

MONROE CITY COUNCIL

Regular Business Meeting
January 21, 2020, 7:00 P.M.

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

Mayor: Geoffrey Thomas

Councilmembers: Kevin Hanford, Mayor Pro Tem; Patsy Cudaback; Ed Davis; Jason Gamble;
Jeff Rasmussen; Kirk Scarborough; and Heather Rousey

AGENDA

Call To Order

Roll Call

Pledge Of Allegiance

Final Action

1. Oath of Office - Councilmember Jason Gamble (Mayor Thomas)

Documents:

[Oath of Office - Gamble.pdf](#)

2. AB20-001: Waive Council Rules of Procedure - Business Meeting Format (D. Knight)

Documents:

[AB20-001 Waive Council Rules of Procedure.pdf](#)

3. AB20-002: Municipal Court Judge Contract (B. Warthan)

Documents:

[AB20-002 Municipal Court Judge Contract.pdf](#)

Special Orders Of The Day

1. AB20-003: Confirmation of Appointment of Municipal Court Judge Jessica Ness (B. Warthan)

Documents:

[AB20-003 Confirmation of Appointment of Municipal Court Judge Jessica Ness.pdf](#)

2. AB20-004: Swearing-In Ceremony for New Police Officer (J. Jolley)

Documents:

[AB20-004 New Officer Swearing-In Ceremony.pdf](#)

3. AB20-005: Swearing-In Ceremony for Deputy Police Chief (J. Jolley)

Documents:

[AB20-005 Deputy Chief Swearing-In Ceremony.pdf](#)

Announcements And Presentations

1. AB20-006: Snohomish County Prosecuting Attorney Adam Cornell - Support of Felony Drug Charges

Documents:

[AB20-006 Snohomish County Prosecuting Attorney Adam Cornell.pdf](#)

Public Comments

[This time is set aside for members of the public 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; three minutes will be allowed per speaker.**]

Consent Agenda

1. Approval of the Minutes: November 19, 2019; December 3, 2019; and December 10, 2019

Documents:

[MCC Minutes 20191119_DRAFT.pdf](#)

[MCC Minutes 20191203_DRAFT.pdf](#)

[MCC Minutes 20191210_DRAFT.pdf](#)

2. Approval of AP Checks and ACH Payments

Documents:

[AP Checks and ACH Payments.pdf](#)

3. Approval of Payroll Warrants and ACH Payments

Documents:

[PAYROLL WARR APPROVAL.pdf](#)

4. AB20-007: Municipal Court Assessment Contract Award (D. Knight)

Documents:

[AB20-007 Municipal Court Assessment Contract Award.pdf](#)

5. AB20-008: Accept Project/Begin Lien Period for Cascade View Drive Water Main Project (S. Peterson)

Documents:

[AB20-008 Cascade View Dr Water Main Project.pdf](#)

6. AB20-009: Accept Project/Begin Lien Period for 132nd Street Water Main Project (S. Peterson)

Documents:

[AB20-009 132nd Street Water Main Project.pdf](#)

7. AB20-010: Accept Project/Begin Lien Period for 182nd Avenue Water Main Project (S. Peterson)

Documents:

[AB20-010 182nd Ave Water Main Project.pdf](#)

8. AB20-011: Authorize Mayor to Sign Supplement Agreement No. 5 with WH Pacific for Chain Lake Road Phase 2a, Civil and Structural Design Services (S. Peterson)

Documents:

[AB20-011 Agreement No. 5 for CLR Design Services.pdf](#)

9. AB20-012: Interagency Agreement with Washington State Parks and Recreation Commission for the River Interpretive and Wayfinding Signage Project (M. Farrell)

Documents:

[AB20-012 WA State Parks - River Interpretive and Wayfinding Signage Project.pdf](#)

10. AB20-013: 2020 Skyhawks Sports Camps Agreement (M. Farrell)

Documents:

[AB20-013 Skyhawks Sports Camp Agreement.pdf](#)

11. AB20-014: Authorize Preparation of Plans and Specifications/Solicitation of Bids for Construction (2020 Capital Improvement Projects) (S. Peterson)

Documents:

[AB20-014 Preparation of Plans and Specifications of Bids for CIP Projects.pdf](#)

12. AB20-015: Accept E2SHB 1923 Grant Funding to Address Housing Affordability and Authorize the Mayor to Sign Department of Commerce Agreement to Adopt a Housing Action Plan (B. Swanson)

Documents:

[AB20-015 E2SHB 1923 Grant Funding Acceptance.pdf](#)

13. AB20-016: Interagency Agreement with the Arlington Municipal Airport (J. Jolley)

Documents:

Unfinished Business

1. AB20-017: 2018-2019 Comprehensive Plan Amendment (B. Swanson)

Documents:

[AB20-017 Comprehensive Plan Amendment.pdf](#)

New Business

1. AB20-018: City of Monroe Prosecution Contract (J. Jolley)

Documents:

[AB20-018 City of Monroe Prosecution Contract.pdf](#)

2. AB20-019: Selection of Mayor Pro Tem; Council Committees; and Various Council Appointments (D. Knight)

Documents:

[AB20-019 Selection of Mayor Pro Tem - Council Committees - Various Appointments.pdf](#)

3. AB20-020: 2020-2021 Council Seating Arrangements (D. Knight)

Documents:

[AB20-020 Council Seating Arrangements.pdf](#)

4. AB20-021: 2020 Council Meetings Schedule (D. Knight)

Documents:

[AB20-021 2020 Council Meetings Schedule.pdf](#)

Councilmember Reports

1. Finance & Human Resources Committee Update

Documents:

[Finance-HR Committee Packet 12-17-19.pdf](#)

2. Legislative Affairs Committee Update

Documents:

[Legislative Affairs Committee Packet 11-12-19.pdf](#)

3. Public Safety Committee Update

Documents:

[Public Safety Committee Packet 12-3-19.pdf](#)

Staff/ Department Reports

1. Economic Development (D. Knight)

Documents:

[Report - Economic Development.pdf](#)

2. Finance (B. Hasart)

Documents:

[Report - Finance.pdf](#)

3. Human Resources & Information Technology (B. Warthan)

Documents:

[Report - Human Resources and IT.pdf](#)

4. Parks & Recreation (M. Farrell)

Documents:

[Report - Parks and Recreation.pdf](#)

5. Police Department (J. Jolley)

Documents:

[Report - Police Department.pdf](#)

6. Public Works (J. Roberts)

Documents:

[Report - Public Works.pdf](#)

Mayor/ Administrative Reports

1. City Administrator Update (D. Knight)

2. Mayor's Update/Monroe This Week (January 17, 2020, Edition No. 2)
(Mayor Thomas)

Documents:

[MTW Volume 6 Edition 2.pdf](#)

Executive Session

If needed.

1. To Discuss Two Items Related to Property Acquisition Pursuant to RCW 42.30.110(1)(b) – 10 minutes
Action may or may not be taken.

Adjournment

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

Accommodations for people with disabilities will be provided upon request. For Assistance, please contact the City Clerk's office at 360-863-4538 in advance of the meeting.

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



MONROE CITY COUNCIL

SUBJECT:	<i>Oath of Office for Councilmember Jason Gamble</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
1/21/2020	Executive	Deborah Knight	Mayor Thomas	Final Action #1

Action: 1/21/2020

Attachments: 1. None

REQUESTED ACTION: Witness the Oath of Office to Councilmember Jason Gamble for a term to commence January 1, 2020 and expire December 31, 2023.

POLICY CONSIDERATION

None.

DESCRIPTION/BACKGROUND

People elected to office for terms that commence on January 1st are required to sign the oath of office before taking their first official action in elected office.

The Snohomish County Auditor's Office certified the election on November 26, 2019. Councilmember Jason Gamble won his election race. Both have requested to have the oath of office administered to them at the last City Council meeting on December 10, 2019. Councilmember Jason Gamble also won his election race; and will be sworn in at the first Council meeting of January, 2020.

The oath of office may be administered by any notary public or by any other officer authorized by statute to administer oaths. The following is a list of the officials in local government who most commonly administer the oath of office:

- Court Commissioner
- Judicial Officers
- Judge
- Clerk of Court
- County Auditor or Deputy Auditor
- County Commissioner or County Councilmember
- Mayor of a Code City, a Town, or a Second Class City
- Mayor Pro Tem of a Second Class City
- Clerk of a Code City
- Town Clerk or Deputy Clerk

Mayor Geoffrey Thomas will administer the oath of office.

When persons elected to office take the oath, they swear or affirm that they will faithfully and impartially discharge the duties of the office to the best of their ability. No particular wording or form the oath is required.



MONROE CITY COUNCIL

The following oath of office is one that is commonly used:

I, _____, do solemnly swear [or affirm] that I will support the Constitution of the United States and the Constitution and laws of the State of Washington, and all local ordinances, and that I will faithfully and impartially perform and discharge the duties of the office of _____, according to the law and the best of my ability.



MONROE CITY COUNCIL

Agenda Bill No. 20-001

SUBJECT:	Waive Council Rules of Procedure – Business Meeting Format
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Administration City Clerk	Gina Pfister	Deborah Knight	Final Action #1

Discussion: 01/21/2020

- Attachments:**
1. MMC 2.04, Council Meetings
 2. Council Rules of Procedure Section 3.1 & Section 17

REQUESTED ACTION: Move to waive Council Rules of Procedure to allow final action to be taken at a study session; and to hold a Business Meeting instead of a Study Session on Tuesday, January 21, 2020.

POLICY CONSIDERATIONS

MMC 2.04.010, Council Meetings – Regular Meeting Date Established, states that “the city council shall hold its regular meetings on the first through fourth Tuesdays of each month” and “may limit the scope of its regular meetings, such as designating some of them “study session,” in its by-laws or other rules of procedure.”

The City Council Rules of Procedure Section 3.1.3, states “the first and third Tuesdays of each month shall be deemed to be a “Study Session.” Study Sessions will be informal meetings for the purpose of reviewing forthcoming programs or projects, or receiving similar information. No final decisions/actions can be made during a study session. Final action on study session items will be scheduled for a forthcoming regular or special Council meeting;” and Section 17. 1 states “Any provision of these rules not governed by state law or ordinance may be temporarily waived suspended by a majority vote of the Council...”

DESCRIPTION/BACKGROUND

Due to inclement weather and hazardous road conditions, the Tuesday, January 14, 2020, Business Meeting of the Monroe City Council was cancelled.

In order to efficiently process items requiring final action, it is recommended for City Council to waive their Rules of Procedure to allow for final action at a Study Session; and effectively making the Tuesday, January 21, 2020, Council Meeting a Business Meeting.

The format change was noted in Monroe This Week, Volume 6, Edition 2; and posted on the City’s website on January 15, 2020 (<https://www.monroewa.gov/AgendaCenter>). The agenda was posted in the City Hall lobby on January 17, 2020.

FISCAL IMPACTS

N/A

TIME CONSTRAINTS

N/A



MONROE CITY COUNCIL

Agenda Bill No. 20-001

ALTERNATIVES

Do not waive Council Rules; keep the meeting as a Study Session only for discussion items; and defer all action items to the Tuesday, February 11, 2020, City Council Regular Business Meeting.

Chapter 2.04 COUNCIL MEETINGS

Sections:

[2.04.010](#) Regular meeting date established.

[2.04.020](#) Place of meeting.

[2.04.030](#) Change in meeting.

2.04.010 Regular meeting date established.

The city council shall hold its regular meetings on the first through fourth Tuesdays of each month at the hour of seven p.m. The city council may limit the scope of its regular meetings, such as designating some of them “study sessions,” in its by-laws or other rules of procedure. (Ord. 007/2006 § 1; Ord. 010/2004)

2.04.020 Place of meeting.

The place of meeting of the city council shall be in the City Hall. (Ord. 15, 1903; Ord. 1, 1903)

2.04.030 Change in meeting.

Whenever a regularly stated meeting of the council falls on a holiday or a holiday eve, the council may, by motion, change that particular date to another suitable date, which changed date shall then become a regular stated meeting date of the council. (Ord. 598, 1974; Ord. 362, 1958)

The Monroe Municipal Code is current through Ordinance 033/2018, passed December 11, 2018.

Disclaimer: The City Clerk's Office has the official version of the Monroe Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

EXCERPTS FROM CITY COUNCIL RULES OF PROCEDURE

SECTION 3. COUNCIL MEETINGS

The Monroe City Council may hold one of two types¹ of official meetings when a quorum of its members is present. “Quorum” is defined as at least four members of the City Council. Council shall choose their seating arrangements on the dais at the first meeting of every even year; selection order to be determined by seniority of each council member and the number of years served on City Council.

- 3.1 **REGULAR MEETINGS:** Regular meetings of the Monroe City Council will be held the first four Tuesdays of each month at the Council Chambers in City Hall.² However, Council reserves the right as deemed necessary to cancel, adjourn, or continue any regular meeting in accordance with state law.
- 3.1.1 Regular meetings will begin at 7:00 PM, and will be scheduled to end at 10:00 PM; provided that meetings may be extended by majority vote of the Council.
- 3.1.2 The second and fourth Tuesdays of each month shall be deemed to be a “Business Meeting.” Business Meetings will be formal meetings for the purpose of all actions items; to include, and not be limited to, all public hearings, resolutions, ordinances, and minute orders for the approval of such items as appointment confirmations, contracts, interlocal agreements, grants, etc.
- 3.1.3 The first and third Tuesdays of each month shall be deemed to be a “Study Session.” Study Sessions will be informal meetings for the purpose of reviewing forthcoming programs or projects, or receiving similar information. No final decisions/actions can be made during a study session. Final action on study session items will be scheduled for a forthcoming regular or special Council meeting.
- 3.1.4 Separate from public hearings and the designated Public Comments portion of each Regular Meeting, participation in City Council discussions is limited to Council members and those invited to speak by the Council.

SECTION 17. SUSPENSION AND AMENDMENT OF RULES

- 17.1 Any provision of these rules not governed by state law or ordinance may be temporarily waived suspended by a majority vote of the Council, except as otherwise specified in these rules or required by law. Any formal action of the City Council in violation or disregard of these rules shall be deemed as an implied waiver thereof.
- 17.2 These rules may be amended or new rules adopted, by a majority vote of the Council.

¹ RCW provides for only two types of meetings, “regular” and “special.”

² MMC 2.04.010: Provides for day and time of meetings. Also provides for study sessions.



MONROE CITY COUNCIL

Agenda Bill No. 20-002

SUBJECT:	<i>Authorize the Mayor to Sign Agreement with Jessica Ness for Monroe Municipal Court Judge.</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
1/14/2020	Human Resources	Ben Warthan	Ben Warthan	Final Action #2

Discussion: 1/21/2020
Attachments: 1. Municipal Court Judge Contract

REQUESTED ACTION: Move to authorize the Mayor to sign the Municipal Judge agreement with Jessica Ness; and expressly authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS

Council is responsible for the City's budget.

DESCRIPTION/BACKGROUND

On October 2, 2019, Judge Mara Rozzano provided noticed to the City she was ending her contract effective December 1, 2019. In the same month the City put out a Request For Qualifications (RFQ) for Municipal Court Judge with a deadline for responses by November 15, 2019. The City received 3 qualified submittals for the RFQ. All 3 submitters were interviewed twice by the Mayor, City Administrator, Police Chief, HR Director and Court Administrator. Ms. Jessica Ness was selected by the Mayor to fulfil the remaining unexpired term, ending December 31, 2021. The contract in the packet has no financial changes from the previous contract with Judge Rozzano.

FISCAL IMPACTS

The proposed fiscal impacts of the agreement is unchanged from the budgeted amount for Municipal Court Judge for 2020. The rate for 2020 is \$6,388 per month. The rate for 2021 is \$6,867 per month.

TIME CONSTRAINTS

January 21, 2020, due to scheduled Judicial College for the last week of January 2020

ALTERNATIVES

Do not approve the agreement and ask the Mayor to direct staff to find other alternatives.

**CITY OF MONROE MUNICIPAL JUDGE
AGREEMENT
Recitals**

WHEREAS, the City of Monroe has established its Municipal Court under the provisions of RCW Chapter 3.50 and Monroe Municipal Code (MMC) Chapter 2.80; and

WHEREAS, the City's previous Municipal Court judge resigned, leaving the remainder of her unexpired term to be filled by appointment pursuant to RCW 3.50.093 and MMC 2.80.090; and

WHEREAS, Jessica Ness has been appointed to serve as the Judge of the Municipal Court for the remainder of the previous judge's unexpired term, commencing _____ day of _____, 2020, and ending midnight on December 31, 2021; NOW, THEREFORE,

This agreement ("Agreement") is entered into this _____ day of _____, 2020, between Jessica Ness, (hereinafter "Judge") and the City of Monroe, Washington, a municipal corporation (hereinafter "City"). In consideration of the mutual benefits to be derived, the parties agree as follows:

Terms

1. DUTIES: The Judge shall administer all activities of the court, direct its employees, hear or assign all cases as herein provided, and all other actions reasonably necessary to fulfill the obligations of the court as established by State statute or City ordinance. The Judge will administer the Court and its personnel as provided in GR 29 and the commentary to the Rule. The provisions of RCW Chapter 3.50 and MMC Chapter 2.80 are incorporated by this reference as fully as if herein set forth. The Judge is anticipated to provide sixteen (16) to twenty (20) hours of service in the average week consisting of at least one (1) court day per week and one half (1/2) court day every other week and such additional hours of administrative time as necessary. Hours in excess of the scheduled hours per week will not include time spent reviewing after hours search warrants. The Judge will cooperate, to the extent that such cooperation does not interfere with the constitutional and statutory independence of the courts, with record keeping regarding her approximate hours of service to the extent required by any state statute or administrative agency. She will also report annually to the City Council regarding the activities of the court. Nothing herein shall be interpreted to limit the discretion of the Judge to work such time as she believes appropriate to accomplish her assigned duties, so long as she does so in accordance with the canons of judicial ethics and meets the requirements of RCW 3.50.095. If the demands of the City require consistently more time than was anticipated at the negotiation of this Agreement, the Judge shall report such additional needs to the City Council and the parties will meet and confer in good faith regarding possible solutions, including but not limited to, an increase in court days and/or salary.

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2. COMPENSATION: Beginning the _____ day of _____, 2020, the Judge shall be paid Six Thousand Three Hundred and Eighty Eight Dollars (\$6388) per month. The Judge will be responsible for paying all of her own withholding income taxes, social security taxes and any other payroll taxes. (This compensation is for all hours spent as the City's Municipal Court Judge, subject only to necessary appearances by the Judge's Pro Tem). See paragraph 4.

2.1. The rate of \$6388 per month shall be adjusted effective January 1, 2021 to be \$6,867 per month. Without prejudice to Section 1, the parties agree to meet and confer in good faith regarding a potential adjustment of the per month rate if the City becomes a "hosting jurisdiction" as defined by RCW 3.50.003 and thereby avails the Monroe Municipal Court for use by one or more other cities. The per month rate may also be further adjusted by the mutual agreement of both parties, in writing.

2.2. In the event that it is necessary to schedule additional court calendars or to accommodate a motion or trial that cannot be scheduled for a regularly scheduled court calendar, or to otherwise accommodate a trial that results in a total of more than sixteen (16) hours worked in one week, the City agrees to additionally compensate the Judge for the actual time spent at the rate of \$85.00 per hour. However, such additional compensation shall not come into effect until or unless the total number of hours per week exceeds twenty (20) hours. The additional four (4) hours per month is for in-custody matters, search warrants, and administrative time. In no event shall any increase in compensation result in an increase in equivalent hourly rate exceeding ninety-five percent of the salary for District Court Judges of the State of Washington. Any adjustment to compensation shall be in compliance with RCW 3.50 and Article XI section 8 of the Washington State Constitution.

2.3. The Judge may take up to forty (40) hours of time off per year for personal and/or health reasons through coverage by the Judges Pro Tem. See Section 4 below. The Judge shall arrange coverage by the Judges Pro Tem.

2.4. The parties recognize that the position of judge requires annual training, continuing legal education and attendance at judicial conferences. With prior approval of the City Administrator or designee, the judge shall be reimbursed for actual reasonable expenses incurred in attendance at required training, continuing legal education, and judicial conferences up to four (4) per year. If the judge utilizes her own vehicle for transportation, she shall be reimbursed for its use at the IRS mileage rate. The judge shall submit her claims for reimbursement on a form provided by the City along with such documentation as is reasonably necessary to confirm the amount and nature of the expense.

3. TERM. This Agreement shall commence _____ day of _____, 2020, and expire December 31, 2021, which term the parties mutually acknowledge constitutes the unexpired remainder of the previous Municipal Court judge's four year term.

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4. JUDGES PRO TEM: In the event of conflict, disqualification or in order to permit the Judge time away from court for personal or health reasons, or when in the discretion of the Judge the use of a Judge Pro Tem is required, the Judge may assign cases to a Judge Pro Tem duly appointed by the Judge. Such Judges Pro Tem shall be compensated at the rates set by City ordinance or contract.

4.1. The City will be responsible for compensating the Judges Pro Tem; provided that, if a Judge Pro Tem serves when the Judge is unavailable due to personal and/or health reasons beyond the 40 hours per year described in section 2.3, the City shall deduct Pro Tem costs, dollar for dollar, from the Judge's flat base rate of compensation per month.

4.2. Nothing herein shall be interpreted to limit the Judge's right to reasonable accommodation of a disability under state and federal law.

5. BILLING: Upon approval of this Agreement, the City shall remit compensation hereunder to the Judge no later than the tenth (10th) day of each month. In the event the Judge's work for the Monroe Municipal Court exceeds sixteen (16) hours per week, the Judge shall submit an invoice for the additional compensation which shall be paid within thirty (30) days of receipt.

6. LEGAL REPRESENTATION. The City has in effect an ordinance codified as MMC Chapter 2.40 providing legal representation for the officers, employees and officials of the City. To the extent provided by that ordinance, the Judge, Judges Pro Tem, and all employees of the Court shall be considered to be officers of the City and subject to the terms and protection of said ordinance to the same extent and in the same manner as other City officers, employees and officials.

7. NONEXCLUSIVE CONTRACT: This shall be a nonexclusive Agreement.

7.1 The City reserves the right to appoint additional Judges and to contract for additional court services in the future. Nothing herein shall be interpreted to prohibit such future appointments or to guarantee renewal of this contract, its level of payment nor the level of cases forwarded to the Judge for future years, regardless of whether the Judge shall be within the term of her appointment subject to RCW 3.50 and Article XI Section 8 of the Washington State Constitution, except that the Judge shall have the right of first refusal with regard to additional court services up to 34 hours per week during the term of her appointment. Such additional court services may be subject to a separate negotiated contract for compensation. In the event of future re-appointments, the City reserves the right to renegotiate any and all provisions of this Agreement.

7.2 To the extent allowed by applicable state law, the Judge may serve as a judge pro tem for one or more other cities during the term of this Agreement. Provided, that: (i) the Judge notifies the City in writing prior to commencing such service for any other city, and (ii) the Judge's service for any other city shall not in any manner prevent or otherwise unreasonably interfere with the Judge's obligations under this Agreement, which shall take priority.

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8. INTEGRATION: This Agreement shall constitute the sole agreement between parties and shall not be varied except upon the mutual written agreement of the parties. The Judge shall be governed by the provisions of this Agreement and by her signature below expressly waives any rights not specifically incorporated or referenced herein and expressly waives any rights or benefit accruing under the Monroe Personnel Manual or the provisions of City ordinance.

9. TERMINATION: This Agreement may be terminated by the City for, but only for, any cause constituting grounds for removal of the Judge under RCW 3.50.095. The Judge may terminate this Agreement upon 60 days written notice to the City.

10. SEVERABILITY: In the event that any provision of this Agreement shall be held invalid, the remaining provisions shall remain in full force and effect.

11. QUALIFICATIONS: The Judge represents and warrants to the City that she currently satisfies, and will continue to satisfy throughout the term of this Agreement, all applicable criteria for the position of Monroe Municipal Court Judge, specifically including without limitation the criteria set forth at RCW 3.50.040 and MMC 2.80.030.

CITY OF MONROE:

JUDGE:

Mayor, Geoffrey Thomas

Jessica K. Ness

ATTEST/AUTHENTICATED:

Cheri Hurst, Authorized Designee
of the City Clerk

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CITY ATTORNEY:

J. Zachary Lell

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MONROE CITY COUNCIL

Agenda Bill No. 20-003

SUBJECT:	Confirmation of Appointment for Municipal Court Judge Jessica Ness
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
1/21/2020	Human Resources	Ben Warthan	Ben Warthan	Special Orders of the Day #1

Discussion 1/21/20
Attachments: 1. Jessica Ness bio

REQUESTED ACTION: Move to confirm Mayor’s appointment of Jessica Ness as Monroe Municipal Court Judge

POLICY CONSIDERATIONS

The Council is responsible for confirming the Mayor’s appointments

DESCRIPTION/BACKGROUND

Pursuant to Monroe Municipal Code 2.80.090: Any vacancy in the municipal court due to death, disability or resignation of the municipal court judge shall be filled by the mayor for the remainder of the expired term. The appointment shall be subject to confirmation by the city council.

On October 2, 2019, Judge Mara Rozzano provided noticed to the City she was ending her contract effective December 1, 2019. In the same month the City put out a Request For Qualifications (RFQ) for Municipal Court Judge with a deadline for responses by November 15, 2019. The City received 3 qualified submittals for the RFQ. Ms. Jessica Ness was selected by the Mayor to fulfil the remaining unexpired term, ending December 31, 2021.

FISCAL IMPACTS

The proposed fiscal impacts of the agreement is unchanged from the budgeted amount for Municipal Court Judge for 2020. The rate for 2020 is \$6,388 per month. The rate for 2021 is \$6,867 per month.

TIME CONSTRAINTS

January 21, 2020, due to scheduled Judicial College for the last week of January 2020.

ALTERNATIVES

Do not approve the appointment and ask the Mayor to direct staff to find other alternatives.



Jessica Connelly Ness

candidate for

Monroe Municipal Court Judge

Jessica Ness is a highly experienced Judge Pro Tem whose primary occupation is serving in the District and Municipal Courts. Since 2012, she has been handling all judicial responsibilities in these courts and has developed a strong reputation for effective, fair, and efficient handling of the work of the trial courts. Her services as a judicial officer are much in demand due to the calm, considerate, professional manner in which she interacts with the elected judges, court staff, administration, attorneys, and public court users.

Jessica was appointed by the Mountlake Terrace City Manager and confirmed by the city council as a Hearing Examiner in 2015. In this capacity, she renders quasi-judicial decisions in civil matters. She also serves as a Police Chief's Designated Appointee for the City of Mukilteo presiding over forfeiture matters.

As a former Deputy Prosecuting Attorney for the Snohomish County Prosecutor's Office, Jessica managed all aspects of case preparation and trial. She recruited, trained, and supervised new attorneys and interns in her role as the Infractions Supervisor. Part of her responsibilities also entailed the management of a legal team of expert witnesses, lay witnesses, and paralegals in the Involuntary Commitment program. This position provided her with valuable insight into the relationship between mental health treatment, the justice system, and community safety.

Jessica has gained valuable experience on the other side of the courtroom by serving as a criminal defense attorney for nearly five years, counseling clients on their legal rights and representing them in all phases of their criminal cases.

Dedicated to investing in youth, Jessica has volunteered as a coach for Archbishop Murphy's Mock Trial team, advocated as a VGAL for abused and neglected children, and engaged 5th graders at the ABA Law Day celebration.



MONROE CITY COUNCIL

Agenda Bill No. 20-004

SUBJECT:	Presentation: Swearing-In Ceremony: Officer Alex Nelson
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Police	Jeffrey Jolley	Jeffrey Jolley	Special Orders of the Day #2

Discussion: 01/21/2020

Attachments: 1. None

REQUESTED ACTION: None; swearing-in ceremony

POLICY CONSIDERATIONS

Lexipol Policy 102.3, Oath of Office. All department members, when appropriate, shall take and subscribe to the oaths or affirmations applicable to their positions (RCW 43.101.201).

DESCRIPTION/BACKGROUND

Swearing-In Ceremony: Officer Nelson was hired by our department on July 22, 2019 and finished his Field Training assignment on December 1st 2019. He graduated from the Basic Law Enforcement Academy in March of 2018 and began his career with Tulalip Tribal Police Department before his lateral transfer to Monroe.

The Honorable Judge Mara Rozzano will be conducting the Oath of Office.

FISCAL IMPACTS

N/A

TIME CONSTRAINTS

N/A

ALTERNATIVES

N/A



MONROE CITY COUNCIL

Agenda Bill No. 20-005

SUBJECT:	Presentation: Swearing-In Ceremony for Deputy Police Chief Ryan Irving
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Police	Jeffrey Jolley	Jeffrey Jolley	Special Orders of the Day #3

Discussion: 01/21/2020

Attachments: 1. None

REQUESTED ACTION: None; swearing-in ceremony

POLICY CONSIDERATIONS

Lexipol Policy 102.3, Oath of Office. All department members, when appropriate, shall take and subscribe to the oaths or affirmations applicable to their positions (RCW 43.101.201).

DESCRIPTION/BACKGROUND

Swearing-In Ceremony: Deputy Chief Ryan Irving began his career with the Monroe Police Department on January 24, 2000. He has served as a vital member of our agency in many capacities to include Police Officer, K9 Narcotics Officer, Detective and Sergeant. As a Sergeant, Deputy Chief Irving was instrumental in the research, planning and implementation of the Embedded Social Worker Program.

On June 1st, 2018 he was selected for the Interim Deputy Chief position and on November 13th, 2019 he accepted the permanent position as Deputy Chief for the Monroe Police Department.

The Honorable Judge Mara Rozzano will be conducting the Oath of Office.

FISCAL IMPACTS

N/A

TIME CONSTRAINTS

N/A

ALTERNATIVES

N/A



MONROE CITY COUNCIL

Agenda Bill No. 20-006

SUBJECT:	Presentation: Snohomish County Prosecuting Attorney Adam Cornell – Support of Felony Drug Charges; 2 Grams or Less Policy
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
1/21/2020	Executive	Deborah Knight	Snohomish County Prosecuting Attorney Adam Cornell	Presentation Item #1

Discussion: 9/17/2019; 12/03/2019; 1/21/2020

Attachments: 1. Letter of support to Executive Somers and the County Council dated 9/17/2019

REQUESTED ACTION: None – presentation only.

POLICY CONSIDERATIONS

On September 24, 2019, the City Council authorized Mayor Thomas to sign a letter to Executive Somers and the County Council supporting the Innovative Justice Initiative proposed by the Snohomish County Prosecutor's Office. This agenda bill reports on the outcome of the requested support.

DESCRIPTION/BACKGROUND

In May of 2019, Snohomish County Prosecuting Attorney Adam Cornell presented his Innovative Justice Initiative. Rooted in the principle that the enforcement of felony simple possession drug laws should be sensible, fair, compassionate, and firm, with a focus on treatment and accountability. The initiative addressed prosecution of controlled substances cases where the amount in possession is less than 2 grams. The initiative was aimed to reverse the former prosecutor's policy to decline prosecution of 2 gram or less drug cases.

Snohomish County Prosecuting Attorney Adam Cornell will speak to Council regarding the approved funds allocated in the 2020 budget that support reversing the 2 gram threshold for felony drug prosecutions.

The added prosecutor's employees would screen cases as part of Mr. Cornell's Prosecution Crossroads Unit, which manages diversion programs for those willing to seek help with substance abuse and other problems. Those unwilling or unable to get treatment could face jail or prison time.

FISCAL IMPACTS

N/A

TIME CONSTRAINTS

N/A

ALTERNATIVES TO REQUESTED ACTION

N/A



September 17, 2019

Snohomish County Executive Dave Sommers
Snohomish County Councilmember Nate Nehring (District 1)
Snohomish County Councilmember Brian Sullivan (District 2)
Snohomish County Councilmember Stephanie Wright (District 3)
Snohomish County Councilmember Terry Ryan (District 4)
Snohomish County Councilmember Sam Low (District 5)

Esteemed Executive and Council:

The City of Monroe council enthusiastically and unanimously support the Snohomish Prosecutor's Office with their *Innovative Justice Initiative*; a reversal of a policy that basically de-criminalized possession of less than 2 grams of felony-level drugs such as heroin, methamphetamine and cocaine. Enforcement and subsequent treatment and prosecution of felony-level simple possession cases are key to reducing relapse and attacking the addiction problem at its root cause.

The enforcement of these simple possession cases should be fair, compassionate and firm; our communities expect it. Drug usage drives other criminal activity, ranging from thefts and burglaries to assaults and homicides. Persons with addictions must feed that addiction and turn to crime for that purpose. This "ripple effect" on our city increases homelessness, property crime to sustain use, and increased Law Enforcement and jail costs. Often our police officers encounter individuals who have less than two grams of a controlled substance which no longer meets the standard for a felony arrest. Since the county does not prosecute these as felonies, the City of Monroe must choose to prosecute, but is limited to only misdemeanors charges resulting in the cost being borne by the City for court services to include prosecution, public defense, and possible incarceration. Subsequently, our police department is not able to adequately address the root causes of why some people are engaging in criminal behavior. This is why the City of Monroe council supports this initiative. Get the people the help they need - at the lowest possible level of prosecution - to reduce crime and aid in recovery.

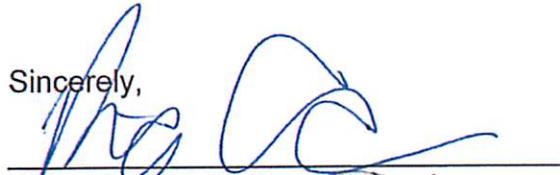
We all understand the fiscal impacts of a program such as the *Innovative Justice Initiative*; it is expensive to add staffing and it can't be done piece-meal or on a temporary basis; the cost of employees is ongoing. That said, the costs associated with not getting low-level drug offenders into treatment or other alternatives to incarceration by far exceeds the cost of employees. Untreated or under-served low level offenders

continue to victimize the community and stay on their course of self-destruction. When one compares the cost of staff with the cost to the community, the answer is clear.

The City of Monroe council resolutely encourages the elected policy makers of our county to support the *Innovative Justice Initiative*. Reversing the policy regarding not charging less-than-2-grams of drugs and adding the requisite staff in the Snohomish Prosecutor's office will help our officers as they work diligently to keep the City of Monroe a safe and secure place to be.

Thank you for your continued service and we look forward to taking this step with you.

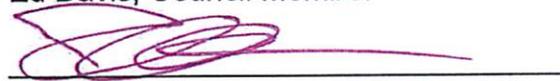
Sincerely,



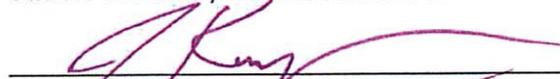
Patsy Cudaback, Council Member



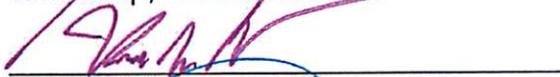
Ed Davis, Council Member



Jason Gamble, Council Member



Jim Kamp, Council Member



Kevin Hanford, Council Member



Jeff Rasmussen, Council Member



Kirk Scarboro, Council Member

CALL TO ORDER, ROLL CALL, AND PLEDGE

The November 19, 2019, Regular Study Session of the Monroe City Council was called to order by Mayor Thomas at 7 p.m.; Monroe City Hall, Council Chambers.

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

Staff members present: Pfister, Knight, Jolley, Irving, Lether, Swanson, Bright, Criswell, Warthan, Feilberg, and Hasart.

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

The Pledge of Allegiance was led by Cub Scout Pack 39, Den 4 Arrows.

SPECIAL ORDERS OF THE DAY

1. Recognition of Service: The Honorable Judge Mara J. Rozzano

Mayor Thomas noted that Judge Rozzano was not able to attend the meeting. This item will be brought back at the December 10, 2019 regular business meeting.

ANNOUNCEMENTS/PRESENTATION

1. AB19-238: Presentation: Monroe School District Challenge Coin Award

Police Chief Jeff Jolley provided background information on AB19-238; and introduced Greg Burns, the Safety, Risk & Security Manager with the Monroe School District. Mr. Burns spoke about the contributions Officer Derrick Lether has made to the District and his involvement with the students, specifically Officer Lether's efforts on the Safety and Emergency Preparedness videos developed for the students.

Mr. Burns thanked the police department for their support and presented Officer Lether with a Challenge Coin; only awarded for circumstances that warrant recognition for going above and beyond expectations. Officer Lether gave a short acceptance speech.

PUBLIC COMMENTS

There were no persons present wishing to speak during Public Comments.

COUNCILMEMBER REPORTS

Councilmember Gamble clarified the annual tree lighting event date and confirmed it would be noticed as a possible quorum.

STAFF/DEPARTMENT REPORTS

Ms. Becky Hasart, Finance Director, reported on the East County Park and Recreation District (ECPRD) bond measure results.

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update

Ms. Deborah Knight, City Administrator, reported/commented on the following topics:

- Next week's court assessment consultant interviews.
- Interim Judge currently serving the municipal court until the selection of a new Judge in January.
- AWC City Action Days; to contact Interim City Clerk Gina Pfister to register.
- Attended the Snohomish County Committee for Improved Transportation (SCCIT) meeting last week.
- The effects of Initiative 976 passing; will continue working with Strategies 360 on alternative funding sources for Highway 522.

2. Mayor's Update/Monroe This Week (*October 11, 2019, Edition No. 36*)

Mayor Thomas noted the Monroe This Week included in the meeting materials; and reported on the following topics:

- 2020 Board and Commission interview process.
- Presentation at the Homelessness Policy Advisory Committee (HPAC) open house; draft HPAC recommendations; community input; and next steps. Mayor Thomas thanked members of the HPAC Committee.
- Attended the Snohomish County Mayor's meeting hosted by Snohomish County Councilmember Sam Low; discussed 2020 legislative strategy.
- Attended the homelessness Response Group meeting.

DISCUSSION ITEMS

1. AB19-239: 2020 School Safety (Joint Discussion with Monroe School District)

Chief Jolley provided background information on the City's School Resource Officer (SRO) program and the proactive actions the Monroe Police Department and School District are taking to maintain safe schools.

Mr. Greg Burns, the Safety, Risk & Security Manager with the Monroe School District gave Council an update on current initiatives including: a grant application for capital improvements for security; first aid kits for classrooms; discussions with the Sheriff's office regarding SRO's in county schools; and security officers/volunteers at the middle school. Mr. Burns reviewed the District's threat assessment team process.

Discussion ensued throughout the presentation regarding an interest in additional metrics and data related to school violence; and funding to provide SRO's in schools outside the city limits.

RECESS

At 7:25 p.m. the Council recessed for five minutes to address technical difficulties with the audio recording software.

RECONVENE TO REGULAR SESSION

At 7:30 p.m. the meeting reconvened to regular session.

DISCUSSION ITEMS CONTINUED

2. AB19-240: Code Enforcement Update

Ms. Amy Bright, Associate Planner, and Mr. Stacy Criswell, Building Official, led a PowerPoint presentation highlighting the following:

- Previous short and long-term recommendations
- Municipal code updates
- Staffing levels
- Best practices
- Possible software solutions
- Lean process
- Enforcement options
- Ongoing compliance

Ms. Knight reviewed the Lean charter document. Mr. Ben Swanson, Community Development Director, gave an overview of the Lean process, benefits, goals, next steps, and Lean training for staff from Public Works, Police, the Fire District, and Community Development. Lean training was facilitated by the Office of the Washington State Auditor's Center for Government Innovation.

3. AB19-241: 2018-2019 Comprehensive Plan Docket

Mr. Swanson provided background information on AB19-241 and reviewed amendment applications received by the city. Mr. Swanson noted the Planning Commission's role and upcoming recommendations based on the criteria outlined in the municipal code.

Council engaged in discussion. This item will come back to the Council at a meeting in January.

4. AB19-242: Homelessness Policy Advisory Committee (HPAC) Update

Ms. Knight provided background information on AB19-242 and led a PowerPoint presentation highlighting the following:

- Homelessness in Monroe
- Creation of the HPAC Committee
- HPAC goals
- Committee work & assignments

- Underlying causes of homelessness
- Committee discoveries
- Considerations & possible solutions
- Current and potential partners
- Support services
- Public safety
- Policy & budget
- HPAC draft recommendations
- Next steps

Council engaged in discussion with emphasis on the topic of coordinated housing solutions in the Sky Valley area.

EXECUTIVE SESSION

1. To Discuss Collective Bargaining Pursuant to RCW 42.30.141(4)(a)

Mayor Thomas noted the need for an executive session for approximately five minutes to discuss Collective Bargaining [RCW 42.30.140(4)(a)]; and read the appropriate citation into the record.

The meeting recessed into executive session at 9:15 p.m.; was extended for an additional 10 minutes; and reconvened at 9:30 p.m.

ADJOURNMENT

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

MEETING ADJOURNED: 9:32 p.m.

Geoffrey Thomas, Mayor

Gina Pfister, Clerical Specialist

CALL TO ORDER, ROLL CALL, AND PLEDGE

The December 3, 2019, Regular Study Session of the Monroe City Council was called to order by Mayor Thomas at 7 p.m.; Monroe City Hall, Council Chambers.

Councilmembers present: Cudaback, Hanford, Rasmussen, Davis, Kamp, and Gamble

Staff members present: Pfister, Knight, Farrell, Feilberg, Jolley, and Roberts

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

The Pledge of Allegiance was led by Councilmember Kamp.

SPECIAL ORDERS OF THE DAY

1. Recognition of Service: Councilmember Jim Kamp

Mayor Thomas recognized Councilmember Kamp for his years of service on the Planning Commission and City Council, and wished him well in his future endeavors. Council thanked Councilmember Kamp for his dedication and commitment to the City. Snohomish County Councilmember Sam Low thanked Councilmember Kamp for his hard work, and looks forward to having him on the County Planning Commission.

Mayor Thomas presented Councilmember Kamp with a plaque recognizing his service. Councilmember Kamp provided farewell remarks.

ANNOUNCEMENTS/PRESENTATION

1. AB19-243: Presentation: Snohomish County Councilmember Sam Low, Support of Felony Drug Charges

Snohomish County Councilmember Sam Low thanked Council for their letter in support of the Innovative Justice Initiative.

Councilmember Low reviewed/reported on projects, partnerships, and collaborations with the City over the last couple of years; and future projects. Councilmember Low thanked Council for their leadership and support. Council thanked Councilmember Low for his communication and service.

Mayor Thomas expressed his gratitude for working with and supporting the City; and presented Councilmember Low with a Mayor's Coin.

2. AB19-244: Presentation: Masonic Lodge Art Donation

Mr. Mike Farrell, Parks & Recreation Director, provided background information on AB19-244 and the City's Donation Acceptance Policy.

Mr. Farrell introduced Mr. Larry Foley and Mr. Andre DeWald from the Sultan-Monroe Masonic Lodge. Mr. Foley and Mr. DeWald presented the Council with a framed reproduction print of the Lansdowne painting of President George Washington; and gave a brief history of the painting.

PUBLIC COMMENTS

There were no persons present wishing to speak during Public Comments.

COUNCILMEMBER REPORTS

Councilmember Hanford reported on his time with Congresswoman DelBene on Small Business Saturday.

Councilmember Hanford reported that he attended the Tree Lighting Event on Saturday.

Councilmember Gamble reported that he was unable to attend the Tree Lighting Event; and is looking forward to the sculpture reveal event next weekend.

STAFF/DEPARTMENT REPORTS – NONE

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update

Ms. Deborah Knight, City Administrator, commented on the upcoming court assessment proposal interviews, and that the contract and ILA will be presented to Council in January.

Ms. Knight commented on the upcoming judicial candidates, and that the contract will be presented to Council in January.

2. Mayor's Update

Mayor Thomas reported on the following topics: upcoming court assessment interviews, the upcoming sculpture reveal event, and the Light Up Monroe event; Mayor Thomas thanked staff and the Monroe Chamber of Commerce for their work on the event.

DISCUSSION ITEMS

1. AB19-245: Monroe Municipal Campus – Updated Facilities Assessment Report

Mr. Jakeh Roberts, Deputy Public Works Director, provided background information on AB19-245 and reviewed the facilities assessment report and subsequent conceptual plans and cost estimate options. Mr. Roberts highlighted key decision points associated with the three plan options.

Mr. Roberts facilitated a discussion with Council related to the following topics: competing resources, existing code deficiencies and operating issues, potential funding opportunities, and the municipal campus project charter.

Consensus of the Council was to have the City Council Finance Committee further explore option no. 1 and option no. 2 and bring back a project funding strategy recommendation in early 2020.

2. AB19-246: Arrivalist Data Monroe September 2018 - August 2019

Ms. Knight provided background information on AB19-246 and explained how the data for the Skykomish/Snohomish valley and the City of Monroe, provided by Arrivalist, is collected and used.

Ms. Knight led Council through a PowerPoint presentation detailing the Snohomish County Tourism Bureau's regional brand strategy; identified the four distinct regions included; and provided an overview of regional visitation to Snohomish County and each region. Ms. Knight reviewed the Monroe yearly visitor profile and key findings, current and potential geo-fenced points of interest (POI), and explained the partnership opportunity with Snohomish County to receive additional Arrivalist data.

Discussion ensued regarding the correlation of Arrivalist data and the tourism and marketing portion of the city's economic development strategy; and additional geo-fenced areas in the City. This item will be brought back to Council in early 2020.

EXECUTIVE SESSION - NONE

ADJOURNMENT

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

MEETING ADJOURNED: 8:32 p.m.

Geoffrey Thomas, Mayor

Gina Pfister, Clerical Specialist

CALL TO ORDER, ROLL CALL, AND PLEDGE

The December 10, 2019, Regular Business Meeting of the Monroe City Council was called to order by Mayor Thomas at 7:00 p.m.; Monroe City Hall, Council Chambers.

Councilmembers present: Scarboro, Hanford, Rasmussen, and Davis

Staff members present: Pfister, Farrell, Feilberg, Hasart, Swanson, Jolley, Knight, Restall, Roberts, and Warthan; and City Attorney Lell.

Mayor Thomas noted, without objection, the excused absence of Councilmember Gamble and Councilmember Kamp. No objections were noted. Mayor Thomas noted that Councilmember Cudaback would be arriving late¹.

The Pledge of Allegiance was led by the Honorable Judge Mara J. Rozzano.

SPECIAL ORDERS OF THE DAY

1. AB19-247: Recognition of Service: The Honorable Judge Mara J. Rozzano

Mayor Thomas thanked Judge Rozzano for her passion and service to the City and residents of Monroe. Judge Rozzano thanked the Mayor and Council for their support and shared stories of success from her time as the City's Municipal Court Judge. Mayor Thomas and the Council presented Judge Rozzano with a certificate of appreciation.

2. AB19-248: Elected Officials Swearing-In Ceremony

Mayor Thomas reviewed RCW 29A.60.280(3), local elected officials commencement of term of office; and the certified election results.

Mayor Thomas administered the Oath of Office for Councilmember Ed Davis.

Mayor Thomas administered the Oath of Office for Councilmember Heather Rousey.

Mayor Thomas noted that Councilmember Gamble was unable to attend the meeting and will be sworn in at the first available meeting in January, before participating in City business.

ANNOUNCEMENTS/PRESENTATIONS

1. AB19-249: Confirmation of Board and Commission Appointments

Mayor Thomas provided background information on AB19-249 and reviewed the advertising period and interview process for Board and Commission appointments.

¹ Clerk's Note: Councilmember Cudaback did not arrive before the meeting was adjourned.

Councilmember Rasmussen moved to confirm the Mayor's reappointment of Mr. Kyle Fischer and Ms. Bridgette Tuttle to the Planning Commission; the motion was seconded by Councilmember Davis. On vote,

Motion carried (4-0).

Councilmember Davis moved to confirm the Mayor's appointment of Mr. Keith Dahlenburg to the Parks Board; Ms. Dionne Miller to the Planning Commission; and Ms. Elizabeth Nugent to the Economic Development Advisory Board; the motion was seconded by Councilmember Scarboro. On vote,

Motion carried (4-0).

Mayor Thomas administered the Oath of Office to Mr. Keith Dahlenburg, Mr. Kyle Fischer, Ms. Bridgett Tuttle, and Ms. Dionne Miller. Mayor Thomas noted that Ms. Elizabeth Nugent was unable to attend the meeting and will be sworn-in at a later date.

PUBLIC COMMENTS

Ms. Tami Kinney, from the Monroe Historical Society, provided Council with a handout of The Buck Houses, located at 143 and 135 Ann Street, and explained that the historic homes are being offered at no cost to anyone who can have them removed from the property at their own expense. A copy of the handout was given to the Interim City Clerk to be entered into the record.

CONSENT AGENDA

1. Approval of the Minutes: November 12, 2019, Business Meeting
2. Approval of AP Checks and ACH Payments
3. Approval of Payroll Warrants and ACH Payments
4. AB19-250: Building Review and Inspection Services Agreement with West Coast Code Consultants, Inc. (*B. Swanson*)
5. AB19-251: Ordinance 024/2019 HB 1406, Affordable Housing, Final Reading (*D. Knight*)
6. AB19-252: Ordinance 025/2019 Amend MMC 13.04.060, Water Regulations, Rates, and Charges; Connection Specifications, Final Reading (*J. Roberts*)
7. AB19-253: ROW Acquisition Documentation for Chain Lake Road Phase 2A (*B. Feilberg*)
8. AB19-254: Contract Award for the Monroe Boys & Girls Club Archeological Investigation – ECEAP Grant (*J. Roberts*)
9. AB19-255: Traffic Safety Agreement with Target Zero Taskforce (*J. Jolley*)
10. AB19-256: Public Defense Improvement Grant Funds (*D. Knight*)
11. AB19-257: S. Taft Utility Replacement Project – Release Retainage (*B. Feilberg*)

12. AB19-258: Sewer Easement Covenant Agreement (*B. Feilberg*)
13. AB19-259: Department of Ecology Water Stormwater Capacity Reimbursement Grant (*J. Roberts*)

Mayor Thomas pulled Item No. 8 (*AB19-254: Contract Award for the Monroe Boys & Girls Club Archeological Investigation – ECEAP Grant*) from the consent agenda due to Councilmember Rasmussen’s involvement with the Boys & Girls Club. Mayor Thomas noted that Item No. 8 will be moved to Final Action.

Councilmember Hanford moved to approve Item No. 1 through Item No. 7 and Item No. 9 through item No. 13 of the Consent Agenda; the motion was seconded by Councilmember Scarboro. On vote,

Motion carried (4-0).

NEW BUSINESS

1. AB19-260: Vision 2050 Contract Award

Ms. Deborah Knight, City Administrator, provided background information on AB19-260; the proposals received; and the upcoming community driven visioning process.

Council engaged in discussion regarding the timeline of the new mission and vision. Ms. Knight noted the mission and vision should be updated by the end of 2020.

Councilmember Davis moved to authorize the Mayor to sign the Consultant Agreement with Envirolssues, Inc. not to exceed \$90,500 to execute a collaborative visioning process; and expressly authorize further minor revisions to the extent deemed necessary or appropriate. On vote,

Motion carried (4-0)

2. AB19-261: Collective Bargaining Agreement Teamsters Local 763

Mr. Ben Warthan, Human Resources Director, provided background information on AB19-261 and reviewed the bargaining process and updates to the Agreement. Mr. Warthan provided Council with copies of the Agreement that was not available when the agenda materials were originally published.

Councilmember Rasmussen moved to authorize the Mayor to sign the Collective Bargaining Agreement with the Teamsters Local Number 763 representing the supervisory employees; the motion was seconded by Councilmember Hanford. On vote,

Motion carried (4-0).

3. AB19-262: Non-Represented Vacation Schedule

Mr. Ben Warthan provided background information on AB19-262 and explained the differences identified during the compensation study.

Councilmember Rasmussen moved to authorize the new vacation accrual and vacation carry over amount and amendment to the City Handbook thereto, as presented; the motion was seconded by Councilmember Scarboro. On vote,

Motion carried (4-0).

FINAL ACTION

Consensus of the Council was to hear the following items in the updated order below.

1. AB19-264: 2020 Legislative Priorities

Ms. Knight provided background information on AB19-264; gave an overview of the proposed 2020 legislative priorities; and noted the Council Legislative Affairs Committee recommendation to bring the proposed priorities to the Council for approval.

Councilmember Rasmussen moved to approve the City of Monroe 2020 Legislative Priorities, as presented; the motion was seconded by Councilmember Davis. On vote,

Motion carried (4-0).

2. AB19-254: Contract Award for the Monroe Boys & Girls Club Archeological Investigation – ECEAP Grant (*Originally from Consent Agenda, Item No. 8*)

Councilmember Rasmussen read a statement recusing himself from this portion of the meeting due to conflict of interest; and left the Council Chambers at 7:51 p.m. Councilmember Rasmussen was absent from the Council Chambers for the presentation and vote on AB19-254. City Attorney Zach Lell noted a vote of the three remaining Councilmembers would be sufficient.

Mr. Jakeh Roberts, Deputy Public Works Director, provided background on AB19-254 and briefed Council on the cultural resources assessment.

Councilmember Hanford moved to authorize the Mayor to sign an agreement with Equinox Research and Consulting International in an amount not to exceed \$3,000; and expressly authorize further minor revisions as deemed necessary or appropriate. On vote,

Motion carried (3-0).

Councilmember Rasmussen returned to the Council Chambers at 7:53 p.m.

Consensus of the Council was to move Final Action Item No. 3, AB19-263: Ordinance to Adopt the 2018-2019 Comprehensive Plan Docket after Staff Reports to allow time for Councilmember Cudaback to arrive².

COUNCILMEMBER REPORTS

Councilmember Scarboro commented on the Sculpture Reveal event on December 7.

Councilmember Hanford also commented on the Sculpture Reveal event.

Councilmember Rasmussen commented on the following: Sculpture Reveal event; production of Elf at Monroe High School; the Annual Lip Sync Battle at Wagner Performing Arts Center on January 25; the Annual Chili Cook-off at Monroe Community Senior Center on January 28; and wished everyone a happy holiday and new year.

Councilmember Davis commented on his tenure as City Councilmember.

STAFF/DEPARTMENT REPORTS

1. Economic Development

Ms. Knight noted the report included in the meeting materials and provided an update on the following topics: increase in retail and commercial business in downtown from the industrial area; shortage of industrial land; strong growth in tenant improvements; and noted very few remaining vacancies – indicative of the current economic climate.

2. Finance

Ms. Becky Hasart, Finance Director, noted the report included in the meeting materials and noted that the November report will be emailed to the Council once complete. Ms. Hasart noted the City is in a good financial position and no budget amendments are necessary.

3. Human Resources & Information Technology

Mr. Warthan provided an update on the City's three open positions; and noted that the Building Official salary may need to be increased to attract candidates.

4. Parks & Recreation

Mr. Mike Farrell, Parks & Recreation Director, noted the report included in the meeting materials and provided an update on the following topics:

- LED light change-over at Lewis Street Park & Lake Tye Park
- Phase one of the E Main Street Project and future gateway sign

² Clerk's Note: Councilmember Cudaback did not arrive before the meeting was adjourned.

- Purchase of a plaque for the Guardian of the Mountain Pass sculpture to include the artists names, what the sculpture represents, and the funding source
- Downtown planter cleanup
- Unmarked trail inspections
- 2019 Food Bank Garden Annual Report

5. Police Department

Police Chief Jolley noted the report included in the meeting materials and provided an update on the following topics:

- Significant cases
- Department statistics
- Incident heat map
- Community outreach
- Community events
- Shop with a Cop event

Discussion ensued regarding community outreach.

6. Public Works

Mr. Brad Feilberg, Public Works Director, noted the report included in the meeting materials and commented on the street cleaning of falling leaves and positive citizen feedback.

7. Community Development

Mr. Ben Swanson, Community Development Director, provided copies of, and reviewed his monthly report to Council. Discussion ensued regarding the Eastside Masonry demolition and property.

At 8:20 p.m. Mayor Thomas noted that he would be leaving within the next five minutes to give a brief speech at the Citizen's Academy Graduation³.

FINAL ACTION CONTINUED

1. AB19-263: Ordinance to Adopt the 2018-2019 Comprehensive Plan Docket

Mr. Swanson provided updated copies of AB19-263 (attached to online agenda on December 11, 2019) to the Council and reviewed the annual docket process and comprehensive plan amendment procedures; reviewed the proposal descriptions; and reviewed the proposed ordinances.

General discussion ensued throughout the presentation regarding the materials presented, proposals, and Planning Commission recommendations.

³ Clerk's Note: Mayor Thomas left the Council Chambers at 8:22 p.m. and returned at 8:34 p.m.

Councilmember Hanford moved to continue the discussion at the next scheduled business meeting in January; the motion was seconded by Councilmember Rasmussen. On vote,

Motion carried (4-0).

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update

Ms. Knight commented/reported on the following items:

- Cancellation of the January 28, 2020 Council meeting
- AWC City Action Days
- Monroe This Week – new format
- New website pop-up for newsletter sign-up
- Council headshots and group photo immediately prior to the January 14 meeting
- Upcoming meetings schedule
- ECPRD bond alternatives

Ms. Hasart noted that the Council Finance Committee would like to meet in January.

2. Mayor's Update/Monroe This Week (*December 6, 2019, Edition No. 43*)

Mayor Thomas noted the Monroe This Week included in the meeting materials; and commented/reported on the following items:

- Guardian of the Mountain Pass Sculpture
- Pearl Harbor Remembrance event in Sultan
- Upcoming Municipal Judge interviews
- Upcoming vacation schedule
- Thanked Council and staff for their hard work in 2019

EXECUTIVE SESSION

1. To discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i)
10 minutes
2. To discuss with legal counsel actual litigation pursuant to RCW 42.30.110(1)(i)
10 minutes

Mayor Thomas noted the need for an executive session for approximately fifteen minutes total to discuss potential litigation [RCW 42.30.110(1)(i)] and to discuss actual litigation [RCW 42.30.110(1)(i)]; City Attorney Lell read the appropriate citations into the record.

The meeting recessed into executive session at 8:48 p.m.; was extended for an additional fourteen minutes; and reconvened at 9:17 p.m. No action was taken.

ADJOURNMENT

The meeting reconvened to regular session at 9:18 p.m. There being no further business, the motion was made by Councilmember Rasmussen and seconded by Councilmember Scarboro to adjourn the meeting. On vote,

Motion carried (4-0).

MEETING ADJOURNED: 9:19 p.m.

Geoffrey Thomas, Mayor

Gina Pfister, Clerical Specialist

ROUTING SLIP - CHECK APPROVAL

Council Date: 1/14/2020

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

				<u>Check Numbers</u>
Date:	<u>12/6/19</u>	Amount	\$ 125,000.00	90686
Date:	<u>12/6/19</u>	Amount	\$ 560,236.80	90687
Date:	<u>12/12/19</u>	Amount	\$ 210,183.35	90688-90697
Date:	<u>12/18/19</u>	Amount	\$ 13,609.38	90699-90706
Date:	<u>12/24/19</u>	Amount	\$ 427.21	90707-90710
Date:	<u>12/27/19</u>	Amount	\$ 103,763.64	90711-90725
Date:	<u>12/30/19</u>	Amount	\$ 69,469.44	90726-90745
Date:	<u>12/31/19</u>	Amount	\$ 272,565.34	90746-90763
Date:	<u>12/31/19</u>	Amount	\$ 2,131.23	90764-90766
Date:	<u>12/31/19</u>	Amount	\$ 61.87	90767

Check Total: 1,357,448.26

Date:	<u>12/10/19</u>	\$ 2,332.15	ACH
Date:	<u>12/18/20</u>	\$ 9,069.51	PUD
Date:	<u>12/23/19</u>	\$ 83,213.58	ACH
Date:	<u>12/31/19</u>	\$ 181,031.33	ACH
Date:	<u>12/31/19</u>	\$ 20,095.52	ACH
Date:	<u>12/31/19</u>	\$ 11,550.23	ACH

Electronic Total: 307,292.32

Total Claims This Period: 1,664,740.58

Committed Checks Voided

90698 \$70.29

rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against (city/county/district), and that I am authorized to authenticate and certify to said claim.

Signed _____ Date: _____
Finance Director

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 01/09/2020 - 11:27AM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
90686	12/6/2019	Barnard & Searing PLLC Trust Account	AP		125,000.00
90687	12/9/2019	Bank of America NA	AP		560,236.80
90688	12/12/2019	Nicholas Cain	AP		162.98
90689	12/12/2019	Columbia Ford Inc	AP		110,825.99
90690	12/12/2019	James & Anica Faucett	AP		26.11
90691	12/12/2019	First American Title Insurance Company	AP		92,563.78
90692	12/12/2019	Krysten Grewhol	AP		162.98
90693	12/12/2019	Ryan & Eva Griffith	AP		172.69
90694	12/12/2019	Douglas & Jill Hicks	AP		297.90
90695	12/12/2019	HP Washington I LLC	AP		279.92
90696	12/12/2019	Monroe School District	AP		5,498.00
90697	12/12/2019	Dan Salmonsens	AP		193.00
90699	12/18/2019	Matt & Paula Alice	AP		54.14
90700	12/18/2019	Nancy Bannerman	AP		31.50
90701	12/18/2019	D&G	AP		169.77
90702	12/18/2019	Douglas & Jill Hicks	AP		153.51
90703	12/18/2019	Langus Homes LLC	AP		7.49
90704	12/18/2019	Langus Homes LLC	AP		116.63
90705	12/18/2019	Langus Homes LLC	AP		76.34
90706	12/18/2019	Monroe Law Group	AP		13,000.00
90707	12/24/2019	Thomas Borland	AP		192.07
90708	12/24/2019	Brenda Fullerton	AP		5.00
90709	12/24/2019	Bradley O & Erin Luton	AP		33.84
90710	12/24/2019	Robert & Eadye Martinson	AP		196.30
90711	12/27/2019	Chris Albers	AP		250.66
90712	12/27/2019	AmTest Inc.	AP		423.50
90713	12/27/2019	Cadman Inc.	AP		1,541.87
90714	12/27/2019	City of Monroe	AP		894.04
90715	12/27/2019	Columbia Ford Inc	AP		38,952.46
90716	12/27/2019	D&G Backhoe Inc	AP		18,649.71
90717	12/27/2019	Department of Transportation	AP		1,281.33
90718	12/27/2019	Element Masonry LLC	AP		300.00
90719	12/27/2019	FCS Financial Consulting Solutions Grou	AP		4,860.00
90720	12/27/2019	Brian and Linda Grant	AP		18,600.00
90721	12/27/2019	Christopher Leif Griffen	AP		3,900.00
90722	12/27/2019	100504621 - Heritage Bank	AP		561.78
90723	12/27/2019	Jaime Rodriguez Cruz	AP		45.00
90724	12/27/2019	The BlueLine Group, LLC	AP		3,661.50
90725	12/27/2019	The Driftmier Architects, P.S.	AP		9,841.79
90726	12/30/2019	Fire Protection Inc.	AP		869.86
90727	12/30/2019	Hanson Homes	AP		3,350.00
90728	12/30/2019	HealthEquity Employer Services	AP		20.65
90729	12/30/2019	Judicial Dispute	AP		3,030.00
90730	12/30/2019	Kamins Construction	AP		463.00
90731	12/30/2019	Micro Precision Calibration Inc	AP		174.00
90732	12/30/2019	Mister T's Trophies	AP		77.83

90733	12/30/2019	Monroe School District	AP	2,749.00
90734	12/30/2019	Pacific Air Control Inc	AP	188.00
90735	12/30/2019	Ginny Read	AP	63.49
90736	12/30/2019	Snohomish County Cities	AP	200.00
90737	12/30/2019	Snohomish County Sheriff's Office	AP	980.04
90738	12/30/2019	Snohomish County Treasurer	AP	215.45
90739	12/30/2019	Springbrook National User Group	AP	175.00
90740	12/30/2019	State Treasurer's Office	AP	15,397.89
90741	12/30/2019	Tenelco Inc.	AP	14,639.50
90742	12/30/2019	The Clean Tank	AP	4,699.90
90743	12/30/2019	US Bank NA-Custody Treasury Div-Mon	AP	46.00
90744	12/30/2019	YMCA of Snohomish County	AP	21,430.00
90745	12/30/2019	Zumar Industries Inc	AP	699.83
90746	12/31/2019	AAA Monroe Rock Corp.	AP	427.65
90747	12/31/2019	Chip George, Inc Anaconda Networks, In	AP	1,541.81
90748	12/31/2019	Columbia Ford Inc	AP	149,917.20
90749	12/31/2019	Larry Crosby	AP	135.50
90750	12/31/2019	Equinox Research & Consulting Internati	AP	2,284.37
90751	12/31/2019	First American Title Insurance Company	AP	263.52
90752	12/31/2019	Flowpoint Environmental Systems	AP	500.00
90753	12/31/2019	IDEXX Distribution Corp Inc	AP	175.79
90754	12/31/2019	Robert Jones	AP	233.59
90755	12/31/2019	Kennedy/Jenks Consultants, Inc	AP	39,332.75
90756	12/31/2019	Peter Whiteo Miloart, Inc	AP	6,666.67
90757	12/31/2019	Murraysmith, Inc	AP	38,131.95
90758	12/31/2019	NI Government Services Inc	AP	73.73
90759	12/31/2019	Public Safety Selection, PC Public Safety	AP	7,540.60
90760	12/31/2019	Snohomish County Human Services Dept	AP	17,437.23
90761	12/31/2019	Sonsray Machinery, LLC	AP	302.98
90762	12/31/2019	Sound Employment Solutions, LLC	AP	7,500.00
90763	12/31/2019	WSCPA	AP	100.00
90764	12/31/2019	Paul Lung	AP	1,831.24
90765	12/31/2019	Snohomish County Treasurer	AP	8.42
90766	12/31/2019	Snohomish County Treasurer	AP	291.57
90767	12/31/2019	Snohomish County Treasurer	AP	61.87

Total Check Count: 81

Total Check Amount: 1,357,448.26

Bank Reconciliation

Checks by Date

User: Cheri
 Printed: 01/09/2020 - 11:27AM
 Cleared and Not Cleared Checks



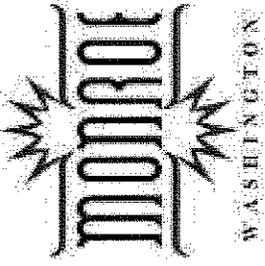
Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	12/10/2019	Lowe's Home Centers Inc	AP	12/10/2019	2,332.15
0	12/18/2019	PUD	AP	12/18/2019	9,069.51
0	12/19/2019	ISOsource	AP	12/19/2019	4,488.64
0	12/19/2019	KPG Interdisciplinary Design	AP	12/19/2019	3,992.06
0	12/19/2019	AFTS	AP	12/19/2019	2,028.00
0	12/19/2019	Allstream Business US Inc	AP	12/19/2019	1,907.43
0	12/19/2019	Associated Petroleum Products Inc	AP	12/19/2019	4,955.03
0	12/19/2019	Central Welding Supply Co Inc.	AP	12/19/2019	17.98
0	12/19/2019	Dept. 400 Contract Land Staff LLC	AP	12/19/2019	77.50
0	12/19/2019	Department of Ecology	AP	12/19/2019	1,637.94
0	12/19/2019	Enviroissues Inc	AP	12/19/2019	2,277.63
0	12/19/2019	Exeltech Consulting	AP	12/19/2019	1,791.00
0	12/19/2019	Fisher Scientific Company LLC	AP	12/19/2019	208.32
0	12/19/2019	Granich Engineered Products Inc	AP	12/19/2019	1,495.01
0	12/19/2019	IER Environmental Services Inc	AP	12/19/2019	1,233.95
0	12/19/2019	NorthStar Chemical Inc.	AP	12/19/2019	729.58
0	12/19/2019	Ricoh USA Inc	AP	12/19/2019	2,434.57
0	12/19/2019	Robinson and Noble Inc	AP	12/19/2019	354.45
0	12/19/2019	Ryatt Construction	AP	12/19/2019	19,598.36
0	12/19/2019	Smarsh Inc	AP	12/19/2019	1,186.93
0	12/19/2019	SoftwareOne	AP	12/19/2019	679.52
0	12/19/2019	State Auditor's Office	AP	12/19/2019	2,263.28
0	12/19/2019	S360 Strategies 360, Inc	AP	12/19/2019	4,785.03
0	12/19/2019	StreetScan, Inc.	AP	12/19/2019	15,250.00
0	12/19/2019	Universal Field Services Inc	AP	12/19/2019	9,360.18
0	12/19/2019	Comcate Software Inc	AP	12/19/2019	461.19
0	12/23/2019	SRV Construction Inc	AP	12/23/2019	11,550.23
0	12/31/2019	Bill Abell	AP	12/31/2019	135.50
0	12/31/2019	AFTS	AP	12/31/2019	3,726.67
0	12/31/2019	Associated Petroleum Products Inc	AP	12/31/2019	6,005.33
0	12/31/2019	City of Everett- Everett Utilities	AP	12/31/2019	110,990.84
0	12/31/2019	Enviroissues Inc	AP	12/31/2019	2,503.31
0	12/31/2019	Ferguson Enterprises Inc	AP	12/31/2019	3,626.05
0	12/31/2019	H.B. Jaeger Company LLC	AP	12/31/2019	1,850.13
0	12/31/2019	Inland Environmental Resources Inc	AP	12/31/2019	9,417.29
0	12/31/2019	John Rongerude PS	AP	12/31/2019	900.00
0	12/31/2019	Monroe Chamber of Commerce	AP	12/31/2019	10,797.59
0	12/31/2019	Monroe Community Senior Center	AP	12/31/2019	1,250.00
0	12/31/2019	Ogden Murphy Wallace PLLC	AP	12/31/2019	28,168.47
0	12/31/2019	Robinson and Noble Inc	AP	12/31/2019	1,524.65
0	12/31/2019	Mark Wakefield	AP	12/31/2019	135.50
0	1/6/2020	Accela Inc #774375	AP	1/6/2020	2,028.00
0	1/6/2020	Action Cleaning Services Inc	AP	1/6/2020	3,067.52
0	1/6/2020	Zachor & Thomas Inc. P.S.	AP	1/6/2020	15,000.00

Total Check Count: 44
 Total Check Amount: 307,292.32

Bank Reconciliation

Disbursement Detail

User: Cheri
 Printed: 01/09/2020 - 12:28PM
 Date Range: 12/06/2019 - 12/31/2019
 Systems: (All)



Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	12/19/2019	Envirossues Inc	Progress Rept for Annexation Payers 10/28 - 11/30/19	2,277.63
0	12/31/2019	Envirossues Inc	Progress report for Homelessness Communications Plan Nov	2,503.31
0	12/31/2019	John Rongerude PS	Professional Services December 2019	900.00
0	12/31/2019	Monroe Community Senior Center	Senior Transportation Plan	1,250.00
0	12/31/2019	Ogden Murphy Wallace PLLC	Professional services November 2019	28,168.47
0	12/19/2019	State Auditor's Office	Accountability Audit	2,263.28
0	12/31/2019	Bill Abell	W Abell supplemental insurance	135.50
0	12/31/2019	Mark Wakefield	M Wakefield supplemental insur	135.50
0	12/19/2019	S360 Strategies 360, Inc	Professional Services for November 2019	4,785.03
0	01/06/2020	Zachor & Thomas Inc. P. S.	Prosecuting Attorney Fees	15,000.00
90706	12/18/2019	Monroe Law Group	Public Defense Services for November 2019	13,000.00
90719	12/27/2019	FCS Financial Consulting Solutions Grot	Professional services rendered to 12/13/19	4,860.00
90721	12/27/2019	Christopher Leif Griffen	Conflict Appts. for November 2019	3,900.00
90723	12/27/2019	Jaime Rodriguez Cruz	Refund Jaime Rodriguez Cruz - Out of City Limits	45.00
90728	12/30/2019	HealthEquity Employer Services	HSA monthly payment	20.65
90729	12/30/2019	Judicial Dispute	Judicial Dispute Resolution	3,030.00
90732	12/30/2019	Mister T's Trophies	Councilmember Kamp Recognition Award	77.83
90736	12/30/2019	Snohomish County Cities	Dues for 2020 Deborah Night	200.00
90737	12/30/2019	Snohomish County Sheriff's Office	Medical October 2019	980.04
90743	12/30/2019	US Bank NA-Custody Treasury Div-Mo	custody charges-monthly maint	46.00
90744	12/30/2019	YMCA of Snohomish County	City Pool memberships July - October 2019	21,430.00
90745	12/30/2019	Zumar Industries Inc	Park Signs	699.83
90747	12/31/2019	Chip George, Inc Anaconda Networks,	In Antenna, warranty and labor	385.45
90749	12/31/2019	Larry Crosby	Crosby supplemental insurance	135.50
90756	12/31/2019	Peter Whiteo Miloart, Inc	Downtown Sculpture	6,666.67
90758	12/31/2019	NI Government Services Inc	satellite phone	18.43
90759	12/31/2019	Public Safety Selection, PC Public Safety	Sergeant Promotion Assessment Center	7,540.60
90760	12/31/2019	Snohomish County Human Services Dep	Embedded Social Worker	17,437.23
90762	12/31/2019	Sound Employment Solutions, LLC	Facilitation of HPAC - 2019 - Partial	7,500.00
90763	12/31/2019	WSCP	Property Evidence Training	100.00

Total for Fund:001 General Fund 145,491.95

Check#	Check Date	Payable To	Purpose	Amount
Fund: 008 Donation Fund				
90711	12/27/2019	Chris Albers	JVM Memorial Garden Reimbursement	250.66
90735	12/30/2019	Ginny Read	Reimbursement for JVM Memorial fund	63.49
			Total for Fund:008 Donation Fund	314.15
Fund: 105 Streets				
	0 12/10/2019	Lowe's Home Centers Inc	Lowe's October invoices	534.30
	90746	AAA Monroe Rock Corp.	AA WET 2	427.65
			Total for Fund:105 Streets	961.95
Fund: 109 Tourism				
	0 12/31/2019	Monroe Chamber of Commerce	VIC - Sept 2019	10,797.59
			Total for Fund:109 Tourism	10,797.59
Fund: 317 Parks CIP Fund				
	0 12/10/2019	Lowe's Home Centers Inc	Lowe's October invoices	25.41
			Total for Fund:317 Parks CIP Fund	25.41
Fund: 318 Streets CIP Fund				
	0 12/19/2019	Exeltech Consulting	2019 Annual Rd Maintenance	1,651.47
	0 12/19/2019	KPG Interdisciplinary Design	2020 Annual Rd Maintenance	3,992.06
	0 12/31/2019	Robinson and Noble Inc	K/B Intersection	1,524.65
	0 12/19/2019	StreetScan, Inc.	Automated Pavement	15,250.00
	0 12/19/2019	Universal Field Services Inc	Chain Lake Rd 2a	9,360.18
	0 12/19/2019	Dept. 400 Contract Land Staff LLC	Oak St (Tjerne Phase III)	77.50
	90691	First American Title Insurance Company	Chain Lake Rd Phase 2a	92,563.78
	90713	Cadman Inc.	2019 Annual Rd Maintenance	221.87
	90717	Department of Transportation	179th/main signal	1,281.33
	90720	Brian and Linda Grant	Chain Lake Rd Phase 2a	18,600.00
	90724	The BlueLine Group, LLC	K/B Intersection	3,661.50
	90730	Kamins Construction	Kelsey/Blueberry Lane Improvements	463.00
	90751	First American Title Insurance Company	Chain Lake Rd 2a	263.52
	90765	Snohomish County Treasurer	Excise tax for Korslund Transacrction	8.42
	90767	Snohomish County Treasurer	Excise tax for Korslund Transacrction	61.87
			Total for Fund:318 Streets CIP Fund	148,981.15

Check#	Check Date	Payable To	Purpose	Amount
Fund: 411	Water Maintenance & Operations			
0	12/10/2019	Lowe's Home Centers Inc	Lowe's October invoices	48.24
0	12/19/2019	AFIS	Lockbox Charges	675.93
0	12/31/2019	AFIS	Printing Services - Delinquency Notices	1,242.10
0	12/31/2019	Ferguson Enterprises Inc	New Meters	3,626.05
0	12/31/2019	H.B. Jaeger Company LLC	New Meters	1,850.13
0	12/31/2019	City of Everett- Everett Utilities	water purchased for resale	110,990.84
0	01/06/2020	Accela Inc #774375	transactions	677.35
90687	12/09/2019	Bank of America NA	Water and Sewer	106,445.00
90688	12/12/2019	Nicholas Cain	Refund Check	30.68
90690	12/12/2019	James & Anica Faucett	Refund Check	8.98
90692	12/12/2019	Krysten Grewhol	Refund Check	30.68
90693	12/12/2019	Ryan & Eva Griffith	Refund Check	43.50
90694	12/12/2019	Douglas & Jill Hicks	Refund Check	129.03
90695	12/12/2019	HP Washington I LLC	Refund Check	94.98
90697	12/12/2019	Dan Salmonsens	Refund Check	36.36
90699	12/18/2019	Matt & Paula Alice	Refund Check	54.14
90700	12/18/2019	Nancy Bannerman	Refund Check	31.50
90701	12/18/2019	D&G	Refund Check	169.77
90702	12/18/2019	Douglas & Jill Hicks	Refund Check	66.49
90703	12/18/2019	Langus Homes LLC	Refund Check	7.49
90704	12/18/2019	Langus Homes LLC	Refund Check	116.63
90705	12/18/2019	Langus Homes LLC	Refund Check	76.34
90707	12/24/2019	Thomas Borland	Refund Check	73.31
90708	12/24/2019	Brenda Fullerton	Refund Check	5.00
90709	12/24/2019	Bradley O & Erin Luton	Refund Check	33.84
90710	12/24/2019	Robert & Eadye Martinson	Refund Check	41.06
90747	12/31/2019	Chip George, Inc Anaconda Networks, In	Antenna, warranty and labor	385.45
90752	12/31/2019	Flowpoint Environmental Systems	Water Plus License Upgrade	500.00
90753	12/31/2019	IDEXX Distribution Corp Inc	Water bottles	175.79
90754	12/31/2019	Robert Jones	Refund Check	38.18
90758	12/31/2019	NI Government Services Inc	satellite phone	18.43

227,723.27

Total for Fund:411 Water Maintenance & Operations

Check#	Check Date	Payable To	Purpose	Amount
Fund: 412 Water Capital Projects				
	0 12/19/2019	Exceltech Consulting	2019 Annual Rd Maintenance	139.53
	0 12/19/2019	Robinson and Noble Inc	Cascade View Dr Waterrmain	354.45
	0 12/23/2019	SRV Construction Inc	132nd st WM	11,550.23
	90713 12/27/2019	Cadman Inc.	2019 Annual Rd Maintenance	1,320.00
	90714 12/27/2019	City of Monroe	Retainage D&G Backhoe - 182nd Ave WM	894.04
	90716 12/27/2019	D&G Backhoe Inc	Cascade View DR WM	18,649.71
	90722 12/27/2019	100504621 - Heritage Bank	Heritage Bank Retainage SRV 132nd St WM	561.78
	90757 12/31/2019	Murraysmith, Inc	DOC #2	38,131.95

71,601.69

Total for Fund:412 Water Capital Projects

Check#	Check Date	Payable To	Purpose	Amount
Fund: 421 Sewer Maintenance & Operations				
	0 12/10/2019	Lowe's Home Centers Inc	Lowes October invoices	390.38
	0 12/19/2019	AFTS	Lockbox Charges	675.93
	0 12/31/2019	AFTS	Lockbox Charges	1,242.10
	0 12/19/2019	Department of Ecology	July 1, 2019- 12/31/19	1,637.94
	0 12/19/2019	Fisher Scientific Company LLC	Pipe and methanol	208.32
	0 12/19/2019	Granich Engineered Products Inc	PS Parts	1,495.01
	0 12/19/2019	IER Environmental Services Inc	Ploymer (55 gallon)	1,233.95
	0 12/31/2019	Inland Environmental Resources Inc	Magnesium Hydroxide	9,417.29
	0 12/19/2019	NorthStar Chemical Inc.	Sodium Hypochorite - 250 g	729.58
	0 01/06/2020	Accela Inc #774375	transactions	675.32
	90687 12/09/2019	Bank of America NA	Water and Sewer	453,791.80
	90688 12/12/2019	Nicholas Cain	Refund Check	116.72
	90690 12/12/2019	James & Anica Faucett	Refund Check	15.12
	90692 12/12/2019	Krysten Grewhol	Refund Check	116.72
	90693 12/12/2019	Ryan & Eva Griffith	Refund Check	113.99
	90694 12/12/2019	Douglas & Jill Hicks	Refund Check	149.02
	90695 12/12/2019	HP Washington I LLC	Refund Check	163.19
	90697 12/12/2019	Dan Salmonsens	Refund Check	138.22
	90702 12/18/2019	Douglas & Jill Hicks	Refund Check	76.79
	90707 12/24/2019	Thomas Borland	Refund Check	104.79
	90710 12/24/2019	Robert & Eadye Martinson	Refund Check	136.99
	90712 12/27/2019	AmTest Inc.	Testing	423.50
	90731 12/30/2019	Micro Precision Calibration Inc	Lab Calibrations	174.00
	90741 12/30/2019	Tenelco Inc.	Biosolids	14,639.50
	90747 12/31/2019	Chip George, Inc Anaconda Networks, In	Antenna, warranty and labor	385.46
	90754 12/31/2019	Robert Jones	Refund Check	173.81
	90758 12/31/2019	NI Government Services Inc	satellite phone	18.44
	90764 12/31/2019	Paul Lung	Refund Check	1,831.24

490,275.12

Total for Fund-421 Sewer Maintenance & Operations

Check#	Check Date	Payable To	Purpose	Amount
Fund: 422 Sewer Capital Projects				
90755	12/31/2019	Kennedy/Jenks Consultants, Inc	WWTP Engineering Report	39,332.75
			Total for Fund:422 Sewer Capital Projects	39,332.75
Fund: 431 Stormwater Maint & Operations				
	0 12/19/2019	AFTS	Lockbox Charges	676.14
	0 12/31/2019	AFTS	Lockbox Charges	1,242.47
	0 01/06/2020	Accela Inc #774375	transactions	675.33
90688	12/12/2019	Nicholas Cain	Refund Check	15.58
90690	12/12/2019	James & Anica Faucett	Refund Check	2.01
90692	12/12/2019	Krysten Grewhol	Refund Check	15.58
90693	12/12/2019	Ryan & Eva Griffith	Refund Check	15.20
90694	12/12/2019	Douglas & Jill Hicks	Refund Check	19.85
90695	12/12/2019	HP Washington I LLC	Refund Check	21.75
90697	12/12/2019	Dan Salmonsens	Refund Check	18.42
90702	12/18/2019	Douglas & Jill Hicks	Refund Check	10.23
90707	12/24/2019	Thomas Borland	Refund Check	13.97
90710	12/24/2019	Robert & Eadye Martinson	Refund Check	18.25
90747	12/31/2019	Chip George, Inc Anaconda Networks, In	Antenna, warranty and labor	385.45
90754	12/31/2019	Robert Jones	Refund Check	21.60
90758	12/31/2019	NI Government Services Inc	satellite phone	18.43
			Total for Fund:431 Stormwater Maint & Operations	3,170.26
Fund: 510 Information & Tech Services				
	0 12/19/2019	Allstream Business US Inc	Long Distance Charges	1,907.43
	0 12/19/2019	Comcate Software Inc	monthly maint-Monroe connection	461.19
	0 12/19/2019	ISOsource	Professional server monitor	4,488.64
	0 12/19/2019	Ricoh USA Inc	WWTP Ricoh copier lease MPC205	2,434.57
	0 12/19/2019	Smash Inc	Archive services	1,186.93
	0 12/19/2019	SoftwareOne	Windows 10 Professiona Upgrade license	679.52
90739	12/30/2019	Springbrook National User Group	Membership Renewal - Vicki Thayer, Becky Hasart and Kim I	175.00
			Total for Fund:510 Information & Tech Services	11,333.28
Fund: 520 Equipment & Fleet Management				
	0 12/10/2019	Lowe's Home Centers Inc	Lowe's October invoices	198.80
	0 12/19/2019	Associated Petroleum Products Inc	PW vehicle fuel	4,955.03
	0 12/31/2019	Associated Petroleum Products Inc	PW vehicle fuel	6,005.33
	0 12/19/2019	Central Welding Supply Co Inc.	Helium	17.98
90689	12/12/2019	Columbia Ford Inc	Ford F550 #HT02 tor replace FB05	110,825.99
90715	12/27/2019	Columbia Ford Inc	Ford K&A Police Utility AWD HEV P93	38,952.46
90742	12/30/2019	The Clean Tank	Police Dept. Clean Fuel tanks	4,699.90
90748	12/31/2019	Columbia Ford Inc	2019 Ford 4x4 Police Utility - P94	149,917.20
90761	12/31/2019	Sonsray Machinery, LLC	Labor and supplies	302.98
			Total for Fund:520 Equipment & Fleet Management	315,875.67

Check#	Check Date	Payable To	Purpose	Amount
Fund: 530 Facilities Management				
0	12/10/2019	Lowe's Home Centers Inc	Lowe's October invoices	1,135.02
0	12/18/2019	PUD	PUD - Street Lighting	9,069.51
0	01/06/2020	Action Cleaning Services Inc	ACTION CLEANING SERVICES - cus	3,067.52
90725	12/27/2019	The Driftmier Architects, P.S.	Facilities Report	9,841.79
90726	12/30/2019	Fire Protection Inc.	Public Works Monitoring	869.86
90734	12/30/2019	Pacific Air Control Inc	Servicing	188.00
90750	12/31/2019	Equinox Research & Consulting Internati	Archaeological Invert B&G ECEAP	2,284.37

Total for Fund:530 Facilities Management 26,456.07

Fund: 622 Risk Management Reserve
90686 12/06/2019

Barnard & Searing PLLC Trust Account Brenner Settlement 125,000.00

Total for Fund:622 Risk Management Reserve 125,000.00

Fund: 631 Agency Fund

0	12/19/2019	Ryatt Construction	Release retainage S Taft Utilities Replacement - Ryatt Constr.	19,598.36
90718	12/27/2019	Element Masonry LLC	Retainage Release - Element Masonry	300.00
90727	12/30/2019	Hanson Homes	Columbia Crossing - Release of Cash	3,350.00
90738	12/30/2019	Snohomish County Treasurer	Jurisdiction Billing November 2019	215.45
90740	12/30/2019	State Treasurer's Office	Jurisdiction billing November 2019	15,397.89
90766	12/31/2019	Snohomish County Treasurer	Crime Victims Compensation Revenue for October 2019	291.57

Total for Fund:631 Agency Fund 39,153.27

Fund: 636 School Mitigation Fees

90696	12/12/2019	Monroe School District	Mitigation fees from 11/20/19 - 12/3/19	5,498.00
90733	12/30/2019	Monroe School District	Mitigation fees Dec 4 - Dec 17, 2019	2,749.00

Total for Fund:636 School Mitigation Fees 8,247.00

Grand Total 1,664,740.58



MONROE CITY COUNCIL

Agenda Bill No. 20-007

SUBJECT:	<i>Authorize the Mayor to Sign a professional services contract with Anne Pflug the sole proprietor of The Other Company and Karen Reed of Karen Reed Consulting, LLC. not to exceed \$51,000 for a municipal court assessment.</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2019	Municipal Court	Deborah Knight	Deborah Knight	Consent Agenda #4

- Discussion:** 01/21/2020; 12/03/2019 and 10/01/2019 (Public Safety Committee)
- Attachments:**
1. *Contract for Services with Anne Pflug and Karen Reed*
 2. *RFP Response from The Other Company*
 3. *Request for Proposal for Court Assessment*

REQUESTED ACTION: *Authorize the Mayor to Sign a professional services contract with Anne Pflug the sole proprietor of the Other Company, and Karen Reed of Karen Reed Consulting, LLC. not to exceed \$51,000 for a municipal court assessment; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.*

POLICY CONSIDERATION

The City Council’s 2019 strategic plan included a place holder for a “Monroe Court Strategic Plan”. A court strategic plan begins with an assessment of court functions.

The Council Public Safety Committee reviewed the Request for Proposal on October 1, 2019 and the staff recommendation on December 3, 2019. Mayor Thomas and city staff received direction from the Public Safety Committee on December 3, 2019 to begin contract negotiations with the selected company to complete a court assessment.

The policy question for the city council is whether to amend the 2020 budget to award a professional services contract, not to exceed \$51,000, with Anne Pflug and Karen Reed to assess four service provision options for the Monroe Municipal Court: continuing to operate a Monroe Municipal Court; adding community court and/or probation services to the Monroe court; contracting with Snohomish County/Evergreen District Court; or expanding the Monroe Municipal Court to provide contract services to Lake Stevens and Sultan.

DESCRIPTION/BACKGROUND

The City of Monroe formed a municipal court in 2014 under Chapter 3.50 RCW. Monroe Municipal Court is a court of limited jurisdiction. The Municipal Court judge is authorized by Washington State statute to preside over criminal misdemeanors, gross misdemeanors, traffic infractions and other City of Monroe Code violations. The Court is in session on Tuesday, Wednesdays, and Fridays.

The court has been in operation for five years under Judge Mara Rozzano. Pam Haley has served as the Court Administrator along with a full time court clerk and two part-time security officers.



MONROE CITY COUNCIL

Agenda Bill No. 20-007

The city contracts for prosecution and public defense services. The city does not have a separate probation department. Probation is handled by the court administrator and Judge.

In 2018, the City of Monroe filed a total of 2,742 cases with Monroe Municipal Court, 2,033 civil infractions, 183 traffic misdemeanors, 451 non traffic misdemeanors, 1 civil protection order, and 74 parking infractions. In 2018 the Monroe Municipal Court Judge signed 111 search warrants.

Judge Rozzano resigned effective December 1, 2019. The city is interviewing to fill the position. The selected candidate is expected to be appointed by the Mayor in February.

In 2019, the cities of Lake Stevens and Sultan approached the City of Monroe about contracting with the city for court services. The City of Lake Stevens currently contracts with the Marysville Municipal Court. The City of Sultan receives services from the East County District Court in Monroe. Both agencies would like increased levels of service

The change in court leadership and interest from Lake Stevens and Sultan in contracting with the City of Monroe for court services provides an opportunity to evaluate program strategies to improve existing court outcomes and alternative service provision models available to the parties for adult infraction and misdemeanor court and probation services.

In October of 2019, the City of Monroe issued a Request for Proposal (RFP) for a court assessment (Attachment 2). The city received three proposals.

A team representing Monroe, Lake Stevens and Sultan interviewed all three proposers and recommends retaining Anne Pflug the sole proprietor of the Other Company and Karen Reed of Karen Reed Consulting, LLC.

Ms. Pflug and Ms. Reed have teamed together to assess the Monroe Municipal Court. Mr. Reed and Ms. Pflug have worked together on similar projects in the past for other municipalities. Recently Ms. Pflug has completed court assessments for the cities of Port Angeles and Sequim, Clallam County, City of Bothell, and City of Ellensburg.

The proposed scope of work includes:

- Assessment of the Monroe Municipal Court including current and projected case-loads, staffing needs; work methods, programs; current facilities, future requirements; and a menu of potential program changes that can improve productivity and/or desired outcomes.
- Assessment of the court needs of the cities of Lake Stevens and Sultan including court and customer service requirements; current and projected court cases; implications of court service changes; and implications for capacity of the Monroe court facilities and technologies.
- Financial, direct and indirect service and criminal justice outcomes, and impact comparisons of court service alternatives including expanding the Monroe Municipal Court (MMC) to provide services to Lake Stevens and Sultan; Court and probation service proposal from Evergreen District court (if provided); modifying the MMC to provide diversion court and/or probation services; continuing current levels of services, discussion of recommendations and next steps.



MONROE CITY COUNCIL

Agenda Bill No. 20-007

IMPACT – BUDGET

Total cost for this contract is \$51,000, of which 33% (\$16,830) will be recovered through an Interlocal agreement (see next paragraph). The 2020 Budget will need to be amended with the first amendment of the year to include funding for the proposed municipal court assessment and the anticipated Interlocal reimbursement amount. The amendment will be funded by the 2019 construction sales taxes carryover that came in \$371,027 higher than anticipated.

Under the terms of the proposed Interlocal Agency Agreement with the cities of Lake Stevens and Sultan, the City of Monroe will be responsible for two-thirds (67%) of the contract cost approximately \$34,170. Lake Stevens and Sultan will share the remaining third (33%) of the cost approximately \$16,830.

TIME CONSTRAINTS

There is no time constraint to begin this project. This is a council policy decision. However, the consultants note the contract should be in place by the end of January 2020 in order to have information available by June 2020 to make informed decisions on the municipal court for the 2021-2022 budget deliberations.

ALTERNATIVES TO REQUESTED ACTION

The city council can choose to postpone taking action on the Municipal Court assessment until a later date. This action would result in delaying receipt of information about alternatives to the current court system.

The city council may have questions or concerns about the scope of work. The council could direct the public safety committee to reevaluate the scope of work and return to the city council with a recommendation. This action would result in delaying receipt of information about alternatives to the current court system.

The city council may have questions or concerns about the scope of work or interlocal agency agreement with the cities of Lake Stevens and Sultan. The city council could choose to evaluate the municipal court without considering whether to evaluate contracting to provide court services to other cities. This would reduce the cost of the contract but would also eliminate funding from Lake Stevens and Sultan to evaluate this alternative.

CONSULTANTS AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 Municipal Court Assessment	WORK DESCRIPTION 2
CONSULTANTS 3 The Other Company, a sole proprietorship of Anne Pflug; and Karen Reed Consulting, LLC, owned by Karen Reed	CONSULTANTS' CONTACT NAME, AND TELEPHONE NO. 4 The Other Company Anne Pflug 790 Fields Road Ellensburg, WA 98926 Phone: 509-925-2608 Cell: 425-785-8557 E-mail: AnnePflug@gmail.com Karen Reed Karen Reed Consulting LLC 4951 SW Forney St. Seattle, WA 98116 Phone: (206) 932-5063 Cell: (206) 948-3556 Email: kreedconsult@comcast.net
FEDERAL I.D. NO. 5	BUDGET OR FUNDING SOURCE 6
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Deborah Knight City of Monroe dknight@monroewa.gov 360-794-7400	MAXIMUM AMOUNT PAYABLE, IF ANY 8 \$51,000
COMPLETION DATE 9 December 31, 2020	10

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THIS AGREEMENT is entered into on January 14, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above persons, firms or organizations, hereinafter each referred to as a "CONSULTANT" and collectively called "the CONSULTANTS".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of the CONSULTANTS to provide the necessary services for the project; and

WHEREAS, the CONSULTANTS have represented to the CITY that the CONSULTANTS are in compliance with the professional registration statutes of the State of Washington, if applicable, and have signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of CONSULTANTS - Scope of Work. The CITY hereby retains the CONSULTANTS to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANTS shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANTS shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANTS shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANTS, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANTS, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANTS. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANTS shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANTS shall be entitled to invoice the CITY no more frequently than once

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per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANTS agree to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANTS shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANTS and appearing therein when required to do so by the CITY. The CONSULTANTS shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANTS shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANTS must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANTS shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANTS under this agreement shall become the property of the CITY upon payment of the CONSULTANTS' fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall

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be at the CITY'S risk unless such use is agreed to by the CONSULTANTS. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANTS are each independent contractors for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANTS, or any employee of the CONSULTANTS, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANTS which may arise as an incident of the CONSULTANTS performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANTS.

8. Indemnity. Each CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of that CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: Each CONSULTANT'S obligations to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT'S liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT'S negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes each CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANTS' obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. Each CONSULTANT shall separately procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by that CONSULTANT, its agents, representatives, or employees.

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A. Minimum Scope of Insurance

Each CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT'S Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT'S profession.

B. Minimum Amounts of Insurance

Each CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANTS as to the insurance necessary to protect the CONSULTANTS' interests and any decision by the CONSULTANTS to carry or not carry insurance amounts in excess of the above is solely that of each CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANTS shall each submit certificates of insurance to the CITY evidencing the coverages specified above, together with an additional

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insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

Each CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANTS' insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANTS' insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. No Limitation.

The CONSULTANTS' maintenance of insurance as required by this agreement shall not be construed to limit the liability of each CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of each CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of CONSULTANT Limits.

If the CONSULTANTS maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANTS, irrespective of whether such limits maintained by the CONSULTANTS are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANTS.

10. Records Retention and Disclosure. Each CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the
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CONSULTANT is retained. The CONSULTANTS shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANTS. Upon request, the CONSULTANTS will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANTS, but the CONSULTANTS may charge the CITY for copies requested for any other purpose. The CONSULTANTS shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, each CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANTS shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANTS' failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the responsible CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANTS, for providing any necessary information for and direction of the CONSULTANTS' work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANTS shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering each CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANTS' obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and

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indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANTS. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANTS, a final payment shall be made to the CONSULTANTS for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANTS of the notice to terminate. In the event that services of the CONSULTANTS are terminated by the CITY for fault on part of the CONSULTANTS, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANTS in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANTS agree not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANTS understand that if they violates this provision, this agreement may be terminated by the CITY and that the CONSULTANTS may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANTS may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANTS for any breach of the agreement by the CONSULTANTS, or for failure of the CONSULTANTS to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such

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litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. Each CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANTS.

20. Code of Ethics. The CONSULTANTS and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANTS or any of their subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANTS, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANTS shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANTS' business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. Each CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANTS' own risk, and the CONSULTANTS shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

CITY OF MONROE:

Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

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EXHIBIT A

SCOPE OF WORK

I. Purpose of Consulting Contract

The purpose of the contract work desired by the City of Monroe, Washington, on behalf of itself and the Cities of Lake Stevens and Sultan under a pending interlocal agreement between them, is to develop a graphic report that lays out and evaluates program strategies to improve existing court outcomes and alternative service provision models available to the parties for adult infraction and misdemeanor court and probation services. The cities are assessing four service provision options: continuing to operate a Monroe Municipal Court; adding community court and/or probation services to the Monroe court; contracting with Snohomish County/Evergreen District Court; or expanding the Monroe Municipal Court to provide contract services to Lake Stevens and Sultan.

II. Contract Approach

Graphic report

Using qualitative and quantitative data and analysis from existing financial data, site visits, interviews, internet sources, published documents and evidence-based research prepare a formal written report in electronic format for decision makers. The parties are the Other Company, a sole proprietorship of Anne Pflug; Karen Reed Consulting, LLC, owned by Karen Reed, and the City of Monroe one behalf of the three cities.

Data elements, assessment and evaluation

At a minimum, documentation and data will be collected from Monroe, Lake Stevens, Sultan, their existing contractors, the Washington State Office of the Administrator of the Courts, Snohomish County, Marysville and other relevant state agencies. Documentation of current and historical service and potential future strategies including at a minimum: contracting with the county for District Court services including probation, expanding the Monroe municipal court to contract with Lake Stevens and Sultan, continuing the existing stand-alone Monroe Municipal Court and modifying services to add community court and/or probation services.

Elements of the evaluation would include:

Assessment of Monroe Municipal Court:

- Historical, current and projected caseload
- Current and projected workload and staffing
- Customer service
- Current work methods, programs and criminal justice approach
- Capacity of current facilities and technology along with statement of future requirements.

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- Identification of a menu of potential program changes that can improve productivity and/or desired outcomes aligned with the city’s desired criminal justice approach. These program changes should address community needs and the city’s interest in reducing criminal activity associated with homelessness, addiction, and behavioral health.

Assessment of the Court needs of Lake Stevens and Sultan:

- Historical, current and projected caseload
- Desired court and customer service requirements moving forward
- Implications for current and projected workload of court
- Implications of court service changes on the cost and operation of police, public defense, prosecution and jail services
- Implications for capacity of current Monroe facilities and technology

Financial, Direct and Indirect Service and Criminal Justice Outcomes Impact Comparison of Court Service Alternatives:

- Expand Monroe Municipal Court to provide contract services to Lake Stevens and Sultan
- Court and probation service proposal from Evergreen District Court (if received)
- Modifying Monroe Municipal court services to provide community court and/or probation services
- Continuing existing levels of service and providers
- Discussion of recommendations, next steps, implementation requirements and timeline

Interviews and Site Visits

On site, questionnaire based and/or phone interviews will be conducted with City and County officials and staff and additional stakeholders identified by the parties at the request of the consultant team. Jurisdictional interests including scope of service requirements, customer service expectations, service demand, cost limitations, funding and alternative cooperative arrangements will be explored in the interviews.

II. Products

The following products are anticipated:

- 1) A draft report for approval by the project coordinator in the form of a graphic report and any needed appendices that can be adapted for web publication and/or Power Point presentations to elected officials.

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- 2) A final graphic report. Final report in the form of a graphic report and any needed appendices delivered within 10 days from receipt of final comments on the draft from the project coordinator.
- 3) Three presentations to designated groups of the report's findings.

This project *does not* include additional or updated cost estimates of facility modification or construction, site planning, environmental or land use review, building design or preliminary planning.

The parties agree that two project/contract amendments may, in accordance with Section 21 of the agreement, be negotiated and implemented on or before the end of June 2020 (along with an appropriate contract price adjustment and time extension). Those amendments may include pricing/contract terms analysis for a joint contract between the cities and/or assistance in facilitating contract negotiations between service providers and the cities.

III. City Responsibilities

Monroe will provide at least one staff person to work with the consultant team to gather data, schedule interviews and arrange any interview logistics, provide introductory and any follow up material to interviewees and other logistical support.

The City will provide introductions of the consultant team and the study to interviewees and other appropriate county and city officials in Snohomish County and Marysville. **The City will request from Snohomish County within two weeks of consultant contract execution a cost estimate for providing District court and probation services to the cities.**

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EXHIBIT B

COMPLETION SCHEDULE

1. Kick off meeting (Confirm scope, study questions, basic information, data asks, interview list and schedule) – January 2020
2. On-site/phone/questionnaire interviews, follow up and data gathering (26 to 36 interviews) – January- February 2020
3. Potential and existing site visits, space plan analysis and data/photos – February-March 2020
4. Collection of quantitative data and analysis of data and interview material – March-April 2020
5. Draft Report – April-May 2020
6. Final Report – May-June 2020
7. Three presentations of report to groups designated by clients - 20 hours (includes preparation) April-June 2020

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EXHIBIT C

FEE SCHEDULE

The following cost and time estimate assumes that key data will be readily available from the cities, county, state and other relevant parties. It also assumes that Snohomish County provides a contract services cost estimate for District Court services in a timely manner.

- Kick off meeting (Confirm scope, study questions, basic information, data asks, interview list and schedule) – 6 hours total including prep
- On-site/phone/questionnaire interviews, follow up and data gathering (26 to 36 interviews) – 80 hours
- Potential and existing site visits, space plan analysis and data/photos – 24 hours
- Collection of quantitative data and analysis of data and interview material – 50 hours
- Draft Report - 35 hours
- Final Report – 8 hours
- Three presentations of report to groups designated by clients - 20 hours (includes preparation)
- Check in and project coordination - 25 hours

Total graphic report project hours 248 @ \$200.00 per hour = \$49,600 plus reimbursable expenses at city rates, insurance that meets city requirements and State custom data charges.

Hourly rate: \$200.00 per hour

Reimbursable Expenses: Hotel expenses, when pre-approved by the City, shall be reimbursed at customary City rates. Any printing or other logistical costs will be billed at cost. There is no hourly or mileage charge for travel to and from Monroe or other locations for the project for Anne Pflug. Karen Reed will charge travel time for meetings when in excess of 1.5 hours per trip.

Billing: Anne Pflug (The Other Company) and Karen Reed (Reed Consulting) will be separately paid directly by the City based on joint project invoices submitted by the CONSULTANTS separately delineating services provided by each CONSULTANT. The CONSULTANTS agree that such separate delineation on said invoices shall represent the appropriate payment allocation as between each CONSULTANT. W-9's will be provided by the consultant team to the City.

EXHIBIT D

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SUBCONSULTANTS LIST

None

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EXHIBIT E

MONROE CODE OF ETHICS

- [2.52.010](#) Purpose – Construction.
- [2.52.020](#) Definitions.
- [2.52.030](#) Award of contracts prohibited.
- [2.52.040](#) Board of ethics – Public officials.
- [2.52.050](#) Miscellaneous provisions.
- [2.52.060](#) Appeal – Penalties for violation.

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter [42.23](#) RCW, inclusive of any future amendments thereof. It is the city’s specific intent that the ethical standards set forth at Chapter [42.23](#) RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter [42.23](#) RCW with respect to the subject matter of said chapter. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.020 Definitions.

The following words and phrases as used in this chapter shall, unless the context clearly indicates otherwise, have the following meanings:

- A. “Advisory opinion” means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.
- B. “Hypothetical circumstances” means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC [2.52.040](#).
- C. “Prima facie showing” means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.040 Board of ethics – Public officials.

There is hereby created a board of ethics for city of Monroe public officials. The purpose of this board is to issue advisory opinions on the provisions of this code of ethics and to review and report to the city council on any alleged violations of the code of ethics, all as set forth below. The board shall also provide recommendations on amendments to the ethics ordinance, as directed by the city council:

- A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

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The regular term of office for members of the board of ethics shall be three years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1st and end December 31st. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in 2004 and ending December 31, 2004; two members appointed for terms beginning upon their appointment and ending December 31, 2005; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2006. After expiration of the initial terms, subsequent appointees shall serve a regular three-year term.

The board shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for a period of one year, unless reelected.

A majority of the board of ethics shall constitute a quorum. The board shall meet as frequently as it deems necessary, or at the request of the mayor or a quorum of the city council. The board shall adopt procedures governing the conduct of its meetings, hearings and the issuance of opinions.

B. Specific Complaint Against a Public Official.

1. Any person may submit a written complaint to the mayor or city administrator alleging one or more violations of this ethics code by a public official. The allegation shall set forth specific facts with precision and detail, sufficient for a determination of sufficiency by the board. The complaint shall also set forth the specific sections and subsections of this code that the facts violate, and the reasons why. Complaints should be signed by the person or persons submitting them and include the submitter's correct name, address at which mail may be personally delivered to the submitter, and the telephone number at which the submitter may be contacted.

2. The mayor or his/her designee shall inform the public official and the council of the complaint and shall submit the complaint to the board for determination of sufficiency of the complaint within twenty-four hours of its receipt. Voice mail, email or similar notification of the defendant is acceptable if actual notice is not immediately practicable. A copy of the complaint shall also be sent to the defendant by registered mail within three days of receipt. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts which constitute a prima facie showing of a violation of a specified provision or provisions of this code. The purpose of requiring that the complaint be sufficient is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous charges.

3. The complainant shall have the responsibility for proving the allegations in the complaint by a preponderance of the evidence.

4. Complaints shall be subject to a two-year statute of limitation. The limitations period shall commence from the date that information on completion of the alleged misconduct was reasonably available to the public.

5. Complaints may be amended as authorized by the decision-maker as justice requires; provided, that the time frames of the review process provide the defendant with a fair opportunity to respond.

6. All public officials and employees, excluding the alleged violator, shall observe strict confidentiality as to the complaint and alleged violator until the review is complete, to the extent that the information is acquired as a result of a person's status as a public official or employee. Confidentiality after completion shall be maintained unless the complaint or finding is released through a public disclosure request filed with the city attorney. City officials and employees may divulge information to the extent necessary to defend against inaccurate or misleading public information about their involvement in the complaint review process. The ethics board and/or city council may divulge information to the extent necessary to correct any inaccurate or misleading public information about the complaint review process. Any person who violates this subsection shall not be subject to criminal penalties; however, a violation of this subsection may result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances

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may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

8. The determination of sufficiency or insufficiency by the board is final and binding, and no administrative or other legal appeal is available. If the finding is one of sufficiency of the complaint, then the complaint shall be heard and reported as set forth below.

9. No report may be issued by the board, unless a person or entity complained against has had an opportunity to present information on his, her or its behalf at a hearing before the board.

10. A copy of the written report on sufficiency shall be delivered to the city council, person complained against, and the complaining party within ten days of conclusion of the hearing, unless a longer time period has been requested by the person complained against, and has been approved by the board or unless a longer time period has been requested by the board and has been approved by the city council.

11. In the event the written report provides that the board has found sufficiency in the allegations against whom the complaint has been filed, the matter shall be referred for hearing to the city's hearings examiner unless the defendant requests the matter be heard by the ethics board. (Hearings examiners will be rotated from a rotational roster maintained by the city and shall be licensed and practicing attorneys who are not residents of the city.)

a. Hearings by a hearings examiner or the ethics board must be held within twenty days of a finding of sufficiency unless an extension is requested, or granted, by the defendant. The hearing must be concluded within ten days of commencement of the hearing unless extended by the request or agreement of the defendant.

b. Findings of fact and conclusions and opinion of the hearings examiner or the ethics board must be received by the council no later than seven days after the conclusion of the hearing.

c. The complainant or defendant may request a subpoena for documentary evidence or the attendance of witnesses by making a written application to the mayor describing in detail the subject matter of the proposed subpoena and an explanation of why such information is reasonably necessary in order to conduct the hearing. The subpoena may be issued in the event the mayor determines the subpoena request is reasonable, relevant to the complaint and within the subpoena power of the city. The request for a subpoena shall be submitted to the mayor within two business days after the determination of sufficiency and the mayor shall have two business days to issue a decision. In the event the mayor denies the request or the complaint alleges a violation of the ethics code by the mayor, the defendant or complainant may request a decision from the city council. City council review shall be scheduled for the next regular city council business meeting or study session, unless an earlier special meeting is available. The commencement of the hearing on the merits shall be delayed until five days after the council makes a decision on whether to issue a subpoena.

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request

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for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.

d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

13. Proceedings by the board or the hearings examiner when they relate to action involving a person shall be made in executive session; however, upon request of the person involved, the proceeding shall be open to the public. The complaint, the determination of sufficiency or no sufficiency, and written report of the board or the hearings examiner shall be considered public records.

14. Action by the city council shall be by majority vote. If the proceeding involves a member of the city council, the member does not vote on any matter involving the member. As provided in RCW [35A.12.100](#), the mayor shall vote in the case of a tie, except if the action is against the mayor. Deliberation by the council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

15. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts, which constitute a prima facie showing of a violation of a specified provision or provisions of this code.

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

D. Board Unavailability – Hearing Examiner Authority. In the event the ethics board is unable to perform any function designated under this section due to lack of a quorum or other reason, such function shall instead be performed by the hearing examiner who shall be governed by the board's procedures. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.080)

2.52.050 Miscellaneous provisions.

The board of ethics shall also render written opinions concerning the applicability of the code of ethics to hypothetical circumstances or situations upon the request of the mayor or any council member. Requests for opinions from the public must be approved by either the mayor or a majority vote of council.

The city shall release copies of any written report resulting from a review of a complaint and any written censures or reprimands issued by the city council in response to public records requests as consistent with Chapter [42.56](#) RCW and any other applicable public disclosure laws.

The mayor shall provide staff, as he or she deems appropriate, to assist the board of ethics.

Board members shall be reimbursed by the city for reasonable expenses incurred in their exercise of the official business of the board, consistent with the expense reimbursement policies of the city.

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The city clerk shall cause a copy of this code of ethics to be distributed to every public officer of the city within thirty days after enactment of the ordinance codified in this chapter. The ordinance codified in this chapter will also be made available on the city's web page and hard copies will be made available upon request. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.090)

2.52.060 Appeal – Penalties for violation.

Appeal of a decision of the board of ethics that the code of ethics has been violated, or a decision of the city council as to an admonition, reprimand, censure, or removal, may be filed with the Snohomish County superior court, Washington State. Any person who files with the ethics board a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to criminal penalties, violators shall pay a civil penalty of five hundred dollars, or three times the economic value of anything received in violation of this chapter, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.100)

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**Proposal
City of Monroe Washington
Court Services Study 2019**

I. Purpose of Consulting Contract

The purpose of the contract work desired by the City of Monroe, Washington is to develop a graphic report that lays out and evaluates available alternatives for its infraction and misdemeanor court and probation service. City of Monroe is assessing three options: continuing to operate its own Municipal Court, joining the Snohomish County/Evergreen District Court or forming a joint court with other cities.

II. Contract Approach

Graphic report

Using site visits, interviews, internet sources, published documents and analysis of available data prepare a formal written report in electronic format for decision makers. The graphic report will be submitted through the project coordinator by the end of April 2020 assuming contract execution at the beginning of December 2019. The parties are the Other Company, a sole proprietorship of Anne Pflug, Karen Reed Consulting, LLC, owned by Karen Reed, and the City of Monroe.

Data elements and analysis

At a minimum, documentation and data will be collected from Monroe, its contractors, the Washington State Office of the Administrator of the Courts, Snohomish County and other relevant state agencies. Documentation of historical service and potential future strategies including at a minimum: contracting with the county for District Court services including probation, creating a joint municipal court with one or more cities in Snohomish County and the existing stand-alone Monroe Municipal Court. Current and future capacity, caseload demand and facility requirements would be explored, along with financial, legal, customer service and criminal justice implications for each option at a high level. Appropriate service models, demand management strategies, benchmarks and best practices would be gathered from available sources.

Interviews and Site Visit

On site and/or phone interviews will be conducted with City and County officials and staff and any additional stakeholders identified by the parties. Jurisdictional interests including scope of service requirements, customer service expectations, service demand, cost limitations, funding and alternative cooperative arrangements will be explored in the interviews. The City has an interest in exploring probation and/or community court services.

Analysis and alternatives

Using the data, interviews and service requirements of the City, as outlined above, a graphic report in a format suitable for presentation and publication will be developed that includes alternatives available for consideration by decision-makers and:

- Identification of the current and estimated future demand and capacity for infraction and misdemeanor services for Monroe and the combined parties
- Statements of existing and alternative infraction and misdemeanor service program scope, service area and demand management strategies
- Statement of future facility requirements, including size and assumptions for each identified alternative
- Discussion of the cost and funding of each court alternative
- Discussion of local control; customer service; criminal justice system cost, efficiency and effectiveness; and level of service implications of each alternative
- Discussion of recommendations, next steps, implementation requirements and timeline.

II. Products

The following products are anticipated:

- 1) A draft graphic report for approval by the project coordinator in the form of a graphic report (MS Publisher) and any needed appendices that can be adapted for web publication and/or Power Point presentation.
- 2) A final graphic report. Final graphic report in the form of a graphic report and any needed appendices delivered within 10 days from receipt of final comments on the draft from the project coordinator.
- 3) Three presentations to designated groups of the report's findings.

This project *does not* include additional or updated cost estimates of facility modification or construction or site planning, environmental or land use review, building design or preliminary planning.

Project would commence in early December 2019 and be completed by the end of April 2020. The project will require five months to complete and the timeline can be adjusted to meet the city's needs. A later start will need to adjust for holiday break.

III. City Responsibilities

In order to reduce contract cost, the City would provide at least one staff person to work with the consultant team to gather data, schedule interviews and arrange any interview logistics, provide introductory and any follow up material to interviewees and other logistical support that would allow the City to keep costs of the study down.

The City would provide introductions of the consultant team and the study to interviewees and other appropriate county and city officials in Snohomish County. The City would also be responsible for determining, which, if any, other cities in the County would consider participation in a joint municipal court arrangement. This information would be available to the consultant within two weeks of the study's start date.

Access to the City's Attorney, at the City's expense, may be necessary in order to interpret the terms of state law and/or contracts for the purpose of the study.

The City would cover travel expenses for hotel and meals at city rates. No mileage will be charged. Karen Reed will charge at her regular hourly rate for travel time in excess of 1.5 hours per trip.

IV. Consultant Hours and Cost Estimate

- Kick off meeting (Confirm scope, study questions, basic information and schedule) – 2 hours on site plus 1 hour travel time and 3 hours prep
- On-site/phone interviews, follow up and data gathering (15 to 22 interviews) – 45 hours
- Potential and existing site visits and data/photos (two to three) – 12 hours including travel time
- Collection of quantitative data and analysis of data and interview material - 30 hours
- Draft Report - 25 hours
- Final Report – 6 hours
- Three presentations of report - 20 hours (includes preparation, travel time)
- Check in and project coordination - 10 hours

Total graphic report project hours @ \$200.00 per hour = \$30,800 plus reimbursable expenses and State custom data costs.

V. Proposed Contract Terms

Hourly rate: \$200.00 per hour

Reimbursable Expenses: Hotel expenses at customary City rates. Any printing or other logistical costs will be billed at cost. There is no hourly or mileage charge for travel to and from Monroe or other locations for the project for Anne Pflug. Karen Reed will charge travel time for meetings when in excess of 1.5 hours per trip.

Billing: The city contract coordinator will be billed **monthly** for costs to date. Anne Pflug (The Other Company) and Karen Reed (Reed Consulting) will be separately paid directly by the City based on joint project invoices delineating services provided by each. W-9's will be provided by the consultants to the City.

Contract administrator: The city designates _____ as the contract coordinator. The City Administrator's office will assign an individual to work with the consultant throughout the project and provide any needed guidance, feedback and support as defined below.

Contract Coordinator Support: When interviews and meetings are required then a staff person would be assigned to make introductions to stakeholders as needed, gather

documents, coordinate meetings and make appointments so that the city is not charged for those tasks at the consultant's hourly rate. Assistance from an attorney providing general legal counsel to the City may also be required. Assistance from a City staff member(s) knowledgeable about the existing contract(s), budget and monthly revenue and expenditure receipts would be used to gather appropriate data.

VI. Contractor Contact Information

The Other Company
Anne Pflug
790 Fields Road
Ellensburg, WA 98926

Phone: 509-925-2608
Cell: 425-785-8557
E-mail: AnnePflug@gmail.com

Karen Reed
Karen Reed Consulting LLC
4951 SW Forney St.
Seattle, WA 98116

Phone: (206) 932-5063
Cell: (206) 948-3556
Email: kreedconsult@comcast.net

Specific Responses to RFP Requirements

- 1) Cover Letter –
E-mail conveying our proposal.
- 2) Proposal Summary
See above.
- 3) Acceptance of Terms and Conditions –
Terms and conditions appear to be typical standard and are acceptable with the potential exception of insurance requirements which would need to be discussed in more detail given the scale and scope of the contemplated study. Any insurance requirements beyond typical standard that require additional insurance coverage would result in an additional direct cost to the city as part of the contract.
- 4) Scope of Services –
See Proposal above.
- 5) Price Proposal –
See Section V above. Changes in scope would be negotiated and may effect price proposal.
- 6) Three Customer References of Similar Scope and Size –
Jennifer Phillips
City Manager City of Bothell

'Jennifer Phillips' <jennifer.phillips@bothellwa.gov>

Charlie Bush
City Manager City of Sequim
Charlie Bush cbush@sequimwa.gov

Adam Lincoln
City Administrator City of Pullman
Lincoln, Adam adam.lincoln@pullman-wa.gov

7) Key Project Staff Background Information –

Anne Pflug is retired after 30 years of service in local and state government. She currently teaches public management topics part time at Central Washington University in her home town of Ellensburg and at the University of Washington Evans School of Public Policy. She has served in local government as a City Manager, City Administrator, Finance Director and Planning Director. She has also served state government as a public policy research manager advising the legislature and governor's office. She has worked with the legislative branch throughout her career starting as an intern in the Governor's Office in Olympia and later participating in over 1,000 city and county council meetings.

Ms Pflug has worked in local government management positions in Washington and Oregon including the communities of Bothell, Kirkland, Bellevue, Poulsbo, Shoreline, Springfield and two regional service providers. She has taught, conducted research and facilitated intergovernmental agreements in eastern and western Washington on many subjects including criminal justice, courts, growth management, county governance, public infrastructure and city/county finance. She currently serves as a senior advisor to City and County Managers for the International City County Management Association.

Ms. Pflug holds a M.B.A. in Management and Finance from Seattle University and a BA with an emphasis in community planning from The Evergreen State College.

Karen Reed has worked with cities, counties and other local governments in Washington for over 30 years. Her consulting practice focuses on public process facilitation, strategic planning, and facilitating the development of interlocal agreements among multiple government agencies. Karen began her career practicing municipal law in Seattle. She then moved to the City of Bellevue where she worked as Assistant City Manager handling the city's intergovernmental work for several years. She later worked in King County leading a major restructuring of the parks division and budget policy work. She launched her consulting practice in 2003.

Karen's recent projects include completion of a court options study for the City of Bothell, facilitating the merger of the two 911 dispatch agencies in Snohomish County (SNOCOM and SNOPAC), and facilitating creation of a regional fire authority combining the Lynnwood Fire Department and Snohomish County Fire District 1.

Karen has an undergraduate degree in economics and public policy from Pomona College and J.D. from Stanford University.

8) At least two example reports -- provided to City on 9.24.2019 by separate email from Anne Pflug (Sequim and Bothell)

Preliminary Interviewee List

Name	Title	Meeting Place	Phone	E-mail
Sultan Lake Stevens	Group meeting – Elected or appointed Official Representative(s) – Snohomish County Cities with potential interest in joint court			
	Group meeting -- Police chiefs and staff of cities with interest in joint court			
	Mayor and/or other Council representatives – City of Monroe			
Deborah Knight	City Administrator —City of Monroe			
	Municipal Court Judge and staff			
	Evergreen District Court Judges			
	District Court Administrator – including site visit to existing courtrooms and offices in Munroe and discussion of consolidation in Everett building (2016 study)			
	Evergreen District Court Probation			
	Munroe Public Defense contractor			
	Munroe Prosecutor contractor			
	Monroe Finance Department for Actual expense and revenue data			
	Police Chief (and other staff desired by Chief to discuss jail and police data)			
	City Attorney			

	Monroe staff member with knowledge about City Facilities and facility costs			
	Interview City of Snohomish regarding District Court services in Evergreen Division			
	Snohomish County Sheriff's Office – Jail Administrator and other staff			
	Snohomish County – group meeting Budget/Finance/Auditor/Treasurer			
	Snohomish County lead negotiator on County District Court Contract			



City of Monroe Request for Proposal

Municipal Court Assessment

Issue Date: October 7, 2019

Due Date: October 22, 2019

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Monroe, Washington, for:

Municipal Court Assessment

Proposals received later than **4:00 PM, Tuesday, October 22, 2019** may not be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at www.monroewa.gov/bids Call 360-794-7400 if you are unable to access RFP documents online.

The City of Monroe reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Monroe further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, a Service Provider ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 7th day of October, 2019

General RFP Information

General RFP Information

Introduction and Background

The City of Monroe is looking to hire a consultant to help with a Municipal Court Assessment.

THE CITY OF MONROE

The City of Monroe (population 19,000), incorporated in 1902 is located in western Washington at the confluence of United States Route 2, State Route 522 and State Route 203 in Snohomish County. The City is a non-charter code city operating according to Chapter 35A.12 RCW Mayor-Council (Ord. 022/2004; Ord. 794, 1985).

The City of Monroe Municipal Court was established in 2014. The Monroe Municipal Court is located within the City Hall building. Court personnel include a Municipal Court Judge, retained under an employment contract and working approximately 24 hours per week; a full-time court administrator, a full-time court clerk, and 2 part time security officers. The city contracts for prosecution and public defense services. The city does not have a separate probation department. Probation is handled by the court administrator and Judge.

In 2018, the City of Monroe filed a total of 2,742 cases with Monroe Municipal Court, 2,033 civil infractions, 183 traffic misdemeanors, 451 non traffic misdemeanors, 1 civil protection order, and 74 parking infractions. In 2018 the Monroe Municipal Court Judge signed 111 search warrants.

Monroe Municipal Court is a court of limited jurisdiction. The Municipal Court judge is authorized by Washington State statute to preside over criminal misdemeanors, gross misdemeanors, traffic infractions and other City of Monroe Code violations. The Court has a monthly schedule as follows:

First and Third Tuesday:	Motions in limine and special set hearings.
Second and Fourth Tuesday:	Mitigation hearings and contested hearings.
Wednesdays:	Pretrial hearings, arraignments, review hearings and motions. Contested hearings with counsel and in custody video court.
Second and Fourth Friday:	Jury trials.
Fridays:	In custody video court

General RFP Information

Submittal Requirements

Proposals must be provided electronically. Proposals must be clear, succinct, and not to exceed 20 pages not including front and back, excluding any addendum attachments. Only complete submittals will be considered for evaluation. All proposals and attachments will become part of the public record. Proposal content must include the following:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) Scope of Services
- 5) Price Proposal
- 6) Three Customer References of Similar Scope and Size
- 7) Key Project Staff Background Information

In addition to the above requirements, the vendor must provide at least two example reports from previous similar work. Sensitive customer information may be redacted if necessary.

Objective

Assessment and evaluation of the Municipal Court needs including work, staffing, and budget required to support:

- The city's criminal justice approach and strategies the city wishes to pursue through the criminal justice system – e.g. punishment vs. “restorative justice”. This may include analysis of specialized courts such as community court, drug court, and mental health court.
- How do police services, prosecution, public defense, and detention work together to achieve community goals.
- Court services and operations. The assessment would identify current best practices and implementation strategies to manage court caseloads.
- Court facilities including space, technology, security, governance, and training that can reduce operating costs and/or improve efficiency.
- Strategies and funding to achieve desired policing and justice outcomes for the community that align with the city's efforts to reduce criminal activity associated with homelessness, addiction, and behavioral health issues.
- Evaluate fixed and variables costs, advantages/disadvantages of scale, facility needs, and contracting alternatives if the city were to provide court services to other communities.
- Other goals and how those goals could be incorporated into the city council's six-year strategic plan.

Municipal Court Assessment RFP

City of Monroe - Request for Proposal

General RFP Information

Requested Services

Services include any tasks necessary to produce the requested deliverables. Specific areas of interest include (but are not necessarily limited to) the following:

- Assessment of customer satisfaction, to include interviews with a wide range of internal and external stakeholders.
- Assessment of the Municipal Court organizational structure and staffing.
- Assessment of the past, current caseload, and projected caseloads.
- A capability/maturity assessment for processes and skills. This should include recommendations for how to be more productive with the available (people, skill sets, process, and technology) with the needs of Court operations.
- Evaluation of feasibility and costs of expanding court services to include probation department and/or a community court or to provide court services to other communities.

Deliverables

Deliverables will include (but may not be limited to):

- A six year Court strategic plan with capital and operating funding estimates.
- Strength, weaknesses, and risk analysis
- A list of opportunities for improvement
- An analysis of current work load of what work should be possible with the existing staff as well as options, if any, for changes in staffing levels and/or organization structure.
- Recommendations and a high-level roadmap
- A final document suitable for posting on the Internet, including a Microsoft Word version.
- At least two presentations (one to Public Safety Committee and one to the City Council).

Desired Qualifications

We are looking for a consultant (or team) that:

- Has significant experience with Municipal Courts from similar-sized cities.
- Has deep enough experience to create tactical plans and to cost projects

RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the individual listed below. Unauthorized contact regarding this

Municipal Court Assessment RFP

City of Monroe - Request for Proposal

5

General RFP Information

RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the HR Director.

Name: Ben Warthan

Address: City of Monroe
806 W. Main St
Monroe, Washington 98272

E-mail: bwarthan@monroewa.gov

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to vendors	October 10, 2019
Proposal responses due	October 22, 2019
Vendor Interviews will be completed by	November 5, 2019
Vendor selection	November 19, 2019

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Monroe may purchase from City of Monroe contracts, provided that the supplier agrees to participate. The City of Monroe does not accept any responsibility for purchase orders issued by other public agencies.

General RFP Information

PROPOSAL PREPARATION

General Information

It is important that all bidders read this section carefully. Failure to comply with instructions may result in your proposal being removed from consideration by the City.

PROPOSAL SUBMISSION

The following provides specific instructions for submitting your proposal.

Due Date:	<i>Proposals must be received by the Human Resources Director no later than October 24, 2019 at 4:00 p.m. (Pacific Time).</i> Late proposals may not be accepted. Proposals sent by email must be time stamped as received by 4:00 p.m. Emailed proposals must be in either MS Word or PDF format and not exceed 20 MB. All proposals and accompanying documentation will become the property of the City and will not be returned.
Number of Copies:	An electronic copy of the vendor's proposal, in its entirety, must be received as specified above. The City will not accept facsimile. No physical copy is required. Vendors may choose to submit a physical copy in addition to an email copy, and if they choose to do so, the physical copy must arrive no later than 4:00 PM on the day that proposals are due and the electronic copy must still be emailed from the vendor to the city at the address given below.
Email Address for Submission:	bwarthan@monroewa.gov (Emailed submittals are to be sent only to this address. Copies should not be emailed directly to other City staff.)

EVALUATION PROCEDURES

The HR Director and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed methodology and deliverables meet the needs of the City. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best

Municipal Court Assessment RFP

City of Monroe - Request for Proposal

7

General RFP Information

combination of attributes, including price, based on the evaluation factors. The City anticipates that it will request that a subset of finalist vendors make a presentation to a selection team. The finalist team must include key project staff members identified in the proposal.

General RFP Information

Additional Terms

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CITY TAXATION

The contractor awarded said contract will be required to purchase a City of Monroe Business License.

PUBLIC RECORDS

Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials submitted to the City by the Consultant in response to this request for proposals, shall be subject to the disclosure provisions of the Washington Public Records Act, Chapter 42.56 RCW, and Washington State Retention Schedules.

Municipal Court Assessment RFP

City of Monroe - Request for Proposal

CONTRACT AWARD AND EXECUTION

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- ◆ The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- ◆ If the selected vendor fails to sign the contract within fourteen (14) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

General RFP Information

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written as least as broad as Insurance Services Office (ISO) form CA 00 01.

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General

General RFP Information

Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Technology Errors & Omissions (E&O)

Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Public Entity data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Public Entity or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Municipal Court Assessment RFP

City of Monroe - Request for Proposal

General RFP Information

Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$1,000,000 per claim \$1,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

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

H. Notice of Cancellation

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such

General RFP Information

limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished the Public Entity evidences limits of liability lower than those maintained by the Consultant.

K. Safeguarding of Personal Information

The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Public Entity or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by Public Entity and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and the Consultant shall retain no copies. If Consultant and Public Entity mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify Public Entity in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Public Entity. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

General RFP Information

EQUAL OPPORTUNITY COMPLIANCE

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

Attachments

1. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.
2. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF MONROE

<Company Name>

By: _____

By: _____

Its: _____

Its: _____

Attachments

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS IS A **SAMPLE** OF THE CITY'S TEMPLATE PROFESSIONAL SERVICES AGREEMENT – PLEASE DO NOT SIGN THIS SAMPLE VERSION. A FINAL CONTRACT FORM WILL BE PROVIDED TO THE SUCCESSFUL VENDOR.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER	WORK DESCRIPTION
CONSULTANT	CONSULTANT CONTACT NAME, AND TELEPHONE NO.
FEDERAL I.D. NO.	BUDGET OR FUNDING SOURCE
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.	MAXIMUM AMOUNT PAYABLE, IF ANY
COMPLETION DATE	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

Attachments

THIS AGREEMENT is entered into on _____, 2019 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the

Attachments

CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to

Attachments

pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Attachments

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

Municipal Court Assessment RFP

City of Monroe - Request for Proposal

21

Attachments

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

If the CONSULTANT maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related

Attachments

to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-24), the terms of Sections 1-24 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination,

Attachments

the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or

Attachments

agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

24. Confidentiality; Nondisclosure.

- A. The parties mutually acknowledge that, in order to complete the work and services specified in this agreement, the CONSULTANT will need to review and/or have access to certain sensitive, confidential information ("the Confidential Information") belonging to the CITY, the disclosure of which to third-parties could be injurious to the CITY and/or to the public interest. The Confidential Information includes without limitation the following: IP addresses, Network configurations, user names, computer names, policies and procedures, any other information pertaining to IT security; and any other information that the CITY has designated in writing to the CONSULTANT as Confidential Information.
- B. The CONSULTANT shall strictly maintain, preserve and protect the confidentiality of the Confidential Information. Without limitation of the foregoing, and except as expressly authorized by the CITY in writing:
1. The CONSULTANT shall not disclose, or permit the disclosure of, the Confidential Information except to those persons employed by the CONSULTANT, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this agreement.
 2. The CONSULTANT shall not disclose, or permit disclosure of, the Confidential Information to any other person or entity, and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
 3. The CONSULTANT shall not directly or indirectly: (i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell

Attachments

any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; or (ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information.

4. The CONSULTANT shall not make, or retain, any copies, drawings, diagrams, facsimiles, photographs, reproductions or other representations of any of the Confidential Information.
- C. Upon written request by the CITY, CONSULTANT shall immediately return to the CITY any Confidential Information in its possession, including all copies thereof.
- D. The provisions of this Section 24 do not restrict the CONSULTANT with respect to the use of information that is already legally in its possession, that is available to the CONSULTANT from other sources without violating this Section 24 or the intellectual property rights of the CITY or that is in the public domain. The provisions of this Section 24 also shall not restrict the CONSULTANT from providing, making, using or selling services, devices or other products so long as the CONSULTANT does not: (i) breach this agreement, including without limitation the provisions of this Section 24; (ii) does not violate the CITY's intellectual property rights; or (iii) utilize any of the Confidential Information in a manner prohibited by or otherwise inconsistent with the provisions of this Section 24.
- E. The covenants in this Section 24 may be enforced: (i) by temporary, preliminary or permanent injunction without the necessity of a bond, and/or (ii) by specific performance. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF MONROE:

Geoffrey Thomas, City Mayor

By: _____

Title: _____

ATTEST/AUTHENTICATED:

Elizabeth M. Adkisson, MMC, City Clerk

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

COMPLETION SCHEDULE

EXHIBIT

C

FEE SCHEDULE

EXHIBIT D

SUBCONSULTANT LIST

EXHIBIT E

MONROE CODE OF ETHICS

- [2.52.010](#) Purpose – Construction.
- [2.52.020](#) Definitions.
- [2.52.030](#) Award of contracts prohibited.
- [2.52.040](#) Board of ethics – Public officials.
- [2.52.050](#) Miscellaneous provisions.
- [2.52.060](#) Appeal – Penalties for violation.

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter [42.23](#) RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter [42.23](#) RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter [42.23](#) RCW with respect to the subject matter of said chapter. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.020 Definitions.

The following words and phrases as used in this chapter shall, unless the context clearly indicates otherwise, have the following meanings:

- A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.
- B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC [2.52.040](#).
- C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.040 Board of ethics – Public officials.

There is hereby created a board of ethics for city of Monroe public officials. The purpose of this board is to issue advisory opinions on the provisions of this code of ethics and to review and report to the city council on any alleged violations of the code of ethics, all as set forth below. The board shall also provide recommendations on amendments to the ethics ordinance, as directed by the city council:

- A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

Attachments

The regular term of office for members of the board of ethics shall be three years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1st and end December 31st. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in 2004 and ending December 31, 2004; two members appointed for terms beginning upon their appointment and ending December 31, 2005; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2006. After expiration of the initial terms, subsequent appointees shall serve a regular three-year term.

The board shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for a period of one year, unless reelected. A majority of the board of ethics shall constitute a quorum. The board shall meet as frequently as it deems necessary, or at the request of the mayor or a quorum of the city council. The board shall adopt procedures governing the conduct of its meetings, hearings and the issuance of opinions.

B. Specific Complaint Against a Public Official.

1. Any person may submit a written complaint to the mayor or city administrator alleging one or more violations of this ethics code by a public official. The allegation shall set forth specific facts with precision and detail, sufficient for a determination of sufficiency by the board. The complaint shall also set forth the specific sections and subsections of this code that the facts violate, and the reasons why. Complaints should be signed by the person or persons submitting them and include the submitter's correct name, address at which mail may be personally delivered to the submitter, and the telephone number at which the submitter may be contacted.
2. The mayor or his/her designee shall inform the public official and the council of the complaint and shall submit the complaint to the board for determination of sufficiency of the complaint within twenty-four hours of its receipt. Voice mail, email or similar notification of the defendant is acceptable if actual notice is not immediately practicable. A copy of the complaint shall also be sent to the defendant by registered mail within three days of receipt. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts which constitute a prima facie showing of a violation of a specified provision or provisions of this code. The purpose of requiring that the complaint be sufficient is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous charges.
3. The complainant shall have the responsibility for proving the allegations in the complaint by a preponderance of the evidence.
4. Complaints shall be subject to a two-year statute of limitation. The limitations period shall commence from the date that information on completion of the alleged misconduct was reasonably available to the public.
5. Complaints may be amended as authorized by the decision-maker as justice requires; provided, that the time frames of the review process provide the defendant with a fair opportunity to respond.
6. All public officials and employees, excluding the alleged violator, shall observe strict confidentiality as to the complaint and alleged violator until the review is complete, to the extent that the information is acquired as a result of a person's status as a public official or employee. Confidentiality after completion shall be maintained unless the complaint or finding is released through a public disclosure request filed with the city attorney. City officials and employees may divulge information to the extent necessary to defend against inaccurate or misleading public information about their involvement in the complaint review process. The ethics board and/or city council may divulge information to the extent necessary to correct any inaccurate or misleading public information about the complaint review process. Any person who violates this subsection shall not be subject to criminal penalties; however, a violation of this subsection may result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.
7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city

Municipal Court Assessment RFP

City of Monroe - Request for Proposal

33

Attachments

council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

8. The determination of sufficiency or insufficiency by the board is final and binding, and no administrative or other legal appeal is available. If the finding is one of sufficiency of the complaint, then the complaint shall be heard and reported as set forth below.

9. No report may be issued by the board, unless a person or entity complained against has had an opportunity to present information on his, her or its behalf at a hearing before the board.

10. A copy of the written report on sufficiency shall be delivered to the city council, person complained against, and the complaining party within ten days of conclusion of the hearing, unless a longer time period has been requested by the person complained against, and has been approved by the board or unless a longer time period has been requested by the board and has been approved by the city council.

11. In the event the written report provides that the board has found sufficiency in the allegations against whom the complaint has been filed, the matter shall be referred for hearing to the city's hearings examiner unless the defendant requests the matter be heard by the ethics board. (Hearings examiners will be rotated from a rotational roster maintained by the city and shall be licensed and practicing attorneys who are not residents of the city.)

a. Hearings by a hearings examiner or the ethics board must be held within twenty days of a finding of sufficiency unless an extension is requested, or granted, by the defendant. The hearing must be concluded within ten days of commencement of the hearing unless extended by the request or agreement of the defendant.

b. Findings of fact and conclusions and opinion of the hearings examiner or the ethics board must be received by the council no later than seven days after the conclusion of the hearing.

c. The complainant or defendant may request a subpoena for documentary evidence or the attendance of witnesses by making a written application to the mayor describing in detail the subject matter of the proposed subpoena and an explanation of why such information is reasonably necessary in order to conduct the hearing. The subpoena may be issued in the event the mayor determines the subpoena request is reasonable, relevant to the complaint and within the subpoena power of the city. The request for a subpoena shall be submitted to the mayor within two business days after the determination of sufficiency and the mayor shall have two business days to issue a decision. In the event the mayor denies the request or the complaint alleges a violation of the ethics code by the mayor, the defendant or complainant may request a decision from the city council. City council review shall be scheduled for the next regular city council business meeting or study session, unless an earlier special meeting is available. The commencement of the hearing on the merits shall be delayed until five days after the council makes a decision on whether to issue a subpoena.

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of

Attachments

reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.

d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

13. Proceedings by the board or the hearings examiner when they relate to action involving a person shall be made in executive session; however, upon request of the person involved, the proceeding shall be open to the public. The complaint, the determination of sufficiency or no sufficiency, and written report of the board or the hearings examiner shall be considered public records.

14. Action by the city council shall be by majority vote. If the proceeding involves a member of the city council, the member does not vote on any matter involving the member. As provided in RCW [35A.12.100](#), the mayor shall vote in the case of a tie, except if the action is against the mayor. Deliberation by the council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

15. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts, which constitute a prima facie showing of a violation of a specified provision or provisions of this code.

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

D. Board Unavailability – Hearing Examiner Authority. In the event the ethics board is unable to perform any function designated under this section due to lack of a quorum or other reason, such function shall instead be performed by the hearing examiner who shall be governed by the board's procedures. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.080)

2.52.050 Miscellaneous provisions.

The board of ethics shall also render written opinions concerning the applicability of the code of ethics to hypothetical circumstances or situations upon the request of the mayor or any council member. Requests for opinions from the public must be approved by either the mayor or a majority vote of council.

The city shall release copies of any written report resulting from a review of a complaint and any written censures or reprimands issued by the city council in response to public records requests as consistent with Chapter [42.56](#) RCW and any other applicable public disclosure laws.

Municipal Court Assessment RFP

City of Monroe - Request for Proposal

35

Attachments

The mayor shall provide staff, as he or she deems appropriate, to assist the board of ethics. Board members shall be reimbursed by the city for reasonable expenses incurred in their exercise of the official business of the board, consistent with the expense reimbursement policies of the city.

The city clerk shall cause a copy of this code of ethics to be distributed to every public officer of the city within thirty days after enactment of the ordinance codified in this chapter. The ordinance codified in this chapter will also be made available on the city's web page and hard copies will be made available upon request. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.090)

2.52.060 Appeal – Penalties for violation.

Appeal of a decision of the board of ethics that the code of ethics has been violated, or a decision of the city council as to an admonition, reprimand, censure, or removal, may be filed with the Snohomish County superior court, Washington State. Any person who files with the ethics board a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to criminal penalties, violators shall pay a civil penalty of five hundred dollars, or three times the economic value of anything received in violation of this chapter, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.100)





MONROE CITY COUNCIL

Agenda Bill No. 20-008

SUBJECT:	<i>Accept Project/Begin Lien Period for Cascade View Drive Water Main Project</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Public Works Design & Construction	Jim Gardner	Scott Peterson	Consent Agenda #5

Discussion: 01/16/2018; 01/22/2019; 08/13/2019; 01/21/2020

Attachment: 1. Vicinity Map

REQUESTED ACTION: Move to accept the Cascade View Drive Water Main Project, M2018-0004, and begin the 45-Day Lien Period; and authorize release of retainage upon filing of Notice of Completion and receipt of State of Washington releases.

POLICY CONSIDERATIONS

A project must be accepted by the governing body after all contract work has been completed and required documentation has been received. Once accepted, the Forty-Five-Day Lien Period begins. Within sixty days after project acceptance, and upon receipts of certification from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, the governing body shall release any retainage withheld from the contractor.

DESCRIPTION/BACKGROUND

This capital project is identified in the 2015-2025 City of Monroe Comprehensive Plan (W-10, Appendix H, Utility Systems Plan) and is necessary to provide fire flow in Zone Downtown 298. Approximately 1,700 feet of new twelve-inch diameter water main was constructed along Cascade View Drive. Refer to Attachment 1 for the Vicinity Map.

In order to avoid WSDOT road surfaces and the existing drainage channel along US-2, a portion of this water main was constructed within the southeast corner of the Monroe Fairgrounds property. A twenty-foot wide utility easement was granted by Snohomish County Parks in order to construct and maintain the portion of the water main through the Fairgrounds property. This easement was authorized by Council on January 22, 2019.

City Staff completed the design on December 24, 2018. The project was advertised for contractor bids in the Daily Journal of Commerce on July 24, and July 31, 2019. On August 8, 2019, the City received 8 bids from contractors with bids ranging from \$533,541.67 to \$862,622.93, inclusive of sales taxes. After review, state licensing verification, and reference calls, the lowest responsive bidder was D&G Backhoe, Inc. and was awarded the construction contract in the amount of \$533,541.67.

D&G Backhoe, Inc. received a "Notice to Proceed" on September 6th. All of the work was completed per the contract requirements. The final contract cost was \$517,836.08.

FISCAL IMPACTS

A summary of the construction contract with D&G Backhoe, Inc. is listed below:

Original Construction Contract:	\$ 533,541.67
Change Orders:	\$ 5,612.82
Final Construction Contract:	\$ 539,154.49
Final Amount Due to Contractor:	\$ 517,836.08*
Contractor Payments to Date:	\$ 494,147.33
Retainage Withheld:	\$ 23,688.75

*Based on actual work and cost incurred to complete this project. Actual material quantities were less than the estimated quantities, and provisions for unforeseen underground conflicts did not need to be utilized. As a result, the final amount due to contractor is less than the construction contract.

The 2019 Water CIP 412 Fund included \$1,090,000 for the Cascade View Drive Water Main Project. The following table summarizes the final project finance position:

	Anticipated 2019 Expenses	Actual 2019 Expenses
Design	\$ 5,000	\$ 598.98
Snohomish County permits	\$ 5,000	\$ 4,925.00
Advertisement / Administration	\$ 2,000	\$ 653.39
Construction	\$ 958,000	\$ 517,836.08
Special inspections	\$ 20,000	\$ 986.68
Consultant Project Management*	\$ 100,000	\$ 0.00
TOTAL	\$1,090,000	\$ 525,000.13

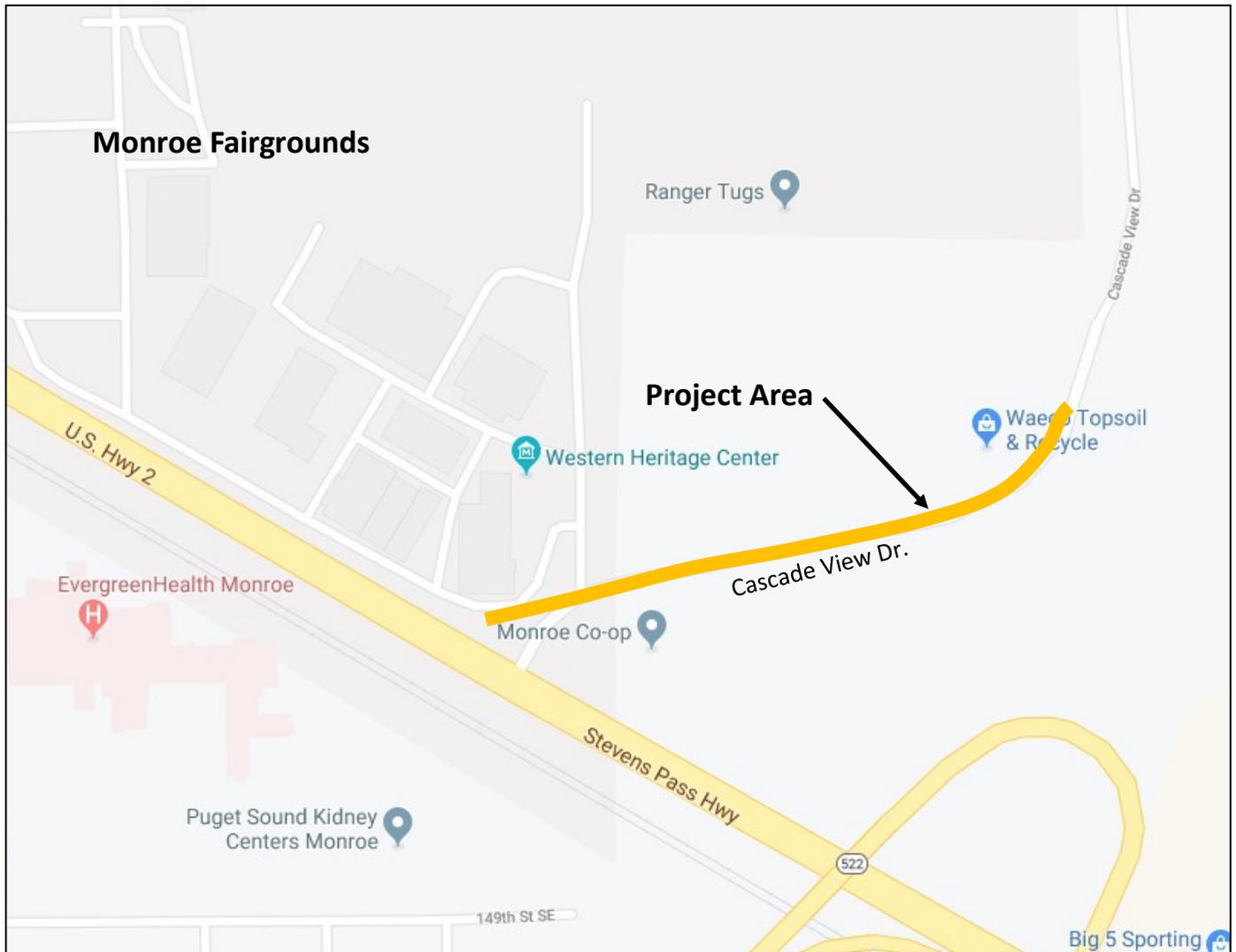
*City staff was available for construction inspection services, so a consultant was not utilized for project management during the construction phase.

TIME CONSTRAINTS

Once the project is accepted by Council, the City has sixty days to release the retainage. Any delays in acceptance could put the City out of compliance with RCW 60.28.

ALTERNATIVES

Do not approve. Provide direction to staff.



Vicinity Map



MONROE CITY COUNCIL

Agenda Bill No. 20-009

SUBJECT:	Accept Project/Begin Lien Period for 132nd Street Water Main Project
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Public Works Design & Construction	Jim Gardner	Scott Peterson	Consent Agenda #6

Discussion: 01/16/2018; 02/12/2019; 03/19/2019; 01/21/2020

Attachments: 1. Vicinity Map

REQUESTED ACTION: Move to accept the 132nd Street Water Main Project, M2018-0003, and begin the 45-Day Lien Period; and authorize release of retainage upon filing of Notice of Completion and receipt of State of Washington releases.

POLICY CONSIDERATIONS

A project must be accepted by the governing body after all contract work has been completed and required documentation has been received. Once accepted, the Forty-Five-Day Lien Period begins. Within sixty days after project acceptance, and upon receipts of certification from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, the governing body shall release any retainage withheld from the contractor.

DESCRIPTION/BACKGROUND

The 132nd Watermain Replacement Project was authorized by Council during the January 16, 2018, regular business meeting. This capital project is identified in the City’s Utility Systems Plan as W-23, and replaces the existing, obsolete watermain with a new eight-inch ductile iron pipe. Additional work elements include new service connections to thirty residences and replacing six fire hydrants. Refer to Attachment 1 for the Vicinity Map.

City engineering staff prepared the plans, specifications and probable cost opinion of \$1,300,000. The project was advertised for contractor bids on January 9, and January 16, 2019. SRV Construction was the apparent low bidder at \$644,510.41. Council authorized this contract per Section 5 of the Procurement Policies & Procedures, including a 20% contingency, for a total of \$793,412.49.

During the initial days of construction, it was discovered that there were numerous issues with the existing utility lines located within the County ROW. After researching the options available, it was determined that the best option was to place the new water main approximately 8 feet north of the original design location. This increased the contract by \$259,678.48, for a total of \$904,188.89, which was authorized by Council on March 19, 2019.

The project reached physical completion status on June 19, 2019. In October, a letter was sent to the contractor requesting final contract documentation be provided within 30 days, or the City will move toward project acceptance and unilaterally process the Final Contract Certification Voucher. Some of the requested documents were received and were incorporated into the pay estimate. The remaining missing documentation and associated value are excluded from payment. The City has processed the Unilateral Final Contract Certification Voucher establishing a Completion Date of December 19, 2019. The final construction cost was \$876,882.39.

FISCAL IMPACTS

A summary of the construction contract with SRV Construction is listed below:

Original Construction Contract:	\$ 644,510.41
Change Orders:	\$ 260,737.12
Final Construction Contract:	\$ 905,247.53
Final Amount Due to Contractor:	\$ 876,882.39*
Contractor Payments to Date:	\$ 836,196.95
Retainage Withheld:	\$ 40,685.45

*Based on actual work and cost incurred to complete this project. Actual material quantities were less than the estimated quantities. As a result, the final amount due to contractor is less than the construction contract.

The approved 2019 Water CIP Fund 412 included \$1,591,090 for the 132nd Street Water Main Project. The following table summarizes the final project finance position:

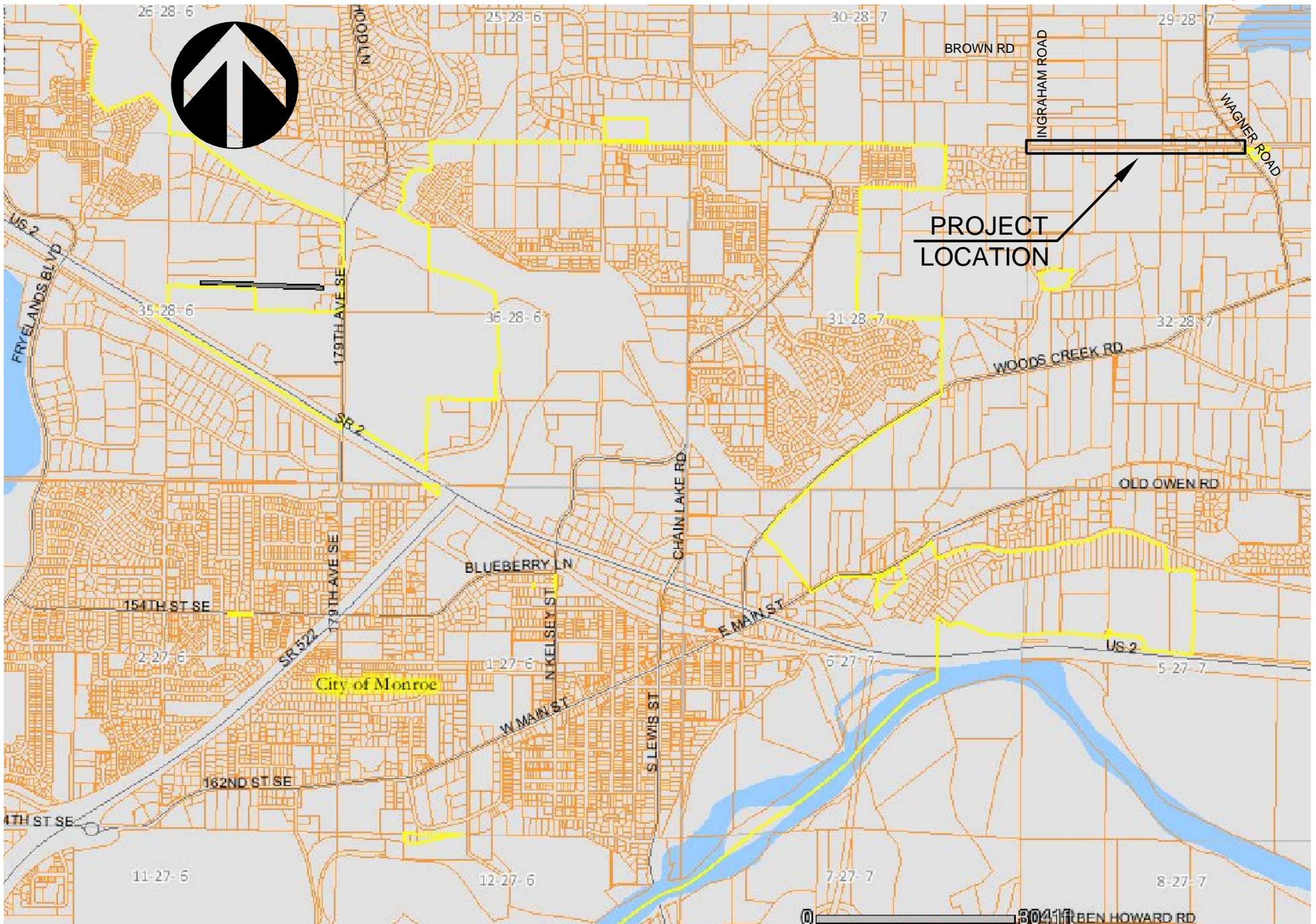
	Anticipated 2019 Expenses	Actual 2019 Expenses
Snohomish County permits	\$ 20,000	\$ 170.00
Advertisement / public notice	\$ 2,000	\$ 769.86
Construction	\$1,500,000	\$ 876,882.39
Services during construction	\$ 69,090	\$ 2,314.15
TOTAL	\$1,591,090	\$ 880,136.40

TIME CONSTRAINTS

Once the project is accepted by Council, the City has sixty days to release the retainage. Any delays in acceptance could put the City out of compliance with RCW 60.28.

ALTERNATIVES

Do not approve. Provide direction to staff.



1 VICINITY MAP



MONROE CITY COUNCIL

Agenda Bill No. 20-010

SUBJECT:	Accept Project / Begin Lien Period for 182nd Avenue Water Main Project
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Public Works Design & Construction	Kim Klinkers	Scott Peterson	Consent Agenda #7

Discussion: 01/16/2018; 09/10/2019; 01/21/2020

Attachment: 1. Project Location Map

REQUESTED ACTION: Move to accept the 182nd Avenue Water Main Project, M2018-0005, and begin the 45-Day Lien Period; and authorize release of retainage upon filing of Notice of Completion and receipt of State of Washington releases.

POLICY CONSIDERATIONS

A project must be accepted by the governing body after all contract work has been completed and required documentation has been received. Once accepted, the Forty-Five-Day Lien Period begins. Within sixty days after project acceptance, and upon receipts of certification from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, the governing body shall release any retainage withheld from the contractor.

DESCRIPTION / BACKGROUND

The 182nd Avenue Water Main Project was authorized by Council at the January 16, 2018, regular business meeting. The initial project scope was to replace approximately 1,300 feet of aging four-inch diameter asbestos cement water main along 182nd Avenue, between 154th Street and 150th Street (crossing under SR 522), replace two fire hydrants, and connect 38 residences to the new main.

During the design phase, engineering staff worked with a geotechnical consultant in an attempt to acquire a utility permit from the Washington State Department of Transportation (WSDOT) for this project. WSDOT required subsurface investigations, structural wall analysis, and extensive groundwater monitoring. To meet the 2019 construction schedule and approved budget, staff facilitated a value engineering analysis and concluded that this project should be phased. As a result, the project limits for the initial phase in 2019 are along 182nd Avenue, from 154th Street to SR 522. Refer to Attachment 1 for the Project Location Map.

This phase of the 182nd Avenue Water Main Project provides for the installation of approximately 700 feet of new eight-inch diameter ductile iron water main, two new fire hydrants, 35 service connections and other work, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.

The final phase is programmed for 2021 / 2022 per the adopted Capital Facilities Plan. To meet the original intent of the 182nd Avenue Water Main Project and complete the remaining phase, the Capital Facilities Plan has \$30,000 budgeted in 2021 and \$298,667 budgeted in 2022.

On August 6 and August 13, 2019 the 182nd Avenue Water Main Project was advertised for contractor bids. The Engineer’s probable cost opinion was \$530,000. On August 22nd, seven bids were received and opened with bids ranging from \$287,422 to \$499,377, inclusive of sales tax. After review, state licensing verification, and reference calls, the lowest responsive bidder was D&G Backhoe, Inc. and was awarded the construction contract for \$287,422. This contract was authorized by Council during the September 10th regular business meeting.

D&G Backhoe, Inc. received a “Notice to Proceed” effective September 23rd. All of the work was completed on schedule and under budget, and per contract requirements. The project reached physical completion status on November 12th. The final construction cost was \$280,438.

FISCAL IMPACTS

A summary of the construction contract with D&G Backhoe, Inc. is listed below:

Original Construction Contract:	\$ 287,422
Change Orders:	\$ 0
Final Amount Due to Contractor:	\$ 280,438*
Contractor Payments to Date:	\$ 267,609
Retainage Withheld:	\$ 12,828

*Based on actual work and cost incurred to complete this project. Actual material quantities were less than the estimated quantities, and provisions for unforeseen underground conflicts did not need to be utilized. As a result, the final amount due to contractor is less than the construction contract.

The 2019 Water Utility Capital Fund (F412) included \$814,825 for the 182nd Avenue Water Main Project. The following table summarizes the final project finance position:

	Anticipated 2019 Expenses	Actual 2019 Expenses
WSDOT Coordination	\$ 10,000	\$ 4,743
Advertisement / printing service	\$ 2,000	\$ 570
Construction	\$ 797,825	\$ 280,438
Material testing services	\$ 5,000	\$ 1,331
TOTAL	\$ 814,825	\$ 287,082

TIME CONSTRAINTS

Once the project is accepted by Council, the City has sixty days to release the retainage. Any delays in acceptance could put the City out of compliance with RCW 60.28.

ALTERNATIVES

Do not approve. Provide direction to staff.

Attachment 1: Project Location Map

**182nd Avenue Water Main Project
154th Street SE to SR 522**





MONROE CITY COUNCIL

Agenda Bill No. 20-011

SUBJECT:	Authorize Mayor to Sign Supplement Agreement No. 5 with WH Pacific for Chain Lake Road Phase 2a, Civil and Structural Design Services
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Public Works Design & Construction	Jim Gardner	Scott Peterson	Consent Agenda #8

Discussion: 12/11/2012; 02/18/2014; 07/18/2017; 01/16/2018; 02/20/2018; 08/14/2018; 06/11/2019; 1/21/2020

Attachments:

1. Supplement Agreement No. 5
2. Vicinity Map

REQUESTED ACTION: Authorize the Mayor to sign Supplement Agreement No. 5 with WH Pacific amending the scope of work to include additional engineering and administrative costs for the Chain Lake Road Phase 2a Civil and Structural Design Services; increasing the budget to not exceed \$303,719.66; and expressly authorize further minor revisions as deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

The Chain Lake Road Phase 2a project proposes to provide a ten foot wide concrete pedestrian and bicycle trail on the west side of Chain Lake Road, from the existing trail terminus north of Rainier View Road to the proposed Gilmartin Plat near Brown Road (attachment 2).

The project includes preparation of design documents, purchase of necessary right-of-way, and eventual construction of the trail. Once complete, this project will significantly improve pedestrian and bicyclist access and safety along this stretch of the road.

The Puget Sound Regional Council (PSRC) awarded two grants to the City. The first grant, awarded May 11, 2016, helps fund design and the purchase of right-of-way for the project in the amount of \$583,527. The second grant, awarded December 27, 2016 for \$1,515,692 and later increased to \$1,845,692, will be applied toward the construction phase of the pedestrian/bicycle path. Both grants were previously accepted through Council action.

The City solicited engineering design services to prepare the design documents. On January 16, 2018, City Council authorized the Mayor to sign the agreement with WH Pacific for civil design services in the amount of \$194,046. The following bullet points summarize the Contract Supplements approved after the original agreement:

- Supplement No 1, approved on February 20, 2018 and increasing the contract by \$7,005, addressed the need for a wetland delineation which was not included in the original agreement. A delineation was required to provide wetland boundaries and have surveyors map them. This delineation included a report that described all delineated wetlands, streams and open water features, mapping, field data, ground level and aerial photographs.
- Supplement No. 2, approved on June 14, 2018, had no cost impacts. It only addressed additional Underutilized Disadvantaged Business Enterprises language that the State now requires.
- Supplement No. 3, approved on August 14, 2018 and increasing the contract by \$49,002.52, incorporated the additional design effort to customize the trail location within

the right-of-way corridor that significantly reduced the need for retaining walls and resulted in construction cost savings.

- Supplement No. 4, approved on June 11, 2019 and increasing the contract by \$38,665.80, provided additional compensation for two additional tasks. The first task allows the Consultant to analyze the use of Engineered Fill for infiltration of stormwater runoff and the second task is for the Design Consultant to supply the Right-of-Way Consultant with legal descriptions for recording slope and temporary construction easements.
- Supplement No. 5 increases the contract by \$15,001 and provides additional compensation for revisions necessary as a result of ROW negotiations. It covers additional design items negotiated with the property owners and agreed to by the City to construct as part of the project.

FISCAL IMPACTS

The approved 2020 Streets Capital 318 Fund budgeted \$3,241,350 for this project. Supplement #5 will increase design costs by \$15,000.34. A summary of the 2020 anticipated expenses is shown in the table below. Grants will pay for 86.5% of the cost to construct, up to \$1,845,692. Design and right-of-way acquisition costs were expected to be complete before 2020 and therefore not included in the project's 2020 estimation. However, construction costs are tracking to be lower than expected as shown in the table, resulting in the project still tracking overall to be within the 2020 anticipated/budgeted project cost.

Table 1, 2019 Budget

Phase	2019 Project Budget	2019 Cost	2019 FHWA Grant Reimbursed	2019 City 318 CIP Fund Share
PE	33,075.00	102,607.96	1,532.00	101,075.96
ROW	703,925.00	330,278.69	65,072.56	265,206.13
CN	0	0	0	0
TOTAL	737,000.00	432,886.65	66,604.56	366,282.09

Table 1, 2020 Budget

Phase	2020 Project Budget	2020 Estimated Cost	2020 FHWA Grant Reimbursed	2020 City 318 CIP Fund Share
PE	0	15,001.00	0	15,001.00
ROW	0	577,660.00	423,652.44	154,007.56
CN	3,241,350	2,133,748.00	1,845,692.00	288,056.00
TOTAL	3,241,350	2,726,409.00	2,269,344.44	457,064.56

TIME CONSTRAINTS

The supplement is required to complete the design of this project. Project delays could create issues with the project delivery timeline both with the consultant and the requirements of the federal grant.

ALTERNATIVES

1. Do not approve. Provide direction to areas of concern.



Supplemental Agreement Number <u>5</u>		Organization and Address	
Original Agreement Number CM-2629(001)		WHPacific, Inc. 19201 120th Ave NE, Ste 201 Bothell, WA 98011 Phone: 425-591-4823	
Project Number M2016-0011	Execution Date January 16, 2018	Completion Date December 31, 2021	
Project Title Chain Lake Road 2A Civil and Structural Design		New Maximum Amount Payable 303,719.66	
Description of Work Original scope remains, add the following tasks:			

The Local Agency of City of Monroe
 desires to supplement the agreement entered in to with WHPacific, Inc.
 and executed on 1/16/18 and identified as Agreement No. 5
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
 As shown on attached exhibit A-4, Extra Work.

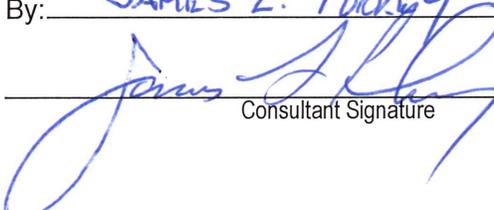
II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: ROW schedule potential delays, extend one year for construction support for agency.

III

Section V, PAYMENT, shall be amended as follows:
 As shown on attached Exhibit D-4, an additional \$ 15,000.34

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: JAMES L. PUCKEY By: Geoffrey Thomas
 _____
 Consultant Signature Approving Authority Signature

 Date



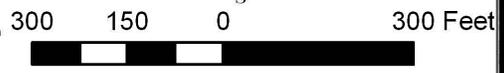
Project Limits

Brown Rd

Chain Lake Road

Country Crescent

Chain Lake Road Sidewalk





MONROE CITY COUNCIL

Agenda Bill No. 20-012

SUBJECT:	Authorize Mayor to Sign an Interagency Agreement with Washington State Parks and Recreation Commission for the River Interpretive and Wayfinding Signage Project
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Parks & Recreation	Denise Johns	Denise Johns	Consent Agenda #9

Discussion: 1/14/2020
Attachments: 1. Interagency Agreement

REQUESTED ACTION: Move to authorize the Mayor to sign the Interagency Agreement with Washington State Parks and Recreation Commission for the River Interpretive and Wayfinding Signage Project; and authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS

The City’s adopted Parks, Recreation & Open Space (PROS) Plan include the following policies for the Council’s consideration: P.198 Participate in federal and state loan and grant programs to take full advantage of park and recreation financial assistance. P.50 Provide environmental education sponsored by the Parks Department or in partnership with other groups, organizations or institutions.

DESCRIPTION/BACKGROUND

The City received notice of a successful application requesting \$20,000 in grant funding for Interpretive and Wayfinding Signage (Project) to initiate implementation of the Skykomish-Snohomish Rivers Recreation Concept Plan (Plan). Washington State Parks and Recreation Commission (State Parks) will donate to the project to promote the Plan and State Park’s goals to promote river stewardship, safety, and sustainable recreation.

The Project will fund the design, purchase, and installation of two interpretive stations which will provide information regarding best practices for accessing and recreating within a wild, salmon-bearing river; safe personal use; and rules regarding boater’s responsibilities at Lewis Street Park and Lewis Street, Department of Fish & Wildlife’s boat launch facility. The project supports the Plan’s stated ‘Early Action Priorities’ by providing educational materials on river etiquette, regulatory and safety information, ecological stewardship, and the ‘Leave no Trace’ ethic. The grant project is expected to be completed by summer 2020.

FISCAL IMPACTS

State Parks is contributing \$5,000 to be added to Forterra’s grant of \$20,000. Funding will cover the Project’s translation fees, fabrication, and delivery. Parks staff will assemble and format existing interpretive information prior to fabrication, and City installation crews will prepare the site and install prepared signage. These grant revenues and associated costs are budgeted in 2020 in Fund 317 – Parks Capital. There is no net cost to the City.



MONROE CITY COUNCIL

Agenda Bill No. 20-012

TIME CONSTRAINTS

Execution of the agreement will allow for the project to proceed. The agreement expires December 31, 2020.

ALTERNATIVES

Do not approve the agreement and provide direction to the Mayor and Staff regarding areas of concern, and to bring back an amended agreement for consideration by the Council at a special meeting.



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
CITY OF MONROE, PARKS AND RECREATION DEPARTMENT

AGREEMENT NO. IA 921-112

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and City of Monroe, Parks and Recreation Department hereinafter referred to as the "City".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of State Parks and that the City can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The City shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

State Parks will donate, and the City will accept and use, certain funding contributions and materials for its Forterra Grant-funded signage project in support of the *Skykomish-Snohomish Rivers Recreation Concept Plan*. The signage project will include promotion of river boating safety.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by State Parks, and be completed on December 31, 2020 unless terminated sooner as provided herein. Agreement shall automatically expire on December 31, 2020, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Five Thousand, and No/100ths Dollars (\$5,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

BILLING PROCEDURE

The City shall submit invoices no more often than monthly. Payment to the City for approved and completed work will be made by warrant or account transfer by State Parks within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or

violation is not corrected; this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for the City is: Denise Johns, Senior Planner, (360) 863-4525

The Project Representative for State Parks is: Rob Sendak, Boating Program Manager, (360) 863-4525

IN WITNESS WHEREOF, the parties have executed this Agreement.

**City of Monroe
Mayor Geoffrey Thomas**

**Washington State Parks and
Recreation Commission**

By: _____

By: _____

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07



MONROE CITY COUNCIL

Agenda Bill No. 20-013

SUBJECT:	<i>Authorize Mayor to Sign 2020 Skyhawks Sports Camps Agreement</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/20	Parks & Recreation	Mike Farrell	Mike Farrell	Consent Agenda #10

Discussion: 01/21/2020

Attachments: 1. Agreement for Services with Skyhawks Sports Academy, Inc. (reviewed and approved as to form by the City Attorney)

REQUESTED ACTION: Move to authorize the Mayor to sign the 2020 Agreement for Services with Skyhawks Sports Academy, Inc.; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

POLICY CONSIDERATIONS

The City’s adopted Parks, Recreation & Open Space (PROS) Plan include the following policies for the Council’s consideration: P.183 Offer recreation programs that utilize the unique resources and variety of facilities provided within Monroe’s park, recreation and usable open space system. P.184 Offer recreation programs that are responsive to population demographics, cultural qualities and growth needs. P.185 Offer recreation programs and services that are charged as appropriate to recover costs.

DESCRIPTION/BACKGROUND

Skyhawks is one of the nation’s leading providers of quality youth sports camp programs. The youth sports camps complement existing youth sports programs in our community and serve youth from the ages of four through twelve; one of Monroe’s largest demographics. Entering the twelfth year of services for the City, the Skyhawks program has been a consistent success, serving hundreds youth and bringing in new revenue.

As a contracted service, Skyhawks will handle all registrations, collect fees, market the camps, staff and implement the programs, provide customer service, and seek to actively participate in various community events. The City of Monroe will provide park facilities for the camps, which furthers our goal of maximizing their use.

FISCAL IMPACTS

The City of Monroe will receive compensation based on 2020 registration records, with the City receiving fifteen percent of total registration fees charged and collected. For 2019, this amount was over \$1,270.00.

TIME CONSTRAINTS

Printing and other marketing will begin at the end of this month.

ALTERNATIVES

Do not approve the contract and provide direction to the Mayor and Staff regarding areas of concern, and to bring back an amended contract for consideration by the Council at a special meeting.

**CITY OF MONROE
AGREEMENT FOR SERVICES
CONSULTANT: SKYHAWKS SPORTS ACADEMY, INC.**

THIS AGREEMENT made this ____ day of _____, 2020, by and between the City of Monroe, Washington, a municipal corporation, hereinafter referred to as the "City," and Skyhawks Sports Academy, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens;
and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall submit payment to the City of Monroe, pursuant to Exhibit "A".

Consultant shall pay the City:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "B," Taxpayer Identification Number, prior to or along with the first invoice submittal. The Consultant shall pay the City of Monroe for services rendered within ten days after the term of services is complete.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending October 15, 2020, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

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

6. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees (collectively "claims"), and specifically including without limitation claims for injury or death of any person, or for the loss or damage to property, arising out of or resulting from the acts, errors or omissions of the Consultant and/or the use of the City's property and/or facilities, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or the use of the City's property and/or facilities hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage.
2. General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, athletic participants, operations, products-completed operations, independent contractors, personal injury, contractual and advertising injury. The City shall be named as an additional insured under the Consultant's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for athletic participant liability with limits of not less than \$1,000,000.

Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

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

No Limitation

Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.

8. Record Keeping and Reporting; Disclosure.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all

direct and indirect revenue of any nature incurred and services performed pursuant to this Agreement. The Consultant shall report sales tax due according to state guidelines of Code #3112 and will code tax revenue to the City of Monroe. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds incurred by the Contractor to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

C. Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The Consultant may reasonably charge the City for such copies requested at actual cost.

D. Separate from and additional to the foregoing, the Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by the Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five business days.

The Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall fully indemnify and hold harmless the City as set forth in Section 6.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the City shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The City reserves the right to terminate this Agreement with not less than seven days written notice, or in the event that outstanding balances are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

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

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

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

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

16. Notices.

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

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

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

Skyhawks Sports Academy
6311 E. Mt. Spokane Park Dr.
Mead, WA 99021

17. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

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

19. Background Check. The Consultant warrants and represents that Consultant and every employee, subcontractor and agent of Consultant performing work or otherwise using the City's premises under this Agreement shall have successfully passed a background check pursuant to RCW 43.43.830 -.845. For purposes of this section, "successfully passed" shall mean that the background check has not revealed any "crime against children or other persons" as defined by RCW 43.43.830.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF MONROE, WASHINGTON

CONSULTANT

Geoffrey Thomas, Mayor

(Printed Name/Title)

(SEAL)

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

Elizabeth Adkisson, MMC, City Clerk

J. Zachary Lell, City Attorney

EXHIBIT A SCOPE OF SERVICES

The City of Monroe will provide:

1. The information needed to schedule programs appropriately;
2. Assistance in reserving appropriate facilities to offer scheduled programs;
3. Access to City of Monroe bathroom facilities;
4. Assistance in gaining permission to distribute informational flyers.

Skyhawks Sports Academy, Inc. will provide:

1. Quality summer camp programs for children (see attached camp schedule);
2. On-line registration for participants on its website;
3. Compensation based on 2020 Skyhawks Camp registration records with the City receiving 15% of total registration fees charged and collected;
4. Access to school facilities (if needed) for bathroom and phone use;
5. Administrative coordination associated with the programs;
 - Promotions & Marketing
 - Registration
 - Phone calls
 - Confirmation
 - Program Implementation
 - Payroll
 - Concerns, and Questions
6. Promotional Media;
 - Program Guides directly mailed to available lists
 - Fliers –6,900 to be mailed/distributed to Monroe residents incl. postage
 - Camera ready Organizational Publication Insert
7. Certificate of liability insurance;
8. Employment opportunities for local high school students, college students and educators/coaches;
9. Immediate and full refund of fees to all registered participants of any and all cancelled programs.
10. A program that will not discriminate.

2020 City of Monroe Skyhawks Sports Camp Schedule

Date	Sport	Location	Ages	Time	Fees
6/29- 7/2	Basketball	Lake Tye Park	6-12	9-3pm	\$125
7/6- 7/10	Mini-Hawk*	Lake Tye Park	4-7	9-12	\$125
7/6- 7/10	Multi-Sport^	Lake Tye Park	6-12	9-3pm	\$155
7/13 – 7/17	Cheerleading	Lake Tye Park	5-10	9-12	\$125
7/13 – 7/17	Soccer	Lake Tye Park	6-12	9-3pm	\$155
7/22- 7/24	Mini-Hawk*	Lake Tye Park	4-7	9-12	\$125
7/20- 7/24	Multi-Sport^	Lake Tye Park	6-12	9-3pm	\$155
7/27 – 7/31	Lacrosse	Lake Tye Park	7-12	9-12	\$125
8/3 – 8/7	Tennis	Lake Tye Park	6-12	9-12	\$125

*Soccer, Baseball, Basketball

^Soccer, Baseball, Flag Football

EXHIBIT B

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- | | | |
|---|---|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government
Consultant |
| <input type="checkbox"/>
Individual/Proprietor | <input type="checkbox"/> Other
(explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



MONROE CITY COUNCIL

Agenda Bill No. 20-014

SUBJECT:	Authorize Preparation of Plans and Specifications/Solicitation of Bids for Construction (2020 Capital Improvement Projects)
-----------------	--

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Public Works Design & Construction	Scott Peterson	Scott Peterson	Consent Agenda #11

Discussion: 01/21/2020
Attachments: 1. Project Descriptions
 2. Project Location Map

REQUESTED ACTION: Move to authorize the preparation of plans and/or specifications and an estimate of project cost for the following 2020 Capital Improvement Projects: 2020 Annual Road Maintenance, N. Madison Street Improvements, Rainier View Rd PRV, S. Taft Lane Sewer Main Replacement, Woods Creek Rd Water Main Replacement, Lake Tye Stormwater Improvements, and 2021 Annual Road Maintenance.

POLICY CONSIDERATIONS

In accordance with the City of Monroe Procurement Policies & Procedures, Section 5, Public Works Projects, City Council approval is required for the preparation of Plans, Specifications, and Estimate for projects costing over \$100,000.

DESCRIPTION/BACKGROUND

The Public Works Design and Construction Division requests Council authorization to develop plans, specifications, and estimates for the following new projects, which are part of the Capital Facilities Plan adopted by the City Council on November 12, 2019 (Ord. 022/2019):

1. 2020 Annual Road Maintenance
2. N. Madison Street Improvements
3. Rainier View Rd PRV
4. S. Taft Lane Sewer Main Replacement
5. Woods Creek Rd Water Main Replacement
6. Lake Tye Stormwater Improvements
7. 2021 Annual Road Maintenance

See Project Descriptions and Map for more detailed information (Attachments 1 and 2).

FISCAL IMPACTS

The table on the following page identifies the funding by source for each of these projects along with the 2020 budgets:

Project Name	Phase	Street 318	Water 412	Sewer 422	Storm 432
<i>2020 Annual Road Maintenance</i>	PE/CN	\$1,241,415			
<i>N. Madison Street Improvements</i>	PE	\$ 25,000	\$ 25,000	\$ 25,000	
<i>Rainier View Rd PRV</i>	PE/CN		\$ 277,830		
<i>S. Taft Lane Sewer Main Replacement</i>	PE			\$ 16,800	
<i>Woods Creek Rd Water Main Replacement</i>	PE		\$ 297,596		
<i>Lake Tye Stormwater Improvements</i>	PE				\$ 277,493
<i>2021 Annual Road Maintenance</i>	PE	X			
Total		\$1,266,415	\$ 600,426	\$ 41,800	\$ 277,493

PE = Design; CN = Construction

The amount for annual road maintenance (\$1,241,415) is reimbursed to the City by the Monroe Transportation Benefit District.

TIME CONSTRAINTS

Approval is requested by Council to advance project development. Without approval, the projects will be placed on hold and cause delays in each of the projects' timelines.

ALTERNATIVES

Do not authorize the preparation of plans and/or specifications; and provide direction to the Mayor and staff regarding areas of concern.



PROJECT DESCRIPTIONS

The information provided below includes a brief description of the new project and a table indicating anticipated project cost by phase and fund. The associated phases of a project include Design (PE), Right-of-Way acquisition (RW), and Construction (CN).

1. 2020 ANNUAL ROAD MAINTENANCE

The City has budgeted approximately \$1,241,415 toward preserving existing streets in 2020. Work elements include new asphalt surfacing, roadway striping, and upgrading adjacent sidewalk ramps to current standards. The street fund will be reimbursed by the voter approved Transportation Benefit District (TBD). All design and construction will occur in 2020.

Phase	Street 318
PE (2020)	30,000
RW	
CN (2020)	1,211,415
Total	1,241,415

Road Name*	From	To
154th St SE	166 th Ave SE	Mulberry Dr
Cascade View Dr	US 2	NE end
Village Way	W Main St	W Main St
Main St	Madison St	Lewis St

**Preliminary road list*

2. N. MADISON STREET IMPROVEMENTS

This project will reconstruct N. Madison Street, from Main Street to Elizabeth Street. Primary work elements include replacing the asphalt, curbing and sidewalk, replacing the aging sewer and water mains within the street, and constructing a new stormwater system that will separate stormwater runoff from entering the city's sanitary sewer system. The Department of Ecology has awarded \$1,299,625 in a Stormwater Financial Assistance Program (SFAP) grant to help fund the new stormwater element.

Phase	Street 318	Water 412	Sewer 422	Storm 432	Total
PE (2020)	25,000	25,000	25,000		75,000
RW					
CN (2021)	740,086	408,324	1,920,305		3,068,715
Total	765,086	433,324	1,945,305		3,143,715

3. RAINIER VIEW RD PRV

This project will increase water system reliability by installing a pressure reducing valve (PRV) between two of the City's pressure zones: Wagner 517 and The Farm 440. This PRV is proposed along Rainier View Road, but further analysis may identify 199th Avenue SE as the more optimal location for this valve.

Paid through existing water rate revenues.

Phase	Water 412
PE (2020)	50,000
RW	
CN (2020)	227,830
Total	277,830

4. S. TAFT LANE SEWER MAIN REPLACEMENT

This project replaces aging sewer main, beginning at McDougall Street and ending at a newer manhole located approximately 300 feet north in Taft Lane .

Paid through existing sewer rate revenues.

Phase	Sewer 422
PE (2020)	16,800
RW	
CN (2021)	64,999
Total	81,799

5. WOODS CREEK RD WATER MAIN REPLACEMENT

This project replaces approximately 750 feet of aging water main located under Woods Creek Road, between US 2 and Tjerne Place SE. Once the replacement is complete, this street segment will receive new asphalt surfacing and upgrade the sidewalk ramps to current federal standards.

Paid through existing water rate revenues.

Phase	Water 412
PE (2020)	297,596
RW	
CN (2021)	1,249,905
Total	1,547,501

6. LAKE TYE STORMWATER IMPROVEMENTS

The existing stormwater treatment bioswale and treatment pond has been compromised and no longer functional. In 2019, the City consulted with BHC Consultants Inc to evaluate the contributing drainage basin and provide recommendations to either re-establish the existing system or install a different system. This project will select the best system for Lake Tye and complete the design in 2020. Actual construction is proposed in 2021.

Paid through existing storm rate revenues.

Phase	Storm 432
PE (2020)	277,493
RW	
CN (2021)	559,133
Total	836,626

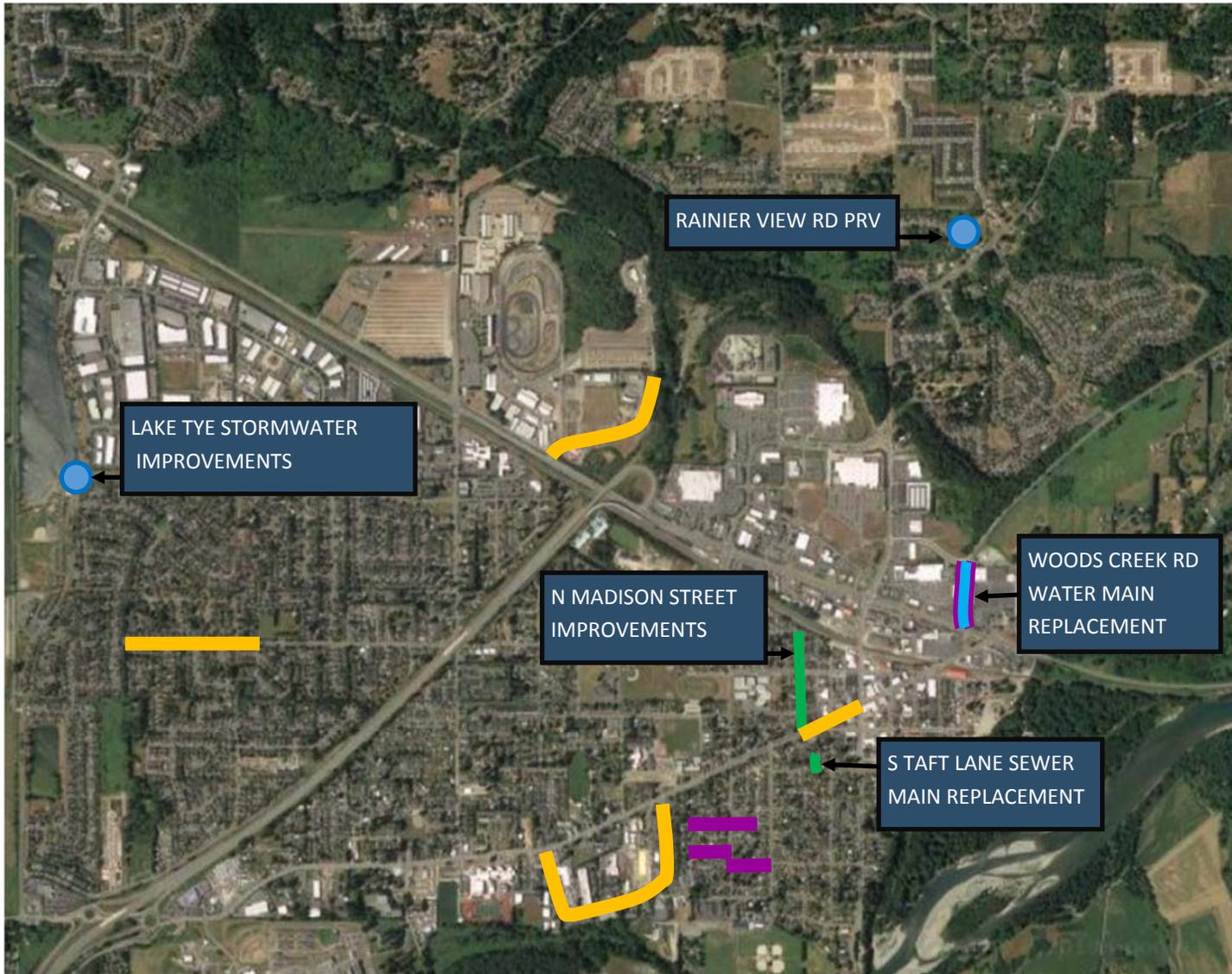
7. 2021 ANNUAL ROAD MAINTENANCE

The City plans on spending \$1,303,486 toward preserving existing streets in 2021. Work elements include new asphalt surfacing, roadway striping, and upgrading adjacent sidewalk ramps to current standards. The street fund will be reimbursed by the voter approved Transportation Benefit District (TBD). Preliminary design will occur in 2020, while final design and construction will occur in 2021.

Phase	Street 318
PE (2021)	30,000
RW	
CN (2021)	1,273,486
Total	1,303,486

Road Name*	From	To
Powell St	Kelsey St	S Sams St
Monroe St	Park St	Kelsey St
Roberts St	Park St	Adams Ln
Woods Creek Rd	US 2	Tjerne PI SE

**Incomplete, preliminary road list*



-  2020 Annual Road Maintenance, preliminary roads to be included
-  2021 Annual Road Maintenance, preliminary roads to be included

PROJECT LOCATION MAP



MONROE CITY COUNCIL

Agenda Bill No. 20-015

SUBJECT:	Accept E2SHB 1923 (2019) Grant Funding to Address Housing Affordability and Authorize the Mayor to Sign Department of Commerce Agreement to Adopt a Housing Action Plan
-----------------	--

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Community Development	Ben Swanson	Ben Swanson	Consent Agenda #12

Discussion: 01/21/2020
Attachments: 1. Department of Commerce Award Letter
 2. Department of Commerce Grant Agreement

REQUESTED ACTION: Move to accept the grant funding from the Department of Commerce in the amount of \$50,000; authorize the Mayor to sign the Agreement; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

POLICY CONSIDERATIONS

Under RCW 35A.33, Council as the legislative body for the City approves revenues for the fiscal budget. The policy question for the City Council is whether to sign an Agreement with the Department of Commerce for financial support in the form of a grant.

DESCRIPTION/BACKGROUND

In October 2019, the City of Monroe applied for a Department of Commerce grant funded through E2SHB 1923, which provided \$5 million to increase residential building capacity in Washington communities. Of the list of eligible activities, as defined in the bill, the City chose to adopt a housing action plan with a total funding request of \$50,000.

The goal of a housing plan is to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family market.

The City of Monroe has planned for growth in the Comprehensive Plan. Growth targets require a population capacity of 24,754 in 2035. With the new density limits under the newly adopted Unified Development Regulations (UDR), Monroe now has a population capacity of 25,306 in 2035.

Although the City has the capacity to accommodate growth, the challenge is creating opportunities for non-profit and for-profit developers to build a variety of housing developments for all income levels. Pursuing a Housing Action Plan will provide the City with a clear vision and strategies to increase residential building capacity and/or streamline regulations.

As part of the Housing Action Plan, the city will focus on the following strategies:

- Helping people stay in affordable housing
- Creating a variety of housing choices
- Creating more affordable housing
- Unlock housing supply by making it easier to build
- Identify public lands for housing opportunities

Public involvement will be key in this process. The City wants to hear from all groups who have an interest in affordable housing and residents from all income levels. The Affordable Housing Committee will be able to provide input on proposed strategies as well as the Planning Commission.

The Housing Action Plan will provide guidance to the City when planning for the future and will be instrumental when drafting the Comprehensive Plan 2023 Update.

The City hopes that the Housing Action Plan will stimulate development of new housing, preserve existing affordable housing, and improve the overall quality of life in the City. Addressing the affordable housing crisis is a top priority for the City and the goal is to create an inclusionary community through quality development and collaboration.

FISCAL IMPACTS

There is no match requirement in order to receive this grant award. The grant is reimbursement based. Qualified expenditures made by the City are not to exceed the grant award amount of \$50,000.

TIME CONSTRAINTS

Deadline to complete the work is June 30, 2021.

ALTERNATIVES

Do not accept the grant.



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

November 5, 2019

The Honorable Geoffrey Thomas
Mayor of Monroe
806 W Main Street
Monroe, Washington 98272

RE: E2SHB 1923 Grant – Increasing Residential Building Capacity

Dear Mayor Thomas:

I am pleased to inform you that the city of Monroe has been awarded \$50,000.00 in grant funds for the 2019-21 Biennium to assist with increasing urban residential building capacity and streamlining regulations. The Washington State Legislature created this new grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019), which provides a number of eligible land use planning activities for cities to consider implementing to increase housing capacity.

Your jurisdiction recently submitted a grant application, identifying actions it intends to develop and adopt, as well as its grant funding need to assist with this work. Your scope of work and budget must be consistent with the scope of work and budget included in your grant application.

This grant will be administered by the Washington Department of Commerce, Growth Management Services unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 28, 2019, the effective date of E2SHB 1923.

Matt Ojennus, Senior Planner is available to help you if you have any questions. Please call (360) 725-4047 or matthew.ojennus@commerce.wa.gov for assistance with this contract going forward.

Sincerely,

Dave Andersen, AICP
Managing Director
Growth Management Services

cc: Anita Marrero, Senior Planner
Matt Ojennus



Department of Commerce

Interagency Agreement with

City of Monroe

through

Growth Management Services

For

E2SHB 1923 Grant to adopt a Housing Action Plan

Start date:

Date of Execution

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Contract Management	1
3.	Compensation	1
4.	Expenses.....	1
5.	Billing Procedures and Payment.....	1
6.	Insurance.....	2
7.	Subcontractor Data Collection	2
8.	Order of Precedence.....	2

General Terms and Conditions

1.	Definitions	3
2.	All Writings Contained Herein.....	3
3.	Amendments.....	3
4.	Assignment	3
5.	Confidentiality and Safeguarding of Information.....	3
6.	Copyright.....	4
7.	Disputes	4
8.	Governing Law and Venue	4
9.	Indemnification.....	5
10.	Licensing, Accreditation and Registration	5
11.	Recapture	5
12.	Records Maintenance	5
13.	Savings	5
14.	Severability	5
15.	Subcontracting	5
16.	Survival	6
17.	Termination for Cause	6
18.	Termination for Convenience.....	6
19.	Termination Procedures	6
20.	Treatment of Assets.....	7
21.	Waiver.....	8

Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 20-63314-042

**Washington State Department of Commerce
Local Government Division
Growth Management Services
E2SHB 1923 Grant**

1. Contractor City of Monroe 806 W Main Street Monroe, WA 98272		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Anita Marrero Senior Planner (360) 863-4513 amarrero@monroewa.gov		4. COMMERCE Representative Matt Ojennus Senior Planner (360) 725-4047 matthew.ojennus@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$50,000	6. Funding Source State of Washington	7. Start Date Date of Execution	8. End Date June 30, 2021
9. SWV # SWV0013137-00		10. UBI # 315-000-026	
11. Contract Purpose E2SHB 1923 (2019) grant funding to address housing affordability.			
12. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Geoffrey Thomas, Mayor City of Monroe _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **fifty thousand dollars (\$50,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-042. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Action: 1			
Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households.			
Steps/ Deliverables	Description	Start Date	End Date
Step 1.1	Draft RFP and secure consultant services	1/2020	2/2020
Deliverable 1	Consultant contract		4/30/2020

Action: 2			
Analyze population and employment trends, with documentation of projections.			
Steps/ Deliverables	Description	Start Date	End Date
Step 2.1	Gather relevant data	3/2020	4/2020
Step 2.2	Analyze relevant data	4/2020	5/2020
Step 2.3	Create document from collected information	5/2020	6/2020
Deliverable 2	Draft Housing Needs Assessment		7/31/2020

Action: 3			
Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups.			
Steps/ Deliverables	Description	Start Date	End Date
Step 3.1	Draft and Implement Public Participation Plan	5/2020	6/2020
Step 3.2	Open House to make comments on the draft housing action plan	7/2020	7/2020
Step 3.3	Schedule additional public meetings as needed.	8/2020	8/2020
Deliverable 3	Public Participation Plan		5/31/2020

Action: 4

Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions.

Review and evaluate the effectiveness of existing code provisions related to housing affordability.

Steps/ Deliverables	Description	Start Date	End Date
Step 4.1	Review and evaluation	8/2020	8/2020
Step 4.2	Recommendations	8/2020	8/2020
Deliverable 4	Review and recommendations summary		8/31/2020

Action: 5

Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection.

Consider strategies to minimize displacement of low-income residents resulting from redevelopment.

Develop a schedule of programs and actions to implement the recommendations of the housing action plan.

Steps/ Deliverables	Description	Start Date	End Date
Step 5.1	Develop strategies	9/2020	10/2020
Step 5.2	Analyze data	9/2020	9/2020
Step 5.3	Develop implementation schedule	11/2020	11/2020
Deliverable 5	Draft Housing Action Plan		12/31/2020

Action: 6

Housing Action Plan.

Steps/ Deliverables	Description	Start Date	End Date
Step 6.1	Draft housing action plan to Planning Commission	2/2021	3/2021
Step 6.2	Draft housing action plan to Council 1st Reading	4/2021	4/2021
Step 6.3	Draft housing action plan to Council for adoption	5/2021	5/2021
Step 6.4	Council adopts Housing Action Plan	5/2021	5/2021
Deliverable 6	Adopted Housing Action Plan		6/15/2021

Budget

Action / Deliverables	Commerce Funds
Deliverable 1. Consultant Contract	\$6,000
Deliverable 2. Draft Housing Needs Assessment	\$6,000
Deliverable 3. Public Participation Plan	\$6,000
Deliverable 4. Review and recommendations summary	\$8,000
Deliverable 5. Draft Housing Action Plan	\$9,000
Deliverable 6. Adopted Housing Action Plan	\$15,000
Total:	\$50,000

NOTE: The final Deliverable(s) for this grant represents thirty percent (30%) of the total grant award and payment is contingent upon submittal of a copy of the final, adopted local ordinances.



MONROE CITY COUNCIL

Agenda Bill No. 20-016

SUBJECT:	<i>Authorize Mayor to Sign Interagency Agreement with the Arlington Municipal Airport.</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Police	Jeff Jolley	Jeff Jolley	Consent Agenda #13

- Discussion:** 1/21/2020
- Attachments:**
1. Arlington Municipal Airport Agreement
 2. Interlocal Government Agreement Regarding In-Service Training Sessions

POLICY CONSIDERATIONS

LEXIPOL POLICY 204.4, Training Plan. All sworn members will successfully complete an annual in-service training program of no less than 24 hours.

DESCRIPTION/BACKGROUND

The use of the Arlington Municipal Airport is for the purpose of conducting required, annual Emergency Vehicle Operator Course (EVOC) training for the 2020 calendar year.

The City of Monroe has an interlocal government agreement (attachment 2) with the Snohomish County Regional Training Group which conducts regular in-service training to Snohomish County Law Enforcement Agencies on various topics to include Emergency Vehicle Operator Course (EVOC). The training “host” of the in-service training sessions is the City of Everett which has had an agreement with Arlington Municipal Airport in years past. The agreement is now required of all participating law enforcement agencies.

The acreage required for the driving training course is 2 acres, which costs \$144.60 per day as well as a yearly administrative fee of \$100 is paid by the “host” City of Everett for all participants out of the yearly fees collected from each agency.

FISCAL IMPACTS

The City of Monroe pays \$800 a year for the regional training. Fees associated with the Arlington Municipal Airport will be paid by the “host” City of Everett from these. The yearly cost is included in the 2020 budget.

TIME CONSTRAINTS

The agreement is for use of the Arlington Municipal Airport for the Emergency Vehicle Operator (EVOC) Training; beginning January 1, 2020 through December 31, 2020

ALTERNATIVES

Do not approve the agreement and provide direction to the Mayor and Staff regarding areas of concern.

**ARLINGTON MUNICIPAL AIRPORT
USE AGREEMENT**

VARIABLE SECTION:

General

The City of Arlington/Arlington Municipal Airport and the City of **Monroe** (“permittee”) agree that the permittee, may use and occupy the following prescribed real property (“the property” or “the premises”): that part of the land within the boundary of the Arlington Municipal Airport that is shown on the attached Exhibit A.

Such use is for the purpose of conducting driver training for the Everett Police Department and other members of the Regional Training Group established under INTERLOCAL GOVERNMENT AGREEMENT REGARDING IN-SERVICE TRAINING SESSIONS, including without limitation permittee, for the 2020 Calendar Year. Each occurrence of permittee’s use of the Premises under this agreement is an “event”.

1. Fees – This land use permit is issued for the periods listed above and may be reviewed by the Arlington City Council and Airport Commission on a yearly basis. This entire agreement is open to review and possible approval/disapproval on an annual basis by the City of Arlington/Arlington Municipal Airport. It is revocable for any breach of the conditions noted herein. **An administrative fee of \$100 is required each year this agreement is renewed.** Permittee is responsible for all damages.

The property being utilized shall be considered rented for any day in which the permittee conducts the event. This shall include the set-up and teardown of the event. The payment for this use fee shall be mailed or hand delivered to the City of Arlington or the Arlington Municipal Airport Office.

Acreage required for this usage totals **2 acres**, which equals **\$144.60 per day**. The land use fee shall be paid quarterly.

The permittee shall have the right of first refusal regarding use of the event site if another user approaches the airport for the use of the entire event site.

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MASTER SECTION:

1. Late Charges - There shall be assessed and the *permittee* shall pay upon any installment of the use fee or portion thereof not paid within twenty (20) days after such fee installment is due and payable, a late charge penalty for each week or fraction thereof the use fee or portion thereof is not paid equal to five percent (5%) of the amount for such use fee or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of such late charge penalty shall be added to the amount due each month, and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

2. Insurance

A. Insurance Term

The permittee shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the permittee and his or her guests, representatives, volunteers and employees.

B. No Limitation

Permittee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Required Insurance

Permittee's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as an additional insured on permittee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the permittee's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the permittee's insurance and shall not contribute with it.

D. City Full Availability of Permittee Limits

If the permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the permittee, irrespective of whether such limits maintained by the permittee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the permittee.

E. Certificate of Insurance and Acceptability of Insurers

The permittee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Participation in a City risk pool with equivalent coverage shall be considered compliant with this section.

3. Event Equipment - The *permittee* will supply at its expense all equipment to conduct the event including portable toilets, tents, portable operations buildings, food vending operations, fencing, and other miscellaneous equipment, such as aviation band radios, cell phones, etc.

It is agreed that: **(A)** The *permittee* will provide their own security service and also adequate fire extinguishers and signage to comply with requirement imposed by the Arlington Fire Department. **(B)** The *permittee* will provide adequate signage and guidance on roads and streets surrounding the airport to citizens attending the event. **(C)** The *permittee* shall observe all federal, state and local laws, orders or regulations applicable to the premises including the erection of antennas, signs, displays, and shall keep the premises in a neat, orderly, safe and sanitary condition. **(D)** The *permittee* shall not close any roadway normally in public use without proper approval.

4. Set-Up/Teardown - **(A)** The *permittee* shall coordinate the setup, erection, cordoning, blocking, rerouting, teardown, fencing, or other activities to prepare the premises for the event, all of which may have the potential for disrupting normal airport operations, with the Airport Manager prior to commencement of the same. A detailed plan may be required by the Airport Manager prior to approving the same. *Permittee* acknowledges that plans for activities which may interfere with the operational surfaces of the airport, including all runways, taxiways, landing areas, and surface roads, must be provided to the Airport Manager during regular business hours and in sufficient time for the Airport Manager to review and approve the same, and to give prior notice to the Federal Aviation Administration and the local users of the operational surfaces.

(B) All labor required for the setup, erection, cordoning, blocking, rerouting, teardown, fencing, or other activities to prepare the premises for the event shall be provided by *permittee* and at *permittee's* expense. In the event *permittee* wishes to contract with the airport for any of these services, the same shall be done by separate written agreement following the provision of an estimate for the same. Any charges resulting from said written agreement will provide for the reimbursement to the airport of its actual costs to provide the services. Provision of these services by the airport is discretionary, and is subject to the *permittee* providing the airport with sufficient advance notice so as to allow for planning to avoid undue hardship or excessive overtime costs.

(C) The *permittee* shall not cut any trees on the property without the prior approval of the Airport Manager, and shall take all reasonable precautions to prevent and suppress forest, brush and grass fire; to prevent the pollution of any water on or in the vicinity of the land; and to provide for the protection of game birds or animals and or domesticated animals known to frequent the areas of occupation. In addition, the *permittee* shall return the used site to the condition of that area prior to the event. This will include collection and removal of all litter, dismantling of all use structures, fences, portable toilets and other items connected with the event. Any vegetation disturbed during the use (i.e. turf) shall be returned to original condition. This will include seeding, fertilizing, watering, grooming and any other means necessary to return the vegetation to a condition that equals or betters its pre-event state. Also any pavement breakdown due to this use will be brought back to pre-use standard.

(D) Any and all airport surfaces used by the *permittee* shall be returned to the airport in a condition at least as good as before the event. Where any vegetation has been disturbed, *permittee* shall restore the same using appropriate landscaping practices, including the application of topsoil, fertilizer, seeding and watering, to ensure proper repair or restoration. The airport shall remain responsible for maintaining in the operational surfaces of the airport during the term of the use agreement; the responsibility for checking and grooming all non-operational surfaces shall be *permittees*.

(E) *Permittee* shall not alter any airport surface or facility without the prior written approval of the Airport Manager. Airport may, in airport's discretion, agree to share in the costs of any such improvements deemed by airport to be appropriate and of general benefit to the airport or its users.

5. Safety - The *permittee* will take all reasonable steps to avoid the creation of unsafe flying conditions in and around the airfield. This will include, but not be limited to, briefing all participants on observing safe practices around the airfield, staying away from the active runway, taxiways and aircraft parking areas and respecting an aircraft's right-of-way at all times. The *permittee's* representative shall meet with the Airport Manager as necessary for safety briefings on the airfield situation. Additionally, to facilitate the above items, an airport site visit or orientation tour is highly recommended.

6. Area of Usage - As discussed and agreed upon the *permittee's* event shall only utilize the area as depicted on the attached site map.

7. Accidents/Indemnity - The *Permittee* has personally inspected the premises and is informed as to all risks which may be associated with the planned activities on the premises above

described. Being fully informed as to the risks and in consideration of being given the privilege to utilize the property, *Permittee*, on behalf of itself and its elected and appointed officials, employees and agents, agree to assume all risks in connection with *Permittee's* use of the property and further agrees to hold harmless and defend the City of Arlington, its elected and appointed officials, employees and volunteers, for any injury or damages which may occur to *Permittee*, its elected and appointed officials, employees, volunteers or invitees while on the property. *Permittee* further agrees to hold harmless, defend and indemnify the City of Arlington, its elected and appointed officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the *Permittee's* use of Premises or from any activity, work or thing done, permitted, or suffered by *Permittee* in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

8. Utilities - The *permittee* hereby covenants and agrees to pay all charges for heat, light, water and sewer, and for all other public utilities which shall be used in or charged against the event. To the extent mandated by applicable regulations and required by the City in writing, *Permittee* shall at its cost construct and keep in repair a suitable septic tank or other lawful sewage system, in accordance with Snohomish County Health and Sanitary Regulations. Any permits therefor which may be required shall be secured by *permittee* at *permittee's* expense prior to installation.

9. Munitions - The *permittee* understands that permission to use the airport land does not grant permission to use any type of munitions, smoke, pyrotechnics, chemical training agent, gas, or explosive training devices to include blank rifle ammunition. Permission to use such devices will be given separately and is always subject to immediate verbal revocation by the Airport Manager or his representatives. If the *permittee* desire to use such devices, he must specify in writing at least six months in advance to the Airport Manager or his representative the following: type, smoke and noise producing effects, persistency of smoke, pyrotechnics the intended use site and the time of use. Further, *permittee* shall obtain approval from the Puget Sound Air Pollution Control agency at least one month prior to use. A copy of said approval shall be given to the Airport Manager. Further, *permittee* must guarantee that all such devices or their residue will be removed from the airfield and safely disposed of prior to his departure. The Airport Manager reserves the right to approve in part or in entirety or deny completely the use of such devices. Additionally, the presence of weapons, whether real or fake, requires the written permission of the Airport Manager. In such case the only weapons loaded with live ammunition will be those used by the Arlington Police Department. The *permittee* shall inform the local law enforcement officers to include the Arlington City Police Chief, Snohomish County Sheriff and the local Washington State Patrol office of the number and type of weapons to be used at least four weeks in advance.

10. Usage - The *permittee* shall conduct and carry on in said premises only the business usage for which said premises are to be used, and shall not use the premises for illegal purposes. The *permittee* will cooperate with and notify the responsible enforcement agency of any illegal or unlawful activity which becomes known during the period of occupancy.

11. Access - The *permittee* will allow the Airport Manager or his/her representative free access at all times to said premises for the purpose of inspection. Nothing herein shall be constructed as in anyway limiting the authority of the airport/city building official under existing law.

12. Notice - All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage pre-paid, to the receiving party at its address, or to such other address as the receiving party may notify the sender beforehand referring to its use agreement.

13. Governmental Fees - All fees due under applicable law to the city, county or state on account of any legal inspection made on premises by any officer thereof, shall be paid by *permittee*.

14. Liens and Insolvency - *Permittee* shall keep the property in which the use agreement is exercised free from any liens arising out of any work performed, materials furnished or obligations incurred by *permittee*. If the *permittee* becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the *permittee* the airport may cancel this use agreement at airport's option.

15. Default and Re-entry - If any fees above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if the *permittee* shall violate or default in any of the covenants and agreements therein contained, then the airport may cancel this use agreement and re-enter said premises.

16. Cost and Attorney's Fees - If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this use agreement or to recover for breach of any provision of this use agreement the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court, and all costs and expenses incurred by reason of the breach or default by the other under this use agreement.

17. Non Waiver of Breach - The failure of either party to insist upon strict performance of any of the covenants and agreements of this use agreement or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option, or any other covenants or agreements but the same shall be and remain in full force and effect.

18. Restrictions and Consents - This use agreement shall be and is subject to all the terms, covenants, restrictions, reservations and agreements contained in that certain Quit Claim Deed dated February 25, 1959, by the United States of America to Town of Arlington, recorded in Snohomish County, Washington, on August 20, 1959, in Volume 690 of Deeds, pages 38 through 46, under Auditor's File No. 1356180, records of said county, including the written consent of the Federal Aviation Agency if the leased premises are to be used for other than airport purposes. Under the requirements imposed upon airport as recipient of Federal Aid Airport Program Grant Funds, the parties agree as follows: **(A)** *Permittee* covenants that it will not, in its operation at the Arlington Airport, on the basis of race, color, creed, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by parts 15 and 21 of the Federal Aviation Regulations (49 CFR), and in that the airport has the right to take such

action as the United States government may direct to enforce this covenant. **(B)** With respect to any aeronautical services, *permittee* agrees: **1)** to furnish said aeronautical service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and **2)** to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, that the *permittee* may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

19. Nondiscrimination - The *permittee* on behalf of itself and its elected and appointed officials, employees and agents, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this use agreement for a purpose for which a Department of Transportation or activity is extended or for another purpose involving the provision of similar services or benefits, the *permittee* shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

The *permittee*, for itself and its elected and appointed officials, employees and agents, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that **(A)** no person on the grounds of race, color or national origin shall be excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or **(B)** that in the construction of any improvements in, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and **(C)** that the *permittee* shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and **(D)** that in the event of breach of any of the above nondiscrimination covenants, the City of Arlington shall have the right to terminate this use agreement and to re-enter and repossess said land and facilities thereon, and hold the same as if said use agreement had never been made or issued.

20. Hazardous Wastes - The *permittee* shall not permit dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010 et seq. to exist on the premises and shall, at *permittee's* sole expense, undertake to comply with all rules, regulations, and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. *Permittee* shall promptly notify the City Fire Department of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal regulations.

Permittee shall comply with any provisions of the local hazardous waste plan as now in existence or hereinafter enacted. *Permittee* shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105B. 030 and the State Department of Ecology.

21. Venue - The venue of any suit which may be brought by either party under the terms of this use agreement or growing out of the tenancy under this use agreement shall at the option of the airport be in court or courts in Snohomish County, Washington.

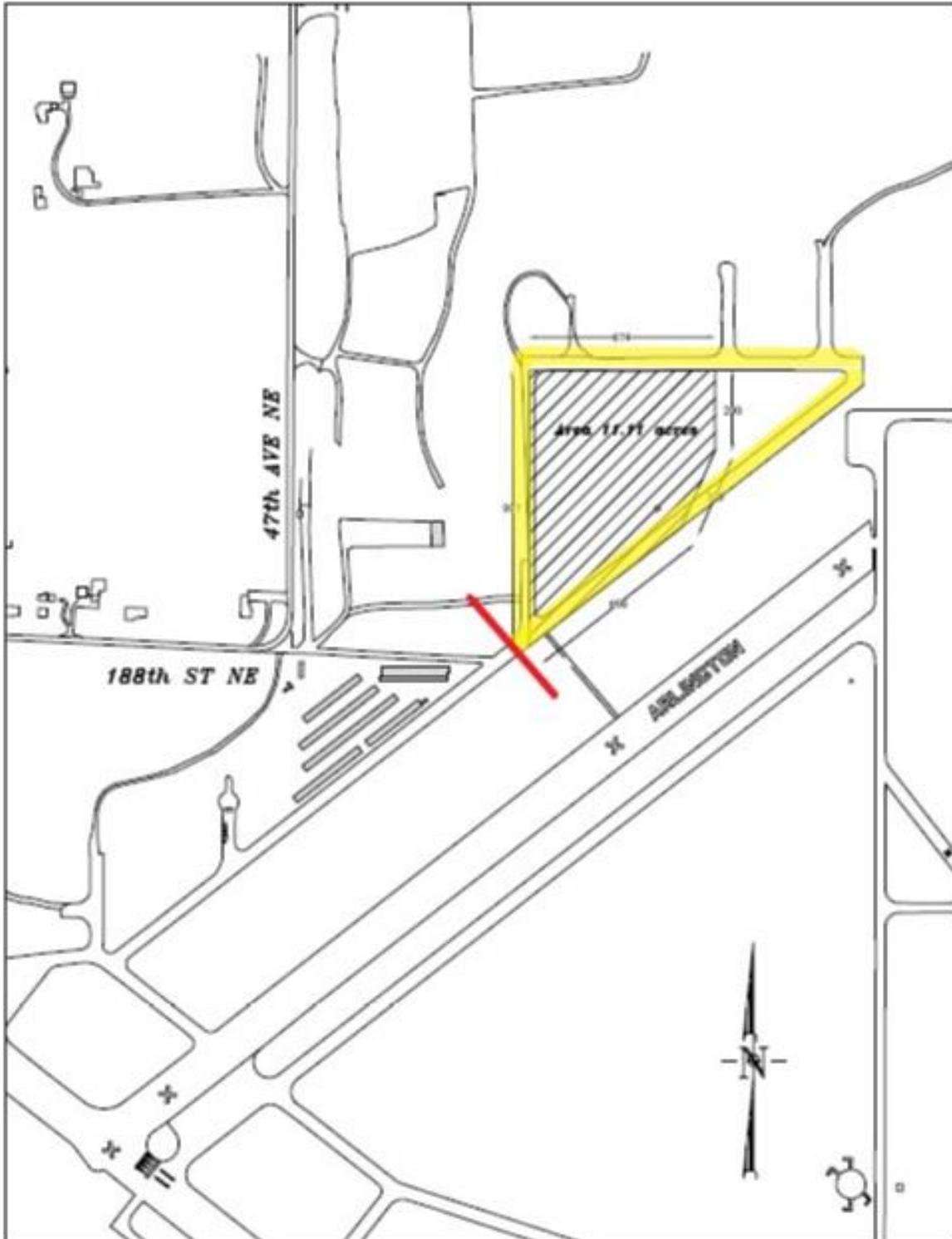
22. Public Policy - The City of Arlington reserves the right to suspend this land use agreement at any time for legitimate public safety.

23. Obligations - The airport shall notify the *permittee* of any security, maintenance or other requirements necessary to the safe and orderly conduct of the event prior to the event. The *permittee* shall apply security, maintenance or other requirements during the event. Regarding requests for airport service(s) only a principle officer of the *permittee* can request service(s) from the city/airport. Once service(s) have been requested by the *permittee* from the city/airport the *permittee* is required to pay for service(s). The airport shall provide a cost estimate and timeline to complete the service(s). This estimate shall also include whether the city/airport can complete the service(s) within the outlined time frame. In the event of only partial clean-up, teardown, site restoration or application of agreed to services by the *permittee*, the city/airport shall apply the current billing rate for city/airport services to remedy any of the above and bring the site back to pre-event status. No intoxicating venues, beverages or drug usage shall be allowed on the *permittee* event site.

*Signature of Permittee's
Authorized Representative*

*David Ryan, Airport Director
Arlington Municipal Airport*

EVOC TRIANGLE





INTERLOCAL GOVERNMENT AGREEMENT REGARDING IN-SERVICE TRAINING SESSIONS

THIS AGREEMENT is made and entered into this 8th day of September, 2015, by the following governmental entities ("Participating Entities") ("Parties"):

City of Arlington
 City of Bothell
 City of Brier
 City of Edmonds
 City of Everett
 City of Lake Stevens

City of Lynnwood
 City of Mill Creek
 City of Monroe
 City of Mountlake Terrace
 City of Mukilteo
 Tulalip Tribal Police

RECITALS:

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each agency is authorized by law to perform; and

WHEREAS, the Participating Entities comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel; and

WHEREAS, the Participating Entities conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is typically the host of the regular in-service training sessions, and has incurred and will incur costs associated with these regular in-service training sessions, including but not limited to, miscellaneous expendable goods, wear and tear on equipment, and use of facilities; and

WHEREAS, other Participating Entities may host the regular in-service training sessions at future times; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting, and participating in the regular in-service training sessions:

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

1.0 Payment

The undersigned Participating Entities shall contribute fees at the rates indicated below* per year toward paying for the costs of instructors, classes and certifications, equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2016 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2016. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

*Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	\$800.00 per year
50 – 100 officers	\$1200.00 per year
Over 100 officers	\$1600.00 per year

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

2.0 Scope of Services

- 2.1 Until notice of a change is given, in accordance with Section 4 below, the Everett Police Department shall coordinate the facilities necessary to conduct regular in-service training sessions. The Everett Police Department shall schedule regular in-service training sessions on various law enforcement-related topics, and shall give reasonable prior notice to each Participating Entity of the date, time and place where each training session will be held, and the nature of the topic for each regular training session.
- 2.2 Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities.

3.0 Effective Date and Term

The initial term of this Agreement shall commence on January 1, 2016, and it shall continue in effect through December 31, 2021, unless sooner terminated as provided under this agreement. Thereafter, this Agreement shall automatically renew and continue on a year-to-year basis, until terminated as provided under this Agreement.

4.0 Changes

- 4.1 This Agreement may be modified by mutual agreement of the Participating Entities. No such amendment shall be effective until it is reduced to writing and signed by all Participating Entities with the same formality as this Agreement.
- 4.2 The fund custodian and regular in-service training site may be changed by majority agreement of the Participating Entities without modifying this Agreement, but with reasonable notice to all Participating Entities.

5.0 Waiver

No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.0 Allocation of Liability/Insurance

- 6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity agrees to save, indemnify, defend and hold the other Participating Entities harmless from any allegations, complaints, or claims of wrongful or negligent acts or omissions, by said Participating Entity and/or its elected officers, agents, or employees. In the case of allegations, complaints, or claims against more than one Participating Entity, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Participating Entity, and each Participating Entity shall have the right to seek contribution from the other Participating Entities in proportion to the percentage of fault attributable to each other Participating Entity. A Participating Entity that has withdrawn from the agreement assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.
- 6.2 Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to personal injury, death and property damage limits of not less than \$1,000,000 (one million dollars) per occurrence, or provide proof of self-insurance or of participating in an insurance pool acceptable to the city.
- 6.3 This Section 6 shall survive termination of this Agreement.

7.0 Legal Requirements

The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

8.0 Termination and Notice

8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension.

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

8.2 Termination shall not relieve a Participating Entity of its obligations as set forth in Section 6 and shall not entitle it to any refund of the payments made pursuant to Section 1, prior to the effective date of termination.

9.0 Governing Law - Entire Agreement - Severability

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of the Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

10.0 Agreement – Amendment

This Agreement contains the terms and conditions agreed upon by the Participating Entities. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities.

11.0 Execution of Multiple Counterparts

This Agreement and any Amendment thereto, may be reproduced in any number of original counterparts. Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

12.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor, or, alternatively, posted on the website of each party.

13.0 No joint venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties (Participating Entities). Participating Entity employees who provide services under this Agreement shall at all times be considered employees of their respective Participating Entity and acting in their official capacities as employees of their respective Participating Entity. All rights, duties, and obligations of the employer and the employee shall remain with the individual jurisdiction/Participating Entity. Each Participating Entity shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purpose of the Interlocal Cooperation ACT, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

14.0 Liability/ No Third Party Beneficiaries

This Agreement is for the sole benefit of the Participating Entities and shall not confer third-party beneficiary status on any non-party to this Agreement. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By: _____



Participating Entity

By: GEORGEY THOMAS

Its: Mayor

ATTEST:



Clerk

APPROVED AS TO FORM:


By: _____

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT:

Ray Stephanson
Ray Stephanson, Mayor

By: Ray Stephanson

Its: Mayor

ATTEST:
Sharon Full
Clerk

APPROVED AS TO FORM:

By: James D. Lee

Participating Entity

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By: _____

Exhibit A

List each Participating Entity's contact person and address for notice purposes. (see attached)



MONROE CITY COUNCIL

Agenda Bill No. 20-017

SUBJECT:	<i>Review of the 2018 - 2019 Annual Comprehensive Plan Amendment Docket, including Ordinance No. 026/2019, Amending the 2015 – 2035 Monroe Comprehensive Plan; Ordinance No. 027/2019, Amending Zoning Designation; and Ordinance No. 028/2019, Amending MMC 3.50, School Impact Fee Mitigation Program; Unfinished Business</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Community Development	Shana Restall	Shana Restall	Unfinished Business #1

- Discussion:** 11/19/2019, 12/10/2019, and 01/21/2020
- Public Hearing:** 10/28/2019, continued to 11/11/2019 (Planning Commission)
- Attachments:**
1. Annual Docket Process
 2. Land Use Tables Multifamily and Institutional Zones
 3. Comprehensive Plan Amendment Application (CPA2018-01)
 4. Project Narrative (CPA2018-01)
 5. Comprehensive Plan Amendment Criteria Responses (CPA2018-01)
 6. Site Vicinity Map (CPA2018-01)
 7. Conceptual Site Plan (CPA2018-01)
 8. Marshall Field and Memorial Stadium Historic Information (CPA2018-01)
 9. Map of Marshall Field/Memorial Stadium Comprehensive Plan Future Land Use Designation and Zoning (CPA2018-01)
 10. Planning Commission Findings of Fact and Conclusions of Law
 - 11A. Ordinance No. 026/2019, Amending the 2015 – 2035 City of Monroe Comprehensive Plan
 - 11B. Ordinance No. 026/2019, Amending the 2015 – 2035 City of Monroe Comprehensive Plan
 12. Ordinance No. 027/2019, Amending Zoning Designation
 13. Ordinance No. 028/2019, Amending MMC 3.50, School Impact Fee Mitigation Program
 14. Letter from Commissioner Bull to City Staff dated November 25, 2019
 15. Alternate Findings of Fact and Conclusions of Law
 16. Letter from Laura Brent, AICP, of Brent Planning Solutions, to City Staff dated January 8, 2020

REQUESTED ACTION¹

Discussion and questions regarding the annual docket process and comprehensive plan amendment procedures; **AND**

- A. Move that the City Council **CONTINUE** the discussion to a future meeting, as specified; **OR**
- B. Move that the City Council **REMAND** back to the Planning Commission the 2018 – 2019 Comprehensive Plan Amendment Docket for additional consideration, and **PROVIDE DIRECTION** to the Mayor, City staff, and the Planning Commission to return at a specified date for an update; **OR**
- C. Move to:

1. **ADOPT/DENY** the Planning Commission’s recommendation, included in the Findings of Fact and Conclusions of Law, as contained in Attachment 10 to this agenda bill; **AND**
2. **ADOPT/DENY** Ordinance No. 026/2019, relating to the 2018 - 2019 Annual Comprehensive Plan Amendment Docket Cycle, **APPROVING/DENYING** proposed amendments CPA2018-A and CPA2018-B, and **APPROVING/DENYING** proposed amendment CPA2018-01 to the 2015 – 2035 Comprehensive Plan; providing for severability; and establishing an effective date; **AND**
3. **ADOPT/DENY** Ordinance No. 027/2019, Amending Zoning Designation; **AND**
4. **ADOPT/DENY** Ordinance No. 028/2019, Amending MMC 3.50, School Impact Fee Mitigation Program; providing for severability; and establishing an effective date; **AND**
5. **ADOPT/DENY** the alternate Findings of Fact and Conclusions of Law, as contained in Attachment 15 to this agenda bill.

¹ Staff has consolidated the above alternatives to provide Council with a full range of options to consider. During staff’s presentation to Council at the January 14, 2020 regular meeting will include an explanation to Council regarding the specific process and applicable motions needed to make a specific decision. The table entitled “City Council Alternatives,” which is included on pages 4 and 5 of this agenda bill delineates the process and associated motions for two of the possible decision options.

POLICY CONSIDERATIONS

Pursuant to Chapter 22.74 MMC, Comprehensive Plan Amendments, the City accepts proposals for Comprehensive Plan amendment applications from interested parties on an annual basis. Applications for amendments may be submitted year-round; however, only those applications received prior to the last working day in July are considered for that year’s amendment cycle. This allows for the City Council to analyze the cumulative effects of all proposed amendments for consistency with and the aggregate impacts on the remainder of the Comprehensive Plan, as required by WAC 365-196-640.

On November 27, 2018, the City Council selected one (1) citizen-initiated and two (2) City-initiated Comprehensive Plan amendment applications for the 2018 – 2019 docket. The Planning Commission has completed its required public hearing on the 2018 - 2019 docket and prepared Findings of Fact containing its (Attachment 10) recommendations regarding whether to approve the proposed Comprehensive Plan Amendments to the City Council. The City Council makes the final decision on whether to accept the Planning Commission’s recommendation based on the criteria outlined in MMC 22.74.040(D), as included in Attachment 1.

DESCRIPTION/BACKGROUND

The annual Comprehensive Plan amendment process provides an opportunity for interested parties, including members of the public, to propose revisions to the Comprehensive Plan, and to monitor and evaluate the progress of the implementation strategies and policies incorporated therein. Submitted amendment proposals may:

- Propose new sections, elements, appendices, goals, and/or policies of the plan
- Amend existing sections, elements, appendices, goals, and/or policies of the plan
- Be site-specific
- Correct errors
- Edit language
- Adopt other documents by reference
- Change the Future Land Use Map (FLUM)

The City accepts annual Comprehensive Plan amendment applications continuously. However, amendments proposed by the public after the last working day in July will not be considered until the following amendment cycle. With the exception of a few specific situations, Comprehensive Plan amendments shall be considered by the City no more than once a year. Additionally, all Comprehensive Plan amendment proposals are required to be considered concurrently so that their cumulative impacts can be determined.

Descriptions of Proposals

Only the proposed Comprehensive Plan amendments placed on the Final Docket are eligible to be considered for approval by the City Council. Placement of an item on the Final Docket by Council means the application warrants in-depth consideration, but in no way implies eventual adoption or approval of the proposal.

For the 2018 – 2019 docket, the City Council selected one (1) citizen-initiated and two (2) City-initiated Comprehensive Plan amendment applications, which are described as follows:

- 1. CPA2018–A and CPA2018–B:** City-Initiated Comprehensive Plan Amendments to Adopt the Monroe School District’s Capital Facilities Plan (CPA2018-A) and the Snohomish School District’s Capital Facilities Plan (CPA2018-B)

Both applications propose amending the 2015 - 2035 Comprehensive Plan to adopt each school district’s respective 2018 – 2023 Capital Facilities Plan. As both the Monroe and Snohomish School Districts adopt a Capital Facilities Plan biennially, the City must revise its Comprehensive Plan every two years to adopt the School District's Capital Facilities Plan by reference. These are essentially comprehensive plan "housekeeping" amendments required of the City.

- 2. CPA2018-01:** Citizen-Initiated Comprehensive Plan Amendment from the Monroe School District for an Amendment to the Comprehensive Plan Future Land Use Map (FLUM) and Concurrent Rezone (File No. RZ2018-01)

The Monroe School District is proposing an amendment to the 2015 – 2035 Comprehensive Plan Future Land Use Map (FLUM) to change the designation of the site known as Marshall Field and Memorial Stadium (Snohomish County tax parcel numbers 27060100100400, 27060100205100, and 27060100404500) from an “Institution” designation to a “Multifamily” designation. Concurrent with the proposed comprehensive plan amendment, the applicant submitted a rezone request to change the site’s zoning from “Institutional (IN)” to “Multifamily Residential (R25).” Attachment 2 is a copy of the allowed uses for the Institutional and Multifamily zones, as found in Table 22.18.030 (Multi-family) and Table 22.32.030 (Institutional Zoning).

Monroe School District Site: Land Use and Zoning Information

Existing Land Use	Comprehensive Plan FLUM Designation(s)		Zoning District	
	Existing	Proposed	Existing	Proposed
Recreation Facilities (<i>Marshall Field / Memorial Stadium</i>)	Institutional	Multifamily	Institutional (IN)	Multifamily Residential (R25)

The subject site is approximately 12.41 acres in area, is situated in the vicinity of N. Kelsey Street and West Columbia Street, and is currently accessed from West Columbia Street. The subject properties are largely surrounded by single-family residential uses with St. Mary of the Valley church to the west and Sky Valley Educational Center to the east. The site is largely vacant and was formerly used as a sports fields for the Monroe School

District. However, according to the District, the site is no longer used for formal education programs, and does not lend itself to future school facilities. The District does not use the site for school athletic programs of other school program uses.

Planning Commission Recommendation

The Planning Commission held a public hearing on October 28, 2019 (continued to November 11, 2019), to evaluate the proposed 2018 – 2019 Comprehensive Plan amendment docket, and recommended that the City Council:

1. Approve proposed amendments CPA2018-A and CPA2018-B to the 2015 – 2035 Comprehensive Plan, as included in the 2018 - 2019 amendment docket; and
2. Deny proposed amendment CPA2018-01 to the 2015 – 2035 Comprehensive Plan, as included in the 2018 - 2019 amendment docket; and
3. Deny rezone RZ2018-02, associated with CPA2018-01.

City Council Decision

After considering the Planning Commission’s recommendation on the proposed amendments, the City Council shall adopt, adopt as modified, deny, or remand the application(s) back to the Planning Commission for further consideration. As there are three separate ordinances associated with the 2018 – 2019 Comprehensive Plan amendment docket, the Council may wish to use the following table when adopting or denying the proposed Planning Commission recommendation.

CITY COUNCIL ALTERNATIVES	
<u>OPTION A: Approve CPA2018-A, CPA2018-B, and CPA2018-01</u>	
Applicable Motions	
STEP 1	DENY the Planning Commission’s recommendation, included in the Findings of Fact and Conclusions of Law, as contained in Attachment 10 to AB20-014.
STEP 2	ADOPT the alternate Findings of Fact and Conclusions of Law, as contained in Attachment 15 to AB20-014.
STEP 3	<u>USE ATTACHMENT 11A to AB20-014:</u> ADOPT Ordinance No. 026/2019, relating to the 2018 - 2019 Annual Comprehensive Plan Amendment Docket Cycle, APPROVING proposed amendments CPA2018-A, CPA2018-B, and CPA2018-01 to the 2015 – 2035 Comprehensive Plan; providing for severability; and establishing an effective date.
STEP 4	ADOPT Ordinance No. 027/2019, amending the zoning designation of the parcels comprising the sites known as Marshall Field and Memorial Stadium from Institutional (IN) to Multifamily Residential (R25); providing for severability; and establishing an effective date.
STEP 5	ADOPT Ordinance No. 028/2019, amending Monroe Municipal Code section 3.50.100, Impact Fee Schedule; providing for severability; and establishing an effective date.

<u>OPTION B: Approve CPA2018-A and CPA2018-B; and Deny CPA2018-01</u>	
Applicable Motions	
STEP 1	ADOPT the Planning Commission’s recommendation, included in the Findings of Fact and Conclusions of Law, as contained in Attachment 10 to AB20-014.
STEP 2	<u>USE ATTACHMENT 11B to AB20-014:</u> ADOPT Ordinance No. 026/2019, relating to the 2018 - 2019 Annual Comprehensive Plan Amendment Docket Cycle, APPROVING proposed amendments CPA2018-A and CPA2018-B; and DENYING proposed amendment CPA2018-01 to the 2015 – 2035 Comprehensive Plan; providing for severability; and establishing an effective date.
STEP 3	ADOPT Ordinance No. 028/2019, Amending MMC 3.50, School Impact Fee Mitigation Program; providing for severability; and establishing an effective date.

FISCAL IMPACTS

None

TIME CONSTRAINTS

State regulations only allow the Comprehensive Plan to be amended once in a calendar year. However, the City Council may take action to adopt the docket after December 31, 2019, in accordance with WAC 365-196-640(3), so long as the consideration of the amendments occurred within the prior year’s comprehensive plan amendment process.

Comprehensive Plan Annual Docket Process

Process

Chapter 22.74 MMC, Comprehensive Plan Amendments, delineates the procedure for reviewing annual Comprehensive Plan amendment applications. All proposed Comprehensive Plan amendments must be consistent with the 2015 – 2035 Comprehensive Plan, all other City Codes and applicable regulations, and the Washington State Growth Management Act (RCW 36.70A). The annual Comprehensive Plan amendment cycle is subject to the requirements for public participation, in accordance with RCW 36.70A.140. The review process shall proceed as described:

A. Phase I - Selection of Amendments to be Considered

1. Applications Forwarded by Staff: City of Monroe staff submits to the City Council all proposed amendments received prior to the last working day in July, along with an analysis of the proposed amendment in relation to the selection criteria and the application checklist.
2. Public Hearing for Docket Selection: The City Council holds a public hearing to select those proposed amendments that should be considered for further review.
3. Modifications: The City Council may modify a proposed amendment during the selection process.
4. Schedule for Review: When selecting the proposed amendments to be considered, the City Council will adopt a schedule for completion of the review and amendment adoption process.

B. Phase II - Review and Action for Selected Amendments

1. Staff Review: For each amendment selected by Council for the amendment cycle, staff will prepare a written analysis.
2. Environmental Review: Review under SEPA shall be conducted and a threshold determination issued.
3. Planning Commission Review: The Planning Commission shall conduct one or more public hearings to solicit comments; develop language for definitions, policies, and goals; and provide recommendations for proposed amendments.
4. Criteria for Recommendation of Approval: The Planning Commission shall use the following criteria in considering whether or not to recommend approval, or approval with modification, of the proposed Comprehensive Plan amendments:
 - a. Each amendment:
 - i. Shall not adversely affect public health, safety, or welfare in any significant way;
 - ii. Shall be consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals;
 - iii. Shall be in compliance with the Growth Management Act and other State and Federal laws; and
 - iv. Must be weighed in light of cumulative effects of other amendments being considered.
 - v. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:
 - a) The proposed amendment addresses needs or changing circumstances of the City as a whole, or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances;
 - b) Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts;

Comprehensive Plan Annual Docket Process

- c) Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations;
 - d) Is compatible with neighboring land uses and surrounding neighborhoods, if applicable; and
 - e) Is consistent with other plan elements as amended by the proposals.
 - vi. Any compelling reasons relied upon to justify adopting an amendment without meeting the above criteria must be specified in the ordinance adopting the amendment. When an amendment to the Comprehensive Plan also requires a subsequent rezone or amendment to the development regulations both may be considered concurrently.
- 5. Concurrent Land Use Applications: When an amendment to the Comprehensive Plan also requires a subsequent rezone or amendment to the development regulations both may be considered concurrently.
- 6. Council Public Hearing and Notice: The City Council will review the recommendation of the Planning Commission and may hold a public hearing for the purpose of receiving public comment regarding the merits of proposed amendment(s).
- 7. Council Action: Upon receipt of a recommendation from the Planning Commission, the City Council shall adopt, adopt as modified, deny, or remand the application(s) to the Planning Commission for further consideration.
- 8. Map Revisions: If the City Council approves a change to the Comprehensive Plan that changes the land use designation of parcels within the Urban Growth Area, the City Council shall adopt an ordinance that amends the Comprehensive Plan Land Use Map and authorizes the Mayor to sign the revised map.
- 9. Revocation: The Comprehensive Plan amendment may be reversed by the City Council outside of the regular amendment period, upon finding of any of the following:
 - a. The approval was obtained by fraud or other intentional or misleading representation;
 - b. The amendment is being implemented contrary to the intended purpose of the amendment or other provisions of the comprehensive plan and City ordinances; or
 - c. The amendment is being implemented in a manner that is detrimental to the public health or safety.
- 10. Transmittal to State – Proposed Amendments: City staff shall transmit a copy of each proposed amendment of the Plan to the State of Washington Department of Commerce at least sixty (60) days prior to the expected date of final Council action on proposed amendments.
- 11. Transmittal to State – Adopted Amendments: Staff will transmit a copy of all adopted amendments to the Department of Commerce within ten (10) days after the adoption by the Council.

C. Appeals

Per MMC Table 22.84.060(B)(2): Decision-Making and Appeal Authorities, the Council’s decision is the City’s final action on the proposed Comprehensive Plan amendments. The decision may be appealed to the Growth Management Hearings Board.

Comprehensive Plan Annual Docket Process

After the docket is set by the Council, City staff reviews the proposed amendments and provides an analysis of the amendments to the Planning Commission. The Planning Commission holds a public hearing and subsequently forwards a recommendation to the City Council, which makes the final determination on the docket of proposed amendments. In accordance with MMC 22.74.040(D), the following criteria are to be used by the City Council when deciding whether to approve a proposed comprehensive plan amendment:

- 1. Each amendment:
 - a. Shall not adversely affect public health, safety, or welfare in any significant way;*
 - b. Shall be consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals;*
 - c. Shall comply with the Growth Management Act and other state and federal laws; and*
 - d. Must be weighed in light of cumulative effects of other amendments being considered.**
- 2. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:
 - a. Addresses needs or changing circumstances of the city as a whole or resolves inconsistencies between the Monroe comprehensive plan and other city plans or ordinances;*
 - b. Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts;*
 - c. Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations;*
 - d. Is compatible with neighboring land uses and surrounding neighborhoods, if applicable; and*
 - e. Is consistent with other plan elements as amended by the proposals.**

Table 22.18.030. Land Use in the Multifamily Residential Zoning District

Conforming Uses	Multifamily Residential 25 Units per Acre (R25)
1. RESIDENTIAL LAND USES	
Dwelling Units, Attached	P
Dwelling Units, Temporary Security Guard	A
Group Homes	P
Halfway Houses	EPF
Home Occupations	A
Retirement Housing and Assisted Living Facilities	P
2. SERVICE LAND USES	
Health Care Services	
• Nursing and Residential Care Facilities	P
Parking Facilities	A
Social Services	
• Community Food Services	C
• Community Housing Services	C
• Emergency and Relief Services	C
3. INSTITUTIONAL LAND USES	
Community Facilities	
• Religious Institutions	C
Educational Facilities	
• Schools, Colleges, Universities, and Professional	EPF
• Schools, Elementary and Secondary (K-12)	EPF
Government Facilities	
• Courts	C
• Fire Stations	C
• Government Administration Buildings	C
• Police Stations	C
• Public Works Maintenance and Storage Facilities	C
• U.S. Post Offices	C
4. PARKS, RECREATION, AND ENTERTAINMENT LAND USES	
Parks	
• Concessions	A
• Nonmotorized Trails	P
• Parks and Open Spaces	P
Recreational Facilities, Indoor	P
Recreational Facilities, Outdoor	A
5. INDUSTRIAL LAND USES	
Storage Facilities	
• Indoor (On-Site Only)	A
6. UTILITY AND TRANSPORTATION LAND USES	
Electric Vehicle Charging Stations (All Levels)	A
Major and Regional Utility Facilities	
• Regional Utility Corridors	C
Major and Regional Transportation Facilities	
• State and Regional Transportation Facilities	EPF
Minor Utility Facilities	P
Wireless Communications Facilities	P
7. UNCLASSIFIED LAND USES	
Accessory Structures	A

P = Permitted Use; A = Accessory Use; C = Requires a Conditional Use Permit; See Chapter 22.38 MMC for Requirements for Essential Public Facilities (EPF)

Table Notes:

¹ A land use not explicitly permitted by Table 22.18.030 is prohibited within the institutional zoning district.

Table 22.32.030. Land Use in the Institutional Zoning District

Conforming Uses	Institutional (IN)
1. RESIDENTIAL LAND USES	
Dwelling Units, Temporary Security Guard	A
Halfway Houses	EPF
2. COMMERCIAL LAND USES	
Food and Beverage Establishments	
• Coffee Shops	A
• Restaurants	A
Mobile Vendors	P
Pharmacies and Drug Stores	A
3. SERVICE LAND USES	
Health Care Services	
• Diagnostic Imaging Centers	C
• Health Care Provider Offices	C
• Hospitals	EPF
• Inpatient Mental Health Treatment Facilities	C
• Inpatient Substance Abuse Treatment Facilities	C
• Medical Laboratories	C
• Outpatient Health Care Clinics	C
• Outpatient Mental Health Treatment Facilities	C
• Outpatient Substance Abuse Treatment Facilities	C
Parking Facilities	P
Social Services	
• Community Food Services	P
• Community Housing Services	P
• Emergency and Relief Services	P
4. INSTITUTIONAL LAND USES	
Community Facilities	
• Cemeteries	A
• Religious Institutions	C
Educational Facilities	
• Schools, Colleges, Universities, and Professional	EPF
• Schools, Elementary and Secondary (K-12)	EPF
• Schools, Technical and Trade	P
• Vocational Rehabilitation Centers	P
Government Facilities	
• Correctional Facilities, Local	EPF
• Correctional Facilities, State	EPF
• Courts	P
• Fire Stations	P
• Government Administration Buildings	P
• Police Stations	P
• Public Works Maintenance and Storage Facilities	P
• U.S. Post Offices	P
5. PARKS, RECREATION, AND ENTERTAINMENT LAND USES	
Parks	
• Concessions	A
• Nonmotorized Trails	P
• Parks and Open Spaces	P
• Public Stables	C
Recreational Facilities, Indoor	P
Sports and Recreation Instruction, Indoor	P

Table 22.32.030. Land Use in the Institutional Zoning District

Conforming Uses	Institutional (IN)
6. UTILITY AND TRANSPORTATION LAND USES	
Electric Vehicle Charging Stations (All Levels)	A
Major and Regional Utility Facilities	
• Regional Utility Corridors	C
• Wastewater Treatment Plants	EPF
Major and Regional Transportation Facilities	
• Regional Transit Station	EPF
• School Bus Bases	P
• State and Regional Transportation Facilities	EPF
Minor Utility Facilities	P
Wireless Communications Facilities	P
7. UNCLASSIFIED LAND USES	
Accessory Structures	A

P = Permitted Use; A = Accessory Use; C = Requires a Conditional Use Permit; See Chapter 22.38 MMC for Requirements for Essential Public Facilities (EPF)

Table Notes:

¹ A land use not explicitly permitted by Table 22.32.030 is prohibited within the institutional zoning district.



CITY OF MONROE

Community Development Department
806 West Main Street
Monroe, WA 98272
Phone: (360) 794-7400
Fax: (360) 794-4007

Citizen-Initiated Comprehensive Plan Amendment Application and Requirements

OFFICE USE ONLY		#5132 (CPA2018-01) COMP. PLAN
Date Received: <u>7/31/2018</u>	Application Number: #5133 (RZ2018-01) REZONE	
Received By: <u>Kim Shaw</u>	Complete Application Date: <u>7/31/2018</u>	
Fee Paid (date/time): <u>\$2998.75/2:30</u>	Zoning of Site: <u>POS</u>	
Zoning of Adjacent Property: (North) <u>MR6000</u> (South) <u>MR6000/UR6000</u>		
(East) <u>POS</u> (West) <u>MR6000</u>		
Comp Plan Designation: <u>Institutional</u>	Comp Plan Adjacent Property: (North) <u>Multifamily</u>	
(South) <u>Multifamily/High Density SFR</u> (East) <u>Multifamily</u> (West) <u>High Density SFR</u>		

REQUIRED MATERIALS FOR A COMPLETE APPLICATION ARE:

- 1 Original plus 4 copies of the completed application (Pages 1, 2, & 3)
- Appendices (See Page 4)
 - Appendix I – Describe proposal; one (1) original plus 4 copies.
 - Appendix II – Answer Parts A & B; one (1) original plus 4 copies.
 - Appendix III – Environmental (SEPA) checklist with supporting reports as required, one (1) original plus 4 copies, if applicable.
 - Appendix IV – Legal description/proof of ownership. Provide a current title report; one (1) copy dated within 30 days of application, if applicable.
- 1 copy of Vicinity and Site Plan Maps (*Only required for site specific proposals*)
- Fees – Refer to the latest fees resolution to determine cost of application.

OFFICE USE ONLY			
Planning Application Fee:	<u>\$ 1650.00/275.00</u>	Publication Fee:	<u>\$ 200.00</u>
Fire Plan Check Fee:	<u>\$ 0</u>	Mailing Fee:	<u>\$ 150.00+\$50.00 Signs</u>
SEPA Fee:	<u>\$550.00</u>	Technology Fee:	<u>\$123.75</u>
		TOTAL FEES:	<u>\$ 2998.75</u>

Citizen-Initiated Comprehensive Plan Amendment Application

Type of Application (Check all that apply.)

- Change of goals, policies & implementation measures
- Change to future land use map
- Change of Urban Growth Boundary (in conjunction with request to Snohomish County).
- Change to an element of the Comprehensive Plan (*Transportation, Parks, Land Use, etc.*)
- Technical Corrections (*Terminology, References, etc.*)

1. Application Information

A. Name of Applicant: Brent Planning Solutions, LLC, Attn: Laura S. Brent, AICP

Signature: 

Home Address: P.O. Box 1586

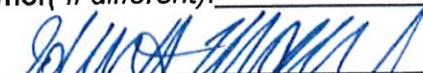
City and Zip Code: Mukilteo, WA 98275

Email address: lbrent@brentplanningsolutions.com Phone: 425.971.6409

Mailing Address (if different): _____

City and Zip Code: _____

B. Name of Owner (if different): Monroe School District #103, Owner Project Contact: John Mannix, Assistant Superintendent, Operations

Signature: 

Home Address, City and Zip Code: _____ Email: mannixj@monroe.wednet.edu

200 E. Fremont Street, Monroe, WA 98272 360.804.2579
(Phone #) _____

Mailing Address (if different): _____

City and Zip Code: _____

NOTE: A PROPERTY OWNER is any person, corporation or financial institution that has ownership of all, a portion of, or percentage of, a property shown on the title certificate for said property. If additional property ownership is involved, attach additional names, addresses and signatures to this page.

Citizen-Initiated Comprehensive Plan Amendment Application

2. Location of Property *(If applicable)*

A. Section 01 Township 27 N Range 06 E

3. Legal Description(s) - Property Information *(If applicable)*

A. Tax Account Number(s): 27060100100400, 27060100205100, and 27060100404500

B. Size of **entire** site (acres/square feet): Three parcels totalling 12.41+/- acres

C. Comprehensive Plan Designation: The site is designated as "Institutional"

D. Current Use of Property: Informal Ballfield

E. Describe physical characteristics: _____

The site is known as Marshall Field & Memorial Stadium. A detailed project and site description are included with the full application submittal.

F. Sensitive Areas (wetlands, steep slopes, etc.): _____

None. A detailed site description is included with the full application submittal.

**Applications will be accepted Monday through Friday
8:00 am – 12:00 pm & 1:00 pm – 5:00 pm**

CITIZEN INITIATED COMPREHENSIVE PLAN AMENDMENT APPLICATION
 & COMBINED PERMIT APPLICATION (LAND USE: REZONE)
 JULY 2018

APPENDICES

APPENDIX I

APPENDIX I

Provide a type written description of the proposal including any relevant background material. The proposed amendment application shall consist of at least the following information, and consistent with the Citizen Initiated Comprehensive Plan Amendment Application and Submittal Checklist:

1. A description of the proposal, including any relevant background material;
 - 1.a. If a request to amend the Comprehensive Plan Land Use Map is approved for consideration during the review cycle, staff may require additional information to be submitted including, but not limited to, an environmental review, traffic study, and utilities analysis.

Response: As provided for in Resolution No. 2012/020, the City of Monroe is now accepting “Citizen-Initiated” requests to amend the City of Monroe 2015-2035 Comprehensive Plan. The amendments will be considered as part of the City’s 2018-2019 Plan amendment cycle. The Monroe School District #103 is submitting a Comprehensive Plan Amendment (Docket Request) and concurrent rezone during this amendment cycle. The Docket Request is a non-project action proposal for the City of Monroe (City) to amend the Comprehensive Plan with a change to the Future Land Use Map and a concurrent rezone.

The current Comprehensive Plan map designation of the site is “Institutional” and current implementing zoning is “Open Space”. The District is requesting an amendment to the Comprehensive Plan – Future Land Use Map to the “Multifamily” designation (consistent with the adjacent area), as well as requesting a concurrent rezone to “Multifamily”.

The City is currently in the process of bringing development regulations into compliance with the land use designation in the adopted 2015-2035 Comprehensive Plan. The District’s proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements. The “Multifamily” zoning designation would provide a range of density between 12 and 25 dwelling units per acre where the infrastructure can support the density. While there is not a project associated with the Docket Request, the density used for review in the Environmental Checklist was at the high-end of this range. This was done to determine the full-range of the necessary infrastructure to serve any future land-use development proposal.

Additionally, since the District's request is to amend the Comprehensive Plan Land Use Map during the review cycle, City staff requested analysis and submittal of additional information. This included an environmental review, traffic study, and utilities analysis, which were based upon a conceptual site layout to provide discussion of potential environmental impacts of any future subsequent land-use. The following items were prepared and have been submitted as a part of this application:

Wetland and Stream Determination Report Wetland Resources, Inc.
Conceptual Site Layout Harmsen & Associates, Inc.
Memorandum (Transportation – Rezone Volume Analysis) Gibson Traffic Consultants, Inc.

Results of the analysis of showed compatibility of multifamily on the site. While the study was of a conceptual site layout, future site-specific development proposals would be subject to a subsequent analysis (including a full SEPA environmental review) of the proposal, and review of any proposed measures to reduce or control impacts.

Analysis of the conceptual site layout determined the following:

- The on-site soils are conducive to erosion and would require on-site erosion control measures during any clearing and/or site construction. Any future development would meet code requirements for grading and erosion control.
- Any future development of the site would generate emissions related to construction on the site, which would be of short duration. Any potential future residential development would create emissions typical of a residential development.
- A minimal amount of oils, grease and other pollutants from paved areas could potentially enter the ground or downstream surface waters through runoff. As part of any future development a drainage plan with water quality treatment would be provided for stormwater collected from pollution-generating surfaces.
- No Priority Habitats or Species are known to be on the site or were observed during site visits. There is a nearby Vaux's swift communal roost, which is designated a priority habitat per the Washington Department of Fish and Wildlife (WDFW). However, development or construction on the subject property would not physically affect the chimney where the roost is located. Any development on the subject property would not impact the designated priority habitat area.
- Noise levels would vary due to the type and usage of the equipment. Construction noises are only generated during those times and are usually of short duration for each activity.
- Long-term noise sources are those associated with the site use, including building functions, on-site vehicles and any recreational areas that may be provided.
- Development consistent with the proposed designation would be related to residents and based on units developed per acre. Development at the high-end of the multifamily designation could yield 288-296 units. Based on 2.97 persons per household, potentially 879 residents could reside on the site.
- Any future development of the site would have to go through various permits from the City. At that time, there would be a review of potential impacts related to traffic drainage and

other site development impacts. The proposal would allow development consistent with the Comprehensive Plan future land use map and provide a consistent implementing zone.

- Future development would potentially change the views on and to the site from field areas to developed housing.
- The conceptual site layout provided approximately 600 onsite parking spaces.
- The potential rezone, with a future development, would add vehicle trips to several City intersections that are projected to operate at level of service E or F in 2035. However, the City has established a corridor level of service for its concurrency evaluation. Based on the concurrency corridor analysis contained in the City's operational level of service appendix of the City's Transportation Plan the future 2035 level of service of the corridors are all expected to operate at acceptable level of service D or better with the highest corridor delay being on W Main Street East corridor that has a projected delay of 50 second per entering vehicle. The four intersections that the rezone (future development proposal) adds any measurable trips to are:
 - Main Street/Frylands Blvd (Int #9)
 - Main Street Ramps with SR-522 (Int #10, 11)
 - Main Street/179th Street (Int #29)

The proposed rezone would add between 0.4% to 1.55% increase in volume to those corridor intersections or an average of less than 1% increase to the highest delay concurrency corridor. The plan shows that W Main Street East corridor has a projected delay in 2035 of 50 seconds (without the rezone) while 55 seconds appears to be the threshold for LOS E (i.e., a delay increase capacity of approximately 10% before LOS E is likely to be reached).

Any future development of the site would be required to provide a traffic study based on the number of units to be developed. The study would review impacts and potential mitigation that may be necessary. Frontage and pedestrian walkway improvements would be required.

- A specific study on utility capacity was not performed. The following provides details regarding utilities (sanitary sewer, water, storm water) for the site area.

Sanitary sewer is available along Kelsey Street (10" line) and Columbia Street (8" line). The depth in Kelsey is approximately nine feet. The length of the site might require multiple sewer connections or a pump for the future potential projects' western-most units.

Water is available along Kelsey Street (10" line) and Columbia Street (8" line). The valley area of the City is generally known to have adequate capacity and pressure for future potential projects of this nature.

All stormwater would need to be handled on-site through infiltration as there are no local storm connections that offer capacity for the future subsequent potential project. The soils in the Monroe valley area are generally very conducive to infiltration and the site is expected to have no issues controlling stormwater runoff. All projects need to control

construction stormwater and protect it from pollutants and sediment. With the site having free draining soils, the threat of soil erosion is small. Standard Best Management Practices (BMPs) would be used during future subsequent potential project construction.

Additional details are provided in the SEPA Environmental Checklist and combined application packet.

2. Reference to the element(s) of the comprehensive plan that is proposed for amendment;

Response: The District is requesting a Comprehensive Plan amendment to the Future Land Use Map from “Institutional” to “Multifamily”.

3. Proposed amendment language, when applicable;

Response: Not applicable. The requested amendment is to the Future Land Use Map designation only.

4. An explanation of why the amendment is being proposed;

Response: The District is requesting the Comprehensive Plan Amendment and concurrent rezone to allow other options to manage this site resource. While the site is no longer used for formal education programs, the location doesn’t lend itself for future school facilities. The site is located in close proximity to other schools that are developed. The site is currently used as an informal ballfield, which is used by the community. The District does not use it for school athletic programs or other school program uses. There are other schools in the area that provide such facilities for school-use. A number of these fields have newer all-weather surfaces allowing for additional opportunities for community use after school hours.

As the District has reviewed options for site use, the ability to process a Comprehensive Plan Amendment provides the opportunities for future development options that could provide additional funding for other needed school projects. While there are currently no plans for the site, this Docket Request allows the best management of the site resource.

5. A description and/or map of the property affected by the proposal;

Response: The Subject Site includes three tax parcels (#27060100100400, 27060100205100, and 27060100404500), totaling 12.41± acres in size (see **Figure 1 – Vicinity Map** and **Figure 2 – Parcel Map**). Two of the parcels have physical addresses assigned (210 Kelsey Street and 447 W Columbia Street) and one parcel is described as vacant/undeveloped with no physical address.

Generally, the property is bounded by residential use on the north (including an apartment complex), church property on the west, residential properties and W. Columbia Street on the south, and Kelsey Street on the east. The current use is an informal ballfield, which is used by

the community. The site is developed with four sports fields, which includes grass ballfields and a cinder track, associated buildings, bleachers, lighting and a parking lot. The structures on site are in poor condition. The vegetation is maintained lawn with a few scattered trees along the border of the site.

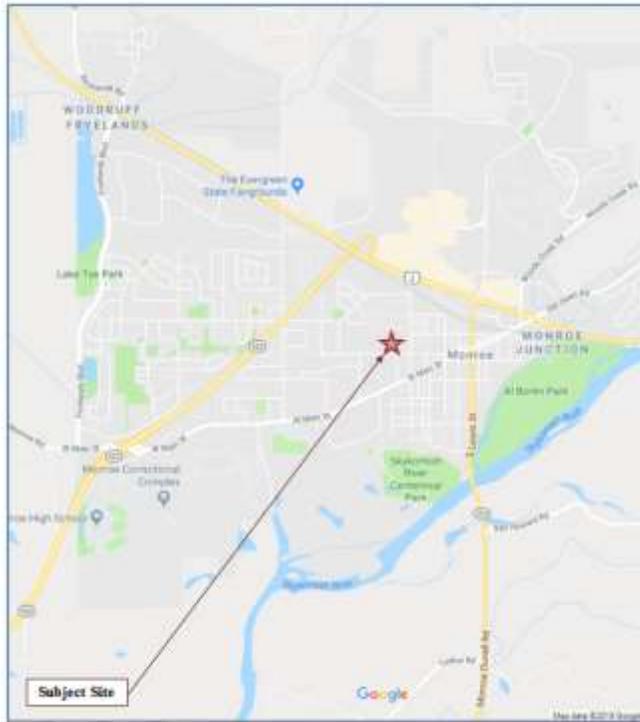


Figure 1 – Vicinity Map



Figure 2 – Site/Parcel Map

6. The appropriate fee, as listed in the Fees Resolution in place at the time of application submittal

Response: The appropriate fee for the Comprehensive Plan Amendment and concurrent rezone will be paid as part of the application.

ATTACHMENT 5**APPENDIX II****Part A**

The Planning Commission will provide a recommendation to the City Council whether the proposed amendment should be considered for further review based on the following criteria:

1. Consideration of the previous record if the amendment was reviewed and denied during a previous amendment review cycle;

Response: The Monroe School District has not applied for this amendment previously.

2. The proposed amendment advances goals and policies of the comprehensive plan;

Response: The proposed Comprehensive Plan Amendment advances the goals and policies of the Comprehensive Plan. The Multifamily designation is consistent with the 2015-2035 City of Monroe Comprehensive Plan adopted Future Land Use Map. The proposed zoning designation would provide the consistency with the Comprehensive Plan designation. The density of 12-25 units per acre has been used for review purposes only; however, it is consistent with forecast conditions as illustrated by the City in their Land Use and Housing Chapters of the Comprehensive Plan. Recent trends are showing increases in multifamily developments. Higher density housing development also helps the City achieve goals of the downtown, Main Street growth and GMA supported infill development.

The District does develop a Capital Facilities Plan (CFP), which outlines the present and future facilities need for the District. The proposal is consistent with the District's adopted CFP. The proposed Docket Request is consistent with the District's determination that the Subject Site is no longer an athletic resource for school-use.

The existing infrastructure allows future development on the site with appropriate development improvements and satisfying the City development standards.

3. The proposed amendment is consistent with the goals and regulations of the Growth Management Act;

RCW 36.70A contains many elements that address development in regards to the Growth Management Act. Of particular consideration are the planning goals contained in RCW 36.70A.020. This amendment request is consistent with those planning goals and are addressed below in italics. As stated in the RCW, *"The following goals are adopted to guide the development and adoption of comprehensive plans and development regulations of those counties and cities that are required or choose to plan under RCW 36.70A.040. The following goals are not listed in order of priority and shall be used exclusively for the purpose of guiding the development of comprehensive plans and development regulations:"*

- (1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

Response: The proposal would provide a Comprehensive Plan – Future Land Use Map change from “Institutional” to “Multifamily” and concurrent rezone. This would allow the Subject Site to develop consistent with the surrounding urban area. The area is served by urban-level public facilities and services, including utilities.

- (2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

Response: The proposal would reduce sprawl by allowing infill of high-density multifamily development within the City.

- (3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

Response: Through infill high-density development within the City, transportation systems are better able to accommodate residents and commuters, who could take advantage of mass transit and alternative forms of transportation. Preliminary evaluation suggests that the existing street system would accommodate multifamily development on the Subject Site.

- (4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

Response: This proposal would allow vacant land to be redeveloped into multifamily use. Through encouraging appropriate infill of high-density development within the City, a variety of residential densities and housing types would be offered. This increases the residential options, which helps to keep housing affordable and available to all economic segments and further encourages preservation of existing housing stock.

- (5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

Response: The Monroe School District routinely evaluates their facilities and properties for long-term viability and to evaluate necessity. The Subject Site is no longer necessary to serve the program needs of students in the District. It was therefore decided to pursue options for the future use of the site for a non-school use.

- (6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

Response: The request does not impact property rights of other land owners, but allows the Monroe School District to plan for a future use of the Subject Site for a non-school use, as a private property. The District therefore is seeking to have the Comprehensive Plan –

Future Land Use Map changed to a designation and zoning consistent with a non-school site, and compatible with the adjacent multifamily designations.

- (7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

Response: This Docket Request will follow the prescribed timing as outlined by the City. As stated on the City's website: *As provided for in Resolution No. 2012/020, the City of Monroe is now accepting "Citizen-Initiated" requests to amend the City of Monroe 2015-2035 Comprehensive Plan. The amendments will be considered as part of the City's 2018-2019 Plan amendment cycle.*

The existing sport field use was granted through proper governmental approvals more than 20 years ago. Any future land-use application would be required to apply through the City, and be subject to then current processes and timeframes for approval. The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

- (8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.

Response: Natural resource industries would not be impacted with the approval of this amendment.

- (9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

Response: While approval of this amendment does remove a perceived open space with recreational opportunities for the neighborhood, the Subject Site is not a public park, but rather a school property. School property must either be serving the District, typically in meeting programing needs of students, or potentially be surplus in the future.

Multifamily development of the site in the future may be subject to parks mitigation and/or open space requirements from the City.

- (10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

Response: The Subject Site was reviewed for any wetlands and/or critical areas. There are none on or adjacent to the property. The area has both public water and sanitary sewer service provided by the City. Impacts on environmental elements, including air and water quality, and the availability of water, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

- (11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

Response: The Monroe School District has held a community discussion at a school board meeting to discuss the proposal. There would be additional opportunities for area residents to provide input during the City's Docket process, as well as any future District property evaluation. The proposed request would allow potential development consistent with the

2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements. The City's plan updates have a public process with participation of the community.

- (12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

Response: The sports fields no longer serve the programming needs of school students in the Monroe School District and are not utilized for school-use. Preliminary evaluation shows adequate levels of service for area utilities, and public facilities and services to serve the Subject Site with development similar to the surrounding area (multifamily).

Approval of the Docket Request would provide future planning flexibility to the District, a public service provider, and follows the timing and regulations of the City planning processes.

- (13) Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.

Response: The Subject Site is not known to have any structures of historic significance, nor has it been mapped on the Washington Department of Archaeology and Historic Preservation's WISSARD system online. The Monroe School District is unaware of any archaeological or historical significance regarding the Subject Site.

4. The relationship of the proposed amendment to other City codes and regulations; and

Response: The proposed Comprehensive Plan Amendment is consistent with the City codes and regulations. The City is currently in the process of bringing development regulations into compliance with the land use designation in the adopted 2015-2035 Comprehensive Plan. The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

The "Multifamily" zoning designation would provide a range of density between 12 and 25 dwelling units per acre where the infrastructure can support the density, and be consistent with the surrounding developments. The City is currently reviewing zoning designations to be consistent with the adopted land use map. Analysis of the conceptual site layout included review of the City's proposed chapter on Multifamily Zoning Residential Zoning Districts, which *promotes the small town character of Monroe* with provision of compatible multifamily housing stock and encourages Multifamily:

...for land that is located convenient to principal arterials and business and commercial activity centers where a full range of public facilities and services to support urban development exists. Multifamily residential zoning districts are intended for areas of infill housing and housing developments for seniors and other special housing groups.

Since the Subject Site no longer serves the programming needs of students, the Monroe School District is requesting a Comprehensive Plan Amendment to the Future Land Use Map



designation from “Institutional” to “Multifamily”, which is an appropriate non-school use designation that is compatible with the surrounding area. Approval of the Docket Request would provide future flexibility to the District, a public service provider, and follows the timing and regulations of the City planning processes.

5. The cumulative effect(s) of the proposed plan amendment(s).

Response: The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements. The proposed Comprehensive Plan Amendment cumulative effects(s) would allow the Monroe School District to potentially surplus property no longer needed for school-use, which is supported by the MSD Capital Facilities Plan (CFP).

If the Comprehensive Plan amendment and rezone are approved, the property would have the potential to provide increased multifamily housing land within the City of Monroe to better meet increasing population demands.

Part B

A comprehensive plan amendment may be approved or approved with modifications:

1. Each amendment:
 - a. Shall not adversely affect public health, safety, or welfare in any significant way;
 - b. Shall be consistent with the overall goals and intent of the comprehensive plan;
 - c. Shall be in compliance with the Growth Management Act and other State and Federal laws; and
 - d. Must be weighed in light of cumulative effects of other amendments being considered.

Response: The proposed Comprehensive Plan Amendment would not adversely affect public health, safety, or welfare in any significant way. It is consistent with the overall goals and intent of the Comprehensive Plan. It is in compliance with the Growth Management Act and other State and Federal laws. When weighed in light of cumulative effects of other amendments being considered, the proposal continues to provide a benefit to the Monroe School District and the City of Monroe.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

Impacts on environmental elements, including public health, safety, or welfare, and the compatibility and consistency with the overall goals and intent of the Comprehensive Plan, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

2. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:
 - a. Addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.

Response: The City is currently in the process of bringing development regulations into compliance with the land use designation in the adopted 2015-2035 Comprehensive Plan. The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

The “Multifamily” zoning designation would provide a range of density between 12 and 25 dwelling units per acre where the infrastructure can support the density, and be consistent with the surrounding developments. The Subject Site is in an area of high-density multifamily development.

The proposed Comprehensive Plan Amendment addresses the needs and changing circumstances of the City as a whole because the Monroe School District is a public service provider. The District is the provider of public school education service within the City and has determined this Docket Request is necessary. The District routinely evaluates their facilities and properties for long-term viability and to evaluate necessity. The Subject Site is no longer serving the program needs of students in the District. It was therefore decided to pursue a plan for the future use of the site for a non-school use.

- b. Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts.

Response: The proposed Comprehensive Plan Amendment is a non-project action. The Monroe School District prepared a SEPA Environmental Checklist, which discusses the anticipated potential environmental impacts. Project-level environmental impacts would be reviewed in conjunction with the review of any future subsequent land-use proposal.

- c. Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.

Response: The proposed Docket Request would be consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations. Granting the appropriate non-school designation (multifamily) adds buildable land for high-density residential infill in the City, which is consistent with the Housing, Land Use Assumptions, which rely on land use strategies to accommodate the City’s housing unit needs through 2035. Some objectives include:

- Encouraging infill opportunities within existing City limits
- Encouraging the provision of diverse housing types in all areas of Monroe

- Encouraging housing growth near existing services, including park facilities

The request is necessitated because of changing circumstances as the sport fields are no longer useful or viable for the Monroe School District. In order to consider a future surplus of the properties, the Comprehensive Plan designation and zoning for the Subject Site need to be for non-school use. That action would provide increased residential (multifamily) infill land within the City, thereby meeting the goals of the Comprehensive Plan.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

- d. Is compatible with neighboring land uses and surrounding neighborhoods, if applicable.

Response: The proposed Docket Request is to provide future consistency with neighboring land uses and surrounding neighborhoods. The City is currently in the process of bringing development regulations into compliance with the land use designation in the adopted 2015-2035 Comprehensive Plan. The “Multifamily” zoning designation would provide a range of density between 12 and 25 dwelling units per acre where the infrastructure can support the density, and be consistent with the surrounding developments.

The sports fields no longer serve the programming needs of school students in the Monroe School District. Preliminary evaluation shows adequate levels of service for area utilities, and public facilities and services to serve the Subject Site with development similar to the surrounding area (multifamily).

Approval of the Docket Request would provide future flexibility to the District, a public service provider, and follows the timing and regulations of the City planning processes.

- e. Is consistent with other plan elements and the overall intent of the comprehensive plan.

Response: The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

The proposed Docket Request is consistent with the overall intent of the Comprehensive Plan as demonstrated within the application packet (including attachments and appendices), the SEPA Environmental Checklist and the Monroe School District’s Capital Facilities Plan.

Monroe School District Comprehensive Plan Amendment / Rezone

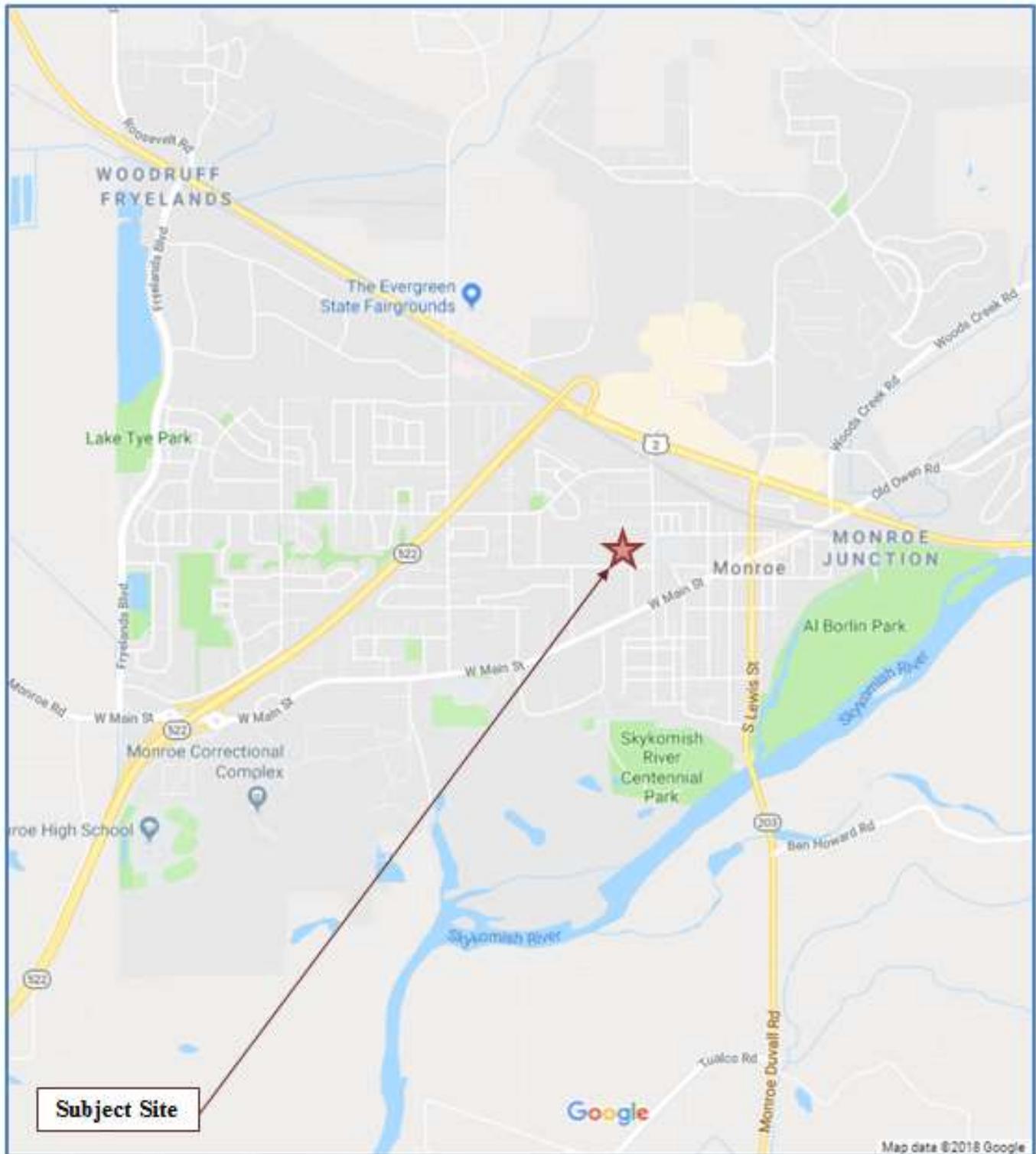
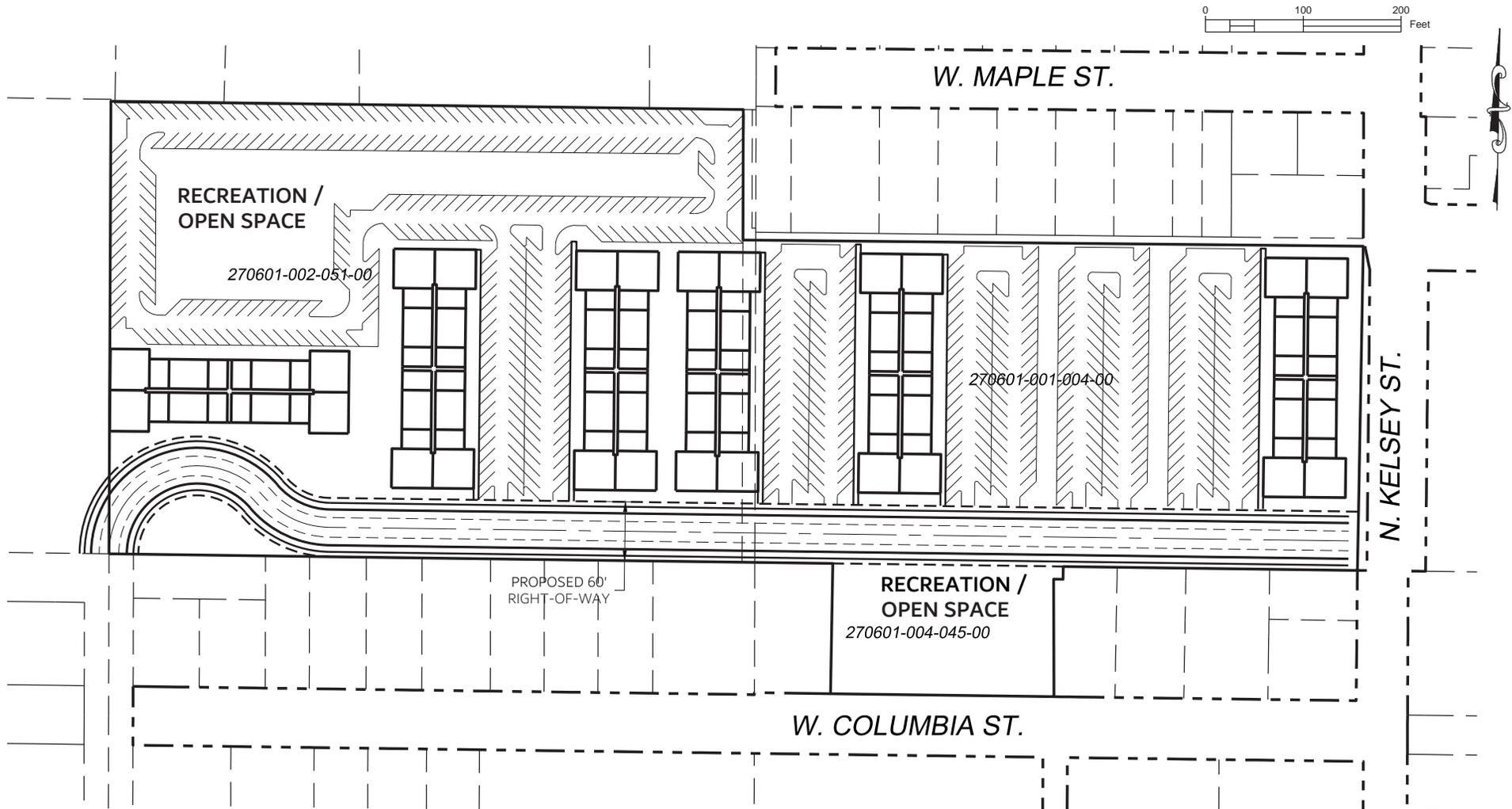


Figure 1 – Vicinity Map



PARKING COUNT 595
UNIT COUNT 288 (6-3 STORY BUILDINGS)

October 8, 2019

Ben Swanson
Community Development Director
City of Monroe
806 West Main Street
Monroe, WA 98272

RE: Monroe Docketing (CPA2018-01/RZ2018-01)
Monroe School District – Marshall Field & Memorial Stadium Historic Information

Dear Mr. Swanson,

The Monroe School District (MSD) has received supplemental information for the historic field (Marshall Field and Memorial Stadium) from the Historic Society. A number of articles were located which contain historic details for the acquisition of the property and later the relocation of a new veterans memorial marker.

The articles discuss the purchase of the field in 1929, the naming of the field in 1946 and the placement of the bronze plaque in 1951. The articles highlight the efforts of the Arthur Kincaid Post of the America Legion in the lighting of the field and the bronze plaque. The intent of the plaque was to honor Monroe High School students lost during World War II. In 2013 an effort began to refurbish the memorial and collect names that were missing. As a result of that effort by community members, a new monument was constructed and located at Lake Tye Park. A groundbreaking ceremony was held on June 2, 2016. The brass plaque from the original monument was transferred to the new memorial.

The listing below is the articles outlining these events. All of the articles are included in the attachment to this letter.

Monroe Schools Out For Vacation, The Monroe Monitor, June 7, 1929

<http://mhs.stparchive.com/Archive/MHS/MHS06071929p01.php?tags=hibbits|property|1929>

Hibbit's Property Last Available Site In Monroe For School Purposes; Can Buy 4.85 Acre Tract For \$3000, The Monroe Monitor, June 21, 1929

<http://mhs.stparchive.com/Archive/MHS/MHS06211929p01.php?tags=hibbits|school|1929>

Dedicate Athletic Field In Honor Of Students Who Died In Service, The Monroe Monitor, September 12, 1946

<http://mhs.stparchive.com/Archive/MHS/MHS09121946p01.php?tags=memorial|athletic|field>

Many Witness Official Dedication Of Monroe Memorial Athletic Field, The Monroe Monitor, September 26, 1946

<http://mhs.stparchive.com/Archive/MHS/MHS09261946p01.php?tags=memorial|field>

Ben Swanson
Community Development Director
City of Monroe
October 8, 2019
Page 2

Legion To Dedicate War Memorial May 30, The Monroe Monitor, March 15, 1951
<http://mhs.stparchive.com/Archive/MHS/MHS03151951P01.php?tags=memorial|field|dedication>

Monroe's Monumental Support, The Monroe Monitor & Valley News, June 6, 2016

Ground broken for new veterans memorial by Lake Tye, The Monroe Monitor & Valley News,
June 8, 2016

Monroe Veterans Monument team receives honor, The Monroe Monitor & Valley News,
August 23, 2016

Monroe veterans monument unveiled, Tribune, November 9, 2016

Photo – New Veterans Memorial Marker with Original Plaque; Source: Monroe School
District, 2019

This additional information is provided in response to comments related to the Monroe School
District "Docket Application". If you have questions related to this information, please contact me
at 425.971.6409.

Sincerely,



Laura S. Brent

cc: John Mannix, Monroe School District
Dr. Fredica Smith

Attachments (as described)

Monroe veterans monument unveiled



Doug Ramsay photo, dougramsayphoto.photoshelter.com

Eagle Scout Sam Thomas, 18, of Sultan (right) and American Legion Post 58 Chaplin Boyd Boze unveil the Veterans Memorial monument at Lake Tye Park in Monroe on Saturday, Nov. 5. Despite the rain, a group of Skykomish Valley residents along with veterans from throughout Snohomish County gathered for the dedication and unveiling ceremony.

American Legion Plans Three-Day Celebration Here on Fourth of July

and Barbecue Will Be Features; Street Dances and Nights With Electric Rotor Given Away

Interest and support of the Fourth of July celebration, as undertaken by the American Legion, have been so marked original plan of a one-day celebration has been abandoned as in- and instead Monroe will four nights and three days, with a dance on Wednesday night and closing with a final dance on the night of Saturday.

Two most notable features to be added to the original barbecue and carnival which will be the Hildebrandt have visited Monroe because of the most favorable time to arrive in town on the Fourth of July and will remain until the celebration on the Saturday night. The layout considerably larger than on our visit here, and in view of that a holiday crowd seems to be attracted should prove a successful attraction during the celebration.

Tuesday night meeting of the Legion chairman of the committee working on the parade made reports and the members that enough already accomplished to assure Monroe a real bang-up celebration. In charge of the parade, it is intended to see to it that the parade was better than the town has had of that in the past, and Mr. Heffert is one who lives up to his name.

Bennett, reporting for the committee stated that support business had been all expected and that there was but that necessary expense for the celebration would be the majority of it. It has been secured. Speaking of the part of the exercise, he advised that his plan in the future period for this celebration.

Theater to Be Redeemed for Cafe

Movie House, Remodeled in 1914, to Become of Park; Evans and We-Run New Place

Early at least Monroe is a theater. Work of reconstruction in the old building which years has served as a play house began this week by George Hagedorn. The remodeled to house the new firm of Wedel, local confectionery are planning on adding a dining and lunch room service.

When the new theater will open is still rather unquiet, but that the opening date can be known delayed since the street without announcement of Mr. Evans of the firm of Wedel, stated that he and expect to be in their new within the month. Whether the interior of the theater can be shaped for an opening date is rather doubtful since painting is just now getting the seats and wiring reworked. It was thought that of equipment from the old place would take about a month to do.

It is not, however, with the old building expiring on the new lease anxious old repairs made and fixtures of the proprietors of the theater, even though their own a not yet ready for tenancy. The old theater building can be front must be taken out, raised and plumbing fixtures or devices installed. It is that, barring bad luck, the will be ready for occupancy month or a few days prior to the Fourth of July.

Y HOSPITAL SUBMITS REPORT

of the county farm and hospital in this week to the attention of the board of health. The report states that at least 97 men and women are in the hospital and that a reduction on the first of last month.

Phil G. Warnock Makes Fine Talk Before Kiwanians

Assistant Prosecutor Delivers Inspiring 20-Minute Talk On the "Value of a Vision"; Club Will Hold Night Meeting

"The Value of a Vision" was the subject of an interesting and inspiring address delivered by Phil G. Warnock at the Wednesday luncheon of the Kiwanis club. That Mr. Warnock's address was appreciated to the utmost was attested to by the fine attention given to his presentation and the hearty applause that greeted the speaker at the finish.

Mr. Warnock's utterances were polished with rhetorical phrases and fine bits of sentiment. The man with an ideal, according to the speaker, is one who is never satisfied with what he has done until the day but who looks forward in hopeful anticipation toward the achievement, or at least toward the further realization of the vision which he has before him. One of the things that Mr. Warnock stressed and which he repeated a second time for emphasis, was that progress of the spirit is always followed by progress of the body and he who moves forward in spirit must eventually feel the urge to see his ideals brought to fruition.

In bringing his talk to a close the speaker told of the magnificent picture painted during the war by French artists to portray the triumph of victory. During the period in which this picture was being painted the French were many times on the verge of defeat and it was believed to be inevitable for the French nation. Yet these artists had the vision of victory before them and painted their masterpiece with the confident assurance that when it was finished, the victory which they saw in a vision would be a reality.

President Carroll Barlow announced an evening meeting for June 24 in place of the regular Wednesday noon meeting. According to the president of the Kiwanis organization, all through the world will hold their weekly meeting on the same day at the same hour during the week of June 24.

Other features of the celebration are being cared for under the direction of General Chairman, Bert Hall, and in the near future street decorations will begin to appear, while posters announcing the event will cover the countryside over a wide radius, as well as auto banners announcing to the world at large that Monroe is the place to spend the Fourth.

A business meeting of the various committees will be held Friday evening at 8 o'clock at the Monroe Motors garage.

C. L. Barlow Takes Trip to Missouri

Accompanied by His Father and Son, Monroe Man Will Drive Across Country; First Trip to Middle West in 29 Years

Accompanied by his son Carroll and his father, F. J. Barlow of Bellington, C. L. Barlow will leave on Tuesday next for Missouri. The elder Barlow has property interests in that state and it is to look after these interests that the trip is being made, although the tour of 2000 miles into the middle west will be the first for C. L. Barlow in 29 years.

The elder Mr. Barlow and his grandson expect to remain in Missouri until late in the fall to harvest the crop, now planted, while C. L. Barlow, after a week or ten-day visit around St. Louis and other places, will go on to Chicago and later into Nebraska, where he has relatives and friends. He will return home by train.

Although 82 years of age Mr. Barlow's father plans on driving back in the fall with his grandson, in his own automobile.

The trip east will be by way of Portland, where they will stop for a visit with relatives.

SWEDISH CHURCH WILL GIVE MUSICAL PROGRAM

A musical program given by the string band of High Point will be held on Wednesday evening, June 12, in the Swedish church, according to an announcement made public this week by the committee in charge. While the will be an admission charge, the public is cordially invited to attend, there will be a free will offering, according to the committee.

RUM OWNING PROVES COSTLY

Elizabeth Nadeau, resident of Monroe, was fined \$100 and costs by Justice of the Peace William Sheffer on a charge of possession of illicit liquor. The woman was taken in a raid at her home when deputy sheriffs found three quarts of moonshine whiskey at her home. She was released to her home. The fine and was released.

Robert Shannahan Dangerously Hurt In 12-Foot Fall

Rung Gives Way As Youth Descends Ladder; Spine Broken And Spinal Cord Severed; Recovery Considered Doubtful

Robert Shannahan, 16, son of Mr. and Mrs. John Shannahan of Monroe, was perhaps fatally hurt on Friday morning of last week when he sustained a fractured spine and a severed spinal cord as the result of a 12-foot fall from a ladder, which he was descending from a water tank where he had been working, on the old Small-man ranch.

An insecure rung in the ladder broke as the young man was rapidly descending an effort to escape getting wet from the water flowing from the tank. Without warning of any kind, he had little chance to regain his balance or to grasp on to the sides of the ladder. He fell, striking on his shoulders with his lower extremities extending into the air in such a manner that his spine was snapped in two when the force of the fall bent his body suddenly at the hips.

A brother, Wallace, was on the scene in a moment and rushed the lad into Monroe for examination where X-ray pictures revealed the seriousness of his injuries. Later he was removed to his home in Tualco, where he is resting quite easily despite the fact that he is suffering intensely at times. A Seattle specialist was called in and consulted with the local doctor in charge of the case.

Whether or not the boy has any chance for recovery is a rather doubtful question among those in attendance at his bedside. Recovery from such injuries is considered miraculous in cases of this kind. However, hope is held that he will survive, even though the cost of life would be invalidism for the remainder of his days.

On Tuesday evening members of the scout troop paid him a visit and he was in a real jovial humor and glad to welcome and entertain his friends as best he could.

Monroe Schools Out For Vacation

School Authorities Busy With Plan for Enlargement of High School; May Purchase Hibbits Property if Voters Assent

Monroe schools were officially closed on Friday of last week and pupils and teachers are enjoying the long-awaited vacation which will extend until September.

The school year of 1924-25 has been a most successful year from the point of view of the faculty, since enrollment was larger than ever before and more graduates were given diplomas from the grade and high school than heretofore.

While as yet nothing definite has been announced in the way of changes to be made for next year, it is expected that at least in the high school the curriculum will benefit by many changes. Then, too, talk of an addition to the present high school building will mean that the entire course of study can be revised with more thorough facilities to help the teachers. Superintendent Gartin, with members of the school board, is busy conferring with qualified advisors on the kind of proposed improvements and the cost of each.

If the election, which will have to be held before the improvements can be made, results in a victory for the new improvements, the school board contemplates the purchase of the John Hibbits property across the street from the high school. Mr. Hibbits has offered the property, which is ideally located, for a very reasonable sum and the district has taken an option with the purpose in mind of acquiring it, should the consent be given their proposed action.

Just what the extent of the approximate cost of these contemplated improvements will amount to is not known by the school board and little definite information can be given at this time. Probably at the next meeting of the school board a more detailed report can be had for publication.

COMMERCIAL CLUB TO MEET NEXT TUESDAY

The next scheduled meeting of the Monroe Commercial club is set for Tuesday evening, June 11, in the Commercial hall. While no definite

State Auditor Approves Heartily of School Management in District No. 323

School Board Receives Commendation For Efficient Handling of Funds; Per Capita Cost Declared to Be Very Low

A report of the condition of school district No. 323 as revealed by an audit of the books by the state auditor, has been made public this week and reveals a very gratifying condition in the management of the school affairs of this district, according to those making the audit.

Evidently believing that credit should be given where credit is due, Mr. Clausen compliments the personnel of the local board for their efficient and economical administration of school affairs.

"Mr. Clausen's report follows: 'This report covers the period from July 1, 1925, to June 30, 1925. The closing date found the district enjoying a net credit of \$8,116.91 as compared with a net debit of \$2,761.85 one year prior thereto. On July 1, 1925, bonds issued by the old district No. 2 were outstanding in the amount of \$11,600.00. On June 30, 1925, that bond indebtedness has been reduced to \$7,606.98, with \$2,887.24 offsetting cash balance in the bond redemption fund. The bond levies were 35 and 2 1/2 mills, respectively, for the two years.

During the year 1924-1925 the district expended \$4,763.87 less than the available revenue. The general fund levy was 10 mills. During 1927-1928, revenues exceeded expenditures in the substantial sum of \$13,206.63, due to a levy of 20 mills for the general fund. The extra levy was authorized by the electors September 24, 1927. The purpose of the extra levy was the retirement of a large warrant indebtedness. The result of the levy was a net cash balance in the general fund of \$846.93 as of June 30, 1928. We heartily approve that kind of financing.

The expense per capita, averaged daily attendance, excluding interest and outlays, was \$61.24 for 1925-1927, and \$64.09 for 1927-1928. For all purposes the per capita costs were \$61.94 and \$66.00 respectively, for the two school years considered. These are very low per capita costs, for which credit is given to the school board.

Yours truly,
C. W. CLAUSEN, State Auditor.

Yellow Cab Nine Loses to Monroe

Seattle Team Badly Defeated By Poorest Pitching Seen This Year; Muldoon Will Play Here Next Sunday

Running up a substantial lead in the first two or three innings, the local lads put the Yellow Cab team of Seattle in such a hole that the game was never in doubt. Numerous rallies throughout the game by both teams heightened the interest of what was otherwise a very poor exhibition of the national pastime. The Seattle nine never had a look-in from start to finish but nevertheless they thought they had and tried every minute of the game to reverse the final verdict.

Monroe discomfited that it has a good team in the field, probably as good as brought together here for a long time. A decided tendency to take things easy when everything was going in their favor didn't increase the favor of the local fans. Many times the Monroe boys purposely let men get on base just to show how good they were when they wanted to be. Yet in spite of all this good playing on the part of the locals in the self-made pinches the visitors scored more than once when Monroe did not want them to. Many fans were ready to go home and wanted to get the game over with as soon as possible. But no, the boys were bent on having their fun, and had it, fans or no.

Preston on first looked good and ought to be playing in a better class of ball than he can find in this section. He is very fast, has a good arm and handles himself like a ball player, both on the field and at the plate. That he possesses a baseball head is attested to by the way in which he watches the ball at all times during the game.

Two fine chances for double plays were lost by slow thinking and even slower action. Both Colvin and Holloway looked good around second but don't seem to be able to cooperate as they should; certainly they don't anticipate each other's moves.

Pearnsall connected with one Ruthless wallop; the first one this year. During the latter part of the game Pearnsall retired and let Colvin take his place. The latter handled the pitching in a capable manner.

YELLOW CAB CO.

	AB	R	H	PO	A	E
Current, 1b	5	2	3	15	0	0
P. Nelson, 2b	5	1	3	6	0	0
E. Nokes, 2b	5	1	2	5	0	0
E. Nelson, c	5	0	1	0	0	0
Colmie, as	4	1	0	2	3	0
M. Nelson, p	3	1	1	5	1	0
D. Moore, cf	4	0	1	0	0	0
Pansky, if	3	0	1	0	0	0
McNair, cf	4	2	1	1	1	0
Totals	38	8	9	24	14	6

MONROE

	AB	R	H	PO	A	E
Knapp, if	5	1	2	2	0	0
Preston, 3b	5	2	2	5	0	0
Fox, 3b	5	0	1	1	1	1
Rullen, cf	4	3	3	2	0	0
Holloway, 2b	4	2	1	2	3	0
Colvin, as	5	1	2	2	3	0
Harley, cf	5	0	2	0	0	0
Pearnsall, c	3	1	0	0	0	0
Redmond, p	4	1	1	1	0	0
Yanderbrug, p	4	1	1	1	0	0
Borlin, p	4	0	0	0	0	0

Unfinished Business 44 is in attendance at this week at the convention of I. O. O. F. in Seattle. This is the 16th convention of the year and hundreds of delegates from all over the

Legion To Dedicate War Memorial May 30

Plans to place a bronze plaque near the entrance of the Monroe Memorial field this May 30 during a special ceremony now being formulated by the Arthur Kincaid American Legion Post, Commander Clarence Currie announced this week in a special letter to all members of the Monroe Post.

The project was first discussed in 1945 and the Legion made plans at that time to go ahead and place the plaque. However, because of various circumstances including the fact that the field was not fenced, the proposal was sidetracked until recently. Now the field is circled with a very credit-

able steel-wire fence and a definite entranceway established. With this in mind the local Legion post is going ahead with its original plans and will have the bronze plaque and the memorial which will hold it, built in the very near future.

A special Memorial Day program for its dedication is being prepared, Currie, said. Further details concerning the event will be forthcoming in the near future.

In commenting on the history of the Memorial Field, the command-er pointed out that the campaign to light the field first got well underway in February of 1946. The Monroe Chamber of Commerce was one of the leading promoters of the drive to get the field lighted. Later that same month, the Kiwanis club with the help of a number of Monroe merchants, raised \$2000 toward the project. This, along with approximately \$1000 from the high school, was said to be enough to get the work started.

During May of that year, poles for the lights were secured from War surplus at a cost of \$53 each. In June, a Sunday work-day was set aside to dig the holes for the light supports by a group of volunteers under the direction of Bob Schuler. The poles were erected shortly thereafter.

On September 21, 1946 the field was dedicated during a special program. Walt Bourdage was chairman of the committee making arrangements. Working with him were H. L. Squibb, Eddie Doyff, Russell Byron and Robert Strelch. A throng of nearly 1000 people attended the dedication and at that time the announcement of the placement of a memorial plaque was made. It will become a reality this May 30.

The dedication will be made in honor of Monroe's war veterans who gave their lives for their country. The plaque will include a list of their names.

Easter Week Services Set

Community Holy Week services, sponsored by the Monroe Ministerial association, will begin this Sunday evening and will be held that night at the Nazarene church.

The service will begin promptly at 7:30 p. m. and theme thought of the evening will be, "King for a Day."

Monday night, the service will move to the Mission Covenant church and will begin at 8 o'clock, as will the remainder of the week-night services. Special emphasis has been placed on holding the length of each service to one hour.

Tuesday evening, the Methodist church will be host to the services and that night the theme thought will be, "And He Went a Little Farther." Wednesday evening's service will be held at the Mononite church and the theme will be, "Behold the Man!" Evangel Tabernacle will be host on Thursday evening and the theme has been announced, "It Is Finished." A community communion service will be held on Friday evening when the services will be held at the Congregational church. This will be in the form of an upper room communion.

Special musical arrangements are being made for each evening by the host pastor. Each evening's speaker will be one of the local ministers, but not the minister of the church in which the service is being held.

The entire community is invited to attend these Holy Week services.

Monroe Downs WSR, 64-41

The Monroe Town cagers closed out the 1951 basketball season in these parts with a convincing 64 to 41 win over the Reformatory cagers at the local high school gym Tuesday night.

Ahead 29 to 17 at the halfway point, the local green and white clad hoopers were never pressed by the fighting band of WSR basketballers. The Central Motors sponsored crew were in front at the one quarter mark, 18 to 7 and at the three-quarter whistle, 52 to 31.

Jack Law topped the Monroe scoring with 15 points while Thornton led the WSR team with nine markers.

In the evening's preliminary encounter Coach Jack Cole's Junior High club went down before the High School "All-Stars", but only after a battle all the way. Final score was 34 to 21.

Monroe 64 WSR 41
D. Nelson 13 F. Thornton 9
Don Nelson 6 F. McCombs 6
Crowder 2 G. Roberts 4
Law 15 G. Johnson 5
Pearson G. Allen 6
Subs: Monroe - Kendall 12, Seale 6, Frewaldt 3, Simons 3.
WSR - Frank 2, Everett 5, Ray, Karns, Glor.

Mobile Training Unit Is Due Here

Parents interested in Bluebird and Campfire work met at the home of Mrs. Richard Klein Friday to decide on the place and date for a meeting with the Mobile Training Unit from Everett. This unit supplements the leader training program given each September at the Workshop in Everett. Its members will meet the Monroe leaders of Bluebird and Campfire groups at the Savoy banquet room Thursday.

Washington has more than three thousand kinds of native flowers.

Brother Visits For 1st Time In 29 Years

Mrs. Jessie Rupp enjoyed a visit by her brother, Mr. Roy Ruppman, of Vancouver, B. C., last week. Mrs. Rupp had not seen her brother for 29 years.

They were separated when they were children, and she saw him once seven years later, 29 years ago. They talked for hours, Mrs. Rupp said, telling of their experiences since they last saw one another.

Ball Team Still Needs Finances

Although the response has been gratifying to the plan for aid, the Monroe high school baseball team will need more monetary assistance in the immediate future if it is to field a baseball nine in time for the opening of the season. The opening game is scheduled for the last week in March.

Team coach Dick Klein reports that some help has come in toward the purchase of the necessary baseballs, but that a considerable amount more will be necessary. He again pointed out that baseballs cost in the vicinity of \$30 a dozen and the funds for their purchase will have to come from the outside. The school has no money available for such buying.

Klein appealed to Monroe businessmen and civic organizations to help make up this difference. He said that unless someone comes through with the necessary funds in the near future, the diamond sport may have to be abandoned at the local school for the 1951 season.

Amateur Show Well Attended

The Amateur talent show sponsored by the Lions club and held at the Vaux hall last Friday night was a decided success in spite of the bad weather. The attendance was larger than was expected, as more chairs had to be borrowed and some benches were brought from downstairs to accommodate the crowd.

Melvin Clausen of the Sultan grade school was the general master of ceremonies.

Each contestant received a good round of applause after their performance. Stan Boreason appeared between numbers and after the contest. He was enthusiastically received by the audience and put on a good show. He seemed to be having the time of his life, horn sherman that he is.

The program, in the order that the contestants appeared was as follows: Vocal solo by Tony DeRooy; accordion solo by Joetta Bates; the Star Dancers orchestra played a number, then Stan Boreason performed.

Mrs. Glen Gupta sang a solo in her usual charming manner, she was accompanied on the piano by her daughter, Shirley E. Judy Thompson gave an acrobatic dance number, followed by the Magnuson and Carlson boys with an accordion duet. Then the Monroe Barbershop quartette sang two numbers and their melody was not hampered by their immense moustaches. They were in their usual fine form.

Stan Boreason then took over for a few numbers, followed by Judith Slocert and her accordion. Elyse Wakefield then twirled the baton in an efficient manner, her lighted baton number being very effective. Mrs. Mary Aronst-venn sang a solo. The ballet dance performed by Joanne Ivy was graceful and well done. Then the former Hunsaker sisters of Wag-

(Continued on Page 7)

Reauty Shop Changes Hands

Washington's Reauty Shop, which has been in operation for several years, has changed hands. The new owner, Mrs. Mary Aronstvenn, has purchased the shop from Mrs. E. G. Groover, branch station manager at Everett.

These payments are being made on a mortgage basis and come

Party Postponed

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Orthopedic To Collect Tokens

With the signing of the bill into law last week by Governor Arthur B. Langlie, tax tokens officially become obsolete in the State of Washington this April 1.

You can do one of several things with the tokens you possess. You can redeem them at face value, turn them over to the kids for play money, use them to nail on tar paper, save them for posterity, or, and most useful of all, donate them to the Orthopedic.

The Monroe Orthopedic society announced Monday that it would actively seek the collection of all tax tokens beginning next week. The group will place collection containers around town at various business houses for the deposit of the doughnut like metal discs. When the drive is over, the Orthopedic will redeem the aluminum wafers at three for a penny and use the proceeds for their own worthy cause.

They point out that the majority of people will not have enough of the token-like pieces on hand to really make it worthwhile to redeem them. However, if everyone having a few of the tokens puts them in a container, the aggregate total may develop into a tidy sum for the Orthopedic.

In any event, think it over. If you have several of the Martin "nickels" lost in your purse, or around home, send out a search party for them while the subject is still fresh in your mind and have them ready to drop in an Orthopedic container starting next week. You'll do someone a lot of good and be giving in a way you'll hardly notice.

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Returns Light

Only 52 of Monroe's more than eight hundred registrants went to the polls in Tuesday's Town election. However, they were more than enough to send the three councilmen seeking reelection or reelection, back to the council chambers for one and two year terms.

Burt Malo received 61 votes to fill the one year remainder of the term of Frank Thompson, who resigned. Henry Baker had 49 votes and Harry E. Donovan 45. Both were seeking reelection to two-year terms in Monroe's governing body.

It was one of the lightest elections on record here since the early 1930's.

Election officials were H. C. Tober, Inspector and Mrs. B. E. Boyden and Mrs. Elizabeth Langling, clerks.

Minstrels Open To Packed House

A standing room only audience marked the opening of the Washington State Reformatory minstrels up on the hill last night. Those attending the opening night came away well pleased with what they saw and said it was an outstanding show.

The production opened with an overture of Jerome Kern's melodies arranged for an 18 piece orchestra and featuring vocal soloists and a male chorus. It continued with comedy routines by four minstrel men, the latest popular songs; several dazzling dance routines; some gravity defying tumblers; a male chorus singing negro spirituals; a Scandinavian orchestra, with many of the audience asking, "How did that get in there?"; a western band and a number of other unusual and entertaining acts you have to see to appreciate.

Larry King, the genial head of the WSR Police Department, is producer and director of this ambitious enterprise, and a good share of praise for its initial success must go to him. The musical score, script, costumes, scenery and props are all the work of members of the inmate cast under his direction.

Second and third performances of the excellent production will be shown tonight and Friday night in the Reformatory auditorium. Curtain time is 8 p. m. sharp. Tickets are on sale at the door only.

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Sparks Accepts Board Chairmanship

Robert Sparks accepted the chairmanship of the Monroe School Board at the Board's second try at a re-organization meeting in the high school last Friday afternoon.

The group reached a stalemate at the regular meeting set for that purpose on February 25. At the earlier get-together, Lloyd McCaffery had been nominated for the position but declined.

Percy Dyer was elected clerk of the new board Friday. Sparks succeeds Dyer to the top position and Dyer follows Charles E. Taylor in the clerkship.

During the business part of the meeting, Director Duncan Barr made a motion that Superintendent G. D. Ladley's contract be renewed for two years, as is customary at this time. Since Ladley's present contract has another year to run, the new one would give him a year beyond 1952.

V. E. Hewitt, one of the newly elected directors, voiced immediate opposition to this proposal. He said he would rather the board waited until the board member to be elected next year takes office before any action is considered.

McCaffery, the second new director, was also against the motion. He said he wanted to go on record as against the motion. Dyer desired that outstanding the contract was the same as giving the superintendent a vote of confidence on his ability and past record.

A vote was taken and it showed Barr and Dyer for the motion and Hewitt and McCaffery against. Chairman Sparks exercised his

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Sparks Accepts Board Chairmanship

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Of Monroe Memorial Athletic Field

With lights shining brightly from recently installed wires, it was estimated that between 800 and 1,000 persons witnessed the official dedication of the Monroe Memorial Athletic Field last Saturday evening, where fitting ceremonies were conducted in honor of former students, who had made the supreme sacrifice during the recent war.

Walter Bourdage, master of ceremonies, made a short talk in which he explained the purpose of the gathering and introduced those who participated in the different features of the dedication of the field.

Colorbearers of the Arthur Kincaid Post of the American Legion, accompanied by the Monroe High school girls' drill team, marched across the field to open the program and to officiate at a flag-raising ceremony. Marianne Thomas is director of the drill team.

As the flag was lowered to half mast, taps were sounded by Donald Batchelor, Monroe high school graduate and service returned, honoring former school students who lost their lives during the war. The national anthem was played by the school band, under the direction of Paul Bennett.

The newly lighted field was presented to Superintendent Lacey Squibb and Dick Stralsguth, vice president of the student body, by Mayor Harry Bennett in a short, appropriate address. Invocation was given by the Rev. John Johnson, pastor of the local Methodist church, who is a veteran of World War I and World War II.

Robert Stretch, who has advocated a lighted field here for the last 10 years; Robert Schuler, prominent in athletics for years, and Vic Walker, local athlete enthusiast, were introduced. They spoke briefly and praised the people of the community for the part they have played in making the lighted field possible. These men probably have done more than any other individuals in the community to bring about the lighted field.

Bobby Morris, Seattle, Rose Bowl and coast conference official, was the

guest speaker of the evening. He praised the local people for having the courage and foresight to bring about such an attractive, well-lighted athletic field. He said that the field was second to none in communities of similar size on which it had been his pleasure to officiate during athletic games.

Ted Bell, of Seattle, sports-caster, made a few timely remarks and announced the lineup of football players.

From the start, Monroe experienced little difficulty in holding the offensive throughout the interesting game with Issaquah high school squad, the score ending 29 to 0 in favor of Monroe.

After an intercepted pass cut off one touchdown early in the contest, the Bearcats marched back until a 20-yard foul from Cal Boyes to Norm Walker brought six points in the first quarter. Boyes went ten yards on a siphoner in the second quarter for another touchdown and try-for-point was added on a pass from Walker to Boyes.

The third score came in the third period when Walker got away for the longest run of the evening, 48 yards, to set up the scoring chance. He went over from the three-yard line for the touchdown and Boyes passed to Lund for the extra point.

Coach Paul Donnelly's new team marked up fifteen first downs to six for Issaquah, and was never in serious trouble, showing a nice running attack. Boyes and Walker stood out in the backfield, while Eddie Salvadema and Bob Stensland showed up well in the line. Lede Malmassari looked good for the visitors.

Starting lineups were:

Monroe	Issaquah	
Haben	LE	Isaquah
McCarthy	LT	Zeller
Scovdalen	LG	Buchanan
Stensland	LG	R. Malmassari
Anderson	RT	Hammond
Knoshaug	RT	Yadney
Fulcher	RE	Nilsson
Boyes	O	L. Malmassari
Walker	LB	Wilson
Lund	RB	Swanson
Nelson	SE	Seil

The St. John's Studio, which has been operated on the second floor of the building housing the Hammer Dry Goods store, will be moved next week across the street to a business building owned by B. J. Lobdel. The building is undergoing a remodeling job and other improvements.

HOME BURGLARIZED WHILE OWNERS VISIT NEIGHBORS

An electric record player, together with all the records, an electric razor, and other articles were reported stolen from their home at 614 Roberts street, Saturday evening by Mr. and Mrs. G. B. Kirwan. The burglary occurred sometime between 8:30 and 11 p. m., they said, while they were visiting Mr. and Mrs. W. B. Clark, who live next door.

Register Now For General Election

With the general election a little more than a month away, every person in this region who has not registered is urged to do so by civic leaders. It is believed that as many as 200 persons in this immediate community have failed to qualify for the election.

Those returning from the service will have to register before they will be permitted to cast their votes. Men and women who have served their country during the crisis should take advantage of the opportunities offered them to select the people for public offices they feel will fit into the present conditions to the best advantage. It is said.

If you haven't registered, you are requested to do it now.

TO HOLD ANNUAL TURKEY DINNER OCTOBER 3

Mrs. Ewalt Schrag announced today plans are being made to hold the annual turkey dinner at the Methodist church dining room, October 3, at 6:30 p. m. The public is invited to attend.

TRAFFIC ENFORCEMENT REGULATIONS IN MONROE AND PROPOSED METER INSTALLATION CONDEMNED AT CAUCUS

Sen. H. Mitchell Favors Schools

Senator Hugh E. Mitchell while on a hurried visit through this region last Thursday afternoon declared that of the many pressing problems of re-conversion, the education of Washington State children occupies number one place.

"In all of the cities and towns I have visited the major problem has been the outworn, inadequate, unsafe and insanitary school plant, wholly inadequate to meet 1946 and future needs," he declared. "School people up and down our coast," he continued, "and all through Central Washington, have impressed upon me that we are headed into 1947 with a school plant designed to meet 1927 needs."

Senator Mitchell in commenting on the report issued recently by Dr. Strayer, commended the enlightened spirit of the legislature in providing for the investigation and said, "We in Washington State have a war-worship population. In helping to provide the materials which won the war, we have acquired new and inescapable responsibilities. The most important responsibility we have is to our children."

Mitchell advocates a public works program for school construction matching local and state funds on a basis of two dollars for one dollar, as well as federal aid for teachers in pay on the job and adequate retirement payments.

"We have a great and growing region," Mitchell said, "our children will reap its benefits and pay its costs; our obligation is to provide for them now."

PURCHASE MODERN HOME ON BLAKELY STREET

Mr. and Mrs. M. N. Mason, Olympia, have purchased the former Deolittle modern home on Blakely street from the Northwest Luth. MCO. Agenda 1/21/2020. The house has been recently acquired by the new owners. The purchase was made by Randall & Whitfield.

With the announced intention of what was termed easing up on minor traffic violations and excessive fines, and to oppose the proposed installation of parking meters here, Kenneth Dezottel and Jack Welfall were nominated candidates for the city council on the Better Government For Monroe ticket at a caucus, which was held at the Legion hall Wednesday evening.

They will oppose Russell Byron and Cecil Campbell, who were nominated the evening previously on the Citizens' ticket.

Robert Schuler, Harry Donovan and Toby Burch were elected on a committee whose function will be to fill vacancies in case any should occur on the Better Government For Monroe ticket before the election, which will be held November 5.

A Business Representative committee was elected, consisting of Robert Schuler, C. E. Moore, the Rev. Joseph Speakes and Glen Neal.

Irvin Faussett acted as chairman, and Mrs. Harry Donovan was elected secretary. Mayor Harry Bennett was asked why the city council went ahead and made arrangements for parking meters when 90 per cent of the business men and many farmers were opposed to them.

He replied that complaints had been made relative to parking problems and that the council felt meters would solve the problems. He also stated that he had spent several days recently checking other towns in which meters have been installed and that he was told they were proving satisfactory.

Protests were shouted from different places over the hall against the meters, and some of the farmers said they refused to do any more business in Monroe if the meters were installed. One farmer said that he is spending about \$10,000 a year in Monroe and that if the meters are installed he will discontinue his business relations with this community.

The mayor was accused of being influenced by five or six persons instead of the general masses. He said that the contracts for the meters have been signed. Whit Clark, city police judge, was called to the floor to explain the ar-

those imposed in other places, including the state highway patrol. He said that \$15 fines are imposed by the patrol for running red lights, while he usually imposed a fine of \$5.

One man said he had been fined \$10 for running a red light and \$10 for appearing in court at a stipulated time. A number spoke in protest against the way in which the traffic regulations are being enforced.

One man said he was in favor of imposing fines for traffic violations, as he did not consider it safe for children when car operators do not observe traffic regulations.

One man said he was in favor of common sense traffic law enforcement and not the "culture" type or "Snohomishite" type that is underway in Monroe.

Mr. Clark was asked how much the fines had been during the last month, to which he replied possibly \$500 or \$900.

In conclusion, Mayor Bennett said that he believes in settling questions similar to those aired, in the good old American way, and that he is willing to be governed by the majority.

The city hall, where the caucus was announced to have been held, was jammed to overflowing shortly after 7 p. m., and it was necessary to adjourn to the American Legion hall so the people could be accommodated. It was conservatively estimated that more than 200 attended the caucus.

TUALCO COM. CLUB GIRLS ASKED TO REGISTER

All girls over 16 years who are members of the Tualco Community club and are interested in becoming a queen candidate for the "Night in the Klondike" celebration to be given at the Cherry Garden Grange, are requested to register with Mrs. Helen Hartzell immediately to receive instructions.

Monroe Odd Fellows Visit Snohomish Lodge

Members of the Monroe Odd Fellows lodge were guests of the Snohomish lodge last Thursday evening. Degree work was the order of the day. The Snohomish lodge is invited to be the guest of the Monroe group Saturday night. The Monroe Odd Fellows lodge will

LOOK UP INFORMATION HEAD REPORTS LAI AMOUNT I SERVICE AND PREDICTS BRIGHT FUTURE FOR

HOSPITAL GROUP TO MEET FRIDAY AT 8 P. M.

The directors of the Community Memorial hospital will meet this Friday evening at 8 o'clock at the Legion hall, when it is hoped final arrangements will be made to finish the drive for memberships. All persons interested are invited to attend.

Rat Terrier Puppy Born With Six Legs and Two Tails

Vern Bauman, 313 North Madison street, was in the business district Saturday displaying the carcass of a Rat Terrier puppy with six legs and two tails. The puppy was born along with four others, but died before or shortly after birth. The carcass is being preserved in a jar of alcohol.

LOCAL BUSINESS MAN BUYS LEWIS ST. PROPERTY

Mr. and Mrs. Robert Morse announced this week that they have purchased the property of Mrs. P. Skostrom on Lewis street. Mr. Morse plans to move his family here from Kirkland within the next week or two. He is manager of a local feed store.

Make Plans For Boy Scouts Of Region

Fifteen attended the Boy Scout rally, which was held at the high school assembly room Monday evening, at which time arrangements were made to conduct courts of honor every six weeks. The first one will be held here at the assembly room, October 3. Officials from Everett, Skykomish, Gold Bar, Sultan, Duvall, and other places attended the meeting and assisted with the program.

It was the opinion of the group that an aggressive Boy Scout program should be carried out during the next 12 months, and that every boy in this region be given an opportunity to become actively affiliated with the Boy Scouts.

Among the Boy Scout officials from Monroe attending the meeting were Eddie Duffell and Cecil Campbell.

Following the business session, a get-acquainted program was featured.

CHAMBER OF COMMERCE TO LAUNCH CONSTRUCTIVE COMMUNITY PROGRAM AT CITY HALL FRIDAY

Bearcats Victors In First Game

By Dick Roughton

The Monroe Bearcats showed a crowd of more than 500 fans real drive and speed Saturday evening as they defeated the Issaquah Indians 20 to 0 in their first gridiron contest of the season on the newly-lighted Memorial Field.

The game got off to a good start as the boys from Monroe scored by a 15-yard touchdown pass, Boyes to Walker, in the first few minutes of the first quarter. The remainder of the first quarter was a battle as neither team scored.

The second quarter was as successful as the first as the Bearcats again crossed the goal line for another tally. The ball was carried over by the quarterback, Cal Boyes, on a line back. The try for point which followed the touchdown was good as Walker completed a pass to Boyes, making the score at the half 13-0 in favor of Monroe.

The Bearcats received the kickoff at the beginning of the third quarter and ran to Issaquah's 20-yard line. The boys from Monroe then pushed to Issaquah's own 10-yard line, but lost the ball and Issaquah booted it back to their 40. Monroe then packed the ball to Issaquah's 5-yard line, where Norm Walker carried it over on a center smash. The conversion for this touchdown was also good, as Boyes threw a pass that was completed by a spectacular catch by Kenneth Lund.

Byron, Campbell Are Nominated

Russell Byron and Cecil Campbell were nominated at a caucus Tuesday evening to succeed themselves on the city council on the Citizens' ticket. They have each served several years on the council and were nominated unanimously by the group for re-election.

Kenneth Schilly was elected permanent chairman, and Norman Wolfe, secretary, Mayor Harry Bennett served as temporary chairman.

Carl Druze, Richard Hunt and Frank Thompson were elected on a replacement committee to fill vacancies in case any should occur.

There was considerable interest shown in the caucus, 15 or 18 being present, including three women.

TUALCO CLUB HOLDS INTERESTING MEETING

The Tualco Community club held its meeting at the old Grange hall Friday, September 29, with the newly elected officers presiding.

Following the meeting, an amusing program was given by the men of the club, which terminates a contest that has been underway between the men and ladies to determine which group could present the more amusing program. The men were proclaimed the winners. Judges were Mr. and Mrs. W. E. Shapcott of Cherry Gardens, Mrs. Lucile Barnett, Monroe, and Mr. and Mrs. Dan Kries, Cherry Gardens.

Luncheon was served to 85 persons, after which visiting and dancing were enjoyed.

Guests of the meeting were members of the Cherry Garden Community club.

A special meeting will be held October 5. All members are urged to attend.

METH. CHURCH HOLDS CANNED FOOD DRIVE

The annual drive for canned food for the Children's Home in Everett is being conducted by the Methodist church, the Rev. John Johnson announced today. Anyone wishing to contribute should leave the donations at the Methodist church.

To meet contemporary requirements, I what may reasonably the way of future progress, the Index Staff ready expended more its system, since it six months ago, and improvements from tter Bourdage, gener nounced today.

The improvements purchase of a new set of the manager, room changes here and t the depot. Improvem stude a ticket office- ing of the male offic- been planned for son be done as soon a available. When the d ed through the depot follow the drivers of ity, enabling them to time to the handling

Surveys are being with a view of expa portation service, esp rural areas of this r portation service. It is needed and will t cost of the extension

During the short t has been here, Mr. B is convinced the Monr ahead fairly rapidly materials are availa a steady growth for) by after the road be Caration and the Me off are finished. The points out, will dive tourists and other here annually who travel over other rou

He commended the roe people in looking future, and especial toward strangers. Cos lness, he said, hurts a long ways toward b Some improvements this community, he p as adequate street, sewer system to serv street improvements; a portion of the city, serve all of it in a dependable water sy one of the greatest ne growing community. tures which the local solve and they alone a good job of it, he ex

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CHAMBER OF COMMERCE TO LAUNCH CONSTRUCTIVE COMMUNITY PROGRAM AT CITY HALL FRIDAY

The Monroe Chamber of Commerce will hold its initial meeting after the vacation period this Friday evening at 8 o'clock at the city hall, at which time a constructive program will be discussed and carried out. Dr. Percy P. Cooley, president, announced today.

Among the subjects to be discussed at the meeting will be the proposed parking meters, street lighting, improvements of the street system, extension of the sewer system, millage election, and similar subjects. Short talks not to exceed 10 minutes will be made by selected speakers on the different subjects to be taken up. Dr. Cooley said.

The matter of an adequate street lighting system, he said, is of more than usual importance for the reason that it considered the Gateway Stevens Pass Highway zone of tourists and through here annually live to the future pro he contends, that an mental lighting system soon as possible.

From a sanitation points out, it is imp sewer system be ex serve all parts of M posed extension, he s cussed by someone w matter some consider

Everyone agrees, h local street system an ed and kept in good times. This subject w caused for 16 minutes lected for that phase.

Another feature w before the body is th extra millage for the local schools, he said has been discussed School Board, and is by some of the local p The advisability of the city limits, he s order at the meeting, they believe this wou movement if the pop nunity wish it. Mon city with a populatio 009 if the limits we was said.

These features, Dr. (he discussed and no them will be carried next year or two. T narily for the discuss

TWO LOCAL MEN VICTIMS OF LOGGING ACCIDENTS

Two local men were victims of logging accidents in the woods during the week. On last Thursday, AB20-017 strong of route 2, received a serious

Unfinished Business #1

Ground broken for new veterans memorial by Lake Tye

By MELANIE RUSSELL

MONROE — Last week at Lake Tye Park, ground was broken for the new and improved Veteran's Memorial Monument, to be built by veteran volunteers and an Eagle Scout by November. Fact-finding and paying for the monument came from multiple avenues.

The old monument, built in the late 1940s, had fallen into disrepair and forgotten about in a field along Kelsey Street until a Park Place Middle School eighth grade U.S. History class researched it and kicked started an effort to create a new monument to honor fallen Monroe veterans. The brass plaque bearing those men's names will be relocated to the new monument, which will stand on a hill for all to see.

"I had read about (the old monument) from the Monroe

Historical Society, and at the time, nobody even knew where it was so we talked to the students and they began a research project on it and the boys' names on it," Dottie Simoni said at the Thursday, June 2 groundbreaking. Simoni is one of the eighth grade U.S. History teachers that spear-headed the effort. Simoni and the other teacher, Tonia Boyle, attended the ground-breaking ceremony with three of the 15 students that began the project.

"I think it's great, to renew the monument and remember our veterans," Alex McCartney, 15, who was part of the student effort.

Each student researched the biography of a veteran named on the old monument. But when they went to see the monument in person, they found the old monument was in need of attention.

The city and the American Legion Arthur Kincaid Post

No. 58 were notified and set to work to correct this in order to honor the fallen.

"We just felt like it was so important," Simoni said. "I couldn't be prouder of the kids, because when we started all this, we were two teachers in over our heads."

The community came together, Mayor Geoffrey Thomas said, to bring the class's efforts to a great outcome everyone can share. "This is a broad-base community effort," Thomas said. "But we are so thankful to the students, Ms. Simoni and Ms. Boyle for helping bring light to the old monument with their research."

Since last fall, the city parks department has been coordinating with the American Legion Arthur Kincaid Post 58's Russ Dean.

"We're all going to benefit from this and it will enhance the community experience at Lake Tye Park," city parks

director Mike Farrell said, adding, "The Legion is doing the volunteer labor and they're still soliciting donations from the community."

The new monument will be built by volunteer veterans from American Legion Arthur Kincaid Post 58 and local soon-to-be Eagle Scout Sam Thomas. The project will help Thomas reach his Eagle Scout status. They hope to start construction as soon as possible for the memorial to be completed in time for Veterans Day 2016.

Features of the new monument will include the old brass plaque with the veterans' names on it, a solar-lighted flagpole that will fly the American flag and POW/MIA flag and a 5-foot tall concrete pad.

The Monroe Public School District and the Monroe Historical Society are among the project contributors.

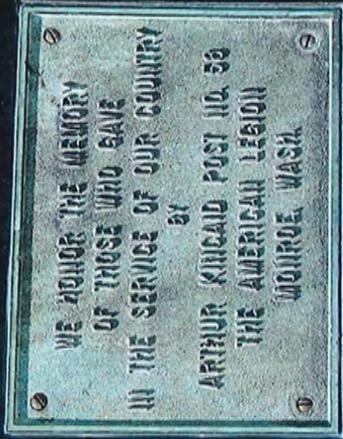


Doug Ramsay photo, dougramsay.photoshelter.com

Ninth grader Alex McCartney, 15 (right) and Park Place Middle School teacher Dottie Simoni (center) talk with Vietnam era Veteran Jerry Taylor of Monroe (left, facing McCartney) following the groundbreaking ceremony.

*William Bowker
Robert Greenside
Clifford Halstead, Sr.
Henry Hooper
William Middleton
Ernest Peters
Jack Reimland
Herman Schmidt
William Streissguth*

*Lester Crockett
Tom Haji
Ray Handley
George McKenzie
Robert Olson
Theodore Renk
Leroy Reynolds
John Streeter
Robert Vailar*



**THIS PLAQUE WAS ORIGINALLY
AT ARTHUR KINCAID MEMORIAL FIELD
(UNION HIGH SCHOOL ON KELSEY STREET)
DEDICATED DURING A SPECIAL CEREMONY
ON MAY 30, 1951**

*Names courtesy of Park Place Middle School
Eighth grade class of 2015*

Monroe Veterans Memorial team receives honors

County Council providing award during state fair opening

By Chris Hendrickson
Monitor staff writer

Monroe's American Legion Arthur Kincaid Post No. 58, the Monroe Historical Society, Park Place Middle School and Boy Scout Troop 53 have been identified as recipients of the 2016 Community Stewardship Award, an annual honor presented by the Snohomish County Council and Republic Services.

All four organizations were honored in a joint resolution read during the Snohomish County Council meeting on Wednesday, Aug. 17, at the Snohomish County administration building in Everett. The Community Stewardship Award recognizes each group's contribution to the ongoing Monroe Veterans Memorial project, and will be presented at 2 p.m. Thursday, Aug. 25, during the Evergreen State Fair opening day ceremonies at the Evergreen State Fairgrounds. The stewardship award comes with a \$3,000 grant from Republic Services that will be used to help fund the project, which is currently under construction at Monroe's Lake Tye Park.

Founded in 2011, the Community Stewardship Award is a collaborative effort between Republic Services and the county council, which work together to identify an individual, organization or coalition focused on community-building through either one-time or ongoing stewardship efforts. When Councilmember Hans Dunshee learned about Monroe's new Veterans Memorial, he submitted the project to Republic Services Director Joe Casalini for consideration. "It really is the community-building part of this that touched on me," Dunshee said. "A healthy community is a great place to live, and this is building a great community." Casalini was immediately on board with the idea.

"When Councilmember Dunshee brought this effort to our attention, we thought it was a perfect fit for the community



Members of the American Legion Arthur Kincaid Post No. 58 stand with members of the Monroe Historical Society and Boy Scout Troop 53 Scout. Sam Thomas, center.

Photo by Chris Hendrickson

field to former Monroe High School students who lost their lives in World War II, naming it Memorial Field. Five years later, a modest cement monument was installed at the field and topped with a bronze plaque. The legion always intended to add the names of each soldier lost during the war, but for whatever reason, the old stone relic remained incomplete. Over the years, the monument rested there, forgotten, tucked away behind a chain-link fence.

And then, in 2013, Monroe Historical Society president Tami Kinney started asking questions. She wanted to know the story of the monument and why it was never finished. Most importantly, she wanted to know the names of the Monroe soldiers who had died, so they could finally be honored. Park Place Middle School teachers Tonia Boyle and Dottie Simoni got involved, thinking it would be a perfect project for their eighth-grade humanities students.

But they needed to collect the names, so the students would have something to research. Enter Monroe Historical Society volunteer Tom Parry, who engaged in a massive research project to acquire a complete list of the Monroe soldiers who died in WWII.

Students, along with the historical society, began raising money to refurbish the monument and have the names added, but it was eventually decided that constructing a new monument in a more visible location would be a better way to honor members of the U.S. Armed Forces. The new memorial is designed to honor veterans from all branches of the military, with special recognition given to the 18 soldiers who died in WWII.

The legion approached the Monroe City Council about the idea, receiving overwhelming support. It then worked with the Monroe Parks Department to identify a suitable location. Next, the legion needed somebody to spearhead the construction, so it approached Sultan resident Sam Thomas, a member of Boy Scout Troop 53. Thomas agreed to tackle the memorial project in hopes of obtaining the rank of Eagle Scout, the highest rank a scout can achieve. An official groundbreaking ceremony was held in early June, and the project is currently underway.

"Really great to see so many people get involved in honoring our vets, building our community and making connections. The impact will be felt for years to come," said Dunshee in

News tip? Call 360.794.7116 or email editor@monroemonitor.com



THE MONROE MONITOR & VALLEY NEWS

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Monroe's monumental support

By: Chris Hendrickson June 6, 2016 Monroe News News 1388 Views



Photos by Chris Hendrickson

Approximately 75 people turned up at the Lake Tye Park last week to celebrate the ground-breaking of the American Legion Arthur Kincaid Post No. 58's new Veterans Memorial.

Thanks to a widespread community effort involving multiple agencies, the city of Monroe is one step closer to having a new veterans memorial honoring those who bravely served.

The memorial ground-breaking ceremony was held Thursday, June 2, at Lake Tye Park in Monroe. In attendance were county, state and local elected officials, plus members of the American Legion Arthur Kincaid Post No. 58, teachers and students from the Monroe School District, representatives from the Monroe Historical Society, the Monroe Police Department, Boy Scout Troop 53, the Monroe Army Recruiting Office and the community at large.

American Legion Arthur Kincaid Post No. 58 and aspiring Eagle Scout Sam Thomas are spearheading the project, which is expected to be completed by Veterans Day.

The new ADA-accessible monument will be located in the grassy area west of Frylands Boulevard and east of the Lake Tye concession stand and will include a 30-foot solar-powered lighted flagpole. The 8-inch wide black granite memorial will measure roughly 50 inches long, 4 feet tall and rest on top of a larger base.

The new memorial will replace the Legion's forgotten stone World War II monument at Memorial Field, which was dedicated during a special ceremony in 1951. The new memorial will honor all veterans, rather than those from any specific military conflict.

The front will be inscribed with words honoring those who served in the United States Armed Forces, and the back will be adorned with the names of the 18 soldiers from Monroe who fought and died in World War II. The brass plaque from the Legion's original monument will be transferred to the new memorial, which credits eighth-grade students from Park Place Middle School for uncovering the names of Monroe's war heroes.

WEATHER

98272



Thursday 06/09 40%

Chance of Rain

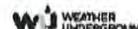
Considerable cloudiness with occasional rain showers. High 64F. Winds S at 5 to 10 mph. Chance of rain 40%.



Friday 06/10 20%

Partly Cloudy

Partly cloudy skies. High 67F. Winds SSW at 5 to 10 mph.



When minutes matter, so does the night 24/7 Emergency Care.

Evergreen Health Monroe

RECENT POPULAR COMMENTS

Steven Sheppard April 3, 1991 – April 28, 2016

June 8, 2016 148 Views

Mildred Nita Jackson November 18, 1926 – January 9, 2016

June 8, 2016 126 Views

Joan May McGuire May 6, 1939 – May 25, 2016

MONROE COUNTY FAIR DREW THE LARGEST CROWD EVER ASSEMBLED UPON THE STREETS OF MONROE

Red Calf Sale Proved Popular Feature Of Snohomish County Fair

GO TO CANADA RIDGING CONTEST

PFA instructor in the reported today that he Eddie Duff plan to with nine members of for Chilliwack, Canada will participate in contest.

Who will participate, are s, Charles Main, Gilroy Schwartz, Pat Rico Johnson Schwartz, Tom nes Barr.

so reported that he las to enter five head ek at the Western r, which will be held 5, September 14, e entered not later his week. The cattle on animals.

Freely Membership Organizations

in American Legion ed today that Mrs. omish, received the r, which was awarded, and Warren e, was awarded the ablecloth.

the work of the Am- ic promises to be in this year, having y to a better start hen \$265 was spent besides clothing and ch were donated.

ed by the organiza- s at the Fair will go community welfare, ital, orthopedic home, and foreign re-

Help On Athletic Field

It be installed at the ic field this Sun- available person is k. Bob Schuler, k the work, report- are scheduled, he perative that the e condition possibi-

id, he said, will be the people of 'this ke much pride in, and a day or two of those who have their services will

he said, that the vided for the ac- ie public, arrange- made for the ma- needed now is to ut to assist in fu- and adding the lighting equip-

has been finished, one of the best attractive athletic of Washington, and held to the mini-

ADD TWO NEW MEMBERS TO MONROE KIWANIS CLUB

Two new members were accepted into the Monroe Kiwanis club Wednesday noon, Thomas G. Sullivan, and F. F. Swan. They were given instructions relative to their duties to the club and the community by Dan Oates, chairman of the Education and Publicity committee.

Thomas Adams and Ed Green were elected directors to fill vacancies on the board.

The club endorsed plans for the Student Body to sell season tickets to raise money with which to defray expenses of installing lights and other improvements on the athletic field.

Damon Mead Is Employed By Bureau Of Reclamation

Word was received today from M.C. Agenda 1/21/2020 by Department of Agriculture, Washington, by the Bureau of Reclamation, and that he is favorably impressed with his work. He plans to spend some of his

With clear skies and everything ideal for a perfect setting, Snohomish County Fair, which was held here last Friday, Saturday and Sunday, was proclaimed a huge success from the standpoint of attendance and otherwise. It was conservatively estimated that between 7,000 and 10,000 persons attended on Saturday, representing the largest number ever assembled upon the streets of Monroe.

Manager R. W. Moore reported that a total of 13,000 admissions to the grounds were sold during the fair, and that the revenue from the different events was much more than anticipated previously. The total amount of revenue will be made known at a meeting of the directors next Monday at 8 o'clock at the Savoy hotel.

The livestock exhibits received the praise of everyone seeing them, many expressing themselves as being surprised at the large number of attractive purebred animals on exhibit. Every stall of the large stock exhibit building was full, some having three and four head of cattle in them.

The livestock was furnished by the Future Farmers of America, 4-H clubs and the senior citizens of Snohomish county. Every animal was groomed attractively, adding color to the fair. The farm products exhibits by the granges were among the best and most attractive ever placed on display here. It was difficult to judge accurately the merits of the different exhibits, as they were all excellent.

Every exhibit on the grounds was of excellent quality and those furnishing them were highly commended by the public for their efforts.

The street parade, which was held Saturday afternoon, was more than a mile long and consisted of many different features, including floats, horses, cattle, and many other features. More than 7,000 persons witnessed the parade and pronounced it marvellous. The parade lasted about a half hour. This division was under the direction of Ewald Schrag.

Tusko Grange was given the Golden Champion award, taking first place in the quality of displays and second in most attractive and artistic display. Wagner Grange took second place in quality of display and third place in artistic arrangements. Garden City Grange took third for quality of products and fifth in artistic display. Para Bluff Grange took fourth place for quality of products and first for artistic display. Cherry Valley Grange took fifth place for quality of products and fourth place for artistic display. Forest Glade took sixth place for quality of products and sixth for artistic display. This grange was recently organized and its exhibits were pronounced excellent for the time in which the group had been in operation.

Cashmere Grange and Community exhibit was awarded Grand Champion. (Continued on Page 4)

who wish to move to Monroe and settle for the winter, according to reports today.

A tentative survey showed there is not an available apartment or house for rent in Monroe so far as could be determined, and that requests have been filed in some instances for several months in advance in case of vacancies. Some who have businesses here and plan to become permanent citizens have been forced to purchase buildings for their living quarters.

Reports from the local lumbermen relative to possibilities of receiving more lumber for building purposes were not very encouraging. They are scouring the country in search of lumber with which to supply their clients, but they are receiving only scant shipments. Conditions will have to change, they say, before they can assure anyone any additional lumber with which to build.

There are skeleton buildings in many places in this community, work having been stopped until the lumber situation eases. Some of the builders are using as much concrete as possible in their construction, including floors.

The general opinion here is that much of the lumber that should go into legitimate buildings is being diverted to black markets.

Former service men who are sup-

Survey Shows Housing Shortage Is Retarding Monroe's Progress

With the opening of school here last week and the approach of chilly nights, the demand for houses and apartments are very much in evidence, inquiries being made daily by persons

who wish to move to Monroe and settle for the winter, according to reports today.

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INADEQUATE HIGHWAY BETWEEN DUVALL AND MONROE IS CAUSING BUSINESS TO BE DIVERTED ELSEWHERE

Dedicate Athletic Field In Honor Of Students Who Died In Service

QUEEN JOAN AND HER COURT WERE POPULAR

Queen Joan and her princesses ruled supreme over Snohomish County Fair, which closed here Sunday evening. The queen and her court received



JOAN HEIFORT

many honors during the celebration, to which they were entitled. The queen and her attendants appeared at all important ceremonies and were always greeted with hearty applause.

Miss Joan Heifort, Monroe, had the honor of being the queen of the fair, and Miss Kathleen Schoknecht, Snohomish, and Miss Barbara Portson, Everett, were the princesses.

The Central Motors furnished a new DeSoto sedan for the convenience of the queen and her court.

Walter Bourdage, chairman of the queen committee, was general escort and advisor of Queen Joan and her court.

Western Auto Holds Big Sale

The local Western Auto store recently changed ownership, and the new authorized dealer for the company has remodeled the store and now has a fresh stock of merchandise to offer the residents of Monroe and surrounding community. It was announced today.

Ralph Korsborn, the new authorized dealer for Western Auto Supply, took over the store a few months ago, but due to the shortage of critical merchandise, delayed his opening sale until such time as he felt he could offer the community some real critical and sale merchandise.

The new ownership sale starts tomorrow, Friday, September 13, and will continue through Monday, September 16. The merchandise now carried by the local Western Store consists, not only of an auto parts and accessory department, but includes household appliances, hardware, household wares, farming tools, and a line of juvenile furniture. Mr. Korsborn said.

The name Western Auto Supply company has been established throughout the West for more than 30 years, and has been known for its quality merchandise and fair dealings, he said. Ralph, as he is known by his friends, said he is prepared to offer quality merchandise at the lowest price possible from a complete stock. Nearby warehouse, he said, coupled with access to nationally advertised lines of merchandise, make this store convenient for servicing the residents of the community at prices comparable to those in the larger cities.

Mr. Korsborn is not new to the retail business, having been engaged in the grocery business most of his life. He recently sold his grocery store in Kirkland, stating that he could see a great future for Monroe. His family consists of his wife, Claire, and their two children, Barbara and Joan.

He has as his manager, Jack Cannon, Jack, as he is familiarly known, and his wife, Virginia, are building a home in Monroe in the North Kelsey street district. Mr. Cannon has been active in the last several months in

Adding color to the first football game under the new lighting system, the high school athletic field will be dedicated Saturday, September 21, under the name of "Monroe Memorial Field." In honor of former students who lost their lives in the service of their country during the recent war, according to an understanding reached at a meeting Tuesday evening. The game will be played between Monroe and Issaquah, in the evening.

Walter Bourdage was appointed chairman of an entertainment committee to make arrangements for the dedication. He will be assisted by Lacey Squibb, Eddie Duff, Russell Byron and Robert Stretch.

Sports writers will be invited to attend the dedication, and one will be asked to make a 15 minute talk. Band and other music will be provided.

All the schools and communities in Snohomish county will be invited to attend the dedication ceremonies and football game.

The names of all former students of the local schools who lost their lives in the service of their country will be placed on a bronze plaque and maintained on the field.

Bob Schuler, to whom goes the credit for doing more to bring about the lighted field than any other individual, reported that a grandstand, consisting of 350 seats will be placed on the grounds before the dedication. The cost of the grandstand, he said, would be in the neighborhood of \$500. Bleachers may also be installed later, along with a fence around the field.

The matter of raising about \$2,500 to meet some of the expense of lighting the field and installing the grandstand, was discussed at length. A motion was adopted to raise by popular subscription \$1,000, and the committee in charge will make arrangements for the other financing.

Every person in this community will be asked to contribute to the fund and liquidate all obligations against the field.

To Push Campaign For Hospital

Now that the vacation season is about over, the directors of the Community Hospital association have called a meeting for Friday evening, at 8 o'clock, September 13, at the American Legion hall, South Lewis street.

Arrangements will be made at the meeting to launch a strong campaign to raise enough money to make it possible to proceed with the plans for the construction of a building to house the hospital, it is reported.

Approximately \$15,000 has already been subscribed for the hospital, and efforts will be made to double this amount during the next month.

The directors are encouraged over the possibility of securing federal aid for the building, a recent measure having been adopted in Congress, providing assistance to communities working in the interest of better health conditions.

All persons interested in the establishment of a hospital to serve this community are invited by the directors to attend the meeting and assist in the work.

To Investigate Parking Meters

Before final action is taken relative to the proposed installation of parking meters in Monroe, Mayor Harry Bennett will visit several towns of similar population where the machines are in operation in an effort to determine the most feasible thing to do, according to an understanding reached at a meeting of the city council Wednesday evening.

One of the towns which he will visit and investigate will be Arlington, where meters were installed about a month ago. There was considerable opposition to the installation of meters there, it was reported, and Mayor

Unless local citizens wake up and do something constructive about straightening and improving the state highway from Monroe to the King county line, they are likely to receive less and less of the business from Duvall and other communities in that region, Ed Wright, Duvall banker, told a Monitor representative Friday while he was here attending the livestock sale and county fair.

Seven new bridges, he said have been constructed on this highway between the King-Snohomish county line and Fall City, which has a tendency to pull business from that region to other trade centers. Much of this business, according to Mr. Wright would come to Monroe if the condition of the highway were improved so the people felt they could travel with ease and safety.

Three of the new concrete bridges to which he referred, are just being finished, improving the traveling conditions considerably.

Promises have been secured by civic leaders in the Duvall-Carnation region, Mr. Wright said, for substantial improvements in the state highway between Duvall and Monroe, but it will be necessary for all concerned to work as a unit if anything constructive is accomplished.

He is of the opinion that now is an appropriate time to push the highway program, as the Washington State Good Roads Convention will be held this month in Bellingham and the state legislature will convene shortly after the first of next year.

At a recent meeting of the Highway committee of the Monroe Kiwanis club, it was the opinion of the group that at least two members should make it a point to attend the Washington State Good Roads association meeting in Bellingham, and make a plea for the recognition of the local highway project. Clarence Devers, who is chairman of the committee, said he planned to make it a point to attend the meeting. Ed Calhoun, chairman of the Board of County Commissioners, spoke as if he planned to attend also.

Mr. Devers is a member of the Stevens Pass Sunset Highway association. He reported his group recognizes the need of improving the state highway between Monroe and Duvall. He is in hopes something may be accomplished next year.

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SPECIAL DAYS AND EVENTS AT WESTERN WASH. FAIR

- Saturday, Sept. 14—Victory Jubilee Day.
- Sunday, Sept. 15—Sportsmen's Day.
- Monday, Sept. 16—Children's Day.
- Tuesday, Sept. 17—Governor's, Capital, Southwest Washington, Yakima Valley, and Kittitas Valley Day.
- Wednesday, Sept. 18—Tacoma, Army and Dairy Day.
- Thursday, Sept. 19—Seattle, Navy, Egg and Northwest Washington Day.
- Friday, Sept. 20—Valley, Grange and Pioneers' Day.
- Saturday, Sept. 21—State Press Association and Derby Day.
- Sunday, Sept. 22—Labor Day.

Furniture Store Gets New Quarters

The building formerly occupied by the Globe Feed Mills on Main street is being remodeled and will soon house the White & Donovan Furniture store, Howard I. White, one of the proprietors, reported today. The entire interior of the building will be remodeled and redecorated.

The building has approximately 2,000-foot floor space, and is ideally located for a business establishment of this kind.

The front of the building will also be changed to conform to modern merchandising, Mr. White said.

The improvements will be made as rapidly as possible so the furniture store may be transferred to the new quarters this fall.

The work is being done by the contracting firm of Fred Gohl, Monroe. The furniture store has been operated for some time across the street opposite the new quarters.

Members of the council to visit and investigate will be Arlington, where meters were installed about a month ago. There was considerable opposition to the installation of meters there, it was reported, and Mayor

Of Monroe Memorial Athletic Field

With lights shining brightly from recently installed wires, it was estimated that between 800 and 1,000 persons witnessed the official dedication of the Monroe Memorial Athletic Field last Saturday evening, where fitting ceremonies were conducted in honor of former students, who had made the supreme sacrifice during the recent war.

Walter Bourdage, master of ceremonies, made a short talk in which he explained the purpose of the gathering and introduced those who participated in the different features of the dedication of the field.

Colorbearers of the Arthur Kincaid Post of the American Legion, accompanied by the Monroe High school girls' drill team, marched across the field to open the program and to officiate at a flag-raising ceremony. Marianne Thomas is director of the drill team.

As the flag was lowered to half mast, taps were sounded by Donald Batchelder, Monroe high school graduate and service returnee, honoring former school students who lost their lives during the war. The national anthem was played by the school band, under the direction of Paul Bennett.

The newly lighted field was presented to Superintendent Lacey Squibb and Dick Strelasguth, vice president of the student body, by Mayor Harry Bennett in a short, appropriate address. Invocation was given by the Rev. John Johnson, pastor of the local Methodist church, who is a veteran of World War I and World War II.

Robert Stretch, who has advocated a lighted field here for the last 10 years; Robert Schuler, prominent in athletics for years, and Vic Walker, local athlete enthusiast, were introduced. They spoke briefly and praised the people of the community for the part they have played in making the lighted field possible. These men probably have done more than any other individuals in the community to bring about the lighted field.

Hobby Morris, Seattle, Rose Bowl and coast conference official, was the

guest speaker of the evening. He praised the local people for having the courage and foresight to bring about such an attractive, well-lighted athletic field. He said that the field was second to none in communities of similar size on which it had been his pleasure to officiate during athletic games.

Ted Bell, of Seattle, sports-caster, made a few timely remarks and announced the lineup of football players. From the start, Monroe experienced little difficulty in holding the offensive throughout the interesting game with Issaquah high school squad, the score ending 29 to 0 in favor of Monroe.

After an intercepted pass cut off one touchdown early in the contest, the Bears marched back until a 29-yard loss from Cal Boyes to Norm Walker brought six points in the first quarter. Boyes went ten yards on a spinner in the second quarter for another touchdown and try-for-point was added on a pass from Walker to Boyes.

The third score came in the third period when Walker got away for the longest run of the evening, 45 yards, to set up the scoring chance. He went over from the three-yard line for the touchdown and Boyes passed to Lund for the extra point.

Coach Paul Donnelly's new team marked up fifteen first downs to six for Issaquah, and was never in serious trouble, showing a nice running attack. Boyes and Walker stood out in the backfield, while Eddie Salvadalen and Bob Stensland showed up well in the line. Ledo Malmassari looked good for the visitors.

Starting lineups were:

Monroe	LE	Isaquah
Raben	LT	Zeller
McCarthy	LT	Buchanan
Salvadalen	LG	R. Malmassari
Stensland	C	Hammond
Anderson	RG	Vadney
Knoshaug	RT	Nielsen
Fulcher	RE	Dakin
Boyes	Q	L. Malmassari
Walker	LB	Wilson
Lund	RB	Swanson
Nelson	P	Sell

The St. John's Studio, which has been operated on the second floor of the building housing the Hammer Dry Goods store, will be moved next week across the street to a business building owned by B. J. Lobdel. The building is undergoing a remodeling job and other improvements.

HOME BURGLARIZED WHILE OWNERS VISIT NEIGHBORS

An electric record player, together with all the records, an electric razor, and other articles were reported stolen from their home at 614 Roberts street, Saturday evening by Mr. and Mrs. G. B. Kirwan. The burglary occurred sometime between 8:30 and 11 p. m., they said, while they were visiting Mr. and Mrs. W. B. Clark, who live next door.

Register Now For General Election

With the general election a little more than a month away, every person in this region who has not registered is urged to do so by civic leaders. It is believed that as many as 200 persons in this immediate community have failed to qualify for the election. Those returning from the service will have to register before they will be permitted to cast their votes. Men and women who have served their country during the crisis should take advantage of the opportunities offered them to select the people for public offices they feel will fit into the present conditions to the best advantage. It is said.

If you haven't registered, you are requested to do it now.

TO HOLD ANNUAL TURKEY DINNER OCTOBER 3

Mrs. Ewald Schrag announced today plans are being made to hold the annual turkey dinner at the Methodist church dining room, October 3, at 6:30 p. m. The public is invited to attend.

LOCAL TRANSPORTATION HEAD REPORTS SERVICE AND PREDICTS BRIGHT FUTURE FOR

HOSPITAL GROUP TO MEET FRIDAY AT 8 P. M.

The directors of the Community Memorial hospital will meet this Friday evening at 8 o'clock at the Legion hall, when it is hoped final arrangements will be made to finish the drive for memberships. All persons interested are invited to attend.

Rat Terrier Puppy Born With Six Legs and Two Tails

Yern Bauman, 313 North Madison street, was in the business district Saturday displaying the carcass of a Rat Terrier puppy with six legs and feet and two tails. The puppy was born along with four others, but died before or shortly after birth. The carcass is being preserved in a jar of alcohol.

LOCAL BUSINESS MAN BUYS LEWIS ST. PROPERTY

Mr. and Mrs. Robert Morse announced this week that they have purchased the property of Mrs. P. Sjostrom on Lewis street. Mr. Morse plans to move his family here from Kirkland within the next week or two. He is manager of a local feed store.

Byron, Campbell Are Nominated

Russell Byron and Cecil Campbell were nominated at a caucus Tuesday evening to succeed themselves on the city council on the Citizens' ticket. They have each served several years on the council and were nominated unanimously by the group for re-election.

Kenneth Schilly was elected permanent chairman, and Norman Wolfe, secretary. Mayor Harry Bennett served as temporary chairman.

Carl Druze, Richard Hunt and Frank Thompson were elected on a replacement committee to fill vacancies in case any should occur.

There was considerable interest shown in the caucus, 15 or 18 being present, including three women.

TUALCO CLUB HOLDS INTERESTING MEETING

The Tualco Community club held its meeting at the old Grange hall Friday, September 29, with the newly elected officers presiding.

Following the meeting, an amusing program was given by the men of the club, which terminates a contest that has been underway between the men and ladies to determine which group could present the more amusing program. The men were proclaimed the winners. Judges were Mr. and Mrs. W. E. Shapcott of Cherry Gardens, Mrs. Lucile Barnett, Monroe, and Mr. and Mrs. Dan Knies, Cherry Gardens.

Luncheon was served to 85 persons, after which visiting and dancing were enjoyed.

Guests of the meeting were members of the Cherry Garden Community club.

A special meeting will be held October 5. All members are urged to attend.

METH. CHURCH HOLDS CANNED FOOD DRIVE

The annual drive for canned food for the Children's Home in Everett is being conducted by the Methodist church, the Rev. John Johnson announced today. Anyone wishing to contribute should leave the donations at the Methodist church.

To meet contemporary requirements, what may reasonably be expected, the way of future progress, the index stands ready expanded more its system, since it six months ago, and improvements from it ter Bourdage, general announced today.

The improvements, purchase of a new set of the manager, room changes here and t the depot. Improvement etude a ticket office- ing of the main office been planned for soon be done as soon as available. When the ed through the depot relieve the drivers of ily, enabling them to time to the handling

Surveys are being with a view of expansion service, est rural areas of this re portation service will all places where the is needed and will t cost of the extension

During the short ti has been here, Mr. B is convinced the Monr ahead fairly rapidly materials are availa a steady growth for 3 ly after the road be Carnation and the Me off are finished. The points out, will dive tourists and other here annually who travel over other rou

He commended the rose people in looking toward, and especial toward strangers. Coe illness, he said, hurta a long ways toward b Some improvements t this community, he p an adequate street s sewer system to serv street improvements, t a portion of the city, t serve all of it in an dependable water sy one of the greatest i growing community, tross which the local solve and they alone a good job of it, he ex

TRAFFIC ENFORCEMENT REGULATIONS IN MONROE AND PROPOSED METER INSTALLATION CONDEMNED AT CAUCUS

Sen. H. Mitchell Favors Schools

Senator Hugh E. Mitchell while on a hurried visit through this region last Thursday afternoon declared that of the many pressing problems of reconversion, the education of Washington State children occupies number one place.

"In all of the cities and towns I have visited the major problem has been the outworn, inadequate, unsafe and insanitary school plant, wholly inadequate to meet 1946 and future needs," he declared. "School people up and down our coast," he continued, "and all through Central Washington, have impressed upon me that we are headed into 1947 with a school plant designed to meet 1927 needs."

Senator Mitchell in commenting on the report issued recently by Dr. Strayer, commended the enlightened spirit of the legislature in providing for the investigation and said, "We in Washington State have a war-worn population. In helping to provide the materials which won the war, we have acquired new and inescapable responsibilities. The most important responsibility we have is to our children."

Mitchell advocates a public works program for school construction matching local and state funds on a basis of two dollars for one dollar, as well as federal aid for teachers in pay on the job and adequate retirement payments.

"We have a great and growing region," Mitchell said, "our children will reap its benefits and can pay its costs; our obligation is to provide for them now."

With the announced intention of what was termed easing up on minor traffic violations and excessive fines, and to oppose the proposed installation of parking meters here, Kenneth Dezoull and Jack Wolfkill were nominated candidates for the city council on the Better Government For Monroe ticket at a caucus, which was held at the Legion hall Wednesday evening.

They will oppose Russell Byron and Cecil Campbell, who were nominated the evening previously on the Citizens' ticket.

Robert Schuler, Harry Donovan and Toby Hurch were elected on a committee whose function will be to fill vacancies in case any should occur on the Better Government For Monroe ticket before the election, which will be held November 5.

A Business Representative committee was elected, consisting of Robert Schuler, C. E. Moore, the Rev. Joseph Speakes and Glen Neal.

Irvin Pausselt acted as chairman, and Mrs. Harry Donovan was elected secretary. Mayor Harry Bennett was asked why the city council went ahead and made arrangements for parking meters when 90 per cent of the business men and many farmers were opposed to them.

He replied that complaints had been made relative to parking problems and that the council felt meters would solve the problems. He also stated that he had spent several days recently checking other towns in which meters have been installed and that he was told they were proving satisfactory.

Protests were shouted from different places over the hall against the meters, and some of the farmers said they refused to do any more business in Monroe if the meters were installed. One farmer said that he is spending about \$10,000 a year in Monroe and that if the meters are installed he will discontinue his business relations with this community.

The mayor was accused of being influenced by five or six persons instead of the general masses.

those imposed in other places, including the state highway patrol. He said that \$15 fines are imposed by the patrol for running red lights, while he usually imposed a fine of \$5.

One man said he had been fined \$10 for running a red light and \$10 for not appearing in court at a stipulated time. A number spoke in protest against the way in which the traffic regulations are being enforced.

One man said he was in favor of imposing fines for traffic violations, as he did not consider it safe for children when car operators do not observe traffic regulations.

One man said he was in favor of common sense traffic law enforcement and not the "culture" type or "Snohomishite" type that is underway in Monroe.

Mr. Clark was asked how much the fines had been during the last month, to which he replied possibly \$800 or \$900.

In conclusion, Mayor Bennett said that he believes in settling questions similar to those aired, in the good old American way, and that he is willing to be governed by the majority.

The city hall, where the caucus was announced to have been held, was jammed to overflowing shortly after 7 p. m., and it was necessary to adjourn to the American Legion hall so the people could be accommodated. It was conservatively estimated that more than 200 attended the caucus.

TUALCO COM. CLUB GIRLS ASKED TO REGISTER

All girls over 16 years who are members of the Tualco Community club and are interested in becoming a queen candidate for the "Night in the Klondike" celebration to be given at the Cherry Garden Grange, are requested to register with Mrs. Helen Hartzell immediately to receive instructions.

Monroe Odd Fellows Visit Snohomish Lodge

Members of the Monroe Odd Fellows lodge were guests of the Snohomish lodge last Thursday evening. Degree work was the order of the day. The Snohomish lodge is invited to be the guest of the Monroe group Saturday night. Solano Odd Fellows lodge will

CHAMBER OF COMMERCE TO LAUNCH CONSTRUCTIVE COMMUNITY PROGRAM AT CITY HALL FRIDAY

Bearcats Victors In First Game

By Dick Roughton

The Monroe Bearcats showed a crowd of more than 800 fans real drive and speed Saturday evening as they defeated the Issaquah Indians 20 to 0 in their first gridiron contest of the season, on the newly-lighted Memorial Field.

The game got off to a good start as the boys from Monroe scored by a 15-yard touchdown pass, Boyes to Walker, in the first few minutes of the first quarter. The remainder of the first quarter was a battle as neither team scored.

The second quarter was as successful as the first as the Bearcats again crossed the goal line for another tally. The ball was carried over by the quarterback, Cal Boyes, on a line back. The try for point which followed the touchdown was good as Walker completed a pass to Boyes, making the score at the half 13-0 in favor of Monroe.

The Bearcats received the kickoff at the beginning of the third quarter and ran to Issaquah's 30-yard line. The boys from Monroe then pushed to Issaquah's own 10-yard line, but lost the ball and Issaquah boated it back to their 40. Monroe then packed the ball to Issaquah's 5-yard line, where Norm Walker carried it over on a center smash. The conversion for this touchdown was also good, as Boyes throw a pass that was completed by a spectacular catch by Kermit Lund.

The fourth and last period of the

The Monroe Chamber of Commerce will hold its initial meeting after the vacation period this Friday evening at 8 o'clock at the city hall, at which time a constructive program will be discussed and carried out, Dr. Percy P. Cooley, president, announced today.

Among the subjects to be discussed at the meeting will be the proposed parking meters, street lighting, improvements of the street system, extension of the sewer system, millage election, and similar subjects. Short talks not to exceed 10 minutes will be made by selected speakers on the different subjects to be taken up, Dr. Cooley said.

The matter of an adequate street lighting system, by a than usual importance for the reason that considered the Gateway Stevens Pass Highway ends of tourists and through here annually tive to the future prog he contends, that an mental lighting system soon as possible.

From a sanitation points out, it is imp sewer system be ex serve all parts of M posed extension, he w cussed by someone w matter some consider

Everyone agrees, h local street system an ed and kept in good times. This subject w cussed for 10 minutes lected for that phase.

Another feature w before the body is th extra millage for the local schools, he said has been discussed r School Board, and is by some of the local p

The advisability of the city limits, he s order at the meeting, they believe this wou movement if the peo munity wish it. Mon city with a population 000 if the limits we was said. These features, Dr. e discussed and no them will be carried next year or two. T next for the discuss

Two unfinished business #1 AR20C-017

PURCHASE MODERN HOME ON BLAKELY STREET

Mr. and Mrs. M. N. Mason, Olympia, have purchased the former Doolittle modern home on Blakely street from the Northwest Lumber Co. Agents Conference and have the sale recently acquired property. The sale was made by Randall A. Whitfield.

High District 20 Years Old

Figures Show That Fifty Enrolled First Rapid Gain in Attendance 1923

ans under way for the in- facilities at the high (the matter about to be put ers in the coming election 9. It is interesting to note atter of Monroe's first high dling was just taking root ears ago. The first meet- as the formation of a high trict was held in June in that time there were 36 po- in the high school build- may be seen on south Lew- erving as a garage for the ch trucking company. High ighers for a union high re held in the various dis- September 18, 1909. Even antiposed in this election t it came the present high trict known as the Monroe h School District No. 103, er the next year the voters d to vote bonds of \$60,000 uilding and as now the s were submitted to the alling the type of structure plement which would be in- an overwhelming answer was nd the vote in favor of the was four to one.

the contract was let and stone laid on September 17, t fall the enrollment was t with three teachers in h another member being he faculty before the term

ing a comparison between e years ago we find that at there were 50 pupils in the st year there were 246 stud- ed. Up until this time the ool building has adequat- e needs of the district, ions are now that more quarters will have to be er them.

Union High School Will Not Increase Taxes More Than Present, Indicated By Financial Statement

Auditor Submits Figures Showing That District Can Well Pay Voting Bonds; Total Assessed Valuation of High School at No. 103 on 1928 Tax Rolls is \$1,917,651; Debt Limit \$5,882.55

years ago when the people and the surrounding school dited and formed the Union High District, they voted to selves for the sum of \$60, a suitable building. ere at that time some thirty ighers in the high school, of that time and the school ertainly to be commended e foresight in erecting a hich has done so well in e changed conditions of the e enormous increase in hool enrollment.

STATEMENT OF UNION HIGH SCHOOL DISTRICT NO. 103 AND COMPONENT DISTRICTS, AS OF APRIL 30, 1929

Valuation	Cash Bal.	Gen. Fund	Outstanding	Warrants	Cash Bal.	Bonds
\$234,599	709.50		\$1,139.72			
280,048	1,845.02		114.00		730.05	3,000.00
363,491	2,974.77					
1,140,522	7,074.33		14.90	3,859.71		5,000.00
\$1,917,651	\$12,074.32		\$1,248.68	4,289.67		\$8,000.00
	4,385.04		32,487.18	1,048.50		\$2,000.00

standing in both bond and ds for April 30, 1929.

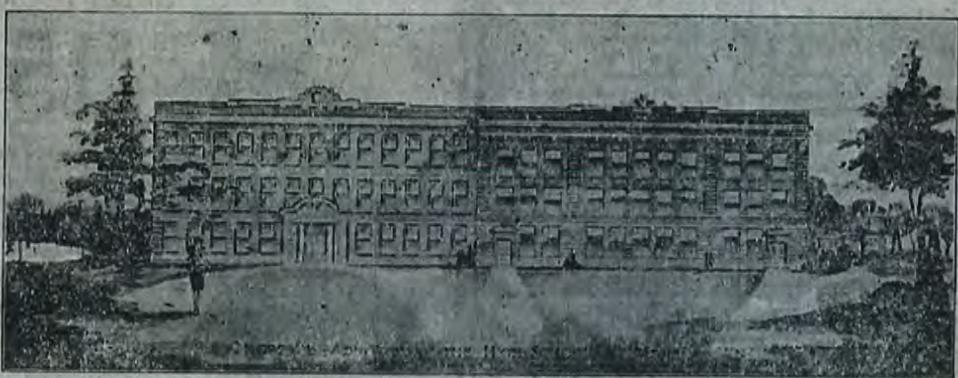
\$227.15
1738.58
1863.61
11,164.94

\$16,643.89

al assessed valuation of Un- School District No. 103 on ax rolls was \$1,917,651.00. istrict has a debt limit of \$5,882.55.

Madness now exists in the h District and all of the districts have cash and un-

Showing Proposed Addition to Present High School Building



attendance has been increasing; since 1923 the increase has been rapid. The following figures deal only with the number of those comprising the various graduating classes and this fact should be borne in mind since it is generally known that the senior group is always the smallest in the school.

Class of 1911—6
Class of 1912—6
Class of 1913—5
Class of 1914—17
Class of 1915—11
Class of 1916—15
Class of 1917—12
Class of 1918—13
Class of 1919—13
Class of 1920—15
Class of 1921—21
Class of 1922—11
Class of 1923—18
Class of 1924—23
Class of 1925—22
Class of 1926—24
Class of 1927—27
Class of 1928—30
Class of 1929—41

SCHOOL BOARD MAKES STATEMENT TO PUBLIC

We, the members of the Board of the Monroe Union High School, wish to explain to the school patrons and all tax payers of the district that our action in calling for a bond issue is not a hasty decision but is the result of four months of careful planning and deliberation. We feel that the proposed plans are adequate for our present needs, and Mr. Mallis, the architect, has provided for future needs in his completed plans.

We also wish to explain that the present building is now paid for and the new addition can be provided without increasing taxes over what they have been in the past 20 years.

We must furnish more rooms and equipment to the high school at once, or lose our standing. We feel that the young people of this community desire the best in education and we as a board feel it our duty to recommend the best school that is possible.

We therefore ask that you consider this question seriously from every viewpoint and vote for the proposed bond issue and property purchase.

Members of Board of Education,
Monroe Union High School Dist. 103
CHAS. E. TAYLOR, Pres.
E. H. STRICKSOUTH
H. C. PROHRING
FRED LONG

Member of Faculty Sets Forth Views

Declares Support of Schools Is Not Unlike Any Other Agency Which Looks to Welfare of Community

By A. F. MAHAFFEY
Principal, Monroe High School

Few things are worth having free. Schools are no exception. The maintenance of them is often the biggest single item in the property holders' local tax bill. Indeed this frequently ought to be the case. Nothing else that the community undertakes can compare with it in importance, unless it be the protection of life and health.

Statistics show that when all possible allowance is made for the increase in population and the decrease in purchasing power of the dollar, a 100% increase in the cost of education remains. Every thing else being in proportion, this is not too much. This means simply a 100% improvement in the quality and quantity of American education. Teaching is better, buildings are better, equipment is better, administration is far more efficient. For this increased opportunity to our children we spend yearly about \$2,000,000,000.

When we consider what the public school means to thousands of children and to the nation as a whole, we may consider helping to support it an act of common courtesy to which a citizen is as much committed as he is to the support of the police or fire departments or help for the care of the streets. In its lowest aspect, maintaining the schools is simply self-protection for the community.

The American high school is tremendously important in the nation's life. Boys and girls of high school age are old enough to begin to understand the needs of themselves and of society, and young and ambitious enough to want to improve conditions.

When we consider that to perhaps three-fourths of the high school pupils graduation day does not mean the "commencement" of further study, but of an active life career, we must conclude that the high school has a tremendous responsibility in directing their energy wisely.

Let us take a glance at the condition of the Monroe high school and see if the community is dealing justly with those pupils for whom the high school means the finishing ground in citizenship training. I think we can justly pride ourselves on having a fully accredited high school following the state manual of instruction, offering a varied yet well directed curriculum and above all we have been fortunate in having as fine a teaching staff, both as to training and personality, as could be found anywhere.

As to school plant, our building has been one of the best until recent years when increased attendance has made it entirely inadequate to properly handle the pupils enrolling. The following figures may be enlightening as to the extent of the increase in enrollment which the high school has had to meet in the last ten years.

1919	52
1920	122
1921	146
1922	160
1923	165
1924	187
1925	190
1926	218
1927	218
1928-29	246
1929-30 (estimated conserva- tively)	280

We must have a larger building for next year.

H. H. Waller of Everett was calling

\$,000 DUMB DORAS vs. \$65,000.00 THOMAS EDISONS

Hurrah for the NEW MONROE UNION HIGH SCHOOL ANNEX!

Why so positive? Because we, the students of Monroe, KNOW our parents and friends are ready and willing to improve our educational opportunities, knowing full well that IT PAYS.

The earnest interest of the Monroe UNION HIGH SCHOOL BOARD and patient enthusiastic efforts of our splendid faculty entitle them to the best of equipment in developing us, YOUR latent wealth and talent—IT PAYS.

This splendid improvement will serve as a further proof that MONROE is a live, progressive little city, to those interested in making their homes here, so again IT PAYS.

YOU, the voters, will feel additional pride and will profit by this investment.

Your faithful school board and faculty will speed up their efforts.

Other portions of the County will watch with pride and interest.

We, the students, will "carry on" that in our turn we may have the privilege of making brighter and more distinct the path for those who follow us—and so, LET'S GO, ALL FOR MONROE!

DON HILLIS.

ENDORSES RECOMMENDATION FOR NEW SCHOOL BUILDING

Believing that the success of the election for the issuance of bonds is very necessary for the advancement of education Edwin Twilmeyer, state high school inspector for more than 15 years, sent the following telegram to superintendent R. B. Hardin when he learned that an election was to be held on the 23rd of this month:

"Addition to high school building needed for good of schools. Bonds should carry."

Mrs. Ildon B. Pentz and small sons, Jean and Alan, spent Thursday in Snohomish, in attendance at the wedding of Mrs. Pentz's brother, Henry Trifon, of Anacortes, and Miss Ruth Livingston of Snohomish.

Believing that the success of the election for the issuance of bonds is very necessary for the advancement of education Edwin Twilmeyer, state high school inspector for more than 15 years, sent the following telegram to superintendent R. B. Hardin when he learned that an election was to be held on the 23rd of this month:

"Addition to high school building needed for good of schools. Bonds should carry."

Architect Explains New School Plans

William Mallis Gives Detailed Report of New Proposed Addition; Would Provide Space of 100 Feet By 94 Feet

By WILLIAM MALLIS
The methods used for the solution of the housing problem of the Monroe High School were long and tedious but very positive, for this solution was reached by the process of consideration and analysis of every reasonable looking scheme.

The determining factors used were, first: that the housing of the existing building should be expanded to take care of the immediate needs of the school and, second: that this be done in such a manner as to provide for future further expansion of the building without incurring extra expense at this time, or remodeling in the future. This, of course, is based on the structural condition of the existing building, which is excellent.

After much study and many meetings, the board of directors chose the scheme which increased the classroom space to the extent of approximately five classrooms, with the elimination of the existing gymnasium and the substitution of a new room for this, which combined with the auditorium meets the requirements of the school. The gymnasium facilities give a playing court for basketball of 82x44 feet, which approaches the average size in recent school systems, while seats for 850 spectators are also provided. The auditorium facilities will permit the seating of approximately 250 people, with ample stage, 22 feet deep with 48-foot procession aisle. The scheme includes a chemistry department with a chemistry laboratory and physics laboratory, with lecture rooms between and ample storage for apparatus and chemistry supplies. The home economics department with cafeteria is housed in the space now taken up by the present gymnasium, which has been for many years obsolete for high school work in western Washington. The gym is of course completely equipped with shower and locker rooms for each sex for both school work and visiting team housing, arranged so that the whole can be used for school work. In other words, the visiting team room is available for school work and on the few occasions when used by visiting teams the desired isolation can be gotten by the locking of doors. It seldom occurs that school districts have sufficient funds to set a space aside for one purpose when that purpose only occurs at occasional times. All the floor surface has been planned so that it will be used all the time for school work, or in other words extra-curricular activities and community meetings are housed in space that is laid out primarily for strictly school purposes.

The addition extends 100 feet east and is 94 feet deep and is the full height of the existing high school. The exterior elevation follows the existing high school as closely as the plans will permit, and the slightly lower windows add greatly to the general appearance of the whole building.

Hibbit's Property Last Available Site In Monroe For School Purposes; Can Buy 4.85 Acre Tract For \$3000

Original Site of Present Building Cost \$6,000.00; Board Has Option On Property For \$3000.00; Purchases Could Be Made Without Vote of People if It Joined School Property; Board Thinks Cost Can Be Met By Annual Savings

On Saturday, June 15th, two propositions will be submitted to the voters of the Union High School District. The first, relating to the bond issue for an addition to the present school building, is discussed in other columns of this issue.

The second proposition relates to the purchase of 4.85 acres of ground known as the Hibbits property, now used as a ball grounds and situated directly across Kelsey street from the present school grounds.

In asking for authority to buy this property the board is not asking for additional funds. The law, however, requires that such a purchase be submitted to the people when the property to be purchased is not adjacent to existing school property. The board feels that by careful handling of the regular yearly levy for operations enough can be saved to make the purchase.

Their reasons for wishing to buy the property are set forth below.

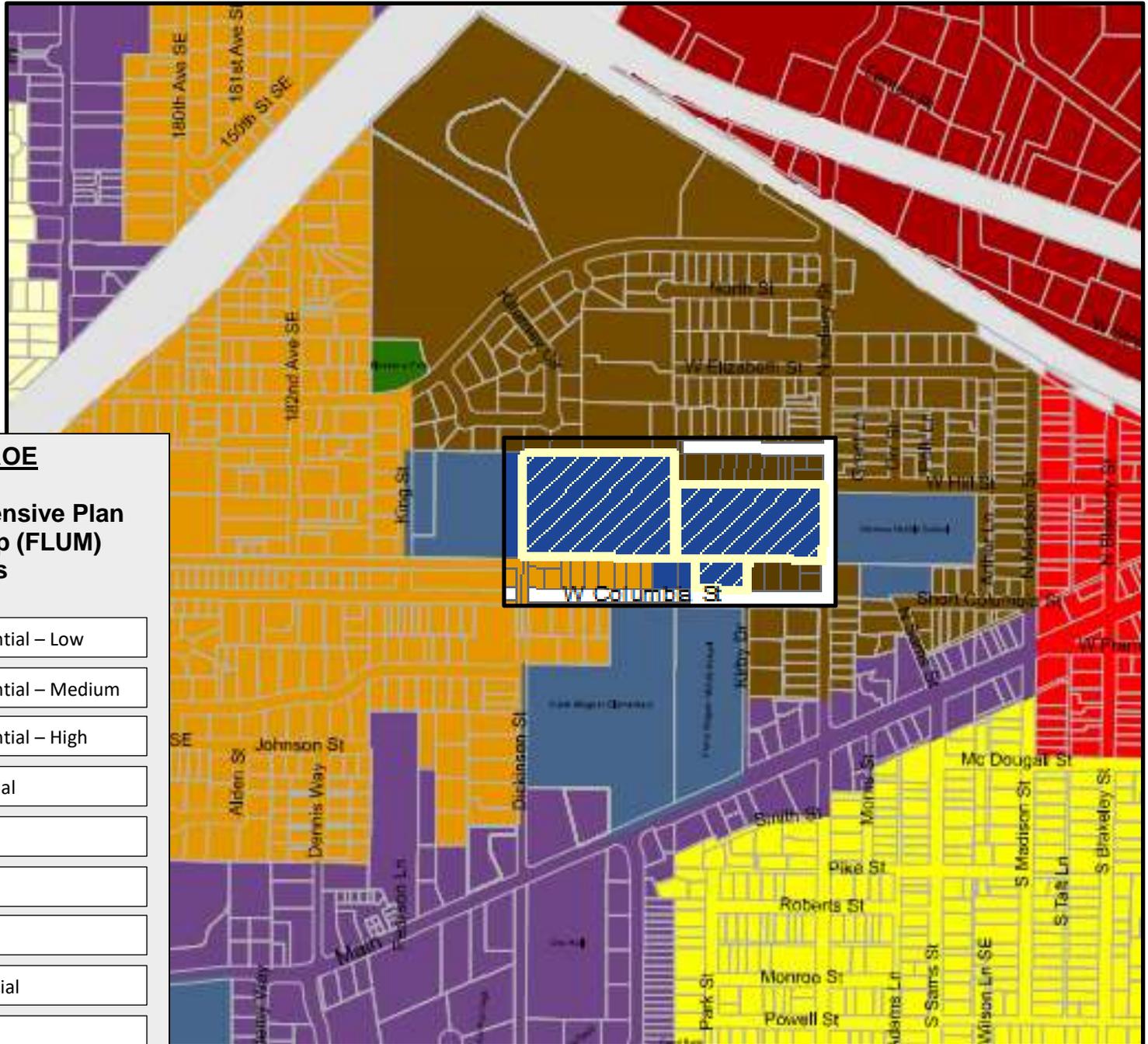
BECAUSE: It is the last remaining

available for school purposes.

BECAUSE: Monroe, as the districts of the Union High School District are rapidly growing communities and provision must be made for the future before all of the available property has been sold.

BECAUSE: The proposed addition to the high school building will extend into the present athletic field and render it unsuitable for inter-scholastic athletics.

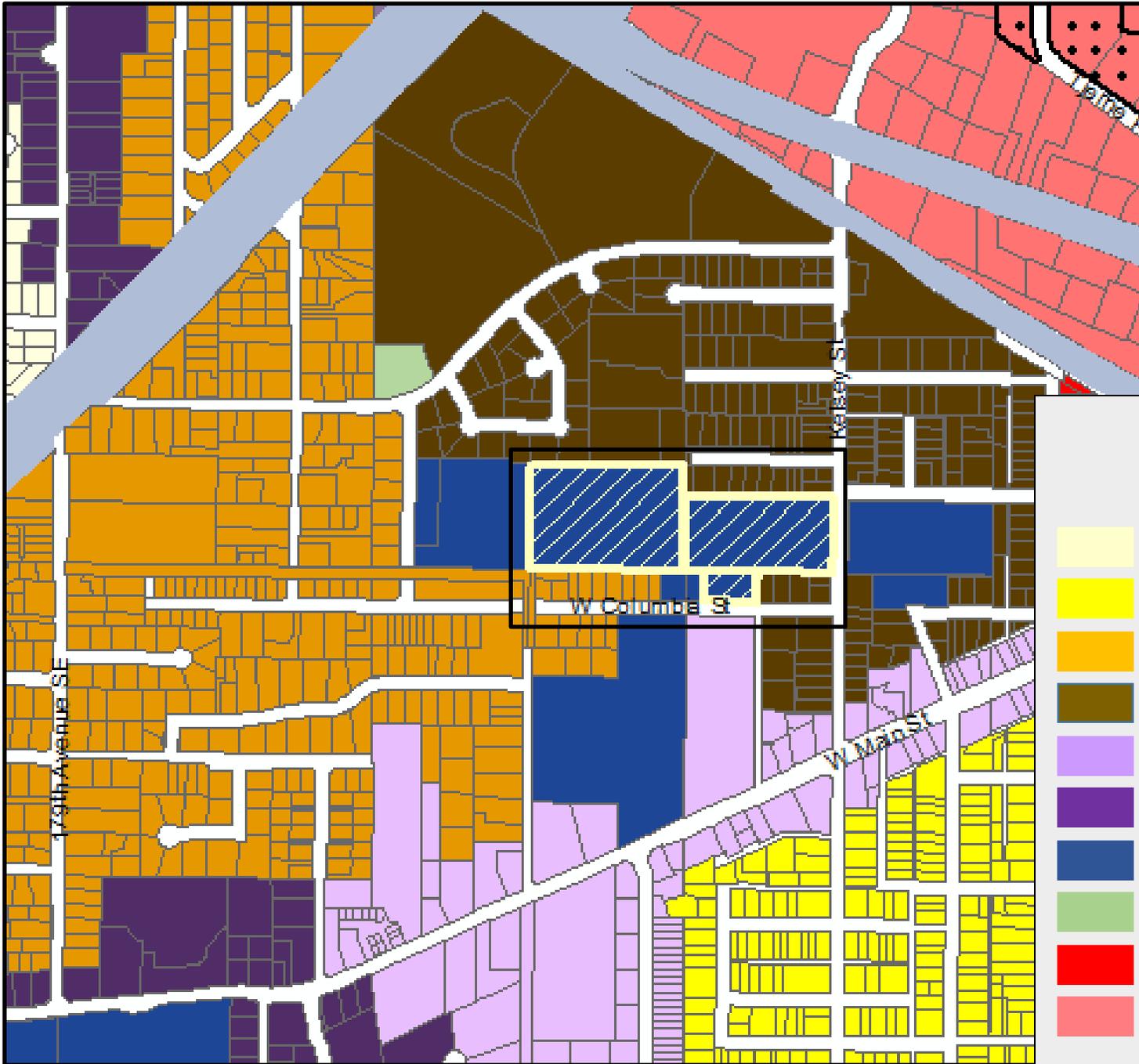
BECAUSE: The price is right. Twenty years ago the present site of the high school was purchased for \$6,000.00. The Hibbits property is exactly the same size and shape as the original grounds and lies in a similar position on the opposite side of Kelsey street. This board has secured an option on this property for the sum of \$2,000.00, just half the amount that was paid for the original property 20 years ago. This is about \$60.00 per acre but the improved land within the A-20-C-4 Monroe and in the opinion of the board and many business men of Monroe it is an exception-



CITY OF MONROE

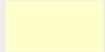
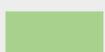
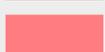
**2015 – 2035 Comprehensive Plan
Future Land Use Map (FLUM)
Designations**

	Single-Family Residential – Low
	Single-Family Residential – Medium
	Single-Family Residential – High
	Multifamily Residential
	Mixed Use
	Institutional
	Parks
	Downtown Commercial
	General Commercial



CITY OF MONROE

Zoning Designations

	Single-Family Residential (R4)
	Single-Family Residential (R7)
	Single-Family Residential (R15)
	Multifamily Residential (R25)
	Mixed Use – Neighborhood (MN)
	Mixed Use – General (MG)
	Institutional
	Parks
	Downtown Commercial
	General Commercial



FINDINGS OF FACT AND CONCLUSIONS OF LAW
Planning Commission Recommendation
2018 – 2019 Annual Comprehensive Plan Amendment Docket and Rezone

A. GENERAL INFORMATION

File Number(s):	CPA2018-A, CPA2018-B, CPA2018-01 and RZ2018-02
Project Summary:	<p>In accordance with Chapter 22.74 MMC, Comprehensive Plan Amendments, the City accepts amendment proposals annually from interested parties. Upon receipt of applications, the City Council holds a public hearing to select those proposed amendments to be placed on a docket for further consideration. The docketed Comprehensive Plan amendment applications are evaluated by the Planning Commission, which forwards to the City Council a recommendation regarding their approval. On the docket for the 2018 – 2019 amendment cycle, there are two City-initiated applications and one citizen-initiated application for the Planning Commission to review. These applications include the following proposals for amendments to the 2015 – 2035 Comprehensive Plan:</p> <p><u>CPA2018-A and CPA2018-B</u> – Two (2) City-initiated requests to adopt the Monroe School District and Snohomish School District Six-Year Capital Facilities Plans</p> <p><u>CPA2018-01 and RZ2018-02</u>– A site-specific, citizen-initiated request to change the land use designation established by the Comprehensive Future Land Use Map (FLUM) and to concurrently rezone property owned by the Monroe School District</p>
Location(s):	<p><u>CPA2018-A and CPA2018-B</u> – These proposed amendments to the 2015 – 2035 City of Monroe Comprehensive Plan are non-project actions that are not site-specific. The amendments do not apply to a specific property or properties, but rather to the entire area within the limits of the City of Monroe.</p> <p><u>CPA2018-01 and RZ2018-02</u> – The Memorial Stadium and Marshall Field site, identified by Snohomish County Assessor's tax parcel numbers 27060100205100, 27060100100400, and 27060100404500</p>
Public Hearing Date:	<p>Monday, October 28, 2019 at 7:00 PM Monroe City Hall Council Chambers 806 West Main Street Monroe, WA 98272</p>
Staff Contact:	<p>Shana Restall, Principal Planner City of Monroe 806 West Main Street Monroe, WA 98272 (360) 863-4608 srestall@monroewa.gov</p>

B. BACKGROUND

The Annual Comprehensive Plan amendment process provides an opportunity for interested parties, including members of the public, to propose revisions to the Comprehensive Plan, and to monitor and evaluate the progress of the implementation strategies and policies incorporated therein. Submitted amendment proposals may:

- Propose new sections, elements, appendices, goals, and/or policies of the plan
- Amend existing sections, elements, appendices, goals, and/or policies of the plan
- Be site-specific
- Correct errors
- Edit language
- Adopt other documents by reference
- Change the Future Land Use Map (FLUM)

The City accepts annual Comprehensive Plan amendment applications continuously. However, amendments proposed by the public after the last working day in July will not be considered until the following amendment cycle. With the exception of a few specific situations, Comprehensive Plan amendments shall be considered by the City no more than once a year. Additionally, all Comprehensive Plan amendment proposals are required to be considered concurrently so that their cumulative impacts can be determined.

C. COMPREHENSIVE PLAN AMENDMENT REVIEW PROCESS

1. Overview

Chapter 22.74 MMC, Comprehensive Plan Amendments, delineates the procedure for reviewing annual Comprehensive Plan amendment applications. All proposed Comprehensive Plan amendments must be consistent with the 2015 – 2035 Comprehensive Plan, all other City Codes and applicable regulations, and the Washington State Growth Management Act (GMA) in RCW 36.70A. Plan amendments are considered concurrently on an annual basis so that the cumulative effects of all proposed amendments can be analyzed for consistency and the overall effect on the remainder of the Plan. The annual Comprehensive Plan amendment cycle is subject to the requirements for public participation, in accordance with RCW 36.70A.140. The review process shall proceed as described below.

2. Amendment Review Procedures

a. Phase I - Selection of Amendments to be Considered

- Applications Forwarded by Staff: City of Monroe staff submits to the City Council all proposed amendments received prior to the last working day in July, along with an analysis of the proposed amendment in relation to the selection criteria and the application checklist.
- Public Hearing for Docket Selection: The City Council holds a public hearing to select those proposed amendments that should be considered for further review.
- Modifications: The City Council may modify a proposed amendment during the selection process.
- Schedule for Review: When selecting the proposed amendments to be considered, the City Council will adopt a schedule for completion of the review and amendment adoption process.

b. Phase II - Review and Action for Selected Amendments

- Staff Review: For each amendment selected by Council for the amendment cycle, staff will prepare a written analysis.

- ii. Environmental Review: Review under SEPA shall be conducted and a threshold determination issued.
- iii. Planning Commission Review: The Planning Commission shall conduct one or more public hearings to solicit comments; develop language for definitions, policies, and goals; and provide recommendations for proposed amendments.
- iv. Criteria for Recommendation of Approval: The Planning Commission shall use the following criteria in considering whether or not to recommend approval, or approval with modification, of the proposed Comprehensive Plan amendments:
 - a) Each amendment:
 - 1) Shall not adversely affect public health, safety, or welfare in any significant way;
 - 2) Shall be consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals;
 - 3) Shall be in compliance with the Growth Management Act and other State and Federal laws; and
 - 4) Must be weighed in light of cumulative effects of other amendments being considered.
 - b) In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:
 - 1) The proposed amendment addresses needs or changing circumstances of the City as a whole, or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances;
 - 2) Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts;
 - 3) Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations;
 - 4) Is compatible with neighboring land uses and surrounding neighborhoods, if applicable; and
 - 5) Is consistent with other plan elements as amended by the proposals.
 - c) Any compelling reasons relied upon to justify adopting an amendment without meeting the above criteria must be specified in the ordinance adopting the amendment. When an amendment to the Comprehensive Plan also requires a subsequent rezone or amendment to the development regulations both may be considered concurrently.
- v. Concurrent Land Use Applications: When an amendment to the Comprehensive Plan also requires a subsequent rezone or amendment to the development regulations both may be considered concurrently.
- vi. Council Public Hearing and Notice: The City Council will review the recommendation of the Planning Commission and may hold a public hearing for the purpose of receiving public comment regarding the merits of proposed amendment(s).
- vii. Council Action: Upon receipt of a recommendation from the Planning Commission, the City Council shall adopt, adopt as modified, deny, or remand the application(s) to the Planning Commission for further consideration.
- viii. Map Revisions: If the City Council approves a change to the Comprehensive Plan that changes the land use designation of parcels within the Urban Growth Area, the City Council shall adopt an ordinance that amends the Comprehensive Plan Land Use Map and authorizes the Mayor to sign the revised map.
- ix. Revocation: The Comprehensive Plan amendment may be reversed by the City Council outside of the regular amendment period, upon finding of any of the following:

- a) The approval was obtained by fraud or other intentional or misleading representation;
 - b) The amendment is being implemented contrary to the intended purpose of the amendment or other provisions of the comprehensive plan and City ordinances; or
 - c) The amendment is being implemented in a manner that is detrimental to the public health or safety.
- x. Transmittal to State – Proposed Amendments: City staff shall transmit a copy of each proposed amendment of the Plan to the State of Washington Department of Commerce at least sixty (60) days prior to the expected date of final Council action on proposed amendments.
 - xi. Transmittal to State – Adopted Amendments: Staff will transmit a copy of all adopted amendments to the Department of Commerce within ten (10) days after the adoption by the Council.

c. Appeals

Per MMC Table 22.84.060(B)(2): Decision-Making and Appeal Authorities, the Council’s decision is the City’s final action on the proposed Comprehensive Plan amendments. The decision may be appealed to the Growth Management Hearings Board.

D. FINDINGS OF FACT AND CONCLUSIONS OF LAW

The 2018 – 2019 Comprehensive Plan docket includes two City-initiated and one citizen-initiated proposals. The Planning Commission will evaluate the proposed 2018 – 2019 Comprehensive Plan amendment docket during a public hearing scheduled for October 28, 2019. Subsequent to the public hearing, the Planning Commission will forward to the City Council a recommendation concerning whether or not the docketed amendments should be approved. Upon receipt of the recommendation from the Planning Commission, the City Council shall adopt, adopt as modified, or deny the proposed amendments. Council also has the option of remanding the application(s) back to the Planning Commission for additional review.

The following applications to amend the 2015 – 2035 Comprehensive Plan will be considered by the Planning Commission at the October 28, 2019 public hearing:

- Application CPA2018-A
Amendment to the 2015 – 2035 Comprehensive Plan to adopt the Monroe School District Capital Facilities Plan 2018-2023 and incorporate the CFP into the Capital Facilities Element of the Comprehensive Plan.
- Application CPA2018-B
Amendment to the 2015 – 2035 Comprehensive Plan to adopt the Snohomish School District Capital Facilities Plan 2018-2023 and incorporate the CFP into the Capital Facilities Element of the Comprehensive Plan.
- Application CPA2018-01
Amendment to the 2015 – 2035 Comprehensive Plan and concurrent rezone to allow other land use options on property owned by the Monroe School District.

MMC 22.74.040(D), Criteria for Recommendation of Approval, provides the following criteria for review of a docketed Comprehensive Plan amendment proposal. When deciding whether or not to recommend approval of the proposed Comprehensive Plan amendments, the Planning Commission shall review the applications for consistency with the following criteria:

1. *Each amendment:*
 - a. *Shall not adversely affect public health, safety, or welfare in any significant way.*

- b. *Shall be consistent with the overall goals and intent of the comprehensive plan as amended by the proposals.*
- c. *Shall comply with the Growth Management Act and other State and Federal laws; and*
- d. *Must be weighed in light of cumulative effects of other amendments being considered.*
- 2. *In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:*
 - a. *Addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.*
 - b. *Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts.*
 - c. *Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.*
 - d. *Is compatible with neighboring land uses and surrounding neighborhoods, if applicable; and*
 - e. *Is consistent with other plan elements as amended by the proposals.*

The following **Findings of Fact** have been made about the proposed comprehensive plan amendments, and the resulting **Conclusions of Law** were established from the Findings of Fact:

- 1. **CPA2018–A:** City-Initiated Comprehensive Plan Amendment to Adopt the Monroe School District’s Capital Facilities Plan
 - a. **Description:** The application proposes an amendment to the 2015 - 2035 Comprehensive Plan to adopt the 2018 – 2023 Monroe School District Capital Facilities Plan. As the Monroe School District adopts a Capital Facilities Plan biennially, the City must revise its Comprehensive Plan every two years to adopt the School District's Capital Facilities Plan by reference. These are essentially comprehensive plan "housekeeping" amendments required of the City.
 - b. **Analysis for Consistency with Approval Criteria per MMC 22.74.040(D):** For an analysis, please see section 2.b. below.
- 2. **CPA2018–B:** City-Initiated Comprehensive Plan Amendment to Adopt the Snohomish School District’s Capital Facilities Plan
 - a. **Description:** The application proposes an amendment to the 2015 - 2035 Comprehensive Plan to adopt the 2018 – 2023 Snohomish School District Capital Facilities Plan. As the Snohomish School District adopts a Capital Facilities Plan biennially, the City must revise its Comprehensive Plan every two years to adopt the School District's Capital Facilities Plan by reference. These are essentially comprehensive plan "housekeeping" amendments required of the City.
 - b. **Analysis for Consistency with Approval Criteria per MMC 22.74.040(D):** The applications described above (CPA2018-A and CPA 2018-B) are for the same comprehensive plan amendment from two separate agencies. Therefore, the following analysis is applicable to both proposals.
 - i. **Each amendment shall not adversely affect public health, safety, or welfare in any significant way.**
 - a) **Findings of Fact:** The proposed amendments adopt the School Districts’ Capital Facilities Plans by reference and updates the City’s fee schedule to reflect the amendments. The amendments have neither a direct relation to nor an impact public health, safety, and/or welfare.
 - b) **Conclusions of Law:** The Planning Commission concludes the proposed amendment will not adversely affect public health, safety, or welfare in any significant way.

ii. Each amendment shall be consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals.

- a) **Findings of Fact:** The Capital Facilities Element of the 2015 - 2035 Comprehensive Plan incorporates both the Monroe and Snohomish School Districts' CFPs by reference. The Vision and Policy Framework in Chapter 2 of the Plan contains specific goal and policy statements including:
- i) **P.106:** Require development proponents to mitigate service and utility impacts, ensuring that proportional costs are borne by new development rather than present residents and ratepayers, and that level of service standards are not degraded.
 - ii) **P.107:** Develop and adopt new, or refine existing GMA compliant impact fees as part of financing public facilities, balancing between impact fees and other sources of public funds.
- b) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive Plan is consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals.

iii. Each amendment shall comply with the Growth Management Act and other State and Federal laws.

- a) **Findings of Fact:** Of the fourteen Planning Goals in RCW 36.70A.020, the proposals address the following:
- Urban Growth
 - Reduce Sprawl
 - Economic Development
 - Citizen Participation and Coordination
 - Public Facilities and Services

The proposals facilitate the collection of the School Districts' current impact fees, as authorized by RCW 82.02.050(5)(a):

Impact fees may be collected and spent only for the public facilities defined in RCW 82.02.090 which are addressed by a capital facilities plan element of a comprehensive land use plan adopted pursuant to the provisions of RCW 36.70A.070 or the provisions for comprehensive plan adoption contained in Chapter 36.70, 35.63, or 35A.63 RCW...

Pursuant to RCW 82.02.050(5)(a), the City of Monroe adopted Ordinance 1205, which established the authority to collect school impact fees and created a school mitigation program under GMA. Provisions for impact fees must be in the Comprehensive Plan's Capital Facilities Element to allow for their collection. The proposed Comprehensive Plan amendments would permit this to occur. The proposed amendments are in compliance with the Growth Management Act and other State and Federal laws.

- b) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive Plan complies with the Growth Management Act and other State and Federal laws.

iv. Each amendment must be weighed in light of cumulative effects of other amendments being considered.

- a) **Findings of Fact:** All proposed amendments on the 2018 – 2019 Comprehensive Plan amendment cycle docket have been noticed and reviewed concurrently. All of the proposed amendments have been weighed in light of their potential cumulative effects.

- b) **Conclusions of Law:** Planning Commission concludes the proposed amendment to the Comprehensive Plan was weighed in light of cumulative effects of other amendments being considered.
- v. ***In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:***
- a) ***Each amendment addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.***
- i) **Findings of Fact:** The proposed amendments would allow for the collection of the current impact fee amount, which is presently inconsistent with the City's adopted fee amount.
- ii) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.
- b) ***Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts.***
- i) **Findings of Fact:** Regarding file no. CPA2018-A, the Monroe School District conducted a review of the proposal under SEPA and issued a Determination of Non-Significance (DNS) on June 26, 2018. The Snohomish School District conducted a review of file no. CPA2018-B under SEPA and issued a Determination of Non-Significance (DNS) on June 27, 2018. The proposed amendments meet the requirements of MMC Chapter 20.04 MMC, RCW43.21C, and Chapter 197-11 WAC.
- ii) **Conclusions of Law:** The Planning Commission concludes that potential environmental impacts from the proposed amendment to the Comprehensive Plan have been disclosed and/or measures have been included that reduce possible adverse impacts.
- c) ***Each amendment is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.***
- i) **Findings of Fact:** These proposals are consistent with growth projections that were the basis of the comprehensive plan. Every net new residential unit incurs impact fees. The Comprehensive Plan assumes a future residential capacity at build-out. The School Districts use the calculated capacity to approximate future revenue from impact fees. The proposal would not change the growth projections.
- ii) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive Plan amendment is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.
- d) ***Each amendment is compatible with neighboring land uses and surrounding neighborhoods, if applicable.***
- i) **Findings of Fact:** The proposed amendments are not site-specific. This does not apply.
- ii) **Conclusions of Law:** The proposed amendments are not site-specific. This does not apply.

e) **Each amendment is consistent with other plan elements, as amended by the proposals.**

i) **Findings of Fact:** The proposed amendments will not amend other Comprehensive Plan elements. Furthermore, the proposed amendments will bring the Plan into compliance with both the Monroe and Snohomish School Districts' Capital Facilities Plans.

ii) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive Is consistent with other plan elements, as amended by the proposals.

3. **CPA2018-01:** Citizen-Initiated Comprehensive Plan Amendment from the Monroe School District for an Amendment to the Comprehensive Plan Future Land Use Map (FLUM) and Concurrent Rezone (File No. RZ2018-01)

a. **Description:** The Monroe School District is proposing an amendment to the 2015 – 2035 Comprehensive Plan Future Land Use Map (FLUM) to change the designation of the site known as Marshall Field and Memorial Stadium (Snohomish County tax parcel numbers 27060100100400, 27060100205100, and 27060100404500) from an "Institution" designation to a "Multifamily" designation. Concurrent with the proposed comprehensive plan amendment, the applicant submitted a rezone request to change the site's zoning from "Institutional (IN)" to "Multifamily Residential (R25)."

Project Site Land Use and Zoning Information

Existing Land Use	Comprehensive Plan FLUM Designation(s)		Zoning District	
	Existing	Proposed	Existing	Proposed
Recreation Facilities (Marshall Field / Memorial Stadium)	Institutional	Multifamily	Institutional (IN)	Multifamily Residential (R25)

The subject site is approximately 12.41 acres in area, is situated in the vicinity of N. Kelsey Street and West Columbia Street, and is currently accessed from West Columbia Street. The subject properties are largely surrounded by single-family residential uses with St. Mary of the Valley church to the west and Sky Valley Educational Center to the east. The site is largely vacant and was formerly used as a sports fields for the Monroe School District. However, according to the District, the site is no longer used for formal education programs, and does not lend itself to future school facilities. The District does not use the site for school athletic programs of other school program uses.

b. **Analysis for Consistency with Approval Criteria per MMC 22.74.040(D):**

i. **Each amendment shall not adversely affect public health, safety, or welfare in any significant way.**

a) **Applicant Response:** The proposed Comprehensive Plan Amendment would not adversely affect public health, safety, or welfare in any significant way. It is consistent with the overall goals and intent of the Comprehensive Plan. It is in compliance with the Growth Management Act and other State and Federal laws. When weighed in light of cumulative effects of other amendments being considered, the proposal continues to provide a benefit to the Monroe School District and the City of Monroe.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

Impacts on environmental elements, including public health, safety, or welfare, and the compatibility and consistency with the overall goals and intent of the

Comprehensive Plan, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

- b) **Findings of Fact:** If the proposed amendment and concurrent rezone are approved by the City, multifamily residential development is anticipated on the subject site. The construction of high-density, multifamily dwelling units on a site that is presently underutilized will increase transportation demands. Although traffic volumes would increase, the traffic analysis submitted to the City by the applicant maintains that roads would still operate at an acceptable level of service. The subject site is fully served with utilities, and any anticipated increase in demand is likely to fall within the capacity range for the City's sanitary sewer, water, and stormwater systems. Nevertheless, the potential increase in population density within the area of the proposal may generate a greater need for public safety services, which are not likely to be increased or expanded prior to development of the site.
- c) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive will not adversely affect public health, safety, or welfare in any significant way.

ii. Each amendment shall be consistent with the overall goals and intent of the comprehensive plan as amended by the proposals.

- a) **Applicant Response:** The proposed Comprehensive Plan Amendment would not adversely affect public health, safety, or welfare in any significant way. It is consistent with the overall goals and intent of the Comprehensive Plan. It is in compliance with the Growth Management Act and other State and Federal laws. When weighed in light of cumulative effects of other amendments being considered, the proposal continues to provide a benefit to the Monroe School District and the City of Monroe.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

Impacts on environmental elements, including public health, safety, or welfare, and the compatibility and consistency with the overall goals and intent of the Comprehensive Plan, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

- b) **Findings of Fact:** The proposed amendment has the possibility of providing up to 288-296 multifamily dwelling units to the City. A sufficient amount of multifamily was provided for in the 2015 Comprehensive Plan update. Any additional multifamily comprehensive plan designations or zones are not warranted at this time.

Additionally, Washington State's Growth Management Act (GMA) requires cities to consider as part of the development of their comprehensive plan the goal to: "Retain open space, enhance recreation opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities." Currently, the Park, Recreation, and Open Space Element identifies a deficit of park land of approximately 14 acres. This defect should be addressed prior to allowing a change in zoning on any undeveloped land.

- c) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive Plan is not consistent with the overall goals and intent of the comprehensive plan as amended by the proposals.

iii. Each amendment shall comply with the Growth Management Act and other State and Federal laws.

- a) **Applicant Response:** The proposed Comprehensive Plan Amendment would not adversely affect public health, safety, or welfare in any significant way. It is consistent with the overall goals and intent of the Comprehensive Plan. It is in compliance with the Growth Management Act and other State and Federal laws. When weighed in light of cumulative effects of other amendments being considered, the proposal continues to provide a benefit to the Monroe School District and the City of Monroe.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

Impacts on environmental elements, including public health, safety, or welfare, and the compatibility and consistency with the overall goals and intent of the Comprehensive Plan, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

- b) **Findings of Fact:** RCW 36.70A.020, Planning Goals, establishes objectives under the Growth Management Act to guide the development and adoption of comprehensive plans and development regulations. The Monroe School District proposal identified by file no. CPA2018-01 potentially advances the following GMA objectives:

i) **RCW 36.70A.020 – Planning Goal # 1: Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.**

ii) **RCW 36.70A.020 – Planning Goal # 2: Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.**

iii) **RCW 36.70A.020 – Planning Goal # 4: Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.**

- c) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive Plan complies with the Growth Management Act and other State and Federal laws.

iv. Each amendment must be weighed in light of cumulative effects of other amendments being considered.

- a) **Applicant Response:** The proposed Comprehensive Plan Amendment would not adversely affect public health, safety, or welfare in any significant way. It is consistent with the overall goals and intent of the Comprehensive Plan. It is in compliance with the Growth Management Act and other State and Federal laws. When weighed in light of cumulative effects of other amendments being considered, the proposal continues to provide a benefit to the Monroe School District and the City of Monroe.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

Impacts on environmental elements, including public health, safety, or welfare, and the compatibility and consistency with the overall goals and intent of the Comprehensive Plan, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

- b) **Findings of Fact:** All proposed amendments on the 2018 – 2019 Comprehensive Plan amendment cycle docket have been noticed and reviewed concurrently. All

of the proposed amendments have been weighed in light of their potential cumulative effects.

c) Conclusions of Law: The Planning Commission concludes the proposed amendment to the Comprehensive Plan was weighed in light of cumulative effects of other amendments being considered.

v. *In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:*

a) *Each amendment addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.*

i) Applicant Response: The City is currently in the process of bringing development regulations into compliance with the land use designation in the adopted 2015-2035 Comprehensive Plan. The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

The "Multifamily" zoning designation would provide a range of density between 12 and 25 dwelling units per acre where the infrastructure can support the density, and be consistent with the surrounding developments. The Subject Site is in an area of high-density multifamily development.

ii) Findings of Fact: No significant changes have occurred from the time the City's Comprehensive Plan was adopted in 2015. The Planning Commission dedicated a great deal of time assessing the land use patterns during the Comprehensive Plan update and concluded the adopted plan meeting the City's need to 2025.

iii) Conclusions of Law: The Planning Commission concludes the proposed amendment to the Comprehensive Plan is not necessary as there are no new needs or changing circumstances.

b) *Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts.*

i) Applicant Response: The proposed Comprehensive Plan Amendment is a non-project action. The Monroe School District prepared a SEPA Environmental Checklist, which discusses the anticipated potential environmental impacts. Project-level environmental impacts would be reviewed in conjunction with the review of any future subsequent land-use proposal.

ii) Findings of Fact: As each proposed amendment on the 2018 – 2019 Comprehensive Plan amendment docket must be weighed in light of cumulative effects of the other amendments being considered, the City conducted a review under the State Environmental Policy Act (SEPA) to identify potential environmental impacts in the aggregate. However, as discussed above, SEPA review on CPA2018-A and 2018-B was conducted by their respective applicants, the Monroe School District and the Snohomish School District, acting as lead agencies. Consequently, this comprehensive plan amendment proposal from the Monroe School District for a concurrent FLUM amendment and rezone, identified by file no. CPA2018-01, was the only docket proposal identified on the Determination of Nonsignificance, issued July 3, 2019. The deadline for both submitting public comments and appealing the DNS was July 17, 2019. As stated in the applicant's response above, any potential project-related environmental impacts will be addressed at the time of permit review. During the SEPA DNS concurrent comment and appeal

period, no appeals were received. However, written comments were received from the following parties:

- Ashley Floyd (email received 7/16/2019)
- Randall Trivett (email received 7/16/2019)
- Amy Martin (email received 7/17/2019)

iii) **Conclusions of Law:** The Planning Commission concludes that potential environmental impacts from the proposed amendment to the Comprehensive Plan have been disclosed and/or measures have been included that reduce possible adverse impacts.

c) **Each amendment is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.**

i) **Applicant Response:** The proposed Docket Request would be consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations. Granting the appropriate non-school designation (multifamily) adds buildable land for high-density residential infill in the City, which is consistent with the Housing, Land Use Assumptions, which rely on land use strategies to accommodate the City's housing unit needs through 2035. Some objectives include:

- Encouraging infill opportunities within existing City limits
- Encouraging the provision of diverse housing types in all areas of Monroe
- Encouraging housing growth near existing services, including park facilities

The request is necessitated because of changing circumstances as the sport fields are no longer useful or viable for the Monroe School District. In order to consider a future surplus of the properties, the Comprehensive Plan designation and zoning for the Subject Site need to be for non-school use. That action would provide increased residential (multifamily) infill land within the City, thereby meeting the goals of the Comprehensive Plan.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

ii) **Findings of Fact:** The comprehensive plan amendment application and associated rezone propose to change the future land use designation and zoning of the subject properties to accommodate multifamily residential development. At present, the site is zoned Institutional, which generally does not allow for residential development.

To ensure consistency with the Future Land Use Map (FLUM) designations that were adopted as part of the City's state-mandated periodic update of the Comprehensive Plan in 2015, the zoning of many properties within the City, including the subject site, changed when the Unified Development Regulations (UDR) went into effect on May 1, 2019. Prior to the 2015 update, the property had been designated by the FLUM as Public Facilities School (PFS), and was compatibly zoned Public Open Space (PS). However, the FLUM changed substantially during the 2015 Comprehensive Plan update. The future land use of the subject properties was designated as Institutional. When the UDR was adopted, an Institutional zone was created. Consequently, upon adoption of the UDR, all properties designated as Institutional by the 2015 FLUM were zoned Institutional for consistency with the adopted Comprehensive Plan.

The Comprehensive Plan assumes a future residential capacity at build-out. Residential capacity calculations for the 2012 buildable lands analysis were predicated on the zoning in place at the time. As detailed above, the subject

property was zoned Public Open Space (PS) at the time of the buildable lands inventory. Therefore, the properties were not included in the evaluation of the City's residential capacity to accommodate growth. Any residential development in an area that did not previously permit such residential land uses will presumably result in an increase in population capacity.

The comprehensive plan identifies a need for several different types of housing, affordable, multi-family and single family or detached housing (chapter 6). The Planning Commission discussed that the city is currently in line with the comprehensive plan for multi-family and affordable housing, so it appears that a comprehensive plan amendment/rezone of this land (Memorial Stadium and Marshall Field site) would exceed the City's buildable land projections.

iii) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive Plan is not consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.

d) ***Each amendment is compatible with neighboring land uses and surrounding neighborhoods, if applicable.***

i) **Applicant Response:** The proposed Docket Request is to provide future consistency with neighboring land uses and surrounding neighborhoods. The City is currently in the process of bringing development regulations into compliance with the land use designation in the adopted 2015-2035 Comprehensive Plan. The "Multifamily" zoning designation would provide a range of density between 12 and 25 dwelling units per acre where the infrastructure can support the density, and be consistent with the surrounding developments.

The sports fields no longer serve the programming needs of school students in the Monroe School District. Preliminary evaluation shows adequate levels of service for area utilities, and public facilities and services to serve the Subject Site with development similar to the surrounding area (multifamily). Approval of the Docket Request would provide future flexibility to the District, a public service provider, and follows the timing and regulations of the City planning processes.

ii) **Findings of Fact:** The proposal put forth by the Monroe School District is to amend the 2015 – 2035 Comprehensive Plan Future Land Use Map to change the land use designation of the subject site from an "Institution" designation to a "Multifamily" designation. Concurrent with the proposed comprehensive plan amendment, the applicant submitted a rezone request to change the site's zoning from "Institutional (IN)" to "Multifamily Residential (R25)."

The properties in question have both multi-family and single-family around them. In this area of town, with the surrounding neighborhoods the schools, the Planning Commission not believe it would be healthy for our city to intensify growth in the order of a possible 300 dwelling unit proposal. According to our PSRC requirements and their new method of packing growth along the transportation corridor, Monroe is not lacking housing numbers. Apartments are currently under construction off of Blueberry Lane, there is multi-family land available at the west end of Main St, and we are just now adding the River's Edge apartments. If we rezone this 12.41-acre area into Multi-Family, a developer would no doubt see an opportunity to add approximately 300 more units into our housing inventory. If these were subsidized housing, we would be unfairly lumping this kind of housing all into our walkable old-town area, an area which already boasts the least per-capita income of our city.

- iii) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive Plan is not compatible with neighboring land uses and surrounding neighborhoods.
- e) **Each amendment is consistent with other plan elements, as amended by the proposals.**
- i) **Applicant Response:** The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.
 - ii) **Findings of Fact:** The proposed Docket Request is consistent with the overall intent of the Comprehensive Plan as demonstrated within the application packet (including attachments and appendices), the SEPA Environmental Checklist and the Monroe School District's Capital Facilities Plan.
 - iii) **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the Comprehensive Plan is consistent with other plan elements, as amended by the proposals.

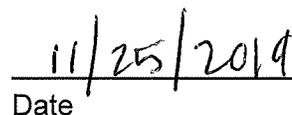
E. PLANNING COMMISSION RECOMMENDATION

Based on the analysis and findings included herein, the Planning Commission recommends the following:

Move that the Planning Commission **ADOPT** these Findings of Fact and Conclusions of Law, **AUTHORIZE** the Planning Commission Chair to sign the Findings on behalf of the Commission, and recommend that the Monroe City Council **APPROVE** proposed amendments CPA2018-A and CPA2018-B and **DENY** proposed amendment CPA2018-01 to the 2015 – 2035 Comprehensive Plan included in the 2018 – 2019 amendment docket and **DENY** associated rezone RZ2018-02.



Bridgette Tuttle, Planning Commission Chair


Date

**CITY OF MONROE
ORDINANCE NO. 026/2019**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, RELATING TO THE 2018 - 2019 ANNUAL COMPREHENSIVE PLAN AMENDMENT CYCLE; AMENDING THE 2015 – 2035 COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR SNOHOMISH COUNTY TAX PARCEL NOS. 27060100100400, 27060100205100 AND 27060100404500 FROM INSTITUTION TO MULTIFAMILY; ADOPTING THE MONROE AND SNOHOMISH SCHOOL DISTRICTS' 2018 - 2023 CAPITAL FACILITIES PLANS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Growth Management Act (Chapter 36.70A RCW) gives authority to cities to update their comprehensive plans once per year so that the cumulative effects of all proposed amendments can be analyzed for consistency and the overall effect on the remainder of the plan; and

WHEREAS, the cumulative effects of all proposed amendments to the comprehensive plan have been analyzed concurrently by the City of Monroe so that the cumulative effect of such proposals has been ascertained; and

WHEREAS, the City complied with all applicable City of Monroe Comprehensive Plan Amendment Procedures found in Chapter 22.74 MMC, Comprehensive Plan Amendments, Title 22 MMC, Unified Development Regulations, and other applicable federal, state, and local regulations; and

WHEREAS, the City provided notice of the proposed Comprehensive Plan Amendments on the City's webpage, through direct mailing, posting, and publication of hearing notices in the Everett Daily Herald; and

WHEREAS, the Monroe Planning Commission held a duly advertised public hearing on October 28, 2019, which was extended to November 11, 2019, to consider the proposed Comprehensive Plan Amendments; and

WHEREAS, the Planning Commission adopted Findings of Fact and Conclusions of Law on November 25, 2019, recommending approval of proposed amendments CPA2018-A and CPA2018-B, School Impact Fees, and denial of proposed amendment CPA2018-01, Monroe School District Site, to the 2015 – 2035 Comprehensive Plan; and

WHEREAS, the City Council reviewed the proposed Monroe Planning Commission recommendations at their January 14, 2020 meeting; and

WHEREAS, the Monroe City Council declines to adopt the Planning Commission's recommendation contained within the Findings of Fact and Conclusions of Law; and

WHEREAS, the Monroe City Council adopts the the Findings of Fact and Conclusions of Law contained in Attachment 15 to AB20-014 to approve the proposed amendments identified by CPA2018-A and CPA2018-B, and CPA2018-01; and

WHEREAS, the Monroe City Council, after considering all information received, has determined to adopt the amendments, as provided in this ordinance.

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

Section 1. CPA2018-A and CPA2018-B: School Impact Fees. The Monroe City Council hereby adopts the *Monroe School District No. 103 Capital Facilities Plan 2018 - 2023* and the *Snohomish School District Capital Facilities Plan 2018 - 2023* into the Capital Facilities Element, incorporated by this reference, as if set forth in full.

Section 2. CPA2018-01: Monroe School District Site FLUM Amendment. The Monroe City Council hereby adopts proposed amendment CPA2018-01 to the 2015 – 2035 Comprehensive Plan Future Land Use Map (FLUM), amending the designations of the sites known as Marshall Field and Memorial Stadium, identified by Snohomish County tax parcel numbers 27060100100400, 27060100205100, and 27060100404500, from "Institution" to "Multifamily." Pursuant to MMC 22.74.040(G), the Mayor is hereby authorized to sign the revised FLUM and take such other actions as may be reasonably necessary to effectuate said amendment.

Section 3. Findings, Conclusions, and Analysis. In support of the amendments approved in this ordinance, the Monroe City Council adopts the above recitals, together with the content of Attachment 15 to Agenda Bill No. 20-014. Without limitation of the foregoing, the City Council expressly declines to adopt the Planning Commission's Findings of Fact and Conclusions of Law dated November 15, 2019.

Section 4. Ordinance to Be Transmitted to Department. Pursuant to RCW 36.70A.106, the City will transmit this ordinance to the Washington State Department of Commerce within ten days after final adoption.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance or any section of the Monroe Municipal Code adopted or amended hereby 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 or code section.

Section 6. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this ____ day of _____, 2020.

First Reading: December 10, 2019
Final Reading: January 14, 2020
Published: January 17, 2020
Effective: January 22, 2020

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Cheri Hurst, Authorized Designee
of the City Clerk

J. Zachary Lell, City Attorney

**CITY OF MONROE
ORDINANCE NO. 026/2019**

AN ORDINANCE OF THE CITY OF MONROE,
WASHINGTON, RELATING TO THE 2018 - 2019 ANNUAL
COMPREHENSIVE PLAN AMENDMENT CYCLE;
AMENDING THE 2015 – 2035 COMPREHENSIVE PLAN
FUTURE LAND USE MAP; ADOPTING THE MONROE AND
SNOHOMISH SCHOOL DISTRICTS' 2018 - 2023 CAPITAL
FACILITIES PLANS; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Growth Management Act (Chapter 36.70A RCW) gives authority to cities to update their comprehensive plans once per year so that the cumulative effects of all proposed amendments can be analyzed for consistency and the overall effect on the remainder of the plan; and

WHEREAS, the cumulative effects of all proposed amendments to the comprehensive plan have been analyzed by the City of Monroe; and

WHEREAS, the City complied with all applicable City of Monroe Comprehensive Plan Amendment Procedures found in Chapter 22.74 MMC, Comprehensive Plan Amendments, Title 22 MMC, Unified Development Regulations, and other applicable federal, state, and local regulations; and

WHEREAS, the City provided notice of the proposed Comprehensive Plan Amendments on the City's webpage, through direct mailing, posting, and publication of hearing notices in the Everett Daily Herald; and

WHEREAS, the Monroe Planning Commission held a duly advertised public hearing on October 28, 2019, which was extended to November 11, 2019, to consider the proposed Comprehensive Plan Amendments; and

WHEREAS, the Planning Commission adopted Findings of Fact and Conclusions of Law on November 25, 2019, recommending approval of proposed amendments CPA2018-A and CPA2018-B, School Impact Fees, and denial of proposed amendment CPA2018-01, Monroe School District Site, to the 2015 – 2035 Comprehensive Plan; and

WHEREAS, the City Council reviewed the proposed Monroe Planning Commission recommendations at their January 14, 2020, meeting; and

WHEREAS, the Monroe City Council adopts the Planning Commission's recommendation contained within the Findings of Fact and Conclusions of Law to approve the proposed amendments identified by CPA2018-A and CPA2018-B regarding school impact fees; and

WHEREAS, the Monroe City Council adopts the Planning Commission's recommendation contained within the Findings of Fact and Conclusions of Law to deny a proposed amendment to the 2015 – 2035 Comprehensive Plan Future Land Use Map (FLUM), identified by CPA2018-01; and

WHEREAS, the Monroe City Council, after considering all information received, has determined to adopt those amendments, as provided in this ordinance.

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

Section 1. CPA2018-A and CPA2018-B: School Impact Fees. The Monroe City Council hereby adopts the *Monroe School District No. 103 Capital Facilities Plan 2018 - 2023* and the *Snohomish School District Capital Facilities Plan 2018 - 2023* into the Capital Facilities Element, incorporated by this reference, as if set forth in full.

Section 2. CPA2018-01: Monroe School District Site FLUM Amendment. The Monroe City Council hereby denies an amendment to the 2015 – 2035 Comprehensive Plan Future Land Use Map (FLUM), amending the designations of the sites known as Marshall Field and Memorial Stadium, identified by Snohomish County tax parcel numbers 27060100100400, 27060100205100, and 27060100404500, from "Institution" to "Multifamily."

Section 3. Findings, Conclusions, and Analysis. In support of the decisions concerning the proposed comprehensive plan amendments in this ordinance, the Monroe City Council adopts the above recitals and the Planning Commission Findings of Fact and Conclusions of Law dated November 25, 2019, as provided in Attachment 10 to AB20-014, and incorporated by this reference as if set forth in full.

Section 4. Ordinance to Be Transmitted to Department. Pursuant to RCW 36.70A.106, the City will transmit this ordinance to the Washington State Department of Commerce within ten days after final adoption.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance or any section of the Monroe Municipal Code adopted or amended hereby 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 or code section.

Section 6. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this ____ day of _____, 2020.

First Reading: December 10, 2019
Final Reading: January 14, 2020
Published: January 17, 2020
Effective: January 22, 2020

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Cheri Hurst, Authorized Designee
of the City Clerk

J. Zachary Lell, City Attorney

**CITY OF MONROE
ORDINANCE NO. 027/2019**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON AMENDING THE ZONING DESIGNATION OF THE PARCELS COMPRISING THE SITES KNOWN AS MARSHALL FIELD AND MEMORIAL STADIUM FROM INSTITUTIONAL (IN) TO MULTIFAMILY RESIDENTIAL (R25); PROVIDING FOR SEVERABILITY; AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, the Monroe School District submitted an application on July 31, 2018, for a citizen-initiated amendment to the City of Monroe's Official Zoning Map to a rezone certain property with an area of 12.4 acres, which is identified by Snohomish County tax parcel numbers 27060100100400, 27060100205100, and 27060100404500, and commonly known as Marshall Field and Memorial Stadium, from Institutional (IN) to Multifamily Residential (R25); and

WHEREAS, the City of Monroe SEPA Responsible Official issued a Determination of Non Significance (DNS) for this proposal on July 3, 2019; and

WHEREAS, the Monroe Planning Commission held a duly advertised public hearing on October 28, 2019, which was extended to November 11, 2019, to consider the proposed rezone; and

WHEREAS, as a result of such public hearing, the City of Monroe Planning Commission has adopted Findings of Fact and Conclusions of Law dated November 25, 2019, and forwarded a recommendation to the Monroe City Council for denial of the proposed rezone; and

WHEREAS, the City Council reviewed the Planning Commission's recommendation at the December 10, 2019 and January 14, 2020, regular City Council meetings, and determined that the zoning of the subject site should be amended; and

WHEREAS, the City Council further finds that the proposed rezone has been processed in material compliance with all applicable state and local procedures, including without limitation, the provisions of Title 22 MMC; and

WHEREAS, the proposed rezone was applied for and processed concurrently with a proposed amendment to the subject property's designation on the Future Land Use Map (FLUM) of the City's Comprehensive Plan, which amendment was approved by the City Council by the adoption of Ordinance No. 026/2019 on January 14, 2020; and

WHEREAS, the Monroe City Council finds that the proposed rezone bears a substantial relationship to the public health, safety, morals and general welfare, and is consistent with and will implement the City's Comprehensive Plan, as amended by Ordinance No. 026/2019; and

WHEREAS, the Monroe City Council, after considering all information received, has

opted to adopt the amendment, as provided in this ordinance, and approve the rezone.

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

Section 1. Monroe School District Rezone (RZ2018-01). The Monroe City Council hereby approves the zoning reclassification of certain property situated in the vicinity of North Kelsey Street and West Columbia Street, Monroe, Washington, in Township 27 North, Range 06 East, Section 01, Willamette Meridian (W.M.) on Snohomish County tax parcel numbers 27060100100400, 27060100205100, and 27060100404500, from Institutional (IN) to Multifamily Residential (R25), as shown on the attached Exhibit A, and incorporated by this reference as if set forth in full. The City Council hereby authorizes and directs that the official zoning map of the City be amended to reflect said rezone, in accordance with MMC 22.14.030(D), Amendments.

Section 2. Findings. The Monroe City Council hereby adopts the above recitals, together with the content of Attachment 15 to Agenda Bill No. 20-014, in support of the zoning map amendment effectuated by this ordinance. Without limitation of the foregoing, the City Council expressly declines to adopt the Planning Commission's Findings of Fact and Conclusions of Law dated November 15, 2019, regarding the subject rezone.

Section 3. 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 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this _____ day of _____, 2020.

First Reading: December 10, 2019
Final Reading: January 14, 2020
Published: January 17, 2020
Effective: January 22, 2020

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Cheri Hurst, Authorized Designee
of the City Clerk

J. Zachary Lell, City Attorney

**CITY OF MONROE
ORDINANCE NO. 028/2019**

AN ORDINANCE OF THE CITY OF MONROE,
WASHINGTON, AMENDING MONROE MUNICIPAL CODE
SECTION 3.50.100, IMPACT FEE SCHEDULE; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE

WHEREAS, pursuant to Chapter 82.02 RCW, and in cooperation with Monroe School District No. 103 and Snohomish School District No. 201, the City of Monroe has adopted the School Impact Fee Mitigation Program, codified at Chapter 3.50 MMC; and

WHEREAS, the City of Monroe imposes school impact fees under the authority of the Growth Management Act and tenders those fees to the affected school districts; and

WHEREAS, Chapter 3.50 of the Monroe Municipal Code sets forth the impact fees to be collected for new development based on the adopted Capital Facilities Plans of the Monroe School District and the Snohomish School District, which are incorporated into the Capital Facilities Element of the Monroe Comprehensive Plan by reference; and

WHEREAS, the City Council finds it appropriate to amend Chapter 3.50 of the Monroe Municipal Code to revise the regulatory language governing the collection of school impact fees for consistency with the 2015 – 2035 City of Monroe Comprehensive Plan; and

WHEREAS, the Monroe City Council considered the recommendation of the Monroe Planning Commission and determined to approve the amendments set forth herein; and

WHEREAS, the amendments set forth in this ordinance are consistent with and will implement the applicable provisions of the City of Monroe 2015 - 2035 Comprehensive Plan, adopted through Ordinance No. 021/2015, and subsequently amended by Ordinance Nos. 022/2015 and 024/2017.

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

Section 1. Amendment of Section 3.50.100 MMC. Monroe Municipal Code (MMC) Section 3.50.100, Impact Fee Schedule, is hereby amended as follows:

3.50.100 Impact Fee Schedule.

School impact fees, through December 31, 202~~1~~³:

School District	Single-Family	Multifamily, 1 Bedroom Per Dwelling Unit	Multifamily, 2+ Bedrooms Per Dwelling Unit
Monroe No. 103	<u>\$3,956</u> [2,749]	\$0	<u>\$6,276</u> [3,032]
Snohomish No. 201	\$0	\$0	\$0

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence.

Section 3. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this ___ day of _____, 2020.

First Reading: December 10, 2019
Final Reading: January 14, 2020
Published: January 17, 2020
Effective: January 22, 2020

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Cheri Hurst, Authorized Designee
of the City Clerk

J. Zachary Lell, City Attorney

November 25, 2019

Shana Restall, Principal Planner
Leigh Anne Barr, C.P.T., Permit Specialist

Leigh Anne,

I have answered yes or to the affirmative that CPA2018-01 does meet all of the following criteria:

1. *Each amendment:*
 - a. *Shall not adversely affect public health, safety, or welfare in any significant way;*
 - b. *Shall be consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals;*
 - c. *Shall comply with the Growth Management Act and other state and federal laws; and*
 - d. *Must be weighed in light of cumulative effects of other amendments being considered.*
2. *In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:*
 - a. *Addresses needs or changing circumstances of the city as a whole or resolves inconsistencies between the Monroe comprehensive plan and other city plans or ordinances;*
 - b. *Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts;*
 - c. *Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations;*
 - d. *Is compatible with neighboring land uses and surrounding neighborhoods, if applicable; and*
 - e. *Is consistent with other plan elements as amended by the proposals.*

I do value all of the public input and public testimony, however I think the Planning Commission could have done a better job explaining to those who were present exactly how much of the area surrounding the subject property is currently zoned multifamily. Those members of the public present at the meeting may not be aware of that fact due to current uses and the appearance that it is zoned single family. Proper planning means density is concentrated in areas near transit, shopping and other essential services.

The other item Planning Commission could have done a better job with is focus on the request of what is essentially a private citizen requesting a rezone due to the fact that their board determined they no longer needed the land. This lack of focus caused wasted time inquiring as to why the District Administration building couldn't be built on this site. That question should have been asked at a District Board Meeting.

It also felt like there was push-back because of interest that it become a public park. This is also outside the scope of what we have been asked to do. Our Park Liaison, Commission Stanger, has expressed that the Parks Department is understaffed at the current time and we also have an above average amount of park acreage for a city our size. I would hope the increase in park areas due to the Cadman Redevelopment would meet the needs of anyone who argues for more parks. This will add a large amount of open public space not far from downtown.

It is my opinion that there were two groups under-represented at the public hearing: developers who have told us that there is a lack of open, buildable land zoned multifamily and those individuals who

work in Monroe and would like to rent in Monroe but due to the lack of available units, must live elsewhere and commute in. From the statistics I have gathered related to vacancy rates, there is a definite lack of supply of available units for rent.

Thank you,

Jay Bull
Planning Commissioner



ATTACHMENT 15

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
2018 – 2019 Annual Comprehensive Plan Amendment Docket**

A. GENERAL INFORMATION

File Number(s):	CPA2018-A, CPA2018-B, and CPA2018-01
Project Summary:	<p>In accordance with Chapter 22.74 MMC, Comprehensive Plan Amendments, the City accepts amendment proposals annually from interested parties. Upon receipt of applications, the City Council holds a public hearing to select those proposed amendments to be placed on a docket for further consideration. The docketed Comprehensive Plan amendment applications are evaluated by the Planning Commission, which forwards to the City Council a recommendation regarding their approval. On the docket for the 2018 – 2019 amendment cycle, there are two City-initiated applications and one citizen-initiated application for the Planning Commission to review. These applications include the following proposals for amendments to the 2015 – 2035 Comprehensive Plan:</p> <p><u>CPA2018-A and CPA2018-B</u> – Two (2) City-initiated requests to adopt the Monroe School District and Snohomish School District Six-Year Capital Facilities Plans</p> <p><u>CPA2018-01</u> – A site-specific, citizen-initiated request to change the land use designation established by the Comprehensive Future Land Use Map (FLUM) and to concurrently rezone property owned by the Monroe School District</p>
Location(s):	<p><u>CPA2018-A and CPA2018-B</u> – These proposed amendments to the 2015 – 2035 City of Monroe Comprehensive Plan are non-project actions that are not site-specific. The amendments do not apply to a specific property or properties, but rather to the entire area within the limits of the City of Monroe.</p> <p><u>CPA2018-01</u> – The Memorial Stadium and Marshall Field site, identified by Snohomish County Assessor’s tax parcel numbers 27060100205100, 27060100100400, and 27060100404500</p>
Staff Contact:	<p>Shana Restall, Principal Planner City of Monroe 806 West Main Street Monroe, WA 98272 (360) 863-4608 srestall@monroewa.gov</p>

B. BACKGROUND

The Annual Comprehensive Plan amendment process provides an opportunity for interested parties, including members of the public, to propose revisions to the Comprehensive Plan, and to monitor and evaluate the progress of the implementation strategies and policies incorporated therein. Submitted amendment proposals may:

- Propose new sections, elements, appendices, goals, and/or policies of the plan
- Amend existing sections, elements, appendices, goals, and/or policies of the plan
- Be site-specific
- Correct errors
- Edit language
- Adopt other documents by reference
- Change the Future Land Use Map (FLUM)

The City accepts annual Comprehensive Plan amendment applications continuously. However, amendments proposed by the public after the last working day in July will not be considered until the following amendment cycle. With the exception of a few specific situations, Comprehensive Plan amendments shall be considered by the City no more than once a year. Additionally, all Comprehensive Plan amendment proposals are required to be considered concurrently so that their cumulative impacts can be determined.

C. COMPREHENSIVE PLAN AMENDMENT REVIEW PROCESS

1. Overview

Chapter 22.74 MMC, Comprehensive Plan Amendments, delineates the procedure for reviewing annual Comprehensive Plan amendment applications. All proposed Comprehensive Plan amendments must be consistent with the 2015 – 2035 Comprehensive Plan, all other City Codes and applicable regulations, and the Washington State Growth Management Act (GMA) in RCW 36.70A. Plan amendments are considered concurrently on an annual basis so that the cumulative effects of all proposed amendments can be analyzed for consistency and the overall effect on the remainder of the Plan. The annual Comprehensive Plan amendment cycle is subject to the requirements for public participation, in accordance with RCW 36.70A.140. The review process shall proceed as described below.

2. Amendment Review Procedures

a. Phase I - Selection of Amendments to be Considered

- Applications Forwarded by Staff: City of Monroe staff submits to the City Council all proposed amendments received prior to the last working day in July, along with an analysis of the proposed amendment in relation to the selection criteria and the application checklist.
- Public Hearing for Docket Selection: The City Council holds a public hearing to select those proposed amendments that should be considered for further review.
- Modifications: The City Council may modify a proposed amendment during the selection process.
- Schedule for Review: When selecting the proposed amendments to be considered, the City Council will adopt a schedule for completion of the review and amendment adoption process.

b. Phase II - Review and Action for Selected Amendments

- Staff Review: For each amendment selected by Council for the amendment cycle, staff will prepare a written analysis.
- Environmental Review: Review under SEPA shall be conducted and a threshold determination issued.
- Planning Commission Review: The Planning Commission shall conduct one or more public hearings to solicit comments; develop language for definitions, policies, and goals; and provide recommendations for proposed amendments.
- Criteria for Recommendation of Approval: The Planning Commission shall use the following criteria in considering whether or not to recommend approval, or approval with modification, of the proposed Comprehensive Plan amendments:

- a) Each amendment:
 - 1) Shall not adversely affect public health, safety, or welfare in any significant way;
 - 2) Shall be consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals;
 - 3) Shall be in compliance with the Growth Management Act and other State and Federal laws; and
 - 4) Must be weighed in light of cumulative effects of other amendments being considered.
- b) In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:
 - 1) The proposed amendment addresses needs or changing circumstances of the City as a whole, or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances;
 - 2) Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts;
 - 3) Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations;
 - 4) Is compatible with neighboring land uses and surrounding neighborhoods, if applicable; and
 - 5) Is consistent with other plan elements as amended by the proposals.
- c) Any compelling reasons relied upon to justify adopting an amendment without meeting the above criteria must be specified in the ordinance adopting the amendment. When an amendment to the Comprehensive Plan also requires a subsequent rezone or amendment to the development regulations both may be considered concurrently.
- v. Concurrent Land Use Applications: When an amendment to the Comprehensive Plan also requires a subsequent rezone or amendment to the development regulations both may be considered concurrently.
- vi. Council Public Hearing and Notice: The City Council will review the recommendation of the Planning Commission and may hold a public hearing for the purpose of receiving public comment regarding the merits of proposed amendment(s).
- vii. Council Action: Upon receipt of a recommendation from the Planning Commission, the City Council shall adopt, adopt as modified, deny, or remand the application(s) to the Planning Commission for further consideration.
- viii. Map Revisions: If the City Council approves a change to the Comprehensive Plan that changes the land use designation of parcels within the Urban Growth Area, the City Council shall adopt an ordinance that amends the Comprehensive Plan Land Use Map and authorizes the Mayor to sign the revised map.
- ix. Revocation: The Comprehensive Plan amendment may be reversed by the City Council outside of the regular amendment period, upon finding of any of the following:
 - a) The approval was obtained by fraud or other intentional or misleading representation;
 - b) The amendment is being implemented contrary to the intended purpose of the amendment or other provisions of the comprehensive plan and City ordinances; or
 - c) The amendment is being implemented in a manner that is detrimental to the public health or safety.
- x. Transmittal to State – Proposed Amendments: City staff shall transmit a copy of each proposed amendment of the Plan to the State of Washington Department of

Commerce at least sixty (60) days prior to the expected date of final Council action on proposed amendments.

- xi. Transmittal to State – Adopted Amendments: Staff will transmit a copy of all adopted amendments to the Department of Commerce within ten (10) days after the adoption by the Council.

c. Appeals

Per MMC Table 22.84.060(B)(2): Decision-Making and Appeal Authorities, the Council's decision is the City's final action on the proposed Comprehensive Plan amendments. The decision may be appealed to the Growth Management Hearings Board.

D. FINDINGS OF FACT AND CONCLUSIONS OF LAW

The 2018 – 2019 Comprehensive Plan docket includes two City-initiated and one citizen-initiated proposals:

- Application CPA2018-A
City-initiated amendment to the 2015 – 2035 Comprehensive Plan to adopt the Monroe School District Capital Facilities Plan 2018-2023 and incorporate the CFP into the Capital Facilities Element of the Comprehensive Plan.
- Application CPA2018-B
City-initiated amendment to the 2015 – 2035 Comprehensive Plan to adopt the Snohomish School District Capital Facilities Plan 2018-2023 and incorporate the CFP into the Capital Facilities Element of the Comprehensive Plan.
- Application CPA2018-01
Citizen-initiated amendment to the 2015 – 2035 Comprehensive Plan and concurrent rezone to allow other land use options on property owned by the Monroe School District.

MMC 22.74.040(D), Criteria for Recommendation of Approval, provides the following criteria for review of a docketed Comprehensive Plan amendment proposal. When deciding whether or not to approve the proposed Comprehensive Plan amendments, the City Council shall review the applications for consistency with the following criteria:

1. *Each amendment:*
 - a. *Shall not adversely affect public health, safety, or welfare in any significant way.*
 - b. *Shall be consistent with the overall goals and intent of the comprehensive plan as amended by the proposals.*
 - c. *Shall comply with the Growth Management Act and other State and Federal laws; and*
 - d. *Must be weighed in light of cumulative effects of other amendments being considered.*
2. *In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:*
 - a. *Addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.*
 - b. *Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts.*
 - c. *Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.*
 - d. *Is compatible with neighboring land uses and surrounding neighborhoods, if applicable; and*
 - e. *Is consistent with other plan elements as amended by the proposals.*

The following **Findings of Fact** have been made about the proposed comprehensive plan amendments, and the resulting **Conclusions of Law** were established from the Findings of Fact:

1. **CPA2018–A:** City-Initiated Comprehensive Plan Amendment to Adopt the Monroe School District’s Capital Facilities Plan
 - a. **Description:** The application proposes an amendment to the 2015 - 2035 Comprehensive Plan to adopt the 2018 – 2023 Monroe School District Capital Facilities Plan. As the Monroe School District adopts a Capital Facilities Plan biennially, the City must revise its Comprehensive Plan every two years to adopt the School District’s Capital Facilities Plan by reference. These are essentially comprehensive plan "housekeeping" amendments required of the City.
 - b. **Analysis for Consistency with Approval Criteria per MMC 22.74.040(D):** For an analysis, please see section 2.b. below.

2. **CPA2018–B:** City-Initiated Comprehensive Plan Amendment to Adopt the Snohomish School District’s Capital Facilities Plan
 - a. **Description:** The application proposes an amendment to the 2015 - 2035 Comprehensive Plan to adopt the 2018 – 2023 Snohomish School District Capital Facilities Plan. As the Snohomish School District adopts a Capital Facilities Plan biennially, the City must revise its Comprehensive Plan every two years to adopt the School District’s Capital Facilities Plan by reference. These are essentially comprehensive plan "housekeeping" amendments required of the City.
 - b. **Analysis for Consistency with Approval Criteria per MMC 22.74.040(D):** The applications described above (CPA2018-A and CPA 2018-B) are for the same comprehensive plan amendment from two separate agencies. Therefore, the following analysis is applicable to both proposals.
 - i. **Each amendment shall not adversely affect public health, safety, or welfare in any significant way.**
 - a) **Findings of Fact:** The proposed amendments adopt the School Districts’ Capital Facilities Plans by reference and updates the City’s fee schedule to reflect the amendments. The amendments have neither a direct relation to nor an impact public health, safety, and/or welfare.
 - b) **Conclusions of Law:** The City Council concludes the proposed amendment will not adversely affect public health, safety, or welfare in any significant way.
 - ii. **Each amendment shall be consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals.**
 - a) **Findings of Fact:** The Capital Facilities Element of the 2015 - 2035 Comprehensive Plan incorporates both the Monroe and Snohomish School Districts’ CFPs by reference. The Vision and Policy Framework in Chapter 2 of the Plan contains specific goal and policy statements including:
 - i) **P.106:** Require development proponents to mitigate service and utility impacts, ensuring that proportional costs are borne by new development rather than present residents and ratepayers, and that level of service standards are not degraded.
 - ii) **P.107:** Develop and adopt new, or refine existing GMA compliant impact fees as part of financing public facilities, balancing between impact fees and other sources of public funds.
 - b) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan is consistent with the overall goals and intent of the comprehensive plan, as amended by the proposals.
 - iii. **Each amendment shall comply with the Growth Management Act and other State and Federal laws.**
 - a) **Findings of Fact:** Of the fourteen Planning Goals in RCW 36.70A.020, the proposals address the following:

- Urban Growth
- Reduce Sprawl
- Economic Development
- Citizen Participation and Coordination
- Public Facilities and Services

The proposals facilitate the collection of the School Districts' current impact fees, as authorized by RCW 82.02.050(5)(a):

Impact fees may be collected and spent only for the public facilities defined in RCW 82.02.090 which are addressed by a capital facilities plan element of a comprehensive land use plan adopted pursuant to the provisions of RCW 36.70A.070 or the provisions for comprehensive plan adoption contained in Chapter 36.70, 35.63, or 35A.63 RCW...

Pursuant to RCW 82.02.050(5)(a), the City of Monroe adopted Ordinance 1205, which established the authority to collect school impact fees and created a school mitigation program under GMA. Provisions for impact fees must be in the Comprehensive Plan's Capital Facilities Element to allow for their collection. The proposed Comprehensive Plan amendments would permit this to occur. The proposed amendments are in compliance with the Growth Management Act and other State and Federal laws.

- b) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan complies with the Growth Management Act and other State and Federal laws.

iv. Each amendment must be weighed in light of cumulative effects of other amendments being considered.

- a) **Findings of Fact:** All proposed amendments on the 2018 – 2019 Comprehensive Plan amendment cycle docket have been noticed and reviewed concurrently. All of the proposed amendments have been weighed in light of their potential cumulative effects.

- b) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan was weighed in light of cumulative effects of other amendments being considered.

v. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:

- a) **Each amendment addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.**

- i) **Findings of Fact:** The proposed amendments would allow for the collection of the current impact fee amount, which is presently inconsistent with the City's adopted fee amount.

- ii) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.

- b) **Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts.**

- i) **Findings of Fact:** Regarding file no. CPA2018-A, the Monroe School District conducted a review of the proposal under SEPA and issued a Determination of Non-Significance (DNS) on June 26, 2018. The Snohomish School District conducted a review of file no. CPA2018-B under SEPA and issued a

Determination of Non-Significance (DNS) on June 27, 2018. The proposed amendments meet the requirements of MMC Chapter 20.04 MMC, RCW43.21C, and Chapter 197-11 WAC.

ii) **Conclusions of Law:** The City Council concludes that potential environmental impacts from the proposed amendment to the Comprehensive Plan have been disclosed and/or measures have been included that reduce possible adverse impacts.

c) **Each amendment is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.**

i) **Findings of Fact:** These proposals are consistent with growth projections that were the basis of the comprehensive plan. Every net new residential unit incurs impact fees. The Comprehensive Plan assumes a future residential capacity at build-out. The School Districts use the calculated capacity to approximate future revenue from impact fees. The proposal would not change the growth projections.

ii) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan amendment is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.

d) **Each amendment is compatible with neighboring land uses and surrounding neighborhoods, if applicable.**

i) **Findings of Fact:** The proposed amendments are not site-specific. This does not apply.

ii) **Conclusions of Law:** The proposed amendments are not site-specific. This does not apply.

e) **Each amendment is consistent with other plan elements, as amended by the proposals.**

i) **Findings of Fact:** The proposed amendments will not amend other Comprehensive Plan elements. Furthermore, the proposed amendments will bring the Plan into compliance with both the Monroe and Snohomish School Districts' Capital Facilities Plans.

ii) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Is consistent with other plan elements, as amended by the proposals.

3. **CPA2018-01:** Citizen-Initiated Comprehensive Plan Amendment from the Monroe School District for an Amendment to the Comprehensive Plan Future Land Use Map (FLUM) and Concurrent Rezone (File No. RZ2018-01)

a. **Description:** The Monroe School District is proposing an amendment to the 2015 – 2035 Comprehensive Plan Future Land Use Map (FLUM) to change the designation of the site known as Marshall Field and Memorial Stadium (Snohomish County tax parcel numbers 27060100100400, 27060100205100, and 27060100404500) from an “Institution” designation to a “Multifamily” designation. Concurrent with the proposed comprehensive plan amendment, the applicant submitted a rezone request to change the site’s zoning from “Institutional (IN)” to “Multifamily Residential (R25).”

Project Site Land Use and Zoning Information

Existing Land Use	Comprehensive Plan FLUM Designation(s)	Zoning District
-------------------	--	-----------------

	Existing	Proposed	Existing	Proposed
Recreation Facilities (Marshall Field / Memorial Stadium)	Institutional	Multifamily	Institutional (IN)	Multifamily Residential (R25)

The subject site is approximately 12.41 acres in area, is situated in the vicinity of N. Kelsey Street and West Columbia Street, and is currently accessed from West Columbia Street. The subject properties are largely surrounded by single-family residential uses with St. Mary of the Valley church to the west and Sky Valley Educational Center to the east. The site is largely vacant and was formerly used as a sports fields for the Monroe School District. However, according to the District, the site is no longer used for formal education programs, and does not lend itself to future school facilities. The District does not use the site for school athletic programs of other school program uses.

b. Analysis for Consistency with Approval Criteria per MMC 22.74.040(D):

i. *Each amendment shall not adversely affect public health, safety, or welfare in any significant way.*

- a) Applicant Response:** The proposed Comprehensive Plan Amendment would not adversely affect public health, safety, or welfare in any significant way. It is consistent with the overall goals and intent of the Comprehensive Plan. It is in compliance with the Growth Management Act and other State and Federal laws. When weighed in light of cumulative effects of other amendments being considered, the proposal continues to provide a benefit to the Monroe School District and the City of Monroe.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

Impacts on environmental elements, including public health, safety, or welfare, and the compatibility and consistency with the overall goals and intent of the Comprehensive Plan, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

- b) Findings of Fact:** If the proposed amendment and concurrent rezone are approved by the City, multifamily residential development is anticipated on the subject site. The construction of high-density, multifamily dwelling units on a site that is presently underutilized will increase transportation demands. Although traffic volumes would increase, the traffic analysis submitted to the City by the applicant maintains that roads would still operate at an acceptable level of service. The subject site is fully served with utilities, and any anticipated increase in demand is likely to fall within the capacity range for the City's sanitary sewer, water, and stormwater systems. Nevertheless, the potential increase in population density within the area of the proposal may generate a greater need for public safety services, which are not likely to be increased or expanded prior to development of the site.
- c) Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive will not adversely affect public health, safety, or welfare in any significant way.

ii. *Each amendment shall be consistent with the overall goals and intent of the comprehensive plan as amended by the proposals.*

- a) Applicant Response:** The proposed Comprehensive Plan Amendment would not adversely affect public health, safety, or welfare in any significant way. It is consistent with the overall goals and intent of the Comprehensive Plan. It is in compliance with the Growth Management Act and other State and Federal laws. When weighed in light of cumulative effects of other amendments being

considered, the proposal continues to provide a benefit to the Monroe School District and the City of Monroe.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

Impacts on environmental elements, including public health, safety, or welfare, and the compatibility and consistency with the overall goals and intent of the Comprehensive Plan, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

- b) **Findings of Fact:** The proposed amendment has the possibility of providing up to 288-296 multifamily dwelling units to the City. Where the residential housing stock is 75-percent single family, the proposal is consistent with Goal 5 of the comprehensive plan by providing for a wide range of housing types for all Monroe residents.
- c) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan is consistent with the overall goals and intent of the comprehensive plan as amended by the proposals.

iii. Each amendment shall comply with the Growth Management Act and other State and Federal laws.

- a) **Applicant Response:** The proposed Comprehensive Plan Amendment would not adversely affect public health, safety, or welfare in any significant way. It is consistent with the overall goals and intent of the Comprehensive Plan. It is in compliance with the Growth Management Act and other State and Federal laws. When weighed in light of cumulative effects of other amendments being considered, the proposal continues to provide a benefit to the Monroe School District and the City of Monroe.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

Impacts on environmental elements, including public health, safety, or welfare, and the compatibility and consistency with the overall goals and intent of the Comprehensive Plan, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

- b) **Findings of Fact:** RCW 36.70A.020, Planning Goals, establishes objectives under the Growth Management Act to guide the development and adoption of comprehensive plans and development regulations. The Monroe School District proposal identified by file no. CPA2018-01 potentially advances the following GMA objectives:
 - i) **RCW 36.70A.020 – Planning Goal # 1: Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.**
 - ii) **RCW 36.70A.020 – Planning Goal # 2: Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.**
 - iii) **RCW 36.70A.020 – Planning Goal # 4: Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.**
- c) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan complies with the Growth Management Act and other State and Federal laws.

iv. Each amendment must be weighed in light of cumulative effects of other amendments being considered.

a) Applicant Response: The proposed Comprehensive Plan Amendment would not adversely affect public health, safety, or welfare in any significant way. It is consistent with the overall goals and intent of the Comprehensive Plan. It is in compliance with the Growth Management Act and other State and Federal laws. When weighed in light of cumulative effects of other amendments being considered, the proposal continues to provide a benefit to the Monroe School District and the City of Monroe.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

Impacts on environmental elements, including public health, safety, or welfare, and the compatibility and consistency with the overall goals and intent of the Comprehensive Plan, would be reviewed in conjunction with the review of environmental impacts of any future subsequent land-use proposal.

b) Findings of Fact: All proposed amendments on the 2018 – 2019 Comprehensive Plan amendment cycle docket have been noticed and reviewed concurrently. All of the proposed amendments have been weighed in light of their potential cumulative effects.

c) Conclusions of Law: The City Council concludes the proposed amendment to the Comprehensive Plan was weighed in light of cumulative effects of other amendments being considered.

v. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:

a) Each amendment addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.

i) Applicant Response: The City is currently in the process of bringing development regulations into compliance with the land use designation in the adopted 2015-2035 Comprehensive Plan. The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

The “Multifamily” zoning designation would provide a range of density between 12 and 25 dwelling units per acre where the infrastructure can support the density, and be consistent with the surrounding developments. The Subject Site is in an area of high-density multifamily development.

The proposed Comprehensive Plan Amendment addresses the needs and changing circumstances of the City as a whole because the Monroe School District is a public service provider. The District is the provider of public school education service within the City and has determined this Docket Request is necessary. The District routinely evaluates their facilities and properties for long-term viability and to evaluate necessity. The Subject Site is no longer serving the program needs of students in the District. It was therefore decided to pursue a plan for the future use of the site for a non-school use.

ii) Findings of Fact: As discussed above, 75-percent of the residential housing stock in the City is single family. New multifamily residential development is essential to establishing diversity in housing types, which would make Monroe more accessible to a wider segment of the population. The School District’s proposal has the potential to mitigate these concerns.

iii) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.

b) Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts.

i) **Applicant Response:** The proposed Comprehensive Plan Amendment is a non-project action. The Monroe School District prepared a SEPA Environmental Checklist, which discusses the anticipated potential environmental impacts. Project-level environmental impacts would be reviewed in conjunction with the review of any future subsequent land-use proposal.

ii) **Findings of Fact:** As each proposed amendment on the 2018 – 2019 Comprehensive Plan amendment docket must be weighed in light of cumulative effects of the other amendments being considered, the City conducted a review under the State Environmental Policy Act (SEPA) to identify potential environmental impacts in the aggregate. However, as discussed above, SEPA review on CPA2018-A and 2018-B was conducted by their respective applicants, the Monroe School District and the Snohomish School District, acting as lead agencies. Consequently, this comprehensive plan amendment proposal from the Monroe School District for a concurrent FLUM amendment and rezone, identified by file no. CPA2018-01, was the only docket proposal identified on the Determination of Nonsignificance, issued July 3, 2019. The deadline for both submitting public comments and appealing the DNS was July 17, 2019. As stated in the applicant's response above, any potential project-related environmental impacts will be addressed at the time of permit review. During the SEPA DNS concurrent comment and appeal period, no appeals were received. However, written comments were received from the following parties:

- Ashley Floyd (email received 7/16/2019)
- Randall Trivett (email received 7/16/2019)
- Amy Martin (email received 7/17/2019)

iii) **Conclusions of Law:** The City Council concludes that potential environmental impacts from the proposed amendment to the Comprehensive Plan have been disclosed and/or measures have been included that reduce possible adverse impacts.

c) Each amendment is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.

i) **Applicant Response:** The proposed Docket Request would be consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations. Granting the appropriate non-school designation (multifamily) adds buildable land for high-density residential infill in the City, which is consistent with the Housing, Land Use Assumptions, which rely on land use strategies to accommodate the City's housing unit needs through 2035. Some objectives include:

- Encouraging infill opportunities within existing City limits
- Encouraging the provision of diverse housing types in all areas of Monroe
- Encouraging housing growth near existing services, including park facilities

The request is necessitated because of changing circumstances as the sport fields are no longer useful or viable for the Monroe School District. In order to

consider a future surplus of the properties, the Comprehensive Plan designation and zoning for the Subject Site need to be for non-school use. That action would provide increased residential (multifamily) infill land within the City, thereby meeting the goals of the Comprehensive Plan.

The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

- ii) **Findings of Fact:** The comprehensive plan amendment application and associated rezone propose to change the future land use designation and zoning of the subject properties to accommodate multifamily residential development. At present, the site is zoned Institutional, which generally does not allow for residential development.

To ensure consistency with the Future Land Use Map (FLUM) designations that were adopted as part of the City's state-mandated periodic update of the Comprehensive Plan in 2015, the zoning of many properties within the City, including the subject site, changed when the Unified Development Regulations (UDR) went into effect on May 1, 2019. Prior to the 2015 update, the property had been designated by the FLUM as Public Facilities School (PFS), and was compatibly zoned Public Open Space (PS). However, the FLUM changed substantially during the 2015 Comprehensive Plan update. The future land use of the subject properties was designated as Institutional. When the UDR was adopted, an Institutional zone was created. Consequently, upon adoption of the UDR, all properties designated as Institutional by the 2015 FLUM were zoned Institutional for consistency with the adopted Comprehensive Plan.

The Comprehensive Plan assumes a future residential capacity at build-out. Residential capacity calculations for the 2012 buildable lands analysis were predicated on the zoning in place at the time. As detailed above, the subject property was zoned Public Open Space (PS) at the time of the buildable lands inventory. Therefore, the properties were not included in the evaluation of the City's residential capacity to accommodate growth. Any residential development in an area that did not previously permit such residential land uses will presumably result in an increase in population capacity.

Approving the proposed Comprehensive Plan amendment will add buildable land for high-density residential infill in the City, as consistent with the Housing and Land Use Elements. The City has capacity to accommodate a greater population than is established by its growth targets. This is generally a nonissue for larger cities that have sufficient resources to take on additional growth. Nevertheless, it can prove problematic for cities like Monroe that are unable to offer similar benefits, such as greater connectivity to high-capacity transit. The Puget Sound Regional Council's draft Vision 2050 plan concentrates most projected growth along major transportation routes such as Interstate 5. It is likely that small cities, such as Monroe, will not be expected to take on the same amount as population growth. Under these circumstances, the allocated growth targets for Monroe are to be considered more of a ceiling than a floor.

- iii) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.

d) Each amendment is compatible with neighboring land uses and surrounding neighborhoods, if applicable.

- i) **Applicant Response:** The proposed Docket Request is to provide future consistency with neighboring land uses and surrounding neighborhoods. The City is currently in the process of bringing development regulations into compliance with the land use designation in the adopted 2015-2035 Comprehensive Plan. The “Multifamily” zoning designation would provide a range of density between 12 and 25 dwelling units per acre where the infrastructure can support the density, and be consistent with the surrounding developments.

The sports fields no longer serve the programing needs of school students in the Monroe School District. Preliminary evaluation shows adequate levels of service for area utilities, and public facilities and services to serve the Subject Site with development similar to the surrounding area (multifamily). Approval of the Docket Request would provide future flexibility to the District, a public service provider, and follows the timing and regulations of the City planning processes.

- ii) **Findings of Fact:** The proposal put forth by the Monroe School District is to amend the 2015 – 2035 Comprehensive Plan Future Land Use Map to change the land use designation of the subject site from an “Institution” designation to a “Multifamily” designation. Concurrent with the proposed comprehensive plan amendment, the applicant submitted a rezone request to change the site’s zoning from “Institutional (IN)” to “Multifamily Residential (R25).” Information regarding adjoining land uses and zoning districts is provided in the following table:

Land Uses and Zoning Districts Adjoining the Project Site

Direction from Site	Existing Land Use(s)	Comprehensive Plan FLUM Designation(s)	Zoning District(s)
North	<ul style="list-style-type: none"> • Multifamily residences • Single-family residences 	<ul style="list-style-type: none"> • Multifamily 	<ul style="list-style-type: none"> • Multifamily Residential (R25)
East	<ul style="list-style-type: none"> • N. Kelsey St. right-of-way • Sky Valley Education Center (across N. Kelsey St.) 	<ul style="list-style-type: none"> • Institutional • Multifamily 	<ul style="list-style-type: none"> • Institutional (IN) • Multifamily Residential (R25)
South	<ul style="list-style-type: none"> • Single-family residences • W. Columbia St. right-of-way 	<ul style="list-style-type: none"> • High Density Single-Family Residential • Institutional • Multifamily 	<ul style="list-style-type: none"> • Institutional (IN) • Multifamily Residential (R25) • Single-Family Residential – 15 Units per Acre (R15)
West	<ul style="list-style-type: none"> • St. Mary of the Valley Church • Single-family residences 	<ul style="list-style-type: none"> • High Density Single-Family Residential • Institutional 	<ul style="list-style-type: none"> • Institutional (IN) • Single-Family Residential – 15 Units per Acre (R15)

As indicated by the table above, the proposed comprehensive plan amendment appears to be compatible with neighboring land uses.

- iii) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan is compatible with neighboring land uses and surrounding neighborhoods.

e) Each amendment is consistent with other plan elements, as amended by the proposals.

- i) **Applicant Response:** The proposed request would allow potential development consistent with the 2015-2035 Comprehensive Plan and land use densities consistent with GMA requirements.

- ii) **Findings of Fact:** The proposed Docket Request is consistent with the overall intent of the Comprehensive Plan as demonstrated within the application packet (including attachments and appendices), the SEPA Environmental Checklist and the Monroe School District’s Capital Facilities Plan.

- iii) **Conclusions of Law:** The City Council concludes the proposed amendment to the Comprehensive Plan is consistent with other plan elements, as amended by the proposals.



January 8, 2020

Ben Swanson
 Community Development Director
 City of Monroe
 806 West Main Street
 Monroe, WA 98272

RE: Monroe Docketing (CPA2018-01/RZ2018-01)
 Monroe School District

Dear Mr. Swanson,

It is our understanding that additional comments can be submitted for the record regarding the Findings of Fact and Conclusions of Law submitted as part of the Planning Commission Recommendation issued for the “docket request” referenced above. These were considered and a recommendation at the November 25, 2019 Planning Commission meeting was made. A previous vote had been taken on November 11, 2019; however, it is our understanding that the appropriate Findings of Fact were not included. The Monroe School District (District) disagrees with the characterization of the work put into the request and some of the findings listed by the majority Planning Commission members (the Planning Commission vote was a split vote).

The District submitted a complete application for the 2018-2019 docket cycle. This application was filed after numerous meetings and discussions with City staff on the appropriate request to be made to the City. The requested land use and zoning designations were made after these discussions with City staff and with consideration of the long-range designations of adjacent land uses [Comprehensive Plan – Multifamily on three sides/High Density on one side (southwestern area)]. The application packet also included detailed information not typically required for a non-project action. Additionally, the District held School Board meetings and a public informational meeting on the proposed docket request to inform the public and respond to questions or comments. These efforts illustrate the District’s commitment to the process and community outreach. In addition, any future surplus of the property would require yet another public process conducted by the School Board.

The District does not agree with the following Conclusions of Law issued by the majority vote of the Planning Commission:

Approval Criteria per MMC 22.74.040(D) (It should be noted that of the four mandatory requirements only one was found to be not consistent with the overall goals and intent.)

Each amendment shall be consistent with the overall goals and intent of the comprehensive plan as amended by the proposals.

Part of the Commission discussion included that additional multifamily comprehensive plan designations or zones are not warranted at this time; however, the site is adjacent to areas already designated as multifamily, has existing urban infrastructure, adequate road systems and is a logical infill for multifamily development. Information provided in the application packet illustrated that the site could adequately be developed with all services consistent with the City's long-range planning goals of affordable housing. On October 1, 2019 the City of Monroe submitted a letter to the Snohomish County Executive Dave Somers, outlining the resolution that the City Council passed opposing expansion of the Southwest Urban Growth Area (UGA) boundary. In that resolution, it was stated that Monroe has capacity for additional population and that the City has expressed desire to accommodate additional population and economic growth at urban densities.

Also, as part of the Planning Commission discussion, there was the reference to "retain open space, enhance recreation opportunities..." by some of the Planning Commissioners. As indicated through submitted documents and public testimony, the existing field is no longer a safe or desired field-use for the District. As stated, numerous District athletic fields have been replaced or renovated to provide safe, and efficient fields for school programming and community use. The current outdated field and location do not meet the long-range goals of the District and represent a resource that could provide funding for other needed capital facilities. During the processing of this docket request, the City has not initiated any discussions to purchase the site for a possible open space or recreational use.

In addition to the mandatory requirements, there was a listing of other criteria that the docket request must meet. One of the Conclusions was that the proposed amendment to the Comprehensive Plan was not needed due to *no new needs or changing circumstances*. There are changing circumstances related to an institutional site that is no longer needed by the District and the desire to accommodate future affordable multifamily housing in an urban area with available urban services and uses. There were concerns that the proposed amendment to the Comprehensive Plan was not compatible with the neighboring land uses and surrounding neighborhoods. The area does contain a mixture of uses ranging from multifamily, single family and institutional uses. While a site plan was not required as part of the application, the District did provide a conceptual plan for the site. Besides the zoning code requirements that would be required to be met for a future development, there would be opportunities to incorporate other amenities on the site. The District is sensitive to the surrounding neighborhood and would have control of other site features that could be incorporated as part of the surplusing process; however, any future plan would be required to meet code requirements for parking, setbacks, road layout, landscaping and other development standards. There was nothing in the record to support that a future project could not be compatible with the surrounding area.

This was a long process and the District appreciates the time the staff, Planning Commission and City Council have put into the docket request. There was disappointment with the recommendation of the Planning Commission, and we believe that they erred in their Findings and Conclusions and

Ben Swanson
Community Development Director
City of Monroe
January 8, 2020
Page 3

that the requested CPA2018-01 should be approved by the Council. If you have questions related to this information, please contact me at 425.971.6409.

Sincerely,



Laura S. Brent

cc: John Mannix, Monroe School District
Dr. Fredrika Smith, Monroe School District



MONROE CITY COUNCIL

Agenda Bill No. 20-018

SUBJECT:	Authorize Mayor to Sign the City of Monroe Prosecution Contract (Primary Provider)
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	Police	Jeff Jolley	Jeff Jolley	New Business #1

Discussion: 01/21/2020
Attachments: 1. Request for Proposals (RFP)
 2. Draft contract for prosecution services

REQUESTED ACTION: Move to authorize the Mayor to sign the contract for prosecution services with Zachor and Thomas, Inc., in substantially the form presented; and expressly authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS

RCW 39.34.180 (1) Each county, city, and town is responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and referred from their respective law enforcement agencies, whether filed under state law or city ordinance, and must carry out these responsibilities through the use of their own courts, staff and facilities, or by entering into contracts or interlocal agreements under this chapter to provide these services..

DESCRIPTION/BACKGROUND

On October 8, 2019, the City issued a Request for Proposals (RFP) for Prosecution Services. The RFP was posted on the City’s website, City Hall, and sent to the Snohomish County Prosecutor’s Office (See attachment 1)

The deadline for submissions was November 1, 2019. Two proposals were received: 1) Zachor & Thomas, Inc., P.S. – *(the City’s current provider)*; and 2) John L. Rodabaugh II, Attorney at Law.

The City of Monroe utilized a panel to conduct interviews of the two proposal candidates. Panel members included: 1) Pam Haley, Monroe Municipal Court Administrator; 2) Ryan Irving, Deputy Chief, City of Monroe 3) Paul Ryan, Sergeant, City of Monroe

Interviews were held on November 21, 2019. After conducting interviews of the two proposal candidates, reviewing the interview notations, and general discussion, the Interview Panel recommended contracting for services with Zachor & Thomas, Inc., P.S. as the City of Monroe Prosecutor.

Highlights of the contract and services provided include:

- Accessibility: Multi-staff approach 24/7 to serving the prosecution needs of the City.
- Technology: The Prosecutor has purchased a system to electronically transfer case records. This will save administrative time for City staff and the Prosecutor’s office in managing the cases.
- Term: January 1, 2020, through December 31, 2022.
- Compensation: \$14,000 a month for Base Prosecution Services and \$300 per case for Forfeiture cases. Additional hourly rates for Specialty Services.

Working through the City Attorney's Office, the attached contract for prosecution services has been prepared, and vetted through the proposed contractor.

IMPACT – BUDGET

\$183,000 is accounted for in the 2020 Budget for prosecutor services. This provides for payment of a monthly rate of \$14,000 with additional funds for Specialty Services.

The previous year's budget was \$183,000 which provided for a monthly rate of \$15,000 per month plus additional funds for Specialty Services.

TIME CONSTRAINTS

The contract is for services beginning January 1, 2020 through December 31, 2022.

ALTERNATIVES TO REQUESTED ACTION

1. Do not approve the contract and provide direction to the Mayor and Staff regarding areas of concern, and to bring back an amended contract for consideration by the Council at a special meeting.
2. Do not approve the contract and provide direction to the Mayor and Staff to prepare a contract with John Brodabaugh for consideration by the Council at a special meeting.



CITY OF MONROE

REQUEST FOR PROPOSAL FOR PROSECUTING ATTORNEY SERVICES

Date: November 1, 2019
Time: 4:30 pm

I. PURPOSE OF REQUEST

The City is requesting written proposals from well-qualified law firms, attorneys and public agencies interested in serving as City Prosecutor on a contractual basis for the City of Monroe, Washington ("City").

II. TIME SCHEDULE

The City will follow a timetable, which should result in a selection of a firm by January 1, 2020. Proposals will be accepted until **4:30 p.m. on November 1, 2019**. Interviews of selected candidates will, if required, be scheduled in November 2019. The City anticipates entering into a three year contract for prosecution services upon completion of the request for proposal process with a possible one year extension at the option of the City.

III. SCOPE OF WORK

The Prosecutor will represent the City in the prosecution of all misdemeanor violations, civil and traffic infractions, criminal code enforcement and animal control matters of state law and the Monroe Municipal Code. The contracted services are intended to begin on January 1, 2020.

The City contracts with a law firm for the provision of civil legal services. The City has its own police department, with approximately 30 police officers. The City's municipal court is housed in the City of Monroe campus at 806 W Main Street, Monroe, WA 98272. Monroe Municipal Court sessions are held in a multi-purpose room which also serves as the City Council Chambers and various meetings.

IV. The Municipal Court

The Monroe Municipal Court began operating in 2015 providing court services to the City of Monroe. This request proposal is for prosecution services for this City only. The following are the total number of cases in 2018 as provided by Washington Courts:

Non-traffic related misdemeanors	451
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DUI / Physical control	71
Other traffic misdemeanors	112
Contested traffic hears with prosecutor	216

Current court sessions are every Wednesday which is a full day and includes pretrials, arraignments, compliance reviews, contested infractions with representation and in custody video calendar. The 1st and 3rd Tuesdays in the morning are reserved for motions, the 2nd and 4th Tuesday mornings are infraction hearings – non-represented. The 2nd and 4th Fridays are reserved for jury trials. At 3:15 pm on Fridays is reserved for an in custody calendar as needed.

V. SERVICES REQUESTED/QUALIFICATIONS

Required prosecution services include regular appearances at Monroe Municipal Court for all criminal case calendars, unless excused by the Court. Appearance is required in selected traffic infraction cases. Services also include:

- Review of cases for decision as to filing of criminal charges, with input from the Monroe Police Department;
- Providing discovery;
- Managing cases;
- Representing the City at arraignments, pretrial hearings, readiness hearings, motions, bench and jury trials, sentencing and review hearings, and certain contested hearings;
- Representing the City in appeals under the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ);
- Representing the City in forfeiture actions and at tow hearings;
- Representing the City in Extreme Risk Protection Orders;
- Preparing and presenting legal memoranda, subpoenas, jury instructions, and other related materials;
- Making appropriate sentencing recommendations to the Court;
- Advising the Monroe Police Department on the conduct of investigations, trial preparation, seizures, and related matters;
- Providing legal research, regular training, and assistance to the Monroe Police Department in criminal matters, including statutory interpretation, enforcement issues, and case decisions;
- Interviewing witnesses and victims of crimes;
- Advising victims regarding their rights and responsibilities;
- Assisting the City Attorney with legal and policy issues periodically;
- Creating and maintaining appropriate files; and
- Performing other related duties as required.

Minimum Qualifications:

Any attorney proposed to provide prosecution services shall be licensed in the State of Washington. Five or more years of legal experience is preferred for any attorney proposed as the lead prosecutor. Experience in the prosecution of criminal and infraction matters is highly desirable, including matters involving violations of municipal or county ordinances.

All Proposers must designate an attorney who will be accountable for contract performance. Proposers must identify one attorney as the City Prosecutor. This lawyer must appear at the Monroe Municipal Court on a regular and ongoing basis. The City Prosecutor must have prior work experience in criminal law. Prior experience as a prosecutor is strongly preferred. The contractor must provide continuity of representation while at the same time ensuring effective back-up coverage.

Any lawyer who may be called on as a back-up attorney must have current awareness of Monroe prosecution so that she or he is fully prepared to provide prosecution services in the event of an unanticipated absence. The contractor must ensure that availability of attorneys and support staff is consistent with efficient and skilled delivery of prosecution services, including coverage for regular vacations. The contractor needs to be able to involve a sufficient number of attorneys in the delivery of prosecution services as required for efficient case management.

The Prosecutor must be responsive to the Police Department, City Attorney, defense attorneys, and witnesses. For example, the City expects phone calls to the Prosecutor to be returned in a timely manner. The City anticipates that a caller would get a response from someone who is familiar with prosecution issues by the end of the next business day.

VI. PROSECUTION PHILOSOPHY

A key factor in the selection of the Prosecutor will be how well the proposer fits with certain overall City objectives. The City is committed to a philosophy of Community Oriented Policing with a focus on family issues and domestic violence. The City expects the Prosecutor to be a strong advocate in responding to domestic violence. The Prosecutor's filing decisions and agreed dispositions of cases need to be consistent with community concerns about patterns of domestic violence. The Prosecutor should also have regular and on-going contact with Police Officers to include communicating charging and filing standards, and updating officers of most recent case law and important changes in law.

VII. COMPENSATION/HOURS OF WORK

The City of Monroe and Prosecutor will enter into a professional services agreement that will provide for a compensation formula. Proposals are required to set forth the fees or fee structure (e.g. hourly, monthly retainer, per-case fee) to be charged for proposed services.

Total hours worked may vary based upon court activity, court procedures, and individual prosecutor service approach. The Prosecutor must be reasonably available for night and weekend (24 / 7) contact by police personnel.

VIII. REQUIREMENTS OF THE PROPOSAL

Please include the following in presenting your proposal:

- **Experience** – summarize experience relevant to prosecution services. Identify the attorney who would be the City Prosecutor, and the attorney designated for contact on administrative matters, if different. Include resumes of all attorneys who will provide prosecution services to include Washington Bar Numbers.
- **Method of Service Provision** – describe method of service delivery, philosophy and approach, and what makes you unique with respect to providing prosecution services.
- **Proposed Fee Structure** – Identify your proposal regarding compensation. Also, describe what expenses would be charged to the City. Identify whether you would charge for travel time or mileage to the Monroe Municipal Court.
- **Statement of Contract Compliance** – Discuss how your insurance meets the City's requirement to provide comprehensive general liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- **References** – Identify three references who can attest to your experience and capabilities as they relate to services requested. The references must include contact name, mailing address, email address and telephone number.

IX. PROPOSAL SUBMITTAL INSTRUCTIONS

A. All proposals should be sent to:

Debbie Willis, Administrative Director
City of Monroe
818 W Main Street

Monroe, WA 98272

- B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFP – Prosecuting Attorney".
- C. **All proposals must be received by Friday, November 1, 2019 at 4:30 p.m.**, at which time they will be opened. Three copies of proposals must be presented. No faxed, e-mailed, or telephone proposals will be accepted.
- D. Proposals should be prepared simply and economically, providing a straight forward, concise description of the provider's capability to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content. Use of both sides of paper sheets for any submittals to the City is desirable whenever practicable.

X. SELECTION PROCESS

- ◆ All proposals will be reviewed and screened with the top candidates invited to an interview. Appointment will occur after approval of the professional services contract by the City Council on December 10, 2019. This Request for Proposal is not an offer of employment. The City reserves the right to vary from the qualifications requested, to consider applicants who do not meet the qualifications and to reject all applicants. If you should have any questions regarding the position or the selection process, please contact Administrative Director Debbie Willis, 360-863-4579.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1	WORK DESCRIPTION 2 Prosecuting Attorney Services
CONSULTANT 3 Zachor & Thomas, Inc. P.S. 23607 Highway 99, Suite 1D Edmonds, WA 98026	CONSULTANT CONTACT NAME, AND TELEPHONE NO. 4 H. James Zachor, Jr. (425) 778-2429
FEDERAL I.D. NO. 5	BUDGET OR FUNDING SOURCE 6
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7	MAXIMUM AMOUNT PAYABLE, IF ANY 8 \$
COMPLETION DATE 9 December 31, 2022	10 <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

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THIS AGREEMENT is entered into on _____, 2019 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45

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days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

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7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

3. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

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The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

If the CONSULTANT maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and

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assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the

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CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

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21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF MONROE:

Geoffrey Thomas, City Mayor

By: _____

Title: _____

ATTEST/AUTHENTICATED:

Elizabeth M. Adkisson, MMC, City Clerk

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EXHIBIT A

SCOPE OF WORK

The Prosecutor (CONSULTANT) shall, in a capable and efficient manner and in accordance with the professional and ethical standards required of members of the Washington State Bar Association, represent the City as Prosecuting Attorney in the enforcement of its ordinances and prosecution of criminal and criminal traffic matters (gross misdemeanors and misdemeanors). The duties of the Prosecutor shall include but are not limited to the following services:

- 1.1 Review police incident reports for charging where prosecutor review is necessary
- 1.2 Maintain all current cases in an appropriate filing system;
- 1.3 Review and remain familiar with filed criminal misdemeanor and gross misdemeanor cases;
- 1.4 Interview witnesses as necessary in preparation of prosecution of cases;
- 1.5 Respond to discovery requests, make sentence recommendations and prepare legal memoranda, when necessary;
- 1.6 Prepare cases for trial, including the issuance of witness subpoenas (for service by the Police Department, when applicable), conduct evidence retrieval (with assistance of the Police Department and other City agencies), and prepare jury instructions, as necessary;
- 1.7 To assist the City Attorney, when applicable, in response to Public Disclosure requests;
- 1.8 Represent the City at arraignments, pretrial hearings, motion hearings, review hearings as requested by the judge, and bench and jury trials; as scheduled.
- 1.9 Prosecute contested code and traffic and non-traffic infraction violations as scheduled on the regular criminal calendar;
- 1.10 Represent the City in the prosecution of drug, felony and firearm forfeitures that are filed by the City with the Hearing Examiner. Forfeitures removed to other courts shall be billed at the hourly rate set forth hereafter;
- 1.11 Conduct legal update training for officers from time to time and at a mutually agreeable time and place to include quarterly Police Department training.
- 1.12 With the assistance of the Police Department, to review and make recommendations for update of the bail book, as needed. Printing and distribution shall be the responsibility of the City;
- 1.13 Be available to the Police Department for questions at all times, by providing appropriate telephone numbers; cell phone numbers, email addresses, and voice mail access. Calls are to be returned by the next business day.
- 1.14 Make recommendations to the Police Chief or City attorney concerning suggested amendments, modifications or additions to City ordinances

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- effecting the satisfactory prosecution of criminal matters.
- 1.15 Provide periodic feedback to the Police Command staff regarding the performance of City police officers in the discharge of their duties and other matters of mutual concern.

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EXHIBIT B

COMPLETION SCHEDULE

The Prosecutor (CONSULTANT) shall perform all services under this agreement in a timely and efficient manner, in accordance with the timing requirements imposed by all applicable statutes, court rules, case schedule orders and other applicable standards.

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EXHIBIT C

FEE SCHEDULE

The Prosecutor (CONSULTANT) shall be compensated for services rendered under this agreement as follows:

2.1 Base Rate—General Prosecution Services. The Prosecutor shall receive a monthly retainer of FOURTEEN THOUSAND (\$14,000.00) per month for performance of those duties set forth in Exhibit A except as specifically provided below. Forfeiture cases (drug, felony and firearms) shall be paid at the rate of \$300.00 per case if such has not been removed from hearing before the Chief Law Enforcement Officer or his designee.

2.2 Hourly Rate for Specialty Services. The following rates shall apply for the Specialty Services identified below:

2.2.1 RALJ appeals filed at Superior Court (\$250.00 per hour);

2.2.2 Appeals filed at the Court of Appeals (\$300.00 per hour);

2.2.3 Appeals filed at the Supreme Court \$300.00 per hour);

2.2.4 Extreme Risk protection order cases (\$150 per hour);

2.2.5 Cases filed at the District Courts that are not criminal gross misdemeanors or misdemeanors (examples include forfeiture cases removed to District Court) (\$250.00 per hour):

2.2.6 Such other activities or appearances, not accounted for above (such as review and re-write of city criminal/traffic/animal/parking codes), which are agreed to by the Prosecutor and the City (fee to be negotiated).

2.3 Expenses and Costs.

2.3.1 The City shall reimburse the Prosecutor for any reasonable out-of-pocket expenses that may be required, in excess of the standard scope of services (appellate filing fees, etc.) in the performance of its duties as Prosecuting Attorney.

2.3.2 Expenses of witnesses, expert witnesses, transcripts and transcriptions services, and interpreters, as may be required from time to time, shall be the sole responsibility of the City.

2.4 Annual Increase; Renegotiation.

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2.4.1 The rates set forth above shall be increased annually by three percent (3%) effective January 1st of each year during the term of this agreement.

2.4.2 In the event of a 10 percent increase in filings as measured from the number of 2020 filings, the Prosecutor may request that renegotiation of the rates set forth above. The City shall consider in good faith any such request.

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EXHIBIT D

SUBCONSULTANT LIST/SUBSTITUTE PROSECUTORS

Should the Prosecutor be absent, conflicted from, or otherwise unavailable to perform the services identified under this agreement, it shall be the responsibility of the Prosecutor to provide substitute coverage with a properly licensed State of Washington attorney, who has been previously approved by the City through its Police Chief. In the event of a dispute regarding approval of any individual, the City Council shall be final arbiter.

If a "Conflict Prosecutor" is required, such "Conflict Prosecutor" shall be approved by the City through its Police Chief. In the event a dispute regarding approval of any individual, the City Council shall be final arbiter. The Prosecutor is responsible for any and all compensation of and/or costs associated with retaining the "Conflict Prosecutor". However, if the conflict necessitating the "Conflict Prosecutor" is due to a conflict with the City, the expense of retaining a "Conflict Prosecutor" shall be the responsibility of the City.

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EXHIBIT E

MONROE CODE OF ETHICS

- [2.52.010](#) Purpose – Construction.
- [2.52.020](#) Definitions.
- [2.52.030](#) Award of contracts prohibited.
- [2.52.040](#) Board of ethics – Public officials.
- [2.52.050](#) Miscellaneous provisions.
- [2.52.060](#) Appeal – Penalties for violation.

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter [42.23](#) RCW, inclusive of any future amendments thereof. It is the city’s specific intent that the ethical standards set forth at Chapter [42.23](#) RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter [42.23](#) RCW with respect to the subject matter of said chapter. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.020 Definitions.

The following words and phrases as used in this chapter shall, unless the context clearly indicates otherwise, have the following meanings:

- A. “Advisory opinion” means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.
- B. “Hypothetical circumstances” means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC [2.52.040](#).
- C. “Prima facie showing” means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.040 Board of ethics – Public officials.

There is hereby created a board of ethics for city of Monroe public officials. The purpose of this board is to issue advisory opinions on the provisions of this code of ethics and to review and report to the city council on any alleged violations of the code of ethics, all as set forth below. The board shall also provide recommendations on amendments to the ethics ordinance, as directed by the city council:

- A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the

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confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

The regular term of office for members of the board of ethics shall be three years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1st and end December 31st. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in 2004 and ending December 31, 2004; two members appointed for terms beginning upon their appointment and ending December 31, 2005; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2006. After expiration of the initial terms, subsequent appointees shall serve a regular three-year term.

The board shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for a period of one year, unless reelected. A majority of the board of ethics shall constitute a quorum. The board shall meet as frequently as it deems necessary, or at the request of the mayor or a quorum of the city council. The board shall adopt procedures governing the conduct of its meetings, hearings and the issuance of opinions.

B. Specific Complaint Against a Public Official.

1. Any person may submit a written complaint to the mayor or city administrator alleging one or more violations of this ethics code by a public official. The allegation shall set forth specific facts with precision and detail, sufficient for a determination of sufficiency by the board. The complaint shall also set forth the specific sections and subsections of this code that the facts violate, and the reasons why. Complaints should be signed by the person or persons submitting them and include the submitter's correct name, address at which mail may be personally delivered to the submitter, and the telephone number at which the submitter may be contacted.
2. The mayor or his/her designee shall inform the public official and the council of the complaint and shall submit the complaint to the board for determination of sufficiency of the complaint within twenty-four hours of its receipt. Voice mail, email or similar notification of the defendant is acceptable if actual notice is not immediately practicable. A copy of the complaint shall also be sent to the defendant by registered mail within three days of receipt. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts which constitute a prima facie showing of a violation of a specified provision or provisions of this code. The purpose of requiring that the complaint be sufficient is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous charges.
3. The complainant shall have the responsibility for proving the allegations in the complaint by a preponderance of the evidence.
4. Complaints shall be subject to a two-year statute of limitation. The limitations period shall commence from the date that information on completion of the alleged misconduct was reasonably available to the public.
5. Complaints may be amended as authorized by the decision-maker as justice requires; provided, that the time frames of the review process provide the defendant with a fair opportunity to respond.
6. All public officials and employees, excluding the alleged violator, shall observe strict confidentiality as to the complaint and alleged violator until the review is complete, to the extent that the information is acquired as a result of a person's status as a public official or employee. Confidentiality after completion shall be maintained unless the complaint or finding is released through a public disclosure request filed with the city attorney. City officials and employees may divulge information to the extent necessary to defend against inaccurate or misleading public information about their involvement in the complaint review process. The ethics board and/or city council may divulge information to the extent necessary to correct any inaccurate or misleading public information about the complaint review process. Any person who violates this subsection shall not be subject to criminal penalties; however, a violation of this subsection may result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

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7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

8. The determination of sufficiency or insufficiency by the board is final and binding, and no administrative or other legal appeal is available. If the finding is one of sufficiency of the complaint, then the complaint shall be heard and reported as set forth below.

9. No report may be issued by the board, unless a person or entity complained against has had an opportunity to present information on his, her or its behalf at a hearing before the board.

10. A copy of the written report on sufficiency shall be delivered to the city council, person complained against, and the complaining party within ten days of conclusion of the hearing, unless a longer time period has been requested by the person complained against, and has been approved by the board or unless a longer time period has been requested by the board and has been approved by the city council.

11. In the event the written report provides that the board has found sufficiency in the allegations against whom the complaint has been filed, the matter shall be referred for hearing to the city's hearings examiner unless the defendant requests the matter be heard by the ethics board. (Hearings examiners will be rotated from a rotational roster maintained by the city and shall be licensed and practicing attorneys who are not residents of the city.)

a. Hearings by a hearings examiner or the ethics board must be held within twenty days of a finding of sufficiency unless an extension is requested, or granted, by the defendant. The hearing must be concluded within ten days of commencement of the hearing unless extended by the request or agreement of the defendant.

b. Findings of fact and conclusions and opinion of the hearings examiner or the ethics board must be received by the council no later than seven days after the conclusion of the hearing.

c. The complainant or defendant may request a subpoena for documentary evidence or the attendance of witnesses by making a written application to the mayor describing in detail the subject matter of the proposed subpoena and an explanation of why such information is reasonably necessary in order to conduct the hearing. The subpoena may be issued in the event the mayor determines the subpoena request is reasonable, relevant to the complaint and within the subpoena power of the city. The request for a subpoena shall be submitted to the mayor within two business days after the determination of sufficiency and the mayor shall have two business days to issue a decision. In the event the mayor denies the request or the complaint alleges a violation of the ethics code by the mayor, the defendant or complainant may request a decision from the city council. City council review shall be scheduled for the next regular city council business meeting or study session, unless an earlier special meeting is available. The commencement of the hearing on the merits shall be delayed until five days after the council makes a decision on whether to issue a subpoena.

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a

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majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

- a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.
- b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.
- c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.
- d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

13. Proceedings by the board or the hearings examiner when they relate to action involving a person shall be made in executive session; however, upon request of the person involved, the proceeding shall be open to the public. The complaint, the determination of sufficiency or no sufficiency, and written report of the board or the hearings examiner shall be considered public records.

14. Action by the city council shall be by majority vote. If the proceeding involves a member of the city council, the member does not vote on any matter involving the member. As provided in RCW [35A.12.100](#), the mayor shall vote in the case of a tie, except if the action is against the mayor. Deliberation by the council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

15. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts, which constitute a prima facie showing of a violation of a specified provision or provisions of this code.

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

D. Board Unavailability – Hearing Examiner Authority. In the event the ethics board is unable to perform any function designated under this section due to lack of a quorum or other reason, such function shall instead be

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performed by the hearing examiner who shall be governed by the board's procedures. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.080)

2.52.050 Miscellaneous provisions.

The board of ethics shall also render written opinions concerning the applicability of the code of ethics to hypothetical circumstances or situations upon the request of the mayor or any council member. Requests for opinions from the public must be approved by either the mayor or a majority vote of council.

The city shall release copies of any written report resulting from a review of a complaint and any written censures or reprimands issued by the city council in response to public records requests as consistent with Chapter [42.56](#) RCW and any other applicable public disclosure laws.

The mayor shall provide staff, as he or she deems appropriate, to assist the board of ethics. Board members shall be reimbursed by the city for reasonable expenses incurred in their exercise of the official business of the board, consistent with the expense reimbursement policies of the city.

The city clerk shall cause a copy of this code of ethics to be distributed to every public officer of the city within thirty days after enactment of the ordinance codified in this chapter. The ordinance codified in this chapter will also be made available on the city's web page and hard copies will be made available upon request. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.090)

2.52.060 Appeal – Penalties for violation.

Appeal of a decision of the board of ethics that the code of ethics has been violated, or a decision of the city council as to an admonition, reprimand, censure, or removal, may be filed with the Snohomish County superior court, Washington State. Any person who files with the ethics board a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to criminal penalties, violators shall pay a civil penalty of five hundred dollars, or three times the economic value of anything received in violation of this chapter, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.100)

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MONROE CITY COUNCIL

Agenda Bill No. 20-019

SUBJECT:	<i>Selection of 2020 Mayor Pro Tem; Council Committees; and Various Council Appointments</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	City Clerk	Elizabeth Adkisson	Deborah Knight	New Business #2

- Attachments:**
1. Summary of French Creek Flood Control District Board Requirements
 2. Snohomish County Tomorrow Steering Committee Information
 3. Board of Health Representative Information
 4. 2019 Council Legislative Committees List

REQUESTED ACTION:

- A. Move to appoint Councilmember _____ as Mayor Pro Tempore for 2020.
- B. Move to appoint Councilmember _____ as the Council representative to the French Creek Flood Control District Joint Board.
- C. Move to appoint Councilmember _____ as the Council representative to the Snohomish County Tomorrow Steering Committee.
- D. Move to support the appointment of Snohomish Councilmember Linda Redmon to continue serving as the Snohomish County Board of Health District 5 Representative.
- E. Move to appoint Councilmembers _____ and _____ to review and sign bills for 2020.
- F. Move to assign Councilmembers _____, _____, and _____ to the 2020 Public Safety Committee.
- G. Move to assign Councilmembers _____, _____, and _____ to the 2020 Finance and Human Resources Committee.
- H. Move to assign Councilmembers _____, _____, and _____ to the 2020 Legislative Affairs Committee.
- I. Move to assign Councilmembers _____, _____, and _____ to the 2020 Transportation/ Planning, Parks and Recreation, and Public Works (P3) Committee.

POLICY CONSIDERATIONS

Pursuant to RCW 35A.13.035, and the Council Rules of Procedures, the City Council may appoint a Mayor pro tempore to preside over meetings in the absence or disability of the Mayor; and Councilmembers shall be assigned to Council Legislative Committees as determined by the City Council.

DESCRIPTION/BACKGROUND

A. Mayor Pro Tempore (2019 - Councilmember Hanford) Per the City Council Rules of Procedure, the Mayor Pro Tem shall be the presiding officer at meetings where the Mayor is not in attendance; and when the Mayor excuses themselves from meeting proceedings due to a conflict of interest. Duties include:

- 1) Preserve order and decorum in the Council Chambers.

- 2) Observe and enforce all policies and procedures adopted by Council.
- 3) Appoint Councilmembers to serve on ad-hoc committees, if necessary.
- 4) Recognize Councilmembers requesting the floor in the order in which they operate their signal light. It is the policy of the Monroe City Council to encourage its members to:
 - Speak one time to an issue taking care not to reiterate previous comments or arguments.
 - Rebut opposing arguments only once.
 - Speak only twice on the same subject without permission of the presiding officer.
 - Wait for presentations to conclude before offering comments and asking questions.
 - Speak to the merits of an issue and avoid references to personalities.

B. French Creek Flood Control District Joint Board (2019 – Council: Kamp, Staff: Roberts and Hasart): The City drains stormwater via the French Creek Flood Control District (FCFCD) drainage system. The City’s Agreement with FCFCD provides for three City representatives (two staff members – the Operations & Maintenance Manager and the Finance Director, and one Councilmember), in order to give the City input in the District’s budget planning and to discuss funding to ensure that the District remains solvent (see Attachment 1).

C. Snohomish County Tomorrow Steering Committee (2019 – Councilmember Cudaback): Snohomish County Tomorrow (SCT) is a cooperative and collaborative public inter-jurisdictional forum. SCT’s mission is to adopt a publicly shared vision to guide effective growth management and to preserve Snohomish County’s unique quality of life (see Attachment 2).

D. Snohomish Health District Board of Health Representative (2019 – Snohomish Councilmember Linda Redmon): Per the Health District Charter, the cities in District 5 select a single representative by majority vote of those cities. We received notice from Snohomish Mayor John Kartak that Councilmember Redmon wishes to continue service as the 2020 Board of Health Representative for District 5.

E. Two Councilmembers to review and sign for approval of bills (2019 – Council: Hanford and Rasmussen): The bills are on the Consent Agenda for approval at the two Council Business Meetings each month. Two Councilmembers are selected to review the bills and sign the Approval form.

F. Assign Council Committee Members: Currently, there are four (4) Council Committees that are each scheduled to meet once per month, as needed. Councilmembers can be on more than one committee, if interested. The committees are: (1) Public Safety; (2) Legislative Affairs; (3) Finance and Human Resources; and (4) Transportation/Planning, Parks and Recreation, and Public Works (P3) (see Attachment 4).

FISCAL IMPACTS

N/A

TIME CONSTRAINTS

As soon as possible to ensure City Council representation as needed.

ALTERNATIVES

1. Choose to defer selection of any or all positions until a later date.
2. Do not select councilmembers to fill any or all positions.

French Creek Joint Board

The City drains stormwater via the French Creek Flood Control District (FCFCD) drainage system. The FCFCD Board sets the rates that are charged to the City and other customers. The Agreement with FCFCD provides for three City representatives, in order to give the City input in the District's budget planning and to discuss funding to ensure that the District remains solvent. The City representatives are usually one staff member from Public Works, the City Finance Director, and one Councilmember.

The Joint Board meets four times per year (July, August, September, and October) at 7:00 a.m., at various locations in the Sky Valley area. The meetings are usually on the third Thursday of the designated months; but, may be changed, if there are scheduling conflicts, etc.

Snohomish County Tomorrow Steering Committee

Agenda Bill
Action Item 4.a.

Date: January 22, 2020
Subject: 2020 Work Program
Exhibit: (1) 2020 SCT Work Program

Summary Statement:

The 2020 SCT Work Program removes nine items from the previous year's Work Program and includes eight additional projects.

Background:

The Snohomish County Tomorrow (SCT) Draft Work Program lists the projects that SCT intends to consider in 2020, by month. Specifically, the Work Program shown in Exhibit (1) lists GMA/CPP-required subjects as well as other projects that the county and the cities will be bringing to SCT committees.

The following items from the 2019 Work Program have been removed in 2020 (followed by the reason why in italics):

- Annexation Policy and Annexation Report (*not slated for 2020*)
- SWUGA Boundary Planning Study (*Study completed*)
- PSRC Regional/Subregional Centers Framework Update (*Update completed*)
- Rural Town Centers & Corridors Call for Projects (*Occurs every other year*)
- Dept. of Commerce; BLR (*This stage of the BLR was completed*)
- Arlington/Marysville Manufacturing Industrial Center Designation (*Designation approved*)
- Implement Sustainability & Climate Change policies in Vision 2050 & MPPs (*Will be incorporated into Countywide Planning Policy Update*)

New or revised projects for 2020 include:

- 2021 Buildable Lands Report (*Research finished in 2019; study begins in 2020*)
- 2019 Growth Monitoring Report (*Carry over from 2019*)
- Countywide Planning Policy Update (*Update of CPPs in advance of Comp. Plan updates*)
- 2043 Initial Growth Targets (*Draft targets for population and employment growth*)
- 2023 GMA Update and Compliance Review (*Update of Comprehensive Plan*)
- Housing Affordability Regional Taskforce (*5-year action plan identifying priorities to accelerate ability to meet affordable housing needs of all County residents*)
- Regional STP/CMAQ Call for Projects (*Occurs every other year*)
- Countywide STP/CMAQ Call for Projects (*Occurs every other year*)

Executive Committee Recommended Action:

The Executive Committee recommends that the Steering Committee adopt the 2020 Work Program.

Contact Person: Cynthia Pruitt, (425) 388-3185

Exhibit (1)

PAC, MAG – Recommended 2020 SCT Work Program with County-Suggested Input (Italicized)

DRAFT 1-8-20

NOTE: This Work Program has not been confirmed by PDS; further changes are possible.

Task	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SCT Administration													
Budget	Annually					E	ES	ES					
Work Program	Annually	ESI										PC	
Gen. Assembly/Annual Report	Annually									ES			
Election of Officers	Annually		ECIM PS										
Legislative													
Legal & Legislative Briefing	Annually	ES										ES	
GMA/CPP Requirements													
2021 Buildable Lands Report	Every 8 years	P	ESP	ES	MP	P	P	P		M	P	P	
2019 Growth Monitoring Report	Annually	P	P	ES	M								
Countywide Planning Policy Update	Periodically	ES	C	M		PI	ES				PI	M	ES
2043 Initial Growth Targets	Every 8 years			M	P	P						P	
County Projects													
Snohomish County Light Rail Communities	Periodically	P	C	M	PSE	C						PC	
2023 GMA Update and Compliance Review	Periodically		ECIPS		M	ECIP	S					ECIP	S
Housing Affordability Regional Taskforce	TBD		M										

Contact Person: Cynthia Pruitt, (425) 388-3185

Snohomish County Tomorrow Steering Committee

**Agenda Bill
Action Item 4.a.**

SCT Projects										
	Periodically	EMP S	PES	MI	EMP S	ES	P	EMP S	ES	EMP S
Sound Transit 2 & 3 Alliance for Housing Affordability	Quarterly Briefings	EMP S			EMP S			EMP S		
Public Works Assistance Fund Call for Projects	Periodically at Exec. Comm.	I								M
Regional STP/CMAQ Call for Projects				MI	I	I				
Countywide STP/CMAQ Call for Projects				MI	I	I				
Vision 2050 Update				M	P	P				M
Regional Transportation Plan										MP
CPP JP-2 Alt. Dispute Resolution Update	TBD									
MAG Mission Statement Update	TBD									
City Projects										
Main Focus:										
Transportation, including:										
• Community Transit: Prepared for 2024	Jan	MP								
• Eastside Rail/Trail Corridor	Quarterly Briefings	EM		EM				EM		
• Federal Funding Update & infrastructure financing			EMS	I						I
• MAP-21										
• Co. Public Works Assistance Fund (briefings)	Periodically at Ex. Cmt.									
• CPP Implementation: Transportation (CPP TR-14)	TBD									



Snohomish County Tomorrow

Snohomish County Tomorrow (SCT) is a cooperative and collaborative public inter-jurisdictional forum consisting of representatives from the county and nineteen of the cities as well as the Tulalip Tribes. SCT's goal for Snohomish County, the cities and tribes in Snohomish County is to partner and work together for the betterment of all citizens in Snohomish County and the region. SCT's primary function is to oversee the [Countywide Planning Policies](#) (CPP) which are written policies used solely for the purpose of establishing a countywide framework from which the county and cities' comprehensive plans are developed.

Steering Committee

Regular Meetings

- 6 - 8 p.m.
- Fourth Wednesday of every month.
- Snohomish County Administration Building, 3000 Rockefeller Ave, Everett, WA 98201

Agendas & Minutes

Agendas are available prior to the meetings. Minutes are available following approval.

[Most Recent Agenda \(PDF\)](#) | [View All Agendas and Minutes](#)

Members

- [Current Members \(PDF\)](#)

About the Committee

The Snohomish County Tomorrow Steering Committee is the policy advisory body of the Snohomish County Tomorrow planning process. The Steering Committee membership is comprised of one elected representative from each of the cities and towns in the county, the Tulalip Tribes, and three elected representatives from Snohomish County. The county representatives include the Snohomish County executive and two county council members. All of these members are called the elected official representatives.

These members select six additional members who are Snohomish County citizens at large.

These six members are called citizen representatives. One member from the Community Advisory Board is also seated at Steering Committee meetings. The Steering Committee operates by general powers and authority granted to each municipal entity to participate in cooperative inter-jurisdictional planning efforts and specifically by the following:

- Snohomish County Motion 89-159, adopting the Snohomish County Tomorrow Planning Process, including the Steering Committee
- Resolution to Participate in Snohomish County Tomorrow, as adopted by participating jurisdictions
- Revised Code of Washington (RCW) 36.70A.210, as amended; laws of the State of Washington making comprehensive and inter-jurisdictional planning for growth management a mandatory requirement for cities, towns and the county

SCT Membership

[Arlington](#)
[Bothell](#)
[Darrington](#)
[Edmonds](#)
[Everett](#)

[Gold Bar](#)
[Granite Falls](#)
[Index](#)
[Lake Stevens](#)
[Lynnwood](#)

[Marysville](#)
[Mill Creek](#)
[Monroe](#)
[Mountlake Terrace](#)
[Mukilteo](#)

[Snohomish](#)
[Stanwood](#)
[Sultan](#)
[Tulalip Tribes](#)
[Woodway](#)

Gina Pfister

Subject: FW: Appointment of 2020 Board of Health member

From: John Kartak (Mayor)
Sent: Monday, December 02, 2019 2:52 PM
To: norm.johnson@cityofindex.org; mayor@cityofgoldbar.us; 'russell.wiita@ci.sultan.wa.us' <russell.wiita@ci.sultan.wa.us>; Geoffrey Thomas <GThomas@monroewa.gov>
Cc: townhall@cityofindex.org; clerk.treasurer@cityofgoldbar.us; cityhall@ci.sultan.wa.us; eadkisson@monroewa.gov; lcarl@snohd.org; Linda Redmon (council) <redmon@snohomishwa.gov>; Steve Schuller <schuller@SnohomishWA.gov>
Subject: Appointment of 2020 Board of Health member

December 2, 2019

To my fellow East County small-city-and-town Mayors of Index, Gold Bar, Sultan, and Monroe,

Snohomish Council-member Linda Redmon wishes to continue the second year of her “full term” of service through 2020 as detailed in the attached letter from the Snohomish County Board of Health, “_02052019-872.pdf”. My request is an updated letter from each of your cities sent to the Snohomish County Board of Health.

Thank you for your consideration, and happy upcoming New Year!

Sincerely,



John T. Kartak | Mayor
City of Snohomish
(360) 282-3154 direct
(www.snohomishwa.gov)

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January 14, 2020

Shawn Frederickson
Interim Administrator
Snohomish Health District
3020 Rucker Avenue, Suite 306
Everett, WA 98201-3900

RE: Certification of Board of Health Representative

Dear Mr. Ketchel,

Please accept this letter as certification from the City of Monroe for the appointment of Linda Redmon, Snohomish City Council, Position No. 5, to serve as our 2020 representative to the Snohomish Health District's Board of Health.

If you have any questions or need further information, please do not hesitate to contact me at 360-863-4500.

Sincerely,

Geoffrey Thomas, Mayor
City of Monroe, Washington



Administration Division

November 25, 2019

The Honorable Geoffrey Thomas
City of Monroe
806 W. Main St.
Monroe, WA 98272

Re: Annual Certification of Board of Health Representative

Dear Mayor Thomas:

Last year the Board of Health passed Res. 18-26 (attached) amending language to the Snohomish Health District Charter regarding membership and city representation. As noted in last year's letter dated December 12, 2018, the amended language establishes a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns. It also implements a rotation amongst the cities in each County Council district on an annual or semi-annual basis. Res. 18-26 became effective January 1, 2019, and the appointment of the 2019 representative was the start of the rotation cycle.

Per the Health District Charter, the largest city within each Council district appoints a Board of Health representative in accordance with that city's procedure for making such appointments. Lake Stevens is the largest city in District 5 and appoints its own representative.

For the remaining cities, the Charter now calls for the cities and towns in each Council district to select a single representative **by majority vote of those cities**. Monroe shares its representation on the Board with the other cities and towns in District 5 – Gold Bar, Index, Snohomish, and Sultan. The current representative for your city is Snohomish Councilmember Linda Redmon, who remains eligible to serve. Ms. Redmon also serves on the Public Health Program Policy Committee.

The Board sets local public health policy and oversees the operations of the Health District. In addition to attending monthly Board of Health meetings, Board members serve on one of three committees. These committees meet regularly and address topics such as budgeting, Board governance, and policy matters.

Certification must occur before representatives can assume their seat on the Board. It's our hope that Monroe, Gold Bar, Index, Snohomish, and Sultan can, by majority vote, certify their representative **by Monday, January 13**. If not, the incumbent continues as a voting member of the Board until the certification process is complete in District 5.

Please mail your certification letter signed by you or your city manager to me at the address below or via email to icarl@snohd.org. Thank you for your assistance with this process, Mayor Thomas. If you have any questions, please call me at (425) 339-8687.

Sincerely,

Shawn Frederick, Interim Administrator

Attach: Board of Health Res. 18-26
cc: Monroe City Council



SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

RESOLUTION NUMBER: 18-26

RESOLUTION SUBJECT: AMENDING ARTICLE III OF THE CHARTER OF THE
SNOHOMISH HEALTH DISTRICT ADDRESSING BOARD OF
HEALTH MEMBERSHIP AND CITY REPRESENTATION

WHEREAS, members of the Board of Health are selected to ensure geographic representation of the entire County, including one County Council member from each of the five County Council Districts, one city council member from the largest city in each of the five County Council Districts, and one elected representative selected from among the smaller cities and towns in each of the five County Council Districts; and

WHEREAS, smaller cities and towns in the county have not had a clear or consistent means of selecting a representative from each of the five County Council Districts that provides fair opportunities for representation; and

WHEREAS, the Board of Health desires to establish a more clearly defined process that includes fair and balanced representation and an opportunity for all smaller cities and towns to participate on the Board of Health;

NOW, THEREFORE, BE IT RESOLVED that the Board of Health for the Snohomish Health District does hereby amend Article III of its Charter as set forth in Exhibit A attached hereto relating to the Board of Health membership and establishing a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns in each of the five County Council Districts;

AND, BE IT FURTHER RESOLVED that this amendment takes effect January 1, 2019.

ADOPTED this 11th day of December 2018.

Adrienne Fraley-Monillas, Chair
Board of Health

ATTEST:

Jefferson S. Ketchel, MA, RS
Administrator

EXHIBIT A

ARTICLE III – MEMBERSHIP

1. Board Membership. The Board of Health shall be composed of a total of 15 members, with 3 members geographically from each of the 5 Snohomish County Council Districts.
 - (a) One Snohomish County Council member shall represent each of the 5 County Council Districts.
 - (b) The largest city within each of the 5 County Council Districts, as determined by the most recent official population numbers from the State of Washington, shall select one Board of Health representative from the city's council.
 - (c) The cities and towns within each of the 5 County Council Districts, other than the largest city, shall collectively select one Board of Health representative from among their elected mayors and Council members. Selection of the representative shall be in accordance with sections 3(b) below.
2. When any city has residents within more than one County Council District, that city shall be considered to belong to the Council District wherein the majority of the city's population resides.
3. Selection Procedure for City/Town Representatives/Certification
 - (a) The largest city within each County Council District shall appoint a Board of Health representative in accordance with each city's procedure for making such appointments. The representative appointed shall be certified annually by the mayor or city manager as properly appointed in a letter to the Health District.
 - (b) Cities and towns other than the largest within each County Council District jointly shall annually select a single representative by a ~~method of their choosing~~ majority vote of all cities and towns but excluding the largest city within the County Council District. If eligible, the Board position shall continue to be held by the incumbent until the appointment and certification for the ensuing year. In the event of a tie vote the Chair of the Board of Health shall cast the deciding vote by coin toss at a meeting that's open to the public. This representative shall be jointly certified annually by the mayors or city managers as properly appointed in a letter to the Health District. Provided, however, in County Council Districts where there is more than one small city or town, no representative of a city or town shall serve more than two consecutive years unless, where applicable, a majority plus one of the cities and towns eligible to vote (a super majority) agree to such additional year or years of service. Where a super majority is not applicable, because of the number of small cities and towns in a County Council District, a unanimous vote shall be required to authorize more than two consecutive years. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum. Once a

representative of an eligible city or town has served on the Board of Health the next selection of a representative shall be from a different city or town within the County Council District until all cities and towns have had an opportunity to serve. Once all cities and towns within the Council District have had an opportunity for a representative of their city or town to serve, the order of selection from all cities and towns shall be repeated in the same order. If a city or town declines to offer an elected mayor or councilmember to serve on the Board of Health, a representative from another city or town shall be considered. No city or town shall have a representative appointed for subsequent terms to the Board of Health until all cities and towns within a County Council District have had an opportunity for a representative to serve.

- (c) Certification of representatives must occur before representatives can assume their seat on the Board of Health.

4. Terms of Office.

- (a) The term of office for Snohomish County Council members shall be that of each member's term of office on the County Council.
- (b) No specific term of office shall be established for representatives of ~~any city or group of cities or towns~~ the largest city within a County Council district .The term of office for the smaller cities and towns in each County Council District shall be as set forth in section 3(b) above. Such representatives to the Board of Health shall serve pursuant to appointments made by their respective cities and towns, and annual certification by the respective mayor(s) or city manager(s).
- (c) Membership on the Board of Health of an individual shall continue until the date on which the successor to the seat has been appointed or has assumed elected office and, in the case of representatives from cities and towns, certification as described in 3. above has been received by the Health District; PROVIDED, that should a member no longer hold the public office which qualifies such person for membership, or should a member resign from the Board of Health, membership ceases with the effective date of leaving office or resignation. In such cases, a representative from the same city or town from which the position on the Board of Health was vacated shall be appointed by that city or town to fill the remainder of the term on the Board of Health. If no representative from the same city or town offers to serve, the cities and towns shall by majority vote select a representative from another city or town. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum.
- (d) Execution of an Oath of Office is required of each member of the Board of Health at the beginning of the term of office.



**City Council Legislative Committees
Assignments for 2019**

Members	Committee Purpose & Meeting Date
Cudaback Gamble Scarboro	<p>Finance and Human Resources:</p> <p>The primary purpose of the Finance and Human Resources Committee is to review and advise upon matters of policy assigned by the City Council involving city financial affairs, including budget development goals and major financial policies such as reserves and fund balance levels, grants and Interlocal agreements, personnel matters (e.g. union negotiations, employee benefits), and approval of warrants.</p> <p>Meets Second Tuesday – 6 p.m. (sometimes 5:30 p.m.)</p>
Davis Kamp Scarboro	<p>Legislative Affairs:</p> <p>The primary purpose of the Legislative Affairs Committee is to review and advise upon legislative matters at county, state, and federal levels of interest to the city council.</p> <p>Meets Third Tuesday – 6 p.m.</p>
Cudaback Davis Hanford	<p>Public Safety Committee</p> <p>The primary purpose of the Public Safety Committee is to review and advise upon matters of policy assigned by the City Council involving public health, welfare, and safety; including issues related to police, emergency management, public defense and prosecution, municipal court, nuisance abatement, and code enforcement issues.</p> <p>Meets First Tuesday – 6 p.m.</p>
Cudaback Davis Kamp Rasmussen	<p>Transportation/Planning, Public Works, Parks & Recreation, and Public Safety:</p> <p>The primary purpose of this committee is to review and advise upon matters of policy assigned by the City Council involving public health, welfare, safety, infrastructure, and economic development.</p> <p>Meets Fourth Tuesday – 6 p.m.</p>

Committees to appoint own chair per Council action 1/22/08.

Meeting Schedule per *Rules*, Sec 13A.6



MONROE CITY COUNCIL

Agenda Bill No. 20-020

SUBJECT:	<i>City Council Seating Arrangements (2020-2021)</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	City Clerk	Elizabeth Adkisson	Deborah Knight	New Business #3

Discussion: 01/21/2020
Attachments: 1. Council Rules of Procedure

REQUESTED ACTION: In order of seniority/years served on Council, each Councilmember shall select their preferred seat on the Council Chambers dais.

POLICY CONSIDERATIONS

Per the City Council Rules of Procedure (Attachment 1), Section 3, Council Meetings:

“Council shall choose their seating arrangements on the dais at the first meeting of every even year; selection order to be determined by seniority of each council member and the number of years served on City Council.”

DESCRIPTION/BACKGROUND

At the January 14, 2020, Council Regular Business Meeting, time will be set aside during the New Business portion of the meeting for Council to select their seating arrangements; to be effective January 14, 2020, through December 31, 2021; unless otherwise amended.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

January 14, 2020 (first meeting of every even year); per Council Rules of Procedure.

ALTERNATIVES TO REQUESTED ACTION

N/A

**MONROE CITY COUNCIL
RULES OF PROCEDURE**

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NO.</u>
SECTION 1. AUTHORITY	2
SECTION 2. FORM OF GOVERNMENT	2
SECTION 3. COUNCIL MEETINGS	3
SECTION 4. PRESIDING OFFICER	5
SECTION 5. ORDER OF REGULAR COUNCIL MEETING AGENDA	5
SECTION 6. COUNCIL DISCUSSION	9
SECTION 7. TYPES OF COUNCIL ACTION	9
SECTION 8. MOTIONS	9
SECTION 9. COUNCIL MEETING STAFFING	12
SECTION 10. AGENDA PREPARATION	12
SECTION 11. PRESENTATIONS TO COUNCIL	13
SECTION 12. APPEALS BEFORE COUNCIL	13
SECTION 13. WRITTEN CORRESPONDENCE WITH THE COUNCIL	16
SECTION 14. RESPECTING ROLES AND RESPONSIBILITIES	17
SECTION 14A. COUNCIL LEGISLATIVE COMMITTEES	17
SECTION 15. REPRESENTING THE POSITION OF THE CITY	18
SECTION 16. CONFIDENTIALITY	19
SECTION 17. SUSPENSION AND AMENDMENT OF RULES	19
SECTION 18. EFFECT OF RULES	19

MONROE CITY COUNCIL RULES OF PROCEDURE

SECTION 1. AUTHORITY

- 1.1 The Monroe City Council hereby establishes the following procedures for the conduct of Council meetings, proceedings, and business. These procedures shall be in effect upon adoption by the Council and until such time as they are amended or new procedures are adopted in the manner provided by these rules.

SECTION 2. FORM OF GOVERNMENT

- 2.1 The City of Monroe is organized as a municipality under the Revised Code of Washington (RCW) as a Non-Charter, Code City, Mayor/Council form of government. As such, roles and responsibilities of the Mayor and Council are defined in the RCW.

- 2.2 RCW 35A.11.020 lists the specific powers vested in the City Council. The following is a summary list of City Council powers:

- Define the functions of officers and employees.
- Define the powers and duties of officers and employees.
- Fix compensation of officers and employees.
- Fix working conditions of officers and employees.
- Maintain civil service or merit employment system.
- Maintain retirement and pensions systems.
- Adopt and enforce ordinances regulating local affairs and municipal affairs.
- Impose fines and penalties for violation of city ordinances.
- Exercise all powers possible for a city or a town to exercise under the Constitution so long as the power is not specifically denied to code cities by law.
- Regulate the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways, all public real property, all waterways, and all structures and any other improvement.
- Engage in collective bargaining.
- Render social services.
- Render recreational services.
- Render educational services.
- Render corporate services.
- Operate and supply utilities.
- Impose taxes if not prohibited by other state law.
- Approve claims against the City (RCW 34A.31.030).
- Engage in interlocal agreements, to accept gifts and to accept grants (RCW 35A11.040).
- To cause the City to participate in economic opportunity programs (RCW 35A.11.060).

MONROE CITY COUNCIL RULES OF PROCEDURE

- 2.3 The duties of the Mayor, who is the Chief Executive Officer of the City, are listed in Sections 35A.12.090 and 35A.12.100 of the RCW. The following is a summary list of the duties of the Mayor:
- To oversee the departments and the employees.
 - To appoint and remove any administrative officer or assistant.
 - To see that laws are enforced.
 - To provide general supervision of the government and city interest.
 - To approve the official faithful performance bonds for officers and employees.
 - To approve payment and performance bonds of City contractors.
 - To enforce contracts.
 - To bring lawsuits but only with the approval of a majority of the Council.
 - To preside over Council meetings, but to vote only to break ties not involving the passage of an ordinance, the acceptance of a grant, the revocation of a franchise or a license, or a resolution to pay money.
 - To report to the Council on financial and other needs of the City.
 - To recommend Council action.
 - To prepare a proposed budget.
 - To veto ordinances, but subject to an override by the Council.
 - To perform as ceremonial head of the City.
- 2.4 Council compensation shall be established by the Monroe Salary Commission as set forth in Monroe Municipal Code 2.24.060.
- 2.5 Council may have a School District Student Representative position appointed to serve per Resolution No. 2012/023.

SECTION 3. COUNCIL MEETINGS

The Monroe City Council may hold one of two types¹ of official meetings when a quorum of its members is present. “Quorum” is defined as at least four members of the City Council. Council shall choose their seating arrangements on the dais at the first meeting of every even year; selection order to be determined by seniority of each council member and the number of years served on City Council.

- 3.1 **REGULAR MEETINGS:** Regular meetings of the Monroe City Council will be held the first four Tuesdays of each month at the Council Chambers in City Hall.² However, Council reserves the right as deemed necessary to cancel, adjourn, or continue any regular meeting in accordance with state law.
- 3.1.1 Regular meetings will begin at 7:00 PM, and will be scheduled to end at 10:00 PM; provided that meetings may be extended by majority vote of the Council.

¹ RCW provides for only two types of meetings, “regular” and “special.”

² MMC 2.04.010: Provides for day and time of meetings. Also provides for study sessions.

MONROE CITY COUNCIL RULES OF PROCEDURE

- 3.1.2 The second and fourth Tuesdays of each month shall be deemed to be a “Business Meeting.” Business Meetings will be formal meetings for the purpose of all actions items; to include, and not be limited to, all public hearings, resolutions, ordinances, and minute orders for the approval of such items as appointment confirmations, contracts, interlocal agreements, grants, etc.
- 3.1.3 The first and third Tuesdays of each month shall be deemed to be a “Study Session.” Study Sessions will be informal meetings for the purpose of reviewing forthcoming programs or projects, or receiving similar information. No final decisions/actions can be made during a study session. Final action on study session items will be scheduled for a forthcoming regular or special Council meeting.
- 3.1.4 Separate from public hearings and the designated Public Comments portion of each Regular Meeting, participation in City Council discussions is limited to Council members and those invited to speak by the Council.
- 3.2 **SPECIAL MEETINGS:** Any Council meeting other than a regular meeting, which has been called for the purpose of conducting official action. Written notice shall be given to the members of the Council and the media at least 24 hours in advance, except that no notice shall be required if the meeting is necessary to address an emergency as contemplated in RCW 42.30.070 or 42.30.080. A Special Council meeting may be scheduled by the Mayor, or the City Administrator, or by a majority of the City Council.
- 3.3 All official meetings, minutes, and records of the Council shall be open to the public with the exception of executive sessions.
- 3.4 All public meetings of the City Council shall be open to the media, freely subject to recording by radio, television, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.
- 3.5 The City Council may choose to hold official City Council meetings in the community, or as joint meetings with other cities, or in other cities, provided that appropriate notice of such meeting is given in accordance with state law. Council cannot take final action on a resolution or ordinance at a meeting outside City limits. RCW 35A.12.110.
- 3.6 If any Tuesday on which a meeting is scheduled falls on a legal holiday, the meeting may by Council motion be rescheduled or cancelled. A special meeting may be called by the Mayor on a holiday if such meeting is necessary to conduct pending business.
- 3.7 The City Clerk will keep an account of all proceedings of the Council in accordance with statutory requirements and a summary of proceedings will be entered into a minute book constituting the official record of the Council.

MONROE CITY COUNCIL RULES OF PROCEDURE

The official Council record shall be available for public review on the City's Website, or at City Hall during City Hall's regular business hours.

- 3.8 Citizens' comment sign-up sheets will be available at each Council meeting for the use of citizens wishing to address the Council. Public hearing sign-up sheets will be available for the meetings with a public hearing scheduled.

SECTION 4. PRESIDING OFFICER

- 4.1 The presiding officer at all meetings shall be the Mayor and in the absence of the Mayor, the Mayor Pro-Tem shall act in that capacity. If both the Mayor and the Mayor Pro Tem are absent, Councilmembers present shall elect one of their members to serve as presiding officer until the return of the Mayor or Mayor Pro-Tem.
- 4.2 The presiding officer shall:
- 1) Preserve order and decorum in the Council Chambers.
 - 2) Observe and enforce all policies and procedures adopted by Council.
 - 3) Appoint Councilmembers to serve on ad-hoc committees, if necessary.
 - 4) Recognize Councilmembers requesting the floor in the order in which they operate their signal light. It is the policy of the Monroe City Council to encourage its members to:
 - Speak one time to an issue taking care not to reiterate previous comments or arguments;
 - Rebut opposing arguments only once;
 - Speak only twice on the same subject without permission of the presiding officer;
 - Wait for presentations to conclude before offering comments and asking questions; and
 - Speak to the merits of an issue and avoid references to personalities.
- 4.3 When a Councilmember serves as presiding officer, the Councilmember shall have only those rights and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.

SECTION 5. ORDER OF REGULAR COUNCIL MEETING AGENDA

- 5.1 The following is the usual order of the agenda for the Monroe City Council's regular meeting; however, the order may be changed by the Mayor or Council. Changes to the order may also be made by the City Administrator, which shall be deemed approved unless a majority of Council members object:
- 5.1.1 **CALL TO ORDER**: The presiding officer calls the meeting to order.
- 5.1.2 **ROLL CALL**: The City Clerk shall call the roll, and the presiding officer shall indicate any Councilmember who is not in attendance whether or not the Councilmember has an excused absence. Councilmembers may make a motion to excuse absent Councilmembers.

MONROE CITY COUNCIL RULES OF PROCEDURE

(Councilmembers are to inform the Mayor, the City Administrator, or the City Clerk if they are unable to attend any Council meeting or if they knowingly will be late to any meeting.)

5.1.3 PLEDGE OF ALLEGIANCE

5.1.4 ANNOUNCEMENTS/PRESENTATIONS³

5.1.5 PUBLIC HEARINGS: At the time and place specified in the hearing notice, the presiding officer will open the public hearing, announce the time allotted for individual speakers, and call upon staff to describe the matter under consideration.

Following questions from Council regarding the matter, the presiding officer will call for comments from proponents, opponents, and all other individuals wishing to speak on the matter.

The presiding officer closes the public hearing or continues it to a future time certain. The presiding officer may request that final action be taken at close of the hearing, rather than later on the agenda.

5.1.6 PUBLIC COMMENTS:⁴ 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 pending quasi-judicial matter subject to a public hearing members of the public wanting to voice concerns about quasi-judicial matters must do so during and in accordance with the public hearing process). Those items are marked with an asterisk (*). You are welcome to address the Council on any other subject. Council usually does not take action on matters brought up during audience participation and may, if appropriate, schedule the matter for a subsequent meeting. Before making comments, the speaker is encouraged to state for the official record their name and address. Three minutes will be allowed per speaker when addressing Council. Documents received from members of the public will not be read into the record by City Officials or staff but rather filed as part of the record. It may however be read into the record by the author or the author's designee. It is encouraged that the author for the official record, write their name and address on the document.

5.1.7 STUDENT REPRESENTATIVE REPORT. This time is set aside for the Student Representative to report on activities and events at the high school.

³ See Section 11, Presentations.

⁴ See Section 11, Presentations.

MONROE CITY COUNCIL RULES OF PROCEDURE

5.1.8 CONSENT AGENDA:⁵

- 5.1.8.1 When the City Administrator or designee determines that any item of business requires action by the Council but is of a routine and noncontroversial nature, such item may be presented at a regular meeting of the council as part of a Consent Agenda.
- 5.1.8.2 The Consent Agenda shall be introduced by a motion “To approve the Consent Agenda” and shall be considered by the Council as a single item.
- 5.1.8.3 There shall be no debate or discussion by any member of the Council regarding any item on the Consent Agenda, beyond asking questions for simple clarification.
- 5.1.8.4 On objection by any member of the council to inclusion of any item on the Consent Agenda, that item shall be removed from the Consent Agenda forthwith. Such objection may be made at any time prior to the taking of a vote on the motion to approve the Consent Agenda. All such items shall be considered individually, immediately following the Consent Agenda.
- 5.1.8.5 Approval of the motion to approve the Consent Agenda shall be fully equivalent to approval, adoption, or enactment of each motion, resolution, ordinance, or other item of business thereon, exactly as if each had been acted upon individually.
- 5.1.8.6 Consent Agenda items may include; but, shall not be limited by this reference: approval of all Council minutes, final approval of leases and contracts, final acceptance of grants, deeds or easements, setting dates for public hearings, approval of change orders, acknowledging receipt of claims for damages against the City, approval of claims or vouchers, passage of resolutions and/or ordinances requiring no further public hearing and which the Council has given directions to prepare, and any other such routine items as the City Administrator/designee, may deem appropriate to be placed upon such a Consent Agenda.

- 5.1.9 **UNFINISHED BUSINESS**: Unfinished Business consists of subjects that have previously been introduced to or considered by the Council, but have not been finalized. Final approval/adoption may be taken during this portion of the meeting. First readings of ordinances may be placed as Unfinished Business, if the subject had been introduced to Council at a previous meeting.

⁵ Section 5.1.7, *Consent Agenda* is copied from Resolution 96/16, *Adopting a Consent Agenda*, December 11, 1996.

MONROE CITY COUNCIL RULES OF PROCEDURE

- 5.1.10 NEW BUSINESS:⁶ New Business consists of subjects which have not previously been considered by the Council and which may require discussion and action. The first reading of proposed ordinances may occur at this time. Official final action may also be taken on items under “New Business.”
- 5.1.11 FINAL ACTION: Discussions and deliberations on items listed in this section have been completed and it is anticipated Council is prepared to take an official final action. Except for unforeseen matters reasonably requiring immediate or short-term attention, every effort will be made to provide meeting materials to the Council twenty-four hours in advance. In general, items should be reviewed during “New Business” in a prior meeting before being placed under “Final Action.”
- 5.1.12 COUNCILMEMBER REPORTS: Councilmembers report on Council committee meetings, other regional meetings, and activities in which they have participated.
- 5.1.13 STAFF/DEPARTMENT REPORTS. Verbal or written reports are given by staff on issues of interest to the Council that does not require official action that night.
- 5.1.14 MAYOR/ADMINISTRATIVE STAFF REPORTS: Reports by the Mayor and City Administrator, if any, are made to the Council on issues of interest to the Council that do not require official action. The draft agenda for the next Council meeting is presented at this time, as well.
- 5.1.15 EXECUTIVE SESSIONS: Executive Sessions may be held during regular, special, or emergency meetings, or may be held as separate meetings. Executive Session subjects are limited to considering matters relating to real property acquisition and sale, public bid contract performance, complaints against public officers and employees, personnel issues, litigation, and other matters authorized by RCW Chapter 42.30. Before convening an Executive Session, the Mayor, or designee, shall announce the purpose of the meeting and the anticipated amount of time needed for the Session. At the conclusion of the Executive Session, if appropriate, the public meeting will reconvene and action taken.
- 5.1.16 ADJOURNMENT: The presiding officer adjourns the meeting after a motion to adjourn is made, seconded, and passed.
- 5.2 The Mayor, City Council, or City Administrator may add items to an agenda and Council may take action on items not listed on the agenda. (Pursuant to Section 10.1, an addition by City Council must be at the request of at least two Councilmembers.)

⁶ Section 12.3: certain “correspondence” is placed under New Business or Final Action, with backup information. See 12.1 - 12.4 for all types of correspondence.

MONROE CITY COUNCIL RULES OF PROCEDURE

SECTION 6. COUNCIL DISCUSSION

- 6.1 All Council discussion unless otherwise noted here, shall be governed by ROBERT'S RULES OF ORDER, THE MODERN EDITION.

SECTION 7. TYPES OF COUNCIL ACTION

- 7.1 The City Council may take action only during an official Council meeting by adopting a minute order, a resolution, or an ordinance. These actions are listed in order of complexity and formality – a minute order is easier to issue and change than an ordinance.
- 7.2 Minute Order. An adopted motion of the City Council recorded in the official record. A minute order may adopt proclamations of recognition, signify Council's acknowledgement or recognition of staff action, or serve as a marker in the official record documenting Council's deliberations or conclusions. A minute order may be adopted by a majority of those present at a meeting.
- 7.3 Resolution. An action of the City Council in which Council resolves to direct certain types of action. A resolution may be changed by a subsequent resolution. A resolution may be adopted by a majority of those present at a meeting.
- 7.4 Ordinances. Ordinances are official acts of the legislative body enacting local law and must receive a minimum of four affirmative votes (see section 8.9). They are the most permanent and binding form of Council actions and may be changed or repealed only by a subsequent ordinance. Ordinances accepting final plats shall be read once before adoption. All other ordinances shall be read two times before adoption unless the Council waives a second reading. Adopting an ordinance on a first reading shall waive the second reading by implication if no express waiver is made.

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

The Mayor holds the exclusive power to review and veto Council's ordinances.⁷ Ordinances vetoed by the Mayor will be considered by Council in accordance with state law. Five affirmative votes, not including recusals, must be cast by Council members to override the Mayor's veto.

SECTION 8. MOTIONS

- 8.1 Motions shall be clear and concise and shall not include arguments for the motion within the motion. If a motion does not receive a second it dies.

⁷ RCW allows Mayor 10 days from date of passage to veto.

MONROE CITY COUNCIL RULES OF PROCEDURE

Motions that do not need a second include: nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.

- 8.2 After a motion and a second, the presiding officer shall restate the motion, state the names of the Councilmembers making the motion and second, and Council will be given the opportunity to debate prior to the vote. No further citizen comments without Council request or permission may be heard once a motion and second is on the floor.
- 8.3 A motion may be withdrawn or modified by the maker of the motion, at any time prior to the motion being restated by the presiding officer, without the consent of Council. Once restated, a motion may be withdrawn or modified by the maker only through a request for permission to withdraw or modify, and granted by the Council.
- 8.4 A motion to “lay on the table” (to set the pending matter aside in order to address an item of immediate urgency or an item which needs to be addressed prior to the pending matter) requires a second and is not debatable. Any member may make a motion to “take from the table” any time during the same meeting, or the next regular meeting, as long as no question is pending. Such an item requires a second and a majority vote of those present. If the item is not taken from the table by the end of the next regular meeting, it shall be considered expired.
- 8.5 A motion to “postpone to a certain time” requires a second, is debatable, is amendable, and may be reconsidered only at the same meeting. The question being postponed must be considered at that later time.
- 8.6 A motion to “call for the question” shall close debate on the main motion and is non-debatable. This motion must receive a second and fails without a two-thirds vote of those present. (If 7 Councilmembers are present, then 5 must vote in the affirmative to meet this 2/3 requirement.) Debate is reopened if the motion fails.
- 8.7 A motion to “amend” is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, or substituting.
- 8.8 The motion maker, the Mayor, or the City Clerk, should repeat the motion prior to voting. The City Clerk shall take a roll call vote, if requested by the Mayor, a Councilmember, or when required by law. At the conclusion of any vote, the Mayor shall inform the Council of the results of the vote. A motion that receives a tie vote is deemed to have failed, unless the Mayor chooses to break the tie by casting an affirmative for those items that the Mayor is allowed to break the tie (section 8.12) vote of those present. A Councilmember may choose to abstain from voting on an item; an abstention will not count as a vote in the affirmative or the negative on the question; and will be noted in the minutes accordingly.
- 8.9 Each member present may vote or abstain on all questions put to the Council except on matters in which he or she has been disqualified for a conflict of interest or under the appearances of fairness doctrine as defined by applicable

MONROE CITY COUNCIL RULES OF PROCEDURE

State Law. Such members shall disqualify themselves prior to any discussions of the matter and shall leave the Council Chambers if considered necessary by the City Attorney. When disqualification of a member or members results or would result in the inability of the Council to act on a matter on which it is required by law to take action, any member absent or who had been disqualified under the appearances of fairness doctrine may subsequently participate provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

- 8.10 A motion to “reconsider” may be made during the same meeting in which a question has been decided, by any Councilmember who voted in the majority on the question. Such an item requires a second and a majority vote of those present.
- 8.11 A motion to “rescind” or “amend something previously adopted⁸” at a previous meeting requires a second, is debatable, is amendable, and requires a majority vote with previous notice, and a two-thirds vote without previous notice.
- 8.12 In accordance with the RCW, the Mayor does not participate in Council votes, unless it becomes necessary to break a tie vote. The Mayor shall not break tie Council votes involving the passage of an ordinance, the acceptance of a grant, the revocation of a franchise or a license, or the payment of money.
- 8.13 The City Attorney, or City Clerk in absence of the City Attorney, shall decide all questions of interpretations of these policies and procedures and all other questions of a parliamentary nature, which may arise at a Council meeting. All cases not provided for in these policies and procedures shall be governed by ROBERT’S RULES OF ORDER, THE MODERN EDITION. In the event of a conflict, these policies and procedures shall prevail.
- 8.14 A tie vote, (3-3, 2-2) on an Ordinance or matter requiring four affirmative votes for passage, shall not be final action of the matter voted upon, but shall be deemed to have postponed the matter until the next regular meeting at which all seven Councilmembers are present. Staff will insure that the Ordinance or matter is scheduled for an appropriate agenda.
- 8.15 A non-tie vote (3-2, 2-3, 3-1, 1-3) which fails for a lack of four affirmative votes, if the matter requires four affirmative votes for passage, shall be deemed to defeat the matter voted upon. But, any Councilmember may move to reconsider the matter at the same meeting if all seven Councilmembers are present; or two Councilmembers may request to bring the item back for action at a future meeting where all seven Councilmembers are present.

⁸ NOTE: A formal “motion to amend something previously adopted” is unnecessary in order for the City Council to amend previously adopted ordinances, resolutions, plans, policies and similar legislative enactments that have already taken effect.

MONROE CITY COUNCIL RULES OF PROCEDURE

SECTION 9. COUNCIL MEETING STAFFING

- 9.1 The City Administrator, or designee, shall attend all meetings of the City Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and may take part in discussions of the Council, but shall have no vote.
- 9.2 The City Attorney, or designee, shall attend all meetings of the Council unless excused by the Mayor or the City Administrator and shall, upon request, give a legal opinion, either written or oral, on legal questions and matters. The City Attorney, or City Clerk in the absence of the City Attorney, shall act as the Council's parliamentarian. The City Attorney shall refrain from providing personal opinions or recommendations unless specifically requested.
- 9.3 The City Clerk, or designee, shall attend all regular meetings of the City Council, keep the official records and minutes, and perform such other duties as may be needed for the orderly conduct of the meeting. The City Clerk shall attend other meetings when requested by the Mayor, the City Administrator, or City Council.

SECTION 10. AGENDA PREPARATION⁹

- 10.1 The City Administrator, or designee, with the approval of the Mayor, will prepare an agenda for each Council meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. An item may be placed on the agenda by the Mayor, the City Administrator, a Department Head, with the concurrence of the City Administrator, or at the request of at least two Councilmembers. During the meeting subject to the agenda, Council members may by majority vote modify the agenda, including additions and deletions, to the extent authorized by law.

The City Administrator, presiding officer, or designee shall present the agenda for the next meeting.

- 10.2 Some agenda items may be listed on the agenda for a time certain. Such listing will mean that an item will be heard as soon as reasonably possible after the specified time. However, legally required and advertised public hearings will have a higher priority over other time-scheduled agenda items that have been scheduled for convenience rather than for statutory or other legal reasons.
- 10.3 The City will endeavor to schedule sufficient time between public hearings and other items so the public is not kept unduly waiting and so the Council will have sufficient time to hear testimony and to deliberate matters among themselves.
- 10.4 Public hearings will be scheduled as needed.
- 10.5 To the extent possible, agenda items continued from one meeting will have preference on the next agenda.

⁹ The City Administrator establishes guidelines and deadlines for submitting items to administer this process.

MONROE CITY COUNCIL RULES OF PROCEDURE

- 10.6 The City Administrator, or designee, shall attempt to have the meeting agenda finalized by 12:00 PM on the Friday prior to the Council meeting. The agenda and available documents will be made available to Council Members, the media and the public on the City Website.

SECTION 11. PRESENTATIONS TO COUNCIL

- 11.1 Remarks made to Council should address the Council as a whole. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, disruptive, or personally abusive may be requested to leave the meeting.
- 11.2 The presiding officer has the authority to preserve order at all meetings of the Council, to cause removal of any person from any meeting for disorderly conduct, and to enforce the rules of the Council. The presiding officer may command assistance of any peace officer to enforce all lawful orders of the presiding officer to restore order at any meeting.
- 11.3 Citizens wishing to address complaints, concerns or questions to the City Council are encouraged to first contact the City Administrator or can, however, contact the City Council directly. If the issue is not resolved at the staff level, the City Administrator may place the matter on a council agenda with the appropriate background information.

SECTION 12. APPEALS BEFORE COUNCIL

- 12.1 Purpose; Scope. The purpose of this Section 12 is to establish rules governing certain administrative appeals before the City Council. The provisions of this section apply exclusively to appeals for which: (i) the City Council has been designated as the appellate venue by ordinance, and (ii) the specific procedures for which are not set forth in the MMC or other ordinance. Without limitation of the foregoing, the following procedures shall expressly not apply to appeals within the scope of Chapter 21.50 MMC or Chapter 21.60 MMC.
- 12.2 Construction. The provisions of this Section 12 are intended to supplement, and not contradict or supersede, the applicable provisions of the MMC and other City ordinances. To the extent that the provisions of this Section 12 are inconsistent with any applicable provision of the MMC or other ordinance, the MMC or ordinance provision shall control.
- 12.3 Commencing an appeal.
- 12.3.1 Who may appeal. Standing to file an administrative appeal to the City Council shall be limited to those parties authorized by ordinance.
- 12.3.2 Form of appeal. Except as otherwise provided by ordinance, an appeal shall be submitted to the City Clerk's Office in writing and shall set forth:

MONROE CITY COUNCIL RULES OF PROCEDURE

12.3.2.1 Facts demonstrating that the person is adversely affected by the challenged administrative decision;

12.3.2.2 A concise statement identifying each alleged error of fact, law, or procedure, and the manner in which the challenged administrative decision fails to satisfy the applicable decision criteria;

12.3.2.3 The specific relief requested.

12.3.3 Time to Appeal. Except as otherwise provided by ordinance, the written appeal must be received by the Monroe City Clerk's Office no later than 5:00 p.m. on the fourteenth day following the issuance date of the decision being appealed.

12.4 Appeal Proceeding Before Council.

12.4.1 Scheduling/Notice. Following receipt of a written appeal, staff shall schedule the appeal hearing to occur before the City Council at a meeting within 30 days as an action item under New Business and shall provide written notice to the parties to the appeal.

12.4.2 Types of Appeals. Any appeal from an administrative decision for which there has already been an open-record hearing or similar evidentiary proceeding as part of the underlying administrative process shall be a closed-record appeal. All other appeals shall be open-record appeals.

12.4.3 Submission of Written Materials.

12.4.3.1 For open-record appeals, all evidence, written statements, and identification of witnesses to be called at the hearing (if appropriate) from the parties to the appeal shall be submitted to the City Clerk's Office 7 working days prior to the scheduled appeal hearing.

12.4.3.2 For closed-record appeals, staff shall provide the City Council with a copy of the administrative record underlying the challenged decision 7 working days prior to the hearing date. Any written statements from the parties shall be submitted to the City Clerk's office 7 working days prior to the hearing date. No information, evidence, or facts shall be cited to or considered by the City Council unless the same is contained within the administrative record.

12.4.4 Conduct of the appeal proceeding.

12.4.4.1 Who may participate: Only the appellant, the owner(s) of property subject to the underlying application or decision (if different from the appellant), and the respondent (typically City

MONROE CITY COUNCIL RULES OF PROCEDURE

staff), or the representatives of these parties, may participate in the appeal hearing. Provided, that properly identified witnesses may testify in open-record appeal hearings.

12.4.4.2 Issues. The City Council shall limit its consideration to those alleged errors clearly identified in the appellant's original written appeal.

12.4.4.3 Appeal proceeding sequence of events.

12.4.4.3.1 The presiding officer will introduce the matter being heard, review the applicable rules of procedure, and address the appearances of fairness doctrine.

12.4.4.3.2 Appellant Testimony. The appellant shall be given 15 minutes to present oral argument to the City Council. For open-record appeals, any presentation of witnesses shall occur within this timeframe. (New information, evidence or facts is only allowed for open-record appeals).

12.4.4.3.3 Respondent Testimony. The respondent shall be given 15 minutes to present oral argument to the City Council. (New information, evidence or facts is only allowed on open record appeals).

12.4.4.3.4 Rebuttal testimony. Appellant shall be given 5 minutes for rebuttal.

12.4.4.3.5 Questions from the hearing body. The City Council may ask clarifying questions of the parties at the close of testimony.

12.5 City Council Decision on Appeal.

12.5.1 Standards. The City Council may grant the appeal, grant the appeal with modifications, or deny the appeal. The Council's review shall be de novo, and no presumption of validity shall attach to the challenged administrative decision.

12.5.2 Conditions. The City Council may impose reasonable conditions as part of the granting of an appeal or granting of an appeal with modification to reasonably ensure conformance with the criteria under which the application was made.

12.5.3 Findings. The City Council shall adopt written findings and conclusions which support its decision on the appeal. The City Council shall reasonably endeavor to adopt such findings and conclusions within 14 working days of the appeal hearing. The City Council's written findings

MONROE CITY COUNCIL RULES OF PROCEDURE

and conclusions shall serve as the City's final, appealable decision with respect to the matter at issue.

12.5.4 Required Vote. A vote to grant the appeal or grant the appeal with modifications must be by a majority vote unless a different vote requirement is established by ordinance or law. A tie vote shall be decided by the vote of the Mayor. Any other vote constitutes denial of the appeal.

SECTION 13. WRITTEN CORRESPONDENCE WITH THE COUNCIL

Access to the City Council by written correspondence is a significant right of all members of the general public, including in particular citizens of the City. The City Council desires to encourage the exercise of this access right by the general public to bring to the attention of the Council, matters of concern to Monroe residents. In order to do this most effectively, some orderly procedure for the handling of written correspondence is essential. Documents received from citizens will not be read into the record by City Officials or staff but rather filed as part of the record. They may however be read into the record by the author or the author's designee, subject to the applicable speaking time limitations established by these Rules of Procedure.

One concern is application of the appearance of fairness doctrine to correspondence addressed to the Council, concerning matters which will be coming before the City Council in a quasi-judicial or land use hearing context. Special care in the way the content of those letters is brought to the attention of the individual members of the Council is essential in order that an unintended violation of the appearance of fairness doctrine does not result.

The Council believes that the following procedure for handling of written correspondence addressed to the Council will best accommodate the desires and concerns of the Council as set forth in this section.

- 13.1 Correspondence of an Information Only nature – correspondence which is purely of an informational nature and does not require a response or action and Routine Requests – items of a routine nature (minor complaints, routine requests, referrals, etc.) will be transmitted to the Councilmembers either by e-mail, a hard copy in their City mailbox, or a hard copy distributed at the Council meeting.
- 13.2 Significant Correspondence – Written correspondence which obviously requires some Council discussion, is of a policy nature or for which a non-routine official action or response is required, shall be placed on the regular council agenda, either under New Business or if appropriate, Final Action, and shall be accompanied by backup information as are all other agenda items.
- 13.3 Correspondence Directly Relating to Pending Quasi-Judicial Hearing Matters – Copies of such correspondence shall not then be included within the agenda materials, but shall be placed in a City Council communication holding file, or directly into the appropriate hearing file, so that they will be circulated to City Councilmembers at the time that the matter comes before the City Council for its

MONROE CITY COUNCIL RULES OF PROCEDURE

quasi-judicial consideration, and as a part of the hearing course. PROVIDED, that such materials shall not be circulated to Councilmembers where the pending quasi-judicial matter is a closed record proceeding.

SECTION 14. RESPECTING ROLES AND RESPONSIBILITIES

- 14.1 The City Council and the Mayor shall continue to demonstrate their mutual respect of each other's respective roles and responsibilities. The Mayor acknowledges the Council as the policy making body for the City and the Council acknowledges the Mayor as the City's Chief Administrative Officer responsible for implementing Council's policies.
- 14.2 The Mayor shall refer policy questions to the City Council and shall endeavor to fully and completely implement Council's policy decisions and legislative directives.
- 14.3 Councilmembers shall not attempt to influence staff in the selection, or direction of personnel, the awarding of contracts, the selection of consultants, the processing of development applications, or the granting of City licenses or permits. The Council shall not attempt to change or interfere with the operating rules and practices of any city department. Councilmembers are not prohibited from discussing policy issues, requesting information from or asking questions of the Mayor or City Administrator.

SECTION 14A. COUNCIL LEGISLATIVE COMMITTEES

- 14A.1 Purpose. The purpose of a council legislative committee is to formulate policy recommendations and gather policy information for the City Council in order to provide for more efficient and effective use of City Council meeting time. Committees will address issues assigned to them by the City Council. The committees are not intended to oversee or interfere with the administration.
- 14A.2 Staffing. Administrative support to and attendance of committees is provided at discretion of the Mayor. The Mayor or City Administrator may participate as an ex-officio member of each committee. Meeting agendas, if any, and committee minutes, and committee reports may be prepared by staff if directed by the Mayor and requested by the committee.¹⁰
- 14A.3 Committees Established. A council legislative committee shall consist of up to three council members with two making a quorum. Legislative committees have the following functions:
 - A. Transportation/Planning, Public Works, and Parks & Recreation (P3) Committee. The primary purpose of the P3 committee is to review and advise upon matters of policy assigned by the City Council involving the physical and economic development of the city as well as matters involving planning for

¹⁰ Minutes required, see Sec. 13A.5.

MONROE CITY COUNCIL RULES OF PROCEDURE

transportation systems and facilities, as well as City infrastructure, and including water and sewer utilities, parks and recreation, and property management, sales, and acquisitions.

B. Public Safety Committee. The primary purpose of the Public Safety Committee is to review and advise upon matters of policy assigned by the City Council involving public health, welfare, and safety; including issues related to police, emergency management, public defense and prosecution, municipal court, nuisance abatement, and code enforcement issues.

C. Finance and Human Resources Committee. The primary purpose of the Finance and Human Resources Committee is to review and advise upon on matters of policy assigned by the City Council involving city financial affairs, including budget development goals and major financial policies such as reserves and fund balance levels, grants and Interlocal Agreements, personnel matters (e.g. union negotiations, employee benefits), and approval of warrants.

D. Legislative Affairs Committee: The primary purpose of the Legislative Affairs Committee is to review and advise upon legislative matters at county, state, and federal levels of interest to the City Council; and City Council policies and procedures.

14A.4 Performance of Tasks. The committees created in this chapter shall perform such tasks in line with the subjects described in Section 13A.3, or as may be referred to them by the Council. Committee functions are to be flexibly applied and issues such as committee workload and member expertise may be as important as or more important than committee function in assigning tasks to committees. The committees shall not preclude the Council from creating any other ad hoc or other committee with similar functions.

14A.5 Committee Minutes and Reports. Committee minutes shall be written, including time, date, and location of meeting, attendance, topics discussed, and any reports to council. Committee reports should be very brief, giving subject matter and date(s) during which subject was discussed. Reminders of upcoming Committee meeting dates may be given, but are not considered "reports".

14A.6 Assignment of Members - Chairperson. Councilmembers shall be assigned to a committee as determined by the city council annually in January. A chairperson for each committee shall be selected by the committee members to preside over committee meetings. After January assignments have been made, the committees shall discuss and establish regular meeting dates, which are open to the public as required by the Open Public Meeting Act, Chapter 42.30 RCW.

SECTION 15. REPRESENTING THE POSITION OF THE CITY

15.1 If a Councilmember or the Mayor appears on behalf of the City before another Governmental Agency, a community organization or the media for the purpose of commenting on an issue, the majority position of the Council, if known, is to be

MONROE CITY COUNCIL RULES OF PROCEDURE

stated. Personal opinions and comments which differ from the Council majority may be expressed if it is clearly stated the comments do not reflect the majority Council position.

- 15.2 A Councilmember's concurrence shall be obtained before a second party shares that Councilmembers view or position with the media, another governmental agency, or a community organization.
- 15.3 Letters, written statements, newspaper, guest opinions, etc., which state a Council opinion shall be submitted to the full Council for review, comment, and final approval prior to their release. In some cases, it may be appropriate to provide for the signatures of the full Council.

SECTION 16. CONFIDENTIALITY

- 16.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during executive sessions to ensure that the City's position is not compromised. Confidentially also includes information provided to Councilmembers outside of executive sessions when the information is considered to be exempt from disclosure under exemptions set forth in the RCW.
- 16.2 If the Council, in executive session, has given direction or consensus to city staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated city staff representative handling the issue. Prior to discussing the information with anyone other than fellow Councilmembers, the Mayor, the City Attorney, or staff designated by the City Administrator, Councilmembers should review such potential discussion with the City Administrator or City Attorney. Any Councilmember having such contact or discussion is to make a full disclosure to the Mayor or City Council in a timely manner.

SECTION 17. SUSPENSION AND AMENDMENT OF RULES

- 17.1 Any provision of these rules not governed by state law or ordinance may be temporarily waived suspended by a majority vote of the Council, except as otherwise specified in these rules or required by law. Any formal action of the City Council in violation or disregard of these rules shall be deemed as an implied waiver thereof.
- 17.2 These rules may be amended or new rules adopted, by a majority vote of the Council.

SECTION 18. EFFECT OF RULES

- 18.1 These rules are for the sole convenience of the City Council, and may only be enforced by Council Members. Nothing in these rules shall be construed as creating any enforceable right, entitlement, or cause of action in or for any other party.

**MONROE CITY COUNCIL
RULES OF PROCEDURE**

- 18.2 If any sentence, clause or provision of these rules irreconcilably conflicts with an applicable provision of state or federal law or is otherwise invalidated by a court of competent jurisdiction, the offending sentence, clause or provision of these rules shall be severable from the remainder.

NOTE: Last revision – AB19-070, Approved March 26, 2019.



MONROE CITY COUNCIL

Agenda Bill No. 20-021

SUBJECT:	<i>Approval of 2020 Council Meetings Schedule</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/21/2020	City Clerk	Elizabeth Adkisson	Deborah Knight	New Business #4

Discussion: 01/21/2020
Attachments: 1. 2020 Council Meetings Schedule

REQUESTED ACTION: Move to approve the 2020 Council Meeting Schedule, as proposed; and determining all regular business/study session meetings presented as ‘cancelled’ to be officially cancelled (and to be noticed accordingly).

POLICY CONSIDERATIONS

Monroe Municipal Code 2.04, Council Meetings, provides that the City Council hold its regular meetings on the first through fourth Tuesdays of each month; and Council Rules of Procedure Section 3, Council Meetings, reserves the right for Council to cancel, adjourn, or continue any regular meeting, and to schedule special meetings as deemed necessary, in accordance with state law. The policy question for the City Council is whether to approve the 2020 Council Meeting Schedule as proposed in Attachment A.

DESCRIPTION/BACKGROUND

The purpose of this agenda bill is to set the City Council’s meeting schedule for 2020 and provide advance notice to City Councilmembers, City Staff, and members of the public of potential special meetings and meeting cancellations. The calendar may be amended by the City Council at any time. Adopting the calendar doesn’t limit the City Council’s ability to add, change, or cancel meetings in the future.

FISCAL IMPACTS

N/A

TIME CONSTRAINTS

There are no time constraints for taking action. Ideally, the City Council will set its 2020 Council Meeting Schedule at this first meeting in January 2020.

ALTERNATIVES

The City Council can agree to the meeting dates as proposed, change the dates, or choose not to adopt a meeting schedule at this time.

2020 MONROE CITY COUNCIL MEETINGS SCHEDULE

JANUARY		FEBURARY		MARCH	
07	Study Session CANCELLED	04	Study Session	03	Study Session
14	Regular Meeting	11	Regular Meeting	10	Regular Meeting
21	Study Session	18	Study Session	17	Study Session
28	Regular Meeting CANCELLED AWC Conference	25	Regular Meeting	24	Regular Meeting
				31	Council Retreat
APRIL		MAY		JUNE	
07	Study Session CANCELLED	05	Study Session	02	Study Session
14	Regular Meeting	12	Regular Meeting	09	Regular Meeting
21	Study Session	19	Study Session	16	Study Session
28	Regular Meeting	26	Regular Meeting CANCELLED	23	Regular Meeting
				30	Council Retreat
JULY		AUGUST		SEPTEMBER	
07	Study Session	04	Study Session CANCELLED - NNO	01	Study Session CANCELLED
14	Regular Meeting	11	Regular Meeting	08	Regular Meeting
21	Study Session	18	Study Session	15	Study Session
28	Regular Meeting	25	Regular Meeting	22	Regular Meeting
				29	Council Retreat
OCTOBER		NOVEMBER		DECEMBER	
06	Study Session	03	Study Session CANCELLED	01	Study Session
13	Regular Meeting	10	Regular Meeting	08	Regular Meeting
20	Study Session	17	Study Session	15	Study Session CANCELLED
27	Regular Meeting	24	Regular Meeting CANCELLED	22	Regular Meeting CANCELLED
				29	Council Retreat CANCELLED



MONROE CITY COUNCIL
Finance & Human Resources
Committee Meeting
Tuesday, December 17, 2019, 4:00 p.m.
Monroe City Hall, Council Chambers

2019 Committee
Councilmembers
Patsy Cudaback
Jason Gamble
Kirk Scarboro

AGENDA

I. Call to Order

II. Approval of Minutes (November 19, 2019) [Page 2]

III. New Business

- A. FCS Group – Direct Billing Study (Finance/Community Development) [Page 4]

IV. Unfinished Business

- A. None

V. Other

VI. Next Committee Meeting (January 21, 2020, 5:30 p.m.)

City Severance Policy (Human Resources), Water Station Annual Fee (Finance), Bi-Annual Budget Discussion (Finance), Potential Parks Bond (Finance/Parks)

VII. Adjournment



MONROE CITY COUNCIL
Finance & Human Resources
Committee Meeting
Tuesday, November 19, 2019, 5:30 P.M.
Monroe City Hall, Passport Table

2019 Committee
Councilmembers
Patsy Cudaback
Jason Gamble
Kirk Scarboro

DRAFT MINUTES

I. Call to Order

A regular meeting of the Monroe City Council Finance & Human Resource Committee was held on November 19, 2019, at the Monroe City Hall Passport Table. The Meeting was called to order by Councilmember Gamble at 5:33 p.m.

Committee Present: Councilmembers Gamble, Scarboro, Cudaback¹
Mayor Present: Geoffrey Thomas
Staff Present: Becky Hasart, Finance Director; Ben Warthan, Human Resources Director, Gina Pfister, Clerical Specialist

II. Approval Minutes (Meeting of Tuesday, October 15, 2019)

Councilmember Scarboro moved to approve the Monroe City Council Finance & Human Resource Committee Meeting Minutes of Tuesday, October 15, 2019; the motion was seconded by Councilmember Gamble. Motion carried 2-0.

III. New Business

A. Non-Rep Benefits (Human Resources)

Mr. Warthan provided background on the performance-based pay policy for non-represented employees and highlighted the following: performance review schedule, salary range adjustments, limitations, and top of range exceptions. Mr. Warthan answered questions from Councilmember Scarboro.

IV. Unfinished Business

A. Republic Services - Recycling/Organics Rate Presentation (Finance)

Guest Presenters:

- Russell Joe, Municipal Relationship Manager, Republic Services
- Bob Bennett, Director of Operations, Republic Services
- Clue Westmoreland, Executive Vice President, Cedar Grove Compost

Mr. Joe read through a PowerPoint presentation and briefed the Committee on the world wide recycling market and its effects on the local economy.

Discussion ensued regarding a potential recycling and organics surcharge to cover regulation change related cost increases. The committee discussed service concerns,

¹ Councilmember Cudaback arrived at 5:43 p.m.

reduced recycle service, and alternative methods including education and outreach efforts.

Ms. Hasart will continue working with Republic Services on possible surcharge distributions. This item will be presented to Council in early 2020.

V. Other

There was no other business discussed.

VI. Next Committee Meeting (December 17, 2019, 4 p.m.)

Agenda Items: FCS Group – Direct Billing Study (Finance/Community Development)

Consensus of the Committee was to meet in January after Council confirms the 2020 Committee appointments.

VII. Adjournment

There being no further business, Councilmember Scarboro moved to adjourn the Tuesday, November 19, 2019, Monroe City Council Finance & Human Resource Committee meeting; the motion was seconded by Councilmember Gamble. Motion carried 3-0.

The meeting adjourned at 6:47 p.m.



MONROE CITY COUNCIL
Finance & Human Resources Committee Meeting
Tuesday, December 17, 2019, 5:00 P.M.
Agenda Bill

2019 Committee
 Councilmembers
 Jason Gamble
 Kirk Scarboro
 Patsy Cudaback

SUBJECT:	<i>FCS Group Introduction to Planning Fee Cost of Service Study</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
12/17/19	Community Development & Finance	Ben Swanson	Ben Swanson Becky Hasart	New Business A

Discussion: 09/17/2019
Attachments: 1. PowerPoint – Development Fee Cost of Service Study Initial Results

REQUESTED ACTION: Provide policy direction to City and FCS staff for consideration of at the January 21, 2020, regular study session.

POLICY CONSIDERATIONS

RCW 82.02.020 allows cities to collect fees "...from an applicant for a permit or other governmental approval to cover the cost...of processing applications, inspecting and reviewing plans, or preparing detailed statements..." The policy decision which will eventually come before the Council is at what level the Council wants to recover the costs associated with these services.

DESCRIPTION/BACKGROUND

The purpose of this meeting is to review the preliminary results provided by FCS Group and provide policy direction to City and FCS staff for consideration of at the next City Council regular study session.

The City of Monroe Community Development and Public Works Departments administer the City's development regulations for zoning, subdivisions, shoreline management, environmental review, and concurrency management. The Departments initiated a cost-of-service study to determine the full cost to provide related planning fee services and potentially adjust the current fees charged for these services to improve the program's cost recovery.

Study Objectives:

1. Conduct a cost-of-service study for the individual planning fee services provided by the City's Planning Review Group. The fee study will not include fee services administered by the Building Division (e.g., building permits, inspection, and plan review).
2. Identify the current cost recovery levels for the individual planning fees and for the overall Planning Review Group.
3. Evaluate changes to the planning fee structure to improve cost recovery levels.



City of Monroe Finance Committee



Development Fee Cost of Service Study Initial Results

December 17th, 2019
Matt Hobson, Project Manager





Presentation Overview

- ◆ **Overview**
- ◆ **Summary of Results**
 - Cost Recovery Discussion
- ◆ **Comparative Fee Survey**
- ◆ **Key Policy Issues**
- ◆ **Next Steps**



What costs can be recovered?

Legal authority for setting fees

- Authorized within RCW 82.02.020
- City can collect fees “from an applicant for a permit or other governmental approval to cover the cost...of processing applications, inspecting and reviewing plans, or preparing detailed statements [related to SEPA reviews]”

Recoverable costs

- Direct cost of permitting services
- Reasonable portion of indirect and overhead costs

Examples of costs that cannot be recovered

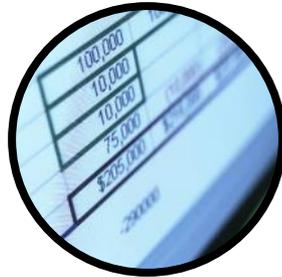
- Comprehensive long-range planning
- Code enforcement

Key Study Steps



Cost of Service Analysis

What does it cost the City to provide planning fee services?



Cost Recovery Analysis and Policy

How does the cost compare to the current fee and cost recovery policy?



Fee Design

How can the City structure the fees for these services?



Fee Survey

How do current and proposed fees compare to comparable jurisdictions?

Interviews With City Staff

Direct Non-Permitting Activities

Direct Permitting Activities

Indirect Activities

Code Enforcement

Citywide Capital Projects

Long-Range Planning

Land Use Permits

Public Works Permits

Customer Service

General Administration

Land Use Applications (50)

Rights-of-Way (10)

Grading (12)

Design Engineering (9)

Other Fees (15)

Note: building, plumbing, and mechanical permits were not included in this study



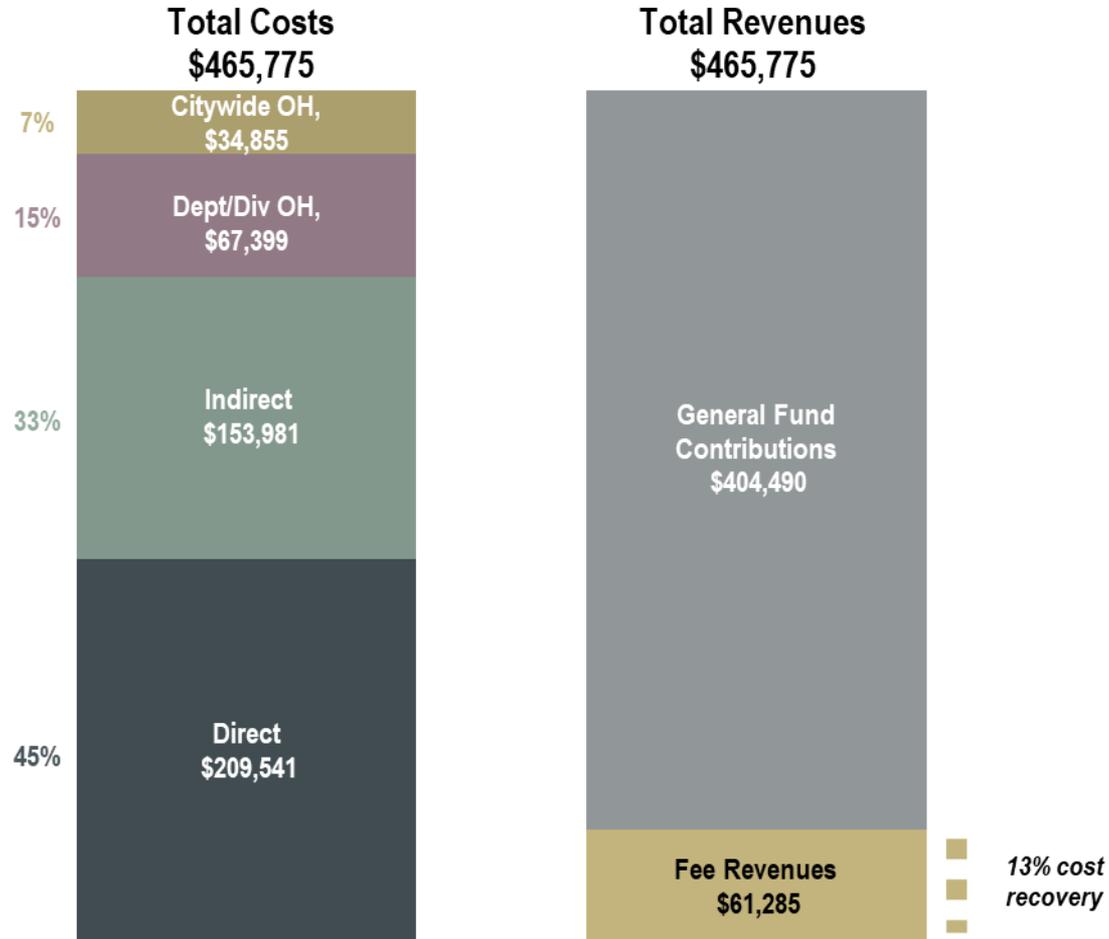
Planning Cost of Service (2018)

- Employee hourly rate includes portion of indirect, non-labor costs

<i>Planning Services</i>		Annual Cost Components		Total Costs	% of Total Costs
		Labor Costs	Non-Labor Costs		
Direct Costs	Total Direct Services	\$ 204,288	\$ 5,253	\$ 209,541	45%
	Subtotal Direct Costs	\$ 204,288	\$ 5,253	\$ 209,541	45%
Indirect Costs	Public Info & Cust. Svc.	\$ 86,664	\$ 2,364	\$ 89,027	19%
	Training & Certification	11,209	290	11,499	2%
	General Admin & Mgt	40,333	962	41,295	9%
	Breaks	11,826	334	12,160	3%
Subtotal Indirect Costs		150,032	3,949	\$ 153,981	33%
Overhead Costs	Department Administration OH - Fee Related	\$ 43,083	\$ 24,315	\$ 67,399	14%
	Citywide OH - Fee Related	-	34,855	34,855	7%
Subtotal Overhead Costs		\$ 43,083	\$ 59,170	\$ 102,253	22%
Loaded Hourly Rate		\$ 124.50	\$ 21.42	\$ 145.92	100%
Total Planning Services Costs		\$ 397,403	\$ 68,372	\$ 465,775	100%

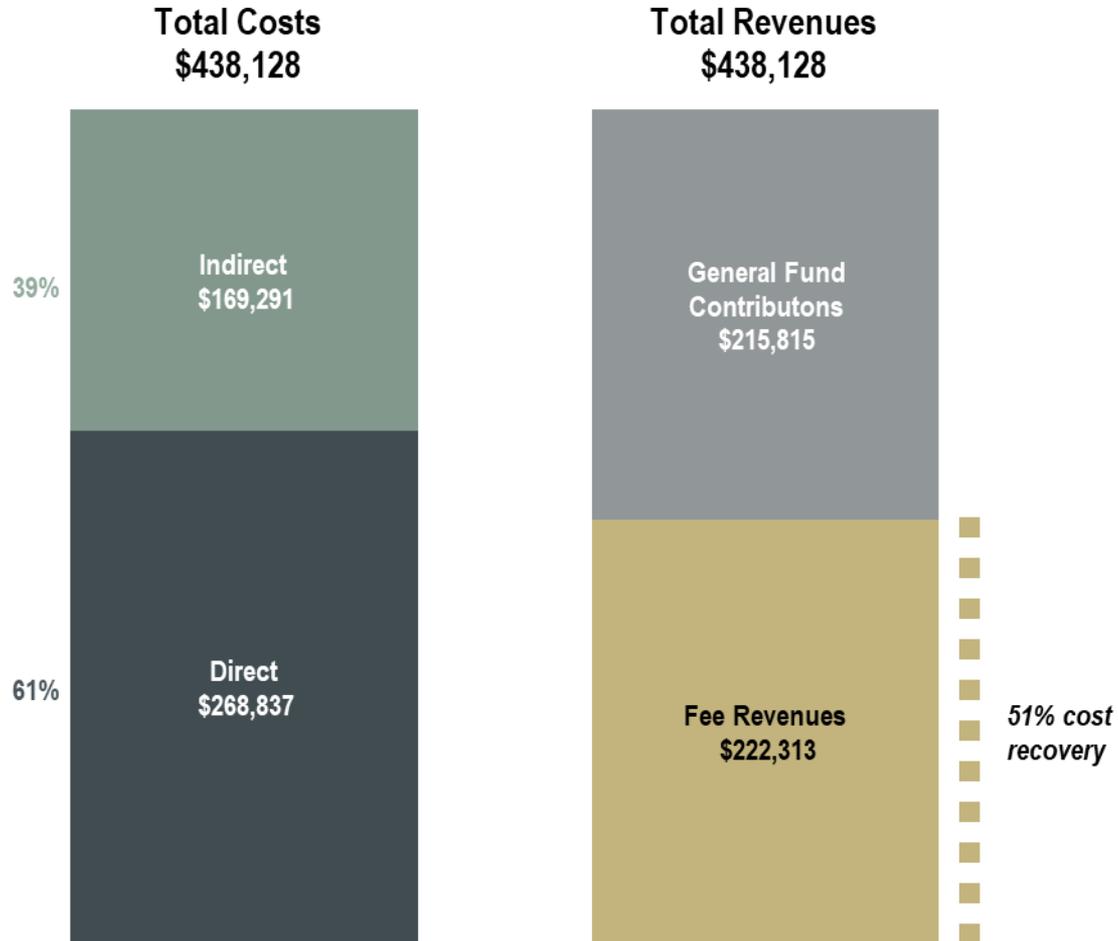


Existing Overall Cost Recovery - Planning





Existing Overall Cost Recovery – Public Works





Legal Guidance of Cost Recovery

- ◆ **State law is ambiguous regarding whether individual fees or overall program revenues need to be at cost of service**
 - Charging a permit applicant for the exact cost of service would likely require the City to charge each applicant on an hourly basis
 - Most cities in Washington assess a fixed fee for many land use applications

City Administrative Requirements Increase





Study Results: Cost Recovery

- ◆ Study analyzed over 100 existing and new fees

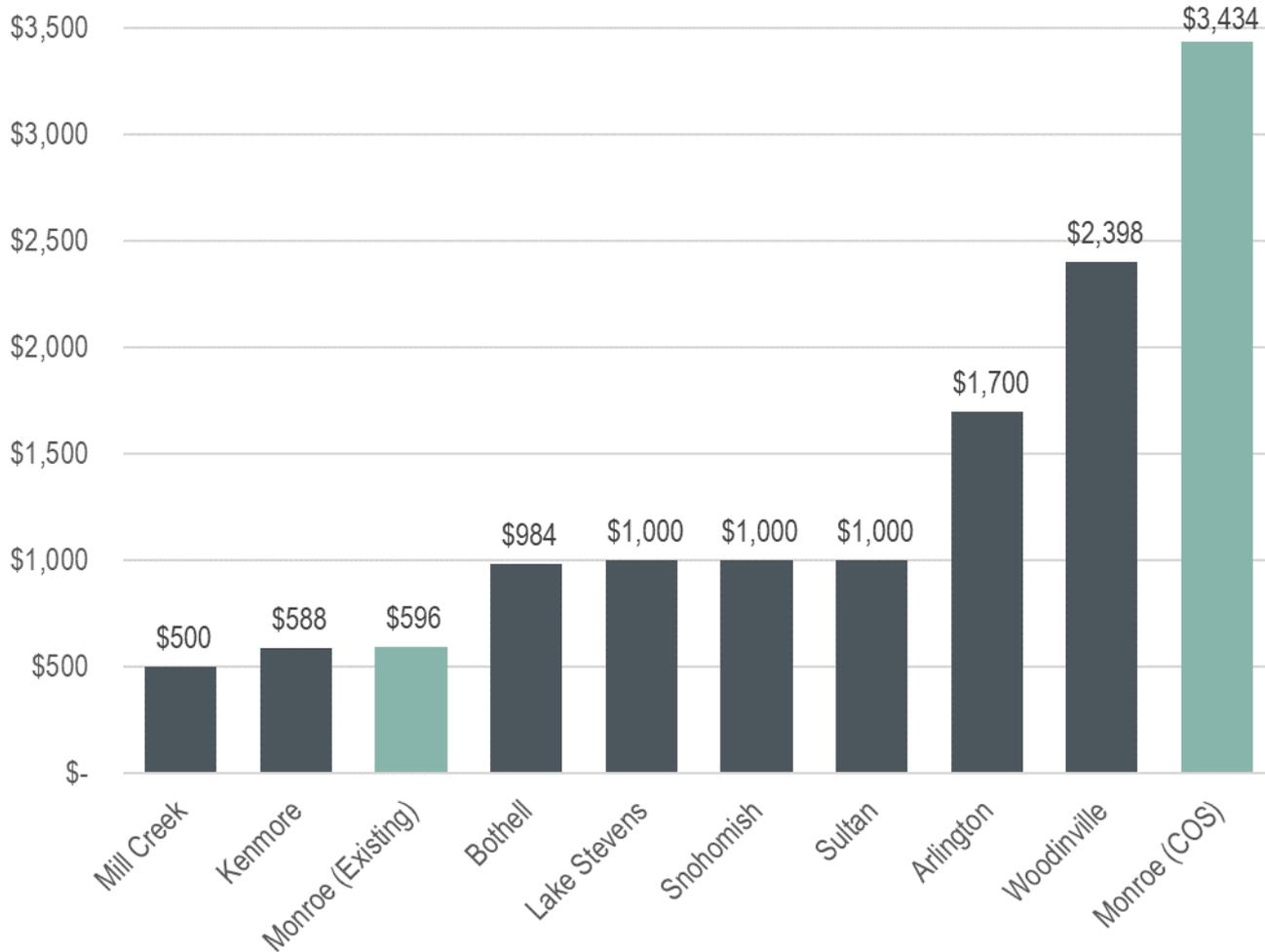
	Planning	Public Works
Fees Reviewed	56	46
Consolidated Fees	6	8
Fees Above Cost of Service	1	19
Overall Cost Recovery Level	13%	51%
Average Cost Recovery Level	20%	113%*

Note: Cost Recovery Level excludes fees not currently being charged, fees charged hourly

**Many Public Works Grading fees have a relatively high cost recovery rate but do not generate as much revenue as Right-of-Way or Construction fees. As a result, the average cost recovery rate of individual fees is higher than the overall cost recovery level for Public Works services.*



Fee Survey: Boundary Line Adjustment



Note: Duvall's fees are assessed on an hourly basis

Kenmore, Bothell, Snohomish, Sultan, and Woodinville assess an additional charge for excessive plan re-submittals

Monroe 25% COS: \$859

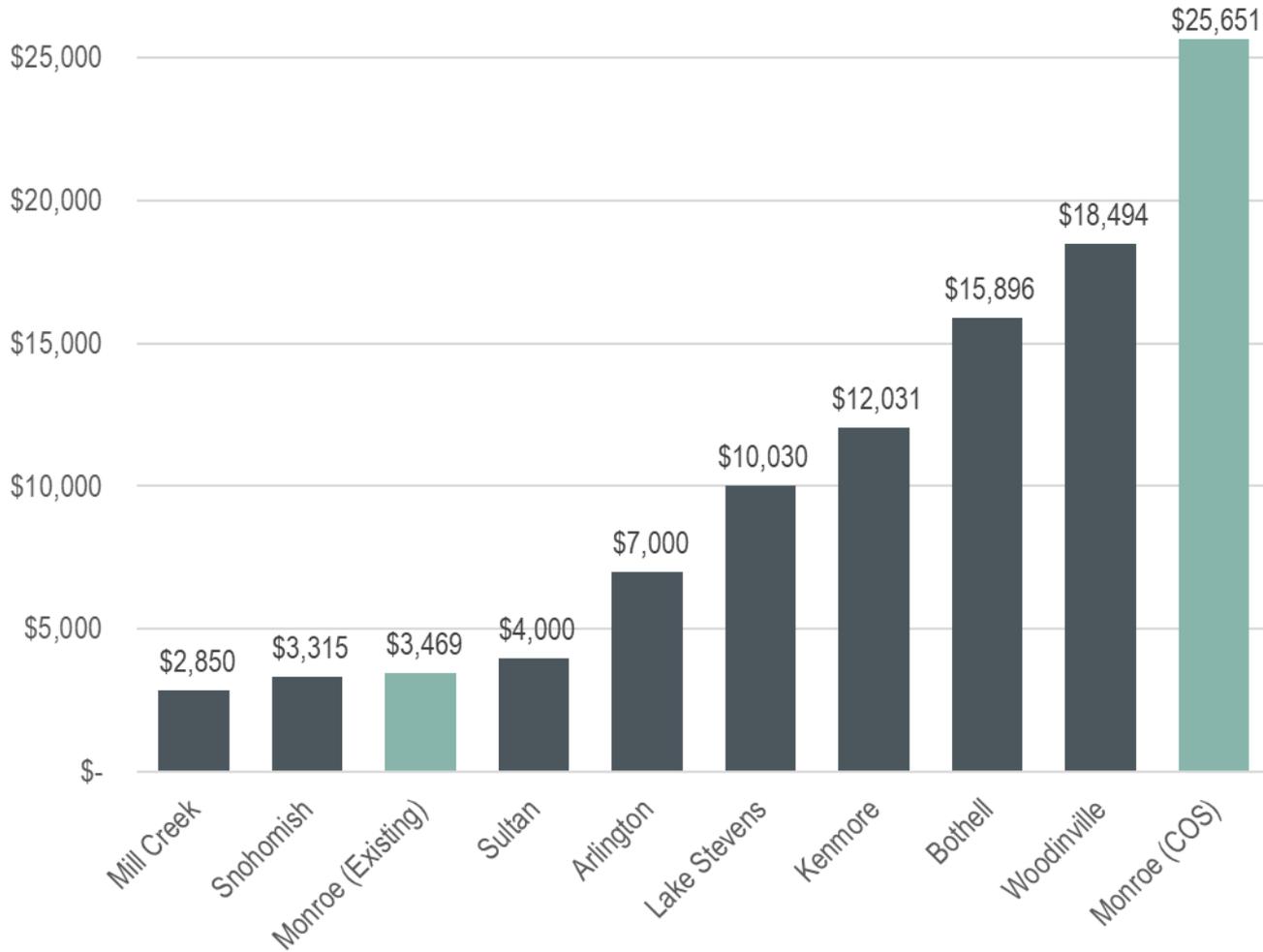
50% COS: \$1,717

75% COS: \$2,576

100% COS: \$3,434



Fee Survey: Preliminary 10-Lot Subdivision



Note: Duvall's fees are assessed on an hourly basis

Kenmore, Bothell, Snohomish, Sultan, and Woodinville assess an additional charge for excessive plan re-submittals

Monroe 25% COS: \$6,413

50% COS: \$12,825

MCC F/HR Agenda Packet 12/17/19

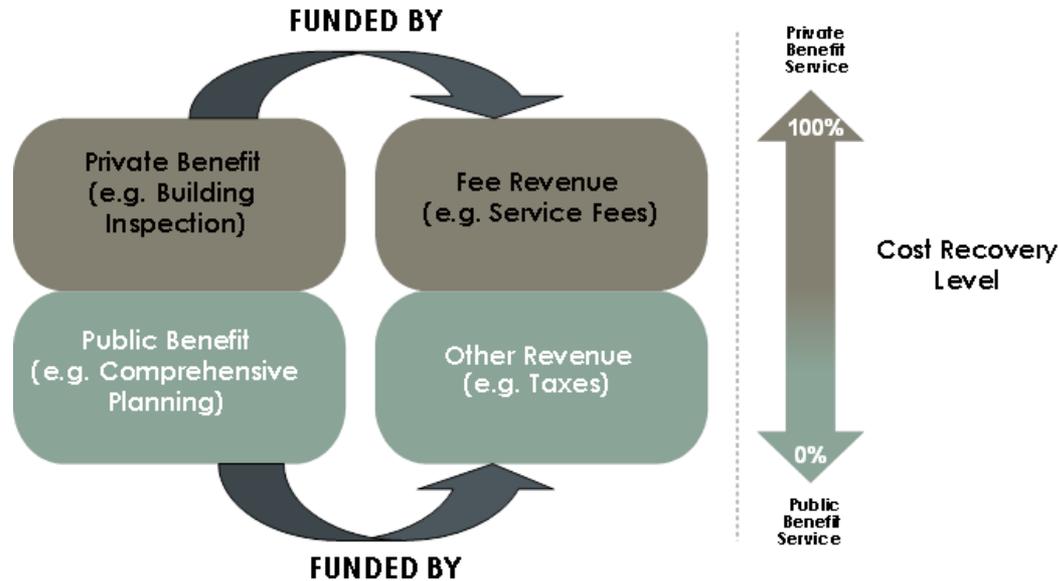
Page 16 of 23

75% COS: \$19,239

100% COS: \$25,651



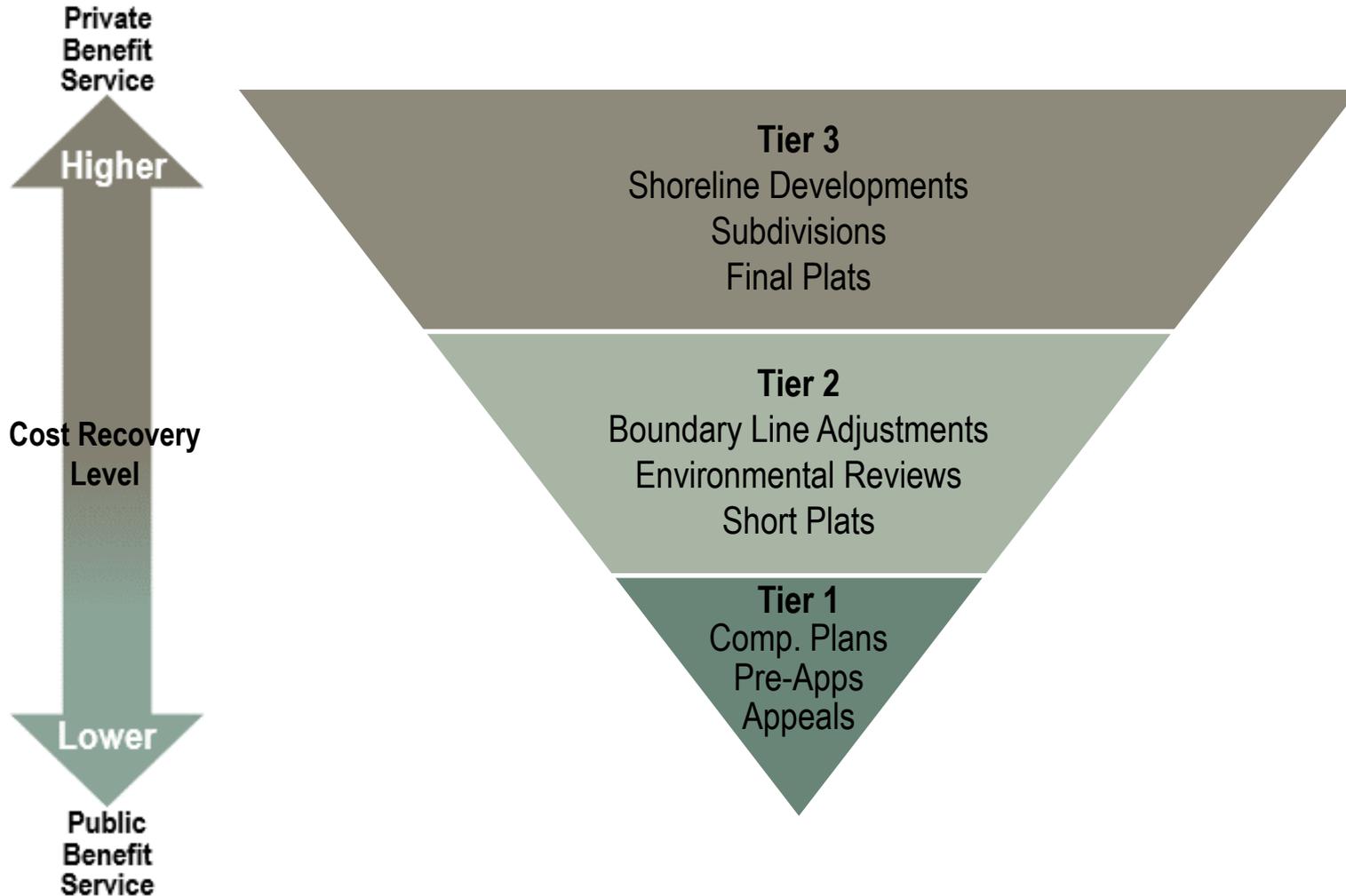
Key Cost Recovery Policy Issues



- ◆ Is it feasible to set fees at the calculated level?
- ◆ Will increasing fees result in compliance or public safety problems?
- ◆ Can the market bear the fee increases?
- ◆ Do adjustments in fees adversely affect other City goals?
- ◆ Are there feasible process changes that might bring costs into better balance with revenues?
- ◆ Does the City have the administrative/billing capabilities to assess the fee at cost of service?



Setting Appropriate Cost Recovery Level





Next Steps

- ◆ **Cost recovery policy**
 - Fees based on cost of service?
 - Confirm framework for cost recovery tiers
 - Staff reviewed study results and will recommend cost recovery tier for fees

- ◆ **Study results and fee recommendations to be presented at City Council meeting in January 2020**
 - Staff requesting Council action of 2020 fee resolution



Questions

Matthew Hobson
Project Consultant
matthewh@fcsgroup.com

Contact FCS GROUP:
(425) 867-1802
www.fcsgroup.com



Public Works Fee Cost of Service (2018)

<i>Public Works Services</i>		Annual Cost Components		Total Costs	% of Total Costs
		Labor Costs	Non-Labor Costs		
Direct Costs	Total Direct Services	\$ 268,837	\$ -	\$ 268,837	61%
	Subtotal Direct Costs	\$ 268,837	\$ -	\$ 268,837	61%
Indirect Costs	Public Info & Cust. Svc.	\$ 34,695	\$ -	\$ 34,695	8%
	Training & Certification	27,607	-	27,607	6%
	General Admin & Mgt	80,657	-	80,657	18%
	Breaks	26,333	-	26,333	6%
Subtotal Indirect Costs		169,291	-	\$ 169,291	39%
Overhead Costs	Department Administration OH - Fee Related	\$ -	\$ -	\$ -	-
	Citywide OH - Fee Related	-	-	-	-
Subtotal Overhead Costs		\$ -	\$ -	\$ -	-

Loaded Hourly Rate	\$ 96.02	\$ -	\$ 96.02	100%
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Total Public Works Services Costs	\$ 438,128	\$ -	\$ 438,128	100%
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Summary of Fee Services

Fee Service (Planning)	Avg. Processing Time (hrs)	Avg. Existing Fee	Avg. Cost of Fee Service	Avg. Current Recovery Level
Boundary Line Adjustments	20.25	\$ 376	\$ 2,887	12%
Conditional Use Permits	61.00	1,425	8,546	17%
Shoreline Fees	47.67	1,709	6,836	26%
Subdivisions	43.44	764	6,172	17%
Environmental Review	31.19	661	4,470	15%
Administrative Design Review	10.00	150	1,481	10%
Annexation Petition	231.75	713	31,483	2%
Comprehensive Plan Amendments	78.25	1,353	12,228	11%
Other Fees	26.50	503	3,321	38%

Fee Service (Public Works)	Avg. Processing Time (hrs)	Avg. Existing Fee	Avg. Cost of Fee Service	Avg. Current Recovery Level
Grading Permit Plan Review	5.11	\$ 1,125	\$ 549	224%
Grading Permit Inspections	9.33	704	1,029	72%
Rights-of-Way	2.83	259	316	83%
Construction Plan Review	14.69	1,383	1,725	81%
Construction Inspections	45.50	1,938	4,989	39%
Other Fees	2.92	376	310	96%



MONROE CITY COUNCIL
Legislative Affairs Committee Meeting
Tuesday, November 12, 2019, 6 P.M.
Monroe City Hall

2019 Committee
Councilmembers
Ed Davis
Jim Kamp
Kirk Scarboro

AGENDA

- I. **Call to Order**

- II. **Approval Minutes** (August 13, 2019) [Page 2]

- III. **Unfinished Business**

- IV. **New Business**
 - A. 2020 Legislative Priorities (Administration) [Page 4]

- V. **Other**

- VI. **Next Committee Meeting** (December 10, 2019)
Agenda Items: TBD.

- VII. **Adjournment**



MONROE CITY COUNCIL
Legislative Affairs Committee Meeting
Tuesday, August 13, 2019, 6 P.M.
Monroe City Hall

2019 Committee
Councilmembers
Ed Davis
Jim Kamp
Kirk Scarboro

MINUTES

I. Call to Order

A regular meeting of the Monroe City Council Legislative Affairs Committee was held on Tuesday, August 13, 2019. The meeting was called to order by Councilmember Kamp, 6:06 p.m.; Passport Table, Monroe City Hall.

Council Present: Ed Davis; Jim Kamp; & Kirk Scarboro.
Mayor: None.
Staff Present: Elizabeth Adkisson, City Clerk; Deborah Knight, City Administrator;
& Ben Swanson, Community Development Director.
Others Present: Heather Rousey.

II. Approval of Minutes (July 9, 2019)

Councilmember Scarboro moved to approve the minutes of the Tuesday, July 9, 2019, Legislative Affairs Committee Meeting; the motion was seconded by Councilmember Davis. Motion carried (3-0).

III. Unfinished Business - NONE

IV. New Business

A. Affordable Housing Code (Community Development)

Mr. Swanson provided background information on the Unified Development Regulations project; affordable housing section pulled out for a separate review process; and Affordable Housing working group created to review these regulations and provide findings to the Planning Commission.

Discussion ensued regarding group scope of work, membership, and timeline; and affordable housing options to be considered.

B. Annexations (Community Development)

Mr. Swanson provided background information on pre-annexation zoning for the Urban Growth Area (UGA) and annexation process to begin in September 2019.

Discussion ensued regarding potential annexation areas, previous annexation attempts, and incentives (such as a community park).

C. Quality Indigent Defense Evaluation (City Clerk)

Mr. Adkisson provided background information on the Quality Indigent Defense Evaluation process, timeline, and final evaluation recommendations/potential fiscal impacts.

V. Other - NONE

VI. Next Committee Meeting (September 10, 2019, 6 p.m.)

CANCELLED – due to Monroe Transportation Benefit District Board Special Meeting; September 10, 2019, 6:30 p.m.

VII. Adjournment

Councilmember Davis moved to adjourn the Tuesday, August 13, 2019, Legislative Affairs Committee Meeting; the motion was seconded by Councilmember Kamp. Motion carried (2-0)¹.

The meeting was adjourned at 6:35 p.m.

¹ CLERK'S NOTE: Councilmember Scarboro exited the meeting at approximately 6:33 p.m. and did not return.



MONROE CITY COUNCIL
Legislative Affairs Committee Meeting
 Tuesday, August 13, 2019, 6 P.M.
 Monroe City Hall

2019 Committee
 Councilmembers
 Ed Davis
 Jim Kamp
 Kirk Scarboro

SUBJECT:	<i>Proposed 2020 Legislative Priorities</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
11/12/2019	Administration	Deborah Knight	Deborah Knight	New Business #1

- Discussion:** 11/12/2019
Attachments:
1. Proposed 2020 Legislative Priorities
 2. Association of Washington Cities 2020 Legislative Agenda

REQUESTED ACTION: Discuss the proposed legislative agenda for 2020 and provide direction to Mayor Thomas and city staff.

POLICY CONSIDERATIONS

The Legislative Agenda list of funding and policy priorities reflects the City of Monroe’s position on key initiatives that are expected to arise in the form of legislation, budget decisions, or policy decisions in the upcoming 2020 Session of the State Legislature.

The Legislative Committee has an opportunity to review the proposed Legislative Agenda for 2020 before the Agenda is presented to the full City Council for discussion and direction on December 10, 2019.

DESCRIPTION/BACKGROUND

Each year the City has an opportunity to identify legislative priorities in order to advance local initiatives in partnership with state and county officials.

Mayor Thomas, City Staff, Ms. Alanna-Janelle Dotzauer, and Mr. Trevor Justin, the City’s government affairs consultants with Strategies 360, are looking for discussion and direction on the proposed 2020 Legislative Agenda (*Attachment 1*).

The City typically adopts its legislative priorities in the fall to prepare for the beginning of the State legislative session on January 12, 2020. The Association of Washington Cities will hold its annual Legislative Action Days on January 28-29, 2020. This is an opportunity to meet with the City’s legislative delegation one-on-one regarding the City’s priorities.

The City Council can continue to refine its Legislative Agenda prior to the start of the legislative session in January.

The 2020 Legislative Agenda (*Attachment 1*) is organized around the City’s 2020 budget themes: Safe and Secure; Economic Development; Managing Growth; Utilities and Transportation; Community Culture and Good Government:

1. Addressing chronic and hidden homelessness
2. Supporting a transportation package to #Finish522
3. Facilitating annexations
4. Developing alternative funding sources for park maintenance, operations and capital improvements
5. Funding a US 2 corridor study for capacity improvements from Hwy 9 to Stevens Pass

FISCAL IMPACTS

There is no specific budget associated with adopting the 2020 Legislative Agenda. The 2020 budget includes funding for the contract with Strategies 360 to provide legislative and government affairs consulting services throughout the legislative session. A contract amendment with Strategies 360 for 2020 was approved by the City Council in October.

Securing requested funding through the State Capital and Transportation Budget for priority capital improvements will serve state and city residents.

TIME CONSTRAINTS

The 2020 Legislative session begins on January 13, 2020. The Association of Washington Cities (AWC) Legislative Action Days is scheduled for January 28-29, 2019. Ideally, the City Council will adopt the City's legislative priorities prior to the start of the legislative session. This provide sufficient time for Mayor Thomas and City Staff to begin contacting the City's legislative delegation regarding the City's priorities.

ALTERNATIVES

The Council Committee can choose to postpone taking action on the Legislative Agenda until a later date.

The Council Committee may also direct Mayor Thomas and City Staff to add, change or delete items to the Legislative Agenda prior to bringing the priorities to the City Council for action.

CITY OF MONROE – 2020 LEGISLATIVE PRIORITIES

OVERVIEW

- The 2020 Legislative Session begins Monday, January 13th and it will be a short 60-day session where the State Legislature will pass Supplemental Budgets – therefore, the state will not be making the same level of investments in the Operating, Transportation or Capital Budgets as they did in 2019.
- Bills that were introduced but did not pass during the 2019 session are still alive in 2020 and are automatically reintroduced and retained in their present position in the second half of the biennium.

1. ADDRESSING CHRONIC HOMELESSNESS

- The City plans to take a three-pronged approach to the homelessness issue in Monroe: support capital facilities for housing and treatment, retain local authority regarding homelessness, and oppose measures that limit the city's ability to adequately deal with the homeless population.
- Developing facilities and programs to reduce chronic homelessness (shelters, treatment programs, etc.)
 - The City will engage and support legislation in 2020 that aligns with these goals.
 - Housing bills:
 - [HB 1406](#) – Encouraging investments in affordable and supportive housing.
 - Passed in 2019, technical changes will be made in 2020.
 - [HB 1923](#) – Increasing urban residential building capacity.
 - Passed in 2019, technical changes will be made in 2020.
- Revising State Laws RE: Homestead RCW (RV case in Seattle), updating laws related to involuntary commitment, requiring prosecution of low level but felony drug offenses as felonies, etc.
 - [HB 1591](#) – Concerning the rights of persons experiencing homelessness.
 - Not passed in 2019, engage with concerns in 2020.
 - [HB 1713](#) – 2015-16 – Integrating the treatment systems for mental health and chemical dependency. (Ricky's Law)
 - [RCW 9A.20.010](#) – Classification and designation of crimes. (Existing law)
- The City would be supportive of a budget request to study and identify statewide issues that contribute to chronic homelessness and identify solutions on an area by area basis.
 - Budget request amount (\$)?
- The City is also supportive of retaining local authority in helping to mitigate and address the homelessness issue in the City.

2. PARKS IMPROVEMENT DISTRICT LEGISLATION

- In 2019, (Not passed) the city supported [HB 1371](#) – Concerning the creation of parks benefit districts. A scaled back version of the 2019 bill will be structured for the 2020 session as follows:
 - 1/10th of one-cent sales tax authority with the ability to fully bond based on increase.
- Representative Eslick, Prime Sponsor / Representative Tarleton engaged:
 - Doug/ AJ & Trevor to schedule meetings with policy and fiscal committee members, however, will work to get the bill sent straight to House/Senate fiscal committees.

3. FACILITATING ANNEXATIONS

- In 2019: Legislation passed – [HB 2044](#) – Concerning the de-annexation of a portion of land from a park and recreation district or metropolitan park district.
- In 2019: Two bills on the topic did not pass:
 - [HB 1357](#) – Eliminating certain requirements for the annexation of an unincorporated island of territory.
 - [HB 1598](#) – Providing code cities of a certain size with the ability to annex unincorporated areas without a referendum provision pursuant to a jointly approved interlocal agreement with the county.
- The City is supportive of annexation around UGAs.
- As discussed in previous legislative sessions, continue to monitor any items from Ruckelshaus that we might want to incorporate.

4. SR 522

- In 2020, continue to support proposed Transportation Package request – keep the request in front of people and be ready for any smaller transportation budget opportunities that may arise.
- Proposal currently includes \$160 Million for SR 522, defend/protect this much needed investment.
 - \$90 Million towards construction of the widening the narrow part of SR 522.
 - \$70 Million towards construction of a new SR 522/Paradise Lake interchange.
 - \$56 Million towards construction on a US 2 Monroe Bypass and widening.
- 2019 Achievements:
 - Allocated \$12.8 Million of new funds for design and engineering work to be spent in the 2019-21 biennium.
 - Moved up a previously allocated additional \$10 Million for design and engineering work to the 2021-23 biennium. These funds had been originally allocated for the 2025-27 and 2027-29 biennia within the Connecting Washington package approved in 2015.

5. US-2 CAPACITY IMPROVEMENTS

- Transportation Budget – member request.
 - Representative Eslick is looking for support for US 2 capacity improvements.
- The City of Monroe is working with the City of Wenatchee and other stakeholders to explore a coordinated effort for a US 2 capacity study from Highway 9 to Wenatchee. More details will be forthcoming.



Adopt a comprehensive set of transportation policies that provide robust new resources and local options

Cities are responsible for a significant share of the statewide transportation system and fund most of that responsibility out of local tax dollars. Cities struggle to meet the \$1 billion gap in transportation maintenance and preservation costs. To meet these ever-expanding needs, the state must maintain existing and create new transportation-specific revenue options for cities. The state must also develop a statewide transportation package that includes increased resources for city transportation needs.



Fully fund the Public Works Trust Fund (P WTF)

The Public Works Trust Fund is a crucial funding partner in our efforts to provide the necessary infrastructure for our communities. We seek full funding for the program and ask the state to protect the current stream of loan repayments and uphold the 2% state share of REET dedicated to the account. Additionally, we look to strengthen the program by ending the ongoing revenue diversions as soon as possible.



Create a tax increment financing (TIF) option for cities

Washington's cities need economic development tools that help maintain, expand, and modernize local infrastructure to spur local private sector investment. By investing in TIF, the Legislature can partner with cities to advance our shared goals of building a robust and diverse economy for communities around the state. For maximum impact, cities need access to both property-tax and sales-tax based TIF programs.



Preserve city fiscal health with secure funding sources

Cities need revenue authority and flexibility to keep up with community growth and increasing service needs. State investment in shared revenue distributions is instrumental to support essential city programs and services. Responsive revenue options allow local elected officials to make the best community-based decisions about how to keep up with growth and the increasing costs of providing basic services like public safety and transportation. Arbitrary restrictions on local revenue decisions unnecessarily hurt residents by limiting critical local services.



Support statewide medication assisted treatment (MAT) services in city and regional jails by providing local flexibility

Cities are experiencing the consequences of an overwhelmed state behavioral health system. While the state has made investments to address some of the challenges, more help is needed. Local jails have increasingly been called to action to address opioid use disorder and provide treatment. However, the costs are overwhelming city criminal justice budgets across the state. City jails need additional state support to access MAT services to save lives and reduce recidivism.



Advance a watershed-based strategic plan to address local fish-blocking culverts along with state culverts

Cities need the state to adopt a broader vision to create a comprehensive response that funds local barrier corrections and provides actual habitat access for fish. Cities recognize that the state is facing a \$4 billion price tag to fix fish-blocking culverts that the U.S. Supreme Court has found to impinge on tribal treaty rights to fish harvests. Cities also own 1,300 barriers in the same streams, and similarly have no identified revenues to pay for needed corrections. A statewide approach is the only way to achieve meaningful salmon and orca recovery.



Continue to pursue new resources and policies to increase affordable housing both at the state and local level

Our communities continue to face a housing crisis and need state support to incentivize housing options. The Legislature can help by proactively supporting cities' voluntary adoption of more effective ADU ordinances and providing additional councilmanic tax authority for housing. Cities need enhanced tools to attract and preserve multifamily development, like changing the multifamily tax exemption program to open it to smaller cities, extending the tax exemption for continued affordability guarantees, and expanding the ability to preserve existing affordable housing.

Contact:

Candice Bock

Government Relations Director
candiceb@awcnet.org • 360.753.4137





**MONROE CITY COUNCIL
Public Safety
Committee Meeting**

Tuesday, December 3, 2019, 6 P.M.
Monroe City Hall, Passport Table

2019 Committee
Councilmembers
Patsy Cudaback
Ed Davis
Kevin Hanford

AGENDA

- I. Call to Order**

- II. Special Orders of the Day**

- III. Approval of Minutes**
 - A. Committee Meeting Minutes of October 1, 2019 [\[Page 2\]](#)

- IV. Unfinished Business**
 - A. Municipal Court Assessment (Court) [\[Page 4\]](#)

- V. New Business**
 - A. LEMAP Update [\[Page 28\]](#)
 - B. SODA Regulations [\[Page 29\]](#)
 - C. Underage Drinking Regulations [\[Page 40\]](#)

- VI. Other**

- VII. Next Committee Meeting (February 25, 2020)**
 - Quick Service Dress Code (Police)

- VIII. Adjournment**



MONROE CITY COUNCIL
Public Safety Committee Meeting
Tuesday, October 1, 2019, 6 P.M.
Monroe City Hall

2019 Committee
Councilmembers
Patsy Cudaback
Ed Davis
Kevin Hanford

DRAFT MINUTES

I. Call to Order

A regular meeting of the Monroe City Council Public Safety Committee was held on Tuesday, October 1, 2019. The meeting was called to order by Councilmember Hanford at 6:04 p.m.; Passport Table, Monroe City Hall.

Council Present: Patsy Cudaback, Ed Davis, and Kevin Hanford
Mayor: Geoffrey Thomas
Staff Present: Elizabeth Adkisson, City Clerk; Jeffrey Jolley, Police Chief; Pam Haley, Court Administrator; Ben Warthan, Human Resources; Becky Hasart, Finance Director
Others Present: Heather Rousey

II. Special Orders of the Day

A. Selection of 2019 Chairperson

Councilmember Cudaback moved to appoint Councilmember Davis as the Public Safety Committee Chairperson. Councilmember Hanford seconded the motion. Motion carried (3-0).

B. 2019 Work Plan

Review and discussion of the 2019 Committee Work Plan.

III. Approval of Minutes

There were no minutes to approve.

IV. Unfinished Business

There was no unfinished business.

V. New Business

A. Police Department Assessment (Police)

Police Chief Jolley reviewed the Monroe Police Department Organizational and Staffing Study conducted by Matrix Consulting Group and answered questions from the Committee.

B. Municipal Court Assessment (Court)

Ms. Haley and Mr. Warthan provided background information on the Monroe Municipal Court and briefed the Committee on the City's 2019 strategic plan placeholder for a Monroe Court Strategic Plan.

Discussion ensued regarding the scope of work for the court assessment and strategic plan.

VI. Other - NONE

There were no other topics discussed.

VII. Next Committee Meeting (December 3, 2019, 6 p.m.)

Agenda Items: LEMAP Update; SODA Regulations; Underage Drinking Regulations (Police); and Municipal Court Assessment (Court)

VIII. Adjournment

Councilmember Cudaback moved to adjourn the Tuesday, October 1, 2019, Public Safety Committee Meeting; the motion was seconded by Councilmember Hanford. Motion carried (3-0).

The meeting was adjourned at 6:48 p.m.



**MONROE CITY COUNCIL
Public Safety
Committee Meeting**

Tuesday, December 3, 2019, 6 P.M.
Monroe City Hall

**2019 Committee
Councilmembers
Patsy Cudaback
Kurt Scarboro**

SUBJECT:	<i>Municipal Court Assessment</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
12/3/2019	Municipal Court	Pam Haley	Pam Haley/ Ben Warthan	Unfinished Business A

Discussion: 12/3/2019

- Attachments:**
1. Proposal submitted by Anne Pflug and Karen Reed DBA The Other Company
 2. Monroe Municipal Court Assessment PowerPoint Presentation

REQUESTED ACTION: Direct Mayor Thomas and city staff to bring a contract for services to the full city council for action.

POLICY CONSIDERATIONS

The City Council's 2019 strategic plan includes a place holder for a "Monroe Court Strategic Plan". A court strategic plan begins with an assessment of court functions. Mayor Thomas and city staff are seeking input from the committee on receiving approval to begin contract negotiations with the selected company to complete a court assessment.

DESCRIPTION/BACKGROUND

In addition to our own need for an assessment the City of Lake Stevens and City of Sultan have agreed that a court assessment is necessary to determine whether or not it would be feasible to contract with City of Monroe for court services. An interlocal agreement to share the cost of the assessment is currently being discussed. A joint court assessment could evaluate fixed and variables costs, advantages/disadvantages of scale, facility needs, and contracting alternatives if the city were to provide court services to other communities

The City received three proposals for the court assessment. On November 25, 2019, representatives from The Other Company, Justice Planners, and National Center for State Courts were interviewed by Monroe City Administrator Deborah Knight, Lake Stevens City Administrator Gene Brazel, Sultan City Administrator Will Ibershot, Monroe Human Resources Director Ben Warthan, and Monroe Municipal Court Administrator Pam Haley. After hearing from all representative and rating the proposals the consensus of the interview team was to move forward with the proposal submitted by Ann Pflug and Karen Reed DBA The Other Company.

RECOMMENDATIONS

Discuss the selected vendor's proposal and the possible interlocal agreement for funding.

REQUESTED ACTION

Direct Mayor Thomas and city staff to bring a contract for services with The Other Company to the full council for action.

**Proposal
City of Monroe Washington
Court Services Study 2019**

I. Purpose of Consulting Contract

The purpose of the contract work desired by the City of Monroe, Washington is to develop a graphic report that lays out and evaluates available alternatives for its infraction and misdemeanor court and probation service. City of Monroe is assessing three options: continuing to operate its own Municipal Court, joining the Snohomish County/Evergreen District Court or forming a joint court with other cities.

II. Contract Approach

Graphic report

Using site visits, interviews, internet sources, published documents and analysis of available data prepare a formal written report in electronic format for decision makers. The graphic report will be submitted through the project coordinator by the end of April 2020 assuming contract execution at the beginning of December 2019. The parties are the Other Company, a sole proprietorship of Anne Pflug, Karen Reed Consulting, LLC, owned by Karen Reed, and the City of Monroe.

Data elements and analysis

At a minimum, documentation and data will be collected from Monroe, its contractors, the Washington State Office of the Administrator of the Courts, Snohomish County and other relevant state agencies. Documentation of historical service and potential future strategies including at a minimum: contracting with the county for District Court services including probation, creating a joint municipal court with one or more cities in Snohomish County and the existing stand-alone Monroe Municipal Court. Current and future capacity, caseload demand and facility requirements would be explored, along with financial, legal, customer service and criminal justice implications for each option at a high level. Appropriate service models, demand management strategies, benchmarks and best practices would be gathered from available sources.

Interviews and Site Visit

On site and/or phone interviews will be conducted with City and County officials and staff and any additional stakeholders identified by the parties. Jurisdictional interests including scope of service requirements, customer service expectations, service demand, cost limitations, funding and alternative cooperative arrangements will be explored in the interviews. The City has an interest in exploring probation and/or community court services.

Analysis and alternatives

Using the data, interviews and service requirements of the City, as outlined above, a graphic report in a format suitable for presentation and publication will be developed that includes alternatives available for consideration by decision-makers and:

- Identification of the current and estimated future demand and capacity for infraction and misdemeanor services for Monroe and the combined parties
- Statements of existing and alternative infraction and misdemeanor service program scope, service area and demand management strategies
- Statement of future facility requirements, including size and assumptions for each identified alternative
- Discussion of the cost and funding of each court alternative
- Discussion of local control; customer service; criminal justice system cost, efficiency and effectiveness; and level of service implications of each alternative
- Discussion of recommendations, next steps, implementation requirements and timeline.

II. Products

The following products are anticipated:

- 1) A draft graphic report for approval by the project coordinator in the form of a graphic report (MS Publisher) and any needed appendices that can be adapted for web publication and/or Power Point presentation.
- 2) A final graphic report. Final graphic report in the form of a graphic report and any needed appendices delivered within 10 days from receipt of final comments on the draft from the project coordinator.
- 3) Three presentations to designated groups of the report's findings.

This project *does not* include additional or updated cost estimates of facility modification or construction or site planning, environmental or land use review, building design or preliminary planning.

Project would commence in early December 2019 and be completed by the end of April 2020. The project will require five months to complete and the timeline can be adjusted to meet the city's needs. A later start will need to adjust for holiday break.

III. City Responsibilities

In order to reduce contract cost, the City would provide at least one staff person to work with the consultant team to gather data, schedule interviews and arrange any interview logistics, provide introductory and any follow up material to interviewees and other logistical support that would allow the City to keep costs of the study down.

The City would provide introductions of the consultant team and the study to interviewees and other appropriate county and city officials in Snohomish County. The City would also be responsible for determining, which, if any, other cities in the County would consider participation in a joint municipal court arrangement. This information would be available to the consultant within two weeks of the study's start date.

Access to the City's Attorney, at the City's expense, may be necessary in order to interpret the terms of state law and/or contracts for the purpose of the study.

The City would cover travel expenses for hotel and meals at city rates. No mileage will be charged. Karen Reed will charge at her regular hourly rate for travel time in excess of 1.5 hours per trip.

IV. Consultant Hours and Cost Estimate

- Kick off meeting (Confirm scope, study questions, basic information and schedule) – 2 hours on site plus 1 hour travel time and 3 hours prep
- On-site/phone interviews, follow up and data gathering (15 to 22 interviews) – 45 hours
- Potential and existing site visits and data/photos (two to three) – 12 hours including travel time
- Collection of quantitative data and analysis of data and interview material - 30 hours
- Draft Report - 25 hours
- Final Report – 6 hours
- Three presentations of report - 20 hours (includes preparation, travel time)
- Check in and project coordination - 10 hours

Total graphic report project hours @ \$200.00 per hour = \$30,800 plus reimbursable expenses and State custom data costs.

V. Proposed Contract Terms

Hourly rate: \$200.00 per hour

Reimbursable Expenses: Hotel expenses at customary City rates. Any printing or other logistical costs will be billed at cost. There is no hourly or mileage charge for travel to and from Monroe or other locations for the project for Anne Pflug. Karen Reed will charge travel time for meetings when in excess of 1.5 hours per trip.

Billing: The city contract coordinator will be billed **monthly** for costs to date. Anne Pflug (The Other Company) and Karen Reed (Reed Consulting) will be separately paid directly by the City based on joint project invoices delineating services provided by each. W-9's will be provided by the consultants to the City.

Contract administrator: The city designates _____ as the contract coordinator. The City Administrator's office will assign an individual to work with the consultant throughout the project and provide any needed guidance, feedback and support as defined below.

Contract Coordinator Support: When interviews and meetings are required then a staff person would be assigned to make introductions to stakeholders as needed, gather

documents, coordinate meetings and make appointments so that the city is not charged for those tasks at the consultant's hourly rate. Assistance from an attorney providing general legal counsel to the City may also be required. Assistance from a City staff member(s) knowledgeable about the existing contract(s), budget and monthly revenue and expenditure receipts would be used to gather appropriate data.

VI. Contractor Contact Information

The Other Company
Anne Pflug
790 Fields Road
Ellensburg, WA 98926

Phone: 509-925-2608
Cell: 425-785-8557
E-mail: AnnePflug@gmail.com

Karen Reed
Karen Reed Consulting LLC
4951 SW Forney St.
Seattle, WA 98116

Phone: (206) 932-5063
Cell: (206) 948-3556
Email: kreedconsult@comcast.net

Specific Responses to RFP Requirements

- 1) Cover Letter –
E-mail conveying our proposal.
- 2) Proposal Summary
See above.
- 3) Acceptance of Terms and Conditions –
Terms and conditions appear to be typical standard and are acceptable with the potential exception of insurance requirements which would need to be discussed in more detail given the scale and scope of the contemplated study. Any insurance requirements beyond typical standard that require additional insurance coverage would result in an additional direct cost to the city as part of the contract.
- 4) Scope of Services –
See Proposal above.
- 5) Price Proposal –
See Section V above. Changes in scope would be negotiated and may effect price proposal.
- 6) Three Customer References of Similar Scope and Size –
Jennifer Phillips
City Manager City of Bothell

'Jennifer Phillips' <jennifer.phillips@bothellwa.gov>

Charlie Bush
City Manager City of Sequim
Charlie Bush cbush@sequimwa.gov

Adam Lincoln
City Administrator City of Pullman
Lincoln, Adam adam.lincoln@pullman-wa.gov

7) Key Project Staff Background Information –

Anne Pflug is retired after 30 years of service in local and state government. She currently teaches public management topics part time at Central Washington University in her home town of Ellensburg and at the University of Washington Evans School of Public Policy. She has served in local government as a City Manager, City Administrator, Finance Director and Planning Director. She has also served state government as a public policy research manager advising the legislature and governor's office. She has worked with the legislative branch throughout her career starting as an intern in the Governor's Office in Olympia and later participating in over 1,000 city and county council meetings.

Ms Pflug has worked in local government management positions in Washington and Oregon including the communities of Bothell, Kirkland, Bellevue, Poulsbo, Shoreline, Springfield and two regional service providers. She has taught, conducted research and facilitated intergovernmental agreements in eastern and western Washington on many subjects including criminal justice, courts, growth management, county governance, public infrastructure and city/county finance. She currently serves as a senior advisor to City and County Managers for the International City County Management Association.

Ms. Pflug holds a M.B.A. in Management and Finance from Seattle University and a BA with an emphasis in community planning from The Evergreen State College.

Karen Reed has worked with cities, counties and other local governments in Washington for over 30 years. Her consulting practice focuses on public process facilitation, strategic planning, and facilitating the development of interlocal agreements among multiple government agencies. Karen began her career practicing municipal law in Seattle. She then moved to the City of Bellevue where she worked as Assistant City Manager handling the city's intergovernmental work for several years. She later worked in King County leading a major restructuring of the parks division and budget policy work. She launched her consulting practice in 2003.

Karen's recent projects include completion of a court options study for the City of Bothell, facilitating the merger of the two 911 dispatch agencies in Snohomish County (SNOCOM and SNOPAC), and facilitating creation of a regional fire authority combining the Lynnwood Fire Department and Snohomish County Fire District 1.

Karen has an undergraduate degree in economics and public policy from Pomona College and J.D. from Stanford University.

8) At least two example reports -- provided to City on 9.24.2019 by separate email from Anne Pflug (Sequim and Bothell)

Preliminary Interviewee List

Name	Title	Meeting Place	Phone	E-mail
Sultan Lake Stevens	Group meeting – Elected or appointed Official Representative(s) – Snohomish County Cities with potential interest in joint court			
	Group meeting -- Police chiefs and staff of cities with interest in joint court			
	Mayor and/or other Council representatives – City of Monroe			
Deborah Knight	City Administrator —City of Monroe			
	Municipal Court Judge and staff			
	Evergreen District Court Judges			
	District Court Administrator – including site visit to existing courtrooms and offices in Munroe and discussion of consolidation in Everett building (2016 study)			
	Evergreen District Court Probation			
	Munroe Public Defense contractor			
	Munroe Prosecutor contractor			
	Monroe Finance Department for Actual expense and revenue data			
	Police Chief (and other staff desired by Chief to discuss jail and police data)			
	City Attorney			

	Monroe staff member with knowledge about City Facilities and facility costs			
	Interview City of Snohomish regarding District Court services in Evergreen Division			
	Snohomish County Sheriff's Office – Jail Administrator and other staff			
	Snohomish County – group meeting Budget/Finance/Auditor/Treasurer			
	Snohomish County lead negotiator on County District Court Contract			



Monroe Municipal Court Assessment

ANNE PFLUG

KAREN REED

Who we are and what we have done

ANNE PFLUG, THE OTHER COMPANY

KAREN REED, REED CONSULTING LLC

Anne Pflug – The Other Company

- Retired City Manager with MBA in Finance
- Teach at University of Washington Evans School of Public Policy and Governance and Central Washington University in Ellensburg
- Court and criminal justice studies since 1993 for over thirty jurisdictions in Washington State – counties and cities plus State of Washington Governor-Legislature
- Most recent studies are for Clallam County, Port Angeles and Sequim; Pullman; Bothell; Statewide Adult Detention
- Work as an independent consultant or content expert in consulting teams based on size of study.

Karen Reed -- *Karen Reed Consulting LLC*

- 34 years experience working with local governments in Western Washington. Last 16 years as consultant.
- Consulting practice focuses on facilitating intergovernmental projects, public taskforces, strategic planning
- Experience working on variety of criminal justice matters, including municipal court services options analysis, district court contract negotiations, jail services contracts
- Recent work in Snohomish County includes: Snohomish County Housing Affordability Taskforce (ongoing); SNOCOM-SNOPAC merger; SERS-SNO911 consolidation; Snohomish County Executive's Ad Hoc Advisory Panel for the Surface Water Management Utility Business Plan; Regional Fire Authority merger facilitation – City of Lynnwood and Fire District 1; Snohomish County Dept. of Emergency Management Strategic Plan
- Past employers include private law firm, municipal law practice; assistant city manager, City of Bellevue; King County budget office. J.D., Stanford University.

Examples of Work

PROJECT SCOPES AND APPROACHES FROM RECENT STUDIES



Executive Summary: Scope

PROBLEM STATEMENT

Sequim is evaluating establishing a Municipal Court as an alternative to its existing ten year contract for court related services with Clallam County. The existing contract covers prosecution, public defense, detention and adjudication of traffic infractions and misdemeanors.

Misdemeanors are less serious criminal offenses such as theft, driving without a license or insurance, driving while intoxicated and assault. Felonies are more serious offenses such as murder, sexual assault, burglary and sale of drugs.

KEY QUESTIONS

1. What would be the range of startup and on-going net costs of a stand alone Sequim municipal court located in Sequim and staffed with city employees and/or contractors for court operations, defense, prosecutor, probation and indigent defense screening services ?
2. How would the alternative methods of operation of a stand alone municipal court impact the quality and outcomes of justice services; customer service; overall criminal justice costs; and local control?

Project Scope

Evaluate three municipal court service options:

- **Status quo Municipal Court**, with either an appointed or elected judge (includes youth court)
- **Contract for district court services** with the East Division of King County District Court located in Redmond (includes community court and youth court)
- **Contract for municipal court services** with another Municipal Court (such as the City of Kirkland Municipal court).

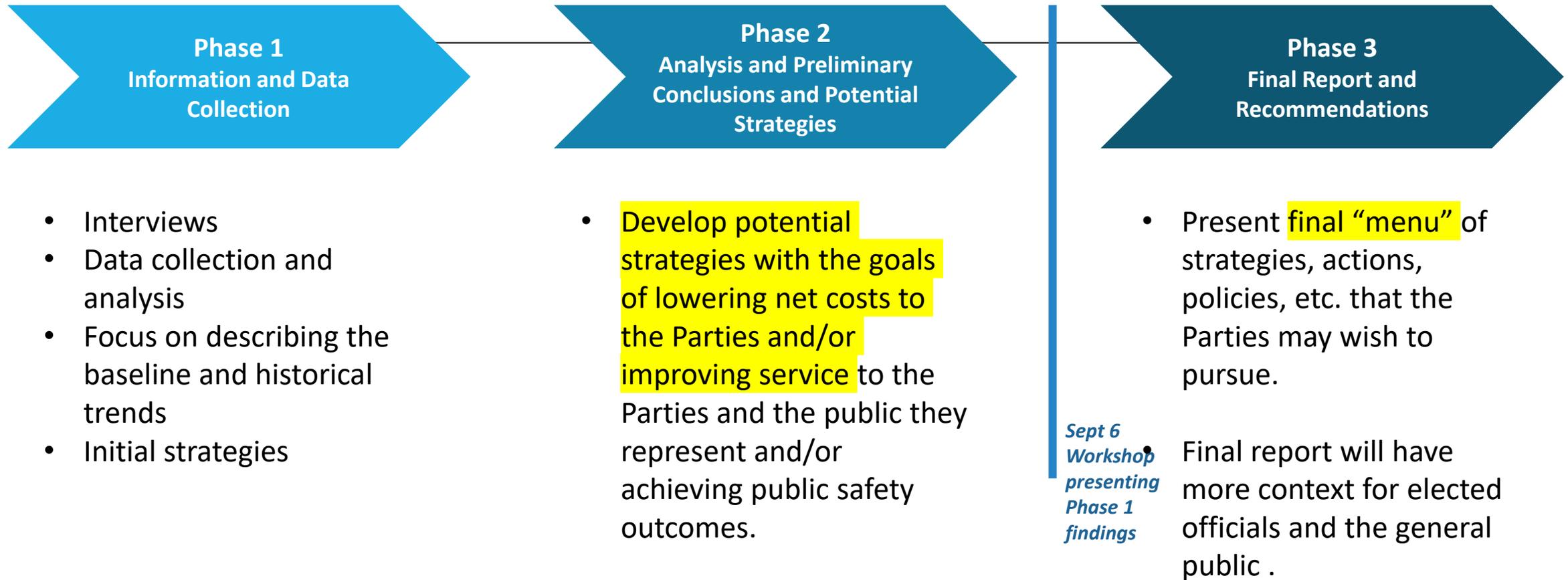


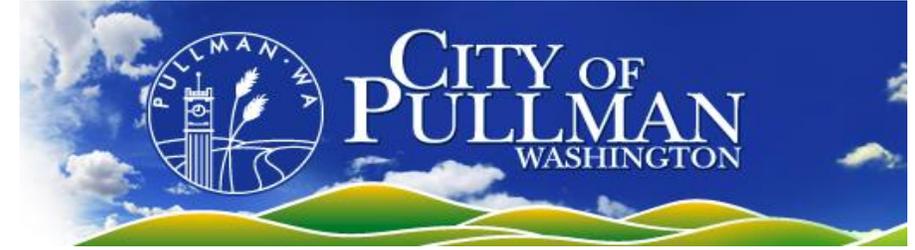
City of Bothell

Bothell: Criteria for evaluating the options

- **Net cost** (after accounting for revenue) of court and associated services
- **Service levels** (access, hours, online service, case processing time, convenience, etc.)
- **Justice outcomes and local control**
- **Judicial philosophy and consistency**
- **Impact on associated services** – police, probation, detention, prosecutor, public defense, victim support and community restitution
- **Impact on operations** – timing, collection of fines and fees, transition costs and implementation

Study process – Clallam Joint Criminal Justice Study





Executive Summary: Scope

Problem Statement

The current Whitman County contracts cover court, jail, probation, public defense and prosecutor services.

Pullman is assessing three criminal justice services options;

- a. Status quo, contracting with Whitman County
- b. Creation of a stand-alone Municipal Court
- c. Regional contracting with other cities for municipal court and/or related services

Key Questions

Compare the three options based on the following criteria:

- Net cost (after associated revenue) of court and associated services
- Justice outcomes alignment and local control
- Judicial philosophy and consistency
- Court and associated office facility options and impact on net costs
- Service levels including therapeutic court services and use of common caseload management practices
- Impacts on associated services such as police, probation, detention, prosecutor, public defense and county service capacity
- Impacts on city operations – timing, collection of fines and fees, transition costs and implementation

Monroe Approach

**COMPARE THREE
COURT OPTIONS –
CITY COURT, JOINT
COURT, EVERGREEN
DISTRICT**

-- OR --

**ASSESS MUNICIPAL
COURT AND
POTENTIAL
STRATEGIES MOVING
FORWARD**

Products

Project coordination with client from kick off meeting to review of draft

Graphic Report – Power Point on Steroids, what we are looking at now

Presentations to client designated groups – usually elected officials

Spectrum of Criminal Justice Approaches

Traditional “Jail as a Deterrent to re-offense” approach

- Defendants charged at maximum levels to jail
- Little or no use of diversion by court
- Little or no use of detention alternatives or evidence based behavior change programs in sentencing or probation.

Transitioning towards a more restorative justice approach

- Begin offering / referring more cases to specialty courts and diversion
- Increase focus on detention alternatives (Electronic home detention or alcohol monitoring programs, weekend reporting, etc.)

Strong emphasis on diversion and evidence-based behavior change of defendants, especially those not imposing a public safety risk to the community-

- High number of referrals to specialty courts and diversion
- High use of alternatives to detention and evidence based treatment programs



XX's overall approach – a combination of the policy and practices of police, prosecutor and the Court, is about here on the spectrum

Project Steps



AGREE ON
APPROACH/SCOPE AND
REFINE ESTIMATE AND
CONTRACT



KICK OFF MEETING –
CONFIRM SCOPE, CITY
STAFF INVOLVEMENT,
INTERVIEW LIST AND
DATA ASK



PERIODIC CHECK INS
WITH CLIENT



INTERVIEW AND DATA
GATHERING



DRAFT AND FINAL
GRAPHIC REPORT



PRESENTATION

Client Responsibilities

Project lead to coordinate project with consultant, determine potential joint court jurisdictions and introduce study to stakeholders

Designated city staffer(s) to assist with scheduling interviews and gathering data

Provide **access to attorney** to clarify any legal issues

Attend Kick Off meeting; project check-ins; review draft

Coordinate presentation of final report



**MONROE CITY COUNCIL
Public Safety
Committee Meeting**

**2019 Committee
Councilmembers
Patsy Cudaback
Kurt Scarboro**

Tuesday, December 3, 2019, 6 P.M.
Monroe City Hall

SUBJECT:	<i>Loaned Executive Management Assistance Program (LEMAP)</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
12/03/19	Police	Jeffrey Jolley	Jeffrey Jolley	New Business Item A

Discussion: N/A

Attachments: N/A

REQUESTED ACTION: LEMAP Update postponed until the 1st or 2nd quarter of 2020.

POLICY CONSIDERATIONS:

N/A

DESCRIPTION/BACKGROUND:

The Loaned Executive Management Assistance Program (LEMAP) is a valuable and relevant resource to law enforcement. This is a program overseen by the Washington Association of Sheriffs and Police Chiefs (WASPC) to provide management consulting and technical assistance to law enforcement entities.

The goal of LEMAP evaluation is to provide a critical review of the organization utilizing a team consisting of experienced peers. Another important component is assessing the agencies position and feasibility in terms of seeking accreditation. Accreditation ensures that agencies adhere the best practices and serves to keep operations contemporary. Monroe Police Department has been an accredited Washington State agency previously having allowed this designation to expire.

FISCAL IMPACTS:

The base cost for a full LEMAP review is \$2,000 plus staff time (approximately \$3,750) for a total estimate cost of \$5,750.

TIME CONSTRAINTS:

N/A

ALTERNATIVES:

N/A



**MONROE CITY COUNCIL
Public Safety
Committee Meeting**

**2019 Committee
Councilmembers
Patsy Cudaback
Kurt Scarboro**

Tuesday, December 3, 2019, 6 P.M.
Monroe City Hall

SUBJECT:	<i>SODA Regulations, Stay out of Drug Areas (SODA)</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
12/03/19	Police	Jeffrey Jolley	Jeffrey Jolley	New Business Item B

Discussion: 03/06/2018; 03/20/2018; 06/12/2018

- Attachments:**
1. Ordinance 005/2018
 2. Resolution 012/2018
 3. Map

REQUESTED ACTION: Discuss regulations
--

POLICY CONSIDERATIONS:

N/A

DESCRIPTION/BACKGROUND:

All SODA Orders will be entered into WACIC/NCIC and uploaded into the SODA orders folder in Planit (our new electronic work schedule software). This will allow officers to access this information out in the field since some of the prohibitions vary depending on the defendant.

Pamela Haley, Monroe Municipal Court Administrator, is meeting with Katrina Thornton, Zachor and Thomas Prosecutor, to discuss processing.

FISCAL IMPACTS:

None

TIME CONSTRAINTS:

With this ordinance in place, the police and the Monroe Municipal court will have new tools to enforce a clean, safe environment in our downtown area.

ALTERNATIVES:

N/A

**CITY OF MONROE
ORDINANCE NO. 005/2018**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, AMENDING TITLE 9 MMC BY THE ADDITION OF A NEW CHAPTER 9.25 STAY OUT OF DRUG AREAS (SODA) ORDERS THERETO; AUTHORIZING THE MONROE MUNICIPAL COURT TO CONDITION THE PRETRIAL RELEASE AND/OR POST-CONVICTION SUSPENSION OF SENTENCE FOR CERTAIN DRUG-RELATED OFFENSES UPON THE DEFENDANT'S EXCLUSION FROM AREAS KNOWN FOR HIGH LEVELS OF ILLEGAL DRUG ACTIVITY; PROVIDING FOR THE PERIODIC DESIGNATION OF SUCH AREAS BY CITY COUNCIL RESOLUTION; ESTABLISHING STANDARDS, PROCEDURES AND PENALTIES THEREFORE; PROVIDING FOR SEVERABILITY; AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, protecting the Monroe community from the dangerous and socially detrimental impacts of illegal drug activity is a fundamental priority of the Monroe City Council; and

WHEREAS, the City Council desires to designate certain areas within the City as Stay Out of Drug Areas, and to authorize the Monroe Municipal Court to condition the pretrial release and/or the post-conviction deferral or suspension of sentence for drug offenses upon the defendant's continued physical exclusion from such areas; and

WHEREAS, excluding drug offenders from Stay Out of Drug Areas will reduce the likelihood of recidivism by the defendant and will decrease the incidence of illegal drug activity within such areas.

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

Section 1. Legislative Findings. The above recitals, together with the content of Agenda Bill Nos. 18-068 and 18-074, are hereby adopted as legislative findings in support of this ordinance.

Section 2. Amendment of Title 9 MMC—Adoption of New Chapter 9.25. Title 9 of the Monroe Municipal Code is hereby amended by the addition of a new Chapter 9.25, Stay Out of Drug Areas (SODA) Orders to provide in its entirety as follows.

Chapter 9.25 - STAY OUT OF DRUG AREAS (SODA) ORDERS

Sections:

- 9.25.010 Orders—Conditions.
- 9.25.020 Person subject to court order defined.
- 9.25.030 Stay out of designated areas orders – Issuance - Other court orders.
- 9.25.040 Violation of order - Rearrest.
- 9.25.050 Prohibited areas – Designation - Modification and termination.

9.25.010 Orders - Conditions.

Any judge or judge pro tempore of the Monroe municipal court may issue written orders to criminal defendants describing conditions of their pretrial release or the post-conviction conditions of suspension or deferral of their sentences. Orders must be substantially in the form described in this chapter.

9.25.020 Person subject to court order defined.

As used in this chapter, "person subject to court order" means any person who is subject to an order issued under MMC 9.25.010.

9.25.030 Stay out of designated areas orders – Issuance - Other court orders.

A. Any order issued pursuant to this chapter that specifically orders as a condition of pretrial release and/or deferral or suspension of sentence that the defendant stay out of areas with a high level of illegal drug trafficking shall be hereinafter referred to as a "SODA" ("Stay Out of Drug Areas") order.

B. SODA orders may be issued to anyone charged with or convicted of possession of drug paraphernalia, manufacture/delivery of drug paraphernalia, delivery of drug paraphernalia to a minor, selling/giving drug paraphernalia to another person, possession of controlled substances, or any violation of the Controlled Substances Act, RCW 69.70.

C. Nothing within this section shall be construed as precluding the court from issuing an order pursuant to this chapter that is not specifically a SODA order.

9.25.040 Violation of order - Rearrest.

A. Written orders issued under this chapter shall contain the court's directives and shall bear the legend:

WARNING: Violation of this order subjects the violator to arrest under this chapter and shall constitute a separate criminal offense and may result in imposition of suspended or deferred jail time and/or fine.

B. Whenever a law enforcement officer shall have probable cause to believe that a person subject to an order issued under this chapter and the person knows of the order, and that a violation of the order is occurring in the officer's presence, the officer shall have the authority to bring the person before the court wherein the order was issued, and for such purpose may rearrest such person without warrant or other process.

9.25.050 Prohibited areas – Designation - Modification and termination.

A. Whenever an order is issued under this chapter, the subject of the order may be ordered to stay out of certain areas that are set forth within the written order. These areas will hereinafter be referred to as "prohibited areas."

B. Prohibited areas that are set forth in SODA orders may be established, modified, or eliminated by a resolution of the city council. The police department will provide information to the city council to support establishing, modifying, or eliminating prohibited areas.

C. Prohibited areas that are set forth in orders issued under this chapter other than SODA orders may be set by court discretion and are not required to be set in accordance with subsection (B).

D. Upon request for modification or termination of any order issued under this chapter, the court shall consider the requested modification or termination by allowing for a process by which the subject of the order can provide relevant testimony or other evidence in support of his/her request.

E. Unless otherwise ordered by the court, an order issued under this chapter shall have as its termination date two years from the date of its issuance.

F. Whenever an order is issued, modified or terminated pursuant to this chapter, the clerk of the court shall forward a copy of the order on or before the next judicial day to the Monroe police department. Upon receipt of the copy of the order, the Monroe police department shall enter the order until the expiration date specified on the order into any computer-based criminal intelligence information system(s) available to Monroe police officers. Upon receipt of notice that an order has been terminated, the Monroe police department shall remove the order from the computer-based criminal intelligence information system(s).

G. Nothing in any provision of this chapter related to SODA orders shall be construed as prohibiting the subject of a SODA order from participating in a scheduled court hearing or from attending a scheduled meeting with his/her legal counsel within a prohibited area.

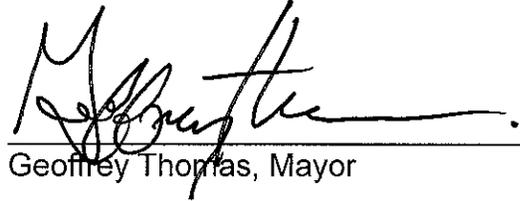
Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. 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 20th day of April, 2018.

First Reading: March 6, 2018
Adoption: March 20, 2018
Published: March 23, 2018
Effective: March 28, 2018

CITY OF MONROE, WASHINGTON:



Geoffrey Thomas, Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM:



Elizabeth M. Adkisson, MMC, City Clerk



J. Zachary Lell, City Attorney

**CITY OF MONROE
RESOLUTION NO. 012/2018**

A RESOLUTION OF THE CITY OF MONROE, WASHINGTON, ADOPTED IN ACCORDANCE WITH CHAPTER 9.25 MMC; ESTABLISHING A STAY OUT OF DRUG AREA (SODA) IN THE GENERAL VICINITY OF STATE ROUTE 2 AND MAIN STREET; SETTING FORTH SUPPORTIVE FINDINGS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

WHEREAS, on March 20, 2018, the Monroe City Council adopted Ordinance No. 005/2018, which provided for the future designation of certain areas within the City as Stay Out of Drug Areas (SODAs), and further authorized the Monroe Municipal Court to condition the pretrial release and/or the post-conviction deferral or suspension of sentence for drug offenses upon the defendant's continued physical exclusion from such areas; and

WHEREAS, the substance of Ordinance No. 005/2018 was subsequently codified at Chapter 9.25 MMC; and

WHEREAS, pursuant to MMC 9.25.050, the City Council is authorized to establish a SODA by resolution based upon supporting information provided by the Monroe Police Department; and

WHEREAS, the Monroe Police Department has provided sufficient information to support the City Council's designation as a SODA of the area identified in Exhibit A and described in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full; and

WHEREAS, designating said area as a SODA will serve, promote and protect the public interest by decreasing the likelihood of recidivism by criminal defendants and reducing the incidence of illegal drug activity within said area.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings. As legislative findings in support of this resolution, the City Council hereby adopts the recitals set forth above, the content of Agenda Bill No. 18-136 and the findings set forth in Ordinance No. 005/2018. The City Council further finds as follows:

- A. The area designated herein as a SODA has a lengthy, documented history of criminal activity generally and drug-related criminal activity in particular.

- B. The City Council acknowledges the criminal activity statistics compiled by the Monroe Police Department and set forth in Exhibit C, attached hereto and incorporated herein by reference as if set forth in full.
- C. There is no lawful, permitted drug treatment facility located within the area designated herein as a SODA.
- D. The area designated herein as a SODA comprises approximately 0.07 square miles, which is less than one-half of one percent (0.5%) of the City of Monroe's total land area.
- E. There are ample areas of the City located outside the area designated herein as a SODA within which to obtain medical treatment, employment, food, shelter, and similar necessities.

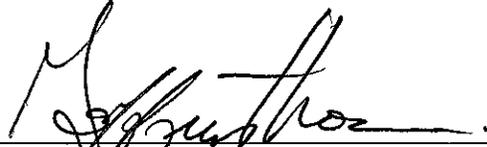
Section 2. SODA Established. Pursuant to Chapter 9.25 MMC, the City Council hereby designates the area identified in Exhibit A and described in Exhibit B as a Stay Out of Drug Area within which criminal defendants may, as a condition of pre-trial release or post-conviction suspension or deferral of sentence, be prohibited by order of the Monroe Municipal Court.

Section 3. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the City Council of the City of Monroe, at its regular meeting thereof this 12th day of June, 2018.

Effective: June 12, 2018

CITY OF MONROE, WASHINGTON



Geoffrey Thomas, Mayor

(SEAL)

ATTEST:



Elizabeth M. Adkisson, MMC, City Clerk

EXHIBIT B

Area included within the Stay Out of Drug Area (SODA):

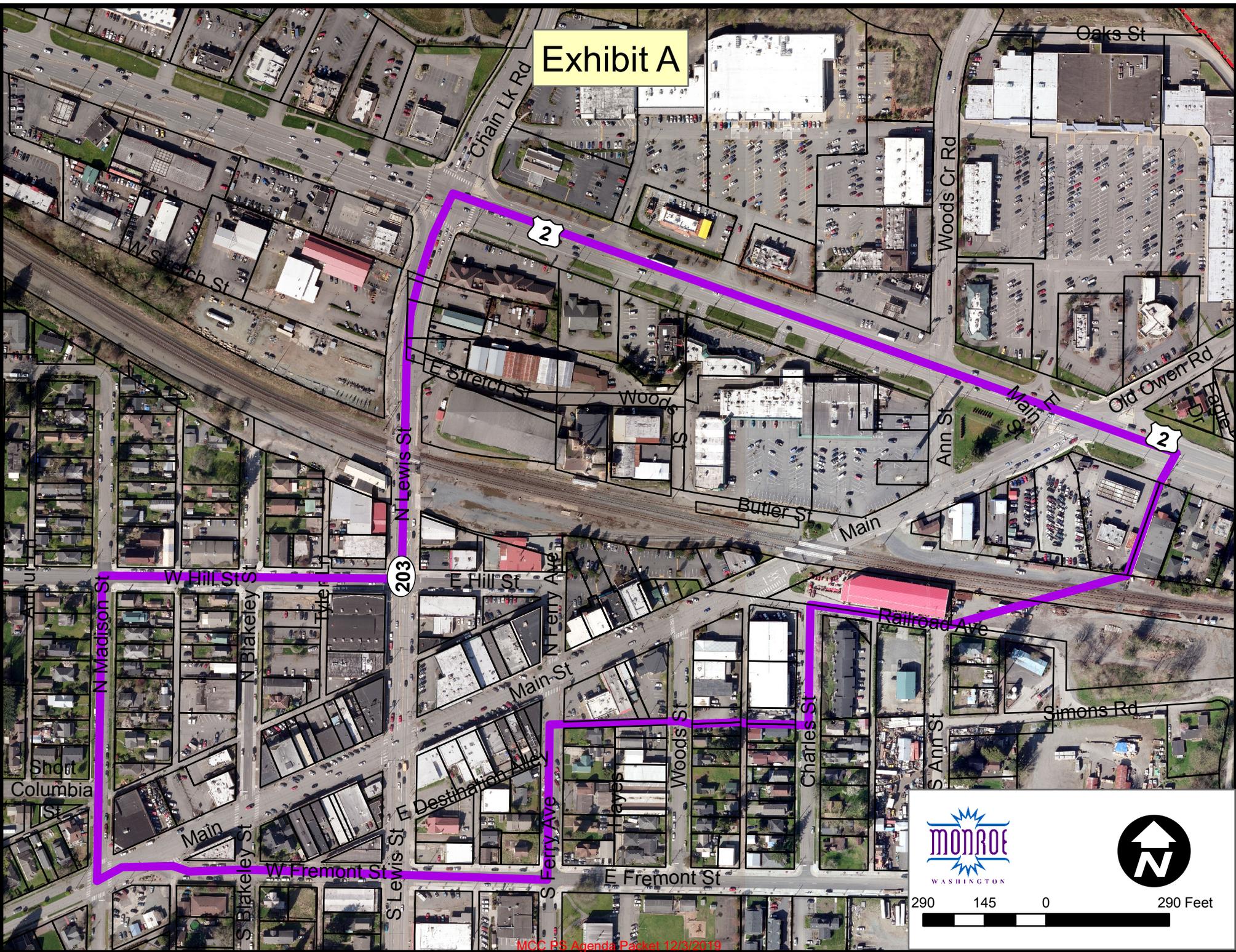
The area bordered by the following: N. Madison Street and N. Lewis Street on the west; W. Fremont Street, Simons Road and Railroad Avenue on the south; Ferry Avenue, Charles Street and the property line between the Chevron and Monroe Fireplace on the east; and W. Hill Street and State Route 2 on the north, all as depicted on Exhibit A. Where the boundaries of the SODA are indicated by a street, the boundary shall be the centerline of that street.

EXHIBIT C

Drug and Other Crime Statistics

Incident Type	2016 - 2017	total	
Burglary	68	169	40%
Vehicle Prowls	64	159	40%
Substance	378	658	57%
Incident Type	2018 YTD	total	
Burglary	12	23	52%
Vehicle Prowls	3	17	18%
Substance	71	134	53%

Exhibit A





**MONROE CITY COUNCIL
Public Safety
Committee Meeting**

**2019 Committee
Councilmembers
Patsy Cudaback
Kurt Scarboro**

Tuesday, December 3, 2019 6 P.M.
Monroe City Hall

SUBJECT:	<i>Underage Drinking</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
12/03/2019	Police Department	Chief Jolley	Chief Jolley	New Business Item C

Discussion: 09/24/2019

Attachments: 1. 2019 Health Youth Survey – Alcohol Use

REQUESTED ACTION: Councilmember Kevin Hanford requested information on underage drinking in Monroe.

POLICY CONSIDERATIONS

The City Council is responsible for enacting legislation and establishing policy for public safety services. Neither the state constitution nor state law mandates a level of law enforcement services. This is primarily a policy decision for the city council.

DESCRIPTION/BACKGROUND

Joe Neigel, prevention services manager with the Monroe School District presented information to the City Council on September 17, 2019. The presentation outlined the *Community Prevention and Wellness Initiative Strategic Plan* and the outcomes of the *Healthy Youth Survey*.

The Coalition was initially started in 2013 to address underage drinking and substance abuse. The Coalition was formed after the Monroe School District was selected by the Washington State Department of Social and Health Services to participate in an initiative to reduce youth alcohol and other drug use in the community. The project included funding for staff, training, technical assistance and community and school-based prevention services designed to create healthier and safer neighborhoods.

Attachment 1 shows the decline in underage drinking between 2016 and 2018. The number of 8th and 10th graders reporting they currently drink fell from 11% in 2016 to 9% in 2018 for 8th graders and from 25% to 16% for 10th graders.

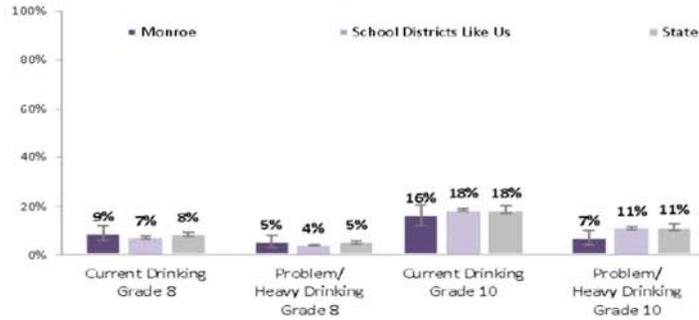
Following are the list of underage drinking cases filed by the Monroe Police Department. Some involve multiple violators:

- 2016 – 3
- 2017 – 6
- 2018 – 3
- 2019 – 2

RECOMMENDATIONS

Discuss underage drinking data and direct Mayor and staff to areas of concern.

Alcohol



HYS Measures of Youth Substance Use	Grade	Monroe		School Districts Like Us		State	
		2016	2018	2016	2018	2016	2018
Current Drinking. During the past 30 days, on how many days did you: Drink a glass, can or bottle of beer? (District results: Drink any days)	8	11%	9%	6% ^b	7%	8%	8%
	10	25%	16% ^a	18% ^b	18%	20%	18%
Problem/Heavy Drinking. (District results: 3-5 days drinking in the past 30 days and/or 1 binge past 2 weeks, or 6+ days drinking in the past 30 days and/or 2+ binge past 2 weeks)	8	5%	5%	4%	4%	5%	5%
	10	15%	7% ^a	11%	11% ^b	13%	11% ^c

- Underage drinking is **sharply declining** in Monroe!
- Change in 10th grade rates are statistically significant compared to district's like us and the State.
- At 16%, 10th Grade regular drinking rates are the lowest ever recorded!**
- 10th Grade binge drinking is the second lowest rate ever recorded.



Economic Development Advisory Board

January 9, 2020 Meeting

- Update on Arrivalist Data including new geo-fenced areas in Monroe: historic business district, Lake Tye, and North Kelsey (**see attached for details**).
- Reviewed gateway sign concepts. The city retained Tangram to design gateway and wayfinding signs. Tangram submitted 7 concepts as a starting point for discussion and to get feedback on basic sign elements. There is an opportunity for public input scheduled for February/March.

January 23, 2020 Draft Agenda

- 2019 Business survey data report
- 2019 Annual Economic Development report
- 2020 work plan
- Food Truck regulations

The business survey data, annual economic development report and work plan will be included in future economic updates to the city council.

Permit Activity

- Coastal Farm and Ranch – A new tenant, Coastal Farm and Ranch, has submitted an application for interior demolition to the old Albertson's store located at 19881 State Route 2. There are stores located in Marysville, Auburn and Mt. Vernon. Coastal Farm and Ranch carries clothing and footwear, sporting goods and outdoor equipment, pet and animal supplies, and small farm equipment.
- Goddard School at 14961 Chain Lake Rd. – Currently in the process of a T/I - Daycare with playgrounds.
- Carwash at 14679 Chain Lake Rd. (North of Goodwill) – New building permit has been issued, no work has begun at this time.
- Gymnastics Gym at 13675 Roosevelt Rd. – T/I permit has been issued – previous occupant was Dynamite Diesel.

Openings and Closures

Adams Northwest Bistro and Brewery

On January 3, 2020, Adam Hoffman, chef at Adam's Northwest Bistro and Brewery, and Madison's announced he was closing his restaurants in Monroe effective immediately. Chef Hoffman was a great contributor to the Monroe community. His restaurant was the site of many family and community celebrations. No announcement has been made regarding the future of the space.

Maebe's Place

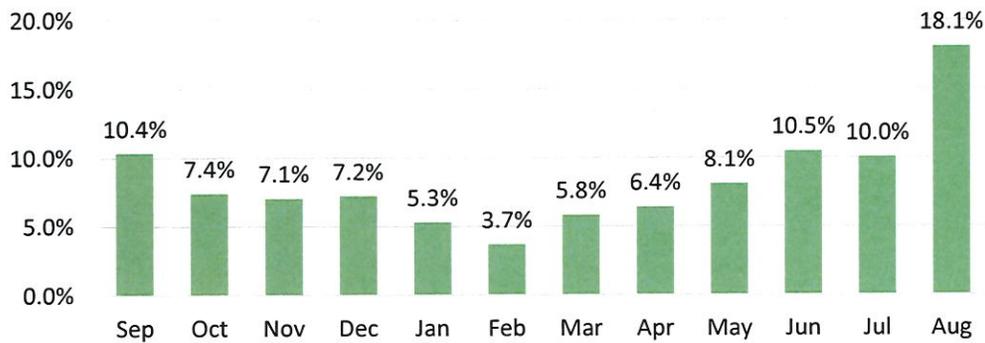
Maebe's Place on the corner of Lewis and Main Street has closed.

Thai on Main Street

Thai on Main is under new ownership effective December 30, 2019.

Monroe Yearly Visitor Profile – Sep 2018-Aug 2019

Yearly Trends



Top Origin Market Areas (DMA) Based on Volume

Origin DMA	% Visits	Avg. Stay	Repeat Visits
Seattle/Tacoma	80.7%	7 Hours 7 Min	30.8%
Spokane	5.2%	15 Hours 27 Min	23.1%
Portland	4.8%	16 Hours 19 Min	28.0%
Yakima/Pasco	3.1%	13 Hours 12 Min	29.5%
Los Angeles	0.5%	17 Hours	2.0%

56.6%



Same Day

43.4%



Overnight

**17 Hours
40 Minutes**



Avg Length of Stay
-Out of State-



Visitation Trends

**When Snohomish
County is the Primary
Destination**

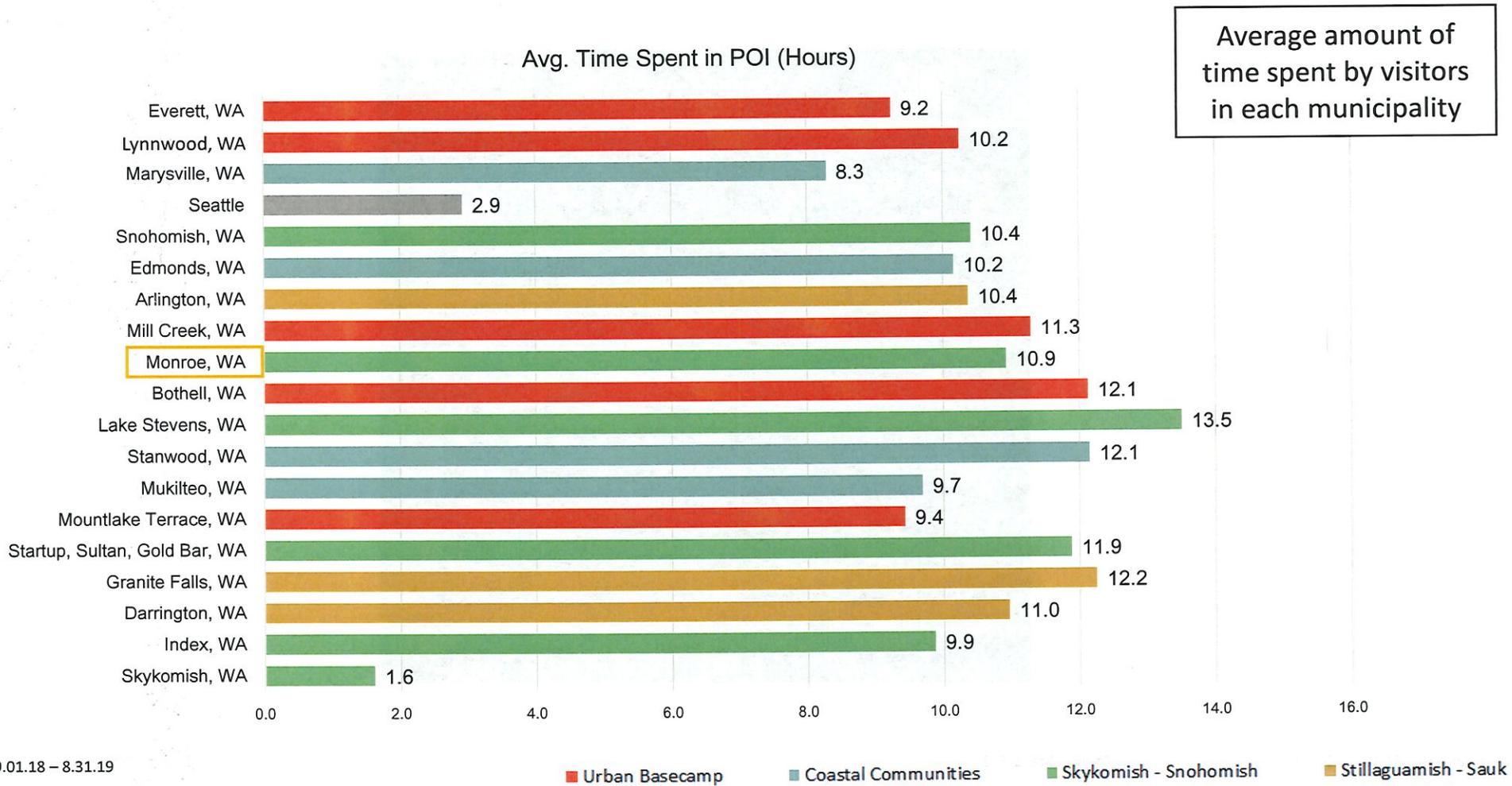
10 hours spent in Monroe
18 hours spent in Snohomish
County

**When Snohomish
County is the
SECONDARY
Destination**

4 hours spent in Monroe
8 hours spent in Snohomish
County

Date Range : 9.01.18 – 8.31.19

Length of Stay for Monroe Compared to Other Municipalities



Monroe | Origin Markets & Length of Stay

Origin DMA	% Visits	Avg. LOS	Repeat Visits
Seattle/Tacoma	80.7%	7 Hours 7 Min	30.8%
Spokane	5.2%	15 Hours 27 Min	23.1%
Portland	4.8%	16 Hours 19 Min	28.0%
Yakima/Pasco	3.1%	13 Hours 12 Min	29.5%
Los Angeles	0.5%	17 Hours	2.0%
San Francisco/Oakl	0.3%	20 Hours 23 Min	10.7%
Eugene	0.3%	18 Hours	7.7%
Boise	0.2%	12 Hours 32 Min	17.4%
Sacramento/Stockt	0.2%	22 Hours 29 Min	5.0%
Dallas/Fort Worth	0.2%	17 Hours 25 Min	0.0%

Date Range : 9.01.18 – 8.31.19

Sample Size: 9,542

LOS = Length of Stay

Visitation Analysis | Snohomish County as Primary or Secondary Destination

**% of Visitors who make
Snohomish County their Primary Destination
69.4%**

**% of Visitors who make
Snohomish County their *Secondary*
Destination
30.6%**

“Secondary” meaning the device spent more time on its trip
in a destination other than Snohomish County

When Snohomish County is the
Primary Destination



**10 hours in Monroe
18 hours in
Snohomish County**

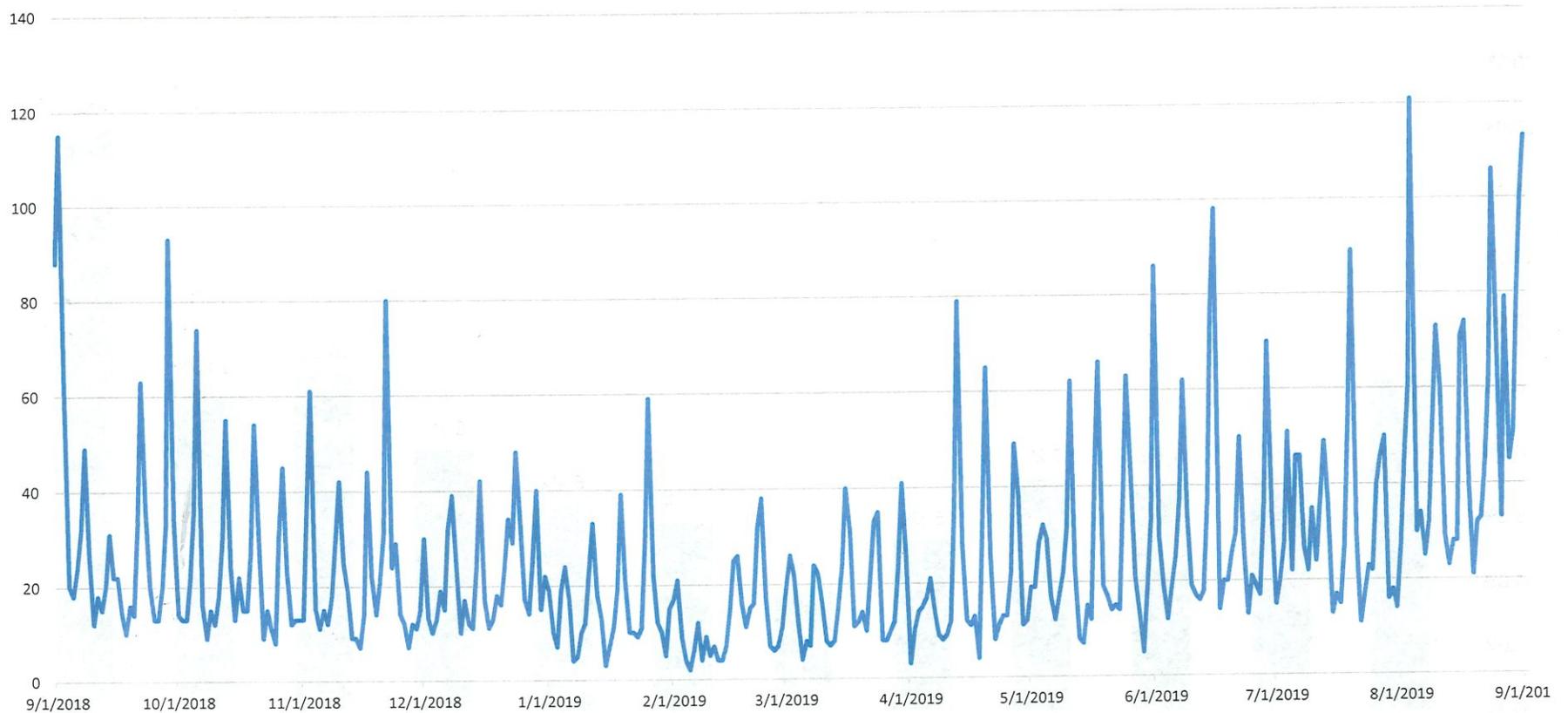
SECONDARY Destination



**4 hours in Monroe
8 hours in
Snohomish County**

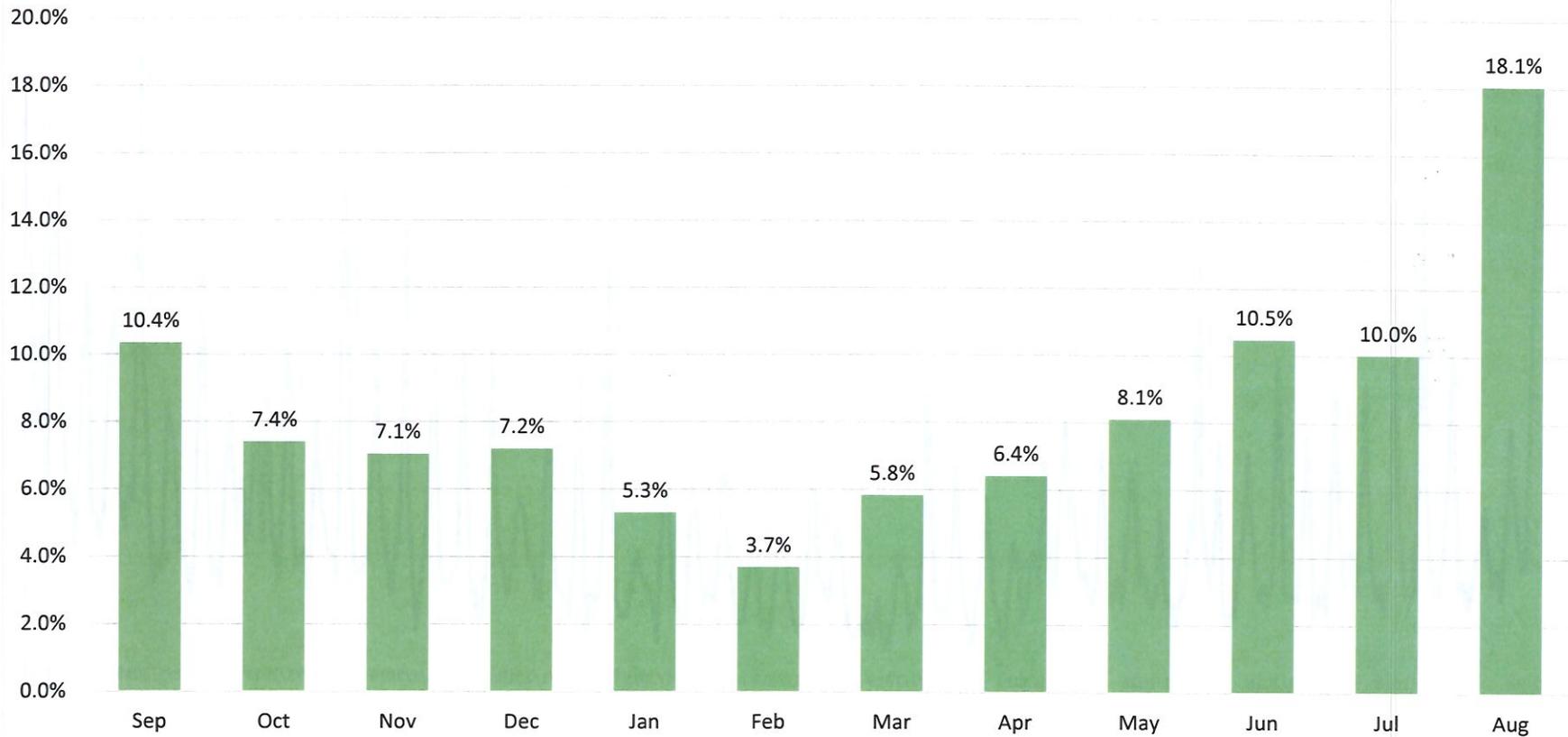
Date Range : 9.01.18 – 8.31.19

Visitors by Day for Monroe - Sept 2018–Aug 2019



Date Range : 9.01.18 – 8.31.19

Visitors by Month for Monroe – Sept 2018–Aug 2019

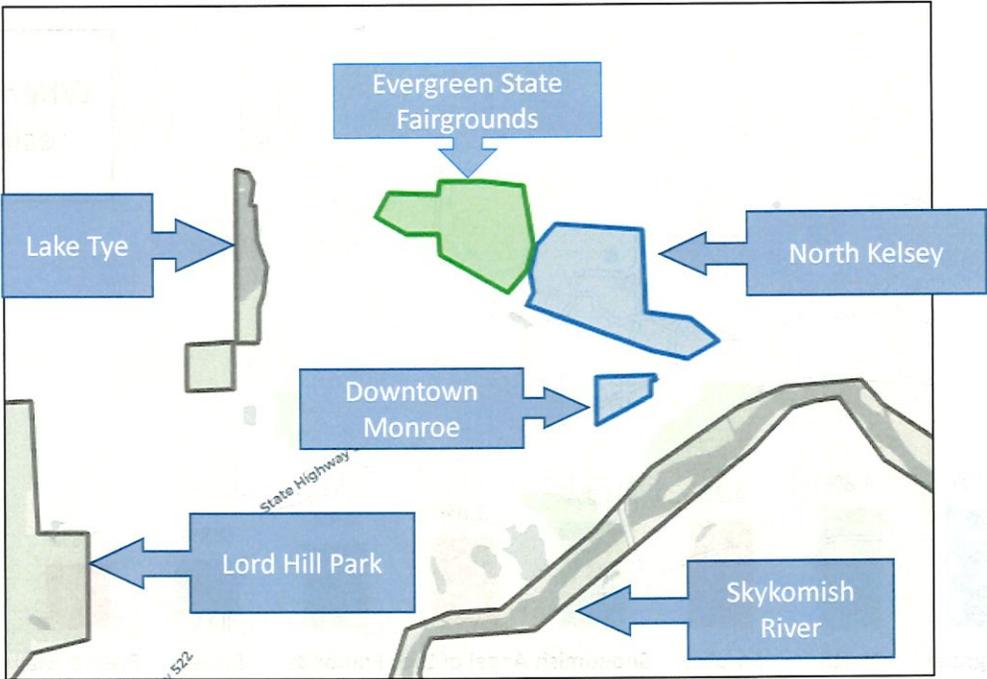


Date Range : 9.01.18 – 8.31.19

Overview

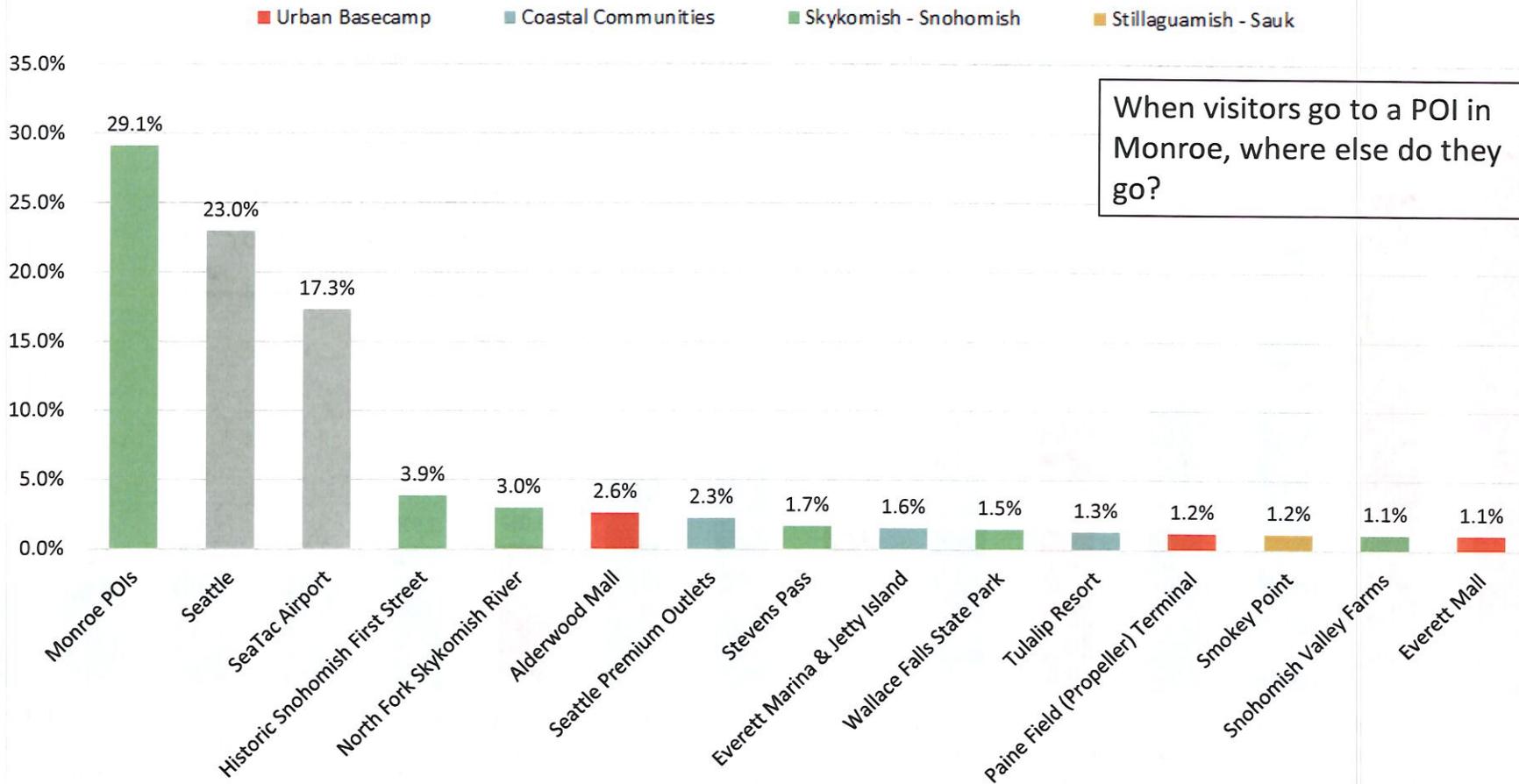
- The summer months are the biggest for Monroe, with a spike in August
 - Likely tied to the fair
 - Seasonal access to recreation important
- Monroe has a strong connection to other parts of the Snohomish-Skykomish Valley
 - Natural partners along Highway 2
- Less cross visitation with Seattle
 - More important for people visiting Snohomish County as their primary destination
- Weekend spikes reflect leisure travelers
- Stronger than average connection with Spokane over Portland
 - Typical of the Sky Valley, not of the county as a whole

Monroe Points of Interest (POIs)



To be added: Lewis Street Boat Launch

Top Monroe POI Cross Visitation in 2019



Date Range : 1.01.19 – 12.31.19

Monroe POI Cross Visitation 2019

	North Kelsey	Evergreen State Fairgrounds	Downtown Monroe	Lake Tye
North Kelsey		216	80	7
Evergreen State Fairgrounds	216		31	0
Downtown Monroe	80	31		1
Lake Tye	7	0	1	

When visitors go to a POI in Monroe, do they go to another POI in the city?

Date Range : 1.01.19 – 12.31.19

AirDNA for Monroe

- 78 Active rentals in Q3 of 2019
 - 76% entire homes, 24% single rooms
 - 48.7% increase in volume since Q3 of 2016
- Distinct seasons of occupancy peaking in June-July-August
 - Going back three years
 - This year saw a smaller spike compared to 2018
- Current Average Daily Rate of \$119.00
 - Entire Home: \$186.00, Single Room: \$73.00
- Top Domestic Cities:
 - Seattle, Portland, Tacoma
- Top International Cities:
 - Vancouver, London, Langley



806 West Main Street
Monroe, WA 98272-2198
(360) 794-7400 Fax: (360) 794-4007
www.monroewa.gov

MEMORANDUM

TO: Monroe City Council, Mayor Thomas, and City Administrator Knight

FROM: Becky Hasart, Finance Director

DATE: December 23, 2019

RE: **Finance Department Monthly Report**

Please find attached the November 2019 financial monthly report. Straight line trending would be ninety one point sixty six (91.66%) percent. For expenditures, all departments and funds are trending as expected. On the revenue side, variances are noted on the attached report.

As of the end of November, the General Fund revenues received to date are ahead the 2019 expenditures to date by \$1,341,267.

As with the September report, for Fund 105 Streets Operations and Maintenance, both gas taxes and solid waste franchise fees are behind budgeted expectations. Gas taxes are a state shared revenue based on our population numbers and the state's estimate on what they expect they will receive for the year. These numbers can fluctuate depending on gas prices, number of people driving hybrids/electric vehicles, and increased use of ride sharing services. For the solid waste franchise fees, February and March were below expectations. These months correlate directly with the snow event and the challenges Republic Services faced with collections activity. Since March, all months have been trending as expected. Staff will continue to monitor this revenue stream as the year progresses.

The Revenue vs Expense Summary is attached for your convenience. Again, this report is a balance sheet report that lists our beginning and ending fund balances for each fund for the month. At the bottom of the report, you will find a breakdown of our investment balance (which should match the monthly investment report) along with our cash balance.

2019 sales taxes, real estate excise taxes, and lodging taxes reports are attached for your convenience. Unlike the monthly financial report, these three revenue reports are tracked on a weighted budgeted expectation. All three are ahead of weighted budgeted expectations through November.

Contracts awarded in November are attached for your information.

Investment Report

The November 2019 investment report is attached for your convenience. Interest rates were slightly lower in November than was realized in October. These rates continue to be volatile based on national and world events (various new international tariffs, changes in international leadership, etc.).

The City had one investment called early during November. The par value was \$2,040,000. The City purchased this investment for a discount at \$1,999,786.55 and par yield of 1.93%. Final yield was 3.42%. The City will reinvest this money during December.

Passport Services

As of the end of December 2018, we had processed 978, for a 7.59% increase over 2017. We processed 60 passports in November, bringing our total year to date to 1,022. This is 104.5% of our 2018 total. Passport numbers have outpaced 2018, even with periodic closure of services due to staff scheduling.

Donation Report

Beginning with July 2019, we began including the monthly donation report to the Finance reports. Donations are tracked in Fund 008 – Donations. This report details how much and for what purpose donations are received and also details what funds have been expended in Fund 008. This report is a year to date report.



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MEMORANDUM

TO: Monroe City Council, Mayor Thomas, and City Administrator Knight

FROM: Becky Hasart, Finance Director

DATE: December 23, 2019

RE: **Finance Department Monthly Report – November 2019 Professional Services Agreements**

Per the updated City of Monroe Procurement Policies and Procedures Manual, the following are the professional (personal) services contracts executed during the month of November:

- ESA - \$20,000
North Kelsey Environmental analysis update
- Makers Architecture and Urban Design - \$14,000
North Kelsey Design Standards update
- Economy Fence – \$2,947
Ramblewood Park Fence Repair
- NES The Clean Tank - \$4,700
Police Department Clean Fuel Tanks project

Thank you.

City of Monroe - November 2019 (91.66%)

General Fund Revenues	2019 Budget	Year-to-Date 11/30/2019	% of Budget	2018 Budget	Year-to-Date 11/30/2018	% of Budget
Property Tax	3,201,628	3,197,978	99.9%	2,660,000	2,644,469	99.4%
Sales Tax	5,791,928	5,826,091	100.6%	5,654,526	5,506,061	97.4%
Admissions Tax	115,000	103,570	90.1%	112,400	106,476	94.7%
Utility Tax	3,236,541	3,036,689	93.8%	2,272,710	2,150,823	94.6%
Leasehold & Gambling Taxes	55,117	56,491	102.5%	50,133	53,984	107.7%
Total Taxes	12,400,214	12,220,819	98.6%	10,749,769	10,461,814	97.3%
Licenses & Permits	631,183	772,696	122.4%	680,200	865,094	127.2%
Intergovernmental	520,815	481,647	92.5%	641,885	501,757	78.2%
Charges for Goods & Services	1,572,010	1,481,295	94.2%	1,276,486	1,315,241	103.0%
Fines & Penalties	240,624	224,526	93.3%	287,500	220,990	76.9%
Miscellaneous Revenues	69,371	116,324	167.7%	47,079	67,849	144.1%
Transfers In/Insurance Recovery	0	0	0.0%	122,351	125,731	102.8%
Total General Fund Revenues	15,434,217	15,297,307	99.1%	13,805,270	13,558,476	98.2%

Becky Hasart:
Revenues are over expenditures by
\$1,341,267.

City of Monroe - November 2019 (91.66%)

General Fund Expenditures	2019 Budget	Year-to-Date 11/30/2019	% of Budget	2018 Budget	Year-to-Date 11/30/2018	% of Budget
Executive	794,655	706,765	88.9%	711,311	627,298	88.2%
City Clerk/Public Records	174,941	164,869	94.2%	157,624	134,100	85.1%
Legal	728,000	669,056	91.9%	558,000	508,407	91.1%
Human Resources	218,762	190,159	86.9%	203,448	179,295	88.1%
Legislative	276,757	143,557	51.9%	169,576	137,856	81.3%
Finance	567,917	497,980	87.7%	563,448	482,826	85.7%
Community Development	1,509,673	1,344,706	89.1%	1,689,614	1,322,106	78.2%
Emergency Management	26,870	16,765	62.4%	18,210	16,679	91.6%
Police	7,887,945	6,750,490	85.6%	7,617,762	6,626,033	87.0%
Jail & Dispatch	771,000	574,522	74.5%	776,651	670,854	86.4%
Municipal Court	414,783	368,884	88.9%	376,003	338,031	89.9%
Parks & Recreation	1,773,793	1,420,087	80.1%	1,469,750	1,239,833	84.4%
Interfund Transfers Out	1,979,405	1,108,203	56.0%	1,123,739	1,069,370	95.2%
Total General Fund Expenditures	17,124,501	13,956,040	81.5%	15,435,136	13,352,687	86.5%

City of Monroe - November 2019 (91.66%)

Other Funds' Revenues	2019 Budget	Year-to-Date 11/30/2019	% of Budget	2018 Budget	Year-to-Date 11/30/2018	% of Budget
Street Fund	820,111	704,187	85.9%	694,657	640,150	92.2%
Tourism Fund (Lodging Tax)	80,750	85,119	105.4%	80,450	81,473	101.3%
Real Estate Excise Tax Fund	958,182	1,272,966	132.9%	1,214,800	1,278,375	105.2%
Water Fund	6,627,042	6,491,237	98.0%	5,923,601	6,138,057	103.6%
Sewer Fund	7,550,194	7,319,069	96.9%	7,519,922	7,291,327	97.0%
Storm Drain Fund	1,979,043	1,834,653	92.7%	1,784,300	1,684,299	94.4%
Water CIP Fund	2,613,882	2,030,940	77.7%	5,020,946	3,283,122	65.4%
Sewer CIP Fund	2,019,979	2,275,598	112.7%	3,605,505	2,791,936	77.4%
Storm Drain CIP Fund	532,665	42,517	8.0%	328,191	168,567	51.4%

Becky Hasart:

Solid waste franchise fees and gas taxes are less than expected. State shared gas taxes can be affected by more people driving hybrids/electric cars. The solid waste franchise fees showed a drop in February and March, directly correlating to the challenges Republic Services had during the snow event(s) and the billing adjustments they did for our affected customers. Revenues have since rebounded to more expected levels.

Becky Hasart:

A large part of expected revenue is transfers from the Water O&M fund, which occur in June and December. If transfers are isolated out, revenues are tracking ahead of expectations.

Becky Hasart:

The 2016 bond to build the PW building included monies for stormwater projects. Once the PW building is complete, any remaining money from the bond is budgeted to be transferred to this fund.

City of Monroe - November 2019 (91.66%)

Other Funds' Expenditures	2019 Budget	Year-to-Date 11/30/2019	% of Budget	2018 Budget	Year-to-Date 11/30/2018	% of Budget
Street Fund	820,556	701,305	85.5%	749,114	623,475	83.2%
Tourism Fund (Lodging Tax)	106,426	46,974	44.1%	106,150	57,566	54.2%
Parks CIP Fund	940,166	430,866	45.8%	1,011,808	584,437	57.8%
Street CIP Fund	3,927,852	2,397,852	61.0%	7,613,488	2,000,720	26.3%
Water Fund	7,230,853	5,610,910	77.6%	9,999,123	6,893,753	68.9%
Sewer Fund	7,803,838	5,946,350	76.2%	9,226,590	6,706,420	72.7%
Storm Drain Fund	2,065,944	1,667,606	80.7%	2,253,493	1,741,649	77.3%
Water CIP Fund	5,377,369	3,283,363	61.1%	2,470,543	1,447,884	58.6%
Sewer CIP Fund	1,899,961	2,350,904	123.7%	4,566,334	1,644,267	36.0%
Storm Drain CIP Fund	887,314	403,926	45.5%	928,293	280,065	30.2%
Information Technology I.S. Fund	798,375	613,556	76.9%	632,467	489,504	77.4%
Fleet & Equipment I.S. Fund	1,645,228	1,021,891	62.1%	1,131,047	1,122,192	99.2%
Facilities I.S. Fund	1,475,240	1,411,856	95.7%	1,299,774	1,149,049	88.4%

Becky Hasart:
Capital costs do not trend on a monthly basis. The capital in this fund is trending as expected. General services revenue have been higher than expected, causing the related utility tax to be higher than budgeted. Although expenses are trending high, budget was adopted at the fund level. With fund balance, this fund is at 24.38%, thus does not need an amendment.

Becky Hasart:
While this fund is trending high, the fund is budgeted at the fund level. With fund balance, actual to budget is 88.16%, this we do not need a budget amendment.

General Ledger

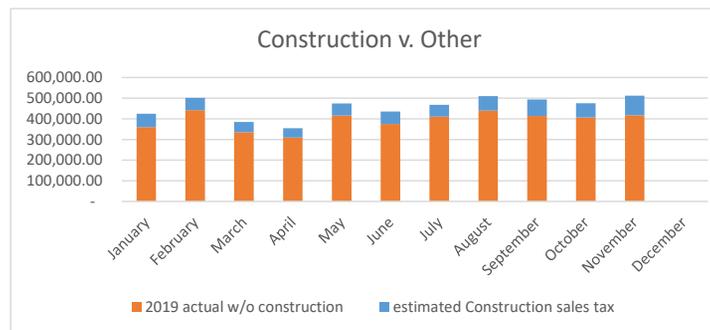
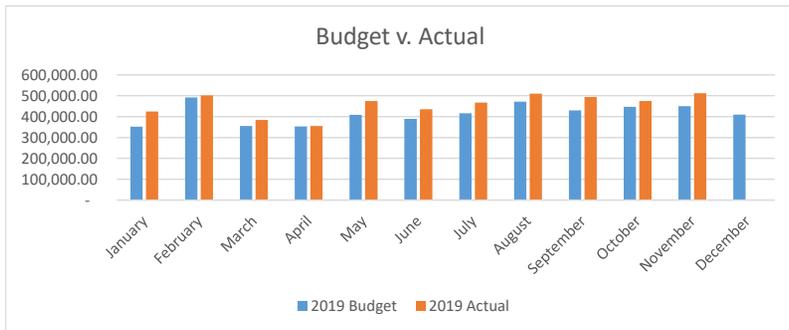
Revenue vs Expenses Summary

User: becky
 Printed: 12/17/2019 - 1:49 PM
 Fiscal Year: 2019
 Fiscal Period: 11



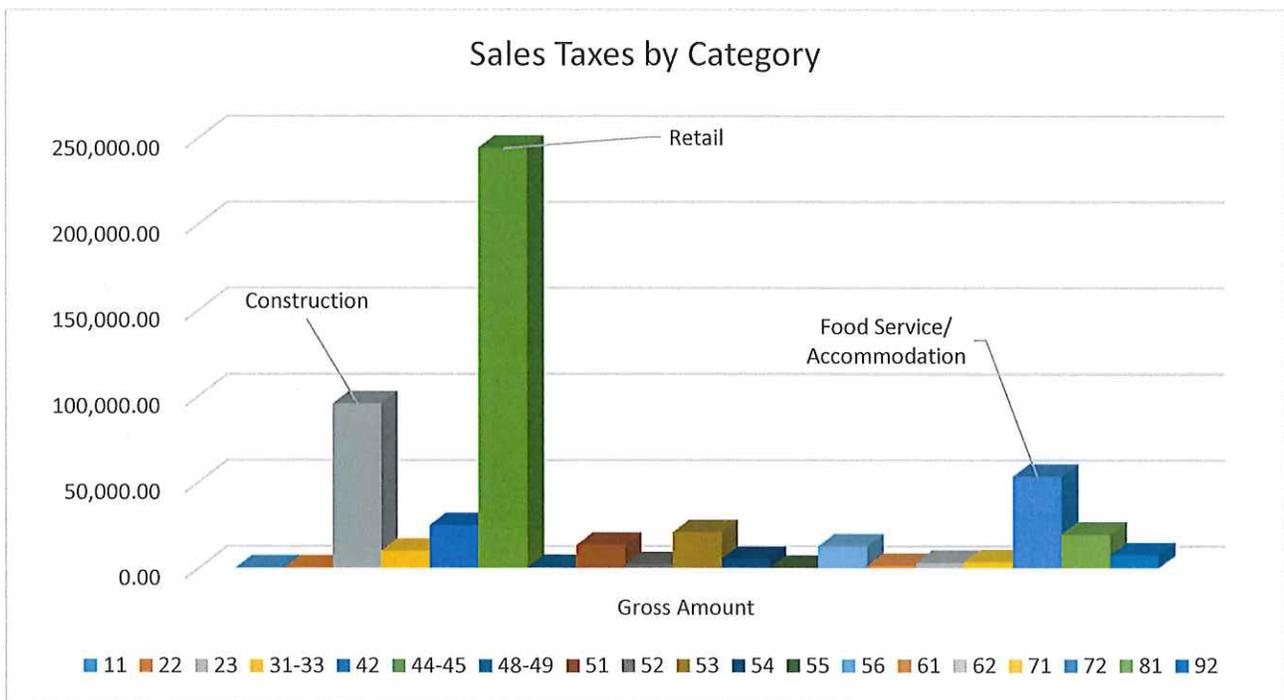
Fund	Description	YTD Balance Before Period	Revenues for Period	Expenses for Period	Year to Date Amount
001	General Fund	4,507,563.51	2,503,963.23	1,245,881.44	5,765,645.30
002	Contingency Fund	920,436.77	1,376.07	0.00	921,812.84
008	Donation Fund	6,264.66	1,550.00	0.00	7,814.66
105	Streets	410,944.34	55,513.50	61,771.05	404,686.79
109	Tourism	128,303.92	8,981.16	16,467.87	120,817.21
114	Narcotic/Drug Buy Fund	47,572.99	8.54	0.00	47,581.53
117	REET	4,083,803.19	137,087.96	41,510.19	4,179,380.96
203	Governmental Debt Fund	3,410.54	5.09	0.00	3,415.63
307	Capital Improvements CIP	498,338.59	745.03	6,629.40	492,454.22
317	Parks CIP Fund	1,294,769.95	29,389.24	18,470.77	1,305,688.42
318	Streets CIP Fund	2,254,074.64	49,781.53	325,808.92	1,978,047.25
319	North Kelsey Development	1,865,567.53	2,789.08	0.00	1,868,356.61
411	Water Maintenance & Operations	2,292,127.70	503,897.85	662,524.46	2,133,501.09
412	Water Capital Projects	6,325,494.67	54,553.51	452,775.09	5,927,273.09
421	Sewer Maintenance & Operations	2,753,155.43	669,987.29	843,233.50	2,579,909.22
422	Sewer Capital Projects	7,910,841.51	93,550.74	458,183.37	7,546,208.88
431	Stormwater Maint & Operations	471,666.97	166,532.05	137,246.16	500,952.86
432	Stormwater Capital Projects	426,465.52	612.48	64,013.81	363,064.19
450	Revenue Bond Debt Reserve	2,855,466.28	4,269.01	0.00	2,859,735.29
510	Information & Tech Services	289,546.57	55,129.06	41,311.97	303,363.66
520	Equipment & Fleet Management	4,933,578.88	156,816.86	60,224.80	5,030,170.94
530	Facilities Management	44,226.18	144,162.32	174,357.71	14,030.79
621	Employee Sick Leave Reserve	363,308.94	533.82	20,813.15	343,029.61
622	Risk Management Reserve	144,840.82	216.53	0.00	145,057.35
623	Transportation Benefit Dist	2,084,897.94	123,557.63	0.00	2,208,455.57
631	Agency Fund	643,790.44	141,779.03	26,884.90	758,684.57
635	Salvation Army	34.37	47.42	0.00	81.79
636	School Mitigation Fees	114,003.00	30,239.00	130,497.00	13,745.00
637	WSDOT Agency/Traffic	52,348.24	0.00	0.00	52,348.24
	Report Totals:	47,726,844.09	4,937,075.03	4,788,605.56	47,875,313.56
	Cash				-10,709,143.75
	Investments				-37,133,654.42
	Accrual adjustment				-32,515.39
	Total				<u>0.00</u>

Ave Receipts % by month per history		2019 Budget	2019 Actual	Difference over/(under)	% over/(under) budget		estimated Construction sales tax	2019 actual w/o construction	Construction % of total
7.08%	January	351,909.01	424,395.97	72,486.96	20.60%	January	64,159.39	360,236.58	15.12%
9.88%	February	491,317.16	501,821.82	10,504.66	2.14%	February	60,247.71	441,574.11	12.01%
7.15%	March	355,333.89	384,354.33	29,020.44	8.17%	March	49,620.05	334,734.28	12.91%
7.09%	April	352,601.00	354,631.64	2,030.64	0.58%	April	45,817.75	308,813.89	12.92%
8.21%	May	408,037.40	474,569.40	66,532.00	16.31%	May	58,139.92	416,429.48	12.25%
7.83%	June	389,306.32	435,094.92	45,788.60	11.76%	June	59,656.56	375,438.36	13.71%
8.36%	July	415,792.33	467,550.64	51,758.31	12.45%	July	56,358.69	411,191.95	12.05%
9.48%	August	471,173.27	510,414.66	39,241.39	8.33%	August	70,598.35	439,816.31	13.83%
8.64%	September	429,694.38	493,649.26	63,954.88	14.88%	September	79,297.15	414,352.11	16.06%
8.99%	October	447,179.59	475,184.15	28,004.56	6.26%	October	68,381.41	406,802.74	14.39%
9.06%	November	450,487.83	511,856.72	61,368.89	13.62%	November	94,563.83	417,292.89	18.47%
8.23%	December	409,427.82	-	-	-100.00%	December	-	-	#DIV/0!
100.00%		4,972,260.00	5,033,523.51	470,691.33	1.23%		706,840.81	4,326,682.70	14.04%



November 2019 receipts

Title		Gross Amount	Net Amount
Ag/Forestry/Fishing & Hunting	11	175.84	174.08
Utilities	22	102.92	101.89
Construction	23	95,519.02	94,563.83
Manufacturing	31-33	10,005.53	9,905.47
Wholesale Trade	42	24,822.19	24,573.97
Retail Trade	44-45	244,265.42	241,822.77
Transportation & Warehousing	48-49	352.70	349.17
Information	51	13,220.06	13,087.86
Finance & Insurance	52	1,994.88	1,974.93
Real Estate & Rental & Leasing	53	20,670.51	20,463.80
Professional/Scientific/Tech Services	54	5,233.11	5,180.78
Management of Companies & Enterprises	55	2.04	2.02
Admin & Support & Waste Mngt & Remediation Services	56	12,563.78	12,438.14
Education Services	61	1,337.56	1,324.18
Health Care & Social Assistance	62	3,147.06	3,115.59
Arts/Entertainment/Recreation	71	3,438.89	3,404.50
Accommodation & Food Services	72	53,201.33	52,669.32
Other Services (except Public Admin)	81	19,500.84	19,305.83
Public Administration	92	7,473.31	7,398.58
Other	99		-
		<u>517,026.99</u>	<u>511,856.72</u>
		517,026.99	511,856.72

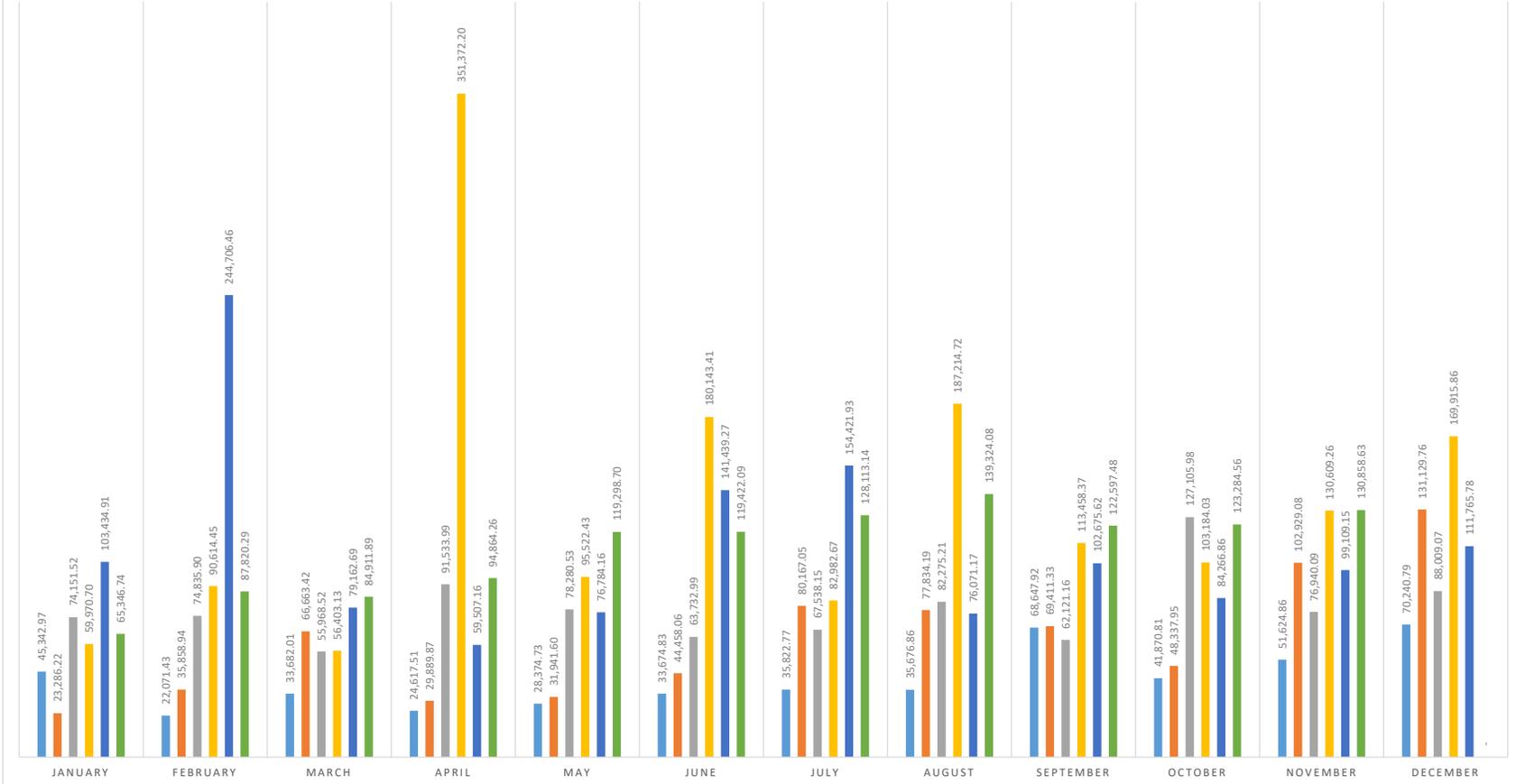


REET Analysis
Both quarter %

Month	2014	% of total	2015	% of total	2016	% of total	2017	% of total	2018	% of total	average %	2019 Budget	2019 Actual	Difference
Jan	45,342.97	9.22%	23,286.22	3.14%	74,151.52	7.87%	59,970.70	3.70%	103,434.91	7.76%	6.34%	57,033.39	65,346.74	8,313.35
Feb	22,071.43	4.49%	35,858.94	4.83%	74,835.90	7.94%	90,614.45	5.59%	244,706.46	18.35%	8.24%	74,167.81	87,820.29	13,652.48
March	33,682.01	6.85%	66,663.42	8.99%	55,968.52	5.94%	56,403.13	3.48%	79,162.69	5.94%	6.24%	56,142.79	84,911.89	28,769.10
April	24,617.51	5.01%	29,889.87	4.03%	91,533.99	9.71%	351,372.20	21.67%	59,507.16	4.46%	8.98%	80,787.35	94,864.26	14,076.91
May	28,374.73	5.77%	31,941.60	4.31%	78,280.53	8.31%	95,522.43	5.89%	76,784.16	5.76%	6.01%	54,058.55	119,298.70	65,240.15
June	33,674.83	6.85%	44,458.06	5.99%	63,732.99	6.76%	180,143.41	11.11%	141,439.27	10.61%	8.26%	74,380.01	119,422.09	45,042.08
July	35,822.77	7.29%	80,167.05	10.81%	67,538.15	7.17%	82,982.67	5.12%	154,421.93	11.58%	8.39%	75,523.03	128,113.14	52,590.11
Aug	35,676.86	7.26%	77,834.19	10.49%	82,275.21	8.73%	187,214.72	11.55%	76,071.17	5.71%	8.75%	78,712.29	139,324.08	60,611.79
Sept	68,647.92	13.96%	69,411.33	9.36%	62,121.16	6.59%	113,458.37	7.00%	102,675.62	7.70%	8.92%	80,294.36	122,597.48	42,303.12
Oct	41,870.81	8.52%	48,337.95	6.52%	127,105.98	13.49%	103,184.03	6.36%	84,266.86	6.32%	8.24%	74,163.26	123,284.56	49,121.30
Nov	51,624.86	10.50%	102,929.08	13.87%	76,940.09	8.16%	130,609.26	8.06%	99,109.15	7.43%	9.61%	86,446.66	130,858.63	44,411.97
Dec	70,240.79	14.29%	131,129.76	17.67%	88,009.07	9.34%	169,915.86	10.48%	111,765.78	8.38%	12.03%	108,290.50	-	
Total	491,647.49	100.00%	741,907.47	100.00%	942,493.11	100.00%	1,621,391.23	100.00%	1,333,345.16	100.00%	100.00%	900,000.00	1,215,841.86	424,132.36
% increase from prior year			50.90%		27.04%		72.03%		-17.77%			-32.50%		
														Total
	January	February	March	April	May	June	July	August	September	October	November	December		
2014	45,342.97	22,071.43	33,682.01	24,617.51	28,374.73	33,674.83	35,822.77	35,676.86	68,647.92	41,870.81	51,624.86	70,240.79		491,647.49
2015	23,286.22	35,858.94	66,663.42	29,889.87	31,941.60	44,458.06	80,167.05	77,834.19	69,411.33	48,337.95	102,929.08	131,129.76		741,907.47
2016	74,151.52	74,835.90	55,968.52	91,533.99	78,280.53	63,732.99	67,538.15	82,275.21	62,121.16	127,105.98	76,940.09	88,009.07		942,493.11
2017	59,970.70	90,614.45	56,403.13	351,372.20	95,522.43	180,143.41	82,982.67	187,214.72	113,458.37	103,184.03	130,609.26	169,915.86		1,621,391.23
2018	103,434.91	244,706.46	79,162.69	59,507.16	76,784.16	141,439.27	154,421.93	76,071.17	102,675.62	84,266.86	99,109.15	111,765.78		1,333,345.16
2019	65,346.74	87,820.29	84,911.89	94,864.26	119,298.70	119,422.09	128,113.14	139,324.08	122,597.48	123,284.56	130,858.63	-		1,215,841.86

TOTAL REET COLLECTION

■ 2014 ■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019

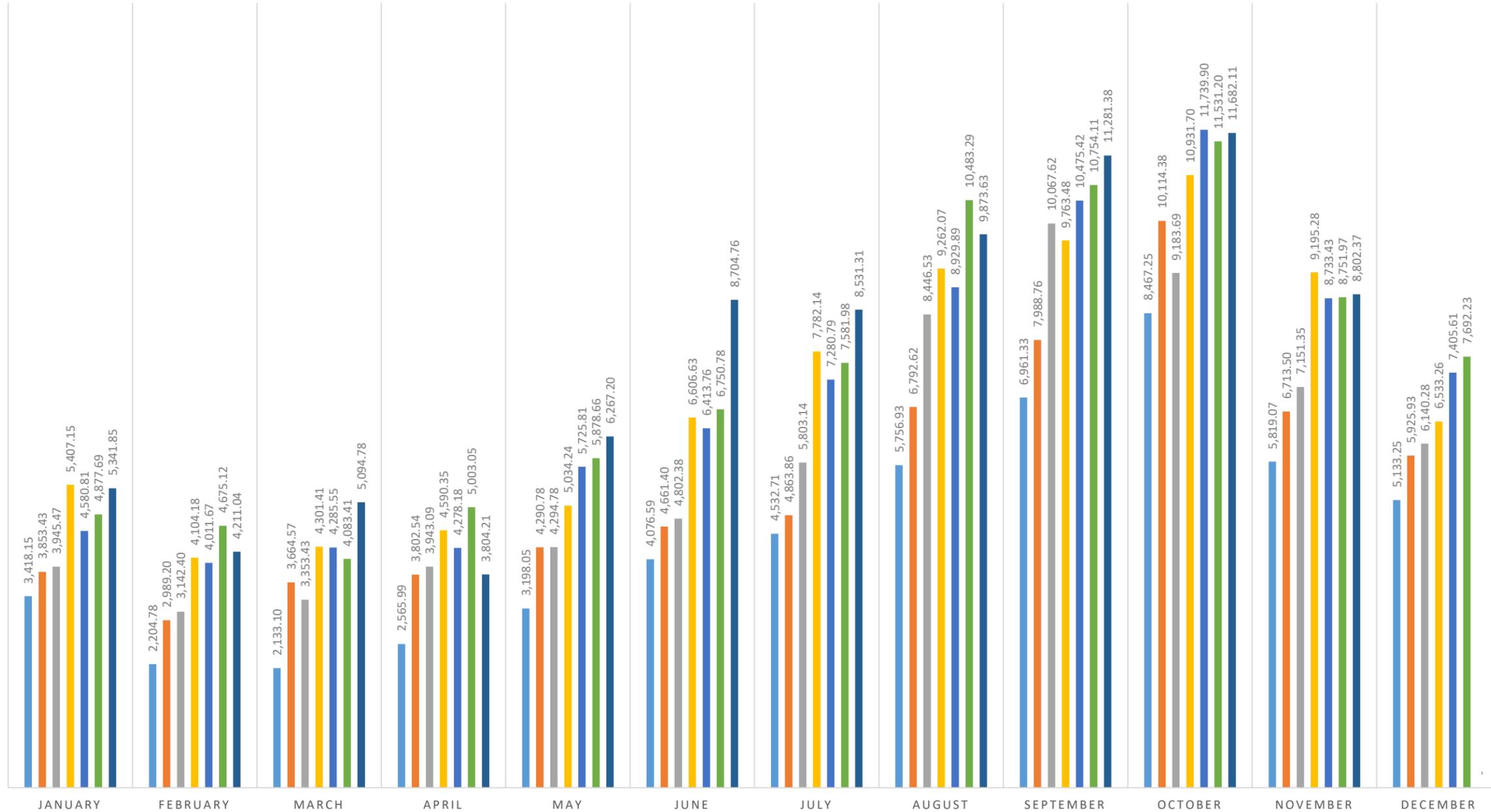


Lodging Tax Analysis

Month	2013	% of total	2014	% of total	2015	% of total	2016	% of total	2017	% of total	2018	% of total	average %	2019 Budget	2019 Actual	Difference
Jan	3,418.15	6.30%	3,853.43	5.87%	3,945.47	5.61%	5,407.15	6.47%	4,580.81	5.46%	4,877.69	5.54%	5.88%	4,701.03	5,341.85	640.82
Feb	2,204.78	4.06%	2,989.20	4.55%	3,142.40	4.47%	4,104.18	4.91%	4,011.67	4.78%	4,675.12	5.31%	4.68%	3,745.86	4,211.04	465.18
March	2,133.10	3.93%	3,664.57	5.58%	3,353.43	4.77%	4,301.41	5.15%	4,285.55	5.11%	4,083.41	4.64%	4.86%	3,890.88	5,094.78	1,203.90
April	2,565.99	4.73%	3,802.54	5.79%	3,943.09	5.61%	4,590.35	5.50%	4,278.18	5.10%	5,003.05	5.68%	5.40%	4,321.33	3,804.21	(517.12)
May	3,198.05	5.89%	4,290.78	6.53%	4,294.78	6.11%	5,034.24	6.03%	5,725.81	6.83%	5,878.66	6.68%	6.35%	5,076.10	6,267.20	1,191.10
June	4,076.59	7.51%	4,661.40	7.10%	4,802.38	6.83%	6,606.63	7.91%	6,413.76	7.65%	6,750.78	7.67%	7.44%	5,955.99	8,704.76	2,748.77
July	4,532.71	8.35%	4,863.86	7.41%	5,803.14	8.26%	7,782.14	9.32%	7,280.79	8.68%	7,581.98	8.61%	8.44%	6,750.43	8,531.31	1,780.88
Aug	5,756.93	10.61%	6,792.62	10.34%	8,446.53	12.02%	9,262.07	11.09%	8,929.89	10.65%	10,483.29	11.90%	11.10%	8,882.17	9,873.63	991.46
Sept	6,961.33	12.83%	7,988.76	12.17%	10,067.62	14.33%	9,763.48	11.69%	10,475.42	12.49%	10,754.11	12.21%	12.62%	10,095.35	11,281.38	1,186.03
Oct	8,467.25	15.60%	10,114.38	15.40%	9,183.69	13.07%	10,931.70	13.09%	11,739.90	14.00%	11,531.20	13.09%	14.04%	11,234.49	11,682.11	447.62
Nov	5,819.07	10.72%	6,713.50	10.22%	7,151.35	10.18%	9,195.28	11.01%	8,733.43	10.41%	8,751.97	9.94%	10.41%	8,331.60	8,802.37	470.77
Dec	5,133.25	9.46%	5,925.93	9.03%	6,140.28	8.74%	6,533.26	7.82%	7,405.61	8.83%	7,692.23	8.73%	8.77%	7,014.76		
Total	54,267.20	100.00%	65,660.97	100.00%	70,274.16	100.00%	83,511.89	100.00%	83,860.82	100.00%	88,063.49	100.00%	100.00%	80,000.00	83,594.64	10,609.40
% increase from prior year			21.00%		7.03%		18.84%		0.42%		5.01%			-9.16%		
														Total		
	January	February	March	April	May	June	July	August	September	October	November	December				
2013	3,418.15	2,204.78	2,133.10	2,565.99	3,198.05	4,076.59	4,532.71	5,756.93	6,961.33	8,467.25	5,819.07	5,133.25	54,267.20			
2014	3,853.43	2,989.20	3,664.57	3,802.54	4,290.78	4,661.40	4,863.86	6,792.62	7,988.76	10,114.38	6,713.50	5,925.93	65,660.97			
2015	3,945.47	3,142.40	3,353.43	3,943.09	4,294.78	4,802.38	5,803.14	8,446.53	10,067.62	9,183.69	7,151.35	6,140.28	70,274.16			
2016	5,407.15	4,104.18	4,301.41	4,590.35	5,034.24	6,606.63	7,782.14	9,262.07	9,763.48	10,931.70	9,195.28	6,533.26	83,511.89			
2017	4,580.81	4,011.67	4,285.55	4,278.18	5,725.81	6,413.76	7,280.79	8,929.89	10,475.42	11,739.90	8,733.43	7,405.61	83,860.82			
2018	4,877.69	4,675.12	4,083.41	5,003.05	5,878.66	6,750.78	7,581.98	10,483.29	10,754.11	11,531.20	8,751.97	7,692.23	88,063.49			
2019	5,341.85	4,211.04	5,094.78	3,804.21	6,267.20	8,704.76	8,531.31	9,873.63	11,281.38	11,682.11	8,802.37	-	83,594.64			

LODGING TAX COLLECTION HISTORY

■ 2013
 ■ 2014
 ■ 2015
 ■ 2016
 ■ 2017
 ■ 2018
 ■ 2019



November 30, 2019 Investment Report

Short Term Investments:

LGIP	\$	8,084,183.60
Opus Bank	\$	<u>5,909,718.87</u>

subtotal short-term \$ 13,993,902.47

Long Term Investments:

US Bank safekeeping	\$	<u>23,139,751.95</u>
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Total Investments	\$	<u>37,133,654.42</u>
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Interest reinvested thru 11/19	\$	276,393.32
Interest received thru 11/19	\$	<u>418,030.29</u>

Total interest earned 2019 to date	\$	<u>694,423.61</u>
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Short-term investments offer same day liquidity without penalty. The LGIP (Local Government Investment Pool) is managed by the State Treasurer's office. Interest rate earnings fluctuate each month depending on the pool's performance. November's net interest rate was 1.8286%, a decrease of 0.2287% from October's rate of 2.0556%.

The Opus Bank account is a public interest checking account that charges no fees. The interest rate is tied to the LGIP as a benchmark, with a one month lag. November's annual percentage yield was 1.88%.

Long-term investments are invested into various allowable governmental securities such as Federal Home Loan Bank securities, Federal National Mortgage Assn securities, etc. Maturity dates range from Aug. 2019 through Feb. 2023 and interest rates range from 0.917% to 2.78%. Unlike the LGIP and Opus Bank investments, interest is not reinvested as earned, but realized as investment cash revenues to support our operations.

We had one investment called early during November. Par value was \$2,040,000. We purchased this investment for a discount at \$1,999,783.55 and 1.93% yield. Final yield was 3.42%.



Human Resources

January 2019 Update

Current open positions

- Police Officer: Conducting interviews
- Code Enforcement: Accepting applications
- Management Analyst: Accepting applications
- Surface Water Program Analyst: Accepting applications
- HR Analyst: Accepting applications
- WWTP Operator: Accepting applications
- Fleet Maintenance Specialist III: Accepting applications
- Parks Maintenance Worker II: Accepting applications
- Public Works Maintenance Worker II: Accepting applications



City of Monroe, Washington
Parks & Recreation Department

December, 2019

Mission

Protect and enhance the natural beauty of Monroe through the development of a vibrant system of parks, open space and trails. Provide citizens of all age's positive recreational opportunities in clean, safe and accessible recreation facilities. Enhance health, quality living and the natural environment for future generations.

Department Update

Operations

December consisted of wrapping up maintenance tasks which included leaf clean up, year-end mowing, pruning, fixture, furnishing and sign repairs. The Parks and Recreation team members also worked to take down the holiday decorations on Main Street.



Parks and Recreation member Dan Pestana works to remove the holiday wreaths from Main Street while Bryan Olson looks on.

Monroe Park Board

During their December 2019 meeting, the Monroe Park Board reviewed Tangram's Gateway and Wayfinding project for the city presented by City Administrator Deborah Knight. They approved both their 2020 Work Plan and 2019 Annual Report, and reviewed and moved to recommend to City Council an art donation proposal to be placed at a city park in memory of Kaci Edelbrook, a community member who passed away in 2018.

Sculpture Reveal

The Sculpture reveal for Guardian of the Mountain Pass took place on a wet, cold day December 7th and despite the weather we had a great turnout from the community. The Everett Herald published an article on the sculpture which can be read at

<https://www.heraldnet.com/life/new-14-foot-tall-sculpture-in-monroe-inspired-by-mountain-goats/>



Left photo: Councilmember Kevin Hanford, Artist Milo White, Mayor Geoffrey Thomas, Artist Jay Bowen, Councilmember Kirk Scarboro and Councilmember Jeff Rasmussen pose for their photo with the new sculpture.

City Parks Unmarked Trails Inspections

In 2017, a weekly maintenance monitoring emphasis by park staff was initiated on unmarked trails at Al Borlin and Sky River Parks to identify and resolve, in cooperation with our Police Department, any unlawful encampments that may occur in City parks. Attached is the comprehensive data from 2017 to preview. The following is a summary of data for the past month:

Locations: Al Borlin Park, Sky River Park

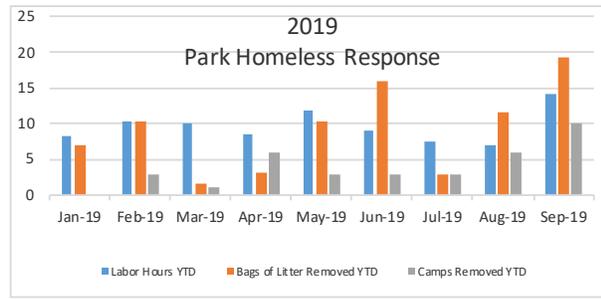
DATE	TOTAL LABOR HOURS	# BAGS OF LITTER COLLECTED	NOTES
12/3	9.5	4	
12/10	8	2	1 camp found at Sky River Park and 2 at Al Borlin Park. Police contacted.
12/17	10	0	
12/24	1	0	
12/30	8	0	
Avg.	7.3	1.2	
			See attached Parks Homeless Response Data 2017- 2019

Volunteer Opportunities Join the City of Monroe team by volunteering your talent and time to support City programs, projects and events. Volunteering is an opportunity to learn about Monroe’s diverse community, understand how local government works and connect with other community members. The City offers on-going and one-time event volunteer opportunities. If you are interested in volunteering, or seeking additional information, please contact Katie Darrow at (360) 863-4519.

Visit the City website www.monroewa.gov for information on upcoming programs and events.

2017-2019 Park Homelessness Response

	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-19	8.3	7	
Feb-19	10.2	10.3	3
Mar-19	10	1.5	1
Apr-19	8.5	3.25	6
May-19	11.9	10.25	3
Jun-19	9	16	3
Jul-19	7.5	3	3
Aug-19	6.9	11.5	6
Sep-19	14.25	19.25	10
Oct-19	7.3	19.4	6
Nov-19	7.5	0.875	4
Dec-19	7.3	1.2	3
Total 2019	108.65	103.525	48



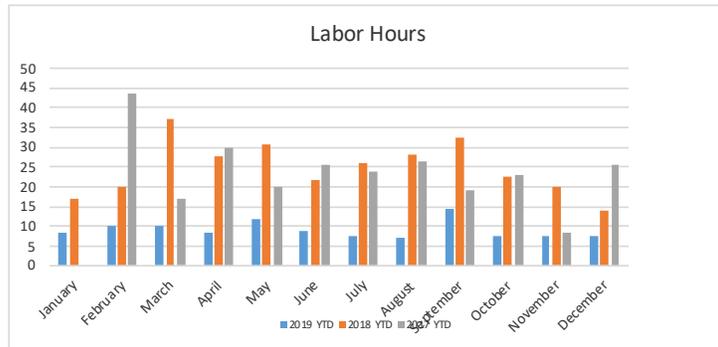
	Labor Hours	Bags of Litter Removed	Camps Removed
Jan-18	17	5	0
Feb-18	20	12	0
Mar-18	37	32	4
Apr-18	27.5	14	0
May-18	30.5	20	5
Jun-18	21.5	21	5
Jul-18	26	13	3
Aug-18	28	13	3
Sep-18	32.5	10	1
Oct-18	22.5	14	6
Nov-18	20	5	0
Dec-18	14	5	0
Total 2018	296.5	164	27



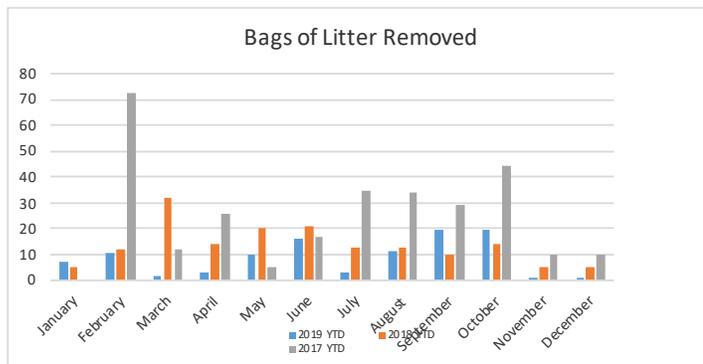
	Labor Hours	Bags of Litter Removed	Camps Removed
Feb-17	43.5	72.5	4
Mar-17	17	12	3
Apr-17	30	26	0
May-17	20	5	0
Jun-17	25.5	17	2
Jul-17	24	35	3
Aug-17	26.5	34	3
Sep-17	19	29	2
Oct-17	23	44	1
Nov-17	8.5	10	3
Dec-17	25.5	10	1
Total 2017	262.5	294.5	22



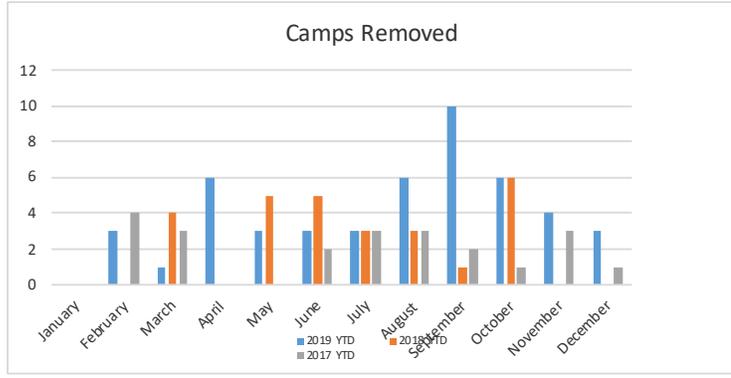
Labor Hours	2019 YTD	2018 YTD	2017 YTD
January	8.3	17	0
February	10.2	20	43.5
March	10	37	17
April	8.5	27.5	30
May	11.9	30.5	20
June	9	21.5	25.5
July	7.5	26	24
August	6.9	28	26.5
September	14.25	32.5	19
October	7.3	22.5	23
November	7.5	20	8.5
December	7.3	14	25.5



Bags of Litter Removed	2019 YTD	2018 YTD	2017 YTD
January	7	5	0
February	10.3	12	72.5
March	1.5	32	12
April	3.25	14	26
May	10.25	20	5
June	16	21	17
July	3	13	35
August	11.5	13	34
September	19.25	10	29
October	19.4	14	44
November	0.875	5	10
December	1.2	5	10



Camps Removed	2019 YTD	2018 YTD	2017 YTD
January		0	0
February	3	0	4
March	1	4	3
April	6	0	0
May	3	5	0
June	3	5	2
July	3	3	3
August	6	3	3
September	10	1	2
October	6	6	1
November	4	0	3
December	3	0	1





City of Monroe Parks & Recreation Departmental Work Plan

Task	Description	Year to Carry Over Yes/No	Department Staff	Committee(s)	Start	End
Department Administration						
Department Administration	Direction, Supervision, Evaluations, Training, Budgeting, Purchasing	Yes	Director, Supervisor	None	20-Jan	20-Dec
Park Board - Work Plan	Assist Board to set, then actualize work plan	Yes	Director/ Planner	Council for Approval	19-Nov	20-Feb
Adopt A Park and Volunteer Program	Ongoing; existing and new partnerships	Yes	Director/Supervisor/Rec Admin	None	Jan-20	Dec-20
Parks Legislative Priorities	Ongoing; potential partnerships/funding options for outdoor rec - State/WRPA/County	Yes	Director/other Depts	Mgmt team	Jan-20	Dec-20
Facility Reservations Software	Purchase/implement new software system to improve user access/staff efficiencies	Yes	Admin Tech/Director	None	Jan-20	Jun-20
Capital Projects						
Currie View Park Playground	Replace Playground using contracted & in-house labor	No	All as needed	Council for Approval	Dec-19	Jul-20
Lake Tye All Weather Fields - Bidding/Construction	Ongoing; construction design services with D A Hogan	No	Parks/Planning/Engineering staff	Council for Contract Approv	Jan-20	Sep-20
N. Hill Neighborhood Park Acquisition	Park acquisition/purchase & sale agreement	Yes	Parks/Com Dev/PW/Finance	Park Board/Council	Jan-20	Jun-20
Gateway Signs - East Main Street/Sky River Park	Design/install gateway sign improvement on E. Main City property & Sky River Park entry	Yes	Parks/PW	Park Board/Council/DMA	Jan-20	Dec-20
Rotary Field enhancements	Outfield netting protection/ADA auto-door assists for restrooms/Rotary Club donation	Yes	Dept.staff	City Council	Jan-20	Jun-20
Security camera system	Purchase/install security cameras @ Sky river & Lewis Street Parks	No	Parks/Police	Park Board/Council/HPAC	Jan-20	Dec-20
LED Lighting Upgrade	Complete program to convert parks facilities to energy-efficient	Yes	Director/Supervisor	None	Jan-20	Dec-20
River Interpretive Signage - Forterra grant	Purchase/install river wayfinding signage @ Lewis St. Park & boat launch	No	Director/Planner/Parks staff	Dept/City staff	20-Jan	20-Aug
US 2 Bypass corridor trail design	Partner with WWU to design trail system; submit to DOT for approval	Yes	Parks/CA/other Depts	PB/Council	20-Jan	20-Jul
Tourism						
Tourism	Market/Promote/Coordinate Tourism for Monroe	Yes	Director/Rec Admin	Local/Regional Coalitions	20-Jan	20-Dec
Annual Marketing Plan	Develop annual marketing campaign	Yes	Rec Admin	Choose Monroe partners	1-Jan	1-Mar
Choose Monroe Magazine/Tourism promotion	Lead design/content/advertising for Choose Monroe Magazine; expand tourism promotion	Yes	Rec Admin/other staff	Choose Monroe partners	Jan-20	Dec-20
Tourism ads	Design and place tourism ads in Cascade Loop; Seattle North Country and other tourism publications	Yes	Rec Admin	Choose Monroe partners	Jan-20	Jun-20
Events and Tourism Brochure	Redesign/develop for publication and expand reach; LTAC grant	No	Director/Rec Admin	Local tourism coalition	Jan-20	May-20
Downtown furniture/baskets	Work with business owners to identify /address downtown furniture/baskets needs	No	Parks Planner/staff	DMA/EDAB	Jan-20	Jul-20
Special Events Planning, Promotion & Support	Ongoing; existing and new events/partnerships	Yes	Rec Admin/Director	Local tourism coalition	Jan-20	Dec-20
Parks Planning						
2020 RCO/Other Grant Applications	Apply for grants to support North Hill Park acquisition/other projects	Yes	Director/Planner/Rec Admin	Park Board/Council	Jan-19	Dec-19
PROS Plan - Update	Update 6-year PROS Plan; docketing process w/Com. Dev./	Yes	Parks/Com Dev/PW	Park Board/PC/Council	Jan-20	Dec-20
Park Planning - Cadman site	Ongoing; Cadman site restoration/property transfer	No	Parks Planning/other Depts	Park Board/Council	Jan-20	Dec-20
Tree Programs	Ongoing; Heritage & living Christmas Tree programs/Tree City USA renewal	Yes	Dept staff	Park Board/Council	20-Jan	20-Dec
<u>Tree Retention Program</u>	Establish city tree retention regulations in public spaces		Parks Planning/Com Dev	Park Board/PC/Council	20-Jan	20-Dec
Park Operations						
Parks, Streetscapes, Trees & Trails O&M	Ongoing; existing and new facility mtc/use/events/partnerships	Yes	Supervisor/Parks Crew	None	Jan-20	Dec-20
Trails connecting w/in City limits	Trail system repairs; review/recommend system trail connections	Yes	Parks/Planner/PW	Park Board/Council	20-Jan	20-Dec
Unlawful Encampments in Parks Emphasis	Monitor, resolve in coordination w/PD - weekly; report monthly to Council	Yes	All as needed	Monthly report to Council	20-Jan	20-Dec
Drone imagery use for parks and special events	Partner w/Police on training and licensing park's staff to operate drone	No	Parks/Police/PW	None	Jan-20	Dec-20
Partnerships						
East County PR District Partnership	Ongoing; potential partnerships/funding for parks/	Yes	Director/Finance/City Admin	Park Board/Council/CAC	Jan-20	Dec-20
Sky/Sno River Rec Coalition	Ongoing; potential partnerships/wayfinding plan	Yes	Director/Planner	Coalition	Jan-20	Dec-20
Sky Valley Rec/Regional Trail Partnerships	Ongoing; potential partnerships/funding for tourism promo/regional trails	Yes	Director/Planner/Rec Admin	Coalitions	Jan-20	Dec-20
YMCA Services Partnership	Explore opportunity per Council direction	Yes	Director/other Depts	Park Board/Council	Jan-20	Dec-20
DOC Services Partnership	Ongoing; existing and new partnerships	Yes	Director/Supervisor	Council for Approval	Jan-20	Dec-20

TO: Monroe City Council

FROM Monroe Park Board

2019 Annual Report

The Monroe Park Board respectfully submits the following summary of its work and activity for 2019:

Administration

- **2020 Work Plan** – Prepared annual work plan for 2020 to present to City Council

Capital Projects

- **Lewis Street Park Playground Replacement** – Reviewed preliminary sketches, recommended design criteria and final concept plan to Council
- **Lake Tye All Weather Fields Design** – Reviewed and discussed staff updates
- **N. Hill Neighborhood Park** – Reviewed and supported letter of intent to purchase future park site

Tourism

- **Wetland Naming Contest** – Reviewed, selected and recommended to Council 'Foothills Wetland Preserve' submitted by Monroe School District students to name City open space
- **Donation and Public Art Policies** – reviewed draft policy and made a recommendation to City Council for adoption summer 2019
- **Downtown Art Project** - Supported and recommended the process for artist and site selection

Park Planning

- **6-year CIP** - Reviewed and supported Park 6-year CIP
- **City's Planning** – Reviewed and discussed briefings Vision 2020 initiative, Homelessness Policy Advisory Committee, North Kelsey Future Development
- **Park Reviews** - reviewed description profiles from the PROS Plan for Stanton Meadows, Wales, Al Borlin, Blueberry Children's, Cedar Grove, and Currie View Parks
- **East Main Street Gateway**- Reviewed and endorsed landscape improvements at future entrance 'Gateway' sign
- **Monroe Heritage Tree Walk and Living Christmas Tree Programs** – Reviewed tree nominations, Arranged and conducted first annual Heritage Tree Walk July 2019
- **Earth and Arbor Day** - participated and supported Earth Day & Arbor Day Proclamation and tree-planting ceremony
- **Tree City USA** – support efforts to successfully earn 'Tree City USA' designation

Partnerships

- **East County Parks & Recreation District (ECPRD) Partnership** – Supported and assisted ECPRD bond public outreach effort
- **Skykomish – Snohomish River Recreation Plan** Interpretation and Wayfinding– Reviewed and supported wayfinding and interpretive project commencement



City of Monroe Police Department Work Plan

Task	Description	Year to Year Carry Over		Committee(s)	Start	End
		Yes/No	Department Staff			
OPERATIONS						
Provide police services to the Community	In house; Respond to 911 calls for service and conduct proactive/community policing 24 hours a day, 7 days a week	Yes	All as needed	None	Jan-20	Dec-20
Volunteer Program	In house; assist with workloads and special projects	Yes	All as needed	None	Jan-20	Dec-20
Officer recruitment	In house; Recruit qualified Lateral and entry-level applicants for vacant positions	Yes	All as needed		Jan-20	Dec-20
Embedded Social Worker program	In house; Continue to evaluate the needs of the embedded social worker program, specifically officer staffing and the client demands outside of the two days a week dedicated to the program	Yes	All as needed	None	Jan-20	Dec-20
Unmanned Aerial Vehicle (Drone) program	In house; develop and integrate the use of a drone in police operations in conjunction with other City stakeholders; develop policy and procedures	Yes	All as needed	Yes	Jan-20	Dec-20
Sno911 county radio replacement	Replace all vehicle, portable and bay station radios through voter approved countywide upgrade program; Fire District 7 will do the replacement work on the vehicles	No	All as needed	None	Jan-20	Dec-20
ADMINISTRATION						
Evidence	In house; provide training and orientation to new Evidence Technician; conduct complete evidence/property inventory due to personnel change	Yes	All as needed	None	Jan-20	Dec-20
Department Reorganization	In house; evaluate observed operations and MATRIX recommendations to maximize operational effectiveness:					
Implement Re-Branding	In house; design new department patches, graphic designs on patrol vehicles, and police logo	No			Jan-20	Dec-20
LEMAP Review	WASPC; Conduct review of MPD's organizational structure for accreditation purposes	Yes			Jan-20	Dec-20
Permitium On-Line Concealed Pistol License renewals	In house; assess software for possible use in online pistol license renewals	Yes	All as needed	None	Jan-20	Dec-20
TRAINING						
Quarterly Department training	In house; Conduct quarterly department training	Yes	All as needed	None	Jan-20	Dec-20
Required Police Skills Refresher (PSR) training	Outside; Commissioned officers attend Countwide PSR training, receiving mandatory and career training	Yes	All as needed	None	Jan-20	Dec-20
Core Curriculum training	In house; schedule officers / sergeants for training as identified as CORE curriculum to provide necessary training to extend basic training	Yes	All as needed	None	Jan-20	Dec-20
Certification training	Ensure training for certified positions; ie. Firearms, less lethal,	Yes	All as needed	None	Jan-20	Dec-20
Career Development	In house; provide training for personnel to develop skills and prepare for greater responsibility	Yes	All as needed	None	Jan-20	Dec-20
FACILITY						
New paint and trim restoration	In house; Paint needed areas and glue wainscotting where needed	No	Public Works	None	Jan-20	Dec-20
Locker room improvements	In house; Work with Public Works to make needed improvements; \$40,000	No	Public Works		Jan-20	Dec-20
Assess the facility needs of the department	In house; In conjunction with the campus plan, work with planning group to address needs of City Hall and the Police Department	Yes	PD/Public Works/City Staff	Campus Study	Jan-20	Dec-20
COMMUNITY						
Homelessness Policy Advisory Group	Community group; respond to advisory actions by the HPAC group that are approved by the City Council	Yes	All as needed	None	Jan-20	Dec-20
Monroe Community Coalition	Community group; SRO attends regularly scheduled coalition meetings representing the police department	Yes	All as needed	None	Jan-20	Dec-20
Monroe Diversity Council	Community group; Attendance at regularly scheduled diversity council meetings, representing the police department	Yes	All as needed	None	Jan-20	Dec-20
Retail Theft Group	Retail group; Monthly meeting to exchange information with retail representatives reference prolific theft suspects	Yes	All as needed		Jan-20	Dec-20
Citizen's Academy	In house; Twelve week program exposing participants to Community Policing in their city	Yes	All as needed	None	Jan-20	Dec-20

Youth Police Academy	In house; One week program to learn more about law enforcement and essential skills to be successful in the job market - every other year	Yes	All as needed	None	May-20	Jul-20
Jayme Biendl Run	In house; Continue the Jayme Biendl Memorial 5K Run / Walk	Yes	All as needed	None	Jan-20	Dec-20
Easter Egg Community Hunt	In house; Support Easter Egg planning and operation	Yes	Parks/Public Works/PD	Easter Egg Planning Committee	Jan-20	Dec-20
National Night Out	Rotary/PD event; Plan, organize and attend National Night Out Against Crime Event	Yes	PD/Parks/Rotary	NNO Meetings	Jan-20	Dec-20
Fair Parade	In house; Plan, organize and provide traffic control for the Fair Days Parade	Yes	PD/Parks/Public Works	None	Jan-20	Dec-20
Fair Traffic Control	In house; Plan, organize and provide traffic control for the Evergreen State Fair	Yes	All as needed	None	Jan-20	Dec-20
Cribs for Kids	In house; partnering with Safe Kids and Rotary, provide Pack N Play cribs for families that have kids with unsafe sleep environment	Yes	PD/Rotary	None	Jan-20	Dec-20
Coffee With A Cop (4x throughout the year)	In house; Bringing officers and the community to discuss issues and learn from each other	Yes	All as needed	None	Jan-20	Dec-20
Walk Your Kids to School	In house; In partnership with Monroe School District and PTA's, organize and participate in Walk Your Kids to school day raising community awareness about walking safety and promoting healthy behavior	Yes	All as needed	None	Jan-20	Dec-20
Shop With A Cop	In house; MPOA sponsored, Shop With a Cop partners officers with disadvantaged youth for a holiday shopping spree for themselves and families	Yes	All as needed	None	Jan-20	Dec-20
Tip A Cop benefitting Special Olympics	In house; Partner with two area businesses, Adams to collect "tips" for Special Olympics	Yes	All as needed	None	Jan-20	Dec-20
Wings N Wheels benefitting Special Olympics	In house; Plan, organize and staff Wings N Wheels, car and plane show benefitting Special Olympics	Yes	All as needed	None	Jan-20	Dec-20



PUBLIC WORKS DEPARTMENT JANUARY 2020 UPDATE

Metrics

		2018	2019											
		DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
WWTP	WWTP Total Flow (millions of gallons)	53.13	55.71	48.78	49.57	49.50	46.00	42.55	42.96	43.69	47.22	48.63	47.31	57.85
	Average Daily flow (Millions of gallons)	1.77	1.80	1.74	1.60	1.65	1.48	1.42	1.39	1.41	1.57	1.57	1.58	1.87
	Peak Daily Flow (millions of gallons)	2.433	2.21	1.97	1.88	2.01	1.81	1.55	1.60	1.63	2.16	2.19	2.09	3.81
	Removal Rate	98%	98%	98%	98%	98%	96%	97%	98%	98%	98%	98%	98%	98%
	Biosolids transported to BUF (wet tons)	161	225	184	246	250	187	218	191	147	214	243	219	249
D&C	Private Development (hours)	241	406	258	257	261	165	185	159	198	151	346	374	435
	Capital Projects (hours)	369	544	431	861	1002	797	792	639	579	554	656	397	292
O&M	Street Sweeping/ Brush Cutting (lane miles/hours)	468/0	218/0	30/0	282/0	497/0	27/96	68/86	64/59	117/108	281/35	680/0	721/0	127/0
	Utility Locates	119	245	143	205	240	217	210	226	222	207	231	150	164
	Water sold (millions of gallons) (15th to 15th)	50.2	49.5	52.1	45.4	52.4	54.6	68.8	73.1	87	79.9	52.9	51.4	49

DESIGN & CONSTRUCTION DIVISION

CHAIN LAKE ROAD SHARED PATH EXTENSION

Background

The City of Monroe received a federal grant through Puget Sound Regional Council (PSRC) to design and purchase additional right-of-way for extending the shared sidewalk/path north along Chain Lake Road and end at Brown Road. The sidewalk will match to the existing sidewalk in the vicinity of Rainier View Road.

The original cost estimate for this project is \$3,952,752 through the Streets 318 Fund. To help offset the cost, \$2,429,219 will be reimbursed by secured federal grants, leaving \$1,523,533 for the local match. 2019 revised cost estimation has the project tracking at \$3,500,000, reflecting an increase in right-of-way acquisition trends and additional efforts in design. However, the construction phase is tracking to be lower than originally anticipated, resulting in an overall anticipated lower cost to the project.

The project's portion of the approved 2019 Street CIP 318 Fund is shown below:

	2019 Project Budget	2019 Spent	Remaining
Design	35,000	88,582	(53,582)*
R/W	582,000	220,294	361,706
R/W Assistance**	120,000	109,994	10,006

*Some design costs were expected to occur during the 2018 fiscal cycle, but additional efforts were necessary and extended design work into the 2019 fiscal cycle.

**The City utilizes a right-of-way consultant to help navigate the complexities of acquiring property from adjacent landowners. This follows the City's Right-of-Way Procedures, which is required as part of federally funded projects.

Update

City engineering staff have performed the final review of the project design and have provided comments to the consultant. Regarding property acquisition, the City is negotiating property purchases with the adjacent landowners. Fifteen of the nineteen parcels have reached agreements thus far. The remaining five parcels are still being negotiated.

Timeline

2018-2020	Design Process
2018-2020	Right-of-Way Acquisition
2020	Design/Right-of-Way Complete
2020	Construction begins
2021	Construction ends



BLUEBERRY LANE / KELSEY STREET INTERSECTION IMPROVEMENTS

Background

This intersection has long been known as being problematic and congested at times. Improving the intersection is complicated due to the immediate proximity of Burlington Northern Santa Fe railroad and US2. The flow of traffic is sensitive to the tracks being clear and the US2 signal phasing. In December 2016 and January 2017 a series of council meetings were held to discuss potential design options. Additionally, an Open House was conducted in January 2017 to receive public input on design options. Staff are exploring a design that would create a second, northbound lane along Kelsey Street. This lane would begin at North Street and provide a turn pocket for vehicles wanting to turn onto Blueberry Lane, and also additional queuing capacity for left turns at US2.

Estimated Project Cost: \$490,000 Street CIP

Construction Target: Unknown

	Project Budget	Committed Costs	Spent To-Date	Remaining
Design	70,000	94,350*	90,550	3,800
R/W	0	0	0	0
Construction	420,000	423,230**	292,200	131,030

*Design contract awarded to Century West Engineering for \$92,500.

*Additional surveying needs performed by Harmsen LLC for \$1,000.

*Additional surveying needs performed by Harmsen LLC for \$850.

**Construction contract awarded to Kamins for \$322,093

**Construction inspection services awarded to BlueLine not to exceed \$98,400.

**Construction material testing on-call task to Robinson Noble for \$2,737

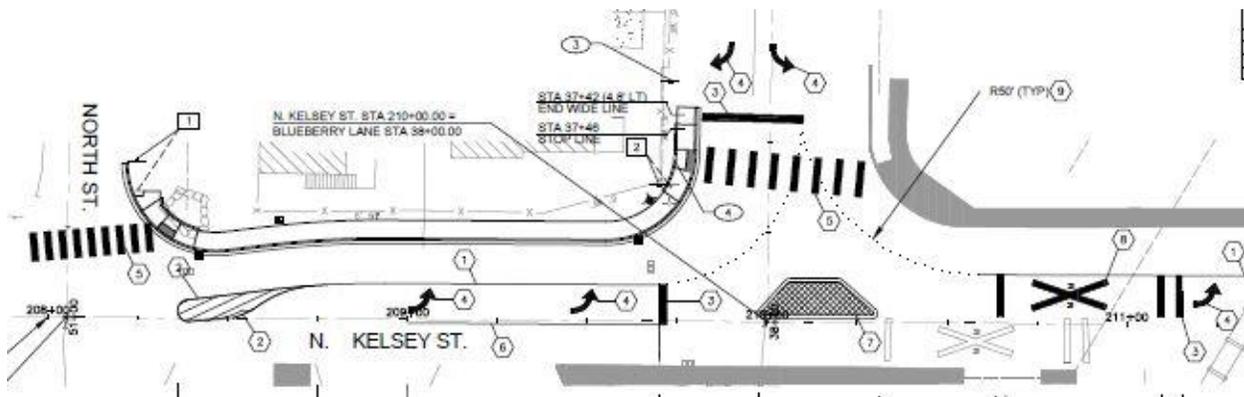
Staff originally expected the project to come in under the original cost estimation. However, unanticipated staff turnover required outsourcing project inspection work to a consultant, resulting in costing that is now slightly over.

Update

The project is complete except for installing the permanent centerline curb. There was some difficulty in locating a precast manufacturer to make the centerline curb. Manufacturing is now underway, with an anticipated delivery timeline of early February 2020.

Updated Timeline

July 2018	Begin Design Phase
May 2019	Begin Bid Phase
Sept. 2019	Begin Construction
Feb. 2020	End Construction



TJERNE PLACE PHASE III STREET IMPROVEMENTS

Background

Tjerne Place Phase III (a.k.a. Oaks Street) is located between Woods Creek Road and Old Owen Road, behind the Monroe Plaza where Albertson's used to be. This private road sees increasing traffic as drivers look to other routes to avoid traffic on US2. The City is interested in converting the road to public right-of-way and making improvements to become similar to other segments of Tjerne Place SE. Additionally, a signalized intersection would be proposed where Tjerne Place SE connects to Old Owen Road. The City utilizes a right-of-way consultant to help navigate the complexities of acquiring property from adjacent landowners. This follows the City's Right-of-Way Procedures, which is required as part of projects that may wish to seek federal funds. Estimated Project Cost: \$6,999,000 Street CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
Design	675,000	0	0	675,000
R/W	1,100,000	0	1,156	1,098,844
R/W Assistance	100,000	97,794*	44,153	53,641
Construction	5,124,000	0	0	5,124,000

*Contract Land Services right-of-way consultant contract awarded for \$90,450. Remaining R/W budget represents estimated cost to acquire public right-of-way.

*Survey task order with KPG for \$7,343.74 to delineate easement area onsite, and prepare easement legal descriptions and exhibits.

Update

The property appraisals are complete. Offers have been presented to the property owners and the City is awaiting their responses.



Potential Timeline

2020+	Design process
2018 - 2020	Right-of-Way Acquisition
unknown	Construction Begins
unknown	Project Completion

GRADEN WATER MAIN PROJECT

Background

This project replaces aging water main infrastructure within an established neighborhood locally known as the Graden neighborhood and includes 133rd Street SE, 134th Street SE, 208th Avenue SE, 209th Avenue SE, and 210th Avenue SE. Together, the project anticipates replacing over 3,000 lf of aging water main, upgrading fire hydrants and connecting the residences to the new main. The project is located outside of the city limits in the County, but is within our water service district. It is anticipated that the impacted streets will require new roadway surfacing as part of the restoration efforts. The design phase is to occur in 2018 followed by construction in 2019, and is paid through existing water rate revenues.

Estimated Project Cost: \$1,170,000 Water CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
Design	120,000	75,698*	43,558	32,140
R/W	0	3,702	3,702	0
Construction	1,050,000	775,236**	643,455	131,781

*Design contract awarded to Harmsen & Associates for \$75,698.

**Construction contract (\$629,363), 20% contingency allowance (\$125,873), inspection costs (\$20,000)

Update

The project is complete. The City will resurface the neighborhood streets in 2020 as part of the permit conditions with Snohomish County.

Timeline

2018	Design process
February 2019	Bid Phase
March - June 2019	Construction Phase



182ND AVENUE WATER MAIN PROJECT

Background

This project will replace aging water main under 182nd Avenue SE, beginning at the 154th Street SE intersection and extending north to the SR522 right-of-way. This project includes replacing the 4" water main, replacing two hydrants and connecting approximately 35 existing residences to the new main. The design phase is to occur in 2018 followed by construction in 2019, and is paid through existing water rate revenues.

Estimated Project Cost: \$814,825 Water CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
Design	30,000	8,244*	8,147	97
R/W	0	0	3,961**	0
Construction	784,825	349,533***	282,339	67,194

*KPG on-call contract for land surveying services in the amount of \$7,462. Geotest geotechnical design support for \$781.80

**Utility permitting costs with WSDOT

***Construction contract (\$287,422), 20% contingency allowance (\$57,484), publishing expenses (\$450)

***Construction material testing on-call task to Geotest for \$4,177.

Update

This project construction is complete. The project will go before council for acceptance on January 14, 2020.

Timeline

2018	Design process
August 2019	Bid Phase
Sept. to Nov. 2019	Construction Phase



132ND STREET WATER MAIN PROJECT

Background

This water utility project replaces approximately 3,200' of aging water main under 132nd Street SE in unincorporated Snohomish County, upgrading associated fire hydrants and connecting existing residences to the new water main. It is anticipated that 132nd Street SE will require new roadway surfacing as part of Snohomish County's right-of-way disturbance permit approval. The design phase is to occur in 2018 followed by construction in 2019, and is paid through existing water rate revenues.

Estimated Project Cost: \$1,591,090 Water CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
Design	40,000	35,093*	30,980	4,113
R/W	0	2,761**	2,761	0
Construction	1,591,090	1,105,027***	1,050,638	54,389

*Harmsen on-call contract for land surveying services in the amount of \$13,260.

*Perteet on-call contract for wetland determination/delineation in the amount of \$13,183 and biological assessment for \$8,650.

**Snohomish County permitting fees.

***Construction contract and change order (\$904,189), 20% contingency allowance (\$180,838), inspection costs (\$20,000), asphalt overlay of 132nd Street

Update

The waterline construction has been completed. The roadway has been overlaid with new asphalt as part of the permit conditions with Snohomish County. The project will go before council for acceptance on January 14, 2020.

Timeline

2018	Design process
Jan 2019	Bid Phase
March to June 2019	Water Main Construction
Sept 2019	Asphalt Resurfacing



CASCADE VIEW DRIVE WATER MAIN PROJECT

Background

This project increases system capacity through a combination of replacing and adding approximately 1,650 lf of new 12" diameter water main. The design phase is to occur in 2018 followed by construction in 2019, and will be funded through existing water rate revenues and connection fees.

	2019 Project Budget	Committed Costs	Spent To-Date	Anticipated Remaining
Design	0	0	0	0
R/W	0	4,925	4,925	0
Construction	1,050,000	644,456**	519,476	0

**Construction contract (\$533,542), 20% contingency allowance (\$106,708), publishing costs (\$653), Construction material testing on-call task to Robinson Noble for \$3,553.

Update

The construction is finished. The project will go before council for acceptance on January 14, 2020.

Timeline

2018	Design process
July 2019	Bid Phase
Sept. - Oct. 2019	Construction Phase



BLUEBERRY LANE STORMWATER IMPROVEMENTS

Background

Blueberry Lane experiences street flooding during the wet winter months. The existing storm drainage system collects and conveys the stormwater runoff to an infiltration facility. This project would rehabilitate or replace the system with a new infiltration system designed to today's stormwater regulations.

The City is the recipient of a stormwater grant from the Department of Ecology. The proposed award consists of a \$2,633,250 grant and a low interest loan of \$877,750 with the intent to fully fund the project.

Estimated Project Cost: \$3,511,000 Storm CIP Fund

	2019 Project Budget	Committed Costs	2019 Spent To-Date	Remaining
Design	467,460	456,856	51,603	405,253
R/W	0	0	0	0
Construction	0	0	0	0

Update

As part of the grant conditions, the project had to undergo an archaeological assessment before any design explorations could begin. This has caused unexpected delays in the design phase. The updated timeline to complete the design is now anticipated for June 2020.

Timeline

2019-2020	Design process
June 2020	Bid Phase
Aug to Nov. 2020	Construction Phase



ADAMS LANE UTILITY REPLACEMENT

Background

This project replaces approximately 370 feet of aging 6 inch clay sewer main and approximately 620 feet of aging 6 inch and 4 inch asbestos cement water main under Adams Lane between Pike Street and Powell Street. The new 8 inch ductile iron water main will connect to existing asbestos cement pipe in the aforementioned streets, as well as connecting to an existing 8 inch polyvinyl chloride pipe located midblock.

Estimated Project Cost: \$442,969 Water & Sewer CIP Funds

	Project Budget	Committed Costs	Spent To-Date	Remaining
Design	72,780	\$11,463*	11,463	0
R/W	0	0	0	0
Construction	390,189	0	0	390,189

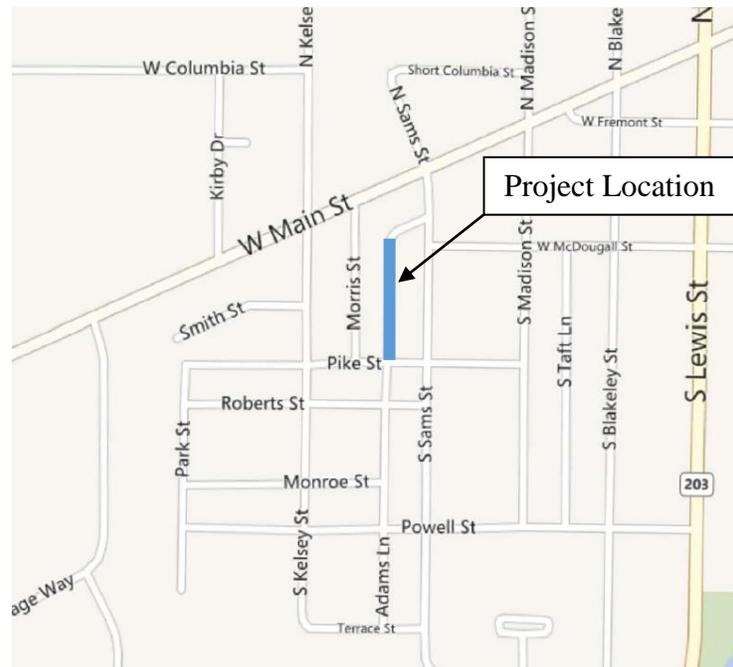
*On-call survey contract authorized with KPG to collect site information.

Update

The design phase is complete. The project will solicit contractor bids later this month, with an anticipated construction start in late March 2020.

Timeline

2019	Design process
2020	Bid Phase
2020	Construction Phase



DOC SECOND RESERVOIR

Background

Construct 850,000 gallon domestic water reservoir on the hill adjacent to the Monroe Correctional complex. This project will increase fire flow capacity in the DOC water zone.

Estimated Project Cost: \$4,296,038 Water CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
Design	485,333	453,328*	101,031	352,297
R/W	0	0	0	0
Construction	3,810,705	0	0	3,810,705

*Design contract with Murraysmith \$450,000. Environmental review on-call contract with Perteet \$3,328.

Update

Murraysmith Inc is under contract to design for this project. The design is heading toward 60%, which will be submitted to the engineering staff for review in mid-February. The design phase is anticipated to continue into summer 2020.

Timeline

2019	Design process
2020	Bid Phase
2020/21	Construction Phase



ADA TRANSITION PLAN

Background

Federal law requires local agencies to identify the existing Americans with Disabilities Act (ADA) compliance issues on all City property, then develop a plan to bring those deficiencies up to current compliance standards. This project would hire a consultant to prepare an inventory and develop the ADA transition plan.

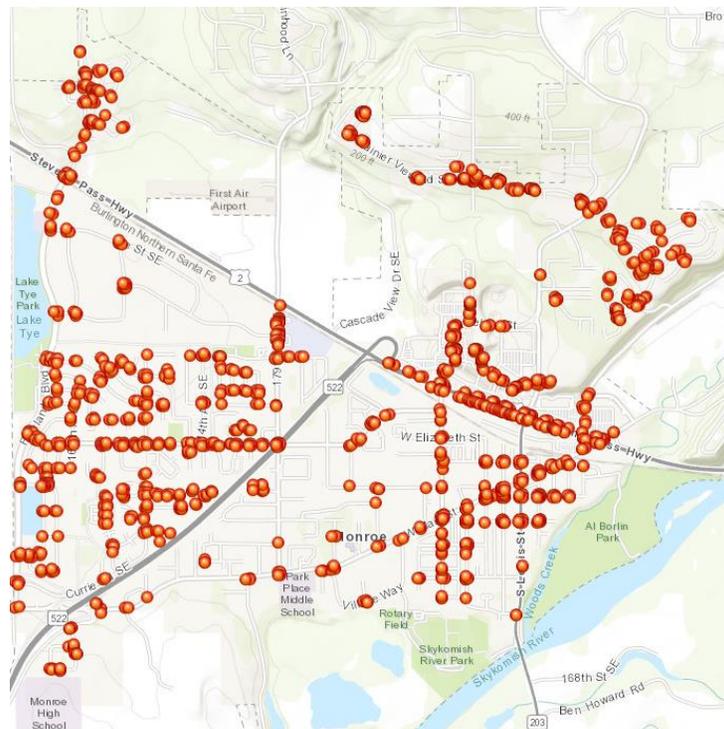
Estimated Project Cost: \$108,225 Street CIP Fund

	Project Budget		Committed Costs	Spent To-Date	Remaining
Design	108,225		0	0	108,225
R/W	0		0	0	0
Construction	0		0	0	0

Update

As part of the City's pavement rating study this year, information on the city's sidewalk network will also be collected. This data will be used to develop the ADA Transition Plan. We anticipate the inventory to be completed in December, followed by developing the actual plan during the first half of 2020.

The City has selected the Transpo Group to develop the ADA Transition Plan. Staff is currently negotiating scope and fee with this consultant ahead of beginning the work.



PAVEMENT RATING STUDY

Background

Re-rate the condition of the streets City-wide, providing a platform on which to base the street preservation efforts for the next several years. Additionally, inventory the sidewalk network city-wide for condition and ADA compliance assessment. This sidewalk information will be used as part of the ADA Transition Plan development.

Estimated Project Cost: \$41,000 Street CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Anticipated Remaining
Design	41,000	80,260*	76,920	0
R/W	0	0	0	0
Construction	0	0	0	0

*StreetScan contract to rate the city streets \$42,800. Amended contract to include sidewalk rating (\$37,460) as part of budgeted ADA Transition Plan.

Update

The City has received the street condition data and staff are utilizing the information to formulate next year's street preservation efforts. The sidewalk network's information has been collected and made available, which will be used to prepare the ADA Transition Plan.



2019 STREET PRESERVATION PROGRAM

Background

The City has established a Transportation Benefit District (TBD) to help maintain existing streets. Maintenance efforts include practices such as overlaying with new asphalt, adding new aggregate to the road surface (chip sealing), replacing lost binder oils on the surface (fog seal), and filling in cracks with elastomeric material (crack sealing).

The City has a program that determines best use of TBD funds to maximize maintenance efforts toward our citywide street system. In years past the City has partnered with Snohomish County's Countywide Overlay Program. This program has become larger than intended and Snohomish County has requested Monroe and other cities not to participate for the next few years. As a result, engineering staff are making adjustments and will be performing the design and administering the construction contract this summer.

Existing sidewalk ramps adjacent to the project areas will be reviewed and reconstructed as necessary to be compliant with current ADA standards.

Update

The 2019 preservation work on the street segments listed below are finished.

On Street	From Street	To Street
149TH ST SE	179TH AVE SE	182ND AVE SE
KING ST	W COLUMBIA ST	BLUEBERRY LN
PARK ST	SOUTH END	MONROE ST
PIKE ST	PARK ST	S KELSEY ST
179TH AVE SE	149TH ST SE	SR 2
FRYELANDS BLVD	MAIN ST	152ND ST SE
MONROE ST	S KELSEY ST	ACCESS RD
TESTER RD	167TH AVE SE	MAIN ST
ALDEN AVE	LAWRENCE ST	JOHNSON LN
ALLEY	N KELSEY ST	POLK LN
POLK LN	W HILL ST	ACCESS RD
KIRBY DR	W MAIN ST	W COLUMBIA ST
LAWRENCE ST	WEST END	ALDEN AVE
149TH ST SE	173RD AVE SE	175TH AVE SE
174TH AVE SE	152ND ST SE	149TH ST SE
TYE ST SE	FRYELANDS BLVD SE	169TH DR SE

318 Fund	Project Budget	Committed Costs	Spent To-Date	Anticipated Remaining
Design	30,000	3,830*	3,830	0
R/W	0	0	0	0
Construction	1,532,500	1,772,954**	1,389,751	0

*Harmsen on-call land surveying services contract in the amount of \$3,830.

**Construction contract (\$1,377,462), plus 20% contingency allowance (\$275,492)

**Construction material testing on-call task to Geotest for \$21,000.

**Inspection services contract to Exeltech for \$99,000

GRANTS

The City actively pursues other sources of project funding through grants. Grants sources include State and Federal resources and help defray the cost of maintaining and improving the City of Monroe's infrastructure. The following is a summary of grant activity that Public Works has received.

<u>Active Grants:</u>	<u>Grant Amount</u>	<u>Description</u>
Sidewalk Railroad Crossing	\$244,500	Fryelands Blvd & 179 th Ave SE sidewalks
Chain Lake Rd Shared Path		Extend the concrete sidewalk to Brown Rd.
	\$173,000	Design
	\$488,725	Right-of-Way Acquisition
	\$1,515,692	Construction
US-2 Shared Use Path	\$90,250	Add US2 sidewalk alongside Fairgrounds
N. Madison St.	\$1,299,625	Separate stormwater from the sewer
Blueberry Lane Stormwater	\$2,633,250 +	Repair aging stormwater infiltration system
	\$877,750 (Loan)	

Grants									
Status	Project	Agency	Program	Ask	Date	Recommended	Date	Awarded	Date
Awarded	US2 Sidewalk Extension	PSRC	CMAQ	\$ 90,250	4/26/2016	\$ 90,250	12/27/2016	\$ 90,250	12/27/2016
Recommended	US2 Sidewalk Extension	WSDOT	Ped-Bike Program	\$ 432,500	5/11/2018	\$ 432,500	6/8/2018	\$ 432,500	10/31/2018
Encumbered	Chain Lake Rd Trail Extension	PSRC	CMAQ	\$ 2,432,867	4/22/2016	\$ 1,515,692	11/4/2016	\$ 1,515,692	12/27/2016
Encumbered	Chain Lake Rd Trail Extension	PSRC	CMAQ	\$ 661,725	4/23/2014	\$ 583,527	1/15/2016	\$ 583,527	1/15/2016
Closed	2018 LED Lighting upgrades	TIB	Relight Washington	\$ 11,345	3/1/2018	\$ 11,345	3/2/2018	\$ 11,345.00	4/17/2018
Closed	Main Street Grind/Overlay	TIB	APP	\$ 518,000	8/18/2017	\$ 440,000	11/22/2017	\$ 440,000	1/18/2018
Closed	Fryelands Blvd Grind/Overlay	TIB	APP	\$ 444,800	8/13/2018	\$ 444,800	12/11/2018	\$ 444,800	12/11/2018
Awarded	N. Madison Street Combined Sewer Separation	DOE	SFAP	\$ 1,290,108	10/20/2016	\$ 1,299,625	3/6/2018	\$ 1,299,625	6/25/2019
Awarded	Blueberry Lane Stormwater Repair	DOE	SFAP	\$ 2,633,250	10/12/2018	\$ 2,633,250	1/18/2019	\$ 3,511,000	6/28/2019
Awarded	179th Ave Sidewalks	PSRC	CMAQ	\$ 634,650	5/11/2018	\$ 634,650	6/8/2018	\$ 634,650	10/31/2018

GRANT SUMMARY TABLE

Monroe Emergency Management Office

Initiatives

- Updating Monroe's Hazard Mitigation Plan as part of a multi-jurisdictional effort heading by the Snohomish County Department of Emergency Management.
- Working with the Tri-County Violence Prevention and Response Program to participate in a series of drills and exercises regarding a complex coordinated terrorist attack.

Incidents

- 12/19 – 12/22 Minor flooding on Skykomish River
- 12/31 – 01/02 Minor flooding on Skykomish River

Training/Meetings Attended

- 11/12 Chaired Snohomish County Department of Emergency Management Advisory Board meeting.
- 12/05 Attended Emergency Operations Center/Incident Commander for Complex Coordinated Terrorist Attacks training.
- 12/10 Attended Snohomish County Emergency Managers meeting



MONROE THIS WEEK

January 17, 2020 • Vol 6/Edition 2



Thank you for reading Monroe This Week. Learn what is happening and has happened during the week. Please contact me with any and all feedback regarding the articles below. I can be reached at gthomas@monroewa.gov.

Yours in Service,

A handwritten signature in black ink, which appears to read "G. Thomas".

Mayor Geoffrey Thomas

UPCOMING COUNCIL MEETING FORMAT CHANGE

Due to inclement weather and hazardous road conditions, the January 14, 2020

Regular Business Meeting of the Monroe City Council was cancelled. In order to efficiently process items requiring final action, the City Council is anticipating waiving their Rules of Procedure to allow final action at the January 21, 2020 Study Session; effectively making the Tuesday, January 21, 2020 Council meeting a Regular Business Meeting. The agenda can be found online at <https://www.monroewa.gov/agendacenter>.

MARTIN LUTHER KING JR. DAY PROCLAMATION

A Proclamation was issued on Friday, highlighting January 20, 2020, as Dr. Martin Luther King Jr. Day in the City of Monroe. I encourage Monroe's residents to remember the profound contributions Reverend Dr. Martin Luther King, Jr. made; and challenge everyone to strive for peace, justice, and opportunity for all.



Read the complete proclamation [here](#).

JESSICA NESS COURT APPOINTMENT

In November last year, Judge Rozzano accepted a new position as a judge for the City of Bothell's municipal court. Monroe had the opportunity to interview three excellent candidates to succeed Judge Rozzano. I am pleased to announce that Jessica Ness has accepted our offer to serve as Monroe's next municipal court judge. On January 21st, the City Council will consider taking action to confirm her appointment to this position. Jessica Ness has been serving as a judge pro tem since 2012 and has served as a deputy prosecuting attorney in the Snohomish County Prosecuting Attorney's Office. I feel she will be a fair and effective judge for our community.



Read more about her [here](#).

SNOW RESPONSE EFFORTS

I would like to give a big thank you to the City of Monroe Public Works Operations and Maintenance crews for their snow response efforts during this recent weather event.

Throughout this event, multiple plows, along with de-icing equipment, were used around the clock to help make

our roads as drivable and safe as possible. As a reminder, priority plowing routes are designated based upon traffic volume and emergency response routes. Once priority routes are clear, the City will make every effort to clear local and residential streets.



I would also like to thank property owners for their snow removal efforts allowing for clear sidewalks as a safe alternative to driving in inclement weather.

TAKE THE NEXT STEP SANDWICHES

Thank you to the City employees who were able to help make meals for Take The Next Step this week.

Over the year, volunteers in our community give over 18,000 total hours of time to help prepare and serve 17,000 meals to our hungry neighbors.



UPCOMING COUNCIL MEETING

The Tuesday, January 14, 2020 City Council Meeting was CANCELLED due to inclement weather. The next regularly-scheduled meeting is Tuesday, January 21, 2020.

[Council Agendas/Minutes](#)

UPCOMING EVENTS

1/20
City Hall Closed
Martin Luther King Jr. Day

[View All Events](#)

YEAR-TO-DATE COMPARISONS

View all the City of Monroe year-to-date comparisons [here](#).

CITY COUNCIL MEMBERS



Mayor
Geoffrey Thomas



Councilmember
Kevin Hanford



Councilmember
Ed Davis



Councilmember
Patsy Cudaback



Councilmember
Kevin Hanford



Councilmember
Jim Kamp



Councilmember
Jeff Rasmussen



Councilmember
Kirk Scarboro

Have a question for your Councilmembers?
Contact them at councilmembers@monroewa.gov

