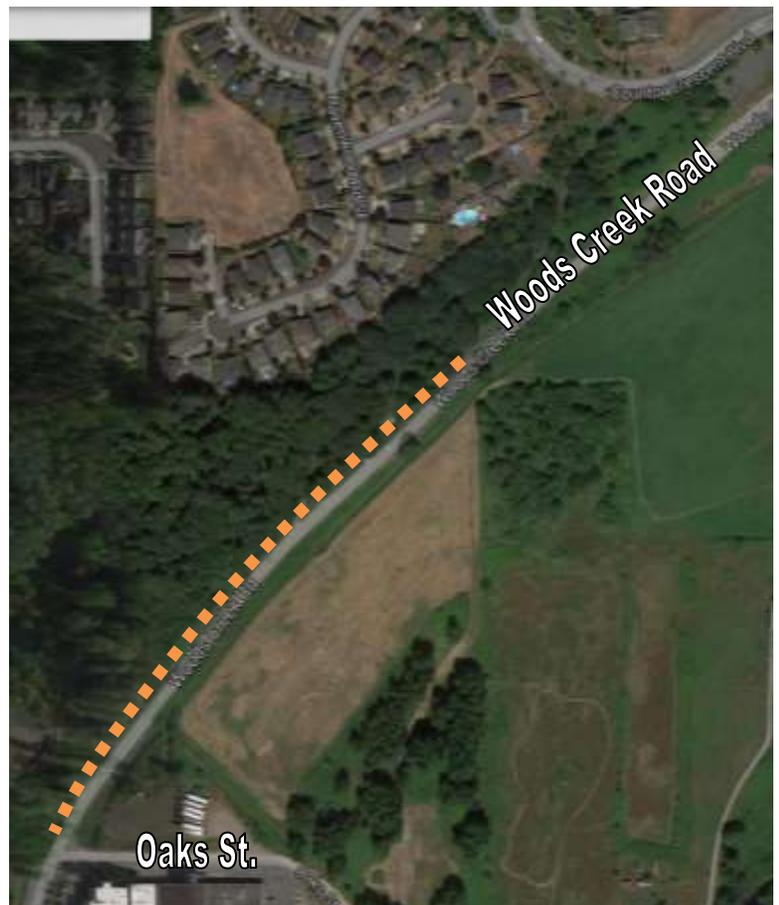
Construction Target: Summer 2016

Update

The bid opening was pushed out a couple weeks to resolve issues with the PUD overhead powerlines. The revised bid opening date is March 10th. Additionally, City staff reviewed construction management firm's proposals, ultimately selecting KBA Inc. to assist in managing the project. Contract negotiations are currently underway.

Timeline

January 2014	Grant Awarded
August 2015	Design
Winter 2015/16	Design completed
January 2016	Project advertised to contractors
May 2016	Construction begins
Sept. 2016	Construction complete



SIDEWALK RAILROAD CROSSINGS – FRYELANDS BOULEVARD & 179TH AVENUE SE

Background

In 2015 the City received a \$244,500 grant from the Community Development Block Grant (CDBG) program of Snohomish County. The purpose of this project is to provide safe pedestrian pathways across the existing railroad tracks at both the Fryelands Boulevard and 179th Avenue SE street crossing locations.

Estimated Project Cost: \$291,500

Construction Target: Summer 2016

Update

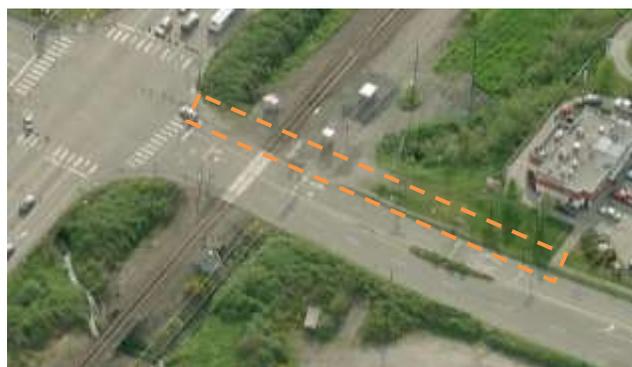
A topographic survey was completed for both crossing locations. Engineering staff are coordinating plans with Burlington Northern Santa Fe (BNSF) for a wider access easement over the railroad tracks. The progress of design and eventual construction is heavily dependent on BNSF and the Utility Transportation Commission (UTC). With that understanding, we anticipate the design efforts to begin in the Fall of this year and have project documents complete and ready for contractor bid advertisement in 2017.

Timeline

January 2015	Grant Awarded
August 2016	Design
Winter 2016/17	Design completed
Spring 2017	Project advertised to contractors
Spring 2017	Construction begins
Summer 2017	Construction complete



179th Avenue SE



Fryelands Boulevard

COLUMBIA AND ELIZABETH WATERMAIN

Background

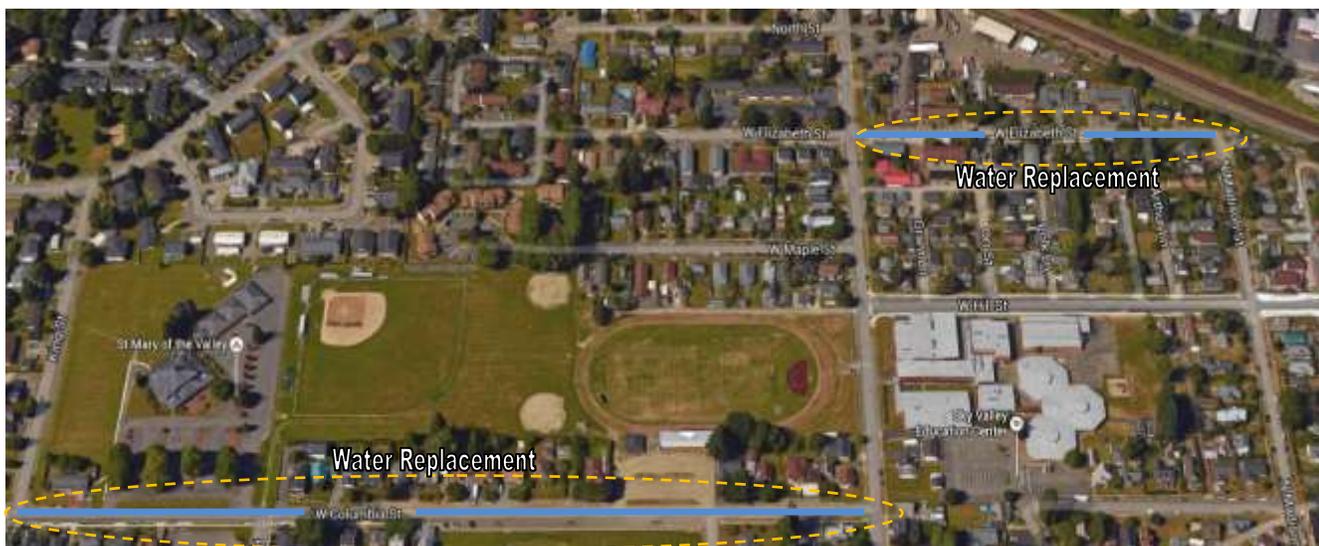
The water mains under Columbia Street and Elizabeth Street are aging and will be replaced with new ductile iron pipe this Spring. The water replacement work is scheduled to be completed by July. Later this summer the streets' surfaces will be milled and overlaid with new asphalt and striping.

Update

The project was released for contractor bids in February. Oceanside Inc. was the low bidder and will be performing the water replacement work. Construction is anticipated to begin later this month.

Timeline

Fall 2015	Design
February 2016	Design completed
February 2016	Project advertised to contractors
March 2016	Construction begins
July 2016	Water construction ends
August 2016	Asphalt overlay



RIVMONT WATERMAIN

Background

The road surface condition of Rivmont Street is substandard, and the existing water main is aging. The City will replace the water main this Spring with new ductile iron piping, as well as rehabilitate the road surface with new asphalt and road base.

Update

Engineering staff are developing design documents, which are estimated at 75% complete. The targeted bid advertisement month is March, 2016, per the schedule below. This month the design group will work to complete the construction contract package and be ready for bid.

Timeline

January 2016	Design
March 2016	Design completed
March 2016	Project advertised to contractors
May 2016	Construction begins
July 2016	Water construction ends
August 2016	Road Construction ends



FAIRFIELD PARK ENTRANCE

Background

The existing entrance into Snohomish County's Fairfield Park is difficult to access for vehicles travelling north on Fryelands Boulevard. This project represents a coordinated effort with Snohomish County Parks to realign the entrance to the south and across from 156th Street SE. The City will construct the new entrance from Fryelands Boulevard to the City Limits, and the County will extend the park's access road to connect to the new location.

Update

The City's on-call environmental consultant is working with staff to prepare a biological assessment for the project area. Once the assessment is complete, staff will prepare a SEPA for public input concurrent with advancing design drawings.

Timeline

Spring 2016	Design
May 2016	Design completed
May 2016	Coordination with County
Summer 2016	Construction begins
Summer 2016	Construction ends



2016 STREET PRESERVATION PROGRAM

Background

The City has established a Transportation Benefit District (TBD) to help maintain existing streets. Maintenance efforts include practices such as overlaying with new asphalt, adding new aggregate to the road surface (chip sealing), replacing lost binder oils on the surface (fog seal), and filling in cracks with elastomeric material (crack sealing).

The City has a program that determines best use of TBD funds to maximize maintenance efforts toward our citywide street system. Additionally, the asphalt overlays will be combined with Snohomish County's annual overlay program for efficiency and competitive pricing opportunities. Other treatments may be coordinated with Snohomish County, other local agencies, or pursued as a capital project using contractor bids to perform the work.

For overlays and chip sealing applications, existing sidewalk ramps adjacent to the project area will be reviewed and reconstructed as necessary to be compliant with current ADA standards. All treatments are anticipated to occur during the dry summer months.

2016 Street List

The following streets are targeted for preservation efforts in 2016. Staff are coordinating with Snohomish County to utilize the county-wide overlay program for competitive bid pricing, as well as analyzing pedestrian crossings within the overlay projects for ADA compliance.

<u>Street</u>	<u>Limits</u>	<u>Application</u>
143 rd St SE	West End to East End	Fog Seal
152 nd St SE	Fryelands Blvd to 167 th Ave SE	Fog Seal
173 rd Ave SE	South end to 156 th St SE	Fog Seal
197 th Ave SE	143 rd St SE to Chain Lake Rd	Fog Seal
Ferry St	Main St to Hill St	Fog Seal
Mountain View Rd SE	171 st Ave SE to End	Fog Seal
Sawyer St	Van Ave SE to 171 st Ave SE	Fog Seal
Sykes Drive	Sawyer St to End	Fog Seal
Tatty Ave	South End to 160 th St SE	Fog Seal
Van Ave SE	168 th Dr SE to North End	Fog Seal
Wales St SE	Fryelands Blvd to Cambridge St	Fog Seal
Ann St	Fremont St to Railroad Ave	Chip Seal
Madison St	Powell St to Main St	Chip Seal
Woods Creek Road	Oaks St to City Limits	Chip Seal
North St	Kelsey St to End	Overlay
181 st Ave SE	150 th St SE to 149 th St SE	Overlay
Columbia St	182 nd Ave to Kelsey St	Overlay
Powell St	Park St to Sams St	Overlay
173 rd Ave SE	161 st Pl SE to End	Overlay
Fryelands Boulevard	152 nd St to 154 th ST (south lanes)	Overlay
Chain Lake Road	Roundabout to Rainier View Rd	Overlay
Rivmont Dr	West End to East End	Reconstruct

GRANTS

The City actively pursues other sources of project funding through grants. Grants sources include State and Federal resources and help defray the cost of maintaining and improving the City of Monroe's infrastructure. The following is a summary of grant activity that Public Works staff are involved in.

<u>Grants Received:</u>	<u>Grant Amount</u>	<u>Description</u>
Main St. Gateway Entrance	\$246,000	Design round-a-bout for Gateway Entrance
Tjerne Place Extension	\$3,151,000	Extend Tjerne Place to Woods Creek Road
Main Street Sidewalk	\$368,638	Add sidewalk along the south side of Main St
179 th Ave SE Sidewalks	\$372,251	Add sidewalk to the west side of 179 th Ave SE
Woods Cr. Trail Phase I network	\$1,718,000	Build trail from downtown to Farm trail
Sidewalk Railroad Crossings	\$244,500	Fryelands Blvd & 179 th Ave SE sidewalks
Asphalt Overlays	\$401,000	Portion of Fryelands (Main to 152 nd) and Chain Lake Road (Rainier to Brown)

PUBLIC WORKS DEPARTMENT OPERATIONS & MAINTENANCE

2016 O&M DIVISION SMALL PROJECT UPDATE

Background

The maintenance work that City staff completes annually includes small improvement projects such as replacing a section of obsolescent water main, updating street lighting, refurbishing a failed drainage infiltration system, or improving ADA access ramps at an intersection. These projects are minor enough in scope and budget to make it more cost effective to complete the work with in-house labor due to the reduction in required administrative overhead and outside contractor cost mark ups.

Update:

Listed below is an update for the small project schedule for late 2015 and 2016.

- **SR2 - Street light LED repair and retro-fit Phase I – Winter, 2015-2016**
Completion will increase pedestrian and motorist safety on SR2 within the City's service area. **100% complete, January 6, 2015.**
- **Lords Lake bio-swale inlet re-establishment – Summer, 2016**
Re-establish function of Lords Lake inlet bio-swale by removing silt and replanting vegetation.
- **Asphalt patching in advance of TBD projects – Spring/Summer, 2016**
Repair areas of roads to be resurfaced prior to work by contractors. Repair work funded by TBD. **5% complete, work has begun via specification of repair areas in the field.**
- **Vegetative Buffer Rehabilitation Phase II – Summer, 2016**
Completion will eliminate the final section of the unnecessary soil berm and associated hazard trees along the trail. In lieu of a raised soil berm, a vegetative berm will be re-established at grade using coniferous and deciduous tree species that are sized appropriately for the site. **5% complete, February, 2016. Staff has completed and applied for grading permit and SEPA.**
- **Automated Metering Infrastructure (AMI) – 2016**
Completion of AMI installation will include replacement of 6000 customer water/sewer meters, customer information interactive web access and instantaneous meter read capability. **15% complete, February, 2016. Ferguson Waterworks and the City are in the project schedule development phase.**
- **Spring Hill pump station – Winter, 2015/2016**
The area surrounding the Spring Hill reservoir does not have water service pressure that meets the minimum standards as established by Washington State Dept. of Health. The pump station will up service pressures to acceptable levels for all customers served in the pressure zone. **15% complete, January 5, 2016. Plans and specifications have been finalized.**
- **AC water main replacement 154th ST SE and 182nd AVE SE – Fall, 2016**
Replace approximately 300 lineal feet of obsolescent 8" AC water main with new ductile iron pipe.



MONROE THIS WEEK

Edition 9 March 4, 2016



Mayor

Geoffrey Thomas
gthomas@monroewa.gov

Councilmembers

Patsy Cudaback
Kevin Hanford
Ed Davis
Jason Gamble
Jim Kamp
Jeff Rasmussen
Kirk Scarboro
councilmembers@monroewa.gov

City Hall

806 West Main Street
Monroe, WA 98272
Phone: 360.794.7400
Open 8AM – 5PM, M-F

Appointment Openings

No Openings At This Time

Job Openings

Construction Inspector

Events this Week

- 03/08 *City Council Legislative Affairs Committee Meeting, Permit Center, City Hall, 6PM*
City Council Meeting, Council Chambers, City Hall, 7PM
- 03/12 *MHS Mustache Dash 5K Lake Tye Park 9-11AM*
Thriller 5K Fun Run Lake Tye Park 12-2PM
- 03/14 *Bearcat Ball Field Ribbon Cutting, Monroe High School, 17001 Tester Rd, 4PM*
- 03/15 *City Council Transportation/Planning, Public Works, Parks & Recreation, and Public Safety Committee Meeting, Permit Center, City Hall, 6PM*
City Council Meeting, Council Chambers, City Hall, 7PM

From the Office of Mayor Thomas

To highlight some of the things going on in our community, I am writing this weekly city update, "Monroe This Week. If you have any suggestions or questions regarding "Monroe This Week" or the stories below, please contact me at GThomas@MonroeWa.gov.

Yours in Service,

Mayor Geoffrey Thomas

Be In The Know!

SR – 522 Update

Our lobbyists, staff, and I continued working with our delegation in Olympia - Senator Pearson, Representative Kristiansen, and Representative Scott - this week on funding for design work on SR-522. We have also been working with delegations from other legislative districts. We are hopeful to have more to report next week as the legislative session is scheduled to wrap up on March 10th. We thank everyone representing us in Olympia!!!

Roosevelt Water District

On Monday, Feb. 29, 2016, City staff and I met with the Roosevelt Water Association Board and its customers, to discuss water line extensions up Roosevelt Road from Foothills Road. The area on the east side of Roosevelt Road is in the City's water service district, but many of the properties on larger lots are served by the Roosevelt Water District. As properties re-develop in the City between Foothills and Roosevelt Road, new homes are being connected to the City's water system. In our meeting, we discussed options for this transition and the Roosevelt Water District will consider options for transition and be back in touch with City staff. I appreciated everyone's time and thoughts they shared. Thank you!

**City of Monroe
Year-to-Date Comparisons**

The following are year-to-date comparisons

Sales Tax Revenues
'15 to 2/28/15: \$689,197
'16 to 2/29/16: \$791,353
UP \$102,156 or 14.82%

Real Estate Excise Tax
'15 to 2/28/15: \$59,145
'16 to 2/29/16: \$149,811
UP \$90,666 or 153.29%

Lodging Tax Revenues
'15 to 2/28/15: \$7,088
'16 to 2/29/16: \$9,511
UP \$2,423 or 34.19%

Business License Fees
'15 to 2/28/15: \$8,400
'16 to 2/29/16: \$8,946
UP \$546 or 6.50%

Building Permit Revenues
'15 to 2/28/15: \$70,485
'16 to 2/29/16: \$39,717
DOWN \$30,767 or -43.65%

Planning Fee Revenues
'15 to 2/28/15: \$1,975
'16 to 2/29/16: \$5,975
UP \$4,000 or 202.53%

New House Permits
'15 to 2/28/15: 16
'16 to 2/29/16: 9
DOWN 7 units or 44%

Multi-Family Permits (# units)
'15 to 2/28/15: 13
'16 to 2/29/16: 2
DOWN 11 units or 85%

Building Division Inspections
'15 to 2/28/15: 238
'16 to 2/29/16: 266
UP 28 or 11.8%

Downtown Monroe Association and Monroe Chamber of Commerce

On Thursday, Feb. 25, 2016, I had the pleasure of meeting with Chamber President Mike Buse and Downtown Monroe Association Chair Dianne Forth. We talked about coordinating events and other functions in downtown Monroe. I appreciate the work that both of these non-profit organizations do for our community. Thank you!

Permit Processing Stakeholder Meeting

On Thursday, March 3, 2016, I met with representatives from the Master Builders' Association, MainVue Homes, DR Horton, and Harmsen and Associates to discuss system improvements and code revisions for building permit and planning applications. I am happy to report the representatives had positive things to share about our Community Development Department and staff. I look forward to changes in the upcoming months to improve our codes and permit review processes.

Puget Sound Regional Council, Economic Development District

On Wednesday, March 2, 2016, I attended a Puget Sound Regional Council, Economic Development District (EDD) meeting in Seattle. The EDD is commencing a new Regional Economic Development Strategy. It will take about a year to develop the new strategy. As we move through this, I will be working with the Snohomish County Cities organization and the Economic Alliance of Snohomish County to build in policies that promote and support economic development in Monroe and other Snohomish County cities. For more info, click on "Regional Economic Strategy Launch" under the March 2 sub-heading at:

<http://www.psrc.org/about/boards/edd/edd-board-presentations/>

Safety Reminder

Daylight savings starts on Sunday, March 13th. When changing your clock an hour forward remember to check the batteries on your smoke alarms. Roughly 3 out of 5 fire deaths happen in homes with no smoke alarms or the alarms are not working. Working smoke alarms give you early warning so you can get outside quickly when there is a fire. Change your clock, change your smoke alarm batteries!

We're Hiring!

The City of Monroe is hiring! We have an opening for a Construction Inspector and Senior Planner. For more information and to fill out an application, visit: www.monroewa.gov/jobs.

Monroe Police Department Facebook

The Monroe Police Department has a new Facebook page. "Like" their page to stay on top of important safety tips and happenings with Monroe Police. Click on the link to "like" them!

https://www.facebook.com/Monroe-Police-Department-428115660730876/info?tab=page_info

Projects!

Tjerne PI SE Extension Update

You may have noticed the road taking shape! First the curb, and now the first layer of asphalt. You might have noticed new signal poles too. All these items are indicators that Tjerne Place SE is ever closer to being ready for opening to the public. There are still several elements of work that need to be completed prior to opening day (e.g., sidewalk, light poles, etc.). Thank you for your continued patience and anticipation!



Economic Development District Board

Wednesday, March 2, 2016 • 1:00 PM – 3:00 PM

PSRC Board Room • 1011 Western Avenue, Suite 500, Seattle, WA 98104

The meeting will be streamed live over the internet at www.psrc.org

1. **Call to Order and Roll Call (1:00)**
2. **Communications and Public Comments**
3. **President's Remarks**
4. **Staff Report**
5. **Consent Agenda (1:25)**
 - a. Approve Minutes of Meetings held December 2, 2015 and February 3, 2016
 - b. Approve Vouchers Dated October 19, 2015 through December 16, 2015 in the Amount of \$8,202.29
6. **Action Items (1:30)**
 - a. EDD Election of Officers -- *Josh Brown, Executive Director*
 - b. Ratify Presidential Appointments -- *Incoming EDD Board President*
7. **Discussion Items (1:45)**
 - a. Overview of the Economic Development District for New and Returning Board Members -- *Josh Brown, Executive Director*
 - b. Regional Economic Strategy Update -- *Josh Brown, Executive Director*
8. **Information Item**
 - a. Regional Economic Strategy Implementation Dashboard
9. **Next Meeting - June 1, 2016, 1:00 - 3:00 p.m.**
10. **Adjourn (3:00)**

Board members please submit proposed amendments and other materials prior to the meeting for distribution. Organizations/individuals may submit information for distribution. Send to Ruth Purdue at rpurdue@psrc.org, fax 206-587-4825, or mail.

Sign language and communication material in alternate formats can be arranged given sufficient notice by calling (206) 464-7090 or TTY Relay 711. 中文 | Chinese, 한국 | Korean, Русский | Russian, Español | Spanish, Tagalog, Tiếng việt | Vietnamese Call 206-587-4819.



MINUTES

**Puget Sound Regional Council Economic Development District
Wednesday, December 2, 2015
PSRC Boardroom**

Call to Order and Roll Call

The meeting of the Economic Development District Board was called to order at 1:07 p.m. by Councilmember Ed Stern, President. The signature on the attendance sheet, as well as documentation by staff, determined attendance and that a quorum was present.

[To watch a video of the meeting and hear the full discussion, please go to:

<http://psrcwa.iqm2.com/Citizens/Default.aspx>]

Members and Alternates that participated for all or part of the meeting included:

(*participation via teleconference)

Councilmember Ed Stern, President

Deputy Mayor Catherine Stanford, Vice President

Councilmember Jim Berrios

Suzanne Dale Estey

Councilmember Reagan Dunn

Commissioner Charlotte Garrido**

Regina Glenn

Mayor Michael Grayum

Jill Guernsey

James Henderson

Sam Kaplan

Chris Mefford

David Mitchell, PhD.**

Ralph Pease

John Powers**

Councilmember Terry Ryan

Stan Sorscher

Russell Steele

Councilmember John Stilin

*Susan Suess***

Chad Wright**

*Councilmember Stephanie Wright***

Members absent included:

(*alternate present)

David Allen

Brian Bonlender

Commissioner Stephanie Bowman

Betty Capestany

Executive Dow Constantine*

Bob Drewel

Leonard Forsman*

Captain Mark Geronime

Bruce Kendall*
 Mayor Patty Lent
 Mayor John Marchione
 Commissioner Troy McClelland
 Linda Nguyen
 Councilmember John Okamoto
 Commissioner Clare Petrich
 Jake Repin
 Councilmember Dan Roach
 Councilmember Jennifer Robertson*
 Mayor Ray Stephanson
 Councilmember Michael Stevens
 Councilmember Lauren Walker
 Commissioner Roger Zabinski

Communications and Citizen Comments

No one approached the board for comment.

President's Remarks

Councilmember Ed Stern, EDD Board President, made the following announcements:

- Reviewed highlights of the previous meeting in September
- Gave an overview of the day's agenda
- Thanked all of the outgoing board members for their service

Staff Reports

Josh Brown, Executive Director, and Patrick Pierce, Program Manager

- Josh Brown announced Patrick's new job position at the Economic Alliance Snohomish County
- Explained the details of the 5-year transportation bill passed by Congress
- Patrick Pierce updated the board on the Washington Military Alliance retreat
- Gave briefings on the IRBC Core Group meeting in Seattle as well as developments in the tourism industry
- Briefed the board on the IMCP conference in Washington, D.C. and staff trip to Oklahoma City for an economic development conference

Consent Agenda

ACTION: It was moved and seconded (Stanford/Ryan) to: (a) Approve Minutes of Meeting held September 2, 2015 and (b) Approve Vouchers Dated July 16, 2015 through September 28, 2015 in the amount of \$56,084.10. The motion passed.

ACTION: It was moved and seconded (Ryan/Stilin) to: Approve the Draft Supplemental Biennial Budget and Work Program for Fiscal Year 2016-2017. The motion passed.

Action Items

Adopt 2016 EDD Board Meeting Schedule

ACTION: It was moved and seconded (Ryan/Glenn) to: adopt the quarterly 2016 ED Board Meeting Schedule as proposed. The motion passed.

Adopt 2016 Regional Economic Development Priorities

ACTION: It was moved and seconded (Dale Estey/Stanford) to: adopt the 2016 Regional Economic Development Priorities. The motion passed.

Call for EDD Officers and Nominating Committee

With the current President's two-year term coming to an end at the March 2016 meeting, it was necessary to form a nominating committee to find candidates for EDD President and Vice President for the upcoming 2016-2017 term. President Ed Stern recommended that Councilmembers John Stilin, Terry Ryan and Regina Glenn serve on the nominating committee.

ACTION: It was moved and seconded (Pease/Dale Estey) to: ratify President Ed Stern's recommendation for the EDD Officer nominating committee. The motion passed.

Discussion Item

Regional Economic Strategy Update

Patrick Pierce of Puget Sound Regional Council updated the board on staff efforts to get Regional Economic Strategy development underway.

Information Items

The following item was included in the agenda packet:

- Regional Economic Strategy Implementation Dashboard Narrative

Other Business

Next Meeting

The Economic Development District Board will next meet on Wednesday, March 2, 2016, from 1:00 – 3:00 p.m. in the PSRC Boardroom.

Adjourn

The meeting adjourned at 3:08 p.m.



MINUTES

Puget Sound Regional Council Economic Development District Wednesday, February 3, 2016 Conference Call

Call to Order and Roll Call

The special meeting of the Economic Development District Board was called to order at 1:06 p.m. by Councilmember Ed Stern, President. The documentation by staff determined attendance and that a quorum was present.

[To watch a video of the meeting and hear the full discussion, please go to:

<http://psrcwa.iqm2.com/Citizens/Default.aspx>]

Members and Alternates that participated for all or part of the meeting included:

(*participation via teleconference)

Councilmember Ed Stern, President**

Councilmember Jim Berrios**

Betty Capestany**

Commissioner Charlotte Garrido**

Regina Glenn**

Mayor Jill Guernsey**

Mayor Patty Lent**

Councilmember Conor McCarthy*

Patrick Pierce**

John Powers**

Councilmember Dan Roach**

Stan Sorscher**

Russell Steele**

Councilmember John Stilin**

Mayor Geoffrey Thomas**

Councilmember Sue Weiss**

Members absent included:

(*alternate present)

David Allen

Brian Bonlender

Commissioner Stephanie Bowman

Commissioner Cary Bozeman

Executive Dow Constantine

Suzanne Dale Estey

Bob Drewel

Councilmember Reagan Dunn

Leonard Forsman*

Captain Mark Geronime

Councilmember Lisa Herbold

Bruce Kendall

Mayor John Marchione

Commissioner Troy McClelland

Dr. David Mitchell
Linda Nguyen
Ralph Pease
Jake Repin
Councilmember Jennifer Robertson
Councilmember Terry Ryan
Deputy Mayor Catherine Stanford
Mayor Ray Stephanson
Chad Wright

Communications and Citizen Comments

No one approached the board for comment.

Action Item

Contract Authority for the Regional Economic Strategy and Approval of a Revision to the Economic Development Element of the PSRC Budget and Work Program

Councilmember Ed Stern, President, led a discussion of the decision to use staff salary savings to hire consultant(s) to assist staff with data, outreach and development of the strategy.

ACTION: It was moved and seconded (Garrido/Lent) to: Approve Contract Authority for the Regional Economic Strategy and the Revision of the Economic Development Element of the PSRC Budget and Work Program. The motion passed unanimously.

Other Business

Next Meeting

The Economic Development District Board will next meet on Wednesday, March 2, 2016, from 1:00 – 3:00 p.m. in the PSRC Boardroom.

Adjourn

The meeting adjourned at 1:16 p.m.



CONSENT AGENDA

February 24, 2016

To: Economic Development District Board
From: Josh Brown, Executive Director
Subject: **Approve Vouchers Dated October 19, 2015 through December 16, 2015 in the Amount of \$8,202.29**

IN BRIEF

PSRC vouchers are reviewed by the Operations Committee and approved by the Executive Board. In order to comply fully with RCW 42.24.080, vouchers for the Central Puget Sound Economic Development District (CPSEDD) should be approved by the EDD Board as well.

RECOMMENDED ACTION

The EDD Board should approve the following vouchers:

<u>REQUESTED</u>			
<u>WARRANT DATE</u>	<u>VOUCHER NUMBER</u>		<u>TOTALS</u>
10/19/2015	AP 8344	\$	1,624.28
10/21/2015	RF 1108	\$	310.50
11/16/2015	AP 8397 - 8399	\$	3,093.24
12/16/2015	AP 8459 - 8461	\$	3,174.27
		\$	8,202.29

For additional information, please contact Diana Lauderbach at 206-464-5416; email dlauderbach@psrc.org.

**ACTION ITEM**

February 24, 2016

To: Economic Development District Board
From: Josh Brown, Executive Director
Subject: **EDD Election of Officers**

IN BRIEF

According to the EDD bylaws, the Board of Directors must elect their President and Vice President for a two-year term at the annual meeting in March.

RECOMMENDED ACTION

The EDD Board should elect the candidates selected by the EDD Executive Committee. Each will serve the two-year term in their respective positions.

BACKGROUND

The current EDD Board President, Councilmember Ed Stern, appointed a nominating committee which the Board ratified at the December 2015 meeting. Board members were asked at the December board meeting and in early February to step forward if interested in serving as President or Vice President. The nominating committee met to discuss the candidates and made their selections. The regular election of officers will occur at the March 2016 annual meeting with the candidates.

If you have any questions or comments, please contact Ruth Wezeman at 206-464-7528 or e-mail rwezeman@psrc.org.



ACTION ITEM

To: Economic Development District Board
From: Josh Brown, Executive Director
Subject: **Ratify Presidential Appointments**

IN BRIEF

EDD Board President Ed Stern and Vice President Catherine Stanford have recommended candidates for presidential appointment to the EDD Board. At the March EDD Board meeting, you will be asked to approve these appointments.

RECOMMENDED ACTION

The EDD Board should approve the presidential appointments to the EDD Board.

DISCUSSION

The Bylaws of the Economic Development District state, "The Board President may fill any remaining positions to ensure adequate representation by appointment subject to ratification by the Board. All appointments shall conform to the following criteria: non-governmental Directors shall be selected so as to create a diverse Board; meet Economic Development Administration requirements, including representation of business, labor, women, people with disabilities and racial minorities; and include representation of the region's cluster industries, research institutions and institutions of higher education."

For more information, please contact Josh Brown at 206-464-7515 or jbrown@psrc.org.

**DISCUSSION ITEM**

February 24, 2016

To: Economic Development District Board

From: Josh Brown, Executive Director

Subject: **Overview of the Economic Development District for New and Returning Board Members**

DISCUSSION

Thank you for serving on the Economic Development District Board!

Following up on a suggestion from the board, PSRC staff has prepared a briefing that will provide an overview of the Economic Development District that will be valuable to new and returning board members alike. PSRC Executive Director Josh Brown will be available to answer questions regarding the history, structure and work program of the Economic Development District.

For more information, please contact Josh Brown at 206-464-7515 or jbrown@psrc.org.

**DISCUSSION ITEM**

February 24, 2016

To: Economic Development District Board
From: Josh Brown, Executive Director
Subject: **Regional Economic Strategy Update**

IN BRIEF

PSRC is beginning a process to launch a new Regional Economic Strategy for the Puget Sound region. Community Attributes, Inc. has been chosen to assist in this work. At the March EDD Board meeting, PSRC staff and Community Attributes will provide an overview of the process to develop this new Regional Economic Strategy.

DISCUSSION

The Regional Economic Strategy (RES) acts as the region's Comprehensive Economic Development Strategy (CEDS) with the U.S. Economic Development Administration. The current RES was adopted by the EDD Board in July 2012, which included a five-year implementation plan. The Puget Sound Regional Council is kicking off the process to create a new Regional Economic Strategy to be adopted in 2017. This effort will include an economic and competitiveness analysis of the region and its major industries, an implementation strategy for improving the regional economy, and a set of performance measures to track the success of implementation efforts.

Community Attributes, Inc. has been chosen to assist in development of this new Regional Economic Strategy. Chris Mefford, President and CEO of Community Attributes, will be present to discuss the process and timeline for this update. The discussion will contain a high level overview of the regional economy and key areas of focus for the strategy update. The board will also hear an overview of the proposed Regional Economic Strategy development process that will take place over the next year, which will include planned outreach efforts and details on board engagement.

For more information, please contact Jason Thibedeau at 206-389-2879 or jthibedeau@psrc.org.

PSRC Regional Economic Strategy Tracking

Updated: February 16, 2015

Strategy Update

Goal: Develop a new Regional Economic Strategy	PSRC Role
Build support and momentum through the 2016 kickoff of the new Regional Economic Strategy (2016 Priority)	Lead

Education & Workforce Development

Goal: Increase higher education capacity	PSRC Role
Support effort to grow the region's STEM education pipeline (2016 priority)	Support
Goal: Improve the career readiness capacity of the K-12 system	
✓ Implemented improved state high school graduation requirements	Track
Goal: Align education programs to industry needs	
✓ Completed Maritime Industry Economic Impact Study	Support
Facilitate partnerships between industry, apprenticeship, internship, and workforce training programs, community and technical colleges and four-year institutions to support high-demand fields	Track
Identify skills needed for high-demand, non-STEM occupations in the maritime, aerospace, tourism and visitors, and transportation and logistics industries	Track
Collaborate with industry to understand and address the challenges of attracting and training the next generation of workers and ensuring that the skills of current workers are up to date	Track
Goal: Attract talent to region	
✓ Highlighted educational assets in business recruitment materials	Track
Goal: Retain talent from educational institutions, military installations and visitors	
✓ WA Military Transition Council established to coordinate and improve services that help transition service members into the civilian workforce	Track

Business Climate

Goal: Expand tools that support economic development	PSRC Role
Endorse continued funding for key state economic development infrastructure, such as Department of Commerce international trade and sector leads, Associate Development Organizations (ADOs), and incentives for local infrastructure development (2016 Priority)	Endorse
Goal: Strengthen military mission in state	
✓ State military sector lead hired	Track
✓ The WA State Department of Commerce was awarded a \$4.3 million DOD OEA grant to restart the WMA and conduct in-depth analysis of our state's defense contractors and increase the resilience of our SME contractors	Track
Support the Washington Military Alliance work plan and fulfillment of related federal grant obligations (2016 Priority)	Support
Improve coordination of technical assistance to companies vying for and obtaining federal contracts	Track
Goal: Brand region as leader in key industries	
✓ Set of industry cluster profiles developed to better understand regional industries	Lead
Improve and expand regional IT marketing and branding activities	Track

PSRC Regional Economic Strategy Tracking

Updated: February 16, 2015

Business Climate *(continued)*

Goal: Learn from economic best practices from around the world		
	Continue to develop the International Regions Benchmarking Consortium as a resource for best practice sharing and global partnerships (2016 Priority)	Lead
Goal: Brand region as international business and people destination		
✓	Marketed Sea-Tac Airport as an international hub for business and travel, while supporting the Washington State Long-term Air Transportation Study	Track
✓	Shared information on the potential effects of reforming the Harbor Maintenance Tax to ensure competitiveness for Puget Sound ports	Track
	Endorse the adoption of the Washington Tourism Alliance assessment model (2016 Priority)	Endorse
Goal: Expand programs that help businesses export		PSRC Role
✓	The Export-Import bank has been reauthorized through 2019	Support
✓	Developed Greater Seattle Trade & Investment Plan outlining the region's foreign direct investment landscape and proposes concrete strategies for improving competitiveness	Track
✓	The regional export strategy effort as part of the Global Trade & Investment Plan is underway. The report is due 2015 Q4	Track
	Develop and implement the region's Global Trade and Investment Plan as part of the Brookings for the region through the Brookings Global Cities Initiative (2016 Priority)	Support
	Support Washington Maritime Federation efforts to improve maritime workforce development, modernization of the Alaskan Fishing Fleet, and regional port competitiveness (2016 Priority)	Support
	Develop a mentor-protégé program where successful exporters work with small/medium-sized companies desiring to export	Track
Goal: Expand opportunities for women- and minority-owned businesses		
✓	Developed online training toolkit for the Performance First program	Track
Entrepreneurship & Innovation		
Goal: Improve programs that help local businesses and organizations leverage R&D funding opportunities		
✓	\$200k grant received to support implementation of the region's Manufacturing Communities designation	Lead
	Endorse renewal of Washington State Research & Development tax incentives (2016 Priority)	Endorse
	Leverage the region's Manufacturing Communities designation to develop projects supporting our region's manufacturers (2016 Priority)	Lead
Goal: Increase industry specific programs supporting startups and entrepreneurs		
✓	Washington State Space Consortium formed to support the state's space exploration companies	Support
Goal: Improve programs that support commercialization		
✓	i6 Green Grant completed in 2015	Lead
	Improve collaboration between businesses and the University of Washington, Washington State University and Innovate Washington Foundation to increase commercialization of university research	Track

PSRC Regional Economic Strategy Tracking

Updated: February 16, 2015

Infrastructure

Goal: Maintain and improve region's physical infrastructure		PSRC Role
✓	Supported the implementation of Transportation 2040	Lead
✓	Educated leaders on the importance of a national freight strategy that meets the strategic interests of the Puget Sound region	Track
✓	Statewide transportation package signed into law in 2015	Support
✓	The Fixing America's Surface Transportation (FAST) Act passed in December 2015 to improve the Nation's surface transportation infrastructure, including roads, bridges, transit systems, and rail transportation network	Support
	Support the build-out of Sound Transit's regional high-capacity transit system (2016 Priority)	Support
	Advocate for continued funding of Public Works Trust Fund	Endorse
Goal: Integrate economic development criteria into infrastructure planning		PSRC Role
✓	T2040 prioritization process was updated integrating economic development considerations into criteria	Lead
Goal: Improve jobs-housing balance		PSRC Role
✓	Published Growing Transit Communities Toolkit	Lead
Goal: Increase funding for freight mobility projects		PSRC Role
✓	Implemented ESHB 1959, 2009 state legislation which identifies the ports of Seattle, Tacoma and Everett (along with Vancouver) as facilities of statewide significance that should have compatible land use zoning with its respective cities	Track
✓	The Ports of Seattle and Tacoma launched the Seaport Alliance, a cooperative effort to attract business and pool resources among the two ports to increase the region's competitiveness	Track
Goal: Preserve industrial and military lands		PSRC Role
✓	Industrial Lands Analysis released in March 2015	Lead

Quality of Life

Goal: Protect the region's natural environment		PSRC Role
✓	"Open Space Valuation for Central Puget Sound" report published documenting how the region's open space contributes to the local economy	Track
	Engage the Regional Food Policy Council to develop an economic impact study for the regional food industry	Support
	Support local jurisdictions in implementing transfer and purchase of development rights programs to ensure continued preservation of important habitat, farm and forest lands	Track
Goal: Develop affordable, vibrant, healthy, and safe communities		PSRC Role
✓	Adopted the work of PSRC's Growing Transit Communities Partnership	Lead
✓	Finalized PSRC's Regional Centers Report	Lead
	Encourage local jurisdictions with regionally designated centers to develop or update their subarea plans	Lead
Goal: Promote arts & cultural organizations		PSRC Role
✓	Cultural Access Washington legislation signed into law in 2015	Support

✓	Accomplishment		On schedule		Progressing with some risk of falling behind		At serious risk of falling behind
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City of Monroe

Legislative Update (3/4/16)

Requested Action: Throughout the legislative session, Green Light Strategies will provide the City with regular reports of legislative activity affecting the City. At the end of each update, we provide a list of bills we are tracking during the Legislative Session. Please note legislation no longer considered alive has been removed from the tracking list.

CITY OF MONROE 2016 LEGISLATIVE PRIORITIES

SR 522: The City's highest legislative priority, to allow funds allocated in the Connecting WA account for the interchange to also be used for widening SR-522, is in both of the proposed Senate and House transportation budgets and will most likely be included in the final budget adopted by the Legislature. In addition, the proposed budget passed by the House directs money for an analysis that will set the stage for funding from multiple sources to widen SR-522 between Paradise Lake Road and the Snohomish River. The Senate transportation budget proposal is awaiting action by the Senate. Sens. Pearson and McAuliffe are offering a floor amendment to the supplemental transportation budget to provide \$300,000 for practical design of SR-522 to update the design concepts and cost estimates. While this is an uphill challenge, we are working with a variety of Snohomish County leaders to urge the Senate to adopt the amendment.

Lake Tye Park Athletic Fields: Unfortunately, neither of the proposed Senate and House Capital Budgets includes funding for the Lake Tye Athletic Fields and it appears unlikely to be funded this year, due to limited resources available during the supplemental budget year.

2016 LEGISLATIVE SESSION UPDATE

The Legislature has passed its final deadline to adopt bills from the opposite chamber. Both chambers must agree on the same version of legislation before it goes to the Governor. If there are differences in the legislation passed by each chamber, the Legislature must agree on the final version and pass the same version through both chambers by the end of session (March 10). Any bills that have not passed both chambers are now dead, unless they are considered necessary to implement the budget.

STATE SUPPLEMENTAL BUDGETS

The House and Senate are negotiating final supplemental budget plans following the passage of proposals out of both chambers.

Capital Budget: Both the House and Senate supplemental capital budget proposals provide additional funding for classrooms, mental health facilities and environmental cleanup projects.

GreenLightStrategies.com

Bryan Wahl (bryan@greenlightstrategies.com) • Chad Minnick (chad@greenlightstrategies.com)



Transportation Budget: Both the House and Senate supplemental transportation budget proposals primarily provide additional funds to improve travel on I-405, highway and bridge maintenance, and removal of fish passage barriers. Most of the new money is re-appropriated funds from the previous biennium and additional federal funding available this year.

Operating Budget: While both the House and Senate budgets fund mental health and wildfires, they remain apart by more than \$400 million in overall spending. The House budget relies on eliminating or limiting some tax exemptions and tapping the state's emergency reserves to provide the revenues necessary to fund their plan. The Senate proposal maintains current tax exemptions and the state's emergency reserves.

AWC/CITY LEGISLATIVE PRIORITIES/ISSUES

Operating Budget: The House and Senate have each passed their own versions of a supplemental operating budget, and budget negotiations are underway. We are not likely to see the final negotiated version of the budget until shortly before both chambers pass it. There are a number of items on the table that would impact cities, including:

- Elimination of 90 percent of the Municipal Research and Services Center's funding
- Increased costs to send cadets to the Basic Law Enforcement Training Academy and cancellation of currently scheduled classes
- A proposed merger of the LEOFF 1 and TRS 1 retirement systems

Open Public Meetings Act Penalties: [SB 6171](#), increasing civil penalties for a public official who knowingly attends a meeting held in violation of the open public meetings act, has passed the legislature. The legislation, requested by the Attorney General, increases penalties to \$500 for the first violation, and \$1,000 for each successive violation.

Police Body Cameras: [HB 2362](#), providing restrictions on how police body camera recordings are used and disclosed, has passed both chambers and now the House and Senate must negotiate differences and agree on a final version. The legislation prohibits disclosure of recordings if it includes certain content and allows jurisdictions to recover reasonable costs.

Local Government Modernization: [HB 2427](#), clarifying that local governments are able to utilize electronic signatures and records, has passed both chambers and now the House and Senate must negotiate differences and agree on a final version.

Washington Wildlife and Recreation Program: [SB 6227](#), implementing recommendations for changes to the Washington Wildlife and Recreation Program, passed both chambers and they are negotiating a final version. The legislation modifies the current WWRP account structure, shifts allocation among the accounts and changes WWRP eligibility and application processes.



Real Estate Excise Tax: [HB 2971](#), clarifying information that local governments post to the MRSC website, has passed both chambers and now the House and Senate must negotiate differences and agree on a final version. The legislation modifies locally adopted policies that impose specific requirements on landlords or property sellers, and provisions disqualifying a city or county from using REET revenues for maintenance of capital projects.

2016 BILL TRACKING

Bill	Title	Status	Sponsor	Position
SHB 1130	Water power license fees	S Passed 3rd	Fey	Monitor
E2SHB 1605	Fire protection/benefit chrg	S GovtOp&Sec	Peterson	Monitor
E2SHB 1745	Voting rights	S 2nd Reading	Moscoso	Monitor
E2SHB 1763	Music licensing agencies	S Passed 3rd	Van De Wege	Monitor
HB 2321	Fire authority formation	S 2nd Reading	Stokesbary	Monitor
EHB 2362	Recordings/law enf., etc.	S Passed 3rd	Hansen	Monitor
ESHB 2376	Operating sup budget 2016	S Ways & Means	Dunshee	Monitor
SHB 2380	Supplemental capital budget	H Rules R	Tharinger	Monitor
SHB 2427	Local gov. modernization	S Passed 3rd	Springer	Monitor
SHB 2519	Nuisance abatement costs	S Passed 3rd	McCaslin	Monitor
ESHB 2524	Trans sup budget 2015-2017	S Held	Clibborn	Monitor
HB 2565	Local sales & use tx changes	S Pres Signed	Vick	Monitor
SHB 2583	Local creative districts	S Ways & Means	McBride	Monitor
ESHB 2647	Tax foreclosed prop./housing	S HumSer/MenHlth/	Jenkins	Monitor
ESHB 2708	Fire district formation	S Rules 2	Appleton	Monitor
HB 2741	State & local fiscal agents	S Passed 3rd	Kuderer	Monitor
HB 2764	Public defense fund distrib.	S Ways & Means	Jenkins	Monitor
HB 2918	City traffic schools	S Passed 3rd	Gregerson	Monitor
EHB 2959	Business tax & licenses	S Passed 3rd	Lytton	Monitor
EHB 2971	Real estate/local government	S Passed 3rd	McBride	Monitor
E2SSB 5109	Infrastructure/local govt	H Passed 3rd	Brown	Monitor
ESSB 5343	Transit construction/parking	H Trans	Hasegawa	Monitor
2ESB 5624	Essential infrastructure	H Cap Budget	Keiser	Monitor
ESSB 5694	Nuisance abatement	H Local Govt	Padden	Monitor
SSB 5767	Local govt treasuries	Del to Gov	Cleveland	Monitor
ESB 6100	Economic gardening pilot pr.	H Passed 3rd	Chase	Monitor
SB 6147	Water-sewer districts	H 2nd Reading	Roach	Monitor
SB 6150	Water pollution loans/term	H Rules R	Honeyford	Monitor
SB 6171	OPMA civil penalties	H Passed 3rd	Roach	Monitor
ESSB 6201	Supplemental capital budget	H 2nd Reading	Honeyford	Monitor
SSB 6211	Nonprofit homeownership dev.	H Passed 3rd	Dammeier	Monitor

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SSB 6227	Wildlife and recreation prg.	H Passed 3rd	Honeyford	Monitor
2SSB 6239	Affordable housing options	H Rules R	Fain	Monitor
ESSB 6246	Operating sup budget 2016	H Approps	Hill	Monitor
SSB 6307	Trans sup budget 2015-2017	S Rules 2	King	Monitor
SSB 6337	Tax foreclosed prop./housing	H Passed 3rd	Darneille	Monitor
ESSB 6426	School siting	H Local Govt	Conway	Monitor