



# MONROE PARK BOARD

Regular Meeting  
Thursday, May 19, 2022, 7:00 PM  
Zoom Online Meeting Platform

**Park Board Members**  
Jessie Robinson, Chair  
Keith Dahlenburg, Member  
Amy Martin, Member  
Mariana Medina, Member  
Ron Petrick, Member

## 1. CALL TO ORDER

Virtual Participation Information: The Park Board meeting will be held virtually via Zoom Meeting. Due to the COVID-19 crisis, and OPMA guidance issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Join Zoom Meeting

<https://us02web.zoom.us/j/7240999919?pwd=enJpb3AxVkhHWVRkVzBnb0ZaeFpZdz09>

Meeting ID: 724 099 9919

Password: 2022

One tap mobile

+12532158782 (Tacoma)

## 2. ROLL CALL

- |                          |                  |              |
|--------------------------|------------------|--------------|
| <input type="checkbox"/> | Jessie Robinson  | Chairperson  |
| <input type="checkbox"/> | Amy Martin       | Board Member |
| <input type="checkbox"/> | Keith Dahlenburg | Board Member |
| <input type="checkbox"/> | Ron Petrick      | Board Member |
| <input type="checkbox"/> | Mariana Medina   | Board Member |

## 3. ANNOUNCEMENTS/PRESENTATIONS

- |      |  |        |
|------|--|--------|
| 3.1. | Recognition of Service - <i>Mike Farrell</i><br><a href="#">Agenda Bill - Certificate of Appreciation - Pdf</a>  | 3 - 6  |
| 3.2. | 2021 Annual Economic Development Report - <i>Deborah Knight</i><br>Review the 2021 Annual Economic Report. Discuss the nexus between the city's investment in parks and recreation facilities and the city's economic development strategy.<br><a href="#">Agenda Bill - 2021 Annual Economic Development Report - Pdf</a> | 7 - 54 |

## 4. APPROVAL OF MINUTES

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

- 4.1. Minutes from April 21, 2022 Park Board Meeting 55 - 56  
[Park Board - 21 Apr 2022 - Minutes - Pdf](#)

## 5. PUBLIC COMMENTS

*(This time is set aside for members of the public to speak to the Park Board on any issue related to the City of Monroe; except any quasi-judicial matter subject to a public hearing. Three minutes will be allowed per speaker.)*

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

Written comments can be emailed to [MOhlsen@MonroeWA.gov](mailto:MOhlsen@MonroeWA.gov), and must be received by 4:00 p.m. the day before the meeting. Pursuant to Monroe City Council Rules of Procedure, written comments will not be read into the record and will be forwarded to Boardmembers.

## 6. NEW BUSINESS

- 6.1. Naming of North Hill Area Park - *Mike Farrell* 57 - 91  
[Agenda Bill - Naming of North Hill Area Park - Pdf](#)
- 6.2. Park Board Hybrid Meeting Format - *Ben Swanson* 92 - 93  
[Agenda Bill - Hybrid Park Board Meetings - Pdf](#)

## 7. STAFF/DEPARTMENT REPORTS

- 7.1. Parks Department Report - *Ben Swanson* 94 - 102  
[ParksDeptUpdateApril22](#)
- 7.2. Community Development Department Report - *Ben Swanson* 103 - 118  
[CD March 2022 Monthly Report](#)

## 8. ADJOURNMENT

The next meeting is scheduled for **Thursday, June 16th at 7:00pm.**



# AGENDA BILL

**Meeting Date:** May 19, 2022

**Meeting Type:** Park Board

**Staff Contact:** Mike Farrell, Parks & Recreation  
Director

**Department:** Parks & Recreation

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**SUBJECT:** Certificate of Appreciation

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**PREVIOUS DISCUSSION:**

N/A

**PUBLIC HEARING(S):**

N/A

**REQUESTED ACTION:**

N/A

**POLICY CONSIDERATIONS:**

N/A

**DESCRIPTION/BACKGROUND:**

Presentation of Certificate of Appreciation to Devlin Piplic and Daniel Enrico for their service on the Park Board.

**FISCAL IMPACTS:**

N/A

**TIME CONSTRAINTS:**

N/A

**ALTERNATIVES TO REQUESTED ACTION:**

N/A

**ATTACHMENTS:**

[Certificate Board Member -Daniel Enrico](#)

[Certificate Board Member -Devlin Piplic](#)



# Certificate of Appreciation

*Presented to:*

Daniel Enrico

*With sincere appreciation  
for your dedicated service,  
contributions, and devotion to the  
City of Monroe serving on the Park  
Board from January 1, 2019 to  
April 21, 2022*



A handwritten signature in purple ink, appearing to read "G. Thomas", is positioned above a horizontal line.

Mayor Geoffrey Thomas

# Certificate of Appreciation

*Presented to:*

Devlin Piplic

*With sincere appreciation  
for your dedicated service,  
contributions, and devotion to the  
City of Monroe serving on the Park  
Board from December 8, 2015 to  
January 20, 2022.*



A handwritten signature in blue ink, appearing to read "G. Thomas", is positioned above a horizontal line.

Mayor Geoffrey Thomas



# AGENDA BILL

**Meeting Date:** May 19, 2022

**Meeting Type:** Park Board

**Staff Contact:** Deborah Knight, City Administrator

**Department:** Executive

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**SUBJECT: 2021 Annual Economic Development Report**

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## REQUESTED ACTION:

Review the 2021 Annual Economic Report. Discuss the nexus between the city's investment in parks and recreation facilities and the city's economic development strategy.

## POLICY CONSIDERATIONS:

One of the city's primary economic development strategies is tourism, promotion, and marketing. It is important to understand current economic development trends in order to coordinate the city's economic development strategy and future investments in park facilities and open space as prioritized in the 2022 Park Recreation and Open Space (PROS) Plan.

## DESCRIPTION/BACKGROUND:

Each year, James Palmer, the city's economic development specialist works with the Economic Development Advisory Board (EDAB) to summarize the city's economic development strategies, economic health, analysis of key indicators; and business survey results.

The Economic Development Advisory Board consists of 7 voting members representing a cross section of the business community with a balance of business type, location, and size. The Board meets at 8am on the second and fourth Thursdays of the month. The meetings are open to the public.

## Economic Development Strategies

In 2018, the EDAB reviewed the recommendations in the 2015 Economic Development Report, 2008 Downtown Master Plan, and the 2011 Branding Plan. The Board recommended a set of priority investments to the City Council including gateway and wayfinding signs, sidewalk improvements along US 2, and a lodging needs assessment. Many of these projects are complete or underway. The EDAB will evaluate new opportunities and priorities during the 2025 Comprehensive Plan Update. This work will identify local "centers" including downtown and North Kelsey to connect housing, retail, and recreation activities. Until a new comprehensive plan is adopted, the city continues to focus on the economic development strategies identified in the Economic Development Chapter of the 2015 Comprehensive Plan.

The 2021 Annual Report describes the connection between the priorities identified in 2015 and the new economic development requirements for the 2025 Comprehensive Plan. The city's 2015 economic development strategy is to:

- Develop a thriving downtown with a vibrant Main Street
- Creating a great place to start and grow a business
- Promoting Monroe as an outdoor adventure destination
- Maintaining US 2 as a regional retail center
- Advancing efforts to create a walkable, accessible, and interconnected community.

The Monroe Parks and Recreation Department is one of the most valuable partners helping to implement the city's economic development strategy. The city's miles of riverfront, parks, and recreation facilities are a key asset for business recruitment, retention, and expansion. The 2022 PROS Plan guides the City's future investment in parks, facilities, trails, programs, and events—so that Monroe can be a community that residents, as well as visitors, want to enjoy.

### Economic Health and Indicators

The 2021 Annual Report evaluates the city's overall economic health by monitoring a set of economic indicators. Economic indicators provide a statistical analysis or snapshot of activity in any given time. It is easier to make adjustments and take advantage of opportunities by understanding the city's current position. The 2021 Annual Report indicates Monroe businesses experienced some pain during the pandemic, particularly small locally owned businesses, but the Monroe business community is in a strong position to move forward.

#### HIGHLIGHTS:

- The number of business licenses with a Monroe endorsement continues to grow
- New housing starts held strong and continue to grow
- Sales Tax collections did not decline during the pandemic and remain on target
- \$14,000,000 was injected into the local economy through direct CARES Act grants and PPP loans that were forgiven.

Monroe can be proud of its performance in these challenging years. The City of Monroe is providing \$1.2 million in financial support to small businesses through the American Rescue Plan Act. Overall, the business community held on. And while many businesses were permanently shuttered by the pandemic, others had the capacity to adapt and, in some cases, prosper.

### Business Survey Results

Each year the city conducts a business survey to seek feedback from the business community. The information collected helps to identify local challenges and opportunities, assess the ongoing impacts of the COVID-19 pandemic, and support the development of priorities in the year ahead.

- The makeup of the industry sectors continues to show Personal/Professional Services and Restaurant/Retails sectors make up the majority of businesses in Monroe.
- Half of the respondents indicated they intended to expand in 2022.
- The major issue facing businesses is labor shortages, particularly finding qualified candidates, followed by increasing prices.
- Most businesses chose Monroe because they are residents and or want to work close to where they live.
- The outlook for the future; 45% said hard to tell, 50% said good to excellent and only 5% said the future for their business did not look good.
- When asked what the city's economic development priorities should be, the majority indicated alleviating transportation/congestion problems on Hwy 2 and Hwy 522 followed by helping businesses most affected by the pandemic.

### Summary

While the last two years of the pandemic stressed many locally-owned businesses, especially restaurants and the service sector, as a whole, Monroe has come out of 2021 better prepared to meet the challenges of the future.

Going forward, the city needs to ensure that investments in public infrastructure, parks, and recreation are working together to achieve the vision outlined in *Imagine Monroe: Our parks, waterways, and environment are healthy and accessible for everyone to enjoy. Our historic downtown and business districts are thriving and full of locally owned businesses and locally sourced products. We can find everything we need with regional connections and with a variety of choices for work, housing, dining, shopping, arts, and activities.*

#### **FISCAL IMPACTS:**

None

#### **TIME CONSTRAINTS:**

None

#### **ALTERNATIVES TO REQUESTED ACTION:**

Review the 2021 Annual Economic Report. Discuss the nexus between the city's investment in parks and recreation facilities and the city's economic development strategy.

#### **ATTACHMENTS:**

[2021 Annual Report-with Survey updated](#)

# 2021



## ANNUAL ECONOMIC DEVELOPMENT REPORT



# Monroe, Washington

806 West Main Street  
Monroe, WA 98272

[www.monroewa.gov](http://www.monroewa.gov)  
[info@monroewa.gov](mailto:info@monroewa.gov)

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## A MESSAGE FROM THE MAYOR



We have been through a challenging couple of years. The impact of the Pandemic on our lives, both personal and professional, cannot be understated. From the initial shutdown of many businesses to the closures of the schools, it seems we've been adapting to new ways of working and living every couple of months. Many Monroe businesses, particularly small retail, and the hospitality sector, have been hit hard during the pandemic. And even though \$14,000,000.00 came flowing into Monroe's businesses as Federal, State, County and City grants, it didn't make some businesses whole. It's important as we look at the state of the economy in Monroe and plan our path forward, that we bring along those most impacted by the pandemic and work toward a recovery that supports everyone and leaves none behind.

It is with that responsibility in mind that we present the 2021 Economic Development Annual Report. In it we will assess the economic health of our community through an analysis of several indicators; population, incomes, unemployment, housing starts, tax collections and other data, to provide a snapshot of the last year. The report will also outline the ways in which our Comprehensive Plan will include Economic Development Strategies aimed at keeping Monroe's economy strong and ensure it continues to be a place people want to live and work. Finally, we'll look at the results of the 2021 Business Survey and hear what the business owners themselves have to say about the last year.

As a whole, Monroe has come out of 2021 a community better prepared to meet the challenges of the future and in a good position to move forward into 2022. By coordinating with our Economic Development partners at the county, regional and state levels, we have much to work on in the coming year. Monroe is moving forward into recovery, reshaping the local economy to build back a more sustainable, equitable and prosperous business community.

Yours in Service,

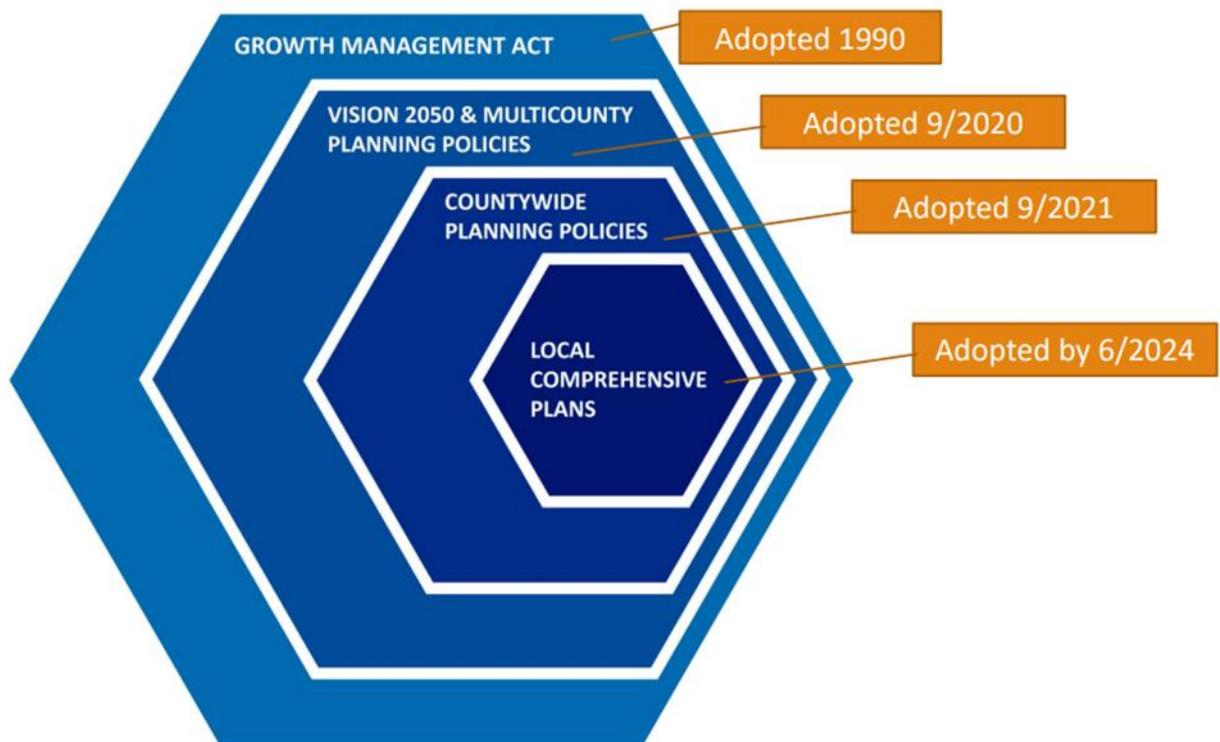
A handwritten signature in blue ink, appearing to read "Geoffrey Thomas". The signature is stylized and fluid, with a long horizontal line extending to the right.

**Mayor Geoffrey Thomas**

# Economic Development in Monroe

## Comprehensive Plan

Monroe's Economic Development efforts are part of The Comprehensive Plan, which is the centerpiece of local planning. Like a business plan, the Comprehensive Plan provides a 20-year framework for how our community will grow. Economic Development, as a component of the Comprehensive Plan, is a process of deliberate intervention in the normal economic growth to make our local economy easier to enter and more attractive to do business. It is a concerted effort on the part of our city to influence the direction of private sector investment toward opportunities that can lead to sustained economic growth and supports the values of our community.



## Economic Development Strategy

Monroe’s economic goals and fortunes are inexorably linked with those of the communities around Monroe who share its transportation network, its natural resources, and its regional workforce. The economic development strategy must look at the region, assess Monroe’s own strengths and weaknesses, inventory our assets and be developed with an understanding of the economic landscape in which we find ourselves.

As the new Comprehensive Plan is developed, much will be carried over from the last one completed in 2015. Monroe still needs to collect and provide accurate demographic information to the business community, it will continue to focus on maintaining its position as a regional retail hub and it will support the continued development of the historic downtown into a destination for both residents and visitors.

### 2015 GOALS AND POLICIES

- ✓ Demographic information
- ✓ Employment sector opportunities
  - Health Care and Manufacturing
- ✓ Commercial areas and sectors
- ✓ Historic Downtown Monroe
- ✓ Economic Development Strategy
  - Develop a thriving downtown w/vibrant Main Street Character
  - Great place to start and grow a business
  - Outdoor adventure destination
  - Maintain US 2 regional retail center
- ✓ Be walkable, accessible, and interconnected

### 2024 GOALS AND POLICIES

- ✓ Demographic information
- ✓ Employment sector opportunities
- ✓ Commercial areas and sectors
  - Identify local “centers” including historic downtown and North Kelsey.
  - Connect housing and retail centers
  - Promote employment growth in centers
- ✓ Develop Economic Development Strategy Consistent with PSRC Vision 2050
  - Expand access to opportunities
  - Prevent displacement of existing businesses that may result from redevelopment
  - Promote environmental and socially responsible businesses
  - Support and empower contributions of diverse communities.

Development of the new economic development strategy will additionally incorporate the goals of the new regional plans. Their focus on preventing displacement of existing businesses, promoting environmentally responsible activities, and supporting a diverse business community are intended to ensure that those most affected by the pandemic are included in recovery and that recovery is consistent with our regional aspirations for a strong economy that does not adversely impact the environment.

#### Identify Themes for Economic Development

- Review themes from 2015
- Develop a thriving downtown w/vibrant Main Street Character
- Great place to start and grow a business
- Outdoor adventure destination
- Maintain US 2 regional retail center
- Be walkable, accessible, and interconnected

#### Draft Economic Development Goals and Policies

- Identify and designate future centers (N. Kelsey/ Downtown Commercial)
- Develop goals and policies consistent with MPP and CPP
- Identify and enhance industry clusters
- Foster a positive business climate and diversify employment
- Expand access to opportunities and remove barriers
- Support environmental and socially responsible business practices

One important part of the new economic development strategy will be its Business Recruitment, Retention and Expansion (BRRE) component. The BRRE plan is being developed with an understanding of Monroe's assets, what it can sustain and what the community needs and wants. The Economic Advisory Board commissioned two reports: a Regional Demand Analysis, and a Lodging Study. The Regional Demand Analysis assessed what our community offers businesses in the form of market demand; How many people live and come into Monroe, how much money they spend, how often they travel through Monroe and other critical information businesses need to assess Monroe's viability as a business location. The Lodging Study tells us even more by looking at visitors specifically, what events and attractions generate overnight stays and what locations within Monroe are best suited to a new lodging facility. Both reports will inform the development of a new BRRE program intended to build up Monroe as a "Outdoor Adventure Destination" that will support many sectors of Monroe's economy.

## Tourism and Outdoor Recreation as Part of the BRRE Strategy

Development of a Business Recruitment Strategy is based on what a community has to offer and what makes it stand out amongst its competitors. Monroe, with its location on the Snohomish and Skykomish rivers, access to the Cascades and its investments in its parks and recreation facilities, is attractive to businesses that target the outdoor recreation market. In addition to its location, Monroe has the commercial space that can accommodate not only retail but hospitality as well. We will look across industry sectors to find those companies that serve this market segment; retailers of outdoor equipment, service providers of adventure packages and tours, restaurants and other hospitality establishments and new lodging options to keep these travelers in Monroe.

One of the most valuable partnerships in this effort will be that of our internal partner, the Monroe Parks and Recreation Department. If highlighting your assets is one of the keys to recruiting businesses, we have fewer assets as outstanding as our miles of riverfront, parks, and recreation facilities. The 2022 PROS Plan guides the City's future investment in parks, facilities, trails, programs, and events—so that Monroe can be a community that residents, as well as visitors, want to enjoy.

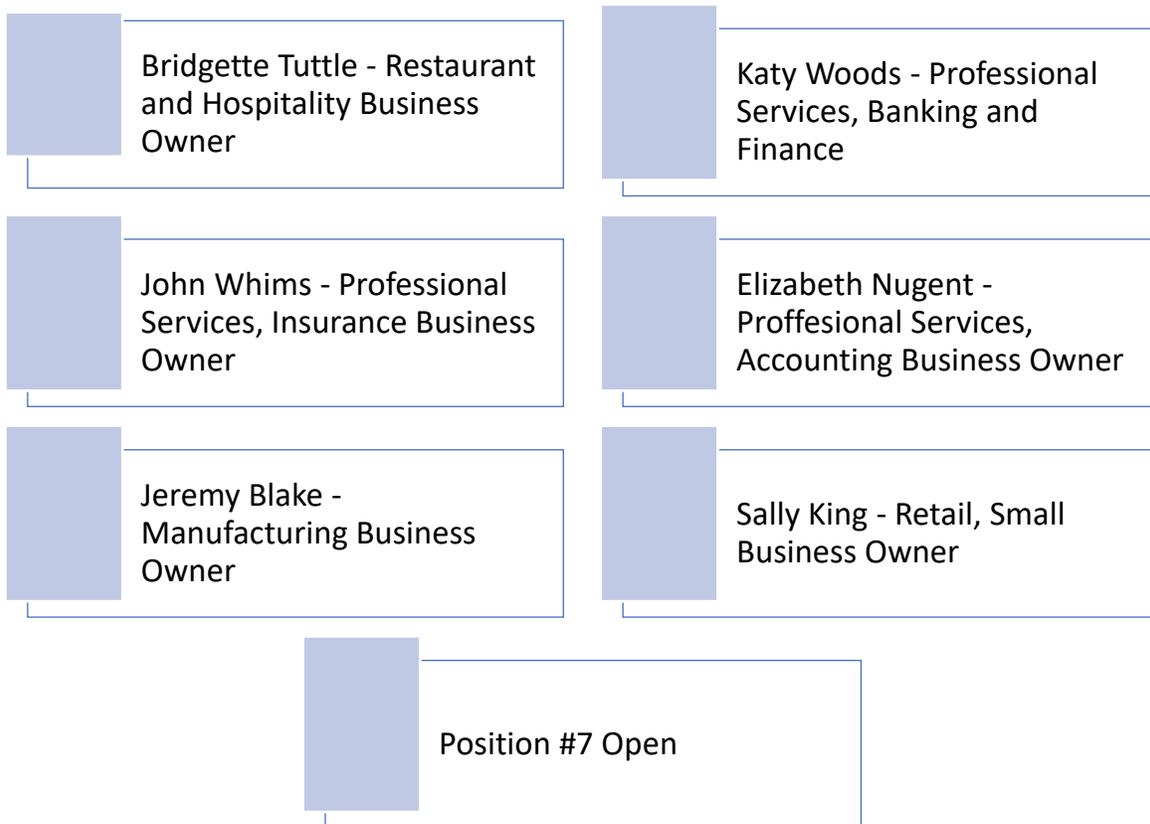


Lake Tye All Weather Field

## Economic Development Advisory Board

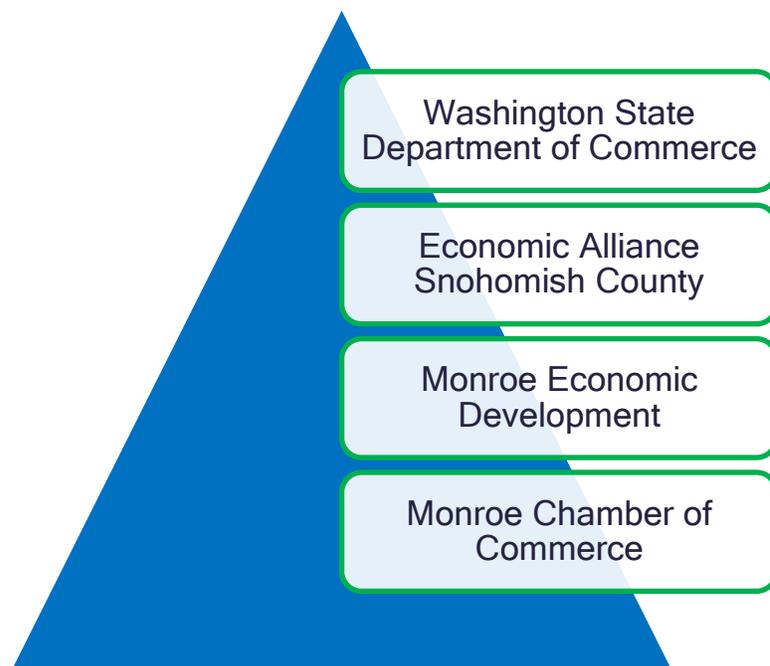
The purpose of EDAB is to provide a forum for the coordination of information among entities identified as having economic development roles; recommending priorities and establishing a means to monitor progress on goals; and providing such other advice and guidance with furthering Monroe's economic development strategy.

The EDAB consists of 7 voting members, representing a cross section of the business community with a balance of business type, location, and size. The initial terms of appointment are staggered, and the Mayor and City Administrator will serve as ex-officio members. The board meets on a monthly basis, at a reoccurring day and time, as established by Board action.



## Economic Development Partners

Monroe works together with other members of the larger, regional community on a broad range of topics; Transportation, workforce and the environment are just some of issues it works on collaboratively with its neighbors. Monroe's partners range from local business groups like the Monroe Chamber and other nearby communities such as Snohomish, Sultan, Startup and Goldbar represented in the Sky Valley Chamber, to the county's economic development agency, Economic Alliance of Snohomish County (EASC) and the Washington State Department of Commerce. They also include partners in Workforce Training like Everett Community College.



In times of hardship, partnerships are strength, and the pandemic highlighted the importance of our partnerships as an unprecedented amount of capital was injected into the economy by the federal government and was distributed through existing economic development channels such as the Washington State Department of Commerce and the EASC. By working with these partners Monroe businesses were able to get the information necessary to access these funds and channeled over \$14,000,000 of aid into Monroe.

Continued coordination with our partners will provide many opportunities as we work together to address the critical issues such as mitigating traffic impacts on US 2 and State Rt 522, providing the right training for the workforce of tomorrow through the Everett Community College and lobbying our state leaders for needed resources.

# MONROE BY THE NUMBERS

Statistical analysis is a snapshot of activity in any given time. By understanding our current position, we know where we are and can chart where we want to go. Our current snapshot indicates a community that did experience some pain during the pandemic but is in a strong position to move forward.

## HIGHLIGHTS:

- The number of business licenses with a Monroe endorsement continues to grow
- New housing starts held strong and continue to grow
- Sales Tax collections did not take a huge hit during Pandemic and remain on target
- \$14,000,000 was injected into the local economy through direct grants and loans that were forgiven.

Monroe can be proud of its performance in these challenging years. Overall, the business community held on. And while many businesses were permanently shuttered by the pandemic, others had the capacity to adapt and, in some cases, prosper.



Blooms for sale at the Monroe Farmer's Market

## Demographics

The City of Monroe, like many cities in the Puget Sound region, had been in a period of growth since coming out of the 2008 recession. That growth was interrupted by the pandemic and the negative impacts related to it. Whether we return to previous growth levels or find a new normal is still unclear as we continue to come out from under restrictions and begin to operate normally. But what the statistics show is that Monroe is a city experiencing moderate post-pandemic growth and very low unemployment.

Population: 15,504

(16 years and older)



Workforce Participation:

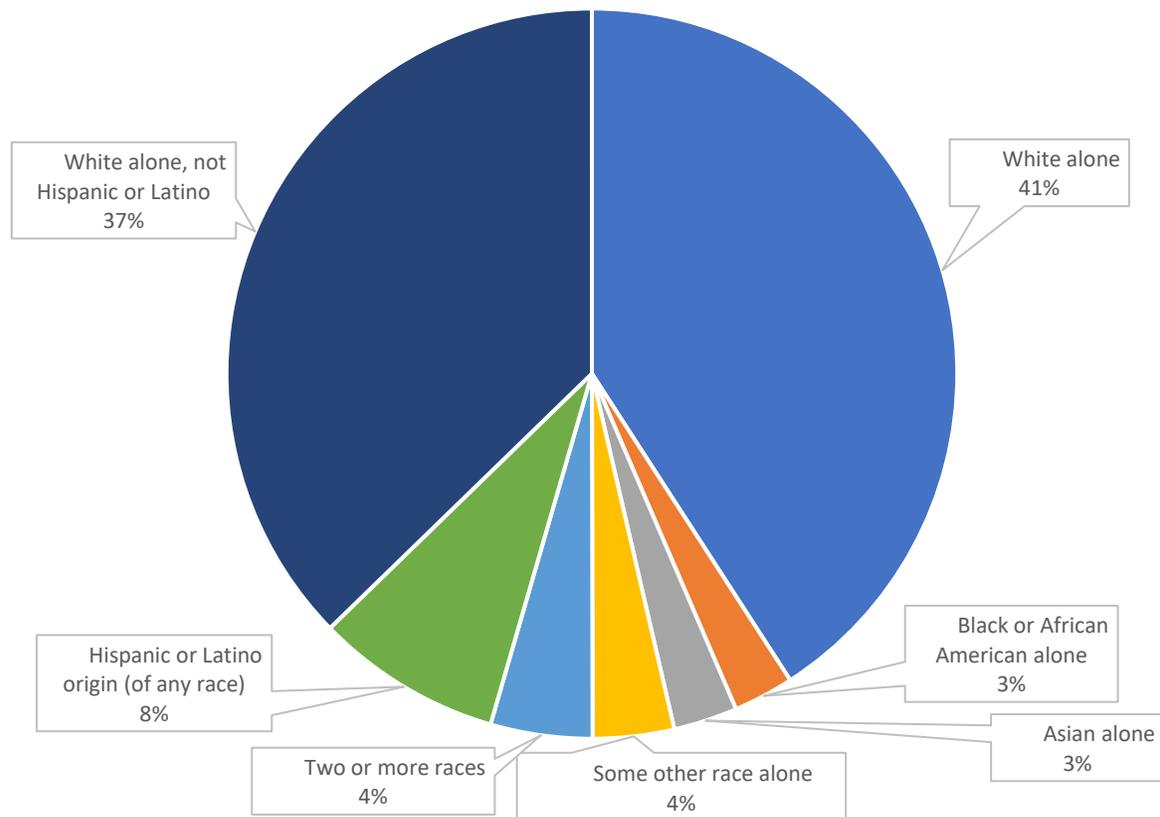
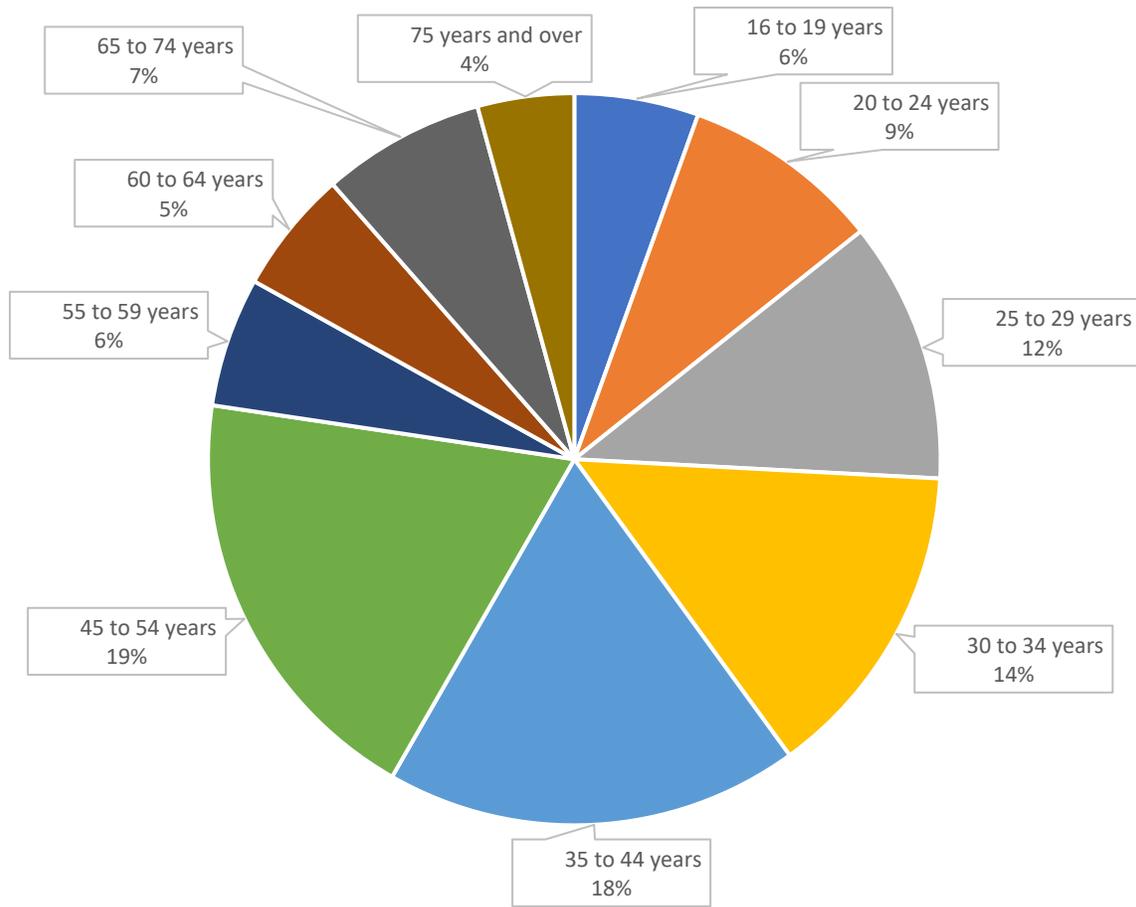
57.30%

Unemployment Rate: 3.9%

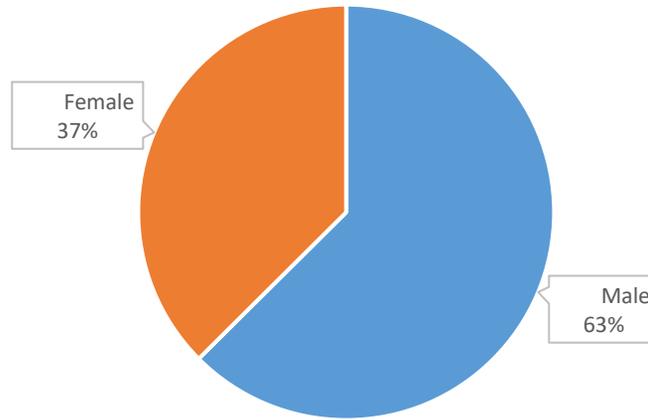


Source: USCensus Bureau, 2015-2019 American Community Survey 5-Year Estimates

### Population Breakdown by Age & Ethnicity



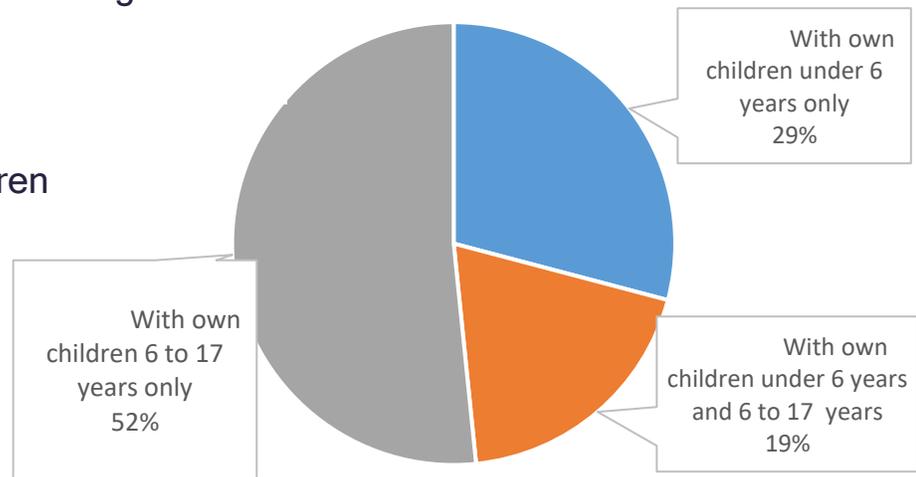
### Population Breakdown by Sex



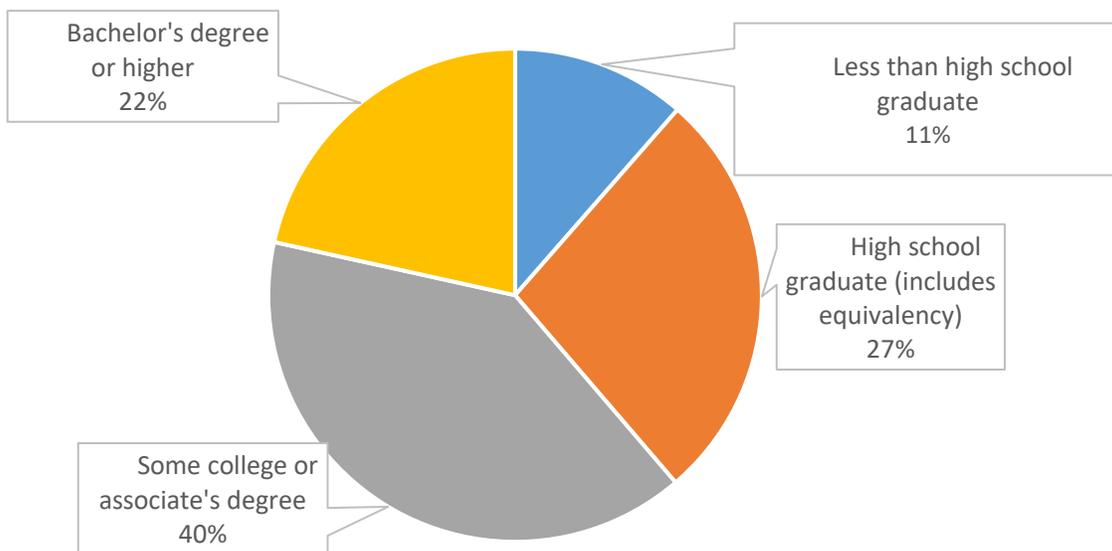
### No. of Families with Children Under the Age of 16:

2.013

### Composition of Families with Children

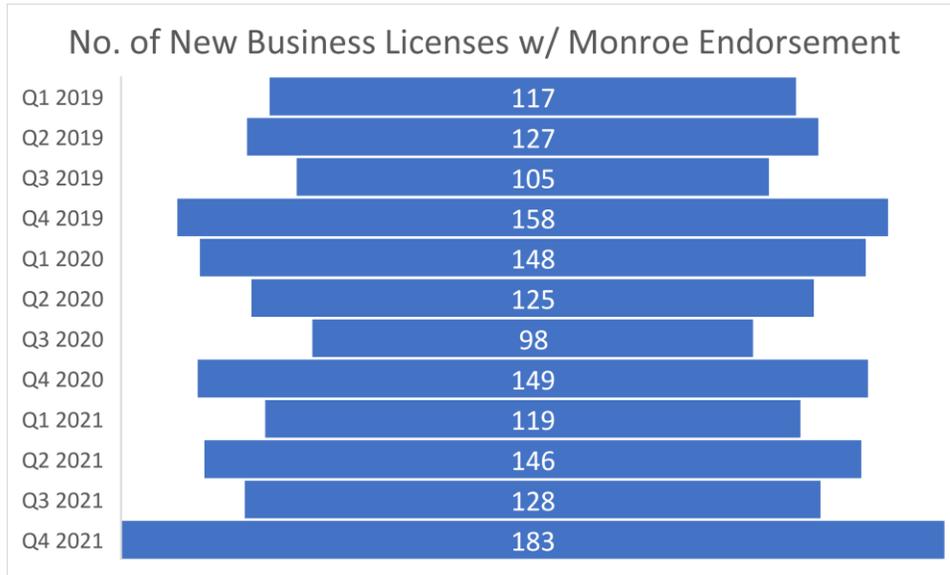


### Educational Attainment

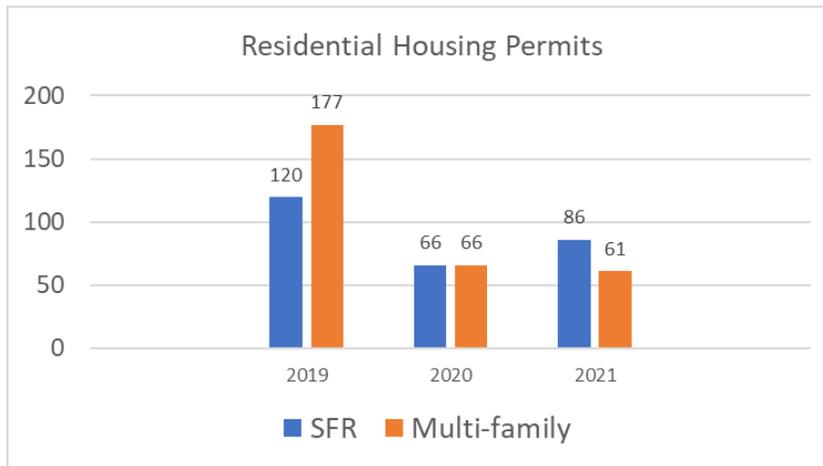


## Business License Activity

This graph shows the number of businesses that obtained a Monroe endorsement allowing them to sell goods and services into Monroe. This is not a quantitative assessment showing the number of new businesses locating in Monroe, but an analysis of the flow of goods and services into Monroe and the subsequent sales tax collections.



## Housing Starts



Residential Housing permits, an indicator of future economic development activity, took an initial hit during the early days of the pandemic when construction crews were unable to work. Despite that, it remained a strong engine for Monroe’s economic growth. The number of single-family residential (SFR) housing permits fell by 45% from 2019 to 2020. As construction crews came back to work later in 2020, 2021 saw an increase of 30% in single family permits.

Multi-family permits fell by nearly 63% from 2019 to 2020 and decreased again another 7.5% from 2020 to 2021. These decreases do not indicate an economic downturn, but rather

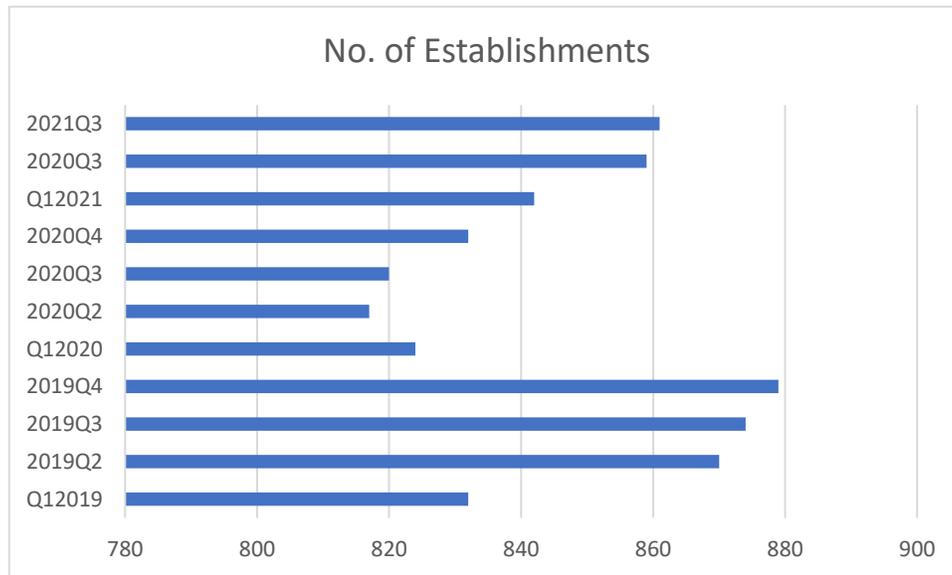
shows an above average number of multi-unit permits in 2019 including River’s Edge. As a comparison, in the 10 years prior (2012 to 2021 excluding 2019) 2014 was the highest number of multi-family permits with 47 followed by 2017 with 24. So even the pandemic years showed above average multi-family residential construction activity.

### Employment Data

The following employment data is collected and provided by the Washington State Employment Security Department (ESD.) The data covers all employers in Monroe that have at least one employee. The most recent data available reflects the period through Q3 2021. Data points include the number of employers, the number of employees, total payroll amounts and the number of claims for unemployment insurance.

#### Number of Covered Establishments

The number of businesses with at least one employee began to fall in the first quarter of 2020 as pandemic related restrictions took effect. The decline continued into the second quarter but regained momentum in the third quarter and has continued to increase up through the third quarter of 2021. Although not at 2019 levels, the increases are on track to reach pre-pandemic parity early 2023.

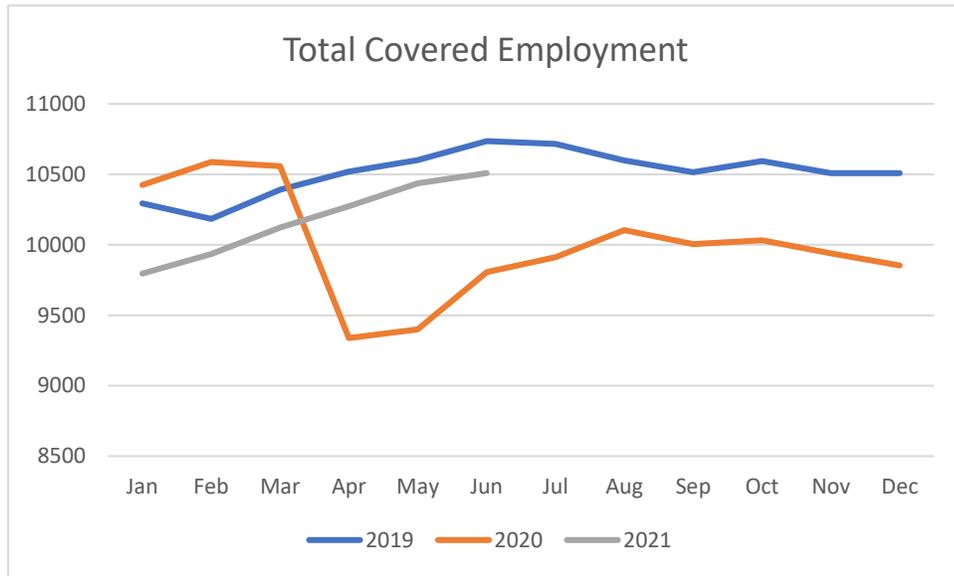


Q12019	2019Q2	2019Q3	2019Q4	Q12020	2020Q2	2020Q3	2020Q4	Q12021	2020Q3	2021Q3
832	870	874	879	824	817	820	832	842	859	861

#### Total Covered Employment

Total covered employment is the measure of all employees currently on payroll in Monroe. With 2019 as the baseline, the drop off began in March of 2020 coinciding with the state ordered shut-down. Unemployment remained at all-time highs through March and April but hiring began an uptick in May of that year and continued through July. A seasonal dip in

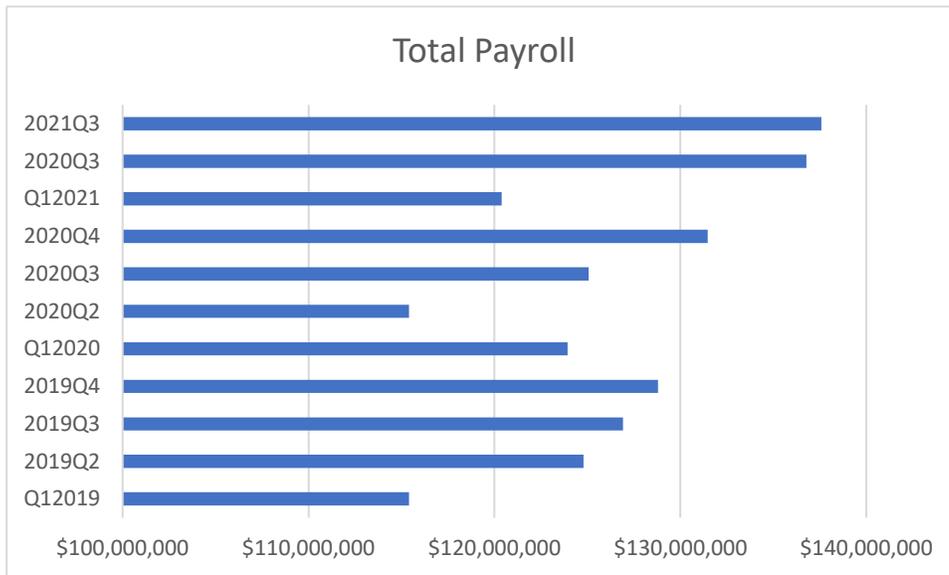
Summer was followed by a consistent surge in hiring that is on track to meet and possibly exceed pre-pandemic levels by the end of 2022.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	<b>10295</b>	<b>10184</b>	<b>10391</b>	<b>10520</b>	<b>10601</b>	<b>10736</b>	<b>10716</b>	<b>10598</b>	<b>10516</b>	<b>10595</b>	<b>10508</b>	<b>10509</b>
2020	<b>10426</b>	<b>10588</b>	<b>10559</b>	<b>9338</b>	<b>9400</b>	<b>9806</b>	<b>9912</b>	<b>10104</b>	<b>10006</b>	<b>10033</b>	<b>9939</b>	<b>9854</b>
2021	<b>9796</b>	<b>9934</b>	<b>10122</b>	<b>10273</b>	<b>10437</b>	<b>10509</b>						

### Total Payroll

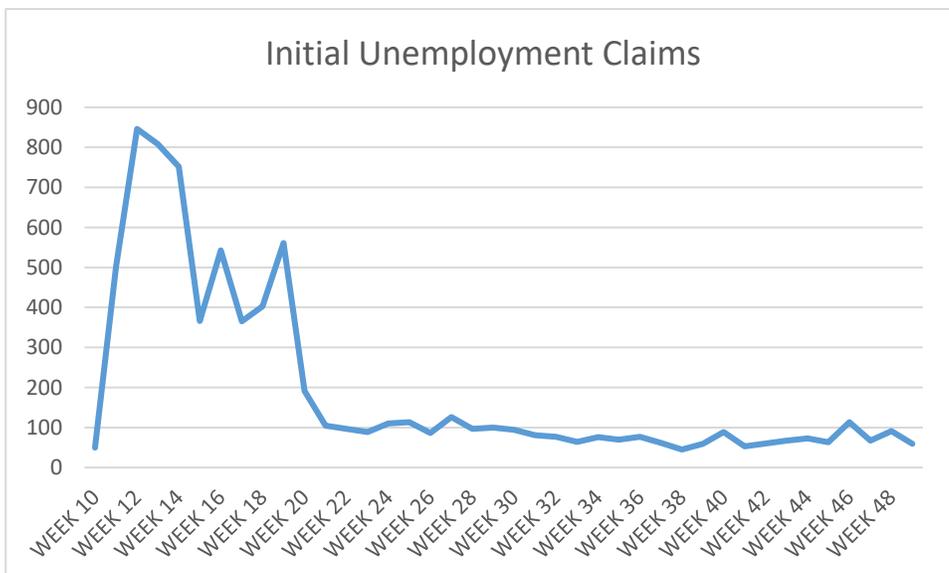
Payroll followed a similar course as Total Establishments when it took an initial hit in the first and second quarters of 2020 but rebounded in the third quarter. It has continued to increase except for the first quarter of 2021. That quarter did not correlate with a decrease in the number of businesses so the cause would need to be further investigated to determine the factors behind the decrease. Overall payroll has rebounded in 2022 as businesses reopened and began re-hiring. Significant wage increases in 2021 have added to the payroll rise.



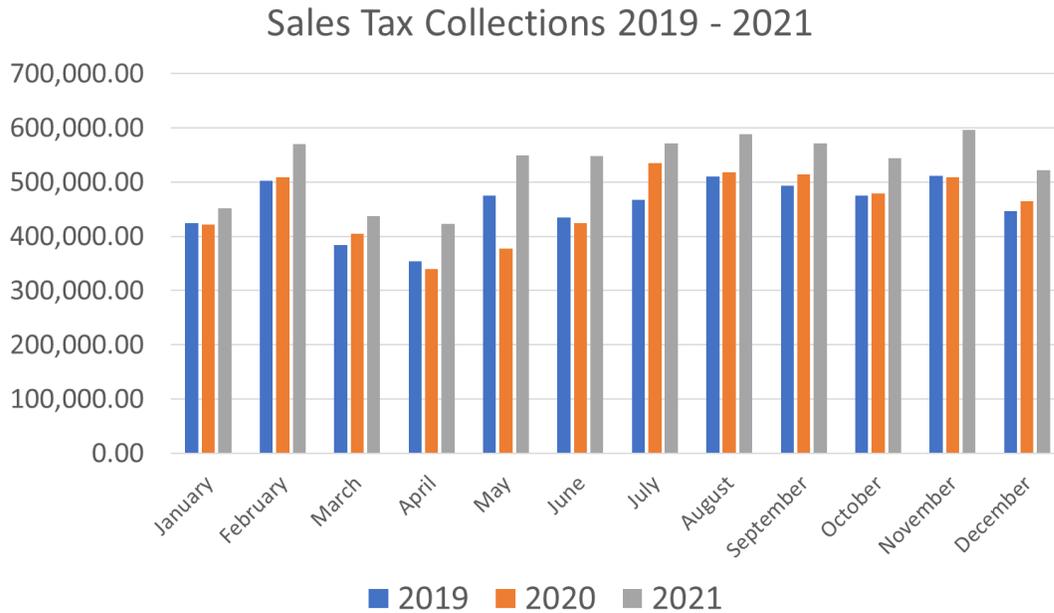
Q12019	2019Q2	2019Q3	2019Q4	Q12020	2020Q2	2020Q3	2020Q4	Q12021	2020Q3	2021Q3
\$115,408,822	\$124,781,444	\$126,917,200	\$128,788,940	\$123,931,102	\$115,402,241	\$125,058,635	\$131,473,033	\$120,390,830	\$136,771,837	\$137,589,402

### Initial Unemployment Claims

The Washington State Employment Security Department experienced an unprecedented number of claims for the years 2020 and 2021. So much so the agency is still having difficulty with the reporting for these two years. Available data is only for previous year, 2021, and only covers Week 10 (March 8 to March 14) to Week 49 (December 6 to December 12.) Given the availability of data, a complete picture is hard to come by, but even with the limited parameters the data shows that first time unemployment claims are returning to normal and, for many regions of the state including Monroe, are now below normal levels.



## Sales Tax Collections



Although Monroe's businesses took a hit during the pandemic, some taking a big hit, overall, Monroe's tax collections remained strong during the two-year period of 2019 to 2021.

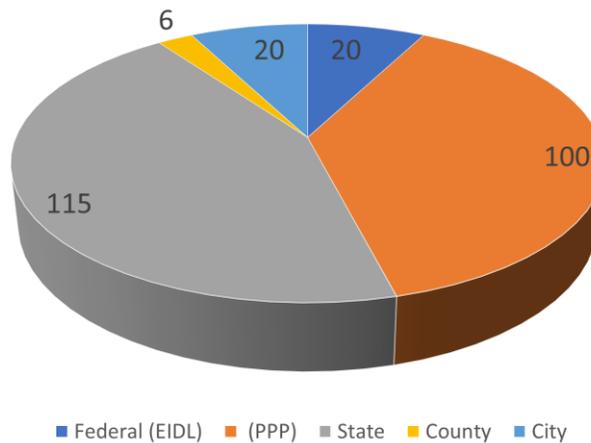
This fact can be attributed to our community leadership's sound fiscal stewardship prior to the pandemic placing Monroe in a strong position to weather the downturn. Another factor was Monroe's role as a regional retail hub for the entire Skykomish Valley's basic consumer needs (groceries, home improvement, et al.) which remained available to the public even in the early days of the pandemic. Monroe's balance sheet is in a strong position to move forward into the post-pandemic recovery.

*Source: Monroe Finance Department*

## COVID-19 Relief Funds

The end of 2020 and throughout 2021 Monroe businesses applied for and received over \$14 million in grants or loans that were forgiven. This cash infusion was intended to keep the workforce in place, offset losses from the temporary absence of customers during the lockdown, and pay for operating expenses like utilities, rent and overhead. It may never be known how many businesses we would have lost had this aid not been available, but what is known is the impact of \$14 million into the local economy helped many businesses stay afloat.

No. of Companies/Organizations Receiving COVID-19 Relief Funds



261 Monroe Businesses and Organizations received financial assistance during the pandemic. All loans originating through the SBA were identified as “Forgiven” except for three where the loan status was “Undisclosed.”

Regarding State funds received through the WA Dept. of Commerce,

- ✓ Approximately 50% of those entities were in the hospitality sector (such as restaurants and hotels)
- ✓ Approximately 10% in the Arts, Entertainment, and Recreation sector.

The state was able to collect demographic data for 80% of these awardees:

- ✓ 34% were awarded to minority-owned business
- ✓ 37% to women owned businesses
- ✓ 8% to veteran owned businesses.

*Sources:*

*SBA PPP Loan Information - Propublica; <https://projects.propublica.org/coronavirus/bailouts/search?q=98272>*

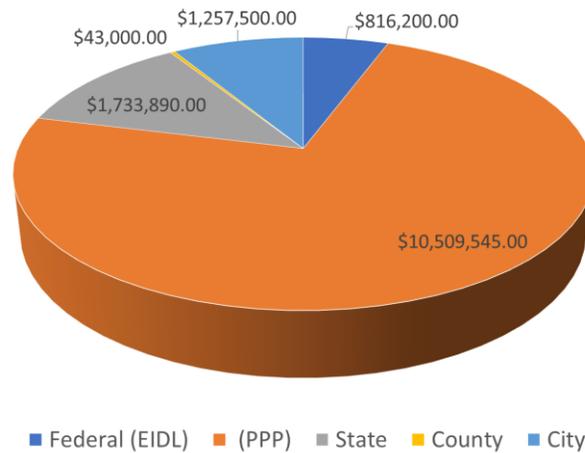
*EIDL Info: Skip; <https://helloskip.com/eidl-data>*

*State Grants Information: Washington State Department of Commerce*

*County Grant Information; Economic Alliance Snohomish County*

*City Grant Information: Internal Documents*

Dollar Amount Received by Monroe Businesses and Organizations in COVID-19 Relief - \$14,360,135.00

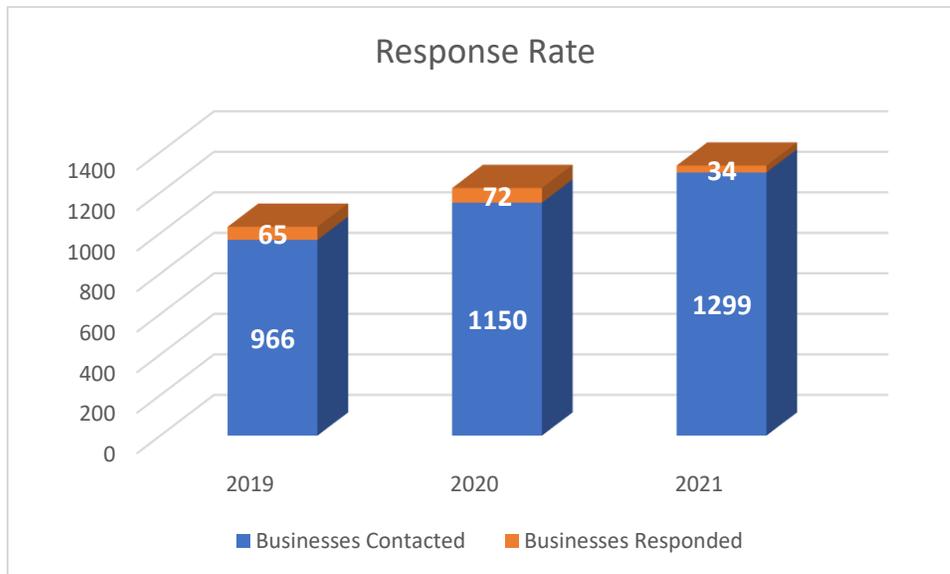


The “Forgiven” PPP and EIDL loans from the SBA resulted in a net inflow of \$11,325,745.00 into the community, over  $\frac{3}{4}$  of all pandemic relief. The remaining \$3,034,390 in grants came from Wa State, Snohomish County and the City of Monroe resulting in \$14,360,135.00 net inflow to Monroe.

# 2021 MONROE BUSINESS SURVEY

## Highlights

- Survey Participation continues to decline. Only 2.6% of the total businesses contacted responded.



- The makeup of the industry sectors continues to show Personal/Professional Services and Restaurant/Retails sectors make up the majority of businesses in Monroe
- Half of the respondents indicated they intended to expand in 2022.
- The major issue facing businesses is labor shortages, particularly finding qualified candidates, followed by increasing prices
- Most businesses chose Monroe because they are residents and or want to work close to where they live.
- The outlook for the future; 45% said hard to tell, 50% said good to excellent and only 5% said the future for their business did not look good.
- When asked what the city's economic development priorities should be, the majority indicated alleviating transportation/congestion problems on Hwy 2 and Hwy 522 followed by helping businesses most affected by the pandemic.

Full Results of the Survey Can be found in the appendix of this report.

# WHAT'S AHEAD

Having weathered the pandemic, recovery and progress is the task ahead. Recovery means attempting to make Monroe's businesses whole and mitigate the negative impacts of the previous three years. We need to ensure the recovery is broadly based and that what we build will be strong enough to withstand the next crisis and reflects and serves the values of the community.



The Economic Development team will do this by working with its partners, stakeholders, and others to develop the new Economic Development Strategy focusing on managing growth, attracting businesses that would benefit from locating in Monroe, and ensuring our existing businesses have the workforce, tools and knowledge to succeed in the post pandemic economy.

We invite the business community to participate in this journey. The input from Monroe businesses is essential to achieving the goal of a strong and prosperous economy. By participating in the annual business survey or becoming actively involved in the Economic Development Advisory Board, businesses can impact the policies and programs the city's leadership develops to create a robust and resilient economy.

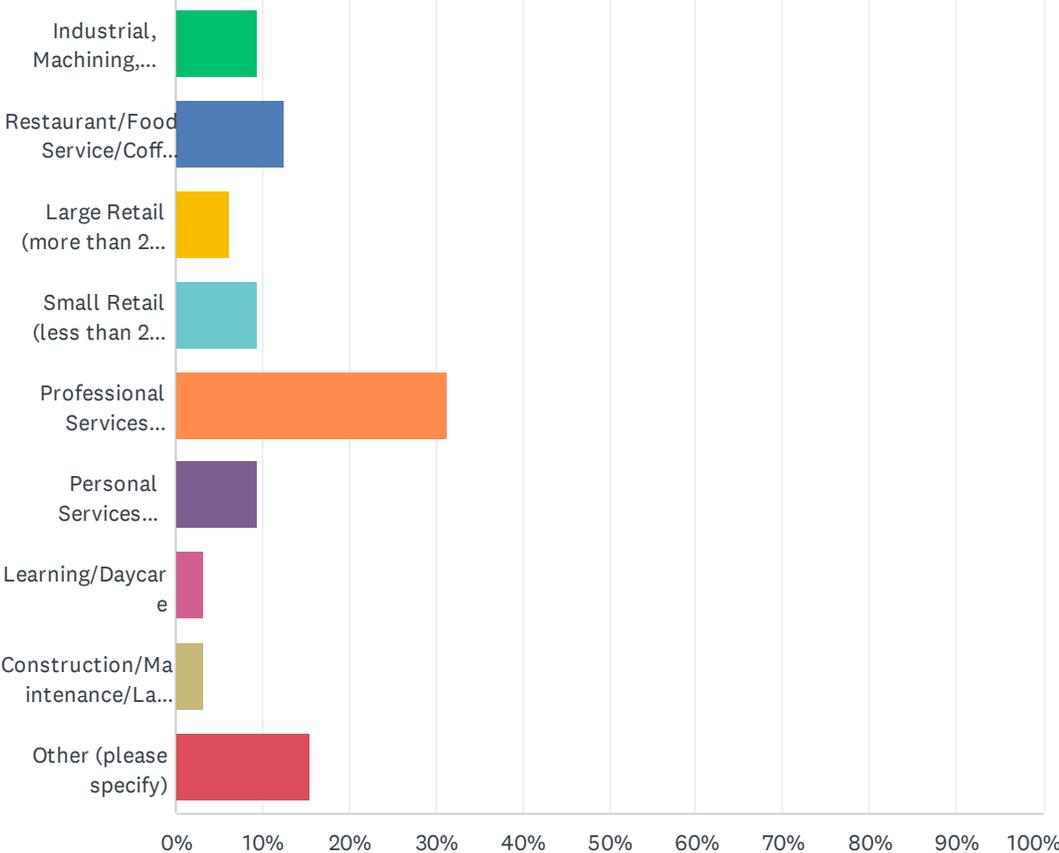
Here's to a great 2022!

# APPENDIX

## SURVEY RESULTS

### Q5 What business sector are you in?

Answered: 32 Skipped: 1

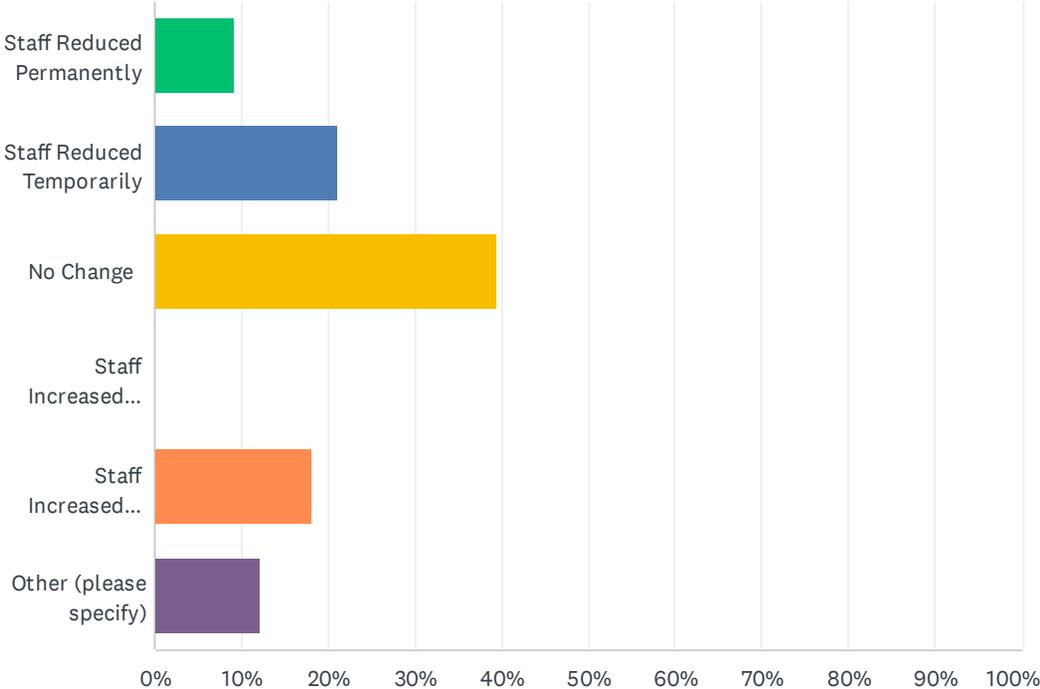


2021 City of Monroe Business Survey

ANSWER CHOICES	RESPONSES	
Industrial, Machining, Manufacturing, Warehousing, Distribution	9.38%	3
Restaurant/Food Service/Coffee Shops	12.50%	4
Large Retail (more than 20 employees)	6.25%	2
Small Retail (less than 20 employees)	9.38%	3
Professional Services (Accounting, Legal, Medical, Dental, Architecture, Engineering, Consulting)	31.25%	10
Personal Services (Salons, Gyms, Wellness, Tattoo)	9.38%	3
Learning/Daycare	3.13%	1
Construction/Maintenance/Landscaping	3.13%	1
Other (please specify)	15.63%	5
<b>TOTAL</b>		<b>32</b>

### Q6 What has been the biggest change to your workforce in the last two years?

Answered: 33 Skipped: 0

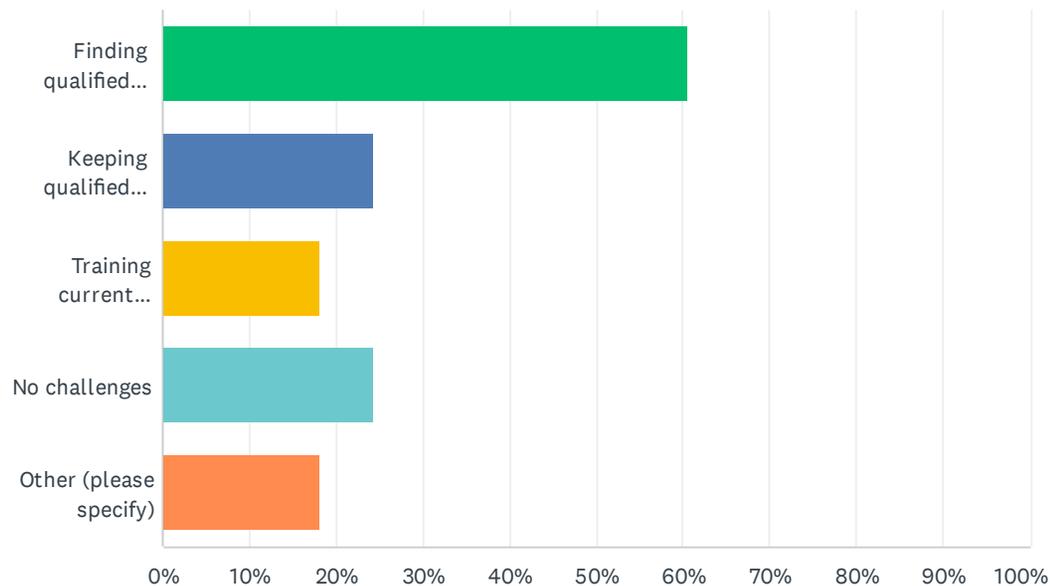


2021 City of Monroe Business Survey

ANSWER CHOICES	RESPONSES	
Staff Reduced Permanently	9.09%	3
Staff Reduced Temporarily	21.21%	7
No Change	39.39%	13
Staff Increased Temporarily	0.00%	0
Staff Increased Permanently	18.18%	6
Other (please specify)	12.12%	4
TOTAL		33

### Q7 What is your biggest challenge regarding workforce? Check all that apply.

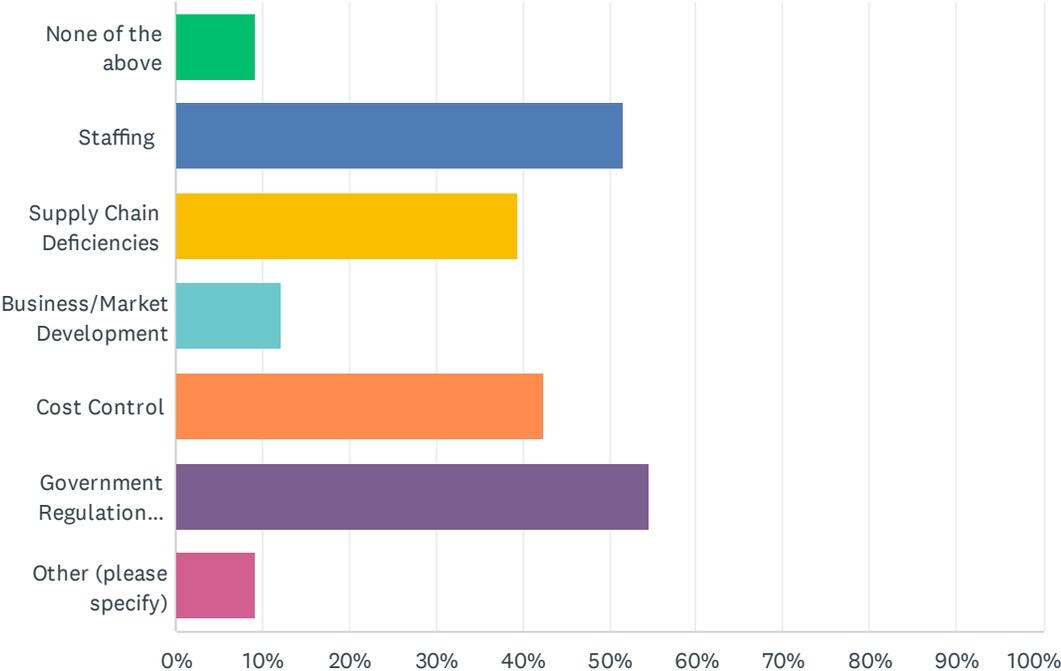
Answered: 33 Skipped: 0



ANSWER CHOICES	RESPONSES	
Finding qualified candidates	60.61%	20
Keeping qualified employees	24.24%	8
Training current employees	18.18%	6
No challenges	24.24%	8
Other (please specify)	18.18%	6
Total Respondents: 33		

### Q8 What are your challenges specific to your industry? Check all that apply.

Answered: 33 Skipped: 0

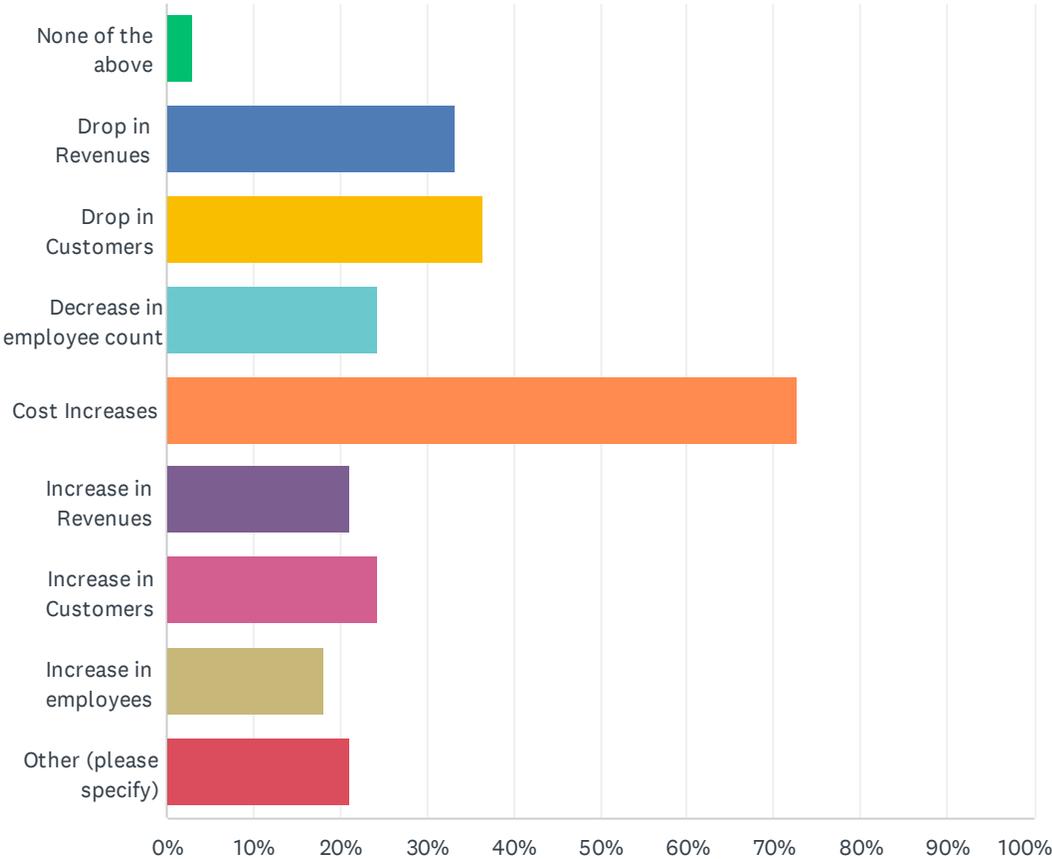


2021 City of Monroe Business Survey

ANSWER CHOICES	RESPONSES	
None of the above	9.09%	3
Staffing	51.52%	17
Supply Chain Deficiencies	39.39%	13
Business/Market Development	12.12%	4
Cost Control	42.42%	14
Government Regulation (Codes, Tax, Licensing, Mandates)	54.55%	18
Other (please specify)	9.09%	3
Total Respondents: 33		

### Q9 What has been the biggest change in your business in the last two years? Check all that apply.

Answered: 33 Skipped: 0

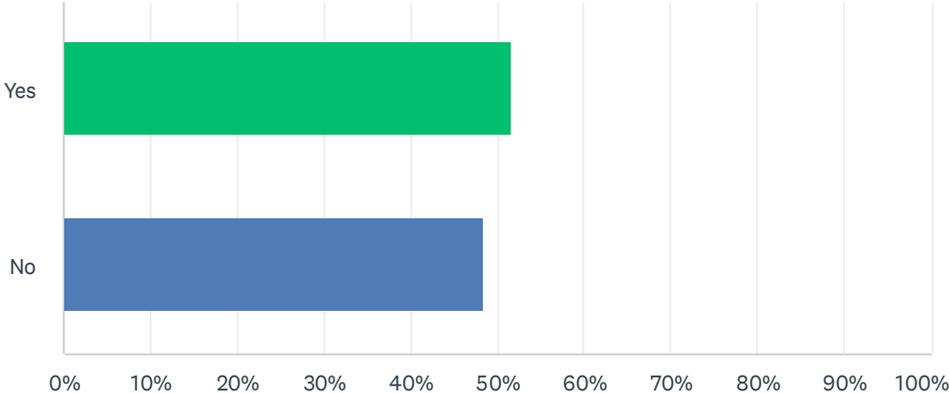


2021 City of Monroe Business Survey

ANSWER CHOICES	RESPONSES	
None of the above	3.03%	1
Drop in Revenues	33.33%	11
Drop in Customers	36.36%	12
Decrease in employee count	24.24%	8
Cost Increases	72.73%	24
Increase in Revenues	21.21%	7
Increase in Customers	24.24%	8
Increase in employees	18.18%	6
Other (please specify)	21.21%	7
Total Respondents: 33		

### Q10 Are you planning an expansion of your business in the next 5 years?

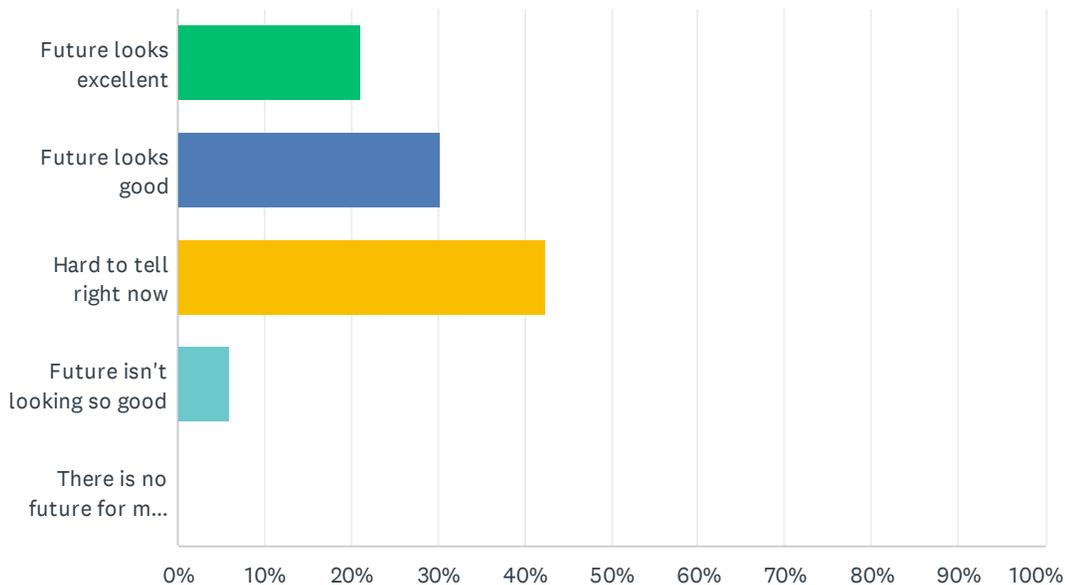
Answered: 33 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	51.52%	17
No	48.48%	16
TOTAL		33

### Q11 What is the outlook for your business?

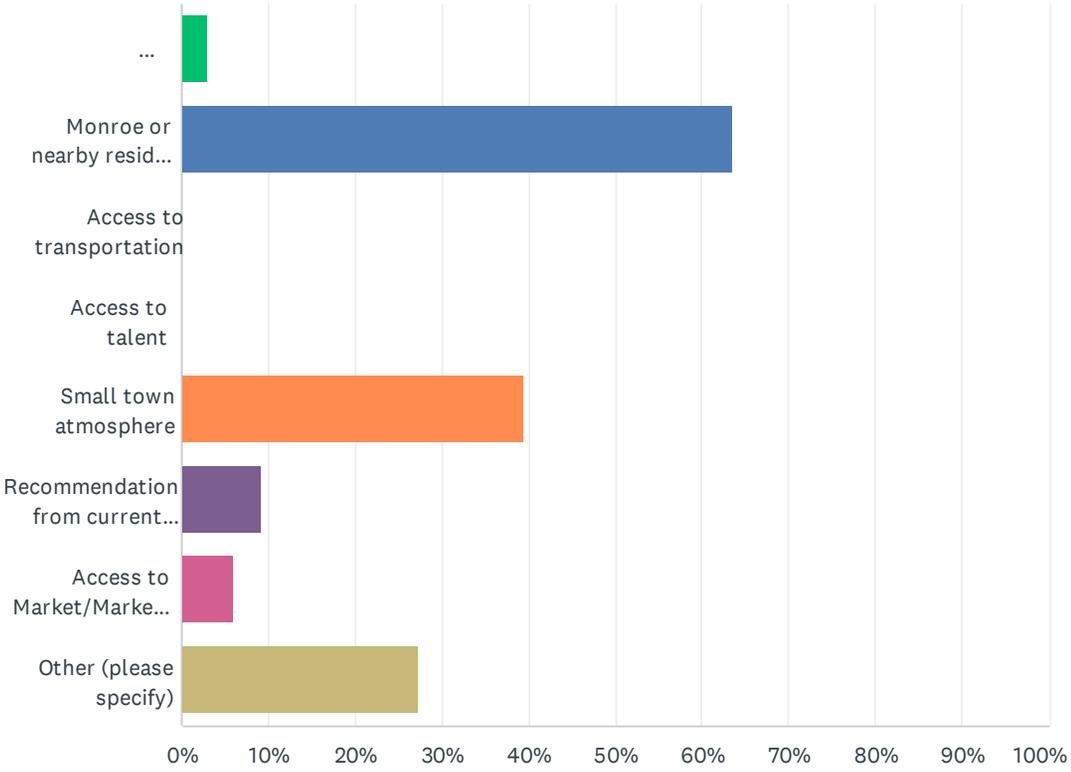
Answered: 33 Skipped: 0



ANSWER CHOICES	RESPONSES	
Future looks excellent	21.21%	7
Future looks good	30.30%	10
Hard to tell right now	42.42%	14
Future isn't looking so good	6.06%	2
There is no future for my business, I'm closing down.	0.00%	0
<b>TOTAL</b>		<b>33</b>

### Q12 What attracted you to Monroe as a location for your business? Check all that apply.

Answered: 33 Skipped: 0

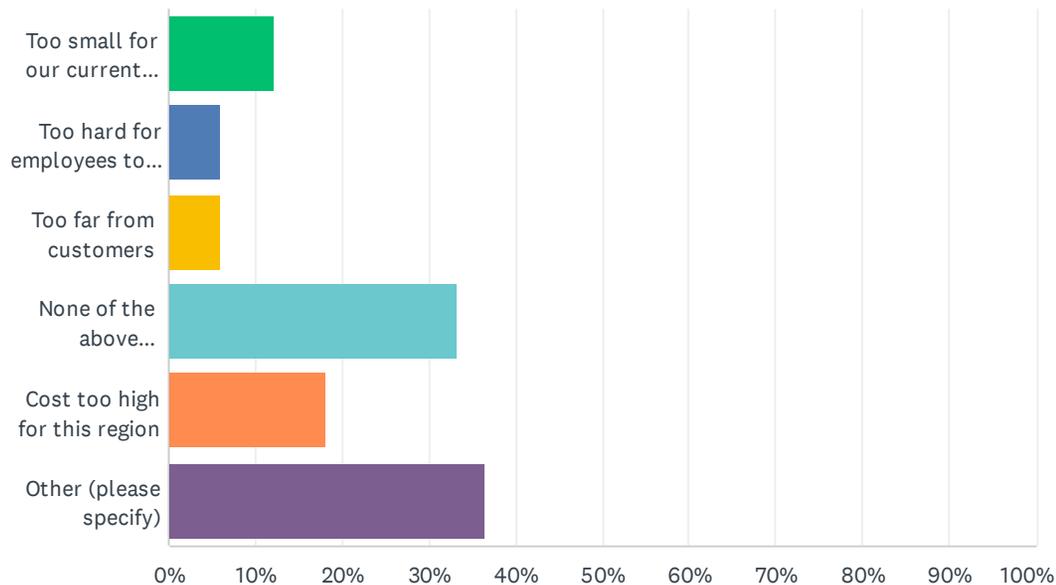


2021 City of Monroe Business Survey

ANSWER CHOICES	RESPONSES	
None of the above	3.03%	1
Monroe or nearby resident and wanted to be close	63.64%	21
Access to transportation	0.00%	0
Access to talent	0.00%	0
Small town atmosphere	39.39%	13
Recommendation from current Monroe business owner	9.09%	3
Access to Market/Market Demand	6.06%	2
Other (please specify)	27.27%	9
Total Respondents: 33		

### Q13 What challenges does your current location present? Check all that apply.

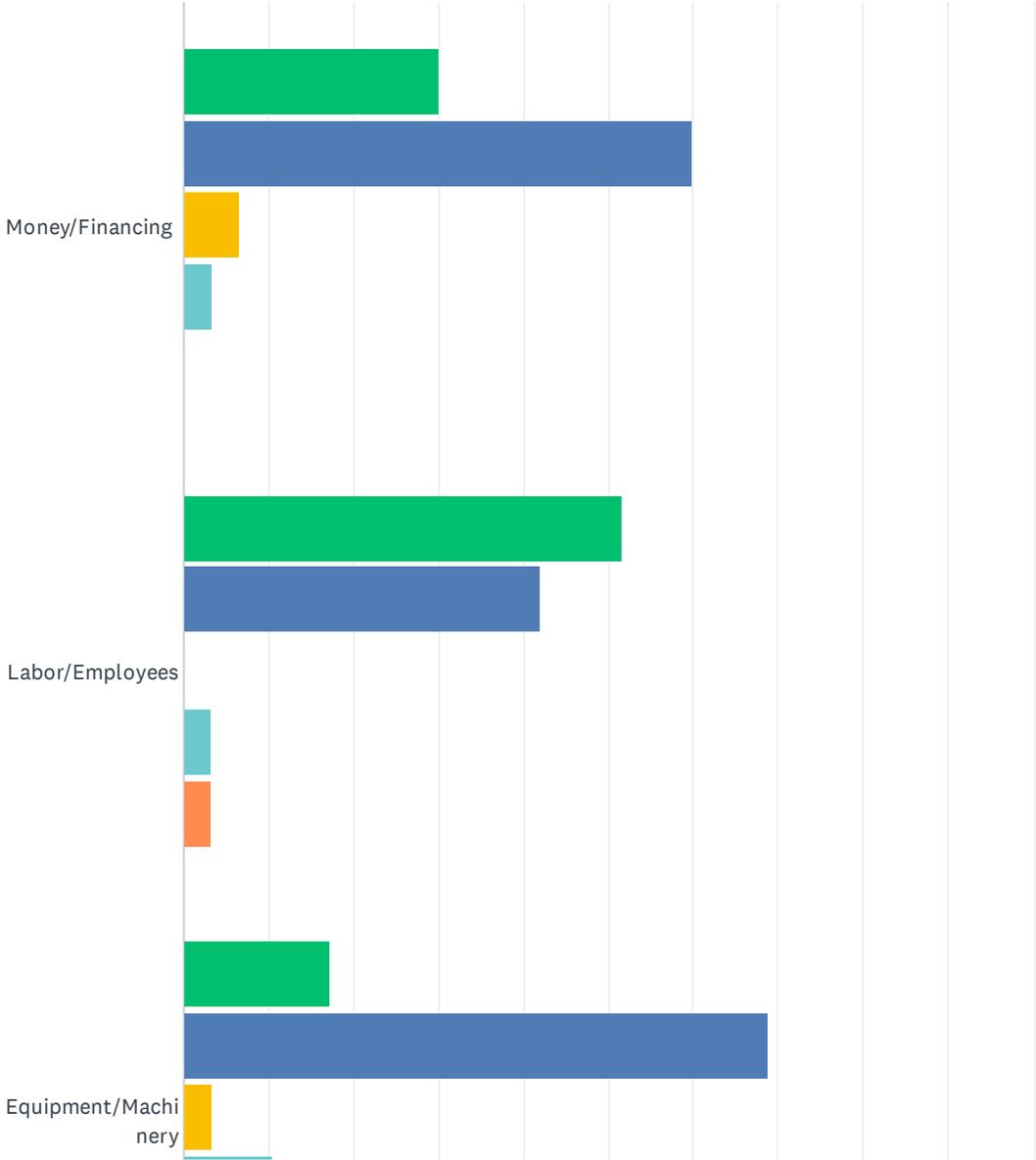
Answered: 33 Skipped: 0



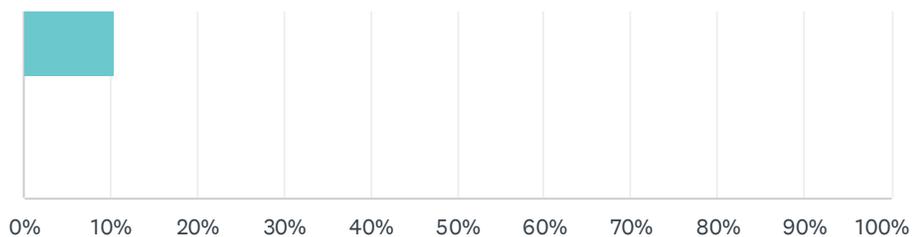
ANSWER CHOICES	RESPONSES	
Too small for our current needs, does not accommodate growth	12.12%	4
Too hard for employees to get here	6.06%	2
Too far from customers	6.06%	2
None of the above	33.33%	11
Cost too high for this region	18.18%	6
Other (please specify)	36.36%	12
Total Respondents: 33		

### Q14 Rank the difficulty in obtaining your current capital asset needs?

Answered: 31 Skipped: 2



### 2021 City of Monroe Business Survey



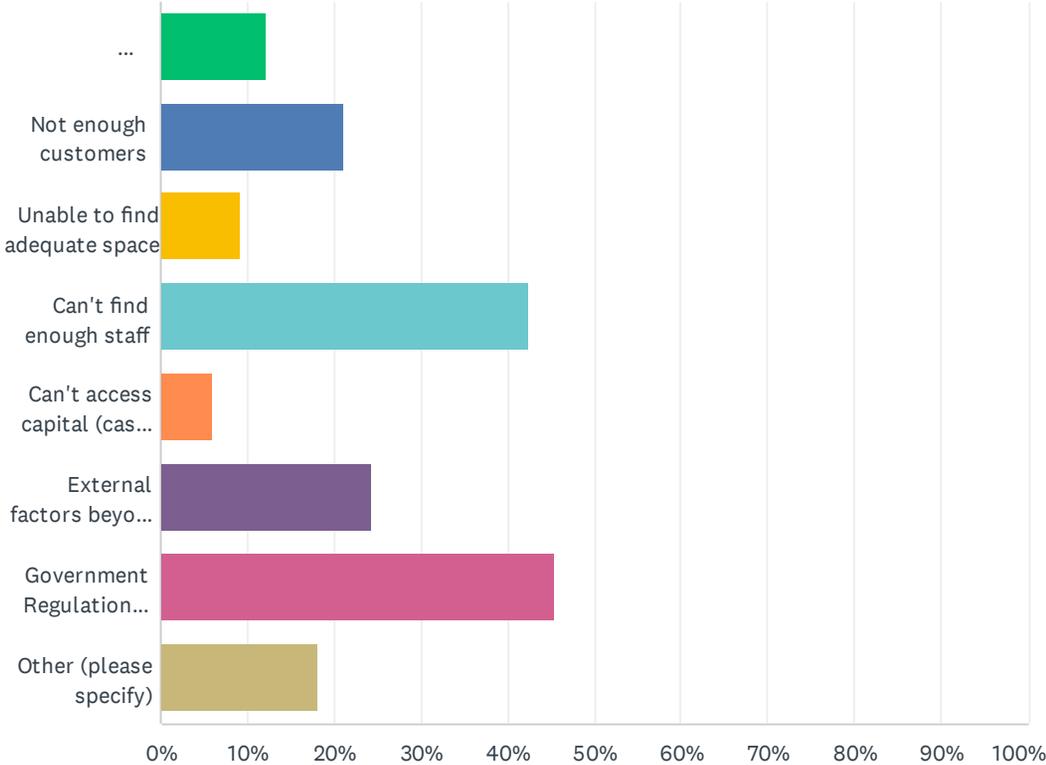
■ Has been di...   
 ■ Same as it ...   
 ■ Has becom...   
 ■ (no label)

■ (no label)

	HAS BEEN DIFFICULT TO OBTAIN	SAME AS IT EVER WAS	HAS BECOME EASIER TO OBTAIN	(NO LABEL)	(NO LABEL)	TOTAL	WEIGHTED AVERAGE
Money/Financing	30.00% 9	60.00% 18	6.67% 2	3.33% 1	0.00% 0	30	1.83
Labor/Employees	51.61% 16	41.94% 13	0.00% 0	3.23% 1	3.23% 1	31	1.65
Equipment/Machinery	17.24% 5	68.97% 20	3.45% 1	10.34% 3	0.00% 0	29	2.07

### Q15 What is the greatest hindrance to your growth? Check all that apply.

Answered: 33 Skipped: 0

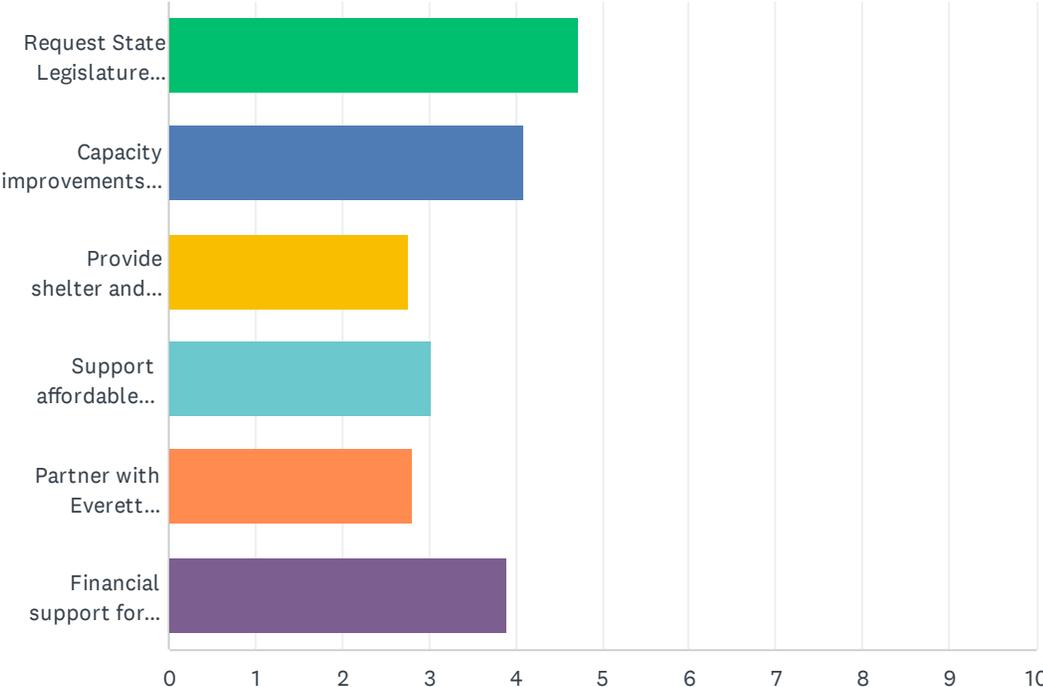


2021 City of Monroe Business Survey

ANSWER CHOICES	RESPONSES	
None of the above	12.12%	4
Not enough customers	21.21%	7
Unable to find adequate space	9.09%	3
Can't find enough staff	42.42%	14
Can't access capital (cash or machinery/equipment)	6.06%	2
External factors beyond control	24.24%	8
Government Regulation (Codes, Tax, Licensing, Mandates)	45.45%	15
Other (please specify)	18.18%	6
Total Respondents: 33		

### Q16 Please rank the city's Economic Development investment priorities. #1 as the most important

Answered: 33 Skipped: 0



2021 City of Monroe Business Survey

	1	2	3	4	5	6	TOTAL	SCORE
Request State Legislature finish State Route 522 between Monroe and Paradise Rd.	43.33% 13	26.67% 8	10.00% 3	6.67% 2	6.67% 2	6.67% 2	30	4.73
Capacity improvements on US2 between Monroe and Stevens Pass	21.88% 7	28.13% 9	18.75% 6	9.38% 3	12.50% 4	9.38% 3	32	4.09
Provide shelter and services to chronically homeless	9.38% 3	12.50% 4	12.50% 4	18.75% 6	6.25% 2	40.63% 13	32	2.78
Support affordable housing adjacent to business districts.	6.25% 2	15.63% 5	9.38% 3	18.75% 6	43.75% 14	6.25% 2	32	3.03
Partner with Everett Community College to provide workforce training.	0.00% 0	6.06% 2	21.21% 7	36.36% 12	21.21% 7	15.15% 5	33	2.82
Financial support for small businesses impacted by COVID-19	24.24% 8	12.12% 4	30.30% 10	9.09% 3	12.12% 4	12.12% 4	33	3.91

## Q17 What tools, actions, could government (City of Monroe, Snohomish County or WA State) take to assist in your business growth or expansion, or prevent a downsize, relocation or closure?

Answered: 26 Skipped: 7

#	RESPONSES	DATE
1	I'm good	3/9/2022 2:00 PM
2	complete hwy projects for easier access to and from Monroe	2/26/2022 11:48 AM
3	Affordable rent / better understanding of demographics information for informed retail expansion decision making.	2/26/2022 8:25 AM
4	Streamline permitting and inspection processes.	2/24/2022 8:28 AM
5	I haven't looked for a new staff member to replace the one I lost at the end of last year. I am hesitant to start looking since people are wanting \$55 an hour and that's more than I can afford. My work is 100% remote and finding people who can work independently is difficult.	2/24/2022 8:20 AM
6	It's time to open the state back up. Stop funding employees to stay home. Start cleaning up the streets and make the homeless population either move into shelters, or get a job. It's time to clean up Monroe	2/6/2022 12:39 AM
7	We would like to stay in Monroe, but recognize that we would also like to grow/expand. We are actively looking for a space or looking to build a space. Parking in downtown Monroe is very difficult for our clients. In 2016, the state of Washington began taxing our type of service as a retail. This means taxes are significantly higher for our type of business as well. We would love to connect and receive more support from the city of Monroe, as well as the Chamber but recognize that we are also limited in our time. We are heavily invested in this community and volunteer in other areas as well and would love to know how we can better partner with the city of Monroe to engage and collaborate on ways to offer our services to more residents.	2/2/2022 7:42 AM
8	Attract more businesses, create affordable housing including more rental units, tax incentives to attract larger businesses, faster approval of zoning requests and subdivision approval.	2/2/2022 7:32 AM
9	Do not make the vaccine mandatory for employment. Do not make the vaccine required for dining in. Do not impose the bag ban. Do not make things harder for small biz than they already are.	2/1/2022 9:27 PM
10	Traffic reduction. Safety in the neighborhoods and around downtown areas	2/1/2022 8:42 PM
11	End all mandates immediately. Its ridiculously for them to even try and enforce and a huge overstep of their power. End all mandates now.	2/1/2022 8:02 PM
12	Help prevent negative comments on social media	1/31/2022 8:02 PM
13	It has become increasingly hard for potential and existing students/customers to find parking on West Main Street. There are owner operated businesses in downtown Monroe, like myself, who have not qualified for Covid-19 assistance and we continue to struggle as we are impacted by issues like a lack of public parking for our clients. I would like to see the City make it easier for local, actually small owner operated business like mine to stay in business in Monroe. As a city licensed and tax paying business owner in downtown Monroe, I feel that the city appears to have very little interest in promoting this area and driving people to it. It is all left up to Monroe Chamber of Commerce and any other small downtown groups to promote this area.	1/31/2022 10:25 AM
14	resolve the unwarranted COVID restrictions before I move out of state.	1/26/2022 7:17 PM
15	Small town and not enough available retail space available in 15,000 sq. ft. plus size.	1/15/2022 12:32 PM
16	Vote to get rid of any COVID related restrictions. Do not allow any COVID related mandates.	1/14/2022 9:45 PM
17	Don't be anything like King County	1/14/2022 8:02 PM

## 2021 City of Monroe Business Survey

18	The city of Monroe in my eyes is doing an excellent job of communicating with business owners, Organizations, Community members, Workers in the community, and all around involvement with on going interest and events in Snohomish County especially local in Monroe. Monroe shows appreciation to and for the community and its members. I wish all towns were more like the City of Monroe. Well Organized, efficient, caring, interested, involved. Thank You for all you do, and the support you have given me during my transition into the East County Navigation position, contracted through Snohomish County. It has been a pleasure working with the city of Monroe and its staff members.	1/10/2022 9:32 AM
19	Better commute for possible employees outside Monroe, 522 and Hwy 2	12/28/2021 9:47 AM
20	With additional population growth, i.e. more cars on the road, there needs to be more funding put towards transportation and easing congestion on roadways. E.g. US 2 needs to be four lanes from Everett to the top of Stevens Pass. Also bypassing would be another option to look at. Thanks for your interest!	12/28/2021 8:22 AM
21	Greater emphasis on vaccinating residents. There was great difficulty finding an appropriate booster shot. Finally find one in City of Snohomish.	12/27/2021 5:20 PM
22	More Zoning for Business properties	12/22/2021 3:45 PM
23	Relocation is on the table for us due to not feeling safe getting from our office to cars, especially late at night. The police force has been rude to my employees, making me look for new office space.	12/22/2021 1:45 PM
24	Remove the mandates.	12/22/2021 12:17 PM
25	Keep a lid on local sales tax increases	12/22/2021 9:46 AM
26	The businesses that are NOT on Main street need to be acknowledged! Signage on hiway 2 and on 522 coming into Monroe.	12/22/2021 9:35 AM



# MONROE PARK BOARD

Park Board Meeting  
Thursday, April 21, 2022, 7:00 PM  
Zoom Online Meeting Platform

**Park Board Members**  
Amy Martin, Jessie Robinson,  
Keith Dahlenburg, Daniel  
Enrico,  
and Ron Petrick

## MINUTES

### 1. CALL TO ORDER

Chair Robinson called the Park Board Meeting to order at 7:20pm via Zoom online meeting platform

### 2. ROLL CALL

<input checked="" type="checkbox"/> Amy Martin	Board Member/Resident
<input type="checkbox"/> Keith Dahlenburg	Board Member/Resident
<input checked="" type="checkbox"/> Ron Petrick	Board Member/Resident
<input checked="" type="checkbox"/> Jessie Robinson	Chairperson/Resident

Board Member Petrick was late to the meeting. Arrival Time: 7:20pm.  
Board Member Dahlenburg was absent.  
Board Member Enrico resigned from his position prior to the meeting.

### 3. PUBLIC COMMENTS

None

### 4. APPROVAL OF MINUTES

Motion was made by Chair Robinson, seconded by Board Member Petrick, to approve the February 17, 2022 minutes. Motion carried 3-0.

### 5. NEW BUSINESS

#### 5.1. American Rescue Plan Act (ARP) Application Review Volunteers

Rich Huebner presented the ARP second round statistics. He asked for Board Members to volunteer to review the current applications. Board Member Martin volunteered. Chair Robinson volunteered as alternate.

### 6. STAFF/DEPARTMENT REPORTS

**6.1. 2023 Strategic Priorities and 2023-2027 Strategic Plan**

Becky Hasart presented the Strategic Plan to the Park Board. She highlighted the strong connections the plan has with the parks' vision and explained that there will be a bi-annual budget review where detailed requests from the boards will need to be submitted by August 1st, 2022. Requests from the board will help determine how to prioritize the funds and planning.

**6.2. North Hill Area Neighborhood Park Update**

Ben Swanson presented the updates for the North Hill Area Park and the initial site design. With the increased costs of materials, labor, etc., the development of the park will be split into two phases. Currently, Phase 1 is forecasted to complete the infrastructure, open field play, walking paths, and one picnic shelter. Phase 1 will be obtained by RCO grants and a local parks grant (with a 50% match from the City).

**6.3. Community Development Department Report**

Ben Swanson presented an overview of the Community Development Report. He highlighted the plans for the sidewalk adjacent to the Fairgrounds on HWY2 and the increase in new housing development plans. Becky Hasart stated that we are exceeding our projected revenues for new building permits for 2022.

**7. ADJOURNMENT**

7.1. Chair Robinson motioned to adjourn and Board Member Petrick seconded. Motion carried 3-0 and meeting adjourned at 8:08pm.

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CAO

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Mayor



## AGENDA BILL

**Meeting Date:** May 19, 2022

**Meeting Type:** Park Board

**Staff Contact:** Mike Farrell, Parks & Recreation  
Director

**Department:** Parks & Recreation

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**SUBJECT:** Naming of North Hill Area Park

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**PREVIOUS DISCUSSION:**

None

**PUBLIC HEARING(S):**

N/A

**REQUESTED ACTION:**

Motion to recommend to the Monroe City Council *Trombley Park* as a name for the City-owned 5-acre undeveloped park property located on southwest corner of 134th St SE & 191st Ave SE, Snohomish County Parcel #28063600105500.

**POLICY CONSIDERATIONS:**

*The policy question for the Park Board is what formal name to recommend to City Council for the City-owned 5-acre undeveloped park property located on southwest corner of 134th St SE & 191st Ave SE, informally known as 'North Hill Area Neighborhood Park'.*

**DESCRIPTION/BACKGROUND:**

The City of Monroe purchased the five acres of land last year to develop a park to serve the surrounding neighborhoods. The land was formerly owned by the Trombley family. Isadore and Grace Trombley moved to Monroe from Michigan and homesteaded the North Hill area in 1910. Portions of the original homestead were sold off over the years. However, descendants of Isadore and Grace Trombley envisioned this area as a city park. They approached the City with idea in 2018 and in 2021 the City purchased the land.

As an agreed-upon written term within both the executed *Letter of Intent* to purchase the property and executed *Purchase and Sale Agreement (Section 29. PARK USE AND NAME)*, the City of Monroe has agreed to consider the Sellers' proposed name (Trombley Park) for the park in accordance with any applicable City of Monroe Policy and/or standards for naming park and recreational facilities.

A written City policy does not exist for naming park and recreational facilities. However, in 2019 the Monroe City Council by resolution named the Foothills Wetland Reserve, a recreational open space property, after a name was proposed as part of a conservation grant award. The proposed name was considered by the Monroe Park Board, who in turn passed a recommendation to the Monroe City Council. Staff propose to follow the same process of presenting the Sellers' recommended name: *Trombley Park* to the Monroe Park Board for their consideration to make a recommendation to the City Council to consider by resolution.

**FISCAL IMPACTS:**

N/A

**TIME CONSTRAINTS:**

Staff have submitted two State RCO grant applications to help fund eventual design and development to activate the park for the community. Formalizing the name of the park should occur prior to public use of the park.

**ALTERNATIVES TO REQUESTED ACTION:**

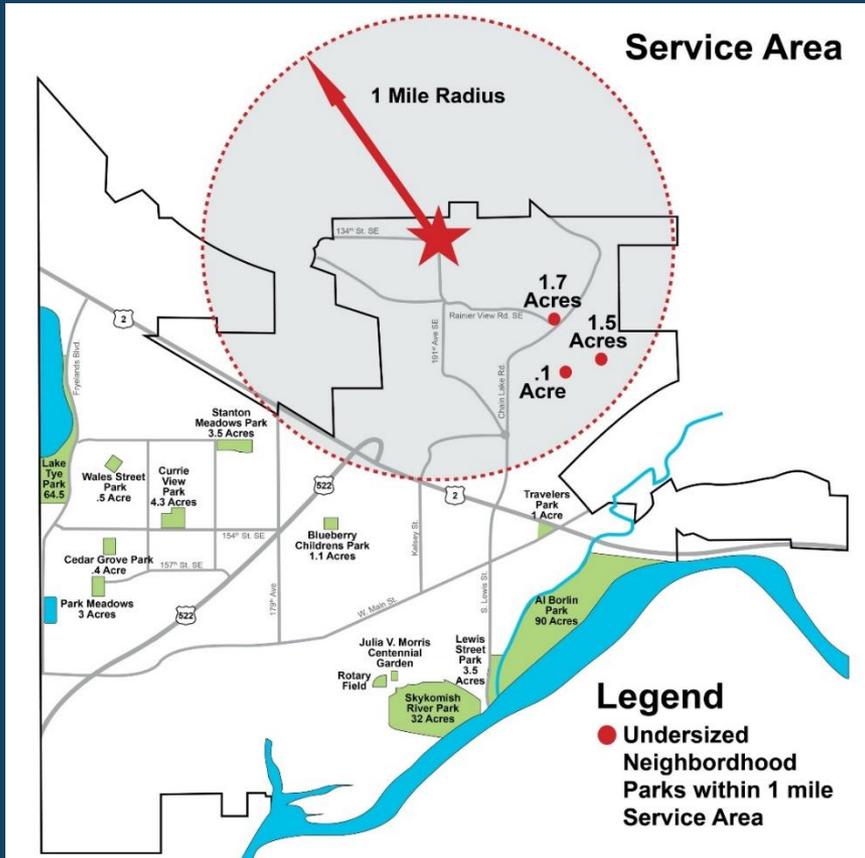
Take no action; request additional information be presented by Staff prior to action.

**ATTACHMENTS:**

[North Hill Area Park Story](#)

[Executed Purchase and Sale Agreement](#)

# North Hill Area Park



*'It is critical to identify and acquire specific area of Monroe properties for the development of a neighborhood park in the North Hill'. 2015 PROS Plan*

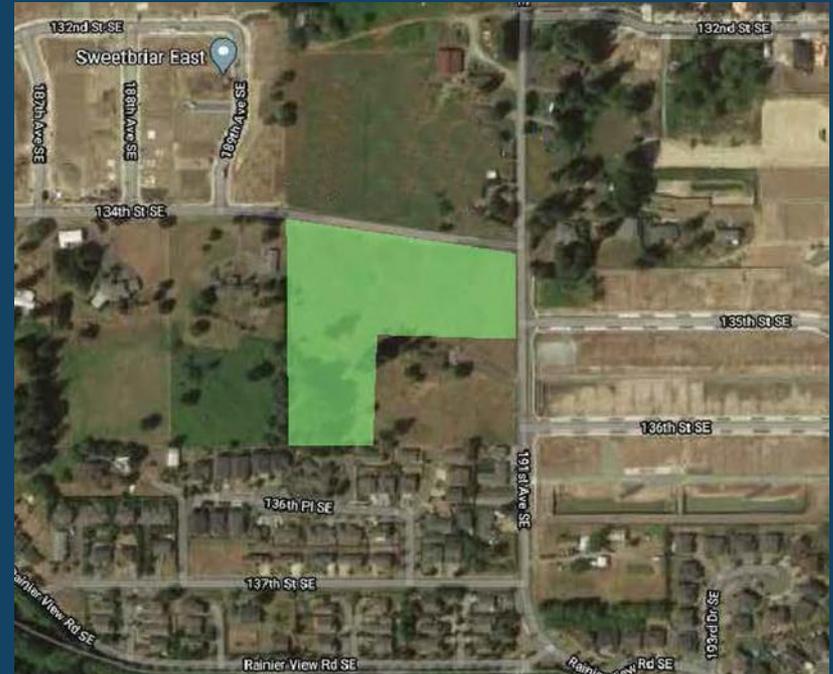
## Why Purchase Park Property in North Hill Area?

- City population has more than tripled over thirty years with most recent growth occurring in the North Hill area.
- Severe park land deficit north of US 2 in rapidly growing residential area.
- **Area residents required to travel long distance to access nearest neighborhood park.**
- Strategic objective in several Parks, Recreation & Open Space (PROS) Plans dating from 2003.
- Current PROS Plan Policy: Promote investment in parks to keep pace with growth.
- Park Board work plan priority 2003-2009, 2018-present.
- Multi-year targeted land search by City
- Challenges in competing with developers for scarce developable land (2003-2018).

# North Hill Area Park

## Why Purchase the Trombley Property?

- 2018 - Trombley family heirs approach City with desire to sell one of few remaining developable tracts in North Hill area for use as a city park to preserve open space.
- Do not have to compete with developers for land.
- Appraised value: \$1,307,000 for 5-acre portion of property with future opportunity to purchase remainder 3.2 acres.





- Multi-year targeted land search by City
- Uniquely suited - Level grades for park development, good access street frontage
- Surrounded by new residential
- Meets City Neighborhood Park Standards
- Central location – Service Area **Perfect Fit**
- Expanded Access and Visibility
- Expansion Opportunity
- Preserve Spacious Views

# North Hill Area Park

## What's Been Done to Secure the Property?

- Monroe City Council Executive Sessions held 8/19, 1/20, 8/20 to discuss property acquisition pursuant to RCW 42.30.110(1)(b)
- 2019 - Monroe City Council authorized Mayor to sign Letter of Intent to execute a Purchase and Sale Agreement(PSA) with due diligence period, parcel revision, contingencies, terms and conditions.
- 8/2019 Monroe Park Board Executive Session to discuss property acquisition pursuant to RCW 42.30.110(1)(b).
- Project included in 2019 ECPRD bond measure, receives over 60% support from Monroe resident voters despite coming up short district-wide.
- 6/2020 Council approves \$1 million dollar state grant application; to significantly reduce cost of acquisition.
- 8/2020 – Council approves amendment to Park Capital Improvement to fund project.
- 8/2020 - City Council authorized Mayor to sign purchase and sale agreement with 6-month due diligence period.

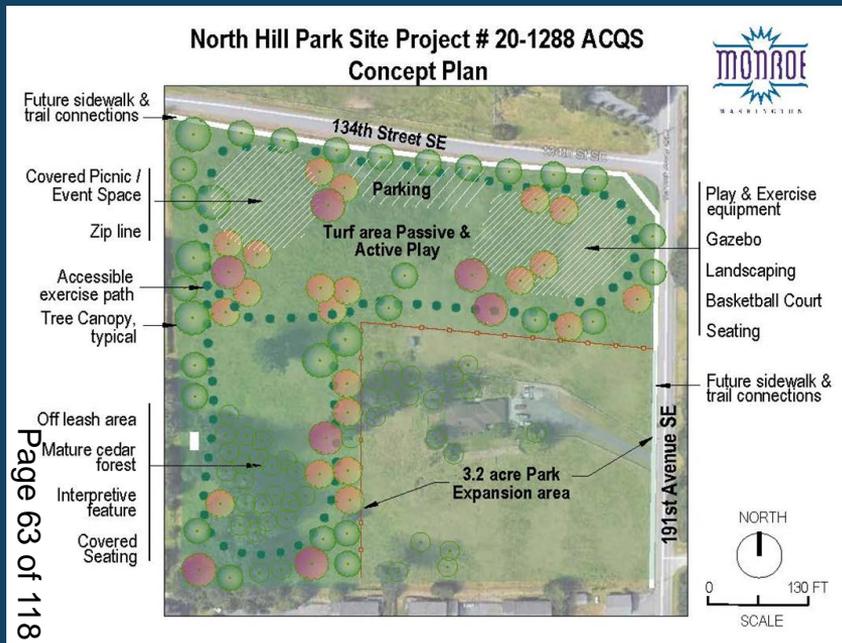
# North Hill Area Park



View south toward Skykomish Valley

## Parkland Design & Development Next Steps

- After acquisition, property will be undeveloped public park site, with short-term limited public access (pedestrian) and recreation opportunities (eg. soft surface walking trails, open play areas, view benches, off-leash area, etc.).
- Design/development probable costs in 2019: \$1,800,000 (PROS Plan estimate), including sidewalk/curb frontage improvements.
- Matching grant opportunities for development will be pursued during next grant round (2022).
- Investment cost efficiencies include: acquire property in appreciating investment environment, phased project site investment, future development – option to expand park.
- Strategic park land acquisition here will leave legacy of providing recreational opportunities for new and future residents within this fast-growing area of Monroe.



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 26<sup>th</sup> day of October, 2020 ("Effective Date"), by and between the City of Monroe, a Washington municipal corporation ("Purchaser"), and Cathy McCain, as her separate estate, and Randall Lee Cavner, as Personal Representative of the Estate of Betty Cavner (each a "Seller" and collectively "Sellers"), as tenants in common.

### RECITALS

A. Sellers jointly own, as tenants in common, certain real property situate in Snohomish County, State of Washington, located at 13508 191<sup>st</sup> Avenue S.E., Monroe, Washington, identified as Snohomish County Assessor's Parcel No. 28063600105200, and legally described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full ("Sellers' Parcel").

B. Purchaser desires to purchase, and Sellers desire to sell, a portion of Sellers' Parcel, in accordance with the terms and conditions set forth in this Agreement.

### TERMS

To provide for the purchase and sale of the real property as herein described, and in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which are mutually acknowledged, it is hereby agreed by and between Sellers and Purchaser (collectively, "the parties") as follows:

1. PURCHASE AND SALE. Sellers agree to sell to Purchaser, and Purchaser agrees to purchase from Sellers, upon the terms and conditions herein set forth, the following real property interest(s):

A portion of Sellers' Parcel, consisting of approximately five (5) acres, in the approximate size, location and configuration depicted in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full ("the Property").

It is mutually understood by the parties that the Property does not currently exist in the size and configuration desired by Purchaser, and that a Parcel Revision, as defined herein, will be necessary in order to revise and divide Sellers' Parcel therefore. Purchaser shall, at Purchaser's sole expense, perform or cause to be performed a formal survey ("Survey") setting forth the legal description of the Property, in accordance with subsection 5(d). A copy of the Survey, and the legal description of the Property resulting therefrom, shall be provided to the Sellers for Sellers' review and approval, which approval shall not be unreasonably withheld, and shall thereafter be appended to and incorporated by this Agreement as Exhibit B-1.

The portion of Sellers' Parcel that does not include the Property ("Remainder Parcel") shall be subject to a Right of First Refusal pursuant to Section 26.

2. PURCHASE PRICE AND TERMS OF PAYMENT. The total purchase price (“Purchase Price”) for the Property is ONE MILLION THREE HUNDRED SEVEN THOUSAND DOLLARS (\$1,307,000). The balance of the Purchase Price, less the Earnest Money Deposit, is due and payable at Closing. The Purchase Price shall be allocated to each Seller as follows: \$185,500 to Seller Cathy McCain, and \$1,121,500 to Seller Randall Lee Cavner. The Purchase Price is separate from and additional to the cost(s) of the Utility Installation/Fees and Fence Installation Payment set forth in Section 27 and Section 28, respectively.

3. EARNEST MONEY DEPOSIT. Within five (5) business days following the Effective Date, Purchaser shall deliver to Escrow Company, for the benefit of Sellers, One Hundred Thirty Thousand Seven Hundred Dollars (\$130,700) earnest money in substantially the form of the earnest money note provided in Exhibit C (the “Earnest Money Note”). The Earnest Money Note shall convert to cash and shall become nonrefundable but applicable to the Purchase Price (“Earnest Money Deposit”) upon Purchaser’s written notice to waive its contingencies set forth in Section 6 below. The Earnest Money Note shall be held by Escrow Company.

Subject to the foregoing, the Earnest Money Deposit shall be nonrefundable after the expiration of the Due Diligence Period set forth in Section 5 including any mutually agreed extensions thereof, except in the event of Sellers’ default as provided in Section 12(a), and shall be applied to the Purchase Price at Closing; PROVIDED, IN THE EVENT PURCHASER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY AS SPECIFIED HEREIN, THE EARNEST MONEY DEPOSIT SHALL BE FORFEITED TO SELLERS AS LIQUIDATED DAMAGES, BUT NOT AS A PENALTY, AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLERS. IN THE EVENT OF SUCH FORFEITURE, THE ALLOCATION FOR EACH SELLER SHALL FOLLOW THE PERCENTAGE FRAMEWORK SET FORTH IN SECTION 2. Purchaser and Sellers agree that the liquidated damages represent a reasonable sum considering all of the circumstances existing on the date of this Agreement and further represent a reasonable estimate of the losses that Sellers will incur if Purchaser fails to purchase the Property after all conditions precedent to Purchaser’s performance have been satisfied. The Earnest Money Deposit shall be refunded to Purchaser in the event that Purchaser gives Sellers and Escrow Company written notice of its decision not to proceed with the purchase of the Property prior to the end of the Due Diligence Period, including any extensions thereof.

4. CONVEYANCE; SELLERS’ WARRANTIES. Upon Closing, title to the Property shall be conveyed from Sellers to Purchaser by a Statutory Warranty Deed (“the Deed”), subject only to the exceptions described in Section 9. Sellers warrant that they have marketable title to the Property subject only to the exceptions listed in the title commitment to be provided by Sellers to Purchaser.

5. DUE DILIGENCE PERIOD; PARCEL REVISION.

a. **Duration and Purpose of Due Diligence Period.** Commencing upon the Effective Date, Purchaser shall have a period (“Due Diligence Period”) of not more than one

hundred eighty (180) days to inspect the Property and to review any relevant reports and studies and perform any tests, analysis or evaluation of the Property (“Inspection Condition”), during which period Purchaser shall proceed with due diligence and in good faith to satisfy the Closing contingencies set forth herein.

**b. Expiration of the Due Diligence Period.** Upon expiration of the Due Diligence Period, including any mutually agreed extensions thereof, without written notice having been delivered by Purchaser to Sellers and Escrow Company stating that Purchaser’s acquisition of the Property is not feasible in Purchaser’s sole discretion, Purchaser shall be obligated to proceed with the Closing of the purchase of the Property except as otherwise provided herein. If during the Due Diligence Period, including any extensions thereof, Purchaser gives written notice to Sellers and Escrow Company that such acquisition is not feasible, Purchaser shall be entitled to a refund of the Earnest Money Deposit, and all rights and obligations of the parties under this Agreement shall thereupon be terminated except as expressly provided herein.

**c. Information.** No later than five (5) days after the Effective Date, Sellers shall provide Purchaser with copies of any of the following documents, should they exist and be in Sellers’ possession, that relate directly to the Property:

- (i) As-built surveys;
- (ii) Construction documents, including any architectural, mechanical, electrical, plumbing and civil drawings;
- (iii) Soils or other engineering reports;
- (iv) Environmental studies;
- (v) Contracts, specifically including without limitation leases; and
- (vi) Other reports or studies that Purchaser may reasonably request in writing.

The parties mutually acknowledge that the above-referenced documents are public records upon Purchaser’s receipt thereof and may be disclosed to third parties.

**d. Access and Right of Entry; Survey.** At Purchaser’s expense, Purchaser shall have Seller’s Parcel surveyed, new boundary monuments set, and new legal description(s) written to reflect the boundaries of the Property and the Remainder Parcel as defined herein (“Survey”). During the Due Diligence Period, upon at least three (3) days prior notice to Sellers, Purchaser and/or its authorized representatives and agents may access and enter upon the entire Property at reasonable times for purposes of inspection and to conduct test pit samples for soil suitability and other studies reasonably necessary for Purchaser, including without limitation the Survey. Purchaser shall be permitted to bring equipment onto the Property and to disturb the surface and soils thereof as may be reasonably required for such inspection, surveying and testing. All such inspection, surveying and testing shall be at Purchaser’s sole expense and Purchaser at its sole expense shall thereafter return the Property, as near as reasonably possible, to its pre-existing condition. Purchaser shall, upon written request, promptly provide Sellers with

a copy of any report(s) arising from any inspection or testing conducted with respect to the Property. Purchaser shall defend, indemnify and hold Sellers harmless from all claims, liabilities or causes of action arising out of personal injury or property damage to the extent such injury or damage is proximately caused by Seller's entry upon and use of the Property pursuant to this subsection.

**e. Parcel Revision.** No later than thirty (30) days after the Effective Date, Sellers and Purchaser shall jointly submit a request to the City of Monroe Community Development Department for a parcel revision ("Parcel Revision") pursuant to subsection 22.68.030(C)(7) of the Monroe Municipal Code (MMC) as necessary to divide Sellers' Parcel, and specifically to define the Property, into the size and configuration set forth in Exhibit B. Purchaser shall be responsible for paying any and all applicable regulatory fees and charges associated with the Parcel Revision. The City of Monroe Community Development Department's final approval and recording of a Lot Status Determination, or similar instrument, documenting the Parcel Revision and defining the Property into the size and configuration set forth in Exhibit B shall be an express contingency of Closing.

## 6. CONTINGENCIES.

**a. Contingencies.** Purchaser's obligation to proceed with the Closing of the purchase of the Property is expressly contingent upon satisfaction of the contingencies identified in this Agreement, including without limitation the following:

- (i) **City Council Authorization:** This transaction is contingent upon formal authorization by the Monroe City Council prior to the Closing.
- (ii) **Feasibility:** This transaction is contingent upon Purchaser's inspection and review of the Property and Purchaser's determination that the Property is satisfactory to Purchaser and meets Purchaser's needs for its intended use, in Purchaser's sole subjective discretion.
- (iii) **Survey:** This transaction is contingent upon any matters revealed by the Survey being acceptable to Purchaser, in Purchaser's sole subjective discretion.
- (iv) **Parcel Revision and Property Size:** This transaction is contingent upon:  
(a) the City of Monroe Community Development Department's final approval and recording of a Lot Status Determination, or similar instrument, documenting the Parcel Revision and revising Sellers' Parcel into the size and configuration set forth in Exhibit B, and (b) the resulting property lines and parcel size of the Property being acceptable to Purchaser in Purchaser's sole subjective discretion.
- (v) **Inspection:** This transaction is contingent upon Purchaser's inspection, at its sole expense, of the Property and all improvements thereupon showing

that the condition of the Property is satisfactory to Purchaser, in Purchaser's sole subjective discretion. Purchaser's inspection may include, but shall not be limited to geotechnical analysis including borings for soil samples, archeological testing, Level I and/or Level II environmental assessments, critical area, hazardous waste and pest inspection.

- (vi) **Condition of Title:** This transaction is contingent upon the condition of title to the Property being acceptable to Purchaser, in Purchaser's sole subjective discretion, pursuant to Section 9.
- (vii) **Sellers' Representations:** This transaction is contingent upon all of Sellers' representations and warranties being true as of the date of closing.

**b. Contingency Failure.** In the event of the failure of a contingency, Purchaser shall promptly give written notice to Sellers and Closing Agent of such contingency failure, in which event this transaction shall terminate, this Agreement shall be null, void and unenforceable, and the Earnest Money Deposit shall be refunded to Purchaser.

**c. Satisfaction or Waiver.** Purchaser may waive any of the above contingencies at any time by written notice to Sellers and Closing Agent signed by Purchaser. Except for the City Council Authorization contingency set forth at subsection 6(a)(i) and the Sellers' Representations contingency set forth at subsection 6(a)(vii), a contingency shall be deemed satisfied or waived if the Purchaser does not give written notice of the failure of the contingency on or before the last day of the Due Diligence Period.

## 7. HAZARDOUS MATERIAL.

**a. Definition of Hazardous Material.** As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "hazardous substance" or similar term under the Federal Water Pollution Control Act (33 U.S.C. §1317), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601), (iv) petroleum, (v) asbestos or (vi) which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law.

**b. Presence of Hazardous Material.** Sellers warrant to the best of Sellers' actual knowledge, that as of the Effective Date of this Agreement Sellers are not aware of the presence on or beneath the Property of any legally unacceptable levels of Hazardous Materials. For

purposes of this section, "Sellers' actual knowledge" means the actual knowledge, as of the Effective Date of this Agreement, of either Seller.

**c. Right to Inspect.** Prior to the expiration of the Due Diligence Period, Purchaser shall have the right, at its cost and expense, to conduct such physical inspections of the Property as necessary in order to determine the presence or absence of Hazardous Material on or under the Property in accordance with subsection 5(d).

8. **INDEMNITY.** The parties agree to defend, hold harmless, and indemnify each other, their respective officers, officials and employees, from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys' fees and costs incurred by the indemnitee for liability resulting from any breach of the warranties and representations in this Agreement. The representations and warranties contained in this Agreement and this indemnity shall survive Closing.

9. **TITLE.** Sellers, at Sellers' expense and upon delivery, shall provide Purchaser with an Alta 2006 Standard Owner's Policy from Chicago Title Company ("Title Insurance Company"). Sellers shall make request for said commitment within five (5) days from the Effective Date of this Agreement. Purchaser shall inform Sellers of any objections it has to the listed exceptions to insurable title identified in the title report within thirty (30) days of Purchaser's receipt of the report, and Sellers shall thereupon have the option of curing any stated objection. If Sellers declines to cure any exception objected to by Purchaser, this Agreement shall terminate, and Purchaser, as its sole and exclusive remedy, shall be refunded the Earnest Money Deposit, unless Purchaser agrees within 15 days to withdraw its objection to the exception. All exceptions not objected to, or for which Purchaser waives its objection, shall be referred to as "Permitted Exceptions". Sellers' conveyance of title by the Deed pursuant to subsection 10(e) shall be subject to the Permitted Exceptions.

#### 10. ESCROW AND CLOSING.

**a. Closing Agent; Date of Closing.** The sale shall be closed at the Everett, Washington offices of Chicago Title Company ("Closing Agent" or "Escrow Company"), on a date mutually agreeable to the parties but not later than: (i) thirty (30) days from approval of the Parcel Revision, if no timely administrative and/or judicial appeal(s) of such approval have been filed, or (ii) one year from the anniversary date of this Agreement, whichever occurs last. Purchaser and Sellers shall deposit with the Closing Agent, all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Sellers agree to maintain the Property and its improvements, if any, in their present condition, normal wear and tear excepted, until Purchaser is entitled to possession. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Closing Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of any interruption of available transport; strikes, fire, flood or extreme weather; governmental regulations; pandemic; incapacitating illness; acts of God; or other similar occurrences; the Closing date may be extended beyond cessation of such condition with written agreement of the parties.

**b. Expenses of Escrow.** Title insurance premiums and all other costs or expenses of escrow shall be paid as follows:

- (i) the cost of securing the above-referenced title insurance policy for Purchaser shall be paid by Sellers;
- (ii) the additional cost of securing any extended coverage title policy, including the cost of the Survey, shall be paid by Purchaser;
- (ii) the cost of discharging any liens or encumbrances to clear title, shall be paid for by Sellers;
- (iii) the costs of recording the Deed to Purchaser shall, including stamps, shall be paid by Purchaser; and
- (iv) all other expenses of escrow shall be shared equally by the parties.

**c. Pro-Rations.** All real property taxes and utility charges against the Property shall be pro-rated as of the date of Closing. Said prorations, if any, shall be effected on the basis of the latest available utility and/or tax bills and other applicable statements and based upon a 365-day calendar year. If current year utility and/or tax statements are not available at the close of escrow, the prorations will be made as above provided and shall be adjusted between Purchaser and Sellers outside of escrow as soon as the utility and/or tax bills or other information is available.

**d. Closing Defined.** Closing for the purpose of this Agreement is defined as the date that all documents are executed and the sale proceeds and other payments required hereunder are available for disbursement to Sellers. When notified, Purchaser and Sellers will deposit, without delay, in escrow with Closing Agent, all instruments and monies required to complete the transaction in accordance with this Agreement and/or otherwise required by the Closing Agent or by law.

**e. Statutory Warranty Deed.** At closing, Sellers will convey marketable title to the Property to Purchaser by statutory warranty deed (the "Deed"), subject only to the Permitted Exceptions, with all other exceptions to be removed or satisfied at or prior to Closing.

**f. Purchaser Deliveries.** At or before Closing, Purchaser shall deposit into Escrow the following items:

- (i) funds transmitted by wire transfer in the amount of the Purchase Price (less the amount of the Earnest Money Deposit), together with Purchaser's share of closing costs and prorations, as provided in this Agreement;

- (ii) funds transmitted by wire transfer in the amount of the Fence Installation payment;
- (iii) a real estate excise tax affidavit executed by Purchaser;
- (iv) a Lot Status Determination approved by the City of Monroe Community Development Department; and
- (v) such additional deliveries as may be reasonably requested by Sellers.

**g. Sellers' Deliveries.** At or before Closing, Sellers shall cause to be delivered into Escrow the following documents:(i) The Deed to the Property, subject only to the Permitted Exceptions, properly executed and acknowledged on behalf of Sellers;

- (ii) a certificate executed by Sellers to the effect that neither Seller is a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;
- (iv) a real estate excise tax affidavit executed by Sellers;
- (iii) two counterparts of a Right of First Refusal executed by Sellers as defined in Section 26;
- (iv) without prejudice to subsection 10(h), an updated Letters Testamentary, dated no earlier than 30 days prior to the Closing, demonstrating to Purchaser's reasonable satisfaction Seller Randall Lee Cavner's: (a) status as Personal Representative of the Estate of Betty Cavner, and (b) authority to convey the Property to Purchaser; and
- (v) such additional deliveries as may be reasonably requested by Purchaser.

**h. Proof of Authority.** Purchaser and Sellers each shall deliver such proof of authority and authorization to enter into this Agreement and consummate the transaction contemplated by this Agreement and such proof of power and authority of the individual(s) executing and delivering any instruments, documents or certificates to act for and bind such party, as reasonably may be required by Escrow Company.

**i. Other Documents.** Purchaser and Sellers shall deliver such other documents or instruments as are reasonably required to consummate this transaction in accordance with this Agreement, including without limitation closing statements.

**j. Possession.** Sellers shall deliver possession of the Property to Purchaser at Closing.

**k. Disbursement and Other Actions.** At the Closing, Escrow Company promptly shall undertake all of the following in the manner indicated.

(1) Funds. Escrow Company shall disburse all funds deposited by Purchaser as follows:

- (i) Disburse the Purchase Price to Sellers, in the allocation set forth in Section 2, net the total amount chargeable to Sellers, if any, as the result of prorations and credits pursuant to subsection 10(c).
- (ii) Disburse the Fence Installation Payment to Seller Cathy McCain.
- (iii) Disburse the remaining balance of the funds, if any, to Purchaser promptly following the Closing.

(2) Recording. The Escrow Company shall cause the Deed, the Right of First Refusal, and any other documents that the parties may mutually direct to be recorded in the Official Records of Snohomish County, Washington and obtain conformed copies thereof for distribution to Purchaser and Sellers.

(3) Title Policy. Escrow Company shall issue the extended title policy to Purchaser.

(4) Disbursement of Documents to the Parties. The Escrow Company shall disburse to each party any counterpart documents per the instructions of the parties.

11. POSSESSION. Purchaser shall be entitled to possession of the Property at Closing.

12. DEFAULT.

**a. By Sellers.** In the event of any default by Sellers, Purchaser shall be entitled to immediately cancel this Agreement (in which case the Earnest Money Deposit not yet forfeited under the terms of this Agreement prior to Sellers' default shall be refunded to Purchaser); provided, however, Purchaser may, at its option, waive any default by Sellers and proceed with the purchase of the Property. Without limitation of the foregoing, Purchaser shall in its sole discretion be entitled to specifically enforce this Agreement.

**b. By Purchaser.** In the event of any default by Purchaser, prior to the close of the escrow, Sellers may waive the default, or at Sellers' option, terminate the escrow and Purchaser's right to purchase the Property and retain the forfeited Earnest Money Deposit.

13. ATTORNEYS' FEES. Each party shall be exclusively responsible for paying its own attorneys' fees incurred in the negotiation, drafting and execution of this Agreement. In the event any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Agreement, the substantially prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including, but not limited to the reasonable attorneys' fees of the substantially prevailing party.

14. ASSIGNMENT. This Agreement may not be assigned without the prior written consent of all parties.

15. CASUALTY LAW. Sellers agree to maintain the Property in good condition and to maintain liability insurance on the Property prior to Closing. The parties agree that Purchaser shall not be responsible to acquire any insurance for the Property before Closing.

16. WRITTEN NOTICE. Except as otherwise provided herein, any and all notices provided under this Agreement must be in writing and shall be deemed given when delivered in person, or when deposited with Federal Express or other similar overnight service, return receipt requested, or when deposited in the United States mails, postage prepaid for certified mail, return receipt requested, or upon actual receipt of a facsimile or other similar transmission (provided that a copy of the facsimile is delivered or deposited within twenty-four hours in the manner specified above), properly addressed to Sellers and to Purchaser as follows:

**TO PURCHASER:**

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

**TO SELLERS:**

Cathy McCain  
13508 191<sup>st</sup> Avenue SE  
Monroe, WA 98272

Randall Lee Cavner  
310 State Lake Road  
Baldwin City, KS 66006

With copy to:

Dylan LeValley  
Adams & Duncan, Inc. P.S.  
3128 Colby Avenue  
Everett, WA 98201

Either party may designate a different address for receiving notices hereunder by giving at least ten (10) days written notice thereof to the other party.

17. TIME IS OF ESSENCE AND COMPUTATION OF TIME. Time is of the essence of this Agreement. Unless otherwise stated in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of five days or less shall not include Saturday, Sunday or legal holidays.

18. COMPLETE AGREEMENT. This Agreement supersedes any and all agreements, written or oral between the parties hereto regarding the subject Property, which are prior in time to this Agreement. Neither Purchaser nor Sellers shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

19. COMMISSION. The parties represent and warrant that no brokers are owed a commission with respect to the transaction set forth herein.

20. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue for any suit arising out of or related to this Agreement shall be in Snohomish County, Washington.

21. NON-MERGER. The terms and provisions of this Agreement shall not merge in the Deed or other conveyance instrument transferring the Property to Purchaser at Closing, but shall survive the Closing of this transaction.

22. COUNTERPARTS AND FACSIMILE TRANSMISSION. This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the parties have not executed the same original. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing or original document.

23. EFFECTIVE DATE. This Agreement shall become effective as of the date first listed above when signed by all parties.

24. REGULATORY AUTHORITY PRESERVED. Sellers expressly acknowledge that Purchaser is a municipal corporation organized under the laws of the state of Washington and has executed this Agreement in its proprietary capacity as purchaser of the Property. Nothing in this Agreement shall be construed as waiving, abridging or otherwise limiting the City of Monroe's regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this Agreement shall be construed as entitling any party to any permit, license or other regulatory approval, or as waiving or excusing compliance with any applicable regulatory process.

25. CONDEMNATION. If any part of the Property is condemned prior to the Closing, Sellers shall promptly give Purchaser written notice of such condemnation and Purchaser shall have the option of either applying the proceeds of any condemnation award on a pro rata basis to reduce the Purchase Price or to declare this Agreement terminated by delivering written notice to Sellers, in which event, the Earnest Money Deposit together with accrued interest thereon, shall be refunded to Purchaser.

26. RIGHT OF FIRST REFUSAL. As additional consideration for the Purchase Price, Sellers shall grant to Purchaser a Right of First Refusal with respect to the Remainder Parcel for a period of twelve (12) years. The Right of First Refusal shall be in substantially the form attached hereto as Exhibit D, attached hereto and incorporated herein by this reference as if set forth in full.

27. UTILITY INSTALLATION/FEES. The parties mutually acknowledge that the Remainder Parcel contains an existing single-family residence that is currently served by an on-site well and septic system located on Seller's Parcel. As additional consideration for acquiring the Property, Purchaser shall provide the benefits identified below:

a. Purchaser shall be solely responsible for paying the following fees and charges associated with the Utility Installation (as defined herein) and/or the Remainder Parcel, as applicable, provided that the event triggering the imposition of such fee or charge occurs no later than two (2) years after the Closing:

- i. Water System Development Charge (MMC 13.04.025);
- ii. Applicable fees for the installation of water service (MMC 13.04.090); and
- iii. Sewer System Development Charge (MMC 13.08.270), provided that Sellers, at their sole expense, extend sanitary sewer service to the Remainder Parcel no later than two (2) years after the Closing.

b. Purchaser shall install, or cause to be installed, a water utility service line extending from the existing utility main located within the 191<sup>st</sup> Avenue SE public right-of-way to the eastern lot line of the Remainder Parcel, together with a water service meter (collectively, "Utility Installation"). Purchaser shall complete the Utility Installation within forty-five (45) days of a written request of service by Sellers; provided, that said request shall be made no later than two (2) years after the Closing.

c. Except as expressly provided in this Section 27, Purchaser shall have no responsibility whatsoever for: (i) any applicable fees and/or charges necessary for or otherwise related to the Utility Installation and/or the Remainder Parcel; (ii) any work, fees, charges or costs necessary for or otherwise related to any further extension of any referenced utility service line beyond that specifically described in subsection 27(b), including without limitation any connection of such utility service line with the single family residence located upon the Remainder Parcel; (iii) any work, fees, charges beyond that specifically described in subsection 27(a), including without limitation any costs associated with the installation of any side sewer

service and its connection to the sewer main; (iv) any work, fees, charges or costs necessary for otherwise related to the decommissioning or abandonment of the onsite well and septic system; or (v) any work, fees or charges, including without limitation any fees or charges imposed under Title 13 MMC, necessary for or otherwise related to any future subdivision of the Remainder Parcel.

d. It is expressly understood by the Parties that Purchaser's obligations under this Section 27 are specifically for the benefit of the named Sellers only, are nontransferable and non-assignable, and shall not run with the land.

28. FENCE INSTALLATION PAYMENT. As additional consideration for acquiring the Property, Purchaser shall remit to Seller Cathy McCain a one-time payment sufficient to reimburse Seller Cathy McCain for her installation, upon the Remainder Parcel, of a wooden privacy fence separating the Property from the Remainder Parcel ("Fence Installation Payment").

a. The Fence Installation Payment shall be remitted at Closing.

b. The amount of the Fence Installation Payment shall be TWENTY-SIX THOUSAND DOLLARS (\$26,000) plus applicable sales and use tax, adjusted by the lesser of: (i) the Seattle-Tacoma-Bremerton Consumer Price Index for All Urban Consumers (CPI-U) measured from November 1, 2019 to the date of Closing; or (ii) three percent (3%).

c. Purchaser's sole obligation with respect to the fence described in this Section 28 shall be to remit the Fence Installation Payment. Without limitation of the foregoing, Seller Cathy McCain shall be exclusively responsible, at her sole expense, for performing, or causing to be performed, all necessary design, permitting, regulatory compliance, site preparation, construction, installation, maintenance and repair of and for said fence, and Purchaser shall have no responsibility therefor whatsoever.

d. It is expressly understood by the Parties that Purchaser's obligations under this Section 28 are specifically for the benefit of Seller Cathy McCain only, are nontransferable and non-assignable, and shall not run with the land.

29. PARK USE AND NAME; The parties mutually acknowledge Purchaser's current intent to develop and utilize the Property for public park and recreational purposes. If Purchaser in its sole discretion ultimately develops, uses and/or disposes of the Property for any other purpose at any time up to five (5) years following the Closing, Purchaser shall reasonably endeavor to notify Sellers or Sellers' heirs regarding the same. Sellers may in their discretion propose a name for any future City of Monroe park that may be established upon the Property. Purchaser shall in good faith consider any such proposal from Sellers in accordance with any applicable City of Monroe policy and/or standards for naming park and recreational facilities.

30. TREE RETENTION. Without limiting Purchaser's sole discretion in any manner, Purchaser hereby expresses its current, good faith intent to reasonably endeavor to preserve *in situ* the existing mature, healthy cedar trees location upon the Property, subject to applicable

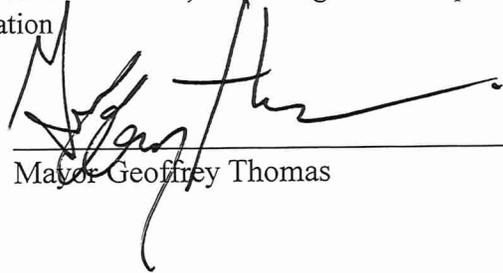
regulations, standards and policies as well as Purchaser's current and future planning objectives, priorities and needs.

EXECUTED as of the date hereinabove written.



**PURCHASER:**

CITY OF MONROE, a Washington municipal corporation

By:   
Mayor Geoffrey Thomas

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that MAYOR GEOFFREY THOMAS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

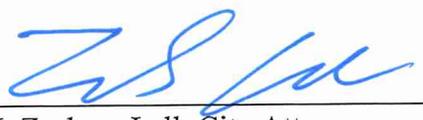
Dated this 20th day of October, 2020.

  
(Signature)  
Gina Pfister  
(Name legibly printed or stamped)  
My appointment expires 10/19/2021

ATTEST:

By:   
Rabecca R. Hasart, Interim City Clerk

APPROVED AS TO FORM:

By:   
J. Zachary Lell, City Attorney

**SELLER:**

Cathy McCain, an individual, as her separate estate  
(Tenant in Common with Randall Lee Cavner, as  
Personal Representative of the Estate of Betty  
Cavner)

By: *Cathy McCain*  
Cathy McCain

Alaska  
STATE OF WASHINGTON )  
) ss.  
COUNTY OF Matanuska )

I certify that I know or have satisfactory evidence that CATHY MCCAIN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 19<sup>th</sup> day of August, 2020.



*Kaylee Clary*  
(Signature)  
Kaylee Clary  
(Name legibly printed or stamped)  
My appointment expires 07/08/2023

**SELLER:**

Randall Lee Cavner, as Personal Representative of the Estate of Betty Cavner (Tenant in Common with Cathy McCain)

By: *Randall Lee Cavner*  
Randall Lee Cavner

STATE OF ~~WASHINGTON~~ <sup>Kansas</sup> )  
 ) ss.  
COUNTY OF Douglas )

I certify that I know or have satisfactory evidence that RANDALL LEE CAVNER, as Personal Representative of the Estate of Betty Cavner, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 25 day of August, 2020.



*Tarin L Clay*  
(Signature)  
Tarin L Clay  
(Name legibly printed or stamped)  
My appointment expires 1/16/24

Exhibit A

**Legal Description of Sellers' Parcel**

That portion of the East half of the Northwest quarter of the Northeast quarter of Section 36, Township 28 North, Range 6 East, W.M., lying South of that certain 60.00 foot wide strip of land conveyed to Beverly Development Company and Aurthur L. Fleenor and Ethel E. Fleenor by Statutory Warranty Deed filed May 9, 1974 under Auditor's File Number 2339324 in Volume 775, page 480, records of Snohomish County, Washington, said strip described as follows:

A strip of land 60 feet wide, being 30 feet on each side of and parallel with a centerline described as follows:

Commencing at a point on the East line of the Northwest quarter of the Northeast quarter of Section 36, Township 28 North, Range 6 East, W.M., which is 738.71 feet South of the Northeast corner thereof;

Thence West at right angles to said East line, for 228.71 feet;

Thence Northwesterly to the Southeast corner of the Northwest quarter of the Northwest quarter of the Northeast quarter (being also the Northeast corner of the Southwest quarter of the Northwest quarter of the Northeast quarter), of Section 36, Township 28 North, Range 6 East, W.M.; Less county road.

Situate in the City of Monroe, County of Snohomish, State of Washington.

Exhibit B

Depiction of Property



Exhibit B-1

**Survey and Legal Description of Property\***

\*Survey task to be completed during Due Diligence period

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M.  
 SNOHOMISH COUNTY, WASHINGTON

LEGAL DESCRIPTION

PARCEL 2A:

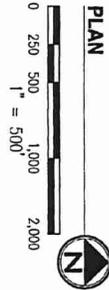
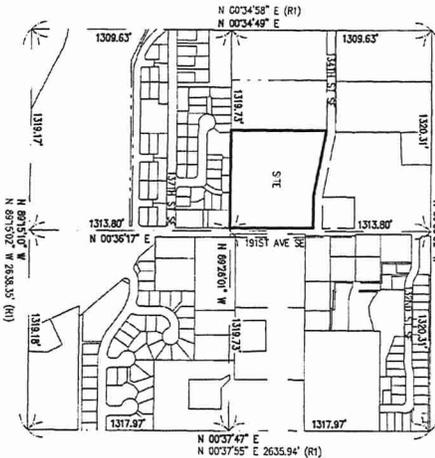
THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., LING SOUTH OF THAT CERTAIN 60.00 FEET WIDE STRIP DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERN CORNER OF THE WESTERN MARSH OF 191ST AVENUE SOUTHEAST, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 36' 17" EAST, 307.43 FEET; THENCE SOUTH 78° 49' 26" EAST, 434.17 FEET TO THE WESTERN MARSH OF SAID 191ST AVE SOUTHEAST; THENCE SOUTH 00° 36' 17" WEST, 307.49 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING 217,803 SQUARE FEET, MORE OR LESS.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 89° 28' 01" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 20.00 FEET TO THE WESTERN MARSH OF 191ST AVENUE SOUTHEAST, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 28' 01" WEST ALONG SAID SOUTH LINE, 426.80 FEET; THENCE NORTH 00° 36' 17" EAST, 307.43 FEET; THENCE SOUTH 78° 49' 26" EAST, 434.17 FEET TO THE WESTERN MARSH OF SAID 191ST AVE SOUTHEAST; THENCE SOUTH 00° 36' 17" WEST, 307.49 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING 148,296 SQUARE FEET, MORE OR LESS.

PARCEL 1B:

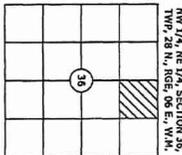
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 89° 28' 01" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 20.00 FEET TO THE WESTERN MARSH OF 191ST AVENUE SOUTHEAST, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 28' 01" WEST ALONG SAID SOUTH LINE, 426.80 FEET; THENCE NORTH 00° 36' 17" EAST, 307.43 FEET; THENCE SOUTH 78° 49' 26" EAST, 434.17 FEET TO THE WESTERN MARSH OF SAID 191ST AVE SOUTHEAST; THENCE SOUTH 00° 36' 17" WEST, 307.49 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING 148,296 SQUARE FEET, MORE OR LESS.

SECTION SUBDIVISION



LEGEND

- SECTION CORNER (SECTION NUMBERS AS NOTED)
- QUARTER-SECTION CORNER (SECTION NUMBERS AS NOTED)
- PROPERTY LINE
- CHAIN LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- REFERENCE



NOTES

- HORIZONTAL DATUM: NAD 83/11 ESTABLISHED BY BAK GPS OBSERVATION UTILIZING WASH (WASHINGTON STATE REFERENCE NETWORK) WITH CHECK TO WOODY CONTROL POINT TBM 3102-55'
- THE PURPOSE OF THIS SURVEY IS TO RECORD THE LOCATIONS OF THE PROPERTY LINES OF THE SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M. AS SHOWN IN THIS PLAN AND TO RECORD UNDER RECORDING NUMBER 20060280446, RECORDS OF SNOHOMISH COUNTY WASHINGTON.

EQUIPMENT USED

EQUIPMENT UTILIZED FOR THIS SURVEY:  
 SPECTRA 2600 GPS  
 TOPCON BAK GPS

TECHNICAL DATA

THIS SURVEY MEETS OR EXCEEDS PRECISION REQUIREMENTS AS SET FORTH IN WAC 332-130-090 FIELD TRAVERSE METHOD

BASIS OF BEARING

N 00°31'17" E ALONG 191ST AVE SE, BETWEEN ROUND MONUMENTS AT 137TH ST SE AND 132ND ST SE.

REFERENCES

- PLAT OF SNEEDBARK AT YONKOR, A.M., 2016082729001
- PLAT OF TOWN RANGE A.M., 2005040210004
- PLAT OF SNOHOMISH TOWNSHIP, A.M., 2016082935002
- PLAT OF SNOHOMISH COUNTY, A.M., 01050901018

AUDITOR'S CERTIFICATE

Filed for record this 30 day of September, 2020 at 3:55 P.M. in book \_\_\_\_\_ of Starzky at page \_\_\_\_\_ A.M. No. 20202305022 of the request of MICHAEL R. BOWEN

Deputy Auditor  
 SNOHOMISH COUNTY DEPUTY COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the survey recording act of the request of City of Monroe in November, 2020.

Michael R. Bowen  
 MICHAEL R. BOWEN  
 Certificate No. 28294

RECORD OF SURVEY

FOR  
 CITY OF MONROE

INDEXING DATA:

NW, NE, SEC. 36, T. 28 N., R. 6 E., W.M.



Interdisciplinary Design  
 1111 Broadway, 2nd Floor  
 Seattle, WA 98101  
 (206) 461-1111 | www.kppg.com

CHECKED BY:  
 M. BOWEN

DATE:  
 NOVEMBER, 2020

SHEET 1 OF 2

DRAWING NO. 17145W1\_GROSS.DWG



FOUND MONUMENT IN CASE  
 3" BRASS DISC W/ PINNAC  
 VISIED 11/2020

N 89°22'57" W  
 164.52(70)

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF  
 SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M.  
 SNOHOMISH COUNTY, WASHINGTON  
 134TH ST SE

FOUND MONUMENT IN CASE  
 3" BRASS DISC W/ PINNAC  
 VISIED 11/2020

132ND  
 ST SE

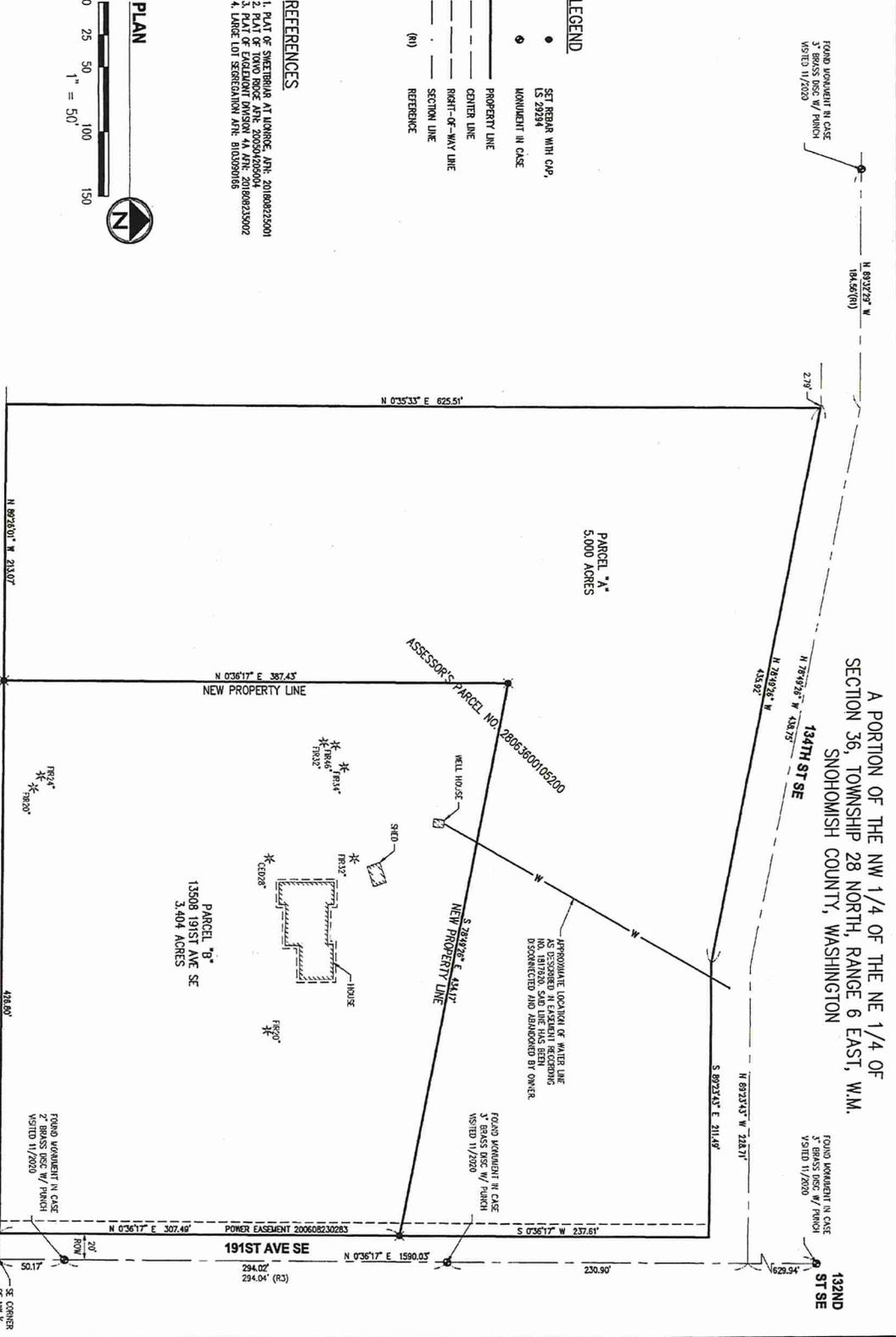
**LEGEND**

- SET REBAR WITH CAP,  
 (S) 29224
- MONUMENT IN CASE
- PROPERTY LINE
- CENTER LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- (R) REFERENCE

**REFERENCES**

1. PLAT OF SWEETBRIAR AT LUNenburg, APR. 2018(08)225001
2. PLAT OF SWEETBRIAR AT LUNenburg, APR. 2018(08)225002
3. PLAT OF LAND DIVISION AT LUNenburg, APR. 2018(08)225002
4. LARGE LOT SECRECAION APR. 8100390165

**PLAN**



2020/12/30/5002  
 RECORD OF SURVEY  
 FOR  
 CITY OF MONROE

INDEXING DATA: NW, NE, SEC. 36, T. 28 N., R. 6 E., W.M.  
**KPG**  
 Interdisciplinary Design  
 3119 Birch Ave | 3202 McPherson Ave  
 Suite 409 | Tacoma, WA 98442  
 (253) 872-7729  
 www.kpg.com

DRAWING NO. 17145W11Ross.DWG  
 SHEET 2 OF 2  
 JOB NO. 17145W11  
 SCALE: 1" = 50'  
 DATE: NOVEMBER, 2020  
 CHECKED BY: M. BOWEN  
 DRAWN BY: C. JOHNSON

EXHIBIT C

PROMISSORY NOTE

\$130,700.00

Dated: 10/28/2020 2020

FOR VALUE RECEIVED, the City of Monroe, a Washington municipal corporation, ("Maker"), promises to pay to the order of *Chicago Title Insurance Company* ("Holder"), 3002 Colby Avenue, Everett, Washington, 98201, the principal sum of ONE HUNDRED THIRTY THOUSAND SEVEN HUNDRED DOLLARS AND NO/100 (\$130,700.00), as the Earnest Money Note in accordance with Section 3 of that certain Purchase and Sale Agreement between Maker, as Purchaser, and Cathy McCain, an individual, as her separate estate, and Randall Lee Cavner, as Personal Representative of the Estate of Betty Cavner, each a "Seller" and collectively "Sellers", dated October 26, 2020 (the "Agreement"). This Note shall be payable within five (5) days of the expiration of the Due Diligence Period under Section 5 of the Agreement.

Maker's failure to pay the Earnest Money if required by the terms of the Agreement shall constitute a default by Maker under both the Agreement and this Note.

Maker promises to pay all costs, expenses and attorneys' fees incurred by Holder in the exercise of any remedy (with or without litigation) under this Note in any proceeding for the collection of the debt evidenced by this Note, or in any litigation or controversy arising from or connected with this Note.

Delay in exercising any of the Holder's rights or options hereunder shall not constitute a waiver thereof, and waiver of any right or option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

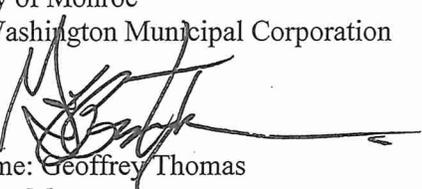
The provisions of this Note shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

This Note shall be construed according to the laws of the State of Washington and pursuant to the terms and conditions of the Agreement.

Time is of the essence of this Note and each and every term and provision hereof.

**MAKER:**

City of Monroe  
a Washington Municipal Corporation

By:   
Name: Geoffrey Thomas  
Title: Mayor



202106250756

FIRST RIGHT OF REFUSAL

Rec: \$108.50

6/25/2021 1:34 PM 1 of 6

SNOHOMISH COUNTY, WA

Electronically Recorded

<p><b>RECORDING REQUESTED BY, AND AFTER RECORDING, RETURN TO:</b></p> <p>Chicago Title Insurance Company 3002 Colby Ave, Suite 200 Everett WA, 98201</p>	<p><i>This space reserved for Recorder's use only.</i></p>
--	--

Right of First Refusal

500107632-2  
**CHICAGO**

<p><b>Grantor:</b> Cathy McCain, as her separate estate, and Randall Lee Cavner, as Personal Representative of the estate of Betty Cavner</p>
<p><input type="checkbox"/> Additional on page _____</p>
<p><b>Grantee:</b> City of Monroe</p>
<p><input type="checkbox"/> Additional on page _____</p>
<p><b>Legal Description (abbreviated):</b> Ptn NEQ 36-28-6E, W.M., in Snohomish County, WA</p>
<p><input type="checkbox"/> Full Legal on : Last page</p>
<p><b>Assessor's Tax Parcel ID #s:</b> 280636-001-052-00 IOP</p>
<p><b>Reference Nos. of Documents Released or Assigned:</b></p>

### RIGHT OF FIRST REFUSAL

**THIS RIGHT OF FIRST REFUSAL AGREEMENT** ("Agreement") is made and entered into this 17<sup>th</sup> day of MAY, 2021 by and between the City of Monroe, a Washington municipal corporation ("City"), and Cathy McCain, as her separate estate, and Randall Lee Cavner, as Personal Representative of the Estate of Betty Cavner (each an "Owner" and collectively "Owners").

**WHEREAS**, Owners jointly own certain real property situate in Snohomish County, State of Washington, legally described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full ("Property").

**WHEREAS**, the City and Owners have entered into a Purchase and Sale Agreement dated October 26, 2020 (the "REPSA") related to certain land adjacent to the Property and owned by Owners, and a copy of the REPSA is on file in the office of the Monroe City Clerk; and

**WHEREAS**, pursuant to Section 26 of the REPSA, Owners agreed to grant to the City a Right of First Refusal to purchase on terms set forth herein the Property (the "Right of First Refusal");

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the parties agree as follows:

1. **Grant of Right of First Refusal and Period.** Owners hereby grant to the City a one-time Right of First Refusal in regard to any sale of the Property (or any portion thereof proposed to be sold) to become effective immediately following the closing of the transaction contemplated in the REPSA. Should the purchase contemplated in the REPSA not close, this Agreement shall be null and void. This Agreement shall automatically terminate after the first to occur of: (i) the City is provided by Owners with a written, one-time right to purchase the Property (or the applicable portion thereof), whether or not the Property (or the applicable portion thereof) is sold to the proposed purchaser; or (ii) twelve (12) years from the date of this Agreement.
2. **Right of First Refusal Terms and Conditions.** If Owners receive a bona fide offer from any third party to purchase the Property (or any portion thereof), Owners will, after receiving such offer (which may be in the form of a letter of intent, term sheet, or binding purchase and sale agreement), notify the City of all of the terms and conditions thereof and will offer in writing to sell the Property to the City upon the same terms and conditions. For purposes of this Agreement, "the same terms and conditions" shall include but are not limited to the following:

- (i) Purchase price.
- (ii) Earnest money
- (iii) Closing of the sale
- (iv) Timing and schedule of development.
- (v) Other terms and conditions as reasonably determined relevant by the City.

Upon receipt of any such notice and offer from Owners, the City shall have 15 days thereafter within which to accept Owners' offer. If the City fails to accept any such offer within said 15-day period, Owners may sell the Property to the original offeror upon the same terms and conditions without further notice to the City. Notwithstanding any of the foregoing, this Right of First Refusal shall not be applicable to: (i) any conveyance of the Property by foreclosure or deed-in-lieu thereof; or (ii) any taking of the Property or any portion thereof under power of eminent domain or to a conveyance by Owners to a condemning authority under the threat of the exercise of such power.

If the City agrees to purchase the offered Property, the City shall purchase pursuant to the terms of the purchase and sale agreement proposed to be entered into with the original offerer. If no such purchase and sale agreement was entered into, the parties will attempt in good faith to agree on the terms of a binding purchase and sale agreement.

3. **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue for any suit arising out of or related to this Agreement shall be in Snohomish County, Washington.

4. **Written Notice.** Except as otherwise provided herein, any and all notices provided under this Agreement must be in writing and shall be deemed given when delivered in person, or when deposited with Federal Express or other similar overnight service, return receipt requested, or when deposited in the United States mails, postage prepaid for certified mail, return receipt requested, or upon actual receipt of a facsimile or other similar transmission (provided that a copy of the facsimile is delivered or deposited within twenty-four hours in the manner specified above), properly addressed to the City and to Owners as follows:

**TO THE CITY:**

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

**TO OWNERS:**

Cathy McCain  
13508 191<sup>st</sup> Avenue SE  
Monroe, WA 98272

Randall Lee Cavner  
310 State Lake Road  
Baldwin City, KS 66006

Any party may designate a different address for receiving notices hereunder by giving at least ten (10) days written notice thereof to the other parties.

5. **Recording.** The City shall record this Agreement in the public records of Snohomish County, and it shall run with the land and bind all future owners of the Property for the effective period hereof. The City agrees that the Owners may file on behalf of the parties a termination document with regard to such Right of First Refusal upon its termination or expiration.



**OWNER:**

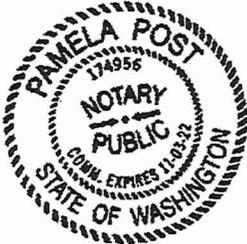
Cathy McCain, an individual, as her separate estate  
(Tenant in Common with Randall Lee Cavner, as  
Personal Representative of the Estate of Betty  
Cavner)

By: *Cathy McCain*  
Cathy McCain

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that CATHY MCCAIN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 26<sup>th</sup> day of April, 2021.



*Pamela Post*  
(Signature)  
Pamela Post  
(Name legibly printed or stamped)  
My appointment expires November 3<sup>rd</sup>, 2022

**OWNER:**

Randall Lee Cavner, as Personal Representative of  
the Estate of Betty Cavner (Tenant in Common with  
Cathy McCain)

By: *Randall Lee Cavner*  
Randall Lee Cavner

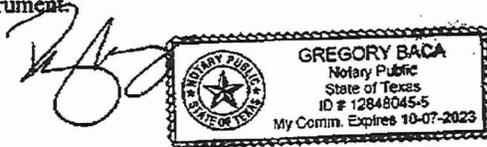
Texas  
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Randall )

I certify that I know or have satisfactory evidence that RANDALL LEE CAVNER, as Personal Representative of the Estate of Betty Cavner, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 3<sup>rd</sup> day of May, 2021.

(ZL2012575.DOCX;4/13011.150102/)

4



**Exhibit A**

**LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36,  
TOWNSHIP 28 NORTH, RANGE 8 EAST, W.M., DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER  
OF SAID SECTION 36;  
THENCE NORTH 89° 26' 01" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 20.00 FEET  
TO THE WESTERLY MARGIN OF 191ST AVENUE SOUTHEAST, AND THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 89° 26' 01" WEST ALONG SAID SOUTH LINE, 426.80 FEET;  
THENCE NORTH 00° 36' 17" EAST, 387.43 FEET;  
THENCE SOUTH 78° 49' 26" EAST, 434.17 FEET TO THE WESTERLY MARGIN OF SAID 191ST AVE  
SOUTHEAST;  
THENCE SOUTH 00° 36' 17" WEST, 307.49 FEET TO THE TRUE POINT OF BEGINNING;  
SITUATE IN THE CITY OF MONROE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.  
CONTAINING 148,296 SQUARE FEET, MORE OR LESS.



## AGENDA BILL

**Meeting Date:** May 19, 2022

**Meeting Type:** Park Board

**Staff Contact:** Ben Swanson, Parks & Recreation  
Planning & Capital Projects Manager

**Department:** Parks & Recreation

---

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**SUBJECT: Hybrid Park Board Meetings**

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**PREVIOUS DISCUSSION:**

N/A

**PUBLIC HEARING(S):**

N/A

**REQUESTED ACTION:**

N/A - Info only

**POLICY CONSIDERATIONS:**

Governor Inslee announced the upcoming rescission of Proclamation 20-28 related to the COVID-19 pandemic. The recession of the following proclamation will take effect on June 1, 2022:

- [Proclamation 20-28](#), which suspended and waived certain provisions of the Open Public Meetings Act and the Public Records Act that require or allow in-person attendance or transactions. Key provisions in Proclamation 20-28 ensured public access to public meetings by requiring that remote access be provided to the public. With the passage of [Engrossed Substitute House Bill 1329](#) last session, public agency governing bodies are now authorized to hold public meetings remotely in certain circumstances after a local, state or federal state of emergency has been declared.

**DESCRIPTION/BACKGROUND:**

Based on Governor Inslee's upcoming rescission of Proclamation 20-28 related to the COVID-19 pandemic the City is transitioning to hybrid meetings for all boards and commissions. Starting in June, the hybrid meeting format will allow the Board Members and residents to participate in the Park Board meetings either in-person or remotely. If Board Members are attending in-person, a City laptop will be supplied for your use.

Changes you will need to note are all meetings will be recorded and placed on the City's website for the public to review. If you are attending in-person, you will need to face your City

supplied laptop when speaking. The audibility of the person speaking drops dramatically if they sit back or turn their head to address the person next to them.

The physical location of the Park Board meetings will occur at City Hall, 806 W. Main St. Using the main entrance, all in-person participants will turn right after walking through the double doors to enter the meeting space. This meeting area is commonly referred to as the Council Chambers.

City staff is still finetuning the video and audio and there might be the occasional technical difficulty during this transition. Please be patient with the process, and feel free to provide any feedback.

**FISCAL IMPACTS:**

N/A

**TIME CONSTRAINTS:**

Hybrid meetings for all boards and commissions will begin on June 1, 2022.

**ALTERNATIVES TO REQUESTED ACTION:**

N/A



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## 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.**

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## Department Update

### Operations

Over the past month, parks crew members have been working hard to maintain the sports fields in challenging weather conditions, staying ahead of the spring grass growth, and keeping the trails clear at Al Borlin Park. Additional projects in April included reinstalling damaged plants at the 154<sup>th</sup> and 179<sup>th</sup> intersection, and reinstalling damaged plants at Rotary Field. Crews have also been working to provide user groups and event participants a clean, safe, and positive experience in our parks.



Trees down over the trails at Al Borlin Park.



Reinstalling damaged plants at Rotary Field and at the 154<sup>th</sup> and 179<sup>th</sup> intersection.

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### **Parks Department Supervisor Hired**

In April we said Happy Retirement to Dale Olson who had been with the city for 32 years. At the end of the month, we welcomed Mike Thomas into the Parks Supervisor Position. Mike has worked for the city for the past 7 years as a Parks Maintenance worker and then as our Parks Lead. We welcome him into his new position!



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### **Monroe Park Board**

The Monroe Park Board met on April 21, 2022. Items discussed were:

- Information presented about the American Rescue Plan Act (ARP) and requested volunteers to review applications for the second round.
- 2023 Strategic Priorities and 2023-2027 Strategic Plan were reviewed, and members were asked to gather requests to help prioritize the funds and planning.
- Updates on the North Hill Area Neighborhood Park development plan. Development of the park will be split into 2 phases due to massive cost increases on materials and labor.
- Staff reviewed the Community Development Report with the Park Board.

The Park Board currently has 2 vacant seats. Please visit our website to learn more about how to serve.

Attached to this document are minutes from the February 17, 2022, Park Board Meeting (the March meeting was canceled).

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### **North Hill Area Neighborhood Park Update**

Staff is preparing grant applications to the Recreation and Conservation Office (RCO), Washington Wildlife and Recreation Program (WWRP) Local Parks Program and Land and Water Conservation Fund (LWCF) for the Phase 1 development of the North Hill Area Neighborhood Park (image attached).

The goal of developing Phase 1 is to activate the park for residents with amenities including site preparation and the development of open space play areas, grading, utilities, pathways, parking area, viewing area, and the medium shelter. Completing Phase 1 establishes the infrastructure

for the City to fund amenities, such as sports courts, identified in Phase 2. The parcel is located at the southwest intersection of 134th Street SE and 191st Avenue SE, in the City of Monroe.

The total estimated cost for building Phase 1 is approximately \$5,000,000 with full buildout of the project (Phase 1 and 2) estimated at \$10,000,000. The City is requesting the maximum grant amount from LWCF (\$2,000,000) and WWRP (\$500,000) totaling \$2,500,000. If awarded, the City would be responsible for a 50 percent (50%) match or \$2,500,000. The current Capital Improvement Plan (CIP) identifies \$4,000,000 for the development of the North Hill Area Neighborhood Park in 2025.

### Monroe Community Egg Hunt

After a two-year break, the Monroe Community Egg Hunt returned on Saturday, March 16<sup>th</sup> and was a huge success. We had roughly 40 booths hosted by local businesses and organizations and were told this was one of the largest turnouts yet. We've received many comments on the success of the event. We thank our many sponsors and donors for making this possible and for our staff for the set-up, take down, and operational duties of the event.



### Sky Valley Trout Unlimited's Kid's Fishing Day

Kid's Fishing Day returned April 24<sup>th</sup> at Lake Tye Park and as always brought many big smiles with it. 1,500 fish were placed for the kids inside the net at Lake Tye with #2 \$500 prize fish, one for the kids, and one for the adults.



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### Arbor Day/Earth Day Celebration

Thank you to everyone who joined us for our Arbor Day/Earth Day Celebration on April 29<sup>th</sup>. Mrs Tenney's 3<sup>rd</sup> Grade Class from Fryelands Elementary assisted Mayor Thomas in planting a Pacific Sunset Maple which was donated by A Group of Gardening Friends in Honor of the Monroe Garden Club.



**City Parks Unmarked Trails Inspections**

In 2017, a weekly maintenance monitoring emphasis by park staff was initiated on unmarked trails at Al Borlin and Sky River Parks to identify and resolve, in cooperation with our Police Department, any unlawful encampments that may occur in City parks. Attached is the comprehensive data from 2017 to the present. The following is a summary of data for the past month:

**Locations:**

DATE	TOTAL LABOR HOURS	# BAGS OF LITTER COLLECTED	NOTES
4/5	4	0	
4/19	2.5	0	
4/26	5	0	
<b>Avg.</b>	<b>3.83</b>	<b>0</b>	
			See attached Parks Homeless Response Data 2019- 2022

**Volunteer Opportunities**

If you are interested in volunteering for the City of Monroe, please contact Katie Darrow at (360) 863-4519. Visit the City website [www.monroewa.gov](http://www.monroewa.gov) for information on upcoming programs and events.

**CITY OF MONROE  
PARKS & RECREATION BOARD REGULAR  
MEETING MINUTES**

**February 17, 2022**

**7:00 p.m.**

**via Zoom Meeting**

**CALL TO ORDER**

Board Member Robinson called the Park Board meeting to order at 7:06pm, via Zoom online meeting platform.

**ROLL CALL**

Board Members Present: Jessie Robinson, Ron Petrick, Amy Martin, and Keith Dahlenburg  
Board Members Absent: Daniel Enrico

**AGENDA REVISIONS – None**

**APPROVE MINUTES**

Motion was made by Board Member Martin, seconded by Board Member Petrick, to approve the January 20, 2022, minutes. Motion carried 4-0.

**PUBLIC COMMENTS – None**

**UNFINISHED BUSINESS – None**

**ANNOUNCEMENTS – None**

**NEW BUSINESS**

**1. Proposed amendments to Chapter 4.50 MMC**

City staff presented proposed changes to the City's Municipal Code governing the Park Board. The proposed amendment would replace the representatives from the School District and the Planning Commission with two at large members. The purpose of this amendment is to allow greater participation from the public. Board members raised concerns regarding the continued communication between the School District and Planning Commission. Staff stated the communication would continue between staff members and the Board would be provided monthly staff reports from the Community Development Department.

**2. Lodging Assessment**

City staff provided an update on the City's lodging assessment effort. The City hired a consultant to conduct a lodging needs and demand assessment for Monroe. The study will review traditional lodging needs such as hotels, but the study will include other lodging needs such as camping. The purpose of the study is to identify lodging opportunities in Monroe and market these opportunities to hospitality businesses.

**STAFF REPORTS/UPDATES**

1. An update on the North Hill Area Neighborhood Park was provided by city staff. The City was preparing to conduct a second open house to solicit neighborhood input on the future park. The first workshop produced two parks concepts that will be discussed at the second workshop. The main theme of each proposal was an open space play area for the surrounding community.
2. The Board received an update on the new *City Council, Boards, and Commissions Resource Manual* by City staff. The manual provides several links to resources frequently used by these groups. The manual also provides background information on local government in Washington State.

**Accommodations for people with disabilities will be provided upon request.**

**Please allow advance notice, call Mike Farrell (360) 863-4557.**

**CITY OF MONROE  
PARKS & RECREATION BOARD REGULAR  
MEETING MINUTES**

3. The Park Board was provided a copy of the Community Development Monthly Report. The report is intended to keep the Board apprised of development projects taking place in Monroe.

**BOARD Reports/Updates** – None

**ADJOURNMENT** – Board Member Petrick motioned to adjourn, and Board Member Martin seconded. Motion carried and meeting adjourned at 8:04pm.

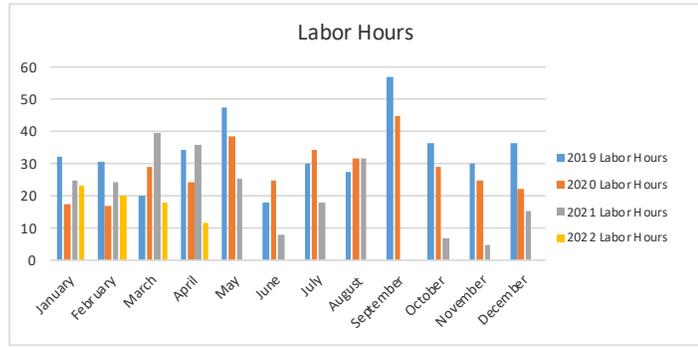
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Jessie Robinson, Chairperson

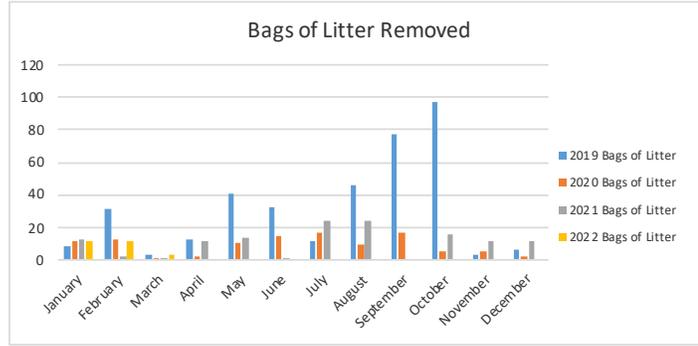


## 2019-2022 Park Homelessness Response

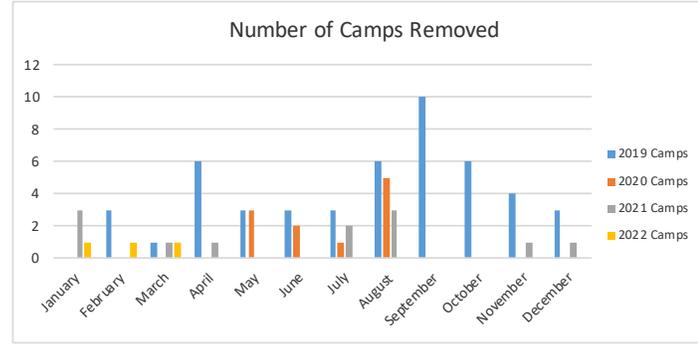
	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-22	23	12	1
Feb-22	20	12	1
Mar-22	18	3	1
Apr-22	11.5	0	0
May-22			
Jun-22			
Jul-22			
Aug-22			
Sep-22			
Oct-22			
Nov-22			
Dec-22			
<b>Total 2022</b>	<b>72.5</b>	<b>27</b>	<b>3</b>



	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-21	25	13	3
Feb-21	24	2	0
Mar-21	39.5	1	1
Apr-21	36	12	1
May-21	25.5	14	0
Jun-21	8	1	0
Jul-21	18	24	2
Aug-21	31.5	24	3
Sep-21	0	0	0
Oct-21	7	16	0
Nov-21	4.5	12	1
Dec-21	15.5	12	1
<b>Total 2021</b>	<b>234.5</b>	<b>131</b>	<b>12</b>



	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-20	17.5	11	0
Feb-20	17	13	0
Mar-20	29	1	0
Apr-20	24.5	2	0
May-20	38.5	10	3
Jun-20	25	15	2
Jul-20	34	17	1
Aug-20	31.5	9	5
Sep-20	45	17	0
Oct-20	29	5	0
Nov-20	25	5	0
Dec-20	22	2	0
<b>Total 2020</b>	<b>338</b>	<b>107</b>	<b>11</b>



	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-19	32	8	0
Feb-19	30.5	31	3
Mar-19	20	3	1
Apr-19	34	13	6
May-19	47.5	41	3
Jun-19	18	32	3
Jul-19	30	12	3
Aug-19	27.5	46	6
Sep-19	57	77	10
Oct-19	36.5	97	6
Nov-19	30	3.5	4
Dec-19	36.5	6	3
<b>Total 2019</b>	<b>399.5</b>	<b>369.5</b>	<b>48</b>





# COMMUNITY DEVELOPMENT DEPARTMENT Monthly Report for March 2022

## Preliminary Plat Review

Ballinger Preliminary Short Plat, 13582 Chain Lake Road Chain Lake Road  
Project: 3-lot short subdivision in the R4 zoning district.  
Status: Waiting on Applicant  
Staff contact – Anita Marrero

Safe Harbor 9-lot Short Plat – 16096 174th Drive SE  
Project: 9 lot short plat within the R15 zone.  
Status: Under Review  
Staff contact – Amy Bright

## Final Plat Review

Woods Creek Highlands, 13327 Chain Lake Road  
Project: 24-lot PRD/subdivision within the R4 zoning district.  
Staff contact – Anita Marrero

## Civil Design Review

Cooper Ridge Preliminary Plat, 19785 137<sup>th</sup> St SE  
Project: 33-lot subdivision in the R4 zoning district.  
Staff contact – Amy Bright

Garibaldi Preliminary Plat/PRD – 13624, 13424, 13704, and 13802 Chain Lake Road Chain Lake Road  
Project: 90-lot subdivision in the R4 zoning district.  
Staff contact – Anita Marrero

New Commercial Bldg. – Adventure Motorsports  
Project: New commercial building  
Staff contact – Amy Bright

Tsuark Townhomes – 15025 179<sup>th</sup> Ave SE  
Project: Construction of 8 attached townhome units.  
Staff contact – Anita Marrero

Sky Valley Food Bank – 233 Sky River Parkway  
Project: Parking lot and drainage improvements  
Staff contact – Anita Marrero

The Lakeview Building – 13800 Fryelands Blvd.  
Project: Civil & landscape improvements for a new warehouse building  
Staff contact – Anita Marrero

## Critical Areas Permit/SEPA

US 2 Shared Path – near 14330 Cascade View Drive  
Project: Construction of a 1,200-foot long shared-use path parallel to US 2.  
Status: SEPA Issued  
Staff contact – Anita Marrero

## Accessory Dwelling Unit

Thaete ADU – 15203 175<sup>th</sup> Ave SE  
Project: Detached garage with ADU above.  
Status: In review  
Staff contact – Leigh Anne Barr

## Land Use Model Homes

Foxborough Subdivision – 17417 W Main St  
Project: Attached 3 units building for model homes  
Staff contact – Leigh Anne Barr

Woods Creek Highlands – 13327 Chain Lake Rd  
Project: 5 SFR for model homes  
Staff contact – Anita Marrero

## Site Plan Review

New Commercial Bldg. – Adventure Motorsports  
Project: New commercial building  
Status: Under Review  
Staff contact – Amy Bright

3 Unit Bldg. – 347 N Kelsey St  
Project: New multifamily building  
Status: Decision issued 3/4/2022  
Staff contact – Amy Bright

Monroe Gateway, 16306 West Main Street  
Project: Site Plan review for the construction of a 3,500 square foot RV showroom and sales lot on approximately 6.0 acres in the General Commercial (GC) zoning district.  
Status: Under Review  
Staff contact – Anita Marrero

## Civil Construction

Kestrel Ridge, 13217 & 13305 Chain Lake Road  
Project: 46 lot subdivision within the R4 zone.  
Staff contact – Amy Bright

Stanton Station, 149<sup>th</sup> St SE & 179<sup>th</sup> Ave SE  
Project: 19 lot subdivision for townhomes.  
Staff contact – Amy Bright



# COMMUNITY DEVELOPMENT DEPARTMENT Monthly Report for March 2022

## Building Construction

Car Wash – 14679 Chain Lake Rd  
Project: New construction car wash  
Staff Contact – Amy Bright

Eaglemont Division IV Plat and PRD – 115 Lots  
Project: 115 lot plat within the R4 Zone  
Staff contact – Amy Bright

Eaglemont Division V Plat – 16 Lots  
Project: 16 lot plat within the R4 zone.  
Staff contact – Amy Bright

Foxborough - 17417 W Main St  
Project: 18 lot subdivision for townhomes.  
Staff contact – Amy Bright

Lake Apartments – 18727 Blueberry Lane  
Project: Apartment Complex  
Staff Contact – Amy Bright

Main Brook Townhomes Plat, XXXX W Main Street  
Project: 19-lot subdivision in MUC zoning district.  
Staff contact – Anita Marrero

Skycroft/Raspberry Hill PRD/Subdivision  
Project: 26-lot PRD/subdivision in the R4 zoning district.

Sunnyside Gardens Townhomes - 17510 W Main St  
Project: 47-unit townhome development  
Staff contact – Anita Marrero

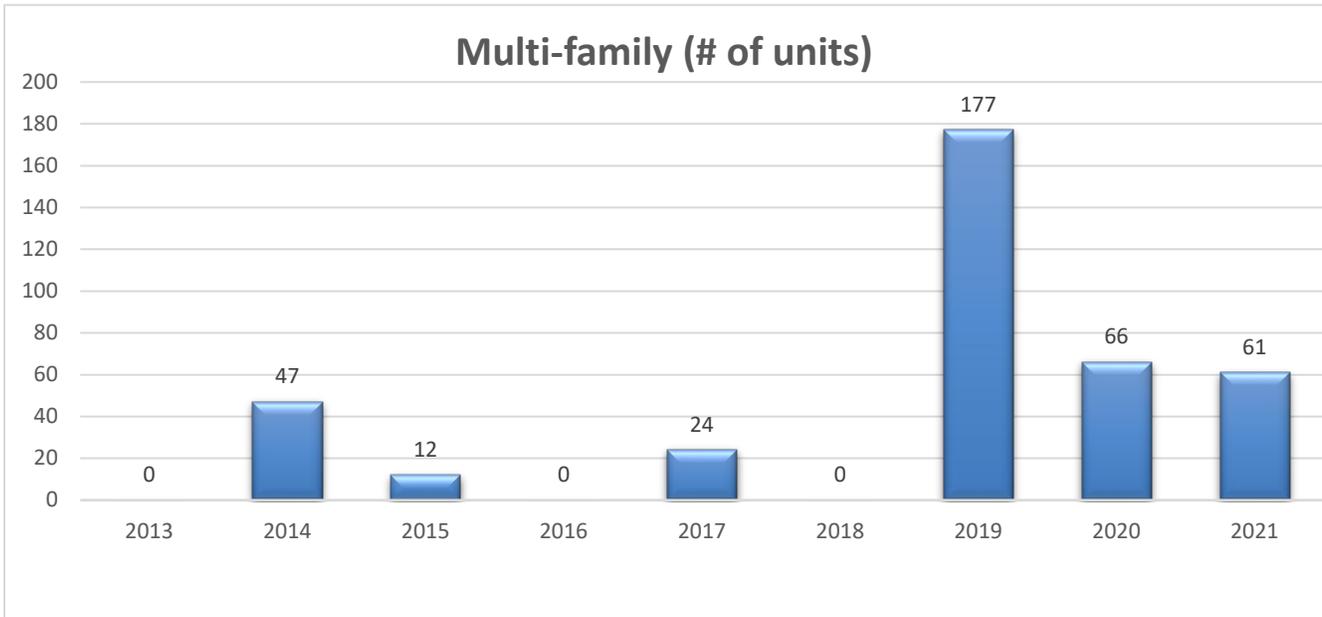
## BUILDING PERMITS REVIEWED

There were 10 single-family building permits issued in March 2022. In contrast, 13 single-family building permits had been issued in March 2021. The building department conducted 190 inspections in the month of March 2022.





**COMMUNITY DEVELOPMENT  
DEPARTMENT  
Monthly Report for March 2022**



*Staff contact – Jessica Lether*

- Belmark Apartment complex was finalized which consisted of 20 units.
- The new Urgent Care Facility was finalized.

**Code Enforcement**

***Code Enforcement Cases month by month for 2022***

Month	Opened Cases		Resolved
January-22	35		35
February	43		40
March	80		76
<b>Totals:</b>	158		151

- COVID temporary tents and canopies have been removed.
- Ongoing graffiti and sign clean up.



# COMMUNITY DEVELOPMENT DEPARTMENT Monthly Report for March 2022

## Business Licenses

- There were 69 new business license applications and 135 business license renewals received in March.  
*Staff contact – Leigh Anne Barr*

### New Business Applications

GET RID OF IT	17615 163RD PL SE MONROE WA 98272-1919
STAMPING CAT STUDIO	19654 RAINIER VIEW RD SE MONROE WA 98272-8772
CARPENTER'S SON	635 W COLUMBIA ST APT 1 MONROE WA 98272-1210
IAN SKAVDAHL MUSIC	15058 173RD AVE SE # 15058 MONROE WA 98272-1001
DOWNPOUR ESPRESSO	14751 N KELSEY ST STE 105-354 MONROE WA 98272-1457
CLEAR CUT CNC	17461 147TH ST SE STE 7 MONROE WA 98272-1070
FRANCO CONSTRUCTION LLC	13872 CHAIN LAKE RD MONROE WA 98272-7700
OL' BERT'S HORSE TREATERY	12821 271ST AVE SE MONROE WA 98272-9537
1ST CLASS AUTO BODY	201 E MAIN ST MONROE WA 98272-1514
SOL HOUSE CELANING LLC	15430 KING ST APT 3 MONROE WA 98272-1224
ALL SURFACE QUALITY REMODELING LLC	15196 173RD AVE SE MONROE WA 98272-1048
JBS REMODEL LLC	15851 LAKEVIEW AVE SE MONROE WA 98272-2852
SWEET BELL COOKIES	13096 167TH AVE SE SNOHOMISH WA 98290-8258
A&R INTERPRETERS	15485 LIN AVE SE MONROE WA 98272-2664
MADE IN MOOD	115 3/4 W MAIN ST STE 216 MONROE WA 98272-1825
NORTHWEST COFFEE COMPANY LLC	17412 W MAIN ST MONROE WA 98272-1936
EASTSIDE INTEGRATIVE MEDICINE	14841 179TH AVE SE STE 220 MONROE WA 98272-1127
THE GRAYSON SALON & SPA	114 S LEWIS ST MONROE WA 98272-2317
LEON LANDSCAPING & CONSTRUCTION LLC	500 E FREMONT ST APT A104 MONROE WA 98272-2363
SWEET DREAMS ADULT FAMILY HOME LLC	14914 179TH AVE SE MONROE WA 98272-1111
DNR REMODELING	19525 144TH PL SE MONROE WA 98272-9706
KAMBERLEE AND SPIRIT	15811 201ST PL SE MONROE WA 98272-8522
KIANASMLESS ART	13366 FOREST VIEW AVE SE MONROE WA 98272-8781
ACCURATE LAND DEVELOPMENT GROUP INC.	6033 181ST AVE SE SNOHOMISH WA 98290-8591
INSIGHT EYECARE, PLLC	19191 N KELSEY ST MONROE WA 98272-1459
MARGARITO LANDSCAPING SERVICE	16367 162ND ST SE MONROE WA 98272-2847
ANGELS PROPERTY MANAGEMENT LLC	17428 W MAIN ST APT E101 MONROE WA 98272-1955
MARKETINGPLAYS, LLC	801 W MAIN ST APT A MONROE WA 98272-2162
RAIN CITY TRUCKING LLC	17236 149TH PL SE # B MONROE WA 98272-1000
HEART N SOUL FARM, LLC	26715 OLD OWEN RD MONROE WA 98272-9073
LOOKUP DOORS 2 HEALTH & HEALING LLC	20929 134TH ST SE MONROE WA 98272-9728
THOMPSON, GUILDNER & ASSOCIATES, INC., P.S.	110 CEDAR AVE APT 102 SNOHOMISH WA 98290-2959
WASHINGTON WATER HEATERS, HEATING & AIR, INC.	6622 232ND AVE E BUCKLEY WA 98321-6000
SERVCO WATER & SEWER LLC	20918 184TH AVE SE RENTON WA 98058-9728
RED BEARD CRAFTSMAN	1220 CARLSON RD SNOHOMISH WA 98290-9726
ANB CONSTRUCTION LLC	18822 208TH AVE SE MONROE WA 98272-8037



**COMMUNITY DEVELOPMENT  
DEPARTMENT  
Monthly Report for March 2022**

PRODIGY CONSTRUCTION LLC	2103 254TH ST NW STANWOOD WA 98292-9281
USA GREEN BUILDERS CORPORATION	879 RAINIER AVE N STE 101 RENTON WA 98057-5378
GUARDIAN FENCE COMPANY	17619 NORTH RD BOTHELL WA 98012
PRODIGY CONSTRUCTION LLC	2103 254TH ST NW STANWOOD WA 98292-9281
NORTHWEST HEAVY REPAIR LLC	10614 329TH AVE SE SULTAN WA 98294-7623
BLOSSOM SOLAR	1706 LOMBARD AVE EVERETT WA 98201-2324 913 MARTIN LUTHER KING JR WAY STE A TACOMA WA 98405-4149
PH CONSULTING LLC	
PRODIGY CONSTRUCTION LLC	2103 254TH ST NW STANWOOD WA 98292-9281
DUNHAM HOME SOLUTIONS	522 W RIVERSIDE AVE # N SPOKANE WA 99201-0580
DEACON CONSTRUCTION, LLC	901 NE GLISAN ST STE 100 PORTLAND OR 97232-2730
WATERWAYS PLUMBING AND DRAIN CLEANING	3702 111TH PL SE EVERETT WA 98208-5453
BEELINE ELECTRIC	3039 W COMMODORE WAY SEATTLE WA 98199-1239
KBA, INC.	11201 SE 8TH ST STE 160 BELLEVUE WA 98004
ROWAN REMODEL L.L.C.	11128 323RD AVE SE SULTAN WA 98294-9678
RCB	20525 80TH ST SE SNOHOMISH WA 98290-9005
BIGHORN EXCAVATING,LLC	14701 MAIN ST NE STE A2 DUVALL WA 98019-8651
R. C. PAINTING & SONS, INC.	9225 151ST AVE NE REDMOND WA 98052-3511
REVISION MASSAGE	22129 N CARPENTER RD SNOHOMISH WA 98290
OWL BEAR STUDIO	11715 INGRAHAM RD SNOHOMISH WA 98290-3620
BLACKSHIRE RESTORATION	1031 75TH ST SE APT 35 EVERETT WA 98203-5759
JON LEONG COUNSELING, PLLC	2500 LAKE AVE SNOHOMISH WA 98290-1026
JOGAN HEALTH, LLC	84 INVERNESS CIR E ENGLEWOOD CO 80112-5314
BURNS FIRE PROTECTION SYSTEMS INC.	15214 116TH ST NE ARLINGTON WA 98223-7994
DIMENSIONAL COMMUNICATIONS, INC.	1220 ANDERSON RD MOUNT VERNON WA 98274-7615
MICHELS PACIFIC ENERGY, INC.	2200 LAURELWOOD RD STE 100 SANTA CLARA CA 95054
MURRAY TIMBER FRAMING	4262 NE 125TH ST SEATTLE WA 98125-4636
MORRIS GENERAL CONSTRUCTION	12516 18TH ST SE LAKE STEVENS WA 98258-8651
CHAMPION WINDOW COMPANY OF SEATTLE SOUTH, LLC DBA CW OF SEATTLE SOUTH, LLC	19406 68TH AVE S KENT WA 98032-1193
ACKS DEMO & ABATEMENT	12428 HIGHWAY 99 STE 53 EVERETT WA 98204-5502
STEELCRAFT CONSTRUCTION	16628 44TH AVE W LYNNWOOD WA 98037-3127
FIRSTLINE COMMUNICATIONS	1600 124TH AVE NE STE A BELLEVUE WA 98005-2132
WESTERN STATES FIRE PROTECTION COMPANY	14690 NE 95TH ST STE 101 REDMOND WA 98052-1014
YOU ARE WHAT YOU EAT FISH COMPANY LLC	8620 139TH AVE SE SNOHOMISH WA 98290-9015

**Comprehensive Plan**

2022-2023 Comprehensive Plan Docket Cycle

An opportunity for the public to submit proposed amendments to the City's Comprehensive Plan will be open from May through July, 2023.

*Staff contact – Amy Bright*



**COMMUNITY DEVELOPMENT  
DEPARTMENT  
Monthly Report for March 2022**

**Code Amendments**

Wireless Communication Facilities Code Amendment

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

City Staff have been working with Emily Miner with Ogden, Murphy, Wallace, PLLC with assistance in writing the WCF code chapter. City Council approved the amendments at the March 7, 2022 City Council meeting.

*Staff contact – Amy Bright*

Flood Hazard Area Regulations Code Amendment

Staff was contacted by FEMA regarding the recently adopted Flood Hazard Area Regulations, MMC Chapter 14.01. Minor amendments are necessary to maintain the 25% discount on flood insurance premiums, afforded through the Community Rating System (CRS) program. The required amendments are limited to the base elevations described in the General Standards, MMC Subsections 14.01.130(A)(2)(c) and (B)(3)(c).

*Staff contact – Anita Marrero*

**Monroe – Duvall Shuttle**

Month	ROUTE	Days	Total	Adult	Youth	Senior	Disabled
September, 2021	SVTM	21	33	13	3	9	8
October, 2021	SVTM	21	53	2	-	26	25
November, 2021	SVTM	20	88	39	1	26	22
December, 2021	SVTM	20	82	38	2	27	15
January, 2022	SVTM	14	10	-	-	6	4
February, 2022	SVTM	0	0	0	0	0	0
March, 2022	SVTM	0	0	0	0	0	0
<b>Total</b>			266	92	6	94	74

The Duvall Monroe Shuttle is temporarily suspended due to staffing shortages, and unfortunately there is no anticipated date to restart at this time.

**Miscellaneous**

Monroe Woodlands Annexation

On March 16, 2021, the City’s consultant, LDC, gathered signatures from residents of the Monroe Woodlands for the 60% annexation petition. Per “no-protest” agreements signed prior to the annexation initiative, the Mayor’s designee signed for residents for whom a signature could not be obtained. The annexation packet for the Woodlands was resubmitted to the County on March 30, 2021. The petition was determined by the County to be sufficient in June 2021. The annexation packet is awaiting feedback from the Boundary Line Review Board. The Monroe Woodlands Annexation was approved by council and became effective on February 16, 2022.

*Staff contact – Anita Marrero*

Conner Property

Mr. Conner submitted application to annex the Conner property. The triangular shaped parcel is located along Tester Road, west of the Monroe High School, just south of the SR-522 off-ramp onto Main Street.

*Staff contact – Amy Bright*

## Proposed Urban Growth Area (UGA) Expansions

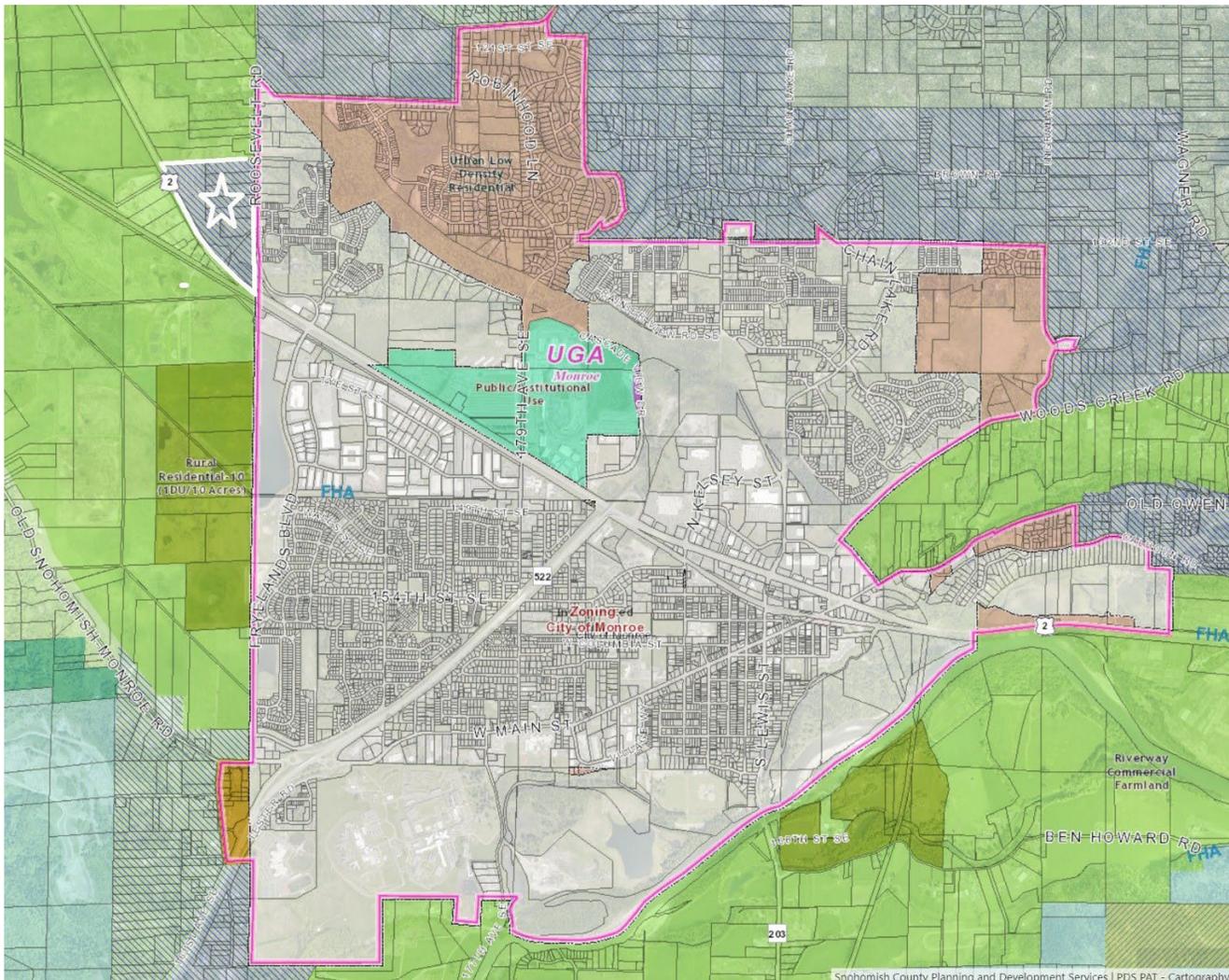
The Snohomish County Council will be considering two proposed expansions of the Monroe Urban Growth Area, including changes to the Future Land Use Map (FLUM) and the official zoning map. The Snohomish County Planning Commission will be reviewing and making a recommendation on the UGA expansions as a part of the county’s 2024 Comprehensive Plan Update.

### UGA Expansion #1

This expansion would take place in an area with a Rural/Urban Transition Overlay. The proposed Future Land Use Map designation is Urban Low Density Residential.

**Proposed zoning:** R-7,200.

**Acreage:** 68 acres





# COMMUNITY DEVELOPMENT DEPARTMENT Monthly Report for March 2022

## UGA Expansion #2

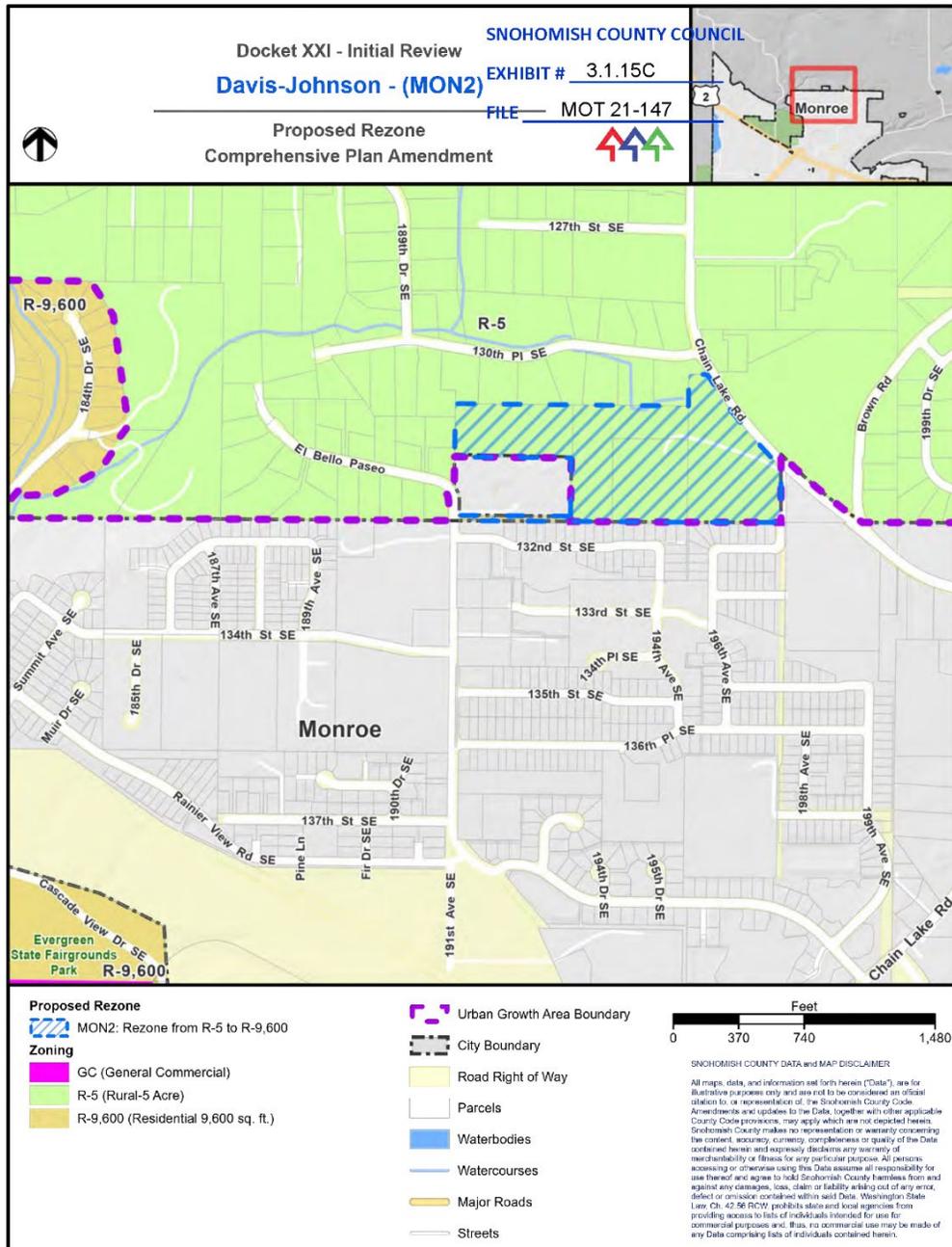
Proposed expansion of the northern boundary of the Monroe Urban Growth Area (UGA) and redesignation of 22 acres from Rural Residential (RR) and Rural Urban Transition Area (RUTA) to Urban Low Density Residential.

### Rezone:

Proposed: R-7,200

Existing: Rural 5-Acre (R-5)

Acres: 22 acres





# MONROE PLANNING COMMISSION

Regular Meeting  
Monday, February 14, 2022, 7:00 PM  
Zoom Online Meeting Platform

**Chair**  
Jay Bull

**Commissioners**  
Bridgette Tuttle, Vice Chair;  
Brandi Blair, Dionne Miller,  
Jacob Walker, Liz Nugent;  
& Melanie Lockhart

## MINUTES

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### 1. CALL TO ORDER

Virtual Participation Information:

The Planning Commission meeting will be held virtually via Zoom Meeting. Due to the COVID-19 pandemic, and [Proclamation 20-28.14](#) issued by Governor Jay Inslee, in-person meetings are not being held at this time.

Join Zoom Meeting:

- [Click here to join Zoom Meeting](#); or
- Dial in: (253) 215-8782
- Meeting ID: 837 4807 5121

Chair Bull called the meeting to order at 7:06pm

### 2. ROLL CALL

**PRESENT:** Vice Chair Bridgette Tuttle, Commissioner Dionne Miller, Commissioner Liz Nugent, Chair Jay Bull, Commissioner Brandi Blair, Commissioner Jacob Walker, and Commissioner Melanie Lockhart

**EXCUSED:**

**STAFF PRESENT:** Associate Planner Leigh Anne Barr, Community Development Director Lance Bailey, and Planner Amy Bright

### 3. PUBLIC COMMENTS

### 4. APPROVAL OF MINUTES

4.1. January 24, 2022

Vice Chair Bridgette Tuttle moved to approve the minutes from the January 24, 2022 regular meeting. The motion was seconded by Commissioner Dionne Miller. On vote, motion carried 7-0.

## **5. PUBLIC HEARING**

### **5.1. PUBLIC HEARING - Proposed pre-annexation zoning of the of the Conner Property under Chapter 35A.14 RCW, Annexation by Code Cities**

Chair Bull opened the public hearing at 7:09pm.

Planner Amy Bright gave a presentation with an overview of the proposal.

Commissioners asked about uses of the surrounding area, density and about the annexation process. Planner Bright answered and clarified the pre-annexation zoning process as opposed to the annexation process.

Commissioner Blair inquired if any public comments had been received. Staff answered that no public comments were received.

Vice Chair Bridgette Tuttle moved to open the public testimony portion of the public hearing. The motion was seconded by Commissioner Liz Nugent. On vote, motion carried 7-0.

Commissioner Melanie Lockhart moved to close the public testimony portion of the public hearing. The motion was seconded by Commissioner Dionne Miller. On vote, motion carried 7-0.

Vice Chair Bridgette Tuttle moved to close the public hearing. The motion was seconded by Commissioner Jacob Walker. On vote, motion carried 7-0.

Vice Chair Bridgette Tuttle moved to adopt the Findings of Fact and Conclusions of Law contained in Attachment 1 to the Planning Commission agenda bill, authorize the Planning Commission Chair to sign the Findings on behalf of the Commission, and recommend that the Monroe City Council approve Ordinance No.xxx/2022, adopting pre-annexation zoning for a 0.85 acre parcel, Snohomish County Tax Assessor number 27061000102600, located in the vicinity of the Monroe High School, also known as the Conner property, pursuant to RCW 35A.14.330; adopting supportive findings; providing for severability; and establishing an effective date. The motion was seconded by Commissioner Melanie Lockhart. On vote, motion carried 7-0.

## **6. OLD BUSINESS**

## **7. NEW BUSINESS**

## **8. DISCUSSION BY COMMISSIONERS & STAFF**

Commissioner Miller updated the Planning Commission on the changes to the Park Board appointments. The Parks Board fully consist of the general public and no longer have a designated Planning Commission or a school district representative. Commissioner Miller plans to attend meetings as a citizen and report back to the Planning Commission.

Commissioner Tuttle encouraged people to get out into the community and support local businesses. Commissioner Tuttle also requested more trainings during Planning Commission meetings.

Commissioner Nugent gave an Economic Development Advisory Board (EDAB) update, including information on the proposed non-motorized path in front of the fairgrounds.

Commissioner Walker discussed the high use of the new artificial turf fields at Lake Tye and safety concerns regarding crossing Fryelands Blvd.

Commissioner Bull spoke about the Monroe Listens feature on the City's website.

Commissioner Lockhart would support more safety at the intersection discussed on Fryelands Blvd by Commissioner Walker.

Planner Bright will look into more training for the Commissioners in the future.

Community Development Director Lance Bailey gave an updated on getting the consultants on board for the Comprehensive Plan update. The consultants will be coming to Planning Commission with a presentation to start the process.

## 9. ADJOURNMENT

Commissioner Melanie Lockhart moved to adjourn the meeting at 7:46pm. The motion was seconded by Commissioner Liz Nugent. On vote, motion carried 7-0.

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Chair, Jay Bull

*Leigh Anne Barr*

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Planning Commission Secretary, Leigh Anne Barr



# MONROE PLANNING COMMISSION

Regular Meeting  
Monday, March 28, 2022, 7:00 PM  
Zoom Online Meeting Platform

**Chair**  
Jay Bull

**Commissioners**  
Bridgette Tuttle, Vice Chair;  
Brandi Blair, Dionne Miller,  
Jacob Walker, Liz Nugent;  
& Melanie Lockhart

## MINUTES

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### 1. CALL TO ORDER

Chair Bull called the meeting to order at 7:00pm

### 2. ROLL CALL

**PRESENT:** Vice Chair Bridgette Tuttle, Commissioner Dionne Miller, Commissioner Liz Nugent, Chair Jay Bull, Commissioner Brandi Blair, Commissioner Jacob Walker, and Commissioner Melanie Lockhart

**EXCUSED:**

**STAFF PRESENT:** Community Development Director Lance Bailey, Planning Manager Kate Tourtellot, Senior Planner Anita Marrero, Associate Planner Leigh Anne Barr, and Planning Administrative Assistant Hannah Maynard

### 3. PUBLIC COMMENTS

David & Michelle Shoemaker  
Owners of Let's Play Café

David and Michelle Shoemaker requested clarification on entertainment being allowed within Historic Main Downtown zoning area and its limitations on existing entertainment businesses within that zoning area. Commissioners stated they will follow up and recommended that they email the Community Development Department and City Council regarding this topic.

### 4. APPROVAL OF MINUTES

4.1. February 14, 2022

Vice Chair Bridgette Tuttle moved to approve the minutes from the February 14, 2022 regular meeting. The motion was seconded by Commissioner Melanie Lockhart. On vote, motion carried 7-0.

## 5. PUBLIC HEARING

## 6. OLD BUSINESS

## 7. NEW BUSINESS

### 7.1. Amending Chapter 14.01 MMC, Flood Hazard Area Regulations to Incorporate the New Community Rating System (CRS) Class 8 Prerequisite - Anita Marrero

Senior Planner Marrero gave a presentation summarizing the proposed Chapter 14.01 MMC amendment.

Commissioners inquired about new height requirements above base flood elevation, the number of homes that would be affected by this code amendment, and the monetary amount of potential savings if the code is amended as proposed. Senior Planner Marrero responded, and noted that a decision was not needed from Commissioners at that time, and that she will bring more details when this is presented next.

Commissioners requested a map documenting areas that would be affected by the proposed amendment. Senior Planner Marrero said she will provide one.

Chair Bull requested a timeline for her next presentation on the topic, Senior Planner Marrero stated she will likely present at the next Planning Commission meeting on April 11, 2022.

### 7.2. CD February 2022 Monthly Report - Leigh Anne Barr

Associate Planner Leigh Anne Barr presented the Community Development monthly report for February 2022. This report included pre-app meetings, numbers of building permits, code enforcement cases, and building inspections. This report also highlighted the Garibaldi development along Chain Lake Road.

Commissioner Tuttle requested clarification on Code Enforcement cases, specifically sign enforcement. Associate Planner Barr stated she will follow up with Code Enforcement to provide numbers of case types being opened.

Commissioners inquired about a pre-application meeting for change of use at 333 W Main St.

Commissioner Walker inquired about a new coffee stand by the gas station.

Commissioner Blair asked for clarification on encouraging commercial spaces on downtown Main St, and Commissioner Tuttle explained decisions made by Planning Commission in the past affecting this.

Commissioner Walker requested additional clarification on the Monroe Gateway site plan review.

## **8. DISCUSSION BY COMMISSIONERS & STAFF**

Director Bailey introduced new Community Development Department staff, Planning Manager Kate Tourtellot and Planning Administrative Assistant Hannah Maynard.

Senior Planner Marrero reported no new commercial developments, but more residential development occurring.

Chair Bull stated he will provide the most recent apartment and multi-family rent numbers soon.

Director Bailey reported the City is still negotiating with consultants for Comprehensive Plan contract.

Commissioner Walker followed up on a previous inquiry about installing a lighted crosswalk on Frylands Blvd.

Commissioner Nugent inquired about a development site along Kelsey St.

Commissioner Blair reported higher volumes of traffic, and that the crosswalk flags provided by the City have been helpful for pedestrians. Commissioner Blair requested additional crosswalk flags around the City.

Commissioner Lockhart thanked the presenters, and is looking forward to seeing everyone in-person when hybrid meetings begin.

Commissioner Miller reported that the most recent Park board meeting was cancelled, and the next meeting is scheduled for early April. Commissioner Miller also recommended utilizing the Monroe Listens feedback tool to request crosswalks and safety improvements from the City.

Commissioner Tuttle requested an update on the Lowes property covenants, conditions and restrictions. Director Bailey reported progress was being made with more dialogue occurring. Commissioner Tuttle is excited to see the US-2 Walking Path and Monroe Gateway sign projects are underway.

Commissioner Tuttle requested the topic of entertainment zoning and clarification on

card room restrictions be put on a near-future agenda.

Commissioner Nugent reported truck traffic seems to be lessening and also recommended utilizing Monroe Listens to report issues to the City.

Associate Planner Barr thanked the commissioners for completing training and will keep everyone updated on upcoming hybrid meetings.

## 9. ADJOURNMENT

Vice Chair Bridgette Tuttle moved to adjourn the meeting at 8:15pm. The motion was seconded by Commissioner Dionne Miller. On vote, motion carried 7-0.

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Chair, Jay Bull

*Hannah Maynard*

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Planning Administrative Assistant, Hannah Maynard