

## MONROE CITY COUNCIL

Regular Business Meeting  
April 5, 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. Councilmember Rasmussen

Executive Session

1. Pricing of Property [RCW 42.30.110(1)(c)] (10 minutes)

Announcements And Presentations

1. Presentation: Fire District Merger (Chief Silva)

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 22, 2016, Regular Business Meeting

Documents: [20160405 CA1 MCC Minutes 20160322.pdf](#)

2. Approval of AP Checks and ACH Payments

Documents: [20160405 CA2 AP Checks - ACH Payments..pdf](#)

3. AB16-038: Release Retainage for the West Main Street Sewer Separation Project

Documents: [AB16-038\\_Release Retainage\\_WMainStSepPjt.pdf](#)

4. AB16-039: Award Bid and Authorize the Mayor to Sign Contract with Thomco Construction, Inc. for Woods Creek Road Phase I Project

Documents: [AB16-039\\_Contract\\_WoodsCkRdP1.pdf](#)

5. AB16-040: Authorize Mayor to Sign First Amendment to Interlocal Agreement for Special Weapons and Tactics (SWAT)/Crisis Negotiation Team (CNT) Services

Documents: [AB16-040\\_SWAT ILA Amendment.pdf](#)

Unfinished Business

1. AB16-041: Discussion: Fireworks Regulations [MMC 9.26]

Documents: [AB16-041\\_Discussion\\_Fireworks Regulations.pdf](#)

## New Business

1. AB16-042: Authorize Mayor to Sign Consultant Agreement for Main Street Program RFP

Documents: [AB16-042\\_Consultant Agmt\\_MainStPgrm.pdf](#)

2. Discussion: Tract 999, North Kelsey Village Monroe (verbal report only)

## Final Action

1. AB16-044: Ordinance No. 002/2016, Amending MMC 20.12, Transportation Impact Fees; First and Final Reading

Documents: [AB16-044\\_ORD 002 2016\\_Amend MMC 20.12 Trasportaion Impact Fees.pdf](#)

## Councilmember Reports

1. City Council Finance & Human Resources Committee
2. Snohomish County Tomorrow Steering Committee (Councilmember Kamp)

## Staff/ Department Reports

## Mayor/ Administrative Reports

1. Monroe This Week (April 1, 2016, Edition No. 13)

Documents: [20160401 Monroe This Week Edition 13.pdf](#)

2. PSRC Meeting Materials (March 31, 2016, General Assembly)

Documents: [20160405 MR2 PRSC Mtg Materials\\_033116.pdf](#)

3. Draft Agenda for April 12, 2016, Regular Business Meeting

## Executive Session

1. Potential Litigation [RCW 42.30.110(1)(i)] (10 minutes)
2. Actual Litigation [RCW 42.30.110(1)(i)] (5 minutes)

## 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 22, 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, Gamble, Rasmussen, and Scarboro.

Staff members present: Brazel, Feilberg, Ginnard, Osaki, Quenzer, and Smoot.

The Pledge of Allegiance was led by Councilmember Cudaback.

Mayor Thomas noted, without objection, the excused absences of Councilmembers Davis, Kamp, and Hanford. No objections were noted.

**COMMENTS FROM CITIZENS**

The following persons spoke regarding the Monroe Chamber of Commerce's new Executive Director: Mr. Mike Buse, Chamber President; and Ms. Yvonne M. Gallardo-Van Ornam, Executive Director.

**CONSENT AGENDA**

1. Approval of the Minutes; March 15, 2016, Regular Business Meeting

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

**NEW BUSINESS**

1. AB16-036: Authorize Additional Position – Development Review Engineer

Mr. Brad Feilberg, Public Works Director, provided background information on AB16-036 and the proposed additional position – Development Review Engineer.

General discussion ensued regarding budgeting and funding of the position for the remainder of 2016 and in future years.

Councilmember Cudaback moved to authorize the addition of one FTE to the Authorized Full Time Equivalent (FTE) Employees list on page 33 of the City of Monroe 2016 Budget; the motion was seconded by Councilmember Rasmussen. On vote,

Motion carried (4-0).

**FINAL ACTION**

1. AB16-037: Ordinance No. 002/2016, Amending MMC 20.12, Transportation Impact Fees; First and Final Reading

Mr. Feilberg provided background information on AB16-037, and the proposed ordinance amending Monroe Municipal Code 20.12, Transportation impact fees, amending the definition of development activity. Mayor Thomas noted a specific instance where this change would assist a local business, and reviewed the administrative procedure for passing an emergency ordinance.

General discussion ensued regarding the proposed amendments, budgetary impact, procedure for adopting an emergency ordinance, and follow-up actions required.

General Council consensus to proceed with the passage of the proposed emergency ordinance was noted; and Mayor Thomas stated that due to the emergency nature of the ordinance, and procedure requiring five affirmative votes for passage, the item will be placed on the April 5, 2016, agenda for potential action.

### **ANNOUNCEMENTS/PRESENTATIONS<sup>1</sup>**

#### 1. Presentation: 2015 Police Department Employee Awards

Deputy Police Chief Ken Ginnard presented the 2015 Police Department Employee Awards, awarding the following: the Distinguished Service Award to Sergeant Brian Johnston, for his work with the Washington State Behind the Badge Foundation; and the Chief's Award to Ms. Sherri Simonson, Administrative Manager, for her work with the implementation of the New World System. Mayor Thomas offered his congratulations and appreciations to the award recipients.

### **COUNCILMEMBER REPORTS**

Councilmember Gamble commented on the little league baseball season and events at Park Place Middle School; and thanked City Administrator Gene Brazel for his assistance with park facility access.

Councilmember Rasmussen reported on the Snohomish Health District Board of Health; information is being assembled in response to feedback/questions received from the City Council, and will be shared upon receipt.

### **STAFF/DEPARTMENT REPORTS**

Mr. Dave Osaki, Community Development Director, reported on estimated residential units/population increases in next five to six years, and permits in process. General discussion ensued regarding information sharing with the School Districts and the City's Land Broker; and permits in process.

Mr. Feilberg reported on the following projects: installation of hand rails in Council Chambers, and the West Columbia Street Sewer Replacement.

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<sup>1</sup> CLERK'S NOTE: This item was addressed out of order on the agenda, due to delayed arrival of an award recipient.

1. Staff Report on Land Sales

No report was given.

**EXECUTIVE SESSION**

1. Pricing of Property [RCW 42.30.110(1)(c)] (10 minutes)

Mayor Thomas stated the Council would recess into an executive session for approximately 10 minutes to discuss the Pricing of Property [RCW 42.30.110(1)(c)] and read the appropriate citation into the record.

*The meeting recessed into executive session at 7:35 p.m., the session was extended for an additional 10 minutes, and the meeting reconvened at 7:56 p.m.*

Councilmember Cudaback moved to add an item to the agenda – Letter of Intent to Purchase Parcel 7, North Kelsey Village Monroe; the motion was seconded by Councilmember Gamble. On vote,

Motion carried (4-0).

Councilmember Cudaback moved to authorize the Mayor to sign the Letter of Intent to Purchase Parcel 7, North Kelsey Village Monroe with Barber Development, LLC, and expressly authorize any further minor revisions as deemed necessary or appropriate; the motion was seconded by Councilmember Gamble. On vote,

Motion carried (4-0).

**MAYOR/ADMINISTRATIVE REPORTS**

1. Monroe This Week (March 18, 2016, Edition No. 11)

Mayor Thomas reported on meetings held and events attended the previous week and forthcoming items; including: attendance at a drug awareness workshop, a call for sculptors posted, the Sky to Sound Water Trail meeting, the upcoming Egg Hunt at Lake Tye Park (Saturday, March 26, 2016, 10 a.m.), Fire District No 3 and 7 merger meeting, All City Meeting (staff), and project updates.

2. Lobbyist Report (Green Light Strategies)

Mr. Brazel noted that no report was provided for this week; and a presentation from Green Light Strategies will be scheduled for a future Council Meeting to provide a wrap-up to the legislative session.

3. Draft Agenda for April 5, 2016, Regular Business Meeting

Mr. Brazel reviewed the draft agenda for the April 5, 2016, Monroe City Council Regular Business Meeting, the extended agenda, and additions/edits thereto.

**ADJOURNMENT**

There being no further business, the motion was made by Councilmember Gamble and seconded by Councilmember Rasmussen to adjourn the meeting. On vote,  
Motion carried (4-0).

**MEETING ADJOURNED: 8:02 p.m.**

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Geoffrey Thomas, Mayor

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Elizabeth M. Smoot, MMC, City Clerk

*Minutes approved at the Regular Business Meeting of April 5, 2016.*

# COUNCIL AP CHECKS AND ACH PAYMENTS 3/18/16 - 4/5/16

## **AFTS**

Lockbox Charges	\$980.44
Postage - Utilities	\$4,730.63
Printing Services - Delinquency Notices	\$2,444.74
Total Paid to <b>AFTS</b>	\$8,155.81

## **Associated Earth Sciences Inc**

Lewis Street sewer separation	\$1,259.25
Total Paid to <b>Associated Earth Sciences Inc</b>	\$1,259.25

## **Associated Petroleum Products I**

Police vehicle fuel - Bldg H	\$2,926.09
Total Paid to <b>Associated Petroleum Products Inc</b>	\$2,926.09

## **Axtman John**

J Axtman CDL reimbursement	\$102.00
Total Paid to <b>Axtman John</b>	\$102.00

## **Baker-Lewis-Schwison & Laws PL**

public defender legal fees	\$12,000.00
Total Paid to <b>Baker-Lewis-Schwison &amp; Laws PLLC</b>	\$12,000.00

## **BHC Consultants LLC**

WWTP AA pipe replacement professional services 1/23-2/19/16	\$389.25
Total Paid to <b>BHC Consultants LLC</b>	\$389.25

## **BNSF Railway Company**

repair railway gate arm	\$1,421.97
Total Paid to <b>BNSF Railway Company</b>	\$1,421.97

## **Brownells Inc.**

shotgun repair tools & rifle supplies	\$290.20
Total Paid to <b>Brownells Inc.</b>	\$290.20

## **Buzzell Tim**

T Buzzell - Conference on Crimes Against Women -Dallas Tx	\$205.44
Total Paid to <b>Buzzell Tim</b>	\$205.44

## **Campbell Homes**

plan check fee refund	\$870.00
Total Paid to <b>Campbell Homes</b>	\$870.00

## **Cashman Pat**

Refund Check	\$37.60
Total Paid to <b>Cashman Pat</b>	\$37.60

## **Chessie Cindy**

C Chessie - Conference on Crimes Against Women -Dallas Tx	\$205.44
Total Paid to <b>Chessie Cindy</b>	\$205.44

Check #	Check Date	Vendor	Description	Amount
ACH	4/5/2016	Ogden Murphy Wallace PLLC	professional services through	15,288.44
ACH	4/5/2016	Ogden Murphy Wallace PLLC	professional services through	784.00
ACH	4/5/2016	Paxman Darrell	payment of reimbursement ag	548.66
ACH	4/5/2016	Paxman Darrell	payment of reimbursement ag	(27.44)
ACH	4/5/2016	Paxman Darrell	payment of reimbursement ag	548.66
ACH	4/5/2016	Paxman Darrell	payment of reimbursement ag	(27.43)
ACH	4/5/2016	Quality Controls Corporation	Fox & Kates pump station repa	166.25
ACH	4/5/2016	Quality Controls Corporation	NH VFD programming	285.00
ACH	4/5/2016	Sentinel Offender Services LLC	electronic home monitoring	174.57
ACH	4/5/2016	Trane U.S. Inc.	wwtp energy conservation pro	210,104.69
ACH	4/5/2016	Trane U.S. Inc.	wwtp energy conservation pro	19,098.90
EFTS	3/31/2016	PUD	2010-2453-6	19,432.60
EFTS	3/31/2016	PUD	2033-1359-8	226.49
EFTS	3/31/2016	PUD	2048-9351-5	404.00
EFTS	3/31/2016	PUD	2048-9351-5	404.00
EFTS	3/31/2016	PUD	2048-9351-5	404.00
EFTS	3/31/2016	PUD	2048-9351-5	404.00
Grand Total				452,742.94

<b>Chronolome</b>	
refund business license - out of City limits	\$50.00
Total Paid to <b>Chronolome</b>	\$50.00
<b>City of Sunnyside</b>	
inmate billing	\$840.00
inmate prescriptions	\$120.82
Total Paid to <b>City of Sunnyside</b>	\$960.82
<b>Code Publishing Company</b>	
other pro services/codify MMC	\$397.21
Total Paid to <b>Code Publishing Company</b>	\$397.21
<b>Columbia Ford Inc</b>	
2016 Ford Escpae SU08 FA#5228	\$24,332.84
2016 Ford Escpae SU08 FA#5228 discount	(\$200.00)
Total Paid to <b>Columbia Ford Inc</b>	\$24,132.84
<b>David Evans and Associates Inc</b>	
Tjerne Pl Ext	\$40,652.50
Total Paid to <b>David Evans and Associates Inc</b>	\$40,652.50
<b>Davis Door Service Inc.</b>	
garage door repair	\$284.68
Total Paid to <b>Davis Door Service Inc.</b>	\$284.68
<b>Department of Agriculture</b>	
evidence scale calibration	\$16.80
Total Paid to <b>Department of Agriculture</b>	\$16.80
<b>Department of Labor &amp; Industrie</b>	
Spring Hill P.S. portable generator transfer equipment permit	\$82.80
Total Paid to <b>Department of Labor &amp; Industries</b>	\$82.80
<b>Department of Retirement Servic</b>	
DRS-OASI insurance	\$55.58
Total Paid to <b>Department of Retirement Services</b>	\$55.58
<b>Department of Transportation</b>	
signal maintenance	\$87.62
Total Paid to <b>Department of Transportation</b>	\$87.62
<b>Farr Lorenda</b>	
Interpreting services	\$107.02
Total Paid to <b>Farr Lorenda</b>	\$107.02
<b>French Slough Flood Control Dist.</b>	
50% of 2016 assessment	\$50,050.37
Total Paid to <b>French Slough Flood Control Dist.</b>	\$50,050.37
<b>Galls LLC</b>	
uniform jumpsuit	\$11.96
Total Paid to <b>Galls LLC</b>	\$11.96

<b>Geo Test Services</b>	
Refund Check	\$21.46
Total Paid to <b>Geo Test Services</b>	\$21.46
<b>Gibson Josh &amp; Joanne</b>	
Refund Check	\$362.65
Total Paid to <b>Gibson Josh &amp; Joanne</b>	\$362.65
<b>GRCC/BAT</b>	
J Christian BAT certification test 5/16/16	\$200.00
Total Paid to <b>GRCC/BAT</b>	\$200.00
<b>GreenLight Strategies Inc</b>	
GREEN LIGHT - Lobbying fees	\$3,800.00
Total Paid to <b>GreenLight Strategies Inc</b>	\$3,800.00
<b>H.B. Jaeger Company LLC</b>	
shop stock - repairs & maintenance supplies	\$5,623.94
Total Paid to <b>H.B. Jaeger Company LLC</b>	\$5,623.94
<b>Inland Environmental Resources</b>	
mag hydroxide	\$9,720.63
Total Paid to <b>Inland Environmental Resources Inc</b>	\$9,720.63
<b>INTEGRA</b>	
INTEGRA - Long distance charge	\$1,676.48
Total Paid to <b>INTEGRA</b>	\$1,676.48
<b>Iron Mountain</b>	
IRON MOUNTAIN-Off Site Storage	\$260.58
Total Paid to <b>Iron Mountain</b>	\$260.58
<b>Kalb Walt</b>	
Refund Check	\$57.32
Total Paid to <b>Kalb Walt</b>	\$57.32
<b>Larson Trevor</b>	
T Larson - End Violence Against Women Conferrence per diem	\$180.78
Total Paid to <b>Larson Trevor</b>	\$180.78
<b>Mayes Testing Engrs Inc.</b>	
Tjerne Place Ext	\$565.00
Total Paid to <b>Mayes Testing Engrs Inc.</b>	\$565.00
<b>Monroe Chamber of Commerce</b>	
Destination marketing management development	\$4,538.00
Total Paid to <b>Monroe Chamber of Commerce</b>	\$4,538.00
<b>Myownly Boarding Kennel</b>	
animal control services	\$416.00
Total Paid to <b>Myownly Boarding Kennel</b>	\$416.00
<b>NC Machinery/Power/Rental Co</b>	
plate compactor	\$1,949.31

Total Paid to <b>NC Machinery/Power/Rental Company</b>	\$1,949.31
<b>NI Government Services Inc</b>	
satellite phone	\$73.73
Total Paid to <b>NI Government Services Inc</b>	\$73.73
<b>Oesch Randy</b>	
	\$220.11
Total Paid to <b>Oesch Randy</b>	\$220.11
<b>Ogden Murphy Wallace PLLC</b>	
professional services through 2/29/16	\$16,831.94
Total Paid to <b>Ogden Murphy Wallace PLLC</b>	\$16,831.94
<b>Owen Properties LLC</b>	
Refund Check	\$687.50
Total Paid to <b>Owen Properties LLC</b>	\$687.50
<b>Paxman Darrell</b>	
payment of reimbursement agreement fees - 5% Administrative fee	\$1,042.45
Total Paid to <b>Paxman Darrell</b>	\$1,042.45
<b>Pearson Karen</b>	
Refund Check	\$332.78
Total Paid to <b>Pearson Karen</b>	\$332.78
<b>Plitman Vladislav</b>	
Interpreting services	\$126.22
Total Paid to <b>Plitman Vladislav</b>	\$126.22
<b>PUD</b>	
2010-2453-6	\$19,432.60
2033-1359-8	\$226.49
2048-9351-5	\$1,616.00
Total Paid to <b>PUD</b>	\$21,275.09
<b>Puget Sound Energy Inc</b>	
Park Place PS - 17866 W Main	\$80.74
PSE - 769 Village Way - PW Bui	\$223.88
PSE - 806 Main St Bldg C - Veh	\$317.43
PSE - 806 W Main St Bldg I - P	\$704.54
PSE - Police Department	\$583.05
PSE- 806 W Main St Bldg A -Mai	\$920.12
Total Paid to <b>Puget Sound Energy Inc</b>	\$2,829.76
<b>Quality Controls Corporation</b>	
Fox & Kates pump station repair	\$166.25
NH VFD programming	\$285.00
Total Paid to <b>Quality Controls Corporation</b>	\$451.25
<b>Republic Services Inc</b>	
ALLIED/REPUBLIC - Recycle - WW	\$61.96

ALLIED/REPUBLIC -Recycle - PW	\$537.02
ALLIED/REPUBLIC -Recycle CH	\$129.52
ALLIED/REPUBLIC -Recycle -PW/P	\$38.52
Total Paid to <b>Republic Services Inc</b>	\$767.02
<b>Robertson Craig</b>	
C Robertson - End Violence Against Women Cofererence per diem	\$180.78
Total Paid to <b>Robertson Craig</b>	\$180.78
<b>Ryan Paul</b>	
P Ryan - End Violence Against Women Cofererence per diem	\$180.78
Total Paid to <b>Ryan Paul</b>	\$180.78
<b>Sentinel Offender Services LLC</b>	
electronic home monitoring	\$174.57
Total Paid to <b>Sentinel Offender Services LLC</b>	\$174.57
<b>Snohomish County Clerks &amp; Fina</b>	
C Hurst & D Nelson SCCFOA meeting	\$36.00
Total Paid to <b>Snohomish County Clerks &amp; Finance Office</b>	\$36.00
<b>Snohomish County Fire District #</b>	
1st qtr fiber optics	\$804.65
Total Paid to <b>Snohomish County Fire District #3</b>	\$804.65
<b>Snohomish County Sheriff &amp; Poli</b>	
T Quenzer SCSPCA annual membership dues	\$75.00
Total Paid to <b>Snohomish County Sheriff &amp; Police Chief's</b>	\$75.00
<b>Snohomish County Sheriff's Offic</b>	
inmate medical billing	\$37.22
Total Paid to <b>Snohomish County Sheriff's Office</b>	\$37.22
<b>Staples Business Advantage</b>	
chair	\$209.24
office supplies	\$24.80
planning supplies	\$34.02
rolling cart	\$97.99
Total Paid to <b>Staples Business Advantage</b>	\$366.05
<b>Stout Donald</b>	
N Central WA Chapter of ICC - Leavenworth mileage	\$91.80
Total Paid to <b>Stout Donald</b>	\$91.80
<b>Sukhninder Thiara</b>	
refund license	\$25.00
Total Paid to <b>Sukhninder Thiara</b>	\$25.00
<b>Trane U.S. Inc.</b>	
wwtp energy conservation project ph 11	\$229,203.59
Total Paid to <b>Trane U.S. Inc.</b>	\$229,203.59

<b>Utilities Underground Location C</b>	
locates	\$68.37
Total Paid to <b>Utilities Underground Location Center</b>	\$68.37
<b>Van Eaton Shaun</b>	
S Van Eaton - Conference on Crimes Against Women -Dallas Tx	\$205.44
Total Paid to <b>Van Eaton Shaun</b>	\$205.44
<b>Wakefield Mark</b>	
refund of bathroom remodel deposit - Leoff payment	\$2,000.00
Total Paid to <b>Wakefield Mark</b>	\$2,000.00
<b>Walker Tim</b>	
T Walker - Conference on Crimes Against Women -Dallas Tx	\$205.44
Total Paid to <b>Walker Tim</b>	\$205.44
<b>Washington Association of Code</b>	
L Whalen WACE Spring Conference 5/6/16	\$25.00
Total Paid to <b>Washington Association of Code Enforcem</b>	\$25.00
<b>WSPCA</b>	
J Southard WSPCA conference	\$300.00
Total Paid to <b>WSPCA</b>	\$300.00
Grand Total	\$452,742.94



# MONROE CITY COUNCIL

## Agenda Bill No. 16-038

<b>SUBJECT:</b>	<i>Release Retainage for the West Main Street Sewer Separation Project</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/05/2016	Public Works Design & Construction	Jim Gardner	Brad Feilberg	<b>Consent Agenda #3</b>

**Discussion:** 08/20/2013; 10/08/2013; 01/06/2015; 12/01/2015; 04/05/2016

**Attachments:** 1. None

**REQUESTED ACTION:** Move to authorize the release of retainage to the contractor SRV Construction, Inc. in the amount of \$28,469.56 from the Public Works West Main Street Sewer Separation Project.

### DESCRIPTION/BACKGROUND

The contractor, SRV Construction, Inc., was the prime contractor responsible for the West Main Street Sewer Separation Project. The forty five (45) day lien period for the West Main Street Sewer Separation Project is complete. The City of Monroe has received releases from Employment Security, Department of Labor and Industries, and the Department of Revenue.

RCW 60.28.011 provides that retainage be released when specific conditions, and releases, have been achieved. SRV Construction, Inc. has successfully met the requirements of RCW 60.28.011 as outlined above and reviewed by staff.

### IMPACT – BUDGET

None. Funds have been expended and are being held.

### TIME CONSTRAINTS

Retainage must be released by April 6, 2016, to comply with State rules and regulations.



# MONROE CITY COUNCIL

## Agenda Bill No. 16-039

<b>SUBJECT:</b>	<i>Award Bid and Authorize the Mayor to Sign Contract with Thomco Construction, Inc. for Woods Creek Road Phase I Project</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/05/2016	Public Works Design & Construction	Jim Gardner	Brad Feilberg	<b>Consent Agenda #4</b>

**Discussion:** 12/15/2009; 12/16/2014; 7/21/2015; 07/28/2015; 01/19/2016;  
04/05/2016;

**Attachments:** 1. None

**REQUESTED ACTION:** Move to award the Woods Creek Road Phase I Project to Thomco Construction, Inc. in the amount of \$1,302,035.50, along with funds per Section 4.2.1.3 of the Procurement Policies & Procedures for possible change orders; authorize the Mayor to sign the construction contract thereto; and expressly authorize further minor revisions as deemed necessary or appropriate.

**DESCRIPTION/BACKGROUND**

The Woods Creek Road Phase I project provides for 1,400 lineal feet of sidewalk along the west side of Woods Creek Road (from the Farm trail to the new Tjerne Place Extension). Improvements will also include the installation of a soldier pile retaining wall with a chain link fence above the wall, storm drainage relocation and pavement markings.

Bids were opened on March 10, 2016, at 11:00 a.m. for the Woods Creek Road Phase I Project. Four bids were received, ranging from \$1,302,035.50 to \$1,538,195.00. The Engineers Estimate for this project was \$1,409,905.05.

Apparent Low: Thomco Construction, Inc.	\$ 1,302,035.50
Second Apparent Low: Kamins Construction, Inc.	\$ 1,326,455.74

After an initial review by WSDOT, and City staff for DBE certification, state licensing verification, debarment checks and reference calls, the apparent low bidder is Thomco Construction, Inc. The bid is responsive and WSDOT concurs with awarding to the apparent low bidder, Thomco Construction, Inc.

**IMPACT – BUDGET**

This project is included in the budget. Puget Sound Regional Council (PSRC) Grant Funds will pay eighty-six and one half percent (86.5%) of construction.

**TIME CONSTRAINTS**

The project will need to be awarded in order to capitalize on the summer weather and ensure the project can be completed with the time allotment allowed.



**MONROE CITY COUNCIL**

***Agenda Bill No. 16-040***

<b>SUBJECT:</b>	<b><i>Authorize Mayor to Sign First Amendment to Interlocal Agreement for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT)</i></b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
04/05/2016	Police Dept.	Chief Quenzer	Chief Quenzer	<b>Consent Agenda #5</b>

**Discussion:** 04/07/2015 (original ILA); 04/05/2016

**Attachments:** 1. First Amendment to Interlocal Agreement for SWAT/CNT Services

**REQUESTED ACTION:** Move to authorize the Mayor to sign the First Amendment to the Interlocal Agreement between the cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo, Mountlake Terrace, and Redmond; for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT); and expressly authorize any further minor revisions deemed necessary or appropriate.

**DESCRIPTION/BACKGROUND**

The Interlocal Agreement for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT) services [approved through AB15-064, April 7, 2015] is being updated through the proposed First Amendment in order to add Redmond as a participant in this agreement.

**IMPACT – BUDGET**

None.

**TIME CONSTRAINTS**

As soon as possible.

**FIRST AMENDMENT  
TO  
INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL, EDMONDS,  
KIRKLAND, LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE,  
MUKILTEO, AND MOUNTLAKE TERRACE; FOR THE NORTH SOUND METRO  
SPECIAL WEAPONS AND TACTICS (SWAT)/  
CRISIS NEGOTIATING TEAM (CNT)**

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT** (First Amendment) is entered into by and between the City of Bothell, a Washington municipal corporation (Bothell), the City of Edmonds, a Washington municipal corporation (Edmonds), the City of Kirkland, a Washington municipal corporation (Kirkland), the City of Lake Forest Park, a Washington municipal corporation (Lake Forest Park), the City of Lynnwood, a Washington municipal corporation (Lynnwood), the City of Mill Creek, a Washington municipal corporation (Mill Creek), the City of Monroe, a Washington municipal corporation (Monroe), the City of Mukilteo, a Washington municipal corporation (Mukilteo), the City of Mountlake Terrace, a Washington municipal corporation (Mountlake Terrace), and the City of Redmond, a Washington municipal corporation (Redmond) (collectively referred to as Parties or Cities).

**WHEREAS**, the Cities are public agencies as defined by Chapters 39.34 and 10.93 RCW, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, incidents of a serious criminal nature occur which require a need for a specially trained and equipped unit to effectively resolve the situation. These incidents create a demand upon the undersigned Cities respective to resources which are better and more economically served by combining resources to form a joint specialty team called the NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS, (the SWAT Team); and

**WHEREAS**, in June of 2015, the Cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo and Mountlake Terrace entered into the "Interlocal Agreement Between the Cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo and Mountlake Terrace; for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT)" (the Interlocal Agreement), for the purpose of creating the SWAT Team and establishing the respective Cities' rights, duties and obligations regarding the SWAT Team; and

**WHEREAS**, the Parties to the Interlocal Agreement and the City of Redmond wish to add the City of Redmond to the Interlocal Agreement through the execution of this First Amendment to the Interlocal Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Amendment to the Preamble to the Interlocal Agreement to Add City of Redmond to the Interlocal Agreement.** The Preamble to the Interlocal Agreement is amended to add the City of Redmond, a Washington municipal corporation, as a Party to the Interlocal Agreement. The City of Redmond shall be included in the terms "Party," "Parties," "City" and "Cities." By executing this First Amendment, the City of Redmond agrees to the terms and conditions of the Interlocal Agreement.

**2. Amendment to Section 3 of the Interlocal Agreement.** The introductory paragraphs of Section 3 of the Interlocal Agreement are amended to read as follows:

The undersigned Cities hereby create an Executive Board (Board) to direct the SWAT Team. The Executive Board shall be comprised of the Police Chiefs of all participating Cities. Based upon recommendations from the SWAT Commander and or Board members, the Board reviews and approves changes and updates to the SWAT Policy and Procedures Manual (SWAT Policy) and also provides approval and gives direction on operational matters as presented and requested by the SWAT Team Commander.

Each member of the Board shall have an equal vote and voice on all Board decisions. All decisions, except those related to the SWAT Policy and Procedure manual, shall be made by a majority of voting Board members, provided a quorum of six ~~five~~ (6) Board members are present. SWAT Policy and Procedure decisions shall require a unanimous vote from all Board members. The Board will meet at least once a quarter.

**3. Amendment to Section 10 of the Interlocal Agreement.** Section 10 of the Interlocal Agreement is amended to read as follows:

#### **10. NOTICES AND CONTACTS**

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Bothell  
Attn: Police Chief  
18410 101<sup>st</sup> Ave., N.E.  
Bothell WA 98011

City of Edmonds  
Attn: Police Chief  
250 5<sup>th</sup> Ave., N.  
Edmonds WA 98020

City of Kirkland  
Attn: Police Chief  
123 5<sup>th</sup> Ave.  
Kirkland, WA 98033

City of Lake Forest Park  
Attn: Police Chief  
17425 Ballinger Way, N.E.  
Lake Forest Park WA 98155

City of Lynnwood  
Attn: Police Chief/Purchasing

City of Mill Creek  
Attn: Police Chief

19321 44<sup>th</sup> Ave., W.  
Lynnwood WA 98036

15728 Main St.  
Mill Creek, WA 98012

City of Monroe  
Attn: Police Chief  
806 West Main Street  
Monroe WA 98272

City of Mountlake Terrace  
Attn: Police Chief  
5906 232<sup>nd</sup> St., S.W.  
Mountlake Terrace WA 98043

City of Mukilteo  
Attn: Police Chief  
10500 47th PL W.  
Mukilteo, WA 98275

City of Redmond  
Attn: Police Chief  
8701 160th Ave NE  
Redmond, WA 98052

Notices mailed by any City shall be deemed effective on the date mailed. Any City may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other Cities written notice of not less than seven (7) days prior to the effective date.

4. **Amendment to Title of the Interlocal Agreement.** The title of the Interlocal Agreement is amended to read as follows:

**INTERLOCAL AGREEMENT FOR THE NORTH SOUND METRO  
SPECIAL WEAPONS AND TACTICS (SWAT)/  
CRISIS NEGOTIATING TEAM (CNT)**

5. **No Further Changes or Modifications.** Except as otherwise specifically provided in this First Amendment, the terms, conditions, and provisions of the Interlocal Agreement shall remain in full force and effect.

6. **Execution.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

7. **Filing.** As provided by RCW 39.34.040, this First Amendment shall be filed prior to its entry in force with the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF BOTHELL**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

**CITY OF EDMONDS**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

**CITY OF KIRKLAND**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

**CITY OF LAKE FOREST PARK**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

**CITY OF MILL CREEK**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

**CITY OF MONROE**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

**CITY OF MUKILTEO**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

**CITY OF MOUNT LAKE TERRACE**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

**CITY OF REDMOND**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_



# MONROE CITY COUNCIL

## Agenda Bill No. 16-041

<b>TITLE:</b>	<b>Discussion: Fireworks Regulations [MMC 9.26]</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
04/05/2016	Police Dept.	Tim Quenzer	Tim Quenzer	<b>Unfinished Business #1</b>

**Discussion:** 08/18/2015; 04/05/2016

- Attachments:**
1. Monroe Municipal Code 9.26 - Fireworks
  2. MRSC Information on Fireworks Regulations
  3. Douglas County Code 8.20 - Fireworks
  4. San Juan County Code 9.20 - Fireworks
  5. Email/Letter from Citizen

**REQUESTED ACTION:** Review, discussion, and direction.

### DESCRIPTION/BACKGROUND

At the July 7, 2015, Council Meeting, Councilmember Cudaback and Hanford requested a discussion item be added to the extended agenda regarding Monroe's regulations related to fireworks - Monroe Municipal Code 9.26 (*attachment 1*).

At that time, Mayor Thomas noted the State Fireworks Law (Chapter 70.77 RCW), which allows cities to be more restrictive than state law; however, local rules may be effective no sooner than one year from their adoption. Mayor Thomas also noted local jurisdictions who have adopted emergency fireworks provisions for fire danger.

Information provided by the Municipal Research Services Center (MRSC) details out this information (*attachment 2*), and also provides references to Douglas and San Juan Counties who have adopted emergency provisions for fire danger (*see attachments 3 and 4*).

In preparation for discussion in August 2015, Councilmember Kamp forwarded an email/letter received from a citizen regarding fireworks, and asked this be included in the packet for this item (*attachment 5*).

On August 18, 2016, the City Council reviewed this information (*attachments 1 through 5*), and requested this item be brought back in 2016 for further discussion.

In the 2016 legislative session, [HB2348](#), providing local governments with flexibility regarding local fireworks ordinances, was considered. It has halted in the House Rules Committee and will most likely not pass in this legislative session.

Monroe Fire District No. 3 Chief Jamie Silva and Fire Marshall Mike Fitzgerald will be present at the April 5, 2016, Council Meeting to present information on fireworks related calls in recent years.

### IMPACT – BUDGET

N/A

### TIME CONSTRAINTS

N/A

## Chapter 9.26 FIREWORKS

### Sections:

- [9.26.010](#) RCW adopted – Copies filed and authenticated.
- [9.26.020](#) Restriction on times for sale and discharge of fireworks.
- [9.26.030](#) Restrictions and permits.
- [9.26.040](#) Littering.
- [9.26.050](#) Violation – Penalty.
- [9.26.060](#) Severability.

### **9.26.010 RCW adopted – Copies filed and authenticated.**

Except as otherwise provided herein, Chapter [70.77](#) RCW, State Fireworks Law, is hereby adopted by reference, including all future amendments or additions thereto, and under the provisions of RCW [35A.12.140](#), the sections codified in this chapter shall be published as required by law, but the specified Chapter [70.77](#) RCW adopted by reference need not be published but shall be authenticated and recorded with the Monroe city clerk, and not less than one copy of such chapter in the form in which it was adopted shall forthwith be filed in the office of the Monroe city clerk for use and examination by the public. (Ord. 005/2005)

### **9.26.020 Restriction on times for sale and discharge of fireworks.**

The sale, purchase and discharge of consumer fireworks shall not be permitted at any time except during the following times and dates:

- A. Consumer fireworks may be purchased and sold within the city of Monroe, Washington only between the hours of noon and eleven p.m. on June 28th of any year and between nine a.m. and eleven p.m. on June 29th through July 4th of any year; and only between the hours of noon and eleven p.m. on December 27th of any year and between nine a.m. and eleven p.m. on December 28th through December 31st of any year; and
- B. Consumer fireworks may be discharged within the city of Monroe, Washington only:
  - 1. Between the hours of nine a.m. and midnight on the 4th of July of any year; and
  - 2. Between the hours of six p.m. on December 31st and one a.m. on January 1st of the subsequent year. (Ord. 005/2005)

### **9.26.030 Restrictions and permits.**

A. Fireworks, including any composition or device designed to produce a visual or audible effect by combustion, deflagration, or detonation, and which meets the definition of articles pyrotechnic or consumer fireworks or display fireworks under Ch. [70.77](#) RCW, shall not be manufactured, used, sold or detonated within the city of Monroe, Washington, except as follows:

- 1. Flares for emergency operation;
- 2. Signal device to begin an athletic event or sport;

3. Use by military organizations;
4. Blank cartridges for show or theater;
5. A public fireworks display permitted in accordance with MMC [15.04.110](#) and RCW [70.77.260](#); and
6. "Common fireworks" as such term is defined by WAC [212-17-035](#).

B. Any person desiring to:

1. Manufacture, import, possess with intent to sell, or sell any fireworks at wholesale or retail for any use; or
2. Make a public display of fireworks in accordance with MMC [15.04.110](#) and RCW [70.77.260](#) within the city of Monroe shall, not less than five days prior to such activity, obtain from the city a business license pursuant to Chapter [5.02](#) MMC. (Ord. 005/2005)

### **9.26.040 Littering.**

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The debris from discharged fireworks shall be properly disposed of. All persons discharging fireworks shall police the area in which such fireworks were discharged and pick up all litter resulting from such fireworks. Violation of this section shall be a violation under this chapter, MMC [9.28.170](#), and RCW [70.93.060](#). (Ord. 005/2005)

### **9.26.050 Violation – Penalty.**

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- A. Any person violating any provision of this chapter is guilty of a misdemeanor, and upon conviction shall be punished by a fine in an amount not exceeding one thousand dollars, or by imprisonment in jail for a term not exceeding ninety days, or by both. In the case of a conviction for a violation of this chapter, the city's fire marshal or designee may order the fireworks stand closed and may deny approval of a request by the person for a fireworks permit for a period of one year.
- B. A person is guilty of a separate offense for each separate and distinct violation of any provisions of this chapter, and a person is guilty of a separate offense for each day during which he/she commits or allows to continue any violation of the provisions of this chapter.
- C. Any fireworks which are illegally sold, offered for sale, used, discharged, possessed or transported in violation of the provisions of this chapter or of Chapter [70.77](#) RCW shall be subject to seizure by any police officer. (Ord. 005/2005)

### **9.26.060 Severability.**

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If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter. (Ord. 005/2005)

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**The Monroe Municipal Code is current through Ordinance 008/2015, passed June 9, 2015.**

Disclaimer: The City Clerk's Office has the official version of the Monroe Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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# Fireworks Regulation in Washington State

This page provides regulatory information on fireworks, sample provisions from Washington cities and counties, and additional reference sources.

## Introduction

Local government provisions must be consistent with the Washington State statutes and regulations regarding fireworks, although they can be more restrictive. A number of jurisdictions have banned the use of consumer fireworks and allow only public displays, while others allow the discharge of fireworks on fewer days than allowed under state law. Exemptions are made for religious and other special uses.

## Fireworks Regulation in Washington

The State of Washington has not completely preempted local government regulation of fireworks, but fireworks regulation is largely governed by the state fireworks law, chapter 70.77 RCW (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77>) and the administrative regulations adopted by the Washington State Patrol, chapter 212-17 WAC (<http://app.leg.wa.gov/wac/default.aspx?cite=212-17>).

RCW 70.77.250 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.250>)(1) provides that "the chief of the Washington state patrol, through the director of fire protection, shall enforce and administer this chapter." Additionally, though federal law does not directly cover local use of fireworks, the Washington statutes defining consumer fireworks incorporate classifications adopted by the United States Consumer Product Safety Commission and United States Department of Transportation, RCW 70.77.136 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.136>). In short, this is an area where local governments need to be careful concerning what they can and cannot regulate.

## State Licenses and Local Government Permits

Any individual or company wanting to manufacture, import or sell fireworks, or make a public display of fireworks, needs a state license and a permit from the appropriate local government jurisdiction (city or county) where the action is to take place, RCW 70.77.255 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.255>) and 70.77.315 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.315>). There are bonding and insurance requirements for any individual or company putting on a public fireworks display. RCW 70.77.355 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.355>). There are also insurance requirements for retail fireworks stands. RCW 70.77.270 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.270>)(3).

## Retail Stands for Sale of Fireworks

The state regulates temporary or permanent structures where fireworks are sold or stored. WAC 212-17-21505 (<http://app.leg.wa.gov/wac/default.aspx?cite=212-17-21505>) - General provisions. There are state regulations dealing with the siting and setbacks required of retail fireworks stands. RCW 70.77.270 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.270>).

## Dates and Times Fireworks May Be Sold or Discharged

The state regulates the allowable times for sale or discharge of fireworks. Fireworks may be sold and purchased from:

1. Noon to 11 p.m. on June 28;
2. 9 a.m. to 11 p.m. on June 29 through July 4;
3. 9 a.m. to 9 p.m. on July 5;
4. Noon to 11 p.m. on December 27 through December 31.

Fireworks may be used and discharged from:

1. Noon to 11 p.m. on June 28;
2. 9 a.m. to 11 p.m. on June 29 through July 3;
3. 9 a.m. to midnight on July 4; (4) from 9 a.m. to 11 p.m. on July 5;
4. 6 p.m. on December 31 to 1 a.m. on January 1. (RCW 70.77.395 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.395>))

Counties and cities can be more restrictive than state restrictions and can even ban all sale and discharge of fireworks, but they cannot be less restrictive. The state supreme court decision *Brown v. Yakima* (<http://courts.mrsc.org/mc/courts/zsupreme/116wn2d/116wn2d0556.htm>), 116 Wn.2d 556 (1991), held that the state fireworks law does not prevent a local government from enacting an ordinance more restrictive than state law. However, any local rules that are more restrictive may be effective no sooner than one year from their adoption. RCW 70.77.250 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.250>)(4).

### Local Government Regulatory Ordinances

Below are samples of fireworks ordinances from several jurisdictions. The Washington State Patrol has a list of cities and counties with fireworks laws or ordinances that are more restrictive than state law (<http://www.wsp.wa.gov/fire/docs/fireworks/ordinances.pdf>). Cities and counties should carefully review any proposed ordinance to make sure it is not in conflict with state law.

### Statutes and Regulations

- Ch. 70.77 RCW (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77>) - State Fireworks Law
- Ch. 212-17 WAC (<http://app.leg.wa.gov/wac/default.aspx?cite=212-17>) - Fireworks
- Fireworks Which May Be Lawfully Purchased, Possessed, or Discharged by the Public (<http://www.wsp.wa.gov/fire/docs/fwlicensing/lglfwrks.pdf>) - Washington State Patrol

### Emergency Provisions for Fire Danger

- Douglas County Code Sec. 8.20.160 (<http://www.codepublishing.com/WA/DouglasCounty/html/DouglasCounty08/DouglasCounty0820.html#8.20.160>) - Fireworks Sale Restrictions During Certain Emergencies
- San Juan County Code Sec. 9.20.080 (<http://www.codepublishing.com/wa/sanjuancounty/html/SanJuanCounty09/SanJuanCounty0920.html#9.20.080>) - Prohibition Due to Extreme Fire Danger

### Provisions Allowing Sale and Use of Fireworks

Provisions vary from the time of day to the days in which consumer fireworks can be used without special permits. However, RCW 70.77.395 (<http://app.leg.wa.gov/rcw/default.aspx?cite=70.77.395>) sets the parameters.

- Clark County Code Ch. 5.28 (<http://www.codepublishing.com/WA/ClarkCounty/clarkco05/clarkco0528/clarkco0528.html>) - Sale of

Fireworks - Use permitted June 28 (noon) until July 4 (midnight)

- Douglas County Code Ch. 8.20  
(<http://www.codepublishing.com/WA/DouglasCounty/html/DouglasCounty08/DouglasCounty0820.html#8.20>)  
- Fireworks - Discharge allowed during the hours of 1:00 p.m. and 11:59 p.m. on July 3 and July 4, and between the hours of 6:00 p.m. on December 31 and 1:00 a.m. on January 1.
- Puyallup Municipal Code Ch. 16.20  
(<http://www.codepublishing.com/wa/puyallup/html/Puyallup16/Puyallup1620.html#16.20>) - Fireworks - Discharge restricted to the hours between 9:00 a.m. and 11:00 p.m. on July 4.
- Thurston County Code Ch. 6.68  
([http://library.municode.com/HTML/16720/level2/TIT6BULIRE\\_CH6.68FIPE.html](http://library.municode.com/HTML/16720/level2/TIT6BULIRE_CH6.68FIPE.html)) - Fireworks Permits - Restrict discharge of consumer fire works to July 3 and July 4, between the hours of 9:00 a.m. and 11:00 p.m.
- Tumwater Municipal Code Ch. 8.30  
(<http://www.codepublishing.com/wa/tumwater/html/Tumwater08/Tumwater0830.html#8.30>) - Fireworks - Restricts discharge of consumer fire works to July 3 and July 4, between the hours of 9:00 a.m. and 11:00 p.m.
- Vancouver Municipal Code
  - Ch. 16.20  
([http://www.cityofvancouver.us/sites/default/files/fileattachments/vmc/titles\\_chapters/O16.020.pdf](http://www.cityofvancouver.us/sites/default/files/fileattachments/vmc/titles_chapters/O16.020.pdf)) - Fireworks
  - Ch. 16.30  
([http://www.cityofvancouver.us/sites/default/files/fileattachments/vmc/titles\\_chapters/O16.030.pdf](http://www.cityofvancouver.us/sites/default/files/fileattachments/vmc/titles_chapters/O16.030.pdf)) - Consumer Fireworks - Consumer discharge of consumer fireworks is allowed only on July 4 between the hours of 9:00 a.m. and 11:59 p.m.
- Walla Walla Municipal Code Ch. 8.09  
(<http://www.codepublishing.com/WA/WallaWalla/html/WallaWalla08/WallaWalla0809.html#8.09>) - Fireworks - Approved fireworks may be discharged between 9:00 a.m. on July 4 and 12:00 a.m. on July 5, and between 6:00 p.m. on December 31 and 1:00 a.m. on January 1

## **Provisions Prohibiting Sale and Use of Fireworks Except for Public Displays, Religious Activities, and Private Events**

- Bellevue Municipal Code
  - Sec. 23.11.5608.2  
(<http://www.codepublishing.com/wa/bellevue/html/Bellevue23/Bellevue2311.html#23.11.5608.2>) - Fireworks discharge prohibited
  - Sec. 23.11.5608.2.3  
(<http://www.codepublishing.com/wa/bellevue/html/Bellevue23/Bellevue2311.html#23.11.5608.2.3>) - Standards for Fireworks Displays
- Kirkland Municipal Code Ch. 11.60  
(<http://www.codepublishing.com/wa/kirkland/html/kirkland11/Kirkland1160.html#11.60>) - Fireworks
- Shoreline Municipal Code Ch. 9.15  
(<http://www.codepublishing.com/wa/shoreline/html/Shoreline09/Shoreline0915.html#9.15>) - Fireworks
- Spokane Valley Municipal Code Ch.7.15  
(<http://www.codepublishing.com/WA/spokanevalley/html/SpokaneValley07/SpokaneValley0715.html#7.15>) -

- Yakima County Code Ch. 8.46  
(<http://www.codepublishing.com/WA/yakimacounty/html/YakimaCounty08/YakimaCounty0846.html#8.46>)  
- Fireworks - In addition to religious exemptions, exceptions are made for production of motion pictures, theatricals or operas when such use and display are a necessary part of the production by permit.

## Provisions Relating to the Public Display of Fireworks

- Burien Municipal Code Sec. 5.30.080  
(<http://www.codepublishing.com/wa/burien/html/Burien05/Burien0530.html#5.30.080>) - Standards for Public Fireworks Displays
- Seattle Fire Code Ch. 56  
([http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web\\_informational/sO47893.pdf](http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/sO47893.pdf)) - Explosives and Fireworks
- Tacoma Municipal Code Ch. 3.12 (<http://cms.cityoftacoma.org/cityclerk/Files/MunicipalCode/Title03-Fire.PDF#page=45>) - Fireworks

## Public Information

- Cowlitz County - Fireworks (<http://www.co.cowlitz.wa.us/index.aspx?nid=572>)
- King County - Fireworks Regulations and Safety  
(<http://www.kingcounty.gov/property/FireMarshal/fireworks.aspx>)
- Renton - Fireworks Ban (<http://rentonwa.gov/living/default.aspx?id=828>)
- Vancouver - Learn About Legal Use of Fireworks in Vancouver (<http://www.cityofvancouver.us/fire/page/learn-about-legal-use-fireworks-vancouver>)
- Washington State Fire Marshal - Fireworks Enforcement Education Campaign  
(<http://www.wsp.wa.gov/fire/educamp.htm>)

## Additional References

- American Pyrotechnics Association (<http://www.americanpyro.com/>)
- Consumer Product Safety Commission - Fireworks Information Center (<http://www.cpsc.gov/safety-education/safety-education-centers/fireworks/>)
- International Fire Marshals Association - 2006 Model Fireworks Law  
(<http://www.nfpa.org/~media/Files/Safety%20information/For%20consumers/Fireworks/ModelFireworks.pdf>)
- National Fire Protection Association - Fireworks (<http://www.nfpa.org/categoryList.asp?categoryID=297&URL=Research%20&%20Reports/Fact%20sheets/Seasonal%20safety/Fireworks>)
- Washington State Fire Marshal - Fireworks Safety & Injury Prevention  
(<http://www.wsp.wa.gov/fire/fireworks.htm>)

Last Modified: July 06, 2015



transport fireworks by means other than common carrier. (Ord. CE 10-03-78B Exh. A (part): Ord. CE 04-01-63B Exh. A (part))

#### **8.20.040 Consumer fireworks—When discharge permitted.**

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No person shall discharge or otherwise use any consumer fireworks within the unincorporated areas of Douglas County, except between the hours of one p.m. and eleven fifty-nine p.m. on July 3rd and July 4th, and between the hours of six p.m. on December 31st and one a.m. on January 1st. (Ord. CE 10-03-78B Exh. A (part): Ord. CE 04-01-63B Exh. A (part))

#### **8.20.050 Permit application requirements.**

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- A. The applicant shall have a valid license issued by the state of Washington authorizing the holder to engage in the fireworks activities sought in the permit application.
- B. Permit applications shall be submitted in such form and containing such detail as is reasonably required by the fire marshal. Such applications shall, at a minimum, include the applicable permit application fees, clean-up deposit, state license(s), site drawings depicting permanent and temporary structures and other material features on the site, insurance certificate(s), storage sites and arrangements, and the name, address and telephone number of each applicant and any other responsible party.
- C. In addition to the other requirements of the State Fireworks Law, the applicant shall procure and maintain a policy or policies of public general liability, bodily injury and property damage insurance in a company or companies approved by the fire marshal in the minimum amount of one million dollars, single limit. Douglas County, Douglas County Fire District No. 2 and any other fire protection district providing fire protection shall be named as additional named insureds on such policy. Certificates of coverage shall be filed with the fire marshal.
- D. The applicant shall post a five hundred dollar cash deposit with each permit application conditioned upon the prompt removal of all temporary structures and the cleaning of all debris from the site. If the applicant removes all temporary structures and cleans up all debris within two days after the end of the permitted fireworks activities, the applicant shall be entitled to the return of the deposit. If the stand is not removed and debris is not cleaned prior to that time, the five hundred dollar deposit shall be forfeited and placed in the Douglas County general fund.
- E. A fully complete application for the retail sale of consumer fireworks shall be filed with the fire marshal no later than last official business day of May in the calendar year for which the applicant is seeking a permit.
- F. A fully complete application for a public display of fireworks shall be filed with the fire marshal in conformance with Chapter 70.77 RCW and Chapter 212-17 WAC as they now exist or may be hereafter amended. (Ord. CE 10-03-78B Exh. A (part): Ord. CE 04-01-63B Exh. A (part))

#### **8.20.060 Permit fees.**

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The permit application fee for each application filed with the fire marshal shall be established by resolution of the board of commissioners, shall be paid at the time the permit application is filed, and is non-refundable. (Ord. CE 10-03-78B Exh. A (part): Ord. CE 04-01-63B Exh. A (part))



63B Exh. A (part))

### **8.20.130 Public display of fireworks—Additional provisions.**

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In addition to the requirements of the State Fireworks Law, the following provisions shall apply to the public display of fireworks:

- A. All minimum clearances, site dimensions, separation clearances and landing areas shall be subject to review by and approval of the fire marshal. In the sole discretion of the fire marshal, the minimum standards of the State Fireworks Law may be increased to protect the public and property.
- B. The applicant shall provide fire protection for the display. The fire marshal shall determine the level of personnel and equipment necessary. Prior to the public display, the applicant shall pay the full cost of the required personnel and equipment to the appropriate fire district.
- C. The applicant shall provide crowd control for the display. The fire marshal shall determine the level of crowd control necessary, including the number and placement of crowd control monitors. If local law enforcement is providing crowd control, the applicant shall pay the full cost of the required personnel and equipment to the appropriate law enforcement agency prior to the display.
- D. If, in the opinion of the fire marshal, the sheriff or the pyrotechnic operator, a lack of fire protection or crowd control poses a danger to the public or property, then the fire marshal, the sheriff or the pyrotechnic operator shall immediately suspend the display until the danger is corrected. (Ord. CE 10-03-78B Exh. A (part); Ord. CE 04-01-63B Exh. A (part))

### **8.20.140 Permit coverage—Transfer of permit prohibited.**

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A separate permit shall be obtained for each activity requiring a permit and for each location at which fireworks activity is undertaken. A permit shall be used only by the designated permittee and shall not be assigned or otherwise transferred. Any transfer or purported transfer of a permit shall be deemed a violation of this chapter and shall void the permit. (Ord. CE 10-03-78B Exh. A (part); Ord. CE 04-01-63B Exh. A (part))

### **8.20.150 Revocation of permit.**

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Any failure of or refusal by a permittee to comply with the requirements of a permit, to comply with the State Fireworks Law, to comply with this chapter, or to comply with any lawful requirement or order of the fire marshal concerning fireworks shall be grounds for revocation of a permit by the fire marshal. (Ord. CE 10-03-78B Exh. A (part); Ord. CE 04-01-63B Exh. A (part))

### **8.20.160 Fireworks—Emergencies—Restrictions on sale and use.**

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The fire marshal may prohibit the discharge of all fireworks during periods of extreme fire danger. (Ord. CE 10-03-78B Exh. A (part); Ord. CE 04-01-63B Exh. A (part))

### **8.20.170 Special effects for entertainment productions.**

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This chapter does not prohibit the assembling, compounding, use, and display of special effects by any person engaged in the production of motion pictures, radio, television productions or live entertainment when such use and display is a necessary part of the production and such person possesses a valid permit issued by the fire marshal. (Ord. CE 10-03-78B Exh. A (part); Ord. CE 04-01-63B Exh. A (part))

**8.20.180 Excluded from this chapter.**

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This chapter does not apply to the operation of railways, motor vehicles, vessels or other transportation means for signal purposes or illumination, the use of signals at athletic events, operations conducted by law enforcement and the military, and agricultural and wildlife fireworks. (Ord. CE 10-03-78B Exh. A (part); Ord. CE 04-01-63B Exh. A (part))

**8.20.190 Appeals.**

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Any person aggrieved by a decision of the fire marshal under this chapter may appeal the decision by filing an appeal in the Douglas County Superior Court and serving a copy of the appeal on the fire marshal within ten days after receipt of the fire marshal's decision. (Ord. CE 10-03-78B Exh. A (part); Ord. CE 04-01-63B Exh. A (part))

**8.20.200 Enforcement.**

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The fire marshal and the sheriff shall have the authority to enforce the provisions of this chapter. (Ord. CE 10-03-78B Exh. A (part); Ord. CE 04-01-63B Exh. A (part))

**8.20.210 Penalties.**

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Each violation of this chapter shall be punishable as a misdemeanor. (Ord. CE 10-03-78B Exh. A (part); Ord. CE 04-01-63B Exh. A (part))

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**The Douglas County Code is current through Ord. 15-09-17B, passed March 31, 2015, and Res. 14-01-50B, passed October 28, 2014.**

Disclaimer: The Clerk of the Board's Office has the official version of the Douglas County Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.



1993. Formerly 15.05.030)

**9.20.040 Application for public/private fireworks display.**

Applications for a permit to hold, conduct or operate a public/private display of fireworks other than on July 4th shall be made to the San Juan County fire marshal at least 10 days prior to the scheduled event. Applicants shall meet all qualifications and permit requirements of state law regarding public display of fireworks and all fire and safety requirements as set forth in the standards for public display per Chapter [70.77](#) RCW. Applicant shall provide a copy of any approved public display permit to the local fire department at least seven days prior to the public fireworks display event. (Ord. 14-2000 § 5; Ord. 100-1993. Formerly 15.05.040)

**9.20.050 Standards for public/private fireworks displays.**

All public/private fireworks displays shall conform to the following minimum standards and conditions:

A. All public/private fireworks displays must be planned, organized and discharged by a state of Washington licensed pyro-technician.

B. A permit must be obtained from the County and approved by the fire marshal or designee per SJCC [9.20.040](#) prior to any public/private display of fireworks. The permit shall include the name of the applicant; the applicant's address; the exact location, date and time of the proposed display; the number, type and class of fireworks to be displayed; the manner in which the fireworks are being stored prior to the display; and shall include the name and address of the insurance company providing the bond required and a photocopy of the policy per Chapter [70.77](#) RCW and SJCC [9.20.040](#).

C. A drawing shall be submitted to the fire marshal showing a plan view of the fireworks discharge site and the surrounding area within a 300-foot radius. The drawing shall include all structures, fences, barricades, streets, fields, streams and any other significant factors that may be subjected to ignition or that may inhibit firefighting capabilities.

D. When, at the discretion of the fire marshal or fire chief having jurisdiction, such requirement is necessary to preserve the public health, safety and welfare, the permit may require that a fire department pumper and a minimum of four trained fire-fighters shall be on site 30 minutes prior to and after the shooting of the event.

E. All combustible debris and trash shall be removed from the area of discharge for a distance of 300 feet in all directions.

F. All unfired or "dud" fireworks shall be disposed of in a safe manner.

G. A minimum of 20 gallons of water available for firefighting and one fire blanket shall be required to be at the fireworks discharge site.

H. The permit may be immediately revoked at any time deemed necessary by the fire marshal, fire chief, or designee due to any noncompliance, weather conditions, and/or period of extreme fire danger. The display may also be canceled by accidental ignition of any form of combustible or flammable material in the vicinity due to falling debris from the display.

I. Areas of public access shall be determined by the fire marshal or designee and maintained in an approved manner. (Ord. 14-2000 § 5; Ord. 100-1993. Formerly 15.05.050)

**9.20.060 Special effects for entertainment media.**

This chapter does not prohibit the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, theatricals or operas when such use and display is a necessary part of the production and such person possesses a valid permit issued by the County to purchase, possess, transport or use such fireworks, and

meets the requirements of SJCC [9.20.050](#)(A) through (D). (Ord. 14-2000 § 5; Ord. 100-1993. Formerly 15.05.060)

**9.20.070 Acts not prohibited – Signal purposes, forest protection, etc.**

This chapter does not prohibit the use of flares or fuses in connection with the operation of motor vehicles, motor or sail vessels, or other transportation agencies for signal purposes or illumination or for use in forest protection activities or those uses described in RCW [70.77.311](#). (Ord. 14-2000 § 5; Ord. 100-1993. Formerly 15.05.070)

**9.20.080 Prohibition due to extreme fire danger.**

During periods of extreme fire danger, the County fire marshal may prohibit the discharge of all fireworks. This decision will be based on consultation with the representatives of the fire districts/departments of the County. (Ord. 14-2000 § 5; Ord. 100-1993. Formerly 15.05.080)

**9.20.090 Applicability.**

The provisions of this chapter shall be applicable to the sale and use of all fireworks except toy paper caps containing not more than twenty-five hundredths grain of explosive compound for each cap and trick or novelty devices not classified as consumer fireworks. (Ord. 28-2008 § 4; Ord. 14-2000 § 5; Ord. 100-1993. Formerly 15.05.090)

**9.20.100 Chapter in connection with state law.**

This chapter is intended to augment Chapter [70.77](#) RCW, and shall be construed in connection with that law and any and all rules or regulations issued pursuant thereto. This chapter shall take effect June 29, 1994. (Ord. 14-2000 § 5; Ord. 100-1993. Formerly 15.05.100)

**9.20.110 Enforcement.**

The County sheriff, or his designee, is authorized to enforce all provisions of this chapter and, in addition to criminal sanctions or civil remedies, he may revoke any permit issued pursuant to this chapter upon any failure or refusal of the permittee to comply with the orders and directives of the marshal or designee. (Ord. 14-2000 § 5; Ord. 100-1993. Formerly 15.05.110)

**9.20.120 Penalty for violations.**

Any person violating or failing to comply with any provisions of this chapter is guilty of an infraction and subject to a fine of up to \$250.00. (Ord. 14-2000 § 5; Ord. 100-1993. Formerly 15.05.120)

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<sup>1</sup>Ordinance 28-2008 amends Chapter [9.20](#) SJCC. A referendum was filed on Ordinance 28-2008 and the ordinance was approved by the voters on November 2, 2010. Pursuant to RCW [70.77.250](#)(4) and Section 7 of Ordinance 28-2008, the ordinance becomes effective one year after adoption. The November 2, 2010, vote was certified on November 23, 2010, which is regarded as the date of adoption. Therefore, Ordinance 28-2008 is effective as of November 23, 2011.

Mobile Version

**From:** Jim Kamp  
**Sent:** Tuesday, July 21, 2015 4:01 PM  
**To:** Gene Brazel  
**Cc:** Geoffrey Thomas  
**Subject:** FW: Attached letter

Hello Gene

could you include this in any discussion we may have re fireworks?

Thank you

**Jim Kamp**  
**Councilmember, City of Monroe**  
(425) 315-5692

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**From:** Jack Houston  
**Sent:** Monday, July 20, 2015 4:39 PM  
**To:** Jim Kamp  
**Cc:** John Mathers; Wally Watkins; Andre' DeWald; Steve Martin; Marvin Anderson  
**Subject:** Attached letter

Greetings Brother Kamp,

Hope you are doing well, and having a great summer.

We have had a good year so far at Lodge, and things are going well.

Hope you can put my letter (attached) up before the Council for consideration.  
I am not sure about who would regulate or dictate what I have proposed.

It probably would not be popular with the Fireworks Companies, as they want every sale they can get.  
However, it is pure fact that 95% of our sales came (as usual) on the last 2 days.

Best Regards, and hope you can join us tomorrow evening for Lodge.. Jeans and t-shirt night. Burgers at 6PM.

Jack Houston

To: The City of Monroe, WA.

July 20, 2015

Attention: City Council Members

From: Jack Houston – Secretary of Sultan/Monroe Masonic Lodge

Subject: The Sale of Fireworks in the City of Monroe, WA.

Dear Council Members,

Our Masonic Lodge has been a non-profit organization raising funds for our various benevolent programs by selling fireworks for a commission with the TNT Company. We have done this for five years in a row in the City of Monroe.

Our Lodge members and their families support this by contributing time for 24 hours a day for 7 consecutive days. This year our tent was located in the Walmart parking lot, and our efforts resulted in very poor returns. We scheduled at least 4 people to volunteer during each shift when open, and a night watchman/volunteer for 12 hours when closed. In addition to those hours we spent perhaps 80 man/hours working on unpacking & setting up the merchandise, and another 80 man/hours packing and inventory work after we were closed for the year.

In all we invested a total of over 650 man/hours with a return of less than \$2/man-hour. We also had expenses related to the supply of power for lights and cash register etc.

We received our shipment on Saturday June 27<sup>th</sup>. Our Stand was allowed to open June 28<sup>th</sup> at Noon. We were open at 10 AM to 10 PM on June 29<sup>th</sup>, June 30<sup>th</sup>, July 1<sup>st</sup>, July 2<sup>nd</sup>, July 3<sup>rd</sup> and July 4<sup>th</sup>. We spent July 5<sup>th</sup> packing up and inventory work, and had a closing meeting on July 6<sup>th</sup> with TNT. In all, our commitment was for 10 days without considering planning time.

It is my understanding that the City of Monroe regulates and restricts the sale of fireworks with regard to the number of days they are allowed to sell fireworks. If not please pass this to whomever.

I would like to propose that the City of Monroe reduce the number of days they allow the sale of fireworks.. **from 7 days to 4 days**. Allow them to open July 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup>, & 4<sup>th</sup>.

### **Here is why.**

- 1.) Our experience during the last five years: the first 4 days we are open we do **almost no sales**. People just come to look and compare prices with Boom City on the Reservation.
- 2.) During 7 days, city officials must contend with inspecting each of a multitude of sales locations for those days. Do our safety officials have better things to do?
- 3.) Emergency response personnel deal with the exposure of these potentially hazardous amusements earlier than needed. Would reducing the days they are available help prevent accidents and injuries?
- 4.) Police responders deal with a 10 day exposure to possible theft and vandals at these outlets.
- 5.) Most of these stands are manned by inexperienced non-profit Volunteer retail help. Sales tax is not a factor. A shorter window for sales would actually increase the quality of our sales manpower.

Thank You for considering this proposal for a change in regulations for 2016. It would most likely not affect our total gross sales, but it would be easier to operate a 6 day commitment instead of 10. Please contact me for any related questions or direction in placing this before the proper official(s).  
Best Regards, Jack Houston - 425-879-8475



# MONROE CITY COUNCIL

## Agenda Bill No. 16-042

<b>SUBJECT:</b>	<b><i>Authorize Mayor to Sign Consultant Agreement for Main Street Program Request for Proposals (RFP)</i></b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
04/05/2016	Community Development	Dave Osaki	David Osaki	<b>New Business #1</b>

**Discussion:** 04/05/2016

**Attachments:** 1. Consultant Agreement

**REQUESTED ACTION:** Move to authorize the Mayor to sign the Consultant Agreement with BDS Planning & Urban Design for the Main Street Program RFP; and expressly authorize any further minor revisions as deemed necessary or appropriate.

### DESCRIPTION/BACKGROUND

The City of Monroe 2016 budget allocated \$25,000 for the purposes of hiring a consultant to evaluate the implementation of a Main Street Program in the City of Monroe.

A Request for Proposals (RFP) was issued for this purpose. Two firms responded. The firm selected is BDS Planning & Urban Design out of Seattle.

BDS Planning & Urban Design is particularly relevant to this project. The founder of BDS Planning, Brian Scott, was the staff leader of the Oregon Downtown Development Association for more than a decade during the mid-1980's-2000 period. In doing so, Mr. Scott has considerable experience with Main Street and similar organizations and evaluating elements of success.

BDS Planning & Planning also has a focus on implementation. It is not the intent of this effort to duplicate prior planning efforts (such as the Downtown Plan). This effort is intended to expressly evaluate organizational capacity, funding opportunities, and what implementation actions are needed to occur for a Main Street organization to be effective and successful. A short term (approximate 3 -5 years) Strategic Plan will be prepared to document this.

Funding will be a key element of the assessment. This will include identification of funding sources and the level of funding needed to accomplish objectives. How the City might or might not fit into this funding strategy will be reviewed.

Public involvement is also part of the effort and includes a stakeholder group that will meet several times and individual interviews (up to twelve). A presentation to the City Council (or at a public meeting) to present findings is also included in the Scope of Work.

Work is expected to last up to twenty to twenty-four weeks. Exhibits to the Consultant Agreement include the scope of work and charges for services.

### IMPACT – BUDGET

\$25,000 is included in the 2016 Budget.

**TIME CONSTRAINTS**

N/A

**ALTERNATIVES TO REQUESTED ACTION**

Council may choose not to approve the consultant agreement.

<b>CONSULTANT AGREEMENT</b>	
<b>PROJECT TITLE AND IDENTIFICATION NUMBER</b> <span style="float: right;">1</span>  <b>Downtown Revitalization Strategic Plan RFP 2016-02</b>	<b>WORK DESCRIPTION</b> <span style="float: right;">2</span>  * Background Research/Kick-off Meeting * Strategic Plan Issue Identification * Funding Analysis * Downtown Main Street Strategic Plan
<b>CONSULTANT</b> <span style="float: right;">3</span>  <b>BDS Planning &amp; Urban Design</b> <b>1932 1<sup>st</sup> Avenue, Suite 500</b> <b>Seattle, WA 97101</b>	<b>CONSULTANT CONTACT NAME, AND TELEPHONE NO.</b> <span style="float: right;">4</span>  <b>Brian Douglas Scott</b> <b>(206) 971-6030</b>
<b>FEDERAL I.D. NO.</b> <span style="float: right;">5</span>  <b>47-3407646</b>	<b>BUDGET OR FUNDING SOURCE</b> <span style="float: right;">6</span>  <b>002.000.000.558.71.41.00</b>
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b> <span style="float: right;">7</span>  <b>David Osaki</b> <b>City of Monroe</b> <b>806 West Main Street</b> <b>Monroe, WA 98272</b> <b>(360) 863-4544</b>	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b> <span style="float: right;">8</span>  <b>\$25,000.00</b>
<b>COMPLETION DATE</b> <span style="float: right;">9</span>  <b>December 31, 2016</b>	<span style="float: right;">10</span>  <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on March, 2016 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work

attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have

the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may

arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to

the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

D. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term “public records” shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or

handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and

regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF MONROE:



\_\_\_\_\_  
Geoffrey Thomas, City Mayor

By: BRIAN D. SCOTT

Title: PRINCIPAL

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Elizabeth M. Smoot, CMC, City Clerk

**EXHIBIT A**

**SCOPE OF WORK**

**Downtown Main Street Strategic Plan  
Scope of Work**

**TASK 1. Background Research/Kick off meeting\***

**A. Existing Document Review**

BDS Planning [“CONSULTANT”] shall review prior planning and other documents including the 2008 Downtown Master Plan, City of Monroe 2015-2035 Comprehensive Plan, and the Downtown Monroe Association’s three-year action plan to become informed of existing policy direction and other work accomplished to date.

Document review will ensure that there is no redundancy between the Downtown Main Street Strategic Plan and prior planning and/or work efforts.

**B. Kick-off meeting**

CONSULTANT shall conduct a project kick-off meeting with key stakeholders. Stakeholders will be identified by the City. The kick off meeting will present the Downtown Main Street Strategic Plan scope of work, project objectives and obtain general feedback.

The kick-off meeting will allow stakeholders to identify a project Steering Committee. The project Steering Committee will provide advice and assist on outreach during the Strategic Planning effort.

The kick-off meeting will include a tour of the downtown area.

**Task 1 Deliverables**

Brief written summary report of the kick off meeting, to include a list of Steering Committee members

**TASK 2 Strategic Plan Issue Identification\***

**A. Steering Committee Meetings - Steering Committee Launch & SWOT**

CONSULTANT will meet with the Steering Committee once per month on average, as needed during the course of the project.

The first Steering Committee meeting will review the downtown area's strengths, weaknesses, opportunities, and threats (SWOT), to also include a preliminary assessment of organizational capacity that exists or a Main Street program.

**B. Briefing Paper # 1 - Issues & Options**

CONSULTANT will summarize the SWOT analysis and key points from the Steering Committee meeting into an Issues & Options Briefing Paper. As practical, the SWOT analysis will be organized around the Main Street Four Point Approach principles.

The Issues & Options Briefing Paper will provide content sufficient for meaningful community conversations and serve as a tool to solicit additional stakeholder feedback. The Issues and Options Briefing Paper shall also include a preliminary evaluation of an appropriate geographical boundary for a Main Street organization in Monroe, which will be refined as the Strategic Plan process moves forward.

**C. Stakeholder Interviews & Focus Groups**

CONSULTANT will conduct interviews to gain a candid understanding of the issues surrounding the project, and options and obstacles to the successful implementation of a Downtown Main Street organization.

The interviews shall include:

- i) Up to twelve (12) confidential individual interviews; and,
- ii) Up to two (2) small focus groups interviews with key stakeholders (as identified by the City).

The individual interviews may be in person or by phone.

**D. Online Survey**

CONSULTANT will prepare an online survey to solicit feedback and opinions from a broad base of property and business owners, and potentially a wider resident audience. The survey shall be available in Spanish and English in order to reach both segments of downtown Monroe's audience.

**E. Briefing Paper #2 – Outreach Summary**

CONSULTANT shall compile findings from the individual interviews, focus group meetings and on-line survey into an Outreach Summary briefing paper.

#### **F. Steering Committee Meeting – Outreach Update**

CONSULTANT shall present the Outreach Summary Briefing Paper to the Steering Committee. Steering Committee members will provide feedback and direction to the CONSULTANT to analyze for potential strategic directions.

#### **G. Steering Committee Meeting (If necessary)**

CONSULTANT shall, at the City's discretion, conduct an additional Steering Committee meeting to assist in the Strategic Plan's preparation. This meeting may occur as early as Task 2, but may be deferred to Task 3 or Task 4.

#### **Task 2 Deliverables**

- Online Survey Preparation and Results.
- Meeting Plans, Agendas, and Minutes;
- Briefing Paper # 1 - Issues & Options
- Briefing Paper #2 - Outreach Summary

### **TASK 3. Funding Analysis\***

#### **A. Funding Options**

CONSULTANT shall identify probable primary and secondary funding mechanisms for a sustainable downtown Main Street organization. Potential options will include successful models used by similar downtown organizations around Washington and, to a lesser extent, Oregon.

The funding analysis will assess the most viable funding options for the success of a Main Street Program, including potential funding relationships to existing organizations, as applicable, and shall reflect the scope and scale for Monroe.

#### **B. Parking & Business Improvement Area (PBIA) Review**

As part of the Funding Options review, the CONSULTANT will evaluate the potential for a Parking & Business Improvement Area (PBIA) in accordance with RCW 35.87A.030. In conducting the PBIA analysis, the CONSULTANT shall consider an appropriate PBIA boundary, taking into account other geographical considerations for a downtown Main Street organization. Timing to form a PBIA shall be identified.

CONSULTANT will prepare a high-level evaluation & Property Metrics for a potential Parking & Business Improvement Area for properties located in downtown Monroe. The analysis will build on prior City analyses.

**C. Briefing Report #3 - Strategic Direction & Funding**

CONSULTANT shall prepare a Strategic Direction & Funding Briefing Report, to include consultant funding recommendations. The Strategic Direction & Funding Briefing Report will include identification of the most appropriate path to organizational and funding success, including funding risks, contingency recommendations and a three year budget.

**D. Steering Committee Meeting – Preliminary Plan Concept and Funding Review**

CONSULTANT shall meet with the Steering Committee to review the CONSULTANT’s preliminary recommendations for the Main Street Strategic Plan, to include the feasibility of short and long-term funding and organizational options. The stakeholder meeting will help align potential funding/budget to the scope of work envisioned for a Main Street organization, and identify funding gaps, if applicable.

**Task 3 Deliverables**

- PBIA Evaluation & Property Metrics (*Prior City Analysis to be provided to the CONSULTANT*).
- Briefing Report #3 - Strategic Direction & Funding, to include organizational alternatives, three year preliminary budget with contingency, risk identification and actions in the event certain funding options do not materialize at needed levels.

## **TASK 4. Downtown Main Street Strategic Plan\***

**A. Draft Downtown Main Street Strategic Plan**

A draft Downtown Main Street Strategic Plan will be circulated to stakeholders and the City for review.

**B. Final Downtown Main Street Strategic Plan**

CONSULTANT will, in coordination with the City, revise the draft Downtown Main Street Strategic Plan based on City and a review of stakeholder comments. A Final Downtown Main Street Strategic Plan will outline an action agenda and budget for the coming years.

**C. Presentation**

CONSULTANT will present the final plan to City Council and/or at a community meeting, as determined by the City.

**Task 4 Deliverables**

- Draft Downtown Main Street Strategic Plan
- Final Downtown Main Street Strategic Plan
- City Council or community presentation.

The draft and final Downtown Main Street Strategic Plan shall be provided to the City in an electronic version in a software format compatible with City software.

**\*Regular Project Check-ins**

CONSULTANT and City staff shall conduct regular phone calls (no less than monthly) to discuss project status, including preparing for Steering Committee meetings.

**EXHIBIT B**  
**COMPLETION SCHEDULE**

## Project Schedule

<b>Task*</b>	<b>Schedule in Weeks (from Notice to Proceed)</b>
<b>1. Background Research/Kick Off Meeting</b>	<b>Weeks 1-3</b>
<b>2. Strategic Plan Issue Identification</b>	<b>Weeks 3-12</b>
<b>3. Funding Analysis</b>	<b>Weeks 12-15</b>
<b>4. Downtown Main Street Strategic Plan</b>	<b>Weeks 15-20/24</b>
<b>TOTALS</b>	<b>20-24</b>

\*Regular Monthly Project Check to occur throughout Project.

**EXHIBIT C**  
**FEE SCHEDULE**

**Budget**

<b>Task*</b>	<b>Budget Estimate**</b>
<b>5. Background Research/Kick Off Meeting</b>	\$2,450 (Approx.. 10% of budget)
<b>6. Strategic Plan Issue Identification</b>	\$12,750 (Approx. 51% of budget)
<b>7. Funding Analysis</b>	\$4,725 (approx. 19% of budget)
<b>8. Downtown Main Street Strategic Plan</b>	\$5,050 (approx. 20% of budget)
<b>TOTALS</b>	<b>\$24,975***</b>

\*\* Budget includes incidental consultant costs (e.g. travel. copying of meeting materials; except that, the City shall be responsible for printing related to the final product.)

\*\*\* Costs within individual tasks may vary; however, the total costs shall not exceed \$25,000.

**EXHIBIT D**  
**SUBCONSULTANT LIST**

**N/A**

## EXHIBIT E

### MONROE CODE OF ETHICS

- 2.52.010 Purpose; construction.**
- 2.52.020 Definitions.**
- 2.52.030 Award of contracts prohibited.**
- 2.52.040 Board of ethics – Public officials.**
- 2.52.050 Miscellaneous provisions.**
- 2.52.060 Appeal – Penalties for violation.**

#### **2.52.010 Purpose; construction.**

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter.

#### **2.52.020 Definitions.**

The following words and phrases as used in this chapter shall, unless the context clearly indicates otherwise, have the following meanings:

A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.

B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC 2.52.040.

C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint.

#### **2.52.030 Award of contracts prohibited.**

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This subsection was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative.

## **2.52.040 Board of ethics – Public officials.**

There is hereby created a board of ethics for city of Monroe public officials. The purpose of this board is to issue advisory opinions on the provisions of this code of ethics and to review and report to the city council on any alleged violations of the code of ethics, all as set forth below. The board shall also provide recommendations on amendments to the ethics ordinance, as directed by the city council:

A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

The regular term of office for members of the board of ethics shall be three years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1st and end December 31st. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in 2004 and ending December 31, 2004; two members appointed for terms beginning upon their appointment and ending December 31, 2005; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2006. After expiration of the initial terms, subsequent appointees shall serve a regular three-year term.

The board shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for a period of one year, unless reelected.

A majority of the board of ethics shall constitute a quorum. The board shall meet as frequently as it deems necessary, or at the request of the mayor or a quorum of the city council. The board shall adopt procedures governing the conduct of its meetings, hearings and the issuance of opinions.

### **B. Specific Complaint against a Public Official.**

1. Any person may submit a written complaint to the mayor or city administrator alleging one or more violations of this ethics code by a public official. The allegation shall set forth specific facts with precision and detail, sufficient for a determination of sufficiency by the board. The complaint shall also set forth the specific sections and subsections of this code that the facts violate, and the reasons why. Complaints should be signed by the person or persons submitting them, include the submitter's correct name, address at which mail may be personally delivered to the submitter, and the telephone number at which the submitter may be contacted.

2. The mayor or his/her designee shall inform the public official and the council of the complaint and shall submit the complaint to the board for determination of sufficiency of the complaint within twenty-four hours of its receipt. Voicemail, email or similar notification of the defendant is acceptable if actual notice is not immediately practicable. A copy of the complaint shall also be sent to the defendant by registered mail within three days of receipt. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts which constitute a prima facie showing of a violation of a specified provision or provisions of this code. The purpose of requiring that the

complaint be sufficient is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous charges.

3. The complainant shall have the responsibility for proving the allegations in the complaint by a preponderance of the evidence.

4. Complaints shall be subject to a two-year statute of limitation. The limitations period shall commence from the date that information on completion of the alleged misconduct was reasonably available to the public.

5. Complaints may be amended as authorized by the decision-maker as justice requires; provided, that the timeframes of the review process provide the defendant with a fair opportunity to respond.

6. All public officials and employees, excluding the alleged violator, shall observe strict confidentiality as to the complaint and alleged violator until the review is complete, to the extent that the information is acquired as a result of a person's status as a public official or employee. Confidentiality after completion shall be maintained unless the complaint or finding is released through a public disclosure request filed with the city attorney. City officials and employees may divulge information to the extent necessary to defend against inaccurate or misleading public information about their involvement in the complaint review process. The ethics board and/or city council may divulge information to the extent necessary to correct any inaccurate or misleading public information about the complaint review process. Any person who violates this subsection shall not be subject to criminal penalties; however, a violation of this subsection may result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

8. The determination of sufficiency or insufficiency by the board is final and binding, and no administrative or other legal appeal is available. If the finding is one of sufficiency of the complaint, then the complaint shall be heard and reported as set forth below.

9. No report may be issued by the board, unless a person or entity complained against has had an opportunity to present information on his, her or its behalf at a hearing before the board.

10. A copy of the written report on sufficiency shall be delivered to the city council, person complained against, and the complaining party within ten days of conclusion of the hearing, unless a longer time period has been requested by the person

complained against, and has been approved by the board or unless a longer time period has been requested by the board and has been approved by the city council.

11. In the event the written report provides that the board has found sufficiency in the allegations against whom the complaint has been filed, the matter shall be referred for hearing to the city's hearings examiner unless the defendant requests the matter be heard by the ethics board. (Hearings examiners will be rotated from a rotational roster maintained by the city and shall be licensed and practicing attorneys who are not residents of the city.)

a. Hearings by a hearings examiner or the ethics board must be held within twenty days of a finding of sufficiency unless an extension is requested, or granted, by the defendant. The hearing must be concluded within ten days of commencement of the hearing unless extended by the request or agreement of the defendant.

b. Findings of fact and conclusions and opinion of the hearings examiner or the ethics board must be received by the council no later than seven days after the conclusion of the hearing.

c. The complainant or defendant may request a subpoena for documentary evidence or the attendance of witnesses by making a written application to the mayor describing in detail the subject matter of the proposed subpoena and an explanation of why such information is reasonably necessary in order to conduct the hearing. The subpoena may be issued in the event the mayor determines the subpoena request is reasonable, relevant to the complaint and within the subpoena power of the city. The request for a subpoena shall be submitted to the mayor within two business days after the determination of sufficiency and the mayor shall have two business days to issue a decision. In the event the mayor denies the request or the complaint alleges a violation of the ethics code by the mayor, the defendant or complainant may request a decision from the city council. City council review shall be scheduled for the next regular city council business meeting or study session, unless an earlier special meeting is available. The commencement of the hearing on the merits shall be delayed until five days after the council makes a decision on whether to issue a subpoena.

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.

d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

13. Proceedings by the board or the hearings examiner when they relate to action involving a person shall be made in executive session; however, upon request of the person involved, the proceeding shall be open to the public. The complaint, the determination of sufficiency or no sufficiency, and written report of the board or the hearings examiner shall be considered public records.

14. Action by the city council shall be by majority vote. If the proceeding involves a member of the city council, the member does not vote on any matter involving the member. As provided in RCW 35A.12.100, the mayor shall vote in the case of a tie, except if the action is against the mayor. Deliberation by the council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

15. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts, which constitute a prima facie showing of a violation of a specified provision or provisions of this code.

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

D. Board Unavailability—Hearing Examiner Authority. In the event the ethics board is unable to perform any function designated under this section due to lack of a quorum or other reason, such function shall instead be performed by the hearing examiner who shall be governed by the board's procedures.

#### **2.52.050 Miscellaneous provisions.**

The board of ethics shall also render written opinions concerning the applicability of the code of ethics to hypothetical circumstances or situations upon the request of the mayor or any councilmember. Requests for opinions from the public must be approved by either the mayor or a majority vote of council.

The city shall release copies of any written report resulting from a review of a complaint and any written censures or reprimands issued by the city council in response to public records requests as consistent with Chapter 42.56 RCW and any other applicable public disclosure laws.

The mayor shall provide staff, as he or she deems appropriate, to assist the board of ethics.

Board members shall be reimbursed by the city for reasonable expenses incurred in their exercise of the official business of the board, consistent with the expense reimbursement policies of the city.

The city clerk shall cause a copy of this code of ethics to be distributed to every public officer of the city within thirty days after enactment of the ordinance codified in this chapter. The ordinance codified in this chapter will also be made available on the city's Web page and hard copies will be made available upon request.

#### **2.52.060 Appeal – Penalties for violation.**

Appeal of a decision of the board of ethics that the code of ethics has been violated, or a decision of the city council as to an admonition, reprimand, censure, or removal, may be filed with the Snohomish County superior court, Washington State. Any person who files with the ethics board a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to criminal penalties, violators shall pay a civil penalty of five hundred dollars, or three times the economic value of anything received in violation of this chapter, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund.



# MONROE CITY COUNCIL

## Agenda Bill No. 16-044

<b>SUBJECT:</b>	<i>Ordinance No. 002/2016, Amending MMC 20.12, Transportation Impact Fees; First &amp; Final Reading</i>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
04/05/2016	Public Works	Brad Feilberg	Brad Feilberg	<b>Final Action #1</b>

**Discussion:** 03/22/2016; 04/05/2016

**Attachments:** 1. Ordinance No. 002/2016

**REQUESTED ACTION:** Move to adopt Ordinance No. 002/2016, an ordinance of the City of Monroe, Washington, amending Chapter 20.12 MMC, Transportation Impact Fees; clarifying the applicability of transportation impact fees to development activity involving changes of use; providing for severability; and establishing an effective date.

**DESCRIPTION/BACKGROUND**

In order to encourage the reoccupation of vacant buildings throughout Monroe, it is proposed to amend Chapter 20.12 of the Monroe Municipal Code. The amendment would no longer impose additional transportation impact fees when the use of an existing building is changed.

The proposed new language removes the change of use from the definition of “Development Activity” and prevents a loophole of starting a project with one use and then changing to a use with higher fees without paying the additional fees.

As the construction season is beginning, it is recommended that the code be amended by an emergency ordinance to become effective immediately upon passage. Following the passage of the emergency ordinance a public hearing must be held within sixty days.

Note: this item was presented for final action on March 22, 2016, through AB16-037. Not enough council members were in attendance to pass the emergency ordinance (five affirmative votes are required for passage and only four council members were in attendance); however, those in attendance were supportive of the amendments and requested this item be scheduled for action at the next regular business meeting.

**IMPACT – BUDGET**

No direct budget impact.

**TIME CONSTRAINTS**

N/A

**ALTERNATIVES TO REQUESTED ACTION**

Forward the proposal to the Planning Commission for consideration and recommendation to the City Council.

**CITY OF MONROE  
ORDINANCE NO. 002/2016**

AN INTERIM ORDINANCE OF THE CITY OF MONROE,  
WASHINGTON, AMENDING CHAPTER 20.12 MMC  
TRANSPORTATION IMPACT FEES; CLARIFYING THE  
APPLICABILITY OF TRANSPORTATION IMPACT FEES  
TO DEVELOPMENT ACTIVITY INVOLVING CHANGES OF  
USE; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Chapter 82.02 RCW, the City of Monroe has adopted and codified at Chapter 20.12 MMC standards and procedures for imposing transportation impact fees on development activity within the City in order to fund transportation system improvements necessary to serve such development; and

WHEREAS, the City Council desires to amend Chapter 20.12 MMC in order to clarify the applicability of the City's transportation impact fee to situations involving a change in land use; and

WHEREAS, the Council finds that the existing provisions in Chapter 20.12 MMC concerning changes of land use are potentially vague, and that a code amendment is immediately necessary in order to clarify the Council's legislative intent and to resolve potential uncertainties regarding the application and enforcement of said provisions.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE DO ORDAIN AS FOLLOWS:

Section 1. Amendment of MMC 20.12.030. Subsection 20.12.030(7) of the Monroe Municipal Code is hereby amended as follows:

7. "Development activity" means any construction or expansion of a building, structure, or use, ~~ANY CHANGE IN USE OF A BUILDING OR STRUCTURE, OR ANY CHANGE IN THE USE OF LAND,~~ that generates at least one p.m. peak hour trip of additional demand on and/or need for transportation facilities.

Section 2. Amendment of MMC 20.12.130. Subsection 20.12.130(D) of the Monroe Municipal Code is hereby amended as follows:

~~D. [FOR A CHANGE IN USE OF AN EXISTING BUILDING OR DWELLING UNIT, INCLUDING ANY ALTERATION, EXPANSION, REPLACEMENT, OR NEW ACCESSORY BUILDING, THE IMPACT FEE SHALL BE THE APPLICABLE IMPACT FEE FOR THE LAND USE CATEGORY OF THE NEW USE, LESS THE IMPACT FEE UNDER THE CURRENT RATE SCHEDULE OF THE PRIOR USE. IF NO IMPACT FEE WAS REQUIRED FOR THE PRIOR USE, THE IMPACT FEE FOR THE NEW USE SHALL BE REDUCED BY AN AMOUNT EQUAL TO THE CURRENT IMPACT FEE RATE FOR THE PRIOR~~

~~USE. THE "PRIOR USE" SHALL BE CONSTRUED AS THE LAST USE OF THE PROPERTY, EXCLUDING ANY INTERVENING PERIODS OF VACANCY EXCEPT AS FURTHER PROVIDED HEREIN. PROPERTIES THAT HAVE BEEN VACANT FOR FIVE YEARS OR MORE SHALL BE CONSIDERED VACANT FOR PURPOSES OF A CHANGE IN USE IMPACT FEE CALCULATION IF ANY IMPROVEMENTS ARE MADE TO THE PROPERTY THAT EXCEED FIFTY PERCENT OF THE VALUE OF EXISTING IMPROVEMENTS.]~~**Where (i) a certificate of occupancy has been issued for a use, and (ii) the impact fees for said use have been paid, and (iii) the land use category is subsequently changed before the underlying space is occupied, the applicant shall further remit payment for the impact fee amount that applies to the new land use category, less the amount of impact fee already paid.**

Section 3. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council hereby schedules a post-adoption public hearing on May 3, 2016, at 7:00 p.m. in order to take public testimony concerning the interim regulations set forth in Sections 1 and 2 above.

Section 4. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. Declaration of Emergency; Effective Date; Duration. Based upon the above recitals, the City Council hereby declares a public emergency requiring this ordinance to take effect immediately and shall remain effective for a period of three months unless renewed as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the City Council. The City Clerk is directed to publish a summary of this ordinance at the earliest possible date.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Adoption: April 5, 2016  
Published: April 12, 2016  
Effective: April 5, 2016

CITY OF MONROE, WASHINGTON:

(SEAL)

\_\_\_\_\_  
Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth M. Smoot, MMC, City Clerk

\_\_\_\_\_  
J. Zachary Lell, City Attorney



# MONROE THIS WEEK

Edition 13 April 1, 2016

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## Mayor

*Geoffrey Thomas*  
[gthomas@monroewa.gov](mailto:gthomas@monroewa.gov)

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## Councilmembers

*Patsy Cudaback*  
*Kevin Hanford*  
*Ed Davis*  
*Jason Gamble*  
*Jim Kamp*  
*Jeff Rasmussen*  
*Kirk Scarboro*  
[councilmembers@monroewa.gov](mailto:councilmembers@monroewa.gov)

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## City Hall

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

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## Appointment Openings

No Openings At This Time

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## Job Openings

*Maintenance Person II*  
*Public Works Maint. Worker II*  
*Senior Engineer – Development Review*  
*Senior Planner*

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## Events this Week

**04/02** *SVLL Jamboree, Rotary Field, 372 Sky River Pkwy, 9AM-5PM*

*Opening Night @ Evergreen Speedway, Evergreen Speedway, 6PM*

**04/05** *City Council Finance and Human Resources Committee Meeting, City Hall, 6PM*

*City Council Meeting, Council Chambers, City Hall, 7PM*

**04/07** *Lake Tye Park Skatepark Groundbreaking, Lake Tye Park, 4:30PM*

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](mailto:GThomas@MonroeWa.gov).

Yours in Service,

Mayor Geoffrey Thomas

## Be In The Know!

### Take the Next Step

Tuesday, March 29, 2016, I joined with Monroe Rotary to serve food at "Take the Next Step," a community resource center in town. About 40 or so people were served that evening. After serving the meal, I talked with someone about the challenges homeless individuals face. I truly appreciate everything agencies and non-profits in the Monroe area do to help people in need in our community.

### Snohomish and King County Cities Meet

Wednesday, March 30, 2016, I attended a joint meeting of the Snohomish County Cities organization and Suburban Cities Association (King County). These meetings are important networking opportunities to discuss and advance issues of shared concern. I met with and thanked a number of councilmembers and mayors of other cities as well as representatives from other organizations for their support to improve SR-522 in this last legislative session. During the meeting, five legislators responded to questions about the legislative session that just ended. The legislators seemed to agree the budget for the 2017 legislative session will be a difficult one to balance. They cited funding of Washington's education system as a significant budget issue.

## City of Monroe Year-to-Date Comparisons

*The following are year-to-date comparisons*

### Sales Tax Revenues

'15 to 3/31/15: \$973,181

'16 to 3/31/16: \$1,100,427

**UP \$127,246 or 13.08%**

### Real Estate Excise Tax

'15 to 3/31/15: \$159,109

'16 to 3/31/16: \$205,780

**UP \$46,671 or 29.33%**

### Lodging Tax Revenues

'15 to 3/31/15: \$10,441

'16 to 3/31/16: \$13,813

**UP \$3,371 or 32.29%**

### Business License Fees

'15 to 3/31/15: \$13,344

'16 to 3/31/16: \$14,221

**UP \$877 or 6.57%**

### Building Permit Revenues

'15 to 3/31/15: \$82,947

'16 to 3/31/16: \$85,216

**UP \$2,269 or 2.74%**

### Planning Fee Revenues

'15 to 3/31/15: \$9,090

'16 to 3/31/16: 7,625

**DOWN \$1,465 or -16.12%**

### New House Permits

'15 to 3/31/15: 21

'16 to 3/31/16: 19

**DOWN 2 units or 9.5%**

### Multi-Family Permits (# units)

'15 to 3/31/15: 13

'16 to 3/31/16: 4

**DOWN 9 units or 69.2%**

### Building Division Inspections

'15 to 3/31/15: 398

'16 to 3/31/16: 420

**UP 22 or 5.5%**

## Puget Sound Regional Council Meeting

Thursday, March 31, 2016, I attended the PSRC General Assembly meeting. Among a number of other functions, the PSRC awards grants for transportation and other capital projects. I thanked representatives at the meeting for their support to improve SR-522 in this last legislative session. PSRC received an update on the new regional economic strategy and setting economic strategy priorities. These are issues I will be working with as a Snohomish County Cities' representative on PSRC's Economic Development District.

## Lake Tye Skate Park

The much anticipated construction phase of Lake Tye Park skate park improvements is here! Grindline Skateparks will begin construction at the start of April 2016 with an anticipated completion of July 2016. You are invited to join us for a ground-breaking ceremony on Thursday, April 7, 2016 at 4:30 pm in front of the skate park.

The new skate park will be a significant improvement to Lake Tye. It will create a better facility for skateboarders to learn and improve their skills. Thank you to our Monroe City Councilmembers and the State of Washington for investing in this valuable community asset. During construction the skate park will be closed, however, adjacent park amenities such as the boat launch, lake-trail loop and beach area will remain open to the public. The total project cost is estimated at \$270,000, which includes \$120,000 in awarded funds through the Washington Wildlife and Recreation Program Grant.

## Egg Hunt

The City of Monroe had a very successful egg hunt again this year. The weather was absolutely beautiful and well over a thousand people showed up. THANK YOU to all our community partners who helped make this happen through their generous donations and volunteer support, city staff, and City Council. I look forward to next year's egg hunt... or shall we call it an egg scramble?

## Lake Tye Playground Maintenance

Parks and Recreation Department staff will be adding new safety-engineered wood surfacing and improving the underlying drainage system of the playground at Lake Tye Park this month. During this work, portions of the playground will be closed-off to use for your safety. We appreciate your patience and look forward to the benefits of the maintenance repair for this heavily-used play area.

## ***Council Updates!***

### **Downtown Parking**

Last week, City staff installed the new parking limit signs. If you are a resident in downtown, you may apply for a downtown resident parking permit by contacting City Hall at 360-794-7400. I have been contacted by two employees in downtown expressing concern about the parking time limit and will be talking with Council on April 5, 2016, about alternatives which could better accommodate the parking limit needs for downtown employees. Stay tuned for updates.

### **Fireworks**

Last year, Council requested the opportunity to discuss the City's fireworks regulations. After some discussion, Council requested that the issue be brought back for discussion in early 2016. The fireworks regulation is on Council's April 5, 2016, agenda for a presentation of the City's and State's fireworks regulations.

## ***Project Updates!***

### **Tjerne PI SE Extension Update**

Asphalt is being laid, sidewalks are going in, and the signal lights are working. The road is closer to being drivable!



# Puget Sound Regional Council



## General Assembly

Thursday, March 31, 2016 • 11:30 a.m. – 1:30 p.m.

Husky Stadium • Don James Center • 3800 Montlake Blvd. NE, Seattle, WA 98195

**Registration** – please register if you plan to attend at [www.psrc.org/about/boards/assembly](http://www.psrc.org/about/boards/assembly) or by contacting Sheila Rogers at (206) 464-5815. **Assembly members** – by registering if you plan to attend the meeting, it will help us to determine our quorum. The PSRC General Assembly includes all mayors, county executives, and council and commission members from member jurisdictions and tribes, and representatives of statutory members.

**11:30 a.m.** – Check-in begins for General Assembly ✓  
Sign-in at Registration Table and pick up a box lunch.

1. **12:00 p.m. Call to Order** – Mayor John Marchione, President ✓
  - Roll Call\* (by sign-in sheet—please sign in at Registration Table)
2. **Welcome** – Seattle Mayor Ed Murray ✓
3. **Public Comments** ✓
4. **Executive Director's Report** – Josh Brown, Executive Director ✓
5. **Consent Agenda**
  - Adoption of Minutes of PSRC Assembly Meeting held April 30, 2015\* ✓
6. **New Business**
  - a. Adoption of FY 2016-2017 Supplemental Biennial Budget and Work Program\* (ACTION) – Executive Dave Somers, Vice President ✓
  - b. Election of Officers - Report of the Nominating Committee\* (ACTION) – Executive Pat McCarthy, Chair ✓
7. **Regional Economic Strategy Launch**
  - Creating a New Regional Economic Strategy – Mayor John Marchione, President
  - Setting Regional Economic Strategy Priorities – Chris Mefford, Community Attributes, Inc.
8. **Honoring Washington State Representative Judy Clibborn**
9. **Other Business**
10. **1:30 p.m. Adjourn**

\* Supporting materials attached.

Board members please submit proposed amendments and materials prior to the meeting for distribution. Organizations/individuals may submit information for distribution. Send to Sheila Rogers, e-mail [srogers@psrc.org](mailto:srogers@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.

MEMORANDUM

March 21, 2016

**To:** PSRC General Assembly  
**From:** Mayor John Marchione, President  
**Subject:** General Assembly Voting

Attached is a list of the weighted votes for the General Assembly. The counties' and cities' votes are based on the State of Washington Office of Financial Management Final 2015 populations.

Voting at the General Assembly meeting is described in the Puget Sound Regional Council Interlocal Agreement, Section V.B.2:

***The General Assembly shall make decisions when a quorum is present, and on the basis of a weighted vote of the members, with the weight of each city and county jurisdiction vote as follows: total votes of all city and county jurisdictions within each county will be proportional to each county's share of the regional population. County government will be entitled to fifty (50) percent of their respective county's total vote. City and town votes will be based on their respective share of the total incorporated population of their county. Indian Tribe vote will be based on their respective share of the regions' population. The vote of statutory members shall be as prescribed in the applicable statute or as determined by the Executive Board where the applicable statute is silent on the matter of voting.***

As noted in Section 7 of the Regional Council's Bylaws, approval of the annual budget and work program, adoption or amendment of the regional growth management strategy and transportation plan, and amendments to the Bylaws require a roll-call vote and the affirmative vote of two-thirds (2/3) of those present. All other matters require a simple majority, with the manner of voting determined by the presiding officer; however, at the request of any two members, a roll call vote shall be taken.

For more information, please contact Diana Lauderbach, PSRC Chief Financial Officer, at (206) 464-5416 or email [dlauderbach@psrc.org](mailto:dlauderbach@psrc.org).

PUGET SOUND REGIONAL COUNCIL  
GENERAL ASSEMBLY WEIGHTED VOTES  
March 31, 2016

MEMBERS	Weighted Votes	MEMBERS	Weighted Votes
<b>UNINCORPORATED COUNTIES</b>		<b>CITY MEMBERSHIPS Cont.</b>	
King	261.17	Milton	1.69
Kitsap	33.37	Monroe	4.07
Pierce	106.98	Mountlake Terrace	4.88
Snohomish	96.78	Mukilteo	4.83
<b>TOTAL COUNTIES</b>	<b>498.30</b>	Newcastle	1.62
Algona	0.46	Normandy Park	0.95
Arlington	4.28	North Bend	0.95
Auburn	12.07	Orting	1.77
Bainbridge Island	9.05	Pacific	1.02
Beaux Arts	0.04	Port Orchard	5.23
Bellevue	19.95	Poulsbo	3.85
Black Diamond	0.62	Puyallup	9.43
Bonney Lake	4.72	Redmond	8.74
Bothell	7.74	Renton	14.55
Bremerton	15.25	Ruston	0.22
Buckley	1.08	Sammamish	7.39
Burien	7.21	SeaTac	4.09
Clyde Hill	0.45	Seattle	97.87
Covington	2.74	Shoreline	8.05
Darrington	0.31	Skykomish	0.03
Du Pont	2.24	Snohomish	2.17
Duvali	1.09	Snoqualmie	1.90
Eatonville	0.70	Stanwood	1.52
Edgewood	2.33	Steilacoom	1.48
Edmonds	9.36	Sultan	1.08
Enumclaw	1.65	Sumner	2.34
Everett	24.46	Tacoma	48.99
Federal Way	13.41	Tukwila	2.85
Fife	2.31	University Place	7.68
Fircrest	1.59	Woodinville	1.66
Gig Harbor	2.07	Woodway	0.31
Granite Falls	0.78	Yarrow Point	0.15
Hunts Point	0.06	<b>TOTAL CITIES</b>	<b>498.30</b>
Issaquah	4.93	<b>TRIBAL GOVERNMENT MEMBERS</b>	
Kenmore	3.18	The Suquamish Tribe	0.22
Kent	18.16	Muckelshoot Indian Tribal Council	0.71
Kirkland	12.33	Puyallup Tribe of Indians	2.47
Lake Forest Pk	1.89	<b>TOTAL TRIBAL GOV. MEMBERS</b>	<b>3.40</b>
Lake Stevens	6.91	<b>STATUTORY MEMBERS **</b>	
Lakewood	14.14	Port of Bremerton	3
Lynnwood	8.42	Port of Seattle	50
Maple Valley	3.65	Port of Tacoma	30
Marysville	14.83	Port of Everett	10
Medina	0.46	WSDOT	30
Mercer Island	3.47	WA Trans. Comm	30
Mill Creek	4.57	<b>TOTAL STATUTORY MEMBERS</b>	<b>153.00</b>
		<b>GRAND TOTAL</b>	<b>1153.00</b>

**Minutes  
General Assembly Meeting  
Puget Sound Regional Council  
Thursday, April 30, 2015  
Washington State Convention Center  
Seattle, Washington**

**Call to Order and Roll Call**

The meeting was called to order at 12:05 p.m. by Executive Pat McCarthy, President. She announced that a quorum was present. Attendance was determined by the signatures on the registration sheets, and registration check-in by staff, both included with the official copy of these minutes.

President McCarthy welcomed attendees to the 2015 General Assembly. She introduced the head table: Redmond Mayor John Marchione, PSRC Vice President and chair of the Operations Committee; Bellevue Mayor Claudia Balducci, Chair of the Transportation Policy Board; Poulsbo Councilmember Ed Stern, President of the Economic Development District; and Josh Brown, PSRC's executive director. She reported that Snohomish Councilmember Dave Somers, Chair of the Growth Management Policy Board was unable to attend.

**Public Comment**

There was none.

**President's Report**

Executive Pat McCarthy commented that "this has been an exceptional year to be in elected office and to serve as president of the Puget Sound Regional Council. For the first time in a decade, the legislature is close to passing a comprehensive transportation package. It potentially means an additional \$20 billion to invest in transportation in the region. I'm proud of the work this organization has done to encourage progress on a package.

"On the cover of our annual report, that theme is loud and clear: Calling for Action on Transportation.

"In the past year, PSRC's executive director Josh Brown and his team have had over 100 meetings with mayors, councilmembers and commissioners throughout the region. I'm sure some of you here today have met with him. He asked you about your community's top concerns and transportation was always at the top of the list. We heard about the urgent need to fund additional transportation resources to support a growing economy.

"We made sure that what we learned in those outreach meetings is influencing PSRC's work. PSRC conducted a survey of 1,500 voters in the region earlier this year. In an open-ended question, transportation was far and away their most important concern. It confirmed that the people you represent share that same sense of urgency on transportation.

"We made sure that legislators and others heard about the survey results -- and I know it made a difference. We also have shared a status report on transportation system performance with board members and legislators. It showed that our transportation system is increasingly fragile. As we've all experienced first-hand, one breakdown can reverberate throughout the system and cause a commuting nightmare. It's what I've been hearing and experiencing in my own county. Across the region, people are asking for transportation relief. We want our system to be safer and more reliable.

Commuters are hungry for more transit. We need to act now. Thank you for all of your work this year to carry the transportation message to your legislators.

"On top of our big push for action on a statewide transportation package, PSRC has been doing a lot of other important work that helps keep the region thriving. One of PSRC's key roles is to select transportation projects to receive federal funding. That money goes to projects that improve mobility and support the region's VISION 2040 growth strategy. In the last year, we awarded \$686 million to priority projects.

"We're also helping cities and counties implement VISION 2040 with new resources for local planning. PSRC staff is working closely with local city and county staff as they complete updates to their comprehensive plans.

"In December, the PSRC Executive Board approved a new regional growth center in my county - Downtown University Place. I think that center is going to play an important role in helping to accommodate growth in the South Sound and create an exceptional place to live and visit. And earlier this year, Issaquah asked PSRC to designate their commercial core as a regional growth center.

"In our economic development work, PSRC is working to strengthen the region's economic foundations and support industry clusters. We're continuing to leverage the Manufacturing Communities designation to bring in more federal grant dollars to grow aerospace manufacturing jobs in the region.

"PSRC also hosts the Regional Food Policy Council, which partners with agriculture, business, community groups and local governments to strengthen our regional food system. The council has a three-year action plan that focuses on supporting a strong food economy and improving access to healthy food for everyone.

"We completed an analysis of industrial lands in the region last month. This project took a look at whether the region has enough industrial land to accommodate economic growth. It's important because nearly a third of all jobs are located on industrial land and these tend to be higher paying jobs that we want to keep and grow.

"In July, we released a coal train study that looked at the economic effects of the proposed Gateway Pacific Terminal on the region. This was an outstanding study that helped us stay on top of changes that could impact our economy and communities throughout the Puget Sound region.

"Our data staff has been busy producing the data and forecasts we depend on for local and regional planning.

"We completed the Regional Travel Survey. More than 6,000 households participated. It is one way the region bases decisions about the future on how real people live around here. PSRC staff has also done a lot of work to develop advanced modeling tools to better predict future growth and travel.

"Those are just a few highlights from the past year. We hope you'll stay engaged in our work – there is so much more to come.

"One major event you won't want to miss is the US Open at Chambers Bay in June. We are looking forward to showcasing this phenomenal municipal golf course in University Place – which is publicly

owned by Pierce County. We hope it will give people from all over the country and world a chance to get acquainted with the South Sound. We invite all you golf fans and anyone else who wants to be a part of this event to join us in June.

Executive McCarthy then recognized members of PSRC's Executive Board, Operations Committee, Transportation Policy Board, Growth Management Policy Board, and Economic Development District Board and thanked them for helping to make this a great year.

She commented, "I deeply appreciate your contributions and for taking the time to attend our meetings and stay up to speed on these important regional issues. By working together at PSRC, we are making a difference and laying the foundation for a great future for this region. Thank you."

### **Consent Agenda**

Adoption of Minutes of PSRC Assembly Meeting held May 29, 2014

**ACTION: It was moved and seconded to adopt the minutes of the Puget Sound Regional Council Assembly meeting held May 29, 2014. The motion passed unanimously.**

### **New Business**

Adoption of FY 2016-2017 Biennial Budget and Work Program

Mayor John Marchione, Vice President; Chair, Operations Committee, reported that "the FY 2016-2017 Biennial Budget and Work Program was developed by the Operations Committee and has had an in-depth review by the Transportation Policy Board, Growth Management Board and Economic Development District Board and comes to the General Assembly, today, with a unanimous vote of support from the Executive Board."

Mayor Marchione thanked members of the Operations Committee for their dedication. He commented, "Over the past two years that I have served as Chair, the Operations Committee has worked tirelessly with PSRC staff to ensure our agency is well run. We have adopted new financial policies which seek to increase our reserves over time, we have been recognized with our third clean audit in a row, and we have sought to improve efficiencies such as reducing printing costs by over \$100,000 through the use of new technology such as the QR Codes at each of you tables that allow you to access our budget and work program.

"This budget document is a blueprint guiding PSRC's work over the next two years. It is a steady-state, balanced budget that supports PSRC's regional planning mission and builds the agency's reserves. The primary work for the next two years is summarized on our Integrated Planning Timeline and carries out our planning responsibilities in Growth Management, Transportation, Economic Development and Data Services."

Mayor Marchione provided a brief overview of the revenues and expenditures for the budget.

"Sixty-one percent of the Revenues come from our State & Federal grants, 16% from Local Funds, 20% are Carryover Funds. These funds come from grant work that began in the last biennium and will be continued in this biennium including funds for Transportation Futures, ongoing Federal Planning, and Federal Transit Administration 5307 funds. Finally, 3% Anticipated State and Federal Grants. Anticipated funds include highly likely revenue sources. The expenditures associated with these anticipated revenues will be shown in the budget as encumbered until the anticipated revenues are secured.

"Forty-four percent of the expenditures supports the salaries of our staff, 26% is for benefits, 16% for overhead, 7% for Consultants & Direct Costs, 2% is encumbered, and finally 5% is used for our

Reserve Fund. This budget includes a 4% increase in membership dues that will be used to build our reserve fund.

He concluded noting that copies of the budget summary and full budget are available on the table.

**ACTION: It was moved and seconded to: (1) Adopt the Proposed FY 2016-2017 Biennial Budget and Work Program recommended by the Executive Board on March 26, 2015, and (2) Adopt Resolution PSRC-A-2015-01 authorizing the submittal of the adopted Fiscal Years 2016-2017 Biennial Budget and Work Program to the appropriate federal and state funding agencies. The motion passed unanimously.**

Election of Officers – Report of the Nominating Committee

Executive Pat McCarthy, Chair, Nominating Committee, reported on the recommendations of the Nominating Committee. She first introduced the 2015 Nominating Committee members: King County Executive Dow Constantine, Kitsap County Commissioner Charlotte Garrido, Bremerton Mayor Patty Lent, Snohomish County Executive John Lovick, Steilacoom Mayor Ron Lucas, Port of Everett Commissioner Troy McClelland, Everett Mayor Ray Stephanson, and Kirkland Mayor Amy Walen.

She reported, “the Nominating Committee recommends our officers to be Redmond Mayor John Marchione as President, and Snohomish County Executive John Lovick as Vice President.”

**ACTION: It was moved and seconded to adopt the slate of officers presented by the Nominating Committee. The motion passed unanimously.**

Executive McCarthy then handed the gavel over to Mayor John Marchione, incoming President.

Mayor Marchione commented, “I’m honored to serve in the role of President of PSRC, and look forward to working together with Vice President Executive John Lovick.

He stated, “This is a crucial time for our region. More people are moving here, attracted by the strong economy. Forecasts show that we’re on track to go over the 4 million mark in 2016. These are positive trends, but it means we’re outgrowing the existing transportation system. It’s time to make a major investment for the future.

“As President of PSRC, I will work to support progress on transportation and look forward to engaging with all of you on this topic. By working together at the regional level, we can plan for growth in a way that preserves and enhances what makes this region such a great place to live.”

He then handed the microphone to Executive John Lovick, incoming Vice President.

Executive John Lovick commented, “I’ve learned a lot serving on the Executive Board. I look forward to working with you, Mayor Marchione, and certainly enjoyed working with the former chair. Thank you to the General Assembly for this opportunity and I pledge to do my absolute best to serve you.”

Mayor Marchione then presented Executive McCarthy with a plaque and recognized her for her outstanding leadership as President of PSRC for the past two years.

He commented, "PSRC is an organization that is known as a trusted source for regional planning and data and the place where people come together to collaborate on issues that matter to the future of our region. Pat, your leadership has helped us go to the next level."

**Special Presentation and Panel Discussion**

Sound Transit – Link Light Rail Update and Looking Ahead to ST3

Mayor Marchione introduced the topic commenting that "sometime early next year, light rail will open connecting downtown Seattle with Capitol Hill and the University of Washington. Future regional transit expansions will open between now and 2023. At the same time, the region is trying to build on this momentum to secure authorization from the legislature for Sound Transit 3."

Mayor Marchione welcomed and introduced panel members King County Executive Dow Constantine who serves as Chair of the Sound Transit Board; Tacoma Mayor Marilyn Strickland who serves as Vice Chair of Sound Transit and is a member of PSRC's Executive Board; and Edmonds Mayor Dave Earling who is a Sound Transit Board member. Panel members provided an update on Sound Transit's critical work they are doing on behalf of our region.

**Other Business**

There was no other business brought before the Assembly.

**Adjourn** -- The meeting adjourned at 1:30 p.m.

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ADOPTED by the Assembly this 31<sup>st</sup> date of March, 2016.

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Mayor John Marchione  
President, Puget Sound Regional Council

ATTEST:

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Josh Brown, Executive Director

(To listen to a recording of the meeting, please contact the PSRC Information Center at [info@psrc.org](mailto:info@psrc.org); 206-464-7532.)



**ACTION ITEM**

March 21, 2016

**To:** PSRC General Assembly  
**From:** Mayor John Marchione, President  
**Subject:** Adoption of FY 2016-2017 Supplemental Biennial Budget and Work Program

**IN BRIEF**

On Thursday, February 25, 2016, the Executive Board recommended the Supplemental Fiscal Years 2016-2017 Budget and Work Program for adoption by the General Assembly on March 31, 2016. The Proposed Supplemental Budget and Work Program, which can be viewed at <http://www.psrc.org/about/budget>, provides an overview of the agency's major work elements and describes the changes that are proposed since the last amendment to the budget.

**RECOMMENDED ACTION**

- 1. Adopt the FY2016-2017 Supplemental Biennial Budget and Work Program as recommended by the Executive Board.**
- 2. Adopt Resolution PSRC-A-2016-01 authorizing the submittal of the adopted Fiscal Year 2016-2017 Supplemental Biennial Budget and Work Program to the appropriate federal and state funding agencies.**

**BUDGET IMPACT**

The Proposed Supplemental Biennial Budget and Work Program FY2016-2017 is \$29.8 million, which is approximately \$2.4 million more than the September 2015 Amended Budget and Work Program for FY2016-2017.

**BACKGROUND**

The Puget Sound Regional Council is the federally designated Metropolitan Planning Organization and state designated Regional Transportation Planning Organization for the four-county area and has specific responsibilities under the Fixing Americas Surface Transportation (FAST) Act, Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), Clean Air Act (CAA), the state Growth Management Act (GMA) and the Interlocal Agreement approved by PSRC members.

PSRC is funded through a combination of federal and state grants and local funds. The federal grants traditionally make up nearly 80 percent of the funding, while state grants contribute about

5 percent. Local funds provide 15 percent and are used to match the state and federal grants, and also fund work not covered by federal and state grants.

The Operations Committee, which has primary responsibility for developing the annual Budget and Work Program, has had a number of briefings on the proposed Supplemental Budget and Work Program. The Executive Board, Transportation Policy Board, Growth Management Policy Board, Regional Staff Committee, and the Economic Development District Board were also given briefings on the proposed Supplemental Budget and Work Program during the month of January 2016. The Operations Committee prepared and presented this recommended Supplemental Budget and Work Program for presentation to the Executive Board for approval at their February 2016 meeting, where it was approved and recommended for adoption by the General Assembly.

If you have questions, please call Diana Lauderbach, PSRC Chief Financial Officer, at (206) 464-5416 or email [dlauderbach@psrc.org](mailto:dlauderbach@psrc.org).

Attachments:

Supplemental\_Budget\_Work\_Program\_Resolution

**RESOLUTION NO. PSRC-A-2016-01**

**A RESOLUTION of the Puget Sound Regional Council  
Authorizing Submittal of the Fiscal Years 2016-2017 Supplemental Biennial  
Budget and Work Program**

**WHEREAS**, the General Assembly of the Puget Sound Regional Council (PSRC), at its meeting on April 30, 2015, adopted the Biennial Budget and Work Program for Fiscal Years 2016-2017;

**WHEREAS**, that the Executive Director of the Puget Sound Regional Council is authorized to submit to the federal and state agencies the grant application to carry out the Supplemental Biennial Budget and Work Program, and all supporting information, including procedures to ensure compliance with the requirements of the U.S. Department of Transportation, the Economic Development Administration; the Federal Aviation Administration; the United States Geological Survey; and the Washington State Department of Transportation.

**NOW THEREFORE BE IT RESOLVED** that the Executive Director is designated as the authorized official to execute grant contracts on behalf of the Puget Sound Regional Council with the United States Department of Transportation, the Economic Development Administration; the Federal Aviation Administration; the United States Geological Survey; and the Washington State Department of Transportation in support of the adopted budget and work program; and

**BE IT FURTHER RESOLVED** that the Executive Director of PSRC is authorized to incur costs beginning on July 1, 2016, and receive planning monies from the federal and state agencies and local jurisdictions pursuant to the adopted Supplemental Biennial Budget and Work Program for Fiscal Years 2016-2017 for the Puget Sound Regional Council.

**ADOPTED** by the Assembly this 31<sup>st</sup> day of March, 2016.

\_\_\_\_\_  
John Marchione, Mayor  
City of Redmond  
President, Puget Sound Regional Council

ATTEST: \_\_\_\_\_  
Josh Brown, Executive Director

# Puget Sound Regional Council



## ACTION ITEM

March 21, 2016

**To:** PSRC General Assembly  
**From:** Executive Pat McCarthy, Chair, 2016 Nominating Committee  
**Subject:** Election of Officers

## IN BRIEF

The Nominating Committee will present its candidates for the offices of President and Vice President for the General Assembly's action on March 31, 2016. Additional candidates may be nominated at the Assembly meeting by any member.

## RECOMMENDED ACTION

**The General Assembly should adopt the slate of officers for President and Vice President presented by the Nominating Committee.**

## DISCUSSION

The Nominating Committee concluded its selection of candidates for PSRC President and Vice President by conference call on March 15. The committee was chaired by Pierce County Executive Pat McCarthy. Other Nominating Committee members included King County Executive Dow Constantine, Kitsap County Commissioner Charlotte Garrido, Bremerton Mayor Patty Lent, Steilacoom Mayor Ron Lucas, Port of Tacoma Commissioner Clare Petrich, Snohomish County Councilmember Terry Ryan, Everett Mayor Ray Stephanson, and Kirkland Mayor Amy Walen.

As noted in Article III, Section 2 of the Regional Council's Bylaws:

***"Elections: The President and Vice President of the Puget Sound Regional Council shall be elected by the General Assembly from the Executive Board membership, and shall not be from the same county. Nomination of candidates for the office of President and Vice President shall be presented annually to the General Assembly, at its first meeting of the calendar year, for the General Assembly's action."***

If you have questions, please contact Executive Pat McCarthy at (253) 798-6602 or email [pmccart@co.pierce.wa.us](mailto:pmccart@co.pierce.wa.us); or Mark Gulbranson at (206) 464-7524 or email [mgulbranson@psrc.org](mailto:mgulbranson@psrc.org).