

MONROE CITY COUNCIL

Regular Business Meeting
August 23, 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 Cudaback

Announcements And Presentations

1. Presentation: Snohomish Health District

Documents:

[20160823 AP1 Monroe_Per Capita Funding Request.pdf](#)

Comments From Citizens

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

Consent Agenda

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

Documents:

[20160823 CA1 MCC Minutes 20160816.pdf](#)

New Business

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

Documents:

[AB16-111_EastMonroe_GMHBComplianceDateExtnRqt.pdf](#)

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

Documents:

[AB16-112_Discn_TransferPptytoFD.pdf](#)

Councilmember Reports

Staff/ Department Reports

1. Propulsion Cablepark Monroe - Status Update
2. Land Sales Update

Mayor/ Administrative Reports

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

Documents:

[20160823 MR1 Monroe This Week Edition 33.pdf](#)

2. Draft Agenda for September 13, 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.

Investing in a Healthier Monroe

City Council Presentation



August 23, 2016

Healthy Years of Life is Our Passion

In Monroe and Across Snohomish County



Healthy
People

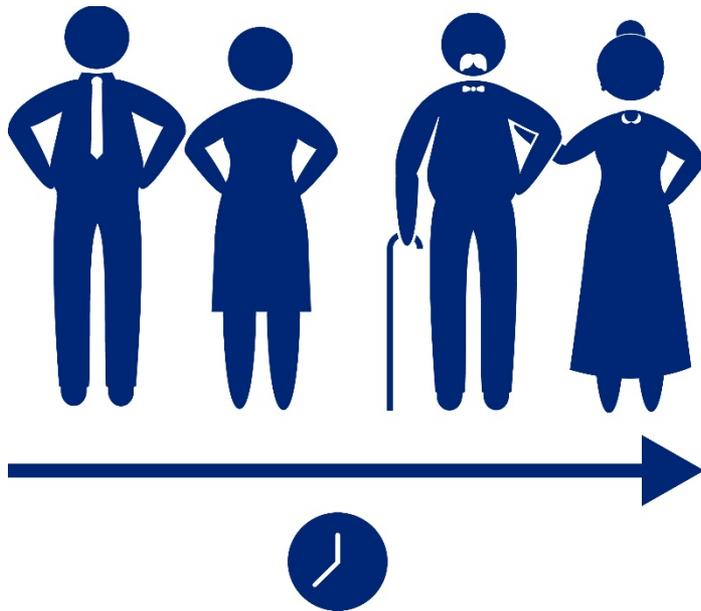


Healthy
Communities



Healthy
Environments

Life Expectancy in the 20th Century



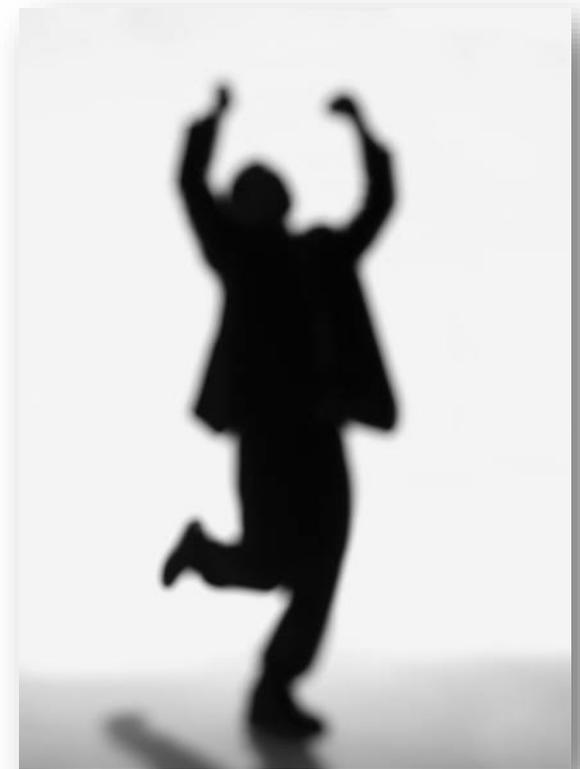
In the U.S. in **1906**

Women = **50.8** years

Men = **46.9** years

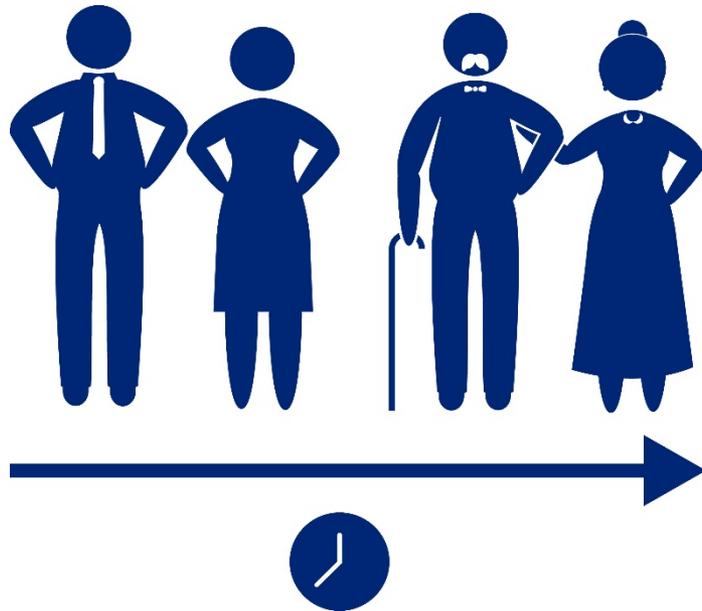
Top 10 Public Health Achievements (1900-1999)

- ✓ Vaccinations
- ✓ Safer workplace
- ✓ Safer and healthier food
- ✓ Motor vehicle safety
- ✓ Control of infectious diseases
- ✓ Decline in deaths from coronary heart disease and stroke
- ✓ Family planning
- ✓ Recognition of tobacco use as a health hazard
- ✓ Healthier mothers and babies
- ✓ Fluoridation of drinking water



Source: <http://www.cdc.gov/mmwr/preview/mmwrhtml/00056796.htm>

Life Expectancy in the 21st Century



In the U.S. in **2006**

Women = **80.2** years

Men = **75.1** years

21st Century Issues

- ✓ Emerging Diseases
- ✓ Childhood Obesity
- ✓ Marijuana and Vaping
- ✓ Healthy Housing
- ✓ Adverse Childhood Experiences and Toxic Stress
- ✓ Social Determinants of Health
- ✓ Opioid Epidemic

FOCUS: Opioid Epidemic

Today



Supporting Syringe
Exchange and
Access to Naloxone



Adopted a New
Secure Medicine
Return Ordinance



Building Healthy,
Resilient Families

FOCUS: Opioid Epidemic

Tomorrow

Treatment/Recovery

- Naloxone Kit Availability
- Increased Access to Treatment
- Group Support/Education

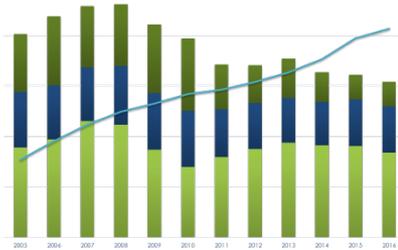
Prevention

- Healthy Starts
- Trauma-Informed Care
- Curriculum in Schools
- Social Marketing

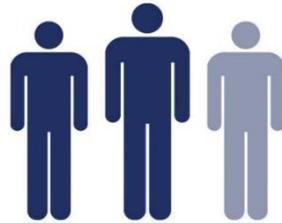
Response

- Notifiable Condition Follow-up
- Syringe Exchange
- Needle Clean-Up
- Data Evaluation

What We're Facing



The Snohomish Health District has had a **22% decrease in funding from 2005.**



Since the “peak” in 2008, the District **has eliminated 74 total FTE**—a reduction of 34%.

\$22

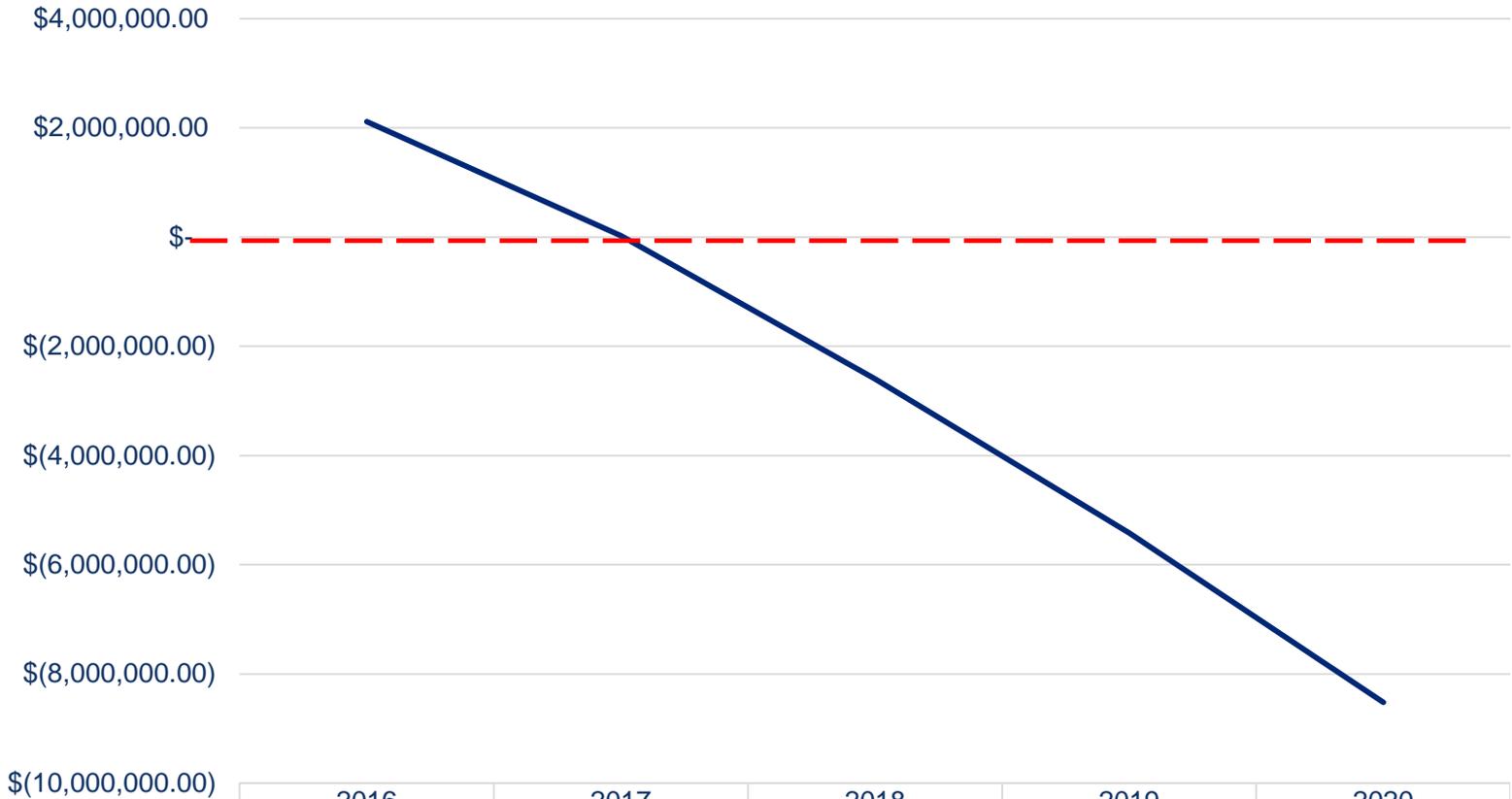
per resident

The **District ranks 34th out of 35** among local public health agencies in Washington for per capita funding.

How We Compare (\$ per resident)

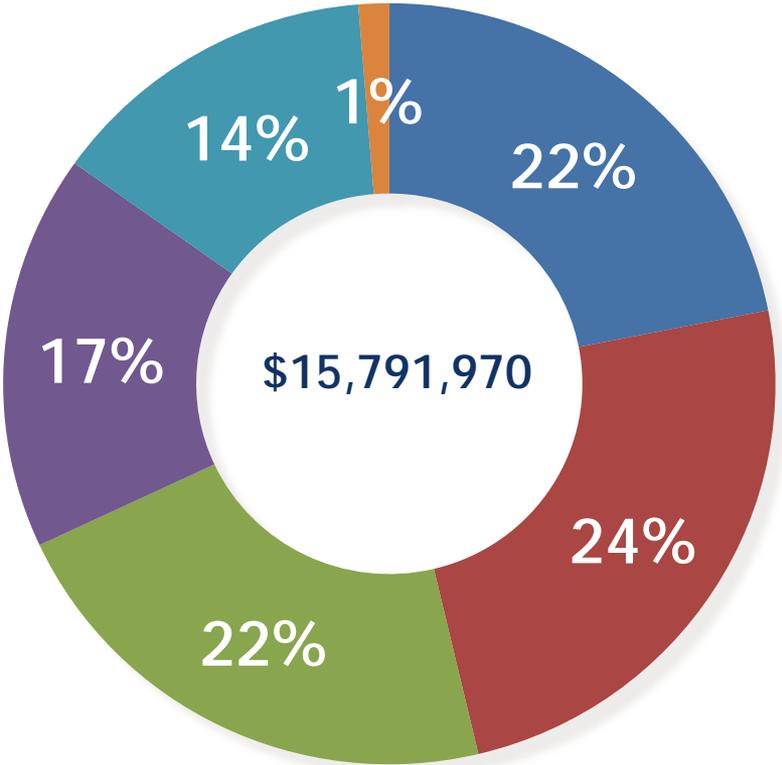
	1	San Juan	\$ 241	19	Mason	\$ 37
	2	Jefferson	\$ 136	20	Tacoma-Pierce	\$ 36
	3	Seattle-King	\$ 116	21	Kittitas	\$ 35
	4	Garfield	\$ 106	22	Northeast Tri	\$ 35
	5	Columbia	\$ 103	23	Grays Harbor	\$ 32
	6	Wahkiakum	\$ 100	24	Benton-Franklin	\$ 32
	7	Whatcom	\$ 84	25	Asotin	\$ 31
	8	Clallam	\$ 81	26	Cowlitz	\$ 30
	9	Klickitat	\$ 74	27	Thurston	\$ 30
	10	Lewis	\$ 67	28	Okanogan	\$ 30
	11	Lincoln	\$ 61	29	Walla Walla	\$ 29
	12	Pacific	\$ 46	30	Chelan-Douglas	\$ 26
	13	Spokane	\$ 42	31	Grant	\$ 26
	14	Island	\$ 41	32	Whitman	\$ 24
National Average = \$40/resident	15	Kitsap	\$ 39	33	Clark	\$ 23
	16	Skagit	\$ 39	34	Snohomish	\$ 22
	17	Skamania	\$ 39	35	Yakima	\$ 13
	18	Adams	\$ 38			

Projected Deficit Starting in 2018



	2016	2017	2018	2019	2020
Current Financial Forecasts	\$2,114,720.41	\$27,096.72	\$(2,598,586.35)	\$(5,416,600.73)	\$(8,519,959.20)

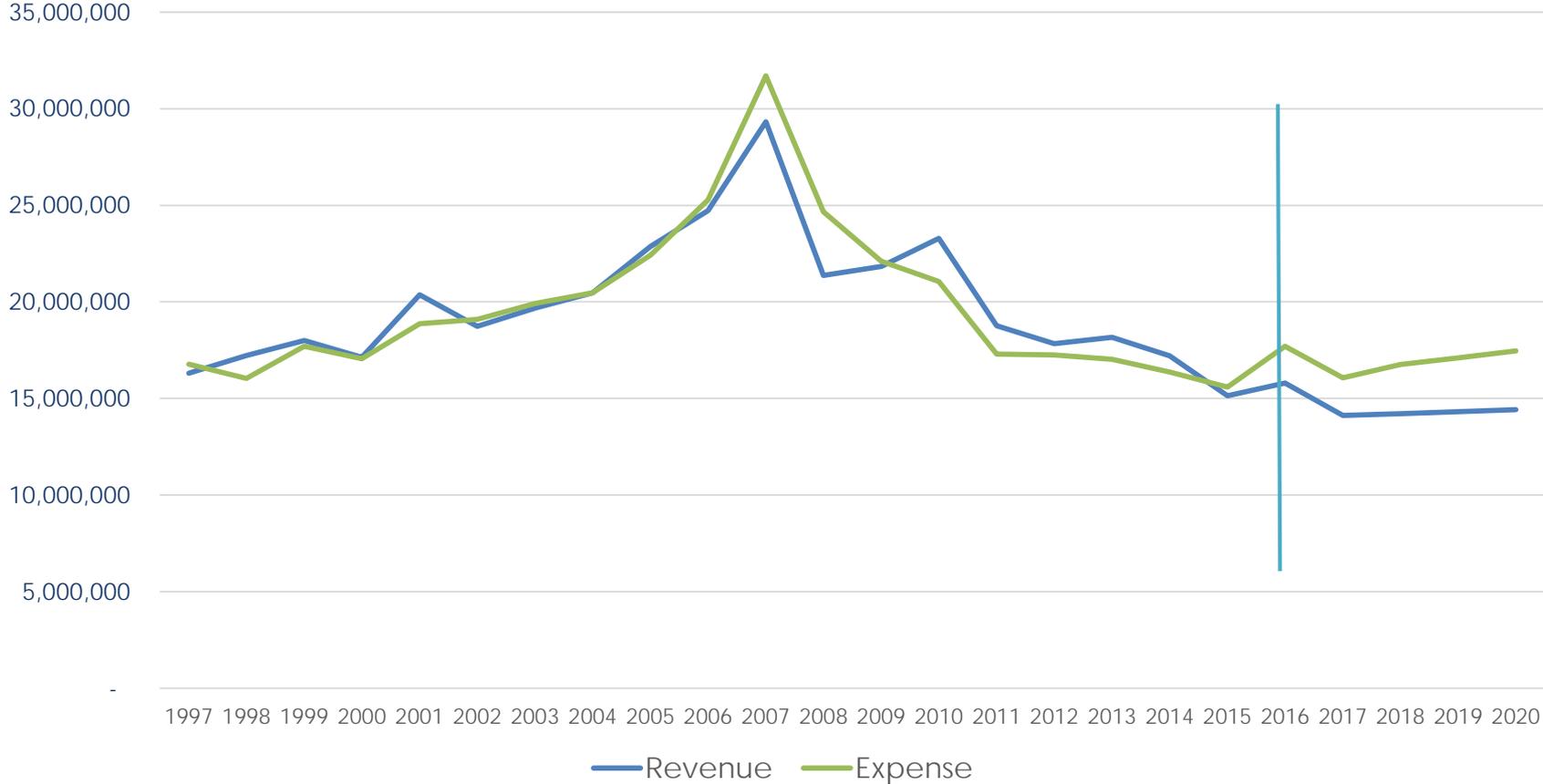
How Our Money Comes In



- License & Permits \$3,459,739
- State & Federal Grants \$3,851,103
- State Discretionary Funds \$3,433,291
- County \$2,653,200
- Charges for Services \$2,192,297
- Miscellaneous \$202,340

Revenues vs. Expenses Trends

SHD All Funds
Revenue/Expense History/Projections



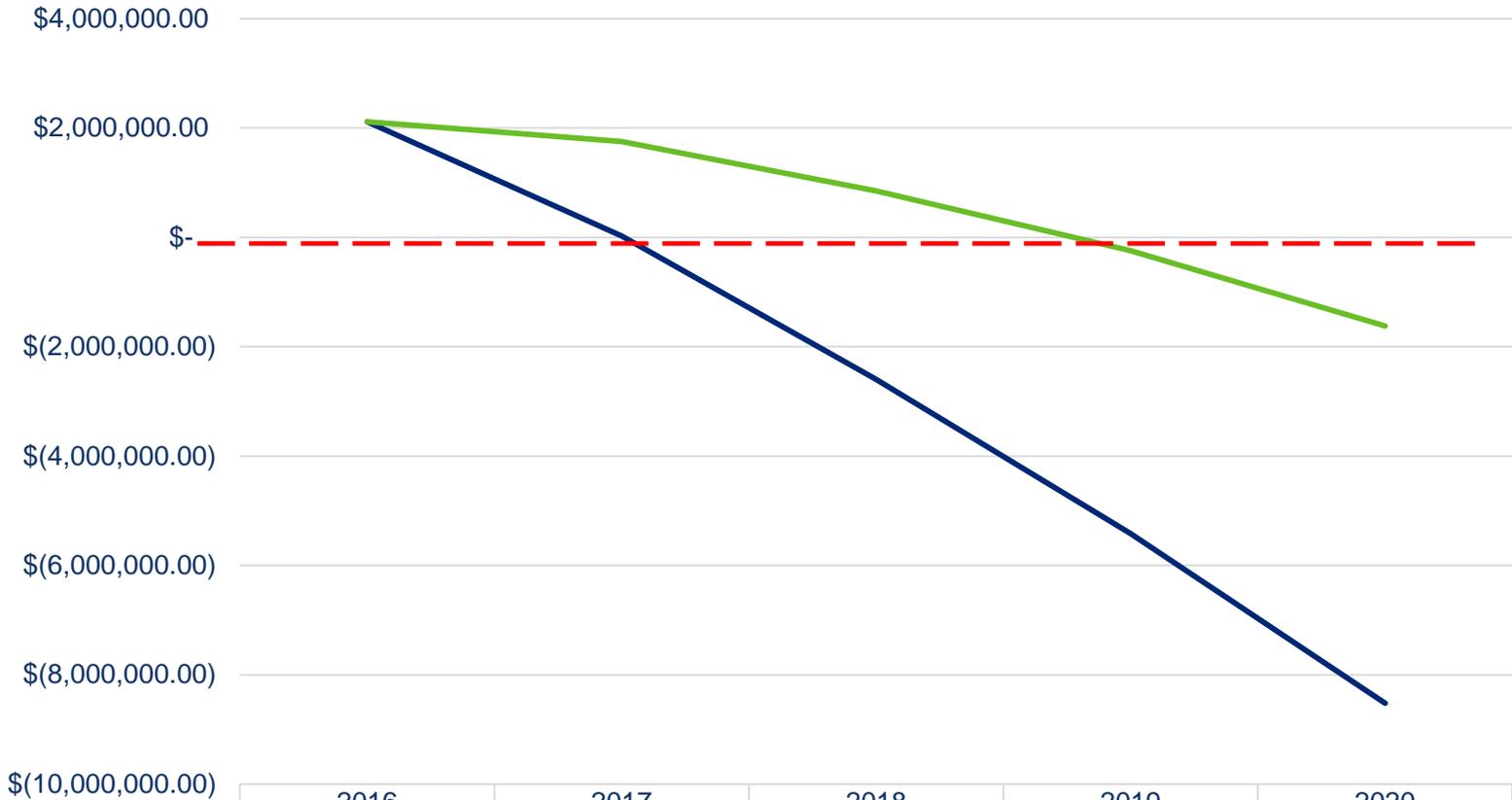
How We Can Help One Another



If Monroe contributed \$2.00 for every resident in 2017, we could help you with:

- ✓ Trainings on trauma-informed approaches for Monroe School District school staff & families
- ✓ More proactive in nuisance properties and homeless camps
- ✓ Increased partnership in local planning and policy efforts
- ✓ Data and assessment

Impact of Per Capita Investments



— Current Financial Forecasts

— Full Per Capita Investment

	2016	2017	2018	2019	2020
Current Financial Forecasts	\$2,114,720.41	\$27,096.72	\$(2,598,586.35)	\$(5,416,600.73)	\$(8,519,959.20)
Full Per Capita Investment	\$2,114,720.41	\$1,751,776.72	\$850,773.65	\$(242,560.73)	\$(1,621,239.20)

Funding is a Shared Responsibility

State



Tobacco & Marijuana Prevention
Promoting Vaccines
Safe Drinking Water
Early Intervention Programs for Infants
Emergency Preparedness

County



Communicable Disease Surveillance & Response
Birth/Death Certificates
Child Care Outreach
Countywide Policies
School Safety Inspections

City



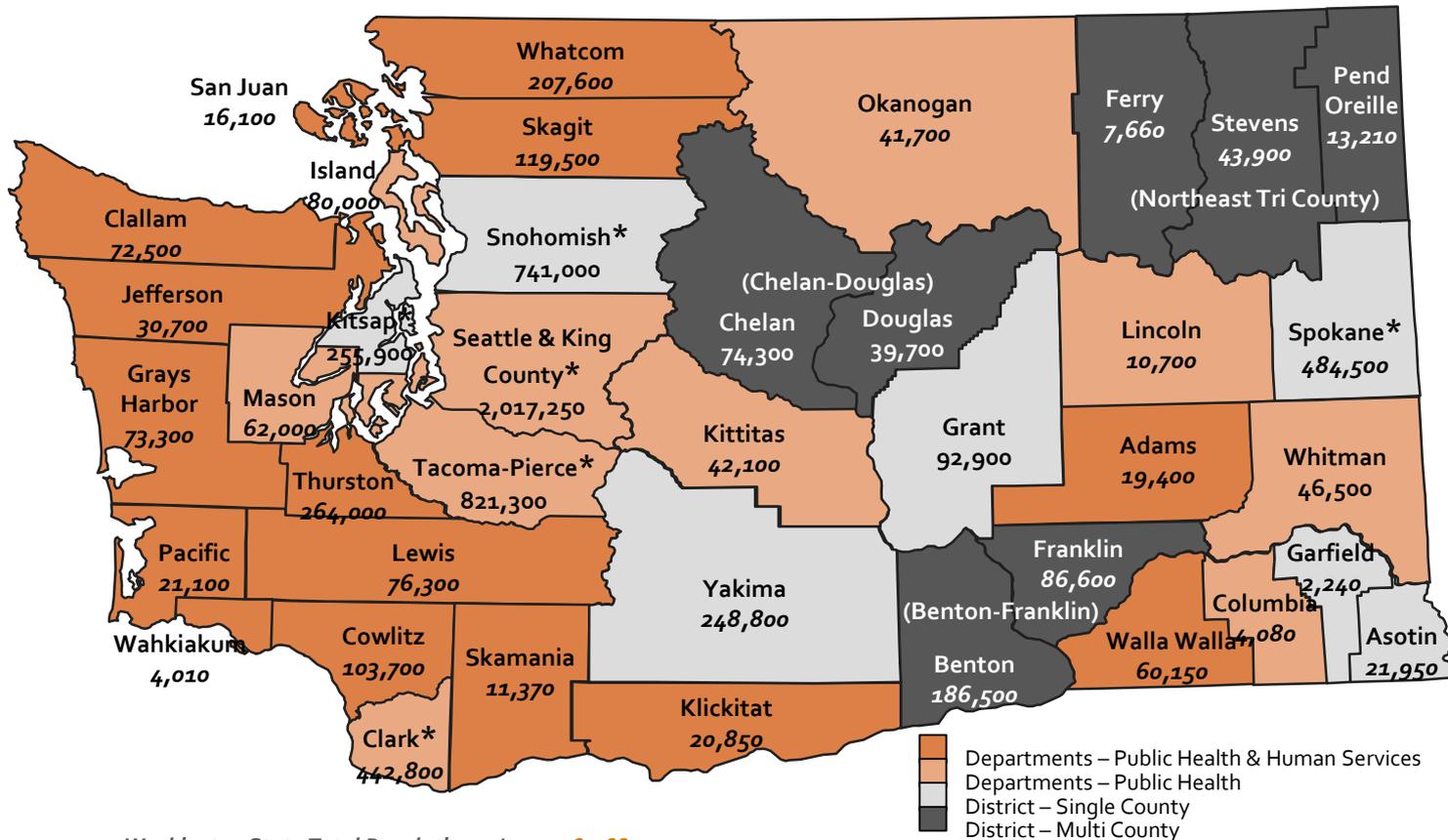
Partnering with Schools
Nuisance Properties
Local Policy Assistance
Community-level Data
Collaboration with Non-Profits and Service Organizations



**Healthy People.
Healthy Environment.**

Questions and **DISCUSSION**

Local Health Jurisdictions (LHJs)



Washington State Total Population, 4/2014 – 6,968,170
 Source: Office of Financial Management

* Agency is lead by full-time physician health officer

Source: Department of Health

CALL TO ORDER, ROLL CALL AND PLEDGE

The August 16, 2016, Regular Business Meeting of the Monroe City Council was called to order by Mayor Geoffrey Thomas at 7:01 p.m.; Council Chambers, City Hall.

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

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

The Pledge of Allegiance was led by Councilmember Scarboro.

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

ANNOUNCEMENTS AND PRESENTATIONS

1. Proclamation: Sky Valley Food Bank – Fortieth Anniversary

Mayor Thomas read the proclamation into the record recognizing the Fortieth Anniversary of the Sky Valley Food Bank and encouraging all residents and business owners to support the Sky Valley Food Bank and volunteer time and resources to help support our neighbors in need; and presented the proclamation to Mr. Neil Watkins, Executive Director, and to Food Bank Boardmembers in attendance. Mr. Watkins thanked the Mayor and Council, and spoke on Food Bank history and activities. Councilmembers thanked Mr. Watkins, the Board, and volunteers for their service.

Councilmember Kamp moved to add a special note of appreciation to the Sky Valley Food Bank as a minute entry; the motion was seconded by Councilmember Hanford. On vote,

Motion carried (6-0).

2. Presentation: Monroe Salary Commission

Ms. Ashley Sellers, 2016 Monroe Salary Commission Chairperson, provided an update from the Monroe Salary Commission, and noted the report filed with the City Clerk's Office on August 4, 2016, keeping elected official salaries at the current rates.

COMMENTS FROM CITIZENS

The following persons spoke regarding AB16-110, Resolution No. 013/2016, designating the Vaux's Swift as the official city bird, and outdoor Vaux's Swift sculpture: Ms. Cindy Easterson and Mr. Kevin Pettelle.

¹ CLERK'S NOTE: Councilmember Gamble arrived at approximately 7:07 p.m.

CONSENT AGENDA

1. Approval of the Minutes; August 9, 2016, Regular Business Meeting²
2. Approval of AP Checks and ACH Payments (*Check Nos. 87092 through 87165, and ACH/EFT Payments, in a total amount of \$2,441,907.93*)
3. AB16-109: Authorize Mayor to Sign Supplement #3 with Otak Consultants for Woods Creek Road Phase I

Councilmember Kamp moved to approve the Consent Agenda; the motion was seconded by Councilmember Davis. On vote,

Motion carried (6-0).

FINAL ACTION

1. AB16-110: Resolution No. 013/2016, Designating Vaux's Swift as the Official Bird

Mayor Thomas provided background information on AB16-110 and the proposed resolution designating the Vaux's Swift as the official bird of the City of Monroe, Washington.

Councilmember Rasmussen moved to approve Resolution No. 013/2016, designating the Vaux's Swift as the official bird of the City of Monroe; the motion was seconded by Councilmember Davis.

General discussion ensued regarding appreciation to the Pilchuck Audubon Society and the annual Swift Night Out event.

On vote,

Motion carried (6-0).

Mayor Thomas presented ceremonial resolutions to the following persons: Dr. Fredrika Smith, Superintendent, and Ms. Vikki Berard, Frank Wagner Elementary Principal, (Monroe School District); Ms. Cindy Easterson (Pilchuck Audubon Society); and Mr. Kevin Pettelle (Artist).

COUNCILMEMBER REPORTS

1. City Council Transportation/Planning, Public Works, Parks & Recreation, and Public Safety Committee (Councilmember Davis)

Councilmember Davis reported on the items discussed at the August 16, 2016, City Council Transportation/Planning, Public Works, Parks & Recreation, and Public Safety Committee Meeting, including: garbage contract/franchise options and traffic revisions at Blueberry Lane and Kelsey Street. Both items will be coming back to the full Council at future Meetings for discussion/consideration.

² CLERK'S NOTE: At the time of the meeting, City Clerk Smoot noted a typographical error which was corrected for the final version of the minutes presented for approval; noting Councilmember Hanford's attendance and Councilmember Gamble's absence from the August 9, 2016, Meeting.

2. Individual Reports

Councilmember Gamble commented on the National Night Out Against Crime event.

Councilmember Kamp commented on the Skate Park Grand Opening event; political signage; and request for television screens for projection in the Council Chambers.

Councilmember Davis commented on the Skate Park Grand Opening.

Councilmember Rasmussen commented on the Snohomish Health District Per Capita Funding request and the Skate Park Grand Opening.

Councilmember Hanford commented on the Skate Park Grand Opening.

Councilmember Scarboro commented on the Skate Park Grand Opening.

STAFF/DEPARTMENT REPORTS

1. Individual Department Reports

Ms. Pam Baker, Executive Assistant, reported on upcoming events, including: the Fair Days Breakfast, Parade and Appreciation Dinner, and September Snohomish County Cities Dinner; and the purchasing of banners for elected officials. General discussion ensued regarding RSVPs, noticing, and the purchasing of banners.

Mr. Dave Osaki, Community Development Director, reported on the Downtown Strategic Plan Survey currently online.

Mr. Ben Warthan, Human Resources Director/IT Manager, reported on upgrades to Council Chambers laptops.

2. Finance – July 2016 Revenues/Expenditures Report

No verbal report was provided.

3. Parks & Recreation – August 2016 Report

Mr. Mike Farrell, Parks and Recreation Director, noted the department report/update included in the agenda packet materials; and reported on Downtown/North Kelsey banner designs. Discussion ensued regarding the addition of a banner for sporting competitions.

MAYOR/ADMINISTRATIVE REPORTS

Mr. Gene Brazel, City Administrator, reported on attendance at the MAG meeting and items discussed thereto, including budget processes of local entities.

1. Monroe This Week (*August 12, 2016, Edition No. 32*)

Mayor Thomas noted the inclusion of Monroe This Week, Edition No. 32, in the agenda packet, and reported on the following items: Skate Park Grand Opening, Coffee with the Mayor, Veteran's Memorial, meeting with the Chair and Vice-Chair of the Parks Board, Movies Under the Moon, Skykomish-Snohomish River Recreation Planning & Management Open House, 2017 Legislative Priorities, and West Main Street roundabout landscaping.

General discussion ensued regarding half marathon and 10K at Lake Tye the forthcoming weekend and Council inquiries regarding markings on 165th and the sidewalks north of the Fryelands.

2. Draft Agenda for August 23, 2016, Regular Business Meeting

Mr. Brazel reviewed the draft agenda for the August 23, 2016, Monroe City Council Regular Business Meeting, the extended agenda, and additions/edits thereto.

3. Cancellation of September 6, 2016, Regular Business Meeting

Councilmember Hanford moved to cancel the Monroe City Council Regular Business meeting of Tuesday, September 6, 2016; the motion was seconded by Councilmember Scarboro. On vote,

Motion carried (6-0).

EXECUTIVE SESSION

1. Agency Litigation [RCW 42.30.110(1)(i)] – 15 minutes
2. Pricing of Property [RCW 42.30.110(1)(c)] – 5 minutes³

Mayor Thomas stated the Council would recess into executive session for approximately 20 minutes total to discuss an item of Agency Litigation [RCW 42.30.110(1)(i)] and an item addressing the Pricing of Property [RCW 42.30.110(1)(c)]; and read the appropriate citations into the record.

The meeting recessed into executive session at 8:14 p.m., was extended for an additional 25 minutes, and reconvened at 8:59 p.m.

ADJOURNMENT

There being no further business, the motion was made by Councilmember Rasmussen and seconded by Councilmember Davis to adjourn the meeting. On vote,
Motion carried (6-0).

³ CLERK'S NOTE: Executive Session added at the time of the meeting.

MEETING ADJOURNED: 9:02 p.m.

Geoffrey Thomas, Mayor

Elizabeth M. Smoot, MMC, City Clerk

Minutes approved at the Regular Business Meeting of August 23, 2016.



MONROE CITY COUNCIL

Agenda Bill No. 16-111

SUBJECT:	<i>East Monroe – GMHB Compliance Date Extension Request</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
08/23/2016	Community Development	Dave Osaki	David Osaki	New Business #1

Discussion: 08/23/2016

Attachments: 1. Ordinance No. 003/2016

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

DESCRIPTION/BACKGROUND

On April 1, 2016, the Growth Management Hearings Board (GMHB) issued an Order Finding Continuing Non-Compliance for the East Monroe Comprehensive Plan Map amendment and Zoning Map amendment (GMHB Case No. 14-3-0006c). The GMHB Order Finding Continuing Non-Compliance set a compliance deadline of September 28, 2016.

In issuing its Order, the GMHB entered an order of invalidity with regards to the East Monroe Comprehensive Plan amendment and Zoning Map amendment ordinances (City of Monroe Ordinance No. 015/2015 and Ordinance No. 016/2016).

Since the time of the April 1, 2016, GMHB Order Finding Continuing Non-Compliance, several related events have taken place including:

1. A legal challenge by the Heritage Baptist Church of the GMHB decision; and
2. The City of Monroe’s passage of Interim Zoning for the East Monroe parcels [Ordinance No. 003/2016 (*see attachment 1*)].

A summary of these events follows:

1. Heritage Baptist Church v. Central Puget Sound Growth Management Board

Subsequent to the GMHB’s April 1, 2016, final decision and Order, the applicant for the East Monroe Comprehensive Plan Amendment, Heritage Baptist Church, filed a lawsuit in Superior Court challenging the GMHB’s final decision and Order.

Further, the Heritage Baptist Church requested certification by the Superior Court for direct review by the Court of Appeals. That certification was granted.

On August 8, 2016, the Washington State Court of Appeals Division I granted Heritage Baptist Church’s motion for direct review. This means the case will now bypass Superior Court and proceed directly to the adjudication by the Court of Appeals.

2. City of Monroe Ordinance No. 003/2016

On May 3, 2016, the Monroe City Council passed Ordinance No. 003/2016, which adopted interim zoning pursuant to RCW 36.70A.390, RCW 36.70A.302, and RCW 35A.63.220.

Ordinance No. 003/2016 adopted and reaffirmed the continued zoning designation of the East Monroe area (consisting of Snohomish County tax assessor parcel numbers 270706-001-025-00, 270705-002-061-00, 270705-002-062-00, 270705-002-063-00, and 270705-002-064-00) as Limited Open Space (LOS) during the compliance remand period in CPSGMHB Case No. 14-3-0006c; adopted supportive findings; provided for severability; declared an emergency; and provided for an immediate effective date.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

The April 1, 2016, GMHB Order Finding Continuing Non-Compliance set a compliance due date of September 28, 2016. Action by the City is necessary before that time.

**CITY OF MONROE
ORDINANCE NO. 003/2016**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, ADOPTING AN INTERIM ZONING ORDINANCE PURSUANT TO RCW 36.70A.390, RCW 36.70A.302 AND RCW 35A.63.220; ADOPTING AND REAFFIRMING THE CONTINUED ZONING DESIGNATION OF THE EAST MONROE AREA AS LIMITED OPEN SPACE (LOS) DURING THE COMPLIANCE REMAND PERIOD IN CPSGMHB CASE NO. 14-3-0006c; ADOPTING SUPPORTIVE FINDINGS; PROVIDING FOR SEVERABILITY; DECLARATING AN EMERGENCY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, Ordinance Nos. 015/2015 and 016/2016, reclassifying and rezoning the East Monroe property as General Commercial, respectively, were invalidated by the Central Puget Sound Growth Management Hearings Board in an Order Finding Continuing Noncompliance on or about April 1, 2016; and

WHEREAS, the City Council desires to formally designate and reaffirm that the East Monroe Area is, and will remain, in its original Limited Open Space (LOS) designation during the remand period in CPSGMHB Case No. 14-3-0006c while the City determines an appropriate permanent compliance method; and

WHEREAS, it is necessary to immediately adopt this ordinance as an interim measure to prevent any uncertainty regarding the zoning designation of the East Monroe property and prevent any future disputes regarding the accrual of vested rights during the pendency of the remand period; and

WHEREAS, nothing herein shall be construed as limiting or otherwise abridging the City Council's discretion in selecting a method by which to achieve compliance with the CPSGMHB Case No. 14-3-0006c, regarding which the City Council has not yet acted;

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

Section 1. Reaffirmation of LOS Zoning Designation. The Monroe City Council hereby designates and reaffirms the continued zoning reclassification of certain property located north of US-2 near the eastern City limits, commonly known as the East Monroe Area, and consisting of tax parcel numbers 270706-001-025-00, 270705-002-061-00, 270705-002-062-00, 270705-002-063-00, and 270705-002-064-00, as Limited Open Space (LOS), as shown on the attached Exhibit A and incorporated by this reference as if set forth in full. The City Council hereby authorizes and directs that the official Zoning Map of the City reflect this interim action.

Section 2. Public Hearing. The City Clerk is hereby directed to schedule a public hearing on this ordinance within sixty (60) days of its adoption. At the conclusion of said hearing, the City Council shall adopt legislative findings in support of this ordinance.

Section 3. Copy to Department of Commerce. Pursuant to RCW 36.70A.106, a complete and accurate copy of this ordinance shall be transmitted to the Department of Commerce within ten (10) days of adoption.

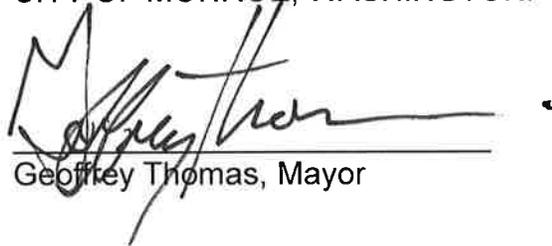
Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date; Duration; Declaration of Emergency. Based upon the recitals above, and as will be further explained in post-adoption findings, the City Council hereby declares an emergency requiring this ordinance to take effect immediately upon passage, and the ordinance shall sunset automatically six (6) months from its effective date unless terminated earlier or extended by subsequent Council action.

ADOPTED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 3RD day of May, 2016.

Adopted: May 3, 2016
Effective: May 3, 2016
Published: May 10, 2016

CITY OF MONROE, WASHINGTON:



Geoffrey Thomas, Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM:



Elizabeth M. Smoot, MMC, City Clerk



J. Zachary Lell, City Attorney

ZONING

- ZONING DISTRICTS**
- (DC) - Downtown Commercial
 - (GC) - General Commercial
 - (MUNC) - Mixed Use Neighborhood Commercial
 - (MUC) - Mixed Use Commercial
 - (SC) - Service Commercial
 - (PC) - Professional Office
 - (GI) - General Industrial
 - (LI) - Light Industrial
 - (LOSA) - Limited Open Space-Airport
 - (LOS) - Limited Open Space
 - (PS) - Public Open Space
 - (MR6000) - Multi-Family Residential
 - (UR6000) - Urban Residential
 - (UR9600) - Urban Residential
 - (R4) - Residential 4 Dwellings Per Acre
 - (SR15000) - Suburban Residential

OVERLAY ZONES

- North Kelsey Planning Area (ORD 009/2010)
- North Kelsey Planned Dev Area (ORD 009/2010)
- Downtown Planning Area (ORD 036/2008)
- Airport Overlay Zone (ORD. 026-2006)
- AEO-SOB Boundary (ORD 029/2003)

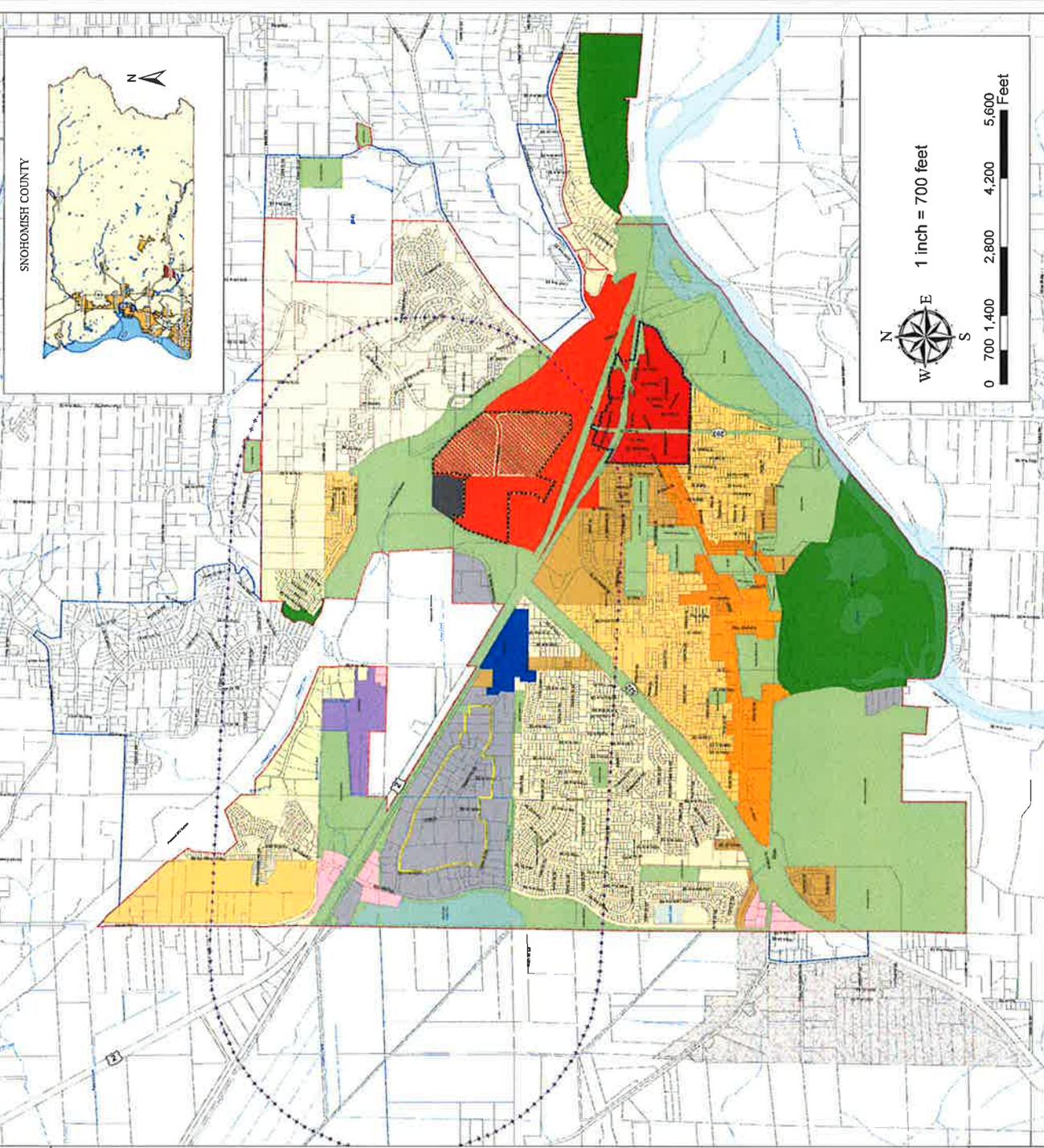
BOUNDARIES

- Southwest Study Area
- Urban Growth Area
- Monroe City Limits

Official City of Monroe 2015 Zoning Map
 This is to certify that this is the official zoning map referred to in the zoning ordinance of the City of Monroe, Washington.

Adopted
 (Signed Copy in City Records)

Map data shown is the property of the City of Monroe & Snohomish County. Inaccuracies may exist and the City of Monroe & Snohomish County imply no warranties or guarantees regarding any aspect of data depiction. No real estate decisions are to be made using this map. Please contact the City of Monroe Planning and Permitting Department to verify the designations.





MONROE CITY COUNCIL

Agenda Bill No. 16-112

SUBJECT:	Discussion: Transfer of Property to Fire District
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
08/23/2016	Public Works	Jim Gardner	Brad Feilberg	New Business #2

Discussion: 08/23/2016

Attachments: 1. 2005 Fire District ILA

REQUESTED ACTION: Consensus on direction to transfer City interest in fire department real and personal property to the Fire District.

DESCRIPTION/BACKGROUND

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

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

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

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

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

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

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

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

Fire District Merger takes place on October 1, 2016.

ORIGINAL

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

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

RECITALS

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

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

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

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

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

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

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

AGREEMENT

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

1. ANNEXATION PROCESS

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

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

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

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

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

2. POST ANNEXATION EMERGENCY SERVICES

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

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

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

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

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

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

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

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

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

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

3. OWNERSHIP AND USE OF REAL AND PERSONAL PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

4. BONDED INDEBTEDNESS

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

5. FIRE DISTRICT FEE FOR SERVICE

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

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

6. LIABILITIES — INDEMNITY

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

7. MODIFICATION

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

8. BENEFITS

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

9. REPORT

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

10. OBLIGATIONS CONTINGENT

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

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

11. COSTS

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

12. INTEGRATED AGREEMENT

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

13. SEVERABILITY

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

14. LITIGATION

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

15. THIRD-PARTY RIGHTS

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

16. EFFECTIVE DATE

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

17. TERM

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

18. Ballot Propositions

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

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

August 19, 2016 Edition No. 33

Mayor

Geoffrey Thomas
gthomas@monroewa.gov

Councilmembers

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

City Hall

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

Appointment Openings

No Vacancies

Job Openings

Senior Engineer – Development Review
Planning Tech Part-Time
www.monroewa.gov/jobs

Events this Week

- 08/12 Movies Under the Moon, "Jurassic World"
Lake Tye Park, 8-10PM
- 08/21 Summer Beats Half-Marathon and 10K,
Lake Tye Park,
730AM-1230PM
- 08/23 City Council Meeting,
City Hall, Council Chambers, 7PM
- 08/24 Farm To Table Farmer's Market, Lake Tye Park,
3-8PM
- 08/25 Opening Day at the Evergreen State Fair,
Evergreen State Fairgrounds,
10AM-10PM
- 08/27 Monroe Fair Days Parade, Main Street,
11AM-1PM

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!

Legislative Priorities

Last week, Council approved the City's legislative priorities for the 2017 State legislative session. These are the primary issues that we will be working on with our representatives at the County, State, and Federal levels of government next year:

- **SR 522:** Allow *Connecting Washington* transportation investment package funds allocated for SR522 pre-engineering and design to be available earlier, and allocate \$300,000 to perform practical design assessments of the SR522 Interchange and Widening projects, in order to produce updated design concepts and accompanying design and construction estimates.
- **Lake Tye Park Athletic Fields:** Fund installation of all-weather multi-purpose fields for Lake Tye Park, for joint use by the City of Monroe Parks & Recreation Department and the Monroe School District.
- **Main Street Program Funding:** Revitalize Washington communities and small downtown businesses struggling to return from the recession by expanding funding for the Main Street Program to allow all eligible cities to receive the minimum funding allowed.
- **Fiscal sustainability:** Protect shared-revenue streams (Liquor revenues, Marijuana taxes, etc.) necessary for essential city services; and, programs cities rely upon (Basic Law Enforcement Academy, Municipal Services and Research Center, etc.).

City of Monroe
Year-to-Date Comparisons

The following are year-to-date comparisons

Sales Tax Revenues

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

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

UP \$247,751 or 10.99%

Real Estate Excise Tax

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

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

UP \$163,769 or 47.39%

Lodging Tax Revenues

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

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

UP \$8,541 or 29.17%

Business License Fees

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

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

DOWN \$1,185 or -4.16%

Building Permit Revenues

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

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

UP \$212,621 or 103.29%

Planning Fee Revenues

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

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

DOWN \$19,497 or -24.16%

New House Permits

'15 to 7/31/15: 39

'16 to 7/31/16: 75

UP 36 units or 92.3%

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

Multi-Family Permits (# units)

'15 to 7/31/15: 13

'16 to 7/31/16: 4

DOWN 9 units or -69.2%

Building Division Inspections

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

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

UP 173 or 16.6%

(Priorities Continued)

We are transmitting this list of priorities to our representatives this week. We will keep you posted as things progress through the 2017 session.

Roundabout on West Main

Washington State's Department of Transportation completed the roundabout on the north side of SR522 on West Main Street about a year ago. To date, the landscaping has not been completed and what has been done has not been maintained. The State is responsible for completing the landscaping and then maintaining it for two years. At the end of two years, the City of Monroe will take over the maintenance.

The roundabout is a gateway to our community. Residents pass by it daily and people attending events in town drive through the roundabout. It is an eyesore and an embarrassment in its current condition.

Earlier this week, I sent a letter to the State expressing our community's concerns about the condition of this roundabout. I am hopeful that the landscaping will be completed and repaired in the upcoming weeks and that the two-year maintenance will be completed. I will provide an update when the work is underway or completed.

Official City Bird!!

At the Tuesday, August 16, 2016, City Council meeting, Councilmembers declared the Vaux's Swift the official bird for the City of Monroe. Tens of thousands of Vaux's Swifts migrate through Monroe annually, using the chimney at Frank Wagner as a stopping point in the spring and the fall. In any given night during the migration, up to 20,000 Vaux's Swifts use the chimney to rest.

For the last eight years, the Pilchuck Audubon Society, Vaux's Happening, Monroe School District, and City of Monroe have hosted an annual "Swift Night Out" for the community in September drawing people from all over the region to learn about the Vaux's Swift and watch them as they spiral into the chimney at sunset to rest for the evening. The chimney is one of the largest refuges for the Vaux's Swifts in North America. Adopting the City Bird as the Vaux's Swift underscores the unique connection this species has to our community.

It was a pleasure having representatives from the Pilchuck Audubon Society and Monroe School District as well as having Mr. Kevin Pattelle (*who is developing the Vaux's Swift sculpture for downtown*) present to receive copies of the proclamation.

(Swift Continued)

Thank you to our Council for adopting this designation for the Vaux's Swift.

Skate Park Grand Opening

We had a very successful and well-attended grand opening of Monroe's Blade and Board Park at Lake Tye, Saturday, August 13, 2016. I appreciate all the work that was done to bring this together from design to construction. Grindline, the company that constructed Monroe's Blade and Board Park, did a stellar job bringing things together by Friday afternoon. THANK YOU!!!!

Movies Under the Moon

Premiering **TONIGHT, Friday, August 19, 2016, at Lake Tye Park, will be *Jurassic World***. Come early for activities for the whole family. The movie is set to begin at dusk. 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

Spiral Slide Replacement at Sky River Park

This week Parks & Recreation Department staff replaced the damaged spiral slide at the Sky River Park playground. We are happy to have a new slide in service there for children to enjoy!



Photo – Parks staff Mike Thomas and Tyler Reeves pouring the concrete footing for the new spiral slide.