

MONROE CITY COUNCIL

Regular Business Meeting
November 1, 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. AB16-145: Presentation – Downtown Revitalization Strategy

Documents:

[AB16-145_Pstn_DT Revitalization Strategy.pdf](#)

2. Presentation: Snohomish Health District – Per Capita Funding Request

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; October 25, 2016, Regular Business Meeting

Documents:

[20161101 CA1 MCC Minutes 20161025.pdf](#)

2. Approval of AP Checks and ACH Payments

Documents:

[20161101 CA2 AP Checks - ACH Payments.pdf](#)

3. AB16-146: Authorize Mayor to Sign Amendment No. 2 to Consultant Agreement with RH2 for design of the Powell Street Sewer Replacement Project

Documents:

[AB16-146_Amdt2_PowellStSewerReplcmt.pdf](#)

4. AB16-147: Setting Date for Consideration of Foxborough Preliminary Plat (PL 2016-01)

Documents:

[AB16-147_SetDate_FoxboroughPPL.pdf](#)

New Business

1. AB16-148: Ordinance No. 019/2016, Authorizing Water and Sewer Revenue and Refunding Bonds; First Reading

Documents:

[AB16-148_ORD 019 2016_WaterSewerRevBonds_First.pdf](#)

2. AB16-149: Discussion: Proposed Amendment 2017 Legislative Priorities

Documents:

[AB16-149_Amd_2017LegPriorities.pdf](#)

3. AB16-150: Ordinance No. 020/2016, Amending MMC 6.08, Garbage Collection and Disposal; First Reading AND Authorize Mayor to Sign the Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

Documents:

[AB16-150_ORD 020 2016_re Garbage_and Auth Mayor to Sign.pdf](#)

Final Action

1. AB16-151: Resolution No. 017/2016, Parking Regulations

Documents:

[AB16-151_RES 017 2016_Parking Regulations.pdf](#)

Councilmember Reports

1. City Council Finance & Human Resources Committee (Councilmember Gamble) -- CANCELLED

Staff/ Department Reports

Mayor/ Administrative Reports

1. Monroe This Week (October 28, 2016, Edition No.41)

Documents:

[20161101 MR1 Monroe This Week Edition 41.pdf](#)

2. Draft Agenda for November 15, 2016, Regular Business Meeting
3. Cancellation of November 22, 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.



MONROE CITY COUNCIL

Agenda Bill No. 16-145

SUBJECT:	Presentation - Downtown Revitalization Strategy
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
11/01/2016	Community Development	David Osaki	Brian Smith (BDS Planning)	Announcements/ Presentations #1

Discussion: 11/01/2016

- Attachments:**
1. Draft Downtown Revitalization Strategy: Executive Summary
 2. Draft Downtown Revitalization Strategy: Table of Contents
 3. Draft Downtown Revitalization Strategy: Roles Graphic
 4. Draft Downtown Revitalization Strategy: Financial Plan

REQUESTED ACTION: Listen to presentation, ask questions, and provide comment to the consultant.

DESCRIPTION/BACKGROUND

At its April 5, 2016, meeting, the Monroe City Council authorized the Mayor to sign a Consultant Agreement with BDS Planning & Urban Design for development of a Main Street Strategic Plan.

This effort was to evaluate organizational capacity, funding opportunities, and what implementation actions are needed to occur for a Main Street type organization to be effective and successful in Monroe. This effort implements City of Monroe Comprehensive Plan Policy P.220 which states:

“Actively support the creation and ongoing success of business improvement organizations dedicated to downtown.”

The November 1, 2016, City Council meeting will feature a presentation from Brian Scott of BDS Planning. BDS Planning will present findings from their work on the Downtown Revitalization Strategy.

At this time, BDS Planning will present key findings as represented by draft versions of the Executive Summary (*attachment 1*), Table of Contents (*attachment 2*), Downtown Monroe Association, Chamber and City roles (*attachment 3*), and a financial plan (*attachment 4*).

Funding is key element of the Downtown Revitalization Strategy analysis. *Attachment 4* includes a four-year budget scenario for a Main Street organization and potential funding sources. The City’s role in funding a Main Street organization is identified.

Development of the Downtown Revitalization Strategy included a public involvement process including:

- A downtown stakeholder committee.
- An on-line survey in both English and Spanish (which received about 300 responses).
- Individual one-on-one stakeholder interviews.
- Individual interviews with several downtown Hispanic/Latino businesses.
- A joint meeting of the Downtown Monroe Association and Chamber of Commerce boards to share information and discuss roles.

Based on input and feedback received at the November 1, 2016, City Council meeting, BDS Planning will then finalize the Downtown Revitalization Strategy. A copy of the final Downtown Revitalization Strategy will be provided to the City Council when completed.

IMPACT – BUDGET

\$25,000 was budgeted for this effort in 2016.

TIME CONSTRAINTS

N/A.

Monroe Downtown Revitalization Strategy

Executive Summary

Downtown Monroe Association, Chamber, & City develop a coordinated strategy

DMA, Chamber, and City are partners in downtown Monroe's success. Every action performed by the DMA, Chamber, and City should be carefully chosen to complement and augment the efforts of the other partners by accomplishing a unique strategic goal:

- **The DMA** should focus its efforts on downtown as a destination district—physical projects and activities that improve the *public experience* of visitors in the *historic downtown area*.
- **The Chamber** should maintain a *citywide focus*, serving as a resource to the business community as well as pursuing efforts that promote Monroe as a *destination* in the surrounding region and beyond.
- **The City** should continue its efforts to enhance downtown Monroe through public infrastructure improvements, code enforcement, and other basic City services. The City should also support the efforts of both groups through transparent and predictable annual funding and discourage the groups from competing with one another over funding.

Downtown Monroe Association expands involvement in statewide Main Street Program

The DMA should take full advantage of its new membership in the statewide Main Street Program by availing itself of unique funding resources, networking opportunities, and training. Resources to help Monroe restore and promote the historic elements of downtown are available for specific projects.

The Chamber & Downtown Monroe Association leverage Snohomish County resources

Snohomish County has built significant momentum around the development of rural tourism activities in the sectors of adventure travel, outdoor recreation, and agritourism. The Chamber should actively promote Monroe's incorporation into the proposed Sky to Sound Water Trail and leverage County resources to align its destination marketing activities with countywide initiatives already underway. The DMA should focus its design projects on making downtown Monroe a great place along the Sky to Sound Water Trail.

Downtown Monroe Association focus on current action plan, demonstration projects, staff hiring

The DMA will continue work with its current action plan with new financial support from the City for hiring staff and building organizational capacity. Demonstration projects and "quick wins" will help build momentum and raise the organization's profile.

Downtown Monroe Association to develop sustainable funding model

The DMA should continue its focus on attaining and documenting tangible successes for downtown Monroe. A primary benefit of these visible successes is building a track record on top of which a sustainable funding model can grow. DMA should implement a 4-year strategy to secure stable and sustainable funding that incorporates memberships & donations, mandatory assessments on businesses and/or property, city support, and outside grants.

The Chamber and Downtown Monroe Association to develop a coordinated strategy of marketing Hispanic Businesses

With a significant and growing Latino community that can bring its growing purchasing power to the district, the Chamber should pursue some coordinated marketing that focuses on this population. There is a clear competitive advantage in marketing to this population and in educating current business owners on the inherent advantage to many of their bottom lines. Parallel to this effort, the Chamber should develop events that reflect the culture and interests of the Latino business community and its surrounding neighborhoods.

MONROE DOWNTOWN REVITALIZATION STRATEGY

JOINT DMA / CHAMBER ACTIVITIES

IMMEDIATE ACTIONS

- Develop Coordinated Strategy
- Communication

SUSTAINED EFFORTS

- Recruiting Downtown Members
- Hispanic Business Marketing Strategy
- Lodging Tax Allocation
- Sky to Sound Water Trail

DMA ACTIVITIES

IMMEDIATE ACTIONS

- Continue Ongoing Downtown Placemaking Projects
- Hire Staff
- Define DMA Organizational Boundary
- Expand involvement in Main Street program

SUSTAINED EFFORTS

- Financial Sustainability
- Investigate BIA

CHAMBER ACTIVITIES

IMMEDIATE ACTIONS

- Continue Ongoing Member and Community Events
- Business Recruitment Strategy

SUSTAINED EFFORT

- City-wide Vacancy Inventory
- Destination Marketing

CITY ACTIVITIES

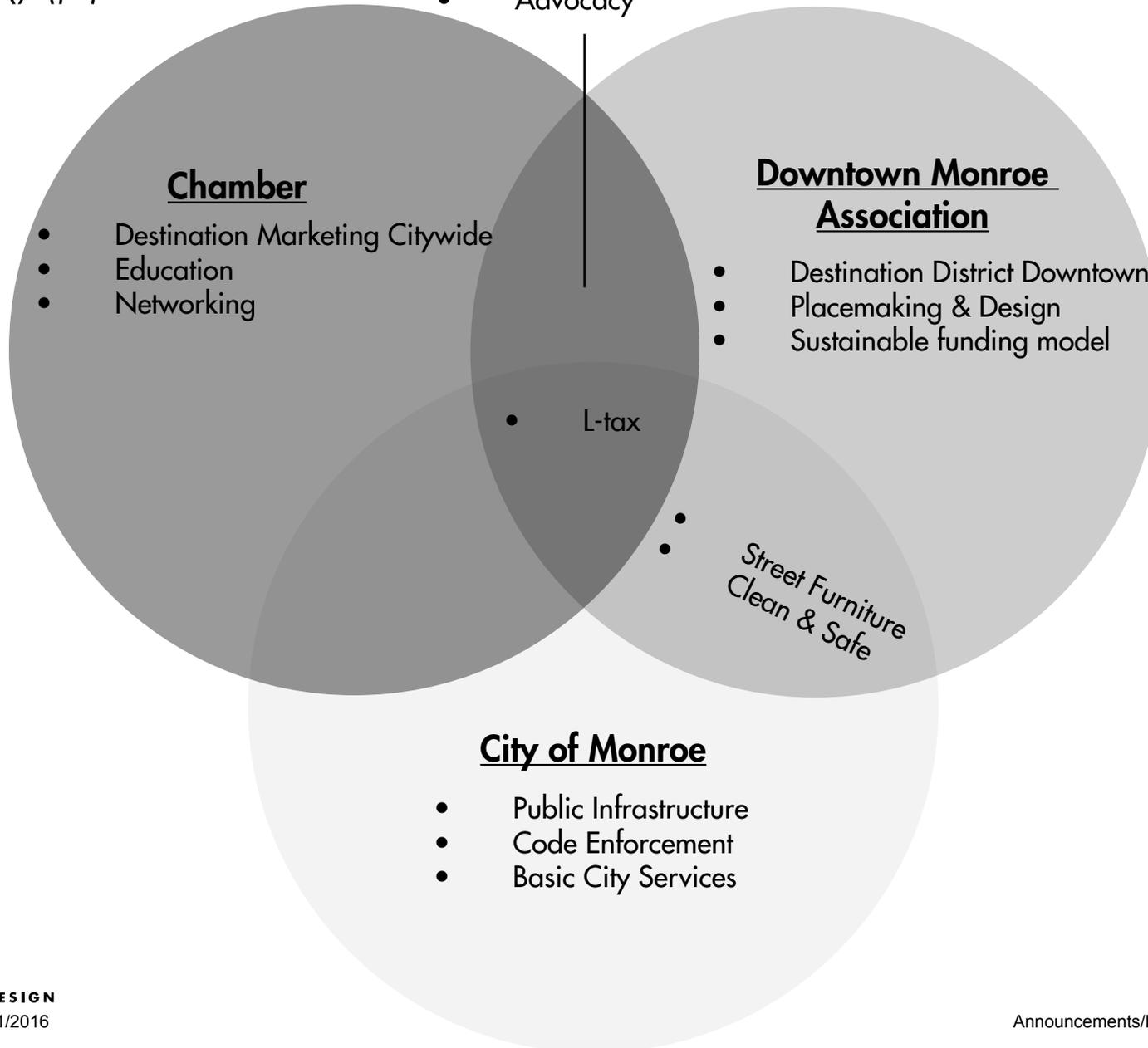
IMMEDIATE ACTIONS

- Fund the DMA to Build Capacity
- Dedicate Lodging Tax to Downtown Marketing and Downtown Monroe as a Visitor District

n.b. The recommendations in this Downtown Revitalization Strategy have been organized by implementation partner and timeline. Immediate Actions are those that are either currently underway or should be prioritized within the first six to twelve months of the delivery of this Strategy. The Immediate Actions may be understood as necessary preconditions to the successful completion of the longer-term activities. Items categorized as “Sustained Efforts” will require greater expenditures of time and financial resources— they should be implemented over a 1-4 year time horizon after the Immediate Actions are operationalized.

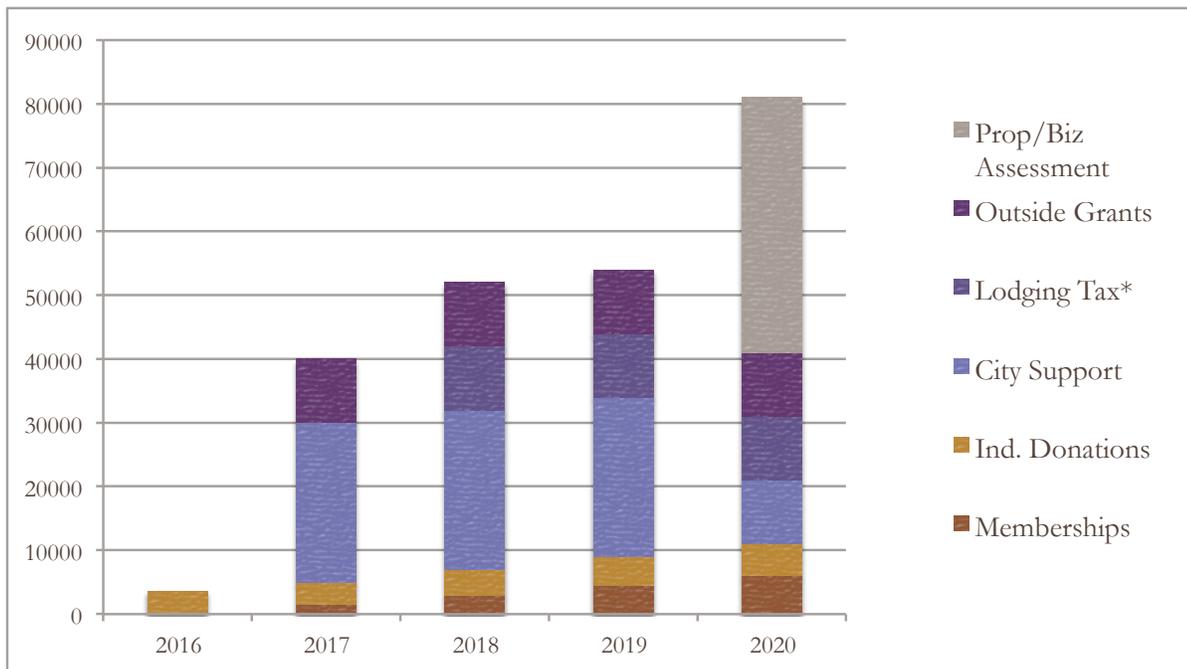
Monroe Downtown Revitalization Strategy Roles - *DRAFT*

- Recruit Downtown Members
- Communication
- Hispanic Business Marketing
- Sky to Sound Water Trail
- Advocacy



4-Year DMA Strategic Direction & Funding: Sources

Sources	2016	2017	2018	2019	2020
Memberships	0	1500	3000	4500	6000
Ind. Donations	3500	3500	4000	4500	5000
City Support	0	25000	25000	25000	10000
Lodging Tax*	0	0	10000	10000	10000
B&O Tax Credits**	0	0	0	0	0
Outside Grants	0	10000	10000	10000	10000
Prop/Biz Assessment	0	0	0	0	40000
Total	3500	40000	52000	54000	81000



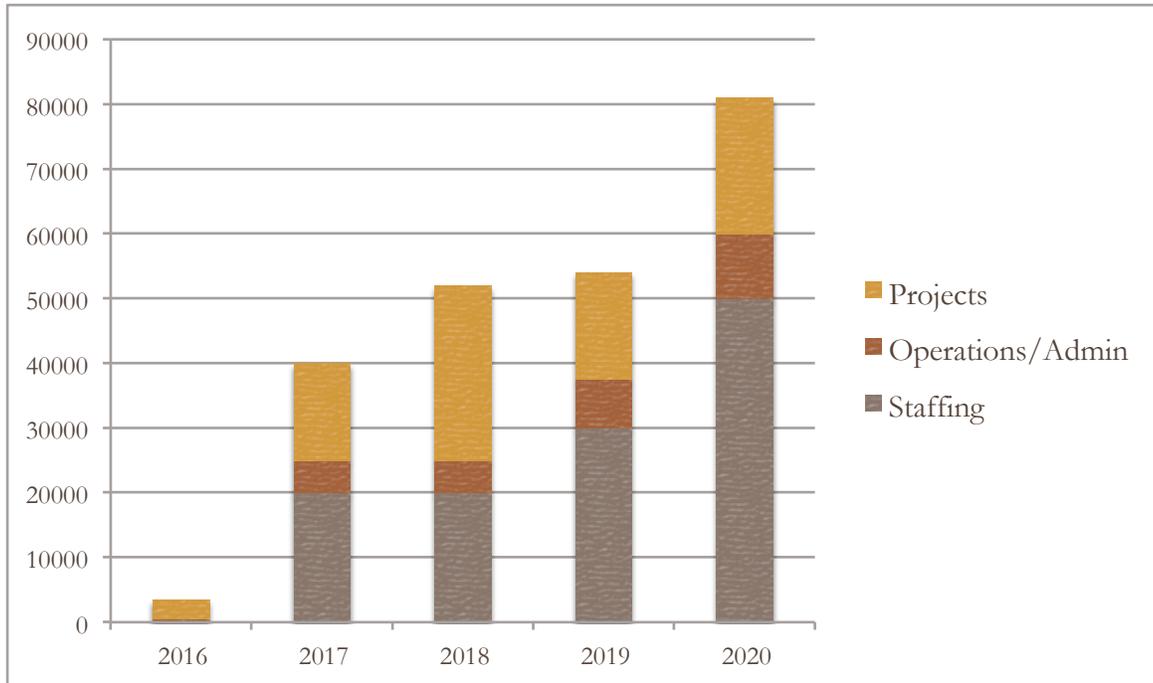
* Competitive application for project-specific funding

** DMA should assertively investigate B&O Tax Credit funds to supplement other sources



4-Year DMA Strategic Direction & Funding: Uses

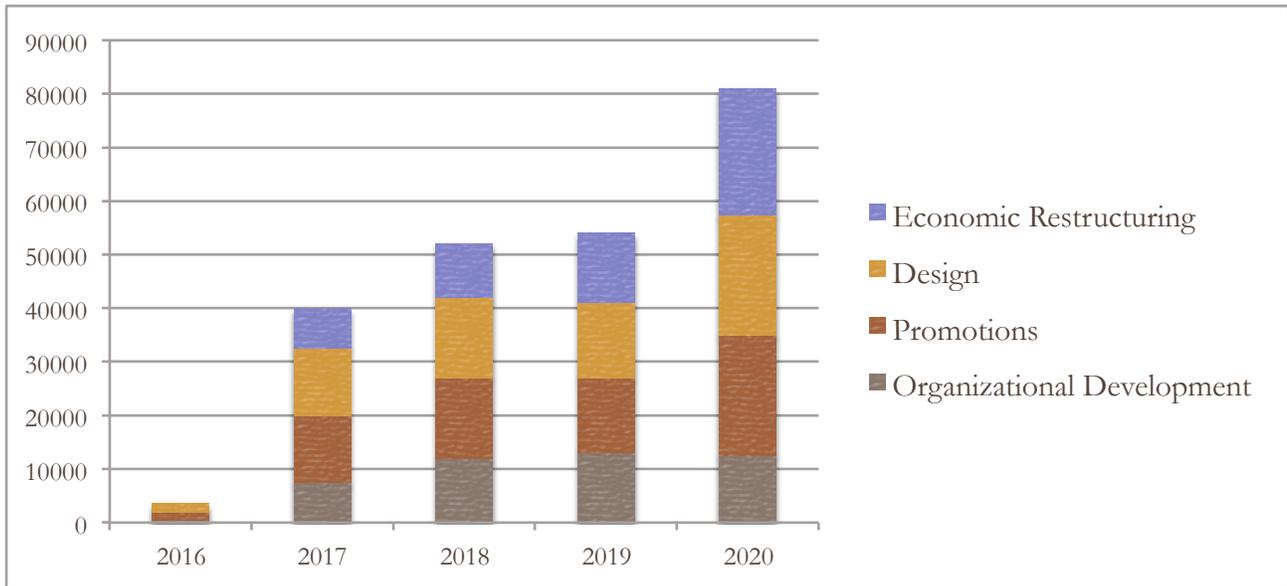
Uses	2016	2017	2018	2019	2020
Staffing	0	20000	20000	30000	50000
Operations/Admin	500	5000	5000	7500	10000
Projects	3000	15,000	27000	16500	21000
<i>Total</i>	3500	40000	52000	54000	81000



BDS
PLANNING & URBAN DESIGN

4-Year DMA Strategic Direction & Funding: Four Points

<i>Four Points</i>	2016	2017	2018	2019	2020
Organizational Development	500	7500	12000	13000	12500
Promotions	1,500	12500	15000	14000	22500
Design	1,500	12500	15000	14000	22500
Economic Restructuring	0	7500	10000	13000	23500
<i>Total</i>	3500	40000	52000	54000	81000



BDS
PLANNING & URBAN DESIGN

CALL TO ORDER, ROLL CALL AND PLEDGE

The October 25, 2016, Regular Business Meeting of the Monroe City Council was called to order by Mayor Geoffrey Thomas at 7:04 p.m.; Council Chambers, City Hall.

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

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

The Pledge of Allegiance was led by Councilmember Scarboro.

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

ANNOUNCEMENTS/PRESENTATIONS

1. ~~Presentation: Snohomish County Executive Somers~~

Mayor Thomas noted the cancellation of the presentation of Snohomish County Executive Dave Somers.

COMMENTS FROM CITIZENS

There were no persons present wishing to address the City Council.

EXECUTIVE SESSION *(added at the time of the meeting)*

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

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

The meeting recessed into executive session at 7:06 p.m., was extended for an additional 5 minutes, and reconvened at 7:23 p.m.

CONSENT AGENDA

1. Approval of the Minutes; October 18, 2016, Regular Business Meeting
2. AB16-142: Accept Project/Begin Lien Period - Rivmont Watermain Replacement Project
3. AB16-143: Ordinance No. 018/2016, Converting Two Year At-Large Council Position to Four Year Position; Final Reading

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

City Clerk Elizabeth Smoot read Ordinance No. 018/2016 into the record.

NEW BUSINESS

1. AB16-144: Discussion: MMC 2.26, Term Limits

City Administrator Gene Brazel provided background information on AB16-144 and options regarding term limits for elected officials.

General discussion ensued regarding: potential elimination of, or amendments to, Monroe Municipal Code 2.26, Term Limits for Elected Officials; the 2011 advisory vote regarding term limits; limiting number of terms versus the number of years served; consideration of holding another advisory vote regarding elimination/amendment to MMC 2.26 (timing/costs/voter turnout); and holding public hearings to gather citizen input on potential elimination/amendment.

Councilmember Cudaback moved to have the Mayor direct staff to develop an ordinance to repeal term limits (*and to hold two public hearings prior to consideration of the ordinance*); the motion was seconded by Councilmember Rasmussen. On vote,

Motion carried (5-1);
Councilmember Kamp opposed.

FINAL ACTION

1. AB16-141: Ordinance No. 017/2016, Setting 2017 Property Tax Levy; Final Reading

Ms. Dianne Nelson, Finance Director, provided background information on AB16-141, the proposed ordinance setting the 2017 Property Tax Levy, and additional information provided in the packet regarding estimated 2017 Taxes.

Councilmember Cudaback thanked Ms. Nelson for the additional information; as requested at the October 18, 2016, Council Meeting.

Councilmember Cudaback moved to adopt Ordinance No. 017/2016, fixing the amount of taxes to be levied by the City for the calendar year 2017; the motion was seconded by Councilmember Rasmussen. On vote,
Motion carried (6-0).

COUNCILMEMBER REPORTS

1. Individual Reports

Councilmember Gamble commented on Monroe High School Homecoming, Monroe Public Schools Foundations grant applications reviewed, and stated he will be absent from the November 1, and November 15, 2016, Council Meetings.

Councilmember Kamp commented on attendance at the Association of Washington Cities (AWC) Regional Meeting and topics discussed including the 2017 Legislative Priorities.

Councilmember Rasmussen commented on attendance at a Downtown Monroe Neighborhood meeting and the World Series of Baseball.

Councilmember Cudaback thanked the Council for the discussion on term limits.

Councilmember Scarboro commented on discussions with business owners in the downtown area regarding homelessness and panhandling.

STAFF/DEPARTMENT REPORTS

1. Individual Reports

Mr. Mike Farrell, Parks and Recreation Director, reported on the following topics: projects planned at Lake Tye Park (2017) and Sky River Park (2018), and the Veteran's Memorial Dedication Ceremony to be held Saturday, November 5, 2016, 11:30 a.m.¹

Mr. Dave Osaki, Community Development Director, reported on the following topics: pre application meetings, Planning Commission review of low impact development code amendments, and open Senior Planner position.

Mr. Brad Feilberg, Public Works Director, reported on the following topics: the 179th Street sidewalk project and Downtown Monroe electrical outlet locks.

Police Chief Tim Quenzer reported on the following topics: public appreciation received for the Monroe Police Department, beds in Monroe for homeless, and a potentially solved case regarding a recent string of burglaries.

12. Staff Report on Land Sales Update

Mr. Brazel noted the upcoming expiration of the land brokerage contract and potential to extend. Reaffirmation of the extension was agreed to by general consensus of the City Council.

MAYOR/ADMINISTRATIVE REPORTS

Mr. Brazel reported on attendance at a SCCIT meeting.

1. Monroe This Week (*October 21, 2016, Edition No. 40*)

Mayor Thomas noted the inclusion of Monroe This Week, Edition No. 40, in the agenda packet, and reported on the following items: Red Ribbon Week events, letter received from the Mayors of Snohomish County regarding the Snohomish Health District per

¹ CLERK'S NOTE: Ceremony start time amended to 11:00 a.m.

capita funding request, downtown sculpture access, homelessness and beds available for treatment, and code review.

2. Draft Agenda for November 1, 2016, Regular Business Meeting

Mr. Brazel reviewed the draft agenda for the November 1, 2016, Monroe City Council Regular Business Meeting, the extended agenda, and additions/edits thereto.

ADJOURNMENT

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

MEETING ADJOURNED: 8:46p.m.

Geoffrey Thomas, Mayor

Elizabeth M. Smoot, MMC, City Clerk

Minutes approved at the Regular Business Meeting of November 1, 2016.

COUNCIL AP CHECKS AND ACH PAYMENTS 10/19/16 - 11/01/16

Accela Inc #774375	
transactions	\$769.00
Total Paid to Accela Inc #774375	\$769.00
AFTS	
Lockbox Charges	\$467.09
Postage - Utilities	\$2,273.50
Printing Services - Delinquency Notices	\$987.93
Total Paid to AFTS	\$3,728.52
Agudelo Jose'	
J Agudelo- Activated Sludge Process Control Workshop per diem	\$178.02
Total Paid to Agudelo Jose'	\$178.02
All Battery Sales & Service	
vehicle maintenance	\$530.19
Total Paid to All Battery Sales & Service	\$530.19
Artifax Manufacturing	
Refund permit for High Piled Storage	\$105.00
Total Paid to Artifax Manufacturing	\$105.00
Budget Fence Company LLC	
50% down payment for CIP ballfield fencing	\$2,316.18
Total Paid to Budget Fence Company LLC	\$2,316.18
Code Publishing Company	
Municipal Code Books - Electro	\$150.37
Total Paid to Code Publishing Company	\$150.37
David Evans and Associates Inc	
Tjerne Place Se Extension	\$3,328.39
Total Paid to David Evans and Associates Inc	\$3,328.39
Department of Emergency Mana	
quarterly 2016 DEM contract	\$5,073.25
Total Paid to Department of Emergency Management	\$5,073.25
Department of Labor & Industrie	
Qtr 3 2016 Volunteer L&I	\$35.34
Total Paid to Department of Labor & Industries	\$35.34
Department of Reveune Washing	
2016 Unclaimed Property	\$1,008.89
Total Paid to Department of Reveune Washington State	\$1,008.89
Department of Transportation	
signal maintenance	\$2,213.22
Total Paid to Department of Transportation	\$2,213.22

Electric Lightwave		
Long Distance Charges		\$1,759.52
Total Paid to Electric Lightwave		\$1,759.52
Employment Security Dept.		
3rd qtr 2016 unemployment		\$87.54
Total Paid to Employment Security Dept.		\$87.54
Everett Utilities City of Everett-		
water purchased for resale		\$21,091.49
Total Paid to Everett Utilities City of Everett-		\$21,091.49
GreenLight Strategies Inc		
GREEN LIGHT - Lobbying fees		\$3,800.00
Total Paid to GreenLight Strategies Inc		\$3,800.00
Guadagno Virant PLLC		
public defender legal fees		\$750.00
Total Paid to Guadagno Virant PLLC		\$750.00
HealthEquity Employer Services		
HSA monthly payment		\$59.00
Total Paid to HealthEquity Employer Services		\$59.00
Iron Mountain Inc		
IRON MOUNTAIN-Off Site Storage		\$300.40
Total Paid to Iron Mountain Inc		\$300.40
KBA Inc		
Woods Creek Road Phase I		\$42,674.91
Total Paid to KBA Inc		\$42,674.91
Lowe's Home Centers Inc		
Maintenance/Repairs/Supplies		\$3,147.65
Total Paid to Lowe's Home Centers Inc		\$3,147.65
Mejia Megan Margaret		
refund		\$409.45
Total Paid to Mejia Megan Margaret		\$409.45
Monroe Chamber of Commerce		
destination marketing management development		\$4,583.00
equip/music for music in the park community events		\$1,339.18
Total Paid to Monroe Chamber of Commerce		\$5,922.18
Monroe Correctional Complex		
inmate labor		\$116.06
Total Paid to Monroe Correctional Complex		\$116.06
Nolen Consulting		
2015 Annual Financial Report Review		\$1,837.50
Total Paid to Nolen Consulting		\$1,837.50

Paxman Darrell	
payment of reimbursement agreemtn fees - 5% Administrative fee	\$521.23
Total Paid to Paxman Darrell	\$521.23
PetroCard Systems Inc.	
fuel for patrol vehicle	\$153.01
Total Paid to PetroCard Systems Inc.	\$153.01
Platt Electric Supply	
street lights	\$6,198.61
supplies	\$506.01
Total Paid to Platt Electric Supply	\$6,704.62
PUD	
PUD - 16410 177th Ave SE	\$115.06
PUD - 512 S Sams St	\$14,008.13
PUD - 806 W Main St A	\$1,051.05
Total Paid to PUD	\$15,174.24
Puget Sound Energy Inc	
Park Place PS - 17866 W Main	\$39.74
PSE - 769 Village Way - PW Bui	\$53.67
PSE - 806 Main St Bldg C - Veh	\$52.49
PSE - 806 W Main St Bldg I - P	\$53.65
PSE - Police Department	\$132.02
PSE- 806 W Main St Bldg A -Mai	\$51.55
Total Paid to Puget Sound Energy Inc	\$383.12
Republic Services Inc	
ALLIED/REPUBLIC - Recycle - WW	\$62.22
ALLIED/REPUBLIC -Recycle - PW	\$2,625.29
ALLIED/REPUBLIC -Recycle CH	\$131.05
ALLIED/REPUBLIC -Recycle -PW/P	\$38.52
Total Paid to Republic Services Inc	\$2,857.08
RH2 Engineering Inc	
Powell Street sewer replacement	\$7,618.65
Total Paid to RH2 Engineering Inc	\$7,618.65
Rosenbach Shelene	
S Rosenbach - Court Training mileage	\$112.98
Total Paid to Rosenbach Shelene	\$112.98
Sams Cats & Dogs Naturally	
K9 food	\$1,091.42
Total Paid to Sams Cats & Dogs Naturally	\$1,091.42
Snohomish County Clerks & Fina	
D Nelson/C Hurst/R Howard & E Smoot 10/27/16	\$72.00
Total Paid to Snohomish County Clerks & Finance Office	\$72.00

Snohomish County Fire District #	
4th qtr 2016 fiber optics	\$804.65
Total Paid to Snohomish County Fire District #7	\$804.65
Snohomish County Sheriff's Office	
inmate medical billing	\$61.62
Total Paid to Snohomish County Sheriff's Office	\$61.62
Stantec Consulting Services Inc	
Rivmont watermain replacement	\$34,981.78
Total Paid to Stantec Consulting Services Inc	\$34,981.78
State Auditor's Office	
2015 audit	\$558.00
Total Paid to State Auditor's Office	\$558.00
Veris Law Group PLLC	
professional services - sale of TR 999 Landfill	\$4,488.08
Total Paid to Veris Law Group PLLC	\$4,488.08
Washington State Patrol	
fingerprinting	\$265.50
Total Paid to Washington State Patrol	\$265.50
Grand Total	\$177,240.05



MONROE CITY COUNCIL

Agenda Bill No. 16-146

SUBJECT:	Authorize Mayor to Sign Amendment No. 2 to Consultant Agreement with RH2 for design of the Powell Street Sewer Replacement Project
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
11/01/2016	Public Works Design & Construction	Jim Gardner	Brad Feilberg	Consent Agenda #3

Discussion: 01/19/2016, 03/15/2016, 11/01/2016

Attachments: 1. Amendment No. 2 to Local Agency Consultant Agreement

REQUESTED ACTION: Move to authorize the Mayor to sign Amendment No. 2 to the Consultant Agreement with RH2 for design of the Powell Street Sewer Replacement Project, and expressly authorize any further minor revisions as deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

This project includes decommissioning an existing aged water main and sewer main from an abandoned alley easement, constructing new sewer and water mains in public streets (Powell Street and Park Street), and redirecting the affected residential utility connections to these new mains. On March 15, 2016, Council approved a Consultant Agreement with RH2 Engineering, Inc. (RH2) to prepare project construction documents (plans and specifications), and to assist the City with the project’s contractor bidding phase.

This Amendment No. 2 increases the Consultant Agreement with RH2 by \$18,383.00 for the following tasks:

- Additional project management.
- Additional easement effort and filing.
- Additional public outreach, including fliers.

Additional Sewer System Design per City revisions

Phase I

Design – 100% PS&E will be completed on or before December 31, 2016.

Phase II

Construction Assistance – December 31, 2017 (Will require a new SOW & Fee Exhibits).

IMPACT – BUDGET

The original requested expenditure to fund the Consultant Agreement (plus contingency) for the project was \$65,000. The original expenditure and Amendment No. 2 are shared approximately 50/50 between the Sewer Capital Fund (422) and the Water Capital Fund (412).

Original Contract, including Amendment No. 1	\$65,000.00
Amendment No. 2 (Exhibit C-1) increases contract by:	<u>\$18,383.00</u>
New Total Amended Fee	\$83,383.00

TIME CONSTRAINTS

This Amendment No. 2 needs to be accepted to modify and complete the PS&E and public outreach through the design phase.

AMENDMENT NO. 2
TO CONSULTANT AGREEMENT

THIS AMENDMENT TO CONSULTANT AGREEMENT (“Amendment”) made and entered into as of the ____ day of October, 2016, amends that certain Consultant Agreement (“Consultant Agreement”) dated March 15, 2016, by and between the City of Monroe, a Washington municipal corporation (“City”), and RH2 Engineering, Inc., (“Consultant”).

In consideration of the foregoing recitals and the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Amending the Scope of Work, Exhibit A-1, extending the Completion Schedule B-1 and increasing the Fee Schedule C-1 are all part of the requested design modifications for the Powell Street Sewer project. The additional cost of \$ 18,383.00 represents the required service fees for each exhibit and are attached hereto and by this reference incorporated herein.

Except as modified herein above, all terms and conditions of the Consultant Agreement shall remain in full force and effect.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below.

CONSULTANT: RH2 ENGINEERING, INC.

CITY OF MONROE:

Richard L Ballard

By: Richard L Ballard

Geoffrey Thomas, City Mayor

Title: Director

ATTEST/AUTHENTICATED:

Elizabeth M. Smoot, MMC, City Clerk

EXHIBIT F

CONSULTANT AGREEMENT	
<p>PROJECT TITLE AND IDENTIFICATION NUMBER 1</p> <p>Powell Street Sewer Replacement Project</p>	<p>WORK DESCRIPTION 2</p> <p>Modify the project design documents, update impacted citizens - public outreach. Assist the City during construction.</p>
<p>CONSULTANT 3</p> <p>RH2 Engineering, Inc. 22722 29th Drive SE, Suite 210 Bothell, WA 98021</p>	<p>CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO. 4</p> <p>John Hendron, P.E.</p>
<p>FEDERAL I.D. NO. 5</p> <p>91-1108443</p>	<p>BUDGET OR FUNDING SOURCE 6</p> <p>422-000-120-594-35-65-00 412-000-120-594-34-65-00</p>
<p>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7</p> <p>Jim Gardner, P.E. Project Manager City of Monroe 806 West Main Street Monroe, WA 98272 360-863-4542</p>	<p>MAXIMUM AMOUNT PAYABLE, IF ANY 8</p> <p align="right">\$ 65,000.00</p> <p>Amendment #1 allowed use of Management Reserve Amendment #2 (Exhibit C-1) increases the contract by \$18,383.00</p> <p>New Total Amended Fee \$ 83,383.00</p>
<p>COMPLETION DATE 9</p> <p>Phase I Design – 100% PS&E - December 31, 2016</p> <p>Phase II Construction Assistance – December 31, 2017 This will require a new SOW and Fee Exhibits</p>	<p align="right">10</p> <p><input type="checkbox"/> Lump Sum</p> <p><input type="checkbox"/> Cost Plus a Fixed Fee</p> <p><input type="checkbox"/> Schedule Rate/Time and Materials</p> <p><input checked="" type="checkbox"/> Time and Materials/Not to Exceed</p>

EXHIBIT A-1

SCOPE OF WORK

Background

The City of Monroe (City) desires to relocate an active 4-inch-diameter water main and an 8-inch-diameter vitrified clay sewer pipe from an old abandoned alley easement. The 480 linear feet of existing water and sewer main runs in an east-west direction mid-block between Park and Kelsey Streets and Powell and Terrace Streets. It appears that wood-framed structures have been built over these pipelines. Damage could occur to these existing structures if the water main breaks and causes flooding beneath the foundations. If the sewer line cracks and pipes soil from beneath the foundations, a structure could collapse. In addition, it is difficult for the City's maintenance staff to access the pipelines for inspections and repairs. For these reasons, the City wishes to move the water and sewer mains into the adjacent rights-of-way.

This amendment has multiple purposes. First, it includes additional effort for project management services due to extension of the project contract and additional project tasks. Second, this amendment also includes work to obtain and revise necessary easements, meet with property owners, and file the final permanent easements with Snohomish County. Third, this amendment includes work for additional public outreach to create project update fliers to be sent to local residents. Lastly, this amendment covers additional work to revise the sewer design per City revisions.

Below are the tasks that make up this Scope of Work.

- Task A2.1 – Additional Project Management
- Task A2.2 – Additional Easement Effort and Filing
- Task A2.3 – Additional Public Outreach
- Task A2.4 – Additional Sewer System Design

Task A2.1 – Additional Project Management

Objective: Coordinate with City staff and design team; monitor scope, budget, and schedule; review and issue invoices; and maintain project files and records.

Approach:

A2.1.1 Coordinate with City staff and RH2 design team on schedule, progress, and reviews.

A2.1.2 Prepare and maintain project files, including invoices, project records, and files.

RH2 Deliverables:

- Monthly invoices as necessary and progress reports conveyed to City on status of various tasks and project progress.

Task A2.2 – Additional Easement Effort and Filing

Objective: Revise permanent easements as necessary for City sewer design revisions and file permanent easements with Snohomish County (County).

Approach:

A2.2.1 Perform additional effort to obtain project temporary and permanent easements by meeting with individual homeowners and coordinating with City staff.

A2.2.2 Revise up to two (2) permanent easements to accommodate the City design revisions to the sewer system in the private driveway.

A2.2.3 Coordinate and file up to six (6) permanent easements for the project with the County.

RH2 Deliverables:

- Up to two (2) revised permanent easements.
- Up to six (6) permanent easements filed with the County.

Task A2.3 – Additional Public Outreach

Objective: Prepare project fliers to be sent to residents in the project vicinity informing them of project updates.

Approach:

A2.3.1 Prepare up to two (2) project fliers to inform public of project updates.

Assumptions:

- *City will produce hard copies of fliers and mail out to residents.*

RH2 Deliverables:

- Up to two (2) project fliers with updated project information sent to City in electronic PDF to be sent to residents in the project vicinity.

Task A2.4 – Additional Sewer System Design

Objective: Revise project plans, specifications, and cost estimate per City sewer design revisions.

Approach:

A2.4.1 Update project plans, specifications, and cost estimate per sewer design revisions requested by the City.

RH2 Deliverables:

- Updated plans, technical specifications, and cost estimate in electronic PDF reflecting sewer design revisions.

EXHIBIT B-1

COMPLETION SCHEDULE

100% PS&E completed on or before December 31, 2016.

Construction assistance shall run through December 31, 2017 and a new amendment will be required.

EXHIBIT C - 1

FEE SCHEDULE

EXHIBIT B

City of Monroe

Amendment No. 2

Powell Street Sewer Replacement

Fee Estimate

Description		Total Hours	Total Labor	Total Expense	Total Cost
Classification					
Task			\$	\$	\$
A2.1	Additional Project Management	16	2,832	236	3,068
Task			\$	\$	\$
A2.2	Additional Easement Effort and Filing	22	3,450	794	4,244
Task			\$	\$	\$
A2.3	Additional Public Outreach	14	1,920	116	2,036
Task			\$	\$	\$
A2.4	Additional Sewer System Design	46	7,910	1,125	9,035
Powell Street Sewer Replacement		98	\$ 16,112	\$ 2,271	\$ 18,383



MONROE CITY COUNCIL

Agenda Bill No. 16-147

SUBJECT:	<i>Setting a date for Consideration of the Hearing Examiner's Recommendation regarding Foxborough Preliminary Plat</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
11/01/2016	Community Development Planning	Kristi Kyle	Dave Osaki	Consent Agenda #4

Discussion: 11/01/2016
Public Hearing: 10/06/2016 (Hearing Examiner)

Attachments:

1. Hearing Examiner's Recommendation
2. Foxborough Preliminary Plat Site Plan

REQUESTED ACTION: Move to set the date of November 15, 2016, for the City Council's closed record consideration of the Hearing Examiner's Recommendation on Foxborough, a Preliminary Plat (PL 2016-01).

DESCRIPTION/BACKGROUND

On October 6, 2016, the Hearing Examiner held an open record public hearing on the proposed Foxborough Preliminary Plat.

The Foxborough proposal is generally located at 17417 West Main Street on approximately 0.97 acres (42,253 square feet) of property. The proposal is for preliminary plat approval for an 18 lot (townhomes) with zero lot lines to be developed in a single phase.

The Hearing Examiner recommendation, submitted October 20, 2016, is that the Monroe City Council approve the Foxborough Preliminary Plat with conditions.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

In accordance with Monroe Municipal Code (MMC) Section 21.50.030(D), staff must forward the Hearing Examiner recommendation to the City Council within fourteen days of the recommendation – by November 3, 2016.

In accordance with MMC Section 21.50.050(A)(1), the City Council shall set the date for consideration of the hearing examiner's recommendation at the Council's next available public meeting following receipt of the recommendation – November 15, 2016.

BEFORE THE HEARING EXAMINER
CITY OF MONROE, WASHINGTON

RE: Preliminary Plat Approval for
Foxborough

Respondent: City of Monroe,

Applicant/Proponent: William R. Hegger

File No(s): PL2016-01;

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
RECOMMENDATION

I. INTRODUCTION

The Applicant is requesting preliminary approval of eighteen (18) lot subdivisions (townhomes) with zero lot lines on approximately 0.97 acres (approximately 42,253 square feet). The project is located in the Mixed Use Commercial (MUC) zone. The Comprehensive plan designation for the project is "Mixed Use." The subdivision will be process in accordance with the Subdivision Code and Zoning Code standards found in Titles 17 and 18 of the Monroe Municipal Code (MMC).

As Hearing Examiner for the City of Monroe, I held a public hearing on October 6, 2016 at approximately 10:00 a.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; § 18.84; § 21.20. City staff recommended approval of the proposal, subject to conditions. The Hearing Examiner recommends **APPROVAL** of the Applicant's proposal, subject to conditions.

Applicant William R. Hegger ("Applicant") appeared in this matter, presenting witness testimony in support of the proposal. Kristi Kyle, Senior Planner City of Monroe, appeared at the hearing and represented the City of Monroe ("Respondent" or "City") in this matter, presenting witness testimony, together with Exhibits M1 through M15.

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, and made a statement to that effect on the record. 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 Map
- Exhibit 4: Preliminary Plat Application & project narrative
- Exhibit 5: Notice of complete application
- Exhibit 6: Zoning Map
- Exhibit 7: Prior Comprehensive Plan Map
- Exhibit 8: Notice of Application (Affidavits 9-A through 9-E)

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- Exhibit 9: Public Comments (Exhibits 9-A through 9-E)
- Exhibit 10: Notice of Public Hearing (Affidavits 10-A through 10-D)
- Exhibit 11: SEPA Mitigated Determination of Non Significance (MDNS) (Affidavits 11-A through 11-E)
- Exhibit 12: Preliminary Landscape & Park Plan
- Exhibit 13: Conceptual Utilities Plans
- Exhibit 14: Drainage Report
- Exhibit 15: GeoTech Report

II. FINDINGS OF FACT

1. Applicant owns property totaling 0.97 acres located at 17417 West Main Street, within the City of Monroe, in the Mixed Use Commercial (MUC) zone (the "Property"). The Property currently is developed with a single-family home, a barn, and two accessory structures. The Property is generally flat, with the majority of the site lawn with scattered trees. (Exhibit 1)
2. The Applicant proposes to subdivide the Property into an 18-lot subdivision of townhomes, consisting of four multi-unit buildings with zero lot lines (two 6-unit buildings to the east and two 3-unit buildings to the west). Geotechnical engineering for the proposal anticipates two-story structures utilizing wood frame construction. Access to the subdivision's dwelling units will be from a single driveway on West Main Street leading to an internal east-west access easement approximately 28 feet in width that will provide access to the dwelling units. (Exhibits 1, 15)
3. The site is not located within the shoreline jurisdiction for the City, is not located within a floodplain, and does not contain any known or observed critical areas. (Exhibits 1, 2)
4. Comprehensive Plan Land Use Designations, Zoning Designation, and Existing Land Uses of the Site and Surrounding Area, include the following: (Exhibits 1, 2)

Area	Existing Land Use Designation	Zoning	Existing Use
Project Site ("Property")	Mixed Use	Mixed Use Commercial (MUC)	Single-family residence and barn
North of Site	High Density SFR	Urban Residential (UR6000)	Single-family residential
South of Site	General Commercial & Mixed Use	Mixed Use Commercial (MUC)	Multi-family & Commercial
East of Site	Mixed Use	Mixed Use Commercial (MUC)	Single-family residential
West of Site	Mixed Use	Mixed Use Commercial (MUC)	Single-family residential

5. Public Utilities and Services are provided by the following: (Exhibit 1)

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 & 7
Telephone	Verizon	School:	Monroe Public Schools

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Electricity	Snohomish County PUD No. 1	Hospital:	Evergreen Health
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6. The Applicant submitted its application for the Foxborough Preliminary Plat on May 13, 2016. The City of Monroe determined the application complete on June 3, 2016. A Notice of Application was issued on June 7, 2016, and a notice of Public Hearing was issued on September 20, 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, 8, 9, 10)
7. Public comment was received from: Todd Rehm (neighbor); Michael Whitney (neighbor); Mark Oens of Snohomish County PUD #1; Faye Ryan, of Puget Sound Energy; and Grethen Kaehler, of the Washington State Department of Archaeology & Historic Preservation (DAHP). Mr. Rehm lives on 174th Dr. SE, and expressed concerns regarding the Foxborough development and associated buildings and landscaping blocking views of traffic going westbound on Main Street, as well as asserting that two-story homes will blend with the existing homes in the neighborhood. Mr. Whitney also lives on 174th Dr. SE, and expressed similar concerns regarding the project hindering line-of-sight driveway egress visibility for 174th, and the additional traffic the development is projected to generate. He also expressed concerns regarding the design of the proposed development, and particularly with the potential height of the buildings. (Exhibit 9)
8. A State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) was issued, published, posted and mailed on August 9, 2016. The DNS provided a comment period ending on August 23, 2016 and an appeal period ending on August 30, 2016. The City received no comments or appeals. (Exhibits 1, 11)
9. The Applicant submitted a Preliminary Plat Map, a Preliminary Landscape & Park plans and a Preliminary Sewer, Water, Paving & Drainage Plan with the proposal. These submittals show the locations for buildings, pavement, lawn, shrubs, trees, and similar plantings and landscaping, and related irrigation. These plans also include a foursquare play area on a concrete pad, with tables and seating. The plans show that the proposed building closest to the intersection of West Main Street and 174th Dr. SE will be set back from the intersection due to certain utility easements and design constraints, but this area will include trees, shrubs, and landscaping. (Exhibits 3, 12, 13)
10. The Applicant also submitted a Drainage Report and a GeoTech Report with the proposal. These reports state that the site will provide for 100% infiltration, with no runoff leaving the site, and that subsurface condition at the site are suitable for the proposed improvements. (Exhibits 14, 15)
11. The City Planner, City Engineer, Fire Marshal, Building Official, and Police Chief all reviewed and commented on the proposed project. Their comments were included in the staff report and recommended permit conditions of approval. (Exhibit 1)

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12. City staff reported that the proposal conforms to the City of Monroe's 2015-2035 Comprehensive Plan, that development of multifamily dwellings served by public utilities is consistent with the "Mixed Use" Comprehensive Plan designation and the proposed density ranges specified by the designation. (This zoning has a gross density up to 25 dwelling units per acre.) (Exhibit 1)
13. 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. (Exhibit 1, 13, 14)
14. City staff report that there is sufficient capacity available in the City's public water and sanitary sewer system to serve the proposed subdivision, and that all lots in the proposed subdivision will connect to the City's water and sanitary sewer system. City staff noted that sanitary sewer and water lines will be constructed in the proposed access, utility and parking easement (Tracts 997 and 999) in accordance with the City's Public Works Design and Construction Standards. Stormwater runoff from the private public road and future lots will be collected in catch basins and conveyed to infiltration galleries located on site. (Exhibit 1, 13, 14)
15. Access to the development is proposed via West Main Street, with internal access to individual lots provided through a private road with a 28 foot narrow private easement (Tract 997 and 999). The City's Public Works Director approved the proposed private access, utility and parking easement. Frontage improvements along West Main Street will be installed, and include curb and gutter, and a five foot wide sidewalk along the entire length of the site frontage. (Exhibit 1)
16. City staff further reported that all direct impacts of the proposal have been or will be mitigated through municipal code requirements and the proposed conditions of preliminary plat approval. City staff stated that strategies and financial commitments are in place to complete necessary improvements within six years as set forth in the Comprehensive Plan. (Exhibit 1)
17. City staff performed density and dimensional standards calculations for the 0.97 acre Property per MMC section 18.10.050 Zoning Land Use Matrix and MMC section 18.10.140 Bulk Requirements and Table B, using the requirements for development within the mixed use zone, and determined that the Applicant's proposal for is consistent with that allowed by City code. (Exhibit 1)
18. 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 Frank Wagner Elementary School and the residents of the City. City staff concluded that the public interest would be served by the proposed subdivision

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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)

19. 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, a small amount of private recreation space has been provided for in Tract 998. Tract 998 is approximately 694 square feet. Staff reported that the Applicant will provide additional open space within each lot as development occurs, with the Applicant demonstrating compliance with open space requirements at the time of a complete building permit application submittal. (Exhibits 1, 3)
20. The City's staff recommended that the Hearing Examiner forward a recommendation of approval to the City Council for the Foxborough Preliminary Plat (#PL2016-01) subject to certain recommended conditions of approval.

III. CONCLUSIONS

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

Preliminary Plat

A preliminary plat requires a public hearing before the Hearing Examiner and a recommendation to the City Council.¹ Preliminary Plat approval shall be granted only when the proposal is consistent with the provisions of City of Monroe Comprehensive Plan, applicable provisions of the Monroe Municipal Code (Subdivisions, Planning and Zoning, Environment, and Development and Review Procedures).²

I found persuasive the testimony and evidence presented concerning the proposed development's consistency with the provisions of the City's Comprehensive Plan and applicable provisions of the City's code. Specifically, I note that Applicant's proposal for a residential subdivision of townhomes is consistent with the zoning for this property, and consistent with other development adjacent to or near this property. The proposed development will necessarily result in a small amount of additional traffic, but I did not find evidence that the development will hinder line-of-sight driveway egress visibility for residents along 174th. As noted by neighbors the Foxborough subdivision will include shrubs, trees, and certain landscaping features similar to that found in other neighborhood subdivisions, and these features will require maintenance.

I submit a recommendation of approval based on the following specific findings and conclusions:

¹ See MMC 21.20.050(F).

² See MMC 17.12.030.

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 Foxborough development of townhomes served by public utilities, as conditioned, is consistent with the City of Monroe's Comprehensive Plan for this mixed use comprehensive plan designation, 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 efforts to meet population growth targets developed by Snohomish County. The physical location of the proposed subdivision is appropriate, with adequate protections for critical areas and wetland conditions (there are none). I find that provision is made to protect the public health, safety and general welfare, and that the provision of additional open space within the proposed subdivision further serves the public interest of the future residents as it will meet City requirements at the time of a complete building permit application submittal.
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; specifically, I find that evidence concerning protection from floods, inundation or wetland conditions is addressed in Applicant's proposal, as conditioned.
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. I further note the staff report stating that financial requirements for completing necessary improvements and payment of mitigation fees are included in the proposal, meeting concurrency requirements.

IV. RECOMMENDATION

The Hearing Examiner submits a recommendation that the Monroe City Council **APPROVE** the Foxborough Preliminary Plat (PL2016-01) located at subject to the conditions noted below, consistent with the recommendations submitted by City 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 most recent geotechnical, drainage, and traffic reports reviewed and approved by the City, unless modifications are subsequently approved by the City of Monroe.
3. If the applicant wished to bond/financially guarantee for plat improvements, the applicant shall submit a request to the City of Monroe; 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.
4. Park, Traffic and 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.
5. The wastewater system capital improvement charge in accordance with MMC section 13.08.270 shall be required and paid prior to building permit issuance.
6. Mail routes shall be approved by the US Postmaster, including mailbox types and locations.
7. A note shall be added to the face of the plat that states:
“This dedication includes conveyance of roads, tracts, utility and storm drainage infrastructure, and other areas of right-of-way intended for public use and/or any ownership as shown on or otherwise referenced by the plat. The (INSERT NAME HERE) hereby waives all claims against the City of Monroe and/or any other governmental authority for damages which may occur to the adjacent land as a result of the construction, drainage, and maintenance of such facilities and improvements.”
8. The applicant shall obtain a General Construction Stormwater NPDES Permit from the Washington State Department of Ecology (DOE) prior to beginning construction per MMC section 15.01.045 if the disturbed area exceeds one acre.
9. Development shall be subject to all applicable MMC requirements specifically including and without limitations, all applicable impact fees and capital improvement charges pursuant to MMC section of chapter 13.04.025, 13.08.272, 20.07, 20.10 and 20.12.
10. The applicant shall obtain all the necessary permits associated with the project from the City of Monroe and all other applicable regional, state and federal agencies.

Respectfully Submitted,

Dated: 10/20/2016

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Carl D. Cox
Hearing Examiner
14725 NE 20th St. #D-5
Bellevue, WA 98007
Tel: (425) 242-1504
Fax: (425) 615-7202

NOTICES

Appeal process for SEPA-related appeal issues: This decision of the Hearing Examiner is a final decision.

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.

**CITY OF MONROE
FOXBOROUGH
PRELIMINARY PLAT
FILE NO. PL 2016-01**

ATTACHMENT 2

SECTION 2, TOWNSHIP 27 NORTH, RANGE 6 EAST, W.M.

SITE INFORMATION

TAX PARCEL # 27060200404100
 SITE ADDRESS 17417 WEST MAIN STREET
 MONROE, WA 98272
 ZONING MUC 12-20 UNITS/ACRE
 COMP PLAN MIXED USE
 USE CLASSIFICATION DWELLINGS, TOWNHOMES
 PROPERTY SIZE (TOTAL) 42,041 SF (0.97 AC)
 MINIMUM LOT SIZE N/A
 LOT COVERAGE N/A
 BUILDING SETBACKS FRONT - MIN: 5', MAX: 20'
 SIDE - INTERIOR LOT LINES: 0'
 - EXTERIOR LOT LINES: 10'
 REAR - 10' - 20'
 WATER SOURCE CITY OF MONROE
 SEWAGE DISPOSAL CITY OF MONROE
 FIRE DISTRICT SNO. CO. FIRE DISTRICT #3
 SCHOOL DISTRICT MONROE SCHOOL DISTRICT
 OWNERSHIP INTEREST ESTATE OF IRENE M. FOX

OWNER/APPLICANT/CONTACT

WILLIAM HEGGER
 13110 NE 177TH PL., #202
 WOODINVILLE, WA 98072
 PH: 206-679-5131

CIVIL ENGINEER

DAVID HARMSEN, PE
 HARMSEN & ASSOCIATES INC
 125 E MAIN STREET, SUITE 104
 MONROE, WA 98272
 PH: 360-794-7811
 EMAIL: davidh@harmeseninc.com

LAND SURVEYOR

SCIPIO WALTON, PLS
 HARMSEN & ASSOCIATES INC
 125 E MAIN STREET, SUITE 104
 MONROE, WA 98272
 PH: 360-794-7811
 EMAIL: skipw@harmeseninc.com

GEOTECHNICAL ENGINEER

EDUARDO GARCIA
 GEOTEST
 741 MARINE DRIVE
 BELLINGHAM, WA 98225
 PH: 360-733-7318

LANDSCAPE ARCHITECT

SCOTT LANKFORD
 LANKFORD ASSOCIATES
 10031 SR 532, SUITE B
 STANWOOD, WA 98292
 PH: 206-331-5123

SHEET INDEX

- P1 COVER SHEET
- P2 PRELIMINARY PLAT MAP
- P3 EXISTING CONDITIONS MAP
- P4 PRELIMINARY SEWER, WATER,
STORM & PAVING PLAN

LEGAL DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE
 NUMBER 5003353-2621293 DATED MAY 2, 2016)

LOT 2, SNOHOMISH COUNTY SHORT PLAT NUMBER SP200101, ACCORDING
 TO THE MAP RECORDED UNDER RECORDING NUMBER 200107145001,
 SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

MAXIMUM DENSITY CALCULATION

PROPOSED NUMBER OF LOTS = 18

ACTUAL DENSITY CALCULATIONS

GROSS DENSITY:
 12-20 UNITS PER ACRE
 GROSS SITE AREA = 0.97 AC
 MINIMUM DENSITY = 12 LOTS
 MAXIMUM DENSITY = 19 LOTS
 PROPOSED LOTS = 18

AVERAGE LOT SIZE: 2,030 S.F.
 PROPOSED NET DENSITY: 19 D.U./ACRE

PARKING SPACE CALCULATIONS

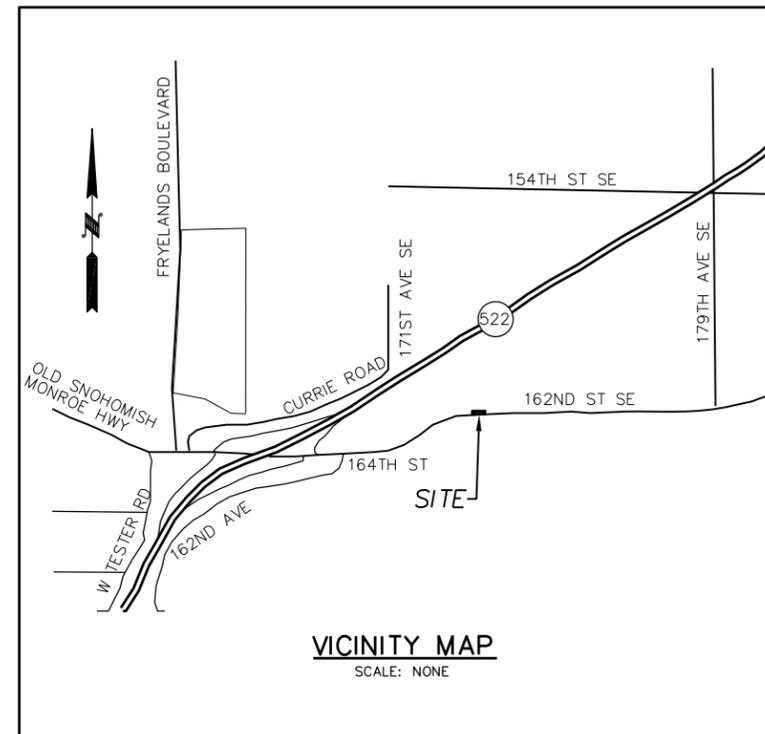
REQUIRED PARKING STALLS:
 36 STALLS

PROVIDED PARKING STALLS:
 36 GARAGE STALLS
 11 EXTERIOR STALLS

47 TOTAL STALLS

LOT SIZE

LOT #	SF	ACRES
1	2,666	0.061
2	1,521	0.035
3	1,775	0.041
4	1,647	0.038
5	1,900	0.044
6	1,900	0.044
7	1,900	0.044
8	1,899	0.044
9	2,234	0.051
10	2,213	0.051
11	1,886	0.043
12	1,914	0.044
13	1,941	0.044
14	1,968	0.045
15	1,672	0.038
16	2,312	0.053
17	2,212	0.051
18	2,991	0.069
TOTAL	36,551	0.839
TRACT 999	5,490	0.126
GRAND TOTAL	42,041	0.965



REVISIONS

HARMSEN & ASSOCIATES INC
 ENGINEERS SURVEYORS
 (360) 794-7811
 (206) 843-5903
 FAX: (360) 805-9732
 125 E MAIN STREET, SUITE 104
 P.O. BOX 516
 MONROE, WA 98272



PRELIMINARY PLAT OF FOXBOROUGH
 17417 WEST MAIN STREET
 MONROE, WASHINGTON
 COVER SHEET

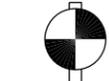
DWN. BY: DWH
 CHK. BY: SRM
 DATE: 4-20-16
 JOB #: 16-002
 SCALE: N/A



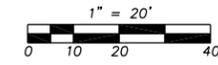
P1

CITY OF MONROE
FOXBOROUGH
 PRELIMINARY PLAT
 FILE NO. PL 2016-01

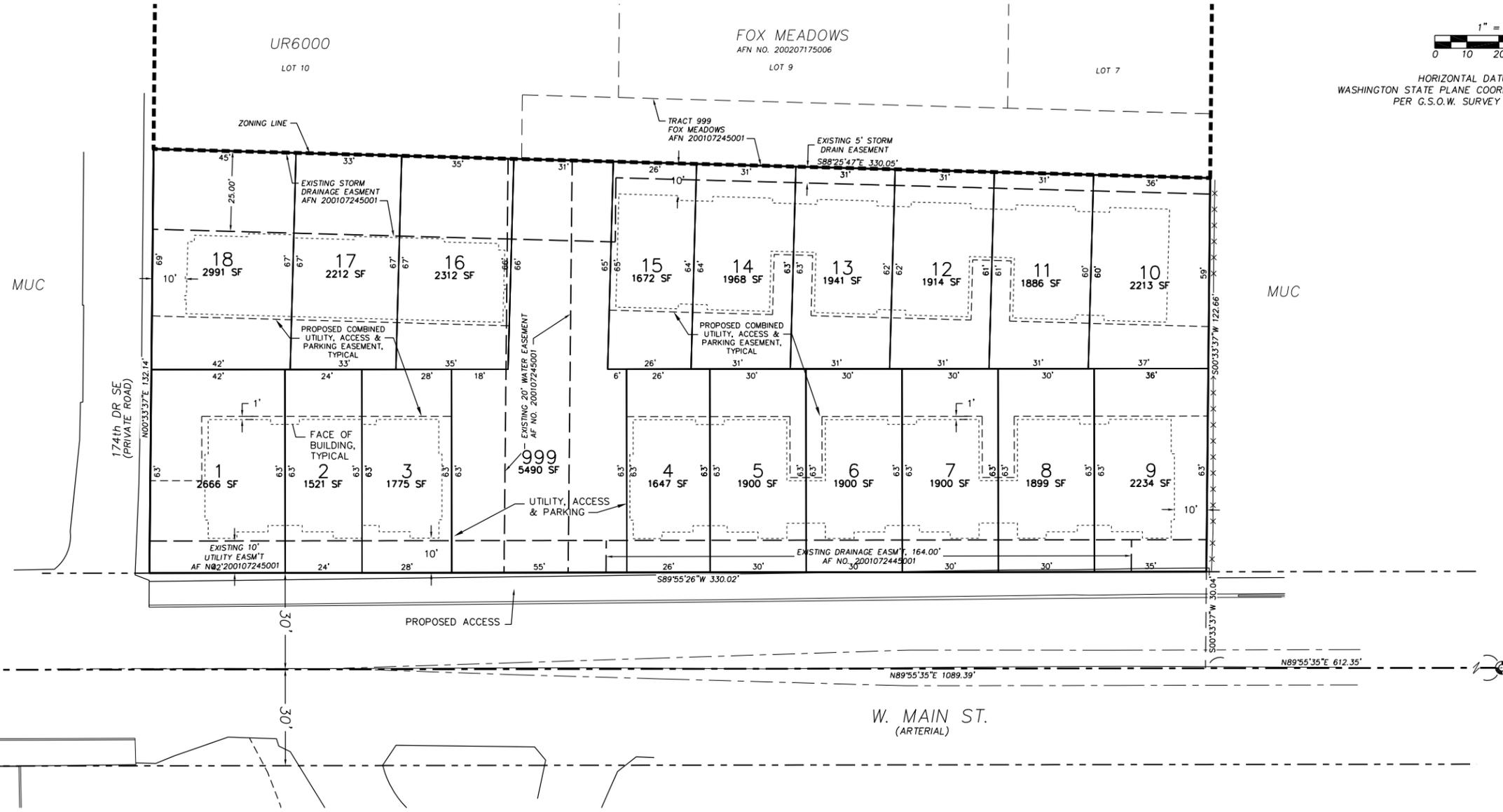
SECTION 2, TOWNSHIP 27 NORTH, RANGE 6 EAST, W.M.



VERTICAL DATUM
 NAVD 88
 ESTABLISHED BY GPS



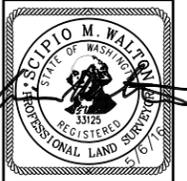
HORIZONTAL DATUM: NAD 83/91
 WASHINGTON STATE PLANE COORDINATE SYSTEM - NORTH ZONE
 PER G.S.O.W. SURVEY CONTROL DATABASE



PRELIMINARY PLAT MAP

REVISIONS

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PRELIMINARY PLAT OF FOXBOROUGH
 17417 WEST MAIN STREET
 MONROE, WASHINGTON
 PRELIMINARY PLAT MAP

DWN. BY: DWH
 CHK. BY: SRM
 DATE: 4-20-16
 JOB #: 16-002
 SCALE: 1" = 20'



P2



MONROE CITY COUNCIL

Agenda Bill No. 16-148

SUBJECT:	Ordinance No. 019/2016, Authorizing Water and Sewer Revenue and Refunding Bonds; First Reading
-----------------	---

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
11/01//2016	Finance	Dianne Nelson	Dianne Nelson	New Business #1

Discussion: 11/01/2016

Attachments: 1. Proposed ordinance

REQUESTED ACTION: Move to accept as first reading Ordinance No. 019/2016, an ordinance authorizing the issuance and sale of two or more series of water and sewer revenue and refunding bonds of the City in the aggregate principal amount of not to exceed \$16,700,000 to provide funds to refund certain outstanding water and sewer bonds of the City and to make improvements to the water, sewer, and stormwater management systems of the City; fixing or setting parameters with respect to certain terms and covenants of each series of the bonds; appointing the City’s designated representative to approve the final terms of the sale of each series of the bonds; and providing for other related matters.

DESCRIPTION/BACKGROUND

This ordinance authorizes two bond issues: the 2016 Revenue Refunding Bonds, and the 2017 Revenue Bonds. These bonds are backed by the combined utilities of the City (water, sewer, and storm drainage), and are not a pledge of governmental taxing authority.

The 2016 Revenue Refunding Bonds are to defease some of the existing utility bonded debt to take advantage of lower interest rates. The City currently has outstanding utility bonds from 2005, 2009, and 2011. Some of these bonds are carrying higher interest rates than what the current market shows, and can be replaced with refunding bonds at a lower interest rate. It is estimated that total savings over the life of the bonds will be approximately \$500,000. The amount of debt to be refunded/reissued is approximately \$10 million.

The 2017 Revenue Bonds are a new issuance of debt for the combined utilities. These bonds are for construction of a public works shop, lunch room, locker room and emergency coordination center, and Storm Drainage System capital improvements. The estimated cost of the project to be funded with bond proceeds is estimated to be \$6,000,000.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

Bond interest rates are market driven. Rates are low right now.

CITY OF MONROE, WASHINGTON
WATER AND SEWER REVENUE REFUNDING BONDS, 2016
AND
WATER AND SEWER REVENUE BONDS, 2017

ORDINANCE NO. 019/2016

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TWO OR MORE SERIES OF WATER AND SEWER REVENUE AND REFUNDING BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$16,700,000 TO PROVIDE FUNDS TO REFUND CERTAIN OUTSTANDING WATER AND SEWER BONDS OF THE CITY AND TO MAKE IMPROVEMENTS TO THE WATER, SEWER AND STORMWATER MANAGEMENT SYSTEMS OF THE CITY; FIXING OR SETTING PARAMETERS WITH RESPECT TO CERTAIN TERMS AND COVENANTS OF EACH SERIES OF THE BONDS; APPOINTING THE CITY'S DESIGNATED REPRESENTATIVE TO APPROVE THE FINAL TERMS OF THE SALE OF EACH SERIES OF THE BONDS; AND PROVIDING FOR OTHER RELATED MATTERS

PASSED: November 15, 2016

Prepared by:

FOSTER PEPPER PLLC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400

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*This table of contents and the cover page hereof are included for convenience of reference only and are not a part of this ordinance.

CITY OF MONROE
ORDINANCE NO. 017/2016

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TWO OR MORE SERIES OF WATER AND SEWER REVENUE AND REFUNDING BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$16,700,000 TO PROVIDE FUNDS TO REFUND CERTAIN OUTSTANDING WATER AND SEWER BONDS OF THE CITY AND TO MAKE IMPROVEMENTS TO THE WATER, SEWER AND STORMWATER MANAGEMENT SYSTEMS OF THE CITY; FIXING OR SETTING PARAMETERS WITH RESPECT TO CERTAIN TERMS AND COVENANTS OF EACH SERIES OF THE BONDS; APPOINTING THE CITY'S DESIGNATED REPRESENTATIVE TO APPROVE THE FINAL TERMS OF THE SALE OF EACH SERIES OF THE BONDS; AND PROVIDING FOR OTHER RELATED MATTERS

WHEREAS, the City of Monroe, Washington (the "City") owns, operates and maintains a water supply and distribution system and a sanitary sewage collection and disposal system, which systems were combined by Ordinance No. 1003 of the City, passed on December 23, 1992 (together, the "Water and Sewer System"), and also owns, operates and maintains a stormwater management utility system (the "Stormwater Management System"), which was combined with the Water and Sewer System by Ordinance No. 015/2011 of the City, passed on June 14, 2011 (the combined systems, including all additions thereto and betterments and extensions thereof at any time made, to be hereinafter referred to as the "System"), as authorized by RCW 35.67.331; and

WHEREAS, the City issued its Water and Sewer Revenue Refunding Bond, 2005 (the "2005 Bond"), pursuant to Ordinance No. 020/2005, currently outstanding in the aggregate principal amount of \$2,929,000; and

WHEREAS, the City issued its Water and Sewer Revenue and Refunding Bonds, 2009 (the "2009 Bonds"), pursuant to Ordinance No. 009/2009, currently outstanding in the aggregate principal amount of \$1,765,000; and

WHEREAS, Ordinance No. 009/2009 provides that certain of the 2009 Bonds may be redeemed prior to their stated maturities; and

WHEREAS, the City issued its Water and Sewer Revenue Bonds, 2011 (the "2011 Bonds"), pursuant to Ordinance No. 015/2011, currently outstanding in the aggregate principal amount of \$13,165,000; and

WHEREAS, Ordinance No. 015/2011 provides that certain of the 2011 Bonds may be redeemed prior to their stated maturities; and

WHEREAS, Ordinances Nos. 020/2005, 009/2009, and 015/2011, authorizing the 2005 Bond, the 2009 Bonds, and the 2011 Bonds, respectively, provide that the City may issue additional water and sewer revenue bonds on a parity with the 2005 Bond, the 2009 Bonds, and the 2011 Bonds if certain conditions are met; and

WHEREAS, the City wishes to construct a public works shop, lunch room, locker room and emergency operations center (the "Project"); and

WHEREAS, the City deems it necessary and advisable to issue revenue refunding bonds (the "2016 Bonds") in one or more series, if interest rates are favorable, to refund a portion of the outstanding 2009 Bonds, and 2011 Bonds, and wishes to issue the 2016 Bonds on a parity with the 2005 Bond, remaining 2009 Bonds, and remaining 2011 Bonds (the "Outstanding Parity Bonds"), as permitted under the ordinances authorizing the issuance of the Outstanding Parity Bonds; and

WHEREAS, the City deems it necessary and advisable to issue revenue bonds (the "2017 Bonds") in one or more series to provide funds to finance or reimburse the City for capital improvements to the System, and wishes to issue the 2017 Bonds on a parity with the Outstanding Parity Bonds, and the 2016 Bonds, as permitted under this ordinance and the ordinances authorizing the issuance of the Outstanding Parity Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, AS FOLLOWS:

Section 1. Definitions. As used in this ordinance the following terms shall have the following meanings:

Acquired Obligations means those United States Treasury Certificates of Indebtedness, Notes, and Bonds--State and Local Government Series and other direct, noncallable obligations of the United States of America purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

Adjusted Annual Debt Service means Annual Debt Service minus (1) an amount equal to ULID Assessments collected or due in that year and not delinquent and (2) Annual Debt Service provided for by Parity Bond proceeds.

Annual Debt Service for any fiscal year or calendar year means the sum of:

- A. the interest due in such year on all outstanding Parity Bonds excluding, however, interest to be paid from the proceeds of Parity Bonds,
- B. the principal of all outstanding Serial Bonds due in such year, and
- C. the principal amount of Term Bonds required to be purchased, redeemed or paid at maturity in such year as established by the ordinance of the City authorizing the issuance of such Term Bonds.

If the interest rate on any such bonds is other than a fixed rate, the rate applicable at the time of the computation shall be used.

With the consent of the appropriate percentage of owners of the Outstanding Parity Bonds, the City may pass a supplemental ordinance supplementing this ordinance for the purpose of providing that in calculating the Annual Debt Service, the City may exclude any direct payment the City is expected to receive in respect of any Future Parity Bonds for which the federal government will provide the City with a direct payment of a portion of the interest from the interest portion of Annual Debt Service. The owners of the 2011 Bonds, 2016 Bonds and 2017 Bonds by taking and holding the same shall be deemed to have consented to the adoption of the supplemental ordinance.

Bond Fund means that special fund of the City known as the “Water and Sewer Revenue Bond Fund” previously created for the payment of the principal of and interest on the Parity Bonds.

Bond Purchase Agreement means each offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

Bond Register means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

Bond Registrar or **Registrar** means the Fiscal Agent, or any successor bond registrar selected by the City.

Bonds mean the 2016 Bonds and 2017 Bonds.

City means the City of Monroe, Washington, a municipal corporation duly organized and existing under the laws of the State of Washington.

City Clerk means the duly qualified, appointed and acting City Clerk of the City, or any other officer who succeeds to the duties now delegated to that office.

Code means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

Construction Account means the account designed by the Finance Director for deposit of proceeds of the 2017 Bonds.

Costs of Maintenance and Operation means all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expenses, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the System, municipal taxes or payments to the City in lieu of taxes.

Council means the legislative authority of the City, as duly and regularly constituted from time to time.

DTC means The Depository Trust Company, New York, New York, or its nominee.

Designated Representative means the officer of the City appointed in Section 5 of this ordinance to serve as the City's designated representative in accordance with RCW 39.46.040(2).

Final Terms means the terms and conditions for the sale of each Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes).

Finance Director means the duly qualified, appointed and acting Finance Director of the City or any other officer who succeeds to the duties now delegated to that office.

Fiscal Agent means the fiscal agent of the State, as the same may be designated by the State from time to time.

Future Parity Bonds means all revenue bonds of the City hereafter issued and having a lien upon the Revenue Fund for the payment of the principal thereof and interest thereon equal to the lien upon such fund for the payment of the principal of and interest on the Parity Bonds.

Government Obligations has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

Issue Date means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Underwriter in exchange for the purchase price of that Bond.

Letter of Representations means the Blanket Issuer Letter of Representations between the City and DTC, dated June 12, 1996, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

MSRB means the Municipal Securities Rulemaking Board.

Net Revenue means the Revenue of the System, less the Costs of Maintenance and Operation.

Official Statement means the offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of each Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

Parity Bonds means the 2005 Bond, the 2009 Bonds, the 2011 Bonds, the 2016 Bonds, the 2017 Bonds and any Future Parity Bonds.

Project means the additions and betterments to the System authorized by Section 2 hereof.

Rating Agency means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

Record Date means the Bond Registrar's close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 8.

Refunded Bonds means all or a portion of the Refunding Candidates selected by the Designated Representative to be refunded with proceeds of the 2016 Bonds and included in the Refunding Plan.

Refunding Candidates means the 2009 Refunding Candidates and the 2011 Refunding Candidates.

Refunding Plan means:

A. the placement of sufficient proceeds of the 2016 Bonds which, with other money of the City, if necessary, may be used to acquire the Acquired Obligations to be deposited, with cash, if necessary, with the Refunding Trustee;

B. the payment of the principal of and interest on the Refunded Bonds when due up to and including August 1, 2019 (for the 2009 Refunding Candidates), and June 1, 2021 (for the 2011 Refunding Candidates), and the call, payment, and redemption on such dates, of all of the then-outstanding Refunded Bonds at a price of par; and

C. may include the payment of the costs of issuing the 2016 Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

Refunding Trust Agreement means a Refunding Trust Agreement between the City and the Refunding Trustee.

Refunding Trustee means the trustee or escrow agent or any successor trustee or escrow agent serving as refunding trustee to carry out the Refunding Plan.

Registered Owner means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

Repair and Replacement Fund means the fund of that name created pursuant to Ordinance No. 1021.

Reserve Account means the account of that name created in the Bond Fund for the purpose of securing the payment of the principal of and interest on the Parity Bonds.

Reserve Insurance means any bond insurance, letter of credit, guaranty, surety bond or similar credit enhancement device obtained by the City equal to part or all of the Reserve Requirement for any Parity Bonds, which is issued by an institution that has been assigned a credit rating at the time of issuance of the device in one of the two highest rating categories of Moody's Investors Service and S&P Global Ratings, or their comparably recognized business successors.

Reserve Requirement means, as of any date, an amount equal to the lesser of (1) 125% of average Annual Debt Service for the Parity Bonds, or (2) maximum Annual Debt Service for the Parity Bonds, but in no case shall such amount exceed 10% of the net proceeds of such series of Bonds.

Revenue Fund means, collectively the following funds: (1) the special fund of the City created by Section 3 of Ordinance No. 1003 known as the "Water and Sewer Revenue Fund" into which the City has pledged to pay all water and sewer revenues, as collected, and the (2) Storm Drainage Revenue Fund" into which the City has pledged to pay all of the revenue of the Stormwater Management Utility, as collected.

Revenue of the System means all earnings, revenue and money, except ULID Assessments, received by the City from or on account of the operation of the System, including proceeds from the sale, lease or other disposition of any of the properties or facilities of the System and the income from investments of money in the Revenue Fund and the Bond Fund or from any other investment thereof except the income from investments irrevocably pledged to the payment of revenue bonds pursuant to a plan of retirement or refunding. "Revenue of the System" shall also include any federal or state reimbursements of operating expenses to the extent that such expenses are included as "Costs of Maintenance and Operation."

Rule 15c2-12 means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

SEC means the United States Securities and Exchange Commission.

Securities Depository means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

Serial Bonds means Parity Bonds other than Term Bonds.

Series of the Bonds or **Series** means a series of the Bonds issued pursuant to this ordinance.

State means the State of Washington.

Stormwater Management Utility means the storm drainage system of the City, which has been combined with the Water and Sewer System.

System means the combined Water and Sewer System of the City and the Stormwater Management Utility as they now exist and as they may be added to, improved and extended for as long as any of the Parity Bonds are outstanding. The City may separate the Stormwater Management Utility from the water and sewerage system at a later date.

Term Bonds means any Parity Bonds that are designated “Term Bonds” pursuant to an ordinance that authorizes the issuance of those bonds and provides for mandatory sinking fund payments and mandatory redemption of such Term Bonds.

2005 Bond means the Water and Sewer Revenue Refunding Bond, 2005 issued pursuant to Ordinance No. 020/2005.

2009 Bonds means the Water and Sewer Revenue and Refunding Bonds, 2009 issued pursuant to Ordinance No. 009/2009.

2009 Refunding Candidates means the 2009 Bonds maturing on and after August 1, 2020, issued pursuant to Ordinance No. 009/2009, the refunding of which has been provided for by this ordinance.

2011 Bonds means the Water and Sewer Revenue Bonds, 2011 issued pursuant to Ordinance No. 015/2011.

2011 Refunding Candidates means the 2011 Bonds maturing on and after December 1, 2022, issued pursuant to Ordinance No. 015/2011, the refunding of which has been provided for by this ordinance.

2016 Bonds mean the City’s Water and Sewer Revenue Refunding Bonds, 2016, in one or more series, authorized to be issued pursuant to this ordinance.

2017 Bonds mean the City’s Water and Sewer Revenue Bonds, 2017, in one or more series, authorized to be issued pursuant to this ordinance.

ULID Assessments means all assessments (including any interest and penalties) levied in a utility local improvement district of the City for the acquisition or construction of improvements to and extensions of the System if those assessments are pledged to be paid into the Bond Fund, not including any prepaid assessments paid into a construction account.

Undertaking means the undertaking to provide continuing disclosure entered into pursuant to Section 27 of this ordinance.

Underwriter means D.A. Davidson & Co., Seattle, Washington.

Water and Sewer System means the combined water and sewerage system of the City, as the same may be added to, improved and extended.

Section 2. The Project. The Council hereby finds and determines that the public interest requires that the City construct a public works shop, lunch room, locker room and emergency operations center and other capital improvements to the System (collectively, the "Project"). The Council hereby adopts the Project as a plan and system for additions and betterments to the System. The estimated cost of the Project to be funded with bond proceeds is estimated to be \$6,000,000.

In carrying out such Project, the City shall acquire and install all equipment and appurtenances necessary for its proper operation, and shall acquire by purchase, lease or condemnation all property, both real and personal, or any interest therein, and all rights-of-way, franchises, and easements necessary to carry out the plan. The Project shall be subject to such changes as to details of size or location or any other details of the Project as may be authorized by the City either prior to or during the actual course of construction.

Section 3. Compliance with Parity Conditions. The Council hereby finds, as required by Section 11 of Ordinance No. 020/2005, Section 18 of Ordinance No. 009/2009 and Section No. 17 of Ordinance No. 015/2011, as follows:

First, that at the time of adoption of this ordinance and at the time of the issuance and delivery of each Series of the Bonds there is not nor will there be any deficiency in the Bond Fund;

Second, Section 13 of this ordinance provides that all ULID Assessments shall be paid directly into the Principal and Interest Account in the Bond Fund;

Third, Section 12 of this ordinance provides for the deposit into the Reserve Account of the amount necessary to fund the Reserve Requirement upon the issuance of each Series of the Bonds; and

Fourth, on or before the Issue Date of each Series of the Bonds there shall be on file with the City a certificate of the Finance Director demonstrating that during any 12 consecutive calendar months out of the immediately preceding 24 calendar months Net Revenue was at least equal to 1.05 times Annual Debt Service for all Parity Bonds plus the Bonds (and assuming that the debt service of the Bonds for that twelve-month period was the average Annual Debt Service for those Bonds).

The parity conditions contained in Ordinances Nos. 020/2005, 009/2009, and 015/2011, having been complied with or assured, the payments required in this ordinance to be made out of the Revenue Fund into the Bond Fund and Reserve Account to pay and secure the payment of the principal of and interest on each Series of the Bonds shall constitute a lien and charge upon the money in the Revenue Fund equal in rank with the lien and charge thereon for the payments required to be made into the Bond Fund to pay and secure the payment of the principal of and interest on the 2005 Bond, the 2009 Bonds, and the 2011 Bonds.

Section 4. Authorization of the Bonds. The City shall now issue and sell its water and sewer revenue refunding bonds to provide funds to refund certain outstanding 2009 Bonds and 2011 Bonds, to fund the Reserve Account, if necessary, and to pay costs of issuance of the 2016 Bonds. The City shall now issue and sell its water and sewer revenue bonds to provide funds to pay costs of the Project, to fund the Reserve Account, if necessary, and to pay costs of issuance of the 2017 Bonds.

Section 5. Description of the Bonds; Appointment of Designated Representative. The Finance Director, or the City Administrator in the absence of the Finance Director, is appointed as the City's Designated Representative and is authorized and directed to conduct the sale of each Series of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as she or he deems advisable, within the following parameters:

A. *Principal Amount.* The 2016 Bonds may be issued in one or more series and shall not exceed the aggregate principal amount of \$10,000,000. The 2017 Bonds may be issued in one or more series and shall not exceed the aggregate principal amount of \$6,700,000.

B. *Date or Dates.* The Bonds shall be dated as of their date of delivery to the Underwriter, which dates may not be later than December 31, 2017.

C. *Denominations, Series Designation.* The Bonds must be issued in Authorized Denominations, shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.

D. *Interest Rates.* The Bonds shall bear interest at fixed rates per annum (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent interest payment date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds, provided that no rate of interest for any Bond may exceed 5.00%, and the true interest cost to the City for each Series of the Bonds may not exceed 4.00%.

E. *Payment Dates.* Interest must be payable at fixed rates semiannually on such dates as are acceptable to the Designated Representative, commencing no later than one year following the Issue Date of each Series of the Bonds. Principal payments shall commence on a payment date acceptable to the Designated Representative and must be payable at maturity or in mandatory redemption installments on such dates as are acceptable to the Designated Representative.

F. *Final Maturity.* The 2016 Bonds shall mature no later than December 1, 2031, and the 2017 Bonds shall mature no later than December 1, 2036.

G. *Savings.* There is a minimum aggregate net present value savings of 4.00% of the Refunded Bonds.

H. *Redemption Rights.* In her or his discretion, the Designated Representative may approve provisions for the optional and mandatory redemption of each Series of the Bonds, as follows:

(1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date or (B) not subject to redemption prior to its maturity date.

(2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity.

I. *Price.* The purchase price for each Series of the Bonds may not be less than 98% or more than 130% of the stated principal amount of each Series of the Bonds.

J. *Other Terms and Conditions.*

(1) The Bonds may be sold in accordance with Section 25 of this ordinance.

(2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance, other credit enhancement or Reserve Insurance; and may accept such additional terms, conditions and covenants as she or he may determine are in the best interests of the City, consistent with this ordinance.

Section 6. Bond Registrar; Registration and Transfer of Bonds.

A. *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

B. *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of each Series of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver each Series of Bonds transferred or exchanged in accordance with the provisions of each Series of the Bonds and this ordinance, to serve as the City's paying agent for each Series of the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

C. *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner.

A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

D. *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 7. Payment of Bonds. Both principal of and interest on each Series of the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be paid by checks or drafts of the Bond Registrar mailed on the interest payment date to the registered owners at the addresses appearing on the Bond Register on the 15th day of the month preceding the interest payment date (the "record date") or, if requested in writing by a registered owner of \$1,000,000 or more in principal amount of Bonds prior to the applicable record date, by wire transfer on the interest payment date. Principal of each Series of the Bonds shall be payable upon presentation and surrender of the Bonds by the registered owners to the Bond Registrar. Notwithstanding the foregoing, for as long as the Bonds are registered in the name of DTC or its nominee, payment of principal of and interest on each Series of the Bonds shall be made in the manner set forth in the Letter of Representations.

Section 8. Redemption Provisions and Purchase of Bonds.

A. *Optional Redemption.* Each Series of the Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated

Representative, as set forth in the Bond Purchase Agreements, consistent with Section 5.

B. *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreements, consistent with the parameters set forth in Section 5 and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreements. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

C. *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

D. *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

E. *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time prior to the scheduled optional redemption date.

Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

F. *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

G. *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 9. Failure to Redeem Bonds. If any Bond is not redeemed when properly presented at its maturity or call date, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or call date until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the bond redemption fund hereinafter created and the Bond has been called for payment by giving notice of that call to the registered owner of each of those unpaid Bonds.

Section 10. Revenue Fund. The City shall deposit all Revenue of the System as collected into the two special funds of the City known as the "Water and Sewer Revenue Fund" and the "Storm Drainage Revenue Fund" (together, the "Revenue Fund"). The money in the Revenue Fund shall be kept segregated from and all other money of the City.

The Revenue of the System deposited in the Revenue Fund shall be used only for the following purposes and in the following order of priority:

FIRST, to pay the Costs of Maintenance and Operation;

SECOND, to make all payments required to be made into the Bond Fund to pay the interest on any Parity Bonds;

THIRD, to make all payments required to be made into the Bond Fund to pay the maturing principal of any Parity Bonds and to make all payments required to be made into the Bond Fund to provide for the mandatory redemption of any Term Bonds;

FOURTH, to make all payments required to be made into the Reserve Account to secure the payment of the principal of and interest on outstanding Parity Bonds and to make all payments required to be made pursuant to a reimbursement agreement or agreements (or other equivalent documents) in connection with Reserve Insurance;

FIFTH, to make all payments required to be made into any revenue bond redemption fund, revenue warrant redemption fund, debt service account, reserve account or bond retirement account created to pay and secure the payment of the principal of and interest on any revenue bonds, or revenue warrants or other revenue obligations of the City having a lien upon Revenue of the System junior and inferior to the

lien thereon for the payment of the principal of and interest on the Parity Bonds, including the City's public trust fund loans;

SIXTH, to make any required payments into the Repair and Replacement Fund; and

SEVENTH, to retire by redemption or purchase in the open market any outstanding Parity Bonds, warrants or other revenue obligations of the System, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

Section 11. Disposition of Bond Proceeds.

A. The 2016 Bond proceeds shall be deposited as follows:

(1) Any amounts, together with amounts in the Reserve Account, necessary to satisfy the Reserve Requirement shall be deposited into the Reserve Account.

(2) The balance of the 2016 Bond proceeds shall be deposited with the Refunding Trustee as provided in Section 22.

B. The 2017 Bond proceeds shall be deposited as follows:

(1) Any amounts, together with amounts in the Reserve Account, necessary to satisfy the Reserve Requirement shall be deposited into the Reserve Account.

(2) The balance of the 2017 Bond proceeds shall be deposited into the Construction Account and used to pay costs of the Project and costs of issuing the 2017 Bonds. Money remaining in the Construction Account after all of such costs have been paid or reimbursed, or the Council determines not to construct portions of such Project, may be used to pay costs of other legally authorized capital expenditures of the System or shall be deposited in the Bond Fund. Money in the Construction Account may be invested as permitted by law. All interest earned and profits derived from such investments shall be retained in and become a part of the Construction Account or deposited into the Bond Fund.

Section 12. Bond Fund and Accounts. A special fund of the City known as the "Water and Sewer Revenue Bond Fund" (the "Bond Fund") was previously created in the office of the Finance Director and consists of (i) a Principal and Interest Account (the "Principal and Interest Account") for the purpose of paying principal, interest and sinking fund payments for the Parity Bonds and (ii) a Reserve Account (the "Reserve Account") for the purpose of securing the payment of Parity Bonds.

A. *Principal and Interest Account.* The City shall pay into the Principal and Interest Account all ULID Assessments and, so long as the Parity Bonds remain outstanding, out of Net Revenue, (i) on or prior to each interest payment date, an amount sufficient to pay the interest due and payable on the Parity Bonds on such interest payment date, and (ii) on or prior to each principal payment date or mandatory sinking

fund payment date, an amount sufficient to pay the principal or sinking fund payment of the Parity Bonds due and payable on such date.

B. *Reserve Account.* The City covenants that on each Issue Date, it will pay into the Reserve Account, Bond proceeds or other City funds, in an amount equal to the Reserve Requirement for the Parity Bonds. In calculating the Reserve Requirement at any time, investments in the Reserve Account shall be valued at their then current market value.

The City may provide all or part of the Reserve Requirement with Reserve Insurance, which insurance shall not be cancelable on less than three years' notice. On receipt of a notice of cancellation or if the entity providing the Reserve Insurance no longer meets the requirement specified herein, the City shall substitute Reserve Insurance or establish a special account in the Revenue Fund and make 36 approximately equal monthly deposits into such account in an amount sufficient, together with other money and investments on deposit in the Reserve Account, to equal the Reserve Requirement in effect as of the date the cancellation or disqualification of the entity becomes effective. Except for withdrawals therefrom and payments over time as authorized herein, the Reserve Account shall be maintained at the Reserve Requirement, as it is adjusted from time to time, at all times so long as any Parity Bonds are outstanding. For the purpose of determining the amount credited to the Reserve Account, obligations in which money in the Reserve Account has been invested shall be valued at the greater of cost or accreted value.

In the event that there shall be a deficiency in the Principal and Interest Account in the Bond Fund to meet maturing installments of either principal, sinking fund payments or interest, as the case may be, such deficiency shall be made up from the Reserve Account by the withdrawal of cash therefrom for that purpose. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up within 12 months from ULID Assessments and Net Revenue available after making necessary provision for the required payments into the Principal and Interest Account. The money in the Reserve Account may be applied against the last outstanding bonds payable out of the Bond Fund, except that any money in the Reserve Account in excess of the Reserve Requirement may be deposited in any other fund or account and used for any lawful System purpose.

With the consent of the owners of not less than 65% in aggregate principal amount of Outstanding Parity Bonds, as provided in Section 20, the ordinance authorizing any Future Parity Bonds may establish a separate debt service reserve account for any such Future Parity Bonds and set forth the reserve account requirement for such bonds or provide that some or all of such Future Parity Bonds be secured by the Reserve Account. The owners of the 2016 Bonds and 2017 Bonds by taking and holding the same shall be deemed to have consented to the adoption by the City of such supplemental ordinance.

C. *Investments.* All money in the Bond Fund may be invested in any legal investment permitted to the City by law maturing, for investments in the Principal and Interest Account, not later than when the funds are required for the payment of principal or interest and, for investments in the Reserve Account, maturing not later than

the last maturity of any then outstanding Parity Bonds. Interest earned on any such investments shall be deposited in and become a part of that account.

Section 13. Revenue Pledge. The Net Revenue is hereby pledged to the payment of each Series of the Bonds. The charge or lien upon the Net Revenue for each Series of the Bonds shall be equal to the charge or lien upon the Net Revenue to pay and secure the payment of the principal of and interest on the 2005 Bond, the 2009 Bonds, the 2011 Bonds and any Future Parity Bonds, prior and superior to any other charges of any kind or nature whatsoever.

The Council hereby declares that in creating the Bond Fund and in fixing the amounts to be paid into it, it has considered and had due regard for the Costs of Maintenance and Operation and has not and will not set aside into the Bond Fund a greater amount or proportion of the revenues and proceeds than in its judgment will be available over and above the Costs of Maintenance and Operation and the debt service requirements for the outstanding Parity Bonds.

Section 14. General Covenants. The City hereby covenants and agrees with the owners of each Series of the Bonds as follows:

A. *Establishment and Collection of Rates and Charges; Coverage.* It will establish, maintain and collect such rates and charges for use of services and facilities of the System and all commodities sold, furnished or supplied by the System, and shall adjust such rates and charges from time to time so long as any of the Parity Bonds are outstanding so that:

(1) Revenue of the System and ULID Assessments will at all times be sufficient (a) to pay all Costs of Maintenance and Operation; (b) to pay the principal of and interest on any outstanding Parity Bonds, as and when the same shall become due and payable; (c) to make all payments required to be made for mandatory redemption of any Term Bonds; (d) to make when due all payments that the City is required to make into the Reserve Account and the Repair and Replacement Fund; (e) to make all other payments that the City is required to make pursuant to this ordinance; and (f) to pay all taxes, assessments or other governmental charges lawfully imposed on the System or the revenue therefrom or payments in lieu thereof and any and all other amounts that the City may now and hereafter become obligated to pay from the Revenue of the System by law or contract; and

(2) Net Revenue in any calendar year shall equal at least 1.05 times Adjusted Annual Debt Service.

B. *Maintenance and Operation Standards.* It will at all times (1) maintain and keep the System in good repair, working order and condition, (2) operate the System in an efficient manner and at a reasonable cost and (3) comply in all material respects with all federal, state and municipal laws, regulations and court orders applicable to the System or, in the case of any noncompliance, by taking all reasonable steps with due diligence to return to such compliance.

C. *Sale or Disposition of System or Property.* It will not sell, lease, mortgage or in any manner encumber or dispose of all the property of the System, unless provision is made for the payment into the Bond Fund of a sum sufficient to pay the principal of and interest on all Parity Bonds at any such time outstanding; and it will not sell, lease, mortgage or in any manner encumber or dispose of any part of the property of the System that comprises more than 5% of the total assets of the System that is used, useful and material to the operation thereof, unless provision is made for the replacement thereof, or for payment into the Bond Fund of the total amount of revenue received which shall not be less than an amount which shall bear the same ratio to the amount of the then outstanding Parity Bonds as the revenue available for debt service for such outstanding Parity Bonds for the 12 months preceding such sale, lease, encumbrance or disposal from the portion of the utility sold, leased, encumbered or disposed of bears to the revenue available for debt service for outstanding Parity Bonds from the entire System for the same period. Any such money so paid into the Bond Fund shall be used to retire Parity Bonds then outstanding at the earliest possible date.

D. *Books and Accounts.* It will, while any Parity Bonds remain outstanding, keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish the owners of Parity Bonds, at the written request of such owners, complete operating and income statements of the System in reasonable detail covering any calendar year not more than 120 days after the close of such calendar year. Upon request of any owner of any outstanding Parity Bonds, it will also furnish to such owner a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof.

E. *No Free Service.* Except to aid the poor or infirm or if otherwise permitted by law, it will not furnish water, sanitary sewage disposal or storm drainage service to any customer whatsoever free of charge and will promptly take legal action to enforce collection of all delinquent accounts.

F. *Maintenance of Insurance.* It at all times will carry fire and extended coverage, public liability and property damage and such other forms of insurance with responsible insurers and with policies payable to the City on such of the buildings, equipment, works, plants, facilities and properties of the System as are ordinarily carried by municipal or privately owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately owned utilities engaged in the operation of like systems, or it will self-insure or will participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the City, to protect the System and the owners of the Parity Bonds against loss.

G. *Provision for Costs of Maintenance and Operation.* It will pay Costs of Maintenance and Operation and the debt service requirements of the Parity Bonds and otherwise meet the obligations of the City herein set forth.

Section 15. Tax Covenants; Designation of Series of Bonds as “Qualified Tax Exempt Obligations.”

A. *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on each Series of the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of each Series of the Bonds or other funds of the City treated as proceeds of each Series of the Bonds that will cause interest on each Series of the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

B. *Post-Issuance Compliance.* The Finance Director is authorized and directed to adopt and implement the City’s written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

C. *Designation of Bonds as “Qualified Tax-Exempt Obligations.”* A Series of the Bonds may be designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

(1) the Series does not constitute “private activity bonds” within the meaning of Section 141 of the Code;

(2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and

(3) the amount of tax-exempt obligations, including the Series, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 16. Future Parity Bonds. The City reserves the right to issue Future Parity Bonds if the following conditions shall be met and complied with at the time of issuance of such Future Parity Bonds:

A. There shall be no deficiency in the Bond Fund.

B. The ordinance authorizing the Future Parity Bonds shall provide that all ULID Assessments shall be paid directly into the Bond Fund, except for any prepaid assessments permitted by law to be paid into a construction fund or account.

C. The ordinance authorizing the Future Parity Bonds shall provide for payment out of the Bond Fund of the principal thereof, interest thereon and the sinking fund payments for any Term Bonds.

D. The ordinance authorizing the Future Parity Bonds shall provide for the deposit into the Reserve Account of (i) an amount, if any, necessary to fund the Reserve Requirement upon the issuance of those Future Parity Bonds from Future Parity Bond proceeds or other money legally available, or (ii) Reserve Insurance or an amount plus Reserve Insurance necessary to fund the Reserve Requirement upon the issuance of those Future Parity Bonds, or (iii) amounts necessary to fund the Reserve Requirement from ULID Assessments and Net Revenue within five years from the date of issuance of those Future Parity Bonds, in five approximately equal annual payments.

E. There shall be on file with the City either:

(1) a certificate of the Finance Director demonstrating that during any 12 consecutive calendar months out of the immediately preceding 24 calendar months Net Revenue was at least equal to 1.05 times Annual Debt Service for all Parity Bonds plus the Future Parity Bonds proposed to be issued (and assuming that the debt service of the proposed Future Parity Bonds for that 12-month period was the average Annual Debt Service for those proposed bonds); or

(2) a certificate of an independent professional engineer licensed in the State of Washington or certified public accountant familiar with the operations and rate setting of facilities similar to the System showing that the Net Revenue determined and adjusted as hereafter provided for each calendar or fiscal year after the issuance of such Future Parity Bonds (the "Adjusted Net Revenue") will be at least equal to 1.05 times Adjusted Annual Debt Service.

The Adjusted Net Revenue shall be the Net Revenue for a period of any 12 consecutive months out of the 24 months immediately preceding the date of delivery of such proposed Future Parity Bonds as adjusted by such engineer or accountant to take into consideration changes in Net Revenue estimated to occur under the following conditions for each year after such delivery for so long as any Parity Bonds, including the Future Parity Bonds proposed to be issued, shall be outstanding:

(a) the additional Net Revenue that would have been received if any change in rates and charges adopted prior to the date of such certificate and subsequent to the beginning of such 12-month period, had been in force during the full 12-month period;

(b) the additional Net Revenue that would have been received if any facility of the System that became fully operational after the beginning of such 12-month period had been so operating for the entire period;

(c) the additional Net Revenue estimated by such engineer or accountant to be received as a result of any additions, betterments and improvements to and extensions of any facilities of the System that are (i) under

construction at the time of such certificate or (ii) will be constructed from the proceeds of the Future Parity Bonds to be issued;

(d) the additional Net Revenue that would have been received if any customers added to the System during such 12-month period had been customers for the entire period; and

(e) the additional Net Revenue estimated to be received from anticipated growth in customers during the next year, not to exceed 2% for any growth not attributable to annexation, after the delivery of such proposed Future Parity Bonds.

Such engineer or accountant may rely upon, and his/her certificate shall have attached thereto, financial statements of the System certified by the Finance Director showing income and expenses for the period upon which the same is based.

If the Future Parity Bonds proposed to be issued are for the sole purpose of refunding outstanding bonds payable from the Bond Fund, no such coverage certification shall be required if the Adjusted Annual Debt Service on the Parity Bonds after the issuance of the Future Parity Bonds is not, for any year in which the Parity Bonds being refunded were outstanding, more than \$5,000 over the Adjusted Annual Debt Service on the Parity Bonds prior to the issuance of those Future Parity Bonds.

Nothing herein contained shall prevent the City from issuing revenue bonds, notes or other obligations having a lien on the Revenue of the System subordinate to that of the Bonds or from pledging the payment of utility local improvement district assessments into a redemption fund or account created to pay and secure the payment of the principal of and interest on such subordinated obligations as long as such assessments are levied to pay part or all of the cost of improvements being constructed out of the proceeds of the sale of such subordinated obligations.

Section 17. Form of the Bonds. Each Series of the Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

No. _____ \$ _____

STATE OF WASHINGTON

CITY OF MONROE

WATER AND SEWER REVENUE [REFUNDING] BOND, [2016/2017]

INTEREST RATE: _____ MATURITY DATE: _____ CUSIP NO.: _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Monroe, Washington (the "City") a municipal corporation organized and existing under and by virtue of the laws of the State of Washington, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the City known as the "Water and Sewer Revenue Bond Fund" (the "Bond Fund") the Principal Amount indicated above and to pay interest thereon from the Bond Fund from the date of this bond, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above, payable semiannually on the first days of each June and December beginning on _____, 20___. The principal of, premium, if any, and interest on this bond are payable in lawful money of the United States of America. Interest shall be paid as provided in the Blanket Issuer Letter of Representations (the "Letter of Representations") by the City to The Depository Trust Company ("DTC"). Principal shall be paid as provided in the Letter of Representations to the Registered Owner or assigns upon presentation and surrender of this bond at the office of the fiscal agent of the State of Washington (the "Bond Registrar"). Capitalized terms used in this bond which are not specifically defined have the meanings given such terms in Ordinance No. 019/2016 of the City (the "Bond Ordinance").

This bond is one of an authorized issue of bonds of the City of like date and tenor except as to number, amount, rate of interest and date of maturity in the aggregate principal amount of \$_____. This issue of bonds is authorized by the Bond Ordinance for the purpose of providing money to [pay costs of certain improvements to the/refund certain outstanding bonds of the] water and sewer and storm drainage systems of the City (the "System"), all in conformity with the laws of the State of Washington and ordinances of the City.

The City has irrevocably obligated and bound itself to deposit into the Bond Fund out of the revenue of the System or from such other money as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on such bonds.

The bonds of this issue are not general obligations of the City.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and duly adopted ordinances of the City. The City hereby covenants and agrees with the owner of this bond that it will keep and perform all the covenants of this bond and of the Bond Ordinance to be by it kept and performed, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the revenue of the System and to deposit into the Bond Fund and the reserve account created therein the various amounts required by the Bond Ordinance to be paid into and maintained in such fund and account, all within the times provided by the Bond Ordinance.

To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the revenue of the System into the Bond Fund and the reserve account therein shall be a lien and charge thereon equal in

rank to the lien and charge upon said revenue of the amounts required to pay and secure the payment of the principal of and interest on the City's Water and Sewer Revenue Refunding Bond, 2005, the City's Water and Sewer Revenue and Refunding Bonds, 2009, the City's Water and Sewer Revenue Bonds, 2011[, the City's Water and Sewer Revenue Refunding Bonds, 2016] and any revenue bonds of the City hereafter issued on a parity with the bonds of this issue, and superior to all other liens and charges of any kind or nature except the Costs of Maintenance and Operation of the System.

The City has further bound itself to maintain the System in good repair, working order and condition, to operate the same in an efficient manner and at a reasonable cost, and to establish, maintain and collect rates and charges for as long as any of the bonds of this issue are outstanding that will make available, for the payment of the principal thereof and interest thereon as the same shall become due, net revenue in an amount which will be at least equal to 1.05 times Adjusted Annual Debt Service.

The pledge of revenue of the System and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the bonds of this issue upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

The bonds are subject to redemption prior to their maturity as provided in the Bond Ordinance and in the Official Statement for the Bonds.

The bonds of this issue are interchangeable for bonds of any authorized denomination of equal aggregate principal amount and of the same interest rate and maturity upon presentation and surrender to the Bond Registrar.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done, and performed precedent to and in the issuance of this bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be imprinted or impressed hereon, all as of this ____ day of _____, 20__.

CITY OF MONROE, WASHINGTON

(SEAL)

By /s/ facsimile or manual
Mayor

ATTEST:

 /s/ facsimile or manual
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is one of the Water and Sewer Revenue [Refunding] Bonds, [2016/2017] of the City of Monroe, Washington, dated _____, 20__.

WASHINGTON STATE FISCAL
AGENT, Bond Registrar

By _____
Authorized Signer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER
IDENTIFICATION NUMBER OF TRANSFEREE

[Empty box for Social Security or Taxpayer Identification Number]

(Please print or typewrite name and address, including zip code, of Transferee)

the within bond and does hereby irrevocably constitute and appoint _____ of _____, or its successor, as agent to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____, _____.

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed pursuant to law.

Section 18. Execution of the Bonds. Each Series of the Bonds shall be signed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the seal of the City impressed or a facsimile thereof imprinted thereon.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been registered, or issued by the City, such Bonds may nevertheless be registered, delivered and issued and upon such registration, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds shall be the proper officers of the City although at the original date of the Bonds any such person shall not have been such officer of the City.

Section 19. Lost or Stolen Bonds. In case a Bond of each Series shall be lost, stolen or destroyed, the Bond Registrar may deliver a new bond of like amount, date, interest rate, tenor, and effect to the registered owner or nominee thereof upon the owner paying the expenses and charges of the City in connection therewith and upon filing with the Bond Registrar evidence satisfactory to said Bond Registrar that such bond was actually lost, stolen or destroyed and ownership thereof, and upon furnishing the City with indemnity satisfactory to both.

Section 20. Additional or Supplemental Ordinances.

A. The Council from time to time and at any time may pass an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this ordinance, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the City contained in this ordinance other covenants and agreements thereafter to be observed which shall not adversely affect the interests of the owners of any Parity Bonds or to surrender any right or power reserved to or conferred upon the City.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this ordinance or any ordinance authorizing Future Parity Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect the interest of the owners of the Parity Bonds. Any such supplemental ordinance of the City may be passed without the consent of the owners of any Parity Bonds at any time outstanding, notwithstanding any of the provisions of Subsection B of this section, if the City obtains

an opinion of nationally recognized bond counsel to the effect that such supplemental ordinance will not adversely effect the interests of the owners of Parity Bonds.

B. With the consent of the owners of not less than 65% in aggregate principal amount of the Parity Bonds at the time outstanding, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) Extend the fixed maturity of any Parity Bonds, or reduce the rate of interest thereon, or extend the times of payment of interest thereon from their due dates, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the owner of each bond so affected; or

(2) Reduce the aforesaid percentage of bondowners required to approve any such supplemental ordinance, without the consent of the owners of all of the Parity Bonds then outstanding.

It shall not be necessary for the consent of bondowners under this Subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. Upon the passage of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this ordinance and of all owners of Parity Bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.

Section 21. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to the laws of the State of Washington or use money available from any other lawful source to pay when due the principal of and interest on the Bonds, or any portion thereof included in a refunding or defeasance plan, and to redeem and retire, refund or defease all such then-outstanding Bonds (hereinafter collectively called the "defeased Bonds") and to pay the costs of the refunding or defeasance. If money and/or Government Obligations (as defined in chapter 39.53 RCW, as now or hereafter amended) maturing at a time or times and bearing interest in amounts (together with money, if necessary) sufficient to redeem and retire, refund or defease the defeased Bonds in accordance with their terms are set aside in a special trust fund or escrow account irrevocably pledged to that redemption, retirement or defeasance of defeased Bonds (hereinafter called the "trust account"), then all right and interest of the owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. The owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds from the trust account. The City shall include in the refunding or defeasance plan such provisions as the City deems necessary for the random selection of any defeased Bonds that constitute less than all of a particular

maturity of the Bonds, for notice of the defeasance to be given to the owners of the defeased Bonds and to such other persons as the City shall determine, and for any required replacement of Bond certificates for defeased Bonds. The defeased Bonds shall be deemed no longer outstanding, and the City may apply any money in any other fund or account established for the payment or redemption of the defeased Bonds to any lawful purposes as it shall determine. If the Bonds are registered in the name of DTC or its nominee, notice of any defeasance of Bonds shall be given to DTC in the manner prescribed in the Letter of Representations for notices of redemption of Bonds.

Section 22. Refunding of the Refunded Bonds.

A. *Appointment of Refunding Trustee.* The Designated Representative is authorized to appoint a Refunding Trustee in connection with the Bonds.

B. *Use of 2016 Bond Proceeds; Acquisition of Acquired Obligations.* All of the proceeds of the sale of the 2016 Bonds shall be deposited immediately upon the receipt thereof with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds under Ordinances Nos. 009/2009 and 015/2011 by providing for the payment of the amounts required to be paid by the Refunding Plan. To the extent practicable, such obligations shall be discharged fully with the 2016 Bond proceeds or by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations, if acquired, will be listed and more particularly described in an exhibit to be attached to the Refunding Trust Agreement between the City and the Refunding Trustee, but are subject to substitution as set forth below. Any 2016 Bond proceeds or other money deposited with the Refunding Trustee not needed to purchase the Acquired Obligations and provide a beginning cash balance, if any, and pay the costs of issuance of the 2016 Bonds shall be returned to the City at the time of delivery of the 2016 Bonds to the initial purchaser thereof and deposited in the Bond Fund to pay interest on the 2016 Bonds on the first interest payment date.

If payment of the costs of issuance of the 2016 Bonds is not included in the Refunding Plan, the 2016 Bond proceeds that are not deposited with the Refunding Trustee will be deposited with the City to be used to pay the costs of issuance of the 2016 Bonds.

C. *Substitution of Acquired Obligations.* Prior to the purchase of any Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute other direct, noncallable obligations of the United States of America ("Substitute Obligations") for any of the Acquired Obligations and to use any savings created thereby for any lawful City purpose if, such substitution shall not impair the timely payment of the amounts required to be paid by the Refunding Plan, as verified by a nationally recognized independent certified public accounting firm.

After the purchase of the Acquired Obligations, if any, by the Refunding Trustee, the City reserves the right to substitute therefor cash or Substitute Obligations subject to the conditions that such money or securities held by the Refunding Trustee shall be

sufficient to carry out the Refunding Plan, that such substitution will not cause the Bonds or the Refunded Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and regulations thereunder in effect on the date of such substitution and applicable to obligations issued on the issue dates of the 2016 Bonds and the Refunded Bonds, as applicable, and that the City obtain, at its expense a verification by a nationally recognized independent certified public accounting firm acceptable to the Refunding Trustee confirming that the payments of principal of and interest on the substitute securities, if paid when due, and any other money held by the Refunding Trustee will be sufficient to carry out the Refunding Plan. Any surplus money resulting from the sale, transfer, other disposition, or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful City purpose.

D. *Administration of Refunding Plan.* The Refunding Trustee is authorized and directed to purchase the Acquired Obligations (or substitute obligations), if so directed by the Designated Representative, and to make the payments required to be made by the Refunding Plan from the Acquired Obligations (or substitute obligations) and money deposited with the Refunding Trustee pursuant to this ordinance. All Acquired Obligations (or substitute obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of Ordinance No. 009/2009, Ordinance No. 015/2011, this ordinance, chapter 39.53 RCW and other applicable statutes of the State of Washington and the Refunding Trust Agreement. All necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the refunding of the Refunded Bonds and costs related to the issuance and delivery of the Bonds, including bond printing, Bond Counsel's fees, and other related expenses, shall be paid out of the proceeds of the Bonds.

E. *Authorization for Refunding Trust Agreement.* To carry out the Refunding Plan provided for by this ordinance, the Designated Representative is authorized and directed to execute and deliver to the Refunding Trustee a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption, and retirement of the Refunded Bonds as provided herein and stating that the provisions for payment of the fees, compensation, and expenses of such Refunding Trustee set forth therein are satisfactory to it. Prior to executing the Refunding Trust Agreement, the Designated Representative of the City is authorized to make such changes therein that do not change the substance and purpose thereof.

Section 23. Call for Redemption of the Refunded Bonds. The City calls for redemption on the dates determined by the Designated Representative, all of the Refunded Bonds at par plus accrued interest. Such call for redemption shall be irrevocable after the delivery of the Bonds to the initial purchaser thereof. The dates on which the Refunded Bonds are herein called for redemption are the first dates on which those bonds may be called.

The proper City officials are authorized and directed to give or cause to be given such notices as required, at the times and in the manner required by Ordinance

No. 009/2009 and 015/2011, in order to effect the redemption prior to their maturity of the Refunded Bonds.

Section 24. Findings with Respect to Refunding. The City Council authorizes the Designated Representative to issue the 2016 Bonds, if such bonds will effective a savings to the City and is in the best interest of the City and its ratepayers. In making such finding and determination, the Designated Representative will give consideration to the fixed maturities of the 2016 Bonds and the Refunded Bonds, the costs of issuance of the 2016 Bonds and the known earned income from the investment of the proceeds of the issuance and sale of the 2016 Bonds and other money of the City used in the Refunding Plan, if any, pending payment and redemption of the Refunded Bonds.

The Designated Representative may also purchase Acquired Obligations to be deposited with the Refunding Trustee, together with the income therefrom, and with any necessary beginning cash balance, which will be sufficient to redeem the Refunded Bonds and will discharge and satisfy the obligations of the City under Ordinances Nos. 009/2009 and 015/2011 with respect to the Refunded Bonds, and the pledges, charges, trusts, covenants, and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under such ordinance immediately upon the deposit of such money with the Refunding Trustee.

Section 25. Sale and Delivery of the Bonds.

A. *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

B. *Procedure for Negotiated Sale.* The Designated Representative shall select one or more Underwriter with which to negotiate the sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

C. *Preparation, Execution and Delivery of the Bonds.* Each Series of the Bonds will be prepared at City expense and will be delivered to the Underwriter in accordance with the respective Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding such Series of the Bonds.

Section 26. Official Statement.

A. *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to her or him, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the

public. For the sole purpose of the Underwriter's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of each Series of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

B. *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (A), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Underwriter if required under Rule 15c2-12. The City authorizes and approves the distribution by the Underwriter of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

Section 27. Undertaking to Provide Continuing Disclosure. To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written undertaking (the "Undertaking") for the benefit of holders of the Bonds:

A. *Undertaking to Provide Annual Financial Information and Notice of Listed Events.* The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(1) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (B) ("annual financial information");

(2) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (a) principal and interest payment delinquencies; (b) non-payment related defaults, if material; (c) unscheduled draws on debt service reserves reflecting financial difficulties; (d) unscheduled draws on credit enhancements reflecting financial difficulties; (e) substitution of credit or liquidity providers, or their failure to perform; (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (g) modifications to rights of holders of the Bonds, if material; (h) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (i) defeasances; (j) release, substitution, or sale of property securing repayment of the Bonds, if material; (k) rating changes; (l) bankruptcy, insolvency, receivership or similar event of the City, as such "Bankruptcy Events" are defined in Rule 15c2-12; (m) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the

termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (n) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(3) Audited annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State, such as the City, as such principles may be changed from time to time and as permitted by State law, if and when audited financial statements are prepared and available to the City.

(4) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (B).

B. *Type of Annual Financial Information Undertaken to be Provided.* The annual financial information that the City undertakes to provide in paragraph (A):

(1) Shall consist of (A) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State, such as the City, as such principles may be changed from time to time and as permitted by State law, which statements may be unaudited; (B) the outstanding long-term indebtedness of the System, identifying separately Parity Bonds and any other debt of the System and the debt service coverage ratios; and (C) number of customers of the System;

(2) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2016; and

(3) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

C. *Amendment of Undertaking.* This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

D. *Beneficiaries.* This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

E. *Termination of Undertaking.* The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

F. *Remedy for Failure to Comply with Undertaking.* As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute an event of default. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

G. *Designation of Official Responsible to Administer Undertaking.* The Finance Director or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(1) Preparing and filing the annual financial information undertaken to be provided;

(2) Determining whether any event specified in paragraph (A) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;

(3) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(4) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and

(5) Effecting any necessary amendment of this undertaking.

Section 28. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 29. Ratification. Any action consistent with the authority but prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 30. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

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

First Reading: November 1, 2016
Adoption:
Published:
Effective:

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth M. Smoot, MMC, City Clerk

J. Zachary Lell, City Attorney
(Prepared by Bond Counsel)

CERTIFICATION

I, the undersigned, City Clerk of the City of Monroe, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council held at the regular meeting place thereof on _____, 2016, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date was _____, 2016.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2016.

CITY OF MONROE, WASHINGTON

Elizabeth M. Smoot, MMC, City Clerk



MONROE CITY COUNCIL

Agenda Bill No. 16-149

SUBJECT:	Discussion: Proposed Amendment to 2017 Legislative Priorities
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
11/01/2016	Administration	Mayor Thomas Gene Brazel	Mayor Thomas	New Business #2

Discussion: 11/01/2016

- Attachments:**
1. DRAFT 2017 Legislative Priorities (*proposed amendment included*)
 2. 2016 Snohomish County Legislative Agenda
 3. 2017 AWC Legislative Priorities

REQUESTED ACTION: Move to amend the 2017 Legislative Priorities to add “Treatment Programs” under the Policy/Fiscal Issues, with a description, as proposed.

DESCRIPTION/BACKGROUND

Based on recent public testimony and comments received, as well as discussions at City Council Meetings, it is proposed to amend the 2017 Legislative Priorities to add “Treatment Programs” as a priority under the Policy/Fiscal Issues section.

The proposed supporting language is as follows: “Address issues of chemical dependency, mental health, and homelessness by providing support for local agencies and organizations for increased treatment programs and facilities.”

The 2016 Snohomish County Legislative Agenda includes a “Health and Human Services” priority, and utilizes the following supporting language – “Our region recognizes the importance of healthy, sustainable communities and supports – tools and funding at the local level to reduce homelessness, assist those suffering from mental health problems and chemical dependency, and reduce crime” (*see attachment 2*). In addition, the DRAFT 2017-2019 Snohomish County Legislative Agenda includes a similar item; and is expected to be finalized and adopted prior to the end of the year.

The 2017 Association of Washington Cities (AWC) Legislative Priorities includes a “Homelessness/Affordable Housing” item as a priority, and utilizes similar language – “Support and enhance actions to increase affordable housing, decrease homelessness, and improve a strained mental and behavioral health system” (*see attachment 3*).

If the proposed amendment is approved by the City Council, the 2017 Legislative Priorities pamphlet will be updated accordingly (*see attachment 1*); and redistributed to local legislators, as well as utilized for the 2017 Legislative Session.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

As soon as possible to allow for efficient notification and awareness of local Legislators.



CITY OF MONROE CITY COUNCIL

2017 LEGISLATIVE PRIORITIES

Transportation

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

Capital Budget

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

Policy/Fiscal Issues

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

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 Research and Services Center, etc.).

Treatment Programs: Address issues of chemical dependency, mental health, and homelessness by providing support for local agencies and organizations for increased treatment programs and facilities.

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.

2016

LEGISLATIVE AGENDA SNOHOMISH COUNTY



Seattle, WA

Snohomish County is a critical center and driver of Washington State's 21st century aerospace and technology-based economy. We ask that you support the following strategic capital and program investments that will help sustain Washington's leadership in America's new economy.

TRANSPORTATION & INFRASTRUCTURE

The Snohomish County region advocates continued support and funding for infrastructure investments and programs that -

- Restore the Public Works Assistance Account or identify new funding mechanisms to provide access to funding for local projects that solve problems and create jobs;
- Ensure the timely and efficient delivery of regional projects funded in the Connecting Washington transportation package;
- Promote increased funding for projects with unmet need, particularly early design dollars to address safety and congestion issues on the US 2 Trestle, improving safety and freight mobility on US 2, and completing SR 522; and
- Work to ensure the preservation, sustainability, and reliability of funding in the Model Toxics Control Act (MTCA) Account for environmental cleanup projects.

COMPETITIVENESS

The Snohomish County region recognizes that local firms need supportive policies and programs to compete and succeed at the state, national, and global level through -

- Maintaining aerospace and other high-tech business incentives including reinstatement of the research and development (R&D) tax incentive programs.
- Supporting Rural Innovation through programs, policies and capital funding that spur and sustain economic development that better integrates underserved rural communities and corridors.

EDUCATION & WORKFORCE

The Snohomish County region supports investments into educational programs that provide the region with a competitive work force. This includes funding for -

- A sustainable agriculture/food systems degree program at the WSU University Center in Everett;
- A marine engineering program at UW Bothell; and
- A new STEM building at Edmonds Community College.

HEALTH & HUMAN SERVICES

Our region recognizes the importance of healthy, sustainable communities and supports -

- Tools and funding at the local level to reduce homelessness, assist those suffering from mental health problems and chemical dependency, and reduce crime.

Expresses regional priorities from:



MANUFACTURING

1st

1st in concentration of **manufacturing jobs** with 63,000 direct jobs, and 750+ companies. 2nd in aerospace manufacturing employment with 43,500 direct jobs and 215+ companies.

TECHNOLOGY

2nd

2nd in the number of **technology-based jobs**, with over 57,000, including 9,400 information and communications tech (ICT) jobs.

WAGES

6 bil

\$6.2 billion in wages supported by manufacturing, aerospace and ICT.



2017 Legislative Session

City Priorities

In order for Washington State to be its best and attract the best, our 281 cities and towns must be strong.

- Cities are where more than 4.6 million people call home, and this number is growing quickly.
- Cities are where the majority of the state's revenues are generated, including \$1.3 billion in property taxes, and \$7.5 billion in sales tax.
- Cities contain the state's economic engines, where 69% of job-generating businesses are located.

The 2017 legislative session will be lengthy and difficult. In light of competition for the state's limited resources, this session could be a game changer for cities and communities around the state. In order to help solve our shared critical challenges and maintain Washington's vibrant communities, the Legislature must:



Update the Public Records Act so cities can continue to provide open and transparent government services to Washington residents.



Respect city local authority with regards to revenue, taxes, licensing, and home rule; city officials are elected and must have the authority to solve local challenges.



Support and enhance actions to increase affordable housing, decrease homelessness, and improve a strained mental and behavioral health system.



Maintain the city-state partnership for shared revenues to fund key services.



Revitalize key infrastructure assistance programs to support job creation, our health and safety, economic vitality, and quality of life.



Provide adequate and sustainable funding to maintain high-quality statewide training for law enforcement personnel.



Maintain funding for the Municipal Research and Services Center (MRSC) to provide vital support for local government performance.

Founded in 1933, the Association of Washington Cities (AWC) is a private, nonprofit, nonpartisan corporation that represents Washington's cities and towns before the state legislature, the state executive branch and with regulatory agencies. Membership is voluntary. However, AWC consistently maintains 100% participation from Washington's 281 cities and towns.

Contact: **Dave Williams**
 Director of Government Relations
 dave@awcnet.org • 360.753.4137

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • awcnet.org

10/03/16





MONROE CITY COUNCIL

Agenda Bill No. 16-150

SUBJECT:	<i>Ordinance No. 020/2016, Amending MMC 6.08, Garbage Collection and Disposal; First Reading AND Authorize Mayor to Sign the Comprehensive Garbage, Recyclables and Yard Debris Collection Contract</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
11/01/2016	Public Works	Brad Feilberg	Brad Feilberg	New Business #3

Discussion: 07/14/2015, 07/28/2015, 01/19/2019, 04/26/2016, 05/17/2016, 06/7/2016, 08/16/2016, 08/23/2016, 09/13/2016, 11/01/2016

Attachments: 1. Proposed ordinance.
2. Proposed contract.

REQUESTED ACTIONS:

- A. Move to accept as first reading, Ordinance No. 020/2016, amending Chapter 6.08 MMC Garbage collection and disposal, Chapter 13.04 MMC, Water regulations, rates and charges, Chapter 13.08 MMC, Sewer system regulations, and Chapter 13.32 MMC Storm water management utility; dissolving the City's solid waste disposal utility; providing for the collection and disposal of solid waste by City-approved contract; authorizing appropriate implementation actions by staff; and fixing a time when the same shall become effective.
- B. Move to authorize the Mayor to sign the Comprehensive Garbage, Recyclables and Yard Debris Collection Contract with Rabanco Ltd. d/b/a Republic Services of Lynnwood; and expressly authorize further minor revisions as deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

In anticipation of the current solid waste collection contract expiring on August 31, 2017, the City Council discussed the current contract and how to provide customer service in the future.

On September 13, 2016, the Council directed "the Mayor and staff to bring forward a final contract for solid waste services with Republic Services, and associated code changes."

Highlights of the proposed contract include:

- Customer service provided by Republic Services
- Approximate 1% decrease in fees for most services
- Annual centralized clean-up day up to \$30,000 provided by Republic Services
- Downtown litter receptacle weekly collection
- Municipal facilities collection included
- After the six month anniversary date of the contract both parties agree to enter into good-faith discussion regarding change-in-recycling costs. This has to do with the reduced market value of recycling products.
- Three year contract termination time frame after first two years
- Collection following work stoppage: next workday after resumption or five days
- Six percent (6%) administrative fee
- Annual rate adjustments to match CPI – Water and Sewer and Trash Collection

A comparison of the Water and Sewer and Trash Collection CPI with the Seattle-Tacoma-Bremerton CPI:

	Water Sewer Trash CPI		Seattle CPI	
2010	171.222		227.645	
2011	179.862	5.05%	233.81	2.71%
2012	189.76	5.50%	240.213	2.74%
2013	198.194	4.44%	242.767	1.06%
2014	205.076	3.47%	247.185	1.82%
2015	213.958	4.33%	251.617	1.79%
2016	221.443	3.50%	256.907	2.10%

The proposed changes to the Monroe Municipal dissolve the solid waste utility, remove references to solid waste and recycling utility payments, remove references to the solid waste utility and billing, and adjusts definitions to match those used in the proposed contract. Additional changes to the definitions may be required prior to final adoption.

IMPACT – BUDGET

Assuming similar services and a 1% reduction in rates the administrative fee collected would increase from approximately \$183,000 to approximately \$195,000.

Approximately \$71,000 in administrative and internal service fees that are currently paid by the garbage utility fund will have to be reallocated to other funds (mostly water, sewer, and storm).

TIME CONSTRAINTS

As soon as possible; the current plan is to implement new contract on January 1, 2017. Notice of rate changes needs to be given 45 days in advance.

**CITY OF MONROE
ORDINANCE NO. 020/2016**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, AMENDING CHAPTER 6.08 MMC GARBAGE COLLECTION AND DISPOSAL, CHAPTER 13.04 MMC WATER REGULATIONS, RATES AND CHARGES, CHAPTER 13.08 MMC SEWER SYSTEM REGULATIONS, AND CHAPTER 13.32 MMC STORM WATER MANAGEMENT UTILITY; DISSOLVING THE CITY'S SOLID WASTE DISPOSAL UTILITY; PROVIDING FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE BY CITY-APPROVED CONTRACT; AUTHORIZING APPROPRIATE IMPLEMENTATION ACTIONS BY STAFF; AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, the City of Monroe previously established a solid waste disposal utility, and codified regulations therefore at Chapter 6.08 MMC; and

WHEREAS, the City Council desires to dissolve said utility, and further desires to amend Chapter 6.08 MMC in order to exclusively provide for the collection and disposal of solid waste through a private service contract approved by the City Council; and

WHEREAS, the City Council finds that the dissolution of the City's solid waste disposal utility and related administrative actions authorized hereunder are in the best interest of the City.

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

Section 1. Dissolution of Solid Waste Disposal Utility. The City of Monroe's solid waste disposal utility is hereby dissolved effective January 1, 2017.

Section 2. Administrative Implementation. The Mayor and Finance Director are hereby authorized and directed to take all necessary and appropriate actions to lawfully effectuate and implement the dissolution of the City's solid waste disposal utility consistent with Section 1 of this ordinance. Without limitation of the foregoing, the Finance Director shall prepare a final accounting and transfer of any solid waste disposal utility funds and/or assets in accordance with applicable requirements prescribed by the State Auditor.

Section 3. Amendment of Chapter 6.08 MMC. Chapter 6.08 of the Monroe Municipal Code is hereby amended to provide in its entirety as contained in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

Section 4. Amendment of MMC 13.04.335. Section 13.04.335 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

13.04.335 Payment Allocation.

All payments on a combined utility billing shall be applied first to fees or penalties, second to utility taxes, third to storm drainage, fourth ~~[TO SOLID WASTE, FIFTH TO RECYCLING, SIXTH]~~to sewer, and ~~[SEVENTH]~~**fifth** to water.

Section 5. Amendment of MMC 13.08.470. Subsection 13.08.470(G) of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

G. All payments on a combined utility billing shall be applied first to fees or penalties, second to utility taxes, third to storm drainage, fourth~~[TO SOLID WASTE, FIFTH TO RECYCLING, SIXTH]~~ to sewer, and ~~[SEVENTH]~~**fifth** to water.

Section 6. Amendment of MMC 13.32.150. Section 13.32.150 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

13.32.15 Payment allocation.

All payments on a combined utility billing shall be applied first to fees or penalties, second to utility taxes, third to storm drainage, fourth~~[TO SOLID WASTE, FIFTH TO RECYCLING, SIXTH]~~ to sewer, and ~~[SEVENTH]~~**fifth** to water.

Section 7. 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 8. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

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

First Reading: November 1, 2016
Adoption:
Published:
Effective:

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth M. Smoot, MMC, City Clerk

J. Zachary Lell, City Attorney

EXHIBIT A

Chapter 6.08 GARBAGE COLLECTION AND DISPOSAL

Sections:

- 6.08.010 Mandatory collection – Rationale – Exceptions.
- 6.08.020 Definitions.
- 6.08.030 Contract services – Billing – Scheduling.
- 6.08.040 Collection fees – Determination.
- 6.08.050 Billing.
- 6.08.060 Special rates and special services.
- 6.08.070 Enforcement of payment.
- 6.08.080 ~~Reserved~~[VACATION/VACANCY CREDITS – RESIDENTIAL].
- 6.08.085 ~~Reserved~~[VACATION/VACANCY CREDITS – YARD DEBRIS].
- 6.08.090 ~~Reserved~~[VACANCY CREDITS – COMMERCIAL].
- 6.08.100 Administration.
- 6.08.110 Garbage container requirements.
- 6.08.120 Recycling container requirements.
- 6.08.130 Garbage – Sanitary conditions required.
- 6.08.140 Disposal of dead animals.
- 6.08.150 Unacceptable solid waste.
- 6.08.160 Solid waste – Burying prohibited.
- 6.08.170 Violations – Notice.
- 6.08.180 Violations – Penalty.
- 6.08.190 Theft of materials prohibited.

6.08.010 Mandatory collection – Rationale – Exceptions.

A. No place of human habitation nor business within the city shall be permitted to refuse to subscribe to and pay for the solid waste disposal service provided by this chapter. The city council finds that mandatory collection and disposal of solid waste ~~[THROUGH A CITY-ORGANIZED SOLID WASTE DISPOSAL UTILITY]~~is important to the health and welfare of the citizens of the city. The city council finds that all citizens benefit from the orderly and sanitary disposal of solid waste even though some residences and businesses generate little or no solid waste subject to disposal ~~[BY THE SOLID WASTE UTILITY]~~**as required by this chapter**. Therefore, the fact that a dwelling or business generates no solid waste shall not exempt the property owner or tenant from the payment of the regular charges established for the solid waste disposal service.

B. The city council further finds that because the city is providing for the health and welfare of its citizens by providing water, sewer and solid waste ~~[UTILITY]~~services to its citizens, the citizens should be required to compensate the city or its contractor for all required services in order to receive any of said services.~~[THEREFORE, THE CITY COUNCIL SHALL PROVIDE IN CHAPTERS 13.04 AND 13.08 MMC FOR THE TERMINATION OF ALL CITY UTILITY SERVICES TO A RESIDENCE OR BUSINESS~~

~~WHICH DOES NOT MEET THE OBLIGATION TO COMPENSATE THE CITY OR ITS CONTRACTOR FOR ALL OF SAID SERVICES.]~~

C. The city council may, upon a finding that a particular business or residence receives no direct or indirect benefit from the city's solid waste ~~[UTILITY]~~**collection contract**, exempt such business or residence from the mandatory requirements of this chapter.

D. It is unlawful for anyone other than ~~[THE CITY SOLID WASTE COLLECTION AND DISPOSAL UTILITY OR]~~the city's contractor to collect garbage in the city for compensation.

E. The mandatory participation in **solid waste collection**~~[RECYCLING]~~ services shall not apply to yard debris. Residents and businesses may elect affirmatively in writing to not receive yard debris collection service. The terms and procedures for discontinuation and resumption of yard waste collection services shall be governed by the city's **solid waste collection**~~[RECYCLABLES]~~ contract. Disposal of yard debris in the solid waste collection system remains prohibited under MMC 6.08.150.

6.08.020 Definitions.

As used in this chapter, the following words shall have the meanings ascribed to them in this section:

A. Solid Waste Container Definitions.

1. "Detachable container" means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

2[4]. "Garbage can" means ~~[ONE CAN MADE OF DURABLE, CORROSION-RESISTANT, NONABSORBENT MATERIAL, WATERTIGHT EQUIPPED WITH A CLOSE-FITTING COVER AND TWO HANDLES, AND SHALL NOT EXCEED THIRTY-TWO GALLONS, FOUR CUBIC FEET, OR SIXTY POUNDS (INCLUDING CONTENTS) AND NOT WEIGH MORE THAN TWELVE POUNDS WHEN EMPTY. OCCASIONAL EXTRA WASTE MATERIAL (BOXES, CARTON, BAGS, ETC.) WHICH CAN BE READILY LOADED BY HAND AND WHEN PLACED ON OR BESIDE THE GARBAGE CAN WILL BE TAKEN AND CHARGED FOR AS ADDITIONAL UNITS SUBJECT TO THE ABOVE SIZE AND WEIGHT LIMITS.]~~a City-approved, Customer-owned container that is a watertight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; weighing not over fifteen (15) pounds when empty or sixty (60) pounds when full; fitted with two (2) looped, sturdy handles, one on each side; and fitted with a tight cover equipped with a handle. All containers shall be rodent and insect proof and kept in sanitary conditions at all times.

~~3[2]. [“GARBAGE CONTAINER” MEANS A DETACHABLE CONTAINER WHICH IS LEFT AT CUSTOMER’S PREMISES AND EMPTIED INTO THE CONTRACTOR’S TRUCK AND IS LIFTED BY MECHANICAL MEANS.]~~
“Garbage cart” means a Contractor-provided 32-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

~~4[3]. [“GARBAGE MINICAN” MEANS A CONTAINER THAT IS A WATERTIGHT GALVANIZED SHEET METAL, OR PLASTIC CONTAINER, MADE OF DURABLE MATERIAL NOT EXCEEDING TWENTY GALLONS IN CAPACITY, FITTED WITH A TIGHT COVER EQUIPPED WITH A HANDLE.]~~**Mini-can means a City-approved, Customer-owned water-tight galvanized sheet-metal or plastic container not exceeding twenty gallons in capacity or thirty pounds in weight when full; fitted with two sturdy handles, one on each side; and fitted with a tight cover equipped with a handle.**

5. Mini-cart means a Contractor-provided 20-gallon wheeled cart suitable for household collection, storage and Curbside placement of Garbage. Mini-Carts shall be rodent and insect proof and kept in sanitary condition at all times.

6. “Receptacle” means a can, cart, or container.

~~7[4]. [“RECYCLABLES CONTAINER, SINGLE-FAMILY AND SMALL COMPLEXES” MEANS A BIN OR SET OF BINS SUITABLE FOR HOUSEHOLD COLLECTION, STORAGE, AND CURBSIDE SET-OUT OF SOURCE-SEPARATED RECYCLABLES.]~~**“Recycling cart” means a Contractor-provided 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Source-separated Recyclables.**

~~8[5]. [“RECYCLABLES CONTAINER, LARGE COMPLEXES AND YARD DEBRIS” means a ONE-HUNDRED-GALLON, WHEELED, LABELED TOTE SUITABLE FOR ON-SITE COLLECTION AND STORAGE OF SOURCE-SEPARATED RECYCLABLES AT LARGE COMPLEX RESIDENTIAL LOCATIONS, AND FOR THE ON-SITE COLLECTION, STORAGE AND SET-OUT OF SINGLE-FAMILY YARD DEBRIS~~ **“Recycling container” means a Contractor-provided Recycling Bin, Cart or Detachable Container suitable for on-site collection, storage and placement of Source-separated Recyclables at Multifamily Complexes.**

B. Residential Dwelling Definitions.

1. **“Large complex residences” means all residential complexes containing five (5) or more units** not conveniently served as a single-family residence.

2. "Single-family residence" means a detached building containing only one residence~~[ALL ONE-UNIT HOUSES, DUPLEXES, TRIPLEXES, FOURPLEXES AND MOBILE HOMES]~~.

3. "Small complex residences" means all duplexes, triplexes, and fourplexes, and residential complexes containing five (5) or more units that can be~~[HOUSING COMPLEXES THAT ARE NOT SINGLE-FAMILY RESIDENCES (SEE ABOVE) BUT THAT HAVE PRIVATE ENTRANCES THAT CAN BE]~~ served as single-family residence.

C. Solid Waste and Recyclables Definitions.

1. "Bulky material" means empty carriers, cartons, boxes, crates, etc., which may be readily handled without shoveling.

2. "Construction and demolition debris" means material related to construction and demolition projects. Includes, but is not limited to, scrap lumber and dunnage.

3. "Garbage" includes all ~~[ACCUMULATIONS OF WASTE MATTERS DISCARDED AS OF NO FURTHER VALUE TO THE OWNER. INCLUDES, BUT IS NOT LIMITED TO, KITCHEN AND TABLE WASTE, WRAPPINGS, DISCARDED CONTAINERS, AND SECURELY BAGGED PET MANURE, BUT SHALL EXCLUDE ALL MANURE FROM SOURCES OTHER THAN PETS, SEWAGE, PETROLEUM PRODUCTS, CLEANING FROM PUBLIC AND PRIVATE CATCH BASINS, WASH RACKS OR SUMPS, RECYCLABLES, RECYCLABLE YARD DEBRIS, YARD WASTE, WHITE GOODS, AND SPECIAL OR HAZARDOUS WASTES]~~putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities. The term garbage shall not include any excluded waste, hazardous wastes, special wastes, source-separated recyclables, foodwaste, or yard debris.

4. "Hazardous waste" means any ~~[WASTES INCLUDED IN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY DANGEROUS WASTE REGULATIONS, CHAPTER 173-303 WAC.]~~substance that is:

a. Defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;

b. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

Likewise, any substance that after the effective date of this Contract ceases to fall within this definition as determined by the City and the Contractor shall not be deemed to be Hazardous Waste.

5. “Recyclables~~[—MATERIALS]~~” means aluminum cans; corrugated cardboard; glass containers; Mixed Paper; newspaper; plastic containers that have contained non-hazardous products; polycoated cartons; Scrap Metals; tin cans; and such other materials that the City with the Contractor’s consent (not unreasonably to be withheld) determines to be marketable recyclable materials~~[BOTH RECYCLABLES AND RECYCLABLE YARD DEBRIS].~~

6. “Solid waste” means garbage,~~[— BULKY — MATERIAL,]~~ yard debris~~[WASTE],~~ and recyclable~~[S]~~ materials.~~[AND RECYCLABLE YARD DEBRIS. “RECYCLABLES” INCLUDES THE FOLLOWING:~~

A. ~~NEWSPAPERS.~~

B. ~~UNCOATED MIXED PAPER, INCLUDING MAGAZINES, JUNK MAIL, PHONE BOOKS, BOND OR LEDGER GRADE, CARDBOARD AND PAPERBOARD PACKAGING. TISSUE PAPER, PAPER TOWELS, FROZEN FOOD CONTAINERS, MILK CARTONS, OR PAPER PACKAGING COMBINED WITH PLASTIC WAX OR FOIL ARE EXCLUDED.~~

C. ~~ALL NUMBERS ONE THROUGH SEVEN PLASTIC FOOD AND BEVERAGE CONTAINERS.~~

D. ~~OTHER SUCH MATERIALS THAT CITY AND CONTRACTOR MUTUALLY DETERMINE TO BE RECYCLABLE.~~

7. ~~“RECYCLABLE YARD DEBRIS” MEANS LEAVES, GRASS, AND CLIPPINGS OF WOODY AND FLESHY PLANTS UP TO ONE INCH IN DIAMETER AND THREE FEET IN LENGTH.~~

8. ~~“WHITE GOODS” MEANS ANY LARGE HOUSEHOLD APPLIANCE INCLUDING REFRIGERATORS, STOVES, DISHWASHERS, WATER HEATERS, WASHERS, DRYERS, OR OTHER SIMILAR APPLIANCES.]~~

7[9]. “Yard ~~debris~~[WASTE]” means leaves, grass and clippings of woody, as well as fleshy plants. The term includes unflocked whole holiday trees. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. The term also includes bundles of Yard Debris up to two (2) feet by two (2) feet by four (4) feet in dimension provided they are secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags may be used to contain Yard Debris[~~TREE TRIMMINGS AND HEDGE TRIMMINGS INCLUDING LIMBS, TRUNKS, STUMPS AND OTHER YARD REFUSE THAT EXCEED THE LIMITS SET FOR RECYCLABLE YARD DEBRIS~~].

D. Other Definitions.

1. “Contractor” means any authorized person or entity contracting with the city to collect and/or dispose of solid waste and/or recyclable materials from within the city. It also means any commercial refuse collector authorized to continue collection of solid waste in newly annexed areas of the city pursuant to RCW [35.13.280]35A.14.900.

~~2. “ESCARC” MEANS THE EAST SNOHOMISH COUNTY ASSOCIATION OF RECYCLING CITIES.]~~

2[3]. “Low-income senior citizen” means any senior citizen being sixty-two years of age or older who has an annual income below fifty percent of the median level as determined by the U.S. Department of Housing and Urban Development for the Seattle/Tacoma/Bremerton area.

3[4]. “Low-income disabled person” means any disabled person with an inability to do any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than twelve months.

4[5]. “Pet” is a domestic animal owned and kept by an individual family for enjoyment and pleasure rather than utility.

6.08.030 Contract services – Billing – Scheduling.

A. The city council may, from time to time, award a contract or contracts for the handling of solid waste and recyclables based upon competitive and/or negotiated processes. The city may contract with the contractor for services, which may or may not include the service of billing for the charges incurred in providing the solid waste collection and disposal service by contract.[~~THE PROVISIONS OF MMC 13.04.330 AND 13.08.470~~

~~WITH RESPECT TO THE ENFORCEMENT OF THE COLLECTION OF UTILITY CHARGES SHALL APPLY WHETHER THE CITY OR THE CONTRACTOR DOES THE BILLING FOR SOLID WASTE UTILITY SERVICES.]~~

B. If the city provides solid waste collection and disposal by contract, the contractor shall be required to schedule such services and notify city customers of pickup schedules and changes in schedules. Such change in schedule shall be approved by the city.

6.08.040 Collection fees – Determination.

The city council shall, from time to time, ~~[BY RESOLUTION, DETERMINE]~~**approve** the collection fees,~~[AND]~~ container use fees, **and other applicable fees and charges** to be charged~~[BY THE CITY IF THE CITY OPERATES THE UTILITY OR]~~ by the contractor ~~[IF THE CITY CONTRACTS]~~ for~~[THE]~~ solid waste utility service. **Any increase in such rates or fees shall not take effect until the notice required pursuant to RCW 35A.21.152 has been provided to the affected customers.**

6.08.050 Billing.

A. Property owners shall be responsible and billed for all properties.

B. All solid waste charges,~~[BILLED BY THE CITY, SHALL BE BILLED MONTHLY ON THE FIRST DAY OF THE BILLING MONTH, SHALL BE DUE AND PAYABLE NOT LATER THAN THE THIRTIETH DAY OF THE MONTH, AND SHALL BECOME DELINQUENT AFTER THAT DATE, AND IF]~~ billed by the contractor, shall be billed on a schedule mutually agreed upon by the city and the contractor.

C. Where payment of charges under subsection (B) of this section is delinquent, a late charge **set forth in the city's contract with the contractor and as approved** ~~[ESTABLISHED]~~ by the city council~~[BY PERIODIC RESOLUTION]~~ shall be levied.

~~[D. FOR MULTITENANT COMMERCIAL BUILDINGS WITH LESS THAN 30 UNITS AND CONSTRUCTED WITH ONE WATER METER AND CONSTRUCTED BEFORE SEPTEMBER 1, 2007, IN THE LIGHT INDUSTRIAL ZONING DISTRICT, THE PROPERTY OWNER MAY REQUEST THAT THE CITY BILL THE TENANTS INDIVIDUALLY FOR SOLID WASTE COLLECTION SUBJECT TO THE FOLLOWING CONDITIONS:~~

~~1. ALL TENANTS SHALL BE BILLED IN ACCORDANCE WITH SUBSECTION (B) OF THIS SECTION AND SHALL BE SUBJECT TO LATE CHARGES AS SET FORTH IN SUBSECTION (C) OF THIS SECTION.~~

~~2. IN THE EVENT ANY PORTION OF A TENANT'S BILL BECOMES SIXTY DAYS PAST DUE, THE PROPERTY OWNER SHALL PAY SUCH AMOUNT DUE, INCLUDING BUT NOT LIMITED TO ANY LATE CHARGES, TO THE CITY WITHIN TEN DAYS OF NOTICE FROM THE CITY. FAILURE OF THE OWNER TO PAY WITHIN SAID TIMEFRAME WILL SUBJECT THE ENTIRE PROPERTY TO THE ENFORCEMENT PROVISIONS SET FORTH IN MMC 6.08.070(C)~~

~~AFTER THE CITY HAS MAILED NOTICE OF SUCH DELINQUENCY TO ALL TENANTS AND THE DELINQUENCY REMAINS UNPAID TEN DAYS FROM THE DATE OF MAILING OR THE CITY, AT ITS OPTION, MAY PURSUE PAYMENT UNDER THE PROPERTY OWNER'S PAYMENT SECURITY, DESCRIBED BELOW.~~

~~3. A PROPERTY OWNER DESIRING TO UTILIZE THE ALTERNATE BILLING PROCEDURES IN THIS SECTION MUST ENTER INTO A SECURITY AGREEMENT WITH THE CITY. THE FINANCE DIRECTOR IS AUTHORIZED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY. AS PART OF SUCH AGREEMENT, THE PROPERTY OWNER MUST PROVIDE AN IRREVOCABLE STANDBY LETTER OF CREDIT OR OTHER PAYMENT SECURITY ON A FORM ACCEPTABLE TO THE FINANCE DIRECTOR, IN AN AMOUNT SATISFACTORY TO THE FINANCE DIRECTOR, TO SECURE PAYMENT OF ALL SOLID WASTE COLLECTION CHARGES ON THE PROPERTY. THE FINANCE DIRECTOR MAY DEMAND ADDITIONAL SECURITY AT ANY TIME THAT IT IS FOUND BY THE FINANCE DIRECTOR TO BE NO LONGER SUFFICIENT. THE FINANCIAL SECURITY SHALL BE DUE WITHIN TEN CALENDAR DAYS OF DEMAND FROM THE FINANCE DIRECTOR. FAILURE TO TIMELY PROVIDE THE SECURITY SHALL MAKE THE PROPERTY OWNER RESPONSIBLE FOR ALL SOLID WASTE COLLECTION PAYMENTS.~~

~~4. A MONTHLY FEE IN THE AMOUNT OF THREE DOLLARS SHALL BE ADDED TO EACH TENANT ACCOUNT TO DEFRAY THE COSTS OF THE CITY IN ITS ADMINISTRATION OF THIS ALTERNATIVE METHOD TO THE CITY'S COMBINED UTILITY BILLING SYSTEM.]~~

6.08.060 Special rates and special services.

~~A. Residences and businesses desiring pickup of garbage, recyclable material, or yard debris [BULKY MATERIAL, OR YARD WASTE], in excess of the amounts allowed by regular collection, or in excess of the frequency of regular collection, shall use the [CITY OR] contractor solid waste disposal service (or may haul themselves) and shall be required to pay for the additional services at rates specified [BY THE CITY COUNCIL IF THE CITY OPERATES THE UTILITY OR] by the contractor [IF THE UTILITY IS OPERATED BY CONTRACT]; provided, however, that [IF THE UTILITY IS PROVIDED BY CONTRACT] the city may review and adjust charges made for special services upon receipt of an application for review of charges from the customer.~~

~~[B. THE CITY, IF THE UTILITY IS OPERATED BY CONTRACT, MAY PROVIDE SPECIAL SERVICES AND/OR SPECIAL RATES FOR LOW-INCOME SENIOR CITIZENS OR LOW-INCOME DISABLED PERSONS RESTRICTED TO SINGLE-FAMILY RESIDENCES PRIMARILY OCCUPIED BY A SENIOR CITIZEN OR HANDICAPPED PERSON AS DEFINED IN THIS CHAPTER. THE SINGLE-FAMILY RESIDENTIAL HOUSEKEEPING UNIT DISCOUNT RATES SHALL BE AS ESTABLISHED BY THE CITY COUNCIL BY PERIODIC RESOLUTION. SAID PERSONS MUST APPLY ON APPLICATION FORMS PROVIDED BY THE CITY AT~~

~~THE MONROE CITY HALL. SAID PERSONS MUST QUALIFY FOR THE DISCOUNT ON AN ANNUAL BASIS ON THE FORMS PROVIDED FOR SUCH PURPOSES. A CUSTOMER APPLYING FOR THE DISCOUNT RATES ON THE BASIS OF DISABILITY SHALL FURNISH PROOF OF SUCH DISABILITY FROM THE SOCIAL SECURITY ADMINISTRATION IN ADDITION TO PROOF OF ANNUAL INCOME. A CUSTOMER APPLYING FOR THE DISCOUNT RATES ON THE BASIS OF AGE SHALL FURNISH PROOF OF ANNUAL INCOME AND AGE.]~~

6.08.070 Enforcement of payment.

~~A. [WHETHER THE SOLID WASTE UTILITY IS OPERATED BY THE CITY OR BY A CONTRACTOR, A]~~**A**ll dwellings, businesses and public agencies within the city shall be required to subscribe to the solid waste disposal service whether or not they elect to utilize the service.

~~[B. ALL PAYMENTS ON A COMBINED UTILITY BILLING SHALL BE APPLIED FIRST TO FEES OR PENALTIES, SECOND TO UTILITY TAXES, THIRD TO STORM DRAINAGE, FOURTH TO SOLID WASTE, FIFTH TO RECYCLING, SIXTH TO SEWER, AND SEVENTH TO WATER.~~

~~C. THE SOLID WASTE DISPOSAL SERVICE SHALL NOT BE TERMINATED BY REASON OF NONPAYMENT, BUT RATHER ALL WATER, SEWER AND SOLID WASTE UTILITY SERVICES SHALL BE TERMINATED IN THE EVENT OF NONPAYMENT PURSUANT TO THE DELINQUENT ACCOUNT PROCEDURES ESTABLISHED BY CHAPTERS 13.04 AND 13.08 MMC.]~~

B[D]. To the fullest extent allowed by law, [A]all delinquent and unpaid rates and charges for solid waste and/or recyclable material collection service shall become a lien held by the city against the property for which the service is rendered.

6.08.080 Reserved. ~~VACATION/VACANCY CREDITS – RESIDENTIAL.~~

~~SINGLE-FAMILY DWELLING ACCOUNTS SHALL BE ELIGIBLE FOR VACANCY CREDITS FOR ANY ABSENCE OF THIRTY DAYS OR MORE WITH A MAXIMUM OF NINETY DAYS IN ANY CONCURRENT TWELVE-MONTH PERIOD. LOW-INCOME SENIOR ACCOUNTS AND CITY OF MONROE IRRIGATION ACCOUNTS SHALL BE ELIGIBLE FOR VACANCY CREDITS FOR ANY ABSENCE OR NONUSE OF THIRTY DAYS OR MORE WITH A MAXIMUM OF ONE HUNDRED EIGHTY DAYS IN ANY CONCURRENT TWELVE-MONTH PERIOD. UTILITY ALL ACCOUNTS MUST BE CURRENT, NO VACANCY CREDITS SHALL BE GRANTED FOR AN ACCOUNT THAT IS DELINQUENT. CREDITS SHALL BE COMPUTED ON A PERCENTAGE OF DAYS USED. THE CITY WILL PROVIDE A VACANCY CREDIT APPLICATION IN THE EVENT THE CITY OPERATES THE UTILITY AND THE CONTRACTOR WILL PROVIDE A VACANCY CREDIT APPLICATION IN THE EVENT A CONTRACTOR OPERATES THE UTILITY. VACANCY CREDIT APPLICATIONS MUST BE FILED FORTY-EIGHT HOURS IN ADVANCE. PERSONS FILING VACANCY CREDIT APPLICATIONS FOUND TO BE FALSE SHALL, IN ADDITION TO ANY OTHER PENALTIES, BE INELIGIBLE TO RECEIVE FUTURE VACANCY CREDITS. FAILURE TO APPLY FOR CONTINUATION~~

~~OF SERVICES WITHIN SEVEN DAYS OF THE RENEWED OCCUPANCY OF THE PREMISES SHALL RESULT IN CHARGES BEING IMPOSED FOR SOLID WASTE SERVICES WITHOUT REGARD FOR ANY PERIOD OF VACANCY.]~~

6.08.085 ~~Reserved.~~**[VACATION/VACANCY CREDITS – YARD DEBRIS.**

~~THE PROVISIONS OF MMC 6.08.080 AND 6.08.090 SHALL NOT BE APPLICABLE TO THE TERMINATION OR RESUMPTION OF YARD DEBRIS COLLECTION. TERMINATION OR RESUMPTION OF YARD DEBRIS SERVICE SHALL BE GOVERNED BY CITY CONTRACT WITH CONTRACTOR, OR SEPARATE RESOLUTION OF THE CITY COUNCIL.]~~

6.08.090 ~~Reserved.~~**[VACANCY CREDITS – COMMERCIAL.**

~~BUSINESS AND PUBLIC AGENCY ACCOUNTS SHALL BE ELIGIBLE FOR VACANCY CREDITS FOR ANY ABSENCE OF THIRTY DAYS OR MORE WITH A MAXIMUM OF NINETY DAYS IN ANY CONCURRENT TWELVE-MONTH PERIOD. UTILITY ALL ACCOUNTS MUST BE CURRENT, NO VACANCY CREDITS SHALL BE GRANTED FOR AN ACCOUNT THAT IS DELINQUENT. CREDITS SHALL BE COMPUTED ON A PERCENTAGE OF DAYS USED. THE CITY WILL PROVIDE A VACANCY CREDIT APPLICATION IN THE EVENT THE CITY OPERATES THE UTILITY AND THE CONTRACTOR WILL PROVIDE A VACANCY CREDIT APPLICATION IN THE EVENT A CONTRACTOR OPERATES THE UTILITY. VACANCY CREDIT APPLICATIONS MUST BE FILED FORTY-EIGHT HOURS IN ADVANCE. PERSONS FILING VACANCY CREDIT APPLICATIONS FOUND TO BE FALSE SHALL, IN ADDITION TO ANY OTHER PENALTIES, BE INELIGIBLE TO RECEIVE FUTURE VACANCY CREDITS. FAILURE TO APPLY FOR CONTINUATION OF SERVICES WITHIN SEVEN DAYS OF THE RENEWED OCCUPANCY OF THE PREMISES SHALL RESULT IN CHARGES BEING IMPOSED FOR SOLID WASTE SERVICES WITHOUT REGARD FOR ANY PERIOD OF VACANCY.]~~

6.08.100 **Administration.**

The administration of the disposal and transportation of solid waste in the city shall be under the ultimate supervision of the city administrator; provided, that the city administrator may delegate the duty of administration to his/her designee. **Provided further, that the city council shall be responsible for selecting a solid waste collection contractor, and for approving any contract or addendum with such contractor, unless the council in its discretion delegates such authority.**

6.08.110 **Garbage container requirements.**

A. Required. It shall be the duty of every person in possession, charge or control of any single-family dwelling, small residential complex or large residential complex dwelling, commercial establishment or public agency where garbage is created or accumulated at all times to keep or cause to be kept portable containers as described herein, and to deposit or cause to be deposited said garbage therein.

B. Waste containers shall be provided as follows:

1. Single-Family and Small Complex Residences. ~~[FOR SINGLE-FAMILY BUILDINGS AND SMALL COMPLEX RESIDENTIAL BUILDINGS, H]~~ Household garbage cans or minicans shall be provided by the owner, ~~[OR]~~ occupant, or contractor and shall comply with the requirements and limits described in the definitions.

2. Large Complex Residences. Large complex dwelling units shall be furnished with and charged for at least one thirty-two-gallon container per unit. Such container is to be furnished by the owner and/or occupants; provided, that bulk containers may be used at the request of the owner. ~~[IF THE CITY OPERATES THE UTILITY, THE TYPE OF CONTAINER USED FOR COMMERCIAL ACCOUNTS SHALL BE DETERMINED BY THE CITY ADMINISTRATOR OR HIS DESIGNEE, WITH APPEAL FROM THE DECISION BEING TO THE HEARING EXAMINER. IF THE UTILITY IS OPERATED BY THE CITY BY CONTRACT, T]~~ The type of container used for large complex accounts shall be determined by the contractor, with appeal from the decision being to the city.

3. Commercial Customers. Commercial users generating solid waste may be required to use bulk refuse containers. ~~[IF THE CITY OPERATES THE UTILITY, THE TYPES OF CONTAINER USED FOR COMMERCIAL ACCOUNTS SHALL BE DETERMINED BY THE CITY ADMINISTRATOR OR HIS DESIGNEE, WITH APPEAL FROM THE DECISION BEING TO THE HEARING EXAMINER. IF THE UTILITY IS OPERATED BY THE CITY BY CONTRACT, T]~~ The type of container used for commercial accounts shall be determined by the contractor, with appeal from the decision being to the city.

C. ~~[CONTAINER]~~ Receptacle Identification. All single-family and small complex residential refuse ~~[CONTAINERS]~~ receptacles shall bear the address of the premises served by the ~~[CONTAINER]~~ receptacle in permanent lettering with a minimum height of three inches.

D. Location. No ~~[CONTAINER]~~ receptacle shall be kept or stored within the confines of any street or public alley in a residential area. In blocks in which there are alleys, such ~~[CONTAINERS]~~ receptacles shall be kept on private property in a convenient and accessible location adjacent to such alley. In blocks in which there are no alleys, such ~~[CONTAINERS]~~ receptacles shall be kept on private property without interfering with the reasonable enjoyment of such private property or adjoining property. On the day that solid waste is normally collected, ~~[CONTAINERS]~~ receptacles shall be placed in readily accessible location not farther than five feet from the driving portion of the roadway. If such placement is impractical and ~~[CONTAINERS]~~ receptacles must be placed on the public walkway, ~~[CONTAINERS]~~ receptacles must be placed on the edge of the walkway, and must be removed immediately after collection.

E. Mobile Home Parks. Mobile home parks shall be required to provide central storage areas throughout the mobile home park for the location of solid waste

~~[CONTAINERS]~~ **receptacles**. ~~[CONTAINERS]~~ **receptacles** shall be located so that no mobile home is more than one hundred fifty feet from the closest ~~[CONTAINER]~~ **receptacle**.

F. Special ~~[CONTAINERS]~~ **receptacles**. All garbage ~~[CONTAINERS]~~ **receptacles**, other than those cans **and carts** ~~[-TYPE CONTAINERS]~~ used principally for residential purposes, will be provided and maintained ~~[BY THE CITY IF THE CITY PROVIDES THE GARBAGE DISPOSAL SERVICE OR]~~ by the contractor ~~[IF THE CONTRACTOR PROVIDES THE GARBAGE DISPOSAL SERVICE]~~. The rates schedule established by ~~[PERIODIC RESOLUTION BY THE CITY COUNCIL]~~ **contract** shall include the charge for use of such containers.

G. Deteriorated Garbage ~~[CONTAINERS]~~ **receptacles**. ~~[CONTAINERS]~~ **Receptacles** that have deteriorated to the extent of being hazardous to the collectors in handling such ~~[CONTAINERS]~~ **receptacles**, or to the extent that lids will not fit tightly or securely, or are so badly damaged and bent that they will not allow free discharge of the garbage or do not meet the general specifications of this chapter will be replaced by the owner of the ~~[CONTAINER]~~ **receptacle**.

H. Frequency of Collection. Residential ~~[GARBAGE]~~ **solid waste** collection service shall be provided on **at least** a weekly basis. The customer and ~~[THE CITY ADMINISTRATOR IF THE CITY PROVIDES THE SERVICE, OR]~~ the contractor ~~[IF THE CONTRACTOR PROVIDES THE SERVICE,]~~ shall determine the frequency of collection required for accounts other than residential accounts; provided, that disputes **between the customer and the contractor** regarding the frequency of service required shall be resolved by the city. ~~[HEARING EXAMINER IF THE UTILITY IS OPERATED BY THE CITY OR BY THE CITY IF THE UTILITY IS OPERATED BY A CONTRACTOR.]~~

6.08.120 Recycling container requirements.

A. Recyclables ~~[CONTAINERS]~~ **carts**. All recyclables ~~[COLLECTION CONTAINERS]~~ **carts** used principally for residential purposes will be owned, provided and maintained by the ~~[CITY OR]~~ contractor. The rate schedule ~~[ESTABLISHED BY RESOLUTION BY THE CITY COUNCIL]~~ **set forth in the city's contract with the contractor** shall include the charge for use of such ~~[CONTAINERS, IF APPLICABLE]~~ **carts**.

~~[1. SINGLE-FAMILY. FOR SINGLE-FAMILY BUILDINGS UP TO FOURPLEX RESIDENTIAL BUILDINGS, A SET OF THREE RECYCLING BIN CONTAINERS OR SINGLE STREAM CART PER HOUSEKEEPING UNIT SHALL BE PROVIDED BY THE CITY.~~

~~2. LARGE COMPLEX RESIDENCES. FOR LARGE COMPLEX DWELLING UNITS, ONE HUNDRED GALLON WHEELED RECYCLING TOTERS SHALL BE PROVIDED BY THE CITY. THE NUMBER OF TOTERS IS TO BE DETERMINED BY THE CONTRACTOR.]~~

B. Yard Debris Containers. All containers for the purpose of collecting recyclable yard debris will be owned, provided and maintained by the ~~city or~~ contractor. The rate schedule established by periodic resolution of the city council shall include the charge for use of such containers, if applicable.

C. Container Identification. All residential recyclable material container shall bear a logo in permanent lettering, as approved by the city.

D. Location. No container shall be kept or stored within the confines of any street or public alley in a residential area. In blocks in which there are alleys, such containers shall be kept on private property in a convenient and accessible location adjacent to such alley. In blocks in which there are no alleys, such containers shall be kept on private property without interfering with the reasonable enjoyment of such private property or adjoining property. On the day that recyclables or yard debris is normally collected, containers shall be placed in a readily accessible location not farther than five feet from the driving portion of the road. If such placement is impractical and containers must be placed on the public walkway, containers must be placed on the edge of the walkway, and must be removed immediately after collection.

E. Deteriorated Containers. Containers that have deteriorated to the extent of being hazardous to the collectors in handling such containers or are so badly damaged and bent that they will not allow free discharge of the recyclables will be replaced by the city as a member of ESCARC.

F. Frequency of Collection. The comprehensive recyclables and yardwaste collection, processing and marketing contract agreement shall determine the frequency of service.

6.08.130 Garbage – Sanitary conditions required.

All garbage shall be drained of liquids and wrapped in paper or other material before being deposited in the solid waste disposable container. The ~~[SOLID WASTE UTILITY]~~ **contractor** may refuse to collect un-drained garbage of a liquid or semiliquid state, unwrapped and improperly placed. The owner and tenant shall maintain garbage containers in a clean and sanitary condition.

6.08.140 Disposal of dead animals.

Disposal of dead animals must be in compliance with MMC 6.04.030. Dead animals **weighing more than fifteen (15) pounds** shall not be placed in solid waste containers.

6.08.150 Unacceptable solid waste.

The following wastes shall be considered unacceptable for collection without the special permission of ~~[THE CITY ADMINISTRATOR IF THE CITY OPERATES THE SOLID WASTE UTILITY OR]~~ the contractor ~~[IF THE UTILITY IS OPERATED BY CONTRACT]~~:

- A. Hazardous waste, dangerous materials or substances such as poisons, acids, caustics, infected materials and explosives;
- B. Construction and demolition debris of unusual quantities of materials resulting from the repair, excavation or construction of buildings;
- C. Materials which have not been prepared for collection according with these regulations;
- D. Solid waste resulting from industrial processes;
- E. Manure or animal droppings with the exception of those from pets when securely bagged;
- F. Recyclables and recyclable yard debris; and
- G. Yard rubbish.

6.08.160 Solid waste – Burying prohibited.

It is unlawful to bury solid waste in any place in the city.

6.08.170 Violations – Notice.

Whenever the city administrator may determine that there is a violation of any provision of this chapter, notice shall be given to the owner and/or occupant of the premises upon which the alleged violation has occurred. Such notice shall state the nature of the violation and a reasonable time for correcting such violation. Such notice shall be given by personal service or by certified mail, return receipt requested.

6.08.180 Violations – Penalty.

It is unlawful for any person to violate the provisions of this chapter. In the event of violations not corrected after notice is provided above, the property owner and/or tenant with respect to the property upon which the violation has occurred shall be guilty of a misdemeanor and shall be punished by a fine of not more than three hundred dollars; provided, further, that where the violation is of a continuing nature, then each day during which the violation continues shall constitute a separate violation of this chapter.

6.08.190 Theft of materials prohibited.

Once recyclable materials and yard debris materials have been set out on the curbside, or at such other location as authorized by the city, ownership of those recyclables and yard debris materials passes to the contractor. It shall be unlawful for any person other than the contractor to remove materials once they are set out on the curbside or other approved location. However, any person may collect recyclables and yard debris materials delivered to such person at a location where it is legal to accept such materials.

Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

**City of Monroe
and
Rabanco Ltd. d/b/a Republic Services of Lynnwood**

January 1, 2017 – December 31, 2021

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1 This Comprehensive Garbage, Recyclables, and Yard Debris Collection Contract (the
2 “Contract”) is entered into by and between the City of Monroe, a municipal corporation
3 of the State of Washington (“City”), and Rabanco Ltd. d/b/a Republic Services of
4 Lynnwood, a Washington Corporation (“Contractor”) to provide for collection of
5 Garbage, Recyclables, and Yard Debris from Residential and Commercial Customers
6 located within the City Service Area (each capitalized term is defined below).

7 **The parties, in consideration of the promises, representations and warranties**
8 **contained herein, agree as follows:**

9 **RECITALS**

10 WHEREAS, the City wishes to control Garbage, Recyclables, and Yard Debris
11 collection through a contractual relationship with the Contractor; and

12 WHEREAS, the Contractor represents that it has the experience, resources and
13 expertise necessary to perform the services; and

14 WHEREAS, the City desires to enter into this Contract with the Contractor for the
15 Garbage, Recyclables and Yard Debris collection services,

16 NOW, THEREFORE, in consideration of the mutual covenants, agreements and
17 promises herein contained, the City and Contractor do hereby agree as follows:

18 **DEFINITIONS.**

19 Capitalized terms used in this Contract and not otherwise defined shall have the
20 following meanings:

- 21 a) **Administrative Fee:** The term “Administrative Fee” means a monthly fee
22 remitted to the City from the Contractor.
- 23 b) **City:** The word “City” means the City of Monroe, Snohomish County,
24 Washington. As used in the Contract, it includes the official of the City holding the
25 office of City Administrator or the City’s otherwise-designated representative in
26 relation to the exercise of the City’s rights and the performance of the City’s
27 obligations under this Contract.
- 28 c) **City Service Area:** The term “City Service Area” means the portion of the City
29 subject to this Contract for services. The initial City Service Area shall be the
30 corporate limits of the City as of September 1, 2016 as shown in Attachment B.
- 31 d) **Contractor:** The word “Contractor” means Rabanco Ltd. d/b/a Republic Services
32 of Lynnwood, which is contracting with the City to collect and dispose of Garbage
33 and to collect, process, market and transport Recyclables and Yard Debris
34 subject to and in accordance with the terms and conditions of this Contract.
- 35 e) **CPI:** The term “CPI” means Consumer Price Index for All Urban Consumers
36 (CPI-U), U.S. City Average (1982-84 = 100) – Water and Sewer and Trash
37 Collection expenditure category (1997 = 100), as published by the U.S.
38 Department of Labor, Bureau of Labor Statistics.
- 39 f) **Curb or Curbside:** The words “Curb” or “Curbside” mean within five (5) feet of
40 the Public Street or Private Road without blocking sidewalks, driveways or on-

1 street parking. If extraordinary circumstances preclude such a location, Curbside
2 shall be considered a safe, legally compliant placement suitable to the resident,
3 convenient to the Contractor's equipment, and mutually agreed to by the City and
4 Contractor.

5 g) **Customer:** The term "Customer" means all account holders of solid waste
6 services within the City Service Area.

7 h) **Customer, Commercial:** The term "Commercial Customer" means non-
8 Residential Customers including businesses, institutions, governmental
9 agencies, Large Complex Residences, and all other users of commercial-type
10 collection services.

11 i) **Customer, Residential:** The term "Residential Customer" means all Single
12 Family Residences and Small Complex Residences.

13 j) **Detachable Container:** The term "Detachable Container" means a watertight
14 metal or plastic container equipped with a tight-fitting cover, capable of being
15 mechanically unloaded into a collection vehicle, and that is not less than one (1)
16 cubic yard or greater than eight (8) cubic yards in capacity.

17 k) **Documented Complaints:** The term "Documented Complaints" means those
18 complaints brought to the Contractor's attention for missed collections, failure to
19 deliver carts or containers on the agreed-upon date, failure to clean-up material
20 spilled by the Contractor's employees, collections performed outside the allowed
21 hours and other similar complaints to the City.

22 l) **Drop-box Container:** The term "Drop-box Container" means an all-metal
23 container with capacity greater than eight (8) cubic yards that is loaded onto a
24 specialized collection vehicle, transported to a disposal or recycling site, emptied
25 and transported back to the Customer's site.

26 m) **Excluded Waste:** The term "Excluded Waste: means any material waste,
27 substance or pollutant containing any Special Waste or any Hazardous Waste,
28 toxic substance, waste or pollutant, contaminant, pollutant, infectious waste,
29 medical waste, or radioactive waste, each as defined by applicable federal, state
30 or local laws or regulations, and any other materials that may not lawfully be
31 disposed of at any landfill designated in the Snohomish County Comprehensive
32 Solid Waste Management Plan as a disposal site used by the Snohomish County
33 Disposal System.

34 n) **Foodwaste:** The word "Foodwaste" means all compostable pre- and post-
35 consumer food scraps, such as whole or partial pieces of produce, meats,
36 bones, seafood, cheese, bread, cereals, coffee grounds and egg shells, and
37 food-soiled paper such as paper napkins, paper towels, paper plates, coffee
38 filters, paper take-out boxes, pizza boxes, paper milk cartons or other paper
39 products accepted by the Contractor's selected composting site. Foodwaste shall
40 not include dead animals greater than 15 pounds, plastics, diapers, bathroom
41 tissue, cat litter, liquid wastes, pet wastes or other materials prohibited by the
42 selected composting facility.

- 1 o) **Garbage:** The word “Garbage” means all putrescible and nonputrescible solid
 2 and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial
 3 wastes, swill, demolition and construction wastes, and discarded commodities
 4 that are placed by Customers of the Contractor in appropriate bins, bags, cans or
 5 other receptacles for collection and disposal by the Contractor. The term
 6 Garbage shall not include any Excluded Waste, Hazardous Wastes, Special
 7 Wastes, Source-separated Recyclables, Foodwaste or Yard Debris.
- 8 p) **Garbage Can:** The term “Garbage Can” means a City-approved, Customer-
 9 owned container that is a water-tight galvanized sheet-metal or plastic container
 10 not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; weighing
 11 not over fifteen (15) pounds when empty or sixty (60) pounds when full; fitted with
 12 two (2) looped, sturdy handles, one on each side; and fitted with a tight cover
 13 equipped with a handle. All containers shall be rodent and insect proof and kept
 14 in sanitary conditions at all times.
- 15 q) **Garbage Cart:** The term “Garbage Cart” means a Contractor-provided 32-, 64-
 16 or 96-gallon wheeled cart suitable for household collection, storage and Curbside
 17 placement of Garbage. Garbage Carts shall be rodent and insect proof and kept
 18 in sanitary condition at all times.
- 19 r) **Hazardous Waste:** The term “Hazardous Waste” means any substance that is:
 20 (A) Defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous
 21 waste by the United States Environmental Protection Agency under Subtitle C
 22 of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C.
 23 § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments
 24 (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et
 25 seq.; or any other federal statute or regulation governing the treatment,
 26 storage, handling or disposal of waste imposing special handling or disposal
 27 requirements similar to those required by Subtitle C of RCRA;
 28 (B) Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and
 29 regulated as dangerous waste or extremely hazardous waste by the
 30 Washington State Department of Ecology under the State Hazardous Waste
 31 Management Act, Chapter 70.105 RCW, or any other Washington State
 32 statute or regulation governing the treatment, storage, handling or disposal of
 33 wastes and imposing special handling requirements similar to those required
 34 by Chapter 70.105 RCW.
 35 Likewise, any substance that after the effective date of this Contract ceases to
 36 fall within this definition as determined by the City and the Contractor shall not be
 37 deemed to be Hazardous Waste.
- 38 s) **Licensed Property:** The term “Licensed Property” means any and all Contractor
 39 equipment, vehicles, facilities and other property of any nature.
- 40 t) **Mini-can:** The term “Mini-can” means a City-approved, Customer-owned water-
 41 tight galvanized sheet-metal or plastic container not exceeding twenty gallons in
 42 capacity or thirty pounds in weight when full; fitted with two sturdy handles, one
 43 on each side; and fitted with a tight cover equipped with a handle.

- 1 u) **Mini-cart:** The term “Mini-cart” means a Contractor-provided 20-gallon wheeled
2 cart suitable for household collection, storage and Curbside placement of
3 Garbage. Mini- Carts shall be rodent and insect proof and kept in sanitary
4 condition at all times.
- 5 v) **Mixed Paper:** The term “Mixed Paper” means magazines, junk mail, phone
6 books, bond or ledger grade paper, cardboard, paperboard packaging and other
7 fiber-based materials meeting industry standards. Tissue paper, paper towels,
8 used or unused toilet paper, food-contaminated paper or paper packaging
9 combined with plastic, wax or foil are excluded from the definition of Mixed
10 Paper.
- 11 w) **Private Road:** The term “Private Road” means a privately owned and maintained
12 way that allows for access by a service truck and that serves multiple
13 Residences.
- 14 x) **Public Street:** The term “Public Street” means a public right-of-way used for
15 public travel, including public alleys.
- 16 y) **Recyclables:** The word “Recyclables” means aluminum cans; corrugated
17 cardboard; glass containers; Mixed Paper; newspaper; plastic containers that
18 have contained non-hazardous products; polycoated cartons; Scrap Metals; tin
19 cans; and such other materials that the City with the Contractor’s consent (not
20 unreasonably to be withheld) determines to be marketable recyclable materials.
- 21 z) **Recycling Cart:** The term “Recycling Cart” means a Contractor-provided 64- or
22 96-gallon wheeled cart suitable for household collection, storage and Curbside
23 placement of Source-separated Recyclables.
- 24 aa) **Recycling Container:** The term “Recycling Container” means a Contractor-
25 provided Recycling Bin, Cart or Detachable Container suitable for on-site
26 collection, storage and placement of Source-separated Recyclables at
27 Multifamily Complexes.
- 28 bb) **Residence:** The word “Residence” means a living space individually rented,
29 leased or owned.
- 30 cc) **Residences, Large Complex:** The term “Large Complex Residences” means all
31 residential complexes containing five (5) or more units not conveniently served
32 as a single family residence.
- 33 dd) **Residences, Single Family:** The term “Single Family Residences” means a
34 detached building containing only one residence.
- 35 ee) **Residences, Small Complex:** The term “Small Complex Residences” means all
36 duplexes, triplexes, and fourplexes and residential complexes containing five (5)
37 or more units that are served as a single family residence.
- 38 ff) **Scrap Metals:** The term “Scrap Metals” means ferrous and non-ferrous metals,
39 including small appliances, not to exceed two (2) feet in any direction and thirty-
40 five (35) pounds in weight per piece.

1 gg) **Snohomish County Disposal System:** The term “Snohomish County Disposal
2 System” means the facilities owned, leased or contracted for by the Snohomish
3 County Solid Waste Division, Snohomish County, Washington for the handling,
4 processing, transfer and/or disposal of materials of the kind collected under this
5 Contract, and includes such additional facilities as may be authorized at any
6 given time by the then-current Snohomish County Comprehensive Solid Waste
7 Management Plan as locations to which materials of the kind collected under this
8 Contract may be delivered for handling, processing, transfer and/or disposal.

9 hh) **Source-separated:** The term “Source-separated” means certain recyclable
10 materials that are separated from Garbage by the generator for recycling or
11 reuse, including, but not limited to Recyclables, Yard Debris and other materials.

12 ii) **Special Waste:** The term “Special Waste” means polychlorinated biphenyl
13 (“PCB”) wastes, industrial process wastes, asbestos containing materials,
14 petroleum contaminated soils, treated/de-characterized wastes, incinerator ash,
15 medical wastes, demolition debris and other materials requiring special handling
16 in accordance with applicable federal, state, county or local laws or regulations.

17 jj) **Surety:** The term “Surety” means the surety on the performance bond required
18 pursuant to Section 6.6.

19 kk) **Yard Debris:** The term “Yard Debris” means leaves, grass and clippings of
20 woody, as well as fleshy plants. The term includes unflocked whole holiday trees.
21 Materials larger than four (4) inches in diameter or four (4) feet in length are
22 excluded. The term also includes bundles of Yard Debris up to two (2) feet by
23 two (2) feet by four (4) feet in dimension provided they are secured by
24 degradable string or twine, not nylon or other synthetic materials. Kraft paper
25 bags may be used to contain Yard Debris.

26 ll) **Yard Debris Cart:** The term “Yard Debris Cart” means a Contractor-provided 64-
27 or 96-gallon wheeled cart provided to subscribing Customers for the purpose of
28 containing and collecting Yard Debris and Foodwaste.

29 1. TERM OF CONTRACT.

30 The initial term of this Contract is five years, starting on January 1, 2017
31 (“Commencement Date”). Unless otherwise provided by notice from one of the parties,
32 the Contract shall thereafter renew automatically for successive three year terms
33 commencing on January 1 (“Anniversary Date”) of each year. Provided, beginning two
34 years after the Commencement Date, either the City or Contractor each shall have the
35 right, with or without cause, by written notice to the other party, to terminate the
36 Contract effective as of the Anniversary Date three years from the time that notice is
37 given, and thereby discontinue any further renewals of this Contract, unless mutually
38 agreed to cancel the notice of termination.

1 **2. SCOPE OF WORK**

2 **2.1 General Collection System Requirements**

3 **2.1.1 City Service Area**

4 The Contractor shall provide all services pursuant to this Contract throughout the entire
5 City Service Area.

6 **2.1.2 Annexation**

7 If, during the term of the Contract, additional territory is added to the City through
8 annexation or other means within which the Contractor has an existing Washington
9 Utilities and Transportation Commission certificate or other franchise for solid waste
10 collection at the time of annexation, the Contractor shall make collection in such
11 annexed area in accordance with the provisions of this Contract at the unit prices set
12 forth in this Contract; provided however the City has also complied with RCW
13 35A.14.900 and secured Contractor's concurrence therein. The City acknowledges that
14 equipment, such as trucks, carts and containers, may take time to procure, and
15 therefore, shall not penalize the Contractor for delays of up to thirty (30) days in the
16 initial provision of services to annexed areas due to procurement delays that are not
17 within the control of the Contractor.

18 Annexed area Customers shall receive the same containers as used elsewhere in the
19 City, in accordance with the provisions of this Contract. In the event where an annexed
20 area is being serviced with containers different from the City's program, the Contractor
21 shall be responsible for timely Customer notification, removal and recycling of existing
22 containers and delivery of appropriate containers to those Customers.

23 **2.1.3 Site Access**

24 Residences located in an area that does not allow safe access, turn-around or
25 clearance for service vehicles will be provided service if materials are set out adjacent
26 to a Public Street or Private Road.

27 If the Contractor reasonably believes that a Private Road cannot be safely negotiated or
28 that providing walk-in service Residential Customers is impractical due to distance or
29 unsafe conditions, the Contractor may request the City to evaluate on-site conditions
30 and make a determination of the best approach for providing safe and appropriate
31 service to the Customer. The City's decision shall be final, provided that the Contractor
32 shall not be required to endanger workers, equipment or property.

33 If the Contractor reasonably believes that there is a probability of Private Road damage,
34 the Contractor shall inform the respective Customers and may require a damage waiver
35 agreement (previously approved by the City) or decline to provide service on those
36 Private Roads.

37 **2.1.4 Hours/Days of Operation**

38 All Can, Cart and Detachable Container collections within the City shall be made
39 between the hours of 6:00 a.m. and 7:00 p.m. on designated consistent weekday,
40 unless the City in its sole discretion authorizes a temporary extension of hours or days.
41 Drop-box collection within in residential areas shall be made between the hours of 7:00
42 a.m. and 5:00 p.m., unless the City authorizes a temporary extension of hours or days.

1 Saturday collection is allowed to the extent consistent with make-up collections, and
2 holiday, inclement weather schedules and Commercial Customer preferences.

3 **2.1.5 Employee Conduct**

4 The Contractor's employees collecting Garbage, Recyclables and Yard Debris shall at
5 all times be courteous, refrain from loud, inappropriate or obscene language, exercise
6 due care, perform their work without delay, minimize noise, and avoid damage to public
7 or private property. If on private property, employees shall follow the regular pedestrian
8 walkways and paths, returning to the street after replacing empty containers.
9 Employees shall not trespass or loiter, cross flower beds, hedges or property of
10 adjoining premises, or meddle with property that does not concern them or their task at
11 hand. While performing work under the Contract, employees shall wear a professional
12 and presentable uniform with a company emblem visible to the average observer.

13 If any person employed by the Contractor to perform collection services is, in the
14 reasonable opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the
15 City shall promptly document the incompetent, disorderly or unsatisfactory conduct in
16 writing and transmit the documentation to the Contractor with a demand that such
17 conduct be corrected. The Contractor shall investigate any written complaint from the
18 City regarding any unsatisfactory performance by any of its workers. If the offending
19 conduct is repeated, the City may require that the person be removed from all
20 performance of additional work under this Contract. Removal shall be addressed by the
21 Contractor immediately.

22 **2.1.6 Disabled or Impaired Persons Service**

23 The Contractor shall offer carry-out service for Garbage, Recyclables and Yard Debris
24 to households lacking the ability to place containers at the Curb, at no additional charge.
25 The City shall provide the Contractor with a City-vetted list of carry-out households on a
26 quarterly basis.

27 **2.1.7 Holiday Schedules** The Contractor shall observe the same holiday schedule as
28 do Snohomish County Transfer Stations (New Year's Day, Thanksgiving Day, and
29 Christmas Day).

30 When the day of regular collection is a Snohomish County Transfer Station holiday, the
31 Contractor may reschedule the remainder of the week of regular collection to the next
32 succeeding workday, which shall include Saturdays. The Contractor may not collect
33 Residential Garbage, Recyclables or Yard Debris earlier than the regular collection day
34 due to a holiday. Commercial collections may be made one day early only with the
35 written consent of the Commercial Customer.

36 **2.1.8 Inclement Weather**

37 When weather conditions are such that continued operation would result in danger to
38 the Contractor's staff, area residents or property, the Contractor shall collect only in
39 areas that do not pose a danger. The Contractor shall notify the City of its collection
40 plan for each day inclement weather is experienced as soon as practical that day.

41 The Contractor shall collect reasonable accumulated volumes of Garbage, Recyclables
42 and Yard Debris from Customers with interrupted service on the Customer's next
43 regularly scheduled service at no extra charge. However, if such conditions continue for

1 a second consecutive collection day or more the Contractor shall, on the first day that
2 regular service to a Customer resumes, collect reasonable accumulated volumes of
3 materials equal to what would have been collected on the missed collection day(s) from
4 Customers at no extra charge. Following notification to the City, the Contractor will be
5 provided temporary authorization to perform collection services after 7:00 pm in order to
6 finish collection routes.

7 Weather policies shall be included in program information provided to Customers. On
8 each inclement weather day, the Contractor shall release notices to the local radio and
9 television stations (e.g. KNKX, KIRO, KOMO and KUOW radio stations) notifying
10 residents of the modification to the collection schedule. Additionally, information will be
11 posted daily on the Contractor's website. When time allows, the Contractor shall utilize
12 its reverse auto-call system to inform Customers of delays and/or cancellations of
13 service.

14 **2.1.9 Collection from Problem Customers**

15 The City and Contractor acknowledge that, from time to time, some Customers may
16 cause disruptions or conflicts that make continued service to that Customer
17 unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated
18 damage to Contractor-owned containers, repeated suspect claims of timely set-out
19 followed by demands for return collection at no charge, repeated claims of Contractor
20 damage to a Customer's property, or other such problems.

21 The Contractor shall make every reasonable effort to provide service to those problem
22 Customers. However, if reasonable efforts to accommodate the Customer and to
23 provide services fail, the Contractor may deny or discontinue service to a problem
24 Customer, following 14 days prior written notice to the City and the Customer, including
25 the name, service address and reason for such action. The City may, at its discretion,
26 intervene in the dispute upon receipt of an appeal from the Customer. In this event, the
27 decision of the City shall be final. The City may also require the denial or discontinuance
28 of service to any Customer who is abusing the service or is determined to be ineligible.

29 **2.1.10 Missed Collections**

30 If Garbage, Recyclables or Yard Debris are set out inappropriately, improperly prepared
31 or contaminated with unacceptable materials, the Contractor shall place in a prominent
32 location a notification tag that identifies the specific problem(s) and reason(s) for
33 rejecting the materials for collection.

34 The failure of the Contractor to collect Garbage, Recyclables or Yard Debris that has
35 been set out by a Customer in the proper manner shall be considered a missed pick-up,
36 and the Contractor shall collect the materials from the Customer before the end of the
37 next business day. The Contractor shall maintain a written record of all calls related to
38 missed pick-ups and the response provided by the Contractor. Such records shall be
39 made available for inspection upon request by the City and shall be included in monthly
40 reports.

41 If the Contractor is requested by the Customer to make a return trip due to no fault of
42 the Contractor, the Contractor shall be permitted to charge the Customer an additional

1 fee for this service, provided the Contractor notifies the Customer of this charge in
2 advance.

3 **2.1.11 Same Day Collection**

4 Garbage, Recyclables and Yard Debris collection shall occur on the same regularly
5 scheduled day of the week for Residential Customers. The collection of Garbage,
6 Recyclables and Yard Debris from Commercial Customers need not be scheduled on
7 the same day.

8 **2.1.12 Requirement to Recycle and Compost**

9 The Contractor shall recycle or compost all Source-separated Recyclables and Yard
10 Debris collected, unless express prior written permission is provided by the City. The
11 Contractor shall operate its material recovery facility in a manner to ensure that
12 processed recyclables destined for market have no greater outthrows, prohibited
13 materials or contamination than allowed under current industry standards. For the
14 purposes of evaluating this performance requirement, "industry standards" shall be the
15 current specifications issued by the Institute of Scrap Recycling Industries: *Scrap*
16 *Specifications Circular 2004 Guidelines for Nonferrous Scrap, Ferrous Scrap, Glass*
17 *Cullet, Paper Stock and Plastic Scrap,*" or successor circular or guidelines. The
18 disposal of contaminants separated during processing is acceptable to the extent that it
19 is unavoidable and consistent with industry standards, provided that under no
20 circumstances shall the disposal of residuals exceed ten percent by weight of the total
21 monthly quantity collected of either Source-Separated Recyclables or Yard Debris
22 unless the Contractor can establish that such excess contaminants are the result of
23 special circumstances beyond the Contractor's control, processing of materials may
24 result in damage to Contractor's equipment or are caused solely by the actions of
25 generators. Disposal of contaminants shall be tracked by the Contractor as to the
26 weight and percentage of materials collected on a monthly basis and included in the
27 monthly reports.

28 The City shall be provided access to the Contractor's processing facilities with 24-hours
29 notice for the purposes of periodically monitoring the facilities' performance under this
30 Section. Monitoring may include, but not be limited to, breaking selected bales and
31 measuring outthrows and prohibitives by weight, taking samples of processed glass and
32 metals, reviewing actual markets and use of processed materials, and other activities to
33 ensure that Contractor performance under this Contract and that mis-directed
34 recyclables and contamination are minimized. All such investigations shall be done in
35 strict compliance with Contractor's safety policies.

36 Obvious contaminants included with either Source-separated Recyclables or Yard
37 Debris shall not be collected, and shall be left in the Customer's container with a
38 prominently displayed notification tag explaining the reason for rejection.

39 **2.1.13 Routing, Notification and Approval**

40 The Contractor shall indicate, on a map acceptable to the City, the day of the week
41 Garbage, Recyclables and Yard Debris shall be collected from each Residential area.
42 One hard copy of the map, along with an electronic file, shall be provided to the City at
43 the start of the Contract as well as anytime a change is proposed.

1 The Contractor may change the day of collection by giving notice at least thirty (30)
2 days prior to the effective date of the proposed change to and obtaining written approval
3 from the City. On the City's approval, the Contractor shall provide affected Customers
4 with at least fourteen (14) days written notice of pending changes of collection day. The
5 Contractor shall obtain the prior written approval from the City of the notice to be given
6 to the Customer, such approval not to be unreasonably withheld.

7 **2.1.14 Vehicle Condition**

8 Vehicles used in the performance of this Contract shall be maintained in a clean and
9 sanitary manner, and shall be thoroughly washed at least twice a month. All collection
10 equipment shall have appropriate safety markings, including all highway lighting,
11 flashing and warning lights and signals, clearance lights, and warning flags, all in
12 accordance with current statutes, rules and regulations. Equipment shall be maintained
13 in good condition at all times. All parts and systems of the collection vehicles shall
14 operate properly and be maintained in a condition satisfactory to the City. The
15 Contractor shall maintain collection vehicles to ensure that no liquid wastes (such as
16 Garbage or Yard Debris leachate) or oils (lubricating, hydraulic or fuel) are discharged
17 to Customer premises or City streets. Unremediated spills and failure to repair vehicle
18 leaks shall be subject to liquidated damages. Any equipment not meeting these
19 standards shall not be used within the City until repairs are made.

20 All collection vehicles shall be labeled with signs which clearly indicate the vehicle
21 inventory number and a Customer complaint telephone number. The vehicle inventory
22 number shall be displayed adjacent to the Customer complaint telephone number.
23 Signs shall use lettering not less than four (4) inches high and shall be clearly visible
24 from a minimum distance of twenty (20) feet. Signs, sign locations and the complaint
25 telephone number shall be subject to approval by the City. No advertising shall be
26 allowed on Contractor vehicles other than the Contractor's name, logo, Customer
27 service telephone number and website address. Special promotional messages directly
28 related to the Contractor's own business may be permitted, upon the City's prior written
29 approval.

30 All Contractor route, service and supervisory vehicles shall be equipped with two-way
31 communication equipment, including all necessary licenses. The Contractor shall
32 maintain a base station or have equipment capable of reaching all collection areas.

33 Contractor shall maintain maintenance records for all vehicles and equipment used in
34 the performance of this Contract. Maintenance records shall be kept for a minimum of 7
35 years and shall, at a minimum, include a historical log of vehicle and equipment
36 problems, repairs, painting and maintenance activities, and for each vehicle, shall
37 indicate the vehicle's identification number, make, model, age and mileage.
38 Maintenance records shall be made available for review by the City upon request.

39 **2.1.15 Container Requirements and Ownership**

40 **2.1.15.1 Mini-cans and Garbage Cans**

41 Both Residential and Commercial Customers may elect to use Customer-owned Mini-
42 cans or Garbage Cans, or may choose to use Contractor-owned Carts for Garbage
43 collection service. In all cases, Customers will be directed to have at least one rigid

1 container as their primary Garbage container. Plastic bags may be used for overflow
2 volumes of Garbage, but not as a Customer's primary container.

3 If a Customer uses their own Mini-can or Garbage Can, Contractor crews shall be
4 expected to handle the containers in such a way as to minimize undue damage. The
5 Contractor shall be responsible for unnecessary or unreasonable damage to Customer-
6 owned containers caused by the Contractor.

7 2.1.15.2 Garbage, Recyclables and Yard Debris Carts

8 The Contractor shall provide 20-, 32-, 64- and 96-gallon Garbage Carts; 64- and 96-
9 gallon Recycling Carts; and 64- and 96-gallon Yard Debris Carts to new Customers
10 within the City Service Area, including new residences and annexation areas as well as
11 replacement Carts to existing Customers who request them because of loss, theft or
12 damage. All carts shall be manufactured from a minimum of 10 percent (10%) and up to
13 25 percent (25%) post-consumer recycled plastic, with a lid that will accommodate a
14 Contractor affixed screening or label. Carts shall be provided within seven (7) days of a
15 customer request at the Contractor's sole expense.

16 All Carts shall include information materials describing material preparation and
17 collection requirements. Any materials published by the Contractor must be reviewed
18 and approved by the City prior to printing and distribution by the Contractor. All Carts
19 shall be labeled with materials preparation instructions, as appropriate.

20 All Contractor-owned wheeled carts shall: be maintained by the Contractor in good
21 condition for material storage and handling; contain no jagged edges or holes; contain
22 wheels or rollers for movement; and be equipped with an anti-skid device or sufficient
23 surface area on the bottom of the container to prevent unwanted movement. The carts
24 shall contain instructions for proper use, including any Customer actions that would void
25 manufacturer warranties (such as placement of hot ashes in the container causing the
26 container to melt), and procedures to follow in order to minimize potential fire problems.

27 Collection crews shall note damaged hinges, holes, poorly functioning wheels and other
28 similar repair needs on Contractor-owned carts (including those for Garbage, Recycling
29 and Yard Debris) and forward repair notices to the Contractor's service personnel. Cart
30 repairs shall then be made within seven (7) days at the Contractor's expense. Any
31 wheeled cart that is damaged or missing on account of accident, act of nature or the
32 elements, fire, or theft or vandalism by other members of the public shall be replaced no
33 later than seven (7) business days after notice from the Customer or City. Replacement
34 carts may be used and reconditioned, but shall be clean and appear presentable.
35 Unusable carts shall be cleaned (if necessary) and recycled to the extent possible.

36 If a particular Customer repeatedly damages a cart or requests more than one
37 replacement cart during the term of the Contract due to the Customer's own negligence
38 or intentional misuse, the Contractor may charge that Customer the actual cost of
39 necessary repairs.

40 2.1.15.3 Detachable and Drop-box Containers

41 The Contractor shall furnish and install 1-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable
42 Containers, and 10-, 20-, 30- and 40-cubic yard uncompacted Drop-box Containers to
43 any Customer who requires their use for storage and collection of Garbage,

1 Recyclables or Yard Debris within seven (7) days of the request. Containers shall be
2 located on the premises in a manner satisfactory to the Customer and for collection by
3 the Contractor.

4 Detachable Containers shall be: watertight and equipped with tight-fitting metal or
5 plastic covers; have four (4) wheels for containers 2-cubic yards and under; be in good
6 condition for Garbage and Recyclables storage and handling; and, have no leaks,
7 jagged edges or holes. Drop-box Containers shall be all-metal.

8 Containers on Customers' premises are at the Contractor's risk and not the City's risk.
9 The Contractor shall repair or replace within twenty-four (24) hours any container that
10 was supplied by the Contractor and was in use if the City or a health department
11 inspector determines that the container fails to comply with reasonable standards or
12 constitutes a health or safety hazard.

13 Customers may elect to own or secure containers from other sources, and shall not be
14 subject to discrimination by the Contractor in collection services on that account.
15 However, containers owned or secured by Customers must be capable of being
16 serviced by front load or Drop-box Container collection vehicles to be eligible for
17 collection. The Contractor is not required to service Customer containers that are not
18 compatible with the Contractor's equipment.

19 If a particular Customer repeatedly damages a container due to the Customer's own
20 negligence or intentional misuse, the Contractor shall forward in writing the Customer's
21 name and address to the City. The City may in its sole discretion intervene in an attempt
22 to resolve the problem. If the problem continues, the Contractor may discontinue service
23 to that Customer, on the City's prior approval.

24 **2.1.15.5 Ownership**

25 On the expiration or termination of this Contract for any reason, all Contractor-supplied
26 Garbage Carts, Recycling Carts and Yard Debris Carts, detachable containers, and roll-
27 off boxes purchased or obtained by the Contractor shall remain the property of the
28 Contractor.

29 **2.1.15.6 Container Labeling**

30 Contractor-provided Recycling Carts, Yard Debris Carts, and Garbage Carts shall be
31 marked so as to be easily identified by waste type and shall include waste-specific
32 collection instructions.

33 **2.1.16 Spillage**

34 All loads collected by the Contractor shall be completely contained in collection vehicles
35 at all times, except when material is actually being loaded or unloaded. Hoppers on all
36 collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary
37 blowing or spillage. Any spillage of materials that occurs during collection shall be
38 immediately cleaned up by the Contractor at its expense.

39 All vehicles used in the performance of this Contract shall be required to carry regularly
40 maintained spill kits. At a minimum, spill kits shall include absorbent pads or granules,
41 containment booms, storm drain covers, sweepers and other similar materials sufficient
42 to contain, control and, for minor events, appropriately clean-up, blowing materials,

1 litter, leaks and spillage of vehicle fluids and leachate. Spill kits shall also include
2 employee spill containment instructions and procedures as well as a regularly updated
3 list of emergency contacts. The Contractor shall develop spill response procedures for
4 review and approval by the City before initiating any work under this Contract. All of
5 Contractor's drivers shall be provided with annual training on the use of spill kits and
6 associated containment and notification procedures.

7 **2.1.17 Pilot Programs**

8 The City may wish to test and/or implement one or more new developments in waste
9 stream segregation, materials processing or collection technology at some point during
10 the term of the Contract. The City shall notify the Contractor in writing at least ninety
11 (90) days in advance of its intention to implement a pilot program or of its intentions to
12 utilize a new technology system on a City-wide basis. The additional costs (or savings)
13 accrued by City-initiated pilot programs, and modifications to the fees and rates of
14 Contractor to reflect such additional costs or savings, shall be negotiated prior to
15 implementation.

16 Contractor-initiated pilot programs shall require prior written notification and approval by
17 the City. Contractor-initiated pilot programs shall be performed at no additional cost to
18 the City or the Contractor's Customers; however, savings accrued may be subject to
19 negotiations prior to implementation at the City's request.

20 **2.1.18 Disruption Due to Construction**

21 The City reserves the right to construct any improvement or to permit any such
22 construction in any street or alley in such manner as the City may direct, which may
23 have the effect for a time of preventing the Contractor from traveling the accustomed
24 route or routes for collection. However, the Contractor shall, by the most expedient
25 manner, continue to collect Garbage, Recyclables and Yard Debris to the same extent
26 as though no interference existed upon the streets or alleys normally traversed. This
27 shall be done at no extra expense to the City or the Contractor's Customers. The City
28 and Contractor will reasonably coordinate in good faith to accommodate for the
29 disruption and ensure that all Customers are serviced in a timely manner.

30 **2.1.19 Contractor Planning Assistance**

31 The Contractor shall, upon request and without additional cost, make available site
32 planning assistance to either the City, property owners, and developers. The site
33 planning assistance shall be available for all new construction or remodeling of buildings
34 and structures within the City Service Area, and shall address the design and planning
35 of Garbage, Recyclables and Yard Debris removal areas and their location upon the site
36 of the proposed construction or remodeling project. Contractor planning assistance for
37 optimizing loading docks and other areas shall also be available for existing building
38 managers when realigning Garbage, Recyclables and Yard Debris services. If the City
39 requests site planning assistance from Contractor in accordance with this section, the
40 City shall make its best efforts to forward permit application plans to the Contractor for
41 prior review during the City's internal review process for construction and development
42 permits. The Contractor shall approve solid waste enclosure locations in writing the
43 Monroe Municipal Code at no cost to the City or Contractor's Customer.

1 **2.1.20 Safeguarding Public and Private Facilities**

2 The Contractor shall protect and take all necessary steps to avoid damage to all public
3 and private improvements, facilities and utilities whether located on public or private
4 property, including street curbs. If such improvements, facilities, utilities or curbs are
5 damaged by reason of the Contractor's operations, the Contractor shall notify the City
6 immediately in writing of all damage, and the Contractor shall repair or replace the same
7 except that the Contractor's responsibility for normal wear and tear to City streets shall
8 be limited to the payment of the Administrative Fee in accordance with Section 3.1. If
9 the Contractor fails to do so promptly, as determined by the City, the City may, without
10 prejudice to any other remedy or penalty, cause repairs or replacement to be made, and
11 the cost of doing so shall be billed to the Contractor or deducted from amounts owed
12 the Contractor under the Contract. The City shall not be liable for any damage to
13 property or person caused by the Contractor, and the Contractor agrees to fully
14 indemnify, protect, defend and hold the City harmless for any such damage, including
15 costs and attorney's fees arising as a result of such damage as set forth in Section 6.7.

16 **2.1.21 Company Name**

17 The Contractor shall not use a firm name containing the words "Monroe," "City," or any
18 words implying municipal ownership.

19 **2.1.22 Customer Service**

20 The Contractor shall be responsible for providing all Customer service functions relating
21 to service delivery, including without limitation informing Customers of potential service
22 levels and charges, receiving and resolving Customer complaints, and dispatching
23 Drop-box Containers. These functions shall be provided at the Contractor's sole
24 expense.

25 **2.1.22.1 Customer Service Hours**

26 The Contractor's Customer service shall be accessible by a toll-free phone number. The
27 Contractor's Customer service hours shall be at a minimum from 8 a.m. to 5 p.m. daily,
28 except Saturdays, Sundays, and holidays designated in Section 2.1.7. The Contractor's
29 Customer service hours shall also include all collection days.

30 The Contractor shall maintain an emergency telephone number for City use outside
31 normal business hours. The Contractor shall have a representative or an answering
32 service to contact such representative, available at said emergency telephone number
33 during all hours other than normal business hours.

34 **2.1.22.2 Customer Service Requirements**

35 **A. Service Recipient Complaints and Inquiries**

36 During business hours, the Contractor shall maintain a complaint service and a
37 telephone answering system capable of accepting at least four incoming calls at one
38 time. The Contractor shall record all complaints, including date, time, complainant's
39 name and address, if the complainant is willing to give this information, and nature, date
40 and manner of resolution of the complaint in a computerized daily log. Any such calls
41 received via the Contractor's answering service shall be recorded in the log the
42 following work day. The Contractor shall make every reasonable effort to resolve all

1 complaints within twenty-four (24) hours of the original call.

2 The Customer service log shall be available for inspection by City representatives
3 during the Contractor's office hours and shall be in a format approved by the City. The
4 Contractor shall provide a copy of this log in computerized form to the City upon
5 request.

6 All incoming calls shall be answered promptly and courteously. Customers shall be
7 able to receive recorded service information and also talk directly with a Customer
8 service representative when calling the Contractor's Customer service telephone
9 number. Upon the receipt of Customer complaints in regards to busy signals or
10 excessive delays in answering the telephone, the City may request and the Contractor
11 shall submit a plan to the City for correcting the problem. Once the City has approved
12 the plan, the Contractor shall have sixty (60) days to implement the corrective
13 measures. Reasonable corrective measures shall be implemented without additional
14 compensation to the Contractor.

15 The Contractor shall provide an Internet website containing collection schedules,
16 material preparation requirements, rates, inclement weather service changes, and other
17 relevant service information for its Customers. The website shall include an e-mail
18 function for Customer communication with the Contractor. The website design shall be
19 submitted for City approval prior to collection service commencement.

20 B. Recyclables and Yard Debris/Foodwaste Programs

21 The Contractor's Customer service representatives shall be fully knowledgeable of all
22 collection and related services available to Monroe residents as referenced in this
23 Contract. For new Customers, Customer service representatives shall explain all
24 Garbage, Yard Debris and Recyclables collection services available. For existing
25 Customers, the representatives shall resolve recycling issues, missed pickups, cart
26 deliveries, etc. Customer service representatives shall be trained to inform Customers
27 of Yard Debris, Foodwaste and Recyclables preparation specifications. City policy
28 questions shall be forwarded to the City for response.

29 C. Monitoring and Evaluation

30 The Contractor shall develop and maintain a program in place to monitor and evaluate
31 the quality of Customer service and to determine overall Customer satisfaction with the
32 Contractor's services. Monitoring and evaluation methods shall include random
33 Customer surveys, periodically monitoring Customer service, and other such methods.
34 The Contractor shall work with the City to monitor and ensure that high levels of
35 Customer service are demonstrated throughout the Contract term.

36 **2.1.23 Customer Billing Responsibilities**

37 The Contractor shall be responsible for all billing functions related to the waste
38 collection and other services provided under this Contract. All Residential Customers
39 shall be billed at least quarterly, and Commercial Customers shall be billed monthly.
40 Billing and accounting costs associated with Customer invoicing shall be borne by the
41 Contractor and are included in the service fees in Attachment A. The Contractor may bill
42 to Customers the late payments, suspend fees, and NSF check charges included in

1 Attachment A, as well as the costs of bad debt collection.

2 Upon a minimum of forty-eight hours advance notice Residential Customers may
3 temporarily suspend service for any absence of two (2) weeks or more with a maximum
4 of ninety days in any concurrent twelve-month period and bill billed on a prorated basis
5 for actual services required. Low-income senior and disabled Customers may
6 temporarily suspend service for any absence of two (2) weeks or more with a maximum
7 of one hundred eighty days in any concurrent twelve-month period. Accounts must be
8 current, no temporary suspension shall be granted for an account that is delinquent.
9 When service is temporarily suspended, the Contractor may continue to bill for
10 container rentals, if applicable.

11 All Residential Customer collection costs and revenues shall be included in the Garbage
12 collection rate and shall not be charged or itemized separately. All Yard Debris services
13 shall be itemized and charged separately.

14 The Contractor shall be responsible for the following:

- 15 • Generating combined Garbage, Recyclables and Yard Debris collection bills.
16 Bills must include a statement indicating the Customer's current service level,
17 current charges and payments, and applicable taxes and fees.
- 18 • Accepting, processing and posting payment data each business day.
- 19 • Maintaining a system to monitor Customer subscription levels, record excess
20 Garbage collected, place an additional charge on the Customer's bill for the
21 excess collection, and charge for additional services requested and delivered.
22 This system shall maintain a Customer's historical account data for a period of
23 not less than two years.
- 24 • Accepting and responding to Customer requests for service level changes,
25 missed or inadequate collection services, and additional services.
- 26 • Collecting unpaid charges from Customers for collection services.
- 27 • Implementing rate changes as specified in Sections 3.2 and 3.3.
- 28 • Including lines for Customer service messages on Customer bills.

29 The Contractor shall develop and maintain procedures in place to back up and
30 minimize the potential for the loss or damage of the account servicing (Customer
31 service, service levels and billing history) database.

32 Upon seven (7) days written notice, the Contractor shall provide the City with a paper
33 and/or electronic copy at the City's discretion of the requested Customer information
34 and history, including but not limited to Customer names, service and mailing
35 addresses, contact information, service levels and current account status.

36 **2.1.24 Coordination with City and Annual Performance Review**

37 The Contractor's supervisory staff shall be available to meet with the City at the City's
38 offices on request to discuss operational and Contract issues. The City may, at its
39 option, conduct an annual performance review of the Contractor's performance under
40 this Contract. The results of the performance review shall be presented to the

1 Contractor and a plan for addressing any deficiencies shall be provided to the City
2 within two (2) weeks of the Contractor's receipt of the review. The Contractor shall plan
3 for and correct in good faith any deficiencies found in its performance under this
4 Contract.

5 The Contractor's plan shall address all identified deficiencies and include a timeline for
6 corrective actions. The Contractor's corrective plan shall be subject to reasonable
7 review and approval by the City. Upon approval of the plan, Contractor shall proceed to
8 correct deficiencies.

9 The Contractor shall continually monitor and evaluate all operations to ensure
10 compliance with this Contract. At the request of the City, or at no less than quarterly
11 intervals, the Contractor shall report its actual performance measures, how they
12 compare with the City performance requirements, and provide a plan and timelines for
13 remedial measures to correct any items failing to meet City requirements.

14 The City may perform annual performance reviews to confirm various aspects of the
15 Contractor's operations and compliance with this Contract. City staff or contracted
16 consultants may provide the review at the City's direction. The Contractor shall fully
17 cooperate and assist with all aspects of the performance review, including access to
18 route and Customer service data, safety records and other applicable information.

19 **2.1.25 Disposal Requirements**

20 All Garbage collected under this Contract, as well as residues from processing
21 Recyclables and Yard Debris, shall be delivered to the Snohomish County Disposal
22 System unless otherwise agreed in writing by the City.

23 **2.1.26 Excluded Waste**

24 Notwithstanding any other provision of this Contract: (a) except as otherwise required
25 by applicable law, the Contractor shall have no obligation to inspect any material
26 collected pursuant to this Contract; (b) if Excluded Waste is discovered before the
27 Contractor collects it, the Contractor may refuse to collect the entire container of waste;
28 (c) if any Excluded Waste is not discovered by the Contractor before it is collected, the
29 Contractor may, in its sole discretion, remove, transport and dispose of such Excluded
30 Waste at a location authorized to accept such Excluded Waste in accordance with all
31 applicable laws and charge the Customer, depositor or generator of such Excluded
32 Waste all direct and indirect cost incurred due to removal, remediation, handling,
33 transportation, delivery and disposal of such Excluded Waste; and (d) to the extent
34 consistent with applicable law, title to and liability for any Excluded Waste shall remain
35 with the Customer, generator or depositor and shall at no time pass to the Contractor.
36 Provided, that notwithstanding any other provision of this Contract, specifically including
37 without limitation the provisions of this Section, nothing herein shall be construed as
38 imposing any responsibility and/or liability upon the City with respect to such Excluded
39 Waste.

40 **2.1.27 Emergency Response**

41 Contractor shall provide the City use of the Contractor's labor and equipment for
42 assistance in the event of a City disaster or emergency declaration, provided such labor
43 and equipment is available. The Contractor and City commit to developing an

1 agreement on terms, conditions, and compensation for disaster or emergency services,
2 not to be less than the rates in Attachment A.

3 Contractor shall keep full and complete records and documentation of all costs incurred
4 in connection with disaster or emergency response, and include such information in the
5 monthly reports required under Section 2.3.2.1. The Contractor shall maintain such
6 records and documentation in accordance with the City's prior approval and any
7 standards established by the Federal Emergency Management Agency, and at the
8 City's request, shall assist the City in developing any reports or applications necessary
9 to seek assistance related to a federally-declared disaster.

10 **2.2 Collection Services**

11 **2.2.1 Residential Customer Garbage Collection**

12 2.2.1.1 Subject Materials

13 The Contractor shall collect all Garbage placed at Curbside for disposal by Residential
14 Customers in and adjacent to Contractor-owned Garbage Carts or Customer provided
15 Garbage Cans.

16 Garbage containing Yard Debris shall not be knowingly collected and shall instead be
17 prominently tagged with a notice informing the Customer that disposal of Yard Debris in
18 Garbage is not legal within the City.

19 The Contractor shall not be required to collect Excluded Waste that is either restricted
20 from disposal or would pose a danger to collection crews. If materials are rejected for
21 this reason, the Contractor shall leave in a prominent location a notification tag that
22 identifies the specific problem(s) and reason(s) for rejecting the materials for collection
23 and that provides the Customer with a contact for further information about proper
24 disposal options. Failure to provide proper notification to Customers of the reason for
25 rejecting materials for collection shall be considered a missed collection.

26 2.2.1.2 Containers

27 The Customer's primary container must be a Mini-can, Garbage Can, or Garbage Cart.
28 Plastic bags may only be used for excess waste, not as the Customer's primary
29 container, except when containers have been requested but not yet delivered. The
30 Contractor may set reasonable weight limits on Garbage Cans and Carts as
31 appropriate, provided that the weight limit is no less than the equivalent of 60 pounds
32 per 32-gallon capacity (e.g. a 64-gallon cart would have a weight limit of 120 pounds).
33 The Contractor may charge for overweight and oversized containers.

34 2.2.1.3 Specific Collection Requirements

35 The Contractor shall offer regular weekly collection of the following service levels:

36 20-gallon Mini-can(s);

37 32-gallon Garbage Can(s);

38

39 20-gallon mini-cart(s)

40 32-gallon wheeled cart;

1 64-gallon wheeled cart(s);
2
3 ; and
4 96-gallon wheeled cart(s).

5 The Contractor shall also offer monthly collection of one 32-gallon Garbage Can to
6 Customers who generate very low amounts of Garbage and are able to contain those
7 materials in a manner which does not generate excessive odors or attract insects or
8 animals.

9 Roll-out charges shall be assessed only to those Customers who choose to have the
10 Contractor move a container to reach the collection vehicle at its nearest point of
11 access. Extra charges may be assessed for materials loaded so as to lift a Cart lid in
12 excess of six (6) inches from the normally closed position. The Contractor may charge
13 for an overweight container at the "extra" rate. The Contractor shall maintain route lists
14 in sufficient detail to allow accurate recording and charging of all extra fees. Customers
15 shall be allowed to specify that no "extras" be collected without prior Customer
16 notification, which shall be provided by the Customer no less than twenty-four (24)
17 hours prior to that Customer's regular collection.

18 Collections shall be made from Residential Customers on a regular schedule on the
19 same day and as close to a consistent time as possible. The Contractor may tag
20 inappropriately placed containers and may discontinue service in accordance with
21 Section 2.1.9 in the event of persistent inappropriate container placement. The
22 Contractor's crews shall make collections in an orderly and quiet manner, and shall
23 return containers, in an upright position, with lids closed and attached, to their set out
24 location in an orderly manner.

25 **2.2.2 Residential Customer Recyclables Collection**

26 **2.2.2.1 Subject Materials**

27 The defined list of Recyclables shall be collected from all participating Single-family
28 Residences as part of basic Recyclables collection services. The Contractor shall
29 collect all Recyclables from Single-family Residences that are prepared as follows and
30 uncontaminated with food or other residues:

Aluminum Cans: All aluminum cans that are placed in the Recycling Cart
or separately boxed or bundled.

Corrugated Cardboard: All corrugated cardboard that is smaller than three (3)
feet by three (3) feet, flattened and placed in or next to
the Customer's Recycling Cart.

Glass Containers: All colored or clear jars and bottles that are rinsed, have
lids removed and are placed in the Recycling Cart, or
separately boxed or bundled. Fluorescent and
incandescent light bulbs, ceramics and window glass are
excluded.

Mixed Paper: All Mixed Paper that is placed loosely in the Recycling

Cart or separately bagged or bundled.

Newspaper: All newspaper and advertising supplements that are delivered with newspapers that are placed loosely in the Recycling Cart or separately bagged or bundled.

Plastic Containers: All plastic bottles, jugs, containers and tubs that are flattened and placed in the Recycling Cart or separately boxed or bundled. Other plastics, automotive or other hazardous product containers, and lids are excluded.

Polycoated Cartons and Boxes: All plastic coated and aseptic cartons and boxes that are flattened and placed in the Recycling Cart or separately bagged or bundled.

Scrap Metal: All ferrous and non-ferrous Scrap Metal that is: placed in the Recycling Cart or separately boxed or bundled; free of wood, plastic, rubber and other contaminants; and meets the size requirements defined for Scrap Metals. Scrap metal shall include small appliances provided they meet the size requirements.

Tin Cans: All food and beverage tin cans that are placed in the Recycling Cart or separately boxed or bundled.

1
2 2.2.2.2 Containers

3 The Contractor shall be responsible for ordering, assembling, affixing instructional
4 information onto, maintaining inventories of, and distributing and maintaining Recycling
5 Carts. The default Recycling Cart size shall be 64-gallons, provided that the Contractor
6 shall offer and provide 96-gallon Recycling Carts on request to those residents requiring
7 more capacity than provided by the standard 64-gallon Recycling Cart. Recycling Carts
8 shall be labeled with recycling collection requirements in accordance with Section
9 2.1.15.6.

10 2.2.2.3 Specific Collection Requirements

11 Residential Customer Recyclables collection shall occur weekly on the same day as
12 each household's Garbage and Yard Debris collection. Residential Customer
13 Recyclables collection shall occur during the hours and days specified in Section 2.1.4.
14 Collections shall be made from Residential Customers on a regular schedule on the
15 same day and as close to a consistent time as possible. The Contractor shall collect on
16 Public Streets and Private Roads in the same location as Garbage collection service is
17 provided. The Contractor's crews shall make collections in an orderly and quiet manner,
18 and shall return containers with their lids closed and attached to their set out location in
19 an orderly manner.

20 The Contractor shall collect all properly prepared Recyclables from Garbage
21 Customers. No limits shall be placed on set-out volumes, except in the case when
22 extremely large quantities of commercially-generated materials are consistently set out
23 by a Residential Customer. In this case, the Contractor shall request the resident to use

1 a larger Recycling Cart or use commercial recycling services for the excess volumes. If
2 the resident continues to set out commercial quantities of Recyclables, the Contractor
3 shall notify the City for further action. If large quantities of residentially-generated
4 cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the
5 excess materials the following day , at no additional charge, in a separate truck,
6 provided that clear written notification of the collection delay is provided to the
7 Customer.

8 **2.2.3 Yard Debris Collection**

9 2.2.3.1 Subject Materials

10 Yard Debris shall be collected each collection cycle from all participating Residential
11 Customers.

12 Contaminated or oversized Yard Debris materials rejected by the Contractor at the curb
13 shall be tagged in a prominent location with an appropriate problem notice explaining
14 why the material was rejected.

15 2.2.3.2 Containers

16 The Contractor shall be responsible for ordering, assembling, affixing instructional
17 information onto, maintaining inventories of, and distributing and maintaining Yard
18 Debris Carts. Yard Debris Carts shall be labeled with instructional information, in
19 accordance with Section 2.1.15.6. Yard Debris Carts shall be available in the 96-gallon
20 size only. Only Contractor-issued carts can be used for Yard Debris collection.

21 Extra Yard Debris material that does not fit in a Yard Debris Cart shall be bundled or
22 placed in Kraft bags or Customer-owned 32-gallon containers and shall be subject to
23 “extra” charges as described in Attachment A.

24 2.2.3.3 Specific Collection Requirements

25 Yard debris materials shall be collected weekly from all Residential Customers on the
26 same day as Garbage collection. The Contractor shall collect on Public Streets and
27 Private Roads, in the same location as Garbage collection is provided. The Contractor's
28 crews shall make collections in an orderly and quiet manner, and shall return containers
29 in an upright position, with lids attached, to their set out location in an orderly manner.

30 2.2.3.4 Foodwaste Collection

31 The Contractor shall accept Foodwaste included and mixed with Yard Debris in Yard
32 Debris Carts for Single Family Residential Customers. The Contractor's instructions for
33 its overall collection program shall include instructions for the proper handling and
34 recycling of foodwaste.

35 **2.2.4 Commercial Customer Garbage Collection**

36 2.2.4.1 Subject Materials

37 The Contractor shall collect all Garbage set out for disposal by Commercial Customers
38 in acceptable containers as designated in Section 2.2.1.

39 Garbage containing Yard Debris shall not knowingly be collected and instead
40 prominently tagged with a notice informing the Customer that disposal of Yard Debris in
41 Garbage is not legal within the City.

1 The Contractor shall not be required to collect Excluded Waste that is either restricted
2 from disposal or would pose a danger to collection crews. If materials are rejected for
3 this reason, the Contractor shall leave in a prominent location a notification tag that
4 identifies the specific problem(s) and reason(s) for rejecting the materials for collection
5 and that provides the Customer with a contact for further information about proper
6 disposal options. Failure to provide proper notification to Customers of the reason for
7 rejecting materials for collection shall be considered a missed collection.

8 2.2.4.2 Containers

9 The Contractor shall provide containers meeting the standards described in Section
10 2.1.15. Commercial Customers shall be offered a full range of containers and service
11 options, including Garbage Carts, and one (1) through eight (8) cubic yard containers.

12 Materials in excess of container capacity or the subscribed service level shall be
13 collected and properly charged as “extras” at the rates listed in Attachment A. The
14 Contractor shall develop and maintain route lists in sufficient detail to allow accurate
15 recording and charging of all “extras.”

16 The Contractor may use either or both front-load or rear-load Detachable Containers to
17 service Commercial Customers. However, not all collection sites within the City Service
18 Area may be appropriate for front-load collection due to limited maneuverability or
19 overhead obstructions. The Contractor shall provide containers and collection services
20 capable of servicing all Customer sites, whether or not front-load collection is feasible.

21 Contractor-owned containers shall be delivered by the Contractor to requesting
22 Multifamily Complex and Commercial Customers within seven (7) days of the
23 Customer’s initial request.

24 Customers may elect to own or secure containers from other sources, and shall not be
25 subject to discrimination by the Contractor in collection services on that account.
26 However, containers owned or secured by Customers must be capable of being
27 serviced by front load or Drop-box Container collection vehicles to be eligible for
28 collection. The Contractor shall provide minimum compatible container specifications for
29 Customers who elect to own or secure containers from other sources. The Contractor
30 shall provide labels and collection service for compatible Customer-owned containers.
31 The Contractor is not required to service Customer containers that are not compatible
32 with the Contractor’s equipment. In the event of a dispute as to whether a particular
33 container is compatible, the City shall make a final determination.

34 2.2.4.3 Specific Collection Requirements

35 Commercial Garbage collection shall be made available to Commercial Customers
36 daily, Monday through Friday, during the times specified in Section 2.1.4. Collection at
37 Large Complex Residences shall be limited to the same hours as Residential Customer
38 collection. Collections shall be made on a regular schedule on the same day and as
39 close to a consistent time as possible to minimize Customer confusion. The Contractor
40 shall collect from areas mutually agreed upon by the Contractor and Customer with the
41 least slope and best truck access possible. Containers shall be replaced after emptying
42 in the same location as found.

1 The Contractor shall not charge delivery fees for Detachable Containers or Carts,
2 except in the case of temporary Detachable Container service and Detachable
3 Containers redelivered to Customers restarting service after having service suspended.
4 Roll-out charges shall be assessed in ten (10) foot increments only to those Customers
5 for whom the Contractor must move a container over twenty-five (25) feet to reach the
6 collection vehicle at its nearest point of access.

7 Extra charges may be assessed for materials loaded so as to lift the Garbage Can,
8 Garbage Cart or Detachable Container lid in excess of six (6) inches from the normally
9 closed position.

10 Customers may request extra collections and shall pay a proportional amount of their
11 regular monthly rate for that service. All extra charges and fees will be listed in
12 Attachment A.

13 **2.2.5 Large Complex Residences Recyclables Collection**

14 **2.2.5.1 Subject Materials**

15 The Contractor shall collect all Recyclables from Large Complex Residences that are
16 prepared in a manner similar to that described for Residential Customers Recyclables in
17 Section 2.2.2.1.

18 **2.2.5.2 Containers**

19 The Contractor shall be responsible for ordering, assembling, affixing instructional
20 information onto, maintaining inventories of, and distributing and maintaining Recycling
21 Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor
22 shall offer and provide 64-gallon Recycling Carts on request to those complexes
23 requiring less capacity than provided by the standard 96-gallon Recycling Cart.
24 Recycling Carts shall be labeled with recycling collection requirements in accordance
25 with Section 2.1.15.6 when distributed.

26 At larger Large Complex residences, the Contractor may use Detachable Containers for
27 recycling collection provided that they are clearly distinguished from containers used for
28 Garbage collection and are equipped with City-approved, prominent identifying and
29 instructional labels.

30 Recycling Carts and containers shall be delivered by the Contractor to requesting
31 Customers within seven (7) days of the Customer's initial request. Large Complex
32 Residential Recycling Carts shall be relabeled periodically in accordance with Section
33 2.1.15.6.

34 **2.2.5.3 Specific Collection Requirements**

35 Large Complex Residences recycling collection shall occur at least weekly or more
36 frequently, as needed, during the hours and days specified in Section 2.1.4. Collections
37 shall be made on a regular schedule on the same day(s) of the week to minimize
38 Customer confusion. The Contractor shall collect from areas mutually agreed upon by
39 the Contractor and Customer with the least slope and best truck access possible.
40 Containers shall be replaced after emptying in the same location as found.

1 When space constraints limit the provision of containers appropriately-sized for weekly
2 collection, the Contractor shall provide more frequent collection, as necessary, of
3 smaller containers to provide adequate capacity for the Multifamily Complex site.

4 **2.2.6 Commercial Customer Yard Debris Collection**

5 2.2.6.1 Subject Materials

6 The Contractor shall provide Yard Debris collection services to Commercial Customers,
7 in accordance with the service level selected by the Customer and on a subscription
8 basis and at an additional cost according to the rates in Attachment A.

9 Contaminated or oversized Yard Debris materials rejected by the Contractor shall be
10 tagged in a prominent location with an appropriate problem notice explaining why the
11 material was rejected.

12 2.2.6.2 Containers

13 The Contractor shall be responsible for ordering, assembling, affixing instructional
14 information onto, maintaining inventories of, and distributing and maintaining Yard
15 Debris Carts and Detachable Containers.

16 Extra Yard Debris material that does not fit in a Yard Debris Cart or Detachable
17 Container shall be bundled or placed in Kraft bags or Customer-owned 32-gallon
18 containers.

19 Yard Debris Carts shall be delivered by the Contractor to new Commercial Customers
20 within seven (7) days of the Customer's initial request.

21 2.2.6.3 Specific Collection Requirements

22 Yard Debris shall be collected from Commercial Customers at the same frequency
23 schedule for Residential Customers. Collections shall be made on a regular schedule
24 on the same day(s) and as close to a consistent time as possible. Yard Debris in excess
25 of the subscribed container size may be charged as "extras" in 32-gallon increments,
26 with each extra equating 32 gallons.

27 The Contractor shall collect at defined Commercial Customer container spaces. The
28 Contractor's crews shall make collections in an orderly and quiet manner, and shall
29 return containers with their lids closed and attached to their set out location.

30 **2.2.7 Drop-Box Container Garbage Collection**

31 2.2.7.1 Subject Materials

32 The Contractor shall provide Drop-Box Container Garbage collection services to
33 Commercial Customers, in accordance with the service level selected by the Customer.

34 Garbage containing Yard Debris shall not be knowingly collected and instead
35 prominently tagged with a notice informing the Customer that disposal of Yard Debris in
36 Garbage is not legal within the City.

37 The Contractor shall not be required to collect Drop-box Containers containing
38 hazardous materials that are either restricted from disposal or would pose a danger to
39 collection crews. If materials are rejected for this reason, the Contractor shall leave a
40 prominently displayed notice with the rejected materials listing why they were not
41 collected and providing the Customer with a contact for further information on proper

1 disposal. If a Drop-box Container Customer persistently includes inappropriate materials
2 in their containers, the Contractor shall photograph and otherwise document the
3 inappropriate materials, and provide the Customer's name and address to the City for
4 further action.

5 **2.2.7.2 Containers**

6 The Contractor shall provide containers meeting the standards described in Section
7 2.1.15. Both Customer-owned and Contractor-owned Drop-box Containers shall be
8 serviced, including Customer-owned compactors.

9 The Contractor shall charge a Drop-box Container delivery fee, as listed in Attachment
10 A, to all temporary and permanent Customers on their initial delivery request.

11 The Contractor may charge a compactor surcharge to Customers who request that the
12 Contractor remove or reinstall hydraulic or power connections prior to or after the
13 compactor is hauled to the disposal site. The compactor surcharge shall not be
14 assessed in cases where the Customer performs this function themselves.

15 Contractor-owned containers shall be delivered by the Contractor to requesting
16 Customers within seven (7) days of the Customer's initial request.

17 **2.2.7.3 Specific Collection Requirements**

18 Commercial Customer Drop-box Container collection must occur during the hours and
19 days specified in Section 2.1.4. Collection of Drop-box Containers in residential areas
20 and multiuse buildings containing residences shall be limited to the same hours as
21 Residential Customer collection

22 The Contractor shall provide dispatch service and equipment capability to collect full
23 Drop-box Containers no later than the next business day after the Customer's initial call.
24 The Contractor shall maintain a sufficient Drop-box Container inventory to provide
25 empty containers to new and temporary Customers within seven (7) business days after
26 the Customer's initial call.

27 The Contractor shall directly bill and receive payments from Customers for temporary
28 and permanent Drop-box Container hauling and rental services.

29 **2.2.8 Temporary Detachable Container And Drop-box Service**

30 The Contractor shall provide temporary 2-, 4-, 6- and 8-cubic yard Detachable
31 Containers and all available Drop-box Container sizes to Customers on an on-call basis.
32 The charges for temporary Detachable Container service listed in Attachment A shall
33 include collection and disposal. Delivery charges shall be itemized and charged
34 separately. Rental charges for temporary containers shall be charged in addition to the
35 basic temporary container fee, at the rates listed in Attachment A. The Contractor shall
36 directly bill and receive payments from Customers for temporary Detachable Container
37 and Drop-box service.

38 **2.2.9 Annual City Centralized Cleanup**

39 The Contractor shall provide one (1) Annual City Centralized Cleanup program. City of
40 Monroe residents are allowed to deliver up to one (1) non-commercial vehicle load per
41 household of Bulky Waste, scrap metal (excluding appliances containing refrigerants),
42 clean scrap wood, and Garbage. Participation will be limited to City residents, and

1 participants will be asked to provide a government-issued ID as proof of City residency.
2 The event shall occur on a mutually agreeable Saturday and be no more than four (4)
3 hours in duration. The Contractor shall bear up to \$30,000 in expenses for Contractor's
4 staff and disposal expenses. The Contractor shall retain all material sales revenues
5 from the event.

6 If the Contractor's staffing and disposal costs exceed \$30,000, then the City and the
7 Contractor will discuss either limiting the scope of the event or increasing the
8 Contractor's compensation for subsequent events.

9 Contractor shall provide a reusable two-sided vinyl banner suitable for display across
10 Main Street advertising the event at no additional charge to the City at least 45 day prior
11 to the first event, for the City's discretionary use at every subsequent Annual City
12 Centralized Cleanup. The banner shall include reusable numbers, as the date for the
13 event changes year to year.

14 **2.2.10 City Services**

15 The Contractor shall provide weekly Garbage and Recyclables collection with the same
16 collection frequency as provided to Residential Customers to the following City-owned
17 municipal facilities as a part of this Agreement and at no additional charge:

FACILITY
City Hall/Police Station
Wastewater Treatment Plant
Public Works/Parks Building
Downtown Litter Receptacles (no more than 20)

18 The City may add facilities and parks in addition to those listed above, provided that no
19 more than one additional facility or park may be added per year without additional
20 compensation to the Contractor.

21 In cases in which Garbage and Recyclables are generated through the performance by
22 third parties of services for the City outside of the normal operation of a municipal
23 facility, Contractor may charge for the collection of such materials in accordance with
24 charges listed in Attachment A. For example, the City would pay Contractor for the
25 disposal of debris generated by the replacement of the roof of a City facility. Regular
26 Garbage and Recyclables generated on an ongoing basis at all City facilities in the
27 ordinary course of their operations otherwise will be collected by the Contractor without
28 charge to the City.

1 **2.3 Management**

2 **2.3.1 Responsibility of Participants**

3 2.3.1.1 Contractor's Responsibilities

4 The provisions of this Section 2.3.1.1 are intended to summarize and/or supplement the
5 primary responsibilities assumed by Contractor under this Contractor. The omission
6 from the following list of Contractor responsibilities of any duty, obligation or
7 requirement otherwise set forth in this Contract shall not be construed as absolving or
8 otherwise limiting Contractor's responsibility therefore.

9 The Contractor shall be responsible for:

- 10 • Answering Customer telephone calls and email requests;
- 11 • Informing Customers of current, new, and optional services and charges;
- 12 • Handling Customer subscriptions and cancellations;
- 13 • Receiving and resolving Customer complaints;
- 14 • Dispatching Drop-box Containers, temporary containers, and special collections;
- 15 • Billing;
- 16 • Maintaining and updating regularly as necessary a user-friendly internet website;
- 17 • Assisting City staff with promotion and outreach to Residential and Commercial
18 Customers, and special events;
- 19 • Serving as an ombudsperson, providing quick resolution of Customer issues,
20 complaints, and inquiries;
- 21 • Assisting the city with program development and design, research, response to
22 inquiries, and troubleshooting issues;
- 23 • Collecting Garbage in the City Service Area and transporting and delivering the
24 Garbage to the Snohomish County Disposal System.
- 25 • Collecting construction/demolition waste in the City Service Area and delivering
26 the waste to fully permitted recycling, disposal or transfer sites in compliance with
27 Snohomish County's Comprehensive Solid Waste Management Plan.
- 28 • Collecting, processing and marketing Recyclables and Yard Debris collected by
29 the Contractor in the City Service Area.
- 30 • Providing cart and container assembly, maintenance, stickering/labeling and re-
31 stickering/labeling and delivery services listed or required in this Contract.
- 32 • Procuring all equipment and bearing all start-up, operating and maintenance
33 costs for collection and processing or disposal of Garbage, Recyclables and Yard
34 Debris, including proper safety equipment and insurance for vehicles and
35 workers.

- 1 • Providing and supervising all labor to accomplish the scope of services required
- 2 under this Contract, including labor to collect materials, maintain equipment and
- 3 provide Customer service functions.
- 4 • Operating a maintenance facility to house and service collection equipment and
- 5 acquiring all necessary land use, building, operating, and business permits and
- 6 licenses.
- 7 • Submitting all informational materials for public release to the City for review and
- 8 approval prior to release.
- 9 • Complying with all applicable laws, regulations, ordinances and policies.
- 10 • Meeting all non-discrimination and OSHA/WISHA standards, and all
- 11 environmental standards and regulations.
- 12 • Providing a safe working environment and comprehensive liability insurance
- 13 coverage as set forth in Section 6.5, and providing proof of this insurance to the
- 14 City annually.
- 15 • Providing a valid Contractor's performance and payment bond in accordance
- 16 with Section 6.6, and providing proof of this bond to the City annually.
- 17 • Securing the prior written approval of the City and Surety before assigning or
- 18 pledging money, or assigning, subcontracting or delegating duties.
- 19 • Providing route maps to the City indicating the day of week for each service.
- 20 • Submitting collection day changes to the City for review and approval prior to
- 21 notice being provided to Customers and the change taking place.
- 22 • Submitting prompt notices to the media regarding modifications to the collection
- 23 schedule due to inclement weather.
- 24 • Maintaining containers, vehicles and facilities in a clean, properly labeled and
- 25 sanitary condition.
- 26 • Meeting all City reporting, inspection and review requirements.
- 27 • Providing operating and safety training for all personnel, including spill response
- 28 training for all drivers.
- 29 • Notifying the City of intended material changes in management affecting
- 30 Contractor's operations under this Contract not less than sixty (60) days prior to
- 31 the date of change. New management shall also attend an introductory meeting
- 32 scheduled by the City during the sixty (60) day notification period. Exception shall
- 33 be made for termination for cause or voluntary termination in which case
- 34 Contractor shall notify the City as soon as is possible.
- 35 • Creating and maintaining a website and mobile app.

36 2.3.1.2 City's Responsibilities

37 The City shall be responsible for:

- 1 • Overall project administration and final approval of Contractor services and
2 activities.
- 3 • Reviewing and approving adjustments to rates, charges and fees for solid waste
4 collection services under this Contract, including without limitation adjustments
5 due to changes in County disposal fees or price indices.
- 6 • Monitoring and evaluating collection operations with the cooperation and
7 assistance of the Contractor.
- 8 • Providing outreach materials and programs, and assistance with distribution and
9 outreach as required in this Contract.
- 10 • Reviewing and approving all assignment, pledging, subcontracting or delegation
11 of money or duties.
- 12 • Reviewing and approving collection days and route changes.
- 13 • Reviewing and approving holiday schedule changes.
- 14 • Reviewing and approving all written or other informational materials used by the
15 Contractor.
- 16 • Conducting performance reviews of the Contractor with the Contractor's
17 cooperation and assistance.
- 18 • Holding periodic operations meetings with the Contractor, as necessary.
- 19 • To the extent permissible under State law and local ordinance, reasonably
20 assisting Contractor with application of lien or other means to help the Contractor
21 to recoup delinquent Customer solid waste collection accounts. Provided, that
22 nothing herein shall be construed as requiring the City to take any particular
23 enforcement action.

24

25 **2.3.2 Reporting**

26 The Contractor shall provide monthly and ad hoc reports to the City. In addition, the
27 Contractor shall allow City staff access to pertinent operations information related to
28 compliance with the obligations of the Contract such as disposal facility certified weight
29 slips and vehicle maintenance logs.

30 **2.3.2.1 Monthly Reports**

31 On a monthly basis, by the last day of each month, the Contractor shall provide a report
32 containing information for the previous month. Reports shall be submitted in electronic
33 Microsoft Excel compatible format and shall include:

34 A compilation of program participation statistics including: the number of garbage
35 collection Customers by sector and service level, a summary of multi-family and
36 commercial participation in recycling programs, set-out statistics for residential
37 Garbage, Yard Debris and Recyclables collection services and number of bulky
38 item collections;

1 A compilation of total monthly and year-to-date summaries of Garbage,
2 Recyclables and Yard Debris quantities by collection sector;

3 A description of any vehicle accidents or infractions;

4 2.3.2.2 Ad Hoc Reports

5 The City may request from the Contractor up to three (3) ad-hoc reports each year, at
6 no additional cost to the City. Reports shall be provided in the City-defined format and
7 software compatibility, if possible. Contractor shall not be obligated without a written
8 arrangement with the City for additional appropriate compensation to expend more than
9 one hundred (100) staff hours per year to complete ad-hoc reports provided for by this
10 section.

11 2.3.3 Promotion and Education

12 The Contractor shall have primary responsibility for developing, designing and
13 executing overall public promotion, education and outreach programs, with the
14 assistance and cooperation of the City.

15 2.3.4 Field Monitoring

16 The City may periodically monitor collection system parameters such as participation,
17 container condition, contents weights, waste composition and Customer satisfaction.
18 The Contractor shall assist the City by coordinating the Contractor's operations with the
19 City's field monitoring to minimize inconvenience to Customers, the City and the
20 Contractor.

21 2.3.5 Transition to Next Contractor

22 The Contractor shall be expected to work with the City and the successive contractor in
23 good faith to ensure a minimum of Customer disruption during the transition period.
24 Container removal and replacement shall be coordinated between the Contractor and a
25 successive contractor to occur simultaneously in order to minimize Customer
26 inconvenience.

27 The Contractor shall provide a detailed Customer list, including Customer name, service
28 address, mailing address, and collection and container rental service levels to the
29 successive contractor within thirty (30) days request of the City.

30 3. COMPENSATION

31 3.1 Compensation to the City

32 The rates charged in Attachment A and as may be modified in accordance with
33 Sections 3.2 and 3.3 of this Contract include a six percent (6%) Administrative Fee
34 imposed by the City, and the Contractor shall remit the City quarterly for the amount
35 collected. Interest on any delinquent or unpaid Administrative Fee amount shall accrue
36 at the rate of 12 percent per annum or the highest legally permissible rate, whichever is
37 greater.

38 3.1.1 Review and Negotiation Fee

39 Within 10 days of the parties' mutual execution of this Contract, Contractor shall remit to
40 the City a one-time fee in the amount of \$5,000 to defray the City's legal and

1 administrative costs incurred in the review, revision, negotiation and processing of this
2 Contract.

3 **3.2 Rate Modification**

4 Annual modification of the Contractor’s collection service charges will be based on
5 changes in the CPI Index (Water and Sewer and Trash Collection expenditure category
6 (1997 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics.

7 The CPI, for the contract year beginning in January 1, 2018, and for each subsequent
8 contract year, will be calculated by taking the percentage difference between the CPI
9 value for the immediately preceding month of July and the corresponding CPI value for
10 July of the prior year, and adding the result to 1.0. The resulting amount shall be termed
11 the “adjustment factor.”

12 Adjustments to the Contractor’s collection service charge shall be made in units of one
13 cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making
14 adjustments.

15 The Contractor shall submit to the City for review and approval a rate adjustment
16 statement, calculating the new rates for the next year in which a CPI adjustment is
17 scheduled, on or by September 1st of each year, starting September 1st, 2017. The City
18 shall have thirty (30) days to approve or disapprove the new rates; provided, however,
19 that the City may not disapprove a CPI increase unless the Rate Adjustment Statement
20 contains errors of calculations. On City approval, the new rates shall take effect on
21 January 1st of the next year, and Customers shall be notified in accordance with RCW
22 35A.21.152 by November 15th, forty-five (45) days prior to the new rate. Should
23 Customers not receive notification by November 15th, due to missed deadlines by the
24 Contractor or rate disapproval by the City, implementation of the new rates shall be
25 delayed by one month without opportunity for recovery of lost revenue. In no event
26 shall new rates under this Contract be effective before a minimum of 45 days’ notice
27 has been provided to Customers.

28 Both Parties agree to enter into good-faith discussions sometime after the six-month
29 anniversary of this Contract regarding change-in-recycling costs and compensation to
30 the Contractor. The City shall consider in good faith the Contractor’s request for the
31 aforementioned costs and compensation.

32 The County disposal fee as it exists on the date of execution or as thereafter modified
33 shall be itemized separately on Customer invoices with charges for Drop-box Container
34 service. The Contractor shall charge Drop-box Customers the actual disposal cost plus
35 ten percent (10%) to reflect the Contractor’s costs and margin related to handling the
36 pass-through disposal component.

37 **3.2.1 Disposal Fee and Yard Waste Processing Fee Adjustments**

38 Periodic adjustments may be made to Contractor collection rates as necessary to
39 directly reflect increases or decreases in disposal fees for solid waste and yard waste
40 processing fees. These changes shall be made automatically upon approval by the City
41 and Contractor’s provision of 45 days’ notice to Customers in accordance with RCW
42 35A.21.152. The Contractor shall notify the City of any changes to the solid waste
43 and/or yard waste processing fees within 5 (five) business days of notification from the

1 processors. Should Customers not receive at least forty-five (45) days' notice due to
2 short notification time to the City by the Contractor, implementation of the new rates
3 shall be delayed until such notice is provided; in that event, Contractor shall not seek to
4 recover its additional costs or lost revenue resulting from such delay.

5 **3.2.2 Changes in Disposal or Yard Debris Processing Sites**

6 Should the Contractor be required by the City or other governmental authority to use
7 disposal or Yard Debris processing sites other than those being used at the initiation of
8 this Contract, the Contractor shall submit a detailed proposal for the adjustment of the
9 rates to reflect any additional cost or savings to the Contractor. The City and Contractor
10 agree to negotiate in good faith any changes to the rates to offset these costs or
11 savings.

12 **3.2.3 Other Modifications**

13 The Contractor shall not adjust or modify rates due to employee wage increases, the
14 value of Recyclables, Garbage collection service level shifts, or other changes affecting
15 the collection system other than provided for under Section 3.3.

16 **3.3 Change in Law**

17 Changes in federal, State or local laws or regulations or a continuing force majeure that
18 result in a detrimental change in circumstances or a material hardship for the Contractor
19 in performing this Contract may be the subject of a request by the Contractor for a rate
20 adjustment, subject to review and approval by the City, at the City's reasonable
21 discretion. If the City requires review of financial or other proprietary information in
22 conducting its rate review, at the request of the Contractor, the City may retain a third-
23 party to review such information at the Contractor's expense, and may take any other
24 steps it deems appropriate to protect the confidential nature of Contractor's documents
25 and preserve the Contractor's ongoing ability to remain competitive.

26 The City may, from time to time, impose utility or other taxes that shall be assessed and
27 payable as directed by City ordinance. If new City, County or State taxes are imposed
28 or the rates of existing taxes are changed after the execution date of this Contract, and
29 the impact of these changes results in increased or decreased Contractor costs, the
30 Contractor and City agree that such taxes may, to the extent permissible by law, be
31 passed through to the Customer.

32 **4. FAILURE TO PERFORM, REMEDIES, TERMINATION**

33 The City expects high levels of Customer service and collection service provision.
34 Performance failures shall be discouraged, to the extent possible, through liquidated
35 damages for certain infractions and through Contract default for more serious lapses in
36 service provision. Section 4.1 details infractions subject to liquidated damages and
37 Section 4.2 details default provisions and procedures.

38 **4.1 Liquidated Damages**

39 The Contractor may be subject to liquidated damages for the following acts or
40 omissions if documented in an incident report presented by the City to the Contractor.
41 The City reserves the right to make periodic, unscheduled inspection visits or use other

- 1 means to determine the Contractor's compliance with the Contract. Liquidated damages
 2 may include, but are not limited to:

Action or Omission	Liquidated Damages
Collection before or after the times specified in Section 2.1.4, except as expressly permitted.	One hundred dollars (\$100) per incident (each truck on each route is a separate incident).
Failure to collect missed materials by the end of the next business day after notification by City or Customer. \$50.00 each incidence business day after notification	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per truck per day on Single-family Residence routes and no maximum for Multifamily Complex and Commercial Customer routes.
Missed collection of entire block segment of Single-family Residences (excluding collections prevented by inclement weather).	One hundred and fifty dollars (\$150) per block segment if collection is performed the following day; five hundred dollars (\$500) if not collected by the following day.
Failure to deliver Detachable Containers to new commercial Garbage Customers within seven (7) days.	Fifty dollars (\$50) per container per day.
Failure to deliver carts, Detachable Containers, or Drop-box Containers to Multifamily Complex or Commercial Customers within seven (7) days	Fifty dollars (\$50) per container per day.
Failure to deliver Garbage, Recycling or Yard Debris Carts to Single-family Residences within seven (7) days	Twenty-five dollars (\$25) per container per day.
Intentional misrepresentation by the Contractor in records or reporting.	Five hundred dollars (\$500) per incident.
Failure to make required reports on time.	Two hundred and fifty dollars (\$250) per incident.
Failure to maintain clean and sanitary containers, vehicles, and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
Landfilling or incineration of uncontaminated loads of Recyclables or Yard Debris without the express written permission of the City.	Five hundred dollars (\$500) per vehicle, per incident, with no maximum.
Failure to industry quality standards for processed recyclables per Section 2.1.12	Five hundred dollars (\$500) per documented incident, up to a maximum of one thousand dollars (\$1,000) per day.

Action or Omission	Liquidated Damages
Failure to include instructional/promotional materials when Garbage, Recycling and/or Yard Debris Carts are delivered.	Fifty dollars (\$50) per incident, with no maximum.

1
2 The parties acknowledge the difficulty in anticipating actual damages to remedy the
3 damage that would be incurred as a result of the transgressions identified above. The
4 parties further agree that the liquidated damages listed in this Section represent a
5 reasonable estimate of the loss likely to result from the remedy for the damage and are
6 not intended as a penalty.

7 Nothing in this section shall be construed as providing an exclusive list of the acts or
8 omissions of the Contractor that shall be considered violations or breaches of the
9 Contract, and the City reserves the right to exercise any and all remedies it may have
10 with respect to these and other violations and breaches. The liquidated damages
11 schedule set forth here shall not affect the City's ability to terminate this Contract as
12 described in Section 4.2.

13 Liquidated damages, if assessed during a given month, shall be invoiced by the City to
14 the Contractor. Liquidated damages may be levied only if documented in an incident
15 report presented by the City to the Contractor. The Contractor shall be notified and
16 provided a copy of an incident report and shall be given 24 hours to respond to the
17 incident report before liquidated damages are invoiced to the Contractor. The
18 Contractor shall be required to pay the City the invoiced amount within thirty (30) days
19 of billing. Failure to pay liquidated damages shall be considered a breach of this
20 Contract.

21 Interest on any delinquent or unpaid liquidated damages under this Section amount
22 shall accrue at the rate of 12 percent per annum or the highest legally permissible rate,
23 whichever is greater.

24 Any fine may be appealed by the Contractor to the City Administrator, provided that the
25 appeal is received by the City no later than 10 days after notification to the Contractor.
26 The Contractor shall be allowed to present evidence as to why the fine should be
27 lessened or eliminated. The decision of the City Administrator shall be final.

28 **4.2 Contract Default**

29 The Contractor shall be in default of this Contract if it violates any provision of this
30 Contract. In addition, the City reserves the right to declare the Contractor to be in
31 default in the event of any violation, which shall include, but not be limited to, the
32 following:

- 33 • The Contractor fails to commence the collection of Garbage, Recyclables or Yard
34 Debris, or fails completely to provide any portion of service under the Contract on
35 January 1, 2017, or for a period of more than five (5) consecutive days at any
36 time during the term of this Contract.

- 1 • The Contractor fails to obtain and maintain any permit, license or approval
2 required by the City, Snohomish County, or any federal, State or other regulatory
3 body in order to collect materials under this Contract.
- 4 • The Contractor's noncompliance creates a material hazard to public health or
5 safety.
- 6 • The Contractor repeatedly or persistently acts or fails to act in a manner that is
7 subject to liquidated damages in excess of twenty thousand dollars (\$20,000)
8 during any consecutive twelve (12) month period.
- 9 • Failure to maintain, in good standing, surety and insurance required by this
10 Contract.

11 The City reserves the right to pursue any remedy available at law for any default by the
12 Contractor. In the event of default, after providing the Contractor with written notice of
13 the default and a reasonable time to cure such default, the City shall give the Contractor
14 ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for
15 such action. However, if an emergency shall arise that does not allow ten (10) days
16 prior written notice, the City shall immediately notify the Contractor of its intent to
17 exercise its rights immediately. If the Contractor cures the stated reason within the
18 stated period, or initiates efforts satisfactory to the City to remedy the stated reason and
19 the efforts continue in good faith, the City may opt to not exercise its rights for the
20 particular incident. If the Contractor fails to cure the stated reason within the stated
21 period, or does not undertake efforts satisfactory to the City to remedy the stated
22 reason, then the City may at its option terminate this Contract.

23 Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the
24 services provided under this Contract. The Surety may, at its option, within ten (10)
25 days from such written notice, assume the services provided under this Contract that
26 the City has ordered discontinued and proceed to perform same, at its sole cost and
27 expense, in compliance with the terms and conditions of the Contract, and all
28 documents incorporated herein. Pending consideration by the Surety of said option to
29 assume the services provided under this Contract, the City may, in its sole discretion
30 and without prejudice to any other remedy, penalty, and/or option, employ such work
31 force as it may deem advisable to continue the services provided under this Contract.
32 The cost of all labor and materials necessary for such services provided under this
33 Contract shall be paid by the Contractor in full.

34 If the Surety fails to exercise its option within the ten (10) day period, the City may
35 complete the services provided under this Contract or any part thereof, either through its
36 own work force or by contract, and may procure any vehicles, equipment and facilities
37 necessary for the completion of the same, and to charge the same to the Contractor
38 and/or Surety, together with all reasonable costs incidental thereto.

39 The City shall be entitled to recover from the Contractor and its Surety as damages all
40 expenses incurred, including reasonable attorney's fees, together with all such
41 additional sums as may be necessary to complete the services provided under this
42 Contract, together with any further damages sustained or to be sustained by the City.

1 If City employees provide Garbage, Yard Debris and/or Recyclables collection, the
2 actual incremental costs of City labor, overhead and administration shall serve as the
3 basis for a charge to the Contractor.

4 The remedies specified in this section shall be in addition to all other remedies available
5 to the City pursuant to this Contract or at law or in equity.

6 **5. NOTICES**

7 All notices required by the Contract shall be personally served or mailed, addressed as
8 follows:

To City:

City Administrator
City of Monroe
806 W Main St
Monroe WA 98272

To Contractor:

General Manager
Republic Services of Lynnwood
1600 127th Ave NE
Bellevue WA 98005

With a copy to:

Republic Services, Inc
Attention: General Counsel
18500 N Allied Way #100
Phoenix AZ 85054

9 **6. GENERAL TERMS**

10 **6.1 Collection Right**

11 The Contractor shall be the exclusive provider with which the City shall contract to
12 collect Garbage, Residential Yard Debris/Foodwaste and Recyclables and non-Source-
13 Separated construction/demolition materials within the City Service Area. To the extent
14 permissible by law, the City by appropriate regulation shall preclude any collection by
15 others within the City Service Area of materials as to which the Contractor is granted
16 exclusive collection rights under this Contract. Provided, however, that the City shall
17 not be obligated in any manner to join or instigate litigation to protect the exclusive
18 collection rights of the Contractor.

19 This contract provision will not apply to Garbage, Recyclables or Yard
20 Debris/Foodwaste self-hauled by the generator; to Source-Separated recyclables
21 hauled by common or private carriers from commercial premises or drop-off recycling
22 sites; to construction/demolition waste hauled by self-haulers or construction and
23 demolition contractors providing their own trucking service; or to Yard Debris generated
24 and hauled by private landscaping services.

25 The Contractor shall retain responsibility for Garbage, Recyclables,
26 construction/demolition materials and Yard Debris/Foodwaste once these materials are
27 placed in Contractor-owned containers. The Contractor shall retain revenues gained
28 from the sale of Recyclables, construction/demolition materials or Yard/Foodwaste
29 Debris. Likewise, a tipping or acceptance fee charged for Recyclables,
30 construction/demolition materials or Yard Debris/Foodwaste shall be the financial
31 responsibility of the Contractor.

1 The City shall work with the Contractor, other haulers and processors, and other
2 regional governments to develop a reasonable definition of what constitutes legitimate
3 construction/demolition recycling for the purposes of interpreting collection authorities.
4 Once a reasonable recycling threshold or “test” is developed with Snohomish County,
5 the City and Contractor shall negotiate and amend this Contract accordingly.

6 **6.2 Access to Records**

7 The Contractor shall maintain in its local office full and complete operations, Customer,
8 financial and service records that at any reasonable time shall be open for inspection
9 and copying for any reasonable purpose by the City. In addition, the Contractor shall,
10 during the Contract term, and at least five (5) years thereafter, maintain reporting
11 records, service records and billing records pertaining to the Contract that are prepared
12 in accordance with Generally Accepted Accounting Principles, reflecting the
13 Contractor’s services provided under this Contract. Those Contractor’s accounts shall
14 include but shall not be limited to all records, invoices and payments under the Contract,
15 as adjusted for additional and deleted services provided under this Contract. The City
16 shall be allowed access to these records for audit and review purposes, but such
17 access and review shall be conducted in such a fashion as is reasonably necessary to
18 protect any confidential financial information or other confidential information of the
19 Contractor from becoming subject to disclosure by reason of any third-party request for
20 public records.

21 The Contractor shall make available copies of certified weight slips for Garbage,
22 Recyclables and Yard Debris on request within two (2) business days of the request.
23 The weight slips may be requested for any period during the term of this Contract.

24 **6.3 Contractor to Make Examinations**

25 The Contractor has made its own examination, investigation and research regarding
26 proper methods of providing the services required under this Contract, and all
27 conditions affecting the services to be provided under this Contract, and the labor,
28 equipment and materials needed thereon, and the quantity of the work to be performed.
29 The Contractor agrees that it has satisfied itself based on its own investigation and
30 research regarding all of such conditions, that its conclusion to enter into this Contract
31 was based upon such investigation and research, and that it shall make no claim
32 against the City because of any of the estimates, statements or interpretations made by
33 any officer or agent of the City that may be erroneous.

34 With the exception of Force Majeure events or as otherwise provided in this Contract,
35 the Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees
36 to continue to provide services under this Contract without additional compensation
37 under whatever circumstances may develop other than as provided herein.

38 **6.4 Reserved**

39 **6.5 Insurance**

40 The Contractor shall procure and maintain, for the duration of the Contract, insurance
41 against claims for injuries to persons or damage to property that may arise from or in
42 connection with the performance of the services provided under this Contract hereunder

1 by the Contractor, its agents, representatives, employees or subcontractors. The cost of
2 such insurance shall be paid by the Contractor.

3 **6.5.1 Minimum Scope of Insurance**

4 Contractor shall obtain insurance that meets or exceeds the following of the types
5 described below:

6 Automobile Liability insurance covering all owned, non-owned, hired and leased
7 vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01
8 or a substitute form providing equivalent liability coverage. If necessary, the policy shall
9 be endorsed to provide contractual liability coverage. The City shall be shown as an
10 additional insured under the Contractor's Automobile Liability insurance policy with
11 respect to the work performed for the City to the extent of Contractor's negligence.

12 Commercial General Liability (CGL) insurance shall be written on ISO occurrence form
13 CG 00 01 and shall cover liability arising from premises, operations, independent
14 contractors, products-completed operations, personal injury and advertising injury, and
15 liability assumed under an insured contract. The CGL policy will include a "per project"
16 aggregate endorsement. There shall be no endorsement or modification of the
17 Commercial General Liability insurance for liability arising from explosion, collapse or
18 underground property damage. The City shall be shown as an additional insured under
19 the Contractor's Commercial General Liability insurance policy with respect to the work
20 performed for the City, using ISO additional insured endorsements CG 20 10 07 04 and
21 CG 20 37 07 04.

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

24 **6.5.2 Minimum Amounts of Insurance**

25 Contractor shall maintain the following insurance limits:

26 Automobile Liability insurance with a minimum combined single limit for bodily injury and
27 property damage of \$3,000,000 per accident.

28 Commercial General Liability insurance shall be written with limits no less than
29 \$3,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000
30 products-completed operations aggregate limit.

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

33 Any deductibles or self-insured retentions must be declared to and approved by the
34 City. In the event the deductibles or self-insured retentions are not acceptable to the
35 City, the City reserves the right to negotiate with Contractor for changes in coverage
36 deductibles or self-insured retentions; or alternatively, require Contractor to provide
37 evidence of other security guaranteeing payment of losses and related investigations,
38 claim administration and defense expenses.

1 **6.5.3 Other Insurance Provisions**

2 The insurance policies are to contain, or be endorsed to contain, the following
3 provisions for Automobile Liability, Commercial General Liability and Contactor's
4 Pollution Liability coverage:

5 The Contractor's insurance coverage shall be the primary insurance with respect to the
6 City, its officials, employees and volunteers to the extent of the Contractor's negligence.
7 Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall
8 be in excess of the Contractor's insurance and shall not contribute with it.

9 Coverage shall state that the Contractor's insurance shall apply separately to each
10 insured against whom claim is made or suit is brought, except with respect to the limits
11 of the insurer's liability.

12 The Contractor's insurance shall be endorsed to state that coverage shall not be
13 cancelled except after thirty (30) days prior written notice has been given to the City.

14 Pollution Liability coverage at least as broad as that provided under ISO Pollution
15 Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be
16 provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

17 **6.5.4 Acceptability of Insurers**

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

20 **6.5.5 Verification of Coverage**

21 Contractor shall furnish the City with original certificates including, but not necessarily
22 limited to, the additional insured endorsement, evidencing the insurance requirements
23 of the Contractor before the Commencement Date.

24 **6.5.6 Subcontractors**

25 All coverages for subcontractors shall be subject to all of the same insurance
26 requirements as stated herein for the Contractor.

27 **6.5.7 No Limitation**

28 Contractor's maintenance of insurance as provided by this Section shall not be
29 construed to limit the liability of Contractor to the coverage provided by such insurance,
30 or otherwise limit the City's recourse to any remedy available at law or equity.

31 **6.6 Performance Bond**

32 The Contractor shall provide and maintain at all times a valid Contractor's Performance
33 and Payment Bond or bonds, letter of credit or other similar instrument acceptable to
34 and approved in writing by the City in the initial amount of \$260,000.00, adjusted
35 annually in accordance with Section 3.2. The bond, letter of credit or other similar
36 instrument shall be issued for a period of not less than one year, and the Contractor
37 shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory
38 to the City of its renewability, no less than sixty (60) calendar days prior to the expiration
39 of the bond, letter of credit or other similar instrument then in effect. The City shall have
40 the right to call the bond, letter of credit or other similar instrument in full in the event its
41 renewal is not confirmed prior to five (5) calendar days before its expiration.

1 **6.7 Indemnification**

2 Contractor shall fully indemnify, protect, hold harmless and defend the City, its elected
3 officials, officers, employees, volunteers, agents and representatives, from and against
4 any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any
5 nature whatsoever, including costs and attorney’s fees in defense thereof, or injuries,
6 sickness or death to persons, or damage to property, which is caused by or arises out of
7 Contractor’s exercise of duties, rights and privileges granted by this Contract, or
8 Contractor’s operations, provided, however, that Contractor’s obligation to indemnify,
9 defend and hold harmless for injuries, sickness, death or damage caused by or resulting
10 from concurrent willful or negligent acts or actions of Contractor and the City shall apply
11 only to the extent of Contractor’s negligence or wrongful act or omission.

12 With respect to the obligations to hold harmless, indemnify and defend provided for
13 herein, as they relate to claims against the City, its elected officials, officers, employees,
14 volunteers, agents and representatives, the Contractor agrees to waive the Contractor’s
15 immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death
16 suffered by the Contractor’s employees that is caused by or arises out of the
17 Contractor’s negligent exercise of rights or privileges granted by the Contract. This
18 waiver is mutually agreed to by the parties.

19 The provisions of this Section 6.7 shall survive the expiration or termination of this
20 Contract with respect to acts and omissions occurring during the Contract term.

21 **6.8 Confidentiality of Information**

22 Contractor expressly acknowledges that the City is a local agency as defined by
23 Chapter 42.56 RCW, and is subject to the public records disclosure provisions codified
24 in that chapter. Contractor further expressly acknowledges that any document
25 (including but not limited to written, printed, graphic, electronic, photographic or voice
26 mail materials and/or transcriptions, recordings or reproductions thereof) submitted in
27 performance of this Contract may become a public record upon submission to the City,
28 subject to mandatory disclosure upon request by any person, unless the documents are
29 exempted from public disclosure by a specific provision of law.

30 Notwithstanding any other provision of this Contract, the City shall incur no liability
31 whatsoever with respect to the public disclosure of any writing constituting a public
32 record as defined by Chapter 42.56 RCW. Contractor expressly waives any and all
33 claims and/or causes of action against the City arising in any manner from the City’s
34 release of any such public records.

35 Contractor shall cooperate fully with any request for public records received by the City,
36 and shall furnish to the City all non-exempt records responsive to any such request
37 within five business days of notification by the City. If the City incurs penalties pursuant
38 to Chapter 42.56 RCW, including without limitation any award of attorneys’ fees, as a
39 result of Contractor’s breach of this Section, the Contractor shall fully indemnify the City
40 therefore.

41 If the City receives a request for inspection or copying of any documents containing
42 internal Contractor financial data, it shall reasonably endeavor to provide Contractor
43 with written notice to afford Contractor an opportunity to seek a court order prohibiting or

1 conditioning the release of such documents. Provided, that the City's inadvertent failure
2 to provide such notice shall not be grounds for any liability.

3 **6.9 Assignment of Contract**

4 **6.9.1 Assignment or Pledge of Moneys by the Contractor**

5 The Contractor shall not assign or pledge any of the moneys due under this Contract
6 without securing the written approval of the Surety on the performance bond and
7 providing at least thirty (30) calendar days prior notice to the City of such assignment or
8 pledge together with a copy of the Surety's approval thereof. Such assignment or
9 pledge, however, shall not release the Contractor or its sureties from any obligations or
10 liabilities arising under or because of this Contract.

11 **6.9.2 Assignment, Subcontracting, Delegation of Duties**

12 The Contractor shall not assign or sub-contract any of the work or delegate any of its
13 duties under this Contract without the prior written approval of the City which shall not
14 be unreasonably withheld. The City's approval shall not be required for subcontracting
15 or assignment to any company that is affiliated to Contractor or its parent company. In
16 any case the Contractor shall notify in writing to the City of the assignment or
17 subcontractor arrangement.

18 When requested, approval by the City of a subcontract or assignment shall not be
19 unreasonably withheld. In the event of sub-contracting or delegation of duties, the
20 Contractor shall remain responsible for the full and faithful performance of this Contract
21 and the subcontractor, or other obligor shall also become responsible to the City for the
22 satisfactory performance of the work assumed. The City may condition approval upon
23 the delivery by the assignee, subcontractor or other obligor of its covenant to the City to
24 fully and faithfully complete the work or responsibility undertaken.

25 In addition, the assignee, subcontractor or obligor shall sign a separate statement
26 agreeing to abide by all terms and conditions of this Contract. The City may preclude
27 the assignment or subcontract if the assignee, subcontractor or obligor does not comply
28 with this clause. Furthermore, the assignee, subcontractor or obligor shall be subject to
29 a one (1) year evaluation period during which the City may terminate this Contract on
30 the basis of any material breaches of the terms binding the Contractor.

31 Contractor shall pay the City's reasonable costs and expenses, including attorney's
32 fees, incurred in reviewing any request by Contractor to assign, subcontract, or delegate
33 its duties hereunder.

34 **6.10 Laws to Govern/Venue; Attorneys' Fees.**

35 This Contract shall be governed by the laws of the State of Washington both as to
36 interpretation and performance. Venue shall be in Superior Court in the State of
37 Washington for Snohomish County. The substantially prevailing party in any litigation
38 arising out of this Contract shall be entitled to an award of its reasonable attorneys'
39 fees.

40 **6.11 Compliance With Law**

41 The Contractor, its officers, employees, agents and subcontractors shall comply fully
42 with all applicable federal, state, county, regional or local laws, statutes, rules,

1 regulations or ordinances, including without limitation those of agencies having
2 jurisdiction over the project, in performing its obligations under the Contract. Such
3 compliance shall include abiding by all applicable federal, state and local policies,
4 including without limitations the Americans with Disabilities Act, the Architectural
5 Barriers Act, and Washington State Law against discrimination to ensure equal
6 employment opportunity and non-discrimination. The Contractor shall comply with all
7 applicable laws pertaining to employment practices, employee treatment and public
8 contracts.

9 Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the
10 Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and
11 regulations issued under these Acts from time-to-time must be complied with, including
12 ergonomic and repetitive motion requirements. The Contractor must indemnify and hold
13 harmless the City of Monroe from all damages assessed for the Contractor's failure to
14 comply with the Acts and Standards issued therein. The Contractor is also responsible
15 for meeting all pertinent local, state and federal health and environmental regulations
16 and standards applying to the operation of the collection and processing systems used
17 in the performance of this Contract.

18 Without limitation of the above, the Contractor shall observe all weight-related laws and
19 regulations in the performance of these services, including axle bridging and loading
20 requirements.

21 **6.12 Non-Discrimination**

22 The Contractor will not discriminate against any employee or applicant for employment
23 because of age, race, religion, creed, color, sex, marital status, sexual orientation,
24 political ideology, ancestry, national origin, or the presence of any sensory, mental or
25 physical handicap, unless based upon a bona fide occupational qualification. The
26 Contractor will take affirmative action to ensure that applicants are employed, and that
27 employees are treated during employment, without regard to their creed, religion, race,
28 color, sex, sexual orientation, national origin, or the presence of any sensory, mental or
29 physical handicap. Such action shall include, but not be limited to the following:
30 employment upgrading; demotion or transfer; recruitment or recruitment advertising;
31 layoff or termination; rates of pay or other forms of compensation; and, selection for
32 training, including apprenticeship. The Contractor agrees to post in conspicuous places,
33 available to employees and applicants for employment any required notices setting forth
34 the provisions of this non-discrimination clause.

35 **6.13 Permits and Licenses**

36 The Contractor and subcontractors shall pay fees and taxes levied by the City. The
37 Contractor shall obtain and maintain all permits and licenses necessary to provide the
38 services herein at its sole expense.

39 The Contractor shall be solely responsible for all taxes, fees and charges incurred,
40 including, but not limited to, license fees and all federal, state, regional, county and local
41 taxes and fees, including income taxes, property taxes, permit fees, operating fees,
42 surcharges of any kind that apply to any and all persons, facilities, property, income,
43 equipment, materials, supplies or activities related to the Contractor's activities under

1 the Contract, business and occupation taxes, workers' compensation and
2 unemployment benefits.

3 **6.14 Relationship of Parties**

4 The City and Contractor intend that an independent City/Contractor relationship shall be
5 created by this Contract. The implementation of services shall lie solely with the
6 Contractor. No agent, employee, servant or representative of the Contractor shall be
7 deemed to be an employee, agent, servant or representative of the City, and no agent,
8 employee, servant or representative of the City shall be deemed to be an employee,
9 agent, servant or representative of the Contractor.

10 **6.15 Bankruptcy**

11 It is agreed that if an order for relief is entered with respect to Contractor in any
12 voluntarily or involuntarily case under the United States Bankruptcy Code (Title 11 of
13 the United States Code), then this Contract, at the option of the City, may be terminated
14 effective on the day and at the time of entry of such order for relief.

15 **6.16 Right to Renegotiate/Amendment**

16 The City and/or the Contractor shall retain the right to renegotiate this Contract or
17 negotiate contract amendments based on policy changes, state statutory changes or
18 rule changes in Snohomish County, Washington State or federal regulations regarding
19 issues that materially modify the terms and conditions of the Contract. The City may
20 also renegotiate this Contract should any Washington State, Snohomish County or City
21 rate or fee associated with the Contract be held illegal or any increase thereof be
22 rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with
23 the City in the event the City wishes to change disposal locations or add additional
24 services to the Contract and to provide full disclosure of existing and proposed costs
25 and operational impacts of any proposed changes. Failure of the parties to reach
26 agreement on any such matter shall not result in a termination of this Contract or any
27 right to terminate this Contract in favor of either party.

28 This Contract may be amended, altered or modified only by a written amendment,
29 alteration or modification, executed by authorized representatives of the City and the
30 Contractor.

31 **6.17 Force Majeure**

32 Provided that the requirements of this section are met, Contractor shall not be deemed
33 to be in default and shall not be liable for failure to perform under this Contract if
34 Contractor's performance is prevented or delayed by acts of terrorism, acts of God
35 including landslides, lightning, forest fires, storms, floods, freezing and earthquakes,
36 civil disturbances, acts of the public enemy, wars, blockades, public riots, governmental
37 restraint or other causes, whether of the kind enumerated or otherwise, that are not
38 reasonably within the control of the Contractor ("Force Majeure"). If as a result of a
39 Force Majeure event, Contractor is unable wholly or partially to meet its obligations
40 under this Contract, it shall give the City promptly written notice of the Force Majeure
41 event, describing it in reasonable detail. The Contractor's obligations under this
42 Contract shall be suspended, but only with respect to the particular component of

1 obligations affected by the Force Majeure and only for the period during which the Force
2 Majeure exists.

3 In the case of a labor disruption, the following terms and conditions apply:

4 (1) Contractor immediately shall inform the City whenever it becomes apparent to
5 the Contractor that a labor disruption that may affect the Contractor's
6 performance is imminent.

7 (2) During any labor disruption, Contractor shall provide daily reports to the City
8 regarding the company's progress toward meeting full service requirements.

9 (3) Contractor shall develop, provide the City with, and implement a Customer
10 outreach plan regarding the labor disruption, which shall inform customers as to
11 what they may expect, and how they may contact Customer Service.

12 (4) Contractor shall use all reasonable, practicable means to resume regularly
13 scheduled service to all Customers within five business days after the beginning
14 of a labor disruption that affects Contractor's ability to perform, not including the
15 first day of the labor disruption. Resuming regularly scheduled services within
16 five business days is presumptively reasonable and practicable.

17 (5) Prior to the resumption of regularly scheduled service, the contractor shall collect
18 Garbage, Recyclables and Yard Debris from Customers with interrupted service
19 on the next succeeding workday, which shall include Saturdays..

20 (6) Contractor shall collect all accumulated solid waste at the Customer's next
21 regularly scheduled service date after service affected by a labor disruption is
22 resumed. The Contractor will not charge for extra waste set out in addition to
23 Customers' normal receptacle(s) in such a case if the amount of extra waste
24 does not exceed the amount that reasonably would be expected to accumulate
25 due to any intervening missed service.

26 (7) The Contractor is not obligated to extend credit to missed Customers who fail to
27 receive service during a labor disruption if the Contractor collects the Customers'
28 accumulated solid waste as required above and if the Contractor did not
29 unreasonably delay the restoration of service during the five business day grace
30 period. If the Contractor does not collect all of a Customer's accumulated solid
31 waste as required above, or if the Contractor unreasonably delays the restoration
32 of service during the five business day grace period, then Contractor shall give a
33 credit to the Customer, proportionate to the Customer's monthly service charge,
34 for all missed services and for each subsequent missed service until normal
35 service is restored.

36 (7) When the labor disruption has been settled, the Contractor promptly shall notify
37 the City and shall indicate when normal service is anticipated to resume.

38 **6.20 Waiver**

39 No waiver of any right or obligation of either party hereto shall be effective unless in
40 writing, specifying such waiver, and executed by the party against whom such waiver is
41 sought to be enforced. A waiver by either party of any of its rights under this Contract on

1 any occasion shall not be a bar to the exercise of the same right on any subsequent
2 occasion or of any other right at any time.

3 **6.21 Entirety**

4 This Contract and the attachments attached hereto and incorporated herein by this
5 reference, specifically Attachments A and B represent the entire agreement of the City
6 and the Contractor with respect to the services to be provided under this Contract. No
7 prior written or oral statement or proposal shall alter any term or provision of this
8 Contract.

9 **6.22 Severability**

10 At the discretion of the City, if, for any reason, any part, term or provision of this
11 Contract is held by a court of the United States to be illegal, void or unenforceable, the
12 validity of the remaining provisions shall not be affected, and the rights and obligations
13 of the parties shall be construed and enforced as if the Contract did not contain the
14 particular provision held to be invalid.

15 If it should appear that any provision hereof is in conflict with any statutory provision of
16 the State of Washington, said provision, which may conflict therewith, shall be deemed
17 inoperative and null and void insofar as it may be in conflict therewith, and shall be
18 deemed modified to conform to such statutory provisions.

19 **6.23 Regulatory Authority Preserved.** Nothing herein shall be construed as waiving,
20 abridging, or otherwise limiting the City of Monroe’s regulatory authority, which the City
21 hereby expressly reserves in full.

22 **6.24 Remedies Cumulative.** The remedies and rights of the City hereunder shall be
23 deemed cumulative. Unless expressly stated herein, the City’s exercise of any
24 particular remedy or rights shall not preclude the City’s further and additional exercise of
25 any other applicable remedy or right.

26 **6.25 No Third-Party Beneficiaries.** This Contract is for the exclusive benefit of the
27 signatory parties hereto, and may only be enforced by said parties. Nothing herein shall
28 be construed as vesting any right or privilege in or for any other party.

29 **6.26 Current Contract Superseding.** This Contract replaces, terminates and
30 supersedes the “Comprehensive Garbage, Recyclables and Yard Debris Collection
31 Contract” dated September 1, 2010 – August 31, 2017 which shall hereinafter have no
32 force and effect whatsoever except for obligations thereunder which expressly or by
33 implication are intended to survive termination.

34

35

36 THE REST OF THIS PAGE INTENTIONALLY IS BLANK – SIGNATURES FOLLOW

37

1 WITNESS THE EXECUTION of this Comprehensive Garbage, Recyclables and Yard
2 Debris Collection Contract on the day and year first herein above written.

3 RABANCO LTD. d/b/a Republic Services
4 of Lynnwood

CITY OF MONROE

5
6 By _____
7 Gregg Brummer, Area President

By _____
Geoffrey Thomas, Mayor

8 **Attachments:**

9 A: Contractor Rates

10 B: City Service Area

ATTACHMENT A – CONTRACTOR’S RATES

MONROE PROPOSED RATES

Residential Service:

Garbage per 20 gal can / cart weekly	\$8.99
Garbage per 32 gal can / cart weekly	\$14.32
Garbage per 64 gal cart weekly	\$23.72
Garbage per 96 gal cart weekly	\$31.34
Garbage 1 32 gal can per month	\$5.85
Senior Garbage per 20 gal can / cart weekly	
	\$6.31
Senior Garbage per 32 gal can / cart weekly	\$10.02
Senior Garbage per 64 gal cart weekly	\$16.60
Senior Garbage per 96 gal cart weekly	\$21.94
Senior Garbage 1 32 gal can per month	\$4.10
Yardwaste 1 cart weekly	
	\$7.98
Yardwaste additional cart weekly	\$6.78
Senior Yardwaste 1 tote weekly	\$5.59
Recycling weekly per cart Resi/or per unit Multifamily (required)	
	\$4.37
Senior Recycling weekly per cart (required)	\$3.06
Garbage Distance Drive In Flat	
	\$4.96
Garbage Extra Bag, Box, or Can	\$5.42
Garbage Overweight Can	\$5.42
Garbage Return Trip Fee	\$12.75
Garbage Yardage	\$17.60
Commercial Garbage Service:	
Commercial Garbage 1 32 gal can / cart weekly	\$21.48
Commercial Garbage per 64 gal cart weekly	\$29.85
Commercial Garbage per 96 gal cart weekly	\$44.27

These Columns not part of contract for comparison only			
Current Rates		% change	
\$9.08	\$0.09	-0.991%	
\$14.46	\$0.14	-0.968%	
\$23.96	\$0.24	-1.002%	
\$31.66	\$0.32	-1.011%	
\$5.91	\$0.06	-1.015%	
\$6.37	\$0.06	-0.942%	
\$10.12	\$0.10	-0.988%	
\$16.77	\$0.17	-1.014%	
\$4.14	\$0.04	-0.966%	
\$8.06	\$0.08	-0.993%	
\$5.64	\$0.05	-0.887%	
\$4.41	\$0.04	-0.907%	
\$3.09	\$0.03	-0.971%	
\$5.01	\$0.05	-0.998%	
\$5.47	\$0.05	-0.914%	
\$5.47	\$0.05	-0.914%	
\$12.88	\$0.13	-1.009%	
\$17.78	\$0.18	-1.012%	
\$21.70	\$0.22	-1.014%	
\$30.15	\$0.30	-0.995%	
\$44.72	\$0.45	-1.006%	

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1 yard container weekly	\$82.92	\$83.76	\$0.84	-1.003%
1 yard container 2X weekly	\$163.77	\$167.52	\$3.75	-2.240%
1 yard container 3X weekly	\$244.61			
1 yard container 4X weekly	\$325.46			
1 yard container 5X weekly	\$406.31			
1 yard container special pickup	\$24.18	\$24.42	\$0.24	-0.983%
Monthly rental per 1 yard container	\$6.87	\$6.94	\$0.07	-1.009%
1.5 yard container weekly	\$113.54	\$114.69	\$1.15	-1.003%
1.5 yard container 2X weekly	\$224.24	\$220.63	(\$3.61)	1.637%
1.5 yard container 3X weekly	\$334.94	\$344.29	\$9.35	-2.715%
1.5 yard container 4X weekly	\$445.64			
1.5 yard container 5X weekly	\$556.35			
1.5 yard container special pickup	\$30.23	\$30.54	\$0.31	-1.015%
Monthly rental per 1.5 yard container	\$7.66	\$7.74	\$0.08	-1.034%
2 yard container weekly	\$144.33	\$145.79	\$1.46	-1.001%
2 yard container 2X weekly	\$285.05	\$279.86	(\$5.19)	1.855%
2 yard container 3X weekly	\$425.77			
2 yard container 4X weekly	\$566.50			
2 yard container 5X weekly	\$707.22			
2 yard container special pickup	\$36.47	\$36.84	\$0.37	-1.004%
Monthly rental per 2 yard container	\$9.23	\$9.32	\$0.09	-0.966%
3 yard container weekly	\$202.31	\$204.35	\$2.04	-0.998%
3 yard container 2X weekly	\$399.56	\$392.17	(\$7.39)	1.885%
3 yard container 3X weekly	\$596.81	\$585.71	(\$11.10)	1.896%
3 yard container 4X weekly	\$794.07			
3 yard container 5X weekly	\$991.32			
3 yard container special pickup	\$51.73	\$52.25	\$0.52	-0.995%
Monthly rental per 3 yard container	\$13.07	\$13.20	\$0.13	-0.985%
4 yard container weekly	\$248.84	\$251.35	\$2.51	-0.999%
4 yard container 2X weekly	\$491.46	\$483.98	(\$7.48)	1.545%
4 yard container 3X weekly	\$734.08	\$725.96	(\$8.12)	1.118%
4 yard container 4X weekly	\$976.70			
4 yard container 5X weekly	\$1,219.32			
4 yard container special pickup	\$57.40	\$57.98	\$0.58	-1.000%
Monthly rental per 4 yard container	\$14.85	\$15.00	\$0.15	-1.000%
6 yard container weekly	\$324.98	\$328.26	\$3.28	-0.999%
6 yard container 2X weekly	\$641.84	\$634.42	(\$7.42)	1.169%

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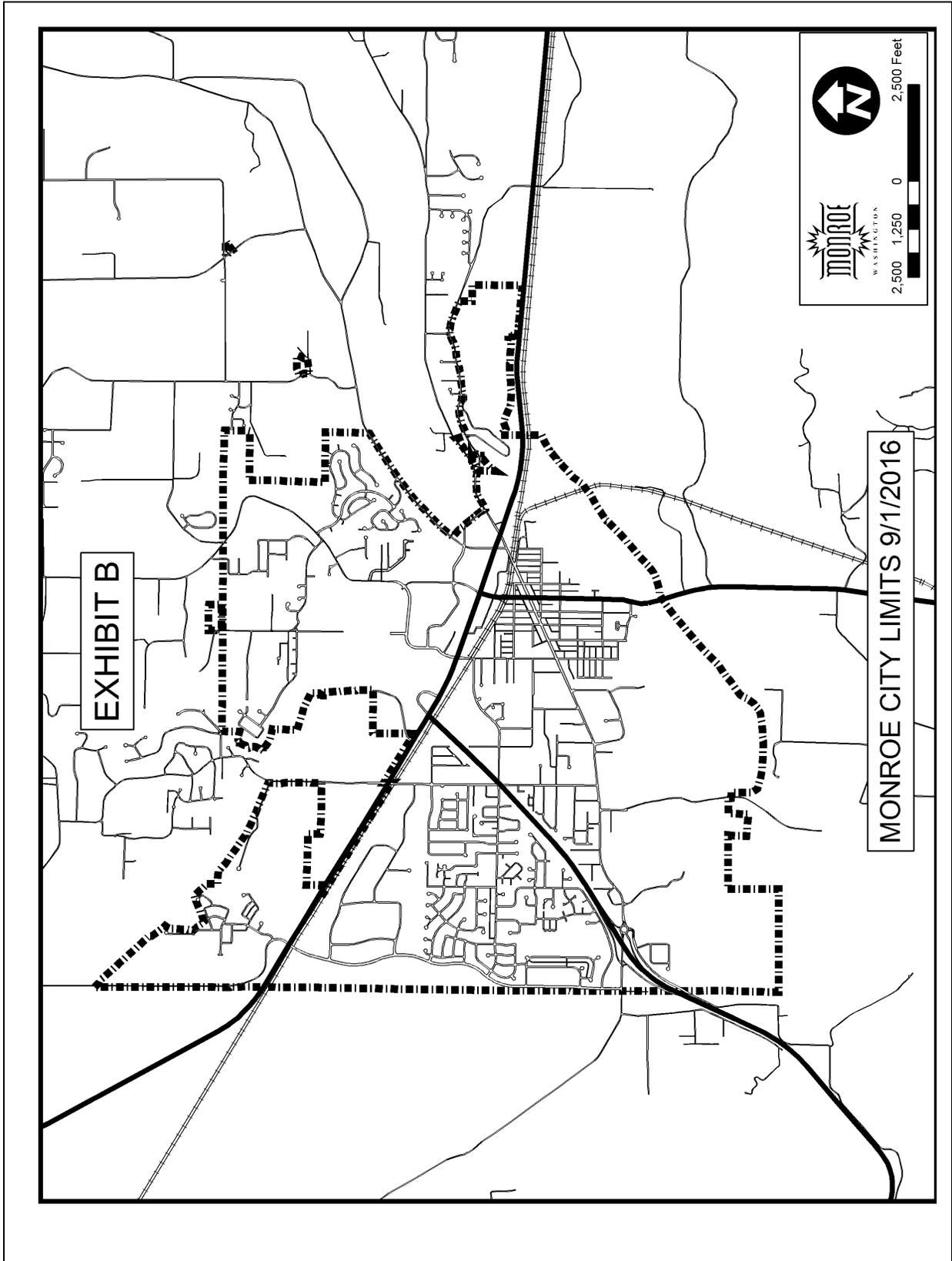
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6 yard container 3X weekly	\$958.69	\$940.75	(\$17.94)	1.907%
6 yard container 4X weekly	\$1,275.55			
6 yard container 5X weekly	\$1,592.40			
6 yard container special pickup	\$76.17	\$76.94	\$0.77	-1.001%
Monthly rental per 6 yard container	\$17.25	\$17.42	\$0.17	-0.976%
8 yard container weekly	\$414.87	\$419.06	\$4.19	-1.000%
8 yard container 2X weekly	\$819.37	\$812.25	(\$7.12)	0.876%
8 yard container 3X weekly	\$1,223.87	\$1,205.60	(\$18.27)	1.515%
8 yard container 4X weekly	\$1,628.36			
8 yard container 5X weekly	\$2,032.86			
8 yard container special pickup	\$96.07	\$97.04	\$0.97	-1.000%
Monthly rental per 8 yard container	\$20.27	\$20.47	\$0.20	-0.977%
4 yard compactor weekly	\$1,152.64	\$1,164.28	\$11.64	-1.000%
6 yard compactor weekly	\$1,506.08	\$1,521.29	\$15.21	-1.000%
10 - 40 yard container haul	\$288.15	\$108.04	(\$180.11)	166.707%
Compactor container haul	\$308.15	\$130.74	(\$177.41)	135.697%
Monthly rental 30 yard container	\$58.76	\$59.35	\$0.59	-0.994%
Monthly rental 40 yard container	\$69.29	\$69.99	\$0.70	-1.000%
Commercial Garbage extra bag, box, or can	\$4.99	\$5.04	\$0.05	-0.992%
Commercial Garbage extra yard	\$21.26	\$21.47	\$0.21	-0.978%
Commercial Garbage lock	\$16.02	\$16.13	\$0.11	-0.682%
Commercial Garbage return trip charge	\$11.73	\$11.85	\$0.12	-1.013%

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ATTACHMENT B – CITY SERVICE AREA



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MONROE CITY COUNCIL

Agenda Bill No. 16-151

SUBJECT:	Resolution No. 017/2016, Parking Regulations
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
11/01/2016	Public Works	Brad Feilberg	Brad Feilberg	Final Action #1

Discussion: 11/01/2016

Attachments: 1. Proposed Resolution

REQUESTED ACTION: Move to approve Resolution No. 017/2016, establishing parking restrictions in the City of Monroe; and repealing Resolution Nos. 13/2015 and 022/2015.

DESCRIPTION/BACKGROUND

Currently there are two resolutions (Nos. 015/2015 and 022/2015) in effect regarding parking restrictions in the City of Monroe. The proposed resolution combines the previously approved changes into one resolution to eliminate confusion.

The previously approved changes are:

1. Use of resident zone parking stickers for over limit parking on:
 - North Blakeley Street
 - west side: West Hill Street to alley north of and parallel to West Main Street
 - east side: West Hill Street to alley north of and parallel to West Main Street
 - West Hill Street
 - north side: North Madison Street to North Blakeley Street
 - south side: North Blakeley Street to alley west of North Blakeley Street
 - East Hill Street
 - north side: North Lewis Street to North Ferry Avenue
 - south side: North Lewis Street to North Ferry Avenue
 - Fremont Street
 - north side: South Blakeley Street to South Ferry Avenue
 - south side: South Blakeley Street to South Ferry Avenue
 - South Ferry Street
 - west side: East Main Street to East Fremont Street
 - east side: East Main Street to 280 south of the center line of East Main Street

2. The addition of a 15 minute parking space on the west side of North Lewis in front of Bid Daddy John's.

One other change was made to correct the location of the of the 15 minute parking spot on East Hill Street next to Hill Street Cleaners.

IMPACT – BUDGET

None.

TIME CONSTRAINTS

None.

**CITY OF MONROE
RESOLUTION NO. 017/2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, ESTABLISHING PARKING RESTRICTIONS IN THE CITY OF MONROE; AND REPEALING RESOLUTION NOS. 13/2015 AND 022/2015

WHEREAS, the City of Monroe finds that it is in the public interest to establish parking restrictions in certain areas of Monroe; and

WHEREAS, Monroe Municipal Code Chapter 10.12 provides for the addition, deletion and modification of various traffic controls relating to speed limits, quiet zones, loading zones, parking regulations, restrictions, prohibitions and limitations by the placement of official signs and curb markings as authorized by the City Council from time to time.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Repeal of Resolutions. City of Monroe Resolution Nos. 13/2015 and 022/2015 are hereby repealed in full.

Section 2. Establishment of Parking Restrictions. Parking Restrictions in the City of Monroe are hereby established as follows:

Parking shall be restricted, where not prohibited by other laws, rules, or regulations, to a maximum of 4 hours, between the hours of 8:00 A.M. and 6:00 P.M., except for weekends and holidays, and except for vehicles displaying a valid resident parking zone sticker in the following locations:

North Blakeley Street

- west side: West Main Street to alley north of and parallel to West Main Street
- east side: West Main Street to alley north of and parallel to West Main Street

West Hill Street

- north side: North Madison Street to North Blakeley Street
- south side: North Blakeley Street to alley west of North Blakeley Street

East Hill Street

- north side: North Lewis Street to North Ferry Avenue
- south side: North Lewis Street to North Ferry Avenue

Fremont Street

- north side: South Blakeley Street to South Ferry Avenue

- south side: South Blakeley Street to South Ferry Avenue

South Ferry Avenue

- west side: East Main Street to East Fremont Street
- east side: East Main Street to 280 south of the center line of east Main Street

Parking shall be restricted, where not prohibited by other laws, rules, or regulations, to a maximum of 4 hours, between the hours of 8:00 A.M. and 6:00 P.M., except for weekends and holidays, in the following locations:

Main Street

- north side: Madison Street to Woods Street
- south side: Fremont Street to Woods Street

North Lewis Street

- west side: 83 feet north of the center line of West Main Street to alley north of and parallel to West Main Street
- east side: East Main Street alley north of and parallel to East Main Street

South Lewis Street:

- west side: 82 feet south of the center line of West Main Street to West Destination Alley
- east side: East Main Street to East Destination Alley

Parking shall be restricted, where not prohibited by other laws, rules, or regulations, to a maximum of 2 hours, between the hours of 8:00 A.M. and 6:00 P.M., except weekends and holidays, and except for vehicles displaying a valid resident parking zone sticker in the following locations:

North Blakeley Street

- west side: West Hill Street to alley north of and parallel to West Main Street
- east side: West Hill Street to alley north of and parallel to West Main Street

Parking shall be restricted, where not prohibited by other laws, rules, or regulations, to a maximum of 2 hours, between the hours of 8:00 A.M. and 6:00 P.M., except weekends and holidays, in the following locations:

North Ferry Avenue

- east side: East Main Street to East Hill Street
- west side: East Main Street to East Hill Street

South Lewis Street

- west side: West Destination Alley to East Fremont Street
- east side: East Destination Alley to East Fremont Street
- east side: East Fremont Street to 110 feet south of center line of East Fremont Street.

- east side: 185 feet south of the center line of East Fremont Street to 280 feet south of the center line of East Fremont Street

North Lewis

- east side: alley north of and parallel to East Main Street to railroad tracks
- west side: alley north of and parallel to West Main Street to railroad tracks

West Hill Street

- north side: North Blakeley Street to North Lewis Street
- south side: North Blakeley Street to North Lewis Street

North Blakeley Street

- west side: West Hill Street to alley north of and parallel to West Main Street
- east side: West Hill Street to alley north of and parallel to West Main Street

Parking shall be restricted, where not prohibited by other laws, rules or regulations, and the following areas designated as a loading zone:

Woods Street:

- From 228 feet north of the centerline of East Fremont Street to 158 feet north of the centerline of East Fremont Street

Parking shall be restricted, where not prohibited by other laws, rules, or regulations, to a maximum of 2 hours, between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday in the following locations:

Village Way

- adjacent to the Monroe Branch Sno-Isle Regional Library

Parking shall be restricted, where not prohibited by other laws, rules, or regulations, to a maximum of 15 minutes, between the hours of 8:00 A.M. and 6:00 P.M., the following locations:

East Fremont Street

- south side: 1st and 2nd marked parking spaces west of South Ferry Avenue

South Lewis Street

- west side: West Main Street to 82 feet south of the centerline of West Main Street
- east side: 110 feet south of the centerline of East Fremont Street to 185 feet south of the centerline of East Fremont Street

North Lewis Street

- west side: West Main Street to 83 feet north of the centerline of West Main Street
- west side: five feet north of the alley north of and parallel to West Main Street to 25 feet north of said alley.

West Main Street

- north side: 1st marked parking space east of North Blakeley Street

East Main Street

- north side:
 - 1st marked general parking space west of North Ferry Avenue
 - 1st marked general parking space west of Woods Street

South Blakeley Street

- east side: West Main Street to West Fremont Street

East Hill Street

- north side: 130 feet east of the centerline North Lewis Street to 150 feet east of the centerline North Lewis Street

North Ferry Avenue

- west side: 1st parking space north of East Main Street

South Ferry Avenue

- west side: 1st marked general parking space south of east Main Street

Parking shall be prohibited, where not prohibited by other laws, rules, or regulations between the hours of 7:00 A.M. and 4:00 P.M. Monday through Friday, in the following locations:

North Kelsey Street

- east side: 170 feet south of centerline West Hill Street to 335 feet south centerline of West Hill Street

Parking shall be prohibited, where not prohibited by other laws, rules, or regulations between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday, in the following locations:

Dickinson Street

- east side: 65 feet south of centerline of Park Lane to 500 feet south of centerline of Park Lane
- west side: Dickinson Street to 130 feet south of centerline of Park Lane

There will be no parking at any time in the following locations:

Tye Street SE

146th Street SE

- Fryelands Boulevard SE to 167th Avenue SE

167th Avenue SE

- east side: Tye Street SE to 146th Street SE
- west side: Tester Road to 230 feet south of the center line of Tester Road

169th Avenue

- Tye Street SE to 146th Street SE

Tester Road

- 164th Street SE to City Limits

147th Street SE

- 179th Avenue SE to Tye Street SE

Beaton Road SE

- Tye Street SE to 169th Drive SE

179th Avenue SE

Oaks Street

Fryelands Boulevard SE

North Kelsey Street

- SR 2 to Chain Lake Road
- west side: SR 2 to West Main Street

South Kelsey Street

- west side: West Main Street to Pike Street

South Lewis Street

- west side: 130 feet south of the centerline of Sumac Drive south to City Limits
- east side: Sumac Drive south to City Limits
- west side: 508 feet south of centerline of West McDougall Street to 590 feet south of the centerline of West McDougall Street
- east side: 462 feet south of centerline of East McDougall Street to 519 feet south of the centerline of East McDougall Street

Dickinson Street

- west side: 130 feet south of centerline of Park Lane to 500 feet south of centerline of Park Lane
- east side: Dickinson Street to 65 feet south of centerline of Park Lane

Village Way

- Inside of loop

West Elizabeth Street

- north side: 350 feet east of the centerline of North Kelsey Street to 470 feet east of the centerline of North Kelsey Street

Blueberry Lane

- south side: 300 feet west of North Kelsey Street

- north side: 65 feet east of Driveway to 18621 Blueberry Lane

Currie Road SE

- south side: Frylands Boulevard to the east edge of Lord's Lake Division 2

Kirby Drive

- west side: West Main Street to 340 feet north of centerline of West Main Street

Kirby Drive

- east side: West Main Street to 340 feet north of centerline of West Main Street

West Hill Street

- south side: North Madison Street to alley between North Madison Street and North Blakeley Street

There will be no parking at any time, except Sundays and holidays, in the following locations:

167th Avenue SE

- west side: Tye Street SE to 146th Street SE

Said restrictions on parking shall continue to be in full force and effect until such time as the Council directs otherwise.

Section 3. 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.

CITY OF MONROE, WASHINGTON

Geoffrey Thomas, Mayor

(SEAL)

ATTEST:

Elizabeth M. Smoot, MMC, City Clerk



MONROE THIS WEEK

October 28, 2016 Edition No. 41

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

Civil Service Commissioner

Job Openings

Finance Director
Senior Planner
www.monroewa.gov/jobs

Events this Week

- 10/31 Trunk or Treat, 300 BLK S. Lewis St/412 S. Lewis ST, 5-7PM
- 11/01 ~~City Council Finance and Human Resources Committee Meeting, City Hall, Permit Center~~
CANCELLED
Monroe City Council Meeting, Council Chambers, City Hall, 7PM
- 11/05 Veteran's Memorial Monument Unveiling Ceremony, Lake Tye Park, 11AM

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!

South Lewis Neighborhood Meeting

On Saturday, October 22, 2016, Councilmember Rasmussen, Chief Quenzer, Sergeant Irving, and I, met with residents living on and west of South Lewis Street. We listened to concerns about drugs, crime, tagging, and homelessness. We talked about solutions that include enforcing our laws, working with the County and State to improve treatment options for drug addiction and mental/behavior health issues, revising our laws to provide more tools to resolve these concerns, forming neighborhood watches, and reporting suspicious behavior and crime by calling 9-1-1.

I understand these are regional issues. But, this does not mean we need to let them persist in Monroe. As a community, we are pulling together to tackle these issues. If you see something, say something - call 9-1-1.

Please feel free to email me at gthomas@MonroeWa.gov and Council at Councilmembers@MonroeWA.Gov.

Thank you to everyone who coordinated and came to the meeting.

South Lewis St. Warrant

Friday morning, October 28, 2016, the Monroe Police Department and North Sound Metro SWAT served a warrant at a residence on South Lewis Street.

I thank and commend all the law enforcement officers who contributed to this successful enforcement action today.

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

The following are year-to-date comparisons

Sales Tax Revenues

'15 to 9/30/15: \$2,997,528

'16 to 9/30/16: \$3,304,016

UP \$306,488 or 10.22%

Real Estate Excise Tax

'15 to 9/30/15: \$492,811

'16 to 9/30/16: \$653,731

UP \$160,920 or 32.65%

Lodging Tax Revenues

'15 to 9/30/15: \$47,799

'16 to 9/30/16: \$56,852

UP \$9,053 or 18.94%

Business License Fees

'15 to 9/30/15: \$35,936

'16 to 9/30/16: \$35,174

DOWN \$762 or -2.12%

Building Permit Revenues

'15 to 9/30/15: \$225,697

'16 to 9/30/16: \$498,272

UP \$272,575 or 120.77%

Planning Fee Revenues

'15 to 9/30/15: \$56,990

'16 to 9/30/16: \$92,900

UP \$35,910 or 63.01%

New House Permits

'15 to 9/30/15: 41

'16 to 9/30/16: 93

UP 52 units or 126.8%

Multi-Family Permits (# units)

'15 to 9/30/15: 13

'16 to 9/30/16: 4

DOWN 9 units or -69.2%

Building Division Inspections

'15 to 9/30/15: 1,316

'16 to 9/30/16: 1,801

UP 485 or 36.9%

(Warrant continued)

I recognize and particularly commend our Monroe Pro-Act Team, Monroe PD day shift officers, North Sound Metro SWAT, Monroe PD Administration Staff (Director Willis), and Chief Quenzer for your excellent work. THANK YOU!!!!

BDS Consultant Follow-Up

On Tuesday, October 25, 2016, I met with BDS Planning who are the Downtown Monroe consultants. I am excited about the work they are doing and have done for our Downtown area. They have helped the Monroe Chamber of Commerce and the Downtown Monroe Association collaborate together to work towards improving the Downtown. I look forward to seeing BDS's presentation at the council meeting on Tuesday, November 1, 2016, and am excited for the future of our Downtown.

Veteran's Memorial Monument Unveiling Ceremony

The Veteran's Memorial Monument is ready to be unveiled. On Saturday, November 5, 2016, at 11 a.m., the American Legion, Monroe Historical Society, Park Place Middle School, Eagle Scout candidate Sam Thomas, the City of Monroe, and members from the community, will gather for the dedication of the Veteran's Memorial Monument at Lake Tye Park. All are welcome to come and watch the ceremony. I hope to see you there.

Safety Tip

The turn of the season means it's getting darker earlier every evening. No matter where you are, you want to stay safe. If you are at home, on the road, or working out, there are plenty of safety tips to remember. This week's safety tip is below.

While you are exercising

Just because it gets dark earlier doesn't mean you want to stop your normal exercise routines, and you don't have to if you follow certain safety tips for exercising after dark.

- Wear the right things. While you are out in the dark make sure you are wearing the proper safety gear. Use light clothing, wear a reflective vest, and use reflective bands.

An additional safety tip from Fire District No. 7:

Halloween is just around the corner and Fire District 7 wanted to remind everyone about a few safety tips so our little princesses, witches, and cowboys are all kept safe while trick-or-treating!

(Safety continued)

- Choose a costume that can be seen. Carry a flashlight or wear reflective tape on your costume.
- Always make sure children are accompanied by an adult, and always use the sidewalks.
- Trick-or-treat at well-lit homes in familiar neighborhoods.
- Use battery-operated candles for your jack-o-lanterns.
- Drivers should slow down and use caution!

We hope everyone has a fun and safe Halloween!

Save The Date! Jayme Biendl 5K Memorial Run

Join us for the 6th Annual Jayme Biendl Memorial Run in Monroe, WA that supports families of police and correctional officers killed in the line of duty. This 5K Fun Run/Walk is a family and pet friendly event. The course starts/ends at Sky River Park and winds thru the grounds of the Washington State Reformatory. At the request of the family, proceeds are donated directly to the Behind the Badge Foundation. \$30 entry fee includes t-shirt. Pre-registrants may pick up shirts on run day. Register early to guarantee a shirt. If you register on the day of the race, t-shirt sizes will be limited.