

MONROE CITY COUNCIL
Regular Business Meeting
September 8, 2020, 7:00 P.M.

Zoom Online Meeting Platform

Join: <https://us02web.zoom.us/j/89536855135>

Mayor: *Geoffrey Thomas*

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

AGENDA

Call To Order

1. Virtual Participation Information

The City Council meeting will be held virtually via Zoom Meeting. Due to the COVID-19 pandemic, and Proclamation 20-28.8 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Join Zoom Meeting:

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

Roll Call

Pledge Of Allegiance

1. Councilmember Rousey

Documents:

[American Flag.jpg](#)

Announcements/Presentations

1. Proclamation: Hispanic Heritage Month (Mayor Thomas)

Documents:

[Proclamation - Hispanic Heritage Month.pdf](#)

2. Proclamation: Hydrocephalus Awareness Month (Mayor Thomas)

Documents:

[Proclamation - Hydrocephalus Awareness Month.pdf](#)

Public Comments

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

1. Virtual Participation Information

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

Attendees can alternatively submit written comments to be read into the record at the time of the meeting. All written comments must be received prior to 5:00 p.m. on the day of the meeting and must be 350 words or less. Submit to gpfister@monroewa.gov.

Consent Agenda

1. Approval of the Minutes: August 11, 2020, Regular Business Meeting

Documents:

[MCC Minutes 8-11-2020.pdf](#)

2. Approval of the Minutes: August 18, 2020, Regular Study Session

Documents:

[MCC Minutes 8-18-2020.pdf](#)

3. Approval of AP Checks and ACH Payments

Documents:

[AP Packet - 1.pdf](#)

[AP Packet - 2.pdf](#)

4. AB20-138: Authorize Mayor to Sign Agreement with Sonitrol Pacific for Installation and Monitoring of Municipal Campus Card Reader Access & Security Systems (J. Roberts)

Documents:

[AB20-138 Sonitrol Pacific - Campus Card Reader Access and Security.pdf](#)

5. AB20-139: Authorize Mayor to Sign the Scope Change/Budget Augmentation with Kennedy Jenks for the Waste Water Treatment Plant (WWTP) CIP 1 Design (J. Lande)

Documents:

[AB20-139 WWTP CIP Design Contract Amendment with Kennedy Jenks.pdf](#)

New Business

1. AB20-140: Ordinance No. 012/2020, An Ordinance of the City of Monroe adopting a Utility Service Suspension – Extended Vacancies policy; First Reading (B. Hasart)

Documents:

[AB20-140 Utility Service Suspension Ordinance.pdf](#)

2. AB20-141: Confirmation of Salary Commission Appointment (D. Knight)

Documents:

[AB20-141 Confirmation of Salary Commission Appointment.pdf](#)

Staff/ Department Reports

1. Parks & Recreation (M. Farrell)

Documents:

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

2. Public Works (J. Roberts)

Documents:

[Report - Public Works.pdf](#)

Councilmember Reports

Mayor/ Administrative Reports

1. City Administrator Update (D. Knight)

- Extended agenda

Documents:

[Extended Agenda.pdf](#)

2. Mayor's Update

- Monroe This Week (September 4, 2020, Volume 6, Edition 34)

Documents:

[MTW Volume 6 Edition 34.pdf](#)

Executive Session

1. To Discuss Property Acquisition Pursuant to RCW 42.30.110(1)(b)
2. To Discuss Pricing of Property Pursuant to RCW 42.30.110(1)(c)
3. To Discuss, with Legal Counsel, Potential Litigation Pursuant to RCW 42.30.110(1)(i)

Action may or may not be taken.

Adjournment

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

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

Accommodations for people with disabilities will be provided upon request. Please call the Deputy

City Clerk at 425-967-1272. Please allow advance notice.





Proclamation

WHEREAS, the City of Monroe recognizes and honors contributions of all members of our community; and

WHEREAS, September 15th is the anniversary of independence for: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua; and September 16th is the anniversary of independence for Mexico; and September 18th is the anniversary of independence of Chile; and

WHEREAS, in 1988, the United States Congress adopted a resolution designating September 15 to October 15 of each year as National Hispanic Heritage Month; and

WHEREAS, our Hispanic community brings a rich cultural heritage representing many countries, ethnicities, and religious traditions that are interwoven into the fabric of America; and

WHEREAS, our Hispanic community has a profound influence on our city and country by enhancing and shaping our national heritage with centuries old traditions that reflect the multiethnic and multicultural customs of their community; and

WHEREAS, during National Hispanic Heritage Month, the United States celebrates the culture and traditions of Spanish speaking residents who trace their roots to Spain, Mexico, Central America, South America, and the Caribbean.

NOW THEREFORE, I, Geoffrey Thomas, do hereby proclaim September 15 to October 15, 2020, in the City of Monroe as

HISPANIC HERITAGE MONTH

and call upon all residents in our community to learn more about the rich Hispanic culture, traditions and history, and celebrate the contributions that have been made to our country and our community by Hispanic Americans.

Geoffrey Thomas, Mayor



Proclamation

WHEREAS, hydrocephalus affects approximately one million Americans in every stage of life, from infants to the elderly; and

WHEREAS, one out of every one thousand babies are born with hydrocephalus, making it as common as Down's Syndrome and more common than spina bifida or brain tumors, and is the most common reason for brain surgery in children; and

WHEREAS, hydrocephalus is a condition with no cure; is primarily characterized by excessive cerebrospinal fluid on the brain that results in abnormal widening of the spaces in the ventricles, which creates harmful pressure and can be fatal if left untreated; and

WHEREAS, the only treatment for hydrocephalus requires brain surgery, and many individuals require more than one surgery to remain well; and

WHEREAS, representatives from the National, Regional, and State Hydrocephalus Association, in conjunction with leaders from professional, community, and medical-based organizations and associations, are dedicated to increasing public awareness of hydrocephalus and the needs of families parenting children, and adults diagnosed with hydrocephalus.

NOW THEREFORE, I, Geoffrey Thomas and the Monroe City Council, do hereby recognize September 2020 as

HYDROCEPHALUS AWARENESS MONTH

and encourage the community to join me in the worthy observance.

Geoffrey Thomas, Mayor

Ed Davis, Mayor Pro Tem

Patsy Cudaback, Councilmember

Kevin Hanford, Councilmember

Jason Gamble, Councilmember

Jeff Rasmussen, Councilmember

Kirk Scarboro, Councilmember

Heather Rousey, Councilmember



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Mayor
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Councilmembers
*Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
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MEETING MINUTES

CALL TO ORDER

The City Council meeting was held virtually via Zoom. Due to the COVID-19 pandemic, and Proclamation 20-28.8 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Mayor Thomas called the meeting to order at 7:00 p.m.

ROLL CALL

Councilmembers present:

Davis, Cudaback, Hanford, Gamble, Rasmussen¹, Scarboro, and Rousey

Staff present:

Pfister, Knight, Roberts, Feilberg, Warthan, Jolley, Adams, Huebner, Christian, Klinkers, Bright, and City Attorney Lell

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Cudaback

PUBLIC COMMENTS

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

There were no comments from the public.

EXECUTIVE SESSION

1. To Discuss Property Acquisition Pursuant to RCW 42.30.110(1)(b)
2. To Discuss with Legal Counsel two (2) Items Related to Potential Litigation Pursuant to RCW 42.30.110(1)(i)

Mayor Thomas noted the need for an executive session and read the following statement:

The City Council will now convene an executive session for the purpose of discussing the acquisition of real property pursuant to RCW 42.30.110(1)(b), and to discuss potential litigation with legal counsel pursuant to RCW 42.30.110(1)(i) for 30 minutes. I will notify the Deputy City Clerk by text message if the executive session has been extended; and the Deputy City Clerk will notify the public. Council is anticipated to take action following the executive session. For purposes of the executive session, the Council will leave the current, publicly accessible Zoom meeting and will join a new Zoom meeting, the dial-in information for which has been separately provided to the Council Members.

Councilmember Gamble read the following statement:

Mayor, I understand that one of the executive session items this evening involves a matter in which I could potentially be deemed to have some degree of personal, business, employment or other interest. Out of an abundance of caution, and in order to avoid any appearance of impropriety, I am voluntarily recusing myself from participating in the discussion regarding that item. I would respectfully ask that you notify me when the City Council has finished its discussion regarding that item, and I will join the executive session at that time. Thank you.

¹ Councilmember Rasmussen joined the meeting, in executive session at 7:09 p.m.



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Kirk Scarboro, & Heather Rousey*

The meeting recessed to executive session at 7:06 p.m. for 30 minutes².
At 7:36 p.m. the executive session was extended to 7:45 p.m.
At 7:45 p.m. the executive session was extended to 7:55 p.m.
At 7:55 p.m. the executive session was extended to 8:05 p.m.
At 8:05 p.m. the executive session was extended to 8:15 p.m.
At 8:15 p.m. the executive session was extended to 8:25 p.m.
At 8:25 p.m. the executive session was extended to 8:35 p.m.
At 8:35 p.m. the executive session was extended to 8:45 p.m.
The executive session ended at 7:45 p.m.
The meeting reconvened to regular session at 7:46 p.m.

Councilmember Cudaback moved to add an item to the agenda for tonight's meeting authorizing the execution of transactional documents related to the North Hill property acquisition. The motion was seconded by Councilmember Hanford. On vote, motion carried 4-3-0; with Councilmembers Scarboro, Rousey, and Gamble opposed.

This will be considered as New Business #7 on the agenda.

PUBLIC COMMENTS

Mayor Thomas provided an additional opportunity for public comment.

There were no comments from the public.

FINAL ACTION/CLOSED RECORD HEARING

1. AB20-116: Closed Record Proceeding to Consider and Issue a Final Decision on the Hearing Examiner's Recommendation Regarding the Kestrel Ridge Preliminary Plat and Planned Residential Development Application (PLPRD2018-01) (A. Bright)

Amy Bright, Associate Planner, provided background information on AB20-116; noted the materials included in the agenda packet; and explained the need for a Closed Record Hearing.

Zach Lell, City Attorney, provided additional direction to Council; explained the quasi-judicial process and subsequent appearance of fairness doctrine.

Mr. Lell asked Council three sets of questions related to the appearance of fairness doctrine. There were no affirmative responses by Council.

Mayor Thomas opened the floor to the public for appearance of fairness challenges. There were no comments from the public.

Mr. Lell noted Section 13 of the Council Rules of Procedure, and reminded Council that any decision made this evening must be based entirely on information contained in the factual record.

Councilmember Rousey moved to adopt Resolution 013/2020, approving the Kestrel Ridge Preliminary Plat and Planned Residential Development (PRD), a preliminary plat located within the Single Family Residential – 4 units per acre (R4) zoning district. Setting forth supportive

² Councilmember Gamble joined the executive session at 7:27 p.m.



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findings, providing for severability; and establishing an effective date. The motion was seconded by Councilmember Davis. On vote, motion carried 7-0

CONSENT AGENDA

1. Approval of the Minutes: July 21, 2020, Regular Study Session
2. Approval of AP Checks and ACH Payments
3. Approval of Payroll Warrants and ACH Payments
4. AB20-117: Authorize the Mayor to sign Supplement Agreement No. 2 with Universal Field Services for Chain Lake Road Phase 2a, Non-Motorized Pedestrian Path ROW Acquisition (S. Peterson)

Councilmember Davis moved to approve the consent agenda. The motion was seconded by Councilmember Rasmussen. On vote, motion carried 7-0

NEW BUSINESS

1. AB20-118: Appointments to the Community Human Services Advisory Board (CHSAB) (R. Adams)

Rachel Adams, Project Management Consultant, provided background information on AB20-118; and commented on the following topics:

- Engagement
- CHSAB scope of work
- Interview process
- Applicant backgrounds

Mayor Thomas commented on the applicant pool, and thanked those who applied. Councilmember Hanford also thanked the applicants.

Councilmember Hanford moved to confirm the Mayor's appointment of: Tony Balk, Jim Bloss, Roger Evans, Lynsey Gagnon, James Harrigan, Bryan Lipsky, Jose Luis, Sarah Lunstrum, Amber Mehta, Amy Plumb and Aisha Sial to the membership of the Community Human Services Advisory Board, and Brian Stoddard, Todd Strickler and Bridgette Tuttle as Ex Officio members of the Community Human Services Advisory Board. The motion was seconded by Councilmember Cudaback. On vote, motion carried 7-0

2. AB20-119: 2021 Legislative Priorities (R. Huebner)

Rich Huebner, Management Analyst, provided background information on AB20-119; and introduced city lobbyist Trevor Justin from Strategies360.

Mr. Justin commented on the following topics:

- 2020 legislative session highlights
- 2020 focus areas
- Potential 2021 focus areas
- Bringing back to council in September for adoption

3. AB20-120: Ordinance 010/2020, 2020 Budget Amendment, First Reading (B. Hasart)



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Becky Hasart, Finance Director/Interim City Clerk, provided background information on AB20-120; reviewed exhibits; and noted that this item will be brought back to Council for further discussion and a second reading of the proposed Ordinance.

Councilmember Gamble moved to accept as first reading Ordinance No 010/2020, amending the budget for fiscal year 2020 to account for actual beginning fund balances, new or decreased revenues and expenditures; providing for severability, and establishing an effective date. The motion was seconded by Councilmember Cudaback. On vote, motion carried 7-0.

4. AB20-121: Ordinance 011/2020, Amending Chapter 9.25.040 MMC, Violation of Order, Stay out of Drug Areas (SODA), First Reading, (J. Jolley)

Chief Jolley provided background information on AB20-121; and noted updates to the previous Ordinance.

Discussion ensued related to the following topics: fines; punishments; practice in other jurisdictions.

Councilmember Davis moved to adopt Ordinance No. 011/2020, AMENDING CHAPTER 9.25 MMC STAY OUT OF DRUG AREAS (SODA) ORDERS; CLARIFYING THE LEGAL EFFECT OF SODA ORDER VIOLATIONS AS SEPARATELY PUNISHABLE GROSS MISDEMEANORS; PROVIDING FOR SEVERABILITY; AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE. The motion was seconded by Councilmember Rousey³. On vote, motion carried 7-0

5. AB20-122: Approval of Community Relief Grant Awards (R. Adams / R. Huebner)

Mr. Huebner provided background information on AB20-122. Ms. Adams reviewed the recipients and proposed grant award.

The following Councilmembers recused themselves from discussion and vote for having some degree of interest in the grant recipient list: Rasmussen, Cudaback, and Gamble

Councilmember Hanford moved to approve the recommended Community Relief Grant awards, authorize the Mayor to execute the necessary agreements, and approve a second round of the Community Relief Grant if funding becomes available. The motion was seconded by Councilmember Scarboro. On vote, motion carried 4-0

6. AB20-123: Utility Fee Grant (R. Huebner)

Mr. Huebner provided background information on AB20-123; and commented on the following topics:

- Budget reallocation
- CARES Act funds
- Treasury Department FAQs
- Appropriate use of funds

³ Clerk's note: the motion was read as final adoption, not as the first reading as intended. This item will be brought back for a second reading on August 25, 2020.



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Councilmember Hanford moved to approve the revised Coronavirus Relief Funds Budget and the implementation of the Utility Fee Grant program. The motion was seconded by Councilmember Davis. On vote, motion carried 7/0

7. North Hill Property Acquisition

Mike Farrell, Parks & Recreation Director, shared a PowerPoint presentation highlighting the following topics:

- PROS Plan level of service objective
- Parkland deficiencies
- Recreation opportunities
- Value of land
- 2020 budget amendment, park capital improvement fund
- Funding sources
- Map of land and surrounding area

Discussion ensued related to the following topics: additional information, and additional time needed to review

Councilmember Cudaback moved to authorize the Mayor to sign the Purchase and Sale Agreement and Right of first Refusal to acquire property for park land and public use in substantially the form presented to Council, clarifying that such authorization is separate and distinct from the future, pre-closing authorization required pursuant to subsection 6(a)(i) of the Purchase and Sale Agreement; and expressly authorize the Mayor to make further minor revisions deemed necessary and appropriate. The motion was seconded by Councilmember Rasmussen. On vote, motion carried 4-3-0; with Councilmembers Scarboro, Gamble, and Rousey opposed.

STAFF/DEPARTMENT REPORTS

1. Economic Development (D. Knight)

Deborah Knight, City Administrator, noted that the 2020 Business Survey would be complete in time for the Council's budget discussion.

2. Parks & Recreation (M. Farrell)

Mr. Farrell noted the report included in the agenda materials.

3. Police Department (J. Jolley)

Chief Jolley noted the report included in the agenda materials; and commented on the Department's booth at the farmers market.

4. Public Works (J. Roberts)

Jakeh Roberts, Deputy Public Works Director, noted the report included in the agenda materials; and commented on reports of blue-green algae at Lake Tye.



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COUNCILMEMBER REPORTS

Councilmember Rasmussen reported that he will be absent at the August 18 council meeting.

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update (D. Knight)

Ms. Knight reported on the following topics:

- First CHSAB meeting on August 20
- Working on service provider scope of work for temporary shelter
- Update on Lowe's CC&Rs
- Kudos to Chief Jolley and other staff for their public presence at the farmers market

2. Mayor's Update/Monroe This Week (August 7, 2020, Volume 6, Edition 30)(Mayor Thomas)

Mayor Thomas reported on the following topics:

- CHSAB interviews
- Upcoming meeting at St. Mary's of the Valley

ADJOURNMENT

There being no further business, the motion was made by Councilmember Rasmussen and seconded by Councilmember Scarboro to adjourn the meeting. On vote, motion carried 7-0.

MEETING ADJOURNED: 9:54 p.m.

Geoffrey Thomas, Mayor

Gina Pfister, Deputy City Clerk



MONROE CITY COUNCIL

Regular Study Session
Tuesday, August 18, 2020, 7:00 P.M.
Zoom Online Meeting Platform

Mayor
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Councilmembers
*Ed Davis, Mayor Pro Tem;
Patsy Cudaback; Kevin Hanford;
Jason Gamble, Jeff Rasmussen;
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MEETING MINUTES

CALL TO ORDER

The City Council meeting was held virtually via Zoom. Due to the COVID-19 pandemic, and Proclamation 20-28.8 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Mayor Thomas called the meeting to order at 7:01 p.m.

ROLL CALL

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

Mayor Thomas noted the excused absence of Councilmember Rasmussen. No objections were noted.

Staff present:
Pfister, Knight, Feilberg, Swanson, Adams, Hasart, Huebner, and Christian

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Davis

PRESENTATION

Mayor Thomas requested to amend the agenda to include a presentation to issue a proclamation.

Councilmember Cudaback moved to add a proclamation from the Mayor commemorating the 100th anniversary of the 19th amendment, guaranteeing women the right to vote. The motion was seconded by Councilmember Rousey. On vote, motion carried 6-0

Mayor Thomas issued a [proclamation](#) recognizing August 18, 2020 as the 100th Anniversary of the 19th Amendment to the US Constitution; and introduced Karen Crowley with The League of Women Voters of Snohomish County, who said a few words and thanked Mayor Thomas for issuing the proclamation. Councilmember Hanford thanked Ms. Crowley for speaking.

PUBLIC COMMENTS

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

There were no comments from the public.

STAFF/DEPARTMENT REPORTS

There were no staff/department reports.

COUNCILMEMBER REPORTS

Councilmember Cudaback thanked the unknown source for their garbage clean-up efforts behind Wal-Mart.

Councilmember Hanford reported that he would be absent from the September 1 council meeting. Mayor Thomas noted that the September 1 meeting had previously been cancelled.

ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES WILL BE PROVIDED UPON REQUEST.
For assistance, please contact the City Clerk's Office at 425-967-1272 in advance of the meeting.
THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA



MONROE CITY COUNCIL

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Jason Gamble, Jeff Rasmussen;
Kirk Scarboro, & Heather Rousey*

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update (D. Knight)

Deborah Knight, City Administrator, reported on the following topics:

- Extended agenda
- Kudos from resident regarding the city's finance bill-pay webpage
- Kudos from the state auditor's office to Finance Director Becky Hasart for her assistance during the most recent audit

2. Mayor's Update

Mayor Thomas reported on the following topics:

- Meeting at St. Mary's of the Valley last Thursday
- Upcoming first meeting of the Community Human Services Advisory Board (CHSAB)
- Upcoming meeting with the Monroe Equity Council
- Success story provided by Judge Ness in latest issue of Monroe This Week

DISCUSSION ITEMS

1. AB20-125: FCS Group Introduction to Planning Cost of Service Study (B. Swanson)

Ben Swanson, Community Development Director, provided background information on AB20-125; reviewed previous committee discussion; and introduces Matt Hobson with FCS Group.

Mr. Hobson shared a PowerPoint presentation highlighting the following topics:

- Key study steps
- What costs can be recovered
- Study timeline
- Summary of results
- Finance Committee's feedback
- Proposed cost recovery policy

Discussion ensued related to the following topics: comparative cities; and reducing cost to taxpayers.

Mr. Swanson reviewed next steps and noted that the recommended rate models will be presented to Council at the August 25 meeting.

ADJOURNMENT

There being no further business, the motion was made by Councilmember Gamble and seconded by Councilmember Scarboro to adjourn the meeting. On vote, motion carried 6-0.

MEETING ADJOURNED: 7:40 p.m.

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Geoffrey Thomas, Mayor

Gina Pfister, Deputy City Clerk

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ROUTING SLIP - CHECK APPROVAL

9/8/2020

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

			<u>Check Numbers</u>
Date:	<u>8/20/20</u>	\$ 40,456.92	91477
Date:	<u>8/26/20</u>	\$ 15,704.30	91478-91486

Check Total: 56,161.22

Date:	<u>8/26/20</u>	\$ 44,990.96	ACH
Date:	<u>8/20/20</u>	\$ 54,112.60	B&O
Date:	<u>8/28/20</u>	\$ 27,050.00	ACH

Electronic Total: 126,153.56

Total Claims This Period: 182,314.78

Committed Checks Voided

<u>Check #</u>	<u>Check \$</u>	
89080	\$151.06	Void
91418-91446	\$0.00	Batch Printed Incorrectly
91349	\$2,104.87	Void

Signed _____ Date: _____
Finance Director

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 08/27/2020 - 11:16AM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
91477	8/20/2020	Comcast	AP		40,456.92
91478	8/26/2020	City of Monroe	AP		479.50
91479	8/26/2020	Daily Journal of Commerce Inc	AP		676.20
91480	8/26/2020	Department of Corrections	AP		18.58
91481	8/26/2020	Justin Holland	AP		2,716.50
91482	8/26/2020	Platt Electric Supply	AP		136.06
91483	8/26/2020	Puget Sound Energy	AP		145.17
91484	8/26/2020	Snohomish County Treasurer	AP		162.94
91485	8/26/2020	State Treasurer's Office	AP		11,206.37
91486	8/26/2020	Ziply Fiber	AP		162.98

Total Check Count: 10

Total Check Amount: 56,161.22

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 08/27/2020 - 11:24AM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	8/20/2020	Washington State Department of Revenue	AP	8/21/2020	54,112.60
0	8/26/2020	AmTest Inc.	AP	8/26/2020	185.25
0	8/26/2020	Ferguson Enterprises Inc	AP	8/26/2020	202.34
0	8/26/2020	Granich Engineered Products Inc	AP	8/26/2020	468.48
0	8/26/2020	H.B. Jaeger Company LLC	AP	8/26/2020	1,221.92
0	8/26/2020	IER Environmental Services Inc	AP	8/26/2020	2,467.91
0	8/26/2020	Inland Environmental Resources Inc	AP	8/26/2020	8,936.37
0	8/26/2020	John Rongerude PS	AP	8/26/2020	900.00
0	8/26/2020	Monroe Chamber of Commerce	AP	8/26/2020	12,467.68
0	8/26/2020	Monroe Law Group	AP	8/26/2020	14,000.00
0	8/26/2020	NorthStar Chemical Inc.	AP	8/26/2020	1,881.01
0	8/26/2020	State Auditor's Office	AP	8/26/2020	2,260.00
0	8/28/2020	Adam's Pawn Monroe	AP	8/26/2020	2,500.00
0	8/28/2020	aj's Salon	AP	8/26/2020	2,125.00
0	8/28/2020	Artiflex Manufacturing, LLC	AP	8/26/2020	3,000.00
0	8/28/2020	CrossFit Monroe	AP	8/26/2020	3,625.00
0	8/28/2020	Embroidery for the Soul	AP	8/26/2020	3,000.00
0	8/28/2020	Gaia Organic Juice Bar	AP	8/26/2020	2,400.00
0	8/28/2020	Ideal Lifestyle, LLC	AP	8/26/2020	2,900.00
0	8/28/2020	M&M Antiques	AP	8/26/2020	4,500.00
0	8/28/2020	Sharinabeans on Main	AP	8/26/2020	3,000.00

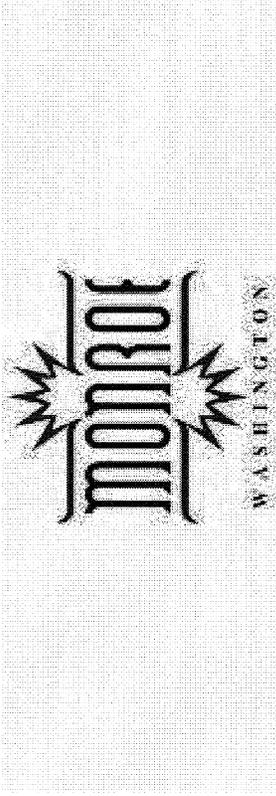
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Total Check Amount: 126,153.56

Bank Reconciliation

Disbursement Detail

User: Cheri
 Printed: 08/27/2020 - 11:53AM
 Date Range: 08/20/2020 - 08/28/2020
 Systems: 'Accounts Payable'



Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	08/28/2020	Adam's Pawn Monroe	2020 Cares Act Grant - Adam's Pawn Monroe	2,500.00
0	08/28/2020	aj's Salon	2020 Cares Act Grant - aj's Salon	2,125.00
0	08/28/2020	Artiflex Manufacturing, LLC	2020 Cares Act Grant - Artiflex	3,000.00
0	08/28/2020	CrossFit Monroe	2020 Cares Act Grant - CrossFit	3,625.00
0	08/28/2020	Embroidery for the Soul	2020 Cares Act Grant - Embroidery for the Soul	3,000.00
0	08/28/2020	Gaia Organic Juice Bar	2020 Cares Act Grant - Gaia Organic Juice Bar	2,400.00
0	08/28/2020	Ideal Lifestyle, LLC	2020 Cares Act Grant - Ideal Lifestyle	2,900.00
0	08/26/2020	John Rongerude PS	Public Defense Legal Fees - June 2020	900.00
0	08/28/2020	M&M Antiques	2020 Cares Act Grant - M&M Antiques	4,500.00
0	08/26/2020	Monroe Law Group	Public Defense Services - August 2020	14,000.00
0	08/28/2020	Sharinabeau's on Main	2020 Cares Act Grant - Sharinabeau's on Main	3,000.00
0	08/26/2020	State Auditor's Office	2019 Audit	2,260.00
0	08/20/2020	Washington State Department of Revenue	July 2020 B & O	44.86
91480	08/26/2020	Department of Corrections	Business cards - Amy Bright	18.58
Total for Fund:001 General Fund				44,273.44
Fund: 109 Tourism				
0	08/26/2020	Monroe Chamber of Commerce	VIC, Parade, Website - March 2020	12,467.68
Total for Fund:109 Tourism				12,467.68
Fund: 307 Capital Improvements CIP				
91479	08/26/2020	Daily Journal of Commerce Inc	B&G Club ECEAP	676.20
Total for Fund:307 Capital Improvements CIP				676.20
Fund: 411 Water Maintenance & Operations				
0	08/26/2020	Ferguson Enterprises Inc	Water Supplies	202.34
0	08/26/2020	H.B. Jaeger Company LLC	Water supplies	1,221.92
0	08/20/2020	Washington State Department of Revenue	July 2020 B & O	24,380.30
91483	08/26/2020	Puget Sound Energy	PSE 769 Village Way #Facility	47.91
Total for Fund:411 Water Maintenance & Operations				25,852.47

Check#	Check Date	Payable To	Purpose	Amount
Fund: 421 Sewer Maintenance & Operations				
	0 08/26/2020	AmTest Inc.	Testing	185.25
	0 08/26/2020	Granich Engineered Products Inc	Repairs/Maintenance	468.48
	0 08/26/2020	IER Environmental Services Inc	Polymer - 882 #'s	2,467.91
	0 08/26/2020	Inland Environmental Resources Inc	Mag. Hydroxide - 40,880#	8,936.37
	0 08/26/2020	NorthStar Chemical Inc.	Sodium Hypochlorite 305 g	1,881.01
	0 08/20/2020	Washington State Department of Revenue	July 2020 B & O	26,865.69
	91483 08/26/2020	Puget Sound Energy	PPSE 769 Village Way #Facility	47.90
	91486 08/26/2020	Ziply Fiber	WWTP Phones	162.98

41,015.59

Total for Fund:421 Sewer Maintenance & Operations

Fund: 431 Stormwater Maint & Operations				
	0 08/20/2020	Washington State Department of Revenue	July 2020 B & O	2,780.95
	91483 08/26/2020	Puget Sound Energy	PSE 769 Village Way #Facility	49.36

2,830.31

Total for Fund:431 Stormwater Maint & Operations

Fund: 510 Information & Tech Services				
	91477 08/20/2020	Comcast	Overpaid Interest - Comcast	40,456.92

40,456.92

Total for Fund:510 Information & Tech Services

Fund: 530 Facilities Management				
	91482 08/26/2020	Platt Electric Supply	Controller	136.06

136.06

Total for Fund:530 Facilities Management

Fund: 631 Agency Fund				
	0 08/20/2020	Washington State Department of Revenue	July 2020 B & O	40.80
	91478 08/26/2020	City of Monroe	Hearing examiner fee refund	479.50
	91481 08/26/2020	Justin Holland	Refund Hearing Examiner fees	2,716.50
	91484 08/26/2020	Snohomish County Treasurer	Jurisdiction Billing - July 2020	162.94
	91485 08/26/2020	State Treasurer's Office	Jurisdiction Billing - July 2020	11,206.37

14,606.11

Total for Fund:631 Agency Fund

182,314.78

Grand Total

ROUTING SLIP - CHECK APPROVAL

9/8/2020

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

			<u>Check Numbers</u>
Date:	<u>8/28/20</u>	\$ 71,320.00	91487-91504
Date:	<u>8/28/20</u>	\$ 10,529.35	91505-91511
Date:	<u>8/28/20</u>	\$ 3,092.20	91512
Date:	<u>9/4/20</u>	\$ 58,071.83	91513-91531

Check Total: 143,013.38

Date: 9/4/20 \$ 207,913.83 ACH

Electronic Total: 207,913.83

Total Claims This Period: 350,927.21

Committed Checks Voided

<u>Check #</u>	<u>Check \$</u>
91356	\$3,825.50

Signed _____ Date: _____
Finance Director

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 09/03/2020 - 3:24PM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
91487	8/28/2020	Bliss Yoga Studio	AP		5,000.00
91488	8/28/2020	Boys and Girls Club	AP		6,000.00
91489	8/28/2020	Cascade Beer Candi Company	AP		1,000.00
91490	8/28/2020	El Tijeras Hair Salon	AP		2,720.00
91491	8/28/2020	Housing Hope	AP		5,000.00
91492	8/28/2020	Man Cave Barber Shop	AP		2,800.00
91493	8/28/2020	Miracles and Memories	AP		8,000.00
91494	8/28/2020	Monroe Community Senior Center	AP		5,000.00
91495	8/28/2020	Monroe Financial	AP		1,000.00
91496	8/28/2020	Monroe Insurance	AP		1,000.00
91497	8/28/2020	Monroe Public Schools Foundation	AP		5,000.00
91498	8/28/2020	Monroe/Sky Valley YMCA	AP		6,000.00
91499	8/28/2020	Pacific Tree Management, LLC	AP		2,125.00
91500	8/28/2020	S & S Bricks, Inc.	AP		2,500.00
91501	8/28/2020	Saint Vincent de Paul	AP		5,000.00
91502	8/28/2020	Shannon's Hair	AP		2,875.00
91503	8/28/2020	Stonewood Construction Services	AP		2,300.00
91504	8/28/2020	Take the Next Step	AP		8,000.00
91505	8/28/2020	Sherri Cory	AP		180.75
91506	8/28/2020	Frix Technologies, LLC	AP		9,816.83
91507	8/28/2020	Jordan & Carolann Schmidt	AP		121.26
91508	8/28/2020	Richard R & Suzan A Smith	AP		184.93
91509	8/28/2020	Summerset Woods Assoc Ltd	AP		74.19
91510	8/28/2020	Matt or Marti Weber	AP		28.77
91511	8/28/2020	Ryan Wimber	AP		122.62
91512	9/1/2020	PACE Engineers Inc	AP		3,092.20
91513	9/4/2020	AAA Monroe Rock Corp.	AP		701.60
91514	9/4/2020	Jesse Acosta	AP		219.72
91515	9/4/2020	Advanced Tree Removal	AP		3,825.50
91516	9/4/2020	AV Capture All Inc.	AP		4,577.48
91517	9/4/2020	Department of Corrections	AP		227.74
91518	9/4/2020	Employment Security Department	AP		6,208.68
91519	9/4/2020	Maria Farmer	AP		400.00
91520	9/4/2020	Benjamin & Karlee George	AP		123.39
91521	9/4/2020	John Deere Construction Retail Sales	AP		19,098.00
91522	9/4/2020	Midgard Construction	AP		4,500.00
91523	9/4/2020	Monroe Laundry, Co, Inc.	AP		383.19
91524	9/4/2020	Jessica Ness	AP		6,388.00
91525	9/4/2020	Northwest Pump & Equipment Co.	AP		530.29
91526	9/4/2020	Platt Electric Supply	AP		202.27
91527	9/4/2020	Snohomish County Treasurer	AP		1,687.36
91528	9/4/2020	Snohomish County Treasurer	AP		76.06
91529	9/4/2020	Sprague Pest Solutions Inc	AP		161.36
91530	9/4/2020	Neil Weiss	AP		400.00
91531	9/4/2020	WH Pacific Inc	AP		8,361.19

Check No	Check Date	Name	Comment	Module Clear Date	Amount
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Total Check Count:	45
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Total Check Amount:	143,013.38
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BR-Checks by Date (9/3/2020 - 3:24 PM)

Page 2

Bank Reconciliation

Checks by Date

User: Cheri
Printed: 09/03/2020 - 3:30PM
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	9/4/2020	Associated Petroleum Products Inc	AP	9/2/2020	5,520.26
0	9/4/2020	City of Everett- Everett Utilities	AP	9/2/2020	157,873.02
0	9/4/2020	Code Publishing Company	AP	9/2/2020	594.93
0	9/4/2020	Ferguson Enterprises Inc	AP	9/2/2020	5,343.13
0	9/4/2020	Golden Rule LLC	AP	9/2/2020	8,124.75
0	9/4/2020	ISOsource	AP	9/2/2020	27,165.63
0	9/4/2020	John Rongerude PS	AP	9/2/2020	300.00
0	9/4/2020	Lakeside Industries Inc	AP	9/2/2020	2,407.90
0	9/4/2020	Ricoh USA Inc	AP	9/2/2020	283.63
0	9/4/2020	Springbrook Finance Holdings, Inc	AP	9/2/2020	300.58

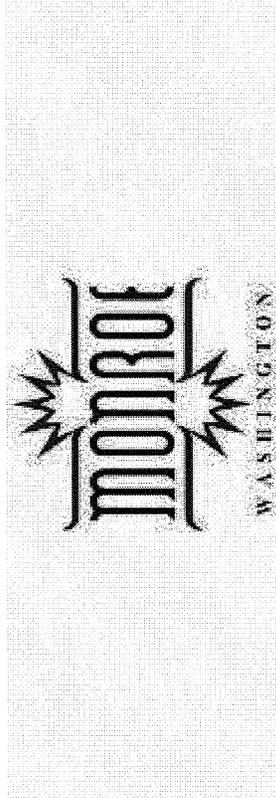
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Total Check Amount: 207,913.83

Bank Reconciliation

Disbursement Detail

User: Cheri
 Printed: 09/03/2020 - 3:33PM
 Date Range: 08/28/2020 - 09/08/2020
 Systems: 'Accounts Payable'



Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	09/04/2020	Code Publishing Company	Web update /Municipal Code	594.93
0	09/04/2020	Golden Rule LLC	Professional Services Sept. 2020 - Golden Rule Agreement #2849	8,124.75
0	09/04/2020	ISOsource		27,170.00
0	09/04/2020	John Rongerude PS	Public Defense Legal Fees 8/27/20 Rongerude	300.00
91487	08/28/2020	Bliss Yoga Studio	2020 Cares Act Grant - Bliss Yoga Studio	5,000.00
91488	08/28/2020	Boys and Girls Club	2020 Cares Act Grant - Boys and Girls Club	6,000.00
91489	08/28/2020	Cascade Beer Candi Company	2020 Cares Act Grant - Cascade Beer and Candi Company	1,000.00
91490	08/28/2020	El Tijeras Hair Salon	2020 Cares Act Grant - El Tijeras Hair Salon	2,720.00
91491	08/28/2020	Housing Hope	2020 Cares Act Grant - Housing Hope	5,000.00
91492	08/28/2020	Man Cave Barber Shop	2020 Cares Act Grant - Man Cave Barber Shop	2,800.00
91493	08/28/2020	Miracles and Memories	2020 Cares Act Grant - Miracles and Memories	8,000.00
91494	08/28/2020	Monroe Community Senior Center	2020 Cares Act Grant - Monroe Community Senior Center	5,000.00
91495	08/28/2020	Monroe Financial	2020 Cares Act Grant - Monroe Financial	1,000.00
91496	08/28/2020	Monroe Insurance	2020 Cares Act Grant - Monroe Insurance	1,000.00
91497	08/28/2020	Monroe Public Schools Foundation	2020 Cares Act Grant - Monroe Public Schools Foundation	5,000.00
91498	08/28/2020	Monroe/Sky Valley YMCA	2020 Cares Act Grant - Monroe/Sky Valley YMCA	6,000.00
91499	08/28/2020	Pacific Tree Management, LLC	2020 Cares Act Grant - Pacific Tree Management	2,125.00
91500	08/28/2020	S & S Bricks, Inc.	2020 Cares Act Grant - S & S Bricks	2,500.00
91501	08/28/2020	Saint Vincent de Paul	2020 Cares Act Grant - Saint Vincent de Paul	5,000.00
91502	08/28/2020	Shannon's Hair	2020 Cares Act Grant - Shannon's Hair	2,875.00
91503	08/28/2020	Stonewood Construction Services	2020 Cares Act Grant - Stonewood Construction Services	2,300.00
91504	08/28/2020	Take the Next Step	2020 Cares Act Grant - Take the Next Step	8,000.00
91506	08/28/2020	Frix Technologies, LLC	CD Drawing Scanning through 7-7-20	9,816.83
91512	09/01/2020	PACE Engineers Inc	Refund for REzone/Comp Plan - Pace Eng.	2,964.00
91514	09/04/2020	Jesse Acosta	Interpreting services 7/29/20 - Acosta	219.72
91515	09/04/2020	Advanced Tree Removal	to replace check #91356 - Tree maintenance 509 S Lewis Stret	3,825.50
91516	09/04/2020	AV Capture All Inc.	Legislative /Judicial App. software Subscription	4,577.48
91517	09/04/2020	Department of Corrections	Court Forms	209.16
91518	09/04/2020	Employment Security Department	Pam Baker	6,208.68
91519	09/04/2020	Maria Farmer	Interpreting services 7/14/20 - Farmer	400.00
91523	09/04/2020	Monroe Laundry, Co, Inc.	Laundry services for July 2020	383.19

Check#	Check Date	Payable To	Purpose	Amount
91524	09/04/2020	Jessica Ness	Judge's Salary - Jessica Ness	6,388.00
91530	09/04/2020	Neil Weiss	Pro Tem Judge Services - 8/26/20 Weiss	400.00
			Total for Fund:001 General Fund	142,902.24
Fund: 105 Streets				
91513	09/04/2020	AAA Monroe Rock Corp.	Sidewalk fill	44.32
			Total for Fund:105 Streets	44.32
Fund: 318 Streets CIP Fund				
91527	09/04/2020	Snohomish County Treasurer	Chain Lake Rd	1,687.36
91528	09/04/2020	Snohomish County Treasurer	Chain Lake Rd	76.06
91531	09/04/2020	WH Pacific Inc	Chain Lake Rd Phase 2a - WH Pacific	8,361.19
			Total for Fund:318 Streets CIP Fund	10,124.61
Fund: 411 Water Maintenance & Operations				
0	09/04/2020	Ferguson Enterprises Inc	Face Coverings	5,143.13
0	09/04/2020	Springbrook Finance Holdings, Inc	Springbrook Transactions	99.19
0	09/04/2020	City of Everett- Everett Utilities	water purchased for resale	157,873.02
91505	08/28/2020	Sherri Cory	Refund Check	74.79
91507	08/28/2020	Jordan & Carolann Schmidt	Refund Check	95.84
91508	08/28/2020	Richard R & Suzan A Smith	Refund Check	89.56
91509	08/28/2020	Summerset Woods Assoc Ltd	Refund Check	14.14
91511	08/28/2020	Ryan Wimber	Refund Check	23.38
91517	09/04/2020	Department of Corrections	Business Cards - Scott Barr	18.58
91520	09/04/2020	Benjamin & Karlee George	Refund Check	82.30
			Total for Fund:411 Water Maintenance & Operations	163,513.93
Fund: 421 Sewer Maintenance & Operations				
0	09/04/2020	Ferguson Enterprises Inc	Face Coverings	200.00
0	09/04/2020	Lakeside Industries Inc	Paving/Sewer	2,407.90
0	09/04/2020	Springbrook Finance Holdings, Inc	Springbrook Transactions	99.19
91505	08/28/2020	Sherri Cory	Refund Check	92.15
91507	08/28/2020	Jordan & Carolann Schmidt	Refund Check	22.11
91508	08/28/2020	Richard R & Suzan A Smith	Refund Check	82.94
91509	08/28/2020	Summerset Woods Assoc Ltd	Refund Check	52.22
91510	08/28/2020	Matt or Marti Weber	Refund Check	24.35
91511	08/28/2020	Ryan Wimber	Refund Check	86.31
91520	09/04/2020	Benjamin & Karlee George	Refund Check	35.74
91525	09/04/2020	Northwest Pump & Equipment Co.	UTS Lid	530.29
			Total for Fund:421 Sewer Maintenance & Operations	3,633.20

Check#	Check Date	Payable To	Purpose	Amount
Fund: 431 Stormwater Maint & Operations				
	0 09/04/2020	Springbrook Finance Holdings, Inc	Springbrook Transactions	102.20
	91505 08/28/2020	Sherri Cory	Refund Check	13.81
	91507 08/28/2020	Jordan & Carolann Schmidt	Refund Check	3.31
	91508 08/28/2020	Richard R & Suzan A Smith	Refund Check	12.43
	91509 08/28/2020	Summerset Woods Assoc Ltd	Refund Check	7.83
	91510 08/28/2020	Matt or Marti Weber	Refund Check	4.42
	91511 08/28/2020	Ryan Wimber	Refund Check	12.93
	91513 09/04/2020	AAA Monroe Rock Corp.	Storm Sweeping	657.28
	91520 09/04/2020	Benjamin & Karlee George	Refund Check	5.35
		Total for Fund:431 Stormwater Maint & Operations		819.56
Fund: 510 Information & Tech Services				
	0 09/04/2020	ISOutsource	Credit fo July recurring invoice	-4.37
	0 09/04/2020	Ricoh USA Inc	PD Ricoh copier lease MPC3502	283.63
	91512 09/01/2020	PACE Engineers Inc	Refund for REzone/Comp Plan - Pace Eng.	128.20
		Total for Fund:510 Information & Tech Services		407.46
Fund: 520 Equipment & Fleet Management				
	0 09/04/2020	Associated Petroleum Products Inc	PW vehicle fuel	5,520.26
	91521 09/04/2020	John Deere Construction Retail Sales	Hydro Rake GR03 ITC1200HJT120102	19,098.00
		Total for Fund:520 Equipment & Fleet Management		24,618.26
Fund: 530 Facilities Management				
	91526 09/04/2020	Platt Electric Supply	Lights	202.27
	91529 09/04/2020	Sprague Pest Solutions Inc	Pest control	161.36
		Total for Fund:530 Facilities Management		363.63
Fund: 631 Agency Fund				
	91522 09/04/2020	Midgard Construction	Release of Cash - Performance Bond Midgard Construction	4,500.00
		Total for Fund:631 Agency Fund		4,500.00
		Grand Total		350,927.21



MONROE CITY COUNCIL

Agenda Bill No. 20-138

SUBJECT:	<i>Authorize Mayor to Sign Agreement with Sonitrol Pacific for Installation and Monitoring of Municipal Campus Card Reader Access & Security Systems</i>
-----------------	---

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/08/2020	Public Works	Jakeh Roberts	Jakeh Roberts	Consent Agenda #4

- Discussion:** 08/13/2019
Attachments: 1. Sonitrol Addendum Proposal
 2. Sonitrol Agreement, Executed 8/2019

REQUESTED ACTION: Move to authorize the Mayor to Sign Addendum with Sonitrol Pacific for installation and monitoring of municipal campus card reader access & security systems in an amount not to exceed \$74,088; and expressly authorize a contingency amount up to twenty percent to address further minor revisions as deemed necessary or appropriate per Section 5 of the Procurement Policies & Procedures.

POLICY CONSIDERATIONS

The Revised Code of Washington Section 39.04.270 provides for certain software and services to be selected via a competitive negotiation process, rather than through traditional bidding methods. The City of Monroe Purchasing Policy states that projects with a cost of more than \$50,000 that utilize the competitive negotiation selection process shall be awarded by the City Council.

The policy question for the City Council is; should the City complete this capital replacement project and amend the existing security system monitoring agreement to include additional services until August of 2024?

DESCRIPTION/BACKGROUND

The security card reader door access system is obsolescent and needs to be replaced. Frequent system failures, limited parts availability, and the lack of qualified maintenance and programming support has led to extended periods of service outage, and created security and safety issues on multiple occasions over the past several years.

Vendor selection for this project was completed via a competitive negotiation process. City staff made contact with three commercial access control and security system vendors. Two of the vendors were deemed as qualified to provide ongoing monitoring management. Vendor proposals are summarized below:



MONROE CITY COUNCIL

Agenda Bill No. 20-138

Vendor Name	System Management Type	Maintenance & Repair Services	Equipment Ownership at Closure of Agreement	Year 1 Cost Includes Capital Construction	Total Cost for Duration of Agreement
Sonitrol Pacific	Active system management \$1,087 monthly fee	Replace failed equipment, unlimited service calls with 24 hour response time, preventative maintenance, and full technical support	City of Monroe	\$34,956	\$74,088
Cooke Security Group	Passive System management \$510 Monthly fee	Excludes replacing failed equipment, 1 annual service call with 24 hour response time, additional calls are billed by time and materials, and limited technical support	City of Monroe	\$58,965	\$85,510

FISCAL IMPACTS

The adopted 2020 Budget includes \$50,000 in the Capital Facilities Plan for completion of this project. The initial first year total cost of construction, start-up, training, and monitoring is \$34,956.

Costs of ongoing system monitoring and maintenance have been included in draft budget document for 2021.

TIME CONSTRAINTS

The selected vendor (Sonitrol Pacific) typically requires 4-6 weeks of lead time to acquire materials and schedule installation. This project is expected to be completed during the 2020 calendar year.

ALTERNATIVES

Do not authorize the proposed addendum and provide direction to the Mayor and city staff to areas of concern.



Addendum: 36078-7-0
 Date: July 27, 2020

Addendum

This Addendum to Client Agreement No. 31203-3 dated 8/13/2019 made this 27th day of July, 2020 by and between Sonitrol Pacific and Monroe Civic Campus located at 818 W Main St Monroe, WA, 98272 hereinafter referred to as "Client";

The Client Hereby requests and agrees to the following addendum:

City Hall

QTY	Description
6	Reprogram Card Reader
2	Move Card Reader
3	Sonitrol 18" Chassis
3	24v 40va Transformer with LED
6	Battery Back-Up
3	Sonitrol Quad 4 Access Module
3	Power Supply (w/ Locking Case)
1	Mullion Prox Reader
1	Lock & Exit Device Connection
1	Emergency Lockdown Button

Police Station

QTY	Description
7	Reprogram Card Reader
2	Sonitrol 18" Chassis
2	24v 40va Transformer with LED
4	Battery Back-Up
2	Sonitrol Quad 4 Access Module
2	Power Supply (w/ Locking Case)
1	Emergency Lockdown Button
1	Long Range RF Reader

Public Works

QTY	Description
7	Reprogram Card Reader
1	Connectors
1	Move Card Reader
1	FlexIP Board
3	Sonitrol 18" Chassis
7	Battery Back-Up
3	24v 40va Transformer with LED
1	Outdoor Siren
1	Cradlepoint Power Supply
1	4G Cell Back Up
1	WiFi Kit
1	Release Relay
3	Sonitrol Quad 4 Access Module
3	Power Supply (w/ Locking Case)
1	Mullion Prox Reader
1	Lock & Exit Device Connection
1	Emergency Lockdown Button

Public Works/Parks

QTY	Description
2	Reprogram Card Reader

Public Works/Parks

QTY	Description
1	Sonitrol 18" Chassis
2	24v 40va Transformer with LED
2	Battery Back-Up
1	Sonitrol Quad 4 Access Module
1	Power Supply (w/ Locking Case)
1	Lock & Exit Device Connection
1	Mullion Prox Reader
1	Emergency Lockdown Button

WWTP

QTY	Description
1	Reprogram Card Reader
1	FlexIP Board
2	Sonitrol 18" Chassis
3	Battery Back-Up
3	24v 40va Transformer with LED
1	Outdoor Siren
1	Cradlepoint Power Supply
1	4G Cell Back Up
1	Sonitrol Quad 4 Access Module
1	Power Supply (w/ Locking Case)
1	Mullion Prox Reader
1	Lock & Exit Device Connection

Investment Summary

Total System Investment: \$31,982.00
Monthly Investment: \$1,087.00

This proposal does not include sales tax, if applicable.
Client Owns all Equipment

All required permits will be billed separately

*Where proposal includes taking over previously installed card readers, it is assumed that existing lock work and card readers will test as functional; any necessary repair/replacement may be done at an additional charge.

CLIENT: Monroe Civic Campus

SONITROL PACIFIC:

Signature _____

Signature _____
Sonitrol Pacific Security Consultant

Printed Name _____

Date _____

Date _____

Signature _____
Sonitrol Pacific Division Manager

Date _____

This agreement shall not be binding upon Sonitrol Pacific unless approved in writing by a manager of Sonitrol Pacific. In the event of non-approval, the sole liability of Sonitrol Pacific shall be to refund to subscriber the amount that has been paid to Sonitrol Pacific by the client upon the signing of this addendum.

Sonitrol Pacific
 Federal Tax ID No. 91-1107170



Client Agreement No. 31203-3-0
Date: 07/08/2019

CLIENT NAME: Monroe Civic Campus PHONE:3607946300
INSTALL AT: 818 W Main St Monroe WA 98272
BILL TO: Monroe Civic Campus 818 W Main St Monroe WA 98272

DEALER agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the Security System Quotation dated July 08, 2019 which becomes part of this Agreement.

All equipment is the personal property of the Dealer Client This agreement applies to: (check appropriate categories)
TELEPHONE CO. CHARGES INCLUDED: Yes No
Burglar Alarm Signaling Service Sprinkler Supervisory Signaling Service
Hold-Up Alarm Signaling Service Access Control Service
Fire Alarm Signaling Service Other

SPECIAL INSTRUCTIONS Installation of one Sonitrol SonaVision System. Full service warranty on all parts and labor for normal maintenance as long as Sound Security, Inc. provides the equipment and provides monitoring service, unless otherwise noted.

The undersigned agrees to pay the DEALER, its agents or assigns the sums of:

Table with columns for INSTALLATION, MONITORING, and MONTHLY MANAGEMENT REPORT. Includes amounts like \$18,384, \$335, and \$10,111.20.

- 1. Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT...
2. In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year...
3. If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact DEALER...
4. DEALER shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident...
5. CLIENT acknowledges that any affirmation of fact or promise made by DEALER shall not be deemed to create an express warranty...

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE SONITROL INDEPENDENT FRANCHISED DEALER. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF DEALER SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is: WA - Department of Labor and Industries

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/ SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS FROM THE DATE INSTALLATION IS COMPLETED. IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT.

SONITROL INDEPENDENT FRANCHISED
DEALER Sound Security, Inc.
ADDRESS 1406 140th Place NE Suite 107
CITY Bellevue STATE WA
PHONE NO. (425) 641-8948 LIC. NO. SONITP*948D7

SUBJECT TO TERMS ON PAGE 2, INCLUDING PARAGRAPH 12.
Client SIGNATURE X [Signature]
TITLE Mayor pro tem
DATE 08/13/2019

SIGNATURE X [Signature] REG. NO.
APPROVED X [Signature] REG. NO.



MONROE CITY COUNCIL

Agenda Bill No. 20-139

SUBJECT:	<i>Authorize Mayor to Sign the Scope Change/Budget Augmentation with Kennedy Jenks for the Waste Water Treatment Plant (WWTP) CIP 1 Design</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/08/2020	Public Works	John Lande	John Lande	Consent Agenda #5

Discussion: 02/12/2019, 4/28/2020

- Attachments:**
1. Scope Change/Budget Augmentation Request
 2. Consultant Agreement
 3. Exhibit A, Scope of Work

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

POLICY CONSIDERATION

In accordance with Section 5.1 of the Procurement Policies & Procedures, change orders which would change the scope of the project and/or exceed the Council approve project budget and Council approved project contingency would require additional Council action.

DESCRIPTION:

The initial basis for scope and budget for the design was made using assumptions in the CIP 1 Engineering Report. Preliminary location for the chemical (NaOH and NaOCl) storage and metering locations were identified assuming minimal conflict and building modifications would be necessary. As the design team and staff reviewed these locations it was determined that the preliminary locations were unable to be utilized for this use, primarily because of temperature controlling conditions and the lack of system reliability. Additional conflicts with future footprint space/use and existing systems, made the preliminary locations challenging.

The design team and staff determined the current chemical storage area of the aeration basin Odor Control Building was the best suited area for the chemical location for safety, reliability, and footprint utilization. During the code review by Kennedy Jenks (KJ) licensed architects and chemical feed expert engineer it was identified that the existing Odor Control Building was not in compliance with fire and building codes at the time of original design/construction nor would they meet the existing codes for the hazardous space classification based on IBC requirements.

System reliability and safety are critical considerations for this type of systems. Utilizing the existing chemical storage area achieves this. Additionally, approving this amendment would allow the city to bring its current operation into IBC compliance.

FISCAL IMPACTS:

The 6 year Sewer CFP has a budget of \$200,000 for CIP 1 Design for the year 2020. Kennedy Jenks has a fee of \$199,886 to complete the design and specifications as required and initially approved by council on April 28, 2020. The proposed consultant agreement amendment is for an additional \$106,093. If approved, the total design agreement for CIP 1 will be \$305,979. There is adequate reserve balance in Fund 422 for this amendment and no budget amendment is necessary per Finance Director Hasart.

A revised project construction estimate was requested as a result of the proposed amendment. The revised estimate results in a zero change in the total project cost because construction costs for the proposed location are reduced.

TIME CONSTRAINTS:

To meet NPDES compliance, the complete design and specifications for this project are due for submittal on December 31, 2020. To meet this deadline a decision to accept or decline the amendment must be done.

BACKGROUND

The Monroe Wastewater Treatment Plant (WWTP) is required to comply with the conditions contained in the National Pollutant Discharge Elimination System (NPDES) permit issued by the Washington State Department of Ecology. The City’s wastewater NPDES Permit was renewed on 10/31/2019. The current permit contains new, more stringent final effluent pH requirements. The current treatment operation cannot consistently or reliably meet the new pH limits. Therefore, the Department of Ecology has given the City a timeline to complete a series of submittal items which ultimately lead to the construction of facilities to achieve compliance. The submittal items and timeline are as follows:

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

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

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

The modifications to be designed include:

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

ALTERNATIVES:

1. Accept the scope/budget amendment. Providing reliable system performance as well as bringing existing chemical storage into IBC compliance. This will increase design cost.
2. Declining the scope/budget augmentation will result in risk to system reliability while maintaining design costs. The current chemical storage area will continue to be non-compliant per IBC.

Scope Change/Budget Augmentation Request

This document is notification of the need for additional work that is outside the contractually agreed-upon project scope, due to unforeseen outside factors, client-requested changes or additions to scope. Effort on the additional work will not proceed until written acknowledgement/authorization is received from client.

Project Name: WWTP CIP1 Design	Date: 20 August 2020
Client: City of Monroe	Project No.: 2097002*00
<p>Description of Scope Change (refer to correspondence, minutes of meetings, etc.)</p> <p>To start the design process for CIP 1, the Kennedy Jenks design team conducted a site visit on 19 June 2020 to understand site conditions better. As part of the site visit, several new pieces of information became known that caused the design team and the City to reconsider the locations for the NaOH and NaOCl proposed in the pH and Filament Control Engineering Report. These items were:</p> <ol style="list-style-type: none"> 1. The proposed location of the NaOH system in the solids handling building was directly in front of a building louver and was currently occupied with polymer storage and a 1W water system. 2. The solids handling building can reach temperatures below freezing during the winter months that will cause the NaOH to freeze. 3. The proposed location of the NaOCl system was in the shop used for maintenance activities. <p>Based on this information, the design team reconsidered the proposed locations in the pH and Filament Control Engineering Report to address issues identified during the site visit and still provide reliable chemical feed systems.</p> <p>In discussions with the City regarding alternative locations, moving the NaOH and NaOCl systems to outdoor locations in standalone containers or buildings was not achievable due to freezing concerns and utilization of the space at the WWTP. Installing the new pH control chemical systems in the existing Odor Control Building to co-locate them with the existing systems appeared to be a viable solution. Installing them in the Odor Control Building would provide greater operational flexibility and reliability with being able to utilize common storage tanks, provide heated spaces to address freezing of chemicals and preserve existing spaces for maintenance, operations and future needs.</p> <p>The first task to confirm the viability of using the Odor Control Building for the new NaOH and NaOCl systems was to conduct a code review. In late June of 2020, Kennedy Jenks' licensed architect and chemical feed expert professional engineer reviewed the record drawings for the Odor Control Building (EarthTech; 2001) to assess compliance with building and fire codes with the intent to install larger chemical storage tanks in the building for the additional NaOH and NaOCl feed systems as part of the original scope. The code review identified that the Odor Control Building was not in compliance with fire and building codes at the time of original design/construction nor would they meet the existing codes for the hazardous space classification based on NFPA 820 requirements.</p> <p>After identification of this issue with the City and discussions of solutions during the preliminary design workshop on 7/23/2020, the City and design team determined that locating the additional storage of NaOH and NaOCl in the existing Odor Control Building would provide the greatest level of reliability and safety. This alternative would construct a new chemical storage room in the Odor Control Building to house the storage tanks with the chemical feed pumps being located in the building but outside of this room. This alternative appears feasible from the preliminary review and is recommended to address this life/safety concern and to provide reliable NaOH and NaOCl systems.</p>	

As the original scope assumed that only minor building modifications would be needed, additional scope and budget is needed to design the new chemical storage room and upgrade the existing Odor Control Building to be compliant with fire and building codes as they pertain to the storage of NaOH and NaOCl and around the Odor Control Blower. The scope includes further code review to identify code requirements which are anticipated to include design of the separation wall, access to the new chemical storage room, HVAC upgrades, fire sprinklers and required containment (chemical and sprinkler water). If during the further code review, additional elements are identified, the City will be notified immediately.

Additional scope includes:

Task 1 – Develop Plans and Specifications

- Additional code review to identify requirements for building modifications.
- Prepare preliminary, detailed and final drawings and specifications for building mechanical, architectural, and structural elements identified above. Additional electrical design is required to accommodate building mechanical elements such as HVAC equipment.
- Preparation of building permit submittals to the jurisdiction having authority (JHA).

Task 2 – Project Meetings

- Additional site walk with four (4) consultants present to review existing conditions of the Odor Control Building.
- Additional attendance of two (2) consultants to the detailed design workshop.
- One (1) meeting with the JHA with three (3) consultants attending.

Letter describing scope change included as an attachment.

Assumption(s)

- Does not include expansion of the footprint of the existing Odor Control Building.
- Only minor modifications to the North wall of the Odor Control Building are needed.
- The approach for fire sprinkler design will be to include a performance specification to allow the contractor to design and install a code compliant system.
- Upgrades to plant water supply not included– existing supply deemed sufficient for supplying fire flows for the new sprinkler system.
- New ventilation and heating system will be provided in chemical storage room to meet building and fire code requirements for hazardous occupancies.
- Existing Odor Control Building ventilation and heating system will be upgraded to meet NFPA 820 requirements for Unclassified space designation – requires continuous ventilation and monitoring/alarming within space and at a constantly attended location
- Tepid water will be provided to existing and new emergency eyewash/showers via a new electric tank-type water heater
- Design includes up to sixteen (16) additional sheets.
- JHA is assumed to be the City of Monroe.
- Site walk will be two (1) hour in duration and three (3) hours of preparation, travel and follow-up for each consultant. Other meetings will be held virtually for one (1) hour with one (1) hour of preparation and follow-up for each consultant.

Budget Augmentation Request

The additional budget requested is as follows:

Task 1 – Develop Plans and Specifications - \$99,943 Task 2 – Project Meetings - \$6,150 <input type="checkbox"/> Detailed fee estimate included as an attachment.	
Estimated Effect on Deliverable Schedule (if any) - Pending timely approval of the budget augmentation request, the design team anticipates delivery the plans and specifications as originally scheduled to ensure submission to Ecology before the 31 December 2020 deadline.	
Effect on Contract/Authorized Budget <input type="checkbox"/> Sufficient budget to cover the scope change request may be available in the current project budget and work can proceed. A formal request for additional budget will be issued later if required. <input checked="" type="checkbox"/> Insufficient budget available in the current contract budget to cover the scope change request. Authorization is required prior to proceeding with the additional work.	
Originated by: Robyn Wilmouth, Design Manager	Date: 20 August 2020
Approved by (KJ Project Manager): Chris Stoll	Date: 20 August 2020
Client Acknowledgement/Authorization <input type="checkbox"/> Scope Change/Budget Augmentation Request is authorized. A contract amendment to cover additional work will be promptly executed. Proceed with the additional work. <input type="checkbox"/> Scope Change/Budget Augmentation Request is authorized. A contract amendment to cover additional work will be executed later if required to cover additional cost. <input type="checkbox"/> Scope Change/ Budget Augmentation Request is approved but do not proceed with additional work until a contract amendment is authorized. <input type="checkbox"/> Scope Change request is not authorized. Do not proceed. <input type="checkbox"/> Scope Change request is considered to be part of original scope. Follow-up discussion is required.	
Authorized by (Client Project Manager):	Date:
Print Name: John Lande	

Distribution:

John Lande - City of Monroe
Chris Stoll – Kennedy Jenks
Robyn Wilmouth – Kennedy Jenks
Ron Walz – Kennedy Jenks



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

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

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

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT: KENNEDY JENKS

CITY OF MONROE:


By: Ronald Watz

Geoffrey Thomas, City Mayor

Title: Principal

ATTEST/AUTHENTICATED:

Rabecca R. Hasart, Interim City Clerk

EXHIBIT A

SCOPE OF WORK

The City of Monroe, Washington (City) owns, operates, and maintains a municipal wastewater treatment plant (WWTP) and wastewater collection system. The WWTP is a secondary wastewater treatment plant implementing a Modified Ludzack-Ettinger process with UV disinfection, aerobic digestion, belt press dewatering, and utilizing contract hauling and application of the City's biosolids to a Beneficial Use Facility. The WWTP has a design capacity of 2.84 MGD Maximum Month Design Flow (MMDF). The original primary treatment plant was built in the early 1950's with the modification to secondary treatment in 1976. Major facility upgrades occurred in three phases: mid-1990s (Phase 1), early 2000s (Phase II), and early 2010s (Phase III). Additional facility improvements have been made over the years including, digester blower replacement, aeration basin blower replacement, aeration basin diffuser upgrades, odor control scrubber modifications, WAS thickening and secondary clarifier modifications under the Energy Conservation Projects through the Washington State Department of Enterprise Services program.

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

Table 1: pH-Specific NPDES Permit Compliance Schedule

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

Proposed improvements as detailed in the pH and Filament Control Engineering Report include:

- Upgraded Magnesium Hydroxide Feed System: Replace the existing magnesium hydroxide feed system with a system that provides greater reliability and improved operation and control of pH buffering within the biological system.
- Secondary Effluent Sodium Hydroxide Feed System: Add a system to feed sodium hydroxide into the secondary effluent as a pH control back-up.
- Baffling of Aeration Basins: Add baffles in the existing aeration basins to allow tapered aeration for a reduction of dissolved oxygen in the mixed liquor recycle to improve denitrification and associated alkalinity recovery and yield energy savings.
- Permanent Return Activated Sludge Chlorination: Add a chlorination system to the return activated sludge (RAS) system for improved filament control and sludge settleability.

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

- Mixed Liquor Return Optimization (modified): Instead of installing a flow meter, the existing pump speed will be controlled to pace with flow using a user defined pump curve or will modulate pump speed directly based upon the signals from a new nitrate probe, which will improve denitrification and biological alkalinity recovery with either mode.
- Surface Wasting (omitted): The improvements for surface wasting will be deferred to a future project.

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

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

Task 1 – Develop Plans and Specifications

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

CONSULTANT Services:

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

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

City Responsibilities:

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

Assumptions:

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

Deliverables:

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

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

Task 2 – Project Meetings

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

CONSULTANT Services:

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

City Responsibilities:

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

Assumptions:

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

Deliverables:

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

Task 3 – Project Management and Quality Assurance and Quality Control

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

CONSULTANT Services:

- Develop Project Plan and Project Setup
- Prepare Subcontractor Agreements
- Health and Safety Plan Development
- Team Oversight

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

City Responsibilities:

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

Assumptions:

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

Deliverables:

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

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

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

EXHIBIT B

COMPLETION SCHEDULE

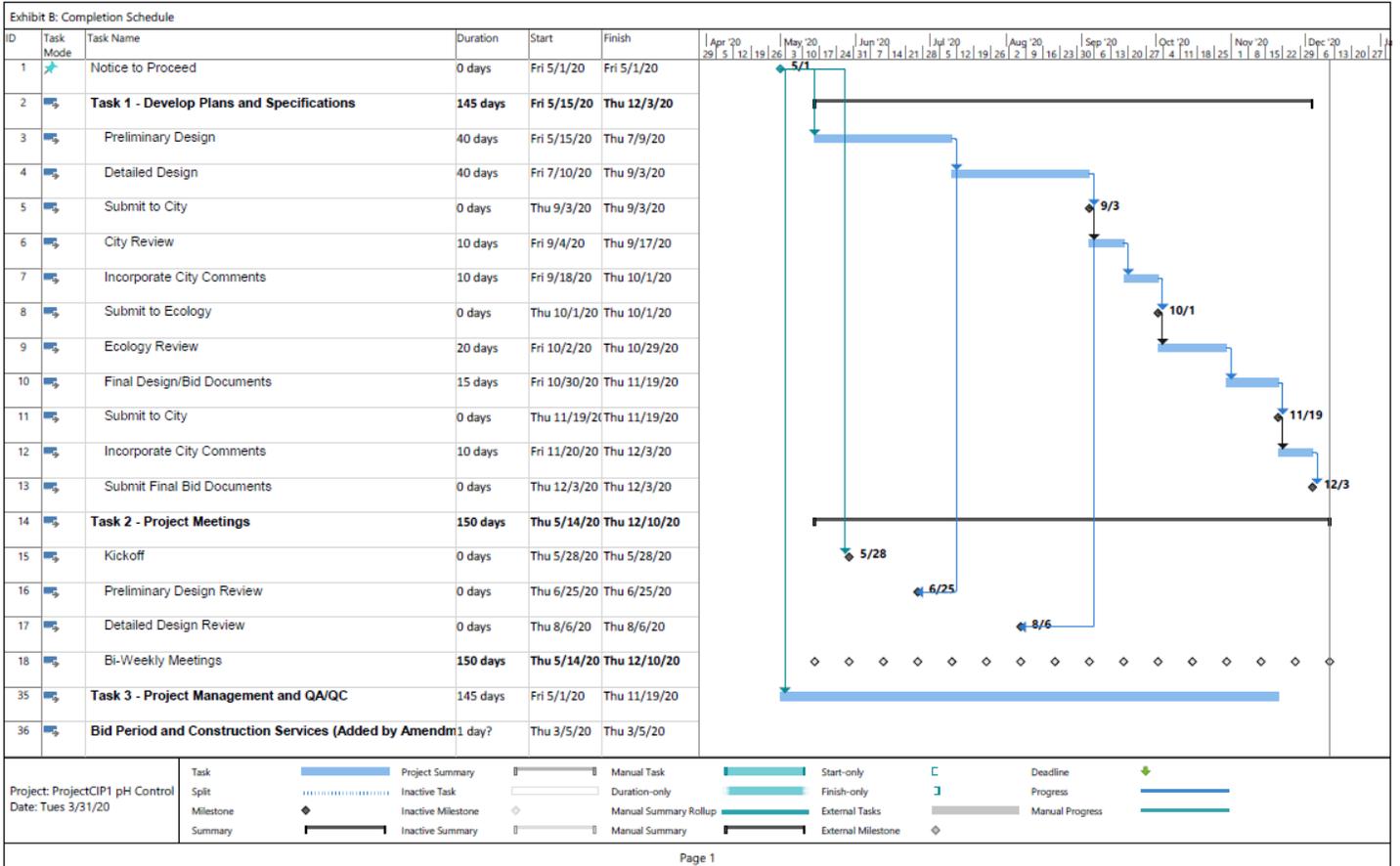


EXHIBIT C

FEE SCHEDULE

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

Compensation will follow the Schedule of Charges below:

PERSONNEL COMPENSATION

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

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

Direct Expenses

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

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

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

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

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

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

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

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

EXHIBIT D

SUBCONSULTANT LIST

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

EXHIBIT E

MONROE CODE OF ETHICS

Chapter 2.52 CODE OF ETHICS

Sections:

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

2.52.010 Purpose – Construction.

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

2.52.020 *Repealed.*

2.52.030 Award of contracts prohibited.

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

2.52.040 *Repealed.*

2.52.050 *Repealed.*

2.52.060 *Repealed.*

EXHIBIT F

TITLE VI

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

- 1. Compliance With Regulations** – The consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination** – The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- 4. Information and Reports** – The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance** – In the event of the consultant’s noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the consultant under the contract until the consultant complies, and/or;
 - Cancellation, termination, or suspension of the contract, in whole or in part
- 6. Incorporation of Provisions** – The consultant shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the consultant may request the USDOT enter into such litigation to protect the interests of the United States.

EXHIBIT A: SCOPE OF WORK

Project Title: CIP 1 – pH AND FILAMENT CONTROL**Background:**

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

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

Proposed improvements as detailed in the pH and Filament Control Engineering Report include:

- Upgraded Magnesium Hydroxide Feed System: Replace the existing magnesium hydroxide feed system with a system that provides greater reliability and improved operation and control of pH buffering within the biological system.
- Secondary Effluent Sodium Hydroxide Feed System: Add a system to feed sodium hydroxide into the secondary effluent as a pH control back-up.
- Baffling of Aeration Basins: Add baffles in the existing aeration basins to allow tapered aeration for a reduction of dissolved oxygen in the mixed liquor recycle to improve denitrification and associated alkalinity recovery and yield energy savings.
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- Task 1 – Develop Plans and Specifications
- Task 2 – Project Meetings
- Task 3 – Project Management and Quality Assurance/Quality Control

Task 1 – Develop Plans and Specifications

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

CONSULTANT Services:

- Preliminary Design
 - Prepare preliminary design calculations for the appropriate design disciplines and improvement elements including hydraulics, civil, structural, mechanical, and electrical. Also prepare instrumentation control strategies.
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- The City may be asked to perform minor potholing within the plant site to identify the location of underground facilities in locations where tight construction space is a concern.
- Participate in discussion(s) with CONSULTANT as design progresses.
- Inform CONSULTANT if any goals change during the project in ways that could impact the scope, deliverables, schedule, and/or budget.

Assumptions:

- ~~The project will be designed as a Design-Bid-Build project.~~
- No field work such as survey or geotechnical investigations are required.
- Kennedy Jenks standard drawing and specifications templates will be used including the front-end (boiler plate) specifications.
- City staff will provide requested information to the extent that the information is available and accessible. Consultant analyses will be limited to the information available.
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panels and simplify signal and communications conduit and wiring. The Consultant will select control associated hardware in compliance with the City's standards.

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Deliverables:

- Preliminary design documents (work in progress) for workshop.
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CONSULTANT will prepare agendas, document meeting notes, maintain a design decision log, and attend the following planned meetings during the project design phase.

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- Project status meetings to occur every other week.

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- Provide meeting space when needed.
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- Participate in site walk and site reviews, as necessary.

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- A design decision log will be maintained to track major design decisions that emerge from meetings/calls.

Deliverables:

- Meeting agendas and notes in electronic PDF format.

- Design decision log.

Task 3 – Project Management and Quality Assurance and Quality Control

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

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- Develop Project Plan and Project Setup
- Prepare Subcontractor Agreements
- Health and Safety Plan Development
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- Schedule Confirmation and Schedule Tracking
- Change Management
 - Project Manager will monitor project and use tools such as resource allocation, budget reallocation, and schedule reconfiguration to manage the overall delivery of the project within the timelines and budgets. PM will contact the City to discuss any changes that impact deliverables and deadlines.
- Project status phone calls will be held with the City's project manager.
- QA/QC
 - Quality Plan development – at beginning of project
 - Internal 'concept and criteria review' meeting to provide direction to team
 - Quality reviews of each major deliverable prior to submittal to City

City Responsibilities:

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

Assumptions:

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

Deliverables:

- Project schedule (electronic copy to the City)

- Invoices and status letters

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

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



MONROE CITY COUNCIL

Agenda Bill No. 20-140

SUBJECT:	Ordinance No.012/2020, An Ordinance of the City of Monroe adopting a Utility Service Suspension – Extended Vacancies policy; First Reading
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/08/2020	Finance	Becky Hasart	Becky Hasart	New Business #1

Discussion: 09/08/2020
First Reading: 09/08/2020
Attachments: 1. Ordinance No 012/2020

REQUESTED ACTION: Move to accept as first reading Ordinance No 012/2020, an Ordinance providing vacancy credit for long-term military deployment – providing for severability, and establishing an effective date.

POLICY CONSIDERATIONS

Any City that has an established utility must set an appropriate rate to recover costs (RCW 35.92 and 35A.80). The City operates three utilities: water, sewer, and stormwater. Part of rate setting is development of policy for when rates may be suspended.

DESCRIPTION/BACKGROUND

The City has recently received a request from a property owner who is currently deployed overseas for military reserve duty. His deployment will be for over one year. While he is deployed, his property will remain vacant until his return. The property owner has requested a utility services suspension during the course of his absence.

Currently, the Monroe Municipal Code only provides vacation/vacancy credit for no more than 90 days.

Attached is a proposed ordinance that would amend the Monroe Municipal Code to allow for up to one year of vacancy credit for water and sewer accounts. The vacancy would have to be related to military duty.

This is similar to the already provided for vacation/vacancy credit but allows for a longer time period.

Any consumption on the account during monthly meter readings will immediately reinstate the account and prior vacancy suspensions would be back billed.

The only substantive changes to the Monroe Municipal proposed are the addition of the vacancy credit for military duty. Other text in **bold underline** is due to formatting changes rather than content.

FISCAL IMPACTS

A minimum monthly water bill in 2020 is \$24.95. Sewer is \$92.15. For a one year period, the suspended utility bill would total \$1,405.20.

The monthly stormwater bill for 2020 is \$13.81 and would still need to be paid.

TIME CONSTRAINTS

None. However, if adopted, we can offer a longer than 90 days to the current service member that made this request.

ALTERNATIVES

1. Accept for first reading Ordinance No 012/2020, as presented; direct staff to bring back for final reading on September 22, 2020.
2. Do not accept for first reading; direct staff to areas of concern for future consideration.
3. Do not accept for first reading and continue business as is.

**CITY OF MONROE
ORDINANCE NO. 012/2020**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, AMENDING CHAPTER 13.04 WATER REGULATIONS, RATES AND CHARGES AND CHAPTER 13.08 MMC SEWER SYSTEM REGULATIONS; PROVIDING FOR VACANCY CREDITS FOR UTILITY CUSTOMERS ON MILITARY DEPLOYMENT; PROVIDING FOR SEVERABILITY; AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, the City of Monroe owns and operates a water utility and a sanitary sewer utility, and has adopted and codified regulations governing said utilities at Chapter 13.04 MMC and 13.08 MMC, respectively; and

WHEREAS, the City Council desires to amend said regulations by providing vacancy credits for utility customers who are on long-term military deployments;

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

Section 1. Amendment to MMC 13.04.155. Section 13.04.155 of the Monroe Municipal Code is hereby amended as follows:

13.04.155 Vacation/vacancy credit.

A. Water utility accounts may be eligible for one of the following vacation/vacancy credits:

- 1. Single-family dwelling accounts shall be eligible for vacation/vacancy credits for any absence of thirty days or more with a maximum of ninety days in any concurrent twelve-month period.**
- 2. Low-income senior citizen accounts satisfying the criteria set forth in MMC 13.04.322(~~(, and city of Monroe irrigation accounts,)~~) shall be eligible for vacancy credits for any absence or nonuse of thirty days or more with a maximum of one hundred eighty days in any concurrent twelve-month period.**
- 3. City of Monroe irrigation accounts shall be eligible for vacancy credits for any absence or nonuse of thirty days or more with a maximum of one hundred eighty days in any concurrent twelve-month period.**
- 4. Single-family dwelling accounts shall be eligible for vacancy credits for any absence of thirty days or more, up to a maximum of 365 days, when such absence is due to the customer's deployment for active military duty, military reserve duty, and/or National Guard duty. A copy of the relevant deployment order must be provided to the finance director.**

B. Utility accounts must be current, no vacancy credits shall be granted for an account that is delinquent. Credits shall be computed on a percentage of days used. The city will provide a vacancy credit application in the event the city operates the utility and the contractor will provide a vacancy credit application in the event a contractor operates the utility. Vacancy credit applications must be filed forty-eight hours in advance. Persons filing vacancy credit applications found to be false shall, in addition to any other penalties, be ineligible to receive future vacancy credits. Failure to apply for continuation of services within seven days of the renewed occupancy of the premises shall result in charges being imposed for water services without regard for any period of vacancy.

Section 2. Amendment to MMC 13.08.475. Section 13.08.475 of the Monroe Municipal Code is hereby amended as follows:

13.08.475 Vacation/vacancy credit.

A. Sewer utility accounts may be eligible for one of the following vacation/vacancy credits:

- 1.** Single-family dwelling accounts shall be eligible for vacation/vacancy credits for any absence of thirty days or more with a maximum of ninety days in any concurrent twelve-month period.
- 2.** Low-income senior citizen accounts satisfying the criteria set forth in MMC 13.08.430(~~(, and city of Monroe irrigation accounts,))~~) shall be eligible for vacancy credits for any absence or nonuse of thirty days or more with a maximum of one hundred eighty days in any concurrent twelve-month period.
- 3. City of Monroe irrigation accounts shall be eligible for vacancy credits for any absence or nonuse of thirty days or more with a maximum of one hundred eighty days in any concurrent twelve-month period.**
- 4. Single-family dwelling accounts shall be eligible for vacancy credits for any absence of thirty days or more, up to a maximum of 365 days when such absence is due to the customer's deployment for active military duty, military reserve duty, and/or National Guard duty. A copy of the relevant deployment order must be provided to the finance director.**

B. Utility accounts must be current, no vacancy credits shall be granted for an account that is delinquent. Credits shall be computed on a percentage of days used. The city will provide a vacancy credit application in the event the city operates the utility and the contractor will provide a vacancy credit application in the event a contractor operates the utility. Vacancy credit applications must be filed forty-eight hours in advance. Persons filing vacancy credit applications found to be false shall, in addition to any other penalties, be ineligible to receive future vacancy credits. Failure to apply for continuation of services within seven days of the renewed occupancy of the premises shall result in charges being imposed for sanitary sewer services without regard for any period of vacancy.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this _____ day of _____, 2020.

First Reading: September 8, 2020
Adoption:
Published:
Effective:

CITY OF MONROE, WASHINGTON:

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

Rabecca R. Hasart, Interim City Clerk

J. Zachary Lell, City Attorney



MONROE CITY COUNCIL

Agenda Bill No. 20-141

SUBJECT:	Confirmation of Salary Commission Appointment
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
9/8/2020	Executive	Deborah Knight Ben Warthan	Deborah Knight	New Business #2

Discussion: 9/8/20

Attachments: Bryan Lipsy – Salary Commission Application

REQUESTED ACTION: Move to confirm the Mayor’s appointment of Bryan Lipsy to the Salary Commission.

POLICY CONSIDERATIONS

The City Council has the responsibility under Monroe Municipal Code 4.10.030 and Resolution No. 007/2020 to confirm the Mayor’s appointments to the Salary Commission.

DESCRIPTION/BACKGROUND

The Salary Commission of the City of Monroe was established pursuant to the City of Monroe Ordinance No. 001/2015. The Salary Commission currently has two members, and 3 unfilled positions. There is a mandatory of three members to establish a quorum.

FISCAL IMPACTS

None at this time.

TIME CONSTRAINTS

Confirmation of this appointment ensures a quorum of the Salary Commission for the City of Monroe.

Delaying action will leave the Salary Commission without a quorum.

ALTERNATIVES

Choose not to confirm the appointment, and provide direction to the Mayor and Staff to collect additional applications.



CITY OF MONROE

BOARDS AND COMMISSIONS APPLICATION – PAGE 1

NAME: Bryan Lipsy E-MAIL ADDRESS: [REDACTED]
HOME ADDRESS: [REDACTED] Monroe, WA 98272
HOME PHONE: [REDACTED] BUSINESS PHONE: _____ CELL PHONE: [REDACTED]
DO YOU RESIDE WITHIN MONROE CITY LIMITS?¹ YES: Yes NO: _____

BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING: Salary Commission
ARE YOU INTERESTED IN SERVING ON ANOTHER BOARD/COMMISSION IF NOT CHOSEN FOR THE ABOVE? No IF YES, 2ND CHOICE: _____ 3RD CHOICE: _____
PLEASE LIST ANY PREVIOUS CITY APPOINTMENTS/OFFICES: CHSAB

WHY ARE YOU INTERESTED IN SERVING IN THIS POSITION? To help out where I can

WHAT COMMUNITY ACTIVITIES OR OTHER EXPERIENCE DO YOU BRING TO THIS POSITION, INCLUDING LEADERSHIP ROLES? None

DO YOU HAVE ANY SPECIAL SKILLS OR EXPERTISE APPLICABLE TO THIS POSITION? No

ANY ADDITIONAL COMMENTS/INFORMATION YOU WISH TO PROVIDE FOR CONSIDERATION? _____
Just volunteering to help out where I can

¹ NOTE: Service on City of Monroe Board and Commissions requires applicants to reside within Monroe City Limits; please see individual Board/Commission code sections for additional residency requirements; [MIMC Chapter 2](#).

Submit completed application to: Deputy City Clerk, City of Monroe, 806 West Main Street, Monroe, WA 98272; [360-794-4007](tel:3607944007) (fax); please contact the Deputy City Clerk for more information **425-967-1272**



CITY OF MONROE

BOARDS AND COMMISSIONS APPLICATION – PAGE 2

ARE YOU AWARE OF THE MEETING SCHEDULE FOR THIS BOARD/COMMISSION? 1-2 / year
AND ARE YOU AVAILABLE TO ATTEND REGULARLY SCHEDULED MEETINGS? Yes

SIGNATURE: Brian Syms

DATE: 8/10/2020

Submit completed application to: Deputy City Clerk, City of Monroe, 806 West Main Street, Monroe, WA 98272;
gnfister@monroewa.gov; 360-794-4007 (fax); please contact the Deputy City Clerk for more information
425-967-1272



Mission

Protect and enhance the natural beauty of Monroe through the development of a vibrant system of parks, open space and trails. Provide citizens of all age's positive recreational opportunities in clean, safe and accessible recreation facilities. Enhance health, quality living and the natural environment for future generations.

Department Update

Snohomish County Remains in Phase 2

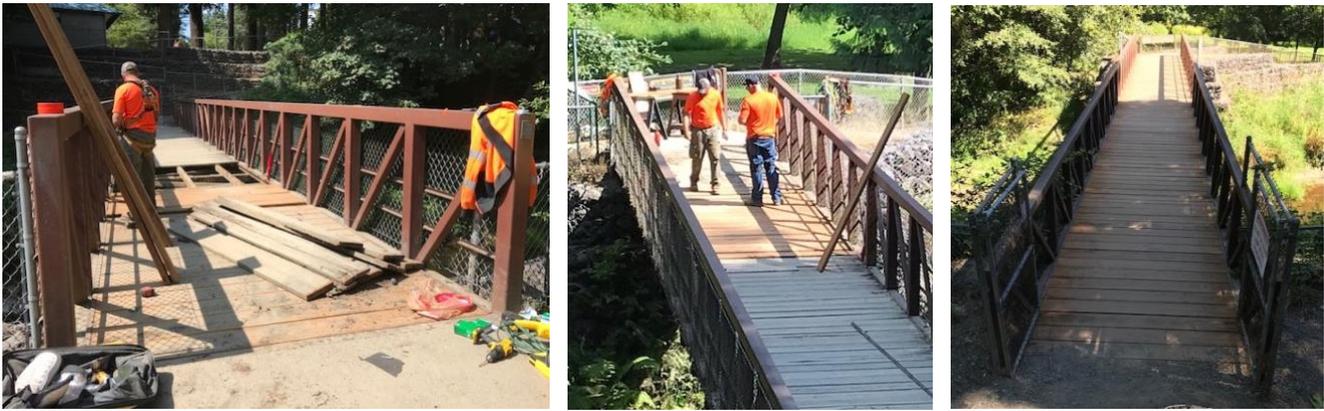
On June 28, 2020 Governor Jay Inslee extended the pause indefinitely on counties moving ahead in the Safe Start Washington plan resulting in Snohomish County staying in Phase 2. Phase 2 allows for park facilities to be open. These include: Wiggly Field Dog Park, Board and Blade Skate Park, tennis courts, basketball courts, restrooms, playgrounds, covered shelters (up to gathering limit), and sports fields for limited practices in compliance with the Governor's guidelines for sporting activities.

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

Operations

Parks and Recreation Department team members have been busy in August with recreation use of our park's facilities and athletic fields, as well as scheduled maintenance, cleaning and repair work on facilities, equipment and landscaped areas. Replacing fixtures and furnishings are routine and on-going Parks tasks.

As an additional project in August, the Parks Department team replaced the deck boards of the pedestrian bridge, linking Lewis St. Park and Al Borlin Park. The bridge was constructed in 1989 and this is only the second time the decking has had to be replaced.

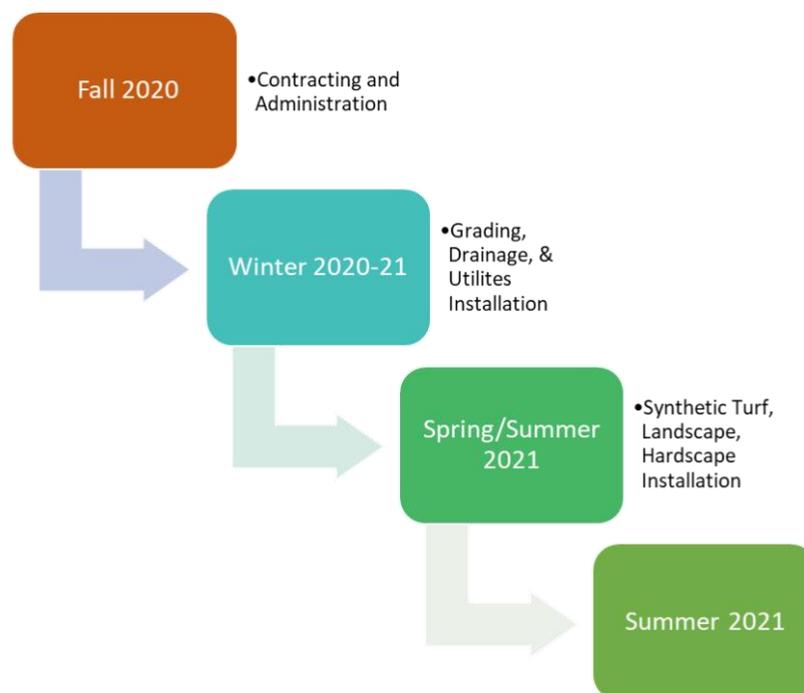


Left: Parks Lead Mike Thomas working on the bridge. Middle: Parks Lead Mike Thomas and team member Tyler Reeves work on the bridge. Right: The finished bridge.

Lake Tye Lighted Synthetic Fields Project Update

With City Council's approval of the 2020 Budget Amendment, park staff is set to proceed with this high-priority project. It will improve the capacity, diversity of use and accessibility of two fields at our signature community park. Changing the fields' surface and adding lights will extend play for more games and practice hours in all types of weather and new seasons throughout the year. Historically, the fields are unusable October through March, and parts of April, May and September due to worn turf degradation, shortened daylight hours during winter, clay infield saturation and poor field drainage from seasonal rain events and the aged drainage system. The project will begin on-site late fall 2020 and is targeted to be completed by the end of summer 2021. The project is funded in part with \$1,300,000 in awarded state and county grants. Please visit the City webpage [here](#) for more information and updates about this project.

Lake Tye Lighted Synthetic Fields Construction Schedule:



North Hill Area Park Land Acquisition

After years of searching for prime North Hill parkland, City Council authorized the Mayor to sign a Purchase and Sale Agreement and Right of First Refusal to acquire park land in Monroe’s North Hill area. The future park will serve the City’s most rapidly growing area, North Hill, currently suffering from park land deficit and has been a park land acquisition priority for over 16 years. After acquisition, the property will be undeveloped public park site, with short-term limited public access (pedestrian) and recreation opportunities such as soft surface walking trails, open play areas, view benches, and off-leash area. Please visit the City webpage [here](#) for more information and updates about this project.



Left: A drone shot of the North Hill Property. Right: The property and overlooking view.

Rotary Field Enhancements Update

Staff are continuing to move forward on needed enhancements for the Rotary Field athletic facility to install outfield safety netting to protect adjacent property and electronic ADA door assists for the restroom building. We are grateful for the **Monroe Rotary Club’s** generous cash **donation** to the city of **\$5,000** toward the cost of the ADA door assist project.



Rotary Field Netting Installation Project – A contract has been executed with All City Fence Company for \$25,567.46 to purchase and install 200 lineal feet of 20-foot high netting to protect adjacent property parking lot from potential damage to cars from errant balls.

Electronic ADA Door-Assist Upgrade to Rotary Field Restrooms – Staff are finalizing a contract for services to install electronic ADA door-assists for the restroom doors. This improvement project is budgeted at \$14,000. Staff expect to finalize the contract and commence work during September.

Parks Recreation and Open Space Plan (PROS)

Staff and consultant team are underway with phase one of the City’s PROS Plan update project! During this initial, ‘Inventory’ phase, the team will review existing park system including an analysis of parks, facilities, trails, programs, arts, events, and tourism-related activities. This initial work will help identify opportunities and constraints of the park and recreation system. The planning process has four phases: Inventory, Assessment, Strategies, and Action Plan and is expected to be completed December 2021. When complete, the PROS Plan will identify ways parks, facilities, trails, and programs can enhance community livability, meet the needs of new growth, protect natural resources and maximize benefits for the City’s residents. Please visit the City webpage [here](#) for more information and updates about this project.

City Parks Unmarked Trails Inspections

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

Locations: Al Borlin Park

DATE	TOTAL LABOR HOURS	# BAGS OF LITTER COLLECTED	NOTES
8/4	11	2	3 camps found at Al Borlin Park. Police contacted. 2 Camps removed by Police.
8/11	8	0	
8/18	4	7	
8/26	8.5	0	
Avg.	7.875	2.25	
			See attached Parks Homeless Response Data 2017- 2020

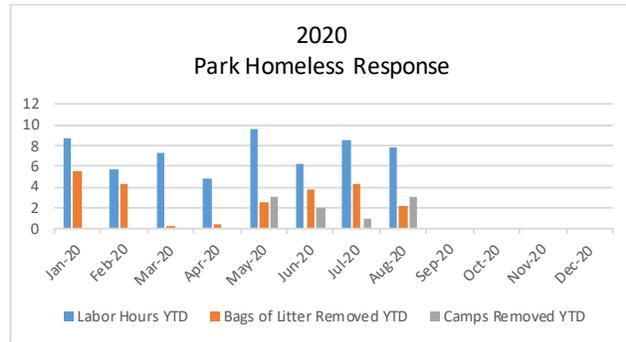
Volunteer Opportunities

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

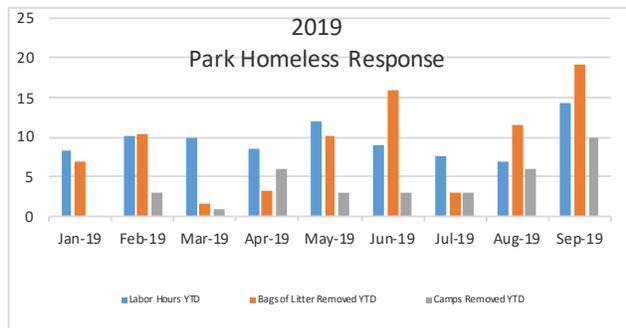
Visit the City website www.monroewa.gov for information on upcoming programsss and events.

2017-2020
Park Homelessness Response

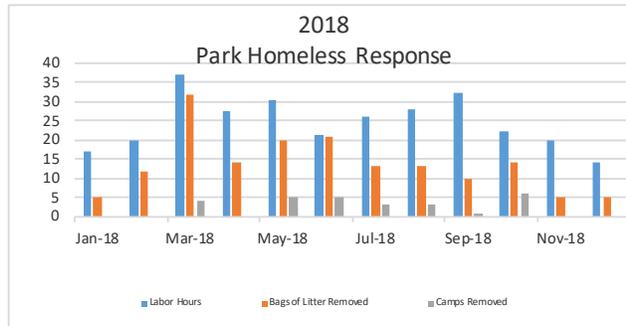
	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-20	8.75	5.5	0
Feb-20	5.67	4.33	0
Mar-20	7.25	0.25	0
Apr-20	4.9	0.4	0
May-20	9.625	2.5	3
Jun-20	6.25	3.75	2
Jul-20	8.5	4.25	1
Aug-20	7.875	2.25	3
Sep-20			
Oct-20			
Nov-20			
Dec-20			
Total 2020	58.82	23.23	9



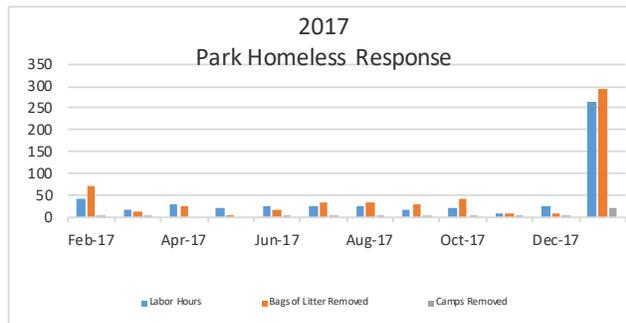
	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-19	8.3	7	
Feb-19	10.2	10.3	3
Mar-19	10	1.5	1
Apr-19	8.5	3.25	6
May-19	11.9	10.25	3
Jun-19	9	16	3
Jul-19	7.5	3	3
Aug-19	6.9	11.5	6
Sep-19	14.25	19.25	10
Oct-19	7.3	19.4	6
Nov-19	7.5	0.875	4
Dec-19	7.3	1.2	3
Total 2019	108.65	103.525	48



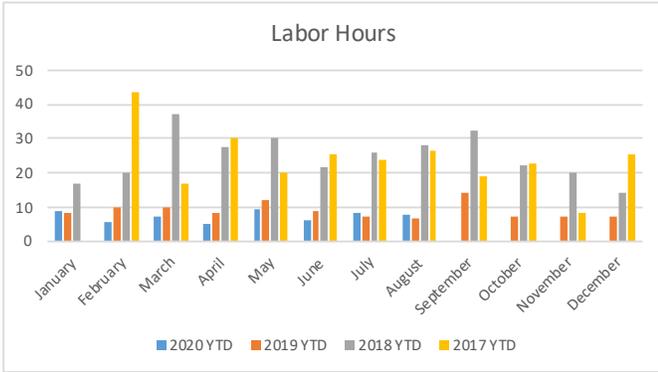
	Labor Hours	Bags of Litter Removed	Camps Removed
Jan-18	17	5	0
Feb-18	20	12	0
Mar-18	37	32	4
Apr-18	27.5	14	0
May-18	30.5	20	5
Jun-18	21.5	21	5
Jul-18	26	13	3
Aug-18	28	13	3
Sep-18	32.5	10	1
Oct-18	22.5	14	6
Nov-18	20	5	0
Dec-18	14	5	0
Total 2018	296.5	164	27



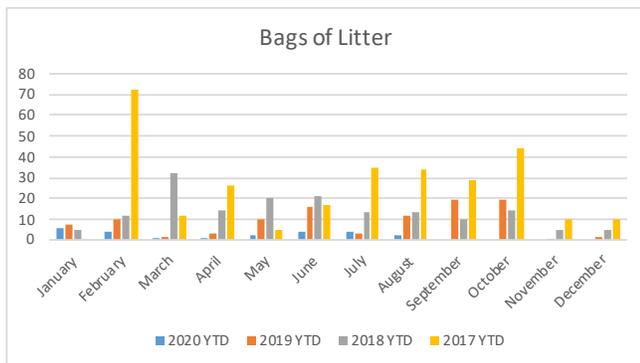
	Labor Hours	Bags of Litter Removed	Camps Removed
Feb-17	43.5	72.5	4
Mar-17	17	12	3
Apr-17	30	26	0
May-17	20	5	0
Jun-17	25.5	17	2
Jul-17	24	35	3
Aug-17	26.5	34	3
Sep-17	19	29	2
Oct-17	23	44	1
Nov-17	8.5	10	3
Dec-17	25.5	10	1
Total 2017	262.5	294.5	22



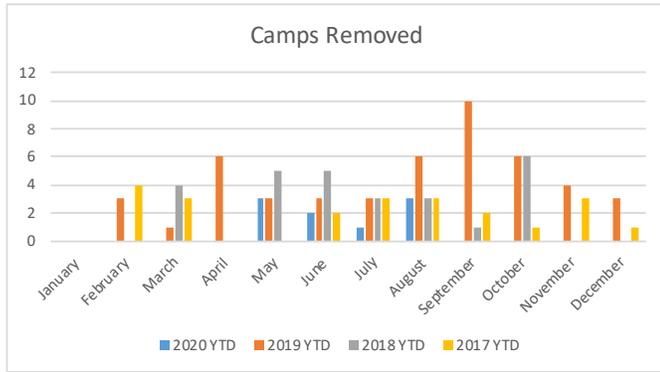
Labor Hours	2020 YTD	2019 YTD	2018 YTD	2017 YTD
January	8.75	8.3	17	0
February	5.67	10.2	20	43.5
March	7.25	10	37	17
April	4.9	8.5	27.5	30
May	9.625	11.9	30.5	20
June	6.25	9	21.5	25.5
July	8.5	7.5	26	24
August	7.875	6.9	28	26.5
September		14.25	32.5	19
October		7.3	22.5	23
November		7.5	20	8.5
December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



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



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



PUBLIC WORKS DEPARTMENT



SEPTEMBER 2020 UPDATE

Annual Road Maintenance Project:

City of Monroe Public Works staff completed the design and are administering the construction contract for the 2020 Annual Road Maintenance Project. The work includes placement of hot mix asphalt, pavement repair, planing or grinding, construction of ADA ramps, pavement markings, utility adjustments, traffic control and other associated work.

2020 Overlay Map and List of Street Segments:



On Street	From Street	To Street
Tye Street SE	169th Drive SE	Beaton Road SE
Beaton Rd / 147th St SE	169th Drive SE	Tye Street SE
172nd Drive SE	Beaton Road SE	South End
Cascade View Drive	Monroe Co-op	City Limits
177th Avenue SE	W Main Street	City Limits
Village Way	W Main Street loop	W Main Street loop
154th Street SE	167th Avenue SE	171st Avenue SE

PUBLIC WORKS DEPARTMENT



SEPTEMBER 2020 UPDATE

Public Communication Efforts:

Social media posts were sent out prior to the start of work and about 340 public notification postcards were mailed to residents adjacent to the proposed construction work areas.

Information on the postcard included approximate construction timeline, work locations, project description, project website, and staff contact information.

Contractors have posted project notice signs throughout the work areas prior to starting activity in the right-of-way.

Background and Fiscal Impact:

The Monroe City Council authorized the initial 2020 Annual Road Maintenance Contract with Lakeside Industries in the amount of \$958,734. The exceptional bid results for this project created an opportunity to preserve additional street segments.

In response to this opportunity Senior Engineer/Project Manager Kim Klinkers and Construction Document Coordination Supervisor Jammi Guion prepared a new set of plans and bid documents that would provide for pavement improvements along 154th Street SE, between 167th Avenue SE to 171st Avenue SE. Cadman Materials, Inc. \$ 288,709 was awarded that contract and work is currently underway.

PUBLIC WORKS DEPARTMENT



SEPTEMBER 2020 UPDATE

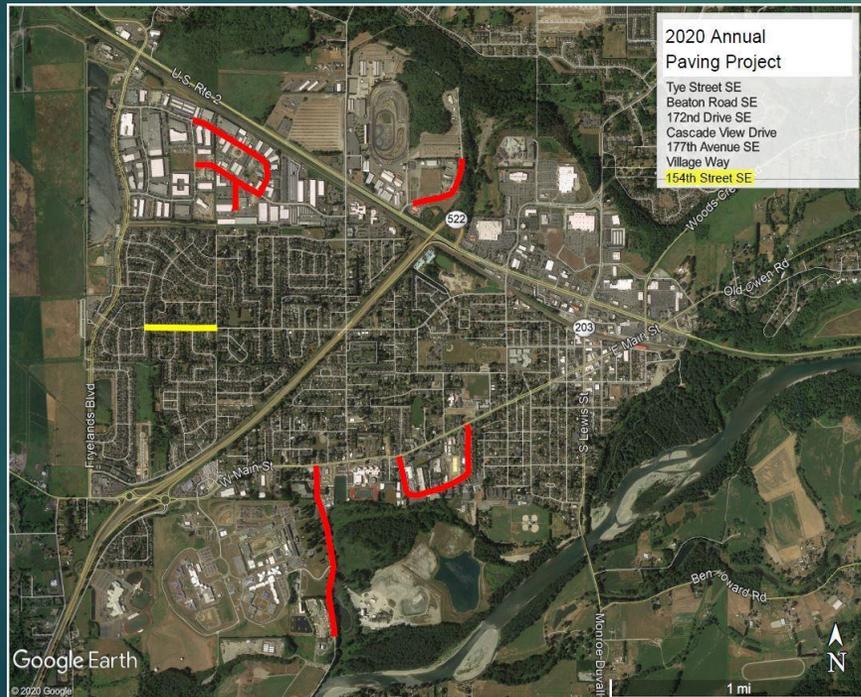
Metrics:

		2019						2020							
		JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUGUST
WWTP	WWTP Total Flow (millions of gallons)	42.96	43.69	47.22	48.63	47.31	57.85	69.5	73.81	52.5	50.01	48.47	53.04	45.67	48.30
	Average Daily flow (Millions of gallons)	1.39	1.41	1.57	1.57	1.58	1.87	2.24	2.55	1.69	1.67	1.56	1.77	1.47	1.56
	Peak Daily Flow (millions of gallons)	1.60	1.63	2.16	2.19	2.09	3.81	2.62	5.04	2.28	2.12	2.08	2.34	1.80	1.60
	Removal Rate	98%	98%	98%	98%	98%	98%	99%	99%	98%	97%	97%	98%	95%	98%
	Biosolids transported to BUF (wet tons)	191	147	214	243	219	249	223	198	286	268	234	216	240	132
D&C	Private Development (hours)	159	198	151	346	374	435	402	416	231	403	304	288	246	327 (est)
	Capital Projects (hours)	639	579	554	656	397	292	459	450	676	521	666	837	836	635 (est)
O&M	Street Sweeping/ Brush Cutting (lane miles/hours)	64/59	117/108	281/35	680/0	721/0	127/0	134/0	344/0	261/0	29/0	421/124	427/28	494/108	259/78
	Utility Locates	226	222	207	231	150	164	250	240	220	156	250	201	214	219
	Water sold (millions of gallons) (15th to 15th)	73.1	87	79.9	52.9	51.4	49	50.1	50.1	48.1	52.4	54.2	58.1	62.1	87 (est)

Annual Road Maintenance Project

The City's annual road maintenance work is funded through the Transportation Benefit District's collection of .2% of sales tax. Funds are dedicated to ensuring a viable transportation network is available to all types of road users.

This vital component of street preservation has funded ~\$1.25 million dollars of pavement, street marking, and ADA improvements in 2020.



On Street	From Street	To Street
Tye Street SE	169th Drive SE	Beaton Road SE
Beaton Rd / 147th St SE	169th Drive SE	Tye Street SE
172nd Drive SE	Beaton Road SE	South End
Cascade View Drive	Monroe Co-op	City Limits
177th Avenue SE	W Main Street	City Limits
Village Way	W Main Street loop	W Main Street loop
154th Street SE	167th Avenue SE	171st Avenue SE



MONROE CITY COUNCIL EXTENDED AGENDA

Current as of 9/4/2020
TENTATIVE LISTING, SUBJECT TO CHANGE

Mayor
Geoffrey Thomas

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

TUESDAY 9/15/2020

- 5:30 p.m. City Council Finance/HR Committee Meeting**
- General Fund Six Year Projection
 - 2021 Budget positions
- 7 p.m. City Council Regular Study Session & Business Meeting**
- FA: Waive Council Rules
 - NB: Small Business Grant Awards, Round 2; HAPC Appointment Confirmation
 - Discussion Items: Court Assessment; City Strategic Plan

TUESDAY 9/22/2020

- 6 p.m. City Council P3 Committee Meeting**
- Affordable Housing Code; Solid Waste Contract renewal; Annual Comp Plan Amendments; N. Kelsey Planning and Design Guidelines/Enviro
- 7 p.m. City Council Regular Business Meeting**
- Proclamation: Indigenous People's Day
 - Consent: Sale & Disposal of Real or Personal Surplus Property Policy; Monroe Youth Activities Building Bids
 - NB: Emergency Mgmt ORD;
 - Reports: CD, ED, Finance, HR/IT

TUESDAY 9/29/2020

- 7 p.m. Transportation Benefit District Board Meeting**
- 2019 Annual Report; 2021 Budget Public Hearing; 2021 Budget Adoption; Work Plans; Allowable Charges; Marketing

TUESDAY 10/6/2020

- 6 p.m. City Council Public Safety Committee Meeting**
- Infrastructure & Technology Update; Prosecuting Attorney Update; Comprehensive Emergency Management Plan; Drone Program Update; Judge Ness update
- 7 p.m. City Council Regular Study Session**
- Discussion Items: TBD

TUESDAY 10/13/2020

- 6 p.m. City Council Legislative Affairs Committee Meeting**
- Legislative Priorities
- 7 p.m. City Council Regular Business Meeting**
- Public Hearing: 2021 Budget
 - NB: School Resource Officer ILA
 - Reports: P&R, PD, PW
 - Proclamation: Cybersecurity Month
- Distribution of 2021 Preliminary Budget**

TUESDAY 10/20/2020

- 6 p.m. City Council Finance/HR Committee Meeting**
- Old Business Close Out
- 7 p.m. City Council Regular Study Session**
- 2nd Public Hearing: 2021 Budget
 - Discussion: 2021 Proposed Budget presentation

TUESDAY 10/27/2020

- 6 p.m. City Council P3 Committee Meeting**
- Tour WWTP
- 7 p.m. City Council Regular Business Meeting**
- Proclamation: Police & Fire Appreciation Week
 - NB: 2021 Property Tax Ordinance First Reading; 2021 Budget Ordinance First Reading; 6 year Capital Ordinance First Reading
 - Reports: CD, ED, Finance, HR/IT

TUESDAY 11/3/2020

- 6 p.m. City Council Public Safety Committee Meeting**
- PSC Goals & Agenda; Code Enforcement, Chronic Nuisance Properties; Public Defense/Grant Update; Contract Renewals
- 7 p.m. City Council Regular Study Session**
- **CANCELLED**

TUESDAY 11/10/2020

- 6 p.m. Legislative Affairs Committee Meeting**
- TBD



MONROE CITY COUNCIL EXTENDED AGENDA

Current as of 9/4/2020
TENTATIVE LISTING, SUBJECT TO CHANGE

Mayor
Geoffrey Thomas

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

TUESDAY 11/10/2020 (continued)

- 7 p.m. **City Council Regular Business Meeting**
 - NB: Year End Fees Resolution Update
 - Reports: P&R, PD, PW

TUESDAY 11/17/2020

- 6 p.m. **City Council Finance/HR Committee Meeting**
 - Old Business Close Out
- 7 p.m. **City Council Regular Study Session**
 - TBD

TUESDAY 11/24/2020

- 6 p.m. **City Council P3 Committee Meeting**
 - Countywide Buildable Lands; PROS Plan Update
- 7 p.m. **City Council Regular Business Meeting**
 - CANCELLED**

TUESDAY 12/1/2020

- 6 p.m. **City Council Public Safety Committee Meeting**
 - TBD
- 7 p.m. **City Council Regular Study Session**
 - Discussion: TBD

TUESDAY 12/8/2020

- 6 p.m. **Legislative Affairs Committee Meeting**
 - TBD
- 7 p.m. **City Council Regular Business Meeting**
 - Reports: CD, ED, Finance, HR/IT

TUESDAY 12/15/2020

- 5:30 p.m. **City Council Finance/HR Committee Meeting**
 - TBD
- 7 p.m. **City Council Regular Study Session**
 - CANCELLED**

TUESDAY 12/22/2020

- 6 p.m. **City Council P3 Committee Meeting**
 - 2022-2027 TIP
- 7 p.m. **City Council Regular Business Meeting**
 - CANCELLED**

TUESDAY 12/29/2020

- 7 p.m. **City Council Retreat/Workshop**
 - CANCELLED**

CITY COUNCIL MEETING LOCATION (unless otherwise noted):

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

COUNCIL COMMITTEE MEETING LOCATION (unless otherwise noted):

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

UPCOMING ITEMS:

- NW/NE Annexation Areas
- Building Code Updates
- Financial Reserves Policy
- Retirement Recognition
- Wireless Regulations
- Republic Contract Extension (committee first?)
- Criminal Justice System Priorities
- Solid Waste Contract Renewal
- TAC Recommendations
- 11/10/2020 – Third budget public hearing if needed; 2021 Property Tax Ordinance Adoption; 2021 Budget Ordinance Adoption; Six Year Capital Plan Ordinance Adoption



MONROE THIS WEEK

September 4, 2020 • Vol 6/Edition 34



Thank you for reading Monroe This Week.

This week's edition provides details on our local recognition of Labor Day, local artist David Hose's combating of graffiti, a local group's effort to support families as they go back to school, a downtown sidewalk sale event taking place next weekend, results of the Evergreen State Fair Park Food Drive, and a reminder of the 2020 Monroe Business Survey.



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

Yours in Service,

A handwritten signature in blue ink, which appears to read "G. Thomas".

Mayor Geoffrey Thomas

CITY AND NATION TO CELEBRATE LABOR DAY THIS MONDAY

This coming Monday, September 7, is the annual

Labor Day holiday. Observed on the first Monday of September, Labor Day is a federal holiday to honor and recognize the contributions of the American workforce to the development and achievements of the United States.



Beginning in the late 19th century, as labor movements grew, trade unionists proposed there be a day set aside to celebrate labor. Last week, I issued a [Proclamation](#) recognizing Labor Day here in the City of Monroe. This Labor Day, we acknowledge the necessary and valuable contributions of labor organizations which form the foundation of our community and nation.

One of many examples of the contribution of skilled labor to the Monroe community is our own City staff. The City of Monroe values the partnership between the Teamsters Local Union No. 763 and the Monroe Police Officer's Guild. This Labor Day we celebrate and give thanks for these and all American workers.

COMMUNITY ARTIST COMBATS GRAFFITI

You may have noticed an increase of graffiti around town over the last couple of months. Most notably is the overpass on Highway 522, but graffiti has also made its way on to several businesses throughout the downtown area. The City's Code Enforcement Division, part of the Community Development Department, has recently received a significant number of complaints. Finding the perpetrator of graffiti can be difficult. Unfortunately, it becomes the owner of the property's responsibility to clean-up the graffiti.



Local artist David Hose felt it was his civic duty to use his artistic know-how to repair the "River of Life Mural" at 207 N. Lewis Street. The mural features a picturesque underwater river scene celebrating the natural resources of Monroe. Hose painted the mural in 2004. As part the damage, one of the trout figures was tagged over. Mr. Hose removed the graffiti and repainted the damaged area, which now looks as good as new. Mr. Hose stated, "I love Monroe, and will gladly do my part to keep it beautiful for everyone to enjoy."

Mr. Hose, thank you for your generous spirit to keep the City of Monroe beautiful through these difficult times. Thank you, also, to all the businesses that have responded to graffiti damage by quickly repairing and abating these nuisances.

If you have a graffiti complaint or general questions about code enforcement, please feel free to contact Rick Bomar, Code Enforcement Officer, at RBomar@MonroeWA.gov.

COMMUNITY HELPS FAMILIES PREPARE FOR START OF SCHOOL

Next Wednesday, September 9 is the first day back to school in the [Monroe School District](#). Recognizing that families will face food and supply challenges with kids at home and parents who need to work, community members have come together to form [Monroe Sack Lunches & School Supplies](#) to help fill the gap. Donations of school supplies and non-perishable food items can be dropped off at [Monroe Pizza and Pints](#). For those interested in and able to donate, the School District maintains a list of [suggested school supply items](#). Supplies currently needed include:

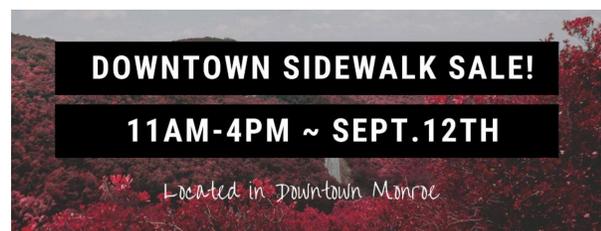


- Batteries
- Blue light lenses
- Computer paper
- Headphones
- Pens
- Spiral notebooks
- Wireless mice

Thank you to Monroe Pizza & Pints for serving as a donation site, and to the Monroe Chamber of Commerce for accepting donations at the August 26 [Monroe Farmers Market!](#)

DOWNTOWN BUSINESSES TO HOST SIDEWALK SALE SEPTEMBER 12

Next Saturday, September 12, business retailers across the downtown core will move their inventory out into the fresh air for a [downtown-wide sidewalk sale](#) from 11:00 a.m. to 4:00 p.m. This event is intended to allow shoppers the opportunity to safely and responsibly shop and support some of their favorite local businesses, while enjoying a variety of discounted merchandise and other promotions.



Visitors will have the opportunity to stroll through downtown while patronizing local shops and boutiques. Tables with sale items will be placed in front of businesses, along with goodies and other great deals. Food vendors will be on site, and the Chamber of Commerce will be distributing free tote bags.

Shoppers are asked to please wear facial coverings and remain six feet apart.

FAIR FOOD DRIVE TO PROVIDE 7,734 MEALS TO THOSE

IN NEED

As I shared in a recent edition of [Monroe This Week](#), the Evergreen State Fair Park honored the spirit of the Fair by holding a drive-thru Food Drive on Thursday, August 27. It has been a long-standing tradition of the Fair to hold a food drive benefiting



local area food banks on Opening Day. Though the Fair is cancelled this year, the Fair Park staff elected to still hold the food drive on what would have been the 2020 opening day. Over 6,300 pounds of food, and an additional \$4,275 in cash was donated at the one-day event. Volunteers of America calculates that a donation of 1.2 pounds of food or \$1.72 are each equal to one meal. This means the impact of the food drive is 7,743 meals going to Snohomish County residents in need. Donors had the option to stay and enjoy some fun activities, including fair food vendors and a vehicle decorating contest. Vendors on-site included Pompeii Pizza, Pioneer Popcorn and Conifer Foods baking fresh Fisher Scones (which all sold out). The winning decoration was a full trailer decorated to the theme of "CoroNO Fair is Not Fair", complete with kids, pigs, a goat, and music. Thank you to the donors and the Evergreen State Fair Park for supporting our community in this time of need.

REMINDER: 2020 MONROE BUSINESS SURVEY NOW OPEN

The 2020 Monroe Business Survey is now open. Monroe business owners and managers are encouraged to participate; this year, participation is more important than ever. Businesses and residents are facing unprecedented challenges brought on by COVID-19, such as shut downs, drop in consumer demand, travel restrictions, and more; the survey helps zero in on the impacts



of these issues. Survey results will assist the City Council and myself to craft policies and programs aimed at relief and support. The survey will take approximately 25 to 30 minutes to complete. Results will be published on the City website following completion of the survey. No personal or contact information will be included in the published results, and all response data is protected. If you are a local business owner or manager, please [take the survey](#) today!

UPCOMING CITY COUNCIL MEETING SCHEDULE

The City Council will meet in a Regular Business Meeting on Tuesday, September 8, 2020. The meeting will be held via the Zoom remote meeting platform and participation information will be posted with the September 8 agenda, which can be accessed by clicking the button below.

CITY COUNCIL MEMBERS



Councilmember
Patsy Cudaback



Councilmember
Kevin Hanford



Councilmember
Ed Davis



Councilmember
Jason Gamble



Councilmember
Jeff Rasmussen



Councilmember
Kirk Scarboro



Councilmember
Heather Rousey

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

