

MONROE CITY COUNCIL

Regular Business Meeting
July 26, 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 Gamble

Announcements And Presentations

1. Presentation: Sheriff Trenary

Comments From Citizens

[This time is set aside for members of the audience to speak to the City Council on any issue related to the City of Monroe; except any quasi-judicial matter subject to a public hearing. **Please sign in prior to the meeting; testimony is limited to 3 minutes per speaker.**]

Consent Agenda

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

Documents:

[20160726 CA1 MCC Minutes 20160719.pdf](#)

New Business

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

Documents:

[AB16-102_AwardBid179thSWProject.pdf](#)

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

Documents:

[AB16-103_ILA_SnohomishRegDrug_GangTaskForce.pdf](#)

Final Action

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

Documents:

[AB16-104_OutdoorSculptureSvcsAgreement.pdf](#)

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

Documents:

[AB16-105_RES 012 2016_IronEaglePPL.pdf](#)

Councilmember Reports

Staff/ Department Reports

1. Blueberry Lane/Kelsey Street Traffic Revisions

Documents:

[20160726 DR1 BlueberryLn_KelseySt Traffic Revisions.pdf](#)

2. Utility Billing Adjustment Policy

Documents:

[20160726 DR2 Utility Billing Adjustment Policy.pdf](#)

3. Land Sales Update

Mayor/ Administrative Reports

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

Documents:

[20160726 MR1 Monroe This Week Edition 29.pdf](#)

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

Executive Session

If needed.

Adjournment

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

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

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

CALL TO ORDER, ROLL CALL AND PLEDGE

The July 19, 2016, Regular Business Meeting of the Monroe City Council was called to order by Mayor Geoffrey Thomas at 7:02 p.m.; Council Chambers, City Hall.

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

Staff members present: Nelson, Osaki, Quenzer, and Smoot.

The Pledge of Allegiance was led by Councilmember Scarboro.

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

COMMENTS FROM CITIZENS

The following persons spoke regarding proposed traffic revisions at the intersection of Blueberry Lane and Kelsey Street: Mr. Steve Jensen.

CONSENT AGENDA

1. Approval of the Minutes; July 12, 2016, Regular Business Meeting
2. Approval of AP Checks and ACH Payments (*Check nos. 87046 through 87091, and ACH/EFT Payments, in a total amount of \$2,024,091.35*)
3. AB16-101: Ordinance No. 011/2016, Adopting Impact Fee Deferral System; Final Reading

Councilmember Cudaback moved to approve the Consent Agenda; the motion was seconded by Councilmember Scarboro. On vote,
Motion carried (5-0).

City Clerk Elizabeth Smoot read the title of Ordinance No. 011/2016, approved through vote on the consent agenda, into the record.

COUNCILMEMBER REPORTS

1. ~~City Council Transportation/Planning, Public Works, Parks & Recreation, and Public Safety Committee (Councilmember Davis)~~ **CANCELLED**
2. Individual Reports

Councilmember Kamp commented on the Community BBQ at the Mosque held the previous weekend and on the proposed traffic revisions at Blueberry and Kelsey.

Councilmember Cudaback commented on the proposed traffic revisions at Blueberry and Kelsey.

Councilmember Scarboro commented on the proposed traffic revisions at Blueberry and Kelsey.

STAFF/DEPARTMENT REPORTS

Ms. Dianne Nelson, Finance Director, reported on a customer request from the July 12, 2016, Council Meeting regarding a utility bill adjustment for a water leak; presenting the current policy for adjustments, information from MRSC, and policies from other Washington entities. General discussion ensued regarding the current policy, potential amendments, and response to the customer request. Council will review the information provided and discuss further at the July 26, 2016, Council Meeting.

1. Parks & Recreation Update

Note – no verbal report was given; materials were included in the agenda packet.

2. Downtown Decorative Lighting Update (Installation Funding/Timeline)

Mr. Dave Osaki, Community Development Director, provided an update on potential grant opportunities for installation funding.

Mr. Osaki reported on the following topics: response to Washington State Liquor Board regarding a proposed marijuana license; activity in the building/permitting division; and Planning Commission activities.

Police Chief Tim Quenzer reported on the following topics: meeting with a local business owner; attendance at the Community BBQ at the Mosque; and proposed traffic revisions at Blueberry and Kelsey.

MAYOR/ADMINISTRATIVE REPORTS

1. Monroe This Week (*July 15, 2016, Edition No. 28*)

Mayor Thomas noted the inclusion of Monroe This Week, Edition No. 28, in the agenda packet, and reported on the following items: Seahawks Gatorade Sports Camp held in Monroe the previous week; music in the park events; sewer back-up issue at City Hall; and upcoming SCC Dinner (Thursday, July 21, 2016).

2. Draft Agenda for July 26, 2016, Regular Business Meeting

Mayor Thomas reviewed the draft agenda for the July 26, 2016, Monroe City Council Regular Business Meeting, the extended agenda, and additions/edits thereto. Mayor Thomas noted the addition of staff reports/Council discussion on the proposed traffic revisions at Blueberry Lane and Kelsey Street, and the Utility Billing Adjustment Policy.

EXECUTIVE SESSION

1. ¹Agency Litigation [RCW 42.30.110(1)(i)] – *5 minutes*
2. ²Agency Litigation [RCW 42.30.110(1)(i)] – *10 minutes*

¹ CLERK'S NOTE: Executive Session added at the time of the meeting.

² CLERK'S NOTE: Executive Session added at the time of the meeting.

Mayor Thomas stated the Council would recess into executive session for approximately 15 minutes total to discuss two items of Agency Litigation [RCW 42.30.110(1)(i)]; and read the appropriate citation into the record.

The meeting recessed into executive session at 7:33 p.m., was extended for an additional 2 minutes, and reconvened at 7:50 p.m.

ADJOURNMENT

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

MEETING ADJOURNED: 7:51 p.m.

Geoffrey Thomas, Mayor

Elizabeth M. Smoot, MMC, City Clerk

Minutes approved at the Regular Business Meeting of July 26, 2016.



MONROE CITY COUNCIL

Agenda Bill No. 16-102

SUBJECT:	<i>Award Bid and Authorize Mayor Pro Tem to Sign Construction Contract for 179th Avenue Sidewalk Project</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
07/26/2016	Public Works Design & Construction	Brad Feilberg	Brad Feilberg	New Business #1

Discussion: 06/21/2016; 07/26/2016

Attachments: 1. Snohomish County Letter of Award Recommendation

REQUESTED ACTION: Move to award bid and authorize the Mayor Pro Tem to sign the construction contract for the 179th Avenue Sidewalk Project with Trinity Contractors, Inc.; and expressly authorize any further minor revisions as deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

Bids were opened on Thursday, July 14, 2016, at 11:00 a.m., for the 179th Avenue Sidewalk Project.

Three bids were received for this project, ranging from \$269,491.18 to \$366,665.68. The Engineer's Estimate for this project was \$330,000.00.

After an initial review of the three bids, the results and the two apparent low bid packets were sent to the Snohomish County Community Development Block Grant (CDBG) analyst for review and determination of compliance with the grant regulations. Both bidders were deemed responsive to the MBE requirements and were not on HUD's debarred list. Snohomish County CDBG has no objection to the award of the contract to the lowest bidder, Trinity Contractors, Inc.

IMPACT – BUDGET

CDBG will allocate up to \$307,451.00 for construction. The City will provide \$8,000.00 towards construction and anticipates approximately \$18,500 of staff time to manage the project which will be appropriated through the street and storm water funds.

TIME CONSTRAINTS

We are required to award the contract in 30 days from Bid Open according to Snohomish County's requirements for grant funding.



Snohomish County
Human Services

Dave Somers
County Executive

(425) 388-7200
FAX (425) 259-1444

M/S #305
3000 Rockefeller Ave.
Everett, WA 98201-4046

July 19, 2016

City of Monroe
Jammi Guion
806 West Main Street
Monroe, WA 98272

RE: 179th Avenue Sidewalks & Stormwater Improvements

Dear Jammi,

I have reviewed the two lowest bids provided to our office for compliance with the federal requirements. None of the bidders is on HUD's debarred list. Both bidders were responsive to all of the federal requirements including MBE and Section 3. Therefore, this office has no objection to the award of the contract to the apparent lowest bidder.

Please make it a contract stipulation that all MBE and Section 3 subcontractors listed by the contractor to be used, must be used to perform and/or supply as proposed in the bid. Please ensure the award letter to the successful bidder contains the following information and forward a copy of the signed letter to me:

- a. The date of contract award
- b. The contract amount
- c. The scope of work
- d. Stipulation that the MBE and/or Section 3 subcontractors listed by the contractor to be used, must be used as proposed in the bid.

A mandatory pre-construction meeting must be held prior to moving forward with any construction and attended by the prime contractor and all subcontractors and lower tier subcontractors. It is also highly recommended that each company bring their staff member who is responsible for completing all of the payroll documentation. Our staff will work with you to coordinate the pre-construction meeting once I receive the award letter.

If you have any questions, please call me at (425) 388-3260

Sincerely,

Dee White
Housing and Public Facilities & Infrastructure Program Manager/NEPA Specialist



MONROE CITY COUNCIL

Agenda Bill No. 16-103

SUBJECT:	<i>Authorize Mayor Pro Tem to Sign Interlocal Agreement with Snohomish County, et. al. Establishing the Snohomish Regional Drug & Gang Task Force</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
7/26/2016	Police Department	DC Ginnard	Chief Quenzer	New Business #2

Discussion: 07/26/2016

Attachments: 1. Interlocal Agreement and Exhibits

REQUESTED ACTION: Move to authorize the Mayor Pro Tem to sign the Interlocal Agreement with Snohomish County, et. al. establishing the Snohomish Regional Drug and Gang Task Force; and expressly authorize any further minor revisions as deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

The proposed 2016/2017 Interlocal Agreement between the Snohomish Regional Drug and Gang Task Force and the City of Monroe Police Department addresses jurisdiction leadership between the Snohomish Regional Drug & Gang Task Force and the Monroe Police Department. This contract is mutually agreed upon by both parties to formalize police participation in Task Force related services.

IMPACT – BUDGET

\$5,859 included in the 2016 budget.

TIME CONSTRAINTS

Covers the period from July 1, 2016, through September 30, 2017.

**INTERLOCAL AGREEMENT ESTABLISHING
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	DSHS, Child Protective Services
City of Index	Washington State Patrol
City of Lake Stevens	Snohomish Health District
City of Lake Forest Park	
City of Lynnwood	
City of Marysville	

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force – Page 1

WITNESSES THAT:

WHEREAS, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and Commerce have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County will use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to Commerce on or before July 1, 2016, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between Commerce and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2015, through June 30, 2016. This Agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this Agreement shall be from July 1, 2016, through September 30, 2017, unless earlier terminated or modified as provided in this Agreement.
- 1.3 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each Participating Jurisdiction adopts the following Task Force goals:
 - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
 - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
 - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this Agreement.
- 1.6 The Task Force will implement operations, including:
- a. Development of intelligence
 - b. Target identification
 - c. Investigation
 - d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

2.0 ORGANIZATION

- 2.1 Exhibit "D", incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on a majority vote.

- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

3.0 FINANCING

- 3.1 Exhibit "B", incorporated herein by reference, sets forth the estimated Task Force Grant Contract budget. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C", incorporated herein by reference, sets forth the Local Match breakdown for the period from July 1, 2016, to September 30, 2017. Although State and/or Federal Grant funds may vary from the amount initially requested,

each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "C", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit "C".

4.0 GENERAL ADMINISTRATION

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this Agreement.

- 4.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this Agreement.

5.0 ASSET FORFEITURE

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this Agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this Agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

- 6.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

Participating Jurisdictions reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this Agreement.

8.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

9.0 TERMINATION OF AGREEMENT

9.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this Agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this Agreement, Snohomish County may unilaterally terminate all or part of the Agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the Agreement shall remain in full force and effect.

15.0 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County's or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

THE COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

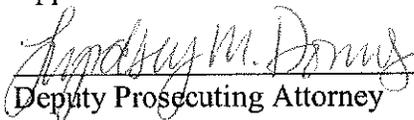
 7/8/16
Deputy Prosecuting Attorney

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction
July 1, 2016 through September 30, 2017

EVERETT POLICE DEPARTMENT

1 Lieutenant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Support Personnel

FUNDING

Everett PD
Everett PD

VACANT
VACANT

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 Information Deputy
1 K9 Detective
1 Support Staff

FUNDING

Justice Assistance Grant
Snohomish County Sheriff
Justice Assistance Grant
Snohomish County Sheriff
Snohomish County Sheriff

VACANT

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor
1 Support Staff

FUNDING

Seizure Funding
Seizure Funding

STATE OF WASHINGTON

1 Detective
1 Case Worker
1 Agent

FUNDING

Washington State Patrol
DSHS, Child Protective Services
Department of Corrections

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

VACANT

NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

VACANT

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF

VACANT

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

VACANT

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service

VACANT

ICE / H.S.I.

2 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS

VACANT

FEDERAL BUREAU OF INVESTIGATIONS

1 Agent

FUNDING

FBI

EXHIBIT B

Snohomish Regional Drug & Gang Task Force

Byrne/JAG Grant Estimated Operating Budget for July 1, 2016 through September 30, 2017

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	111,500	192,856	324,356
Benefits	21,500	58,600	60,100
Contracted Services	0	0	0
Goods and Services	0	0	0
Travel	0	0	0
Training	0	0	0
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$133,000	\$251,456	\$384,456

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT C

Snohomish Regional Drug & Gang Task Force

Local Contributions for July 1, 2016 through September 30, 2017

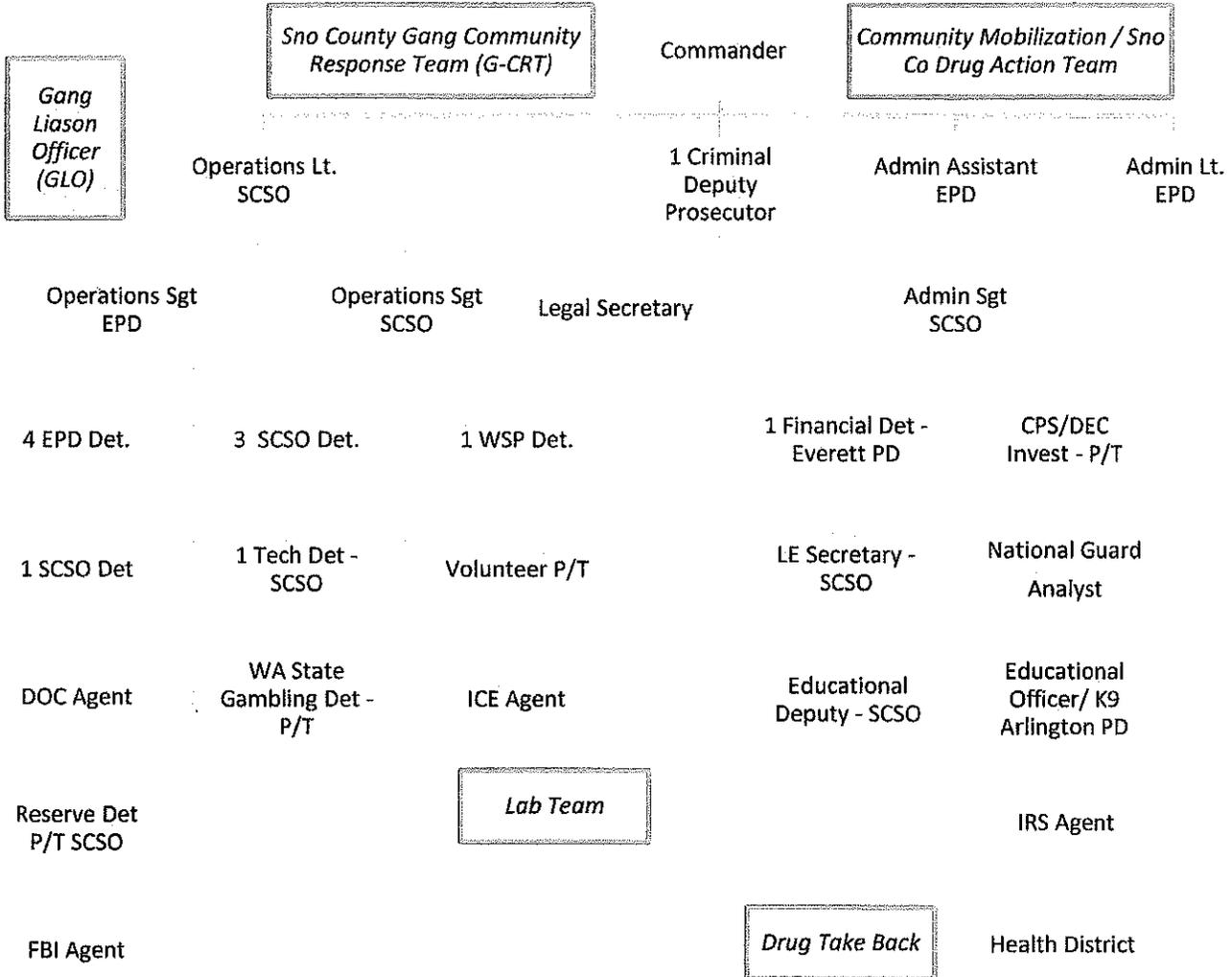
JURISDICTION	POPULATION	2016 BRIDGE AMOUNT	OCT 2016- SEPT 2017 AMOUNT	CONTRACT GRAND TOTAL
Arlington	18,490	\$ 1,230	\$ 4,918	\$ 6,148
Bothell	17,230	\$ 1,146	\$ 4,583	\$ 5,729
Brier	6,500	\$ 432	\$ 1,729	\$ 2,161
Darrington	1,350	\$ 90	\$ 359	\$ 449
Edmonds	40,490	\$ 2,693	\$ 10,770	\$ 13,463
Everett	105,800	\$ 7,036	\$ 28,142	\$ 35,178
Gold Bar	2,115	\$ 141	\$ 563	\$ 704
Granite Falls	3,390	\$ 226	\$ 902	\$ 1,128
Index	160	\$ 11	\$ 43	\$ 54
Lake Stevens	29,900	\$ 1,988	\$ 7,953	\$ 9,941
Lake Forest Park	-	\$ -	\$ -	\$ -
Lynnwood	36,420	\$ 2,422	\$ 9,687	\$ 12,109
Marysville	64,140	\$ 4,265	\$ 17,061	\$ 21,326
Mill Creek	19,760	\$ 1,314	\$ 5,256	\$ 6,570
Monroe	17,620	\$ 1,172	\$ 4,687	\$ 5,859
Mountlake Terrace	21,090	\$ 1,403	\$ 5,610	\$ 7,013
Mukilteo	20,900	\$ 1,390	\$ 5,559	\$ 6,949
Snohomish	9,385	\$ 624	\$ 2,496	\$ 3,120
Snohomish County	330,260	\$ 21,962	\$ 87,847	\$ 109,809
Stanwood	6,585	\$ 438	\$ 1,752	\$ 2,190
Sultan	4,680	\$ 311	\$ 1,245	\$ 1,556
DSHS, CPS	-	\$ -	\$ -	\$ -
Snohomish Health District	-	\$ -	\$ -	\$ -
Washington State Patrol	-	\$ -	\$ -	\$ -
PARTICIPATING JURISDICTIONS' TOTALS:		\$ 50,294	\$ 201,162	\$ 251,456

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT D

SRDGTF Executive Board

Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair),
Snohomish County Prosecutor, City of Everett Attorney, SRDGTF Commander



ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____



MONROE CITY COUNCIL

Agenda Bill No. 16-104

SUBJECT:	Authorize Mayor to Sign Outdoor Sculpture Services Agreement
-----------------	---

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
07/26/2016	Parks & Recreation	Mike Farrell	Mike Farrell	Final Action #1

Discussion: 03/08/2016, 03/15/2016, 05/24/2016, 07/26/2016

Attachments: 1. Sculpture Agreement (*reviewed by the City Attorney*)

REQUESTED ACTION: Move to authorize the Mayor to sign the Sculpture Services Agreement with Artist Kevin Pettelle; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

The City Council approved the establishment of a Public Art Policy and funding in the amount of \$10,000 for an outdoor sculpture to be installed within the newly renovated Downtown Plaza Area. A Call for Sculptors was advertised mid-March 2016. The City received five proposals from four different artists, and the proposals were then reviewed by an Art Selection Committee comprised of individuals representing the Monroe Arts Council, Monroe Chamber of Commerce, Downtown Monroe Association, Monroe Planning Commission, Monroe Park Board, Monroe City Council, and Monroe City Staff. A recommendation to the City Council was unanimously agreed upon to select the proposal brought forth by artist Kevin Edwin Pettelle titled - "Wagner Swifts."

The Monroe City Council passed a motion on May 24, 2016, to direct the Mayor and Staff to negotiate a draft agreement for services with Artist Kevin Pettelle for a downtown art sculpture (attached). The agreement lays out the terms and scope for the artist to design, create, and deliver a metal sculpture representing Vaux's Swifts and the Frank Wagner Elementary School's chimney, to be installed at a site in Monroe's newly-renovated downtown.

IMPACT – BUDGET

\$10,000 is budgeted for a downtown art sculpture. The unique pervious sidewalk system, coupled with the uncertainty of a final art sculpture product's installation requirements (*as it may vary*), may produce a need for additional funding of up to \$2,500 for a structural base support/foundation.

TIME CONSTRAINTS

Scheduled timeline for installation of the artwork is no later than November 23, 2016.

SCULPTURE SERVICES AGREEMENT

This Agreement, made and entered into this 26th day of July 2016, by and between the City of Monroe, Washington, a municipal corporation, hereinafter referred to as the "City," and sculptor Kevin Pettelle, hereinafter referred to as the "Artist", WITNESSETH:

WHEREAS, the City requires those services set forth in Exhibit "A", Scope of Work, attached hereto to be performed as part of that certain city project identified as:

The Artist design, creation, and delivery of a metal sculpture representing Vaux's Swifts and the Frank Wagner Elementary School's chimney, as detailed in Exhibit "A", hereinafter referred to as the "Artwork" to be installed at a site designed by the City in Monroe, Washington.

WHEREAS, the Artist is qualified and possess the expertise, training and skills necessary to perform such designated service.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. Scope of Services. The Artist shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Artist responsibilities throughout this Agreement and as detailed in Exhibit "A".

2. Legal Compliance. In performing the services under and related to this Agreement, Artist shall comply fully with all applicable state, federal and local laws and regulations.

3. Compensation and method of payment.

A. The City shall pay the Artist for the completion of the work designated in Exhibit "A" the fixed amount of \$10,000.00. Such payment shall constitute full compensation for all work performed and/or services rendered, for all applicable taxes, supervision, labor, supplies, materials, travel expenses, insurance, business licenses, equipment, or use thereof, and for all other incidentals required by the Artist to complete the Artwork as specified in the design and as identified in Exhibit "A", Scope of Work. If additional services outside the Scope of Work may be requested by the City, said additional services will be paid by the City at a rate to be determined and mutually agreed upon by the parties however, any such additional services will only be performed by the Artist and compensated by the City where the City has directed such performance in writing.

B. The Artist shall complete and return to the City Exhibit "B," Taxpayer Identification Number, prior to or along with the first invoice submittal.

C. Payment by the City for services will only be made after a voucher or invoice is submitted in the form specified by the City, and the same is approved by the City. Payment shall be made on a periodic installment basis as specified in Exhibit A.

4. Duration of Agreement. This Agreement shall be in full force and effect commencing upon mutual execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

5. Artistic Rights and Copyrights.

A. The completed Artwork shall bear the date, signature, and copyright mark in a non-distracting portion of the Artwork.

B. All sketches, studies, and maquettes developed by the Artist in the process of creating the Artwork shall remain the property of the Artist.

C. Except as expressly provided herein, the exclusive right of reproduction of the Artwork shall remain with the Artist. The Artist reserves every right available under the Federal Copyright Act to control the making and disseminating of further copies or reproductions of the Artwork.

D. Notwithstanding subsection (C) above, the City is hereby granted an irrevocable license to graphically reproduce (through photography or otherwise) the image of the Artwork, including but not limited to, the Artwork proposal and all preliminary studies, models and maquettes thereof that have come into possession by the City, and to authorize third parties to graphically reproduce (through photography or otherwise) any and all of the same, as are desired by the City, for municipal (e.g., education, public information, etc.) purposes. On each such reproduction that is made by the City itself, the Artist shall be acknowledged as the creator of the original Artwork thereof; provided, that reproductions of any preliminary studies, models and maquettes need not be identified as or represented as the final, finished Artwork. Provided further, that the City shall have no responsibility and/or liability whatsoever with respect to any unauthorized reproduction of the image of the Artwork, including any preliminary studies, models or maquettes thereof, by any third parties. The provisions of this subsection (D) under this subsection shall survive the expiration or earlier termination of this Agreement.

6. Independent Contractor Relationship. The Artist and the City agree that the Artist is an independent contractor with respect to the services provided pursuant to this Agreement. The City is interested primarily in the results to be achieved; the implementation of services will lie solely with the Artist. The Artist will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

7. Indemnification. The Artist shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Artist, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Artists' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Termination.

A. If the Artist fails to perform in the manner called for in this Agreement, or if the Artist fails to comply with any other provisions of the Agreement, the City may terminate this Agreement. Termination shall be effected by serving a notice of termination on the Artist. In the event of such termination, the Artist will only be entitled to payment only for services performed up to the effective date of the termination notice in accordance with payment schedule set forth in Exhibit "A."

B. If it becomes impossible or impracticable for the Artist to render services under this Agreement for causes beyond reasonable control, such as, but not limited to acts of nature, permanent injury, death, war or warlike operations, civil commotion, riot or governmental regulation and control, this Agreement shall be deemed terminated.

C. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement. Without prejudice to the forgoing, the City shall be entitled to a full refund of all prior payments made under this Agreement if the Artist fails to complete and deliver the Artwork for any reason other than as provided in subsection (B) above.

9. Discrimination Prohibited. In performing the services under and/or in relation to this Agreement, the Artist shall not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

10. Assignment and Subcontract. The Artist shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

11. Conflict of Interest. The Artist represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Artist is asked to perform services for a project with which it may have a conflict, Artist will immediately disclose such conflict to the City.

12. Confidentiality. All information regarding the City obtained by the Artist in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Artist shall be grounds for immediate termination.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

14. **Notices.** Notices to the City of Monroe shall be sent to the following address:

City of Monroe
806 W. Main Street
Monroe, Washington 98272
Phone number: (360) 794-7400

Notices to the Artist shall be sent to the following address:

Kevin Pettelle
PO Box 777
Sultan, WA 98294
Phone number: (360) 793-0783

15. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The exclusive venue for any litigation arising out of this Agreement shall be the courts of Snohomish County, Washington. The substantially prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

16. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Artist, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

17. **Risk of Loss.** The Artist shall bear all risk of damage or loss with respect to the Artwork until the same is physically delivered to the designated installation site and accepted by the City.

CITY OF MONROE, WASHINGTON

ARTIST

By: _____
Title: Mayor
Date: _____

By: _____
Title: Artist
Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

The Artist agrees to design, create, and deliver a metal sculpture representing Vaux's Swifts and the Frank Wagner Elementary School's chimney, hereinafter referred to as the "Artwork" to be installed in Monroe, Washington at a location designated by the City.

1. DESIGN APPROVAL

The signing of this Agreement shall indicate approval of the conceptual design based on the sketches provided by the Artist and previously reviewed by the City, and as further indicated in the attached Concept Sketch.

The City and the Artist both recognize that such sketches are an approximation of the Artwork and do not constitute exact renderings of the finished Artwork. The City will participate in reviewing and proofing all phases of the design and production process.

2. EXECUTION

A. The Artist shall provide all materials and labor for the creation of the Artwork and will begin upon the signing of this contract and the receipt of the initial payment, as referred to below under PAYMENT SCHEDULE Phase 1. The Artist shall complete and deliver the Artwork by November 23, 2016.

B. The City is responsible for the preparation of the installation site and any procuring any additional elements necessary for said installation, including any pedestal, practical lighting, and/or plaque that will be incorporated and/or installed with the Artwork. The Artist is exclusively responsible for delivery of the damage free Artwork to the installation site designated by the City. If the City determines that an engineering review of the proposed Artwork and site is necessary, then the City shall obtain such review at no cost to the Artist.

C. The Artist warrants and guarantees the Artwork against any faulty material or workmanship at the time of delivery and for one (1) year after installation.

3. PAYMENT SCHEDULE

The City shall pay the Artist for the Artwork the total amount of \$10,000.00, sales tax included.

Phase 1: Concept Design Stipend: \$1,000.00 (completed and approved)

a) A payment of \$1,000.00 for the design of the Artwork. Production will commence upon the signing of the contract and with the Artist's receipt of the first payment of \$1,000.00.

Phase 2: Scale Maquette: \$3,000.00

a) A payment of \$3,000.00 for the production of a scale maquette (1 ½” to 2” = 1’-0”) for review and use in the fabrication of the full size Artwork. Production continues once the maquette is approved by the City’s representative(s) and the Artist’s receipt of \$3,000.00

Phase 3: CAD and Production Drawings: \$3,500.00

a) A payment of \$3,500.00 for the production of working Production and CAD Drawings used in the fabrication of the Artwork. Work will commence on the fabrication of the Artwork upon approved by the City’s representative(s) and the Artist’s receipt of \$3,500.00

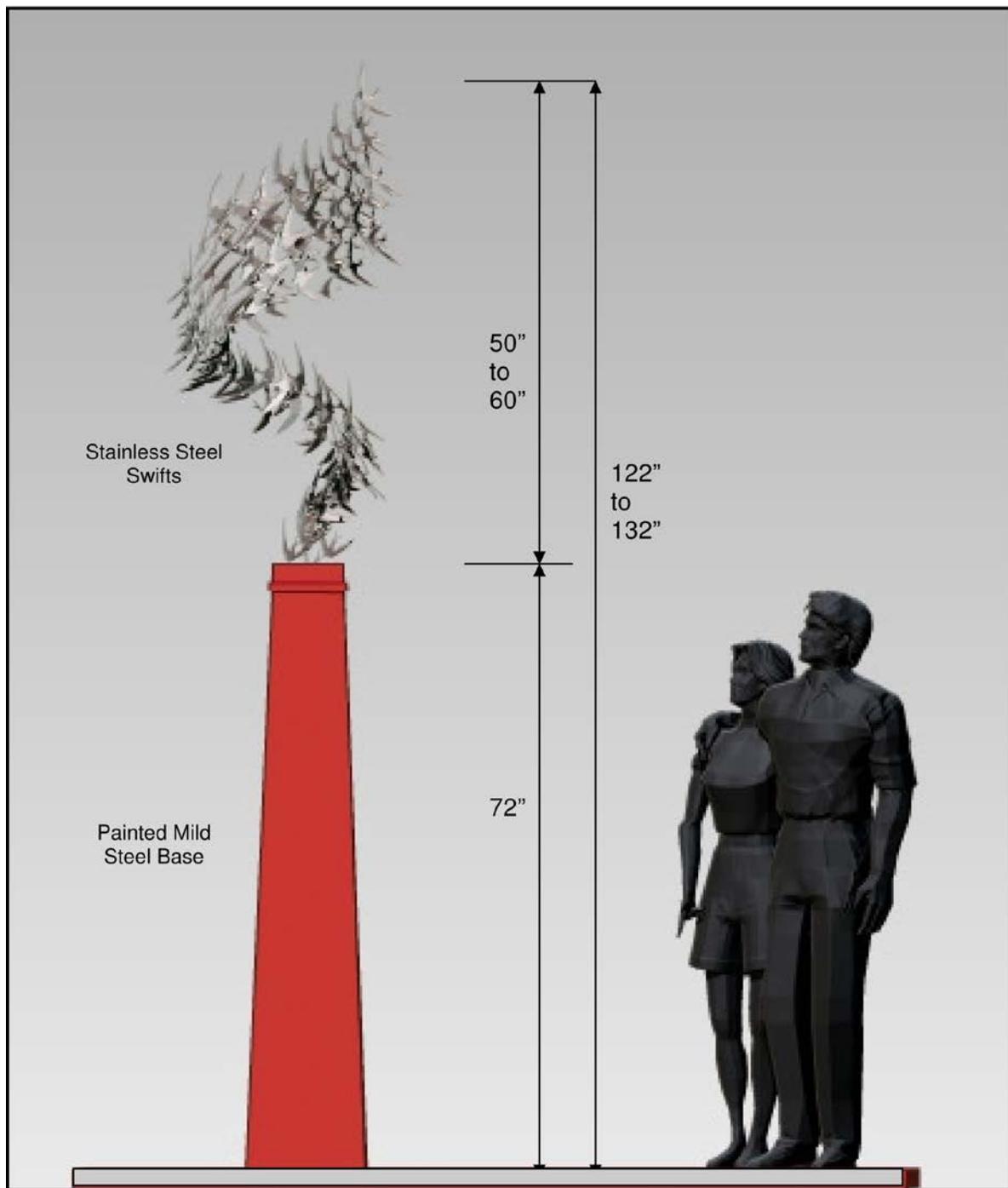
Phase 4: Artwork Production: \$1,500.00

a) A payment of \$1,500.00 for the production and fabrication of the Artwork to completion. With City’s representative(s) approval of the completed Artwork and the Artist’s receipt \$1,500.00, the City will provide direction for the delivery of Artwork to the site and will be responsible for installing the same.

Phase 5: Upon Delivery: \$1,000.00

a) A final payment of \$1,000.00 to the Artist will be made upon the Artist’s delivery of the Artwork to the installation site and its physical acceptance by the City.

'Wagner Swifts'
Sculpture Concept Sketch



Approximant dimensions

Kevin Edwin Pettelle/ Soul in Bronze Studio © 2016

EXHIBIT B
CITY OF MONROE
806 W. Main Street
Monroe, WA 98272
Phone: (360) 794-7400
FAX: (360) 794-4007

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Monroe, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Monroe prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



MONROE CITY COUNCIL

Agenda Bill No. 16-105

SUBJECT:	Resolution No. 012/2016, Approving Iron Eagle Preliminary Plat
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
07/26/2016	Community Development Planning	Kristi Kyle	Kristi Kyle	Final Action #2

Discussion: 07/12/2016; 07/26/2016
Public Hearing: 06/09/2016 (Hearing Examiner)

Attachments:

- Resolution No. 012/2016
 Exhibit A: Hearing Examiner’s Recommendation
 Exhibit B: Iron Eagle Preliminary Plat Site Plan

REQUESTED ACTION: Move to approve Resolution No. 012/2016, adopting the Hearing Examiner’s Finding of Fact, Conclusions of Law, Recommendations, and Conditions of Approval for Preliminary Plat (15-SDPL-0001) - Iron Eagle.

DESCRIPTION/BACKGROUND

On June 9, 2016, the Hearing Examiner held an open record public hearing on the proposed Iron Eagle Preliminary Plat. The proposed Iron Eagle preliminary plat is generally located at 16691 Currie Road on approximately 6.61 acres (257,004 square feet) of property. The proposal is to be developed in a single phase totaling 32 single family residential lots.

A rezone application was processed concurrently with the preliminary plat request. The rezone request, amending zoning designations for the property from Urban Residential 9600 (UR 9600) and Multi-Family Residential 6000 (MR 6000) to Urban Residential 6000 (UR 6000), was passed by the City Council on July 12, 2016 (Ordinance No. 012/2016).

The Hearing Examiner recommendation, submitted June 21, 2016, is that the Monroe City Council approve the Iron Eagle Preliminary Plat with conditions.

Pursuant to Monroe Municipal Code (MMC) Section 21.50.050)(A)(1), on July 12, 2016, the City Council set the date for consideration of the hearing examiner’s recommendation at the Council’s next available public meeting following receipt of the recommendation. The date was set for July 26, 2016.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

N/A

**CITY OF MONROE
RESOLUTION NO. 012/2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, ADOPTING THE HEARING EXAMINER'S FINDINGS OF FACT, CONCLUSIONS OF LAW, RECOMMENDATIONS, AND CONDITIONS OF APPROVAL FOR PRELIMINARY PLAT (15-SDPL-0001) – IRON EAGLE

WHEREAS, James and Frances Hager, applicants, submitted an application on March 16, 2015, for a Preliminary Plat (15-SDPL-0001), commonly known as Iron Eagle, for the subdivision of approximately 6.61 acres located in the vicinity of 16691 Currie Road in Monroe into 32 single-family lots; and

WHEREAS, the Hearing Examiner for the City of Monroe did hold a public hearing on June 9, 2016, regarding said proposed Preliminary Plat (15-SDPL-0001); and

WHEREAS, the Hearing Examiner for the City of Monroe, upon due consideration and through the development of Findings of Fact, Conclusions of Law, and Conditions of Approval, recommended to the City Council on June 21, 2016, that said Preliminary Plat (15-SDPL-0001) be approved with conditions; and

WHEREAS, the City Council has considered the recommendations of the Hearing Examiner and has determined to approve said Findings of Fact, Conclusions of Law, and Conditions of Approval for said Preliminary Plat (15-SDPL-0001); and

WHEREAS, the Preliminary Plat has been processed concurrently with, and is expressly dependent upon, a rezone of the subject property that was approved by the City Council by the adoption of Ordinance No. 012/2016 on July 12, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE DOES RESOLVE AS FOLLOWS:

Section 1. Separate from the other conditions set forth herein, the City Council's approval of the Iron Eagle preliminary plat pursuant to this resolution is expressly dependent and contingent upon the Monroe City Council's July 12, 2016, decision approving the Iron Eagle rezone ("rezone") pursuant to City of Monroe Ordinance No. 012/2016. Should a timely judicial appeal of said rezone be filed, and if the City's approval of the Iron Eagle rezone is ultimately reversed or otherwise invalidated on appeal, then this resolution approving the Iron Eagle Preliminary Plat shall, immediately upon such reversal, be null and void and shall no longer be in effect.

Section 2. The Hearing Examiner's Findings of Fact, Conclusions of Law, and Recommendation of Approval for the Preliminary Plat (15-SDPL-0001) of Iron Eagle attached hereto as Exhibit A are hereby adopted. The City Council further adopts as findings the above recitals, and hereby enters the following additional findings and conclusions:

- A. The Preliminary Plat has been processed in material compliance with all applicable state and local procedures.
- B. As conditioned, the Preliminary Plat satisfies all applicable state and local criteria for approval, including without limitation: (i) RCW 58.17.110 and all other relevant provisions of Chapter 58.17 RCW; (ii) Chapter 21.50 MMC; and (iii) Title 17 MMC.
- C. As conditioned, the Preliminary Plat is in conformity with all applicable zoning ordinances and other land use controls.
- D. As conditioned, the Preliminary Plat will adequately mitigate the impacts of the project as required and allowed by applicable state and local regulations.
- E. The area, location and features property interests dedicated under the Preliminary Plat are a direct result of the development proposal, are reasonably necessary to mitigate the effects of development, and are proportional to the impacts created by the development.
- F. The public interest will be served by approval of the Preliminary Plat.

Section 3. The Preliminary Plat of Iron Eagle set forth in Exhibit B is hereby approved subject to the following conditions:

- 1. The applicant shall apply for all necessary permits and submit construction plans prior to constructing plat improvements which include, but are not limited to, water, sewer, streets, and storm systems.
- 2. The project shall implement all of the applicable recommendations contained in the geotechnical, drainage, and traffic reports approved by the City.
- 3. The proponent shall dedicate right-of-way for streets as shown on the approved Preliminary Plat map. Frontage improvements, including curb, gutter, sidewalk, street trees and traffic control devices shall be provided for all streets within the subdivision and shall be constructed in accordance with the City's Public Works Design and Construction Standards and installed by the developer to the satisfaction of the City prior to final plat application.
- 4. If the applicant wishes to bond for some of the plat improvements, the applicant shall submit a request to the City; but only after the design of plat

improvements have been approved by the City Engineer. All financial securities shall be in place prior to final plat application.

5. Transportation impact fees in accordance with MMC Chapter 20.12 shall be required and paid at the rate in effect at the time of building permit issuance.
6. Park impact fees in accordance with MMC Chapter 20.10 shall be required and paid at the rate in effect at the time of building permit issuance.
7. School impact fees in accordance with MMC Chapter 20.07 shall be required and paid at the rate in effect at the time of building permit issuance.
8. The wastewater system capital improvement charge in accordance with MMC Section 13.08.270 shall be required and paid prior to building permit issuance.
9. Street trees shall be included in the street planter strips per the approved landscape plan. Tree type, spacing, quantity, and location shall be as determined by the City. Street trees shall be planted when a street frontage is fully owner occupied and as directed by the City of Monroe Parks Department. The City will coordinate tree plantings to the most favorable time of the year for plant survival. All street frontage landscaping/irrigation improvements shall be bonded until such time that housing construction is completed and bonded work may be completed without risk of construction damage.
10. Irrigation is required for all street trees and newly planted vegetation within the right-of-way and within Tracts (where applicable and required by the City). The applicant shall submit an irrigation plan prior to construction for review and approval by the City.
11. Mail routes shall be approved by the Postmaster, including mailbox types and locations.
12. The NGPE split-rail fencing shall be identified on the landscape and civil plans consistent with the Critical Area Study.
13. Prior to final plat submittal the applicant shall complete the boundary line agreements with the adjacent property owners.
14. The applicant shall submit a revised legal description with the final plat application that reflects the boundary line agreements with the adjacent property owners.
15. The applicant shall post a performance/maintenance bond prior to issuance of a clearing and/or grading permit for the work outlined in the Critical Area Mitigation Plan per MMC 20.05.130.

16. The applicant shall obtain a General Construction Stormwater NPDES Permit from the WA Department of Ecology (DOE) prior to beginning construction per MMC 15.01.045.

17. The project shall implement all mitigation measures included in the Mitigated Determination of Significance (MDNS) issued on April 19, 2016, based on the latest versions of any referenced reports, plans, or supporting documents made record as exhibits accompanying this Staff Report and Recommendation for the project or subsequent versions approved by the City.

18. The applicant shall obtain all the necessary permits associated with the project from the City.

Section 4. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this ____ day of _____, 2016.

Approved: July 26, 2016
Effective: July 26, 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

BEFORE THE HEARING EXAMINER
CITY OF MONROE, WASHINGTON

RE: Rezone and Preliminary Plat for
Iron Eagle
Applicant: James and Frances Hager

File No(s): 15-SDPL-0001;
15-REZN-0001

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND RECOMMENDATIONS

I. INTRODUCTION / SUMMARY

The Applicant is requesting a rezone and concurrent preliminary plat approval for a proposed 32 single-family residential lot development known as the “Iron Eagle” subdivision, in accordance with the provisions of the City of Monroe Comprehensive plan and the Monroe Municipal Code. At the request of the Applicant, the two applications have been consolidated per MMC Section 21.50.130 into a single public hearing before the City’s Hearing Examiner.

As Hearing Examiner for the City of Monroe, I held a public hearing on June 9, 2016 at approximately 1:30 p.m. at the City of Monroe’s offices located at 806 W. Main St. in Monroe. The Hearing Examiner has jurisdiction to hear the matters pursuant to Monroe Municipal Code § 17.12; § 18.99; and, § 21.50. City staff recommended approval of the proposal, subject to conditions. The Hearing Examiner recommends **APPROVAL** of the Applicant’s requests to rezone the subject property, and concurrent preliminary plat, subject to conditions.

Kristi Kyle, Senior Planner for the City of Monroe, appeared and provided witness testimony, together with the City’s Staff Report and Recommendation, and related exhibits (Exhibits 1-17). Steve Mason, with Harmsen & Associates, Inc. appeared and provided witness testimony on behalf of Applicant. Several other individuals were present at the public hearing but did not offer testimony.

The witnesses declared by oath or affirmation the truthfulness of their testimony. I did not receive any written or oral ex parte communication on a fact in issue during the pendency of the proceedings. The City made a recording of the hearing. The evidence offered was received and all relevant evidence was admitted into the record. I reviewed and considered the written materials and witness testimony presented as evidence at the hearing, a record of which I incorporate in the decision in this matter. The record is on file with the City.

Exhibits: The following exhibits were admitted at the open record hearing:

Respondent/City:

- Exhibit 1: Staff Analysis
- Exhibit 2: Vicinity Map
- Exhibit 3: Preliminary Plat/PRD Map
- Exhibit 4: Preliminary plat application & project narrative
- Exhibit 5: Notice of complete application
- Exhibit 6: Zoning Pap

1 – Case no. 15-SDPL-0001; 15-REZN-0001 (Iron Eagle)

- Exhibit 7: Prior Comprehensive Plan Map
- Exhibit 8: Current Comprehensive Plan Map
- Exhibit 9: Notice of Application (Affidavits 9-A through 9-E)
- Exhibit 10: Notice of Public Hearing (Affidavits 10-A through 10-E)
- Exhibit 11: Public Comments (Comments 11-A through 11-F)
- Exhibit 12: SEPA Mitigated Determination of Non Significance (MDNS)
- Exhibit 13: Preliminary Landscape & Park Plan
- Exhibit 14: Critical Area Study
- Exhibit 15: Conceptual Utilities Plans
- Exhibit 16: Drainage Report
- Exhibit 17: Traffic Impact Study & Revised Summary

II. FINDINGS OF FACT

Application and Notice: Current and Proposed Use

1. Applicant submitted a combined permit application for a Rezone and Preliminary Plat, requesting approval of a residential subdivision of a single parcel of approximately 6.61 acres or 288,072 square feet (the "Property") in accordance with the provisions of the City of Monroe Comprehensive Plan and the Monroe Municipal Code (MMC) (the "Iron Eagle" subdivision). The project is located at 16691 Currie Road, Monroe, WA in Section 2, Township 27 north, range 6 east W.M. on Snohomish County tax parcel number 27060200301900. (Exhibit 2)

2. The Property currently consists of two zoning designations: a 5.90-acre portion zoned UR 9600 and a 0.71 portion zoned MR 6000. The Applicant seeks to amend the entire Property to a single zoning designation of UR 6000, with the concurrent preliminary plat application proposing 32 single-family residential units on the proposed rezone designation (34 total lots, with tracts 997 and 998 designated NGPE area and recreation space, respectively). Past development of the Property was a golf driving range with a two-story building and paved parking lot. The building on the Property is currently being utilized as a Church/Religious institution, and will be removed with development of the Iron Eagle subdivision. (Exhibits 1, 3, 4, 6, 7, and 8)

3. The site slopes slightly along Currie Road along the south property line, north into the existing parking lot. The northern part (previously utilized as a driving range) is very flat. The property has street frontage on Currie Road. Frontage improvements will be required along Currie Road, including pavement, widening, curb, gutter, planter and sidewalk. There is no evidence of current wetland hydrology on the property; however, a perennial channel called an "unclassified stream" per the City of Monroe Critical Areas and Buffer Map, is located in the southwest corner of the parcel. (Exhibits 1, 2, 4, 6, 7, 8)

4. Comprehensive Plan Land Use Designations, Zoning Designation, and Existing Land Use of the Site and Surrounding Area, include the following:

Area	Prior/Existing Comp Plan Land Use Designation(s)	Zoning	Existing Land Use
Project Site ("Property")	Prior: (R5-7) Dwellings Per Acre Existing: Medium Density SFR	Urban Residential (UR 9600) and MR 6000	Church/Religious Institution

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	& Multifamily		
North	Prior: (P/O) Parks/Open Space Existing: Parks	Public Open Space (PS)	Park Meadows City Park
South	Prior: SR 522/(R8-11) Dwellings Per Acre Existing: Medium Density SFR & Multifamily	Urban Residential (UR 9600)	SR 522
East	Prior: (R3-5) Dwellings Per Acre Existing: Low Density SFR	Public Open Space (PS)	Vacant & WSDOT
West	Prior: (R5-7) Dwellings Per Acre/(R3-5) Dwellings Per Acre Existing: Medium Density SFR / Low Density SFR	Urban Residential (UR 9600)	Single family residential

5. Public Utilities and Services are provided by the following:

Water:	City of Monroe	Gas:	Puget Sound Energy
Sewer:	City of Monroe	Cable TV:	Comcast
Garbage:	Republic Services	Police:	City of Monroe
Storm Water:	City of Monroe	Fire:	Monroe Fire District No. 3
Telephone	Verizon	School:	Monroe Public Schools
Electricity	Snohomish County PUD No. 1	Hospital:	Evergreen Health

6. The Applicant submitted its application for the Iron Eagle rezone and subdivision on March 16, 2015. The City of Monroe determined the application complete on March 23, 2015. A Notice of Application was issued on March 31, 2015, and a notice of Public Hearing was issued on May 24, 2016. Required notices were sent directly by the City of Monroe to nearby property owners, affected agencies, tribes, and interested persons, and public notice of the hearing was posted on the subject property, and various locations. (Exhibits 4, 5, 9, 10)
7. Public comment was received from: Tiffany S. Norton, neighbor; Gretchen Kaehler, Local Governments Archeologist, Department of Archeology & Historic Preservation (DAHP); Faye Ryan, Senior Real Estate Representative, Puget Sound Energy; Elizabeth Tobin, Senior Manager, Puget Utilities District No. 1 (PUD); Steven Mullen-Moses, Director of Archeology & Historic Preservation, Snoqualmie Tribes; and, Kerry Lyste, Stillaguamish Tribes. Ms. Norton raised specific concerns regarding flooding and drainage issues for neighboring homes, and problems for the protected wetlands adjacent to the Property. Ms. Norton described past issues with drainage issues, and noted that the current year was unusually dry and therefore not an accurate reflection of potential problems. (Exhibit 11)
8. A Mitigated Determination of Nonsignificance (MDNS) was issued, published, posted and mailed on April 19, 2016. The MDNS provided a comment period ending on May 3, 2016 and an appeal period ending on May 10, 2016. The City received no comments or appeals. (Exhibit 12)
9. The Applicant submitted a Preliminary Landscape and Park plan with the proposal showing the location of open spaces, including a play area for children, with a play structure, picnic tables, and benches. The plan also shows a large native growth

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protection area, and a large wet biofiltration swale with appropriate wetland planting, in addition to landscaping and irrigation for the proposed subdivision. (Exhibit 13)

10. The Applicant submitted a Critical Area Study of the Property as part of the proposal, documenting the existing critical areas on the Property and in the vicinity, describing impacts to critical areas that would result from the proposed project, and proposed mitigation for these unavoidable impacts. The study notes the existence of a storm water detention facility located to the southeast of the Property, with parcels to the north and northeast that remain undeveloped. The study notes that a constructed stream channel crosses the southwestern corner of the site, and that a storm water detention pond west of the existing parking areas discharges to the stream channel at the western property boundary. The study describes one unnamed Type 4 stream (meaning non-fish) that crosses the southwestern corner of the property, and is mapped as “unclassified” in the City of Monroe 2008 Critical Areas and Buffers map. (Exhibit 14)
11. The Critical Area Study finds that the project would impact the stream located on the Property, and describes several actions for avoiding, minimizing, and mitigating the impacts. First, the study notes that the original Iron Eagle proposal for 34 lots was scaled back to 32 lots to avoid direct stream impacts. Second, the study notes that a revised layout for the project minimizes the area of buffer impact resulting from the project. Third, the study proposes direct mitigation for the residual impact on 4,197 square feet of stream buffer, provided by enhanced plantings in two planting areas along the stream channel. The mitigation plan provides for ongoing maintenance and monitoring, with a contingency plan to ensure continued performance of the stream buffer function and increased habitat function and diversity in the mitigation areas. (Exhibit 14)
12. The Applicant’s Critical Area Study notes finding no wetlands on the Property, but also notes that there is a Category 3 wetland on the parcel to the east. Most of this adjacent wetland is more than 75 feet (the buffer for a Category 3 wetland) from the Property, but a portion of this buffer overlaps the northeast corner of the Property, and the functional buffer ends at the eastern edge of the existing gravel access road along the eastern and northern edges of the Property. The study concludes that there would be no impact to functional wetland buffer area resulting from the project. (Exhibit 14)
13. The Applicant submitted a Conceptual Utilities Plan, and a Drainage Report, as part of the proposal. The Drainage Report notes that the site is within the Lords Lake regional detention facility drainage basin, which provides for flow control but not runoff treatment. The Drainage Report finds that the Iron Eagle subdivision proposal will create more than 5,000 square feet of new impervious surface on the Property subject to vehicular traffic, and therefore will need to provide for a runoff treatment facility. The report notes that the proposed runoff treatment facility is a biofiltration swale, includes analysis of upstream and downstream impacts, and describes anticipated work to re-route certain drainage ditches. The Drainage

Report concludes that, with implementation of BMPs, there should not be significant adverse impact from the proposal. (Exhibits 15, 16)

14. The Applicant submitted a Traffic Impact Study & Revised Summary as part of the proposal. The study is based on developing 33 units within the Iron Eagle subdivision. The study includes a level of service analysis that concludes that all of the study intersections affected by the proposed development will continue to operate at acceptable levels of service. (Exhibit 17)

Staff Report and Recommendation

15. City staff determined based on the facts presented in the development application, as well as the analysis completed by city staff, that the development does not lower the level of service on the following public facilities and services below the minimum standards established within the comprehensive plan: potable water, wastewater, storm water drainage, police and fire protection, parks and recreation, arterial roadways, and public schools. City staff report there is sufficient capacity available in the City's public water and sanitary sewer system to serve the proposed subdivision. (Exhibit 1)
16. City staff performed density calculations for the 6.61 acre Property per MMC section 18.10.050 Zoning Land Use Matrix and MMC section 18.10.140 Bulk Requirements and Table A, using the requirements for single family residential development within the UR 6000 zone, and determined that the gross size of the site would permit up to 38.409 dwelling units (if not impacted by other conditions). Thus, City staff concluded that the Applicant's proposal for 32 dwelling units is consistent with that allowed by City code. (Exhibit 1)
17. City staff reviewed and analyzed the application under MMC Chapter 18.99 (Rezoning Procedures) and related Rezone Application Criteria. City staff reported that the proposed zoning change to UR 6000 for the Property is consistent with the goal statements for the 2005-2025 Monroe Comprehensive Plan under which the application was filed, specifically citing: Land Use Goals 1, 3, 5, and 7 (orderly expansion, expected growth, small-town atmosphere/compatible with present housing, encourage development consistent with Comprehensive Plan); Economic Development Goals 1 and 2 (strong, diversified, sustainable economy while respecting natural environment/preserving/enhancing quality of life, consider capacity of the area's natural resources, public services and facilities); and, Housing Goals 1, 3 and 5 (promote a variety of residential housing densities and choices, promote strong residential neighborhoods, and encourage creation of healthy residential neighborhoods). (Exhibit 1)
18. City staff also provided analysis concerning whether the proposed zoning change is in keeping with the purposes of the City's Zoning Code and the existing land use of surrounding properties. The Property's existing zoning designations are both Urban Residential (UR 9600) and Multi-Family Residential (MR 6000) on the City of Monroe Zoning Map. The City of Monroe 2015-2035 Comprehensive Plan Future Land Use Map (adopted December 8, 2015) designates the Property

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“Medium Density SFR” and “Multifamily”. According to the zoning code, the proposed UR 6000 zoning designation allows a combination of detached homes on small lots, townhouses and apartments. Therefore, staff concluded that the requested single zoning designation of UR 6000 is consistent with the zoning code and Comprehensive Plan. Staff also noted that the proposed rezone to UR 6000 is consistent with the residential character of the existing neighborhood, and will add to the overall mix of housing types already existing and being constructed in the vicinity, as well as the type of developments anticipated and encouraged by the City of Monroe Comprehensive Plan. (Exhibit 1)

19. City staff provided further analysis concerning whether the proposed rezone reflects changes in economic patterns, social customs, policy changes and other factors that affect the character of the area. Staff concluded that the proposed UR 6000 zone meets these criteria by establishing zoning and land uses that will be compatible with existing land uses and will contribute to the City of Monroe’s 2035 population target. (Exhibit 1)
20. City staff assessed the proposed rezone with respect to its impact on safety, welfare, public health, property values, and other factors. Staff reported that the area is currently serviced by the City of Monroe for various public services, and the proposed land use intensities fall within the available capacity for the city’s sewer, water, and storm water systems, while police and fire coverage will not likely increase dramatically. Staff also noted that transportation system impacts are evaluated in detail within the application. (Exhibit 1)
21. The City Planner, City Engineer, Fire Marshal, Building Official, and Police Chief all reviewed and commented on the proposed project. City staff included their comments in the body of the staff report and in their recommendations for project permit conditions of approval. Staff noted in the report that the Property is not located within the City’s shoreline management jurisdiction. City staff also reported that the proposed preliminary plat conforms to the City of Monroe’s 2005-2025 Comprehensive Plan, which was in effect at the time the application was submitted. Development of single-family dwellings served by public utilities is consistent with the City of Monroe’s 2005-2025 Comprehensive Plan R5-7 and R8-11 Land Use designations and the proposed density ranges specified by each designation. (Exhibit 1)
22. City staff noted that the Property is not located within a floodplain, but does contain a Type 4 stream and associated buffer. Staff also noted that, as described in the Applicant’s critical areas report, there are no wetlands on the Property, but there are wetlands to the north and northwest of the site. Staff analysis of the proposal concluded that all direct impacts of the proposal have been or will be mitigated through a combination of municipal code requirements and the proposed conditions of preliminary plat approval. Staff also reported that strategies and financial commitments are in place to complete necessary improvements within six years of time of development as set forth in the City’s Comprehensive Plan and MMC section 20.06.030(D), including payment of applicable mitigation and/or impact fees for water, wastewater, parks,

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transportation and schools. Staff noted that the Applicant will mitigate storm water impacts on site during construction of the proposed subdivision, and that the City of Monroe Police Department and Fire District #3 did not raise any concerns regarding level of service standards in commending on the proposed preliminary plat. Staff also noted that the Monroe School District was notified of the proposed development application, and submitted no comments. (Exhibit 1)

23. Staff concluded that the proposed development would not lower the level of service on public facilities and services below the minimum standards established within the City of Monroe Comprehensive Plan, including specifically: potable water, wastewater, storm water drainage, police and fire protection, parks and recreation, arterial roadways, and public schools. (Exhibits 1, 3)
24. Review of the preliminary plat development plans confirms that the preliminary plat application includes provisions for the public health, safety, and general welfare, including open spaces, drainage ways, streets or roads, potable water, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and sidewalks that assure safe walking conditions for students who only walk to and from school and the residents of the City. City staff concluded that the public interest would be served by the proposed subdivision and dedication, because it is in accordance with the goals and objectives set forth in the Monroe Municipal Code, 2015-2035 Comprehensive Plan and the prior 2005-2035 Comprehensive Plan. (Exhibit 1)
25. Review of the proposed preliminary plat development plans also confirms that the areas designated for dedication (roadways) to the City of Monroe will be conditioned per preliminary plat approval conditions. The subject proposal does not include dedication of a public park; however, private recreation space has been provided in Tract 998 and 999. (Exhibits 1, 3)
26. The City's staff recommended that the Hearing Examiner forward a recommendation of approval to the City Council for the Iron Eagle Preliminary Plat and Rezone (15-SDPL-0001 & 15-REZN-0001) subject to certain recommended conditions of approval.

III. CONCLUSIONS / ANALYSIS

The evidence presented is reliable, probative and substantial evidence upon which to base a determination in these matters.

A. Zoning

The City of Monroe's zoning procedures provide for changes in the City's Comprehensive Plan and related zoning map. Following a public hearing, the hearing body (in this case the Hearing Examiner) submits a recommendation to the city council incorporating the findings of fact and related evidence relied upon in making the

recommendation, together with an analysis of the findings. The city council may, by ordinance, accept or reject the amendment.¹

Each determination concerning an application for a zoning change or amendment must be supported by written findings and conclusions specifically addressing each of the following areas:

- 1. The proposed zoning change shall be in keeping with the goals and policies of the Comprehensive Plan.*
- 2. The proposed zoning change shall be in keeping with the purposes of the Zoning Code and the existing land use of the surrounding properties.*
- 3. The proposed rezone reflects changes in the economic patterns, social customs, policy changes and other factors that affect the character of the area.*
- 4. This proposal will be assessed as to its impact in safety, welfare, public health, property values and other factors.*

The application was filed under the 2005-2025 Monroe Comprehensive Plan. I reviewed and concur with the City's staff report and recommendation that the proposed zoning change is in keeping with the goals and policies of the City's Comprehensive Plan. The staff report referenced several relevant goals and policies of the comprehensive plan land use goals consistent with and supportive of the rezone including: Land Use Goal 1, 3, 5 and 7; Economic Development Goals 1 and 2; and Housing Goals 1, 3, and 5.

The proposed rezone to UR 6000 is consistent with the residential character of the existing neighborhood, and the purposes of the Zoning Code. The proposed UR 6000 zoning designation will add to the overall mix of housing types already existing and being constructed in the vicinity, as well as the type of developments anticipated and encouraged by the City of Monroe Comprehensive Plan

The 2015-2035 Comprehensive Plan Table 3.07 provides the following descriptions of the respective land use plan designations:

"Medium Density SFR. The Medium Density Single Family Residential designation is based on gross density. Unlike the low density SFR designation, these areas can develop at a higher intensity, ranging from approximately five to seven units per acre. Where sites are unconstrained this can result in individual lot sizes of about 6,000 square feet to 9,000 square feet. The Medium Density SFR designation allows for Parks."

And;

"Multifamily. This designation shall provide for multiple-family residential developments at a range of densities between 12 and 25 dwelling units per acre where the full range of public facilities and services to support urban development exist. Generally this designation is appropriate for land that is located convenient to principal arterials and to business and

¹ See MMC 18.99.

commercial activity centers. This designation is intended for areas of infill housing such as the downtown and the western area of the West Main Street corridor as well as for senior housing developments and other special group homes.”

The prior 2005-2025 City of Monroe Comprehensive Plan designated the Property as “R 8-11 Dwellings Per Acre” and R 5-7 Dwellings Per Acre”.

“Residential, Five to Seven Dwelling Units Per Acre (R 5-7). This designation shall provide for primarily single family residential development at a range of densities between five and seven dwelling units per acre and compatible uses such as schools, churches, day care centers where a full range of public facilities and services to support urban development exists. Aggregation of dwelling units in multiple family configurations may be appropriate if compatibility with nearby existing single-family development can be achieved.

This designation may be implemented by more than one zoning classification. Determination of the appropriate zoning classification shall take into account the density of nearby existing development and the capacities of existing and projected public facilities.”

And;

“Residential, Eight to Eleven Dwelling Unites Per Acre (R 8-11). This designation shall provide for multiple-family residential development at a range of densities between eight and eleven dwelling units per acre plus compatible uses such as schools, churches, day care centers where a full range of public facilities and services to support urban development exists. Single-family attached housing is also compatible with this designation.

Generally, this designation is appropriate for land that is located convenient to principal arterials and to business and commercial activity centers.

This designation may be implemented by more than one zoning classification. Determination of the appropriate zoning classification shall take into account the density of nearby existing development and the capacities of existing and projected public facilities.”

The surrounding areas are all similar-use residential development in nature, with low density, medium density, and high-density single-family residence development in the area, together with a nearby public park. I specifically noted that the proposed UR 6000 zoning designation will add to the overall housing types already existing and being constructed in the vicinity, and is not out of character with the existing neighborhood. The proposed rezone amendment is consistent with the City of Monroe’s Comprehensive Plan and related zoning map, encouraging further mixed residential use of the land in this zone. I found persuasive the testimony and evidence presented concerning the proposed development’s consistency with applicable provisions of the Monroe Comprehensive Plan and Monroe Municipal Code. The Property is located conveniently to principal arterials, and is compatible with the proposed use and the uses of other properties in the vicinity. I submit a recommendation of approval based on the above specific findings, as supported and conditioned by the City’s staff report and recommendation.

B. Preliminary Plat

Preliminary Plat approval shall be granted only when the proposal is consistent with the provisions of the City of Monroe Comprehensive Plan, applicable provisions of

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the Monroe Municipal Code (Subdivisions, Planning and Zoning, Environment, and Development and Review Procedures).²

The City of Monroe Comprehensive Plan currently split-zones the site as primarily medium density SFR, with a smaller portion of the site zoned Multifamily. The surrounding areas include medium density SFR, low density SFR, some high density SFR, and the Park Meadows City Park to the north. The proposed development, as conditioned, is consistent with requirements for development of this Property with a subdivision of single-family homes. Assuming that the proposed rezoning of the Property is approved, the density calculations for this Property would allow 38 dwelling units. Therefore, the proposed 32 dwelling units on the rezoned UR 6000 Property falls within the allowed density for this zoning. I found persuasive the testimony and evidence presented concerning the proposed development's consistency with applicable provisions of the Monroe Comprehensive Plan and Monroe Municipal Code. I submit a recommendation of approval based on the following specific findings and conclusions:

1. Staff Report: I find based on the record that the City planner submitted a report to the administrator indicating that the proposed subdivision follows all City zoning regulations, development standards, and ordinances, is in compliance with the City's comprehensive plan, and complete documents have been submitted pursuant to the State Environmental Policy Act (SEPA). The preliminary plat proposing the Iron Eagle development of single-family homes served by public utilities, as conditioned, is consistent with the City of Monroe's Comprehensive Plan for this comprehensive plan designation, within the UR 6000 zoning district, and meets the goals, policies, requirements and intent of the Monroe Municipal Code, comprehensive plan, and Shoreline Master Program.
2. Staff Report: I find based on the record that, as conditioned, the proposed subdivision's street system, sewage disposal system, storm sewer system, and water supply system conform to the City's current development standards, meeting City requirements for initial engineering and improvements. Applicant's proposal makes adequate provision to minimize or eliminate flood damage and to ensure that an adequate drainage system is provided to reduce exposure to flood damage. There were no identified issues with respect to easements, or effects on other public works.
3. Public Safety Officials: I find based on the record that, as conditioned, the development does not lower the level of service below the minimum standards established within the comprehensive plan for: potable water; wastewater; storm water drainage; police and fire protection; parks and recreation; arterial roadways; and public schools. The development provides adequate access for emergency vehicles.
4. Public Hearing: The City held a public hearing to assist in determining the public interest to be served by the proposed subdivision, providing required notice of the hearing. I find based on the record that the development is in the public interest, effectively addressing the City's goals of higher density, conservation of natural areas and provision of recreational facilities. The physical location of the

² See MMC 17.12.030.

proposed subdivision is appropriate, with appropriate provisions made in the proposal to avoid, minimize, and mitigate effects to critical areas and/or impacted wetland conditions. I find that the proposed subdivision is consistent with the purpose and intent of the comprehensive plan designation, and with surrounding development (primarily medium, low-density, and high density single family uses, and a park). I note that provision is made to protect the public health, safety and general welfare, and that the provision of additional open spaces within the proposed subdivision, including the addition of a play area for children, with a play structure, picnic tables, and benches, further serves the public interest of the future residents.

5. **Conformity:** I find based on the hearing record that that the proposed subdivision conforms to the City's comprehensive plan and the Shoreline Master Program. Specifically, I note the facts contained in the City's Staff Report in making this finding.
6. **Physical Characteristics:** I find based on the hearing record that the physical characteristics of the site are appropriate for the proposed development. I find that evidence concerning protection from floods, inundation or wetland conditions is addressed in Applicant's proposal, as conditioned. Specifically, I note the inclusion of a large native growth protection area, and a large wet biofiltration swale with appropriate wetland planting.
7. **Mitigation and Concurrency:** I find based on the hearing record that, as conditioned, the development provides for payment of all identified direct impacts through required traffic impact mitigation fees, park impact mitigation fees, school impact mitigation fees, water system capital improvement charges, wastewater capital improvement charges, and provides for replacement, relocation, or abandonment of required easements.

IV. RECOMMENDATIONS

The Hearing Examiner submits a recommendation of approval for the Iron Eagle Preliminary Plat and Rezone (15-SDPL-0001 & 15-REZN-0001) subject to the conditions noted below, consistent with the conditions recommended by staff.

Conditions:

1. The applicant shall apply for all necessary permits and submit construction plans prior to constructing plat improvements which include, but are not limited to, water, sewer, streets, and storm systems.
2. The project shall implement all of the applicable recommendations contained in the geotechnical, drainage, and traffic reports approved by the City.
3. The proponent shall dedicate right-of-way for streets as shown on the approved preliminary plat map. Frontage improvements, including curb, gutter, sidewalk, street trees and traffic control devices shall be provided for all streets within the subdivision and shall be constructed in accordance with the City's Public Works Design and Construction Standards and installed by the developer to the satisfaction of the City prior to final plat application.

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4. If the applicant wishes to bond for some of the plat improvements, the applicant shall submit a request to the City; but only after the design of plat improvements have been approved by the City Engineer. All financial securities shall be in place prior to final plat application.
5. Traffic impact fees in accordance with MMC Chapter 20.10 shall be required and paid at the rate in effect at the time of building permit issuance.
6. Park impact fees in accordance with MMC Chapter 20.10 shall be required and paid at the rate in effect at the time of building permit issuance.
7. School impact fees in accordance with MMC Chapter 20.10 shall be required and paid at the rate in effect at the time of building permit issuance.
8. The wastewater system capital improvement charge in accordance with MMC Section 13.08.270 shall be required and paid prior to building permit issuance.
9. Street trees shall be included in the street planter strips per the approved landscape plan. Tree type, spacing, quantity, and location shall be as determined by the City. Street trees shall be planted when a street frontage is fully owner occupied and as directed by the City of Monroe Parks Department. The City will coordinate tree plantings to the most favorable time of the year for plant survival. All street frontage landscaping/irrigation improvements shall be bonded until such time that housing construction is completed and bonded work may be completed without risk of construction damage.
10. Irrigation is required for all street trees and newly planted vegetation within the right-of-way and within Tracts (where applicable and required by the City). The applicant shall submit an irrigation plan prior to construction for review and approval by the City.
11. Mail routes shall be approved by the Postmaster, including mailbox types and locations.
12. The NGPE split-rail fencing shall be identified on the landscape and civil plans consistent with the Critical Area Study.
13. Prior to final plat submittal the applicant shall complete the boundary line agreements with the adjacent property owners.
14. The applicant shall submit a revised legal description with the final plat application that reflects the boundary line agreements with the adjacent property owners.
15. The applicant shall post a performance/maintenance bond prior to issuance of a clearing and/or grading permit for the work outlined in the Critical Area Mitigation Plan per MMC 20.05.130.
16. The applicant shall obtain a General Construction Stormwater NPDES Permit from the WA Department of Ecology (DOE) prior to beginning construction per MMC 15.01.045.
17. The project shall implement all mitigation measures included in the environment checklist based on the latest versions of any referenced reports, plans, or supporting documents made record as exhibits accompanying this Staff Report and Recommendation for the project or subsequent versions approved by the City.

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18. The applicant shall obtain all the necessary permits associated with the project from the City.

Respectfully Submitted,

Dated: 06/21/2016

A handwritten signature in blue ink that reads "Carl D. Cox". The signature is written in a cursive style with a large, stylized 'C' and 'X'.

Carl D. Cox
Hearing Examiner
PO Box 158
Bellevue, WA 98009
Tel: (425) 242-1504
Fax: (425) 615-7202

NOTICES

Judicial Appeals (MMC 21.60.030)

Appeals from the final decision of the city council, planning commission, or hearing examiner, or other city board or body involving MMC Titles 15 through 20, and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court within twenty-one days of the date the decision or action became final, unless another time period is established by state law or local ordinance.

Notice of the appeal and any other pleadings to be filed with the court shall be served on the city as required by law.

The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

Reconsiderations (MMC 21.50.080)

MMC 21.50.080 allows a party of record to a public hearing or closed record appeal, to seek reconsideration of a recommendation or a decision by the Hearing Examiner or hearing body, by filing a written request for reconsideration with the Community Development Department within ten calendar days, following issuance of the written final decision.

All motions for reconsideration requests shall state the specific errors of law, fact, or procedure. Reconsideration will be granted only when an obvious legal error has occurred or a material factual issue has been overlooked that would change the previous decision. If a request for reconsideration is accepted, a decision or recommendation is not final until after a decision on the reconsideration request has been issued.

Appeals of shoreline permit decisions and decisions on shoreline permit revisions, letters of exemption and other approvals required by the Master Program shall be heard in accordance with Chapter 21.60 MMC and RCW 90.58.180.

SECTION 2, TOWNSHIP 27 NORTH, RANGE 6 EAST, WM

EXHIBIT B

PLAT OF IRON EAGLE

PRELIMINARY PLAT AND REZONE

SITE INFORMATION

TAX PARCEL #	27060200301900
SITE ADDRESS	16691 CURRIE ROAD MONROE, WA 98272
EXISTING ZONING	UR9600 - 257,301 SF (5.90 AC) MR6000 - 30,771 SF (0.71 AC)
PROPOSED ZONING	UR6000 - 288,072 SF (6.61 AC) MR6000 - 0 SF (0.00 AC)
PROPERTY SIZE (TOTAL)	288,072 S.F. (6.61AC.)
MINIMUM LOT SIZE	6,000 SF
LOT COVERAGE	50%
BUILDING SETBACKS	20' FRONT TO GARAGE 10' FRONT TO LIVING SPACE 15' REAR 5' MIN PER SIDE, 15' TOTAL
WATER SOURCE	CITY OF MONROE
SEWAGE DISPOSAL	CITY OF MONROE
FIRE DISTRICT	CITY OF MONROE
SCHOOL DISTRICT	MONROE SCHOOL DISTRICT
OWNERSHIP INTEREST	JAMES & FRANCES HAGER 21314 CALHOUN ROAD MONROE, WA 98272

MAXIMUM DENSITY CALCULATION

(288,072 SF - 20%) / 6000 = 38.4 = 38
 PROPOSED NUMBER OF LOTS = 32

ACTUAL DENSITY CALCULATIONS

GROSS DENSITY:
 GROSS AREA = 6.61 AC
 32 UNITS / 6.61 AC = 4.84 DU/AC
 ROUNDS TO 5 DU/AC PER MMC 18.10.010(B)(1)
 NET DENSITY:
 NET AREA = 6.61 AC - ROADS - STORM TRACT
 = 6.61 - 1.43 - 0.10
 32 UNITS / 4.95 AC = 6.46 DU/AC

RECREATION SPACE CALCULATIONS

REQUIRED AREA = 32 LOTS * 170 SF/LOT
 = 5,440 SF
 PROVIDED AREA = 6,130 SF (TRACT 998)

OWNER/APPLICANT

JAMES & FRANCES HAGER
 21314 CALHOUN ROAD
 MONROE, WA 98272
 PH: 206-300-6667

CONTACT/CIVIL ENGINEER

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GEOTECHNICAL ENGINEER

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 GEOTEST
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 PH: 360-733-7318

LANDSCAPE ARCHITECT

SCOTT LANKFORD
 LANKFORD ASSOCIATES
 10031 SR 532, SUITE B
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 PH: 206-331-5123

BIOLOGIST

MARY HARENDA
 ESSENCY ENVIRONMENTAL
 11104 320TH AVENUE NE
 CARNATION, WA 98014
 PH: 425-761-5903

SHEET INDEX

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- W1 CRITICAL AREA MITIGATION PLAN

REZONE PERMIT NOTE

THE MAJORITY OF THE SITE IS CURRENTLY ZONED AS UR 9600 WITH THE SOUTHERN PORTION BEING MR 6000. THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTY IS 5-7 DU/AC AND 8-11 DU/AC FOR THE TWO AREAS ON SITE. ACCOMPANYING THIS PROPOSED PRELIMINARY PLAT IS A REZONE REQUEST TO CHANGE THE ZONING TO UR 6000 TO BRING THE PROPERTY INTO COMPLIANCE WITH THE COMPREHENSIVE PLAN.

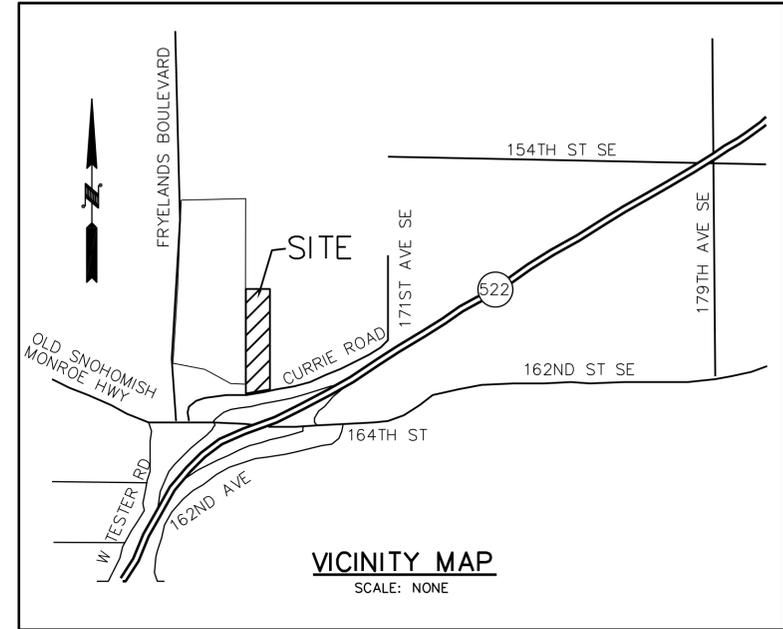
LEGAL DESCRIPTION

NOTE: THE PLATTOR IS ENGAGED IN PENDING BOUNDARY LINE AGREEMENTS WITH CERTAIN LOT OWNERS IN THE ADJACENT PLAT OF LORDS LAKE TO CONFORM THEIR BOUNDARIES TO A FENCE LINE BASED ON ADVERSE POSSESSION CLAIMS. THE PLAT BOUNDARY AND LEGAL DESCRIPTION WILL BE REFORMED PRIOR TO FINAL PLAT REVIEW.

THE SOUTH 100 FEET OF THE EAST 330 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE EAST 330 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 27 NORTH, RANGE 6 EAST, W.M., EXCEPT THE EAST 60 FEET THEREOF; AND EXCEPT STATE AND COUNTY ROADS; AND EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY FOR DRAINAGE DISTRICT NO.4.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: THAT PORTION OF THE EAST 330 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 27 NORTH, RANGE 6 EAST, W.M. DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF LOT 18, LORD'S LAKE DIVISION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 62 OF PLATS, PAGES 42-46, UNDER A.F. NO. 9608295003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A POINT ON THE WEST LINE OF SAID EAST 330 FEET; THENCE NORTH 66°59'02" EAST, ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 18, A DISTANCE OF 7.68 FEET TO A 6' CHAIN LINK FENCE; THENCE NORTH 00°24'10" WEST, ALONG SAID FENCE, A DISTANCE OF 64.79 FEET; THENCE NORTH 00°29'11" WEST, ALONG SAID FENCE, A DISTANCE OF 68.62 FEET TO THE SOUTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 21, SAID PLAT OF LORD'S LAKE DIVISION 1; THENCE NORTH 00°27'25" WEST, ALONG SAID FENCE, A DISTANCE OF 73.11 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 22, SAID PLAT OF LORD'S LAKE DIVISION 1; THENCE NORTH 00°15'24" WEST, ALONG SAID FENCE, A DISTANCE OF 100.02 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 24, SAID PLAT OF LORD'S LAKE DIVISION 1; THENCE SOUTH 88°45'31" WEST, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 11.70 FEET TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE SOUTH 01°14'29" EAST, ALONG THE EAST LINE OF SAID LOT 24, A DISTANCE OF 309.36 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON



REVISIONS

3/11/16 REVISED PER CITY REVIEW

DWN. BY: LDR
 CHK. BY: SRM
 DATE: 12/31/14
 JOB #: 14-216
 P/B #: N/A
 SCALE: NONE

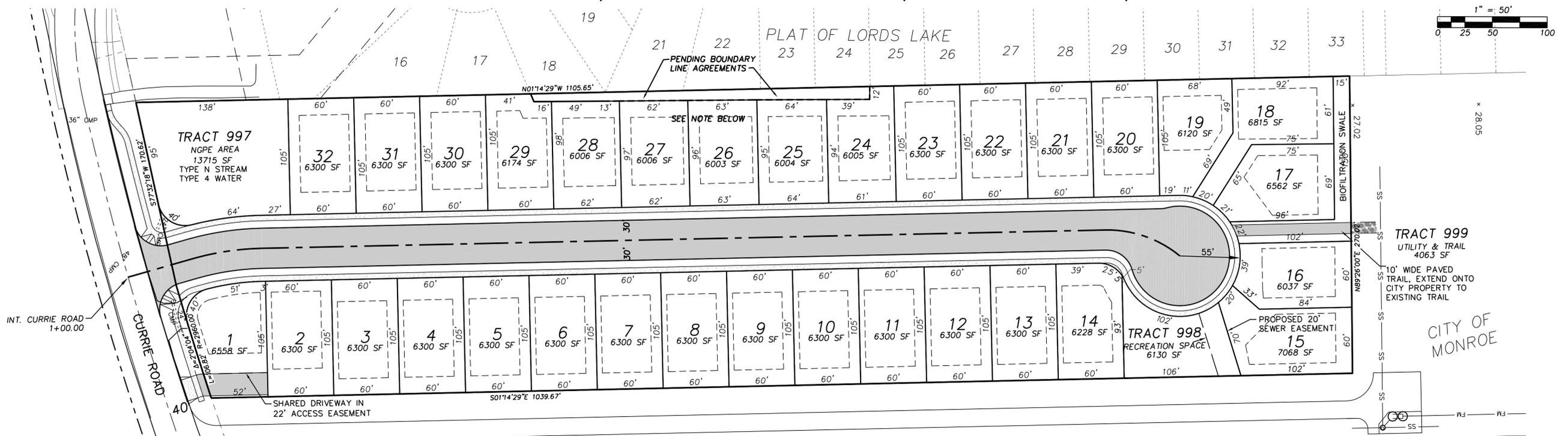
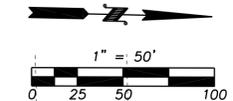
HARMSEN & ASSOCIATES INC
 ENGINEERS SURVEYORS
 125 EAST MAIN STREET, SUITE 104
 P.O. BOX 516
 MONROE, WA 98272
 (360) 794-7811
 (206) 343-5903
 FAX: (360) 805-9732



PLAT OF IRON EAGLE
 16691 CURRIE ROAD
 MONROE, WA
 COVER SHEET

DRAWING:
P1

SECTION 2, TOWNSHIP 27 NORTH, RANGE 6 EAST, WM



PRELIMINARY PLAT MAP

THE FOLLOWING TEXT IS PRELIMINARY IN NATURE AND WILL CHANGE AT FINAL PLAT REVIEW

DECLARATION OF SHORT SUBDIVISION COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: THAT JAMES R. HAGER AND FRANCES M. HAGER, HUSBAND AND WIFE, DO HEREBY DECLARE THIS PLAT OF IRON EAGLE AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS AND WAYS AND OTHER PUBLIC PROPERTY SHOWN HEREON AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS AND THE RIGHT TO CONTINUE TO DRAIN THE ROADS AND WAYS OVER AND ACROSS ANY LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE IN THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS HEREON.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY, OR TO HAMPER PROPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF SUCH LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER, BUT ONLY AFTER APPROVAL BY THE CITY ENGINEER.

- NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE OWNER(S) AND/OR THEIR SUCCESSOR(S) AND MUST BE REDUCED OR ELIMINATED AT THE REQUEST OF THE CITY IF DEEMED NECESSARY FOR PUBLIC ROAD PURPOSES.
- IN ACCORDANCE WITH THE CITY'S TRAFFIC IMPACT MITIGATION FEE PROGRAM, AS ESTABLISHED UNDER MMC 20.12, REQUIRED FEES FOR TRAFFIC MITIGATION SHALL BE PAID FOR ALL LOTS. PAYMENT OF TRAFFIC IMPACT FEES SHALL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR EACH LOT WITHIN THE SUBDIVISION. THE AMOUNT OF THE FEE SHALL BE BASED ON FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
- IN ACCORDANCE WITH THE CITY'S SCHOOL IMPACT MITIGATION FEE PROGRAM, AS ESTABLISHED UNDER MMC 20.07, REQUIRED FEES FOR SCHOOL MITIGATION SHALL BE PAID FOR ALL LOTS. PAYMENT OF SCHOOL IMPACT FEES SHALL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR EACH LOT WITHIN THE SUBDIVISION. THE AMOUNT OF THE FEE SHALL BE BASED ON FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
- IN ACCORDANCE WITH THE CITY OF MONROE ORDINANCE 005/2003, THE PROPONENT SHALL PAY AN IN-LIEU FEE FOR IMPACTS TO THE CITY'S PARK SYSTEM FOR ALL LOTS. THE FEE SHALL BE PAID PRIOR TO FINAL PLAT APPROVAL UNLESS THE APPLICANT ELECTS TO HAVE IMPACT FEES ALLOCATED TO THE LOTS AND COLLECTED WHEN THE BUILDING PERMITS ARE ISSUED.
- SUBJECT EASEMENT FOR DRAINAGE DITCH AND MAINTENANCE PER A.F. NO. 243934. EASEMENT IS WILL BE RELOCATED PRIOR TO FINAL PLAT SUBMITTAL.
- SUBJECT TO RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 15 AND OF LIGHT, VIEW AND AIR BY DEED RECORDED UNDER A.F. NO. 1292850
- SUBJECT TO EASEMENT WATER PIPE LINE PER A.F. NO. 1650979. EASEMENT NOW LIES IN DEEDED RIGHT OF WAY AND DOES NOT AFFECT SUBJECT PARCEL.
- SUBORDINATION OF EASEMENT RECORDED ON JUNE 10, 1969 UNDER AUDITOR'S FILE NO. 2097497
- SUBJECT TO FENCE ENCROACHMENT AS DISCLOSED BY SURVEY, A.F. NO. 9003095002. ENCROACHMENT WILL BE RESOLVED BY BOUNDARY LINE AGREEMENT PRIOR TO FINAL PLAT SUBMITTAL.
- SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON CITY OF MONROE APPLICATION FOR BOUNDARY LINE ADJUSTMENT BA 190002, A.F. NO. 9003130326;
- SUBJECT TO EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND COMMUNICATION FACILITIES PER A.F. NO. 9005110528. EASEMENT TO BE TERMINATED PRIOR TO FINAL PLAT SUBMITTAL.

ALL PRESENT AND FUTURE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS OF THE PARCELS IN THIS PLAT SHALL GIVE ACTUAL NOTICE OF THESE COVENANTS TO ANY PROSPECTIVE PURCHASER. THESE COVENANTS SHALL BE INCLUDED IN ALL CONTRACTS OR DEEDS RELATED TO THE SALE OF ANY OF THE LOTS OR PARCELS MENTIONED HEREIN.

DATED THIS _____ DAY OF _____ 2016.
IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

JAMES R. HAGER _____ FRANCES M. HAGER _____
P:\WORK\PROJECTS\2014\14-216 HAGER\CE\DWG\14-216 HAGER PRELIM.DWG 03/15/2016

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, GENERAL TELEPHONE COMPANY OF THE NORTHWEST INC, AT&T CABLE, THE CITY OF MONROE AND WASHINGTON ENERGY SERVICES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, SERVING THIS PLAT, OVER, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS AND TRACT 992, AS SHOWN ON THE FACE OF THE PLAT, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES, WIRES TOGETHER WITH NECESSARY FACILITIES AND EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND SAID TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

STORM DRAINAGE EASEMENTS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MONROE IN WHICH TO INSTALL, MAINTAIN, REPAIR, AND REPLACE STORM DRAINAGE PIPES, FACILITIES AND EQUIPMENT OVER, UNDER ACROSS, UPON AND WITHIN THE SOUTHEASTERLY 20 FEET OF LOT 37 AND THE EASTERLY 20 FEET OF TRACT 994 AS DELINEATED ON SHEET 3 OF 3 OF THIS PLAT. THE CITY SHALL HAVE THE RIGHT AT ALL TIMES TO ENTER UPON AND ACROSS SAID TRACTS AND LOTS FOR THE PURPOSES HEREIN MENTIONED.

PRIVATE STORM DRAINAGE EASEMENTS:

EASEMENTS FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ROOF AND INDIVIDUAL LOT STORM DRAINAGE LINES ARE HEREBY RESERVED FOR AND GRANTED TO ALL LOTS OVER THE EXTERIOR TEN (10) FEET OF ALL LOTS AND TRACT 992, ADJOINING THE PUBLIC STREET RIGHT OF WAYS, AS SHOWN ON THE FACE OF THE PLAT; TO LOT 31 OVER LOT 32; TO LOTS 34, 35 AND 36 OVER LOTS 35 AND 36; TO LOT 44 OVER LOT 43 AND TO LOTS 40, 41, 42, 44 AND TRACT 992 OVER LOTS 40, 41, 42, 44 AND TRACT 992, AS DELINEATED ON SHEET 3 OF 3 OF THIS PLAT. THESE "PRIVATE" EASEMENTS CONTAIN NETWORKS OF DRAINAGE LINES AND APPURTENANCES THAT PROVIDE DRAINAGE FOR THE LOTS. EACH LOT OWNER SHALL HAVE EQUAL RESPONSIBILITY TO MAINTAIN AND RENEW, IF NECESSARY, ANY LOT DRAINAGE LINE OR APPURTENANCE WITHIN HIS/HER LOT, AND SHALL COOPERATE WITH THE OWNERS OF ADJACENT OR OTHER LOTS IN THE EXAMINATION AND REPAIR OF ANY FAILURE OF SAID LINES AND APPURTENANCES. OWNERS OF LOTS THAT MAY BENEFIT FROM THE EXAMINATION AND REPAIR OF ANY BLOCKAGE OR FAILURE SHALL PAY AN EQUAL SHARE OF THE COSTS FOR THE REPAIR OR REPLACEMENT OF THE BLOCKED OR FAILED LINES AND APPURTENANCES. THE OWNERS OF SAID LOTS SHALL HAVE THE RIGHT AT ALL TIMES TO ENTER UPON AND ACROSS SAID TRACTS AND LOTS FOR THE PURPOSES HEREIN MENTIONED.

SANITARY SEWER EASEMENTS:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MONROE IN WHICH TO INSTALL, MAINTAIN, REPAIR, AND REPLACE SANITARY SEWER PIPES, FACILITIES AND EQUIPMENT OVER, UNDER ACROSS, UPON AND WITHIN THE SOUTHEASTERLY 20 FEET OF LOT 37 AND THE EASTERLY 20 FEET OF TRACT 994, AS DELINEATED ON SHEET 3 OF 3 OF THIS PLAT. THE CITY SHALL HAVE THE RIGHT AT ALL TIMES TO ENTER UPON AND ACROSS SAID LOT AND TRACT FOR THE PURPOSES HEREIN MENTIONED.

PRIVATE SANITARY SEWER EASEMENT:

AN EASEMENT FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF INDIVIDUAL LOT SANITARY SIDE SEWER LINE IS HEREBY RESERVED FOR AND GRANTED TO LOT 44 OVER LOT 43 AS DELINEATED ON SHEET 3 OF 3 OF THIS PLAT. THIS "PRIVATE" EASEMENT CONTAINS SANITARY SIDE SEWER LINES AND APPURTENANCES THAT PROVIDE SEWAGE DISPOSAL FOR THE LOT. EACH LOT OWNER SHALL HAVE EQUAL RESPONSIBILITY TO MAINTAIN AND RENEW, IF NECESSARY, ANY LOT SANITARY SIDE SEWER LINE OR APPURTENANCE WITHIN HIS/HER LOT, AND SHALL COOPERATE WITH THE OWNERS OF ADJACENT OR OTHER LOTS IN THE EXAMINATION AND REPAIR OF ANY FAILURE OF SAID LINES AND APPURTENANCES. OWNERS OF LOTS BENEFITING FROM THE EXAMINATION AND REPAIR OF ANY BLOCKAGE OR FAILURE SHALL PAY THE COSTS FOR THE REPAIR OR REPLACEMENT OF THE BLOCKED OR FAILED LINES AND APPURTENANCES. THE OWNERS OF SAID LOTS SHALL HAVE THE RIGHT AT ALL TIMES TO ENTER UPON AND ACROSS SAID TRACTS AND LOTS FOR THE PURPOSES HEREIN MENTIONED.

UTILITY EASEMENTS TO THE CITY OF MONROE

THE CITY OF MONROE IS HEREBY GRANTED EASEMENTS FOR UTILITY SERVICES OVER, UNDER AND UPON TRACTS 992 AND 994 OF THIS PLAT.

PUBLIC UTILITY AND TRAIL EASEMENT:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MONROE AND THE PUBLIC FOR UTILITY AND PEDESTRIAN TRAIL PURPOSES OVER AND ACROSS AND WITHIN THE SOUTHEASTERLY 20 FEET OF LOT 37 AND THE EASTERLY 20 FEET OF TRACT 994, AS DELINEATED ON SHEET 3 OF 3 OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I, SCIPIO M. WALTON, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF IRON EAGLE IS BASED UPON AN ACTUAL SURVEY, AND THAT THE COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT MONUMENTS SHALL BE SET AND THAT LOT CORNERS SHALL BE SET ON THE GROUND AS SHOWN ON THE PLAT.

SCIPIO M. WALTON, PLS DATE _____
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 33125

APPROVALS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.
CITY OF MONROE ENGINEER _____
EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.
CITY OF MONROE ADMINISTRATOR,
COMMUNITY DEVELOPMENT DIRECTOR
EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.
MAYOR _____ ATTEST: _____
CITY CLERK

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING _____ TAXES. 20 _____ TAXES PAID IN FULL ON TAX PARCEL 005174-042-01700

KIRKE SIEVERS BY: _____
TREASURER, SNOHOMISH COUNTY DEPUTY TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____
AT _____ M. IN BOOK _____ OF PLATS AT PAGE _____
AT THE REQUEST OF HARMSEN & ASSOCIATES, INC.

CAROLYN WEIKEL BY: _____
COUNTY AUDITOR DEPUTY COUNTY AUDITOR

THE PLATTOR IS ENGAGED IN PENDING BOUNDARY LINE AGREEMENTS WITH CERTAIN LOT OWNERS IN THE ADJACENT PLAT OF LORDS LAKE TO CONFORM THEIR BOUNDARIES TO A FENCE LINE BASED ON ADVERSE POSSESSION CLAIMS. THE PLAT BOUNDARY AND LEGAL DESCRIPTION WILL BE REFORMED PRIOR TO FINAL PLAT REVIEW.

SURVEY NOTES:

- SURVEY PROCEDURES & EQUIPMENT: FIELD TRAVERSE & 10' TOTAL STATION.
- THE FIELD TRAVERSES USED IN THIS SURVEY MEET OR EXCEED THOSE STANDARDS CONTAINED IN WAC 332-130-090.
- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- ALL CONTROLLING MONUMENTS SHOWN ARE OF RECORD, ARE LOCALLY ACCEPTED AS REPRESENTATIVE OF THEIR PURPORTED POSITIONS, AND WERE VISITED DURING THE COURSE OF THIS SURVEY UNLESS OTHERWISE NOTED.
- THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS.

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)SS
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JAMES R. HAGER AND FRANCES M. HAGER, HUSBAND AND WIFE, ARE THE PERSONS WHO APPEARED BEFORE ME, AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF _____, 2016.

(SIGNATURE) _____

(PRINTED NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT _____
MY APPOINTMENT EXPIRES _____

REVISIONS

DWN. BY: LDR
CHK. BY: SRM
DATE: 12/31/14
JOB #: 14-216
P/B #: N/A
SCALE: 1" = 50'

ENGINEERS SURVEYORS
HARMSEN & ASSOCIATES INC
(360) 794-7811
(206) 343-5903
FAX: (360) 805-9732
125 EAST MAIN STREET, SUITE 104
P.O. BOX 516
MONROE, WA 98272



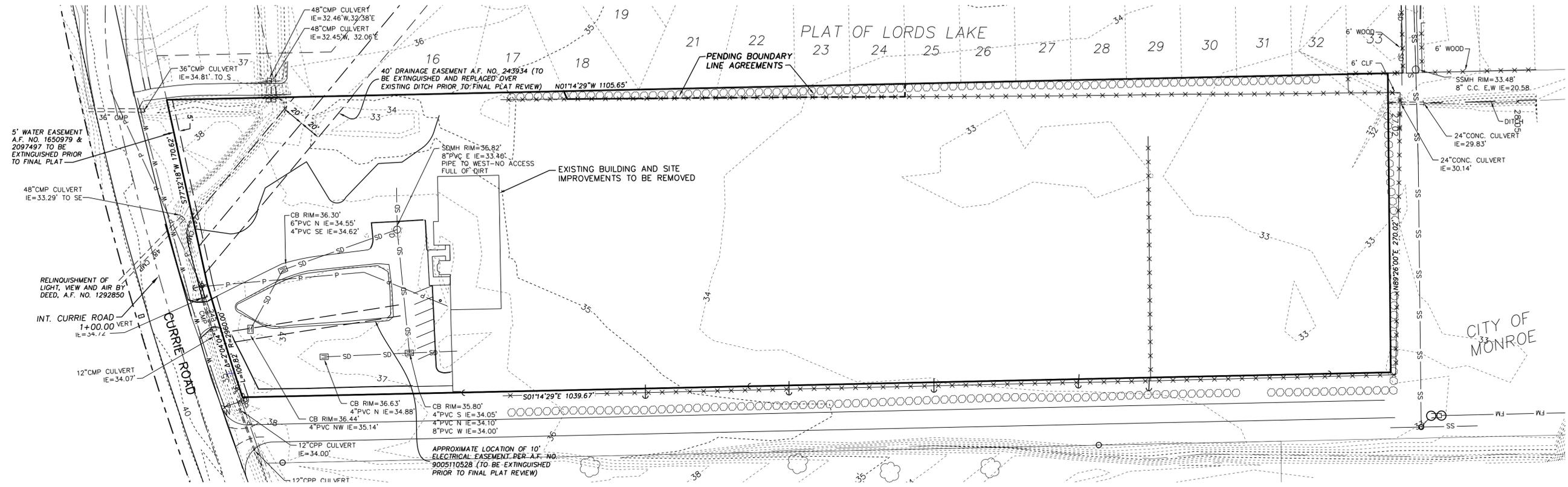
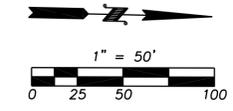
PLAT OF IRON EAGLE
16691 CURRIE ROAD
MONROE, WA
PRELIMINARY PLAT MAP

DRAWING:

P2

SHEET: 2 OF 7

SECTION 2, TOWNSHIP 27 NORTH, RANGE 6 EAST, WM



EXISTING CONDITIONS MAP

REVISIONS

DWN. BY: LDR
 CHK. BY: SRM
 DATE: 12/31/14
 JOB #: 14-216
 P/B #: N/A
 SCALE: 1" = 50'

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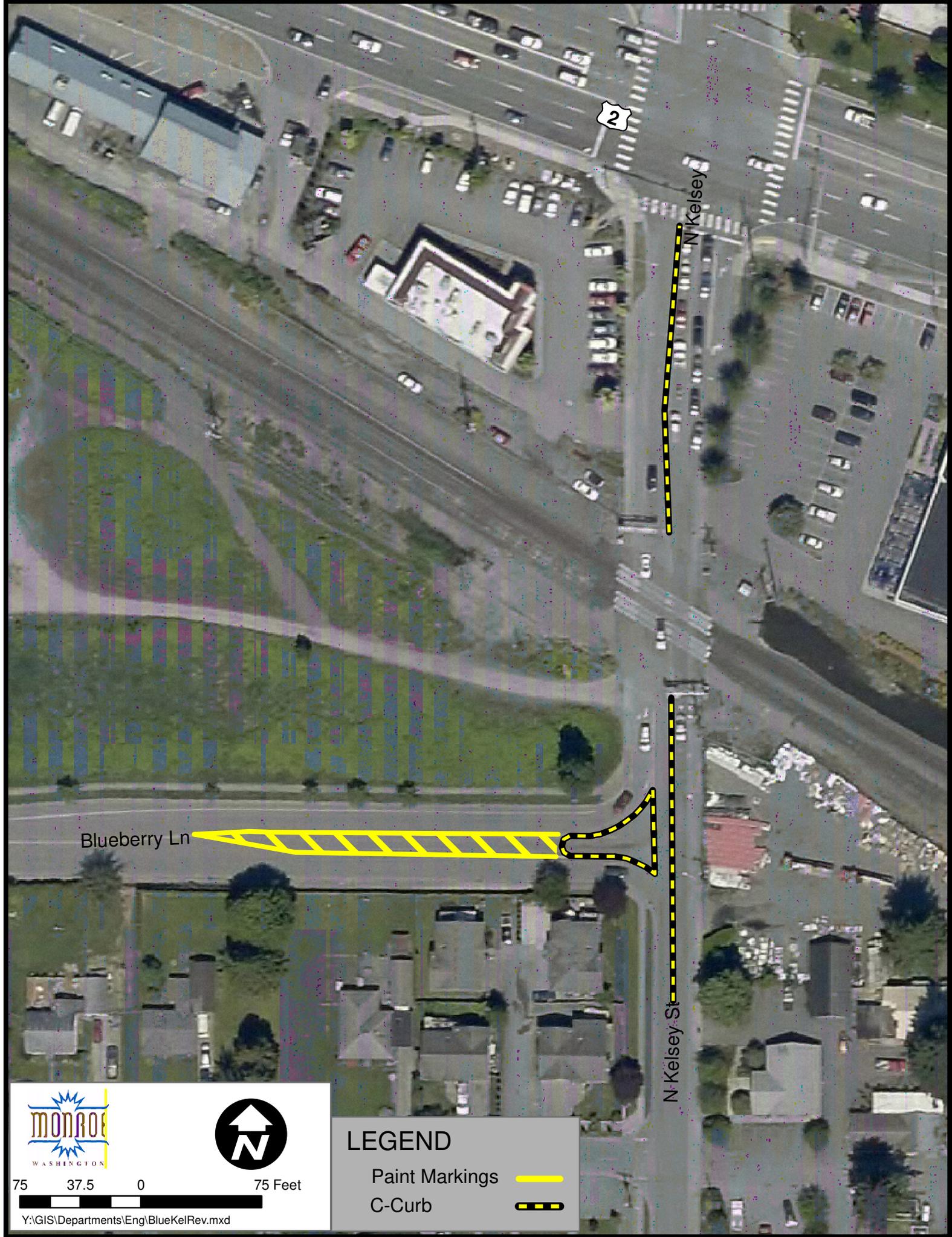


PLAT OF IRON EAGLE
 16691 CURRIE ROAD
 MONROE, WA
 EXISTING CONDITIONS MAP

DRAWING:

P3

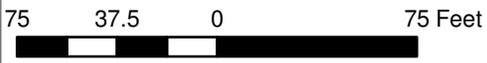
SHEET: 3 OF 7



Blueberry Ln

N Kelsey

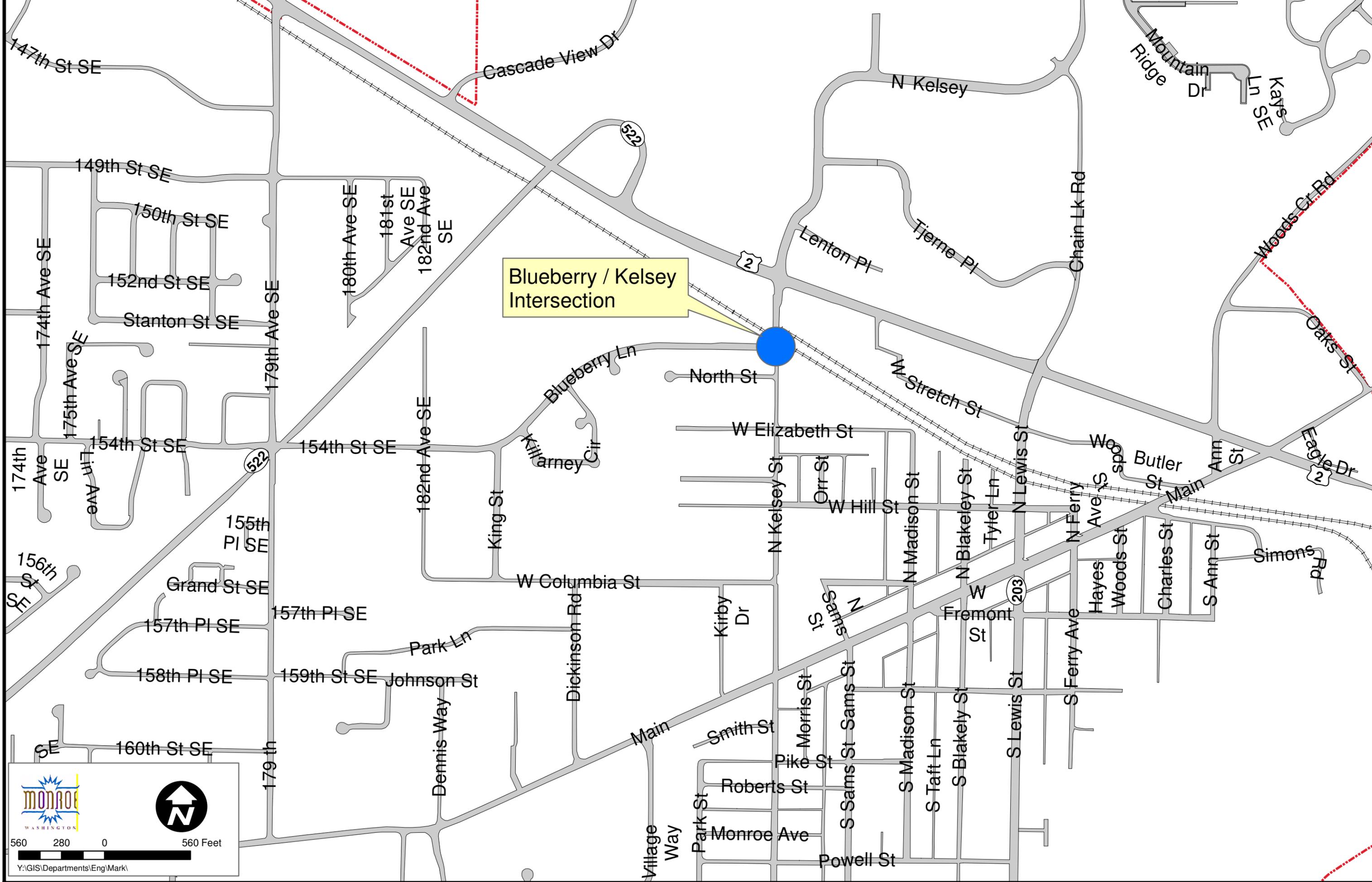
N Kelsey St



Y:\GIS\Departments\Eng\BlueKelRev.mxd

LEGEND

- Paint Markings 
- C-Curb 



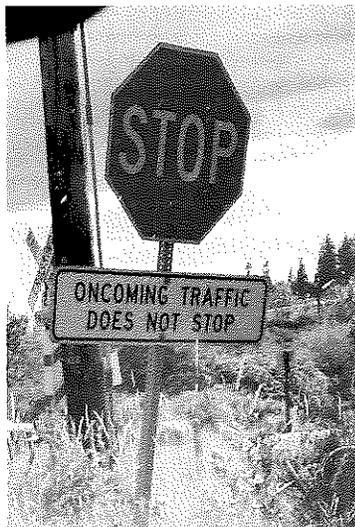
Proposed Solution to Blueberry Ln. & Kelsey St. Intersection

07/19/2016
Comments from
Citizens #1
S. Jensen



Blueberry Lane

Existing STOP, with
additional warning
added.



Kelsey St. (northbound)

New STOP, with
warning.

Kelsey St. (southbound)

No change. Traffic flows unabated across
train tracks and through intersection.

To: City Council
From: Doug Jacobson
Date: June 9, 1986

Attached please find three proposed City Policies for your review:

1. Utility Shutoff Procedures
2. Utility Bill Adjustment Procedures
3. City Purchasing Committee

These policies will take effect June 12 unless the Council amends or requests future discussion of them at your June 11 meeting. The two Utility Procedure Policies are only statements of long standing existing procedures and don't constitute any change in existing City procedures.

CITY OF MONROE

POLICY SUBJECT: UTILITIES BILL ADJUSTMENT

REFERENCE NO: 86-013

APPROVED: DEPARTMENT HEAD Betty Nabors
Finance Director

Jack B.

ADMINISTRATIVE ASSISTANT Dawson

MAYOR Gordon Fierne

EFFECTIVE: June 12, 1986

It is the policy of the City of Monroe to provide an adjustment to the current utility bill of any customer whose bill is increased due to a water leak.

If an increase in the bill is determined by the property owner to be the result of a leak and if the property owner has the leak repaired, the increase in water charges will be decreased by 50%. If the customer is also a sewer customer the increase in the sewer will be removed from the sewer charge.

Example: Mr. Brown's bill is normally \$32.00 for two months. This includes \$20.00 for sewer and \$12.00 for water. December 1, 1984, the bill of \$137.00 Mr. Brown complains. The City crew checks and finds the meter reading correct and the meter functioning properly. The City tells Mr. Brown how to check for a leak. Mr. Brown indeed finds there is a leak and fixes it. Total increase is \$105.00, \$60.00 of which is sewer and \$45.00 water. The adjustment would be 100% of the increase in sewer or \$60.00 for sewer and 50% of the increase in water of \$22.50 for the water giving a total adjustment of \$82.50.

"Normal" bill for a customer is established in one of two ways. Provided a history of one year is available the prevailing rate for the same quarter one year previous to the current bill is used, all other factors being equal.

If all other factors are not equal or there is not a one year history the adjustment will be made based on the two subsequent billing readings or at such time as a "normal" rate can be established.

Balance of bill not affected by credit is to be paid on a current basis by property owner until such time as a "normal" rate can be established.

CITY OF MONROE

FINANCE POLICIES

POLICY SUBJECT: Utility Bill Adjustment

REFERENCE NUMBER: #86-013
2008-

EFFECTIVE DATE: June 12, 1986
Revised November 3, 2008

APPROVED:

_____ Mayor _____ City Administrator

SUBMITTED TO COUNCIL:

_____ N/A _____ Yes Resolution # _____ Date _____

RECEIVED:

_____ Police _____ Human Resources
_____ Clerk _____ Engineering
_____ Finance _____ Public Works
_____ Community Dev. _____ City Attorney
_____ Risk Management _____ Parks

It is the policy of the City of Monroe to provide an adjustment to the current utility bill of any customer whose bill is increased due to a water leak.

If an increase in the bill is determined by the property owner to be the result of a leak and if the property owner has the leak repaired by a plumber, the increase in water charges will be decreased by 50% less the average water bill for one billing cycle. If the customer also has sewer service, an adjustment of 100% will be made less the average sewer bill for the leak for one billing cycle.

Example:

Customer water bill average 1,000 cf
Water leak 4,000 cf
Adjustment 4,000 less 1,000 cf water = 3,000 @ 50% = 1,500 cf adjustment.
Requirement: Plumber repair bill, copies of receipt, utility department confirms leak has been repaired after plumber has repaired the leak.
*If customer repairs the leak, Public Works needs to verify leak before repair and after repair for adjustment.

Customer Sewer utility bill average: 1,000 cf
Water Leak 4,000 cf
Adjustment 4,000 less 1,000 cf water = 3,000 cf @ 100% = 3,000 cf adjustment
Requirement: Same as above

"Normal" Bill for a customer is established in one of two ways. Providing a history of one year is available for the same quarter the prior year or if there is not a one year history the adjustment will

be made based on the two subsequent billing readings or at such time as a "normal" rate can be established, if no minimum can be established an adjustment will be made based upon a minimum of 400 cf of water and 1,000 cf for sewer will be used ~~to calculate~~ an adjustment.

for peak

Balance of bill not affected by credit is to be paid on a current basis by the property owner until such time as a "normal" rate can be established.

From Municipal Research Services Center (www.mrsc.org):

Water Leak Adjustments

For water utilities, a common issue is leakage (see Water Leak Detection). Maintenance and repair of water lines on private property is the responsibility of the private landowner, as is any water lost due to leaks or breakage. However many utilities will adjust a high bill due to leakage if the customer had no knowledge of the leak and agrees to fix it promptly. In the interest of the local government, it may be prudent to set specific limitations on these adjustments, such as a maximum adjustment amount or a limit on the number of months back that an adjustment can be made. Some municipalities also limit the number of times that an adjustment can be made due to leaky pipes. West Richland offers a good example of various limitations.

West Richland Municipal Code 13.90.235 (C.):

C. In the case of a leak in the water service pipe, the owner may be entitled to an adjustment of only their current water utility bill provided each of the following conditions is met:

1. Within seven days of the leak discovery by the owner or within seven days of the city notifying the owner of a probable leak, whichever occurs sooner, the owner shall have completed the repair of said leak. The owner shall submit to the city an invoice or other evidence to show that the leak was repaired within the aforementioned time frame. An adjustment in the water utility billing shall not be permitted if such excess water consumption is due to a customer's neglect or failure to timely repair the leak.
2. Said leak in the water service pipe was not caused by and/or the fault of the owner.
3. An adjustment for a water service leak shall only be allowed for the buried water service pipe from the water service setter to the premises. No adjustment shall be made for leaking plumbing fixtures, leaks or breaks associated with an irrigation system, or any other typically visible leaks.
4. Said property has not had a previous water bill adjustment due to a water service leak in the previous five years.
5. Customer's utility account is current with no past due amounts owed to the city.

6. Utility service to property is classified as a single-family residence. Commercial, multifamily, and industrial classified utility service customers are not eligible for a water service leak adjustment to their utility bill.

7. Single-family residential customers will be eligible for a water service leak adjustment if the total dollar amount of the adjustment is greater than \$25.00, but shall not exceed \$250.00. Adjustments below \$25.00 will not be processed by the city. Adjustments for water service leaks are limited to no more than \$250.00.

D. If all the conditions of subsection C of this section are met, then the water consumption portion of the utility bill in the month the leak is detected shall be adjusted to an amount that is one-half of the difference between the previous year's three-month average consumption and the existing disputed bill's consumption. The three-month average shall be calculated by taking the average of the previous year's consumption for the month the leak was detected, the month before, and the month after. For customers who have been owners for less than one year, the adjustment will be by one of the following methods:

1. The water consumption portion of the utility bill in the month the leak is detected shall be adjusted to an amount that is one-half of the difference between the previous three-month average consumption immediately preceding the disputed bill and the existing disputed bill's consumption.

2. Or in the absence of three complete prior billing cycles, water consumption after the leak repair is complete can be used to estimate consumption during the leak period.

E. The city reserves the right to discontinue water service to any premises where the owner refuses to make necessary repairs to avoid the wasting of water. If after reasonable efforts to contact the owner about observable water being lost through leakage, the city at its option may terminate water service and shall leave a written notice as to its action and the reason therefor.



MONROE THIS WEEK

July 22, 2016 Edition No. 29

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

Public Works O&M Seasonal
Laborer
Senior Engineer – Development
Review
www.monroewa.gov/jobs

Events this Week

- 07/22 Music in the Park, Knut Bell and The Blue Collars, Lake Tye Park, 7-9PM
- 07/23 King of the Wing Sprint Cars – Rory Price Memorial Race, Evergreen Speedway, 6PM
- 07/24 Shakespeare In The Park “Henry IV”, Wagner Performing Arts Center, 5-6PM
- 07/26 City Council Meeting, City Hall, Council Chambers, 7PM
- 07/27 Farm To Table Farmer’s Market, Lake Tye Park, 3-8PM
- 07/29 Music in the Park, Dana Osborn Band, Lake Tye Park, 7-9PM

Northwest Wake Surf Open, Lake Tye Park, 8AM-6PM

From the Office of Mayor Thomas

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

Yours in Service,

Mayor Geoffrey Thomas

Be In The Know!

Congratulations to Monroe High School!

Congratulations to Monroe High School who was recognized with a silver medal by U.S. News & World Report! “*Monroe High School has been ranked 2nd in Snohomish County, 64th, in the state of Washington, and 2,604 in the nation, which places them in the top 13% of high schools in the nation*” (<https://www.facebook.com/MonroeWASchools/>). We are thankful for the Monroe Public School District for working so hard for the community and the kids who attend their schools. Thank you to all the administrators, teachers, principals, and staff who strive to better children's lives in education and beyond. **GO BEARCATS!**

Coffee with the Mayor

It was a pleasure meeting with residents, Councilmember Kirk Scarboro, and Chamber Executive Yvonne Marisol Gallardo-Van Ornam last weekend at The Dashing Dutchman Deli. We talked about events around town and the Blueberry/North Kelsey intersection among other topics. The next ‘Coffee with Mayor Thomas’ will be Saturday, July 30, 2016, at Main Street Café from 8-9:30 a.m. Thank you to everyone who met with me and to The Dashing Dutchman Deli for hosting the event!

Seahawks Gatorade Sports Camp

On Friday, July 15, 2016, approximately 150 young athletes took part in the Seahawks Gatorade Football camp at Sky River Park. This was an awesome opportunity to learn from professional players. Thank you to the Seattle Seahawks for holding this in Monroe!! We look forward to hosting again.

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

The following are year-to-date comparisons

Sales Tax Revenues

'15 to 6/30/15: \$1,913,161

'16 to 6/30/16: \$2,128,692

UP \$215,530 or 11.27%

Real Estate Excise Tax

'15 to 6/30/15: \$265,398

'16 to 6/30/16: \$439,327

UP \$173,929 or 65.54%

Lodging Tax Revenues

'15 to 6/30/15: \$23,482

'16 to 6/30/16: \$30,044

UP \$6,562 or 27.95%

Business License Fees

'15 to 6/30/15: \$26,265

'16 to 6/30/16: \$23,984

DOWN \$2,281 or -8.68%

Building Permit Revenues

'15 to 6/30/15: \$180,616

'16 to 6/30/16: \$366,658

UP \$186,042 or 103%

Planning Fee Revenues

'15 to 6/30/15: \$52,340

'16 to 6/30/16: \$49,390

DOWN \$2,950 or -5.64%

New House Permits

'15 to 6/30/15: 37

'16 to 6/30/16: 59

UP 22 units or 59.5%

**19 permits issued in May 2016 alone*

Multi-Family Permits (# units)

'15 to 6/30/15: 13

'16 to 6/30/16: 4

DOWN 9 units or -69.2%

Building Division Inspections

'15 to 6/30/15: 874

'16 to 6/30/16: 979

UP 102 or 12.0%

Music In The Park

Knut Bell and The Blue Collars is an American/Alt Country Band that performs originals and keeps the traditions of past Greats like Hank, Cash, Waylon, Haggard, Wille and Johnny Horton alive. They will be performing tonight Friday, July 22, 2016, at Lake Tye Park. This event is FREE! Thank you to the Monroe Chamber of Commerce and Monroe Parks and Recreation for organizing this great event. Thank you to all the sponsors for the series!

- Windermere
- Community Transit
- Ben Franklin
- Evergreen Speedway
- Mr. Dizzy
- Classic Country 1520 KXA
- Adam's Northwest Bistro and Brewery
- The Dashing Dutchman Deli
- Genesis Refrigeration, Heating and Cooling
- Bill Warburton Insurance Agency

For more information for Music in the Park, [click here!](#)

Movies Under the Moon

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

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

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

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