



# MONROE CITY COUNCIL

## Agenda Bill No. 20-073

<b>SUBJECT:</b>	<b><i>Authorize Mayor to Execute Extension of the Interlocal Agreement with French Slough Flood Control District for Conveyance of Stormwater</i></b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/09/2020	Public Works	Jakeh Roberts	Jakeh Roberts	Consent Agenda #5

**Discussion:** 06/09/2020  
**Attachments:** 1. Interlocal Agreement  
 2. Shared Boundary Map  
 3. Partially Executed Extension Document

**REQUESTED ACTION:** *Authorize Mayor to Sign an Extension of the Interlocal Agreement with French Slough Flood Control District (District) for Conveyance of Stormwater.*

### POLICY CONSIDERATIONS

*Chapter 39.34 of the Revised Code of Washington (RCW) provides authority for governmental agencies to take joint cooperative action. The City of Monroe Procurement Policy & Procedures states that renewal of interlocal agreements that exceed \$50,000 requires the approval of the City Council.*

*The policy question for the City Council is; should the City continue to partner with the District through the extension of this Agreement?*

### DESCRIPTION/BACKGROUND

#### HISTORY OF THE AGREEMENT:

In an effort to facilitate the re-location of stormwater drainage infrastructure to spur development in the West Monroe area, the City of Monroe entered into an Interlocal Agreement with French Slough Flood Control District (District) in the early 1990s.

The Interlocal allowed for the newly constructed stormwater infrastructure systems, such as Lake Tye, to connect to the existing District drainage infrastructure and systems to the West. The District system conveys the stormwater out of Monroe, ultimately discharging to the Snohomish River.

#### RENEWAL OF THE AGREEMENT:

Renewal of this Interlocal Agreement will continue to facilitate the active partnership between the French Slough Flood Control District (District) and the City which has existed for the past 28 years. The Interlocal agreement (Attachment 1) provides the City with:

- Voting rights for three (3) City Council members, or their Designee’s, on the Joint Advisory Board for the purpose of providing City input on the District operating budget and to ensure the District is maintaining adequate financial capacity for capital needs.
- Authority over the stormwater utility charges to City residents and businesses in the shared area shown on the boundary map (Attachment 2).
- Authority over the capital construction, operation, and permitting processes associated with stormwater infrastructure installations in the shared service area.



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-073*

The renewal term is five (5) years (Attachment 3). During that period if the City Council desires to amend the Agreement, that action can be facilitated through a simple majority approval of the Joint Advisory Board.

If the City Council desires to exit the Agreement, the City would need to notify the District in writing 180 days in advance.

Following renewal, staff will bring a discussion item to the Transportation/Planning, Parks & Recreation, and Public Works (P3) City Council Committee to seek a recommendation for the process to be used to select the three (3) representatives of the City to serve on the Joint Advisory Board. The Interlocal Agreement specifies that Joint Advisory Board members shall consist of three (3) members of the City Council, or their designees, and the three (3) Commissioners of the District.

### **FISCAL IMPACTS**

Charges levied against the City by the District account for 27.73% of the District's annual budget. Charges have ranged from \$100,000 – \$125,000 annually over the past five (5) years.

Annual charges are primarily used to support operating costs to include staffing, electrical power for pump station operations, vegetation and ditch maintenance. A smaller portion of funding is typically set aside for future capital projects, in a reserve fund.

The 2020 adopted budget includes \$122,749 for payment to the District.

### **TIME CONSTRAINTS**

The extension needs to be executed by June 10, 2020. Section 8, B requires all extensions to be executed no later than 180 days prior to the expiration of the existing Agreement.

### **ALTERNATIVES**

1. Do not extend the existing Agreement. Direct staff to re-negotiate the Agreement with the District.

**COPY**

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MONROE AND  
FRENCH SLOUGH FLOOD CONTROL DISTRICT  
(INTO WHICH FORMER DRAINAGE IMPROVEMENT DISTRICTS #4 AND #4A  
HAVE BEEN CONSOLIDATED)**

The City of Monroe ("City") and French Slough Flood Control District ("District") recognize that each delivers water that must be handled by the facilities within and under the District's jurisdiction. The Parties desire to set forth conditions to improve City input into District decision-making with respect to control, ownership, management, and financing of the Drainage System.

WHEREAS, at the beginning of the 20th century the Fryelands area of Monroe was farmland within former Drainage Improvement District #4 and #4A so that the owners of what is now Fryelands were subject to direct assessments for operating a Drainage System; and

WHEREAS, former Drainage Improvement Districts #4 and #4A were special purpose districts created, operated and governed by officials elected pursuant to Title 85 RCW; and

WHEREAS, in the late 1950's a Federally funded more coordinated Drainage System required creation of the French Slough Flood Control District which operated under and was governed by officials elected pursuant to Chapter 86.09 RCW; and

WHEREAS, the three special purpose districts above mentioned assessed property owners within what is now the Fryelands area of Monroe for the combined Drainage System of said districts; and

WHEREAS, the Fryelands area was annexed into Monroe in the 1960's and was filled above the 100 year flood level as flood fringe in the early 1990's; and

WHEREAS, the City recognized the impacts this had on the three special purpose districts and that, although City drainage from Fryelands would continue to flow through said districts, the City needed the ability and authority to develop its own drainage infrastructure within Fryelands; and

WHEREAS, the City therefore proposed an Interlocal Agreement by which the City agreed that, as a public entity representing many small urban landowners who occupied former farmland previously owned by a few large landowners, the City would pay directly to the three districts the proportionate share of assessments borne by Fryelands; and

WHEREAS, after several years of operation under said Interlocal, recorded under Snohomish County Auditor's File No. 9210290769, the City is concerned that the Interlocal did not provide the City with any votes for district commissioners as was the case in Fryelands before City annexation; and

COPY  
 J. L. ...

French Slough Flood Control District  
 Sample Dollar Per Acre Rates (Zone 1)<sup>(1)</sup>

Expense	Revenue: Cash on Hand	Revenue: SWM Fund	Remaining Revenue Needed	City Portion <sup>(2)</sup>	Remaining to be funded by Dist.	\$/acre (Zone 1)
\$ 450,000	\$ 100,000	\$ 8,500	\$ 341,500	\$ 88,658	\$ 252,842	\$ 32.79
\$ 475,000	\$ 100,000	\$ 8,500	\$ 366,500	\$ 95,148	\$ 271,352	\$ 35.19
\$ 500,000	\$ 100,000	\$ 8,500	\$ 391,500	\$ 101,638	\$ 289,862	\$ 37.59
\$ 550,000	\$ 100,000	\$ 8,500	\$ 441,500	\$ 114,619	\$ 326,881	\$ 42.39
\$ 575,000	\$ 100,000	\$ 8,500	\$ 466,500	\$ 121,109	\$ 345,391	\$ 44.79
\$ 650,000	\$ 100,000	\$ 8,500	\$ 541,500	\$ 140,580	\$ 400,920	\$ 51.99
\$ 700,000	\$ 100,000	\$ 8,500	\$ 591,500	\$ 153,561	\$ 437,939	\$ 56.79
\$ 450,000	\$ 150,000	\$ 8,500	\$ 291,500	\$ 75,677	\$ 215,823	\$ 27.99
\$ 475,000	\$ 150,000	\$ 8,500	\$ 316,500	\$ 82,167	\$ 234,333	\$ 30.39
\$ 500,000	\$ 150,000	\$ 8,500	\$ 341,500	\$ 88,658	\$ 252,842	\$ 32.79
\$ 550,000	\$ 150,000	\$ 8,500	\$ 391,500	\$ 101,638	\$ 289,862	\$ 37.59
\$ 575,000	\$ 150,000	\$ 8,500	\$ 416,500	\$ 108,128	\$ 308,372	\$ 39.99
\$ 650,000	\$ 150,000	\$ 8,500	\$ 491,500	\$ 127,599	\$ 363,901	\$ 47.19
\$ 700,000	\$ 150,000	\$ 8,500	\$ 541,500	\$ 140,580	\$ 400,920	\$ 51.99
\$ 450,000	\$ 200,000	\$ 8,500	\$ 241,500	\$ 62,696	\$ 178,804	\$ 23.19
\$ 475,000	\$ 200,000	\$ 8,500	\$ 266,500	\$ 69,187	\$ 197,313	\$ 25.59
\$ 500,000	\$ 200,000	\$ 8,500	\$ 291,500	\$ 75,677	\$ 215,823	\$ 27.99
\$ 550,000	\$ 200,000	\$ 8,500	\$ 341,500	\$ 88,658	\$ 252,842	\$ 32.79
\$ 575,000	\$ 200,000	\$ 8,500	\$ 366,500	\$ 95,148	\$ 271,352	\$ 35.19
\$ 650,000	\$ 200,000	\$ 8,500	\$ 441,500	\$ 114,619	\$ 326,881	\$ 42.39
\$ 700,000	\$ 200,000	\$ 8,500	\$ 491,500	\$ 127,599	\$ 363,901	\$ 47.19
\$ 450,000	\$ 225,000	\$ 8,500	\$ 216,500	\$ 56,206	\$ 160,294	\$ 20.79
\$ 475,000	\$ 225,000	\$ 8,500	\$ 241,500	\$ 62,696	\$ 178,804	\$ 23.19
\$ 500,000	\$ 225,000	\$ 8,500	\$ 266,500	\$ 69,187	\$ 197,313	\$ 25.59
\$ 550,000	\$ 225,000	\$ 8,500	\$ 316,500	\$ 82,167	\$ 234,333	\$ 30.39
\$ 575,000	\$ 225,000	\$ 8,500	\$ 341,500	\$ 88,658	\$ 252,842	\$ 32.79
\$ 650,000	\$ 225,000	\$ 8,500	\$ 416,500	\$ 108,128	\$ 308,372	\$ 39.99
\$ 700,000	\$ 225,000	\$ 8,500	\$ 466,500	\$ 121,109	\$ 345,391	\$ 44.79

30.26% ↑  
 34% ↑

(1) Based upon 2012 Assessment Roll Parcel Data

(2) City portion calculated by taking 27.73% of "Remaining Revenue Needed" minus 55% of the non-annexed properties' assessments (i.e. Fairgrounds and one WSDOT property)

City portion  
 114,638.92

SWM

441,500

8,500

Exp.

250,000

700,000 →

2512 →

WHEREAS, taxation (by assessment) without representation is diametrically opposed to American values; and

WHEREAS, the three districts have been consolidated into one district known as French Slough Flood Control District; and

WHEREAS, said District has undergone an assessment revision in August 2001, which was subsequently approved by Snohomish County, and;

WHEREAS, the City and District wish to maintain a Joint Advisory Board for the purpose of improving communications regarding their combined Drainage System and service area; and

WHEREAS, the Parties wish to control the discharge of storm water runoff into the Drainage System and protect their jurisdictions from saturated soil conditions; and

WHEREAS, the Parties wish to maintain a process for increasing cooperation and providing City input into determining the City's share of the drainage service area costs in continuation of AF# 200301060895 as modified herein;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section 1. Glossary of Terms**

City - The City of Monroe  
County - Snohomish County  
District - French Slough Flood Control District  
Drainage System - Shall include the system of dikes, ditches, pipes, rights-of-way draining to said ditches, the pump station conveying water to the Snohomish River from within the jurisdiction of the Parties. The said Drainage System protects said areas from 10 year floods or less and saturated soil conditions.

Joint Advisory Board - Consisting of:  
1. City Council Members or their designee(s)  
2. Commissioners of French Slough Flood Control District

Areas of Responsibility -

City Area -Property that is within the District boundary and the City limits

District Area -Property that is within the District boundary and not the City limits.

The City Area and District Area are mutually exclusive.

## **Section 2. Joint Advisory Board**

The parties agree to maintain the established Joint Advisory Board for the purpose of improving communication regarding the Drainage System in order to implement this Agreement. The Joint Advisory Board shall consist of three (3) members of the Monroe City Council or their designee(s) and the three (3) Commissioners of the District.

### **A. Authority of the Joint Advisory Board.**

The Joint Advisory Board shall have the authority to implement the terms and conditions of this Agreement and to recommend the annual budget of the Drainage System. The Joint Advisory Board shall not have authority to modify the terms of this Agreement. The Joint Advisory Board shall not have authority to incur liabilities or obligations on behalf of either of the Parties to this Agreement except as provided herein.

### **B. Meetings, Actions and Quorum of Joint Advisory Board.**

1. All meetings of the Joint Advisory Board shall be held in compliance with the Open Public Meetings Act, RCW Chapter 42.30.
2. The Joint Advisory Board shall meet not less than four times annually at a regular meeting location of French Slough Flood Control District or such other location as the Parties shall agree.
3. A quorum of the Joint Advisory Board shall consist of two representatives each from the District and City.
4. Each City representative of the Joint Advisory Board shall have one vote and each District representative shall have one vote.
5. Disputes shall be resolved as provided in section 8D of this Agreement.
6. An appointed Secretary shall take minutes of the Joint Advisory Board meetings and other proceedings.

## **Section 3. Statutory Authority.**

This Agreement is entered into pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, RCW 35A.11.040 and 35A.35.010, and RCW 86.09.020, 85.38.180(10), 86.09.526 and 86.09.529.

## **Section 4. Purpose of the Agreement.**

The purpose of the Agreement is to:

- A. Establish areas of responsibility for maintenance and operation of the Drainage System.
- B. Establish a City voting input basis for District budgeting issues.
- C. Establish a cooperative method for regularly reviewing the City's proportionate share of the costs for the handling of the waters delivered into the Drainage System by each of the Parties.
- D. Develop a system for reviewing funding levels to maintain the District as a whole system.

**Section 5. Responsibility.**

- A. District Responsibilities - Property that is within the District boundary and not the City limits (District Area):

The District shall retain ownership of the ditches, and shall be responsible for the water quality, ditch maintenance, system improvements, and personal property used by the District in the District Area. The District shall be solely responsible for developing and administering the annual operating budget, and the capital repairs and improvements budget as required for receiving and handling flows both from within the City Area as well as the District Area... (See also section 6F of this Agreement)

- B. City Responsibilities - Property that is within the District boundary and the City limits (City Area): The District, by the prior Interlocal Agreement of October, 1992, did "cede ownership of all District ditch rights-of-way east of [a certain] Separation Line to the City" and that "The City shall be responsible for water quality, ditch maintenance, system improvements, personal property and other equipment and its acquisition to be used by the City within the City area." The City shall continue to be responsible for water quality, ditch maintenance, system improvements, personal property and other equipment and its acquisition to be used by the City within the City Area. . The City shall also continue to be responsible for capital repairs and improvements and associated costs to maintain and repair the Drainage System within the City Area and jurisdiction, as well as for improvements necessary to maintain flows and water quality from the City to the District in conformance with applicable federal, state and county regulations. C. Adjustments to the Areas of Responsibilities & Financial Responsibilities.

Adjustments may be made to the area of responsibility if the City limits are expanded. Such annexations by the City shall be approved by the Boundary Review Board in accordance with law, and adjustments to the areas of

responsibility shall thereafter be proposed by the Joint Advisory Board subject to approval of the District and City.

D. Liability.

Each Party shall assume liability for those areas of property for which they have assumed maintenance responsibility under this agreement. In such cases where all Parties may be held liable, or mutually joined in a liable action, the Party with maintenance responsibility for the area creating the liable action shall be responsible for providing the resources for responding to such action.

E. Indemnification.

The District agrees to fully protect, defend, indemnify, and hold harmless the City, including its officers, employees, and agents, from and against any and all claims, damages, and costs, incurred by the City as a result of the District's performance or failure to perform its obligations under this Agreement, except for damages caused by the negligence of the City.

The City agrees to fully protect, defend, indemnify, and hold harmless the District, including its officers, employees, and agents, from and against any and all claims, damages, and costs, incurred by the District as a result of the City's performance or failure to perform its obligations under this Agreement, except for damages caused by the negligence of the District.

**Section 6. Administration of Responsibilities.**

A. Maintenance and Operation.

1. The City is responsible for the control and maintenance of the Drainage System within the City limits, including the City Area... Maintenance of ditches will generally include the control of grasses and noxious weeds as well as reconstruction of ditch banks or channel bottoms that restrict or otherwise affect the rate or quality of water flow to the District ditches.
2. The District is responsible for the control and maintenance of the ditches within the District Area. Maintenance will generally include the control of grasses and noxious weeds as well as reconstruction of ditch banks or channel bottoms that restrict or otherwise affect the rate or quality of water flow within the District ditches. Maintenance also includes dike and pump station upkeep.

B. Capital Improvements.

1. The Parties shall be responsible for making all improvements to the Drainage System within their respective areas of responsibility. Such improvements shall include, but not be limited to, dike and pump plant reconstruction, the installation of storm water retention systems, conveyance piping, trail and/or recreational uses in conjunction with the ditch system, diversions within or to the drainage ditches, ditch crossings and landscaping including berming around or along the ditches.

C. Administration of Governmental Regulations.

Each Party shall be directly responsible for the administration of all regional, state and federal regulations governing the discharge of water and water quality for their jurisdiction's portion of the Drainage System.

D. Water Quality Control.

Each party shall be responsible for the quality of waters discharged within their jurisdiction if required by other law and as provided by law.

E. Storm Water Discharge.

Each Party shall be responsible for the volume, rate, duration, and tidal effects of, from and to storm water run-off entering the ditch system originating from within their jurisdiction.

F. Budget.

Commencing annually on or about July 2011 and for each succeeding year for the duration of this Agreement, the Joint Advisory Board shall start preparation of the Preliminary Budget for the District. This Preliminary Budget shall endeavor to itemize expenditures in order to provide useful information to the City and District for their respective budget processes. The Joint Advisory Board shall recommend approval of the Preliminary Budget to the District and City annually by September 30<sup>th</sup> so that the City Council and District will have reliable figures at the time each Party's budget is under consideration. (See also Section 6.H below). The parties acknowledge the Preliminary Budget is an estimate, and is subject to revision.

1. If the District must revise the preliminary budget after the final scheduled annual Joint Advisory Board meeting, the District shall make contact with the City and schedule an additional Joint Advisory Board meeting to allow all members of the Joint Advisory Board to vote on the proposed preliminary budget revision(s).

G. Assessments/Financial Responsibilities.

1. The City is financially responsible for the cost of maintaining and improving the Drainage System within the City limits.
2. The City and the District assume responsibility for a proportionate share of the District's financial obligations in the budget, based upon the following formula:
  - a.) The City portion of the entire District budget shall be 27.73% through December 31, 2002.
  - b.) Commencing January 1, 2003, the District will begin billing (assessing) property within the District boundary that is not annexed into the City. It is understood that revenues from such new assessment(s) are based on the total budget and must be received.
  - c.) The City's maintenance obligation, which formerly included said non-annexed property, will be transferred to the District.
  - d.) The City's financial obligation shall be determined as follows:
    - i.) The initial base for the City shall be 27.73% of the 2003 budget.
    - ii.) On receipt of revenues from said non-annexed areas, the City's initial base shall be reduced by an amount equal to 55% of revenues from said non-annexed areas to determine the City's financial obligation.
    - iii.) This amount shall be the basis of annually determining the City's percentage (portion) of the total assessment for 2003 and subsequent years.
    - iv.) Initial setup costs for assessing said non-annexed areas shall be split 55/45 between City and District.
3. The City's percentage may also be modified annually to account for storm water run-off from areas outside the current city limits that are annexed into the City in the future.

4. The City reserves the right to request records of the District in order to perform periodic audits for the purpose of establishing actual expenses to the budget.

H. Billing of Assessments.

The District shall send an assessment statement to the City for the annual assessment on a semi-annual basis after the first of each year. The City shall pay the assessment within ninety (90) days of receipt of said assessment. To insure adequate notification of such annual assessment, the Joint Advisory Board shall provide the City an estimate of the expected expenses along with the estimated cost of the City portion of such expenses by September 30 of the preceding year in time for the City's annual budget preparations.

**Section 7. Relationship to Existing Laws, Statutes and Regulations.**

This Agreement is not intended to modify or supersede existing laws, statutes and regulations. In meeting the commitments of this Agreement, all Parties shall comply with the requirements of the Open Public Meetings Act, State Environmental Policy Act, State Department of Fish and Wildlife, Annexation Statutes and all other state, federal and local laws.

The District shall retain sole authority and responsibility for ditches within the District boundary, excluding those included in the City limits, and the City shall continue to exercise delegated authority and responsibility for ditches within the City limits and the District boundary. The provisions of this Agreement are not intended to authorize either jurisdiction to abrogate ultimate decision-making responsibility assigned to it by law or to impair the power of the District electorate as guaranteed by 85.38.105 and 86.09.377.

**Section 8. Conditions of Agreement.**

A. Effective Date.

This Agreement replaces "AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MONROE AND SNOHOMISH COUNTY DRAINAGE IMPROVEMENT DISTRICTS NUMBER FOUR AND NUMBER FOUR-A AND FRENCH SLOUGH FLOOD CONTROL DISTRICT" entered into by the Parties in October of 1992 and as modified by AF# 200301060895

This Agreement shall be submitted for approval to the requisite authorities and upon the last such filing or approval, the Agreement shall come into and be of full force and effect from the date of termination of AF#200301060895. This Agreement shall be recorded with the Snohomish County Auditor's Office.

B. Terms of Agreement.

This Agreement shall remain in effect for five (5) years and may be renewed

for three (3) additional periods of five (5) years each by the Parties jointly signing a notice of renewal at least 180 days before the end of the then-current period. Either party may terminate agreement with 180 days written notice to the other Party.

On termination, the District shall reassume sole responsibility and authority for billing and maintaining property within its jurisdictional boundary going forward.

C. Amendment of the Agreement.

This Agreement may be amended by written agreement of the Parties approved through a simple majority vote by each of the respective governing bodies, or by a simple majority vote of the Joint Advisory Board ratified by a simple majority vote of the Parties' respective governing bodies -- City Council and District Board. Such amendment shall become effective five days after approval by both Parties or as otherwise designated by the agreement.

D. Disputes.

1. In the event the Joint Advisory Board is unable to achieve agreement on a matter reasonably necessitating a decision and action on such matter, then such matter shall be referred to the decision-making bodies of the respective Parties for mediation.
2. The District and the City shall each submit three names as potential mediators. If the Parties share one name in common, that mutually submitted name shall be the mediator. If two or more names are in common, both Parties shall be asked to rank the commonly named mediators by preference. The name which is most preferred based upon ranking shall become the agreed mediator. If there is a tie in the ranking, a majority vote of the Joint Advisory Board shall determine the mediator. If none of the names submitted by the parties are in common, a majority vote of the joint advisory board shall determine the mediator, and that failing, the six names shall be put in a container and the name selected from the container by the County Auditor shall be the mediator.
3. The District shall pay 100% of its own expenses associated with mediation including but not limited to legal and preparatory. The City shall pay 100% of its own expenses associated with mediation including but not limited to legal and preparatory. The mediator's fee shall be divided between the District and the City. The District shall pay 72.27% of the shared cost of the mediator's fee; the City shall pay 27.73%.

4. Venue -- Snohomish County, Washington.

E. Severability.

If any provision of this Agreement or its application is held invalid, the remainder of the agreement shall remain in effect.

IN WITNESS THEREOF, the Parties have affixed their signatures and dated below.

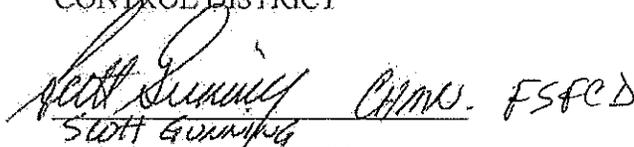
DATED this 7<sup>th</sup> day of December, 2010.

CITY OF MONROE



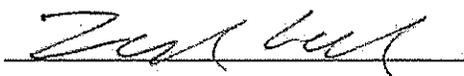
Robert G. Zimmerman, Mayor

FRENCH SLOUGH FLOOD  
CONTROL DISTRICT

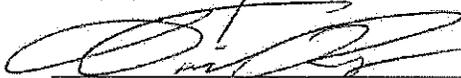


Scott Gunning, CHM, F.S.F.C.D.

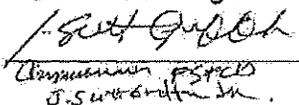
APPROVED AS TO FORM



J. Zachary Lell, City Attorney

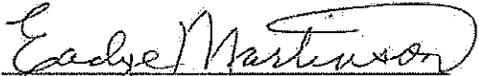


Commissioner F.S.F.C.D.  
David Remlinger



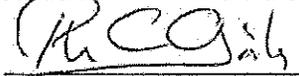
J. Scott Giddick  
Commissioner F.S.F.C.D.  
J.S. Giddick, Jr.

ATTEST:



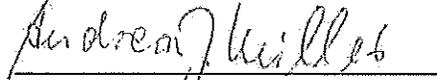
Eadye Martinson, Deputy City Clerk

APPROVED AS TO FORM



Peter C. Gaily, District Attorney

ATTEST



Andrea J. Miller  
Secretary F.S.F.C.D.



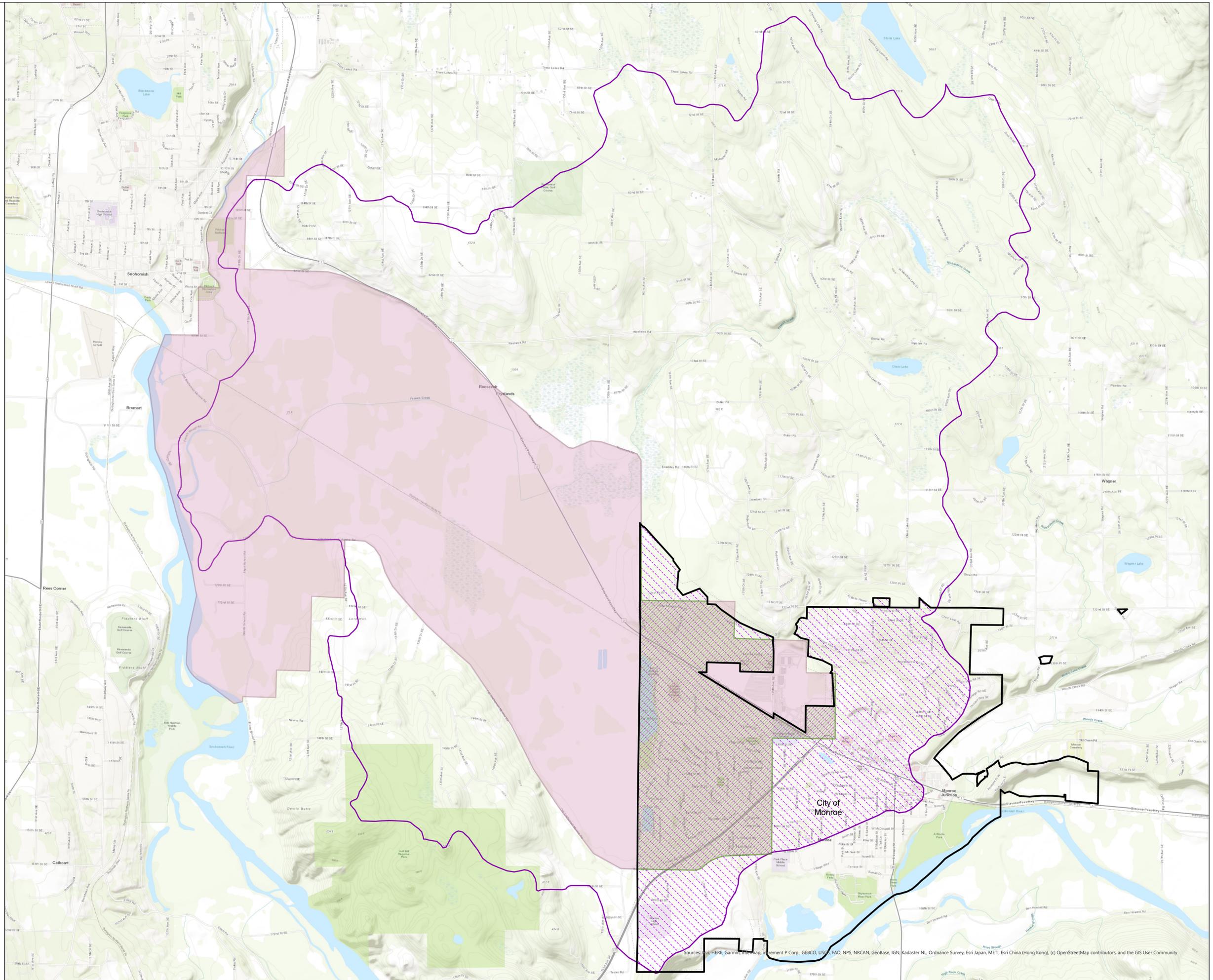
- French Slough Flood Control District
- FSCFD inside City Limits
- DOE Watershed Boundary Dataset
- French Creek Watershed inside City Limits
- Monroe City Limits

	Total Area	Inside City Limits	Inside French Creek Basin
FSCFD	7509	1194	6282
French Creek Drainage Basin	18316	2690	

\*All units are in acres



Credits: City of Monroe, Public Works, Design and Construction. Data was assembled from the Washington State Department of Ecology, Snohomish County, and the City of Monroe. Data shown on this map is for informational purposes only. The city of Monroe does not guarantee the accuracy of the data here in. Do not use this map to make financial decisions.



**Notice of Renewal of an Interlocal Agreement Between  
The City of Monroe and French Slough Flood Control District**

**Section 1.**

The City of Monroe and French Slough Flood Control District entered into an Interlocal Agreement on the 7<sup>th</sup> day of December, 2010. In 2015 the Interlocal Agreement was extended for a period of five (5) additional years.

**Section 2.**

Section 8 (B), of the Interlocal Agreement states; *"This agreement shall remain in effect for five (5) years and may be renewed for three (3) additional periods of five (5) years each by the parties jointly signing a notice of renewal at least 180 days before the end of the then-current period."*

**Section 3.**

This document serves as the notice of renewal as is required to keep the Interlocal Agreement in effect.

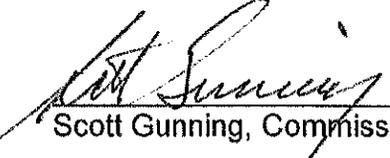
Approved by the City Council of the City of Monroe, at its regular meeting thereof, and approved by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF MONROE, WASHINGTON:**

\_\_\_\_\_  
Geoffrey Thomas, Mayor

Approved by the Chairperson and Commissioners of the French Slough Flood Control District, at its regular meeting thereof, on this 7th day of April, 2020.

**FRENCH SLOUGH FLOOD CONTROL DISTRICT:**

  
\_\_\_\_\_  
Scott Gunning, Commissioner

  
\_\_\_\_\_  
David Remlinger, Commissioner

  
\_\_\_\_\_  
Michelle Canfield, Commissioner