

MONROE CITY COUNCIL

Regular Business Meeting
August 9, 2016, 7:00 P.M.

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

AGENDA

Call To Order

Roll Call

Pledge Of Allegiance

1. Mayor Thomas

Announcements And Presentations

1. Presentation: Snohomish County Councilmember H. Dunshee
2. Presentation: Proposed 2017 Legislative Priorities (Green Light Strategies)

Documents:

[20160809 AP2 2017 Legislative Priorities Presentation GLS.pdf](#)

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 3 minutes per speaker.**]

Consent Agenda

1. Approval of the Minutes; July 26, 2016, Regular Business Meeting

Documents:

[20160809 CA1 MCC Minutes 20160726.pdf](#)

2. Approval of Payroll Warrants and ACH Payments

Documents:

[20160809 CA2 AAA FORM PAYROLL WARR APPROVAL.pdf](#)

New Business

1. AB16-106: Approval of 2017 Legislative Priorities

Documents:

[AB16-106_2017 Legislative Priorities.pdf](#)

2. AB16-107: Authorize Mayor to Sign Consultant Agreement for Building Inspection and Building Plan Review Services with BHC Consultants

Documents:

[AB16-107_BldgInspection_PlnRvw_Consultant Agmt.pdf](#)

3. AB16-108: Ordinance No. 013/2016, Amending MMC 5.03, Admission Tax; First Reading

Documents:

[AB16-108_ORD 013 2016_Amending MMC 5.03_Admission Tax.pdf](#)

Councilmember Reports

1. City Council Legislative Affairs Committee (Councilmember Kamp)

Documents:

[20160809 CR1 LAAgenda080916.pdf](#)

2. Community Transit Board of Directors Meeting (Councilmember Cudaback)

Documents:

[20160809 CR2 CT BOD Agenda 080416.pdf](#)

3. Snohomish Health District Board of Directors (Councilmember Rasmussen)

**NOTE: Agendas available at -- <http://www.snohd.org/About-Us/Board-of-Health>.*

4. Snohomish County Tomorrow Steering Committee (Councilmember Kamp)

Documents:

[20160809 CR4 SCT SC Agenda 072716.pdf](#)

Staff/ Department Reports

1. Tract 999 Legal Services Update

Documents:

[20160809 DR1 Tract999Update.pdf](#)

2. Public Works Update

Documents:

[20160809 DR2 PW Report.pdf](#)

Mayor/ Administrative Reports

1. Monroe This Week (August 5, 2016, Edition No. 31)

Documents:

[20160809 MR1 Monroe This Week Edition 31.pdf](#)

2. Draft Agenda for August 16, 2016, Regular Business Meeting

Executive Session

If needed.

Adjournment

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

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

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



Green Light

s t r a t e g i e s

2017 Legislative Issues



Transportation

SR 522: Allow Connecting Washington transportation investment package funds allocated for SR522 pre-engineering and design to be available earlier, and allocate \$300,000 to perform practical design assessments of the SR522 Interchange and Widening projects.

US 2 Monroe Bypass Project: Fund Phase I of the project; including a two-lane limited access highway that extends SR522 north, a southbound on-ramp/off-ramp and northbound on-ramp at the SR522/US2 interchange, a roundabout at the north end of the SR522 extension and connect to Kelsey Street and Chain Lake Road.



2017 Legislative Issues



Capital Budget

Lake Tye Park Athletic Fields: Fund installation of all-weather multi-purpose fields for Lake Tye Park, for joint use by the City of Monroe Parks & Recreation Department and the Monroe School District.

Frontage Road-7/191st Extension: Construct Frontage Road-7 along the north side of the future US2 right-of-way connecting 191st to Chain Lake Road, providing secondary access and improve emergency response routes.



2017 Legislative Issues



Capital Budget

Infrastructure Funding: Restore the Public Works Trust Fund or identify new funding mechanisms to provide access to funding for the local infrastructure projects that solve problems and create jobs.

Quiet Zone Rail Crossings: Ensure sufficient state grant funds be made available for communities to install quiet zones that increase safety, reduce noise, and allow for higher rail speed and reduced wait times at crossings.



2017 Legislative Issues



Policy/Fiscal

Main Street Program Funding: Revitalize Washington communities and small downtown businesses struggling to return from the recession by expanding funding for the Main Street Program to allow all eligible cities to receive the minimum funding allowed.

Fiscal sustainability: Protect shared-revenue streams (Liquor revenues, Marijuana taxes, etc.) necessary for essential city services; and, programs cities rely upon (Basic Law Enforcement Academy, Municipal Services and Research Center, etc.).



2017 Legislative Issues



Policy/Fiscal

Emergency responsiveness: Help cities prepare for and address impacts of natural disasters and other emergencies.

Human services, homelessness and affordable housing: Enhance the provision of much needed human service programs to address issues that drive increased homelessness and public safety costs.



2017 Legislative Issues



Policy/Fiscal

Sharing of Marijuana Excise Tax (Per Capita Portion): Allow Marijuana Excise Tax distribution to all cities, as legalization is adversely impacting police services in all cities throughout the State.

Public records: Strengthen the Public Records Act in response to changing technology and burdensome requests.



2017 Legislative Priorities



Transportation

- **SR 522:** Complete SR 522 widening and interchange projects

Capital Budget

- **Lake Tye Park Athletic Fields:** Fund installation of all-weather multi-purpose fields

Policy/Fiscal

- **Main Street Program Funding:** Expand funding for the Main Street Program.
- **Fiscal sustainability:** Protect shared-revenue streams.





Green Light

s t r a t e g i e s

2017 DRAFT Legislative Issues

Transportation

SR 522: Allow Connecting Washington transportation investment package funds allocated for SR522 pre-engineering and design to be available earlier, and allocate \$300,000 to perform practical design assessments of the SR522 Interchange and Widening projects, in order to produce updated design concepts and accompanying design and construction estimates.

US 2 Monroe Bypass Project: Fund Phase I of the project; including a two-lane limited access highway that extends SR522 north, a southbound on-ramp/off-ramp and northbound on-ramp at the SR522/US2 interchange, a roundabout at the north end of the SR522 extension and connect to Kelsey Street and Chain Lake Road.

Capital Budget

Lake Tye Park Athletic Fields: Fund installation of all-weather multi-purpose fields for Lake Tye Park, for joint use by the City of Monroe Parks & Recreation Department and the Monroe School District.

Frontage Road-7/191st Extension: Construct Frontage Road-7 along the north side of the future US2 right-of-way connecting 191st to Chain Lake Road, providing secondary access and improve emergency response routes.

Infrastructure Funding: Restore the Public Works Trust Fund or identify new funding mechanisms to provide access to funding for the local infrastructure projects that solve problems and create jobs.

Quiet Zone Rail Crossings: Ensure sufficient state grant funds be made available for communities to install quiet zones that increase safety, reduce noise, and allow for higher rail speed and reduced wait times at crossings.

GFS/Policy Issues

Main Street Program Funding: Revitalize Washington communities and small downtown businesses struggling to return from the recession by expanding funding for the Main Street Program to allow all eligible cities to receive the minimum funding allowed.

Fiscal sustainability: Protect shared-revenue streams (Liquor revenues, Marijuana taxes, etc.) necessary for essential city services; and, programs cities rely upon (Basic Law Enforcement Academy, Municipal Services and Research Center, etc.).

Sharing of Marijuana Excise Tax (Per Capita Portion): Allow Marijuana Excise Tax distribution to all cities, as legalization is adversely impacting police services in all cities throughout the State.

Emergency responsiveness: Help cities prepare for and address impacts of natural disasters and other emergencies.

Public records: Strengthen the Public Records Act in response to changing technology and burdensome requests.

Human services, homelessness and affordable housing: Enhance the provision of much needed human service programs to address issues that drive increased homelessness and public safety costs.



CITY OF MONROE CITY COUNCIL

2017 LEGISLATIVE PRIORITIES

Transportation

SR 522: Allow Connecting Washington transportation investment package funds allocated for SR522 pre-engineering and design to be available earlier, and allocate \$300,000 to perform practical design assessments of the SR522 Interchange and Widening projects, in order to produce updated design concepts and accompanying design and construction estimates.

Capital Budget

Lake Tye Park Athletic Fields: Fund installation of all-weather multi-purpose fields for Lake Tye Park, for joint use by the City of Monroe Parks & Recreation Department and the Monroe School District.

Policy/Fiscal Issues

Main Street Program Funding: Revitalize Washington communities and small downtown businesses struggling to return from the recession by expanding funding for the Main Street Program to allow all eligible cities to receive the minimum funding allowed.

Fiscal sustainability: Protect shared-revenue streams (Liquor revenues, Marijuana taxes, etc.) necessary for essential city services; and, programs cities rely upon (Basic Law Enforcement Academy, Municipal Services and Research Center, etc.).

CALL TO ORDER, ROLL CALL AND PLEDGE

The July 26, 2016, Regular Business Meeting of the Monroe City Council was called to order by Mayor Geoffrey Thomas at 7:00 p.m.; Council Chambers, City Hall.

Councilmembers present: Cudaback, Davis, Gamble, Kamp, Rasmussen, and Scarboro.

Staff members present: Brazel, Farrell, Feilberg, Ginnard, Nelson, Osaki, Restall, Smoot, and Warthan.

The Pledge of Allegiance was led by Councilmember Gamble.

Mayor Thomas noted, without objection the excused absence of Councilmember Hanford. No objections were noted.

ANNOUNCEMENTS AND PRESENTATIONS

1. Presentation: Snohomish County Sheriff Ty Trenary

Snohomish County Sheriff Ty Trenary presented information on the following topics: illegal drug usage in Snohomish County, homelessness and mental illness correlation, jail overuse, human services programs, social worker assistance, crisis intervention training, and drug take-back program.

General discussion ensued regarding neighborhood programs, illegal drug usage in Snohomish County, development and facilitation of programs to address problems, and joint efforts by law enforcement agencies within Snohomish County.

COMMENTS FROM CITIZENS

The following persons spoke regarding Department Report No. 1: Blueberry Lane/ Kelsey Street Traffic Revisions: Mr. Lance Smith.

CONSENT AGENDA

1. Approval of the Minutes; July 19, 2016, Regular Business Meeting

Councilmember Rasmussen moved to approve the Consent Agenda; the motion was seconded by Councilmember Kamp. On vote,
Motion carried (6-0).

NEW BUSINESS

1. AB16-102: Award Bid and Authorize Mayor Pro Tem to Sign Construction Contract for 179th Avenue Sidewalk Project

Mayor Thomas noted a conflict of interest and exited the Council Chambers for discussion and action on the item.

Mr. Brad Feilberg, Public Works Director provided background information on AB16-102 and the 179th Avenue Sidewalk Project bid and contract.

Councilmember Rasmussen moved to award bid and authorize the Mayor Pro Tem to sign the construction contract for the 179th Avenue Sidewalk Project with Trinity Contractors, Inc.; and expressly authorize any further minor revisions as deemed necessary or appropriate; the motion was seconded by Councilmember Scarboro. On vote,

Motion carried (6-0).

2. AB16-103: Authorize Mayor Pro Tem to Sign Interlocal Agreement with Snohomish County, et al. Establishing Snohomish Regional Drug & Gang Task Force

Mayor Thomas noted a conflict of interest and exited the Council Chambers for discussion and action on the item.

Deputy Police Chief Ken Ginnard provided background information on AB16-103 and the proposed interlocal agreement with Snohomish County, et al. establishing the Snohomish Regional Drug and Gang Task Force.

Councilmember Rasmussen moved to authorize the Mayor Pro Tem to sign the Interlocal Agreement with Snohomish County, et. al. establishing the Snohomish Regional Drug and Gang Task Force; and expressly authorize any further minor revisions as deemed necessary or appropriate; the motion was seconded by Councilmember Gamble. On vote,

Motion carried (6-0).

FINAL ACTION

1. AB16-104: Authorize Mayor to Sign Outdoor Sculpture Services Agreement

Mr. Mike Farrell, Parks and Recreation Director, provided background information on AB16-104 and the proposed Outdoor Sculpture Services Agreement.

Councilmember Rasmussen moved to authorize the Mayor to sign the Sculpture Services Agreement with Artist Kevin Pettelle; and expressly authorize further minor revisions to the extent deemed necessary or appropriate; the motion was seconded by Councilmember Cudaback.

General discussion ensued regarding the sculpture design, base, and location.

On vote,

Motion carried (6-0).

2. AB16-105: Resolution No. 012/2016, Approving Iron Eagle Preliminary Plat

City Clerk Smoot reviewed the Appearance of Fairness Disclosures; the City Council provided no affirmative responses, and there were no challenges from parties of record.

Ms. Shana Restall, Senior Planner, provided background information on AB16-105, Resolution No. 012/2016, and the proposed preliminary plat.

Councilmember Kamp moved to approve Resolution No. 012/2016, adopting the Hearing Examiner's Finding of Fact, Conclusions of Law, Recommendations, and Conditions of Approval for Preliminary Plat (15-SDPL-0001) - Iron Eagle; the motion was seconded by Councilmember Davis.

General discussion ensued regarding designated schools to the preliminary plat.

On vote,

Motion carried (6-0).

COUNCILMEMBER REPORTS

1. Individual Reports

Councilmember Rasmussen commented on an E. Coli incident at a local school and Snohomish Health District response thereto, and the Seahawks Gatorade Sports Camp.

Councilmember Scarboro commented on the July Snohomish County Cities Dinner/Meeting.

STAFF/DEPARTMENT REPORTS

1. Blueberry Lane/Kelsey Street Traffic Revisions

Discussion ensued regarding action taken at the July 12, 2016, Council Meeting regarding traffic revisions at Blueberry Lane and Kelsey Street; including: comments received from citizens on the proposed revisions, traffic revision options, temporary versus long-term solutions, costs, and seeking input from traffic engineers.

Councilmember Kamp moved to provide direction to the Mayor and Staff to develop alternatives to improve safety and traffic at Blueberry Lane and Kelsey Street, and to hold on proceeding with installing the "c" curb and pork chop traffic revision concept that Council approved July 12, 2016; the motion was seconded by Councilmember Rasmussen. On vote,

Motion carried (6-0).

2. Utility Billing Adjustment Policy¹

Ms. Dianne Nelson, Finance Director, noted the Utility Billing Adjustment Policy provided in the packets; no proposed revisions have been made.

3. Land Sales Update²

Mr. Gene Brazel, City Administrator, provided an update on land sales, and noted the need for a contract for legal services to assist with the sale of Tract 999. General discussion ensued regarding the contract terms, scope, and rates.

Councilmember Cudaback moved to add an item to the agenda regarding a Professional Services Agreement with Veris Law Group PLLC for legal services related to the landfill property; the motion was seconded by Councilmember Scarboro. On vote,

Motion carried (6-0).

Councilmember Cudaback moved to authorize the Mayor to execute a Professional Services Agreement with Veris Law Group PLLC for legal services related to the landfill property in substantially the form presented to Council, together with such revisions that the Mayor may deem necessary or appropriate; the motion was seconded by Councilmember Rasmussen. On vote,

Motion carried (6-0).

Mr. Brazel stated he expects to have the finalized agreement within the next two weeks.

4. Individual Department Reports

Mr. Farrell reported on upcoming Parks and Recreation event and projects; including: music and movies in the park; wakeboard event at Lake Tye, National Night Out (August 2, 2016), Farm to Table Farmer's Market, and the Lake Tye Triathlon. General discussion ensued regarding ball return installation, skate park grand opening (August 13, 2016), and playground equipment.

Mr. Dave Osaki, Community Development Director, reported on a forthcoming community survey and Planning Commission activity.

Deputy Chief Ginnard invited all to attend the upcoming annual National Night Out Against Crime Event – Tuesday, August 2, 2016, Lake Tye Park, 5:00 to 8:00 p.m.

MAYOR/ADMINISTRATIVE REPORTS

1. Monroe This Week (*July 22, 2016, Edition No. 29*)

¹ CLERK'S NOTE: Item addressed out of order on the agenda at the time of the meeting.

² CLERK'S NOTE: Item addressed out of order on the agenda at the time of the meeting.

Mayor Thomas noted the inclusion of Monroe This Week, Edition No. 29, in the agenda packet, and reported on the following items: SCCIT Meeting, including discussion on US2 Trestle, SR522, and 2017 Snohomish County Regional Priorities.

2. Draft Agenda for August 9, 2016, Regular Business Meeting

Mr. Brazel reviewed the draft agenda for the August 9, 2016, Monroe City Council Regular Business Meeting, the extended agenda, and additions/edits thereto. Councilmember Cudaback noted she will be absent from the August 9, 2016, Council Meeting; and Councilmember Scarboro noted he will be in attendance at the August 16 and 23, 2016, Council Meetings.

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 (6-0).

MEETING ADJOURNED: 8:31 p.m.

Geoffrey Thomas, Mayor

Elizabeth M. Smoot, MMC, City Clerk

Minutes approved at the Regular Business Meeting of August 9, 2016.

PAYROLL WARRANT APPROVAL

MONTH OF PAYROLL: July-16

The following checks are approved for payment:

Date of Issue: 08/05/16

Voided

Check #'s From: 34833 **To:** 34861

Direct Deposit \$499,429.24
ACH AP Payments \$157,032.65

Total Monthly Payroll \$1,115,032.82

H S A Funding: \$0.00

WARRANT APPROVAL:

I, the undersigned, do hereby certify under the penalty of perjury, that the Payroll Checks are just, due and unpaid obligations against the City of Monroe, and that I am authorized to certify said claims in the amount of \$1,115,032.82 *on* 8/5/2016

Signed: _____
Mayor or Designee

Dated: _____



MONROE CITY COUNCIL

Agenda Bill No. 16-106

SUBJECT:	<i>Approval of 2017 Legislative Priorities</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
08/09/2016	Administration	Gene Brazel	Gene Brazel	New Business #1

Discussion – Council: 08/09/2016
Discussion – Committee: 06/14/2016; 07/12/2016

Attachments: 1. Proposed 2017 Legislative Priorities

REQUESTED ACTION: Move to approve the City of Monroe 2017 Legislative Priorities as presented.

DESCRIPTION/BACKGROUND

The City Council Legislative Affairs Committee has been working with the City's Lobbying Firm, Green Light Strategies, over the past few months to prepare the 2017 Legislative Priorities. Items have been compiled and discussed at the June and July Committee Meetings.

Green Light Strategies will present the proposed 2017 Legislative priorities during the Announcements and Presentations portion of the agenda on August 9, 2016. City Council will then have an opportunity to discuss and amend the priorities, as desired, prior to approval.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

N/A



CITY OF MONROE CITY COUNCIL

2017 LEGISLATIVE PRIORITIES

Transportation

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Policy/Fiscal Issues

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MONROE CITY COUNCIL

Agenda Bill No. 16-107

SUBJECT:	<i>Authorize Mayor to Sign Consultant Agreement for Building Inspection and Building Plan Review Services with BHC Consultants</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
08/09/2016	Community Development	Richard Karns	Dave Osaki	New Business #2

Discussion: 8/09/2016

Attachments: 1. Consultant Agreement (w/ Exhibits A-E) with BHC Consultants

REQUESTED ACTION: Move to authorize the Mayor to sign the Consultant Agreement for Building Inspection and Building Plan Review Services with BHC Consultants; and expressly authorize further minor revisions as deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

Building activity in 2016 has been considerably more active than prior years, including 2015. New housing construction, especially in new residential plats, large projects such as the Park Place Middle School modernization, code enforcement issues, attending developer meetings, and responding to other day to day customer inquiries has extended Building Division staffing resources.

As illustration, examples of building permit related activity for 2016 compared to 2015 include:

Metric	YTD thru July 2016	YTD thru July 2015	% Change 2015 to 2016
Building Permit Revenue	\$ 418,400+	\$ 205,800+	+103%
Building Permit Applications	Approx. 300 (through 7/26/16)	Approx. 192 (through 7/26/15)	+ 56.2%
Building Division Inspections	1,217	1,044	+ 16.6%

Building Division plan review and field inspections are performed by two employees - the Building Official and the Building Plans Examiner/Inspector.

The current level of development activity provides limited staffing capacity to adequately provide building plan review, building inspections and permit processing in the event of extended vacations or, especially, unanticipated absences (e.g. illnesses) that may occur.

With the ability to access outside inspection and/or plan review services, Building Division customer service operational policies, such as providing next day inspections (e.g. inspection provided the next working day from when it (the inspection) is requested), can be maintained.

To address this, a consultant agreement (*see Attachment 1*) for building inspection and building plan review services has been pursued. The firm selected through the City's Request for Proposals process is BHC Consultants. BHC Consultants has worked for the City of Monroe in this capacity in past years.

Exhibit A to the Consultant Agreement is the Scope of Work. *Exhibit C* is the Fee Schedule.

The attached consultant agreement with BHC would be effective until December 31, 2016, with provisions for up to two one-year extensions at the City's discretion (*see Exhibit B to the Consultant Agreement for Completion Schedule*).

IMPACT – BUDGET

The Community Development Department's 2016 budget has \$8,000 available for Building Division professional services.

TIME CONSTRAINTS

None specifically, except that development activity is most active during this time of the year and the consultant agreement allows the City to immediately access this resource if and when the need arises.

CONSULTANT AGREEMENT	
<p>PROJECT TITLE AND IDENTIFICATION NUMBER 1</p> <p>Building Plan Review and Inspection Services</p>	<p>WORK DESCRIPTION 2</p> <p>Building Plan Review and Inspection Services to be performed on an On-Call basis</p>
<p>CONSULTANT 3</p> <p>BHC Consultants 1601 Fifth Avenue Suite 500 Seattle, WA 98101</p>	<p>CONSULTANT CONTACT NAME, AND TELEPHONE NO. 4</p> <p>Mr. William Hill, CBO Director, Construction Code Compliance Office: 206-505-3400 Cell: 206-718-8331</p>
<p>FEDERAL I.D. NO. 5</p> <p>26 1363237</p>	<p>BUDGET OR FUNDING SOURCE 6</p> <p>001-000-559-30-41-09</p>
<p>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7</p> <p>Rick Karns, CBO Building Official City of Monroe 806 West Main Street Monroe, WA 98272 360-863-4553</p>	<p>MAXIMUM AMOUNT PAYABLE, IF ANY 8</p> <p>Per agreement fee schedule applies per Exhibit C</p>
<p>COMPLETION DATE 9</p> <p>August 2016 through December 2016 with an opportunity for two one year extensions upon City approval.</p>	<p style="text-align: right;">10</p> <p> <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed </p>

THIS AGREEMENT is entered into on August _____, 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: _____

Title: _____

ATTEST/AUTHENTICATED:

Elizabeth M. Smoot, MMC, City Clerk

EXHIBIT A

SCOPE OF WORK

Building Inspection Services

Consultant will provide a certified building inspector to perform the following services:

1. Upon authorization by the CLIENT, inspector will perform building inspection work for the Client.
2. As requested by the CLIENT, inspector shall be asked to perform one or more of the following inspection tasks:
 - a. non-structural fire and life safety inspections
 - b. structural inspections
 - c. energy code inspections
 - d. barrier free inspections
 - e. mechanical & plumbing inspections
3. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and energy code (WAC 51-11), and the applicable CLIENT Building Codes, except that inspector will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
4. Inspections will be done in accordance with adopted codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit. Copies will be given to the permit technician for entry into tracking software.
5. CLIENT shall guarantee a minimum of four (4) hours inspection work each day inspection services are provided.
6. Inspection services will be billed at the hourly rate identified in fee schedule

Inspection Request and Response Time:

BHC intends to provide inspections on a “regular” 24 hour call in notice. Same day “PM” inspection will be provided if inspector is available on that day or if BHC backup inspector is available for the afternoon. It should be encouraged for city staff to advise contractors prior to building inspection coverage by BHC that any critical inspections may be encourage to wait until regular inspector is back. If, however, this cannot be accommodated, BHC will respond within

all reasonable time expectations. BHC will immediately notify city staff in any event where it has been determined a called inspection time cannot be met.

BHC Consultants Building Plan Review Fees

These fees include the initial plan review plus one (1) rechecks. When substantial revisions occur, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule.

Plan Review Turn Around Times:

Initial plan review turnaround times will provided as follows:

- General tenant improvements 10 working days
(large projects may need longer and will be determined between staff and BHC)
- Commercial plumbing and mechanical 5 working days.
- New commercial 15 working days (large projects will be negotiated)
- Residential reviews (new SF) 10 working days (5 working days for rechecks)

Residential:

1. Single Family Dwellings will be charged at 70% of building plan review fee (complete review including structural, non-structural, mechanical, plumbing, State Energy.

Non-Residential:

1. Complete Plan Review

IBC Non-structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, IMC and/or UPC 60% of the building plan review fee.
(\$250 minimum)

2. Partial Review

IBC Non-structural Fire & Life Safety (including, fixture count sheet when valuation of such work is included in total permit valuation), State Energy and ADA OR -
IBC Structural ONLY 40% of the building plan review fee calculated. (\$150 minimum). This is a partial review and will generate fewer fees.

3. Mechanical / Plumbing (when permit for such work is issued separately from building permit and permit fee is based on fixture count sheet of such work separate from building permit.)

Reviews not included as part of a full building plan review (as defined above in item #1) will be charged at the hourly rates shown in the Labor Rate Schedule.

A The Consultant will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not complete, contact the applicant and the City with additional revision requests within the time frames specified above.

B The review time may be negotiated based on the number and complexity of projects to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control. During heavy workloads or schedule delays, the Consultant shall notify the City of revisions to estimated target dates.

Additional Services

1. Civil/Site plan reviews will be charged at the hourly rates shown in Labor Rate Schedule.
2. Preliminary plan review meetings to review code requirements will be charged at the hourly rates shown in Labor Rate Schedule.
3. Additional plan reviews beyond the initial and one (1) recheck will be charged at the hourly rates shown in Labor Rate Schedule.
4. Review of deferred submittals will be charged at the hourly rates shown in Labor Rate Schedule.
5. Revisions to plans that require additional plan review (beyond two rechecks) will be charged at the hourly rates shown in Labor Rate Schedule.
6. Attendance at meetings when requested by the CLIENT will be charged at the hourly rates shown in Labor Rate Schedule.
7. Fire Code, Fire Sprinkler, Fire Alarm plan reviews when requested by the CLIENT will be charged at the hourly rates shown in Labor Rate Schedule.
8. Mechanical and Plumbing plan reviews will be charged at the hourly rates shown in Labor Rate Schedule.

Reimbursable Expenses

The CLIENT will be billed for costs incurred by BHC Consultants associated with shipping building plans and documents to the CLIENT at actual cost plus 12%.

Mileage will be reimbursed at \$0.545/mile per current IRS rate.

EXHIBIT B
COMPLETION SCHEDULE

Agreement is scheduled for completion December 31, 2016 with an opportunity for two, one year upon City approval.

EXHIBIT C

FEE SCHEDULE

Hourly Labor Rates Schedule

Hourly Rates

Classification	Rate
Building Inspector	\$ 82
Electrical Inspector	\$ 92
Plan Checker I (hourly charges)	\$130
Plan Reviewer II - Structural	\$150
Civil/site plan review (P.E.)	\$120
Principal Consultant (Building Official)	\$140
Word Processor II	\$ 75

- Hourly rates shown are portal to portal from inspectors’ residence or the Seattle office whichever is less for on-call services. The minimum requirement of (4) hours will start at the less expensive “portal”.
- Consultant staff normal work days are Monday through Friday (8am - 5pm). Office work on Saturdays, Sundays or CLIENT Holidays will be performed on at specific request of the Building Official. Billing for work performed outside normal work hours and on Saturdays, Sundays or CLIENT Holidays shall be at 1 ½ times the rates shown above.
- This Schedule of Hourly rates is effective as of January 1, 2016. Rates are subject to annual review.

Overtime Services 50% of Above Rates Shown

EXHIBIT D

SUBCONSULTANT LIST

No Subconsultants will be utilized with this agreement.

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. 16-108

SUBJECT:	Ordinance No. 013/2016, Amending MMC 5.03, Admissions Tax; First Reading
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
08/09/2016	Administration	Gene Brazel	Gene Brazel	New Business #3

Discussion: 06/21/2016; 06/28/2016; 07/12/2016; 08/09/2016

First Reading: 08/09/2016

- Attachments:**
1. Proposed Ordinance No. 013/2016
 2. Existing Code with proposed changes redlined
 3. Proposed code (clean version)

REQUESTED ACTION: Move to accept as first reading Ordinance No. 013/2016, an ordinance of the City of Monroe, Washington, amending Monroe Municipal Code Chapter 5.03, Admissions Tax; updating and clarifying the taxable activities subject to said chapter; providing for severability; and establishing an effective date.

DESCRIPTION/BACKGROUND

The City Council discussed potential amendments to Monroe Municipal Code Chapter 5.03, Admissions Tax, in June and July 2016.

On July 12, 2016, a motion was passed directing the Mayor and Staff to prepare an ordinance revising the Admissions Tax code to define specific businesses to which Admissions Tax is applicable.

The proposed ordinance has been prepared with the assistance of the City Attorney to accomplish the requested action and include a general cleanup of this chapter; and presented for Council's consideration. The proposed amendments include:

1. Adding Section 5.03.005 Authority; construction per City Attorney.
2. Removing the definitions that are a recitation of RCW and replacing with a reference to the appropriate RCW.
3. Removing the exemptions from the definitions section.
4. Adding reference to MMC Chapter 5.48 for adult definitions.
5. Removed the vague "entertainment purposes" from the activities for which admissions taxes are levied.
6. Added an exemptions section for schools, non-profits, and community fund raising.
7. Replace Section 5.03.030 with Section 5.03.035 to cleanup language and remove unnecessary language.
8. Removed Section 5.03.050 as this is covered elsewhere in the Chapter.
9. General language cleanup by the City Attorney.

Proposed ordinance adoption timeline:

First Reading	August 9, 2016
Final reading/Adoption	August 16, 2016
Publication Date	August 23, 2016
Effective Date	August 29, 2016

IMPACT – BUDGET
N/A

TIME CONSTRAINTS
N/A

**CITY OF MONROE
ORDINANCE NO. 013/2016**

AN ORDINANCE OF THE CITY OF MONROE,
WASHINGTON, AMENDING MONROE MUNICIPAL CODE
CHAPTER 5.03, ADMISSIONS TAX; UPDATING AND
CLARIFYING THE TAXABLE ACTIVITIES SUBJECT TO
SAID CHAPTER; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, RCW 35.21.280 authorizes municipalities to impose an Admissions Tax; and

WHEREAS, the City Council adopted Monroe Municipal Code Chapter 5.03, Admissions Tax, through Ordinance No. 1095, on November 13, 1996, to establish an admissions tax for various activities in accordance with RCW 35.21.280; and

WHEREAS, MMC 5.03 was further amended through the passage of Ordinance No. 1166, amending taxes to be levied, and Ordinance No. 021/2013, to include arcades and video games; and

WHEREAS, it is the desire of the City Council to amend Chapter 5.03 MMC further in order to update and clarify the taxable events that are subject to said chapter.

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

Section 1. Amendment of Chapter 5.03 MMC. Chapter 5.03 Admissions Tax, of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

**CHAPTER 5.03
ADMISSION TAX**

Sections:

<u>5.03.005</u>	<u>Authority; construction.</u>
5.03.010	Definitions.
5.03.020	Admissions tax levied.
<u>5.03.025</u>	<u>Exemptions.</u>
5.03.030	[DETERMINATION OF AMOUNT AND PENALTIES]<u>Repealed.</u>
<u>5.03.035</u>	<u>Application and reporting.</u>
5.03.040	Collection – Remittance to finance director.
5.03.050	[APPLICATION AND REPORTING]<u>Repealed.</u>
5.03.060	Violations.
5.03.070	Severability.

5.03.005 Authority; construction.

The provisions of this chapter are adopted pursuant to RCW 35.21.280, and shall be reasonably construed in accordance with that statute.

5.03.010 Definitions.

~~["ADMISSION CHARGE," IN ADDITION TO ITS USUAL MEANING, SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:~~

~~A. A COVER CHARGE OR A CHARGE MADE FOR USE OF SEATS OR TABLES, RESERVED OR OTHERWISE, AND SIMILAR ACCOMMODATIONS.~~

~~B. A CHARGE MADE FOR RENTAL OR USE OF EQUIPMENT OR FACILITIES FOR PURPOSES OF ENTERTAINMENT OR AMUSEMENT AND, WHERE THE RENTAL OF THE EQUIPMENT OR FACILITIES IS NECESSARY TO THE ENJOYMENT OF THE PRIVILEGE FOR WHICH GENERAL ADMISSION IS CHARGED, THE COMBINED CHARGE SHALL BE CONSIDERED AS THE ADMISSION CHARGE.~~

~~C. A CHARGE MADE FOR ENTERTAINMENT ACTIVITIES OR ADMISSION TO ANY THEATER, DANCE HALL, CABARET, ADULT ENTERTAINMENT CABARET, GOLF COURSE, PRIVATE CLUB, AUDITORIUM, CIRCUS, SIDE SHOW, OUTDOOR AMUSEMENT PARK, ARCADE, OR ANY SIMILAR PLACE; AND INCLUDES EQUIPMENT TO WHICH PERSONS ARE ADMITTED FOR PURPOSES OF ENTERTAINMENT SUCH AS ARCADE AND VIDEO GAMES, MERRY-GO-ROUNDS, FERRIS WHEELS, DODGEMS, ROLLER COASTERS, GO-CARTS AND OTHER RIDES, WHETHER SUCH RIDES ARE RESTRICTED TO TRACKS OR NOT.~~

~~D. A SUM OF MONEY REFERRED TO AS A "DONATION" WHICH MUST BE PAID BEFORE ENTRANCE IS ALLOWED.~~

~~E. A CHARGE MADE FOR FOOD AND REFRESHMENT IN ANY PLACE WHERE FREE ENTERTAINMENT, RECREATION OR AMUSEMENT IS PROVIDED.~~

~~F. A CHARGE MADE FOR SEASON TICKETS OR SUBSCRIPTIONS FOR AN EVENT HELD IN THE CITY OF MONROE.~~

~~G. AUTOMOBILE PARKING CHARGES IF THE AMOUNT OF THE CHARGE IS DETERMINED ACCORDING TO THE NUMBER OF PASSENGERS IN THE AUTOMOBILE.~~

~~H. "ADMISSION CHARGE" DOES NOT INCLUDE PERSONS PAYING AN ADMISSION TO ANY ACTIVITY OF ANY ELEMENTARY OR SECONDARY SCHOOL. THIS INCLUDES A TAX ON PERSONS WHO ARE ADMITTED FREE OF CHARGE OR AT REDUCED RATES TO ANY PLACE FOR WHICH OTHER PERSONS PAY A CHARGE OR A REGULAR HIGHER CHARGE FOR THE SAME PRIVILEGES OR~~

~~ACCOMMODATIONS. THIS ADMISSION CHARGE DOES NOT APPLY TO BONA FIDE CHARITABLE ORGANIZATIONS AS DEFINED IN RCW 19.09.020, AND/OR SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR SPECIAL BENEFITS PERFORMANCES OFFERED AS A FUNDRAISER FOR THE COMMUNITY. EVIDENCE OF EXEMPT STATUS IS REQUIRED AND MUST BE SUBMITTED WITH APPLICATION.]~~

A. “Admission charge” shall be as defined in RCW 35.21.280, including any future amendments thereto.

B. “Adult arcade,” “adult booth,” and “nude model studio” shall have the meanings as defined in Chapter 5.48 MMC.

5.03.020 Admissions tax levied.

There is hereby levied a five percent tax **to be paid by the person who pays an admissions charge to any of the following places for which admission is charged:**

1. Theaters.

2. Motion picture theaters.

3. Dance halls.

4. Cabarets.

5. Adult arcades.

6. Adult booths.

7. Nude model studios.

8. Golf courses.

9. Private clubs.

10. Auditoriums.

11. Circuses.

12. Side shows.

13. Outdoor amusement parks.~~[OR SUCH OTHER AMOUNT AS MAY BE SET BY PERIODIC RESOLUTION ON ADMISSIONS FOR ENTERTAINMENT PURPOSES IN THE CITY OF MONROE. SUCH TAX IS TO CONTINUE INDEFINITELY OR UNTIL AMENDED OR REPEALED BY THE CITY COUNCIL.]~~

5.03.025 Exemptions.

A. The admissions tax does not apply to persons who pay an admissions charge with respect to the following:

- 1. The activities of any elementary or secondary school.**
- 2. The activities of any charitable organization as defined by RCW 19.09.020 or Section 501(c)(3) of the Internal Revenue Code.**
- 3. Any public facility of a public facility district under Chapters 35.57 RCW or 36.100 RCW for which a tax is imposed under RCW 35.57.100 or RCW 36.100.210, except as allowed by law.**
- 4. Any special benefit performances offered as a fundraiser for the community.**
- 5. Any activity that is exempt pursuant to state or federal law.**

B. Any person claiming exempt status under this chapter shall bear the burden of proof and shall provide appropriate documentation supporting such claim to the finance director.

5.03.030 [DETERMINATION OF AMOUNT AND PENALTIES]Repealed.

~~[A. THE TAX IMPOSED HEREUNDER SHALL BE COLLECTED AT THE TIME THE ADMISSION CHARGE IS PAID AND SUCH TAXES SHALL BE REMITTED BY THE PERSON COLLECTING THE TAX TO THE CITY OF MONROE FINANCE DIRECTOR IN MONTHLY REMITTANCES ON OR BEFORE THE LAST DAY OF THE MONTH SUCCEEDING THE END OF THE MONTHLY PERIOD IN WHICH THE TAX IS COLLECTED OR RECEIVED AND ACCOMPANIED BY SUCH REPORTS AS THE FINANCE DIRECTOR SHALL REQUIRE.~~

~~B. ANY PERSON RECEIVING ANY PAYMENT FOR ADMISSIONS SHALL MAKE OUT A RETURN UPON SUCH FORMS AND SETTING FORTH SUCH INFORMATION AS THE FINANCE DIRECTOR MAY REQUIRE, SHOWING THE AMOUNT OF THE TAX UPON ADMISSIONS FOR WHICH HE IS LIABLE FOR THE PRECEDING MONTHLY PERIOD, AND SHALL SIGN AND TRANSMIT THE SAME TO THE FINANCE DIRECTOR WITH A REMITTANCE FOR THE AMOUNT; PROVIDED, THAT THE FINANCE DIRECTOR MAY AT HIS/HER DISCRETION REQUIRE VERIFIED ANNUAL RETURNS FROM ANY PERSON RECEIVING ADMISSION PAYMENTS SETTING FORTH SUCH ADDITIONAL INFORMATION AS HE/SHE MAY DEEM NECESSARY TO DETERMINE CORRECTLY THE AMOUNT OF TAX COLLECTED AND PAYABLE.~~

~~C. IF THE RETURN PROVIDED FOR HEREIN IS NOT MADE AND TRANSMITTED AND THE TAX IS NOT COLLECTED AND REMITTED TO THE CITY BY THE LAST DAY OF THE MONTH SUCCEEDING THE END OF THE MONTH IN~~

~~WHICH THE TAX WAS COLLECTED, THE FINANCE DIRECTOR SHALL ADD A PENALTY OF TEN PERCENT, OR SUCH OTHER AMOUNT AS MAY BE SET BY PERIODIC RESOLUTION, OF THE TAX PER MONTH OR FRACTION THEREOF FOR EACH MONTH OVERDUE, WHICH SHALL BE ADDED TO THE AMOUNT OF THE TAX DUE, AND REMITTED IN THE SAME MANNER.~~

~~D. WHENEVER ANY THEATER, CIRCUS, SHOW, EXHIBITION, ENTERTAINMENT OR AMUSEMENT MAKES AN ADMISSION CHARGE WHICH IS SUBJECT TO THE TAX HEREIN LEVIED, AND THE SAME IS OF A TEMPORARY OR TRANSITORY NATURE OR THERE EXISTS A REASONABLE QUESTION OF FINANCIAL RESPONSIBILITY, OF WHICH THE FINANCE DIRECTOR SHALL BE THE JUDGE, MAY REQUIRE THE REPORT AND REMITTANCE OF THE ADMISSION TAX IMMEDIATELY UPON THE COLLECTION OF THE SAME, AT THE CONCLUSION OF THE PERFORMANCE OR EXHIBITION, OR AT THE CONCLUSION OF THE SERIES OF PERFORMANCES OR EXHIBITIONS.~~

~~E. EVERY PERSON LIABLE FOR THE COLLECTION AND PAYMENT OF THE TAX IMPOSED BY THIS CHAPTER SHALL KEEP AND PRESERVE FOR A PERIOD OF FIVE YEARS ALL UNUSED TICKETS, TICKET MANIFESTS, BOOKS AND ALL OTHER RECORDS FROM WHICH CAN BE DETERMINED THE AMOUNT OF ADMISSION TAX WHICH HE WAS LIABLE TO REMIT UNDER THE PROVISIONS OF THIS CHAPTER, AND ALL SUCH TICKETS, BOOKS AND RECORDS SHALL BE OPEN FOR EXAMINATION AND AUDIT AT ALL REASONABLE TIMES BY THE FINANCE DIRECTOR OR HIS DULY AUTHORIZED AGENT.]~~

5.03.035 Application and reporting.

A. Any person conducting or operating any place subject to the admissions tax shall procure from the city an annual certificate of registration, in the amount as may be set by periodic resolution, and said certificate of registration shall be posted in a conspicuous place where tickets of admission are sold or the taxable activity occurs. All certificates of registration shall expire on December 31st and shall not be prorated. Annual renewals will be provided without a fee if application therefore is received by March 1st of the following year; if an application is not received in this timely manner, the renewal fee will be as established by periodic City Council resolution.

B. The applicant for a certificate of registration shall furnish the finance director with the completed application, with the name and address of the owner, lessee or custodian of the premises upon which the taxable activity is to be conducted, and such owner, lessee or custodian shall be notified of the issuance of such certificate and of his/her joint liability for collection and remittance of such tax.

C. The finance director shall have the power to adopt rules and regulations, and to issue administrative interpretations, not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection and remittance of

the tax herein levied, and a copy of the rules, regulations and interpretations shall be on file and available for public examination in the finance director's office.

5.03.040 Collection – Remittance to finance director.

A. The tax imposed hereunder shall be collected at the time the admission charge is paid [~~AND SUCH TAXES SHALL BE REMITTED~~] by the person **receiving payment of said charge, and such person shall remit** the tax to the city of Monroe finance director in monthly remittances on or before the last day of the month succeeding the end of the monthly period in which the tax is collected or received and accompanied by such reports as the finance director shall require.

B. Any person receiving any payment for **an admissions charge** shall make out a return upon such forms and setting forth such information as the finance director may require, showing the amount of the tax upon admissions for which he/**she** is liable for the preceding monthly period, and shall sign and transmit the same to the finance director with a remittance for the amount; provided, that the finance director may at his/her discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he/she may deem necessary to determine correctly the amount of tax collected and payable.

C. If the return provided for herein is not made and transmitted and the tax is not collected and remitted to the city by the last day of the month succeeding the end of the month in which the tax was collected, the finance director shall add a penalty of ten percent, or such other amount as may be set by periodic **City Council** resolution, of the tax per month or fraction thereof for each month overdue, which shall be added to the amount of the tax due, and remitted in the same manner.

D. Whenever any **taxable activity**[~~THEATER, CIRCUS, SHOW, EXHIBITION, ENTERTAINMENT OR AMUSEMENT MAKES AN ADMISSION CHARGE WHICH IS SUBJECT TO THE TAX HEREIN LEVIED, AND THE SAME~~] is of a temporary or transitory nature or there exists a reasonable question of financial responsibility, of which the finance director shall be the judge, may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions.

E. Every person liable for the collection and **remittance**[~~PAYMENT~~] of the tax imposed by this chapter shall keep and preserve for a period of five years all unused tickets, ticket manifests, books and all other records from which can be determined the amount of admission tax which he/**she** was liable to remit under the provisions of this chapter, and all such tickets, books and records shall be open for examination and audit at all reasonable times by the finance director or his/**her designee**[~~DULY AUTHORIZED AGENT~~].

5.03.050 [APPLICATION AND REPORTING] Repealed.

~~A. ANY PERSON CONDUCTING OR OPERATING ANY PLACE FOR ENTRANCE TO WHICH AN ADMISSION CHARGE IS MADE SHALL PROCURE FROM THE CITY AN ANNUAL CERTIFICATE OF REGISTRATION, THE FEE FOR WHICH SHALL BE FIFTEEN DOLLARS OR SUCH OTHER AMOUNT AS MAY BE SET BY PERIODIC RESOLUTION, AND SHALL BE POSTED IN A CONSPICUOUS PLACE WHERE TICKETS OF ADMISSION ARE SOLD OR THE ACTIVITY OCCURS. ALL CERTIFICATES OF REGISTRATION SHALL EXPIRE ON DECEMBER 31ST AND SHALL NOT BE PRORATED. ANNUAL RENEWALS WILL BE PROVIDED WITHOUT A FEE IF APPLICATION IS RECEIVED BY MARCH 1ST OF THE FOLLOWING YEAR; IF NOT RECEIVED IN THIS TIMELY MANNER, THE RENEWAL FEE WILL BE THE SAME AS ESTABLISHED FOR AN INITIAL CERTIFICATE.~~

~~B. THE APPLICANT FOR A CERTIFICATE OF REGISTRATION SHALL FURNISH THE FINANCE DIRECTOR WITH THE COMPLETED APPLICATION, WITH THE NAME AND ADDRESS OF THE OWNER, LESSEE OR THE CUSTODIAN OF THE PREMISES UPON WHICH THE AMUSEMENT IS TO BE CONDUCTED, AND SUCH OWNER, LESSEE OR CUSTODIAN SHALL BE NOTIFIED OF THE ISSUANCE OF SUCH CERTIFICATE AND OF HIS JOINT LIABILITY FOR COLLECTION AND REMITTANCE OF SUCH TAX.~~

~~C. THE FINANCE DIRECTOR SHALL HAVE THE POWER TO ADOPT RULES AND REGULATIONS NOT INCONSISTENT WITH THE TERMS OF THIS CHAPTER FOR CARRYING OUT AND ENFORCING THE PAYMENT, COLLECTION AND REMITTANCE OF THE TAX HEREIN LEVIED, AND A COPY OF THE RULES AND REGULATIONS SHALL BE ON FILE AND AVAILABLE FOR PUBLIC EXAMINATION IN THE FINANCE DIRECTOR'S OFFICE.]~~

5.03.060 Violations.

A. Violation a Misdemeanor~~[AS PROVIDED BY STATE STATUTE]~~. Each violation of or failure to comply with the provisions of this chapter constitutes a separate offense and is a misdemeanor.

B. Collection of Tax by Civil Action. Any fee or tax due and unpaid and delinquent under this chapter and all penalties thereon may be collected **by the City** by civil action, which remedies shall be in addition to any and all other existing remedies **and/or penalties**.

C. Violators Designated. Any person who directly or indirectly performs or omits to perform any act in violation of this chapter, or aids or abets the same, whether present or absent, and every person who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such violation is and shall be **deemed** a principal **violation** under the terms of this chapter and may be proceeded against as such.

5.03.070 Severability.

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.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance 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 ordinance.

Section 3. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

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

First Reading: August 9, 2016
Adopted:
Published:
Effective:

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth M. Smoot, MMC, City Clerk

J. Zachary Lell, City Attorney

**Chapter 5.03
ADMISSIONS TAX**

Sections:

- [5.03.005](#) ~~Authority; construction~~
- [5.03.010](#) Definitions.
- [5.03.020](#) Admissions tax levied.
- [5.03.030](#) ~~Determination of amount and penalties. Repealed.~~
- [5.03.035](#) ~~Application and reporting~~
- [5.03.040](#) Collection – Remittance to finance director.
- [5.03.050](#) ~~Application and reporting. Repealed.~~
- [5.03.060](#) Violations.
- [5.03.070](#) Severability.

5.03.005 Authority; construction

The provisions of this chapter are adopted pursuant to RCW 35.21.280, and shall be reasonably construed in accordance with that statute.

5.03.010 Definitions.

~~“Admission charge,” in addition to its usual meaning, shall include but not be limited to the following:~~

~~A.—A cover charge or a charge made for use of seats or tables, reserved or otherwise, and similar accommodations.~~

~~B.—A charge made for rental or use of equipment or facilities for purposes of entertainment or amusement and, where the rental of the equipment or facilities is necessary to the enjoyment of the privilege for which general admission is charged, the combined charge shall be considered as the admission charge.~~

~~C.—A charge made for entertainment activities or admission to any theater, dance hall, cabaret, adult entertainment cabaret, golf course, private club, auditorium, circus, side show, outdoor amusement park, arcade, or any similar place; and includes equipment to which persons are admitted for purposes of entertainment such as arcade and video~~

~~games, merry-go-rounds, ferris wheels, dodgems, roller coasters, go-carts and other rides, whether such rides are restricted to tracks or not.~~

~~D. — A sum of money referred to as a “donation” which must be paid before entrance is allowed.~~

~~E. — A charge made for food and refreshment in any place where free entertainment, recreation or amusement is provided.~~

~~F. — A charge made for season tickets or subscriptions for an event held in the city of Monroe.~~

~~G. — Automobile parking charges if the amount of the charge is determined according to the number of passengers in the automobile.~~

~~H. — “Admission charge” does not include persons paying an admission to any activity of any elementary or secondary school. This includes a tax on persons who are admitted free of charge or at reduced rates to any place for which other persons pay a charge or a regular higher charge for the same privileges or accommodations. This admission charge does not apply to bona fide charitable organizations as defined in RCW 19.09.020, and/or Section 501(c)(3) of the Internal Revenue Code; or special benefits performances offered as a fundraiser for the community. Evidence of exempt status is required and must be submitted with application.~~

~~A.. “Admission charge” shall be as defined in RCW 35.21.280.~~

~~B. ““Adult arcade”, adult booth”, “nude model studio” shall have the meaning as defined in Chapter 5.48 of the Monroe Municipal Code.~~

5.03.020 Admissions tax levied.

~~There is hereby levied a five percent tax, or such other amount as may be set by periodic resolution to be paid by the person who pays an admissions charge to any of the following places for which admission is charged:~~

- ~~1. Theaters.~~
- ~~2. Motion picture theaters.~~

- 3. Dance halls.
- 4. Cabarets.
- 5. Adult arcades.
- 6. Adult booths.
- 7. Nude model studios.
- 8. Golf courses.
- 9. Private clubs.
- 10. Auditoriums.
- 11. Circuses.
- 12. Side shows.
- 13. Outdoor amusement parks. ~~on admissions for entertainment purposes in the city of Monroe. Such tax is to continue indefinitely or until amended or repealed by the city council.~~

5.03.025 Exemptions

A. The admissions tax does not apply to persons who pay admissions charge with respect to the following:

- 1. The activities of any elementary or secondary school.
- 2. The activities of any charitable organization as defined by RCW 19.09.020 or Section 501(c)(3) of the Internal Revenue Code.
- 3. Any special benefit performances offered as a fundraiser for the community.
- 4. Any activity that is exempt pursuant to state or federal law.

B. Any person claiming exempt status under this chapter shall bear the burden of proof and shall provide appropriate documentation supporting such claim to the finance director.

5.03.030 Determination of amount and penalties. Repealed

~~A. The tax hereby imposed shall be in the amount of five percent or such other amount as may be set by periodic resolution, on each admission or entertainment charge.~~

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~~B.—Cabarets and Similar Places. The admission charge to any cabaret, adult entertainment cabaret, private club conducting cabaret activities, or any similar place of entertainment is deemed to be the total amount charged as an admission charge, a cover charge, and/or a charge made for the use of seats and tables reserved or otherwise, and other similar accommodations. A minimum drink or participation cost in lieu of a cover charge is deemed a taxable event.~~

~~C.—Signs Posted. Whenever a charge is made for admission to any place, a sign shall be posted in a conspicuous place on the entrance or ticket office stating that a five percent, or such other amount as may be set by periodic resolution, city admission tax is included in the admission charge.~~

5.03.035 Application and reporting.

A. Any person conducting or operating any place subject to the admissions tax shall procure from the city an annual certificate of registration, in the amount as may be set by periodic resolution, and said certificate of registration shall be posted in a conspicuous place where tickets of admission are sold or the taxable activity occurs. All certificates of registration shall expire on December 31st and shall not be prorated. Annual renewals will be provided without a fee if application is received by March 1st of the following year; if not received in this timely manner, the renewal fee will be as established by periodic City Council resolution.

B. The applicant for a certificate of registration shall furnish the finance director with the completed application, with the name and address of the owner, lessee or the custodian of the premises upon which the taxable activity is to be conducted, and such owner, lessee or custodian shall be notified of the issuance of such certificate and of his/her joint liability for collection and remittance of such tax.

C. The finance director shall have the power to adopt rules and regulations, and to issue administrative interpretations, not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection and remittance of the tax herein levied, and a copy of the rules, regulations and interpretations shall be on file and available for public examination in the finance director's office.

5.03.040 Collection – Remittance to finance director.

- A. The tax imposed hereunder shall be collected at the time the admission charge is paid ~~and such taxes shall be remitted~~ by the person receiving payment of said charge, ~~and such person shall remit collecting~~ the tax to the city of Monroe finance director in monthly remittances on or before the last day of the month succeeding the end of the monthly period in which the tax is collected or received and accompanied by such reports as the finance director shall require.
- B. Any person receiving any payment for an admissions charge shall make out a return upon such forms and setting forth such information as the finance director may require, showing the amount of the tax upon admissions for which he/she is liable for the preceding monthly period, and shall sign and transmit the same to the finance director with a remittance for the amount; provided, that the finance director may at his/her discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he/she may deem necessary to determine correctly the amount of tax collected and payable.
- C. If the return provided for herein is not made and transmitted and the tax is not collected and remitted to the city by the last day of the month succeeding the end of the month in which the tax was collected, the finance director shall add a penalty of ten percent, or such other amount as may be set by periodic City Council resolution, of the tax per month or fraction thereof for each month overdue, which shall be added to the amount of the tax due, and remitted in the same manner.
- D. Whenever any ~~theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same~~ taxable activity is of a temporary or transitory nature or there exists a reasonable question of financial responsibility, of which the finance director shall be the judge, may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions.
- E. Every person liable for the collection and ~~payment remittance~~ of the tax imposed by this chapter shall keep and preserve for a period of five years all unused tickets, ticket manifests, books and all other records from which can be determined the amount

of admission tax which he/she was liable to remit under the provisions of this chapter, and all such tickets, books and records shall be open for examination and audit at all reasonable times by the finance director or his/her designee ~~duly authorized agent~~.

5.03.050 Application and reporting. ~~Repealed~~

~~A.—Any person conducting or operating any place for entrance to which an admission charge is made shall procure from the city an annual certificate of registration, the fee for which shall be fifteen dollars or such other amount as may be set by periodic resolution, and shall be posted in a conspicuous place where tickets of admission are sold or the activity occurs. All certificates of registration shall expire on December 31st and shall not be prorated. Annual renewals will be provided without a fee if application is received by March 1st of the following year; if not received in this timely manner, the renewal fee will be the same as established for an initial certificate.~~

~~B.—The applicant for a certificate of registration shall furnish the finance director with the completed application, with the name and address of the owner, lessee or the custodian of the premises upon which the amusement is to be conducted, and such owner, lessee or custodian shall be notified of the issuance of such certificate and of his joint liability for collection and remittance of such tax.~~

~~C.—The finance director shall have the power to adopt rules and regulations not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection and remittance of the tax herein levied, and a copy of the rules and regulations shall be on file and available for public examination in the finance director's office. (Ord. 1095, 1996)~~

5.03.060 Violations.

A. Violation a Misdemeanor ~~as Provided by State Statute~~. Each violation of or failure to comply with the provisions of this chapter constitutes a separate offense and is a misdemeanor.

B. Collection of Tax by Civil Action. Any fee or tax due and unpaid and delinquent under this chapter and all penalties thereon may be collected by the City by civil action, which remedies shall be in addition to any and all other existing remedies and/or penalties.

C. Violators Designated. Any person who directly or indirectly performs or omits to perform any act in violation of this chapter, or aids or abets the same, whether present or absent, and every person who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such violation is and shall be deemed a principal violation under the terms of this chapter and may be proceeded against as such.

5.03.070 Severability.

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.

**CHAPTER 5.03
ADMISSION TAX**

Sections:

5.03.005	Authority; construction.
5.03.010	Definitions.
5.03.020	Admissions tax levied.
5.03.025	Exemptions.
5.03.030	<i>Repealed.</i>
5.03.035	Application and reporting.
5.03.040	Collection – Remittance to finance director.
5.03.050	<i>Repealed.</i>
5.03.060	Violations.
5.03.070	Severability.

5.03.005 Authority; construction.

The provisions of this chapter are adopted pursuant to RCW 35.21.280, and shall be reasonably construed in accordance with that statute.

5.03.010 Definitions.

A. “Admission charge” shall be as defined in RCW 35.21.280, including any future amendments thereto.

B. “Adult arcade,” “adult booth,” and “nude model studio” shall have the meanings as defined in Chapter 5.48 MMC.

5.03.020 Admissions tax levied.

There is hereby levied a five percent tax to be paid by the person who pays an admissions charge to any of the following places for which admission is charged:

1. Theaters.
2. Motion picture theaters.
3. Dance halls.
4. Cabarets.
5. Adult arcades.
6. Adult booths.
7. Nude model studios.
8. Golf courses.
9. Private clubs.
10. Auditoriums.
11. Circuses.
12. Side shows.
13. Outdoor amusement parks.

5.03.025 Exemptions.

A. The admissions tax does not apply to persons who pay an admissions charge with respect to the following:

1. The activities of any elementary or secondary school.
2. The activities of any charitable organization as defined by RCW 19.09.020 or Section 501(c)(3) of the Internal Revenue Code.
3. Any public facility of a public facility district under Chapters 35.57 RCW or 36.100 RCW for which a tax is imposed under RCW 35.57.100 or RCW 36.100.210, except as allowed by law.
4. Any special benefit performances offered as a fundraiser for the community.
5. Any activity that is exempt pursuant to state or federal law.

B. Any person claiming exempt status under this chapter shall bear the burden of proof and shall provide appropriate documentation supporting such claim to the finance director.

5.03.030 *Repealed.*

5.03.035 Application and reporting.

A. Any person conducting or operating any place subject to the admissions tax shall procure from the city an annual certificate of registration, in the amount as may be set by periodic resolution, and said certificate of registration shall be posted in a conspicuous place where tickets of admission are sold or the taxable activity occurs. All certificates of registration shall expire on December 31st and shall not be prorated. Annual renewals will be provided without a fee if application therefore is received by March 1st of the following year; if an application is not received in this timely manner, the renewal fee will be as established by periodic City Council resolution.

B. The applicant for a certificate of registration shall furnish the finance director with the completed application, with the name and address of the owner, lessee or custodian of the premises upon which the taxable activity is to be conducted, and such owner, lessee or custodian shall be notified of the issuance of such certificate and of his/her joint liability for collection and remittance of such tax.

C. The finance director shall have the power to adopt rules and regulations, and to issue administrative interpretations, not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection and remittance of the tax herein levied, and a copy of the rules, regulations and interpretations shall be on file and available for public examination in the finance director's office.

5.03.040 Collection – Remittance to finance director.

A. The tax imposed hereunder shall be collected at the time the admission charge is paid by the person receiving payment of said charge, and such person shall remit the tax to the city of Monroe finance director in monthly remittances on or before the last day of the month succeeding the end of the monthly period in which the tax is collected or received and accompanied by such reports as the finance director shall require.

B. Any person receiving any payment for an admissions charge shall make out a return upon such forms and setting forth such information as the finance director may require, showing the amount of the tax upon admissions for which he/she is liable for the preceding monthly period, and shall sign and transmit the same to the finance director with a remittance for the amount; provided, that the finance director may at his/her discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he/she may deem necessary to determine correctly the amount of tax collected and payable.

C. If the return provided for herein is not made and transmitted and the tax is not collected and remitted to the city by the last day of the month succeeding the end of the month in which the tax was collected, the finance director shall add a penalty of ten percent, or such other amount as may be set by periodic City Council resolution, of the tax per month or fraction thereof for each month overdue, which shall be added to the amount of the tax due, and remitted in the same manner.

D. Whenever any taxable activity is of a temporary or transitory nature or there exists a reasonable question of financial responsibility, of which the finance director shall be the judge, may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions.

E. Every person liable for the collection and remittance of the tax imposed by this chapter shall keep and preserve for a period of five years all unused tickets, ticket manifests, books and all other records from which can be determined the amount of admission tax which he/she was liable to remit under the provisions of this chapter, and all such tickets, books and records shall be open for examination and audit at all reasonable times by the finance director or his/her designee.

5.03.050 *Repealed.*

5.03.060 Violations.

A. Violation a Misdemeanor. Each violation of or failure to comply with the provisions of this chapter constitutes a separate offense and is a misdemeanor.

B. Collection of Tax by Civil Action. Any fee or tax due and unpaid and delinquent under this chapter and all penalties thereon may be collected by the City by civil action, which remedies shall be in addition to any and all other existing remedies and/or penalties.

C. Violators Designated. Any person who directly or indirectly performs or omits to perform any act in violation of this chapter, or aids or abets the same, whether present or absent, and every person who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such violation is and shall be deemed a principal violator under the terms of this chapter and may be proceeded against as such.

5.03.070 Severability.

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.



MONROE CITY COUNCIL
Legislative Affairs Committee Meeting
Tuesday, August 9, 2016, 6 P.M.
Monroe City Hall

2016 Committee
Councilmembers
Kevin Hanford
Jim Kamp
Kirk Scarboro

AGENDA

- I. Call to Order**

- II. Approval Minutes** (Meetings of Tuesday, June 14, and Tuesday, July 12, 2016)

- III. Unfinished Business**
 - A. At-Large Position

- IV. New Business**
 - A. Council Rules of Procedure Proposed Amendments re Development Review Improvements

- V. Other**

- VI. Next Committee Meeting** (September 13, 2016)

- VII. Adjournment**

BOARD OF DIRECTORS' MEETING NOTICE

*Goals: Improve ridership. Demonstrate good stewardship of public funds.
Be a positive force in our communities.*

The regular Board meeting of the Snohomish County Public Transportation Benefit Area Corporation has been scheduled for:

Date: Thursday, August 4, 2016
3:00 PM

Location: Community Transit Board Room
7100 Hardeson Road
Everett, WA 98203

AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC COMMENT**
- IV. PRESENTATIONS**
 - A. Service Awards – Emmett Heath
 - B. Next Generation ORCA – Brittany Esdaile
- V. COMMITTEE REPORTS**
 - A. Executive Committee – Chair Jon Nehring
 - B. Finance & Administration Committee – Councilmember Tom Hamilton
 - C. Marketing, Operations, & Maintenance Committee – Mayor Dave Earling
 - D. Planning & Capital Projects Committee – Councilmember Stephanie Wright
- VI. CONSENT CALENDAR***
 - A. Approval of minutes of the July 7, 2016, Board of Directors' Meeting.
 - B. Approval to purchase replacement paratransit buses.
 - C. Award of RFP #26-16, Printing Bus Plus Books.
 - D. Approval of vouchers dated June 3, 2016, in the amount of \$2,556,021.59.
 - E. Approval of vouchers dated June 7, 2016, in the amount of \$1,385,163.09.
 - F. Approval of vouchers dated June 9, 2016, in the amount of \$841,242.98.
 - G. Approval of vouchers dated June 15, 2016, in the amount of \$1,339,305.27.
 - H. Approval of vouchers dated June 21, 2016, in the amount of \$993,519.70.
 - I. Approval of vouchers dated June 24, 2016, in the amount of \$2,420,273.48.
 - J. Approval of vouchers dated June 27, 2016, in the amount of \$315,373.74.
 - K. Approval of vouchers dated June 29, 2016, in the amount of \$436,253.57
 - L. Approval of vouchers dated June 30, 2016, in the amount of \$32,751.81
 - M. Approval of June 2016 Payroll:
 - 1. Direct Deposits Issued, #s 301238 – 302477, in the amount of \$2,377,139.72.
 - 2. Paychecks Issued, #s 100072 – 100151 in the amount of \$109,379.83.
 - 3. Employer Payroll Tax Deposits, in the amount of \$279,327.98.
- VII. ACTION ITEMS***
 - A. Award of RFP #16-16, Double Decker Buses.
 - B. Award of contract options on RFP #46-10, Paratransit Services.
- VIII. CHAIRMAN'S REPORT**
- IX. CHIEF EXECUTIVE OFFICER'S REPORT**
- X. BOARD COMMUNICATION**
- XI. EXECUTIVE SESSION**

* indicates attachments

XII. OTHER BUSINESS RELATED TO THE CORPORATION

XIII. ADJOURN



Mayor Jon Nehring, Chair

Snohomish County Tomorrow

A GROWTH MANAGEMENT ADVISORY COUNCIL



STEERING COMMITTEE

Wednesday, July 27, 2016

Snohomish County East Administration Building – Public Meeting Room 1 (F103)

6:00 p.m. to 8:00 p.m.

AGENDA

1. Call to Order, Roll Call and Opening Items (5 min.)
 - a. Introductions/Roll Call (Co-chair)
 - b. Citizen Comments (Co-chair)
2. Approval of Meeting Minutes ([4-27-16](#), [6-29-16](#)) (2 min, Co-chair)
3. Update Items (10 min.)
 - a. Summary of [July PSRC Board Actions](#) and Activities (Ben Brackett, 5 min.)
 - b. Economic Alliance Snohomish County (Glenn Coil, 5 min.)
4. Action Items (5 min.)
 - a. Final Approval of [Agenda Bill: 2017 Dues Assessment](#) (Cynthia Pruitt, 5 min.)
5. Briefings, Discussion Items (55 min.)
 - a. Growth Trends in Puget Sound Region (Paul Inghram, PSRC, 30 min.)
 - b. City of Arlington Comprehensive Plan (Chris Young, 20 min.)
 - c. Coordinator's Report (Cynthia Pruitt, 5 min.)
6. Future Agenda Items
 - Qwuloolt Watershed (Oct)
 - Alliance for Housing Affordability Update (Quarterly)
 - Economic Alliance Snohomish County (Monthly)
 - Members' GMA 2015 Comprehensive Plan Updates (Monthly)
 - Sound Transit 3 Update (TBD)
 - Public Works Assistance Fund (TBD)
 - Arlington-Marysville MIC (TBD)
 - Eastside Rail (TBD)
 - SCT Role; Disaster Recovery (TBD)
 - Vision 2040 Schedule Update (TBD)
7. Next Meeting Date
Annual Assembly, September 28, 2016; 6:00-8:00 pm
8. Adjournment (Co-chair)

The SCT Steering Committee is seeking nominations for Community Advisory Board members. Any citizen residing in Snohomish County may apply by contacting Cynthia Pruitt, SCT Coordinator at 425-388-3185 for an application.

Steering Committee members please notify Leigh Mackie by Tuesday, July 26 if you are unable to attend: (425) 388-3311 x2157 or leigh.mackie@snoco.org. Thank you.

CONSULTANT AGREEMENT

<p>PROJECT TITLE AND IDENTIFICATION NUMBER 1</p> <p>Possible Sale of Former Landfill at North Kelsey Street & Galaxy Way</p>	<p>WORK DESCRIPTION 2</p> <p>Provide legal services including but not limited to Risk Counseling, Letter of Intent (LOI), Environmental Document Review and Purchase & Sale Agreement (PSA)</p>
<p>CONSULTANT 3</p> <p>Veris Law Group PLLC</p>	<p>CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO. 4</p> <p>Howard F. Jensen Veris Law Group PLLC 1809 Seventh Avenue, Suite 1400 Seattle, WA 98101</p>
<p>FEDERAL I.D. NO. 5</p> <p>45-3728809</p>	<p>BUDGET OR FUNDING SOURCE 6</p> <p>General Govt. Services 001-000-006-515-30-41-03</p>
<p>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7</p> <p>Gene R. Brazel City Administrator City of Monroe 806 West Main Street Monroe, WA 98272</p>	<p>MAXIMUM AMOUNT PAYABLE, IF ANY 8</p> <p>Not applicable</p>
<p>COMPLETION DATE 9</p> <p>Upon completion of items detailed in Exhibit A, Scope of Work</p>	<p align="right">10</p> <p><input type="checkbox"/> Lump Sum</p> <p><input type="checkbox"/> Cost Plus a Fixed Fee</p> <p><input checked="" type="checkbox"/> Schedule Rate/Time and Materials</p> <p><input type="checkbox"/> Time and Materials/Not to Exceed</p>

This CONSULTANT AGREEMENT (“Agreement”) is entered into effective as of August 1, 2016, between the City of Monroe, Washington, hereinafter called "the CITY", and Veris Law Group PLLC, 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 described in the attached Exhibit A (the “Work”), which is 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. The parties may expand, reduce, or modify the scope of Work at any time by mutual written agreement.

2. Performance of Work. The CONSULTANT shall not begin any Work until authorized in writing by the CITY. The CONSULTANT shall complete all Work on a schedule agreed by the parties, which schedule may be amended from time to time.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed Work on a time and materials basis in accordance with the fee schedule attached as Exhibit B, which is incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for Work performed and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Work. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of performing the Work. Invoices shall detail the Work performed, 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 forty-five (45) days after submittal, unless the CITY gives notice that the invoice is in dispute. Overdue balances will accrue interest at a rate of 12% per annum.

4. Intentionally Deleted.

5. Intentionally Deleted.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product delivered to the CITY 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. The CITY acknowledges that to the extent it utilizes the work product or communications of CONSULTANT for purposes other than legal representation, the CITY risks waiving work product and attorney-client privileges related to such shared information.

7. Independent Contractor. The CONSULTANT is an independent contractor in its performance of the Work. 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 the Work. The CITY shall not be obligated to pay industrial insurance for the Work performed 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 Work, provided, however, that the CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the misconduct or negligence of the CITY or 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, then the CONSULTANT's liability, including the duty and cost to defend, 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 Work shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this Section 8, unless such intent is expressly stated in writing by the CITY. The provisions of this Section 8 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 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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury.

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

4. 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.

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

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.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above within fifteen (15) days after mutual execution of this Agreement and prior to the performance of any Work. No cancellation, reduction or modification of the foregoing insurance policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT's insurance coverage shall be primary insurance as respects 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.

F. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the CITY may, after giving five business days' notice to the CONSULTANT to correct the breach, immediately terminate the Agreement.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this Agreement for a period of at least three years following completion of the Work. 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. 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 Work. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such public records within five business days. The CONSULTANT's failure to timely provide such public 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 10, 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 10 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 Box 4 and Box 7 on the cover page to 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 Section 11.

12. Project Administrator. The Project Administrator specified in Box 7 on the cover page to this Agreement shall be responsible for coordinating the Work, for providing any necessary information for and direction of the 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

the Work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator unless such direction shall cause CONSULTANT to violate any duties or responsibilities under the Washington Rules of Professional Conduct. Provided, that nothing in this Section 12 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 terms of this Agreement (Sections 1-24), the terms of this Agreement shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Section 8 shall be null and void.

14. Termination. Either party may terminate this Agreement at any time upon ten (10) days written notice to the other party. 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 Work 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. In the event neither party terminates pursuant to this Section 14, this Agreement shall terminate upon the date CONSULTANT completes the Work.

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 Work to be provided under this Agreement without the express written consent of the CITY.

17. Non-Waiver. Payment for any part of the Work 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 the Work. 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, including any incurred at trial or on appeal.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the Work 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 shall comply with the Monroe Code of Ethics, Chapter 2.52 MMC, a copy of which is attached hereto as Exhibit C and incorporated herein by this reference as if set forth in full. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants 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 the parties.

22. Legal Compliance. In the performance of the Work, 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 subconsultants in the performance of the Work 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.

24. Counterparts. The parties may execute this Agreement in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the parties. An email or PDF copy of an original signature shall be deemed to have the same force and effect as the original signature.

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

CONSULTANT:

CITY:

VERIS LAW GROUP PLLC

CITY OF MONROE

By: _____
Howard Jensen, Member

Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

Elizabeth M. Smoot, MMC, City Clerk

EXHIBIT A

SCOPE OF WORK

The CONSULTANT will serve as attorneys for the CITY on the possible sale of the former landfill site located at the intersection of North Kelsey Street and Galaxy Way during the term of this Agreement, and will specifically perform the following legal services for the CITY:

A. Letter of Intent (LOI). CONSULTANT will draft a LOI for the subject property and assist as requested in negotiating any revisions to the LOI with the prospective purchaser of the subject property.

B. Environmental Document Review. CONSULTANT will review environmental documents as related to the subject property as needed in order to create documents and/or advise the CITY related to the property sale.

C. Purchase & Sale Agreement (PSA). CONSULTANT will draft a PSA for the subject property and assist as requested in negotiating any revisions to the PSA with the prospective purchaser of the subject property.

D. Council Briefings. CONSULTANT will be available either by phone, in writing or in person to provide Monroe City Council briefings as it relates to legal matters for the subject property.

E. Litigation. CONSULTANT will represent and provide legal services to the CITY in litigation related to this possible land sale.

F. Consultation. CONSULTANT will advise and/or consult with CITY staff members as requested.

Howard F. Jensen and Leah Silverthorn will be the lead attorneys and will have primary responsibility for providing City Council briefings and delegating work to other attorneys or staff of CONSULTANT as appropriate.

EXHIBIT B

FEE SCHEDULE

A. Rate Schedule. The CONSULTANT will be paid at the following rates for legal services performed under this Agreement. Travel time to and from the City of Monroe, and when required for legal services matters under this Agreement, will be included in time billed.

2016 Billing Rates		
Josh Brower	Attorney	375
Andy Salter	Attorney	360
Howard Jensen	Attorney	360
Michelle Rosenthal	Attorney	330
Alison Robinson	Attorney	280
Greg Hixson	Attorney	275
Leah Silverthorn	Attorney	270
Denver Gant	Attorney	265
Danielle Granatt	Attorney	225
Molly Barker	Attorney	200
Whitney Jackson	Paralegal	135

The CONSULTANT may adjust standard hourly rates upon written approval by the CITY. Individual billings may be adjusted to ensure the CITY is charged a reasonable fee in light of the nature of the work performed and the results achieved.

B. Miscellaneous Expenses. The CITY will not be charged separately for normal clerical or secretarial work, the expense of which has been calculated into CONSULTANT's hourly rates for attorneys. Reimbursement, at actual cost with no mark-up, will be made by the CITY for expenditures incurred in the course of the project. Expenses can include the cost of travel, delivery charges, filing fees, extraordinary copying or mailing charges, or research fees specific to the work done on the CITY's behalf. The CITY shall be required to pay charges for third parties retained by CONSULTANT, such as experts or court reporters, only where such charges have been approved in advance by the CITY in writing.

C. Billing. CONSULTANT will bill the CITY on a monthly basis for services performed. CONSULTANT's bill will show the services provided, the date, the person providing the services, and the time spent in tenth of an hour segments. CONSULTANT will endeavor to use paralegals and legal support staff where appropriate and to the extent practical, in order to control costs. As appropriate, work may be delegated in order to achieve the most cost-effective work product.

D. Estimates. CONSULTANT may, from time to time, estimate the fees expected for a particular task or project. All such estimates reflect CONSULTANT's best guess as to the level of effort or cost needed to complete the task or project, but the estimates are not guaranteed and the CITY will be responsible for the actual fees and costs incurred.

EXHIBIT C

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.

4840-2364-4725, v. 3



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

TJERNE PLACE – CHAIN LAKE ROAD TO WOODS CREEK ROAD

Background

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

Estimated Cost: \$4,847,700

Construction Target: Begin Summer 2015; End Summer 2016

Update

This project has completed its construction work. The road was opened to the public on June 28th, and WSDOT has reviewed and approved the new signal system. City staff will now work with the contractor to finish up documentation and final payment, followed by requesting City Council to accept the project.

Timeline

July 2015	Construction begins
April 2016	Substantial Completion
July 2016	All Work Completed
September 2016	Project is Accepted



W. MAIN STREET SIDEWALKS

Background

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

Estimated Cost: \$495,000

Construction Target: Spring 2016

Update

RRJ Company LLC was awarded the construction contract for this project. They have diligently pursued the work and have substantially completed the project. Only roadway striping and grass hydroseeding remain to be done. The new sidewalk segments are open to the public

Timeline

November 2014	Grant Awarded
February 2015	Design
February 2016	Design completed
April 6 th , 2016	Project advertised to contractors
June 2016	Construction begins
August 2016	Construction complete



179th AVENUE SE SIDEWALKS

Background

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

Estimated Cost: \$372,500

Construction Target: Summer 2016

Update

This project was successfully bid and awarded to Trinity Contractors Inc, the low bidder. The construction is anticipated to begin in early August.

Timeline

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



WOODS CREEK ROAD PHASE I

Background

In 2011 plans were prepared for a new shared path along the west side of Woods Creek Road that would connect the downtown to the trail system coming down from The Farm development. The plans include a paved 10' wide trail, soldier pile retaining wall, and necessary storm drainage. At that time local funding carried the project only through design development. In 2014 the City received a grant from the Puget Sound Regional Council (PSRC) to construct the project. This grant award has a maximum payable amount of \$1,718,000. The project is alive again and will be constructed in 2016. Estimated Project Cost: \$2,071,000 (incl. design & construction)
Construction Target: Summer 2016

Update

The project is moving along nicely. The soldier piles have been installed, and now the contractor is working on the timber lagging and rockeries. Once the walls are complete, work efforts will focus on installing the sidewalk.

Timeline

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



SIDEWALK RAILROAD CROSSINGS – FRYELANDS BOULEVARD & 179TH AVENUE SE

Background

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

Estimated Project Cost: \$291,500

Construction Target: Summer 2016

Update

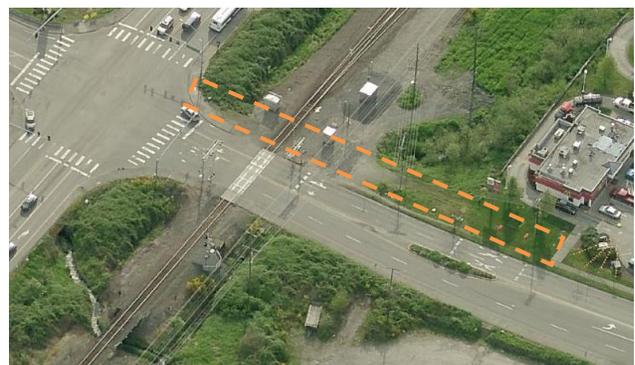
Engineering staff are waiting on Burlington Northern Santa Fe (BNSF) for a wider access easement over the railroad tracks. The progress of design and eventual construction is heavily dependent on BNSF and the Utility Transportation Commission (UTC). With that understanding, we anticipate the design efforts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

Timeline

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



179th Avenue SE



Fryelands Boulevard

COLUMBIA AND ELIZABETH WATERMAIN

Background

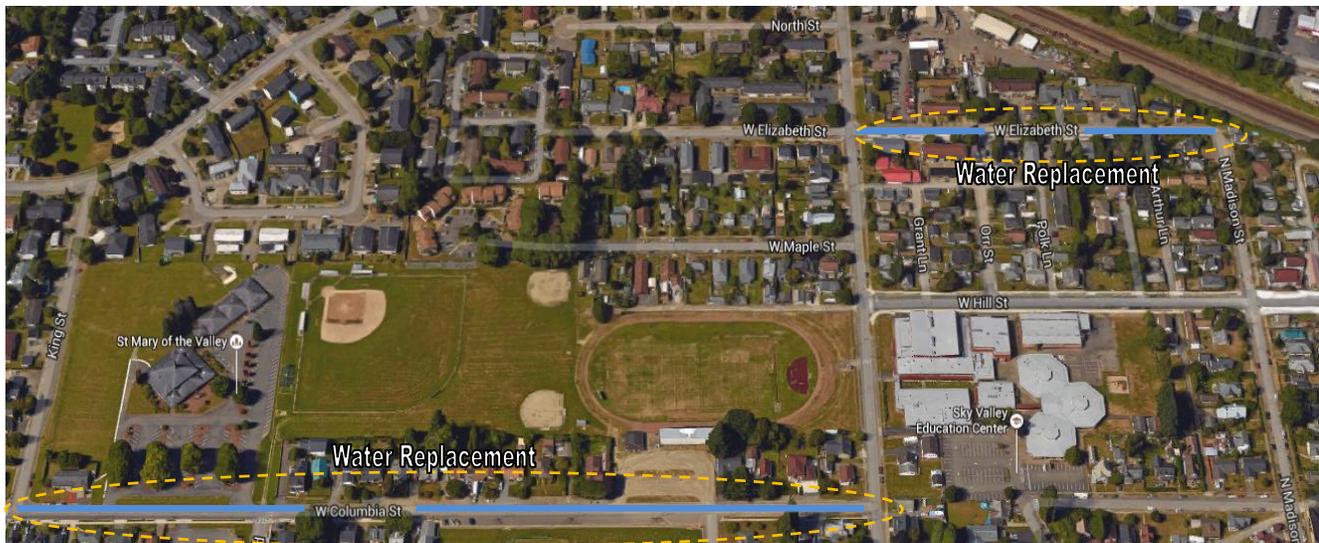
The water mains under Columbia Street and Elizabeth Street are aging and will be replaced with new ductile iron pipe this Spring. The water replacement work is scheduled to be completed by July. Later this summer the streets' surfaces will be milled and overlaid with new asphalt and striping.

Update

The water main portion of this project is complete. New asphalt surfacing will be performed this month.

Timeline

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



RIVMONT WATERMAIN

Background

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

Update

The project is underway with a significant portion of the water main installation already complete. Once the utility work is complete, the contractor will begin preparing the roadway for new asphalt surfacing.

Timeline

January 2016	Design
March 2016	Design completed
March 2016	Project advertised to contractors
June 2016	Construction begins
August 2016	Water construction ends
Sept. 2016	Road Construction ends



FAIRFIELD PARK ENTRANCE

Background

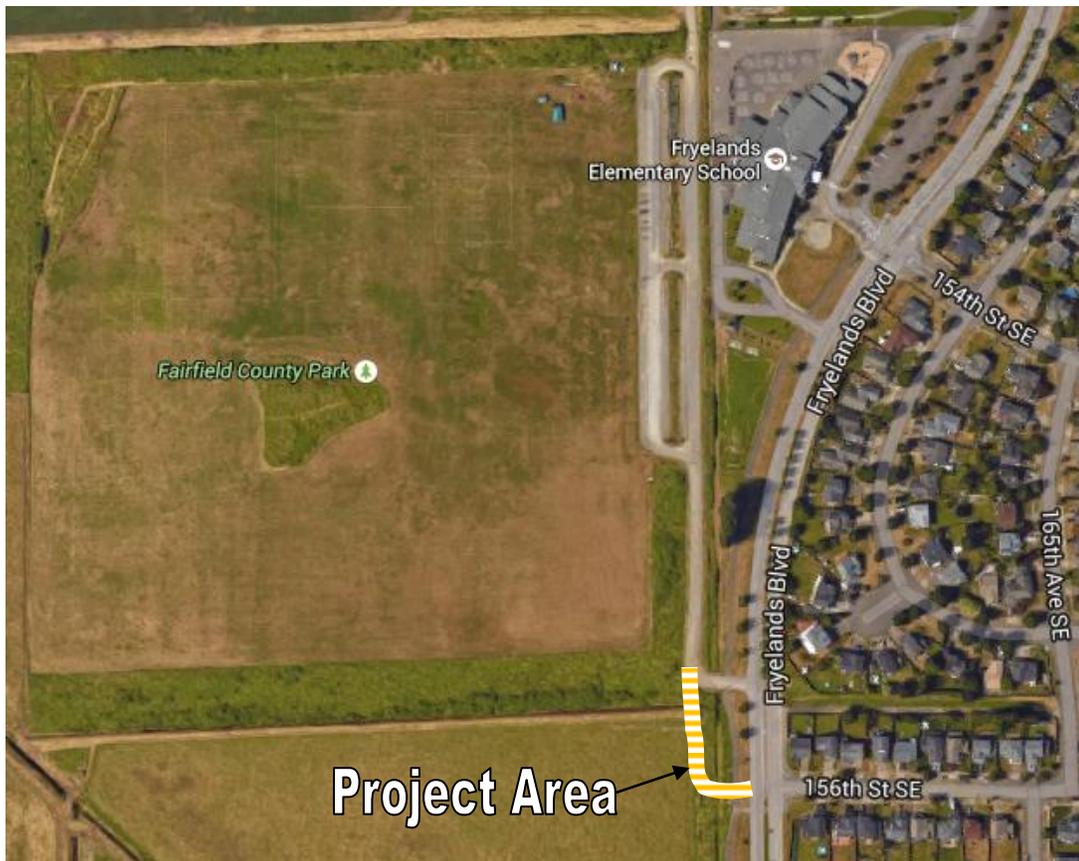
The existing entrance into Snohomish County's Fairfield Park is difficult to access for vehicles travelling north on Fryelands Boulevard. This project represents a coordinated effort with Snohomish County Parks to realign the entrance to the south and across from 156th Street SE. The City will construct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

Update

City engineering staff have completed the design. The project is in the scheduling phase of construction.

Timeline

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



POWELL STREET SEWER

Background

The City of Monroe desires to decommission an existing aged water main and sewer main from an old, abandoned alley easement. This project location is in the middle of the block bordered by Park Street (east), S. Kelsey Street (west), Powell Street (north), and Terrace Street (south). Some existing structures are very close to these utilities, presenting risk should the utilities fail. The project scope includes constructing new sewer and water mains in public streets, and redirecting the affected residential utility connections to these new mains. Powell Street, between S. Kelsey Street and Park Street, will receive a new asphalt overlay once the utility work is complete.

Update

The design consultant, RH2 Engineering, Inc., conducted an open house to receive input from properties that will be impacted by this project. Design efforts are underway, with RH2 coordinating closely with City staff and the neighborhood. The anticipated construction schedule would include water and sewer main installation during the Fall of this year, followed by suspending the project through the upcoming winter months. In the Spring of 2017, construction would resume by connecting the individual residences to the new mains. Later that summer, Powell Street would receive a fresh layer of asphalt paving.

Timeline

Spring 2016	Design
June 2016	Design completed
June 2016	Advertise for Bids
October 2016	Construction begins
May 2017	Construction ends



2016 STREET PRESERVATION PROGRAM

Background

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

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

For overlays and chip sealing applications, existing sidewalk ramps adjacent to the project area will be reviewed and reconstructed as necessary to be compliant with current ADA standards.

All treatments are anticipated to occur during the dry summer months. The City will contract with Snohomish County forces through our Inter Local Agreement (ILA). The County will perform the fog sealing, chip sealing, and asphalt overlay work in August.

2016 Street List

The following streets are targeted for preservation efforts in 2016. Staff is coordinating with Snohomish County to utilize the county-wide overlay program for competitive bid pricing. The following list is updated to reflect the final street selection for this year's preservation program.

<u>Street</u>	<u>Limits</u>	<u>Application</u>
Van Ave SE	North of Wales St	Fog Seal
173 rd Ave SE	South of 156 th St SE	Fog Seal
Marmount St	End to End	Fog Seal
Mountain View Rd SE	End to End	Fog Seal
Sawyer St	West of 171 st Ave SE	Fog Seal
Sykes Drive	End to End	Fog Seal
Tatty Ave	South End to 160 th St SE	Fog Seal
Elliot Ave	End to End	Fog Seal
143 rd St SE	West End to East End	Fog Seal
Camp Dr	End to End	Fog Seal
161 st St SE	Tatty Ave to 175 th Dr	Fog Seal
197 th Ave SE	143 rd St SE to Chain Lake Rd	Chip Seal
Ann St	Fremont St to Railroad Ave	Chip Seal
Madison St	Powell St to Main St	Chip Seal
181 st Ave SE	150 th St SE to 149 th St SE	Overlay
W. Columbia St	182 nd Ave to Kelsey St	Overlay
Elizabeth Street	Kelsey St to Madison St	Overlay
173 rd Ave SE	Main St to End	Overlay
Fryelands Boulevard	152 nd St to 154 th ST (south lanes)	Overlay
Chain Lake Road	Roundabout to Rainier View Rd	Overlay
Rivmont Drive	West End to East End	Reconstruct

GRANTS

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

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

The following list represents 2016 grant applications that have been applied for:

Oaks Street Improvements Design: The City is seeking a federal grant through Puget Sound Regional Council (PSRC) to fund design efforts toward improving Oaks Street. We will also be seeking a state grant as an additional funding source.
Requested Grant: \$389,250 (CMAQ/STP)

Chain Lake Road Phase 2a: This project would extend the existing wide sidewalk along the west side of Chain Lake Road north to Brown Road (City Limits). The City has applied for a federal grant (PSRC) to fund the construction phase, as the design phase has already received funding. We have also applied for a state grant through the Pedestrian Bike Program as an additional funding source.
Requested Grant: \$2,432,867 (CMAQ/STP)
Requested Grant: \$234,723 (WSDOT Ped/Bike)

US-2 Shared Use Path: Both federal and state grants have been applied for to fund the design phase of a new sidewalk segment along Highway 2, specifically along the north side between Cascade View Drive and 179th Avenue NE (fairgrounds area).
Requested Grant: \$90,250 (CMAQ/STP)
Requested Grant: \$107,190 (WSDOT Ped/Bike)

191st Street SE Extension: The City applied for a federal design grant to design an extension of this road south into downtown Monroe, including whether to connect to

Galaxy Way or head southeasterly and connect to the roundabout at N. Kelsey/Chain Lake Rd. We will also be seeking a state grant through the Transportation Improvement Board (TIB) as an additional funding source.
Requested Grant: \$687,165 (CMAQ/STP)

154th Street, 182nd Avenue & W Columbia Street Sidewalks: This project infills missing sidewalk segments between 179th Avenue SE and Dickenson Road along a walking path that includes W. Columbia to 182nd Avenue SE to 154th Street SE. A grant was applied for in May to provide for design, right-of-way acquisition, and construction costs.
Requested Grant: \$909,090 (WSDOT Safe Routes to Schools)

Engineering staff will apply for Transportation Improvement Board (TIB) grants in August toward the Oaks Street Improvement and street preservation (e.g., asphalt overlays).

**PUBLIC WORKS DEPARTMENT
OPERATIONS & MAINTENANCE**

2016 O&M DIVISION SMALL PROJECT UPDATE

PUBLIC WORKS DEPARTMENT

2016 O&M DIVISION SMALL PROJECT UPDATE

Background

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

Update:

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

- **Lords Lake bio-swale inlet re-establishment – Summer, 2016**
Re-establish function of Lords Lake inlet bio-swale by removing silt and replanting vegetation. **25% complete, SEPA and Grading Permit are approved.**
- **Asphalt patching in advance of TBD projects – Spring/Summer, 2016**
Repair areas of roads to be resurfaced prior to work by contractors. Repair work funded by TBD. **100% complete, July 21, 2016.**
- **Vegetative Buffer Rehabilitation Phase II – Summer, 2016**
Completion will eliminate the final section of the unnecessary soil berm and associated hazard trees along the trail. In lieu of a raised soil berm, a vegetative berm will be re-established at grade using coniferous and deciduous tree species that are sized appropriately for the site. **25% complete, SEPA and Grading Permit are approved. Clearing and grubbing begins the week of July 25, 2016.**
- **Automated Metering Infrastructure (AMI) – 2016**
Completion of AMI installation will include replacement of 6000 customer water/sewer meters, customer information interactive web access and instantaneous meter read capability. **50% complete, Ferguson Waterworks has installed approximately 45% of the total customer meters. The meter reading infrastructure required to access meter data and manage accounts is online and operating.**
- **Spring Hill pump station – 2016**
The area surrounding the Spring Hill reservoir does not have water service pressure that meets the minimum standards as established by Washington State Dept. of Health. The pump station will up service pressures to acceptable levels for all customers served in the pressure zone. **20% complete, Plans and specifications have been finalized. Equipment is due to arrive this week.**
- **AC water main replacement 154th ST SE and 182nd AVE SE – Summer, 2016**
Replace approximately 300 lineal feet of obsolescent 8" AC water main with new ductile iron pipe. **100% complete, July 11, 2016.**



MONROE THIS WEEK

August 5, 2016 Edition No. 31

Mayor

Geoffrey Thomas
gthomas@monroewa.gov

Councilmembers

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

City Hall

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

Appointment Openings

No Vacancies

Job Openings

Senior Engineer – Development Review
www.monroewa.gov/jobs

Events this Week

- 08/05 *Movies Under the Moon, "Inside Out" Lake Tye Park, 8-10PM*
- 08/06 *Lake Tye Triathlon, Lake Tye Park, 8AM-2PM*
- 08/09 *City Council Meeting, City Hall, Council Chambers, 7PM*
- 08/10 *Farm To Table Farmer's Market, Lake Tye Park, 3-8PM*
- 08/12 *Movies Under the Moon, "Pixels" Lake Tye Park, 8-10PM*
- 08/13 *Monroe Board and Blade Park Grand Opening with Ribbon Cutting, Lake Tye Park, 10AM*

INT League Ski-Wake-Surf-Skate Event, Lake Tye Park, 8AM-6PM

From the Office of Mayor Thomas

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

Yours in Service,

Mayor Geoffrey Thomas

Be In The Know!

191st Street Project

About 10 years ago, the City closed 191st Street, a road that connected from today's roundabout on Chain Lake Road to today's intersection of Rainier View Road SE and 191st Avenue SE. I have received a number of comments from residents requesting this road be reconstructed or another connector road from Rainier View Road SE to Chain Lake Road be built. I agree that re-establishing this road connection is a high priority for our community.

On Thursday afternoon, August 4, 2016, I visited 191st Ave., just north of WalMart and Galaxy Theater with our City Public Works Director and Community Development Director. We discussed three options:

- (1) "Frontage Road 7" which would run from Rainier View Rd and 191st Avenue to Chain Lake along the north side of the US 2 "Bypass" right of way, creating a new intersection at Chain Lake, just north of the Seventh Day Adventist Church.
- (2) 191st Extension to Galaxy Way, which would involve building a road down a very steep hill to create a continuous road connection from Rainier View Rd to North Kelsey, or
- (3) Reconstructing the former 191st Avenue SE that would connect from Rainier View Rd SE/191st Avenue SE to the roundabout at Chain Lake Road.

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

The following are year-to-date comparisons

Sales Tax Revenues

'15 to 7/31/15: \$2,255,137

'16 to 7/31/16: \$2,502,888

UP \$247,751 or 10.99%

Real Estate Excise Tax

'15 to 7/31/15: \$345,565

'16 to 7/31/16: \$509,334

UP \$163,769 or 47.39%

Lodging Tax Revenues

'15 to 7/31/15: \$29,285

'16 to 7/31/16: \$37,826

UP \$8,541 or 29.17%

Business License Fees

'15 to 7/31/15: \$28,515

'16 to 7/31/16: \$27,330

DOWN \$1,185 or -4.16%

Building Permit Revenues

'15 to 7/31/15: \$205,841

'16 to 7/31/16: \$418,462

UP \$212,621 or 103.29%

Planning Fee Revenues

'15 to 7/31/15: \$80,697

'16 to 7/31/16: \$61,200

DOWN \$19,497 or -24.16%

New House Permits

'15 to 7/31/15: 39

'16 to 7/31/16: 75

UP 36 units or 92.3%

*16 issued in July '16; 2 in July '15

Multi-Family Permits (# units)

'15 to 7/31/15: 13

'16 to 7/31/16: 4

DOWN 9 units or -69.2%

Building Division Inspections

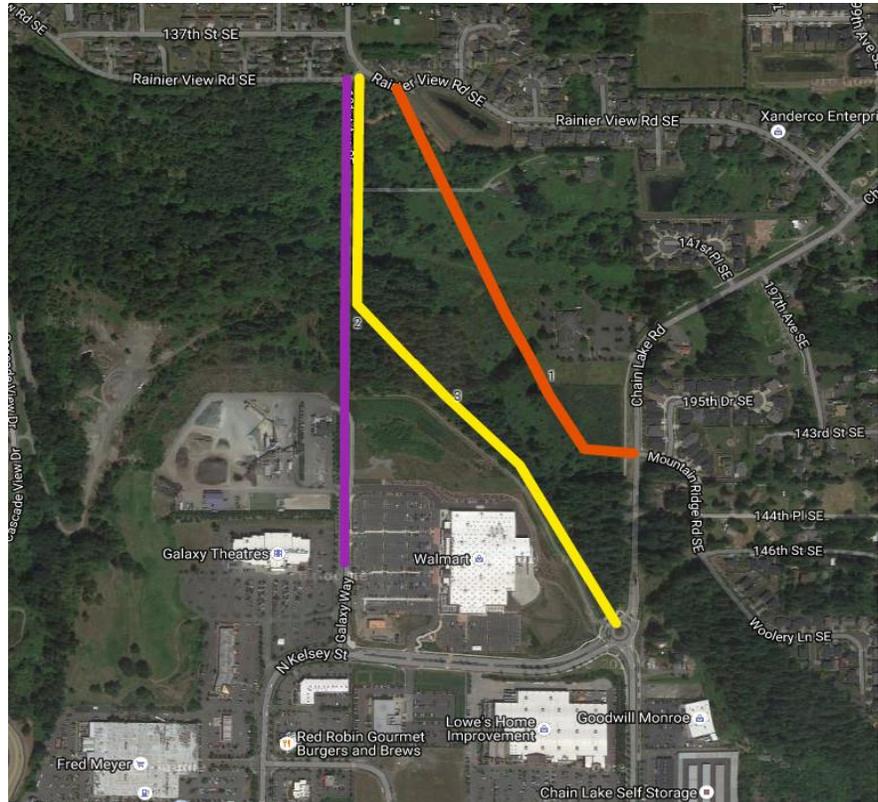
'15 to 7/31/15: 1,044

'16 to 7/31/16: 1,217

UP 173 or 16.6%

(191st Continued)

Staff and I are working on developing rough cost estimates for each of these alternatives and will be presenting them to Council for discussion in the upcoming weeks. We will then host a community open house to present these alternatives and receive public comments before asking Council to provide direction on which alternative to design and construct. Please stay tuned for more info.



Blueberry and North Kelsey

Staff and I are continuing to work on alternatives to present to the community and Council to address the intersection of Blueberry and North Kelsey. On Thursday afternoon, August 4, 2016, staff and I visited the intersection and discussed some of the alternatives and concerns raised by public comments we received. I am hopeful to have alternatives to present to Council in September and a community open house to receive public comments this fall.

Coffee with Mayor Thomas

On July 30, 2016, I had the pleasure of visiting with a representative from Congresswoman DeBene's Office and two Monroe residents during "Coffee with the Mayor," held at Main Street Café. We discussed many issues including veterans' assistance programs, SR522, US2/Monroe Bypass,

(Coffee continued)

impacts of drugs on our community, and the intersection of Blueberry and North Kelsey. The next “Coffee with the Mayor” will be held at Paesano’s at 14655 Fryelands Blvd., August 13, 2016 from 8 – 9:30 a.m.

National Night Out Against Crime

We had another awesome turnout at our annual National Night Out Against Crime event on August 2nd. We had over 75 organizations staffing booths to share information and have fun with people attending the event. Thank you to our Monroe Rotary for organizing this event, staff members from many of our City departments for staffing booths and running demonstrations, and Big Dog for emceeing.

Grand Opening at Monroe Board and Blade Park

The Monroe Board and Blade Park at Lake Tye Park will have its grand opening on August 13, 2016 at 10 a.m. and the community is invited to attend! The grand opening will be held in conjunction with INT League’s “Skate the Lake” competition, which will feature water-skiers, wakeboarders and surfers, wake skaters, and knee boarders. It will also feature a skateboard competition on the new surfaces of the skate park which riders can sign-up on the day of the event. The event is free for spectators. I am really excited to have this new facility opening up in our community.

Movies Under the Moon

Mark your calendars for the 2016 line-up of Movies Under The Moon! The fun begins TONIGHT Friday, August 5, 2016, at Lake Tye Park. Premiering tonight will be *Inside Out*. Come early for activities for the whole family. The movie is set to begin at dusk. This year’s line-up includes:

- August 5, 2016 – Inside Out
- August 12, 2016 – Pixels
- August 19, 2016 – Jurassic World
- August 26, 2016 – Star Wars: The Force Awakens

Thank you to our sponsors for the great line-up:

- Monroe Parks and Recreation
- Monroe Arts Council
- Monroe Concert Band
- Monroe Boys & Girls Club
- Monroe YMCA
- Republic Services