



MONROE CITY COUNCIL

Regular Business Meeting
Tuesday, March 9, 2021, 7:00 PM
Zoom Online Meeting Platform

Mayor
Geoffrey Thomas

Councilmembers
Heather Rousey, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Ed Davis; Jason Gamble;
Jeff Rasmussen; & Kirk Scarboro

Page

1. CALL TO ORDER

1.1. Virtual Participation Information:

The City Council meeting will be held virtually via Zoom Meeting. Due to the COVID-19 pandemic, and [Proclamation 20-28.14](#) issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Join Zoom Meeting:

- Click link: <https://us02web.zoom.us/j/89536855135>
- Dial in: (253) 215-8782
- Meeting ID: 895 3685 5135

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

3.1. Councilmember Rasmussen

4. 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. Three minutes will be allowed per speaker.)

If you are attending the meeting virtually (using the link or number provided above) please indicate that you would like to speak by clicking “raise hand” and the Mayor will call on attendees to speak at the appropriate time. If you are joining by phone, dial *9 to “raise hand.”

5. CONSENT AGENDA

5.1. City Council Meeting Minutes 02-23-2021 Becky Hasart [Agenda Bill - Meeting Minutes 02-23-2021 - Pdf](#)

4 - 8

ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES WILL BE PROVIDED UPON REQUEST.
For assistance, please contact the City Clerk’s Office at 360-794-7400 in advance of the meeting.
THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA

- 5.2. Amendment to Consultant Agreement WWTP CIP 1 for Construction Management Services - John Lande 9 - 27
[Agenda Bill - WWTP CIP 1 CM Agreement AMENDMENT NO. 2 TO CONSULTANT AGREEMENT WWTP CIP 1 - Pdf](#)
- 5.3. Monroe Boys and Girls Club HVAC Retrofit and Improvement Project - Jakeh Roberts 28 - 37
[Agenda Bill - Monroe Boys and Girls Club HVAC - Pdf](#)
- 5.4. Resolution 003/2021 - Change of indirect control of WDH Black Rock, LLC - Rich Huebner 38 - 78
[Agenda Bill - Approve the change of indirect control of Black Rock Cable - Pdf](#)
- 5.5. Springbrook contract - Ben Warthan 79 - 94
[Agenda Bill - Springbrook Contract - Pdf](#)

6. STAFF/DEPARTMENT REPORTS

- 6.1. Community Development Department January 2021 Report - Stacy Criswell 95 - 107
[Agenda Bill - Community Development Monthly Staff Report - Pdf](#)
- 6.2. Public Works February 2021 Department Report - Jakeh Roberts 108 - 114
[Agenda Bill - Public Works Department Report - Pdf](#)
- 6.3. Emergency Management Report - Brad Feilberg 115 - 116
[Vaccine Data - Received, Allocated & Administered COVID-19 Data - Case Count](#)
- 6.4. Parks Department February 2021 Report - Mike Farrell 117 - 125
[Agenda Bill - February 2021 Parks Department Report - Pdf](#)
- 6.5. CAI Park Recreation and Open Space Plan Demographic Analysis - Mike Farrell 126 - 134
[Agenda Bill - Staff Report CAI Demographic Analysis for PROS Plan - Pdf](#)

7. COUNCILMEMBER REPORTS

- 7.1. Public Safety Committee Report - Councilmember Davis, Chair

8. MAYOR/ADMINISTRATIVE REPORTS

- 8.1. City Administrator Update - Deborah Knight 135 - 136
[Extended Agenda](#)
- 8.2. Mayor's Update 137 - 147
[Monroe This Week - Volume 7 Edition 8](#)

9. EXECUTIVE SESSION

- 9.1. To discuss Potential Litigation with Legal Counsel Pursuant to [RCW 42.30.110\(1\)\(i\)](#)
- 9.2. To discuss Pricing of Property Pursuant to [RCW 42.30.110\(1\)\(c\)](#)

10. ADJOURNMENT

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

11. CLOSED SESSION

- 11.1. Collective Bargaining discussion pursuant to RCW [42.30.140\(4\)\(a\)](#)



AGENDA BILL

Meeting Date: March 09, 2021

Staff Contact: Becky Hasart, Finance
Director/Interim City Clerk

Department: Clerk

SUBJECT: City Council Meeting Minutes 02-23-2021

REQUESTED ACTION:

Move to approve the meeting minutes for the 02/23/2021 City Council meeting through approval of the consent agenda.

POLICY CONSIDERATIONS:

n/a

DESCRIPTION/BACKGROUND:

n/a

FISCAL IMPACTS:

n/a

TIME CONSTRAINTS:

n/a

ALTERNATIVES TO REQUESTED ACTION:

n/a

ATTACHMENTS:

[MCC Minutes 02-23-2021](#)



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MINUTES

CALL TO ORDER

The City Council meeting was held virtually via Zoom. Due to the COVID-19 pandemic, and Proclamation 20-28 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Mayor Thomas called the meeting to order at 7:02 p.m.

ROLL CALL

Councilmembers present:
Rousey, Hanford, Davis, Gamble, and Scarboro

Councilmembers Cudaback and Rasmussen were excused with no objections.

Staff present:

Knight, Hasart, Swanson, Feilberg, Warthan, Jolley, Criswell, Roberts, Peterson, Huebner, Christian, Marrero, City Attorney Lell, Economic Development Consultant Palmer

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Scarboro.

ANNOUNCEMENTS/PRESENTATIONS

- 4.1. Mayor Thomas read a Proclamation declaring March Women's History Month and March 8th International Women's Day (proclamation included in packet materials).
- 4.2. Ms. Carrie Parker, Assistant Director for Prevention Services with Snohomish Health District, presented information about the Health District and its recent activities (PowerPoint included in packet materials).

Mayor Thomas expressed his appreciation for the update and thanked the District for all the work being done around vaccinations.

PUBLIC HEARING – Ordinance No. 001/2021, Amending Monroe Municipal Code Chapters 22.14, 22.26, and 22.42, Zoning Map Amendment, and Amending the North Kelsey Plan Design Guidelines; Public Hearing and Final Reading.

Ms. Marrero gave an overview via PowerPoint (included in packet materials) regarding the proposed ordinance after which Mayor Thomas opened the public hearing.

There were no public comments received.

Councilmember Scarboro asked about the agency comment received on this matter. Ms. Marrero stated it was from Snohomish County Parks regarding noise from the fairgrounds. This comment was not relevant for tonight's action but would become more relevant when development occurs.



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Motion: Move to close the public testimony portion of the public hearing. Councilmember Scarboro moved. Councilmember Hanford seconded. Motion passed 5-0.

Motion: Move to close the public hearing. Councilmember Scarboro moved. Councilmember Hanford seconded. Motion passed 5-0.

Motion: Move to accept as final reading Ordinance No. 001/2021, amending Monroe Municipal Code Chapters 22.14, 22.26, and 22.42, Zoning Map Amendment, and amending the North Kelsey Plan Design Guidelines; setting forth legislative findings; providing for severability; and establishing an effective date. Councilmember Scarboro moved. Councilmember Hanford seconded. Motion passed 5-0.

PUBLIC COMMENTS

There were no comments from the public.

CONSENT AGENDA

- 7.1. City Council Meeting Minutes for 02/02/2021
- 7.2. City Council Meeting Minutes for 02/09/2021
- 7.3. City Council Meeting Minutes for 02/16/2021
- 7.4. AP/ACH Payment Approvals 02/09/2021
- 7.5. AP/ACH Payment Approvals 02/16/2021
- 7.6. Interlocal Agency Agreement for public works mutual aid during a local agency emergency.
- 7.7. Approval of Council Committee Workplans for 2021
- 7.8. Approval of Request for Proposal (RFP) for the 2021 Human Services Needs Assessment
- 7.9. Adopt 2022-2027 Transportation Improvement Plan (TIP)

Motion: Move to approve the consent agenda. Councilmember Hanford moved. Councilmember Rousey seconded. Motion passed 5-0.

NEW BUSINESS

There was no new business this evening.

COUNCILMEMBER REPORTS

Councilmember Hanford provided a report about the recent Legislative Affairs Committee meeting.

Councilmember Gamble provided a report about the recent Finance/HR Committee meeting.

Councilmember Rousey gave an update on the P3 committee meeting.

STAFF/DEPARTMENT REPORTS

- 9.1. Finance Report – Ms. Hasart presented the report as included in the meeting packet.
- 9.2. HR/IT Report – Mr. Christian presented the report as included in the meeting packet.
- 9.3. Police Department Report – Chief Jolley presented the report as included in the meeting packet. Councilmember Scarboro thanked the Chief for the report on the officers.



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- 9.4. Economic Development Report – Mr. Huebner gave an update on the Economic Development Advisory Board (EDAB) activities, updated on the City’s recent efforts related to the Paycheck Protection Plan program, and informed about the change in publisher for the City’s Choose Monroe magazine, expected to be distributed during April. Mr. Palmer reviewed the contents of the Economic Development newsletter as provided in the packet materials.

MAYOR/ADMINISTRATIVE REPORTS

City Administrator Update. Ms. Knight reviewed the extended agenda as presented in the meeting packet. Ms. Knight inquired about cancelling the March 2, 2021 Council Study Session.

Motion: Move to cancel the March 2, 2021 City Council Regular Study Session. Councilmember Scarboro moved. Councilmember Hanford seconded. Motion passed 5-0.

Ms. Knight provided an update regarding a Hospitality Task Force. This task force will consist of chefs and restaurant owners to help the City be able to accommodate and encourage more restaurants to locate here. Ms. Knight also updated on Imagine Monroe activities to date.

Ms. Knight provided a legislative update to include information on cut off schedules and information on the status of House Bill (HB) 1054 Police Tactics and Equipment and HB 1203 Police Oversight Boards. Ms. Knight outlined the amendments made to date on HB 1203. Ms. Knight also mentioned HB 1152 which proposes changes to how public health is provided in the state. The Association of Washington Cities is monitoring this bill closely.

Ms. Knight referred to the IT staff report and highlighted that many of the current projects being completed were necessitated by the 2020 COVID mitigation efforts and paid for with the City’s CARES Act allocation. Mr. Knight thanked Mr. Warthan and Mr. Christian and all those involved with IT for their hard work.

Councilmember Scarboro inquired about HB 1091 regarding greenhouse gas emissions. Staff did not have an update but will follow up on this issue.

Mayor Thomas invited Mr. Feilberg to provide an Emergency Management Report at this time. Mr. Feilberg gave an update on vaccination efforts as of February 20th: 92,235 vaccines had been distributed in the County of which 28,694 of those have had both shots. Case rates have declined to 119 per 100,000 and hospital utilization rates continue improving. Mr. Feilberg also informed that Pharm A Save was partnering with the Monroe Senior Center to assist seniors with obtaining their vaccinations.

Mayor’s Report. Mayor Thomas provided information about last week’s Mayor’s meeting. The group, to include County Councilmember Sam Low, has signed and sent a letter to the state legislature advocating for Highway 522 improvements. A letter will also be sent to our federal delegation.

Mayor Thomas attended last Thursday’s Community Human Services Advisory Board (CHSAB) meeting. He praised the board for doing a great job in helping those in need in our community and expressed appreciation to the Council for its support of this board and appreciation for the staff’s work in supporting the CHSAB.



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ADJOURNMENT

Motion: Move to adjourn. Councilmember Hanford moved. Councilmember Scarboro seconded. Motion passed 5-0.

MEETING ADJOURNED: 8:30 p.m.

Geoffrey Thomas, Mayor

Rabecca R. Hasart, Interim City Clerk



AGENDA BILL

Meeting Date: March 09, 2021

Staff Contact: John Lande, Water & Sewer
Operations Manager

Department: Public Works

SUBJECT: Authorize Mayor to Execute Amendment to Consultant Agreement WWTP CIP 1 for Construction Management Services.

PREVIOUS DISCUSSION:

02/12/2019, 4/28/2020, 09/08/2020

REQUESTED ACTION:

Move to Authorize the Mayor to Sign Amendment No. 2 To Consultant Agreement WWTP CIP 1 with Kennedy Jenks for Construction Management Services not to exceed \$384,590; and expressly authorize minor revisions to the extent deemed necessary or appropriate.

POLICY CONSIDERATIONS:

In accordance with Section 4.10 d) of the City of Monroe Procurement Policy, services contracts greater than \$50,000 require council approval.

DESCRIPTION/BACKGROUND:

Description:

The waste water treatment plant upgrade project CIP-1 will require specific technical engineering services that city staff cannot provide during the pre-construction and construction phases.

The provided scope and fee for engineering services and bid support (new Exhibit H and Exhibit C-1) for the pre-construction and construction phases of this project was developed in accordance with the option contained in the consultant agreement for project design which was authorized by the City Council on April 28, 2020.

The consulting engineers, Kennedy Jenks, has completed the design phase of the project. The anticipated date to advertise for construction bids is the end of March, 2021.

Background:

The wastewater treatment plant is required to comply with the conditions contained in the National Pollutant Discharge Elimination System (NPDES) permit issued by the Washington State Department of Ecology. The City's wastewater NPDES Permit was renewed on October 31, 2019.

The current permit contains new, more stringent final effluent pH requirements. The existing treatment operation cannot consistently or reliably meet the new pH limits. Therefore, the Department of Ecology has given the City a timeline to complete a series of submittal items which ultimately lead to the construction of facilities to achieve compliance. The submittal items status and timeline are as follows:

| Submittal | Due Date | Status |
|-----------------------------|------------|-----------|
| Draft pH Engineering Report | 12/31/2019 | Completed |
| Design and Specifications | 12/31/2020 | Completed |
| CIP 1 Completion | 12/31/2022 | Pending |
| New pH Limits Enforced | 01/01/2023 | |

History:

The CIP 1 Engineering Report was submitted to Ecology in December, 2019 Kennedy Jenks Consultants have completed the WWTP Engineering Report. The report identified the methods and systems to address the pH treatment contained in this project (CIP-1).

The design includes:

- New magnesium hydroxide system to include storage and metered pumping
- Aeration Basin baffling on two aeration basins
- Optimization of the mixed liquor recirculation pumping system with the addition of a nitrate probe
- New RAS sodium hypochlorite addition system will be added to aid in filamentous control
- New sodium hydroxide chemical storage and metered feed system will be added to plant effluent.

FISCAL IMPACTS:

Expenditures for this project occur in multiple years as shown in the table below:

| Project Phases | 2020 Cost | 2021 Estimate | Estimated Project Cost |
|--|------------------|--------------------|------------------------|
| CIP-1 Design | \$199,886 | | \$199,886 |
| CIP-1 Design Amendment 1 | \$106,093 | | \$106,093 |
| CIP-1 Design Amendment 2 - Construction Management (the subject of the agenda bill) | | \$384,590 | \$384,590 |
| <i>CIP-1 Construction Cost Estimate (actual construction bid to be presented to council for award later this spring)</i> | | \$1,139,431 | \$1,139,431 |
| Total | \$305,979 | \$1,524,021 | \$1,830,000 |

The approved 2021 Budget includes \$1,630,000 for this project in Fund 422.

TIME CONSTRAINTS:

The deadline to complete construction of the CIP-1 project is per the City's current NPDES permit. Moving forward with construction this spring is critical to the completion of the project by the end of December, 2022.

Engineering services during construction is critical during bid review and construction because of the technical nature of the project. Not awarding the contract at this time could cause the weather dependent portions of the construction project to not be completed by the regulatory deadline.

ALTERNATIVES TO REQUESTED ACTION:

1. Decline to execute the agreement and seek proposals from additional consulting firms to provide the necessary services. This alternative will result in risk to the city in its sewer infrastructure and project completion timing. If the project does not meet the completion timeline the city may receive fines from the Washington State Department of Ecology for NPDES non-compliance.

ATTACHMENTS:

[Consultant Agreement Amendment No 2 New](#)

AMENDMENT NO. 2
TO CONSULTANT AGREEMENT
WWTP CIP 1 DESIGN

THIS AMENDMENT No.2 TO CONSULTANT AGREEMENT (“Amendment”) made and entered into as of the 24th day of February, 2021, amends that certain Consultant Agreement (“Consultant Agreement”) dated April 28, 2020, by and between the City of Monroe, a Washington municipal corporation (“City”), and Kennedy/Jenks Consultants, Inc., (“Consultant”).

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

Exhibit H – SCOPE OF WORK added. The Consultant Agreement is hereby amended by the addition of a new Exhibit H as provided herein. This Scope of Work allows for the Construction Management of the project from advertisement through completion of the construction.

Exhibit C-1 - added. – The Consultant Agreement is hereby amended by the addition of a supplemental fee schedule as provided herein. The supplemental fee schedule, set forth in Exhibit C-1, shall cover services for project for Project Management and Quality Assurance to include Bid Support, Submittal Review, Document Management, Construction Observations and Onsite Support for the WWTP CIP 1 Design Project.

Maximum Amount Payable amended. The maximum amount Payable set forth on the cover page of the Consultant Agreement is hereby increased to a new total of \$690,569.00 to cover the additional services identified in Exhibit H. The cover page of the Consultant Agreement, as amended herein, is attached to this amendment No. 2.

The modifications identified above are attached hereto and incorporated herein by this reference as if set forth in full.

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

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

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

CONSULTANT:
KENNEDY/JENKS CONSULTANTS, INC.

CITY OF MONROE:

By: _____

Geoffrey Thomas, City Mayor

Title: _____

ATTEST/AUTHENTICATED:

Rabecca R. Hasart Interim City Clerk

CONSULTANT AGREEMENT

| | |
|--|--|
| <p>PROJECT TITLE AND 1 IDENTIFICATION NUMBER</p> <p>WWTP CIP 1 Design M2020-0022</p> | <p>WORK DESCRIPTION 2</p> <p>Bid Documents, Bid Support, ESDC, and Construction Observations and Onsite Support for the WWTP CIP 1 Design Project.</p> |
| <p>CONSULTANT 3</p> <p>Kennedy/Jenks Consultants, Inc. 32001 32nd Avenue S., Suite 100 Federal Way, WA 98001</p> | <p>CONSULTANT CONTACT NAME, 4 ADDRESS AND TELEPHONE NO.</p> <p>Christopher Stoll 206-753-3412 chrisstoll@kennedyjenks.com</p> |
| <p>FEDERAL I.D. NO. 5</p> <p>94-2147007</p> | <p>BUDGET OR FUNDING SOURCE 6</p> <p>422-000-120-594-35-65-00</p> |
| <p>PROJECT ADMINISTRATOR NAME, 7 ADDRESS AND TELEPHONE NO.</p> <p>John Lande Water & Sewer Operations Manager City of Monroe 806 West Main Street Monroe, WA 98272 360-863-4542</p> | <p>MAXIMUM AMOUNT PAYABLE, IF 8 ANY</p> <p>Originally Contract: \$199,886.00</p> <p>Amendment #1 Additional Fee: \$106,093.00</p> <p>Amendment #2 Additional Fee: \$384,590.00</p> <p>New Total: \$ 690,569.00</p> <p>** City of Monroe Business License required to received Notice of Proceed **</p> |
| <p>COMPLETION DATE 9</p> <p>December 31, 2022</p> <p>Council action September 8, 2020 Kennedy/Jenks additional Scope/Budget Signed by Mayor Geoffrey Thomas on</p> | <p style="text-align: right;">10</p> <p><input type="checkbox"/> Lump Sum</p> <p><input type="checkbox"/> Cost Plus a Fixed Fee</p> <p><input type="checkbox"/> Schedule Rate/Time and Materials</p> <p><input checked="" type="checkbox"/> Time and Materials/Not to Exceed</p> |

| | |
|--------------------|--|
| September 11, 2020 | |
|--------------------|--|

EXHIBIT H

SCOPE OF WORK (Amendment No.2)

Project Title: CIP 1 – pH AND FILAMENT CONTROL - Bid Documents, Bid Support, ESDC, and Construction Observations & Onsite Support

Background:

The City of Monroe, Washington (City) owns, operates, and maintains a municipal wastewater treatment plant (WWTP) and wastewater collection system. The WWTP is a secondary wastewater treatment plant implementing a Modified Ludzack-Ettinger process with UV disinfection, aerobic digestion, belt press dewatering, and utilizing contract hauling and application of the City’s biosolids to a Beneficial Use Facility. The WWTP has a design capacity of 2.84 MGD Maximum Month Design Flow (MMDF). The original primary treatment plant was built in the early 1950’s with the modification to secondary treatment in 1976. Major facility upgrades occurred in three phases: mid-1990s (Phase I), early 2000s (Phase II), and early 2010s (Phase III). Additional facility improvements have been made over the years including, digester blower replacement, aeration basin blower replacement, aeration basin diffuser upgrades, odor control scrubber modifications, WAS thickening and secondary clarifier modifications under the Energy Conservation Projects through the Washington State Department of Enterprise Services program.

The NPDES permit for the WWTP was revised in 2018 to include more stringent pH limits with the implementation schedule outlined below. The City is interested in implementing process improvements to increase treatment reliability in compliance with the implementation schedule. The City is interested in the procurement of a Contractor to construct the improvements.

Table 1: pH-Specific NPDES Permit Compliance Schedule

| Tasks | Date Due |
|--|----------------------------------|
| 1 Submit an Engineering Report according to the requirements of WAC 173-240-060 for facility improvements, including those necessary to meet the final effluent limits for pH | December 31, 2019 (Completed) |
| 2 Submit Plans and Specifications according to the requirements of WAC 173-240-070 for any facility improvements needed to meet final effluent limits for pH. | December 31, 2020 (Completed) |
| 3 Complete construction and installation of facilities and equipment necessary to maintain compliance with final effluent limits for pH. Submit a Declaration of Construction of Water Pollution Control Facilities (WAC 173-240-090). | December 31, 2022 |

Proposed improvements as detailed in the design documents include:

- Upgraded Magnesium Hydroxide Feed System: Replace the existing magnesium hydroxide feed system with a system that provides

greater reliability and improved operation and control of pH buffering within the biological system.

- Secondary Effluent Sodium Hydroxide Feed System: Add a system to feed sodium hydroxide into the secondary effluent as a pH control back-up.
- Baffling of Aeration Basins: Add baffles in the existing aeration basins to allow tapered aeration for a reduction of dissolved oxygen in the mixed liquor recycle to improve denitrification and associated alkalinity recovery and yield energy savings.
- Permanent Return Activated Sludge Chlorination: Add a chlorination system to the return activated sludge (RAS) system for improved filament control and sludge settleability.
- Mixed Liquor Return Optimization: The existing pump speed will be controlled to pace with flow using a user defined pump curve or will modulate pump speed directly based upon the signals from a new nitrate probe, which will improve denitrification and biological alkalinity recovery with either mode. The existing pump will also be replaced with a new pump to allow for a redundant shelf spare.

This scope of services includes the following tasks:

- Task 3 – Project Management and Quality Assurance/Quality Control
- Task 4 - Bid Document Preparation and Approvals
- Task 5 - Bid Support
- Task 6 – ESDC - Construction Meetings and Site Visits
- Task 7 – ESDC - Submittal Review
- Task 8 – ESDC - RFIs, Design Modifications and Change Order Support
- Task 9 – ESDC - Document Management System
- Task 10 – ESDC - Document Management
- Task 11 – ESDC - Record Drawings
- Task 12 – MANAGEMENT RESERVE FUND - Construction Observations and On-site Support

This scope of services assumes that the City will lead the bidding process, provide full-time construction management, and facilitate communication between the Contractor and the CONSULTANT.

Task 3 – Project Management and Quality Assurance and Quality Control

CONSULTANT will manage the project with regards to scope compliance, budget control, timeline adherence, project team / subcontractor coordination, and quality reviews.

CONSULTANT Services:

- Develop Project Plan and Project Setup

- Prepare Subcontractor Agreements
- Health and Safety Plan Development
- Team Oversight
- Budget Tracking and Monthly Invoicing
 - Invoices will include a summary of monthly activities
- Change Management
 - Project Manager will monitor project and use tools such as resource allocation, budget reallocation, and schedule reconfiguration to manage the overall delivery of the project within the timelines and budgets. PM will contact the City to discuss any changes that impact deliverables and deadlines.
- Project status phone calls will be held with the City’s project manager.
- QA/QC
 - Quality Plan development – at beginning of project
 - Internal ‘concept and criteria review’ meeting to provide direction to team
 - Quality reviews of deliverables prior to submittal to City

City Responsibilities:

- Participate in status phone calls.
- Provide input related to any changes to budget, schedule, etc.
- Make decisions based upon CONSULTANT’s analyses.
- Provide CONSULTANT with feedback if anything is not going to the City’s satisfaction.

Assumptions:

- Assumptions regarding project management services assume that the project activities detailed in this scope occur over a 10-month period (45 weeks). However, the amendment will extend the contract duration through 31 December 2022 to allow for support to the City through the regulatory deadline noted in Table 1 above.
- Invoices will be sent monthly.
- Project status phone calls will be monthly for 1 hour.

Deliverables:

- Invoices and status letters

Task 4 – Bid Document Preparation and Approvals

CONSULTANT will assist the City to prepare bid documents and obtain approvals.

CONSULTANT Services:

- Prepare submittals for submission to the City’s Building Department from the design documents (version Detailed Design/Permit Set) dated November 2020, including incorporation of their comments.
- Prepare submittals for submission to the Washington State Department of Ecology from the design documents (version Detailed Design/Permit Set) dated November 2020, including incorporation of their comments.
- Prepare final bid documents

City Responsibilities:

- Submit documents to the City’s Building Department and to the Washington State Department of Ecology.

Assumptions:

- One submission to City’s Building Department to obtain final approval.
- One submission to Washington State Department of Ecology to obtain final approval.

Deliverables:

- Addenda (Electronic, PDF and MS Word formats).

Task 5 – Bid Support

CONSULTANT will support the City through the bidding process.

CONSULTANT Services:

- Virtually/remotely attend the pre-bid/proposal conference.
- CONSULTANT shall prepare addenda during the bid period to clarify the design documents, with distribution of all addenda by the City. CONSULTANT shall also provide answers to written questions submitted to the City by bidders and provided in writing to CONSULTANT. Contract requirements which are changed as a result of questions and answers will be included in the issued addenda.
- CONSULTANT shall evaluate the bid results for the lowest construction bid package received and provide written recommendation to the City concerning award of the contract.

City Responsibilities:

- Advertise project.
- Organize, prepare the agenda, and conduct the pre-bid/proposal conference and site tour(s) for the construction contractors to allow acquaintance of

potential contractors with the work for the Project. A meeting summary will be prepared to document the questions, comments, and responses provided during the pre-bid conference and site visit(s).

- Administer call for bids and bidding process including distribution of bid sets to prospective bidders, receiving and distributing bidder inquiries, and maintaining the planholders list.
- Provide CONSULTANT with bidder’s questions and provide input as needed for answers to the questions.
- Assembly of bid items into addendum and distribution to the planholders.
- Provide bid review and prepare bid tabulation summary.
- Prepare and distribute the notice of intent to award.

Assumptions:

- It is assumed that CONSULTANT shall prepare up to two (2) addenda.
- Level of effort does not include a bid protest.
- Conformed drawings and specifications are not included in the level of effort.

Deliverables:

- Addenda (Electronic, PDF and MS Word formats).

Task 6 – ESDC - Construction Meetings & Site Visits

The CONSULTANT will assist the City by attending meetings and conducting site visits.

CONSULTANT Services:

- CONSULTANT will attend the following number of construction meetings:

| Meeting | KJ | BHC |
|-----------------|-----------|------------|
| Preconstruction | 1 | 1 |
| Weekly | 30 | 10 |
| Other | 2 | 2 |

- CONSULTANT will perform the following number of site visits:

| Site Visits | KJ | BHC |
|---------------------------------------|-----------|------------|
| As-needed | 4 | 3 |
| Final Site Walk/Punchlist Development | 1 | 1 |

City Responsibilities:

- Provide full-time construction management and facilitate communication between the Contractor and the CONSULTANT.
- Prepare the punch list and submit to the Contractor for their action or correction prior to construction close-out activities.

Assumptions:

- Duration of construction is assumed to be 30 weeks.
- All meetings will be led by the City or the Contractor except for the preconstruction meeting. CONSULTANT will lead the preconstruction meeting.
- CONSULTANT will prepare notes for the preconstruction meeting.
- All meetings will include attendance by 2 consultants and will be 1 hour in duration. The exception is the Preconstruction Meeting which will have 3 consultants attending and will be 2 hours in duration.
- Meetings will be held virtually.
- Site visits are assumed to last 1 hour with up to 3 consultants attending.
- Travel to and from the site is assumed to be 1.5 hours each way.

Deliverables:

- Field notes from site visits.
- Meeting notes for the pre-construction meeting.

Task 7 – ESDC - Submittal Review

The CONSULTANT will assist the City during the submittal review process.

CONSULTANT Services:

- CONSULTANT will review submittals for general conformance with the bid documents.

City Responsibilities:

- None.

Assumptions:

- CONSULTANT will review up to 35 technical submittals and up to 15 non-technical submittals. A resubmittal rate of 50-percent is assumed. Submittal and resubmittal review is assumed to take up to 5 hours each.

Deliverables:

- Submittal review comments.

Task 8 – ESDC - RFI, Design Modification and Change Order Support

The CONSULTANT will assist the City with RFI, design modifications, and change order support.

CONSULTANT Services:

- CONSULTANT will review and provide responses to RFIs.
- CONSULTANT will prepare design modifications to the plans and specifications where required or requested by the City.
- CONSULTANT will review change orders and provide comments to the City.

City Responsibilities:

- Be the lead entity for the change order process.

Assumptions:

- A total of 282 hours for support is assumed. The budget is based on the following: 50 RFIs at 3 hours each; 10 design modifications at 10 hours each; and 4 change orders at 8 hours each.

Deliverables:

- RFI responses, Design Modifications and Change Order comments.

Task 9 – ESDC - Document Management System

The CONSULTANT will set-up and maintain a document management system.

CONSULTANT Services:

- Establish and maintain a document management system.
- Provide initial training to the City and Contractor focused on accessing and using the document management system.
- Provide periodic technical support to the City.

City Responsibilities:

- Utilize document management system.

Assumptions:

- Microsoft Teams will be utilized for document management.

- A total of 18 hours is budgeted.

Deliverables:

- Copy of documents stored on the document management system in electronic format provided during project close-out.

Task 10 – ESDC - Document Management

The CONSULTANT will provide document management services.

CONSULTANT Services:

- Management of the submittal review process includes tracking submissions from Contractor, maintaining a submittal tracking log, and communicating with the City and the Contractor.
- Management of the RFI review process includes tracking submissions from Contractor, maintaining an RFI tracking log, and communicating with the City and the Contractor.
- Management of design modifications includes maintaining a design change log and communicating with the City and the Contractor.
- Management of the change order process includes maintaining a change order log and communicating with the City and the Contractor.

City Responsibilities:

- Utilize document management system.

Assumptions:

- Document management services are assumed at a rate of 4 hours per week for the duration of the construction period (assumed at 30 weeks).

Deliverables:

- Document tracking logs.

Task 11 – ESDC - Record Drawings

The CONSULTANT will prepare record drawings.

CONSULTANT Services:

- Prepare Record Drawings based on redline as-builts from the Contractor.

City Responsibilities:

- Review redline as-builts from the Contractor for completeness and accuracy.

Assumptions:

- A total of 100 hours (2 hours per drawing) for support is budgeted.
- CONSULTANT will notify the City if additional hours are needed for this task.
- Redline as-builts from the Contractor will be legible and adjudicated from conflicting redlines.
- Record Drawings will not be sealed and signed.

Deliverables:

- Record Drawings in electronic and native versions. This is assumed to be PDF and AutoCAD files. Hard copies will not be provided.

**Task 12 – MANAGEMENT RESERVE FUND - Construction
Observation and Onsite Support**

The CONSULTANT will assist the City by providing construction observation and onsite support during observation days.

CONSULTANT Services:

- Conduct construction observations and prepare field notes.
- Provide administrative support to the City and the Contractor during weekly construction meetings.

City Responsibilities:

- Provide full-time construction management and facilitate communication between the Contractor and the CONSULTANT.

Assumptions:

- Duration of construction is assumed to be 30 weeks.
- CONSULTANT will perform construction observation at a frequency of 2 days a week.
- Weekly construction meetings will be led by the City or the Contractor.
- CONSULTANT will compile notes for the construction meetings.
- Construction meetings are assumed to be 1-hour in duration.
- All weekly construction meetings will be conducted on-site in a manner consistent with the most current public health guidelines.
- All weekly construction meetings will be conducted on the days when observation is taking place.
- Observations are assumed to be 4 hours in length with 1 consultant present.
- Travel to and from the site is assumed to be 1.5 hours each way.

- No observations will take place outside of normal business hours from 8:00 AM to 5:00 PM on weekdays.

Deliverables:

- Field notes from construction observations.
- Meeting notes for the weekly construction meetings.

EXHIBIT C-1

FEE SCHEDULE

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FEE SCHEDULE

Client Name: City of Monroe
Project Name: Monroe WWTP CIP 1 p
(2097002*00)
Date: 2/23/2021

| Task Description | Task Level Costs | Key Assumptions |
|---|-------------------------|---|
| Task 3 - Project Management and QA/QC | \$50,671 | Project duration is 10 months |
| Task 4 - Bid Document Preparation & Approvals | \$25,402 | |
| Task 5 - Bid Support | \$12,614 | City leads bid process |
| Task 6 - ESDC - Construction Meetings and Site Visits | \$27,809 | Virtual weekly 1 hr meetings |
| Task 7 - ESDC - Submittal Review | \$71,951 | 50 submittals at 5 hrs/submittal |
| Task 8 - ESDC - RFIs, Design Modifications and Change Order Support | \$51,201 | Up to 50 RFIs, 10 design modifications |
| Task 9 - ESDC - Document Management System | \$3,368 | Utilize MS Teams platform |
| Task 10 - ESDC - Document Management | \$22,452 | 4 hours per week over 3 months |
| Task 11 - ESDC - Record Drawings | \$14,911 | 50 design sheets at 2 hrs/sheet |
| Task 12 - MANAGEMENT RESERVE FUND - Construction Observation and Onsite Support | \$104,211 | 2 days per week onsite construction observation |
| TOTAL | \$ 384,590 | |



AGENDA BILL

Meeting Date: March 09, 2021

Staff Contact: Jakeh Roberts, Deputy Public Works Director

Department: Public Works

SUBJECT: Authorize Mayor to Sign Contract with Trane Incorporated for the Monroe Boys and Girls Club HVAC Retrofit and Improvement Project

PREVIOUS DISCUSSION:

10/22/2019; 12/10/2019; 03/24/2020; 06/09/2020; 6/23/20

REQUESTED ACTION:

Move to award the Boys & Girls Club Project, M2021-0012, to Trane USA Inc. for \$150,477.68; authorize the Mayor to sign the Construction Contract thereto; and expressly authorize a contingency amount up to twenty percent to address further minor revisions as deemed necessary or appropriate per Section 5 of the Procurement Policies & Procedures.

POLICY CONSIDERATIONS:

Section 5 of the Procurement Policies & Procedures states that projects costing more than \$100,000 require City Council approval. Section 11.6 states that the City of Monroe may use cooperative purchasing.

DESCRIPTION/BACKGROUND:

Under RCW 35A.33, the Council as the legislative body for the City, approved an Agreement with the Department of Commerce on October 22, 2019 to accept financial support in the form of a reimbursement grant to support the Monroe Boys and Girls Club in completing a facility HVAC retrofit and improvement project.

The competitive selection process for this contract was completed through the OMNIA Partners (formerly U.S. Communities) Interlocal Cooperative Purchasing Agreement. The OMNIA Partners bidding process has been reviewed by City staff and found to be in compliance with state and local purchasing requirements.

The project scope includes installing new furnaces in the building, replacing the obsolete units in service, replacing or refurbishing existing air handler units, installing air conditioning units, and finally improving energy efficiency via the installation of a variable demand fan system.

The project is scheduled to be completed before the end of May, 2021.

FISCAL IMPACTS:

The cost for the project is not to exceed \$150,477.68 plus contingency allowed by policy. All costs for this agreement are to be reimbursed by the Washington State Department of Commerce upon completion of the agency’s submittal and approval process.

Below is a list of projects that have been completed, or are proposed for completion utilizing the \$454,720 grant award.

No match funding is required to be provided by the City of Monroe for this grant.

| Description | Status | Actual or Estimated Cost |
|--|--|---------------------------------|
| Phase I HVAC Teen Unit Repair/Relocation | Complete | \$22,057.20 |
| Roof replacement and gutter repair | Complete | \$204,370.16 |
| ADA Improvements - Ramps & Parking | Executed Contract | \$28,470 (est.) |
| Phase II - HVAC Retrofit and Improvement | The subject of this agenda bill | \$150,477.68 (est.) |
| ADA Improvements - Entrance Door Actuator Installation and Repairs | Calling for Bids | \$20,000 (est.) |
| Exterior Gym Lighting | Calling for Bids | \$4,600 (est.) |
| Change Order Reserve (5%) | Will be Utilized for Additional Project(s) if Not Used for Change Orders | \$25,744.96 (est) |
| | Total | \$454,720 |

TIME CONSTRAINTS:

Projects funded through this grant are scheduled to be completed by June 1, 2021, to remain consistent with funding availability requirements.

ALTERNATIVES TO REQUESTED ACTION:

1. Approve agreement contingent upon specified conditions.
2. Reject agreement and call for proposals from other approved vendors.

ATTACHMENTS:

[Monroe Boys and Girls Club Proposal](#)



LET'S GO BEYOND™

Trane U.S. Inc. dba Trane
 2333 158th Court NE
 BELLEVUE, WA 98008
 Phone: (206) 819-6858
 Fax: (425) 643-4314

February 10, 2021

Michael Tuomisto
 City of Monroe
 806 West Main Street
 Monroe, WA 98272.
 (425) 754-6696
 mtuomisto@monroewa.gov

Site Address:
 Monroe Boys & Girls Club
 261 Sky River Pkwy
 Monroe, WA 98272
 United States

ATTENTION: Michael Tuomisto

PROJECT NAME: Monroe Boys & Girls Club HVAC Upgrade
QUOTE NUMBER: 15-401985-21-002 **CO-OP CONTRACT NUMBER:** USC 15-JLP-023

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

EQUIPMENT LIST

| Equipment | Qty | Manufacturer | Model Number | Area Served / Asset Tag |
|----------------------------|-----|--------------|--------------|-------------------------|
| 5 ton HP, Furnace and Coil | 1 | Trane | 4TWR4060 | F-3, CU-3 |
| 3 ton HP, Furnace and Coil | 1 | Trane | 4TWR4036 | F-4, CU-4 |
| 5 ton Hp & Coil | 2 | Trane | 4TWR4060 | CU-1, CU-2 |
| | | | | |

SCOPE OF SERVICE

- Remove and dispose of two (2) existing furnaces and associated thermostats.
- Remove and dispose of existing supply and return ductwork necessary for installation of the new furnaces
- Preserve and protect all existing smoke/heat detectors for later reuse
- Preserve and protect existing housekeeping pads under units to be removed. Reuse existing concrete housekeeping pads under existing units.
- Install two (2) Trane furnaces
 - Connect new furnaces to existing furnaces to be equipped with evaporator coils and natural gas burners.
 - Install outdoor air temperature sensor and connect to on-board furnace and AHU controller
 - Install mixing box damper actuators with connection to on-board furnace and AHU controller
 - Provide and install two (2) sets of intake and direct vent piping (combustion air and exhaust), including vent caps. Patch and seal standing seam metal roof penetration as required.
 - Connect natural gas piping to the furnaces.

- Replace regulators if required.
- Provide and install new filters following completion of construction
- Startup
 - Provide factory certified startup and check out.
 - Verify that the total air flow at new units meets or exceeds design values and provide a testing and balancing report. Airflow measurements at individual diffusers and grilles is not required.
- Install four (4) Trane 4TWR4 outdoor condensing units
 - Provide and install new refrigerant line sets, sized according to manufacturer's recommendations, between the outdoor and indoor units.
 - Route new line sets as required, purge with nitrogen during all brazing operations
 - Charge refrigeration system with the correct quantity of R-410A
 - Insulate vapor line with 1/2" Armaflex elastomeric insulation
- Provide new wall brackets sized for four (4) new outdoor condensing units mounted to the upper gym roof.
- Perform tune-up of AHU-1
- Provide and install new 7-day programmable thermostat at existing thermostat location. Since cooling is being added to the four (4) new furnaces, verify if new thermostat wire is required.
- Startup and Test and Balance as described above.
- All work will be in compliance with the latest version of Washington State Energy Code and Uniform Mechanical Code.
- Trane will provide the New Trane equipment to the mechanical subcontractor's shop. Mechanical sub will receive, inspect, store, and transport the equipment to the site.

Electrical:

- Demo of existing equipment to be replaced
- Wiring for two (2) new furnaces
- Wiring for four (4) new outdoor condensing units
- Provide and install one (1) inverter rated motor and one (1) VFD for AHU-1
- Supply WA State L&I electrical permit and all inspections

Exclusions & Clarifications:

- Excludes WA State Sales Tax
- All indoor work must be done during off hours to avoid contact with children
- The nature of this work may require electrical outages to accomplish work. Outages will be closely scheduled with the owner to minimize disturbance.

PRICING AND ACCEPTANCE:

TOTAL PRICE:.....\$137,674
City of Monroe sales tax 9.3%:.....\$12,803.68
Total with estimated sales tax:.....**\$150,477.68**

*Sales tax of 9.3% is not guaranteed and will be calculated at time of invoice

I appreciate the opportunity to earn your business and look forward to working with you. Please contact me if you have any questions or concerns.

Sincerely,

Angie Estey
Account Executive
Cell: 206-819-6858

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

| CUSTOMER ACCEPTANCE |
|----------------------------|
| _____ |
| Authorized Representative |
| _____ |
| Printed Name |
| _____ |
| Title |
| _____ |
| Purchase Order |
| _____ |
| Acceptance Date |
| Trane's License Number: |

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

3. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

5. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

6. Payment. Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

9. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

10. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

11. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations.

Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

15. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

| | |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability | \$2,000,000 CSL |
| Workers Compensation | Statutory Limits |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the

foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1114)
Supersedes 1-10.48 (0614)



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



AGENDA BILL

Meeting Date: March 09, 2021

Staff Contact: Rich Huebner, Management Analyst

Department: Executive

SUBJECT: Resolution 003/2021 - Change of indirect control of WDH Black Rock, LLC

REQUESTED ACTION:

Move to adopt Resolution No. 003/2021, approving the change of indirect control of WDH Black Rock, LLC with conditions and establishing an effective date.

POLICY CONSIDERATIONS:

The City Council previously granted a nonexclusive cable franchise to Black Rock Cable. The City has received a request to approve a change of indirect control of Black Rock Cable, and has 120 days to act on the request.

DESCRIPTION/BACKGROUND:

On January 11, 2011, the City Council adopted Ordinance No. 001/2011, granting a nonexclusive cable franchise to Black Rock Cable, Inc. and setting forth the terms and conditions of said franchise; the granted franchise was for a term of ten (10) years.

Section 13 of the 2011 Franchise Agreement detailed the process by which the franchise may be sold, assigned, transferred, leased, or disposed of, which stated:

"Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto."

Pursuant to section 13(b) of the ordinance, in February 2021, the City received a request from Black Rock Cable to approve a transfer of indirect control. Black Rock Cable is a subsidiary of parent company Radiate Holdings, L.P. ("Radiate"). Stonepeak Infrastructure Partners has entered into an Agreement and Plan to Merger through which it will acquire 100% of the membership interests of Radiate.

The City Attorney's Office has reviewed this proposed change, provided an analysis, and recommends approval of the change of indirect control as described in Resolution 003/2021. In

addition, a Statement of Acknowledgement has been submitted to Stonepeak pursuant to Section 13(g) of Ordinance No. 001/2021.

FISCAL IMPACTS:

There is no net fiscal impact to the City. The terms of Ordinance No. 001/2021, including the fee schedule, are unchanged by the proposed Resolution.

TIME CONSTRAINTS:

One hundred twenty (120) days from the request; the expiration of this period is March 23, 2021.

Pursuant to Section 13(d) of Ordinance No. 001/2021, the request is automatically approved if the City fails to act on the request, or request an extension, within the 120 day period.

ALTERNATIVES TO REQUESTED ACTION:

Do not approve proposed Resolution 003/2021 and direct staff to address areas of concern.

ATTACHMENTS:

[Memo Re Black Rock Change in Indirect Control](#)
[Resolution 003 2021 Black Rock Change of Indirect Control](#)
[Statement of Acknowledgement](#)
[Ordinance 001-2011](#)

M E M O R A N D U M

VIA EMAIL

DATE: March 3, 2021
TO: City of Monroe
FROM: Daniel P. Kenny, Ogden Murphy Wallace, PLLC
RE: Black Rock Cable Inc. Cable Franchise Indirect Change in Control

On December 7, 2020, Black Rock Cable, Inc. ("Franchisee") requested approval by the City Council of the indirect change in control of its telecommunications franchise (the "Franchise"). On January 11, 2011, the City of Monroe adopted Ordinance No. 001/2011 which granted a nonexclusive OVS franchise to WDH Black Rock, LLC, dba Wave, successor by merger to Black Rock Cable, Inc. Pursuant to the Franchise, franchisee operates a telecommunications system within the City through aerial or underground wirelines. Section 13 of the Franchise requires that Franchisee notify the City of any proposed direct or indirect change of control and receive city approval of such a transaction. The City was presented and approved a similar change in indirect control in 2017 – see Ord. No. 020/2017. This request is very similar to that prior request. **This memorandum describes the transaction and recommends that the City Council approve this indirect change in control.**

BACKGROUND:

Pursuant to an Agreement and Plan of Merger ("Agreement"), funds associated with Stonepeak Infrastructure Partners ("Stonepeak"), a Delaware limited liability company, will purchase 100% of the membership interests of Radiate Holdings, L.P., a Delaware limited partnership ("Radiate"), (which owns 100% of the indirect ownership interests in Franchisee), and, as a result, the indirect control of Franchisee will change.

Radiate operates regional providers including WaveDivision Holdings, LLC. Stonepeak and Radiate have submitted to the City both the notification of the impending change in indirect control as well as supporting documentation for the City's review. Both the notice and the supporting Public Interest Statement are included with this memo. Pursuant to Ord. 001/2011 Section 13, changes of indirect control, such as that which is proposed here, shall cause a review of the proposed transfer and the City shall approve or deny the request within 120 days.

This Transaction is considered an indirect change of control because the transaction occurs on the parent company level and the franchisee itself will remain the same. Franchisee will continue to operate pursuant to the terms of the Franchise. Further, franchisee will remain responsible for all obligations and responsibilities under the Franchise which include key provisions such as insurance and indemnification.

The materials provided affirm the following information: Stonepeak has no current plans to change the local operations or structure of the operations or the services offered. The same rates, terms, and conditions of the existing agreements should remain in place. Further, the proposed transaction is not anticipated to result in service disruption, contract termination, or customer confusion. Finally, Franchisee will be operated under the direction of the existing management team. This proposed transaction is the passive transfer of equity interest only.

RECOMMENDATION

Based on the information provided by Stonepeak and Radiate, I recommend that the City Council approve the indirect change of control as described in the attached Resolution. The resolution acknowledges that the approval of the transaction will not interfere with the binding nature of the existing Franchise and that Franchisee will continue to comply with the terms of the Franchise.

If you have any questions regarding the content of this memorandum, the Transaction or the transfer Resolution please feel free to contact Daniel Kenny at dpkenny@omwlaw.com or (206) 447-7000.

**CITY OF MONROE
RESOLUTION NO. 003/2021**

A RESOLUTION OF THE CITY OF MONROE,
WASHINGTON, APPROVING THE CHANGE OF INDIRECT
CONTROL OF WDH BLACK ROCK CABLE INC., A
FRANCHISEE OF THE CITY.

WHEREAS, Black Rock Cable Inc. ("Franchisee") owns, operates and maintains a telecommunications system (the "System") in the City of Monroe pursuant to a cable franchise ("Franchise") granted by the City of Monroe (the "Franchise Authority") via Ordinance No. 001/2011, and Franchisee is the current duly authorized holder of the Franchise; and

WHEREAS, pursuant to an Agreement and Plan of Merger ("Agreement"), funds associated with Stonepeak Infrastructure Partners ("Acquiror"), a Delaware limited liability company, will purchase 100% of the membership interests of Radiate Holdings, L.P., a Delaware limited partnership, (which owns 100% of the indirect ownership interests in Franchisee), and, as a result, the indirect control of Franchisee will change (the "Change of Control"); and

WHEREAS, Franchisee and Acquiror have requested the consent of the City of Monroe to the Change of Control in accordance with the requirements of the Franchise Section 13, and have provided the Franchise Authority with all information necessary to facilitate a decision by the Franchise Authority (the "Application"); and

WHEREAS, the Franchise Authority has reviewed the Application, followed all required procedures in order to consider and act upon the Application, and finds Acquiror to be suitable to indirectly control Franchisee.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby consents to the Change of Control, all in accordance with the terms of the Franchise and applicable law.

Section 2. The Franchise Authority confirms that the parties are operating under the terms of the recently expired Franchise and the parties treat the franchise as being in full force and effect and there are no defaults under the Franchise. Subject to compliance with the terms of this Resolution, any action necessary with respect to the Change of Control has been duly and validly taken.

Section 3. This Change of Control does not change any of the terms contained within the Franchise. Franchisee must continue to comply with all such terms of the Franchise.

Section 4. This Resolution shall become effective upon adoption.

Section 5. This Resolution shall have the force of a continuing agreement with Franchisee and Acquirer, and Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Acquirer.

ADOPTED by the City Council of the City of Monroe, at its regular business meeting thereof, and APPROVED by the Mayor this 9th day of March, 2021.

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Rabecca R. Hasart, Interim City Clerk

J. Zachary Lell, City Attorney

STATEMENT OF ACKNOWLEDGEMENT

WHEREAS, the City Council of the City of Monroe, Washington, has acknowledged the pending transaction (the "Transaction") between Radiate Holdings, L.P. ("Radiate"), the parent company of WDH Black Rock, LLC ("Franchisee"), and Stonepeak Infrastructure Partners, a Delaware limited liability company, and has consented to the resulting change of indirect control of the Franchisee, the holder of the cable franchise (the "Franchise") issued by the City to the Franchisee as Ordinance No. 011/2011.

NOW, THEREFORE, Stonepeak hereby acknowledges said Franchise, and all the terms and conditions thereof, and files this, its written acknowledgement of the change of indirect control of the Franchisee.

Stonepeak hereby acknowledges that the change of indirect control will not affect, diminish, impair, or supersede the binding nature of the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City. Stonepeak hereby agrees that Franchisee will comply with the Franchise, and remain subject to the Franchise, the Monroe Municipal Code, and all applicable federal and state laws, lawful orders, contracts, agreements, commitments, and regulatory actions. Stonepeak affirms that all bonds, security funds, and insurance required by the Franchise remain in full effect and in place. Further, Stonepeak acknowledges that the Franchisee shall remain responsible for any and all non-compliance issues, if any, under the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City that has arisen prior to or that may arise contemporaneous with or after the closing of the Transaction.

This Statement of Acknowledgement is contingent upon the consummation of the Transaction.

ORDINANCE NO.001/2011

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, GRANTING A NONEXCLUSIVE CABLE FRANCHISE TO BLACK ROCK CABLE, INC. FOR A PERIOD OF TEN (10) YEARS; SETTING FORTH THE TERMS AND CONDITIONS OF SAID FRANCHISE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Grantee has applied to the City for a nonexclusive franchise to construct, maintain, operate, replace and repair a Cable System in, on, across, over, along, under or through Rights-of-Way within the Franchise Area; and

WHEREAS, the City has considered the financial, technical and legal qualifications of Grantee, and has determined that Grantee's plans for constructing, operating and maintaining its Open Video System are adequate, in a full public proceeding affording due process to all concerned; and

WHEREAS, the public has had adequate notice and opportunity to comment on Grantee's proposal to provide Open Video System service within the Franchise Area; and

WHEREAS, the City Council hereby finds that it would serve the public interest of the citizens of the City to grant a non-exclusive Open Video System franchise to Grantee subject to the terms and conditions hereinafter set forth; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain an Open Video System or systems within the boundaries of the City.

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

SECTION 1. SECTION 1. DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1. "Access" means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, of the Open Video System to acquire, create, receive, and distribute services and signals as permitted under applicable law including, but not limited to:

(a) “Public Access” means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

(b) “Educational Access” means Access where schools are the primary users having editorial control over programming and services.

(c) “Governmental Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2. “Access Channel” means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3. “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

1.4. “Bad Debt” means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.

1.5. “Basic Service” means any service Tier that includes, at a minimum, the retransmission of local television Broadcast Signals and local Access programming.

1.6. “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by an Open Video System by antenna, microwave, satellite dishes or any other means.

1.7. “Cable Act” means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as they may be amended, and any future federal cable television laws, acts or regulations.

1.8. “Cable Internet Service” means any service offered by Grantee whereby Persons receive access to the Internet through the Cable System.

1.9. “Cable Operator” means any Person or groups of Persons who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is(are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.10. “Cable Service” means (a) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.11. “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Open Video System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.12. “City” is the City of Monroe, Washington, a municipal corporation, and all the area within its boundaries, as such may change from time to time.

1.13. “City Council” means the Monroe City Council, or its successor, the governing body of the City of Monroe.

1.14. “Connection”, with regard to connections to public buildings, means installation of fiber optic or coaxial cable or other System-related facilities through the outer wall of the building leaving adequate excess space to permit further connection to other facilities, plant or cable within the building.

1.15. “Dark Fiber” is optical fiber infrastructure installed and maintained by Grantee, that does not transmit light pulses for the transmission of information, but which is capable of such transmission upon installation of optronic equipment by either Grantee or its subscribers.

1.16. “Expanded Basic Service” means the Tier of optional video programming services, which is the level of service received by most Subscribers above Basic Service, and does not include Premium Services.

1.17. “FCC” means the Federal Communications Commission.

1.18. “Franchise” means the document in which this definition appears, i.e., this ordinance containing a contractual agreement, executed between the City and Grantee, setting forth the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.19. “Franchise Area” means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.20. “Franchise Authority” means any municipal entity with the legal authority to regulate the public rights-of-way.

1.21. “GAAP” means generally accepted accounting principles.

1.22. “Grantee” means Black Rock Cable, Inc., or its lawful successor, transferee or assignee.

1.23. “Gross Revenues” means any and all revenue derived directly or indirectly by Grantee, or by Grantee’s Affiliates, from the operation of Grantee’s Open Video System to provide Open Video Services in the Franchise Area. In the case of revenue from a single user (“User”) located both within and without the Franchise area, the revenue from that user shall be divided between the City and other Franchising Authorities according to the portion of the cable used by the User within each Franchising Authority’s Franchise Area. In addition, Gross Revenues under this paragraph include any advertising revenues received by an Open Video System operator or its affiliates in connection with the provision of video programming, where such revenues are included in the calculation of the incumbent cable operator’s franchise fees. Gross Revenues do not include revenues collected by unaffiliated programming providers, such as subscriber or advertising revenues. Any Gross Revenues fee that the Open Video System

operator or its affiliate collects from Video Programming Providers shall be excluded from Gross Revenues.

1.24. “Open Video System” or “System” means a system of facilities that is certified as an Open Video System by the FCC pursuant to 47 CFR 76.1500 et seq. and regularly provides Open Video System Services to subscribers of Grantee’s System. This may include a set of transmission paths and associated signal generation, reception and control equipment that may provide Cable Service, or a system of facilities that may provide Dark Fiber services (“Dark Fiber Service”).

1.25. “Open Video System Services” or “OVS Services” means such services as an Open Video System Operator may provide on or through a System as allowed or authorized by 47 U.S.C. §573.

1.26. “Operator” or “Open Video System Operator” means any person or group of persons who provide Cable Service over an Open Video System and directly or through one or more affiliates owns a significant interest in such Open Video System, or otherwise controls or is responsible for the management and operation of such Open Video System.

1.27. “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.28. “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.29. “Right-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and are maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.30. “State” means the State of Washington.

1.31. “Subscriber” means any Person who or which elects to subscribe to, for any purpose, service provided by Grantee by means of or in connection with the Open Video System and whose premises are physically wired and lawfully activated to receive service from Grantee’s Open Video System.

1.32. “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. 153(43)).

1.33. “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. 153(46)).

1.34. “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.35. “Video Programming Provider” means any person or group of persons who has the right under applicable copyright laws to select and contract for carriage of specific video programming on an Open Video System.

SECTION 2. GRANT OF FRANCHISE

2.1. Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain and reconstruct an Open Video System for the purpose of providing Open Video System Services and Dark Fiber Services subject to the terms and conditions set forth in this Franchise. In order to provide any other services over the facilities that constitute the Open Video System, Grantee shall be required to obtain any additional governmental authorization(s) required by federal, State or local law.

(B) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, specifically including without limitation the Monroe Municipal Code, and the ordinances and regulations enacted pursuant thereto.

(C) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Open Video System Services or Dark Fiber Service.

(D) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(E) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(F) This Franchise does not authorize Grantee to provide Telecommunications Service. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to Telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide Telecommunications Services, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

2.2. Use of Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of an Open Video System within the City.

(B) Grantee must follow City-established requirements for placement of Open Video System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Open Video System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Open Video System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. With regard to its management of the Rights-of-Way, the City shall treat Grantee and other users of the Rights-of-Way in a competitively neutral and nondiscriminatory manner.

(C) To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways") and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Grantee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Grantee specifically agrees that:

(1) any pavement trenching and restoration performed by Grantee within State Highways shall meet or exceed applicable WSDOT requirements;

(2) any portion of a State Highway damaged or injured by Grantee shall be restored, repaired and/or replaced by Grantee to a condition that meets or exceeds applicable WSDOT requirements; and

(3) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

2.3. Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect thirty days after adoption by City Council if accepted by Grantee in accordance with Section 15.11 (the "Effective Date"), and shall terminate ten years later on the tenth anniversary of the Effective Date, unless terminated sooner as hereinafter provided.

2.4. Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Open Video Systems as the City deems appropriate.

2.5. Police Powers

(A) Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed reasonably necessary in the exercise of its police power.

(B) The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary, and any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6. Familiarity with Franchise

Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. Grantee further acknowledges and states that it has fully studied and considered all requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time.

2.7 Effect of Acceptance

By accepting the Franchise, Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise, subject to applicable law; and (3) agrees that the Franchise was

granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 3. FEE PAYMENT AND FINANCIAL CONTROLS

3.1. Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Grantee shall pay as a fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues ("Franchise Fee"), provided that such percentage rate is subject to the provisions of 47 U.S.C. §573(c)(2)(B).

3.2. Payments

Grantee's fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after said dates.

3.3. Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4. Quarterly Fee Reports

Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Open Video System and shall be drafted in accordance with GAAP.

3.5. Annual Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the City a written statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6. Audits

On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that fee payments have been underpaid by three percent (3%) or more, Grantee shall pay the total cost of the audit.

3.7. Late Payments

In the event any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, Grantee shall pay interest on the amount due at the rate of one percent (1%) per month, compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8. Tax Liability

Grantee shall timely pay all applicable taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, utility taxes, sales, use and other taxes, business license fees or other payments. Payment of the fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or other taxing authority with jurisdiction.

3.9. Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments herein are not Franchise Fees, nor are they to be offset or credited against any Franchise Fee payments due to the City, nor do they represent an increase in Franchise Fees to be passed through to Subscribers.

3.10. Tax Liability

The Franchise Fees shall be in addition to any and all taxes and levies or assessments that are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, utility taxes, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully impose by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.11. Payment on Termination

If this Franchise terminates for any reason, Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement showing the Gross Revenues received by Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of Grantee to the City by utilizing the funds available in the irrevocable letter of credit or performance bond provided by Grantee pursuant to Section 5.4.

SECTION 4. ADMINISTRATION AND REGULATION

4.1. Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under law to any agent in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

(C) Grantee and the City shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the effective date of this Franchise. Grantee and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

4.2. Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1. Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold harmless the City, its officers, officials, boards, commissions, agents and employees (collectively, "the City") for purposes of this Section 5.1), from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees or expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the City while conducting its defense of the City.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City. The provisions of this subsection (B) shall specifically include, but are not limited to, claims for delay, damages, costs and/or time asserted by any contractor performing public work for or on behalf of the City.

(C) Procedures and Defense. The City shall give Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's prior written approval, which approval shall not be unreasonably withheld.

(D) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(E) Expenses. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents.

(F) Industrial Insurance. Grantee shall indemnify and hold harmless the from any workers' compensation claims to which Grantee may become subject during the term of this Franchise. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided per this Franchise, Grantee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. This waiver has been mutually negotiated by the parties.

(G) Environmental Indemnification. Grantee shall fully and completely indemnify, defend and hold harmless the City from and against any and all liability, loss, damage, expense, actions and claims either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising from (a) Grantee's violation of any environmental laws, or (b) from any release of a Hazardous Substance on or from Grantee's facilities or otherwise resulting from Grantee's operations under this Franchise. This indemnity includes, but is not limited to, (a) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances; (b) damages to natural resources caused by Hazardous Substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to Hazardous Substances; and (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.

For purposes of this subsection (G), "Hazardous Substances" means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant, including all substances designated under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water

Pollution Control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136 et seq.; the Washington Hazardous Waste management Act, Chapter 70.105 RCW; and the Washington Model Toxics Control Act, Chapter 70.105D, RCW; all as amended from time to time; and any other federal, state, or local statute, code or ordinance or lawful rule, regulation, order, decree, or other governmental authority as now or at any time hereafter in effect. The term shall specifically include Petroleum and Petroleum Products. The term shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities

(H) Survivability. The provisions of this section shall survive the expiration or termination of this Franchise.

5.2. Insurance

(A) General Requirement. Grantee shall procure and maintain adequate insurance during the entire term of this Franchise to protect the City against claims for death or injuries to Persons or damages to property or equipment that in any way relate to, arise from or are connected with this Franchise, or involve Grantee, its agents, representatives, contractors, subcontractors and their employees.

(B) Minimum Insurance Limits. Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) excess liability.

(2) Commercial Automobile Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) excess liability with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Open Video System in the City.

(3) Employer's Liability: One million dollars (\$1,000,000.00).

(C) Each policy shall provide that the insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without forty-five (45) days' written notice first provided to the City, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall immediately provide a materially equivalent replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

(D) Self insurance is not permitted for this Franchise, unless approved in advance and in writing by the City's Risk Administrator.

5.3. Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation or repair, or ownership of the Open Video System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A-."

(C) Verification of Coverage. Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and approved by the City prior to the commencement of activities associated with this Franchise. Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise and City laws.

5.4. Irrevocable Letter of Credit or Performance Bond

(A) If requested by the City, no later than the Effective Date of this Franchise, Grantee shall establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City or a performance bond in the amount of ten thousand dollars (\$10,000.00).

(B) The irrevocable letter of credit or performance bond may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements.

(C) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the irrevocable letter of credit or performance bond to the amount required under this Franchise. Grantee's maintenance of the irrevocable letter of credit or performance bond shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the irrevocable letter of credit or performance bond or otherwise to limit the City's recourse to any other remedy available at law or equity.

(D) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the irrevocable letter of credit or performance bond was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the irrevocable letter of credit or performance bond has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the irrevocable letter of credit or performance bond shall be returned to Grantee with interest, from the date of withdrawal at the rate of one percent per month.

SECTION 6. PRIVACY

6.1. Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local laws.

SECTION 7. REPORTS AND RECORDS

7.1. Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, affiliate or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of

Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the City inspect them at Grantee's office. If any books or records of Grantee are not kept in a local office and not made available as copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2. Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent that (i) Grantee makes the City aware of such confidentiality, and (ii) disclosure of said information is not otherwise required by applicable state or federal law. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time in advance of the City's intended disclosure or release of such information. Grantee shall fully indemnify, protect and hold harmless the City from any costs, expenses or liabilities, including without limitation monetary penalties and/or attorneys' fees pursuant to Chapter 42.56 RCW, resulting fully or in part from Grantee's actions in seeking to prevent disclosure or release of any such information.

7.3. Records Required

(A) Grantee shall at all times maintain, and shall furnish to the City upon request:

(1) A complete set of maps showing the exact location of all Open Video System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such persons during the course of inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of Grantee;

(2) A copy of all FCC filings on behalf of Grantee which relate to the operation of the Open Video System in the City; and

(3) The number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months.

7.4. Request for Documents

Upon written request, Grantee shall submit to the City copies of any applications, notifications, communications and documents of any kind, submitted by Grantee or its Affiliates to any federal, State, or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's System within the Franchise Area. Grantee shall submit such documents to the City no later than forty-five (45) days after receipt of the City's request. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or state agency.

SECTION 8. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

If, as and when Grantee provides Cable Services, Grantee shall promptly notify the City of that fact and the date it commenced providing Cable Services. This section shall apply Grantee's Cable Services.

Grantee shall ensure that all subscribers receive any Public, Educational and Governmental Access channels within the Subscribers' franchise area. If requested by the City Grantee shall satisfy its Public, Educational and Governmental Access channel obligations by providing the same channel capacity for Public, Educational and Governmental Access as the local cable operator(s) provides in the City in proportion to the size of Grantee's System as compared to the size of the local cable operator's system measured by number of Subscribers. The channel capacity shall be rounded up to the nearest whole number. By way of example, if the proportion of Grantee's and local cable operator's subscribers is twenty-five hundredths, and if the local cable operator provides one Government Access channel and one Educational Access channel, then Grantee shall provide one Government Access channel and one Educational Access channel. Grantee shall work in good faith with the local cable operator to connect its System with that of the local cable operator's system for the purpose of obtaining Public, Educational and Governmental Access channel feeds. Grantee will use its best efforts to accomplish these PEG access interconnection feeds at a location to be suggested by the City. The costs of connections to the local cable operator's Public, Educational and Governmental Access channel feeds shall be borne by Grantee. Such costs shall be counted towards Grantee's PEG access capital fund support obligation, if any. Any additional PEG access matters not covered herein or which subsequently cannot be agreed to by the parties shall be governed by the provisions of 47 CFR 76.1505.

SECTION 9. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

9.1. Right to Construct

Subject to applicable laws, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Open Video System.

9.2. Right-of-Way Meetings

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be durable and installed in accordance with good engineering practices.

9.3. General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

9.4. Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, all applicable permits from the City and any other governmental entity with jurisdiction. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include, without limitation, the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee.

9.5. Joint Trenching/Boring

Whenever it is possible and reasonably and financially practicable to joint trench or share bores or cuts, Grantee shall work with other providers (such as telecommunications, cable, gas or electric companies), licensees, permittees and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

9.6. Movement of Facilities During Emergencies

During emergencies, the City may move Grantee's facilities without prior notice.

9.7. Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs immediately, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

9.8. Compliance with Applicable Codes

(A) City Construction Codes. Grantee shall comply with all applicable City construction codes, including, without limitation, all building codes, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during construction, operation and repair of its Open Video System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(D) One Call. Prior to placing any underground facilities, Grantee will join and maintain membership in good standing with the Utility Coordinating Council One Call Center or other similar or successor organization which is designated to coordinate underground equipment locations and installations. Grantee is familiar with Chapter 19.122 RCW (Washington State's "Underground Utilities" statutes) and understands, will abide by and adhere to local procedures, customs and practices relating to the one call locator service program.

9.9. GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules, regulations and policies of the City regarding geographic information systems mapping for users of the Rights-of-Way, provided that all similarly situated users of the Rights-of-Way must also accordingly comply.

9.10. Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Open Video System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. Grantee's Open Video System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

9.11. Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

9.12. Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Grantee's Open Video System shall be placed underground at Grantee's expense. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric and telephone lines are installed underground at the time of Open Video System construction, or when all such wiring is subsequently placed underground, all Open Video System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Open Video System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Open Video System. All poles of Grantee shall be located as designated by the proper City authorities and only upon written consent of the City.

(E) This Franchise does not grant, give or convey to Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the City.

(F) If the City requests, when Grantee is constructing, relocating or placing ducts or conduits in public rights-of-way, that Grantee provide the City with additional duct or conduit and related structures necessary to access the conduit, then such request shall be governed by federal, State and local law, such as RCW 35.99.070.

9.13. Electrical Bonding

Grantee shall ensure that all drops are properly bonded to the electrical power ground at the home, consistent with applicable code requirements. All non-conforming or non-performing drops shall be replaced by Grantee as necessary.

9.14. Repair and Restoration of Property

(A) Grantee shall protect public and private property from damage. If damage occurs, Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property for one (1) year. If restoration is not satisfactorily performed by Grantee within a reasonable time, the City may, after prior notice to Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Grantee shall remit full payment to the City.

(D) Private Property. Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use its best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

9.15. Discontinuing Use/Abandonment of Open Video System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the

City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

9.16. Movement of Open Video System Facilities For City Purposes

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City in the event of an emergency or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than five (5) business days, and allow Grantee the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Open Video System. Within thirty (30) days of receipt of an itemized list of those costs, Grantee shall pay the City.

9.17. Movement of Open Video System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Open Video System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the costs associated with the removal, replacement, modification, disconnection or relocation be paid by the benefited party.

9.18. Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must bear the expense of such temporary changes, and Grantee may require a reasonable deposit of the estimated payment in advance.

9.19. Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to unreasonably obstruct, injure or prevent the use and operation of Grantee’s Open Video System.

9.20. Tree Trimming

Subject to and consistent with applicable City regulations, Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City’s Rights-of-Way which interferes with Grantee’s Open Video System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises shall be afforded an opportunity to prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee’s facilities from imminent danger only.

9.21. Inspection of Construction and Facilities

The City may inspect any of Grantee’s facilities, equipment or construction at any time upon at least twenty-four (24) hours notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefor.

9.22. Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given

herein;

- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

9.23. Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all of the actions and omissions of, and work performed by, its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them.

9.24. Construction Bond.

(A) Prior to commencing any construction work exceeding One Hundred Thousand Dollars, Grantee shall, at the request of the City, provide a construction bond to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to restore City Streets and other property. The amount of the construction bond shall be twenty-five percent of the construction cost. The construction bond shall be in a form and with a surety acceptable to the City's Risk Manager and City Attorney. Grantee shall pay all premiums or costs associated with maintaining the construction bond, and shall keep the same in full force and effect until the construction of the Open Video System shall have been completed and all restoration of public and private property shall have occurred regarding thereto. Thereafter, the construction bond shall be released, subject to the mutual written agreement of the parties.

(B) The construction bond may be drawn upon by the City for any proper purpose under this Franchise or as otherwise provided by applicable law.

(C) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the construction bond to the amount required under this Franchise. Grantee's maintenance of the construction bond shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the construction bond or otherwise to limit the City's recourse to any other remedy available at law or equity.

(D) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the construction bond was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the construction bond has not been properly drawn upon in accordance with this Franchise. Any

funds the City erroneously or wrongfully withdraws from the construction bond shall be returned to Grantee with interest, from the date of withdrawal at the rate of one percent per month.

SECTION 10. EMERGENCY ALERT SYSTEM AND TECHNICAL STANDARDS

10.1. Emergency Alert Capability

(A) If and when Grantee provides cable service, and if required by federal law or regulation, Grantee shall provide the City an operating Emergency Alert System (“EAS”) so that the City may use the Open Video System to transmit an emergency alert signal.

(B) The City shall permit only appropriately trained and authorized persons to operate the EAS equipment provided pursuant to this subsection.

(C) Grantee shall ensure that the EAS is functioning properly at all times. It will test the EAS periodically, in a manner consistent with sound operational practices for emergency systems. Grantee will advise the City of the testing schedule and the City may be present for the tests.

10.2. Technical Performance

The technical performance of the Open Video System shall meet or exceed all applicable federal (including, but not limited to, the FCC) and State technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

SECTION 11. SERVICE TO CERTAIN LOCATIONS

If, as and when Grantee provides Cable Services, Grantee shall promptly notify the City of that fact and the date it commenced providing Cable Services. This section shall apply Grantee’s Cable Services. Grantee shall, at no cost to the City or other entity, provide one outlet of Basic Service and Expanded Basic Service to all City owned and occupied buildings, schools and public libraries. For purposes of this subsection, “school” means all State-accredited K-12 public and private schools. In addition, Grantee shall provide, at no cost to the City or other entity, one outlet of Basic and Expanded Basic Service to future owned or leased and occupied City buildings, schools and libraries upon request if the drop line from the feeder cable to such building does not exceed one hundred fifty feet (150’) or if the City or other entity agrees to pay the incremental cost of such drop line in excess of one hundred fifty feet (150’), including the cost of such excess labor and materials.

Such obligation to provide free Cable Service shall not extend to areas of City buildings where Grantee would normally enter into a commercial contract to provide such Cable Service (e.g., golf courses). Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Open Video System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes.

SECTION 12. FRANCHISE VIOLATIONS

12.1. Procedure for Remediating Franchise Violations

(A) If the City believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or

(2) cure the default; or

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting.

(C) If, after the meeting, the City determines that a default exists, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time period as the City shall determine. In the event Grantee does not cure within such time frame to the City's reasonable satisfaction, the City may in its sole discretion and without prejudice to any other legally available recourse:

(1) Withdraw an amount from the irrevocable letter of credit or performance bond as monetary damages;

(2) Revoke this Franchise pursuant to the procedures in subsection 12.2; and/or

(3) Utilize any other legal or equitable remedy available under this Franchise or any applicable law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City's Mayor, provided that any such final determination may be subject to appeal to the City Council or review by a court of competent jurisdiction under applicable law.

12.2. Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the City and Grantee;

(2) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

(3) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(4) If Grantee fails to comply with all provisions of federal law pertaining to Open Video System Operators, including, but not necessarily limited to, 47 U.S.C. 573 and 47 CFR 76.1500 et seq.

(B) Prior to forfeiture or termination of the Franchise, the City shall give written notice to Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a satisfactory response from Grantee, it may then seek a termination of the Franchise by the City Council in accordance with this subsection.

(C) Any proceeding under the paragraph above shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the irrevocable letter of credit or performance bond forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the City Council determines that the Franchise is to be revoked, the City Council shall set forth the reasons for such a decision and shall transmit a copy of the decision to Grantee. Grantee shall be bound by the City Council's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the court may deem appropriate.

(4) The City Council may at its sole discretion take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

12.3. Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may order the removal of the above-ground Open Video System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone wires or attachments. The indemnification and insurance provisions and the irrevocable letter of credit or performance bond, as applicable, shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefor.

(B) If Grantee fails to complete any removal required by this subsection to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the City may recover the costs through the irrevocable letter of credit or performance bond, as applicable, provided by Grantee.

12.4. Purchase of Open Video System

(A) If at any time this Franchise is lawfully revoked, terminated or not renewed (in accordance with federal law), the City shall have the option to purchase the Cable System.

(B) The City may, at any time after Franchise revocation, termination or non-renewal, offer in writing to purchase Grantee's System. In any case where the City elects to purchase the System, the purchase shall be closed within one hundred twenty (120) days of the date of the City's audit of a balance sheet and current profit and loss statement of Grantee's System. The City shall, as applicable, pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(C) For the purposes of this subsection, the price for the System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's System valued as a going concern, but with no value allocated the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee that the City may assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

12.5. Receivership and Foreclosure

(A) At the option of the City, subject to applicable law, this Franchise may be revoked after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is timely vacated; or

(2) The receivers or trustees have timely and fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustee assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedure set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all the terms and conditions of this Franchise.

12.6. Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

12.7. Assessment of Monetary Damages

The City and Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Grantee's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and Grantee agree that Grantee shall pay to the City the sums set forth below for each day or part thereof that Grantee shall be in breach of specific provisions of this Franchise. Such amounts are agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of Grantee's breach of such provisions of this Franchise, and are not intended as a penalty.

Subject to the City's giving written notice to Grantee and thirty (30) day right to cure period, the City may assess against Grantee monetary damages up to two hundred fifty dollars (\$250) per day for material departure from the FCC technical performance standards; one hundred dollars (\$100) per day for failure to provide the Access Channels or any equipment related thereto that is required hereunder; one hundred dollars (\$100) per day for each material violation of the Customer Service Standards; fifty (\$50) per day for failure to provide reports or notices as required by this Franchise; and up to one hundred dollars (\$100) per day for any other material breaches or defaults required under the Franchise.

The provisions of this subsection are supplementary and without prejudice to, Grantee's obligations pursuant to Section 5. The provisions of this subsection are supplementary and without prejudice to and civil and/or criminal penalty imposed pursuant to applicable law, including without limitation the Monroe Municipal Code.

SECTION 13. FRANCHISE TRANSFER

(A) This Franchise as an asset of the Open Video System shall not be sold, assigned, transferred, leased or disposed of, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance.

(B) Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City.

(D) The City shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty

(120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(E) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.

(F) In reviewing a request for sale or transfer, the City may inquire into the qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee. Additionally, the prospective transferee or assignee must have been certified by the FCC to operate as an Open Video System Operator in the City.

(G) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Open Video System to an entity controlling, controlled by or under the same common control as Grantee. The proposed assignee or transferee must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Open Video System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 14. SEVERABILITY

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1. Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent postage prepaid to such respective address and such notices shall be effective upon the date of mailing. The City or Grantee may change these addresses by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Black Rock Cable, Inc.
1512 Fairview St.
Bellingham, WA 98229

The City's address shall be:

City Administrator
City of Monroe
806 West Main Street
Monroe, WA 98272

With a copy to:

City of Monroe
City Attorney
806 West Main Street
Monroe, WA 98272

15.2. Construction; Descriptive Headings

The provisions of this Franchise shall be liberally construed to promote the public interest. The rule of interpretation requiring construction against the drafter shall have no applicability. The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

15.3. Costs and Expenses to be Borne by Grantee

The costs and expenses associated with any renewal of this franchise will be borne by Grantee. Franchise renewal-related costs and expenses and all costs and expenses of publication of this Franchise and any Ordinance related hereto.

15.4. Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

15.5. Authority to Amend

This Franchise may only be amended by written agreement between the parties.

15.6. No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.

15.7. Waiver

The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.8. Venue; Attorneys' Fees

Venue for any judicial proceeding regarding this Franchise shall be in Snohomish County. The substantially prevailing party in any such proceeding shall be entitled to an award of its reasonable attorneys' fees and costs.

15.9. Governing Law

Applicable local, State and federal law (including, but not limited to, the Cable Act and all rules, regulations, rulemakings and orders of the FCC) shall govern this Franchise.

15.10. Entire Agreement

This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written negotiations between the parties.

15.11. Acceptance

After the passage and approval of this Ordinance and within thirty days after such approval, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, acknowledged written acceptance of all terms and conditions of this Franchise. Failure of Grantee to file such an acceptance within thirty days of approval shall be deemed a rejection by Grantee, and the rights and privileges herein granted shall cease after expiration of the thirty day period after approval, unless the thirty day period is extended by ordinance duly passed for that purpose.

15.12 No Third-Party Beneficiaries.

Except as otherwise expressly provided herein, nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

15.13 Preemption.

In the event that federal or state law preempts a provision or limits the enforceability of a provision of this Franchise, the provision shall be read to be preempted to the extent required by law. In the event such federal or State law is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or Grantee.

15.14 Regulatory Authority Reserved.

Nothing herein shall be construed as a waiver, abridgment or limitation of the City's regulatory authority and police power, which the City hereby expressly reserves in full.

15.15 Independent Review; Signatory Warranty.

The City and Grantee each acknowledge that they have had opportunity to receive independent legal advice in entering into this Franchise and that both the City and Grantee understand and fully agree to each and every provision of this Franchise. Each signatory below represents and warrants that he/she is authorized to execute this document on behalf of the party for whom he/she is signing.

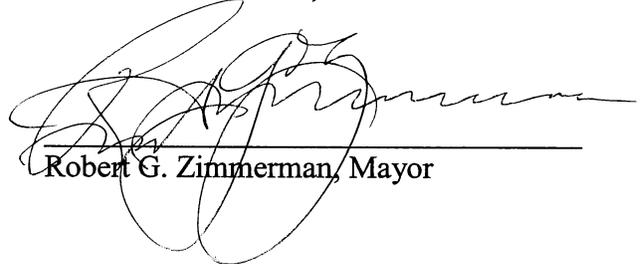
15.16 Cost Recovery.

Grantee shall, no later than the Effective Date herein, remit payment to the City in the amount of \$2,000, which the parties agree reflects the City's direct and indirect costs associated in reviewing, revising, negotiating, processing and granting this Franchise.

Passed by the City Council and approved by the Mayor this 11th day of January 2011.

1st Reading: 01/04/11
2nd Reading: 01/11/11
Published: 01/18/11
Effective: 01/23/11

CITY OF MONROE, WASHINGTON



Robert G. Zimmerman, Mayor

ATTEST:



Eadye Martinson, Deputy City Clerk

APPROVED AS TO FORM:



J. Zachary Lell, City Attorney



AGENDA BILL

Meeting Date: March 09, 2021

Staff Contact: Ben Warthan, Human Resources/IT
Director

Department: Human Resources/IT

SUBJECT: Authorize Mayor to sign Springbrook contract

PREVIOUS DISCUSSION:

8/25/2020 IT strategic plan presentation.

REQUESTED ACTION:

Authorize Mayor to sign agreement with Springbrook not to exceed \$69,500, except such minor revisions deemed necessary.

POLICY CONSIDERATIONS:

The City Council is responsible for the budget.

DESCRIPTION/BACKGROUND:

This agreement will upgrade the current Springbrook software. This upgrade includes moving to a cloud based solution, enhanced budgeting modules, employee self service modules, and electronic timecards. This upgrade is consistent with the recommendations from the IT Strategic Plan conducted in 2020. Total cost is \$69,500. \$50,000 was allocated for this project in the 2021 IT budget. The City will also receive a credit from Springbrook for the annual maintenance costs the City made for the current system. The credit will depend on the implementation schedule of the new platform.

FISCAL IMPACTS:

\$69,500. \$50,000 was allocated to this project in the 2021 IT budget.

TIME CONSTRAINTS:

None

ALTERNATIVES TO REQUESTED ACTION:

Not move forward with contract and direct Mayor to have City staff find other alternatives.

ATTACHMENTS:

[Proposal-17-Feb-2021-HR/ESS/Extended Budgeting](#)
[Proposal-21-Jan-2021-Cloud Migration](#)



Order Form
Monroe, WA - City of
02-17-2021
Monroe WA - HR, ESS & Extending Budgeting





Dear Ben Warthan,

Thank you for the opportunity to submit this order form in the amount of \$20,993.00.

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Hope Sampson

Hope Sampson



Annual Product Pricing

| Item Name | Rate | Quantity | Net Price |
|---|------------|----------|-------------------|
| Employee Self Services Subscription | \$3,000.00 | 1 | \$3,000.00 |
| Human Resources Management Subscription | \$6,000.00 | 1 | \$6,000.00 |
| Products Total Net Price | | | \$9,000.00 |

Estimated Professional Services Pricing

| Item Name | Rate | Description | Quantity | Net Price |
|--|----------|---|----------|--------------------|
| Standard Professional Services | \$179.00 | Human Resources Implementation and Training | 35 | \$6,265.00 |
| Standard Professional Services | \$179.00 | ESS Implementation and Training | 20 | \$3,580.00 |
| Standard Professional Services | \$179.00 | Timesheets Implementation and Training | 12 | \$2,148.00 |
| Estimated Professional Services Total Net Price | | | | \$11,993.00 |

| | |
|---------------------|--------------------|
| Grand Total: | \$20,993.00 |
|---------------------|--------------------|



Order Detail

| General Information | |
|-------------------------|---|
| Customer Name: | Monroe, WA - City of |
| Customer Contact: | Ben Warthan |
| Customer Address: | 806 West Main Street, Monroe, Washington, United States, 98272 |
| Governing Agreement(s): | This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms |
| Term(s): | 3 year |

| Order Terms | |
|---|--|
| Items Ordered | Order Start Date |
| Professional Services Orders | Date of the last signature on the Order Form |
| Software Licenses, Subscriptions, Maintenance and Hosting (New) | The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form |
| Software Licenses, Subscriptions, Maintenance and Hosting (Renewal) | The day after expiration of your last order of the same product |
| Special Order Terms | None |

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.



Order Duration

The Order Duration is defined as follows:

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Subscriptions, Maintenance, Hosting and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, 1 year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days' before the end of the Order Term
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

| Items Ordered | Invoice Timing |
|---|---|
| Professional Services Orders | Monthly for services in the prior month* |
| Software Licenses and Hardware | Customer signature on Order Form |
| Subscriptions, Maintenance and Hosting (New) | Customer signature on Order Form |
| Software Licenses, Subscriptions, Maintenance and Hosting (Renewal) | 60 days in advance of the Order Start Date |
| CivicPay Transactions | Monthly for transactions in the prior month |

*Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work – changes under \$5,000 will continue to be delivered and billed accordingly.

| Special Order Terms | |
|---|------|
| Special Order Terms | None |
| In the event of an inconsistency between this Order Form, any governing | |



agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

| Payment Terms | |
|---|----------------------|
| Payment Terms | Net 30 |
| Special Invoicing Terms | None |
| Billing Contact | Kim Fogh |
| Billing Email | kimfogh@monroewa.gov |
| If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference. | |
| PO# (If required): | |



As Buyer, by signing you agree to the terms and conditions as set forth in this agreement.

Agency Representative

BUYER SIGNATURE

BUYER SIGNATURE DATE

As Seller, by signing you agree to the terms and conditions as set forth in this agreement.

Springbrook Representative

Jared Hale

CFO

SELLER SIGNATURE

SELLER SIGNATURE DATE

DocuSigned by:
Jared Hale
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2/17/2021



Order Form
Monroe, WA - City of
01-21-2021
Monroe WA - Cloud Migration





Dear Ben Warthan,

Thank you for the opportunity to submit this order form in the amount of \$48,259.72.

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Hope Sampson

Hope Sampson



Annual Product Pricing

| Item Name | Rate | Quantity | Net Price |
|--|-------------|----------|--------------------|
| Springbrook Accounts Receivable Subscription | \$3,009.51 | 1 | \$3,009.51 |
| Springbrook Building Permits Subscription | \$3,425.23 | 1 | \$3,425.23 |
| Springbrook Finance Suite Subscription | \$9,916.20 | 1 | \$9,916.20 |
| Springbrook Fixed Assets Subscription | \$3,425.23 | 1 | \$3,425.23 |
| Springbrook Payroll Subscription | \$9,000.00 | 1 | \$9,000.00 |
| Springbrook Utility Billing Subscription | \$11,483.55 | 1 | \$11,483.55 |
| Products Total Net Price | | | \$40,259.72 |

Estimated Professional Services Pricing

| Item Name | Rate | Description | Quantity | Discount % | Net Price |
|--|----------|--------------------------|----------|------------|-------------------|
| Springbrook SaaS Migration Professional Services | \$179.00 | Cloud Migration Services | 80 | 44.13% | \$8,000.00 |
| | | | | Discount | 44.13% |
| Estimated Professional Services Total Net Price | | | | | \$8,000.00 |

| | |
|---------------------|--------------------|
| Grand Total: | \$48,259.72 |
|---------------------|--------------------|



Order Detail

| General Information | |
|-------------------------|---|
| Customer Name: | Monroe, WA - City of |
| Customer Contact: | Ben Warthan |
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| Term(s): | 1 year |

| Order Terms | |
|---|--|
| Items Ordered | Order Start Date |
| Professional Services Orders | Date of the last signature on the Order Form |
| Software Licenses, Subscriptions, Maintenance and Hosting (New) | The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form |
| Software Licenses, Subscriptions, Maintenance and Hosting (Renewal) | The day after expiration of your last order of the same product |
| Special Order Terms | None |

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.



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| Items Ordered | Invoice Timing |
|---|---|
| Professional Services Orders | Monthly for services in the prior month* |
| Software Licenses and Hardware | Customer signature on Order Form |
| Subscriptions, Maintenance and Hosting (New) | Customer signature on Order Form |
| Software Licenses, Subscriptions, Maintenance and Hosting (Renewal) | 60 days in advance of the Order Start Date |
| CivicPay Transactions | Monthly for transactions in the prior month |

*Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work – changes under \$5,000 will continue to be delivered and billed accordingly.

| Special Order Terms | |
|---|------|
| Special Order Terms | None |
| In the event of an inconsistency between this Order Form, any governing | |



agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

| Payment Terms | |
|---|----------------------|
| Payment Terms | Net 30 |
| Special Invoicing Terms | None |
| Billing Contact | Kim Fogh |
| Billing Email | kimfogh@monroewa.gov |
| If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference. | |
| PO# (If required): | |



As Buyer, by signing you agree to the terms and conditions as set forth in this agreement.

Agency Representative

BUYER SIGNATURE

BUYER SIGNATURE DATE

As Seller, by signing you agree to the terms and conditions as set forth in this agreement.

Springbrook Representative

Jared Hale

CFO

SELLER SIGNATURE

SELLER SIGNATURE DATE

DocuSigned by:
Jared Hale
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1/21/2021



AGENDA BILL

Meeting Date: March 09, 2021

Staff Contact: Stacy Criswell, Building Official

Department: Community Development

SUBJECT: Provide department update

REQUESTED ACTION:

N/A

POLICY CONSIDERATIONS:

N/A

DESCRIPTION/BACKGROUND:

N/A

FISCAL IMPACTS:

N/A

TIME CONSTRAINTS:

N/A

ALTERNATIVES TO REQUESTED ACTION:

N/A

ATTACHMENTS:

[1 2021 CD Report](#)
[Current plats-3-2-21](#)

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

CURRENT PLANNING

A. Pre-application Review

There was one (1) pre-application meeting for the month of January.

1. 16 Unit Mixed Use – Iris Group – 135 & 143 Ann St.

Proposal is a second pre-application meeting for a mixed use building. The proposal includes office space on the first floor and 16 units above and associated site improvements.

Staff contact – Amy Bright

B. Planning Projects

1. Amsberry Mixed-Use, SEPA2020-04, 17600 West Main Street

The applicant is requesting site plan approval for the construction of a mixed-use project to consist of three (3) buildings, on approximately .90 acres in the Mixed Use – General (MG) zoning district, with associated grading, landscaping, street frontage improvements, and storm drainage improvements. The site is comprised of four (4) parcels which will be consolidated. The project will include one (1) mixed-use building and two (2) apartment buildings. The buildings will include a 3,600 square foot commercial space on the ground level of the mixed-use building and 22 apartment units. The project will have access off of 177th Avenue SE and 163rd Place SE. The project is under review.

Staff contact – Anita Marrero

2. City Water Reservoir CUP, 17000 West Main Street

The applicant is requesting a conditional use permit for the construction of a new 0.85 million gallon reservoir which will be located next to the existing reservoir located on the Washington State Department of Correction's property in the Institutional (IN) zoning district with associated grading and drainage improvements. The potable water storage reservoir will have a 73' diameter, 34' sidewall height, and a maximum height at the tallest point of approximately 40'. The project will also include an access road around the reservoir. The DNS was issued and the project is scheduled to go to hearing in June. The project was approved by the hearing examiner. The city has submitted for building and grading permits. Permit have been issued.

Staff contact – Anita Marrero

3. Stanton Station, SEPA2019-16, 15125 179th Ave. SE

The applicant is requesting Preliminary Plat approval and site plan approval for a 22 lot subdivision on approximately .9 acres within the Mixed Use - General (MG) zoning district with associated grading, drainage improvements, landscaping, and street frontage improvements. The proposal was deemed complete on November 13, 2019. The Notice of Application was issued on November 25, 2019. The comment/appeal period ends December 9, 2019. Comments were sent to the applicant. Then project was approved by the Hearing Examiner with conditions on October 27, 2020.

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

Staff contact – Amy Bright

4. Eaglemont 7 Plat and PRD – 44 Lots

After the approval of the Gilmartin Plat, the property was purchased by MainVue Homes. MainVue annexed the adjacent parcel 13107 Chain Lake Road. MainVue submitted for Eaglemont Division 7 Preliminary Plat and PRD on March 28, 2019. The project was deemed complete on April 15, 2019. Comments were sent to the applicant on July 24, 2019. At this time, the applicant is working with the City of Monroe and Snohomish County regarding the realignment of Brown Road.

Staff contact – Amy Bright

5. Belmark Apartments, SEPA2019-16, 15125 179th Ave. SE

The applicant is requesting site plan approval for 20 new multi-family residential apartment units on approximately .86 acres in the Mixed Use – General (MG) zoning district with associated grading, drainage improvements, landscaping, and street frontage improvements. The existing single-family residence will remain. The DNS has been issued. The comment/appeal period ends December 2, 2019. Out for comments. The NOD has been issued. Under civil and building permit review. Permits have been issued.

Staff contact – Anita Marrero

6. Eastside Masonry, SLSP2019-01, 13800 Fryelands Blvd.

Demolition of the existing structures and proposed grading to provide temporary stormwater detention and treatment for future development of the site, which is approximately 6.82 acres. A Notice of Application was issued on May 9, 2019. The project was approved by the Hearing Examiner on August 15, 2019 and an NOD was issued. The project is currently in the appeal period with the WA Department of Ecology. Project has been approved. Demolition work has begun. The buildings have been demolished and the site has been prepped for a future building pad.

Staff contact – Anita Marrero

7. Belmont Terrace Preliminary Plat/PRD, PLPRD2019-01, 18830 134th Street SE

Preliminary plat and planned residential development approval for a 19-lot subdivision on approximately 4.75 acres in the Urban Residential (UR9600) zoning district with associated grading, drainage improvements, landscaping, and street frontage improvements. A Notice of Application was issued on February 27, 2019. The application is under review. The project was approved by the Hearing Examiner and an NOD was issued. No appeals were received. The applicant has submitted for civil review. Grading permits have been issued. The applicant is in the process of submitting for final plat review. The plat has been recorded and the applicant has submitted for building permits.

Staff contact – Anita Marrero

8. Garibaldi Preliminary Plat/PRD, PLPRD2018-02, 13624 & 13424 Chain Lake Road

CPH Consultants, on the behalf of Garibaldi Lake, LLC, is requesting preliminary plat approval for a 61-lot Subdivision/Planned Residential Development. The application was submitted on December 19, 2018. The proposal includes

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

associated grading, drainage improvements, landscaping, and street frontage improvements. There is a Category III wetland and unclassified stream onsite. The existing single-family residences and outbuildings will be demolished. The proposed development will take access off of Chain Lake Road. A Notice of Application was issued on January 16, 2019. The application is under review. A review comment letter was sent to the applicant. The application is on hold.

Staff contact – Anita Marrero

9. Woods Creek Highlands Preliminary Plat/PRD, PLPRD2018-03, 13327 Chain Lake Road

Barghausen Consulting Engineers, Inc., on the behalf of Woods Creek Development Inc., is requesting preliminary plat approval for a 24-lot Subdivision/Planned Residential Development. The application was submitted on December 21, 2018. The proposal includes associated grading, drainage improvements, landscaping, and street frontage improvements. The existing single-family residence will be demolished. The proposed development will take access off of Chain Lake Road via 134th Street SE. A Notice of Application was issued on January 25, 2019. Application is under review. The proposed project is scheduled for a public hearing before the hearing examiner in June. The Hearing Examiner approved and an NOD was issued. No appeals were received. The applicant has submitted for civil review. The applicant has applied for a minor modification to the preliminary plat/PRD approval. The NOA was issued. The minor modification was approved. Under civil review.

Staff contact – Anita Marrero

10. Kestrel Ridge PLPRD2018-01, 13217 & 13305 Chain Lake Road

The applicant, Prospect Development is requesting preliminary approval for a 31-lot Planned Residential Development. The proposal includes all associated improvements and open space. The application was deemed complete on September 21, 2018. The applicant is revising the site plan to include an adjacent parcel, change the location of one cut onto Chain Lake Road. Staff is currently waiting for a response to plan review comments or a redesign. The project was resubmitted in December and included the addition of a new parcel to be included in the subdivision. Staff provided comments and the applicant resubmitted in April. SEPA was issued in May. A hearing was held in front of the Hearing Examiner on June 25, 2020. City Council held a closed record hearing in August approving the preliminary plat with conditions.

Staff contact – Amy Bright

11. Safe Harbor 9-lot Short Plat SP2020-02– 16096 174th Drive SE

The proposal is to construct a 9-lot short plat on .72 acres. Existing structures are proposed to be removed. The properties are located within the R15 zone. At this time, staff is awaiting responses to comments.

Staff contact – Amy Bright

12. Safe Harbor 2-lot Short Plat SP2020-01– 15922 175th Drive SE

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

The proposal is to construct a 2-lot short plat on .15 acres. Existing structures are proposed to be demolished. The properties are located within the R15 zone. At this time, staff is awaiting responses to comments.

Staff contact – Amy Bright

13. Sunnyside Gardens Townhomes, SEPA2018-03, 17510 West Main Street

The project consists of a mixed-use development with 11 multi-family buildings for a total of 46 townhome units and 1 commercial building on two parcels approximately 1.81 acres. The entrance will be off of West Main Street with an internal fire apparatus road that will provide access to each unit. The application was submitted on June 27, 2018. The project is under civil review. The applicant has submitted building permit applications for all buildings. A review comment letter has been sent to the applicant. On hold. Project has been approved. Grading permits have been issued. Under construction. Has applied for a Phasing Plan. Building permits have been issued.

Staff contact – Anita Marrero

14. Clothier Short Plat SP2017-01, 13813 Chain Lake Road

The applicant, Shanna Clothier, is requesting preliminary short plat approval for a 7-lot short subdivision on approximately 3.62 acres in the Residential 4 Dwellings per acre (R4) zoning district. The property contains a Category II wetland and an existing single-family residence that will remain. A Notice of Application was issued. A review comment letter was sent to the applicant. Resubmitted plans and response from the applicant were provided to the city on January 30, 2018 and are under current review. A Notice of Decision was issued and no appeals were received. Under construction. Will be submitting for final short plat soon.

Staff contact – Anita Marrero

15. Main Brook Townhomes Plat, PL2017-02, XXXX W Main Street

The applicant, Hanson Homes, is requesting preliminary plat approval for a 19-lot subdivision containing eighteen (18) zero lot-line townhome lots and one (1) commercial lot to be developed in two (2) phases on approximately 1.42 acres in the Mixed-Use Commercial (MUC) zoning district. A Notice of Application was issued. A review comment letter was sent to the applicant. Resubmitted plans and response from the applicant were provided to the city on January 17, 2018 and are under current review. A hearing date has been set for Thursday, February 22, 2018. The Hearing Examiner approved the project. The applicant has submitted for civil plan review. The applicant has submitted a major preliminary plat amendment. The major amendment proposes to change the use of lot 19 from commercial to residential for a 10-unit apartment building. The project is scheduled to go to hearing in May. The project was approved and a Notice of Decision was issued. The applicant submitted for Final Plat Approval. The Final Plat has been recorded. The applicant has submitted for building permits. Under construction.

Staff contact – Anita Marrero

16. Skyview Ridge – 42 Lot Plat/PRD

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

Council adopted ordinance No. 016/2017 on June 20, 2017 approving the final plat and planned residential development for the Skyview Ridge Subdivision (FPLPRD2017-01). The ordinance was published on June 23, 2017 and was effective on June 28, 2017. This plat was purchased by MainVue and is now known as Eaglemont Div. 6. Building permits have been submitted. A final plat application has been submitted for Phase II. The final plat for Phase II has been approved and recorded. The applicant has submitted for building permits.

Staff contact – Anita Marrero

17. Bear Mountain Phase II Plat and PRD – 58 Lots – Final Plat

Final Plat of Phase II was approved.

Staff contact – Amy Bright

18. Foxborough Plat – 18 Lots - Civil Review

The Civil Review application was submitted November 3, 2016. Council approved the Foxborough preliminary plat on November 15, 2016. Civil review comments were sent to the applicant on November 23, 2016. The applicant submitted corrections on January 25, 2017. A second plan review letter was sent on February 15, 2017. The applicant resubmitted on April 21, 2017. Revised plans were submitted May 18, 2017. The civil permits were issued on June 6, 2017.

Staff contact – Shana Restall

19. Eaglemont Division IV Plat and PRD – 115 Lots

The preliminary plat and PRD of Eaglemont Division IV was granted preliminary approval on March 14, 2017. An Early Clear and Grade permit was issued on July 7, 2017. The Forest Practices permit was issued on May 2, 2017. Permits for retaining walls were issued on May 19, 2017. Grading permits were issued July 7, 2017. The applicant submitted a Civil Review application on March 13, 2017. Staff mailed a corrections letter to the applicant on April 5, 2017. The City received a response from the applicant on April 25, 2017. A second corrections letter was sent on July 10, 2017. Revised plans were submitted by the applicant on August 22, 2017. The civil permits were issued on August 24, 2017. The applicant submitted for the Final Plat of Phase 4B on October 28, 2019. Comments were sent on December 3, 2019.

Staff contact – Amy Bright

20. Raspberry Hill Plat, PRD, and Rezone – 26 Lots

An application was submitted on October 27, 2016 for the Raspberry Hill preliminary plat, PRD, and rezone. A comment letter was mailed to the applicant on February 16, 2017, and, at this time, the clock is stopped. Resubmittal on June 15, 2017. The resubmittal was deemed complete on July 3, 2017. The Planning Commission Public Hearing for the Rezone Application was held on August 28, 2017. Findings of Fact and Conclusions for Raspberry Hill Rezone (RZ2016-03) to be approved by the Planning Commission at the September 11th meeting. First reading before council is set for September 26, 2017. The rezone was approved by council on October 3, 2017. The Preliminary Plat/PRD went to a Public Hearing before the Hearing Examiner on November 16, 2017. The Hearing Examiner issued a decision and approved with conditions the

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

Preliminary Plat/PRD. Under construction. Model home permits have been issued. The applicant has submitted for final plat. The plat/PRD has been recorded. The applicant has submitted for building permits. Under construction.

Staff contact – Anita Marrero

21. Dickinson Short Plat – 3 Lots

Preliminary approval of the Dickinson Short Plat was granted by the City on May 2, 2017. The appeal period ended on May 16, 2017. No appeals were received. Civil construction plans have been submitted. Under review. The short plat received an emergency extension to the end of the year to complete site improvements and submit for final short plat. The applicant did not meet the deadline and will have to submit for a new short plat application.

Staff contact – Anita Marrero

22. Wolf Short Plat – 5 Lots

The applicant has submitted required bonds. A corrections letter was sent to the applicant on July 5, 2017. The review is presently on hold awaiting the submittal of additional materials by the applicant. Mylars were submitted and signed by the city. The applicant recorded the short plat with the county.

Staff contact – Shana Restall

23. Eaglemont Division V Plat – 16 Lots

An application for the fifth phase of the Eaglemont subdivision was submitted on August 30, 2017. A notice of application was published and posted on September 15, 2017. A DNS was issued on October 9th and the comment period ended on October 23rd. The preliminary plat hearing was held on January 4, 2108. The Hearing Examiner approved the Preliminary Plat with conditions. Final Plat was submitted on August 28, 2018. Final Plat was approved with conditions on November 13, 2018.

Staff contact – Amy Bright

24. Blueberry Meadows Plat – 36 Lots

An application for the Blueberry Meadows 36-lot plat was received by the City in April 2019. The Hearing Examiner granted preliminary approval on February 25, 2020.

Staff contact – Shana Restall

C. Building Permits Reviewed

There were 2 single-family building permits issued in January 2021. In contrast, 5 single-family building permits had been issued in January 2020. The building department conducted 166 inspections in the month of January 2021.

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021



Staff contact – Jessica Lether

D. Building

1. We received a large number of permit applications submitted in the month of January trying to beat the new 2018 building code update. We are currently working our way through these reviews but are also starting to get several questions regarding the new codes. We are doing our best to answer these questions and will be directing them to online resources such as the energy code for help as needed.
2. We are pleased to announce that we are starting to go digital in the field. This is very exciting as our current system was to bring hard copies of each inspection card into the field for reference and if there are comments or corrections, we hand write them on inspections sheets and leave them on site. Then once in the office we have to type all of these comments into the permit system **and** keep the hard copy as well for public records. This also requires the contractor to go to the job site or call multiple staff trying to get an update. Our goal is to be able to access our permit system in real time to verify permit information, look up digital plans in the field, directly type up corrections in the system and email corrections to the person who requested the inspection to save everyone time. This process will develop over the next several months, but we are excited to get this rolling.

E. Code Enforcement

**Code Enforcement Cases month by month
for 2021**

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

| Month | Opened Cases | | Resolved |
|----------------|--------------|--|----------|
| January | 25 | | 24 |
| | | | |
| Totals: | 25 | | 24 |

- With help from the Parks Department, we now have a Code Enforcement page on the City of Monroe website. The CE team will oversee the page and make updates as needed to meet the needs of our residents.

F. Business Licenses

There were 47 business license applications and 97 business license renewals received in January.

1. New Business Applications – 47 total

| | |
|---|--|
| REAL DEAL SOULD FOOD LLC | 500 E FREMONT ST APT A106 MONROE WA 98272-2363 |
| JK LEGACY HOMES LLC | 19287 132ND ST SE MONROE WA 98272-7875 |
| RICHERT COACHING | 108 E MAIN ST STE 206 MONROE WA 98272-1526 |
| P.A.T SERVICES (PEPERS ARMORY & TAX SERVICES) | 15115 179TH AVE SE MONROE WA 98272-1113 |
| PINES & NEEDLES LLC | 19916 OLD OWEN RD # 508 MONROE WA 98272-9778 |
| 101 WEST, LLC | 108 E MAIN ST STE 201 MONROE WA 98272-1526 |
| DEREK CHAURAN | 18053 W COLUMBIA ST MONROE WA 98272-1228 |
| COOKIES & CORGIS | 15043 174TH AVE SE MONROE WA 98272-1063 |
| BOLT WIRELESS LLC | 19569 STATE ROUTE 2 MONROE WA 98272-1535 |
| LITTLE TECHNICAL SERVICES, LLC | 312 POWELL ST MONROE WA 98272-2228 |
| BELLA VISTA LANDSCAPING SERVICES | 14892 VAN AVE SE MONROE WA 98272-2615 |
| THE MAIL STATION | 19916 OLD OWEN RD MONROE WA 98272-9778 |
| LIGHT ART PHOTOGRAPHY | 19387 135TH ST SE MONROE WA 98272-7898 |
| GROCERY OUTLET OF MONROE | 405 BUTLER AVE BLDG 001 MONROE WA 98272-1525 |
| CONTINENTAL CONCRETE NW | 17585 163RD PL SE MONROE WA 98272-1953 |
| MOSAIC LEARNING CENTER | 15633 LATHAM DR SE MONROE WA 98272-1647 |
| DIANNA ATTERBURY, LMT | 1129 W MAIN ST STE 172 MONROE WA 98272-2034 |
| MARK STOCKWELL | 19916 OLD OWEN RD STE 251 MONROE WA 98272-9778 |
| SABRINA DAWN MCGOWAN | 16691 PINNACLE RD SE MONROE WA 98272-2886 |
| MANNA ELECTRIC LLC | 224 S BLAKELEY ST MONROE WA 98272-2203 |
| KCBC CONSTRUCTION | 16938 157TH ST SE MONROE WA 98272-2713 |
| AGUILA PAINTING | 18445 KILLARNEY CIR MONROE WA 98272-1255 |
| ELITE TRAINING ACADEMY, LLC | 17236 149TH PL SE # A MONROE WA 98272-1000 |
| CHERRY VALLEY MOBILE LLC | 17461 147TH ST SE STE 9 MONROE WA 98272-1070 |
| RUNGOODLIFE | 13582 CHAIN LAKE RD MONROE WA 98272-8306 |
| MAINVUE WA LLC | 1110 112TH AVE NE STE 202 BELLEVUE WA 98004-4509 |
| CLASSICALLY COMFORT | 13931 211TH ST SE SNOHOMISH WA 98296-3917 |

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

| | |
|--|---|
| HEAVY METAL CARPORTS LLC | 80736 HIGHWAY 395 N HERMISTON OR 97838-6260 |
| NOR-TECH FIRE PROTECTION, INC. ROAD CONSTRUCTION NORTHWEST, INC. | 20030 NE NOVELTY HILL RD STE B REDMOND WA 98053-7400 5851 NE 4TH ST RENTON WA 98059-4857 |
| PRECISION REMODELING | 6102 ROCKEFELLER AVE SIDE B EVERETT WA 98203-3836 |
| TT & E, LLC | 1107 STATE HIGHWAY 532 CAMANO ISLAND WA 98282-8833 |
| PROMAX WATER HEATERS & PLUMBING | 14817 242ND DR SE MONROE WA 98272-9631 |
| SERENITY SOLE REFLEXOLOGY LLC | 18205 ALDERWOOD MALL PKWY STE A LYNNWOOD WA |
| PATRIOT HANDYMAN LLC | 6322 95TH PL NE MARYSVILLE WA 98270-2415 |
| ALEMAN LLC | 13020 102ND LN NE APT 5 KIRKLAND WA 98034-2818 |
| DUKE ELECTRIC, INC. | 13550 22ND AVE NE SEATTLE WA 98125-3312 |
| PROJECT CSI | 11411 OVERLOOK DR FISHERS IN 46037-4134 |
| THE CHEESEMAN | 1000 INDUSTRY ST EVERETT WA 98203-7128 |
| A-QUALITY HEATING & AIR CONDITIONING | 16006 73RD DR SE BLDG A SNOHOMISH WA 98296-8671 |
| C WELLER CONSTRUCTION LLC | 9019 10TH ST NE LAKE STEVENS WA 98258-2437 |
| DC HOME IMPROVEMENT | 12827 29TH AVE SE EVERETT WA 98208-6714 |
| EAGER CLEANERS | 306 PROSPECT AVE GRANITE FALLS WA 98252-8740 |
| FIRE AND SAFETY EQUIPMENT CO | 7022 S PROSPECT ST TACOMA WA 98409 |
| SERVICE ELECTRIC CO., INC. | 1615 1ST ST SNOHOMISH WA 98290-2618 |
| READ MECHANICAL | 3204 NE 145TH ST SHORELINE WA 98155-7528 |
| LUNA HOMES NW INC. | 31108 50TH PL SW FEDERAL WAY WA 98023-2009 |

Business License Renewals – 97 total

Staff contact – Amy Bright

LONG RANGE PLANNING

A. Comprehensive Plan

1. 2018-2019 Comprehensive Plan Cycle

The 2018 – 2019 Comprehensive Plan Amendment Docket was remanded by the City Council back to the Planning Commission for additional review. A new public hearing was initially scheduled for March 23, 2020, but has been delayed until Planning Commission is able to meet.

Staff contact – Shana Restall

2. 2020-2021 Comprehensive Plan Cycle

A notice announcing that the City is accepting annual Comprehensive Plan amendments will be published in May 2020. Applications for amendments to the Comprehensive Plan will be accepted by the City until July 31, 2020, after which they will be processed pursuant to Chapter 22.74 MMC, Comprehensive Plan Amendments.

Staff contact – Shana Restall

B. Code Amendments

1. North Kelsey Design Guidelines Code Amendment

On April 10, 2018, the City Council directed the Planning Commission to evaluate amending the Monroe Municipal Code

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

(MMC) to allow multi-family residential in the North Kelsey Planning Area. The code amendments were included in the UDR update. Further code amendments are required as well as amendments to the North Kelsey Design Guidelines and Zoning Map for consistency with the current code. Scheduled for final reading on February 23, 2021.

Staff contact – Anita Marrero

2. Affordable Housing Code Amendment

Staff is in the process of updating its Affordable Housing code. To accomplish this, staff is forming an Affordable Housing Committee that will consist of community members, planning commissioners, and affordable housing proponents. The goal of the Affordable Housing Committee will be to draft a code that will address the affordable housing crisis and implement regulations that will allow and encourage more affordable forms of housing.

Staff contact – Anita Marrero

3. WCF Code Amendment

In September 2018, the Federal Communications Commission (FCC) issued a Declaratory Ruling and Order, FCC 18-133: Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment (“Order”) intended to facilitate and streamline implementation of small cell deployment infrastructure. The FCC Order requires amendments to the City’s municipal code. The amendments primarily pertain to, but not exclusively, small cell technology. The FCC Order became effective on January 14, 2019.

The FCC Order essentially makes it easier for private companies to take local governments to court if they believe municipal policies are effectively prohibiting network investment. To comply with this order, the City is proposing a new code chapter to regulate small wireless facilities as well as updating the current WCF code, MMC 22.62 Large Wireless Communication Facilities.

Staff contact – Anita Marrero

4. UDR Code Housekeeping

As the UDR has been in use for nearly a year, staff is in the process of identifying and preparing amendments to rectify discrepancies and omissions.

Staff contact – Shana Restall

5. Permanent Temporary Encampments Regulations

The City’s temporary encampment regulations were not updated for compliance with state law when it changed in 2010. Additionally, Staff is updating the City’s regulations for conformance with changes that would be instituted under HB 1754, which, as of March 11, 2020, was awaiting signature by Governor Inslee.

Staff contact – Shana Restall

C. Online Inspection Requests

1. Our contractors and homeowners remain pleased with our online inspection request system and we have not received any complaints.

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Report for January 2021

D. Monroe – Duvall Shuttle

| Month | ROUTE | Days | Total | Adult | Youth | Senior | Disable |
|-----------------|-------|------|-------|-------|-------|--------|---------|
| January, 2020 | SVTM | 21 | 109 | 57 | 9 | 3 | 40 |
| February, 2020 | SVTM | 19 | 56 | 52 | 0 | 4 | 0 |
| March, 2020 | SVTM | 22 | 22 | 20 | 0 | 2 | 0 |
| April, 2020 | SVTM | 22 | 56 | 56 | 0 | 0 | 0 |
| May, 2020 | SVTM | 20 | 24 | 24 | 0 | 0 | 0 |
| June, 2020 | SVTM | 22 | 38 | 36 | 0 | 0 | 2 |
| July, 2020 | SVTM | 23 | 11 | 9 | 0 | 2 | 2 |
| August, 2020 | SVTM | 21 | 15 | 14 | 0 | 1 | 0 |
| September, 2020 | SVTM | 21 | 56 | 55 | 0 | 0 | 1 |
| October, 2020 | SVTM | 23 | 306 | 137 | 145 | 20 | 4 |
| November, 2020 | SVTM | 19 | 112 | 14 | 63 | 5 | 30 |
| December, 2020 | SVTM | 20 | 97 | 79 | 1 | 17 | 2 |
| January, 2021 | SVTM | 19 | 56 | 56 | 0 | 0 | 0 |

E. Miscellaneous

1. Housing Action Plan

In October 2019, the City of Monroe applied for a Department of Commerce grant funded through HB1923, 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 choose to adopt a Housing Action Plan with a total funding request of \$50,000. The City Council accepted the grant funding at the January 21, 2020 council meeting. The goal of a housing action 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 Stakeholder Advisory Committee (SAC) has been confirmed and the first meeting was held via Zoom on September 23rd. The draft Housing Needs Assessment is available on the project page website for review.

Staff contact – Anita Marrero

CURRENT PLATS

| Plats 10 lots or greater | | |
|-------------------------------|-------------------------------|-----|
| Final Plats - Recorded | | |
| Name of Plat | # Lots | |
| A | Bear Mountain Estates Phase 2 | 15 |
| B | Belmont Terrace | 19 |
| C | Eaglemont Division M | 115 |
| D | Eaglemont Division V | 42 |
| E | Eaglemont Division VI | 16 |
| F | Barbri Court | 88 |
| G | Melbrook Townhomes | 18 |
| H | Sweetstar | 100 |
| I | Skycroft | 26 |
| Preliminary Plats - Approved | | |
| Name of Plat | # Lots | |
| J | Blueberry Meadows | 29 |
| K | Foxborough | 18 |
| L | Kestrel Ridge | 31 |
| M | Stanton Station | 22 |
| N | Woods Creek Highlands | 24 |
| Preliminary Plats - In Review | | |
| Name of Plat | # Lots | |
| O | Garibaldi | 61 |
| P | Eaglemont Division VII | 46 |

CURRENT SHORT PLATS

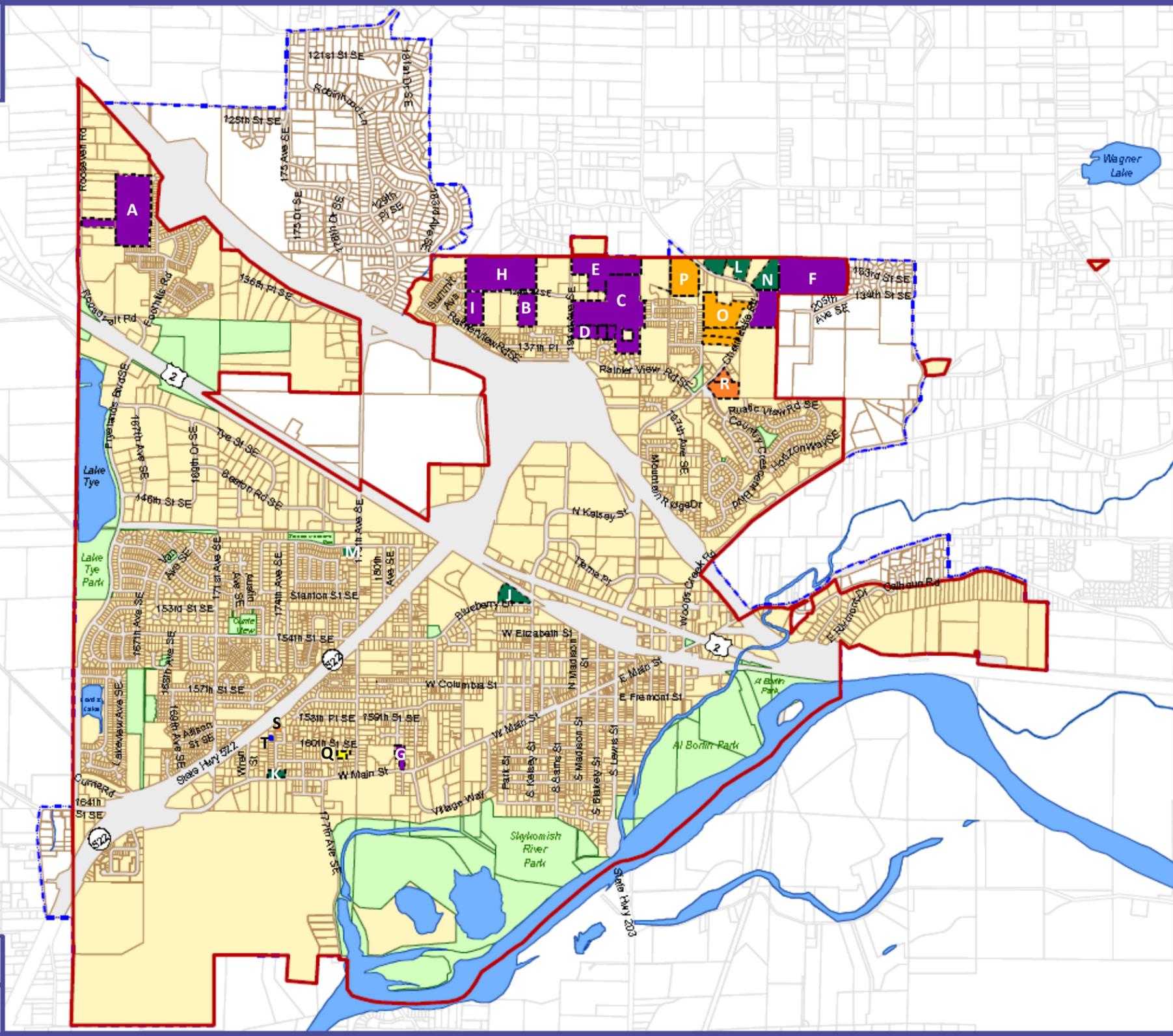
| Short Plats Plots of less | | |
|-------------------------------------|-------------|---|
| Final Short Plats - Recorded | | |
| Name of Short Plat | # Lots | |
| Q | Wolf | 5 |
| Preliminary Short Plats - In Review | | |
| Name of Short Plat | # Lots | |
| R | Clotiker | 7 |
| S | Salt Harbor | 2 |
| Preliminary Short Plats - In Review | | |
| Name of Short Plat | # Lots | |
| T | Salt Harbor | 9 |

BOUNDARIES

- Monroe City Limits
- Urban Growth Area
- Parks
- Streets

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

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AGENDA BILL

Meeting Date: March 09, 2021

Staff Contact: Jakeh Roberts, Deputy Public Works Director

Department: Public Works

SUBJECT: Public Works Department Report

REQUESTED ACTION:

None

POLICY CONSIDERATIONS:

None

DESCRIPTION/BACKGROUND:

None

FISCAL IMPACTS:

None

TIME CONSTRAINTS:

None

ALTERNATIVES TO REQUESTED ACTION:

None

ATTACHMENTS:

[Public Works 2021- 3 Department Report](#)

PUBLIC WORKS DEPARTMENT



MARCH 2021 UPDATE

Supervisory Control and Data Acquisition (SCADA) System Improvement Project:

In the Fall of 2020 the City awarded a contract to upgrade three of the city's seven water reservoir SCADA system sites because the Trombley Hill, Ingraham Hill, and North Hill reservoirs SCADA systems had become obsolete. SCADA systems are responsible for maintaining water levels in the reservoirs, actuating pumps, responding to fire protection flow demands, and notifying O&M Division staff when situations like power outages occur.

Last week the selected contractor, TSI, completed the installation and testing of the systems to bring the project to the 90% completion stage. The project is slated to be moved to the final acceptance stage by Water & Sewer Operations Manager John Lande at the end of March, 2021.

| | |
|---------------------------------|-----------------|
| SCADA Project Details | |
| Project Payments to Date | \$53,720 |
| 2020 Project Budget | \$92,610 |
| Project Progress | 90% |



Pump Control Panel at North Hill



Technician working on ladder style wiring System within the control cabinet at Trombley

PUBLIC WORKS DEPARTMENT



MARCH 2021 UPDATE

Presidents Day Weekend Winter Storm Response:

As the snow fell over Presidents day weekend the City's plows and sanders were out taking care of the roads. Highlighted in the pictures below is the social media post from that weather event and the positive praise City staff received for keeping priority roads clear.

While plowing is primarily a Public Works effort, after-hours response to these events relies upon the dedicated group of Sergeants and Officers from the Police Department who are very pro-active in calling our 24-hour responders when snow starts to accumulate on City roads.

For more information on the City's snow and ice response program visit the City web page here: <http://monroewa.gov/232/Snow-Ice-Removal>

City of Monroe, WA
Feb 13 at 10:55 AM • 🌐

As the snow continues to fall, City plows remain on priority route and will work towards local and neighborhood streets after clearing arterial roads. Crews have been working through the night to clear, sand, and salt roadways and sidewalks. For more information on snow and ice removal, please visit: <https://www.monroewa.gov/232/Snow-Ice-Removal>. Please stay warm and safe!

63

Mark Adelmund Carly Nelsen-Wright call th...

Gloria Jimenez
Thank you so much!!! ❄️❄️❄️🙏🙏🙏 stay safe. Please!! ❤️🥰

Tenor

2w Like Reply

Holly Emmons
We appreciate you! Thank you!

2w Like Reply

Top Fan
Raabette Elliott

thank you GIF

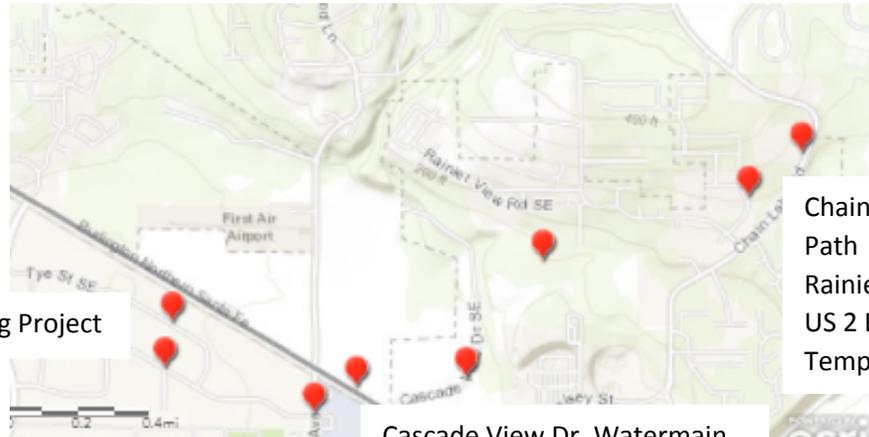
63 9 Comments • 3 Shares

PUBLIC WORKS DEPARTMENT



MARCH 2021 UPDATE

2020 Annual Paving Project



Chain Lake Rd. Shared Path
Rainier View Rd. PRV
US 2 Bypass
Temporary Trail

Cascade View Dr. Watermain
2020 Annual Paving Project
147th Signal Project

SR 522



2020 Annual Paving

DOC Second Reservoir

PUBLIC WORKS DEPARTMENT



MARCH 2021 UPDATE

Key Metrics:

Key metrics for Public Works are show below and can be found on the City web page here:

<http://monroewa.gov/1021/Public-Works-Operational-Metrics>

PUBLIC WORKS OPERATIONAL METRICS

| | March 2020 | April 2020 | May 2020 | June 2020 | July 2020 | Aug 2020 | Sept 2020 | Oct 2020 | Nov 2020 | Dec 2020 | Jan 2021 | Feb 2021 |
|---|---------------|---------------|-------------|--------------|--------------|-------------|--------------|-------------|-------------|-------------|-------------|-------------|
| WWTP Flow Tot. (Millions Gallons) | 52 | 50 | 48 | 53 | 45 | 45 | 46 | 52 | 58 | 63 | 73 | 60 |
| WWTP Avg. Flow (Millions Gallons) | 1.69 | 1.67 | 1.56 | 1.77 | 1.47 | 1.44 | 1.52 | 1.67 | 1.63 | 1.78 | 2.3 | 2.14 |
| Tons of Bio-Solids Processed | 286 | 268 | 234 | 216 | 240 | 232 | 254 | 226 | 220 | 250 | 227 | 235 |
| Staff Hours Spent on Private Development | 231 | 402 | 416 | 231 | 403 | 304 | 288 | 246 | 326 | 346 | 276 | |
| Staff Hours Spent on City Capital Projects | 676 | 521 | 676 | 837 | 836 | 675 | 648 | 595 | 577 | 648 | 519 | |
| Sweeping Miles/ Brush Cutting Hours | 134 | 344 | 261 | 29 | 421 | 427 | 494 | 259 | 328 | 415 | 463 | 323 |
| Utility Locates Completed | 0 | 0 | 0 | 0 | 124 | 128 | 108 | 78 | 65 | 13 | 0 | 0 |
| Utility Locates Completed | 220 | 156 | 250 | 201 | 214 | 219 | 229 | 250 | 234 | 186 | 314 | 336 |
| Water Sold (Millions Gallons) | 50 | 50 | 48 | 58 | 85 | 85 | 83 | 60 | 48 | 50 | 49.4 | 50 EST |

RECEIVED AND ALLOCATED*

| | Moderna Dose 1 | Moderna Dose 2 | Pfizer Dose 1 | Pfizer Dose 2 | Johnson & Johnson (1- dose) | Subtotal Dose 1 | Subtotal Dose 2 | TOTAL |
|---|-------------------|-------------------|------------------|------------------|-----------------------------------|--------------------|--------------------|----------------|
| Doses Received (12/15/20-2/27/21) | 76,525 | 94,500 | 28,665 | 14,040 | 0 | 105,190 | 108,540 | 213,730 |
| Allocated for week 12 (2/28/21-3/7/21) | 700 | 9,200 | 2,340 | 0 | 5,000 | 3,040 | 9,200 | 17,240 |
| Total vaccines allocated | 77,225 | 103,700 | 31,005 | 14,040 | 5,000 | 108,230 | 117,740 | 230,970 |

ADMINISTERED**

| | Moderna Dose 1 | Moderna Dose 2 | Pfizer Dose 1 | Pfizer Dose 2 | Johnson & Johnson (1- dose) | Subtotal Dose 1 | Subtotal Dose 2 | TOTAL |
|---|-------------------|-------------------|---------------------|---------------------|-----------------------------------|--------------------|--------------------|----------------|
| Doses administered (12/15/20-2/20/21) | 63,846 | 36,696 | 19,228 | 12,682 | 0 | 83,074 | 49,378 | 132,452 |
| Doses administered in Week 11 (2/21- 2/27/2021) | 13,700 | 4,027 | 9,908 | 152 | 0 | 23,608 | 4,179 | 27,787 |
| Total Vaccines Administered | 77,546 | 40,723 | 29,136 | 12,834 | 0 | 106,682 | 53,557 | 160,239 |

| Case Count (cumulative since Jan. 2020) | Last Updated: 3:25 p.m. 3/04/21 | Change from 3/03/21 |
|--|---------------------------------|---------------------|
| Confirmed | 29,246 | +50 |
| Probable | 1,937 | +1 |
| Deaths | 547 | +5** |
| Currently hospitalized (not cumulative) | 25 confirmed COVID* | -4 confirmed COVID |
| Hospitalized patients requiring ventilators (not cumulative) | 4 | +1 |



AGENDA BILL

Meeting Date: March 09, 2021

Staff Contact: Katie Darrow, Events & Tourism
Coordinator

Department: Parks & Recreation

SUBJECT: February 2021 Parks Department Report

REQUESTED ACTION:

Discussion Only

POLICY CONSIDERATIONS:

N/A

DESCRIPTION/BACKGROUND:

N/A

FISCAL IMPACTS:

N/A

TIME CONSTRAINTS:

N/A

ALTERNATIVES TO REQUESTED ACTION:

N/A

ATTACHMENTS:

[ParksDeptUpdateFebruary21](#)



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

Governor's Office COVID-19 Update:

On January 5, 2021, Governor Inslee announced the [Healthy Washington - Roadmap to Recovery plan](#), which lays out the process to safely reopen Washington state. The plan includes guidance for certain businesses and industries including outdoor recreation activities to help protect Washingtonians and minimize the spread of COVID-19. This plan replaces the Governor's previous Safe Start Reopening Plan

The full Healthy Washington phased chart is available [here](#).

Updated Guidance for Sports, Recreation and Fitness:

- [Fitness and Training](#)
- [Outdoor Recreation](#)
- [Water Recreation](#)
- [Sporting Activities: recreational, K-12, higher education and professional](#)
- [Racing: non-motorized and motorized](#)
- [Golf](#)

To find more information about City Operations during the COVID 19 pandemic visit go [here](#).

Operations

Parks and Recreation Department team members completed a lot in February. Regular duties included scheduled maintenance, park improvements and repair work on facilities, equipment and landscaped areas. Specific projects included the installation of a new concrete picnic table pad at Travelers Park and installation of new dog waste stations at various parks around the City.

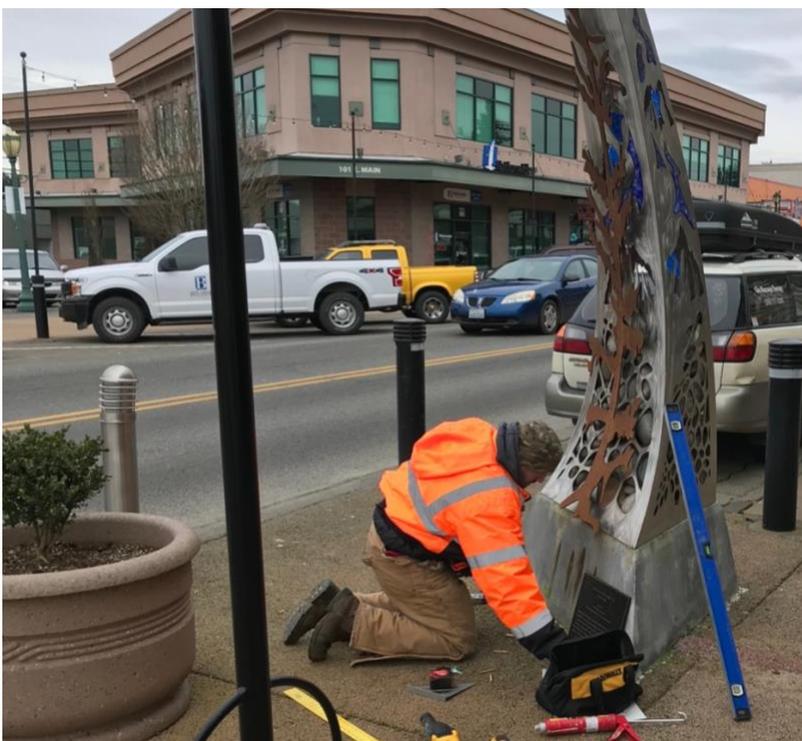


Left and center: Parks crew members cleaned up and mulched City Hall and the North Kelsey roundabout. Right: A new dog waste station at Currie View Park.



Installation of the new picnic table concrete pad at Travelers Park.

In addition to the above tasks, the crew installed a plaque on the Guardian of the Mountain Pass sculpture at the corner of Main & Lewis.



Parks Lead Mike Thomas installing a plaque on the Guardian of the Mountain Pass sculpture at the corner of Main and Lewis Streets.

Parks, Recreation, and Open Space (PROS) Plan Update

In August 2020, the City of Monroe began updating its Parks, Recreation & Open Space Plan to identify community priorities, funding options, tourism impacts, and recommendations to improve and enhance parks, recreation facilities, trails, programs, events, and related services in our community. Our state Growth Management Act requires that the plan be updated every 6 years in order to be eligible for grant funding programs to support park capital improvement projects.

As part of the planning process, an online survey was conducted from December 16, 2020 to January 19, 2021, inviting community members to provide input on the state of parks and recreation, current needs, funding priorities, and funding mechanisms. The input received will help shape the goals and strategies of the Plan, expected to be completed and adopted in January 2022.

A link to the questionnaire was posted on the City's website and distributed via email, social media, press releases, School District information and other outreach methods. A total of 996 responses were received. Several questions allowed respondents to write in responses. Write-in responses will be included as an Appendix within the Plan. This community survey received more than 3-times the number of participants than the last PROS Plan update 6 years ago. Thank you to our community. Key takeaways and the final summary of findings will be presented to the City Council March 16, 2021 and posted on the city website.

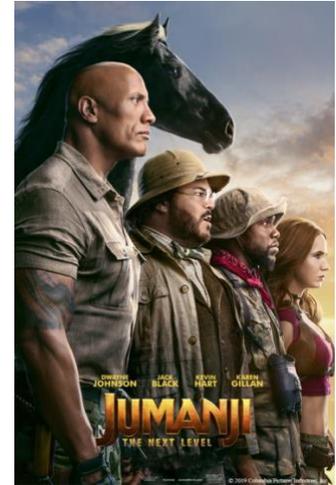


Monroe Park Board

During their February 2021 meeting, the Monroe Park Board listened to a presentation of the City of Monroe Economic and Regional Demand Analysis Discussion Draft prepared by High Peak Strategy, and shared their feedback with Economic Development Specialist James Palmer who is compiling feedback to aide in refining the final report.

Movies Under the Moon Series

Our Movies Under the Moon partners have selected our 2021 movies and tentatively set a schedule for the outdoor movies on Friday evenings in August, subject to being allowed under Governor Inslee's Roadmap to Recovery Plan. The proposed showings and dates would be: August 6th - *War With Grandpa*, August 13th - *Frozen II*, August 20th - *The Lion King*, August 27th - *Jumanji: The Next Level*. We appreciate our movie rights sponsor Republic Services for helping us make this event happen. A thank you to our other partners as well; Monroe Arts Council, Monroe Boys & Girls Club, Monroe Chamber of Commerce, Monroe Community Band, Monroe Public Schools Foundation, Monroe/Sky Valley Family YMCA and Sno-Isle Libraries.



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 the present. The following is a summary of data for the past month:

Locations: Al Borlin Park

| DATE | TOTAL LABOR HOURS | # BAGS OF LITTER COLLECTED | NOTES |
|-------------|-------------------|----------------------------|--|
| 2/2 | 5 | 0 | |
| 2/9 | 6.5 | 0 | |
| 2/16 | 6.5 | 2 | |
| 2/23 | 6 | 0 | |
| Avg. | 6 | .5 | |
| | | | See attached Parks Homeless Response Data 2017- 2020 |

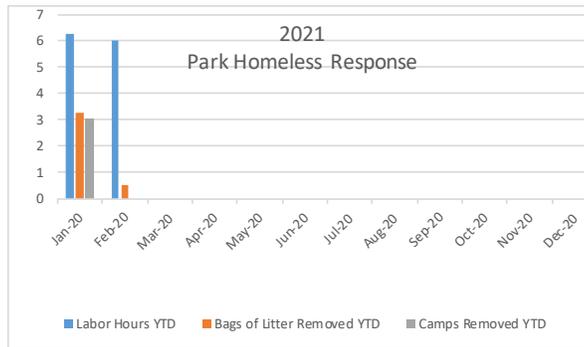
Volunteer Opportunities

Due to COVID-19 the City of Monroe’s volunteering has been temporarily suspended. If you have any questions or would like additional information, please contact Katie Darrow at (360) 863-4519.

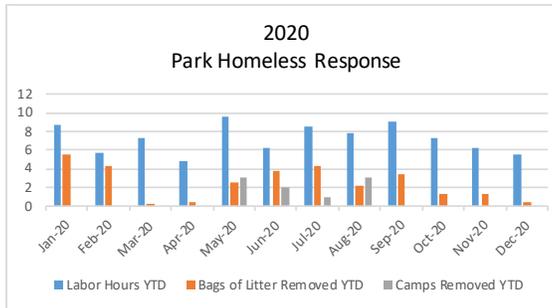
Visit the City website www.monroewa.gov for information on upcoming programs and events.

**2017-2020
Park Homelessness Response**

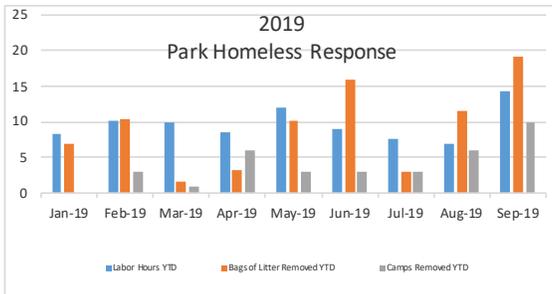
| | Labor Hours YTD | Bags of Litter Removed YTD | Camps Removed YTD |
|-------------------|-----------------|----------------------------|-------------------|
| Jan-20 | 6.25 | 3.25 | 3 |
| Feb-20 | 6 | 0.5 | 0 |
| Mar-20 | | | |
| Apr-20 | | | |
| May-20 | | | |
| Jun-20 | | | |
| Jul-20 | | | |
| Aug-20 | | | |
| Sep-20 | | | |
| Oct-20 | | | |
| Nov-20 | | | |
| Dec-20 | | | |
| Total 2021 | 12.25 | 3.75 | 3 |



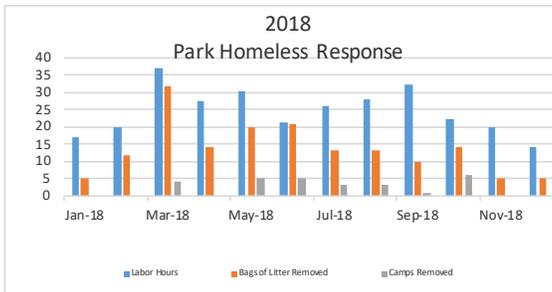
| | Labor Hours YTD | Bags of Litter Removed YTD | Camps Removed YTD |
|-------------------|-----------------|----------------------------|-------------------|
| Jan-20 | 8.75 | 5.5 | 0 |
| Feb-20 | 5.67 | 4.33 | 0 |
| Mar-20 | 7.25 | 0.25 | 0 |
| Apr-20 | 4.9 | 0.4 | 0 |
| May-20 | 9.625 | 2.5 | 3 |
| Jun-20 | 6.25 | 3.75 | 2 |
| Jul-20 | 8.5 | 4.25 | 1 |
| Aug-20 | 7.875 | 2.25 | 3 |
| Sep-20 | 9 | 3.4 | 0 |
| Oct-20 | 7.25 | 1.25 | 0 |
| Nov-20 | 6.25 | 1.25 | 0 |
| Dec-20 | 5.5 | 0.5 | 0 |
| Total 2020 | 86.82 | 29.63 | 9 |



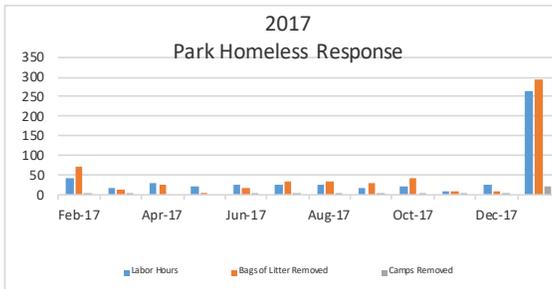
| | Labor Hours YTD | Bags of Litter Removed YTD | Camps Removed YTD |
|-------------------|-----------------|----------------------------|-------------------|
| Jan-19 | 8.3 | 7 | |
| Feb-19 | 10.2 | 10.3 | 3 |
| Mar-19 | 10 | 1.5 | 1 |
| Apr-19 | 8.5 | 3.25 | 6 |
| May-19 | 11.9 | 10.25 | 3 |
| Jun-19 | 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 |



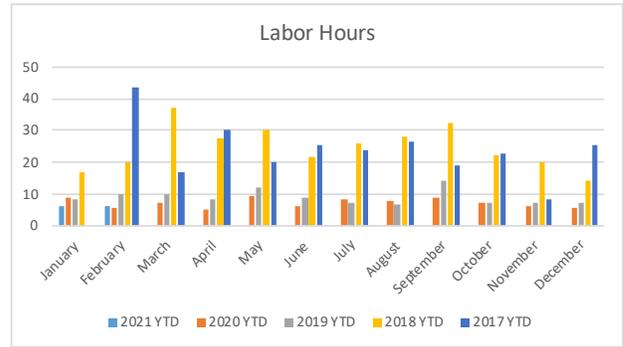
| | Labor Hours | Bags of Litter Removed | Camps Removed |
|-------------------|--------------|------------------------|---------------|
| Jan-18 | 17 | 5 | 0 |
| Feb-18 | 20 | 12 | 0 |
| Mar-18 | 37 | 32 | 4 |
| Apr-18 | 27.5 | 14 | 0 |
| May-18 | 30.5 | 20 | 5 |
| Jun-18 | 21.5 | 21 | 5 |
| Jul-18 | 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 |



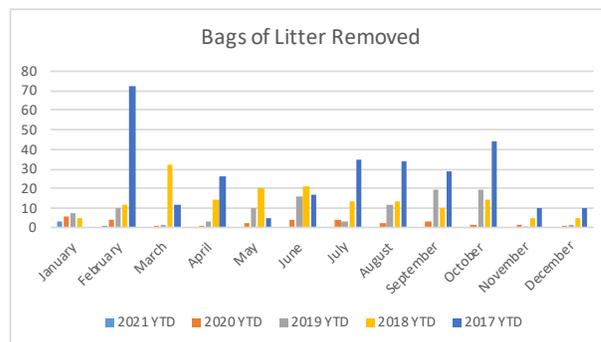
| | Labor Hours | Bags of Litter Removed | Camps Removed |
|-------------------|--------------|------------------------|---------------|
| Feb-17 | 43.5 | 72.5 | 4 |
| Mar-17 | 17 | 12 | 3 |
| Apr-17 | 30 | 26 | 0 |
| May-17 | 20 | 5 | 0 |
| Jun-17 | 25.5 | 17 | 2 |
| Jul-17 | 24 | 35 | 3 |
| Aug-17 | 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 |



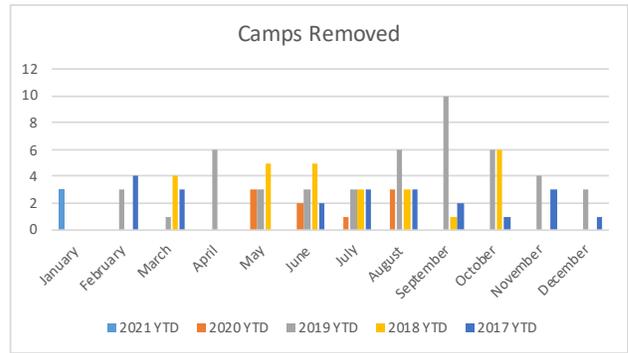
| Labor Hours | 2021 YTD | 2020 YTD | 2019 YTD | 2018 YTD | 2017 YTD |
|-------------|----------|----------|----------|----------|----------|
| January | 6.25 | 8.75 | 8.3 | 17 | 0 |
| February | 6 | 5.67 | 10.2 | 20 | 43.5 |
| March | 7.25 | 10 | 37 | 17 | |
| April | 4.9 | 8.5 | 27.5 | 30 | |
| May | 9.625 | 11.9 | 30.5 | 20 | |
| June | 6.25 | 9 | 21.5 | 25.5 | |
| July | 8.5 | 7.5 | 26 | 24 | |
| August | 7.875 | 6.9 | 28 | 26.5 | |
| September | 9 | 14.25 | 32.5 | 19 | |
| October | 7.25 | 7.3 | 22.5 | 23 | |
| November | 6.25 | 7.5 | 20 | 8.5 | |
| December | 5.5 | 7.3 | 14 | 25.5 | |



| Bags of Litter Removed | 2021 YTD | 2020 YTD | 2019 YTD | 2018 YTD | 2017 YTD |
|------------------------|----------|----------|----------|----------|----------|
| January | 3.25 | 5.5 | 7 | 5 | 0 |
| February | 0.5 | 4.33 | 10.3 | 12 | 72.5 |
| March | | 0.25 | 1.5 | 32 | 12 |
| April | | 0.4 | 3.25 | 14 | 26 |
| May | | 2.5 | 10.25 | 20 | 5 |
| June | | 3.75 | 16 | 21 | 17 |
| July | | 4.25 | 3 | 13 | 35 |
| August | | 2.25 | 11.5 | 13 | 34 |
| September | | 3.4 | 19.25 | 10 | 29 |
| October | | 1.25 | 19.4 | 14 | 44 |
| November | | 1.25 | 0.875 | 5 | 10 |
| December | | 0.5 | 1.2 | 5 | 10 |



| Camps Removed | 2021 YTD | 2020 YTD | 2019 YTD | 2018 YTD | 2017 YTD |
|---------------|----------|----------|----------|----------|----------|
| January | 3 | 0 | 0 | 0 | 0 |
| February | 0 | 0 | 3 | 0 | 4 |
| March | | 0 | 1 | 4 | 3 |
| April | | 0 | 6 | 0 | 0 |
| May | | 3 | 3 | 5 | 0 |
| June | | 2 | 3 | 5 | 2 |
| July | | 1 | 3 | 3 | 3 |
| August | | 3 | 6 | 3 | 3 |
| September | | 0 | 10 | 1 | 2 |
| October | | 0 | 6 | 6 | 1 |
| November | | 0 | 4 | 0 | 3 |
| December | | 0 | 3 | 0 | 1 |





AGENDA BILL

Meeting Date: March 09, 2021

Staff Contact: Mike Farrell, Parks & Recreation
Director

Department: Parks & Recreation

SUBJECT: CAI Park Recreation and Open Space Plan Demographic Analysis

REQUESTED ACTION:

Review the demographic report prepared by Community Attributes Inc (CAI) for the Park, Recreation, and Open Space Plan

POLICY CONSIDERATIONS:

The analysis provides demographic data for the City of Monroe including and excluding the population at the MCC. Analysis and findings will support the development of an updated Parks, Recreation and Open Space (PROS) Plan and provide data to help assess parks and recreation needs and service gaps.

DESCRIPTION/BACKGROUND:

This memorandum summarizes the population and demographic composition within the City of Monroe. The Monroe Correctional Complex (MCC), a Washington state facility housing male inmates, is located within the City of Monroe and the population at the MCC are included within the demographic data for the City of Monroe.

This analysis leverages data from the U.S. Census Bureau's American Community Survey (ACS), U.S. Census, Washington State Department of Corrections (DOC), Washington State Office of Financial Management (OFM), and the Puget Sound Regional Council (PSRC). The Washington State DOC publishes detailed fact cards with data on the composition of the population within the complex by age and race.

The percentages by age and race for the population at the MCC from the most recent available fact sheet are used to estimate the number of individuals by age and race for the 2018 average total population at the MCC.

These estimates are removed from the male population by age and race in the City of Monroe from the ACS estimates to arrive at an estimate of non-inmate population in the City of Monroe.

The demographic composition of the City of Monroe is different when inmates at the MCC are excluded from the calculations. Specifically, when excluding the inmate population, Monroe is:

- Younger, with a lower proportion of residents between the ages of 25-55 and a higher proportion under the age of 20; and
- Less diverse, with a higher proportion of White population (82% compared to 80%) and a corresponding decrease in BIPOC population.

Excluding the inmate population at the (MCC), a larger proportion of the population in the City of Monroe are under the age of 20. Most of the population is still between the ages of 25 and 55, 46% excluding the inmate population, compared to 50% including the MCC population.

The population in the City of Monroe, excluding the population at the MCC, is less diverse (82% white exclude inmates at MCC, compared to 80% including inmates at MCC). Additionally, the proportion of the population that is "Black Alone" decreases from 3% to less than 1% when MCC inmates are excluded. The proportion of the population of Hispanic origin increases to nearly 19% from 18%. Additionally, the female proportion of population increases from 45% to 52% after excluding the population at the MCC.

FISCAL IMPACTS:

None.

TIME CONSTRAINTS:

None.

ALTERNATIVES TO REQUESTED ACTION:

Review the report and ask questions of city staff.

ATTACHMENTS:

[CAI.Monroe PROS Demographic Analysis Memo.2020 1201](#)

Memorandum

To: City of Monroe and MIG
From: Michaela Jellicoe and Elliot Weiss, Community Attributes Inc.
Date: December 1, 2020
Re: **City of Monroe Parks, Recreation and Open Space Plan Demographic Analysis**

This memorandum summarizes the population and demographic composition within the City of Monroe. The Monroe Correctional Complex (MCC), a Washington state facility housing male inmates, is located within the City of Monroe and the population at the MCC are included within the demographic data for the City of Monroe. The analysis provides demographic data for the City of Monroe including and excluding the population at the MCC. Analysis and findings will support the development of an updated Parks, Recreation and Open Space (PROS) Plan and provide data to help assess parks and recreation needs and service gaps.

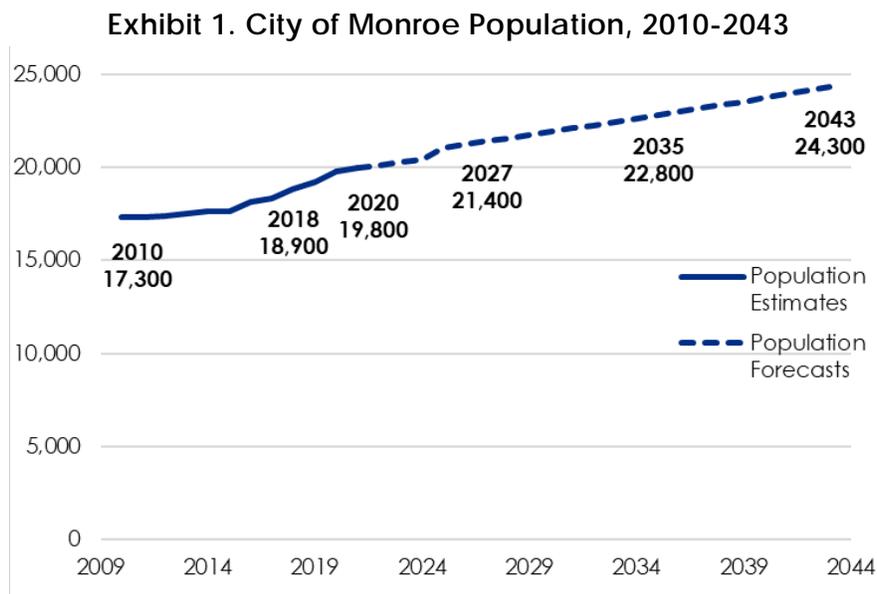
This analysis leverages data from the U.S. Census Bureau's American Community Survey (ACS), U.S. Census, Washington State Department of Corrections (DOC), Washington State Office of Financial Management (OFM), and the Puget Sound Regional Council (PSRC). The Washington State DOC publishes detailed fact cards with data on the composition of the population within the complex by age and race. The percentages by age and race for the population at the MCC from the most recent available fact sheet are used to estimate the number of individuals by age and race for the 2018 average total population at the MCC. These estimates are removed from the male population by age and race in the City of Monroe from the ACS estimates to arrive at an estimate of non-inmate population in the City of Monroe.

This memo is organized as follows.

- **Current and Forecasted Population.** Summary of current and forecasted population within the City of Monroe.
- **City of Monroe Demographic Composition.** Description of the demographic composition within the City of Monroe, including by race, age, and gender, as well as household income.
- **Monroe Correctional Complex Demographic Composition.** Analysis of the demographic composition by age and race within the inmate population of the MCC.
- **Non-Inmate Population Demographic Composition.** Analysis of the demographic composition of residents within the City of Monroe, excluding the inmate population at the MCC.

CURRENT AND FORECASTED POPULATION

The City of Monroe is home to a total population of 19,800 according to data from the Washington State OFM. Since 2015, the City has seen annual growth of 2.4%, increasing from 17,620 in 2015. PSRC projects that the City of Monroe will grow at an average annual rate of 1.3% between 2020 and 2025 and 0.8% annually between 2025 and 2040. By 2027, which corresponds with the timeline for the 6-Year Capital Improvements Plan, the City of Monroe is projected to have an estimated population of 21,400. By 2040, the City of Monroe is projected to reach a total population of 24,300. **(Exhibit 1)**



Sources: Washington State OFM, 2020; PSRC, 2020; Community Attributes Inc., 2020.

Between 2015 and 2019 the population at the MCC varied between 2,415 (2015) and 2,528 (2019). The capacity of the Correctional Complex has remained at 2,436 since 2016, a decrease of 32 from the capacity in 2015 **(Exhibit 2)**. The population at the MCC has remained relatively stable between 2010 and 2020, averaging 2,467 annually.

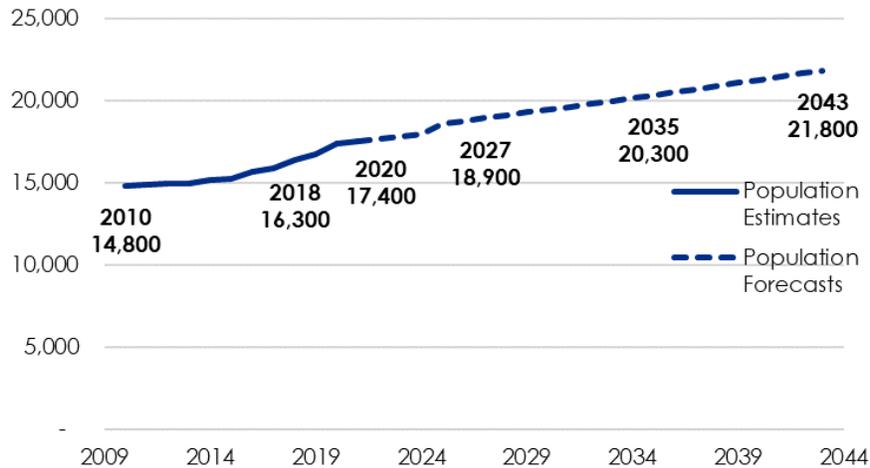
Exhibit 2. Monroe Correctional Complex Average Annual Population, 2015-2019

| Year | Average Annual Population | Capacity |
|------|---------------------------|----------|
| 2015 | 2,415 | 2,468 |
| 2016 | 2,453 | 2,436 |
| 2017 | 2,451 | 2,436 |
| 2018 | 2,512 | 2,436 |
| 2019 | 2,528 | 2,436 |

Source: Washington State DOC, Average Daily Population of Incarcerated Individuals in Prisons, 2020.

Assuming capacity and population at the MCC continue to remain stable through 2043, the total population in the City of Monroe, excluding the population at the MCC is estimated to reach 18,900 by 2027 and 21,800 by 2043 (**Exhibit 3**).

Exhibit 3. Estimated City of Monroe Non-Inmate Population, 2010-2043

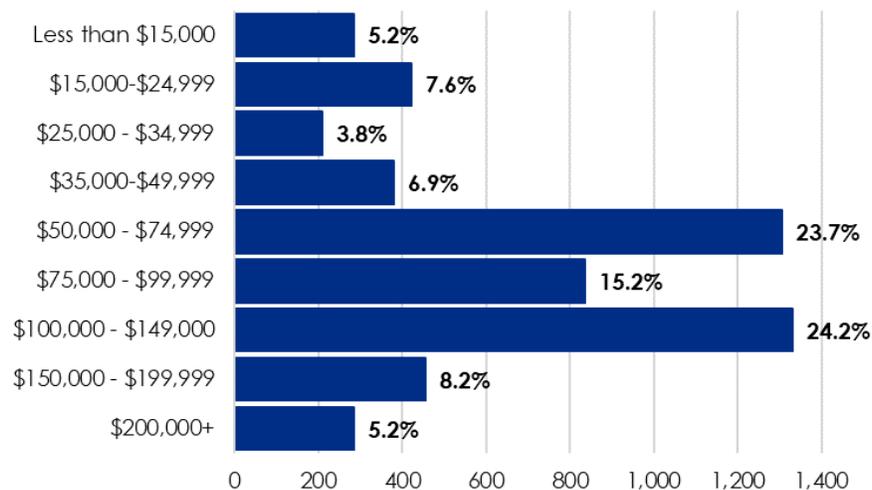


Source: Washington State DOC, Average Daily Population of Incarcerated Individuals in Prisons, 2020; Washington State OFM, 2020; PSRC, 2020; Community Attributes Inc., 2020.

CITY OF MONROE DEMOGRAPHIC COMPOSITION

According to the ACS, the City of Monroe has a median household income of \$79,700; 63% of households have income between \$50,000 and \$150,000. Nearly 17% of household have income less than \$35,000, and 13% have income greater than \$150,000 (**Exhibit 4**). The ACS data on household income does not include group quarters population and therefore excludes the population at the Monroe Correctional Complex.

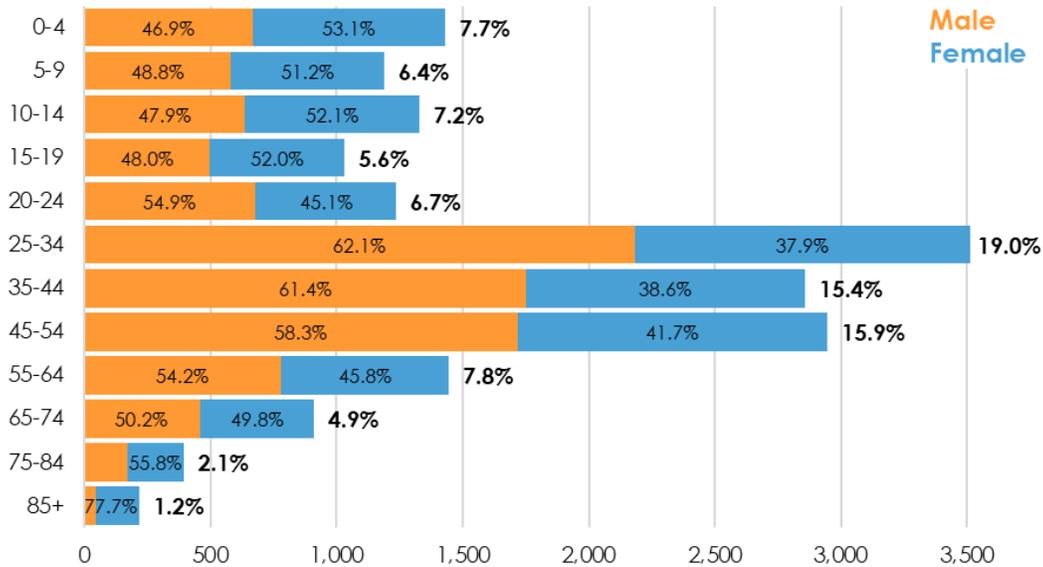
Exhibit 4. City of Monroe Share of Households by Household Income, 2018



Source: U.S. Census Bureau ACS 2018 5-Year Estimates, 2020.

ACS data on age and sex do include groups quarters population, so the data below are inclusive of inmates at the MCC. Across the City of Monroe, 55% of the population are male. Overall, nearly 27% of the population are under the age of 20, 50% are between 20 and 55, and 8% are over the age of 65 (**Exhibit 5**). There are more men than women in the 25 to 55 age range, as 56% of adults in this segment are male (compared to 44% female).

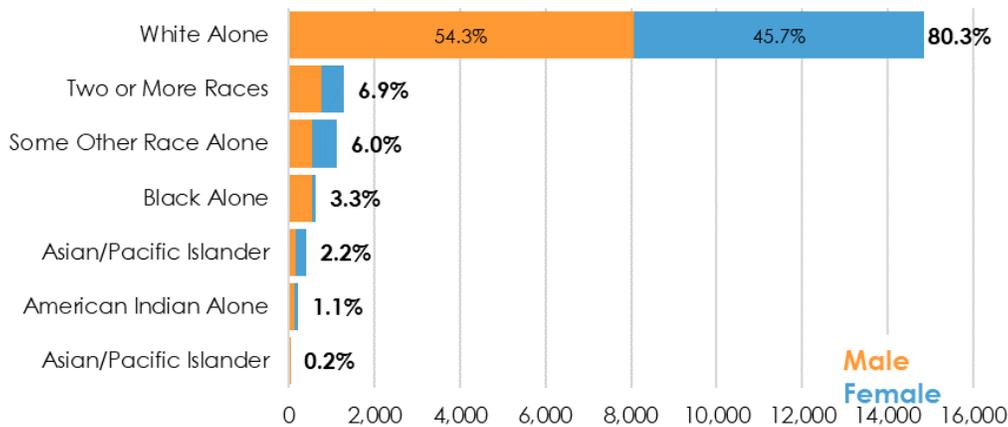
Exhibit 5. City of Monroe Share of Population by Sex by Age, 2018



Source: U.S. Census Bureau ACS 2018 5-Year Estimates, 2020.

More than 80% of Monroe’s population are white (**Exhibit 6**). The male population is more racially diverse (79% white) than the female population (82% white). Three percent of the population are Black Alone and 2% are Asian or Pacific Islander. Overall, 18% of the population are Hispanic origin of any race.

Exhibit 6. City of Monroe Share of Population by Sex by Race, 2018

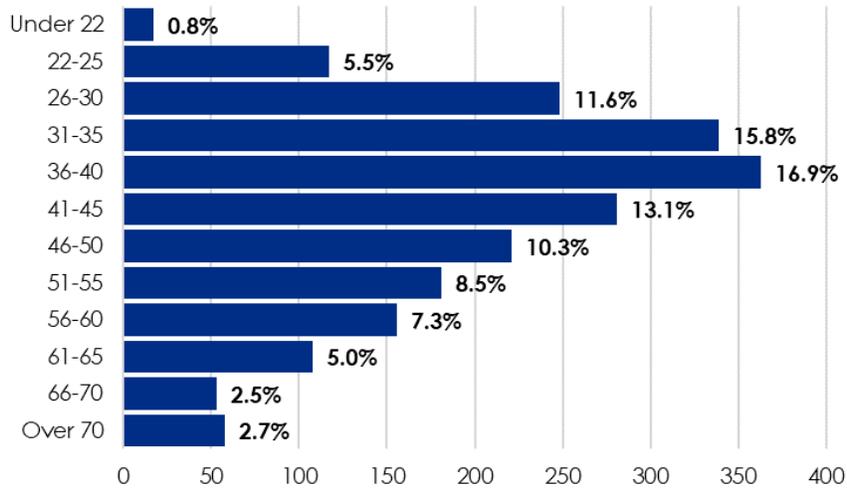


Source: U.S. Census Bureau ACS 2018 5-Year Estimates, 2020.

MONROE CORRECTIONAL COMPLEX DEMOGRAPHIC COMPOSITION

The population of the MCC spans the full spectrum of adult age, but middle-aged adults are more prevalent. Only 5% of inmates are over the age of 65, and only 6% are below the age of 25. The largest single age segment is 36-40 years old, with nearly 17% of the inmate population. (**Exhibit 7**)

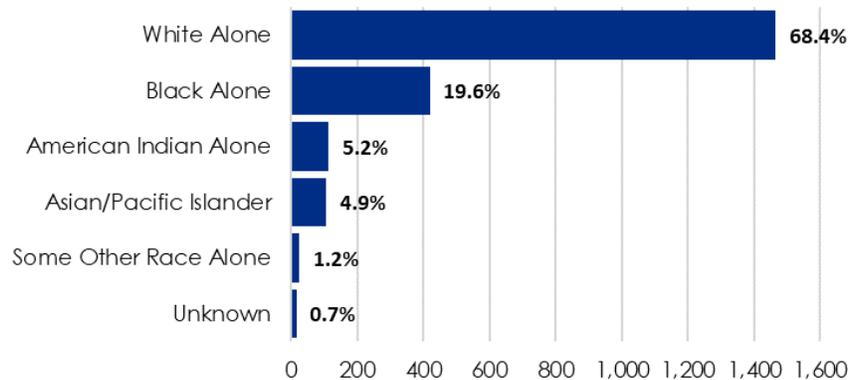
Exhibit 7. Monroe Correctional Complex Population by Age, 2020



Source: Washington State DOC, Agency Fact Card – Expanded, 2020.

The population at the MCC is slightly more diverse than the City’s overall population. In total, 68% of the population at the Complex are white alone (**Exhibit 8**). Nearly 20% are black alone, compared to 3% of the population across the City. A smaller proportion of the population at the MCC are of Hispanic origin, nearly 14% compared to 18% across the City.

Exhibit 8. Monroe Correctional Complex Population by Race, 2020

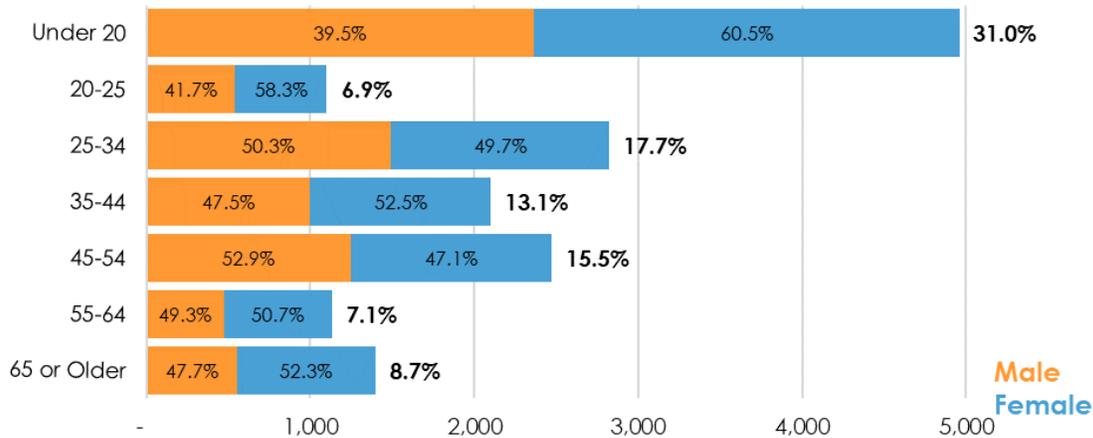


Source: Washington State DOC, Agency Fact Card – Expanded, 2020.

NON-INMATE POPULATION DEMOGRAPHIC COMPOSITION

Excluding the inmate population at the MCC, a larger proportion of the population in the City of Monroe are under the age of 20. Most of the population is still between the ages of 25 and 55, 46% excluding the inmate population, compared to 50% including the MCC population. **(Exhibit 9)**

Exhibit 9. Estimated Monroe Non-Inmate Demographic Composition by Age, 2018

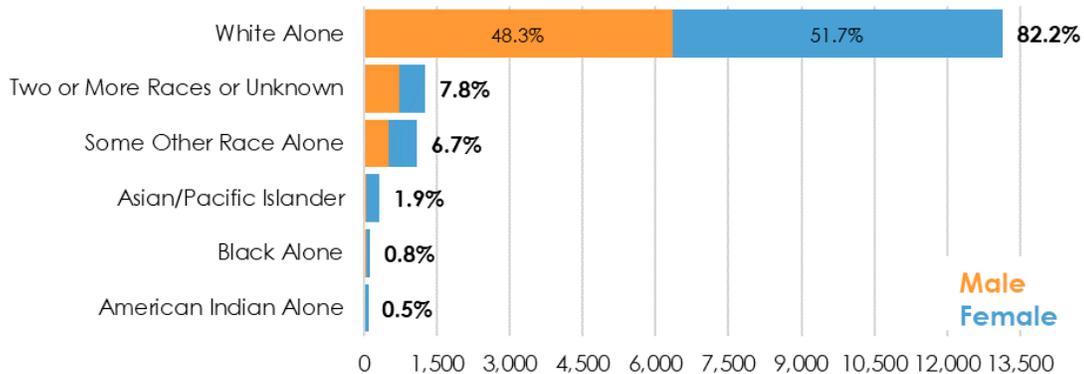


Sources: U.S. Census Bureau ACS 2018 5-Year Estimates, 2020; Washington State DOC, 2020; Community Attributes Inc., 2020.

The population in the City of Monroe, excluding the population at the MCC, is less diverse (82% white exclude inmates at MCC, compared to 80% including inmates at MCC). Additionally, the proportion of the population that is Black Alone decreases from 3% to less than 1% when MCC inmates are excluded. The proportion of the population of Hispanic origin increases to nearly 19% from 18%. **(Exhibit 10)**

Additionally, the female proportion of population increases from 45% to 52% after excluding the population at the MCC.

Exhibit 10. Estimated Monroe Non-Inmate Demographic Composition by Race, 2018



Sources: U.S. Census Bureau ACS 2018 5-Year Estimates, 2020; Washington State DOC, 2020; Community Attributes Inc., 2020.

SUMMARY AND CONCLUSIONS

The City of Monroe's population has a median household income of more than \$79,700, higher than the median household income across the state of \$70,100. The demographic composition of the City of Monroe is different when inmates at the MCC are excluded from the calculations. Specifically, when excluding the inmate population, Monroe is:

- Younger, with a lower proportion of residents between the ages of 25-55 and a higher proportion under the age of 20; and
- Less diverse, with a higher proportion of White population (82% compared to 80%) and a corresponding decrease in BIPOC population.



MONROE CITY COUNCIL EXTENDED AGENDA

Current as of 03/05/2021
TENTATIVE LISTING, SUBJECT TO CHANGE

Mayor
Geoffrey Thomas

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

TUESDAY 03/02/21

6 p.m. Public Safety Committee Meeting

- Hazard mitigation plan (tentative)
- Prosecution update (tentative)
- Police Personnel

7 p.m. City Council Regular Study Session

- Cancelled

TUESDAY 03/09/21 PofA Rasmussen

6 p.m. Legislative Affairs Committee Meeting

- Countywide Planning Policies (Swanson)
- Legislative Update (Trevor)

7 p.m. City Council Regular Business Meeting

- Consent Agenda: WWTP CIP1 Engineering Services Amendment; Trane USA HVAC Retrofit Contract (BGC)
- PH: Black Rock Cable Franchise Ordinance First Reading
- NB: Springbrook upgrade; Countywide Planning Policies
- Reports: Comm Dev; Parks; Public Works, Emerg Mgt; Court; Correctional Complex population data analysis
- Executive Session – potential litigation; pricing of property
- Closed Session – Labor MOU

TUESDAY 03/16/2021 PofA Rousey

5:30 p.m. City Council Finance/HR Committee Meeting

- Reserve Policy update

7 p.m. City Council Regular Study Session

- Legislative Session Update
- Council meeting Zoom/In person hybrid format; Imagine Monroe update; PROS Plan update
- Staff Report – Emergency Mngt; Prison Data from CAI for PROS Plan

TUESDAY 03/23/21 PofA Davis

6 p.m. City Council P3 Committee Meeting

- Sewer Code review/Proposed Code revisions (tentative)

7 p.m. City Council Regular Business Meeting

- Consent Agenda: MOU for COVID Leave
- NB: Black Rock Cable Franchise Ord final adoption; WWTP new position
- Reports: Finance, Police, Comm Dev, Econ Dev, HR/IT; Emergency Mngt
- Executive Session

TUESDAY 03/30/21

7 p.m. City Council Meeting - Retreat

Extra Tuesday – may not need

TUESDAY 04/06/21 PofA Scarborough

6 p.m. Public Safety Committee Meeting

- TBD

7 p.m. City Council Regular Study Session

- TBD
- Staff Report – Emergency Mngt

TUESDAY 04/13/21 PofA Gamble

6 p.m. Legislative Affairs Committee Meeting

- TBD

7 p.m. City Council Regular Business Meeting

- Proclamation – Arbor Day (4/30/21)
- Consent Agenda:
- NB:
- Reports: Parks; Public Works, Emerg Mgt; Court

TUESDAY 04/20/2021 PofA Cudaback

5:30 p.m. City Council Finance/HR Committee Meeting

- Annual Report Review (tentative)
- 2021 Budget Amendment (tentative)

7 p.m. City Council Regular Study Session

- TBD
- Staff Report – Emergency Mngt



MONROE CITY COUNCIL EXTENDED AGENDA

Current as of 03/05/2021
TENTATIVE LISTING, SUBJECT TO CHANGE

Mayor
Geoffrey Thomas

Councilmembers
Heather Rousey, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Ed Davis; Jason Gamble;
Jeff Rasmussen; & Kirk Scarboro

TUESDAY 04/27/21 *PofA Davis*

6 p.m. City Council P3 Committee Meeting

- TBD

7 p.m. City Council Regular Business Meeting

- Proclamations: National Day of Prayer (May 6th); Building Safety Month (May)
- Consent Agenda: TBD
- NB: ILA with Sunnyside – inmate housing;
- Reports: Finance, Police, Comm Dev, Econ Dev, HR/IT; Emergency Mngt
- Executive Session

CITY COUNCIL MEETING LOCATION

(unless otherwise noted):

City Hall, Council Chambers: 806 W Main Street, Monroe

COUNCIL COMMITTEE MEETING LOCATION

(unless otherwise noted):

City Hall, Permit Assistance Center: 806 W. Main Street, Monroe

ORDER FOR PLEDGE OF ALLEGIENCE

Cudaback, Hanford, Rasmussen, Rousey, Davis, Scarboro, Gamble

UPCOMING ITEMS:

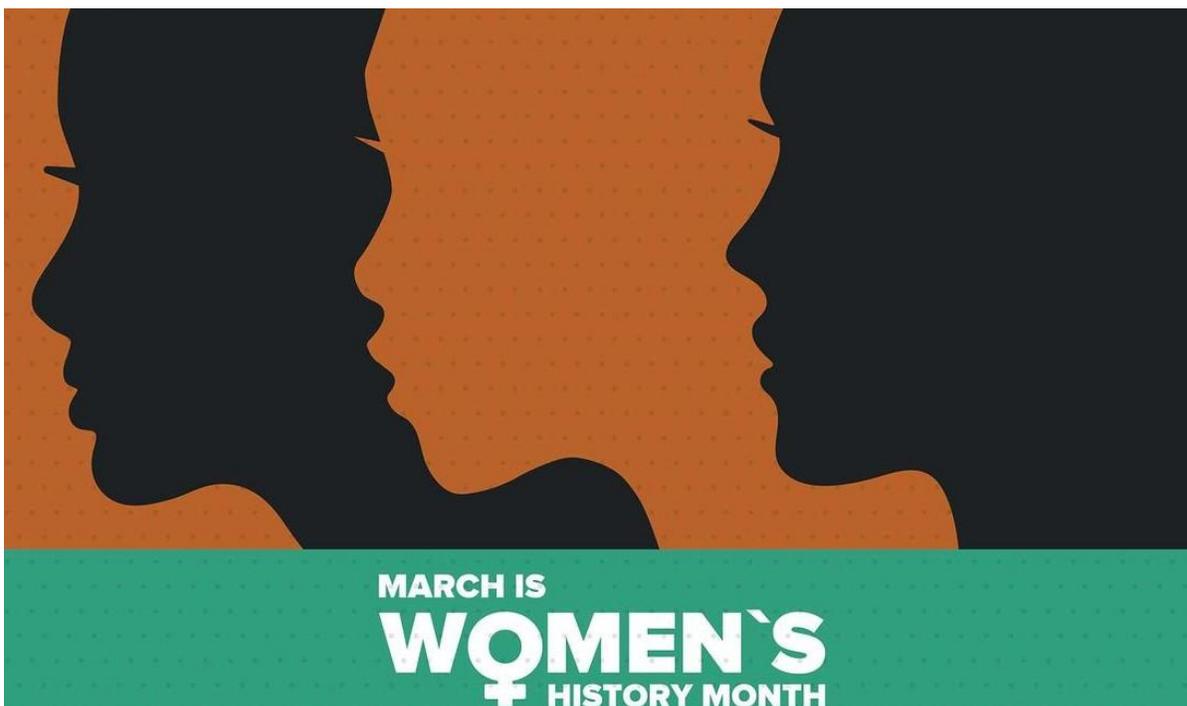
- Fireworks discussion (continued from 02/16/21)
- ACH/Electronic Payment Policy
- Financial Reserves Policy
- Retirement Recognition
- Wireless Regulations
- Criminal Justice System Priorities
- Solid Waste Contract Renewal
- TAC Recommendations
- 04/30/21 Arbor Day (Proclamation)
- Building Safety Month in May – April (Proclamation)
- National Day of Prayer – May 6 (Proclamation)

- **Monroe TBD spring meeting – present 2020 annual report**



MONROE THIS WEEK

February 26, 2021 • Volume 7/Edition 8



Thank you for reading Monroe This Week.

This week's edition includes details on our local recognition of Women's History Month and International Women's Day, the City seeking volunteers for a Hospitality Task Force, an upcoming virtual shred event hosted by the Washington State Recycling Association, the 2021 return of the Monroe Farmers Market, local and national recognitions of the over 500,000 lives lost to COVID-19, and the cancellation of the March 2 City Council meeting.



Please contact me with any and all feedback regarding the articles below. I can be reached at GThomas@MonroeWA.gov.

Yours in Service,

Mayor Geoffrey Thomas

CITY RECOGNIZES WOMEN'S HISTORY MONTH AND INTERNATIONAL WOMEN'S DAY

At the February 23, 2021 City Council Regular Business Meeting, I issued a Proclamation recognizing the month of March as Women's History Month, and March 8 as International Women's Day. In 1987 Congress designated the month of March as Women's History Month, to honor women's contributions through history. International Women's Day is dedicated to the global celebration of women's achievements, the recognition of biases against women, and a call for action for equality, equity, inclusion, and justice for women everywhere. Here in Monroe, women serve in our community in many places including in businesses, nonprofits, and government, and I am thankful for the contributions of each of the women working for the City of Monroe, including the following women in leadership roles: Councilmember Patsy Cudaback, Councilmember and Mayor Pro Tem Heather Rousey, Judge Jessica Ness, City Administrator Deborah Knight, Finance Director Becky Hasart, Court Administrator Pam Haley, and Administrative Bureau Director Debbie Willis. I encourage all residents to read the full text of the Proclamation, and I call upon everyone to listen to women's voices, to genuinely honor the inherent value of every woman, and to take actions to remove inequities, unjust rules, and cultural norms that limit women from realizing the blessings of liberty in all its forms as men can.



CITY SEEKING HOSPITALITY PROFESSIONALS FOR VOLUNTEER TASK FORCE

As we are hopefully seeing the light at the end of the tunnel of the COVID-19 pandemic, the City is giving careful consideration to what recovery will look like in Monroe. Economic forecasts are predicting a surge of travel once people begin to move and mingle again. An increase in day trips and weekend getaways bodes well for Monroe, which has long benefited from travelers who traverse Highway 2 on their way to and from the Cascades and surrounding areas. One aspect of our recovery strategy is to get more travelers off Highway 2 and into the Downtown hospitality district. While not detracting from the hardships all businesses have faced, the hospitality sector has been one of the most



severely affected. As we attempt to bolster this sector, we are asking for restaurateurs, brewers, wine tasting rooms, and other hospitality business owners/managers to come together in a Hospitality Task Force to work together on this strategy. If you would like to participate, please contact Economic Development Specialist James Palmer either by phone at (360) 631-0050, or by email at JPalmer@MonroeWA.gov.

TO SHRED OR NOT TO SHRED?

Did you know you can't put shredded paper in your recycling cart? Have you ever wondered what you should do with shredded paper, and what shredding companies do with it? Get answers to these questions and more at a virtual Washington Recycles Every Day (WRED)



shred event hosted by the Washington State Recycling Association. Coinciding with National Consumer Protection week and tax season, the event is scheduled for Wednesday, March 3 from 9:30 to 11:00 a.m. The Washington State Attorney General's Office will present on which documents should be shredded and common misconceptions about sensitive material, while Shred-It and paper mill NorPac will trace what happens next: how shredded paper is recycled into paper plates, napkins, and other everyday products and the challenges they face. This live online event will be free to all, but registration is required to attend and limited to 500 attendees. [Register online](#) today!

FARMERS MARKET RETURNS THIS SUMMER

Earlier this week, the Monroe Chamber of Commerce officially announced the return of the Monroe Farmers Market this summer. Slated to open on May 26 and run through September 1, the Monroe Farmers Market will again feature fresh produce, artisan products, and arts and crafts. The market will take place weekly on Wednesdays from 2:30 to 7:00 p.m in the Galaxy Theatres parking lot. Applications are currently be accepted [online](#) for 2021 vendors.



CITY HONORS THE LIVES LOST TO COVID-19

This week, flags across our nation have flown at half-staff in honor of the over 500,000 Americans who have died from the COVID-19 virus. Here in Monroe, we joined in solidarity by lowering flags to half-staff at all City facilities, including City Hall, the Monroe Police Department, on Main Street, and in our local parks. In this solemn week, we reflect on their loss and on their loved ones left behind, so that we as a Nation can begin to heal and find renewed purpose.



MARCH 2 CITY COUNCIL MEETING CANCELLED

Earlier this week, the City issued [notice](#) that the March 2, 2021 Regular Study Session Meeting of the Monroe City Council has been cancelled. The next scheduled meeting of the City Council is a Regular Business meeting on Tuesday, March 9 at 7:00 p.m. Please feel free to contact the City at (360) 794-7400 for any additional information. The City Council's 2021 Meeting Schedule is available on the [City website](#).



UPCOMING CITY COUNCIL MEETING SCHEDULE

The City Council will next meet in a Regular Business Meeting on Tuesday, March 9, 2021. The meeting will be held via the Zoom remote meeting platform and participation information will be posted with the March 9 agenda, which can be accessed by clicking the button below.

[Council Agendas/Minutes](#)

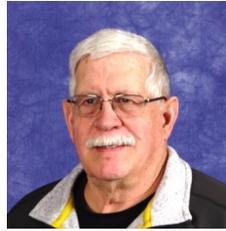
CITY COUNCIL MEMBERS



Councilmember
Patsy Cudaback

Councilmember
Kevin Hanford

Councilmember
Ed Davis



Councilmember
Jason Gamble

Councilmember
Jeff Rasmussen

Councilmember
Kirk Scarboro

Councilmember
Heather Rousey

Have a question for your Councilmembers?
Contact them at councilmembers@monroewa.gov



City of Monroe | (360) 794-7400 | 806 West Main Street, Monroe, WA 98272

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MONROE THIS WEEK

March 5, 2021 • Volume 7/Edition 9

Teacher and Childcare Worker
**VACCINATION
UPDATE**

 **SNOHOMISH
HEALTH DISTRICT**
WWW.SNOHD.ORG

 **Snohomish County**

Thank you for reading Monroe This Week.

This week's edition includes details on teachers and childcare workers becoming eligible for the COVID-19 vaccine, an upcoming Bloodworks Northwest Pop-Up Donation event, a recap of the February Pop-Up Donation event, earthwork underway at Lake Tye Park, the Monroe School District's Future Bearcat Information Night, and the latest vaccination distribution data for Snohomish County.



Please contact me with any and all feedback regarding the articles below. I can be reached at GThomas@MonroeWA.gov.

Yours in Service,

Mayor Geoffrey Thomas

TEACHERS AND CHILDCARE WORKERS NOW ELIGIBLE TO RECEIVE VACCINE

On Tuesday, March 2, Governor Jay Inslee announced teachers and licensed childcare workers are now eligible to receive the COVID-19 vaccine in the current 1b1 distribution phase. This addition will further the goal of returning to in-person learning at the earliest, safe opportunity. The [Snohomish Health District](#) reminds all



those eligible to receive the vaccine that Snohomish County mass vaccination sites remain by appointment only; even if you are now eligible, please do not arrive at a vaccination site without an appointment. While vaccine supply is expected to improve, it remains limited currently, and the number and timing of available appointments are based on number of available doses. To determine your eligibility and find available vaccine appointments, visit the online [Phase Finder](#).

BLOODWORKS NORTHWEST HOSTING POP-UP BLOOD DONATION EVENT

[Bloodworks Northwest](#) is hosting a Pop-Up Donation event here in Monroe, March 19 and 20, at the Church of Jesus Christ of Latter Day Saints. March is [National Bleeding Disorders Awareness Month](#), during which Bloodworks Northwest is highlighting the importance of blood donation and research, a need which is currently



at a critical level. Due to a recent 12% spike in demand for blood, the Pacific Northwest supply of Type O+ blood has significantly reduced over the last 7 days; this shortage has left our region's Type O+ supply at emergency levels, 800 units below the operational level needed to meet patient needs. There are approximately 20 donations spots still available on Saturday the 20th, so make your [online appointment](#) today.

BLOODWORKS NORTHWEST FEBRUARY POP-UP EVENT A BIG SUCCESS

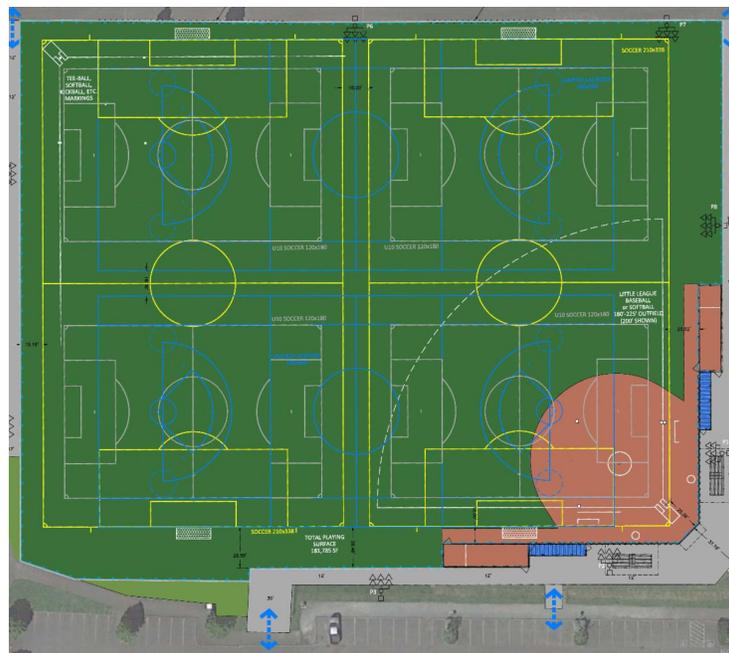
As I shared last month in [Monroe This Week](#), Bloodworks Northwest also hosted a Pop-Up Donation event here in Monroe on February 22 and 23. At that

event, Bloodworks Northwest recorded a total of 103 donors, including 7 first-time donors. From these, 95 units of whole blood was collected. These units will help ensure a stable blood supply for surgeries, medical emergencies, and for supporting patients battling life-threatening illnesses like leukemia and other cancers. Bloodworks Northwest extends their sincere appreciation to all our local donors, and to the volunteers that helped provide space, coordinate logistics, and spread the word to ensure a successful event.



LAKE TYE ALL-WEATHER FIELDS PROJECT UNDERWAY

Earthwork for the [All-Weather Fields Project](#) at Lake Tye park has begun. Contracted firm A-1 Landscaping, Inc. is on site, and we anticipate the project being completed by September of this year. We appreciate your patience while this highly-anticipated construction phase begins. This community high-priority parks capital project will renovate two natural grass, single sport-use, unlighted fields, originally built in 1996, to all-synthetic, LED-lighted multipurpose fields, permitting year-round extended competitive play and practice for baseball, softball, soccer, lacrosse, football, and rugby. It will improve the capacity, diversity of use, and accessibility of two fields at our signature community park.



MONROE HIGH SCHOOL HOSTING FUTURE BEARCAT INFORMATION NIGHT

The [Monroe School District](#) is inviting all current eighth grade students and their families to Monroe High School's Future Bearcat Webinar on Thursday, March 11 from 6:00 to 8:00 p.m. This informational webinar is intended for all students who will be new to Monroe High School in the 2021-22 school



year to learn all about the transition to high school, how to get involved, and what the course registration process will look like this year. Attendance is highly encouraged as 8th grade students will begin registering for their high school courses the following week (week of March 15). A recording of the webinar will be available afterward for those unable to attend the live event. An agenda and link for the webinar can be found on the High School's [webpage](#).

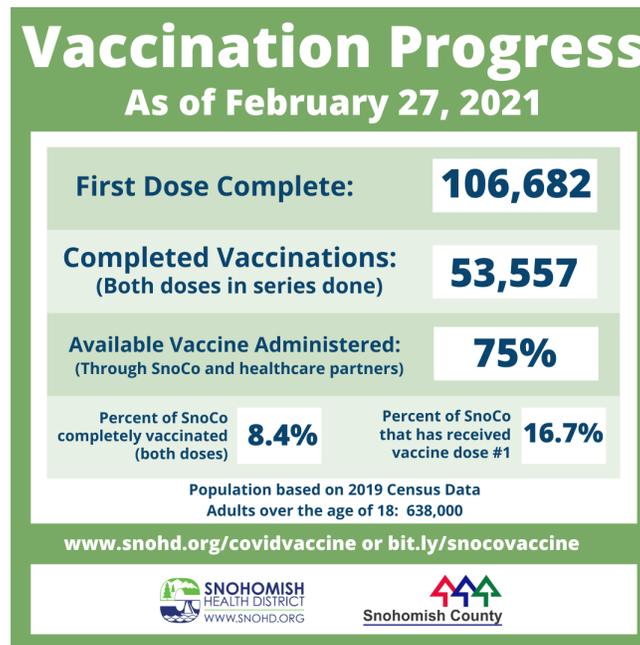
COVID-19 VACCINATION DISTRIBUTION UPDATE

As of February 27, 2021, nearly 107,000 Snohomish County residents have received at least the first dose of the COVID-19 vaccination, and over 53,500 have received the second dose.



SNOHOMISH
HEALTH DISTRICT

As reported by the Snohomish Health District, 75% of available doses have been administered. Visit the Health District's [COVID Vaccine Info webpage](#) for more data and to determine your eligibility phase for the vaccine.



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