MONROE CITY COUNCIL

Regular Business Meeting
April 28, 2020, 7:00 P.M.

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

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

AGENDA

Call To Order

1. Virtual Participation Information

   The City Council Meeting will be held virtually via Zoom Meeting in accordance with OPMA guidance from Governor Jay Inslee related to the COVID-19 pandemic.

   Join Zoom Meeting:

   - Click link: https://zoom.us/j/94896294651; or
   - Dial in: (253) 215-8782
   - Meeting ID: 948-9629-4651

Roll Call

Pledge Of Allegiance

1. Councilmember Scarboro

Announcements And Presentations

1. Presentation: Snohomish Health District COVID-19 Update (Heather Thomas, Public & Government Affairs Manager)

   Documents:

   Health District COVID Update_042820.pdf

Public Comments

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

1. Virtual Participation Information

   If you are attending the meeting virtually (using the link or number provided above) please indicate that you would like to speak and the Mayor will call on attendees to speak at the appropriate time.

   Attendees can alternatively submit written comments to be read into the

record at the time of the meeting. All written comments must be received prior to 5 p.m. on the day of the meeting and must be 350 words or less. Submit to gpfister@monroewa.gov*.*

Consent Agenda

1. AB20-052: Confirmation of Emergency Executive Orders

   Documents:

   AB20-052 Confirmation of Emergency Executive Orders.pdf

2. AB20-053: Confirmation of Interim City Clerk Appointment

   Documents:

   AB20-053 Appointment of Interim City Clerk.pdf

3. Approval of the Minutes: March 24, 2020, Regular Business Meeting

   Documents:

   Draft City Council Meeting Minutes of 3-24-2020.pdf

4. Approval of AP Checks and ACH Payments

   Documents:

   Check Vouchers.pdf

5. Approval of Payroll Warrants and ACH Payments

   Documents:

   Payroll Warrants and ACH Payments.pdf

6. AB20-054: Authorize the Mayor to sign an Agreement Accepting the Community Foundation of Snohomish County Grant (D. Knight)

   Documents:

   AB20-054 CFSC Grant Acceptance.pdf

7. AB20-055: Authorize the Mayor to sign the Consultant Agreement with Kennedy Jenks for the Wastewater Treatment Plant (WWTP) CIP 1 Design (B. Feilberg)

   Documents:

   AB20-055 WWTP Consultant Agreement.pdf

8. AB20-056: Authorize the Mayor to Accept a Consultant Agreement with LDC, Inc. for Assistance in Developing a Housing Action Plan (B. Swanson)

   Documents:

   AB20-056 Housing Action Plan Consultant Agreement.pdf

9. AB20-057: Approval of Collective Bargaining Agreements (B. Warthan)

   Documents:

   AB20-057 Collective Bargaining Agreement.pdf

10. AB20-058: Termination of School Resource Officer (SRO) Agreement for the 2019-2020 School Year (J. Jolley)

    Documents:

    AB20-058 SRO Agreement Termination.pdf

11. AB20-059: Authorize the Mayor to Execute an Amendment to the Consultant Agreement with Golden Rule, LLC for Business Recruitment, Retention, and Enhancement (D. Knight)

    Documents:

    AB20-059 Golden Rule Consultant Agreement.pdf

New Business

1. AB20-060: Discussion Regarding Families First Coronavirus Response Act Policy (B. Warthan)

   Documents:

   AB20-060 Families First Coronavirus Response Act Policy.pdf

2. AB20-061: Ordinance: Downtown Fee Waiver Program Extension; First & Final Reading (B. Swanson)

   Documents:

   AB20-061 Downtown Fee Waiver Program Extension.pdf

3. AB20-062: Ordinance: 2020 Park Capital Bond Election Ordinance; First & Final Reading (B. Hasart)

   Documents:

   AB20-062 Park Bond Options.pdf

4. AB20-063: Authorize the Mayor to sign a Contract with Everett Gospel Mission for facilitation of the Technical Advisory Committee (TAC) (D. Knight)

   Documents:

   AB20-063 TAC Agreement with Everett Gospel Mission.pdf

5. AB20-064: Authorize the Mayor to sign a Contract with Rachel Adams for Project Management regarding implementing the Homelessness Policy Advisory Committee Recommendations (D. Knight)

   Documents:

AB20-064 HPAC Project Management Consultant Agreement.pdf

Councilmember Reports

Staff/ Department Reports

1. Homelessness Policy Advisory Committee (HPAC) Report (D. Knight)

   Documents:

   Report - HPAC - March Update.pdf

2. Economic Development Update (D. Knight)

   Documents:

   Report - Economic Development.pdf

3. Finance Update (B. Hasart)

   Documents:

   Report - Finance.pdf

4. Parks & Recreation (M. Farrell)

   Documents:

   Report - Parks and Rec.pdf

5. Police Department (J. Jolley)

   Documents:

   Report - PD.pdf

Mayor/ Administrative Reports

1. City Administrator Update (D. Knight, City Administrator)
2. Mayor's Update/Monroe This Week (April 24, 2020, Volume 6, Edition 15) (Mayor Thomas)

   Documents:

   MTW Volume 6 Edition 15.pdf

Executive Session

If needed.

Adjournment

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

Closed Session

1. Collective Bargaining Discussion pursuant to RCW 42.30.140(4)(a)

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

Accommodations for people with disabilities will be provided upon request. Please call the Deputy City Clerk at 425-967-1272. Please allow advance notice.

SNOHOMISH HEALTH DISTRICT
WWW.SNOHD.ORG

A Shared Vision of Health

City of Monroe and Snohomish Health District

City Council Presentation

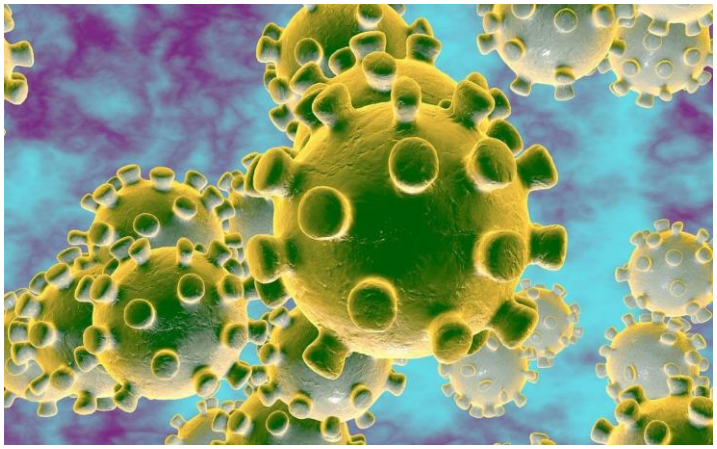
April 28, 2020

COVID-19
RESPONSE

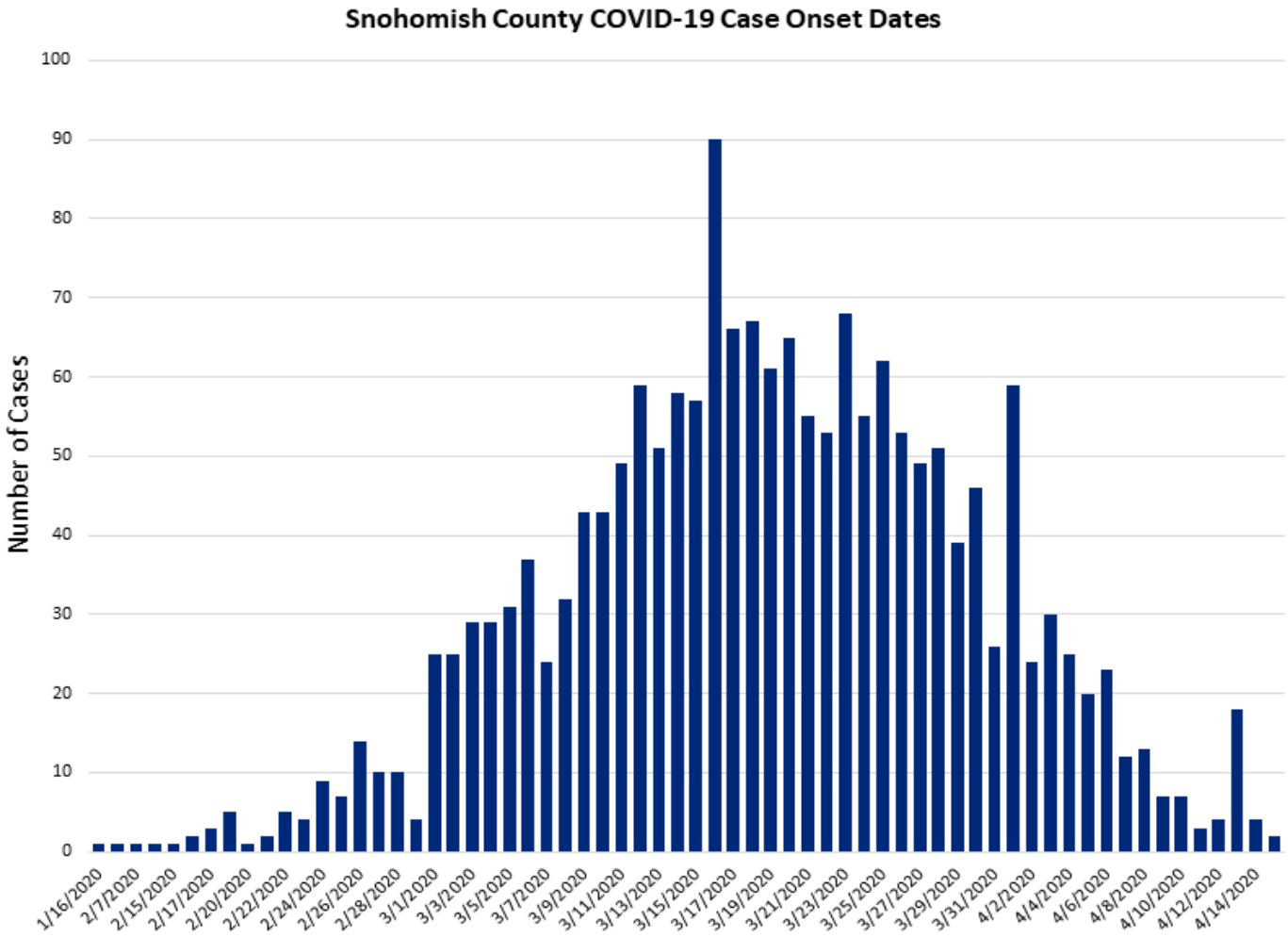
Novel Coronavirus (COVID-19)

- Situation continues to evolve, with guidance and information shifting accordingly.

- Encourage following www.snohd.org/ncov2019 and social medial channels (Facebook, Twitter and Instagram) for latest information.

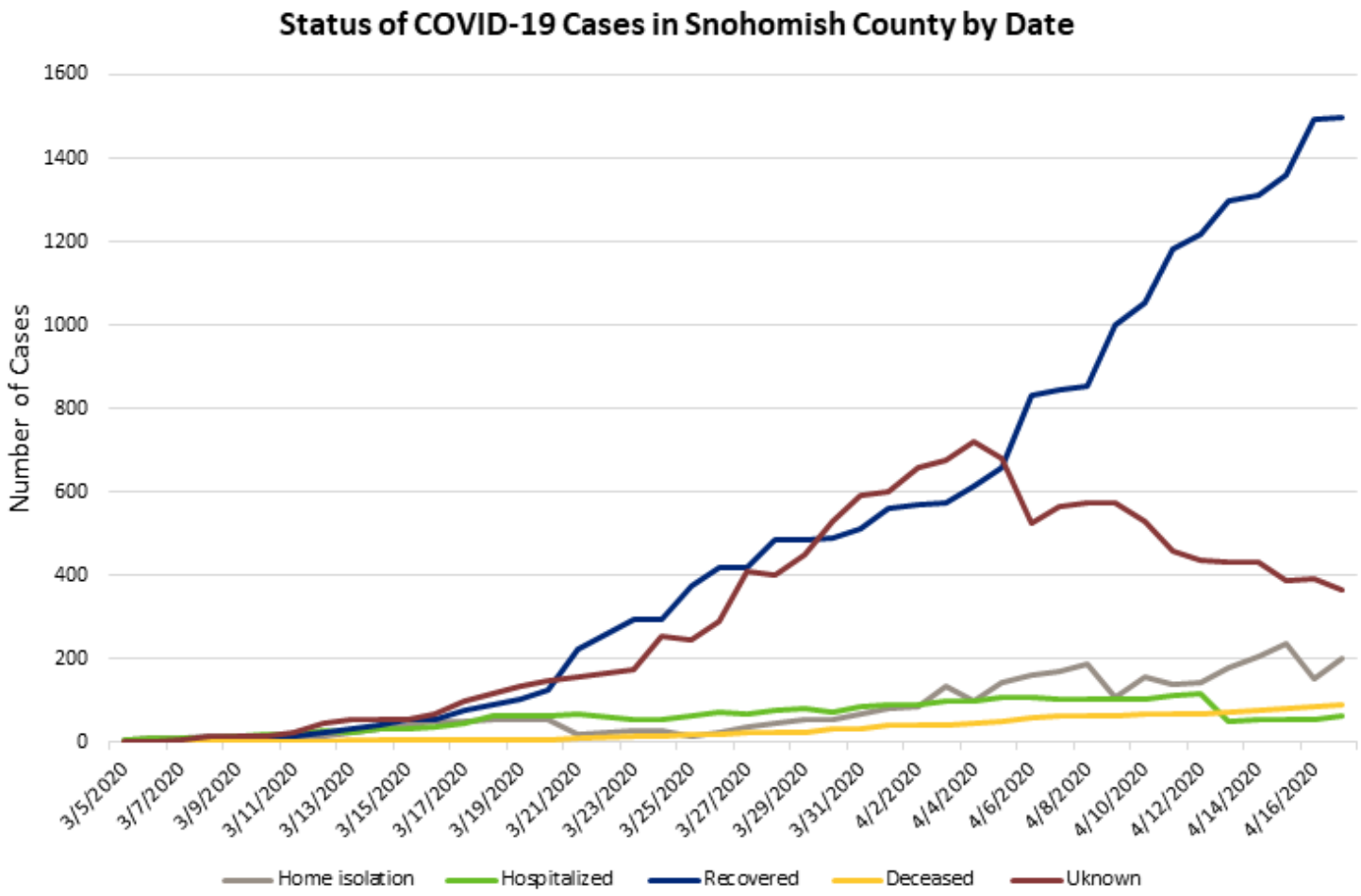


COVID-19 Cases by Onset Date



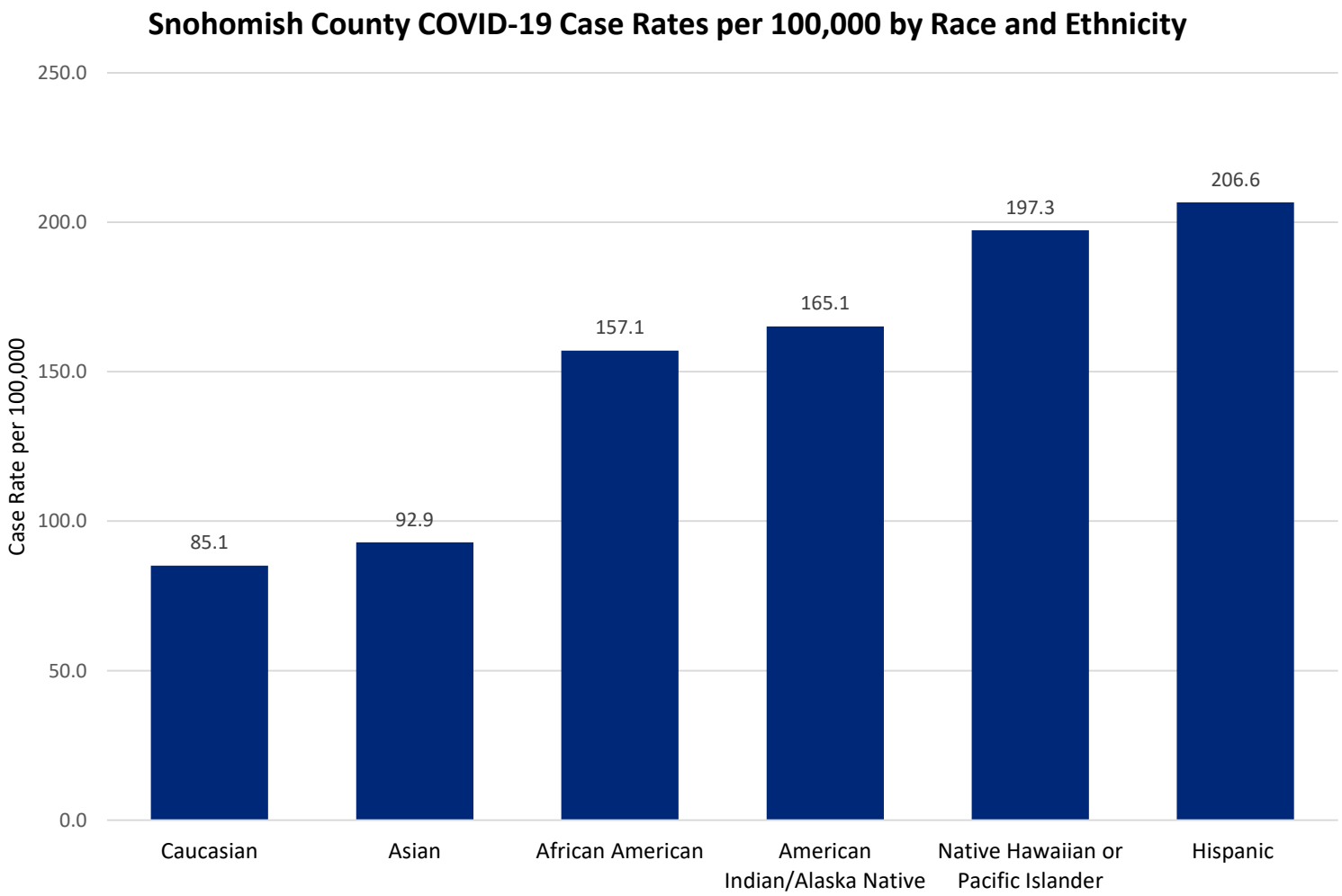
As of April 17, 2020

Cases by Status



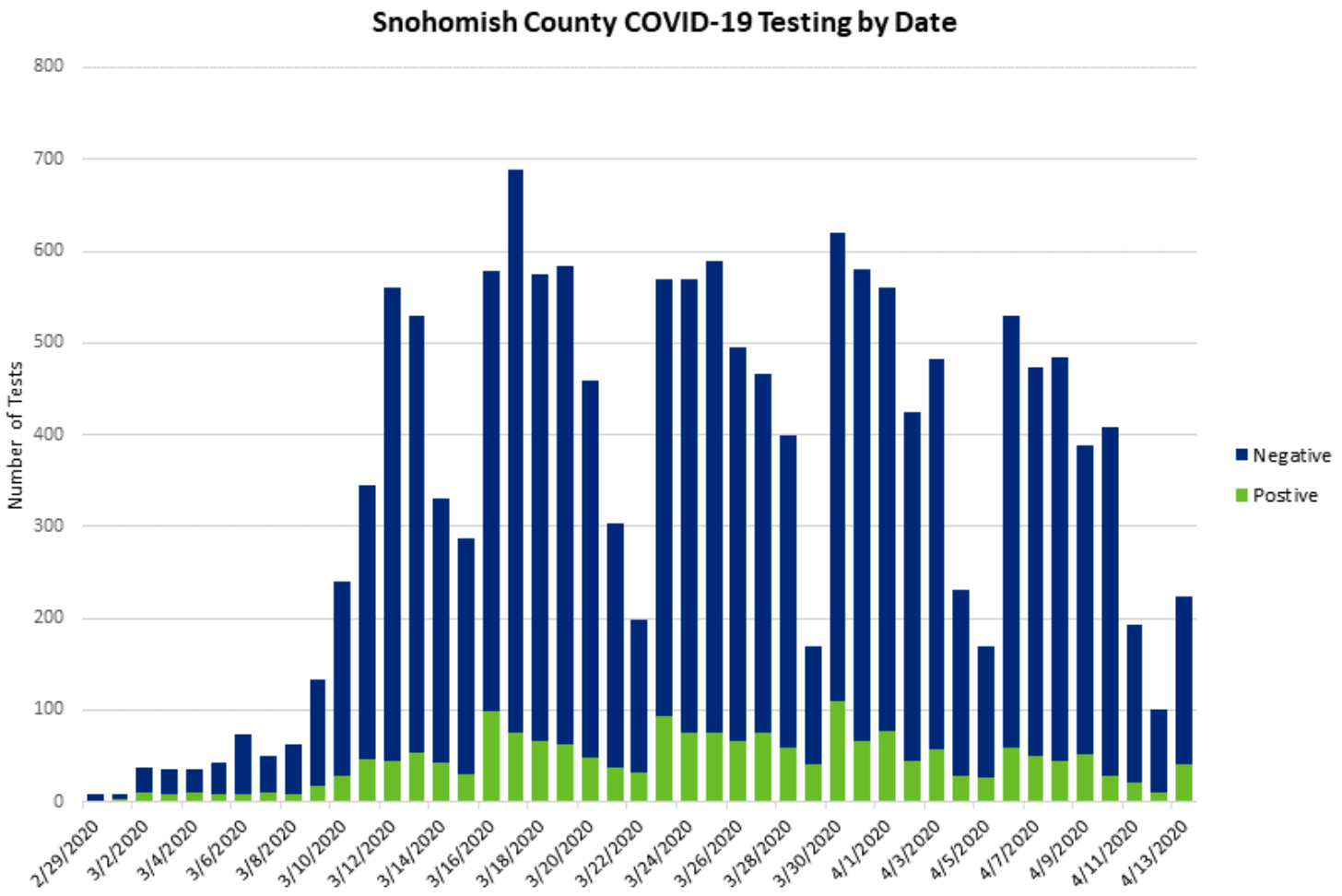
As of April 17, 2020

Race and Ethnicity



As of April 17, 2020

Positive vs. Negative Testing



As of April 17, 2020

Key Priorities

- ✓ Testing capacity
  - ✓ Resources for case investigations & tracing
- ✓ Long-term care facilities
- ✓ PPE availability and healthcare capacity
- ✓ Mid- and long-range planning
- ✓ Ongoing communications
  - ✓ Translated materials & expanding outreach

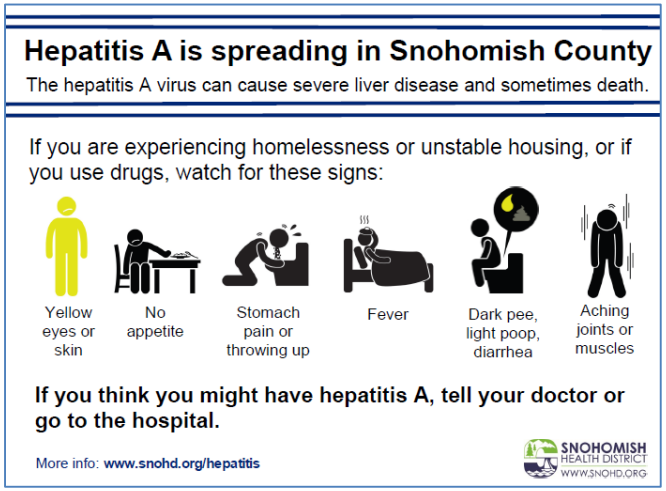
Moving
FORWARD

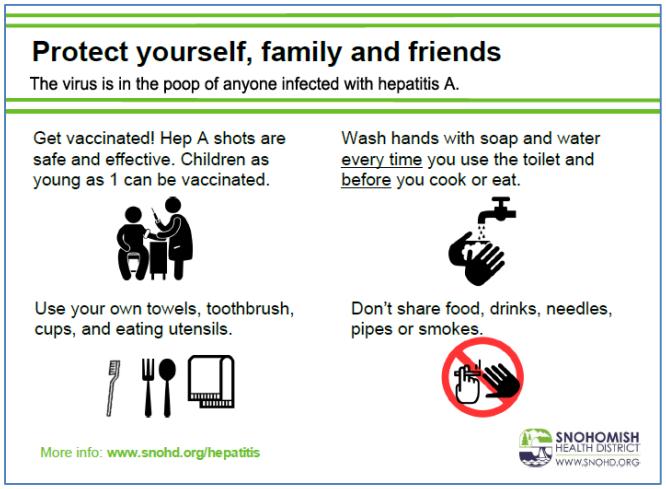
Continuing Essential Work

- ✓ Issuing birth and death certificates
- ✓ Tracking and responding to other communicable diseases like tuberculosis, whooping cough & STDs.
- ✓ Supporting children's health needs
- ✓ Inspecting food establishments, pools & spas, etc.
- ✓ Reviewing permit applications
- ✓ Providing refugee health screenings
- ✓ Responding to complaints and violations

Ongoing Hepatitis A Outbreak

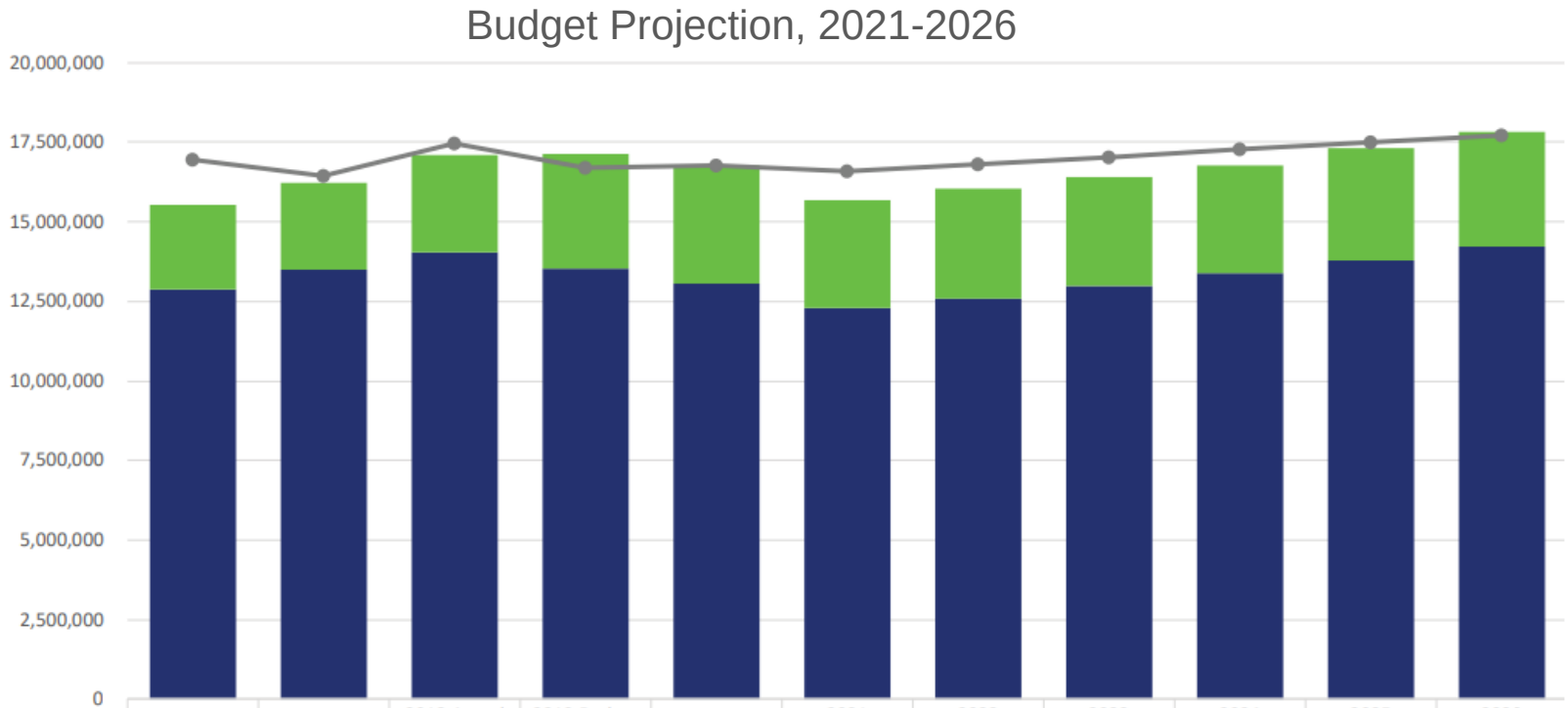
- **18 cases of hep A** identified in the county since December that are part of this ongoing outbreak.
- Medical Reserve Corps volunteers and District staff provided **four vaccination clinics** for high-risk populations.
- About 1,500 informational postcards provided for distribution through the county's point-in-time homelessness count as well as cold weather and other shelters.





Monitoring Budgets & Projections

- 2020 budget was balanced, with $16.75 million in revenues/expenditures.
- Current budget includes 113 full-time equivalent positions.



	2016 Actual	2017 Actual	2018 Actual (Unaudited)	2019 Budget w. Amend	2020 Budget	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected
Non-Labor	2,663,993	2,702,840	3,059,261	3,603,365	3,686,359	3,359,484	3,453,550	3,430,907	3,405,405	3,500,756	3,598,777
Labor	12,880,102	13,505,860	14,031,962	13,516,791	13,067,646	12,306,408	12,578,770	12,970,231	13,374,873	13,799,774	14,239,214
Revenue	16,942,368	16,448,303	17,474,124	16,680,727	16,754,005	16,598,359	16,815,303	17,036,908	17,263,298	17,494,596	17,730,930

Preparing for Special Session(s)

Additional funding is needed for state and local public health.

Case investigations and contact tracing

Preparedness and planning

Communications and outreach

Implementing Our Strategic Plan

Mission

Spearhead efforts to protect, promote and advance the collective health of our community.

Goals

- Reduce the rate of communicable disease and other notifiable conditions
- Prevent or reduce chronic diseases and injuries
- Provide high-quality environmental health services
- Improve maternal, child, and family health outcomes
- Provide legally required vital records
- Address ongoing, critical public health issues
- Support increased access to medical, oral, and mental health care
- Build a more sustainable organization

SNOHOMISH HEALTH DISTRICT
WWW.SNOHD.ORG

2020 Strategic Plan

Stay in touch

Blog & Newsletters

Sign up for our blog, newsletters, alerts and more at **www.snohd.org/NotifyMe**

Social Media

Follow us on Facebook, Twitter, YouTube, and Instagram

Thank you

contact information

For more info, please contact:

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425.339.8687
SFrederick@snohd.org

Heather Thomas, MPA
Public & Government Affairs Mgr.
425.339.8688
HThomas@snohd.org

MONROE CITY COUNCIL

Agenda Bill No. 20-052

SUBJECT:	***Confirmation of Emergency Executive Orders (COVID-19)***

DATE:	**DEPT:**	**CONTACT:**	**PRESENTER:**	**ITEM:**
04/28/2020	Public Works	Brad Feilberg	Brad Feilberg	Consent Agenda #1

Discussion: 04/28/2020

Attachments:
1. Emergency Executive Order 2020-001
2. Emergency Executive Order 2020-002
3. Emergency Executive Order 2020-003
4. Emergency Executive Order 2020-004
5. Emergency Executive Order 2020-006
6. Emergency Executive Order 2020-007

REQUESTED ACTION: Move to confirm the Mayor's Executive Emergency Orders 2020-001, 2020-002, 2020-003, 2020-004, 2020-006, and 2020-007.

POLICY CONSIDERATIONS

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

Monroe Municipal Code Section 2.60.080 Mayor – Duties and powers, provides for the Mayor to "make and issue rules and regulations" that are then "confirmed at the earliest practicable time by the city council."

DESCRIPTION/BACKGROUND

Following the proclamation of emergency on March 2, 2020, Mayor Thomas has issued six emergency executive orders "to make or issue rules and regulations" related to the COVID-19 emergency as provided for in Monroe Municipal Code section 2-60-080(D)(1):

Emergency Executive Order 2020-001 – Waiving credit card telephone payment fees
Emergency Executive Order 2020-002 – Suspending the 20 MPH speed limit on Main Street
Emergency Executive Order 2020-003 – Suspending delinquent account penalty
Emergency Executive Order 2020-004 – Acceptance of legal notice service by appointment
Emergency Executive Order 2020-006 – Exempting businesses closed by Governor's order from mandatory garbage collection
Emergency Executive Order 2020-007 – Limiting certain expenditures without approval of the City Administrator

The full text of the emergency executive orders are included as attachments.
Emergency Executive Order 2020-005 related to electronic signature and was not issued.

Monroe Municipal Code section 2.60.080(D)(1) requires the City Council to confirm the Mayor's emergency executive orders.

FISCAL IMPACTS

Fiscal impacts associated with these emergency orders will be analyzed and discussed as part of the comprehensive analysis associated with the COVID-19 pandemic. This analysis will be incorporated into the City's 2020 Budget Amendment.

TIME CONSTRAINTS

Monroe Municipal Code section 2.60.080(D)(1) requires the City Council to confirm the Mayor's emergency executive orders at the earliest practicable time.

ALTERNATIVES

Move to rescind any or all of the Mayor's emergency executive orders.

Emergency Executive Order No. 2020-001

Waiving Credit Card Telephone Payment fees

Purpose:

To temporarily waive the imposition of the $7.00 fee to use a credit card to pay for utility charges by telephone.

Discussion:

I. On February 29, 2020, Washington State Governor Jay Inslee proclaimed a State of Emergency due to the public health emergency posed by the spread of the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

II. On March 2, 2020, Mayor Thomas proclaimed a State of Emergency in the City of Monroe due to the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

III. Pursuant to chapter 38.52 Revised Code of Washington and chapter 2.60 Monroe Municipal Code, Mayor Thomas has broad authority to issue, amend, and rescind orders, rules, and regulation on matters reasonably related to the protection of life and property related to a proclaimed emergency.

IV. Social distancing is believed to be an effective means of limiting the spread of COVID-19.

V. Providing an additional way to pay city utility bills without coming to City Hall or incurring additional fees encourages social distancing.

Action:

Payment of City of Monroe utility fees may be made using a credit card over the telephone without incurring the $7.00 Credit Card Telephone Payment fee appearing in Schedule G of the Fees Resolution.

Effective:

I. This Emergency Executive Order shall remain in effect until cancelled, suspended, or upon the issuance of a proclamation ending the emergency, whichever shall occur first.

Dated this 3rd day of March, 2020

Geoffrey Thomas
Mayor

City of Monroe
806 West Main Street, Monroe, WA 98272
Phone (360) 794-7400 Fax (360) 794-4007
www.monroewa.gov

Emergency Executive Order No. 2020-002

Suspending 20 MPH Speed Limit of Main Street

Purpose:

To suspend the 20 MPH speed limit on West Main Street contained in Monroe Municipal Code Section 10.08.090

Discussion:

I. On February 29, 2020, Washington State Governor Jay Inslee proclaimed a State of Emergency due to the public health emergency posed by the spread of the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

II. On March 2, 2020, Mayor Thomas proclaimed a State of Emergency in the City of Monroe due to the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

III. Pursuant to chapter 38.52 Revised Code of Washington and chapter 2.60 Monroe Municipal Code, Mayor Thomas has broad authority to issue, amend, and rescind orders, rules, and regulation on matters reasonably related to the protection of life and property related to a proclaimed emergency.

IV. Monroe Municipal Code Section 10.08.090 establishes a speed limit of twenty miles per hour on West Main Street during the Monroe school district No. 103 school year.

V. On March 12, 2020 Governor Inslee issued Proclamation 20-08 closed schools in Snohomish County until April 24, 2020.

VI. This closure, in effect, suspends the Monroe School District school year and such suspension should also apply to the speed limit based on the school year.

Action:

I. The speed limit on West Main Street shall revert to twenty-five miles per hour.

II. Signage in on Main Street and in School Zones shall revert to non-school year signage.

Effective:

This Emergency Executive Order shall remain in effect until cancelled, suspended, or upon the issuance of a proclamation ending the emergency, whichever shall occur first.

Dated this 19th day of March, 2020

Geoffrey Thomas
Mayor

City of Monroe
806 West Main Street, Monroe, WA 98272
Phone (360) 794-7400 Fax (360) 794-4007
www.monroewa.gov

Emergency Executive Order No. 2020-003

Suspending Delinquent Account Penalty

Purpose:

To suspend Delinquent Account Penalty charges contained in Schedule D of the Fees Resolution.

Discussion:

I. On February 29, 2020, Washington State Governor Jay Inslee proclaimed a State of Emergency due to the public health emergency posed by the spread of the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

II. On March 2, 2020, Mayor Thomas proclaimed a State of Emergency in the City of Monroe due to the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

III. Pursuant to chapter 38.52 Revised Code of Washington and chapter 2.60 Monroe Municipal Code, Mayor Thomas has broad authority to issue, amend, and rescind orders, rules, and regulation on matters reasonably related to the protection of life and property related to a proclaimed emergency.

IV. The current COVID-19 emergency has resulted in financial hardship for many residents of Monroe.

V. Continued access to utility services is especially important during a public health emergency.

Action:

The Delinquent Account Penalty contained in Schedule D of the Fees Resolution shall not be charged on past due City of Monroe utility bills during this emergency.

Effective:

This Emergency Executive Order shall remain in effect until cancelled, suspended, or upon the issuance of a proclamation ending the emergency, whichever shall occur first.

Dated this 27th day of March, 2020

_____

Geoffrey Thomas
Mayor

City of Monroe
806 West Main Street, Monroe, WA 98272
Phone (360) 794-7400 Fax (360) 794-4007
www.monroewa.gov

Emergency Executive Order No. 2020-004

Acceptance of Service by Appointment

Purpose:

To temporarily limit the acceptance of service to be provided by appointment only.

Discussion:

I. On February 29, 2020, Washington State Governor Jay Inslee proclaimed a State of Emergency due to the public health emergency posed by the spread of the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

II. On March 2, 2020, Mayor Thomas proclaimed a State of Emergency in the City of Monroe due to the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

III. Pursuant to chapter 38.52 Revised Code of Washington and chapter 2.60 Monroe Municipal Code, Mayor Thomas has broad authority to issue, amend, and rescind orders, rules, and regulation on matters reasonably related to the protection of life and property related to a proclaimed emergency.

IV. All City offices and the police department have been closed to the public beginning Monday, March 23, 2020; and all non-essential employees are working from home effective Thursday, March 26, 2020, until midnight on April 8, 2020, per the Governor's proclamation.

V. Pursuant to RCW 4.28.020, summons may be served to the mayor, or, during normal office hours, to the mayor's designated agent or the city clerk thereof.

VI. Providing an additional way to accept service while offices are closed to the public and non-essential staff is working from home is in the best interest of the City.

Action:

Acceptance of Service may be made through contacting the following City personnel to schedule an appointment for this purpose:

- Mayor Geoffrey Thomas (gthomas@monroewa.gov; 360-926-67180.
- City Administrator Deborah Knight (dknight@monroewa.gov; 360-913-0875).
- City Clerk Elizabeth Adkisson (eadkisson@monroewa.gov; 425-772-4351); through April 10, 2020.
- Acting City Clerk Becky Hasart (bhasart@monroewa.gov; 360-863-4518); beginning April 11, 2020.

Effective:

This Emergency Executive Order shall remain in effect until cancelled, suspended, or upon the issuance of a proclamation ending the emergency, whichever shall occur first.

Dated this 31st day of March, 2020.

_____

Geoffrey Thomas, Mayor

City of Monroe
806 West Main Street, Monroe, WA 98272
Phone (360) 794-7400 Fax (360) 794-4007
www.monroewa.gov

Emergency Executive Order No. 2020-006

Exemption from Mandatory Solid Waste Disposal Service for Closed Businesses

Purpose:

To provide an exemption from mandatory solid waste disposal service for non-essential businesses prohibited from conducting business by Governor Inslee's Proclamation 20-25.

Discussion:

I. On February 29, 2020, Washington State Governor Jay Inslee proclaimed a State of Emergency due to the public health emergency posed by the spread of the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

II. On March 2, 2020, Mayor Thomas proclaimed a State of Emergency in the City of Monroe due to the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

III. Pursuant to chapter 38.52 Revised Code of Washington and chapter 2.60 Monroe Municipal Code, Mayor Thomas has broad authority to issue, amend, and rescind orders, rules, and regulation on matters reasonably related to the protection of life and property related to a proclaimed emergency.

IV. On March 23, 2020 Washington State Governor Jay Inslee issue Proclamation 20-25 prohibiting all non-essential businesses in Washington State from conducting business.

V. Businesses closed due to the Governor's Proclamation and not generating sold waste have no direct or indirect benefit from the city's solid waste collection contract.

VI. Granting temporary exemption from mandatory solid waste disposal service as required in Monroe Municipal Section 6.08.010 will lessen the financial burden on closed businesses.

Action:

1. Effective immediately non-essential businesses prohibited from conducting business by Governor Inslee's Proclamation 20-25 are exempt from mandatory solid waste disposal service as required in Monroe Municipal Section 6.08.010.
2. Non-essential businesses prohibited from conducting business by Governor Inslee's Proclamation 20-25 should contact Republic Service directly to arrange for suspension of service.

Effective:

I. This Emergency Executive Order shall remain in effect until cancelled, suspended, or upon the issuance of a proclamation ending the emergency, whichever shall occur first.

Dated this 30th day of March, 2020

Geoffrey Thomas
Mayor

City of Monroe
806 West Main Street, Monroe, WA 98272
Phone (360) 794-7400 Fax (360) 794-4007
www.monroewa.gov

Emergency Executive Order No. 2020-007

Expenditure Limits

Purpose:

To limit certain expenditures without approval of the City Administrator.

Discussion:

I. On February 29, 2020, Washington Governor Jay Inslee proclaimed a State of Emergency due to the public health emergency posed by the spread of the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

II. On March 2, 2020, Mayor Thomas proclaimed a State of Emergency in the City of Monroe due to the SARS-CoV-2 virus that causes the coronavirus disease COVID-19.

III. Pursuant to chapter 38.52 Revised Code of Washington and chapter 2.60 Monroe Municipal Code, Mayor Thomas has broad authority to issue, amend, and rescind orders, rules, and regulation on matters reasonably related to the protection of life and property related to a proclaimed emergency.

IV. On March 18, 2020, Washington Governor Jay Inslee issue Proclamation 20-20 waived and suspended Department of Revenue interest, fees, penalties, and due dates.

V. On March 23, 2020, Washington Governor Jay Inslee issue Proclamation 20-25 prohibiting all non-essential businesses in Washington from conducting business.

VI. Due to the stay at home order, business closures, social distancing requirements, reduced building activity, delayed tax payments, and reduced spending in general:

   a. The City of Monroe's general fund revenues are currently forecasted to be reduced by 6 – 10% in 2020.
   b. It is uncertain as to the impact to other fund's revenues including REET, sewer, water, and stormwater.

VII. It is uncertain how long the current stay at home order and related measures will last and, once lifted, it is uncertain as to the rate of general economic recovery or the resultant fiscal impacts to the City of Monroe.

VIII. The Mayor finds it is necessary to limit expenditures immediately to ensure that there are more options for the Mayor and the Council to address changes in revenue as they will be realized in the upcoming weeks and months.

Action:

I. Effective immediately, expenditures shall not be made on the following items without the written approval of the City Administrator:

- Travel, training, conferences, accommodations, and similar activities.
- Certifications, subscriptions, association and membership dues, and similar items.
- Tuition reimbursement.
- Capital equipment expenditures exceeding $5,000, including but not necessarily limited to replacement of equipment and furniture.
- Contracts that have not been executed.

City of Monroe
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Phone (360) 794-7400 Fax (360) 794-4007
www.monroewa.gov

II. Effective immediately, vacant positions (including seasonal, part-time, full-time, and temporary) shall not be advertised and shall not be filled without written approval of the City Administrator.

Effective:

This Emergency Executive Order shall remain in effect until cancelled, suspended, or upon the issuance of a proclamation ending the emergency, whichever shall occur first.

Dated this 14th day of April, 2020

Geoffrey Thomas
Mayor

MONROE CITY COUNCIL

Agenda Bill No. 20-053

SUBJECT:	***Appointment of Becky Hasart as Interim City Clerk***

DATE:	**DEPT:**	**CONTACT:**	**PRESENTER:**	**ITEM:**
04/28/2020	Administration	Deborah Knight	Deborah Knight	Consent Agenda #2

Discussion: 04/28/2020
Attachments: None

REQUESTED ACTION: Move to approve appointment of Becky Hasart as Interim City Clerk.

POLICY CONSIDERATIONS

As an Optional Municipal Code city, the City of Monroe is incorporated under Chapter 35A of the Revised Code of Washington (RCW), utilizing the Mayor-Council form of government. Per RCW Chapter 35A.12, the City is required to designate a City Clerk as an appointed officer.

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

As of April 28, 2020, no proclamation by the governor or legislation signed by him has established any guidelines which supersede RCW Chapter 35A. Due to the ongoing requirement of this state statute, the appointment of the Interim City Clerk is both a necessary course of city business and a routine and regular course of procedure.

DESCRIPTION/BACKGROUND

On March 27, 2020, Elizabeth M. Adkisson submitted her resignation from the position of City Clerk to pursue a career advancement opportunity with another municipality; Ms. Adkisson's last day with the City of Monroe was April 10, 2020.

On April 10, 2020, Mayor Geoffrey Thomas appointed and swore-in Finance Director Becky Hasart as Interim City Clerk. Ms. Hasart has previous experience as a City Clerk with the City of Bremerton, and RCW Chapter 35A.12.020 expressly allows for the position of City Clerk to be merged with the position of city treasurer. Ms. Hasart was selected for the interim appointment to allow for the continuity of city operations. As the April 14, 2020 and April 21, 2020 Monroe City Council meetings were cancelled, this is the first opportunity for the Council to consider ratification of Ms. Hasart's appointment.

FISCAL IMPACTS

The position of City Clerk is fully funded in the adopted 2020 Budget. The position will remain unfilled per the Mayor's Emergency Order 2020-007 until the position can be evaluated within the context of potential budget impacts due to COVID-19 and its effects on both the 2020 Budget Amendment and the 2021 budget. Ms. Gina Pfister will continue to provide staff support to the Clerk's office as a temporary employee as Ms. Hasart takes on the regulatory responsibility. There will be some salary savings in leaving the position vacant due to the Mayor's Emergency Proclamation 2020-007.

TIME CONSTRAINTS
N/A

ALTERNATIVES
Do not approve the appointment and direct the Mayor to select an alternate appointee.

CALL TO ORDER, ROLL CALL, AND PLEDGE

The March 24, 2020, Regular Business Meeting of the Monroe City Council was called to order by Mayor Thomas at 7:01 p.m.; Monroe City Hall, Council Chambers.

Councilmembers present: Cudaback, Davis, Gamble[1], Hanford, Rousey, Rasmussen, and Scarboro.

Staff members present: Adkisson, Feilberg, Hasart, Jolley, Knight, Peterson, and Warthan; and City Attorney Lell.

The Pledge of Allegiance was led by Councilmember Davis.

Mayor Thomas noted the need to amend the agenda to pull AB20-040 and AB20-041 from the Consent Agenda. No objections were noted.

ANNOUNCEMENTS/PRESENTATIONS

1. Proclamation: Women's History Month – March 2020

Mayor Thomas read the proclamation into the records recognizing March 2020 as Women's History Month and encouraging Monroe's residents and businesses to learn about, and celebrate, women's history.

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Approval of the Minutes: February 11, February 18, and February 25, 2020, Regular Meetings
2. Approval of AP Checks and ACH Payments *(Check Nos. 90946 through 90992, PUD, and ACH payments, in a total amount of $447,744.07)*
3. Approval of Payroll Warrants and ACH Payments *(Check Nos. 36215 through 36240, direct deposits, and ACH AP payments, in a total amount of $1,365,048.51)*
4. AB20-039: Award Bid/Authorize Mayor to Sign Contract with Rodarte for Adams Lane Utility Replacement Project
5. *Item pulled from the consent agenda and to be addressed separately as New Business Item No. 4.*
6. *Item pulled from the consent agenda and to be addressed separately under New Business Item No. 3.*
7. AB20-042: Approval of City Council Legislative Committee 2020 Work Plans
8. AB20-043: Resolution No. 004/2020, Authorizing Recreation and Conservation Office (RCO) Grant Application for East Monroe Site

[1] CLERK'S NOTE: Councilmember Gamble arrived at approximately 7:47 p.m. during Staff/Department Reports.

9. AB20-044: Ordinance No. 002/2020, Amending MMC 2.40, Legal Representation; Final Reading

Councilmember Hanford moved to approve Consent Agenda Item Nos. 1 through 4 and 7 though 9; the motion was seconded by Councilmember Rasmussen. On vote,

Motion carried (6-0).

NEW BUSINESS

1. AB20-045: Confirmation of Vision 2050 Sounding Board Member Appointments (

Ms. Deborah Knight, City Administrator, provided background information on AB20-045, the Vision 2050 process, and proposed Sounding Board Member Appointments. Discussion ensued regarding proposed members.

Councilmember Rasmussen moved to confirm the Mayor's appointment of: Kelsey Borland; Joan Brown; Yessica Carmel; Zachary Hegtvedt; Darryl Jacobsen; Drew James; Peter Maxson; Paul Sanders; Phil Spirito; and other members as the Mayor may appoint to meet the requirement of creating a diversified board to represent Monroe community members and business owners; the motion was seconded by Councilmember Rousey. On vote,

Motion carried (6-0).

2. AB20-046: Authorize Transfer from General Fund to Information Technology Fund for Additional IT Contract Services

Mr. Ben Warthan, Human Resources Director, provided background information on AB20-046, the request for additional IT contract services, and the proposed transfer of funding from the General Fund to Information Technology Fund. Discussion ensued regarding the transfer of funds.

Councilmember Cudaback moved to authorize transfer of $80,000 of General Fund 2019 ending fund balance to the Information Technology (IT) Fund for additional contract IT services; and further authorize staff to engage said services; the motion was seconded by Councilmember Scarboro. On vote,

Motion carried (6-0).

3. AB20-041: Confirmation of Proclamation of Emergency (COVID-19)

Mr. Brad Feilberg, Public Works Director, provided background information on AB20-041, emergency proclamation issued by Mayor Thomas, and proposed confirmation by City Council.

Councilmember Hanford moved to confirm the Mayor's proclamation dated March 2, 2020, declaring the existence of an emergency relating to COVID-19; the motion was seconded by Councilmember Davis. On vote,

Motion carried (6-0).

4. AB20-040: Authorize Mayor to Sign 2020 Concessionaire Agreement

Councilmember Rousey noted a conflict of interest related to AB20-040, recused herself from the discussion and vote on AB20-040, and was absent from Council Chambers during this time.

Ms. Knight provided background information on AB20-040 and the proposed concessionaire agreement.

Councilmember Rasmussen moved to authorize the Mayor to sign the 2020 Concessionaire Agreement with Ken Fulcher to provide concession services at Sky River and Lake Tye Parks; and expressly authorize further minor revisions to the extent deemed necessary or appropriate; the motion was seconded by Councilmember Cudaback.

Discussion ensued regarding process for vendor selection.

On vote,

Motion carried (5-0).

COUNCILMEMBER REPORTS

1. Public Safety Committee Update

Councilmember Davis reviewed the items discussed at the Tuesday, March 3, 2020, Public Safety Committee Meeting, including: Draft Homelessness Communications Plan; LEMAP Preview; Continuity of Government/Operations; and MMC 2.60 Emergency Management Amendments. Discussion ensued regarding the Homelessness Communications Plan next steps.

2. Individual Councilmember Updates

Councilmember Rousey commented on attendance at PSRC Meetings on behalf of the City. Discussion ensured regarding direction for future meetings.

Councilmember Davis commented on attendance at the Snohomish County Covid-19 Press Conference.

STAFF/DEPARTMENT REPORTS

1. Parks and Recreation Update

Ms. Hasart noted the report included in the meeting materials and provided an update on the following topic: parks bond levy.

2. Police Update

Chief Jolley noted the report included in the meeting materials and provided an update on the following topics: significant cases and events, department statistics, and Community Outreach Team.

3. Public Works Update

Mr. Feilberg noted the report included in the meeting materials and provided an update on the following topics: Wastewater Treatment Plant (WWTP) flow, North Kelsey improvements, and Covid-19.

Discussion ensued regarding the City's response to Covid-19 and the Council's potential to hold virtual or remote meetings.

> Councilmember Rasmussen moved to amend the agenda to add an item related to amending Council's Rules of Procedure; the motion was seconded by Councilmember Cudaback. On vote,
>
> Motion carried (7-0).

> Councilmember Hanford moved to amend the Monroe City Council Rules of Procedure by adding a new subsection 3.1.5 to provide for its entirety as follows: "During periods of a proclaimed emergency, a physically present quorum of Councilmembers is not required in order to conduct a meeting, if a quorum of Councilmembers is obtained through either physical presence at the meeting and/or through telephonic or other, similar, electronic means;" the motion was seconded by Councilmember Rasmussen. On vote,
>
> Motion carried (7-0).

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update

Ms. Knight reported on the following topic: review of upcoming City Council agendas.

2. Mayor's Update/Monroe This Week *(Volume 6, Edition 9)*

Mayor Thomas noted the Monroe This Week included in the meeting materials; and reported on the following items: letter to businesses to consider relocating to Monroe; Washington DC Trip in the fall; and Sky Valley Mayors group.

EXECUTIVE SESSION

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

Mayor Thomas noted the need for an executive session for approximately five minutes to discuss Pricing of Property [RCW 42.30.110(10(c)]; and read the appropriate citation into the record.

The meeting recessed into executive session at 8:34 p.m.; was extended for an additional sixteen minutes; and the meeting reconvened to regular session at 8:55 p.m.

ADJOURNMENT

There being no further business, the motion was made by Councilmember Rasmussen and seconded by Councilmember Davis to adjourn the meeting. On vote,

Motion carried (7-0).

MEETING ADJOURNED: 8:55 p.m.

Geoffrey Thomas, Mayor

Elizabeth M. Adkisson, MMC, City Clerk

Minutes approved at the Regular Business Meeting of March 25, 2020.

ROUTING SLIP - CHECK APPROVAL

4/14/2020

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

				Check Numbers
Date:	3/24/20	$	18,404.67	91039-91049
Date:	3/27/20	$	40,736.76	91050-91059
Date:	4/6/20	$	12,322.03	91060-91067
Date:	4/10/20	$	190,939.23	91068-91106

Check Total: 262,402.69

Date:	3/24/20	$	4,392.23	ACH
Date:	3/25/20	$	600.00	ACH
Date:	3/30/20	$	10,790.17	ACH
Date:	4/6/20	$	41,733.67	ACH
Date:	4/8/20	$	3,677.53	ACH
Date:	4/15/20	$	224,793.28	ACH

Electronic Total: 285,986.88

Total Claims This Period: 548,389.57

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

Signed _____ Date: 13 April 2020
Finance Director

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: becky
Printed: 04/12/2020 - 11:50AM
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
91039	3/24/2020	Lawrence Abell		AP		500.00
91040	3/24/2020	City of Monroe		AP		10.00
91041	3/24/2020	First American Title Insurance Compan		AP		1,048.50
91042	3/24/2020	Les Schwab Warehouse Ctr Inc.		AP		270.86
91043	3/24/2020	Northwest Barricade & Signs, LLC		AP		1,093.00
91044	3/24/2020	769 Village Way #Facility Puget Sound		AP		2,128.50
91045	3/24/2020	Puget Sound Energy Inc		AP		2,604.95
91046	3/24/2020	Dale Remlinger		AP	3/31/2020	1,887.50
91047	3/24/2020	Sargent Engineers, Inc		AP		6,198.00
91048	3/24/2020	Snohomish County Human Services De		AP		1,279.36
91049	3/24/2020	Michael and Tamara Suschik		AP	3/31/2020	1,384.00
91050	3/27/2020	Guy Eden		AP		54.88
91051	3/27/2020	Guy Eden		AP		37.42
91052	3/27/2020	Elite Lock & Safe		AP		55.74
91053	3/27/2020	First American Title Insurance Compan		AP		225.00
91054	3/27/2020	Daren Klein		AP		125.43
91055	3/27/2020	Nelson Petroleum		AP		314.81
91056	3/27/2020	Paul B & Kristin D Nordlund		AP		241.37
91057	3/27/2020	Snohomish County Public Works		AP		1,102.90
91058	3/27/2020	Snohomish County Sheriff Corrections		AP		38,448.30
91059	3/27/2020	Nicole Stull		AP		130.91
91060	4/3/2020	Accu-Comm Inc		AP		5,805.31
91061	4/3/2020	Feldman & Lee, PS		AP		400.00
91062	4/3/2020	HealthEquity Employer Services		AP		20.65
91063	4/3/2020	Vance P Odell		AP		3,000.00
91064	4/3/2020	Missy Peru		AP		280.00
91065	4/3/2020	Safe Harbor Trust		AP		773.50
91066	4/3/2020	Blanca Segueda		AP		63.39
91067	4/3/2020	Tenelco Inc.		AP		1,979.18
91068	4/10/2020	The Other Company		AP		4,250.00
91069	4/10/2020	Accu-Comm Inc		AP		240.00
91070	4/10/2020	Jesse Acosta		AP		411.75
91071	4/10/2020	Michael Arizona		AP		232.49
91072	4/10/2020	Mateo Barajas		AP		11.95
91073	4/10/2020	Bradley Collins		AP		3,680.00
91074	4/10/2020	Larry Crosby		AP		144.60
91075	4/10/2020	Department of Corrections		AP		294.56
91076	4/10/2020	Department of Emergency Management		AP		6,785.75
91077	4/10/2020	Department of Enterprise Services Print		AP		63.17
91078	4/10/2020	State of Washington Department of Lice		AP		470.00
91079	4/10/2020	Department of Retirement Services		AP		62.21
91080	4/10/2020	Department of Transportation		AP		554.46
91081	4/10/2020	Maria Farmer		AP		100.00
91082	4/10/2020	Lorena Farr		AP		161.50
91083	4/10/2020	FCS Financial Consulting Solutions Gr		AP		3,202.50
91084	4/10/2020	Fire Protection Inc.		AP		685.60

Bank Reconciliation

Checks by Date

User: becky
Printed: 04/12/2020 - 12:00PM
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	3/23/2020	John Rongerude PS		AP	3/23/2020	600.00
0	3/24/2020	NI Government Services Inc		AP	3/24/2020	73.73
0	3/24/2020	Ricoh USA Inc		AP	3/24/2020	3,092.27
0	3/24/2020	US Bank		AP	3/24/2020	1,226.23
0	3/27/2020	Associated Petroleum Products Inc		AP	3/27/2020	2,166.68
0	3/27/2020	Enviroissues Inc		AP	3/27/2020	3,476.53
0	3/27/2020	Ferguson Enterprises Inc		AP	3/27/2020	195.96
0	3/27/2020	Jakeh Roberts		AP	3/27/2020	951.00
0	3/27/2020	S360 Strategies 360, Inc		AP	3/27/2020	4,000.00
0	4/3/2020	AFTS		AP	4/3/2020	3,391.26
0	4/3/2020	Code Publishing Company		AP	4/3/2020	2,859.38
0	4/3/2020	Stacy Criswell		AP	4/3/2020	97.76
0	4/3/2020	Kennedy/Jenks Consultants, Inc		AP	4/3/2020	15,507.27
0	4/3/2020	KPG Interdisciplinary Design		AP	4/3/2020	12,878.00
0	4/3/2020	Matrix Consulting Group		AP	4/3/2020	6,600.00
0	4/3/2020	WA St Criminal Justice Training Comm		AP	4/3/2020	400.00
0	4/6/2020	Mark Wakefield		AP	4/6/2020	3,677.53
					Total Check Count:	17
					Total Check Amount:	61,193.60

Bank Reconciliation

Checks by Date

User: becky
Printed: 04/12/2020 - 12:36PM
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	4/10/2020	Bill Abell		AP	4/10/2020	144.60
0	4/10/2020	Associated Petroleum Products Inc		AP	4/10/2020	1,122.99
0	4/10/2020	BHC Consultants LLC		AP	4/10/2020	27,242.91
0	4/10/2020	City of Everett- Everett Utilities		AP	4/10/2020	112,541.84
0	4/10/2020	Enviroissues Inc		AP	4/10/2020	3,879.27
0	4/10/2020	Ferguson Enterprises Inc		AP	4/10/2020	50.28
0	4/10/2020	Golden Rule LLC		AP	4/10/2020	10,830.00
0	4/10/2020	Christine J Hendrickson		AP	4/10/2020	1,387.50
0	4/10/2020	Inland Environmental Resources Inc		AP	4/10/2020	10,746.38
0	4/10/2020	Kennedy/Jenks Consultants, Inc		AP	4/10/2020	6,986.50
0	4/10/2020	Lowe's Home Centers Inc		AP	4/10/2020	2,246.48
0	4/10/2020	Monroe Chamber of Commerce		AP	4/10/2020	4,092.44
0	4/10/2020	Monroe Law Group		AP	4/10/2020	14,000.00
0	4/10/2020	NexRequest		AP	4/10/2020	8,736.50
0	4/10/2020	Springbrook Software LLC		AP	4/10/2020	6,513.40
0	4/10/2020	Utilities Underground Location Center		AP	4/10/2020	272.19
0	4/10/2020	Zachor & Thomas Inc. P.S.		AP	4/10/2020	14,000.00
					Total Check Count:	17
					Total Check Amount:	224,793.28

Bank Reconciliation

Disbursement Detail

User: becky
Printed: 04/12/2020 - 12:21PM
Date Range: 03/23/2020 - 04/06/2020
Systems: '(All)'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	04/03/2020	Code Publishing Company	Codify MMC	2,859.38
0	03/27/2020	Enviroissues Inc	Professional services Feb 1 - Feb 29, 2020	3,476.53
0	03/23/2020	John Rongerude PS	Public defender fees - 3/4/20	600.00
0	04/03/2020	Matrix Consulting Group	Matrix - PD Study	6,600.00
0	03/24/2020	NI Government Services Inc	satellite phone	18.43
0	03/24/2020	US Bank	MONLTGOREF15, MONWAT11, MONWAT16, 17 and MO	1,226.23
0	04/03/2020	WA St Criminal Justice Training Commi	DT Ground Survival Tactics	400.00
0	04/06/2020	Mark Wakefield	M Wakefield supplemental insur	3,677.53
0	03/27/2020	S360 Strategies 360, Inc	Professional services February 2020	4,000.00
0	04/03/2020	Stacy Criswell	Mileage reimursement - 3/10/20 - 3/12/20	97.76
91039	03/24/2020	Lawrence Abell	Radar/Lidar Master Instructor Course	500.00
91042	03/24/2020	Les Schwab Warehouse Ctr Inc.	Mower tires	270.86
91048	03/24/2020	Snohomish County Human Services Dep	HSALC017 4th QTR 2019	1,279.36
91058	03/27/2020	Snohomish County Sheriff Corrections E	Jail Services February 2020	38,448.30
91061	04/03/2020	Feldman & Lee, PS	Public Defender fees 9Z0769214	400.00
91062	04/03/2020	HealthEquity Employer Services	HSA monthly payment	20.65
91063	04/03/2020	Vance P Odell	Legal Fees March /2020	3,000.00
91064	04/03/2020	Missy Peru	Refund rental	256.17
91065	04/03/2020	Safe Harbor Trust	Refund of SEPA Fees	773.50
91066	04/03/2020	Blanca Segueda	Refund rental	58.00
			Total for Fund:001 General Fund	67,962.70
Fund: 105 Streets				
91040	03/24/2020	City of Monroe	Parking for Training - Jammi Guion	2.50
91047	03/24/2020	Sargent Engineers, Inc	Bear Mt Brdge Evaluation	6,198.00
91057	03/27/2020	Snohomish County Public Works	Monroe Aid Agreement	1,102.90
			Total for Fund:105 Streets	7,303.40
Fund: 318 Streets CIP Fund				
91043	03/24/2020	Northwest Barricade & Signs, LLC	KIB Intersection Improvements	1,093.00
91053	03/27/2020	First American Title Insurance Company	Chain Lake Phase 2A	225.00
			Total for Fund:318 Streets CIP Fund	1,318.00

Bank Reconciliation

Disbursement Detail

User: becky
Printed: 04/12/2020 - 12:21PM
Date Range: 03/23/2020 - 04/06/2020
Systems: '(All)'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 411 Water Maintenance & Operations				
0	04/03/2020	AFTS	Postage - Utilities	1,130.31
0	03/27/2020	Jakeh Roberts	Tuition reimbursement	475.50
0	03/24/2020	NI Government Services Inc	satellite phone	18.43
91040	03/24/2020	City of Monroe	Parking for Training - Jammi Guion	2.50
91044	03/24/2020	769 Village Way #Facility Puget Sound E	PSE 769 Village Way #Facility	702.40
91050	03/27/2020	Guy Eden	Refund Check	54.88
91051	03/27/2020	Guy Eden	Refund Check	37.42
91054	03/27/2020	Daren Klein	Refund Check	30.06
91056	03/27/2020	Paul B & Kristin D Nordlund	Refund Check	86.35
91059	03/27/2020	Nicole Stull	Refund Check	24.95
91060	04/03/2020	Accu-Comm Inc	Spring Hill Repeater Site Upgrade	5,805.31
			Total for Fund:411 Water Maintenance & Operations	8,368.11
Fund: 412 Water Capital Projects				
0	04/03/2020	KPG Interdisciplinary Design	Woods Creek Road	12,878.00
91041	03/24/2020	First American Title Insurance Company	DOC Reservoir 2	1,048.50
			Total for Fund:412 Water Capital Projects	13,926.50
Fund: 421 Sewer Maintenance & Operations				
0	04/03/2020	AFTS	Printing Services - Delinquency Notices	1,130.30
0	03/27/2020	Jakeh Roberts	Tuition reimbursement	475.50
0	03/24/2020	NI Government Services Inc	satellite phone	18.44
91040	03/24/2020	City of Monroe	Parking for Training - Jammi Guion	2.50
91044	03/24/2020	769 Village Way #Facility Puget Sound E	PPSE 769 Village Way #Facility	702.41
91054	03/27/2020	Daren Klein	Refund Check	82.94
91056	03/27/2020	Paul B & Kristin D Nordlund	Refund Check	134.81
91059	03/27/2020	Nicole Stull	Refund Check	92.15
91067	04/03/2020	Tenelco Inc.	Biosolids	1,979.18
			Total for Fund:421 Sewer Maintenance & Operations	4,618.23

Bank Reconciliation

Disbursement Detail

User: becky
Printed: 04/12/2020 - 12:21PM
Date Range: 03/23/2020 - 04/06/2020
Systems: '(All)'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 422 Sewer Capital Projects				
0	04/03/2020	Kennedy/Jenks Consultants, Inc	Engineering Report WWTP	15,507.27
			Total for Fund:422 Sewer Capital Projects	15,507.27
Fund: 431 Stormwater Maint & Operations				
0	04/03/2020	AFTS	Printing Services - Delinquency Notices	1,130.65
0	03/24/2020	NI Government Services Inc	satellite phone	18.43
91040	03/24/2020	City of Monroe	Parking for Training - Jammi Guion	2.50
91044	03/24/2020	769 Village Way #Facility Puget Sound E	PSE 769 Village Way #Facility	723.69
91054	03/27/2020	Daren Klein	Refund Check	12.43
91056	03/27/2020	Paul B & Kristin D Nordlund	Refund Check	20.21
91059	03/27/2020	Nicole Stull	Refund Check	13.81
			Total for Fund:431 Stormwater Maint & Operations	1,921.72
Fund: 510 Information & Tech Services				
0	03/24/2020	Ricoh USA Inc	PW Ricoh copier lease MPC3502	3,092.27
			Total for Fund:510 Information & Tech Services	3,092.27
Fund: 520 Equipment & Fleet Management				
0	03/27/2020	Associated Petroleum Products Inc	PW vehicle fuel	2,166.68
91055	03/27/2020	Nelson Petroleum	Gear Comp and Dura Lith	314.81
			Total for Fund:520 Equipment & Fleet Management	2,481.49
Fund: 530 Facilities Management				
0	03/27/2020	Ferguson Enterprises Inc	BB Inilltration	195.96
91045	03/24/2020	Puget Sound Energy Inc	PSE - 806 Main St Bldg C - Veh	2,604.95
91052	03/27/2020	Elite Lock & Safe	BA82 Keys	55.74
			Total for Fund:530 Facilities Management	2,856.65

Bank Reconciliation

Disbursement Detail

User: becky
Printed: 04/12/2020 - 12:21PM
Date Range: 03/23/2020 - 04/06/2020
Systems: '(All)'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 631 Agency Fund				
91046	03/24/2020	Dale Remlinger	Refund of Deposit	1,887.50
91049	03/24/2020	Michael and Tamara Suschik	Refund of Deposit Hearing Examiner	1,384.00
91064	04/03/2020	Missy Peru	Refund rental	23.83
91066	04/03/2020	Blanca Segueda	Refund rental	5.39
			Total for Fund:631 Agency Fund	3,300.72
			Grand Total	132,657.06

Bank Reconciliation

Disbursement Detail

User: becky
Printed: 04/12/2020 - 12:22PM
Date Range: 04/10/2020 - 04/10/2020
Systems: '(All)'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	04/10/2020	Lowe's Home Centers Inc	February Lowes Purchases	556.33
0	04/10/2020	Enviroissues Inc	Professional Services for March 2020	3,879.27
0	04/10/2020	Golden Rule LLC	Services rendered April 2020	10,830.00
0	04/10/2020	Monroe Law Group	Services for March 2020	14,000.00
0	04/10/2020	Zachor & Thomas Inc. P.S.	Services thru March 2020	14,000.00
0	04/10/2020	Bill Abell	W Abell supplemental insurance	144.60
0	04/10/2020	Christine J Hendrickson	Photos for Choose Monroe	1,387.50
91068	04/10/2020	The Other Company	Municipal Court Options Study Jan. - March 2020	4,250.00
91070	04/10/2020	Jesse Acosta	Services 3/10/20	411.75
91073	04/10/2020	Bradley Collins	Building Code Update	3,680.00
91074	04/10/2020	Larry Crosby	Crosby supplemental insurance	144.60
91075	04/10/2020	Department of Corrections	Court Forms	257.40
91076	04/10/2020	Department of Emergency Management	1st QTR EM Services	1,696.44
91077	04/10/2020	Department of Enterprise Services Printi	Envelopes	63.17
91079	04/10/2020	Department of Retirement Services	OASI - 2019 Tax Year	62.21
91081	04/10/2020	Maria Farmer	Services 2/26/20	100.00
91082	04/10/2020	Lorena Farr	Services rendered 2/19/18	161.50
91083	04/10/2020	FCS Financial Consulting Solutions Grou	Services thru 3/20/2020 Cost of Service Study	3,202.50
91088	04/10/2020	Karen Reed Consulting, LLc	Muncipal Court Options Study Jan. - March 2020	8,880.00
91089	04/10/2020	KempWest Inc	Consulting Arborist Services - 509 S Lewis st	500.00
91091	04/10/2020	MPH Industries Inc.	Radars	1,843.59
91093	04/10/2020	Jessica Ness	Judges salary April 2020	6,388.00
91100	04/10/2020	Snohomish County Sheriff Corrections F	Medical February 2020	73.41
91101	04/10/2020	Sprague Pest Solutions Inc	Pest Control 3/30/20 - 528 S. Blakely	92.91
91106	04/10/2020	West Coast Code Consultants, Inc.	March services 2020	7,318.50
			Total for Fund:001 General Fund	83,923.68
Fund: 105 Streets				
91080	04/10/2020	Department of Transportation	Snow and Ice Products December 2019	554.46
			Total for Fund:105 Streets	554.46
Fund: 109 Tourism				
0	04/10/2020	Monroe Chamber of Commerce	VIC Operations - Feb 2020	4,092.44
			Total for Fund:109 Tourism	4,092.44

Bank Reconciliation

Disbursement Detail

User: becky
Printed: 04/12/2020 - 12:22PM
Date Range: 04/10/2020 - 04/10/2020
Systems: '(All)'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 411 Water Maintenance & Operations				
0	04/10/2020	Lowe's Home Centers Inc	February Lowes Purchases	115.17
0	04/10/2020	Ferguson Enterprises Inc	Supplies	50.28
0	04/10/2020	Springbrook Software LLC	Springbrook Transactions	2,149.42
0	04/10/2020	Utilities Underground Location Center	locates	272.19
0	04/10/2020	City of Everett- Everett Utilities	water purchased for resale	112,541.84
91069	04/10/2020	Accu-Comm Inc	Professional services	240.00
91071	04/10/2020	Michael Arizona	Refund Check	232.49
91072	04/10/2020	Mateo Barajas	Refund Check	11.95
91075	04/10/2020	Department of Corrections	Business cards - Aaron Amberson	18.58
91076	04/10/2020	Department of Emergency Management	1st QTR EM Services	1,696.44
91086	04/10/2020	Christopher M & Yvette L Hunt	Refund Check	29.94
91087	04/10/2020	Jeffrey & Mindy Jahn	Refund Check	27.77
91094	04/10/2020	Vyna Ngan	Refund Check	46.75
91096	04/10/2020	Gene Olsen	Refund Check	4.79
91097	04/10/2020	Alan or Nayalya Powell	Refund Check	24.95
91098	04/10/2020	RM Homes	Refund Check	32.19
91102	04/10/2020	Nick & Sarah Stuckey	Refund Check	33.32
91104	04/10/2020	The Group	Dues - Ryan Anderson	10.00
			Total for Fund:411 Water Maintenance & Operations	117,538.07
Fund: 412 Water Capital Projects				
0	04/10/2020	Lowe's Home Centers Inc	February Lowes Purchases	80.90
91092	04/10/2020	Murraysmith, Inc	DOC Reservoir #2	57,919.65
			Total for Fund:412 Water Capital Projects	58,000.55
Fund: 421 Sewer Maintenance & Operations				
0	04/10/2020	Lowe's Home Centers Inc	February Lowes Purchases	76.45
0	04/10/2020	Inland Environmental Resources Inc	Magnesium Hydoxide 49,160 pounds	10,746.38
0	04/10/2020	Springbrook Software LLC	Springbrook Transactions	2,149.42
91076	04/10/2020	Department of Emergency Management	1st QTR EM Services	3,392.87
91086	04/10/2020	Christopher M & Yvette L Hunt	Refund Check	110.58
91087	04/10/2020	Jeffrey & Mindy Jahn	Refund Check	102.49
91094	04/10/2020	Vyna Ngan	Refund Check	113.25
91096	04/10/2020	Gene Olsen	Refund Check	17.71

Bank Reconciliation

Disbursement Detail

User: becky
Printed: 04/12/2020 - 12:22PM
Date Range: 04/10/2020 - 04/10/2020
Systems: '(All)'

Check#	Check Date	Payable To	Purpose	Amount
91097	04/10/2020	Alan or Nayalya Powell	Refund Check	92.15
91102	04/10/2020	Nick & Sarah Stuckey	Refund Check	61.44
			Total for Fund:421 Sewer Maintenance & Operations	16,862.74
Fund: 422 Sewer Capital Projects				
0	04/10/2020	Kennedy/Jenks Consultants, Inc	WWTP Eng. Report	6,986.50
			Total for Fund:422 Sewer Capital Projects	6,986.50
Fund: 431 Stormwater Maint & Operations				
0	04/10/2020	Lowe's Home Centers Inc	February Lowes Purchases	51.82
0	04/10/2020	Springbrook Software LLC	Springbrook Transactions	2,214.56
91075	04/10/2020	Department of Corrections	Business cards - Vince Bertrand	18.58
91085	04/10/2020	French Slough Flood Control Dist.	French Slough Assessment - 1st half	55,800.00
91086	04/10/2020	Christopher M & Yvette L Hunt	Refund Check	16.57
91087	04/10/2020	Jeffrey & Mindy Jahn	Refund Check	15.35
91094	04/10/2020	Vyna Ngan	Refund Check	16.96
91096	04/10/2020	Gene Olsen	Refund Check	2.66
91097	04/10/2020	Alan or Nayalya Powell	Refund Check	13.81
91102	04/10/2020	Nick & Sarah Stuckey	Refund Check	9.21
			Total for Fund:431 Stormwater Maint & Operations	58,159.52
Fund: 432 Stormwater Capital Projects				
0	04/10/2020	BHC Consultants LLC	Blueberry Storm	27,242.91
			Total for Fund:432 Stormwater Capital Projects	27,242.91
Fund: 510 Information & Tech Services				
0	04/10/2020	NexRequest	Annual Subscription	8,736.50
			Total for Fund:510 Information & Tech Services	8,736.50

Bank Reconciliation

Disbursement Detail

User: becky
Printed: 04/12/2020 - 12:22PM
Date Range: 04/10/2020 - 04/10/2020
Systems: '(All)'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 520 Equipment & Fleet Management				
0	04/10/2020	Associated Petroleum Products Inc	Police vehicle fuel - Bldg H	1,122.99
91078	04/10/2020	State of Washington Department of Licen	Dyed Diesel tax - 1 QTR.	470.00
91103	04/10/2020	Systems for Public Safety Inc	Decomission Patrol Vehicle #P-68	19,447.75
			Total for Fund:520 Equipment & Fleet Management	21,040.74
Fund: 530 Facilities Management				
0	04/10/2020	Lowe's Home Centers Inc	February Lowes Purchases	1,365.81
91084	04/10/2020	Fire Protection Inc.	Security Monitoring April 2020	685.60
91099	04/10/2020	Seahurst Electric Inc.	Sky River Park grinder Pumps Maintenance	4,367.63
91101	04/10/2020	Sprague Pest Solutions Inc	Pest Control	161.36
			Total for Fund:530 Facilities Management	6,580.40
Fund: 631 Agency Fund				
91090	04/10/2020	Monroe Police Department	City Share - Forfeitures	4,286.13
91095	04/10/2020	Phil Olbrechts	Hearing Examiner Services - February 2020	1,228.50
91105	04/10/2020	Washington State Treasurer's Office	Fox/Bjorklund - State Share	499.37
			Total for Fund:631 Agency Fund	6,014.00
			Grand Total	415,732.51

PAYROLL WARRANT APPROVAL

MONTH OF PAYROLL: **3/1/2020**

The following checks are approved for payment:

Date of Issue: **4/7/2020**

Voided

Check #'s **From:** **36241** **To:** **36265**

Direct Deposit **$575,377.02**

ACH AP Payments **$203,981.88**

Total Monthly Payroll **$1,291,870.54**

H S A Funding: **$1,710.00**

WARRANT APPROVAL:

I, the undersigned, do hereby certify under the penalty of perjury, that the Payroll Checks are just, due and unpaid obligations against the City of Monroe, and that I am authorized to certify said claims in the amount of ***$1,291,870.54*** *on* ***4/7/2020***

Signed: _____

Mayor or Designee

Dated: _____

MONROE CITY COUNCIL

Agenda Bill No. 20-054

SUBJECT:	***Community Foundation of Snohomish County Grant Acceptance.***

DATE:	**DEPT:**	**CONTACT:**	**PRESENTER:**	**ITEM:**
04/28/2020	Executive	Deborah Knight	Deborah Knight	Consent Agenda #6

Discussion: *04/28/2020*

Attachments:
1. *Community Foundation Grant - Award Letter*
2. *Community Foundation Grant - Scope of Work*
3. *YMCA Service Provider Agreement*
4. *TTNS Service Provider Agreement*

REQUESTED ACTION: Move to accept the grant funding from the Community Foundation of Snohomish County in the amount of $10,000, and authorize the Mayor to sign the attached contracts to local service providers to disperse the funds and assist those in the community experiencing poverty and homelessness during the COVID-19 global pandemic and in support of the local stay home order issued by Governor Jay Inslee.

POLICY CONSIDERATION

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

Under RCW 35A.33, Council as the legislative body of the City approves revenues for the fiscal budget. The policy question for the City Council is whether to sign an Agreement with the Community Foundation for financial support in the form of a grant. The acceptance of this Grant is necessary to respond to the COVID-19 outbreak and current public health emergency.

DESCRIPTION/BACKGROUND

During this COVID-19 global pandemic, our service providers are being stretched thin to provide services to those in our community who are experiencing homelessness and poverty. The need is ever increasing. The budgets of our local service providers, many of whom rely on donations, are under considerable strain. More people in the community now experiencing financial stress and are less likely to find funds in their own budgets to give to these local charities. Many local service providers have also received, and put to good use, grants that have been awarded from the Community Foundation of Snohomish County, The Seattle Foundation, and funds from FEMA.

The scope of work is based on weekly check-ins with our Technical Advisory Committee (TAC) and other local service providers who have come to the table over the course of the past month. It is also based on the feedback of those with lived experience surrounding the reduced availability of services and resources due to the stay home order.

Current inability of an unsheltered person to have access to a shower. Pre COVID-19, our community, through the YMCA, hosted a Showers After Hours program. The stay home order has closed all the YMCA's on-site programs except for childcare for First Responders. We would like

to provide a way for people to maintain a good hygiene routine which is critical now more than ever to help prevent the spread of diseases.

Another example is the need to provide immediate housing relief in certain instances through hotel vouchers for safety, medical recovery and other emergent needs. The funds available for this service are also being strained. A portion of the funds from the grant will go toward increasing the supply of these vouchers. A portion of the grant is also specified to go toward funds for Housing Assistance to provide first last and deposit to assist those who cannot overcome this steep barrier to becoming housed.

The final example is that our foodbank is running out of staple items. This money will be used to provide the food bank with funding to go get what they need for our service providers to have food to distribute.

IMPACT – BUDGET
The grant award is $10,000. Expenses associated with this grant will not exceed the grant amount. Both revenue and expenditures will be amended accordingly as part of the 2020 Budget Amendment.

TIME CONSTRAINTS
Deadline to complete the work is December 31, 2020.

ALTERNATIVES TO REQUESTED ACTION
Do not accept this grant.

COMMUNITY
FOUNDATION
of Snohomish County

April 15, 2020

City of Monroe
806 W Main Street
Monroe, WA 98272

We are pleased to inform you that our Board of Directors has authorized the following grant in support of City of Monroe.

> $10,000.00 grant distribution for COVID-19 Homeless Services from the Coronavirus Response Fund held at the Community Foundation of Snohomish County.

Your grant check is enclosed.

The Coronavirus Response Fund will complement the work of public health officials and expand local capacity to address all aspects of the outbreak as efficiently as possible. This fund ensures dollars are deployed in the community quickly and responsively. We will create a simple reporting mechanism later in the year.

Sincerely,

Lisa Maitland
Finance & Donor Services Manager

The Community Foundation of Snohomish County continues to serve as a growing, permanent community asset, built by gifts and bequests from hundreds of individuals, families and businesses. We provide a simple, flexible way to fulfill multiple charitable interests. In 2019, we gave $8.2 million to local charitable organizations through the 150 different funds we manage.

BOARD OF DIRECTORS

SARAH DUNCAN
Chair

LAURA BYERS
Vice Chair

KRISTI HENDERSON
Treasurer

PHIL SPIRITO
Secretary

BELLO DONDJA

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CIERA GRAHAM

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JACKSON LOOS

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KARRI MATAU
President & CEO

2823 Rockefeller Avenue
Everett, WA 98201

Phone: (425) 212-4056

info@cf-sc.org
www.cf-sc.org

Looking Forward. Giving Back.

SCOPE OF WORK

Monroe Washington needs assistance to provide for our vulnerable homeless population and those experiencing poverty with essential human services while we are in the covid19 crisis. We are requesting the amount of $10,000 from the Community Foundation to provide the following:

The City has provided one porta potty and hand washing station. It would be beneficial to add one additional porta potty and one additional hand washing station at an alternate location. ($400/week)/($1,600/mo)

Our homeless population has also expressed the need to shower and clean themselves. We would like to request one portable shower trailer. ($1,000/week)($4,000/mo)

We would also like to provide the Monroe Police Department Community Outreach team with small kits of PPE necessities to distribute to those in encampments or experiencing homelessness and poverty. ($5/kit X 80kits = $400)

Our service providers need additional Hotel Vouchers to be able to distribute to those who need immediate housing relief or need somewhere to be discharged from the hospital. ($1,000)

We would also like to request that a portion of the amount of the grant be used to provide first last and deposit to assist those who we can assist to get into housing but cannot overcome this steep barrier to becoming housed. ($1,500)

Our local service providers need funding, food to distribute and diapers and wipes to replenish their on-hand supplies. ($1,000)

And lastly, we would like to reimburse our city of Monroe human services lead and point person, Rachel Adams, for one part time 20hr week of work at $25/hr to coordinate the local service providers, implement these programs and oversee the scope of work involved in the corvid19 response for the City of Monroe's homeless population. ($500)

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 **Showers After Hours Program**	**WORK DESCRIPTION** 2 Providing showers to people experiencing homelessness and poverty during the Covid19 nonessential business shut down.
CONSULTANT 3 **YMCA**	**CONSULTANT CONTACT NAME, AND TELEPHONE NO.** 4 Jamie Williams (360) 805-1879
FEDERAL I.D. NO. 5 **91-0565561**	**BUDGET OR FUNDING SOURCE** 6 Community Foundation of Snohomish County Grant
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 **Jamie Williams** **14033 Frylands Blvd.** **Monroe, WA. 98272** **(360) 805-1879**	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8 $4,000
COMPLETION DATE 9 December 31st, 2020	10 ☒ Lump Sum ☐ Cost Plus a Fixed Fee ☐ Schedule Rate/Time and Materials ☐ Time and Materials/Not to Exceed

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THIS AGREEMENT is entered into on April 28th, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies,

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

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

5. Extra Work.

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

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

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

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

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have

the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

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

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

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

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

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

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

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may

arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

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

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

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

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

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

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

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project

Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

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

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

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

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

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute

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

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

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

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

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

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

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

CONSULTANT:	CITY OF MONROE:
_____	_____
	Geoffrey Thomas, City Mayor

{JZL878879.DOC;7/13011.900000/ }

By:_____

Title:_____

ATTEST/AUTHENTICATED:

_____
City Clerk

{JZL878879.DOC;7/13011.900000/ }

EXHIBIT A

SCOPE OF WORK

The YMCA will provide the PPE measures necessary to protect staff and clients.

The YMCA will provide the access to showers beginning the week of May 4th for a minimum of four hours per event for a week for six consecutive weeks.

The YMCA will provide staff or volunteers to run the Showers After Hours events.

The City will reimburse the YMCA for their services from the grant funds from the Community Foundation that are set aside for showers.

The YMCA will provide the City of Monroe with the names of the individuals accessing the showers or a headcount.

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EXHIBIT B

COMPLETION SCHEDULE

To be completed by December 31st 2020

{JZL878879.DOC;7/13011.900000/ }

EXHIBIT C

FEE SCHEDULE

Lump Sum of $4,000 to be used for providing showers to people experiencing homelessness and poverty during the Covid19 nonessential business shut down.

{JZL878879.DOC;7/13011.900000/ }

EXHIBIT D

SUBCONSULTANT LIST

None

{JZL878879.DOC;7/13011.900000/ }

EXHIBIT E

MONROE CODE OF ETHICS

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

2.52.010 Purpose – Construction.

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

2.52.020 Definitions.

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

A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.

B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC 2.52.040.

C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

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

2.52.040 Board of ethics – Public officials.

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

A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the

confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

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

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

B. Specific Complaint Against a Public Official.

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

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

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

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

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

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

result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

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

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

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

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

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

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

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

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said

determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

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

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

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

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

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

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

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

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining

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agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

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

2.52.050 Miscellaneous provisions.

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

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

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

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

2.52.060 Appeal – Penalties for violation.

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

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 **Housing Assistance**	**WORK DESCRIPTION** 2 Funding for housing assistance.
CONSULTANT 3 **Take the Next Step**	**CONSULTANT CONTACT NAME, AND TELEPHONE NO.** 4 Laron Olsen (360)-794-1022
FEDERAL I.D. NO. 5 20-3291700	**BUDGET OR FUNDING SOURCE** 6 Community Foundation of Snohomish County Grant
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 **Laron Olsen** **202 Sams St** **Monroe WA 98272** **(360)-794-1022**	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8 $1,500
COMPLETION DATE 9 December 31st 2020	10 ☒ Lump Sum ☐ Cost Plus a Fixed Fee ☐ Schedule Rate/Time and Materials ☐ Time and Materials/Not to Exceed

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THIS AGREEMENT is entered into on April 28th, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all

insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

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

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

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

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

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary

proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

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

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

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

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

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

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

CONSULTANT:	CITY OF MONROE:
_____	_____
Laron Olsen, TTNS	Geoffrey Thomas, City Mayor
By:_____	

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Title:_____

ATTEST/AUTHENTICATED:

_____
City Clerk

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EXHIBIT A

SCOPE OF WORK

Provide Housing Assistance during the Covid19 crisis to homeless and low income (less than 60% of AMI) Monroe residents including but not limited to providing first, last and deposit and emergency rental assistance.

The selected agency or agencies will provide temporary rental assistance to eligible households experiencing a housing crisis to allow the family to quickly return to stable housing. The funding is to provide short term assistance to households who can return to self-sufficiency within twelve months.

The agency must select families based on written tenant selection policy and criteria; Property owners must use leases that contain certain provisions to protect tenant's and other participants' rights.

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EXHIBIT B

COMPLETION SCHEDULE

To be completed by December 31st 2020.

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EXHIBIT C

FEE SCHEDULE

Lump Sum of $1,500 to be used for housing assistance.

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EXHIBIT D

SUBCONSULTANT LIST

None

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EXHIBIT E

MONROE CODE OF ETHICS

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

2.52.010 Purpose – Construction.

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

2.52.020 Definitions.

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

A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.

B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC 2.52.040.

C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

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

2.52.040 Board of ethics – Public officials.

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

A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the

confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

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

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

B. Specific Complaint Against a Public Official.

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

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

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

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

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

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

result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

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

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

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

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

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

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

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

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said

determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

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

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

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

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

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

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

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

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining

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agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

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

2.52.050 Miscellaneous provisions.

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

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

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

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

2.52.060 Appeal – Penalties for violation.

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

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MONROE CITY COUNCIL

Agenda Bill No. 20-055

SUBJECT:	***Authorize Mayor to Sign the Consultant Agreement with Kennedy Jenks for the Waste Water Treatment Plant (WWTP) CIP 1 Design***

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/28/2020	Public Works	Brad Feilberg	John Lande	Consent Agenda #7

Discussion: 02/12/2019
Attachments:
1. Consultant Agreement
2. pH Engineering Report

REQUESTED ACTION: *Move to Authorize the Mayor to Sign the Consultant Agreement with Kennedy Jenks for the Wastewater Treatment Plant CIP 1 Design, and expressly authorize minor revisions to the extent deemed necessary or appropriate.*

POLICY CONSIDERATION:
On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

In accordance with Section 4.2 of the Procurement Policies & Procedures, contracts costing $100,000 or more require City Council approval.

- *Necessary – This item is a requirement of NPDES. The time necessary to compete the design requires the consultant to begin May 1. No further delay can occur.*
- *Routine – This process is consistent with the city's Procurement Policy and follows protocol.*

DESCRIPTION/BACKGROUND:
The Monroe Wastewater Treatment Plant (WWTP) 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 10/31/2019. The current permit contains new, more stringent final effluent pH requirements. The current 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 and timeline are as follows:

Submittal	Due Date	Status
Draft pH Engineering Report	12/31/2019	Completed
Design and Specifications	12/31/2020	CA Pending
Declaration of Construction	12/31/2022	Pending
New pH Limits Enforced	01/01/2023	

The Draft pH Engineering Report was submitted to Ecology in December 2019. Kennedy Jenks Consultants are currently working on the WWTP Engineering Report. They have developed the methods and systems to address the pH treatment methods and identified this project as CIP 1.

A project specific Request for Proposals was issued on 02/28/2020. Kennedy Jenks Consultants submitted and were selected to create the design and specifications to WWTP CIP 1.

The modifications to be designed include:

- 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

A scope of work and fee was negotiated that fits the city's needs and budget.

FISCAL IMPACTS:

The 6 year Sewer CIP Plan has a budget of $200,000 for CIP 1 Design for the year 2020. Kennedy Jenks has a fee of $199,886 to complete the design and specifications as required. There is adequate funding for this project.

TIME CONSTRAINTS:

The timeline necessary to complete the design requires the consultants to receive a notice to proceed May 1.

- *Necessary – This item is a requirement of NPDES. The time necessary to compete the design requires the consultant to begin May 1. No further delay can occur.*

- *Routine – This process is consistent with the city's Procurement Policy and follows protocol.*

ALTERNATIVES:

1. None.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 WWTP CIP 1 Design	**WORK DESCRIPTION** 2 Prepare plans and specifications according to the requirements of WAC 173-240-070 for any facility improvements needed to meet final effluent limits for pH.
CONSULTANT 3 Kennedy Jenks 32001 32nd Avenue S, Suite 100 Federal Way, WA 98001	**CONSULTANT CONTACT NAME, AND TELEPHONE NO.** 4 Christopher Stoll 206-753-3412 chrisstoll@kennedyjenks.com
FEDERAL I.D. NO. 5 94-2147007	**BUDGET OR FUNDING SOURCE** 6 422-000-120-594-35-65-00
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 John Lande Water/Wastewater Manager City of Monroe 806 W Main St Monroe, WA 98272 jlande@monroewa.gov	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8 $199,886.00 ** City of Monroe Business License required to receive Notice to Proceed **
COMPLETION DATE 9 December 31, 2022	10 ☐ Lump Sum ☐ Cost Plus a Fixed Fee ☐ Schedule Rate/Time and Materials ☒ Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on _____, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

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

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

revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

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

Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

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

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

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

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

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

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

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the

CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

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

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

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

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

CONSULTANT: KENNEDY JENKS

By: Ronald Walz

Title: Principal

CITY OF MONROE:

Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

Rabecca R. Hasart, Interim City Clerk

EXHIBIT A

SCOPE OF WORK

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 1), 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.

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
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 pH and Filament Control Engineering Report 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.

Modifications and omissions from the improvements as originally detailed in the pH and Filament Control Engineering Report are as follows:

- Mixed Liquor Return Optimization (modified): Instead of installing a flow meter, 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.
- Surface Wasting (omitted): The improvements for surface wasting will be deferred to a future project.

This scope of services will develop a design (plans and specifications) for these proposed improvements for submission to the Washington State Department of Ecology (Ecology) for review, comment and approval. The following scope of work details the following tasks for the work to be performed:

- Task 1 – Develop Plans and Specifications
- Task 2 – Project Meetings
- Task 3 – Project Management and Quality Assurance/Quality Control

Task 1 – Develop Plans and Specifications

CONSULTANT will work with the City to develop and submit plans and specifications meeting the Ecology deadline of December 31, 2020.

CONSULTANT Services:

- Preliminary Design
    - Prepare preliminary design calculations for the appropriate design disciplines and improvement elements including hydraulics, civil, structural, mechanical, and electrical. Also prepare instrumentation control strategies.
    - Prepare preliminary design drawings including preliminary general drawings, site plans, mechanical drawings and process and instrumentation diagrams (P&IDs).
    - Prepare initial specifications set consisting of the initial front-end documents, technical specifications for major equipment, and draft control strategies.
    - Prepare preliminary opinion of probable construction cost.

- Detailed Design for City and Ecology Review/Approval
    - Complete preparation and quality reviews of design calculations for the appropriate design disciplines and improvement elements including hydraulics, civil, structural, mechanical and electrical, as well as review of the instrumentation control strategies.
    - Complete design drawings including general drawings, site plans, structural, mechanical, electrical and P&IDs.
    - Complete all specifications consisting of final front-end documents and technical discipline specifications including all necessary equipment (e.g., mechanical, electrical and instrumentation) and materials specifications.
    - Complete opinion of probable construction cost and finalize the construction sequence.

- Final Design for Bid

    - Incorporate Ecology and City comments on the Detailed Design submittal.
    - Complete and issue signed bid documents to the City for bidding.

City Responsibilities:

- The City may be asked to provide additional information to supplement record drawings that plant staff should be able to provide.
- The City may be asked to perform minor potholing within the plant site to identify the location of underground facilities in locations where tight construction space is a concern.
- Participate in discussion(s) with CONSULTANT as design progresses.
- Inform CONSULTANT if any goals change during the project in ways that could impact the scope, deliverables, schedule, and/or budget.

Assumptions:

- No field work such as survey or geotechnical investigations are required.
- Kennedy Jenks standard drawing and specifications templates will be used including the front-end (boiler plate) specifications.
- City staff will provide requested information to the extent that the information is available and accessible. Consultant analyses will be limited to the information available.
- Monroe WWTP record drawing files will be used as the basis for developing the drawings and no survey will be conducted. Where possible, the Consultant will attempt to verify the accuracy of these drawings. For areas of the WWTP where record drawings in Auto CAD are not available, the Consultant will develop drawing backgrounds based on available PDF and hard copy record drawings or utilize photographs where appropriate.
- Where appropriate and as directed by the City, the Consultant will design around equipment makes and models that the City has standardized upon.
- Building modifications may be needed for the addition of sodium hydroxide storage. Building modifications will be kept to a minimum but will be in coordination with the Fire Marshall. No new buildings or modifications to buildings will be included in the design for the other elements of the project.
- The project will be bid only once.
- New control panels and PLCs will not be required for the proposed improvements at the WWTP, though a new remote I/O panel may be utilized with the new chemical systems to collect I/O. This will avoid having to make hardware modifications to older control panels and simplify signal and communications conduit and wiring. The Consultant will select control associated hardware in compliance with the City's standards.
- New motor control centers and panel boards will not be required for the proposed improvements at the WWTP and the existing MCCs and panel boards at the WWTP have enough space/capacity to accommodate these improvements.
- Permitting support or other work not specifically outlined in this scope of work is not included in this contract but may be added by amendment.

Deliverables:

- Preliminary design documents (work in progress) for workshop.
- Detailed design set will be submitted via PDF.

- Final design bid set will be submitted in both electronic PDF and hardcopy (Full Size)

Task 2 – Project Meetings

CONSULTANT will prepare agendas, document meeting notes, maintain a design decision log, and attend the following planned meetings during the project design phase.

CONSULTANT Services:

- Kickoff meeting and site walk.
- Preliminary design workshop with the City with follow-on site review (if necessary).
- Detailed design review meeting with the City and Ecology with follow-on site review (if necessary).
- Project status meetings to occur every other week.

City Responsibilities:

- Provide meeting space when needed.
- Review and comment on meeting agendas and meeting notes.
- Participate in site walk and site reviews, as necessary.

Assumptions:

- Kick-off meeting will include a site walk and discussion estimated to last 3 hours with up to 5 consultants attending. Three (3) hours of preparation, follow-up and travel time is assumed for each consultant.
- Meeting with Ecology will be set-up by CONSULTANT with up to 5 consultants present and will last for 3 hours with 3 hours of travel and preparation time.
- Project status phone calls will be hosted by CONSULTANT. Phone calls will be held no more than twice per month and will last 1 hour with 2 consultants present with 1 hour of preparation and follow-up per consultant.
- A design decision log will be maintained to track major design decisions that emerge from meetings/calls.

Deliverables:

- Meeting agendas and notes in electronic PDF format.
- Design decision log.

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
- Schedule Confirmation and Schedule Tracking
- 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 each major deliverable 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 isn't going to the City's satisfaction.

Assumptions:

- Project duration is assumed to be 9 months.
- Invoices will be sent monthly.
- Project schedule will be updated twice through the course of the project.

Deliverables:

- Project schedule (electronic copy to the City)
- Invoices and status letters

Additional Tasks to be added by Amendment – Bid Period and Construction Services

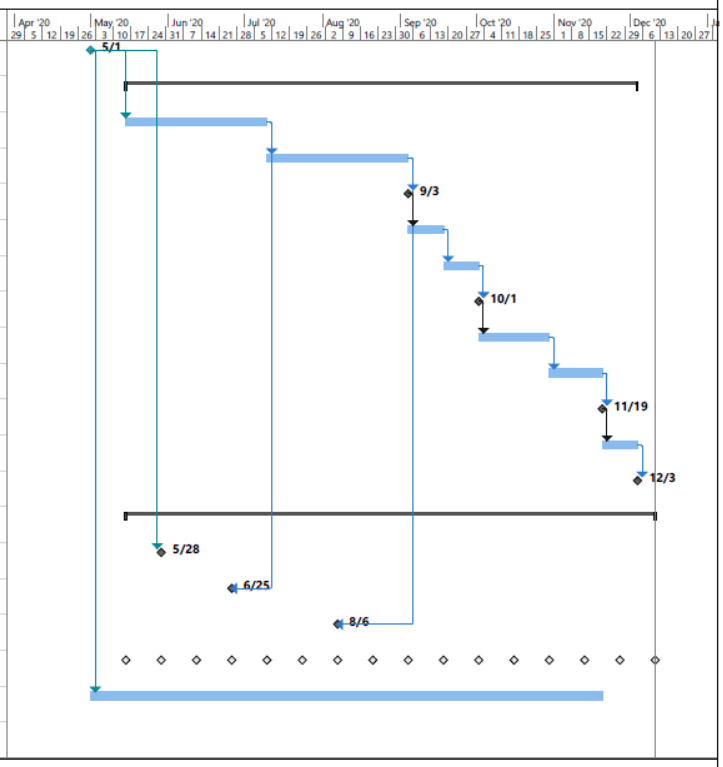
CONSULTANT will provide additional services as agreed upon by the City by amendment which will outline the additional scope, schedule and budget for those services.

EXHIBIT B

COMPLETION SCHEDULE

Exhibit B: Completion Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1		Notice to Proceed	0 days	Fri 5/1/20	Fri 5/1/20
2		**Task 1 - Develop Plans and Specifications**	**145 days**	**Fri 5/15/20**	**Thu 12/3/20**
3		Preliminary Design	40 days	Fri 5/15/20	Thu 7/9/20
4		Detailed Design	40 days	Fri 7/10/20	Thu 9/3/20
5		Submit to City	0 days	Thu 9/3/20	Thu 9/3/20
6		City Review	10 days	Fri 9/4/20	Thu 9/17/20
7		Incorporate City Comments	10 days	Fri 9/18/20	Thu 10/1/20
8		Submit to Ecology	0 days	Thu 10/1/20	Thu 10/1/20
9		Ecology Review	20 days	Fri 10/2/20	Thu 10/29/20
10		Final Design/Bid Documents	15 days	Fri 10/30/20	Thu 11/19/20
11		Submit to City	0 days	Thu 11/19/2(	Thu 11/19/20
12		Incorporate City Comments	10 days	Fri 11/20/20	Thu 12/3/20
13		Submit Final Bid Documents	0 days	Thu 12/3/20	Thu 12/3/20
14		**Task 2 - Project Meetings**	**150 days**	**Thu 5/14/20**	**Thu 12/10/20**
15		Kickoff	0 days	Thu 5/28/20	Thu 5/28/20
16		Preliminary Design Review	0 days	Thu 6/25/20	Thu 6/25/20
17		Detailed Design Review	0 days	Thu 8/6/20	Thu 8/6/20
18		Bi-Weekly Meetings	**150 days**	**Thu 5/14/20**	**Thu 12/10/20**
35		**Task 3 - Project Management and QA/QC**	145 days	Fri 5/1/20	Thu 11/19/20
36		**Bid Period and Construction Services (Added by Amendm**	1 day?	Thu 3/5/20	Thu 3/5/20



Project: ProjectCIP1 pH Control
Date: Tues 3/31/20

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

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EXHIBIT C

FEE SCHEDULE

Task 1 - Develop Plans and Specifications	$149,001.00
Task 2 - Project Meetings	$21,811.00
Task 3 - Project Management and QA/QC	$29,075.00
Task 4 - Management Reserve Fund	$ -
TOTAL	**$199,886.00**

Compensation will follow the Schedule of Charges below:

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist Specialist 1	$133.90
Engineer-Scientist Specialist 2	$144.20
Engineer-Scientist Specialist 3	$154.50
Engineer-Scientist Specialist 4	$164.80
Engineer-Scientist Specialist 5	$180.25
Engineer-Scientist Specialist 6	$195.70
Engineer-Scientist Specialist 7	$206.00
Engineer-Scientist Specialist 8	$221.45
Engineer-Scientist Specialist 9	$236.90
CAD-Technician	$103.00
Senior CAD-Technician	$123.60
CAD-Designer	$139.05
Senior CAD-Designer	$154.50
Project Administrator	$123.60
Administrative Assistant	$92.70
Aide	$77.25

In addition to the above Hourly Rates, an Associated Project Cost charge of $5.00 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus five percent for items such as:

a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors, and other outside services.
c. Rented vehicles, local public transportation and taxis, travel and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided from the effective date of the agreement through December 31, 2020. The Schedule of Charges may be adjusted annually by three percent to reflect salary and benefit cost changes.

EXHIBIT D

SUBCONSULTANT LIST

BHC Consultants, LLC
Tom Giese
950 Pacific Avenue, Suite 905
Tacoma, WA 98402
253-344-5084

EXHIBIT E

MONROE CODE OF ETHICS

Chapter 2.52
CODE OF ETHICS

Sections:

2.52.010 Purpose – Construction.
2.52.020 *Repealed.*
2.52.030 Award of contracts prohibited.
2.52.040 *Repealed.*
2.52.050 *Repealed.*
2.52.060 *Repealed.*

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, and Chapter 4.30, Ethics Board, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter.

2.52.020 *Repealed.*

2.52.030 Award of contracts prohibited.

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

2.52.040 *Repealed.*

2.52.050 *Repealed.*

2.52.060 *Repealed.*

EXHIBIT F

TITLE VI

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. Compliance With Regulations – The consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination – The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment – In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports – The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance – In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the consultant under the contract until the consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions – The consultant shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the consultant may request the USDOT enter into such litigation to protect the interests of the United States.

Kennedy Jenks

1191 2nd Avenue, Suite 630
Seattle, WA 98101
206-753-3400

Engineering Report
City of Monroe
Wastewater Treatment Plant
pH and Filament Control
FINAL

March 2020

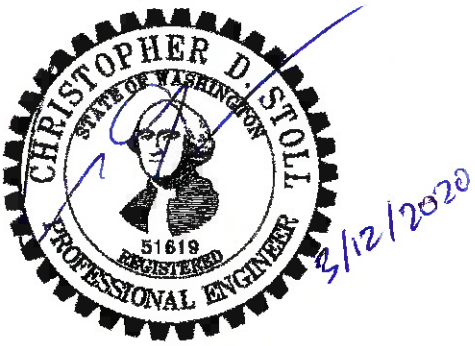
Prepared for

City of Monroe
John Lande, Manager
806 West Main Street
Monroe, WA 98272

KJ Project No. 1997002*00

Engineering Report
City of Monroe
Wastewater Treatment Plant
pH and Filament Control
FINAL

March 2020



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206-505-3400

KJ Job No. 1997002*00

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Acknowledgments

We would like to acknowledge the contributions from various collaborating parties in the development and review of this Report as follows:

City of Monroe	Brad Feilberg John Lande Donovan Sheppard
Department of Ecology	Lazaro Eleuterio Amber Corfman
Wastewater Solutions Incorporated	Brad Musick

https://kiewit.sharepoint.com/sites/cityofmonroe-wwtpengreport/shared documents/task 8 - engineering report/2019 engineering report_short version_cip1 only/final_city of monroe wwtp engineering report pH and filament control.docx

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List of Acronyms and Abbreviations

%	percent
°C	degrees Celsius
ºF	degrees Fahrenheit
AA	average annual
AACE	Association for the Advancement of Cost Engineering
AAF	average annual flow
AOTE	actual oxygen transfer efficiency
AVG	average
BHC	BHC Consultants, LLC
BOD	biochemical oxygen demand
BOD/TSS	biochemical oxygen demand/total suspended solids
BOD_5	5-day biochemical oxygen demand
$CaCO_3$	calcium carbonate
$cBOD_5$	5-day carbonaceous biochemical oxygen demand
City	City of Monroe
cfm	cubic feet per minute
cfu	coliform forming unit
CWA	Clean Water Act
DO	dissolved oxygen
DOC	Department of Corrections
Ecology	Washington State Department of Ecology
EPA	Environmental Protection Agency (also referred to as “United States Environmental Protection Agency”)
F/M	food-to-microorganism ratio
FEMA	Flood and Emergency Management Agency
FIRM	Flood Insurance Rate Map
ft	feet
ft^2	square foot (square feet)
gpcd	gallons per capita per day
gpd	gallons per day
gph	gallons per hour
gpm	gallons per minute
GMA	Growth Management Act
HDPE	high-density polyethylene
I/I	infiltration and inflow
Kennedy Jenks	Kennedy/Jenks Consultants, Inc.
lb	pound
MDF	maximum day flow
mg	milligram(s)
mg/L	milligrams per liter
mg-N/L	milligrams per liter as nitrogen
MGD	million gallon(s) per day
Mg(OH)2	magnesium hydroxide

mJ/cm^2	millijoules per centimeter squared
ml	milliliter(s)
MLE	Modified Ludzack-Ettinger
MLR	mixed liquor recycle
MLSS	mixed liquor suspended solids
MLVSS	Mixed Liquor Volatile Suspended Solids
mm	millimeter
MM	maximum month
MMF	maximum month flow
MP	*Microthrix parvicella*
NaOCl	sodium hypochlorite
NaOH	sodium hydroxide
NEPA	National Environmental Policy Act
NPDES	National Pollutant Discharge Elimination System
NPV	net present value
O&M	operations and maintenance
OPCC	Opinion of Probable Construction Costs
Orange Book	*Criteria for Sewage Works Design* published by the Washington State Department of Ecology
pH	potential hydrogen (also referred to as “power of hydrogen”)
PHF	peak hour flow
ppcd	pounds per capita per day
psi	pounds per square inch
RAS	return activated sludge
RBC	rotating biological contactor
RCW	Revised Code of Washington
SBC	submerged biological contactor
scfm	standard cubic feet per minute
SEPA	State Environmental Policy Act
SERP	State Environmental Review Process
SFHA	Special Flood Hazard Area
SIU	Significant Industrial User
SOTEs	standard oxygen transfer efficiencies
SRT	solids retention time
TIN	total inorganic nitrogen
TKN	total Kjeldahl nitrogen
TMDL	total maximum daily load
TSS	total suspended solids
UV	ultraviolet
VAR	vector attraction reduction
VSS	volatile suspended solids
WA	Washington
WAC	Washington Administrative Code
WAS	waste activated sludge
WSI	Wastewater Solutions Incorporated
WWTP	wastewater treatment plant

Executive Summary

The City of Monroe (City) owns, operates, and maintains the Monroe Wastewater Treatment Plant (WWTP) located at 522 South Sams Street in Monroe. The Monroe WWTP is permitted to discharge to the Skykomish River in accordance with the facility's National Pollutant Discharge Elimination System (NPDES) permit number WA0020486.

This NPDES permit went into effect on December 1, 2018 and includes an interim effluent pH limit range from 6.0 to 9.0 standard units. A stricter final effluent pH limit range of 6.7 to 9.0 standard units will go into effect on January 1, 2023. The NPDES permit compliance schedule outlines the submission of an Engineering Report, plans and specifications, and completion of construction and installation of the facilities to maintain compliance of the new final effluent limits for pH as summarized in Table ES-1.

Table ES-1: pH-specific Requirements per 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**
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**
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**

The City selected the Consultant team (Team) led by Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) in association with BHC Consultants, LLC (BHC) to prepare this 2019 Engineering Report in accordance with WAC-173-240-060 for facility improvements necessary to meet the final effluent limits for pH. This Report is prepared to fulfill the Engineering Report requirement by the Washington State's Department of Ecology (Ecology) as part of the facility's NPDES permit.

To address the more stringent pH requirements and identify recommendations for pH control, the Team conducted spreadsheet analyses, a process audit including a facility walkthrough, and alternatives evaluations in coordination with the City's personnel. The Team identified low influent alkalinity as a primary challenge for the WWTP, which directly impacts pH. The Team recommended a two-prong approach to pH control: 1) optimization of biological performance to maximize alkalinity recovery within the treatment process through denitrification; and 2) optimization of the use of chemicals to supplement influent alkalinity and control effluent pH. Additionally, optimizing filament control will improve the overall biological performance which in turn will improve biological alkalinity recovery and pH control. In summary, the Team identified

four opportunities to address pH control directly and two opportunities to provide filament control and address pH control indirectly.

The six project elements recommended by the Team for addressing pH and filament control at the WWTP are summarized in Table ES-2. The estimated total project cost for addressing pH and filament control is $1,760,000 (2020 dollars), while the additional annual O&M costs for fully addressing pH and filament control are $14,490 per year. The project cost reflects a Class 4 opinion of probable cost (applicable for 1% to 15% design) as defined by the Association for the Advancement of Cost Engineering (AACE) and has an expected accuracy range of -20% to +30%.

The estimated life cycle cost for this project is $2,050,000 based on 2020 dollars.

Table ES-2: Project and Operations and Maintenance Costs for Six Project Elements Addressing pH and Filament Controls

Project Element	Project Cost (2020 Dollars)	Additional Operations and Maintenance Cost ($/yr, 2020 Dollars)
Mixed Liquor Return Optimization	$320,000	$990
Baffling of Aeration Basins	$350,000	$660
Upgraded Mg(OH)2 Feed System	$270,000	$0
Secondary Effluent NaOH Feed System	$270,000	$3,730
Permanent RAS Chlorination	$140,000	$8,450
Surface Wasting System	$410,000	$660

To ensure compliance with the NPDES permit, the implementation schedule for this project is anticipated to proceed as follows:

- Q4 2019: Submission of draft Engineering Report to Ecology
- Q4 2020: Submission of Plans and Specifications to Ecology
- Q1 2021-Q4 2022: Preparation of bid documents, bidding process, selection of Contractor and construction
- Q4 2022: Completion of construction and installation of facilities and equipment necessary to maintain compliance with final effluent limits for pH. Submission to Ecology of a Declaration of Construction of Water Pollution Control.

Section 1: Introduction

1.1 Report Purpose

The City of Monroe (City) owns, operates, and maintains the Monroe Wastewater Treatment Plant (WWTP) located at 522 South Sams Street in Monroe. The Monroe WWTP is permitted to discharge to the Skykomish River in accordance with the facility's National Pollutant Discharge Elimination System (NPDES) permit number WA0020486.

This NPDES permit went into effect on December 1, 2018 and includes an interim effluent pH limit range from 6.0 to 9.0 standard units. A stricter final effluent pH limit range of 6.7 to 9.0 standard units will go into effect on January 1, 2023. The NPDES permit compliance schedule outlines the submission of an Engineering Report, plans and specifications, and completion of construction and installation of the facilities to maintain compliance of the new final effluent limits for pH as summarized in Table 1-1.

Table 1-1: pH-specific Requirements per 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**
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**
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**

The City selected the Consultant team (Team) led by Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) in association with BHC Consultants, LLC (BHC) to prepare this 2019 Engineering Report in accordance with Washington Administrative Code (WAC) 173-240-060 for facility improvements necessary to meet the final effluent limits for pH. This Report is prepared to fulfill the Engineering Report requirement by the Washington State's Department of Ecology (Ecology) as part of the facility's NPDES permit. It follows WAC 173-240-060 for facility improvements, primarily focused on those necessary to meet the revised final effluent limits for pH included in the updated permit (WA0020486). The WAC requirements for wastewater facilities plans (also referred to as Engineering Reports) are outlined in Section 1.5 below.

The draft Report was submitted in December 2019 to Ecology for review, comment, and approval to meet the timeline detailed in the "Summary of Permit Report Submittals" within NPDES WA0020486. This Report is the final version which addresses the feedback provided by Ecology on 17 January 2020.

1.2 Background

The City's current Sanitary Sewer System Plan was updated in 2015 as part of the Utility Systems Plan (2015 Utility Plan) (BHC 2015). This Plan provides the public and regulatory agencies with information on the City's plans for sewer system extensions to areas designated as urban under the Growth Management Act. According to the 2015 Utility Plan, several necessary improvements were identified at the WWTP to meet process capacities, equipment obsolescence, and efficiency needs. All the physical improvements for the Plant recommended in the 2015 to 2021 Capital Plan have been completed.

The 2015 to 2021 Capital Plan also identified a need for a detailed WWTP Engineering Report (Report), a WWTP Rerating Study (Capacity Analysis), a Mixing Zone Analysis, and a Biosolids Management Study.

1.3 City of Monroe Service Area and Wastewater Treatment Plant Overview

The City is in western Snohomish County on the Skykomish River as illustrated on Figure 1-1. Founded in 1864, and incorporated in 1902, the City has grown to a population of 17,304 as of the 2010 Census and is estimated at 19,363 as of 2018. The current wastewater system service area encompasses 5,191 acres, which includes the Southwest Study Area identified in the 2015 Utility Plan. The collections system consists of 42.3 miles of gravity sewers, 6.2 miles of force mains, and 10 lift stations.

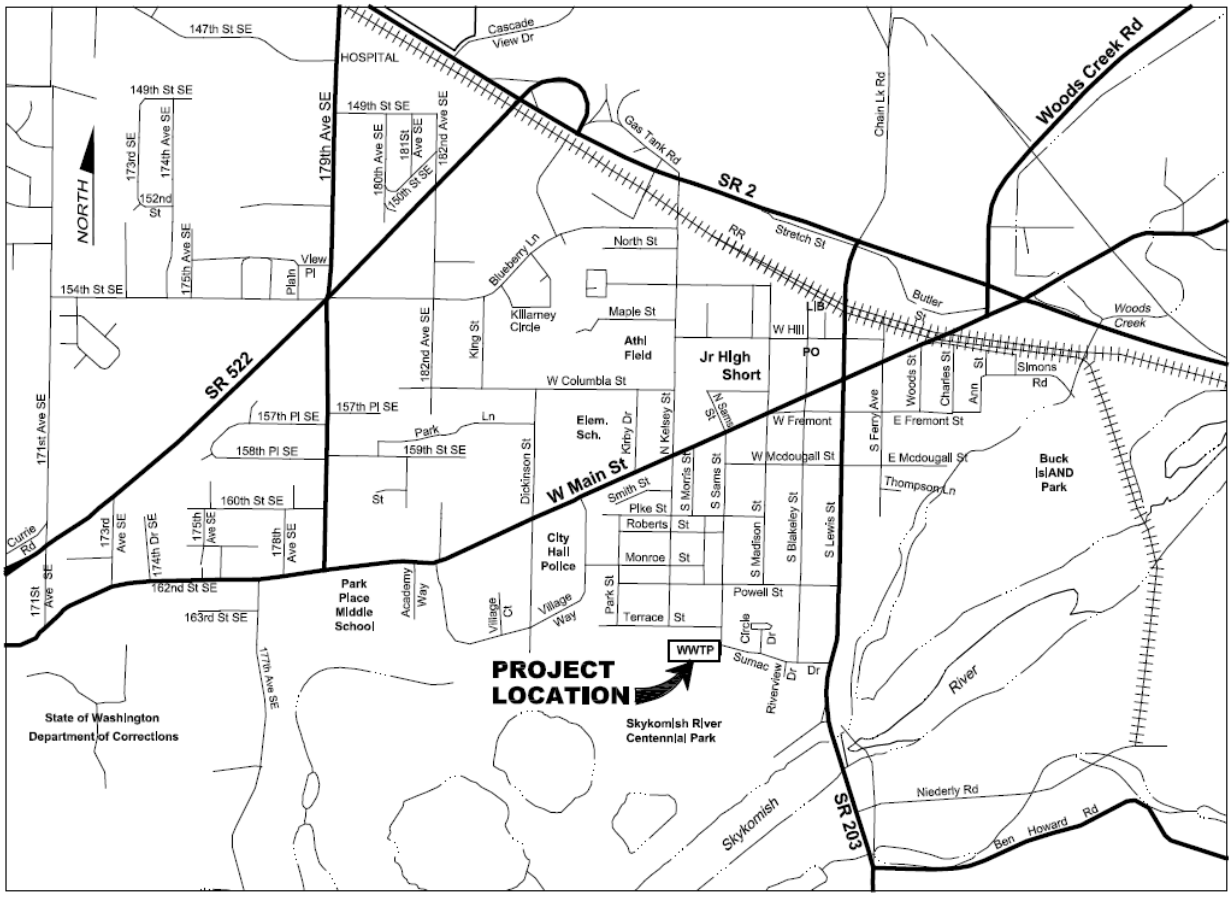
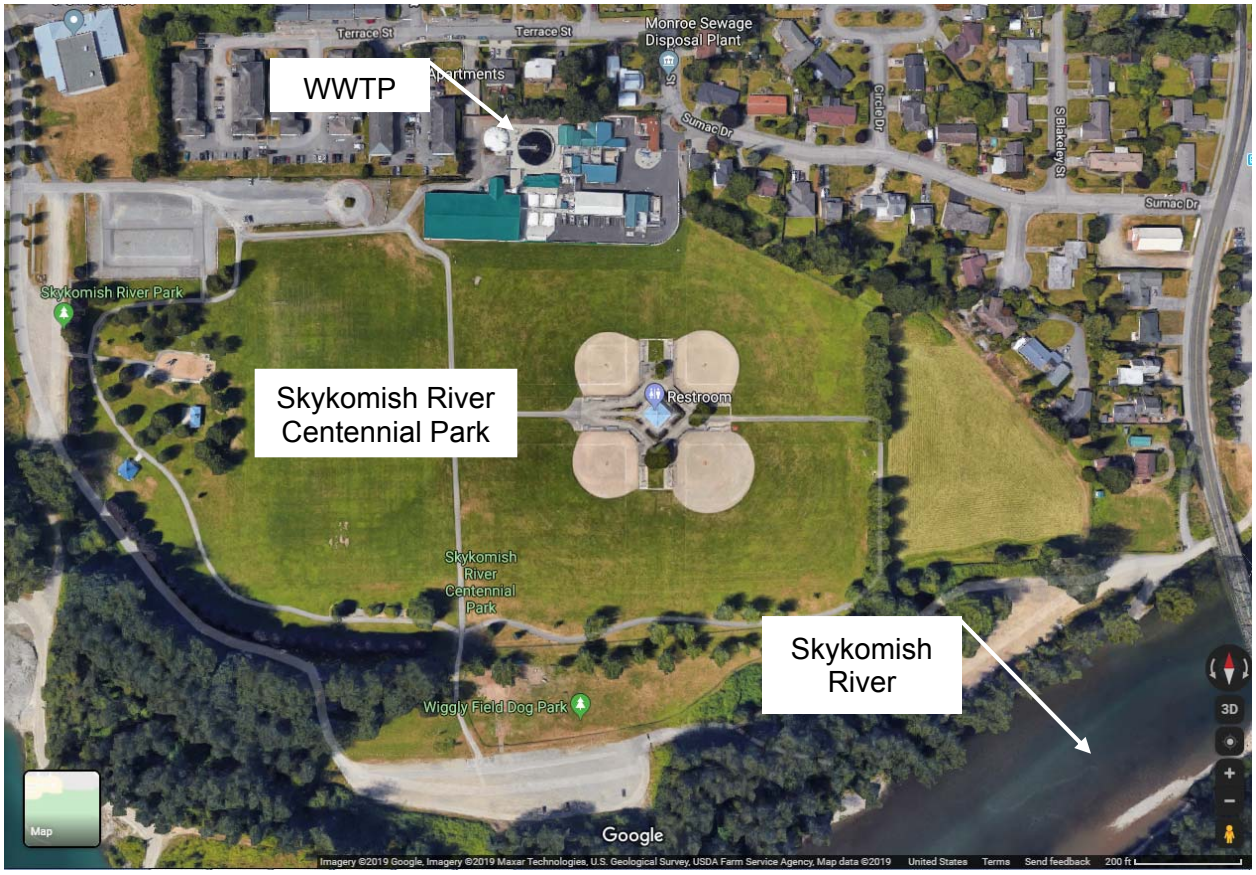


Figure 1-1: Project Location

The City owns, operates, and maintains a secondary WWTP implementing a Modified Ludzack-Ettinger (MLE) process, which is located immediately north of the Skykomish Centennial Park (Figure 1-2). The WWTP has a design capacity of 2.84 million gallons per day (MGD) based on the design Maximum Month Flow (MMF). Further details regarding the extent of the service area tributary to the WWTP are included within the 2015 Utility Plan (Refer to Figure SS 4.1 Existing Sewer System).



(Source: Google Maps)

Figure 1-2: Aerial View of the City of Monroe's WWTP in relation to the Skykomish River Centennial Park and Skykomish River

The WWTP liquid stream consists of a headworks structure with two mechanical fine screens, an influent lift station, and a mechanical vortex type grit removal system that provides preliminary treatment. The screened and de-gritted influent flows by gravity through two rectangular primary clarifiers, three aeration basins with anoxic and aerobic zones, two circular secondary clarifiers, ultraviolet light (UV) disinfection, and an effluent pump station. The disinfected WWTP effluent is discharged to the Skykomish River (Figure 1-2) via a 30-inch diameter final effluent pipe and four 12-inch diameter outfall diffusers.

Solids stream treatment consist of three aerobic digesters in series, sludge transfer pumps, and a belt press for dewatering. The dewatered sludge is hauled by trucks to the former compost facility site at the Monroe Correctional Complex where it is stored for a period and then reloaded onto larger trailers for delivery to a Beneficial Use Facility by a contract hauler. The sludge cake is incorporated into the soil (beneath the surface) in order to meet the vector attraction reduction requirement.

1.4 Establishment of City's Goals

During a workshop held on 12 March 2019 with the Team and the City, the following goals emerged as priorities for the City as they relate to the pH requirements:

- A successful project is defined as one that provides a roadmap to efficient, achievable, reliable, and sustainable compliance.
- The project must ensure that the current processes meet the new pH limit established by the City's new NPDES permit and address operational goals.
- Coordination with Ecology will be important for the project: 1) to ensure the Engineering Report addresses Ecology's requirements; and 2) to remain abreast of the direction of any potential changes to nutrient source reduction requirements into Puget Sound.

1.5 Regulatory and Treatment Requirements

The following sections provide details regarding Washington State's regulatory requirements as they pertain to this Report and the WWTP.

1.5.1 Washington State Regulatory Requirements

The Report must comply with the following requirements: WAC 173-240-060; Revised Code of Washington (RCW) 36.70A, which details the Growth Management Act; and RCW 82.02.

1.5.1.1 Washington State Administrative Code Requirements

Table 1-2 below details the requirements of WAC 173-240-060 as they pertain to the content of this Report.

Table 1-2: Requirements for an Engineering Report per WAC 173-240-060

Text from WAC 173-240-060	Location in Report
The engineering report shall include the following information, together with any other relevant data as requested by Ecology:	
(a) The name, address, and telephone number of the owner of the proposed facilities, and their authorized representative.	• Cover Sheet
(b) A project description including a location map and a map of the present and proposed service area.	• Section 1.3 • Figure 1-1 • 2015 Utility Plan (Figure SS 4.1)
(c) A statement of the present and expected future quantity and quality of wastewater, including any industrial wastes which may be present or expected in the sewer system.	• Section 2.3 • Section 2.4 • Section 2.5
(d) The degree of treatment required based upon applicable permits and regulations, the receiving water, the amount and strength of wastewater to be treated, and other influencing factors.	• Section 1.5

Table 1-2: Requirements for an Engineering Report per WAC 173-240-060 (cont.)

Text from WAC 173-240-060	Location in Report
(e) A description of the receiving water, applicable water quality standards, and how water quality standards will be met at the boundary of any applicable dilution zone. (173-201A-10Q WAC).	• Section 1.5 • Section 3
(f) The type of treatment process proposed, based upon the character of the wastewater to be handled, the method of disposal, the degree of treatment required, and a discussion of the alternatives evaluated and the reasons they are unacceptable.	• Section 4
(g) The basic design data and sizing calculations of each unit of the treatment works. Expected efficiencies of each unit, the entire plant, and character of effluent anticipated.	• Section 3.3
(h) Discussion of the various sites available and the advantages and disadvantages of the site(s) recommended. The proximity of residences or developed areas to any treatment works. The relationship of a 25-year and 100-year flood to the treatment plant site and the various plant units.	• Section 3.2 • Section 5.1
(i) A flow diagram showing general layout of the various units, the location of the effluent discharge, and a hydraulic profile of the system that is the subject of the engineering report and any hydraulically related portions.	• Section 3.2
(j) A discussion of infiltration and inflow problems, overflows and bypasses, and proposed corrections and controls.	• Section 2.5 • 2015 Utility Plan • Appendix B
(k) A discussion of any special provisions for treating industrial wastes, including any pretreatment requirements for significant industrial sources.	• Section 2.5 • 2015 Utility Plan • Appendix C
(l) Detailed outfall analysis or other disposal method selected.	• Section 3.2
(m) A discussion of the method of final sludge disposal and any alternatives considered.	• Section 3.2
(n) Provision for future needs.	• Section 2.1 • Section 2.3 • Section 2.4
(o) Staffing and testing requirements for the facilities.	• Section 5.2 • 2015 Utility Plan
(p) An estimate of the costs and expenses of the proposed facilities and the method of assessing costs and expenses. The total amount shall include both capital costs and also operation and maintenance costs for the life of the project and shall be presented in terms of total annual cost and present worth.	• Section 5.1 • Appendices F
(q) A statement regarding compliance with any applicable state or local water quality management plan or any such plan adopted pursuant to the federal Water Pollution Control Act as amended.	• Section 1.5 • Section 5.2
(r) A statement regarding compliance with SEPA and NEPA, if applicable.	• Section 1.5 • Section 5.2

1.5.1.2 Revised Code of Washington Requirements

The RCW includes guidance and requirements for planning within the City and at the WWTP. Both RCW 36.70 A and RCW 82.02 are pertinent to this Report and the City's implementation of any recommendations within this Report. Additionally, requirements of RCW 90.48 related to water pollution control are captured under WAC 173-240-060 mentioned above.

RCW 36.70A details the role of the Growth Management Act (GMA), which requires comprehensive planning to address population growth in "fast-growing" cities and counties. The City is within Snohomish County, which is one of 18 counties required to incorporate full GMA planning. The GMA includes 14 goals that provide the basis for comprehensive planning. The 14 goals include (refer to RCW 36.70A.020 and RCW 36.70A.480): concentrated urban growth; sprawl reduction; regional transportation; affordable housing; economic development; property rights; permit processing; natural resource industries; open space and recreation; environmental protection; early and continuous public participation; public facilities and services; historic preservation; and shoreline management.

Of additional importance to this Report and the discharge from the WWTP to the Skykomish River, RCW 36.70A.172 highlights the importance of the use of best available science as it pertains to critical areas: "*counties and cities shall include the best available science in developing policies and development regulations to protect the functions and values of critical areas. In addition, counties and cities shall give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries*."

RCW 82.02 includes guidance regarding the authority of the county, city, and/or town in taxation and charges that are or are not permitted under Washington State law. Of additional importance to this Report and the capital improvements proposed within this Report, RCW 82.02.020 states: "*Nothing in this section prohibits counties, cities, or towns from imposing or permits counties, cities, or towns to impose water, sewer, natural gas, drainage utility, and drainage system charges. However, no such charge shall exceed the proportionate share of such utility or system's capital costs which the county, city, or town can demonstrate are attributable to the property being charged*." RCW 82.02.050 also details the use of impact fees and any limitations.

1.5.1.3 State Environmental Policy Act

The State Environmental Policy Act (SEPA) is Washington State's parallel statute to the National Environmental Policy Act (NEPA). Statewide rules for SEPA compliance are issued by Ecology, with individual agencies maintaining a set of procedures to ensure SEPA compliance with their proposed actions.

As a part of this Report, a SEPA checklist was not completed to perform an environmental review to comply with SEPA. The recommendations included in Section 5 are limited to maintenance related activities and minor alternations to improve operations and maintenance of the existing WWTP, and hence, is exempt from SEPA. As identified in WAC 197-11-800 (3), the "*repair, remodeling, maintenance, or minor alteration of existing private or public structures, facilities or equipment, including utilities, recreation, and transportation facilities involving no material expansions or changes in use beyond that previously existing*" are considered exempt.

As a part of SEPA, the State Environmental Review Process (SERP, WAC 173-98-100) is necessary to be eligible for financial assistance from state water quality grants and loans administered by Ecology. SERP was created to ensure that environmentally sound alternatives are selected and comply with NEPA and other environmental laws and regulations. The City has not expressed an interest in pursuing potential state funding for projects recommended in this Report. However, if that should change, SERP requirements will need to be satisfied and this Report may need to be amended to accommodate SERP.

1.5.2 State Implementation of Federal Clean Water Act

In 1972, the federal government passed the Clean Water Act (CWA) with a goal of reducing pollution in the nation's waterways. The following sections detail the role of the State of Washington in the implementation of the CWA.

1.5.2.1 Washington State Surface Water Quality Standards

In the State of Washington, Ecology serves as the local regulatory body to protect the quality of water by implementing the surface water quality standards and setting pollution limits. The standards include: protections for four types of "designated uses" (including aquatic life, recreation, drinking water supply, and miscellaneous uses); water quality criteria; and policies for protection of the waters against future pollution. The surface water quality standards are implemented via WAC 173-201A. Improvements in this Report will be consistent with those required by CWA and overseen by Ecology.

1.5.2.2 Section 402 and NPDES Permit Requirements

Permits to discharge to waterways were made a requirement of the federal CWA under section 402; hence, the NPDES was put in place to limit pollution from point source discharge. Municipal sewage treatment plants were given guidelines based on technology standards to meet certain treatment limits listed in their NPDES permit. The U.S. Environmental Protection Agency (EPA) has delegated the process of issuing NPDES permits to most states, although a handful of states currently do not issue their own permits. In Washington, Ecology administers NPDES discharge permits to WWTPs. Discharge limits under the current NPDES permit (WA0020486) held by the City are summarized in Table 1-3. The interim pH limit is effective through the end of 2022, with the final limit taking effect at the start of 2023. pH controls are a primary focus of this Report. See Appendix A for further information regarding the permit.

Table 1-3: Monroe WWTP NPDES Permit (WA0020486)

Parameter	Effluent Limits	
	Average Monthly	Average Weekly
5-day carbonaceous biochemical oxygen demand ($cBOD_5$)	30 mg/L	45 mg/L
	711 lbs/day	1066 lbs/day
	85% removal of influent BOD_5	

Table 1-3: Monroe WWTP NPDES Permit (WA0020486) (cont.)

Parameter	Effluent Limits	
Total suspended solids (TSS)	Average Monthly	Average Weekly
	30 mg/L	45 mg/L
	711 lbs/day	1,066 lbs/day
	85% removal of influent TSS	
pH	Minimum	Maximum
	6.0 (Interim)	9.0
	6.7 (Final)	9.0
Fecal Coliform	Monthly Geometric Mean	Weekly Geometric Mean
	100 cfu/100 ml	200 cfu/100 ml
	Influent Limits	
Maximum Month Flow	2.84 MGD	
BOD_5 Loading	6,090 lbs/day	
TSS Loading	5,940 lbs/day	

Notes:

mg/L = milligrams per liter
lbs/day = pounds per day
cfu = coliform forming units
ml = milliliter
% = percent

1.5.2.3 Section 303(d) and Receiving Water Summary

Effluent discharged from the WWTP is received into the Skykomish River, which is a tributary of the Snohomish River. The most recent water quality assessment approved by EPA in 2016 does not indicate any Category 5 listings that would require total maximum daily loads (TMDLs) or other water quality improvement projects for the segment of the Skykomish River that receives the WWTP effluent. Within that segment, the 2016 water quality assessment identifies only copper, silver, and lead as Category 2 listings. A Category 2 listing means the river segment shows some evidence of a water quality problem with respect to the parameters identified, but not enough to show persistent impairment. In such instances, Ecology continues to monitor and collect information on these parameters to determine if a consistent impairment develops.

The river segment immediately upstream of the segment receiving the WWTP effluent has Category 5 listings for temperature and dissolved oxygen (DO).

1.5.2.4 Future Regulatory Considerations

While future permit requirements are presently unknown, it is expected that there will eventually be more stringent effluent limits imposed on nitrogen. Ecology is currently working on the Puget Sound Nutrient Source Reduction Project collaboratively with stakeholders. The result of this study will likely culminate in reductions to nutrient loads and concentrations discharged to Puget Sound. Ecology has indicated nutrient reduction will largely be focused on nitrogen. Initial evaluations by Ecology have used total inorganic nitrogen (TIN) limits of 8 milligrams per liter as

nitrogen (mg-N/L) and 3 mg-N/L, suggesting that concentration limits of around 8 mg-N/L might be applied to WWTPs that are smaller and/or in less critical areas and that limits of around 3 mg-N/L might be applied to WWTPs that are larger and/or in more critical areas.

Although the City is not currently included in the preliminary list of WWTPs to be regulated under a proposed general permit, it is possible that they could be added to an initial general permit or during a future renewal and reissuance of a general permit. This Report primarily focuses on addressing pH control; however, the findings included in Section 3 will inform future actions for the City to undertake to address future regulatory requirements.

1.5.3 EPA Reliability Requirements

Ecology has several requirements regarding reliability of wastewater treatment plants that are outlined in the *Criteria for Sewage Works Design* or "Orange Book" (Ecology 2008). Additionally, EPA has provided additional guidelines in the *Design Criteria for Mechanical, Electric, and Fluid System and Component Reliability* (EPA 1974). Table 1-4 summarizes these reliability requirements and guidelines for each component. The Monroe WWTP is permitted with a reliability classification of Class II. Improvements in this Report will be consistent with those required for a Class II facility.

Table 1-4: EPA Class II Reliability Requirements and Design Guidelines

Component	Class II Requirements and Design Guidelines
Reliability classification	Works discharging into navigable waters that would not be permanently or unacceptably damaged by short-term effluent quality degradation but could be damaged by continued (on the order of several days) effluent degradation.
Grit removal	Recommended if sludge is handled.
Mechanically cleaned bar screens	Backup manual screen required.
Pumps	Capacity to handle peak flow with any one pump out of service must be provided.
Primary sedimentation basins	With largest unit out of service, remaining units shall have capacity for at least 50% of the total design flow.
Final sedimentation basins	With largest unit out of service, remaining units shall have capacity for at least 50% of the total design flow; backup not required for chemical sedimentation basins, filters, and activated carbon columns.
Aeration basin	At least two equal volume basins shall be provided.
Aeration blowers or aerators	Sufficient to provide for peak oxygen demands with the largest capacity unit out of service.
Diffusers	Designed so that isolation of the largest section of diffusers does not measurably impair oxygen transfer capability.

Table 1-4: EPA Class II Reliability Requirements and Design Guidelines (cont.)

Component	Class II Requirements and Design Guidelines
Sludge handling	Alternate methods of sludge disposal and/or treatment shall be provided for each sludge treatment unit operation without installed backup capability. No recycles permitted that will compromise liquid treatment.
Sludge holding tanks	May be used to back up downstream tanks.
Sludge pumps	A backup pump shall be provided for each set of pumps that performs the same function. The capacity of the pumps shall be such that with any one pump out of service, the remaining pumps will have capacity to handle the peak flow.
Aerobic sludge digestion	Backup aeration basin not required. At least two blowers shall be provided. Uninstalled backup blower is permissible. Largest section of diffusers can be isolated.
Dewatering	Sufficient number of units to enable the design flow to be dewatered with largest capacity unit out of service or alternate disposal method. The backup unit may be uninstalled.
Electric power source	Two separate and independent sources of electric power shall be provided either from two separate utility substations or from a single substation and a backup generator located at the plant. Power shall be sufficient to operate all vital components, critical lighting and ventilation during peak wastewater flow except that vital components used to support the secondary processes (i.e., aeration basin blowers) need not be operable to full levels of treatment, but shall be sufficient to maintain the biota.
Power distribution	Vital components should be divided between at least two motor control centers. No single fault should result in disruption of electrical service to more than one motor control center.
Instrumentation and control systems	Automatic control systems whose failures could result in a controlled diversion or a violation of the effluent limitations shall be provided with a manual override. Instrumentation whose failure could result in a controlled diversion or a violation of the effluent limitations shall be provided with an installed backup sensor and readout. Alarms shall be provided to monitor the condition of equipment whose failure could result in a controlled diversion or a violation of the effluent limitations. Vital instrumentation and control equipment shall be designed to permit alignment and calibration without requiring a controlled diversion or a violation of the effluent limitations.
Auxiliary systems	If a malfunction of the system can result in controlled diversion or a violation of the effluent limitations and the required function cannot be done by any other means, then the system shall have backup capability.

Section 2: Flows and Loads

Section 2 provides a summary of the historical and projected populations for residential, non-residential, and DOC, as well as historical and projected wastewater flows and loads for the City's sewer service area. The 2015 Plan is referenced throughout this section as it serves as the basis for many of the assumptions made herein.

2.1 Population

The population estimates used in this study are based on those developed in the 2015 Plan. Populations contributing sewage are separated into three groups: residential, non-residential (employment), and Department of Corrections (DOC) inmates. Population estimates and projections were developed for each group for the years 2015, 2021, and 2035 as part of the 2015 Plan. Linear interpolation was used to calculate the populations for in-between years.

Per the 2015 Plan, this study assumes sewered basins begin septic-sewer conversion in 2015, and unsewered basins begin septic sewer conversion in 2025. A 2% growth rate was assumed for both residential and non-residential population growth from 2036-2040. DOC inmate population growth was assumed to linearly increase from 2036 to 2040 at the same rate as for 2015 to 2036 documented in the Plan. The Southwest Study Area referenced in the Plan was assumed to be sewered beginning in 2020.

Table 2-1 summarizes the resulting population numbers used to project wastewater flows and loads. Figure 2-1 graphically illustrates the growth of the three aforementioned populations subsets from 2010 to 2040.

Table 2-1: Sewered Population Forecasts for the City of Monroe and Urban Growth Area

Year	Residential Population[(a)]	Non-Residential Population[(a)]	DOC Inmate Population[(b)]
2010	11,392	7,189	2,536
2015	12,587	7,809	2,500
2020	14,356	8,479	2,585
2026	16,514	9,264	2,686
2040	23,093	11,646	2,923
Build-out	28,573	12,440	3,092

Notes:

(a) Population includes the Southwest Study Area.
(b) The inmate population represents the average daily population.

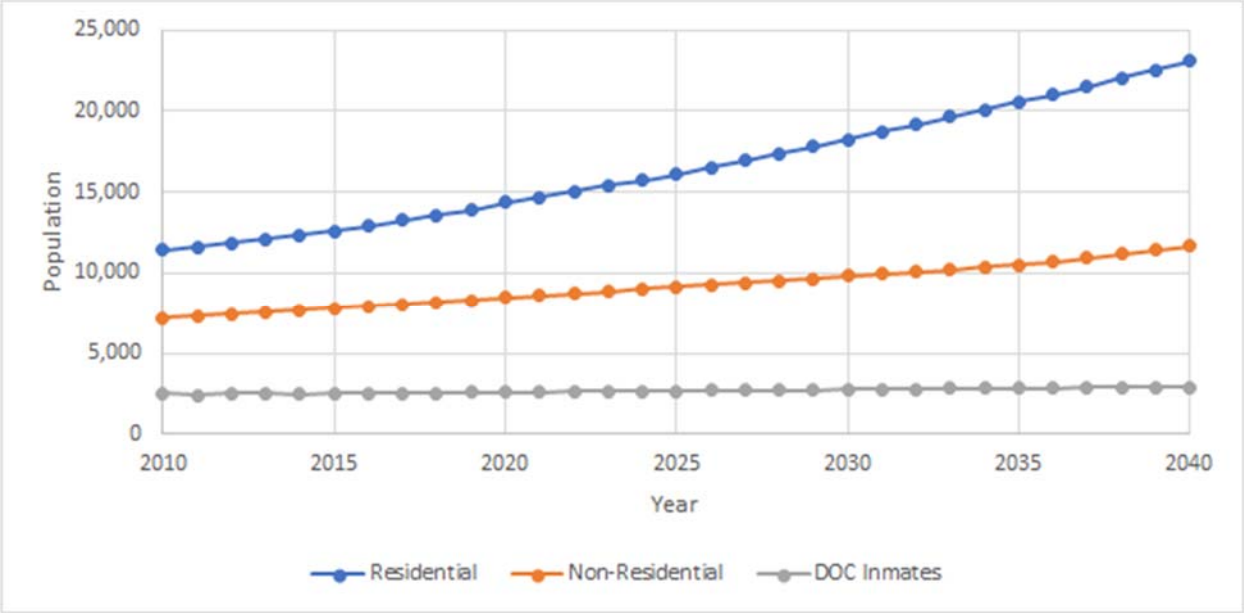


Figure 2-1: Sewered Population Forecast, 2010 through 2040

2.2 Existing Flows

A summary of wastewater flows in MGD for 2011 through 2013 is shown in Table 2-2, which is based on data presented in the 2015 Plan. Because peak hour flow data was not available for 2011 and 2012, the peaking factor for peak hour flow is based on the average peak hour flow for 2013 and 2014 (through 12 November 2014).

Table 2-2: Existing Flows

Year	Average Annual Flow (MGD)	Maximum Month Flow (MGD)	Maximum Day Flow (MGD)	Peak Hour Flow (MGD)
2011	1.50	1.88	2.89	No Data
2012	1.63	2.22	3.64	No Data
2013	1.55	1.94	3.18	6.87
2014	--	--	--	6.68

2.2.1 Diurnal Flows

Hourly flow data were provided for the period beginning on 13 August 2018 and ending on 19 August 2018. These data were averaged for each hour to produce a diurnal curve normalized to the flow rate in MGD, as illustrated on Figure 2-2. A diurnal curve was developed to model performance of the WWTP during diurnal changes in flow and loads to determine whether adequate treatment and capacity are maintained.

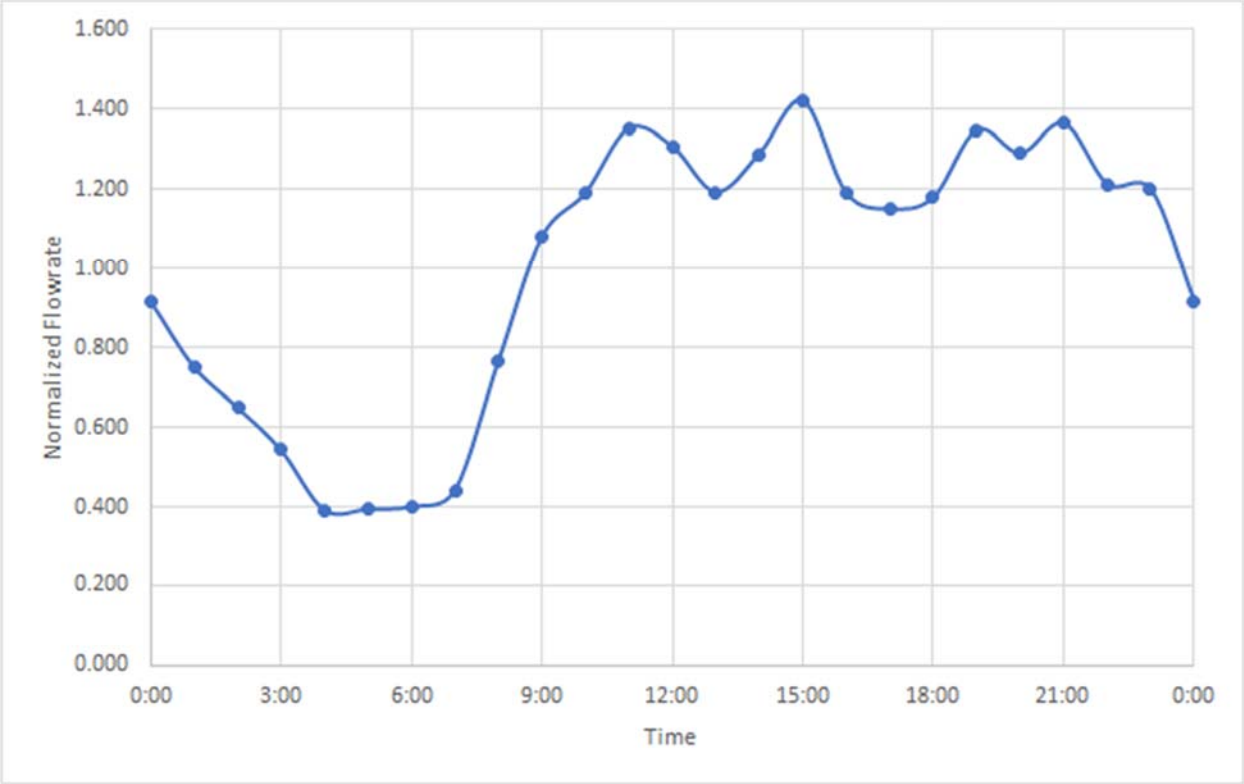


Figure 2-2: Normalized Typical Diurnal Curve (Flow Unitless)

2.3 Projected Flows

The projected flows for the years 2020, 2026, 2040, and build-out include contributions for residential, non-residential, and DOC populations based on per capita flows of 67.4 gallons per capita per day (gpcd), 48.6 gpcd, and 159.4 gpcd, respectively, as established in the 2015 Plan. The residential and non-residential flows include contributions from the Southwest Study Area beginning in 2020. Per-capita flows for each population group were assumed to remain constant throughout the planning period, consistent with the 2015 Plan. As per the 2015 Plan, it was assumed that sewered basins begin septic-sewer conversion in 2015 and that unsewered basins begin the septic-sewer conversion in 2025. A summary of the projected flows is provided in Table 2-3. Projected flows include conditions for average annual flow (AAF), MMF, maximum day flow (MDF), and peak hour flow (PHF). Figure 2-3 graphically illustrates the projected wastewater flow rates between 2010 and 2040. The different flow conditions are defined as follows:

- **Average Annual Flow** – This flow condition is defined as the average of daily flows during the year.
- **Maximum Month Flow** – This flow condition is defined as the highest monthly average flow. This flow condition is of particular interest because the NPDES permit includes a limit for MMF and this flow is typically used as the basis for evaluating capacity of the biological treatment process.

- **Maximum Day Flow** – This flow condition is defined as the maximum day flow in a given year.
- **Peak Hour Flow** – This flow condition is defined as the peak sustained flow rate occurring during a 1-hour period. It is used to size the collection and interceptor sewers, pump stations, flow meters, and WWTP hydraulic processes.

Table 2-3: Projected Wastewater Flow Rates

Year	AAF (MGD)	MMF (MGD)	MDF (MGD)	PHF (MGD)
2020	1.79	2.31	3.71	7.65
2026	1.99	2.57	4.12	8.50
2040	2.59	3.34	5.36	11.0
Buildout	3.02	3.90	6.26	12.9

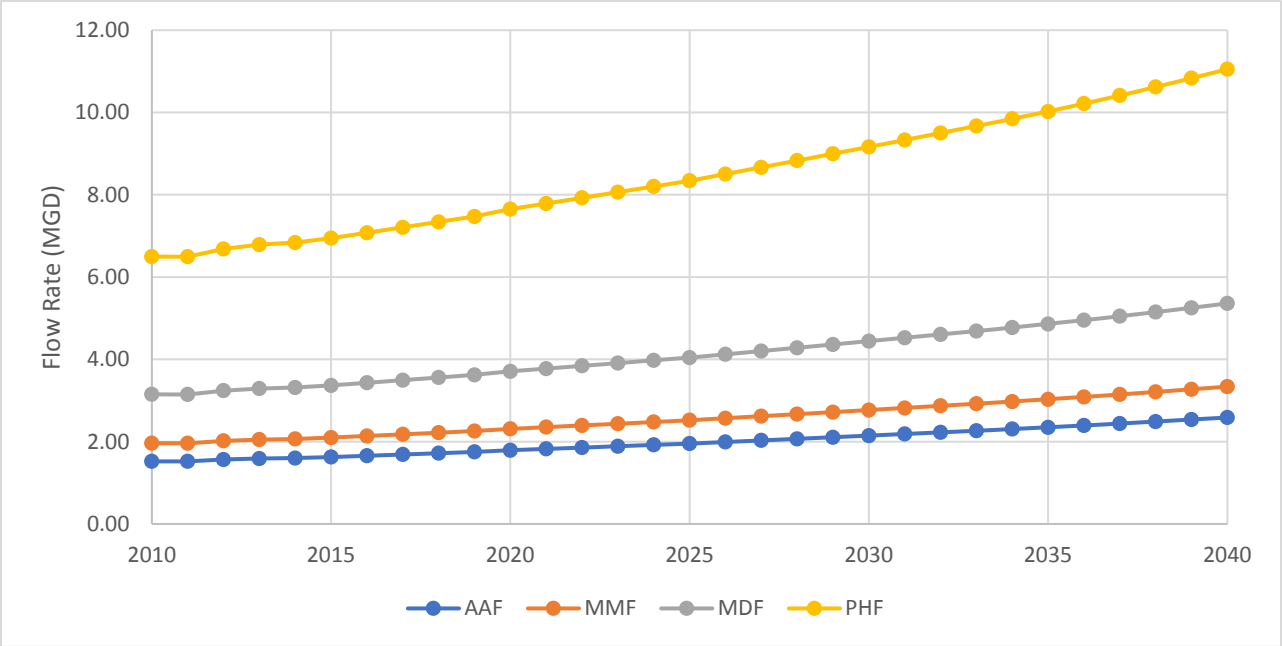


Figure 2-3: Projected Wastewater Flows, 2010 through 2040

2.4 Projected Loads

Consistent with the 2015 Plan, residential and non-residential loading projections assume average annual (AA) biochemical oxygen demand (BOD) loading of 0.166 pounds per capita per day (ppcd), maximum month (MM) BOD loading of 0.203 ppcd, AA TSS loading of 0.167 ppcd, and MM TSS loading of 0.221 ppcd.

DOC inmate loading projections are based on AA BOD loading of 0.366 ppcd, MM BOD of 0.560 ppcd, AA TSS of 0.324 ppcd, and MM of TSS of 0.639, as documented in the 2015 Plan. Assumptions for BOD and TSS removal from DOC pretreatment lagoons are the same as used

in the 2015 Plan, which assumed BOD removal of 83% and TSS removal of 82%. As with the flow projections, the load projections include contributions from the Southwest Study Area beginning in 2020 and assumes that sewered basins begin septic-sewer conversion in 2015 and that unsewered basins begin the septic-sewer conversion in 2025. A summary of the projected wastewater loads is provided in Table 2-4. Figure 2-4 illustrates the increase in loads from 2010 to 2040.

Table 2-4: Projected Wastewater Loads

Year	AA BOD (lbs/day)	MM BOD (lbs/day)	AA TSS (lbs/day)	MM TSS (lbs/day)
2020	3,940	4,890	3,960	5,340
2026	4,440	5,500	4,460	6,000
2040	5,940	7,340	5,970	8,010
Buildout	6,980	8,630	7,030	9,410

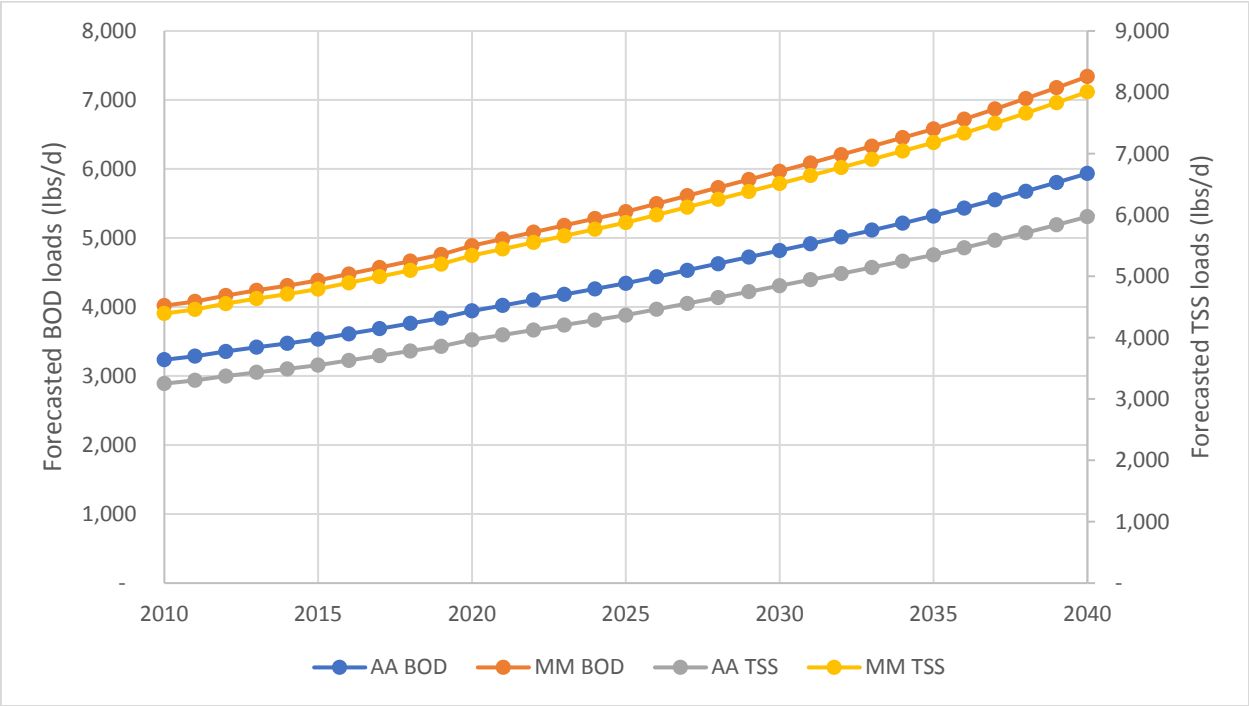


Figure 2-4: Projected Wastewater Loads, 2010 through 2040

2.4.1 DOC Pretreatment Lagoons Removed from Service

While unlikely, it is possible that the DOC could remove its pretreatment lagoons from service within the planning horizon, sending the full BOD and TSS loads to the WWTP. A summary of the projected loads with the pretreatment lagoon removed from service is provided in Table 2-5.

Table 2-5: Forecasted Loads with DOC Pretreatment Lagoon Removed from Service

Year	AA BOD (lbs/day)	MM BOD (lbs/day)	AA TSS (lbs/day)	MM TSS (lbs/day)
2020	4,730	6,090	4,650	6,690
2026	5,250	6,740	5,170	7,410
2040	6,820	8,700	6,750	9,540
Buildout	7,920	10,100	7,850	11,000

Although removal of the DOC pretreatment lagoons results in higher BOD and TSS loading to the WWTP, continuation of pretreatment is considered a worse condition. The pretreatment lagoons remove most of the BOD produced by DOC, which is a valuable carbon source in driving denitrification at the WWTP. Additionally, the pretreatment lagoons not only do not remove nitrogen, but the concentration of ammonia-nitrogen increases through degradation of organic matter in the lagoons. This results in less efficient nitrogen removal, as the influent levels of nitrogen are increased, and the available carbon needed to assist with removal of nitrogen is decreased.

Furthermore, DOC pretreatment often produces algae within the lagoons. Due to the minute size of some algae particles, a significant portion of the algae that reaches the WWTP can pass through the treatment process, as it is difficult to remove, and subsequently reduce UV transmittance, which impacts disinfection, and yield higher effluent BOD and TSS.

Although the wastewater load projections assume the maximum month loads for the DOC and the residential and non-residential populations occur at the same time, this would not necessarily be the case. If these maximum month loads do not overlap, the WWTP could operate without significant changes were the pretreatment lagoons removed from service. If there were only brief spikes during maximum month loading, these could be managed through control of the sludge inventory. However, if increased loadings persist throughout the maximum month, the facility would need to have capacity above the planned 2040 loads presented herein, which may require additional improvements. The 2031 loading with DOC pretreatment lagoons removed from service is approximately equal to 2040 loading with pretreatment.

Although the City does not have specific data for the DOC pretreatment lagoon effluent, the effluent from similar lagoons would be expected to have variable alkalinity and pH depending on algal growth, sludge blanket and seasonal effects (EPA, 2002; Richard, 2003). Due to long retention times within the lagoon, particulate matter will tend to settle and anaerobically degrade, thereby releasing significant ammonia. This greater ammonia load requires increased nitrification, which consumes additional alkalinity and can adversely impact effluent pH. Conversely, BOD will tend to be reduced in the lagoon through biological activity and settling of particulates. This can yield a much lower BOD to nitrogen ratio than seen in typical domestic wastewater making denitrification more challenging. Lagoon effluent can also be a source of filamentous organisms, which can impact settleability of activated sludge in the secondary clarifiers. Each of these items could negatively impact the WWTP's ability to reliably meet more stringent pH criteria. The proposed pH reliability project would improve and expand chemical alkalinity addition capabilities, improve biological alkalinity recovery in the secondary treatment

process and improve the ability to remove filamentous organisms that can inhibit biological treatment goals.

2.5 Additional Considerations

The 2015 Utility Plan provides information regarding additional considerations as required by WAC 173-240-060, such as infiltration and inflow (I/I) problems, overflows and bypasses, and industrial wastes. A summary of these considerations is as follows:

- Section SS 5.4 of the 2015 Utility Plan concludes that I/I is not excessive: "*Previous investigations and the current review of recent flow data indicate that I/I is non-excessive in the City's sewer system. The per capita average annual sewer flows indicate non-excessive I/I in that they are lower than typical per capita rates*." The baseline I/I is reported in Table SS 5-3 of the 2015 Utility Plan. In a letter submitted to Ecology on 5 September 2016, the WWTP Manager noted that the City had non-excessive inflow during wet weather and non-excessive infiltration during dry weather (see Appendix B).
- Section SS 5.5 of the 2015 Utility Plan noted that overflows/violations and bypasses are not an issue at the WWTP: "*The WWTP has consistently met the effluent limitations and remained in compliance with the NPDES Permit. The WWTP has never had to bypass*." Since the authorship of the 2015 Utility Plan, the WWTP had a violation in TSS in February 2017 and violations for TSS and BOD in March 2017 related to *Microthrix parvicella* (MP).
- Section SS 5.2.1 of the 2015 Utility Plan also concludes: "*While there is a non-residential sewage component, there are no significant industrial discharges to the City's sewer system*." Furthermore, the City's staff conducted an Industrial User Survey during the summer through fall 2016. In a letter dated 27 October 2016, the WWTP Manager provided a summary of the five industrial users deemed as either a Significant Industrial User (SIU) or a Potential Significant Industrial User. As noted within the letter, the City did not identify any problems associated with the five SIUs (see Appendix C). Under the current NPDES permit (WA0020486), an Industrial User Survey is due to be submitted to Ecology by 31 December 2022.

Section 3: Existing Conditions

Section 3 provides a description of the WWTP history, processes, and current performance, and an overview of unit process capacity. This section also describes the development, calibration, and validation of biological process and hydraulic models to assess capacity and performance under current and projected wastewater flows and loads. Along with a process audit conducted by Wastewater Solutions Inc. (WSI) and a facility walkthrough, these assessments were used to identify process deficiencies discussed herein.

3.1 Treatment Facility History

Currently, the facility includes influent pumping, screening, grit removal, primary sedimentation, conventional activated sludge, secondary clarification, UV disinfection, effluent pumping, sludge thickening, aerobic digestion, and sludge dewatering.

An overview of the historical improvements at the site of the existing WWTP is as follows:

- Primary Treatment Plant: Primary treatment began at the site of the existing WWTP with the construction of an Imhoff Tank in the 1950s.
- Secondary Treatment Plant: In the mid-1970s, the City upgraded the facility to a secondary treatment plant using rotating biological contactors (RBCs). The upgrades also included the following: influent pumps; an aerated grit chamber; three side hill screens; two rectangular secondary clarifiers; two chlorine contact chambers; two aerobic digesters; and a new outfall to the Skykomish River.
- Phase I Improvements: The WWTP was upgraded beginning in the 1990s for added capacity. These improvements included the addition of two rectangular primary clarifiers, four submerged biological contactors (SBCs), a new circular secondary clarifier, a third aerobic digester, and an effluent pump station. In 2000, the City also replaced the chlorine gas disinfection system with UV light disinfection.
- Phase II Improvements: The upgrades in the early 2000s included removal of the rectangular secondary clarifiers and the RBCs (installed in 1970s upgrades), and the installation of three new aeration basins with anoxic selectors and a second circular secondary clarifier. This phase also included a new belt filter press dewatering system.
- Phase III Improvements: The improvements in early 2010s included a new headworks with new influent screens, influent pumps and grit removal, increased UV disinfection capacity; and new effluent pumps.
- Energy Conservation Projects: Additional facility improvements occurred during the mid-2010s through the Washington State Department of Enterprise Services energy performance savings contracting mechanism with Trane as the energy service provider. The upgrades included digester blower replacement, aeration basin blower replacement, aeration basin diffuser upgrades, new aerobic digester diffusers, replacement of an odor scrubber, modifications to an existing odor scrubber, addition of sludge thickening, replacement for the sludge dewatering polymer system, replacement of a secondary

clarifier collector mechanism, replacement of both primary clarifier collector mechanisms and aluminum covers over the primary clarifier, and aerobic digester tanks.

The unit processes associated with the above improvements are further detailed in Section 3.2 below.

3.2 Unit Processes and Systems

This section provides a detailed narrative describing the existing unit treatment processes and components. A general site layout showing the location of the major unit processes, structures and buildings is illustrated on Figure 3-1.

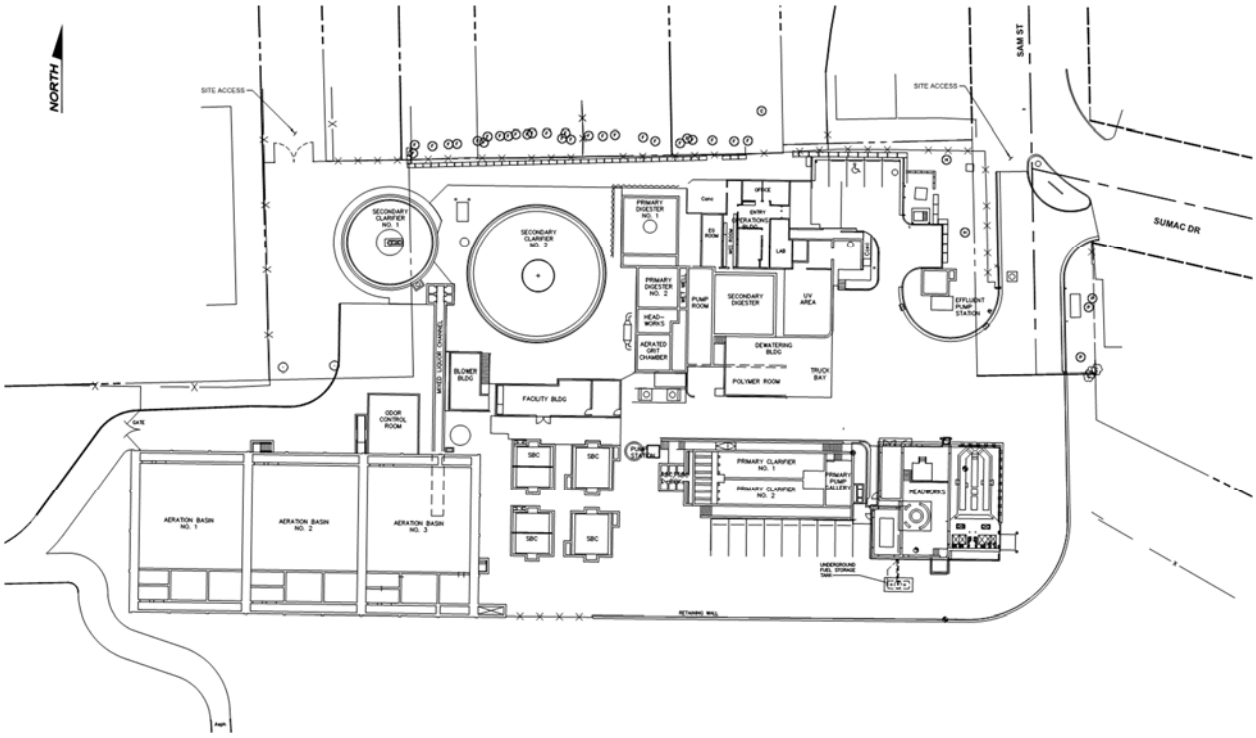


Figure 3-1: WWTP Site Layout

The existing WWTP includes protections against flooding due to its proximity to the Skykomish River. The Flood Insurance Rate Map (FIRM) number 53061C1376F produced by the Federal Emergency Management Agency (FEMA) depicts the flood risks of the WWTP and surrounding areas (see Appendix D). The FEMA Flood Map Service Center provides a publicly available online resource (https://msc.fema.gov/portal/home) for downloading and producing official flood maps. Figures 3-2 and 3-3 below demonstrate the proximity of the facility to the Skykomish River and how the southern portion of the facility is within a Zone AE (depicted in turquoise), which is a type of Special Flood Hazard Area (SFHA). According to FEMA's website (https://www.fema.gov/flood-zones), SFHA are defined as: "*the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood*." The light

brown area along the northern portion of the facility as shown on Figures 3-2 and 3-3 is deemed a “Zone X (shaded)”, which are areas between the 100-year (1% annual chance of flooding) and 500-year flood (0.2% annual chance of flooding). As shown in these figures, the predicted flood elevation at the WWTP is about 54 feet. To protect the WWTP from flooding, the City placed fill along the southern section of the facility to increase the ground elevation and constructed a retaining wall to elevation 60 feet along the southwestern, southern and eastern borders of the facility as part of the Phase II and Phase III WWTP improvements described above in Section 3.1.

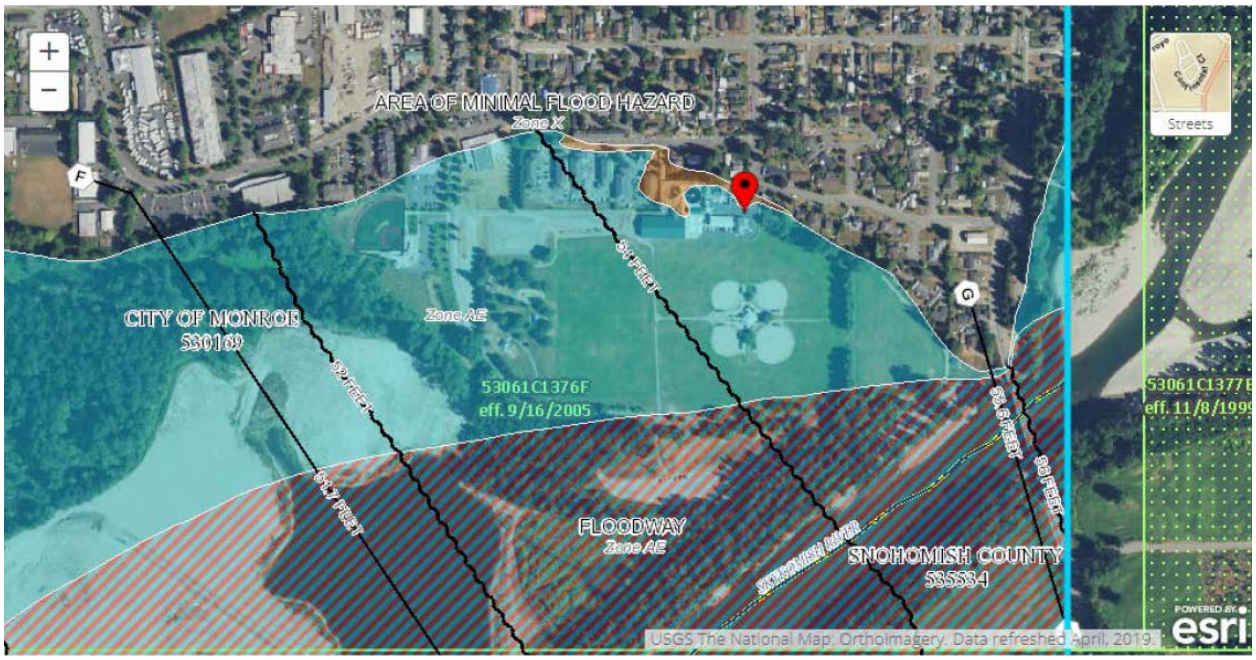


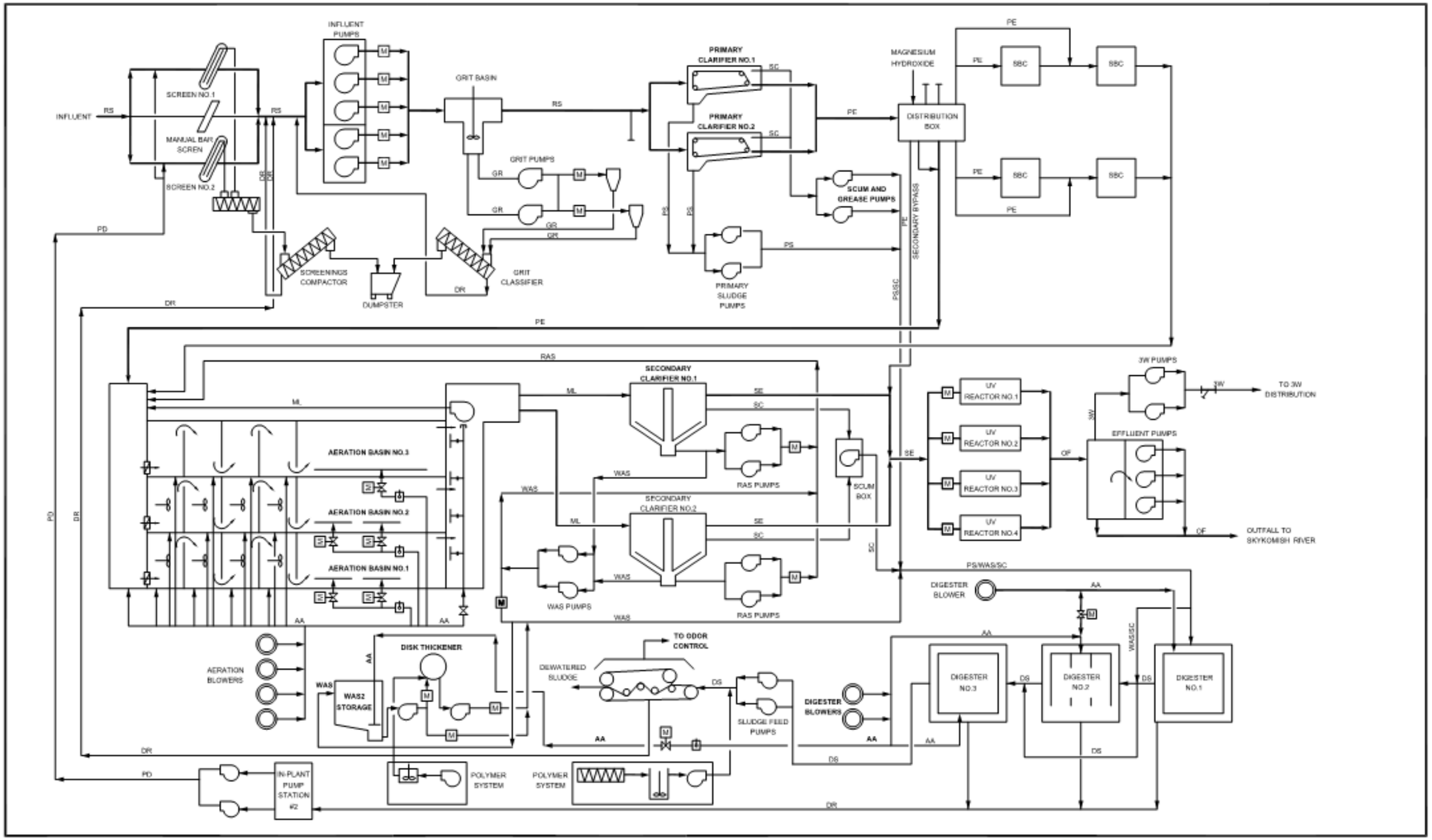
Figure 3-2: Flood Risk Map Generated from FEMA’s Flood Map Service Center to Depict Proximity of City of Monroe’s WWTP (See Red Symbol) to Skykomish River

Figure 3-3: Flood Risk Map Generated from FEMA's Flood Map Service Center to Depict Flood Risk at the City of Monroe's WWTP

3.2.1 Process and Hydraulic Overview

The bold flow lines in the process flow diagram below depict the primary flow path of the liquid treatment process (see Figure 3-4). Flow passes through the mechanical screens and then is lifted by the influent pumps to the grit removal process. After preliminary treatment in the headworks, wastewater flows by gravity through the primary clarifiers, aeration basins, secondary clarifiers, and UV disinfection before being discharge through the outfall. During peak flows and/or high river levels, the effluent pumps will be used to convey effluent through the outfall. Activated sludge settled in the secondary clarifiers is returned to the aeration basins to maintain biomass for treatment. Periodically, a portion of the settled activated sludge is wasted to control the amount of biomass retained for secondary treatment. The waste activated sludge (WAS) is either thickened before being pumped to the aerobic digesters or pumped directly to the aerobic digesters. Sludge settled in the primary clarifiers and scum collected from the secondary and primary clarifiers are pumped directly to the aerobic digesters. Digested sludge is pumped to the belt filter press for dewatering. Dewatered sludge is conveyed into a truck to be hauled off site for beneficial use through application to agricultural land.

Figure 3-5 below depicts the hydraulic profile of the WWTP after completion of the Phase III Improvements described earlier in Section 3.1.



BHC CONSULTANTS

MONROE WASHINGTON

WWTP Process Flow Diagram

November 2019

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Figure 3-4: WWTP Process Flow Diagram

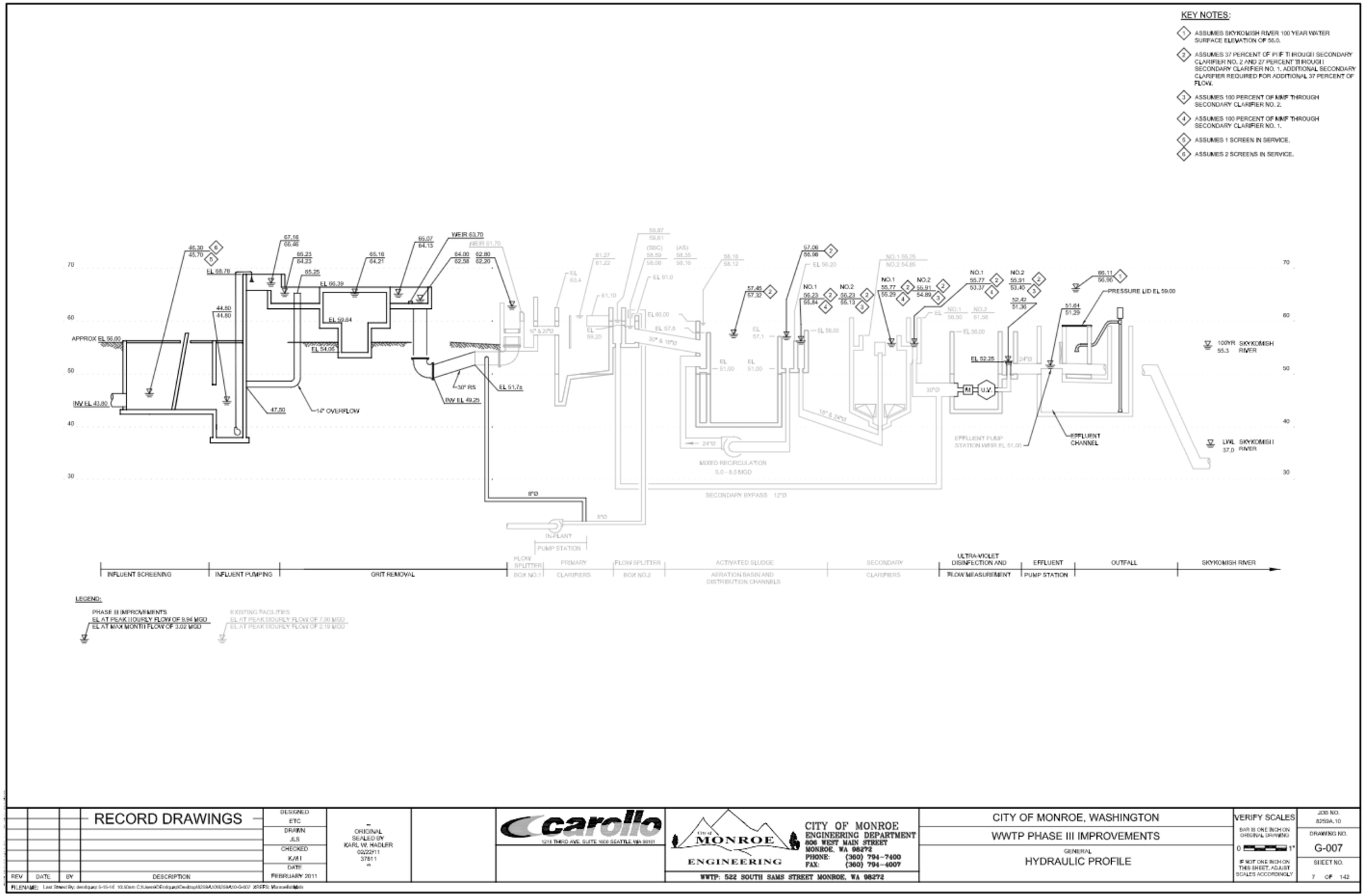

Figure 3-5: WWTP Hydraulic Profile

3.2.2 Headworks

Influent wastewater enters the WWTP at the headworks via gravity flow. The headworks consists of mechanical bar screens (see Figure 3-6), an influent pump station, and grit removal. The screenings process contains two screens with 1/8-inch [3 millimeter (mm)] openings and a 6.17 MGD capacity each, as well as a backup manual bypass bar screen with openings of 3/8 inch (9 mm). Screenings are conveyed to a washer/compactor and then discharged to a dumpster.

After screening, wastewater enters one of two wet wells. The eastern well contains two larger submersible pumps, each with a capacity of 4.0 MGD. The western well contains three submersible pumps, one larger pump with a capacity of 4.0 MGD and two smaller pumps each with a capacity of 1.0 MGD. The total influent pumping capacity is 14.0 MGD, with a firm capacity (largest pump out of service) of 10.0 MGD. Each pump has a separate discharge pipe with flow meter that flows to a single influent grit channel.

The grit chamber is a single 12-foot diameter vortex basin with a capacity of 12.0 MGD. Grit collected from this basin is pumped to two cyclone washing units, each with a capacity of 250 gallons per minute (gpm), before being sent to a grit classifier.

Figure 3-6: Headworks Mechanical Screens

3.2.3 Primary Clarifiers

After the headworks, wastewater flows by gravity to a splitter box which divides the flow between two identical, rectangular primary clarifiers (see Figure 3-7). Each clarifier is 13 feet wide by 66 feet long, proving a surface area of 858 square feet (ft^2) each or a total of 1,716 ft^2. Based on recent data, it is estimated that the clarifiers are capable of removing nearly 55% of influent TSS based on a typical surface overflow rate of 1,200 gallons per day per square foot (gpd/ft^2). At this overflow rate, the MMF capacity is 2.1 MGD. As the MMF has already exceeded 2.1 MGD and is expected to increase to 3.3 MGD by 2036, it is estimated that TSS removal in the primary clarifiers will decrease to around 45% at the resulting increased overflow

rates. Recommendations concerning primary clarifier capacity will be provided in the future engineering report. It should be noted that although the projected flows exceed typical design criteria for primary clarifiers, resulting in reduced capture of TSS, the primary clarifiers have sufficient capacity to pass the projected peak flows. The future engineering report will examine how this decreased TSS capture will impact performance of the secondary treatment process and if improvements to the primary clarifiers are needed to ensure proper performance of the secondary treatment process or if proposed secondary treatment process improvements provide sufficient capacity such that improvements to the primary clarifiers are not needed.

In 2016, the primary clarifier collection mechanisms were replaced, including drives, main and cross collector chains and flights, and the scum skimmers and launders. Primary solids are thickened in-clarifier, producing approximately 3% solids to be sent to digestion. This solids concentration is low for primary sludge and could possibly be increased by reducing the pumping rate/frequency of primary sludge to allow more time for in-clarifier thickening.

Figure 3-7: Primary Clarifiers via a 360-degree View

3.2.4 Aeration Basins

Primary effluent flows into a splitter box that had previously distributed flow among the four SBC tanks and now directs flow to the aeration basin influent channel, which distributes the flow among three identical trains. Each train begins with four small anoxic selector cells, with a total anoxic volume of approximately 102,000 gallons per train. These cells are designed to select against growth of filamentous microorganisms, but also serve to provide some denitrification of the mixed liquor, thereby reducing effluent nitrogen and recovering some alkalinity lost during nitrification.

After the anoxic zone, each train has a single large aeration basin (see Figure 3-8), each with a volume of approximately 368,000 gallons. The solids retention time of the biological process was designed at 9 days with a mixed liquor suspended solids (MLSS) concentration of 3,300 mg/L, which is typically sufficient to maintain nitrification. The nitrification process requires a significant amount of alkalinity; while some of this alkalinity is gained back through denitrification, there is still an insufficient amount to meet the increasingly stringent effluent pH

limits of the facility. Currently, the facility doses approximately 120 gallons per day (gpd) of magnesium hydroxide to add alkalinity and maintaining effluent pH as required by the NPDES permit.

Two new turbo blowers, each with a capacity of 2,000 standard cubic feet per minute (scfm), were recently installed along with new higher efficiency strip diffusers in two of the three aeration basins. Two older centrifugal blowers, each with a capacity of 1,020 scfm are on standby and serve as a backup. Current operations normally require the use of only one turbo blower. It is expected that within the planning horizon, both turbo blowers will need to be operated normally to maintain treatment. At that time, a third turbo blower should be installed to replace the older centrifugal blowers as backup.

Figure 3-8: Aeration Basin No. 2 (Foreground)

3.2.5 Secondary Clarifiers

Mixed liquor is collected from each aeration basin train in a single mixed liquor channel, where it flows to a distribution box that splits the flow to two secondary clarifiers. Clarifier No. 1 was constructed in 1995 with a 42-foot diameter and 13-foot depth and upgraded in 2017 with a new collector mechanism. Clarifier No. 2 was constructed in 2002 with a 68.7-foot diameter and 16-foot depth (see Figure 3-9). The current flow split between the two clarifiers sends 25% of the flow to Clarifier No. 1, underloading it to allow the activated sludge solids to thicken to approximately 10,000 mg/L prior to wasting. WAS is collected solely from Clarifier No. 1; thus, thicker solids are sent to the disk thickener and/or aerobic digesters to minimize the volume entering the digesters and maximize the retention time for digestion. The remaining flow is sent

to Clarifier No. 2, which produces return activated sludge (RAS) at a concentration of around 6,000 mg/L.

Secondary effluent flows by gravity to UV disinfection. Activated sludge solids are collected and returned to the head of the aeration basins using four RAS pumps, two per clarifier (one duty and one standby). Each clarifier has a WAS pump, though each pump can pull WAS from either clarifier; however, WAS is currently only collected from Clarifier No. 1.

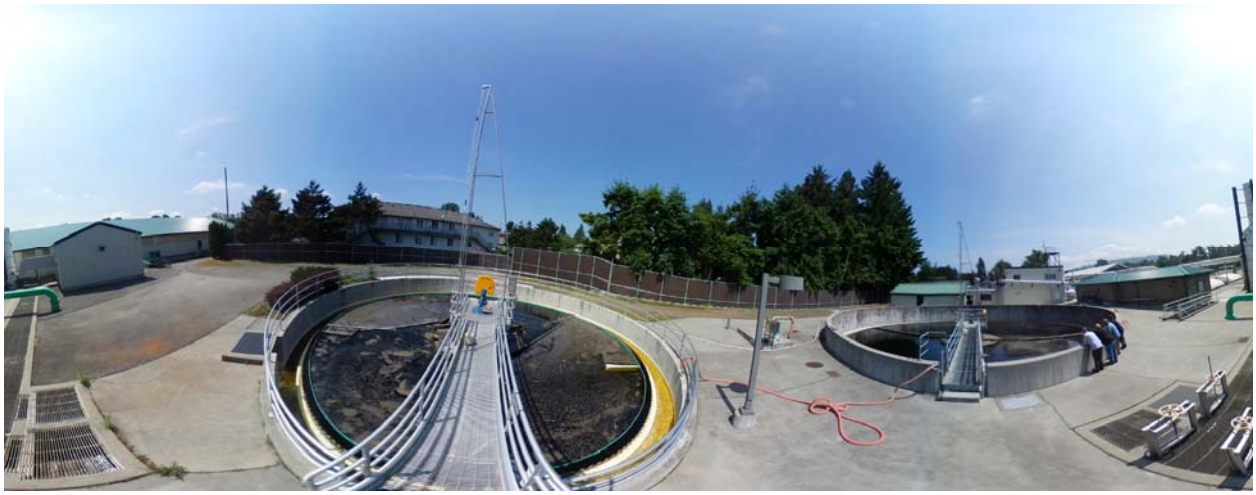

Figure 3-9: Secondary Clarifiers via a 360-degree View

3.2.6 Effluent Disinfection

Secondary effluent flows by gravity to disinfection, which consists of four in-line, closed conduit, low-pressure, high-intensity UV disinfection reactors (see Figure 3-10). The current UV reactors were installed in 2012 as a part of the Phase III upgrades replacing the older and less efficient medium-pressure units. The existing UV reactors have a total capacity of 10 MGD, and a firm capacity of 7.5 MGD based on a capacity of 2.5 MGD per reactor. The UV dose is targeted at 25 millijoules per square centimeter (mJ/cm^2) at a minimum UV transmittance of 55%.

Figure 3-10: One of Four In-Line UV Reactors

3.2.7 Effluent Pump Station, Outfall, and Receiving Waters

After UV disinfection, treated effluent is discharged to the Skykomish River through an outfall (see Figure 3-11). Outfall piping runs from a 30-inch diameter header, which is connected to four 12-inch diameter high-density polyethylene (HDPE) diffuser lines that extend approximately 50 feet into the river channel from the northern bank. The total length of outfall piping is about 1,500 feet.

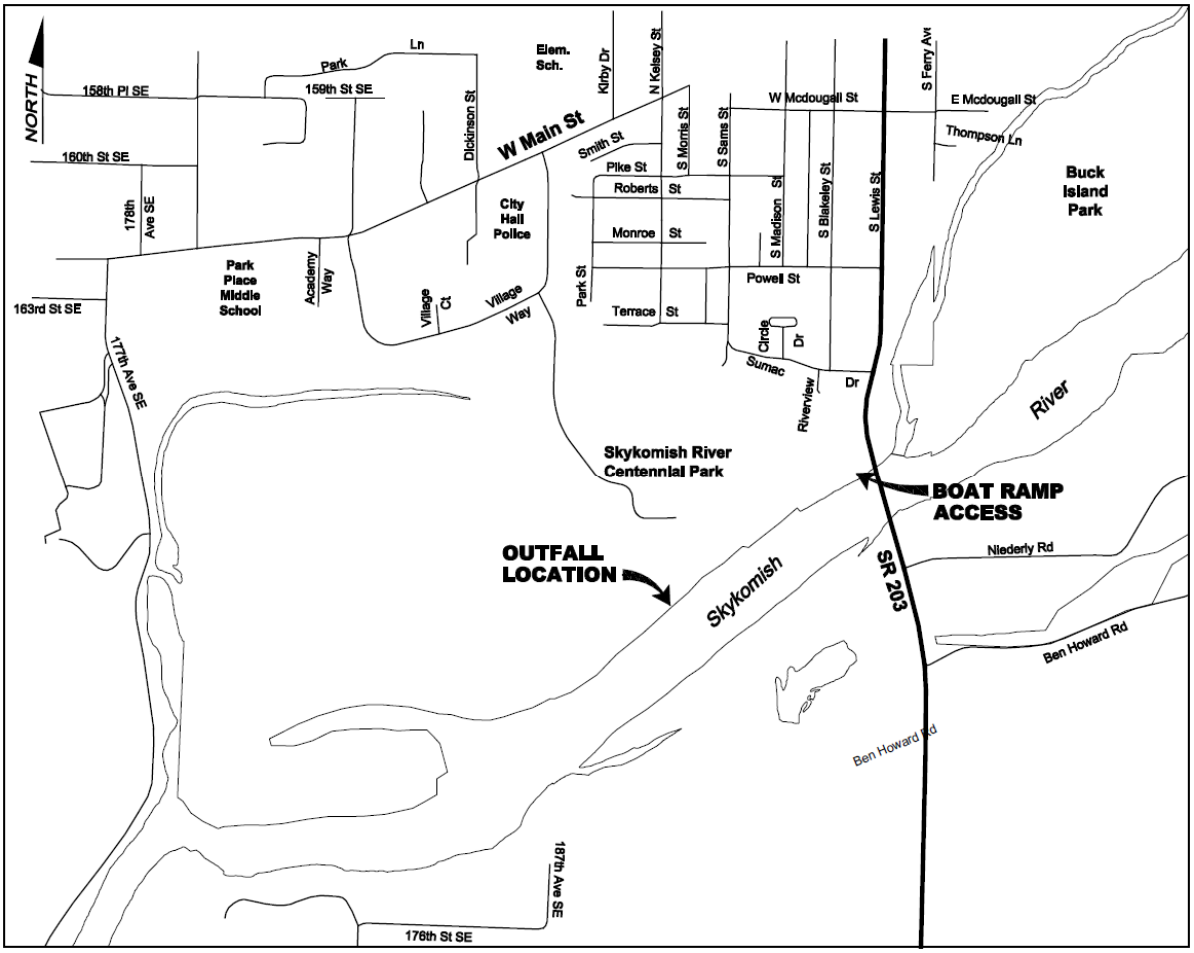

Figure 3-11: Location of the Outfall for the WWTP

Under normal conditions, effluent flows through the outfall by gravity; however, during periods of peak flow and/or high river levels, effluent pumping is required. Three effluent pumps (two duty, one standby), each with a rated capacity of 5.0 MGD at 26.2 feet of head (based on the 100-year flood level), provide a total effluent pumping capacity of 15.0 MGD with a firm capacity (largest pump out of service) of 10.0 MGD. Due to constantly changing conditions in the Skykomish River (see Figure 3-12), the outfall diffuser outlets often transition between being fully unobstructed and partially obstructed. This can result in higher headloss than is factored into the current pump design, which may impact the pumping capacity.

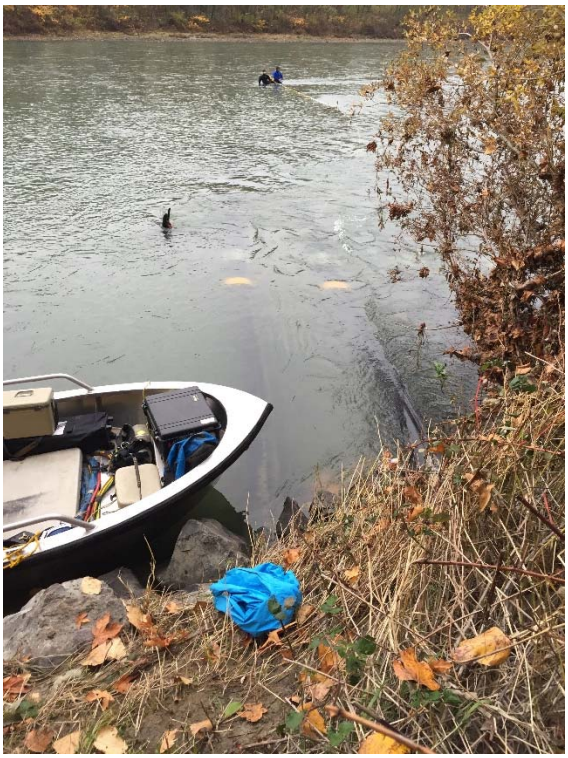

Figure 3-12: View of Outfall from Skykomish Riverbank

3.2.7.1 Existing Condition of Outfall

As required per the NPDES permit, the City conducts annual dye tests to verify the functionality of the individual diffuser lines. In September 2016, the City conducted its annual dye test and subsequently observed that two of the four diffuser pipes (the two upstream-most diffusers) were damaged, which was immediately reported to both Ecology and the Snohomish County Health District. The Monroe Outfall Condition Assessment Technical Memorandum details the damage observed in 2016 and the City's response (BHC 2016). The damaged diffuser pipes were repaired in 2017 to restore full function of the outfall.

The annual dye test recently conducted in August 2019 showed no signs of concern regarding the functionality of the outfall's diffuser system. However, as mentioned above, dynamic changes to the riverbed and bathymetry can result in partial obstruction of the diffuser outlets.

Under the current NPDES permit (WA0020486), an outfall evaluation is due to be submitted to Ecology by 31 December 2022.

3.2.7.2 Mixing Zone Study

A consulting firm prepared the most recent Effluent Mixing Study Report in 2009 (see Appendix E). As a condition of the NPDES permit in place at the time, a mixing zone study was required to determine the degree of mixing at both the acute and the chronic mixing zone boundaries, which are defined on Figure 1 of the 2009 study. According to the study, the riverbank does not influence the effluent plume within the mixing zone. The study noted that the

ambient water quality data of the Skykomish River is extracted from the monitoring station (Station No. 07C070), which is located 1 mile upstream of the outfall. The summary of the findings in 2009 are as follows: "*The critical acute and chronic dilution factors calculated by the dynamic model are 8.05 and 16.8, respectively. Based upon the calculated dilution and available effluent/receiving water contaminant data, there is no reasonable potential to exceed water quality standards. Therefore, discharge limits are not required for ammonia or any of the metal contaminants of concern (copper, mercury, and zinc)*" (pg. 21, Effluent Mixing Study Report, Appendix E).

Under the current NPDES permit (WA0020486), an Effluent Mixing Report is due to be submitted to Ecology by 31 December 2021.

3.2.8 Solids Treatment and Handling

Currently, WAS is collected from Clarifier No. 1 and either pumped to an aerated sludge holding tank before being pumped to the disk thickener, or it is pumped directly to the aerobic digesters. The disk thickener thickens the WAS to approximately 4.5% solids. Although the thickener is capable of producing higher solids concentrations, the City limits the thickening and the amount of WAS thickened so that the ratio of WAS to primary sludge is not too out of balance, which can impact the sludge dewaterability. The combined WAS, thickened WAS, and primary sludge pumped to the aerobic digesters averages a total solids concentration of approximately 2%. Six different positive displacement blowers were replaced in 2016 and 2018 with three hybrid screw blowers, two of which provide 1,000 scfm each, and one 1,380 scfm unit.

Three digesters are operated in series with maximum volumes of approximately 94,200 gallons, 44,800 gallons, and 101,000 gallons, respectively, for a total maximum volume of about 240,000 gallons. However, the second and third digesters normally average around 60% and 40% full, respectively, to allow attenuation of sludge in between operation of the belt filter press for sludge dewatering. Under design conditions, the solids retention time (SRT) of the digesters is about 16 days; whereas an SRT of 40 days is typically desired to produce Class B biosolids without the need to monitor indicator organisms and ensure sufficient vector attraction reduction (VAR). Currently, the City must test for indicator organisms to ensure pathogen densities meet the requirements for Class B biosolids, due to the short SRT. Because the SRT in the secondary process is significant, the City normally does not have an issue meeting Class B biosolids. VAR requirements are typically met by achieving a 38% volatile solids destruction. Due to the short SRT, the City typically does not meet this level of volatile solids destruction but is able to meet VAR requirements by incorporating the biosolids beneath the soil at the application site, though at added cost.

After digestion, the sludge is dewatered to 16% solids on average using a 1.5-meter belt filter press with a hydraulic capacity of 130 gpm (see Figure 3-13). The dewatered sludge cake is hauled to the former composting site of the DOC in a 5-cubic-yard dump truck owned by the City where it is temporarily stored and loaded into larger trucks for transport to the beneficial use site. The existing belt filter press is approximately 20 years old and will need a complete rebuild or replacement within the planning horizon.

Figure 3-13: Belt Filter Press

3.2.9 Odor Control

Foul air generated by the WWTP is treated in order to prevent odor impacts on the adjacent Skykomish River Centennial Park and nearby residences. Two foul air collection and treatment systems exist at the WWTP. One treats foul air from the aerobic digester tanks and the WAS storage tank. This first system uses an engineered media to adsorb hydrogen sulfide, other reduced sulfur compounds and mercaptans. The second treats air from the aeration basins, headworks, primary clarifiers, and sludge dewatering area. This system uses a packed-bed tower with sodium hypochlorite (NaOCl) and sodium hydroxide (NaOH) to remove hydrogen sulfide, ammonia, and other odorous compounds.

3.3 Unit Process Capacity

The individual process capacities are summarized in Table 3-1.

Table 3-1: Monroe WWTP Process Capacity

Component	Design
Flow, MGD	
Average Annual	2.20
Maximum Month	2.84
Maximum Day	4.55
Peak Hour	9.94

Table 3-1: Monroe WWTP Process Capacity (cont.)

Component	Design
BOD_5, lbs/day (Pretreatment in DOC Lagoon)	
Average Annual	4,710
Maximum Month	6,090
TSS, lbs/day (Pretreatment in DOC Lagoon)	
Average Annual	4,700
Maximum Month	5,940
Total Kjeldahl Nitrogen (TKN), lbs/day (Pretreatment in DOC Lagoon)	
Average annual (43 mg/L)	789
Maximum Month (47 mg/L)	1,113
Screening	
Mechanical screens:	
Number, each	2
Opening size, mm (inch)	3 (1/8)
Capacity, each, MGD	6.17
Capacity, total, MGD	12.3
Manual screen:	
Number, each	1
Opening size, mm (inch)	9 (3/8)
Influent Pumps	
Type	
Large pumps:	
Number, each	3 (2 duty, 1 standby)
Capacity, each, MGD	4.0
Small pumps:	
Number, each	2
Capacity, each	1.0
Total firm capacity, MGD	10.0
Grit Removal	
Type	
Number, each	1
Diameter, feet	12.0
Capacity, MGD	12.0

Table 3-1: Monroe WWTP Process Capacity (cont.)

Component	Design
Primary Clarifiers	
Number, each	2
Straight Length, feet	66
Width, feet	13
Side water depth, average, feet	10.0
Settling Area each, ft^2	858
Volume/unit, gal	68,671
Hydraulic Loading/unit, MGD	
@ design avg annual flow	1.10
@ design max month flow	1.42
@ peak hour flow	4.97
Surface loading rate/unit, gpd/ft^2:	
@ design avg annual flow	1,282
@ design max month flow	1,655
@ peak hour flow	5,793
Detention Time/unit, hour	
@ design avg annual flow	1.50
@ design max month flow	1.16
@ peak hour flow	0.33
Anoxic Tanks	
Number, each	3
Length, feet	54
Width, feet	15
Side water depth, feet	16.33
Total volume each, cubic feet	13,227
Volume each, MG	0.10
Total volume, MG	0.30
Total Detention Time, hour	
@ design avg flow	3.2
@ design max month flow	2.5
@ peak flow	0.7

Table 3-1: Monroe WWTP Process Capacity (cont.)

Component	Design
Aeration Basins	
Number, each	3
Length, feet	57
Width, feet	54
Side water depth, feet	16.33
Total volume each, cubic feet	50,264
Volume each, MG	0.376
Total volume, MG	1.13
Hydraulic loading/unit, MGD	
@ design avg annual flow	0.73
@ design max month flow	0.95
Total Detention Time, hour	
@ design avg flow	12.3
@ design max month flow	9.5
MLSS Conc, mg/L	3,500
MLSS mass/basin, lbs	13,863
Mixed Liquor Volatile Suspended Solids (MLVSS):MLSS ratio	0.80
MLVSS mass/basin, lbs	11,090
BOD loading/ basin, lbs	
@ design avg annual BOD	1,178
@ design max month BOD	1,523
Food-to-microorganism (F/M) Ratio, max mo.	0.14
Observed Sludge Yield, lbs/lb BOD	0.50
SRT, days	
@ average annual BOD	18.0
@ design max month BOD	13.9
Aeration Blowers	
Turbine Blowers	
Number, each	2 duty
Capacity, each, cfm @8 pounds per square inch (psi)	2,000

Table 3-1: Monroe WWTP Process Capacity (cont.)

Component	Design
Centrifugal Blowers	
Number, each	2 standby
Capacity, cfm @8 psi	1,020
Total firm capacity, cfm	4,040
Oxygen required, lbs/ day @ max mo.	11,820
Standard oxygen transfer efficiency (SOTE), %	36%
Actual oxygen transfer efficiency (AOTE):SOTE ratio	0.44
Air required, cfm @ max mo.	2,983
Secondary Clarifiers	
Number, each	2
Number 1:	
Diameter, feet	47.0
Side water depth, feet	12.0
Settling area, each, sf	1,735
Number 2:	
Diameter, feet	68.7
Side water depth, feet	16.0
Settling area, each, sf	3,703
Total surface area, sf	5,438
Surface loading rate/ gpd/sf	
@ design avg flow	405
@ design max month flow	522
@ peak hour flow	1,828
Solids loading rate/unit, lb/sf·h	
@ design avg flow	0.74
@ design max month flow	0.95
@ peak hour flow	2.78
Surface loading rate/ gpd/sf	
@ design avg flow	634
@ design max month flow	818
@ peak hour flow	2,865
Solids loading rate/unit, lb/ft^2·h	
@ design avg flow	1.16
@ design max month flow	1.49
@ peak hour flow	4.36

Table 3-1: Monroe WWTP Process Capacity (cont.)

Component	Design
UV Disinfection	
Type	
Peak design flow, each, MGD	2.5
Number of units	4 + 0
Total firm capacity, MGD	10.0
Design transmittance, %	≥ 55
Total suspended solids, mg/L	≤45
UV Dose, mJ/cm^2	25,000
Effluent Pumps	
Type	
Number, each	2 + 1
Capacity each, MGD:	5.0
Total firm capacity, MGD	10.0
Primary Sludge Production	
Primary sludge, lbs/day	
@ design avg	2,115
@ design max month	2,673
Primary sludge concentration	3.0%
Primary sludge, gpd	
@ design avg	8,453
@ design max month	10,683
Secondary Sludge (WAS) Production	
Secondary sludge, lbs/day	
@ design avg	2,355
@ design max month	3,045
Secondary sludge concentration	1.0%
Secondary sludge, gpd	
@ design avg	28,237
@ design max month	36,511

Table 3-1: Monroe WWTP Process Capacity (cont.)

Component	Design
Rotary Disk WAS Thickening	
Number	1
Hydraulic Capacity, gpm	100
Hours/week of Operation @ max mo.	43
Solids Capacity, lbs/hr	500
Loading at max mo., lbs/hr	496
Loading at max mo., gpm	99
Thickened Secondary Sludge	
Thickened WAS concentration	
Thickened WAS, gpd	
@ design avg	6,275
@ design max month	8,114
Total Sludge, gpd	
@ design avg	14,728
@ design max month	18,797
Aerobic Digesters	
Number, each	3
Volume, total, cf	32,100
Volume, total, gallons	240,108
Retention time, days	
@ design avg	16.3
@ design max month	12.8
Volatile solids loading, lbs/cf/day	
@ design avg	0.12
@ design max month	0.15
Assumed volatile suspended solids (VSS) destruction	40%
VSS destruction, lbs/day	
@ design avg	1,520
@ design max month	1,944
Total solids from digester, dry lbs/day	
@ design avg	2,950
@ design max month	3,774
Digested sludge concentration	1.5%

Table 3-1: Monroe WWTP Process Capacity (cont.)

Component	Design
Digested sludge volume, gpd	
@ design avg	23,583
@ design max month	30,167
Digester Blowers	
Primary Digester No. 1 Blower	1
Capacity, cfm	1,380
Pri. Dig. No. 2 & Sec. Digester Blower	2
Capacity, cfm	1,000
Total capacity, cfm	3,380
Total firm capacity, cfm	2,000
Oxygen required, lbs/ day @ max mo.	3,402
SOTE, %	12.4%
AOTE:SOTE ratio	0.40
Air required, cfm @ max mo.	2,711
Belt Filter Press Dewatering	
Number each	1
Hydraulic capacity, gpm	130
Solids capacity, lbs/ hr	1200
Belt press operation @ max month	
Runtime @ 130 gpm, hrs/week	27
Solids Loading, lbs/hr	976

3.4 Baseline Performance and Capacity

A process audit was conducted on 29 and 30 May 2019 by WSI. A facility walkthrough occurred in conjunction with the process audit and included extensive photograph documentation and additional observations of existing conditions.

3.4.1 Process Audit

In May 2019, WSI performed a site visit to conduct a process audit at the WWTP. The process audit focused on improving operations and performance through consideration of operational changes and small modifications that could be made in the near term.

WSI suggested that control of effluent pH could be improved by optimizing use of the anoxic zones, as they are currently not operated under ideal conditions for recovery of alkalinity. If the mixed liquor recycle (MLR) is reduced, the recycle of DO is also reduced, which can increase the portion of the anoxic zones actually operating under anoxic conditions. This will improve the amount of denitrification occurring in the anoxic zones and subsequently increase alkalinity

recovery, which will buffer against a drop in pH. The MLR pumping rate is typically about 3.5 times the average flow (about 6 MGD) based on the pump capacity (6,000 gpm) and typical pump speed setting (70% of full speed), which is often higher than required (typically 2 to 3 times the flow). WSI also recommended installing a chemical system as a backup for pH control. Chemical could be introduced just before or after UV disinfection to ensure permit violations do not occur in the event of a process upset or dramatic change in influent wastewater characteristics that resulted in a low pH in the secondary effluent. It was also noted that the MLR needs a flow meter, which should be paced off of plant flow and/or effluent nitrate. In the latter case, a nitrate meter is recommended on final or secondary effluent. Additionally, the two diffuser zones in the aeration basins should be baffled to allow tapered aeration, which will reduce DO recycle to the anoxic zones. These improvements would further optimize denitrification and alkalinity recovery within the existing secondary treatment process.

WSI also investigated foaming issues caused by MP, which is a type of filament that can be overly abundant in the spring due to seasonal changes occurring at the DOC's pretreatment facilities. To control and optimize the filamentous growth, it is recommended to reduce DO in the anoxic selectors, which can be accomplished through the above recommendations, raise the food-to-microorganism ratio (F/M) during the spring warming months, and reduce mixed liquor concentrations during periods of expected MP growth. Additionally, continuation of RAS chlorination as needed is recommended. However, a more permanent system for RAS chlorination could improve control and ease of use. Another consideration mentioned is the injection of polymer into the MLR discharge line to try to keep the MP in solution or employing surface wasting to selectively waste the foam that is predominately comprised of MP.

During the site visit, poor dewatering performance was noted. This is likely due to the short SRT within the aerobic digesters. WSI suggested additional digester capacity and maximizing the DO in the digesters should be considered to gain capacity and enhance performance. To test this, an experiment may be conducted that further digests the sludge for an extra 5 to 10 days to determine whether dewatering is enhanced.

It was noted that the weir in Secondary Clarifier No. 1 is not level around the circumference of the effluent launder. This needs to be fixed as it will result in higher weir overflow rates that will lead to localized velocity currents that could carry solids over the weir.

A few other suggested improvements were noted that are not directly related to process performance:

- Having the odor control fans ramp down at night has potential to save energy.
- The Plant water (3W) pumps often operate at pressures near shutoff (140 psi) due to the pumps being oversized, which causes unnecessary wear on the pumps. If turn down of the pumps can be improved so that they can operate at lower pressures and reduced output, this could reduce energy use and wear.
- The flow meter on the primary sludge line does not work optimally and relocation and replacement are advisable.

3.4.2 Additional Findings from Facility Walkthrough

Personnel from the team conducted walkthroughs on both days of the process audit and photo documented the facility. Photograph documentation included the use of a Samsung Gear 360-degree camera, which allowed for extensive documentation of the existing facility.

Observations and input received from the facility's personnel during the walkthrough that are relevant to pH control are as follows:

- According to operators, the Mg(OH)2 system for dosing immediately after primary clarification is prone to clogging, especially during cold weather. See Figure 3-13 below.
- According to operators, two of the eight ABS Seltzer mixers within the aeration basins are not working, and the other six mixers are anticipated to only last approximately 1 more year.
- The end of the skimmer on Secondary Clarifier No. 2 (asset 402) gets clogged during foaming events. See Figure 3-14.

Figure 3-13: Primary Clarifiers (left), Distribution Box with Six Gates (center-foreground), and Mg(OH)2 System (center-background)

Figure 3-14: End of Skimmer of Secondary Clarifier No. 2 (Asset 402)

3.5 Anticipated Deficiencies of Existing WWTP

Deficiencies and issues integral to pH control were identified based on the spreadsheet analysis and the process audit with facility walkthrough.

3.5.1 pH Control

The need to control pH already exists as influent alkalinity is low, and nitrification uses a significant portion of the available alkalinity. Currently, the facility adds approximately 120 gpd of magnesium hydroxide to supplement the influent alkalinity and help buffer the pH. The current magnesium hydroxide storage and feed system was constructed by the City to meet immediate needs for pH control. Based on the City's experience operating this temporary system, they have identified improvements to controls, durability and flexibility to be implemented with an upgraded or replacement system for permanent use. It is recommended that flow-pacing and pH monitoring be added to help control dosing of supplemental alkalinity. Additional dosing locations can also be provided to ensure that the magnesium hydroxide, a weak base, has sufficient retention time to fully dissociate. Incorporating carrier water and improving piping can also help with some of the issues associated with handling a slurry such as precipitation and issues with low temperatures.

In addition to improvements for dosing supplemental alkalinity, it is recommended that a backup chemical system also be provided to correct pH in the secondary effluent if there is a significant upset, failure of supplemental alkalinity dosing, or dramatic change in the influent wastewater that would require pH adjustment to maintain compliance with the NPDES permit. This could be

accomplished by dosing sodium hydroxide from an existing storage tank (used for one of the odor scrubbers) just before or after UV disinfection to ensure compliance with the pH limit.

It is also recommended that an MLR flow meter and nitrate meter be added to improve control of MLR pumping and the two diffuser zones in the aeration basins be baffled to allow tapered aeration, all of which will maximize denitrification and alkalinity recovery of the existing system.

3.5.2 Filament Control

In order to optimize biological performance for pH control, it is also beneficial for the WWTP to address challenges related to filament control. The growth of certain types of filamentous microorganisms is a concern at the facility due to poor settling characteristics. This typically occurs during the shoulder seasons and is not typically a year-round issue. Filaments and associated foaming impact performance of the secondary clarifiers during periods in which they are an issue.

Section 4: Alternatives Evaluation

Section 4 identifies improvements to be made for only the pH control and filament control deficiencies summarized in Section 3.5. Where there are viable alternatives to address certain deficiencies, these alternatives are evaluated herein, compared, and an alternative selected for implementation.

4.1 Identification of Alternatives

The Team identified several options for both pH control and filament control.

4.1.1 pH Control

The identification of alternatives for pH control included optimizing the biological performance of the WWTP and two chemical feed options.

4.1.1.1 Alkalinity Recovery through Denitrification

Denitrification can be used to recover alkalinity consumed during nitrification. Some denitrification is currently achieved within the existing anoxic zones, which can be further enhanced by limiting the introduction of DO into the anoxic zones to maximize the volume under anoxic conditions. The amount of DO introduced into the anoxic zones can be reduced by utilizing a flow meter and nitrate meter to minimize MLR pumping. Additionally, installing a baffle between the two diffuser zones in the aeration basins will allow tapered aeration, which will reduce DO in the MLR flow. For example, a target DO of 3.0 mg/L in the first zone and 1.5 mg/L in the second zone would focus the air supply where the demand is highest (in the first zone) and allow reduced DO in the second zone so that there is less in the MLR flow back to the anoxic zones.

4.1.1.2 Upgraded Magnesium Hydroxide System

As discussed previously, the current system for adding magnesium hydroxide to the primary effluent must be improved. The new system will replace the bulk storage tank and chemical metering equipment and enhance control to allow flow pacing and automatic adjustment based on effluent pH measurement. In addition to dosing supplemental alkalinity in the primary effluent, the City would also like the ability to dose supplemental alkalinity upstream of the primary clarifiers, as the magnesium hydroxide is slow to dissociate, which can lead to crystalline magnesium particles settling in the secondary clarifiers.

4.1.1.3 Secondary Effluent Sodium Hydroxide Dosing System

To ensure that the pH of the final effluent discharged to the Skykomish River remains within the discharge permit limit range of 6.7 to 9.0 standard units, a sodium hydroxide system to raise the pH of the secondary effluent prior to discharge is recommended. This would serve to adjust the pH if required and maintain effluent pH levels within permit requirements. Sodium hydroxide is a strong base and will immediately dissociate to provide prompt pH adjustment in the unlikely

event that the dose of magnesium hydroxide is inadequate, there is a secondary process upset, or there are sudden changes in influent wastewater characteristics.

4.1.2 Filament Control

The Team also identified an array of options to provide filament control and address associated foaming events. The options included both application of chemicals, as well as physical removal of filamentous organisms.

4.1.2.1 RAS Chlorination

RAS chlorination is one of the most commonly employed methods of dealing with filamentous organisms. Chlorine is mixed with the RAS at a target dose to kill filaments. At the proper dose, chlorine will kill the filamentous organisms, and flocs of microbes (non-filaments) will have the outer layer damaged, but the floc remains largely intact. The City currently employs RAS chlorination and it is recommended the City continue this practice as needed; however, the existing temporary chlorination system does not allow for proper control. A new permanent RAS chlorination system with improved control and ease of use is needed. This new system would be located at the Facility Building.

4.1.2.2 Surface Wasting

Surface wasting, also known as a classifying selector, would add equipment to remove foam and floating filamentous organisms from the surface at a select location. This selects against filamentous organisms as they predominately reside in the foam that would be wasted from the system. Surface wasting can be seen as addressing the source of foaming issues but does not guarantee that all foaming issues will be eliminated.

Surface wasting could be achieved by installing a concrete scum box adjacent to the existing mixed liquor channel. An angled scum baffle could be used to trap foam and scum and direct it toward the concrete box. An actuated weir gate could be periodically lowered to waste trapped foam and scum into the box. New piping could be installed to convey the wasted foam and scum to the existing WAS pumps in the Facility Building.

4.1.2.3 Polymer Addition

This alternative could add polymer to the secondary clarifiers to solubilize the foam, putting it back into solution. Polymer addition does not target the source of the foam (filaments), but it does treat the symptom. An emulsion polymer makeup system could be located in the Facility Building and drums or totes of emulsion polymer brought in as needed. The polymer solution could be introduced through the existing spray nozzles at the clarifier feed wells and/or into the MLR piping. From a capital cost standpoint, this is a relatively inexpensive option; however, the high cost of polymer contributes to a relatively high operating cost compared to surface wasting.

4.2 Alternatives Selected for Further Evaluation

The alternatives identified in Section 4.1 were reviewed by City personnel. The following sections detail the feedback from the City's personnel.

4.2.1 pH Control

The City prefers to implement all alternatives identified in Section 4.1.1 above for improving pH control. This includes upgrading the magnesium hydroxide system, adding a secondary effluent sodium hydroxide dosing system, and improving denitrification within the existing aeration basins to increase alkalinity recovery. Denitrification improvements will be implemented through two methods: 1) include addition of a flow meter and nitrate meter to minimize MLR pumping and optimize mixed liquor controls; and 2) install a baffle between the two diffuser zones in the aeration basins to allow tapered aeration.

4.2.2 Filament Control

The City noted a desire to continue periodic RAS chlorination for filament control. Therefore, a new permanent RAS chlorination system with improved control and ease of use will be installed. Moreover, the City's personnel requested additional analysis of the two remaining alternatives for filament control – surface wasting and polymer addition – prior to selecting an additional method of filament control at the WWTP.

4.3 Alternatives Evaluation for Additional Filament Control

An alternatives evaluation was performed to compare the two remaining alternatives for filament control – surface wasting versus polymer addition - along a variety of metrics.

4.3.1 Basis of Cost Estimates

All costs developed for evaluation of alternatives are in 2019 dollars. The capital costs reflect a Class 4 opinion of probable cost (applicable for 1% to 15% design) as defined by the Association for the Advancement of Cost Engineering (AACE) and have an expected accuracy range of -20% to +30%. Capital costs were developed using pricing from vendor quotes, comparison to construction cost data for similar project work, and RSMeans online construction cost data, and also include the following markups:

- 10% for mobilization, demobilization, temporary facilities, startup, and testing.
- 2.3% for bonds and insurance.
- 15% for contractor overhead and profit.
- 30% estimate contingency to cover necessary project elements not currently captured in the costs.
- 9.3% sales tax.
- 15% for design and bidding support.
- 10% for construction management.
- 2% for City legal and administrative costs.

- 20% for Owner's contingency to add scope to the project during construction and cover unforeseen conditions (this is reduced to 10% for improvements that are expected to be implemented by 2020).
- 1% for permit, inspection and review fees.

Annual operation and maintenance (O&M) costs were developed considering the average annual additional labor to operate and monitor the process improvements, electricity and chemicals necessary to run the process improvements, and associated maintenance (primarily replacement of parts). The annual O&M costs were converted to a 20-year net present value in 2019 dollars based on an assumed interest rate of 5% and inflation rate of 3% for an effective interest rate of 2%. The following assumptions were used to develop the O&M costs:

- Labor rate of $50 per hour.
- Electricity rate of $0.07 per kilowatt-hour.
- Maintenance cost at 2% per year of the equipment purchase price.
- Emulsion polymer cost of $8.00 per pound.

4.3.2 Criteria

Eight different criteria were used as metrics to compare the different alternatives: performance, reliability, proven technology, future expandability and flexibility, footprint, public perception, operations and maintenance cost, and capital costs. Different weights were applied to each category based on the importance of the criteria in decision making for the City.

4.3.2.1 Performance

This criterion considers if the improvement meets or exceeds the performance requirements and if there are performance benefits to other processes. A weight of 8% was applied to performance.

4.3.2.2 Reliability

Reliability considers redundancy, complexity, points-of-failure, and any known or historical issues. A weight of 12% was applied to this criterion.

4.3.2.3 Proven Technology

The City has expressed that it does not want to be a "guinea pig" in the implementation of new or less proven technologies. This criterion considers maturity of technology, number of installations, and any local track record. A 6% weight was used for this criterion.

4.3.2.4 Future Expandability and Flexibility

Future expandability and flexibility encompass how an improvement might serve the facility with regards to further expansion, modularity, and ability to meet future changes in projections and/or permit limits. The City does not want to select a technology or alternative that unnecessarily

limits future potential treatment modifications in the long run. This criterion was weighted at 15%.

4.3.2.5 Footprint

The existing site is space constrained, with a parking lot and apartments to the east, housing to the north and the west, and a park to the south. By minimizing footprint of improvements, there will be more space for other needs further down the road. This criterion is weighted at 8%.

4.3.2.6 Public Perception

Implementation of certain alternatives could negatively impact public perception, such as requiring use of space in the adjacent park, having greater odor potential than existing processes, increasing noise, or anything else that might be viewed negatively by the public. Conversely, some alternatives could positively impact public perception, such as higher effluent quality or availability of reclaimed water. This criterion was weighted at 7%.

4.3.2.7 Capital Costs

With any capital improvement, cost is one of the most important factors in decision making. The City is no exception, and capital costs were weighted at 22%. A summary of the capital costs associated with each alternative is provided in Table 4-1.

Table 4-1: Comparison of Capital Costs for the Alternatives for Filament Control

	Alternatives for Filament Control	
	Surface Wasting	**Polymer Addition**
Total Capital Cost	$400,000	$330,000

4.3.2.8 Operational Costs

Operational expenses are those incurred during the life of the improvement related to operation and maintenance. As shown in the summary of operational costs in Table 4-2 below, some of the alternatives evaluated are significantly more expensive to operate than others. Of note, the net present values (NPV) were calculated assuming a 20-year life cycle, and a 2% effective interest rate. The total NPV is the sum of the total capital cost from Table 4-1 and the total O&M NPV.

Table 4-2: Comparison of Operation & Maintenance Costs for the Alternatives for Filament Control

	Alternatives for Filament Control	
	Surface Wasting	**Polymer Addition**
Annual O&M Cost	$640	$30,264
Annual O&M Cost NPV	$10,000	$495,000
Total O&M NPV	$10,000	$495,000
Total NPV	$410,000	$825,000

4.3.3 Categorical Ratings

The following tables provide commentary on each of the non-cost criteria for each alternative evaluated for filament control, along with representative scoring that is reflective of the commentary with 1 being the worst score and 5 being the best possible score.

Table 4-3: Filament Control Alternative 1, Surface Wasting

Category	Rating	Comment
Performance	3	Physically captures and removes scum and foam, which yields removal of problematic bacteria, but limited to the one location at the mixed liquor channel. Could still see foam/scum in the clarifier due to biological activity. This process would be continuous. Should not have any adverse impact on thickening or dewatering processes.
Reliability	4	Simple physical process with no chemicals and limited moving parts (just the actuated gate).
Proven Technology	3	Has been proven to be effective at removing foam from locations where installed.
Future Expandability and Flexibility	4	Additional surface wasting locations could be added, such as in the aeration basins to deflect and capture foam in front of the effluent weirs.
Footprint	5	Small footprint and located below grade in an area that would likely not conflict with other current or potential future improvements.
Public Perception	4	Reduction in foam and scum would improve aesthetics of open clarifier tanks and may yield some minor reduction in odor.

Table 4-4: Filament Control Alternative 2, Polymer Addition

Category	Rating	Comment
Performance	3	Reduces foam at the location it is of greatest concern (secondary clarifiers), but does not physically remove problematic bacteria and performance is dependent on selection of the right polymer, providing the correct dose, and beginning dosing at the correct time. Impact on dewaterability of sludge is unknown. Does not impact scum. This process would be implemented as needed.
Reliability	3	Relatively simple process. Chemical reaction kinetics can change with weather, flow and sludge quality. If not dosed continuously, operator must be well aware as to when dosing will be necessary.
Proven Technology	3	Has been proven to be effective at controlling foam when using correct polymer type and dose.
Future Expandability and Flexibility	4	Can be expanded to additional clarifiers.
Footprint	4	Small footprint but would take up some space in the Facility Building that could otherwise be used for other process equipment or as shop space.
Public Perception	5	Reduction in foam would improve aesthetics of open clarifier tanks and may yield some minor reduction in odor.

4.3.4 Final Alternative Selection for Additional Filament Control

The final score for each alternative was based on the sum of the weighted scores. A summary of the scoring is provided in Table 4-5. The highest scoring alternative is the most favorable. For scoring costs, the lowest capital and O&M costs were given a score of 5 and the highest costs were given a score of 1 for each group of alternatives. For an alternative that fell between the highest and lowest costs, its score was based on its proximity to the lowest and highest costs.

Table 4-5: Weighted Score Summary

		Alternatives for Filament Control	
Category	**Weight**	**Surface Wasting**	**Polymer Addition**
Performance	8.0%	4.0	3.0
Reliability	12.0%	4.0	3.0
Proven Technology	6.0%	3.0	3.0
Future Expandability and Flexibility	15.0%	4.0	4.0
Footprint	8.0%	5.0	4.0
Public Perception	7.0%	4.0	5.0
O&M Cost	22.0%	5.00	1.00
Capital Cost	22.0%	5.00	4.15
Total	**100.0%**	**4.27**	**3.37**

Surface wasting has the highest score between the two filament control alternatives. It should be noted that these two alternatives are not exclusive of each other, meaning that both could be installed if desired. The City elected surface wasting as it has a much lower O&M cost, because it does not require chemicals, and is simpler and more reliable. The capital costs of the two alternatives are comparable. Another reason for surface wasting scoring higher is that polymer addition would only treat the symptom of the problem, and the problematic filaments would remain in the system.

Section 5: Recommended Plan

The recommended plan for addressing pH control and filament control is detailed within this section.

5.1 Selection of Improvements

The plan includes six project elements. Four of the project elements primarily target pH control and two elements primarily address filament control.

5.1.1 General Considerations

The following design considerations are applicable to the six project elements:

- Safety: Personnel shower and eyewash facilities will be near new chemical handling and storage.
- Freeze protection: Appropriate measures for freeze protection (e.g., heat tracing) will be included where appropriate, specifically small diameter chemical feed piping.
- Fire protection: Additional fire protection measures are not anticipated for the proposed pH and filament control upgrades.
- Flood protection: New chemical equipment will be located at least 2 ft above the 100-year flood elevation. The new MLR flow meter will be specified for underwater duty and the vault will be designed with a sump to facilitate quick removal of water from the vault after the flooding event.
- Minimizing impacts to nearby residents: Impacts to nearby residents are expected to be negligible. The proposed improvements are primarily equipment installation focused that would not require extensive demolition and construction actives. The proposed chemical feed upgrades are chemicals that are routinely delivered and used at the WWTP currently; hence, no change is anticipated.

5.1.2 Basis of Design for pH Control

The proposed approach to reliably maintaining the effluent pH of the Monroe WWTP is to implement targeted low-cost secondary treatment optimization improvements supported with chemical feed upgrades that assists stabilizing the secondary process and addresses final effluent pH reliability post-secondary treatment.

The proposed secondary treatment process improvements consist of:

- Optimize mixed liquor return to include both flow monitoring/adjustment related to process performance as measured by nitrate in the effluent mixed liquor channel of the aeration basins. This would include installing a below-grade vault east of the aeration basins to house a new flow meter on the MLR pipe and installing channel mounted nitrate sensors in the MLR channel. These improvements would give operators better

control over the MLR flow rate. Also, the improvements would enhance the effectiveness of the anoxic zone and reduce alkalinity consumption, which in turn stabilizes pH. See Figure 5-1 for a proposed location and layout of the mixed liquor return optimization.

- Install a fiberglass separation baffle in the center of the aeration basins to improve low oxygen operation in the second half of the effluent portion of the basin. This would result in improved biological alkalinity recovery. See Figure 5-2 for a proposed location and layout of the fiberglass baffles.

The proposed chemical feed upgrades consist of:

- Upgrade the existing magnesium hydroxide storage and feed system, and
- Install a permanent sodium hydroxide dosing system downstream of UV disinfection.

Magnesium hydroxide chemical feed system

Upgrading the magnesium hydroxide storage and feed system targets pH control prior to secondary treatment and is needed because of relatively low influent wastewater alkalinity required to support the secondary treatment process and therefore, maintain effluent pH within the future treatment standard.

The existing magnesium hydroxide feed system's deficiencies include: aging system; insufficient chemical storage capacity for future flows; lack of redundant chemical storage capacity; lack of an automated dose control; and most importantly, a metering system and feed piping that experiences issues with clogging and insufficient temperature control measures for cold weather conditions.

The proposed improvements for magnesium hydroxide feed include replacement of the bulk chemical storage and metering system located at the western end of the primary clarifiers. See Figure 5-3 for a proposed location and layout of the upgraded magnesium hydroxide system. Redundancy and reliability measures for the improvements include: two storage tanks with independent mixers and heating systems; two chemical feed pumps each sized for maximum month flows during the winter (approximately 1 gpm); and two chemical feed lines to the distribution box. Design dosing requirements were determined using Biowin. The design criteria for the upgraded magnesium hydroxide system to reliably maintain an effluent pH in the range of 6.7 to 9.0 standard units are included in Table 5-1 below.

Table 5-1: Design Criteria for Upgraded Magnesium Hydroxide System

Design Parameter	Design Criteria
Assumed % slurry of Mg(OH)2	60%
Mass flowrate of Mg(OH)2 at AAF	1,032 lbs/day
Pump flowrate (peaking factor of 3)	0.85 gpm
Storage capacity	Two 4,000-gallon tanks

Notes:

*Storage capacity is based upon calculation of 25 days at 2040 AAF and 20 days at 2040 MMF.

Sodium hydroxide chemical feed system

To provide stand-by effluent pH control, a new sodium hydroxide system is proposed to adjust pH downstream of the UV disinfection should it be needed during a secondary process upset. According to the WWTP's operators, adjustments for pH control using the existing magnesium hydroxide system located upstream in the process results in approximately a half-day lag time between the dosing location and the effluent pH meter. This would provide an additional safety factor to quickly address low pH issues with minimal lag time.

The supplemental sodium hydroxide dose would be injected downstream from the UV reactor into the effluent channel as needed. The following table provides the assumed effluent water quality and projected NaOH requirements to raise the WWTP's effluent pH from 6.7 to 7.0.

Table 5-2: Sodium Hydroxide Projected Feed Rates

Instream pH (units)	Initial Alkalinity (mg/L as $CaCO_3$)	TDS (mg/L)	Temperature (°C)	Downstream pH (units)	NaOH (mg/L)
6.7	50	130	12	7.0	7.8
6.7	50	330	12	7.0	7.5
6.7	50	130	24	7.0	6.7
6.7	50	330	24	7.0	6.3

Notes:

CaCo3 = calcium carbonate
°C = degrees Celsius

The proposed project would be designed to feed 25% NaOH which contains 2.66 lbs. of NaOH per gallon and freezes at approximately 6 degrees Fahrenheit (°F). By comparison, 50% NaOH freezes at approximately 54°F which presents a handling issue. Preliminary sodium hydroxide metering pump sizing assumes a peak hour WWTP effluent flow rate of 9.94 MGD (6,900 gpm) and a peak NaOH dose of 7.8 mg/L. The metering pump needs be able to pump 10.1 gallons per hour (gph). Table 5-2 provides the projected NaOH requirements assuming it is necessary to feed NaOH for a 24-hour period at an average dosing rate of 7.05 mg/L.

Table 5-3: Projected 24-Hour Sodium Hydroxide Requirements

Flow Condition	Flow Rate (MGD)	NaOH Dose (mg/L)	25% NaOH Required (gpd)
Average Day	2.20	7.05	49
Maximum Month	2.84	7.05	63
Maximum Day	4.55	7.05	101

If the pH excursion lasts no more than 24 hours, two 55-gallon drums of 25% NaOH would be adequate to raise the pH from 6.7 to 7.0 and provide a margin of safety in complying with the effluent pH requirements.

A smart digital metering pump such as a Grundfos DDA size for 7.5 gallons per hour (180 gpd) with a 1:3,000 turndown ratio is suitable for this application. NaOH could be injected into the UV effluent pipeline just prior to discharge into the effluent channel. The 90-degree bend will assist in mixing NaOH with the wastewater effluent. The chemical reaction should be nearly instantaneous, allowing representative pH monitoring at the effluent pump station downstream.

See Figure 5-4 for a proposed location and layout of the sodium hydroxide system.

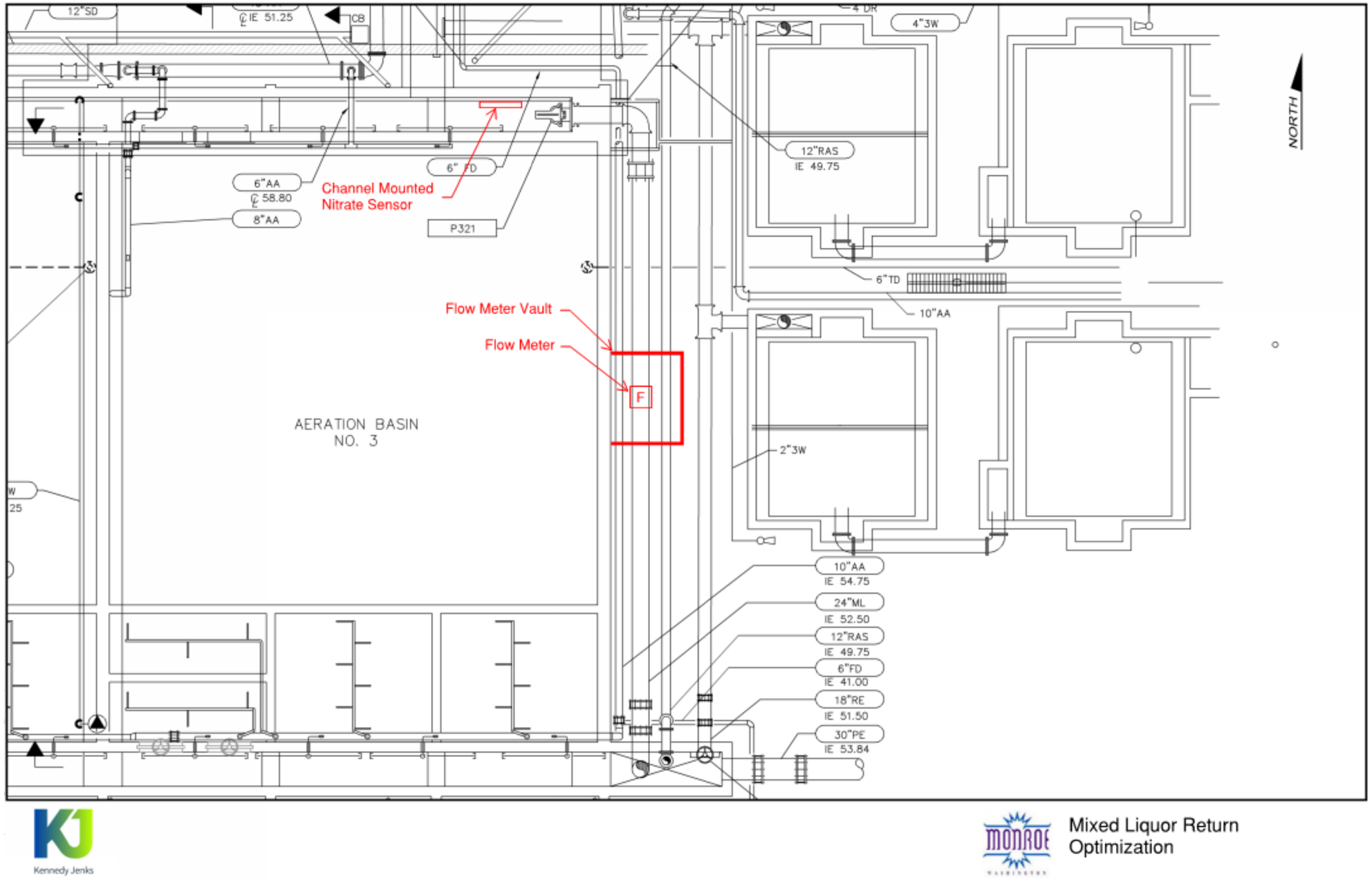

Figure 5-1: Mixed Liquor Return Optimization

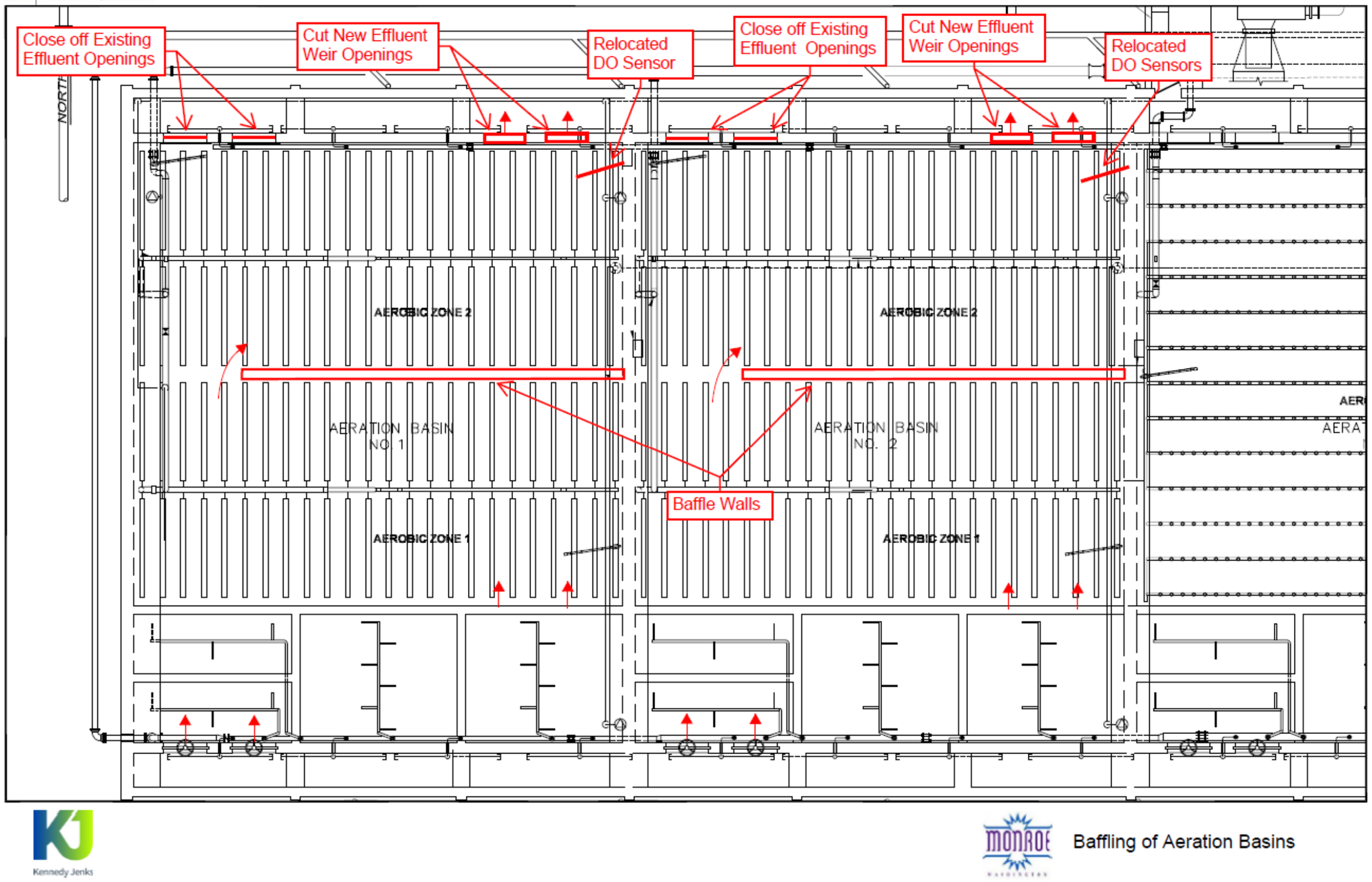

Figure 5-2: Baffling of Aeration Basins

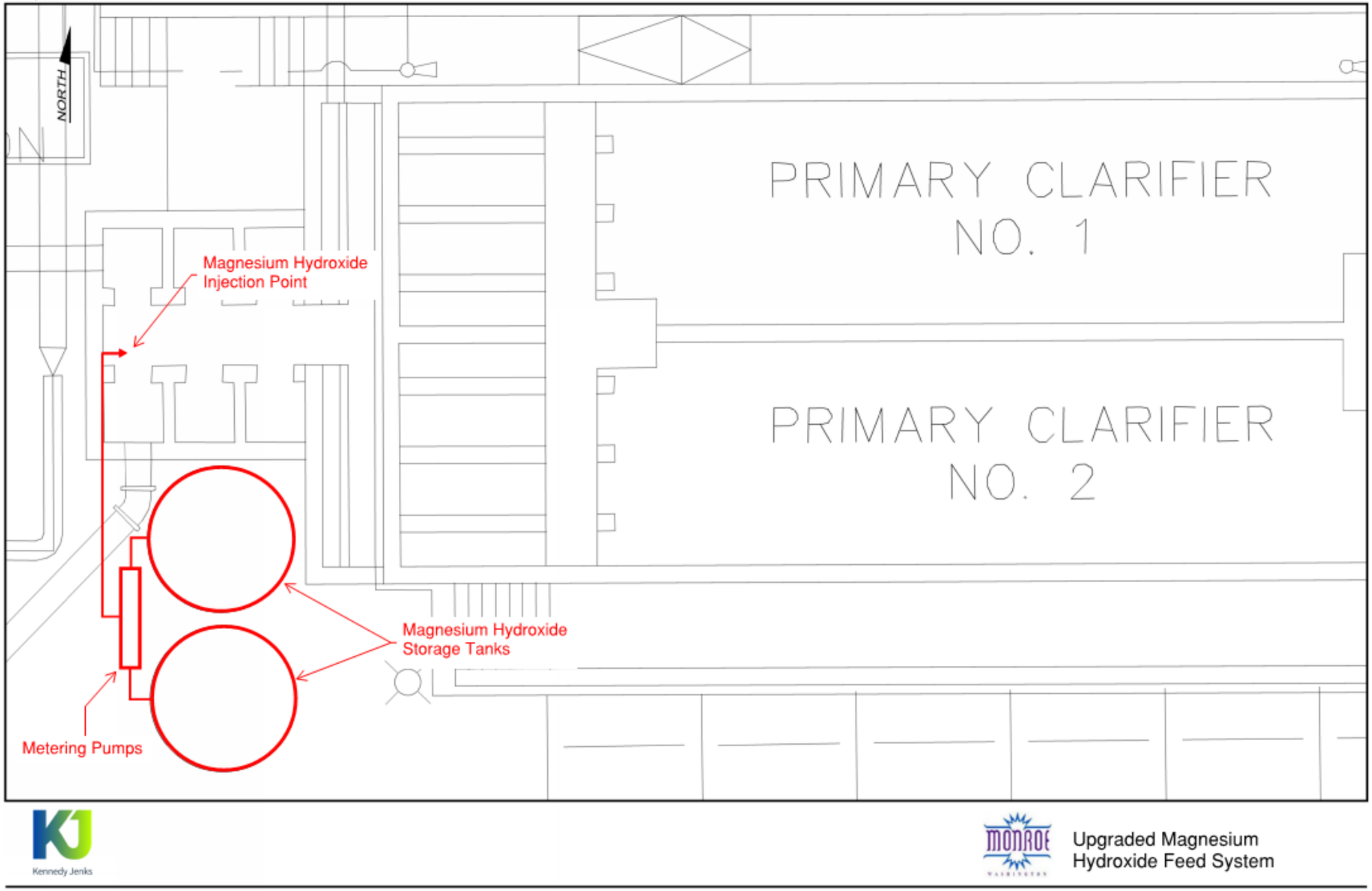

Figure 5-3: Upgraded Magnesium Hydroxide Feed System

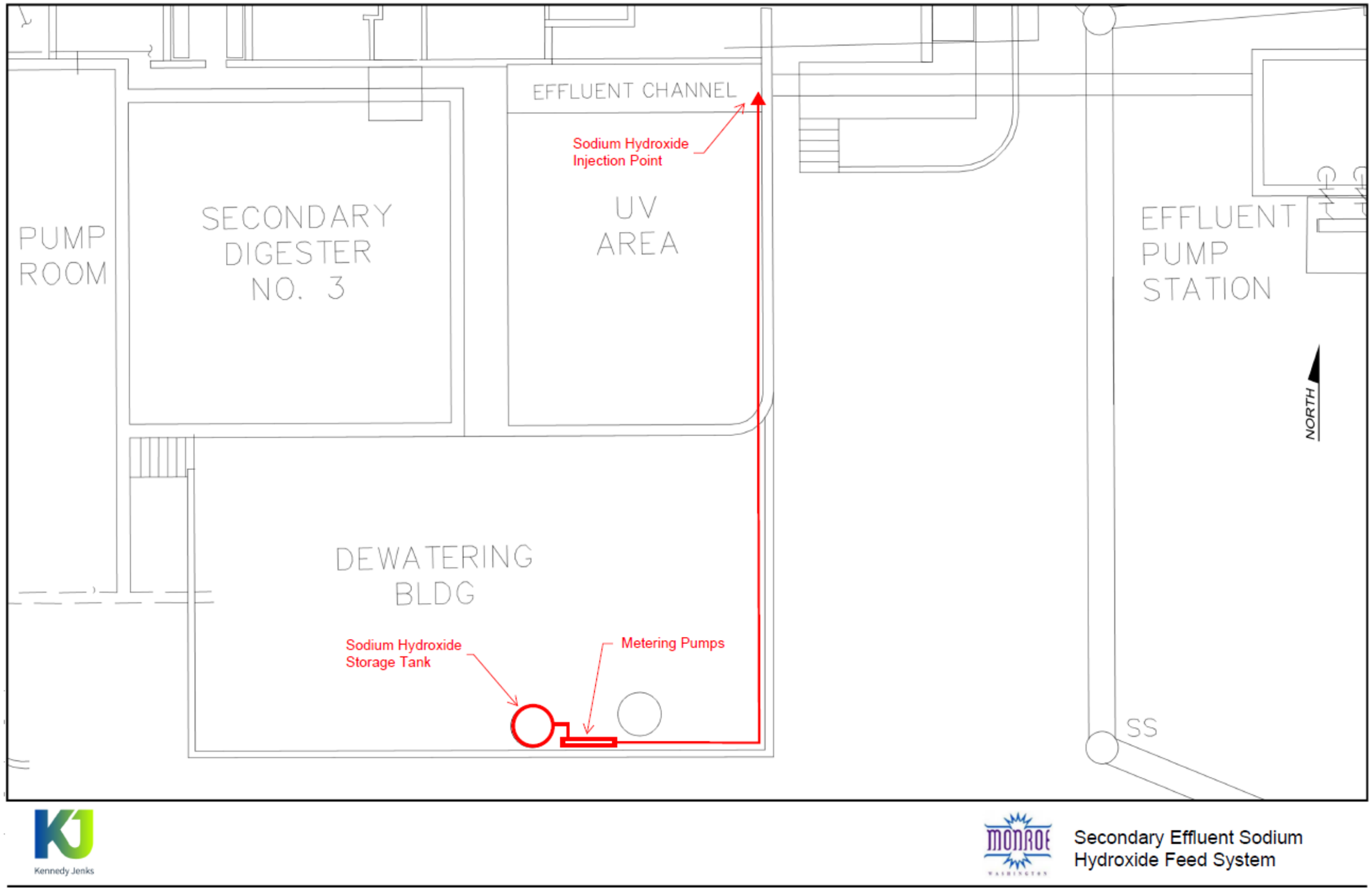

Figure 5-4: Secondary Effluent Sodium Hydroxide Feed System

5.1.3 Basis of Design for Filament Control

Filament control allows for improved secondary clarifier performance, as well as improved sludge quality. The two methods selected by the City's personnel during the alternatives evaluation process include: permanent RAS chlorination system and a surface wasting system.

The first method of filament control is aimed at transitioning from a temporary method of RAS chlorination to a permanent method utilizing improved dose control. This improvement includes: providing a permanent sodium hypochlorite tote storage area in the shop/storage room of the Facility Building; and installing a chemical metering assembly adjacent to the tote storage area. See Figure 5-5 for a proposed location and layout of the permanent RAS chlorination system. The metering system will control dosing into the WAS pump discharge line to limit the growth of filamentous organisms. Dosing will be the same concentration (typically 2 to 8 lbs of chlorine per 1,000 lbs of mixed liquor suspended solids) as utilized in the existing temporary system and dosing will occur on an as-needed basis based upon the operating data, especially during seasonal shifts.

The second method of filament control targets physical removal of undesirable filaments. This improvement will reduce the quantity of filamentous organisms in the secondary treatment process by selectively wasting filamentous organisms (such as MP) that are more buoyant than other organisms. This improvement includes installation of a below-grade vault and an automated weir to divert MLR channel flow to the WAS pump station. See Figure 5-6 for a proposed location and layout of the surface wasting system.

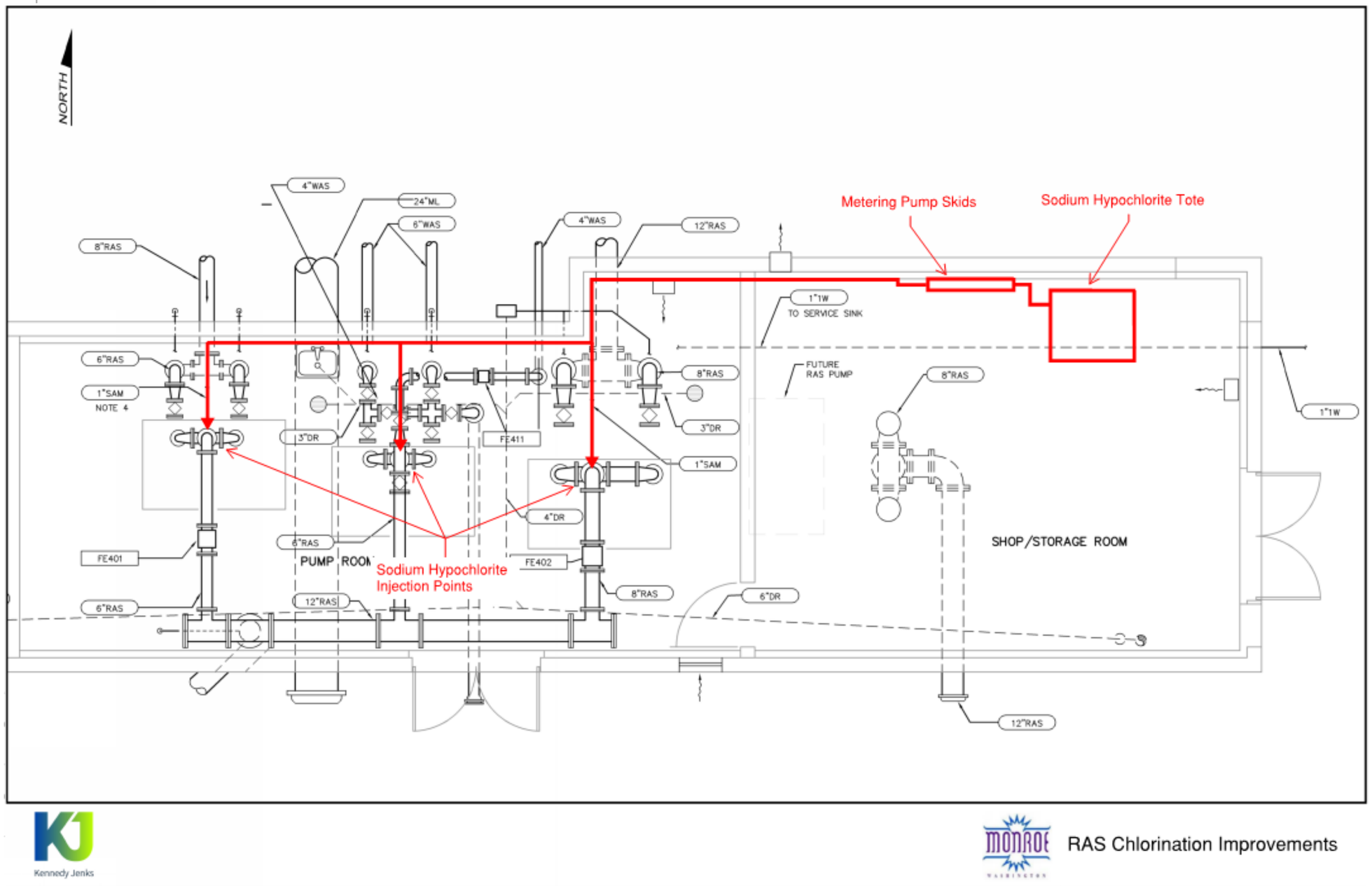

Figure 5-5: RAS Chlorination Improvements

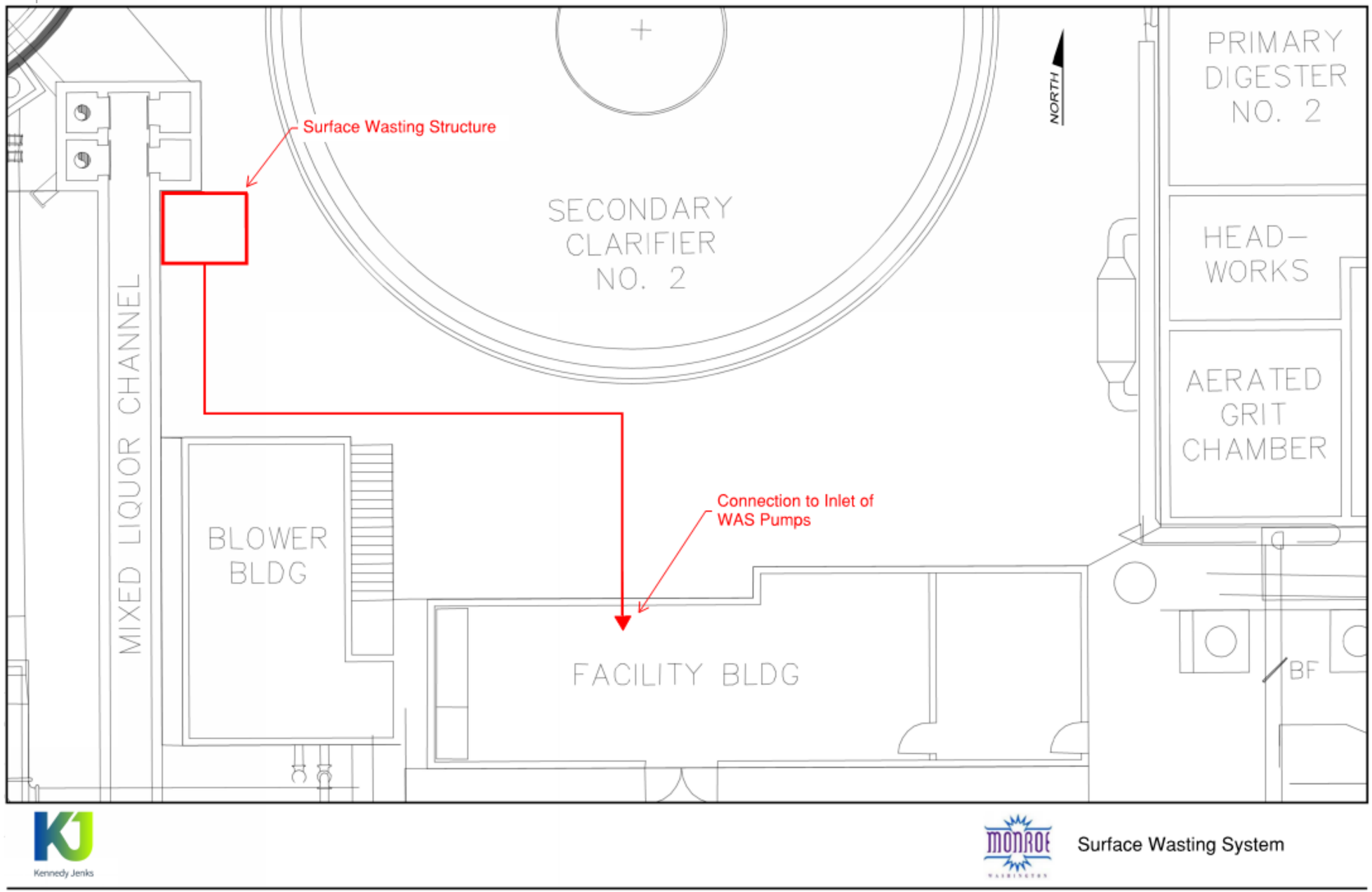

Figure 5-6: Surface Wasting System

5.1.4 Summary of Improvements

The six project elements for addressing pH control and filament control are summarized in Table 5-4. The estimated total project cost for addressing pH and filament control is $1,760,000 (2020 dollars), while the additional annual O&M costs for fully addressing pH and filament control are $14,490/year. Figure 5-7 provides an overview of the locations of the six project elements to address pH and filament within the WWTP. The project cost reflects a Class 4 opinion of probable cost (applicable for 1% to 15% design) with an expected accuracy range of -20% to +30%.

The estimated life cycle cost for this project is $2,050,000 based on 2020 dollars.

Table 5-4: Project and Operations and Maintenance Costs for Six Project Elements Addressing pH and Filament Controls

Project Element	Project Cost (2020 Dollars)	Additional Operations and Maintenance Cost ($/yr, 2020 Dollars)
Mixed Liquor Return Optimization	$320,000	$990
Baffling of Aeration Basins	$350,000	$660
Upgraded Mg(OH)2 Feed System	$270,000	$0
Secondary Effluent NaOH Feed System	$270,000	$3,730
Permanent RAS Chlorination	$140,000	$8,450
Surface Wasting System	$410,000	$660

The detailed Opinion of Probable Construction Costs (OPCC) are included in Appendix F.

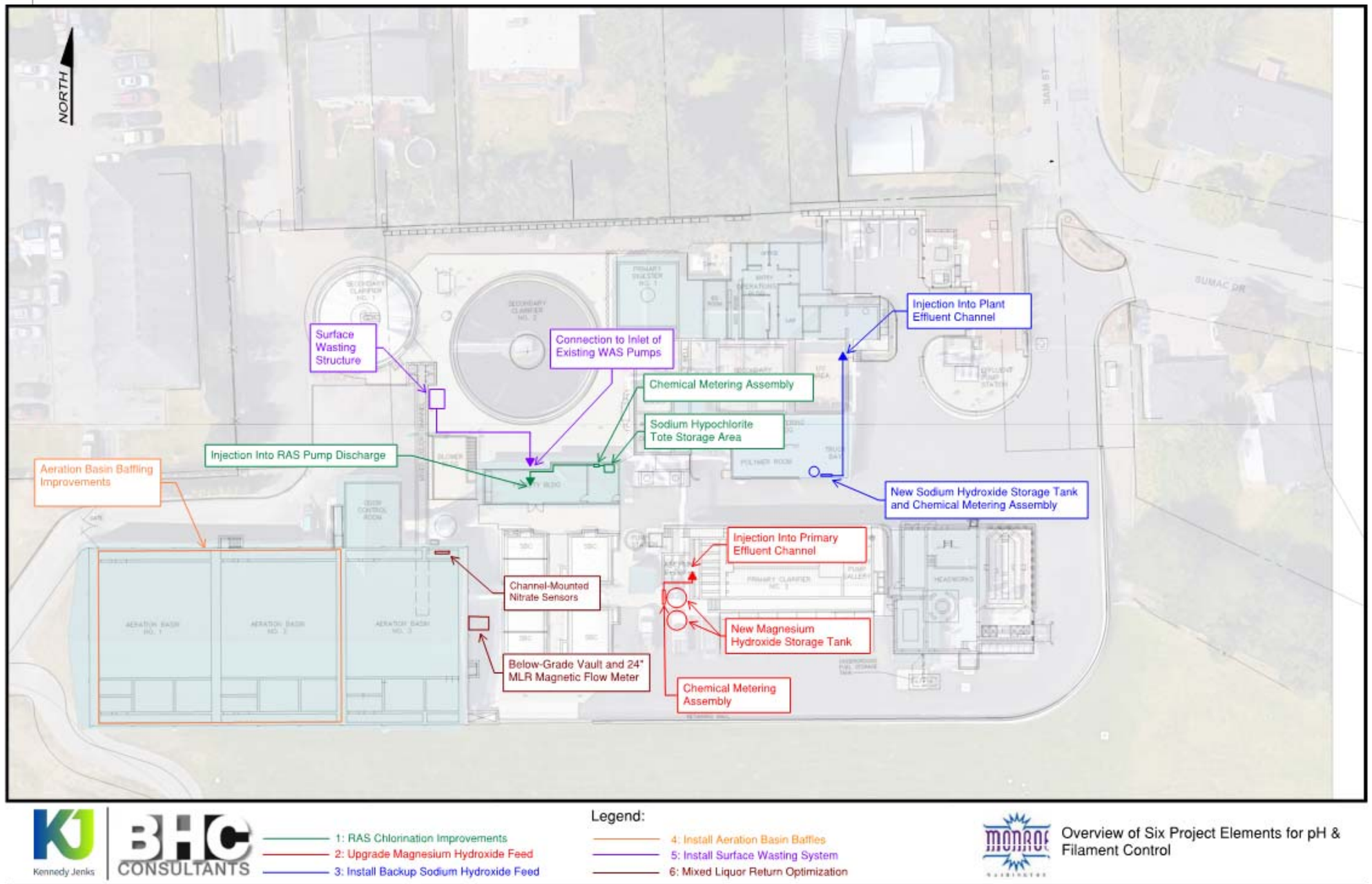

Figure 5-7: Overview of Six Project Elements for pH and Filament Control

5.2 Regulatory, Economic, and Operational Restrictions

This section intends to identify any remaining regulatory, economic, and operational considerations or restrictions as follows:

- Regulatory: The Team does not anticipate additional regulatory considerations beyond existing requirements. The proposed project elements will be in compliance with any applicable state or local water quality management plan or any such plan adopted pursuant to the federal Water Pollution Control Act as amended. As noted in Section 1.5, a SEPA checklist is not included in this Report as the project elements are considered maintenance activities and minor alterations aimed at addressing pH and filament control to meet the more stringent NPDES permit limits. The City does not intend to seek EPA funding for this project.
- Economic: The City intends to fund this project primarily through existing reserves and revenue generated from the rates and fees. The City does not intend to seek grants, federal loans, or state loans for this project.
- Operational: The City does not anticipate additional staffing requirements for this project. Additional sample collection and testing may be included to ensure NPDES permit compliance but not beyond the capabilities of existing personnel. The staffing and testing requirements of the WWTP are further detailed in the 2015 Utility Plan.

5.3 Implementation Schedule

To ensure compliance with the NPDES permit, the implementation schedule for this project is anticipated to proceed as follows:

- Q4 2019: Submission of draft Engineering Report to Ecology
- Q4 2020: Submission of Plans and Specifications to Ecology
- Q1 2021-Q4 2022: Preparation of bid documents, bidding process, selection of Contractor and construction
- Q4 2022: Completion of construction and installation of facilities and equipment necessary to maintain compliance with final effluent limits for pH. Submission to Ecology of a Declaration of Construction of Water Pollution Control.

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United States Environmental Protection Agency. 1974. *Design Criteria for Mechanical, Electric, and Fluid System and Component Reliability* [EPA-430-99-74-001]. Washington, D.C.: Office of Water Program Operations, United States Environmental Protection Agency.

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Appendix A

Monroe WWTP NPDES WA0020486 Final Permit (20181128)

Issuance Date: November 28, 2018
Effective Date: December 1, 2018
Expiration Date: November 30, 2023

National Pollutant Discharge Elimination System Waste Discharge Permit No. WA0020486

State of Washington
DEPARTMENT OF ECOLOGY
Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008-5452

In compliance with the provisions of
The State of Washington Water Pollution Control Law
Chapter 90.48 Revised Code of Washington
and
The Federal Water Pollution Control Act
(The Clean Water Act)
Title 33 United States Code, Section 1342 et seq.

CITY OF MONROE
806 West Main Street
Monroe, WA 98272

is authorized to discharge in accordance with the Special and General Conditions that follow.

Plant Location: 522 South Sams Street Monroe, WA 98272	**Receiving Water:** Skykomish River
Treatment Type: Activated Sludge	**Discharge Location:** Latitude: 47.844501 Longitude: -121.974614

Rachel McCrea

Rachel McCrea
Water Quality Section Manager
Northwest Regional Office
Washington State Department of Ecology

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Summary of Permit Report Submittals

Refer to the Special and General Conditions of this permit for additional submittal requirements.

Permit Section	Submittal	Frequency	First Submittal Date
S3.A	Discharge Monitoring Report (DMR)	Monthly	January 15, 2019
S3.A	Discharge Monitoring Report (DMR)	Quarterly	April 15, 2019
S3.A	Permit Renewal Application Monitoring Data	Annual	January 15, 2020
S3.A	DMR - Priority Pollutant Data - Single Sample Data	Annual	January 15, 2020
S3.F	Reporting Permit Violations	As necessary	
S4.B	Plans for Maintaining Adequate Capacity	As necessary	
S4.D	Notification of New or Altered Sources	As necessary	
S5.F	Bypass Notification	As necessary	
S5.G	Operations and Maintenance Manual Update	As necessary	
S6.E	Industrial User Survey	1/permit cycle	December 31, 2022
S8.A	Effluent Mixing Report	1/permit cycle	December 31, 2021
S9	Outfall Evaluation	1/permit cycle	December 31, 2022
S10.A	Acute Toxicity Effluent Test Results	2/permit cycle	April 15, 2022 October 15, 2022
S11.A	Chronic Toxicity Effluent Test Results	2/permit cycle	April 15, 2022 October 15, 2022
S12	Engineering Report	1/permit cycle	December 31, 2019
S12	Plans and Specifications	1/permit cycle	December 31, 2020
S12	Declaration of Construction of Water Pollution Control Facilities	1/permit cycle	December 31, 2022
S13	Application for Permit Renewal	1/permit cycle	December 31, 2022
G1	Notice of Change in Authorization	As necessary	
G4	Reporting Planned Changes	As necessary	
G5	Engineering Report for Construction or Modification Activities	As necessary	
G7	Notice of Permit Transfer	As necessary	
G10	Duty to Provide Information	As necessary	
G20	Compliance Schedules	As necessary	
G21	Contract Submittal	As necessary	

Special Conditions

S1. Discharge limits

S1.A. Effluent limits

All discharges and activities authorized by this permit must comply with the terms and conditions of this permit. The discharge of any of the following pollutants more frequently than, or at a level in excess of, that identified and authorized by this permit violates the terms and conditions of this permit.

Beginning on the effective date of this permit, the Permittee may discharge treated domestic wastewater to the Skykomish River at the permitted location subject to compliance with the following limits:

Effluent Limits: Outfall 001 Latitude: 47.844501, Longitude: -121.974614		
Parameter	**Average Monthly [a]**	**Average Weekly [b]**
Biochemical Oxygen Demand (5-day) (BOD_5)	30 milligrams/liter (mg/L) 711 pounds/day (lbs/day) 85% removal of influent BOD5	45 mg/L 1066 lbs/day
Total Suspended Solids (TSS)	30 mg/L 711 lbs/day 85% removal of influent TSS	45 mg/L 1066 lbs/day
Parameter	**Minimum**	**Maximum**
pH – INTERIM LIMIT [c]	6.0 standard units	9.0 standard units
pH – FINAL LIMIT [d]	6.7 standard units	9.0 standard units
Parameter	**Monthly Geometric Mean**	**Weekly Geometric Mean**
Fecal Coliform Bacteria [e]	100/100 milliliter (mL)	200/100 mL

a	Average monthly effluent limit means the highest allowable average of daily discharges over a calendar month. To calculate the discharge value to compare to the limit, you add the value of each daily discharge measured during a calendar month and divide this sum by the total number of daily discharges measured. See footnote c for fecal coliform calculations.
b	Average weekly discharge limit means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week. See footnote c for fecal coliform calculations.
c	Interim limits for pH will apply from the effective date of the permit through December 31, 2022.
d	Final limits for pH will be effective as of January 1, 2023.
e	Ecology provides directions to calculate the monthly and the weekly geometric mean in publication No. 04-10-020, Information Manual for Treatment Plant Operators available at: https://fortress.wa.gov/ecy/publications/SummaryPages/0410020.html

S1.B. Mixing zone authorization

Mixing zone for Outfall 001

The following paragraphs define the maximum boundaries of the mixing zones:

Chronic mixing zone

The width of the chronic mixing zone is limited to a distance of 81 feet. The length of the chronic mixing zone extends 100 feet upstream and 301feet downstream of the outfall. The mixing zone extends from the bottom to the top of the water column. The concentration of pollutants at the edge of the chronic zone must meet chronic aquatic life criteria and human health criteria.

Acute mixing zone

The width of the acute mixing zone is limited to the most restrictive of the following: 10 feet upstream and 30.1 feet downstream of the outfall, or 2.5% of the river flow. The mixing zone extends from the bottom to the top of the water column. The concentration of pollutants at the edge of the acute zone must meet acute aquatic life criteria.

Available Dilution (dilution factor)	
Acute Aquatic Life Criteria	8.0
Chronic Aquatic Life Criteria	16.8
Human Health Criteria - Carcinogen	16.8
Human Health Criteria - Non-carcinogen	16.8

S2. Monitoring requirements

S2.A. Monitoring schedule

The Permittee must monitor in accordance with the following schedule and the requirements specified in Appendix A.

Parameter	Units & Speciation	Minimum Sampling Frequency	Sample Type
(1) Wastewater influent			
Wastewater Influent means the raw sewage flow from the collection system into the treatment facility. Sample the wastewater entering the headworks of the treatment plant excluding any side-stream returns from inside the plant.			
Biochemical Oxygen Demand (BOD_5)	mg/L	3/week	24-hour composite [1]
Biochemical Oxygen Demand (BOD_5)	lbs/day	3/week	Calculated [2]
Total Suspended Solids (TSS)	mg/L	3/week	24-hour composite
Total Suspended Solids (TSS)	lbs/day	3/week	Calculated
(2) Final wastewater effluent			
Final Wastewater Effluent means wastewater exiting the last treatment process or operation. Typically, this is after or at the exit from the chlorine contact chamber or other disinfection process.			
Flow	MGD	Continuous [3]	Metered/recorded
BOD_5	mg/L	3/week	24-hour composite
BOD_5	lbs/day	3/week	Calculated
BOD_5	% removal [4]	1/month	Calculated
TSS	mg/L	3/week	24-hour composite
TSS	lbs/day	3/week	Calculated
TSS	% removal	1/month	Calculated
Fecal Coliform [5]	# /100 ml	3/week	Grab [6]
pH [7]	Standard Units	Daily	Grab

Parameter	Units & Speciation	Minimum Sampling Frequency	Sample Type
Temperature [8]	Degrees centigrade (°C)	Continuous	Measurement
7-DAD Max Temperature [9]	°C	Daily	Calculated
(3) Whole effluent toxicity testing – final wastewater effluent			
Acute Toxicity Testing	See Section S10	2/permit cycle	24-hour composite
Chronic Toxicity Testing	See Section S11	2/permit cycle	24-hour composite
(5) Effluent characterization – final wastewater effluent			
Total Phosphorus	mg/L as P	Quarterly [10]	24-hour composite
Soluble Reactive Phosphorus	mg/L as P	Quarterly	24-hour composite
Total Ammonia	mg/L as N	Quarterly	24-hour composite
Nitrate plus Nitrite Nitrogen	mg/L as N	Quarterly	24-hour composite
Total Kjeldahl Nitrogen (TKN)	mg/L as N	Quarterly	24-hour composite
(6) Permit renewal application requirements – final wastewater effluent			
The Permittee must record and report the wastewater treatment plant flow discharged on the day it collects the sample for priority pollutant testing with the discharge monitoring report.			
Dissolved Oxygen	mg/L	Once per year	Grab
Oil and Grease	mg/L	Once per year	Grab
Total Dissolved Solids	mg/L	Once per year	24-hour composite
Total Hardness	mg/L	Once per year	24-hour composite
Cyanide	micrograms/liter (µg/L)		Grab
Total Phenolic Compounds	µg/L		Grab
Priority Pollutants (PP) – Total Metals	µg/L; nanograms (ng/L) for mercury	Once per year	24-hour composite Grab for mercury
PP – Volatile Organic Compounds	µg/L	Once per year	Grab
PP – Acid-extractable Compounds	µg/L	Once per year	24-hour composite
PP – Base-neutral Compounds	µg/L	Once per year	24-hour composite

1	24-hour composite means a series of individual samples collected over a 24-hour period into a single container, and analyzed as one sample.
2	Calculated means figured concurrently with the respective sample, using the following formula: Concentration (in mg/L) X Flow (in MGD) X Conversion Factor (8.34) = lbs/day
3	Continuous means uninterrupted except for brief lengths of time for calibration, power failure, or unanticipated equipment repair or maintenance. The time interval for the associated data logger must be no greater than 30 minutes.
4	% removal = $\frac{\text{Influent concentration (mg/L)} - \text{Effluent concentration (mg/L)}}{\text{Influent concentration (mg/L)}} \times 100$ Calculate the percent (%) removal of BOD_5 and TSS using the above equation.
5	Report a numerical value for fecal coliforms following the procedures in Ecology's *Information Manual for Wastewater Treatment Plant Operators*, Publication Number 04-10-020 available at: http://www.ecy.wa.gov/programs/wq/permits/guidance.html . Do not report a result as too numerous to count (TNTC).
6	Grab means an individual sample collected over a fifteen (15)-minute, or less, period.
7	Report the daily pH and the minimum and maximum for the monitoring period.
8	The Permittee must determine and report a daily maximum from half-hour measurements in a 24-hour period. Continuous monitoring instruments must achieve an accuracy of 0.2°C and the Permittee must verify accuracy annually.
9	Calculate a 7-DAD Max for each day by averaging each days maximum temperature value with the daily maximum temperatures of the three (3) days prior and the three (3) days after that specific date.
10	Quarterly sampling periods are January through March, April through June, July through September, and October through December. The Permittee must begin quarterly monitoring for the quarter beginning on January 1, 2019, and submit results by April 15, 2019.

S2.B. Sampling and analytical procedures

Samples and measurements taken to meet the requirements of this permit must represent the volume and nature of the monitored parameters. The Permittee must conduct representative sampling of any unusual discharge or discharge condition, including bypasses, upsets, and maintenance-related conditions that may affect effluent quality.

Sampling and analytical methods used to meet the monitoring requirements specified in this permit must conform to the latest revision of the *Guidelines Establishing Test Procedures for the Analysis of Pollutants* contained in 40 CFR Part 136 (or as applicable in 40 CFR subchapters N [Parts 400–471] or O [Parts 501-503]) unless otherwise specified in this permit . Ecology may only specify alternative methods for parameters without permit limits and for those parameters without an EPA approved test method in 40 CFR Part 136.

S2.C. Flow measurement and continuous monitoring devices

The Permittee must:

1. Select and use appropriate flow measurement and continuous monitoring devices and methods consistent with accepted scientific practices.
2. Install, calibrate, and maintain these devices to ensure the accuracy of the measurements is consistent with the accepted industry standard, the manufacturer's recommendation, and approved O&M manual procedures for the device and the wastestream.
3. Calibrate continuous monitoring instruments weekly unless it can demonstrate a longer period is sufficient based on monitoring records. The Permittee:
    a. May calibrate apparatus for continuous monitoring of dissolved oxygen by air calibration.
    b. Must calibrate continuous pH measurement instruments using a grab sample analyzed in the lab with a pH meter calibrated with standard buffers and analyzed within 15 minutes of sampling.
    c. Must calibrate continuous chlorine measurement instruments using a grab sample analyzed in the laboratory within 15 minutes of sampling.
4. Calibrate flow-monitoring devices at a minimum frequency of at least one calibration per year.
5. Maintain calibration records for at least three years.

S2.D. Laboratory accreditation

The Permittee must ensure that all monitoring data required by Ecology for permit specified parameters is prepared by a laboratory registered or accredited under the provisions of chapter 173-50 WAC, *Accreditation of Environmental Laboratories*. Flow, temperature, settleable solids, conductivity, pH, and internal process control parameters are exempt from this requirement. The Permittee must obtain accreditation for conductivity and pH if it must receive accreditation or registration for other parameters.

S3. Reporting and recording requirements

The Permittee must monitor and report in accordance with the following conditions. Falsification of information submitted to Ecology is a violation of the terms and conditions of this permit.

S3.A. Discharge monitoring reports

The first monitoring period begins on the effective date of the permit (unless otherwise specified). The Permittee must:

1. Summarize, report, and submit monitoring data obtained during each monitoring period on the electronic discharge monitoring report (DMR) form provided by Ecology within the Water Quality Permitting Portal. Include data for each of the parameters tabulated in Special Condition S2 and as required by the form. Report a value for each day sampling occurred (unless specifically exempted in the permit) and for the summary values (when applicable) included on the electronic form.
2. Ensure that DMRs are electronically submitted no later than the dates specified below, unless otherwise specified in this permit.
3. The Permittee must also submit an electronic copy of the laboratory report as an attachment using WQWebDMR. The contract laboratory reports must also include information on the chain of custody, QA/QC results, and documentation of accreditation for the parameter.
4. Submit DMRs for parameters with the monitoring frequencies specified in S2 (monthly, quarterly, annual, etc.) at the reporting schedule identified below. The Permittee must:
   a. Submit **monthly** DMRs by the 15th day of the following month.
   b. Submit **quarterly DMRs**, unless otherwise specified in the permit, by the 15th day of the month following the monitoring period. Quarterly sampling periods are January through March, April through June, July through September, and October through December. The Permittee must submit the first quarterly DMR on April 15, 2019 for the quarter beginning on January 1, 2019.
   c. Submit **annual DMRs**, unless otherwise specified in the permit, by January 15 for the previous calendar year. The annual sampling period is the calendar year.
5. Enter the “No Discharge” reporting code for an entire DMR, for a specific monitoring point, or for a specific parameter as appropriate, if the Permittee did not discharge wastewater or a specific pollutant during a given monitoring period.

6. Report single analytical values below detection as "less than the detection level (DL)" by entering < followed by the numeric value of the detection level (e.g. < 2.0) on the DMR. If the method used did not meet the minimum DL and quantitation level (QL) identified in the permit, report the actual QL and DL in the comments or in the location provided.
7. Report single analytical values between the detection level (DL) and the quantitation level (QL) by entering the estimated value, the code for estimated value/below quantitation limit (j) and any additional information in the comments. Submit a copy of the laboratory report as an attachment using WQWebDMR.
8. Not report zero for bacteria monitoring. Report as required by the laboratory method.
9. Calculate and report an arithmetic average value for each day for bacteria if multiple samples were taken in one day.
10. Calculate the geometric mean values for bacteria (unless otherwise specified in the permit) using:
    a. The reported numeric value for all bacteria samples measured above the detection value except when it took multiple samples in one day. If the Permittee takes multiple samples in one day it must use the arithmetic average for the day in the geometric mean calculation.
    b. The detection value for those samples measured below detection.
11. Report the test method used for analysis in the comments if the laboratory used an alternative method not specified in the permit and as allowed in Appendix A OR S2.
12. Calculate average values and calculated total values (unless otherwise specified in the permit) using:
    a. The reported numeric value for all parameters measured between the detection value and the quantitation value for the sample analysis.
    b. One-half the detection value (for values reported below detection) if the lab detected the parameter in another sample from the same monitoring point for the reporting period.
    c. Zero (for values reported below detection) if the lab did not detect the parameter in another sample for the reporting period.
13. Report single-sample grouped parameters (for example: priority pollutants, PAHs, pulp and paper chlorophenolics, TTOs) on the WQWebDMR form and include: sample date, concentration detected, detection limit (DL) (as necessary), and laboratory quantitation level (QL) (as necessary).

S3.B. Permit submittals and schedules

The Permittee must use the Water Quality Permitting Portal – Permit Submittals application (unless otherwise specified in the permit) to submit all other written permit-required reports by the date specified in the permit.

When another permit condition requires submittal of a paper (hard-copy) report, the Permittee must ensure that it is postmarked or received by Ecology no later than the dates specified by this permit. Send these paper reports to Ecology at:

Water Quality Permit Coordinator
Washington State Department of Ecology
Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008-5452

S3.C. Records retention

The Permittee must retain records of all monitoring information for a minimum of three (3) years. Such information must include all calibration and maintenance records and all original recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit. The Permittee must extend this period of retention during the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by Ecology.

S3.D. Recording of results

For each measurement or sample taken, the Permittee must record the following information:

1. The date, exact place, method, and time of sampling or measurement.
2. The individual who performed the sampling or measurement.
3. The dates the analyses were performed.
4. The individual who performed the analyses.
5. The analytical techniques or methods used.
6. The results of all analyses.

S3.E. Additional monitoring by the Permittee

If the Permittee monitors any pollutant more frequently than required by Special Condition S2 of this permit, then the Permittee must include the results of such monitoring in the calculation and reporting of the data submitted in the Permittee's DMR unless otherwise specified by Special Condition S2.

S3.F. Reporting permit violations

The Permittee must take the following actions when it violates or is unable to comply with any permit condition:

1. Immediately take action to stop, contain, and cleanup unauthorized discharges or otherwise stop the noncompliance and correct the problem.

2. If applicable, immediately repeat sampling and analysis. Submit the results of any repeat sampling to Ecology within thirty (30) days of sampling.

a. Immediate reporting

The Permittee must **immediately** report to Ecology and the Local Health Jurisdiction (at the numbers listed below), all:

- Failures of the disinfection system.
- Collection system overflows.
- Plant bypasses resulting in a discharge.
- Any other failures of the sewage system (pipe breaks, etc).

Northwest Regional Office	425-649-7000
Snohomish Health District	425-339-5252
Snohomish Health District	425-339-5295 (after hours)

Additionally, for any sanitary sewer overflow (SSO) that discharges to a municipal separate storm sewer system (MS4), the Permittee must notify the appropriate MS4 owner or operator.

b. Twenty-four-hour reporting

The Permittee must report the following occurrences of noncompliance by telephone, to Ecology at the telephone numbers listed above, within 24 hours from the time the Permittee becomes aware of any of the following circumstances:

1. Any noncompliance that may endanger health or the environment, unless previously reported under immediate reporting requirements.
2. Any unanticipated bypass that causes an exceedance of an effluent limit in the permit (See Part S5.F, "Bypass Procedures").
3. Any upset that causes an exceedance of an effluent limit in the permit (See G.15, "Upset").
4. Any violation of a maximum daily or instantaneous maximum discharge limit for any of the pollutants in Section S1.A of this permit.
5. Any overflow prior to the treatment works, whether or not such overflow endangers health or the environment or exceeds any effluent limit in the permit.

c. Report within five days

The Permittee must also submit a written report within five days of the time that the Permittee becomes aware of any reportable event under subparts a or b, above. The report must contain:

1. A description of the noncompliance and its cause.
2. The period of noncompliance, including exact dates and times.

3. The estimated time the Permittee expects the noncompliance to continue if not yet corrected.
4. Steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
5. If the noncompliance involves an overflow prior to the treatment works, an estimate of the quantity (in gallons) of untreated overflow.

d. Waiver of written reports

Ecology may waive the written report required in subpart c, above, on a case-by-case basis upon request if the Permittee has submitted a timely oral report.

e. All other permit violation reporting

The Permittee must report all permit violations, which do not require immediate or within 24 hours reporting, when it submits monitoring reports for S3.A ("Reporting"). The reports must contain the information listed in subpart c, above. Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with the terms and conditions of this permit or the resulting liability for failure to comply.

S3.G. Other reporting

a. Spills of oil or hazardous materials

The Permittee must report a spill of oil or hazardous materials in accordance with the requirements of RCW 90.56.280 and chapter 173-303-145. You can obtain further instructions at the following website: http://www.ecy.wa.gov/programs/spills/other/reportaspill.htm .

b. Failure to submit relevant or correct facts

Where the Permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to Ecology, it must submit such facts or information promptly.

S3.H. Maintaining a copy of this permit

The Permittee must keep a copy of this permit at the facility and make it available upon request to Ecology inspectors.

S4. Facility loading

S4.A. Design criteria

The flows or waste loads for the permitted facility must not exceed the following design criteria:

Maximum Month Design Flow (MMDF)	2.84 MGD
BOD_5 Influent Loading for Maximum Month	6,090 lbs/day
TSS Influent Loading for Maximum Month	5,940 lbs/day

S4.B. Plans for maintaining adequate capacity

a. Conditions triggering plan submittal

The Permittee must submit a plan and a schedule for continuing to maintain capacity to Ecology when:

1. The actual flow or waste load reaches 85 percent of any one of the design criteria in S4.A for three consecutive months.
2. The projected plant flow or loading would reach design capacity within five years.

b. Plan and schedule content

The plan and schedule must identify the actions necessary to maintain adequate capacity for the expected population growth and to meet the limits and requirements of the permit. The Permittee must consider the following topics and actions in its plan.

1. Analysis of the present design and proposed process modifications
2. Reduction or elimination of excessive infiltration and inflow of uncontaminated ground and surface water into the sewer system
3. Limits on future sewer extensions or connections or additional waste loads
4. Modification or expansion of facilities
5. Reduction of industrial or commercial flows or waste loads

Engineering documents associated with the plan must meet the requirements of WAC 173-240-060, "Engineering Report," and be approved by Ecology prior to any construction.

S4.C. Duty to mitigate

The Permittee must take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

S4.D. Notification of new or altered sources

1. The Permittee must submit written notice to Ecology whenever any new discharge or a substantial change in volume or character of an existing discharge into the wastewater treatment plant is proposed which:
   a. Would interfere with the operation of, or exceed the design capacity of, any portion of the wastewater treatment plant.
   b. Is not part of an approved general sewer plan or approved plans and specifications.
   c. Is subject to pretreatment standards under 40 CFR Part 403 and Section 307(b) of the Clean Water Act.

2. This notice must include an evaluation of the wastewater treatment plant's ability to adequately transport and treat the added flow and/or waste load, the quality and volume of effluent to be discharged to the treatment plant, and the anticipated impact on the Permittee's effluent [40 CFR 122.42(b)].

S5. Operation and maintenance

The Permittee must at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances), which are installed to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes keeping a daily operation logbook (paper or electronic), adequate laboratory controls, and appropriate quality assurance procedures. This provision of the permit requires the Permittee to operate backup or auxiliary facilities or similar systems only when the operation is necessary to achieve compliance with the conditions of this permit.

S5.A. Certified operator

This permitted facility must be operated by an operator certified by the state of Washington for at least a Class III plant. This operator must be in responsible charge of the day-to-day operation of the wastewater treatment plant. An operator certified for at least a Class II plant must be in charge during all regularly scheduled shifts.

S5.B. Operation and maintenance program

The Permittee must:

1. Institute an adequate operation and maintenance program for the entire sewage system.
2. Keep maintenance records on all major electrical and mechanical components of the treatment plant, as well as the sewage system and pumping stations. Such records must clearly specify the frequency and type of maintenance recommended by the manufacturer and must show the frequency and type of maintenance performed.
3. Make maintenance records available for inspection at all times.

S5.C. Short-term reduction

The Permittee must schedule any facility maintenance, which might require interruption of wastewater treatment and degrade effluent quality, during non-critical water quality periods and carry this maintenance out according to the approved O&M manual or as otherwise approved by Ecology.

If a Permittee contemplates a reduction in the level of treatment that would cause a violation of permit discharge limits on a short-term basis for any reason, and such reduction cannot be avoided, the Permittee must:

1. Give written notification to Ecology, if possible, thirty (30) days prior to such activities.

2. Detail the reasons for, length of time of, and the potential effects of the reduced level of treatment.

This notification does not relieve the Permittee of its obligations under this permit.

S5.D. Electrical power failure

The Permittee must ensure that adequate safeguards prevent the discharge of untreated wastes or wastes not treated in accordance with the requirements of this permit during electrical power failure at the treatment plant and/or sewage lift stations. Adequate safeguards include, but are not limited to, alternate power sources, standby generator(s), or retention of inadequately treated wastes.

The Permittee must maintain Reliability Class II (EPA 430-99-74-001) at the wastewater treatment plant. Reliability Class II requires a backup power source sufficient to operate all vital components and critical lighting and ventilation during peak wastewater flow conditions. Vital components used to support the secondary processes (i.e., mechanical aerators or aeration basin air compressors) need not be operable to full levels of treatment, but must be sufficient to maintain the biota.

S5.E. Prevent connection of inflow

The Permittee must strictly enforce its sewer ordinances and not allow the connection of inflow (roof drains, foundation drains, etc.) to the sanitary sewer system.

S5.F. Bypass procedures

A bypass is the intentional diversion of waste streams from any portion of a treatment facility. This permit prohibits all bypasses except when the bypass is for essential maintenance, as authorized in special condition S5.F.1, or is approved by Ecology as an anticipated bypass following the procedures in S5.F.2.

1. Bypass for essential maintenance without the potential to cause violation of permit limits or conditions.

   This permit allows bypasses for essential maintenance of the treatment system when necessary to ensure efficient operation of the system. The Permittee may bypass the treatment system for essential maintenance only if doing so does not cause violations of effluent limits. The Permittee is not required to notify Ecology when bypassing for essential maintenance. However the Permittee must comply with the monitoring requirements specified in special condition S2.B.

2. Anticipated bypasses for non-essential maintenance

   Ecology may approve an anticipated bypass under the conditions listed below. This permit prohibits any anticipated bypass that is not approved through the following process.

a. If a bypass is for non-essential maintenance, the Permittee must notify Ecology, if possible, at least ten (10) days before the planned date of bypass. The notice must contain:

- A description of the bypass and the reason the bypass is necessary.
- An analysis of all known alternatives which would eliminate, reduce, or mitigate the potential impacts from the proposed bypass.
- A cost-effectiveness analysis of alternatives.
- The minimum and maximum duration of bypass under each alternative.
- A recommendation as to the preferred alternative for conducting the bypass.
- The projected date of bypass initiation.
- A statement of compliance with SEPA.
- A request for modification of water quality standards as provided for in WAC 173-201A-410, if an exceedance of any water quality standard is anticipated.
- Details of the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

b. For probable construction bypasses, the Permittee must notify Ecology of the need to bypass as early in the planning process as possible. The Permittee must consider the analysis required above during the project planning and design process. The project-specific engineering report as well as the plans and specifications must include details of probable construction bypasses to the extent practical. In cases where the Permittee determines the probable need to bypass early, the Permittee must continue to analyze conditions up to and including the construction period in an effort to minimize or eliminate the bypass.

c. Ecology will determine if the Permittee has met the conditions of special condition S5.F.2 a and b and consider the following prior to issuing a determination letter, an administrative order, or a permit modification as appropriate for an anticipated bypass:

- If the Permittee planned and scheduled the bypass to minimize adverse effects on the public and the environment.
- If the bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. “Severe property damage” means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.
- If feasible alternatives to the bypass exist, such as:
  - The use of auxiliary treatment facilities.

- Retention of untreated wastes.
- Stopping production.
- Maintenance during normal periods of equipment downtime, but not if the Permittee should have installed adequate backup equipment in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance.
- Transport of untreated wastes to another treatment facility.

S5.G. Operations and maintenance (O&M) manual

a. O&M manual submittal and requirements

The Permittee must:

1. Review the O&M Manual at least annually.
2. Submit to Ecology for review substantial changes or updates to the O&M Manual whenever it incorporates them into the manual.
3. Keep the approved O&M Manual at the permitted facility.
4. Follow the instructions and procedures of this manual.

b. O&M manual components

In addition to the requirements of WAC 173-240-080(1) through (5), the O&M Manual must be consistent with the guidance in Table G1-3 in the *Criteria for Sewage Works Design* (Orange Book), 2008. The O&M Manual must include:

1. Emergency procedures for cleanup in the event of wastewater system upset or failure.
2. A review of system components which if failed could pollute surface water or could impact human health. Provide a procedure for a routine schedule of checking the function of these components.
3. Wastewater system maintenance procedures that contribute to the generation of process wastewater.
4. Reporting protocols for submitting reports to Ecology to comply with the reporting requirements in the discharge permit.
5. Any directions to maintenance staff when cleaning or maintaining other equipment or performing other tasks which are necessary to protect the operation of the wastewater system (for example, defining maximum allowable discharge rate for draining a tank, blocking all floor drains before beginning the overhaul of a stationary engine).
6. The treatment plant process control monitoring schedule.
7. Minimum staffing adequate to operate and maintain the treatment processes and carry out compliance monitoring required by the permit.

S6. Pretreatment

S6.A. General requirements

The Permittee must work with Ecology to ensure that all commercial and industrial users of the publicly owned treatment works (POTW) comply with the pretreatment regulations in 40 CFR Part 403 and any additional regulations that the Environmental Protection Agency (U.S. EPA) may promulgate under Section 307(b) (pretreatment) and 308 (reporting) of the Federal Clean Water Act.

S6.B. Duty to enforce discharge prohibitions

1. Under federal regulations (40 CFR 403.5(a) and (b)), the Permittee must not authorize or knowingly allow the discharge of any pollutants into its POTW which may be reasonably expected to cause pass through or interference, or which otherwise violate general or specific discharge prohibitions contained in 40 CFR Part 403.5 or WAC 173-216-060.
2. The Permittee must not authorize or knowingly allow the introduction of any of the following into their treatment works:
   a. Pollutants which create a fire or explosion hazard in the POTW (including, but not limited to waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21).
   b. Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0, or greater than 11.0 standard units, unless the works are specifically designed to accommodate such discharges.
   c. Solid or viscous pollutants in amounts that could cause obstruction to the flow in sewers or otherwise interfere with the operation of the POTW.
   d. Any pollutant, including oxygen-demanding pollutants, (BOD_5, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.
   e. Petroleum oil, non-biodegradable cutting oil, or products of mineral origin in amounts that will cause interference or pass through.
   f. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity which may cause acute worker health and safety problems.
   g. Heat in amounts that will inhibit biological activity in the POTW resulting in interference but in no case heat in such quantities such that the temperature at the POTW headworks exceeds 40 degrees Centigrade (104 degrees Fahrenheit) unless Ecology, upon request of the Permittee, approves, in writing, alternate temperature limits.
   h. Any trucked or hauled pollutants, except at discharge points designated by the Permittee.

i. Wastewaters prohibited to be discharged to the POTW by the Dangerous Waste Regulations (chapter 173-303 WAC), unless authorized under the Domestic Sewage Exclusion (WAC 173-303-071).

3. The Permittee must also not allow the following discharges to the POTW unless approved in writing by Ecology:

   a. Noncontact cooling water in significant volumes.

   b. Stormwater and other direct inflow sources.

   c. Wastewaters significantly affecting system hydraulic loading, which do not require treatment, or would not be afforded a significant degree of treatment by the system.

4. The Permittee must notify Ecology if any industrial user violates the prohibitions listed in this section (S6.B), and initiate enforcement action to promptly curtail any such discharge.

S6.C. Wastewater discharge permit required

The Permittee must:

1. Establish a process for authorizing non-domestic wastewater discharges that ensures all SIUs in all tributary areas meet the applicable state waste discharge permit (SWDP) requirements in accordance with chapter 90.48 RCW and chapter 173-216 WAC.

2. Immediately notify Ecology of any proposed discharge of wastewater from a source, which may be a significant industrial user (SIU) [see fact sheet definitions or refer to 40 CFR 403.3(v)(i)(ii)].

3. Require all SIUs to obtain a SWDP from Ecology prior to accepting their non-domestic wastewater, or require proof that Ecology has determined they do not require a permit.

4. Require the documentation as described in S6.C.3 at the earliest practicable date as a condition of continuing to accept non-domestic wastewater discharges from a previously undiscovered, currently discharging and unpermitted SIU.

5. Require sources of non-domestic wastewater, which do not qualify as SIUs but merit a degree of oversight, to apply for a SWDP and provide it a copy of the application and any Ecology responses.

6. Keep all records documenting that its users have met the requirements of S6.C.

S6.D. Identification and reporting of existing, new, and proposed industrial users

1. The Permittee must take continuous, routine measures to identify all existing, new, and proposed SIUs and potential significant industrial users (PSIUs) discharging or proposing to discharge to the Permittee's sewer system (see **Appendix C** of the fact sheet for definitions).

2. Within 30 days of becoming aware of an unpermitted existing, new, or proposed industrial user who may be a significant industrial user (SIU), the Permittee must notify such user by registered mail that, if classified as an SIU, they must apply to Ecology and obtain a State Waste Discharge Permit. The Permittee must send a copy of this notification letter to Ecology within this same 30-day period.
3. The Permittee must also notify all Potential SIUs (PSIUs), as they are identified, that if their classification should change to an SIU, they must apply to Ecology for a State Waste Discharge Permit within 30 days of such change.

S6.E. Industrial user survey

The Permittee must complete an industrial user survey listing all SIUs and potential significant industrial users (PSIUs) discharging to the POTW. The Permittee must submit the survey to Ecology by December 31, 2022. At a minimum, the Permittee must develop the list of SIUs and PSIUs by means of a telephone book search, a water utility billing records search, and a physical reconnaissance of the service area. Information on PSIUs must include, at a minimum, the business name, telephone number, address, description of the industrial process(s), and the known wastewater volumes and characteristics.

For industrial users for which there are potentially significant non-domestic discharges, the Permittee must obtain and include in the report the minimum information described in the paragraph above for PSIUs.

S7. Solid wastes

S7.A. Solid waste handling

The Permittee must handle and dispose of all solid waste material in such a manner as to prevent its entry into state ground or surface water.

S7.B. Leachate

The Permittee must not allow leachate from its solid waste material to enter state waters without providing all known, available, and reasonable methods of treatment, nor allow such leachate to cause violations of the State Surface Water Quality Standards, Chapter 173-201A WAC, or the State Ground Water Quality Standards, Chapter 173-200 WAC.

S8. Mixing study

S8.A. General requirements

The Permittee must

1. Update the Effluent Mixing Zone Study (Cosmopolitan, 2009). Submit a Plan of Study to Ecology for review by December 31, 2020, prior to initiation of the effluent mixing study.
2. Use the Guidance for Conducting Mixing Zone Analyses (Appendix C of Ecology's *Permit Writer's Manual*, 2015) and the protocols identified in S8.C.

3. Include the results of the effluent mixing study in the Effluent Mixing Report and submit it to Ecology for approval by December 31, 2021.
4. If the results of the mixing study, toxicity tests, and chemical analysis indicate that the concentration of any pollutant(s) exceeds or has a reasonable potential to exceed the state water quality standards, chapter 173-201A WAC, Ecology may modify this permit to impose effluent limits to meet the water quality standards.

S8.B. Reporting requirements

The mixing zone study must include:

1. A statement confirming that AKART has been applied to the discharge.
2. A description of the size of the mixing zone allowed under WAC 173-201A.
3. An analysis showing how mixing zones have been minimized based on using the lowest dilution from hydraulic limitation, width limitations, distance limitation and that predicted by the model.
4. A clear description of the critical conditions used for dilution factors:
   a. For ambient freshwater (unidirectional flow) use 7Q10 flows for acute, chronic and non-carcinogen pollutants, and harmonic flow for carcinogens.
   b. Generally, use depth of outfall at 7Q10 flows for rivers. For assessing human health in freshwater, depths of outfall should be established at the applicable flow (e.g. harmonic mean flow or 30Q5 flows).
   c. For unidirectional flow use centerline dilution factor for acute and chronic conditions, and flux average for human health dilution factors.
5. Diffuser information:
   a. Location, orientation, description and dimension of diffusers and ports.
   b. Port elevation above bottom and the depth of the diffuser/port below water surface based on 7Q10 flow for rivers.
   c. Plan view maps showing the mixing zone size and dimensions in relation to the diffuser.
   d. Schematic of waterbody cross-section, showing channel width, depth, and diffuser location in relation to shoreline and bottom.
   e. Report on the integrity of the diffuser and the ports being modeled.
6. Discharge characteristics:
   a. Existing and projected maximum daily, maximum monthly average, and annual average flows.
   b. Discharge density (temperature and salinity).
7. Ambient water characteristics:
   a. Critical stream flow statistics (7Q10, 30Q5, harmonic flow).
   b. Velocity profile in the vicinity of the diffuser.

c. Manning's roughness coefficient, if used.

d. Available information regarding background concentrations of chemical substances in the receiving water for which there are criteria in chapter 173-201A WAC.

8. Model selection and results:

a. Model selection and application discussion. Consider model applicability to single or multiport diffuser, opposing port configuration, submerged, surface or above-surface discharge, buoyant or non-buoyant discharge, and potential plume attachment to boundaries.

b. Description of mixing and plume dynamics (nearfield, farfield, tidal buildup/reflux).

c. Sensitivity analysis.

d. Calibration to empirical data (tracer studies), if applicable.

e. Provide model output and summary table of results.

S8.C. Protocols

The Permittee must determine the dilution ratio using protocols outlined in the following references, approved modifications thereof, or by another method approved by Ecology:

1. Doneker, R.L. and G.H. Jirka, *CORMIX User Manual: A Hydrodynamic Mixing Zone Model and Decision Support System for Pollutant Discharges into Surface Waters*, EPA-823-K-07-001, Dec. 2007. http://www.mixzon.com/downloads/.

   A complete list of general reference for CORMIX is at: http://www.cormix.info/references.php

2. Frick, W.E., Roberts, P.J.W., Davis, L.R., Keyes, D.J., Baumgartner, George, K.P. 2003. *Dilution Models for Effluent Discharges, 4th Edition (Visual Plumes)*. Ecosystems Research Div., USEPA, Athens, GA, USA.

3. Ecology, Water Quality Program, *Permit Writer's Manual*. 2015. Washington State Department of Ecology. Publication No. 92-109, Revised January 2015. https://fortress.wa.gov/ecy/publications/summarypages/92109.html.

4. Ecology, Guidance for conducting mixing zone analysis (Appendix C, Water Quality Program *Permit Writer's Manual*. 2015). https://fortress.wa.gov/ecy/publications/summarypages/92109.html.

5. Kilpatrick, F.A., and E.D. Cobb, *Measurement of Discharge Using Tracers, Chapter A16, Techniques of Water-Resources Investigations of the USGS*, Book 3, Application of Hydraulics, USGS, U.S. Department of the Interior, Reston, VA, 1985.

6. Wilson, J.F., E.D. Cobb, and F.A. Kilpatrick, *Fluorometric Procedures for Dye Tracing, Chapter A12. Techniques of Water-Resources Investigations of the USGS*, Book 3, Application of Hydraulics, USGS, U.S. Department of the Interior, Reston, VA, 1986.

S9. Outfall evaluation

The Permittee must inspect the submerged portion of the outfall line and diffuser to document its integrity and continued function. If conditions allow for a photographic verification, the Permittee must include such verification in the report. By December 31, 2022, the Permittee must submit the inspection report to Ecology through the Water Quality Permitting Portal – Permit Submittals application.

The inspector must at a minimum:

- Assess the physical condition of the outfall pipe, diffuser, and associated couplings.
- Determine the extent of sediment accumulation in the vicinity of the diffuser.
- Ensure diffuser ports are free of obstructions and are allowing uniform flow.
- Confirm physical location (latitude/longitude) of the diffuser section of the outfall.
- Assess physical condition of anchors used to secure the outfall pipe and diffuser sections.

S10. Acute toxicity

S10.A. Testing when there is no permit limit for acute toxicity

The Permittee must:

1. Conduct acute toxicity testing on final effluent two times, during the following quarters:
   a. January - March 2022.
   b. July - September 2022.
2. Conduct acute toxicity testing on a series of at least five concentrations of effluent, including 100% effluent and a control.
3. Use each of the following species and protocols for each acute toxicity test:

Acute Toxicity Tests	Species	Method
Fathead minnow 96-hour static-renewal test	*Pimephales promelas*	EPA-821-R-02-012
Daphnid 48-hour static test	*Ceriodaphnia dubia, Daphnia pulex,* or *Daphnia magna*	EPA-821-R-02-012

4. Submit the results electronically to Ecology using the Water Quality Permitting Portal – Permit Submittals application by April 15, 2022, and October 15, 2022.

S10.B. Sampling and reporting requirements

1. The Permittee must submit all reports for toxicity testing in accordance with the most recent version of Ecology Publication No. WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria*. Reports must contain toxicity data, bench sheets, and reference toxicant results for test methods. In addition, the Permittee must submit toxicity test data in electronic format (CETIS export file preferred) for entry into Ecology's database.

2. The Permittee must collect 24-hour composite effluent samples for toxicity testing. The Permittee must cool the samples to 0 - 6 degrees Celsius during collection and send them to the lab immediately upon completion. The lab must begin the toxicity testing as soon as possible but no later than 36 hours after sampling was completed.
3. The laboratory must conduct water quality measurements on all samples and test solutions for toxicity testing, as specified in the most recent version of Ecology Publication No. WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria*.
4. All toxicity tests must meet quality assurance criteria and test conditions specified in the most recent versions of the EPA methods listed in Subsection C and the Ecology Publication No. WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria*. If Ecology determines any test results to be invalid or anomalous, the Permittee must repeat the testing with freshly collected effluent.
5. The laboratory must use control water and dilution water meeting the requirements of the EPA methods listed in Section A or pristine natural water of sufficient quality for good control performance.
6. The Permittee must conduct whole effluent toxicity tests on an unmodified sample of final effluent.
7. The Permittee may choose to conduct a full dilution series test during compliance testing in order to determine dose response. In this case, the series must have a minimum of five effluent concentrations and a control. The series of concentrations must include the acute critical effluent concentration (ACEC). The ACEC equals 12.5% effluent.
8. All whole effluent toxicity tests, effluent screening tests, and rapid screening tests that involve hypothesis testing must comply with the acute statistical power standard of 29% as defined in WAC 173-205-020. If the test does not meet the power standard, the Permittee must repeat the test on a fresh sample with an increased number of replicates to increase the power.

S11. Chronic toxicity

S11.A. Testing when there is no permit limit for chronic toxicity

The Permittee must:

1. Conduct chronic toxicity testing on final effluent during the following two quarters:
   a. January - March 2022.
   b. July - September 2022.

2. Conduct chronic toxicity testing on a series of at least five concentrations of effluent and a control. This series of dilutions must include the acute critical effluent concentration (ACEC). The ACEC equals 12.5% effluent. The series of dilutions should also contain the CCEC of 6.0% effluent.
3. Compare the ACEC to the control using hypothesis testing at the 0.05 level of significance as described in Appendix H, EPA/600/4-89/001.
4. Submit the results electronically to Ecology using the Water Quality Permitting Portal – Permit Submittals application by April 15, 2022, and October 15, 2022.
5. Perform chronic toxicity tests with all of the following species and the most recent version of the following protocols:

Freshwater Chronic Test	Species	Method
Fathead minnow survival and growth	*Pimephales promelas*	EPA-821-R-02-013
Water flea survival and reproduction	*Ceriodaphnia dubia*	EPA-821-R-02-013

S11.B. Sampling and reporting requirements

1. The Permittee must submit all reports for toxicity testing in accordance with the most recent version of Ecology Publication No. WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria*. Reports must contain toxicity data, bench sheets, and reference toxicant results for test methods. In addition, the Permittee must submit toxicity test data in electronic format (CETIS export file preferred) for entry into Ecology's database.
2. The Permittee must collect 24-hour composite effluent samples for toxicity testing. The Permittee must cool the samples to 0 - 6 degrees Celsius during collection and send them to the lab immediately upon completion. The lab must begin the toxicity testing as soon as possible but no later than 36 hours after sampling was completed.
3. The laboratory must conduct water quality measurements on all samples and test solutions for toxicity testing, as specified in the most recent version of Ecology Publication No. WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria*.
4. All toxicity tests must meet quality assurance criteria and test conditions specified in the most recent versions of the EPA methods listed in Section C and the Ecology Publication no. WQ-R-95-80, *Laboratory Guidance and Whole Effluent Toxicity Test Review Criteria*. If Ecology determines any test results to be invalid or anomalous, the Permittee must repeat the testing with freshly collected effluent.
5. The laboratory must use control water and dilution water meeting the requirements of the EPA methods listed in Subsection C or pristine natural water of sufficient quality for good control performance.
6. The Permittee must conduct whole effluent toxicity tests on an unmodified sample of final effluent.

7. The Permittee may choose to conduct a full dilution series test during compliance testing in order to determine dose response. In this case, the series must have a minimum of five effluent concentrations and a control. The series of concentrations must include the CCEC and the ACEC. The CCEC and the ACEC may either substitute for the effluent concentrations that are closest to them in the dilution series or be extra effluent concentrations. The CCEC equals 6.0% effluent. The ACEC equals 12.5% effluent.
8. All whole effluent toxicity tests that involve hypothesis testing must comply with the chronic statistical power standard of 39% as defined in WAC 173-205-020. If the test does not meet the power standard, the Permittee must repeat the test on a fresh sample with an increased number of replicates to increase the power.

S12. Compliance schedule

By the dates tabulated below, the Permittee must complete the following tasks:

	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**
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**
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**

For engineering documents, the Permittee must submit an electronic copy and one half-size paper copy to Ecology at the address listed in Special Condition S3.B.

S13. Application for permit renewal or modification for facility changes

The Permittee must submit an application for renewal of this permit by **December 31, 2022.**

The Permittee must also submit a new application or addendum at least one hundred eighty (180) days prior to commencement of discharges, resulting from the activities listed below, which may result in permit violations. These activities include any facility expansions, production increases, or other planned changes, such as process modifications, in the permitted facility.

General Conditions

G1. Signatory requirements

1. All applications submitted to Ecology must be signed and certified.
   a. In the case of corporations, by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:
      - A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or
      - The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

   b. In the case of a partnership, by a general partner.

   c. In the case of sole proprietorship, by the proprietor.

   d. In the case of a municipal, state, or other public facility, by either a principal executive officer or ranking elected official.

   Applications for permits for domestic wastewater facilities that are either owned or operated by, or under contract to, a public entity shall be submitted by the public entity.

2. All reports required by this permit and other information requested by Ecology must be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
   a. The authorization is made in writing by a person described above and submitted to Ecology.

   b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)

3. Changes to authorization. If an authorization under paragraph G1.2, above, is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph G1.2, above, must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative.
4. Certification. Any person signing a document under this section must make the following certification:

   "I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

G2. Right of inspection and entry

The Permittee must allow an authorized representative of Ecology, upon the presentation of credentials and such other documents as may be required by law:

1. To enter upon the premises where a discharge is located or where any records must be kept under the terms and conditions of this permit.
2. To have access to and copy, at reasonable times and at reasonable cost, any records required to be kept under the terms and conditions of this permit.
3. To inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, methods, or operations regulated or required under this permit.
4. To sample or monitor, at reasonable times, any substances or parameters at any location for purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act.

G3. Permit actions

This permit may be modified, revoked and reissued, or terminated either at the request of any interested person (including the Permittee) or upon Ecology's initiative. However, the permit may only be modified, revoked and reissued, or terminated for the reasons specified in 40 CFR 122.62, 40 CFR 122.64 or WAC 173-220-150 according to the procedures of 40 CFR 124.5.

1. The following are causes for terminating this permit during its term, or for denying a permit renewal application:
   a. Violation of any permit term or condition.
   b. Obtaining a permit by misrepresentation or failure to disclose all relevant facts.
   c. A material change in quantity or type of waste disposal.

d. A determination that the permitted activity endangers human health or the environment, or contributes to water quality standards violations and can only be regulated to acceptable levels by permit modification or termination.

e. A change in any condition that requires either a temporary or permanent reduction, or elimination of any discharge or sludge use or disposal practice controlled by the permit.

f. Nonpayment of fees assessed pursuant to RCW 90.48.465.

g. Failure or refusal of the Permittee to allow entry as required in RCW 90.48.090.

2. The following are causes for modification but not revocation and reissuance except when the Permittee requests or agrees:

a. A material change in the condition of the waters of the state.

b. New information not available at the time of permit issuance that would have justified the application of different permit conditions.

c. Material and substantial alterations or additions to the permitted facility or activities which occurred after this permit issuance.

d. Promulgation of new or amended standards or regulations having a direct bearing upon permit conditions, or requiring permit revision.

e. The Permittee has requested a modification based on other rationale meeting the criteria of 40 CFR Part 122.62.

f. Ecology has determined that good cause exists for modification of a compliance schedule, and the modification will not violate statutory deadlines.

g. Incorporation of an approved local pretreatment program into a municipality's permit.

3. The following are causes for modification or alternatively revocation and reissuance:

a. When cause exists for termination for reasons listed in 1.a through 1.g of this section, and Ecology determines that modification or revocation and reissuance is appropriate.

b. When Ecology has received notification of a proposed transfer of the permit. A permit may also be modified to reflect a transfer after the effective date of an automatic transfer (General Condition G7) but will not be revoked and reissued after the effective date of the transfer except upon the request of the new Permittee.

G4. Reporting planned changes

The Permittee must, as soon as possible, but no later than one hundred eighty (180) days prior to the proposed changes, give notice to Ecology of planned physical alterations or additions to the permitted facility, production increases, or process modification which will result in:

1. The permitted facility being determined to be a new source pursuant to 40 CFR 122.29(b).
2. A significant change in the nature or an increase in quantity of pollutants discharged.
3. A significant change in the Permittee's sludge use or disposal practices. Following such notice, and the submittal of a new application or supplement to the existing application, along with required engineering plans and reports, this permit may be modified, or revoked and reissued pursuant to 40 CFR 122.62(a) to specify and limit any pollutants not previously limited. Until such modification is effective, any new or increased discharge in excess of permit limits or not specifically authorized by this permit constitutes a violation.

G5. Plan review required

Prior to constructing or modifying any wastewater control facilities, an engineering report and detailed plans and specifications must be submitted to Ecology for approval in accordance with chapter 173-240 WAC. Engineering reports, plans, and specifications must be submitted at least one hundred eighty (180) days prior to the planned start of construction unless a shorter time is approved by Ecology. Facilities must be constructed and operated in accordance with the approved plans.

G6. Compliance with other laws and statutes

Nothing in this permit excuses the Permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations.

G7. Transfer of this permit

In the event of any change in control or ownership of facilities from which the authorized discharge emanate, the Permittee must notify the succeeding owner or controller of the existence of this permit by letter, a copy of which must be forwarded to Ecology.

1. Transfers by Modification

   Except as provided in paragraph (2) below, this permit may be transferred by the Permittee to a new owner or operator only if this permit has been modified or revoked and reissued under 40 CFR 122.62(b)(2), or a minor modification made under 40 CFR 122.63(d), to identify the new Permittee and incorporate such other requirements as may be necessary under the Clean Water Act.

2. Automatic Transfers

   This permit may be automatically transferred to a new Permittee if:

   a. The Permittee notifies Ecology at least thirty (30) days in advance of the proposed transfer date.

   b. The notice includes a written agreement between the existing and new Permittees containing a specific date transfer of permit responsibility, coverage, and liability between them.

c. Ecology does not notify the existing Permittee and the proposed new Permittee of its intent to modify or revoke and reissue this permit. A modification under this subparagraph may also be minor modification under 40 CFR 122.63. If this notice is not received, the transfer is effective on the date specified in the written agreement.

G8. Reduced production for compliance

The Permittee, in order to maintain compliance with its permit, must control production and/or all discharges upon reduction, loss, failure, or bypass of the treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

G9. Removed substances

Collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters must not be resuspended or reintroduced to the final effluent stream for discharge to state waters.

G10. Duty to provide information

The Permittee must submit to Ecology, within a reasonable time, all information which Ecology may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The Permittee must also submit to Ecology upon request, copies of records required to be kept by this permit.

G11. Other requirements of 40 CFR

All other requirements of 40 CFR 122.41 and 122.42 are incorporated in this permit by reference.

G12. Additional monitoring

Ecology may establish specific monitoring requirements in addition to those contained in this permit by administrative order or permit modification.

G13. Payment of fees

The Permittee must submit payment of fees associated with this permit as assessed by Ecology.

G14. Penalties for violating permit conditions

Any person who is found guilty of willfully violating the terms and conditions of this permit is deemed guilty of a crime, and upon conviction thereof shall be punished by a fine of up to ten thousand dollars ($10,000) and costs of prosecution, or by imprisonment in the discretion of the court. Each day upon which a willful violation occurs may be deemed a separate and additional violation.

Any person who violates the terms and conditions of a waste discharge permit may incur, in addition to any other penalty as provided by law, a civil penalty in the amount of up to ten thousand dollars ($10,000) for every such violation. Each and every such violation is a separate and distinct offense, and in case of a continuing violation, every day's continuance is deemed to be a separate and distinct violation.

G15. Upset

Definition – "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limits because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limits if the requirements of the following paragraph are met.

A Permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. An upset occurred and that the Permittee can identify the cause(s) of the upset.
2. The permitted facility was being properly operated at the time of the upset.
3. The Permittee submitted notice of the upset as required in Special Condition S3.F.
4. The Permittee complied with any remedial measures required under S3.F of this permit.

In any enforcement action the Permittee seeking to establish the occurrence of an upset has the burden of proof.

G16. Property rights

This permit does not convey any property rights of any sort, or any exclusive privilege.

G17. Duty to comply

The Permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

G18. Toxic pollutants

The Permittee must comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if this permit has not yet been modified to incorporate the requirement.

G19. Penalties for tampering

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than two (2) years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this condition, punishment shall be a fine of not more than $20,000 per day of violation, or by imprisonment of not more than four (4) years, or by both.

G20. Compliance schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit must be submitted no later than fourteen (14) days following each schedule date.

G21. Service agreement review

The Permittee must submit to Ecology any proposed service agreements and proposed revisions or updates to existing agreements for the operation of any wastewater treatment facility covered by this permit. The review is to ensure consistency with chapters 90.46 and 90.48 RCW as required by RCW 70.150.040(9). In the event that Ecology does not comment within a thirty-day (30) period, the Permittee may assume consistency and proceed with the service agreement or the revised/updated service agreement.

Appendix A

LIST OF POLLUTANTS WITH ANALYTICAL METHODS, DETECTION LIMITS AND QUANTITATION LEVELS

The Permittee must use the specified analytical methods, detection limits (DLs) and quantitation levels (QLs) in the following table for permit and application required monitoring unless:

- Another permit condition specifies other methods, detection levels, or quantitation levels.
- The method used produces measurable results in the sample and EPA has listed it as an EPA-approved method in 40 CFR Part 136.

If the Permittee uses an alternative method, not specified in the permit and as allowed above, it must report the test method, DL, and QL on the discharge monitoring report or in the required report.

If the Permittee is unable to obtain the required DL and QL in its effluent due to matrix effects, the Permittee must submit a matrix-specific detection limit (MDL) and a quantitation limit (QL) to Ecology with appropriate laboratory documentation.

When the permit requires the Permittee to measure the base neutral compounds in the list of priority pollutants, it must measure all of the base neutral pollutants listed in the table below. The list includes EPA required base neutral priority pollutants and several additional polynuclear aromatic hydrocarbons (PAHs). The Water Quality Program added several PAHs to the list of base neutrals below from Ecology's Persistent Bioaccumulative Toxics (PBT) List. It only added those PBT parameters of interest to Appendix A that did not increase the overall cost of analysis unreasonably.

Ecology added this appendix to the permit in order to reduce the number of analytical "non-detects" in permit-required monitoring and to measure effluent concentrations near or below criteria values where possible at a reasonable cost.

The lists below include conventional pollutants (as defined in CWA section 502(6) and 40 CFR Part 122.), toxic or priority pollutants as defined in CWA section 307(a)(1) and listed in 40 CFR Part 122 Appendix D, 40 CFR Part 401.15 and 40 CFR Part 423 Appendix A), and nonconventionals. 40 CFR Part 122 Appendix D (Table V) also identifies toxic pollutants and hazardous substances which are required to be reported by dischargers if expected to be present. This permit Appendix A list does not include those parameters.

CONVENTIONAL POLLUTANTS

Pollutant	CAS Number (if available)	Recommended Analytical Protocol	Detection (DL)[1] *µg/L unless specified*	Quantitation Level (QL)[2] *µg/L unless specified*
Biochemical Oxygen Demand		SM5210-B		2 mg/L
Biochemical Oxygen Demand, Soluble		SM5210-B [3]		2 mg/L
Fecal Coliform		SM 9221E,9222	N/A	Specified in method - sample aliquot dependent
Oil and Grease (HEM) (Hexane Extractable Material)		1664 A or B	1,400	5,000
pH		SM4500-H^+ B	N/A	N/A
Total Suspended Solids		SM2540-D		5 mg/L

NONCONVENTIONAL POLLUTANTS

Pollutant & CAS No. (if available)	CAS Number (if available)	Recommended Analytical Protocol	Detection (DL)[1] µg/L unless specified	Quantitation Level (QL)[2] µg/L unless specified
Alkalinity, Total		SM2320-B		5 mg/L as CaCO3
Aluminum, Total	7429-90-5	200.8	2.0	10
Ammonia, Total (as N)		SM4500-NH3-B and C/D/E/G/H		20
Barium Total	7440-39-3	200.8	0.5	2.0
BTEX (benzene +toluene + ethylbenzene + m,o,p xylenes)		EPA SW 846 8021/8260	1	2
Boron, Total	7440-42-8	200.8	2.0	10.0
Chemical Oxygen Demand		SM5220-D		10 mg/L
Chloride		SM4500-Cl B/C/D/E and SM4110 B		Sample and limit dependent
Chlorine, Total Residual		SM4500 Cl G		50.0

NONCONVENTIONAL POLLUTANTS

Pollutant & CAS No. (if available)	CAS Number (if available)	Recommended Analytical Protocol	Detection (DL)[1] µg/L unless specified	Quantitation Level (QL)[2] µg/L unless specified
Cobalt, Total	7440-48-4	200.8	0.05	0.25
Color		SM2120 B/C/E		10 color units
Dissolved oxygen		SM4500-OC/OG		0.2 mg/L
Flow		Calibrated device		
Fluoride	16984-48-8	SM4500-F E	25	100
Hardness, Total		SM2340B		200 as CaCO3
Iron, Total	7439-89-6	200.7	12.5	50
Magnesium, Total	7439-95-4	200.7	10	50
Manganese, Total	7439-96-5	200.8	0.1	0.5
Molybdenum, Total	7439-98-7	200.8	0.1	0.5
Nitrate + Nitrite Nitrogen (as N)		SM4500-NO3- E/F/H		100
Nitrogen, Total Kjeldahl (as N)		SM4500-N_{org}B/C and SM4500NH_3-B/C/D/EF/G/H		300
NWTPH Dx [4]		Ecology NWTPH Dx	250	250
NWTPH Gx [5]		Ecology NWTPH Gx	250	250
Phosphorus, Total (as P)		SM 4500 PB followed by SM4500-PE/PF	3	10
Salinity		SM2520-B		3 practical salinity units or scale (PSU or PSS)
Settleable Solids		SM2540 -F		Sample and limit dependent
Soluble Reactive Phosphorus (as P)		SM4500-P E/F/G	3	10
Sulfate (as mg/L SO_4)		SM4110-B		0.2 mg/L
Sulfide (as mg/L S)		SM4500-S^2F/D/E/G		0.2 mg/L

NONCONVENTIONAL POLLUTANTS

Pollutant & CAS No. (if available)	CAS Number (if available)	Recommended Analytical Protocol	Detection (DL)[1] µg/L unless specified	Quantitation Level (QL)[2] µg/L unless specified
Sulfite (as mg/L SO_3)		SM4500-SO3B		2 mg/L
Temperature (max. 7-day avg.)		Analog recorder or use micro-recording devices known as thermistors		0.2º C
Tin, Total	7440-31-5	200.8	0.3	1.5
Titanium, Total	7440-32-6	200.8	0.5	2.5
Total Coliform		SM 9221B, 9222B, 9223B	N/A	Specified in method - sample aliquot dependent
Total Organic Carbon		SM5310-B/C/D		1 mg/L
Total dissolved solids		SM2540 C		20 mg/L

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL)[2] *µg/L unless specified***
METALS, CYANIDE & TOTAL PHENOLS					
Antimony, Total	114	7440-36-0	200.8	0.3	1.0
Arsenic, Total	115	7440-38-2	200.8	0.1	0.5
Beryllium, Total	117	7440-41-7	200.8	0.1	0.5
Cadmium, Total	118	7440-43-9	200.8	0.05	0.25
Chromium (hex) dissolved	119	18540-29-9	SM3500-Cr C	0.3	1.2
Chromium, Total	119	7440-47-3	200.8	0.2	1.0
Copper, Total	120	7440-50-8	200.8	0.4	2.0
Lead, Total	122	7439-92-1	200.8	0.1	0.5
Mercury, Total	123	7439-97-6	1631E	0.0002	0.0005
Nickel, Total	124	7440-02-0	200.8	0.1	0.5

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL)[2] *µg/L unless specified***
METALS, CYANIDE & TOTAL PHENOLS					
Selenium, Total	125	7782-49-2	200.8	1.0	1.0
Silver, Total	126	7440-22-4	200.8	0.04	0.2
Thallium, Total	127	7440-28-0	200.8	0.09	0.36
Zinc, Total	128	7440-66-6	200.8	0.5	2.5
Cyanide, Total	121	57-12-5	335.4	5	10
Cyanide, Weak Acid Dissociable	121		SM4500-CN I	5	10
Cyanide, Free Amenable to Chlorination (Available Cyanide)	121		SM4500-CN G	5	10
Phenols, Total	65		EPA 420.1		50

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL)[2] *µg/L unless specified***
ACID COMPOUNDS					
2-Chlorophenol	24	95-57-8	625.1	3.3	9.9
2,4-Dichlorophenol	31	120-83-2	625.1	2.7	8.1
2,4-Dimethylphenol	34	105-67-9	625.1	2.7	8.1
4,6-dinitro-o-cresol (2-methyl-4,6,-dinitrophenol)	60	534-52-1	625.1/1625B	24	72
2,4 dinitrophenol	59	51-28-5	625.1	42	126
2-Nitrophenol	57	88-75-5	625.1	3.6	10.8
4-Nitrophenol	58	100-02-7	625.1	2.4	7.2
Parachlorometa cresol (4-chloro-3-methylphenol)	22	59-50-7	625.1	3.0	9.0
Pentachlorophenol	64	87-86-5	625.1	3.6	10.8
Phenol	65	108-95-2	625.1	1.5	4.5
2,4,6-Trichlorophenol	21	88-06-2	625.1	2.7	8.1

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL)[2] *µg/L unless specified***
VOLATILE COMPOUNDS					
Acrolein	2	107-02-8	624	5	10
Acrylonitrile	3	107-13-1	624	1.0	2.0
Benzene	4	71-43-2	624.1	4.4	13.2
Bromoform	47	75-25-2	624.1	4.7	14.1
Carbon tetrachloride	6	56-23-5	624.1/601 or SM6230B	2.8	8.4
Chlorobenzene	7	108-90-7	624.1	6.0	18.0
Chloroethane	16	75-00-3	624/601	1.0	2.0
2-Chloroethylvinyl Ether	19	110-75-8	624	1.0	2.0
Chloroform	23	67-66-3	624.1 or SM6210B	1.6	4.8
Dibromochloromethane (chlordibromomethane)	51	124-48-1	624.1	3.1	9.3
1,2-Dichlorobenzene	25	95-50-1	624	1.9	7.6
1,3-Dichlorobenzene	26	541-73-1	624	1.9	7.6
1,4-Dichlorobenzene	27	106-46-7	624	4.4	17.6
Dichlorobromomethane	48	75-27-4	624.1	2.2	6.6
1,1-Dichloroethane	13	75-34-3	624.1	4.7	14.1
1,2-Dichloroethane	10	107-06-2	624.1	2.8	8.4
1,1-Dichloroethylene	29	75-35-4	624.1	2.8	8.4
1,2-Dichloropropane	32	78-87-5	624.1	6.0	18.0
1,3-dichloropropene (mixed isomers) (1,2-dichloropropylene) [6]	33	542-75-6	624.1	5.0	15.0
Ethylbenzene	38	100-41-4	624.1	7.2	21.6
Methyl bromide (Bromomethane)	46	74-83-9	624/601	5.0	10.0

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL) [2] *µg/L unless specified***
VOLATILE COMPOUNDS					
Methyl chloride (Chloromethane)	45	74-87-3	624	1.0	2.0
Methylene chloride	44	75-09-2	624.1	2.8	8.4
1,1,2,2-Tetrachloroethane	15	79-34-5	624.1	6.9	20.7
Tetrachloroethylene	85	127-18-4	624.1	4.1	12.3
Toluene	86	108-88-3	624.1	6.0	18.0
1,2-Trans-Dichloroethylene (Ethylene dichloride)	30	156-60-5	624.1	1.6	4.8
1,1,1-Trichloroethane	11	71-55-6	624.1	3.8	11.4
1,1,2-Trichloroethane	14	79-00-5	624.1	5.0	15.0
Trichloroethylene	87	79-01-6	624.1	1.9	5.7
Vinyl chloride	88	75-01-4	624/SM6200B	1.0	2.0

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL) [2] *µg/L unless specified***
BASE/NEUTRAL COMPOUNDS (compounds in bold are Ecology PBTs)					
Acenaphthene	1	83-32-9	625.1	1.9	5.7
Acenaphthylene	77	208-96-8	625.1	3.5	10.5
Anthracene	78	120-12-7	625.1	1.9	5.7
Benzidine	5	92-87-5	625.1	44	132
Benzyl butyl phthalate	67	85-68-7	625.1	2.5	7.5
Benzo(*a*)anthracene	72	56-55-3	625.1	7.8	23.4
Benzo(b)fluoranthene (3,4-benzofluoranthene) [7]	74	205-99-2	610/625.1	4.8	14.4
Benzo(j)fluoranthene [7]		**205-82-3**	625	0.5	1.0

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL) [2] *µg/L unless specified***
BASE/NEUTRAL COMPOUNDS (compounds in bold are Ecology PBTs)					
Benzo(k)fluoranthene (11,12-benzofluoranthene) [7]	75	207-08-9	610/625.1	2.5	7.5
Benzo(r,s,t)pentaphene		**189-55-9**	625	1.3	5.0
Benzo(*a*)pyrene	73	50-32-8	610/625.1	2.5	7.5
Benzo(*ghi*)Perylene	79	191-24-2	610/625.1	4.1	12.3
Bis(*2-chloroethoxy)*methane	43	111-91-1	625.1	5.3	15.9
Bis(*2-chloroethyl*)ether	18	111-44-4	611/625.1	5.7	17.1
Bis(*2-chloroisopropyl*)ether	42	39638-32-9	625	0.5	1.0
Bis(*2-ethylhexyl*)phthalate	66	117-81-7	625.1	2.5	7.5
4-Bromophenyl phenyl ether	41	101-55-3	625.1	1.9	5.7
2-Chloronaphthalene	20	91-58-7	625.1	1.9	5.7
4-Chlorophenyl phenyl ether	40	7005-72-3	625.1	4.2	12.6
Chrysene	76	218-01-9	610/625.1	2.5	7.5
Dibenzo (a,h)acridine		**226-36-8**	610M/625M	2.5	10.0
Dibenzo (a,j)acridine		**224-42-0**	610M/625M	2.5	10.0
Dibenzo(a-*h*)anthracene (1,2,5,6-dibenzanthracene)	82	53-70-3	625.1	2.5	7.5
Dibenzo(a,e)pyrene		192-65-4	610M/625M	2.5	10.0
Dibenzo(a,h)pyrene		189-64-0	625M	2.5	10.0
3,3-Dichlorobenzidine	28	91-94-1	605/625.1	16.5	49.5
Diethyl phthalate	70	84-66-2	625.1	1.9	5.7
Dimethyl phthalate	71	131-11-3	625.1	1.6	4.8
Di-n-butyl phthalate	68	84-74-2	625.1	2.5	7.5
2,4-dinitrotoluene	35	121-14-2	609/625.1	5.7	17.1

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL) [2] *µg/L unless specified***
BASE/NEUTRAL COMPOUNDS (compounds in bold are Ecology PBTs)					
2,6-dinitrotoluene	36	606-20-2	609/625.1	1.9	5.7
Di-n-octyl phthalate	69	117-84-0	625.1	2.5	7.5
1,2-Diphenylhydrazine (*as Azobenzene*)	37	122-66-7	1625B	5.0	20
Fluoranthene	39	206-44-0	625.1	2.2	6.6
Fluorene	80	86-73-7	625.1	1.9	5.7
Hexachlorobenzene	9	118-74-1	612/625.1	1.9	5.7
Hexachlorobutadiene	52	87-68-3	625.1	0.9	2.7
Hexachlorocyclopentadiene	53	77-47-4	1625B/625	2.0	4.0
Hexachloroethane	12	67-72-1	625.1	1.6	4.8
Indeno(*1,2,3-cd*)Pyrene	83	193-39-5	610/625.1	3.7	11.1
Isophorone	54	78-59-1	625.1	2.2	6.6
3-Methyl cholanthrene		**56-49-5**	625	2.0	8.0
Naphthalene	55	91-20-3	625.1	1.6	4.8
Nitrobenzene	56	98-95-3	625.1	1.9	5.7
N-Nitrosodimethylamine	61	62-75-9	607/625	2.0	4.0
N-Nitrosodi-n-propylamine	63	621-64-7	607/625	0.5	1.0
N-Nitrosodiphenylamine	62	86-30-6	625	1.0	2.0
Perylene		**198-55-0**	625	1.9	7.6
Phenanthrene	81	85-01-8	625.1	5.4	16.2
Pyrene	84	129-00-0	625.1	1.9	5.7
1,2,4-Trichlorobenzene	8	120-82-1	625.1	1.9	5.7

PRIORITY POLLUTANT	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL) [2] *µg/L unless specified***
DIOXIN					
2,3,7,8-Tetra-Chlorodibenzo-P-Dioxin (2,3,7,8 TCDD)	129	1746-01-6	1613B	1.3 pg/L	5 pg/L

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL) [2] *µg/L unless specified***
PESTICIDES/PCBs					
Aldrin	89	309-00-2	608.3	4.0 ng/L	12 ng/L
alpha-BHC	102	319-84-6	608.3	3.0 ng/L	9.0 ng/L
beta-BHC	103	319-85-7	608.3	6.0 ng/L	18 ng/L
gamma-BHC (Lindane)	104	58-89-9	608.3	4.0 ng/L	12 ng/L
delta-BHC	105	319-86-8	608.3	9.0 ng/L	27 ng/L
Chlordane [8]	91	57-74-9	608.3	14 ng/L	42 ng/L
4,4'-DDT	92	50-29-3	608.3	12 ng/L	36 ng/L
4,4'-DDE	93	72-55-9	608.3	4.0 ng/L	12 ng/L
4,4' DDD	94	72-54-8	608.3	11ng/L	33 ng/L
Dieldrin	90	60-57-1	608.3	2.0 ng/L	6.0 ng/L
alpha-Endosulfan	95	959-98-8	608.3	14 ng/L	42 ng/L
beta-Endosulfan	96	33213-65-9	608.3	4.0 ng/L	12 ng/L
Endosulfan Sulfate	97	1031-07-8	608.3	66 ng/L	198 ng/L
Endrin	98	72-20-8	608.3	6.0 ng/L	18 ng/L
Endrin Aldehyde	99	7421-93-4	608.3	23 ng/L	70 ng/L
Heptachlor	100	76-44-8	608.3	3.0 ng/L	9.0 ng/L
Heptachlor Epoxide	101	1024-57-3	608.3	83 ng/L	249 ng/L
PCB-1242 [9]	106	53469-21-9	608.3	0.065	0.195

PRIORITY POLLUTANTS	**PP #**	**CAS Number (if available)**	**Recommended Analytical Protocol**	**Detection (DL)[1] *µg/L unless specified***	**Quantitation Level (QL) [2] *µg/L unless specified***
PESTICIDES/PCBs					
PCB-1254	107	11097-69-1	608.3	0.065	0.195
PCB-1221	108	11104-28-2	608.3	0.065	0.195
PCB-1232	109	11141-16-5	608.3	0.065	0.195
PCB-1248	110	12672-29-6	608.3	0.065	0.195
PCB-1260	111	11096-82-5	608.3	0.065	0.195
PCB-1016 [9]	112	12674-11-2	608.3	0.065	0.195
Toxaphene	113	8001-35-2	608.3	240 ng/L	720 ng/L

1. Detection level (DL) or detection limit means the minimum concentration of an analyte (substance) that can be measured and reported with a 99% confidence that the analyte concentration is greater than zero as determined by the procedure given in 40 CFR part 136, Appendix B.
2. Quantitation Level (QL) also known as Minimum Level of Quantitation (ML) – The lowest level at which the entire analytical system must give a recognizable signal and acceptable calibration point for the analyte. It is equivalent to the concentration of the lowest calibration standard, assuming that the lab has used all method-specified sample weights, volumes, and cleanup procedures. The QL is calculated by multiplying the MDL by 3.18 and rounding the result to the number nearest to (1, 2, or 5) x 10^n, where n is an integer (64 FR 30417).
   ALSO GIVEN AS:
   The smallest detectable concentration of analyte greater than the Detection Limit (DL) where the accuracy (precision & bias) achieves the objectives of the intended purpose. (Report of the Federal Advisory Committee on Detection and Quantitation Approaches and Uses in Clean Water Act Programs Submitted to the US Environmental Protection Agency, December 2007).
3. Soluble Biochemical Oxygen Demand method note: First, filter the sample through a Millipore Nylon filter (or equivalent) - pore size of 0.45-0.50 um (prep all filters by filtering 250 ml of laboratory grade deionized water through the filter and discard). Then, analyze sample as per method 5210-B.
4. NWTPH Dx - Northwest Total Petroleum Hydrocarbons Diesel Extended Range – see https://fortress.wa.gov/ecy/publications/documents/97602.pdf
5. NWTPH Gx - Northwest Total Petroleum Hydrocarbons Gasoline Extended Range – see https://fortress.wa.gov/ecy/publications/documents/97602.pdf
6. 1, 3-dichloroproylene (mixed isomers) You may report this parameter as two separate parameters: cis-1, 3-dichlorpropropene (10061-01-5) and trans-1, 3-dichloropropene (10061-02-6).
7. Total Benzofluoranthenes - Because Benzo(b)fluoranthene, Benzo(j)fluoranthene and Benzo(k)fluoranthene co-elute you may report these three isomers as total benzofluoranthenes.
8. Chlordane – You may report alpha-chlordane (5103-71-9) and gamma-chlordane (5103-74-2) in place of chlordane (57-74-9). If you report alpha and gamma-chlordane, the DL/PQLs that apply are 14/42 ng/L.
9. PCB 1016 & PCB 1242 – You may report these two PCB compounds as one parameter called PCB 1016/1242.

Appendix B

Monroe Infiltration and Inflow Evaluation (2016)

MONROE
WASHINGTON

September 5, 2016

Ms. Laura Fricke
Department of Ecology
Northwest Regional Office
3190 160th Ave Se
Bellevue, WA 98008-5452

Re: 2015 Infiltration and Inflow (I/I) Evaluation, City of Monroe WWTP

Dear Ms. Fricke:

Based on EPA publication #97-03 Infiltration/Inflow:

1. Daily Wet Weather Peak Flow (December 2015): 3.700 MG
   Population Served: 18,090
   Gallons Per Capita Per Day (gpcd): 204

The EPA guideline states that if the wet weather flow is ≤ 275 gpcd, then a determination of non-excessive inflow has been made. As the 2015 wet weather peak flow was 204 gpcd, the City of Monroe had non-excessive inflow during wet weather.

2. Daily Dry Weather Flow (September 2015): 0.944 MG
   Population Served: 18,090
   Gallons Per Capita Per Day (gpcd): 52

The EPA guideline state that if the dry weather flow is ≤ 120 gpcd, then a determination of non-excessive infiltration has been made. As the 2015 dry weather flow was 52 gpcd, the City of Monroe had non-excessive infiltration during dry weather.

Sincerely,

John Lande
WWTP Manager

THE ADVENTURE STARTS HERE
806 West Main Street, Monroe, WA 98272
Phone (360) 794-7400 Fax (360) 794-4007
www.monroeadventure.org

Appendix C

Monroe Industrial User Survey (2016)

MONROE
WASHINGTON

October 27, 2016

Ms. Laura Fricke
Washington State Department of Ecology
Northwest Regional Office
3190 160th Ave Se
Bellevue, WA 98008-5452

Re: City of Monroe WWTP Industrial User Survey

Dear Ms. Fricke,

The City of Monroe WWTP Staff performed the Industrial User Survey (IUS) during the summer and fall of 2016. All establishments that have business licenses within the City of Monroe were surveyed. The initial list of 989 businesses was reduced to 146 businesses that would get further review. Water billing records, internet searches, telephone interviews, and site visits were conducted on the remaining businesses to further survey their potential as a Significant Industrial User (SIU) or Potential Significant Industrial User (PSIU). In all, five (5) establishments were identified meeting the criteria, as determined by staff, which classified them as a SIU or PSIU.

The following list includes:

(1) Valley General Hospital (VGH)
14701 179th Ave Se
Monroe WA 98272

VGH is subject to categorical pretreatment standards 40 CFR part 460. The WWTP does not identify any problems associated with this SIU.

(2) Ocean Beauty Seafoods (OBS)
14651 172nd
Monroe WA 98272

OBS currently operates under Washington Permit #ST-7377. OBS is a fish processing facility which includes smoking and brining fish and seafoods. OBS is subject to categorical pretreatment standards 40 CFR part 408.180 and/or 408.190.

Based on consumption, OBS daily use exceeds 25,000 gpd on some months. The WWTP does not identify any problems associated with this SIU.

(3) Thermo Tech
17197 Tye St SE
Monroe WA 98272

Thermo Tech is subject to categorical pretreatment standard 40 CFR part 433. Thermo Tech is a powder coating facility. The WWTP does not identify any problems associated with this SIU.

(4) Metal Tech
14792 172nd Dr SE
Monroe WA 98272

Metal Tech is an electroplating and powder coating company. They are supposed to be zero discharge. They are subject to categorical pretreatment standard 40 CFR parts 423 and 433. The WWTP does not identify any problems associated with this SIU.

(5) Washington State Dept of Corrections (DOC)
PO Box 777
Monroe WA 98272

The DOC is a state prison that operates an aerated pretreatment lagoon for their wastewater. The DOC effluent flow from the lagoon is approximately 27% of the total flow of the WWTP. There is great potential for pass through and interference of suspended algae that populates the lagoon seasonally. Additionally, any other pollutant has the same potential based on volume of flow of 0.420 MGD. Currently, the WWTP does not identify any problems associated with this SIU.

The WWTP staff is notified of any new business or business alteration during the business application process. This ensures that any new or altered sources is brought to the attention of staff allowing for continual survey for any PSIU or SIU.

If you have any further questions regarding any of these sources or any other business information including our field notes or site visits, please let me know.

Respectfully,

John Lande
WWTP Manager
Public Works Division

Appendix D

Flood Insurance Rate Map No. 53061C1376F

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevation** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevation (BFEs) shown on this map apply only landward of 0.0' National Geodetic Vertical Datum (NGVD). Users of this FIRM should be aware that coastal flood elevations may also be provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this community. Elevations shown in the Summary of Stillwater Elevations table should be used for construction, and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures.** Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map is Universal Tranverse Mercator (UTM) zone 10. The **horizontal datum** is NAD27, CLARKE1866 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

Flood elevations on this map are referenced to the National Geodetic Vertical Datum of 1929. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum.** For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

Spatial Reference System Division
National Geodetic Survey, NOAA
Silver Spring Metro Center
1315 East-West Highway
Silver Spring, Maryland 20910
(301) 713-3191

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242,** or visit their website at www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the Snohomish County Geographic Information Systems Department and from the City of Everett.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

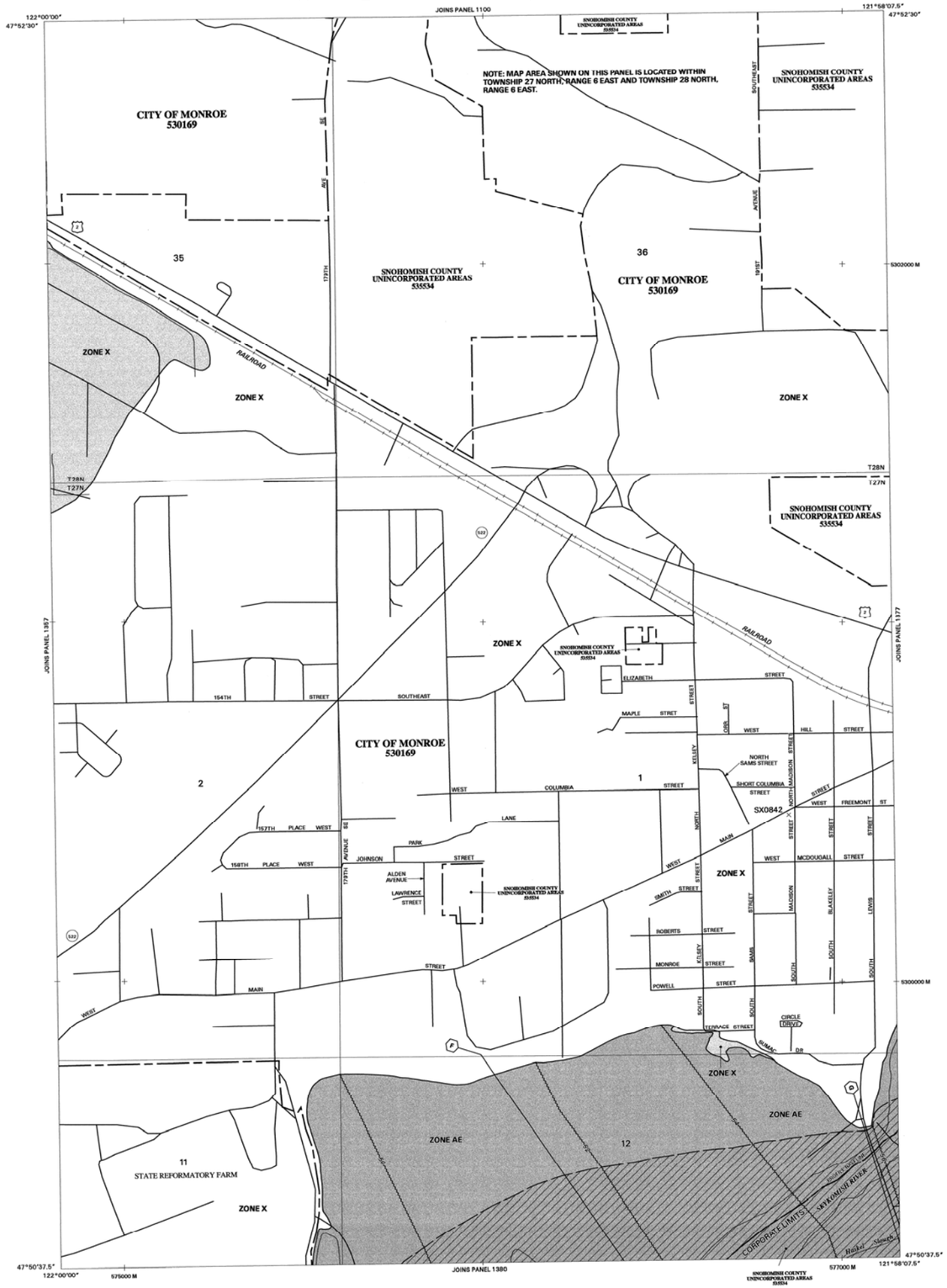
Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

An accompanying Flood Insurance Study report, Letters of Map Revision or Letters of Map Amendment revising portions of this panel, and digital versions of this PANEL may be available. Contact the **FEMA Map Service Center** at the following phone numbers and Internet address for information on all related products available from FEMA:

Phone: 800-358-9616
FAX: 800-358-9620
www.fema.gov/msc

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA-MAP** (1-877-336-2627) or visit the FEMA website at www.fema.gov.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report may reflect stream channel distances that differ from what is shown on this map.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

ZONE A	No base flood elevations determined.
ZONE AE	Base flood elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
ZONE A99	Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodpain boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or velocities.
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the National Geodetic Vertical Datum of 1929

A — A	Cross Section Line
23 - - - - - 23	Transect Line
97°07'30", 32°22'30"	Geographic coordinates referenced to the North American Datum of 1927 (NAD 27)
4276000M	1000-meter Universal Transverse Mercator grid values, zone 10
600000 FT	5000-foot grid ticks
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel).
• M1.5	River Mile

MAP REPOSITORY
Refer to Repository Listing on Index Map

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
NOVEMBER 6, 1989

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
September 16, 2005: to increase base flood elevations, to add special flood hazard areas, to change special flood hazard areas, to add roads and road names, and to reflect updated topographic information.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1376F

FIRM
FLOOD INSURANCE RATE MAP
SNOHOMISH COUNTY,
WASHINGTON
AND INCORPORATED AREAS

PANEL 1376 OF 1575

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SNOHOMISH COUNTY, UNINCORPORATED AREAS	535534	1376	F
MONROE, CITY OF	530169	1376	F

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
53061C1376F

MAP REVISED:
SEPTEMBER 16, 2005

Federal Emergency Management Agency

Appendix E

Monroe Effluent Mixing Study Report (2009)

COPY

COSMOPOLITAN ENGINEERING GROUP

Civil, Environmental, and Recreational Consulting

City of MONROE

NPDES Permit WA-002048-6 Condition S8

Effluent Mixing Study Report

Prepared for:

City of Monroe
806 W Main Street
Monroe, Washington 98272

October 2009
MNR001

P.O. Box 1678
Tacoma, WA
98401-1678
(253) 272-7220
Fax: (253) 272-7250

Printed on Recycled Paper

NPDES Permit WA-002048-6 Condition S8
Effluent Mixing Study Report

Prepared for:

City of Monroe
806 W Main Street
Monroe, Washington 98272

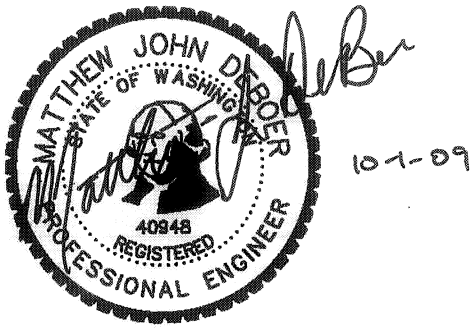
Prepared by:

Cosmopolitan Engineering Group, Inc.
PO Box 1678 ◆ Tacoma, Washington 98401-1678
711 Pacific Avenue ◆ Tacoma, Washington 98402

October 2009
MNR001

CERTIFICATE OF ENGINEER

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal as a professional engineer licensed to practice as such, is affixed below.



Matthew J. DeBoer, P.E.
Cosmopolitan Engineering Group, Inc.

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LIST OF ACRONYMS

CEG	Cosmopolitan Engineering Group
cfs	Cubic Feet per Second
DMR	Discharge Monitoring Report
Ecology	Washington State Department of Ecology
NPDES	National Pollutant Discharge Elimination System
RPA	Reasonable Potential Analysis
TMDL	Total Maximum Daily Load
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey
WAC	Washington Administrative Code
WWTP	Wastewater Treatment Plant
WY	Water Year

SECTION 1: INTRODUCTION

1.1 BACKGROUND

In December 2005, the Washington State Department of Ecology (Ecology) issued National Pollutant Discharge Elimination System (NPDES) Permit WA-002048-6 for the City of Monroe (City) Wastewater Treatment Plant (WWTP). Permit Condition S8 requires the City to conduct a mixing zone study to determine the degree of mixing at the acute and chronic mixing zone boundaries authorized in Permit Condition S1.B. Permit Condition S8 specifies the use of a dye tracer study to establish mixing zone dilution ratios, but also allows use of mixing models as an alternative to a dye study "if the critical ambient conditions necessary for model input are known or well established with field studies" and the outfall "is visually inspected for integrity or has been tested for performance."

1.2 PREVIOUS MIXING ZONE ANALYSIS

Cosmopolitan Engineering Group (CEG) performed the most recent mixing study for the City outfall in 2004, documented in the *City of Monroe WWTP Mixing Zone Study Report* (CEG, July 2004). The 2004 study evaluated multiple analysis strategies, including both steady-state and continuous simulation (dynamic) modeling to establish dilution factors and analysis of water quality standards. The 2004 report concluded that there was no reasonable potential to exceed water quality standards using the results of the dynamic modeling analysis.

Dilution factors for both the steady state and dynamic scenarios were calculated using the Ecology RIVPLUM spreadsheet (*Rivplum5.xls*). Table 1 summarizes the calculated dilution factors, including maximum volumetric dilution based upon 2.5 percent (acute) and 25 percent (chronic) of the river discharge.

Table 1 Summary of Dilution Factors Calculated in 2004 Mixing Zone Study

Condition	Acute Dilution Factor	Chronic Dilution Factor
Volumetric	6.70	91.4
Steady State	4.65	21.5
Dynamic	9.19	23.7

1.3 APPROACH

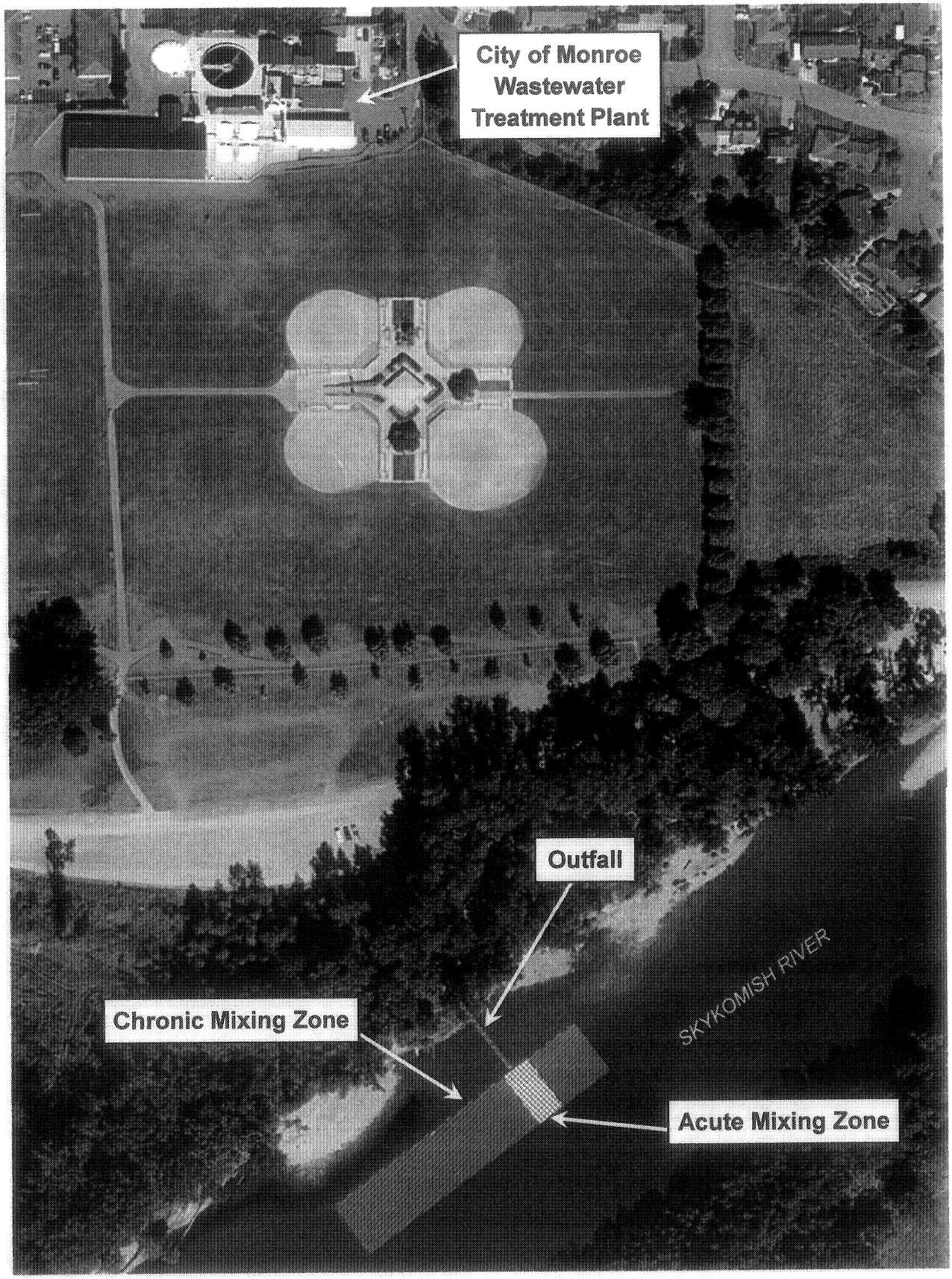
CEG and the City of Monroe believe that updated dynamic model analysis of the mixing zone in lieu of a dye tracer study is sufficient based upon the following:

- Ambient conditions, including river width, depth, and current velocity with respect to river flow, are well known and were documented in the 2004 report.
- Annual outfall inspections performed by the City indicate that the outfall and diffuser are intact and operating as designed.
- The Skykomish River at the discharge location is relatively shallow and steady, thus established river models are believed to be applicable and appropriate without the need to validate with dye tracer studies (see Section 4.1 for discussion of hydrodynamic model applicability).

Therefore, this study updates the dynamic modeling portion of the 2004 study using ambient and effluent data collected over the last five years. Because the dilution model spreadsheet (RIVPLUM) used in 2004 to calculate daily dilution factors was developed for a single port discharge, dilution calculations were modified (see Section 4.1) to better represent the city's 4-port diffuser discharge. The updated water quality analysis also includes analysis of water temperature, in addition to ammonia and metals, as temperature was not evaluated in the 2004 study.

1.4 PURPOSE

The purpose of this study and report is to satisfy the requirements of Condition S8 of the City of Monroe's NPDES Permit.



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Approx. Scale
0′ 300″

Figure 1: Monroe WWTP, Outfall, and Mixing Zone

MNR001/Reports/Effluent Mixing Study Report/Fig-L.ppt

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Figure 2: 2008 Outfall and Diffuser Inspection

SECTION 3: AMBIENT AND EFFLUENT DATA

Ambient and effluent data used to update the dynamic model developed for the 2004 *Mixing Zone Study Report* (CEG, July 2004) is discussed in the following sections. Data is included for the period between October 1, 2003 and September 30, 2008, incorporating Water Years (WY) 2004 through 2008. The previous report evaluated WY 1998 through WY 2003.

3.1 RIVER DISCHARGE

The Skykomish River in the vicinity of the City (River Mile 24.3) was briefly gauged by the United States Geological Survey (USGS) in 1969, but is not currently monitored. For previous outfall studies, including the 2004 *Mixing Zone Study*, the river discharge at Monroe was calculated as a drainage area ratio of the river's watershed at Monroe (834 square miles) to the Snohomish River watershed area at Monroe (1,537 square miles)[1]. Therefore, a ratio of 0.54 was applied to the Snohomish River discharge as recorded by USGS Monitoring Station 12150800.

3.2 RIVER WIDTH, DEPTH, AND CURRENT VELOCITY

The dilution model spreadsheet requires river width, depth, and current velocity to calculate dilution. Each of these parameters is a function of river discharge. Because it is impractical to measure these parameters on a daily basis, the analysis presented herein uses the same assumptions that were made for the 2004 study to develop input data for the RIVPLUM spreadsheet.

3.2.1 River Width

River width is assumed to be 325 feet (as identified in the NPDES Permit and Fact Sheet) for all river discharges. Because effluent is discharged 50 feet from the riverbank, the effluent plume is not anticipated to contact the bank. Photographs of the effluent plume (Figure 2) confirm that the river bank does not influence the plume within the mixing zone.

[1] Based upon analysis performed by Ecology as part of a Total Maximum Daily Load (TMDL) study for the Snohomish River.

3.2.2 River Depth

A regression equation comparing river depth to river discharge was developed for the 2004 study using data from previous mixing zone studies by Beak (1993) and Earth Tech (2000). Gauge and flow data from an upstream USGS Monitoring Station (No. 12134500, Skykomish River at Goldbar, WA) were used to graphically compare the water depth to river flow response with the regression equation. The regression equation data has a similar shaped curve to the USGS data at similar discharge flow rates. Graphs of the regression data and comparison to USGS data are presented in the 2004 *Mixing Zone Study Report* (CEG, July 2004).

3.2.3 Current Velocity

As performed for the 2004 study, current velocity with respect to river discharge was also calculated using the regression equations developed for the upstream USGS monitoring station.

3.3 AMBIENT WATER QUALITY DATA

Ecology has a long term ambient water quality monitoring station (Station No. 07C070) approximately 1 mile upstream of the outfall discharge. Monthly water quality data for conventional parameters, including ammonia, pH, and temperature, is available for the years 1977 through 2009. Monthly metals data, including hardness, was collected in 2003.

Additional ambient water quality monitoring was performed by the City in 2008 as part of an NPDES permit-required effluent and receiving water study. The City collected ambient ammonia, hardness, temperature, pH, and metals (copper, mercury, and zinc) data during six sampling events. Metals samples were analyzed for total concentrations. Metals translators developed from 2003 Ecology receiving water data (copper = 0.64 and zinc = 0.20) were used to convert city data to the dissolved fraction for the purposes of evaluating reasonable potential (see Section 5).

Ambient water quality data for WY 2004 through 2008 are provided in Appendix B.

3.4 EFFLUENT FLOW RATE AND WATER QUALITY DATA

Daily effluent data is recorded by WWTP staff and submitted to Ecology in month Discharge Monitoring Reports (DMRs). The following parameters, including sampling frequency, are used in the dilution and water quality analyses presented herein:

- Flow Rate — Daily
- Temperature — Daily through June 2004
- pH — Daily
- Ammonia — 2-3/week through 2005
- Copper and Zinc — 1/week through 2005
- Mercury — 1/week through 2005 and 2/month (dry season only) thereafter

As shown above, permit-required monitoring frequency was modified in the existing NPDES Permit effective January 2006. Daily temperature and ammonia data are required input parameters for dynamic model analysis. Therefore, for temperature beyond June 2004, monthly average values were calculated based on data collected between 1997 and 2004. Effluent ammonia concentration beyond 2005 is conservatively assumed to be 1 mg/L. Since WWTP upgrades were installed in June 2002, near complete nitrification has been consistently achieved.

DMR data for the period between October 2003 and September 2008 is provided in Appendix C (enclosed CD).

SECTION 4: DYNAMIC MODEL ANALYSIS

Steady-state modeling considers only a single condition for all independent parameters, which are assumed to be constant, and conservative values are used for all parameters. However, because of a natural variability in flows and water quality parameters, effluent limits based on steady-state modeling are implicitly improbable. Conversely, dynamic modeling techniques explicitly predict the effects of receiving water and effluent flow and concentration variability. This allows for a more precise determination of effluent limits consistent with the probability, duration, and frequency basis for the receiving water criteria.

The United States Environmental Protection Agency (USEPA) (1991) supports two dynamic modeling methods; continuous simulation, and Monte Carlo. Continuous simulation modeling uses daily effluent, river flow, and concentration data to calculate daily acute and chronic dilution factors, ambient criteria, and wasteload allocations for parameters of concern. The critical daily wasteload allocations are then used to establish effluent limits in the same way as steady-state methods.

This section discusses the continuous simulation (dynamic) model developed in the 2004 *Mixing Zone Study Report* (CEG, July 2004) and updated with recent ambient/effluent data as well as dilution calculations appropriate for the 4-port diffuser. The model is an Excel workbook file with multiple linked spreadsheets to calculate dilution and perform continuous simulations for ammonia and metals. A CD containing the dynamic model and input data spreadsheets is included in Appendix C.

4.1 DILUTION MODEL AND DYNAMIC MODEL ANALYSIS

The 2004 study used the Ecology mixing model RIVPLUM to calculate daily dilution factors. RIVPLUM was developed for single port discharges and assumes instantaneous complete vertical mixing. The Skykomish River is shallow (1.4 feet) during low flow conditions and rarely exceeds a depth of 4 feet even during high river discharge; therefore, the complete vertical mixing assumption is applicable. However, discharge from a multi-port diffuser results in significantly higher initial dilution than a single port as the effluent is spread across the length of

the diffuser. Therefore, the dynamic analysis presented herein uses the principle of superposition to evaluate individual ports and superimpose overlapping concentration data from all of the discharge ports at the plume centerline (mid-point of the diffuser).

4.1.1 Two-Dimensional Advection-Dispersion Equation

Similar to RIVPLUM, dilution for the current analysis was calculated using the advection-dispersion equation, as found in *Mixing in Inland and Coastal Waters* (Fischer, et al., 1979, Academic Press). The advection-dispersion equation calculates dilution based solely upon ambient parameters including dimensions of the receiving water, current velocity, and a dispersion coefficient. Chapter 2 of *Mixing in Inland and Coastal Waters* describes the diffusion and advection components of the equation, and presents the 2-dimensional form as equation 2.68. This equation is applied to a continuous effluent discharge in a natural system as follows:

$$C(x,y) = \frac{\dot{M}}{ud\sqrt{4\pi\varepsilon_t\left(\frac{x}{u}\right)}}\ exp\left\{\frac{-y^2u}{4\varepsilon_t x}\right\}$$

Where:

C(x,y)	= concentration as a function of x and y
M	= mass discharge rate
x	= downstream distance
y	= transverse (i.e., cross-stream) distance
u	= stream velocity in x-direction
d	= mean stream depth
ε_t	= transverse dispersion coefficient

Converting from a mass-based term to volumetric fraction (the inverse of dilution) yields the following equation:

$$f = \frac{c(x,y)}{C_o} = \frac{q_o}{ud\sqrt{4\pi\varepsilon_t\left(\frac{x}{u}\right)}}\ exp\left\{\frac{-y^2u}{4\varepsilon_t x}\right\}$$

Where:

f	= plume volumetric fraction

C_o = effluent concentration

q_o = effluent flow rate

4.1.2 Transverse Dispersion Coefficient

The transverse dispersion coefficient (ε_t) is set by the default equation 5.6 in Fischer (1979):

$$\varepsilon_t \frac{\square^*}{du} = 0.6$$

Where:

u* = channel shear velocity

Shear velocity may be determined as a function of channel slope, or bottom friction and river velocity, or a default fraction of river velocity (e.g., 0.1u). In this case, the shear velocity, and therefore the transverse dispersion coefficient, are calculated daily as a function of the river velocity and the stream bed roughness using Manning's equation.

4.1.3 Vertical Mixing

One of the stipulations for using the 2-D equation is that the effluent plume must be mixed very rapidly in the vertical dimension. The date of 9/16/2006 has been chosen as the test date for "near-critical" conditions of effluent and river flow. River velocity and depth were 1.10 fps and 1.43 feet, respectively.

From equations 5.3 and 5.10 in Fischer (1979), the approximate distance downstream to the point where complete vertical mixing for the raised diffuser ports can be assumed (L) is:

$$L = 0.1u^{d^2}/\varepsilon_v$$

Where:

ε_v = vertical dispersion coefficient = 0.015 ft^2/sec on 9/16/06

Therefore:

$L = (0.1)(1.1)(1.43)^2/0.015 = 15$ feet

The calculation above is a very conservative test for the assumption of complete mixing because it neglects the initial jet momentum of the discharge itself. We conclude that complete vertical mixing occurs very rapidly at the Monroe WWTP outfall, and thus the 2-D advection-dispersion equation is an applicable mixing zone model for the acute and chronic mixing zone boundary.

Rapid vertical mixing of the effluent plume was also visually confirmed from the dye photo shown in Figure 2.

4.1.4 2-D Model with Superposition

The Monroe mixing zone model combines the 2-D advection-dispersion equation with the principal of superposition. The model is illustrated in Figure 3. The 2-D model is run for each individual port with one-quarter of the total flow rate. The resulting volumetric fraction (f) is the sum of each port at any location of interest (x,y).

A sample calculation for the "near-critical" test date of 9/16/06 is provided in Appendix D. The test calculation shows centerline dilution for both acute and chronic mixing zone boundaries for the test date, and was used to validate the dynamic spreadsheet model discussed below.

4.1.5 Continuous Simulation Dilution Model

Input data for the advection-dispersion equations (see the "2D A-D" tab in Appendix C) include effluent and river flow rate, and physical dimensions based upon the outfall design and the location of mixing zone boundaries. The input data is similar to the data used in 2004 for the RIVPLUM model. The only significant change is the Manning's Roughness Coefficient (n), which is a measure of the roughness characteristics of the riverbed. Higher values indicate a rougher surface, which would create greater mixing. The 2004 study used a value of 0.08; however, a value of 0.04 is more appropriate based upon (Roberson and Crowe, 1975).

Based upon the input data, the equations calculate the centerline dilution at the acute and chronic mixing zone boundaries for each day. The dynamic model (see the "Monroe Dynamic Modeling" tab in Appendix C) then performs the regression statistics per USEPA methodology. Table 2 summarizes the data in the dynamic model spreadsheet, while the following paragraphs discuss the regression statistics used to determine the dilution factors. Additional columns in the dynamic modeling spreadsheet are discussed in later sections as they pertain to the ammonia and metals analyses.

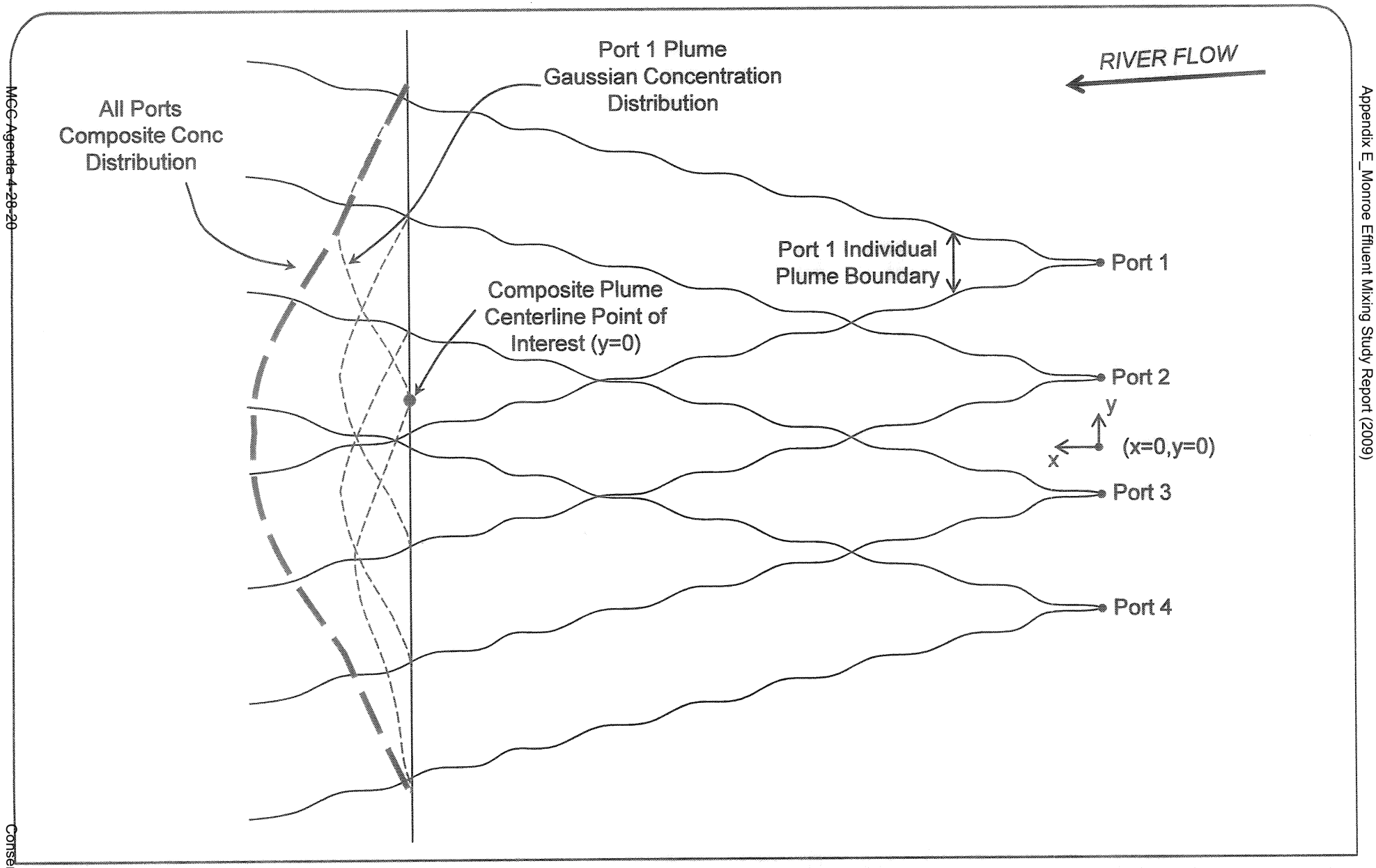

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Figure 3: 2-D Advection-Dispersion Model with Superposition

Table 2 Dynamic Model Spreadsheet Information – Dilution Analysis

Column	Description
A	Date
B	Julian day
C	River flow (cfs) at Monroe from "Skyko Riv Q" worksheet
D*	Effluent flow (cfs) from "2D A-D" worksheet - from DMR data
E	Calculated acute dilution factor from column AK in "2D A-D" worksheet
F	Acute dilution factor based on 2.5 percent of ambient flow from column AL in "2D A-D" worksheet
G	Minimum acute dilution factor of Columns E and F
H	Calculated chronic dilution factor from column BU in "2D A-D" worksheet
I	Chronic dilution factor based on 25 percent of ambient flow from column BV in "2D A-D" worksheet
J	Minimum chronic dilution factor of Columns H and I
K	Running 4-day average chronic dilution factor of Column J

* A conversion error between million gallons per day (mgd) and cubic feet per second (cfs) was identified in the 2004 analysis spreadsheets and corrected for the current analysis.

Rows 3 through 1,829 of the dynamic model spreadsheet include daily data and model results between October 1, 2003, and September 30, 2008. Rows 1,832 through 1843 are the statistics used to calculate the critical dilution factors based on the continuous simulation model. Rows 1,834 through 1,838 list the minimum dilution factors for WY 2004 through 2008. Column G has the acute values and Column K has the 4-day chronic values. Log_{10} transformed values of the annual minima are in Columns H and L. Mean, standard deviation, and z-statistics are provided in Rows 1,840 through 1,842. The resulting dilution factors with a 3-year recurrence probability are presented in Row 1,843.

Based upon the regression statistics, the annual acute and chronic dilution factors for WY 2004-2008 are **8.0 and 16.8**, respectively.

4.2 CONTINUOUS SIMULATION FOR AMMONIA

The water quality criteria for ammonia (see WAC 173-201A-240) vary depending upon the presence or absence of salmon, are dependent on pH and temperature, and are for the un-ionized form of ammonia. The temperature and pH in the mixing zone are a function of the dilution at the mixing zone boundaries. The mixed temperature may be calculated by a simple mixing analysis due to the short duration in the mixing zone (less than 2 minutes to the chronic mixing

zone boundary). However, the mixed pH is a function of the buffering capabilities (*i.e.*, alkalinity) of both the effluent and receiving water.

An Ecology-developed spreadsheet (see the "pH mix" tab in Appendix C) was used to calculate temperature and pH values and the mixing zone boundaries based upon effluent/ambient data and the calculated dilution. A second Ecology-developed spreadsheet (see the "NH3 Criteria tab in Appendix C) was used to calculate ammonia criteria based upon the calculated temperature and pH.

Table 3 summarizes the continuous simulation analysis for ammonia, which is included in the same spreadsheet at the dynamic model analysis (see the "Monroe Dynamic Modeling" tab in Appendix C).

Table 3 Dynamic Model Spreadsheet Information – Ammonia Analysis

Column	Description
L	pH at the acute mixing zone boundary, from "pH mix" tab
M	pH at the chronic mixing zone boundary, from "pH mix" tab
N	Temperature at the acute mixing zone boundary, from "pH mix" tab
O	Acute ammonia-N criterion, from "NH3 criteria" tab
P	Chronic ammonia-N criterion, from "NH3 criteria" tab
Q	Effluent ammonia from "DMRs" tab, interpolated for daily values from DMRs
R	Ambient ammonia from "Ambient Data" tab, data used are from monthly data sets from the period of record (2003-2008) at Ecology monitoring Station 07C070
S	Ammonia-N concentration at the acute mixing zone boundary, a function of ambient concentration, effluent concentration, and acute dilution
T	Ammonia-N concentration at the chronic mixing zone boundary, a function of ambient concentration, effluent concentration, and chronic dilution
U	A logical function comparing the acute mixing zone concentration to the acute criterion
V	A logical function comparing the chronic mixing zone concentration to the chronic criterion
W	Acute wasteload allocation is the effluent ammonia concentration that would exactly meet the acute water quality criterion at the mixing zone boundary
X	Chronic wasteload allocation is the effluent ammonia concentration that would exactly meet the chronic water quality criterion at the mixing zone boundary
Y	Running 4-day average for the chronic wasteload allocations

In rows 1,832 through 1,843, the critical acute and chronic wasteload allocations (in mg/L) are calculated for an annual 3-year return interval. The critical allocations are based on log-transformed values as recommended by USEPA (1991). The critical acute and chronic ammonia allocations are **231.7 mg/L** and **30.7 mg/L**, respectively. The recent WWTP upgrade to nitrify the effluent virtually ensures that the ammonia criteria are met.

4.3 CONTINUOUS SIMULATION FOR METALS

Prior to the most recent NPDES permit modification in December 2005, the City sampled treated effluent for copper, mercury, and zinc. The City currently samples only for Mercury (twice monthly during the dry weather period). The metals analyses herein were performed for copper, mercury, and zinc using available data from the past five years. Because the City does not have daily (or even current monthly) data for effluent metals, the continuous simulation is used to develop metals wasteload allocation. Compliance with metals criteria is evaluated in Section 5 – Reasonable Potential Analysis.

Water quality criteria for copper and zinc (see WAC 173-201A-240) are hardness dependent, while mercury criteria are independent of hardness. The *Permit Writer's Manual* (Ecology, 2008) requires using the lowest ambient hardness value observed during the critical condition if the number of test values is 20 or less, or the 10th percentile value (lognormal transformed) if the hardness data set consists of more than 20 values. Using Ecology and City data provided in Appendix B, a data set consisting of 12 values, results in a critical ambient hardness of 9.78 mg/L. Mixed hardness at the acute and chronic mixing zone boundaries was calculated using a simple mixing equation assuming an effluent hardness of 30 mg/L as used in the 2004 analysis.

Table 4 summarizes the continuous simulation analysis for metals, which is included in the same spreadsheet at the dynamic model analysis (see the "Monroe Dynamic Modeling" tab in Appendix C).

Table 4 Dynamic Model Spreadsheet Information – Metals Analysis

Column	Description
AA	WWTP effluent hardness is the lowest value from the Monroe data
AB	River hardness is the lowest value from the Monroe and Ecology data
AC	Hardness at the acute mixing zone boundary based on simple dilution calculation
AD	Hardness at the chronic mixing zone boundary based on simple dilution calculation
AE	Acute copper criteria (dissolved) calculated on a daily basis as a function of hardness at the acute mixing zone boundary
AF	Chronic copper criteria (dissolved) calculated on a daily basis as a function of hardness at the chronic mixing zone boundary
AG	Critical ambient copper concentration is the geometric mean of the Ecology data set multiplied by 1.74
AH	Acute wasteload allocation is the effluent copper concentration that would exactly meet the acute water quality criterion at the mixing zone boundary
AI	Chronic wasteload allocation is the effluent copper concentration that would exactly meet the chronic water quality criterion at the mixing zone boundary
AJ	The running 4-day average for the chronic wasteload allocations
AK-AP	These columns are identical to AE through AJ, but for mercury
AQ-AV	These columns identical to AE through AJ, but for zinc

In rows 1,832 through 1,843, the critical acute and chronic wasteload allocations are calculated for an annual 3-year return interval. The critical allocations are based on log-transformed values as recommended by USEPA (1991). The critical metals allocations are summarized as follows:

Copper:	Acute = 11.6 μg/L	Chronic = 12.2 μg/L
Mercury:	Acute = 16.9 μg/L	Chronic = 0.16 μg/L
Zinc:	Acute = 137.5 μg/L	Chronic = 227.5 μg/L

4.4 CONTINUOUS SIMULATION FOR TEMPERATURE

Applicable water quality standards for temperature are detailed in WAC 173-201A-200. Temperature standards are specific to the aquatic life uses designated by Ecology for the receiving water. In the vicinity of the WWTP discharge, the Skykomish River is designated as core summer salmonid habitat. The water quality temperature standard (16°C) applies at the chronic mixing zone boundary.

Temperature standards are evaluated in reference to the 7-day average of the daily maximum temperature (7-DADMax) for both the effluent and receiving water. Additional incremental temperature rise criteria apply depending upon the ambient receiving water temperature in respect to the criteria. Currently available temperature data are presented in Section 3.3 (ambient temperature) and Section 3.4 (effluent temperature). The temperature data presented in these sections is somewhat limited as effluent temperature sampling was discontinued in June 2004 and receiving water temperature data is a single daily value collected monthly, rather than a daily maximum value. Therefore, the dynamic analysis for temperature was based upon the following assumptions:

- Effluent temperature – For dates beyond June 2004, monthly average values were calculated based upon data collected between 1997 and 2004. The monthly average temperature was applied for each day of the respective month. Effluent temperature is presented in Appendix C.

- Ambient temperature – Measured data (collected monthly) was assumed to be the daily temperature for each day until a new monthly temperature measurement was collected. Ambient temperature data is presented in Appendix B.

Ecology has developed a spreadsheet (T-mix Fresh) to evaluate compliance with temperature standards using a simple mixing analysis. Ecology's spreadsheet calculations were incorporated into the spreadsheet tab "pH mix" in Appendix C to provide a daily analysis of temperature standards for WY 2004 through 2008. Based upon the available temperature data, the effluent discharge does not exceed water quality standards for temperature.

SECTION 5: REASONABLE POTENTIAL ANALYSIS

5.1 REASONABLE POTENTIAL TO EXCEED WATER QUALITY STANDARDS

The reasonable potential to exceed water quality standards is a standard statistical test developed by EPA and adopted by Ecology to establish the need for effluent limitations in NPDES permits. Reasonable potential analysis (RPA) procedures are outlined in the *Permit Writer's Manual* (Ecology, 2008) and the *Technical Support Document for Water Quality-Based Toxics Control* (USEPA 505/2-90-001, 1991).

The RPA was performed using dilution factors calculated as presented in Section 4.1. Ambient and effluent water quality data used as input values for the RPA are presented in Sections 3.3 and 3.4, respectively. Effluent data are 95th percentile values for the data set while ambient data are 90th percentile values for ammonia (large data set) and the geometric mean x 1.74 for metals (small data set).

5.2 REASONABLE POTENTIAL ANALYSIS RESULTS

Reasonable potential analysis results for ammonia and metals (copper, mercury, and zinc) are summarized in Table 5. The RPA indicates there is no reasonable potential to exceed water quality standards for the parameters evaluated. Table 5 also presents an "RPA Ratio" for each contaminant. The RPA Ratio is the ratio of the predicted contaminant concentration at the mixing zone boundary to the regulatory standard.

All of the RPA Ratio's in Table 5 are less than 1, indicating no exceedance of water quality standards. The higher the RPA Ratio, the closer the predicted contaminant concentration is to the standard. Therefore, each of the metals approaches the standard, which if exceeded, would result in Ecology developing a discharge limit for the respective contaminant[2]. The City currently samples only for mercury (June – October). The reasonable potential analysis presented above indicates that discharge limits are not required for ammonia or any of the metals.

---

[2] Discharge limits would be based upon the continuous simulations and waste load allocations discussed Sections 4.2 and 4.3 for ammonia and metals, respectively.

Table 5 Reasonable Potential Analysis Results Summary

	Copper (µg/L)	Mercury (µg/L)	Zinc (µg/L)	Ammonia (mg/L as N)
Coefficient of Variation	0.56	0.60	0.46	1.99
Number of Sample Points	116	132	116	181
95th Percentile Concentration	15.0	0.20	140.0	6.25
Water Quality Standard				
Acute	2.36	2.10	19.37	15.21
Chronic	1.72	0.012	16.07	2.10
Ambient Concentration(1)	0.92	0.002	1.40	0.10
Mixed Concentration				
@ Acute Boundary	1.82	0.019	16.37	0.43
@ Chronic Boundary	1.35	0.010	8.53	0.21
Reasonable Potential ?				
@ Acute Boundary	NO	NO	NO	NO
@ Chronic Boundary	NO	NO	NO	NO
RPA Ratio				
@ Acute Boundary	0.77	0.01	0.85	0.03
@ Chronic Boundary	0.78	0.83	0.53	0.10

(1) Ambient concentration value is 90th percentile for ammonia (large data set) and the geometric mean x 1.74 for metals (small data set).

Detailed RPA worksheets are provided in Appendix E.

SECTION 6: SUMMARY

The analysis presented in this report was performed to satisfy NPDES Permit Condition S8. The dynamic model developed previously (see Section 1.2) was updated with the ambient and effluent data for the most recent 5-year period (WY 2004 through 2008), and also to better reflect the design of the outfall diffuser. The critical acute and chronic dilution factors calculated by the dynamic model are 8.05 and 16.8, respectively. Based upon the calculated dilution and available effluent/receiving water contaminant data, there is no reasonable potential to exceed water quality standards. Therefore, discharge limits are not required for ammonia or any of the metals contaminants of concern (copper, mercury, and zinc).

SECTION 7: REFERENCES

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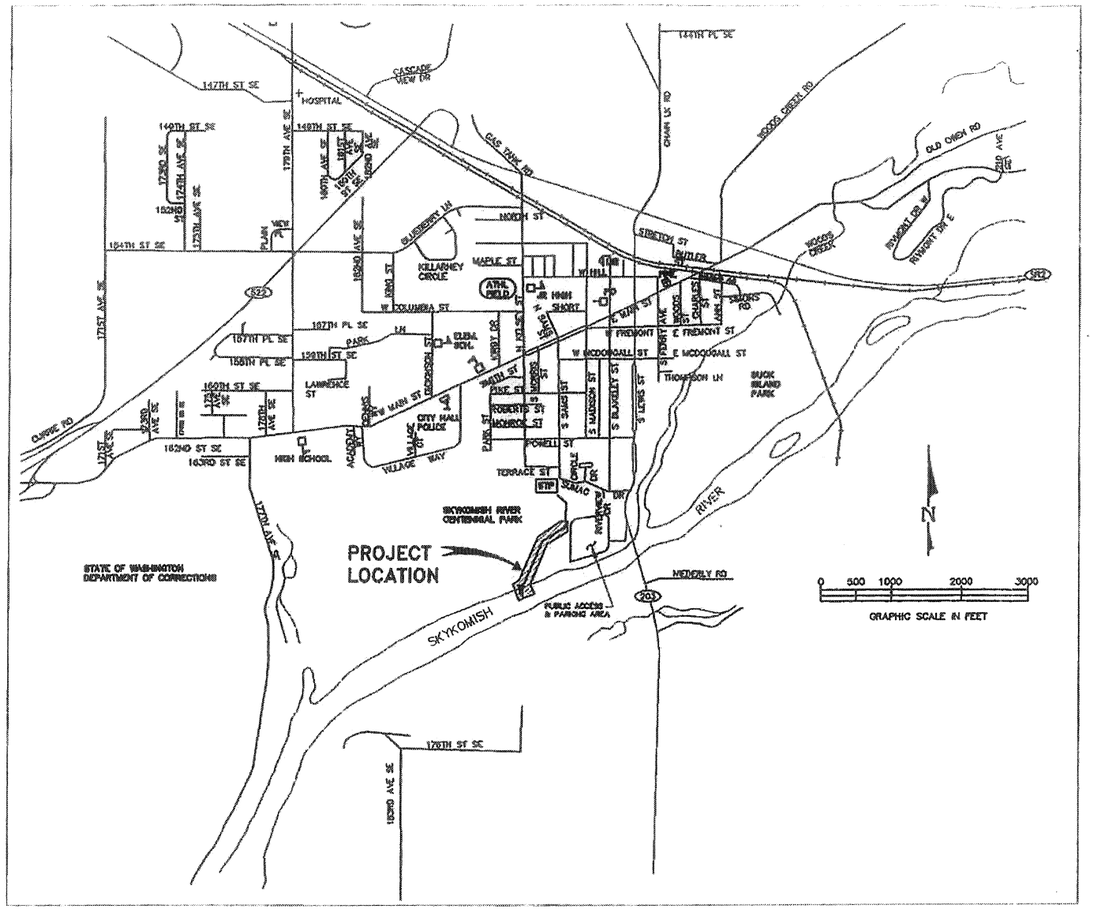
Appendix A

Outfall Design Drawings

Civil, Environmental, and Recreational Consulting

Printed on Recycled Paper



LOCATION MAP

CITY OF MONROE

WASTEWATER TREATMENT PLANT

OUTFALL REPLACEMENT

MAY, 1995

MAYOR: GORDON TJERNE

COUNCIL: MIKE DONOW
VERN CURLEY
JIM HAGER
BOB HOLMAN
JIM HUNNICUTT
MATT CARROLL
BOB WILCOX

ADDENDA 1 AND 2 INCORPORATED

CITY ADMINISTRATOR: DOUG JACOBSON, P.E.

INDEX OF DRAWINGS

Drawing No.	Sheet Title
1	COVER SHEET – LOCATION MAP – INDEX OF DRAWINGS
2	PLAN AND PROFILE
3	DETAILS
4	DETAILS
2 5	HEADER AND OUTFALL ASSEMBLY, ALTERNATIVE NO. 2

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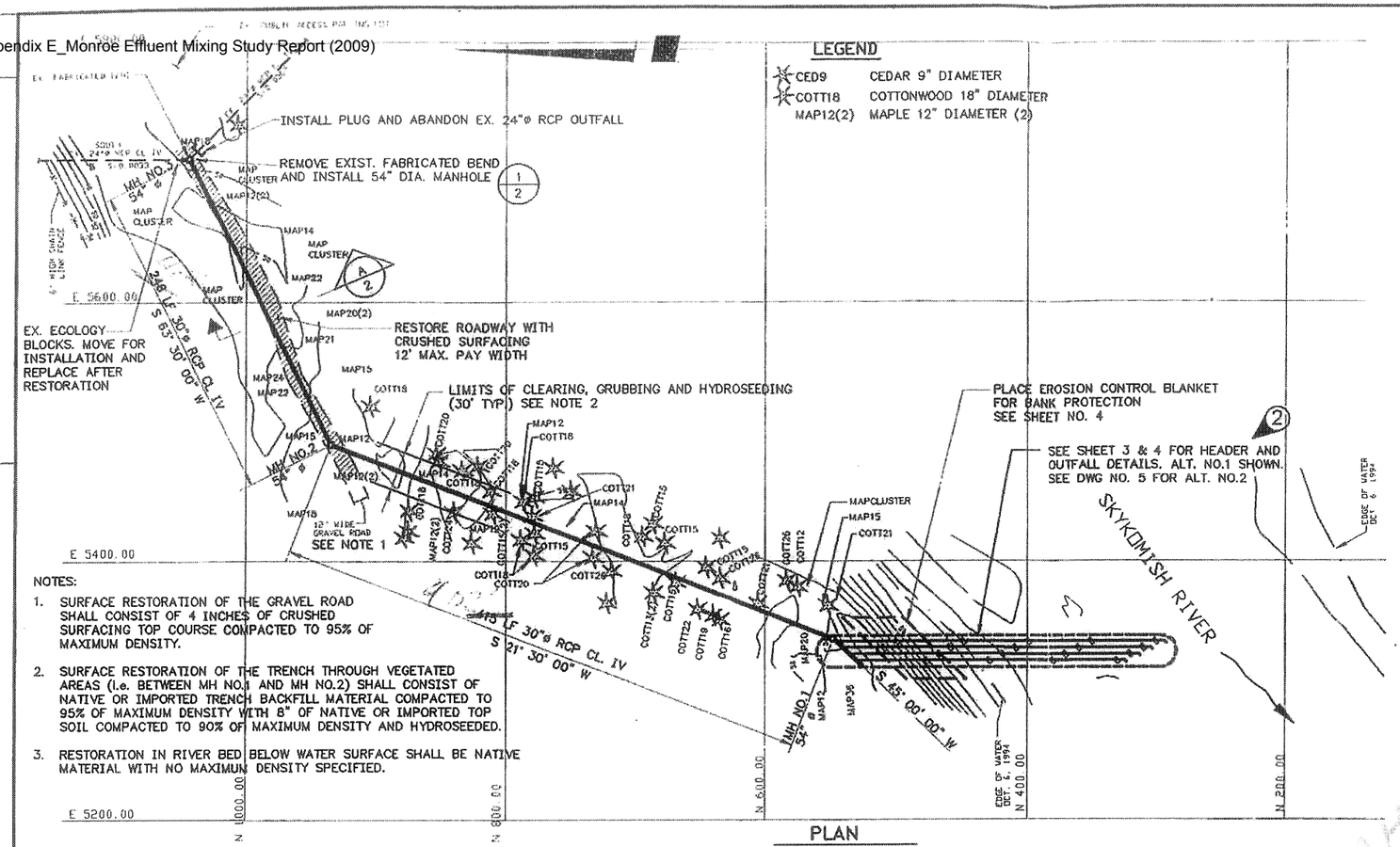
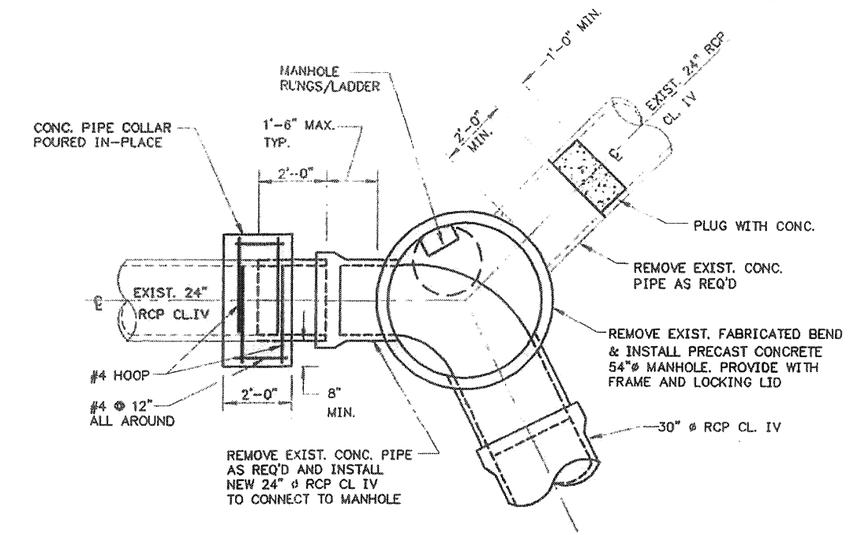
Ph. (206) 455-6404
720 S. 333rd
Federal Way, WA 98003
Ph. (206) 838-8202



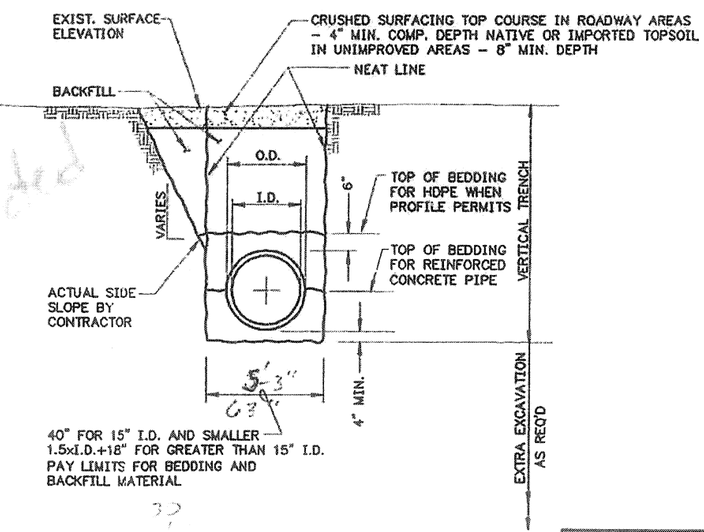
NOTES:

1. SURFACE RESTORATION OF THE GRAVEL ROAD SHALL CONSIST OF 4 INCHES OF CRUSHED SURFACING TOP COURSE COMPACTED TO 95% OF MAXIMUM DENSITY.
2. SURFACE RESTORATION OF THE TRENCH THROUGH VEGETATED AREAS (i.e. BETWEEN MH NO.1 AND MH NO.2) SHALL CONSIST OF NATIVE OR IMPORTED TRENCH BACKFILL MATERIAL COMPACTED TO 95% OF MAXIMUM DENSITY WITH 8" OF NATIVE OR IMPORTED TOP SOIL COMPACTED TO 90% OF MAXIMUM DENSITY AND HYDROSEEDED.
3. RESTORATION IN RIVER BED BELOW WATER SURFACE SHALL BE NATIVE MATERIAL WITH NO MAXIMUM DENSITY SPECIFIED.

PLAN
SCALE: 1"=50'

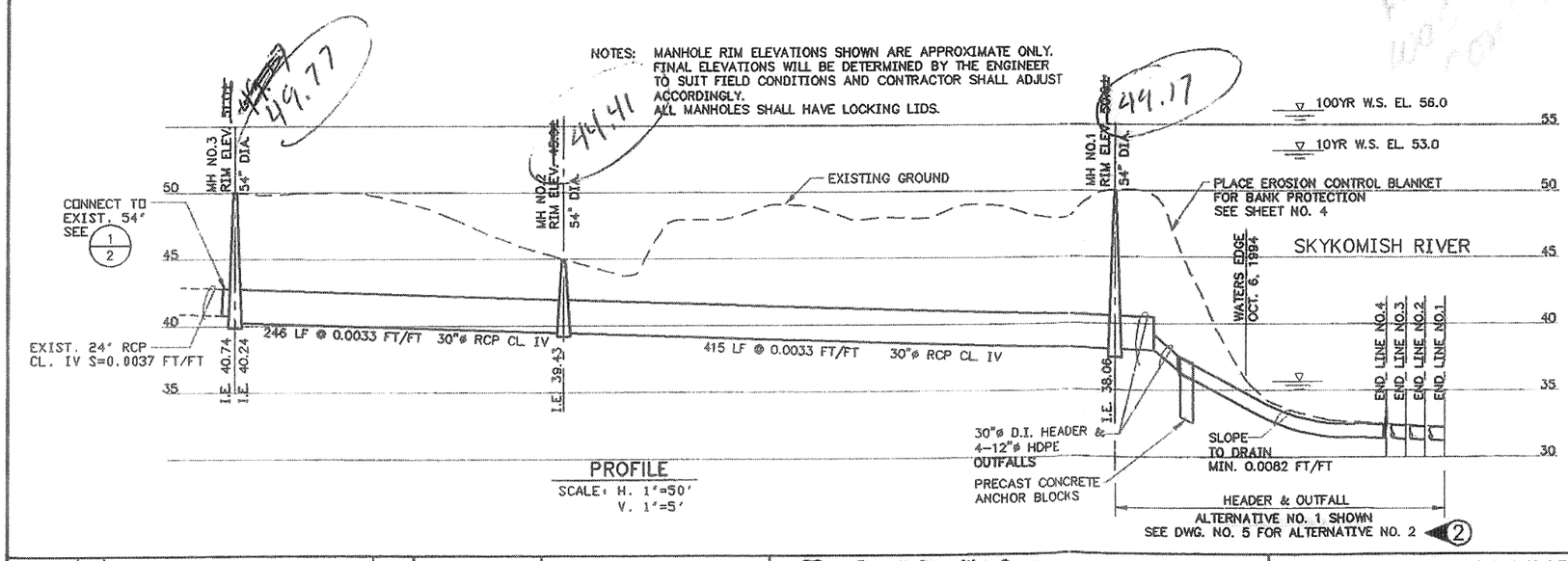


1/2 MANHOLE NO. 3
SCALE: 1/2"=1'-0"



A/2 TYPICAL TRENCH SECTION
N.T.S.

NOTES: MANHOLE RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY. FINAL ELEVATIONS WILL BE DETERMINED BY THE ENGINEER TO SUIT FIELD CONDITIONS AND CONTRACTOR SHALL ADJUST ACCORDINGLY.
ALL MANHOLES SHALL HAVE LOCKING LIDS.



PROFILE
SCALE: H. 1"=50'
V. 1"=5'

NOTE: COORDINATE GRID SHOWN IS AN EXTENSION OF ASSUMED COORDINATE GRID SHOWN ON DRAWING C-3, SHEET 10 OF 114 OF PLANS FOR CITY OF MONROE WASTEWATER TREATMENT PLANS, TO AVOID NEGATIVE VALUES FOR NORTHINGS N1000 SHOWN HEREON IS EQUAL TO N000 ON THE WASTEWATER TREATMENT PLAN SHEETS.

REDUCED TO APPROX. HALF SIZE

Date	No.	Description	By
6/08/95	2	ADDENDUM NO. 2	DN

REVISION

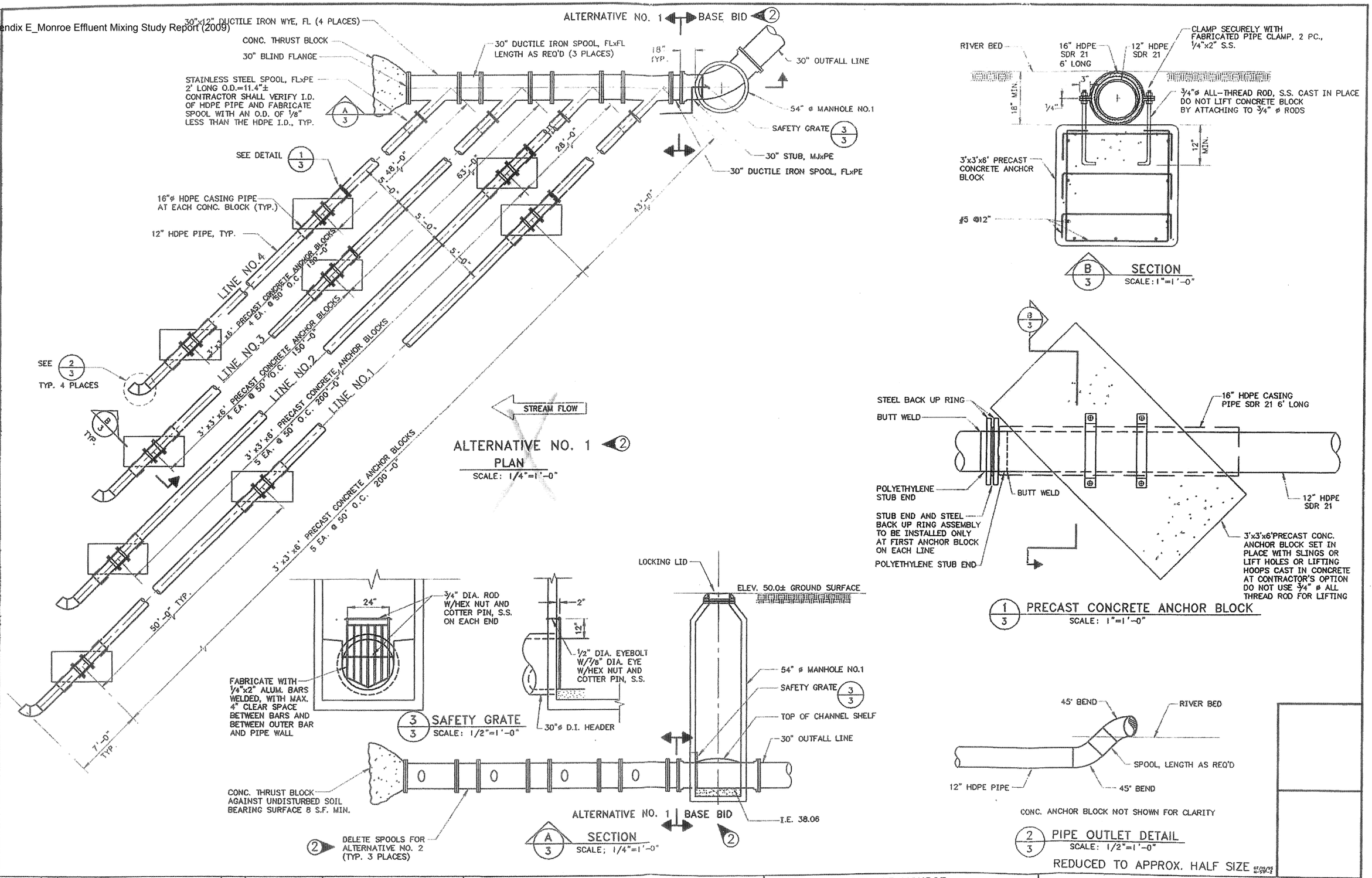
Designed DN
Drawn BF
Checked CC
Approved
Scale NOTED
Date MAY 1995
Project No. 50515102.310

Barrett Consulting Group
Civil / Environmental Engineers

CITY OF MONROE
WASTEWATER TREATMENT PLANT
OUTFALL REPLACEMENT

PLAN AND PROFILE

DWG 2 OF 5



Date	No.	Description	By
6/08/95	2	ADDENDUM NO. 2	DN

REVISION

Designed DN | Drawn BF | Checked CHK | Approved | Scale NOTED | Date MAY 1995 | Project No. 50515102.310

Barrett Consulting Group
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Civil / Environmental Engineers
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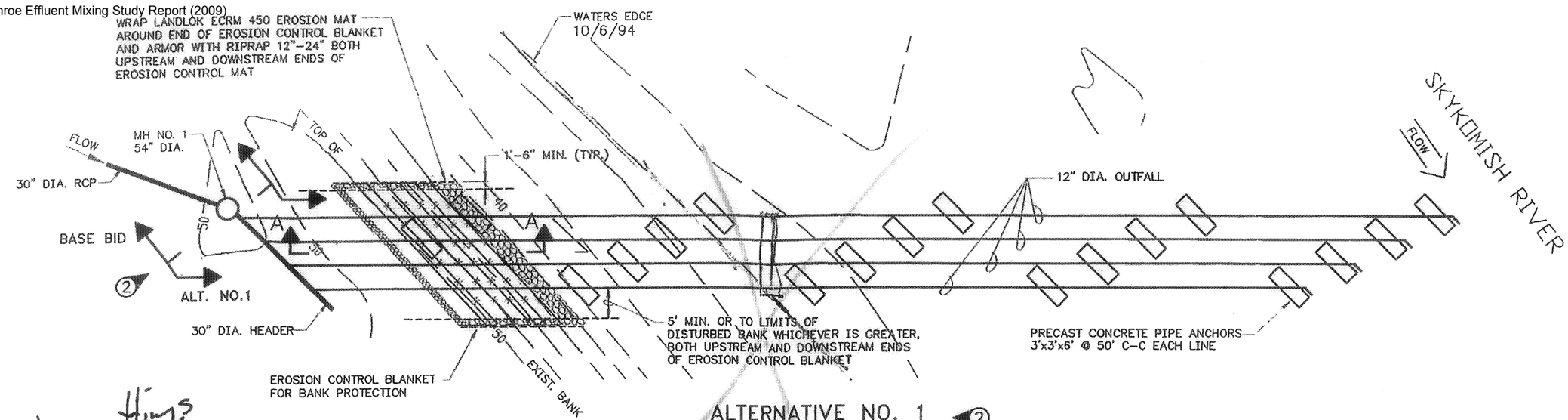
1200 Dupont St. Ste 2-H, Bellingham, WA 98225, 206 734-3202, Fax 206 734-0816

CITY OF MONROE
WASTEWATER TREATMENT PLANT
OUTFALL REPLACEMENT

DETAILS 2

DWG 3 OF 5

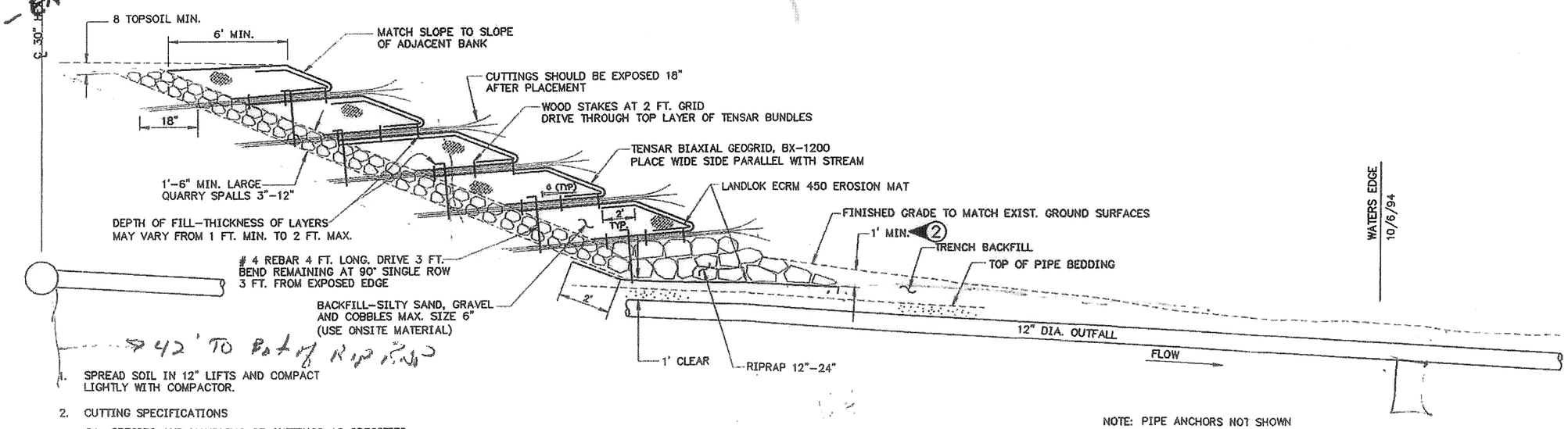


ALTERNATIVE NO. 1 (2)

PLAN VIEW

N.T.S.

Willow cuttings Avail @ END of Oct. – Apr/1 Nov.



1. SPREAD SOIL IN 12" LIFTS AND COMPACT LIGHTLY WITH COMPACTOR.

2. CUTTING SPECIFICATIONS

   2A. SPECIES AND HANDLING OF CUTTINGS AS SPECIFIED.

   2B. MINIMUM LENGTH 9 FT. WITH 1/2" TO 1 1/2" DIAMETER.

   2C. BRANCHES SHOULD BE PLACED WITH BUTTS BACK INTO BANK & SOME CRISSCROSSING OF STEMS.

   2D. BRANCHES TO BE PLACED 4"–6" APART, APPROX. 100 BRANCHES PER LAYER.

NOTE: PIPE ANCHORS NOT SHOWN

CROSS SECTION A–A

N.T.S.

REDUCED TO APPROX. HALF SIZE

Date	No	Description	By
6/08/95	2	ADDENDUM NO. 2	DN

REVISION

Designed DN | Drawn BF | Checked DVW | Approved | Scale NOTED | Date MAY 1995 | Project No. 50515102.310

Barrett Consulting Group
10600 N.E. 8th Street, 7th Floor, Bellevue, WA 98004, 206 455-9696, Fax 206 455-9470
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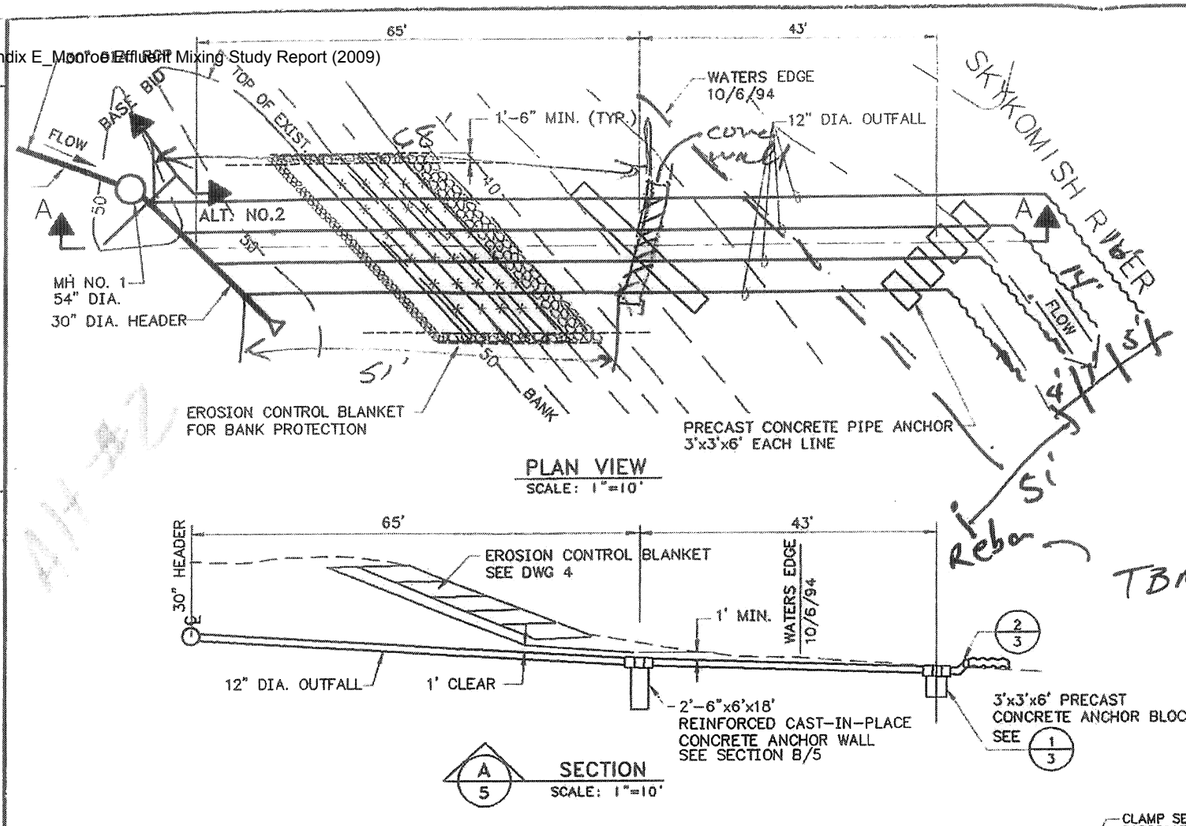
1200 Dupont St. Ste 3-B, Bellingham, WA 98225, 206 734-3302, Fax: 206 734-0818

CITY OF MONROE
WASTEWATER TREATMENT PLANT
OUTFALL REPLACEMENT

DETAILS (2)

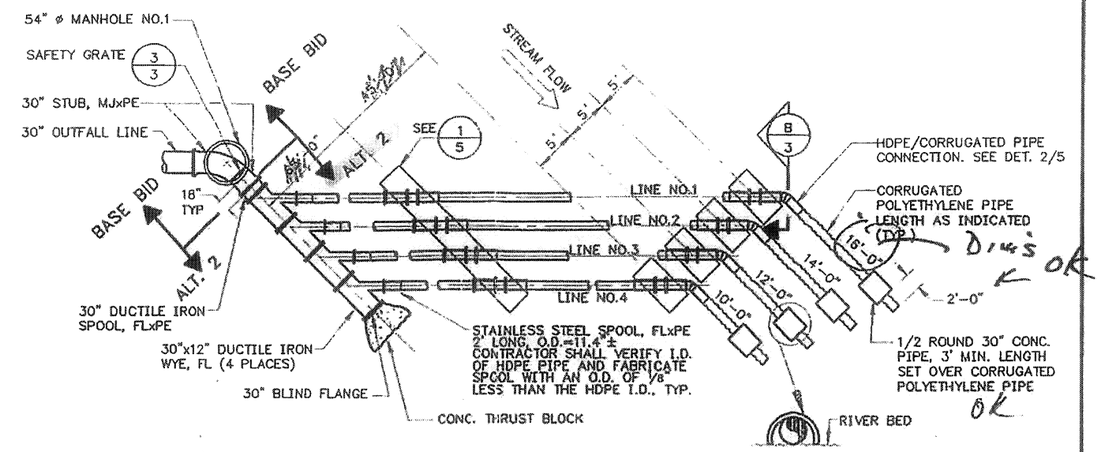
DWG 4 OF 5



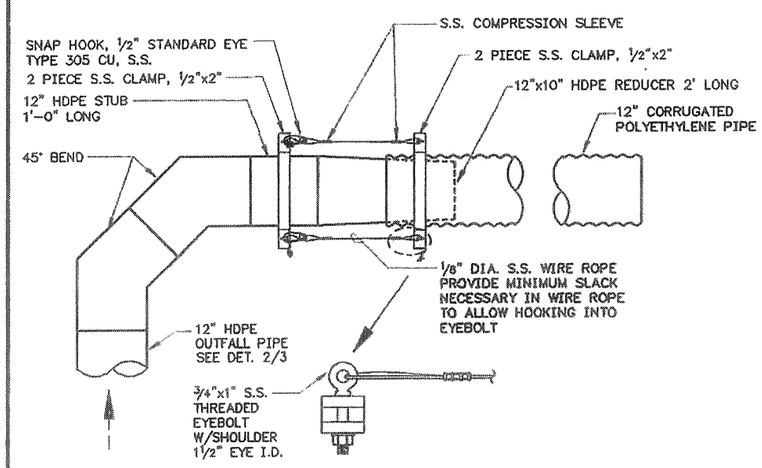
PLAN VIEW
SCALE: 1"=10'

A/5 SECTION
SCALE: 1"=10'

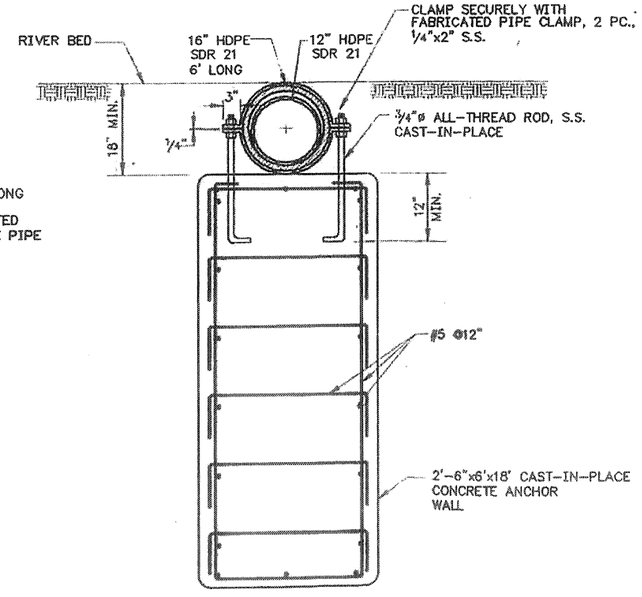
TBM 823-54L
EL 41.26



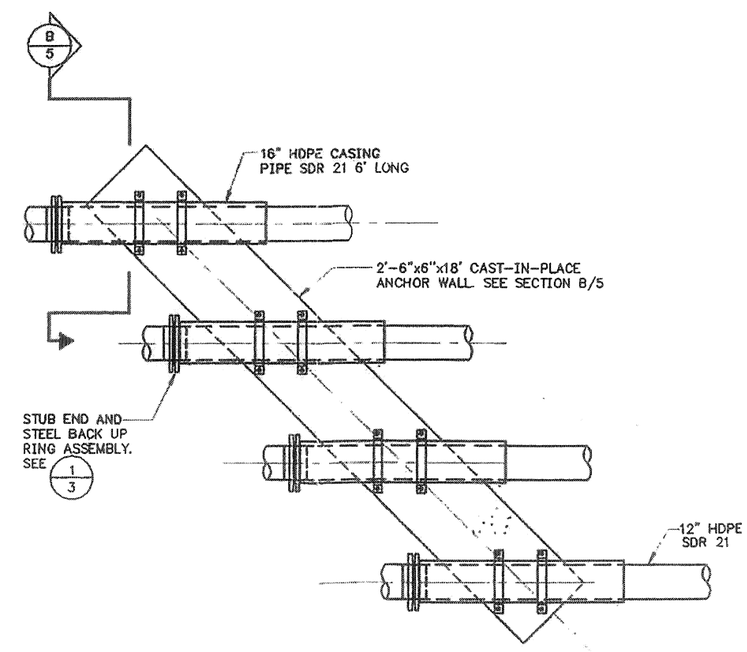
PLAN
SCALE: 1/8"=1'-0"



2/5 HDPE/CORRUGATED PIPE CONNECTION
N.T.S.



B/5 SECTION
SCALE: 1"=1'-0"



1/5 PRECAST CONCRETE ANCHOR WALL
SCALE: 1/2"=1'-0"

REDUCED TO APPROX. HALF SIZE

Date	No.	Description	By
6-6-95		ADDENDUM NO. 2	DN

REVISION

Designed DN
Drawn BF
Checked CHK
Approved
Scale NOTED
Date MAY 1995
Project No. 50515102.310

Barrett Consulting Group
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1200 Dupont St., Ste. 3-B, Bellingham, WA 98225, 206 734-3202, Fax 206 734-0816

CITY OF MONROE
WASTEWATER TREATMENT PLANT
OUTFALL REPLACEMENT

ADDENDUM NO.2 (2)

DWG 5 OF 5

COSMOPOLITAN ENGINEERING GROUP

Appendix B

Ambient Water Quality Data

Civil, Environmental, and Recreational Consulting

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Ecology Monitoring Studies 07Cu...

Data qualifiers

code	description
E	Reported result is an estimate.
G	Value is greater than result reported.
J	The analyte was positively identified. The associated numerical result is an estimate.
J?	Converted from older remark codes with various definitions. Result should be considered an estimate.
U	The analyte was not detected at or above the reported result.
UJ	The analyte was not detected at or above the reported estimated result.

date	time	COND (umhos/cm)	FC (#/100ml)	FLOW (CFS)	NH3_N (mg/L)	NO2_NO3 (mg/L)	OP_DIS (mg/L)	OXYGEN (mg/L)	PH (pH)	PRESS (mm/Hg)	SUSSOL (mg/L)	TEMP (deg C)	TP_P (mg/L)	TP_PInLine (mg/L)	TP_P_ICP (mg/L)	TPN (mg/L)	TURB (NTU)	Turb-JTU (JTU)
10/20/2003	11:50	31	73	5557	0.021	0.176	0.0042	10.9	7.11	761.49	9	11			0.0107	0.25	5.5	
11/18/2003	11:00			49143 J														
12/16/2003	11:30	34	5	6254	0.01 U	0.169	0.0032	12.56	7.18	766.32	5	5.2			0.0065	0.23	8.6	
1/27/2004	11:35	33	4	9782	0.01 U	0.229	0.003 U	13.06		765.3	6	4.3			0.0074	0.273	7.4	
2/24/2004	11:35	39	1 U	3860	0.01 U	0.173	0.003 U	12.7	7.27	757.43	1	5.4			0.0034	0.193	2.8	
3/22/2004	10:20	35	1 U	4744	0.01 U	0.113	0.003 U	12.3	7.35	764.29	1 U	7.6			0.0029	0.15	1.9	
4/19/2004	10:45	31	1 U	6311	0.01 U	0.078	0.003 U	11.9	7.46	761.75	17	8			0.0028	0.12	1.3	
5/18/2004	11:20	27	5	6767	0.01 U	0.042	0.003 U	11.7	7.24	761.49	3	9.9			0.0027	0.08	1.7	
6/22/2004	11:10	28	2	5603	0.01 U	0.033	0.003 U	10.6	7.35	758.95	2	13.8			0.0021	0.073	1.6	
7/20/2004	11:25	39	5 J	2158	0.01 U	0.041	0.003 U	11.1	7.54	767.59	2	17.2			0.0019	0.076	0.6	
8/17/2004	10:35	45	12	1367	0.01 U	0.058	0.003 U	9.4	7.46	768.35	2	19			0.003	0.12	1	
9/21/2004	11:25	33	7	5442	0.01 U	0.131	0.003 U	11.11	7.38	771.4	2	11.2			0.0033	0.15	1.5	
10/19/2004	11:05	30	19	9782	0.014	0.132	0.003 U	11.2	7.11	748.76	4	10.1			0.0031	0.18	1.9	
11/16/2004	10:00	36	9 J	5143	0.01 U	0.142	0.003 U	11.7	7.23	770.38	4	7.6			0.0044	0.2	3.1	
12/14/2004	10:25	31	3 J	12366	0.01 U	0.204	0.003 U	12.2	7.16		14	6.3			0.01	0.24	13	
1/25/2005	10:00	27	2	11701	0.01 U	0.132	0.003 U	12.5	7.2	767.08	11	5.4			0.0094	0.15	11	
2/15/2005	10:50	40	2	4185	0.01 U	0.166	0.0037	13.2		776.89	2	3.1			0.0052	0.19	4.1 J	
3/29/2005	10:35	32	10	8132	0.01 U	0.205	0.003 U	12.2	7.19	757.17	7	5.6			0.0069	0.251	7.8	
4/19/2005	9:50	36	4 J	6596	0.01 U	0.187	0.003 U	12	7.24	772.41	4	7.5			0.0047	0.2	2.9	
5/24/2005	10:20	32	4 J	5511	0.01 U	0.07	0.003 U	11.5	7.3	774.19	2	9.7			0.0035	0.094	2.1	
6/14/2005	10:50	35	8	4513	0.01 U	0.067	0.003 U	11.4	7.36	764.79	2	11			0.0022	0.087	1.3	
7/19/2005	11:04	42	40	2589	0.01 U	0.077	0.0042	10.19	7.59	766.32	2	17			0.0025	0.13	1.2	
8/16/2005	10:50	52	33 J	1458	0.01 U	0.076	0.003 U	9.31	7.43	767.59	2	18.7			0.0031	0.13	0.9	
9/20/2005	10:35	47* J	6	1480	0.01 U	0.085	0.003 U	10.19	7.4 J	774.19	3	14.3			0.0042	0.13	1	
10/18/2005	10:25	32	23	5603	0.013	0.139	0.0036	10.8	7.21	767.08	5	11.1			0.0064	0.19	3	
11/15/2005	10:15	32	1 J	9698	0.01 U	0.287	0.0033	12.6	7.14	769.62	4	6.1			0.0046	0.329	2.1	
12/13/2005	11:10	38	8 J	4223	0.01 U	0.191	0.003 U	13.3	7.29	775.97	3	4.3			0.0042	0.22	2.7	
1/24/2006	10:35	34	1	7990	0.01 U	0.246	0.0036	12.8	7.1	767.08	4	4.8			0.0116	0.263	5.4	
2/14/2006	10:20	39	20	4725	0.01 U	0.229	0.0031	13.3	7.21	772.92	2	4.5			0.0034	0.24	2.3	
3/14/2006	10:35	42	1 U	3685	0.01 U	0.237	0.0037	13.1	7.3	758.95	2	5.2			0.0028	0.253	1.6	
4/18/2006	10:25	36	9	5281	0.01 UJ	0.18	0.003 U	12.5	7.25	775.72	3	7			0.0042	0.2	2.7	
5/16/2006	10:00	22	54 J	13733	0.01 UJ	0.07	0.003 U	12.2	7.1	769.62	53	8.2			0.0148	0.1	27	
6/20/2006	11:00	27	3	6966	0.01 U	0.05	0.003 U	11.9	7.15	779.02	3	9.7			0.0027	0.052	2	
7/18/2006	10:25	34	4	3090	0.01 U	0.042	0.003 U	11.1	7.37	774.7	1	14.2			0.0016	0.067	0.6	
8/22/2006	10:15	46	8	1367	0.01 U	0.062	0.003 U	9.5	7.37	774.7	2	17			0.0026	0.094	1.1	
9/19/2006	11:05	46	58	1386	0.01 U	0.078	0.0032	10.4	7.46	772.67	3	13.8			0.0028	0.11	1.2	
10/16/2006	11:55	41	310	3353 J	0.01 U	0.215	0.0035	10.7	7.25	767.33	11	10.6			0.0111	0.308	7.4	
12/18/2006	11:55			8611 J														
1/22/2007	12:15	40	6		0.01 U	0.228	0.0037	13	7.09	774.95	8	4.3			0.0082	0.24	6.9	
2/12/2007	13:30	34	4	6681 J	0.01 U	0.125	0.0031	12.9	7.19	767.59	12	5.7			0.0083	0.14	9.3	
3/19/2007	12:00	25	1		0.01 U	0.099	0.003 U	12.8	7.06	764.03	34	5.6			0.0152	0.12	18	
4/16/2007	11:55	30	1 U	8667 J	0.01 U	0.092	0.003 U	12.6	7.18	768.6	8	6.5			0.0063	0.099	7.2	
5/21/2007	13:50	25	12	9392 J	0.01 U	0.046	0.003 U	12.26	7.28	772.16	11	8.3			0.0092	0.061	6.6	
6/18/2007	12:45	24	16	8303 J	0.01 U	0.044	0.003 U	11.7	7.11	773.68	9	9.1			0.0073	0.073	7.2	
7/23/2007	13:45	33	39	8303 J	0.01 U	0.053	0.003 U	10.5	7.24	768.86	4	15.1			0.0048	0.1	3.7	
8/20/2007	13:15	38 J	12 J	2089 J	0.01 U	0.061	0.003 U	10	7.44	766.57	2	15.2			0.0026	0.098	2.2	
9/24/2007	13:20	46	3	1570 J	0.01 U	0.078	0.003 U	11.18	7.61	774.7	3	12.6			0.0034	0.12	1.3	
10/22/2007	12:10	29	17		0.01 U	0.185	0.0045	11.8	7.15	784.35	15	7.2	0.015			0.25	8.2	
11/26/2007	12:45	37	6		0.01 U	0.17	0.003 U	12.63	7.2	774.19	2	4.5	0.005 U			0.2	1.7	
12/17/2007	12:00	38	10		0.01 U	0.219	0.0042	12.5	7.11	763.78	7	5	0.013			0.24	7.4	
1/28/2008	12:40	45	1 U		0.01 U	0.238	0.0037	13.23	7.11	755.14	2	2.8	0.0054			0.28	2.3	
2/25/2008	12:55	42	2		0.01 U	0.195	0.003	12.95	7.17	770.64	3	5.8	0.0063			0.2	2.1	
3/17/2008	12:45	39	7		0.01 U	0.184	0.0034	13.1	7.15	765.05	5	5.2	0.0069			0.2	3.6	
4/21/2008	11:55	41	2		0.01 U	0.185	0.0033	12.63	7.21	762	5	5.9	0.0079			0.215	3	
5/19/2008	12:00	20	6		0.01 U	0.076	0.003 U	12.7	6.76	755.9	95	6.4	0.084			0.13	65	
6/16/2008	12:50	24	2		0.01 U	0.062	0.003 U	12.1	7.05	760.22	16	8.9	0.013			0.098	7.1	
7/28/2008	12:40	29	1		0.01 U	0.034	0.003 U	11.1	7.5	759.46	4	13.5	0.005 U			0.06	2.1	
8/18/2008	13:40	33	20		0.01 U	0.04	0.003 U	10	7.24	754.89	3	15.7* J	0.0053			0.055	2.5	
9/22/2008	13:00	42	70		0.01 U	0.083	0.003 U	11.1	7.52	764.54	6	12.6* J	0.0084			0.12	2	

COSMOPOLITAN ENGINEERING GROUP

Appendix C

Dynamic Model Spreadsheets
(enclosed CD)

Civil, Environmental,
and Recreational
Consulting

Printed on Recycled Paper

APPENDIX C
DYNAMIC MODEL SPREADSHEETS

Appendix C data can be found on the enclosed CD.

COSMOPOLITAN ENGINEERING GROUP

Appendix D

Sample Calculations for Critical Period

Civil, Environmental, and Recreational Consulting

Printed on Recycled Paper

AMMONIA CRITERIA

INPUT **Annual**

1. Ambient Temperature (deg C; 0<T<30)
2. Ambient pH (6.5<pH<9.0)

OUTPUT - **Annual**

1. Intermediate Calculations:
   - Chronic FT
   - FPH
   - RATIO
   - pKa
   - Fraction Of Total Ammonia Present As Un-ionized

2. Un-ionized Ammonia Criteria
   Acute (1-hour) Un-ionized Ammonia Criterion (ug NH3/L)
   Chronic (4-day) Un-ionized Ammonia Criterion (ug NH3/L)

3. Total Ammonia Criteria:
   Acute Total Ammonia Criterion (mg NH3+ NH4/L)
   Chronic Total Ammonia Criterion (mg NH3+ NH4/L)

4. Total Ammonia Criteria expressed as Nitrogen:
   Acute Ammonia Criterion as mg N
   Chronic Ammonia Criterion as N

METALS CRITERIA

	Acute Hardness	Chronic Hardness	
Hardness =	12.29	10.98	mg/L

		Surface Water Criteria, ug/L			
		Dissolved Criteria		Total Recoverable Criteria	
#	Parameter	Acute	Chronic	Acute	Chronic
1	Arsenic	360	190	360	190
2	Cadmium	0.380331112	0.20040439	0.36864389	0.200116517
3	Chromium (Hex)	15	10	15.2749491	10.3950104
4	Chromium (Tri)	98.5735166	29.1454273	311.941508	33.89003174
5	Copper	2.361021072	1.718321814	2.45939695	1.789918557
6	Iron	---	---	---	---
7	Lead	6.208673695	0.212629869	5.66253142	0.191052379
8	Manganese	---	---	---	---
9	Mercury	2.1	0.012	2.47058824	0.012
10	Nickel	240.2679769	24.24721386	240.749476	24.32017438
11	Selenium	---	---	20	5
12	Silver	0.093747051	---	0.11029065	---
13	Zinc	19.37479272	16.07430092	19.8106265	16.30253643

This spreadsheet calculates the reasonable potential to exceed state water quality standards for a small number of samples. The procedure and calculations are done per the procedure in Technical Support Document for Water Quality-based Toxics Control, U.S. EPA, March, 1991 (EPA/505/2-90-001) on page 56. User input columns are shown with red headings. Corrected formulas in col G and H on 5/98 (GB)

				State Water Quality Standard		Max concentration at edge of...												
	Metal Criteria Translator as decimal	Metal Criteria Translator as decimal	Ambient Concentration (metals as dissolved)	Acute	Chronic	Acute Mixing Zone	Chronic Mixing Zone	LIMIT REQ'D?	Effluent percentile value		Max effluent conc. measured (metals as total recoverable)	Coeff Variation		# of samples	Multiplier	Acute Dil'n Factor	Chronic Dil'n Factor	
Parameter	Acute	Chronic	ug/L	ug/L	ug/L	ug/L	ug/L			Pn	ug/L	CV	s	n				COMMENTS
copper	0.640	0.640	0.9200	2.3610	1.7183	1.82	1.35	NO	0.95	0.975	15.00	0.56	0.52	116	0.85	8.05	16.9	
mercury	0.850	0.850	0.0022	2.100	0.012	0.019	0.010	NO	0.95	0.978	0.20	0.60	0.55	132	0.82	8.05	16.9	
zinc	0.996	0.996	1.4000	19.37	16.07	16.37	8.53	NO	0.95	0.975	140.00	0.46	0.44	116	0.87	8.05	16.9	
ammonia as N			10.0000	15212	2103	426.83	208.55	NO	0.95	0.984	6250.00	1.99	1.27	181	0.54	8.05	16.9	

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Appendix E

Reasonable Potential Analysis Spreadsheets

Civil, Environmental, and Recreational Consulting

Printed on Recycled Paper

COSMOPOLITAN ENGINEERING GROUP
Civil, Environmental, and Recreational Consulting

Job Name: Monroe M.Z. Stud
Job Number: MNR001
By: Fox
Date: 8/7/9

Sheet 1 of 5
Checked
Date

Check calcs for Monroe RIVPLUM modification for 4-port diffuser

Test date 9/16/2006

$Q_e = 2.57$ mgd $= 3.97$ cfs

$q_e = Q_e/4 = 3.97/4 = 0.99$ cfs

$u = 1.10$ fps

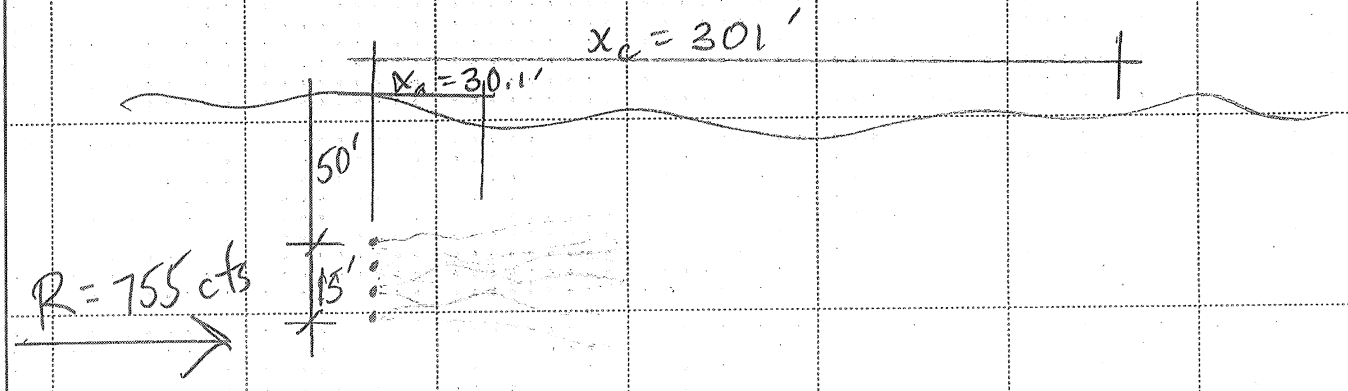
$d = 1.43$ ft

$n = 0.04$

$f = 0.165$

$u_* = 0.158$ fps

$\varepsilon_t = 0.6\, d\, u_* = (0.6)(1.43)(0.158) = 0.136$ ft²/sec



Printed on Recycled Paper

COSMOPOLITAN ENGINEERING GROUP
Civil, Environmental, and Recreational Consulting

Job Name _____ Sheet 2 of 5
Job Number _____ Checked _____
By _____ Date _____ Date _____

Fischer equation 5.7:

$$C = \frac{\dot{M}}{u d \sqrt{4\pi \varepsilon_t (x/u)}} \exp - \left\{ y^2 u / 4 \varepsilon_t x \right\}$$

for each port, set $\dot{m} = q_e C_e$ (C_e = eff conc)

let effluent volumetric fraction $f = \frac{C}{C_e}$

$$f = \frac{C}{C_e} = \frac{q_e}{u d \sqrt{4\pi \varepsilon_t \frac{x}{u}}} \exp - \left\{ \frac{y^2 u}{4 \varepsilon_t x} \right\}$$

<u>Acute M.Z. boundary, diffuser midpoint</u>

$x = 30.1'$

$y_1 = -7.5'$

$y_2 = -2.5'$

$y_3 = +2.5'$

$y_4 = +7.5'$

$$\frac{q_e}{u d \sqrt{4\pi \varepsilon_t \frac{x}{u}}} = \frac{0.99}{(1.10)(1.43)\sqrt{4\pi\, 0.136\, (30.1/1.1)}}$$

$$= \underline{\underline{0.092}}$$

COSMOPOLITAN ENGINEERING GROUP
Civil, Environmental, and Recreational Consulting

Job Name _____ Sheet 3 of 5
Job Number _____ Checked _____
By _____ Date _____ Date _____

Midpoint Diffuser

y	$\left\{\frac{y^2 u}{4\varepsilon_t x}\right\}$	$\exp - \{\ \}$
-7.5	3.78	0.023
-2.5	0.42	0.657
+2.5	0.42	0.657
+7.5	3.78	0.023
	$\Sigma =$	1.36

check @ ℄ port 2

y	$\frac{y^2 u}{4\varepsilon_t x}$	$\exp - \{\ \}$
-5	1.68	0.187
0	0	1.000
+5	1.68	0.187
+10	6.72	0.001
	$\Sigma =$	1.375

Close enough

COSMOPOLITAN ENGINEERING GROUP
Civil, Environmental, and Recreational Consulting

Job Name _____ Sheet 4 of 5
Job Number _____ Checked _____
By _____ Date _____ Date _____

Vol. fraction @ Acute M.Z.

$f = (0.092)(1.36) = 0.125$

Acute Dilution (S_a)

$S_a = \frac{1}{f} = \underline{\underline{8.0}}$

Chronic M.Z. $x = 301'$

$x = 301'$

$$\frac{q_e}{u d \sqrt{4\pi \varepsilon_t \frac{x}{u}}} = \frac{0.99}{(1.10)(1.43)\sqrt{4\pi\ 0.136\ (301/1.10)}}$$

$= \underline{\underline{0.029}}$

@ midpt diffuser

y	$\left\{\frac{y^2 u}{4 \varepsilon_t x}\right\}$	$\exp -\{\ \}$
-7.5	0.378	0.685
-2.5	0.042	0.959
+2.5	0.042	0.959
+7.5	0.378	0.685

$\Sigma = \underline{\underline{3.29}}$

COSMOPOLITAN ENGINEERING GROUP
Civil, Environmental, and Recreational Consulting

Job Name _____ Sheet 5 of 5
Job Number _____ Checked _____
By _____ Date _____ Date _____

Vol. fraction @ Chronic M.Z.

$$f = (0.029)(3.29) = 0.095$$

$$S_c = \frac{1}{f} = \underline{\underline{10.5}}$$

COSMOPOLITAN

ENGINEERING

GROUP

Assisting clients and communities
in the preservation and enhancement
of the physical environment in which we live.

Appendix F

Opinion of Probable Construction Costs for pH and Filament Control

OPINION OF PROBABLE CONSTRUCTION COST

Client: City of Monroe

Project: Monroe WWTP Capital Improvement Plan - pH and Filament Control

Estimate Type:
- [x] Conceptual
- [ ] Preliminary (w/o plans)
- [ ] Design Development
- [ ] Construction
- [ ] Change Order

Prepared By: AS
Reviewed By: JH
Date Prepared: 19-Sep-19
Project Number: 1997002*00

Months to Midpoint of Construct 12

Project Element		1	2	3	4	5	6	Total
Description of Improvements		**RAS Chlorination Improvements**	**Upgrade Magnesium Hydroxide Feed**	**Install Backup Sodium Hydroxide Feed**	**Aeration Basin Optimization**	**Surface Wasting System**	**Mixed Liquor Return Optimization**	
Base Cost		$52,563	$103,125	$104,594	$135,350	$157,863	$122,309	**$675,803**
Division 1 Costs @	10%	$5,256	$10,313	$10,459	$13,535	$15,786	$12,231	$67,580
Subtotals		$57,819	$113,438	$115,053	$148,885	$173,649	$134,540	$743,383
Bonds & Insurance @	2.25%	$1,301	$2,552	$2,589	$3,350	$3,907	$3,027	$16,726
Subtotals		$59,120	$115,990	$117,642	$152,235	$177,556	$137,567	$760,110
Contractor OH&P @	15%	$8,868	$17,398	$17,646	$22,835	$26,633	$20,635	$114,016
Subtotals		$67,988	$133,388	$135,288	$175,070	$204,189	$158,203	$874,126
Estimate Contingency @	30.0%	$20,396	$40,016	$40,586	$52,521	$61,257	$47,461	$262,238
Subtotal		$88,384	$173,405	$175,875	$227,591	$265,446	$205,663	$1,136,364
Escalate to Midpt. of Const. Per year @	3.5%	$3,093	$6,069	$6,156	$7,966	$9,291	$7,198	$39,773
Subtotal at Midpt. Of Const.		$91,477	$179,474	$182,030	$235,557	$274,737	$212,862	$1,176,137
Sales Tax	9.3%	$8,507	$16,691	$16,929	$21,907	$25,551	$19,796	$109,381
Estimated Bid Price (Rounded to 1K, 2019 Dollars)		$100,000	$196,000	$199,000	$257,000	$300,000	$233,000	**$1,285,000**
Eng Design + Bid Support + ESDC @	15.0%	$15,000	$29,400	$29,850	$38,550	$45,000	$34,950	$192,750
Construction Mgmt @	10.0%	$10,000	$19,600	$19,900	$25,700	$30,000	$23,300	$128,500
Legal/Admin Costs @	2.0%	$2,000	$3,920	$3,980	$5,140	$6,000	$4,660	$25,700
Owner's Contingency @	10.0%	$10,000	$19,600	$19,900	$25,700	$30,000	$23,300	$128,500
County Permits/Inspections/Agency Reviev	1.0%	$1,000	$1,960	$1,990	$2,570	$3,000	$2,330	$12,850
Estimated Project Price (Rounded to 10K, 2020 Dollars)		$140,000	$270,000	$270,000	$350,000	$410,000	$320,000	**$1,760,000**

Escalate to Year: **2021**
Months to Midpoint of Construct **24**

Escalation Table		1	2	3	4	5	6	Total
Description of Improvements		**RAS Chlorination Improvements**	**Upgrade Magnesium Hydroxide Feed**	**Install Backup Sodium Hydroxide Feed**	**Aeration Basin Optimization**	**Surface Wasting System**	**Mixed Liquor Return Optimization**	
Subtotal (from table above)		$88,384	$173,405	$175,875	$227,591	$265,446	$205,663	$1,136,364
Escalate to Midpt. of Const. Per year @	3.5%	$6,187	$12,138	$12,311	$15,931	$18,581	$14,396	$79,545
Subtotal at Midpt. Of Const.		$94,571	$185,543	$188,186	$243,523	$284,027	$220,060	$1,215,909
Sales Tax	9.3%	$8,795	$17,256	$17,501	$22,648	$26,415	$20,466	$113,080
Estimated Bid Price (Rounded to 1K)		$103,000	$203,000	$206,000	$266,000	$310,000	$241,000	**$1,329,000**
Eng Design + Bid Support + ESDC @	15.0%	$15,450	$30,450	$30,900	$39,900	$46,500	$36,150	$199,350
Construction Mgmt @	10.0%	$10,300	$20,300	$20,600	$26,600	$31,000	$24,100	$132,900
Legal/Admin Costs @	2.0%	$2,060	$4,060	$4,120	$5,320	$6,200	$4,820	$26,580
Owner's Contingency @	10.0%	$10,300	$20,300	$20,600	$26,600	$31,000	$24,100	$132,900
County Permits/Inspections/Agency Reviev	1.0%	$1,030	$2,030	$2,060	$2,660	$3,100	$2,410	$13,290
Estimated Project Price (Rounded to 10K)		$140,000	$280,000	$280,000	$370,000	$430,000	$330,000	**$1,830,000**

OPINION OF PROBABLE CONSTRUCTION COST

Project Element: RAS Chlorination Improvements

Building, Area: Shop / Storage Room

Prepared By: AS
Reviewed By: JH
Date Prepared: 19-Sep-19

Project Number: 1997002*00

Estimate Type:

X **Conceptual**
Preliminary (w/o plans)
Design Development @

Construction
Change Order
% Complete

Item No.	Description	Qty	Units	$/Unit	Capital Cost	Additional O&M Cost ($/year)
1	**Sodium Hypochlorite Tote System**					
	Add Secondary Containment	1	LS	$ 6,000.00	$ 6,000	
2	**Sodium Hypochlorite Feed System**				$ -	
	Metering Pump Skid Assembly	1	LS	$ 15,000.00	$ 15,000	
	Chemical Pipe/Tubing	1	LS	$ 6,000.00	$ 6,000	
	Add Taps to Existing Piping for Injection	3	EA	$ 500.00	$ 1,500	
3	Installation (50%)	1	LS	$ 13,750.00	$ 13,750	
4	Electrical / I&C (25%)	1	LS	$ 10,312.50	$ 10,313	
	Additional O&M Cost Items:					
	Purchase Totes	12	EA	600		7,200
	Swap Totes	12	hrs/yr	80		960
	Subtotals				52,563	8,160

OPINION OF PROBABLE CONSTRUCTION COST

Project Element: Upgrade Magnesium Hydroxide Feed

Prepared By: AS
Reviewed By: JH

Building, Area: Field - Near Primary Clarifiers

Date Prepared: 19-Sep-19
Project Number: 1997002*00

Estimate Type: X **Conceptual** **Preliminary (w/o plans)** **Design Development @** **Construction** **Change Order** **% Complete**

Item No.	Description	Qty	Units	$/Unit	Capital Cost	Additional O&M Cost ($/year)
	Capital Cost Items					
1	**Magnesium Hydroxide Storage System**					
	Demolition of Existing System	1	LS	$ 5,000.00	$ 5,000	
	Storage Tank	1	EA	$ 10,000.00	$ 10,000	
	Secondary Containment (Integral to Tank or Containment Area)	1	LS	$ 6,000.00	$ 6,000	
	Tank Equipment Pad	1	LS	$ 5,000.00	$ 5,000	
	Tank Mixing and Heating System	1	LS	$ 8,000.00	$ 8,000	
2	**Chemical Metering Assembly**				$ -	
	Metering Pump Assembly	1	EA	$ 15,000.00	$ 15,000	
	Chemical Tubing (to PE Channel)	20	LF	$ 50.00	$ 1,000	
	Heat Trace and Insulation	20	LF	$ 250.00	$ 5,000	
					$ -	
3	Installation (50%)	1	LS	$ 27,500.00	$ 27,500	
4	Electrical / I&C (25%)	1	LS	$ 20,625.00	$ 20,625	
	Additional O&M Cost Items:					
	CHEMICAL USAGE		Gal	$ 2.5		$ -
	Subtotals				$ 103,125	$ -

OPINION OF PROBABLE CONSTRUCTION COST

Project Element: Install Backup Sodium Hydroxide Feed

Building, Area: Odor Control Room, Solids Dewatering Room

Prepared By: AS
Reviewed By: JH
Date Prepared: 19-Sep-19
Project Number: 1997002*00

Estimate Type:

X **Conceptual**
Preliminary (w/o plans)
Design Development @

Construction
Change Order
% Complete

Item No.	Description	Qty	Units	$/Unit	Capital Cost	Additional O&M Cost ($/year)
	Capital Cost Items					
1	1" NaOH Yard Piping (Double Contained thru existing site paved areas)	240	LF	$ 205	$ 49,200	
2	1" NaOH Interior Piping	50	LF	$ 25	$ 1,250	
3	Install 3,000 gal NaOH Storage Tank (Double Walled)	1	EA	$ 8,000	$ 8,000	
4	NaOH Piping Installation (50%)	1	LS	$ 25,225	$ 25,225	
5	Electrical / I&C (25%)	1	LS	$ 20,919	$ 20,919	
	Additional O&M Cost Items:					
	Chemical Use	2,400	Gal	$ 2		$ 3,600
	Subtotals				$ 104,594	$ 3,600

OPINION OF PROBABLE CONSTRUCTION COST

Project Element: Baffling of Aeration Basins

Building, Area: Aeration Basins

Prepared By: AS
Reviewed By: JH
Date Prepared: 19-Sep-19
Project Number: 1997002*00

Estimate Type:

X **Conceptual**
Preliminary (w/o plans)
Design Development @

Construction
Change Order
% Complete

Item No.	Description	Qty	Units	$/Unit	Capital Cost	Additional O&M Cost ($/year)
	Capital Cost Items					
1	Fiberglass baffles and supports for Exist. Aeration Basins	2,224	SF	$ 30	$ 66,720	
2	Install Weir Plates In Existing Effluent Openings	4	EA	$ 200	$ 800	
3	Cut New Effluent Wall Openings	4	EA	$ 1,500	$ 6,000	
4	Relocate Existing DO Sensors	2	EA	$ 500	$ 1,000	
5	Installation (50%)	1	LS	$ 33,760	$ 33,760	
6	Electrical / I&C (25%)	1	LS	$ 27,070	$ 27,070	
	Additional O&M Cost Items:					
	Maintenance Actuated Valves / Clean Vault	8	hrs/yr	80		640
	Subtotals				$ 135,350	640

OPINION OF PROBABLE CONSTRUCTION COST

Project Element: Construct Surface Wasting System

Building, Area: Field, Mixed Liquor Channel, WAS Pump Station

Prepared By: AS
Reviewed By: JH
Date Prepared: 19-Sep-19
Project Number: 1997002*00

Estimate Type:

X **Conceptual**
Preliminary (w/o plans)
Design Development @

Construction
Change Order
% Complete

Item No.	Description	Qty	Units	$/Unit	Capital Cost	Additional O&M Cost ($/year)
	Capital Cost Items					
1	Excavation and Haul	15	CY	$ 44	$ 660	
2	Excavation Shoring	480	VSF	$ 30	$ 14,400	
3	Concrete Scum Box	10	CY	$ 1,000	$ 10,000	
4	Surface Sprays	4	EA	$ 2,000	$ 8,000	
5	Water Piping (2")	112	LF	$ 150	$ 16,800	
6	Scum Piping (8")	170	LF	$ 100	$ 17,000	
7	Actuated Weir Gate	1	LS	$ 15,000	$ 15,000	
8	Ultrasonic Level Sensor	1	LS	$ 3,500	$ 3,500	
8	Installation (50%)	1	LS	$ 40,930	$ 40,930	
9	Electrical / I&C (25%)	1	LS	$ 31,573	$ 31,573	
	Additional O&M Cost Items:					
	Maintenance Actuated Valves / Clean Vault	8	hrs/yr	80		640
	Subtotals				$ 157,863	640

OPINION OF PROBABLE CONSTRUCTION COST

Project Element: MLR Optimization

Building, Area: Field, Near Aeration Basins

Estimate Type: X **Conceptual** / **Preliminary (w/o plans)** / **Design Development @** / **Construction** / **Change Order** / **% Complete**

Prepared By: AS
Reviewed By: JH
Date Prepared: 19-Sep-19
Project Number: 1997002*00

Item No.	Description	Qty	Units	$/Unit	Capital Cost	Additional O&M Cost ($/year)
	Capital Cost Items				$ -	
1	Channel-Mounted Nitrate Sensor and Mounting System	2	EA	$ 3,000	$ 6,000	
	MLR Flow Meter					
2	Excavation (Hand or Vactor Excavation)	185	BCY	$ 45	$ 8,325	
3	Shoring	528	VSF	$ 30	$ 15,840	
3	Haul	20	BCY	$ 45	$ 900	
4	Concrete Vault (8L'X6W'X10'D)	1	LS	$ 10,000	$ 10,000	
5	Vault Access Hatches	1	LS	$ 2,500	$ 2,500	
6	24" Flow Meter	1	EA	$ 15,000	$ 15,000	
7	Vault Connection Piping	2	EA	$ 2,500	$ 5,000	
8	24" Flex Cplg (connect to Existing Piping)	2	EA	$ 2,000	$ 4,000	
9	Pipe Supports	2	EA	$ 500	$ 1,000	
7	Installation (50%)	1	LS	$ 29,283	$ 29,283	
8	Electrical / I&C (25%)	1	LA	$ 24,462	$ 24,462	
	Additional O&M Cost Items:					
	Clean Sensors, Maintenance Flow Meter	12	hrs/yr	$ 80		$ 960
	Subtotals				$ 122,309	$ 960

MONROE CITY COUNCIL

Agenda Bill No. 20-056

SUBJECT:	***Authorize the Mayor to Accept a Consultant Agreement with LDC, Inc. for Assistance in Developing a Housing Action Plan***

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/28/2020	Community Development	Anita Marrero	Ben Swanson	Consent Agenda #8

Discussion: 01/14/2020
Attachments: 1. Consultant Agreement

REQUESTED ACTION: Authorize the Mayor to Accept a consultant agreement with Todd Hall of LDC, Inc. not to exceed $50,000 for consultant services related to the development of a Housing Action Plan; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

POLICY CONSIDERATION

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

This subject matter is both necessary and routine in order to meet the state imposed project deadline of June 30, 2021, securing consultant services at this time is imperative in moving this project forward. The consultant agreement needs to be executed so the consultant can start work on this project.

The policy question for the City Council is whether to award a professional services contract, not to exceed $50,000, to Todd Hall of LDC, Inc. to provide consultant services for development of the City's Housing Action Plan. The $50,000 grant was awarded after the adoption of the 2020 budget.

DESCRIPTION/BACKGROUND

The City Council approved grant funding from the Department of Commerce, in the amount of $50,000, for the City to adopt a Housing Action Plan on January 14, 2020. 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.

Community Development staff selected Todd Hall of LDC, Inc. to assist in drafting the City's Housing Action Plan. The scope of work includes developing and implementing a Public Outreach Plan, drafting a Housing Needs Assessment, and coordinating with staff in drafting elements of the Housing Action Plan.

IMPACT – BUDGET
There is no match requirement for the grant. The grant is reimbursement based. Qualified expenditures made by the City are not to exceed the grant award amount of $50,000. Although this item will require a budget amendment to both revenue and expenditures, there is no money from the City associated with this project.

TIME CONSTRAINTS
Deadline to complete the work is June 30, 2021.

ALTERNATIVES TO REQUESTED ACTION
Deny the consultant agreement.

MONROE
WASHINGTON

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 City of Monroe Housing Action Plan	**WORK DESCRIPTION** 2 Assist the City in drafting and adopting a Housing Action Plan as described in HB1923. Consultant will develop and implement a Public Outreach Plan, draft a Housing Needs Assessment, and coordinate with staff in drafting elements of the Housing Action Plan.
CONSULTANT 3 LDC, Inc. 20210 142nd Ave NE Woodinville, WA 98072 425-806-1869	**CONSULTANT CONTACT NAME, AND TELEPHONE NO.** 4 Todd Hall Planning Manager 425-287-2006 thall@ldccorp.com
FEDERAL I.D. NO. 5 91-2184193	**BUDGET OR FUNDING SOURCE** 6 001-000-110-558-60-41-09
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Anita Marrero 806 W. Main St. Monroe, WA 98272 360-863-4513 amarrero@monroewa.gov	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8 $50,000.00 ** City of Monroe Business License required to receive NTP **
COMPLETION DATE 9 June 30, 2021	10 ☐ Lump Sum ☐ Cost Plus a Fixed Fee ☐ Schedule Rate/Time and Materials ☒ Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on April 2, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

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

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

revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

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

Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

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

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

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

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

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

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

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the

CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

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

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

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

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

CONSULTANT: LDC, Inc.

By: Mark Villwock

Title: V.P.

CITY OF MONROE:

Ben Swanson, Community Development Director

EXHIBIT A

SCOPE OF WORK

Task 1 - Kick-Off Workshop/Project Charter

- In advance of developing a charter, LDC anticipates facilitating a project kickoff meeting/teleconference with the City of Monroe project team and/or committee to discuss project objectives, goals and expectations, guiding principles, and the values/needs/issues for the Housing Action Plan project. We will also discuss the project schedule, deliverables, communication protocols, public outreach methods/opportunities.
- This process will include setting a schedule for regular check in meetings (via phone/virtual meeting) with the City.
- Following the kick-off, we will develop a short project charter to direct the project team though the process and ensure that all subsequent tasks meet and exceed Monroe's expectations.
- Allow for one (1) round of project charter review.

Deliverables/Assumptions:

- Project Charter distributed to project team and/or committee.
- Project Schedule.
- Meeting agendas/notes.
- LDC will attend one (1) meeting via phone call/virtual meeting.

Task 2 – Public Outreach Plan/Project Webpage Development

- In collaboration with Staff, develop an outreach plan that includes strategies to engage multiple stakeholders, including residents, community groups, builders, realtors, nonprofits/housing advocates, and local religious groups.
- In collaboration with City staff, scope plan for Planning Commission and City Council involvement.
- In collaboration with City staff, develop website engagement presence for public outreach. An option for outreach (in conjunction with limited in-person engagement) may be to utilize online engagement platform, allowing flexible options for public review and comment.

Deliverables/Assumptions:

- Public Outreach Plan.
- City will develop engagement invitation and send to key stakeholders and public.
- City will be lead in facilitation with Planning Commission and City Council.

Task 3 – Housing Needs Assessment

- Identify household in each income segment that are paying more than 30 percent of income on housing costs (cost burdened) in Monroe.
- Document number of permanent and limited-term affordable housing units and number of Section 8 vouchers provided to Monroe residents.
- Document housing tenure and vacancy trends.
- Identify existing housing for special needs population.

- Project population demographics and income levels for the planning period and identify the types and densities needed for housing suitable and affordable for all demographic and economic segments.
- Consider underserved categories such as senior independent and assisted living.
- Develop inventory of existing housing supply in Monroe.

Deliverables/Assumptions:

- Housing Needs Assessment.
- Allow for one (1) round of review/edits.

Task 4 – Preliminary Draft Housing Action Plan

Preliminary Draft Housing Action Plan

- Support City staff in drafting the Preliminary Housing Action Plan, including:
  - Strategies and recommendations to increase supply and types of housing needed, including types, in Monroe.
  - Strategies to minimize displacement of low-income residents.
  - Develop zoning, regulatory, and incentive strategies to support housing that meets the needs of Monroe.
  - Evaluate and refine existing housing policies and actions.
  - Develop recommendations for improvement based on housing needs assessment data.
  - Identify schedule of programs and actions to implement the recommendations of the housing action plan.

Potential Stakeholder Facilitation and Process

- Based on information gathered from previous tasks, support staff in gathering additional guidance and feedback from stakeholders on housing policy legislation.

Stakeholders, Planning Commission, City Council and Public Review Process

- Meeting (in-person/virtual) with identified stakeholders to review policy recommendations. Based on feedback, support staff to prioritize items to include in the preliminary housing plan.
- At City's request, attend work sessions with Planning Commission and City Council to review recommended policy update recommendations.
- In conjunction with in-person/virtual meetings, also provide information online so the public can review and engage.

Deliverables/Assumptions:

- Support staff with Preliminary Draft Plan for Staff/Leadership Review/Public Review.
- LDC will attend one (1) meeting (Stakeholders/Commission/Council).

Task 5 – Final Draft Housing Action Plan

- Based suggested revisions, LDC will support City staff in preparing Final Draft Housing Action plan to be used during the public hearing process.
- Final Draft to be provided to both Planning Commission and City Council for review, and viewable on city website.

Deliverables/Assumptions:

- Support staff with Final Draft Plan for Staff/Leadership Review/Public Review.

- Assumes City will take lead on public notification/public engagement process.
- LDC may attend one (1) Planning Commission or City Council workshop meeting, per city request.

Task 6 – Public Hearing Process/Final Adoption

- Support staff to refine and finalize documents based on Staff/Public comment.
- Support staff with additional review/comment by PC/CC at public hearings.

Deliverables/Assumptions:

- Support staff to provide clean final copy of Housing Action Plan and supporting documents.
- Assumes City will take lead on public notification/approval process.
- Assumed LDC will not attend final adoption meeting, unless requested by City.

EXHIBIT B

COMPLETION SCHEDULE

Tasks	**Expected Completion Dates**
Task 1: Kick-Off/Charter	May 2020
Task 2: Public Outreach Plan/Webpage	June 2020
Task 3: Housing Needs Assessment	September 2020
Task 4: Preliminary Draft HAP	January 2021
Task 5: Final Draft HAP	April 2021
Task 6: Public Hearing Process/Adoption	May 2021 (Commerce deadline June 30, 2021)

EXHIBIT C

FEE SCHEDULE

Contract fee will not exceed $50,000.00 and will follow the Standard Fee Schedule listed below.

LDC Standard Fee Schedule 2020
The below list contains a schedule of fees for services performed by Land Development Consultants, Inc.

STAFF Type	RATE
Principal/Director	$195
Senior Project Manager/Planning Manager	$180
Project Manager/Senior Planner	$165
Project Engineer	$150
Design Engineer	$135
E.I.T.	$115
Senior Designer	$150
Planning Manager	$180
Senior Planner	$165
Planner	$140
Associate Planner	$120
Planning Technician	$95
Senior Land Surveyor	$170
Professional Land Surveyor	$155
Project Surveyor	$140
Senior Survey Technician	$130
Chief of Parties	$140
Survey Technician	$120
Survey Crew Chief II	$135
Survey Crew Chief I	$115
Survey Assistant	$60
Clerical	$66
GIS Specialist	$105
Senior CAD Technician	$125
Cad Technician III	$118
CAD Technician II	$110
CAD Technician I	$100
Project Coordinator	$100
Project Administrator	$100

REIMBURSABLE	RATE
Outside Services	Cost + 15%
Plotting Color (24" x 36")	$15.00 each
Plotting Black and White (24" x 36")	$2.00 each
Color (11" x 17")	$2.00 each
PDF File Conversion	$85.00 hr

This standard fee schedule is subject to annual adjustment on January 1st of each year to reflect increased costs due to inflation.

EXHIBIT D

SUBCONSULTANT LIST

No subconsultants will be used on this project.

EXHIBIT E

MONROE CODE OF ETHICS

Chapter 2.52
CODE OF ETHICS

Sections:

2.52.010 Purpose – Construction.
2.52.020 *Repealed.*
2.52.030 Award of contracts prohibited.
2.52.040 *Repealed.*
2.52.050 *Repealed.*
2.52.060 *Repealed.*

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, and Chapter 4.30, Ethics Board, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter.

2.52.020 *Repealed.*

2.52.030 Award of contracts prohibited.

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

2.52.040 *Repealed.*

2.52.050 *Repealed.*

2.52.060 *Repealed.*

EXHIBIT F

TITLE VI

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. **Compliance With Regulations** – The consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination** – The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports** – The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance** – In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the consultant under the contract until the consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. **Incorporation of Provisions** – The consultant shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the consultant may request the USDOT enter into such litigation to protect the interests of the United States.

MONROE CITY COUNCIL

Agenda Bill No. 20-057

SUBJECT:	***Authorize Mayor to sign Collective Bargaining Agreement***

DATE:	**DEPT:**	**CONTACT:**	**PRESENTER:**	**ITEM:**
4/28/2020	Human Resources	Ben Warthan	Ben Warthan	Consent Agenda #9

Discussion: Via Executive Sessions
Attachments: 1. Collective Bargaining Agreement Teamsters Local 763 Representing the Public Works and Parks Employees

REQUESTED ACTION: Authorize Mayor to sign the Collective Bargaining Agreement with the Teamsters Local Number 763 Representing the Public Works and Parks Employees

POLICY CONSIDERATIONS

The City Council is responsible for the budget and policy. This contract vote is necessary to provide new pay ranges and benefits to employees in the Public Works and Parks bargaining unit.

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

This item is deemed "necessary and routine" per Governor Inslee's Proclamation 20-28 Amending 20-25 Regarding Open Public Meetings Act because:

The Teamsters Local Number 763, representing the Public Works and Parks Employees have been working without a contract since January 1, 2020;
Good faith bargaining requires that when a tentative agreement has been reached, the contract will be presented to the enacting parties in a timely manner; and
The Teamsters Local Number 763 has ratified this contract.

DESCRIPTION/BACKGROUND

The City of Monroe and the Teamsters Local number 763 (representing the Public Works and Parks Employees) have participated in collective bargaining negotiations and have reached a tentative agreement for a three (3) year contract pending City Council approval. The Collective Bargaining Agreement (CBA) has been ratified by the Public Works and Parks Employees.

This agreement includes the following changes 1) Increase in pay ranges for Employees to bring compensation in line with market and comparable cities. 2) Alignment with Janus decision and Washington State Sick Leave law changes. 3) Eliminates "on-demand" compensatory time cash out. 4) Increase of vacation time consistent with compensation study.

FISCAL IMPACTS

Cost of living increase for 2020 (effective January 1, 2020) is 2.3% with years 2021 & 2022 at 100% of the June over June CPI. This year's June over June CPI is 2.3%.

MONROE CITY COUNCIL

Agenda Bill No. 20-057

TIME CONSTRAINTS

This meeting to ensure finance can try to process changes for payroll effective May 7, 2020.

ALTERNATIVES

Not vote on contract and have City staff continue to negotiate with the Teamsters.

A G R E E M E N T
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

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A G R E E M E N T
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

THIS AGREEMENT is by and between the CITY OF MONROE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 **Recognition** – The Employer recognizes the Union as the exclusive bargaining representative for all full-time maintenance and operations employees of the Public Works and Parks departments of the Employer, excluding supervisors, confidential employees and those employees working less than three hundred forty-six point six (346.6) hours in a twelve (12) consecutive month period.

1.1.1 **"Full-time employee"** shall mean an individual performing bargaining unit work in a position that entails more than seventy (70) hours per month for more than eight (8) months in any twelve (12) month period.

1.1.2 **"Part-time employee"** shall mean an individual working in a position that entails less than seventy (70) hours per month for any period of time.

1.1.3 **"Temporary employee" or "Seasonal employee"** For the purposes of this Agreement, a "Seasonal" or "Temporary" employee shall be defined as an individual employed for more than one-sixth the time of a regular, full-time employee (three hundred forty-six point six [346.6] hours) and less than one thousand and forty (1,040) hours in a twelve (12) consecutive month period. The twelve (12) consecutive month period begins with the employee's first day of work. In the event an individual employed as a Seasonal/Temporary employee is employed for more than one-sixth the time of a regular, full-time employee (three hundred forty-six point six [346.6] hours) in a twelve (12) consecutive month period, the employee shall become a member of this bargaining unit, subject to the limitations set forth below. In the event that an individual Seasonal/Temporary employee is employed for more than one thousand and forty (1,040) hours in a twelve (12) consecutive month period, the employee shall be covered by this collective bargaining Agreement as a regular employee.

Bargaining unit Seasonal/Temporary employees who have worked more than one-sixth of a regular, full-time employee (three hundred forty-six point six [346.6] hours in a twelve [12] consecutive month period), but fewer than one thousand and forty (1,040) hours in a twelve (12) consecutive month period will be covered by the following Articles of this Agreement:

- Article 1 – Recognition, Union Membership and Payroll Deduction
- Article 2 – Hours of Work, Overtime, Callback, Standby and Breaks
- Article 4 – Wages
- Article 7.2; 7.2.1; 7.2.2 and 7.2.3
- Article 8 (except for Articles 8.1; 8.2; 8.3 and 8.4)
- Article 11 – Separability and Savings Clause
- Article 12 – Duration

- Appendix A – Seasonal/Temporary rate of pay (applies only after the Seasonal/Temporary employee is employed for more than three hundred forty-six point six [346.6] hours and less than one thousand and forty [1,040] hours in a twelve [12] consecutive month period).
- It is understood that provisions of state, federal and local laws will dictate the level of health and welfare benefits received by Seasonal/Temporary employees.
- Should the state or federal laws or other authority regulating the work of Seasonal/Temporary employees change during the term of this Agreement, the City will comply with the law as changed.
- After working an initial three hundred and forty-six point six (346.6) hours in any division or department covered by this Agreement, Seasonal/Temporary employees become bargaining unit members and remain members of the bargaining unit upon the first hour of subsequent re-employment, regardless of the division or department (so long as covered by this Agreement) in which the Seasonal/Temporary is employed. If a Seasonal/Temporary employee has a break in service (separation from employment with the City) for twelve (12) months or more, he/she will be considered a new employee without representation from the Union. Once the employee completes three hundred forty-six point six (346.6) hours of work, he/she will become represented by the Union.
- The City is under no obligation to hire Seasonal/Temporary employees and reserves the right to hire and manage Seasonal/Temporary employees based on operational need. However, the City agrees that Seasonal/Temporary employees are to be used to supplement the full-time work force, not supplant it.

1.2 **Payroll Deduction** - The Employer shall deduct from the pay check of each employee who has so authorized it the regular and/or delinquent initiation fee and regular and/or delinquent monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function (dues deduction) is recognized as a service to the Union by the Employer. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee on request, in writing, submitted to the Union in accordance with the terms and conditions of the authorization. The Union shall forward a copy of the revocation to the Employer as soon as possible after receiving it.

1.3 **Pay Date** - Employees hired after July 1, 2018 will receive their paychecks on the 7th and 22nd of each month. Employees hired before July 1, 2018 may continue to receive their paychecks on the 7th of each month, provided, however, any employee on a monthly payroll cycle who changes to a bimonthly payroll cycle cannot return to a monthly payroll cycle. If the 7th or the 22nd of the month falls on a weekend or a Monday holiday, the employee will be paid on the preceding Friday.

1.4 **Union Officials Time-Off** - An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:

1.5.1 They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;

1.5.2 The Employer is able to properly staff the employee's job duties during the time-off period;

1.5.3 The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and

1.5.4 Employees shall not transact Union business while working on shift that in any way interferes with the operation or normal routine of any department.

1.5 **Union Notification** - Within seven (7) days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone, Social Security number, position and rate of pay of the new employee. The Union and a shop steward will be provided thirty (30) minutes during a new employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This generally shall occur within the first two (2) weeks of an employee's date of hire, but shall occur no later than ninety (90) calendar days from the date of hire. Employees have the option to attend or not attend the orientation. The Employer shall promptly notify the Union of all employees leaving its employment.

1.6 **Union Official Time-off -** A union official who is an employee in the bargaining unit (Shop Steward or alternate) may be granted a forty-eight (48-) hour paid time off bank for bona fide training seminars or courses as endorsed by the union.

1.7 **Sanctioned Picket Lines** - Notwithstanding above, no employee shall be retaliated against for refusal to cross a picket line of a strike sanctioned by the appropriate Central Labor Council or Teamsters Joint Council # 28 (i.e.; outside contractor on strike).

ARTICLE 2 HOURS OF WORK, OVERTIME, CALLBACK, STANDBY, AND BREAKS

2.1 **Work Day:** The work day shall consist of (exclusive of mealtime):

- Eight (8) consecutive hour's work on a 5/8 shift; or,
- Eight (8) or nine (9) consecutive hours of work on a 9/80 shift; or,
- Ten (10) consecutive hours of work on a 4/10 shift.

2.1.1 **Work Week**: The work week, allowing consecutive days off, may be composed of either:

- Five (5) consecutive eight (8) hour days; or,
- Four (4) consecutive ten (10) hour days; or,
- A 9/80 schedule (which includes eight (8) nine (9) hour days and one (1) eight (8) hour day {work week split at four (4) hours on this day}).

However, deviations from the average forty (40) hour work week of five (5) consecutive eight (8) hour days will require approval from the department director.

2.1.2 Every effort will be made by the Employer to notify an employee five (5) business days in advance of a change in the employee's work week. In the event the employee's work week is changed by the Employer with less than five (5) business days' notice, the employee shall be paid at time and a half for the first shift worked under the modified work week. Exceptions shall be made in the event of local emergency conditions, in which case the shift premium will not apply. In the event that an employee initiates a request to the Employer to change the employee's work week or work day with less than five (5) business days' notice and the Employer agrees to the change, the employee will not be paid at time and a half for the first shift worked under the modified work week.

2.1.3 By mutual agreement between the employee and the Employer, an employee's work week or work day may be other than as set forth in Section 2.1 and 2.1.1.

2.2 **Overtime -** All hours compensated in excess of forty (40) hours in one (1) work week shall constitute overtime. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate of pay.

2.2.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes.

2.2.2 Deductions shall be made for tardiness in increments of fifteen (15) minutes with the major

portion of each fifteen (15) minute increment being deducted as fifteen (15) minutes.

2.2.3 Overtime work shall be offered to qualified employees in rotation by seniority. Utilities/Streets, Parks and WWTP will have separate overtime lists. The Employer will maintain an overtime rotation list, in a place where employees have access to the list, which shall indicate overtime worked by each employee. However, the overtime rotation list may be bypassed under the following circumstances:

a) In the case of a shift extension, a qualified employee, as determined by the supervisor, assigned to a task will be given the first opportunity for the overtime. In the event that more than one employee is required, overtime will be offered to the most qualified employee(s) according to the rotation list.
b) If the employee is on Standby Duty and a shift extension is required.
c) The task causing the need for the overtime requires a special skill set, as determined by the supervisor.

The Employer agrees the above exceptions to the overtime roster should be used consistently and fairly, without abuse or favoritism, among all employees covered by this Agreement.

In situations when there is a need to schedule overtime work outside the normal work day and normal work week defined in Sections 2.1 and 2.1.1, the Employer agrees that the guarantee of a minimum of three (3) hours of work at one and one-half (1 1/2) the employee's regular straight-time hourly rate of pay shall apply to said assignment (unless the employee works beyond three (3) hours, in which case the employee shall be paid appropriately for all hours worked). If an employee chooses to work fewer than the three (3) hours, the employee shall be paid for time worked. The work to be performed during the three (3) hours shall be determined by the supervisor.

In situations when there is a need to schedule overtime work outside the normal work day and normal work week defined in Sections 2.1 and 2.1.1, and the work is split into periods separated by non-work time of four (4) hours or more, the Employer agrees that the guarantee of a minimum of two (2) hours of pay at one and one-half (1 1/2) the employee's regular straight-time hourly rate of pay shall apply to each part of said assignment (unless the employee works beyond two (2) hours, in which case the employee shall be paid appropriately for all hours worked).

2.2.4 **Compensatory Time -** In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee. Scheduling of compensatory time-off shall be subject to approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1-1/2) times the hours worked. The maximum number of hours that can be accumulated is one hundred eighty (180) hours. This represents one hundred twenty (120) hours actual overtime worked since employees receive one and one-half (1-1/2) hours of compensatory time-off for each overtime hour worked.

2.2.5 All compensatory time accrued and not used or cleared by cash settlement shall be carried over as accrued compensatory time. Notwithstanding the foregoing, in June and November of each year the Employer will buy out an employee's unused accrued compensatory time down to eighty (80) hours in June and forty (40) hours in November. An employee may opt to receive cash reimbursement for any unused compensatory time accrued with the regular payroll cycles on the 7th and 22nd of each month. Requests for compensatory time cash-outs on the 7th must be submitted to payroll by the last day of the previous month; requests for cash-outs on the 22nd must be submitted to payroll by the 15th of each month.

2.2.6 Overtime should be authorized by the department supervisor and subsequently approved in writing, except in emergency situations.

2.2.7 The Employer may not change an employee's regular schedule to avoid the payment of overtime, unless with advance notice as referenced in Article 2.1.2.

2.2.8 **Schedule -** The City will make every attempt to provide a yearly schedule to Public Works employees by February 28, barring any unforeseen circumstances.

2.3 **Callback** - An employee who has left work and is called back to work after completion of a regular day's shift, or called in to work when otherwise not scheduled, shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay, regardless of the time actually worked; provided however, if the employee's regular shift starts less than three (3) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay only for such time as occurs prior to the commencement of the employee's regular shift.

Remote operation of City facilities using SCADA, when the employee is not required to report to a physical location, shall be paid on a time-spent basis with a twenty (20) minute minimum at the overtime rate. If an employee receives multiple requests from SCADA within the twenty (20) minute minimum period, the responses shall be included as part of the first twenty (20) minute minimum period. Subsequent requests outside the first twenty (20) minutes shall trigger a new twenty (20) minute minimum period.

2.4 **Standby Duty** - A Parks or Public Works employee who is required to be available and subject to call shall receive a Standby Duty Allowance in accordance with the following schedule:

2.4.1 **Weekly Standby Duty** - Weekly Standby Duty shall commence at the end of the employee's regular work shift on Wednesday and continue until the beginning of the regular starting time the following Wednesday. Effective the first full Standby Duty cycle following January 1, 2020, an employee on Weekly Standby Duty shall receive fifteen (15) hours of compensatory time-off for such duty.

2.4.2 **Weekend Standby Duty** - Weekend Standby Duty shall commence at the end of the employee's regular work shift on Friday and continue until the beginning of the regular starting time the following Monday morning. An employee on Weekend Standby Duty shall receive eight (8) hours of compensatory time-off for such duty.

2.4.3 **Evening Standby Duty** - Evening Standby Duty shall commence at the end of the employee's regular work shift and continue until the beginning of the regular starting time the following day. An employee on Evening Standby Duty shall receive one (1) hour of compensatory time-off per evening.

2.4.4 **Holiday Standby Duty** - When a contractual holiday occurs during an employee's Standby Duty assignment, the employee shall receive an additional hour of compensatory time for each holiday occurring during the assignment.

2.4.5 Employees who are assigned to Standby Duty and who are called out shall be compensated pursuant to the Callback provision in addition to the Standby Duty Allowance.

2.4.6 Standby Duty requires employees to be accessible, available, and able to report for duty within forty-five (45) minutes if called. Department heads are responsible for determining the need for Standby Duty and for assigning employees to Standby Duty. Supervisors shall maintain a standby roster of all qualified employees who may be required to serve on Standby Duty. An equitable rotation procedure shall be followed in requiring employees to serve on Standby Duty.

2.4.7 The Employer shall provide communication devices to those employees on Standby Duty.

2.4.8 Standby Duty assignments shall be rotated amongst those qualified bargaining unit employees who have designated their preference to work Standby Duty. If no one volunteers to be on Standby, then it shall be assigned to the least senior employee, by rotation.

On a rotating basis, Parks employees who are not eligible for Standby Duty will be eligible to receive comp time for opening and closing parks. Comp time will be based on an additional one (1) hour per day to facilitate this function. If an employee works greater than forty (40) hours per week, they will receive these additional comp hours as one and one half times their hourly rate of pay (i.e. eleven (11) hours per day x four (4) days would mean four (4) hours of comp time at time and a half).

2.4.9 Treatment Plant Operators shall continue to respond to call outs at the treatment plant on the same basis as existed as of the signature of this Agreement.

2.5 **Higher Classification** - In the event an employee works in a higher classification than that to which the employee is regularly assigned, the employee shall be paid at Step A in the higher classification or an additional five percent (5%) of their base wages, whichever is greater, provided the employee has worked for a period of not less than one (1) work week (i.e., 5/8, 4/10, 4/9) in the higher classification. Or as an alternative to the higher rate of pay, the employee may elect to receive compensation through the accrual of compensatory time off which equals the value of their higher rate of pay at the actual work hours rounded up to the nearest fifteen (15) minute increments.

2.6 **Shift Differential** - Any non-overtime hours worked between the hours of 6:00 p.m. and 6:00 a.m., will be compensated an additional one dollar and fifty cents ($1.50) on the hourly base rate.

2.6.1 Any non-overtime hours worked on Saturday or Sunday will be compensated an additional one dollar and fifty cents ($1.50) on the hourly base rate.

2.6.2 Exceptions shall be in the event of local emergency conditions, in which case the above-mentioned premiums would not apply.

2.7 Employees who are required to work on Memorial Day or Labor Day weekend or on weekends when the 4th of July holiday falls on a Friday, Saturday, Sunday or Monday shall be paid at the overtime (time and a half) rate.

2.8 **Breaks** - The Employer will maintain the current practice of providing paid breaks.

ARTICLE 3 PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

3.1 **Probation Period** – New employees shall be subject to a probation period of one (1) year. The probation period will commence with the employee's date of hire, during which period the employee will be evaluated by the Employer and may be subject to discharge without cause. The grievance procedure shall not be utilized to resolve disputes pertaining to discipline, including suspension and /or discharge of the employees during the probation period.

3.1.1 Notwithstanding the above, once employees have reached six (6) months of service, they shall be eligible for accrued vacation hours (per Section 6.1).

3.1.2 **Trial Period** – An employee who is promoted or who transfers to a different bargaining unit classification shall be subject to a six (6) month trial service period to demonstrate his/her

ability and capacity to perform the duties of the new classification. The employee will have the option to return to his/her former position within thirty (30) days from the start of the trial service period. An employee who is unable to satisfactorily perform the duties of the new classification during the trial service period shall be returned to the position and classification the employee held immediately prior to the promotion or transfer.

3.2 **Layoff, Recall and Job Vacancies** - In layoff, recall and filling job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and ability to best perform the duties required in the job. In applying this provision it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

3.2.1 **Layoff** - In the event of layoff, the bargaining unit and the Union shall be given at least sixty (60) calendar days' written notice in advance. The employee with the least seniority within the bargaining unit shall be the first laid off. The Union recognizes the Employer's right to select necessary departmental cuts (positions that may be eliminated and/or unfunded). When such cuts eliminate a position which is not filled by the least senior employee of the bargaining unit, the employee shall be able to bump any less senior employee in a position or classification the affected displaced employee has previously held in subsequent order, beginning with the most recent position held.

3.2.2 **Bumping** - When an employee has the opportunity to bump back into a previously held position, they will be required to submit to and pass any and all employee background checks that are applicable and/or required by the City for the position. If the affected employee has never held an alternate position within the City and their position is being eliminated, they may be laid off, as they do not have the ability to bump less senior employees. Affected employees with the same date of hire will be laid off based on job knowledge, skills and abilities as required by the position. The employee who is bumped by the affected employee shall have the same rights under this Article. This process shall continue until the least senior employee is laid off. Employees who are eligible to bump to a previously held position must exercise their bumping right within five (5) work days. All bumping will be completed within the sixty (60) calendar day notice period. If an employee moves out of a Teamster Local Union No. 763 bargaining unit to accept another position within the City for longer than six (6) months, said person shall not be able to bump back into Teamster covered employment.

3.2.3 **Recall** - In the case of recall, those employees with the longest length of continuous service in the classification affected shall be recalled first, provided they can best perform the duties required in the job. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where the employee can be contacted. When the Employer is unable to contact an employee for recall from layoff, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within five (5) business days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer shall have no obligation to recall an employee after the employee has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall the employee.

3.2.4 **Job Vacancies** - Notices of job vacancies shall be posted on the City's web site for at least five (5) business days, and employees shall be notified of postings by email. Employees who desire consideration for such openings shall notify the Employer by following the application process. When a regular job vacancy occurs, present employees shall be given first consideration for filling the vacancy. The position shall be filled by the most qualified applicant. The determination as to whether or not any vacancy is filled shall continue to be retained by the Employer.

ARTICLE 4 WAGES

4.1 The monthly rates of pay for employees covered by this Agreement shall be as set forth in Appendix "A" to this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the term of the Agreement, the Employer may designate a job classification title and salary for the classification. Any new classification and salary shall be negotiated prior to implementation.

4.2 An employee promoted from one classification to another shall be placed into the lowest pay STEP of the higher classification which still provides for at least five percent (5%) increase above that currently being received by the promoted employee.

4.3 The parties agree to establish a Labor-Management Committee to review the Public Works and Parks salary matrix to establish clear guidelines on reclassification issues.

ARTICLE 5 HOLIDAYS

5.1 The following days or day in lieu thereof shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King Jr's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve (4 hours afternoon)	December 24th
Christmas Day	December 25th
One (1) Floating Holiday	Date to be selected by mutual agreement between employee and employer.

5.1.1 Employees who work on holidays shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked. Holiday pay will not exceed eight (8) hours, even if working an alternate work schedule (i.e., 4/10, 3/12, or 5/7). Employees who work a varied shift (i.e., Tuesday through Saturday) shall receive a substitute day off with pay if the holiday falls outside of their normal work schedule (i.e., Monday holiday would receive Tuesday as a substitute day off).

5.1.2 Employees who work a 24/7 schedule will recognize holidays on the actual day of the holiday for the purpose of calculating holiday pay (i.e.; city recognizes Monday as a holiday, when Sunday is the actual holiday).

5.1.3 To qualify for holiday pay, employees must have been on the payroll prior to the holiday and on pay status their scheduled work day before and their scheduled work day after the holiday.

5.1.4 The holidays listed above represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth above.

5.1.5 All full-time employees shall be paid for all approved holidays regardless of which day in the week the holiday should fall. No employee shall be called to work on an approved

holiday for less than four (4) hours pay, at the overtime rate, whether or not the employee performs four (4) hours of work. The employee has the option to take the overtime as compensatory time.

5.1.6 Employees who work less than eight (8) hours per day shall receive holiday benefits on a pro rata basis. For example, if an employee normally works four (4) hours per day and the normal work day is eight (8) hours, the employee shall receive four (4) hours compensation at his regular straight-time hourly rate of pay for each contractual holiday.

5.1.7 **Inclement Conditions Holidays** – If the Mayor or Mayor's designee announces emergency closure of City offices for the safety and welfare of City employees, no pay shall be deducted for time lost to such closures during the first two (2) days of lost time, nor shall employees be required to use vacation or compensatory time for two (2) day period unless the employee had already scheduled the time off as vacation or compensatory time. Closure pay will not exceed eight (8) hours per day, even if an employee works an alternative schedule. Employees who are required to report to work during emergency closures shall be paid at the rate of one and one-half (1 ½) times their regular straight-time hourly rate of pay for hours worked.

ARTICLE 6 LEAVES

6.1 **Vacation Leave -** Each year full-time employees shall individually accrue vacation on the following basis in accordance with the employee's accumulated continuous service:

Years of Employment:	Hours per Year:	Hours accrued per month:
New Hire - 2	88	7.33
3	104	8.67
4	104	8.67
5	136	11.33
6	144	12.00
7	152	12.67
8	160	13.33
9	168	14.00
10-11	192	16.00
12-13	200	16.67
14 and thereafter	208	17.33

6.1.1 Vacations shall be scheduled by the Employer after considering departmental requirements and the times that the employee finds most suitable for their vacation.

6.1.2 An employee may carry over excess vacation up to a maximum of one hundred sixty (160) hours.

Provided that the maximum vacation an employee may cash out upon termination or retirement shall be one hundred (100) hours. All vacation time in excess of one hundred (100) hours shall be forfeited.

6.1.3 Upon the effective date of termination of an employee's employment, such employee shall thereupon cease to be an employee of the Employer. Such employee shall then be entitled to be paid at their current rate of pay for any earned vacation leave time which has not been used or forfeited for failure to timely claim, unless the termination is for just cause as established by the Employer's employment termination policy statement.

6.1.4 Each employee shall submit their requested vacation by April 1st of each year. Vacations shall be scheduled in accordance with seniority. Vacation requests submitted after April 1st shall be scheduled on a first come, first served basis. Within ten (10) working days from receipt of a vacation request, the Employer shall advise the employee of the status of such request.

6.1.5 Full-time employees who work less than forty (40) hours per week shall receive vacation benefits on a pro rata basis. For example, if an employee normally works twenty (20) hours per week and the normal work week is forty (40) hours, the employee shall receive half of the vacation accrual of a full-time employee.

6.1.6 Once an employee has given notice of their intent to terminate employment with the Employer, vacation may not be scheduled and/or taken in lieu of working the last two (2) weeks of employment, unless approved by the Department Director. The effective date of a termination will be considered to be the actual last day the employee worked.

6.1.7 Employees may not take vacation prior to earning vacation (negative balances are not permitted). If vacation is not available, the employee must take any time-off as unpaid. If employees terminate prior to the end of the year, unearned vacation time will be prorated based on termination date.

6.2 **Sick Leave** - Sick leave must first be earned as a result of completed service with the Employer and shall be computed from the employee's first month of employment. The rate of accrual shall be those amounts earned under the applicable ordinance and/or Labor Agreement in effect at the time such benefit was earned. Employees may not take sick leave prior to earning sick leave (negative balances are not permitted). Earned vacation leave may be taken at any time during a period of sickness after expiration of sick leave..

6.2.1 Full-time employees shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of service. Full-time employees who work less than forty (40) hours per week shall accrue sick leave benefits on a pro rata basis. For example, if an employee normally works twenty (20) hours per week and the normal work week is forty (40) hours, the employee shall receive four (4) hours for each month of employment. In no case shall any employee earn less sick leave than prescribed by state or local law.

6.2.2 Sick leave may accumulate until claimed and used. Sick leave time which is used by an employee shall be deducted from the employee’s accumulated sick leave time.

6.2.3 After five (5) continual days of absence, the Employer may request an employee to provide a written report from the employee's doctor verifying the illness or incapacity. The Employer’s requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

6.2.4 An employee who has a record of habitual unscheduled absence and/or consistent sick leave abuse shall be subject to corrective action up to and including termination (to the extent that it does not interfere with an employee’s rights under the FMLA, state leave laws and state and federal disabilities acts). The action taken should be based on the nature and extent of the absences and success and failure of any previous attempts to correct the employee’s attendance.

6.2.5 State Labor and Industries has interpreted RCW 49.46.210 as rendering unlawful any programs that discourage employees from using sick leave. The parties agree to suspend the provisions of the Sick Leave Incentive program, as described in Section 6.2.5, effective upon ratification. However, the provisions of 6.2.5 shall be reinstated in the event that a court of competent jurisdiction rules that such programs are lawful.

Employees who use ten (10) hours or less of sick leave (including protected leave) during a calendar year (January – December) shall be granted a bonus day off during the succeeding calendar year. For such employees, ten (10) hours shall be added to the employees' vacation leave bank on January 1st. It is the responsibility of the employee to notify Human Resources if they have used less than ten (10) hours in any calendar year. The employee must contact Human Resources by March 1st to be eligible to receive their ten (10) hour bonus.

6.2.6 Approved grounds for use of sick leave shall be:

6.2.6.1 Doctor's or dentist's appointments;

6.2.6.2 Employee's own mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or an employee's need for preventative medical care;;

6.2.6.3 Care of a child of the employee regardless of age or dependency status, with a health condition that requires treatment or supervision; (child shall mean a biological, adopted, or foster child, a stepchild, a legal and, or a child of a person standing *in loco parentis).*

6.2.6.4 Care of a spouse, registered domestic partner, parent, grandparent, parent-in-law, or a member of the immediate family as defined in Section 6.3 below for whom the employee is responsible under a durable power of attorney for healthcare with a serious health condition or during a health emergency;

6.2.6.5 Forced quarantine of the employee in accordance with State or Community health regulations or when the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason, or for absences that would qualify for leave under the domestic violence leave act, chapter 49.76 RCW;

6.2.6.6 When bereavement leave has been exhausted; six (6) additional days may be deducted from the employee's accumulated sick leave bank;

6.2.6.7 Any other situation that would qualify the employee for family medical leave under the Family Medical Leave Act (FMLA) Washington Family Care Statute or Washington Family Leave under RCW 49.78 or current City Policy.

6.2.7 **Worker's Compensation** shall be paid according to City Policy.

6.2.8 **Cash Payment Upon Termination** – Upon termination from City employment employees shall be paid a lump sum payment. Employees hired prior to December 21, 2005 shall be based upon three (3) days of pay for each four (4) days of accrued leave at the employee's then current daily pay rate. Employees hired after December 21, 2005 shall be paid based upon two (2) days of pay for each four (4) days of accrued leave at the employee's then current daily pay rate. Provided however, the maximum number of hours of pay shall be eight hundred (800), unless the termination is for just cause. Note: only the first one hundred and ninety-two (192) hours (twenty-four [24] days) of sick leave paid are included in the final calculation for PERS benefits. Employees hired on or after January 1, 2013 into any Teamsters bargaining unit have no vested right in accrued sick leave at the time of

their separation.

6.3 **Bereavement Leave** - If an employee suffers a death in the "immediate family," such employee shall be allowed up to three (3) days off with pay. Bereavement leave shall be granted upon approval of the Department Director. "Immediate family" shall be defined as spouse, registered domestic partner, children (including step child), parents (including step-parents), mother-in-law, father-in-law, siblings (including half brothers/sisters and step brothers/sisters) sister-in-law, brother-in-law, grandparents (including spouse's grandparent or registered domestic partner's grandparent), aunt, uncle, niece, nephew, grandchildren (including step grandchildren), and one who was a member of the employee's household at the time of the person's death or at the time of the onset of the person's fatal illness. Bereavement leave must be used within twelve (12) months of the immediate family member's death.

6.4 **Judicial Leave** shall be paid as per City Policy.

6.5 **Leave of Absence** - A regular employee who desires a leave for personal or business reasons shall be granted two (2) days leave without pay each year, with prior notification to and approval from the employee's supervisor.

6.5.1 **Non-Medical Leave of Absence** - If authorized by the City Administrator, regular employees may take up to twelve (12) months leave of absence without pay. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave of absence.

6.5.2 **Medical Leave of Absence** – In cases involving leave of absence for medical reasons, the City will grant up to twelve (12) months of leave, without pay, inclusive of FMLA, for treatment and recovery from illness or injury, provided such employee has a reasonable prognosis of returning to work within that twelve (12) month period. If physically able, the employee will be returned to their previous position or a substantially equivalent position. If the employee is not physically able to return to his/her previous position, he or she may be placed in an open position in the bargaining unit for which the employee qualifies.

ARTICLE 7 HEALTH AND WELFARE

7.1 **Health Insurance, Retiree Welfare Trust (RWT), VEBA, Deferred Compensation** - See Appendix A.

7.2 **Teamster's Pension Plan** – Western Conference of Teamsters Pension Trust – Effective January 1, 2020, based on the previous month's hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust (WCTPT) on account of each member of the bargaining unit, seventy-five cents ($0.75) for each hour compensated. In addition, the employees shall also contribute fifty cents ($0.50) for each hour compensated through a pre-tax payroll diversion. The total contribution paid by the Employer to the Trust is one dollar and twenty-five cents ($1.25) for each hour compensated.

7.2.1 The total amount due for each calendar month shall be remitted in a lump sum at the time specified by the Administrator of the Trust Fund. The Employer shall abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of contribution amounts paid on account of each member of the bargaining unit.

7.2.2 Anytime during the life of this Agreement the fifty cents ($.50) per compensable hour contribution rate set forth within this Agreement may be increased; provided however, any such increase shall have been the result of a majority decision by secret ballot vote held amongst the bargaining unit membership; and provided further, any such increase shall

result in a corresponding decrease of like amount in the monthly earnings on a pre-tax basis for all employees covered by this Agreement.

7.2.3 Notwithstanding Sections 1.1, 1.1.1, 1.1.2 and 1.1.3 of the collective bargaining Agreement, it is recognized that the hourly contributions required to be paid into the Western Conference of Teamsters Pension Trust on behalf of all bargaining unit employees pursuant to this memorandum of understanding shall also be paid on behalf of any temporary, seasonal or part time employee for the very first hour of compensation, with a corresponding reduction in the Employee's monthly earnings on a pre-tax basis.

ARTICLE 8 MISCELLANEOUS

8.1 **Education Reimbursement** - Employees may request education reimbursement pursuant to City Policy. In the event the Employer budgets for education reimbursement of employees, the employees will be notified as soon as practicable.

8.2 **Light Duty** - Bargaining Unit members will receive Light Duty per City Policy.

8.3 **Uniforms** - The Employer may establish a dress code for employees. If the Employer requires City logo'd clothing to be worn, it shall be furnished by the Employer. Each employee shall be responsible for custody and return, if required, of the clothing items assigned to the employee.

8.4 **Safety Work Boots** –Effective the first payroll period in January 2020, and the first payroll period each January thereafter, employees in the bargaining unit will receive a boot allowance of four hundred dollars ($400.00) To properly outfit them for each year, employees are required to purchase with these funds the appropriate protective work boots or shoes that comply with applicable safety rules, regulations and City policies. Newly hired employees will be provided boots at time of hire, up to a maximum cost of three hundred dollars ($300.00). New hires are also eligible to receive the boot allowance in January, regardless of time of hire. Employees who have already received new boots in 2020 shall receive a pro-rated portion of the boot allowance.

8.5 **Personal Protective Equipment (PPE)** - The Employer shall furnish personal safety equipment for the employee's use. The Employer may require the employee to reimburse the Employer the cost to replace the equipment in cases of obvious misuse or inattention. Personal safety equipment shall include, but not limited to, eye protection, hard hats, traffic vests and gloves where needed. The City Safety Committee should be referred to for recommendations concerning safety equipment.

8.6 **Foul Weather Gear** - The Employer shall furnish foul weather gear where needed. The Employer may require the employee to reimburse the Employer the cost to replace the equipment in cases of obvious misuse or inattention.

8.7 **Showers** - Showers shall be provided for those employees working with sewers, toxic materials, dangerous drugs or human waste.

8.8 **Performance of Duty** - Nothing contained in this Agreement shall be construed to give an employee the right to strike and no employee shall strike nor shall the employee refuse to perform assigned duties to the best of their ability. Violation of this Section may result in disciplinary action.

8.9 **Residency** - The Employer shall have no restrictions as to residency requirements for any bargaining unit employees, unless any such restrictions are based upon job-related criteria.

8.10 **Safety** - The Employer and employees shall comply with all safety requirements pertaining to any applicable job classifications.

8.11 **Management Rights** - It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

a. The right to determine its mission, policies and to set forth all standards of service offered to the public;
b. To plan, direct, control and determine the operations or services to be conducted by employees of the City;
c. To determine the methods, means and number of personnel needed to carry out the department's mission;
d. To direct the working forces;
e. To hire, assign or to promote employees within the City (subject to article 3);
f. To suspend, discipline or discharge for just cause;
g. To layoff or relieve employees due to lack of work or funds;
h. To make, publish and enforce rules and regulations;
i. To introduce new or improved methods, equipment or facilities;
j. To contract out for goods and services;
k. To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor, City Administrator; provided, that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.
l. To determine the work schedules.

8.12 **Entire Agreement** - The Agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral statement shall add or supersede any of its provisions. The parties acknowledge that each party has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercises of that right are set forth within this Agreement.

8.13 **Personnel Manual** - The City of Monroe personnel policies and procedures shall apply to employees in the bargaining unit. Where there is a conflict between such policies and procedures and this Agreement, this Agreement shall govern. Any changes in policies and procedures applicable to employees in the bargaining unit which are mandatory subjects of bargaining shall be negotiated between the Employer and the Union. The Employer shall furnish the Union and each employee in the bargaining unit a copy of the Employer's policies and procedures.

Bargaining note: Deletion of this language does not indicate a change in Vincent Bertrand's seniority, rate of pay or placement on the wage scale.

ARTICLE 9 WARNING NOTICE

9.1 The Employer shall not discharge nor suspend any employee without just cause. Disciplinary action shall be based on the seriousness of the situation and the relevant circumstances, up to and including immediate termination. Discipline less than termination shall include, but is not limited to, a written warning notice (reprimand or documented verbal warning) or suspension without pay. Verbal counseling and performance appraisals shall not be considered disciplinary action.

9.1.1 A written warning notice shall set forth the complaint against the employee and shall be presented to the employee with a copy forwarded to the Union.

9.1.2 Within fifteen (15) scheduled working days after the Employer's discovery of an occurrence that may be grounds for discipline, the Employer shall notify the employee in writing, with a copy to the Union, of its intent to investigate the matter. Thereafter, disciplinary action (i.e. reprimands, suspension, demotion or discharge), to be considered valid, must be issued within thirty (30) calendar days after an investigation of the facts is completed. A single thirty (30) day extension of the thirty (30) day deadline will occur following written notice from either the Employer or the Union (certified return receipt).

9.1.3 Disciplinary action shall remain in the employee's file for a period of three (3) years and given appropriate weight in subsequent personnel actions, which are appealable through the grievance procedure. The weight given by an arbitrator hearing an appeal shall take into consideration the severity of the incident(s) and whether there are any recurring incidents of a similar nature, including the length of time since the last incident occurred.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 A grievance shall be defined as an issue raised relating to the interpretation, application or claim of violation of any express terms or provisions of this Agreement. A grievance shall be filed at the lowest level of supervision where the supervisor can resolve the grievance, however, where practical, the employee will notify their first level supervisor of the filing of any grievance. It will be the employee's and/or the Union's responsibility to inform the appropriate level of supervision, via written request, to move the grievance to the next step of the process. The Employer shall provide a response to the employee at each level within the timeline specified.

10.1.1 **STEP 1** - An employee and/or the Union, within ten (10) business days from knowledge of the occurrence of an alleged grievance (but in no event more than sixty (60) calendar days from the date of the occurrence), may bring said grievance to the attention of the Supervisor. The Supervisor shall make every effort to resolve the alleged grievance within ten (10) business days.

10.1.2 **STEP 2** - Should the Supervisor fail to resolve the alleged grievance within ten (10) business days, then the matter shall be referred to the Manager, who shall have an additional ten (10) business days to resolve the alleged grievance.

10.1.3 **STEP 3** - Should the Manager fail to resolve the alleged grievance within ten (10) business days, then the matter shall be referred to the Department Director, who shall have an additional ten (10) business days to resolve the alleged grievance.

10.1.4 **STEP 4** - The Department Director shall make every effort to resolve the alleged grievance with ten (10) business days. Should the Department Director fail to resolve the alleged grievance within ten (10) business days then the matter shall be referred to the City Administrator, who shall have an additional ten (10) business days to resolve the alleged grievance. Should the Department Director and the City Administrator fail to resolve the matter, then the Union shall have the right to submit a demand for arbitration to the Employer.

10.1.5 **STEP 5** - The Employer and the Union shall immediately upon the demand for arbitration, select an arbitrator to hear the dispute. If the Employer and the Union are unable to agree upon an arbitrator within ten (10) business days after receipt by the Employer for such demand for arbitration, the Union may request a list of nine (9) arbitrators from the Public Employment Relations Commission. After receipt of same, the parties involved shall flip a

coin for the first strike and then alternately strike names, one at a time, until only one (1) name remains, who shall upon hearing the dispute, render a decision which shall be final and binding upon all parties. The Union will address grievance issues and follow up in a timely manner.

10.1.6 Business days shall be defined as Monday through Friday, excluding designated city holidays and City Hall closures.

10.1.7 The employee and/or the Union must advance the grievance within ten (10) business days or it will become null and void. The Employer must respond within ten (10) business days or the grievance will advance automatically to the next step.

10.1.8 The above timeframes may be extended by mutual agreement of the Employer and the Union.

10.1.9 The expense of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter, unless such are paid by the State of Washington, shall be borne equally by the employer and the union. In resolving such matters, each party shall bear their costs of representation, including witness and attorney fees.

10.1.10 The final and binding step in resolving disputes regarding the interpretation or application of terms of this agreement shall be grievance arbitration. Any issue processed as a grievance by an employee or the Union the subject of which is unlawful discrimination on the basis of race, creed, color, religion, sex, age, national origin, marital status, sexual orientation, citizenship status, disability, or veteran status, may not also be processed in any other forum. Any issue processed in any other forum, including alleged unlawful discrimination, by an employee or the Union shall not be submitted to grievance arbitration. This is providing that jurisdiction is not refused when remedy is sought by the employee or the Union outside the grievance procedure and is intended to be consistent with an employee's rights within applicable law.

ARTICLE 11 SEPARABILITY AND SAVINGS

11.1 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint. In the event the Employer and the Union fail to reach an agreement as to a replacement for such provision, such dispute shall be submitted to the grievance procedure for final resolution.

ARTICLE 12 DURATION

12.1 This Agreement shall be effective January 01, 2020 and shall remain in full force and effect through December 31, 2022 and shall remain in effect during the course of negotiations on a successor Labor Agreement.

Any changes in wages, hours or working conditions from those previously in effect shall become effective upon the execution of this agreement unless a specific, different effective date is indicated for a particular change.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF MONROE, WASHINGTON

By _____
Scott A. Sullivan, Secretary-Treasurer

By _____
Geoffrey Thomas, Mayor

Date _____

Date _____

APPENDIX A
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MONROE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 2020, the monthly rates of pay for employees covered by this Agreement shall be as follows:

Position	**PG**	**STEP A 00-12m**	**STEP B 13-24m**	**STEP C 25-36m**	**STEP D 37-48m**	**STEP E 49-60m**	**STEP F 61m+**
Maint/Operations 2	U	$4,758	$4,995	$5,245	$5,507	$5,782	$6,073
Maint/Operations 3	U	$5,288	$5,553	$5,830	$6,121	$6,426	$6,748
Maint/Operations 4	U	$5,388	$5,656	$5,940	$6,238	$6,549	$6,877

Position	**PG**	**STEP A 00-12m**	**STEP B 13-24m**	**STEP C 25-36m**	**STEP D 37-48m**	**STEP E 49-60m**	**STEP F 61m+**
Construction Inspector	U	$5,901	$6,195	$6,506	$6,832	$7,173	$7,532

A.1.1 Effective January 1, 2021, the rates of pay which were in effect as of January 1, 2020, shall be increased by one hundred percent (100%) of that percentage increase in the “All Urban Consumers Index” (CPI-U) (1967=100) for the Seattle-Tacoma Area for that period from June 2019 to June 2020, as is supplied by the Bureau of Labor Statistics, United States Department of Labor. Such increase from the “All Urban Consumers Index” shall be a minimum of zero percent (0%) with no maximum.

A.1.2 Effective January 1, 2022, the rates of pay which were in effect as of January 1, 2021, shall be increased by one hundred percent (100%) of that percentage increase in the “All Urban Consumers Index” (CPI-U) (1967=100) for the Seattle-Tacoma Area for that period from June 2020 to June 2021, as is supplied by the Bureau of Labor Statistics, United States Department of Labor. Such increase from the “All Urban Consumers Index” shall be a minimum of zero percent (0%) with no maximum.

A.1.3 STEPS A to B, B to C, C to D, D to E and E to F are annual STEP increases effective each twelve (12) month period from the employee's anniversary date of hire.

A.1.4 The City may pay newly hired employees with previous experience at a rate of pay higher than Step A of the wage scale, but not greater than Step C.

A.1.5 Effective January 1, 2020, an employee who has earned a degree in a field of study including police administration, political science, sociology, psychology, law, business administration, education, criminology or other fields of study approved by the Employer shall receive additional compensation as follows:

Degree:	Monthly Amount:
AA	$154.15
BA/BS	$308.24

Effective January 1, 2021 and January 1, 2022 the above amounts will be increased by agreed upon COLA.

A.1.6 Effective January 1, 2020, upon completion of the required time of service, employees shall be entitled to Longevity Pay as per the following schedule. Longevity shall be based on the employee's date of hire on full-time service, to become effective with the beginning of the pay period following completion of the required service time.

Years of Employment:	Monthly Amount:
5	$38.54
10	$77.06
15	$154.15
20	$231.18

Effective January 1, 2021 and January 1, 2022 the above amounts will be increased by agreed upon COLA.

A.1.7 **Health Insurance** – Effective January 1, 2020, the Employer shall pay each month into the following employee benefit plan the amount indicated, which is one hundred percent (100%) for the employee and dependents, on behalf of each regular employee as defined in Section 1.1.1 who was compensated eighty (80) hours or more in the month preceding the month in which the contribution is due.

Benefit Plan 2020:	Monthly:
Washington Teamsters Welfare Trust Plan A	$1,448.00
Washington Teamsters Welfare Dental Plan A	$120.50
Washington Teamsters Vision Plan – Extended Benefit	$17.10
Monthly Total	$1,585.70

The Employer will pay one hundred percent (100%) of the Premium to the Trust from year to year. Effective January 1, 2020, the employees' share shall be seven percent (7%) of the monthly medical premium. If, during the term of this Agreement, the Employer's unaffiliated employees pay less than seven percent (7%) for their share of Teamsters Medical Plan A premiums, then the employees covered by this Agreement shall pay what the unaffiliated employees pay. Employee premiums shall be by pre-tax payroll diversion

to the extent it's allowable under the Law. Section A.1.8 of the contract will be reopened if the cost in any one year exceeds fifteen percent (15%) of the premium. Any resultant employee cost shall be deducted from the employee's paycheck each month.

The parties agree to bargain in good faith to provide employees with a compensation package that provides comparable coverage at an equivalent total cost of compensation to that which the parties have bargained for in this Collective Bargaining Agreement, but in no event shall the Employer be required to pay an excise tax on the coverage. If the Affordable Care Act is repealed by the U.S. Congress, including the excise tax provision, this language shall not apply to any other tax or fee that may be included in any new legislation on health insurance adopted by Congress.

Any changes required by the provider of insurance coverage shall be implemented. These include, but are not limited to, changes in required co-pays, deductibles and plan administration procedures.

A.1.8 Effective January 1, 2020, the Employer shall contribute the following amount, one hundred percent (100%) of the premium, into the Retiree's Welfare Trust.

Benefit Plan 2020:	**Monthly:**
Washington Teamsters RWT Plan "Plus"	$94.85

Premiums for 2021 and 2022 will be paid at one hundred percent (100%) by the Employer.

A.1.9 The Employer shall pay one hundred percent (100%) of the premium to cover a Life Insurance Plan of at least fifty thousand dollars ($50,000).

A.1.10 State Paid Family and Medical Leave – Beginning April 1, 2020, eligible employees will be covered by the Washington Paid Family Medical Leave (WPFML) insurance program. The Employer and employees will be required to contribute an amount equivalent to .4% of gross wages to the program. The parties have agreed that the premiums for such paid leave shall be the statutory split (employees pay 63.333% of .4% of gross wages; the Employer pays 36.667% of .4% of gross wages). The parties agree that the Employer shall have the option to convert from the State program to a voluntary program at its discretion, provided that there is no reduction in benefits from the State plan offerings.

A.2 Effective January 1, 2020, the Employer will pay three percent (3.0%) into a deferred compensation plan or VEBA for each employee. Each unit will elect as a unit what portion of the three percent (3.0%) will be paid into a deferred compensation plan and what portion will be paid into VEBA. Such election shall be in effect for the duration of the Agreement. In the event the Employer changes providers from ICMA to another provider, such change shall not result in a reduction of offered benefits or an increase in employee costs.

Benefit Plan:	**Monthly %:**
VEBA	1%
Benefit Plan:	**Monthly %:**
Deferred Comp Plan – City "match" employee contribution up to agreed upon percentage	2%

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF MONROE, WASHINGTON

By _____ By _____

Scott A. Sullivan, Secretary-Treasurer | Geoffrey Thomas, Mayor

Date _____ Date _____

APPENDIX B
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

THIS APPENDIX B is entered into by and between the City of Monroe, hereinafter referred to as the "Employer," and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union." This APPENDIX shall become effective upon signing and attached to and become part of the Collective Bargaining Agreement between the Employer and Union.

During negotiations for the 2020 through 2022 contract, the Employer and the Union agreed to structural changes and market adjustments in the wage scale in Appendix A. The parties have agreed that current employees shall be placed on the new scales as follows:

Maint./Operations 2 – All employees classified as Maintenance/Operations 2 effective January 01, 2020 shall remain in their current step on the scale but transition to the new pay rate for their step in Appendix A, A.1; then, if applicable, continue to move through the wage-scale steps on their anniversary date of employment.

Maint./Operations 3 – All employees classified as Maintenance/Operations 3 effective January 01, 2020 shall be placed on Step E of the Maint./Operations 3 scale in Appendix A, A.1, then move to the next step on the Maint.\Operations 3 scale effective January 01, 2021.

Maint./Operations 4 – All employees classified as Maintenance/Operations 4 effective January 01, 2020 shall remain in their current step on the scale but transition to the new pay rate for their step in Appendix A, A.1; then, if applicable, continue to move through the wage-scale steps on their anniversary date of employment.

Construction Inspectors – Effective January 01, 2020, Cory Foss shall move to Step D on the new scale for Construction Inspectors. Effective January 01, 2020, Casey Bollinger shall move to Step E on the new scale for Construction Inspectors. Both employees, regardless of anniversary date, shall transition to the next pay step on the scale effective January 1, 2021.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters	CITY OF MONROE, WASHINGTON
By _____	By _____
Scott A. Sullivan, Secretary-Treasurer	Geoffrey Thomas, Mayor
Date _____	Date _____

ADDENDUM
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

THIS ADDENDUM is entered into by and between the City of Monroe, hereinafter referred to as the "Employer," and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union." This ADDENDUM shall become effective upon signing and attached to and become part of the Collective Bargaining Agreement between the Employer and Union.

WHEREAS, new employees enter into a position covered under the Collective Bargaining Agreement between the Employer and Union, and

WHEREAS, an employee entering into such position covered by the Collective Bargaining Agreement requires enrollment and participation in health care plans provided through Washington Teamsters Welfare Trust; and

WHEREAS, Washington Teamsters Welfare Trust has an entry lag month, the entering of such health care coverage may create a one (1) month period of time in which no health care coverage can be provided; and

WHEREAS, the parties have an interest in ensuring that continuous health care coverage is provided to employees;

THEREFORE; the EMPLOYER and UNION enter into the following conditions.

1) Whenever a new employee (or current employee) enters into a position covered by the Washington Teamsters Welfare Trust, and where the employee would otherwise have a one-(1-) month gap in coverage under the Washington Teamsters Welfare Trust due to the Trust's lag month eligibility rules, the Employer shall be required, (with its initial payment to the Washington Teamsters Welfare Trust only) to make a double premium contribution for health care coverage to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an employee's eligibility period when enrolling in health care coverage provided under the Washington Teamsters Welfare Trust.

2) For the purposes of premium cost sharing, the employee shall be responsible for his/her portion of the premium as set forth in the Collective Bargaining Agreement, excluding the month in which the double premium contribution is made. The Employer shall pay the entire premium of the second (2nd) contribution.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters	CITY OF MONROE, WASHINGTON
By _____	By _____
Scott A. Sullivan, Secretary-Treasurer	Geoffrey Thomas, Mayor
Date _____	Date _____

MEMORANDUM OF UNDERSTANDING
to the AGREEMENT
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the CITY OF MONROE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The parties have agreed that employees who participate in Commercial Driver's License (CDL) training at Employer expense shall be required to sign and abide by the terms of the agreement below:

Commercial Driver's License Expense Agreement

You are scheduled to attend Commercial Driver's License (CDL) training. In accordance with the Memorandum of Understanding, you must complete this Expense Agreement and submit it to your Manager or Supervisor. If you have any questions regarding this agreement, please contact Human Resources.

The City agrees to advance expenses for you to attend CDL training:

Course: _____

Dates of Attendance: _____

Total Expense Amount: $_____ (includes registration, tuition, fees, required books and other materials to a maximum of $_____.

In consideration of payment of these expenses, you agree to the following:

- If you voluntarily terminate employment with the City of Monroe prior to completing the course, you will refund the entire amount of the course expenses provided to you.
- If you voluntarily terminate employment with the City of Monroe after completion of the course and prior to completing six (6) consecutive months of active employment, you will refund the entire amount of the course expenses provided to you.
- If you voluntarily terminate employment with the City of Monroe after completion of the course and after completing six (6) months of active employment, but prior to completing twenty-four (24) consecutive months of active employment, you will refund a pro-rated share of the total expenses provided to you. The pro-rated amount will be based on the total amount of expenses provided, divided by the percentage of time left in months from twenty-four (24) months that you did not continue employment with the City of Monroe.

For example: if $6,000 was paid for the training and the employee voluntarily left employment at:
- 6 months—$6,000.00 repayment
- 15 months—$3,000.00 repayment.
- 24 months—$0 repayment.

This CDL Expense Agreement creates no contract of employment between you and the City of Monroe. You may terminate your employment with the City of Monroe at any time, with or without cause.

Employee Name: _____

Employee Signature: _____

Date: _____

Manager Name:_____

Manager Signature: _____

Date: _____

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters	CITY OF MONROE, WASHINGTON
By _____	By _____
Scott A. Sullivan, Secretary-Treasurer	Geoffrey Thomas, Mayor
Date _____	Date _____

MONROE CITY COUNCIL

Agenda Bill No. 20-058

SUBJECT:	***Authorize the Mayor to sign the Termination of Interagency Agreement of the 2017-2020 School Resource Officer (SRO) Interagency Agreement Effective April 1, 2020***

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/28/2020	Police	Jeffrey D. Jolley	Jeffrey D. Jolley	Consent Agenda #10

Discussion: 04/28/2020

Attachments:
1. Termination of Interagency Agreement
2. Termination of Contract request
3. SRO Agreement

REQUESTED ACTION: Move to *Authorize the Mayor to sign the Termination of Interagency Agreement of the 2017-2020 School Resource Officer (SRO) Interagency Agreement Effective April 1, 2020*

POLICY CONSIDERATION:

On March 23, 2020, Governor Inslee issued a "Stay Home" order known as Washington State's "Stay Home, Stay Healthy" order as a response to the COVID-19 pandemic. As a component of the order the Governor also suspended sections of the Open Public Meetings Act. The order prohibits public agencies from holding in-person public meetings and taking any action that is not "necessary and routine" or related to the COVID-19 outbreak.

By statute, an interagency agreement may only be approved by the City's governing body (the City Council). As a corollary to this principle, agreements of this type may also only be terminated by the City Council.

DESCRIPTION/BACKGROUND:

On August 14, 2017 the Monroe School District #103 (District), and the City of Monroe (City) and Monroe Police Department (Agency) entered a three year agreement to provide a School Resource Officer (SRO) to be assigned to, and work at District schools within the City of Monroe. There have been prior agreements going back several years in this partnership, and the current agreement was due to expire at the end of the 2019-2020 school year.

On March 13, 2020, Governor Inslee announced that all schools in the State of Washington would be closed from March 17-April 24, 2020. It was subsequently decided that schools would remain closed for the remainder of the school year due to the COVID-19 outbreak. As such, the District has requested that the aforementioned agreement be terminated for the remainder of the 2019-2020 school year as all of their schools are closed.

The City of Monroe and the Monroe Police Department administratively agreed to cease providing SRO services and invoicing the District under the agreement. The parties mutually acknowledge the 2020 COVID-19 pandemic as a force majeure event that operates to excuse performance under the Agreement.

The parties, through their respective governing bodies, now wish to formally terminate the Agreement retroactively effective as of April 1, 2020.

FISCAL IMPACTS:

The Monroe School District (MSD) has been paying the City $7,504.05 per month to offset the salary and benefits for the SRO. MSD have made three of the anticipated six payments for the remainder of this school year. Termination of this agreement would forego these last three payments for a total of $22,512.15.

The current SRO will be assigned to MPD Patrol to fill staffing shortage due to 2 open officer vacancies.

TIME CONSTRAINTS:

As soon as possible.

ALTERNATIVES:

1. Move to authorize signature.
2. Take no action; and provide staff with direction for additional changes/request additional information be presented prior to action.

TERMINATION OF INTERAGENCY AGREEMENT

Recitals

A. Monroe School District #3 (District), the City of Monroe (City) and the Monroe Police Department (Agency), executed that certain Interagency Agreement (Agreement) regarding School Resource Officer (SRO) Services for the 2017-2018 through 2019-2020 school years. Under the Agreement, the City, by and through the Agency, agreed to provide a full-time SRO to perform security and related services within the District's school facilities for a three-year period.

B. As a result of the 2020 COVID-19/coronavirus pandemic, the District discontinued on-site instruction for students at the District's schools effective March 13, 2020.

C. By letter dated April 1, 2020, the District administratively requested that the Agency cease provision of SRO services under the Agreement prior to the Agreement's scheduled expiration date.

D. By letter dated April 1, 2020, the Agency administratively agreed to cease providing SRO services and invoicing the District under the Agreement.

E. The parties mutually acknowledge the 2020 COVID-19/coronavirus pandemic as a force majeure event that operates to excuse performance under the Agreement.

F. The parties, through their respective governing bodies, now wish to formally terminate the Agreement retroactively effective as of April 1, 2020, and to ratify and affirm their respective administrative actions in ceasing the provision of, and invoicing and payment for, SRO services under the Agreement as set forth above.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration the receipt and sufficiency of which are mutually acknowledged, including without limitation the public interest, the parties hereby agree as follows:

Terms

Section 1. Termination of Agreement; Payment. The August 4, 2017 Interagency Agreement between Monroe School District #103, the City of Monroe and the Monroe Police Department is hereby terminated retroactively effective as of April 1, 2020. The parties further mutually agree that the District's final invoice and payment under the Agreement shall be for SRO services rendered during the month of March 2020.

Section 2. Ratification and Affirmation. To the extent consistent with Section 1, the parties hereby ratify and affirm their respective previous administrative actions in discontinuing the provision of, and invoicing and payment for, SRO services under the Agreement since March 2020.

EXECUTED this __28th day of _April, 2020.

CITY OF MONROE	MONROE SCHOOL DISTRICT
_____	_____
Geoffrey Thomas, Mayor	Dr. Justin J. Blasko, Superintendent
ATTEST/AUTHENTICATED	MONROE POLICE DEPARTMENT
_____	_____
Becky Hasart, Acting City Clerk	Jeff Jolley, Chief
APPROVED AS TO FORM	APPROVED AS TO FORM
_____	_____
Monroe City Attorney	District Counsel

{JZL2136513.DOC;1/13011.900000/ }707021

Monroe Public Schools
200 E. Fremont St.
Monroe, Washington 98272

CANCELLATION OF STUDENT RESOURCE OFFICER MOU

To: Monroe Police Department
CC: City of Monroe
From: Security Manager, Greg Burns
RE: CANCELLATION OF SRO AGREEMENT, AS OF APRIL 1ST

Chief Jolley,

As you are aware, our current Memorandum of Understanding (MOU, see attached) establishes a full-time police officer (SRO) assigned to provide law enforcement services to the Monroe School District (the District). In consideration, the District pays the City of Monroe $70,732.89 across ten equal monthly installments (this amount has increased according to the Seattle/Tacoma Consumer Price Index during the 2018/19 and 2019/20 years). Our current SRO MOU is a three-year agreement, set to expire in June of this year. At that time, as in previous years, the district and the city intend on reviewing and establishing a new agreement for SRO services.

Given the current emergency declaration surrounding the COVID-19 pandemic, it is unlikely that school will resume in a normal onsite functioning capacity in the coming months. With the closure of district schools, it is impossible for the regular duties and expectations of the SRO to be achieved during this time. Therefore, having an SRO assigned to the District during this unusual event is not necessary, and we acknowledge the SRO's skills and resources would be better assigned elsewhere.

As we have discussed and in accordance with section (I) of our current agreement, the District requests a termination of current SRO services, effective April 1st, 2020. Please note, the District desires to partner with the City through a new MOU for SRO services prior to the start of normal onsite school functioning in September 2020.

Please let me know if you have any questions or concerns.

Sincerely,

Greg Burns
Safety Officer/ Risk & Security Manager
Monroe School District

INTERAGENCY AGREEMENT

THIS AGREEMENT is made and entered into this 14th th day of August, 2017, by and between the **MONROE SCHOOL DISTRICT #103** (District), and the **CITY OF MONROE** (City) and **MONROE POLICE DEPARTMENT** (Agency) regarding the School Resource Officer (SRO) Services for the 2017-2018 through the 2019-2020 school years.

WHEREAS, it is the intent and desire of the School District and Agency to ensure student, staff, and patron safety; and

WHEREAS, the Monroe School District desires a full-time police officer, hereafter called a School Resource Officer, to provide services to Monroe School District; and

WHEREAS, the Monroe Police Department has full-time police officers and desire to provide services to the Monroe School District; and

WHEREAS, Chapter 39.34 RCW the Interlocal Cooperation Act provides authority to enter into such agreements; and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the School District and the City agree as follows:

A. GUIDING PRINCIPLES:

The District and the Agency will:

a) work cooperatively and proactively to address school security issues and to provide students, staff, and patrons with quality law enforcement services and the safest learning environment possible.

The SRO shall:

a) serve as a resource to the schools and not as a disciplinarian unless the principal believes that an incident is a violation of the law.
b) inform the principal or designee prior to the implementation of law enforcement action as appropriate.

The SRO, along with building administrators and school staff:

a) will work collaboratively given the parallel nature of discipline and law enforcement sanctions.
b) shall adhere to those legal requirements, policies, and procedures established by the Agency and the District should it become necessary to conduct formal police interviews or investigations of students.
c) shall attend or complete on-line training and in-service sessions as required by the District as they apply to harassment, intimidation, and bullying.
d) will participate in an annual evaluation of program services meeting the first week of May of each year, to include building administrators from Monroe High School, Park Place Middle School, Hidden River Middle School and Leaders in Learning.

The SRO will be evaluated as per the Agency's policy. The SRO's supervisor can contact the District's Building Administrators for performance and program feedback.

B. THE MONROE SCHOOL DISTRICT AGREES TO:

Promptly notify the SRO or the Agency when infractions of school rules and/or criminal law related to physical intimidation, violence, and possession of weapons on school district property or at school-related activities are brought to the attention of a school administrator. A written statement will be completed and submitted to the SRO or Agency in a timely manner.

Give full cooperation and access to school district property or school functions to police officials responding to a request for the investigation of reported acts of violence, physical intimidation, or possession of weapons on school district property or at school functions within the city limits of Monroe.

Permit access to school district property for a law enforcement response to a civil disorder, riot, or for arrest of students, staff, or patrons whom probable cause for an arrest exists.

Provide the SRO access and training to Monroe School District Skyward to obtain the names, addresses and telephone numbers of students and parents as per Federal and State laws.

Provide the SRO the following materials and facilities which are necessary to the performance of the SRO's duties:

a) A two-way radio with Monroe High School frequencies.
b) A desk with drawers, a chair, and office supplies as needed.
c) A location for files and records which can be properly locked and secured.
d) Access to a heated and properly lighted office that shall contain a telephone with a private line and an Internet compatible computer to be used for general business purposes.

Conduct general grant management tasks, responsibilities, and programmatic reporting as appropriate by the Office of the Superintendent of Public Instruction.

C. REGULAR DUTY HOURS AND SUPERVISION OF THE SCHOOL RESOURCE OFFICER:

It is the districts desire that the SRO be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. These hours may be modified as needed upon mutual agreement. The Agency agrees to send SRO's work schedule 30 days in advance to building administrators and office managers at Monroe High School, Park Place Middle School and Leaders in Learning.

The Chief of Police or designee shall oversee the SRO, perform scheduled and unscheduled visits to the schools, and work with the District in coordinating and developing the SRO program.

The school principal or designee, while having no direct authority over the SRO, may request that the SRO assist in additional duties that are mutually agreed upon by the Superintendent or designee and the Chief of Police or designee as long as they do not violate the terms of this agreement. During those hours that school is in regular session, the SRO may also be assigned related duties on or off campus as determined by the Chief of Police.

To facilitate the exposure and value of the SRO position and provide opportunities for training and in-service, the Chief of Police or designee, as needed, will make every effort to replace planned SRO absences for training, vacation, or other long-term duty assignments or events. The SRO shall notify the school principal or designee in writing regarding the hour(s) or day(s) that they will be absent.

SRO will notify building administrators and office staff at Monroe High School, Park Place Middle School and Leader in Learning when on leave or unavailable to respond to calls at the school.

With the exception of "hot pursuit," the SRO and other law enforcement officers will check in at the building's main office.

D. INSTRUCTIONAL RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER:

The SRO shall:

a) act as an instructor or guest speaker for specialized, short-term programs or classes when invited to do so by the principal or designee.

b) shall coordinate programs and presentations with the principal or designee and staff members concerned and will seek permission, advice, and guidance before enacting any programs within the school.

c) shall develop expertise in presenting various subjects to students, including, at minimum, a basic understanding of the Revised Code of Washington and the role of law enforcement in society.

d) shall make available to the school faculty and students a variety of law enforcement related presentations and may solicit other subject matter experts to deliver programs of interest upon request.

e) shall encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with the students.

The Chief of Police or designee shall approve these activities and programs.

E. ADDITIONAL RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER:

The SRO shall:

a) take appropriate law enforcement action at the principal's request against intruders and unwanted guests who may appear at the school and at related school functions to the extent that the SRO may do so under authority of law.

b) attend parent/faculty meetings to solicit support and understanding of the program, as well as to assist parents and faculty members in law enforcement related problems involving students, when requested and approved by the Chief of Police or designee.

c) be available for student, parent and faculty member conferences in order to assist with the identification and resolution of problems of law enforcement or crime related in nature.

d) attend District's Student Threat Assessment Level 1 meetings to review, participate and develop student safety support plans.

e) become familiar with a variety of community agencies that offer assistance to children, youths and their families (e.g., mental health clinics, drug treatment centers, etc.) and shall make referrals when appropriate.

f) assist the school principal and/or building or District's Emergency Management Team in developing emergency plans and strategies to prevent and/or minimize dangerous situations.

g) provide assistance to other law enforcement officers and agencies in matters related to the SRO's assigned duties.

h) participate in or attend school related functions whenever possible and as approved by the Chief of Police or designee, including appropriate staff training as mutually agreed upon by the Superintendent or designee and the Chief of Police or designee.

The SRO is not to be used for regularly assigned lunchroom duties, bus duty, hall monitoring, as a crossing guard, or for continuing vehicle traffic control. If there is a temporary problem or emergency, however, the SRO may assist the school until the problem or emergency is resolved.

The Superintendent, the Chief of Police, their Agents, and Employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved collaboratively between the Superintendent and the Chief of Police or their designees.

F. FINANCIAL

For and in consideration of seventy thousand seven hundred and thirty-two dollars and eight nine cents ($70,732.89) for the 2017-18 school year, the City agrees to assign one (1) SRO to the District while school is in session, commencing with the first day of school scheduled in September 2017 and ending with the last day of school scheduled in June 2018.

For the 2018-19 and 2019-20 school years, this agreement shall be adjusted annually by an amount equal to the Seattle-Tacoma June Consumer Price Index (CPI), but shall in no case be less than one percent (1%) nor more than three percent (3%) annually.

The City shall be the employing entity responsible for all salary and benefits, including unemployment insurance and worker's compensation.

The City will invoice the District monthly in ten (10) equal installments and will provide supporting documentation with invoices beginning in October for September services with a final invoice due no later than July 30 of each year.

The District will reimburse the City within thirty (30) days of receipt of the invoice. The

reimbursement shall be paid annually in ten (10) monthly payments, with the first payment in October of each year.

The duties of the SRO, while assigned to the District, shall be mutually determined by the Chief of Police and the Superintendent of Schools and will be outline in the subsequent sections of this agreement.

G. DISMISSAL:

To dismiss an SRO from the duties described in this agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be replaced as soon as possible dependent on the training needs and availability of a replacement.

H. INDEMNIFICATION:

The City shall indemnify and hold harmless the School District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reasons of or arising out of any act of omission of the City, its officers, agents and employees, or any of them, in the performance of this agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the School District, the City shall defend the same at its sole cost and expense; provided that he School District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgement be rendered against the School District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

In executing this Agreement, the City does not assume liability or responsibility for or in any way release the School District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such School District policy, procedure rule or regulation is principally at issue, the School District shall defend the same at its sole expense and if judgement is entered or damages are awarded against the School District, the City or both, The School District shall satisfy the same, including all chargeable costs and attorney's fees.

The School District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reasons of or arising out of any act or omission of the District, its officers, agents and employees, any of them, in the performance of this agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the School District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against eh City and the School District and their perspective officers, agents and employees, or any of them, the School District shall satisfy the same.

I. TERMINATION:

This agreement may be terminated by either party upon thirty (30) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination. In the event this agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The district will be entitled to a prorated refund for each day that the SRO services are not provided because of termination of this agreement.

IN WITNESS HEREOF, the City and the District have executed this three (3) year agreement pursuant to approval by each of their governing bodies as of the day and year set forth below.

FOR THE MONROE SCHOOL DISTRICT #103

BY:_____ DATE: 8/15/17

Dr, Fredrika Smith, Superintendent, Monroe School District

FOR THE CITY OF MONROE

BY:_____ DATE: 9/18/17

Geoffrey Thomas, Mayor, City of Monroe

FOR THE MONROE POLICE DEPARTMENT

BY:_____ DATE: 8/28/2017

Tim Quenzer, Chief of Police, Monroe Police Department

APPROVED

AUG 14 2017

MONROE SCHOOL DISTRICT
BOARD OF DIRECTORS

MONROE CITY COUNCIL

Agenda Bill No. 20-059

SUBJECT:	***Authorize the Mayor to Execute an Amendment to the Consultant Agreement with Golden Rule, LLC for Business Recruitment, Retention and Enhancement***

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/28/2020	Administration	Deborah Knight	Deborah Knight	Consent Agenda #11

Discussion: 04/28/2020
Attachments:
1. Executed Agreement
2. Agreement Amendment

REQUESTED ACTION: Authorize the Mayor to execute an amendment to the consultant agreement with Golden Rule, LLC, for consultant services related to Business Recruitment, Retention and Enhancement. The proposed amendment doubles the consultant's number of hours dedicated to the project and maximum amount payable for the months of March, April and May 2020, with an option to extend to June 2020.

POLICY CONSIDERATIONS

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

One of the effects of the COVID-19 pandemic is a near-shut down of our economy and local business community. Supporting and assisting our local businesses, and ensuring that only essential businesses remain open, is a vital function in response to the outbreak.

DESCRIPTION/BACKGROUND

On January 1, 2020, the City executed an agreement with Golden Rule, LLC, James Palmer owner and principal, for Business Recruitment, Retention and Enhancement services. The agreement set a maximum amount payable of $65,000, billed at equal monthly installments of $5,416.66 and estimated at 17-20 hours per week.

Since the outbreak of COVID-19, Mr. Palmer has dedicated, and will continue to dedicate, significantly more time to the City of Monroe than contracted. In the additional time, Mr. Palmer has: assisted local business owners in analyzing and applying to the multiple state and federal assistance programs that have been established to support small businesses; responded to complaints of businesses remaining in operation; and initiated contact with businesses subject to complaint to educate them of the "essential businesses" portion of the Stay Home/Stay Healthy order and determine which exemption they claim to support their continued operation.

This amendment recognizes the additional time dedicated, and increases the maximum amount payable for the months of March, April and May 2020 to $10,833.32, with an option to increase the maximum amount payable for the month of June 2020 to the same amount.

As the March 31, April 7, April 14 and April 21, 2020 Monroe City Council meetings were cancelled, this is the first opportunity for the Council to consider this proposed amendment.

FISCAL IMPACTS

Amends the executed agreement to a new maximum amount payable of $86,666.67. If council approves the contract adjustment, this amount will become part of the 2020 Budget Amendment.

TIME CONSTRAINTS

N/A

ALTERNATIVES

Do not approve and direct the Mayor to amend the agreement without increasing the maximum amount payable.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 Business Recruitment Retention and Enhancement	**WORK DESCRIPTION** 2
CONSULTANT 3 Golden Rule, LLC	**CONSULTANT CONTACT NAME, AND TELEPHONE NO.** 4 James Palmer 3245 NW Market Street Seattle, WA 98017 206-419-5577
FEDERAL I.D. NO. 5 601822945	**BUDGET OR FUNDING SOURCE** 6 $65,000
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Deborah Knight, City Administrator 805 W Main Street Monroe, WA 98290 360-794-7400	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8 $65,000
COMPLETION DATE 9 December 31, 2020	10 ☐ Lump Sum ☐ Cost Plus a Fixed Fee ☐ Schedule Rate/Time and Materials ☒ Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on January 1, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

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

paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $50,000 per accident.

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two

business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

upon completion of the work or upon request of the CITY.

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

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

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

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

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

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

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all

services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

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

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

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

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

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

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

material breach of this Agreement.

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

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

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

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

CONSULTANT:

Golden Rule LLC

By: James R Palmer

Title: Owner / Principal

CITY OF MONROE:

Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

Cheri Hurst

~~Elizabeth M. Adkisson, MMC, City Clerk~~
Cheri Hurst Designated Assignee for the City of Monroe

EXHIBIT A

SCOPE OF WORK

Implement BRRE goals identified in the 2016 Downtown Revitalization Strategy; the Economic Element of the 2015 Comprehensive Plan; the 2015 Economic Development Strategy; and the 2008 Downtown Master Plan as directed by the Project Administrator.

The scope of work includes the following:

- Assist in prioritizing the City's Economic Development Plan initiatives and City Council goals related to business recruitment, retention and expansion;
- Recommend, develop and implement programs and strategies for business expansion, retention and attraction, working closely with local businesses, business groups, and potential businesses to "Choose Monroe";
- Contact major employers, manufacturers, retailers, and small business owners to learn about business needs, plans for expansion/contraction, and business climate. Report issues and needs to the City Administrator and/or Community Development Director;
- Develop print and on-line resources to respond to inquiries for available properties, economic and demographic data, and trends and resources;
- Work in partnership with the Mayor, City Administrator, and economic development committee to identify strategic priorities with the most development potential;
- Develop, distribute, and analyze an annual business survey;
- Provide technical assistance at monthly economic development committee meetings and any other special meetings as required;
- Maintain and develop contacts with land owners, developers, site consultants, realtors, entrepreneurs, private industry representatives, chambers of commerce, and economic development related organizations and agencies.
- Represent the City as needed at meetings and events related to economic development.

DELIVERABLES

- Business recruitment, retention and expansion work plan based on strategic priorities
- Response to inquiries for information and assistance within three (3) business days
- Monthly meetings with top 20 tax generators, employers, and key property owners
- Maintain a database of existing businesses
- Maintain a list of available commercial properties
- Create and distribute a monthly newsletter
- Create and distribute an annual business survey
- Create and distribute an annual economic development report.

EXHIBIT B
COMPLETION SCHEDULE

Task	Frequency/Completion Date
Business recruitment, retention and expansion work plan based on strategic priorities	March 1, 2020
Create and distribute an annual economic development report.	March 31, 2020
Create, distribute, and summarize data in an annual business survey	Create Survey September 30, 2020 Distribute Survey October 30, 2020 Summarize Data December 31, 2020
Monthly meetings with top 20 tax generators, employers, and key property owners	Monthly
Create and distribute a monthly newsletter	Monthly
Response to inquiries for information and assistance within three (3) business days	On-going
Maintain a database of existing businesses	On-going
Maintain a list of available commercial properties	On-going

EXHIBIT C

FEE SCHEDULE

Payment Schedule:

Golden Rule will invoice the City of Monroe monthly for the services performed in the previous month.

Fees:

A monthly invoice for a minimum of $5,416.66 (estimated 17-20 hours per week) will be invoiced per payment schedule identified above. Monthly invoice will include activities conducted and or completed within the pay period and total hours worked.

EXHIBIT D

SUBCONSULTANT LIST

None

EXHIBIT E

MONROE CODE OF ETHICS

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

2.52.010 Purpose – Construction.

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

2.52.020 Definitions.

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

A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.

B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC 2.52.040.

C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

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

2.52.040 Board of ethics – Public officials.

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

A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the confirmation of

the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

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

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

B. Specific Complaint Against a Public Official.

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

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

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

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

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

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

disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

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

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

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

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

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

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

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

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a

majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

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

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

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

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

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

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

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

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

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

2.52.050 Miscellaneous provisions.

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

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

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

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

2.52.060 Appeal – Penalties for violation.

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

ADDENDUM NO. 1

TO

CONSULTANT AGREEMENT BETWEEN CITY OF MONROE AND GOLDEN RULE, LLC FOR BUSINESS RECRUITMENT, RETENTION AND ENHANCEMENT

THIS ADDENDUM TO THE CONSULTANT AGREEMENT ("Addendum") made and entered into as of the first day of January, 2020, amends that certain Consultant Agreement for Business Recruitment and Retention Services approved February 20, 2018, by and between the City of Monroe (hereinafter "City") and Golden Rule, LLC (hereinafter "Consultant").

Section 1. Maximum Amount Payable. In accordance with the Consultant Agreement Section No. 5, Extra Work, the Maximum Amount Payable of the Agreement is hereby increased to and shall not exceed $86,666.67.

Section 2. Monthly Invoicing. In accordance with the Consultant Agreement Section No. 5, Extra Work, the Fee Schedule of the Agreement, attached to and incorporated in the Agreement as Exhibit C, is hereby amended to increase the minimum monthly invoicing amount to $10,833.32 for the months of March, April and May 2020. The City shall retain the right, through written notice to the Consultant, to increase the minimum monthly invoicing amount for the month of June 2020 to $10,833.32.

Except as modified herein above, all terms and conditions of the Consultant Agreement between City of Monroe and Golden Rule, LLC for Business Recruitment, Retention and Enhancement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument on the _____ day of _____, 2020.

CITY OF MONROE, WASHINGTON	**CONSULTANT**
_____	_____
Geoffrey Thomas, Mayor	Golden Rule, LLC Mr. James Palmer, Owner/Principal

ATTEST:

_____

Becky Hasart, Interim City Clerk

MONROE CITY COUNCIL

Agenda Bill No. 20-060

SUBJECT:	***Families First Coronavirus Response Act Policy***

DATE:	**DEPT:**	**CONTACT:**	**PRESENTER:**	**ITEM:**
4/28/2020	HR	Ben Warthan	Ben Warthan	New Business #1

Discussion: 4/28/2020
Attachments:
1. Public Health Emergency Leave Draft Policy
2. Appendix to Public Health Emergency Leave Policy

REQUESTED ACTION: Provide direction to the Mayor to have City staff implement policy regarding Public Health Emergency Leave.

POLICY CONSIDERATIONS

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

City Council is responsible for policy. This is for Council consideration, review, discuss, and provide direction to City staff regarding the Washington State Family First Coronavirus Act. The adoption of this policy is necessary because the City has until the end of April to adopt this policy.

DESCRIPTION/BACKGROUND:

The Families First Coronavirus Response Act (FFCRA), which is an economic stimulus plan to address the impact of the COVID-19 pandemic, was signed into law on March 18, 2020, and took effect April 1, 2020.

This policy provides temporary protected leave and paid leave benefits for certain absences arising from the COVID-19 outbreak in accordance with the federal Families First Coronavirus Response Act (FFCRA). This policy will be administered in accordance with the FFCRA statute and forthcoming federal regulations and guidance.

The FFCRA provides for two categories of leave. The first expands existing FMLA coverage to provide up to 12 weeks of partially-paid Public Health Emergency Leave ("PHEL/FMLA") for eligible employees forced to miss work due to closure of their child's school or the unavailability of the child's childcare provider for reasons related to COVID-19. The second provides up to 10 days of Emergency Sick Leave for various reasons related to the COVID-19 outbreak.

FISCAL IMPACTS

Partial Pay Entitlement:
City of Monroe will pay two-thirds of the employee's regular pay, up to a maximum of $200 per day or $10,000 in the aggregate

Emergency Paid Leave:
Sick Leave is capped at $511 per day and $5,110 in the aggregate when leave is taken for qualifying reasons. (1-3)

Leave is capped at $200 per day and $2,000 in the aggregate when leave is taken for alternative qualifying reasons. (4-6)

TIME CONSTRAINTS

Family First Coronavirus Response Act came into effect April 1, 2020, The City has thirty (30) days to enact policy and provide the expansion of the Family Medical Leave Act to employees.

ALTERNATIVES

Attached Appendix has potential alternatives to draft language

Section 2.1 - Optional alternative based upon eligibility for Public Health Emergency Leave if invoking exemption for certain employees. (Emergency Responders)

Section 2.5 - Optional alternative based upon eligibility for Emergency Sick Leave if invoking exemption for certain employees. (Emergency Responders)

CITY OF MONROE

POLICY SUBJECT: **Family First Coronavirus Response Act Policy**

REFERENCE NUMBER **#2020-XXX**

EFFECTIVE DATE: _____

APPROVED:

_____Mayor _____City Administrator

Date: _____

RECEIVED:

_____Police _____Human Resources

_____Clerk _____Public Works

_____Finance _____City Attorney

_____Community Development

_____Parks & Recreation

The statements contained in this policy are guiding and summaries. They do not bind the City of Monroe. The City reserves the right to change, revoke or make exceptions to the city policies at any time and at its sole discretion.

1.0 PURPOSE

This policy provides temporary protected leave and paid leave benefits for certain absences arising from the COVID-19 outbreak in accordance with the federal Families First Coronavirus Response Act (FFCRA). The benefits available under this policy are available beginning on April 1, 2020 through December 31, 2020. This policy will be administered in accordance with the FFCRA statute and forthcoming federal regulations and guidance.

The FFCRA provides for two categories of leave. The first expands existing FMLA coverage to provide up to 12 weeks of partially-paid Public Health Emergency Leave ("PHEL/FMLA") for eligible employees forced to miss work due to closure of their child's school or the unavailability of the child's childcare provider for reasons related to COVID-19. The second provides up to 10 days of Emergency Sick Leave for various reasons related to the COVID-19 outbreak. Details regarding each category of leave are provided in the sections below.

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2.0 GENERAL PROVISIONS

All provisions below will be in accordance with will Department of Labor regulation and definitions.

2.1 Eligibility

Subject to certain exemptions described below, Employees of the City of Monroe who have worked for the City of Monroe for at least 30 calendar days are eligible for PHEL/FMLA leave. An employee need not meet the eligibility requirements for regular FMLA (12 months of employment and 1250 hours worked in the prior year) to be eligible for PHEL/FMLA.

2.2 Leave Entitlement

An eligible employee may take up to 12 weeks of protected leave if the employee is unable to work, or telework, based on a need to care for the employee's child under age 18 because the child's school or place of care has been closed, or the child's child care provider is unavailable due to a public health emergency.

A public health emergency means an emergency with respect to COVID-19 declared by a federal, state, or local authority. PHEL/FMLA is part of an employee's regular FMLA leave entitlement.

Accordingly, if an employee has already used FMLA for other purposes during the FMLA leave year, the amount of available PHEL/FMLA will be reduced by the amount of FMLA leave already taken. PHEL/FMLA leave will be available through December 31, 2020.

2.3 Partial Pay Entitlement

The first 10 days of PHEL/FMLA will be unpaid, although employees may elect to use accrued leave or Emergency Sick Leave, in accordance with section 2.5 of this document, during this period. For leave beyond the first 10 days, the City of Monroe will pay two-thirds of the employee's regular pay, up to a maximum of $200 per day or $10,000 in the aggregate. Pay is calculated based on the number of hours an employee would otherwise have been scheduled to work. For employees with variable hours, hours will be determined based on the average number of hours scheduled over the six-month period preceding the leave (including paid leave hours) or on a reasonable expectation at the time of hire as to the hours per day the employee would normally be scheduled to work. Employees may elect to supplement the PHEL/FMLA paid benefit with their accrued leave.

2.4 Notification; Documentation

Employees who need to take PHEL/FMLA leave should notify Human Resources as soon as practicable after the need for leave arises.

- Notification: An employee who needs to take Emergency Sick Leave should notify Human Resources, by email, as soon as practicable. After the first workday (or portion thereof) that an employee takes Emergency Sick Leave, the employee must follow the notice requirements required for use of regular sick leave. On a case-by-case basis, the employer may require documentation to verify that leave is being taken for a FFCRA-covered reason.

- Documentation: DOL regulations state that an employee seeking PHEL/FMLA leave must provide the City of Monroe with documentation containing:

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- the employee's name;
- date(s) for which leave is requested;
- qualifying reason for the leave; and
- a written statement that the employee is unable to work due to the qualifying reason.

Depending on the type of leave being requested, DOL regulations require that an employee, at the request of the City of Monroe, provide the following additional information to substantiate the leave request:

- the name of the son or daughter being cared for;
- the name of the school, place of care or childcare provider that has closed or become unavailable; and
- a representation that no other suitable person will be caring for the child during the period for which the employee is taking leave.

- Other: This policy will be administered consistent with the City of Monroe's existing Family and Medical Leave (FMLA) policy, except as modified by the FFCRA. This leave is not in addition to the 12 weeks allowed under FMLA, but it provides more qualifying events, until December 31, 2020, in which to use the current FMLA program. Any hours that have been used under FMLA in a rolling calendar year will be considered in determining the number of eligible hours for this program

2.5 Emergency Paid Sick Leave

- Eligibility: All employees of the City of Monroe are eligible for up to 80 hours of Emergency Sick Leave. Emergency Sick Leave may be fully paid or partially paid, depending on the reason for taking leave (see below).

- Covered Reasons for Using Emergency Sick Leave: Employees are entitled to use Emergency Sick Leave when they are unable to work, or telework, for any of the following reasons:
  1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
  2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
  3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
  4. To care for an individual who is self-isolating for one of the reasons described in (1) or (2) above.
  5. To care for the employee's child under age 18 due to closure of the child's school or unavailability of the child's childcare provider due to COVID-19 precautions. A "child" is defined the same as under the FMLA; *i.e.,* a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time leave is to commence.
  6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

- Paid Leave Entitlement: Full-time employees are entitled to up to 80 hours of Emergency Sick Leave. Part-time employees are entitled to the Emergency Sick Leave equal to number of hours they typically work over a two-week period. For employees with variable hours, hours will be determined based on the average number of hours scheduled over the six-month period preceding the leave (including paid leave hours) or on a reasonable expectation at the time of hire as to the hours per day the employee would normally be scheduled to work. Any Emergency Sick Leave available under this policy is in addition to accrued leave to which an employee was already entitled under existing City of Monroe policies or labor agreements.

- Reduced Benefit for Certain Leaves; Cap on Sick Leave Amount: Where Emergency Sick Leave is taken for reasons (1), (2), or (3) above (which cover leave due to the employee's own health or quarantine), the paid sick leave benefit is equal to the employee's regular rate of pay for the missed work time, provided that Emergency Sick Leave is capped at $511 per day and $5,110 in the aggregate when leave is taken for these reasons. Where leave is taken for reasons (4), (5), or (6) above (to care for another, to care for a child due to a school closure or unavailability of childcare, or where the employee is experiencing a substantially similar condition), the paid sick leave benefit is two-thirds of the employee's regular rate of pay, provided that Emergency Sick Leave is capped at $200 per day and $2,000 in the aggregate when leave is taken for one of these reasons.

- Use of Paid Sick Leave; Sequencing with Other Leave; Intermittent Use: Employees may access Emergency Sick Leave for a covered reason before exhausting other accrued leaves. If an absence is covered by this Emergency Sick Leave policy and the PHEL/FMLA policy above, the employee may elect to use Emergency Sick Leave during the first 10 days of PHEL/FMLA in order to remain in paid status.

  If an employee is using Emergency Sick Leave intermittently due to a closure of a child's school or unavailability of the childcare provider, the employee may take leave intermittently only with the City of Monroe's approval. An employee may also use Emergency Sick Leave intermittently with City of Monroe's approval if unable to telework his/her normal schedule of hours due to a qualifying reason (for example, if an employee can telework in the morning, but needs to care for a child in the afternoon due to a school closure). Per Department of Labor guidance, where an employee is not teleworking, intermittent use of Emergency Sick Leave is not permitted when leave is taken for reasons (1), (2), (3), (4), or (6) above. In such cases, Emergency Sick Leave must be taken in full-day increments and once leave is initiated for one of these reasons, the employee must continue to use Emergency Sick Leave until either (i) the full amount of Emergency Sick Leave has been used; or (ii) the employee no longer has a qualifying reason for taking Emergency Sick Leave. The Department of Labor has explained that this requirement is imposed because if an employee is actually or possibly sick with COVID-19, or is caring for someone who is sick or possibly sick with COVID-19, the intent of the law is to provide paid leave to prevent the spread of the virus.

- Carryover; Termination of Benefit: The Emergency Sick Leave Benefit expires on December 31, 2020; any unused Emergency Sick Leave will not be carried over to the next calendar year or merged into other leave banks. Additionally, the entitlement to Emergency Sick Leave ceases

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beginning with the employee's next scheduled work shift immediately following the termination of the need for paid sick leave. However, to the extent an employee subsequently needed additional time off for another covered reason prior to December 31, 2020, the employee could use any remaining Emergency Sick Leave available.

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Appendix to Public Health Emergency Leave (PHEL/FMLA)

2.1 Eligibility

[*Optional alternative if employer is invoking exemption for certain employees:* Subject to certain exceptions described below, Employees who have worked for the Employer for at least 30 days are eligible for PHEL/FMLA leave. An employee need not meet the eligibility requirements for regular FMLA (12 months of employment and 1250 hours worked in the prior year) to be eligible for PHEL/FMLA.

To ensure the Employer's ability to meet the needs of the community during the COVID-19 pandemic, health care providers and emergency responders are not eligible for PHEL/FMLA leave.]

[*Drafting note: If an employer is exempting health care providers and/or emergency responders, and will be offering such employees an alternative benefit, that benefit can be described or cross-referenced here.*]

2.5 Emergency Paid Sick Leave

[*Optional alternative if employer is invoking exemption for certain employees:* All employees of the Employer are eligible for up to 80 hours of Emergency Sick Leave, subject to certain exceptions. To ensure the Employer's ability to meet the needs of the community during the COVID-19 pandemic, health care providers and emergency responders are not eligible for Emergency Sick Leave. For those eligible, Emergency Sick Leave may be fully paid or partially paid, depending on the reason for taking leave (see below).

[*Drafting note: If an employer is exempting health care providers and/or emergency responders, and will be offering such employees an alternative benefit, that benefit can be described or cross-referenced here. Additionally, employers can presumably exempt these employees from part but not all of the FFCRA entitlements (e.g., provide paid sick leave for illness, but not for school closures).*]

<u>Covered Reasons for Using Emergency Sick Leave</u>

1. [*Optional:* (Please note: the Department of Labor has advised that a state or local "stay at home" or "shelter in place" order does not qualify under this reason (1); however, such orders may become covered under reason (6) below pending further guidance from the federal government. The Employer will continue to monitor federal guidance on this issue and administer this policy consistent with current guidance.)]

<u>Reduced Benefit for Certain Leaves; Cap on Sick Leave Amount</u>:

[*Drafting note: Employers may elect to keep employees in fully-paid status rather than providing partial pay when leave is taken for reasons (4)–(6), although the tax credit available to private sector employers would be capped at the statutory benefit level. Also, employers are*

likely required to allow employees to supplement a partial Emergency Sick Leave benefit with accrued Washington Paid Sick Leave, and may elect to allow employees to supplement the PHEL/FMLA benefit with other accrued leaves (e.g., vacation). An employer that would prefer to allow supplementation only as to sick leave should revise the above language accordingly.]

MONROE CITY COUNCIL

Agenda Bill No. 20-061

SUBJECT:	***Ordinance No. 003/2020, Downtown Fee Waiver Program Extension; First and Final Reading***

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/28/2020	Community Development	Ben Swanson	Ben Swanson	New Business #2

Discussion: 04/28/2020
First Reading: 04/28/2020
Second Reading: 04/28/2020

Attachments:
1. Proposed Extension Ordinance No. 003/2020
2. Ordinance No. 009/2019
3. 2015/2020 Downtown Permit Fee Waiver Spreadsheet

REQUESTED ACTION:

A. Move to waive Council Rules of Procedure requiring two readings of ordinances.

B. Move to adopt Ordinance No. 003/2020, extending for an additional one year period the temporary elimination of fees for certain permits associated with development in the Downtown Commercial zone and fixing a time when the same shall become effective.

POLICY CONSIDERATIONS

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

This subject matter is both necessary and routine as a response to the economic impacts resulting from COVID 19. If approved by Council, the one year extension would allow business/building owners to move forward with financial decisions that extend beyond the current June 15, 2020 end date and provide for a level of certainty when planning for investments.

Goal 8 of Monroe's Comprehensive Plan states, "Establish downtown Monroe as a thriving commercial, civic, and residential area. A thriving downtown enhances the value and function of the entire City. Downtown should represent much of Monroe's civic identity. Making downtown vital requires supporting its numerous and necessary operations including a strong commercial and retail base, community services, public spaces and housing options. This goal highlights the importance of a healthy downtown.

DESCRIPTION/BACKGROUND

The purpose of the Downtown Fee Waiver Program is to promote growth and the revitalize existing buildings by incentivizing development in this area. On May 14, 2019, the Monroe City Council passed Ordinance No. 009/2019 *(Attachment 2)* temporarily eliminating certain fees for certain permits associated with development in downtown. Ordinance No. 009/2019 is to automatically expire on June 14, 2020, unless repealed sooner by the City Council.

As required by Ordinance No 009/2019 staff included Attachment 3 that itemizes issued permits subject to the downtown fee waiver program between June 15, 2019 and April 1, 2020. In addition, Attachment 3 Permit application type, location, applicant, and the waived permit fee amount are among the information included in the table. Thirty four permits have been issued totaling $223,258.18 in waived fees during the 2019/2020 cycle. This is up from waived fees in 2018/2019 cycle that totaled $5,984.03.

FISCAL IMPACTS

$223,258.18 in permit fees in the Downtown Planning Area has been waived since the City Council adoption of Ordinance 009/2019. The fees waiver was a key factor in incentivizing the development of Popa and River's Edge properties.

TIME CONSTRAINTS

Ordinance No. 009/2019 will expire June 14, 2020, unless extended.

**NOTE: The one-year implementation period of this ordinance shall commence with the June 14, 2020, expiration date of Ordinance No. 009/2019, and shall expire June 14, 2021.*

ALTERNATIVES TO REQUESTED ACTION

1. Accept for first reading at the April 28, 2020, regularly scheduled meeting, and bring back for final reading on May 12, 2020.

2. Do not adopt; and direct staff to areas of concern.

CITY OF MONROE
ORDINANCE NO. 003/2020

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, EXTENDING FOR AN ADDITIONAL ONE YEAR PERIOD THE TEMPORARY ELIMINATION OF FEES FOR CERTAIN PERMITS ASSOCIATED WITH DEVELOPMENT IN THE DOWNTOWN AREA AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, the City of Monroe processes permits required for development of land; and

WHEREAS, a condition precedent for processing any application for said permits is the payment of fees associated therewith; and

WHEREAS, development in the downtown area of the City of Monroe has been lagging those in other areas of the City; and

WHEREAS, the slowdown in development in the downtown area of the City is resulting in lower tax revenues for the City; and

WHEREAS, on May 14, 2019, the Monroe City Council passed Ordinance No. 009/2019, temporarily eliminating fees for certain permits associated with development in the downtown area; and

WHEREAS, Ordinance No. 009/2019 is set to expire one year after its June 14, 2020, effective date; and

WHEREAS, the City Council finds it is desirable and beneficial to the City of Monroe to continue to encourage development in the downtown area of the City by extending the temporary elimination of fees for certain permits associated with development in the downtown area for an additional one year period beyond the June 14, 2020, expiration date provided for in Ordinance No. 009/2019.

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

Section 1. The City of Monroe shall not charge any fee as a condition precedent for processing applications for any city permit that is listed in Exhibit A, attached hereto and incorporated herein by this reference, for developments in the Downtown Area. Fee waivers do not apply to Single-family dwelling permits.

Section 2. Downtown Area shall exclusively include those areas within the City as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Section 3. The following fees shall remain unaffected by the adoption of this ordinance: (1) fees for application for City permit that are not listed in Exhibit A; (2) fees for any application for permit that are listed in Exhibit C, attached hereto and incorporated herein by this reference; (3) fees for any application for non-City permits, including but not limited to those required by or originating from the State of Washington or special purpose districts; (4) fees associated with third party consultant work necessary to process any application for permit; and (5) fees for application for permit for development outside the Downtown Benefit District.

Section 4. Any question or ambiguity relating to whether a certain fee is affected by the adoption of this ordinance as provided in Section 1, or remain unaffected as provided in Section 3, shall be decided in favor of the latter.

Section 5. Future amendments to what is commonly referred to as the City of Monroe's Fee Resolution shall be consistent with this ordinance.

Section 6. The City of Monroe shall not increase, as a direct result of this ordinance, the fees for any application for permit for development outside the Downtown Area, for which there is no fee for the same application within the Downtown Area.

Section 7. Notwithstanding the fee waiver authorized under this ordinance, properties located in the Downtown Area shall be fully subject to the same penalties for regulatory and/or permitting noncompliance and violations as any other property in Monroe city limits. Without limitation of the foregoing, if work requiring a building permit is performed without first obtaining a permit, the applicant shall be charged two times the fee amount established in Table 1-A Building Fee Table and Table 103.4.2(A).

Section 8. Unless sooner repealed by action of the City Council, this ordinance shall automatically expire on June 14, 2021. Approximately forty-five days before the automatic expiration of this ordinance, the Director of Community Development, or his designee, shall report to the City Council on the costs and benefits to the City of Monroe as a result of this ordinance.

Section 9. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 10. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law. The one-year implementation period of this ordinance shall commence with the June 14, 2020, expiration date of Ordinance No. 009/2019, and shall expire June 14, 2021.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this _____ day of _____, 2020.

1st Reading	Waived
Final Reading:	April 28, 2020
Published:	May 3, 2020
Effective:	May 8, 2020

CITY OF MONROE, WASHINGTON:

(SEAL)

_____
Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
Becky Hasart, Interim City Clerk

_____
J. Zachary Lell, City Attorney

EXHIBIT A

FEES TO BE WAIVED:

Accessory dwelling units
Boundary line adjustment
Environmental (SEPA) review (DNS and Mitigated only; environmental consultant fees not waived)
Short plat
Plat amendments
Site plan review
Building permits -
    Building plan review fees (structural consultant review fees not waived)
    Building permit fees (State's $25.00 for commercial and $6.50 for residential)
Plumbing and mechanical fees
Public works construction fees
Right-of-way permits
Utility availability letter
Grading plan review fees
Grading permit
Sign Permits
Tenant Improvement Permits
Demolition Permits

EXHIBIT B

Area included within the “Downtown Area”.

The area bordered by the following: Madison Street on the west, McDougall Street on the south, Al Borlin Park on the east and Burlington Northern Railroad right-of-way on the north. Where the boundaries are indicated by a street, the boundary shall be the centerline of that street. Where the boundaries are irregular, the study area boundary shown on the City’s official zoning map as the Downtown Commercial Zone.

EXHIBIT C

FEES NOT WAIVED:

Contract and binding site plan
Land clearing permits
Model homes
Subdivisions
Planned residential development
Rezone application
Shoreline permits (includes variances, conditional uses, substantial development; environmental consultant)
Special use permit
Variance
Conditional use permit
Fire flow test
Street right-of-way vacation fees
Special flood hazard area development permit

Any State fees on permits
Capital improvement fees
Consultant charges
Fire District fees
Reimbursement agreement fees
Transportation concurrency fees
Water service connection fees
Sewer connection fees
Water, sanitary sewer and storm sewer frontage fees
Park Plan, Transportation Plan, and School impact fees
SEPA concurrency fees

CITY OF MONROE
ORDINANCE NO. 009/2019

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, EXTENDING FOR AN ADDITIONAL ONE YEAR PERIOD THE TEMPORARY ELIMINATION OF FEES FOR CERTAIN PERMITS ASSOCIATED WITH DEVELOPMENT IN THE DOWNTOWN AREA AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, the City of Monroe processes permits required for development of land; and

WHEREAS, a condition precedent for processing any application for said permits is the payment of fees associated therewith; and

WHEREAS, development in the downtown area of the City of Monroe has been lagging those in other areas of the City; and

WHEREAS, the slowdown in development in the downtown area of the City is resulting in lower tax revenues for the City; and

WHEREAS, on May 18, 2018, the Monroe City Council passed Ordinance No. 014/2018, temporarily eliminating fees for certain permits associated with development in the downtown area; and

WHEREAS, Ordinance No. 014/2018 is set to expire one year after its June 14, 2018, effective date; and

WHEREAS, the City Council finds it is desirable and beneficial to the City of Monroe to continue to encourage development in the downtown area of the City by extending the temporary elimination of fees for certain permits associated with development in the downtown area for an additional one year period beyond the June 14, 2018, expiration date provided for in Ordinance No. 014/2018.

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

Section 1. The City of Monroe shall not charge any fee as a condition precedent for processing applications for any city permit that is listed in Exhibit A, attached hereto and incorporated herein by this reference, for developments in the Downtown Area. Fee waivers do not apply to Single-family dwelling permits.

Section 2. Downtown Area shall exclusively include those areas within the City as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Section 3. The following fees shall remain unaffected by the adoption of this ordinance: (1) fees for application for City permit that are not listed in Exhibit A; (2) fees for any application for permit that are listed in Exhibit C, attached hereto and incorporated herein by this reference; (3) fees for any application for non-City permits, including but not limited to those required by or originating from the State of Washington or special purpose districts; (4) fees associated with third party consultant work necessary to process any application for permit; and (5) fees for application for permit for development outside the Downtown Benefit District.

Section 4. Any question or ambiguity relating to whether a certain fee is affected by the adoption of this ordinance as provided in Section 1, or remain unaffected as provided in Section 3, shall be decided in favor of the latter.

Section 5. Future amendments to what is commonly referred to as the City of Monroe's Fee Resolution shall be consistent with this ordinance.

Section 6. The City of Monroe shall not increase, as a direct result of this ordinance, the fees for any application for permit for development outside the Downtown Area, for which there is no fee for the same application within the Downtown Area.

Section 7. Notwithstanding the fee waiver authorized under this ordinance, properties located in the Downtown Area shall be fully subject to the same penalties for regulatory and/or permitting noncompliance and violations as any other property in Monroe city limits. Without limitation of the foregoing, if work requiring a building permit is performed without first obtaining a permit, the applicant shall be charged two times the fee amount established in Table 1-A Building Fee Table and Table 103.4.2(A).

Section 8. Unless sooner repealed by action of the City Council, this ordinance shall automatically expire on June 14, 2020. Approximately forty-five days before the automatic expiration of this ordinance, the Director of Community Development, or his designee, shall report to the City Council on the costs and benefits to the City of Monroe as a result of this ordinance.

Section 9. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 10. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law. The one-year implementation period of this ordinance shall commence with the June 14, 2019, expiration date of Ordinance No. 014/2018, and shall expire June 14, 2020.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 14th day of May, 2019.

1st Reading	Waived
Final Reading:	May 14, 2019
Published:	May 17, 2019
Effective:	May 22, 2019

(SEAL)

CITY OF MONROE, WASHINGTON:

Geoffrey Thomas, Mayor

ATTEST:

Elizabeth M. Adkisson, MMC, City Clerk

APPROVED AS TO FORM:

J. Zachary Lell, City Attorney

EXHIBIT A

FEES TO BE WAIVED:

Accessory dwelling units
Boundary line adjustment
Environmental (SEPA) review (DNS and Mitigated only; environmental consultant fees not waived)
Short plat
Plat amendments
Site plan review
Building permits -
    Building plan review fees (structural consultant review fees not waived)
    Building permit fees (State's $4.50 building permit fee not waived)
Plumbing and mechanical fees
Public works construction fees
Right-of-way permits
Utility availability letter
Grading plan review fees
Grading permit
Sign Permits
Tenant Improvement Permits
Demolition Permits

EXHIBIT B

Area included within the "Downtown Area".

The area bordered by the following: Madison Street on the west, McDougall Street on the south, Al Borlin Park on the east and Burlington Northern Railroad right-of-way on the north. Where the boundaries are indicated by a street, the boundary shall be the centerline of that street. Where the boundaries are irregular, the study area boundary shown on the City's official zoning map as the Downtown Commercial Zone.

Agenda 4-28-20
New Business #2

EXHIBIT C

FEES NOT WAIVED:

Contract and binding site plan
Land clearing permits
Model homes
Subdivisions
Planned residential development
Rezone application
Shoreline permits (includes variances, conditional uses, substantial development; environmental consultant)
Special use permit
Variance
Conditional use permit
Fire flow test
Street right-of-way vacation fees
Special flood hazard area development permit

Any State fees on permits
Capital improvement fees
Consultant charges
Fire District fees
Reimbursement agreement fees
Transportation concurrency fees
Water service connection fees
Sewer connection fees
Water, sanitary sewer and storm sewer frontage fees
Park Plan, Transportation Plan, and School impact fees
SEPA concurrency fees

App No	App Date	App Type	Site Address	Applicant	Building Fee	Planning Fee	Engineering	Tech Fee	Total
	2015								
2211	6/10/2015	Comm T/I	114 N Lewis St	Canh Pham	$196.00			$9.80	$205.80
2280	7/1/2015	ROWD	405 Butler St	Monroe Shopping Center			$507.69		$507.69
2395	9/2/2015	Comm. Demo	202 N Lewis St	Legacy Trucking	$196.00			$9.80	$205.80
2392	8/28/2015	Comm T/I	200 W Main St	Jody Arnold	$540.00			$25.05	$565.05
2393	8/28/2015	Change of Use	200 W Main St	Jody Arnold	$100.00			$5.00	$105.00
2390	8/24/2015	Comm Plumbing	110 N Lewis St	Wesley Brian Davidson	$82.50			$2.50	$85.00
2431	9/4/2015	Comm T/I	206 E Main St	DFG Ventures	$171.50			$8.58	$180.08
2410	9/3/2015	Change of Use	440 E Main St	Luis Rodriguez	$100.00			$5.00	$105.00
2406	9/3/2015	ROWD	111 S Ferry St	Ed Hurst			$753.00	$37.65	$790.65
2454	9/21/2015	Comm Mech	107 W Main St	Sandra Adkins	$100.00			$4.00	$104.00
2444	9/21/2015	Change of Use	202 N Lewis St	Legacy Trucking	$200.00			$10.00	$210.00
2445	9/21/2015	Comm T/I	202 N Lewis St	Legacy Trucking	$787.50			$39.38	$826.88
2457	9/24/2015	Comm T/I	202 N Lewis St	Legacy Trucking	$1,382.50			$69.13	$1,451.63
2387	8/24/2015	ROWD	214 E Main St	Elite Commercial Cont.			$203.40	$10.17	$213.57
2324	7/23/2015	Comm Mech/Plumb	114 N Lewis St	Big Daddy John's LLC	$284.25			$6.25	$290.50
2447	9/16/2015	Change of Use	114 N Lewis St	Monroe Homebrewing	$100.00			$5.00	$105.00
2493	10/13/2015	Change of Use	216 N Blakeley St	Richard Oliver	$100.00			$5.00	$105.00
2494	10/13/2015	Comm T/I	216 N Blakeley St	Richard Oliver	$686.00			$34.30	$720.30
2485	10/9/2015	Comm Plumbing	202 N Lewis St	Legacy Trucking	$297.00			$9.00	$306.00
2516	10/23/2015	Comm Plumbing	107 W Main St	Woods Creek Plumbing	$189.75			$5.75	$195.50
2403	10/23/2015	Sign	440 E Main St	Luis Rodriguez	$43.00			$2.19	$45.19
2556	11/12/2015	Comm Re-Roof	201 W Main St	Cobra BEC Inc	$520.00			$26.00	$546.00
2572	11/12/2015	ROWD	215 N Blakely St	PSE/InfraSource			$479.65	$23.98	$503.63
2633	12/16/2015	Change of Use	115 E Main St	Jose Perez Padilla	$200.00			$10.00	$210.00
2634	12/16/2015	Comm Mechanical	115 E Main St	Jose Perez Padilla	$112.50			$4.50	$117.00
	2016								
2675	1/8/2016	Comm Re-Roof	307 N Madison St	Emanuel Popa	$438.40			$21.92	$460.32
2745	2/5/2016	Comm Plumbing	202 N Lewis St	Stephanie Tarasov	$82.50			$2.50	$85.00
2747	2/5/2016	Comm Mechanical	261 E Fremont St	Deborah Berger	$68.75			$2.75	$71.50
2764	2/23/2016	T/I & Plumbing	203 N Lewis St	Susan Whitfield	$295.50			$11.85	$307.35
	3/22/2016	Comm Demo	365 Butler Ave	DFG Ventures	$147.00			$7.35	$154.35
3113	6/24/2016	Comm T/I	114 W Main St	Doug Godell	$171.50			$8.58	$180.08
3249	8/2/2016	Change of Use	216 N Blakeley St	Richard Oliver	$100.00			$5.00	$105.00
3250	8/2/2016	T/I, plumb/mech	216 N Blakeley St	Richard Oliver	$939.00			$42.35	$981.35
	9/2/2016	plumb/mech	103 W Main St	Sharina McCrain	$167.75			$5.75	$173.50
	9/27/2016	Change of Use	450 Railroad Ave	GSR Rentals	$200.00			$10.00	$210.00
	9/27/2016	Comm Plumbing	450 Railroad Ave	GSR Rentals	$99.00			$3.00	$102.00
3465	10/11/2016	Comm Re-Roof	307 E Fremont St	All Ways Construction	$441.00			$22.05	$173.50
3539	11/1/2016	Racking	450 Railroad Ave	GSR Rentals	$43.75			$2.19	$45.94
3587	12/19/2016	Comm T/I	225 S Lewis St	Monroe Christadelphian	$367.50			$18.38	$385.88
3589	12/19/2016	Change of Use	225 S Lewis St	Monroe Christadelphian	$200.00			$10.00	$210.00
3636	12/22/2016	Comm Plumbing	200 E Fremont St	Monroe School District	$105.00			$5.25	$110.25

	2017								
3709	1/23/2017	Mechanical	225 S Lewis St	Black Lion Heating	$40.00			$2.00	$42.00
3922	4/17/2017	Comm Plumbing	100 E Main St Ste 7/9	Ray Ellis	$66.00			$2.00	$68.00
3943	4/27/2017	ROWD	125 E Main St	Magnum Crane Services			$936.00	$46.80	$982.80
3970	5/2/2017	Comm T/I	320 N Lewis St	McMillan Adventures	$2,098.81			$102.21	$2,201.02
3971	5/2/2017	Comm T/I	117 S Ann St	Sprint	$220.50			$11.03	$231.53
3972	5/5/2017	Comm Re-Roof	120 E Fremont St	Pacific Rainier Roofing	$1,522.00			$76.10	$1,598.10
3973	5/5/2017	ROWD	120 E Fremont St	Pacific Rainier Roofing			$936.00	$46.80	$982.80
	7/7/2017	Sign	207-211 E Main St	Monroe Historical Society	$122.50			$6.13	$128.63
	7/14/2017	ROWD	200 E Fremont St	Monroe School District			$936.00	$46.80	$982.80
4220	8/4/2017	ROWD	126 W Main St	Sam Rule			$379.00	$18.95	$397.95
4237	8/1/2017	Comm T/I	116 E Main St	The Amarillo BBQ	$2,308.50			$115.42	$2,423.92
	8/31/2017	Comm T/I	214 E Main St	Key Bank	$1,960.00			$98.00	$2,058.00
4324	9/5/2017	Sign	500 E Main St	Amsberry Painting	$126.50			$4.03	$130.53
4315	9/8/2017	Comm T/I	214 E Main St	Key Bank	$1,960.00			$98.00	$2,058.00
4285	9/15/2017	Res Garage	140 N Blakeley St	Jennifer Loo	$686.00			$34.30	$720.30
4357	9/21/2017	ROWD	116 E Main St	The Amarillo BBQ			$379.00	$18.95	$397.95
4376	9/22/2017	Sign	103 W Main St	Sharinabean's	$318.50			$15.93	$334.43
4371	9/20/2017	Sign	116 E Main St	The Amarillo BBQ	$294.00			$14.70	$308.70
4022	10/6/2017	ROWD	217 E Stretch St	Comcast	$1,585.00			$79.25	$1,664.25
	10/18/2017	Comm Mechanical	148 Woods St	Deborah Berger	$102.50			$4.75	$107.25
4403	11/1/2017	Comm T/I	207 N Lewis St	Bliss Hot Yoga	$1,705.00			$85.25	$1,790.25
4421	11/3/2017	Sign	214 E Main St	Key Bank	$343.00			$17.15	$360.15
4451	11/3/2017	SFR Demo	134 S Ferry Ave	Popa Builders Inc	$100.00			$5.00	$105.00
4512	11/29/2017	ROWD	103 W Main St	Sharinabean's			$379.00	$18.95	$397.95
	11/17/2017	Sign	320N Lewis St	Adventure Motorsports	$563.50			$28.18	$591.68
	2018								
4559	1/4/2018	Comm T/I	119 E Main St	5 Lines Pottery	$213.50			$8.68	$222.18
4593	1/22/2018	Comm Mech	207 N Lewis St	Bliss Hot Yoga	$212.50			$8.50	$221.00
4594	1/22/2018	Comm Plumbing	207 N Lewis St	Bliss Hot Yoga	$450.45			$21.45	$471.90
4890	4/30/2018	Sign	209 E Main St	NW Sport Taekwondo	$122.50			$6.13	$128.63
4842	5/4/2018	Sign	202 W Main St	Vintage & Rust	$43.75			$2.19	$45.94
4994	6/12/2018	ROWD	110 N Blakeley St	Waeco Const			$936.00	$46.80	$982.80
4822	6/27/2018	Eng. Review	200 E Main St	Seven Eleven (7-11)			$1,450.30	$72.52	$1,522.82
5015	7/3/2018	Comm T/I	102 E Main St Ste 2	Lewis, Butler & Main LLC	$96.25			$4.81	$101.06
5052	7/10/2018	Comm T/I	121 S Lewis St	Armageddon Arms	$147.00			$7.35	$154.35
5081	7/11/2018	Comm Mechanical	261 E Fremont St	Deborah Berger	$56.25			$2.25	$58.50
5103	7/23/2018	Comm T/I	121 S Lewis St	Armageddon Arms	$392.00			$19.60	$411.60
5235	9/6/2018	Comm Plumbing	102 E Main St Ste 2	Gunderson Plumbing	$264.00			$8.00	$272.00
5254	9/13/2018	Sign	114 N Lewis St	Song River	$59.50			$2.98	$62.48
5270	10/5/2018	Comm T/I	101 W Main St	Adam's Bistro	$588.00			$29.40	$617.40
5389		Comm T/I	102 E Main St Ste 4	Fahrenhiet Salon	$514.50			$25.73	$540.23
5392		Sign	102 E Main St Ste 4	Fahrenhiet Salon	$43.75			$2.19	$45.94
5436		Comm Plumbing	121 S Lewis St	CJ's Plumbing	$165.00			$8.25	$173.25

5458	12/17/2018	Comm T/I	102 E Main St	Denise Hie	$318.50			$15.93	$334.43
	2019								
5515	1/15/2019	ROWD	120 W Main St	Pacific Bike & Ski			$379.00	$18.95	$397.95
5517	1/16/2019	Comm Mech	405 Butler Dr	Grocery Outlet	$150.00			$7.50	$157.50
5562	1/22/2019	Sign	249 E Main St	Cascade Hearing Aid Center	$147.00			$7.35	$154.35
5563	1/22/2019	Sign	249 E Main St	Saigon Kitchen	$147.00			$7.35	$154.35
5573	1/29/2019	Sign	101 W Main St	Madison Grand Café	$441.00			$22.05	$463.05
5583		Sign	102 E Main St	Denise Hie	$117.25			$5.86	$123.11
5601	2/21/2019	Comm Plumbing	101 E Main St	Antojitos La Poblanita	$132.00			$6.60	$138.60
5662	3/21/2019	T/I	120 W Main St	Pacific Bike & Ski	$96.25			$4.81	$101.06
2019-2020									
App #	**Date issued**	**Project type**	**Site Address**	**Project name**	**Building Fees**	**Planning**	**Engineering**	**Tech fee**	**Total fees waived**
5556	6/4/2019	New Comm Bldg - A	147 S Ann St	River's Edge	$30,625.00			$1,531.25	$32,156.25
5557	6/4/2019	New Comm Bldg - B	147 S Ann St	River's Edge	$22,078.00			$1,103.90	$23,181.90
5558	6/4/2010	New Comm Bldg - C	147 S Ann St	River's Edge	$30,625.00			$1,531.25	$32,156.25
5559	6/4/2019	New Comm Bldg - D	147 S Ann St	River's Edge	$30,625.00			$1,531.25	$32,156.25
5560	6/4/2019	New Comm Bldg - E	147 S Ann St	River's Edge	$30,625.00			$1,531.25	$32,156.25
5556	6/4/2019	Engineering review - water/sewer/storm /street	147 S Ann St	River's Edge			$15,395.50	$769.78	$16,165.28
5556	6/4/2019	Grading	147 S Ann St	River's Edge			$5,225.00	$261.25	$5,486.25
5902	6/13/2019	ROWD	147 S Ann St	River's Edge			$3,288.00	$164.40	$3,452.40
5952	6/7/2019	Comm Plumbing	500 E Fremont Bldg B	River's Edge	$2,706.00			$135.30	$2,841.30
5973	7/17/2019	Comm Plumbing	500 E Fremont Bldg A	River's Edge	$4,372.50			$218.63	$4,591.13
5974	7/17/2019	Comm Plumbing	500 E Fremont Bldg C	River's Edge	$4,372.50			$218.63	$4,591.13
5975	7/17/2019	Comm Plumbing	500 E Fremont Bldg D	River's Edge	$4,372.50			$218.63	$4,591.13
5976	7/17/2019	Comm Plumbing	500 E Fremont Bldg E	River's Edge	$4,372.50			$218.63	$4,591.13
5541	7/24/2019	Comm Bldg	143 Charles St	Emanual Popa	$8,482.75		$75.00	$424.14	$8,981.89
6012	8/14/2019	Comm Plumbing	125 E Main St	Salish Sea Properties	$132.00			$6.60	$138.60
6269	11/4/2019	Comm Plumbing	143 Charles St	Emanual Popa	$1,006.50			$30.50	$1,037.00
6392	1/21/2020	Sign	404 Railroad Ave	Riverstone Apartments	$101.50			$5.08	$106.58
6351	12/5/2019	Comm Mechanical	500 E Fremont Bldg A	River's Edge	$1,575.00			$78.75	$1,653.75
6352	12/5/2019	Comm Mechanical	500 E Fremont Bldg B	River's Edge	$1,018.75			$50.94	$1,069.69
6353	12/5/2019	Comm Mechanical	500 E Fremont Bldg C	River's Edge	$1,575.00			$78.75	$1,653.75
6354	12/5/2019	Comm Mechanical	500 E Fremont Bldg D	River's Edge	$1,575.00			$78.75	$1,653.75
6355	12/5/2019	Comm Mechanical	500 E Fremont Bldg E	River's Edge	$1,575.00			$78.75	$1,653.75
6391	12/31/2019	ROWD	140 Charles St	PSE			$479.65	$23.98	$503.63
6431	1/23/2020	ROWD	143 Charles St	Comcast			$379.00	$18.95	$397.95
6468	2/3/2020	Comm Plumbing	143 Charles St	Emanual Popa	$1,056.00			$52.80	$1,108.80
6473	2/4/2020	Comm Mechanical	143 Charles St	Emanual Popa	$381.25			$19.06	$400.31
6522	2/21/2020	Comm TI	114 W Main St	Las Tres Marias	$147.00			$7.35	$154.35

6455	1/23/2020	Engineer review	143 Charles St	Emanual Popa			$1,638.95	$81.95	$1,720.90
6474	2/3/2020	ROWD	142 Charles St	Emanual Popa			$714.90	$35.75	$750.65
6522	2/26/2020	Comm TI	114 W Main St	Las Tres Marias	$147.00			$7.35	$154.35
6497	2/27/2020	Comm TI	125 S Lewis St	Monroe Masonic Temple	$1,296.75			$64.84	$1,361.59
6508	3/15/2020	garden shed	500 E Fremont St	River's Edge	$441.00			$22.05	$463.05
6624	3/19/2020	Comm Mech	112 W Main St	Elma Smith/GS Heating	$68.75			$3.44	$72.19
6641	3/31/2020	Comm Mech	112 W Main St	Elma Smith/GS Heating	$100.00			$5.00	$105.00
									$0.00
				TOTALS:	**$216,748.66**	**0**	**$35,850.04**	**$12,525.79**	**$264,834.94**

MONROE CITY COUNCIL

Agenda Bill No. 20-062

SUBJECT:	***2020 Park Capital Bond Election Ordinance – First and Final Reading***

DATE:	**DEPT:**	**CONTACT:**	**PRESENTER:**	**ITEM:**
04/28/2020	Parks/Finance	Mike Farrell/ Becky Hasart	Becky Hasart	New Business #3

Discussion: 02/04/2020, 02/11/2020, 04/28/2020
01/21/2020 Finance/HR Committee

Attachments:

1. Description/Background from February 11, 2020 Agenda Bill 20-027
2. Precinct Report from 11/05/2019 Election with notes
3. 2020 Elections Timeline (Snohomish County Elections)
4. Monroe Recommended Projects List 2020
5. Debt Service Amortization Schedule (DA Davidson)
6. Park Bond measure impacts spreadsheet
7. Q&A from 01/21/2020 FHR Committee
8. Ordinance No. ____ providing for the submission to the voters of the City at a special election to be held on August 4, 2020, of a proposition authorizing the City to issue its general obligation bonds for the purpose of financing park and recreation acquisitions and improvements, in the principal amount of not to exceed $8,155,000, payable by annual property tax levies to be made in excess of regular property tax levies, and to levy those excess property taxes.
9. Letter to Snohomish County Elections withdrawing the April bond measure

REQUESTED ACTION:

A. Move to discontinue pursuit of a park bond levy and have staff develop alternative funding scenarios to complete the Lake Tye All-Weather Fields project and to complete the purchase of the North Hill park property to be discussed as part of the comprehensive 2020 Budget Amendment.

OR

B. Move to waive Council Rules of Procedure requiring two readings of ordinances.

C. Move to adopt Ordinance No. ___ - An Ordinance of the City of Monroe, Washington, providing for the submission to the voters of the City at a special election to be held on August 4, 2020, of a proposition authorizing the City to issue its general obligation bonds for the purpose of financing park and recreation acquisitions and improvements, in the principal amount of not to exceed $8,155,000, payable by annual property tax levies to be made in excess of regular property tax levies, and to levy those excess property taxes.

OR

D. Move to hold the election on November 3, 2020 and bring back the ordinance for review in July, 2020.

POLICY CONSIDERATIONS

RCW 35A.40.090 allows cities to contract for indebtedness. Cities may also request, through a supermajority vote (60% passage), to tax real and personal property within its jurisdiction above current taxing levels to pay for indebtedness associated with park's capital projects per the Washington State constitution. The City of Monroe's Debt Policy also allows the City to request an excess tax levy for a capital projects bond measure.

Unlike a Parks District that would utilize a resolution, the City of Monroe must pass an ordinance to place a measure on a ballot for voter consideration. To qualify for the August 4, 2020 special election, the City's ordinance would need to be remitted to the County no later than May 8, 2020. Our next scheduled business meeting is May 12, 2020, after the deadline.

Due to COVID-19, prior City Council meetings have been cancelled and only items that are necessary and routine may be forwarded for consideration. Due to the timelines involved should the Council wish to proceed with the vote, adoption of this ordinance does now meet the necessary and routine criteria for consideration.

DESCRIPTION/BACKGROUND

Staff is recommending that we do not pursue a Parks Capital Bond during 2020 due to COVID-19 concerns (motion A).

RCW 35A.40.090 and the City's Debt Policy allows the City to requests its own park capital bond measure. At the February 11, 2020 meeting, Council discussed and then adopted an ordinance placing a ballot measure on the April 28, 2020 special election.

Due to subsequent events involving COVID-19, the Governor's Stay Home/Stay Safe order, and the ongoing potential disruption which may affect our residents and businesses, the Mayor felt that it would be prudent to withdraw our park bond request from the April 28, 2020 election (Attachment 9).

The next scheduled special election would be the August 4, 2020 primary. Should Council wish to pursue a parks capital bond at that time, the attached ordinance would need to be adopted this evening as first and final reading in order to be forwarded to the County within the prescribed County deadlines (the County must receive our enacting ordinance by May 8, 2020 – see Attachment 3). All current estimates for bond costs and impacts to our homeowners are the same as outlined on the excerpt from the February 11, 2020 agenda bill (Attachment 1).

While the Governor's Stay Home/Stay Safe order is set to expire on May 4, 2020, it is anticipated that portions of the order will be extended. Even if the order is lifted on that date, it may still take some time before the local economy begins to normalize. Based on the uncertainty surrounding both the timing and extent of any economic recovery, staff is recommending that we do not pursue a parks capital bond measure during 2020.

For the two high priority strategic capital projects, Lake Tye All Weather Fields and purchase of the land for a North Hill area park, staff is working to identify alternative means by which to fund these two projects in 2020. It is anticipated that staff will be able to offer viable funding options as part of the comprehensive 2020 Budged Amendment to be discussed during May 2020.

IMPACT – BUDGET

There is no cost associated with foregoing a bond levy during 2020.

Cost of a special election in August 2020 or November 2020 can vary depending on how many jurisdictions are running ballot measures. Because the August election is a state primary and the November election is the general election, the bulk of the election costs would be borne by the state.

Potential election costs can range from $15,000 to $50,000.

Bond counsel and bond underwriting services would only attach if the bond measure is approved by voters and we issue the bonds. These costs would be incorporated into the bond issue and paid from bond proceeds.

An additional $6,000 would be spent on Strategies360 to assist with the educational efforts associated with a bond measure if Council chooses to move ahead with a vote. This item was approved on February 11, 2020.

TIME CONSTRAINTS

There is no time constraint if Council chooses to forego a capital bond election. Funding options will be presented as part of the 2020 Budget Amendment discussion.

In order to qualify for the August 4, 2020 special election, the City must present an approved ordinance to the County no later than May 8, 2020.

ALTERNATIVES TO REQUESTED ACTION

- Do not move forward with a Park Capital Bond request and delay associated projects into future years.
- Move forward with a Park Bond levy request on the August 4, 2020 scheduled election.
- Delay the vote until November 3, 2020.

Excerpt from Agenda Bill 20-027 from 02/11/2020
Attachment 1

DESCRIPTION/BACKGROUND

RCW 35A.40.090 and the City's Debt Policy allows the City to requests its own park capital bond measure. Based on the returns from the November 5, 2019 election, it is recommended that the City place a bond measure request on the April 28, 2020 special election.

During 2019, the City assisted the East County Parks and Recreation District with a bond/excess levy request to help fund capital parks projects located within the District. Because the City is part of this District, the excess levy request included City of Monroe priority capital parks projects.

The Washington State constitution requires that excess tax levies (bond request) used to pay for capital projects must pass by a minimum of 60% (sixty percent). As illustrated in Attachment 1, the bond measure only passed by 56.79%, thus failed to meet the 60% threshold. However, within the City of Monroe precincts, the bond measure passed by 61.90%.

In order to be qualified for the April 28, 2020 special election, the City Council must adopt an ordinance (Attachment 8) related to the excess levy request and submit this ordinance to the county no later than February 28, 2020. This ordinance would include the wording as it will appear on the ballot and the purpose of the tax request. The purpose identifies that the bond would be used for Parks Capital projects, the life of the bond, and the potential tax impact to real property within the City.

Attachment 3 is the list of projects that the bond measure would fund. Staff has updated both the timing and the estimated costs associated with each project. Total authority being requested is $8.155 million. Bonds would be issued in two installments, to be timed with when the identified projects are ready for development. Bonds can be issued this fiscal year, with first payments due in 2021, once the election is certified.

Attachment 4 and 5 illustrate the conservative potential impacts to real property located within the City of Monroe based on issuing 30 year bonds. The first three years would only collect for the first issuance of bonds, currently estimated at $5.355 million. In fiscal year 2024, tax collection would include the entire bond amount (estimated at $8,155 million). Impacts per property are estimated to be approximately $0.15 per $1,000 of assessed valuation the first year and would decrease steadily each year as new construction values continue to be added to the City of Monroe's overall assessment. The following table highlights specific year's impacts based on a $8.155 million 30 year bond issued in two installments (2020 & 2023 issue years):

Year	Rate per $1,000	Annual impact on $300,000 home	Annual impact on $500,000 home	Annual impact on $600,000 home	Monthly impact on $500,000 home
2021	$0.14669	$44.01	$73.34	$88.01	$6.11
2024	$0.13413	$40.24	$67.07	$80.48	$5.59
2053	$0.05700	$17.10	$28.50	$34.20	$2.38

The East County Parks and Recreation Board (ECPRD) bond request had an estimated impact of $0.16 per $1,000 in the first year and a $0.26 per $1,000 at its highest point. Again, the proposed City of Monroe Parks Capital bond would have an estimated $0.15 per $1,000 impact in the first year and would steadily decrease in the remaining years (Attachment 4).

In order to be successful, the City of Monroe voters would need to approve this measure by 60% (sixty percent). To validate, we would have to have a minimum voter turnout of 1,480. Per

Excerpt from Agenda Bill 20-027 from 02/11/2020
Attachment 1

Attachment 1, we had 3,444 Monroe voters participate in the ECPRD election out of 3,699 total voters participating in all ballot measures in November 2019 (per Snohomish County elections).

As with the ECPRD bond measure in November, this item is considered an excess levy request. Thus, low income seniors and low income disabled property owners can request relief from this measure based on qualifying factors. To obtain additional information regarding this exemption, interested property owners can contact Snohomish County at 425-388-3540 or snohomishcountywa.gov/328/Property-Tax-Exemptions.

ATTACHMENT 2

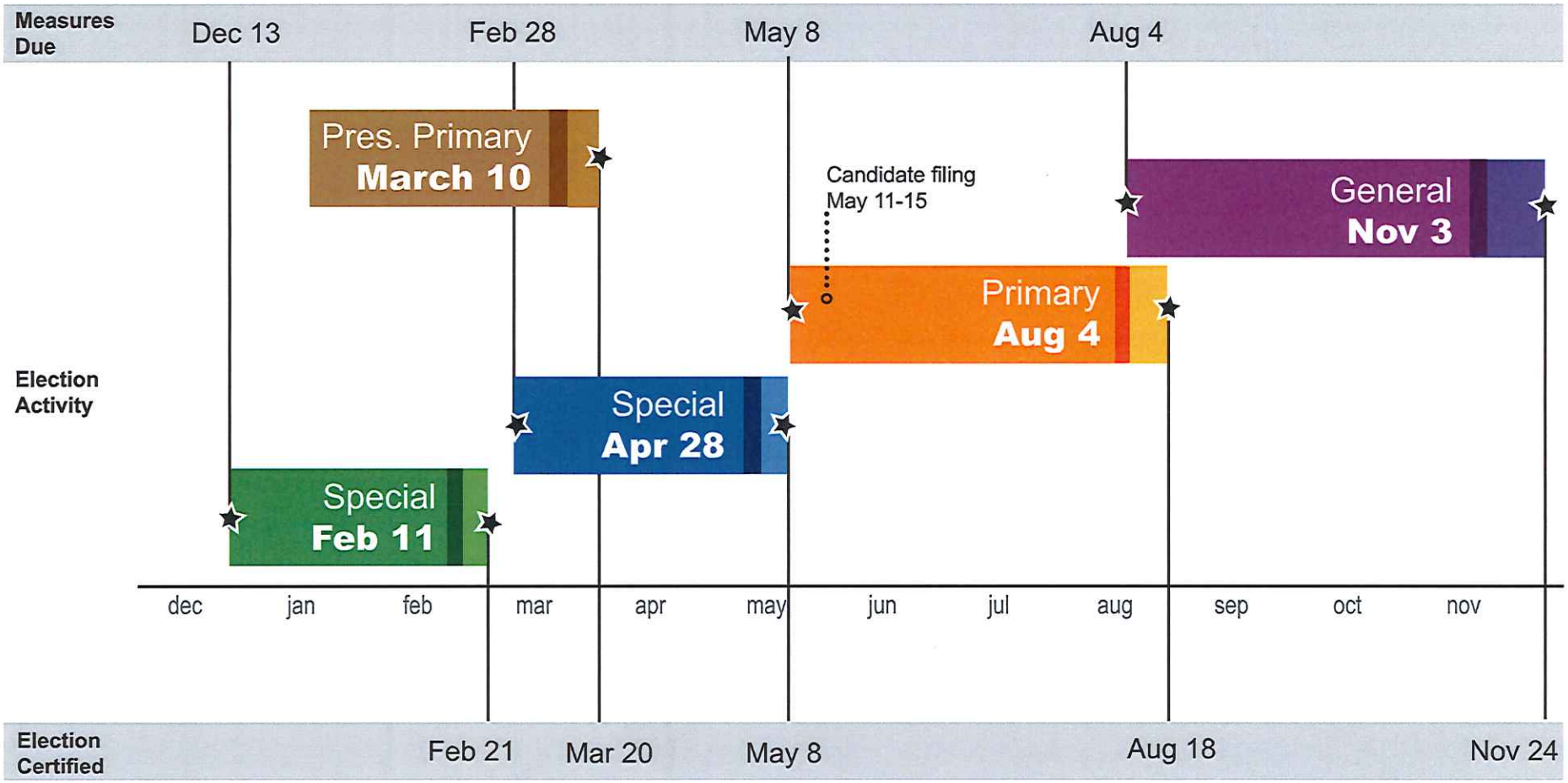
Precinct Report
Snohomish County, 2019 General, Nov 05, 2019
All Precincts, All Districts, All ScanStations, All Contests, All Boxes
Official Precinct Results
Total Ballots Cast: 204160, Registered Voters: 475926, Overall Turnout: 42.90%
781 precincts reported out of 784 total

ECPRD Prop. 1 Bonds (Vote for 1)

Precinct	Ballots Cast	Reg. Voters	Total Votes	Yes		No		Over Votes	Under Votes
Precinct BLUFF	313	632	306	185	60.46%	121	39.54%	0	7
Precinct BROCKLIN	329	689	311	148	47.59%	163	52.41%	0	18
Precinct CHAIN LAKE	442	900	429	248	57.81%	181	42.19%	0	13
Precinct CLEARVIEW	351	730	337	189	56.08%	148	43.92%	0	14
Precinct ECHO LAKE	396	810	375	187	49.87%	188	50.13%	0	21
Precinct FAIRVIEW	250	550	241	163	67.63%	78	32.37%	0	9
Precinct HIGH BRIDGE	429	850	404	204	50.50%	200	49.50%	0	25
Precinct HIGH ROCK	253	571	243	120	49.38%	123	50.62%	0	10
Precinct HIGHLAND	244	499	237	115	48.52%	122	51.48%	0	7
Precinct LOST LAKE	205	410	197	130	65.99%	67	34.01%	0	8
Precinct LUPINE	254	520	239	147	61.51%	92	38.49%	0	15
Precinct MALTBY	307	642	300	160	53.33%	140	46.67%	0	7
Precinct MONROE 1	344	842	338	214	63.31%	124	36.69%	0	6
Precinct MONROE 2	340	915	326	209	64.11%	117	35.89%	0	14
Precinct MONROE 3	251	841	241	139	57.68%	102	42.32%	0	10
Precinct MONROE 4	353	862	337	190	56.38%	147	43.62%	0	16
Precinct MONROE 5	372	884	359	226	62.95%	133	37.05%	0	13
Precinct MONROE 6	289	657	278	169	60.79%	109	39.21%	0	11
Precinct MONROE 7	318	716	300	162	54.00%	138	46.00%	0	18
Precinct MONROE 8	196	402	186	127	68.28%	59	31.72%	0	10
Precinct MONROE 9	435	993	418	278	66.51%	140	33.49%	0	17
Precinct MONROE 10	329	817	323	205	63.47%	118	36.53%	0	6
Precinct MONROE 11	102	229	99	54	54.55%	45	45.45%	0	3
Precinct MONROE 12	167	491	161	108	67.08%	53	32.92%	0	6
Precinct MONROE 13	81	245	78	51	65.38%	27	34.62%	0	3
Precinct OWEN	245	616	234	129	55.13%	105	44.87%	0	11
Precinct PARADISE	361	751	343	172	50.15%	171	49.85%	0	18
Precinct PARK PLACE	107	281	102	48	47.06%	54	52.94%	0	5
Precinct PIPELINE	295	632	289	149	51.56%	140	48.44%	0	6
Precinct POND	227	473	217	120	55.30%	97	44.70%	0	10
Precinct RICHLAND	128	286	123	65	52.85%	58	47.15%	0	5
Precinct SILER	183	384	178	98	55.06%	80	44.94%	0	5
Precinct SOFIE	157	363	151	90	59.60%	61	40.40%	0	6
Precinct TROMBLEY	252	593	238	130	54.62%	108	45.38%	0	14
Precinct TUALCO	278	563	266	140	52.63%	126	47.37%	0	12
Precinct TURNER	438	846	419	247	58.95%	172	41.05%	0	19
Precinct WAGNER	335	710	322	150	46.58%	172	53.42%	0	13
Precinct WELCH	344	690	329	167	50.76%	162	49.24%	0	15
Precinct WELLINGTON	8	22	8	6	75.00%	2	25.00%	0	0
Total	10708	23907	10282	5839	56.79%	4443	43.21%	0	426

2132 yes
3444 total > 61.90%

2020 Elections Timeline



Measures for special elections are due 60 days before an election day.
Measures for the primaries are due by the Friday before candidate filing.
Measures for general elections are due by the date of the primary.

Ballots are mailed 19 days before an election day.
Military and overseas ballots are mailed 30 days before special election days and 45 days before primary and general election days.

Special elections are certified 10 days after and election day.
Primaries are certified 14 days after an election day.
General elections are certified 21 days after an election day.

Snohomish County Elections
A Division of the Auditor's Office

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www.snoco.org/elections

Priority	Total Estimate	Dollars in-hand	Remaining Est. need	Shovel-ready (Y/N/WB)	2020-2022	2023-2025
1. Lake Tye Park athletic fields renovation	$3,500,000	$1,300,000	$2,300,000	Yes	$2,300,000	
2. Playground equipment renovations	$2,000,000		$2,000,000	Yes	$1,000,000	$1,000,000
3. North Hill Park acquisition, design/development	$3,200,000		$3,200,000	Will be	$1,400,000	$1,800,000
4. Chain Lake Rd. Trail development	$2,500,000	$1,845,000	$655,000	Yes	$655,000	
Total	**$11,200,000**	**$3,145,000**	**$8,155,000**		**$5,355,000**	**$2,800,000**

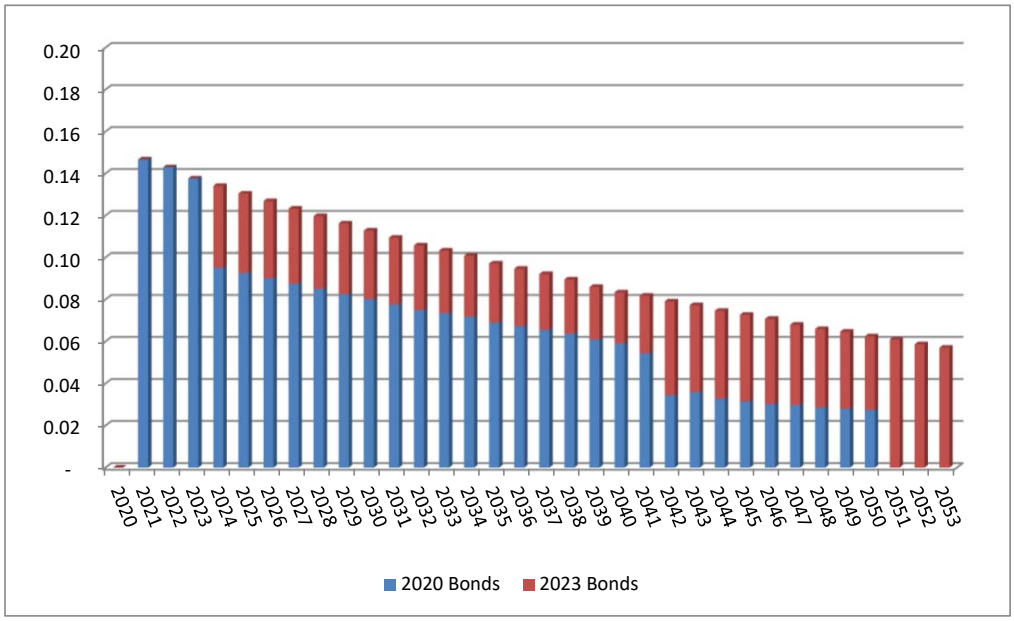
City of Monroe Recommended Projects List

- **Lake Tye Park** athletic fields renovation - $2,300,000. Convert un-lighted, poor-draining grass fields to all-weather, lighted, synthetic turf, multi-purpose athletic fields that increase capacity and improve the use experience.
- Replace and upgrade playground equipment at 8 remaining City parks - **Cedar Grove, Currie View, Hillcrest, Stanton Meadows, Wales Street, Rainier View, Blueberry, Park Meadows** - utilizing features and materials similar to recent upgrades to Lake Tye & Sky River Parks- $2,000,000
- **North Hill Park** acquisition, design & development - $3,200,000. Priority project from Parks 6-year CIP. Would become new city park serving North Hill area residents.
- Develop **Chain Lake Road Trail** (between Rainier View Park and Brown Road) - $655,000. Priority pedestrian project from 6-year TIP. Will extend existing southerly segment to connect new residential developments in north area of City to central commercial core services.

City of Monroe - $8.155 million, 2 sales, Rated AA, 3% AV growth, Level Debt Service

	AV*	2020 DS	2023 DS	Total DS	2020 Bonds	2023 Bonds	Total Rate
2020	2,875,260,978			-	-	-	**-**
2021	2,932,766,198	430,200.00		430,200.00	0.15	-	**0.15**
2022	3,020,749,183	432,000.00		432,000.00	0.14	-	**0.14**
2023	3,111,371,659	428,400.00		428,400.00	0.14	-	**0.14**
2024	3,204,712,809	304,600.00	125,250	429,850.00	0.10	0.04	**0.13**
2025	3,300,854,193	305,400.00	125,250	430,650.00	0.09	0.04	**0.13**
2026	3,399,879,819	306,000.00	125,250	431,250.00	0.09	0.04	**0.13**
2027	3,501,876,213	306,400.00	125,250	431,650.00	0.09	0.04	**0.12**
2028	3,606,932,500	306,600.00	125,250	431,850.00	0.09	0.03	**0.12**
2029	3,715,140,475	306,600.00	125,250	431,850.00	0.08	0.03	**0.12**
2030	3,826,594,689	306,400.00	125,250	431,650.00	0.08	0.03	**0.11**
2031	3,941,392,530	306,000.00	125,250	431,250.00	0.08	0.03	**0.11**
2032	4,059,634,306	304,000.00	125,250	429,250.00	0.07	0.03	**0.11**
2033	4,181,423,335	306,750.00	125,250	432,000.00	0.07	0.03	**0.10**
2034	4,306,866,035	309,000.00	125,250	434,250.00	0.07	0.03	**0.10**
2035	4,436,072,016	305,750.00	125,250	431,000.00	0.07	0.03	**0.10**
2036	4,569,154,176	307,250.00	125,250	432,500.00	0.07	0.03	**0.09**
2037	4,706,228,802	308,250.00	125,250	433,500.00	0.07	0.03	**0.09**
2038	4,847,415,666	308,750.00	125,250	434,000.00	0.06	0.03	**0.09**
2039	4,992,838,136	303,750.00	125,250	429,000.00	0.06	0.03	**0.09**
2040	5,142,623,280	303,500.00	125,250	428,750.00	0.06	0.02	**0.08**
2041	5,296,901,978	287,750.00	145,250	433,000.00	0.05	0.03	**0.08**
2042	5,455,809,037	187,250.00	244,250	431,500.00	0.03	0.04	**0.08**
2043	5,619,483,309	201,250.00	233,250	434,500.00	0.04	0.04	**0.08**
2044	5,788,067,808	189,250.00	242,500	431,750.00	0.03	0.04	**0.07**
2045	5,961,709,842	187,500.00	246,000	433,500.00	0.03	0.04	**0.07**
2046	6,140,561,137	185,500.00	249,000	434,500.00	0.03	0.04	**0.07**
2047	6,324,777,971	188,250.00	241,500	429,750.00	0.03	0.04	**0.07**
2048	6,514,521,311	185,500.00	244,000	429,500.00	0.03	0.04	**0.07**
2049	6,709,956,950	187,500.00	246,000	433,500.00	0.03	0.04	**0.06**
2050	6,911,255,658	189,000.00	242,500	431,500.00	0.03	0.04	**0.06**
2051	7,118,593,328		433,750	433,750.00	-	0.06	**0.06**
2052	7,332,151,128		430,000	430,000.00	-	0.06	**0.06**
2053	7,552,115,662		430,500	430,500.00	-	0.06	**0.06**

3% AV Growth



$5,355,000 first year
$2,800,000 third year

	new AV	annual debt service	rate per thousand	Impact Per Year $ 250,000	$ 300,000	$ 450,000	$ 500,000	$ 600,000	$ 750,000	mo impact $500,000
2021	$ 2,932,766,198	$ 430,200	$ 0.1466875	$ 36.67	$ 44.01	$ 66.01	$ 73.34	$ 88.01	$ 110.02	$ 6.11
2022	$ 3,020,749,183	$ 432,000	$ 0.1430109	$ 35.75	$ 42.90	$ 64.35	$ 71.51	$ 85.81	$ 107.26	$ 5.96
2023	$ 3,111,371,659	$ 428,400	$ 0.1376885	$ 34.42	$ 41.31	$ 61.96	$ 68.84	$ 82.61	$ 103.27	$ 5.74
2024	$ 3,204,712,809	$ 429,850	$ 0.1341306	$ 33.53	$ 40.24	$ 60.36	$ 67.07	$ 80.48	$ 100.60	$ 5.59
2025	$ 3,300,854,193	$ 430,650	$ 0.1304662	$ 32.62	$ 39.14	$ 58.71	$ 65.23	$ 78.28	$ 97.85	$ 5.44
2026	$ 3,399,879,819	$ 431,250	$ 0.1268427	$ 31.71	$ 38.05	$ 57.08	$ 63.42	$ 76.11	$ 95.13	$ 5.29
2027	$ 3,501,876,213	$ 431,650	$ 0.1232625	$ 30.82	$ 36.98	$ 55.47	$ 61.63	$ 73.96	$ 92.45	$ 5.14
2028	$ 3,606,932,500	$ 431,850	$ 0.1197278	$ 29.93	$ 35.92	$ 53.88	$ 59.86	$ 71.84	$ 89.80	$ 4.99
2029	$ 3,715,140,475	$ 431,850	$ 0.1162406	$ 29.06	$ 34.87	$ 52.31	$ 58.12	$ 69.74	$ 87.18	$ 4.84
2030	$ 3,826,594,689	$ 431,650	$ 0.1128026	$ 28.20	$ 33.84	$ 50.76	$ 56.40	$ 67.68	$ 84.60	$ 4.70
2031	$ 3,941,392,530	$ 431,250	$ 0.1094156	$ 27.35	$ 32.82	$ 49.24	$ 54.71	$ 65.65	$ 82.06	$ 4.56
2032	$ 4,059,634,306	$ 429,250	$ 0.1057361	$ 26.43	$ 31.72	$ 47.58	$ 52.87	$ 63.44	$ 79.30	$ 4.41
2033	$ 4,181,423,335	$ 432,000	$ 0.1033141	$ 25.83	$ 30.99	$ 46.49	$ 51.66	$ 61.99	$ 77.49	$ 4.30
2034	$ 4,306,866,035	$ 434,250	$ 0.1008274	$ 25.21	$ 30.25	$ 45.37	$ 50.41	$ 60.50	$ 75.62	$ 4.20
2035	$ 4,436,072,016	$ 431,000	$ 0.0971580	$ 24.29	$ 29.15	$ 43.72	$ 48.58	$ 58.29	$ 72.87	$ 4.05
2036	$ 4,569,154,176	$ 432,500	$ 0.0946565	$ 23.66	$ 28.40	$ 42.60	$ 47.33	$ 56.79	$ 70.99	$ 3.94
2037	$ 4,706,228,802	$ 433,500	$ 0.0921120	$ 23.03	$ 27.63	$ 41.45	$ 46.06	$ 55.27	$ 69.08	$ 3.84
2038	$ 4,847,415,666	$ 434,000	$ 0.0895322	$ 22.38	$ 26.86	$ 40.29	$ 44.77	$ 53.72	$ 67.15	$ 3.73
2039	$ 4,992,838,136	$ 429,000	$ 0.0859231	$ 21.48	$ 25.78	$ 38.67	$ 42.96	$ 51.55	$ 64.44	$ 3.58
2040	$ 5,142,623,280	$ 428,750	$ 0.0833718	$ 20.84	$ 25.01	$ 37.52	$ 41.69	$ 50.02	$ 62.53	$ 3.47
2041	$ 5,296,901,978	$ 433,000	$ 0.0817459	$ 20.44	$ 24.52	$ 36.79	$ 40.87	$ 49.05	$ 61.31	$ 3.41
2042	$ 5,455,809,037	$ 431,500	$ 0.0790900	$ 19.77	$ 23.73	$ 35.59	$ 39.55	$ 47.45	$ 59.32	$ 3.30
2043	$ 5,619,483,309	$ 434,500	$ 0.0773203	$ 19.33	$ 23.20	$ 34.79	$ 38.66	$ 46.39	$ 57.99	$ 3.22
2044	$ 5,788,067,808	$ 431,750	$ 0.0745931	$ 18.65	$ 22.38	$ 33.57	$ 37.30	$ 44.76	$ 55.94	$ 3.11
2045	$ 5,961,709,842	$ 433,500	$ 0.0727140	$ 18.18	$ 21.81	$ 32.72	$ 36.36	$ 43.63	$ 54.54	$ 3.03
2046	$ 6,140,561,137	$ 434,500	$ 0.0707590	$ 17.69	$ 21.23	$ 31.84	$ 35.38	$ 42.46	$ 53.07	$ 2.95
2047	$ 6,324,777,971	$ 429,750	$ 0.0679470	$ 16.99	$ 20.38	$ 30.58	$ 33.97	$ 40.77	$ 50.96	$ 2.83
2048	$ 6,514,521,311	$ 429,500	$ 0.0659296	$ 16.48	$ 19.78	$ 29.67	$ 32.96	$ 39.56	$ 49.45	$ 2.75
2049	$ 6,709,956,950	$ 433,500	$ 0.0646055	$ 16.15	$ 19.38	$ 29.07	$ 32.30	$ 38.76	$ 48.45	$ 2.69

2050	$ 6,911,255,658	$ 431,500	$ 0.0624344	$ 15.61	$ 18.73	$ 28.10	$ 31.22	$ 37.46	$ 46.83	$ 2.60
2051	$ 7,118,593,328	$ 433,750	$ 0.0609320	$ 15.23	$ 18.28	$ 27.42	$ 30.47	$ 36.56	$ 45.70	$ 2.54
2052	$ 7,332,151,128	$ 430,000	$ 0.0586458	$ 14.66	$ 17.59	$ 26.39	$ 29.32	$ 35.19	$ 43.98	$ 2.44
2053	$ 7,552,115,662	$ 430,500	$ 0.0570039	$ 14.25	$ 17.10	$ 25.65	$ 28.50	$ 34.20	$ 42.75	$ 2.38
				$ 786.66	$ 943.99	$ 1,415.98	$ 1,573.31	$ 1,887.98	$ 2,359.97	

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MEMO

TO: Mayor Thomas, City Council, and City Administrator Deborah Knight

FROM: Becky Hasart, Finance Director

DATE: 02/04/2020

RE: Questions from January 21, 2020 Finance/HR Committee – Park Capital Bond request

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The following memo lists out the questions that were asked at the 01/21/2020 Finance/HR Committee associated with the Parks Capital Bond request.

As always, if you have any questions, please let me know. Thank you.

Q: In order to both pass and validate, what is the minimum number of votes needed?

A: Per Snohomish County election, the highest turnout for any ballot issue at the November 2019 general election was 3,699. In order for the Monroe bond request to validate, we would need a minimum turnout of 1,480 votes and a 60% passage rate of the votes that turn out. So for 1,480, we would need 888 yes votes.

Q: Has the City run a bond measure in the past during a special election?

A: Per the history supplied by Snohomish County elections, the City has only requested one bond measure since 2004, which was a Transportation Improvement Capital bond measure. This measure ran on the November 4, 2008 general election and failed with only a 56.55% passage rate. Total voter turnout was 5,346 votes.

The City did run the public safety sales and use tax measure on a special election date, August 6, 2013 (primary). While this measure only needed a 50% passage rate, it passed with 62.18% of the vote. Total turnout was 2,049 votes.

Q: Could the City wait to run this item on the November 2020 general election?

A: The City could chose to run this item at any eligible election. However, there are pros and cons to waiting until November 2020. The strongest pro for November would be voter turnout. The November 2020 general election is also the national presidential election, so voter turnout is anticipated to be large. The two strongest cons to waiting until November is 1) it is the general election and 2) the timing of the election since the November 2019 East County Parks and Recreation District

(ECPRD) vote. Regarding the first con, there tends to be a large number of issues on a general election ballot. Local bond issues tend to be listed towards the end of a ballot and our request could suffer from voter fatigue. Also, special elections don't include state wide initiatives while general elections can. Regarding the second con, running earlier in the year (April) presents a better opportunity to capitalize on the momentum created by the City of Monroe voters that supported the ECPRD measure. And the Park's Department has two projects, the purchase of a north hill park and the construction of the Lake Tye All Weather fields that are ready to be started and completed this fiscal year.

Q. What would the cost of an election be to run in April?

A. Election costs vary depending on how many jurisdictions have an issue on that special election. The average cost of a standalone election can be $50,000. If there are multiple items on a specific election date, costs are shared among the appropriate jurisdictions based on the number of each jurisdiction's registered voters. If there are multiple ballot issues, the costs for the City of Monroe can be as low as $20,000.

Q. If approved by the voters, does this tax have an expiration date?

A: Yes, tied to the bond maturity date. The intent is to request a 30 year bond. Taxes associated with this vote may only be used to pay the bond and would expire once all bonds are paid. Also, bond proceeds may only be used for the stated purposes in the vote, e.g. Parks Capital projects.

CITY OF MONROE
ORDINANCE NO. 004/2020

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE VOTERS OF THE CITY AT A SPECIAL ELECTION TO BE HELD ON AUGUST 4, 2020, OF A PROPOSITION AUTHORIZING THE CITY TO ISSUE ITS GENERAL OBLIGATION BONDS FOR THE PURPOSE OF FINANCING PARK AND RECREATION ACQUISITIONS AND IMPROVEMENTS, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,155,000, PAYABLE BY ANNUAL PROPERTY TAX LEVIES TO BE MADE IN EXCESS OF REGULAR PROPERTY TAX LEVIES, AND TO LEVY THOSE EXCESS PROPERTY TAXES

WHEREAS, the City Council of the City of Monroe, Washington (the "City"), has determined that it is in the best interest of the City to undertake park and recreation acquisitions and improvements (the "Projects") to be located within the City; and

WHEREAS, the City Council wishes to seek voter approval for the issuance and sale of not to exceed $8,155,000 of general obligation bonds of the City to pay the costs of the Projects and the costs of issuance of such bonds, to be repaid by an annual excess property tax levy; and

WHEREAS, the constitution and laws of the State of Washington provide that the question of whether or not the City may issue such bonds be submitted to the qualified electors of the City for their ratification or rejection at an election; and

WHEREAS, the City Council previously passed Ordinance No. _____ at its February 11, 2020 meeting providing for the City to submit to the voters at the April 28, 2020 special election of the proposition authorized in such ordinance in compliance with the Open Public Meetings Act; and

WHEREAS, in response to the COVID-19 outbreak, the City Council determined to postpone submitting this proposition to the voters of the City until the August 4, 2020 special election, in conjunction with the Primary election to be held on the same date; and

WHEREAS, the passage of this ordinance is part of the necessary and routine business of the City Council;

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

Section 1. **Projects**. The City Council finds that in order to provide park and recreation opportunities for its citizens, it is in the best interest of the City to undertake the following Projects:

- Lake Tye Park athletic fields renovation - convert unlighted, poor draining grass fields to all-weather, lighted, synthetic turf, multi-purpose athletic fields that increase capacity and improve the use experience.
- Replace and upgrade playground equipment at 8 remaining City parks – Cedar Grove, Currie View, Hillcrest, Stanton Meadows, Wales Street, Rainier View, Blueberry, Park Meadows – utilizing features and materials similar to recent upgrades to Lake Tye & Sky River Parks.
- North Hill Park acquisition, design & development to serve the North Hill area residents.
- Develop Chain Lake Road Trail (between Rainier View Park and Brown Road) – extend existing southerly segment to connect new residential developments in north area of City to central commercial core services.

The Projects shall include all necessary equipment, supplies, and appurtenances. The cost of all necessary architectural, engineering, legal and other consulting services, inspection and testing, administrative expenses, site acquisition or improvement, demolition, site utilities, related improvements and other costs incurred in connection with the Projects shall be deemed a part of the costs of such capital improvements.

The estimated cost of the Projects, including the costs of issuing and selling the bonds authorized by this ordinance, is declared to be approximately $11,200,000.

The City Council may modify the details of the foregoing Projects where necessary or advisable in the judgment of the City Council.

Section 2. Description of Proposed Bonds. The Bonds may be issued as a single issue, as a part of a combined issue with other authorized bonds, or in more than one series, as deemed advisable by the City Council and as permitted by law. The Bonds shall be fully registered bonds; shall bear interest payable as permitted by law; shall mature within 31 years from the date of issue, or within any shorter period fixed by the City Council; shall be paid by annual property tax levies sufficient in amount to pay both principal and interest when due, which annual property tax levies shall be made in excess of regular property tax levies without limitation as to rate or amount but only in amounts sufficient to meet such payments of principal and interest as they come due; and shall be issued and sold in such manner, at such times and in such amounts as shall be required for the purpose for which such Bonds are to be issued. The exact date, number of series, form, terms, option of prior redemption, price, interest rate or rates and maturities of the Bonds shall be hereafter fixed by ordinance of the City Council. Pending the issuance of the Bonds, the City may issue short-term obligations pursuant to chapter 39.50 RCW or such other obligations as are permitted by law to pay for the costs of the Projects. Such obligations and their costs may be paid or refunded with proceeds of the Bonds when issued.

Section 3. Proceeds of the Bonds. If available money from the proceeds of the Bonds is more than sufficient to pay the costs of the Projects, or if state or local circumstances require any alteration in the Projects, the City may acquire, construct,

equip and make other park and recreation related capital improvements, or retire and/or defease a portion of the Bonds, all as the City Council may determine and as permitted by law. If the proceeds of the sale of the Bonds and other available money are insufficient to make all of the capital improvements herein provided for, or if it has become impractical to accomplish the Projects or portions of the Projects, the City may use the proceeds of the Bonds and other available money for paying the costs of those portions of the Projects deemed by the City Council to be most necessary and in the best interest of the City.

Section 4. Calling of Election. The City Council requests that the Auditor of Snohomish County, Washington (the "Auditor") call and conduct a special election in the City, in the manner provided by law, to be held therein on August 4, 2020, in conjunction with the Primary election to be held on the same date, for the purpose of submitting to the voters of the City, for their approval or rejection, the question of whether or not general obligation bonds of the City shall be issued in the principal amount of not more than $8,155,000 (or such lesser maximum amount as may be legally issued under the laws governing the limitation of indebtedness), the proceeds of which shall be expended to pay the costs of the Projects, and annual excess property taxes shall be levied to pay and retire the Bonds.

If such proposition is approved by the requisite number of voters, the City shall be authorized to issue the Bonds in the manner described in this ordinance, to spend the proceeds thereof to pay the costs of the Projects, and to levy excess property taxes to pay and retire such Bonds. The proceeds of the Bonds shall be used for capital purposes only and not for the replacement of equipment.

Section 5. Ballot Proposition. The City Clerk is authorized and directed to certify, no later than May 8, 2020 to the Auditor, as *ex officio* supervisor of elections in the City, a copy of this ordinance and the proposition to be submitted at that election in the form of the following ballot title, as follows:

PROPOSITION NO. __

CITY OF MONROE
PARK AND RECREATION BONDS

> The City Council of the City of Monroe adopted Ordinance _____ concerning a proposition for financing park and recreation acquisitions and improvements. If approved, this proposition authorizes the City to issue bonds to finance or reimburse costs of renovating Lake Tye Park athletic fields, improve playground equipment at 8 parks, develop Chain Lake Road Trail and acquire and develop North Hill Park. It authorizes the issuance of not more than $8,155,000 of general obligation bonds maturing within 31 years, and authorizes the annual levy of excess property taxes to pay such bonds, as provided in Ordinance _____. Should this proposition be approved?

YES ..... ☐
NO ..... ☐

For purposes of receiving notice of any matters related to the ballot title, as provided in RCW 29A.36.080, the City Council hereby designates its bond counsel, Foster Garvey P.C. (Nancy Neraas, 206-447-6277, Nancy.neraas@foster.com), as the person to whom such notice shall be provided.

Section 6. Authorization of Local Voters' Pamphlet. The City Council authorizes the Finance Director to elect to prepare and distribute a local voters' pamphlet, including an explanatory statement and statements in favor of and in opposition to the ballot measure, if any. The preparation of explanatory statement, the appointment of pro/con committees and the preparation of statements in favor or and in opposition to the ballot title shall be in accordance with chapter 29A.32 RCW and the rules and guidelines of the Auditor, and the City authorizes the Finance Director to take such actions as may be necessary on behalf of the City to carry out the foregoing.

Section 7. General Authorization. The proper City officials are authorized to perform such duties as are necessary or required by law to the end that the question of whether or not Bonds shall be issued and excess taxes necessary to pay and retire the Bonds be levied, all as provided in this ordinance, shall be submitted to the voters of the City at the August 4, 2020 special election in conjunction with the Primary election to be held on the same date,.

Section 8. Intent to Reimburse. The City Council declares that to the extent that the City makes capital expenditures for the Projects, prior to the date the Bonds or other short-term obligations are issued to finance the Projects, those capital expenditures are intended to be reimbursed out of proceeds of the Bonds or other short-term obligations issued in an amount not to exceed the principal amount of the Bonds provided by this ordinance.

Section 9. Severability. If any provision of this ordinance is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be severable from the remaining provisions of this ordinance, and shall in no way affect the validity of the other provisions of this ordinance or of any other ordinance or resolution or of the Bonds.

Section 10. Publication and Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five days after publication.

Section 11. Ratification of Prior Acts. Any action taken consistent with the authority of this ordinance, after its passage but prior to the effective date, is ratified, approved, and confirmed.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, Washington, at an open public meeting thereof, this 28th day of April, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Bond Counsel

FG-53671323.2

CERTIFICATION

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

1. The attached copy of Ordinance No. _____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on April 28, 2020, as that ordinance appears on the minute book of the City.

2. That in accordance with Proclamation 20-28 made by the Governor of the State of Washington on March 24, 2020, (a) such meeting was not conducted in person, (b) one or more options were provided for the public to attend the such meeting remotely, including by telephone access, which mean(s) of access provided the ability for all persons attending the meeting remotely to hear each other at the same time, and (c) adoption of the Ordinance is necessary and routine action of the City Council; and

3. The Ordinance will be in full force and effect five days after publication of a summary of the Ordinance in the City's official newspaper, which publication date is _____, 2020.

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

Dated: April 28, 2020.

CITY OF MONROE, WASHINGTON

_____

City Clerk

MONROE
WASHINGTON

Snohomish County Elections
ATTN: Wendy Mauch
3000 Rockefeller Ave
Admin West Bldg 1st Floor
Everett, WA 98201

RE: City of Monroe Park Bond Measure Proposition #1 – April 28, 2020

Dear Wendy,

Thank you for your help today by phone when you spoke with Becky Hasart. Please accept this letter as the City's official request to withdraw our bond election item from the April 28, 2020 special election.

If you need additional information or have any questions regarding this matter, please feel free to contact Becky Hasart at 360-863-4518 or bhasart@monroewa.gov.

Sincerely,

Geoffrey Thomas
Mayor

City of Monroe
806 West Main Street, Monroe, WA 98272
Phone (360) 794-7400 Fax (360) 794-4007
www.monroewa.gov

MONROE CITY COUNCIL

Agenda Bill No. 20-063

SUBJECT:	***Authorize the Mayor to Sign a contract with Everett Gospel Mission for the facilitation of the Technical Advisory Committee (TAC).***

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/28/2020	Executive	Deborah Knight	Deborah Knight	New Business #4

Discussion: 1/19/2019; 11/19/2019, 2/18/2020, and 02/25/2020

Attachments:
1. Contract with Everett Gospel Mission
2. Resolution 002/2020 adopting HPAC recommendations

REQUESTED ACTION: Move to approve a contract with Everett Gospel Mission for the facilitation of the Technical Advisory Committee in an amount not to exceed $11,500, unless otherwise agreed to by both parties via the project change request procedure.

POLICY CONSIDERATION

The policy question for the city council is whether to award a professional services contract not to exceed the amount of $11,500 (Attachment 1) between City of Monroe ("Client") and the Everett Gospel Mission ("Contractor") and authorize the Mayor to sign the contract.

This contract fits the definition of being necessary to respond to the Covid19 outbreak and current public health emergency. This contract would provide essential human service delivery now and during the post Covid19 recovery phase.

Under Section 4.10, the City Council is required to approve contracts not included in the budget. While the $100,000 approved by Council to implement the HPAC recommendations is in the budget, the specific contract was not mentioned. In order to maintain transparency with the Council we need to have the Council approve this contract.

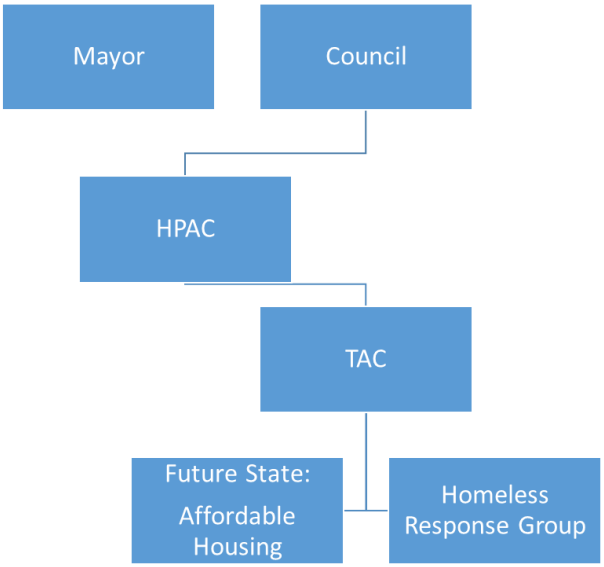
DESCRIPTION/BACKGROUND

The Homelessness Policy Advisory Committee (HPAC) is an ad hoc advisory body established by Resolution 001/2019 on January 22, 2019. The purposed of the HPAC was to provide a forum for the coordination of information among local citizens and stakeholders to seek thoughtful, effective, and lasting solutions to the city's homelessness crisis, and to facilitate assistance for unsheltered persons in the Monroe community. The committee was charged with providing non-binding advice and recommendations to the Mayor and City Council in the formulation, monitoring, implementation, and review of the city's homelessness programs and policies. Mayor Thomas appointed ten community members to serve on the committee.

The Council reviewed the Homelessness Policy Advisory Committee (HPAC) draft recommendations that were presented at the November 14, 2019 Open House on November 19, 2019. The 2020 Adopted Budget includes $100,000 to facilitate implementation of the HPAC recommendations, which were adopted by Resolution by the Council on February 25, 2020 (Attachment 2).

To begin the implementation phase, the City has formed a Technical Advisory Committee (TAC), a group of subject matter experts from organizations such as Catholic Community

Services, Cascade Community Church, Take The Next Step, St. Vincent De Paul Society, Monroe Library, Sultan VOA, Housing Hope, Everett Gospel Mission, the Sky Valley YMCA, Evergreen Health Social Services, and the Monroe Police Department. This group has been meeting monthly with the City and is tasked with providing guidance on how to implement HPAC's recommendations and to develop the appropriate Requests for Proposal to identify the service providers needed to fulfill the recommendations. The TAC will work as the subject matter experts alongside the HPAC, which will then make informed policy recommendations to the Council for their consideration and potential adoption.



In order to maintain focus and assist with achieving consensus among the TAC membership on how services should be provided, it is recommended that an outside, objective facilitator be engaged to work with the TAC and help the group reach a point of collaboration resulting in the issuance of the RFPs that will implement the HPAC recommendations. Having a facilitator assist the TAC would provide the most direct route from development and issuance of RFPs to the distribution of funds into programs that will assist our most vulnerable populations. Our community's need is currently increasing during COVID-19 thus expediting the assistance coming out of the HPAC recommendations would be welcomed.

FISCAL IMPACTS

The Council approved the HPAC recommendations with the earmarked amount of $100,000 in the 2020 budget. This engagement will be conducted on a time and materials basis and paid from this amount. The total value for services shall not exceed $11,500 unless otherwise agreed to by both parties via the project change request procedure.

TIME CONSTRAINTS

Program funding cannot be distributed until RFPs are issued and awarded.

The contract proposes that facilitation services shall commence on May 1, 2020 and shall continue through July 31, 2020. Progress is dependent on a bi-weekly 2-hour TAC meeting and alternating bi-weekly 1-hour Client: Contractor debrief/planning meetings. Delay in start will delay the completion date.

The goal is to produce the RFPs from the TAC by July 31, 2020 in order to issue them for service providers to respond. It is a critical step in implementing the HPAC recommendations adopted by Council.

ALTERNATIVES TO REQUESTED ACTION

- The City can continue to work with the TAC without facilitation.
- The City can look for someone to do this work at no charge. This search will delay the production of the RFPs.
- The Council can return the contract with feedback and any requested changes to be made and resubmitted.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 **TAC Facilitation Contract with Jody Beisner**	**WORK DESCRIPTION** 2 Facilitate TAC to Create their Mission, Vision and Values. Facilitate the TAC to create executable RFP(s). Work alongside EGM to leverage the Empowerment Dynamic to move TAC towards their desired outcome.
CONSULTANT 3 **Everett Gospel Mission**	**CONSULTANT CONTACT NAME, AND TELEPHONE NO.** 4 Jody Beisner (714)-624-3709
FEDERAL I.D. NO. 5 91-0780146	**BUDGET OR FUNDING SOURCE** 6 Funding source will be from the approved $100,000 in the 2020 budget to implement the HPAC recommendations.
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 **Deborah Knight** **806 West Main Street** **Monroe, WA. 98272** **(360) 794-7400**	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8 $11,500
COMPLETION DATE 9 July 31st 2020	10 ☐ Lump Sum ☐ Cost Plus a Fixed Fee ☒ Schedule Rate/Time and Materials ☐ Time and Materials/Not to Exceed

{JZL878879.DOC;7/13011.900000/ }

THIS AGREEMENT is entered into on April 28th , 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

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

days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:	CITY OF MONROE:
_____	_____
	Geoffrey Thomas, City Mayor
By:_____	
Title:_____	ATTEST/AUTHENTICATED:

{JZL878879.DOC;7/13011.900000/ }

Becky Hasart, Interim City Clerk

{JZL878879.DOC;7/13011.900000/ }

EXHIBIT A

SCOPE OF WORK

The services shall commence on May 1, 2020 and shall continue through 16 weeks ending on August 31' 2020. Progress is dependent on bi-weekly 2-hour Technical Advisory Committee meetings and alternating bi-weekly 1-hour Client : Contractor debrief and planning meetings.

Facilitation of the Technical Advisory Committee (TAC) to create executable Request for Proposals (RFP(S)) including: requirements, statements of work, contract deliverables and validation method for each deliverable, criteria to be used to select winning bidder.

Work alongside the EGM Consultant to leverage the Empowerment Dynamic to move TAC towards their collective desired outcome.

Plan and prep for kick off meeting	10hrs
Facilitate TAC to define their Mission.	10.5hrs
Facilitate TAC to define their Vision.	10.5hrs
Facilitate TAC to define their Values.	10.5hrs
Facilitate TAC to create and provide executable RFP for the top priority solution.	48.5hrs
Contingency.	10hrs
Total Hours	**100**

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EXHIBIT B

COMPLETION SCHEDULE

Plan and prep for kick off meeting 5/01//2020

TAC Kick off meeting 5/5/2020

Client : Consultant debrief and planning meeting TBD

TAC meeting 5/19/2020

Client : Consultant debrief and planning meeting TBD

TAC meeting 6/2/2020

Client : Consultant debriefing and planning meeting TBD

TAC meeting 6/16/2020

Client : Consultant debriefing and planning meeting TBD

TAC meeting 6/30/2020

Client : Consultant debriefing and planning meeting TBD

TAC meeting 7/14/2020

Client : Consultant debriefing and planning meeting TDB

TAC meeting 7/28/2020

Produce RFP ready to submit to Council 7/31/2020

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EXHIBIT C

FEE SCHEDULE

Consultant's hourly rate is $100 an hour not to exceed $10,000.

Consultant's out of pocket expenses not to exceed of $1,500 (15% x $10,000).

Total payable amount not to exceed $11,500

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EXHIBIT D

SUBCONSULTANT LIST

Not applicable

{JZL878879.DOC;7/13011.900000/ }

EXHIBIT E

MONROE CODE OF ETHICS

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

2.52.010 Purpose – Construction.

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

2.52.020 Definitions.

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

A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.

B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC 2.52.040.

C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

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

2.52.040 Board of ethics – Public officials.

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

A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the

confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

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

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

B. Specific Complaint Against a Public Official.

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

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

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

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

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

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

result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

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

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

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

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

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

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

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

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said

determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

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

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

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

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

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

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

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

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining

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agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

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

2.52.050 Miscellaneous provisions.

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

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

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

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

2.52.060 Appeal – Penalties for violation.

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

CITY OF MONROE
RESOLUTION NO. 002/2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, ADOPTING THE HOMELESSNESS POLICY ADVISORY COMMITTEE RECOMMENDATIONS

WHEREAS, homelessness is a national, state, regional, and local issue affecting all of Snohomish County, in both urban and rural areas, including the Skykomish Valley and the City of Monroe; and

WHEREAS, Mayor Geoffrey Thomas and the Monroe City Council adopted Resolution 001/2019 establishing a Homelessness Policy Advisory Committee (HPAC) in January 2019 to make non-binding recommendations on how the city should respond to issues relating to homelessness; and

WHEREAS, the Homelessness Policy Advisory Committee was formed with representation from community members, local businesses, faith based organizations, experts in mental health and drug dependency, local human service providers, and those who experienced homelessness; and

WHEREAS, the HPAC held approximately twenty meetings to understand the causes of homelessness; learn about best practices and service models from subject matter experts; and visit regional service facilities; and

WHEREAS, from these informative and educational experiences the HPAC developed recommendations in six focus areas: housing, partners, prevention, policy/budget, public safety, and support services; and

WHEREAS, in each of these categories the HPAC drafted recommendations to best express a balance of compassion and accountability and a desire to help people become able to choose a path out of homelessness; and

WHEREAS, the HPAC recognized, throughout the process to develop recommendations, that homelessness is a very complex issue that exists on a very broad spectrum and there is no one size fits all solution; and

WHEREAS, the HPAC held a public open house on November 14, 2019 to share draft recommendations and take public comment; and

WHEREAS, the HPAC amended its draft recommendations based on public comment and feedback from the city council; and

WHEREAS, on February 18, 2020 the city council discussed the HPAC draft recommendations, and the city council directed Mayor Thomas and city staff to bring the HPAC recommendation back to the city council for final adoption;

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

Section 1. Adoption of Homelessness Policy Advisory Committee Recommendations. The City Council hereby adopts the recommendations of the Homelessness Policy Advisory Committee as set forth in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 25 day of February, 2020.

Approved: February 25, 2020
Effective: February 25, 2020

CITY OF MONROE, WASHINGTON

(SEAL)

_____
Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
Elizabeth M. Adkisson, MMC, City Clerk

_____
J. Zachary Lell, City Attorney

Exhibit A

Housing

- Establish Temporary-Housing in a permanent facility to serve Monroe residents with adjacent secured parking for those living in vehicles and RVs for overnight stay
- Establish a Sky Valley Housing Consortium to establish short, long-term, and alternative housing
- Increase alternative housing that includes but is not limited to men, youth, LGBTQ, and families and pets

Partners

- Establish Service Provider Networks to provide services and housing 24/7 in Sky Valley
- Increase public transportation between Monroe & Everett
- Involve other public entities in a network to prevent and end homelessness in Sky Valley
- Create an education campaign that supports affordable housing, job training, and treatment options

Prevention

- Gather and analyze accurate data about homelessness in Monroe
- Create an education campaign about homelessness: causes, prevention strategies, and alternatives
- Promote social services networks focused on youth and families

Policy/Budget

- Lobby legislators at all levels to increase funding for addiction and mental health treatment, affordable housing, job training, and support services
- Identify and lobby for new law enforcement strategies focused on personal accountability
- Engage developers in building affordable and subsidized housing
- Implement HB 1406 Explore all revenue options for housing, mental health, and chemical dependency
- Continue HPAC as standing committee Monitor progress towards implementing HPAC recommendations. Review Technical Committee recommendations.
- Adopt and fund a Six-Year Plan to fulfill HPAC's recommendations

Public Safety

- Implement law enforcement strategies and regulations that increase personal accountability and adhere to civil and personal rights

- Gather and analyze accurate data about crime in Monroe
- Initiate a residential and business crime prevention program
- Continue to budget for the Embedded Social Worker/Community Outreach
- Use technology to increase public safety and protect infrastructure.
- Implement Community Court so treatment for addiction and mental health can be offered as an alternative to jail

Support Services

- Create a coordinated homeless response center.
- Create a system of services that responds to the homeless crisis 24/7
- Establish more accessible mental health and addiction services in Monroe
- Obtain supportive services to navigate people through resources
- Support agencies that serve and promote self-reliance among people in need

MONROE CITY COUNCIL

Agenda Bill No. 20-064

SUBJECT:	***Authorize the Mayor to Sign a contract with Rachel Adams for Project Management regarding implementation of the Homelessness Policy Advisory Committee recommendations.***

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/28/2020	Executive	Deborah Knight	Deborah Knight	New Business #5

Discussion: **1/19/2019; 11/19/2019; 2/18/2020 and 2/25/2020**

Attachments:
1. *Contract with Rachel Adams*
2. *Exhibit A – Scope of Work*
3. *Resolution 002/2020 adopting HPAC recommendations*

REQUESTED ACTION: *Authorize the Mayor to Sign a contract with Rachel Adams for Project Management regarding implementation of HPAC recommendations not to exceed $28,000 for the first term of the contract covering June 1, 2020 to December 31, 2020 and not to exceed $20,000 covering the second term of the contract covering January 1, 2021 to May 31st 2021.*

POLICY CONSIDERATION

The policy question for the city council is whether to award a professional services contract to Rachel Adams in an amount not to exceed $28,000 for the first term of the contract covering June 1, 2020 to December 31, 2020 and not to exceed $20,000 covering the second term of the contract covering January 1, 2021 to May 31, 2021 (Attachment 1).

This contract fits the definition of being necessary to respond to the Covid19 outbreak and current public health emergency. This contract would provide essential human service delivery now and during the post Covid19 recovery phase.

Under Section 4.10 of the City's Procurement Policy, the City Council is required to approve contracts not included in the budget. While $100,000 was budgeted by Council to implement the Homeless Policy Advisory Committee (HPAC) recommendations, this specific contract was not discussed at that time. In order to maintain transparency with the Council, this contract requires Council approval.

DESCRIPTION/BACKGROUND

The HPAC is an ad hoc advisory body established by Resolution 001/2019 on January 22, 2019. The purposed of the HPAC was to provide a forum for the coordination of information among local citizens and stakeholders to seek thoughtful, effective, and lasting solutions to the city's homelessness crisis, and to facilitate assistance for unsheltered persons in the Monroe community. The committee was charged with providing non-binding advice and recommendations to the Mayor and City Council in the formulation, monitoring, implementation, and review of the city's homelessness programs and policies. Mayor Thomas appointed ten community members to serve on the committee.

The Council reviewed the Homelessness Policy Advisory Committee (HPAC) draft recommendations that were presented at the November 14, 2019 Open House on November 19, 2019. The 2020 Adopted Budget includes $100,000 to facilitate implementation of the HPAC recommendations, which were adopted by Resolution by the Council on February 25, 2020 (Attachment 2).

In January of 2020, Rachel Adams came on board with the City as an unpaid intern for the agreed upon term of six months. During this time, Ms. Adams worked on site at the City on Tuesday and Thursday afternoons averaging eight to ten hours a week. Currently Ms. Adams is working from home and averaging four to seven hours a day.

The contract under consideration would be to engage Ms. Adams as an independent contractor to provide services as outlined in Exhibit A - Scope of Work (Attachment 2).

Ms. Adams served on the HPAC and during her internship, worked with City Administrator Deborah Knight on the Action Plan and the Implementation steps necessary to implement the HPAC recommendations. She stepped into the role and took on the work of completing the HPAC final report. Ms. Adams wrote the summary report that had originally been assigned to group facilitator Janice Corban. Ms. Adams then created the Gantt Map Chart to coordinate the dates of the action plan while also updating this chart monthly and providing written reports to update the Council and stakeholders on the progress of implementing the HPAC recommendations. These reports are also on the City website to inform the general public of what the City is doing to work towards solutions for homelessness and poverty.

Ms. Adams has coordinated meetings for Ms. Knight and herself to attend and present the HPAC Recommendations and Action Plan to key stake holders locally and with the County. She is also serving on the Technical Advisory Committee (TAC) team that have been assembled to write the Requests for Proposals.

During the current Covid19 crisis, Ms. Adams has been leading the TAC and other local service providers in a weekly crisis response zoom call. These calls have facilitated local service provider coordination with action steps that have been assigned and fulfilled. These calls have also led to the development of a community resource list that has been used by the City website, our County partners in Human Resources, and by 211. Ms. Adams has applied for and received a grant from the Snohomish County Community Foundation to aid with the City's response to those experiencing homelessness and poverty. Part of this grant includes reimbursement to the City for some of Ms. Adams work under this contract ($500).

Ms. Adams has also met with several currently homeless individuals to gain insights into how best to help them and has provided some extra case management and service provider coordination to assist these individuals during the current crisis and beyond.

By utilizing Ms. Adams' services, she can continue to provide a consistent oversight of the implementation of the HPAC recommendations work and she would provide a consistent, daily contact for this project.

IMPACT – BUDGET
The first term of the contract (June 2020 through December 2020) is a not to exceed $28,000. This amount is funded at $500 by the Snohomish County Community Foundation grant with the remaining coming from the $100,000 budgeted for the HPAC program.

If renewed, the second term of the contract (January 2021 through May 2021) is a not to exceed $20,000. This amount would be included as part of the 2021 Budget consideration and would only be spent upon renewal and budget approval.

TIME CONSTRAINTS
The first term of the contract with Ms. Adams is for June 1, 2020 – December 31, 2020. The second term, if renewed, covers January 1, 2021 – May 31, 2021. Contract renewal is based on performance review, budget approval, and the need for project management services to continue.

ALTERNATIVES TO REQUESTED ACTION
- The City can continue to work on implementation by assigning parts of Rachel Adams work and oversight to current city staff members.
- The City can look for someone to do this work at no charge.
- The Council can return the contract with feedback and any requested changes to be made and resubmitted.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 **Project Manager**	**WORK DESCRIPTION** 2 Project Manager for HPAC Implementation and Service Provider Coordination.
CONSULTANT 3 **Rachel Adams**	**CONSULTANT CONTACT NAME, AND TELEPHONE NO.** 4 Rachel Adams (425) 736-2581
FEDERAL I.D. NO. 5 ***-**-****	**BUDGET OR FUNDING SOURCE** 6 $100,000 earmarked for implementing HPAC Recommendations.
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 **Deborah Knight** **806 West Main Street** **Monroe WA 98272** **(360) 794-7400**	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8 $25 an hour or $4,000 a month for 7 months (June 1st 2020 – December 31st 2020). Not to exceed $28,000 Renewable Contract option based on performance review. $25 an hour or $4,000 a month for 6 months Not to exceed $20,000 (January 1st 2021 – May 31st 2021)
COMPLETION DATE 9 December 31st, 2020	10 ☐ Lump Sum ☐ Cost Plus a Fixed Fee ☐ Schedule Rate/Time and Materials ☒ Time/Not to Exceed

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THIS AGREEMENT is entered into on ___, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work

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

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

5. Extra Work.

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

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

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

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

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the

CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

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

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

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

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

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

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

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

its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

five business days.

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

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

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

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

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

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

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

termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

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

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

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

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

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

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

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by

written instrument properly signed by both parties hereto.

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

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

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

CONSULTANT:	CITY OF MONROE:
_____	_____
	Geoffrey Thomas, City Mayor
By:_____	
Title:_____	ATTEST/AUTHENTICATED:
	_____
	City Clerk

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EXHIBIT A

SCOPE OF WORK

Rachel Adams HPAC Internship becomes a Contracted Position with the City of Monroe June 1, 2020.

Project Manager: To provide direct support to the Mayor and City Administrator in overseeing the implementation and project management of all the HPAC recommendations.

- Coordinating with Snohomish County Human Services Department.
- Attend Lobbying events in Olympia.
- Oversight of the Technical Advisory Experts (TAC) in services and housing to submit proposals to the governance structure so that the most informed decisions can be made regarding policy and budget.
- Draft and submit Agenda Bills, Contracts and Requests for Proposal pertaining to homelessness and poverty programs to City Council.
- Regularly attending HPAC and Ambassador meetings to assist in coordinating communications about homelessness and poverty.
- Attending Snohomish County Community Coalition, Homelessness Response and PEH COC Meetings as City of Monroe representative.
- Attending local Homelessness Response Group and Community Coalition meetings to maintain a strong community presence.
- Coordinating with local Clergy to mobilize the Faith Community.
- Arranging stakeholder meetings with local and county entities.
- Attending meetings, trainings and service projects outside of regular office hours.
  Monthly Reports to City Council and Public Safety Committee and meeting attendance when necessary.
- Updating and preparing project management tools for program tracking and effectiveness.
- Oversight of awarded contracts and evaluation of programs and performance.
- Meeting with homeless people to assess their needs and know them and their stories. Assisting with Case Management Support when necessary.
- Scheduling local Community Training and identifying Service Opportunities.
- Documenting prototype and best practice tools and ordinances for cities addressing homelessness.

Increasing responsibilities as needed in areas that serve the City of Monroe in responding to homelessness and poverty.

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EXHIBIT B

COMPLETION SCHEDULE

June 1st 2020 – December 31st 2020
Renewable Contract for January 1st 2021 – May 31st 2021 based on performance review.

- **Annual Data Analysis**:
  Analyze year over year data. June 2021
  Establish baseline July – 2020
  Assess Program Innovation – July 2020
  Reassess Programs – June 2021

- **Annual Action Plan**:
  Assess progress - September 2020
  Define scope of work for 2021 - Action Plan. - September 2020

- **Reassemble HPAC:**

  Announcement – June 2020
  New Applications – June 2020
  Interviews – June 2020
  Schedule First Meeting – July 2020
  Create six-year plan from the HPAC Recommendations. - December 2020

- **Schedule meetings with TAC:**
  Requests for Proposals:
  Issue RFPs - July 2020
  Award RFPs - September 2020
  Coordinate local human services days – October 2020
  Schedule Community Trainings - September 2020 – June 2021

- **Form affordable housing group modeled after SAHG. January - June 2021**:
  Coordinate with City Staff & Affordable Housing Committee – late December 2020
  Make an announcement – January 2021
  Review Applications & Schedule Interviews – February 2021
  Plan out monthly agendas – January/February 2021
  Schedule first meeting – March 2021

- **Block Watch Programs:**
  Connect with Chief Jolly – June 2020
  Make announcement – Night Out Against Crime – August 2020

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Review Applications & Schedule interviews – September 2020
Assemble Core Group of neighborhood and business owners – September 2020
Plan agendas and monthly meetings to kick off training – September 2020
Schedule first meeting – October 2020

Expand duties and responsibilities as needed.

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EXHIBIT C

FEE SCHEDULE

June 1st 2020 – December 31st 2020

- $25 an hour.
- 40 hours a week.
- Not to Exceed $4,000 a month
- Not to Exceed $28,000 for the first term of the Contract being June 1st – December 31st 2020

Renewable Contract for January 1st 2021 – May 31st 2021 based on performance review.

- $25 an hour.
- 40 hours a week.
- Not to Exceed $4,000 a month.
- Not to Exceed $20,000 for the renewable term of January 1st 2021 – June 1st 2021.

Additional Renewable Contracts TBD based on need and performance review.

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EXHIBIT D

SUBCONSULTANT LIST

None

{JZL878879.DOC;7/13011.900000/ }

EXHIBIT E

MONROE CODE OF ETHICS

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

2.52.010 Purpose – Construction.

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

2.52.020 Definitions.

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

A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.

B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC 2.52.040.

C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

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

2.52.040 Board of ethics – Public officials.

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

A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the

confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

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

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

B. Specific Complaint Against a Public Official.

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

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

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

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

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

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

result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

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

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

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

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

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

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

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

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said

determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

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

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

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

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

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

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

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

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining

agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

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

2.52.050 Miscellaneous provisions.

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

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

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

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

2.52.060 Appeal – Penalties for violation.

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

EXHIBIT A

SCOPE OF WORK

Rachel Adams HPAC Internship becomes a Contracted Position with the City of Monroe June 1, 2020.

Project Manager: To provide direct support to the Mayor and City Administrator in overseeing the implementation and project management of all the HPAC recommendations.

- Coordinating with Snohomish County Human Services Department.
- Attend Lobbying events in Olympia.
- Oversight of the Technical Advisory Experts (TAC) in services and housing to submit proposals to the governance structure so that the most informed decisions can be made regarding policy and budget.
- Draft and submit Agenda Bills, Contracts and Requests for Proposal pertaining to homelessness and poverty programs to City Council.
- Regularly attending HPAC and Ambassador meetings to assist in coordinating communications about homelessness and poverty.
- Attending Snohomish County Community Coalition, Homelessness Response and PEH COC Meetings as City of Monroe representative.
- Attending local Homelessness Response Group and Community Coalition meetings to maintain a strong community presence.
- Coordinating with local Clergy to mobilize the Faith Community.
- Arranging stakeholder meetings with local and county entities.
- Attending meetings, trainings and service projects outside of regular office hours.
  Monthly Reports to City Council and Public Safety Committee and meeting attendance when necessary.
- Updating and preparing project management tools for program tracking and effectiveness.
- Oversight of awarded contracts and evaluation of programs and performance.
- Meeting with homeless people to assess their needs and know them and their stories. Assisting with Case Management Support when necessary.
- Scheduling local Community Training and identifying Service Opportunities.
- Documenting prototype and best practice tools and ordinances for cities addressing homelessness.

Increasing responsibilities as needed in areas that serve the City of Monroe in responding to homelessness and poverty.

{JZL878879.DOC;7/13011.900000/ }

CITY OF MONROE
RESOLUTION NO. 002/2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, ADOPTING THE HOMELESSNESS POLICY ADVISORY COMMITTEE RECOMMENDATIONS

WHEREAS, homelessness is a national, state, regional, and local issue affecting all of Snohomish County, in both urban and rural areas, including the Skykomish Valley and the City of Monroe; and

WHEREAS, Mayor Geoffrey Thomas and the Monroe City Council adopted Resolution 001/2019 establishing a Homelessness Policy Advisory Committee (HPAC) in January 2019 to make non-binding recommendations on how the city should respond to issues relating to homelessness; and

WHEREAS, the Homelessness Policy Advisory Committee was formed with representation from community members, local businesses, faith based organizations, experts in mental health and drug dependency, local human service providers, and those who experienced homelessness; and

WHEREAS, the HPAC held approximately twenty meetings to understand the causes of homelessness; learn about best practices and service models from subject matter experts; and visit regional service facilities; and

WHEREAS, from these informative and educational experiences the HPAC developed recommendations in six focus areas: housing, partners, prevention, policy/budget, public safety, and support services; and

WHEREAS, in each of these categories the HPAC drafted recommendations to best express a balance of compassion and accountability and a desire to help people become able to choose a path out of homelessness; and

WHEREAS, the HPAC recognized, throughout the process to develop recommendations, that homelessness is a very complex issue that exists on a very broad spectrum and there is no one size fits all solution; and

WHEREAS, the HPAC held a public open house on November 14, 2019 to share draft recommendations and take public comment; and

WHEREAS, the HPAC amended its draft recommendations based on public comment and feedback from the city council; and

WHEREAS, on February 18, 2020 the city council discussed the HPAC draft recommendations, and the city council directed Mayor Thomas and city staff to bring the HPAC recommendation back to the city council for final adoption;

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

Section 1. Adoption of Homelessness Policy Advisory Committee Recommendations. The City Council hereby adopts the recommendations of the Homelessness Policy Advisory Committee as set forth in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 25 day of February, 2020.

Approved: February 25, 2020
Effective: February 25, 2020

CITY OF MONROE, WASHINGTON

(SEAL)

_____
Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
Elizabeth M. Adkisson, MMC, City Clerk

_____
J. Zachary Lell, City Attorney

Exhibit A

Housing

- Establish Temporary-Housing in a permanent facility to serve Monroe residents with adjacent secured parking for those living in vehicles and RVs for overnight stay
- Establish a Sky Valley Housing Consortium to establish short, long-term, and alternative housing
- Increase alternative housing that includes but is not limited to men, youth, LGBTQ, and families and pets

Partners

- Establish Service Provider Networks to provide services and housing 24/7 in Sky Valley
- Increase public transportation between Monroe & Everett
- Involve other public entities in a network to prevent and end homelessness in Sky Valley
- Create an education campaign that supports affordable housing, job training, and treatment options

Prevention

- Gather and analyze accurate data about homelessness in Monroe
- Create an education campaign about homelessness: causes, prevention strategies, and alternatives
- Promote social services networks focused on youth and families

Policy/Budget

- Lobby legislators at all levels to increase funding for addiction and mental health treatment, affordable housing, job training, and support services
- Identify and lobby for new law enforcement strategies focused on personal accountability
- Engage developers in building affordable and subsidized housing
- Implement HB 1406 Explore all revenue options for housing, mental health, and chemical dependency
- Continue HPAC as standing committee Monitor progress towards implementing HPAC recommendations. Review Technical Committee recommendations.
- Adopt and fund a Six-Year Plan to fulfill HPAC's recommendations

Public Safety

- Implement law enforcement strategies and regulations that increase personal accountability and adhere to civil and personal rights

- Gather and analyze accurate data about crime in Monroe
- Initiate a residential and business crime prevention program
- Continue to budget for the Embedded Social Worker/Community Outreach
- Use technology to increase public safety and protect infrastructure.
- Implement Community Court so treatment for addiction and mental health can be offered as an alternative to jail

Support Services

- Create a coordinated homeless response center.
- Create a system of services that responds to the homeless crisis 24/7
- Establish more accessible mental health and addiction services in Monroe
- Obtain supportive services to navigate people through resources
- Support agencies that serve and promote self-reliance among people in need

Work Report – March 2020

Support Services:

We are continuing to assess needs and gather information about our local systems by keeping in contact with homeless couple (F&G) ***They could use a heat source that plugs into the cigarette lighter to stop spending money on gas and requesting gas cards from service providers***.

Housing:

I began calling our Affordable Housing units in Monroe to have a reference of contacts. All are full, with waiting lists of 2-3 years. I was able to get a couple of their applications to have on file also.

In conversation with Michael from TTNS he has said it ***would be helpful to know which local landlords would be willing to take housing vouchers to supplement rent.***

Partners:

Oxford House - We had a zoom meeting with Oxford House and learned about their program. It is a self-managing system. Residents are voted into the house and sign contracts of conduct. Roles and chores are assigned. Each tenant pays an EES - $550-$570. Mandatory meetings and UA's that fellow household members can request. ***Seeking Upscale Houses in nice neighborhoods with a rent of 2500/3000 a month.***

Congregations for The Homeless - We had a zoom meeting with Congregations for The Homeless (CFH) and learned about their four program approach. Their organization has a high success rate and has been operating for 28 years. They mobilize twelve host churches, and others in the faith community, to provide a rotating shelter for about 35 men that is high barrier with goals to move into housing. They also have an outreach program, a low barrier 24/7 shelter program, and a housing program. The secret to their success is their case management. Their program focuses on men only. They would be happy to help & consult with us.

HART Report - We met with the County Executive Assistant to go over the HART report & the HPAC final Report and seek her feedback and advise.

Housing Navigator - We met with our local navigator who will be transitioning the area to someone else as she is moving out of state.

Cocoon House - We met with Cocoon house and heard about their successful programs with youth housing options and how they manage cases. Their program incorporates an emphasis on attempting to reunify and reconcile family relationships, trainings and classes, peer leadership, and employing lived experience to guide their programs.

Community Transit - I reconnected with Community Transit to explore the VanGo grant for transportation to Everett and have been added to a list of interested parties.

Prevention:

In the Communications plan Willow is focusing on the website while we wait for Rich to join us to manage the Ambassadors and for council to approve this part of the communications plan. We are meeting with the core team to discuss the We Are Monroe campaign in the beginning of April.

Policy & Budget:

Several items on the action plan now reflect being put on hold due to Coronavirus and the new social services landscape and focus we are finding ourselves in. The key in the Gannt Map now has a CV to reflect items on hold due to the Coronavirus.

Covid19 Response:

Local service providers are focusing on prevention in food and rental assistance. *(see Local Services - Crisis Document)*

<u>We are working to coordinate local efforts and find ways to help. I have checked in with many of our local service providers to see how they are adjusting. We now have a list of current services being offered in Monroe. I have scheduled weekly check in zoom meetings to help us coordinate and share needs.</u>

Our Facilitated TAC meetings will resume in May with Jody. Currently all our TAC members are responding to the crisis of right now.

I am looking at the Action Plan to try to find things I can focus on that are duo purpose for right now and for when we emerge from this current crisis. I have highlighted areas of focus that may be of most value as we work remotely. *(see 2020 HPAC Action Plan - Gantt Map Chart)*

<u>Considerable concern about funding from the City is being expressed. Whether we should tap into the $100,000 earmarked for HPAC implementation or use HB1406 money to go towards relief efforts.</u>

We have been exploring grant/relief funds with MJ & Debbi Trosvig at the county and sitting in on County conference calls.

The City is placing a porta potty and hand washing station in front of City Hall for the homeless to use while all our public restrooms are closed. $345. To be installed: Monday March 31st 2020

2020 HPAC Action Plan - Gantt Map Chart (X = Started O = Not Started) (CV – On hold due to Coronavirus)

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
A. Housing												
Emergency Shelter and Transitional Housing (Crisis Housing, Rapid Rehousing and Permanent Supportive Housing)	O	O	CV									
Evaluate Property Units			X									
Negotiate Lease – Master Leasing												
Write RFP and Secure Program Manager through RFP												
Develop criteria with TAC	O	O	CV									
Provide Rental Assistance through RFP	O	O	O									
Establish Sky Valley Housing Consortium	X	O	CV									
Inventory Surplus Property			X									
Identify Housing Needs	O	X	X									
Work with TAC to identify partners and available funding		X	X									
B. Partners												
Form a TAC	X	X	X									
Identify non-profit stakeholders and partners	X	X	X									
Determine shared mission and vision		O	O									
Evaluate needs and resources for one-stop shop			X									
Write scope of work for RFP for one-stop shop												
Establish Transportation service between Sky Valley and Everett	O	O	O									
Evaluate transportation needs with partners	X	O	O									
Evaluate existing transportation contracts with non-profits	X	O	O									
Apply for Transit Go (grant) program			X									
Provide information about services to remain housed, financial training, and incentives for businesses to hire employees with entry level skills, information about mental and behavioral health services.	O	O	O									

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
Work with partners to develop and promote annual "human services days" set up like a vendor show.	O	O	CV									
C. Prevention												
Educational Campaign (Enviroissues Contract)	X	X	X									
Develop education and outreach communication plan	X	X	X									
Educate Property Owners about laws, enforcement, trespass – Chamber of Commerce & Downtown Monroe Association		O	O									
Educate public about aggressive panhandling, property crime, and personal safety		O	O									
Educate public about safety regarding vigilantism and bullying		O	O									
Develop and implement Block Watch Program – residential and business buy in/ education/ communication – training & certification program.												
Develop working relationship with McKinney Vento liaison at Monroe High School												
Identify needs of homeless families	O	X	X									
Work with McKinney-Vento Family Liaisons in the Monroe School District to distribute flyers of local and county services for homeless students and families and encourage MSD to post flyers on school premises			X									
D. Public Safety												
Implement law enforcement strategies	O	O	O									
Review Solicitation Regulations		O	O									
Evaluate Bail Fees												
Develop and implement Block Watch Program – residential and business buy in/ education/ communication – training & certification program												
Continue Embedded Social Worker Program	X	X	X									

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
Police Department (Existing Program)	X	X	X									
Public Defender (New level of services)			X									
Install Cameras in Parks	O	O	O									
Collect data on court cases. Determine with Monroe Municipal Court the costs/benefits of community court model												
Identify partners to develop community court model												
Determine with Monroe Municipal Court and partners the cost/benefits of community court model												
A. Support Services												
Coordinated Services – One Stop Shop												
Develop scope of work with TAC	X	X	CV									
Issue RFP			CV									
Award RFP												
Establish Homeless HMIS/by name lists												
Work with TAC and Snohomish County to identify resources to provide housing and mental health navigators in the Sky Valley	X	X	CV									
Provide facilities and funding for non-profits	O	O	CV									
Work with Take the Next Step and Volunteers of America to designate a family resource center and/or services in Monroe			O									
A. Policy & Budget												
Define 2021 Work Plan, Priorities, and implementation Model												
Identify performance measures, and a full HMIS utilized by service providers.												
Lobby for changes to State and Federal law	X	O	O									
Collaborate with Affordable Housing Consortium (AHC) on writing new												

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
housing chapter for the city's comprehensive plan update.												
Continue HPAC as a standing committee	X	O	CV									
Implement HB1406 and explore all revenue options for housing, mental health and chemical dependency.	X	X	X									
Identify needs			X									
Develop criteria with TAC			CV									
Provide Rental Assistance through RFP	O	O	O									
Evaluate Program												

Local Social Services – Crisis Response

Week of 3/23/2020

TTNS Laron is trying to stay connected with Take the Next Step families by dropping off food & school work related resources. He is also ready to reallocate program funds into prevention assistance. The resource center is closed but services are available remotely. Call 360-794-1022 during 10am-5pm M-F business hours. Forwarding calls to navigators. Exploring Seattle Foundation Grand & has received some Community Foundation Grant Money.

Sky Valley Foodbank is closed but coordinating with Phil to deliver meals. Contact PSpirito@sno-isle.com to volunteer for food delivery teams; or if you are in need of delivery send your name, address, phone number, and the number of people in your household.

The Boys & Girls Club Jeff is reducing costs of childcare and expanding scholarships.

St. Vincent Inga is focusing on exploring funds for expanding rental and utility assistance. Community Foundation Grant Recipient.

The school district in partnership with the foodbank has been great in getting food in the hands of families. The Connections Team (Multi-Cultural Team that shares information and resources to families), has been great in helping us reach families and share the available resources. Please send me any resources that you feel would be beneficial to our families and I will ensure the team shares the information.

YMCA is providing emergency child-care for the sky valley area. Offering this for FREE to all first responders and medical staff.

Cascade Community Church is closed but Kimberly Clem is still available for meetings to assist with rent, utilities and food.

Catholic Community Services is working remotely and focusing on mental health/chemical dependency recovery & remote meetings.

Evergreen Health Social Services is still fully operational. Challenges with discharging patients.

MPD – Diversion Center is closed. Embedded Social Worker and Team is currently not as accessible. ATV patrols in parks to be present.

EGM the shelter is on lockdown to protect clients and staff. To go services & to go meals.

VOA center is open 9am-4pm. Has drive-up / pick-up meals, food bank is still open. Their "Send Meals" service is accepting applications.

FEMA – Providing Rental & Food Assistance.

The County - Community Foundation. They won't be issuing an RFP but they are assessing needs from the give well website, emails & calls. https://pihchub.org/givewell/
-There are more grants coming from the stimulus that they do not have information on yet.
-Angel of the Winds arena & Providence – People showing symptoms.

Unemployment – esd.wa.gov Expanded unemployment with carefunds.

The City of Monroe has two websites up and running:

http://www.monroewa.gov/934/COVID-19 (you will see "tabs" half-way down the page for "city operations", "businesses", "resources" and "FAQs")

The chamber also has a webpage listed for delivery and take-out restaurants in Monroe

https://www.choosemonroe.com/listings.aspx?nv=1880&c=1880

Economic Development Report
March/April 2020

Economic Development Advisory Board

- **Weekly Meetings.** The Economic Development Advisory Board has been meeting weekly since April 9, 2020.
- **Town Hall.** The Board organized a Town Hall meeting on Tuesday, April 14 to share information about the Federal and State Stimulus Package. Over 45 people attended the virtual meeting.
- **Next Town Hall Meeting.** A second Town Hall is scheduled for Thursday, May 7 at 6pm to review CARES 3.5 stimulus grants.
- **Monroe Stimulus Package.** The Board discussed and has recommended a Monroe Stimulus Package. The recommendation is scheduled for the May 5, 2020 city council meeting.
- **Working Washington Small Business Emergency Grant Program.** Board members and staff have reviewed 146 grant applications. Governor Inslee created a $10 million Working Washington Small Business Emergency Grant program using a portion of the state's Strategic Reserve Fund (SRF). Grants (up to $10,000) were made available to small businesses statewide with up to 10 employees.

Economic Development Specialist

- **Regular Communication with Monroe Business Community.** Since the Governor's order to Stay Home/Stay Healthy, James Palmer has been communicating grant information and providing support to the Monroe Business Community (see attached e-mail).
- **Regular Communication with Economic Alliance, Dept. of Commerce, Greater Seattle Partners, (GSP), and Federal Representatives.** James Palmer has been on daily calls with professional staff to advocate for Monroe's business community.
- **"Essential Businesses."** The city receives emails and phone calls on a daily basis asking questions regarding "essential businesses." Mr. Palmer has responded to questions from customers and business owners asking whether specific business are considered "essential" under the Governor's order. Within the last week, the questions have changed asking when specific businesses can reopen.

CARES 3.5

Congress has reached a deal on another round of stimulus that is expected to be signed by the President any day now. This will re-fund the SBA's financial assistance programs of the Payroll Protection Program (PPP) and Economic Injury Disaster Loan (EIDL).

PAYCHECK PROTECTION PROGRAM (PPP)
The city is encouraging businesses that already applied for a Payment Protection Loan (PPL) with their lender, but were told the money had run out before your application had been submitted to the SBA, to contact their bank to confirm they are in the queue and that they will be sending up applications. Businesses should not have to re-apply if they were in the queue. Business that

didn't get an application in, are encouraged to contact their lender and ask what process they are going to be implementing to receive new applications.

ECONOMIC INJURY DISASTER LOAN
This bill will also re-fund the Economic Injury Disaster Loan which is the $10,000 forgivable loan offered through the SBA's own website. Applying for the PPP doesn't preclude businesses from getting an EIDL. They are still not taking new applications on their website but as soon as the President signs the bill, start looking for the application to go live again and try to get an application in. That will be accessible here => SBA Economic Injury Disaster Loan

WORKING WASHINGTON SMALL BUSINESS EMERGENCY GRANT
This is a $10,000 grant offered through the Governor's office and administered by the WA Dept. of Commerce and the all of the state's Associate Development Offices (ADOs), which in Snohomish County is the Economic Alliance of Snohomish County or EASC.

Applications are currently being reviewed. Businesses that listed Monroe as their location totaled 143. Of the 143, 118 were physically located in the city limits of Monroe with the remaining 25 in unincorporated Snohomish County using a Monroe mailing address. Members of the Monroe Economic Development Advisory Board are currently reviewing and scoring those applications within the city, and the 25 unincorporated Snohomish County applications are being reviewed and scored by the Economic Alliance of Snohomish County. Scored applications will be returned to EASC by Friday, April 24th who in turn will submit them to Commerce for a final review. Commerce representatives have said they will likely announce the recipients of the awards by the middle of May with delivery of funds by June.

It was just announced that the Governor's office is putting in another $5 million infusion from the Governor's Strategic Reserve Fund. That brings the fund up to $10 million available to address some of estimated 25,000 applications from businesses up to 10 employees. New applications are currently not being accepted, so we're not sure what these additional funds mean. Staff will report to businesses as soon as more details are available.

EMPLOYMENT SECURITY DEPARTMENT (Unemployment insurance)
The demand on WA's Employment Security Dept. continues to increase to record levels causing delays and bottlenecks for Washingtonians trying to apply for benefits. Provisions in the CARES Act now provide unemployment insurance for self-employed individuals, contractors and other previously unable to qualify for unemployment insurance.

On April 17th, there were 500 people answering phones at the Employment Security Department, by this coming Friday, April 24th, they expect to have 1,000. The Employment Security Commissioner, Suzi LeVine, says they have shifted other people who work for the department, even had people come back from retirement.

From: Lisa Manzione [redacted] >
Sent: Friday, April 24, 2020 9:54 AM
To: James Palmer
Subject: RE: Financial Resources for Businesses Update

Hi James: I really want to commend you (and your team) for your outreach to your community and us small business owners by trying to throw out a life ring, as we quickly sink, seemingly without being heard by our governmental officers/leaders- expect for you. As a small business owner for the past 22 years suddenly being forced to burden a complete loss of business and income, and finding navigating through the governmental assistance programs with no responses because you are not one of the big players that gets an audience, it's just a slap in our face's showing the complete disconnect – so to consistently hear from you with straight forward advice and for just offering **to be a voice to talk too**- that alone is a life ring. Whether I end up with any assistance or not, knowing that someone understands the plight and is willing to at least listen, help where you can and acknowledging that we matter is so valuable at this time. Thank you!

Lisa M.

April 16, 2020
From: James Palmer

Dear Monroe Business Owner,

SBA HALTS LOAN FUNDING:
The Small Business Administration announced today that they have exhausted the $300+Billion funding provided in the C.A.R.E.S. Act and have ceased taking applications for all loans including the Paycheck Protection Program (PPP) and Economic Injury Disaster Loans (EIDL). Additional funding programs are being debated in the House and Senate and Congress is expected to hammer out a deal in the coming days so stay tuned. As has been mentioned before, the PPP can only be applied for through an SBA approved lending institution and borrowers who wish to apply are directed to their lending institution. I have read some banks are continuing to take applications, but only to fill a queue so if and when new funding is announced, they will be ready to start processing new loans and send up to SBA immediately. So check with your bank to see what their procedures are for taking new applications for PPP loans. The EIDLs are applied for directly on the SBA website which is no longer taking applications until new funding is appropriated. Keep checking back to the SBA website for the latest information on if and when they will start accepting new applications.

WORKING WASHINGTON SMALL BUSINESS EMERGENCY GRANT APPLICATIONS CLOSED:
The Working Washington Small Business Emergency Grant administered through the WA Dept. of Commerce and Economic Alliance of Snohomish County (EASC) closed the application process on Friday, April 10th at noon. EASC received 2,298 application of which 145 will be forwarded to Commerce for a final cut. Monroe Businesses submitted 149 applications. The process for EASC to review and score these applications before sending up to Commerce will likely go to the end of April and be submitted to Commerce sometime early May. Awards could be expected to be announced by June.

NEW $5000 GRANT FOR SMALL BUSINESS ANNOUNCED BY US CHAMBER OF COMMERCE:
The US Chamber of Commerce announced today a fund to provide grants to US small businesses in "economically vulnerable communities" (The entire 98272 zip code qualifies) who are impacted by the COVID-19 shut down. These grants will be on a "rolling basis" meaning a first come first serve basis while funds are available. To qualify you must:

- Employ between 3 and 20 people
- Be located in an economically vulnerable community
- Have been harmed financially by the COVID-19 pandemic

The grant application opens April 20th so go to Save Small Business Fund for more information and to apply on April 20th.

As always, if you have questions, please don't hesitate to contact me directly.

James Palmer
Economic Development Specialist

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(360) 794-7400 Fax: (360) 794-4007
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MEMORANDUM

TO: Monroe City Council, Mayor Thomas, and City Administrator Knight

FROM: Becky Hasart, Finance Director

DATE: April 28, 2020

RE: March 2020 Finance Department Monthly Report

Please find attached the March 2020 financial monthly report. Straight line trending would be twenty five percent (25.00%). However, it is too early in the year to consider any budget trending.

Attached are the 2020 Sales Taxes, Real Estate Excise Taxes and Lodging Taxes reports. Unlike the monthly financial report, these three revenue reports are tracked on a weighted budgeted expectation. All three are ahead of weighted budgeted expectations for March. However, as you review these reports, be aware that the date of receipt is actually two month after the date of the transaction. (For example, reports and the related taxes for transactions which occur in March are due to the state's Department of Revenue (DOR) by the end of April. DOR then remits the appropriate taxes to individual jurisdiction at the end of each month after receipts are received. Thus March transactions are received by the City at the end of May.) This means that the City will not begin to see the true impacts from the Stay Home, Stay Healthy initiative until end of May.

The balance sheet report for March is included in this report. However, this is subject to change as Finance is currently in the year end close out period (period 13).

Regarding year end close out, to date, all funds are within budget. Again, final fund balances will not be available until after close out/annual report is complete. The annual report is due to the state no later than May 29, 2020.

COVID-19

The City is currently working on a comprehensive 2020 Budget Amendment in light of the potential COVID-19 impacts to our revenues. Current projected revenue shortfalls are anticipated to be between 6% to 10% in the aggregate among the various City funds. For sales taxes specifically, we are anticipating receiving about 70% to 75% of original budget. However, more accurate impacts will not be known until mid-summer based on the aforementioned two month lag.

The Mayor has directed staff to begin reviewing their budgets to help identify potential adjustments that can be made within the City's overall strategic needs. The Mayor has also directed, through Emergency Order 2020-007, that all new contracts and capital

purchases be suspended until those contacts and capital purchases can be analyzed with the City Administrator and the Mayor within the context of the overall 2020 Budget Amendment.

Investment Report

The March 2020 investment report is attached for your convenience. Interest rates continue to decrease in the current environment, which is reflected in our short term investments (LGIP and Opus Bank). These rates continue to be volatile based on national and world events (Covid-19 concerns, various new international tariffs, changes in international leadership, etc.).

Actions taken by the Federal Reserve during March have had an impact on the City's investment portfolio. Due to the interest rate decreases, the City had six investment vehicles for just under $12 million dollars called early. While the returns on these six investments will be decent, the City is now in a position of reinvesting this money at a much lower rate due to current market conditions. The strategy will be to reinvest these funds at a shorter maturity date so that if and when the rates start to increase again (most likely after the national election), this money won't be tied up for too long.

Passport Services

Due to COVID-19, passport services have been suspended for the foreseeable future both locally and at the federal State Department level.

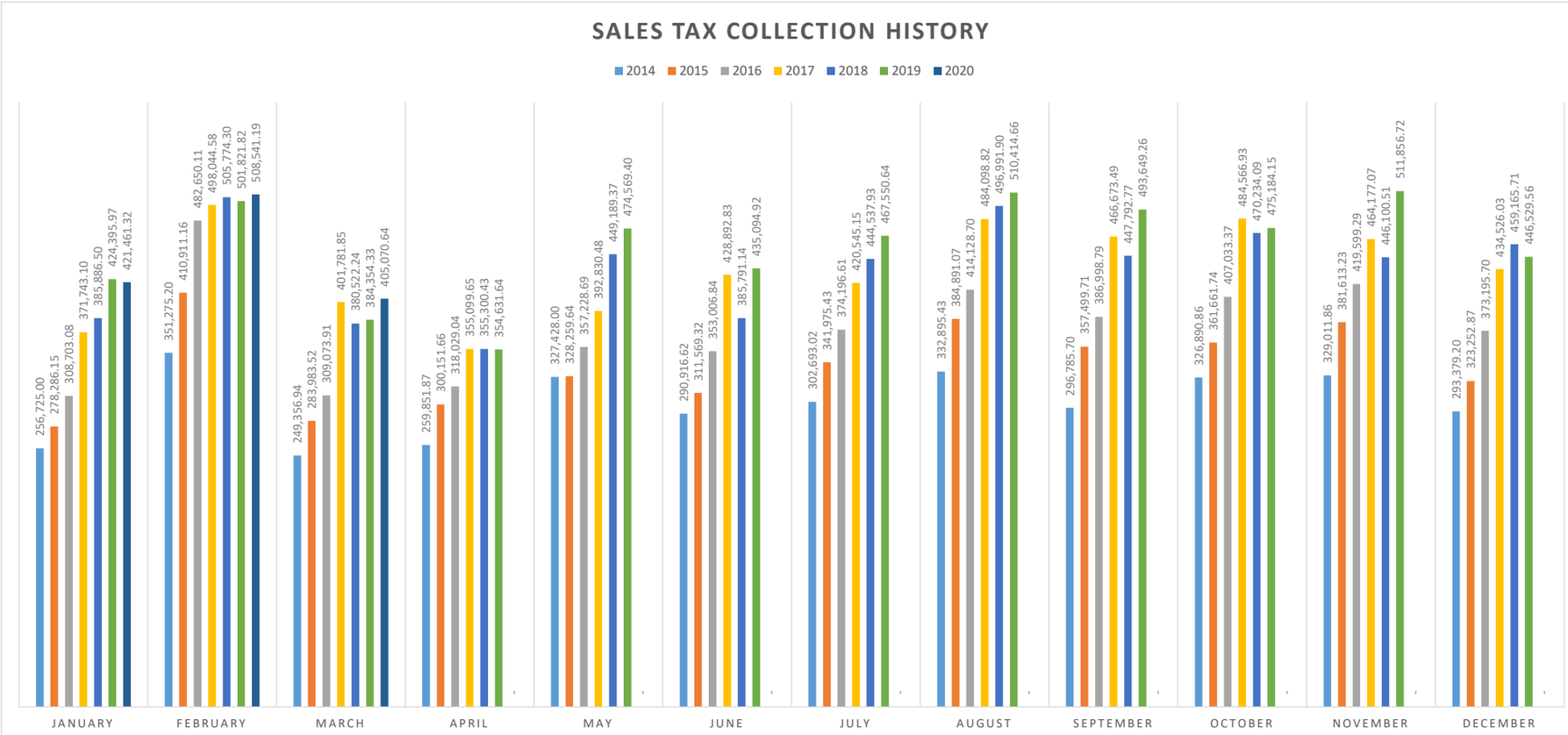
Donation Report

The March 2020 Donation report is attached for your convenience. In addition to what is on this report, the Rotary Club of Monroe also donated $5,000 toward the Rotary Field improvements scheduled for this year. This amount was deposited to Fund 317 Parks Improvement Fund, which is where the expenditures associated with this project is budgeted. Thank you Rotary, and to all that donated, for your generous support.

Sales Tax Analysis

Month	2014	% of total	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	256,725.00	7.10%	278,286.15	6.85%	308,703.08	6.85%	371,743.10	7.14%	385,886.50	7.38%	424,395.97	7.74%	7.18%	366,855.82	421,461.32	54,605.50
Feb	351,275.20	9.71%	410,911.16	10.11%	482,650.11	10.72%	498,044.58	9.57%	505,774.30	9.68%	501,821.82	9.16%	9.82%	502,058.13	508,541.19	6,483.06
March	249,356.94	6.89%	283,983.52	6.99%	309,073.91	6.86%	401,781.85	7.72%	380,522.24	7.28%	384,354.33	7.01%	7.13%	364,204.86	405,070.64	40,865.78
April	259,851.87	7.18%	300,151.66	7.39%	318,029.04	7.06%	355,099.65	6.82%	355,300.43	6.80%	354,631.64	6.47%	6.95%	355,386.61		
May	327,428.00	9.05%	328,259.64	8.08%	357,228.69	7.93%	392,830.48	7.55%	449,189.37	8.59%	474,569.40	8.66%	8.31%	424,720.65		
June	290,916.62	8.04%	311,569.32	7.67%	353,006.84	7.84%	428,892.83	8.24%	385,791.14	7.38%	435,094.92	7.94%	7.85%	401,264.46		
July	302,693.02	8.37%	341,975.43	8.41%	374,196.61	8.31%	420,545.15	8.08%	444,537.93	8.50%	467,550.64	8.53%	8.37%	427,667.96		
Aug	332,895.43	9.20%	384,891.07	9.47%	414,128.70	9.20%	484,098.82	9.30%	496,991.90	9.51%	510,414.66	9.31%	9.33%	476,939.66		
Sept	296,785.70	8.20%	357,499.71	8.80%	386,998.79	8.59%	466,673.49	8.97%	447,792.77	8.57%	493,649.26	9.01%	8.69%	444,090.02		
Oct	326,890.86	9.04%	361,661.74	8.90%	407,033.37	9.04%	484,566.93	9.31%	470,234.09	9.00%	475,184.15	8.67%	8.99%	459,556.15		
Nov	329,011.86	9.10%	381,613.23	9.39%	419,599.29	9.32%	464,177.07	8.92%	446,100.51	8.53%	511,856.72	9.34%	9.10%	465,043.13		
Dec	293,379.20	8.11%	323,252.87	7.95%	373,195.70	8.29%	434,526.03	8.35%	459,165.71	8.78%	446,529.56	8.15%	8.27%	422,766.55		
Total	3,617,209.70	100.00%	4,064,055.50	100.00%	4,503,844.13	100.00%	5,202,979.98	100.00%	5,227,286.89	100.00%	5,480,053.07	100.00%	100.00%	5,110,554.00	1,335,073.15	101,954.34
% increase from prior year			12.35%		10.82%		15.52%		0.47%		4.84%			-2.23%		

	January	February	March	April	May	June	July	August	September	October	November	December	Total	% inc
													2,963,020.00	
													2,999,246.00	1.22%
													3,444,040.01	14.83%
2014	256,725.00	351,275.20	249,356.94	259,851.87	327,428.00	290,916.62	302,693.02	332,895.43	296,785.70	326,890.86	329,011.86	293,379.20	3,617,209.70	5.03%
2015	278,286.15	410,911.16	283,983.52	300,151.66	328,259.64	311,569.32	341,975.43	384,891.07	357,499.71	361,661.74	381,613.23	323,252.87	4,064,055.50	12.35%
2016	308,703.08	482,650.11	309,073.91	318,029.04	357,228.69	353,006.84	374,196.61	414,128.70	386,998.79	407,033.37	419,599.29	373,195.70	4,503,844.13	10.82%
2017	371,743.10	498,044.58	401,781.85	355,099.65	392,830.48	428,892.83	420,545.15	484,098.82	466,673.49	484,566.93	464,177.07	434,526.03	5,202,979.98	15.52%
2018	385,886.50	505,774.30	380,522.24	355,300.43	449,189.37	385,791.14	444,537.93	496,991.90	447,792.77	470,234.09	446,100.51	459,165.71	5,227,286.89	0.47%
2019	424,395.97	501,821.82	384,354.33	354,631.64	474,569.40	435,094.92	467,550.64	510,414.66	493,649.26	475,184.15	511,856.72	446,529.56	5,480,053.07	4.84%
2020	421,461.32	508,541.19	405,070.64	-	-	-	-	-	-	-	-	-	1,335,073.15	-74.46%


SALES TAX COLLECTION HISTORY
2014
2015
2016
2017
2018
2019
2020
256,725.00
278,286.15
308,703.08
371,743.10
385,886.50
424,395.97
421,461.32
351,275.20
410,911.16
482,650.11
498,044.58
505,774.30
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357,228.69
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449,189.37
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290,916.62
311,569.32
353,006.84
428,892.83
385,791.14
435,094.92
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467,550.64
332,895.43
384,891.07
414,128.70
484,098.82
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296,785.70
357,499.71
386,998.79
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447,792.77
493,649.26
326,890.86
361,661.74
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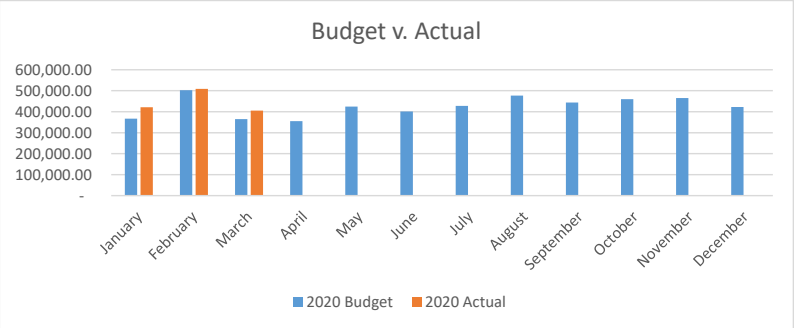
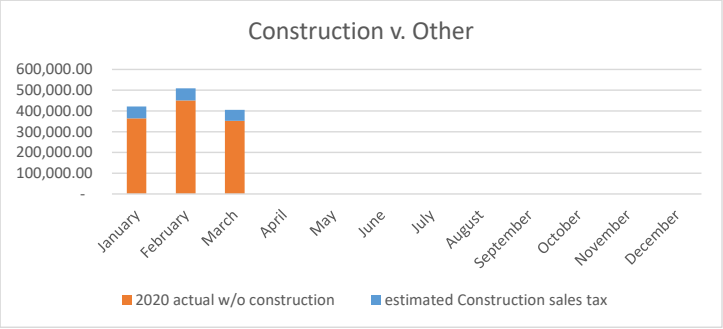
475,184.15
329,011.86
381,613.23
419,599.29
464,177.07
446,100.51
511,856.72
293,379.20
323,252.87
373,195.70
434,526.03
459,165.71
446,529.56
JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER

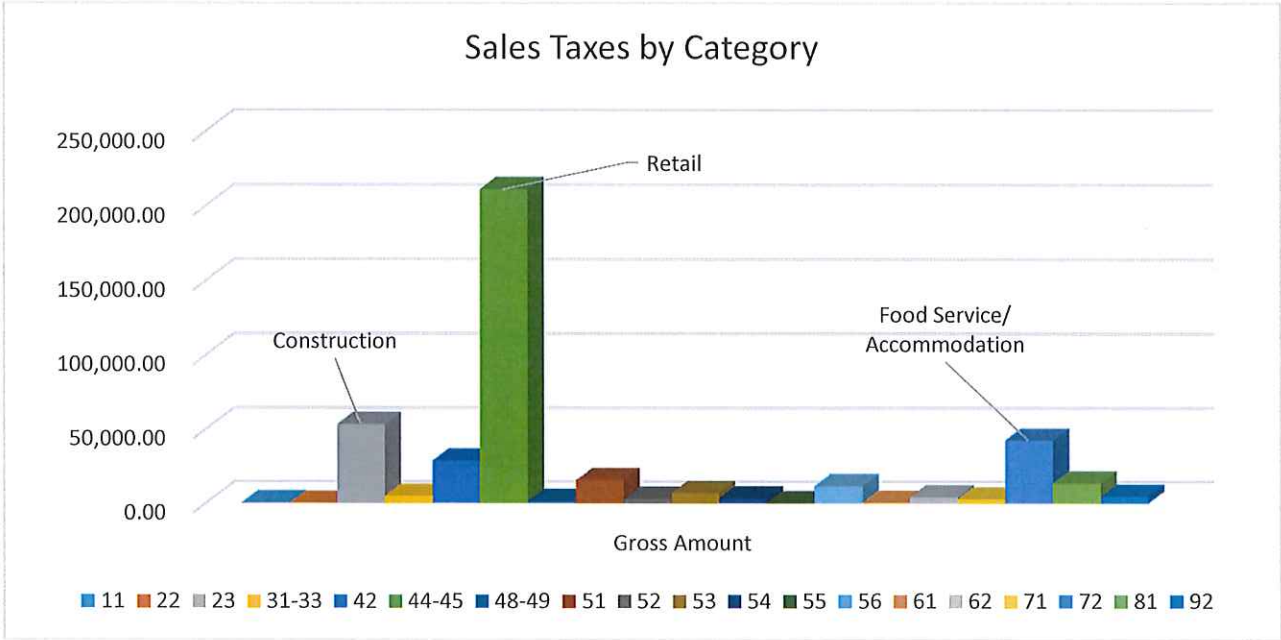
Ave Receipts % by month per history		2020 Budget	2020 Actual	Difference over/(under)	% over/(under) budget		estimated Construction sales tax	2020 actual w/o construction	Construction % of total
7.18%	January	366,855.82	421,461.32	54,605.50	14.88%	January	56,801.81	364,659.51	13.48%
9.82%	February	502,058.13	508,541.19	6,483.06	1.29%	February	58,390.17	450,151.02	11.48%
7.13%	March	364,204.86	405,070.64	40,865.78	11.22%	March	53,019.27	352,051.37	13.09%
6.95%	April	355,386.61	-		-100.00%	April		-	
8.31%	May	424,720.65	-		-100.00%	May		-	
7.85%	June	401,264.46	-		-100.00%	June		-	
8.37%	July	427,667.96	-		-100.00%	July		-	
9.33%	August	476,939.66	-		-100.00%	August		-	
8.69%	September	444,090.02	-		-100.00%	September		-	
8.99%	October	459,556.15	-		-100.00%	October		-	
9.10%	November	465,043.13	-		-100.00%	November		-	
8.27%	December	422,766.55	-		-100.00%	December		-	
100.00%		**5,110,554.00**	1,335,073.15	101,954.34	-73.88%		168,211.25	1,166,861.90	12.60%





March 2020 receipts

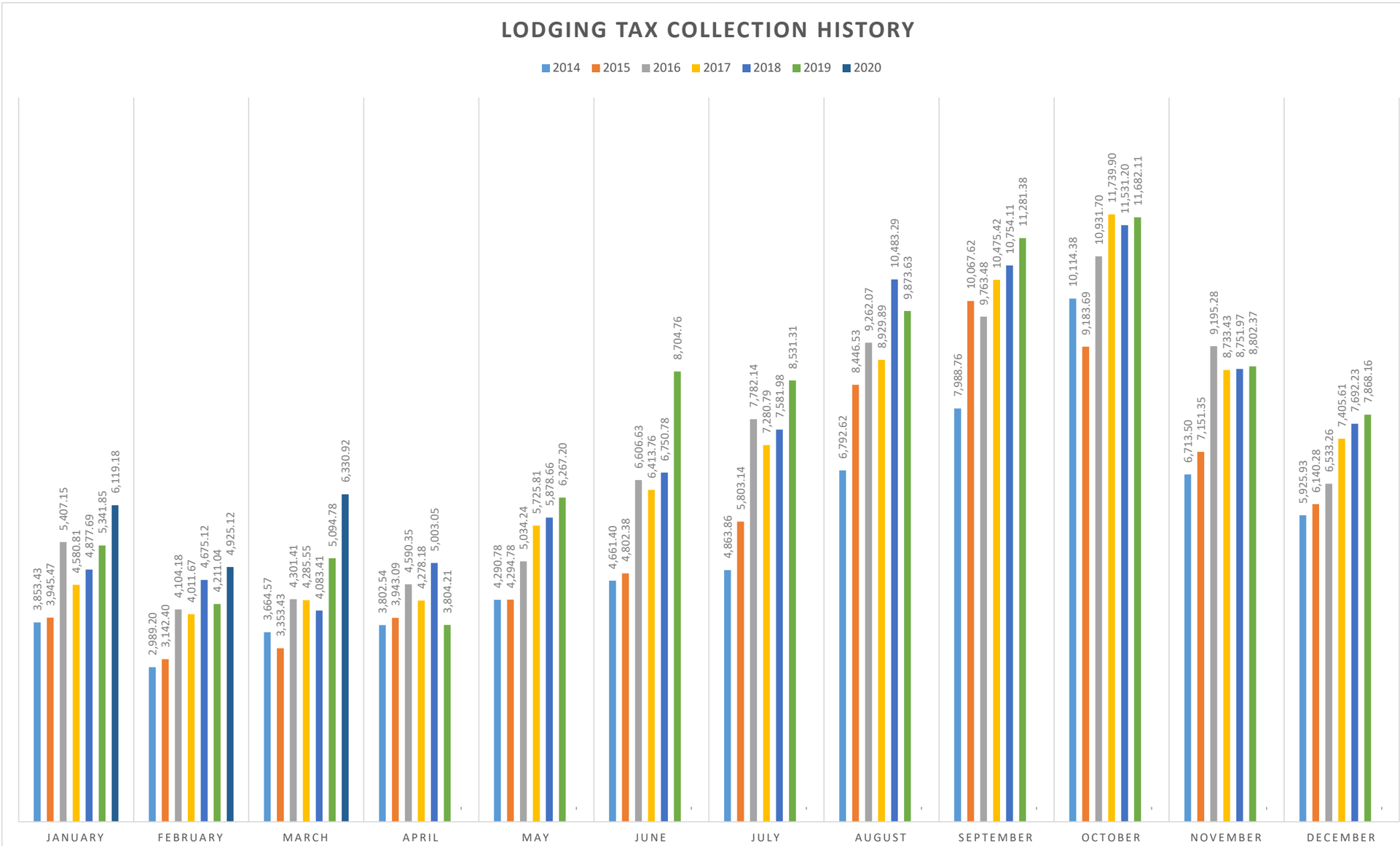
Title		Gross Amount	Net Amount
Ag/Forestry/Fishing & Hunting	11	218.51	217.02
Utilities	22	64.84	64.40
Construction	23	53,382.17	53,019.27
Manufacturing	31-33	4,714.74	4,682.69
Wholesale Trade	42	28,601.42	28,406.99
Retail Trade	44-45	211,224.77	209,788.85
Transportation & Warehousing	48-49	1,389.41	1,379.96
Information	51	15,533.38	15,427.78
Finance & Insurance	52	2,943.81	2,923.80
Real Estate & Rental & Leasing	53	6,869.14	6,822.44
Professional/Scientific/Tech Services	54	3,426.09	3,402.80
Management of Companies & Enterprises	55	102.26	101.56
Admin & Support & Waste Mngt & Remediation Services	56	11,521.42	11,443.10
Education Services	61	381.32	378.73
Health Care & Social Assistance	62	4,112.80	4,084.84
Arts/Entertainment/Recreation	71	2,675.52	2,657.33
Accommodation & Food Services	72	42,554.00	42,264.71
Other Services (except Public Admin)	81	13,585.53	13,493.17
Public Administration	92	4,542.06	4,511.18
Other	99		-
		407,843.19	405,070.64
		407,843.19	405,070.64



Lodging Tax Analysis

Month	2014	% of total	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	3,853.43	5.87%	3,945.47	5.61%	5,407.15	6.47%	4,580.81	5.46%	4,877.69	5.54%	5,341.85	5.84%	5.80%	4,639.93	6,119.18	1,479.25
Feb	2,989.20	4.55%	3,142.40	4.47%	4,104.18	4.91%	4,011.67	4.78%	4,675.12	5.31%	4,211.04	4.60%	4.77%	3,818.03	4,925.12	1,107.09
March	3,664.57	5.58%	3,353.43	4.77%	4,301.41	5.15%	4,285.55	5.11%	4,083.41	4.64%	5,094.78	5.57%	5.14%	4,109.49	6,330.92	2,221.43
April	3,802.54	5.79%	3,943.09	5.61%	4,590.35	5.50%	4,278.18	5.10%	5,003.05	5.68%	3,804.21	4.16%	5.31%	4,245.44		
May	4,290.78	6.53%	4,294.78	6.11%	5,034.24	6.03%	5,725.81	6.83%	5,878.66	6.68%	6,267.20	6.85%	6.50%	5,203.97		
June	4,661.40	7.10%	4,802.38	6.83%	6,606.63	7.91%	6,413.76	7.65%	6,750.78	7.67%	8,704.76	9.52%	7.78%	6,223.35		
July	4,863.86	7.41%	5,803.14	8.26%	7,782.14	9.32%	7,280.79	8.68%	7,581.98	8.61%	8,531.31	9.33%	8.60%	6,880.44		
Aug	6,792.62	10.34%	8,446.53	12.02%	9,262.07	11.09%	8,929.89	10.65%	10,483.29	11.90%	9,873.63	10.80%	11.13%	8,907.07		
Sept	7,988.76	12.17%	10,067.62	14.33%	9,763.48	11.69%	10,475.42	12.49%	10,754.11	12.21%	11,281.38	12.33%	12.54%	10,029.55		
Oct	10,114.38	15.40%	9,183.69	13.07%	10,931.70	13.09%	11,739.90	14.00%	11,531.20	13.09%	11,682.11	12.77%	13.57%	10,857.11		
Nov	6,713.50	10.22%	7,151.35	10.18%	9,195.28	11.01%	8,733.43	10.41%	8,751.97	9.94%	8,802.37	9.62%	10.23%	8,185.07		
Dec	5,925.93	9.03%	6,140.28	8.74%	6,533.26	7.82%	7,405.61	8.83%	7,692.23	8.73%	7,868.16	8.60%	8.63%	6,900.54		
Total	65,660.97	100.00%	70,274.16	100.00%	83,511.89	100.00%	83,860.82	100.00%	88,063.49	100.00%	91,462.80	100.00%	100.00%	80,000.00	17,375.22	4,807.77
% increase from prior year			7.03%		18.84%		0.42%		5.01%		3.86%			-12.53%		

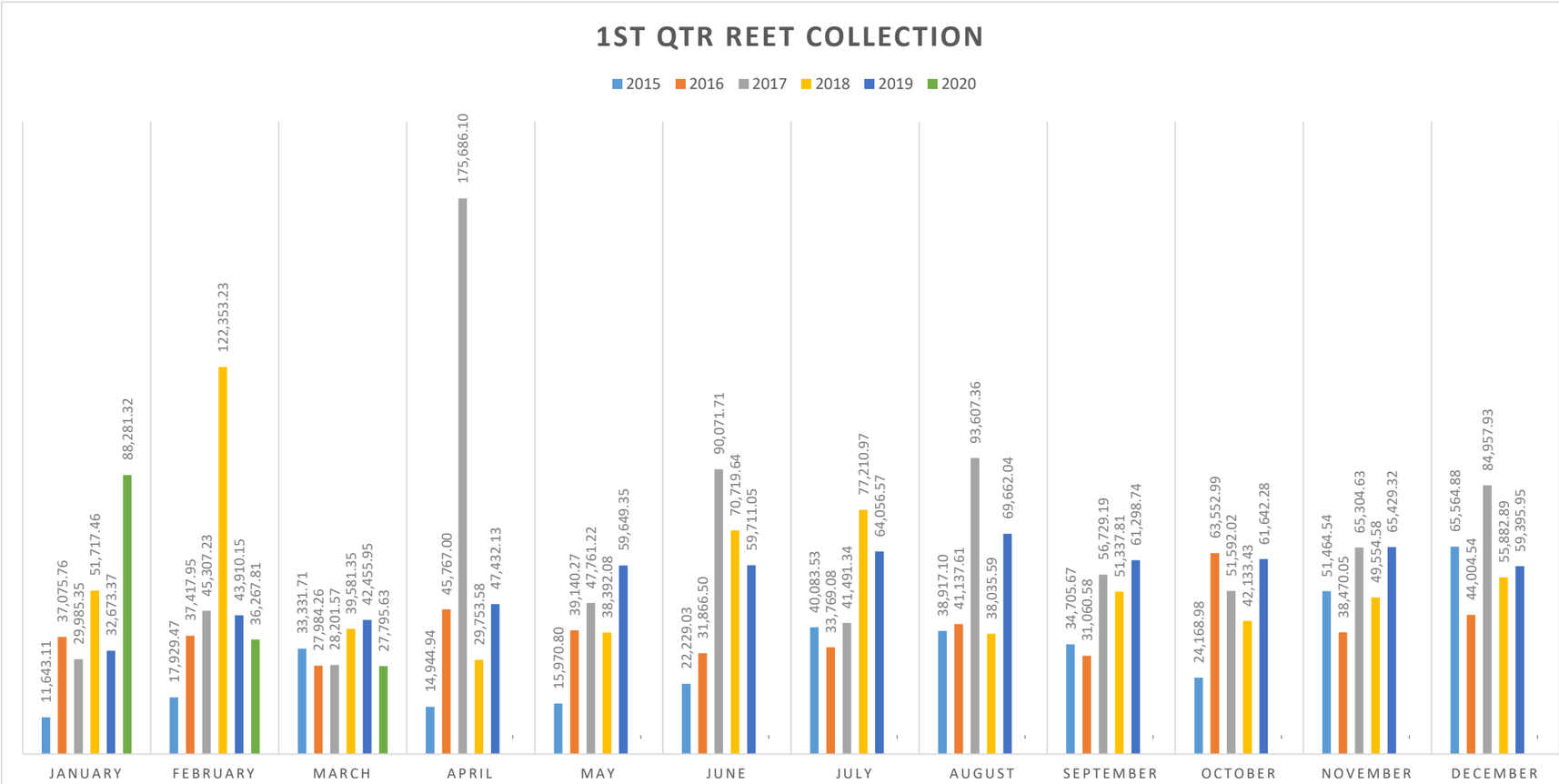
	January	February	March	April	May	June	July	August	September	October	November	December	Total
2014	3,853.43	2,989.20	3,664.57	3,802.54	4,290.78	4,661.40	4,863.86	6,792.62	7,988.76	10,114.38	6,713.50	5,925.93	65,660.97
2015	3,945.47	3,142.40	3,353.43	3,943.09	4,294.78	4,802.38	5,803.14	8,446.53	10,067.62	9,183.69	7,151.35	6,140.28	70,274.16
2016	5,407.15	4,104.18	4,301.41	4,590.35	5,034.24	6,606.63	7,782.14	9,262.07	9,763.48	10,931.70	9,195.28	6,533.26	83,511.89
2017	4,580.81	4,011.67	4,285.55	4,278.18	5,725.81	6,413.76	7,280.79	8,929.89	10,475.42	11,739.90	8,733.43	7,405.61	83,860.82
2018	4,877.69	4,675.12	4,083.41	5,003.05	5,878.66	6,750.78	7,581.98	10,483.29	10,754.11	11,531.20	8,751.97	7,692.23	88,063.49
2019	5,341.85	4,211.04	5,094.78	3,804.21	6,267.20	8,704.76	8,531.31	9,873.63	11,281.38	11,682.11	8,802.37	7,868.16	91,462.80
2020	6,119.18	4,925.12	6,330.92	-	-	-	-	-	-	-	-	-	17,375.22


LODGING TAX COLLECTION HISTORY
2014
2015
2016
2017
2018
2019
2020
JANUARY
3,853.43
3,945.47
5,407.15
4,580.81
4,877.69
5,341.85
6,119.18
FEBRUARY
2,989.20
3,142.40
4,104.18
4,011.67
4,675.12
4,211.04
4,925.12
MARCH
3,664.57
3,353.43
4,301.41
4,285.55
4,083.41
5,094.78
6,330.92
APRIL
3,802.54
3,943.09
4,590.35
4,278.18
5,003.05
3,804.21
-
MAY
4,290.78
4,294.78
5,034.24
5,725.81
5,878.66
6,267.20
-
JUNE
4,661.40
4,802.38
6,606.63
6,413.76
6,750.78
8,704.76
-
JULY
4,863.86
5,803.14
7,782.14
7,280.79
7,581.98
8,531.31
-
AUGUST
6,792.62
8,446.53
9,262.07
8,929.89
10,483.29
9,873.63
-
SEPTEMBER
7,988.76
10,067.62
9,763.48
10,475.42
10,754.11
11,281.38
-
OCTOBER
10,114.38
9,183.69
10,931.70
11,739.90
11,531.20
11,682.11
-
NOVEMBER
6,713.50
7,151.35
9,195.28
8,733.43
8,751.97
8,802.37
-
DECEMBER
5,925.93
6,140.28
6,533.26
7,405.61
7,692.23
7,868.16
-

REET Analysis
1st Quarter %

Month	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	11,643.11	3.14%	37,075.76	7.87%	29,985.35	3.70%	51,717.46	7.76%	32,673.37	4.90%	5.47%	24,622.91	88,281.32	63,658.41
Feb	17,929.47	4.83%	37,417.95	7.94%	45,307.23	5.59%	122,353.23	18.35%	43,910.15	6.58%	8.66%	38,965.64	36,267.81	(2,697.83)
March	33,331.71	8.99%	27,984.26	5.94%	28,201.57	3.48%	39,581.35	5.94%	42,455.95	6.36%	6.14%	27,631.60	27,795.63	164.03
April	14,944.94	4.03%	45,767.00	9.71%	175,686.10	21.67%	29,753.58	4.46%	47,432.13	7.11%	9.40%	42,284.34		
May	15,970.80	4.31%	39,140.27	8.31%	47,761.22	5.89%	38,392.08	5.76%	59,649.35	8.94%	6.64%	29,879.87		
June	22,229.03	5.99%	31,866.50	6.76%	90,071.71	11.11%	70,719.64	10.61%	59,711.05	8.95%	8.68%	39,078.70		
July	40,083.53	10.81%	33,769.08	7.17%	41,491.34	5.12%	77,210.97	11.58%	64,056.57	9.60%	8.85%	39,843.09		
Aug	38,917.10	10.49%	41,137.61	8.73%	93,607.36	11.55%	38,035.59	5.71%	69,662.04	10.44%	9.38%	42,220.42		
Sept	34,705.67	9.36%	31,060.58	6.59%	56,729.19	7.00%	51,337.81	7.70%	61,298.74	9.19%	7.97%	35,847.90		
Oct	24,168.98	6.52%	63,552.99	13.49%	51,592.02	6.36%	42,133.43	6.32%	61,642.28	9.24%	8.38%	37,730.44		
Nov	51,464.54	13.87%	38,470.05	8.16%	65,304.63	8.06%	49,554.58	7.43%	65,429.32	9.80%	9.47%	42,597.34		
Dec	65,564.88	17.67%	44,004.54	9.34%	84,957.93	10.48%	55,882.89	8.38%	59,395.95	8.90%	10.96%	49,297.75		
Total	370,953.76	100.00%	471,246.59	100.00%	810,695.65	100.00%	666,672.61	100.00%	667,316.90	100.00%	100.00%	450,000.00	152,344.76	61,124.61
% increase from prior year			27.04%		72.03%		-17.77%			0.10%		-32.57%		

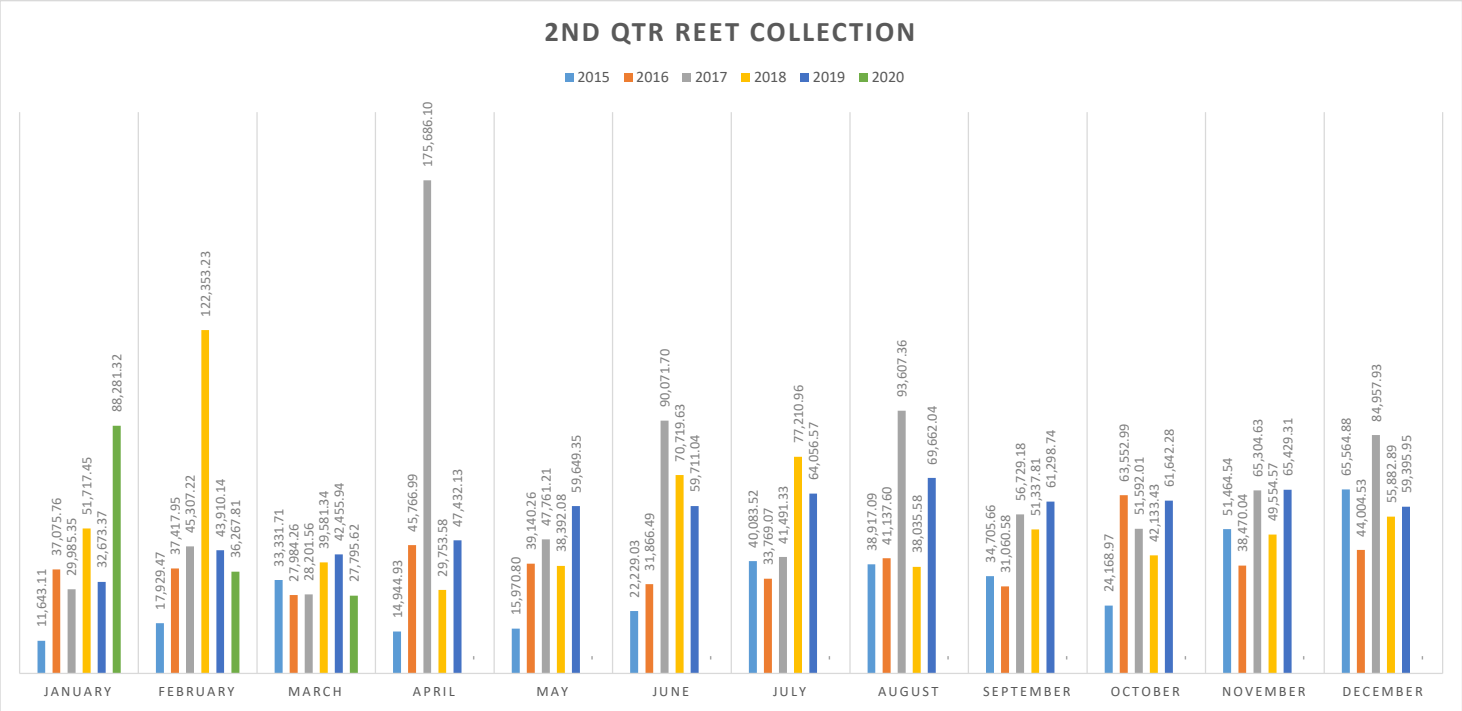
	January	February	March	April	May	June	July	August	September	October	November	December	Total
2015	11,643.11	17,929.47	33,331.71	14,944.94	15,970.80	22,229.03	40,083.53	38,917.10	34,705.67	24,168.98	51,464.54	65,564.88	370,953.76
2016	37,075.76	37,417.95	27,984.26	45,767.00	39,140.27	31,866.50	33,769.08	41,137.61	31,060.58	63,552.99	38,470.05	44,004.54	471,246.59
2017	29,985.35	45,307.23	28,201.57	175,686.10	47,761.22	90,071.71	41,491.34	93,607.36	56,729.19	51,592.02	65,304.63	84,957.93	810,695.65
2018	51,717.46	122,353.23	39,581.35	29,753.58	38,392.08	70,719.64	77,210.97	38,035.59	51,337.81	42,133.43	49,554.58	55,882.89	666,672.61
2019	32,673.37	43,910.15	42,455.95	47,432.13	59,649.35	59,711.05	64,056.57	69,662.04	61,298.74	61,642.28	65,429.32	59,395.95	667,316.90
2020	88,281.32	36,267.81	27,795.63	-	-	-	-	-	-	-	-	-	152,344.76


1ST QTR REET COLLECTION
2015
2016
2017
2018
2019
2020
JANUARY
11,643.11
37,075.76
29,985.35
51,717.46
32,673.37
88,281.32
FEBRUARY
17,929.47
37,417.95
45,307.23
122,353.23
43,910.15
36,267.81
MARCH
33,331.71
27,984.26
28,201.57
39,581.35
42,455.95
27,795.63
APRIL
14,944.94
45,767.00
175,686.10
29,753.58
47,432.13
-
MAY
15,970.80
39,140.27
47,761.22
38,392.08
59,649.35
-
JUNE
22,229.03
31,866.50
70,719.64
59,711.05
90,071.71
-
JULY
40,083.53
33,769.08
41,491.34
77,210.97
64,056.57
-
AUGUST
38,917.10
41,137.61
38,035.59
69,662.04
93,607.36
-
SEPTEMBER
34,705.67
31,060.58
56,729.19
51,337.81
61,298.74
-
OCTOBER
24,168.98
63,552.99
51,592.02
42,133.43
61,642.28
-
NOVEMBER
51,464.54
38,470.05
65,304.63
49,554.58
65,429.32
-
DECEMBER
65,564.88
44,004.54
84,957.93
55,882.89
59,395.95
-

REET Analysis
2nd Quarter %

Month	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	11,643.11	3.14%	37,075.76	7.87%	29,985.35	3.70%	51,717.45	7.76%	32,673.37	4.90%	5.47%	24,622.91	88,281.32	63,658.41
Feb	17,929.47	4.83%	37,417.95	7.94%	45,307.22	5.59%	122,353.23	18.35%	43,910.14	6.58%	8.66%	38,965.65	36,267.81	(2,697.84)
March	33,331.71	8.99%	27,984.26	5.94%	28,201.56	3.48%	39,581.34	5.94%	42,455.94	6.36%	6.14%	27,631.60	27,795.62	164.02
April	14,944.93	4.03%	45,766.99	9.71%	175,686.10	21.67%	29,753.58	4.46%	47,432.13	7.11%	9.40%	42,284.34		
May	15,970.80	4.31%	39,140.26	8.31%	47,761.21	5.89%	38,392.08	5.76%	59,649.35	8.94%	6.64%	29,879.87		
June	22,229.03	5.99%	31,866.49	6.76%	90,071.70	11.11%	70,719.63	10.61%	59,711.04	8.95%	8.68%	39,078.69		
July	40,083.52	10.81%	33,769.07	7.17%	41,491.33	5.12%	77,210.96	11.58%	64,056.57	9.60%	8.85%	39,843.08		
Aug	38,917.09	10.49%	41,137.60	8.73%	93,607.36	11.55%	38,035.58	5.71%	69,662.04	10.44%	9.38%	42,220.42		
Sept	34,705.66	9.36%	31,060.58	6.59%	56,729.18	7.00%	51,337.81	7.70%	61,298.74	9.19%	7.97%	35,847.90		
Oct	24,168.97	6.52%	63,552.99	13.49%	51,592.01	6.36%	42,133.43	6.32%	61,642.28	9.24%	8.38%	37,730.44		
Nov	51,464.54	13.87%	38,470.04	8.16%	65,304.63	8.06%	49,554.57	7.43%	65,429.31	9.80%	9.47%	42,597.34		
Dec	65,564.88	17.67%	44,004.53	9.34%	84,957.93	10.48%	55,882.89	8.38%	59,395.95	8.90%	10.96%	49,297.76		
Total	370,953.71	100.00%	471,246.52	100.00%	810,695.58	100.00%	666,672.55	100.00%	667,316.86	100.00%	100.00%	450,000.00	152,344.75	61,124.59
% increase from prior year			27.04%		72.03%		-17.77%		0.10%			-32.57%		

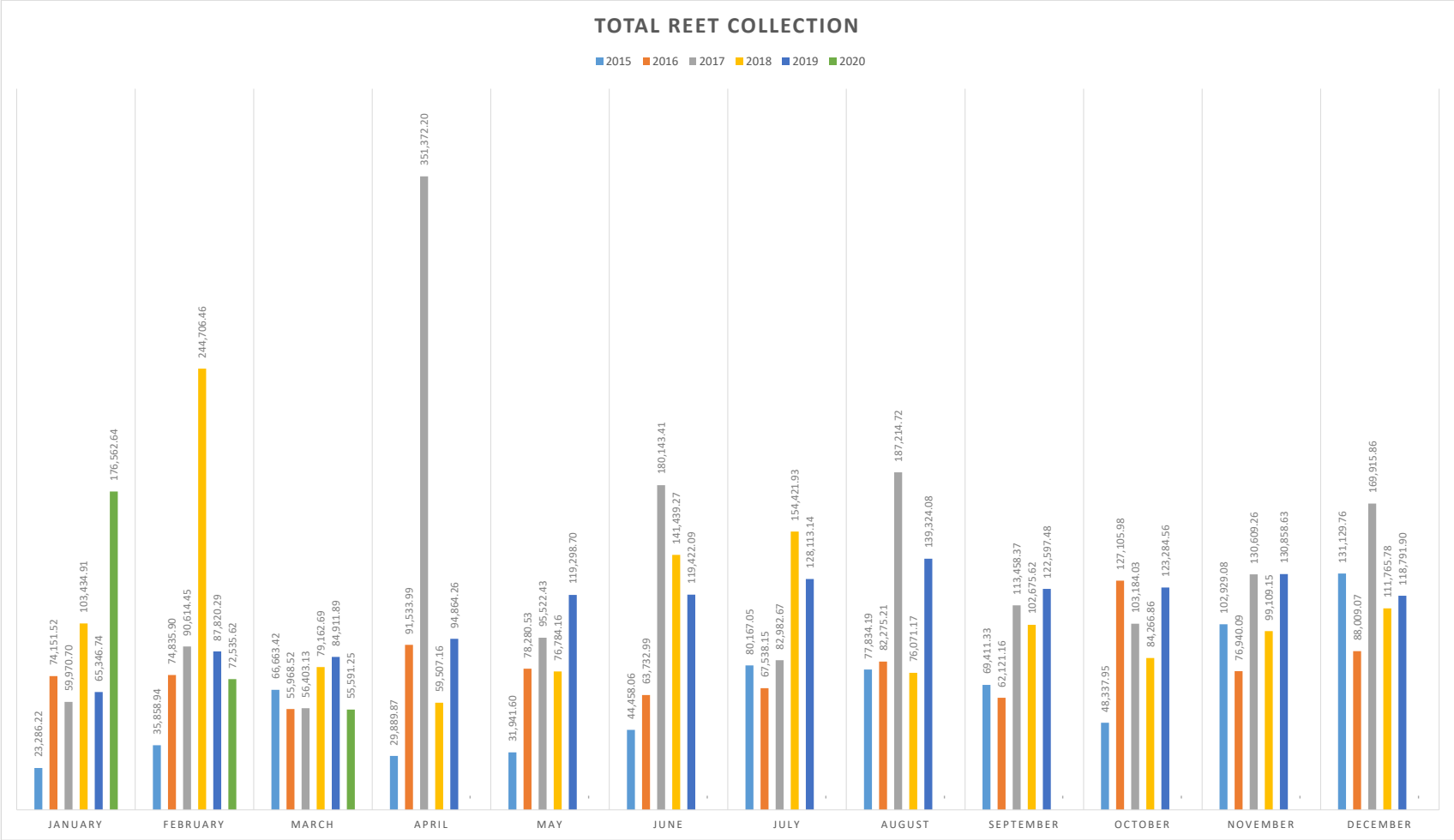
	January	February	March	April	May	June	July	August	September	October	November	December	Total
2015	11,643.11	17,929.47	33,331.71	14,944.93	15,970.80	22,229.03	40,083.52	38,917.09	34,705.66	24,168.97	51,464.54	65,564.88	370,953.71
2016	37,075.76	37,417.95	27,984.26	45,766.99	39,140.26	31,866.49	33,769.07	41,137.60	31,060.58	63,552.99	38,470.04	44,004.53	471,246.52
2017	29,985.35	45,307.22	28,201.56	175,686.10	47,761.21	90,071.70	41,491.33	93,607.36	56,729.18	51,592.01	65,304.63	84,957.93	810,695.58
2018	51,717.45	122,353.23	39,581.34	29,753.58	38,392.08	70,719.63	77,210.96	38,035.58	51,337.81	42,133.43	49,554.57	55,882.89	666,672.55
2019	32,673.37	43,910.14	42,455.94	47,432.13	59,649.35	59,711.04	64,056.57	69,662.04	61,298.74	61,642.28	65,429.31	59,395.95	667,316.86
2020	88,281.32	36,267.81	27,795.62	-	-	-	-	-	-	-	-	-	152,344.75


2ND QTR REET COLLECTION
2015
2016
2017
2018
2019
2020
11,643.11
37,075.76
29,985.35
51,717.45
32,673.37
88,281.32
17,929.47
37,417.95
45,307.22
122,353.23
43,910.14
36,267.81
33,331.71
27,984.26
28,201.56
39,581.34
42,455.94
27,795.62
14,944.93
45,766.99
175,686.10
29,753.58
47,432.13
15,970.80
39,140.26
47,761.21
38,392.08
59,649.35
22,229.03
31,866.49
90,071.70
70,719.63
59,711.04
40,083.52
33,769.07
41,491.33
77,210.96
64,056.57
38,917.09
41,137.60
93,607.36
38,035.58
69,662.04
34,705.66
31,060.58
56,729.18
51,337.81
61,298.74
24,168.97
63,552.99
51,592.01
42,133.43
61,642.28
51,464.54
38,470.04
65,304.63
49,554.57
65,429.31
65,564.88
44,004.53
84,957.93
55,882.89
59,395.95
JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER

REET Analysis
Both quarter %

Month	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	23,286.22	3.14%	74,151.52	7.87%	59,970.70	3.70%	103,434.91	7.76%	65,346.74	4.90%	5.47%	49,245.82	176,562.64	127,316.82
Feb	35,858.94	4.83%	74,835.90	7.94%	90,614.45	5.59%	244,706.46	18.35%	87,820.29	6.58%	8.66%	77,931.29	72,535.62	(5,395.67)
March	66,663.42	8.99%	55,968.52	5.94%	56,403.13	3.48%	79,162.69	5.94%	84,911.89	6.36%	6.14%	55,263.20	55,591.25	328.05
April	29,889.87	4.03%	91,533.99	9.71%	351,372.20	21.67%	59,507.16	4.46%	94,864.26	7.11%	9.40%	84,568.68	-	
May	31,941.60	4.31%	78,280.53	8.31%	95,522.43	5.89%	76,784.16	5.76%	119,298.70	8.94%	6.64%	59,759.74	-	
June	44,458.06	5.99%	63,732.99	6.76%	180,143.41	11.11%	141,439.27	10.61%	119,422.09	8.95%	8.68%	78,157.39	-	
July	80,167.05	10.81%	67,538.15	7.17%	82,982.67	5.12%	154,421.93	11.58%	128,113.14	9.60%	8.85%	79,686.17	-	
Aug	77,834.19	10.49%	82,275.21	8.73%	187,214.72	11.55%	76,071.17	5.71%	139,324.08	10.44%	9.38%	84,440.84	-	
Sept	69,411.33	9.36%	62,121.16	6.59%	113,458.37	7.00%	102,675.62	7.70%	122,597.48	9.19%	7.97%	71,695.79	-	
Oct	48,337.95	6.52%	127,105.98	13.49%	103,184.03	6.36%	84,266.86	6.32%	123,284.56	9.24%	8.38%	75,460.89	-	
Nov	102,929.08	13.87%	76,940.09	8.16%	130,609.26	8.06%	99,109.15	7.43%	130,858.63	9.80%	9.47%	85,194.68	-	
Dec	131,129.76	17.67%	88,009.07	9.34%	169,915.86	10.48%	111,765.78	8.38%	118,791.90	8.90%	10.96%	98,595.51	-	
Total	741,907.47	100.00%	942,493.11	100.00%	1,621,391.23	100.00%	1,333,345.16	100.00%	1,334,633.76	100.00%	100.00%	900,000.00	304,689.51	122,249.20
% increase from prior year			27.04%		72.03%		-17.77%		0.10%			-32.57%		

	January	February	March	April	May	June	July	August	September	October	November	December	Total
2015	23,286.22	35,858.94	66,663.42	29,889.87	31,941.60	44,458.06	80,167.05	77,834.19	69,411.33	48,337.95	102,929.08	131,129.76	741,907.47
2016	74,151.52	74,835.90	55,968.52	91,533.99	78,280.53	63,732.99	67,538.15	82,275.21	62,121.16	127,105.98	76,940.09	88,009.07	942,493.11
2017	59,970.70	90,614.45	56,403.13	351,372.20	95,522.43	180,143.41	82,982.67	187,214.72	113,458.37	103,184.03	130,609.26	169,915.86	1,621,391.23
2018	103,434.91	244,706.46	79,162.69	59,507.16	76,784.16	141,439.27	154,421.93	76,071.17	102,675.62	84,266.86	99,109.15	111,765.78	1,333,345.16
2019	65,346.74	87,820.29	84,911.89	94,864.26	119,298.70	119,422.09	128,113.14	139,324.08	122,597.48	123,284.56	130,858.63	118,791.90	1,334,633.76
2020	176,562.64	72,535.62	55,591.25	-	-	-	-	-	-	-	-	-	304,689.51


TOTAL REET COLLECTION
2015
2016
2017
2018
2019
2020
23,286.22
74,151.52
59,970.70
103,434.91
65,346.74
176,562.64
35,858.94
74,835.90
90,614.45
244,706.46
87,820.29
72,535.62
66,663.42
55,968.52
56,403.13
79,162.69
84,911.89
55,591.25
29,889.87
91,533.99
351,372.20
59,507.16
94,864.26
-
31,941.60
78,280.53
95,522.43
76,784.16
119,298.70
-
44,458.06
63,732.99
180,143.41
141,439.27
119,422.09
-
80,167.05
67,538.15
82,982.67
154,421.93
128,113.14
-
77,834.19
82,275.21
187,214.72
76,071.17
139,324.08
-
69,411.33
62,121.16
113,458.37
102,675.62
122,597.48
-
48,337.95
127,105.98
103,184.03
84,266.86
123,284.56
-
102,929.08
76,940.09
130,609.26
99,109.15
130,858.63
-
131,129.76
88,009.07
169,915.86
111,765.78
118,791.90
-
JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER

General Ledger

Revenue vs Expenses Summary

User: becky
Printed: 04/13/2020 - 6:02 PM
Fiscal Year: 2020
Fiscal Period: 3

Fund	Description	YTD Balance Before Period	Revenues for Period	Expenses for Period	Year to Date Amount
001	General Fund	4,436,995.09	1,026,477.07	1,172,223.69	4,291,248.47
002	Contingency Fund	976,322.68	6,589.86	0.00	982,912.54
008	Donation Fund	6,250.51	1,480.00	0.00	7,730.51
105	Streets	431,045.99	105,706.68	78,795.25	457,957.42
109	Tourism	77,992.77	6,858.72	0.00	84,851.49
114	Narcotic/Drug Buy Fund	47,604.51	6.90	0.00	47,611.41
117	REET	4,387,585.12	85,472.34	0.00	4,473,057.46
203	Governmental Debt Fund	3,427.23	34,387.13	34,364.00	3,450.36
307	Capital Improvements CIP	18,518.20	287.93	0.00	18,806.13
317	Parks CIP Fund	1,354,503.23	14,171.43	18,553.54	1,350,121.12
318	Streets CIP Fund	2,325,706.46	23,313.19	87,103.69	2,261,915.96
319	North Kelsey Development	2,640,457.15	17,597.78	34,364.00	2,623,690.93
411	Water Maintenance & Operations	1,266,591.94	495,523.85	395,908.08	1,366,207.71
412	Water Capital Projects	6,874,605.49	46,094.63	93,275.78	6,827,424.34
421	Sewer Maintenance & Operations	2,020,964.95	730,150.74	377,849.06	2,373,266.63
422	Sewer Capital Projects	8,282,409.55	160,766.90	46,830.81	8,396,345.64
431	Stormwater Maint & Operations	412,769.53	184,681.32	136,460.81	460,990.04
432	Stormwater Capital Projects	753,378.81	5,042.14	32,909.86	725,511.09
450	Revenue Bond Debt Reserve	2,798,079.85	18,886.14	0.00	2,816,965.99
510	Information & Tech Services	213,011.41	50,759.17	49,538.92	214,231.66
520	Equipment & Fleet Management	4,958,729.25	237,224.59	136,176.56	5,059,777.28
530	Facilities Management	80,082.11	114,411.88	79,141.18	115,352.81
621	Employee Sick Leave Reserve	332,540.34	2,244.54	0.00	334,784.88
622	Risk Management Reserve	20,141.10	135.94	0.00	20,277.04
623	Transportation Benefit Dist	2,331,362.18	110,896.92	0.00	2,442,259.10
631	Agency Fund	446,519.97	40,704.98	17,648.00	469,576.95
635	Salvation Army	104.08	138.99	0.00	243.07
636	School Mitigation Fees	90,717.00	0.00	82,470.00	8,247.00
637	WSDOT Agency/Traffic	52,348.24	0.00	0.00	52,348.24
	Report Totals:	47,640,764.74	3,520,011.76	2,873,613.23	48,287,163.27
	Cash				-11,922,501.98
	Investments				-36,319,608.30
	Accrual adjustment				-45,052.99
	Total				0.00

March 31, 2020 Investment Report

Short Term Investments:

LGIP	$	8,127,938.25
Opus Bank	$	5,945,471.47
subtotal short-term	$	14,073,409.72

Long Term Investments:

US Bank safekeeping	$	22,246,198.58
Total Investments	**$**	**36,319,608.30**

Interest reinvested thru 03/2020	$	58,048.10
Interest received thru 03/2020	$	384,635.96
Total interest earned 2020 to date	**$**	**442,684.06**

Short-term investments offer same day liquidity without penalty. The LGIP (Local Government Investment Pool) is managed by the State Treasurer's office. Interest rate earnings fluctuate each month depending on the pool's performance. March's net interest rate was 1.2926%, a decrease of 0.3861% from February's rate of 1.6787%.

The Opus Bank account is a public interest checking account that charges no fees. The interest rate is tied to the LGIP as a benchmark, with a one month lag. March's annual percentage yield was 1.81%.

Long-term investments are invested into various allowable governmental securities such as Federal Home Loan Bank securities, Federal National Mortgage Assn securities, etc. Maturity dates range from August 2020 through June 2024 and interest rates range from 0.520% to 2.62%. Unlike the LGIP and Opus Bank investments, interest is not reinvested as earned, but realized as investment cash revenues to support our operations.

Recent actions taken by the Federal Reserve has affected the investment market. Interest rates continue to drop. For the City's portfolio, this caused six of our investments to be called early, with a seventh scheduled to be called on April 1, 2020. Investments called early in March totalled $11,864,142.48. We have reinvested $6,206,755.89 of this, which three more purchases for $4,036,040.67 scheduled in April.

Returns due to the early calls have been healthy, up to 2.78%. However, the City has had to reinvest this money for a much lower interest rate than recent returns (average of 0.5%). The strategy has been to reinvest these funds at a shorter maturity range so that if and when rates start increasing again, this money won't be tied up for too long. There is minimal investment earning risk by investing on a shorter horizon. While there is no risk to principal, the risk in in the opportunity risk associated with investment earnings.

City of Monroe Donations - 2020

Date	Donor/Vendor	Dog Park Wiggly Field
1/1/2020	Balance Forward	-
	Balance	**-**

Date	Donor/Vendor	Community Egg Hunt
1/1/2020	Balance Forward	2,763.57
2/18/2020	Park Place Comm Church	100.00
2/20/2020	Natural Factors	50.00
2/24/2020	Kaufman Chiro Clinic	100.00
3/4/2020	MPOA	250.00
3/4/2020	Rotary Club of Monroe	1,000.00
3/9/2020	Ray Sayah/Renee Uribe-Saya	50.00
	Balance	**4,313.57**

Date	Donor/Vendor	Movies Under the Moon
1/1/2020	Balance Forward	727.17
	Balance	**727.17**

Date	Donor/Vendor	Police Dept. K-9
1/1/2020	Balance Forward	325.51
	Balance	**325.51**

Date	Donor/Vendor	Flowers & Parks
1/1/2020	Balance Forward	162.89
	Balance	**162.89**

Non-Cash Donations

Date	Donor/Vendor	JVM Memorial Garden
1/1/2020	Balance Forward	121.37
	Balance	**121.37**

Date	Donor	Donation Value	Description
	Total Value	**-**	

Date	Donor/Vendor	Misc. Specific Purpose	Description
1/1/2020	Balance Forward	600.00	Wings & Wheels (carry over)
	Balance	**600.00**	

City of Monroe, Washington
Parks & Recreation Department

March, 2020

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

Parks & Recreation Department COVID-19 Response Actions

- Playgrounds are closed
- We have posted signs encouraging social distancing and sanitation in our parks and on our buildings.
- Parks restrooms, parking lots, sports courts & athletic fields, picnic shelters, Lake Tye skate park and Wiggly Field dog park are closed.

- Due to lack of adherence by some members of the community for physical distancing requirements, staff rented construction fencing to surround the skate park, consisting of 6ft-high self-standing chain link panels that bolt together. 'No Trespass' signage is attached to the fencing on all four sides. This is a more durable method to limit access to the skate park while the Governor's stay at home order remains in place. This should reduce the need for our police to stop at the skate park to contact people and put back up the previous measure of barricades, yellow tape, and signs.

- All park facility and special event applications for scheduled events through May 4 are cancelled. Reservations beyond May 4 will continue to be accepted under the condition that they may be subject to cancellation.
- Office staff are working from home, available by email and phone working on tasks, projects, customer service as well as completing online training opportunity modules.
- Field staff are working a split field/work from home schedule. **In Field:** focus on sanitation, safety inspection of park/trail facilities, mowing only in compliance with the Governor's order; **Work from home:** complete online education training modules.

- Beginning Monday, March 30, the city placed an ADA sanican and hand washing station at the north end of City Hall as a public service. The sanican will be maintained by a vendor weekly or more frequently as needed. Staff are checking it daily. Due to light use, it is receiving weekly servicing on Fridays.

Operations

In addition to regular jobs and ongoing encampment work in early March, Parks Crew members had Blood Borne Pathogen and Anti-Harassment training and graffiti/vandalism repairs throughout the parks. Mid-March the focus started to change in order to keep up with cleaning and disinfecting tasks surrounding the parks restrooms, playgrounds, shelters and fixtures.

In March, a sewage lift-station was installed at Skykomish River Park's to improve wastewater system. In the past, the old lift station would experience frequent failures during large scheduled events. These failures would often result in overflows and in result, bathroom closures causing significant inconvenience to the community members enjoying the event. Last month, city utility crews installed a new duplex grinder pump system with an increased hydraulic capacity, redundancy, and grinder technology to reduce the chance of clogs. This improvement will serve as a great improvement in the reliability and effectiveness of that important function of the park.

City utility crews installed a new duplex grinder pump system at Skykomish River Park.

Monroe Park Board

Due to COVID-19 the March Park Board meeting was cancelled. More detailed information on the Western Washington University Sustainable Communities Program presented to the Park Board on February 20th at the end of this document. Their presentation can be viewed at https://bit.ly/2xI6vCG.

City Parks Unmarked Trails Inspections

In 2017, a weekly maintenance monitoring emphasis by park staff was initiated on unmarked trails at Al Borlin and Sky River Parks to identify and resolve, in cooperation with our Police Department, any unlawful encampments that may occur in City parks. Attached is the comprehensive data from 2017 to preview. The following is a summary of data for the past month:

Locations: Al Borlin Park

DATE	TOTAL LABOR HOURS	# BAGS OF LITTER COLLECTED	NOTES
3/4	6	0	
3/10	7	0	
3/17	10.5	1	
3/25	5.5	0	
Avg.	**7.25**	**.25**	
			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.

Western Washington University Sustainable Communities Program
City of Monroe Partnership Project Wrap-up

WWU Students presented to the February 20th Park Board

Summary

Western Washington University (WWU) students participating in Sustainable Communities Program (Program) concluded the program's coursework with a presentation to City of Monroe's Park Board February 20, 2020. The student's work represented the last of three courses which studied the City's proposed temporary trail (Trail) within the Washington State Department of Transportation (WSDOT) US 2 Bypass right-of-way, between Chain Lake Road to the east and eastern edge of Snohomish County Fairgrounds. The Program provided an opportunity for students to use the Trail project to gain experience working on an actual project with real-world conditions and clients.

The proposed Trail was selected by the City for WWU to use as a study area with the goal of delivering reports addressing three planning elements: community outreach, transportation analysis, and environmental assessment of the proposed trail. The purpose of the delivered reports is to help the City negotiate a temporary trail easement with WSDOT to use the US 2 right-of-way for the Trail.

Background

WWU contacted the City of Monroe May 2018 requesting the City submit project proposals for the Program during scholastic year 2018-2019. The Program offers municipal agencies the opportunity to partner with WWU students and faculty to advance a mutually agreed-upon, community project. The partnering entity (e.g. City of Monroe) receives faculty and students work through a variety of studio and service-learning courses providing students experience tackling real-world projects.

During their June 5, 2018 meeting, City Council reviewed the Program and discussed possible projects which would benefit from a student-faculty study. The City selected planning the Trail as the Program's project area. Student work commenced during the 2018-2019 academic school year. The original scope of work included community meetings and outreach report, transportation study, wetland identification, and environmental assessment report. The wetlands identification class was later dropped and trail limits set at the Snohomish Fairgrounds eastern limit. Final cost for WWU Program work was $19,233.75.

Deliverables

The three courses and completed final reports were completed under faculty direction of WWU's Environmental Studies Department (ENVS) from fall 2018 to fall 2019:

1. Fall 2018 brought students to Monroe enrolled in ENVS 475 *Community Development and Participatory Methods,* taught by Dr. Tammi Laninga. Student's coordinated with City staff, Snohomish County's Evergreen State Fairgrounds, conducted public open house, and site visits as a part of their work. Included in their report are the findings from the student-held community outreach meeting on November 14, 2018, at the Seventh Day Adventist Church in Monroe and focused on outreach, design input, and research for the proposed trail. Feedback from this meeting as well as the other teams' findings are included in their final report.

2. During the following scholastic quarter, winter and spring students followed with ENVS 373 *Transportation Systems Analysis,* taught by Dr. Paul Stangl. Their final report utilized the research and community outreach feedback acquired from ENVS 475 in combination with best practices in transportation planning and transportation data specific to the area of study. The transportation analysis includes a walking survey compiled from 26 students who walked the surrounding trail area and reported their findings. Their final report analyzed transportation impacts and made recommendations associated with implementation of the Trail. It describes the value of different potential Trail entrances and identifies improvements to adjoining pedestrian and bicycle networks to improve access to the Trail.

3. The final class in the program, ENVS 493 *Environmental Impact Assessment,* taught by Dr. Tammi Laninga referenced work completed in ENVS 475 and ENVS 373 as well as original research. WWU Huxley School of the Environment offers Environmental Impact Assessment (EIA) as a culminating course known as a capstone. The report generated from this class is an Environmental Impact Statement (EIS) conducted by WWU seniors as the final project in the EIA Capstone course. The environmental factors identified as being potentially impacted by the Trail are earth, water, plants, recreation, transportation, and aesthetics.

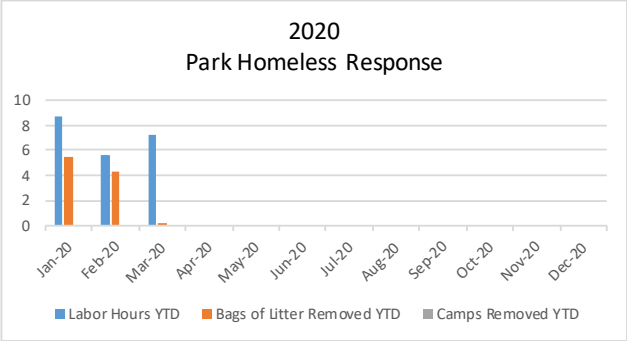
4. Completed fall of 2019 and presented to the Park Board February 20, 2020, the report assesses the proposed Trail impacts to the environment with special attention paid to potential adverse impacts to critical areas, including wetlands, streams, and steep slopes. The report identified existing and future erosion as posing the greatest environmental issue and provides mitigating features such as replanting, general cleanup, bridging over drainage, and signage.

Next Steps

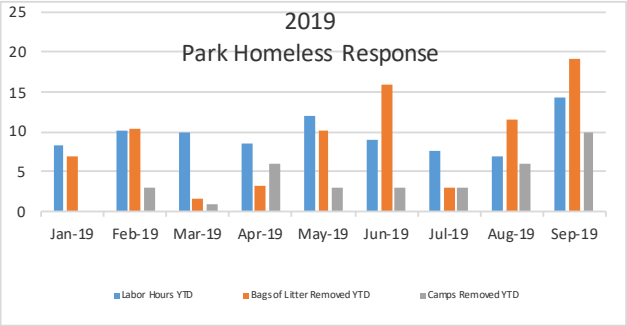
The three reports will assist City staff in developing a conceptual site plan to be used in future discussions with WSDOT. If a temporary trail easement is granted to the City of Monroe by WSDOT, the Trail is proposed to be volunteer-developed and maintained. The City would plan to reach out to volunteer organizations such as Washington Trails Association for assistance to develop trail building and maintenance plans, and to work with WSDOT planners and other stakeholders to establish Trail development criteria and a timeline.

2017-2020
Park Homelessness Response

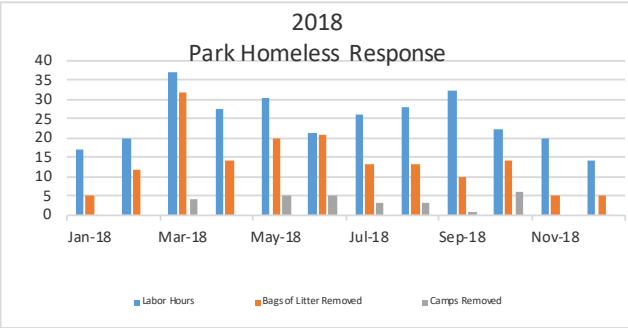
	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-20	8.75	5.5	0
Feb-20	5.67	4.33	0
Mar-20	7.25	0.25	0
Apr-20			
May-20			
Jun-20			
Jul-20			
Aug-20			
Sep-20			
Oct-20			
Nov-20			
Dec-20			
Total 2020	**21.67**	**10.08**	**0**



	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**

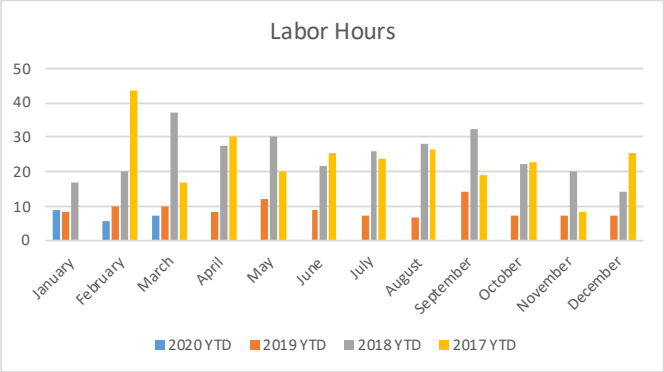


	Labor Hours	Bags of Litter Removed	Camps Removed
Jan-18	17	5	0
Feb-18	20	12	0
Mar-18	37	32	4
Apr-18	27.5	14	0
May-18	30.5	20	5
Jun-18	21.5	21	5
Jul-18	26	13	3
Aug-18	28	13	3
Sep-18	32.5	10	1
Oct-18	22.5	14	6
Nov-18	20	5	0
Dec-18	14	5	0
Total 2018	**296.5**	**164**	**27**

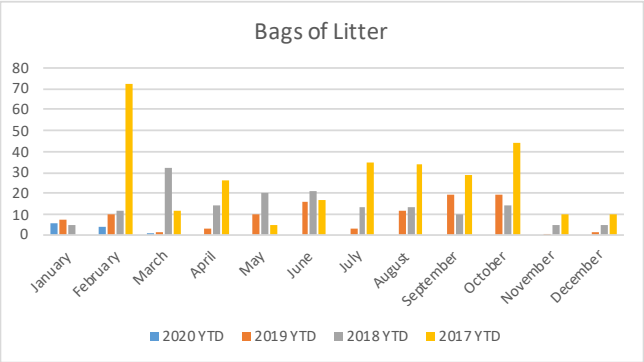


	Labor Hours	Bags of Litter Removed	Camps Removed
Feb-17	43.5	72.5	4
Mar-17	17	12	3
Apr-17	30	26	0
May-17	20	5	0
Jun-17	25.5	17	2
Jul-17	24	35	3
Aug-17	26.5	34	3
Sep-17	19	29	2
Oct-17	23	44	1
Nov-17	8.5	10	3
Dec-17	25.5	10	1
Total 2017	**262.5**	**294.5**	**22**

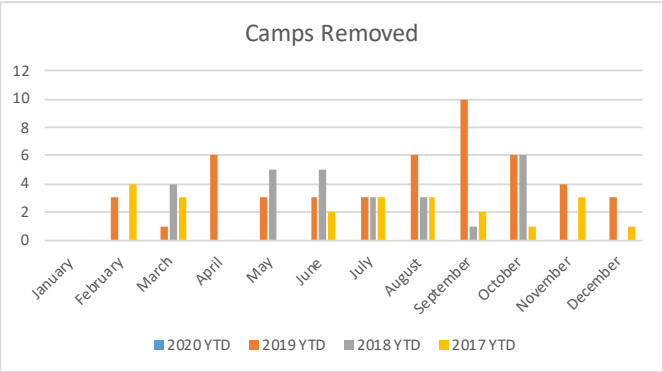
Labor Hours	2020 YTD	2019 YTD	2018 YTD	2017 YTD
January	8.75	8.3	17	0
February	5.67	10.2	20	43.5
March	7.25	10	37	17
April		8.5	27.5	30
May		11.9	30.5	20
June		9	21.5	25.5
July		7.5	26	24
August		6.9	28	26.5
September		14.25	32.5	19
October		7.3	22.5	23
November		7.5	20	8.5
December		7.3	14	25.5



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



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



Monroe Police Department
Monthly Council Report
March 2020

- **SIGNIFICANT CASES/EVENTS**

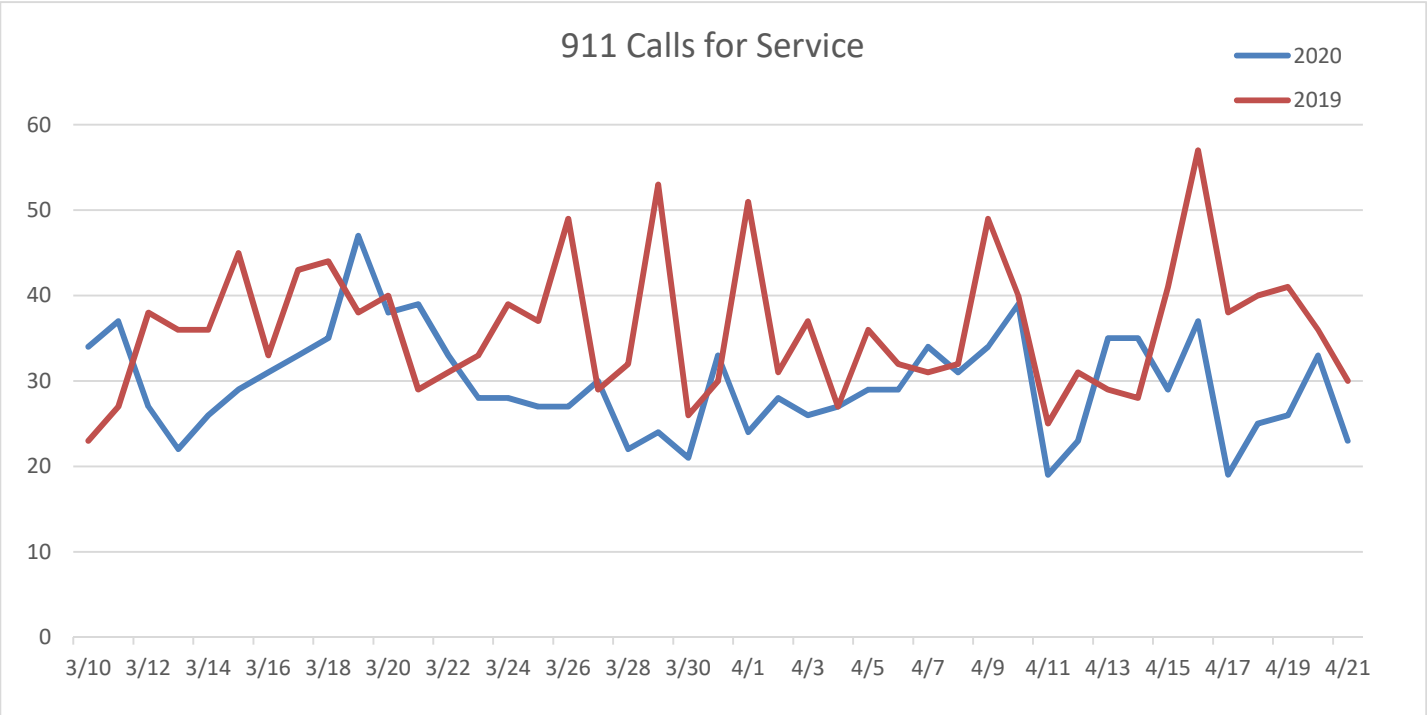
  - **April 19, 2020** – Officers responded to a residential house fire and were told that there was one child still in the house. The officers quickly entered the home and searched for the girl through a smoked filled hallway. Officer Patton came upon a bedroom with visible flames and upon calling out for the child with no answer, closed the door. They could not locate the child and exited upon the arrival of the firefighters. Medic 31 was able to locate the child in a closed toy trunk in an adjacent bedroom and brought her outside the home to safety. Snohomish County Fire District 7 thanked the police officers for their quick thinking in closing the bedroom door that helped contain the fire.

  - **April 13, 2020** – Officer Steinbach responded to a suspicious call for possible drug activity in the parking lot of a grocery store. She arrived on scene and observed behavior by the male in the vehicle that was consistent with a narcotics user. Officer Steinbach then contacted the subject and observed in plain sight what appeared to be illegal narcotics. The vehicle was impounded and a search warrant was obtained. The search warrant located 17.6 grams of meth, 1.8 grams of heroin, and drug paraphernalia.

  - **April 8, 2020** – Officer Kornish observed what appeared to be a drug deal in a gas station parking lot. He contacted one of the subjects who subsequently confessed to selling drugs. The subject's vehicle was impounded and a search warrant was served which resulted in 53 grams of meth, 14.4 grams heroin, 63 M/30 blues suspect fentanyl, 59 sub strips, 20 zan bars, 42 unidentified pills, and $850 cash.

- **WSR EVENTS**

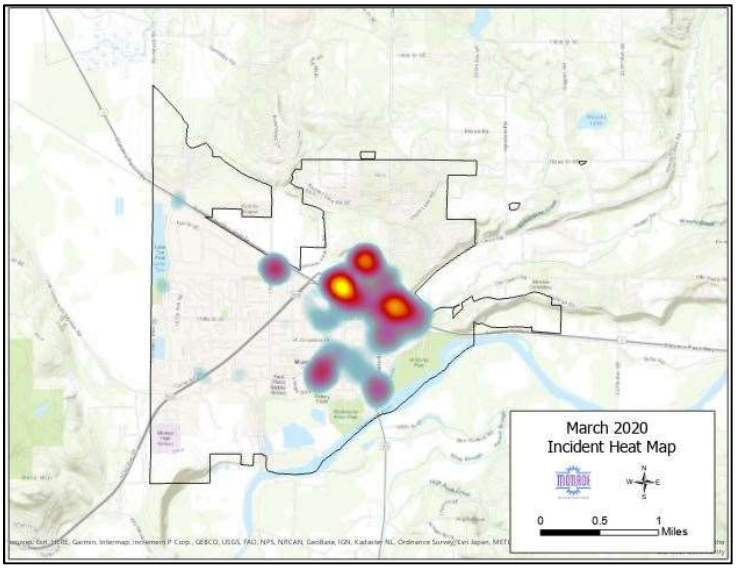
  - **April 16, 2020** – The department received a list from WASPC of DOC offenders to be released pursuant to Governor Inslee's plan. 85 offenders were on the list whose county of origin was listed as Snohomish.
  - **April 14, 2020** – Officers responded to the report of a bomb under the Community Corrections Building. A female called claiming she had C4 and was tired of seeing the prisoners "exploited." WSP bomb squad and K9's responded. No evidence of explosives were located. The origination of the bomb call is being investigated.
  - **April 9, 2020** – Assisted at WSR with inmate riot. Inmates were not outside the fence just refusing to go inside. Monroe PD, SCSO, WSP, Lake Stevens PD assisted with the perimeter during this incident.
  - **April 6, 2020** – A few family members of inmates organized a protest/demonstration due to an inmate being diagnosed with COVID-19.



Officers Nelson and Block responding to a call for service.

- ## DEPARTMENT STATISTICS

	March	2020 YTD	2019 YTD	2018 YTD
Burglaries	2	5	14	6
Vehicle Prowls	4	28	29	12
Vehicle Thefts	3	10	17	3
Vehicle Recoveries	2	5	4	8
Collisions	13	69	70	74
Dispatched Calls	917	2,692	2,749	2,789
Self-Initiated Calls	798	3,055	3,719	2,640
Case Reports	213	751	725	750
Tickets	151	615	866	665
Arrests	67	227	153	221
Code – Abandoned vehicle	15	73	57	85
Code – Animal calls for service	31	76	62	53
Code – Nuisance	57	160	236	210
Code – Parking complaints	13	57	89	72
Public Records Requests	68	238	271	287



MONROE THIS WEEK

April 24, 2020 • Vol 6/Edition 15

Thank you for reading Monroe This Week.

This week's edition provides details on new federal legislation expanding small business support and COVID-19 testing, our local celebration of Arbor Day, plans for our next community Town Hall meeting, a wonderful recognition of a dedicated school district staff member, and family fire safety tips.

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

CONGRESS APPROVES FUNDS FOR SMALL BUSINESS SUPPORT AND INCREASED COVID-19 TESTING

Yesterday afternoon, Congress passed new legislation providing support to small businesses and additional resources to combat COVID-19. Totaling over $480

billion, the bill dedicates an additional $310 billion to the **Paycheck Protection Program**. Introduced by the passage of the CARES Act, the Paycheck Protection Program is a loan program designed as a direct incentive for small businesses to keep employees on the payroll. Administered through the federal **Small Business Administration**, loans will be forgiven if employees are kept on the payroll for at least eight weeks and loan funds are used for payroll, rent, mortgage interest and/or utilities. Congress also approved an additional $75 billion to help hospitals and healthcare providers address COVID-19 and $25 billion to facilitate and expand COVID-19 testing.

CITY RECOGNIZES ARBOR DAY WITH TREE PLANTING

This morning I issued a **Proclamation** recognizing today, April 24th, as Arbor Day. In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This new holiday was first celebrated with the planting of one million trees across the state of Nebraska. From that ambitious beginning sprang a holiday that in 2020 marks its 148th anniversary and is recognized throughout the nation and world. In honor of Arbor Day, and this past Wednesday's Earth Day, today, while following social distancing, staff of the Parks Department will plant a Pacific Sunset Maple at Lake Tye Park. The city is fortunate to have two red maple trees donated this year; the first was received from a group of gardening friends in honor of the Monroe Garden Club, and I have the honor of donating the second. Both trees will be planted on either side of the concrete stage at the south end of Lake Tye, with the second tree to be received and planted at a later date when we hope to hold a delayed public celebration.

In recognition of our efforts to green up our city, last April the City of Monroe was recognized as a **Tree City**. Since 1976, the **Arbor Day Foundation** has recognized over 3,400 communities across the country as Tree Cities for their commitment to manage and expand public trees. I encourage you to read today's Proclamation, which recognizes the numerous contributions trees make to our environment, ecosystem and quality of life.

SAVE THE DATE: CITY TO HOST NEXT TOWN HALL MAY 5

Following up on last week's successful and well attended presentation, the City will host a virtual Town Hall meeting on Thursday, May 6th at 6:00 p.m. Yesterday, Congress completed passage of legislation dedicating an additional $310 billion to the Paycheck Protection Program established by passage of the CARES Act.

Funds from the initial allocation were quickly exhausted, necessitating the passage of this supplemental legislation. At the May 6th meeting, Economic Development Specialist James Palmer will provide details on the application process and eligibility requirements for this new application cycle. Check back to *Monroe This Week* next Friday for further agenda details and information on how to join the meeting.

MONROE SCHOOL DISTRICT COUNSELOR RECOGNIZED AS EMPLOYEE OF THE YEAR

On Monday, April 20th, **Northwest Educational Service District 189** named Erin Wood as the **2020 Regional Classified Employee** of the Year. Ms. Wood is a Licensed Mental Health Counselor and Behavioral Health Specialist for the **Monroe School District**, a position she has held for the past five years. As the district's primary voice on mental health, Ms. Wood serves all ten of the district's school buildings and regularly consults on the social and emotional needs of students at all levels of the district. Congratulations, Ms. Wood, and thank you for your dedication to Monroe's youth!

DOES YOUR FAMILY HAVE A FIRE ESCAPE PLAN?

During this time of Stay Home/Stay Healthy, **Snohomish County Fire District 7** encourages families to create and practice their **fire escape plan**. Part of this plan is to make sure your home has working smoke alarms. It is important to discuss your plan with everyone living in your home, especially children. Along with fire escape planning, Fire District 7 encourages sleeping with bedroom doors closed. This **video** from UL Firefighter Safety demonstrates the effectiveness of having a closed door during a fire. In a recent house fire, Monroe police officers closed the door to the bedroom where the fire originated; this quick action slowed the spread of the fire and helped save the life of a rescued child. It is estimated that families have about 3 minutes to get out of a house in the event of a house fire. Having working smoke alarms, a family escape plan, and closing your bedroom door at night can save a life.

CITY THANKS GROCERY AND PHARMACY PROVIDERS

Last week I shared the good news that Washington State is on track in efforts to flatten the COVID-19 curve. In that article,

I provided links to videos the city produced encouraging us all to maintain social distancing to keep the curve flat, and providing best practice tips to businesses to help their customers maintain social distancing in their establishments. This week we extend our **sincere thanks** to our grocery and pharmacy providers that have both remained open and implemented social distancing practices in their buildings to help ensure continued health for their employees, ourselves and our families as their customers, and our community as a whole. **#KeepTheCurveFlat**.

UPCOMING CITY COUNCIL MEETING

The City Council will meet in a Regular Business Meeting on Tuesday, April 28, 2020. The meeting will be held via the Zoom remote meeting platform and participation information will be posted with the April 28th agenda.

Council Agendas/Minutes

CITY COUNCIL MEMBERS

Councilmember
Kevin Hanford

Councilmember
Patsy Cudaback

Councilmember
Jeff Rasmussen

Councilmember
Heather Rousey

Councilmember
Ed Davis

Councilmember
Jason Gamble

Councilmember
Kirk Scarboro

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