

MONROE CITY COUNCIL

Regular Business Meeting
September 13, 2016, 7:00 P.M.

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

AGENDA

Call To Order

Roll Call

Pledge Of Allegiance

1. Councilmember Hanford

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; August 23, 2016, Regular Business Meeting

Documents:

[20160913 CA1 MCC Minutes 20160823.pdf](#)

2. Approval of Payroll Warrants and ACH Payments

Documents:

[20160913 CA2 AAA FORM PAYROLL WARR APPROVAL.pdf](#)

3. AB16-113: Accept Project - Tjerne Place 2016

Documents:

[AB16-113_AcceptTjernePlaceSE.pdf](#)

Unfinished Business

1. AB16-114: Discussion: Transfer of Property to Fire District

Documents:

[AB16-114_Discn_PptyTransfertoFD.pdf](#)

Executive Session

If needed.

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

New Business

1. AB16-115: Discussion: Garbage Contract Options

Documents:

[AB16-115_Discn_GarbageContractOptions.pdf](#)

2. AB16-116: Development Review Process Streamlining and Proposed Amendments to City Council Rules of Procedure regarding Ordinance Readings

Documents:

[AB16-116_DvptRvwPrsStlg_Amdmt to Council Rules of Procedure.pdf](#)

Final Action

1. AB16-117: Ordinance No. 013/2016, Amending MMC 5.03, Admission Tax; Final Reading

Documents:

[AB16-117_ORD 013 2016_Amending MMC 5.03_Admissions Tax.pdf](#)

2. AB16-118: Approval of Proposed Blueberry Lane/N Kelsey Street Traffic Study

Documents:

[AB16-118_BL_KS_Traffic Study Proposal.pdf](#)

Councilmember Reports

1. City Council Legislative Affairs Committee (Councilmember Kamp) -- CANCELLED

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

Documents:

[20160913 CR2 CT Agenda 090116.pdf](#)

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

Documents:

[20160913 CR3 BOHPacket091316.pdf](#)

Staff/ Department Reports

1. Land Sale Update

2. Public Works Report

Documents:

[20160913 DR2 PWReport.pdf](#)

3. Washington State Auditor's Office Public Records Request Report
http://www.sao.wa.gov/state/Pages/PA_RecordsStudy.aspx

Mayor/ Administrative Reports

1. Monroe This Week (September 9, 2016, Edition No. 35)

Documents:

[20160913 MR1 Monroe This Week Edition 35.pdf](#)

2. Draft Agenda for September 20, 2016, Regular Business Meeting

Adjournment

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

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

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

CALL TO ORDER, ROLL CALL AND PLEDGE

The August 23, 2016, Regular Business Meeting of the Monroe City Council was called to order by Mayor Geoffrey Thomas at 7:03 p.m.; Council Chambers, City Hall.

Councilmembers present: Cudaback, Davis, Gamble¹, Hanford, Kamp, Rasmussen, and Scarboro.

Staff members present: Brazel, Farrell, Feilberg, Ginnard, Nelson, Osaki, Smoot, and Warthan; City Attorney Kenny.

The Pledge of Allegiance was led by Councilmember Cudaback.

ANNOUNCEMENTS AND PRESENTATIONS

1. Presentation: Snohomish Health District

Mr. Jeff Ketchel, Environmental Health Director, and Mr. Peter M. Mayer, Deputy Director and Chief Operating Officer, presented information on the Snohomish Health District (SHD), including: SHD history, historical health data/statistics, 21st Century Issues, focus: opioid epidemic, SHD funding sources, SHD revenues and expenditures, per capita investments, and local health jurisdictions data.

General discussion ensued regarding funding sources, state and federal grants received and usage, community partnerships, comparison to other local health jurisdictions, revenues and expenditures, per capita investment request, and investment into programs specific to Monroe needs.

COMMENTS FROM CITIZENS

The following persons spoke regarding pedestrian access near U.S. Highway 2 and 179th Avenue SE: Ms. Rosie Tatel.

The following persons spoke regarding the Cablepark at Lake Tye: Ms. Patricia Lautensleger.

The following person spoke regarding the Cablepark at Lake Tye and East Monroe/AB16-111: Ms. Ashley Sellers.

CONSENT AGENDA

1. Approval of the Minutes; August 16, 2016, Regular Business Meeting

Councilmember Kamp moved to approve the Consent Agenda; the motion was seconded by Councilmember Rasmussen. On vote,
Motion carried (7-0).

¹ CLERK'S NOTE: Councilmember Gamble arrived at approximately 7:43 p.m. during Comments from Citizens.

EXECUTIVE SESSION

1. Agency Litigation [RCW 42.30.110(1)(i)] – 10 minutes

Mayor Thomas stated the Council would recess into executive session for approximately 10 minutes to discuss an item of Agency Litigation [RCW 42.30.110(1)(i)]; and City Attorney Daniel Kenny read the appropriate citation into the record.

The meeting recessed into executive session at 7:54 p.m., was extended for an additional 32 minutes, and reconvened at 8:44 p.m.

NEW BUSINESS

1. AB16-111: East Monroe – GMHB Compliance Date Extension Request

Mr. Dave Osaki, Community Development Director, provided background information on AB16-111, and a Growth Management Hearings Board (GMHB) Compliance Date Extension request for the East Monroe matter.

Councilmember Kamp moved to authorize and direct the Mayor and City Attorney to request an extension of the Growth Management Hearings Board’s September 28, 2016, compliance deadline in Case No. 14-3-0006c for a period up to 12 months; request that the GMHB rescind its order of invalidity, notify the Board of the City’s adoption of interim Ordinance No. 003/2016, which formally designates and reaffirms the East Monroe Area Limited Open Space (LOS), and confirm that the LOS zoning designation remains in effect and governs the East Monroe area during the compliance remand period; and to take all necessary and appropriate measures related to this action; the motion was seconded by Councilmember Davis.

Councilmember Cudaback shared her reasons for voting against the proposed motion.

On vote, Motion carried (5-2);
Councilmembers Cudaback and Scarboro opposed.

2. AB16-112: Discussion: Transfer of Property to Fire District

Mr. Brad Feilberg, Public Works Director, provided background information on AB16-112, the proposed transfer of property to the Fire District, and upcoming interlocal agreement and public hearing thereto.

General discussion ensued regarding transfer of property, details of interlocal agreement, fees, compensation should Fire District sell the property in the future, and maintenance of facility.

Mayor Thomas noted a general consensus of the City Council to move forward with the property transfer, interlocal agreement, and public hearing.

3. Propulsion Cablepark Monroe - Status Update²

Mr. Gene Brazel, City Administrator, provided a status update pertaining to the Propulsion Cablepark Monroe, including a contract extension request received and a newly interested entity.

Councilmember Hanford moved to move Staff/Department Report #1 "Propulsion Cablepark Monroe – Status Update" to the New Business portion of the agenda in order for Council to take action in response to Propulsion Cablepark's correspondence; the motion was seconded by Councilmember Rasmussen. On vote,

Motion carried (7-0).

Councilmember Hanford moved that the Council vote to deny the Concessionaire's request for an extension of the Rent Commencement Date deadline, pursuant to Section 2.07 of the Concessionaire and Property Use Agreement; the motion was seconded by Councilmember Rasmussen.

General discussion ensued regarding the agreement, proposed cablepark, and potential for additional activities at Lake Tye.

On vote,

Motion carried (7-0).

COUNCILMEMBER REPORTS

1. Individual Reports

Councilmember Gamble commented on the Evergreen State Fair, Fair Days Parade, Monroe Bearcats Football, and ballfields.

Councilmember Kamp wished all a happy Fair Days.

Councilmember Davis commented on the Fair Days Parade.

Councilmember Rasmussen commented on the Evergreen State Fair, Fair Days Parade, banners, and start of the new school year.

Councilmember Hanford commented on the Evergreen State Fair, Fair Days Parade, and Labor Day weekend holiday.

Councilmember Cudaback commented on the Evergreen State Fair and Fair Days Parade.

Councilmember Scarboro commented on the Evergreen State Fair and Fair Days Parade.

² CLERK'S NOTE: Item moved under New Business at the time of the meeting.

STAFF/DEPARTMENT REPORTS³

1. Individual Reports

Mr. Osaki reported on the following topics: grant application for downtown lighting, downtown code amendments, critical areas ordinance, and a map of all properties currently in development.

Fire Chief Jamie Silva, Monroe Fire District No. 3, reported on the merger of Fire District Nos. 3 and 7.

Mr. Mike Farrell, Parks and Recreation Director, reported on the Downtown and North Kelsey Village banners, Farm to Table farmer's market, Movies under the Moon, and Fair Days Parade.

2. Land Sales Update

Mr. Brazel provided a land sales update regarding properties in the North Kelsey area.

Mr. Brazel also reported on topics discussed at the recent SCCIT Meeting, including a study by Perteet to be forwarded to the City Council for their information.

MAYOR/ADMINISTRATIVE REPORTS

1. Monroe This Week (*August 19, 2016, Edition No. 33*)

Mayor Thomas noted the inclusion of Monroe This Week, Edition No. 33, in the agenda packet, and reported on the following items: 2017 Legislative Priorities sent to local legislators, West Main Street Roundabout clean-up, designation of official City Bird, Sky River Park maintenance, recent car break-ins, social media limitations, and 2017 Budget.

2. Draft Agenda for September 13, 2016, Regular Business Meeting

Mr. Brazel reviewed the draft agenda for the September 13, 2016, Monroe City Council Regular Business Meeting, the extended agenda, and additions/edits thereto.

ADJOURNMENT

There being no further business, the motion was made by Councilmember Hanford and seconded by Councilmember Rasmussen to adjourn the meeting. On vote,
Motion carried (7-0).

³ CLERK'S NOTE: Items addressed out of order at the time of the meeting.

MEETING ADJOURNED: 9:29 p.m.

Geoffrey Thomas, Mayor

Elizabeth M. Smoot, MMC, City Clerk

Minutes approved at the Regular Business Meeting of September 13, 2016.

PAYROLL WARRANT APPROVAL

MONTH OF PAYROLL: August-16

The following checks are approved for payment:

Date of Issue: 09/07/16

Voided

Check #'s From: 34862 **To:** 34900

Direct Deposit \$500,006.51
ACH AP Payments \$160,227.95

Total Monthly Payroll \$1,135,975.88

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 \$1,135,975.88 *on* 9/7/2016

Signed: _____
Mayor or Designee

Dated: _____



MONROE CITY COUNCIL

Agenda Bill No. 16-113

TITLE:	<i>Accept the Public Works Tjerne Place SE Extension Project and Begin the 45 Day Lien Period</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/13/2016	Public Works, Design & Construction	Scott Peterson	Brad Feilberg	Consent Agenda #3

Discussion: 12/17/2013; 06/23/2015; 09/13/2016

Attachments: 1. None

REQUESTED ACTION: Accept the Public Works' Tjerne Place SE Extension Project from the contractor, Trimaxx Construction Inc., and begin the 45-Day Lien Period.

DESCRIPTION/BACKGROUND

Trimaxx Construction Inc. was the prime contractor responsible for the Tjerne Place SE Extension Project. All work associated with the project has been completed.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

Per RCW 39.08, a project must be accepted by the governing body after completion of the project.



MONROE CITY COUNCIL

Agenda Bill No. 16-114

SUBJECT:	<i>Discussion: Transfer of Property to Fire District</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/13/2016	Public Works	Jim Gardner	Brad Feilberg	Unfinished Business #1

Discussion: 08/23/2016; 09/13/2016
Public Hearing: *Scheduled for 09/20/2016*
First Reading: *Scheduled for 09/20/2016*

Attachments: 1. 2005 Fire District ILA

REQUESTED ACTION: Discussion.

DESCRIPTION/BACKGROUND

Since the City of Monroe was incorporated in 1902, fire protection has been provided to the City and surrounding area in a variety of ways. This includes: a City of Monroe Fire Department providing service within the City only; City of Monroe Fire Department providing service within the City and outside the City under a contract with Fire District No. 3; a joint operation between the City and Fire District No. 3; and, in 2006, the annexation of the City into Fire District No. 3. Most recently the voters have approved the merger of Fire District No. 3 and Fire District No. 7.

As part of the 2006 annexation, Fire District No. 3 and the City of Monroe entered into an "Interlocal Agreement for Annexation of City of Monroe to Snohomish County Fire Protection District No. 3." This agreement covered such items as who would lead the annexation effort, provision of fire protection services, provision of fire prevention and inspection services, and ownership and use of real and personal property.

As the current interlocal agreement is with Fire District No. 3, with no provision for assignment, and Fire District No. 3 will cease to exist on October 1, 2016, it is necessary to enter into new agreements with the Fire District.

Staff has discussed this with the Fire District and is proposing two separate agreements:

- One agreement will cover the fire prevention and inspection services provided by the Fire District for the City. This is necessary because the Fire District does not have jurisdiction to enforce the International Fire Code and the City does not currently have the appropriate staff to perform these duties.
- The other agreement will transfer the City's ownership interest in the fire department real and personal property (as it existed at the end of 2005) to the Fire District. While this is not required, it will be a cleaner arrangement and allow the Fire District to operate "their" property without having to obtain permission from the City. It will also remove most costs to the City if any liability issues occur regarding the property.

The current assessed value of Station No. 31 is \$3,103,200. The current assessed value of Station No. 32 is \$314,300.

There would be no cash exchanged with the property transfer. The value received by the City will be the continued use for fire protection services and the elimination of liability risk. If, at some time in the future, the property was sold compensation would be due to the City.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

Fire District Merger takes place on October 1, 2016.

ORIGINAL

**INTERLOCAL AGREEMENT FOR
ANNEXATION OF CITY OF MONROE TO
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 3**

This AGREEMENT is entered into by the City of Monroe (the "CITY") and Snohomish County Fire Protection District No. 3 (the "FIRE DISTRICT") for the purposes stated below.

RECITALS

WHEREAS, the City of Monroe and Snohomish County Fire Protection District No. 3 are both located in central Snohomish County and have contiguous boundaries and borders; and

WHEREAS, the City of Monroe and Snohomish County Fire Protection District No. 3 have had a long and successful relationship, by working jointly in providing emergency services to the respective jurisdictions and communities sharing jointly owned fire station facilities; and

WHEREAS, the City of Monroe and Snohomish County Fire Protection District No. 3 are authorized by Chapter 52.04 RCW to cause an election to be held in order for voters of both jurisdictions to decide whether or not the City should become a part of the Fire District and the Fire District and the City have agreed to submit the annexation to the voters in the March, 2006 election; and

WHEREAS, the City of Monroe and Snohomish County Fire Protection District No. 3 have now reached agreement on said terms and conditions by which they will transition if the vote to annex is successful, and as such, the parties desire to formalize their Agreement in writing; and

WHEREAS, the administration of the Joint Operating Agreement that governs the working relationship between the City and the Fire District has taken a significant amount of City staff and elected official time; and

WHEREAS, the City finds that the annexation into the Fire District will create a significant administrative cost savings to City residents and the City is therefore willing to provide the Fire District with the use of City fire department property in exchange for taking on the full responsibility for providing fire service to City residents; and

WHEREAS, the City also finds significant value in having the Fire District agree to provide fire inspection and code services to the City to be compensated by permit and inspection fees set by the City.

AGREEMENT

IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH
BELOW, THE PARTIES AGREE AS FOLLOWS:

1. ANNEXATION PROCESS

- A. **Pursuit of Annexation.** Pursuant to RCW 52.04.061, the CITY and FIRE DISTRICT agree to pursue annexation of the City of Monroe into the FIRE DISTRICT according to the provisions of Chapter RCW 52.04 and the terms and conditions set forth in this Agreement and any amendments thereto, subject to approval of such annexation by the Snohomish County Boundary Review Board and the electorate of both jurisdictions.

- B. **Boundary Review Board (BRB) Notices and Proceedings.**
 - i. The City shall take the lead in filing a Notice of Intent with the Snohomish County Boundary Review Board pursuant to Chapter 36.93 RCW.

 - ii. The City shall also act as lead agency for State Environmental Policy Act "SEPA" purposes in connection with the annexation, if applicable.

 - iii. Both parties agree that they will not request that the jurisdiction of the BRB be invoked to review the annexation. In the event that a request for review is filed by any person or persons authorized to do so under RCW 36.93.100, the Fire District and the City agree to jointly coordinate, prepare, and present testimony to the BRB in favor of the annexation and to take all necessary actions to obtain BRB approval of the annexation.

- C. **Costs.** The parties agree to fund their own respective costs for the annexation and election process.

2. POST ANNEXATION EMERGENCY SERVICES

- A. **Existing Agreement.**
 - i. Upon annexation into the Fire District, the current Joint Operating Agreement between the City of Monroe and Snohomish County Fire Protection District No. 3 for fire and emergency medical services shall be cancelled, null and void except for where referenced in this agreement.

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- ii. The term 'annexation' shall mean the date on which Snohomish County election officials certify the election and the Fire District is granted taxing authority within the City of Monroe.
- iii. Should the annexation ballot issue be unsuccessful or the date of the election be changed to a later date, the current agreement between the City of Monroe and Snohomish County Fire Protection District No. 3 for fire and emergency medical services shall remain in full effect.

B. Emergency services. Upon annexation of the City of Monroe into the Fire District, emergency services shall continue being provided by the Fire District within the boundaries of the City at the same level of service as the rest of the Fire District.

C. Other services. The City and the Fire District recognize their crucial role in disaster preparedness and response to the community. City and Fire District staff will continue to partner in joint, multi-discipline disaster planning, preparation, mitigation, exercises, and training.

The City and the Fire District mutually agree that Fire Prevention and Investigation Services are an integral service to the City and are best provided to the City by the Fire District. In an effort to continue the relationship between the City and Fire District with respect to Fire Prevention and Investigation Services post-annexation, the following method of ensuring continued and improved Fire Prevention and Investigation Services to the City is established as part of this post-annexation agreement.

- i. Upon annexation by the City into the Fire District, the Fire District shall continue to provide to the City Fire Prevention and Investigation Services in a manner consistent with current practices. These Fire Prevention and Investigation Services shall include the following:
 - a. Plan Review: The Fire District shall provide life and fire safety plan review for new development and construction, and tenant improvement projects consistent with applicable statutes, regulations and codes. The Fire District shall coordinate plan review services with the City by attending pre-Application meetings, conducting plan reviews within established timelines, responding to applicant inquiries, and attending other meetings as necessary to provide Fire Prevention and Fire Marshal services to the City in a professional and competent manner.

- b. Fire Marshal: The Fire District shall provide an employee to serve as the City's Fire Marshal and Fire Code Official. The Fire Marshal shall represent the City and Fire District with respect to Fire Prevention issues. The Fire Marshal shall recommend code amendments and fire department fee amendments to Council, attend Council meetings when requested or when representing Fire Department or Fire Prevention issues, and when requested to do so, attend meetings with other department members or department heads. The Fire Marshal shall administratively establish submittal requirements, submittal forms and render official interpretations of the fire code.
- c. Fire Inspections: The Fire District shall conduct a program of fire inspection of occupancies consistent with the International Fire Code.
- d. Fire Investigation: The Fire District shall investigate the origin and cause of City fires and explosions in a manner consistent with NFPA 921. Investigations of a criminal nature shall be conducted jointly with the Monroe Police Department. The Fire District shall provide all Fire District services deemed necessary by the Police Department to conduct criminal investigations and prosecutions, including site inspections, lab analysis, written opinions and reports and expert testimony.
- e. Public Education: The Fire District shall provide a program of public education activities within the City at the same level as provided within the rest of the Fire District. The program shall include, but is not limited to annual fire safety education classes within public and private schools, senior life and safety education programs, participation at community events, and fire safety or first aid training to City employees.
- f. Code Enforcement: The Fire District shall provide a Fire Code official to the extent necessary to enforce the International Fire Code and fire prevention measures enacted into the Monroe Municipal Code or otherwise.

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- ii. Fire Prevention and Investigation Services described in Section 1 shall be provided to the City without compensation to the Fire District except as follows:
 - a. The City shall continue to collect fire department (henceforth District) fees, as specified in the duly passed City of Monroe fees resolution, as now or hereafter amended, and remit these collected fees to the District on a quarterly basis. Provided, however, that the fee structure shall not decrease, unless the City is required by law to decrease the fees.
 - b. The City may retain a portion of the fire department (District) fees as specified in the fees resolution, as now or hereafter amended. Provided, however, that this portion shall never exceed 10%.
 - c. For services that are not reimbursed by a fee or otherwise, the Fire District's obligation to provide services at no charge shall not exceed the population growth rate of the City. More precisely, the total amount of uncompensated services provided in any given year shall not exceed the 2005 total services hours provided to Monroe (653 hours) plus a compound yearly increase equal to the prior year's population growth rate of the City. For purposes of this paragraph, the "population growth rate for the City" shall be deemed to be the rate set forth in the Washington State Office of Financial Management's Estimate of Population Report which is published annually in the month of April. Arson investigation and assistance in arsonist apprehension and prosecution shall not be included in the hourly limitations placed by this subparagraph on uncompensated services.

Fire Prevention Services provided by the District to the City shall be administered in the interest of the City and the District and shall perform all responsibilities required by applicable law in its role as the City Fire Code Official and Fire Marshal, including but not limited to any responsibilities specified for these officials in the International Fire Code and Monroe Municipal Code (as now or hereafter amended). Nothing in this Agreement shall be construed as requiring the City to use the Fire District exclusively for its Fire Code Official and Fire Marshal. All actions of the Fire

Code Official and/or Fire Marshal shall be subject to the approval of the City. The City may terminate the services of the Fire District as Fire Code Official and/or Fire Marshal at any time with 180 days advance written notice.

3. OWNERSHIP AND USE OF REAL AND PERSONAL PROPERTY

A. **Ownership not Affected by Annexation.** If the voters approve the annexation in the March, 2006 election referenced in the whereas clauses to this Agreement, the parties agree that the annexation will not alter any property ownership interests of the Fire District or the City in any real or personal property. Upon the expiration of the Joint Operating Agreement as specified in this Agreement, the ownership interests of the parties to any property subject to Joint Operating Agreement shall be as specified by the Joint Operating Agreement immediately prior to expiration, subject to the following modifications:

- i. The Fire District shall assume all outstanding obligations to pay for any personal property used by the Fire District under the Joint Operating Agreement until such time as the Council chooses to exercise its ownership rights as specified in Section 3(B) herein. For personal property involving any outstanding obligation to pay, the Fire District's ownership interest shall be its prorata share of all principal payments, past, present and future, made on the personal property. For example, if the Fire District pays for 50% of the purchase price of a vehicle, excluding interest, the Fire District shall have a 50% ownership interest in the vehicle.
- ii. The Fire District shall assume all repair and maintenance costs for any personal property identified in this Section 3. The costs of any such repairs and maintenance on personal property incurred after the expiration of the Joint Operating Agreement shall be added to the acquisition cost of the property and the Fire District's ownership interest shall be increased by the amount of such expenditure. For example, if the Fire District has spent \$4,000 in repairs and costs to a fire truck, the cost of the truck will be increased by \$4,000 and the Fire District's contribution to the truck increased by \$4,000 for purposes of determining the Fire District's ownership interest.
- iii. The Fire District shall assume all repair and maintenance costs for the real property identified in this Section 3, consisting solely of Stations 31 and 32. The costs of any repairs or maintenance to Stations 31 and 32 incurred after the expiration of the Joint Operating Agreement shall not be added to the acquisition cost of

the real property. The District shall consult with and acquire written approval from the City prior to making any substantial improvements to Stations 31 or 32. A “substantial improvement” shall be any improvement that is valued at 10% or more of the fair market value of the affected station. Nothing in this Agreement shall preclude the parties from agreeing to an alternative method of valuing the impact of improvements on ownership interest.

- B. Use of Real and Personal Property.** The Fire District shall have the exclusive right to use and possess the personal and real property identified in this Section 3 until such time as the City Council determines that it would like to exercise its ownership rights to any or all such property, PROVIDED, that the City shall still have the same access it enjoyed immediately prior to the execution of this Agreement to a Wellness Center. The City and the District shall enter into a separate interlocal agreement to address the use of the Wellness Center. The equipment identified in Exhibit A purposely does not include the Wellness Center exercise equipment and the repair, maintenance, liability and related provisions of this Agreement do not apply to the Wellness Center equipment

The City agrees it will not exercise its ownership rights until the current station bonds are paid off under the payment schedule in existence at the execution of this Agreement. The phrase “exercise its ownership rights” refers to the City Council’s decision to provide written notice to the District that it chooses to exercise its rights of ownership to the real property. Absent voluntary agreement, the rights of the City to possession and/ or disposition of the real property shall be defined by applicable law as it pertains to a joint purchaser of real property under the circumstances of purchase between the City and the District. The intent of this provision is to maintain the status quo on real property ownership rights that existed immediately prior to the execution of this Agreement, except as otherwise modified by this Agreement.

- C. Disposition of Property.**
- i. Should the City Council choose to exercise its ownership rights to any of the personal property identified in this Section 3 as specified by Section 3, B of this Agreement, the parties at that time shall determine (i) how the property is to be used or disposed and (ii) an equitable financial arrangement. Should the parties be unable to come to agreement within 90 days of the Council’s notice to exercise ownership rights, the property shall be liquidated pursuant to state law and the proceeds of sale allocated according to the parties’ respective ownership interests. The City shall be responsible for liquidating the property and the Fire District shall pay 50% of the liquidating costs.

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- ii. Should the City Council choose to exercise its ownership rights to any of the real property identified in this Section 3 as specified by Section 3, B of this Agreement, the parties at that time shall undertake a reasonable, good faith effort to determine (i) how the property is to be used or disposed and (ii) an equitable financial arrangement. Should the parties be unable to come to agreement, the right of the City to dispose or use the property shall be determined by the law applicable to joint purchasers of property.

D. Liability, Maintenance and Repair. Unless and until the City Council exercises its ownership rights as specified in Section 3, C of this Agreement, the Fire District shall assume all responsibility for liability, maintenance and repair of the property subject to this Section 3 to the same extent that it was the owner of the property. In this regard the Fire District takes all the property as is and the City makes no representations or warranties as to the suitability of the property for the uses intended by the District. The City waives all claims against the Fire District related to its maintenance and repair of the property subject to this Section 3. The Fire District agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising in any way out of the use or possession of the property identified in this Section 3, provided, however, that:

- i. The Fire District's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and
- ii. The Fire District's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Fire District and the CITY, or of the Fire District and a third party other than an officer, agent, sub consultant or employee of the Fire District, shall apply only to the extent of the negligence or willful misconduct of the Fire District.

E. Property Subject to Section 3. Property referenced as "subject to" or "identified" in Section 3 is comprised of property on Exhibit A.

- i. All other personal property shall be mutually agreed upon by addendum executed prior to December 31, 2005. Any real or personal property not expressly identified in this Agreement by December 31, 2005 shall not be subject to this Agreement.

- F. **Insurance.** The Fire District shall insure all property identified in this Section 3 to the same degree as Fire District assets. Any recovery from the Fire District's insurance carrier due to loss or damage shall be allocated to restoring the buildings. If restoring the buildings is not feasible the recovery from the insurance carrier shall be allocated to the parties in the same manner as if the property had been liquidated.
- G. **Sale, Lease, Transfer or Encumbrance.** The Fire District will not sell, lease, transfer or in any way encumber any of the personal property identified in Exhibit A without a 30 day written notice to the City. The District shall not sell, lease, transfer or in any way encumber the real property identified in Exhibit A without the written consent of the City.

4. **BONDED INDEBTEDNESS**

- A. In 1989 the District and the City incurred voter-approved indebtedness by the issuance of general obligation bonds. Funds for such bonds were used for the purchase and construction of stations 31 and 32.
- B. In the event of successful annexation of the City into the Fire District, the City shall continue to levy taxes and cover the debt service for the 1989 general obligation bonds until the City's debt is retired.
- C. The Fire District shall continue to levy taxes and cover the debt service for the 1989 general obligation bonds until the District's debt is retired.
- D. Annexation of the City of Monroe into the Fire District shall not require any City residents to assume any of the District's existing debt service or the Fire District's residents to assume any of the City's existing debt service.

5. **FIRE DISTRICT FEE FOR SERVICE**

- A. The City will continue to reimburse the Fire District per the Joint Operating Agreement for fire and emergency medical services until such time as the Fire District begins collecting property taxes within the corporate limits of the City of Monroe. For example, if the annexation election occurs in March 2006 and is approved by the voters, the City will continue to pay for the fire and emergency medical services for the 2006 calendar year. The intent of this paragraph is to ensure that City residents are not paying for District services through both the District levy and the City's regular tax levy at the same time and that unincorporated District residents are not paying for a disproportionate share of District services provided to City residents..

- B. The City shall continue to levy, collect and remit taxes within the corporate limits of the City in the same manner as set forth in the Joint Operating Agreement between the parties until the District has legal authority to do so. Nothing in this Agreement shall be construed as limiting the authority of the City to impose real property taxes once the District has the authority to levy real property taxes within the City.

6. LIABILITIES — INDEMNITY

- A. Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and officials harmless from all cost, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.

7. MODIFICATION

- A. This Agreement represents the entire agreement between the parties.
- B. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties.
- C. The Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the parties.

8. BENEFITS

- A. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

9. REPORT

- A. The Fire Chief will provide the City with a copy of the District's biennial audit report.

10. OBLIGATIONS CONTINGENT

- A. The obligations of the parties under this Agreement are expressly contingent upon receipt of a favorable vote on annexation at the March 2006 election.

- B. Except as otherwise expressly provided in this Agreement, in the event that the annexation ballot proposition is not submitted to the voters in March 2006, or in the event that the proposition is submitted and does not receive the favorable vote in both the District and the City that is required for annexation, this Agreement shall terminate and the parties shall have no further obligations under it.
- C. In the event that the annexation proposition is submitted and fails, the City and the District will continue to operate under the existing Joint Operating Agreement.
- D. In the event the annexation proposition passes, the Joint Operating Agreement shall immediately terminate except as otherwise provided in this Agreement, and the parties hereto agree to waive the 180 day written notice of termination requirement set forth in the Agreement thereof, and intend to operate pursuant to the terms of this Agreement.

11. COSTS

- A. Each party agrees to bear and pay its own expenses in connection with the negotiation and implementation of this Agreement, including, but not limited to, its attorney fees and consultant fees.

12. INTEGRATED AGREEMENT

- A. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto.

13. SEVERABILITY

- A. In the event that any section, sentence, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

14. LITIGATION

- A. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County.
- B. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney fees, in addition to any other award.

15. THIRD-PARTY RIGHTS

- A. Anything to the contrary notwithstanding, nothing contained in this Agreement shall be interpreted to create third-party rights in any person or entity not a party thereto.

16. EFFECTIVE DATE

- A. This Agreement shall become effective upon approval and execution by both parties.

17. TERM

The term of this Agreement shall be twenty years from the effective date. The Agreement shall automatically renew for additional five year terms unless terminated by either party by written notice within one calendar year of the termination date.

18. Ballot Propositions

Prior to December 1, 2006, the Commissioners shall submit a ballot proposition to the voters. The ballot measure shall request that the number of Fire Commissioners increase from three to five. If the ballot measure passes, the Commissioners shall fill the newly created seats with City residents. If the Commissioners fail to place the measures on the ballot by December 1, 2006, or if the Commissioners fail to appoint two City residents if the ballot measure passes, the Commissioners shall pay the City for its fair market value ownership share of the personal property identified in this Agreement by December 1, 2008. Upon reimbursement of the City's ownership share, the District shall have full ownership rights to the purchased property and this Agreement shall no longer apply to the property.

CITY OF MONROE	SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 3
By <u><i>Connie Helser</i></u> Mayor, City of Monroe	By <u><i>Gary Gerhardt</i></u> Chairman of the Board of Commissioners
Date <u>11-29-05</u>	Date <u>11-28-05</u>



MONROE CITY COUNCIL

Agenda Bill No. 16-115

SUBJECT:	Discussion: Garbage Contract Options
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
08/23/2016	Finance	Dianne Nelson	Dianne Nelson	New Business #1

Discussion: 08/23/2016

Attachments: 1. None

REQUESTED ACTION: Move to direct the Mayor and staff to bring forward a final contract for solid waste services with Republic Services, and associated code changes.

DESCRIPTION/BACKGROUND

The City has been in contract negotiations for the past year with Republic Services for solid waste services. The current contract with Republic Services has a term date of August 31, 2017. The final wording of the new contract is currently being reviewed before being brought to the full Council. This new contract includes these features:

- Approximate one percent (1%) reduction to retail rates.
- Annual clean-up day included in contract (was previously a separate charge to the City of approximately \$26,000).
- Six percent (6%) Admin Fee (same as current contract).
- Downtown litter receptacle collection included in contract.
- Municipal collection included in contract for City Hall, Police Station, Public Works/Parks Building, and Wastewater Treatment Plant.
- Republic Services will assume all responsibility and duties related to customer service and billing for solid waste services.
- Tentative start date of contract November 1, 2016. May be January 1, 2017, if there are delays with wording or reviews.
- Initial five year term, and continuously renewing every three years thereafter.
- Beginning two years after the commencement date, the City may end the automatic renewals with written notice.
- Includes coverage of service in the event of labor disputes, work stoppages, and inclement weather.
- After the six month anniversary date of the contract both parties agree to enter into good-faith discussion regarding change-in-recycling costs. This has to do with the reduced market value of recycling products.

IMPACT – BUDGET

With Republic Services taking on the customer service duties, the City will not have to fill the vacant customer service position at City Hall at this time. (This position is funded by utility revenues; not General Fund.)

There will be a one-time windfall of approximately \$985,000 from the fund balance in the Solid Waste Utility Fund, as this fund will be dissolved.

TIME CONSTRAINTS

The changes from this contract will require a code update. This is done by ordinance, which typically receive a first and second reading.

The tentative plan is to bring the contract in full, with code amending ordinances, to City Council at the September 20, and September 27, 2016, Council Meetings.



MONROE CITY COUNCIL

Agenda Bill No. 16-116

SUBJECT:	<i>Development Review Process Streamlining and Proposed Amendments to City Council Rules of Procedure regarding Ordinance Readings</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/13/2016	Community Development	David Osaki	Dave Osaki	New Business #2

Discussion: 09/13/2016
Discussion – Committee 08/09/2016

- Attachments:**
1. Proposed Amendment to City Council Rules of Procedure
 2. Current plat activity

REQUESTED ACTION: Move to amend City Council Rules of Procedure, Section 7.4, Types of Council Action, as presented in attachment 1, to allow for ordinances accepting final plats to be adopted upon first and final reading.

DESCRIPTION/BACKGROUND

At its August 9, 2016, meeting, the City Council’s Legislative Affairs Committee was presented with certain proposals intended to streamline the development review process.

In summary, the items presented and discussed included:

1. Amending the City Council Rules to provide for one ordinance reading of certain land use actions rather than two readings.
2. Amending the Monroe Municipal Code to place final decision-making authority on preliminary plats with the Hearing Examiner rather than the City Council (currently the Hearing Examiner holds a public hearing and makes a recommendation to the City Council, which then makes the final decision).
3. Amending the Monroe Municipal Code to require that public hearing notices be published/circulated a minimum of ten (10) days prior to a public hearing date (rather than 15 days as is currently required).
4. Amending the City of Monroe’s Public Works Standards to consolidate, clarify, and eliminate conflicting standards.

Item 1 above, an amendment to the City Council’s Rules, can be done by City Council action without the need for an ordinance or resolution. Items 2-4, in contrast, require amendments to the Monroe Municipal Code which must be done by ordinance and also require additional review of pertinent municipal code sections that need to be amended. This is currently being done and, once completed, those amendments will be brought forward in the future for discussion. Item 1 can therefore be implemented more quickly than items 2-4 should Council choose to do so.

In discussing item 1, the Council Committee direction was to provide for one ordinance reading of final plats only (as opposed to other land use actions such as rezones or code amendments).

Final plats do not require a public hearing. The final plat process exists to ensure that the requirements of preliminary plat approval have been met and that required improvements have been constructed or financially guaranteed (e.g. bonded). Unlike the preliminary plat process,

where decisions about lot layout, street layout, parks, drainage etc. are evaluated and made, there is limited discretion during the final plat process.

The proposal for a single ordinance reading on final plats responds to comments staff has heard from customers about the development review process. In March of this year, the City convened a permit Stakeholder Committee. Among the top priorities identified by the stakeholders included:

1. Amendments to codes/procedures, especially those that decrease timelines;
2. Making application forms consistent with Code; and
3. Improved Permit Software system.

A single ordinance reading for final plats would respond to decreasing timelines. *(NOTE: Many permit applications have already been updated to address stakeholder priority no. 2 above; and City staff has been reviewing permit software (Priority no. 3), although the latter is costly.)*

The final plat process is particularly important to developers since, except for model homes, building permit applications for single family homes will not be processed until the final plat has been approved by the City Council and then recorded with the County Auditor. Developers are often ready and eager to submit building permit applications as soon as the final plat process is complete.

Additionally, the high number of preliminary plat applications (see Attachment 2) currently being processed by the City means that several preliminary plats will benefit from reduced final plat processing timelines.

Amendment of the Council Rules for one ordinance reading of final plats does not preclude the City Council from deferring consideration of the final plat ordinance to a later date should, for some reason, the City Council wish more time to review the final plat application.

Finally, the permit process improvement amendments identified in this agenda bill are not exhaustive of the permit processing code amendments being considered. Staff and the City Attorney have identified other opportunities to clarify and improve codes and permit processes. These will be brought forward as time allows.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

N/A

PROPOSED AMENDMENT TO CITY COUNCIL RULES OF PROCEDURE

SECTION 7. TYPES OF COUNCIL ACTION

7.4 Ordinances. Ordinances are official acts of the legislative body enacting local law and must receive a minimum of four affirmative votes (see section 8.9). They are the most permanent and binding form of Council actions and may be changed or repealed only by a subsequent ordinance. Ordinances accepting final plats shall be read ~~[TWO TIMES]~~once before adoption. All other ordinances shall be read two times before adoption unless the Council waives a second reading. Adopting an ordinance on a first reading shall waive the second reading by implication if no express waiver is made.

Ordinances normally become effective five days after publication in the city's official newspaper. If an ordinance is subject to Initiative or Referendum process, there is a thirty-day waiting period. If legally sufficient petitions are filed, the ordinance may be rescinded or subject to a public vote.

The Mayor holds the exclusive power to review and veto Council's ordinances.⁸ Ordinances vetoed by the Mayor will be considered by Council in accordance with state law. Five affirmative votes, not including recusals, must be cast by Council members to override the Mayor's veto.



CURRENT AND FUTURE PLATS*

Plats		
Final Plats Recorded (Since September 2014)		
A	Columbia Crossing	20 lots
B	Eaglemont Division I	63 lots
C	Eaglemont Division II	46 lots
D	Evergreen Heights	71 lots
Preliminary Plat in Review or Approved		
E	Bear Mountain Estates	73 lots
F	Currie Farms	31 lots
G	Eaglemont Division III	36 lots
H	Eaglemont Divisions IV-VIII	89 lots
I	Foxborough	18 lots
J	Gilmartin	32 lots
K	Iron Eagle	32 lots
L	Klier-Parmenter	88 lots
M	Skyview Ridge	42 lots
Pre-application Meeting (Application Not Submitted)		
N	134th Street Plat	50 lots
O	Raspberry Hills	28 lots
P	Worthington Heights	101 lots

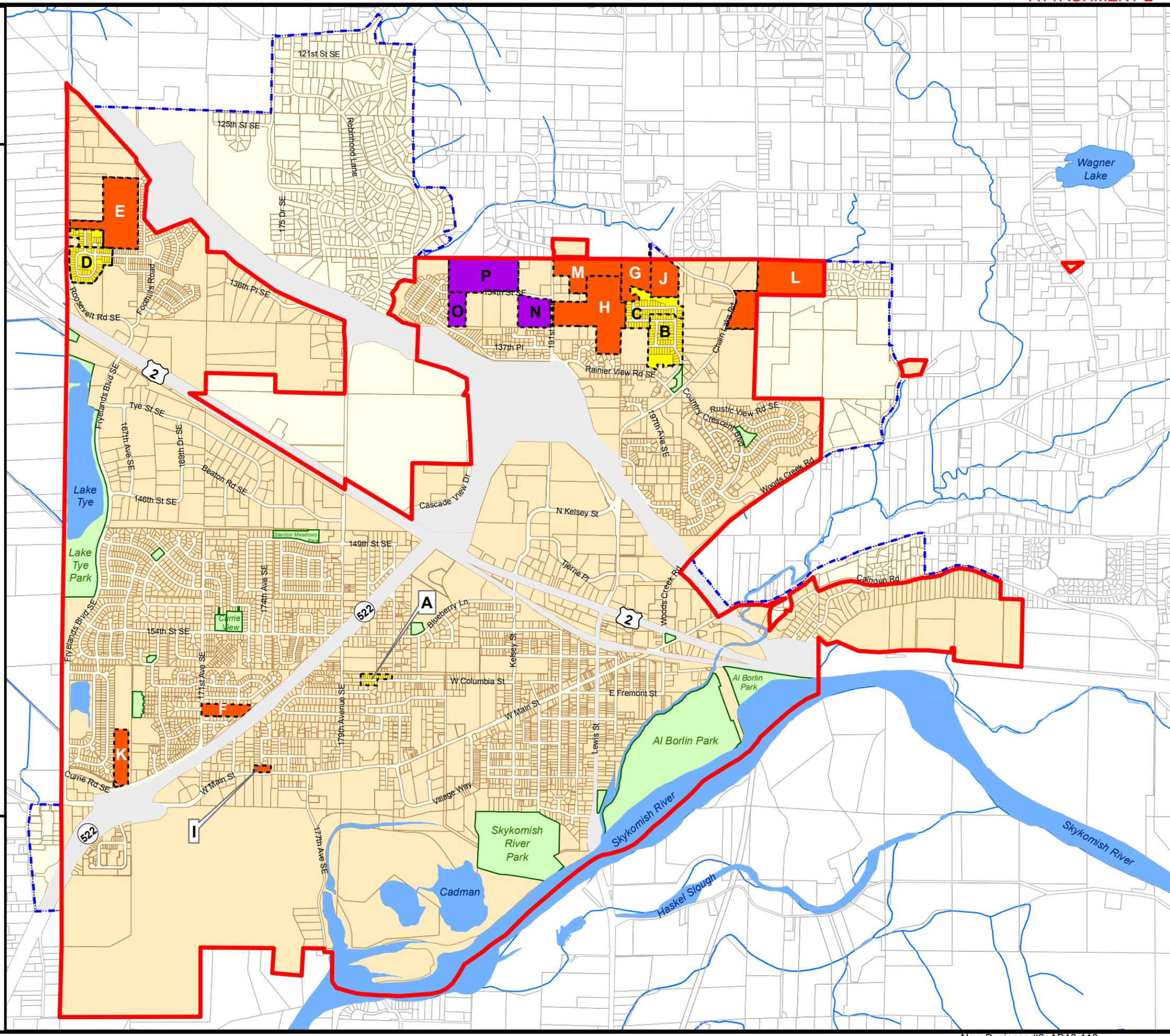
Boundaries	
	Monroe City Limits
	Urban Growth Area
	Parks
	Monroe Parcels
	UGA Parcels
	Primary Arterials

* This map does not include short plats, which have a total of nine or fewer lots, parcels, and/or tracts.



Map data shown is the property of the City of Monroe and Snohomish County. Inaccuracies may exist and the City of Monroe and Snohomish County imply no warranties or guaranties regarding any aspect of data depiction. No real estate decisions are to be made using this map. Please contact the City of Monroe Community Development Department to verify the designation(s).

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MONROE CITY COUNCIL

Agenda Bill No. 16-117

SUBJECT:	Ordinance No. 013/2016, Amending MMC 5.03, Admissions Tax; Final Reading
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/13/2016	Finance	Dianne Nelson	Dianne Nelson	Final Action #1

Discussion: 06/21/2016; 06/28/2016; 07/12/2016; 08/09/2016; 09/13/2016

First Reading: 08/09/2016

- Attachments:**
1. Proposed Ordinance No. 013/2016
 2. Admissions Tax Follow Up Information Sheet
 3. Example of Pass-Through Tax

REQUESTED ACTION: Move to adopt 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 presented for Council’s consideration.

Proposed ordinance adoption timeline:

- ✓ First Reading August 9, 2016
- Final reading/Adoption September 13, 2016
- Publication Date September 20, 2016
- Effective Date September 25, 2016

First reading of this ordinance was accepted on August 9, 2016; the following amendments have been made to the proposed ordinance since that time:

- Addition -- 5.03.020, Admissions tax levied – Section (14) added to include “any building, enclosure, or area for the purpose of observing a performance, competition, or athletic event;” and
- typographical errors identified in the ordinance have been corrected.

In response to City Council inquiries and requests for information at the August 9, 2016, Meeting, staff has prepared and included the following:

Attachment 1 -- Admissions Tax Information, including: an excerpt from MRSC’s “A Revenue Guide for Washington Cities and Towns,” current and past Admissions Tax activity at the City of Monroe, and items to consider when creating policy for admissions tax.

Attachment 2 -- An example of a “pass-through’ tax.

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.

14. Any building, enclosure, or area for the purpose of observing a performance, competition, or athletic event~~[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 or activity 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: September 13, 2016
Published: September 20, 2016
Effective: September 25, 2016

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth M. Smoot, MMC, City Clerk

J. Zachary Lell, City Attorney

Admissions Tax Info & Discussion

Excerpt from MRSC's "A Revenue Guide for Washington Cities and Towns":

"All cities may levy an admission tax in an amount no greater than five percent of the admission charge, as is authorized by RCW 35.21.280. This tax can be levied on admission charges (including season tickets) to places such as theaters, dance halls, circuses, clubs that have cover charges, observation towers, stadiums, and any other activity where an admission charge is made to enter the facility.

The statute provides exceptions for admission to elementary or secondary school activities and any public facility of a city or county public facility district for which the district has levied an admission tax under RCW 35.57.100 or 36.100.210. A city may, however, impose its own tax on admission to activities at a public facility district, in addition to the tax the district levies, if the revenue is used for the construction, operation, maintenance, repair, replacement, or enhancement of that public facility or to develop, support, operate, or enhance programs in that public facility.

The admission tax must be collected, administered, and audited by the city. Some cities exempt certain events sponsored by nonprofits from the tax. This is not a requirement, however."

Current and Past Admissions Tax Activity at the City of Monroe:

Currently the movie theatre is the only business paying the tax. The annual revenue is approximately \$130,000. In the past, payments have been received by The Pro-Wakeboard Tour event (starting in 2011; approximately \$250), and for cover charges from JR Phinickeys (2003 through 2006), and Keg 'n Cue in 2001, and NSA Nevada in 2004 for something in Sky River Ballfields. Jump Rattle & Roll is the only known business that is currently subject to admissions tax that is not paying. Non-profit organizations are exempt from the tax.

Some items to consider when creating policy for admissions tax:

- Tri-Monroe and Lake Tye Triathlon are both for-profit organizations. Participants pay a fee to be in the event. Is this an admission fee and subject to the tax?
 - The Skateboard tournament charges a fee to participate. Is this an admission fee, and taxable? There is no fee to watch the tournament.
 - Skyhawks also charges a fee to participate in their program. Is this an admission fee?
-

What other questions does Council have? What other information can we provide?

See past council packets for info on other cities admissions tax codes and rates.

Pass Through Tax = tax on customer, not on business	
Admission Price	\$ 10.00
Admissions Tax	\$ 0.50
Ticket Price; Total Paid by customer	\$ 10.50
City Receives	\$ 0.50
Business Receives	\$ 10.00

Business Tax = tax on business, not on customer	
Business Fee	\$ 10.00
Business Tax	\$ 0.50
Total Paid by customer	\$ 10.00
City Receives	\$ 0.50
Business Receives	\$ 9.50



MONROE CITY COUNCIL

Agenda Bill No. 16-118

SUBJECT:	<i>Approval of Proposed Blueberry Lane/N Kelsey Street Traffic Study</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/13/2016	Public Works	Brad Feilberg	Brad Feilberg	Final Action #2

Discussion: 09/13/2016

Attachments: 1. Proposed Scope of Work

REQUESTED ACTION: Move to approve use of Contingency Fund for the Blueberry/Kelsey Traffic Study in an amount not to exceed \$8,000.

DESCRIPTION/BACKGROUND

The City has been investigating the Blueberry/Kelsey intersection for some time and has developed four possible alternative actions. In order to determine the current extent of inappropriate lane usage, level of service of each of the alternatives, and where traffic is likely to go if left turns are prohibited data collection and analysis is required.

The consultants who completed the recent update to the City's Transportation Plan, Fehr & Peers, can complete this analysis for \$7,675.

IMPACT – BUDGET

\$7,675 from the contingency fund.

TIME CONSTRAINTS

N/A



August 31, 2016

Scott Peterson, P.E.
Division Manager, City of Monroe Public Works
806 W. Main Street
Monroe, WA 98272
Direct: 360-863-4606
speterson@monroewa.gov

Subject: Traffic Analysis of Blueberry Lane & N Kelsey Street Conceptual Designs

Dear Scott:

We appreciate the opportunity to assist the City of Monroe's design decisions at the intersection of Blueberry Lane & N Kelsey Street. The City has identified that vehicles are making risky turning movements at the study intersection. Northbound traffic queues on Kelsey Street either from the railroad crossing just north of the intersection or the traffic signal at US 2. Some vehicles are reported to drive in the wrong direction on Kelsey Street (northbound in the southbound lanes) to make a left turn at Blueberry Lane. To discourage this behavior, the City has developed four conceptual design changes at this intersection. This document details the scope of work and fee for Fehr & Peers to evaluate how traffic will operate under the four conceptual design changes at the Blueberry Lane and N Kelsey Street intersection. The scope of work includes:

Data Collection

- One week (Mon – Fri) of PM peak period vehicle counts collected using a video camera. Video will be submitted to the City. Data collection will occur during the week of September 12th or later, after schools are in session and depending on data collection firm availability.
- Video recordings will be reviewed to identify incidences of bad driving behavior.

Travel Demand Modeling

A travel demand modeling analysis will be completed to determine how travel patterns will re-route with the proposed turning restrictions in Concept A and C. This analysis will be completed with the same 2035 travel demand model used in the City's latest Comprehensive Plan update.



Traffic Operations Analysis

Intersection operation will be evaluated using the Synchro software to determine how the intersection level of service (LOS) will change under each of the four design concept. The LOS will be evaluated for both the existing and forecasted 2035 traffic, for a total of eight LOS evaluations.

Deliverables

We will prepare a memo to summarize the traffic analysis of the four conceptual designs. Fehr & Peers will also attend one public workshop or City staff meeting to present the results of our analysis.

Budget & Schedule

The fee for this work is not to exceed \$7,675 including expenses. A breakdown of the hours by task follows.

Task	Staff & Billing Rates			Subtotal
	Kendra Breiland	Carmen Kwan	Engineer/Planner	
	Principal	Traffic Engineer/Planner III		
	\$205	\$135	\$110	
Video Review for Poor Driving Behavior		2		\$ 270
Traffic Modeling & 2035 Volume Forecasts	1	4	4	\$ 1,185
Synchro Operations Analysis	1	4	8	\$ 1,625
Documentation	1	2	8	\$ 1,355
Workshop to Present Findings	4	10		\$ 2,170
Administration				\$ 220
Direct Cost (traffic counts)				\$ 850
	Total			\$ 7,675

We can complete our analysis and submit a memo by October 12, 2016, assuming we receive traffic counts by September 21, 2016.



If you agree with these terms, please countersign below and return a copy of this letter. We have also attached our Standard Terms & Conditions and our Current Hourly Billing Rates which will be applied to this contract. We appreciate this opportunity to assist the City of Monroe on this project, and we look forward to working with you. Please call if you have questions or need additional information.

Sincerely,

FEHR & PEERS

Carmen Kwan, EIT

Transportation Engineer/Planner

Kendra Breiland, AICP

Principal

P16-789

ACCEPTED BY:

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Attachment: Standard Terms and Conditions

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, September 1, 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. Employee Maintenance Center – Chris Beck
- 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 21, 2016, Board of Directors' Workshop.
 - B. Approval of minutes of the August 4, 2016, Board of Directors' Meeting.
 - C. Award of contract amendments under RFP #12-16, Trip Planner Consulting Services.
 - D. Final acceptance of ITB #25-15, McCollum Park and Ride Transit Lane Improvements.
 - E. Approval of vouchers dated July 7, 2016, in the amount of \$410,737.95.
 - F. Approval of vouchers dated July 8, 2016, in the amount of \$717,559.86.
 - G. Approval of vouchers dated July 12, 2016, in the amount of \$488,337.83.
 - H. Approval of vouchers dated July 13, 2016, in the amount of \$379,566.80.
 - I. Approval of vouchers dated July 15, 2016, in the amount of \$1,127,687.85.
 - J. Approval of vouchers dated July 19, 2016, in the amount of \$2,458,900.72.
 - K. Approval of vouchers dated July 20, 2016, in the amount of \$2,023,794.37.
 - L. Approval of vouchers dated July 22, 2016, in the amount of \$315,916.99.
 - M. Approval of vouchers dated July 25, 2016, in the amount of \$201,803.58.
 - N. Approval of vouchers dated July 26, 2016, in the amount of \$376,559.83.
 - O. Approval of vouchers dated July 29, 2016, in the amount of \$1,613,555.06.
 - P. Approval of July 2016 Payroll:
 - 1. Direct Deposits Issued, #s 302478 – 303733, in the amount of \$2,349,305.94.
 - 2. Paychecks Issued, #s 100152 – 100222 in the amount of \$96,177.82.
 - 3. Employer Payroll Tax Deposits, in the amount of \$273,357.04.
- VII. ACTION ITEMS***
 - A. Approval of Resolution No. 06-16, Swift II Bus Rapid Transit Local Funding.
 - B. Award of contract options on RFP #46-10, Paratransit Services.
- VIII. CHAIRMAN'S REPORT**
- IX. CHIEF EXECUTIVE OFFICER'S REPORT**

* indicates attachments

- X. BOARD COMMUNICATION
- XI. EXECUTIVE SESSION
- XII. OTHER BUSINESS RELATED TO THE CORPORATION
- XIII. ADJOURN



Mayor Jon Nehring, Chair

AGENDA

Tuesday, Sept. 13, 2016
3:00 – 5:00 p.m.
Rucker Building Auditorium

1. Call to Order

2. Roll Call

3. Approval of Minutes of the Regular Meeting of August 9, 2016

4. Consent Agenda

- a. Approval of vouchers and Resolution 16-013 authorizing August 2016 expenditures for Health District and PHEPR fund

5. Public Comment

6. Special Business

- a. Proclamation in honor of Steve Uberti and his service to the Health District as General Legal Counsel

7. Action Items

- a. Approve Weed, Graafstra & Associates contract for General Legal Counsel (SR 16-052; P. Mayer, T. Smith)

8. Briefing

- a. Ruckelshaus Center Assessment Report (Staff report and final assessment report forthcoming; P. Mayer, H. Thomas)
- b. 2017 Budget Kick-off/Process Overview (Brief presentation, no staff report; P. Mayer)
- c. Financial Report (SR 16-054; J. Chapman, no presentation)

9. Chair's Report

10. Health Officer's Report

SR 16-053 – G. Goldbaum

11. Information Items

- a. Review of upcoming meetings. (All meetings held at Snohomish Health District unless otherwise noted.)



- 1) 2017 Budget Ad Hoc Committee meetings:
 - Sept. 19, 3 p.m.
 - Sept. 29, 10 a.m.
 - Oct. 18, 2:30 p.m.
- 2) Public Health Advisory Council (PHAC) – Sept. 28, 7:45 a.m.
- 3) Board of Health – Oct. 11, 3:00 – 5:00 p.m.

12. Adjournment

Reception following in honor of Steve Uberti and his service to the Health District as General Legal Counsel for over 35 years

The public is invited to attend. Parking and meeting rooms are accessible for persons with disabilities. Questions or additional information about the board meeting may be obtained by contacting Linda Carl at 425.339.5210; Relay: 711; Email admin@snohd.org. To request reasonable accommodations, please contact Ms. Carl by Friday, Sept. 9, 2016. It's customary for each board meeting to include an assigned period for public comment from individuals present at the meeting. Generally, the public comment occurs near the beginning of the meeting and comments are limited to no more than three minutes per person. The Chair of the board may, as circumstances require at each meeting, reduce the time allotted to individuals or reduce the overall time assigned for public comments.

BOARD OF HEALTH MINUTES

3.



**Snohomish Health District
Board of Health Minutes
Regular Meeting
August 9, 2016**

Meeting was held at Snohomish Health District, 3020 Rucker Ave., first floor Auditorium

Members Present

Christine Cook, Councilmember, Mukilteo
Adrienne Fraley-Monillas, Councilmember, Edmonds – BOH Vice Chair
Benjamin Goodwin, Councilmember, Lynnwood
Kurt Hilt, Councilmember, Lake Stevens
Ken Klein, County Councilmember
Scott Murphy, Councilmember, Everett
Jeff Rasmussen, Councilmember, Monroe
Terry Ryan, County Councilmember
Brian Sullivan, County Councilmember – BOH Chair
Donna Wright, Councilmember, Marysville

Members Absent

Mark Bond, Councilmember, Mill Creek
Hans Dunshee, County Councilmember
Dan Rankin, Mayor, Darrington
Sean Richards, Councilmember, Mountlake Terrace
Stephanie Wright, County Councilmember

Call to Order

The August meeting of the Board of Health was called to order at 3:07 p.m. by Board Chair Brian Sullivan in the auditorium of the Snohomish Health District Rucker Building. Roll call was taken by Linda Carl who reported there was a quorum present.

Minutes

It was moved by Vice Chair Adrienne Fraley-Monillas and seconded by Mr. Scott Murphy to approve the minutes of the regular meeting held July 12, 2016. The motion passed unanimously.

Consent Agenda

It was moved by Mr. Ken Klein and seconded by Ms. Donna Wright to approve Resolution 16-012 authorizing July 2016 public health expenditures and voucher check numbers 62682 through 62846 totaling \$1,409,994.95, and to approve the Site Hazardous Assessment Contract (SR 16-047). The motion passed unanimously.

Public Comment

There were no volunteers to speak during public comment. Chair Sullivan closed the public comment period.

Action Items

2016 Mid-Year Financial Report and Budget Amendments (SR 16-050):

Judy Chapman, Business Manager, gave the oral report as of the second quarter. She reported on the current budget, actuals, and adjustments. Included in the 2016 budget is a significant capital expenditure budget, and we're relying upon \$1.9M of fund balance to fund this year's operations and capital improvements. Sixty-five percent of the agency's funds are restricted (or categorical) and can only be used for specific purposes. The remaining resources are static or declining and are unpredictable, which limits the Health District's ability to institute change. Intergovernmental revenues are fluctuating, licenses and permit revenues are up in the Environmental Health division, Medicaid administrative match is dropping, the WIC caseload continues to drop, and the 1/10th of 1% mental health sales tax funding for First Steps will end this year. Expenditures continue to increase. We continue to do selective hiring and realignment of positions. Charges for services are going down. Our budget anticipated increased revenues for third-party insurance billings based on a consultant's analysis; however, those revenues are not materializing.

License and permits collections are higher at the beginning of the year due to food permits, and there is a slight uptick in May due to seasonal pools. So far in 2016, the trend continues except for a 24% increase in onsite sewage permits, which is identified in the budget adjustment. We've received the Solid Waste contract, which will reimburse the 2015 solid waste expenditures in the fund balance and is also included the budget adjustment. Other contract renewals are on track. Charges for services are significantly lower than past years partly due to closing the immunization clinic. Miscellaneous revenue includes rent in the Rucker Building, which is on track. We've employed a new agent to more aggressively market the Lynnwood space and anticipate cost-savings or additional revenue once a new tenant is found. We're currently on track with salaries and benefits; we have eight current vacancies – five of which are actively being recruited.

Capital expenditures represent the majority of under-spending so far this year; these expenditures will be made later in the year. Some phases of the EH system have been implemented, with go-live on time and attendance launched on June 6. The financial system software for human resources and payroll is in phase one with implementation in progress; phase two will implement purchasing, accounts payable, cash disbursement, and general ledger. We're reviewing the requirements and will include electronic payments, purchasing cards, streamlining the purchasing function, while increasing oversight to continue sound practices and reduce administrative overhead. The IS system upgrades have started and we're working on an email upgrade; we're negotiating with Snohomish County to redesign our network infrastructure and required preliminary work has begun. Rucker Building upgrades/renovation are on hold to obtain more direction from the Board.

There are several adjustments, detailed in Exhibit B of the staff report. In the general fund, we have an adjustment of about \$50K to fund balance, including revenue and minus some expenses, with a .9 FTE increase request. In the PHEPR fund, there's a slight increase in revenue offset by a slight increase in



associated expenditures. In the 2015 reimbursement line, it's the total sum of the contracts renewed to reimburse us for 2015 EH shortfall. It will go directly to fund balance. Next steps: we'll continue to scrutinize vacancies, monitor third-party billing and other charges for services, monitor federal grant revenues that expire in September and make sure we get our renewals. We'll come back with another review at the end of the third quarter.

Mr. Murphy asked about the billings to insurance companies – have we gone back to the consultant and asked what assumptions were not panning out? Ms. Chapman responded that no, we haven't done that analysis. Mr. Murphy asked if staff could go back and review what it is that's causing us to fall short.

Ms. Fraley-Monillas asked the amount in reserves. Ms. Chapman said the projected ending fund balance (without reserves) is \$5.5M, with \$2.2M in working capital/emergency fund reserves. We also set aside compensated absences that don't show on the financial statements; after excluding that set-aside, the available fund balance is about \$1.5M.

Mr. Murphy moved and Mr. Kurt Hilt seconded the motion to amend the 2016 Snohomish Health District budget to reflect an increase to the 2016 operating budget revenues of \$200,940 and \$150,324 in expenditures for a total net impact to fund balance of \$50,616 and 0.9 FTE, and the motion to reimburse the general fund for 2015 expenses in the amount of \$581,347. The motions passed unanimously.

Environmental Health Customer Service Staffing Request (SR 16-049):

Mr. Jeff Ketchel, Environmental Health Director, introduced staff report 16-049 regarding a request to add a customer service specialist position for EH and vital records. Mr. Ketchel explained there has been a sharp increase in all areas of the customer service section; additionally, there are several pending retirements in the division. The new position would provide customer service and timely responses to the permits and applications process, as well as be trained in preparation for inevitable retirements.

Mr. Klein commented that he's heard from people who are interested in having the permitting timeline move faster, so he supports this motion.

Mr. Klein moved and Mr. Hilt seconded the motion to authorize the addition of a 1.0 FTE Program Specialist 2 in the Customer Service Section, funded from current revenues in the Environmental Health Land Use Section, and the motion to amend the agency's 2016 budget to reflect \$39,988 in additional personnel costs. The motions passed unanimously.

Program, Committee, and Standing Reports

Ms. Nancy Furness, Communicable Disease Director, gave a report on recent events in the division. She reported that late on July 18 Health District received reports of two children with E.coli bacteria, which has a 5 to 10% risk of causing potentially life-threatening kidney complications. Both children were hospitalized and both children attend the Monroe Montessori School. One of the children attended the school for five days while ill, creating a high risk of exposure to staff and other children. Health District staff assessed the facility the next day and found deficiencies in cleaning and sanitizing as well as inconsistent and unsupervised hand-washing of the children. Parents were notified of the possible exposure, and a Health Officer's order was issued to close the school on July 20. Response included



working with school staff to ensure thorough cleaning and disinfection of the facility; once all requirements were met, the school was allowed to reopen. Parents were asked to not send their children to alternate child care while the school was closed since even asymptomatic children could be contagious. Health District staff worked closely with the Department of Early Learning; they reviewed and revised school practices, such as hand-washing. To prevent the spread of E.coli, all children and staff were required to be tested (provided for free). Eighty-three staff and children were tested; one child with symptoms was sent to the family's primary care provider.

The Health District activated incident command because the event required resources beyond the CD division. Over two weeks, about 20 Health District staff were involved across several departments.

The school reopened on July 25. Health District staff were onsite for three days to screen children and staff for symptoms. No additional cases of E.coli were found, and both children who were hospitalized have been released from the hospital and have been cleared to return to normal activities, including school.

Ms. Furness noted the partnerships necessary to respond to such an event, including those within and outside Health District. Ms. Thea Heineman, director of the Montessori School, thanked Health District staff for their help during the experience, including working weekends. She said it was a daunting project, but with support of parents and staff, they were able to reopen quickly.

Mr. Hilt asked how many staff are employed through the PHEPR grant; Ms. Furness responded that there are four full-time staff.

Mr. Pete Mayer, Deputy Director, added that one challenge for local public health is maintaining the skills and capabilities for "surge" events such as this. He indicated that the Health District relies on a shared response among divisions; if there were multiple events at the same time, we'd have to rely more on local and state partners. He noted this event was extensive, and the staff responded commendably. Dr. Gary Goldbaum, Health Officer, added that this was truly a partnership with the State Department of Health. We employed brand-new technology that provided test results within 24 hours; it was the first time this technology was used locally. This is a reminder of how we all work effectively together.

Next, Mr. Brant Wood, Chair of the Public Health Advisory Council, gave a brief report on the PHAC's July 27 meeting. He reported that Dr. Goldbaum gave a presentation that will be provided to city councils in the next few months and asked for the PHAC's feedback. Members of the PHAC felt the \$2 per capita was a good start to help with the Health District's funding.

Chair's Report

There was no Chair's report.

Health Officer Report (SR 16-046)

Dr. Goldbaum reported that there have been two new developments in the Zika virus outbreak. The first is that local mosquito-borne transmission has been reported in Florida (outside Miami). The CDC's

recommendation is for pregnant women to avoid travel to that area. Also, it was discovered that the virus can be sexually transmitted from women to men.

The Seattle Pain Clinic, operated by Dr. Frank Lee, has been closed due to the suspension of Dr. Lee's license. About 11,000 patients on chronic opioid therapy have been affected; we're working with the State Department of Health, which has activated its incident command, and with the medical community on convening local providers to address how we can assure adequate access to pain management in the community. We have to rely on primary care providers to help care for these patients.

Dr. Goldbaum continues to work on making opioid overdose a notifiable condition. Providence Emergency Department and the Medical Examiner's Office have agreed to provide reports; eventually he'd like the EMS community to provide reports as well. We're trying to understand the magnitude of the problem; right now we know that deaths are increasing. Our resources to respond, however, are limited.

Work Session – Facilitated discussion exploring Health District's \$2 per capita investment proposal (SR 16-051)

Dr. Goldbaum welcomed invited guests and noted that today's message is similar to the presentations that Health District staff are providing to city councils in August and September. At the heart of this message is that the Health District's purpose is to protect the public and promote good health. He began the presentation with a brief history of public health achievements in the last 100 years in preventing disease and protecting health. However, there's more work to be done in the 21st century, such as addressing emerging diseases, childhood obesity, the opioid epidemic and more.

Dr. Goldbaum then reviewed the Health District's revenue and expense trends from 1997. Nationwide the average is \$41 per capita spent on public health; in Snohomish County it's \$22 per capita (second from the bottom in Washington State, with only Yakima spending less at \$13 per capita). Without added funding, layoffs loom and vital services are at risk, including the Health District's response to emergencies (such as H1N1 and the SR530 slide) and emerging issues (like the opioid epidemic). However, if all Snohomish County cities contribute \$2 per capita, the Health District can continue to ensure addressing public health issues, at both the county and city levels. Health District staff will also approach the legislature for funding of foundational public health services.

Mayor John Spencer (city of Lake Stevens) asked the definition of "trauma-informed care." Dr. Goldbaum explained that trauma-informed care asks "why" children act out and then addresses the issue and helps them to overcome it so they have a better chance to be successful in school.

Ms. Margaret Norton Arnold facilitated the following discussion regarding the Health District's \$2 per capita request to cities and the County.

Mr. Bob Bolerjack (executive director, city of Everett) noted that public health is upstream of issues. In regards to the per capita ask, he stated that every city has to be "all in."

Mr. Hilt said this topic is relevant to issues that are discussed in Lake Stevens, such as addressing homelessness, the opioid epidemic, and emergency preparedness.



Mayor Spencer said his city's Facebook site receives a lot of comments regarding homeless camps. He let his staff know today that \$2 per capita needs to be included in the budget. He asked if the county has a utility tax. Dr. Goldbaum noted that the Health District has no taxing authority; Chair Sullivan added that the County cannot tax utilities – only cities have this capability.

Ms. Fraley-Monillas gave feedback from staff's presentation to the Edmonds City Council. She reported there was some support but they'd like more information. They also asked about a one-year contract that included reviewing the budget again next year.

Ms. D. Wright said she hasn't received specific feedback from her council (Marysville) as of yet; more discussion is needed.

Mr. Murphy wants to make sure the priorities for funding are foundational, countywide services, rather than services that can be provided by other agencies; there may also be additional opportunities for cost-savings.

Ms. Fraley-Monillas agreed that basic, foundational services are the priority. A list of what cannot be accomplished if there's not additional funding is also important information to share with cities.

Mayor Spencer added that the Health District addresses issues the cities can't do alone, such as the opioid issue and its effect on citizens.

Mr. Hilt said messaging is important. The Board needs to be able to articulate what public health does and be able to communicate that message. A tool that might help is a one-page flyer with talking points.

Mr. Mayer said that the challenge for staff is adequately educating the Board during monthly meetings, balanced with Board members possibly being on the Board only one year.

Mayor Spencer said that communicating in a persuasive way is challenging, but there are those who can tailor the message effectively for cities. A message he found effective, for instance, is the Sheriff's statement that "we can't police our way out" of the opioid epidemic.

Ms. Fraley-Monillas acknowledged that Board members rotate, and maybe staff can focus on four or five countywide issues, such as the opioid epidemic, that affects every city, regardless of size.

Board members noted that the challenge for cities is that budgets are tight. Mr. Mayer noted that the Health District is a junior special-purpose district and as such doesn't have taxing authority. It also doesn't have a vehicle-replacement or capital-replacement fund; in addition, many revenues are restricted.

Ms. D. Wright mentioned that perhaps city money could go to capital improvements; Mr. Murphy said that it might be less compelling, however, to get the cities onboard.

Mr. Jeff Rasmussen is waiting to hear from the other cities he represents after they have their council presentations. He said having talking points would help provide a tangible connection for cities. He noted that a longer-term plan would be helpful and asked if a document could be developed that shows the effects if some cities don't contribute.

Mr. Murphy added that a one-year commitment doesn't offer staff the ability to plan ahead.

Ms. Heather Thomas, Public and Government Affairs Manager, clarified that the model is based on every city and the County contributing \$2 per capita. The Health District will work with cities on what makes sense for them regarding the length of their commitment.

Mr. Bolerjack commented that it has to look equitable, and Mr. Murphy said the structure should be the same for all cities.

Dr. Goldbaum stated that the Health District is asking each of the Board members to pitch in and be onboard with this proposal.

Michael Stevens (councilmember, city of Marysville) asked about putting a sustainable financial program in place. Steve Uberti, Health District general legal counsel, responded that there's no state law providing a mechanism for sustainable public health funding.

Mayor Spencer requested a list of goals/deliverables that can be addressed using city contributions. He added that the Health District has cut the fat and now we're to the point of cutting muscle.

Ms. Chris Cook agreed that deliverables and partnerships are important. She indicated that sometimes it's hard to define what the Health District does because when things are going well, public health is invisible; people think about it only when there's a crisis. The Mukilteo city council asked what will be cut if they don't contribute, and they asked why the County is not funding at the previous level.

Chair Sullivan responded that Snohomish County is currently funding at \$400K/year higher than what it's required to fund. Previously it had been as much as \$1.2M/year over the required amount. Post-recession, the County is using money from the CDMH (sales tax on mental health) funds. This is supplantation, which the County is required to stop doing per state law. He added that in the past, cities contributed to public health, and in the 1980s it was included in the MVET (motor vehicle excise tax); however, I-695 eliminated that funding. The legislature backfilled for many years, but that funding has been flat. Mr. Mayer added that staff can provide this brief history to the Board and will add it to the presentations.

Mr. Terry Ryan added that it would be great if cities could start contributing.

Mr. Mayer reviewed the cities that are scheduled for council presentations in the next few weeks. He noted that the \$2 per capita proposal will go to the budget ad hoc committee in September.

Chair Sullivan said that administering 20 interlocal agreements each year would be a big undertaking. The issue is heartfelt and we all need to work together. He asked Board members to express to their city councils what services the Health District provides, how well we provide them, how we've done more with less, and how we're now doing less with less.



Ms. Fraley-Monillas then gave an update on the hiring process for the Health District's legal counsel. She reported that she and Mr. Murphy participated in the interview process with Health District leadership. Summit Law is the selected firm for employment/labor counsel; references are currently being checked for the top firm for general legal counsel. In September the contract for general legal services will be brought forward to the Board.

Mr. Rasmussen thanked Health District staff for all their work on recent issues in Monroe, and he gave kudos to the Monroe School District and Monroe Montessori School for all their efforts in dealing with recent challenges.

Chair Sullivan noted that the next Board meeting is September 13.

Adjournment

The meeting was adjourned at 5:11 p.m.

Brian Sullivan, Chair

Gary Goldbaum, M.D., M.P.H., Secretary

CONSENT AGENDA

4.



SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

RESOLUTION NUMBER: 16-013

RESOLUTION SUBJECT: AUTHORIZATION OF AUGUST 2016
PUBLIC HEALTH EXPENDITURES

WHEREAS, the Auditing Officer of Snohomish Health District has certified accounts due in August 2016 pursuant to RCW 42.24.980;

NOW, THEREFORE, the Board of Health does authorize payment of Snohomish Health District accounts payable vouchers and payroll checks in the amount \$1,433,088.97 processed for payment from July 24, 2016, through August 23, 2016.

The following voucher/warrants are approved for payment:

	<u>TOTAL</u>
Voucher check numbers: <u>62847</u> through <u>63154</u>	\$1,433,088.97

ADOPTED this 13th day of September 2016.

Judy Chapman, Auditing Officer

Brian Sullivan, Chair
Board of Health

ATTEST:

Gary Goldbaum, MD, MPH
Health Officer and Director

SPECIAL BUSINESS

6.



Snohomish Health District Proclamation

WHEREAS, Steve Uberti graduated from the University of Washington and received his law degree from the University of Puget Sound; and

WHEREAS, since 1976, Steve has been actively practicing law in Everett, and in the early 1980s became the legal counsel for the Snohomish Health District; and

WHEREAS, in over 35 years with the Health District, Steve provided exceptional legal advice and counsel. He consistently attended monthly Board of Health meetings, committee meetings, and ad hoc meetings. He was always prepared, professional, knowledgeable, and helpful while providing Board members and Health District staff with sound legal counsel; and

WHEREAS, Steve worked diligently with the Board of Health and staff to enact ordinances for a healthier Snohomish County, including guidelines for smoking in public places, restrictions on vaping products, and the secure medicine return program; and

WHEREAS, Steve is a member of the Snohomish County Bar Association, the Washington State Bar Association and the Washington State Trial Lawyers Association/Washington State Association of Justice. Martindale-Hubbell Peer Review has awarded Steve its highest rating for legal abilities and ethical standards; and

WHEREAS, Steve has been actively involved in the Everett community with organizations such as the Everett Public School Foundation, Snohomish County Red Cross, United Way of Snohomish County, Everett Chamber of Commerce, and the Rotary Club of Everett; and

WHEREAS, after a long and distinguished career in the law profession, Steve is finally ready to retire and enjoy some well-deserved relaxation.

NOW, THEREFORE, BE IT RESOLVED that the Snohomish Health District Board of Health recognizes Steve Uberti for his dedicated service as general legal counsel to the Snohomish Health District and thanks him for his professionalism, commitment, integrity, and sound counsel. We wish Steve and Connie all the best in their retirement years together.

ADOPTED this 13th day of September 2016

Brian Sullivan, Chair, Board of Health

ACTION ITEM

7.

LEGAL SERVICES AGREEMENT	<p>Proposed Board Action:</p> <p>To accept the terms of the legal services agreement with Weed, Graafstra & Associates, Inc., P.S. as further described in Exhibit A and authorize the Deputy Director to execute the agreement.</p>
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Division/Program: Administration (Peter M. Mayer, Deputy Director | Chief Operating Officer)

Exhibits: A. Agreement Between Snohomish Health District and Weed, Graafstra & Associates, Inc., P.S.

Prior Board Review: None

Approved by Deputy Director | Chief Operating Officer:



Background

Steve Uberti with Shipman and Uberti, P.S., a professional service corporation, has provided General Counsel services to the Snohomish Health District for approximately 34 years and informed the District in early 2016 of his intention to retire within the year.

As General Counsel, Mr. Uberti has provided advice and interpretation of municipal corporation law as it applies to District activities and as necessary in collaboration with the district's insurance provider, Enduris. Mr. Uberti has provided general legal assistance, representation and consultation, as well as a review of policies, contracts and grants. Mr. Uberti has provided guidance and assistance in defending and pursuing legal claims involving the District, represented the District in litigation and administrative proceedings, and coordinated with outside legal counsel. Additionally, Mr. Uberti has regularly attended all meetings of the Board of Health; advised the Board on policy matters, interpreting applicable laws and reviewing legislative proposals to be considered and approved by the Board; and provided consultation upon request.

Similarly in service to the Health District, Summit Law Group, a professional limited liability company has provided labor and employment advice to the agency since 1998. Rod Younker has been the principle attorney providing employment law advice and representation as early as 1994. The current contract concludes December 31, 2016. The firm has coordinated with the District's bargaining agents and provided annual training sessions. Additionally, the firm has coordinated and helped conduct all collective bargaining sessions and represents the District in grievance, arbitration and employment related litigation as needed.

Request for Proposals

As a result of the impending retirement of Mr. Uberti and Summit Law's contract nearing conclusion, staff proceeded to issue a Request for Proposal (RFP). In early summer, RFP #2016-001 was issued soliciting responses from interested qualified individuals and/or firms to

provide general counsel and/or labor and employment legal services. A total of eight firms responded, two firms provided a response to both general counsel and labor and employment services.

The three firms offering to provide general legal counsel services exclusively were:

- Weed, Graafstra & Associates
- Mill Creek Law
- Bailey Duskin Peiffle

The two firms offering to provide both general counsel and labor and employment services were:

- Richard L. Hughes
- Ogden Murphy Wallace

The three firms offering to provide labor and employment services exclusively were:

- Sebris, Busto & James
- Summit Law
- Preg O'Donnell & Jillet

Recommendation

An ad-hoc committee of the Board of Health (B. Sullivan, S. Murphy, A. Fraley-Monillas) together with a staff group of 10 scored all submittals. Scores were weighted and the top firms invited to interview included: Weed, Graafstra & Associates; Ogden Murphy Wallace; and Summit Law.

The ad-hoc committee together with the agency's Director/Health Officer and Deputy Director/Chief Operating Officer conducted and scored the interviews. The team recommends the Board proceed with legal services contracts with Weed, Graafstra & Associates for general counsel services and Summit Law for labor and employment services.

Due to Mr. Uberti's impending retirement, staff seeks the Board authorization to enter into a contract with Weed, Graafstra & Associates for a two-year period, effective September 14, 2016, and concluding September 13, 2018. Upon mutual agreement, the contract may be extended for two, two-year periods. The parties have agreed to the terms as described in Exhibit A, and upon the Board's authorization, staff will secure signatures.

Summit Law continues providing labor and employment services to the District through December 31, 2016, under their current contract. Staff will return to the Board before the current term expires seeking approval of a new contract with similar conditions and terms to that of Weed, Graafstra & Associates.

Board Policy Review

Consistent with Resolution 11-26 (12/13/11) and SHD's "Division of Responsibilities," the Board of Health retains contract approval authority for all contracts for legal services.

Recommended Motion:

Peter M. Mayer, Deputy Director | Chief Operating Officer

MOVE TO accept the terms of the legal services agreement as further described in Exhibit A and authorize the Deputy Director to execute the agreement.

EXHIBIT A

**AGREEMENT BETWEEN
SNOHOMISH HEALTH DISTRICT
AND
WEED, GRAAFSTRA & ASSOCIATES, INC., P.S.**

This Agreement is made by and between the Snohomish Health District, hereinafter referred to as "District," and Weed, Graafstra & Associates, Inc., P.S., a Professional Service Corporation, hereinafter referred to as the "Contractor."

IN CONSIDERATION of the mutual promises and covenants contained herein,

IT IS, THEREFORE, MUTUALLY AGREED:

1. Legal Services. The Contractor will provide legal services and representation to the District as described on Exhibit A hereto.
2. Responsible Attorneys. Grant Weed is hereby designated as the primary attorney responsible to the District for all matters pertaining to the client's affairs and legal issues. Mr. Weed shall make every effort to attend all Board of Health meetings, and be the primary contact for the District with respect to legal matters described on Exhibit A. Mr. Weed shall determine which lawyers, legal assistants, and secretarial personnel in the firm will provide any legal services to be delivered under this Agreement.
3. Payment by the District to Contractor. The District agrees to pay for legal services as follows:
 - 3.1 For the initial two-year term of the agreement, the Contractor will charge for all regular daily legal services at the flat hourly rate of one hundred eight-five dollars (\$185.00). Regular daily services include, but not limited to, all phone calls; correspondence; legal research and analysis; meetings (including attendance at Board of Health meetings) and requested conferences (unless otherwise agreed to); interactions with designated representatives regarding general legal advice; assistance in the review of policies, practices, or contracts; and assistance in the interpretation of statutes and regulations. This fee commences with the date of acceptance of this Agreement by both parties and thereafter until this Agreement is terminated as herein provided; and
 - 3.2 Matters not covered by the regular daily services hourly rate noted in 3.1 will be charged a flat hourly rate of two hundred dollars (\$200.00). These matters consist of providing guidance and assistance in defending and pursuing legal claims involving the District; representing the District in litigation and administrative proceedings (internal and external). These rates will remain fixed for the two-year term of this Agreement.
 - 3.3 For the initial two-year term of this Agreement, services provided by a paralegal will be billed at the flat hourly rate of one hundred forty dollars (\$140.00).
 - 3.4 It is understood that the District will be furnished detailed monthly billings based upon time expended in District affairs by the Contractor. Upon their approval, District will remit to the Contractor the face value of the invoice within 35 days of receipt of the invoice.

3.5 If mutually agreed to extend this Agreement for up to two, two-year extensions, each extension's flat hourly rate will be increased five percent (5%).

4. Costs. In addition to paying for services rendered on an hourly basis, the District agrees to pay for all costs, disbursements and advances made by the Contractor during the course of its representation of the District that are related or incidental to services provided to the District. Typical expenses include recording fees, extraordinary postage charges and online research charges. For litigation, typical expenses would include filing fees, process server fees, court reporter fees, witness fees, consultant fees, etc. There are no charges for copies excepting those exceeding 20 pages for which the District may be charged the paralegal rate for copying and organizing the document(s).
5. Attorney Line of Responsibility. It is understood that the District is a municipal corporation existing under the laws of the State of Washington and conducts its affairs through a Board of Health. Board members are made up of elected representatives of Snohomish County and the cities and towns in Snohomish County. The Board directly employs a Health Officer/Director. In the absence of any express resolution or direction from the Board of Health, it is understood that the law firm may rely upon the directions of the Health Officer/Director or the Deputy Director for the District in the performance of legal services under this Agreement. It is understood that the authority of the Board of Health and the Health Officer are as provided in the laws of the State of Washington, (RCW 70.46 for Health District Organization and RCW 70.05 as to the authority of the Health District and the Health Officer). It is understood that Weed, Graafstra & Associates is a private law firm, existing and incorporated under the laws of the State of Washington as a professional service corporation and as such has no authority to institute any criminal proceedings on behalf of the District. All criminal proceedings for violation of Health Officer orders and for violation of the Public Health statutes and laws of the State of Washington and District shall be enforced through use of the services of the Snohomish County Prosecuting Attorney.
6. Risk Management Insurer and Labor/Employment Legal Coordination. The District participates in a risk sharing pool for public entities, known as Enduris, where local governments or special purpose districts "pool" resources to share risk and reduce cost. The District consults with Enduris on a host of employee relations, business and operational matters as well as regularly participates in risk management training and loss prevention activities.

Summit Law Group, a professional limited liability company has provided labor and employment advice to the Snohomish Health District since 1998. The District retains Summit Law Group to provide labor and employment advice, coordinate with the District's bargaining agents and provide training sessions. Additionally, the firm coordinates and helps conduct all collective bargaining sessions, represents the District in grievance arbitration, and other related litigation in coordination with Enduris.

Contractor shall coordinate with Enduris and/or Summit Law in insurance liability, labor or employment matters as requested.

7. Termination. Either party may terminate this Agreement by written notice given to the other party. Said notice shall be addressed to the address of the respective party as set forth on the

signature page of this Agreement and shall be effective thirty (30) days after delivery or the date of postmark. Any matters that are then in process shall be relinquished by the Contractor to a successor named attorney. In the event the Contractor is terminated as attorney under terms of this Agreement as provided, the District shall set forth in such notice the name of the successor attorney or law firm and upon delivery of any legal files for matters then under the supervision or direction of the Contractor to such successor attorney, the Contractor shall be relieved of all further duties or obligations to the District for such matters.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no verbal agreements that modify or supplement the terms of this agreement. This agreement shall be interpreted according to the laws of the State of Washington.
9. Duration and Renewal Options. Subject to its other provisions, the period of performance of this Agreement shall commence on September 14, 2016, concluding September 13, 2018. This Agreement may be extended two (2) additional two-year terms, commencing September 14, 2018, through September 13, 2020; and September 14, 2020, through September 13, 2022. Upon at least thirty (30) days prior to the conclusion of each period of performance, the District shall notify the contractor of its intentions in writing regarding exercising the two-year option period(s). Should the District exercise the final option period, the parties shall review the Agreement and as necessary, upon mutual agreement amend any terms and provisions including Exhibits A and B. If the District desires a copy of files or authorizes destruction of a file (at any time), the District will be responsible for the costs of duplication or destruction based on the hourly rate of administrative staff as well as any storage retrieval fees associated with the request.
10. Billing and Reimbursement Procedures:
 - 10.1 No payment shall be made for any services provided under any portion of this Agreement unless said services are expressly detailed within the scope of categories set forth in the approved fee schedule as set forth in Exhibit B under this Agreement. Payment shall be made on a reimbursement of cost basis.
 - 10.2 The Contractor shall submit monthly actual cost reconciliations for reimbursement of costs or services provided under this Agreement on a format prescribed by the District.
 - 10.3 In addition to subpart 10.1 requirements above, claims for actual cost reimbursement by the Contractor shall be submitted to the District by the 25th day of each month, following the month during which the services required to be performed under this Agreement were provided. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement.
 - 10.4 The District may not process claims for reimbursement until all supporting documentation is provided in the correct and proper form. The District reserves the right to withhold payment for services required to be performed under this Agreement until it receives reports and/or other documents as may be required in performance of the Agreement.

11. Performance Standards and Licensing: The Contractor shall comply with all applicable laws, rules, ordinances, codes, regulations of local, state, and federal governments and written program policies, as now or hereafter amended.
 - 11.1 The Contractor shall ensure that service providers are aware of the provisions and requirements of RCW 70.24 and WAC 248-100 regarding confidentiality, nondiscrimination and all other provisions and requirements.
 - 11.2 The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria established by the District to ensure quality of services necessary for the performance of this Agreement.
12. Assignment and Delegation: The Contractor shall not subcontract, assign, or delegate any rights or obligations under this Agreement, either in whole or in part, without the prior written approval of the District.
13. Duplication of Effort: The Contractor certifies that work to be performed under this Agreement will not duplicate any work to be charged against any other contract, subcontract, or other source.
14. Relationship of Parties: This contract is for professional legal services and establishes an attorney-client relationship. The Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the District or any state or federal agency. The Contractor, its agents and employees, are not entitled to any benefits or rights enjoyed by employees of the District.
15. Conflict of Interest:
 - 15.1 Employees and subcontractors of the Contractor shall not use, or give the appearance of using, their positions as the District's representative for the personal gain of themselves or those with whom they have family, business, or other ties.
 - 15.2 Employees and subcontractors of the Contractor shall not have or acquire any interest, direct or indirect, that would conflict with the performance of services under this Agreement. The Contractor shall not employ or subcontract with persons who have conflicts of interest nor appoint them as members of its governing board or advisory committee(s).
 - 15.3 The Contractor and its subcontractors shall not provide any preferential treatment or financial advantage to any employee of the District or any of their family members with regards to their personal or non-District professional interests.
16. Nonwaiver of Snohomish Health District's rights: The District's failure to insist upon the strict performance of any provision of this Agreement, to exercise any right based upon a breach thereof, or the acceptance of any defective performance, shall not constitute a waiver of any rights of this Agreement unless stated to be such in writing signed by an authorized representative of the District and attached to the original Agreement.

17. Nondiscrimination: The Contractor shall not discriminate on the grounds of race, color, national origin, sex, gender orientation, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:

17.1 Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and

17.2 Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

18. Indemnification/Hold Harmless:

18.1 The Contractor shall defend, indemnify and hold harmless SHD, its officers, elected officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the negligence of SHD.

18.2 The Contractor's obligation herein shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss from action, error or omissions by the Contractor, Contractor's employees, agents or subcontractors.

19. Insurance:

19.1 Contractor shall, at its own expense, obtain and keep in force insurance as specified in Exhibit C attached until completion of this contract. Proof of applicable insurance is attached to this document.

19.2 Where District has provided written approval of a subcontractor, Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

19.3 All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by SHD.

20. Agreement Alterations and Amendments: The District and the Contractor may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind their respective parties.

21. Disputes: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by consensus, shall be submitted to an arbitrator who is mutually approved. Pending final decision of a dispute hereunder, the Con-

tractor and District shall proceed diligently with the performance of this Agreement in accordance with the arbitrator's decision.

22. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provisions, and to this end the provisions of this Agreement are declared to be severable.
23. Order of Preference: In the event of any inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - 24.1 Applicable Federal Statutes or Regulations; RCW 70.24; other State Statutes and Regulations;
 - 24.2 Terms and Conditions of this Agreement;
 - 24.3 Exhibit A, the Statement of Work;
 - 24.4 Exhibit B, Budget.
24. Venue Stipulation: This Agreement and any contract incorporating it have been and shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.
25. Notices: Unless otherwise directed in writing, notices, reports and payments shall be delivered to the District at the following address:

Snohomish Health District
3020 Rucker Ave., Suite 306
Everett, WA 98201-3900

And to the Contractor at the following address:

Weed, Graafstra & Associates, Inc., P.S.
110 Cedar Ave., Suite 102
Snohomish, WA 98290

Notices mailed by the District shall be deemed given on the date mailed. Notices received by the District shall be deemed given on the date received. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than fifteen (15) days prior to the effective date.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

EXHIBIT A:
STATEMENT OF WORK

The Contractor shall act as General Counsel to Snohomish Health District and the Snohomish Health District Board of Health by providing a broad range of legal assistance through knowledge of and familiarity with all federal and state principal statutes associated with public health. The Contractor will provide legal counsel, opinions, consultation and coordination with staff and Board of Health members. The Contractor will provide verbal and written advice and interpretation of municipal corporation law as it applies to Snohomish Health District. Such information may involve federal laws as well as State and local statutes and ordinances. Report to and receive assignments from the Health Officer/Director, Deputy Director or delegated authority. The Board of Health may also contact the Contractor with their own inquiries, and the Contractor is well authorized to respond to those inquiries. Snohomish Health District reserves the right to use alternate legal counsel on a specific case basis.

Typical Duties (not exhaustive):

- Provide legal advice, counsel, services, consultation, and opinions to the Board of Health and Agency staff on a wide variety of civil assignments, including but not limited to land use and environmental compliance, development permits, approvals and appeals, compliance with state regulatory agencies, laws against discrimination, nuisance abatement, purchasing and procurement, leasing, purchase and sale of property, public records and disclosure issues, HIPAA and Business Associate Agreements and tort law. The General Counsel's advice includes methods to avoid civil litigation.
- Furnish legal representation at all Board of Health meetings, and at other meetings when requested.
- Appear before courts and administrative agencies to represent the Agency's interests.
- Advise staff regarding complex enforcement actions as well as prepare staff for hearings, depositions and subpoenas.
- Assist Board of Health and Agency staff to understand the legal roles and duties of their respective positions and interrelationships with others.
- Provide the Board of Health and Agency staff with guidance as to the Agency's Charter, Robert's Rules of Order and procedural matters related to the Board of Health and related committees.
- Prepare legal opinions at the request of the Agency or the Board of Health.
- Provide guidance and assistance in defending and pursuing legal claims against or on the behalf of the Agency.
- Represent the Agency in litigation and/or potential litigation, including preparation of staff for testimony or deposition, coordinating documents and exhibits, and hiring required subcontractors to further the success of the case.
- Maintain knowledge of issues facing public health, special purpose districts and Snohomish Health District and be prepared to offer legal opinions.
- Assist in the review of Snohomish Health District Sanitary Code, policies and procedures and makes recommendations.

- Assist in conducting open government and public records training and other municipal law topics for staff and Board of Health members.
- Provide information and assistance regarding the anticipated promulgation of any State or Federal statutes that may impact Snohomish Health District.
- Provide assistance to staff in the interpretation of federal and State statutes associated with the provision of public health services and other applicable laws and regulations governing Snohomish Health District as a public municipal corporation.
- Interpret public health law and provides consultation and guidance to the Agency's Health Officer and Tuberculosis Control Officer regarding their respective legal authorities and responsibilities, including isolation and quarantine.
- Coordinate with other assigned Agency counsel and risk sharing pool representatives, as needed, to assure proper management of legal issues, and proper coordination and transition of legal issues among the parties.

Specific Duties:

- Meet monthly with the Director and Health Officer, Deputy Director and Board leadership to review and advise on the monthly Board of Health meeting agenda and planning calendar.
- Meet no less than quarterly with the Deputy Director and other agency staff as needed to review and coordinate pending legal matters facing the District.
- Attend monthly meetings of the Snohomish Health District Board of Health and any Board subcommittee meetings, work sessions or advisory committee meetings when requested.
- Convene the Board of Health in Executive Session as needed and pursuant to state statutes.
- Draft, prepare, review, amend and approve staff reports, ordinances and resolutions, inter-local agreements, contracts and other legislative documents to be considered and approved by the Snohomish Health District Board of Health.

Excluded Duties:

- Instituting any criminal proceedings on behalf of the Agency. All criminal proceedings for violation of Health Officer orders and for violation of the Public Health statutes and laws of the State of Washington and District are enforced through use of the services of the Snohomish County Prosecuting Attorney.
- Providing any advice or representation to the Agency on labor, labor negotiations, employment or personnel matters unless specifically requested by the Director or delegated authority.
- Representing or advising Agency staff where the interest of the Agency employee may conflict with that of the Agency.
- Providing legal services where the Agency has insurance coverage that provides for legal services and the Agency has tendered the defense to the insurance carrier. Provided, however, the General Counsel shall monitor the legal action on behalf of the Agency, and may be retained by the Agency's insurance provider to provide such legal services, or may pursue claims against the Agency's insurance company as needed to ensure the Agency's rights under the contract of insurance are provided.

EXHIBIT B:

FEES

The original term of this Agreement will be charged at firm, fixed hourly rates as stated below. If mutually agreed to extend this Agreement for up to two, two-year extensions, each extension's flat hourly rate shall be increased five percent (5%).

Fee Schedule as further described in Section 3:

Regular daily legal services: Attorney \$185 per hour; paralegal \$140 per hour.
Services for litigation and governmental hearings: Attorney \$200 per hour

EXHIBIT C:

INSURANCE COVERAGE DOCUMENTS

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the District.

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 Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

The Contractor 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 Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor 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 the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.
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

Contractor 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 and a \$2,000,000 products-completed operations aggregate limit.
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

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except in accordance with RCW 48.18.290, and prior written notice by delivery or mail has been given to the District.

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. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the District, the Contractor shall provide evidence of such insurance.

BRIEFING

8.

FINANCIAL REPORT

Proposed Board Action:

No Action Required. Briefing Only

Division/Program: Administration (Judy Chapman, Business Manager)

Exhibits: A. Preliminary Financial Statements through July 31, 2016

Prior Board Review: N/A

Approved by Deputy Director | Chief Operating Officer:



Background

Attached are our preliminary fund financial statements through July 31, 2016. Please note that the information contained in the documents is based on preliminary and unaudited activities.

Our cash and investments continue to be adequate to provide for current cash-flow requirements. We held investments in the State Investment Pool of approximately \$6.6 million on July 31, 2016.

Current Operations:

Revenue: Revenue and expenses are typically expected to be about 58% of the annual budget after seven months of operations. The District, however, collects the majority of the annual licenses and permits in the early months of the year. This trend continues in 2016 with the exception of an increase in onsite sewage permits. This increase was reflected in the budget adjustment approved in August. Intergovernmental revenue shows a dramatic increase from last month because the second half of Local Assistance funding from the State Treasurer was received during July. Charges for Services continue to show low collections because although we have received fully executed contracts with Snohomish County, the billing is delayed while procedures are finalized. Miscellaneous Revenue includes investment earnings and rental income, which are on track.

Expenditures: On the expenditure side, personnel expenses are slightly under budget due to vacancies and delay in hiring new staff. Supplies are also underspent as major supply purchases such as technology replacements are scheduled for later in the year. Capital improvements have been delayed to allow for additional discussion and decisions by the Board of Health.

Year-end Projections:

Expenditures for 2016 operations were originally expected to exceed revenues by approximately \$1 million while capital improvement projects are projected to cost about \$4 million, offset by \$3 million bond proceeds. The new information regarding contract revenues and anticipated grant-funding increases reduce those early deficit projections and improves the District's financial position by approximately \$630K. Fund balance is now projected to be nearly \$5.6 million by year-end.

Beginning Fund Balance 1/1/2016		\$6,851,048
Original Budget, Operations	(953,146)	
Original Budget, Capital	(948,815)	(1,901,961)
Budget Adjustments, Operations	631,963	631,963
Projected Ending Fund Balance		\$5,581,050

Committed reserves of \$2,237.021 reflect the Board of Health's financial policy of reserving 30 days of budgeted expenditures for working capital and an additional \$500,000 as an emergency fund. In addition to these estimates, Snohomish Health District had, at the beginning of the year, an unfunded liability for employee leave balances in the amount of \$1,893,654, which is payable at the time of employee departure but is not reflected on fund financial statements. This value is represented here as a placeholder, not a committed reserve. Based on SHD employee demographics compared to a statistical review of typical employee departure, it's estimated that approximately \$281K of the compensated absence balance will be paid out during 2016.

Projected Fund Balance 12/31/2016	5,581.050
Reserves	
Working Capital, 30 days	(1,737,021)
Emergency Fund	(500,000)
Compensated Absences	(1,893,654)
Available Fund Balance 12/31/2016	1,450,375

In the past, SHD assigned reserves have represented management's estimate of fund balance needed for asset replacement. Because the 2016 budget anticipates completion of the needed replacements, assigned reserves have not been identified against the 2016 projected ending fund balance.

Other Items of Note:

Lynnwood Lease – Our leasing agent for the South County clinic reports that we have received mild interest from three groups but that only one seems like a real possibility at his time. Ongoing marketing efforts include exterior signage, direct communication with the brokerage community, flyers and phone calls to prospective tenants, and online advertising directed to both tenants and brokers.

Board Authority

N/A

Recommended Motion

Judy Chapman, Business Manager

No action required. Briefing only.

EXHIBIT A

COMBINED FUNDS

SNOHOMISH HEALTH DISTRICT

COMPARATIVE BALANCE SHEET
July 31, 2016 and 2015

	2016 General Fund	2016 PHEPR Fund	2016 Total District Funds	2015 Total District Funds
Assets:				
Cash	\$1,906,476	\$53,936	\$1,960,412	\$2,274,535
Imprest Funds	16,634		16,634	16,304
Investments	6,638,515		6,638,515	6,712,077
Accounts Receivable	112,107		112,107	538,394
Due From Other Funds	123,158		123,158	130,350
Due From Other Governments	1,085,006	77,698	1,162,704	811,815
Other Current Receivables	15		15	0
Prepayments	1,533		1,533	3,483
Inventory	140,518		140,518	167,417
Total Assets	<u>\$10,023,962</u>	<u>\$131,634</u>	<u>\$10,155,596</u>	<u>\$10,654,375</u>
Liabilities and Fund Equity:				
Liabilities				
Accounts Payable	\$176,594	\$2,128	\$178,722	\$126,184
Due to Other Funds		123,158	123,158	130,350
Other Accrued Liabilities	722,533	21,190	743,723	649,133
Total Liabilities	<u>899,127</u>	<u>146,476</u>	<u>1,045,603</u>	<u>905,667</u>
Fund Balance				
Committed Reserves	2,224,494		2,224,494	1,875,670
Assigned Reserves	4,073,815	(14,842)	4,058,973	967,420
Unassigned	2,826,526		2,826,526	6,905,618
Total Fund Balance	<u>9,124,835</u>	<u>(14,842)</u>	<u>9,109,993</u>	<u>9,748,708</u>
Total Liabilities and Fund Equity	<u>\$10,023,962</u>	<u>\$131,634</u>	<u>\$10,155,596</u>	<u>\$10,654,375</u>

GENERAL FUND

SNOHOMISH HEALTH DISTRICT

Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual

For the Seven Months Ended July 31, 2016

	Budget	YTD	YTD % of Budget	Projected Year-End	Variance	Variance % of Budget
Revenues:						
Licenses and Permits	\$3,464,799	\$2,879,185	83%	\$3,464,799	\$0	0%
Intergovernmental	9,303,377	7,243,917	78%	9,303,377	0	0%
Charges for Services	2,681,153	592,907	22%	2,681,153	0	0%
Miscellaneous	302,340	163,017	54%	302,340	0	0%
Total Revenues	<u>15,751,669</u>	<u>10,879,026</u>	<u>69%</u>	<u>15,751,669</u>	<u>0</u>	<u>0%</u>
Expenditures:						
Health						
Personnel Services	13,533,857	7,233,864	53%	13,533,857	0	0%
Supplies	380,122	162,067	43%	380,122	0	0%
Other Services and Charges	2,033,873	1,177,007	58%	2,033,873	0	0%
Capital Outlay	125,000	32,301	26%	125,000	0	0%
Total Expenditures	<u>16,072,852</u>	<u>8,605,239</u>	<u>54%</u>	<u>16,072,852</u>	<u>0</u>	<u>0%</u>
Excess (deficiency) of revenues over expenditures	(321,183)	2,273,787		(321,183)	0	
Other Financing Sources (Uses):						
One-time Capital Expenditures	(3,948,815)		0%	(3,948,815)	0	0%
Bond Proceeds	3,000,000		0%	3,000,000	0	0%
Excess (deficiency) of revenues and other financing sources over expenditures	(1,269,998)	2,273,787		(1,269,998) 3)	0	
Fund Balance as of January 1	<u>6,851,048</u>	<u>6,851,048</u> 1)		<u>6,851,048</u> 1)		
Fund Balance as of July 31		<u>\$9,124,835</u>				
Projected December 31 Fund Balance	<u>\$5,581,050</u>			<u>\$5,581,050</u> 2)	<u>\$0</u>	

1) Actual Fund Balance as of January 1

2) Projected Year End Fund Balance

3) Projected Increase/Decrease in Fund Balance from Amended Budget

PHEPR FUND

SNOHOMISH HEALTH DISTRICT

Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual

For the Seven Months Ended July 31, 2016

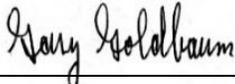
	Budget	YTD	YTD % of Budget	Projected Year-End	Variance	Variance % of Budget
Revenues:						
Intergovernmental	\$822,588	\$411,182	50%	\$822,588	\$0	0%
Total Revenues	<u>822,588</u>	<u>411,182</u>	<u>50%</u>	<u>822,588</u>	<u>0</u>	<u>0%</u>
Expenditures:						
Health						
Personnel Services	599,304	359,602	60%	599,304	0	0%
Supplies	8,529	6,604	77%	8,529	0	0%
Other Services and Charges	17,666	23,600	134%	17,666	0	0%
Indirect Cost Allocation	197,089	36,218	18%	197,089	0	0%
Total Expenditures	<u>822,588</u>	<u>426,024</u>	<u>52%</u>	<u>822,588</u>	<u>0</u>	<u>0%</u>
Excess (deficiency) of revenues over expenditures	0	(14,842)		0	0	
Fund Balance as of January 1	<u>0</u>	<u>0</u>		<u>0</u>	<u>0</u>	
Fund Balance as of July 31		<u>(\$14,842)</u>			<u>\$0</u>	
Projected December 31 Fund Balance	<u>\$0</u>			<u>\$0</u>		

HEALTH OFFICER'S REPORT

10.



MONTHLY HEALTH OFFICER'S REPORT	Proposed Board Action: No Action Requested. Briefing Only.
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<p>Division/Program: Administration (Gary Goldbaum, MD, MPH, Director Health Officer)</p> <p>Exhibits: N/A</p> <p>Prior Board Review: N/A</p> <p>Approved by Director: </p>
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Background

Arboviruses

Although Zika virus has grabbed the headlines generally, other mosquito-borne viruses remain a challenge in this country. Nevada has reported its first case of St. Louis encephalitis in nearly a decade. St. Louis encephalitis often causes no symptoms or may present mild symptoms including fever and headache, but serious cases can result in paralysis, coma, and death. Two cases of West Nile virus have been reported in Washington State this year, both in Benton County; a woman in her 80s died of complications from the virus. And the Zika story continues to evolve, as studies now suggest that the virus may sequester itself in bodily fluids for even longer than six months. So, even as we learn about emerging diseases, we must remain vigilant about those diseases that have plagued humankind for years.

Opioids

As I mentioned last month, I have been working with the medical community to craft a local strategy to assure care for patients of the now-closed Seattle Pain Centers (SPC). Two major challenges presented a need for immediate response. First, more than 200 SPC patients have implanted pumps that deliver medication directly to the central nervous system. Failure of these pumps can be life-threatening. Fortunately, the Washington State Department of Health, local hospitals, neurosurgeons, and the manufacturer have been able to assure that no pump patient will be without appropriate care.

The second challenge is management of patients who have prescriptions that are expiring. I convened the medical leadership of our major clinics and we agreed that all clinics would provide full care for any patients already within their systems. Because this responsibility largely falls to primary care physicians who are not experts in pain management, these patients will generally be placed on regimens to help them reduce their reliance on opioids, especially patients who are on extremely high doses or who are also taking other medicines (notably benzodiazepines) that increase the risk of overdose. However, some former SPC patients do not have established relationships with any clinics; for these patients, the medical community has agreed to share responsibility by rotating assignments as these patients present in the emergency department. I am proud of our community's ability to work together to address this potential crisis.

A third challenge is longer term—having more providers certified to offer buprenorphine treatment. All the major systems are increasing their internal capacity, but there will likely be continued need for dedicated clinics. I have met with both Therapeutic Health Services (which provides both methadone and buprenorphine services) and Ideal Options (a private company that specializes in

buprenorphine treatment). I am hoping one of these agencies will site a buprenorphine clinic in Everett soon.

Finally, I am moving forward on reporting of overdoses. The Medical Examiner's Office has started sending us monthly reports of deaths. The Emergency Department (ED) at Providence Regional Medical Center Everett is reviewing my proposed protocol to report overdoses treated at the ED. Next week, I meet with Dr. Eric Cooper, Medical Director of Snohomish County Emergency Medical Services (EMS), to consider how to obtain reports from EMS. As I noted last month, reporting of overdoses will provide valuable data, increase opportunities to get people into treatment, and help us to influence provider prescribing practices as we identify and contact providers who may have prescribed opioids to someone who overdosed.

Recommended Motion:

Gary Goldbaum, MD, MPH, Health Officer | Director

No Action Required. Briefing Only.



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

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

This project has reached physical completion status, meaning all work onsite is complete. Once remaining project documentation has been received the project will be asked to be accepted by Council.

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. Work is underway, including relocation of landscaping, rough grading and storm infrastructure installation. This month we will see new sidewalk and curbing installed, and remaining storm drainage items installed.

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 wall systems are complete. Sidewalk construction is scheduled for early September, with the targeted completion timeline looking aiming for late September, depending on favorable weather conditions.

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

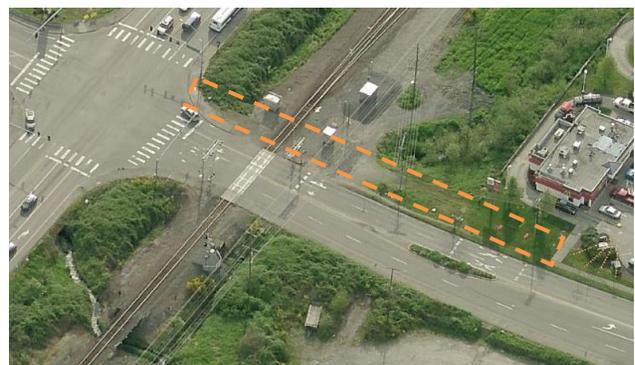
Engineering staff are waiting on Burlington Northern Santa Fe (BNSF) for a wider access easement over the railroad tracks. The progress of design and eventual construction is heavily dependent on BNSF and the Utility Transportation Commission (UTC). With that understanding, we anticipate the design efforts 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

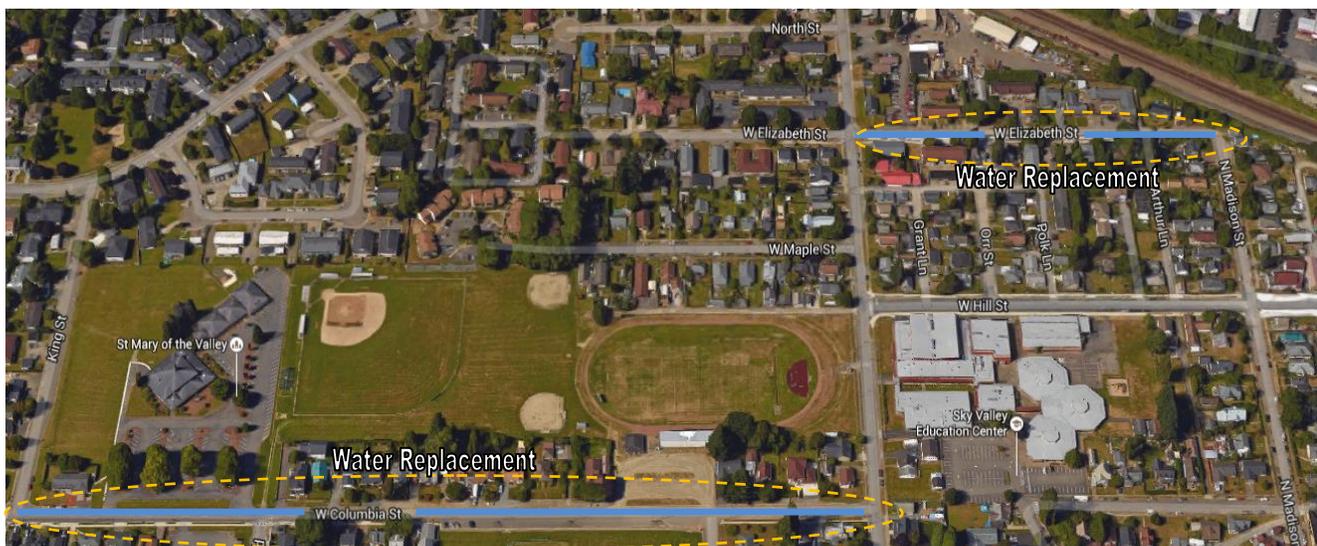
The water mains under Columbia Street and Elizabeth Street are aging and will be replaced with new ductile iron pipe this Spring. The water replacement work is scheduled to be completed by July. Later this summer the streets' surfaces will be milled and overlaid with new asphalt and striping.

Update

The water main portion of this project is complete. Asphalt overlays were postponed to avoid Fair traffic congestion. We anticipate that W. Columbia Street and Elizabeth Street will be overlaid with new asphalt this September.

Timeline

Fall 2015	Design
February 2016	Design completed
February 2016	Project advertised to contractors
March 2016	Construction begins
June 2016	Water construction ends
September 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 water main is in and the road has been repaved. This project is substantially complete.

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

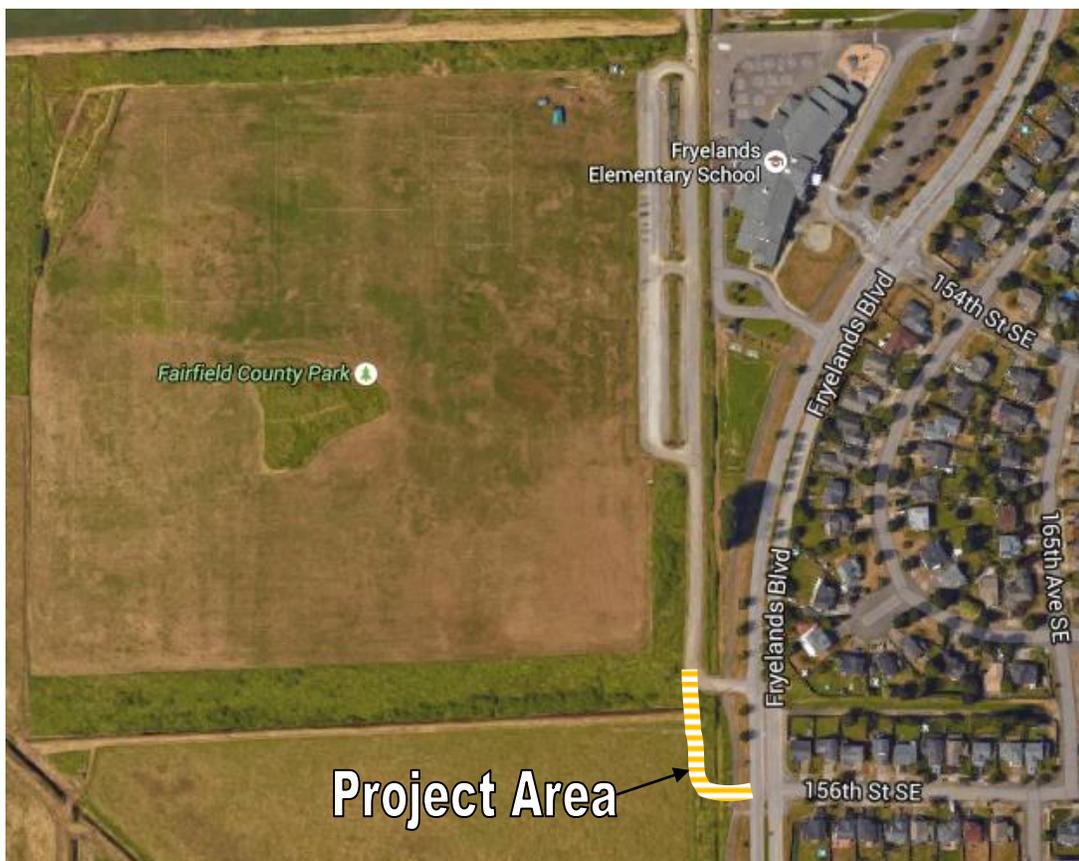
The existing entrance into Snohomish County's Fairfield Park is difficult to access for vehicles travelling north on Fryelands Boulevard. This project represents a coordinated effort with Snohomish County Parks to realign the entrance to the south and across from 156th Street SE. The City will construct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

Snohomish County is planning to construct their portion of the project late Fall of this year, but will be dependent on weather conditions and the time it takes to procure customized drainage culverts. Monroe will complete the project by constructing our portion in the Spring/Summer of 2017.

Timeline

Spring 2016	Design
May 2016	Design completed
May 2016	Coordination with County
Summer 2016	Construction begins
Summer 2017	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

Design efforts are ongoing, with the Consultant (RH2) coordinating closely with City staff and the neighborhood. Staff are analyzing whether to allow a limited start to construction this Fall, or wait and release the whole project for in the Spring of 2017.

Timeline

Spring 2016	Design
June 2016	Design completed
October 2016	Advertise for Bids
November 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.

Update

The City performed chip seals and fog seals in August. The fog seal application had undesirable side effects. primarily the track-out of oils onto the neighboring streets and the time-to-cure before the roadway stopped feeling "sticky". Staff opted to halt further fog seal applications until the method or treatment selection is re-analyzed. The following streets received fog seals or chip seals. The asphalt overlay schedule is unchanged and this work is anticipated to occur this month.

<u>Street</u>	<u>Limits</u>	<u>Application</u>
Van Ave SE	North of Wales St	Fog Seal
Marmount St	End to End	Fog Seal
Sawyer St	West of 171 st Ave SE	Fog Seal
Sykes Drive	End to End	Fog Seal
Elliot Ave	End to End	Fog Seal
Camp Dr	End to End	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)

UPDATE: Project not selected for award through CMAQ/STP.

An Urban Arterial Program grant has been applied for through the State's Transportation Improvement Board (TIB). This grant would provide for all phases of the project (design, right-of-way acquisition, and construction).

Requested Grant: \$4,462,500 (TIB UAP)

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)
UPDATE: Project not selected for award.

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)

2017 Street Preservation Program: Washington State typically offers annual funding opportunities to preserve/maintain the existing major roadways. This source of funding is called the Arterial Preservation Program (APP) and is offered through the Transportation Improvement Board (TIB). Engineering staff have requested a grant to help fund grind-and-overlay treatment of portions of Fryelands Boulevard, Chain Lake Road, and Main Street.
Requested Grant: \$750,000 (TIB APP)

Staff are looking into grant opportunities through the Department of Ecology (DOE) to help fund potential stormwater improvement projects. DOE grants are due in late October.

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 and 2016 and early 2017.

- **Lords Lake bio-swale inlet re-establishment – Summer, 2016**
Re-establish function of Lords Lake inlet bio-swale by removing silt and replanting vegetation. **60% complete, Work on the Northwestern swale is finished and the swale is functioning well after the recent rain events. The project is scheduled for completion by the second week in September.**
- **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. **90% complete, Site work and re-planting trees was finished in late August. The area was hydro-seeded and is being irrigated to establish vegetation.**
- **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. **60% complete, Ferguson Waterworks has installed approximately 50% 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 – Winter, 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.**
- **Water System Flushing and Valve Exercising Program – Winter 2016-2017,**
Public Works O&M staff will clean, and operate every valve, hydrant, and related appurtenance in the City of Monroe water system. This work includes assuring high quality water delivery through more than 150 miles of City water main.



MONROE THIS WEEK

September 9, 2016 Edition No. 35

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

No Openings Currently Available
www.monroewa.gov/jobs

Events this Week

- 09/10 Wings & Wheels Car Show, First Air Field, 10AM-4PM
- 09/10 Swift Night Out, Wagner Performing Arts Center, 4-9PM
- 09/13 Walk Your Child to School Day, Various Locations, 8:30-9AM
- 09/17 3rd Annual Police vs. Fire Flag Football Game, Monroe High School, 12-3PM

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!

Swift Night Out

On Saturday, Sept. 10, 2016, the 8th annual "Swift Night Out" is happening at Wagner Performing Arts Center. Come out and watch these small birds circle and fly into the Frank Wagner Chimney as they settle in for the night. There are free activities for the kids and a spaghetti dinner for purchase. The fun begins at 4 p.m. and goes until dusk.

Wings & Wheels Car Show

The 1st annual Wings & Wheels Car Show is Sept. 10, 2016. This is a free event that will benefit the Special Olympics. There will be vendors, music, and food! There is something for all ages to enjoy. Wings & Wheels will be held at First Air Field and runs from 10 a.m. – 4 p.m.

Department of Ecology Award

Congratulations to our Wastewater Treatment Plant! They have received the "Wastewater Treatment Plant Outstanding Performance" award for 2015. Our treatment plant is one out of 119 plants who achieved full compliance for the National Pollutant Discharge Elimination System. This is the fourth year in a row our treatment plant has received this award! Congratulations to our Wastewater Treatment Plant team!

Transfer of Property Public Hearing

The City of Monroe will hold a public hearing regarding the transfer of property to the Snohomish County Fire Protection District No. 3. The public hearing is scheduled for Tuesday, September 20, 2016, at 7 p.m., Council Chambers, City Hall,

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

The following are year-to-date comparisons

Sales Tax Revenues

'15 to 8/31/15: \$2,640,028

'16 to 8/31/16: \$2,917,017

UP \$276,989 or 10.49%

Real Estate Excise Tax

'15 to 8/31/15: \$423,399

'16 to 8/31/16: \$591,610

UP \$168,211 or 39.73%

Lodging Tax Revenues

'15 to 8/31/15: \$37,731

'16 to 8/31/16: \$47,088

UP \$9,357 or 24.80%

Business License Fees

'15 to 8/31/15: \$32,307

'16 to 8/31/16: \$31,016

DOWN \$1,291 or -4.00%

Building Permit Revenues

'15 to 8/31/15: \$210,118

'16 to 8/31/16: \$454,437

UP \$244,319 or 116.28%

Planning Fee Revenues

'15 to 8/31/15: \$56,490

'16 to 8/31/16: \$71,080

DOWN \$14,590 or 25.83%

New House Permits

'15 to 8/31/15: 39

'16 to 8/31/16: 85

UP 46 units or 117.9%

Multi-Family Permits (# units)

'15 to 8/31/15: 13

'16 to 8/31/16: 4

DOWN 9 units or -69.2%

Building Division Inspections

'15 to 8/31/15: 1,203

'16 to 8/31/16: 1,541

UP 338 or 28.1%

***324 inspections in Aug '16;**

159 in Aug '15

(Hearing Continued)

located at 806 W. Main St. The hearing is intended for the public to provide comments and concerns regarding the transfer. Written comments are accepted prior to the hearing date.

Heroin Forum

Following increased attention on Snohomish County's heroin and opioid issues, a series of community forums have been scheduled to provide information and encourage dialogue. Residents and businesses are invited to attend one of four forums scheduled throughout the county:

- Thursday, Sept.15 at 6:30 p.m. at Cavalero Middle School (8220 24th St. SE, Lake Stevens, Wash.)
- Tuesday, Sept. 20 at 6:30 p.m. in the Orca Room at Tulalip Resort (10200 Quil Ceda Blvd., Tulalip, Wash.)
- Tuesday, Sept. 27 at 6 p.m. at Byrnes Performing Arts Center (18821 Crown Ridge Blvd., Arlington, Wash.)
- Thursday, Oct. 13 at 6:30 p.m. in Woodway Hall at Edmonds Community College (20000 68th Ave. W, Lynnwood, Wash.)

Sponsored by the Snohomish Health District and Snohomish County Human Services, in partnership with the host communities, each forum will include a panel of subject matter experts and time for audience questions. Topics to be covered include a brief history of the epidemic, the physical response to opioids, addiction versus dependence, treatment options, and what is currently being done.